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1	**Wyoming Game and Fish Department:** We have 3 areas of concern, 1) parcels within big game crucial winter range, 2) parcels within delineated migration routes and 3) parcels that fall into a combination of the previous 2 areas of concern and within the WGFD's crucial and enhancement priority areas in the 2009 Terrestrial habitat plan. 1) We have major concerns with all parcels that fall within mule deer, elk and pronghorn crucial winter range in the Baggs Biologist District and would like to see a cumulative impact analysis done before any further parcels within big game crucial winter range are leased within my district. The large increase over the last 10 years in oil and gas activity and potential activity within the Baggs deer and antelope herds, Sierra Madre elk herd and Bittercreek pronghorn herd is alarming. Parcels that fall under the crucial winter range designation include: Mule deer only (20, 25, 57, 59, 90); Elk only (9, 10, 16); Pronghorn only (24, 26, 35, 42, 77, 78); Mule deer and pronghorn (21, 27, 28, 29, 30, 33, 34, 39, 40, 41, 87, 88); Mule deer, pronghorn and elk (19, 23, 53, 54, 55, 58, 71, 72, 73, 74). 2) Parcels 25, 26 and 29 fall within mule deer migration routes delineated through GPS collar studies conducted in association with the Atlantic Rim Mule Deer study. The parcels listed fall within areas considered "high use stop over sites", therefore are important areas to deer migrating to the Dad crucial winter range. These parcels also fall within designated crucial winter range for mule deer and pronghorn. Sawyer 2012 (Journal of Applied Ecology) found that high levels of development can alter migration behavior of mule deer which could have negative impacts to mule deer. In the area of parcels 25, 26 and 29 we have seen high levels of development and mule deer migration routes impacted (Sawyer 2012). We would like to see these parcels removed from the lease list or a cumulative impact analysis conducted before leasing occurs for these parcels. 3) In 2009 the WGFD completed a Strategic Habitat Plan in which it delineated areas as either "crucial" or "enhancement" priority areas. 27 of the parcels included in the lease list fall within both designations (9, 10, 16, 19, 20, 21, 23, 26, 27, 28, 33, 34, 39, 40, 41, 42, 53, 54, 55, 57, 58, 71, 72, 73, 74, 87, 88) and 4 parcels fall only within the Crucial Priority Area (56, 75, 76, 89). "Crucial Habitat Priority Areas are based on significant biological or ecological values. These are areas that need to be protected or managed to maintain viable healthy populations of terrestrial and aquatic wildlife for the present and future" (WGFD, Terrestrial Habitat Plan	Title 43 Code of Federal Regulations, Section 3100.0-3 states that "Oil and gas in public domain lands...are subject to lease under the Mineral Leasing Act of 1920..." 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. The stipulations are based on the current RMPs. 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. 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. 1) Thank you for your comment. 2) The Atlantic Rim Working Group is still reviewing this data under the Atlantic Rim Record of Decision. It would be premature of us to take action prior to this data being evaluated by the group. As well, BLM has just committed funding for Phase III of the mule deer migration corridor mapping efforts and will continue to work cooperatively with WGFD to evaluate any data collected from this effort. There is no information contained within this comment that will change our analysis. 3) Please see our two previous responses. As well, per our MOU with WYGFD, these comments are better addressed at the project development stage and can also be brought forth under the Atlantic Rim Working Group. Our data indicates that activity in this area has actually declined.

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	2009). "Enhancement Habitat Priority Areas represent those with a realistic potential to address wildlife habitat issues and to improve, enhance, or restore wildlife habitats" (WGFD, Terrestrial Habitat Plan 2009). It is obvious that the areas in question for further gas and oil leasing are important for wildlife and due to the recent increase in leasing and activity in the area it is imperative that we either remove these parcels from the lease list or do a cumulative impact analysis before leasing any more parcels within the crucial or enhancement priority areas.	
2	**Fox Ranches, Inc.** We received your letter dated May 2, 2014 concerning oil and gas lease on federal land affecting our personal property. We are writing to inform you that we do not want our private property disturbed or driven through and will not have the BLM personnel making decisions that affect our personal property. We would prefer to communicate directly with the oil and gas company and speak for ourselves.	According the Environmental Assessment, the parcel you're referencing WY-1411-134, is entirely deferred from leasing after being reviewed against the Greater Sage-Grouse key habitat requirements in BLM Wyoming IM WY-2012-019. Deferred parcels will remain deferred from leasing until conservation and management for sage grouse can be evaluated under the land use planning process, which is expected to be completed later this year. Once this planning process is completed, this parcel could be re-nominated for future competitive leasing and leased with appropriate stipulations Per 43 CFR 3160 and Onshore Order #1, prior to granting an Application for Permit to Drill, the Operator must negotiate a Surface Access Agreement with you. As well, during the APD review process, the BLM will consult with you to determine what your needs and wishes are for the project and will incorporate them to the extent required to comply with law.
3	**Wyoming Water Development Office:** We received your letter dated May 2, 2014 informing us of your intent to lease Federal minerals under our property in your parcel WY-1411-013. Specifically, our land is located in Sections 1 and 2, and we refer to it as our McMillan property. We purchased this land as a requirement of our United States Army Corps of Engineer's Section 404 permit for High Savery Reservoir, which we own and manage as an Agency of the State of Wyoming. Our McMillan property serves as a riparian mitigation area and we are required by our 404 permit to manage and maintain it as such. In order to prevent compromising our 404 permit we request that no surface occupancy be allowed on our McMillan property under your mineral leasing process, as this would diminish it's riparian character.	According to the Environmental Assessment, the entire parcel has already been deferred at the discretion of the State Director pending completion of the GSG 9-Plan Resource Management Plan (RMP) Amendments for Kemmerer, Pinedale, Rawlins, and Green River/ Rock Springs RMP's. This information will be considered in the future if the parcel is re-nominated for leasing.

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4	**Kenneth C. James:** I am the surface owner of the East ½ of section 28, Township 35 North, Range 112 West which is part of parcel WY 1411-126 that is included in the expression of interest to explore for oil and gas set to be sold November 2014. The WY 1411-126 parcel includes land that has been deferred because of size or sage chicken habitat. Part of section 6 has not been deferred and access could be problematic. While there is a two-track road that crosses our land, it is not a public road. The construction of road improvement would be detrimental to livestock grazing. Destruction of forage, construction of fencing of oil and/or gas sites, and overall activity may also cause disturbance of normal cattle operation. This type of activity (oil and gas production) could be an economic hardship for our ranching operation.	Title 43 Code of Federal Regulations, Section 3100.0-3 states that "Oil and gas in public domain lands...are subject to lease under the Mineral Leasing Act of 1920..." 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. The stipulations are based on the current RMPs. In addition, the portions of the parcel in Section 6 have been leased twice previously, from 1973 through 1995. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed. Per 43 CFR 3160 and Onshore Order #1, prior to granting an Application for Permit to Drill, the Operator must negotiate a Surface Access Agreement with you. As well, during the APD review process, the BLM will consult with you to determine what your needs and wishes are for the project and will incorporate them to the extent required to comply with law.
5	**Teichert Brothers. LLC:** Teichert Brothers, LLC are the surface owners of approximately 1.500 +/- acres located within the Kemmerer Field that have been nominated through "Expressions of Interest" for the November 2014 Competitive Oil and Gas Lease Sale. While the EA proposes to offer parcels in the Kemmerer Resource Area, the mineral leases also affect Lincoln County and the community of Cokeville. We support the Lincoln County land plan, which provides for the continued and consistent access to natural resources on federal and state lands, and supports the responsible use and development of the resources. Where opportunity exists to directionally drill the federal mineral from adjacent federal lands, should be encouraged and explored. To the greatest extent possible, the BLM should facilitate a year round workforce. We have noticed the negative impacts of seasonal wild life stipulations on county roadways. By increasing the period of production, negative environmental, social, and economic effects are minimized and the local communities benefit from a sustained and predictable growth pattern. Similar benefits will result with regard to native animal species and the multiple uses in the area.	Thank you for your comment. Response not required
6	**Teichert Brothers. LLC: Reclamation and Control of Invasive Plants** With respect to the proposed parcels for sale, we support effective reclamation and aggressive control of invasive plants. Reclamation should commence	Stipulations have been added to these parcels to mitigate for resource impacts, as appropriate. The stipulations are based on the current RMPs.

