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1	<p><u>Malitz:</u> On behalf of 249 CREDO Action members in Wyoming, we urge you not to sell any more oil and gas leases in Wyoming for fracking.</p> <p>The public comments were collected by CREDO Action and can be downloaded as a PDF here: http://www.credoaction.com/pdfs/BLM_Stop_Leasing_Wyoming_Land_for_Fracking.pdf</p> <p>Their message can be summed up as follows:</p> <p>"Fracking is a threat to public health and the environment. It contaminates water, generates cancer-causing air pollution, and produces millions of gallons of toxic wastewater. Stop leasing land in Wyoming for fracking."</p>	<p>Comment acknowledged. First we must clarify that BLM does not lease parcels for "fracking". Parcels are offered in accordance with the applicable RMP which has analyzed which lands should be made available for oil and gas development based upon an assessment of the resources concerns in the particular area.</p> <p>According to the Tenth Circuit Court of Appeals, site-specific NEPA analysis at the leasing stage may not be possible absent concrete development proposals, including any completion techniques which may be necessary depending upon the specific reservoir characteristics, and productive capability of the target formation. Whether such site-specific analysis is required depends upon a fact-specific inquiry. Often, where environmental impacts remain unidentifiable until exploration narrows the range of likely drilling sites, filing of an Application for Permit to Drill (APD) may be the first useful point at which a site-specific environmental appraisal can be undertaken (Park County Resource Council, Inc. v. U.S. Department of Agriculture, 10th Cir., April 17, 1987). In addition, the Interior Board of Land Appeals (IBLA) has decided that "BLM is not required to undertake a site-specific environmental review before issuing an oil and gas lease when it previously analyzed the environmental consequences of leasing the land...." (Colorado Environmental Coalition, et al., IBLA 96-243, decided June 10, 1999). However, when site-specific impacts are reasonably foreseeable at the leasing stage, NEPA requires the analysis and disclosure of such reasonably foreseeable site specific impacts. (N.M ex rel. Richardson v. BLM, 565 F.3d 683, 718-19 (10th Cir. 2009). BLM has not received any specific development proposals concerning the proposed lease parcels addressed in this EA. This site-specific environmental documentation would provide specific analysis for the well pad location or locations. Additional mitigation and BMPs may be applied as conditions of approval (COA) at that time.</p>
2	<p><u>Wyoming Game and Fish Department:</u> We support Alternative B, Proposed Action of the Draft Environmental Assessment.</p>	<p>Comment acknowledged.</p>
3	<p><u>Irwin:</u> Please permanently remove from potential lease the areas within the Greater Sage Grouse Resource Management Plan, as well as those leases within big game winter range, as identified by the BLM maps. These include parcels 0513-1, 18, 19, 22, 24, 25, 26, 46, 48, 49, 67, 68, 69, 70, 71, 72.</p>	<p>The governing RMPs and associated EIS's have analyzed oil and gas leasing along with a myriad of other resource values and uses, including but not limited to sage grouse and big game winter range. Through the RMP/EIS process the lands containing the parcels proposed for offer under Alternative B, are designated as open for multiple use, including oil and gas leasing and development.</p>

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		All parcels have been analyzed consistent with WY-IM-2012-019 'Greater Sage-Grouse Habitat Management Policy on Wyoming BLM Administered Public Lands Including the Federal Mineral Estate' to determine whether the parcel should be offered for sale or deferred until the ongoing RMP Amendments are completed.
4	<p><u>Walker:</u> ...complete lack of analysis of the possible impacts to wild horses in the proposed actions, despite the fact that much of the lands are in the following HMAs: Adobe Town, Salt Wells Creek, Little Colorado and Great Divide Basin and despite the fact that the proposed oil and gas leases will in fact have a large impact on the wild horses in these areas.</p> <p>The BLM's failure to analyze the impacts to wild horses of the proposed actions and alternative, plus failure to take into account the possible roundup and large scale removal of wild horses in two of these herd areas, which is currently in the scoping stage, is a violation of NEPA. NEPA requires federal agencies to conduct environmental analyses that "include all potentially affected resources, ecosystems, and wild horses, which are protected under the WFRHBA as an "integral part of the natural system of the public lands" are affected resources within the project area.</p> <p>Impacts to wild horses would be expected to be similar to those experienced by wildlife and livestock. The EA clearly describes the potential impacts, including:</p> <ul style="list-style-type: none"> • displacement from winter habitat • fragmentation of habitat • destruction of habitat viability • loss of vegetation/forage • injury or death due to vehicular collisions due to increased traffic • alteration of migration routes and expenditure of energy needed in winter on avoidance of oil and gas exploration and drilling activities. 	<p>Pursuant to 40 CFR 1508.28 and 1502.21, this EA tiers to and conforms with the approved Kemmerer, Pinedale, Rawlins, and Green River RMPs and Final Environmental Impact Statements (FEIS) and to the associated Records of Decisions (ROD) for each Field Office. The Rawlins and Green River documents thoroughly discuss and address management goals, management objectives, and management actions for wild horses in the HMA's. The impact analysis in the EISs for the effects from oil and gas development was based on and is commensurate with the Reasonably Foreseeable Development (RFD) scenario (i.e., the level of oil and gas development projected for the life of the plan based on historically and projected trends). The mitigation measures developed through the EISs reduce/minimize the anticipated impacts associated with the projected development to acceptable levels below the significance thresholds. The mitigation (i.e., stipulations and Best Management Practices (BMPs)) developed through the RMP/EIS process is carried into this EA, both through tiering and through actual application to individual parcels. Any decisions regarding the management of the HMAs is beyond the scope of this EA.</p>
5	<p><u>Walker:</u> The BLM cannot contend that this proposed action will have impacts to other wildlife and not to wild horses. If wild horses were not considered in this proposal because the BLM is planning to remove all of the wild horses in the Herd Management Areas, despite the fact that there has been no plan approved, no public comments, for any such drastic removal, then this is a complete and total violation of NEPA.</p>	See Comment 4.
6	<u>American Wild Horse Preservation Campaign (AWHPC)</u>	See Comment 4.

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	<p><u>and The Cloud Foundation (TCF):</u> In addition to the BLMs failure to analyze the impacts of the Proposed Action and alternatives on wild horses and their habitat with HMAs, the agency’s failure to analyze the cumulative impact of the Proposed Action in conjunction with other actions affecting wild horses also violates NEPA. For the Adobe Town and Salt Wells HMA’s, portions of which are included in the area of the Proposed Action, the cumulative impacts include the impacts of a proposed large-scale roundup and removal of horses, currently in the scoping stage, in conjunction with the proposed leases of land parcels for oil and gas exploration and development within those HMAs.</p>	
7	<p><u>Lynch:</u> This EA is egregiously inadequate, as it completely fails to mention the potential impacts of oil and gas drilling on wild horses, although it is perfectly obvious from the map of the proposed action that those proposed oil and gas lease sites fall well within the Salt Wells and Adobe Town Wild Horse Herd Management Areas. The EA for the oil and gas leases is therefore totally inadequate and must be amended and re-drafted to include potential impacts on wild horses before any further actions regarding the proposed May 2013 oil and gas leases can go forward.</p>	See Comment 4.
8	<p><u>The Wilderness Society:</u> Our comments are focused on fifteen parcels that are located in wilderness-quality lands to the south and west of the Adobe Town Wilderness Study Area (“WSA”), and have been found by the BLM to possess wilderness characteristics (“Adobe Town Wilderness Parcels”).¹ For the foregoing reasons, the Bureau of Land Management (“BLM”) must defer those parcels from the lease sale in order to further consider their wilderness characteristics through the land use planning process and/or the lease sale process.</p>	Lands with Wilderness Character are adequately addressed in Sections 3.2.3 and 4.2.3. The State Director has subsequently used his discretion to temporarily defer offering parcels 0513-031, 032, 033, and 034.
9	<p><u>The Wilderness Society:</u> The BLM Has Not Fulfilled Its Duty to Inventory and Consider the Wilderness Characteristics of the Areas E and F Parcels. Under the Federal Land Policy and Management Act (“FLPMA”), the BLM must maintain a current wilderness inventory for the Adobe Town Wilderness Parcels (as it must for all public lands) and consider that inventory during the land use planning process. 43 U.S.C. § 1711(a); see also <i>Ore. Natural Desert Ass’n v. BLM</i>, 625 F.3d 1092, 1122 (9th Cir. 2010) (confirming the obligation of BLM to consider wilderness characteristics in its planning process). Furthermore, the BLM must comply with its own policies that detail how to comply with FLPMA obligations on conducting inventories for wilderness characteristics and considering those inventories during land use planning.</p>	<p>The Rawlins Field Office is in compliance with the policies of IM2011-154 and is maintaining on a continuing basis a LWC inventory. The July 2011 LWC inventories for parcel areas were reviewed and determined to be adequate (See Sections 3.2.3 and 4.2.3 of the EA).</p> <p>Lands with Wilderness Character are adequately addressed in Sections 3.2.3 and 4.2.3. The State Director has subsequently used his discretion to temporarily defer offering parcels 0513-031, 032, 033, and 034.</p>

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	<p>Because the BLM has not complied with FLPMA or BLM Manuals 6310 and 6320, it must defer the Areas E and F parcels from the lease sale.</p> <p>The BLM has not properly considered the wilderness characteristics of the Areas E and F parcels. As explained above, the BLM recently confirmed that the Areas E and F parcels contain wilderness characteristics. However, because those parcels were either already leased or adjacent to leased lands during the development of the Rawlins RMP, the BLM eliminated alternatives from the Rawlins RMP Final EIS that would have protected their wilderness characteristics. Draft EA at 64. Because that decision was and remains inconsistent with the BLM's obligations under FLPMA and Manuals 6310 and 6320, the BLM must withdraw the Areas E and F parcels from the sale.</p>	
10	<p><u>The Wilderness Society</u>: The Rawlins RMP is Flawed and Cannot Support A Decision to Lease the Areas E and F Parcels.</p> <p>The BLM may not implement land use plans that violate applicable law. 43 U.S.C. § 1732(a); see also New Mexico ex rel. Richardson v. BLM, 565 F.3d 683, 711 (10th Cir. 2009) (“Accordingly, the option of closing the Mesa is a reasonable management possibility. BLM was required to include such an alternative in its NEPA analysis, and the failure to do so was arbitrary and capricious.”). Here, the Rawlins RMP does not comply with applicable law, because it opens lands with wilderness characteristics to oil and gas leasing without first considering “measures to provide protection for any wilderness characteristics of lands in addition to the previously established WSAs.” Rawlins Final RMP at 2-11; Final EA at 73. That decision violated FLPMA, as wells as the National Environmental Policy Act (“NEPA”). See New Mexico ex rel. Richardson, 565 F.3d at 711 (requiring the BLM to consider a “no leasing” alternative for an environmentally sensitive area); 40 C.F.R. § 1502.14(a) (requiring consideration of a reasonable range of alternatives). Consequently, the BLM must defer the Areas E and F parcels from the lease sale until it brings the Rawlins RMP into compliance with applicable law (and policy).</p>	<p>The Rawlins RMP went through a 30-day protest period on the land use plan decisions contained in the Proposed RMP/Final EIS in accordance with 43 CFR Part 1610.5-2. BLM received 79 protest letters that were subsequently resolved by the BLM Director, whose decision constitutes final agency action for the USDI and Record of Decision was approved on December 24, 2008. In resolution of one protest the State Director issued a remand on the visual resource management class designation and decisions. The ROD at 1.1 states, “The decision is made to approve the attached RMP (hereafter referred to as the Approved RMP) for the RFO. The Approved RMP was prepared under the authority of the Federal Land Policy and Management Act (FLPMA) (43 United States Code [U.S.C.] §1701, et seq.) and other applicable laws (43 Code of Federal Regulations [CFR] Part 1600).</p> <p>Lands with Wilderness Character are adequately addressed in Sections 3.2.3 and 4.2.3. The State Director has subsequently used his discretion to temporarily defer offering parcels 0513-031, 032, 033, and 034.</p>

