

BLM- WYOMING RESPONSE TO PUBLIC COMMENTS

3RD QUARTER (September) 2023 COMPETITIVE OIL AND GAS LEASE SALE ENVIRONMENTAL ASSESSMENT DOI-BLM-WY-0000-2023-0003-EA

For the 3rd Quarter 2023 sale, the BLM prepared one EA that covered all 115 parcels initially nominated. This EA was released for a 30-calendar day comment period starting March 10, 2023, and ending April 10, 2023.

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

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

Where appropriate, the BLM has modified portions of the EA to correct administrative acreage refinement, and to acknowledge new planning decisions. The BLM currently intends to prepare and issue the signed FONSI/DR for this sale concurrently with the resolution of any protests to parcels included in the sale. Note: Where the BLM has decided to delete or defer parcels or portions of parcels from the 3rd Quarter 2023 sale, those parcels are not listed in the Sale Notice. The deletions and deferrals are generally described in the EA, in our responses to public comments, below, and in the FONSI.

Comment No.	Comment By:	Comment (May be Excerpted/Summarized); Like comments have been grouped and one response provided	Comment Issue	Agency Response
1	Not Provided	I appreciate the diligent work involved in preparing this comprehensive EA. I urge BLM to approve the No Action Alternative and not offer any of these parcels for drilling leases. The climate crisis poses an existential threat to humanity and is rapidly getting worse. Burning fossil fuels is the primary cause of this crisis. It would be immoral to continue to ignore the overwhelming science on this crisis and maintain the dangerous status quo.	Air/Greenhouse Gases	This EA tiers to the field office (FO) Resource Management Plans (RMPs) (Section 1.3) which describe which lands are available for leasing and development. The BLM refers the reader to Section 1.2 of the EA (Purpose and Need) along with Section 1.2.1 (Decisions to Be Made). The need for this EA is to respond to Expressions of Interest (EOIs), as established by the Federal Onshore Oil and Gas Leasing Reform Act (FOOGLRA). The decision, based on the analysis would be whether to make parcels available for lease and what stipulations will be placed on those parcels. BLM also refers the reader to Section 4.1 which discusses air quality and greenhouse gases. The Authorized Officer (AO) is able to choose one of the alternatives, or a combination thereof, based upon the analysis. No decisions have been made at this time.
2	Withheld	I totally support the development of oil and gas. Oil and gas are still the driving force behind our transportation needs, heating and the security of the United States. The lease sale is necessary to assist in the production of oil, gas and natural gas.	General	We have received and reviewed your comment. Based on the review, no response is required.
3	Not Provided	There is no amount of "appropriate protections and stipulations" that can save us from the devastating effects that increased extraction and use of natural gas has on our climate and livelihoods. Scientists, like myself, have shown time and time again how increased greenhouse gases will lead to the demise of our planet. Don't we want to develop a world that is better for the generations to come? Any sort of gas extraction will combat that.	Air/Greenhouse Gases	See Response to Public Comment No. 1
4	Not Provided	There is no amount of "appropriate protections and stipulations" that can save us from the devastating effects that increased extraction and use of natural gas has on our climate and livelihoods. Scientists, like myself, have shown	Air/Greenhouse Gases	See Response to Public Comment No. 1

		time and time again how increased greenhouse gases will lead to the demise of our planet. Don't we want to develop a world that is better for the generations to come? Any sort of gas extraction will combat that.		
5	Not Provided	We owe it to our kids to cut our fossil fuel production and move towards renewables and nuclear energy. Wyoming is in a position to capitalize on that needed shift in energy production, more than most other states. Indeed, while the change will be painful in the short term, our state has more to gain from making the switch than with sticking with fossil fuels. We will probably make more money in coming years with a wholesale shift in how energy is produced and we will see broad gains to air quality. For these reasons, I am against any and all new drilling. Thank you	General	We have received and reviewed your comment. Based on the review, no response is required.
6	Krall	I disagree with lease sales for lands important or critical to wildlife. Some of the proposed leases are on important or critical sage grouse ground... some leases are on important or critical ungulate areas. These lands should not be leased to development.	Wildlife Habitat	This EA tiers to the field office (FO) Resource Management Plans (RMPs) (Section 1.3) which describe which lands are available for leasing and development. In addition, Section 2.3 discusses which lands would be available during this lease sale based upon RMP requirements, including the Greater Sage-Grouse (GSG) Approved Resource Management Plan Amendment (ARMPA) and further screening using Instruction Memorandum (IM) 2023-007. A full list of which parcels could be made available and which parcels would be deferred is located in Table 4.12. This list is also carried forward in the big game discussion located in Section 4.4, Table 4.15.
7	Not Provided	We can all have our cake and eat it, too. PLEASE cite lease locations where there are the least impacts to wildlife. Limit leasing if need be. I don't want to tell my grandkids someday that there is so few wildlife in Wyoming because all we cared about was a tunnel-visioned economy based on energy. Use the existing data for sage grouse and big game habitat to inform energy development. It's really not that hard, and	Wildlife Habitat	See Response to Public Comment No. 6. In addition, see Section 5.1 of the EA which describes lease COAs.

		maybe all it takes is a phone call to the right people. Let's be the state that shows how collaboration between stakeholders is really possible!!!		
8	Withheld	We can all have our cake and eat it, too. PLEASE cite lease locations where there are the least impacts to wildlife. Limit leasing if need be. I don't want to tell my grandkids someday that there is so few wildlife in Wyoming because all we cared about was a tunnel-visioned economy based on energy. Use the existing data for sage grouse and big game habitat to inform energy development. It's really not that hard, and maybe all it takes is a phone call to the right people. Let's be the state that shows how collaboration between stakeholders is really possible!!!	Wildlife Habitat	See Response to Public Comment No. 6. In addition, see Section 5.1 of the EA which describes lease COAs.
9	Not Provided	I would hope that the BLM would require new bonding for upcoming oil and gas lease sales.	Bonding	Per 43 CFR 3104.1, 3104.2, and 3104.3 operators are required to submit a bond, prior to operations, of not less than \$10,000 for each lease, not less than \$25,000 for a statewide bond, or \$150,000 for a nationwide bond. The BLM uses bonds to reimburse some of the costs of well reclamation, however many times the costs exceed the minimum bond amount. The BLM may take steps to adjust bond levels to more closely reflect costs associated with plugging, abandonment and reclamation as outline in policy under the BLM IM 2019-014 (https://www.blm.gov/policy/im-2019-014). Through this bond review process, the BLM can assess the adequacy of the bond and take the necessary steps to increase the bond as outlined in attachment 2 of the IM. The BLM follows all existing polices until they are replaced or superseded.
10	Not Provided	Thank you for the opportunity to comment on the BLM's Third Quarter Competitive Oil and Gas Lease Sale. While I appreciate BLM's deferral of parcels containing Greater Sage-Grouse priority habitat, I am concerned that BLM continues to lease out new land for oil and gas development without first updating federal	Bonding	See Response to Public Comment No. 9.

		<p>onshore bonding requirements. The Mineral Leasing Act stipulates that oil and gas operators must provide a bond ensuring complete and timely plugging of wells, reclamation of lease areas, and the restoration of any lands or surface waters adversely affected by lease operations. Current bonding requirements do not meet these standards.</p> <p>Despite federal funding for reclamation of orphan oil and gas wells, the orphan well crisis remains a multi-billion dollar problem. Using federal taxpayer dollars to fund cleanup of an industry-caused issue does not get to the root of the problem: BLM's bonding requirements are insufficient to cover reclamation of wells and must be updated to reflect actual reclamation costs. Federal bonding requirements have not been updated in over 60 years, and as such, do not account for the advanced technology and complexity of modern oil and gas extraction techniques. I do not want my tax dollars to have to be used to plug these wells when oil and gas companies are getting rich from abandoning them.</p> <p>If BLM continues with oil and gas lease sales without updating federal onshore bonding requirements, the agency will be in violation of the Mineral Leasing Act. I urge BLM to defer new leasing until updated bonding requirements are in place.</p>		
11	Powder River Basin Resource Council (PRBRC)	<p>BLM has never developed a regulatory framework to meet these requirements. Rather, BLM has put in place a requirement for minimum bonds that are insufficient to ensure plugging and reclamation of federal wells. Under current regulations, minimum individual lease bonds are \$10,000, statewide bonds are \$25,000, and nationwide bonds are \$150,000. 43</p>	Bonding	See Response to Public Comment No. 9.

		<p>C.F.R. § 3104.2-3. These amounts were established sixty years ago and have not been updated since to address the impacts of inflation and the increasing depth and complexity of modern wells and infrastructure.</p> <p>A 2011 GAO report concluded, “Specifically, the minimum bond amounts—not updated in more than 50 years—may not be sufficient to encourage all operators to comply with reclamation requirements – the very requirement of BLM’s existing regulations. BLM officials interviewed by GAO at 12 of the 16 field offices said that minimum bond amounts are inadequate for managing potential liability of idle and orphaned wells because the minimum amounts do not provide sufficient incentive for operators to comply with reclamation requirements, meaning bond amounts are so low that operators have a financial incentive to delay or forgo reclamation (GAO found that 5,100 federal wells had been idled for seven years or more, and over 2,000 of these had been idle for 25 years or more) and when wells go orphan, BLM does not have sufficient bonding to cover the costs.</p> <p>The BLM should not lease new oil and gas parcels without first updating bonding amounts to comply with the Mineral Leasing Act’s provisions that require all oil and gas operators to post a bond that will ensure complete and timely plugging of wells, reclamation of lease areas, and the restoration of any lands or surface waters adversely affected by lease operations.</p>		
12	PRBRC	<p>BLM must fully disclose problems with current bonding and reclamation operations of oil and gas operators within the scope of its forthcoming EA.</p> <p>Additionally, in order to properly mitigate impacts and justify a FONSI, BLM must consider increased bonding as an alternative or</p>	Bonding	See Response to Public Comment No. 9.

		<p>mitigation measure within the scope of its NEPA analysis. Given the statutory authority in the Mineral Leasing Act, BLM would be fully within its rights – and in fact its obligations – to put in place increased bond amounts for new oil and gas leases.</p> <p>Alternatives and mitigation measures should include a full range of options, such as full cost \$15/foot bonding, increased minimum bond amounts, and/or provisions put in place to require additional bonding at the time of lease transfer.</p> <p>If BLM does not put increased bonding in place for new oil and gas leases, BLM should defer all new leasing until bond amounts are increased through federal rulemaking.</p>		
13	Not Provided	<p>Thank you for the opportunity to comment on the BLM’s Third Quarter Competitive Oil and Gas Lease Sale. While I appreciate BLM’s deferral of parcels containing Greater Sage-Grouse priority habitat, I am concerned that BLM continues to lease out new land for oil and gas development without first updating federal onshore bonding requirements. The Mineral Leasing Act stipulates that oil and gas operators must provide a bond ensuring “complete and timely plugging of wells, reclamation of lease areas, and the restoration of any lands or surface waters adversely affected by lease operations.” Current bonding requirements do not meet these standards.</p> <p>Despite federal funding for reclamation of orphan oil and gas wells, the orphan well crisis remains a multi-billion dollar problem. Using federal taxpayer dollars to fund cleanup of an industry-caused issue does not get to the root of the problem: BLM’s bonding requirements are insufficient to cover reclamation of wells and must be updated to reflect actual reclamation</p>	Bonding	See Response to Public Comment No. 9.

		<p>costs. Federal bonding requirements have not been updated in over 60 years, and as such, do not account for the advanced technology and complexity of modern oil and gas extraction techniques.</p> <p>If BLM continues with oil and gas lease sales without updating federal onshore bonding requirements, the agency will be in violation of the Mineral Leasing Act. I urge BLM to defer new leasing until updated bonding requirements are in place.</p> <p>Also, I do not understand why the BLM continues to allow oil and gas lease sales, since the oil and gas companies have hundreds if not thousands of unused leases. All the oil and gas companies are doing is betting that the value of leases will increase and that they can sell them off in the future at a big profit, while the Federal government loses on the potential increase in the value of future lease sales. These leases are merely an investment for the oil and gas companies. There should be a rule that they have to actually drill on the leases within 5 years or they lose the leases. This would put an end to profiteering on oil and gases leases at the expense of the Federal government.</p>		
14	Bowler	<p>My understanding is that BLM intends to lease 81 parcels (105 square miles) of public land for oil and gas lease sales. Thankfully, none of this territory appears to involve land that is critical to Sage Grouse habitat. As a part of this quarterly lease sale, BLM should update the bonding requirements that oil and gas companies must pay for plugging and reclaiming orphaned wells. It is my understanding that these bonding fees have not been updated for decades. Updating these bonding fees to something that is reasonable will further the current</p>	Bonding	See Response to Public Comment No. 9.

		administration's goal of decreasing emissions that contribute to global warming. Leaving the significant cost of plugging and reclamation to the taxpayer is not acceptable.		
15	Miller	I am sick and tired of greedy corporations raping and spoiling our public lands and then walking away to leave the cleanup to us ordinary tax payers. BLM still has not updated bonding requirements for oil and gas drilling, leaving taxpayers like us on the hook for clean-up costs. Get your act together and start requiring bonding before awarding the oil and gas drilling companies access to our precious resources.	Bonding	See Response to Public Comment No. 9.
16	Katherman	<p>I read that BLM's Third Quarter Competitive Oil and Gas Lease Sale is scheduled to proceed. I live in Converse County, Wyoming on a ranch adjacent to BLM lands and lots of oil & gas and am glad that you have paused the leasing of parcels that have Greater Sage-Grouse priority habitat. However, it is really disheartening to see that you are still planning on leasing for oil and gas development without first updating federal onshore bonding requirements! This is a huge problem in Wyoming where we already have hundreds of abandoned wells, often from bankrupt outfits. This backlog should be addressed BEFORE any new leases! The BLM needs to solve the problem before creating more! At the very least, please consider a pause to set reasonable bonds for your new leases. The \$150K for all of a company's wells in the US is just a pitiful joke. Plugging a single fracked, horizontal drilled well would use up that bond entirely. This is just plain unacceptable to those of us living nearby.</p> <p>I've taken the time to investigate this some and, as you must know, the Mineral Leasing Act mandates that oil and gas operators provide a bond ensuring "complete and timely plugging of</p>	Bonding	See Response to Public Comment No. 9.

		<p>wells, reclamation of lease areas, and the restoration of any lands or surface waters adversely affected by lease operations.” The existing bonding requirements not only do not meet these standards, they would barely cover a single drill pad, infrastructure, reclaim roads & plug. What is going on that you do not address this? We depend on your good planning but this is beyond negligence. Please suspend this 3rd Q lease sale and update your bonding requirement to a reasonable PER WELL amount. These companies are taking advantage of you and it does not "help the economy" only their executives. The reclamation and plugging process could provide more local jobs in Wyoming and help offset the amount of public land that is not on our tax rolls.</p> <p>Whatever is stopping you, please take another look and do it right.</p>		
17	Wyoming Game and Fish Department (WGFD)	<p>Pages 17 and 18, 2.3 Alternative 3 – Modified Proposed Action</p> <p>This section discusses the deferral of four proposed lease sale parcels (1600, 1628, 1721, and 1773) in General Habitat Management Area based on Instruction Memorandum (IM) 2023-007 - Evaluating Competitive Oil and Gas lease Sale Parcels for Future Lease Sales. The EA states, “The rationale to defer these parcels is based upon concerns and/or recommendations from the different Sage-Grouse Local Working Groups regarding sage-grouse population status on certain leks within the area and/or to help preserve movement between leks, habitats or genetic diversity. Seasonal habitat connectivity is assessed using local knowledge and data (such as telemetry data), and genetic connectivity is assessed from information as described in Cross et al. 2023.”</p> <ul style="list-style-type: none"> • The State of Wyoming, with Bureau of Land 	Sage-grouse	<p>Parcel 1600 is situated in the most likely genetic corridor (as identified by Cross et al. 2023; Figure 4) linking Salt Wells and Powder core areas. This potential corridor further is one of 2 likely genetic connectivity linkages between populations in Wyoming and northwestern Colorado. Land Health Standards were also not met in Parcel 1600.</p> <p>Parcel 1628 is situated in a likely genetic corridor (as identified by Cross et al. 2023; Figure 4) linking Hanna and Greater South Pass core areas. The parcel is further situated between southeastern portions of Greater South Pass core area and western portions of Hanna core area both which have been identified as areas of concern by WGFD.</p> <p>Parcel 1721 is situated within 1 mile of Oregon Basin core area, and this core area tripped a population trigger in 2021.</p>

		<p>Management (BLM), U.S. Fish and Wildlife Service, and U.S. Forest Service, has a Sage-Grouse Statewide Adaptive Management Working Group that evaluated the areas of concern as presented by the Department and the local working groups (report attached). This report did not identify concerns and/or recommendations specific to oil and gas leasing for the areas where these four deferrals are proposed, and we recommend the BLM clarify what information from the Sage-Grouse Local Working Groups was used as part of the IM 2023-007 analysis.</p> <ul style="list-style-type: none"> • The Department appreciates the BLM providing the reference to Cross et al. 2023, as the source for their genetic connectivity analysis. • The Department recommends the BLM include specific data in the EA for the population variables, if any, which met IM 2023-007 deferral criteria, yet did not meet the criteria for deferral under the Greater Sage-Grouse prioritization process analysis described in section 4.3. • The Department recommends specifying in the EA which biological criteria(s) were used to determine deferral under IM 2023-007 for each of the four parcels. 		<p>Parcel 1773 is situated in the most likely genetic corridor (as identified by Cross et al. 2023; Figure 4) linking Salt Wells and Continental Divide core areas. This potential genetic linkage is the most direct linkage between these 2 core areas.</p> <p>Additional language has been added to the EA to help describe some of the rationale more clearly. However, the language is kept general due to the numerous PHMA areas, land health standards evaluations for each grazing allotment, etc.</p>
18	WGFD	<p>Page 68, 4.4.2 Alternative 2 – Proposed Action The fourth paragraph on this page references three proposed lease sale parcels located in areas with State of Wyoming-designated mule deer migration corridors. The legal land descriptions in the EA and a shapefile provided to the Department does not identify proposed lease sale parcels which intersect with State of Wyoming-designated mule deer migration corridors, and there are no proposed lease sale parcels identified as such in Table 4.14:</p>	Big Game Migration	<p>BLM appreciates the commentor for bringing this to our attention. The commentor is correct and none of the parcels are located within designated big game migration corridors. This paragraph has been fixed in the EA.</p>

19	Not Provided	I am very concerned that BLM is offering these lease sales without having updated bonding requirements for O&G development. The state of Wyoming has hundreds of abandoned wells and industrial landscape disturbance that are only slowly being reclaimed at taxpayer expense. Do not add to this backlog by allowing O&G companies to shift the cost of reclamation onto citizens. Please update your bonding requirements before offering these leases.	Bonding	See Response to Public Comment No. 9.
20	Withheld	Keeping in mind this current hard winter we should not disturb overwintering big game. I ask the BLM to remove all parcels in crucial winter range from this sale.	Big Game Habitat	See Response to Public Comment No. 6. In addition, Conditions of Approval (COAs) are attached (Section 5.1) to each parcel to minimize impacts.
21	Handelsman	No leasing of land that big game need during the winter	Big Game Habitat	See Response to Public Comment No. 6.
22	MJ	Please remove overwintering range land from this sale. Wildlife needs space!	Big Game Habitat	See Response to Public Comment No. 6.
23	Withheld	The BLM has a big responsibility. There is so little land left that isn't rutted up and overgrazed that we need to save what's left. Please stand up for what is best in the long view.	General	We have received and reviewed your comment. Based on the review, no response is required.
24	Schultz	I would like to encourage BLM to remove all sale parcels that overlap with winter ranges for big game.	Big Game Habitat	See Response to Public Comment No. 6.
25	Sanderson	I applaud the BLM for recognizing the effects of roads and development on wildlife, especially during the months when they are most vulnerable. Please continue to do your job and give wildlife the deference they deserve over oil and gas development.	General	We have received and reviewed your comment. Based on the review, no response is required.
26	Withheld	I must say up front, after reading the latest on the newest oil and gas lease sale of our public lands that I am once again against these leases that affect our wildlife. Although the agency may have excluded half of the parcels originally slated for leasing in big game crucial winter range, it still plans to offer up thousands of acres in this important habitat. We cannot afford to disturb overwintering big game. Please remove	Big Game Habitat	See Response to Public Comment No. 6. In addition, Section 4.4 of the EA discusses the differences in acreage from Alternative 2 and Alternative 3. In Alternative 2 (pg., 67) four (4) parcels containing approximately 1,012.10 acres of mule deer crucial winter range, 12 parcels containing approximately 12,033.09 acres of pronghorn antelope crucial winter range and 10 parcels containing approximately 4,573.34 acres of elk winter range would be offered. In

		<p>all parcels in crucial winter range from this sale. "The proposed December sale would include five parcels in sage-grouse priority habitat as well as seven parcels in big game crucial winter range. These lands play a critical role in the survival of some of Wyoming's most iconic species and are the wrong place for industrial development.. yet somehow these lands continue to be offered as a sacrifice to an industry that is literally destroying the planet. "Wyoming's big game herds have suffered severe losses due to an unseasonably cold and snowy winter this year. Oil and gas development has proven, negative impacts on big game, yet tens of thousands of acres of crucial winter range is being proposed for leasing. We need to protect deer and pronghorn in this sensitive, seasonal habitat rather than open it up to development. What has been done to protect these animals? NOTHING. Why?</p> <p>Across the West, we are losing 1.3 million acres of sagebrush habitat annually and the primary threat to sagebrush in Wyoming is development. Protecting core, healthy tracts of sagebrush habitat from disturbance is crucial to the ecosystem and benefits many other species of wildlife that depend on sagebrush. More than 8 million acres of public lands in Wyoming are already leased to oil and gas companies, with 4.2 million acres sitting idle and undeveloped. Companies have ample opportunity for drilling without the BLM leasing additional parcels." These stats are from Wyoming's Outdoor Council and were extremely important to me when deciding on how our land is used.</p>		<p>comparison, Alternative 3 (pg. 74) proposes to offer 2 parcels contacting approximately 653.33 acres of mule deer crucial winter range, 8 parcels contacting approximately 4,864.84 acres of pronghorn antelope crucial winter range and 3 parcels containing approximately 2,020.39 acres of elk crucial winter range are proposed for sale. Section 4.3 discusses impacts to sage-grouse. In the analysis for Alternative 3 none of the Priority Habitat Management Area parcels are available for lease.</p>
27	Jayroe	<p>Thank you for taking a substantial amount of acreage of sage grouse priority habitat out of the the running for oil and gas lease sales. It is the right thing to do no matter how difficult these decisions and their subsequent tasks are. As a</p>	Big Game/Sage-grouse Habitat	See Response to Public Comment Nos. 6 and 26.

		Wyoming citizen who appreciates the earth in its most authentic and basic life-supporting form, I am begging you to remove ALL parcels in the winter range for this sale. The oil and gas industries have more than enough land and have done more than enough damage to our ecosystem. We don't have anything to spare. We need to cut down on our insatiable consumption of energy and give back to (plus preserve) the system that bore us and our fellow species. We already see the horrific consequences that historical depletion of natural spaces has caused. I would assume your job would be to do minimal-to-no-harm. Then, please comply with that job; because so many entities out there are doing THEIR best job to kill us and our non-human counterparts.		
28	publicee	i dont want the blm to sell off any land to anybody for any purpose. i want the wild horseds and burros and other wildlife and trees that are standing on that land tyo be fully protected and preserved. i am sick of the cavalier way the blm treats nature and does not protect and preserve it at all and allows selfish and greedy profitters to destroy nture. when we desttroy nature, we are destroying ourselves. if you dont get that, when will you get it. its almost too late to get it	General	We have received and reviewed your comment. Based on the review, no response is required.
29	Leonard	Drilling in critical sage grouse habitat is detrimental to the long term survival of the species. As a 50 year resident of Wyoming and a former hunter I have observed the drastic decline of the species over many years. A once abundant species is rarely observed today due to habitat changes. Please do not lease properties within this critical habitat.	Sage-grouse	See Response to Public Comment No. 6. In addition, Section 4.3 of the EA discusses which parcels would be offered under the different alternatives. Within Alternative 2 (pp. 56-59) 23 parcels, either partially or wholly, are located within sage-grouse priority habitat management areas (PHMA). Conversely, under Alternative 3, none of the parcels proposed for sale would be located, either partially or wholly, within PHMA.
30	Not Provided	Thank you for removing sage grouse priority habitat from this lease offering. Please do the same for big game crucial winter range. These	Big Game Habitat	See Response to Public Comment Nos. 6 and 26. In addition, BLM coordinated with the Wyoming Game and Fish Department (WGFD) (Section 1.5) in

		<p>sensitive landscapes for both grouse and for wintering ungulates, are not just arbitrary lines on a map---expert biologists have scientifically established their importance as habitat to the well-being of the species of concern. There is no pressing need for these lands to be leased to industrial development. The long-term conservation of our wildlife is way more important than drilling another wildcat well. In this era of reducing our fossil fuel consumption, allowing the industrialization of sensitive wildlife habitat is a move in the wrong direction.</p>		<p>accordance with an interagency Memorandum of Understanding (MOU). WGFD also provided comments on this EA. WGFD did not recommend any additional deferrals within big game crucial winter range.</p>
31	McCurdy	<p>From what I understand, the BLM is considering an alternative plan for their September sale that would take 28,000 acres off the table, including almost every acre of critically important, sage-grouse priority habitat. Thank you!</p> <p>As you are aware, protecting core priority habitats and their connectivity are crucial for wildlife conservation and is particularly timely this year considering the severe winter weather that has been devastating to many wildlife species both large and small.</p> <p>Across the West, we are losing 1.3 million acres of sagebrush habitat annually and the primary threat to sagebrush in Wyoming is development. Reportedly, more than 8 million acres of public lands in Wyoming are already leased to oil and gas companies, with 4.2 million acres sitting idle and undeveloped.</p> <p>Isolated gene pools caused in part by the widespread development mentioned above can threaten the health and viability of many species. I appreciate that you are making the necessary efforts to conserve many critically important lands and their wildlife while considering the issues mentioned above.</p>	General	<p>We have received and reviewed your comment. Based on the review, no response is required.</p>
32	Dolese	<p>Wildlife should always take priority over oil companies. Lease sales that affect wildlife habitat should be withdrawn.</p>	Wildlife Habitat	<p>See Response to Public Comment Nos. 6 and 30.</p>

33	Krall	<p>I don't think gas, oil, or other leasing ought to happen in critical winter range. I think, it's a habitual reaction that ease of function NEEDS to happen for the extraction industry (many other industries also). When push comes to shove, it is inherent in industry to adapt. Industry will adapt to situations in which they are not the highest priority and there are many instances of this. For reference, a very large instance happened in Alaska at the end of the '60's. Oil companies were disallowed to flare off large volumes excepting on an emergency basis... standard, very small safety release flares only. The reasons for the rule change were to keep people from having to breath the pollution and the residents of Alaska would retain all the oil and gas for there benefit.... they did not get paid for the flared off gas, though doing so was an economic benefit for the industry. Oil & Gas told Alaska the rule would put the state out of the Oil & Gas business. It didn't and industry adapted, then continued to make a profit doing their work.</p>	Big Game Habitat	See Response to Public Comment Nos. 6, 26 and 30.
34	Gosar	<p>Please remove all parcels of crucial winter range and critical habitat for big game species from the proposed BLM lease sale. The herds have been decimated this winter and will need every critical habitat parcel if they are to have any hope of recovering from this devastation. Thank you.</p>	Big Game Habitat	See Response to Public Comment Nos. 6, 26 and 30.
35	Luhr	<p>Thank you for considering protecting critical sage grouse habitat by removing lease sales in these areas. This is a very positive move for your agency. Will you please exclude ALL crucial winter habitat for wildlife?</p>	Big Game Habitat	See Response to Public Comment Nos. 6, 26 and 30.
36	Not Provided	<p>Thank you for your consideration of big game and sage grouse habitat when making leasing decisions. I would suggest/ask that you remove all parcels</p>	Big Game Habitat	See Response to Public Comment Nos. 6, 26 and 30.

		in crucial winter range from this sale, particularly coming off this big winter.		
37	Studer	Thank you to the BLM for removing the Sage Grouse priority Habitat from the September oil lease sale in Wyoming. I urge you to also remove the parcels included which overlap Big Game critical winter range from the sale. After the increased winter kill from the heavy late snows, Wyoming cannot support the loss of critical winter range in the upcoming winter of 2023-2024.	Big Game Habitat	See Response to Public Comment Nos. 6, 26 and 30.
38	Kauffman	I am in favor of the Wyoming Outdoor Councils support of limiting BLM land sales for oil and gas development. Our state must be a leader in wildlife conservation. Wyoming's wildlife has such a huge impact on the quality of life in Wyoming. Let's not risk losing that. Thank you.	General	We have received and reviewed your comment. Based on the review, no response is required.
39	Meyer	Please remove parcels on critical winter range from proposed oil and gas leasing.	Big Game Habitat	See Response to Public Comment Nos. 6 and 30.
40	Hamburg	Disturbance to pronghorn and deer from oil and gas field development should be avoided in crucial winter range. Harsh winters in particular can negatively impact herds, and human activity in winter habitat further stresses them when they are physically weakest. Removal of lease parcels in sage grouse priority habitat from the original proposal will help reduce oil and gas field development impact on this threatened specie, and the remaining parcels in this habitat should also be removed.	Big Game Habitat	See Response to Public Comment Nos. 6, 26 and 30.
41	Withheld	As a Public Lands owner I want BLM to remove all proposed parcels which are in Sage Grouse habitat as well as those which infringe on critical winter Mule Deer & Pronghorn habitat. I have lived 57 years in WYO and I want my children and ALL other folks who want to visit our great state to be able to enjoy our Public Lands, wildlife, rivers, and unspoiled country. These NATURAL resources are our Heritage in Wyoming & can be preserved for all future	Big Game/Sage-grouse Habitat	See Response to Public Comment Nos. 6, 26, 29 and 30.

