

Appendix F
Public Comments and Responses
High Plains District Portion of the February 2016 Oil and Gas Lease Sale EA WY-070-EA15-225

| # | Commenter | Comment | Response |
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| 1 | Mike and Linda Worline | We are concerned about upcoming mineral sale on our property. We are in the Blue Rock Estates area off Cole Creek Road. Our home is on a 2 acre site. How are we impacted? | <p>Issuance of an oil and gas lease does not authorize operations on the lease. The lease affords the operator the exclusive right to explore for oil and gas within the leased Federal mineral parcel. At the leasing stage there is no indication whether oil and gas exploration will actually occur on the parcel. Nor is there an indication where or how exploration might occur.</p> <p>The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns. The BLM's regulations addressing proposed lease development operations (please refer to 43 CFR 3160 and Onshore Oil and Gas Order No. 1) require the posting of information about proposed drilling permits prior to BLM approval and, if operations are proposed on split estate lands, coordination with the surface owner(s) on whose lands operations are proposed. The BLM's site-specific NEPA compliance documentation will also involve public outreach, such as posting of relevant information to the BLM-Wyoming's online NEPA register.</p> |
| 2 | Dan Seamount | I own property and a house up Cole Creek Road. I fully support the sale. | No response needed. |
| 3 | Fran and Phil Anderson | <p>We, Philp J. & Frances M Anderson are Trustees of a Family Trust known as The PFA Trust, April 06, 2004 which owns 80 acres. I believe that this property lies within the parcels being considered for the Oil and Gas Lease Sale.</p> <p>The property listed herein lies just off of Cole Creek road via the access road of Blue Rock Road. The property contains a main house, barn, carriage house, indoor riding arena, corral(s) and other improvements: a free standing green house as well as an outlying separate guest cabin toward the back side of the property. My son, Robert D. Anderson and his wife, Deborah, reside on and maintain the property.</p> <p>The property is fully fenced in and kept locked at the entry way. This property has a deep well for water. They currently have 7 horses which free graze on all the land.</p> <p>Antelope and deer migrate across the property. No hunting is allowed on the property.</p> | The commenter's property is not within one of the lease sale parcels in the Cole Creek area, but adjoins one lease sale parcel and is near several others. The oil and gas underlying this split estate parcel is currently under Federal oil and gas lease, a portion of which is held by production. |

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| | | <p>Eagles have nested in a rocky outcrop at the back of the property. To be honest I have not seen them lately, perhaps other family members have spotted them on the property.</p> <p>The property lies within a community of home sites originally sold in sizes of 20 acres or more. We have neighbors to the east, west and north within ½ mile or less. Numerous homes are along Blue Rock and Ridgeview Roads. We understand that "portions" of Ridgeview Street are sometimes maintained, not always, by the South Park Home Owners Association and some portions require maintenance which are maintained by Owner Resident.</p> <p>Further to the east (within a couple of miles) is undeveloped land which is occupied by wind turbines.</p> <p>All of the foregoing is to underscore several factors which should be considered-Please note additional concerns and/or issues are also written on a separate page for your review should this project go further:</p> <ol style="list-style-type: none"> 1. The area surrounding our parcel is occupied by homeowners who have jobs and must travel along Ridgeview and Blue Rock to get to Cole Creek Road to get to Casper. 2. Areas to the east already host wind turbines and would be better suited for drilling/fracking operations. | |
| 4 | Anderson | <p>THE EA DID NOT ADDRESS NOISE/AIR POLLUTION</p> <p>The Environmental Assessment (EA) did not contain any assessment regarding noise and/or light effects on the area. Equipment and vehicles will presumably generate noise such as to disturb the homeowners in the area. As said above these people work and so noise may affect their health and work habits. See the EPA article on noise pollution at http://www.epa.gov/air/noise.html. Light pollution (vehicles, rigs, work lights) was also not addressed. The areas to the east with the wind turbines would be better suited.</p> | <p>A general discussion of noise and lighting impacts associated with oil and gas exploration and production is given in Section 4.2.1 of the EA.</p> <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns. The BLM's regulations addressing proposed lease development operations (please refer to 43 CFR 3160 and Onshore Oil and Gas Order No. 1) require the posting of information about proposed drilling permits prior to BLM approval and, if operations are proposed on split estate lands, coordination with the surface owner(s) on whose lands operations are proposed. The BLM's site-specific NEPA compliance documentation will also involve public outreach, such as posting of relevant information to the BLM-Wyoming's online NEPA register.</p> |
| 5 | Anderson | <p>THE EA DID NOT ADDRESS THE EFFECTS ON ROAD INFRASTRUCTURE</p> <p>The EA did not address the effects of heavy (or heavier) vehicular traffic on roads that are privately maintained. Ridgeview Street currently is a hard packed dirt/gravel road which is heavily rutted. Dust and Dirt from Ridgeview Street would likely become significantly more impassible with the travel of heavy vehicles. The dust/dirt pollution</p> | <p>A general discussion of road and well location construction impacts associated with oil and gas exploration and production is given in Section 4.2.1 of the EA. Air resources are discussed in greater detail in Sections 3.3.1 and 4.3.1.</p> |

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| | | would become problematic for the current residents and the horses causing severe health issues. The South Park HOA and commenter should not be burdened with full maintenance of this street and note the South Park HOA only maintains, (sometimes, not always) a partial area of Ridgeview Street. | Please also refer to our response in No. 4, above. Operators are required to negotiate in good faith with split estate landowners to obtain a surface access agreement. Many of these concerns might be addressed in a surface access agreement. |
| 6 | Anderson | THE EA DID NOT ADDRESS THE EFFECTS ON MIGRATION OF ANTELOPE AND DEER HERDS With the incursion of humans into the area the herds have developed patterns for daily migration. At least one pattern cuts across the back of our property. In area of our property structures have resulted in the herds migrating in somewhat narrow paths. The EA did not take into account how further development with wells/rigs/vehicles/associated equipment would affect those movements. It may well force the herds to take more perilous routes across/along Cole Creek resulting in more auto mishaps. | Wildlife resources are discussed in Sections 3.3.9 and 4.2.5 of the EA. No big game crucial wildlife habitat or migration corridors are identified in the Cole Creek area on BLM or Wyoming Game and Fish Department data sources. Thus they are not addressed specifically in the EA. Please also refer to our response in No. 4, above. |
| 7 | Anderson | THE EA DID NOT ADDRESS THAT WITHIN THE DISTRICT SOME AREAS ARE BETTER SUITED TO MITIGATE THE IMPACT The EA seems to treat the entire area as being somewhat uniform for purposes of the assessment. In fact some locations within the area are better suited than others so as to mitigate the effects on people/property/livestock/wildlife. Just to the east of our property are large parcels occupied by wind turbines. Siting oil/gas extraction equipment there would seem to mitigate any impact on the heavier populated areas nearby. Surely is reserves reside under the land the reserves would also lie under the land occupied by the wind turbines and could be extracted. | Siting alternatives are appropriately addressed at the development stage. Discussion in the EA (pages 18-21) concerning parcel reconfiguration is aimed at improving siting options in proximity to the Cole Creek area homesites by increasing the ratio of undeveloped to developed areas within each lease sale parcel. Please also refer to our response in No. 4, above. |
| 8 | Anderson | As mentioned, should there be a decision to go forward with BLM exploration the additional concerns and issues set forth in the Addendum need to also be taken into account and considered for the commenter's 80 Acres Property before proceeding. | The referenced Addendum includes many concerns that might be suitable for consideration in a surface access agreement. Operators are required to negotiate in good faith with split estate landowners to obtain a surface access agreement. A surface access agreement is required at the Application for Permit to Drill (APD) development stage, but is not required for leasing, since the nature, location, duration, etc. of operations are unknown. |
| 9 | Anderson | We are mindful the need for energy and the desire of the BLM to "monetize" their holdings. I am also mindful of the fact that the BLM has the right to lease the mineral rights. However, in view of some parcels lying in heavier populated areas and occupied by folks who must carry out their daily lives, nearby parcels already occupied by wind turbines would be better suited. | Siting alternatives are appropriately addressed at the development stage. Please also refer to our response in No. 4, above. |
| 10 | Wyoming Outdoor Council (WOC) | Please accept these comments from the Wyoming Outdoor Council regarding the above referenced environmental assessment prepared by the Bureau of Land Management. The Wyoming Outdoor Council is the state's oldest independent conservation organization. We've worked for more than four decades to protect Wyoming's environment and quality of life for future generations. | No response needed. |
| 11 | WOC | The Wyoming Outdoor Council supports the decisions made through the screening process, which removed parcels in an incorporated town and in the oil and gas unavailability areas around Dubois and Boysen Reservoir. We also appreciate the decision to defer leasing within the Bighorn Basin and Buffalo Field Office pending the | No response needed. |