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	immediately after the last well on a multi-well location is completed and brought to production. All reclamation activities should include cooperation with and involvement of the landowner and local government agencies. Both the County and Conservation District have experience and expert knowledge when it comes to reclamation projects within the project area, as well as decades of experience with vegetation and soils management. The Lincoln County land use plan has a noxious weed and reclamation policy. Under the plan, vegetation is to be managed by identifying desired plant communities, conducting Level III soil surveys to detem1ine capacity of site, and managing soils "to maintain productivity, minimize erosion, protect private and public water reserves, water quality, limit severe and critical erosion by restricting or mitigating surface disturbance so as to minimize soil erosion, and to restore degraded areas." Id. Control and eradication of invasive species and noxious weeds are equally important. Id. at p.57 ("Support eradication, to the extent possible, of noxious weeds within Lincoln County. [See 2003 Declared List of Weeds and Pests, Wyoming Weed and Pest Control Board. as amended.]"). This policy extends to undesirable species, such as halogeton and cheatgrass and similar invasive plants. Weeds and other non-native invasive species are carried by a number of vectors, including wind, wildlife, and birds. The project area is not heavily vegetated and native vegetation continues to reflect the impacts or an extended drought. Thus, even minor surface disturbance will create opportunities for expansion of non-native invasive species and noxious weeds. There is already a serious problem of cheat grass and halogeton expansion in Lincoln County. Its ingestion kills both sheep and cattle. Halogeton and cheat grass spread aggressively, crowding out desirable vegetation needed for both wildlife and livestock. While the EA requires that seed mixing for reclamation by certified weed-free, we recommend modifying the mitigation plan for invasive, non-native species to require site preparation and allow for a sterile mix of non-native and native seeds to facilitate plant establishment, and then require monitoring of reclamation success and reseeding if needed. Much of the soils in the project area and reclamation can be very difficult to establish. Native plants grow very slowly and there is no assurance that seeding one time will be sufficient for successful reclamation.	Thank you for your comment. 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. 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. Further, all surface disturbing proposals must comply with WY BLM Instruction Memorandum 2010-022, WY BLM Reclamation Policy. We agree that reclamation and weed control are important issues. Onshore Order #1 requires a thorough site inspection prior to a decision, to determine the specific characteristics of the site including soil and vegetation and these will be described in the site specific NEPA document should the parcel be sold and development proposed.

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	We suggest that the BLM distinguish suitable and unsuitable soils to enhance reclamation and clarify implementing procedures. Secondly, soils must be stored in the locations identified in the well pad plats. If soils are stored on an ad-hoc basis, more area would need to be reclaimed. If one site is in need of additional topsoil, soil from another site should be used to promote/facilitate reclamation.	
7	**Teichert Brothers, LLC: Impacts on Livestock Grazing** Livestock grazing is an essential part of the custom and culture of all of the counties within the High Desert District. Land use within the region should support livestock grazing, and manage rangeland to maintain and enhance vegetation and water resources. Ours is one of several ranches operating within the public lands nominated for mineral leases sales. The subsequent development of the oil and gas leases may very well interrupt grazing activities, livestock trailing, and destroy fences, gates, and water projects. The mitigation measures should require reclamation and revegetation of all disturbed areas. We recommend compensation and other mitigation measures, which would pay for any loss of livestock, forage, and improvements lost due to the oil and gas development. Compensation should be based on value, not current market price. Also, Lincoln County recommends the inclusion of coordination of oil and gas development and reclamation with affected landowners, grazing permittees and the local governments. The EA should also identify stock driveways used to move cattle and sheep through the project area, as well as the location of calving/lambing areas. These areas are sensitive to surface disturbances and will see more impacts from oil and gas development. Any pipelines must be coordinated with the landowner, so as to not interfere with the movement of livestock.	Comment acknowledged. Please see comment response #6.
8	**Teichert Brothers, LLC: Impacts on Water Quality and Quantity** *Livestock and Domestic Water Impacts* The lease sales should be subject to stipulation that will protect ranch and livestock water from adverse impacts. While current stipulations require compliance with water quality laws, The EA does not adequately address the potential impacts on water from drilling. Lease development depends on access to water and the pumping or drilling may adversely affect wells providing potable water for irrigation and livestock. The leases should be subject to provisions that ensure that drilling does not adversely affect existing water supplies for agriculture or domestic uses. Careful planning and testing of the hydro-geology can avoid these adverse impacts. We request ground water monitoring be conducted prior to and during	The EA has been updated with additional information. 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. Consistent with IM 2004-110, Change 1 more extensive/ expansive/ restrictive mitigation, including adaptive management, could be developed during the site-specific

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	production.	NEPA analysis that would be required to address any specific post-lease exploration or development actions that are proposed. Obtaining water for drilling is regulated by the Wyoming State Engineers Office. The Wyoming Oil and Gas Conservation Commission also has rules in effect for baseline sampling and testing of adjacent water wells. The Operator shall comply with all state and local laws/regulations pertaining to water. Additional information has been added to the EA.
9	*Additional Discussion Needed Regarding Current Watershed Plans* The EA is incomplete with respect to whether existing water quality plans for the Bear River. The Lincoln Conservation District has developed an extensive watershed plan for Bear River Basin to address impaired classification streams. The watershed plan has been implemented and the District will soon petition Wyoming Department of Environmental Quality (WDEQ) to remove several streams from the impaired stream list. The development and status of these watershed plans are relevant to surface water and to whether development might affect the implementation of these plans.	From the Kemmerer RMP, Physical Resource Goals for Water include: Take appropriate actions within State of Wyoming established timeframes to control all causes of impairment and prevent additional listings of impaired waterbodies resulting from BLM actions and permitted activities on watersheds (including, but not limited to, those that contain 303d listed streams, Class 1 waters, Colorado River system streams, and critical watersheds). Management Actions 1013 and 1022 in the Kemmerer RMP emphasize the reduction of soil erosion, sediment, and salinity contributions to the Green and Bear River basins.
10	**Wyoming Outdoor Council:** Please accept these comments from the Wyoming Outdoor Council regarding the above referenced environmental assessment (EA) that the Bureau of Land Management (BLM) has prepared. We are concerned about BLM's plan to offer a large number of lease parcels for sale in the Adobe Town area. As will be discussed, we are concerned that the potential environmental impacts of hydraulic fracturing ("fracking") that is likely to accompany any oil and gas drilling on these leases has not been adequately investigated. These lease parcels would be located in the Rawlins and Rock Springs Field Offices. The lease parcels that we are concerned about and which the below comments relate to are parcels WY-1411-027,-028, -033, -034, -039, -040,-041,-042,-053,-054,-055,-056,-057,-058,-071,-072,-073,-074,-076,-087,-088,-107,-123, and -124. In many respects, however, these comments relate to all of the proposed lease parcels that would be offered at the November oil and gas lease sale. As the BLM is well aware, the Wyoming Outdoor Council has a long history of concern relative to oil and gas leasing in the iconic Adobe Town area.	WOC has not provided any information in their comment as to why the identified parcels are distinct from the remaining parcels in the sale other than their proximity to Adobe Town. Hydraulic Fracturing is a specific development scenario that will be analyzed at their appropriate APD or project stage with the necessary NEPA document. The impacts to resources affected will also be analyzed under that site specific NEPA document. See page 9, Section 1.6 of the EA, for a general discussion of development in relations to leasing. Since development cannot be reasonably determined at the leasing stage, the impacts cannot realistically be analyzed at this time. At the time of APD development an analysis of these resources will be completed. Additional information has been added to the EA and FONSI in response to WOC's comments.

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11	**Wyoming Outdoor Council:** In addition to failing to support the FONSI because it is not even cited or incorporated in the FONSI, as the CEQ regulations require, the White Paper is also deficient because it almost entirely shirks any analysis of the environmental impacts of fracking by making any such analysis until the APD stage, if ever. This violates NEPA.	Thank you for your comment. Additional information has been added to the EA and the FONSI as a result of WOC's comments.
12	**Wyoming Outdoor Council:** All the EA does is state that it incorporates the White Paper relative to oil and gas leasing, water resources, air resources, special status species, public health and safety, and the cumulative impacts. But the EA provides no analysis of fracking relative to these issues whatsoever. And while the White Paper does discuss fracking and some of its impacts (but not all (see Section B below)), since the FONSI does not "note any other environmental documents related" to it other than the RMPs, it has failed to incorporate a document that is required under the CEQ regulations if a FONSI is to be supported. See 40 C.F.R. § 1508.13 (requiring a FONSI to note any other environmental documents that are related to the FONSI) As mentioned, only the RMPs are listed as "supporting documents" in the FONSI, and therefore the FONSI does not meet legal requirements relative to fracking because the White Paper is not even mentioned. And certainly the RMPs do not make up for these deficiencies because they too are silent on the issue of fracking.	Under 40 CFR 1508, the White Paper which discusses and discloses the issues surrounding the potential use of Hydraulic Fracturing, is not considered an environmental document and was appropriately excluded from specific mention in the FONSI. With the exception of potential impacts to sources of drinking water, the subject RMPs adequately considered and disclosed the impacts associated with the development of the oi land gas estate. Further, as it relates to potential impacts to groundwater from hydraulic fracturing specifically, the RMPs, nor this EA, can make a technical decision as to whether a proposal is protective of usable water as required by regulation (See 43CFR 3162.5-2(d)). As such, this EA has adequately considered the issues that are ripe for review. Incorporating information by reference is accepted practice and is encouraged by CEQ when: the effect will be to cut down on bulk without impeding agency and public review of the action. The incorporated material shall be cited in the statement and its content briefly described. No material may be incorporated by reference unless it is reasonably available for inspection by potentially interested persons within the time allowed for comment. Here the White Paper was circulated with the published EA and draft FONSI.
13	**Wyoming Outdoor Council:** The Unsigned FONSI BLM has prepared also fails to appropriately consider the controversy, public health and safety, and uncertainty and unique impacts intensity factors. As was found in Center for Biological Diversity, the failure to adequately consider these same three intensity factors renders BLM's FONSI invalid.	The BLM has reviewed the FONSI and has updated it as appropriate to this comment. We submit however that the BLM has no evidence that the impacts of development of unconventional oil and gas using hydraulic fracturing would be any different from the .development of conventional oil and gas reservoirs which may also use reservoir stimulation techniques such as hydraulic fracturing. In fact, a single horizontal well typically replaces the need for several vertical wells and other resources and is a net reduction of both short and long term impacts.

