

Appendix F Public Comments and Agency Response

#	Comment	Response
1	<p>Sweetwater County: Sweetwater County supports the BLM’s preferred Alternative B which proposes to lease 39 whole parcels and 5 partial parcels within the BLM’s High desert District.</p>	Comment acknowledged.
2	<p>Sweetwater County: The preferred Alternative has deferred 2 whole parcels and 4 partial parcels for a total of 7,046 acres from the proposed lease sale in the interest of possible Sage Grouse conservation and the need to complete BLM’s ongoing Resource Management Plan Amendments for the protection of Sage Grouse. Sweetwater County believes this deferral and the ongoing Sage Grouse RMP Amendments are unnecessary due to the protections 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>	Comment acknowledged.
3	<p>Sweetwater County: Under the preferred alternative, within the Adobe Town Dispersed Recreation Use Area (DRUA), the BLM proposes that 22 lease parcels would be regulated with Controlled Surface Use Stipulations (CSU Stipulations) designed to protect the designated recreational class setting. Sweetwater County believes that these CSU stipulations should be applied cautiously and offered to the potential lease holders as recommendations or best management practices.</p>	Comment acknowledged. The Adobe Town Dispersed Recreation Use Area (DRUA) is subject to management decisions in the Rawlins RMP. All surface disturbing actions, regardless of the VRM class, will be mitigated to reduce visual impacts. This will be achieved by designing and locating the disturbances to minimize contrast with the surrounding landscape.
4	<p>Wyoming Outdoor Council and Wyoming Wilderness Association: The Adobe Town Area Parcels Should not be Offered for Sale Due to an Inadequate Analysis of Impacts to Wilderness Quality Lands.</p> <p>The proposed lease sale offers 7 parcels on lands recognized by the BLM as Lands with Wilderness Characteristics (LWC). Thus, the BLM recognizes that these parcels, specifically parcels -10, -11, -19, -20, -21, -22, and -23, contain wilderness characteristics. BLM Manual Section 6320.06 requires that the BLM consider wilderness characteristics while planning. In addition to this requirement, the BLM is required by the National Environmental Policy Act (NEPA) to take a “hard look” at the significant aspects of probable environmental consequences. We hold that the BLM failed to take a “hard look” and fully consider wilderness characteristics as required by NEPA and Manual 6320 relative to these parcels. The analysis given to the impacts to the wilderness characteristics in these parcels was vague and inadequate.</p> <p>The inadequate analysis information regarding the impacts on the wilderness characteristics on these parcels follows.</p>	<p>Lands with Wilderness Character are adequately addressed in Sections 3.2.3 and 4.2.3 of the EA.</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> <p>In accordance with IM 2004110, 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>Oil and gas development in these 7 parcels as authorized through the Rawlins RMP could degrade wilderness characteristics values and could result in the area containing these parcels being reevaluated as no longer having conditions that meet the wilderness characteristics criteria (page 58).</p> <p>This analysis does not meet the adequate analysis criteria. Information in NEPA documents must be “high quality”. Additionally, “accurate scientific analysis” is also necessary for successfully carrying out NEPA procedures. (40 C.F.R. 1500.1(b)). The above analysis does not demonstrate “high quality” information or “accurate scientific analysis”. Instead, the above statement is general and does not reflect adequate consideration of environmental impacts and thus does not fulfill the procedural requirements of NEPA and Manual 6320.</p> <p>In order to determine whether NEPA requirements have been fulfilled courts have applied a “rule of reason” when evaluating whether an analysis contains a “reasonably thorough discussion of the significant aspects of the probable environmental consequences” of the proposed action. <i>California v. Block</i>, 690 F.2d 753,761 (9th cir.1982) and <i>Trout Unlimited, Inc. v. Morton</i>, 509 F.2d 1276, 1283 (9th Cir. 1974). We contend that the above analysis information does not demonstrate a reasonably thorough discussion of the significant aspects of the likely environmental consequences. A reasonably thorough discussion would, at minimum, include a discussion of the specific characteristics that could be impacted by potential future drilling.</p> <p>A potential rationale for this general, vague, and inadequate analysis stated in the EA follows.</p> <p>The BLM cannot determine at the leasing stage whether or not a proposed parcel will actually be sold, or if it is sold and issued, whether or not the lease would be explored or developed. Consequently, the BLM cannot determine exactly where a well or wells may be drilled or what technology that may be used to drill and produce wells, so the impacts listed below are more generic, rather than site-specific (page 45).</p> <p>Despite the uncertainty regarding whether the lease will be developed, the decision to offer a parcel for sale represents a commitment to permit drilling which will adversely impact the wilderness characteristics of the land. (<i>Southern Utah Wilderness Alliance</i>, 166 IBLA 270, 276-77 (2005)). This commitment represents foreseeable potential impacts,</p>	

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	<p>which must be analyzed. The analysis of foreseeable site-specific impacts is required by NEPA. The appropriate time for such an analysis is when the BLM is proposing to lease lands for oil and gas development. This position is also reflected in SUWA, 166 IBLA 270, 276-77 (2005). Moreover, under BLM’s leasing reform Instruction Memorandum (IM), IM 2010-117, “Most parcels that the field office determines should be available for lease will require site-specific NEPA analysis,” and a number of issues, including whether non-mineral values in undeveloped areas are greater than mineral values, must be considered. Thus, the above rationale for the general and vague analysis is unsatisfactory. Consequently, the parcels located in the LWC should not be leased because the BLM failed to adequately consider impacts to wilderness characteristics in these parcels as required by NEPA and Manual 6320.</p>	
5	<p><u>Wyoming Outdoor Council and Wyoming Wilderness Association:</u> The Adobe Town Area Parcels Should only be Offered for Sale if Compliance with BLM’s Oil Shale Environmental Impact Statement Lands with Wilderness Characteristics Provisions are Assured.</p> <p>The BLM has recently finalized the Approved Land Use Plan Amendments/Record of Decision (ROD) for Allocation of Oil Shale and Tar Sands Resources on Lands Administered by the Bureau of Land Management in Colorado, Utah, and Wyoming and Final Environmental Impact Statement (Oil Shale ROD). Pursuant to the Oil Shale ROD, lands with wilderness characteristics (LWC) and lands in the Adobe Town Very Rare or Uncommon Area are not available for application for oil shale leasing. Figure 8 in the Oil Shale ROD (page 23) presents the areas in Wyoming that are available for application for oil shale leases, and those which are not. This map makes it appear that a number of the lease parcels in the proposed November 2013 oil and gas lease sale—particularly parcels -009, -010, -014, -015, -016, -017, -019, -021, and -022—may fall in the area that is unavailable for consideration of oil shale lease applications.</p> <p>If these lands are not available for application for oil shale leases pursuant to the Oil Shale ROD, then we do not think it is appropriate that they be available for conventional oil and gas leasing. The potential environmental impacts to LWC and to the Adobe Town Very Rare or Uncommon Area are just as much of a concern with conventional oil and gas development as would be the case if oil shale development were proposed. The same rationale that applied to BLM’s decision to not offer these lands for oil</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. 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> <p>Page 6 of the Approved Land Use Plan Amendments/Record of Decision (ROD) for Allocation of Oil Shale and Tar Sands Resources on Lands Administered by the Bureau of Land Management in Colorado, Utah, and Wyoming and Final Programmatic Environmental Impact Statement clearly states:</p> <p>“The Approved Plan Amendments do not contain decisions for minerals or resources other than oil shale and tar sands for land administered by the BLM’s Colorado River Valley (formerly Glenwood Springs), Grand Junction, White River, Price, Vernal, Monticello, Richfield, Kemmerer, Rock Springs, and Rawlins Field Offices. The Approved Plan Amendments also do not contain decisions for mineral estates for Forest Service lands located in the planning area, for lands under the jurisdiction of other Federal agencies, or for private or State-owned lands and minerals.”</p>

