

APPENDIX F

Comments and Responses

#	Commentor	Commentor #	Comment	Response
1	Powder River Basin Resource Council (PRBRC)	PRBRC #1	BLM should analysis or disclose in this EA: A discussion and analysis of hydraulic fracturing, the disclosure of the various chemicals used in drilling and fracking, the volumes of chemicals and water used and/or required for fracking and the management and disposal and volumes of the chemicals and water that "flowback" to the surface after fracking.	Fracing and Methanogenesis are downhole actions that do not necessarily impact surface resources. It does impact groundwater, but that is under the purview of the State of Wyoming and therefore would be under their permitting authority. The impacts to groundwater can be analyzed under a site specific APD NEPA document. See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.
2		PRBRC #2	BLM should analysis or disclose in this EA: An analysis and disclosure of the challenges, costs and liabilities BLM and landowners have faced in dealing with BLM's previous oil and gas leases that resulted in orphaned, abandoned and/or un-reclaimed wells and sites in each area or field office where these leases are proposed and an analysis and disclosure of the reclamation status of previously leased lands and permitted wells and problems BLM encounters with bonding and reclamation issues. BLM should disclose and analyze the potential for orphaned, abandoned and un-reclaimed sites with these proposed leases and conduct an analysis of bonding amounts and specific lease stipulations requiring additional site specific bonding to ensure successful reclamation.	This is beyond the scope of this document. For a discussion on development in leasing see page 7, Section 1.6. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.
3		PRBRC #3	These EAs should analyze and disclose not only the number of oil and gas wells BLM has permitted in each field office but the total acres of land and minerals already under lease, the status of those leases, the number wells that BLM has permitted under previous leases that are shut-in and/or expired. This analysis and disclosure will help disclose and analyze whether there is a real need for additional leasing when analyzed in context with the number of leases already issued and not developed, number of APDs issued by BLM that are shut in and the number of APDs that have expired. BLM should also disclose and analyze the time and resources BLM has spent in the last decade issuing APDs for permits that have expired and for leases sitting idle.	See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed. This information is available to the public and can be easily accessed.
4		PRBRC #4	These EAs should issue a stipulation prohibiting the use of any oil and gas lease for the bio-conversion of coal to gas or disclose and analyze the potential for the use of any of these leases regarding the bio-conversion and injection of chemicals to enhance the conversion of coal or shale to gas.	These are new technologies that have not been evaluated as of yet and oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state not to mention the Buffalo Field Office Revision and if any new information from pilot projects is discovered, that information and any mitigation will be added to these documents.
5		PRBRC #5	Regarding sage grouse, these leasing EAs should analyze the adequacy of the stipulations to protect and maintain viable sage grouse populations and habitat.	Since most of the relevant recent research involves development, see page 7, Section 1.6 for a discussion of development in relation to leasing. Development cannot be reasonably determined at the leasing stage and the impacts cannot realistically be analyzed at this time. At the time of APD an analysis of this resource will be completed.
6		PRBRC #6	The BLM should disclose the scientific literature and studies indicating the inadequacy and effectiveness of the proposed lease stipulations. Scientific studies have clearly demonstrated that existing lease stipulations, including year-round and seasonal buffers around leks, do not prevent population decline. In many cases, BLM has been involved in this research and is clearly aware of its findings. Considering it is the state's goal to maintain, and in fact enhance, sage-grouse populations in core areas, BLM should not be leasing in core areas with current stipulations (or even with controlled surface occupancy stipulations that do not specifically identify new protective measures).	The RMP process is the only way to set this type of mitigation including the size of the Sage-grouse lek buffers that can be used. Currently the High Plains District is amending two RMPs while the Buffalo Field Office is revising their RMP. These documents are considering all current information for the Greater Sage-grouse.
7		PRBRC #7	NEPA prescribes limitations on the actions that agencies may take while preparing environmental documents. The regulations implementing NEPA require that "agencies shall not commit resources prejudicing selection of alternatives before making a final decision . . ." and that until a record of decision is issued no action concerning the project can be taken which will "have an adverse environmental impact" or "[l]imit the choice of reasonable alternatives." 40 C.F.R. §§ 1502.2(f), 1506.1(a)(1)-(2). Additionally, IM 2004-110 Change 1 provides that State Offices "are to consider temporarily deferring oil, gas and geothermal leasing on federal lands with land use plans that are currently being revised or amended." BLM must abide by these policies and regulations.	See page 14, Section 2.4, for a discussion of parcels deferred within Sage-grouse Core Areas. The BLM did consider deferring all parcels within Sage-grouse habitats. All parcels were analyzed through the Oil and Gas Leasing Screen for Greater Sage-grouse (IM WY-2010-013). Only parcels that fit all the screening criteria were deferred. Other parcels were also deferred for other reasons such as cultural issues or in the case of the Buffalo Field Office all parcels within Sage-grouse Core Areas or Sage-grouse connectivity area were deferred due to the RMP revision.