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14	**Wyoming Outdoor Council:** Based on the EA, BLM says "impacts to the quality of the human environment from the offering, sale, and issuance of the November 2014 lease parcels are not expected to be significant." Unsigned FONSI at unnumbered page 6. Yet there is no doubt there is discrepancy in the level or nature of effects and there are substantial questions about the significance of impacts. The White Paper itself makes it very clear there is controversy about environmental effects. The White Paper lists five, various scenarios where impacts to groundwater resources could result, saying this about one of them: Communication of the induced hydraulic fractures with existing fractures potentially allowing frac fluid migration into usable water zones/supplies. The potential for this impact is likely dependent on the local hydraulic gradients where those fluids are dissolved in the water column. To date, this is an unproven theory. White Paper at 7. Clearly there is controversy (scientific uncertainty) about this potential impact.	Under 40 C.F.R. § 1508.27(b)(4), controversy whether there is scientific dispute about the level or nature of anticipated effects – not political controversy or expressions of opposition to the action or preference among the alternatives analyzed within the EA. The BLM is not debating whether these impacts could occur, or how. WOC in its comments also do not debate these impacts. Regardless, the BLM has reviewed the FONSI and EA and has updated them as appropriate to this comment.
15	**Wyoming Outdoor Council:** Neither the Unsigned FONSI nor the White Paper considers the potential impacts on public health and safety that could come from water pollution or air pollution resulting from fracking. These documents assume there are no effects on public health and safety but they engage in no analysis of whether this is true or not true, nor do they make any assessment of the degree to which this is true or not true. And finally we would point out that only considering the public health and safety issues related to split estate owners, as the Unsigned FONSI does, misses a significant segment of the public. And that would be the large number of recreationists, hunters, campers, and others who use the public lands, including non-split estate lands, that could be subject to leasing.	Please see the EA at page 115-116, Section 4.2.13, which discuss potential impacts to non-specific public land users as well as to private land owners. The FONSI has been reviewed and updated as appropriate. The BLM has no evidence that the impacts of development of unconventional oil and gas using hydraulic fracturing would be any different from the development of conventional oil and gas reservoirs. In fact, a single horizontal well typically replaces the need for several vertical wells and other resources and is a net reduction of impacts. We believe the issues that WOC raises are sufficiently addressed by current State and Federal Air and Water Quality regulations, as well as technical well construction requirements contained 43 CFR 3160 and Onshore Order #1 and #2. With or without the application of an NSO, the BLM retains full authority to deny any and all lease operations that are not protective of usable waters as required by 43 CFR 3160 and Onshore Order #2, or would violate any Federal and/or state rules, regulations, or laws that are put in place to protect human health and safety.
16	**Wyoming Outdoor Council:** In Center for Biological Diversity, one of the shortcomings of BLM's uncertainty analysis was that it "never collected any data particular to the region affected by the leases, instead opting to summarize general data about fracking (much of it raising substantial concerns about the impact of fracking) before dismissing the issue as outside its jurisdiction." 937 F. Supp. 2d at 1159. The same is true here. The White Paper provides no fracking information for the region affected by the leases of concern-either the Adobe Town area where the particular leases we are	Thank you for your comment. The release of VOCs associated with HF, and VOCs contribution to the formation of ozone, are the same compounds BLM has analyzed in the overarching NEPA documents as they are all associated with oil and gas lease operations. While these emissions may come from a wide variety of specific activities, BLM does not need to examine each individual activity to the extent requested by WOC. That being said, additional information has been added to the EA.

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	concerned about are located, or even in Wyoming as a whole or the West in general.	
17	**Wyoming Outdoor Council:** While the EA provides a relatively detailed discussion of the potential impacts of hydraulic fracturing to water resources it is inadequate in terms of its consideration of impacts to air quality. As Exhibit 1 makes clear there is no doubt that there are several potential impacts to air quality that could result from fracking. These include releases of methane-a very powerful greenhouse gas-the release of volatile organic compounds (VOC) which are precursors to ozone formation, release of the BTEX chemicals: benzene, toluene, ethylbenzene, and xylenes-which are hazardous air pollutants, releases of nitrogen oxides which are also ozone precursors, particulate matter releases, and the silica dust from the sands used as proppants in fracking fluids which have severe impacts to workers who breath the dust. Exhibit 1 (Table 2). Despite this wide array of potential air pollutants that can result from fracking oil and gas wells, both the EA and the White Paper are silent on these air pollutants in the context of their production due to fracking. BLM's failure to consider these air pollutants with respect to fracking in both the EA and in the White Paper violated NEPA's hard look requirement. The EA is legally insufficient relative to its consideration of air pollutants that can be created by the hydraulic fracturing process that is almost certain to follow any development on these leases.	Thank you for your comment. The release of VOCs associated with HF, and VOCs contribution to the formation of ozone, are the same compounds BLM has analyzed in the overarching NEPA documents as they are all associated with oil and gas lease operations. While these emissions may come from a wide variety of specific activities, BLM does not need to examine each individual activity to the extent requested by WOC. That being said, additional information has been added to the EA.
18	**Sharon S. O'Toole:** I am writing to protest the lease of the following split estate parcels being offered in the November 2014 sale: parcel WY-1411-020 and Parcel WY-1411-021. We are the surface owners in these parcels. We have tried, unsuccessfully to work with GRMR/Entek regarding seismic work in this area. We submitted an agreement to them on the non-federal split estate, on which we own many, but not all, of the minerals. I am attaching the red-lined agreement, in which they removed all stipulations for wildlife and livestock production, removed the proposed reclamation, transferred all legal liability to us, and offered about 20 per cent of what is normally offered in Wyoming to surface owners. We do not anticipate that they will be any better at concerns regarding the surface conditions over federal minerals than they have been over private minerals. Our concerns in this landscape are great, since this is our crucial lambing grounds in the months of May and June, and part of our income derives from a hunting lease on these parcels. In the fall of 2013, GRMR's contractors flew three helicopters over the area dawn to dusk from September 8th to about November 20th. This action	Thank you for your comment. It is beyond the scope of this document to address negotiations between you and companies attempting to do seismic surveys on your ranch. Seismic Operators are generally not lease operators however. Title 43 Code of Federal Regulations, Section 3100.0-3 states that "Oil and gas in public domain lands...are subject to lease under the Mineral Leasing Act of 1920..." 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. The stipulations are based on the current RMPs. In addition, these two parcels have been leased three times previously, from 1973 through 2011. 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

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	severely affected the hunting season in the Little Snake River Valley and no deer were taken from our property. I realize that this was in regards to seismic activities, but we have no reason to believe that their drilling activities will be any more respectful of the local economy. Specifically, our concerns include the impact on wildlife, particularly the Mule deer and the Greater Sage Grouse. This area was originally included in the core area, but was later removed at the request of the oil and gas industry. Wyoming Game and Fish Biologist Tony Mong testified before the Wyoming Oil and Gas Conservation Commission last November and stated that this property "has birds and has habitat." It is also proximate to the largest lek in the region on BLM land. The Mule deer population is under pressure from the extensive oil and gas development to the north and west, and to the south in Colorado. The 1,000 tower wind field is relatively close to the northeast. The two transmission projects cross just west of the proposed leases. The wildlife need some oasis in order to prosper. The area presently has healthy populations. We are also concerned about the effects on our livestock operations, on the two artesian water wells in the pasture which keep Cottonwood Creek live in the summer, and on the overall effect on food production. I urge that you withdraw these parcels until a cumulative impact assessment can be made.	documentation would be prepared at the time an APD(s) or field development proposal is submitted. 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. Further, all surface disturbing proposals must comply with WY BLM Instruction Memorandum 2010-022, WY BLM Reclamation Policy. We agree that reclamation and weed control are important issues. Onshore Order #1 requires a thorough site inspection prior to a decision, to determine the specific characteristics of the site including soil and vegetation and these will be described in the site specific NEPA document should the parcel be sold and development proposed.
19	**Stephanie B. Anderson:** This office represents Stephanie B. Anderson, Trustee of the Stephanie B. Anderson Revocable Trust dated January 8, 1998 the surface owner of a portion of the lands listed in your May, 2, 2014 Notice re: 3100 (WYD00). Ms. Anderson wishes to advise you that the property at issue is quite unique and has been used for their Ranching and Hunting businesses for years. It is the surface owner's desire that this pristine rural land be kept intact without the disturbance of business operations. Oil and Gas development, if any, should be conducted in a manner which minimizes or eliminates surface use and impact and does not disturb the natural foliage or impact the many wild animals in the area. If you would like to discuss this matter with the surface owner, you may contact her through my office. Thank you!	According the Environmental Assessment, the parcels WY-1411-014 and 015, are entirely deferred from leasing after being reviewed against the Greater Sage-Grouse key habitat requirements in BLM Wyoming IM WY-2012-019. Deferred parcels will remain deferred from leasing until conservation and management for sage grouse can be evaluated under the land use planning process, which is expected to be completed later this year. Once this planning process is completed, this parcel could be re-nominated for future competitive leasing and leased with appropriate stipulations. Title 43 Code of Federal Regulations, Section 3100.0-3 states that "Oil and gas in public domain lands...are subject to lease under the Mineral Leasing Act of 1920..." Parcel WY-1411-016 is 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. The stipulations are based on the current RMPs. In addition portions of this parcel have

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		been leased eleven times previously, from 1973 through 2011. 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. 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. Per 43 CFR 3160 and Onshore Order #1, prior to granting an Application for Permit to Drill, the Operator must negotiate a Surface Access Agreement with you. As well, during the APD review process, the BLM will consult with you to determine what your needs and wishes are for the project and will incorporate them to the extent required to comply with law.
20	**Wild Earth Guardians:** The following are the comments of WildEarth Guardians and Rocky Mountain Wild on the Wyoming BLM's November 2014 Lease Sale EA for the High Desert District. For many years, the BLM has prioritized oil and gas leasing and development over other multiple uses such as wildlife, watersheds, and public recreation. It is time for the BLM to restore some balance among resource uses in Wyoming, and render extractive industries more compatible with maintaining healthy ecosystems and public enjoyment of the land. Generally speaking, we would support a modified version of the BLM Preferred Alternative adjusted to address our concerns, but in this case the problems with this proposed lease sale and its NEPA analysis are so pervasive that we recommend scrapping the entire effort and adopting Alternative A, the No Action alternative. 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. We concur with the intention to defer 79,491.350 acres	Comments acknowledged.