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| | | soon-to-be released resource management plans for those regions. However, for the reasons described below, we request the agency consider deferring parcels in a heavily developed residential subdivision east of Casper. | |
| 12 | WOC | <p>Along the Cole Creek Road, east of Casper, twelve parcels have been nominated for this oil and gas lease sale. We are very appreciative of BLM’s decision, when these parcels were first nominated last year, to defer them and offer extensive community outreach about split-estate landowner rights and the oil and gas leasing process. This was a forward-thinking choice that demonstrates the agency’s regard for local communities and impacted landowners.</p> <p>We ask that these twelve parcels (WY-1602-047, -048, -049, -051, -052, -053, -054, -055, -056, -057, -058, -059) be fully deferred from this lease sale. While the resource management plan allows leasing in this area, it is a densely developed residential area. Within the 22,020 acres of these twelve parcels, 485 landowners would be affected. We ask the agency to consider the following: oil and gas leasing is a discretionary activity; the Mineral Leasing Act prohibits leasing in incorporated towns; resource management stipulations are inadequate for these parcels; and impacts from development should be generally considered at the leasing stage.</p> | <p>The Mineral Leasing Act of 1920, as amended (30 USC 181) specifically precludes leasing lands in incorporated cities, towns, and villages. The regulations at 43 CFR 3100.0-3(a)(2)(iii) reiterate the prohibition against leasing in incorporated cities, towns, and villages. The Cole Creek area parcels are not within the incorporated limits of any city, town or village, and thus not precluded from leasing by law or regulation.</p> <p>The Casper RMP under Decision #2004 provides that the Casper Field Office is open to mineral leasing unless specifically identified as administratively unavailable for the life of the plan. The Cole Creek area is identified as available for leasing under the RMP.</p> <p>Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral.</p> <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns. The BLM’s regulations addressing proposed lease development operations (please refer to 43 CFR 3160 and Onshore Oil and Gas Order No. 1) require the posting of information about proposed drilling permits prior to BLM approval and, if operations are proposed on split estate lands, coordination with the surface owner(s) on whose lands operations are proposed. The BLM’s site-specific NEPA compliance documentation will also involve public outreach, such as posting of relevant information to the BLM Wyoming’s online NEPA register.</p> |
| 13 | WOC | <p>Leasing is a Discretionary Activity</p> <p>Because oil and gas leasing is a discretionary act, the BLM can—and should—decide not to lease these parcels. BLM does not have to lease oil and gas resources if the agency decides it is incompatible with the values or conditions of an area, if the timing is not ideal or for any other rational reason. As recognized long ago by the Supreme Court, leasing is an “overriding” discretionary authority and the Secretary of the Interior can</p> | <p>The Casper RMP under Decision #2004 provides that the Casper Field Office is open to mineral leasing unless specifically identified as administratively unavailable for the life of the plan. The Cole Creek area is identified as available for leasing under the RMP.</p> <p>Please also refer to our response in No. 12, above.</p> |

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| | | <p>“refuse to issue an oil and gas lease.” <i>Udall v. Tallman</i> 380 U.S. 1, 20 (1965). The discretionary nature of oil and gas leasing was recently reconfirmed in BLM’s oil and gas leasing reform instruction memorandum (IM). “Under applicable laws and policies, there is no presumed preference for oil and gas development over other uses.” IM 2010-117 at 2. “While an RMP may designate land as ‘open’ to possible leasing, such a designation does not mandate leasing.” <i>Id.</i> at 3. Clearly, while these parcels can be legally leased, this does not mean they should be—nor that the agency is bound in any way to lease.</p> <p>For this reason, we recommend the BLM decline to lease the Cole Creek Road area parcels due to the potential to negatively impact the lives of many people. The potential impacts of oil and gas development, even if carefully managed, are simply too great. There are 485 landowners in this unincorporated subdivision. That means there are hundreds of private water wells that families depend on for drinking water and irrigation; there are hundreds of families with children who can currently safely ride their bikes down dirt roads and play in backyards and nearby open space. The increase in truck traffic poses safety risks and it will create unwanted road dust that can negatively impact the health of those with more vulnerable respiratory systems such as children and the elderly.</p> <p>The unincorporated nature of the subdivision creates a higher likelihood that the area has a high density of domestic water wells. Even if the state’s baseline water testing rule would result in baseline tests of residents’ water wells, the potentially high density of wells should be cause for avoidance. The risks posed by any water pollution that might occur during development or production stages would be higher based on the unusual density of water wells located within close proximity to development. Potential air pollution and safety concerns from flaring and venting at these wells must also be taken into account in this densely developed subdivision.</p> <p>Leasing in this area is a threat to human health and wellbeing and unnecessarily degrades the quality of life these landowners have sought in an unincorporated subdivision—open space for families and for raising livestock, a sense of freedom and self-reliance, and a step-away from the hubbub of city living. All of these values will be diminished or damaged by the industrial activity of oil and gas development, which will likely occur if the area is leased. We ask the agency not to disregard these impacts.</p> | |
| 14 | WOC | <p>Prohibition on Leasing in Incorporated Areas</p> <p>The Mineral Leasing Act of 1920 prohibits leasing in incorporated areas, stating that federal leasing authority is excluded “in incorporated cities, towns, and villages.” 30 U.S.C § 181. BLM’s oil and gas leasing regulations make an equivalent provision in two places. 43 C.F.R. §§ 3100.0-3(a)(2)(iii) and (b)(2)(ii).</p> <p>There is no known legislative history or commentary in the Federal Register that explains the intent of these exclusions and exceptions. But we think it is apparent that the United States Congress and, later, the BLM intended to ensure that oil and gas</p> | <p>The Mineral Leasing Act of 1920, as amended (30 USC 181) specifically precludes leasing lands in incorporated cities, towns, and villages. The regulations at 43 CFR 3100.0-3(a)(2)(iii) reiterate the prohibition against leasing in incorporated cities, towns, and villages. The Cole Creek area parcels are not within the incorporated limits of any city, town or village, and thus not precluded from leasing by law or regulation.</p> <p>The Casper RMP under Decision #2004 provides that the Casper Field Office is open to mineral leasing unless specifically</p> |

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| | | <p>leasing and possible development would not occur in densely populated areas where the impacts of leasing and development would be unacceptable. We believe this intention should be applied to the Cole Creek Road area proposed leases even though they are not in an incorporated area.</p> <p>Its suburban nature—that it is a densely developed, highly populated area—means it is akin to an incorporated area. Additionally, while the population density likens this area to an incorporated city (it could be compared to Wamsutter in terms of population), it has an even greater potential for negative impacts because it is unincorporated. As we noted above, as an unincorporated area, there is no centralized water system; only hundreds of individual water wells. There are no centralized city police to watch out for children and safety on the road system. There are no noise ordinances. And there are many other examples of the potential for negative impacts in this unincorporated area. Leasing here would be like leasing in an incorporated city but without any of the safety structures for human health provided in an incorporated city. Given the population density and the greater potential for negative impacts—due to unincorporation—to these landowners if development were to occur, we ask that the BLM not move forward with leasing these parcels.</p> | <p>identified as administratively unavailable for the life of the plan. The Cole Creek area is identified as available for leasing under the RMP.</p> <p>It should be noted there are existing Federal oil and gas leases within and adjacent to the Cole Creek area, including leases currently held by production.</p> <p>Please also refer to our response in No. 12, above.</p> <p>Please note that several of the concerns you raise regarding the potential for impacts that would otherwise be avoided through incorporation, and the corresponding police enforcement, water system governance, etc., may not be regulated by the BLM. In some circumstances, other state or local agencies may have the authority to address concerns such as those you raise.</p> |
| 15 | WOC | <p>Resource Management Plan stipulations are inadequate for these parcels</p> <p>The current stipulations afforded these parcels under the 2007 Casper Resource Management Plan (RMP) are inadequate and possibly outdated. If the agency were to decide to lease these parcels, we ask that these stipulations be updated to include no-surface occupancy stipulations for each parcel in order to avoid many of the negative impacts of development. The agency has the authority to add these stipulations.</p> <p>Ten of these parcels have controlled surface use stipulations that can restrict or prohibit surface use because of impacts to the viewshed of the National Historic Trails—these are parcels -047, -048, -049, -053, -054, -055, -056, -057, -058, and -059. Additionally, several of these parcels also have no-surface occupancy restrictions to protect the Class I and Class II waters of the North Platte River. NSO buffers of 500-feet for the North Platte River affect parcels -048, -049, -057, and -058. However, these restrictions do not address socio-economic resources and values like human health and safety and quality of life that will be impacted by this leasing and are thus inadequate for these parcels.</p> <p>The Casper RMP was developed between 2003 and 2007; eight years have passed since the Record of Decision was signed and 10 to 12 years have passed since scoping and draft comments were solicited from the public. It is very likely that the Cole Creek Road area was not as densely developed then as it is today. We would suggest that the agency would have not allowed leasing in a subdivision with 485 homeowners on the outskirts of incorporated municipalities had that level of development existed when the RMP was developed. We ask the BLM to evaluate whether increased residential development has occurred since 2003-2007. If it is true that the area is now more densely developed and the socio-economic conditions have changed since the RMP designed stipulations for leasing in this area, we ask the BLM to re-evaluate the stipulations attached to these leases</p> | <p>Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral.</p> <p>Please also refer to our response in No. 12, above.</p> <p>Federal oil and gas leases are conditioned with stipulations derived from applicable resource management plans (RMP). In addition to the RMP stipulations noted, the Casper RMP in Decision #1036 includes a conditional surface use stipulation within 500 feet of water wells, springs, or artesian and flowing wells. If an APD is submitted in proximity to a well, such as those in the Cole Creek area, this stipulation would be applied to the APD and analyzed as part of the site specific NEPA.</p> <p>Aerial imagery from 2006, shortly before the Casper RMP was approved (December 2007), shows considerable homesite development across much of the Cole Creek area. Some of the outlying areas such as the southern end of the B.B. Brooks properties were undeveloped in 2006, and portions of that area remain undeveloped. More recent aerial imagery shows increasing density of homesites with modest increase in the extent of homesite placement. No concerns from residents in this area were raised in the Casper RMP planning process.</p> <p>It is BLM’s goal to encourage development of Federal oil and gas</p> |

