

Appendix F Public Comments and Agency Response

#	Comment	Response
1	<p>Sweetwater County: Sweetwater County supports the EA's Alternative C, which offers all 61 eligible parcels for sale and subsequent leasing, rather than Alternative B, which offers a reduced number of 53 whole and partial parcels for sale and leasing. The BLM's Preferred Alternative B, completely or partially defers 21 parcels or 12,021 acres within sage grouse core areas and habitat from sale and leasing. These deferrals are proposed to allow BLM to complete the on-going Greater Sage-Grouse RMP process. Sweetwater County believes that the BLM should set aside its duplicative Greater Sage Grouse RMP process, and it should rely on the U.S. Fish and Wildlife Service approved Wyoming Sage Grouse Core Area Strategy for evaluating impacts to Sage Grouse. This would eliminate unnecessary administrative delays and expedite oil and gas leasing, and in turn, it would enhance the economy of Sweetwater County and the State of Wyoming.</p>	Comment acknowledged, response not required
2	<p>Sweetwater County: Sweetwater County appreciates the EA's emphasis that "Purchasers of oil and gas leases are required to obey all applicable federal, state, and local laws and regulations including obtaining all necessary permits should lease development occur...." The County welcomes the opportunity to work with developers in obtaining the necessary County permits which may range from Construction and Conditional Use Permits to Road Access Permits and Road Crossing licenses.</p>	Comment acknowledged, response not required
3	<p>Sweetwater County: Sweetwater County is a member of the Coalition of Local Governments and supports the comments submitted by the Coalition.</p>	Comment acknowledged, response not required
4	<p>Anadarko Petroleum Company: Anadarko contests the partial deferral of acreage associated with parcel 1405-025 (See EA at 7, Appendix B, RFO at 16) in the interest of conservation of the Greater Sage-Grouse..... A review of sage-grouse concerns for the WY-1405-025 (T.0180N, R.0910W, 06th PM, WY Sec. 014 had previously been provided in our June 19, 2013 nomination package. This package included a detailed review utilizing the Greater sage-grouse lease screen referenced within Appendix B (IM-WY-2012-019). This review provided that this parcel was wholly outside of the 0.6 mile buffer associated with any occupied leks within Core. Anadarko's review submitted previously has been refined to focus on this parcel and is attached for your review.</p>	Parcel 1405-025 has been reevaluated and is in fact wholly outside of the 0.6 mile buffer associated with any occupied leks within Core. However the 120.000 acres that were deferred by WY IM 2012-019 will now be deferred at the discretion of the State Director. Parcels within core areas that contain less than 640 acres are deferred as well in the interest of conservation of the Greater Sage-Grouse. Deferral is pending completion of the ongoing Greater Sage-Grouse RMP amendment process in the Rock Springs, Kemmerer, Pinedale, and Rawlins field offices. Language in the EA and in Appendix B have been changed to reflect this.

Appendix F Public Comments and Agency Response

#	Comment	Response
5	<p>Anadarko Petroleum Company: Further, deferral of acreage associated with potential inconsistency with pending resource management plan (RMP) amendments and the State of Wyoming Executive Order 2011-5, is speculative as the agency does not have a project proposal in hand. Anadarko requests that these lands be moved forward to lease sale.</p>	Comment acknowledged, response not required
6	<p>WildEarth Guardians: BLM attaches a number of stipulations, most notably timing stipulations, and relies upon them to reduce impacts to sensitive wildlife resources without ever analyzing the effectiveness of these stipulations. Many of these stipulations are known to be ineffective as outlined below.</p>	Comment acknowledged, response not required
7	<p>WildEarth Guardians: Sage Grouse Parcels 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 56, 57, 58, 59, 60, 61 and 62 are completely or partially within sage grouse Core Areas according to our sage grouse leasing screens. Under Instruction Memorandum No. WY-2012-19, lands falling within sage grouse Core Areas that are primarily under BLM ownership and are not extensively leased are recommended for deferral from oil and gas leasing. Given the pendency of the Sage Grouse Plan Amendment EIS, and the perilous status of the sage grouse with regard to Endangered Species listing, these lands should all be deferred from leasing pending an outcome of the RMP amendments. ‘No leasing in Core Areas’ is one reasonable alternative which BLM has been asked to consider in its Sage Grouse Plan Amendments process, and also in its RMP revisions by BLM Instruction Memorandum requiring that National Technical Team recommendations be analyzed in detail, and leasing Core Area lands regardless of what screening mechanisms they have been subjected to will violate CEQ guidance. Please note that the National Technical Team did not recommend screening parcels inside Core Areas for at least 11 square miles of unleased federal mineral estate before closing federal lands to future leasing.</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> <p>The referenced document was prepared for the land use planning efforts underway within the BLM. The BLM is in constant coordination with those RMP teams and these ongoing projects</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
8	<p>WildEarth Guardians: Parcels 20 and 25 are in areas closed to leasing, and will be withdrawn from the lease sale. EA at 1, 2. We concur with this decision. We agree with BLM's recommendations to defer the offering of Parcels 6, 21, 22, 23, 26, 27, 29, 56 and 58 under Alternative B (EA at Appendix C), which fall entirely or partially within Core Areas. We agree with BLM's recommendations to defer at least in part the offering of Parcels 20, 24, 25, 30, 57, 59, 60, and 61. 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. BLM notes an additional deferral at State Director discretion of 7,552.81 acres due to sage grouse conservation concerns (EA at 7), and points to an Appendix F which was not posted to the BLM website with the remainder of the EA and its appendices. This is a bit confusing; please clarify the difference between the Appendix C and Appendix F deferrals.</p>	<p>The EA has been changed to reference Appendix A rather than appendix F. Appendix A details the process for conducting the sage grouse leasing screen under Instruction Memorandum No. WY-2012-19. Appendix C summarizes the results from Appendix A and includes additional parcel deferrals at State Director discretion due to sage grouse conservation concerns.</p>
9	<p>WildEarth Guardians: Parcels 18, 19, 28, 31, 33, and 62 fall entirely or partially within a Core Area, yet are not earmarked for even partial deferral. These parcels should be deferred as well.</p> <p>BLM chose not to consider deferring all parcels that fall within sage grouse Core Areas:</p> <p style="padding-left: 40px;">An alternative was considered that would defer all remaining parcels that are located within sage-grouse core areas. This alternative was not carried forward into detailed analysis because it is not supported by IM WY-2012-019, Greater Sage-Grouse Habitat Management Policy on Wyoming Bureau of Land Management (BLM) Administered Public Lands Including the Federal Mineral Estate and IM WO-2012-043, Greater Sage-Grouse Interim Management Policies and Procedures.</p> <p>EA at 8. This alternative is a fully reasonable and well-reasoned option, and BLM's explanation for why it was not considered in detail is inconsistent with the precepts of NEPA. Under NEPA, BLM must consider a range of reasonable alternatives, including those that are outside the agency's authority to implement. In this case, such an alternative would be fully within BLM's authority to implement; a state office Instruction Memorandum is readily replaced without NEPA process.</p>	<p>The Sage-grouse leasing screen was followed from IM 2012-019. The parcels in High Desert District listed did not meet the screening criteria and therefore were offered for sale.</p> <p>Comment acknowledged.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
10	<p>WildEarth Guardians: A decision not to defer parcels which are part of an area less than 11 square miles of BLM controlled, unleased land would be derived from a Wyoming State Instruction Memorandum which was not part of any RMP, was not subject to NEPA review, and possibly as a result yield outcomes that will likely be deleterious to sage grouse. One such outcome is that BLM adopts recommendations in the National Technical Team Report through the Sage Grouse RMP Amendments or through RMP amendments, yet the existence of the leases in question create valid existing rights that cannot be undone. Once BLM leases such lands, they are very difficult to “unlease.” The result could be development in accordance with lease terms that harms the welfare of sage grouse and/or degrades their habitats, undermining population recovery or maintenance, while eliminating the option to keep these lands free of lease encumbrances under the Sage Grouse Plan Amendments and/or pending RMP revisions. These parcels should be deferred from sale even if they are not part of 11 square miles of unleased mineral estate held by BLM.</p>	<p>The Sage-grouse leasing screen was followed from IM 2012-019. The parcels in High Desert District listed did not meet the screening criteria and therefore were offered for sale.</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>
11	<p>WildEarth Guardians: 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 2012 Wyoming leasing IM. BLM should do its best to keep largely unleased areas of public land in Core Areas unleased, regardless of mineral ownership patterns.</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>
12	<p>WildEarth Guardians: 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</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>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>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>	
13	<p>WildEarth Guardians: Lease parcels should also be screened against Sage Grouse ACECs proposed in the context of the statewide Sage Grouse Plan Amendments EIS process. Many of the proposed ACECs have for proposed management withdrawal from future oil and gas leasing. Parcels in each of these areas should be deferred pending the outcome of the Sage Grouse Plan Amendments process, so that a proper decision can be made regarding whether or not to lease them and/or appropriate stipulations can be attached, per IM 2004-110 Change 1. BLM should also consider whether any parcels fall within proposed Sage Grouse ACECs. In the forthcoming RMP revisions, it is our expectation that the BLM will be considering the designation of several Core Areas as Sage Grouse ACECs, to be managed for no future leasing for oil and gas development.</p>	<p>BLM and US Forest Service are currently engaged preparing an amendment to the nine land use plans to evaluate the status of sage grouse and to incorporate results and recommendations from recent studies.</p> <p>In accordance with IM 2010-110, Change 1 and Lease Notice No. 3 any new standards /mitigation/ stipulations coming forth from that process can be applied to post-lease actions.(i.e., APDs, Sundry Notices, Rights-of-Way, etc.</p> <p>IM 2004-110 Change 1 states, “A decision temporarily to defer could include lands that are designated in the preferred alternative of draft or final RMP revisions or amendments . . .” (emphasis added). The sage grouse amendments have not designated a preferred alternative to date; consequently the request deferral is outside the policy of the IM.</p> <p>All parcels for the May 2013 proposed sale have been analyzed consistent with WY-IM-2012-019 ‘Greater Sage-Grouse Habitat Management Policy on Wyoming BLM Administered Public Lands Including the Federal Mineral Estate’ to determine whether the parcel should be offered for sale or deferred until the ongoing RMP Amendments are completed.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
14	<p>WildEarth Guardians: In addition, Parcels 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 24, 25, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 49, 50, 53, 54, and 55 have lands that are entirely or partially outside designated sage grouse Core Areas but contain or are in close proximity (within 4 miles) to one or more occupied sage grouse leks. These are being considered for protection as General Habitats under the sage grouse RMP amendment process, and BLM should defer the offering of these parcels in order to preserve the option to adopt alternatives that are more protective of sage grouse living in habitats outside designated Core Areas/Priority Habitats.</p>	See Response to Comment 13.
15	<p>WildEarth Guardians: The lands within 4 miles of active leks are typically used for nesting, a sensitive life history period when sage grouse are sensitive to disturbance from oil and gas drilling and production activities. The current standard sage grouse stipulations that apply outside Core Areas are biologically inadequate, and their effectiveness has not been established by BLM. Indeed, scientific studies demonstrate that these mitigation measures fail to maintain sage grouse populations in the face of full-field development. BLM should not issue these sage grouse parcels unless a rigorous set of stipulations, far stronger than those provided in the EA (such as NSO stipulations), 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>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’ 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>Additional stipulations are beyond the scope of this document. Oil and gas stipulations are developed at the RMP level. They cannot be changed unless done at that level.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
16	<p>WildEarth Guardians: 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 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>	See Response to Comment 15.