		<p>generations , unlike petroleum resources which are on their way OUT! The Petro kings have plenty of leases to develop without more damage to our wildlife, public lands, water and clean air.</p> <p>Thanks for listening & sometimes actually protecting OUR BLM lands.</p>		
42	Voigt	<p>Wyoming wildlife is undergoing stress due to warmer summer weather and above average snowpack this winter. It is important to protect our public land winter range and the sage brush habitat that Wyoming wildlife depend on to survive. Oil and gas development on the winter range disturbs wildlife and has a negative impact on big game populations. There is currently a large acreage of public land that has been leased but is sitting idle. There is no logical reason to open up more of Wyoming public winter range for oil and gas development.</p>	Big Game Habitat	See Response to Public Comment Nos. 6, 26 and 30.
43	Petroleum Association of Wyoming (PAW)	<p>The BLM states in this assessment that “The decision as to which public lands and minerals are open for leasing and what leasing stipulations may be necessary is made during the land use planning process”, i.e., during development of a Resource Management Plan. The Expressions of Interest submitted to the BLM and listed in the scoping notice overlaid lands designated as available for oil and gas development in their respective RMPs. Yet from scoping to now, the BLM has removed 34 parcels, with a corresponding reduction of 28,169 acres. While the proposal to offer the remaining 81 parcels and their associated 67,302 acres is a good step, those lost acres represent lost opportunities. It increases the potential for less effective development programs and will surely result in lost opportunities to generate economic activity and a fair return to the American public. The BLM is taking these actions not based on any restrictions outlined in</p>	IM 2023-007	<p>BLM has provided additional information in Alternative 3 (see EA section 2.3) as well as Table 2.3 to clarify parcel leasing preference under IM 2023-007. BLM utilized the best available information from the Field Office RMPs, Interdisciplinary teams, and coordination with the Wyoming Game and Fish Department, including sage-grouse local working groups, to determine leasing preference for all parcels according to IM 2023-007. IM 2023-007 states that the BLM will give preference to lands that would not impair the proper functioning of important fish and wildlife habitats or connectivity areas. The IM does not provide specific habitat requirements or conditions. Parcels may have a low lease preference based upon habitat requirements for specific life stages, e.g. brood rearing.</p>

		<p>the in-effect RMPs but on new policies issued during the last two years.</p> <p>One of those new policies is outlined in Instruction Memorandum IM 2023-007. This IM dictates new policies for the BLM to consider when putting together a lease sale. It delineates five new prioritization categories that are to be afforded greater weight than currently expressed in any RMP. Each of these factors has already been sufficiently considered and conditions created to appropriately mitigate any conflicts. This IM was used to defer a number of parcels in this lease sale. The BLM indicated it was due to the presence of important fish and wildlife habitats or connectivity areas within the parcels but does not go into detail about what was actually present. The BLM has still not offered any indication of the thresholds it considers unacceptable when deferring a lease due to one or more of these criteria. PAW again requests this information be detailed in the environmental assessment. PAW encourages the BLM to not operate under this arbitrary policy of outright deferral but instead adhere to the directives outlined in the RMPs.</p>		
44	PAW	<p>The other primary area of concern is the BLM's continued use of a revised sage grouse habitat prioritization process, which in this instance is the cause of deferral for 23 parcels. As the BLM acknowledged in the assessment, lands available for oil and gas development are determined at an earlier stage. Lands underlying these 23 parcels are available. At this point, it should be the decision of a company whether or not to bid on the lease. Additionally, the BLM has had no encouragement from the Wyoming Game and Fish Department to defer these leases. The BLM and WGFD have an MOU in place to coordinate on the review of lease sale parcels to ensure necessary wildlife stipulations are in appended.</p>	Sage-grouse	<p>All parcels containing Greater Sage-grouse habitat management areas are fully analyzed in the EA (see EA section 4.3 for a full discussion of Greater Sage-grouse prioritization.) The BLM does not have a policy which directs deferral of all parcels in priority habitat management areas.</p>

		The WGFD has jurisdiction over this species. It is not the BLM's responsibility to take action on this species without express direction from the WGFD.		
45	PAW	A final factor PAW requests additional clarification on are the criteria the BLM considers during the initial selection process of EOIs to be offered in a lease sale. The process is detailed in IM 2023-010 once an EOI has been selected, but this IM does not provide detail on the first step in the process. PAW would like to know, of the universe of EOIs in the BLMs system, how does it decide which EOIs to initially consider.	IM 2023-010	BLM considers all EOIs which have been submitted with the full application fee. If the fee amount is not accurate, the EOI is not processed until the full nomination fee is paid. Once the full nomination fee is received, the BLM processes each EOI received within the nomination period (the first two months of the quarter). Each EOI is reviewed to determine if the lands are open for lease, are not currently leased, are not currently proposed for lease, etc. Any lands which may be encumbered by existing nominations, proposals or leases are removed from further consideration. All remaining lands within the EOI are placed into a parcel within existing parcel requirements under 43 CFR § 3120.2-3 and BLM Handbook 3120-1 (H-3120-1). Parcels are then reviewed for any other conflicts which may prevent land from being offered. Once all lands are reviewed a second time, parcels are posted for a 30-day scoping period to provide the public an opportunity to comment and help BLM establish potential alternatives and issues to consider in the NEPA analysis.
46	Burman	Thanks to the BLM for taking 28,000 acres of critical sage-grouse habitat off the table for the September sale. I am so glad to see this and hope this continues for future sales. However, this sale continues to include big game crucial winter range, which should be removed from this sale. The state is already losing critical habitat and the health of Wyoming big game is even of more concern after the winter loses this year.	Big Game Habitat	See Response to Public Comment Nos. 6, 26 and 30.
47	Stahl	Thank you for the opportunity to comment on the BLM's Third Quarter Competitive Oil and Gas Lease Sale. While I appreciate BLM's deferral of parcels containing Greater Sage-Grouse priority habitat, I am concerned that BLM continues to lease out new land for oil and	Bonding	See Response to Public Comment No. 9.

		<p>gas development without first updating federal onshore bonding requirements. The Mineral Leasing Act stipulates that oil and gas operators must provide a bond ensuring “complete and timely plugging of wells, reclamation of lease areas, and the restoration of any lands or surface waters adversely affected by lease operations.” Current bonding requirements do not meet these standards.</p> <p>Despite federal funding for reclamation of orphan oil and gas wells, the orphan well crisis remains a multi-billion dollar problem. Using federal taxpayer dollars to fund cleanup of an industry-caused issue does not get to the root of the problem: BLM’s bonding requirements are insufficient to cover reclamation of wells and must be updated to reflect actual reclamation costs. Federal bonding requirements have not been updated in over 60 years, and as such, do not account for the advanced technology and complexity of modern oil and gas extraction techniques. 60 years is far too long for requirements to have not been updated - the changes that have occurred in oil and gas extraction in that time are astronomical.</p> <p>If BLM continues with oil and gas lease sales without updating federal onshore bonding requirements, the agency will be in violation of the Mineral Leasing Act. I urge BLM to defer new leasing until updated bonding requirements are in place.</p>		
48	Friends of the Earth (FOE)	<p>Attached, please find the signatures of 18,232 Friends of the Earth supporters.</p> <p>RE: Cancel the upcoming oil and gas lease sales</p> <p>Bureau of Land Management,</p>	General	We have received and reviewed your comment. Based on the review, no response is required.

		<p>The proposal for the upcoming oil and gas lease sales threatens North Dakota, Montana, Michigan, Mississippi, Louisiana, Utah and Wyoming's most critical public lands. Fossil fuel extraction threatens to poison public lands and pollute surrounding communities. We cannot prioritize oil and gas drilling over the health of people and the planet.</p> <p>Continuing to extract and burn fossil fuels in the midst of a global climate crisis is a grave mistake. The recently released IPCC report was clear: we cannot afford new and expanded fossil fuel production. Recent wildfires and intensifying hurricanes demonstrate the dangers of what's to come if we continue to allow public lands to be a tool for the fossil fuel industry to line their pockets.</p> <p>I urge you to cancel the upcoming oil and gas lease sales on North Dakota, Montana, Michigan, Mississippi, Louisiana, Utah, and Wyoming's public lands.</p>		
49	FOE	<p>Attached, please find the signatures of 18,232 Friends of the Earth supporters.</p> <p>RE: Cancel the upcoming oil and gas lease sales</p> <p>Bureau of Land Management,</p> <p>The proposal for the upcoming oil and gas lease sales threatens North Dakota, Montana, Michigan, Mississippi, Louisiana, Utah and Wyoming's most critical public lands. Fossil fuel extraction threatens to poison public lands and pollute surrounding communities. We cannot prioritize oil and gas drilling over the health of people and the planet.</p> <p>Continuing to extract and burn fossil fuels in the</p>	General	We have received and reviewed your comment. Based on the review, no response is required.

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50	TWS	<p>The IRA did not enact a leasing mandate but rather made at least some oil and gas leasing a requirement for issuing wind or solar development ROWs. While DOI has stated that it is proceeding with new lease sales "to comply with congressional direction on oil and gas leasing through the [IRA]," it has not established how the proposed oil and gas lease sales align with plans to issue ROWs for wind and solar development. IM 2023-006 does detail how the BLM will determine the acreage it must offer for oil and gas leasing in order to issue wind or solar ROWs pursuant to the IRA and defines the period for calculating the acreage requirement as the "year before the wind or solar energy right-of-way is issued." However, if DOI is going to conduct lease sales to comply with the IRA's tethering provisions, it should do so as part of a clearly articulated and concerted national strategy rather than holding lease sales piecemeal, state office by state office. Any leases offered as part of this lease sale or related lease sales in the one-year period should indeed be part of a plan to issue wind or solar permits. We urge the BLM to offer for lease the minimum amount of acreage necessary under the IRA to enable it to issue renewables ROWs.</p>	Renewables and IM 2023-006	<p>All EOIs are offered, as defined in IMs 2023-006 and 2023-010. BLM is conducting quarterly lease sales in conformance with the MLA and IRA. The formula to be used to calculate the acres in order to issue a ROW is listed in IM-2023-006 (pg. 2). IM-2023-006 (bottom of pg. 3) states, "The BLM will calculate this acreage and review the formula on the day the BLM plans to issue a wind or solar energy right-of-way." Based upon the language of the IM, any calculation of the required acreage in order to issues ROWs pursuant to the IRA is outside the scope of this EA. Due to the uncertainty surrounding the acreage of expressions of interest that the BLM will receive in the future, the BLM does not match the minimum requirements of acreage offered to EOI acreage submitted. Instead, the BLM is using IM 2023-007 to ensure that oil and gas is not prioritized over other land uses, consistent with BLM's mandate of multiple-use and sustained yield. The BLM is carefully considering what lands make the most sense to lease in terms of expected yields of oil and gas, prospects of earning a fair return for U.S. taxpayers, and conflicts with other uses, such as outdoor recreation and wildlife habitat.</p>

51	TWS	<p>The BLM should issue guidance eliminating or minimizing the use of blanket bonds and require that bonds be based on the full costs of plugging, abandonment, and reclamation. The Mineral Leasing Act (MLA) requires adequate bonding. 30 U.S.C. § 226(g). In the environmental review for this lease sale, please disclose how many idle and orphan wells are currently present within the designated lease parcels and at a cumulative level in nearby areas; explain how additional leasing in areas with idle and orphan wells will protect the interests of the BLM, the state, and citizens in the area; and consider alternatives and mitigation measures, such as lease stipulations, that require plugging old wells before drilling new wells within a lease parcel.</p>	Bonding	See Response to Public Comment No. 9.
52	TWS	<p>The BLM should issue guidance to prevent actors with a history of violating the terms of federal oil and gas leases from purchasing or otherwise acquiring new leases. We appreciate that in IM 2023-008 the BLM states that it will no longer accept anonymous EOI submissions. Additionally, we urge the BLM to establish criteria for identifying “responsible qualified bidders.”</p>	Responsible Bidders	<p>Section 17(g) of the Mineral Leasing Act of 1920, as amended, prohibits the BLM, acting for the Secretary, from issuing an oil and gas lease or approving an assignment or transfer to an oil and gas lease to any entity that has failed or refused to comply with reclamation requirements. Under Department regulations at 43 CFR 3102.5-1(f), BLM state offices are NOT to issue an oil and gas lease or approve an assignment or transfer to any entity shown on the current list. BLM does verify the names of potential bidders, based upon bidder registration forms, in accordance with IM 2022-042 and Section 17(g) of the MLA.</p>
53	TWS	<p>Even with agency guidance regarding implementation of the IRA’s leasing provisions in place, new regulations for the federal onshore oil and gas program remain paramount for ensuring durable, holistic reform. We call on the Interior Department to issue its proposed rule to reform fossil fuel leasing and permitting regulations and implement the IRA’s leasing-related provisions modernizing the MLA before holding the BLM Wyoming 2023 Third Quarter Oil and Gas Lease Sale. Releasing a proposed</p>	Rule Making	<p>The reference to noncompetitive leasing Section 4.6.2.1 (socioeconomics, pg. 86) has been fixed. In addition, any rulemaking or regulation changes by the agency are outside the scope of this EA.</p>

		<p>rule before holding new lease sales is critical to ensuring that the rulemaking moves forward expeditiously.</p> <p>The rulemaking should address the IRA’s increases to the federal onshore royalty rate, rental rates, and minimum lease bid, establishment of a \$5/acre EOI fee, elimination of noncompetitive leasing, and the requirement of a methane royalty on federal leases, including from vented and flared gas. Regulation must also reform the currently inadequate bonding regime, left out of the IRA but for which Interior has ample authority to address, as well as many other programmatic reforms.</p> <p>An important reason to update regulations immediately and certainly before another lease sale is that the Draft EA itself erroneously refers to noncompetitive leases, which are now disallowed under the IRA.</p>		
54	TWS	<p>Leasing leads to degradation of air and water quality, release of greenhouse gases that disrupt the climate, and limitations on opportunities to enhance recreation, including discouraging investments in recreation assets.</p> <p>Under the MLA, Interior may choose to lease “where eligible lands are available.” 30 U.S.C. § 226(b)(1)(A). The BLM retains discretion to determine what lands qualify as eligible and available. E.g., <i>W. Energy All. V. Biden</i>, No. 21-cv-13-SWS, at *18 (D. Wyo. Sept. 9, 2022) (“‘Eligible’ and ‘available’ are not defined by Congress in the MLA, which necessarily delegates the matter to the agency.” (citation omitted)). The MLA does not define or discuss a nomination process for leasing those lands, and, likewise, the IRA leaves to Interior the discretion to determine a process (if any) for soliciting EOIs. As such, the agency may determine the process for nominating lands to be leased, including by EOIs, which Interior itself</p>	EOIs	<p>Each Field Office (FO) Resource Management Plan (RMP) indicates which lands are available for fluid minerals leasing. BLM responds to the EOIs received by interested parties via the National Fluids Lease Sale System (NFLSS). If all EOI application fees are received, the BLM processes the EOIs as described in Response to Comments No. 45. In addition, the BLM reviews each of these parcels in regards to the Greater Sage-Grouse Prioritization process (outlined in the EA, Sections 4.3.2 and 4.3.3), IM-2023-007 (EA, Section 2.3, and specific field office interdisciplinary team reviews. This information is all gathered and included in the NEPA analysis and posted for a 30-day public comment period. After the 30-day comment period, the BLM reviews and responds to the comments received and updates the EA, as necessary. After responding to comments and updating the EA, if necessary, the BLM posts the NEPA for a 30-day public protest period. After the 30-day protest period, the BLM responds to those protests, finalized the NEPA and prepares a decision record (DR) for the authorized officer to sign. Review</p>

		<p>created in its regulations. See 43 C.F.R. § 3120.3-1. Given the Interior Department’s considerable authority and discretion over if and when to hold oil and gas lease sales, the agency should establish in regulation – and in additional guidance in the interim – that EOIs may be submitted and accepted only if there is an announced lease sale and only for lands eligible and available for leasing based on various screens, including conservation and climate priorities, community impacts, multiple use, and taxpayer fairness. The BLM should also establish a new lease nomination process in line with the “formal” nomination process set forth in 43 C.F.R. § Part 3120 (Competitive Leases), where the BLM would similarly develop a selection of lands that may be nominated for leasing in a particular sale based on various screens.</p>		<p>of these parcels continues until the DR is signed. If no EOIs are submitted by interested parties, the BLM would not hold a sale unless specific lands are identified, through internal review, for lease (e.g. unleased lands which may be producing or drainage may be occurring). A more descriptive or 'formal' nomination process is outside the scope of the EA. In addition, all EOIs are offered, as defined in IMs 2023-006 and 2023-010.</p>
55	TWS	<p>According to the Government Accountability Office (GAO), the BLM holds an average of \$2,122 per well in bonding (as of 2018), while average reclamation costs on federal lands range from around \$20,000 to \$145,000 per well. As of 2021, there were 27,383 producible federal wells in Wyoming, which means the bonding shortfall – the amount of the oil and gas industry’s reclamation costs that could fall to taxpayers – may range from approximately \$550 million to just under \$4 billion. Offering additional leases without adequate bonding will only increase the burden on the public and leave numerous orphaned wells to degrade our public lands.</p> <p>The existing regulatory framework for inactive and orphaned wells is completely inadequate, as it lets industry shift millions in clean-up costs to taxpayers and fails to protect public lands, waters, and nearby communities from the impacts of aging and abandoned infrastructure.</p>	Bonding	See Response to Public Comment No. 9.

		<p>GAO and Interior’s Inspector General have both repeatedly advised the BLM to strengthen its oversight of inactive and orphaned wells, including by increasing bond amounts to reflect the actual costs of reclamation. The BLM should issue additional guidance in the interim as it works to amend its oil and gas regulations to eliminate or minimize the use of blanket bonds and require that bonds be based on the full costs of plugging, abandonment, and reclamation. The agency should issue new policies that increase oversight of inactive wells and limit the ability of operators to indefinitely delay final reclamation.</p>		
56	TWS	<p>Speculative leasing has long hindered the federal oil and gas program, not only as a result of oil and gas speculators formerly being able to purchase leases noncompetitively, but also because the BLM has opened up 90 percent of western public lands to oil and gas leasing. Speculation on lands with little drilling potential wastes the BLM’s time and resources and locks up public land that should be devoted to uses in the greater public interest. For this Wyoming lease sale, 91 parcels covering about 72,301 acres of lands with low development potential have been nominated, which, if sold, would perpetuate this long-standing and redressable problem. Current leasing procedures also insufficiently screen out unqualified applicants or so-called bad actors, who have a history of abandoning and orphaning wells, missing payments, and other poor practices. Recently released IM 2023-007 begins to address this problematic issue by detailing criteria the BLM offices will use to evaluate nominated parcels, which the BLM should apply to the parcels in this lease sale. DOI should go further by embedding these criteria in its rulemaking and establishing a robust framework</p>	IM-2023-007	See Response to Public Comment No. 43.

		<p>that employs these leasing availability screens before scoping to determine which lands are eligible and available for nomination via EOIs. The BLM should establish in regulation that any lands with low or no development potential, lands that are covered by a reasonably foreseeable development (RFD) scenario that does not assess and specifically identify development potential, and lands that are covered by an outdated RFD scenario should not be available for nomination.</p>		
57	TWS	<p>During the prior administration, 20 percent of the leases offered by BLM in Wyoming (between Jan. 2017 and Apr. 2019) were located in big game habitat areas and migration corridors identified as “priorities” by the state. This lease sale could further degrade critical wildlife habitats in Wyoming, as over 9,000 acres are located in big game crucial ranges or migrations corridors, and over 86,000 acres are located in Greater Sage-Grouse habitat.</p> <p>The BLM should not offer leases on lands determined to be important habitat value for wildlife or fish species. As noted above, IM 2023-007 begins to address this issue by detailing criteria the BLM offices will use to evaluate nominated parcels, which the BLM should apply to the parcels in this lease sale. DOI should go further by embedding these criteria in its rulemaking and establishing a robust framework that employs these leasing availability screens before scoping to determine which lands are eligible and available for nomination via EOIs. DOI should establish a robust framework that uses leasing availability screens that include wildlife and fish habitat (based on the most current and accurate data layers available from the relevant State BLM Office(s) and the appropriate state fish and wildlife agencies, as well as input received via</p>	IM 2023-007	See Response to Public Comment No. 43.

		Tribal consultation and public participation) to determine which lands are eligible and available for nomination. The BLM should establish in regulation that any lands where impacts to fish and wildlife could not be avoided or mitigated if development activities were to occur would not be available for nomination.		
58	TWS	IM 2023-007 directs deferral of parcels that receive a “low” value leasing preference. If there are “no high preference parcels available for the sale,” the office is guided to select “one or more low preference parcels that present the least conflicts based on the criteria.” While the IM preferences leasing parcels with “[p]roximity to existing oil and gas development,” these areas risk further concentrating and expanding development, exacerbating ongoing and historical degradation to the affected area and the public health of nearby communities. The BLM should therefore not designate as high preference for leasing – and should instead defer – any low development potential parcels that happen to be near existing development. We urge the BLM to prioritize community health and environmental justice, values the Administration has committed to upholding. The presence and availability of a single parcel with high value leasing preference designation urges deferral of all parcels with a low value leasing preference designation. Thus, we recommend that the BLM apply the criteria in IM 2023-007, clearly designate parcels as having a low value leasing preference, and defer all parcels that receive even a single low value leasing designation based on the criteria.	IM 2023-007	See Response to Public Comment No. 43.
59	TWS	Leasing decisions in the Rock Springs Field Office are being made in accordance with an outdated plan from 1997 or, for one area, the Jack Morrow Hills, an amendment to the 1997 plan that was finalized in 2008. BLM is	Rock Springs RMP	RMP amendments are outside the scope of this EA. In addition, the BLM’s planning regulations at 43 CFR 46.160 specifically provide that the BLM may act under an existing RMP even though it may be in the process of preparing an RMP revision. In addition, as stated

		<p>currently revising the Resource Management Plan (RMP) for this field office. Scoping began in 2011, but a draft has yet to be released for public review. The agency is severely restricting decision space for the updated RMP by leasing parcels in the field office now. As such, BLM should defer the remaining parcel (1632) covering 1,992.52 acres in the Rock Springs Field Office.</p> <p>Leasing during an RMP revision undermines public involvement in the RMP process. The agency has previously deferred leasing during RMP revisions, and must do so again now, so that leases are offered in areas identified by an up-to-date RMP informed by the most current, best available science and latest public input.</p>		<p>in H-1601-1 on page 47, it is BLM policy that existing land use plan decisions remain in effect until an amendment or revision is complete or approved. The parcels available for lease under the Proposed Action are designated as open in the applicable RMP-EIS.</p>
60	TWS	<p>Leasing decisions in the Buffalo Field Office are, similar to Rock Springs, being made in accordance with an invalidated plan from 2015. The BLM is currently revising the RMP for this field office and is still in the scoping phase. The agency is severely restricting decision space by leasing parcels in the field office now. As such, the BLM should defer all remaining 34 leasing parcels in the Buffalo Field Office.</p> <p>Leasing during an RMP amendment – particularly under an invalidated RMP – severely undermines public involvement in the RMP process. The agency has previously deferred leasing during RMP revisions, and must do so again now, so that leases are offered in areas identified by an up-to-date RMP informed by the most current, best available science and latest public input.</p>	Buffalo RMP	<p>RMP amendments are outside the scope of this EA. Nothing in BLM policy, or regulation, requires that BLM not manage lands in accordance with existing RMP decisions (see 4th Quarter 2018, Supplemental February 2019 Protest Decision, February 22, 2019, at 9).</p>
61	TWS	<p>This sale includes numerous parcels in crucial wildlife habitat: 2 parcels contain crucial winter range for elk; 2 parcels contain crucial winter range for mule deer; and 4 parcels contain crucial winter range for pronghorn. Alternative 3 appropriately identified some parcels for</p>	Big game	<p>The WGFD, who has regulatory authority over populations of big game, has not requested that BLM change management direction for these wildlife species, or requested that BLM not offer the subject lands. BLM has recognized that the TLS is in support of the big game populations when they may be in their most</p>

		<p>deferral based on the screening criteria in IM 2023-007. But we urge the BLM to defer the remainder of the parcels that overlap with these important areas.</p> <p>BLM must address the best available science on mule deer and other ungulate species and thoroughly consider the implications of that research. New studies are shaping understanding of how ungulates adapt, or don't, to oil and gas development and other anthropogenic disturbance. For example, recent peer-reviewed studies indicate that migratory behavior is not the same across ungulate species, and that mule deer differ from other herbivores because they have very high fidelity to their migration routes with little to no adaptability as to where they migrate. Mule deer alter their rate and timing of movement through stopovers in response to development, diminishing the benefits of migratory foraging. Disturbance from energy development causes not only direct habitat loss but has a multiplicative effect through avoidance behavior resulting in indirect habitat loss 4.6 times greater than direct habitat loss from roads, well pads, and other infrastructure.</p> <p>The analysis in the respective RMPs predates a wealth of significant new science, much of it specifically regarding the impacts of energy development on mule deer. Before moving forward with leasing, the agency must acknowledge and assess the increased risk to Wyoming's herds that these studies document. Additionally, BLM should not be leasing in crucial big game winter range. Extensive leasing in crucial winter range would have significant adverse impacts on Wyoming's elk, pronghorn, and mule-deer herds. BLM is required to manage public lands "in a manner that will provide food and habitat" for all wildlife. 43 U.S.C. § 1701(a)(8). By avoiding leasing in</p>		<p>vulnerable state during harsh winter conditions. As BLM has responded prior, at the site-specific stage, BLM can identify other mitigation and with sufficient justification, control the maintenance and production actions of any future wells occurring in CWR. Until a discrete proposal is submitted, and BLM can assess the conditions that exist at that time, more precise analysis would be speculative. As well, mitigation has to be tailored to the project at hand which cannot be done without a proposal for occupancy.</p>
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		crucial winter range, BLM can uphold its duty to provide food and habitat for these critically important big game species.		
62	TWS	<p>Leasing lands with low potential for oil and gas development violates FLPMA’s multiple use mandate. The MLA directs the BLM to hold periodic oil and gas lease sales for “lands . . . which are known or believed to contain oil or gas deposits.” 30 U.S.C. § 226(a). DOI has, through its internal administrative review body, recognized this mandate. See <i>Vessels Coal Gas, Inc.</i>, 175 IBLA 8, 25 (2008) (“It is well-settled under the MLA that competitive leasing is to be based upon reasonable assurance of an existing mineral deposit.”).</p> <p>In its “Report on the Federal Oil and Gas Leasing Program,” the Interior Department specifically recognized that leasing land with low and no development potential is flawed and wasteful. The report found that it is “common practice” for BLM “to leave the majority of Federal lands open for leasing.”</p> <p>The report directs BLM to “evaluate operational adjustments to its leasing Tprogram that will avoid nomination or leasing of low potential lands and instead focus on areas that have moderate or high potential for oil and gas resources and which are in proximity to existing oil and gas infrastructure.” BLM must comply with this directive as soon as possible, including by deferring any lands with low or no development potential from this lease sale.</p> <p>For this proposed sale, 69 proposed parcels or portions of parcels contain low or very low development potential for oil or gas deposits, according to data from BLM’s RFD scenarios created for each Field Office. It appears that the BLM intends to offer at least 25 of these parcels, though possibly ten more, with low potential for leasing. Leasing these parcels would violate the</p>	Low Development Potential	Clarifications to how IM 2023-007 was implemented have been made in section 2.3 of the EA. In addition, Table 4.9 (pp. 73-79) indicates which parcels would be available and which parcels would be deferred under Alternative 3.

		<p>multiple use mandate, because the purpose of leasing lands for oil and gas development is to provide for production of oil and gas – low potential lands are unlikely to actually produce these resources. Leases in low potential areas generate minimal to no revenue but can carry significant cost in terms of resource use conflicts. Leases in low potential areas are most likely to be sold at or near the minimum bid and are least likely to produce oil or gas and generate royalties. Worse, those lands will stand encumbered by leases, limiting BLM’s ability to manage for other uses and resources.</p> <p>In offering the parcels involved in this sale that are in low potential lands, BLM risks precluding management decisions for other resources and uses, such as wilderness, recreation, and renewable energy development. Prioritizing leasing of low potential land would violate FLPMA’s multiple use mandate and improperly elevate oil and gas leasing above other uses. We therefore urge deferral of all parcels or portions of those parcels with low development potential, in accordance with IM 2023-007.</p>		
63	TWS	<p>To prevent oil and gas companies from saddling American taxpayers with their reclamation costs, the BLM must require full-cost bonding as a condition of lease acquisition. Under the MLA, the BLM is required to adopt standards that “ensure the complete and timely reclamation of the lease tract, and the restoration of any lands or surface waters adversely affected by lease operations. . . .” 30 U.S.C. § 226(g) (emphasis added). BLM must also ensure that lease operators provide “adequate” bonding, i.e., bonding that will ensure “complete and timely reclamation.”</p> <p>In its “Report on the Federal Oil and Gas Leasing Program,” DOI also found that BLM’s oil and gas bonding levels are “inadequate . . .</p>	Bonding	See Response to Public Comment No. 9.