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| | | <p>and update them in accordance with the values of the area.</p> <p>The agency has the ability to update these current stipulations to no-surface occupancy conditions. The BLM’s IM 2010-117 is clear: BLM is to evaluate whether resource management plan oil and gas management decisions “are still appropriate and provide adequate protection for resource values,” [...] “including socioeconomic resource values.” IM 2010-117 at 8. Notably, “if the lease stipulations do not provide adequate resource protection, it may be necessary to develop new lease stipulations or revise existing ones.” Id. at 8. Adding no-surface occupancy stipulations to these parcels would adequately protect surface owners’ rights, human health and safety, and the residents’ quality of life and would ensure leasing is allowed in a way that recognizes the current social and economic conditions of this area.</p> | <p>while managing other resources and land uses consistent with applicable Federal laws, regulations and policies, and RMP goals, objectives and decisions.</p> <p>Many land parcels within the Coal Creek area have been leased previously, and repeatedly. Although historically leased, much of this area has not been developed to date, and it is possible that a similar situation would exist under future leases.</p> <p>While the BLM does consider the applicability of the stipulations provided for under the Casper RMP, application of a parcel-wide NSO stipulation to these parcels is not in conformance with the current allocation decisions in the Casper RMP.</p> |
| 16 | WOC | <p>Impacts from development should be considered at the leasing stage</p> <p>We understand that the BLM has attempted to redesign these proposed parcel boundaries to lessen impacts—and we appreciate that effort to consider how to lessen the impacts of leasing and development. But we ask for more consideration of how development will happen; we believe the circumstances of this residential subdivision necessitate consideration of how development will happen at this time—prior to the BLM’s leasing decision. We were disappointed to read the Casper Journal story regarding the first public meeting about these parcels, in which the BLM deferred concerns of landowners about the impacts associated with development, noting that these impacts are better discussed after the leasing stage. See “Oilfield Nominated Bordering Casper”</p> <p>The BLM has the responsibility to take into account the impacts of potential development at the leasing stage. It is not appropriate to avoid consideration of post-leasing impacts given the very likely event that these leases will be developed. The BLM must take the legally required “hard look” at the impacts associated with oil and gas development prior to offering parcels for competitive lease sale. <i>Kleppe v. Sierra Club</i>, 427 U.S. 390, 410 n.21 (1976). In the oil and gas leasing context the BLM must adequately assess the impacts of reasonably foreseeable postleasing oil and gas development before any leases are issued. See <i>Pennaco Energy, Inc. v. U.S. Dept. of Interior</i>, 377 F.3d 1147 (10th Cir. 2004).</p> <p>In an even more recent case the 10th Circuit Court of Appeals emphasized the need for BLM to consider the environmental impacts of oil and gas leasing pre-leasing. It stated: “Taken together, these cases establish that there is no bright line rule that site-specific analysis may wait until the APD stage. Instead, the inquiry is necessarily contextual. Looking to the standards set out by regulation and by statute, assessment of all ‘reasonably foreseeable’ impacts must occur at the earliest practical point, and must take place before an ‘irretrievable commitment of resources’ is made.” <i>New Mexico ex rel. Richardson v. Bureau of Land Management</i>, 565 F.3d 683, 717-18 (10th Cir. 2009) (finding that a BLM leasing effort constituted an irretrievable commitment of resources; that because impacts of development could not be prevented once a lease was issued</p> | <p>Discussion in the EA (pages 18-21) concerning parcel reconfiguration is aimed at improving siting options in proximity to the Cole Creek area homesites by increasing the ratio of undeveloped to developed areas within each lease sale parcel.</p> <p>One timing limitation stipulation (TLS) applies to specific lease sale parcels in the Cole Creek area: protecting nesting raptors.</p> <p>Three conditional surface use (CSU) stipulations apply to specific lease sale parcels in the Cole Creek area: within 3 miles or the visual horizon of the Oregon Trail, within ¼ mile of class I and class II waters, or in class I or class II visual resource management areas.</p> <p>Three no surface occupancy (NSO) stipulations apply to specific lease sale parcels in the Cole Creek area: within the North Platte River Special Recreation Management Area (SRMA), within one mile of a bald eagle nest, or in class I and class II waters within 500 feet of the North Platte River.</p> <p>As it pertains to the Cole Creek lease sale parcels, and with the exception of one raptor nesting buffer affecting lease sale parcel 51, all of these stipulations are concentrated along the North Platte River corridor. A map (Map 3) showing the stipulations will be included with version 2 of the EA.</p> <p>BLM Wyoming has issued policy (IM WY-2015-054) to address setbacks from occupied structures that will be implemented at the development stage.</p> <p>Please also refer to our response in No. 12, above.</p> |

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| | | <p>BLM was required to analyze foreseeable impacts before committing resources; and that development was reasonably foreseeable because of existing development in the area) (citations omitted).</p> <p>This will be an extremely difficult place for the agency and operators, if leased, to plan for development. The dense residential development, with the accompanying state and federal setback regulations for home sites and water wells decreases the viable space for surface occupancy. As we noted above, ten of these parcels have controlled surface use stipulations that can restrict or prohibit surface use because of impacts to the viewshed of the National Historic Trails—these are parcels -047, -048, -049, -053, -054, -055, -056, -057, -058, and -059. And, several of these parcels have 500-foot NSO restrictions to protect the Class I and Class II waters of the North Platte River; these are applied to parcels -048, -049, -057, and -058.</p> <p>We recommend these land-use plan restrictions be mapped alongside the BLM’s recommended 1320-foot setbacks for home sites to determine whether some of these leases have viable areas for development; and then whether or not those sites have access or will cause undue degradation to private surface through road construction. We believe this mapping exercise will illustrate the problems and conflicts that will inevitably arise should these parcels be developed. A comprehensive analysis of a basic development scenario (it certainly need not be exact to be useful) would caution against leasing in this area.</p> | |
| 17 | WOC | <p>Conclusion</p> <p>We believe it is inappropriate to lease the Cole Creek Road area parcels. This residential development is a neighborhood of hundreds of families who have sought the quality of life that an unincorporated area can provide. It is likely the existing RMP current stipulations did not take into consideration such an intense level of residential development. These stipulations are now inadequate regarding the existing socio-economic conditions and to protect human health, safety, and quality of life in this area.</p> <p>Thank you for your consideration of these comments.</p> | No response needed. |
| 18 | Thomas K. Hussion | <p>I live on property north of Evansville WY. We raise and sell horses on this property and also live on this property, the building of roads and a drilling site would be very detrimental to our way of life. We believe we have WY Toads on this property. We have researched and studied these toads and believe they are possibly the species that are believed to be extinct. We feel that this should exempt this property for leasing to oil and gas interest.</p> | <p>The Cole Creek area is located over 100 miles away from the only known remaining population of the Wyoming Toad (i.e., Mortensen Lake near Laramie). According to the known data and information on the species, the U.S. Fish and Wildlife Service reports that the species is only known or believed to exist in the immediate area within Albany County, Wyoming.</p> <p>Based on this data and information, any action or activity proposed to occur outside the established area of known populations, (i.e., the area of interest Albany County) would be presumed to have no effect on the species or its current recovery potential.</p> |

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| | | | <p>Regardless, if a lease is issued and subsequently proposed for exploration or development operations, the BLM will comply with the Endangered Species Act and its implementing regulations. To this end, the BLM has a standard lease stipulation (No. 2) and regulations (at 43 CFR 3101.1-2) that would allow the BLM to restrict surface use on a lease to protect species listed under the Endangered Species Act.</p> <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns. The BLM's regulations addressing proposed lease development operations (please refer to 43 CFR 3160 and Onshore Oil and Gas Order No. 1) require the posting of information about proposed drilling permits prior to BLM approval and, if operations are proposed on split estate lands, coordination with the surface owner(s) on whose lands operations are proposed. The BLM's site-specific NEPA compliance documentation will also involve public outreach, such as posting of relevant information to the BLM Wyoming's online NEPA register.</p> |
| 19 | Linda Ransom | <p>As property owner and very concerned citizen, please accept the following comments regarding the above-referenced environmental assessment (EA) that the Bureau of Land Management (BLM) has prepared.</p> <p>Regarding the 11 parcels, WY-1602-047, 48, 51, 52, 53, 54, 55, 56, 57, 58 and 59 in Natrona County, these parcels are in densely populated areas! These are areas that depend on clean air, clean water and a healthy outdoor environment.</p> | <p>The EA addresses concerns related to potential impacts to air, water, and other resources. Air resources are discussed in greater detail in Sections 3.3.1 and 4.3.1. Water resources are discussed in greater detail in Sections 3.3.7, 4.2.3, and 4.3.4.</p> |
| 20 | Ransom | <p>The southerly Cole Creek community has already been seriously impacted by the wind turbines placed too close to dwellings. With the impact of oil and gas development, residents will be addressing problems like round-the-clock noise, near constant truck traffic at all hours, storage tanks, drums of toxic chemicals, inadequately remediated pits, noxious fumes, pipelines, poisoned wells, earthquakes, possible well blowouts and disposal of waste on private property. This would be a constant and unbearable nuisance. The impacts of this kind of large-scale industrial activity are incompatible with that quality of life, not to mention the devaluation of the properties. The many people in those parcels should not be sacrificed for the development of one. It will create a toxic environment and destroy the health and well being of people who are forced to live with it. To even think of inching in oil/gas wells into a residential area is unconscionable. The environment and the people who live in those areas must be protected from any exploration or development. The EA has completely failed to disclose or analyze the Impacts to Humanity. There is a 5 page addendum addressing the Greater Sage Grouse</p> | <p>A general discussion of impacts associated with oil and gas exploration and production, directed primarily at development in proximity to residential development in the Cole Creek area, is given in Section 4.2.1 of the EA.</p> <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns. The BLM's regulations addressing proposed lease development operations (please refer to 43 CFR 3160 and Onshore Oil and Gas</p> |