Appendix F Public Comments and Agency Response

#	Comment	Response
17	<p>WildEarth Guardians: 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>	See Response to Comment 15.
18	<p>WildEarth Guardians: Wyoming Game and Fish Department biologists have reached a consensus that the Timing Limitation Stipulations proposed for sage-grouse in this lease sale are ineffective in the face of standard oil and gas development practices. These stipulations have likewise been condemned as inadequate by the U.S. Fish and Wildlife Service and renowned sage-grouse expert Dr. Clait Braun. The BLM itself has been forced to admit that “New information from monitoring and studies indicate that current RMP decisions/actions may move the species toward listing...conflicts with current BLM decision to implement BLM’s sensitive species policy” and “New information and science indicate 1985 RMP Decisions, as amended, may not be adequate for sage grouse.” Continued application of stipulations known to be ineffective in the face of strong evidence that they do not work, and continuing to drive the sage-grouse toward ESA listing in violation of BLM Sensitive Species policy, is arbitrary and capricious and an abuse of discretion under the Administrative Procedures Act.</p>	See Response to Comment 15.

Appendix F Public Comments and Agency Response

#	Comment	Response
19	<p>WildEarth Guardians: The restrictions contained in IM No. WY-2012-019 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 “the radius of the perimeter of occupied sage-grouse leks,” a far cry from the science-based 3-mile buffer recommended by field biologists. Even less protective, restrictions outside Core or Connectivity Areas allow surface disturbing activities and surface occupancy as close as one quarter (0.25) of a mile from leks.10 BLM has too great an abundance of data to the contrary to continue with scientifically unsound stipulations as used in IM WY-2012-019 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. BLM should apply the recommendations of the National Technical Team instead, and in the meantime defer leasing until these recommendations can be formally adopted through the plan amendment/revision process. If the BLM and other federal agencies intend to keep the sage grouse from accelerating beyond other listing priorities, more protective measures, in adherence with the scientific recommendations of Holloran, Braun, and others, must be undertaken now.</p>	<p>It is beyond the scope of this EA to address the validity and/or perceived inadequacies of IM 2012-019.</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</p>
20	<p>WildEarth Guardians: The vague stipulations included in BLM’s Notice of Competitive Oil and Gas Lease Sale for particular parcels do little to clarify to the interested public or potential lessees what restrictions might actually apply to protect sage-grouse populations. For example, for some parcels, BLM imposes a Timing Limitation Stipulation and a Controlled Surface Use Stipulation. Such acceptable plans for mitigation of anticipated impacts must be prepared prior to issuing the lease in order to give the public full opportunity to comment, and to abide by the Department of Interior’s stated new policy to complete site-specific environmental review at the leasing stage, not the APD stage. Without site-specific review and opportunity for comment, neither the public nor potential lessees can clearly gauge how restrictive or lax “acceptable plans for mitigation” might be, and whether they comply with federal laws, regulations, and agency guidelines and policies. Thus, absent such review, the leases should not issue at all.</p> <p>BLM has the scientific information needed to recognize that any use of these parcels will result in further population declines, propelling the sage-grouse ahead of other “priorities” on the ESA “candidate list.” Again, it is in all interested parties favor (conservation groups,</p>	<p>Beyond the scope of this document. The leasing EA is a document tiered to and incorporating the RMP/EIS and does not represent a site specific evaluation of the resources such as would be analyzed under a project level document.</p> <p>Absent a definitive development proposal BLM cannot determine whether or not, or to what extent sage-grouse populations might be affected. Should development be proposed, additional site-specific NEPA analysis would be conducted. This environmental documentation would provide site specific analysis for the proposed action to address mitigation. 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>