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	based on the sage grouse Priority Habitat screen and, at the discretion of the State Director, to defer parcels within core areas that contain less than 640 acres as well, totaling 6,598.550 acres. EA at 2. We also concur with the deferral of Parcels 75 and 89 pending completion of the Rawlins VRM plan amendment. Id.	
21	**Wild Earth Guardians: Sage Grouse** a) Parcels 3, 4, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 22, 26, 31, 44, 45, 46, 47, 48, 49, 50, 51, 52, 62, 63, 64, 65, 66, 67, 68, 69, 70, 82, 83, 84, 85, 86, 98, 99, 100, 101, 102, 107, 108, 114, 121, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, and 137 are completely or partially within sage grouse Core Areas. 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. b) BLM notes that the State Director has used his discretion to defer parcels less than 640 acres within sage grouse Core Areas from the November 2014 lease sale. Please note that while the BLM documentation lists Parcels 4 as 640 acres, it is actually 638 acres based on our GIS analysis. We request that the State Director revisit Parcel 4 and defer it if it is found to be less than 640 acres. c) Parcels 25, 26, and 29 are entirely or partially in areas closed to leasing, and will be withdrawn from the lease sale. EA at 1. We concur with this decision. We agree with BLM's recommendations to defer in whole or in part the offering of Parcels 11, 17, 18, 22, 31, 45, 46, 47, 48, 49, 50, 51, 52, 62, 63, 64, 65, 66, 67, 68, 69, 70, 82, 83, 85, 86, 98, 99, 100, 102, 114, 121, 126, 128, 129, 130, 131, 132,	a) 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. We continue to assert that the impacts from an alternative that would consider not leasing in core is imbedded within the No Action alternative and its impacts are within the scope of the analysis. This comment provides no information which would change this determination. The May 2014 Sale does not provide an opportunity to challenge or protest BLM's on-going land use planning efforts 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' which is internal guidance to staff for management of sage grouse under the BLM Wyoming Sensitive Species Policy while the RMP amendments/revisions are ongoing. The adverse of this alternative is the Full Leasing alternative. The impacts of leasing all parcels without the screen has been appropriately considered. b) According to the MT Plat for T. 23 N., R. 85 W., Parcel 4 contains 640.000 acres and is available for leasing. c) Thank you for your comment. d) 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 preferred alternative of the sage grouse amendments would not close to leasing any of the parcels offered in this sale, thus no deferrals are necessary. e) The impacts of not leasing any parcels in core is imbedded in the No Action alternative. This alternative was appropriately dismissed from detailed analysis.

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	133, 134, 135, 136, and 137, which fall entirely or partially within Core Areas. 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. d) Parcels 3, 4, 6, 7, 8, 9, 13, 14, 15, 16, 26, 84, 101, 107, 108, 124, 125, and 127 fall entirely or partially within a Core Area, yet are not earmarked for even partial deferral. Regardless of whether these parcels are within 11 square miles of contiguous unleased federal estate or not, BLM must retain the option to preclude future leasing in these areas under the RMP revisions/amendments currently underway. For this reason, these parcels should be deferred as well. e. 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. Neither IM referenced precludes BLM from adopting stronger protection measures for sage grouse than are explicitly prescribed under the guidance they contain. 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; state office or national Instruction Memoranda are readily replaced without NEPA process. f) 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 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 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.	f) Thank you for your comment. g&h) All parcels are screened against the management actions proposed (preferred) in the draft RMP EIS' to ensure that offering parcels for sale does not preclude our ability to select any alternative in a ROD. This comment does not identify any specific conflict. i) All parcels for the November 2014 proposed sale 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.). 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.

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	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. 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. g) 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. h) In addition, many parcels are within designated Preliminary General Habitat (PGH) under the Wyoming Sage-grouse RMP Amendment DEIS preferred alternative including Parcels 1, 2, 5, 12, 13, 15, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 47, 48, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 84, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 123, 124, 126, 136, 138, and 139, according to our lease screens. All portions of these parcels falling within PGH should be deferred as well, in order to retain the decision space for “no leasing” or No Surface Occupancy for Preliminary General Habitats under the sage grouse-related RMP revisions and amendments currently underway, which provide the only legally sufficient EIS underpinning to allow leasing in the habitat of a Candidate Species. i) Every single parcel in this lease sale <u>excep</u>t Parcels 27, 43, 54, 59, 71-76, 78, 80, 89, 93, 94, 95, 97, 119, 123, 124, and 139 is located within 4 miles of one or more active sage grouse leks. The lands within 4 miles of active leks	

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	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, and significant impacts in terms of displacement of sage grouse from otherwise suitable habitat as well as significant population declines have been documented. 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: • 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, or at minimum 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. 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) 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.	

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	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. 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). This study 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. Wyoming Game and Fish Department biologists have reached a consensus that the Timing Limitation Stipulations proposed for sage grouse in this lease sale are	

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	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. 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 4-mile buffer recommended by the BLM's own National Technical Team. By acreage, a 0.6-mile buffer encompasses less than 4% of the nesting habitat contained within the 4-mile buffer recommended by agency experts, and therefore does essentially nothing to protect sensitive nesting habitats. 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 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. The vague stipulations included in BLM's Notice of Competitive Oil and Gas Lease Sale for particular parcels	

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	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. 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. 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 2014 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 under its Sensitive Species Manual.	

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	In 2010, the greater sage grouse became a Candidate Species under the Endangered Species Act, and a final listing determination is due by court order in September of 2016. These facts constitute significant new information that has not been addressed in programmatic NEPA analysis for any of the Resource Management Plans that support the Wyoming November 2014 oil and gas lease sale. In addition, numerous scientific studies have been published indicating that BLM mitigation measures in these plans are insufficient and will not prevent significant impacts to sage grouse, and these studies also constitute significant new information not addressed in RMP decision making. Finally, in 2013 the U.S. Fish and Wildlife Service identified Priority Areas for Conservation, and BLM subsequently identified Preliminary Priority Habitats and Preliminary General Habitats in its RMP Amendment Draft EIS, which also constitute significant new information, potentially significant impacts to which have yet to be addressed through an EIS. We remain concerned that development activities on the sage grouse parcels noted above will result in significant impacts to sage grouse occupying these parcels and/or the habitats nearby, and the BLM's programmatic NEPA underlying this lease sale does not adequately address these significant impacts in light of new information. Therefore, the requisite NEPA analysis to support the leasing of the sage grouse parcels listed above in the absence of an Environmental Impact Statement does not exist.	
22	**Wild Earth Guardians: Big Game** a) Parcels 2, 9, 13, 15, 19, 20, 21, 22, 23, 25, 26, 29, 30, 40, 53, 54, 55, 56, 57, 58, 59, 71, 72, 73, 74, 87, 90, 128, 131, 132, 134, and 137 fall within mule deer crucial winter ranges and/or migration corridors. Parcels 5, 6, 14, 15, 16, 19, 23, 24, 26, 27, 28, 29, 30, 33, 34, 35, 39, 40, 41, 42, 46, 47, 48, 50, 52, 53, 54, 55, 56, 58, 60, 68, 70, 71, 72, 73, 74, 77, 82, 89, 91, 92, 96, 104, 108, and 124 fall partially or entirely within antelope crucial winter ranges, migration corridors, and/or parturition areas. Parcels 9, 10, 13, 15, 16, 17, 19, 22, and 23, 40, 53, 54, 55, 71, 72, 73, 74, 83, 87, 88, 130, 134, 135, and 136 fall within elk crucial winter ranges, migration corridors, and/or parturition areas. Parcels 126, 129, 130, 132, 134, 136, and 139 fall within moose crucial winter range and/or migration corridors. All portions of these parcels falling within big game crucial ranges should be deferred or at least placed under No Surface Occupancy stipulations to protect these sensitive lands and prevent impacts to these species. BLM has	a) 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 and in conformance with the Rawlins RMP. Parcels 25, 26, 75 and 89 are proposed to be deferred from the sale. 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." b) Consistent with the MOU, the Wyoming Game and Fish