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	<p>shale development should be applied to conventional oil and gas development.</p> <p>In our protest of the May 2012 oil and gas lease sale where we raised this issue the BLM rejected our arguments basically saying the Rawlins Resource Management Plan (RMP) made these areas available for leasing. But even if these areas were available for leasing pursuant to the RMP in 2012 that has now changed. The Oil Shale ROD constituted an amendment to the Rawlins RMP and pursuant to it, LWC and the Adobe Town Very Rare or Uncommon Area are not available for oil shale leasing applications. The BLM should fully consider whether this should now be just as true for conventional oil and gas leasing.</p> <p>Moreover, regardless of whether the Oil Shale ROD amendments modified decision-making for conventional oil and gas resources, BLM's policies related to LWC apply to conventional oil and gas development in any event, as discussed in section I.A above. Thus, to the extent there are LWC that include the Adobe Town parcels, under BLM's LWC policy it must consider protections for these lands even if the Oil Shale ROD does not specifically preclude leasing of conventional oil and gas resources. Consequently, the BLM should not lease any LWC in the Adobe Town area.</p>	

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6	<p>Wyoming Outdoor Council and Wyoming Wilderness Association: The Adobe Town Area Parcels Should only be Offered for Sale if Compliance with the Environmental Protections for the Adobe Town Dispersed Recreation Area are Assured.</p> <p>All of the lease parcels proposed for sale in the Adobe Town area contain a stipulation that would help protect environmental and recreation values in the Adobe Town Dispersed Recreation Use Area (ADRUA), except for parcels -12, -14, and -15, which lie outside of this area. The controlled surface use (CSU) stipulation provides that surface occupancy or use can be restricted or prohibited unless the operator and BLM “arrive at an acceptable plan for mitigation of anticipated impacts” to the recreational opportunity class setting within the ADRUA. We ask the BLM to consider whether this stipulation adequately meets the management prescriptions for this area specified in the Record of Decision and Approved Rawlins Resource Management Plan (ROD).</p> <p>While this stipulation may help ensure adequate protection of the recreational values in the ADRUA, that is far from certain. The stipulation is quite vague and discretionary. What will constitute an “acceptable” plan for mitigation is not known, certainly to the public. The public should be given more specific assurance that the terms of the ROD relative to the ADRUA will be adhered to before parcels -009, -010, -011, -016, -017, -019, -020, -021, -022, -023, -024, -025, -026, -027, and -028 are offered for sale. The stipulation should be modified to ensure this is the case.</p> <p>The ROD makes several important provisions for the protection of recreational and environmental values in the ADRUA. Actions in this area are to conform to the Recreation Opportunity Spectrum (ROS) for the area. It appears that some if not all of the proposed lease parcels are located in the Middle Country ROS, which is an area “characterized by a predominantly unmodified natural environment of moderate to large size.” ROD at Map 2-58, A37-2. Thus, the stipulation applicable to the lease parcels in the Adobe Town area should provide that development of the leases will protect this unmodified natural environment.</p> <p>Furthermore, under the terms of the ROD, BLM is to “keep [] the number of roads, other construction, or other surface disturbing activities (such as well pads and pipelines) to a minimum” while recognizing oil and gas development potential. ROD at A37-3. BLM is to engage in transportation planning to ensure proper road construction and reclamation. Id. Reclamation plans are</p>	<p>The Adobe Town Dispersed Recreation Area (DRUA) is addressed in Section 3.2.8 and 4.2.12 of the EA.</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> <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 meet the management prescriptions for this area specified in the Record of Decision and Approved Rawlins Resource Management Plan (ROD).</p> <p>The effectiveness and suitability of the controlled surface use (CSU) stipulation is an RMP level decision and is beyond the scope of this EA.</p>

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	<p>required to restore lost habitat and vegetation cover. Id. The area is to be managed in accordance with the visual resource management (VRM) classification for the area, which is VRM Class III in the ADRUA. Id. at Map 2-50. The purpose is to “protect, maintain, and enhance the visual resource values” of the area, and all surface disturbance “will be mitigated to reduce visual impacts.” Id. at A37-3. This is to be achieved by “designing and locating the disturbances to minimize contrast with the surrounding landscape.” Id.</p> <p>In order to ensure that these provisions are adhered to the BLM should explicitly incorporate them into the stipulation applicable to the ADRUA parcels. Absent a specific reference to the need to conform to the ROS provisions for the middle country, minimize surface disturbing activities, and to “protect, maintain, and enhance the visual resource values” that are present in the ADRUA, these values might not be adequately protected in the future. The operators may not view these protections as “acceptable” unless they are explicitly incorporated into the stipulation. And certainly the public will have no assurance these protections will be advanced unless they are explicitly made part of the stipulation.</p> <p>Consequently we would suggest the following wording for incorporation into the stipulation protecting the ADRUA parcels. “Surface occupancy or use will be restricted or prohibited unless the following conditions are met in any proposed operations on the lease:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The Middle Country Recreation Opportunity Spectrum will be conformed to so as to protect the “predominantly unmodified natural environment,” <input type="checkbox"/> Actions on the lease will “keep[] the number of roads, other construction, or other surface disturbing activities (such as well pads and pipelines) to a minimum” while recognizing oil and gas development potential. <input type="checkbox"/> BLM will engage in transportation planning to ensure proper road construction and reclamation and will require reclamation plans to restore lost habitat and vegetation cover. <input type="checkbox"/> The lease will be managed in accordance with the visual resource management classification applicable to the area with the purpose to “protect, maintain, and enhance the visual resource values” of the area, and all surface disturbance “will be mitigated to reduce visual impacts.” <input type="checkbox"/> Visual resource protections will be accomplished by “designing and locating the disturbances to minimize contrast with the surrounding landscape.” 	

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7	<p><u>Wyoming Outdoor Council and Wyoming Wilderness Association:</u> The Adobe Town Area Parcels Should only be Offered for Sale if Protection of the Cherokee Trail is Assured.</p> <p>Another concern relative to the Adobe Town area parcels relates to protections for the historic and culturally significant Cherokee Trail, which passes through the area. As things stand, BLM would provide stipulations for the protection of the Cherokee Trail for eight out of the seventeen parcels in the Adobe Town area.1 Among the parcels receiving protection, some receive two layers of protection and other parcels only receive one layer of protection. On four of the parcels (-009, -010, -011, and -014) there would be a No Surface Occupancy (NSO) stipulation within one-quarter mile of the Trail, and there would also be a CSU stipulation restricting or prohibiting surface occupancy in the setting contributing to the National Register of Historic Places eligibility unless an “acceptable” mitigation plan is arrived at. For the other four parcels (-015, -017, -027, and -028), only the CSU stipulation would apply.</p> <p>In our view, protections for the Cherokee Trail should be applied to all seventeen parcels in the Adobe Town area, recognizing this would not be applicable to parcel -012 because it lies north of the Cherokee Trail. As the map entitled “Rawlins Field Office Raptor Buffer, Historic Trails, ACEC’s & WSA’s” on the BLM’s website shows, the Cherokee Trail runs in close proximity to all sixteen of these parcels. Therefore, stipulations should provide for protection of the Trail on all of these parcels. All of these parcels lie within a few miles of the Trail, so development of any of the parcels could impact Trail resources. This shortcoming should be corrected by applying both the NSO and CSU stipulation to all sixteen parcels in the Adobe Town area that are in proximity to the Cherokee Trail.</p> <p>Similarly, in our view both the NSO and CSU stipulation should be applied to the four parcels that currently only enjoy the CSU stipulation (parcels -015, -017, -027, and -028). This would help ensure maximum protection for Trail resources, which should be BLM’s goal for this highly significant cultural and historical resource.</p>	<p>Table 1 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).</p>
8	<p><u>Wyoming Outdoor Council and Wyoming Wilderness Association:</u> The Adobe Town Area Parcels Should not be Offered for Sale Until Increased Protections for the Sage-Grouse are in Place.</p> <p>As shown on the map on the BLM website entitled “Rawlins Field Office Sage-grouse Core Areas, Leks, Nesting and Winter Sitings” there are four occupied sage-</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 into BLMs land use planning process. In accordance with IM 2004-110, 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</p>