Appendix F Public Comments and Agency Response

#	Comment	Response
	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.	
21	<p>WildEarth Guardians: We recommend against the sale of any lease parcels which contain sage-grouse leks, nesting habitat, breeding habitat, wintering habitat and brood-rearing habitat. We request that these parcels be withdrawn from the lease sale. Failing withdrawal of the parcels, parcel-by-parcel NEPA analysis should occur (we have seen no evidence of this in the November 2012 Leasing EA), and NSO stipulations must be placed on all lease parcels with sage-grouse leks. In addition, three-mile buffers must be placed around all leks. It is critical that these stipulations be attached at the leasing stage, when BLM has the maximum authority to restrict activities on these crucial habitats for the protection of the species, and that no exceptions to the stipulations be granted. BLM’s failure to do so will permit oil and gas development activities which will contribute to declining sage-grouse populations and ultimately listing by the U.S. Fish and Wildlife Service as a threatened or endangered species, in violation of BLM’s duty to take all actions necessary to prevent listing.</p>	<p>We assume you are referencing the May 2014 Leasing EA.</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’ and are in compliance with the existing land use plans as required by 43 CFR 1610.5.</p> <p>All stipulations that have been added to selected parcels are in compliance with existing land use plans.</p> <p>Instituting an NSO stipulation on all lease parcels with sage grouse leks and three-mile buffers around all leks is an RMP level decision and is beyond the scope of this EA.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
22	<p>WildEarth Guardians: Big Game Parcels 7, 22, 44, 58, 59, and 60 fall within mule deer crucial winter ranges and/or migration corridors. Parcels 6, 11, 16, and 56 fall within antelope crucial winter ranges, migration corridors, and/or parturition areas. Parcels 20, 21, and 22 fall within elk crucial winter ranges and/or parturition areas. In addition, Parcels 10, 12, 18, 20, 21, 24, 25, 26, 27, 28, 29, 39, 40, 44, 47, 48, 49, 50, 52, and 57 are crossed by WGFD-identified big game migration corridors. All portions of these parcels falling within big game crucial ranges should be deferred pending the completion of their Resource Management Plans.</p> <p>The crucial big game range portions of these parcels need to be deferred especially for RMPs (such as the Rock Springs RMP) pending completion of RMP revisions to avoid foreclosing on reasonable alternatives including no leasing and NSO-only leasing on big game winter ranges, which need to be considered by BLM. It would be prudent for BLM not to commit these lands for a 10-year period during which the leaseholders would possess some right to explore and produce oil and gas on their leaseholds. A comprehensive analysis of the level of crucial winter range conservation necessary to maintain herd populations at or above targets needs to be undertaken; we urge BLM to defer such parcels until this analysis is complete, in order to avoid foreclosing on options for conservation.</p>	<p>These parcels are located in areas identified as open to oil and gas leasing in the existing land use plans. Stipulations have been added to these parcels to mitigate for resource impacts, as appropriate.</p> <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>
23	<p>WildEarth Guardians: In its April 2008 Decision on a challenge of the June 6, 2006 lease sale, 11 the Interior Board of Land Appeals 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>We recommend against selling the lease parcels listed</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>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 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</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>above because BLM has in cases where parcels are not deferred 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>also provided an opportunity to give comments on the EA through the public comment period.</p>
24	<p>WildEarth Guardians: While WildEarth Guardians strongly recommends against the offering of any of these lease parcels for sale, at the minimum, all such parcels in big game crucial winter range and parturition areas should have No Surface Occupancy (NSO) stipulations applied to them. NSOs provide the only real protection for big game. Recent studies on the impacts of oil and gas development and production on big game in Wyoming show that the impacts have been huge. 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. The effectiveness of Timing Limitation Stipulations has been neither tested nor established by any other method by BLM, and the overall 30% decline of the Pinedale Mesa mule deer population while TLS stipulations were applied demonstrates their ineffectiveness.</p>	<p>Additional stipulations are beyond the scope of this document. Oil and gas stipulations are developed at the RMP level. They cannot be changed unless done at that level.</p> <p>The effectiveness and suitability of Timing limit Stipulation is outside the scope of this EA. Stipulations are applied in accordance with the RMP.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
25	<p>WildEarth Guardians: A further noteworthy factor is that timing limitations apply only during oil and gas development, not during the production phase. Once production begins, there are no stipulations in place for the protection of big game. It is therefore imperative that stipulations adequate to protect big game be applied at the <i>leasing</i> stage, not the APD stage. <i>See Center for Native Ecosystems</i>, 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 BLM has granted <i>winter-long</i> 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>Stipulations are applied in accordance with the RMP.</p> <p>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 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>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> <p>Additional stipulations are beyond the scope of this document. Oil and gas stipulations are developed at the RMP level. They cannot be changed unless done at that level.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
26	<p>WildEarth Guardians: 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 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.¹³ 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.¹⁴ 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</p>	See Response to Comments #23 and 25.

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>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 submitted substantial evidence showing that big game species are negatively affected by oil and gas drilling on winter ranges. <i>See</i> 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.</p>	
27	<p>WildEarth Guardians: 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</p>	See Response to Comment #25

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>BLM to claim that it meets Wyoming’s mitigation policy. It is impossible for crucial winter ranges to remain “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 <i>does</i> 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 <i>management activities</i> of [public lands] with the land use planning and management programs of . . . the States and local governments . . . by, among other things, considering the policies of approved State and tribal resource management programs.” 43 USC 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>	
28	<p>WildEarth Guardians: 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 <i>all</i> cases. These recommendations are standing policy which WG&F expects to be applied in every instance of leasing in crucial winter range.</p> <p>The 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</p>	See Response to Comments #23 and 25.

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>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>	
29	<p><u>WildEarth Guardians:</u> 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>	See Response to Comments #23 and 25.

Appendix F Public Comments and Agency Response

#	Comment	Response
30	<p>WildEarth Guardians: The parties also recommend against the sale of the Crucial Winter Range Parcels on the basis that their sale would cause unnecessary or undue degradation of public lands. “In managing the public lands the [Secretary of Interior] shall, by regulation or otherwise, take any action necessary to prevent unnecessary or undue degradation of the lands.” 43 U.S.C. § 1732(b) (emphasis added). BLM’s obligation to prevent unnecessary or undue degradation is not discretionary; it is mandatory. “The court finds that in enacting FLPMA, Congress’s intent was clear: Interior is to prevent, not only unnecessary degradation, but also degradation that, while necessary . . . is undue or excessive.” <i>Mineral Policy Center v. Norton</i>, 292 F.Supp.2d 30, 43 (D.D.C. 2003) (emphasis added). The BLM has a statutory obligation to demonstrate that leasing will not result in unnecessary or undue degradation.</p>	<p>These parcels are located in areas identified as open to oil and gas leasing in the existing land use plans.</p> <p>Absent a definitive development proposal BLM cannot determine what affects may occur on a given parcel, or whether or not a future development proposal would result in undue or unnecessary degradation</p>
31	<p>WildEarth Guardians: Wilderness Parcels 20, 44, 51, and 52 are entirely or partially inside Citizens’ Proposed Wilderness lands. Parcel 20 is in the Cow Butte – Wild Cow WHMA, which is closed to fluid mineral leasing (EA at 1), and thus will not be offered for sale; we appreciate BLM’s commitment to withdraw this parcel from the lease auction. Parcels 44, 51, and 52 are in the Monument Valley Management Area, an ACEC candidate area that was designated under the Green River RMP. The Green River RMP committed the BLM to considering this area for ACEC status, noting that insufficient information was available during the 1990s to determine whether the area meets relevance and importance criteria. A great deal of information has been brought to light during the past 15 years, much of which was highlighted in the state designation of this and other areas as Very Rare or Uncommon in 2007. See Attachment 1. This area was once again nominated for ACEC protection in scoping comments for the Rock Springs RMP revision process, which is currently underway. In order to maintain the full range of management alternatives under the RMP revision process, including the potential for ACEC designation, these lease parcels should be deferred from the lease auction at least until the Rock Springs RMP revision is completed.</p>	<p>The EA has been modified to acknowledge that parcels or portions of parcels 20, 44, 51, and 52 are in Citizen Proposed Wilderness Areas.</p> <p>Offering these parcels without waiting for the RMP Revision to be completed is in compliance with the BLM Land Use Planning Handbook H-1601-1, Section VII.E. which states, “Existing land use plans decisions remain in effect during an amendment or revision until the amendment or revision is completed and approved. The decisions of existing land use plans do not change. For example, if current land use plans have designated lands open for a particular use, they remain open for that use. Land use plan decisions may be changed only through the amendment or revision process.”</p> <p>These parcels are located in areas open for oil and gas leasing in accordance with the land use plan.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
32	<p>WildEarth Guardians: A small part of the northern end of Parcel 20 falls within the Wild Cow Creek citizens' proposed wilderness; this portion of the lease parcel should have a No Surface Occupancy stipulation applied if it is offered for lease. Parcels 44, 51, and 52 are within the Adobe Town citizens' proposed wilderness; although these lands are of checkerboard ownership and thus do not meet the size criterion for wilderness, they meet the naturalness, solitude, and outstanding opportunity for primitive and unconfined recreation criteria, and should be withdrawn from the sale to protect these wilderness characteristics. BLM needs to defer these parcels from the lease sale in order to avoid significant impacts to lands with wilderness characteristics, and foreclosing options to keep these lands free of lease encumbrances under the Rock Springs RMP revision. Deferral is the only way for BLM to satisfy CEQ directives regarding the need to retain the decision space to protect LWCs from oil and gas leasing under the pending RMP revision.</p>	<p>These parcels are located in areas open for oil and gas leasing in accordance with the land use plan.</p> <p>Lands with Wilderness Character are addressed in Sections 3.2.3 and 4.2.3.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
33	<p>WildEarth Guardians: BLM’s failure to consider impacts to wilderness characteristics for parcels that were not found to possess all wilderness characteristics reflects a failure to take a hard look at impacts and disclose them fully for each alternative. 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. <i>See e.g., Pennaco Energy, Inc. v. Department of the Interior</i>, 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. </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); <i>see also Or. Envtil. 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>Lands with Wilderness Character are adequately addressed in Sections 3.2.3 and 4.2.3.</p> <p>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>