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11	<p><u>The Wilderness Society:</u> Federal Law and Policy Requires That BLM Defer the Area H Parcels In Order to Consider Wilderness Characteristics Through Land Use Planning.</p> <p>Federal law and policy require the deferral of parcels in Area H so that the BLM can appropriately consider the area’s wilderness characteristics through land use planning. Under FLPMA, the BLM must base planning decisions “on the inventory of the public lands, their resources, and other values. . . .” 43 U.S.C. § 1712(c)(4). Current policy implementing that requirement requires that when lands with wilderness characteristics are identified, “the BLM will examine options for managing these lands [through the planning process] and determine the most appropriate land use allocation for them.” BLM Manual 6320.06.A.</p> <p>The Draft EA Fails to Disclose the Significant New Information About the Wilderness Characteristics of Area H; BLM Cannot Tier to the Rawlins RMP.</p> <p>The Draft EA lacks complete and accurate information about the wilderness characteristics of Area H. Under the National Environmental Policy Act (“NEPA”), the BLM must “succinctly describe the environmental of the area(s) to be affected” and disclose “the environmental impacts of the alternatives. . . .” 40 C.F.R. §§ 1502.15, .16. While the Draft EA correctly states that the Area H parcels contain wilderness characteristics, it does not explain that the BLM only recently identified those characteristics. Draft EA at 43-44. Moreover, the Draft EA incorrectly states that the wilderness characteristics of Area H were evaluated in the Rawlins RMP. Id. at 64. This is not true. As explained above, the BLM only recently identified wilderness characteristics in Area H.</p> <p>Additionally, because the BLM did not consider the wilderness characteristics of Area H during the development of the Rawlins RMP, it cannot now “tier” to that plan. While “tiering” is permitted by NEPA, the plan-level EIS must evaluate “all foreseeable impacts of leasing . . . before leasing [can] proceed.” New Mexico ex rel. Richardson v. BLM, 565 F.3d 683, 717 (10th Cir. 2009). Here, the Rawlins RMP neither identified nor considered the wilderness characteristics of Area H, and thus lacks an evaluation of the “foreseeable impacts” of leasing on those wilderness characteristics. Therefore, the BLM cannot “tier” to the Rawlins RMP in support of a decision to lease the Area H parcels.</p>	<p>See Comment 8.</p> <p>The Rawlins RMP evaluated the entire Adobe Town area & surrounding areas for wilderness characteristics and determined management actions for these areas. However, the State Director has subsequently used his discretion to temporarily defer offering parcels 0513-031, 032, 033, and 034.</p>
12	<p><u>The Wilderness Society:</u> The Final EA Lacks A Reasonable Range of Alternatives.</p> <p>The BLM has not evaluated a reasonable range of alternatives for protecting the wilderness characteristics of the Adobe Town Wilderness Parcels. Under NEPA, the</p>	<p>Lands with wilderness characteristics are adequately addressed in Sections 3.2.2.4 and 4.2.3 of the EA. The EA is in compliance with IM -2011-154 ‘Requirement to Conduct and Maintain Inventory Information for Wilderness Characteristics and to Consider Lands with</p>

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	<p>BLM must consider a broad range of alternatives to mitigate environmental impacts. 40 C.F.R. § 1502.14(a); see also Theodore Roosevelt Conservation P’ship v. Salazar, 661 F.3d 66, 72-73 (D.C. Cir. 2011) (requiring the BLM to consider a reasonable range of alternatives for oil and gas activity); IM 2010-117 (requiring consideration of “alternatives to the proposed action that may address unresolved resource conflicts.”). Additionally, under current policy, the BLM must fully “consider” wilderness characteristics during planning actions and evaluate a range of measures to protect wilderness characteristics during the leasing process, including measures not contained in existing RMPs. See IM 2011-154 at Att. 2; IM 2010-117 at III. E., F.</p>	<p>Wilderness Characteristics in Land Use Plans’.</p> <p>Land use plan level decisions were determined through the RMP process. The State Director has subsequently used his discretion to temporarily defer offering parcels 0513-031, 032, 033, and 034.</p>
13	<p><u>The Wilderness Society</u>: The Proposed Lease Sale Will Improperly Limit the Range of Alternatives for the Rawlins Field Office’s Visual Resource Management RMP Amendment.</p> <p>The BLM is currently preparing an amendment to the Rawlins RMP to revise visual resource management (VRM) classifications for the Rawlins Field Office, based on a current visual resources inventory. The inventory was necessitated because the Rawlins Field Office had not properly updated its inventory when preparing the Rawlins RMP. The Director granted protests regarding VRM Classifications and committed the Rawlins Field Office to completing an inventory and updating the classifications of visual resources.⁴ The updated inventory, completed in February 2011, found that much of the area around the Adobe Town WSA remains relatively pristine and undeveloped and therefore qualifies for VRM Class II management....</p> <p>...By essentially locking in the current VRM Class III classification and predetermining the outcome of the VRM process, the BLM is in violation of NEPA, which provides that:</p> <p>(a) Until an agency issues a record of decision as provided in Sec. 1505.2 (except as provided in paragraph (c) of this section), no action concerning the proposal shall be taken which would:</p> <ol style="list-style-type: none"> 1. Have an adverse environmental impact; or 2. Limit the choice of reasonable alternatives. <p>....</p> <p>(c) While work on a required program environmental impact statement is in progress and the action is not covered by an existing program statement, agencies shall not undertake in the interim any major Federal action covered by the program which may significantly affect the quality of the human environment unless such action:</p> <ol style="list-style-type: none"> 3. Is justified independently of the program; 4. Is itself accompanied by an adequate environmental 	<p>As stated in 4.2.13 of the EA; Offering the 22 parcels in the DRUA at the May 2013 lease sale would not compromise BLM’s ability to select any of the alternatives being analyzed in the pending RMP Amendment. All of the Adobe Town DRUA has numerous existing oil and gas leases. Approximately 80 percent of the DRUA is currently occupied by existing leases. Adding these 22 leases will not substantially increase the percentage of the area leased. Because the leases would be offered under the existing VRM III Classification the standard Class II VRM CSU stipulations would not be applied. However, all 22 parcels would be stipulated with the DRUA CSU to protect the recreational opportunity setting. A “recreation opportunity class setting” is derived from the BLM planning policies and decisions for recreation on public lands. The BLM Manual Section 8320 provides (at Part 06.C.6, emphasis added): Recreation and visitor services planning requires coordination with other programs (including visual resource management) to ensure decisions are compatible across programs. To this end, the BLM retains the authority, through the DRUA CSU lease stipulation, to ensure that lease development activities on these leases will comply with the applicable VRM requirements to the extent recreation settings and VRM objectives are compatible. This stipulation, along with the authority the BLM has to condition approval of lease development actions with reasonable measures to protect natural resources and environmental quality will ensure that by offering these lease parcels the BLM will not limit the choice of reasonable alternatives in the ongoing VRM amendment to the Rawlins RMP.</p>

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	<p>impact statement; and</p> <p>5. Will not prejudice the ultimate decision on the program. Interim action prejudices the ultimate decision on the program when it tends to determine subsequent development or limit alternatives.</p>	
14	<p><u>The Wilderness Society:</u> The BLM has not considered leasing the Adobe Town Wilderness Parcels with a no surface occupancy stipulation or deferring them until completion of the Rawlins RMP Amendment and, as a result, has not complied with its own applicable guidance.</p>	<p>See Comment 12. Additionally, this is a comment to the Rawlins RMP and is outside the scope of this document.</p>
15	<p><u>Biodiversity Conservation Alliance:</u> Parcels 1, 30, 47, 48, 49, 54, 56, 60, 61, 63, 64, 65, 67, 68, 69, 70, 71, 72, 74, 75, 76, 77, 78, 79, 80, 81, 83, 84, and 97 are entirely or partially in sage grouse Core Areas according to our maps. Under Instruction Memorandum No. WY-2010-013, lands falling within sage grouse Core Areas that are primarily under BLM ownership and are not extensively leased should not be offered for oil and gas leasing. Given the pendency of the Sage Grouse Plan Amendment EIS, and the perilous status of the sage grouse with regard to Endangered Species listing, these lands should all be deferred from leasing pending an outcome of the RMP amendments.</p>	<p>All parcels have been analyzed consistent with WY-IM-2012-019 'Greater Sage-Grouse Habitat Management Policy on Wyoming BLM Administered Public Lands Including the Federal Mineral Estate' to determine whether the parcel should be offered for sale or deferred until the ongoing RMP Amendments are completed. As noted in Appendix A, parcels 1, 48, 67, 68, 70, 71, and 97 have been partially deferred to exclude either those portions within an area containing at least 11sq miles of contiguous, unleased federal mineral estate or those portions within 0.6 miles of an occupied sage grouse lek. Parcels 30, 54, 63, 64, 65, 69, 74-84 have been deferred in whole and parcels 47, 49, 56, 60, 61, and 72 are proposed for sale because they do not meet the criteria outlined in WY IM 2012-019.</p>
16	<p><u>Biodiversity Conservation Alliance:</u> We agree with BLM's proposal to defer in whole or in part the offering of Parcels 1, 30, 48, 54, 63, 64, 65, 67, 68, 69, 70, 71, 72, 74, 75, 76, 77, 78, 79, 80, 81, 83, 84, and 97 as shown in Appendix A, which fall entirely or partially within Core Areas.</p>	<p>Comment acknowledged.</p>
17	<p><u>Biodiversity Conservation Alliance:</u> We are confused with the statement in the EA that some or all of 20 parcels are marked for deferral in the Proposed Action (EA at 1); the number that are recommended for deferral in Appendix A is 24 by our count.</p>	<p>Nineteen (19) parcels were deferred, partially or wholly, as a result of the sage grouse screen required by WY IM 2012-019 and were excluded from detailed analysis. An additional eight (8) parcels were deferred, partially or wholly, as a result of SD discretion. These 8 parcels were analyzed in detail in alternative B; some of these parcels had portions deferred for both reasons (48, 68, 70, and 71). In sum, 23 parcels were deferred, partially or wholly, for reasons related to greater sage-grouse habitat conservation land-use planning efforts. The full deferral/offer determinations for all parcels, are found in Appendix A. Parcels specifically deferred under WY IM 2012-019, and not analyzed in detail, are found in Appendix C. Parcels deferred by the State Director are found in Appendix F.</p> <p>The text in the EA has been changed to reflect this.</p>

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18	<p><u>Biodiversity Conservation Alliance:</u> The BLM apparently proposes to auction Parcels 47, 49, 56, 60, 61, and 72, which are entirely or partially within Core Areas. These parcels should be deferred from sale even if they are not part of 11 square miles of unleased mineral estate held by BLM.</p>	<p>All parcels have been analyzed consistent with WY-IM-2012-019 ‘Greater Sage-Grouse Habitat Management Policy on Wyoming BLM Administered Public Lands Including the Federal Mineral Estate’ to determine whether the parcel should be offered for sale or deferred until the ongoing RMP Amendments are completed.</p>
19	<p><u>Biodiversity Conservation Alliance:</u> 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. 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, including one that involves the north end of the Kinney Rim and several lease parcels in this sale, to be managed for no future leasing for oil and gas development.</p>	<p>BLM and US Forest Service are currently engaged preparing an amendment to the nine land use plans to evaluate the status of sage grouse and to incorporate results and recommendations from recent studies, such as those referenced in the BCA comment into BLMs land use planning process. In accordance with IM 2010-110, Change 1 and Lease Notice No. 3 any new standards /mitigation/ stipulations coming forth from that process can be applied to post-lease actions.(i.e., APDs, Sundry Notices, Rights-of-Way, etc.</p> <p>IM 2004-110 Change 1 states, “A decision temporarily to defer could include lands that are designated in the preferred alternative of draft or final RMP revisions or amendments . . .” (emphasis added). The sage grouse amendments have not designated a preferred alternative to date; consequently the request deferral is outside the policy of the IM.</p> <p>All parcels for the May 2013 proposed sale have been analyzed consistent with WY-IM-2012-019 ‘Greater Sage-Grouse Habitat Management Policy on Wyoming BLM Administered Public Lands Including the Federal Mineral Estate’ to determine whether the parcel should be offered for sale or deferred until the ongoing RMP Amendments are completed. The SD has used his discretion to defer parcel 31 which is partially located within the Kinney Rim Citizens Proposed Wilderness area in addition to parcels 32, 33 and 34.</p>
20	<p><u>Biodiversity Conservation Alliance:</u> In addition, Parcels 2, 3, 4, 5, 7, 8, 9, 13, 19, 23, 27, 28, 51, 62, 82, 85, and 95 are outside designated sage grouse Core Areas but contain or are in close proximity to one or more occupied sage grouse leks. The current standard sage grouse stipulations that apply outside Core Areas are biologically inadequate. 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 either the following combination:</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 	<p>All parcels for the May 2013 proposed sale have been analyzed consistent with WY-IM-2012-019 ‘Greater Sage-Grouse Habitat Management Policy on Wyoming BLM Administered Public Lands Including the Federal Mineral Estate’ and are in compliance with the existing land use plans as required by 43 CFR 1610.5. Additionally, site specific NEPA analysis will occur at the development stage that will analyze resource conflicts and identify mitigation for specific impacts. In accordance with IM 2010-110, Change 1 and Lease Notice No. 3 any new standards/ mitigation/ stipulations coming forth from that process can be applied to post-lease actions (i.e., APDs, Sundry Notices, Rights-of-Way, etc.).</p>