		<p>and increase the risk that taxpayers will be required to cover the cost of reclaiming wells in the event that the operator refuses to do so or declares bankruptcy. The report directs the BLM to set new bonding levels based taking into consideration changes in technology, the complexity and depth of modern wells, inflation, and the risk of abandonment” and to do so as soon as possible, at a minimum for “high risk leases.” Accordingly, the BLM must require bonds that reflect the full and complete costs of reclamation and restoration. To ensure this happens, the BLM should incorporate a new term into all leases now under consideration that requires a detailed assessment of potential reclamation and restoration costs in advance of surface disturbing activities and bonds that are equal to or in excess of those costs. Such a step would help the BLM address GAO’s primary recommendation on bonding: “The Director of BLM should take steps to adjust bond levels to more closely reflect expected reclamation costs, such as by increasing regulatory minimums to reflect inflation and incorporating consideration of the number of wells on each bond and their characteristics.”</p>		
64	TWS	<p>We commend the BLM for considering deferral of parcels in Priority Habitat Management Area (PHMA) under Alternative 3. The BLM should indeed defer all parcels or portions of parcels that contain acreage designated as PHMA but also all parcels or portions of parcels that contain acreage designated as General Habitat Management Area (GHMA) under the 2015 Greater Sage-Grouse Resource Management Plan Amendments (the 2015 Plans). A key component of the 2015 Plans requires BLM to prioritize new oil and gas leasing outside of PHMA and GHMA to protect that</p>	Sage-grouse	<p>All parcels containing Greater Sage-grouse habitat management areas are fully analyzed in the EA (see EA section 4.3 for a full discussion of Greater Sage-grouse prioritization.) The BLM does not have a policy which directs deferral of all parcels in priority habitat management areas.</p>

		<p>habitat from future disturbance. In May 2020, the BLM's national policy addressing prioritization, Instruction Memorandum 2018-026, was struck down by a court. <i>Montana Wildlife Federation v. Bernhardt</i>, No. 18-cv-69-GF-BMM, 2020 WL 2615631 (D. Mont. May 22, 2020). BLM has not adopted new national guidance on the prioritization requirement and has represented to the Montana court that the agency's previous prioritization guidance (adopted in 2016) also is not in effect. As a result, there is currently no national guidance providing direction on how prioritization is to be applied. Complying with the prioritization requirement of the 2015 Plans must be a central consideration for any lease parcels in PHMA or GHMA. The BLM should defer all parcels containing PHMA or GHMA at least until new national guidance is issued.</p> <p>The BLM is in the process of reviewing and amending the 2015 Plans to address changed conditions and new information since 2015, as well as the impacts of climate change on the sage-grouse. In light of this review, all parcels in sage-grouse habitat should be deferred while the BLM considers revisions to the 2015 Plans. Maintaining and increasing sage-grouse populations will require amending the 2015 Plans to add new terms and conditions, such as potentially closing PHMA and/or GHMA to new leasing. In the meantime, leasing in PHMA and GHMA must be deferred to avoid committing additional habitat to mineral development under terms that are inadequate to protect the sage-grouse.</p> <p>Leasing in GHMA must be deferred to ensure future conservation opportunities, especially given the breadth of undeveloped leased lands in Wyoming, while RMP plans are being reviewed.</p>		
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65	TWS	<p>The BLM has not taken the required “hard look” at potential environmental impacts, as required by NEPA. Under NEPA, BLM must evaluate the “reasonably foreseeable” site-specific impacts of oil and gas leasing prior to making an “irretrievable commitment of resources.” <i>New Mexico ex rel. Richardson</i>, 565 F.3d at 718; see also <i>Sierra Club v. Hodel</i>, 848 F.2d 1068, 1093 (10th Cir. 1988).</p> <p>Here, the BLM is in fact proposing to make an “irretrievable commitment of resources” by offering leases without reserving the right to prevent future development; the site-specific impacts are “reasonably foreseeable” and should be analyzed in this Draft EA, rather than waiting until a leaseholder submits an application for permit to drill (APD). Unfortunately, the Draft EA takes exactly the wrong approach and contains essentially no discussion of impacts to greater sage-grouse. The Draft EA claims that “it is difficult to predict exactly what impacts may occur” on the leases to be sold, but that impacts “would be similar to those discussed in the individual field office RMP and the 2015 ARPMA.” Despite there being over 300 new scientific publications that have released since the 2015 ARPMA, the Draft EA contains no forecast of the impacts to sage-grouse populations from the specific leases being considered for sale under the two action alternatives. This approach violates NEPA, and BLM must take the site-specific impacts of leasing into account at this stage.</p> <p>Here, the BLM can develop a reasonable forecast of how these leases will impact sagegrouse, just as it has done for their greenhouse gas impacts. For example, the agency can look to nearby existing development to assess where and how much drilling may occur on the proposed leases. Indeed, with</p>	Hard Look	<p>The BLM will conduct site-specific analysis when and if an APD is submitted. The BLM will determine whether the stipulations (Refer to Appendix 5.1) are sufficient or whether additional mitigation in the form of conditions of approval are necessary to effectively mitigate potential impacts when the specific location(s) of proposed disturbance are known. The act of leasing will not result in direct impacts to resources. Each field office RMP indicates lands that are open to oil and gas development, and forecasts potential impacts that may result when and if develop occurs. The stipulations that mitigate effects are described in Appendix 5.1. All parcels containing Greater Sage-grouse habitat management areas are fully analyzed in the EA (see EA section 4.3 for a full discussion of Greater Sage-grouse prioritization.)</p>
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66	TWS	<p>A climate screen could be grounded, first, in a qualitative analysis of (a) the present severity and intensity of climate change impacts occurring to the BLM resource area under consideration and (b) projected impacts to that resource over the next 10 years (primary lease term), rooted in the best available science and information to assess whether impacts are causing unnecessary or undue degradation or inhibiting achievement and maintenance of sustained yield of renewable resources. To establish the proper baseline and projections for the region and the resource area impacted, the BLM would need to reference sources such as the National Climate Assessment and high-quality regional and local scientific research and studies on the resource, including species threats, wildlife migration and habitat, air and</p>	Climate Screen	<p>Thank you for your suggestion. The BLM will review these options for potential use in future NEPA. A climate screen may be appropriate at a programmatic or RMP level to inform land use planning. Unlike other resource area such as Wildlife and Cultural Resources, climate change and GHG emissions in general do not have any overarching Federal regulations or acts which can be used to justify and support deferring, denying or requiring mitigation. Where appropriate, the BLM defers parcels or requires mitigation based on ensuring compliance with Federal regulations such as the Endangered Species Act, National Historic Preservation Act, Migratory Bird Act, Clean Air Act, Clean Water Act and other overarching regulations and laws which provide a legal justification for making such decisions. No such Federal regulation exists for climate change that would allow the BLM to defer, deny, or require mitigation based on climate impacts. BLM also refers</p>

		<p>water quality and quantity, public health impacts, viewsheds, and other conservation values. Second, the screen could involve a quantitative assessment of consistency of the projected GHG emissions from the lease sale (the aggregated emissions from all related lease sales for that period) with climate imperatives, which could take several forms: the global 1.5°C target; the goal to achieve net zero emissions by 2050; or the United States' commitment to reduce net greenhouse gas emissions by 50% from 2005 levels by 2030. Alternatively, the quantitative component could be the climate test discussed below. Based on a reasoned evaluation of both the qualitative and quantitative factors indicating climate impacts to the resource, the BLM would determine whether to defer lease parcels or otherwise mitigate the GHG emissions, just as it would under a reasoned evaluation of conflict with, for example, a wildlife corridor or cultural resource values.</p>		<p>the reader to Section 4.1 which discusses air quality and greenhouse gases.</p>
67	TWS	<p>One method that the BLM could use to implement a climate screen is the climate test developed by scientists and attorneys at the Natural Resources Defense Council (NRDC). Their approach offers a novel and scalable tool to evaluate the significance of GHG emissions from new fossil fuel development and achieves something that the BLM's simpler, static comparison of project emissions to total U.S. or global levels cannot: objectively determining a project's significance in terms of its contribution to driving warming over time, in the context of the entire energy system with consideration to the project's relative role therein, and all relative to the constraints necessary for limiting warming to 1.5°C. The result is a quantitative measure of a project's consistency with climate goals, where the numerical value of the climate test's</p>	Climate Test Methodology	<p>Thank you for your suggestion. The BLM will review these options for potential use in future NEPA. A climate screen may be appropriate at a programmatic or RMP level to inform land use planning. Unlike other resource area such as Wildlife and Cultural Resources, climate change and GHG emissions in general do not have any overarching Federal regulations or acts which can be used to justify and support deferring, denying or requiring mitigation. Where appropriate, the BLM defers parcels or requires mitigation based on ensuring compliance with Federal regulations such as the Endangered Species Act, National Historic Preservation Act, Migratory Bird Act, Clean Air Act, Clean Water Act and other overarching regulations and laws which provide a legal justification for making such decisions. No such Federal regulation exists for climate change that would allow the BLM to defer, deny, or require mitigation based on climate impacts.</p>

		<p>decision metric communicates an increasing degree of climate impact significance. Although originally designed to solve for the more elusive problem of evaluating individual projects for their respective climate impact significance, NRDC notes that the climate test methodology can just as easily be applied to aggregated emissions to test, for example, all or multiple of a period's lease sales as a collective "project" for consistency with pathways to limited warming. Again, based on the outcome of individual-scale or aggregate lease area's climate test screening, the BLM would either defer parcels to minimize GHG emissions or otherwise mitigate the emissions. More discussion and demonstration of the climate test tool can be found in the comment letter submitted on the Willow Master Development Plan Draft Supplemental Environmental Impact Statement.</p>		
68	TWS	<p>The IRA arbitrarily tethers issuance of wind and solar development ROWs to oil and gas leasing. Given the Interior Department's aforementioned considerable authority and discretion over if and when to hold oil and gas lease sales, it should establish in regulation – and in guidance in the interim – that, over the next ten years during the term of the IRA's tethering provisions, oil and gas lease sales are to be held only when there are wind or solar development ROWs needing to be issued. Additionally, projected GHG emissions from any onshore oil and gas lease sales and, more specifically, any oil and gas leases issued, must not be greater than the projected emissions that would be avoided by planned onshore wind and solar development projects whose ROWs would be issued contingent upon the oil and gas lease sale. This screen should be in addition to one of the climate screens discussed above. For more information on recommendations for tools</p>	Avoided Emission Screen	<p>Thank you for your suggestion. The BLM will review these options for potential use in future NEPA. A climate screen may be appropriate at a programmatic or RMP level to inform land use planning. Unlike other resource area such as Wildlife and Cultural Resources, climate change and GHG emissions in general do not have any overarching Federal regulations or acts which can be used to justify and support deferring, denying or requiring mitigation. Where appropriate, the BLM defers parcels or requires mitigation based on ensuring compliance with Federal regulations such as the Endangered Species Act, National Historic Preservation Act, Migratory Bird Act, Clean Air Act, Clean Water Act and other overarching regulations and laws which provide a legal justification for making such decisions. No such Federal regulation exists for climate change that would allow the BLM to defer, deny, or require mitigation based on climate impacts.</p>

		to use to calculate avoided emissions from planned renewables development and run the comparison to projected GHG emissions from oil and gas leasing, please contact us, and we would be pleased to discuss further.		
69	TWS	IM 2023-010, released on November 21, 2022, explains that “state and field offices will examine resource management decisions to determine whether the RMPs adequately protect important resource values in light of changing circumstances, updated policies, and new information.” When an RMP is deemed in need of updating, “the BLM will exercise its discretion regarding whether to defer any oil and gas leasing parcels from lease sales.” The BLM should adhere to this approach for this sale and carefully examine associated land use plans to determine whether it should defer parcels based on the need to update the respective plans. Leasing during an RMP revision undermines public involvement in the RMP process. The agency has previously deferred leasing during RMP revisions, and must do so again now, so that leases are offered in areas identified by an up-to-date RMP informed by the most current, best available science and latest public input.	IM 2023-010	The BLM does is not required to defer leasing while RMPs are being revised or supplemented. RMP amendments are outside the scope of this EA. Nothing in BLM policy, or regulation, requires that BLM not manage lands in accordance with existing RMP decisions (see 4th Quarter 2018, Supplemental February 2019 Protest Decision, February 22, 2019, at 9).
70	TWS	Public participation and Tribal consultation are critical to an informed NEPA process. DOI has rightfully committed to providing robust and “enhance[d] opportunities for Tribal and environmental justice community engagement in the NEPA and decision-making process.” Secretarial Order 3399, at *3 (Apr. 16, 2021). We strongly urge BLM to abide by these commitments. The public needs ample time to engage in the decision-making process for this lease sale, particularly because DOI has proposed concurrent sales with overlapping comment periods. This places an immense burden on	Tribal Consultation	This lease sale and NEPA process have included a 30-day scoping period, 30-day comment period on the environmental assessment, and 30-day protest period. The BLM continuously ensures that all applicable Tribal consultation is current. Lease Stipulation No. 1 applies to all parcels and states: "This lease may be found to contain historic properties and/or resources protected under the National Historic Preservation Act (NHPA), American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, Executive Order 13007, or other statutes and executive orders. The BLM will not approve any ground disturbing activities that may affect any such properties or resources until it completes its obligations (e.g., State

	<p>members of the public – especially environmental justice communities already deeply affected by adverse impacts from oil and gas development – who should be able to engage in the NEPA review and decision-making process.</p> <p>To honor its commitment to enhanced public participation and Tribal consultation, BLM should consider providing, in addition to this scoping comment period, one or more listening sessions before issuing any draft NEPA document. These sessions could be timed and located to allow fence-line, frontline, and other affected communities the opportunity to participate. Then, BLM should give the public at least 60 days to review and comment on any draft NEPA document. Doing so would help ensure that the public has an adequate “opportunity to comment upon . . . and participate in, the preparation and execution of” this lease sale, as required by FLPMA and NEPA. 43 U.S.C. § 1738(e); 42 U.S.C. § 4332(C).</p> <p>The Department must also fully consult and engage Tribal nations, both those recognized by the United States as sovereign nations as well as those not recognized. Tribes must be able to protect and preserve their own lands and resources. The United States must recognize the right of Indigenous Peoples to give or withhold “free, prior and informed consent” to projects and policies affecting their lands and people, as stated in the United Nations Declaration on the Rights of Indigenous Peoples, which the United States has supported for more than a decade.</p> <p>The incorporation of these bottom-up principles in this federal process is an important and needed step as we address the history of public lands in the United States.</p>		<p>Historic Preservation Officer (SHPO) and tribal consultation) under applicable requirements of the NHPA and other authorities. The BLM may require modification to exploration or development proposals to protect such properties, or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized or mitigated."</p>
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71	TWS	<p>This proposed lease sale is part of a national DOI decision to proceed with oil and gas leasing across multiple states, and offshore, as part of implementing the Inflation Reduction Act. As such, each of the proposed lease sales in different states must be analyzed under NEPA as part of a larger national initiative.</p> <p>That means preparing an environmental impact statement (EIS) to address both the indirect GHG emissions and the cumulative impacts of all those lease sales. Cumulative impacts include not only those related to climate and GHGs, but also wildlife habitat, water pollution, impacts to recreation and other uses of these lands and waters, the combined costs to taxpayers from issuing new leases before the Interior Department addresses long-overdue reforms, socioeconomic impacts, public health impacts, and environmental justice impacts, among others. NEPA’s cumulative impacts requirement directs BLM to evaluate impacts “result[ing] from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions.” 40 C.F.R. § 1508.1(g)(3).</p> <p>Analyzing those impacts will require an EIS. NEPA requires an agency to prepare an EIS for any major federal action that may significantly affect the quality of the human environment. Here, the Interior Department has announced potential onshore leasing covering nearly 764 square miles (489,000 acres) across Wyoming, Montana, North Dakota, Utah, Nevada, and other states, as well as holding large offshore lease sales. It would be arbitrary and capricious to conclude that leasing on that scale will not be significant.</p> <p>The BLM’s claim that analyzing the cumulative carbon emissions from these lease sales would be inaccurate and not useful s arbitrary and</p>	Consider EIS	<p>BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office.</p> <p>BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale.</p> <p>Cumulative impacts from the Federal oil and gas program are addressed in the EA in and are inclusive of emissions from the proposed lease sale. Because individual lease sales in multiple states are not connected actions, the BLM is not required to treat them as such and prepared an EA.</p>
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		capricious. The EA for each proposed lease sale provides a similar analysis of the reasonably foreseeable GHG emissions from that sale relying on the BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends(2021), which makes it entirely feasible to aggregate and assess cumulative impacts of lease sales in different states. Even if such an estimate would be conservative that does not excuse the BLM from providing any forecast of cumulative emissions from the lease sales.		
72	TWS	<p>Climate change is precisely the type of thorny problem that the cumulative impacts analysis is meant to address. The “incremental” addition of GHG emissions that will result from a particular lease sale cannot be dismissed as insignificant merely because it constitutes a small percentage increase compared to state, regional, or national emissions.</p> <p>GHG emissions that cause climate change are just such an “individually minor but collectively significant” problem. No source of GHG emissions by itself constitutes a sufficient cause of overall climate change. But those sources collectively are necessary causes of climate change. An incremental increase in GHG emissions, such as from this lease sale, must be considered in the context of the proper environmental baseline of cumulative GHG emissions and climate change impacts. The BLM must place emissions and climate damages “in the context of relevant climate action goals and commitments, . . . summarizing and citing to available scientific literature to help explain real world effects.”</p> <p>The BLM claims it cannot determine whether GHG emissions and resulting climate impacts are significant, asserts that this sale is not anticipated to substantially affect the rate of change in climate effects, and thus finds they are</p>	Significant Climate Impacts	The BLM is committed to fair treatment and meaningful involvement with all the people on the lands when making decisions on preservation, protection and sustainable development of the natural resources on the public lands managed by BLM. The BLM received no comments during the public comment period from individuals or Tribal affiliates expressing EJ related concerns with the parcels to be offered. Specific letters were sent to local tribes by the offices having administrative jurisdiction for their lease sales to ensure they were aware of the parcels proposed to be offered, and to request any feedback they may have. The EA has disclosed which environmental justice populations are within the area of effect and disclosed the potential impacts to those populations from reasonably foreseeable future development of the parcels should they be sold and leases issued in Sections 4.6.3.2 and 4.6.4.2.

		<p>insignificant by issuing a Draft FONSI. The Draft EA fails to explain how it arrives at this insignificance conclusion or how the estimated emissions from this sale will not substantially affect the rate of climate change effects. This finding does not square with the estimated SC-GHG range of over \$267 million to nearly \$3 billion in climate damages projected to result from the Proposed Action for this single sale. It is arbitrary and capricious for the BLM to assert that it cannot determine whether the GHG emissions from this sale are significant while simultaneously contending that the emissions' impacts are insubstantial. The Draft EA and Draft FONSI do not justify these conclusions.</p> <p>The BLM also states that it can wait to determine appropriate mitigation measures until the APD stage. But the further down the line the BLM waits to address GHG emissions, the smaller the emissions become. Thus, the agency ends up in a place where it continues to slice an oil and gas project until any amount of emissions appears de minimis. This is contrary to its obligations under NEPA and FLPMA and direction in the CEQ climate guidance.</p> <p>The BLM should start from the scientifically sound and accepted premise that the addition of GHG emissions resulting from this (and related) lease sales must be addressed. These climate change impacts are adversely impacting the specific resource areas at issue, which the BLM must thoroughly analyze in its NEPA analysis. The BLM has the legal authority to take measures to address and mitigate those emissions.</p>		
73	TWS	The BLM should start from the scientifically sound and accepted premise that the addition of GHG emissions resulting from this (and related) lease sales must be addressed. These climate	Social Cost - Greenhouse Gases	Thank you for your suggestion. The BLM will review these options for potential use in future NEPA. A climate screen may be appropriate at a programmatic or RMP level to inform land use planning. Unlike other

	<p>change impacts are adversely impacting the specific resource areas at issue, which the BLM must thoroughly analyze in its NEPA analysis. The BLM has the legal authority to take measures to address and mitigate those emissions.</p> <p>The BLM cannot ignore national climate policy in making decisions over the proposed lease sale or in the NEPA analysis for any such sale. The CEQ climate guidance directs agencies “to discuss whether and to what extent the proposal’s reasonably foreseeable GHG emissions are consistent with GHG reduction goals, such as those reflected in the U.S. nationally determined contribution under the Paris Agreement.” The BLM should conduct this consistency evaluation with U.S. climate commitments and targets.</p> <p>Relatedly, the BLM’s NEPA analysis must address the social and economic costs resulting from development of any leases it offers and explain what benefits warrant incurring those costs, which the Draft EA fails to consider. The CEQ climate guidance instructs agencies to use social cost of greenhouse gases (SC-GHG) estimates, which can “assist in assessing the significance of climate impacts.” The BLM should focus on SC-GHG estimates consistent with the best available science, employing low discount rates that properly consider the considerable harm to future generations.</p> <p>The Draft EA contains several inconsistencies in its social cost analysis that we urge the BLM to address. First, Table 4.5 states that the SC-GHGs presented are in 2020\$, but the text right above it states that the estimates represent the present value from the perspective of 2021. Second, because the BLM assumes that the average lifespan of a well is 20 years, that is the timeline the BLM uses for the lifecycle emission</p>	<p>resource area such as Wildlife and Cultural Resources, climate change and GHG emissions in general do not have any overarching Federal regulations or acts which can be used to justify and support deferring, denying or requiring mitigation. Where appropriate, the BLM defers parcels or requires mitigation based on ensuring compliance with Federal regulations such as the Endangered Species Act, National Historic Preservation Act, Migratory Bird Act, Clean Air Act, Clean Water Act and other overarching regulations and laws which provide a legal justification for making such decisions. No such Federal regulation exists for climate change that would allow the BLM to defer, deny, or require mitigation based on climate impacts.</p> <p>The socioeconomic analysis discusses potential socioeconomic impacts, both positive and negative, in Sections 3.7 and 4.6 of the EA. While SC-GHG numbers were monetized, they do not constitute a complete cost benefit analysis, nor do the SC-GHG numbers present a direct comparison with other impacts analyzed in this document; rather, SC-GHG is an estimate of impacts to the human environment based on best currently available science (including IWG recommended discount rates and social cost estimates) that BLM is obligated to consider pursuant to NEPA and CEQ guidance, regardless of whether or not BLM conducts a complete or partial cost-benefit analysis of the proposed lease sale. The BLM exercised its discretion to evaluate the social costs of the GHG emissions issue being analyzed in this EA. These context comparisons are consistent with the White House Council on Environmental Quality updated 2016 Guidance on Consideration of Greenhouse Gas Emissions and Climate Change (CEQ GHG Guidance) posted on the federal register on January 9, 2023 for a 60-day comment period. Section VI(F) Monetizing Costs and Benefits and IV. (B) Disclosing and Providing Context for a Proposed Action’s GHG Emissions and Climate Effects in the 2023 CEQ GHG</p>
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		<p>calculations even though the BLM’s own annual GHG emissions profile for total end-use emissions from the fossil fuels coming from a well continue to occur for at least 10 more years and an ongoing small amount come from the well-site for around 19 more years (so a total profile of 39 years). By only including the 20 years that the well is actively producing in the lifecycle emissions and subsequent social cost analysis, the BLM is arbitrarily leaving out about 25% of lifecycle emissions and subsequent costs that stem from the actions under discussion.</p> <p>For this lease sale, the BLM used SC-GHG estimates to project that foreseeable development would cause upwards of billions of dollars in social and environmental harms. But the BLM never explained why it chose to incur such enormous societal costs, or how its cost analysis informed the agency’s decision making. The Draft EA does not discuss whether there might be any benefits from the lease sale that warrant incurring those enormous costs.</p>		<p>Guidance states that NEPA does not require a cost-benefit analysis in which all monetized benefits and costs are directly compared. Further, SC-GHG is not comparable to or indicative of other estimated monetary costs or revenues associated with lease sales; it does not represent or attempt to quantify the total net value (including all potential costs and benefits) of selling leases in a given quarter for a given year, and therefore can not be compared as such.</p>
74	TWS	<p>The Draft EA fails to adequately address the full projected environmental effects of GHG emissions resulting from this lease sale and the cumulative emissions impacts. The Draft EA lacks adequate analysis of climate impacts by making little attempt to discuss and qualify on-the ground, regional environmental effects of climate change. Providing SC-GHG metrics helps encapsulate impacts but does not relieve BLM of the obligation to adequately contextualize SCGHG estimates and to discuss, qualitatively, actual climate impacts on the environment and people.</p> <p>Merely listing the quantity of emissions is insufficient if the agency “does not reveal the meaning of those impacts in terms of human health or other environmental values,” since “it</p>	Greenhouse Gases	<p>Thank you for your suggestion. The BLM will review these options for potential use in future NEPA. A climate screen may be appropriate at a programmatic or RMP level to inform land use planning. Unlike other resource area such as Wildlife and Cultural Resources, climate change and GHG emissions in general do not have any overarching Federal regulations or acts which can be used to justify and support deferring, denying or requiring mitigation. Where appropriate, the BLM defers parcels or requires mitigation based on ensuring compliance with Federal regulations such as the Endangered Species Act, National Historic Preservation Act, Migratory Bird Act, Clean Air Act, Clean Water Act and other overarching regulations and laws which provide a legal justification for making such decisions. No such Federal regulation exists for climate change</p>

		<p>is not releases of [pollution] that Congress wanted disclosed” but rather “the effects, or environmental significance, of those releases.” The Supreme Court agreed that the disclosure of impacts is the “key requirement of NEPA,” and held that agencies must “consider and disclose the actual environmental effects” of a proposed project in a way that “brings those effects to bear on [the agency’s] decisions.” Agency analyses under NEPA must assess the degree to which environmental and health values will be affected by the proposed action. The BLM must do so for this lease sale.</p>		<p>that would allow the BLM to defer, deny, or require mitigation based on climate impacts.</p>
75	TWS	<p>The BLM fails to consider a range of reasonable alternatives in the Draft EA. The BLM should consider at least one conservation and climate alternative. The CEQ climate guidance directs agencies to “evaluate reasonable alternatives that may have lower GHG emissions, which could include technically and economically feasible clean energy alternatives to proposed fossil fuel-related projects.” NEPA analysis must compare “relevant GHG emissions, GHG emission reductions, and carbon sequestration potential across reasonable alternatives, assessing trade-offs with other environmental values, and evaluating the risks from or resilience to climate change inherent in a proposed action and its design.” Because of the “urgency of the climate crisis,” the BLM “should use the information provided through the NEPA process to help inform decisions that align with climate change commitments and goals.” Therefore, for this lease sale, the BLM should consider a protective alternative in line with U.S. climate commitments. A conservation and climate alternative should rely on option value, which considers the value of avoiding leasing or delaying leasing or</p>	<p>Reasonable Range of Alternatives/ Option Value</p>	<p>NEPA directs the BLM to “study, develop, and describe appropriate alternatives to recommended courses of action in any proposal that involves unresolved conflicts concerning alternative uses of available resources” (42 U.S.C. 4332(E)). BLM analyzed in detail 3 alternatives and considered 5 additional alternatives which were not analyzed in detail. The suggested alternative constitutes an oil and gas program regulatory or policy preference rather than an alternative required for consideration for the 2023-09 Competitive Oil and Gas Lease Sale. The BLM has analyzed a range of alternatives for proceeding with lease sales taking into account a number of factors, including resource conflicts and development potential, as part of exercising its discretion in leasing decisions. The alternatives considered adequately weigh the courses of actions action that BLM could take based on potential resource conflicts and whether making certain lands available would meet the purpose and need of the EA. BLM has considered a reasonable range of alternatives and disclosed the impacts based on GHG emissions and SC GHG over the range of the Proposed Action which is what BLM has proposed as its decision, and the No Action which are less than the Proposed Action. Climate impacts are one of many factors that are considered in the NEPA analysis to evaluate the</p>

		<p>development. Leasing lands for oil and gas development gives preference to oil and gas development at the expense of other uses while handcuffing the BLM's ability to make other management decisions down the road. The presence of oil and gas leases or development can limit the BLM's willingness to manage for other resources in the future.</p> <p>Option value would allow realizing the economic benefits that could arise from delaying leasing or exploration and development based on improvements in technology, additional benefits that could come from managing these lands for other uses, and additional information on the impacts of climate change and ways to avoid or mitigate impacts on the environment. The BLM has the ability and obligation to undertake an analysis of the benefits of delaying leasing or permitting, which can be both qualitative and quantitative, considering both economic and environmental needs. Failing to account for the informational value of waiting puts the American people at economic and financial disadvantages. The consideration of option value before offering leases would result in greater consideration of climate risks and reduced costs.</p>		<p>significance of a proposed action and the BLM's exercise of its discretion in deciding on leasing actions.</p>
76	TWS	<p>The Draft EA does not adequately identify or evaluate mitigation measures to address GHG emissions associated with oil and gas development for the lease sale. As discussed in this comment and as the BLM acknowledges in the Draft FONSI, GHG emissions impacts could be significant.</p> <p>If the BLM is to rely on an EA instead of an EIS to evaluate an action with likely significant environmental effects, it must impose mitigation of those impacts in a mitigated FONSI. Climate mitigation measures are also required to satisfy the BLM's obligation to prevent</p>	Greenhouse Gas Mitigation Measures	<p>Please refer to "2021 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends" for climate related impacts from BLM-authorized actions (i.e. lease sales, etc.)</p>