Appendix F Public Comments and Agency Response

#	Comment	Response
34	<p>WildEarth Guardians: Master Leasing Plan Parcels Parcels 38, 39, 40, 41, 44, 51, 52, and 55 fall within the Greater Adobe Town Master Leasing Plan nomination proposal, which was submitted to BLM in November of 2013. These parcels should be deferred pending a decision regarding the Master Leasing Plan nomination. This is the proper action to maintain the full range of options in the pending Rock Springs RMP revision. Implementation of Alternative B, which would lease these lands, would be an arbitrary and capricious failure to follow published BLM policy and would limit the scope of alternatives in forthcoming plan revisions under IM 2004-110 Change 1.</p>	<p>A Statewide Master Leasing Plan Evaluation document for the Wyoming portion of the Greater Adobe Town Master Leasing Plan nomination was completed in November 2010 and determined that no further consideration of an MLP was warranted.</p> <p>BLM Wyoming and Colorado are currently evaluating the latest Greater Adobe Town Master Leasing Plan nomination proposal.</p>
35	<p>WildEarth Guardians: Air Quality The Upper Green River Valley has been designated a nonattainment area for ozone exceedences under the Clean Air Act. Parcel 56 falls within this area. To the extent that Parcel 56 is deferred for the lease sale, our concerns are at least temporarily assuaged on this matter. However, we do not concur with BLM's impact analysis that air quality impacts from leasing this parcel are negligible, because any individual point source could lead to additional days of nonattainment in this airshed.</p>	<p>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>
36	<p>WildEarth Guardians: Conclusion Thank you for considering our comments on the May 2014 Leasing EA. Certainly, Alternative B is not implementable absent a full-scale EIS, as it will result in significant impacts to sage grouse, wilderness characteristics, big game crucial ranges, and other sensitive resources. Even more work remains to be done on potential wilderness, big game crucial ranges, and other sensitive wildlife habitats. We believe that the BLM should also go farther, deferring additional parcels on sensitive lands as outlined above and also applying more protective stipulations to the parcels that are approved for sale.</p>	<p>Comment acknowledged, response not required</p>
37	<p>Rocky Mountain Wild: I. Sage Grouse: Parcels 18, 19, 28, 31, 33, 44, and 62 are within Greater Sage-Grouse Preliminary Priority Habitat (PPH) derived from Wyoming WGFD 2010 data. 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. Leasing of these parcels is justified by stating that they "do not intersect any occupied sage-grouse 0.6 mile lek buffer..." (EA at 64). However, as outlined below, leasing outside of this 0.6 mile lek buffer will still greatly impact the sage-grouse populations. Given the pendency of the Sage Grouse Plan Amendment</p>	<p>See Response to Comments #7 through 21.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>EIS, and the perilous status of the sage grouse with regard to Endangered Species listing, these lands should all be deferred from leasing pending an outcome of the RMP amendments.</p> <p>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%;¹ one of WGFD’s biologists reported a 40% statewide decline over the last 20 years.² 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.³ 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>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 natural gas fields.”⁴ (Notably, these exact stipulations are</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>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.⁵ Thus, the prohibition of surface disturbance within 3 miles of a sage-grouse lek is the absolute minimum starting point for sage-grouse conservation. 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>RMW 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, 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</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>sage-grouse populations and ultimately listing by the U.S. Fish and Wildlife Service as a threatened or endangered species, in violation of BLM’s duty to take all actions necessary to prevent listing.</p> <p>Recommendation: BLM should avoid leasing parcels in greater sage-grouse priority habitat. This leasing will negatively impact this species creating further need for Endangered Species Act listing. Now is the time to take serious action to preserve this species before it is too late.</p>	
38	<p>Rocky Mountain Wild: I. THE DRAFT EA’S RANGE OF ALTERNATIVES IS TOO NARROW.</p> <p>A. BLM Must Evaluate Additional Alternatives To Address “Unresolved Resource Conflicts.”</p> <p>The Draft EA contains only three alternatives: a “proposed action” alternative, a “no action” alternative, and a “Offer all Parcels” alternative. This range of alternatives is not consistent with the National Environmental Policy Act (NEPA), however, which requires BLM to “[r]igorously explore and objectively evaluate all reasonable alternatives” to proposed federal actions. 40 C.F.R. § 1502.14(a). Nor does it comply with Instruction Memorandum (IM) 2010-117, which directs BLM to develop “alternatives to the proposed action that may address unresolved resource conflicts.” IM 2010-117 at III.E; <i>see also</i> BLM NEPA Handbook at 6.6.1 (recommending that for “externally generated” actions, such as leasing proposed by the oil and gas industry, BLM evaluate a “proposed action” alternative, a “no action” alternative and an alternative that includes “changes BLM makes to the proponent’s proposal.”). Thus, in the Final EA, BLM must consider “alternatives to the proposed action that may address unresolved resource conflicts.” Many other field offices are evaluating such alternatives in leasing EAs, and are typically designating one of those alternatives as the agency’s “preferred” alternative.⁷ <i>See</i> 40 C.F.R. § 1502.14(e) (requiring BLM to identify a “preferred alternative” in NEPA documents). BLM should do the same here, as well as in all future leasing EAs.</p> <p>BLM National Guidance requires an analysis of additional alternatives anytime “unresolved resource conflicts” exist. IM 2010-117.E; <i>see also</i> 40 C.F.R. § 1502.14(e), (f) (requiring the identification of “appropriate mitigation measures not already included in the proposed action or alternatives” in NEPA documents). This requirement applies even when a plan amendment is not under consideration, because, as explained in IM 2010-117, not all measures that address “unresolved resource conflicts” trigger a plan amendment, including deferring or modifying the boundaries of proposed lease parcels. <i>See</i></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>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>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>IM 2010-117 at III.C.2, III.F. Thus, under IM 2010-117 and NEPA, BLM is required to consider alternatives to addresses “unresolved resource conflicts” in leasing EAs.</p> <p>Recommendation: In the Final EA, BLM should evaluate a “conservation alternative” that would present a leasing option most suitable to protecting the important environmental values present on these parcels. Analysis of this alternative would allow BLM to determine the impact to development that would be presented if environmental conservation were maximized.</p>	
39	<p><u>Rocky Mountain Wild:</u> III. CONCLUSION Please consider these comments submitted on behalf of Rocky Mountain Wild and Biodiversity Conservation Alliance. Thank you again for the opportunity to comment on the Draft EA and for providing the public with a map and GIS shapefiles of the proposed lease parcels. Please feel free to contact us with any questions or concerns regarding this letter.</p>	Comment acknowledged, response not required