8		PRBRC #8	These restrictions are especially important when it comes to sage-grouse. Many parcels proposed to be leased are in sage-grouse core areas or sage-grouse connectivity areas prioritized by the State of Wyoming in Executive Order and currently being considered by the BLM through RMP amendments and revisions. On May 28, 2010, BLM Wyoming published a Notice of Intent to prepare an EIS and RMP Amendment for the Casper, Kemmerer, Pinedale, Rock Springs, Newcastle, and Rawlins Field Offices to revise sage-grouse and sagebrush management direction to incorporate policies set forth in BLM Wyoming Instruction Memoranda (IM) 2010-012 and 2010-013. 75 Fed. Reg. 30054 (May 28, 2010). Additionally, the Big Horn Basin and the Buffalo Field Office are revising their RMPs in large part because of sage-grouse. No BLM office has issued a draft RMP amendment for sage-grouse yet. Additional leasing in sage-grouse habitat, especially core areas and connectivity areas, may foreclose alternatives that would have been available had leasing not occurred.	The BLM is well aware of and in constant coordination with the High Plains District Sage Grouse Amendment Team and the ongoing Amendment project. The parcels were not found to be in conflict with future proposals.
9		PRBRC #9	The EA should analyze and disclose the real and potential health impacts that can result from the air quality emissions and pollutants emitted by oil and gas production. Some of the areas being proposed for leasing may be in areas recently designated by the state of Wyoming as concentrated development areas. Further development in these areas and areas near concentrated development areas may put further stress on the environment and public health. These conditions must be carefully evaluated and the worst possible scenarios considered before further leasing occurs. Because of real events, which have already happened, air quality, surface water and groundwater conditions should be fully identified and future acute and cumulative impacts considered before leasing.	See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.
10		PRBRC #10	Because of real events, which have already happened, air quality, surface water and groundwater conditions should be fully identified and future acute and cumulative impacts considered before leasing. Approved plans for air monitoring including speciated VOC monitoring, along with the most stringent best available control technologies (BACT) controls should be part of lease requirements	See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.
11		PRBRC #11	How does BLM ensure this landowner notification is accurate and carried out correctly? In addition, BLM should analyze and disclose in these leasing EAs what specific impacts can and do occur to private surface during and after federal mineral development. A landowner reading these EAs has very little information available to understand or know the impacts that could occur to their surface, what rights they have or don't have and what options they have for requiring certain protections on their property.	As required by the BLM leasing policy, where parcels are split estate, a notification letter was sent to surface owners based on surface owner information provided by the party submitting the Expressions of Interest (EOI). See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.

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12	Biodiversity Conservation Alliance (BCA)	BCA #1	Lease parcels should also be screened against Sage Grouse ACECs proposed in the context of the statewide Sage Grouse Plan Amendments EIS process. Many of the proposed ACECs have for proposed management withdrawal from future oil and gas leasing. Parcels in each of these areas should be deferred pending the outcome of the Sage Grouse Plan Amendments process, so that a proper decision can be made regarding whether or not to lease them and/or appropriate stipulations can be attached, per IM 2004-110 Change 1.	The BLM is well aware of and in constant coordination with the High Plains District Sage grouse Amendment Team and the ongoing Amendment project. The parcels were not found to be in conflict with future proposals.
13		BCA #2	BLM should also consider whether any parcels fall within proposed Sage Grouse ACECs. In the forthcoming RMP revisions, it is our expectation that the BLM will be considering the designation of several Core Areas as Sage Grouse ACECs, to be managed for no future leasing for oil and gas development.	The BLM is well aware of and in constant coordination with the High Plains District Sage-grouse Amendment Team and the ongoing Amendment project. The parcels were not found to be in conflict with future proposals.
14		BCA #3	We request that all parcels listed above be withdrawn entirely from the sale if they fall within large-block unleased parcels inside Core Areas are being leased, and pending pre-leasing NEPA pursuant to the 2010 Interior Department leasing IM. BLM should do its best to keep largely unleased areas of public land in Core Areas unleased, regardless of mineral ownership patterns. Wyoming sage-grouse populations are some of the largest left in the nation and were relatively stable until the last decade, when sage-grouse populations experienced major declines rangewide.	See page 14, Section 2.4, for a discussion of parcels deferred within Sage-grouse Core Areas. The BLM did consider deferring all parcels within Sage-grouse habitats. All parcels were analyzed through the Oil and Gas Leasing Screen for Greater Sage-grouse (IM WY-2010-013). Only parcels that fit all the screening criteria were deferred. Other parcels were also deferred for other reasons such as cultural issues or in the case of the Buffalo Field Office all parcels within Sage-grouse Core Areas or Sage-grouse connectivity area were deferred due to the RMP revision.
15		BCA #4	<p>BLM should not issue these sage grouse parcels unless a rigorous set of stipulations, far stronger than those provided in the EA, are applied to the parcels. This should include, at minimum:</p> <ul style="list-style-type: none"> • 2-mile No Surface Occupancy buffers surrounding leks; • 3-mile Timing Limitation Stipulations surrounding leks during the breeding and nesting season prohibiting not just construction and drilling activities but also production-related vehicle traffic and human presence; • No overhead powerlines within 5 miles of leks. <p>If these stipulations are implemented together with even stronger measures for Core and Connectivity Areas, the BLM could make a credible case that impacts from leasing would not result in significant impacts.</p> <p>Sage grouse lease stipulations provide an NSO stipulation of ¼ mile around active sage grouse leks. This is a ridiculously inadequate amount of protection for the lekking grouse during the breeding period, never mind for hens nesting on lands surrounding the lek. Studies have shown that the majority of hens nest within 3 miles of a lek, and that a 5.3-mile buffer would encompass almost all nesting birds in some cases. For Core Areas, the most scientifically supportable metric for NSO buffers would be 2 miles from the lek to protect breeding birds (after Holloran 2005, finding impacts from post-drilling production extend 1.9 miles from the wellsite) 4 and 5.3 miles to protect nesting birds, with the understanding that the impacts of drilling and production activity would extend into the NSO buffer area from wells arrayed along its edge.</p>	Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state. This amendment is analyzing and developing lease stipulations for the Greater Sage-grouse.