		<p>unnecessary or undue degradation under FLPMA.</p> <p>The BLM did not identify or evaluate any mitigation measures in the Draft EA or discuss requiring mitigation in the Draft FONSI in order to address GHG emissions. The Specialist Report does list several mitigation measures. The report even explains that “comparative analysis is . . . useful for informing policy and planning decisions and to identify options for maximizing the effectiveness of mitigation and emissions reduction strategies.” But the BLM fails to include in the Draft EA, let alone evaluate, or require in the Draft FONSI any of these measures for mitigating GHG emissions and resulting climate impacts associated with the lease sale. This failure violates the BLM’s obligations under NEPA.</p> <p>The Draft EA wrongly asserts that the “majority of GHG emissions resulting from federal fossil fuel authorizations occur outside of the BLM’s authority and control.” This misunderstands its authority and obligation over adverse environmental effects resulting from development of the mineral resource. Agencies should analyze reasonable alternatives that would mitigate both direct and indirect GHG emissions impacts. CEQ’s climate guidance explains that mitigation “plays a particularly important role in how agencies should assess the potential climate change effects of proposed actions and reasonable alternatives.”</p> <p>The BLM could mitigate projected GHG emissions and resulting climate impacts that would result from lease issuance by deferring actual lease issuance or including a new stipulation or lease term condition as part of a mitigated FONSI. The lease would not issue – or if issued, the stipulation or lease term could provide that no oil and gas exploration,</p>		
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		development, or production may occur – unless and until: (a) DOI implements a programmatic climate conservation plan and projected GHG emissions from leasing were determined compatible with U.S. climate commitments; or (b) such GHG emissions could be adequately avoided, sequestered, or offset to avoid unnecessary or undue degradation and achieve and maintain sustained yield.		
77	TWS	<p>The Draft EA violates NEPA because it contains no analysis of the reasonably foreseeable impacts to groundwater from drilling on these particular lease sale parcels. The Draft EA contains three pages of generic boilerplate about potential water impacts from oil and gas development, and a conclusory statement that BLM “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.” These statements could be made about any oil and gas lease anywhere in Wyoming or nearby states—they tell the agency and the public nothing at all about the development of these leases.</p> <p>Oil and gas drilling involves boring wells to depths thousands of feet below the surface, often through or just above groundwater aquifers. Without proper well construction and vertical separation between aquifers and fractured formations, oil and gas development can contaminate underground sources of water. However, federal rules and regulations do not provide specific direction for BLM and operators to protect all usable water. Even rules that purport to do so, like Onshore Order No. 2’s requirement to “protect and/or isolate all usable water zones,” are inconsistently applied and</p>	Groundwater	<p>When a specific parcel is sold, the BLM does not know certain specific details of development. These include: drill rig type (e.g. a Tier II or Tier IV rig) how a proposed well may be developed (e.g. will the well be hydraulically fractured or not, vertical, directional, or horizontal wellbores), the mineral resources a well might target (oil vs. gas), where water for drilling activities may be obtained (e.g. town water supplies, water well, recycled water from previous drilling activities), or even if freshwater zones will be encountered when drilling. Upon receipt of a development proposal, BLM will prepare additional analysis to ensure that all usable water zones are protected through proper cementing and casing, as required by regulation and Onshore Order No. 2. The use of a White Paper, like BLM WY has prepared and incorporated by reference into the lease sale EA, was recently affirmed in: <i>Ctr. for Biological Diversity v. United States BLM</i>, No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place." Within the White Paper that was incorporated by reference into the EA, there is an assessment of reasonably foreseeable water demands and an assessment of water availability. This information suggests that there is an adequate supply of</p>

		<p>often disregarded in practice. In light of these risks to a critical resource, BLM must evaluate potential groundwater impairment. As a threshold matter, BLM must provide a detailed account of all regional groundwater resources that could be impacted, including usable aquifers that may not currently be used as a drinking water supply. The accounting must include, at minimum, all aquifers with up to 10,000 parts per million total dissolved solids, and it cannot substitute existing drinking water wells or any other incomplete proxy for a full description of all usable or potentially usable groundwater in the region. Second, BLM must use that accounting to assess how new oil and gas wells might impact these resources. That evaluation must assess the sufficiency of protective measures that will be employed, including wellbore casing and cementing and vertical separation between aquifers and the oil and gas formations likely to be hydraulically fractured. In assessing these protections, BLM cannot presume that state and federal regulations will protect groundwater, because of the shortcomings and industry noncompliance described above. BLM may not defer this analysis of groundwater impacts to the APD stage.</p>		<p>water available to support the lease-sale specific RFD analyzed in the EA without causing site specific impacts.</p>
78	TWS	<p>The BLM must properly analyze the socioeconomic impacts of this lease sale, which it fails to do. The best available SC-GHG estimates provide an appropriate measure of the anticipated costs of the BLM's leasing decisions.</p> <p>The need to adequately consider the environmental costs and benefits (if any) of its leasing decisions is also part of the BLM's obligation under FLPMA's multiple-use mandate. FLPMA requires striking a balance between conflicting uses, such as oil and gas</p>	Socioeconomics	<p>The socioeconomic analysis discusses potential socioeconomic impacts, both positive and negative, in Sections 3.7 and 4.6 of the EA. While SC-GHG numbers were monetized, they do not constitute a complete cost benefit analysis, nor do the SC-GHG numbers present a direct comparison with other impacts analyzed in this document; rather, SC-GHG is an estimate of impacts to the human environment based on best currently available science that BLM is obligated to consider pursuant to NEPA and CEQ guidance, regardless of whether or not BLM conducts a complete or partial cost-benefit analysis of the proposed lease</p>

		<p>development and climate (and numerous other uses). As the Supreme Court has noted, “multiple use” 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.” The BLM cannot strike that balance without even considering what it is balancing.</p>		<p>sale. The BLM exercised its discretion to evaluate the social costs of the GHG emissions issue being analyzed in this EA. These context comparisons are consistent with the White House Council on Environmental Quality updated 2016 Guidance on Consideration of Greenhouse Gas Emissions and Climate Change (CEQ GHG Guidance) posted on the federal register on January 9, 2023 for a 60-day comment period. Section VI(F) Monetizing Costs and Benefits and IV. (B) Disclosing and Providing Context for a Proposed Action’s GHG Emissions and Climate Effects in the 2023 CEQ GHG Guidance states that NEPA does not require a cost-benefit analysis in which all monetized benefits and costs are directly compared. Further, SC-GHG is not comparable to or indicative of other estimated monetary costs or revenues associated with lease sales; it does not represent or attempt to quantify the total net value (including all potential costs and benefits) of selling leases in a given quarter for a given year, and therefore can not be compared as such.</p>
79	TWS	<p>The BLM must acknowledge foreseeable direct, indirect, and cumulative human health impacts resulting from fossil fuel development should these lease sales proceed. Protecting public health is fundamental to the underlying purpose of NEPA, which was enacted in part to “stimulate the health and welfare of man,” and mandates that agencies consider the degree to which their proposed actions affect public health or safety.</p> <p>Oil and gas development poses myriad public health impacts. An extensive and evergrowing body of peer-reviewed research has shown what people living near oil and gas operations already know firsthand – that proximity to drilling and fracking operations and other oil and gas facilities is linked to adverse health risks and impacts.</p> <p>The BLM must take a hard look not only at direct health impacts and proximity-related</p>	Public Health	<p>Cumulative health impacts, in addition to direct and indirect impacts, from the Federal oil and gas program are addressed in the EA in Sections 4.6 and 3.7, respectively. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change and air quality impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale. Sections 3.7 and 4.6 refer to the Air Quality section and corresponding 2021 BLM Specialist Report,</p>

		<p>health impacts of oil and gas development, but also at cumulative health risks and impacts. Cumulative health risks and impacts can arise not only from multiple pollutant exposures, and cumulative pollution exposures over time, but also from compounding structural, social, and economic factors, many of which are rooted in systemic inequities and injustices. To adequately analyze human health impacts, the BLM should incorporate findings from regionally relevant health impact assessments (HIAs).</p>		<p>as well. Estimates of social cost relative to GHG emissions are also reported; social cost estimates provided by the IWG incorporate multiple complex damage functions that account for an array of public health impacts, as well as utilize multiple discount rates to attempt to represent a cost of incremental cumulative impacts to the human environment over time given known, or expected, production scenarios and associated emissions.</p> <p>When a specific parcel is sold, the BLM does not know certain specific details of development. These include: drill rig type (e.g. a Tier II or Tier IV rig) how a proposed well may be developed (e.g. will the well be hydraulically fractured or not, vertical, directional, or horizontal wellbores), the mineral resources a well might target (oil vs. gas), where water for drilling activities may be obtained (e.g. town water supplies, water well, recycled water from previous drilling activities), or even if freshwater zones will be encountered when drilling. For example, upon receipt of a development proposal, BLM will prepare additional analysis to ensure that all usable water zones are protected through proper cementing and casing, as required by regulation and Onshore Order No. 2. The use of a White Paper, like BLM WY has prepared and incorporated by reference into the lease sale EA, was recently affirmed in: <i>Ctr. for Biological Diversity v. United States BLM</i>, No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place."</p>
80	TWS	<p>According to EPA Guidance on environmental justice in the NEPA process, an environmental justice analysis must also include "the cultural</p>	Environmental Justice	<p>The BLM discusses potential impacts to environmental justice communities in Sections 3.7 and 4.6 in the EA. The EJ screening and analysis informing these sections</p>

		<p>values that the community and/or Indian Tribe may place on a natural resource at risk.” The Guidance also states that it is “essential” for the “NEPA analyst to consider the cumulative impacts from the perspective of these specific resources or ecosystems which are vital to the communities of interest.” Failure to adequately analyze impacts to overburdened communities from additional fossil fuel leasing within the planning area would be arbitrary and capricious, a failure to “articulate a rational connection between the facts found and the choices made.” The BLM must also adhere to the “process” requirements of environmental justice – fair treatment and meaningful involvement. If the BLM ignores or excludes the very people and communities who are most affected by its land allocation decisions, the BLM is not only denying them fair treatment and meaningful involvement in decision-making – and, in the case of indigenous peoples and Tribes, abrogating the right to self-determination and free prior and informed consent – but also depriving itself, and the general public, of invaluable knowledge and expertise that would enable better-informed and more transparent decision-making. “Better decisions” are indeed a fundamental goal of NEPA, and they require extensive, meaningful public involvement throughout an agency’s decision-making process – not just “input” on pre-determined agendas. Indeed, environmental justice is not merely a box to be checked.</p>	<p>of the EA complies with the requirements set forth in CEQ guidance, Executive Order 12898, and BLM policy (as contained in BLM’s Land Use Planning Handbook and BLM’s IM 2022-059), and assists in determining whether proposed actions would have disproportionately high and adverse environmental impacts to minority, low-income, and American Indian populations of concern. The associated EA analysis contains sufficient information to meet the BLM’s public disclosure and informed decision-making requirements as well as providing sufficient evidence to reach a Finding of No Significant Impact (FONSI) for the proposed action in question. If a sold lease is consequentially developed, NEPA will be triggered and a project-specific EJ screening and analysis will be performed using project details like associated proximity to EJ populations, Treaty Rights, culturally valuable sites and features, or residences that are not definitively known at this time.</p> <p>The BLM is committed to fair treatment and meaningful involvement with all the people on the lands when making decisions on preservation, protection and sustainable development of the natural resources on the public lands managed by BLM. The BLM received no comments during the public comment period from individuals or Tribal affiliates expressing EJ related concerns with the parcels to be offered; however, this process is, and will continue to be, ongoing. Specific letters were sent to local tribes by the offices having administrative jurisdiction for their lease sales to ensure they were aware of the parcels proposed to be offered, and to request any feedback they may have. The EA has disclosed which potential environmental justice populations are within the area of effect and disclosed the potential impacts to those populations from reasonably foreseeable future development of the parcels should they be sold and leases issued in Sections 3.7 and 4.6. This has been done in addition to discussing</p>
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				the prevalence of cultural values throughout the areas of consideration.
81	TWS	<p>The Draft EA fails to take the requisite hard look at the impacts of methane emissions that will result from development of and production on these leases, including the economic, public health, and public welfare impacts of venting and flaring. Venting and flaring of gas account for tremendous economic waste and adverse health impacts. In 2019 alone, venting or flaring accounted for roughly 150 billion cubic feet of methane, resulting in the loss of over \$50 million in federal royalty revenue – enough to meet the needs of over two million households, nearly as many households as the states of New Mexico, North Dakota, Utah, and Wyoming combined. This waste also means lost royalty revenues for taxpayers and Tribes. A recent analysis conducted by Synapse Energy Economics determined the value of lost gas in the form of: (1) lost royalties; (2) lost state revenue from taxes; and (3) lost revenue from wasted natural gas that could be used for other purposes.</p> <p>Venting and flaring on Tribal and federal public lands also has significant health impacts on frontline and fence line communities. These groups live near flaring wells at much higher rates than other communities across the country. Proximity to oil and gas infrastructure creates disproportionate adverse health risks and impacts on Indigenous communities in particular. According to an Environmental Defense Fund (EDF) analysis, roughly 1,100 adults with asthma, 800 adults with chronic obstructive pulmonary disease, 700 adults with coronary heart disease, and 400 adults who have experienced a stroke live within a half mile of a flaring well.¹⁵⁵ Another study links flaring to shorter gestation and reduced fetal growth.</p>	Methane Emissions	<p>The lease sale does not authorize development to take place and is not the appropriate level of NEPA to identify mitigation measures before an operator even proposes to drill or submits an APD. When actual development is proposed at a specific location, the BLM may require COAs at that time (List or include any COAs, Lease Stips, or Air Resource Management Plans that the BLM-WY currently has in place). Furthermore, the BLM does not have the regulatory authority to require mitigation for GHG emissions or climate change impacts because no authorizing legislation, legacy act or regulation defines significance levels or gives the BLM regulatory authority to require mitigation. Both EPA and State regulatory agencies regulate emissions such as methane via existing and proposed regulatory measures. The BLM has proposed a revised Waste Prevention Rule that, if it is finalized and upheld in court, will allow the BLM to require additional waste prevention measures to address methane emissions. Furthermore, the 2021 BLM Specialists Report on GHG Emissions and Climate Trends, which was incorporated by reference in the lease sale EA, discusses health impacts related to climate change in Section 9.5. Refined analysis of the health effects, such as asthma, may occur with project-level NEPA compliance if ozone and particulate matter concentrations are identified as an environmental concern.</p>

		<p>Indigenous communities face some of the worst consequences of excessive flaring. Reducing waste from flaring on federal and Tribal lands would lessen these harms and would be consistent with the Administration’s environmental justice commitments.</p> <p>The BLM is presently undertaking a rulemaking on methane waste. As such, BLM should not issue additional oil and gas leases until the agency addresses waste on Tribal and federal public lands. At the least, the BLM must properly account for and estimate methane emissions that occur during oil and gas production and transport. This can easily be done using a reasonable leak rate assumption (such as 2.3%) and projected production estimates. The BLM must further discuss and provide for adequate mitigation of methane emissions resulting from this lease sale.</p>		
82	TWS	<p>Please find attached TWS et al. comments on the Wyoming Bureau of Land Management 2023 Third Quarter Oil and Gas Lease Sale Draft Environmental Assessment and Draft Finding of No Significant Impact (DOI-BLM-WY-0000-2023-0003-EA).</p>	<p>See Responses to the other TWS Comments</p>	<p>Same Comment letter submitted for the EA and the FONSI. Comments and responses are already responded to through the document.</p>
83	National Wildlife Federation (NWF)	<p>As the BLM continues with this lease sale, we again urge the agency to also move forward with a rulemaking to reform the agency’s oil and gas leasing policies. Such a rulemaking should clarify the agency’s discretion to lease or not lease public lands, increase bonding requirements, prohibit leasing in lands with low or no potential for oil and gas development, and expand opportunities for public participation and Tribal consultation.</p>	<p>Regulations and Policy</p>	<p>Rulemaking reform and regulation revisions are outside the scope of this EA.</p>
84	NWF	<p>We applaud the agency’s proposed deferral of a parcels that overlap with Greater sage-grouse priority habitat management areas under the Modified Proposed Action. This approach properly reflects and implements 2015 Greater</p>	<p>Sage-grouse</p>	<p>We have received and reviewed your comment. Based on the review, no response is required.</p>

		Sage-Grouse Resource Management Plan Amendments (RMPA) and the prioritization policy contemplated in the RMPA, as well as IM 2023-007. Such deferrals will help maintain and restore population numbers and habitat, and ensure regulatory measures in place are properly implemented to help avoid a listing under the Endangered Species Act.		
85	NWF	We support the agency's decision to avoid leasing in big game migration corridors and to largely avoid big game crucial habitat. To the extent the agency moves forward with leasing in mule deer, antelope and elk winter range, we urge the agency to apply the appropriate stipulations and to work closely with the Wyoming Game and Fish Department to ensure impacts to big game are avoided and minimized.	Big Game Habitat	The WGFD, who has regulatory authority over populations of big game, has not requested that BLM change management direction for these wildlife species, or requested that BLM not offer the subject lands. BLM has recognized that the TLS is in support of the big game populations when they may be in their most vulnerable state during harsh winter conditions. As BLM has responded prior, at the site-specific stage, BLM can identify other mitigation and with sufficient justification, control the maintenance and production actions of any future wells occurring in CWR. Until a discrete proposal is submitted, and BLM can assess the conditions that exist at that time, more precise analysis would be speculative. As well, mitigation has to be tailored to the project at hand which cannot be done without a proposal for occupancy.
86	NWF	We ask that the agency avoid offering parcels that have low potential for development even if they are located near existing oil and gas infrastructure and activity. As described in our scoping letter, leasing low and no potential lands is unfair to taxpayers and prioritizes these lands for oil and gas development rather than other uses. Low potential lands still have low potential for recovery, even if they are located near existing development. Further, this practice is inconsistent with IM 2023-007, which provides that lands with low or no potential will be given a low preference for leasing. IM 2023-007 does not contemplate deviation from this approach if the low-potential parcel is near existing development. Indeed,	Low Development Potential	Clarifications to how IM 2023-0087 was implemented have been made in section 2.3 of the EA. In addition, Table 4.9 (pp. 73-79) indicates which parcels would be available and which parcels would be deferred under Alternative 3.

		<p>BLM considers proximity to existing development as a separate criterion. If, as is provided in IM 2023-007, the BLM identifies any “site-specific changes” that may have occurred since an RMP was initiated or signed that might alter the potential for recovery, the BLM may reconsider a parcel’s preference for leasing. However, such a change should be made for reasons other than a parcel’s proximity to existing oil and gas development.</p> <p>Consistent with IM 2023-007, we ask that the agency give low leasing preference to lands with low or no potential for development and instead focus leasing in areas with medium to high potential.</p>		
87	NWF	<p>We ask that, consistent with IM 2023-010, the BLM reconsider leasing WY-2023-09-1632, which is governed by the Rock Springs RMP. Section I of IM 2023-010 provides that, as land use plans are updated and revised, “BLM will exercise its discretion regarding whether to defer any oil and gas leasing parcels from lease sales.” Consistent with this policy, we ask that the BLM defer this parcel until the RMP revision process is complete so that leasing in this area is consistent with current management objectives, conditions, and policies informed by the best available science.</p>	Rock Springs RMP	<p>The BLM does is not required to defer leasing while RMPs are being revised or supplemented. RMP amendments are outside the scope of this EA. Nothing in BLM policy, or regulation, requires that BLM not manage lands in accordance with existing RMP decisions (see 4th Quarter 2018, Supplemental February 2019 Protest Decision, February 22, 2019, at 9).</p>
88	NWF	<p>As we note in our scoping comments, it is critical that the BLM consider the potential impacts oil and gas development may have on the health, safety, and wellbeing of front-line communities, especially Indigenous peoples, people of color, and low-income populations. We appreciate the agency’s recognition of these potential impacts on those who live, work, and recreate nearby and its commitment to continued outreach and engagement with these front-line communities as the agency moves forward.</p>	Public Health	<p>BLM thanks you for your comment. Based on the review, no response is required.</p>

89	Western Energy Alliance (WEA)	BLM's decision to issue an EA rather than a more comprehensive environmental impact statement (EIS) was correct and consistent with NEPA and legal precedent. However, BLM overstates the costs and underestimates the benefits of leasing the parcels evaluated in the EA.	GHG Emissions	The BLM analyzes the impacts associated with the alternatives using the best available information, which is typically not monetized estimates of benefits or costs. The BLM is exercising its discretion to estimate SC-GHG to provide additional context for decision making. NEPA does not require a cost-benefit analysis.
90	WEA	The Alliance disagrees with the application of the social cost of greenhouse gases (SC-GHG) to individual lease sales. BLM is not under any legal requirement to utilize the SC-GHG in environmental analyses and, in fact, it is not a tool that provides any meaningful information to either the public or the decision-maker at this scale.	SC-GHG	The BLM exercised its discretion to evaluate the costs of the GHG emissions issue being analyzed in this EA. These context comparisons are consistent with the White House Council on Environmental Quality updated 2016 Guidance on Consideration of Greenhouse Gas Emissions and Climate Change (CEQ GHG Guidance) posted on the federal register on January 9, 2023 for a 60-day comment period. Section VI(F) Monetizing Costs and Benefits and IV. (B) Disclosing and Providing Context for a Proposed Action's GHG Emissions and Climate Effects in the 2023 CEQ GHG Guidance states that NEPA does not require a cost-benefit analysis in which all monetized benefits and costs are directly compared. While SC-GHG numbers were monetized, they do not constitute a complete cost benefit analysis, nor do the SC-GHG numbers present a direct comparison with other impacts analyzed in this document; rather, SC-GHG is a measure of impacts to the human environment that BLM is obligated to evaluate pursuant to NEPA.
91	WEA	BLM is proposing to defer 27 parcels from the Wyoming Q3 2023 sale due to IM 2023-007 leasing preference criteria #2 which would deem the parcels low preference based upon the presence of Greater Sage-Grouse (GRSG) habitat. In doing so, BLM disregarded its own process for prioritizing parcels based on the 2015 RMP amendments and disregarded the significant technological advances in horizontal drilling that have occurred in Wyoming. We call your attention to the peer reviewed study by Applegate and Owens that shows a 70% reduction in surface disturbance in Wyoming	Sage-grouse	All parcels containing Greater Sage-grouse habitat management areas are fully analyzed in the EA (see EA section 4.3 for a full discussion of Greater Sage-grouse prioritization.) The BLM does not have a policy which directs deferral of all parcels in priority habitat management areas.

		<p>from increased use of horizontal drilling. BLM's analysis needs to account for this decrease in surface disturbance and access roads created by the transition to horizontal drilling and the resulting reduction in habitat fragmentation. BLM must also ensure it follows the existing 2015 GRSG RMP amendments and account for the technological advancements that have taken place since that time in its analysis.</p>		
92	WEA	<p>We appreciate that the 37 parcels in the Q3 2023 EA that were deemed to have low and medium potential in the governing RMPs were included as available to lease due to their proximity to existing development. We raised this as a concern in previous comments in response to what we observed with the 2022 Wyoming lease sale environmental analysis (EA) wherein BLM deferred numerous parcels at the discretion of the State Director simply because BLM determined the parcels may have low potential for development. In fact, many of those parcels fell within existing oil and natural gas units and/or adjacent to existing leases and production. BLM must continue to ensure it does not arbitrarily defer parcels that are eligible for leasing, especially parcels within existing federal oil and natural gas units and producing fields and/or adjacent to existing infrastructure, particularly where deferral is not supported by the administrative record or the governing RMPs. We encourage BLM to continue the thoughtful approach it took in the Q3 2023 EA into the future.</p>	Development Proximity	See Response to Public Comment No. 43.
93	Western Environmental Law Center (WELC)	<p>As an initial matter, we note that in announcing the scoping period for the Lease Sales, BLM inaccurately suggested that the sale is required by the recently enacted Inflation Reduction Act of 2022, H.R. 5376 ("IRA" or "Act"). Nothing in the IRA requires BLM to offer anyonshore oil and gas leases or alters BLM's inherent</p>	IRA	<p>The Mineral Leasing Act (MLA) requires quarterly lease sales. In addition, IM 2023-006 does state, "Section 50265 of the IRA provides that the Bureau of Land Management (BLM) "may not issue a right-of-way for wind or solar energy development on Federal land" unless it has (1) held an onshore oil and gas lease sale1 during the 120-day period ending on the date of</p>

		<p>authority under FLPMA and the MLA to hold or postpone lease sales or to issue leases sold. While the IRA conditions the Interior Department's ability to issue rights-of-way for renewable energy development on new oil and gas leasing, BLM cannot take as a given that new renewable rights-of-way must be issued in the coming months. The entire purpose of prioritizing renewable energy development on public lands is to benefit the climate and facilitate a just transition. If oil and gas leasing pursuant to the IRA offsets or eliminates those climate benefits, the rationale for renewable projects disappears.</p> <p>Before moving forward with any new oil and gas lease sales, BLM must provide a reasoned explanation for that choice, supported by record evidence relevant to the IRA. Among other relevant factors, BLM must consider: (a) whether and how many renewable rights-of-way are ready for issuance; (b) when those renewable projects would come on-line and how the energy they produce would compare with the energy and carbon pollution generated by production on the proposed oil and gas leases; and (c) alternatives that would minimize or mitigate the carbon pollution from the proposed oil and gas leases.</p>		<p>the issuance of the right-of-way, and (2) "the sum total of acres offered for lease in onshore lease sales during the 1-year period ending on the date of the issuance . . . is not less than the lesser of . . . 2,000,000 acres[] and 50 percent of the acreage for which expressions of interest have been submitted for lease sales during that period[.]" The acres proposed for sale within this EA are a portion of the "sum total of acres offered for lease..." and any plans to issue wind or solar permits are outside of the scope of this EA.</p>
94	WELC	<p>Section 50265 of the Act requires that for any renewable energy-right-of way issued during the first ten years following ratification of the Act, at least one onshore lease sale must have been held in the 120 days prior to its issuance and a minimum number of acres must have been offered for lease during the twelve-month period preceding the right-of-way's issuance. By dictating that additional onshore leasing must occur to allow development of urgently needed renewable energy infrastructure on public lands, the Act holds hostage potential emissions</p>	IRA	<p>IM 2023-006 does state, "Section 50265 of the IRA provides that the Bureau of Land Management (BLM) "may not issue a right-of-way for wind or solar energy development on Federal land" unless it has (1) held an onshore oil and gas lease sale¹ during the 120-day period ending on the date of the issuance of the right-of-way, and (2) "the sum total of acres offered for lease in onshore lease sales during the 1-year period ending on the date of the issuance . . . is not less than the lesser of . . . 2,000,000 acres[] and 50 percent of the acreage for which expressions of interest have been submitted for lease sales during that period[.]" The acres proposed for</p>

		<p>reductions to the continuance of federal fossil fuel leasing, in direct contravention of the scientific reality that fossil fuel production must end within the decade. Moreover, the requirement that a quota for both sales held and acres offered be met before any new right-of-way for renewable energy development can be issued virtually ensures that the minimum amounts set forth in Section 50265 will be exceeded, because BLM must ensure that these criteria are met proactively, rather than in response to a particular renewable development project. The IRA's mandate for additional onshore fluid mineral development over the next decade jeopardizes humanity's ability to constrain warming to 1.5°C, and flies in the face of an overwhelming scientific consensus.</p>		<p>sale within this EA are a portion of the "sum total of acres offered for lease..." and any plans to issue wind or solar permits are outside of the scope of this EA.</p>
95	WELC	<p>Section 60113 of the IRA amends the Clean Air Act to implement the Methane Emissions Reduction Program (MERP), which provides both incentives for methane reduction and taxes on excessive releases of the greenhouse gas from oil and gas infrastructure. Because the MERP program allows EPA to use and enforce state methane regulations when they meet or exceed federal regulations, it is entirely possible – due to tax subsidies and other factors that may incentivize leasing in currently undeveloped areas – that implementation of MERP may have the effect of actually increasing oil and gas production and consequent methane emissions in states that already have strong methane regulations at a time when production should be decreasing. The effects of this increase will be compounded by the fact that neither these states nor the EPA have implemented or shown a willingness to implement strong enforcement mechanisms, meaning that the effects of such “strong regulations” are diluted. GHG concentrations in the atmosphere have</p>	GHG Emissions	<p>The 2021 BLM Specialists Report on GHG Emissions and Climate Trends, which was incorporated by reference in the lease sale EA, discusses health impacts related to climate change in Section 9.5. Furthermore, refined analysis of the health effects, such as asthma, may occur with project-level NEPA compliance if ozone and particulate matter concentrations are identified as an environmental concern.</p>