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	authority to apply a greater level of protection than is called for under the RMP to subsequent oil and gas development decisions, and we call upon the agency to employ this authority to protect these sensitive wildlife habitats. The crucial big game range portions of these parcels need to be deferred due to pending completion of the RMP revision 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. b) 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. We recommend 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. c) While WildEarth Guardians strongly recommends against the offering of any of these lease parcels for sale, at	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 2014 lease sale are in areas identified in the governing RMPs as available for lease. Also consistent with the MOU, WGFD is provided opportunities to participate in the leasing process. They are provided a copy of the lease parcel and are invited to provide comments to BLM as part of the parcel review and EA preparation process, (see Section 6) of the EA. They are also provided an opportunity to give comments on the EA through the public comment period, which they have done here. Additional stipulations are beyond the scope of this document. Oil and gas stipulations are developed at the RMP level and BLM does not have the authority to arbitrarily add NSO's to parcels without the support of the governing RMP but retains discretion to control the rate and level of development within the lease under the standard terms of the lease. The effectiveness and suitability of Timing limit Stipulation is outside the scope of this EA. Stipulations are applied in accordance with the RMP. WGFD was a cooperating agency when the RMP EIS was developed. c) 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. d) 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 and could include additional measures to mitigate impacts to wintering big game from production related activities. With appropriate site-specific analysis, restrictions on production related activities could be imposed. G&F is encouraged to participate in the review of all APDs in big game crucial winter range, and to submit

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	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. d) A further noteworthy factor is that timing limitations apply only during oil and gas development, not during the production phase. Once production begins, there are no stipulations in place for the protection of big game. It is therefore imperative that stipulations adequate to protect big game be applied at the leasing stage, not the APD stage. See Center for Native Ecosystems, IBLA 2003-352, November 22, 2006. Timing stipulations are 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 winter-long exceptions to the stipulation for drilling on crucial winter range further illustrates the totally discretionary nature and consequent ineffectiveness of this stipulation. Under the Lander RMP EIS, BLM proposes a Timing Limitation on surface disturbing and disruptive activities during the winter season of use in the agency's Preferred Alternative. Disruptive activities would include vehicle traffic and human presence at the wellpad, which disturb wintering big game. These are the type of TLS stipulations that need to be applied to winter range, parturition areas, and migration corridors for the upcoming lease sale. 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	"best practices" they feel are necessary to mitigate any potential negative impacts, at that time in accordance with our MOU. WEG as well, is encouraged to participate in this process. e) See previous responses. The BLM's responsibility under the FLPMA is to ensure that public lands are managed "under principals of multiple use and sustained yield." 43 USC§1732(s). "Multiple use management' is a deceptively simple term that describes the enormously complicated task of striking a balance among the many competing uses to which lands be put, 'including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and [uses serving] natural scenic, scientific and historical values.'" Norton v. S. Utah Wilderness Alliance, 542 US 55, 58 (2004) (quoting 43 USC §1702(c). BLM's second goal, sustainable yield, "requires BLM to control depleting uses over time, so as to ensure a high level of valuable uses in the future." I*d*.)(citing 43 USC 1702§ (h)). Accordingly, BLM is not required, under FLPMA, to adopt the practices best suited to protecting wildlife, but instead to balance the protection of wildlife with the nation's immediate and long-term need for energy resources. (See *TRCP vs. Salazar*, No. 08 Civ. 1047 (RJL) (C.A. D.C., Sept. 29, 2010)). The Rawlins RMP has met this burden and foresaw potentially significant declines in big game wildlife populations as a result of resource use decisions. As such, challenges against the decisions of the Rawlins RMP are beyond the scope of this. That being said, BLM has added the following lease notice to the subject parcels: This parcel is located within areas of delineated crucial winter range and/or identified migration corridors. BLM will consider recommendations received by the Wyoming Game and Fish Department, generally contained within a document entitled "Recommendations for Development of Oil and Gas Resources within Important Wildlife Habitats" (http://wgfd.wyo.gov/web2011/Departments/Wildlife/pdfs/HABITAT_OILGASRECOMMENDATIONS0000333.pdf) if and when development of this lease is proposed. BLM will encourage the use of Master Development Plans in accordance with Onshore Order #1, on this lease parcel to the extent possible.

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	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. The Wyoming Game and Fish Commission (WG&F) has a formal policy relative to disturbance of crucial habitats, including crucial winter ranges. Crucial habitat is habitat "which is the determining factor in a population's ability to maintain and reproduce itself . . . over the long term." Id. at 7. WG&F further describes big game crucial winter ranges as vital habitats. Vital habitats are those which directly limit a community, population, or subpopulation (of species), and restoration or replacement of these habitats may not be possible. The WG&F has stated that there should be "no loss of habitat function" in these vital/crucial habitats, and although some modification may be allowed, habitat function, such as the location, essential features, and species supported must remain unchanged. Mitigation Policy at 5. 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. 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." Scientific literature makes it clear that there will be loss of function if significant exploration and development occurs	

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	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. See the studies referenced above. These studies document the negative effects of oil and gas drilling on big game winter ranges and winter range use, as well as on big game migration routes, even when winter timing stipulations are in effect. For parcels intersecting migration corridors to be offered at auction, special timing limitation stipulations should be attached that prevent construction, drilling, or production-related activity and vehicle traffic on the lease during the migration periods. To these parcels, BLM should attach stipulations that prohibit not just construction activity but also project-related vehicle traffic and human presence at the wellsite within 0.5 mile of the migration corridor during its season(s) of use. 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 RMP Draft EIS 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. e) 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	

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	the lands." 43 U.S.C. § 1732(b) (emphasis added). BLM's obligation to prevent unnecessary or undue degradation is not discretionary; it is mandatory. "The court finds that in enacting FLPMA, Congress's intent was clear: Interior is to prevent, not only unnecessary degradation, but also degradation that, while necessary . . . is undue or excessive." Mineral Policy Center v. Norton, 292 F.Supp.2d 30, 43 (D.D.C. 2003) (emphasis added). The BLM has a statutory obligation to demonstrate that leasing will not result in unnecessary or undue degradation.	
23	**Wild Earth Guardians: Wilderness** a) A number of the parcels in this lease sale fall within areas that possess wilderness qualities for which BLM has not adequately conducted a NEPA analysis regarding the significant impacts that will inevitably occur when the rights and priveleges accorded to mineral leaseholders are exercised as a direct result of leasing the parcels. We have attached the comments of WildEarth Guardians and of The Wilderness Society regarding deficiencies in BLM's wilderness inventories that involve the parcels listed below as Attachments 1 and 2 to these comments, rather than repeating them in the body of these comments. We incorporate these attachments by reference into our comments; please address the issues raised therein as a part of this NEPA process. b) Parcel 111 and 112 are entirely or partially inside the East Sand Dunes citizens' proposed wilderness, for which BLM has yet to render a Lands With Wilderness Characteristics (LWC) decision), and thus should not be offered for sale. 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 Rock Springs RMP revision. Parcel 77 falls within a portion of Adobe Town Area A that BLM has determined to possess wilderness characteristics. BLM has yet to make an LWC determination for this parcel, and its future management is in flux under the Rock Springs RMP revision. BLM policy demands that an LWC decision be made, in the context of a plan amendment or revision, to determine whether these lands will be managed to protect their wilderness characteristics. The agency must defer this parcel from the lease sale pending a decision on the Rock Springs RMP. Parcel 75 falls within Adobe Town Area D, and Parcel 89 falls within Adobe Town Area E. Both have been found to possess wilderness characteristics under the Rawlins wilderness inventories and have been designated as LWCs. We support BLM's decision to defer these parcels from the lease sale pending completion of the Rawlins VRM plan	a) All parcels in Alternative B are located in areas open to oil and gas leasing in accordance with the land use plans. It is beyond the scope of this EA to address the perceived validity and/or perceived deficiencies of the Rawlins Field Office's Lands with Wilderness Characteristics Inventory. b) Lands with wilderness characteristics are adequately addressed in Sections 3.2.3 and 4.2.3 of the EA. The EA and the maintenance of LWC inventories are in compliance with BLM Manuals 6310, "Conducting Wilderness Characteristics Inventory on BLM Lands" and Manual 6320, "Considering Lands with Wilderness Characteristics in the BLM Land Use Planning Process." For the other parcels mentioned, offering parcels without waiting for the Rawlins RMP VRM amendment 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." The RFO RMP EIS analysis of wilderness characteristics is consistent with the agency's policy and guidance. Further, the BLM is not required to manage for wilderness characteristics just because they may exist. Manual 6310 states: "…the preparation and maintenance of the inventory shall not, of itself, change or prevent change of the management or use of public lands. As such, parcels that have been found to possess wilderness characteristics will be managed according to the Rawlins RMP. We have properly disclosed this information in the record. See Sections 4.2.1.4 and 4.2.2.3 for discussions concerning BMPs. All parcels in Alternative B are located in areas open to oil and gas leasing in accordance with the land use plans.