16		BCA #5	For sage grouse parcels outside designated Core Areas, only one (Parcel 135) appears to apply even a 1/4 mile CSU stipulation around the lek. See EA at 35. The others appear to apply TLS limitations but no limitation on construction immediately adjacent to the lek. Id. These stipulations are inadequate.	Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state not to mention the buffalo Field Office Revision. These documents are analyzing and developing lease stipulations for the Greater Sage-grouse.
17		BCA #6	We understand that it is the policy of the Wyoming Game and Fish Department to manage for a 50% probability of persistence for sage grouse leks outside Core Areas. It is our position that this policy is irresponsible and likely to lead to further downward trends in sage grouse populations (which will also increase the urgency for ESA listing); the BLM should not adopt this policy as their own but instead should set the bar higher.	BLM can only manage habitat and not the bird, Greater Sage-grouse, itself.
18		BCA #7	There is substantial new information in recent studies to warrant supplemental NEPA analysis of the impacts of oil and gas development to sage-grouse. It is incumbent upon BLM to consider the most recent scientific evidence regarding the status of this species and to develop mitigation measures which will ensure the species is not moved toward listing under the Endangered Species Act. It is clear from the scientific evidence that the current protections are inadequate and are contributing to the further decline of the bird's populations. This information constitutes significant new information that requires amendment of the Resource Management Plans before additional oil and gas leasing can move forward.	Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state not to mention the Buffalo field Office Revision. These documents are analyzing and developing lease stipulations for the Greater Sage-grouse.
19		BCA #8	Wyoming Game and Fish Department biologists have reached a consensus that the Timing Limitation Stipulations proposed for sage-grouse in this lease sale are ineffective in the face of standard oil and gas development practices. These stipulations have likewise been condemned as inadequate by the U.S. Fish and Wildlife Service and renowned sage-grouse expert Dr. Clait Braun. The BLM itself has been forced to admit that "New information from monitoring and studies indicate that current RMP decisions/actions may move the species toward listing ... conflicts with current BLM decision to implement BLM's sensitive species policy" and "New information and science indicate 1985 RMP Decisions, as amended, may not be adequate for sage grouse...7 Continued application of stipulations known to be ineffective in the face of strong evidence that they do not work, and continuing to drive the sage-grouse toward ESA listing in violation of BLM Sensitive Species policy, is arbitrary and capricious and an abuse of discretion under the Administrative Procedures Act.	<p>See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.</p> <p>Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state not to mention the Buffalo Field Office Revision. These documents are analyzing and developing lease stipulations for the Greater Sage-grouse.</p> <p>The Wyoming Game and Fish, as part of the State of Wyoming, is a cooperator in all planning processes and decisions. They continue to be involved in these leasing processes as well. Comments received from the Wyoming Game and Fish did not express this issue.</p>
20		BCA #9	<p>The vague stipulations included in BLM's Notice of Competitive Oil and Gas Lease Sale for particular parcels do little to clarify to the interested public or potential lessees what restrictions might actually apply to protect sage-grouse populations. For example, for some parcels, BLM imposes a Timing Limitation Stipulation and a Controlled Surface Use Stipulation. Such acceptable plans for mitigation of anticipated impacts must be prepared prior to issuing the lease in order to give the public full opportunity to comment, and to abide by the Department of Interior's stated new policy to complete site-specific environmental review at the leasing stage, not the APD stage. Without site-specific review and opportunity for comment, neither the public nor potential lessees can clearly gauge how restrictive or lax "acceptable plans for mitigation" might be, and whether they comply with federal laws, regulations, and agency guidelines and policies. Thus, absent such review, the leases should not issue at all.</p> <p>BLM has the scientific information needed to recognize that any use of these parcels will result in further population declines, propelling the sage-grouse ahead of other "priorities" on the ESA "candidate list." Again, it is in all interested parties favor (conservation groups, potential lessees, BLM and other federal agencies) for BLM to determine specific "modifications" prior to issuing leases, such as NSO restrictions. If the BLM fails to do so through site-specific environmental review before the APD stage, the agency will violate the "jeopardy" prohibition in the Endangered Species Act and will not adhere to the directive of Secretary Salazar and the Department of Interior's announced leasing reforms.</p>	<p>See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.</p> <p>Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state. This amendment is analyzing and developing lease stipulations for the Greater Sage-grouse.</p>
21		BCA #10	For raptors, only stipulations numbers 3 and 5 appear to provide any real protection the form of preventing or at least restricting the constructions of roads and/or well pads within ½ or 1 mile of raptor nests, respectively. See EA at 40.	Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state.
22		BCA #11	Stipulation 5 appears to be applied to no parcels, and stipulation 3 applies only to Artificial Nest Structures, not natural nests.	EA Table 3.9 has been corrected to reflect stipulations appropriate to respective Field Offices. Parcels WY-1202- 097, WY-1202-099, WY-1202-100, WY-1202-160, WY-1202-161, WY-1202- 164, WY-1202-166 have Newcastle raptor stipulations numbers 4 & 5 applied to them.