		<p>risen dramatically in the past two years despite efforts at reduction. These increases have been particularly troubling with respect to methane. Because methane is a far more potent greenhouse gas than CO2 over the short-term, additional methane emissions made possible by the IRA’s fossil-fuel leasing mandates will undercut—at least in part—the longer-term consumption-based reductions the IRA is designed to encourage. This is particularly true with respect to methane because of its high near-term radiative forcing characteristics, which have the potential to trigger climate feedback loops that may be irreversible by the time reductions achieved through energy infrastructure changes take effect. BLM must acknowledge these realities, and must incorporate them into its analysis of cumulative effects for the lease sales, particularly in the context of disclosing the public health and climate impacts of burning fossil fuels from the lease parcels.</p>		
96	WELC	<p>Most of the IRA’s provisions seek to facilitate the transition away from fossil-fuel energy sources by expanding tax credits for and investing in renewable energy, energy efficiency, and as-yet unproven carbon capture and storage technology. Because nothing in the legislation requires emissions cuts, its efficacy at reducing emissions will depend on how quickly lower and zero-emission energy sources can displace fossil-fuel based energy sources. This transition in turn depends on the willingness and ability of state and local government entities to overcome transmission shortages, political agendas, and setbacks in the global supply chain.</p> <p>As a result, the IRA’s provisions may be viewed as creating the potential for significant emissions cuts, rather than guaranteeing them. As current</p>	GHG Emissions	<p>IM 2023-006 does state, "Section 50265 of the IRA provides that the Bureau of Land Management (BLM) “may not issue a right-of-way for wind or solar energy development on Federal land” unless it has (1) held an onshore oil and gas lease sale¹ during the 120-day period ending on the date of the issuance of the right-of-way, and (2) “the sum total of acres offered for lease in onshore lease sales during the 1-year period ending on the date of the issuance . . . is not less than the lesser of . . . 2,000,000 acres[] and 50 percent of the acreage for which expressions of interest have been submitted for lease sales during that period[.]” The acres proposed for sale within this EA are a portion of the "sum total of acres offered for lease..." and any plans to issue wind or solar permits are outside of the scope of this EA.</p>

		climate science tells us, immediate cuts are not only desirable, they are an absolute necessity if the direst outcomes of climate change are still to be averted. Because of this reality, NEPA dictates that BLM may not count on the IRA as an offset to emissions projected under these lease sales but must instead analyze the IRA in the context of its imprimatur of continuing fossil-fuel development on public lands.		
97	WELC	<p>In announcing the Wyoming oil and gas lease sale, BLM expressly linked the decision to offer the leases to the IRA: “In accordance with congressional direction in the Inflation Reduction Act, Bureau of Land Management Wyoming State Office today opened a 30-day public scoping period to receive public input on 115 oil and gas parcels totaling 95,580 acres that may be included in an upcoming lease sale.”</p> <p>While the IRA, and now BLM, tie issuance of rights-of-way for wind and solar development on public lands to recent issuance of oil and gas leases within the last 120 days (and offers for lease within the last year), BLM has not identified which renewable development rights-of-way the proposed Wyoming oil and gas lease sale will facilitate. BLM has provided no information on upcoming wind or solar rights-of-way to the public through this NEPA process, and, as far as Conservation Groups are aware, has not made available any publicly-accessible tracking system for renewable rights-of-way that are under consideration. Since BLM has expressly stated the Wyoming leasing decision is being made pursuant to the IRA, which itself does not mandate oil and gas leases, BLM must explain in its NEPA reviews which specific renewable rights-of-way are facilitated by these decisions. BLM has failed to identify such rights-of-way in the draft EA.</p> <p>For the sake of efficiency and transparency,</p>	Renewable Energy	M 2023-006 does state, "Section 50265 of the IRA provides that the Bureau of Land Management (BLM) “may not issue a right-of-way for wind or solar energy development on Federal land” unless it has (1) held an onshore oil and gas lease sale ¹ during the 120-day period ending on the date of the issuance of the right-of-way, and (2) “the sum total of acres offered for lease in onshore lease sales during the 1-year period ending on the date of the issuance . . . is not less than the lesser of . . . 2,000,000 acres[] and 50 percent of the acreage for which expressions of interest have been submitted for lease sales during that period[.]” The acres proposed for sale within this EA are a portion of the "sum total of acres offered for lease..." and any plans to issue wind or solar permits are outside of the scope of this EA.

		given the leasing provisions of the IRA, Conservation Groups further request that in addition to providing this information in specific NEPA reviews, BLM establish a publicly-accessible system for tracking potential and recently issued rights-of-way for wind and solar development on public lands.		
98	WELC	<p>BLM must consider and address whether the proposed leasing is consistent with U.S. climate commitments and national policy. The United States committed in 2021 to reduce the nation’s greenhouse gas emissions 50–52% by 2030. Similarly, the Interior Department has acknowledged the need to address climate change when making management decisions on federal lands. Interior Secretarial Order 3289, <i>Addressing the Impacts of Climate Change on America’s Water, Land, and Other Natural and Cultural Resources</i> (Sept. 14, 2009), stated that “the realities of climate change require us to change how we manage the land, water, fish and wildlife, and cultural heritage and tribal lands and resources we oversee”; and acknowledged that the Department of the Interior is “responsible for helping protect the nation from the impacts of climate change.” And in 2021, the Secretary recognized that the “Nation faces a profound climate crisis,” ordering the Interior Department to “prioritize[] action on climate change.” Interior Secretarial Order 3399, <i>Department-Wide Approach to the Climate Crisis and Restoring Transparency and Integrity to the Decision-Making Process</i> (April 16, 2021).</p> <p>BLM has failed to adequately address national climate policy in the draft EA for the proposed lease sale.</p> <p>We appreciate that the draft EA includes the social cost of greenhouse gases (SC-GHG) metric. Draft EA at 48-49. However, while BLM</p>	SC-GHG	<p>Please refer to "2021 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends" for climate related impacts from BLM-authorized actions (i.e. lease sales, etc.).</p> <p>The BLM exercised its discretion to evaluate the costs of the GHG emissions issue being analyzed in this EA. These context comparisons are consistent with the White House Council on Environmental Quality updated 2016 Guidance on Consideration of Greenhouse Gas Emissions and Climate Change (CEQ GHG Guidance) posted on the federal register on January 9, 2023 for a 60-day comment period. Section VI(F) Monetizing Costs and Benefits and IV. (B) Disclosing and Providing Context for a Proposed Action’s GHG Emissions and Climate Effects in the 2023 CEQ GHG Guidance states that NEPA does not require a cost-benefit analysis in which all monetized benefits and costs are directly compared. Climate impacts are one of many factors that are considered in the NEPA analysis to evaluate the significance of a proposed action and the BLM’s exercise of its discretion in deciding on leasing actions. At this time, BLM has not developed a standard or emissions budget that it can apply uniformly to make a determination of significance based on climate change, GHG emissions, or the SC-GHG. Until such time as the Department develops further tools to analyze the relative emissions impact of its activities nationwide, the BLM can disclose GHG emissions and climate impacts, and provide context and analysis for those emissions and impacts; the agency cannot determine significance for a proposed action</p>

		uses this metric to project that foreseeable development would cause hundreds billions of dollars in social and environmental harms, BLM provides no analysis on why it would choose to incur such enormous societal costs by proceeding with leasing, or how its cost analysis informs the agency's decision making.		based on GHG emissions, their unique estimated costs to the human environment, or climate impacts alone.
99	WELC	We also are deeply concerned that BLM is moving forward with more oil and gas leasing before releasing proposed rules to revise the agency's outdated regulations and reform the antiquated onshore oil and gas program. New, durable rules are long overdue and desperately needed to modernize the program and ensure that it is consistent with U.S. climate commitments. The passage of the IRA has not reduced the urgency of updating BLM's regulations. Instead, it has underscored the need to have updated regulations in place before proceeding with any new leasing either pursuant to or independent of the IRA. Among other things, these regulations or guidance must set forth criteria for leasing supported by record evidence relevant to the IRA.	Defer Leasing until Rules are Promulgated	Rulemaking reform and regulation revisions are outside the scope of this EA.
100	WELC	In a recent decision, the federal District Court in Montana held that BLM violated NEPA in amending the Buffalo Field Office Resource Management Plan ("RMP"). Specifically, the court held that BLM failed to take a hard look at the climate and non-climate public health impacts of downstream use of fossil fuels produced under the plans: "BLM ... must disclose the public health impacts, both climate and non-climate, of burning fossil fuels from the planning areas." The court instructed BLM to correct the NEPA deficiencies the court identified in both the remand for the RMPs and in any future analyses supporting fossil fuel leases within the planning areas. Under the court's clear instruction to BLM, "[a]ny new or	Public Health	The 2021 BLM Specialists Report on GHG Emissions and Climate Trends, which was incorporated by reference in the lease sale EA, discusses health impacts related to climate change in Section 9.5. Furthermore, refined analysis of the health effects, such as asthma, may occur with project-level NEPA compliance if ozone and particulate matter concentrations are identified as an environmental concern. Cumulative health impacts, in addition to direct and indirect impacts, from the Federal oil and gas program are addressed in the EA in Sections 4.6 and 3.7, respectively. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change and air quality impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual

		<p>pending leases of coal, oil, or gas resources in the planning areas subject to the Buffalo RMP and the Miles City RMP must undergo comprehensive environmental analyses in compliance with this order and all existing procedural requirements under NEPA and the APA.”</p> <p>At a minimum BLM must analyze and disclose the climate and non-climate public health impacts of downstream use of fossil fuels from these those leases, which it has not adequately done in the draft EA. While the Montana District Court order specifically directs BLM’s analysis with respect to those leases within the Buffalo Field Office, once BLM analyzes foreseeable downstream impacts for the Montana leases, there is no reason to expect it could not undertake the same analysis for the Wyoming lease sale at issue here, or for any other lease sales. NEPA requires BLM to analyze foreseeable indirect effects, 40 C.F.R. § 1508.1(g)(2), and this provides BLM with the independent obligation to analyze non-climate, public health effects of its leasing decisions for Wyoming, including non-climate public health effects of foreseeable downstream end-use of fossil fuels. Several of the Conservation Groups joining this letter recently identified for BLM the myriad non-climate public health effects of fossil fuel combustion, which BLM should use as part of its analysis here.</p>	<p>Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale. Sections 3.7 and 4.6 refer to the Air Quality section and corresponding 2021 BLM Specialist Report, as well. Estimates of social cost relative to GHG emissions are also reported; social cost estimates provided by the IWG incorporate multiple complex damage functions that account for an array of public health impacts, as well as utilize multiple discount rates to attempt to represent a cost of incremental cumulative impacts to the human environment over time given known, or expected, production scenarios and associated emissions.</p> <p>When a specific parcel is sold, the BLM does not know certain specific details of development. These include: drill rig type (e.g. a Tier II or Tier IV rig) how a proposed well may be developed (e.g. will the well be hydraulically fractured or not, vertical, directional, or horizontal wellbores), the mineral resources a well might target (oil vs. gas), where water for drilling activities may be obtained (e.g. town water supplies, water well, recycled water from previous drilling activities), or even if freshwater zones will be encountered when drilling. The use of a White Paper, like BLM WY has prepared and incorporated by reference into the lease sale EA, was recently affirmed in: <i>Ctr. for Biological Diversity v. United States BLM</i>, No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the</p>
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101	WELC	<p>On April 20, 2022, CEQ finalized the first of two proposed rulemakings (the "Phase 1 Final Rule") to revise its NEPA regulations pursuant to direction set forth in Executive Order No. 14008, Tackling the Climate Crisis at Home and Abroad (EA 14008) and Executive Order 13990, Protecting Public Health and the Environment and Restoring Science to Tackle Climate Change (EO 13990). Both executive orders directed federal agencies to engage in a comprehensive review of regulations issued during the previous administration. The Phase 1 Final Rule involved a narrow set of revisions essentially restoring long-standing regulations that were in effect prior to the promulgation of the 2020 Rule. The Phase 2 rulemaking is planned to include a more comprehensive revision to the 2020 Rule.</p> <p>Prior to the finalization of the Phase 2 Rule, under the plain terms of NEPA and Secretarial Order 3399, the BLM's NEPA processes for the proposed Q3 '23 Lease Sale must take place under the CEQ's pre-2020 regulations implementing NEPA as modified by its Phase 1 Final Rule. As set forth below, BLM's NEPA analysis must also include the cumulative impact analysis of GHG emissions in the 2021 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends from Coal, Oil, and Gas Exploration and Development on the Federal Mineral Estate, (hereinafter "Specialist Report"). Moreover, in January 2023, the CEQ issued interim NEPA Guidance on Consideration of Greenhouse Gas Emissions and Climate Change (CEQ Interim Guidance). In the Guidance, CEQ recognizes both the urgency of</p>	CEQ Regulations and Environmental Impacts	The 2021 BLM Specialists Report on GHG Emissions and Climate Trends, which was incorporated by reference in the lease sale EA, discusses health impacts related to climate change in Section 9.5. The BLM analyzes potential impacts, including cumulative impacts, from climate change and GHG in detail in the EAs (see EA Chapter 4.1). The EAs incorporate by reference information from the recently published 2022 BLM Air Resources Technical Report for Oil and Gas Development. The emissions used in this analysis are estimated using the 2022 BLM Lease Sale Emissions Tool and evaluated with the EPA GHG equivalency calculator. The BLM also includes a monetized social cost of carbon analysis for the estimated emissions associated with future potential development.

		<p>the climate crisis and its fundamental relevance to NEPA.</p> <p>The CEQ Interim Guidance also recognizes that climate change implicates environmental justice, and directs agencies to analyze and address environmental justice impacts, including cumulative impacts.</p> <p>Importantly, the Guidance directs agencies to analyze both the impacts of a proposed action on climate change, and the impacts of climate change on a proposed action and its environmental impacts. “Environmental” impacts under NEPA are broadly defined, and include ecological, cultural, economic, social, health and environmental justice impacts.</p>		
102	WELC	<p>The parcels proposed for sale in Wyoming, including those explicitly commented on here, are driven by the Interior Department’s incorrect rationale that the IRA mandates new oil and gas leasing. In addition, BLM has proposed lease sales in other states throughout the country, including Nevada, Michigan, Mississippi, Utah, Louisiana, New Mexico, Montana, and Oklahoma in 2023. Each of the proposed lease sales in 2023 are plainly part of a larger national initiative to implement the IRA and must be analyzed as such under NEPA.</p> <p>That means preparing an environmental impact statement (EIS) to address the cumulative impacts of the tens of millions of acres that may be leased both onshore and offshore. Cumulative impacts include not only those related to climate and greenhouse gases, but also wildlife habitat, water pollution, impacts to wildlife and recreation and other uses of these lands and waters, health and environmental justice, cultural resources, and other relevant issues. NEPA’s cumulative impacts requirement mandates that BLM must evaluate impacts “result[ing] from the incremental impact of the</p>	GHG EIS	<p>BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale. Cumulative impacts from the Federal oil and gas program are addressed in the EA in and are inclusive of</p>

		<p>action when added to other past, present, and reasonably foreseeable future actions.” BLM’s cumulative effects analysis “must give a realistic evaluation of the total impacts and cannot isolate a proposed project, viewing it in a vacuum.” BLM fails to analyze the cumulative greenhouse gas emissions and climate impacts from this lease sale, cumulatively with other 2023 lease sales or program-wide, in the draft EA. The Draft EA quantifies the reasonably foreseeable GHG emissions from this lease sale under the proposed alternative and other alternatives considered, see, Draft EA at 45-53, making it entirely feasible to aggregate and assess all the 2023 lease sales’ cumulative emissions and impacts. BLM’s assertion elsewhere in the Draft EA, that “[T]he dynamic nature of the lease sale process and independence of each administrative unit for constructing its lease sales, precludes an analysis of potential GHG emissions that could occur from other lease sales that might occur in the same quarter” is unavailing. Draft EA at 34-35. Even if such an analysis would be an estimate, see id., that does not excuse BLM from providing any forecast of cumulative emissions from the 2023 lease sales.</p> <p>Moreover, while BLM does also quantify GHG emissions globally, nationally, in Wyoming, and from “federal fossil fuels” in the U.S. in 2020, Draft EA at 35, the agency fails to take a hard look at the reasonably foreseeable climate impacts of those emissions, fails to define or indicate a significance threshold for those emissions and impacts, and otherwise provides no meaningful context for those emissions and impacts. This is contrary to NEPA and the APA. In accordance with the Tenth Circuit ruling and the requirements of NEPA, BLM should set a cumulative significance threshold for reasonably foreseeable greenhouse gas emissions from</p>	<p>emissions from the proposed lease sale. Because individual lease sales in multiple states are not connected actions, the BLM is not required to treat them as such and prepared an EA.</p>
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103	WELC	<p>The proposed lease sale in Wyoming thus is plainly part of a larger national initiative and must be analyzed as such under NEPA. There is no remaining room in the carbon budget for any new commitments of future greenhouse gas (GHG) pollution. Greenhouse gas pollution resulting only from existing federal fossil fuel development and potential development from leases and drilling permits already issued but not yet under production, would contribute to catastrophic climate change and unnecessary and undue degradation to the atmosphere and other public lands values that BLM is legally obligated to protect. The additional burden of new leasing would only exacerbate these extreme climate impacts. BLM has yet to acknowledge this data-driven reality at a programmatic level.</p> <p>BLM and Interior must therefore take a hard and comprehensive look at the cumulative climate change impacts of authorizing any new leasing when combined with committed emissions already under lease or permit, and immediately defer ANY sale of new leases and APD approvals pending demonstration of compatibility with U.S. and global climate goals. This is the type of analysis that BLM and Interior had the opportunity to conduct under the auspices of the comprehensive review and reconsideration of Federal oil and gas permitting and leasing practices called for by Executive Order 14008, but failed to complete. The</p>	EIS	<p>The proposed lease sale is in accordance with the Mineral Leasing Act of 1920 (MLA), as amended, Federal Onshore Oil & Gas Leasing Reform Act of 1987 (FOOGLRA), the Code of Federal Regulations (CFRs) and the Federal Land Policy and Management Act of 1976 (FLPMA).</p>

		<p>Department and BLM must do so now, along with other relevant agencies that manage fossil fuel development on federal lands and waters, including BOEM. BLM must also consider, as proposed in the Conservation Groups' scoping comments, a reasonable alternative of managed decline of GHG emissions from the approximately 13.5 million acres of fossil fuel estate already under lease but not producing. Neither Interior nor BLM fulfilled the explicit mandate of Executive Order 14008. They must do before committing a single additional acre to fossil-fuel development. Such a programmatic examination would dovetail with an EIS that collectively analyzes the proposed 2023 lease sales, discussed above, which collectively constitute the government's response to the fossil fuel leasing provisions of the IRA. At the outset, however, Conservation Groups stress that BLM should prepare a programmatic EIS for the entire federal oil and gas leasing program before holding another lease sale.</p>		
104	WELC	<p>BLM's analysis of the no-leasing or no action alternative is incomplete and insufficient to adequately inform the public and the decision maker. The impacts to GHG emissions and climate according to the no action alternative (under which the parcels could not be leased) considered in the EA are brief and fail to indicate the difference in estimated GHG emissions between the proposed alternatives and the no action alternative. Draft EA at 45. The 2016 CEQ GHG Guidance indicates that in the alternatives analysis, agencies should compare anticipated levels of GHG emissions from each alternative, including the no-action alternative, and mitigation actions to provide information to the public and enable the decision maker to make an informed decision. The 2023 Interim CEQ Guidance further underscores the</p>	No Action Alternative - GHG analysis	<p>NEPA directs the BLM to "study, develop, and describe appropriate alternatives to recommended courses of action in any proposal that involves unresolved conflicts concerning alternative uses of available resources" (42 U.S.C. 4332(E)). BLM analyzed in detail 3 alternatives and considered 5 additional alternatives which were not analyzed in detail. The suggested alternative constitutes an oil and gas program regulatory or policy preference rather than an alternative required for consideration for the 2023-09 Competitive Oil and Gas Lease Sale. The BLM has analyzed a range of alternatives for proceeding with lease sales taking into account a number of factors, including resource conflicts and development potential, as part of exercising its discretion in leasing decisions. The alternatives considered adequately weigh the courses of actions action that BLM could take based on potential resource conflicts and whether making certain lands available</p>

		<p>importance of considering alternatives that would avoid or mitigate GHG emissions. The analysis of the no-action alternative also asserts that Federal production levels would remain static or even increase if the leases are not developed, a “perfect substitution” argument that courts have repeatedly rejected.</p> <p>BLM should develop a single NEPA document analyzing all of the proposed 2023 lease sales to better evaluate the cumulative GHG emissions estimated from the proposed lease sales and their impact on climate change. Likewise, the no-action alternative should evaluate and discuss the cumulative effect of not leasing any of the 2023 parcels proposed for oil and gas development. This analysis should not only quantify the total GHG emissions that would be avoided as a result of not leasing but should also quantify and evaluate the co-benefits of not leasing, including the benefits of avoided air pollution, avoided water use, avoided produced water disposal, and the ability to put lands not leased to other beneficial uses. The co-benefits analysis should also reflect the cumulative value of the renewable energy-generating capacity of the federal lands and mineral estate that would be preserved under the no-action alternative.</p>		<p>would meet the purpose and need of the EA. BLM has considered a reasonable range of alternatives and disclosed the impacts based on GHG emissions and SC GHG over the range of the Proposed Action which is what BLM has proposed as its decision, and the No Action which are less than the Proposed Action. Climate impacts are one of many factors that are considered in the NEPA analysis to evaluate the significance of a proposed action and the BLM’s exercise of its discretion in deciding on leasing actions.</p>
105	WELC	<p>In our scoping comments, we requested BLM include an alternative that considers adopting a policy of managed decline of fossil fuel production from the entire federal mineral estate. BLM did not consider such an alternative. Inconsistencies among BLM offices in determining the alternatives to consider exemplify the need to consider the proposed lease sales in a single impact statement rather than through individual EAs. They also underscore the need for a programmatic review of the BLM fossil fuel program. We request</p>	<p>Failed to Consider Proposed Alternatives</p>	<p>Section 1.2 discusses the purpose and need of the NEPA analysis, while section 1.2.1 discusses the decision to be made. Here the need to respond to EOIs that were received. The NEPA analysis was conducted to disclose impacts from the different alternatives if the parcels (created from the nominated EOIs {Response to Comment No. 45 for EOI process}) were to be offered and subsequently sold. Consideration of creating, considering, writing or adopting policy and/or a programmatic review of the BLM fossil fuel program is outside the scope of this EA.</p>

		BLM explain the basis for how and why it determines whether to consider proposed alternatives, and we request that BLM consider an alternative involving a policy of managed decline of fossil fuel production from the entire federal mineral estate.		
106	WELC	<p>BLM must consider alternatives that would protect usable groundwater. See <i>WildEarth Guardians v. U.S. Bureau of Land Mgmt.</i>, 457 F.Supp.3d 880, 890 (D. Mont. 2020).</p> <p>Specifically, BLM should consider not leasing parcels within areas where there is less than 2,000 feet of vertical separation between the oil and gas formations likely to be targeted and any groundwater aquifer with 10,000 ppm TDS or less. BLM should also analyze an alternative whereby parcels would not be leased in areas overlying usable groundwater and surface water, and an alternative that includes other measures to ensure that all usable groundwater zones are protected. This might involve pre-leasing groundwater testing and adding a lease stipulation or lease notice requiring specified casing and cementing depths. Alternatively, or additionally, BLM should consider requiring a lease stipulation or lease notice requiring the lessee to perform groundwater testing prior to drilling to identify all usable water, and consultation with the U.S. Geological Survey and other agencies to identify those waters with up to 10,000 ppm TDS. BLM failed to consider such an alternative.</p>	Groundwater Alternative	<p>When a specific parcel is sold, the BLM does not know certain specific details of development. These include: drill rig type (e.g. a Tier II or Tier IV rig) how a proposed well may be developed (e.g. will the well be hydraulically fractured or not, vertical, directional, or horizontal wellbores), the mineral resources a well might target (oil vs. gas), where water for drilling activities may be obtained (e.g. town water supplies, water well, recycled water from previous drilling activities), or even if freshwater zones will be encountered when drilling. Upon receipt of a development proposal, BLM will prepare additional analysis to ensure that all usable water zones are protected through proper cementing and casing, as required by regulation and Onshore Order No. 2. The use of a White Paper, like BLM WY has prepared and incorporated by reference into the lease sale EA, was recently affirmed in: <i>Ctr. for Biological Diversity v. United States BLM</i>, No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place." Within the White Paper that was incorporated by reference into the EA, there is an assessment of reasonably foreseeable water demands and an assessment of water availability. This information suggests that there is an adequate supply of water available to support the lease-sale specific RFD analyzed in the EA without causing site specific impacts. In addition, Lease Notice No. 1 (EA, Section</p>

				5.2, p. 151) indicates that surface use or occupancy may be strictly controlled within certain areas, of which, surface water and/or riparian areas are listed. Specific field office RMPs also have requirements limiting surface use or occupancy within areas of known surface water and/or riparian areas.
107	WELC	<p>BLM must include in their analysis an alternative that applies a stipulation that mandates the use of best available methane reduction technologies to parcels. Recent research has demonstrated that the use of ten technically proven and commercially available methane emissions reduction technologies can together capture more than 80 percent of the methane currently going to waste in the oil and gas sector's operations. These technologies include:</p> <ul style="list-style-type: none"> • Green Completions to capture oil and gas well emissions; • Plunger Lift Systems or other well deliquification methods to mitigate gas well emissions; • Tri-Ethylene Glycol (TEG) Dehydrator Emission Controls to capture emissions from dehydrators; • Desiccant Dehydrators to capture emissions from dehydrators; • Dry Seal Systems to reduce emissions from centrifugal compressor seals; • Improved Compressor Maintenance to reduce emissions from reciprocating compressors; • Low-Bleed or No-Bleed Pneumatic Controllers used to reduce emissions from control devices; • Pipeline Maintenance and Repair to reduce emissions from pipelines; • Vapor Recovery Units used to reduce emissions from storage tanks; and • Leak Monitoring and Repair to control fugitive emissions from valves, flanges, seals, connections and other equipment. 	Methane Alternative	The lease sale does not authorize development to take place and is not the appropriate level of NEPA to identify mitigation measures before an operator even proposes to drill or submits an APD. When actual development is proposed at a specific location, the BLM may require COAs at that time (List or include any COAs, Lease Stips, or Air Resource Management Plans that the BLM-WY currently has in place). Furthermore, the BLM does not have the regulatory authority to require mitigation for GHG emissions or climate change impacts because no authorizing legislation, legacy act or regulation defines significance levels or gives the BLM regulatory authority to require mitigation. Both EPA and State regulatory agencies regulate emissions such as methane via existing and proposed regulatory measures. The BLM has proposed a revised Waste Prevention Rule that, if it is finalized and upheld in court, will allow the BLM to require additional waste prevention measures to address methane emissions.

		In addition to these best available methane reduction technologies, BLM must also consider an alternative that implements its legal obligation to use all reasonable precautions to prevent waste, including a stipulation on leases that provides for no routine venting or flaring, similar to regulations that are already being implemented in the states of Colorado and New Mexico.		
108	WELC	Under the requirements of the 2015 sage-grouse plan, BLM is required to prioritize leasing outside of sage-grouse habitat. In light of the unabated nationwide decline of sage-grouse populations, due in part to BLM's systemic practice of deprioritizing habitat relative to development, BLM should consider an alternative that removes from consideration, or at a minimum defers all parcels containing General Habitat Management Area and Priority Habitat Management Area from consideration. Such an alternative is fully consistent with the 2015 Greater Sage Grouse Approved Resource Management Plan Amendments (the 2015 plans) and is not precluded simply because the 2015 plans allow for leasing, see Draft EA at 62. Moreover, such an alternative is warranted in light of BLM's expressed intention to review and amend the 2015 Plans to address changed conditions and new information since 2015, as well as the impacts of climate change on sage-grouse. While BLM discusses Alternative 3, "Modified Proposed Action," in which 10 parcels would be deferred for Greater Sage Grouse Prioritization, BLM does not explain why it instead chose the less-protective Alternative 2, Proposed Action. See, e.g., Draft EA at 17-24; 82.	Sage-grouse Alternative	All parcels containing Greater Sage-grouse habitat management areas are fully analyzed in the EA (see EA section 4.3 for a full discussion of Greater Sage-grouse prioritization.) The BLM does not have a policy which directs deferral of all parcels in priority habitat management areas.
109	WELC	Rather than segment the NEPA analysis according to individual oil and gas lease sales, the CEQ NEPA regulations regarding connected	GHG	BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective

		<p>actions, cumulative actions, and similar actions suggest BLM should analyze the environmental impacts of the proposed lease sales in a single NEPA analysis. The proposed 2023 lease sales meet the definition of “connected action” because according to BLM, the agency offered the 2023 lease sales pursuant to the same overarching statutory obligation – the Inflation Reduction Act. The proposed 2023 lease sales also qualify as “cumulative actions” based on their cumulatively significant emissions of GHGs and their impacts on climate change. In addition, the proposed 2023 lease sales are properly understood as “similar actions” because the NEPA analysis and proposed sale dates are common in time and the best way to adequately assess their cumulative GHG emissions is through a single impact statement.</p> <p>BLM does not address the possibility of analyzing potential GHG emissions that could occur from other lease sales during 2023. This is nonsensical, as BLM has previously estimated the emissions from all the parcels offered in a year in the EA associated with each sale. BLM plainly can analyze the potential GHG emissions of all the actions and should do so in a single impact statement.</p>		<p>Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale. Cumulative impacts from the Federal oil and gas program are addressed in the EA in and are inclusive of emissions from the proposed lease sale. Because individual lease sales in multiple states are not connected actions, the BLM is not required to treat them as such and prepared an EA.</p>
110	WELC	<p>As we explained above, BLM improperly segmented its NEPA analysis and only analyzed GHG emissions using EPA’s GHG equivalency calculator for this individual lease sale. We request BLM contextualize the GHG emissions of the 2023 lease sales by using the EPA GHG equivalency calculator to consider the GHG emissions over the average 30-year production life of the leases. We also request BLM contextualize the cumulative GHG emissions from the federal fossil fuel program using EPA’s GHG</p>	GHG	See Response to Public Comment No. 109.