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	<p>also production-related vehicle traffic and human presence;</p> <ul style="list-style-type: none"> No overhead powerlines within 5 miles of leks, or new Timing Limitation Stipulations that extend 3 miles from the lek and restrict production-related activities in addition to drilling and construction, as has been proposed by BLM under the Lander RMP DEIS (Record 4095) , paired with a prohibition on overhead power lines within 5 miles of leks. 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. 	
21	<p><u>Biodiversity Conservation Alliance</u>: Outside Core Areas, current sage grouse lease stipulations provide an NSO stipulation of ¼ mile around active sage grouse leks. This is a ridiculously inadequate amount of protection for the lekking grouse during the breeding period, nevermind for hens nesting on lands surrounding the lek. Studies have shown that the majority of hens nest within 3 miles of a lek, and that a 5.3-mile buffer would encompass almost all nesting birds in some cases. For Core Areas, the most scientifically supportable metric for NSO buffers would be 2 miles from the lek to protect breeding birds (after Holloran 2005, finding impacts from post-drilling production extend 1.9 miles from the wellsite) 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> <p>...Thus, the prohibition of surface disturbance within 3 miles of a sage-grouse lek is the absolute minimum starting point for sage-grouse conservation.</p>	See Comment 20.
22	<p><u>Biodiversity Conservation Alliance</u>: 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.</p> <p>Wyoming Game and Fish Department biologists have reached a consensus that the Timing Limitation Stipulations proposed for sage-grouse in this lease sale are</p>	See Comments 2 and 20. The Wyoming Game and Fish Department was consulted at several points during this lease sale review process.

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	<p>ineffective in the face of standard oil and gas development practices. ...</p> <p>...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>	
23	<p><u>Biodiversity Conservation Alliance</u>: The restrictions contained in IM No. WY-2010-012 come nowhere close to offering sufficient on-the-ground protection to sage-grouse leks. Within Core Areas, the IM allows surface disturbing activity and surface occupancy just six tenths (0.6) of a mile from “occupied or undetermined” leks, a far cry from the science-based 3-mile buffer recommended by field biologists. Even less protective, restrictions outside Core Areas allow surface disturbing activities and surface occupancy as close as one quarter (0.25) of a mile from leks. BLM has too great an abundance of data to the contrary to continue with scientifically unsound stipulations as used in IM WY-2010-012 and the current Notice of Competitive Oil and Gas Lease Sale. This is especially clear in light of the U.S. Fish and Wildlife Service’s recent finding that listing the greater sage-grouse as endangered or threatened under the Endangered Species Act is warranted, but precluded by other priorities. If the BLM and other federal agencies intend to keep the sage-grouse from accelerating beyond other listing priorities, more protective measures, in adherence with the scientific recommendations of Holloran, Braun, and others, must be undertaken now.</p>	<p>It is beyond the scope of this EA to address the validity and/or perceived inadequacies of IM 2010-012. All parcels for the May 2013 proposed sale have been analyzed consistent with WY-IM-2012-019 ‘Greater Sage-Grouse Habitat Management Policy on Wyoming BLM Administered Public Lands Including the Federal Mineral Estate’ to determine whether the parcel should be offered for sale or deferred until the ongoing RMP Amendments are completed. The USFWS and concurred with the State of WY Core Area Strategy which was subsequently adopted in WY IM 2012-019.</p>
24	<p><u>Biodiversity Conservation Alliance</u>: 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</p>	<p>All stipulations that have been added to selected parcels are in compliance with existing land use plans. Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis and as stated in Section 1.3 of the EA, BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be leased, or if leased, whether or not the lease would be explored or developed or at what intensity (spacing) development may occur. As further stated in Section 1.3 of the EA, “additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p>

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	issue at all.	
25	<p><u>Biodiversity Conservation Alliance</u>: 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>All parcels for the May 2013 proposed sale have been analyzed consistent with WY-IM-2012-019 ‘Greater Sage-Grouse Habitat Management Policy on Wyoming BLM Administered Public Lands Including the Federal Mineral Estate’ to determine whether the parcel should be offered for sale or deferred until the ongoing RMP Amendments are completed.</p> <p>The Greater Sage-grouse RMP Amendments EIS is analyzing a variety of alternatives and protections for sage grouse habitat, including oil and gas leasing. The sage grouse amendments have not designated a preferred alternative to date; consequently the request deferral is outside the policy of the IM.</p>
26	<p><u>Biodiversity Conservation Alliance</u>: BCA recommends against the sale of any lease parcels which contain sage-grouse leks, nesting habitat, breeding habitat, wintering habitat and brood-rearing habitat. We request that these parcels be withdrawn from the lease sale. Failing withdrawal of the parcels, parcel-by-parcel NEPA analysis should occur (we have seen no evidence of this in the November 2012 Leasing EA), and NSO stipulations must be placed on all lease parcels with sage-grouse leks. In addition, three-mile buffers must be placed around all leks. It is critical that these stipulations be attached at the leasing stage, when BLM has the maximum authority to restrict activities on these crucial habitats for the protection of the species, and that no exceptions to the stipulations be granted. BLM’s failure to do so will permit oil and gas development activities which will contribute to declining sage-grouse populations and ultimately listing by the U.S. Fish and Wildlife Service as a threatened or endangered species, in violation of BLM’s duty to take all actions necessary to prevent listing.</p>	<p>We assume that you mean the May 2013 Leasing EA, not the November 2012 Leasing EA.</p> <p>See Comment 29.</p>
27	<p><u>Biodiversity Conservation Alliance</u>: Parcel 88 is within elk crucial winter range. Parcels 2, 10, 19, 21, 29, 86, 88, 91, and 93, appear to involve antelope crucial winter range. In addition, Parcels 1, 2, 3, 5, 19, 20, 24, 25, 26, 46, 31, 33, 91, 92, 93, 94, 95, and 97 are in mule deer crucial winter range. It would be prudent for BLM not to commit these lands for a 10-year period during which the leaseholders would possess some right to explore and produce oil and gas on their leaseholds. A comprehensive analysis of the level of crucial winter range conservation necessary to maintain herd populations at or above targets needs to be undertaken; we urge BLM to defer such parcels until this analysis is complete, in order to avoid foreclosing on options for conservation.</p>	<p>These parcels are located in areas identified as open to oil and gas leasing in the existing land use plans. Stipulations have been added to these parcels to mitigate for resource impacts, as appropriate.</p>

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28	<p><u>Biodiversity Conservation Alliance</u>: 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 upcoming lease sale.</p>	<p>Consistent with the MOU, the Wyoming Game and Fish Department (WGFD) participates in BLM RMP and NEPA processes as a cooperating agency. Through their cooperating agency status they participate in defining alternatives, they providing input and guidance on management decisions, including those that affect wildlife and fisheries. Note: All of the parcels recommended for offer at the May 2013 lease sale are in areas identified in the governing RMPs as available for lease. Also consistent with the MOU, WGFD is provided opportunities to participate in the leasing process. They are provided a copy of the lease parcel and are invited to provide comments to BLM as part of the parcel review and EA preparation process, (see Section 6) of the EA. They are also provided an opportunity to give comments on the EA through the public comment period.</p>
29	<p><u>Biodiversity Conservation Alliance</u>: 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.</p> <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 leasing stage, not the APD stage.</p> <p>Attached to some of the parcels listed above is a timing limitation stipulation prohibiting drilling between November 15 and April 30 for "protecting big game on crucial winter range." These are, however, not total prohibitions on drilling during the stressful winter period. Exceptions to the stipulations are regularly—almost</p>	<p>Table 12 and Appendix B provide all of the stipulations that are proposed to be applied to each lease parcel recommended for offered at the November 2012 lease sale, including timing limitation stipulations for crucial big game winter range. These stipulations provide the foundation for more extensive mitigation that could by applied should a post lease exploration or development proposal occur. Consistent with IM 2004110, Change 1 more extensive/ expansive/ restrictive mitigation, including adaptive management, could be developed during the site-specific NEPA analysis that would be required to address any specific post-lease exploration or development actions that are proposed. The stipulations are based on the current RMPs. Additionally, those portions of parcels which intersect a 0.6 mile sage grouse lek buffer have been deferred from sale.</p>

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	<p>automatically—granted anytime a lessee requests it... ...Under the Lander RMP EIS, BLM proposes a Timing Limitation on surface disturbing and disruptive activities during the winter season of use in the agency’s Preferred Alternative. Disruptive activities would include vehicle traffic and human presence at the wellpad, which disturb wintering big game. These are the type of TLS stipulations that need to be applied to winter range, parturition areas, and migration corridors for the upcoming lease sale.... ...Clearly, the timing limitation stipulation applicable to the Crucial Winter Range Parcels is not in compliance with the State of Wyoming’s policies and plans regarding the protection of wildlife. The timing stipulation, standing alone, does not ensure protection of habitat function. There is absolutely no guarantee, or even the remote likelihood that the location, essential features, and species supported on the crucial winter range will remain “unchanged.”</p>	
30	<p><u>Biodiversity Conservation Alliance</u>: For parcels intersecting migration corridors to be offered at auction, special timing limitation stipulations should be attached that prevent construction, drilling, or production-related activity and vehicle traffic on the lease during the migration periods. To these parcels, BLM should attach stipulations that prohibit not just construction activity but also project-related vehicle traffic and human presence at the wellsite within 0.5 mile of the migration corridor during its season(s) of use.</p>	<p>Absent a definitive development proposal BLM cannot determine whether or not, or to what extent a migration corridor might be affected. Should development be proposed, additional site-specific NEPA analysis would be conducted, which would include addressing big game migration if the proposal would fall within a migration area. This environmental documentation would provide site-specific analysis for the proposed action to address mitigation like that presented in the comment and consistent with IM 2004-110, Change 1 would consider implementation of BMPs to reduce or eliminate impacts to migration corridors.</p>
31	<p><u>Biodiversity Conservation Alliance</u>: 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. It is apparent there has been no attempt to resolve inconsistencies between what BLM’s stipulation provides and what Wyoming’s mitigation policy requires.</p>	<p>The effectiveness and suitability of the winter timing stipulation is outside the scope of this EA. Stipulations are applied in accordance with the RMP.</p>
32	<p><u>Biodiversity Conservation Alliance</u>: We 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</p>	<p>These parcels are located in areas identified as open to oil and gas leasing in the existing land use plans.</p> <p>Absent a definitive development proposal BLM cannot determine what affects may occur on a given parcel, or whether or not a future development proposal would result in undue or unnecessary degradation.</p>