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	<p>grouse leks in the vicinity of the Adobe Town area parcels. In recognition of this, the BLM proposes to apply a timing limitation stipulation (TLS) to all of the Adobe Town area parcels that would prohibit surface disturbance between March 1 and July 15 in order to protect nesting sage-grouse. This level of protection is insufficient given what is currently known about needed measures for sage-grouse conservation.</p> <p>New research has demonstrated that ninety-nine percent of active sage-grouse leks are found in landscapes with less than three percent of anthropogenic development. Exhibit 1. In areas with greater levels of development there is a much greater level of abandonment of formerly active leks. We ask the BLM to consider this new research presented in Exhibit 1 and assess whether the stipulation it currently plans to apply to the Adobe Town area parcels for sage-grouse conservation is sufficient. We believe this research demonstrates that sage-grouse clearly need greater levels of protection than BLM would provide for if sustaining sage-grouse in the Adobe Town area is to be achieved.</p> <p>The BLM has enthusiastically embraced the Wyoming Governor’s sage-grouse core area conservation policy embodied in Executive Order No. 2011-5. This embrace is reflected in IM No. WY-2012-019. But we believe this new research by Dr. Knick and his colleagues brings into question whether the provisions in the Executive Order are sufficient to ensure sage-grouse conservation. We ask the BLM to fully consider this issue and to modify the sage-grouse conservation stipulation applicable in the Adobe Town area as needed.</p> <p>We note that the Executive Order specifically provides that its provisions “should be reevaluated on a continuous basis and at a minimum annually, as new science, information and data emerge regarding Core Population Areas and the habitats and behaviors of the Greater Sage-Grouse.” And IM 2012-019 provides that “[t]his policy does not preclude the development and immediate implementation of new, or innovative mitigation, or other conservation measures that would also be expected to reduce activity/project impacts to sage-grouse or their habitats.” IM 2012-019 at 8. And the IM is viewed as “structured to utilize an adaptive management approach.” Id. at 2. Consequently there should be no bar to considering the new research presented in Exhibit 1 and applying it to sage-grouse conservation measures in the Adobe Town area as the science indicates is warranted.</p>	<p>Notices, Rights-of-Way, etc.</p> <p>The effectiveness and suitability of the timing limitation stipulation (TLS) is an RMP level decision and is beyond the scope of this EA.</p> <p>The Wyoming Game and Fish Department was consulted at several points during this lease sale review process. See Comment</p>

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9	<p><u>Wyoming Outdoor Council and Wyoming Wilderness Association:</u> LEASE PARCELS PROPOSED FOR SALE IN THE ROCK SPRINGS FIELD OFFICE.</p> <p>In the Rock Springs Field Office the proposed lease sale parcels of concern are the following: WY-1311-029, -030, -031, -032, and -033. These parcels are of concern due to potential impacts to greater sage-grouse.</p> <p>As shown on the map entitled “Rock Springs Field Office Sage-grouse Core Areas, Leks, Nesting and Wintering Sitings” on the BLM website, these parcels would be located in the midst of approximately ten leks. Some of these are occupied leks and some of these areas have had winter sitings.</p> <p>Just as we discussed above, we believe the new research by Steve Knick and his colleagues that is presented in Exhibit 1 raises significant questions as to whether the stipulation currently proposed for the Rock Springs parcels is sufficient to ensure sage-grouse conservation. Just as we discussed above for the Adobe Town area parcels, we ask the BLM to consider this new research and to determine whether the stipulation on the Rock Springs parcels is sufficient, and if it is not to modify it as indicated is needed by the new research.</p>	See Comment 8
10	<p><u>Wyoming Game and Fish Department:</u> We support alternative B, Proposed Action, of the Draft Environmental Assessment.</p>	Comment acknowledged.
11	<p><u>Wyoming Game and Fish Department:</u> However, we have additional information that needs to be included in the Environmental assessment. Parcel 6: In the table on page 9 should be listed as “Yes” for “Big Game Migration Route” (last column). WGFD has designated an antelope migration route through this parcel. Parcels 9, 10, 11: In the table on page 11 should be listed as “Yes” for “Big Game Migration Route” (last column). WGFD has designated mule deer migration routes through these 3 parcels. Parcel 14: In the table on page 12 should be listed as “Yes” for “Big Game Migration Route” (last column). WGFD has designated antelope and mule deer migration routes entering the parcel on the north and north-east corner of the parcel. Parcel 15: In the table on page 12 should be listed as “Yes” for “Big Game Migration Route” (last column). WGFD has designated antelope and elk migration routes through this parcel. Parcel 16, 17, 19: In the table on page 13 should be listed as “Yes” for “Big Game Migration Route” (last column). WGFD has designated an antelope migration route through these parcels. Parcel 24, 26, 27: In the table on page 13 should be listed as “Yes” for “Big Game Migration Route” (last</p>	Wyoming Game and Fish Department has provided Rawlins Field Office with updated shape files for Big Game Migration Routes. This information has been updated in Table 1, Affected Environment of the Environmental Assessment.

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	column). WGFD has designated an antelope migration route through these parcels.	
12	<p>Wyoming Game and Fish Department: In general all parcels along and near Powder Rim and Powder Mountain are important for all big game species for both crucial winter range and migration routes. Any development in these areas should include mitigation measures to monitor responses to big game to the new development</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 2013 lease sale. 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 2004-110, 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.</p>
13	<p>Oregon-California Trails Association: I am writing on behalf of the Oregon-California Trails Association and its Wyoming chapter. I would like to express our support for the comments provided by the Wyoming Wilderness Association (Jennie Trefren) and the Wyoming Outdoor Council (Bruce Pendery and Julia Stuble). In particular we are concerned about possible impacts to the Cherokee Trail and its setting. We support the concerns and suggestions presented in paragraph II-D of their letter.</p> <p>The Wyoming segments of the Cherokee Trail are included in the feasibility study currently being conducted by the National Park Service’s National Trails System Office in Salt Lake City, UT. That study will determine if the Cherokee Trail is to be designated as a National Historic Trail. We note that the trail has also been determined to be eligible for the National Register of Historic Places. Protection of the trail and setting is, therefore, a priority.</p> <p>The trail itself is contributing and Class I (BLM and OCTA designations) in many areas. In addition, the setting is very high quality and is reflective of the historic landscape of the 1850s. We support the WWA/WOC recommendation that protection for the Cherokee Trail be applied to all seventeen parcels in the Adobe Town area (not including - 012).</p> <p>Attached for your records is a photo looking north from the Cherokee Trail on Powder Rim toward Adobe Town. The viewshed includes the proposed lease parcels, and shows the pristine, non-industrial nature of the landscape—unlike much of the Red Desert. These are the qualities OCTA values highly.</p> <p>With respect to mitigation for impacts under Section 106, we would like to point out that mitigation is generally inadequate for the loss of trail and setting. If these</p>	<p>Comment acknowledged and see Comment 7.</p>