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23		BCA #12	<p>Parcels 136, 218,219,220,234, and 237 appear to involve antelope crucial winter range. In addition, Parcels 12, 13, 14, 16, 19, 31, 147, 149, 153, and 154 are mule deer crucial winter range. We urge BLM to issue these parcels only under No Surface Occupancy stipulations.</p> <p>BCA was a party to an appeal filed with the Interior Board of Land Appeals of the BLM's denial of their Protest filed against the June 6, 2006 lease sale. In its April 2008 Decision, the Board inquired into whether BLM had complied with the Memorandum of Understanding between BLM and the Wyoming Game and Fish Department in regarding lease parcels in big game crucial winter range and parturition areas. The BLM is required to have a rational basis for its decision to issue leases in crucial wildlife habitat, and that basis must be supported by the agency's compliance with applicable laws. While the Board held that failure of BLM to follow the directives contained in Instruction Memorandum No 2004-110 Change 1 was not, standing alone, proof of the violation of law or discretionary policy, it was probative of whether BLM had a rational basis for its decision. The Board found that the appeal record presented no evidence of compliance with the Memorandum of Understanding.</p> <p>The Parties recommend against selling the lease parcels listed above because BLM has again failed to comply with the Memorandum of Understanding and therefore has not provided a rational basis for its decision to offer lease parcels in areas with big game crucial winter range and parturition areas. Until such time as BLM complies with the Memorandum of Understanding it has no rational basis for its decision and the decision is arbitrary and capricious. We request that the parcels be withdrawn from the April 2009 lease sale.</p>	<p>The BLM utilized big game crucial winter range data provided by the Wyoming Game and Fish Department (WGFD). Parcels 218, 219, 220, 223, 234, and 237 all fall within big game crucial winter range and will be leased with a Timing Limit Stipulation (TLS) from November 15 to April 30 in accordance with Casper Field Office Resource Management Plan Record of Decision. Parcels 12, 13, 14, 16, 19, 31, 136, 147, 149, 153, and 154 do not fall within any big crucial winter range based on the WGFD data. These parcels will be leased without any stipulations for big game crucial winter range.</p> <p>The Wyoming Game and Fish as part of the State of Wyoming is a cooperator in all planning processes and decisions. They continue to be involved in these leasing processes as well. Comments received from the Wyoming Game and Fish did not express this issue.</p>
24		BCA #13	<p>While BCA strongly recommends against the offering of any of these lease parcels for sale, at the minimum, all such parcels in big game crucial winter range and parturition areas should have No Surface Occupancy (NSO) stipulations applied to them. NSOs provide the only real protection for big game. Recent studies on the impacts of oil and gas development and production on big game in Wyoming show that the impacts have been huge. 2 Not only have impacts to big game been significant, but they have occurred in spite of the application of winter timing limitations, demonstrating that these stipulations alone do not provide adequate protections for big game.</p>	<p>Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level.</p>
25		BCA #14	<p>A further noteworthy factor is that timing limitations apply only during oil and gas development, not during the production phase. Once production begins, there are no stipulations in place for the protection of big game. It is therefore imperative that stipulations adequate to protect big game be applied at the <i>leasing</i> stage, not the APD stage. See <i>Center for Native Ecosystems</i>, IBLA 2003-352, November 22, 2006.</p> <p>Just as important, these stipulations do not limit operational and production aspects of oil and gas development. See, for example, Jack Morrow Hills CAP EIS at A5-3. Obviously, if the stipulation does not reserve authority to BLM at the <i>leasing stage</i>, BLM must allow development despite severe impacts to winter ranges and big game, except for being able to require very limited "reasonable measures." These reasonable measures cannot be nearly broad enough to ensure crucial winter ranges and parturition areas are protected at the operation <i>and</i> production stage. See 43 CFR 3101.1-2.</p>	<p>Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level.</p>
26		BCA #15	<p>The Federal Land Policy and Management Act (FLPMA) requires BLM to "coordinate the land use inventory, planning, and <i>management activities</i> of [public lands] with the land use planning and management programs of ... the States and local governments ... by, among other things, considering the policies of approved State and tribal resource management programs." 43 USC 17121(9) (emphasis added). BLM must give special attention to "officially approved and adopted resource related plans." 43 CFR 1601.0-5(g). BLM must remain apprised of State land use plans, assure they are considered, and resolve to the extent practical, inconsistencies between state and federal plans. 43 USC 17121(9).</p> <p>There is no indication that BLM's winter timing stipulation is based on consideration of Wyoming's 1998 Mitigation Policy, or its new programmatic standards policy. See Footnote 3. It is apparent there has been no attempt to resolve inconsistencies between what BLM's stipulation provides and what Wyoming's mitigation policy requires. There are certainly inconsistencies. BLM's timing stipulation attempts to prohibit drilling during limited periods, yet this prohibition is frequently waived. IS Indeed, quite recently the WG&F asked BLM in Wyoming not to grant any waivers of stipulations last winter due to the lack of quality forage for big game in their winter range and the anticipated impacts that year-round drilling will have on big game under those conditions. BLM has refused to accede to this request and has proceeded to grant waivers. Wyoming's mitigation policy specifically seeks to fill gaps left by the timing stipulation, by requiring a number of standard management practices on crucial winter ranges in <i>all</i> cases. These recommendations are standing policy which WG&F expects to be applied in every instance of leasing in crucial winter range.</p>	<p>The Wyoming Game and Fish as part of the State of Wyoming is a cooperator in all planning processes and decisions. They continue to be involved in these leasing processes as well. Comments received from the Wyoming Game and Fish did not express this issue.</p>