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| | | and West Nile Virus because of the remediation pits, but not a word as to the human population. | <p>Order No. 1) require the posting of information about proposed drilling permits prior to BLM approval and, if operations are proposed on split estate lands, coordination with the surface owner(s) on whose lands operations are proposed. The BLM's site-specific NEPA compliance documentation will also involve public outreach, such as posting of relevant information to the BLM Wyoming's online NEPA register.</p> <p>Operators are required to negotiate in good faith with split estate landowners to obtain a surface access agreement. Many of these concerns might be addressed in a surface access agreement.</p> |
| 21 | Ransom | Oil and gas operations emit numerous air pollutants, including volatile organic compounds (VOCs), NOX, particulate matter, hydrogen sulfide, and methane. Fracking operations are particularly bad, emitting especially large amounts of pollution, including toxics. The EA fails to take a hard look at air pollution impacts. These leases could cause additional degradation of regional air quality standards intended to protect human health and that includes the Town of Evansville, City of Casper, Towns of Mills and Bar Nunn and all surrounding residents. If the agency determines that no significant impacts are possible, it must still adequately explain its decision by supplying a "convincing statement of reasons" why the action's effects are insignificant. How could any of this be insignificant to these residents? | <p>A general discussion of air quality impacts associated with oil and gas exploration and production is given in Section 4.2.1 of the EA. Air resources are discussed in greater detail in Sections 3.3.1 and 4.3.1.</p> <p>In some cases, air quality impacts arising from potential oil and gas operations will also be addressed by the State of Wyoming agency charged with addressing air quality assurance, the Wyoming Department of Environmental Quality.</p> <p>Please also refer to our response in No. 20, above.</p> |
| 22 | Ransom | Water quality and management is another grave concern. How will BLM manage the massive amounts of water produced and where will it come from? Are there mitigation stipulations to adequately protect existing water rights, in particular, nearby water and stock wells? What about the potential for spontaneous combustion in partially dewatered underground coal seams? Have the potential impacts due to migrating methane gas that vents to the surface other than through the well, and the impacts to wildlife, soils and human safety been studied? What about the possibility of ground subsidence that may occur when the structural integrity of underground geological substrata is compromised due to massive dewatering? What is the assessed and modeled time for the underground aquifers to recharge and replenish? Will there be an-adequate number of monitoring wells to keep an eye on changing water quality, drops in hydrostatic pressure, lowering of the water table and rates of aquifer recharge? Where is the list of hazardous waste for this project? What chemicals will be used in the drilling and/or fracking process? It is plainly stated on page 13 of the EA that the BLM has no control. How will the BLM monitor the water impacts, both during and after drilling? Some of the fracking fluid returns to the surface as toxic waste, where will the discharge go? Is there the potential for subsurface migration of fracking fluids, or the potential for those fluids to escape into the groundwater by way of a faulty casing? | <p>The Wyoming State Engineer is responsible for administering water rights in Wyoming, and permitting use of surface and ground waters.</p> <p>The Wyoming Oil and Gas Conservation Commission has added groundwater baseline sampling, analysis and monitoring requirements in association with drilling oil and gas wells.</p> <p>The EA on page 13 discusses BLM's hydraulic fracturing regulations, and Appendix G provides additional information on the hydraulic fracturing process. As noted in the EA, without a discrete development proposal, the use of hydraulic fracturing in oil and gas development operations on the proposed leases cannot be reasonably foreseen at the time a lease is issued.</p> |
| 23 | Ransom | I do not feel the BLM has fully analyzed and disclosed all of the environmental impacts of the proposed lease sale. NEPA requires BLM to prepare an environmental impact statement (EIS) whenever it proposes to take an action "significantly affecting the quality of the human environment", and that this be conducted at "the earliest possible time." Instead you are relying on previous "RMP EIS's that have already evaluated potentially | The Casper RMP was approved in December 2007, as noted in Section 1.1 of the EA. In addition, Section 1.4 of the EA notes the Casper Resource Management Plan and Final Environmental Impact Statement was completed in June 2007 and the RMP/ROD approved in December 2007. |

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| | | <p>significant impacts arising for the planning decision". The date of the RMP EIS's is not divulged and may possibly be significantly out of date, and the un-executed FONSI (Finding of No Significant Impact) is issued from outdated information? BLM indicates in the EA that it does not have to consider some, or perhaps all, site-specific impacts because it has authority to prevent oil and gas activity. It is plainly stated on page 11 of the EA that after a lease has been issued that lessees "have the right to use as much of the leased lands as is necessary to explore, drill for, mine, extract, remove, and dispose of the oil and gas resources. These post leasing actions can result in surface disturbance". The lessee retains irrevocable rights! The lease sale could result in impacts that BLM will not be able to avoid once the lease sale is finalized because the agency's ability to prevent lessees from engaging in lawful activities on issued leases will be limited.</p> | <p>The unsigned FONSI is based on the current proposal addressed in EA WY-070-EA15-225 for the High Plains District Portion of the February 2016 Lease Sale.</p> <p>A Federal oil and gas lease affords the lessee the exclusive right to explore and develop the leased property. Leases are issued with standard terms and conditions, and are subject also to standard lease stipulations, standard lease notices, and specific lease stipulations derived from the applicable RMP. Leasing is an administrative action and generally does not authorize surface disturbing activities. Development of the lease is initiated with submission of an APD, and is subject to additional site specific environmental review. That environmental documentation would address the site-specific analysis for each proposed well location. In addition to the standard lease stipulations, standard lease notices and specific lease stipulations, conditions of approval (mitigation) tailored to the site specific concerns may be applied to the development proposal.</p> |
| 24 | Ransom | <p>The EA does not divulge the Wyoming Game and Fish findings, nor does say how their concerns were addressed. (1.5).</p> | <p>Coordination with the Wyoming Game and Fish Department (WGFD) was noted in Section 5.2 (Table 5.1) of the EA.</p> <p>At the beginning of the lease sale process, the BLM sends a copy of the parcel list to the BLM field offices in Buffalo, Casper and Newcastle. They in turn send a copy of the parcel list to the local WGFD staff for review. Most of the correspondence is done through email since that is an easy way to transmit the parcel list. A copy of our emails to the WGFD and their response emails are saved as computer files. Those computer files are the "project files" referenced in Table 5.1 of the EA, and are available for public review. In addition, the Wyoming State Office coordinates with the WGFD's Habitat Protection Program to ensure the WGFD's views are adequately considered. No significant concerns were identified by WGFD staff.</p> |
| 25 | Ransom | <p>This lease sale affects the quality of the human environment and is highly controversial, this lease sale has possible effects on the human environment that are highly uncertain or involve unique or unknown risks and this lease sale affects public health and/or safety.</p> | <p>Leasing is an administrative action and generally does not authorize surface disturbing activities. Development of the lease is initiated with submission of an APD, and is subject to additional site specific environmental review.</p> <p>Please also refer to our response in No. 20, above.</p> |
| 26 | Ransom | <p>BLM's dismissal of harms and findings that no significant impacts will result, yet there is abundant evidence that oil and gas operations can cause significant impacts to human health, water resources, air quality, imperiled species, and seismicity. The potential for these significant impacts to occur is clear.</p> | <p>Please refer to our response in No. 20, above.</p> |
| 27 | Ransom | <p>BLM has the power to stop these leases before the community is subject to the proven</p> | <p>No response needed.</p> |

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| | | <p>impacts of oil and gas development. For these reasons I respectfully request that BLM cancel- not simply defer - the 11 above referenced parcels from the lease sale.</p> <p>Thank you for your time.</p> | |
| 28 | WildEarth Guardians (WG) & Rocky Mountain Wild (RMW) | <p>The following are the lands and wildlife comments of WildEarth Guardians and Rocky Mountain Wild on the Wyoming BLM's February 2016 Lease Sale EAs for the Wind River – Bighorn Basin (WRBB) and High Plains (HP) Districts. Guardians will be submitting separate comments on these EAs on the subjects of climate change, the social costs of carbon, and air quality. 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.</p> <p>At minimum, BLM should adopt an alternative deferring all sage grouse parcels from the sale, to implement Lander RMP direction to prioritize fluid mineral leasing outside Core Areas and to prevent an irretrievable commitment of resources in the other Field Offices, where sage grouse plan amendments or revisions are underway to strengthen grouse protections and provide adequate regulatory mechanisms to prevent further population declines. BLM has declined to consider such an alternative in detail (see, e.g. WRBB EA at 2-15); given the significant impacts that are likely to result to sage grouse habitats and populations as a result of leasing these parcels, this failure to analyze an otherwise reasonable alternative violates NEPA's range of alternatives requirement.</p> <p>BLM attaches a number of stipulations, most notably timing stipulations, and relies upon them to reduce impacts to sensitive wildlife resources without ever analyzing the effectiveness of these stipulations. Many of these stipulations are known to be ineffective as outlined below.</p> | <p>Note: <i>Comments from WildEarth Guardians and Rocky Mountain Wild (WG/RMW) were submitted as a combined document for both the Wind River/Bighorn Basin District portion and the High Plains District portion of the February 2016 Oil and Gas Lease Sale EAs. As these are two distinct EA's, the responses herein apply only to the High Plains District portion of the February 2016 Oil and Gas Lease Sale EA.</i></p> <p>No response needed.</p> |
| 29 | WG/RMW | <p>We concur with the intention to defer parcels entirely or in part based on the sage grouse Priority Habitat screen and, at the discretion of the State Director, to defer n whole or in part parcels within core areas totaling 2,905 acres in the WRBB District WRBB EA at Appendix C, and see HP EA at 4.</p> <p>Sage Grouse</p> <p>We agree with BLM's recommendations to defer in whole or in part the offering of Parcels 035, 127, 128, 138, 139, 140, 142, and 144, 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. We also agree with BLM's decision to delete all or parts of parcels 118,</p> | No response needed. |