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	purchases proceed and mitigation is deemed appropriate, we expect substantial mitigation projects.	
14	<p><u>Biodiversity Conservation Alliance:</u> Sage Grouse</p> <p>Parcels 8, 38, and 41 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 Rock Springs RMP, which will address sage grouse, 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 such that alternatives to withdraw these lands from leasing altogether or place them under NSO stipulations are not precluded by this leasing action.</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 8 and 38 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. Parcel 41 is proposed for sale because they do not meet the criteria outlined in WY IM 2012-019.
15	<p><u>Biodiversity Conservation Alliance:</u> BLM lists Parcels 36, 38, 39, and 44 as deferred under the EA. EA at 37. In addition, \BLM's proposes to defer in whole or in part the offering of Preliminary Parcels 2, 7, 8, 13, 33, and 42, as shown in Appendix A, which fall entirely or partially within Core Areas. However, overall, 6 parcels totaling 7046 acres are deferred, plus an additional 4 parcels totaling 1647 acres temporarily deferred. EA at 54. It is a wise decision to defer the long-term commitment of mineral leases at least until the sage grouse RMP amendment process is completed, in order to avoid foreclosing conservation options that may be selected for implementation under the RMP amendments.</p>	Comment acknowledged.
16	<p><u>Biodiversity Conservation Alliance:</u> The BLM apparently proposes to auction Parcel 41 and also 38 (see EA at 55), which is entirely or partially within a Core Area. These parcels should be deferred from sale even if they are not part of 11 square miles of unleased mineral estate held by BLM. RMP amendments may or may not carry forward the 11-square-mile threshold for no leasing, or may adopt stronger measures for sage grouse under the plan amendments and revisions. All options should be preserved; entering into a 10-year lease under these circumstances would preclude the option of stronger protections.</p> <p>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</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 20040-110, 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 . . ." The sage grouse amendments have not designated a preferred alternative to date; consequently the request deferral is outside the policy of the IM.</p>

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	<p>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>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>
17	<p><u>Biodiversity Conservation Alliance:</u> We request that all parcels listed above be deferred from the lease sale pending analysis of whether large-block unleased parcels inside Core Areas are being leased, pursuant to the 2010 Interior Department leasing IM. BLM should do its best to keep largely unleased areas of public land in Core Areas unleased, regardless of mineral ownership patterns. Wyoming sage-grouse populations are some of the largest left in the nation and were relatively stable until the last decade, when sage-grouse populations experienced major declines range-wide. The Wyoming Game and Fish Department reported that since 1952, there has been a 20% decline in the overall Wyoming sage-grouse population, with some fragmented populations declining more than 80%; one of WGFD’s biologists reported a 40% statewide decline over the last 20 years. Since these figures were published, grouse populations have continued to decline. These declines are attributable at least in part to habitat loss due to mining and energy development and associated roads, and to habitat fragmentation due to roads and well fields. Oil and gas development poses perhaps the greatest threat to sage-grouse viability in the region. The area within 2 to 3 miles of a sage-grouse lek is crucial to both the breeding activities and nesting success of local sage-grouse populations. In a study near Pinedale, sage-grouse from disturbed leks where gas development occurred within 3 km of the lek site showed lower nesting rates (and hence lower reproduction), traveled farther to nest, and selected greater shrub cover than grouse from undisturbed leks. According to this study, impacts of oil and gas development to sage-grouse include (1) direct habitat loss from new construction, (2) increased human activity and pumping noise causing displacement, (3) increased legal and illegal harvest, (4) direct mortality associated with reserve pits, and (5) lowered water tables resulting in herbaceous vegetation loss. These impacts have not been thoroughly evaluated with full NEPA analysis.</p>	<p>See Comment 16</p>
18	<p><u>Biodiversity Conservation Alliance:</u> In addition, Parcels 4, 6, 26, 27, 29, 30, 31, 32, and 33 are outside designated sage grouse Core Areas but contain or are in close</p>	<p>All parcels for the November 2013 proposed sale have been analyzed consistent with WY-IM-2012-019 ‘Greater Sage-Grouse Habitat Management Policy on Wyoming BLM</p>

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	<p>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 also production-related vehicle traffic and human presence; • No overhead powerlines within 5 miles of leks, <p>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.</p> <p>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>Because leks sites are used traditionally year after year and represent selection for optimal breeding and nesting habitat, it is crucially important to protect the area surrounding lek sites from impacts. In his University of Wyoming dissertation on the impacts of oil and gas development on sage grouse, Matthew Holloran stated, “current development stipulations are inadequate to maintain greater sage-grouse breeding populations in</p>	<p>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 20040-110, 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>The Wyoming Game and Fish Department was consulted at several points during this lease sale review process. See Comment 10.</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 November 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> <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> <p>All parcels for the November 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</p>

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	<p>natural gas fields.” (Notably, these exact stipulations are being applied by BLM in this lease sale for non-Core Area sage grouse habitat parcels). The area within 2 or 3 miles of a sage-grouse lek is crucial to both the breeding activities and nesting success of local sage-grouse populations. Dr. Clait Braun, the world’s most eminent expert on sage-grouse, has recommended NSO buffers of 3 miles from lek sites, based on the uncertainty of protecting sage-grouse nesting habitat with smaller buffers. 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> <p>Other important findings on the negative impacts of oil and gas operations on sage-grouse and their implications for the species are contained in three studies recently accepted for publication. Sage-grouse mitigation measures have been demonstrated to be ineffective at maintaining this species at pre-development levels in the face of oil and gas development by Holloran (2005) and Naugle et al. (2006). Naugle found an 85% decline of sage-grouse populations in the Powder River Basin of northeastern Wyoming since the onset of coalbed methane development there. BLM has repeatedly failed to provide any analysis, through field experiments or literature reviews, examining the effectiveness of the standard quarter-mile buffers where disturbance would be “avoided.” 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 ineffective in the face of standard oil and gas development practices. These stipulations have likewise been condemned as inadequate by the U.S. Fish and Wildlife Service and renowned sage-grouse expert Dr. Clait Braun. The BLM itself has been forced to admit that “New information from monitoring and studies indicate that current RMP decisions/actions may move the species toward listing...conflicts with current BLM decision to</p>	<p>alternative to date; consequently the request deferral is outside the policy of the IM.</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 2013 lease sale. 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 2004-110, 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.</p>

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	<p>implement BLM’s sensitive species policy” and “New information and science indicate 1985 RMP Decisions, as amended, may not be adequate for sage grouse.”</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> <p>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>The vague stipulations included in BLM’s Notice of Competitive Oil and Gas Lease Sale for particular parcels do little to clarify to the interested public or potential lessees what restrictions might actually apply to protect sage-grouse populations. For example, for some parcels, BLM imposes a Timing Limitation Stipulation and a Controlled Surface Use Stipulation. Such acceptable plans for mitigation of anticipated impacts must be prepared prior to issuing the lease in order to give the public full opportunity to comment, and to abide by the Department of Interior’s stated new policy to complete site-specific environmental review at the leasing stage, not the APD stage. Without site-specific review and opportunity for comment, neither the public nor potential lessees can clearly gauge how restrictive or lax “acceptable plans for mitigation” might be, and whether they comply with federal laws, regulations, and agency guidelines and policies. Thus, absent such review, the leases should not issue at all.</p>	

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	<p>BLM has the scientific information needed to recognize that any use of these parcels will result in further population declines, propelling the sage-grouse ahead of other “priorities” on the ESA “candidate list.” Again, it is in all interested parties favor (conservation groups, potential lessees, BLM and other federal agencies) for BLM to determine specific “modifications” prior to issuing leases, such as NSO restrictions. If the BLM fails to do so through site-specific environmental review before the APD stage, the agency will violate the “jeopardy” prohibition in the Endangered Species Act and will not adhere to the directive of Secretary Salazar and the Department of Interior’s announced leasing reforms.</p> <p>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>	
19	<p><u>Biodiversity Conservation Alliance:</u> Big Game</p> <p>Parcels 4, 11, 14, 15, 27, 28, 38, and 41 appear to involve antelope crucial winter range. In addition, Parcels 9, 10, 11, 12, 17, and 22 are in mule deer crucial winter range. Parcels 9, 11, 14, and 15 are in elk 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. Notably, many of these parcels fall within the Powder Rim potential ACEC, which was not considered as an alternative by BLM in the Rawlins RMP EIS.</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> <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> <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 November 2013 lease sale are in areas identified in the governing RMPs as available for lease. Also</p>