27		BCA #16	<p>The inconsistencies are even more glaring when one considers the fact that BLM's timing stipulation does not regulate the production phase. Until BLM considers and attempts to resolve these inconsistencies, it cannot allow the sale of the Crucial Winter Range Parcels to go forward. To do so would be a violation of NEPA.</p>	<p>See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.</p>
28		BCA #17	<p>Furthermore, the timing stipulation attached to the Crucial Winter Range Parcels is inconsistent with the policy of the BLM Wyoming State Office, as enunciated in the Revised Umbrella Memorandum of Understanding (MOU) between BLM and Wyoming Game and Fish Department.</p>	<p>Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level.</p> <p>The Wyoming Game and Fish as part of the State of Wyoming is a cooperator in all planning processes and decisions. They continue to be involved in these leasing processes as well. Comments received from the Wyoming Game and Fish did not express this issue.</p>
29		BCA #18	<p>The various requirements in the WG&F minimum programmatic standards for oil and gas development establish "sideboards" as to what actions need to be taken to prevent unnecessary or undue degradation. BLM has not considered these standards from the perspective of its FLPMA imposed requirement to prevent unnecessary or undue degradation. BLM is not meeting its duty to take "any" action that is necessary to prevent unnecessary or undue degradation. 43 USC 1732(b). Once again, this failure is most apparent where application of the winter timing stipulation does not even regulate ongoing operations such as production. BLM has an independent duty under FLPMA to take any action necessary to prevent unnecessary or undue degradation, in addition to its NEPA duty to coordinate its activities with the State of Wyoming and comply with the MOU. Since BLM has given up its ability to require restrictions in the future by not imposing sufficient stipulations at the leasing stage, the effect of this failure to require adequate restrictions at the leasing stage violates FLPMA by permitting unnecessary or undue degradation when oil and gas development commences.</p>	<p>See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.</p>
30		BCA #19	<p>The parties also recommend against the sale of the Crucial Winter Range Parcels on the basis that their sale would cause unnecessary or undue degradation of public lands. "In managing the public lands the [Secretary of Interior] shall, by regulation or otherwise, take any action necessary to prevent unnecessary or undue degradation of the lands." 43 U.S.C. § 1732(b) (emphasis added). BLM's obligation to prevent unnecessary or undue degradation is not discretionary; it is mandatory. "The court finds that in enacting FLPMA, Congress's intent was clear: Interior is to prevent, not only unnecessary degradation, but also degradation that, while necessary ... is undue or excessive." <i>Mineral Policy Center v. Norton</i>, 292 F.Supp.2d 30,43 (D.D.C. 2003) (emphasis added). The BLM has a statutory obligation to demonstrate that leasing will not result in unnecessary or undue degradation.</p>	<p>See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.</p>

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31		BCA #20	The EA states that the Preble's meadow jumping mouse is stated to have been removed from Threatened status in Wyoming. EA at 42. However the courts have restored its Threatened status in Wyoming as of August 1st, and the BLM should manage its oil and gas leasing program accordingly. Critical habitat has yet to be restored, and as the U.S. Fish and Wildlife Service is currently reviewing critical habitat in Wyoming for designation, the stipulation should be modified so that surface-disturbing activities are not permitted within potential critical habitat, so as not to predetermine the options of the USFWS to designate this habitat in the future. An NSO buffer of 300 feet around riparian vegetation should prevent direct impacts on Preble's habitat.	Oil and gas lease stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state. The EA has been changed to reflect the restored status.
32		BCA #21	We appreciate the BLM's recognition of the Lance Creek formation as an important fossil resource, with a PFY classification of 5. We urge BLM to add an additional stipulation to leases in this area, requiring that if surface disturbing activities are permitted, a trained paleontologist will need to perform a field investigation and clear the area of any important fossil finds prior to the commencement of surface disturbance.	Oil and gas lease stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state.
33	State Historic Preservation Office (SHPO)	SHPO #1	At several places within the EA (specifically on Page 6, Line 18 and on Page 9, Line 6) the EA discusses the implementing regulations for Section 106, 36 CFR Part 800. Please be aware that the BLM does not use 36 CFR Part 800, but instead follows the Statewide Protocol. As such, these regulations do not apply to BLM actions under Section 106.	The text of the EA has been modified to address the comment.