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| | | 119, 120, 121, 122, 123, 124, 125, 141, and 146, which involve lands closed to fluid mineral leasing in the Lander RMP to satisfy FLPMA conformity requirements. | |
| 30 | WG/RMW | <p>BLM chose not to consider deferring all parcels that fall within sage grouse Core Areas, with a great many parcels offered in the Lander Field Office. 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. The adoption of the 2014 Lander RMP does not preclude BLM from adopting stronger protection measures for sage grouse than are explicitly prescribed under the guidance it contains. 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.</p> <p>We request that all parcels listed herein be deferred from the lease sale. BLM should do its best to keep largely unleased areas of public land in Core Areas unleased, regardless of mineral ownership patterns. Wyoming sage grouse populations are some of the largest left in the nation and were relatively stable until the last decade, when sage grouse populations experienced major declines range-wide. The Wyoming Game and Fish Department reported that since 1952, there has been a 20% decline in the overall Wyoming sage grouse population, with some fragmented populations declining more than 80%; one of WGFD's biologists reported a 40% statewide decline over the last 20 years. As of 2014, WGFD data reports a 60% population decline statewide since 2007. See also Attachment 1. Since these figures were published, grouse populations have continued to decline over the long term. These declines are attributable at least in part to habitat loss due to mining and energy development and associated roads, and to habitat fragmentation due to roads and well fields. Oil and gas development poses perhaps the greatest threat to sage grouse viability in the region. The area within 2 to 3 miles of a sage grouse lek is crucial to both the breeding activities and nesting success of local sage grouse populations. In a study near Pinedale, sage grouse from disturbed leks where gas development occurred within 3 km of the lek site showed lower nesting rates (and hence lower reproduction), traveled farther to nest, and selected greater shrub cover than grouse from undisturbed leks. According to this study, impacts of oil and gas development to sage grouse include (1) direct habitat loss from new construction, (2) increased human activity and pumping noise causing displacement, (3) increased legal and illegal harvest, (4) direct mortality associated with reserve pits, and (5) lowered water tables resulting in herbaceous vegetation loss. These impacts have not been thoroughly evaluated with full NEPA analysis.</p> | <p>A request to defer all parcels is already included in Alternative A.</p> <p>Pursuant to 40 CFR 1508.28 and 1502.21, the EA tiers to and incorporates by reference the information and analysis contained in the Buffalo Resource Management Plan and Final Environmental Impact Statement (1985) and the RMP/ROD approved in October 1985; the Casper Resource Management Plan and Final Environmental Impact Statement (June 2007) and the RMP/ROD approved in December 2007; and the Newcastle Resource Management Plan and Final Environmental Impact Statement (June 1999) and the RMP/ROD approved in August 2000.</p> <p>Revision of the Buffalo RMP is ongoing. As discussed in Section 2.4 of the EA, the Buffalo Field Office is recommending deferral of all lease sale parcels pending completion of the RMP revision. The remaining parcels nominated for the lease sale have been identified as available for leasing in each RMP. Application of stipulations to nominated parcels is directed by the approved RMPs.</p> |
| 31 | WG/RMW | 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, | The BLM follows the Council on Environmental Quality Regulations (40 CFR 1506) that state until an agency issues a record of decision as provided in Section 1505.2, no action concerning the proposal shall be taken which would (1) have an adverse environmental impact; or (2) limit the choice of reasonable alternatives. Therefore, parcels were reviewed utilizing existing RMP resource allocations and then reviewed in accordance with ongoing RMP alternatives to ensure BLM is in compliance with the above stated CEQ regulations. |

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| 32 | WG/RMW | <p>to be managed for no future leasing for oil and gas development.</p> <p>In addition, many parcels are at least partially within designated Preliminary General Habitat (PGH) under the Wyoming Sage-grouse RMP Amendment DEIS, Bighorn Basin RMP DEIS, or Buffalo RMP DEIS preferred alternatives including Parcels 002, 003, 005, 006, 007, 008, 009, 010, 012, 013, 015, 016, 017, 018, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 076, 126, 127, 128, 136, 137, 138, 139, 140, 141, 143, 145, and 146 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. It is important to note that the significant new information that has arisen regarding greater sage grouse (Candidate Species designation, National Technical Team report, and numerous scientific and technical reports) apply also to Preliminary General Habitats. Current BLM sage grouse protections (quarter-mile NSO and 2-mile TLS stipulations) have been shown by this new information to be inadequate to maintain this BLM Sensitive Species. In addition, Garton et al. (2015) performed a population persistence analysis that indicates a 65.3% chance that the sage grouse population will drop below 50 in the Wyoming Basin Management Zone (encompassing Lander and Bighorn Basin parcels) in 100 years. See Attachment 1. This population level equates to functional extinction for the largest remaining sage grouse population in the world, and BLM is required by its Sensitive Species policy to take all measures necessary to avoid this outcome, including withdrawing the sage grouse parcels in this sale.</p> | <p>The Sage-grouse leasing screen in Instructions Memorandum No. WY-2012-019 was followed. The listed parcels in the High Plains District were deferred, deferred in part, or recommended for lease sale. Please see EA pages 3-5.</p> |
| 33 | WG/RMW | <p>A large number of these PGH parcels are within the Casper and Newcastle Field Offices, which are part of the Powder River sage grouse population of northeast Wyoming. Due to the compounded effects of energy development and West Nile virus in the Buffalo Field Office, this population is considered to be one West Nile virus outbreak away from functional extinction, with the inadequacy of Core Area designations being a significant contributing factor according to BLM’s own population viability analysis (Taylor et al. 2012). Garton et al. (2015) found that there is a 98% chance that this sage grouse population will drop below an effective size of 50 breeding birds – deep in the extinction vortex – within 30 years. The inadequacy of proposed quarter-mile NSO buffers paired with 2-mile timing limitation stipulations, in place in current plans and proposed for the new RMPs in General Habitats, is well-known and well-established, and leads to extirpation of sage grouse populations when full-field oil and gas development occurs under these conditions (see, e.g., Holloran 2005, projecting extirpation of sage grouse in the Pinedale Anticline and Jonah Field). Given the inadequate spatial extent of Core Area designations for this population, scientifically valid and adequate sage grouse protections must be imposed in General Habitats as well in order to maintain the viability of this population and thus avoid violation of FLPMA undue degradation and nonimpairment standards as well as BLM’s Sensitive Species policy.</p> | <p>Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral.</p> |
| 34 | WG/RMW | <p>Parcels 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 35, 36, 37, 38, 39, 41, 43, 45, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 85, 86, 91, 92,</p> | <p>Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing</p> |

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| | | <p>93, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 115, 116, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137, 138, 139, 140, 142, 143, 144, and 145 are located within 4 miles of one or more active sage grouse leks based on our analysis. The lands within 4 miles of active leks are typically used for nesting, a sensitive life history period when sage grouse are sensitive to disturbance from oil and gas drilling and production activities. The current standard sage grouse stipulations that apply outside Core Areas are biologically inadequate, and their effectiveness has not been established by BLM. Indeed, scientific studies demonstrate that these mitigation measures fail to maintain sage grouse populations in the face of full-field development, 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 4-mile No Surface Occupancy stipulations around active leks. If these stipulations are implemented together with even stronger measures for Core and Connectivity Areas, the BLM could make a credible case that impacts from leasing would not result in significant impacts.</p> <p>Outside Core Areas, current sage grouse lease stipulations provide an NSO stipulation of ¼ mile around active sage grouse leks. This is a ridiculously inadequate amount of protection for the lekking grouse during the breeding period, nevermind for hens nesting on lands surrounding the lek. Studies have shown that the majority of hens nest within 3 miles of a lek, and that a 5.3-mile buffer would encompass almost all nesting birds in some cases. For Core Areas, the most scientifically supportable metric for NSO buffers would be 2 miles from the lek to protect breeding birds (after Holloran 2005, finding impacts from post-drilling production extend 1.9 miles from the wellsite) and 5.3 miles to protect nesting birds, with the understanding that the impacts of drilling and production activity would extend into the NSO buffer area from wells arrayed along its edge.</p> <p>Because leks sites are used traditionally year after year and represent selection for optimal breeding and nesting habitat, it is crucially important to protect the area surrounding lek sites from impacts. In his University of Wyoming dissertation on the impacts of oil and gas development on sage grouse, Matthew Holloran stated, “current development stipulations are inadequate to maintain greater sage grouse breeding populations in natural gas fields.” (Notably, these exact stipulations are being applied by BLM in this lease sale for non-Core Area sage grouse habitat parcels). The area within 2 or 3 miles of a sage grouse lek is crucial to both the breeding activities and nesting success of local sage grouse populations. Dr. Clait Braun, the world’s most eminent expert on sage grouse, has recommended NSO buffers of 3 miles from lek sites, based on the uncertainty of protecting sage grouse nesting habitat with smaller buffers. Thus, the prohibition of surface disturbance within 3 miles of a sage grouse lek is the absolute minimum starting point for sage grouse conservation.</p> <p>Other important findings on the negative impacts of oil and gas operations on sage</p> | <p>EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral.</p> |

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| | | <p>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.</p> <p>Wyoming Game and Fish Department biologists have reached a consensus that the Timing Limitation Stipulations proposed for sage grouse in this lease sale are ineffective in the face of standard oil and gas development practices. These stipulations have likewise been condemned as inadequate by the U.S. Fish and Wildlife Service and renowned sage grouse expert Dr. Clait Braun. The BLM itself has been forced to admit that “New information from monitoring and studies indicate that current RMP decisions/actions may move the species toward listing...conflicts with current BLM decision to implement BLM’s sensitive species policy” and “New information and science indicate 1985 RMP Decisions, as amended, may not be adequate for sage grouse.” Continued application of stipulations known to be ineffective in the face of strong evidence that they do not work, and continuing to drive the sage grouse toward ESA listing in violation of BLM Sensitive Species policy, is arbitrary and capricious and an abuse of discretion under the Administrative Procedures Act.</p> <p>The restrictions contained in IM No. WY-2012-019 come nowhere close to offering sufficient on-the-ground protection to sage grouse leks. Within Core Areas, the IM allows surface disturbing activity and surface occupancy just six tenths (0.6) of a mile from “the radius of the perimeter of occupied sage-grouse leks,”¹⁰ 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</p> | |