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	degradation that, while necessary . . . is undue or excessive.” Mineral Policy Center v. Norton, 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.	
33	<p><u>Biodiversity Conservation Alliance:</u> Due to the lack of a “hard look” at impacts to Wyoming pocket gopher on a parcel-by parcel basis, it is difficult to comment on this Lease EA....</p> <p>... As a BLM Sensitive Species, the BLM should refrain from approving or conducting any activity that could harm Wyoming pocket gophers or their habitat. Stipulations and mitigation measures proposed to date cannot guarantee adequate protection for the species, as so little data has been collected to establish its breeding patterns and habitat continuity, among other variables.</p>	<p>Table 3-1 identifies which parcels on the May 2013 lease parcel list potentially contain Wyoming pocket gophers and or their habitat. Absent a definitive development proposal BLM cannot determine whether or not, or to what extent the Wyoming pocket gopher might be affected. The EA at Section 4.2.2.2 does generally disclose that surface disturbance would potentially result in habitat fragmentation as well as short- and long-term habitat losses. Should development be proposed, additional site-specific NEPA analysis would be conducted, which would include addressing Wyoming pocket gopher if the proposal would fall within their habitat as identified through both a records review, onsite inspection and consultation with WYGFD as appropriate. This environmental documentation would provide site-specific analysis for the proposed action to address mitigation as necessary.</p>
34	<p><u>Biodiversity Conservation Alliance:</u> First, it was our understanding that the leasing reforms would analyze leases on a case-by-case, site specific basis before the leasing decision is made, instead of deferring site visits until the APD phase. Second, as no specific representations are made in the EA concerning how locations will be “adjusted to minimize habitat loss,” it is impossible for either the reader or the BLM to reach any conclusion whatsoever regarding the effectiveness of these “adjustments” and therefore conclude whether or not significant impacts are likely to occur. These parcels should therefore be deferred until a real impact analysis is undertaken.</p>	<p>Site visits of all parcels were conducted as described in section 3.1.1 of the EA.</p> <p>Absent a definitive development proposal BLM cannot determine whether or not, or to what extent the Wyoming pocket gopher might be affected. The EA at Section 4.2.2.2 addresses that surface disturbance would potentially result in habitat fragmentation as well as short- and long-term habitat losses. Should development be proposed, additional site-specific NEPA analysis would be conducted, which would include addressing Wyoming pocket gopher if the proposal would fall within their habitat.</p> <p>The May 2013 lease parcel EA meets the requirements of IM 2010-117.</p>
35	<p><u>Biodiversity Conservation Alliance:</u> No lease parcels which contain known and potential Wyoming pocket gopher habitat should be offered until a full NEPA analysis on impacts to this BLM Sensitive Species is performed and appropriate stipulations are formulated and attached to ensure the viability of pocket gopher populations in the area.. We request that these parcels be withdrawn from the lease sale. Failing withdrawal of the parcels, it is critical that NEPA analysis occur on each parcel before leasing, and NSO stipulations be placed on all lease parcels containing known and potential Wyoming pocket gopher habitat. These stipulations should be attached at the leasing stage, when BLM has the maximum</p>	<p>See Comment 33</p>

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	authority to restrict activities on these crucial habitats for the protection of the species, and that no exceptions to the stipulations be granted.	
36	<p>Biodiversity Conservation Alliance: A number of the analyzed parcels are located within important white-tailed prairie dog habitat (Parcels 5-10, 12, 13, 14, 29, 50, 51, 53, 62, 93, and 94), including the Dap prairie dog complex, a candidate for black-footed ferret reintroduction....</p> <p>... The BLM has not considered the information contained within these documents as part of a National Environmental Policy Act (NEPA) analysis of the impacts of oil and gas development authorized by the leasing of the protested parcels on white-tailed prairie dogs or associated species, including black-footed ferrets. We hereby incorporate the following documents by reference: ...</p> <p>... The BE recommends the following Best Management Practices for oil and gas development to remedy this situation on p. 4-2:</p> <p>“No further oil and gas exploration and development should be allowed into occupied prairie dog colonies, or the BLM should apply a Condition of Approval (COA) on all Applications for Permit to Drill (APDs) within areas containing known populations of WTPDs that protects rearing of young from April 1 through July 15. When possible, a No Surface Occupancy stipulation should be applied to all occupied and recovering prairie dog habitat for well pads or ancillary facilities (e.g. compressor stations, processing plants, etc.) within 1/8th mile of WTPD habitat. When possible, no seismic activity should be allowed in occupied or recovering prairie dog habitat.”</p> <p>Though BLM has prepared new RMPs since this BE was written, none of the new RMPs incorporated the above BMPs recommended in the BE. They should be incorporated now prior to issuing any leases in these areas.</p>	<p>The parcels analyzed under this EA have been reviewed in accordance with BLM’s Special Status Species Policy outlined in BLM Manual 6840 and IM WY2010-027; (Update of the Bureau of Land Management, Wyoming, Sensitive Species List - 2010), which is addressed in Section 3.2.2.3 of the EA.</p> <p>The specific language from the BE states : " the following BMPs are to be considered on a case by case basis at the project level, and implemented where appropriate to further protect the WTPD." RMP Maintenance Actions would have only adopted Conservation Measures committed to in a BA.</p> <p>These parcels are located in areas identified as open to oil and gas leasing in the existing land use plans. Stipulations have been added to these parcels to mitigate for resource impacts, as appropriate (See Table 12 of the EA) and any development proposals received in the future, should the parcel be sold and developed, would be reviewed based on the most current information available.</p>
37	<p>Biodiversity Conservation Alliance: Parcels 56, 66, 67, 70, and 71 fall within or partially within the Kinney Rim North citizens’ proposed wilderness area. Parcels 14, 19, 20, 22, 24, 25, 26, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 57 fall partially or entirely within the Adobe Town citizens’ proposed wilderness and the Adobe Town Very Rare or Uncommon area. Parcels 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, and 45 are on lands that the BLM has determined to possess wilderness qualities, as does Parcel 9, according to the EA, which is outside citizens’ proposed wilderness. Parcels 8, 9, 11, 14, 15, 16, 17, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 66 also appear to fall within the Adobe Town Dispersed Recreation Use Area as outlined</p>	<p>Lands with wilderness characteristics are adequately addressed in Sections 3.2.3 and 4.2.3 of the EA. The EA is in compliance with IM -2011-154 ‘Requirement to Conduct and Maintain Inventory Information for Wilderness Characteristics and to Consider Lands with Wilderness Characteristics in Land Use Plans’. The DRUA is addressed in Section 3.2.8 and 4.2.12 of the EA. The State Director has subsequently used his discretion to temporarily defer offering parcels 31, 32, 33 and 34.</p>

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	<p>in the Rawlins Resource Management Plan. We would like to have the opportunity to accompany BLM on a site visit of all parcels proposed to be auctioned in citizens' proposed wilderness should there be an inclination to move forward with leasing these parcels at some point in the future.</p> <p>These citizens' proposed wilderness units, involving both the deferred parcels and the parcels not proposed for deferral, have not been field inventoried by BLM since approximately 2003 (and it is questionable whether a thorough field agency has ever been attempted by the agency), and the 2003 inventory does not follow the guidelines of the new inventory manual. There has been considerable controversy regarding BLM's disposition of these lands as regards their wilderness characteristics, and the BLM has repeatedly issued conflicting accounts of its findings in this regard. In addition, BLM has the option to manage these plans to protect the wilderness characteristics that are documented to occur here. We recommend all these parcels not already slated for deletion be deferred pending new wilderness inventories to be conducted pursuant to BLM IM 2011-154, or deleted from the sale.</p>	
38	<p><u>Biodiversity Conservation Alliance</u>: These parcels will hereinafter be referred to as the Special Values Parcels. Because all of these parcels lie in or very near Citizens Proposed Wilderness areas or BLM Wilderness Study Areas they clearly have special values, such a wildness and remoteness characteristics and the ecological services typical of such areas (such as greater biological diversity and better water quality), even if BLM does not recommend them for wilderness designation. The fact that BLM did not recommend CWP areas for wilderness designation does not change these special and unique wilderness values. We are certain BLM is well aware of these special values, as well as the WSA areas it has recommended for wilderness designation.</p>	Comment noted.
39	<p><u>Biodiversity Conservation Alliance</u>: The impacts to these wilderness-quality lands has not been analyzed thoroughly, either in the EA, or in RMP-level NEPA documents thus far. Leasing these parcels without No Surface Occupancy (NSO) stipulations could irretrievably destroy the wilderness character of these areas. ... It is imperative that these parcels be withdrawn from the lease sale until such time as BLM has met its legal obligation under FLPMA to re-evaluate these lands for potential inclusion as 'Lands with Wilderness Character' ("LWCs"). At the very least, BLM should consider a "no action" alternative before selling these leases. At the lease stage, the "no action" alternative is, of course, the option</p>	Lands with wilderness characteristics are adequately addressed in Sections 3.2.3 and 4.2.3 of the EA. The EA is in compliance with IM -2011-154 'Requirement to Conduct and Maintain Inventory Information for Wilderness Characteristics and to Consider Lands with Wilderness Characteristics in Land Use Plans'. The State Director has subsequently used his discretion to temporarily defer offering parcels 31, 32, 33 and 34.

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	of not selling the lease. 42 U.S.C. § 4332(2)(E); 40 C.F.R. § 1502.14(d). Alternatively, BLM should consider an alternative whereby BLM subjects these lease parcels to NSO stipulations. In both situations, BLM would preserve its ability to preclude surface use of these parcels and thereby preserve its ability to properly account for wilderness values through site-specific NEPA analysis.	
40	<u>Biodiversity Conservation Alliance</u> : IM 2004-110 Change 1 requires BLM to “evaluate the application of BMPs when taking leasing actions.” (See also WO IM 2004-194.) The Documentation of Land Use Plan Conformance and NEPA Adequacy (DNA) prepared by the Field Offices where these parcels are located give no indication there was any evaluation of applying BMPs to the CWP and WSA parcels in order to protect their values. Because neither the DNAs nor the underlying Resource Management Plans (RMPs) evaluated the application of BMPs to these parcels, IM 2004-110 Change 1 (Change IM) was violated. No evaluation of the potential application of BMPs has occurred prior to offering the parcels for sale.	This comment lacks merit. The parcels proposed for inclusion on the on the May 2013 lease were evaluated through attached EA. There is no DNA for these parcels.
41	<u>Biodiversity Conservation Alliance</u> : The leases at issue here contain a number of stipulations intended to protect resources. Many of them are timing limitation stipulations intended to protect big game, sage grouse, or raptors. While these stipulations may help protect these specific resources temporarily, they do not prohibit development; as IM 2004-110 Change 1 recognizes, “[O]ften BMPs, applied as either stipulations or conditions of approval, are more effective in mitigating impacts to wildlife resources than stipulations such as timing limitations or seasonal closures.” Thus, the existing stipulations attached to these parcels are not enough, standing alone, to meet the requirements of the Change IM. BMPs must also be evaluated before leases are offered for sale, and there is no indication this occurred for these parcels. Without identifying and evaluating the efficacy of BMPs before leases are offered for sale, BLM has no idea whether BMPs would be able to mitigate impacts within acceptable limits. See e.g., 43 U.S.C. § 1732(b) (requiring BLM to prevent unnecessary or undue degradation.). Evaluating the lease stipulations proposed against those proposed by BLM under the Lander RMP DEIS, for example, would be an instructive exercise that might lead to a better decision.	<p>See Sections 4.2.1.4 and 4.2.2.3 for discussions concerning BMPs. All parcels in Alternative B are located in areas open to oil and gas leasing in accordance with the land use plans.</p> <p>All stipulations that have been added to selected parcels are in compliance with existing land use plans.</p> <p>Absent a definitive development proposal it is not possible for a more specific impact a and/or cumulative effects analysis and as stated in Section 1.3 of the EA, BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be leased, or if leased, whether or not the lease would be explored or developed or at what intensity (spacing) development may occur. As further stated in Section 1.3 of the EA, “additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p> <p>In accordance with IM 2010-110, Change 1 and Lease Notice No. 3 any new standards/mitigation/stipulations coming forth from that process can be applied to post-lease actions. (i.e., APDs, Sundry Notices, Rights-of-Way, etc.).</p>
42	<u>Biodiversity Conservation Alliance</u> : There is no indication BLM identified or evaluated the BMPs referenced in IM 2004-194 in the context of the site-specific conditions and circumstances presented by the delineated lease parcels being offered for sale. BLM did	See Comment 41.