		<p>equivalency calculator. While BLM does compare the life of lease emissions from the proposed action as a percentage of other federal oil and gas emissions, Draft EA at 47-48, Table 4.3, this is precisely the type of decontextualized, fractional comparison of emissions that courts have held is unlawful. <i>Diné CARE v. Haaland</i>, 59 F.4th at 1043-1044; See also <i>350 Montana v. Haaland</i>, 50 F.4th 1254, 1266-1267 (9th Cir. 2022). BLM cannot fulfill its NEPA obligations with this type of comparison, which artificially minimizes significance and tells the public nothing about the actual impacts of emissions.</p>		
111	WELC	<p>BLM also used the social cost of greenhouse gases (SC-GHG) as another tool to assess GHG emissions and climate change effects from the proposed lease sale. The social cost of greenhouse gases provides an estimate of the monetized global damages associated with the incremental increases of GHGs. Again, because BLM improperly segmented its NEPA analysis of the proposed 2023 lease sales, the Draft EA only provides the social cost of GHGs for each individual lease sale rather than a cumulative total.</p> <p>BLM did not use the social cost of GHGs tool to assess the impacts of the cumulative cost of global damages from BLM’s fossil fuel program in the 2021 BLM Specialist Report, and BLM failed to explain the basis for its decision to omit this analysis. We request BLM contextualize the cumulative GHG emissions from the federal fossil fuel program using the social cost of GHGs. The cumulative cost of the federal fossil fuel program is an important consideration for BLM to weigh, as it is many orders of magnitude greater than the already significant costs of just the proposed</p>	SC-GHG	<p>The socioeconomic analysis discusses potential socioeconomic impacts, both positive and negative, in Sections 3.7 and 4.6 of the EA. While SC-GHG numbers were monetized, they do not constitute a complete cost benefit analysis, nor do the SC-GHG numbers present a direct comparison with other impacts analyzed in this document; rather, SC-GHG is a measure of impacts to the human environment that BLM is obligated to evaluate pursuant to NEPA, regardless of whether or not BLM conducts a complete or partial cost cost-benefit analysis of the proposed lease sale. This language is present and discussed in Section 4.1 of the EA.</p> <p>The BLM exercised its discretion to evaluate the costs of the GHG emissions issue being analyzed in this EA. These context comparisons are consistent with the White House Council on Environmental Quality updated 2016 Guidance on Consideration of Greenhouse Gas Emissions and Climate Change (CEQ GHG Guidance) posted on the federal register on January 9, 2023 for a 60-day comment period. Section VI(F) Monetizing Costs and Benefits and IV. (B) Disclosing and Providing Context for a Proposed Action’s GHG Emissions and Climate Effects in the</p>

		<p>2023 lease sales.</p> <p>As a final comment on BLM’s use of the social cost of GHGs, we are concerned by the way BLM frames its understanding and weight of the social cost of GHG analysis. BLM states: “[The SC-GHG] numbers were monetized; however, they do not constitute a complete costbenefit analysis...SC-GHG is provided only as a useful measure of the benefits of GHG emissions reductions to inform agency decision-making,” Draft EA at 48. However, BLM must be clear that the SC-GHG is a measure of impacts to the human environment (reflected in 2020 U.S. dollars) that BLM is obligated to evaluate pursuant to NEPA regardless of whether or not BLM conducts a complete or partial cost cost-benefit analysis of the proposed lease sales.</p>		<p>2023 CEQ GHG Guidance states that NEPA does not require a cost-benefit analysis in which all monetized benefits and costs are directly compared. Climate impacts are one of many factors that are considered in the NEPA analysis to evaluate the significance of a proposed action and the BLM’s exercise of its discretion in deciding on leasing actions. At this time, BLM has not developed a standard or emissions budget that it can apply uniformly to make a determination of significance based on climate change, GHG emissions, or the SC-GHG. Until such time as the Department develops further tools to analyze the relative emissions impact of its activities nationwide, the BLM can disclose GHG emissions and climate impacts, and provide context and analysis for those emissions and impacts; the agency cannot determine significance for a proposed action based on GHG emissions, their unique estimated costs to the human environment, or climate impacts alone. Because individual lease sales in multiple states are not connected actions, the BLM is not required to treat them as such and prepared an EA respectively.</p>
112	WELC	<p>BLM references the 2021 Specialist Report, where it used the “MAGICC model” and other tools to evaluate the impact of GHG emissions associated with BLM’s onshore fossil fuel authorizations on the remaining atmospheric capacity to take on further GHG emissions without exceeding different degrees of additional warming. Draft EA at 48. As we discuss below, BLM improperly omitted carbon budget analysis of the United States’ share of the global carbon budget. Nonetheless, GHG emissions from the onshore federal fossil fuel program consume a tremendous amount of the global budget – “30-plus years of projected federal emissions would raise the average global surface temperatures by approximately 0.0158 °C, or 1% of the lower carbon budget temperature target.” Draft EA at 48. In addition to the tools BLM used to</p>	Carbon Budget	<p>The BLM provided a wide range of potential impact contexts in the 2021 Specialists Report, which was incorporated by reference into the EA. The Specialists Report presents the life-cycle representation of the federal onshore mineral estate GHG emissions relative to various local, state, national and global emissions and impact contexts. The BLM analyzes the impacts associated with the alternatives using the best available information.</p> <p>At this time, BLM has not developed a standard or emissions budget that it can apply uniformly to make a determination of significance based on climate change, GHG emissions, or the SC-GHG. Until such time as the Department develops further tools to analyze the relative emissions impact of its activities nationwide, the BLM can disclose GHG emissions and climate impacts, and provide context and analysis for those emissions and impacts; the agency cannot determine</p>

		<p>contextualize and evaluate federal fossil fuel GHG emissions, we request BLM evaluate and consider the impacts of climate change that have already occurred as a result of the cumulative emissions of GHGs. BLM’s NEPA analysis of GHGs and climate change tends to frame the impacts of climate change as long-term impacts, estimated to be realized at some future point in time. However, the climate has already changed as a result of anthropogenic GHG emissions and the consequences of global climate change are already being realized.</p> <p>BLM’s analysis of the proposed lease sale acknowledges that anthropogenic GHG emissions over the past 60 years have resulted in impacts associated with the change in global climate, Draft EA at 34. Similarly, the 2021 BLM Specialist Report refers to the IPCC climate assessment report, which states: “Warming of the climate system is unequivocal, and since the 1950s, many of the observed changes are unprecedented over decades to millennia. The atmosphere and ocean have warmed, the amounts of snow and ice have diminished, sea level has risen, and the concentration of greenhouse gases have increased.” We request BLM consider, discuss, and evaluate the climate science regarding past and present impacts from climate change to further contextualize the climate impacts from the cumulative emissions of GHGs associated with the proposed lease sales and the federal fossil fuel program.</p>		<p>significance for a proposed action based on GHG emissions or climate impacts alone.</p>
113	WELC	<p>Throughout the 2021 BLM Specialist Report and the Draft EA for the proposed lease sale, BLM mischaracterizes its duty and authority to address climate change programmatically and in the context of project level actions. BLM’s mischaracterizations misinform the public and decision makers and prejudice its NEPA</p>		<p>The lease sale does not authorize development to take place and is not the appropriate level of NEPA to identify mitigation measures before an operator even proposes to drill or submits an APD. When actual development is proposed at a specific location, the BLM may require COAs at that time (List or include any COAs, Lease Stips, or Air Resource Management Plans</p>

	<p>analysis and conclusions.</p> <p>Under FLPMA, BLM, has array of responsibilities, implicated by the impacts of climate change, when deciding whether to approve new oil and gas lease sales, including to:</p> <ul style="list-style-type: none"> • Protect public land values including air and atmospheric, water resource, ecological, environmental, and scenic values, and to preserve and protect “certain public lands in their natural condition,” and “food and habitat for fish and wildlife.” 43 U.S.C. §1701(a)(8); • Account for “the long-term needs of future generations.” 43 U.S.C. § 1702(c); • Prevent “permanent impairment of the productivity of the land and quality of the environment.” 43 U.S.C. § 1702(c); • “[T]ake any action necessary to prevent unnecessary or undue degradation of the lands.” 43 U.S.C. § 1732(b), and • Manage public lands on the basis of multiple use and sustained yield. 43 U.S.C. § 1732(a). <p>To carry out these responsibilities in the context of oil and gas leasing, BLM has a corresponding array of authorities to address the impacts of oil and gas leasing and development. These authorities include choosing not to lease the federal mineral estate for oil and gas development, withdrawing federal minerals from leasing; prohibiting leasing in resource management plans and through resource management plan amendments, requiring conditions of approval in new authorizations of oil and gas leases, as well as managing the rate of oil and gas production in federal leases.</p> <p>To BLM’s authority to choose not to lease the federal mineral estate, development of public lands is not required but must instead be weighed against other possible uses, including</p>		<p>that the BLM-WY currently has in place). Furthermore, the BLM does not have the regulatory authority to require mitigation for GHG emissions or climate change impacts because no authorizing legislation, legacy act or regulation defines significance levels or gives the BLM regulatory authority to require mitigation. Both EPA and State regulatory agencies regulate emissions such as methane via existing and proposed regulatory measures. The BLM has proposed a revised Waste Prevention Rule that, if it is finalized and upheld in court, will allow the BLM to require additional waste prevention measures to address methane emissions.</p>
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		<p>conservation to protect environmental values. Just as BLM can deny a project outright 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.</p> <p>BLM's authority to mitigate environmental impacts is importantly related to BLM's NEPA obligations to consider ways to avoid, minimize, and mitigate impacts in accordance with the mitigation hierarchy. Specifically, BLM must "include appropriate mitigation measures not already included in the proposed action or alternatives." 40 C.F.R. § 1502.14(f), 40 C.F.R. § 1502.16(h). Thus, based on site-specific NEPA reviews that rationally connect to FLPMA's mandates, BLM must impose constraints on new well approvals to avoid catastrophic climate change and protect and advance the public interest.</p> <p>The Mineral Leasing Act (MLA) also authorizes BLM to reduce the rate production over a defined period of time, limiting the amount of extraction and greenhouse gas pollution that would result. The MLA authorizes the Secretary of the Interior to "alter or modify from time to time the rate of prospecting and development and the quantity and rate of production under such a plan." 30 USCA § 226(m). Likewise, nearly all BLM leases for onshore oil and gas contain a clause which states that "Lessor reserves the right to specify rates of development and production in the public interest." See U.S. Department of the Interior, Offer to Lease and Lease for Oil and Gas, Form 3100-11 (Oct. 2008). According to these authorizations, the Secretary and BLM could set a declining rate of production over time that provides for an orderly phase-out of onshore fossil fuel production.</p>		
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		BLM's legal duty and authority provide a variety of mitigation actions BLM could take to meaningfully and measurably to address cumulative climate change resulting from global emissions. We request BLM revise its NEPA analyses to correctly reflect its legal duties and authorities.		
114	WELC	Neither the EA for the proposed lease sale nor the 2020 BLM Specialist Report analyze whether the estimated GHG emissions associated with the proposed lease sales and the cumulative GHG emissions from the federal fossil fuel program are compatible with the U.S. goal of avoiding 1.5 C of warming. However, BLM's NEPA analyses fail to analyze the compatibility of cumulative federal fossil fuel program emissions with the United States' commitments to avoid 1.5 C of warming. The 2023 Interim CEQ Guidance also directs agencies to "place emissions in the context of relevant climate action goals and commitments." 2023 Interim CEQ Guidance at 1201. BLM failed to conduct this analysis in the Draft EA or the 2021 Specialist Report.	1.5 degree Warming Compatibility Goal	The BLM analyzes potential impacts, including cumulative impacts, from climate change and GHG in detail in the EAs (see EA Chapter 4.1). The EAs incorporate by reference information from the recently published 2022 BLM Air Resources Technical Report for Oil and Gas Development. The emissions used in this analysis are estimated using the 2022 BLM Lease Sale Emissions Tool and evaluated with the EPA GHG equivalency calculator. The BLM also includes a monetized social cost of carbon analysis for the estimated emissions associated with future potential development. In addition, the Lease Sale EA's incorporated the 2021 BLM Specialists Report on federal fossil fuel greenhouse gas emissions and climate trends which discusses the United Nations emissions gap (which is analogous to the production gap described by the commentor) and the IPCC carbon budgets in the context of current policy and executive orders outlining the Administration's response to the climate crisis and its commitment to achieve net zero GHG emissions by 2050 (see chapter 7.2). The specialists report provides a cumulative assessment of the onshore federal fossil fuel emission implications relative to the gap and budget targets, which is inclusive of the estimated projected emissions associated with all the proposed lease sale EAs. This broader assessment of existing and projected emissions provides better information for decision-makers to draw upon beyond the consumption context any individual or combined lease sale could provide, especially as GHGs and climate change are factually cumulative issues. At present, the specialist report shows that the cumulative projections of onshore

				production will be near “0” by 2050, which is in-line with effective executive orders.
115	WELC	BLM’s Draft EA for the proposed lease sale omits analyzing and evaluating the estimated GHG emissions from the lease sales and cumulative GHG emissions within the context of the widening production gap. The production gap is the difference between global fossil fuel production projected by governments and fossil fuel production consistent with the 1.5 C-warming pathway and other pathways. BLM failed to consider the production gap reports discussed above, which indicate an imperative to rapidly transition away from fossil fuels using supply side policies.	Carbon Budget/ Production Gap	The Lease Sale EA’s incorporated the 2021 BLM Specialists Report on federal fossil fuel greenhouse gas emissions and climate trends which discusses the United Nations emissions gap (which is analogous to the production gap described by the commentor) and the IPCC carbon budgets in the context of current policy and executive orders outlining the Administration’s response to the climate crisis and its commitment to achieve net zero GHG emissions by 2050 (see chapter 7.2). The specialists report provides a cumulative assessment of the onshore federal fossil fuel emission implications relative to the gap and budget targets, which is inclusive of the estimated projected emissions associated with all the proposed lease sale EAs. This broader assessment of existing and projected emissions provides better information for decision-makers to draw upon beyond the consumption context any individual or combined lease sale could provide, especially as GHGs and climate change are factually cumulative issues. At present, the specialist report shows that the cumulative projections of onshore production will be near “0” by 2050, which is in-line with effective executive orders.
116	WELC	The BLM failed to properly complete a cumulative impacts analysis of the proposed 2023 lease sales, including an assessment of the cumulative impact of greenhouse gas emissions from the federal fossil fuel program. BLM must analyze greenhouse gas emissions from any and all federal, state, and private fossil fuel leasing and development projects. BLM may not improperly segment its NEPA analysis of the proposed lease sales and must more effectively conduct an analysis of the cumulative impacts of fossil fuel leasing and development in the context of a programmatic review of the federal fossil fuel program. Should BLM choose to carry on without a programmatic review, it must still comprehensively analyze cumulative GHG	GHG Emissions and Climate Impacts	The BLM analyzes potential impacts, including cumulative impacts, from climate change and GHG in detail in the EAs (see EA Chapter 4.1). The EAs incorporate by reference information from the recently published 2022 BLM Air Resources Technical Report for Oil and Gas Development. The emissions used in this analysis are estimated using the 2022 BLM Lease Sale Emissions Tool and evaluated with the EPA GHG equivalency calculator. The BLM also includes a monetized social cost of carbon analysis for the estimated emissions associated with future potential development.

		emissions pursuant to its statutory obligations under NEPA.		
117	WELC	BLM failed to assess the cumulative greenhouse gas emissions and impacts from recent and reasonably foreseeable federal offshore oil and gas lease sales. Recent and reasonably foreseeable federal offshore oil and gas lease sales, whose GHG emissions and the cumulative impacts must be assessed. BLM also failed to assess the cumulative greenhouse gas emissions and impacts from recent and reasonably foreseeable federal fossil fuel lease sales and similar federal actions, as required by NEPA. <i>WildEarth Guardians v. Zinke</i> .	GHG Emissions	The BLM analyzes potential impacts, including cumulative impacts, from climate change and GHG in detail in the EAs (see EA Chapter 4.1). The EAs incorporate by reference information from the recently published 2022 BLM Air Resources Technical Report for Oil and Gas Development. The emissions used in this analysis are estimated using the 2022 BLM Lease Sale Emissions Tool and evaluated with the EPA GHG equivalency calculator. The BLM also includes a monetized social cost of carbon analysis for the estimated emissions associated with future potential development.
118	WELC	BLM continues to fail to assess cumulative greenhouse gas emissions and impacts from recent and reasonably foreseeable non-federal oil and gas leasing and development projects. For example, just last year 10 states held 45 lease sales, selling tens of thousands of acres for oil and gas development.	GHG Emissions/ Non-Federal Leasing	The BLM analyzes potential impacts, including cumulative impacts, from climate change and GHG in detail in the EAs (see EA Chapter 4.1). The EAs incorporate by reference information from the recently published 2022 BLM Air Resources Technical Report for Oil and Gas Development. The emissions used in this analysis are estimated using the 2022 BLM Lease Sale Emissions Tool and evaluated with the EPA GHG equivalency calculator. The BLM also includes a monetized social cost of carbon analysis for the estimated emissions associated with future potential development.
119	WELC	BLM continues to improperly frame and weigh the context and intensity factors for assessing the significance of reasonably foreseeable GHG emissions from the proposed lease sales and their cumulative climate impacts. Although BLM acknowledges that all GHGs contribute incrementally to the climate change phenomenon, BLM persists in comparing the estimated emissions associated with the proposed actions to the total global, national, state, and other categories of GHG emissions to support its finding that the GHG emissions from the proposed actions are insignificant. See, e.g.,	Emissions Comparisons/ Hard Look	See Response to Public Comment No. 112.

	<p>Draft EA at 48. BLM's attempt to minimize the estimated GHG emissions from the proposed actions in this way is precisely how the 2016 CEQ GHG Guidance and 2023 Interim CEQ Guidance directed federal agencies not to limit assessments of the significance of GHG emissions. This method of analysis doesn't reveal anything beyond the nature of the climate change challenge itself.</p> <p>BLM's analysis of GHG emissions from the proposed lease sale in comparison with global, national, state, and other categories of emissions is incomplete and fails to inform the public and decision maker of comparisons that would more effectively reveal the context and intensity of the reasonably foreseeable GHG emissions. BLM correctly points out that GHGs have a long atmospheric lifetime, which allows them to become well mixed and uniformly distributed over the entirety of the Earth's surface, no matter their point of origin. Draft EA at 34. However, BLM's Draft EA for the proposed lease sale never explains why this aspect of GHGs should limit BLM's comparison of potential emissions from the proposed actions to global, national, and state emission totals for purposes of providing context of their significance and potential contribution to climate change impacts. In other words, BLM never compares or offers a rational explanation for why it would be inappropriate to compare potential GHG emissions from one proposed lease sale to the potential GHG emissions from another past or present lease sale. Similarly, why not compare the potential GHG emissions from one proposed lease sale with another past or present federal (or non-federal) fossil fuel action or project? Why not compare the potential emissions to different individual sources of GHG emissions, such as a gas-fired power</p>		
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		<p>plant? A dairy operation? A landfill? BLM never explains the basis for its decision to limit its GHG emission comparisons to the global, national, and state levels, even though the examples of other comparisons mentioned above would provide valuable context and intensity information to the public and the decision maker. We request BLM include a more comprehensive comparison of the estimated GHG emissions associated with the proposed lease sale and the cumulative GHG emissions from the federal fossil fuel program to other emissions sources, including but not limited to other individual federal and non-federal fossil fuel leases, individual coal-fired and natural gas electric generating facilities, and individual concentrated animal feeding operations (CAFOs).</p>		
120	WELC	<p>Neither the Draft EA nor the FONSI for the proposed lease sale clearly or properly assesses the significance of the cumulative impacts of the potential emissions of GHGs and their impact on climate change. The Draft EA did not adequately analyze or explain BLM's assessment of the significance of the cumulative impacts of GHG emissions and their impact on climate change. The EA refers the public and decision maker to a discussion of past, current, and projected future climate change impacts in the 2021 BLM Specialist Report. However, nothing in the 2021 BLM Specialist Report ever provides BLM's basis for assessing significance of GHG emissions or its ultimate conclusion on significance. It is impossible to understand how BLM reached its conclusions regarding significance because BLM failed to discuss how it assessed the significance of GHG emissions in the Draft EA, as well as in the 2021 BLM Specialist Report. In addition, although the 2021 BLM Specialist</p>	2021 Specialist Report/ Hard Look	See Response to Public Comment No. 112.

		<p>Report provided a discussion of cumulative GHG emissions from the BLM fossil fuel leasing program and future climate change impacts, BLM chose not to conduct an analysis of the monetized net harm to society associated with the cumulative increases in GHG emissions in the 2021 BLM Specialist Report.</p> <p>BLM's 2021 BLM Specialist Report must also further contextualize its carbon budget analysis by evaluating carbon budgets according to the United States' historic contributions. It is well-documented that the United States is the world's largest historic contributor of GHG emissions and, thus, bears a greater global responsibility to more quickly reduce the quantity of its GHG emissions. The 2021 BLM Specialist Report attempts to cast doubt on the utility of assessing GHG emissions according to carbon budgets, stating: "Carbon budgets have not yet been established on a national or subnational scale, primarily due to the lack of consensus on how to allocate the global budget to each nation, and as such the global budgets that limit warming to 1.5°C or 2.0°C are not useful for BLM decision-making as it is unclear what portion of the budget applies to emissions occurring in the United States." However, uncertainty in other contexts of GHG and climate change analysis has not prevented BLM from using averages, estimates, and models to address uncertainty and provide the public and decision makers helpful information. As such, BLM should consult the best scientific reports and data available to determine a representative carbon budget that reasonably applies to emissions in the United States, given its historic contributions. The carbon budget analysis in the 2021 BLM Specialist Report, as currently drafted, is misleading because it inappropriately compares GHG emissions from the BLM federal fossil</p>		
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		fuel program to the remaining global carbon budget. To the public or a decision maker, this analysis minimizes the GHG emissions from the BLM federal fossil fuel program and implies the emissions are insignificant to the global carbon budget, comparatively. The Draft EA's analysis of the significance of GHG emissions from the BLM federal fossil fuel program fails to take the hard look required by NEPA.		
121	WELC	BLM must take a hard look at the impacts of methane, preferably in both a programmatic NEPA review, and an aggregated EIS for the proposed 2023 sales as discussed above. In 2019, oil and gas operators vented or flared approximately 150 billion cubic feet of methane, resulting in the loss of over \$50 million in federal royalty revenue. This is enough natural gas to meet the needs of 2.1 million households, which is nearly as many households as the states of New Mexico, North Dakota, Utah and Wyoming combined. This waste also means lost royalty revenues for taxpayers and Tribes. A recent analysis conducted by Synapse Energy Economics found that \$63.3 million in royalties, \$18.8 million in state revenue from taxes (from the top six states), and \$509 million in gas value was lost due to venting, flaring, and leaks on federal and Tribal lands.	Methane	The lease sale does not authorize development to take place and is not the appropriate level of NEPA to identify mitigation measures before an operator even proposes to drill or submits an APD. When actual development is proposed at a specific location, the BLM may require COAs at that time (List or include any COAs, Lease Stips, or Air Resource Management Plans that the BLM-WY currently has in place). Furthermore, the BLM does not have the regulatory authority to require mitigation for GHG emissions or climate change impacts because no authorizing legislation, legacy act or regulation defines significance levels or gives the BLM regulatory authority to require mitigation. Both EPA and State regulatory agencies regulate emissions such as methane via existing and proposed regulatory measures. The BLM has proposed a revised Waste Prevention Rule that, if it is finalized and upheld in court, will allow the BLM to require additional waste prevention measures to address methane emissions.
122	WELC	At a national level, such waste on federal and Tribal lands already has significant and disproportionate health and other impacts on minority and low-income communities, including Indigenous communities. On federal and Tribal lands in the U.S., there are roughly 12,000 people living within a half mile of a well with flaring. This includes approximately 1,000 children under the age of five, more than 1,600 older Americans over the age of 65, 1,800 people living in poverty, and almost 6,000 people of color, including 3,000 Native	Flaring	The BLM analyzes potential impacts to environmental justice communities in Sections 3.7 and 4.6 in the EA. The analysis presented complies with the requirements set forth in CEQ guidance, Executive Order 12898, and BLM policy (as contained in BLM's Land Use Planning Handbook and BLM's IM 2022-059) determining whether proposed actions would have disproportionately high and adverse environmental impacts to minority, low-income, and American Indian populations of concern. The EA analysis and associated EJ screening report contain sufficient information to meet the BLM's public disclosure and informed

		<p>Americans. These groups live near flaring wells at much higher rates when compared to the nation at large. For example, Native Americans are 25% more likely to live within one mile of wells compared to the populations in the counties studied, while nationally they represent less than 2% of the country. Moreover, the Indigenous people living on these lands are more likely to be living in poverty compared to the population of the encompassing state(s), which exacerbates the already disparate health burdens faced by these individuals and communities. Waste from flared gas in particular has disparate health impacts on Indigenous people and other overburdened communities. The majority of lost gas on Tribal lands is flared. Synapse found that, in 2019, about 13.9 Bcf of natural gas was wasted from federal and Tribal lands in Wyoming. BLM failed to take a hard look at the direct, indirect, and cumulative methane emissions that will result from development of these leases and their commensurate impacts in accordance with NEPA. This includes Interior’s duty to quantify methane emissions and, on that basis, to assess impacts and a range of reasonable alternatives and mitigation measures to cut those emissions. BLM also failed to consider the other environmental impacts of this wasted resource, including the public health and welfare impacts of flaring.</p>		<p>decision-making requirements as well as providing sufficient evidence to reach a Finding of No Significant Impact (FONSI). The BLM is committed to fair treatment and meaningful involvement with all the people on the lands when making decisions on preservation, protection and sustainable development of the natural resources on the public lands managed by BLM. The BLM received no comments during the public comment period from individuals or Tribal affiliates expressing EJ related concerns with the parcels to be offered. Specific letters were sent to local tribes by the offices having administrative jurisdiction for their lease sales to ensure they were aware of the parcels proposed to be offered, and to request any feedback they may have. The EA has disclosed which environmental justice populations are within the area of effect and disclosed the potential impacts to those populations from reasonably foreseeable future development of the parcels should they be sold and leases issued in Sections 4.6.3.2 and 4.6.4.2.</p>
123	WELC	<p>BLM must include an analysis of reasonably foreseeable direct, indirect, and cumulative human health impacts resulting from oil and gas leasing and development. The Draft EA contains only a cursory discussion of health and safety risks and impacts. The “public health and safety” section is just one paragraph, in which BLM largely dismisses the possibility of potentially significant health and</p>	Health and Safety	<p>BLM and other government agencies have regulations and policies intended to protect the environmental health and thereby avoiding or minimizing public exposures to substances or emissions with the potential to affect human health. In the EA, BLM has analyzed reasonably foreseeable direct and indirect impacts of leasing the proposed parcels, as well as cumulative impacts. The EA referred to health and safety data provided by the EPA, a leading environmental and</p>