34	Sisseton Wahpeton Oyate THPO (SWO)	SWO #1	The Sisseton Wahpeton Oyate THPO appreciates the opportunity to comment on your upcoming 2012 oil and gas leases. As I am sure you are aware, tribes are given a limited opportunity under Section 106 of the NHPA, to comment on projects that may affect cultural resources on Federal lands. We take the protection and preservation of these cultural resources very seriously and I can only hope that the BLM does as well! Tribes have not had access to many of these areas for well over 100 years, which makes it very difficult for any tribe to point out cultural sites that are significant or important to their individual tribes. Without actually visiting these areas and seeing and feeling what is there, I could not effectively comment on the cultural resources that may be may not exist in these areas. In an ideal world archeological surveys with tribal participation would have already taken place and these important cultural areas would have been identified and could be avoided. I am certain with BLM and tribes working together, that this could become a reality in the near future. From the information available, the Sisseton Wahpeton Oyate THPO will comment on the Spanish Diggings Quarries. These quarries had been in use for thousands of years by many different tribes. There is evidence of habitation, ceremonial use and burials, as well as the quarrying itself. The significance of this area must be protected, not just because of its significance to tribes, but because it is a part of this nation's history. In 1979 the Wyoming SHPO determined that all quarries within the area called Spanish Diggings are eligible for the National Register. This entire area should be nominated to the National Register as a Continuous Site Landscape and should be off limits to all mining, gas and oil exploration and development. Thank you.	The HPD is aware of these concerns from similar discussions with several other tribes. HPD is considering potential solutions such as regional tours with tribes to identify sensitive sites, inclusion of tribal representatives during archeological inventories and the presence of tribal monitors during construction projects. HPD deferred leasing of eight parcels associated with the Spanish Diggings landscape; although we are aware that there may be specific significant resources within other areas of the landscape which are not recorded. Although, the cultural resources special lease stipulation attached to each lease will allow managers the flexibility to modify or deny any proposed impacts to newly discovered historic properties that cannot be mitigated. HPD, Casper FO and Newcastle FO will consider your recommendation to nominate the landscape to the NRHP during the creation of the Newcastle FO resource management plan any future planning efforts that take place within the landscape.
35	Jeff Cardwell/Joan Peterson (JCJP)	JCJP #1	The water supply is provided in part by an aquifer which is only 100 ft below the surface (parcels WY-1202-029, WY-1202-030, WY-1202-34, WY-1202-062 encompassing the following sections T0290NR064W, T0290NR065W, T0280NR064W, T0280NR065W). Oil and gas exploration places this water at risk and potentially impact household, livestock and surrounding wildlife. This particular area of WY has been in drought condition for at least the last 5 years. Water levels have been significantly depleted over the last several years impacting the environment. Several water sources are lower than normal including small spring fed ponds. High run off from the mountains causing a waterfall into stream beds has not been seen in years. Dams that were created to control water runoff have not been needed in years. Last spring saw the return of some of the floral and fauna that normally would be present in the area, including the <i>Spiranthes diluvialis</i> as well as frogs. Water in this area is a commodity and would significantly be jeopardized if Oil and Gas exploration is allowed.	See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of this resource will be completed.
36		JCJP #2	Some parts of the sections mentioned earlier (parcels WY-1202-029, WY-1202-030, WY-1202-34, WY-1202-062 encompassing the following sections T0290NR064W, T0290NR065W, T0280NR064W, T0280NR065W) hold significance to the culture of this part of Wyoming. Some of these sections contain portions of what is known as the Hell Gap Site. This site actually comprises of more than one site but four sites. All but one of these sites has had a cursory look and have shown significant evidence to continue research. Other sections contain evidence of other Indian artifacts and habitation including but not limited to teepee rings, weapons, and whistles for communication. These areas also contain significant quantities of chert and left over beginnings of arrowheads. In addition there appears to be a portion of what is believed to be the Cheyenne to Deadwood stage route crossing sections close to the Government farm on it's way to the Rawhide Ranch.	Protective "no surface occupancy" (NSO) stipulations will be attached to all leases under the Hell Gap and Patten Creek sites. NSO. Oil and gas may be extracted from these specific leases, but operators will not be allowed to disturb the surface within the boundaries of the sites. A general stipulation attached to all BLM oil and gas lease allows decision makers the ability to modify or disapprove any proposals that could potentially disturb significant sites. Additionally, inventory for cultural resources occurs prior to the development of every federal oil and gas lease. All leases within ¼ mile of the Cheyenne to Deadwood Trail will contain the following lease stipulation: Areas within 0.25 mile, or the visual horizon, whichever is closer, of significant segments of historic trails that are listed on the NRHP, or that are eligible for listing on the NRHP, are avoidance areas for surface-disturbing activities.
37		JCJP #3	It is perceived that the potential construction entry points for oil and gas exploration will impact the migration of the wildlife in the area. More of the less common species in the area could be impacted including the Elk, Bobcat and Cougar. All of which have been seen in the sections identified. As you well know many of these are prized by Hunters. We suggest you reconsider your proposal and defer the suggested parcels (WY-1202-029, WY-1202-030, WY-1202-34, WY-1202-062 encompassing the following sections T0290NR064W, T0290NR065W, T0280NR064W, T0280NR065W). If our suggestion is dismissed we strongly encourage that both water and air samples be taken for this portion of Goshen/Platte Counties prior to any lease being sold in this area. Ongoing samples should be taken at regular intervals throughout a given year to ensure contamination is not occurring due to the leases. Like many landowners we would like to continue to live and enjoy our Wyoming way of living.	See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of this resource will be completed.
38	Tyler & Harriet Lowrey (THL)	THL #1	Elk herds winter in the valley on our ranch. This would be a total disruption to their habitat.	See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.
39		THL #2	Any traffic on our roads would cause erosion of the soils and increase the weed population.	See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.
40		THL #3	Our property cannot be entered from the west side without crossing through another ranch. We have a very restrictive easement with the neighbor. It is restricted to our family only and disallows any commercial use. The disruption of anyone on our land takes away any privacy we have.	See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.
41	Wyoming Game & Fish Dept. (WGFD)	WGFD #1	We support deferring Parcel #2 and #3 that occur within the boundaries of the Table Mountain Wildlife Habitat Management Area. We have no concerns with Parcel #2 and #3 that occur outside the boundaries of the Table Mountain Wildlife Habitat Management Area	Thank you for your comment.