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	amendment, which will make the requisite determination regarding management of wilderness characteristics in these areas. c) Parcels 56, 57, and 58 are in the Rotten Springs LWC, which has been found to possess wilderness characteristics and has been designated an LWC. See Appendix D. Regarding this parcel, BLM states, > Because BLM found the 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 use and not for protection of wilderness character. Appendix D at unnumbered 3. This is a false statement. The Rawlins RMP EIS made no such analysis (or indeed, any analysis at all) regarding wilderness characteristics in the Rotten Springs area; its wilderness characteristics were first identified by BLM after the Rawlins RMP EIS was completed and the Record of Decision was signed. This is a NEPA hard look failure. In fact, BLM has done no impacts analysis on the lands with wilderness characteristics found here, and the agency's wilderness inventory of the unit constitutes significant new information that has never been addressed in any NEPA document. We are concerned that oil and gas development that springs from leasing these parcels will have a significant impact on the wilderness characteristics that BLM has identified here, and that the agency has no underlying programmatic EIS to support oil and gas leasing that might lead to significant impact to these wilderness characteristics. This issue has been raised in the context of the Rawlins VRM plan amendment. BLM may not legally lease the Rotten Springs LWC parcels until an EIS is completed to examine potentially significant impacts to wilderness characteristics identified in this area. d) Parcel 071 North has also been found by BLM to possess wilderness Character. See Appendix D. BLM has not reached a formal LWC determination on this area, which will be accomplished through the Rawlins VRM plan amendment. Pending completion of the amendment, portions of this parcel falling within Lands with Wilderness Characteristics should be deferred. Parcel 76 falls with a portion of Adobe Town Area C that BLM has determined to possess wilderness characteristics (EA at 105) and which the agency has designated as Lands with Wilderness Characteristics under its Rawlins wilderness inventories. The agency is currently deciding whether to manage these lands to protect their wilderness	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 for a more specific impact a and/or cumulative effects analysis and as stated in Section 1.3 of the EA, BLM cannot determine at the leasing stage whether or not a nominated parcel will actually be leased, or if leased, whether or not the lease would be explored or developed or at what intensity (spacing) development may occur. As further stated in Section 1.3 of the EA, "additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted. In accordance with IM 2004-110, Change 1 and Lease Notice No. 3 any new standards and/or mitigation coming forth from that process will be reviewed and be applied to post-lease actions where appropriate and where required through the NEPA process. (i.e., APDs, Sundry Notices, Rights-of-Way, etc.). Management of lands inventoried as possessing wilderness characteristics is outside the scope of the VRM amendment as it is not contained within the purpose and need for the RMP amendment. Parcels deferred in the Adobe Town area are deferred pending the VRM amendment due to our need to preserve the decision space for the lands in question. c) Generally, see our response to subpart b and c of WEG's comments. The portions of parcels 56, 57, and 58 containing lands with wilderness characteristics are included in the Adobe Town Dispersed Recreation Use Area (DRUA) which was analyzed in the Rawlins RMP EIS and discussed in Appendix 37 of the ROD. We have corrected the record in Appendix D and updated the EA. Offering these lands for lease is consistent with current management decisions in the Rawlins RMP and existing policy. d) See our response to subpart b and c of WEG's comments. e) Thank you for your comment. Our records do not indicate that parcel 107 is within the Kinney Rim CPW areas. Further, existing inventory information indicates that the area does not have lands with wilderness character.

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	characteristics, under the pending Rawlins VRM plan amendment. As with parcels in Adobe Town Areas D and E, BLM should defer this lease parcel pending a decision on the VRM Plan Amendment. e) Parcels 87, 88, 107, 123, 124, fall within the Kinney Rim North or South citizens' proposed wilderness units, which have been found through intensive inventories to possess wilderness characteristics. Some parcels fall within areas that BLM has determined not to possess wilderness characteristics base on published Rawlins Field Office inventories that violate the direction of the agency's Wilderness Inventory Handbook. Attachment 3 contains photographs that further demonstrate the naturalness and other wilderness qualities present on Parcels 87 and 88.	
24	**Wild Earth Guardians: Other Special Areas** Parcels 32 and 38 fall within the Chain Lakes Wildlife Habitat Management Area/Special Management Area. The area, under the Rawlins RMP, is open to oil and gas leasing under "intensive management" and its management goals include protecting pronghorn habitat and fragile wetlands. Special stipulations need to be attached to this parcel requiring that any oil and gas development minimize impacts to these habitat attributes. Parcels 59, 77, 78, and 90 fall within the Monument Valley Management Area. BLM cannot offer these parcels for lease without a VRM Class II CSU stipulation. The Monument Valley Management area is an Area of Critical Environmental Concern candidate area; BLM will need to make a decision on whether to designated these lands as an ACEC under the Rock Springs RMP, which is currently undergoing its NEPA analysis and review. BLM must not foreclose on options for more stringent protections, potentially including No Surface Occupancy and no leasing, that may be applied under the new RMP. While the revision is underway, these parcels should be deferred.	The Chain Lakes parcels contain the following lease stipulation: "CSU (1) Surface occupancy or use will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) as mapped on the Rawlins Field Office GIS database; (3) protecting the Chain Lakes WHMA unique alkaline desert wetland communities." 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. 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. Offering the Monument Valley 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.

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		Land use plan decisions may be changed only through the amendment or revision process." These parcels are located in areas open for oil and gas leasing in accordance with the land use plan and are appropriately offered with a VRM II CSU.
25	**Wild Earth Guardians: Conclusion** Thank you for considering our comments on the November 2014 Leasing EA. Currently, the action alternatives are not implementable absent full-scale EISs, as they will result in significant impacts to sage grouse, big game crucial ranges, and other sensitive resources. Even more work remains to be done on 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.	Comments acknowledged.
26	**<u>The Wilderness Society:</u> Re: Comments on the Rawlins Lands with Wilderness Characteristics Inventory** Dear Ms. Lehman, Please accept and fully consider these comments on the Rawlins Field Office's Lands with Wilderness Characteristics Inventory. The Wilderness Society, Conservation Colorado and our members care deeply about the management of wilderness-quality lands in the Rawlins Field Office and nationally, and we are committed to engaging in the inventory and management of wilderness resources on our public lands. We appreciate this opportunity to comment on the Rawlins LWC inventory, and we will continue updating our inventory of lands with wilderness characteristics in the Rawlins Field Office and submitting new information to BLM, as provided for in BLM Manual 6310……..	Comments acknowledged. The Rawlins Field Office wilderness inventories are in compliance with the policies of IM-2011-154. The Lands with Wilderness Characteristics inventories for parcel areas were reviewed and determined to be adequate. It is beyond the scope of this EA to address the validity and/or perceived deficiencies of the Rawlins Field Office's Lands with Wilderness Characteristics Inventory.
27	**<u>Sweetwater County:</u>** 1) Sweetwater County supports the BLM's preferred Alternative B which proposes to lease a combined 90 whole and partial parcels or 114,000 acres within the BLM's High Desert District. This support is founded on the fact the 42.64% of Sweetwater County's and 38.17% of the State of Wyoming's total assessed valuation is based on oil and gas production, which makes continued leasing of oil and gas parcels by the BLM vital for the economy of both the County and the State. 2) Although Sweetwater County supports the BLM's Preferred Alternative, the County has the following concerns with this Alternative: a) The Preferred Alternative has deferred 86,000 acres	Comments acknowledged. Response not required

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	from the proposed lease sale in the interest of possible Sage Grouse conservation and the need to complete the BLM's ongoing Resource Management Plan Amendments for the protection of Sage Grouse. Sweetwater County believes this deferral and the ongoing Sage Grouse RMP Amendments are unnecessary due to the protections already established for Sage Grouse by the Wyoming Governor Executive Orders and the support for these Orders by the United States Fish and Wildlife Service. b) Under the proposed Preferred Alternative, within the Adobe Town Dispersed Recreation Use Area (DRUA), the BLM proposes that 1,280 acres would be deferred until the completion of the Visual Resource Plan Amendment for the Rawlins Field Office. Sweetwater County believes that this deferral is unnecessary. The County believes that standard Best Management Practices and proper coordination between the developer and the BLM would provide the necessary visual protections for these parcels. 3) Sweetwater County appreciates the BLM's emphasis in the EA 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 Zoning and Land Use Permits to Road Access and Crossing Permits.	
28	**<u>Wyoming Game and Fish Department:</u>** The staff of the Wyoming Game and Fish Department has reviewed the Environmental Assessment for the November 2014 Oil and Gas Lease Parcels. We offer the following comments for your consideration. The Department respectively requests that the BLM delay the sale of the following parcels so that the BLM and Department can develop a plan to minimize impacts to these very important habitats. Parcels 9, 10, 16, 19, 20, 21, 23, 24, 25, 26, 27, 28, 33, 34, 35, 39, 40, 41, 42, 53, 54, 55, 56,57,58,59, 71, 72, 73, 74, 75, 76, 77, 78,87,88,89,90 In a letter dated February 19, 2014 (November 2014 Gas/Oil Preliminary Lease List), we had three areas of concern, 1) parcels within big game crucial winter range, 2) parcels within delineated migration routes and 3) parcels that fall into a combination of the previous 2 areas of concern and within the WGFD's crucial and enhancement priority areas in the 2009 Strategic Habitat Plan. These	See response to Comment #1. A special lease notice has been added to these parcels in response to these comments.