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	<p>According to the EA, “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).” EA at p.41. The best available science, commissioned by the BLM itself, has shown this to be a false statement. The Sublette Mule Deer Study, conducted between 2001 and 2007, demonstrated that oil and gas drilling in crucial winter ranges on the Pinedale Mesa in the face of drilling with Timing Limitation Stipulations resulted in long-term net declines of 30% for the mule deer population using these winter ranges, while the Sublette mule deer herd as a whole showed only a 10% decrease over the same period. See Attachment A. Clearly, TLS stipulations were inadequate to forestall this decline.</p> <p>BCA was a party to an appeal filed with the Interior Board of Land Appeals of the BLM’s denial of their Protest filed against the June 6, 2006 lease sale. In its April 2008 Decision, the Board inquired into whether BLM had complied with the Memorandum of Understanding between BLM and the Wyoming Game and Fish Department in regarding lease parcels in big game crucial winter range and parturition areas. The BLM is required to have a rational basis for its decision to issue leases in crucial wildlife habitat, and that basis must be supported by the agency’s compliance with applicable laws. While the Board held that failure of BLM to follow the directives contained in Instruction Memorandum No 2004-110 Change 1 was not, standing alone, proof of the violation of law or discretionary policy, it was probative of whether BLM had a rational basis for its decision. The Board found that the appeal record presented no evidence of compliance with the Memorandum of Understanding.</p> <p>The Parties recommend against selling the lease parcels listed above because BLM has again failed to comply with the Memorandum of Understanding and therefore has not provided a rational basis for its decision to offer lease parcels in areas with big game crucial winter range and parturition areas. Until such time as BLM complies with the Memorandum of Understanding it has no rational basis for its decision and the decision is arbitrary and capricious. We request that the parcels be withdrawn from the upcoming lease sale.</p> <p>While BCA strongly recommends against the offering of any of these lease parcels for sale, at the minimum, all such</p>	<p>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> <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 be applied should a post lease exploration or development proposal occur. Consistent with IM 2004-110, 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.</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>

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	<p>parcels in big game crucial winter range and parturition areas should have No Surface Occupancy (NSO) stipulations applied to them. NSOs provide the only real protection for big game. Recent studies on the impacts of oil and gas development and production on big game in Wyoming show that the impacts have been huge. Not only have impacts to big game been significant, but they have occurred in spite of the application of winter timing limitations, demonstrating that these stipulations alone do not provide adequate protections for big game.</p> <p>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. See Center for Native Ecosystems, IBLA 2003-352, November 22, 2006.</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 automatically—granted anytime a lessee requests it. See, for example, http://www.wy.blm.gov/pfo/wildlife/exceptions.php (Pinedale Field Office winter range stipulation exceptions) which shows that 123 exceptions were granted for the winter of 2006-2007. Similar statistics are available for other Wyoming Field Offices. The enthusiasm with which the Pinedale FO has granted winter-long exceptions to the stipulation for drilling on crucial winter range further illustrates the totally discretionary nature and consequent ineffectiveness of this stipulation. 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.</p> <p>Just as important, traditional stipulations do not limit operational and production aspects of oil and gas development. See, for example, Jack Morrow Hills CAP EIS at A5-3. Obviously, if the stipulation does not reserve authority to BLM at the leasing stage, BLM must allow development despite severe impacts to winter ranges and</p>	

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	<p>big game, except for being able to require very limited “reasonable measures.” These reasonable measures cannot be nearly broad enough to ensure crucial winter ranges and parturition areas are protected at the operation and production stage. See 43 CFR 3101.1-2.</p> <p>The Wyoming Game and Fish Commission (WG&F) has a formal policy relative to disturbance of crucial habitats, including crucial winter ranges. Crucial habitat is habitat “which is the determining factor in a population’s ability to maintain and reproduce itself . . . over the long term.” Id. at 7. WG&F further describes big game crucial winter ranges as vital habitats. Vital habitats are those which directly limit a community, population, or subpopulation (of species), and restoration or replacement of these habitats may not be possible. The WG&F has stated that there should be “no loss of habitat function” in these vital/crucial habitats, and although some modification may be allowed, habitat function, such as the location, essential features, and species supported must remain unchanged. Mitigation Policy at 5.</p> <p>Furthermore, Wyoming Game and Fish released the recommended minimum standards to sustain wildlife in areas affected by oil and gas development. Their policy recognized the ineffectiveness of winter range stipulations standing alone as currently applied. Mitigation Policy at 6. In all cases, Wyoming’s new mitigation policy recommends going beyond just the winter drilling timing limitations, which BLM currently applies to lease parcels on crucial winter range. In addition to the winter timing limitations, the Mitigation Policy includes a suite of additional standard management practices. Mitigation Policy at 9-11, 52-58. These additional management practices include planning to regulate the pattern and rate of development, phased development, and cluster development, among many other provisions. Mitigation Policy at 52.</p> <p>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> <p>Scientific literature makes it clear that there will be loss of function if significant exploration and development occurs on the leaseholds. In prior Protests the parties have</p>	

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	<p>submitted substantial evidence showing that big game species are negatively affected by oil and gas drilling on winter ranges. See the studies referenced above. These studies document the negative effects of oil and gas drilling on big game winter ranges and winter range use, as well as on big game migration routes, even when winter timing stipulations are in effect. 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. Unfortunately, BLM does not appear to have undertaken any analysis to determine which parcels intersect WGFID-identified migration corridors, despite its obligation to do so under NEPA's hard look provisions.</p> <p>The findings in the scientific and popular literature have been confirmed in recent BLM NEPA documents. The Green River EIS/RMP/ROD is replete with documentation of the importance of crucial winter ranges, and their ongoing loss, despite the stipulation required by BLM. Green River EIS/RMP at 347-349. ("Probably the single most important factor affecting antelope populations are weather," at 438-441.) (" . . . oil and gas development in Nitchie Draw causing forage loss and habitat displacement;" "Displaced wildlife move to less desirable habitat where animals may be more adversely stressed . . .;" "Long-term maintenance and operations activities in crucial wildlife habitats would continue to cause displacement of wildlife from crucial habitats, including . . . crucial big game winter habitats;" "Surface disturbing activities would continue to cause long-term loss of wildlife habitat," etc.) The Jack Morrow Hills EIS also documents the importance of crucial winter ranges, particularly to elk, and the sensitivity of wildlife on winter ranges not only to drilling during the winter period, but also due to ongoing displacement and disturbance of wildlife from oil and gas development. Jack Morrow Hills EIS at 4-61 to 4-64, 4-80 to 4-88. The Rawlins Draft RMP further documents the negative effects of oil and gas drilling on big game when on winter ranges. Rawlins RMP Draft EIS at 3-131 to 3-136.</p> <p>Given this evidence and the simple fact that each well pad converts 3-5 acres of crucial winter range to bare ground for extended periods of time, there is no rational basis for BLM to claim that it meets Wyoming's mitigation policy. It is impossible for crucial winter ranges to remain</p>	

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	<p>“unchanged” in terms of the location, essential features, and species supported, even if drilling does not take place during the timing stipulations. What is worse, however, is the fact that drilling does take place during the timing stipulations when they are waived, as they frequently are. Crucial winter ranges will clearly not remain “unchanged” because BLM has not retained the authority to condition well operations (lasting for decades) at the leasing stage.</p> <p>The Federal Land Policy and Management Act (FLPMA) requires BLM to “coordinate the land use inventory, planning, and management activities of [public lands] with the land use planning and management programs of . . . the States and local governments . . . by, among other things, considering the policies of approved State and tribal resource management programs.” 43 USC 1712I(9) (emphasis added). BLM must give special attention to “officially approved and adopted resource related plans.” 43 CFR 1601.0-5(g). BLM must remain apprised of State land use plans, assure they are considered, and resolve to the extent practical, inconsistencies between state and federal plans. 43 USC 1712I(9).</p> <p>There is no indication that BLM’s winter timing stipulation is based on consideration of Wyoming’s 1998 Mitigation Policy, or its new programmatic standards policy. It is apparent there has been no attempt to resolve inconsistencies between what BLM’s stipulation provides and what Wyoming’s mitigation policy requires. There are certainly inconsistencies. BLM’s timing stipulation attempts to prohibit drilling during limited periods, yet this prohibition is frequently waived. Indeed, quite recently the WG&F asked BLM in Wyoming not to grant any waivers of stipulations last winter due to the lack of quality forage for big game in their winter range and the anticipated impacts that year-round drilling will have on big game under those conditions. BLM has refused to accede to this request and has proceeded to grant waivers and exceptions. Wyoming’s mitigation policy specifically seeks to fill gaps left by the timing stipulation, by requiring a number of standard management practices on crucial winter ranges in all cases. These recommendations are standing policy which WG&F expects to be applied in every instance of leasing in crucial winter range.</p> <p>The inconsistencies are even more glaring when one considers the fact that BLM’s timing stipulation does not regulate the production phase. Until BLM considers and attempts to resolve these inconsistencies, it cannot allow the sale of the Crucial Winter Range Parcels to go forward. To do so would be a violation of NEPA.</p>	