		<p>safety impacts “[d]ue to the scattered nature and small area encompassed by the proposed parcels (as well as low population density and the presence of industrial safety programs, standards, and state and federal regulations).” Draft EA at 87. BLM mentions the potential for recreational exposure to oil and gas activity and the possible presence of domestic water supply wells, but does not elaborate on these statements or explain why they do not raise significant health and safety concerns. Moreover, even this cursory discussion of health and safety only appears in BLM’s discussion of Alternative 3—not in the analysis for the Proposed Action (Alternative 2). BLM’s cursory mentions of health and safety risks and impacts that could result from the Proposed Action are limited to the air pollution and environmental justice sections, and there too, the agency fails to take a hard look at these risks and impacts as NEPA requires.</p> <p>“No Surface Occupancy” (NSO) stipulations could be implemented within a certain distance of residences, schools, or other occupied areas that might mitigate some of these effects, but they do not eliminate BLM’s obligation to take a hard look at health effects at the leasing stage, as NEPA requires. Stipulations and notices are used to comply with FLPMA and the MLA, and are not a substitute for a NEPA analysis.</p> <p>Moreover, most existing oil and gas setbacks or NSO stipulations (typically < 1000 feet) are likely inadequate to protect people and communities against health and safety risks and adverse effects. At minimum, some health experts have called for a one-mile minimum distance between drilling facilities and schools, hospitals, and occupied dwellings, in light of the heightened health risks of residing within close</p>		<p>human health research organizations, regarding topics such as ground level ozone, particulate matter, nitrogen dioxide, carbon monoxide, lead, and sulfur dioxide. Additional data regarding the effects on public health and safety is taken from the Centers for Disease Control and Prevention (CDC) as referenced in the 2021 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends. In addition, the Wyoming Department of Environmental Quality (WDEQ) has regulations, reporting, and permitting requirements for oil and gas operations in Wyoming. The BLM currently requires all federal oil and gas development and operations in Wyoming to obtain the necessary permits and follow the applicable rules and regulations set forth by the WOGCC and WDEQ. Should the parcel be sold, a lease issued, and development proposed, BLM will be able to evaluate impacts in more detail at that time. BLM will use the suggested screening tool at the APD/project stage. Additionally, WY Standard Lease Notice No. 1, which is applied to each parcel, states, “...Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited.” including “Within 1/4 mile of occupied dwellings.”</p>
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		proximity to unconventional oil and gas drilling sites.		
124	WELC	<p>BLM must take a hard look not only at direct health impacts and proximity-related health impacts of oil and gas development, but also at cumulative health risks and impacts. Cumulative health risks and impacts can arise not only from multiple pollutant exposures, and cumulative pollution exposures over time, but also from compounding structural, social, and economic factors, many of which are rooted in systemic inequities and injustices.</p> <p>The existing health status and pollution burdens experienced by individuals and populations in the lease sale areas, and the disproportionate health risks they face in light of social determinants of health and environmental justice concerns, are precisely the kinds of “incremental impacts of the action when added to other past, present, and reasonably foreseeable future actions, regardless of what agency (federal or non-federal) or person undertakes such other actions” that NEPA requires BLM to analyze here. BLM cannot simply dismiss the “incremental” addition of wells from a particular lease sale (or the “incremental” increase in air pollution from those wells) as insignificant merely because they constitute a small “percent increase” compared to state, regional/basin-wide, or national well counts or emissions. See Draft EA at 88 (stating that health impacts to communities “may incrementally contribute to impacts” associated with oil and gas development). [R]ather than breaking emissions from an individual lease sale down into annual fractions or “component parts” in attempt to dismiss them as insignificant, BLM must analyze additive short and long-term emissions and their direct, indirect, and cumulative health effects from these lease sales—the impacts</p>	Health and Safety	<p>Cumulative health impacts, in addition to direct and indirect impacts, from the Federal oil and gas program are addressed in the EA in Sections 4.6 and 3.7, respectively. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change and air quality impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale. Sections 3.7 and 4.6 refer to the Air Quality section and corresponding 2021 BLM Specialist Report, as well. Estimates of social cost relative to GHG emissions are also reported; social cost estimates provided by the IWG incorporate multiple complex damage functions that account for an array of public health impacts, as well as utilize multiple discount rates to attempt to represent a cost of incremental cumulative impacts to the human environment over time given known, or expected, production scenarios and associated emissions.</p> <p>When a specific parcel is sold, the BLM does not know certain specific details of development. These include: drill rig type (e.g. a Tier II or Tier IV rig) how a proposed well may be developed (e.g. will the well be hydraulically fractured or not, vertical, directional, or horizontal wellbores), the mineral resources a well might target (oil vs. gas), where water for drilling activities may be obtained (e.g. town water supplies, water well, recycled water from previous drilling</p>

		<p>which result “from the incremental impact of the action when added to past, present, and reasonably foreseeable future actions” (and impacts).</p>		<p>activities), or even if freshwater zones will be encountered when drilling. For example, upon receipt of a development proposal, BLM will prepare additional analysis to ensure that all usable water zones are protected through proper cementing and casing, as required by regulation and Onshore Order No. 2. The use of a White Paper, like BLM WY has prepared and incorporated by reference into the lease sale EA, was recently affirmed in: <i>Ctr. for Biological Diversity v. United States BLM</i>, No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place."</p>
125	WELC	<p>BLM must not summarily dismiss health and safety impacts as temporary simply because some exposures (e.g., to emissions and fugitive dust from construction) are temporary. It is arbitrary, and contrary to scientific understanding, to assume that just because an exposure is temporary, so too are the effects resulting from that exposure. The health effects that can arise from environmental exposures, especially in conjunction with social determinants of health and environmental justice issues, may endure long after the acute exposure source is gone. In a February 2023 ruling, the Tenth Circuit agreed. <i>See Diné CARE v. Haaland</i>, 59 F.4th at 1046-1047. Moreover, information from several states, and nationally, indicates that wells often are not properly plugged and reclaimed at the end of their “useful lives.” For example, while it is sometimes difficult to obtain an exact count of “orphaned” or improperly plugged and abandoned wells, reports indicate that there are</p>	Health and Safety	See Response to Public Comment No. 124

		<p>hundreds, even thousands, of such wells across private, state, and federal lands in New Mexico alone, and in nearby Western states such as Colorado and Wyoming. These wells can leach toxic chemicals and contaminate water supplies, posing direct and cumulative health risks to nearby communities. State and BLM bonding requirements are usually insufficient to meet the costs associated with plugging and abandoning these wells, retiring other equipment, and cleaning up the well sites. Thus, idle or orphaned wells and abandoned well sites pose not only health risks and impacts, but also financial ones, which can further compound existing health impacts, including cumulative impacts, and related health inequities.</p>		
126	WELC	<p>The Draft EA failed to adequately link health and environmental justice for these lease sales, despite the clear mandate of EO 12898. As mentioned above, BLM identifies but does not fully analyze health and safety impacts in the Draft EA. Yet BLM identifies environmental justice communities in the lease sale area as being “at risk for adverse health outcomes,” e.g. Draft EA at 85-86. BLM also acknowledges that these communities or populations bear a disproportionate burden of the most severe harms, including health risks and harms, from climate change. Id at 85. It is difficult to see how BLM can possibly analyze, let alone take NEPA’s requisite hard look at, environmental justice impacts without properly analyzing health and safety impacts, particularly cumulative and disproportionate risks and impacts.</p>	Environmental Justice	<p>The BLM discusses potential impacts to environmental justice communities in Sections 3.7 and 4.6 in the EA. The EJ screening and analysis informing these sections of the EA complies with the requirements set forth in CEQ guidance, Executive Order 12898, and BLM policy (as contained in BLM’s Land Use Planning Handbook and BLM’s IM 2022-059), and assists in determining whether proposed actions would have disproportionately high and adverse environmental impacts to minority, low-income, and American Indian populations of concern. The associated EA analysis contains sufficient information to meet the BLM’s public disclosure and informed decision-making requirements as well as providing sufficient evidence to reach a Finding of No Significant Impact (FONSI) for the proposed action in question. If a sold lease is consequentially developed, NEPA will be triggered and a project-specific EJ screening and analysis will be performed using project details like associated proximity to EJ populations or residences that are not definitively known at this time.</p> <p>The BLM is committed to fair treatment and meaningful involvement with all the people on the lands when making decisions on preservation, protection and</p>

				<p>sustainable development of the natural resources on the public lands managed by BLM. The BLM received no comments during the public comment period from individuals or Tribal affiliates expressing EJ related concerns with the parcels to be offered; however, this process is ongoing. Specific letters were sent to local tribes by the offices having administrative jurisdiction for their lease sales to ensure they were aware of the parcels proposed to be offered, and to request any feedback they may have. The EA has disclosed which potential environmental justice populations are within the area of effect and disclosed the potential impacts to those populations from reasonably foreseeable future development of the parcels should they be sold and leases issued in Sections 3.7 and 4.6.</p>
127	WELC	<p>Air pollution is of particular concern with respect to health impacts of these lease sales, including not only direct impacts, but also cumulative risks and impacts and historical patterns of multiple and cumulative exposures. The potential harms resulting from exposure to dangerous air pollutants associated with fracking and drilling are serious and wide-ranging. A growing body of scientific research has documented adverse health impacts from air pollution related to unconventional oil and gas development or fracking, including studies showing air pollutants at levels associated with reproductive and developmental harms and increased risk of morbidity and mortality. Despite these known risks and impacts, BLM fails entirely to discuss the health risks and impacts of air pollution from this lease sale or from oil and gas leasing and development overall. BLM's discussion of air quality impacts—with respect to health or otherwise—in the Draft EA falls woefully short of NEPA's requisite hard look. See Draft EA at 25-33; 45; 49. The agency fails even to quantify any projected non-GHG air pollutant emissions from</p>	non-GHG air pollutants	<p>Thank you for your comment. The EA has been updated. Please see EA section 4.6.2.1 Socioeconomics.</p>

		<p>these lease sales—let alone analyze their impacts, or analyze cumulative emissions and impacts. BLM’s discussion of air resources with respect to non-GHG air pollutant emissions in the Draft EA is little more than a catalogue of air quality related regulatory requirements and standards, with no context as to how any of them relate to these lease sales or the federal fossil fuel program. BLM’s incorporation of the “2022 Air Resources Monitoring Report” does not cure this abject failure. Draft EA at 25. That report contains no analysis of air pollutant emissions and effects from oil and gas leasing generally, or from this specific lease sale. BLM offers no explanation for this glaring, arbitrary and capricious omission.</p>		
128	WELC	<p>A rigorous study by Johns Hopkins University, which examined 35,000 medical records of people with asthma in Pennsylvania, found that people who live near a higher number of, or larger, active gas wells were 1.5 to 4 times more likely to suffer from asthma attacks than those living farther away, with the closest groups having the highest risk. Relatedly, a 2018 study of pediatric asthma-related hospitalizations found that children and adolescents exposed to newly spudded unconventional natural gas development wells within their zip code had 1.25 times the odds of experiencing an asthma-related hospitalization compared to children who did not live in these communities. Furthermore, children and adolescents living in a zip code with any current or previous drilling activity had 1.19 times the odds of experiencing an asthma-related hospitalization compared to children who did not live in these communities.</p> <p>BLM should analyze these asthma-related effects in relation to existing asthma rates and related impacts in the communities adjacent to and counties encompassing the proposed lease</p>	Asthma related impacts	The 2021 BLM Specialists Report on GHG Emissions and Climate Trends, which was incorporated by reference in the lease sale EA, discusses health impacts related to climate change in Section 9.5. Furthermore, refined analysis of the health effects, such as asthma, may occur with project-level NEPA compliance if ozone and particulate matter concentrations are identified as an environmental concern.

		sales. BLM's previously-mentioned IM 2022-059 on implementing environmental justice, and the accompanying FAQ, outline ways of collecting such data. And air pollution-related asthma, in particular, can exert profound and widespread cumulative health effects throughout a person's life course, especially when combined with social determinants of health.		
129	WELC	<p>Radioactive wastes from oil and gas production can be found in produced water, flowback water from hydraulic fracturing, drilling waste including cuttings and mud, and/or sludge. This material can concentrate in pipes, storage tanks and facilities, and on other extraction equipment, and may be left on site or be emitted into the environment. Some of these materials, such as Radium, can penetrate the skin and raise the risk of cancer. The NEPA analysis conducted here must consider the potential health impacts of radioactive materials, as well as all other potential health effects discussed herein. Processes used to produce oil and gas often generate radioactive waste containing concentrations of naturally occurring radioactive materials (NORM) and Technologically Enhanced Naturally Occurring Radioactive Materials (TENORMS). The geological formations to be drilled will result in radioactive waste, containing both NORMS and TENORMs. The radioactive materials will show up in formation drilling, production wastes, and operations. Every single shale well that uses an on-site pit for disposal of drill cuttings and/or fluids likely will leave behind some amount of concentrated radioactive materials. BLM must also evaluate radiation exposure risks as part of its obligation to take a hard look at public health and safety. Further, BLM should conduct a baseline groundwater analysis in the lease sale areas</p>	Radioactive waste	<p>Thank you for the comment. When a specific parcel is sold, the BLM does not know certain specific details of development. These include: drill rig type (e.g. a Tier II or Tier IV rig) how a proposed well may be developed (e.g. will the well be hydraulically fractured or not, vertical, directional, or horizontal wellbores), the mineral resources a well might target (oil vs. gas), where water for drilling activities may be obtained (e.g. town water supplies, water well, recycled water from previous drilling activities), or even if freshwater zones will be encountered when drilling. Upon receipt of a development proposal, BLM will prepare additional analysis to ensure that all usable water zones are protected through proper cementing and casing, as required by regulation and Onshore Order No. 2. The use of a White Paper, like BLM WY has prepared and incorporated by reference into the lease sale EA, was recently affirmed in: Ctr. for Biological Diversity v. United States BLM, No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place." In addition, at the lease sale stage, the BLM does not know what chemicals, if any, would be used, the chemical compound, if radioactive materials were contained, etc., if hydraulic fracturing were to occur. BLM also does not know which naturally occurring elements, radioactive or</p>

		before any more leasing and development occurs, to ensure that no environmental contamination occurs from disposal of radioactive sludge/scale.		not, may be encountered if and when a well were to be completed, or if an on-site pit will be used on a specific lease.
130	WELC	<p>BLM must also take a hard look at environmental justice—not just in relation to health, but also in its own right. BLM acknowledges in the Draft EA that “low-income, minority, and indigenous populations exist within the study area and may be disproportionately affected by project actions” and that “some block group populations identify as more than one environmental justice community and warrant special attention, outreach, and meaningful involvement.” Draft EA at 85. Yet BLM still proceeds to dismiss environmental justice impacts as insignificant, as indicated by the draft unsigned FONSI, and still attempts to defer analysis of environmental justice impacts to the drilling and development stage. Draft EA at 85-86. It is arbitrary and capricious, a failure to “articulate a rational connection between the facts found and the choices made,” Motor Vehicle Mfr. Ass’n, 463 U.S. at 43, for BLM to acknowledge that there are “environmental justice” communities in the lease sale area who could experience adverse and disproportionate risks or impacts, without actually analyzing the risks and impacts of its decisions on these populations— let alone taking these risks, impacts, and concerns into account in its decision-making.</p> <p>BLM must also adhere to the “process” requirements of environmental justice—fair treatment and meaningful involvement. If BLM ignores or excludes the very people and communities who are most affected by its leasing decisions, BLM is not only denying them fair treatment and meaningful involvement in decision-making—and, in the case of</p>	Environmental Justice	<p>The BLM discusses potential impacts to environmental justice communities in Sections 3.7 and 4.6 in the EA. The EJ screening and analysis informing these sections of the EA complies with the requirements set forth in CEQ guidance, Executive Order 12898, and BLM policy (as contained in BLM's Land Use Planning Handbook and BLM's IM 2022-059), and assists in determining whether proposed actions would have disproportionately high and adverse environmental impacts to minority, low-income, and American Indian populations of concern. The associated EA analysis contains sufficient information to meet the BLM's public disclosure and informed decision-making requirements as well as providing sufficient evidence to reach a Finding of No Significant Impact (FONSI) for the proposed action in question. If a sold lease is consequentially developed, NEPA will be triggered and a project-specific EJ screening and analysis will be performed using project details like associated proximity to EJ populations, Treaty Rights, culturally valuable landscapes, sites and features, or residences that are not definitively known at this time.</p> <p>The BLM is committed to fair treatment and meaningful involvement with all the people on the lands when making decisions on preservation, protection and sustainable development of the natural resources on the public lands managed by BLM. The BLM received no comments during the public comment period from individuals or Tribal affiliates expressing EJ related concerns with the parcels to be offered; however, this process is, and will continue to be, ongoing. Specific letters were sent to local tribes by the offices having administrative jurisdiction for their lease sales to ensure they were aware of the parcels proposed to be offered, and to request any feedback they may have. The EA</p>

		indigenous peoples and Tribes, abrogating the right to self-determination and free prior and informed consent—but also depriving itself, and the general public, of invaluable knowledge and expertise that would enable better-informed and more transparent decision-making.		has disclosed which potential environmental justice populations are within the area of effect and disclosed the potential impacts to those populations from reasonably foreseeable future development of the parcels should they be sold and leases issued in Sections 3.7 and 4.6. This has been done in addition to discussing the prevalence of cultural values throughout the areas of consideration.
131	WELC	<p>The Draft EA violates NEPA by failing to analyze the reasonably foreseeable impacts to groundwater from drilling on the proposed lease sale. The Draft EA contains generic boilerplate about potential water impacts from oil and gas development and identifies the watersheds that will potentially be affected, Draft EA at 53-55, but it tells the agency and the public little at all about the development of these leases.</p> <p>As federal courts have explained, the issuance of a non-NSO represents an irreversible commitment of resources because it gives the leaseholder the right to engage in grounddisturbing activity. Accordingly, detailed environmental analysis and ESA consultation must occur at the leasing stage.</p> <p>Oil and gas drilling involves boring wells to depths thousands of feet below the surface, often through or just above groundwater aquifers. Without proper well construction and vertical separation between aquifers and fractured formations, oil and gas development can contaminate underground sources of water. However, federal rules and regulations do not provide specific direction for BLM and operators to protect all usable water. Even rules that purport to do so, like Onshore Order No. 2’s requirement to “protect and/or isolate all usable water zones,” are inconsistently applied and often disregarded in practice. State regulations are similarly inadequate to ensure protection of groundwater.</p>	Groundwater	<p>When a specific parcel is sold, the BLM does not know certain specific details of development. These include: drill rig type (e.g. a Tier II or Tier IV rig) how a proposed well may be developed (e.g. will the well be hydraulically fractured or not, vertical, directional, or horizontal wellbores), the mineral resources a well might target (oil vs. gas), where water for drilling activities may be obtained (e.g. town water supplies, water well, recycled water from previous drilling activities), or even if freshwater zones will be encountered when drilling. Upon receipt of a development proposal, BLM will prepare additional analysis to ensure that all usable water zones are protected through proper cementing and casing, as required by regulation and Onshore Order No. 2. The use of a White Paper, like BLM WY has prepared and incorporated by reference into the lease sale EA, was recently affirmed in: <i>Ctr. for Biological Diversity v. United States BLM</i>, No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place." Within the White Paper that was incorporated by reference into the EA, there is an assessment of reasonably foreseeable water demands and an assessment of water availability. This information suggests that there is an adequate supply of water available to support the lease-sale specific RFD</p>

		<p>Moreover, industry has admitted that it often does not protect usable water in practice. Western Energy Alliance and the Independent Petroleum Association of America have told BLM that the “existing practice for locating and protecting usable water” does not measure the numerical quality of water underlying drilling locations, and therefore does not consider whether potentially usable water would be protected during drilling. For example, reports studying samples of existing oil and gas well records in Wyoming and Montana confirm industry admissions that well casing and cementing practices do not always protect underground sources of drinking water. Similarly, a study of hydraulic fracturing in Pavillion, Wyoming, confirmed that oil and gas drilling had contaminated underground sources of drinking water in that area due to lack of vertical separation between the aquifer and target formation.</p>		<p>analyzed in the EA without causing site specific impacts.</p>
132	WELC	<p>BLM should defer all parcels that contain acreage designated as a Priority Habitat Management Area (PHMA) or General Habitat Management Area (GHMA) under the 2015 Greater Sage-Grouse Resource Management Plan Amendments (the 2015 Plans). Deferral is required for at least two reasons. First, the 2015 Resource Management Plan Amendments (the 2015 Plans) require BLM to prioritize new oil and gas leasing outside of PHMA and GHMA, in order to protect that habitat from future disturbance. Complying with the prioritization requirement of the 2015 Plans must be a central consideration for any lease parcels in PHMA and/or GHMA, and BLM should defer all parcels containing PHMA and/or GHMA at least until new national guidance is issued. The Montana Wildlife Federation ruling demonstrates the need for a well-reasoned</p>	Sage-Grouse	<p>All parcels containing Greater Sage-grouse habitat management areas are fully analyzed in the EA (see EA section 4.3 for a full discussion of Greater Sage-grouse prioritization.) The BLM does not have a policy which directs deferral of all parcels in priority habitat management areas.</p>

		<p>national directive that fully complies with the purpose and language of the 2015 Plans' prioritization objective.</p> <p>Following the Montana Wildlife Federation decision, BLM Wyoming has taken the approach of prioritizing leasing only outside of PHMA, but not GHMA. This approach does not comply with the 2015 Plans.</p> <p>Moreover, all parcels in sage-grouse habitat should be deferred in light of BLM's ongoing consideration of revisions to the 2015 Plans.</p>		
133	WELC	<p>BLM has failed to fully evaluate the reasonably foreseeable impacts to big game from development on the proposed leases. This extends beyond a description of: (a) the regulatory and management frameworks applicable to big game species, along with the scientific literature, (b) existing conditions, and which lease parcels are in different categories of habitat (such as crucial winter habitat and migration corridors), (c) the lease stipulations that would apply, and (d) how BLM selected which parcels in big game habitat to offer or defer. Such information provides a basis for analyzing the likely impacts to big game from development on the proposed leases—but it would not substitute for that analysis. Failure to analyze the likely impacts to big game populations from the leases it proposes to offer and boilerplate statements about categories of impacts would and do not satisfy NEPA.</p> <p>For example, BLM fails to provide any site-specific analysis supporting its cursory statement that “[O]ffering parcels in Mule Deer, Pronghorn or Elk CWR is not expected to result in new impacts beyond those identified in the base RMPs cited above.” EA at 68. To the contrary, BLM describes the many ways in which development of those parcels can, does, and thus likely will impact that habitat.</p>	Big Game	<p>The WGFD, who has regulatory authority over populations of big game, has not requested that BLM change management direction for these wildlife species, or requested that BLM not offer the subject lands. BLM has recognized that the TLS is in support of the big game populations when they may be in their most vulnerable state during harsh winter conditions. As BLM has responded prior, at the site-specific stage, BLM can identify other mitigation and with sufficient justification, control the maintenance and production actions of any future wells occurring in CWR. Until a discrete proposal is submitted, and BLM can assess the conditions that exist at that time, more precise analysis would be speculative. As well, mitigation has to be tailored to the project at hand which cannot be done without a proposal for occupancy.</p>

		BLM must, but has failed to, analyze the site-specific, direct, indirect, and cumulative impacts of leasing the parcels on the biology, ecology, reproduction, migration, connectivity, and viability of individual herds and entire populations of pronghorn, mule deer, and other big game species. This must be done for the proposed parcels in connection with parcels sold in other, past federal and non-federal oil and gas lease sales and developments. Our scoping comments raise site-specific impacts on pronghorn migration, crucial winter range, and population viability, which the EA must consider and analyze.		
134	WELC	BLM also failed to take a hard look at impacts to other resources. For example, BLM failed to adequately analyze foreseeable impacts to cultural and heritage resources, wilderness study areas and lands with wilderness characteristics, and special status species.	Cultural/ WSAs, LWCs/ SSS	The RMP indicates which lands are open to oil and gas development, and which stipulations apply. Each field office reviewed the potential parcels within the field office boundaries and applied stipulations as appropriate. The proposed lease sale is in conformance with each field office RMP and impacts to specific cultural, Wilderness Study Areas, and Special Status Species are discussed within the respective RMP.
135	WELC	BLM improperly limited the context and scope of the potentially affected environment in which the proposed leasing actions, and their cumulative impacts, will occur. Significance assessments under NEPA require consideration of "context," meaning the significance of the proposed action must be analyzed in several contexts such as society as a whole (human, national), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. Despite these requirements for considering the context of the proposed lease sale and despite the global nature and impacts of cumulative GHG emissions and climate change, BLM's FONSI limits the consideration of context to the localities wherein the oil and gas development would take place, if authorized, and finds that	Limited scope of cumulative impacts	The Lease Sale EA's incorporated the 2021 BLM Specialists Report on federal fossil fuel greenhouse gas emissions and climate trends which discusses the United Nations emissions gap (which is analogous to the production gap described by the commentator) and the IPCC carbon budgets in the context of current policy and executive orders outlining the Administration's response to the climate crisis and its commitment to achieve net zero GHG emissions by 2050 (see chapter 7.2). The specialists report provides a cumulative assessment of the onshore federal fossil fuel emission implications relative to the gap and budget targets, which is inclusive of the estimated projected emissions associated with all the proposed lease sale EAs. This broader assessment of existing and projected emissions provides better information for decision-makers to draw upon beyond the consumption context any individual or combined lease sale could provide, especially as GHGs

		<p>the impacts of oil and gas development would not have international, nation, regional, or state-wide importance. We request BLM consider a wide array of contexts, including society as whole, global, national, and regional contexts, that reflect the cumulative and global nature of climate change impacts.</p>		<p>and climate change are factually cumulative issues. At present, the specialist report shows that the cumulative projections of onshore production will be near “0” by 2050, which is in-line with effective executive orders.</p>
136	WELC	<p>BLM’s FONSI does not adequately evaluate and discuss the impacts of GHG emissions and climate change on public health and safety, and we request BLM clearly address these impacts in an EIS. For example, with regard to public health and safety impacts the Draft EA contains just a one-sentence acknowledgment that the most severe harms from climate change fall disproportionately upon “underserved communities,” EA at 85, but does not discuss these risks and harms in further detail or connect them to this lease sale or the federal fossil fuel program, even though the 2021 BLM Specialist Report describes both the existing health threats caused by climate change and the predicted intensification and new emerging health threats caused by continued GHG emissions.</p>	Public Health	<p>BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change and air quality impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale. Cumulative health impacts, in addition to direct and indirect impacts, from the Federal oil and gas program are addressed in the EA in Sections 4.6 and 3.7, respectively. These sections refer to the Air Quality section and corresponding 2021 BLM Specialist Report, as well. Estimates of social cost relative to GHG emissions are also reported; social cost estimates provided by the IWG incorporate multiple complex damage functions that account for public health impacts resulting from GHG emissions. Because individual</p>

				lease sales in multiple states are not connected actions, the BLM is not required to treat them as such and prepared an EA respectively.
137	WELC	<p>BLM’s consideration of uncertainty in the Draft EA is inadequate. The Draft EA mentions uncertainty—for example in the context of emissions, Draft EA at 33—but fails to fully analyze the uncertainty. The 2021 BLM Specialist Report also identifies countless areas of uncertainty regarding the analysis of GHGs and climate change.</p> <p>Well-documented scientific research and BLM’s own analysis demonstrate that the potential effects of climate change are highly uncertain and involve unique and unknown risks. BLM must properly address this NEPA intensity factor in light of these impacts, and we request BLM do so for all of the 2023 lease sales in a single EIS.</p>	Uncertainty	<p>The BLM provided a wide range of potential impact contexts in the 2021 Specialists Report, which was incorporated by reference into each EA. The Specialists Report presents the life-cycle representation of the federal onshore mineral estate GHG emissions relative to various local, state, national and global emissions and impact contexts. The BLM analyzes the impacts associated with the alternatives using the best available information.</p> <p>At this time, BLM has not developed a standard or emissions budget that it can apply uniformly to make a determination of significance based on climate change, GHG emissions, or the SC-GHG. Until such time as the Department develops further tools to analyze the relative emissions impact of its activities nationwide, the BLM can disclose GHG emissions and climate impacts, and provide context and analysis for those emissions and impacts; the agency cannot determine significance for a proposed action based on GHG emissions or climate impacts alone.</p>
138	WELC	<p>BLM’s omission of the intensity factor of controversy in the Draft EA is improper. As the global body of scientific research and understanding of climate change reflects, there is controversy concerning critical aspects of the nature and effect of GHG emissions and their impact on climate change. This controversy is exemplified by the BLM’s conclusions that the emissions from the proposed lease sales and the cumulative emissions from the federal fossil fuel program are not significant as compared to a robust scientific literature, indicating current and foreseeable fossil fuel development is not aligned with the GHG reductions necessary to prevent warming exceeding 1.5°C. We request BLM address the NEPA intensity factor for</p>	Intensity Factor	<p>NEPA allows agencies to prepare an EA “on any action at any time in order to assist agency planning and decision-making” (43 CFR § 1501.3; see also 43 CFR § 1508.9 [defining “environmental assessment”]). An agency need not prepare an EIS if it determines the action will not have significant effect on the human environment or where such effects may be mitigated by adoption of appropriate measures. The level of environmental analysis conducted by the BLM for the June 2023 Lease Sale is consistent with the purpose and requirements of NEPA.</p>

		controversy and do so for all of the 2023 lease sales in a single EIS.		
139	WELC	BLM fails to evaluate the estimated GHG emissions from the proposed lease sale in the associated FONSI. The omission of this NEPA intensity factor is astounding given the seriousness and cumulative nature of climate change. Considering both the impacts of climate change that are already occurring as a result of historic anthropogenic emissions of GHGs and forecast impacts of continued GHG emissions, it is clear that significant cumulative effects are expected from the proposed oil and gas lease sale. We request BLM fully inform the public and the decision makers by providing a complete and comprehensive justification for how the agency reached its significance determination on this NEPA intensity factor.	GHG emissions	Please refer to "2021 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends" for climate related impacts from BLM-authorized actions (i.e. lease sales, etc.). The BLM analyzes potential impacts, including cumulative impacts, from climate change and GHG in detail in the EAs (see EA Chapter 4.1). The EAs incorporate by reference information from the recently published 2022 BLM Air Resources Technical Report for Oil and Gas Development. The emissions used in this analysis are estimated using the 2022 BLM Lease Sale Emissions Tool and evaluated with the EPA GHG equivalency calculator. The BLM also includes a monetized social cost of carbon analysis for the estimated emissions associated with future potential development.
140	WELC	BLM also fails to adequately indicate how the lease action will violate federal or state law and policy, but there are several federal and state government laws and policies that set GHG emission reduction targets or commitments, which authorization of the proposed leases will likely threaten. On the federal side, President Biden announced a goal to achieve net-zero emissions by 2050, as well as a target to reduce GHG emissions by 50-52% by 2030, compared to 2005 levels. In addition, the United States is a signatory to the 2015 Paris Agreement, committing to a goal of limiting global temperature increase well below 2 C, pursuing efforts to limit the increase to 1.5 C, and committing to reaching global peaking of GHGs as soon as possible. BLM's Draft EA and FONSI for this proposed lease sale must discuss and evaluate how the proposed lease sale and its estimated GHG emissions may threaten violation of these federal and state laws and policies.	Violation of federal or state law	The Lease Sale EA's incorporated the 2021 BLM Specialists Report on federal fossil fuel greenhouse gas emissions and climate trends which discusses the United Nations emissions gap (which is analogous to the production gap described by the commentator) and the IPCC carbon budgets in the context of current policy and executive orders outlining the Administration's response to the climate crisis and its commitment to achieve net zero GHG emissions by 2050 (see chapter 7.2). The specialists report provides a cumulative assessment of the onshore federal fossil fuel emission implications relative to the gap and budget targets, which is inclusive of the estimated projected emissions associated with all the proposed lease sale EAs. This broader assessment of existing and projected emissions provides better information for decision-makers to draw upon beyond the consumption context any individual or combined lease sale could provide, especially as GHGs and climate change are factually cumulative issues. At present, the specialist report shows that the cumulative projections of onshore production will be near "0" by 2050, which is in-line with effective executive orders.