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	concerns outlined in this letter are still valid.	
29	**Wyoming Game and Fish Department:** Environmental Assessment Page 66 "The EISs for the Kemmerer, Pinedale, Green River, and Rawlins RMPs evaluated affects to crucial big game winter and parturition ranges, including overlapping winter ranges of multiple species, and concluded that areas containing the parcels addressed in this EA would be satisfactorily mitigated through the timing limitation stipulations (TLS). Table 1 identifies parcels with Big Game Crucial Winter Range and Big Game Migration Corridors that have been identified." We believe this sentence is untrue. RMP EISs did not analyze the different levels of development within big game crucial winter range or big game migration routes (i.e. 20% vs 40% or 60%). The current rate of development for the lease sale parcels is substantially higher than the statewide estimates which are generally used in the RMP analysis. We believe the EA analysis should use the most likely scenario for determining impacts from the development of these leases.	The Environmental Impact Statement for each Field Office Resource Management Plan contains different management alternatives. Each alternative contains management imposed restrictions that may negatively affect oil and gas development. Restrictions applied to each alternative can affect oil and gas development activities by not allowing leasing, not allowing surface occupancy, controlling surface use, or placing restrictive stipulations on conditions of approval of federal applications to drill. These restrictions can effectively decrease the base line estimated number of well locations in areas of federal oil and gas ownership. For each alternative, the Field Office Oil & Gas Reasonable Foreseeable Development (RFD) Scenario has analyzed the restrictions and estimated the number of resulting well locations that could be reduced from the base line total. Current levels of development do not exceed levels of development analyzed in the RMPs/FEISs as noted in the cumulative impacts section of the EA.
30	**Wyoming Game and Fish Department:** Page 89 "Parcels 032 and 038 are in the Chain Lakes Wildlife Habitat Management Area. A management objective is to implement the Chain Lakes Memorandum of Understanding (MOU) with Wyoming Game and Fish Department (WGFD). Surface disturbing activities within the unique alkaline desert wetland communities will be intensively managed." We would like to have a definition for "intensively managed" so we understand exactly what that means in terms of lease development	See response to Comment #22. Intensive Management is defined in the Rawlins RMP Glossary as "Management that includes the use of proper distance restrictions, mitigation stipulations, seasonal or timing restrictions, rehabilitation standards, reclamation measures, use of best management practices (Appendices 13, 14, and 15), and the application of the Wyoming Mitigation Guidelines for Surface Disturbing and Disruptive Activities (Appendix 1) to adequately protect the resources for which the intensive management is applied. Intensive management actions would be applied with the goal of maintaining or enhancing sensitive resources (i.e., plant communities, wildlife habitat, soils, water, archeological or paleontological resources, etc.). Management may include attaching conditions of approval to specific projects or additional planning recognizing the unique resources for which the area is managed; typically these would be more restrictive than standard management and would be designed for specific projects and locations."

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31	**Wyoming Game and Fish Department:** Page 93-94 "The act of offering, selling, and issuing federal oil and gas leases does not produce impacts to vegetation. Impacts to vegetation, both direct and indirect, would occur when the lease is developed in the future. The potential impacts would be analyzed on a site specific basis before oil and gas development." That may be literally true, but without exact stips limiting development, the right of development is carried with the lease and the lease development rate is approximately 50% in the lease area. A 50% lease development will create additional significant impacts. Should post-lease development actually occur on any of the parcels, the related surface disturbance would result in short- and long-term losses of vegetation. Short-term vegetation loss would include all initial surface disturbance associated with the project until those portions of a well pad not needed for production operations, road disturbance outside the shoulders, and the pipeline disturbance are reclaimed. Long-term habitat loss would include those portions of the pad needed for production operations for the life of the well and travel path and shoulders of the access roads. Both short- and long-terms losses of vegetation would result in a commensurate reduction in foraging habitat available for wildlife and livestock. Vegetation loss could also potentially correlate to a reduction in nesting habitat for ground or shrub nesting avian species, as well as a loss of hiding cover for certain avian and mammalian species." The EA should provide a discussion on the cumulative impacts to the Departments crucial and enhancement priority areas outlined in the 2009 Strategic Habitat Plan.	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. The rate of development is controlled through the submittal of APDs, assuming it is sold, and the NEPA documents that must be prepared; per our MOU with WGFD, WGFD has every opportunity to comment on these specific proposals and/or attend the onsites as they so choose. Impacts to enhancement areas are beyond the scope of this document, nor are they ripe for review. Cumulative impacts to crucial winter range are addressed in the Rawlins RMP. A special lease notice has been added to these parcels, in addition to the already included Controlled Surface Use stipulation, to address the concerns raised by the WGFD.
32	**Wyoming Game and Fish Department:** Page 103 "4.3 Cumulative Impacts" We do not see a description of how wildlife cumulative impacts are described and quantified. Page 103 "Subsequent to the issuance of the RMPs, additional projects, such as the Gateway West, TransWest, and Gateway South transmission lines, as well as the Chokecherry-Sierra Madre, Sand Hills Ranch, and White Mountain Wind Energy Development Projects, Bird Canyon Field Natural Gas Development, Hiawatha Field Project, and the Normally Pressured Lance Oil and Gas Development Project have arisen." There is no mention of the Savery project, which is moving into exploratory phase this year and this should be included in the analysis.	The EISs/EAs prepared or being prepared for those projects address the cumulative effects of those individual projects in conjunction with each other and other ongoing projects. As stated Section 1.3, additional site-specific NEPA analysis will be conducted in the event a development proposal is submitted for one or more of the parcels addressed in this EA. This site-specific analysis will address the cumulative effects of that development in conjunction with other projects within the EA-specific cumulative affects area. No proposals have been received by the BLM for exploration drilling in the Savery area. Maps for the November 2014 lease sale are posted on the leasing web page showing the amount of big game crucial winter ranges that are included in the sale. A GIS dataset of the lease parcels is also posted on the website so that they

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	Environment Assessment: Finding of No Significant Impact November 2014 Lease Parcels "Based upon a review of the EA and the supporting documents (i.e., the governing land use plans), I have determined that the project is not a major federal action and will not significantly affect the quality of the human environment, individually or cumulatively, with other actions in the general area. No environmental effects meet the definition of significance in context or intensity as defined in 40 CFR 1508.27 and do not exceed those effects described in the Kemmerer, Rawlins, Pinedale and Green River RMPs/Final Environmental Impact Statements (FEISs). Therefore, an EIS is not required." The Department believes that there is the potential of significant impacts to big game crucial winter range and big game migration corridors and the appropriate NEPA analysis needs to be completed. "In accordance with IM WY-2012-019 and discretion of the State Director, 86,089.900 total acres in manageable Greater Sage-Grouse core habitat would be deferred from oil and gas leasing pending completion of the Greater Sage-Grouse amendments to the Kemmerer, Rawlins, and Green River RMPs. These parcels were identified and removed from consideration prior to review under the National Environmental Policy Act (NEPA) and preparation of the EA." We would like to see summaries on the amount of big game crucial winter ranges and big game migration routes that are included in the sale.	can be viewed in relation to big game migration routes and a copy of the shapefile was directly provided to WGFD at the outset of the NEPA coordination process. Because WGFD has not provided official migration route shapefiles to the BLM, we cannot answer this portion of your comment. BLM is unsure from this comment which specific impact is of concern, and that they feel is especially significant. The subject RMP foresaw impacts to big game crucial winter range and migration routes and felt that the CWR TLS that we receive from WGFD and the CSU stipulation added to the Chain Lakes habitat management area is sufficient. WGFD was a cooperating agency on this RMP document.
33	**Wyoming Game and Fish Department:** Number 3. "While certain parcels proposed to be offered at the November 2014 oil and gas lease sale do occur within areas with sensitive or important resources values, none have been determined to be within an ecologically critical area. Additionally, mitigation in the form of lease stipulations has been applied to all parcels." We have expressed the importance and critical need for undisturbed big game migration and crucial winter range in the Rawlins Field office.	Comment acknowledged. No response required.
34	**Wyoming Game and Fish Department:** Number4 "The BLM received five letters or emails providing comments on the November 2014 lease parcel EA prepared by the High Desert District. Comments pertained to a variety of issues including: deferral of parcels for sage grouse conservation, big game crucial winter range, prairie dog habitat, citizens proposed wilderness areas and land	The Unsigned Finding of No Significant Impact posted reads: The BLM received twelve letters or emails providing comments on the November 2014 lease parcel EA prepared by the High Desert District. Comments pertained to a variety of issues including: big game crucial winter range and migration corridors, surface owner concerns over