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	<p>Furthermore, the timing stipulation attached to the Crucial Winter Range Parcels is inconsistent with the policy of the BLM Wyoming State Office, as enunciated in the Revised Umbrella Memorandum of Understanding (MOU) between BLM and Wyoming Game and Fish Department.</p> <p>The various requirements in the WG&F minimum programmatic standards for oil and gas development establish “sideboards” as to what actions need to be taken to prevent unnecessary or undue degradation. BLM has not considered these standards from the perspective of its FLPMA-imposed requirement to prevent unnecessary or undue degradation. BLM is not meeting its duty to take “any” action that is necessary to prevent unnecessary or undue degradation. 43 USC 1732(b). Once again, this failure is most apparent where application of the winter timing stipulation does not even regulate ongoing operations such as production. BLM has an independent duty under FLPMA to take any action necessary to prevent unnecessary or undue degradation, in addition to its NEPA duty to coordinate its activities with the State of Wyoming and comply with the MOU. Since BLM has given up its ability to require restrictions in the future by not imposing sufficient stipulations at the leasing stage, the effect of this failure to require adequate restrictions at the leasing stage violates FLPMA by permitting unnecessary or undue degradation when oil and gas development commences.</p> <p>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 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.</p>	
20	<p><u>Biodiversity Conservation Alliance:</u> Wyoming Pocket Gopher</p> <p>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. The EA notes potential impacts to pocket gophers including direct mortality and habitat fragmentation. As BLM is no doubt aware, BCA</p>	<p>Table 1 identifies which parcels on the November 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.</p>

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	<p>authored a petition to list the Wyoming pocket gopher as Threatened or Endangered under the Endangered Species Act. The U.S. Fish and Wildlife Service’s finding that the Wyoming pocket gopher is not warranted for Endangered Species Act protections only heightens the fact that this incredibly rare species faces a grim long-term prognosis due to direct conflicts in its limited range with oil and gas development. 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. The Leasing EA does not provide adequate protections to prevent impacts to pocket gophers. More needs to be done.</p> <p>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>These leases should not issue pending site-specific NEPA analysis; no analysis has been done at the RMP level. Wyoming pocket gophers are one of the rarest mammals in North America, if not the rarest. This naturally uncommon species is extremely vulnerable to habitat loss due to mining and energy development and associated roads, and to habitat fragmentation due to roads and well fields. Oil and gas development poses perhaps the greatest threat to Wyoming pocket gopher viability. Both breeding and foraging activities of Wyoming pocket gopher populations are impacted by above and below ground disturbances associated with oil and gas exploration, drilling and associated activities. Impacts of oil and gas development to Wyoming pocket gopher include (1) direct habitat loss from new construction, (2) increased human activity and pumping noise causing generally known and unknown behavioral changes, (3) direct mortality associated with reserve pits, crushing due to vehicular movements and construction activities, and (4) lowered water tables resulting in herbaceous vegetation loss. These impacts have not been thoroughly evaluated with full NEPA analysis.</p>	<p>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> <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 November 2013 lease parcel EA meets the requirements of IM 2010-117.</p> <p>We assume that you mean the May 2013 Leasing EA, not the February 2010 Leasing EA.</p>

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	<p>More information is needed about Wyoming pocket gophers to confidently assess the spatial dynamics of populations. Factors such as low dispersal ability, high inbreeding, and high variation over small geographic areas suggest that Wyoming pocket gopher meta-population structures could easily be disrupted when local populations are isolated over relatively short distances. The continuity of suitable habitat thus becomes an important component in the conservation of Wyoming pocket gopher populations. Very little is known regarding survivorship and mortality in Wyoming pocket gophers. Most do not live more than two breeding season, but they are capable of living longer under favorable circumstances. Climate may be a factor in <i>T. clausius</i> survival and recruitment. Researchers also stated that sub-adult pocket gophers appeared to experience unusually heavy mortality when forced to live in marginal habitats.</p> <p>Mammalogists and other wildlife and soil scientists recognize pocket gophers for their positive impacts on the ecosystems they inhabit. These effects primarily result from extensive tunneling activity, which can affect soil formation, hydrology, and nutrient flows. In addition, pocket gophers' consumption of below-ground plant biomass can alter the competitive interactions of plants and thereby influence above-ground vegetation. Like other "ecosystem engineers" (e.g., ants, beavers, prairie dogs), pocket gopher activities can drive ecosystem function, making them important to native ecosystems. The extensive burrow systems provide habitat for numerous other burrowing and opportunistic species. Abandoned pocket gophers provide habitat for salamanders, snakes, insects, and other rodents.</p> <p>In addition, pocket gophers serve as prey for a number of birds and mammals, but it is suspected that natural predation is not a factor limiting pocket gopher distribution and abundance. Since gophers evolved with natural predators, it is unlikely such predation would play a role in population declines unless accompanied by other extenuating circumstances. Such extenuating circumstances might include increased predation from generalist predators whose distributional expansion has been facilitated by human alteration of the landscape (e.g., feral cats, coyotes, raccoons). Three-dimensional structures associated with oil and gas development, like power lines and buildings, create raptor perches. Such development has transformed pocket gopher habitat from a largely flat plane to a world with increased opportunities for raptor predation. In the event that Wyoming pocket gopher populations become small and/or isolated, even</p>	

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	<p>natural predation events could cause a marked population decline.</p> <p>Pocket gophers are strongly fossorial, living most of their lives in burrow systems and underground tunnels. Based on the very limited information base, the Wyoming pocket gopher appears to segregate from northern pocket gophers by preferentially occupying dry, gravelly, shallow-soil ridge tops rather than deeper soiled swales and valley bottoms, but this information is tenuous and useful mainly to inform further investigation. The long distance movement and dispersal capabilities of Wyoming pocket gophers are limited since they stay underground most of the time, foraging above-ground only at night or on overcast days. Plus, the energetic costs of burrowing are high enough to be a physiological limitation to movement.</p> <p>Other species of pocket gophers may have longer-distance dispersals beneath snow, but this is unlikely for Wyoming pocket gophers because the species' preferred habitat is presumed to be dry ridges with low snow accumulation and wind scouring that tends to deposit existing snow in depressions.</p> <p>A suitable landscape for Wyoming pocket gophers may be loosely defined as a dry upland with gravelly, yet still tractable, soils and relatively high productivity of grasses and forbs (high food availability). Given the species' small home ranges, the continuous area of such habitat capable of supporting a local population of Wyoming pocket gophers may be relatively small. However, long-term persistence of the gophers would likely depend on larger areas of such habitat arranged in patches of sufficient proximity to allow dispersal between patches. Other than coarse scale habitat availability, it is unclear what limits the structure and growth of populations. The extremely varied diets of various pocket gopher species have led to the conclusion that food is seldom a limiting factor in pocket gopher distribution, but the nature and amount of vegetation may affect local population densities.</p> <p>The Wyoming pocket gopher is known to occur only in Sweetwater and Carbon Counties in Wyoming. As its range is currently defined, the Wyoming pocket gopher appears to occur primarily on multiple-use lands managed by the BLM. These lands are extensively intermixed with parcels of private land. A variety of biological factors can make animals intrinsically susceptible to disturbance, including narrow distribution, habitat specificity, restrictive territoriality and area requirements, susceptibility to disease, low dispersal capability, high site fidelity, and low reproductive capability. After reviewing</p>	