Appendix F Public Comments and Agency Response

#	Comment	Response
40	<p>Biodiversity Conservation Alliance: Greater Sage-Grouse Under Instruction Memorandum No. WY-2012-19, lands falling within sage grouse Core Areas that are primarily under BLM ownership and are not extensively leased are recommended for deferral from oil and gas leasing. Given the pendency of the Sage-Grouse Plan Amendment EIS, and the perilous status of the sage-grouse with regard to Endangered Species listing, these lands should all be deferred from leasing pending an outcome of the RMP amendments. ‘No leasing in Core Areas’ is a reasonable alternative that BLM has been asked to consider in its Sage-Grouse Plan Amendments process, and also in its RMP revisions, and leasing Core Area lands regardless of what screening mechanisms they have been subjected to will violate CEQ guidance. Because this measure falls within the range of alternatives, it should be implemented in the final decision.</p> <p>We agree with BLM’s recommendations to defer the offering of Parcels 006, 021, 023, 026, 027, 029, 056, and 058 that fall within Core Areas. We agree with BLM’s recommendations to defer at least in part the offering of Parcels 007, 020, 024, and 025. 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> <p>Parcels 030, 057, 059, 060, and 061 appear to fall entirely within Core Areas, yet are only recommended for partial deferral. These parcels should be deferred entirely from the lease sale.</p> <p>Parcels 018 and 019 lie at least partially within Core Areas, yet are recommended to be offered entirely for leasing. These parcels should at least be partially deferred from the lease sale. Parcels 028, 031, 033, and 062, meanwhile, lie fully within Core Areas, yet are recommended to be offered entirely for leasing. These parcels should be deferred entirely from the lease sale.</p> <p>A decision not to defer parcels which are part of an area less than 11 square miles of BLM controlled, unleased land would be derived from a Wyoming State Instruction Memorandum that was not part of any RMP, was not subject to NEPA review, and possibly as a result yields outcomes that will likely be deleterious to sage-grouse. One such outcome is that BLM adopts recommendations in the National Technical Team Report through the Sage-Grouse RMP Amendments or through RMP amendments, yet the existence of the leases in question create valid</p>	See Response to Comments #7 through 21.

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>existing rights that cannot be undone. Once BLM leases such lands, they are very difficult to “unlease.” The result could be development in accordance with lease terms that harms the welfare of sage-grouse and/or degrades their habitats, undermining population recovery or maintenance, while eliminating the option to keep these lands free of lease encumbrances under the Sage-Grouse Plan Amendments and/or pending RMP revisions. These parcels should be deferred from sale even if they are not part of 11 square miles of unleased mineral estate held by BLM.</p> <p>We request that all parcels listed above be deferred in full or in part from the lease sale pending analysis of whether large-block unleased parcels inside Core Areas are being leased, pursuant to the 2012 Wyoming 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.</p> <p>According to this study, impacts of oil and gas development to sagegrouse 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>Lease parcels should also be screened against Sage Grouse ACECs proposed in the context of the statewide Sage-</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>Grouse Plan Amendments EIS process. Many of the proposed ACECs have for proposed management withdrawal from future oil and gas leasing. Parcels in each of these areas should be deferred pending the outcome of the Sage-Grouse Plan Amendments process, so that a proper decision can be made regarding whether or not to lease them and/or appropriate stipulations can be attached, per IM 2004-110 Change 1. BLM should also consider whether any parcels fall within proposed Sage-Grouse ACECs. In the forthcoming RMP revisions, it is our expectation that the BLM will be considering the designation of several Core Areas as Sage-Grouse ACECs, to be managed for no future leasing for oil and gas development.</p> <p>In addition, Parcels 007, 008, 009, 010, 011, 012, 013, 014, 016, 017, 018, 019, 024, 025, 032, 033, 036, 037, 038, 039, 040, 042, 043, 044, 046, 047, 049, 050, 053, 054, and 055 are entirely or partially outside designated sage-grouse Core Areas but contain or are in close proximity (within 4 miles) to one or more occupied sage-grouse leks. The lands within 4 miles of active leks are typically used for nesting, a sensitive life history period when sage grouse are sensitive to disturbance from oil and gas drilling and production activities. The current standard sage-grouse stipulations that apply outside Core Areas are biologically inadequate, and their effectiveness has not been established by BLM. Indeed, scientific studies demonstrate that these mitigation measures fail to maintain sage grouse populations in the face of full-field development. BLM should not issue these sage-grouse parcels unless a rigorous set of stipulations, far stronger than those provided in the EA (such as NSO stipulations), 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</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>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 an 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) 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 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</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>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 implement BLM’s sensitive species policy” and “New information and science indicate 1985 RMP Decisions, as amended, may not be adequate for 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 sage-grouse toward ESA listing in violation of BLM Sensitive Species policy, is arbitrary and capricious and an abuse of discretion under the Administrative Procedure Act.</p> <p>The restrictions contained in IM No. WY-2012-019 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 “the radius of the perimeter of occupied sage-grouse leks,” a far cry from the science-based 3-mile buffer recommended by field biologists. Even less protective, restrictions outside Core or Connectivity 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-2012-019 and the current Notice of Competitive Oil and Gas Lease Sale. This is especially clear in light of the U.S. Fish and Wildlife</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>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. BLM should apply the recommendations of the National Technical Team instead, and in the meantime defer leasing until these recommendations can be formally adopted through the plan amendment/revision process. 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> <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</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>analysis should occur (we have seen no evidence of this in the May 2014 Leasing EA), and NSO stipulations must be placed on all lease parcels with sage-grouse leks.</p> <p>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>	
41	<p><u>Biodiversity Conservation Alliance: Big Game</u> Parcels 007, 028, 044, 051, 052, 059, 060, and 062 fall within mule deer crucial winter ranges and/or migration corridors. Parcels 002, 010, 016, 018, 019, 020, 024, 028, 039, 040, 044, 047, 049, and 050 fall within antelope crucial winter ranges, migration corridors, and/or parturition areas. Parcels 020, 021, and 022 fall within elk crucial winter ranges and/or parturition areas. BCA recommends all portions of these parcels falling within big game crucial ranges and migration corridors should be deferred. BCA supports deferral or partial deferral of other parcels falling within big game crucial ranges, parturition areas, and migration corridors on any grounds, including sage-grouse</p>	See Response to Comments #22 through 30.