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	with wilderness characteristics, visual resources, cultural resources, master leasing plan nomination, range of alternatives, and air quality. This shows a varying level of concern or controversy, but does not demonstrate a high level of controversy. Concerns expressed were very similar to those heard from previous lease sales. As the EA for the November 2014 Oil and Gas Lease Parcels concludes, impacts to the quality of the human environment from the offering, sale, and issuance of the November 2014 lease parcels are not expected to be significant." We have expressed numerous issues with big game migration routes.	potential development on split estate lands, reclamation and control of invasive plants, impacts on livestock grazing, impacts on water quality and quantity, the Adobe Town area, hydraulic fracturing, sage grouse, and lands with wilderness characteristics. This shows a varying level of concern or controversy, but does not demonstrate a high level of controversy. Concerns expressed were very similar to those heard from previous lease sales. As the EA for the November 2014 Oil and Gas Lease Parcels concludes, impacts to the quality of the human environment from the offering, sale, and issuance of the November 2014 lease parcels are not expected to be significant. Comment acknowledged. A lease notice has been added to the subject parcels. Under 40 C.F.R. § 1508.27(b)(4), controversy is whether there is a scientific dispute about the level or nature of anticipated effects – not political controversy or expressions of opposition to the action or preference among the alternatives analyzed within the EA. Individual or groups of federal oil and gas leases have frequently been protested by a variety of non-governmental organizations based on their perceived environmental impacts associated with offering a specific parcel, which could be correlated to some level of public controversy, but as the Interior Board of Land Appeals has repeatedly noted, whether a proposed action is likely to be controversial is not a question about the extent of public opposition, but, rather, about whether a substantial dispute exists as to its size, nature or effect. See, e.g., *Oregon Natural Resources Council* 116, IBLA 355, 362 (1990) and the cases cited therein.
35	**Wyoming Game and Fish Department:** Number6 "Significant contributions to cumulative effects are not expected from the November 2014 Lease Sale." Again, we disagree; we believe that continued development of these leases at the current rates would create significant and cumulative impacts. We would like to see the cumulative impact analysis, what that analysis consisted of, and how the BLM is quantifying this statement.	Offering the subject parcels for lease, and the subsequent issuance of leases, in and of itself, would not result in any cumulative impacts. The referenced RMPs/EISs provide cumulative affects analysis for oil and gas development based on the reasonable, foreseeable oil and gas development scenario. The offering of the proposed lease parcels is consistent with that analysis. As discussed in Section 1.3, it is assumed that any development on those leases would occur within the RFD level analyzed in the EISs for the governing RMPs and that the impacts would also be within the thresholds of identified in the EISs. And as stated in Section 1.1, “The mitigation measures developed through those EISs reduced/minimized the anticipated impacts associated with the projected development to acceptable levels below the significance threshold”; therefore, since the proposed parcels are within areas designated by the RMPs as available for oil and gas leasing and development and as such are a subset of the RMP, it is anticipated that this will also hold evident for the parcels. Again, it is important to emphasize that at the

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		leasing stage is not possible to predict if a parcel would be leased; if it is leased whether or not it would be developed; and if it is developed at what intensity/spacing, which is why additional NEPA is required when a definitive development proposal is received. A lease notice has been added to the subject parcels in response to WGFD comments and we believe we can further address WGFD concerns through future coordination as required by our MOU.
36	**Wyoming Game and Fish Department:** Number7 "The EA did not reveal any cumulative effects beyond those already analyzed in the Kemmerer, Pinedale, Rawlins, and Green River RMPs/FEISs. The interdisciplinary team evaluated the possible actions in context of past, present and reasonably foreseeable actions. Significant cumulative effects are not expected." Since we have not seen the cumulative effect analysis, we do not agree with this statement. We would like to see the actual analysis, how that analysis was conducted and the steps taken to make this determination. How is the BLM measuring "no significant cumulative effects?"	See response to Comment #34. Cumulative impacts for the Rawlins RMP are discussed in the Final EIS, Section 4.20 on pages 4-486 to 4-531. Cumulative Impacts for the Green River RMP are discussed in the Final EIS, on pages 417 to 464. Cumulative impacts for the Pinedale RMP are discussed in the Final EIS, Section 4.19 on pages 4-271 to 4-297. Cumulative impacts for the Kemmerer RMP are discussed in the Final EIS, Section 4.9 on pages 4-268 to 4-278. WGFD was a cooperating agency on the development of these documents.
37	**Coalition of Local Governments:** Thank you for the opportunity to submit these comments. The Coalition of Local Governments (Coalition), on behalf of its local government members, submits these comments on the May 2012 Lease Sale. The Coalition members include Lincoln, Sublette, Sweetwater, and Uinta counties and the Little Snake River, Lincoln, Star Valley, Sublette, Sweetwater, and Uinta County conservation districts. The Coalition members have participated as cooperating agencies for the resource management plan (RMP) revisions for Kemmerer, Pinedale, and Rawlins, as well as for the Ashley and Bridger-Teton National Forests. In addition, the Coalition members are cooperators on the Rock Springs RMP revision and the sage grouse RMP revision, as well as several project level environmental impact statements (EIS) and environmental assessments (EA) across southwestern Wyoming.	These comments were received by BLM on June 9, 2014 by email. The date on the comment letter attachment is June 9, 2014, six days after comments were due to BLM. That being said, thank you for your comment. No response is required.
38	**Coalition of Local Governments:** *1. Lands with Wilderness Characteristics Issue* The Coalition objects to the EA's handling of the lands with wilderness characteristics (LWC) issue. EA at 83-84. In 2011, CLG submitted comments on the Secretarial Order 3310 BLM manuals to the effect that the Interior Secretary lacked the legal authority to issue the order or to implement it. While Congress has frozen funds to implement Secretarial Order 3310, Secretary Salazar did	Lands with wilderness characteristics are addressed in Sections 3.2.3 and 4.2.3 of the EA. The BLM Land Use Planning Handbook (H-1601-1) states that the BLM must consider the management of lands with wilderness characteristics during the land use planning process. The criteria used to identify these lands are essentially the same criteria used for determining wilderness characteristics for wilderness study areas (WSA). However, the authority set forth in section 603(a)

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	not withdraw the order and BLM wrote new direction, DM 6310 and 6320 as well as Instruction Memorandum (IM) 2011-154. The congressional rider freezing appropriations remains in place. Notwithstanding the congressional prohibition, BLM applies IM 2011-154 which violates the congressional defunding directive when applied to land management decisions, such as oil and gas leasing. None of the Resource Management Plans (RMPs) within the High Desert District has identified lands to be managed as wilderness. The EA's treatment of LWCs implements 2011-154, which should have expired on Oct. 1, 2013 and changes land management contrary to the RMPs. BLM cannot make ad hoc changes to the RMP but must instead follow specific procedures. These are not followed in the EA. It is particularly problematic when BLM uses citizens' proposals to apply LWC status to public lands, notwithstanding RMP provisions to the contrary. A Freedom of Information Act (FOIA) revealed that BLM received a number of master lease plan nominations in Wyoming, as well as Colorado and Utah. The public, state and local government officials were not given the same opportunity to submit nominations or respond to these. The areas nominated were justified largely on their alleged wilderness character. See e.g. Adobe Town expansion. As is correctly stated in the EA, although nominated for wilderness management, the area shows ample evidence of human impacts. EA at 83.	of FLPMA to complete the three-part wilderness review process (inventory, study, and report to Congress) expired on October 21, 1993; therefore, FLPMA does not apply to new WSA proposals and consideration of new WSA proposals on BLM-administered public lands is no longer valid. The BLM is still required under Section 201 of FLPMA to "...maintain on a continuing basis an inventory of all public lands and their resource and other values...." This includes reviewing lands, in this case lease parcels, to determine if they possess wilderness characteristics. Parcels or portions of parcels 56, 57, 58, 71, and 76 have been determined to have lands with wilderness character in compliance with IM -2011-154. IM-2011-154 is the current BLM policy and is compliant with Sections 201and 202 of the Federal Land Policy Management Act. IM 2011-154 supersedes all previous guidance on LWCs. These parcels or portions of parcels are located within the RFO Adobe Town Dispersed Recreation Use Area (DRUA) which is subject to management decisions in the Rawlins RMP. Policy contained in BLM Manual 6310 provides "that the preparation and maintenance of the inventory shall not, of itself, change or prevent change of the management or use of public lands." Further, it is beyond the scope of this EA to discuss opportunities for the public, state and local government officials to submit nominations or respond to nominations for master leasing plans.
39	**<u>Coalition of Local Governments:</u>** *2. Deferred Parcels for Greater Sage Grouse RMP Revision* The Coalition continues to question the merit of deferring more than 84 parcels and several partial areas based on the pending sage grouse RMP revision. The BLM sage grouse RMP revision is now almost five years past the original completion date of Sept. 2009. The draft environmental impact statement (DEIS) was only released this year and received significant complex comments. The State of Wyoming has been implementing a robust program of sage grouse protection, while continuing to develop data regarding lek locations and related habitat. This process began more than ten years ago with regional working groups. The state remains committed to its core area identification, which attempted to balance energy development and access with sage grouse conservation. This process resulted in the identification of core areas and detailed management guidelines. While CLG members have not agreed with every detail, BLM cannot ignore the	Comments acknowledged. 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' which is internal guidance to staff for management of sage grouse under the BLM Wyoming Sensitive Species Policy while the RMP amendments/revisions are ongoing. Parcels are reviewed by BLM's Reservoir Management Group for potential drainage issues prior to deferral for sage grouse. See Appendix C. Deferred parcels will remain deferred from leasing until conservation and management for sage grouse can be evaluated under the land use planning process, which is expected to be completed later this year. Once this planning process is completed, this parcel could be re-nominated for future competitive leasing and leased with

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	fact that there is already a robust conservation program in place that contradicts the assumed need to defer the leases for an RMP revision that is unlikely to be final and will certainly be the subject of a legal challenge. Based on this background, there is no sound basis to defer until the RMP amendment is completed. Leasing subject to Wyoming BLM Instruction Memorandum, which incorporates the Wyoming executive order is not an irreversible and irretrievable commitment of resources. Deferral only interferes with completion of land positions necessary to drill. It also permits drainage when the deferred parcels are located near or adjacent to state and private lands. As indicated in earlier comments, the local governments depend on sales tax revenues from the energy industry. The high percent of federally-owned land within each affected county makes property taxes a relatively small source of revenues and federal in lieu of taxes payments (PILT) are an insufficient substitute. The energy industry is an equally important source of jobs and stability within the counties. Accordingly the deferral of these lease parcels for an indefinite period on these facts is unwarranted.	appropriate stipulations