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	<p>available information, researchers considered the intrinsic vulnerability of Wyoming pocket gophers to be moderate due to highly limited distribution, limited dispersal ability, and the uncertainty surrounding many aspects of their biology.</p> <p>Small mammals with restricted distributions and/or narrow habitat requirements are more vulnerable than others to habitat loss. The paucity of information regarding Wyoming pocket gophers requires extreme caution when proposing to disturb potential habitat. Habitat destruction is the primary threat to <i>T. clusius</i>. Habitat fragmentation and isolation also threaten <i>T. clusius</i>. Continued oil and gas development creates increasingly dense road networks, diminishes corridors for dispersal, and further separates populations. Roads act as barriers to finding mates, leading to inbreeding and loss of gene flow within individual populations. Habitat fragmentation results in shrinking islands of intact habitat with increased exposure to edge effects. The impacts of disturbances associated with oil and gas development will only increase under the February sale of parcels containing Wyoming pocket gophers and habitat.</p> <p>Development is not just destroying and fragmenting habitat, it is also degrading it. Soil disturbances typical of oil and gas development projects, motorized vehicle impacts, and other activities are known to exacerbate the introduction and subsequent spread of noxious weeds. Noxious weeds limit population density in fossorial mammals. In addition, herbicide use that invariably precedes and follows most forms of development also degrades pocket gopher habitat. Finally, individual pocket gophers are killed in the pursuit of commercial and industrial development.</p> <p>The Wyoming BLM assigned the Wyoming pocket gopher to its sensitive species list. The BLM developed the list to “ensure that any actions on public lands consider the overall welfare of these sensitive species and do not contribute to their decline”. In addition, the Wyoming Game and Fish Department includes the Wyoming pocket gopher on a long list of species of concern under Wyoming’s Comprehensive Wildlife Conservation Strategy. The BLM’s sensitive species management includes “developing conservation strategies” and “prioritizing what conservation work is needed.” BLM’s inclusion of parcels with Wyoming pocket gophers and habitat in the February 2010 lease sale does not indicate the agency is adhering to its own management standards.</p> <p>The Wyoming Natural Diversity Database has assigned the</p>	

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	<p>Wyoming pocket gopher a rank of G2/S2. The G2 refers to a relatively high probability of global extinction, based primarily on the species' extremely small global range. The S2 refers to a relatively high probability of extinction from Wyoming, based largely on range restriction, but also considering apparently low range occupation, uncertain abundance trends, and moderate biological vulnerability. Further, the Database assigned a Wyoming Significance Rank of Very High to the Wyoming pocket gopher, which reflects the extremely high contribution of Wyoming population segments to continental persistence of the species.</p> <p>To date, there are no management plans or conservation strategies pertaining explicitly to the Wyoming pocket gopher, although one status assessment has been drafted with support of the Wyoming BLM State Office and the Wyoming Natural Diversity Database. There appear to be insufficiently described mechanisms by which conservation of Wyoming pocket gophers could be achieved should oil and gas development occur within their known and potential range. However, the primary concern stated by most studies of the species is the lack of information on its biology and ecology. Without gathering the needed information, conservation mechanisms' efficacy cannot be determined. Biodiversity Conservation Alliance asks the Wyoming BLM State Office to withdraw parcels containing known and potential Wyoming pocket gophers and habitat while adequate information is gathered and evaluated and the USFWS completes its review of our petition for listing under the ESA.</p> <p>Negative impacts of oil and gas operations on Wyoming pocket gopher and their implications for the species are named in virtually every scientific Wyoming pocket gopher (<i>Thomomys clusius</i>) conservation assessment and survey. Wyoming pocket gopher mitigation measures are essentially non-existent due to their extremely limited range and a paucity of scientific knowledge concerning its ability or inability to adapt to changing habitat conditions. BLM has failed to provide any analysis, whether field experiments or literature reviews, that describes if and how disturbance to <i>T. clusius</i> habitat would be "avoided." There is substantial new information in recent studies to warrant supplemental NEPA analysis of the impacts of oil and gas development to Wyoming pocket gopher. It is incumbent upon BLM to consider the most recent scientific evidence regarding the status of this species and to develop mitigation measures, if possible, which will ensure the species is not moved toward listing under the Endangered Species Act. It is clear from the scientific evidence and a total absence of meaningful BLM (state and federal levels),</p>	

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	<p>Wyoming Game and Fish, and U.S. Fish and Wildlife Service conservation measures for the Wyoming pocket gopher that current protections are non-existent, thereby allowing if not encouraging habitat degradation and destruction. New and continuing Wyoming pocket gopher survey information constitutes significant new information that requires amendment of the Resource Management Plans before additional oil and gas leasing can move forward.</p> <p>For example, the BLM itself has been forced to admit that “New information from monitoring and studies indicate that current RMP decisions/actions may move the species [greater sage grouse] toward listing...conflicts with current BLM decision to implement BLM’s sensitive species policy” and “New information and science indicate 1985 RMP Decisions, as amended, may not be adequate for greater sage grouse.” Continued application of stipulations known to be ineffective in the face of strong evidence that they do not work, and continuing to drive the greater 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. We hold that, in the case of the Wyoming pocket gopher, relevant stipulations do not exist. Further, we hold that a total absence of stipulations serves to drive the Wyoming pocket gopher toward ESA listing in violation of BLM Sensitive Species policy, is arbitrary and capricious, and is an abuse of discretion under the Administrative Procedure Act.</p> <p>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 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 directly and indirectly negatively impact Wyoming pocket gopher populations and habitat and increase the potential for listing by USFWS as a Threatened or Endangered species, in violation of BLM’s duty to take all actions necessary to prevent listing.</p>	

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	<p>The following information represents Wyoming pocket gopher survey data collected in 2008 by consulting firm, Hayden-Wing Associates, LLC.</p> <p>The Wyoming pocket gopher (<i>Thomomys clusius</i>) is the only known vertebrate species endemic to Wyoming—apparently only in south-central Wyoming and in specifically Sweetwater and Carbon counties. One of our petitions primary rationales for the species’ listing under the Endangered Species Act is the potential negative effects of energy development taking place within their known range. Energy development is also named as a “more likely” threat than even agriculture to the Wyoming pocket gopher in the Wyoming Natural Diversity Database Wyoming pocket gopher Conservation Assessments.</p>	
21	<p><u>Biodiversity Conservation Alliance:</u> Wilderness</p> <p>Parcels 23, 24, 25, 26, 27, and 28 fall within or partially within the Kinney Rim South citizens’ proposed wilderness area. Parcels 12, 19, 20, 21, 22, and 23 fall partially or entirely within the Adobe Town citizens’ proposed wilderness and the Adobe Town Very Rare or Uncommon area. Parcels 10, 11, 19, 20, 21, 22, and 23 are on lands that the BLM has determined to possess wilderness qualities. EA at 39. Parcels 9, 10, 11, 16, 17, 24, 25, 26, 27, and 28 also appear to fall within the Adobe Town Dispersed Recreation Use Area as outlined 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, do not appear to have 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. This is particularly true for Parcel 14, which falls in an area that BLM initially regarded as not possessing naturalness, yet contains only human-caused features allowable within wilderness under H-6310 guidance. We recommend all these parcels not already slated for deletion be deferred pending new</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 Rawlins Field Office is in compliance with the policies of IM-2011-154 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.</p> <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 2004-110, 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>From EA sections 3.2.3 and 4.2.13: Offering the 15 parcels</p>