#	Commentor	Commentor #	Comment	Response
42		WGFD #2	Parcel 189: The Department has observed ferruginous hawk nesting within or near this parcel. We recommend raptor nest stipulations be added.	Stipulations can only be applied based off of the Casper Field Office GIS database. At the time of the lease review there was no nest identified within this parcel or within 1/2 mile of the parcel. Therefore, the raptor nesting stipulation will not be applied at this time. However, at the time of APD permitting process if a nest is identified within a 1/2 mile of the proposed action a raptor nesting stipulation will be applied as a Condition of Approval.
43		WGFD #3	Parcel 191: The Department has observed wintering bald and/or golden eagles within this parcel. We recommend adding timing stipulations to avoid disturbance of wintering bald eagles should a winter roost site occur in this area.	Stipulations can only be applied based off of the Casper Field Office GIS database. At the time of the lease review there was not a Bald and Golden roost identified within the parcel. Therefore, a roosting stipulation will not be applied at this time. However, at the time of APD permitting process if a roost is identified appropriate mitigation will be applied as a Condition of Approval.
44		WGFD #4	Parcel 248: This parcel occurs within sage grouse core area. We recommend timing stipulations be applied to protect nesting/early brood rearing sage grouse.	Parcel 248 does not fall within a 2 mile buffer of a sage-grouse lek. Therefore a nesting/brood rearing stipulation will not be applied. However, at the time of the APD permitting process all appropriate stipulations for Sage-grouse will be applied within a Sage-grouse Core Area.
45	Wyoming Wildlife Federation (WWF)	WWF # 1	<p>We request that 60 parcels be withdrawn from the February 2012 lease sale. Our comments and decisions are based on surface and water impacts that will occur to big game crucial ranges, cold water fisheries, sage grouse core areas, along with diminished hunting and wildlife-associated recreation opportunities. Parcels to be withdrawn: WY-1202-011, [concerning mule deer crucial winter range as stated in follow-up email and map dated 9/1/2011 in comment file].</p> <p>The sixty parcels mentioned above are within big game crucial winter range for elk, moose, antelope, and mule deer. Big game migration corridors and parturition areas overlay these lease parcels acres and once the lease is sold, the landscape will be impacted and altered in order to drill and produce oil and/or natural gas. WWF believes these parcels should be removed from the sale as development of these lease parcels would result in significant degradation to the surface and water, habitat, vegetation, health of the wildlife, and movement of these terrestrial species.</p> <p>The draft environmental assessment (EA) recognizes that impacts to wildlife will occur. The EA notes, "surface disturbing and disruptive activities on parcels during the crucial big game wintering period could impact wintering mule deer and antelope, such as displacing animals to less suitable winter habitat, causing stress to animals and ultimately decreasing the reproductive rates of females or causing individual mortality through malnutrition" (BLM, Draft EA, Wind River/ Bighorn Basin District, page 4-8). These impacts within crucial habitat will be similar for elk and moose as well as mule deer and antelope. "Well pad, road, and pipeline development into areas currently void of surface disturbing or disruptive activities would result in habitat fragmentation, which, depending on the intensity of the development, vegetative cover and terrain, could affect the habitat viability"(BLM, Draft EA, Wind River/ Bighorn Basin District, page 4-8). Activities associated with development of oil and gas resources, is highly likely to experience displacement of wildlife species (BLM, Draft EA, Wind River/ Bighorn Basin District, page 4-8 and 4-9).</p>	<p>See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.</p> <p>The BLM utilizes big game crucial winter range data provided to use by the Wyoming Game and Fish Department. Parcel 011 does fall within any big game crucial winter ranges.</p>
46		WWF #2	<p>WWF believes value lies in an intact ecosystem with healthy populations of wildlife. The parcels WWF would like withdrawn from the February 2012 sale have more than one overlap of big game crucial winter range, greater sage grouse core areas, and the majority are within a migration corridor. Lease parcels of overlapping wildlife crucial ranges should be withdrawn. If the BLM will not withdraw the parcels they should have a "no surface occupancy" (NSO) stipulation. At the very least a controlled use stipulation for recreation and wildlife values is necessary because timing stipulations are not sufficient enough to sustain big game populations. BLM has specified a timing limitation, but allows operation and maintenance of production facilities during the winter once initial drilling has been completed. These standard timing stipulations may help alleviate disruption of winter big game activity during initial drilling, but do not address loss and degradation of habitat caused by development. Recent research suggests they are ineffective at protecting mule deer populations impacted by development. WWF asserts that timing limitation effectiveness further decreases when exceptions are granted to industry, allowing them to enter and conduct activities on these crucial lands during restricted seasons. Because BLM regularly grants exceptions to winter stipulations, the effectiveness of timing limitations to mitigate impacts from surface disturbing activities is unknown.</p> <p>Crucial winter range for pronghorn, mule deer, moose and elk is often the focus of management and a criterion for analyzing the impacts on big game. Research shows that timing limitations may not be achieving their desired results. These lease parcels, if sold, will be subjected to mineral development that will inevitably have a negative impact on big game and their crucial ranges. This is of particular concern as associated human activity may negate the effectiveness of timing restrictions on drilling activities as a means of mitigation (Sawyer et al. 2006). Sawyer recommends that mitigation measures seeking to minimize disturbance to mule deer on winter range consider all human activity across the entire project area and not be restricted to the development of wells or to crucial winter ranges. Predictive maps of mule deer show that, "deer use was lowest in areas with clusters of well pads", which is associated to direct habitat loss (Sawyer et al. 2010). The BLM should not focus solely on timing limitations in crucial winter ranges as the primary mitigation measure for big game.</p>	Oil and gas stipulations are developed at the RMP. They cannot be changed unless done at that level. Currently the Wyoming BLM is amending six RMPs throughout the state not to mention the Buffalo Field Office Revision.