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	<p>not even evaluate the application of BMPs that should be “considered in nearly all circumstances,” such as requirements for camouflage painting and construction of roads to a standard “no higher than necessary.” Certainly such BMPs can be identified, evaluated, and required, as effectively at the leasing stage as the application for permit to drill (APD) stage. Indeed, a front-end analysis of BMPs provides a measure of certainty for the lessee and, most importantly, may reveal that BMPs, alone, may be inadequate to mitigate impacts within acceptable limits, thus indicating the need for more robust lease stipulations. Moreover, it may behoove BLM to require the BMPs as a lease stipulation rather than as a condition of approval. Additionally, front-end evaluation of BMPs may indicate that BLM may be unable to mitigate impacts within acceptable limits and, therefore, the lease should either be subject to an NSO stipulation or withdrawn from sale (i.e., through selection of a “no action” alternative). There is no doubt that IM 2004-110 Change 1 is intended to apply to leasing. The IM specifically applies to fluid minerals leasing actions. It is not the intent of the Change IM with respect to BMP evaluation, that it be applied at the APD stage. That had already been very specifically accomplished with IM 2004-194 issued on June 22, 2004. The Change IM was issued on August 16, 2004, after IM 2004-194, to fill in gaps in the leasing program guidance provided by IM 2004-110. Thus, while BLM may further consider and refine BMPs at the APD stage, it nevertheless must evaluate their application at the leasing stage. There is no indication in the Documentations this was done for any of the parcels listed in the table above, despite the clear language in the Change IM that BLM “shall also evaluate the application of BMPs” at the leasing stage.</p>	
43	<p><u>Biodiversity Conservation Alliance</u>: Additionally, there is no question that BLM has ongoing authority and responsibility to consider the wilderness values of an area, especially where an area has been proposed for wilderness consideration by private citizens. IM 2003-275 recognizes this authority and that citizens’ wilderness proposal areas may contain a number of values that are not protected by the above stipulations, such as providing solitude and preserving areas that do not have significant signs of human use or development. The stipulations which would be applied to these parcels do not protect these kinds of values which clearly exist in the CWP parcels. BLM’s failure to evaluate BMPs as a way to protect these values violated IM 2004-110 Change 1 and IM 2003-275.</p>	<p>Lands with wilderness characteristics are adequately addressed in Sections 3.2.2.4 and 4.2.3 of the EA. The EA is in compliance with IM -2011-154 ‘Requirement to Conduct and Maintain Inventory Information for Wilderness Characteristics and to Consider Lands with Wilderness Characteristics in Land Use Plans’. The State Director has subsequently used his discretion to temporarily defer offering parcels 31, 32, 33 and 34.</p> <p>Also see comment 48.</p>
44	<p><u>Biodiversity Conservation Alliance</u>: Interestingly, for the Rawlins Field Office Parcels 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 31, 33, 34, and 35, BLM’s Appendix D states</p>	<p>From EA sections 3.2.3 and 4.2.13: Offering the 22 parcels in the DRUA at the May 2013 lease sale would not compromise BLM’s ability to select any of the alternatives</p>

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	<p>in relevant part, in response to whether parcels were within citizens' proposed wilderness, "Yes, Because the lands to be unmanageable as wilderness because of preexisting oil and gas leases, we elected to drop them from further consideration." These parcels were accorded the full slate of wilderness characteristics in BLM's Appendix D analysis. At the time that the Rawlins RMP ROD was approved, this may have been true, but many of the leases have expired having not had the due diligence of production performed on them, despite falling within the Cherokee West seismic project, which provided leaseholders with detailed geophysical data for the area. Today, the vast majority of this area is unleased, as evidenced by the unleased lands being nominated for auction in the November lease sale. This development constitutes 'significant new information' and changed circumstances under NEPA which the BLM must consider in detail; we petition BLM under 5 USC § 555(e) to reconsider its decision to offer these lands for lease under the Rawlins RMP, and call upon the agency to render a new Decision under its VRM Plan Amendment to reclassify these lands as 'no leasing' or 'NSO only' areas to protect the important viewsheds they encompass, both for the sake of wilderness characteristics within the units themselves and the importance that protecting these viewsheds has for visitors to scenic overlook points along the Skull Creek Rim, within Adobe Town WSA.</p>	<p>being analyzed in the pending RMP Amendment. All of the Adobe Town DRUA has numerous existing oil and gas leases. Approximately 80 percent of the DRUA is currently occupied by existing leases. Adding these 22 leases will not substantially increase the percentage of the area leased. Because the leases would be offered under the existing VRM III Classification the standard Class II VRM CSU stipulations would not be applied. This stipulation, along with the authority the BLM has to condition approval of lease development actions with reasonable measures to protect natural resources and environmental quality will ensure that by offering these lease parcels the BLM will not limit the choice of reasonable alternatives in the ongoing VRM amendment to the Rawlins RMP. Also see Comment 48.</p> <p>Please note that the State Director has subsequently used his discretion to temporarily defer offering parcels 31, 32, 33 and 34.</p>
45	<p><u>Biodiversity Conservation Alliance</u>: BLM is currently in the RMP amendment process for the Rawlins RMP for both Visual Resource Management and sage grouse conservation. The VRM amendment is intertwined with the Adobe Town parcels in question, because the Adobe Town Very Rare or Uncommon state designation was specifically established in part to protect scenery, and BLM must consider granting protections to the scenic resources of this area under its FLPMA authority, as part of NEPA's Range of Alternatives requirement. In this case, clearly the BLM has failed to take the necessary 'hard look,' as the Very Rare or Uncommon designation, the purpose of which is to recognize and protect a variety of resources including scenery, is clearly incompatible with industrial-scale development. The fact that the VRU designation itself confers protection only from non-coal surface mining due to the circumscribed authority possessed by EQC under the statute in no way conflicts with the purpose of the designation, which is to recognize and grant protection to resource values found to be very rare or uncommon in the state. And where the Wyoming Environmental Quality Act does not contain the authority to limit oil and gas leasing and development, the BLM has full authority over this aspect, and we expect the agency to</p>	<p>State of Wyoming "very rare or uncommon" area designations are addressed in Section 3.2.3 of the EA.</p>

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	exercise it.	
46	<p><u>Biodiversity Conservation Alliance</u>: BLM also has the obligation to consider expanding Class I VRM management beyond the boundaries of the Adobe Town WSA as part of the terms of its February settlement with BCA and other groups over the Rawlins RMP. Leasing these parcels absent NSO stipulations forecloses the option of applying protections for the Adobe Town VRU area and applying Class I VRM protections to the lands neighboring the Adobe Town WSA, in violation of the terms of the settlement. BLM is also obligated to consider applying Class II VRM status to all lands in the Adobe Town Dispersed Recreation Use Area (DRUA) under the settlement, which includes the Kinney Rim lease parcels. BLM is therefore put on notice that BCA believes the offering of these leases places BLM in violation of the settlement and good-faith efforts to resolve this issue must commence.</p>	<p>A draft of the Rawlins Field Office VRM Amendment is in the final stages of development and a Final Draft and a Decision Record has not been released. A decision regarding the expansion of VRM Class I protections to the lands neighboring Adobe Town WSA and Class II protections to the Adobe Town DRUA have not been determined at this time. The State Director has subsequently used his discretion to temporarily defer offering parcels 31, 32, 33 and 34.</p>
47	<p><u>Biodiversity Conservation Alliance</u>: BLM has the ongoing authority and responsibility to consider the wilderness values of an area before it authorizes the sale of leases which intrude upon Citizen Wilderness Proposal areas. The U.S. District Court for the District of Utah recently underscored this duty with its decision in Southern Utah Wilderness Alliance v. Norton, Case No. 2:04CV574 DAK. The Court held that BLM violated NEPA by issuing leases in areas proposed for wilderness without taking a hard look at the no-leasing alternative and by failing to consider significant new information about wilderness values and characteristics of the parcels. The Rawlins RMP contains a similar error of law. The BLM should take the hard look at a no-leasing alternative for these parcels and give adequate consideration to the wilderness values and characteristics of the parcels. All of the special values parcels should be withdrawn from the sale.</p>	<p>IM-2011-154 is the current BLM policy and is compliant with Sections 201 and 202 of the Federal Land Policy Management Act. IM2011-154 supersedes all previous guidance on LWCs. This EA has been conducted in compliance with IM-2011-154. The State Director has subsequently used his discretion to temporarily defer offering parcels 31, 32, 33 and 34.</p>
48	<p><u>Biodiversity Conservation Alliance</u>: BLM's failure to evaluate lease parcels for locations in important viewsheds is a troubling violation of NEPA's hard look requirements. BLM is well aware that a number of these parcels are prominent in the foreground or middleground viewsheds of key observation points in the Adobe Town DRUA. Some of these observation points inside the Adobe Town Wilderness Study Area. BLM argues that the location of roads or wellpads is not known at this time, and therefore impacts cannot be assessed. However, for many of these parcels, the entire parcel is visible (indeed, obvious) from a key observation point, such as the crest of the Powder Rim or overlooks atop the Skull Creek Rim within the</p>	<p>Visual Resources are being managed in accordance with the respective RMPs. The EA at sections 3.2.9 and 4.2.13 provides discussion pertaining to visual resources and potential impacts and provides mitigation (stipulations) in accordance with the governing RMP.</p> <p>The DRUA is addressed in Section 3.2.8 and 4.2.12 of the EA.</p>

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	Adobe Town WSA. Any industrial development associated with oil and gas leasing on such parcels would have major impacts on visual resources. GIS technology is readily available that maps the viewsheds visible from key overlooks or areas; we have attached several analyses we undertook during the Adobe Town Very Rare or Uncommon Area state designation process. See Attachments B - F. BLM must map sensitive viewsheds and compare these to proposed leases to determine which leases will entail significant impacts on visual resources should they be developed.	
49	<u>Biodiversity Conservation Alliance:</u> Parcels 19, 20, 22, 24, 25, 26, 46, and 57 fall entirely or partially within the Monument Valley Management Area (MVMA), established under the Green River Resource Management Plan. These areas, under the Green River RMP, must be managed under VRM Class II standards. Several leases that fall within the MVMA are proposed for leasing but do not include a CSU stipulation for VRM Class II lands. These include Parcels 20, 24, 26, and 57. See EA at Table 4.0. BLM cannot offer these parcels for lease without a VRM Class II CSU stipulation.	<p>Parcels 19, 22, 24, 25, 46 have the CSU applied, Parcel 57 is outside MVMA</p> <p>A portion of 20 in MVMA does not have the CSU, Parcel 26 does not have the CSU,</p> <p>Table 3.1 has been modified to show correct VRM class and Table 4.0 has been modified to show application of CSU for these parcels.</p>
50	<u>Biodiversity Conservation Alliance:</u> The Monument Valley Management area is an Area of Critical Environmental Concern candidate area; BLM will need to make a decision on whether to designate these lands as an ACEC under the Rock Springs RMP, which is currently undergoing its NEPA analysis and review. BLM must not foreclose on options for more stringent protections, potentially including No Surface Occupancy and no leasing, that may be applied under the new RMP. While the revision is underway, these parcels should be deferred.	<p>Offering these parcels without waiting for the RMP Revision to be completed is in compliance with the BLM Land Use Planning Handbook H-1601-1, Section VII.E. which states, "Existing land use plans decisions remain in effect during an amendment or revision until the amendment or revision is completed and approved. The decisions of existing land use plans do not change. For example, if current land use plans have designated lands open for a particular use, they remain open for that use. Land use plan decisions may be changed only through the amendment or revision process."</p> <p>These parcels are located in areas open for oil and gas leasing in accordance with the land use plan.</p>
51	<u>Biodiversity Conservation Alliance:</u> Parcels 5, 6, 10, 17, 20, 24, 25, 48, 49, 58, 59, 60, 61, and 72 appear to be astride or extremely close to the Overland and/or Cherokee historic trails, which are currently being considered for National Historic Trail designation in the National Park Service's Oregon, Mormon Pioneer, California, and Pony Express Trails expansion feasibility study. Parcels 88, 91, and 96 appear to be along or very close to the Oregon/California/Mormon/Pony Express trails or one of their historic cutoff variants. For these parcels, BLM should attach a new, stronger lease stipulation to protect the settings of these historic trails, along the lines of the measure that the BLM has proposed for implementation in	Table 3-2 identifies the parcels that contain National Historic Trails and/or viewshed setting for the trails and appropriate stipulations have been applied in compliance with existing RMPs (See Table 12).