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>concerns, but finds it concerning that big game is not explicitly listed as grounds for deferral in some cases.</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,¹¹ 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>BCA recommends against selling the lease parcels listed above because BLM has in cases where parcels are not deferred 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 parcels in big game crucial winter range, migration corridors, and parturition areas should have No Surface Occupancy (NSO) stipulations applied to them.</p> <p>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.¹² 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. The effectiveness of Timing Limitation Stipulations has been neither tested nor established by any other method by BLM, and the overall 30% decline of the Pinedale Mesa mule deer population while TLS stipulations were applied demonstrates their ineffectiveness.</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>A further noteworthy factor is that timing limitations apply only during oil and gas development, not during the production phase. Once production begins, there are no stipulations in place for the protection of big game. It is therefore imperative that stipulations adequate to protect big game be applied at the <i>leasing</i> stage, not the APD stage. <i>See Centerfor Native Ecosystems</i>, 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. <i>See</i>, 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 BLM has granted <i>winter-long</i> 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. <i>See</i>, for example, Jack Morrow Hills CAP EIS at A5-3. Obviously, if the stipulation does not reserve authority to BLM at the <i>leasing stage</i>, BLM must allow development despite severe impacts to winter ranges and big game, except for being able to require very limited “reasonable measures.” These reasonable measures cannot be nearly broad enough to ensure crucial winter ranges and parturition areas are protected at the operation <i>and</i> production stage. <i>See</i> 43 C.F.R. § 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.¹³ Crucial habitat is habitat “which is the determining factor in a population’s ability to</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>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 that directly limit a community, population, or subpopulation (of species), and restoration or replacement of these habitats may not be possible.¹⁴ 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, BCA has 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</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>should attach stipulations that prohibit not just construction activity but also project-related vehicle traffic and human presence at the wellsite within 0.5 mile of the migration corridor during its season(s) of use.</p> <p>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 “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 <i>does</i> 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 <i>management activities</i> of [public lands] with the land use planning and management programs of . . . the States and local governments . . . by, among other things,</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>considering the policies of approved State and tribal resource management programs.” 43 U.S.C. § 1712(I)(9) (emphasis added). BLM must give special attention to “officially approved and adopted resource related plans.” 43 C.F.R. § 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 U.S.C. § 1712(I)(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.¹⁵ Indeed, quite recently the WG&F asked BLM in Wyoming not to grant any waivers of stipulations 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 <i>all</i> cases. These recommendations are standing policy which WG&F expects to be applied in every instance of leasing in crucial winter range.</p> <p>The inconsistencies are even more glaring when one considers the fact that BLM’s timing stipulation does not regulate the production phase. Until BLM considers and attempts to resolve these inconsistencies, it cannot allow the sale of the Crucial Winter Range Parcels to go forward. To do so would be a violation of NEPA.</p> <p>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</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>undue degradation. 43 U.S.C. § 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>BCA also recommends against the sale of the Crucial Winter Range Parcels on the basis that their sale would cause unnecessary or undue degradation of public lands. “In managing the public lands the [Secretary of Interior] shall, by regulation or otherwise, take any action necessary to prevent unnecessary or undue degradation of the lands.” 43 U.S.C. § 1732(b) (emphasis added). BLM’s obligation to prevent unnecessary or undue degradation is not discretionary; it is mandatory. “The court finds that in enacting FLPMA, Congress’s intent was clear: Interior is to prevent, not only unnecessary degradation, but also degradation that, while necessary . . . is undue or excessive.” <i>Mineral Policy Center v. Norton</i>, 292 F. Supp. 2d 30, 43 (D.D.C. 2003) (emphasis added). The BLM has a statutory obligation to demonstrate that leasing will not result in unnecessary or undue degradation.</p>	
42	<p><u>Biodiversity Conservation Alliance: Important Prairie Dog Habitat</u> Parcel 32 overlaps with important prairie dog habitat, yet the EA fails to take the legally required “hard look” at prairie dogs as BLM Sensitive Species in its Affected Environment section. There is likewise no impacts analysis for this species, despite the fact that this lease parcel is proposed for sale within identified prairie dog colonies. This is an unacceptable outcome for BLM Sensitive Species, and should be rectified prior to the lease auction such that at minimum the parcels in question receive No Surface Occupancy stipulations for lands within ¼ mile of active prairie dog colonies. GIS data for this analysis was obtained from various sources; details on the data sources will be provided upon request. Oil and gas development authorized by the leasing of these parcels is likely to have significant direct, indirect, and cumulative impacts on prairie dog and other species that rely on prairie dogs,. The studies listed below contain information on:</p>	<p>These parcels are located in areas open for oil and gas leasing in accordance with the land use plan.</p> <p>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>Additional stipulations are beyond the scope of this document. Oil and gas stipulations are developed at the RMP level. They cannot be changed unless done at that level</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<ul style="list-style-type: none"> • the status of the white-tailed and black-tailed prairie dogs • the impacts of oil and gas development on the white-tailed prairie dogs • the efficacy of application of various protective measures (including protective measures applied to the protested parcels as lease stipulations and notices) in mitigating impacts of oil and gas development on prairie dogs • expert recommendations on how best to minimize and mitigate impacts of oil and gas development on prairie dogs • information essential to analysis of the direct and indirect impacts of the oil and gas development on the protested parcels on prairie dogs • information essential to analysis of the cumulative impacts of oil and gas development on the protested parcels, and other past, present and reasonably foreseeable activities, including grazing, climate change, plague, shooting etc., on prairie dog populations. <p>This information is essential to adequate NEPA analysis of the likely direct, indirect, and cumulative impacts of oil and gas development on the analyzed parcels on prairie dogs and associated species. In addition, this information is crucial to any effort to develop a range of alternatives for oil and gas development, and to develop and analyze the likely effectiveness of lease notices and stipulations applied to the protested parcels to mitigate impacts of oil and gas development on white-tailed prairie dogs to insignificance. The information in these documents constitutes the best available science on prairie dogs, and the impacts of oil and gas development on prairie dogs. The BLM has not considered the information contained within these documents as part of a National Environmental Policy Act (NEPA) analysis of the impacts of oil and gas development authorized by the leasing of the protested parcels on prairie dogs or associated species, including black-footed ferrets. We hereby incorporate the following documents by reference:</p> <p style="margin-left: 40px;">Center for Native Ecosystems et al. 2002. ESA petition to list the white-tailed prairie dog, submitted to U.S. Fish and Wildlife Service on July 11, 2002.</p> <p style="margin-left: 40px;">Center for Native Ecosystems. 2003. Nominations for the designation of Areas of Critical Environmental Concern for 25 large white-tailed prairie dog complexes. Submitted to Wyoming Bureau of Land Management on January 21, 2003</p> <p style="margin-left: 40px;">Wyoming BLM prepared a programmatic Biological Evaluation of the impacts of Wyoming BLM's oil and gas</p>	<p>The EA has been conducted in accordance with BLM's Special Status Species Policy outlined in BLM Manual 6840 and IM WY2010-027; (Update of the Bureau of Land Management, Wyoming, Sensitive Species List - 2010), which is addressed in Section 3.2.2.3 of the EA.</p> <p>BLM follows the Council on Environmental Quality Regulations, 40 CFR 1506, that state until an agency issues a record of decision as provided in Section 1505.2, no action concerning the proposal shall be taken which would (1) have an adverse environmental impact; or (2) limit the choice of reasonable alternatives. Therefore, parcels were reviewed utilizing existing RMP resource allocations and then reviewed in accordance with ongoing RMP alternatives to ensure BLM is in compliance with the above stated CEQ regulations. If a management action does not limit the choice of reasonable alternatives, the action may be taken. Guidance is also derived from BLM Washington Office IM-2004-110 Change 1.</p> <p>In accordance with IM 2010-110, Change 1 and Lease Notice No. 3 any new standards /mitigation/ stipulations coming forth from that process can be applied to post-lease actions.(i.e., APDs, Sundry Notices, Rights-of-Way, etc.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>program on white-tailed prairie dog. The BE which can be found at http://www.blm.gov/pgdata/etc/medialib/blm/wy/wildlife/wtprdog.Par.20150.File.dat/WTPDbio-eval.pdf, concludes that the BLM's oil and gas program in Wyoming will contribute to the need to list the white-tailed prairie dog under the Endangered Species Act.</p> <p>The BE makes the following determination on p. 3-14:</p> <p>“Implementation of energy and mineral resource management actions may impact and is likely to contribute to the need for Federal listing of the WTPD for the Great Divide (Rawlins FO), Green River (Rock Springs FO), Kemmerer, and Pinedale RMPs. This determination is based on the limited ability for the BLM to provide minimization of direct effects of oil and gas development to the WTPD through implementation of the conservation strategies (section 4.0) and the potential to damage or destroy suitable occupied and unoccupied WTPD habitat on split estates. In addition, each of these FOs have WTPD complexes located in areas of potential mineral development.”</p> <p>The BE recommends the following Best Management Practices for oil and gas development to remedy this situation on p. 4-2:</p> <p>“No further oil and gas exploration and development should be allowed into occupied prairie dog colonies, or the BLM should apply a Condition of Approval (COA) on all Applications for Permit to Drill (APDs) within areas containing known populations of WTPDs that protects rearing of young from April 1 through July 15. When possible, a No Surface Occupancy stipulation should be applied to all occupied and recovering prairie dog habitat for well pads or ancillary facilities (e.g. compressor stations, processing plants, etc.) within 1/8th mile of WTPD habitat. When possible, no seismic activity should be allowed in occupied or recovering prairie dog habitat.”</p> <p>Though BLM has prepared new RMPs since this BE was written, none of the new RMPs incorporated the above BMPs recommended in the BE. They should be incorporated now prior to issuing any leases in these areas.</p> <p>It is particularly important that prairie dogs be protected from habitat-degrading activities such as oil and gas exploration and extraction. In addition to deleterious impacts on prairie dogs, the BLM's negligence in regard to the need to conserve and restore prairie dogs will have</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>broader ecosystem-wide repercussions. Prairie dogs are keystone species that create habitat and provide a prey base for a broad array of associated species.¹⁶ In fact, some 208 wildlife species have been observed on or near prairie dog colonies. While not all of these species are dependent on prairie dogs, nine species can be considered to be dependent on prairie dogs and their colonies (black-footed ferret, burrowing owl, mountain plover, ferruginous hawk, golden eagle, swift fox, horned lark, deer mouse, grasshopper mouse). In addition, twenty species benefit from opportunistic use of prairie dog colonies and 117 species have life history characteristics indicating that they benefit from prairie dogs and their colonies, but there is insufficient data about those species.</p> <p>The impacts to prairie dogs of oil and gas exploration, infrastructure, and extraction-related activities have been documented elsewhere. A list of potential impacts on prairie dogs from these operations includes:</p> <ul style="list-style-type: none"> • Fragmentation and loss of prairie dog habitat; • Human disturbance of prairie dogs, including increased wildlife harassment, as well as general disturbance from human presence; • Road construction, which increases potential for road mortality and shooting; • New powerlines may increase perching opportunities for raptors, potentially increasing predation on prairie dogs; • Crushing, burying, and degradation of vegetation; • Noxious weed proliferation; • Reduction in forage quality; • Loud noises (including continuous din from compressor stations), which can lead to increased stress among prairie dogs; • Soil compaction, with negative impacts on prairie dog burrows; • Direct mortality from heavy equipment; and • Contamination or degradation of habitat through wastewater, petroleum, or other spills. <p>Harms to prairie dogs and their towns also negatively impact prairie dog associated wildlife. Several of the species dependent on or associated with prairie dogs may be found in the Decision Area. These include the ferruginous hawk, black-footed ferret, burrowing owl, and swift fox, which have been identified as imperiled through a “wave of secondary extinctions” that is resulting from the continued decline of prairie dogs.</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>Burrowing owls are closely associated with prairie dog colonies in the shortgrass prairie. Owls nest and rear their young in prairie dog burrows, and forage for insects in the shortcropped vegetation on prairie dog colonies. With degradation and fragmentation of the prairie dog ecosystem, the burrowing owl continues to decline. Imperilment of burrowing owls in Arizona has been linked to declines in prairie dogs.</p> <p>The ferruginous hawk is another close associate of prairie dogs. This hawk species – the largest of the buteos – depends on the abundant prey biomass, of both prairie dogs and lagomorphs, found on prairie dog towns. Harm to prairie dogs and their habitat negatively impacts ferruginous hawks in the shortgrass prairie. In New Mexico, researchers strongly suggest that prairie dog decline ushers in ferruginous hawk decline.</p> <p>Other associates of black-tailed prairie dogs that are imperiled are the mountain plover and swift fox. Due to their federally unprotected status, we are concerned that BLM has not adequately assessed the impacts of oil and gas industrialization on these species. Oil and gas activities usually include road-building and increased vehicular traffic. Impacts from oil and gas development on plovers and swift fox include habitat fragmentation and isolation, disturbance during breeding activities, and perils from increased roads and vehicular traffic.</p> <p>The black-footed ferret is one of the most endangered mammals in North America. The parcels within prairie dog colonies could be potential reintroduction sites for this species. Developing these parcels will diminish the chances of being able to successfully reintroduce black footed ferrets to this area. The loss of potential habitat for this highly endangered species will hinder its path to recovery.</p> <p>BCA recommends against leasing parcels within prairie dog colonies, and should defer Parcel 032 entirely or in part to protect existing colonies there.</p>	
43	<p><u>Biodiversity Conservation Alliance: Lands with Wilderness Characteristics</u> Parcel 020 partially lies within the Wild Cow Creek Citizens’ Proposed Wilderness. BCA is encouraged to see the BLM has noted the parcel has been withdrawn from future leasing, as it also lies within the Cow Butte/Wild Cow Wildlife Habitat Management Area, which is closed to future leasing. EA at 1. Yet the BLM also appears to indicate Parcel 020 has</p>	<p>See Response to Comments #31 through 33.</p> <p>That portion of Parcel 20 offered for sale is located in an area identified as open to oil and gas leasing in the existing land use plans.</p> <p>Offering parcels without waiting for the RMP Revision to be completed is in compliance with the BLM Land Use</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>only been “partially deleted.” EA Appendix A. BCA requests confirmation that the entire parcel has been withdrawn from leasing, as well as confirmation that any partial deletion will include the portion of the parcel within the Citizens’ Proposed Wilderness.</p> <p>Parcels 044, 051, and 052 lie within the Adobe Town Citizens’ Proposed Wilderness. BCA strongly recommends the BLM defer these parcels from leasing. Although they lie within the “checkerboard” of BLM and private ownership and lack a 5,000-acre contiguous size, the parcels possess other wilderness characteristics and lie within the Monument Valley Management Area. The BLM has promised to consider the Monument Valley Management Area as an Area of Critical Environmental Concern in the upcoming Rock Springs Field Office RMP. The BLM should not preclude an ACEC designation by leasing these parcels until that ACEC designation has been fully considered and a final decision has been made following full public participation.</p> <p>BLM has conducted a new wilderness inventory since the adoption of the 2008 Rawlins RMP. There is no indication that the BLM considered any new information gathered in the most recent inventory. In fact, the “Wilderness Review Checklist” in Appendix D shows 11 Parcels or Parcel Units are part of 5,000-acre or larger contiguous areas of roadless land. But as soon as the BLM decided the “[i]mprint of man’s work” was not “substantially unnoticeable,” the BLM did not provide the public with further information on other wilderness characteristics. Further, neither the EA nor Appendix D appears to direct the public to any relevant “Lands with Wilderness Characteristics inventory” online, nor provides any key to determine which Parcels included in this lease sale correspond to which LWC analysis units on the Rawlins Field Offices LWC inventory webpage. BCA brought to the BLM’s attention numerous discrepancies and omissions in the LWC Inventory and LWC analysis in its comments on the Rawlins RMP Visual Resources Amendment EA, and reiterates those concerns here. The BLM must ensure accurate information is provided to the public, and that any information on wilderness characteristics considered by the BLM is indeed accurate.</p> <p>BCA is concerned with the following statement in the EA: “The Rawlins RMP approved in December 2008 determined these ‘lands to be unmanageable for wilderness character because of preexisting oil and gas leases, the BLM elected to manage lands with wilderness character for multiple uses and not for protection of wilderness character.’” EA at 48. Our understanding is</p>	<p>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>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 Field Offices are in compliance with the policies of IM-2011-154 and is maintaining on a continuing basis a LWC inventory. The current LWC inventories for parcel areas were reviewed and determined to be adequate.</p> <p>A review of parcels indicates that none of the parcels have been determined to have lands with wilderness character (Appendix D).</p> <p>Since none of the parcels in the May 2014 sale have been determined to have lands with wilderness character, the following statement in the EA has been removed: “The Rawlins RMP approved in December 2008 determined these ‘lands to be unmanageable for wilderness character because of preexisting oil and gas leases, the BLM elected to manage lands with wilderness character for multiple uses and not for protection of wilderness character.’” EA at 48.</p> <p>LWC inventory data is posted to Field Office websites as staffing allows. Copies of the inventory are also available to the public at each Field Office.</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>that the BLM Manual requires a new determination be made on how to manage these lands once any LWCs have been identified. Is the BLM referring to LWCs identified in the 2008 Rawlins RMP or in the most recent LWC inventory available at http://www.blm.gov/wy/st/en/field_offices/Rawlins/LWCI.html? This needs to be clarified for the public. Rock Springs Field Office does not appear to have an equivalent LWC inventory available on its webpage for the public to examine, which limits public participation on this aspect of the EA.</p> <p>BLM Manual 6310 requires updates of LWC inventories when the BLM undertakes a land use planning process. If the Rock Springs Field Office is in the process of revising its RMP, it should also be updating its LWC inventory. If so, the BLM should not foreclose the finding of wilderness characteristics in that field office by leasing parcels at this time. BLM Manual 620 requires the BLM to evaluate opportunities to protect LWCs in planning processes. The BLM must also evaluate “the benefits that may accrue to other resource values and uses as a result of protecting wilderness characteristics.” BLM Manual 6320.06.A.1.b. Again, the BLM should not foreclose such opportunities or benefits by leasing parcels, particularly those in Citizens’ Proposed Wilderness areas, in the Rock Springs Field Office before the RMP revision is complete.</p> <p>Because a Rock Springs RMP revision is pending, the BLM must evaluate how its proposed actions would preclude consideration of alternatives or otherwise interfere with such planning processes. 40 C.F.R. § 1506.1. The BLM must not lease parcels that will limit the choice of reasonable alternatives in the Rock Springs RMP revision process or have an adverse environmental impact or prejudice the ultimate RMP revision decision. <i>Id.</i> BLM needs to defer parcels within the Adobe Town Citizens’ Proposed Wilderness from the lease sale in order to avoid significant impacts to any lands with wilderness characteristics, and to avoid foreclosing options to keep these lands free of lease encumbrances for potential ACEC and other management designation. Deferral is the only way for BLM to satisfy CEQ directives regarding the need to retain the decision space to protect LWCs and other resource values from oil and gas leasing under the pending Rock Springs RMP revision.</p> <p>Impacts to wilderness characteristics has not been analyzed thoroughly in the EA. Leasing these parcels without No Surface Occupancy (NSO) stipulations could irretrievably destroy any wilderness characteristics of these areas. Therefore, BLM will violate NEPA if these lands are</p>	