47	Audubon Wyoming (AW)	AW #1	<p>According to the preliminary GIS dataset provided on the BLM's Oil & Gas Leasing Environmental Assessments website for the February 2012 lease sale, 184 of the 470 parcels offered between the two districts are located within designated core areas. Given the importance of core population areas to sage-grouse populations, parcels located within core areas should not be leased for the reasons stated below. Audubon understands that the field offices utilized the sage-grouse screen, per IM WY-2010-013, however the cumulative impacts of such a large number of parcels available for leasing could have unacceptable consequences for recovery efforts</p>	The BLM did consider deferring all parcels within Sage-grouse habitats. All parcels were analyzed through the Oil and Gas Leasing Screen for Greater Sage-grouse (IM WY-2010-013). Only parcels that fit all the screening criteria were deferred. Other parcels were also deferred for other reasons such as cultural issues or in the case of the Buffalo Field Office all parcels within Sage-grouse Core Areas or Sage-grouse connectivity area were deferred due to the RMP revision.
48		AW #2	<p>Decisions, such leasing large acreage of important sage-grouse habitat prior to the completion of regional conservation planning efforts, could push the species closer to a full listing and should therefore be avoided. Pending final decisions on RMP amendments and the regional planning process, BLM should proceed with caution and <i>must at least preserve or improve the status quo of habitat conditions for sage-grouse -- to avoid dooming conservation efforts from the start.</i></p>	The BLM is well aware of and in constant coordination with the High Plains District Sage Grouse Amendment Team and the ongoing Amendment project. The parcels were not found to be in conflict with future proposals.
49		AW #3	<p>In addition to the negative impacts to the BLM's regional efforts, proceeding with the proposed Wyoming lease sale with parcels within core area is likely to not only undermine the RMP sage-grouse amendment process currently proceeding within Wyoming, but also violate (2) existing BLM sage-grouse policies and Instruction Memoranda, (3) NEPA (specifically the "hard look", new information and cumulative impacts provisions), (4) FLPMA provisions, including the multiple-use sustained-yield mandate and unnecessary and undue degradation provisions, and finally (5) the public's trust in the agency's stewardship responsibility of the nation's public lands and wildlife resources.</p>	The BLM is well aware of and in constant coordination with the High Plains District Sage Grouse Amendment Team and the ongoing Amendment project. The parcels were not found to be in conflict with future proposals.
50		AW #4	<p>BLM has never analyzed how developing existing valid leases in the bird's habitat (both private and public lands) could impact recovery and survival efforts – let alone adding many thousands more acres to the lease pool.</p>	See page 7, Section 1.6, for a discussion of development in relation to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed.
51		AW #5	<p>In this proposed lease sale, the BLM failed to consider reasonable alternatives to conserve sage-grouse and their habitat, specifically providing the option to defer all parcels within sage-grouse core areas.</p>	The BLM has analyzed a No Action Alternative, a Proposed Action Alternative consisting of deferring some parcels and offering for sale others and a Offer All Parcels for Sale Alternative. This range of alternatives is broad enough for the decision maker to make the informed decision he needs. The BLM does not see any benefit to adding alternatives that call out specific resources since the Proposed Action Alternative defers those resources that may be impacted.

#	Commentor	Commentor #	Comment	Response
52	Shoshone-Bannock Tribes (SBT)	SBT #1	The above named proposed project located in Wyoming High Plains District is within the inherent ancestral lands of the Shoshone and Bannock people, and continues to hold important cultural properties, traditional hunting, fishing and gathering still practiced today by members of the Shoshone-Bannock Tribes.	We acknowledge the ancestral connection of the Shoshone-Bannock to the area and look forward to coordinating with you on this and future projects. If there are any specific places, types of cultural resource sites, natural features, and especially areas that tribal members may continue traditional practices that you are interested in for consultation purposes, please let us know.
53		SBT #2	The proposed individual parcels that may be available for leasing may perhaps eventually be subjected to drilling. In the event of an inadvertent discovery, (cultural resources and/or human remains) the Tribes request an immediate Stop Work Order of construction activities and immediate notification to HeTO. Construction shall cease until proper treatment of cultural resources and/or human remains is achieved. The Tribes request ethnography reports and any current archaeological reports for the area of potential effects (APE).	<p>The BLM applies conditions of approval to all oil and gas drilling permits stating that work must stop in the case of an inadvertent discovery of cultural resources or human remains so BLM can consult with the Wyoming State Historic Preservation Office and/or tribal representatives. We will add your contact information to our database and notify you if such discoveries occur.</p> <p>There are no archaeological or ethnographic reports associated with this specific EA since it is a broad planning document and there is no specific area of potential effects. Such reports are created when operators submit drilling plans, after they acquire a lease. We can provide you with copies of previous ethnographic reports from the High Plains District, if you are interested, although they do not pertain specifically to oil and gas leasing activities.</p>