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	the Lander RMP: three-mile No Surface Occupancy with an additional two mile CSU stipulation that prohibits surface occupancy if roads or developments are visible from the trail.	
52	<u>Biodiversity Conservation Alliance:</u> Importantly, the Green River RMP is currently being revised, and thus BLM should avoid issuing leases in the Rock Springs Field Office that would preclude applying this level of protection for these important historic trails.	Offering these parcels without waiting for the RMP Revision to be completed is in compliance with the BLM Land Use Planning Handbook H-1601-1, Section VII.E. which states, “Existing land use plans decisions remain in effect during an amendment or revision until the amendment or revision is completed and approved. The decisions of existing land use plans do not change. For example, if current land use plans have designated lands open for a particular use, they remain open for that use. Land use plan decisions may be changed only through the amendment or revision process.”
53	<u>Biodiversity Conservation Alliance:</u> The Rawlins Resource Management Plan, approved in January 2009, is legally inadequate inasmuch as the EIS supporting the final ROD failed to consider an adequate range of alternatives. Among the alternatives which were reasonable and yet were not encompassed by the range of alternatives analyzed by BLM including but not limited to the Western Heritage Alternative. This alternative prescribed no future leasing in citizens’ proposed wilderness as well as designation of a Powder Rim ACEC, neither of which was considered in detail under any alternative in the EIS. This alternative had broad public support (both within Wyoming and nationally), and was deemed worthy of detailed consideration by Governor Freudenthal in official public statements. The BLM’s rationale for eliminating this alternative from detailed consideration was fatally flawed (i.e., the concept that not allowing surface occupancy for oil and gas development renders the alternative unreasonable is not supported by any fact or law, and is therefore arbitrary and capricious). Lease parcels to which this concern applies includes parcels in the Adobe Town citizens’ proposed wilderness (14, 19, 20, 22, 24, 25, 26, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 57) and in the Kinney Rim North citizens’ proposed wilderness (Parcels 56, 66, 67, 70, and 71). BLM had full authority to withdraw these lands from future reason for any reason it chose (or indeed, no reason at all) including the option of withdrawing the Adobe Town DRUA from future leasing, but failed to consider any of these options in the EIS, therefore leading to the legally flawed underpinning for this lease sale.	The Rawlins RMP went through a 30-day protest period on the land use plan decisions contained in the Proposed RMP/Final EIS in accordance with 43 CFR Part 1610.5-2. BLM received 79 protest letters that were subsequently resolved by the BLM Director, whose decision constitutes final agency action for the USDI and Record of Decision was approved on December 24, 2008. In resolution of one protest the State Director issued a remand on the visual resource management class designation and decisions. The ROD at 1.1 states, “The decision is made to approve the attached RMP (hereafter referred to as the Approved RMP) for the RFO. The Approved RMP was prepared under the authority of the Federal Land Policy and Management Act (FLPMA) (43 United States Code [U.S.C.] §1701, et seq.) and other applicable laws (43 Code of Federal Regulations [CFR] Part 1600) and includes broad land use plan decisions that provide overall direction for management of resources and resource uses within the RMPPA (emphasis added).” A determination of the legal sufficiency is beyond the scope and authority of this EA. However, the State Director has subsequently used his discretion to temporarily defer offering parcels 31, 32, 33 and 34.
54	<u>Biodiversity Conservation Alliance:</u> For Rock Springs Field Office parcels, the agency has never yet undertaken a	Lands with Wilderness Character are adequately addressed in Sections 3.2.3 and 4.2.3.

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	<p>NEPA land-use planning analysis that considers the Adobe Town citizens' wilderness proposal lands and the potential for withdrawing these lands from future leasing, as the citizens' wilderness proposal for this area post-dates the Green River RMP. As there is currently an RMP revision underway in the RSFO, these leases should not be auctioned lest BLM foreclose on options to apply no leasing or No Surface Occupancy requirements in the newly revised RMP.</p>	<p>These parcels are located in areas open for oil and gas leasing in accordance with the land use plan.</p> <p>Offering these parcel without waiting for the RMP Revision to be completed is in compliance with the BLM Land Use Planning Handbook H-1601-1, Section VII.E. which states, "Existing land use plans decisions remain in effect during an amendment or revision until the amendment or revision is completed and approved. The decisions of existing land use plans do not change. For example, if current land use plans have designated lands open for a particular use, they remain open for that use. Land use plan decisions may be changed only through the amendment or revision process."</p> <p>However, the State Director has subsequently used his discretion to temporarily defer offering parcels 31, 32, 33 and 34.</p>
55	<p><u>Biodiversity Conservation Alliance:</u> But although BLM acknowledges some of the parcels sited within the MVMA with a label "Monument Valley SMA" in the Affected Environment table, there is absolutely no mention of the MVMA in the impacts analysis section of the document.</p>	<p>Text has been added to the EA at 4.2.13 mentioning the MVMA and VRM classification.</p>
56	<p><u>Biodiversity Conservation Alliance:</u> Likewise, the Adobe Town Very Rare or Uncommon area is mentioned in the Affected Environment section. EA at 44. This area was designated by the State of Wyoming to recognize and protect scenic, geological, paleontological, archaeological/historical, and wildlife values that are very rare or uncommon within the state. Yet the BLM has made no attempt to analyze the impacts of oil and gas leasing and subsequent development on the very rare or uncommon features for which the area was designated.</p>	<p>See Comment 53.</p>
57	<p><u>Wyoming Wildlife Federation:</u> WWF and NWF support a combination of Alternative B (Proposed Action) and Alternative A (No Action). Our reason for not conforming to one of these alternatives is based on the belief that not all of the leases should be leased nor should the leases all be removed from consideration. We request that the 17 parcels listed above (Parcels: WY-1305-002, WY-1305-003, WY-1305-010, WY-1305-020, WY-1305-025, WY-1305-026, WY-1305-033, WY-1305-046, WY-1305-088, WY-1305-090, WY-1305-091, WY-1305-092, WY-1305-093, WY-1305-094, WY-1305-095, WY-1305-096, and WY-1305-097) be withdrawn from the May 2013 competitive oil and gas lease sale. Our comments are based on reasoned solutions with our decision making focused on big game crucial ranges, cold water fisheries, soils, slopes greater than 25%, greater sage-grouse core areas, and diminished hunting and wildlife-associated</p>	<p>In conformance with the RMPs and WY IM 2012-019, the May 2013 Oil and Gas Leasing EA properly makes these parcels available for leasing with the appropriate stipulations.</p>

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	recreation opportunities.	
58	<u>Wyoming Wildlife Federation:</u> Page 11, table 3.1, WY-1305-020 – what does it mean when it says, “Rock Springs only” or “Rawlins only”?	Parcels 19 and 20 have portions that occur both in the Rock Springs and Rawlins Field Offices. Based on the location of the portion of the parcel, management decisions for the parcel are specific to that Field Office’s respective RMP.
59	<u>Wyoming Wildlife Federation:</u> “The EISs for the Kemmerer, Pinedale, Green River, and Rawlins RMPs evaluated affects to crucial big game winter and parturition ranges, including overlapping winter ranges of multiple species, and concluded that areas containing the parcels addressed in this EA would be satisfactorily mitigated through the timing limitation stipulations (TLS).” All of the lease parcels we want withdrawn from the May 2013 lease sale are within crucial winter range for mule deer, pronghorn, and/or elk. Most often the lease parcel overlaps crucial winter ranges for two or more big game. Mule deer and elk are often the focus of management and a criterion for analyzing the impacts on big game. That being said, research has shown that <u>timing limitations may not be achieving their desired results....</u> ... <u>The BLM must not focus solely on timing limitations in crucial winter ranges as the primary mitigation measure for big game. There are simply some sites where wildlife disturbance and habitat degradation cannot be mitigated.</u>	See Comment 29.
60	<u>Wyoming Wildlife Federation:</u> Page 41, wildlife - “It is not possible to determine or even reasonably project at the leasing stage whether a parcel will be leased; and if it is leased whether or not it will be developed, or what the intensity level of that development may be.” This statement is unacceptable. The BLM’s criterion for the buyer of a lease parcel is that they must have the intent to develop the lease. All analysis and decisions must be made with the idea that if a pursuer of a lease is asking for it to be on the lease sale, it will in fact get bought, and subsequently developed.	Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis and as stated in Section 1.3 of the EA, BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be leased, or if leased, whether or not the lease would be explored or developed or at what intensity (spacing) development may occur. As further stated in Section 1.3 of the EA, “additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted.
61	<u>Wyoming Wildlife Federation:</u> Page 75, cumulative impacts – “Again, it is important to emphasize that at the leasing stage is not possible to predict if a parcel would be leased; if it is leased whether or not it would be developed; and if it is developed at what intensity/spacing, which is why additional NEPA is required when a definitive development proposal is received.” WWF and NWF don’t think it is important to emphasize this and believes the BLM is avoiding their responsibility of addressing impacts by not expecting these leases to be developed. Tim DeChristopher, the Utah student who bought 13 lease parcels worth \$1.7 million, was said to have bought the leases illegally because he wasn’t intending to develop the	Comment noted.

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	leases. The criterion for buying a lease parcel was within lease sale documents prior to 2010, which are no longer on the web, but said that the buyer must have the intention to develop. If buyers are expected to “intend” on developing their lease, the BLM needs to abide by that same criterion.	
62	<u>Wyoming Wildlife Federation:</u> Page 52, table 4.0 – The column labeled for Special Recreation Management Areas/Special Management Areas/Wildlife Habitat Management Area the mitigation tool associated is either controlled surface use (CSU) or no surface occupancy (NSO). The BLM then says simply applied or leaves the box blank for each parcel. The description of “applied” is not enough. Natural resource impacts may vary dramatically between CSU and NSO. Therefore, WWF, NWF and the public need to know whether a parcel, when sold, will be under either CSU or NSO.	<p>This comment applies to 9 parcels.</p> <p>A portion of parcel 1 is located in the North Platte River SRMA and has an NSO applied.</p> <p>Parcels or portions of parcels 19, 20, 22, 24, 25, 26, 46 are located in MVMA and have a CSU applied.</p> <p>Parcel 47 is listed in error and has neither a Special Recreation Management Areas/Special Management Areas/Wildlife Habitat Management Area NSO nor CSU applied.</p> <p>Table 4.0 has been modified to show either CSU or NSO.</p>
63	<u>Wyoming Wildlife Federation:</u> The displacement, habitat fragmentation, and fetal abortions are reasons WWF does not want the lease parcels to be sold within crucial winter ranges because as the EA notes, researchers such as Hall Sawyer and Joel Berger have repeatedly documented that oil and gas development negatively impacts wildlife.	Table 12 and Appendix B provide all of the stipulations that are proposed to be applied to each lease parcel recommended for offered at the November 2012 lease sale, including timing limitation stipulations for crucial big game winter range. These stipulations provide the foundation for more extensive mitigation that could be applied should a post lease exploration or development proposal occur. Consistent with IM 2004110, Change 1 more extensive/expansive/ restrictive mitigation, including adaptive management, could be developed during the site-specific NEPA analysis that would be required to address any specific post-lease exploration or development actions that are proposed. The stipulations are based on the current RMPs.
64	<u>Wyoming Wildlife Federation:</u> The BLM must analyze the number of sold leases on a landscape scale and take into consideration the cumulative loss of wildlife populations through development of those leases.	The referenced RMPs/EISs provide cumulative effects analysis for oil and gas development based on the reasonable, foreseeable oil and gas development scenario.
65	<u>Wyoming Wildlife Federation:</u> Page 62, wildlife – “Surface disturbing or disruptive activities within big game migration routes during the migration period could result in animals altering their travel routes and expending energy needed during the winter season to avoid the activity.” Again, this is unacceptable, WWF and NWF are being reasonable in asking for just 17 parcels to be withdrawn in comparison to the 81 parcels being offered.	See Comment 63
66	<u>Wyoming Wildlife Federation:</u> The BLM could very well be violating the Multiple Use and Sustained Yield Act	See Comment 64.