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>leased in this sale. Before leasing these parcels, BLM must analyze impacts to visitors' experiences, recreation values, and scenic values. <i>See e.g., Pennaco Energy, Inc. v. Department of the Interior</i>, 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>Env'tl Defense Fund, Inc. v. U.S. Army Corps of Eng'rs</i>, 492 F.2d 1123, 1135 (5th Cir. 1974); <i>see also Or. Env'tl. 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>	
44	<p><u>Biodiversity Conservation Alliance: Visual Resources</u> The Rawlins Field Office is also in the process of mending its RMP for Visual Resources Management. Any lease parcels near lands under consideration for VRM Class I and II should be deferred so as not to foreclose such designations, including those in the Adobe Town Citizens' Proposed Wilderness and those that possess high sensitivity levels (31% of the VRM amendment planning area, including much of Greater Adobe Town). Draft VRM EA at 3-28.</p>	<p>Visual Resources are being managed in accordance with the respective RMPs. The EA at sections 3.2.9 and 4.2.12 provides discussion pertaining to visual resources and potential impacts and provides mitigation (stipulations) in accordance with the governing RMP.</p> <p>From EA sections 3.2.12 and 4.2.13: Offering parcels at the May 2014 lease sale would not compromise BLM's ability to select any of the alternatives being analyzed in the pending RMP Amendment. 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>
45	<p><u>Biodiversity Conservation Alliance: Cultural Resources</u> BCA appreciates the maps provided by the BLM on the May 2014 oil and gas lease sale webpage that show historic trails, but it was very difficult, if not impossible, for the public to use those maps to see where the parcels offered for sale corresponded with those trails. Table 1 appears to indicate Parcels 008, 009, 010, 011, 012, 014,</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>Generally, surface disturbance is restricted or prohibited within ¼ mile or the visual horizon, whichever is closer, of</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>015, 017, 018, 019, 020, 044, 057, and 060 would impact historic trails. BCA notes that Congress has specifically authorized the study of the Overland and Cherokee historic trails for designation as National Scenic or Historic Trails. Draft VRM EA at 3-2. In the Draft EA for the Rawlins Field Office’s Visual Resources Management Amendment to its RMP, the BLM stated that “management decisions for trails recommended as suitable, but not yet designated, should take into account significant trail values, characteristics, and settings, so as <i>not</i> to compromise potential future Congressional action to designate these trails as National Trails.” <i>Id.</i> (emphasis added).</p> <p>BCA recommends the BLM fully defer any parcels falling within the viewshed of the Overland and Cherokee trails until the National Trail Feasibility Study authorized by Congress is complete and Congress has had the opportunity to act on the findings of the study. Should the BLM opt to lease parcels within the viewshed of these trails regardless, the most stringent surface use and occupancy stipulations and mitigation measures should be required at the leasing stage to ensure the visual impacts of any future development of the leases does not impair the trails’ Congressional designation as National Trails.</p>	<p>contributing segments of a trail. An area within one-quarter mile or the visual horizon of the trails, whichever is closer, is open to oil and gas leasing with an NSO stipulation.</p> <p>Table 1 identifies the parcels that contain the Cherokee Trail, Overland Trail, the Rawlins to Baggs Road, and Rawlins to Fort Washakie Road and/or viewshed setting for the trails and appropriate stipulations have been applied in compliance with existing RMPs (See Table 12).</p> <p>Absent a definitive development proposal BLM cannot determine whether or not development activity within any these parcels would affect the visual integrity of the trail setting; however if the event a development proposal is submitted for any or all of these parcels additional NEPA analysis would be required and a determination of affect to the trail setting would be made.</p>
46	<p><u>Biodiversity Conservation Alliance: Master Leasing Plan for Greater Adobe Town</u> BCA strongly encourages the BLM to adopt a master leasing plan for the Greater Adobe Town area, as the BLM’s Little Snake Field Office in Colorado has done. BCA recommends the BLM not issue leases within the Greater Adobe Town area until a master leasing plan has been considered and adopted.</p>	See Response to Comment #34.
47	<p><u>Biodiversity Conservation Alliance: Conclusion</u> Thank you for considering our comments on the Wyoming BLM’s May 2014 Oil and Gas Lease Sale. BCA is pleased to see BLM defer a number of parcels to protect wildlife like sage-grouse. Even more work remains to be done on potential wilderness, big game crucial ranges, and other sensitive wildlife habitats. We believe that the BLM should also go farther, deferring additional parcels on sensitive lands as outlined above and also applying more protective stipulations to the parcels that are approved for sale.</p>	Comment acknowledged, response not required
48	<p><u>Wyoming Game and Fish Department:</u> In general we support the proposed action.</p>	Comment acknowledged, response not required
49	<p><u>Wyoming Game and Fish Department:</u> However, we have concern with parcel 20. We apologize for not addressing this issue during the preliminary lease comment period.</p> <p>Parcel 20 falls within and across key mule deer migration routes and within even more important mule deer “stop-over” sites (see attached map) as determined by hall</p>	<p>These parcels are located in areas open for oil and gas leasing in accordance with the land use plan.</p> <p>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</p>