141	WELC	<p>The Energy Policy and Conservation Act (“EPCA”) requires the Department of the Interior (“DOI”) to conduct an inventory that includes United States Geological Survey (“USGS”) estimates of oil and gas resources underlying onshore federal lands, as well as “the extent and nature of any restrictions or impediments to the development of the resources.” 42 U.S.C. § 6217(a). However, USGS assessments do not provide updates regarding “the extent and nature of any restrictions or impediments to the development of [oil and gas] resources,” despite the clear statutory mandate to do so. 42 U.S.C. § 6217(a). Such assessments therefore overstate the availability of oil and gas resources on federal lands and fail to acknowledge the significant limitations on development of these resources. BLM must not rely directly on these statutorily defective USGS assessments for its NEPA analysis of the proposed lease sales. More broadly, BLM decisions and public input on which lands to offer for lease have been based on USGS assessments of where oil and gas resources exist. Because these assessments fail to properly account for restrictions and impediments to the development of these resources, BLM may not rely on them when deciding which lands to open for lease. For the reasons set forth above, all 115 parcels in the Wyoming Q3 ‘23 lease sale, listed in Appendix A, in addition to all parcels proposed to date for lease in 2023, require a NEPA analysis that adequately addresses the flaws in the underlying USGS assessments.</p>	USGS O&G assessments	BLM utilized the best available information from a variety of resources including but not limited to the Field Office RMPs, Interdisciplinary teams, and coordination with the Wyoming Reservoir Management Group to determine development potential. EA section 2.3 for more information.
142	WELC	<p>Under FLPMA’s “multiple use and sustained yield” management directive, id. § 1701(a)(7), the federal government must manage public lands and resources in a manner that “takes into account the long-term needs of future</p>	Multiple Use	<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 U.S.C. 1732(a) “ ‘Multiple use management’ is a deceptively simple term that describes the enormously complicated task of</p>

	<p>generations for renewable and nonrenewable resources, including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and natural scenic, scientific and historical values; and harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land[.]” Id. § 1702(3). BLM's obligation to manage for multiple use does not mean that development must be allowed. These directives are not simply aspirational, but grounded in the substantive requirements of FLPMA. “In managing the public lands,” the agency “shall, by regulation or otherwise, take any action necessary to prevent unnecessary or undue degradation of the lands.” 43 U.S.C. § 1732(b). This protective mandate applies to BLM planning and management decisions, and should be considered in light of its overarching mandate that the agency employ “principles of multiple use and sustained yield.” 43 U.S.C. § 1732(a).</p> <p>Here, the actions that BLM must determine meet the substantive requirements of FLPMA as outlined above include: (1) the programmatic resumption of oil and gas leasing on federal lands; and (2) the decision of whether or not to offer to sell and issue oil and gas leases on each of the specific parcels identified. Critically, however, BLM’s consideration of these substantive requirements must not be viewed in the abstract, but within the specific “context” of the agency’s analysis and the scientific information available to it. 40 C.F.R. §§ 1502.24.</p> <p>As discussed above, BLM has endeavored to satisfy the requirement to consider the cumulative climate impacts of its leasing decisions by preparing the 2020 and 2021 Specialist Reports. Setting aside the deficiencies</p>	<p>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 U.S. 55, 58 (2004) (quoting 43 U.S.C. 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 U.S.C. 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, 744 F. Supp.2d 151 (D.D.C. 2010)). All parcels brought forward in this sale are in conformance with the existing land use plans as required by 43 CFR 1610.5. BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale.</p>
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		<p>of the Specialist Report, discussed above, the underlying conclusions are chilling. The 2021 Specialist Report also details past and present climate impacts, at Section 8.3, projected future climate impacts under varying mitigation pathways, at Sections 7.2 and 9.2, as well as state specific climate projections, at Sections 8.4 and 9.4.</p> <p>In the instant case, the BLM’s failure to specifically account for unnecessary and undue degradation in its decision to continue the leasing and development of oil and gas—which is distinct from its compliance under NEPA—is actionable on procedural grounds and must occur before the leasing decision is approved. BLM must therefore take sufficient measures to prevent degradation unnecessary to, or undue in proportion to, its oil and gas leasing decisions. BLM cannot defer the fulfillment of this substantive duty to the APD stage. Draft EA at 31. BLM’s failure to define, analyze, or take action to prevent the unnecessary or undue degradation of lands in the context of climate impacts from this lease sale and the federal fossil fuel program as a whole is arbitrary and capricious agency action, an abuse of discretion, and action without observance of procedures required by law, pursuant to the APA. 5 U.S.C. § 706(2).</p>		<p>Cumulative impacts from the Federal oil and gas program are addressed in the EA in and are inclusive of emissions from the proposed lease sale. Because individual lease sales in multiple states are not connected actions, the BLM is not required to treat them as such and prepared an EA.</p>
143	WELC	<p>As discussed above, methane represents an opportunity for BLM to meaningfully reduce GHG emissions associated with the federal oil and gas program. BLM is not only required to analyze alternatives that address this highly potent short-term GHG, it also has substantive mandates under FLPMA to prevent, reduce, or mitigate methane emissions, independent of the agency’s MLA duty to prevent waste. These statutory directives enable Interior to take action before lease rights are conferred, whether</p>	Methane	<p>The lease sale does not authorize development to take place and is not the appropriate level of NEPA to identify mitigation measures before an operator even proposes to drill or submits an APD. When actual development is proposed at a specific location, the BLM may require COAs at that time (List or include any COAs, Lease Stips, or Air Resource Management Plans that the BLM-WY currently has in place). Furthermore, the BLM does not have the regulatory authority to require mitigation for GHG emissions or climate change impacts because no authorizing legislation, legacy act or</p>

		<p>at the planning or leasing stages, that will eliminate methane emissions and otherwise protect public lands. That includes the authority and responsibility to (1) reduce acres available for leasing to address the contribution of methane emissions to the climate crisis and the impacts of the crisis to public lands, (2) attach methane and other harmful emission reduction stipulations to an oil and gas lease to protect air and atmospheric resources and to mitigate climate impacts to public lands, and (3) condition lease development at the permitting stage. See 43 C.F.R. § 3101.1-2. In the absence of existing methane waste and air quality regulations, and even following the conclusion of current EPA and BLM rulemaking efforts with regard to methane, BLM has a duty to leverage its considerable authority under FLPMA to the fullest extent permitted by law, including by identifying stipulations and conditions of approval for all of the proposed 2023 lease sales, to minimize, reduce, and mitigate methane impacts to the greatest extent possible.</p>		<p>regulation defines significance levels or gives the BLM regulatory authority to require mitigation. Both EPA and State regulatory agencies regulate emissions such as methane via existing and proposed regulatory measures. The BLM has proposed a revised Waste Prevention Rule that, if it is finalized and upheld in court, will allow the BLM to require additional waste prevention measures to address methane emissions.</p>
144	WELC	<p>BLM should defer all leases in General Habitat Management Area (GHMA) or Priority Habitat Management Area (PHMA) while it revisits the 2015 RMP amendments. At a minimum, however, it must comply with the prioritization requirement of the 2015 RMP amendments. Those plans require the agency to prioritize new oil and gas leasing outside of PHMA and GHMA in order to protect that habitat from future disturbance. In May 2020, BLM's national policy addressing prioritization, Instruction Memorandum 2018-026, was struck down by a court. BLM has not adopted new national guidance on the prioritization requirement, and has represented to the Montana court that the agency's previous prioritization</p>	Sage-Grouse	<p>All parcels containing Greater Sage-grouse habitat management areas are fully analyzed in the EA (see EA section 4.3 for a full discussion of Greater Sage-grouse prioritization.) The BLM does not have a policy which directs deferral of all parcels in priority habitat management areas.</p>

		<p>guidance (adopted in 2016) also is not in effect. As a result, there is currently no national guidance providing direction on how prioritization is to be applied. Complying with the prioritization requirement of the 2015 Plans must be a central consideration for any lease parcels in PHMA and/or GHMA.</p> <p>BLM must comply with the prioritization requirement because it is prioritizing leasing only outside of PHMA, but not GHMA. The Supreme Court has explained that the statutory directive that BLM manage “in accordance with” land use plans, and the regulatory requirement that authorizations and actions “conform to” those plans, prevent BLM from taking actions inconsistent with the provisions of a land use plan. <i>Norton v. Southern Utah Wilderness Alliance</i>, 542 U.S. 55, 68 (2004). The 2015 Wyoming RMP amendment 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.” Wyoming Plan Management Objective No. 14, at 24. the prioritization requirement applies to both GHMA and PHMA. BLM is required by FLPMA to apply prioritization to GHMA to the proposed lease sale. BLM has failed to direct new leasing away from both PHMA and GHMA in its prioritization analysis.</p>		
145	WELC	<p>While BLM provides an analysis of the potential greenhouse gas emissions associated with this lease sale—and calculates the social cost of greenhouse gases resulting from the lease sale, which are estimated to run into the billions of dollars, Draft EA at 49—the Draft EA arbitrarily ignores an important aspect of the problem: what justification does BLM have for proceeding with the lease sale, given the</p>	SC-GHG	<p>The socioeconomic analysis discusses potential socioeconomic impacts, both positive and negative, in Sections 3.7 and 4.6 of the EA. While SC-GHG numbers were monetized, they do not constitute a complete cost benefit analysis, nor do the SC-GHG numbers present a direct comparison with other impacts analyzed in this document; rather, SC-GHG is an estimate of impacts to the human environment based on best currently available science that BLM is obligated to</p>

		<p>enormous social and environmental costs of that sale? The Draft EA’s Analysis of the costs of the lease sale is minimal and inadequate.</p> <p>Offering hundreds of leases that will impose billions of dollars in social and environmental harms without offering any justification for such a decision would be arbitrary and capricious and inconsistent with FLPMA. Here, it would be arbitrary and capricious to quantify the costs of selling so many leases, but disregard the other side of the cost-benefit scale.</p>		<p>consider pursuant to NEPA and CEQ guidance, regardless of whether or not BLM conducts a complete or partial cost-benefit analysis of the proposed lease sale. The BLM exercised its discretion to evaluate the social costs of the GHG emissions issue being analyzed in this EA. These context comparisons are consistent with the White House Council on Environmental Quality updated 2016 Guidance on Consideration of Greenhouse Gas Emissions and Climate Change (CEQ GHG Guidance) posted on the federal register on January 9, 2023 for a 60-day comment period. Section VI(F) Monetizing Costs and Benefits and IV. (B) Disclosing and Providing Context for a Proposed Action’s GHG Emissions and Climate Effects in the 2023 CEQ GHG Guidance states that NEPA does not require a cost-benefit analysis in which all monetized benefits and costs are directly compared. Further, SC-GHG is not comparable to or indicative of other estimated monetary costs or revenues associated with lease sales; it does not represent or attempt to quantify the total net value (including all potential costs and benefits) of selling leases in a given quarter for a given year, and therefore can not be compared as such.</p>
146	WELC	<p>For every discretionary action, Section 7(a)(2) of the Endangered Species Act (“ESA”) requires each federal agency, in consultation with the nation’s wildlife agencies, to “insure that any action authorized, funded, or carried out by such agency ... is not likely to jeopardize the continued existence of any endangered species or threatened species or result in the destruction or adverse modification of habitat of such species” using the best scientific data available. 16 U.S.C. § 1536(a)(2). Because resuming federal oil and gas leasing will have an appreciable, cumulative impact on climatethreatened species, BLM must include these species as part of its consultation with both the National Marine Fisheries Service and the U.S. Fish and Wildlife Service.</p>	ESA/NMF consultation	<p>The proposed lease sale is in accordance with the Mineral Leasing Act of 1920 (MLA), as amended, Federal Onshore Oil & Gas Leasing Reform Act of 1987 (FOOGLRA), the Code of Federal Regulations (CFRs) and the Federal Land Policy and Management Act of 1976 (FLPMA). Additionally, BLM has coordinated with the Wyoming Game and Fish Department (WGFD) at the RMP level. The RMP indicates which lands are open to oil and gas development, and which stipulations apply. The proposed lease sale is in conformance with each field office RMP. The WGFD, who has regulatory authority over populations of big game, has not requested that BLM change management direction for these wildlife species, or requested that BLM not offer the subject lands. Until a discrete proposal is submitted, and BLM can assess the conditions that exist at that time, more</p>

		For this proposed action, it is clear that the anticipated greenhouse gas pollution from federal oil and gas leasing will harm listed species far beyond the immediate area of the proposed activity in a manner that is attributable to the agency action.		precise analysis would be speculative. As well, mitigation has to be tailored to the project at hand which cannot be done without a proposal for occupancy.
147	Theodore Roosevelt Conservation Partnership (TRCP)	We encourage the BLM to address in the Environmental Assessment (EA) ambiguities present in the plain language of the IRA with respect to fluid mineral leasing, and to also incorporate into the analysis the additional reforms – particularly screening lands with low potential for economic oil and gas recovery - outlined in the Department of Interior’s (DOI) November 2021 Leasing Report. We encourage the Wyoming BLM State Office and participating Field Offices to incorporate a transparent methodology to carefully scrutinize each parcel included in this sale, evaluate in the EA the real likelihood for oil and gas development based on documented potential for economically viable mineral resources in the lease area, and weigh the development of each eligible parcel against other competing multiple use mandates and implementation of other Administration priorities such as Secretarial Order 3362 – Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors, President Biden’s Executive Order on Tackling the Climate Crises at Home and Abroad, and BLM’s Record of Decision and Approved Resource Management Plan Amendments (ARMPA) for the Rocky Mountain Region, Including Greater Sage-Grouse Sub-Region of Wyoming, September 2015.	IM-2023-007	BLM utilized the best available information from the Field Office RMPs, Interdisciplinary teams, and coordination with the Wyoming Game and Fish Department to evaluate all expressions of interest. When a specific parcel is sold, the BLM does not know certain specific details of development. These include: drill rig type (e.g. a Tier II or Tier IV rig) how a proposed well may be developed (e.g. will the well be hydraulically fractured or not, vertical, directional, or horizontal wellbores), the mineral resources a well might target (oil vs. gas), where water for drilling activities may be obtained (e.g. town water supplies, water well, recycled water from previous drilling activities), or even if freshwater zones will be encountered when drilling. Upon receipt of a development proposal, BLM will prepare additional analysis to ensure that all usable water zones are protected through proper cementing and casing, as required by regulation and Onshore Order No. 2. The use of a White Paper, like BLM WY has prepared and incorporated by reference into the lease sale EA, was recently affirmed in: Ctr. for Biological Diversity v. United States BLM, No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place."
148	Theodore Roosevelt Conservation	The TRCP thanks the BLM for decreasing the number of proposed parcels in big game crucial winter range from 19 (9511 acres) to 7 (3270) in	General	The WGFD, who has regulatory authority over populations of big game, has not requested that BLM change management direction for these wildlife species,

	Partnership (TRCP)	<p>the modified preferred action. The harsh winter of 2022-2023 has had an unprecedented impact on big game populations in many areas of the state, especially mule deer and pronghorn antelope.</p> <p>With pronghorn and mule deer populations already below objective in many areas of the state and expected to further decline dramatically because of this winter we ask that you defer all leases in critical winter range (parcels in antelope crucial winter range: 1745, 1746, 1747 1748; parcels in elk crucial winter range: 1632, 1751; and parcels in mule deer crucial winter range: 1751, 1752.) Deferring these leases will meet the responsibility outlined in SO3362.</p> <p>Additionally, the BLM is required to manage public lands “in a manner that will provide food and habitat” for all wildlife under 43 U.S.C. § 1701(a)(8).</p>		<p>or requested that BLM not offer the subject lands. BLM has recognized that the TLS is in support of the big game populations when they may be in their most vulnerable state during harsh winter conditions. As BLM has responded prior, at the site-specific stage, BLM can identify other mitigation and with sufficient justification, control the maintenance and production actions of any future wells occurring in CWR. Until a discrete proposal is submitted, and BLM can assess the conditions that exist at that time, more precise analysis would be speculative. As well, mitigation has to be tailored to the project at hand which cannot be done without a proposal for occupancy.</p>
149	Theodore Roosevelt Conservation Partnership (TRCP)	<p>We appreciate the BLM including some migration science in the lease sale EA; however, we ask that the BLM include more current research in future documents since management decisions should be guided by the most current and best available science.</p> <p>Some of the proposed leases in the corridors are also within mule deer crucial winter range. There has yet to be an analysis of projected development and potential impact to mule deer in combination with already existing energy leases and wells in the corridors. We recommend such an analysis occur prior to offering additional leasing in crucial winter range and migration corridors.</p>	Big Game	<p>The WGFD, who has regulatory authority over populations of big game, has not requested that BLM change management direction for these wildlife species, or requested that BLM not offer the subject lands. BLM has recognized that the TLS is in support of the big game populations when they may be in their most vulnerable state during harsh winter conditions. As BLM has responded prior, at the site-specific stage, BLM can identify other mitigation and with sufficient justification, control the maintenance and production actions of any future wells occurring in CWR. Until a discrete proposal is submitted, and BLM can assess the conditions that exist at that time, more precise analysis would be speculative. As well, mitigation has to be tailored to the project at hand which cannot be done without a proposal for occupancy.</p>
150	Theodore Roosevelt Conservation	<p>Recent studies document range-wide sage-grouse populations continuing to decline approximately 3.0% annually from 1965-2019, with a nearly 40% decline since 2002. Wyoming</p>	Sage-Grouse	<p>All parcels containing Greater Sage-grouse habitat management areas are fully analyzed in the EA (see EA section 4.3 for a full discussion of Greater Sage-grouse prioritization.) The BLM does not have a policy which</p>

	Partnership (TRCP)	<p>BLM should avoid contributing to further GSG declines by deferring all leases within Priority Habitat Management Areas and General Habitat Management Areas.</p> <p>Under the Record of Decision and Approved Resource Management Plan Amendments (ARMPA) for the Rocky Mountain Region, Including Greater Sage-Grouse Sub-Region of Wyoming, September 2015, BLM must: prioritize oil and gas leasing and development outside of identified PHMAs and GHMAs. The Wyoming BLM ARMPA echoes this directive and includes the following objective. Although BLM issued amendments to the 2015 Greater Sage-grouse Plans in March 2019, these amendments were enjoined in a 2019 court ruling, which restored the 2015 plan requirements for states, including Wyoming. Consequently, even though the requirement to prioritize oil and gas leasing and development outside sage-grouse habitat was formally removed from the Wyoming ARMPA for General Habitat Management Areas (GHMA) in the 2019 amendment, BLM must comply with all aspects of the 2015 Sage-grouse Plans.</p>		<p>directs deferral of all parcels in priority habitat management areas. The proposed action is in conformance with the 2015 GSG ARMPA and field office RMPs. The ARMPA, and the respective field office RMPs, indicate which lands are available for lease. Stipulations are applied to each lease, as applicable, to help minimize impacts to sage-grouse. If and/or when, a site-specific development plan is received by the BLM, further analysis will occur to locate disturbance in locations which minimize impacts to sage-grouse and their habitat.</p>
151	Theodore Roosevelt Conservation Partnership (TRCP)	<p>With a long-overdue revision to the Resource Management Plan imminent we appreciate the BLM deferring 12 of the 13 parcels managed by the Rock Springs Field Office in the modified proposed action. We ask that the parcel 1632 also be included in deferral in order to meet criteria that requires the BLM to “prepare and maintain” a “current” inventory of public lands and resources (43 U.S.C. § 1711(a)), and (40 C.F.R. § 1506.1(a) (prohibiting actions P a g e 3) that will “have an adverse environmental impact” and “limit the choice of reasonable alternatives.” Deferring these parcels in the Rock Springs Field Office will allow the BLM</p>	Rock Springs RMP	<p>The BLM does is not required to defer leasing while RMPs are being revised or supplemented. RMP amendments are outside the scope of this EA. Nothing in BLM policy, or regulation, requires that BLM not manage lands in accordance with existing RMP decisions (see 4th Quarter 2018, Supplemental February 2019 Protest Decision, February 22, 2019, at 9).</p>

		to adequately address the actual condition of the affected environment in the future.		
152	Theodore Roosevelt Conservation Partnership (TRCP)	Similar to Rock Springs, the Buffalo Field office plan is overdue for revision and is currently in scoping phase. As such, leases in this office should be deferred until the plan has been updated and the public can provide input.	Buffalo RMP	The BLM does is not required to defer leasing while RMPs are being revised or supplemented. RMP amendments are outside the scope of this EA. Nothing in BLM policy, or regulation, requires that BLM not manage lands in accordance with existing RMP decisions (see 4th Quarter 2018, Supplemental February 2019 Protest Decision, February 22, 2019, at 9).
153	Environmental Protection Agency (EPA)	BLM documentation indicates that Alternative 3, the Modified Proposed Action, is the Preferred Alternative for this action. Based on this preference and on our review of the Draft EA, we recommend including additional information in the Final EA for a more complete and site-specific analysis to ensure the leasing and potential development of the parcels can avoid significant impacts on public health and the environment.	Public Health	Cumulative health impacts, in addition to direct and indirect impacts, from the Federal oil and gas program are addressed in the EA in Sections 4.6 and 3.7, respectively. Estimates of social cost relative to GHG emissions are also reported; social cost estimates provided by the IWG incorporate multiple complex damage functions that account for public health impacts resulting from GHG emissions. When a specific parcel is sold, the BLM does not know certain specific details of development. These include: drill rig type (e.g. a Tier II or Tier IV rig) how a proposed well may be developed (e.g. will the well be hydraulically fractured or not, vertical, directional, or horizontal wellbores), the mineral resources a well might target (oil vs. gas), where water for drilling activities may be obtained (e.g. town water supplies, water well, recycled water from previous drilling activities), or even if freshwater zones will be encountered when drilling. Upon receipt of a development proposal, BLM will prepare additional analysis to ensure that all usable water zones are protected through proper cementing and casing, as required by regulation and Onshore Order No. 2. The use of a White Paper, like BLM WY has prepared and incorporated by reference into the lease sale EA, was recently affirmed in: Ctr. for Biological Diversity v. United States BLM, No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what

				parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place."
154	WELC	Comments (second submission to add an organization) and exhibits attached.	See Responses to the other WELC Comments	Same Comment letter submitted for the EA and the FONSI. Comments and responses are already responded to through the document.
155	Coalition of Local Governments (CLG)	The BLM Wyoming 2022 Oil and Gas Lease Sale deferred 260 parcels due to their location in Greater Sage-Grouse PHMAs. This included about 151 partial or whole deferrals and deletions of parcels within the Coalition members' boundaries. The 2023 Second Quarter Oil and Gas Lease Sale proposed to defer 30 whole parcels that overlap with PHMAs, which are largely located in the Coalition members' boundaries. Now the BLM is proposing to defer another 23 whole parcels that overlap PHMAs, with at least half of the deferrals again within the Coalition members' boundaries. Draft EA at 17-18. The issue is not only that the BLM continues the across-the-board deferral of parcels that overlap, to any extent, PHMAs, but also that these deferrals largely occur in southwestern Wyoming where a large portion of the Greater Sage-Grouse PHMAs is located. The proposed parcels, especially those located in the Rock Springs and Rawlins Field Office boundaries, are located in high development potential areas and/or are adjacent to existing leases. The BLM should not continue to defer all these parcels just because PHMAs are present. To the extent that the BLM is going to be deferring parcels located within PHMAs, the Coalition encourages the BLM to not continue defer every parcel and consider only partial deferrals when only a portion of the parcel crosses into PHMAs.	Sage-Grouse	All parcels containing Greater Sage-grouse habitat management areas are fully analyzed in the EA (see EA section 4.3 for a full discussion of Greater Sage-grouse prioritization.) The BLM does not have a policy which directs deferral of all parcels in priority habitat management areas.
156	Withheld	In the EA, BLM proposed to defer these parcels (WY-2023-09-1630, WY-2023-09-1631, WY-	Sage-Grouse	The specific parcels referenced by the commentator were deferred based upon the Greater Sage-Grouse

	<p>2023-09-1652, WY-2023-09-1656, WY-2023-09-1687, WY-2023-09-1688, WY-2023-09-1689, WY-2023-09-1690, WY-2023-09-1728, WY-2023-09-1732) from the Lease Sale because they are in greater sage-grouse priority habitat management areas (PHMA). See EA at 20–22, 66.</p> <p>The Company requests that, rather than deferring these parcels, BLM offer them for lease with stipulations limiting surface occupancy or use. The parcels are optimal for leasing for three reasons—which BLM’s own EA recognizes. First, Parcels WY-2023-09-1656, WY-2023-09-1687, WY-2023-09-1689, WY-2023-09-1690, WY-2023-09-1728, and WY-2023-09-1732 are within the Normally Pressured Lance (NPL) Project area. See Existing Development Map Series; EA at 63–66. BLM extensively analyzed the environmental impacts of development within this area, including impacts to greater sage-grouse and big game, and ultimately approved development within the Project area and, more particularly, in and near these parcels subject to protective conditions. Given that BLM analyzed and approved development in and near these parcels, BLM should not defer their leasing.</p> <p>Second, nearly all of the Parcels are adjacent to existing leases. See Existing Development Map; EA at 63–68. BLM has recognized that criteria for leasing include “[p]roximity to existing oil and gas development, giving preference to lands upon which a prudent operator would seek to expand existing operations.” BLM Instruction Memorandum No. 2023-007 (Nov. 21, 2022). Here, the fact that these Parcels are adjacent to existing leases, and in some cases also within the NPL Project area, reinforces that these Parcels are appropriate for leasing.</p> <p>Finally, BLM has recognized that all of the</p>		<p>Prioritization Screen (see EA, Table 4.12, pages 65-68). These parcels were deferred during the prioritization screen due to population and/or habitat concerns in conformance with the 2015 Greater Sage-Grouse Approved Resource Management Plan (ARMPA). This screen is completed prior to screening the parcels using the preference criteria described in IM-2023-007. Based upon the prioritization screening criteria and the flow chart (EA, pages 62-64), the parcels did not meet the adaptive management requirements, and therefore, were not further analyzed for LQ1 or LQ2 under the prioritization flowchart.</p> <p>The prioritization information is reflected in Alternative 3 (EA, Section 2.3) as well as Table 2.3 (EA, pages 19-23) which indicates the IM-2023-007 'preference rating' for each parcel. Within the table Criteria 2 for each of these parcels indicates a 'Low' lease preference due to GSG Prioritization. Even though these parcels are located in the NPL EIS, most may be located adjacent to existing leases, and within an area of high development potential, the BLM deferred these parcels based upon the 2015 ARMPA requirements.</p> <p>In addition, due to the deferral through the prioritization process under Alternative 3, the BLM did not analyze the need for a 'no surface occupancy' or a 'controlled surface use' stipulation. If the authorized officer chooses Alternative 2 as a final decision, then the stipulations described in the Rock Springs, Pinedale and 2015 ARMPA would apply.</p>
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157	Private Landowner	<p>I have a problem with you trying to "buy" my land. I have lived here for 46+ years. I have had other surveys done and nothing was found. I therefore request you not include my land in your "sale".</p>	MLA	<p>When the surface rights to a piece of land and the subsurface rights (such as the rights to develop minerals) are owned by different parties, the mineral rights often take precedence over other rights. The BLM’s split-estate policy commonly applies to situations where the surface rights are in private ownership and the rights to development of the mineral resources are publicly held and managed by the Federal Government. This originate back to the Stock raising Homestead Act of 1916 (43 CFR § 3814) or The Oil</p>

				and Gas Gold Book and BLM's Onshore Order #1 (Federal Register / Vol. 72, No. 44 / March 7, 2007 (2017 amendment)).
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