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	when comparing the number of leases already sold on Wyoming's public land. The fact that these leases are expected to be sold and developed within the criteria set forth by the BLM to the lease buyer reduces and in some cases eliminates other multiple uses within the same landscape.	
67	<u>Wyoming Wildlife Federation:</u> Page 63, sensitive species, and Page 64, mitigation – Several of the 17 lease parcels that WWF wants withdrawn have highly erodible soils and even more have slopes greater than 25%. These sections should include some mention of this.	Soils and slopes greater than 25% are addressed in Table 3.1 Affected Environment of the EA.
68	<p><u>Wyoming Wildlife Federation:</u> Page 66, soils – “Based on the Kemmerer, Pinedale, Rawlins, and Green River RMPs, surface disturbance is restricted or prohibited on slopes over 25 percent and also within floodplains; consequently impacts to these resources/landforms are not anticipated from post-leasing development.” Please clarify this statement. Is the BLM indicating that these lease parcels, if sold, will have a no surface occupancy stipulation? Or, is the BLM indicating that development will not harm these soils?</p> <p>Page 70, recreation – “Recreational use on larger blocks of public land and on smaller blocks of public land where there is public access, including areas with citizen proposed wilderness could be impacted by post-lease oil and gas development. The quality of the recreational experience would likely be diminished by oil and gas development operations.” The BLM has not taken into consideration the Executive Order 13443, signed on August 16, 2007 by President Bush directing federal agencies to “[m]anage wildlife habitats on public lands in a manner that expands and enhances hunting opportunities, including through the use of hunting in wildlife management planning” Executive Order 13443, Facilitation of Hunting Heritage and Wildlife Conservation, § 2(c) (Aug. 16, 2007)....</p> <p>... The environmental assessment is absent of any evidence that the BLM considered the mandates of Executive Order 13443. The BLM should consider the requirements of the order and perform all review necessary to comply with its mandates.</p>	<p>All parcels proposed for offer at the May 2013 Oil and Gas Lease Sale are encumbered by Lease Notice No. 1 which states “surface disturbing activities on slopes of 25% or greater or within 500 feet of surface water and/or riparian areas will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts.”</p> <p>A variety of mitigation measures have been included in the EA to mitigate impacts to hunting and fishing, complying with the Order's purpose to facilitate the expansion and enhancement of hunting opportunities. Additionally, the governing RMPs contain goals and objectives designed to “maintain, improve, or enhance” wildlife species and habitats, as well as recreation opportunities, including hunting and fishing.</p> <p>These parcels are located in areas open for oil and gas leasing in accordance with the land use plan.</p>
69	<u>Wyoming Outdoor Council:</u> We support the State Director recommended deferrals of 5,128 acres from parcels 0513-1, -48, -67, -68, -69, -70, and -71. In addition we support the deferral of 15 whole and 5 partial parcels totaling 25,367.940 acres as outlined under Alternative B – Proposed Action. In particular, we support the deferral of parcels that are in Greater Sage-grouse core areas and/or	Comment noted.

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	are implicated in ongoing resource management plan revisions or amendments.	
70	<p><u>Wyoming Outdoor Council:</u> We are concerned with the proposed leasing decisions regarding the greater Adobe Town area—an area we define by the area encompassed by the overlapping boundaries of the Kinney Rim North and South proposed citizen wilderness areas, the Adobe Town Wilderness Study area, the Adobe Town proposed citizen wilderness area, the Wyoming Environmental Quality Council’s Adobe Town Rare or Uncommon Area, and the Rawlins Resource Management Plan’s Adobe Town Dispersed Recreation Use Area. The Monument Valley special management area recognized in the Green River RMP adds to the values of this area. This is a Priority Conservation Area for the Wyoming Outdoor Council, a designation we apply to areas we recommend be unavailable for leasing....</p> <p>... We have advocated in our scoping comments (See Exhibit 1) that this entire area be made unavailable for leasing in the Rock Springs Resource Management Plan revision. Until the RMP is finalized, we ask the BLM to defer leasing any parcels in this contentious and highly valued area...</p> <p>... The parcels implicated in this lease sale that are offered either partially or in whole that are in the greater Adobe Town include: 0513-56, -66, -67, -70, -71. These parcels are fully or partially within the Kinney Rim North citizens’ proposed wilderness area—a place valued for hunting and non-motorized recreation. 0513-14, -19, -20, -22, -24, -25, -26, -31, -32, -33, -34, -35, -36, -37, -38, -39, -40, -41, -42, -43, -44, -45, -46, and -57. These parcels are fully or partially within the Adobe Town proposed citizen wilderness and/or the WEQC Adobe Town Very Rare or Uncommon area. The highly layered mix of values for this area, including geological, spiritual, historical, biological, and recreational, mean the BLM should defer these parcels from this lease sale and take a hard look at them during the Rock Springs RMP revision process. Again, we recommend that the area these parcels are found within be made unavailable for leasing.</p> <p>The Green River RMP, now being revised as the Rock Springs RMP, is far outdated for its wilderness inventory and could not conceive the scale and scope of oil and gas leasing as it is happening today. With multiple resource values and diverse stakeholders, the greater Adobe Town area should not be leased until the Rock Springs RMP updates the appropriate management for the layered designations and resource evaluations.</p>	<p>Offering these parcel without waiting for the RMP Revision to be completed is in compliance with the BLM Land Use Planning Handbook H-1601-1, Section VII.E. which states, “Existing land use plans decisions remain in effect during an amendment or revision until the amendment or revision is completed and approved. The decisions of existing land use plans do not change. For example, if current land use plans have designated lands open for a particular use, they remain open for that use. Land use plan decisions may be changed only through the amendment or revision process.”</p> <p>Lands with wilderness characteristics are adequately addressed in Sections 3.2.3 and 4.2.3 of the EA. The EA is in compliance with IM -2011-154 ‘Requirement to Conduct and Maintain Inventory Information for Wilderness Characteristics and to Consider Lands with Wilderness Characteristics in Land Use Plans’. However, it should be noted that the State Director has subsequently used his discretion to temporarily defer offering parcels 31, 32, 33 and 34.</p> <p>These parcels are located in areas open for oil and gas leasing in accordance with the land use plan.</p>
71	<p><u>Wyoming Outdoor Council:</u> The Rawlins RMP amendment regarding Visual Resource Management also</p>	<p>Refer to EA Sections 3.2.3 and 4.2.13. The State Director has subsequently used his discretion to temporarily defer</p>

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	implicates the greater Adobe Town area and many of these parcels. Until the analysis for this amendment is appropriately completed, the BLM should not offer to lease any of the parcels possibly affected by the VRM decisions. These include parcels 0513-18, -19, -20, -21, -22, -24, -26, -27, -28, -29, -30, -31, -33, -34, and -35.	offering parcels 31, 32, 33 and 34.
72	<u>Wyoming Outdoor Council</u> : In addition, this area will be impacted by BLM's decisions pursuant to its national programmatic EIS for oil shale leasing, and again leasing conventional oil and gas resources should not proceed while this oil shale decision-making is in progress.	The Final programmatic EIS for Oil Shale and Tar sands does not have a Record of Decision and has not amended any of the land use plans. The sale of the May 2013 parcels does not impede the BLMs ability to select any of the alternatives in the Oil Shale EIS.
73	<u>Trout Unlimited</u> : Parcel 1: North Platte River Corridor. This grouping of 4 sub parcels is located in a high value wild trout habitat area as identified by TU's CSI documentation (www.tu.org/ North Platte Wild Trout/CSI) and contained within a Wyoming Game and Fish Department (WGFD) critical stream corridor (attached Map 1). The North Platte River corridor is an extremely important recreational fishery to sportsmen in Wyoming and is managed by the WGFD as a wild trout fishery. Due to a variety of threats to this valuable fishery, TU recommends that .25 mile NSO buffers be applied as stipulation criteria to these leases. We are advocating for stronger buffer stipulation requirements, reasoning that it is easier to modify buffers from an established stronger protection barrier to that of a lesser buffer protection amount through negotiated conditional use approvals and agreements, science-backed exemptions, and increased monitoring.	A portion of this parcel is in the North Platte River SRMA. From the 2008 Rawlins RMP: The SRMA is open to oil and gas leasing with an NSO stipulation. Existing oil and gas leases will be intensively managed. Stipulations have been applied in accordance with the land use management plan.
74	<u>Trout Unlimited</u> : Parcels 90, 91, 94: LaBarge Creek, Green River. These parcels are located within CRCT expansion habitat, WGFD Aquatic Crucial Habitat and within the area of WGFD CRCT Species of Greatest Conservation Need (SGCN, 2010) designation (attached Map 2). Specifically, parcel 90 is not identified as located next to a perennial stream under Table 3.1 Affected Environment analysis. This parcel is located along the East shore of the Green River and within a critical stream corridor designation (see attached Map 2). Portions of parcel 91 and all of parcel 94 are located within an aquatic crucial habitat designation, a perennial stream, and in CRCT expansion habitat. This is not acknowledged in Table 3.1 Affected Environment analysis. We recommend a .25 mile NSO buffer, an analysis of streams suitable for reintroduction, and an analysis of the impacts of leasing on those streams be conducted for the EA review.	Table 3.1 correctly acknowledges parcel 94 for CRCT and parcel 90 is correctly identified as having a riparian area, but no perennial stream. Instituting a .25 mile wide NSO buffer for parcels located within CRCT aquatic crucial habitat designation, a perennial stream, and in CRCT expansion habitat is an RMP level decision and is beyond the scope of this EA. Additionally, site specific NEPA analysis will occur at the development stage that will analyze resource conflicts and identify mitigation for specific impacts. An analysis of streams suitable for reintroduction is beyond the scope of this EA.
75	<u>Trout Unlimited</u> : Parcels 96, 97: Middle Piney Creek,	Instituting a .25 mile wide NSO buffer for parcels located