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| | | 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. | |
| 35 | WG/RMW | The vague stipulations included in BLM's Notice of Competitive Oil and Gas Lease Sale for particular parcels do little to clarify to the interested public or potential lessees what restrictions might actually apply to protect sage grouse populations. For example, for some parcels, BLM imposes a Timing Limitation Stipulation and a Controlled Surface Use Stipulation. Such acceptable plans for mitigation of anticipated impacts must be prepared prior to issuing the lease in order to give the public full opportunity to comment, and to abide by the Department of Interior's stated new policy to complete site-specific environmental review at the leasing stage, not the APD stage. Without site-specific review and opportunity for comment, neither the public nor potential lessees can clearly gauge how restrictive or lax "acceptable plans for mitigation" might be, and whether they comply with federal laws, regulations, and agency guidelines and policies. Thus, absent such review, the leases should not issue at all. | Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral. Resource management plans (RMP) consider the availability of public lands for oil and gas leasing. This leasing EA addresses how those nominated parcels will be stipulated in conformance with the RMPs. If an APD is received proposing to develop a lease parcel, site specific analysis of the impacts is conducted and impacts will be mitigated as determined necessary. |
| 36 | WG/RMW | 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. | Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral. Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns. |
| 37 | WG/RMW | 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 2015 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. | Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral. Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns. |
| 38 | WG/RMW | In 2010, the greater sage grouse became a Candidate Species under the Endangered | Pursuant to 40 CFR 1508.28 and 1502.21, the leasing EA tiers to |

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| | | <p>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 2015 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 decisionmaking. 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.</p> <p>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.</p> <p>Importantly, BLM makes no effort to analyze the environmental consequences of fluid mineral development on sage grouse on these parcels under the lease stipulations proposed for this sale. WRBB EA at 4-5. This is a NEPA 'hard look' violation. Likewise, there is no cumulative impacts analysis with regard to sage grouse. WRBB EA at 4-6. This also violates NEPA.</p> | <p>and incorporates by reference the information and analysis contained in the Land Use Plans.</p> <p>Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral.</p> <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns.</p> <p>The February 2016 Oil and Gas Lease Sale is an administrative action, as described in 43 CFR 3100. The act of leasing oil and gas in itself does not directly result in physical alteration to the land.</p> |
| 39 | WG/RMW | <p>Ungulate Crucial Habitats</p> <p>Parcels 75, 108, 109, 110, 111, 112, and 126 fall within mule deer crucial winter ranges and/or migration corridors. Parcels 74, 75, 78, 79, 81, 82, 83, 88, 89, 90, 98, 99, 100, 101, 105, 107, 108, 109, 110, 111, 112, 115, 116, 117, 118, 119, 120, 121, 122, 123, and 124 fall partially or entirely within antelope crucial winter ranges, migration corridors, and/or parturition areas. Parcels 95, 132, 140, and 141 fall within elk crucial winter ranges, migration corridors, and/or parturition areas. Parcel 141 falls within moose crucial ranges. 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 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.</p> <p>The crucial big game range portions of these parcels falling within the Cody, Worland, and Buffalo Field Offices need to be deferred due to pending completion of the pending RMP revisions to avoid foreclosing on reasonable alternatives including no leasing and NSO-only leasing on big game winter ranges, which need to be considered by BLM. It would be prudent for BLM not to commit these lands for a 10-year period during which</p> | <p>All parcels in the Buffalo Field Office have been deferred pending completion of the Buffalo RMP revision.</p> |

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| | | <p>the leaseholders would possess some right to explore and produce oil and gas on their leaseholds. A comprehensive analysis of the level of crucial winter range conservation necessary to maintain herd populations at or above targets needs to be undertaken; we urge BLM to defer such parcels until this analysis is complete, in order to avoid foreclosing on options for conservation.</p> | |
| 40 | WG/RMW | <p>In its April 2008 Decision on a challenge of the June 6, 2006 lease sale, the Interior Board of Land Appeals inquired into whether BLM had complied with the Memorandum of Understanding between BLM and the Wyoming Game and Fish Department in regarding lease parcels in big game crucial winter range and parturition areas. The BLM is required to have a rational basis for its decision to issue leases in crucial wildlife habitat, and that basis must be supported by the agency's compliance with applicable laws. While the Board held that failure of BLM to follow the directives contained in Instruction Memorandum No 2004-110 Change 1 was not, standing alone, proof of the violation of law or discretionary policy, it was probative of whether BLM had a rational basis for its decision. The Board found that the appeal record presented no evidence of compliance with the Memorandum of Understanding.</p> <p>We recommend against selling the lease parcels listed above because BLM has in cases where parcels are not deferred again failed to comply with the Memorandum of Understanding and therefore has not provided a rational basis for its decision to offer lease parcels in areas with big game crucial winter range and parturition areas. Until such time as BLM complies with the Memorandum of Understanding it has no rational basis for its decision and the decision is arbitrary and capricious. We request that the parcels be withdrawn from the upcoming lease sale.</p> | <p>The Wyoming Game and Fish Department (WGFD) as part of the State of Wyoming is a cooperator in all planning processes and decisions. They continue to be involved in these leasing processes as well. WGFD biologists participate in review of the lease parcels. The WGFD Headquarters Office in Cheyenne also has the opportunity to comment on the analysis.</p> |
| 41 | WG/RMW | <p>While WildEarth Guardians strongly recommends against the offering of any of these lease parcels for sale, at the minimum, all such parcels in big game crucial winter range and parturition areas should have No Surface Occupancy (NSO) stipulations applied to them. NSOs provide the only real protection for big game. Recent studies on the impacts of oil and gas development and production on big game in Wyoming show that the impacts have been huge. Not only have impacts to big game been significant, but they have occurred in spite of the application of winter timing limitations, demonstrating that these stipulations alone do not provide adequate protections for big game. The effectiveness of Timing Limitation Stipulations has been neither tested nor established by any other method by BLM, and the overall 30% decline of the Pinedale Mesa mule deer population while TLS stipulations were applied demonstrates their ineffectiveness.</p> <p>A further noteworthy factor is that timing limitations apply only during oil and gas development, not during the production phase. Once production begins, there are no stipulations in place for the protection of big game. It is therefore imperative that stipulations adequate to protect big game be applied at the leasing stage, not the APD stage. See Center for Native Ecosystems, IBLA 2003-352, November 22, 2006.</p> <p>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,</p> | <p>Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral.</p> <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns.</p> <p>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. The BLM coordinates with</p> |

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| | | <p>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.</p> <p>Just as important, traditional stipulations do not limit operational and production aspects of oil and gas development. See, for example, Jack Morrow Hills CAP EIS at A5-3. Obviously, if the stipulation does not reserve authority to BLM at the leasing stage, BLM must allow development despite severe impacts to winter ranges and big game, except for being able to require very limited "reasonable measures." These reasonable measures cannot be nearly broad enough to ensure crucial winter ranges and parturition areas are protected at the operation and production stage. See 43 CFR 3101.1-2.</p> | <p>the WGFD in the review of all APDs in big game crucial winter range, and considers "best practices" necessary to mitigate any potential negative impacts, in accordance with our MOU. The public, as well, is encouraged to participate in this process.</p> |
| 42 | WG/RMW | <p>The Wyoming Game and Fish Commission (WG&F) has a formal policy relative to disturbance of crucial habitats, including crucial winter ranges. Crucial habitat is habitat "which is the determining factor in a population's ability to maintain and reproduce itself . . . over the long term." Id. at 7. WG&F further describes big game crucial winter ranges as vital habitats. Vital habitats are those which directly limit a community, population, or subpopulation (of species), and restoration or replacement of these habitats may not be possible. The WG&F has stated that there should be "no loss of habitat function" in these vital/crucial habitats, and although some modification may be allowed, habitat function, such as the location, essential features, and species supported must remain unchanged. Mitigation Policy at 5.</p> <p>Furthermore, Wyoming Game and Fish released the recommended minimum standards to sustain wildlife in areas affected by oil and gas development. Their policy recognized the ineffectiveness of winter range stipulations standing alone as currently applied. Mitigation Policy at 6. In all cases, Wyoming's new mitigation policy recommends going beyond just the winter drilling timing limitations, which BLM currently applies to lease parcels on crucial winter range. In addition to the winter timing limitations, the Mitigation Policy includes a suite of additional standard management practices. Mitigation Policy at 9-11, 52-58. These additional management practices include planning to regulate the pattern and rate of development, phased development, and cluster development, among many other provisions. Mitigation Policy at 52.</p> <p>Clearly, the timing limitation stipulation applicable to the Crucial Winter Range Parcels is not in compliance with the State of Wyoming's policies and plans regarding the protection of wildlife. The timing stipulation, standing alone, does not ensure protection of habitat function. There is absolutely no guarantee, or even the remote likelihood that</p> | <p>The Wyoming Game and Fish Department (WGFD) as part of the State of Wyoming is a cooperator in all planning processes and decisions. They continue to be involved in these leasing processes as well. WGFD biologists participate in review of the lease parcels. The WGFD Headquarters Office in Cheyenne also has the opportunity to comment on the analysis.</p> <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns.</p> |