Appendix F Public Comments and Agency Response

#	Comment	Response
	<p>sawyer, WEST Inc. (Atlantic Rim Mule Deer Study: Phase 2, final report).</p> <p>Specifically our concerns are centered on two areas a) the information presented in the peer-reviewed published paper authored by Sawyer et al. in 2013 (Journal of Applied ecology, 2013,50:68-78) and 2) cumulative impacts to mule deer from surrounding project areas. The data used in this paper were collected in the same area as parcel 20. In the paper they show a change in the way mule deer use migration routes and stopover sites with an increase in development. They show that as development increases the amount of time der take to migrate through an area decreases and the relative size of areas used as stopover sites decreases, indicating that mule deer migrate faster through areas with high levels of development and do not spend as much time feeding in stopover sites. Sawyer et al. 2013 says “Our study suggests that increased levels of gas development in migration routes may encourage detouring , increase movement rates, reduce the stopover use by individuals and reduce the overall amount of deer use and constrict the size of migration routes at the population level.”</p> <p>There are already extensive operations occurring and planned to occur in the ARPA and there is a potential of more development on areas located just south of the ARPA on and around mule deer winter range. Any areas within migration routes of the Baggs mule deer herd we can protect from further development will decrease the probability of detrimental impacts to the Baggs mule deer herd and help to maintain a healthy herd that nearly 2,000 sportsman enjoy every year during the hunting season.</p> <p>Originally, parcel 20 had 2554.07 acres that was to be leased. 2216.25 acres were removed because it occurs within the Cow Butte/Wild Cow Wildlife Management Area (closed to new O&G leasing) and 160.00 acres were removed because it occurs within sage-grouse core area. Therefore, 177.82 acres remain in parcel 20.</p> <p>On page 2-106 of the Rawlins RMP, Alternative 4 (proposed Plan) “Surface disturbing and disruptive activities should be managed on a case-by-case basis, in identified big game migration and transitional ranges to maintain their integrity and function for big game species in these areas.” Because of the potential for negative impacts to the Baggs Mule Deer Herd, we respectfully recommend that the remaining 177.82 acres in Parcel 20 be removed from oil and gas leasing.</p>	<p>the lease would be explored or developed or at what intensity (spacing) development may occur. As further stated in Section 1.3 of the EA, “additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p> <p>In accordance with IM 2010-110, Change 1 and Lease Notice No. 3 any new standards /mitigation/ stipulations coming forth from that process can be applied to post-lease actions.(i.e., APDs, Sundry Notices, Rights-of-Way, etc.</p>

Appendix F
Public Comments and Agency Response

#	Comment	Response