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	<p>wilderness inventories to be conducted pursuant to BLM IM 2011-154, or deleted from the sale.</p> <p>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> <p>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. Therefore, BLM will violate NEPA if these lands are leased in this sale. Before leasing these parcels, BLM must analyze impacts to visitors' experiences, recreation values, and scenic values. See e.g., Pennaco Energy, Inc. v. Department of the Interior, 377 F.3d 1147 (10th Cir. 2004). The regulations implementing NEPA provide that federal agencies shall, to the fullest extent possible, "[u]se the NEPA process to identify and assess the reasonable alternatives to proposed actions that will avoid or minimize adverse effects of these actions upon the quality of the human environment." 40 C.F.R. § 1500.2(e). Such alternatives should include reasonable alternatives to a proposed action that will accomplish the intended purpose, are technically and economically feasible, and yet have a lesser impact. <i>Id.</i>; <i>Headwaters, Inc. v. BLM</i>, 914 F.2d 1174, 1180-81 (9th Cir. 1990); <i>City of Aurora v. Hunt</i>, 749 F. 2d 1457, 1466-67 (10th Cir. 1984). The purpose of NEPA's alternatives requirement is to ensure agencies do not undertake projects "without intense consideration of other more ecologically sound courses of action, including shelving the entire project, or of accomplishing the same result by entirely different means." <i>Envnt'l Defense Fund, Inc. v. U.S. Army Corps of Eng'rs</i>, 492 F.2d 1123, 1135 (5th Cir. 1974); see also <i>Or. Envnt'l Council v. Kunzman</i>, 614 F.Supp. 657, 660 (D. Or. 1985) (stating that the alternatives that must be considered under NEPA are those that would "avoid or minimize" adverse environmental effects).</p> <p>The Green River and Rawlins RMPs were adopted</p>	<p>in the DRUA at the November 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 15 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.</p> <p>State of Wyoming "very rare or uncommon" area designations are addressed in Section 3.2.3 of the EA.</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 has not been determined at this time.</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.</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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	<p>substantially before BLM’s latest wilderness inventory manual. The Green River RMP in particular is quite old and the NEPA analysis that was conducted is even older than the plans. The Green River plan was approved before oil and natural gas of the current scale and impact was on the BLM’s radar screen. While there has been oil and gas development in Wyoming for decades, today’s pace of leasing and drilling wasn’t foreseen, indeed, couldn’t have even been contemplated, at the time these management plans were developed. It is undeniable that BLM has been under intense pressure to lease every acre of public land which has any potential for future oil and gas development.</p> <p>In its initial inventorying of the CWP proposed lands in the 1970s under the Wilderness Act of 1964, BLM determined that they did not possess wilderness qualities. Since that time, new information has been provided to BLM regarding these proposed wilderness areas. In approximately 1992 the Sierra Club submitted a citizens’ wilderness proposal to BLM which included Adobe Town. In 2001 a more comprehensive citizens’ proposal for wilderness areas was submitted to BLM by BCA. BLM has had an opportunity to reassess these areas for their wilderness qualities since receiving the BCA submission, and should have its own analysis on record. Many years have passed since the initial assessment and inventory by BLM in the 1970s.</p> <p>Under the Federal Land Policy and Management Act (FLPMA) BLM was required to inventory all roadless areas on public lands over 5,000 acres under its jurisdiction and to identify lands which have wilderness characteristics as described in the Wilderness Act of 1964. 43 U.S.C. § 1782(a). In addition, under 43 U.S.C. 1711(a), BLM is required to maintain an inventory of all public lands and their resource and other values, which is to be kept current so as to reflect changes in conditions and to identify new and emerging resource and other values.</p> <p>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 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</p>	

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	<p>wilderness values through site-specific NEPA analysis.</p> <p>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.</p> <p>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> <p>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 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</p>	

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	<p>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).</p> <p>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> <p>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>Interestingly, for the Rawlins Field Office Parcels, BLM’s Appendix D states 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</p>	

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	<p>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>Importantly, BCA’s legal settlement with BLM over the Rawlins RMP dictates that the agency shall consider VRM Class I, which would entail no leasing or non-waivable NSO, for lands adjacent to Adobe Town. The VRM Plan amendment currently underway provides the NEPA process for considering this VRM change. BLM must not lease these adjacent parcels until the VRM Plan Amendment is complete and the alternative to apply VRM Class I to these lands is fully considered, in order to comply with the terms of this settlement agreement.</p> <p>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</p>	

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	<p>and development, the BLM has full authority over this aspect, and we expect the agency to exercise it. 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>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>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, particularly those on the northern slope of the Powder Rim, 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 Adobe Town WSA. Any industrial development associated with oil and gas leasing</p>	

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	<p>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.</p>	
22	<p><u>Biodiversity Conservation Alliance:</u> Monument Valley Management Area</p> <p>Parcel 12 falls within the Monument Valley Management Area (MVMA), established under the Green River Resource Management Plan. BLM cannot offer these parcels for lease without a VRM Class II CSU stipulation, and does so in Table 12. 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>	<p>Language has been added to Sections 3.2.12 and 4.2.12 of the EA to discuss management of parcels located in the Monument Valley Management Area (MVMA).</p> <p>Offering this 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>This parcel is located in areas open for oil and gas leasing in accordance with the land use plan.</p>
23	<p><u>Biodiversity Conservation Alliance:</u> Parcels issued under legally inadequate RMPs</p> <p>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 (10, 11, 12, 19, 20, 21, 22, and 23) and in the Kinney Rim</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) 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.</p> <p>For Rock Springs Field Office parcels, Lands with Wilderness Character are adequately addressed in Sections 3.2.3 and 4.2.3.</p>

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	<p>South citizens' proposed wilderness (Parcels 23, 24, 25, 26, 27, and 28). 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. For Rock Springs Field Office parcels, the agency has never yet undertaken a NEPA land-use planning analysis that considers the Adobe Town citizens' wilderness proposal and/or MVMA 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>
24	<p><u>Biodiversity Conservation Alliance:</u> Failure to take a hard look at impacts to sensitive lands and resources</p> <p>There are several egregious omissions of impact analysis for lands specially designated by BLM or other government entities to protect sensitive resources. As noted above, a number of lease parcels fall within the Monument Valley Management Area. 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. 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. As the Resource Management Plans that underlie the leasing EA likewise have failed to undertake such a specific analysis, the leasing of these parcels cannot move forward.</p>	<p>See Comment 22.</p> <p>Language has been added to Sections 3.2.3 and 4.2.3 of the EA to discuss oil and gas leasing and subsequent development in the Adobe Town Very Rare or Uncommon area designated by the Wyoming Environmental Quality Council.</p>
25	<p><u>The Wilderness Society:</u></p>	<p>Mailed comments were received by BLM on May 28, 2013. The postage meter date on envelope is 05/24/13, two days after comments were due to BLM. A copy of the comments was also emailed to BLM on May 24, 2012. Because of the late submission, BLM will not respond directly to the comments.</p> <p>The late comments are directed toward parcels in the Adobe Town area, wilderness characteristics, the Rawlins RMP, the range of alternatives in the EA, and the Rawlins VRM RMP amendment. These comments are similar to those</p>

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		submitted by the Wilderness Society and addressed by BLM for the May 2013 Oil and Gas lease sale and similar to other comments already addressed for the November 2013 Oil and Gas lease sale.
26	<u>Wyoming Wilderness Association:</u>	<p>Mailed comments were received by BLM on May 30, 2013. The post marked date on envelope is 28 May 2013, six days after comments were due to BLM. A copy of the comments was also emailed to BLM on May 28, 2012. Because of the late submission, BLM will not respond directly to the comments.</p> <p>The late comments are directed toward parcels in the Adobe Town area and the Rawlins VRM RMP amendment. These comments are similar to other comments already addressed by BLM for the November 2013 Oil and Gas lease sale.</p>