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| | | <p>the location, essential features, and species supported on the crucial winter range will remain “unchanged.”</p> <p>Scientific literature makes it clear that there will be loss of function if significant exploration and development occurs on the leaseholds. In prior Protests the parties have 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.</p> | |
| 43 | WG/RMW | <p>The findings in the scientific and popular literature have been confirmed in recent BLM NEPA documents. The Green River EIS/RMP/ROD is replete with documentation of the importance of crucial winter ranges, and their ongoing loss, despite the stipulation required by BLM. Green River EIS/RMP at 347-349. (“Probably the single most important factor affecting antelope populations are weather,” at 438-441.) (“ . . . oil and gas development in Nitchie Draw causing forage loss and habitat displacement;” “Displaced wildlife move to less desirable habitat where animals may be more adversely stressed . . .;” “Long-term maintenance and operations activities in crucial wildlife habitats would continue to cause displacement of wildlife from crucial habitats, including . . . crucial big game winter habitats;” “Surface disturbing activities would continue to cause long-term loss of wildlife habitat,” etc.) The Jack Morrow Hills EIS also documents the importance of crucial winter ranges, particularly to elk, and the sensitivity of wildlife on winter ranges not only to drilling during the winter period, but also due to ongoing displacement and disturbance of wildlife from oil and gas development. Jack Morrow Hills EIS at 4-61 to 4-64, 4-80 to 4-88. The Rawlins 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.</p> | No response needed. |
| 44 | WG/RMW | <p>Given this evidence and the simple fact that each well pad converts 3-5 acres of crucial winter range to bare ground for extended periods of time, there is no rational basis for BLM to claim that it meets Wyoming’s mitigation policy. It is impossible for crucial winter ranges to remain “unchanged” in terms of the location, essential features, and species supported, even if drilling does not take place during the timing stipulations. What is worse, however, is the fact that drilling does take place during the timing stipulations when they are waived, as they frequently are. Crucial winter ranges will clearly not remain “unchanged” because BLM has not retained the authority to condition well operations (lasting for decades) at the leasing stage.</p> | <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns.</p> |
| 45 | WG/RMW | <p>The Federal Land Policy and Management Act (FLPMA) requires BLM to “coordinate the land use inventory, planning, and management activities of [public lands] with the land use planning and management programs of . . . the States and local governments . . .</p> | No response needed. |

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| | | <p>by, among other things, considering the policies of approved State and tribal resource management programs.” 43 USC 1712I(9) (emphasis added). BLM must give special attention to “officially approved and adopted resource related plans.” 43 CFR 1601.0-5(g). BLM must remain apprised of State land use plans, assure they are considered, and resolve to the extent practical, inconsistencies between state and federal plans. 43 USC 1712I(9).</p> | |
| 46 | WG/RMW | <p>There is no indication that BLM’s winter timing stipulation is based on consideration of Wyoming’s 1998 Mitigation Policy, or its new programmatic standards policy. It is apparent there has been no attempt to resolve inconsistencies between what BLM’s stipulation provides and what Wyoming’s mitigation policy requires. There are certainly inconsistencies. BLM’s timing stipulation attempts to prohibit drilling during limited periods, yet this prohibition is frequently waived. Indeed, quite recently the WG&F asked BLM in Wyoming not to grant any waivers of stipulations last winter due to the lack of quality forage for big game in their winter range and the anticipated impacts that year-round drilling will have on big game under those conditions. BLM has refused to accede to this request and has proceeded to grant waivers and exceptions. Wyoming’s mitigation policy specifically seeks to fill gaps left by the timing stipulation, by requiring a number of standard management practices on crucial winter ranges in all cases. These recommendations are standing policy which WG&F expects to be applied in every instance of leasing in crucial winter range.</p> | <p>Oil and gas stipulations have been developed for the approved RMPs, and their applicability is being evaluated in the leasing EA. The BLM is not considering development of new lease stipulations for the parcels not anticipated for deferral.</p> <p>The Wyoming Game and Fish Department (WGFD) as part of the State of Wyoming is a cooperator in all planning processes and decisions. They continue to be involved in these leasing processes as well. WGFD biologists participate in review of the lease parcels. The WGFD Headquarters Office in Cheyenne also has the opportunity to comment on the analysis.</p> |
| 47 | WG/RMW | <p>These inconsistencies are even more glaring when one considers the fact that BLM’s timing stipulation does not regulate the production phase. Until BLM considers and attempts to resolve these inconsistencies, it cannot allow the sale of the Crucial Winter Range Parcels to go forward. To do so would be a violation of NEPA.</p> <p>Furthermore, timing stipulations attached to the Crucial Winter Range Parcels are inconsistent with the policy of the BLM Wyoming State Office, as enunciated in the Revised Umbrella Memorandum of Understanding (MOU) between BLM and Wyoming Game and Fish Department.</p> <p>The various requirements in the WG&F minimum programmatic standards for oil and gas development establish “sideboards” as to what actions need to be taken to prevent unnecessary or undue degradation. BLM has not considered these standards from the perspective of its FLPMA-imposed requirement to prevent unnecessary or undue degradation. BLM is not meeting its duty to take “any” action that is necessary to prevent unnecessary or undue degradation. 43 USC 1732(b). Once again, this failure is most apparent where application of the winter timing stipulation does not even regulate ongoing operations such as production. BLM has an independent duty under FLPMA to take any action necessary to prevent unnecessary or undue degradation, in addition to its NEPA duty to coordinate its activities with the State of Wyoming and comply with the MOU. Since BLM has given up its ability to require restrictions in the future by not imposing sufficient stipulations at the leasing stage, the effect of this failure to require adequate restrictions at the leasing stage violates FLPMA by permitting unnecessary or undue degradation when oil and gas development commences.</p> | <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns.</p> <p>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. The BLM coordinates with the WGFD in the review of all APDs in big game crucial winter range, and considers “best practices” necessary to mitigate any potential negative impacts, in accordance with our MOU. The public, as well, is encouraged to participate in this process.</p> <p>The WGFD as part of the State of Wyoming is a cooperator in all planning processes and decisions. They continue to be involved in these leasing processes as well. WGFD biologists participate in the review of the lease parcels. The WGFD Headquarters Office</p> |

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| | | <p>The parties also recommend against the sale of the Crucial Winter Range Parcels on the basis that their sale would cause unnecessary or undue degradation of public lands. “In managing the public lands the [Secretary of Interior] shall, by regulation or otherwise, take any action necessary to prevent unnecessary or undue degradation of the lands.” 43 U.S.C. § 1732(b) (emphasis added). BLM’s obligation to prevent unnecessary or undue degradation is not discretionary; it is mandatory. “The court finds that in enacting FLPMA, Congress’s intent was clear: Interior is to prevent, not only unnecessary degradation, but also degradation that, while necessary . . . is undue or excessive.” Mineral Policy Center v. Norton, 292 F.Supp.2d 30, 43 (D.D.C. 2003) (emphasis added). The BLM has a statutory obligation to demonstrate that leasing will not result in unnecessary or undue degradation.</p> | <p>in Cheyenne also has the opportunity to comment on the analysis.</p> |
| 48 | WG/RMW | <p>Conclusion</p> <p>Thank you for considering our comments on the February 2016 Leasing EAs. 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.</p> | <p>No response needed.</p> |
| 49 | National Park Service, Devils Tower National Monument (NPS) | <p>Devils Tower National Monument, National Park Service, has reviewed the subject Environmental Assessment (EA). We appreciate receiving a notification by email that this EA is open for public review and comment.</p> | <p>No response needed.</p> |
| 50 | NPS | <p>Several of the 52 parcels evaluated under Alternative B, Proposed Action, or the 59 parcels evaluated under Alternative C, Offer All Parcels for Sale, are located within 10-50 miles of Devils Tower National Monument. The NPS is concerned with potential impacts from the implementation of operations subsequent to leasing these parcels on the air quality, dark night skies, viewsheds, and other important resources of park lands. Many resource issues associated with oil and gas development are cumulative in nature, and projects that may not have an adverse impact when evaluated on an individual lease sale or individual parcel basis could, in aggregate, cause significant cumulative impacts.</p> | <p>Issuance of an oil and gas lease does not authorize operations on the lease. The possibility or nature of lease development operations cannot be reasonably determined at the leasing stage, nor can impacts realistically be analyzed in more detail at this time. If a lease is issued and development proposed, additional permits will be submitted to the BLM and analyzed in a site specific NEPA document, which will address resource concerns.</p> |
| 51 | NPS | <p>Given the new level of fluid mineral interest in this region, and significant changes in drilling technology that have occurred since the 2000 Newcastle Field Office (FO) Resource Management Plan (RMP) was developed, we are concerned that previous assumptions regarding the Reasonably Foreseeable Development (RFD) scenario may be outdated, and that the RMP and associated environmental analysis may not adequately address cumulative effects.</p> | <p>The Newcastle Resource Management Plan (RMP) was approved on March 25, 2000, with issuance of the Record of Decision (ROD). It continues as a valid and viable land use plan, allocating resources and land uses on the public lands, including Federal mineral resources, within the management area. According to the Newcastle RMP/ROD, page 12, “Management Actions: Federal oil and gas leases will be issued with appropriate stipulations for protection of other resource values.”</p> |