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	<p>South Piney Creek. These parcels are located within CRCT expansion habitat (which is not acknowledged in Table 3.1 analysis), WGFD Aquatic Crucial Habitat and within the area of WGFD's CRCT SGCN designation (attached Map 3). We recommend a .25 mile NSO buffer, an analysis of streams suitable for reintroduction, and an analysis of the the impacts of leasing on those streams.</p>	<p>within CRCT expansion habitat, WGFD Aquatic Crucial Habitat, and WGFD's CRCT SGCN designation, is an RMP level decision and is beyond the scope of this EA.</p> <p>Additionally, site specific NEPA analysis will occur at the development stage that will analyze resource conflicts and identify mitigation for specific impacts.</p> <p>An analysis of streams suitable for reintroduction is beyond the scope of this EA</p>
76	<p><u>Trout Unlimited:</u> Furthermore, the BLM is fully entitled to increase protection measures via buffers in stipulations. As described in the Uniform Format for Oil and Gas Lease Stipulations (Rocky Mountain Regional Coordinating Committee, March 1989) NSO guidance can include distance from resources...such as rivers, trails, ...floodplains, municipal watersheds, percent of slope, etc....(page 4, Uniform Format). Based on the number of rivers and streams containing sensitive and recreation fisheries, we strongly urge the BLM to include this defined buffer for all stipulations, and to include those same buffers in cutthroat trout habitat which has been identified as suitable for reintroduction.</p>	<p>See Comment 75.</p>
77	<p><u>Trout Unlimited:</u> Objective 3 of the CRCT Conservation Agreement and Strategy is listed as "Restore Populations" and one of the strategies is to ensure that streams suitable for reintroductions are protected from habitat degradation. The Rangewide Status Assessment for CRCT identified streams suitable for CRCT reintroductions (also referred to by state wildlife agencies as "expansion habitat") and as part of the EA, BLM should analyze this data to determine what lease parcels would affect steams that have been identified as streams suitable for CRCT reintroductions and population expansion. This analysis should include consultation with WGFD and any other applicable signatories of the CRCT Conservation Agreement and Strategy. Additionally, BLM should analyze and disclose the impacts of the various alternatives on those streams suitable for CRCT reintroductions</p>	<p>It is beyond the scope of this EA to address CRCT reintroductions into streams identified as suitable for CRCT reintroductions and population expansion.</p> <p>All stipulations that have been added to selected parcels are in compliance with existing land use plans.</p>
78	<p><u>Trout Unlimited:</u> For those streams identified as being suitable for CRCT reintroductions and expansion, TU requests that BLM apply a .25 mile NSO buffer. Lease Notice Number 1 includes a 500-foot buffer for all riparian areas, but it does not address rivers or streams. Often streams and rivers in Wyoming lack distinguishable riparian areas and we request that language be specific to include streams and rivers, as well.</p>	<p>See Comment 75.</p>
79	<p><u>Trout Unlimited:</u> Due to the arid and semi-arid nature of Wyoming's region, many rivers and streams contain</p>	<p>See Comment 74.</p>

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	<p>sparse vegetative buffers. TU recognizes that there is currently not a specific stipulation for a .25 mile NSO buffer; however, BLM's Instruction Memorandum No 2010-117 supports and actually encourages the BLM's ability to revise, alter, or create new stipulations based on the adequacy of current stipulations in the Resource Management Plans (RMP). The IM even goes so far in allowing the BLM to defer parcels should new analysis provide sufficient support for such deferrals.</p> <p>We are advocating for stronger buffer stipulation of .25 mile, attached to each lease parcel containing native and wild trout, reasoning that it is easier to modify buffers from an established stronger protection barrier to that of a lesser buffer protection amount through negotiated conditional use approvals and agreements, science-backed exemptions, and increased monitoring.</p> <p>It is not unreasonable to require the oil and gas industry to adhere to a stronger buffer stipulation, especially when there are so many unknown chemicals which are being used during the drilling process.</p>	
80	<p><u>Trout Unlimited:</u> Five of the 6 parcels we have identified in this sale fall within currently occupied CRCT habitat or reaches that have been identified as expansion habitat. These parcels are 90, 91, 94, 96, 97. Given the commitments that BLM has made in the CRCT Conservation Agreement and Strategy, and the direction found in both IM 2010-117 and IM 2004-110, it is appropriate for BLM to complete an analysis of streams suitable for CRCT reintroductions, and evaluate the impacts of the leasing alternatives on those streams and restoration opportunities.</p>	See Comment 77.
81	<p><u>Trout Unlimited:</u> The BLM and the Forest Service are implementing increased buffer setbacks in all surrounding states, as witnessed with the most recent buffer establishment in the Little Snake BLM Field Office (FO) in Colorado which borders the Rawlins FO (establishing a .25 mile buffer on all perennial streams, October 2011). IM 2010-117 calls for removing those edge-borders on neighboring agency field offices, whether it be within state or out of state. TU requests the BLM implement this setback protocol across borders.</p>	<p>BLM believes the protection afforded through Lease Stipulation No. 1 (i.e. surface disturbing activities on slopes of 25% or greater or within 500 feet of surface water and/or riparian areas will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts) provides the requisite protection. Lease Notice No. 1 does address rivers and streams through the inclusion of the term "surface water". Surface water is inclusive of rivers and streams, as well as ponds, reservoirs, and lakes. None of the parcels border the Little Snake BLM Field Office and do not require an edge matching review at this time.</p>
82	<p><u>Coalition of Local Governments:</u> The Coalition supports the decision to offer 74 whole parcels and portions of seven parcels located in the Kemmerer, Pinedale, Rawlins, and Rock Springs Field Offices areas for the May 2013 Lease Sale.</p>	Comment noted.

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	<p>The Coalition objects, however, to the deferral of about 30,496.3 acres from the May 2013 Lease Sale based on Instruction Memorandum (IM) WY-2012-019 and the State Director's discretion to conserve the Greater Sage Grouse. See EA at 6, 42, 62. App. A, C, F . These whole or partial parcels are deferred pending completion of the ongoing Greater Sage Grouse RMP Amendments Id. This is unnecessary considering the State of Wyoming has a robust program of sage grouse protection that already provides for conservation in oil and gas areas.</p>	
83	<p><u>Coalition of Local Governments:</u> Leasing subject to Wyoming BLM Instruction Memorandum, which incorporates the Wyoming Executive Order, is not an irreversible and irretrievable commitment of resources. Deferral only interferes with completion of land positions necessary to drill. It also permits drainage when the deferred parcels are located near or adjacent to state and private lands.</p> <p>The Coalition supports the management of the lease parcels in Adobe Town Dispersed Recreation Use Area (DRUA) as Visual Resource Management (VRM) Class III. See EA at 47-48, 71-72. The VRM classifications are currently being reconsidered in the RMP VRM Amendment and until the Record of Decision is issued, BLM must continue to utilize the VRM class designations as established in the 2008 Rawlins RMP.</p>	Comment noted.
84	<p><u>Coalition of Local Governments:</u> The Coalition objects to the use of a lands with wilderness characteristics (LWC) screen to identify parcels that may be deferred from the sale. See EA at 43-45, 64-65, App. D. Although no whole or partial parcels were deferred because of LWC designation, it is still a violation of the Congressional funding freeze to use this as a screening tool. It also violates the Federal Land Policy Management Act (FLPMA) because BLM cannot use inventory information to change public land management. 43 U.S.C. §1711(a).</p>	<p>The EA is in compliance with IM -2011-154 'Requirement to Conduct and Maintain Inventory Information for Wilderness Characteristics and to Consider Lands with Wilderness Characteristics in Land Use Plans'. IM-2011-154 is the current BLM policy and is compliant with Sections 201 and 202 of the Federal Land Policy Management Act. IM2011-154 supersedes all previous guidance on LWCs. This EA has been conducted in compliance with IM-2011-154.</p>
85	<p><u>Coalition of Local Governments:</u> Despite using LWCs to screen parcels in violation of the Congressional funding freeze, the Coalition strongly supports the EA's handling of the LWC issue. Although nominated for wilderness management, the EA correctly states that they cannot be managed for wilderness because of pre-existing oil and gas leases. EA at 44, 64-65, App. D. Therefore, the EA correctly concluded that lands should be managed for multiple use and deferral of any lease sales based on LWC designation is unwarranted.</p>	Comment noted.
86	<p><u>Sweetwater County, Board of County Commissioners:</u> In general, Sweetwater County supports the BLM's preferred</p>	Comment noted.

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	<p>Alternative B which proposes to lease 74 whole parcels and a portion of 7 parcels within the BLM's High Desert District.</p> <p>The preferred Alternative has deferred approximately 22 parcels from the proposed lease sale in the interest of possible Sage Grouse conservation and the need to complete the BLM's ongoing Resource Manage Plan amendments for the protection of Sage Grouse.</p> <p>Sweetwater county believes this deferral and the ongoing Sage Grouse RMP Amendments are unnecessary due to the protections already established for Sage Grouse by the Wyoming Governor Executive orders and the support for those Orders by the United States Fish and wildlife Service.</p>	
87	<p><u>Sweetwater County, Board of County Commissioners:</u></p> <p>Under the Preferred Alternative, to mitigate visual resource impacts, a Controlled Surface Use stipulation would be applied to all parcels currently containing lands with a VRM Class II designation unless otherwise called for in the RMP. Sweetwater County believes that this mitigation measure should be used cautiously since the amount of land designated as VRM Class II is largely unknown since the Visual Resource Management Section of Rawlins RMP is currently being revised. With this in mind, and considering the fact that VRM_Class II designations prohibit oil and gas development, Sweetwater County recommends that the BLM applies its Controlled surface Use stipulations and VRM Class II designations sparingly and rely primarily on its development compatible VRM Class III designation for the protection of visual resources.</p>	<p>BLM retains the authority, through the DRUA CSU lease stipulation, to ensure that lease development activities on these leases will comply with the applicable VRM requirements to the extent recreation settings and VRM objectives are compatible. This stipulation, along with the authority the BLM has to condition approval of lease development actions with reasonable measures to protect natural resources and environmental quality will ensure that by offering these lease parcels the BLM will not limit the choice of reasonable alternatives in the ongoing VRM amendment to the Rawlins RMP. We must also clarify that VRM II standards do not prohibit oil and gas development.</p>
88	<p><u>Samson Resources:</u> Samson's comments may be generalized as follows:</p> <p>They concur that the BLM's decision to offer leases within the Rawlins Field Office for oil and gas leasing conforms to the terms and conditions of the Rawlins RMP.</p>	<p>Comments noted.</p>
89	<p><u>Samson Resources:</u> The BLM should, however, slightly revise the language in section 1.1 of the Leasing EA. The BLM suggests that the leasing decision conforms with the Rawlins RMP, but suggests that this conformance requirement is found in the Council of Environmental Quality's (CEQ) regulations at 40 C.F.R. §§ 1508.28 and 1502.21. As the BLM is aware, the requirement for all future BLM actions to conform is found in the BLM's planning regulations at 43 C.F.R. § 1610.5-3, and the language of the Federal Land Policy and Management Act of 1976 (FLPMA). 43 U.S.C. § 1712(a) (2012). The cited regulations relate to tiering and incorporation which, as</p>	<p>Section 1.1 has been modified to add 43 C.F.R. § 1610.5-3.</p>

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	noted above, is entirely appropriate. The BLM should note this fact in the revised, Final EA to avoid potential confusion from the public.	
90	<p><u>Samson Resources:</u> When discussing potential cumulative impacts, the BLM should also tier to and incorporate, the Draft Environmental Impact Statement for the Atlantic Rim Natural Gas Field Development Project, the Final Environmental Impact Statement for the Atlantic Rim Natural Gas Field Development Project, the Environmental Assessment and Revised Environmental Assessment for the Desolation Road Exploratory Gas Wells Project, the Draft Environmental Impact Statement for the Desolation Flats Natural Gas Field Development Project and the Final Environmental Impact Statement for the Desolation Flats Natural Gas Field Development Project as they overlap or encompass portions of this area or are located in close proximity thereto. It may also be prudent for the BLM to acknowledge or at least identify the Continental Divide/Wamsutter II Draft Environmental Impact Statement and Final Environmental Impact Statement, the Creston Blue Gap Draft and Final Environmental Impact Statements, and the pending Continental Divide/Creston Environmental Impact Statement as such projects may contribute to the cumulative impacts in this area. Acknowledgement of the Continental Divide/Creston Project and the Continental Divide/Wamsutter Project, are particularly relevant given the fact that several of the parcels identified in the Leasing EA are within the geographic boundary of these project-level environmental impact level statements.</p>	<p>Comment noted. Offering the subject parcels for lease, and the subsequent issuance of leases, in and of itself, would not result in any cumulative impacts. The referenced RMPs/EISs provide cumulative affects analysis for oil and gas development based on the reasonable, foreseeable oil and gas development scenario. The offering of the proposed lease parcels is consistent with that analysis.</p>
91	<p><u>Wycott Plantation:</u> You need to consider selling the fewest number of parcels possible to have a controlled development.....In short you do not need another 81 parcels being offered at this time.</p>	<p>Comment noted. Through the RMP/EIS process the lands containing the parcels proposed for offer under Alternative B, are designated as open for multiple use, including oil and gas leasing and development.</p>