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| | | | <p>The RFD presents a development scenario for oil and gas, and estimates future activity. The primary areas of consideration, leasing, seismic activity, oil and gas drilling operations and oil and gas production, are in line with recent and current activity levels. Approximately 854,297 acres of the 2,119,099 acres of Federal mineral estate in the Newcastle Field Office, about 40%, are currently leased. This is below the RFD which estimated an average of 1.0 to 1.5 million acres under lease (Appendix I at page 244). Between 2009 and 2014, the Newcastle Field Office processed 6 seismic Notice of Intent (NOI) and 225 Applications for Permit to Drill (APD), averaging 1 NOI and 38 APDs per year, also well within the estimates and assumptions in the RFD.</p> <p>The Newcastle RMP provides for oil and gas leasing while maintaining other resource values. The RMP objectives and management actions recognize surface disturbing activities and disruptive activities are associated with all types of mineral exploration and development, but condition those activities by applying appropriate lease stipulations to protect other resource values. The Newcastle RMP provides for oil and gas leasing as appropriately mitigated and as anticipated in the RFD.</p> <p>A resource management plan may be changed through amendment (or revision) if there is a need to consider monitoring and evaluation findings, new data, new or revised policy, a change in circumstances or a proposed action that may result in a change in the scope of resource uses or a change in the terms, conditions and decisions of the approved plan (43 CFR 1610.5-5). The Field Manager, in consultation with the State Director, is responsible for monitoring and evaluation of the RMP to determine the effectiveness of management actions and decisions, and to determine if the objectives of the RMP are being met. Other than the potential ESA listing of the Greater Sage-grouse, the Newcastle Field Manager has not currently identified any conditions that warrant an amendment (or revision) of the RMP as it pertains to oil and gas leasing within the Newcastle Field Office.</p> |
| 52 | NPS | In light of the uncertainty regarding levels of development and the potential for cumulative impacts, I would suggest that BLM determine whether it is still appropriate to continue leasing under the existing Newcastle FO RMP and its associated resource protection measures, or whether new measures are necessary. If a more substantial analysis regarding the severity of resource impacts, including those affecting air quality, visual resources, and night skies is necessary, then the BLM may need to consider completing a Master Leasing Plan (MLP), and/or revising or amending the 2000 RMP. | Master Leasing Plans (MLP) were examined by the BLM in 2010 and none of the HPD was found to meet all of the applicable criteria. In addition, each field office completes a MLP screen of each lease sale parcel and none were found to meet the criteria. |
| 53 | NPS | As described in Section 2.4-Alternative B, Proposed Action, the Buffalo Field Office | Deferral of nominated parcels in the Buffalo Field Office is |

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| | | <p>(FO) recommended deferring all nominated parcels within the FO boundaries that had not previously deferred. Under the proposed action, these parcels would be deferred until the Buffalo FO Resource Management Plan (RMP) revision is complete.</p> <p>Similarly, nominated parcels within the Newcastle FO boundaries could be deferred until additional environmental analysis is completed to examine cumulative effects. This recommendation is consistent with BLM Leasing Reform Policy outlined in Instruction Memorandum No. 2010-117 (IM 2010-117). Specifically, I believe the requirements in section I.A of IM 117 are applicable to High Plains District leasing decision:</p> <p><i>"...state and field offices will examine resource management decisions to determine whether the RMPs adequately protect important resource values in light of changing circumstances, updated policies, and new information (H-1601-1, section V. A, B)." (IM 2010-117, I.A)</i></p> <p>Section I.A further recommends:</p> <p><i>"In some cases state and field office staff may determine that the public interest would be better served by further analysis and planning prior to making any decision whether or not to lease." (IM 2010-117, I.A)</i></p> <p>Section 11.C.2 further clarifies that field offices will:</p> <p><i>"evaluate whether oil and gas management decisions identified in the RMP (including lease stipulations) are still appropriate and provide adequate protection of resource values."</i></p> | <p>predicated on substantial differences between stipulations in the current RMP and those anticipated in the pending RMP revision, and in light of the prohibitions on taking action while an EIS is being prepared.</p> <p>The Newcastle Resource Management Plan (RMP) was approved on March 25, 2000, with issuance of the Record of Decision (ROD). It continues as a valid and viable land use plan, allocating resources and land uses on the public lands, including Federal mineral resources, within the management area. According to the Newcastle RMP/ROD, page 12, "Management Actions: Federal oil and gas leases will be issued with appropriate stipulations for protection of other resource values."</p> <p>The Newcastle RMP provides for oil and gas leasing while maintaining other resource values. The RMP objectives and management actions recognize surface disturbing activities and disruptive activities are associated with all types of mineral exploration and development, but condition those activities by applying appropriate lease stipulations to protect other resource values. The Newcastle RMP provides for oil and gas leasing as appropriately mitigated and as anticipated in the RFD.</p> |
| 54 | NPS | <p>Additionally, I am concerned that once a parcel is leased, BLM's ability to implement stringent mitigations (defined in BLM planning policy as "major or moderate constraints") potentially necessary to protect parks may be hindered if the planning record did not adequately support the need for such measures through appropriate stipulations, including modification, waiver and exemption criteria. This is because "major constraints" may be deemed inconsistent with the lease rights granted as defined in 43 C.F.R. § 3101.1- 2 Surface Use Rights.</p> | <p>Please refer to our response in No. 50, above.</p> <p>Offering these lands for oil and gas leasing is in conformance with the approved RMP for the Newcastle Field Office. Offering these parcels for lease at the February 2016 Lease Sale does not limit the BLM's ability to ensure that the necessary environmental protection measures are considered if they are successfully bid upon, the leases issued, and should development eventually be permitted on these parcels.</p> |
| 55 | NPS | <p>It is understood that the BLM cannot determine at this stage in the process whether or not nominated parcels will be leased, and what exploration or development activities might take place on any leased parcels. Due to the lack of concrete proposals at the lease nomination stage, additional NEPA analysis will be required at the development stage to analyze project-specific impacts. Once parcels are leased, however, the BLM may have difficulty imposing restrictions or mitigations during the APO stage since these restrictions were not disclosed at the time of sale. I therefore recommend that adequate NEPA analysis be completed for oil and gas development before the parcels are leased.</p> <p>Thank you for the opportunity to review this EA, and to make recommendations</p> | <p>Please refer to our response in No. 50, above.</p> <p>Offering these lands for oil and gas leasing is in conformance with the approved RMP for the Newcastle Field Office. Offering these parcels for lease sale does not limit the BLM's ability to ensure that the necessary environmental protection measures are considered if they are successfully bid upon, the leases issued, and should development eventually be permitted on these parcels.</p> |

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| 56 | WildEarth Guardians (WG) | <p>regarding the proposed lease sale.</p> <p>The following are the comments of WildEarth Guardians' Climate and Energy Program on the Environmental Assessments ("EAs") for the Bureau of Land Management ("BLM") Wind River/Bighorn Basin ("WRBB") and High Plains ("HP") Districts February 2016 oil and gas lease sales. Please provide notice to me at tream@wildearthguardians.org when further action, including but not limited to issuance of a finding of no significant impact, is taken on this lease sale. Please also provide notice when any period for a formal protest or pre--- decisional objection is set.</p> <p>In the future, BLM Wyoming should publish the address to which comments must be sent in the same location it publishes the EAs. The public should not have to search for Federal Register or newspaper notices to discover where BLM requires comments to be sent. The appropriate addresses belong on the BLM website in the same location where the EAs can be accessed. I was only able to identify the proper addresses for sending comments after calling BLM Wyoming and being sent links to press releases. One would not generally think to search press releases when looking for NEPA comment addresses. In the absence of any clearly stated address connected to the EAs themselves, BLM Wyoming conveys the impression that it is uninterested in what the public has to say about the public environmental review it is engaged in. It creates the impression BLM is only interested in pushing through lease sales regardless of the consequences to the human environment.</p> <p>This may be because, for many years, the Bureau of Land Management ("BLM") Wyoming has prioritized coal, oil and gas leasing and related development over all other uses, such as wildlife, watersheds, and public recreation. The error of this approach is increasingly obvious. In these EAs and throughout the agency's work, BLM fails to recognize that already existing federal coal, oil, and gas leases, if fully developed, will result in climate emissions that far exceed a safe and livable global temperature rise and will render our oceans too acidic for much existing marine life. With every new set of leases, like the ones proposed, BLM further breaks the global carbon budget, signals that other countries can behave just as irresponsibly, and increases the intensity of current and future catastrophic climate impacts. See The Potential Greenhouse Gas Emissions of U.S. Federal Fossil Fuels, Ecoshyft (August 2015) Ex 1.</p> <p>As detailed below, the problems with these proposed lease sales and their National Environmental Policy Act ("NEPA") EAs, especially in regard to climate impacts, are so pervasive that BLM should scrap the entire effort and adopt the no action alternatives. In any case, it is clear that these NEPA analyses are so inadequate they cannot support project approvals without supplemental analyses.</p> | <p>BLM Wyoming's Oil And Gas Leasing Reform Implementation Plan (Plan) became effective with the May 2011 lease sale. This plan established a process for ensuring orderly, effective and timely implementation of Oil and Gas Leasing Reform for Wyoming BLM, to comply with WO-IM 2010-117. This implementation process conforms with law and regulation requiring four lease sales per year, while providing for a clear, consistent leasing process designed to protect multiple resource values.</p> <p>Part of the Plan is a mandatory 30-day public comment period for EAs and an unsigned Finding of No Significant Impact (FONSI) for oil and gas leasing, before forwarding the leasing recommendation to the BLM Wyoming State Office. This information is posted on the BLM Wyoming website.</p> <p>BLM Wyoming holds lease sales four times per year, as required by the Mineral Leasing Act, section 226(b)(1)(A), and 43 CFR 3120.1-2(a), when eligible lands are determined to be available for leasing. BLM Wyoming developed a sale schedule with the emphasis on rotating lease parcel review responsibilities among field offices/district offices throughout the year to balance the workload and to allow each field office/district office sufficient time to implement the parcel review policy established in H-1624-1. The Wyoming district sales rotation will be as follows: nominations for each District are processed twice a year, with the Wind River/Bighorn Basin District and the High Plains District in February and August, and the High Desert District in May and November.</p> <p>A press release is issued to news outlets and is posted on the BLM Wyoming Oil and Gas website, identifying the 30 day posting period, as well as where and how to submit comments. A link on that website has contact information regarding questions the public may have regarding leasing, including commenting on the leasing EAs. Another link is for the Nomination & Lease Sale Schedule.</p> <p>The BLM Wyoming website NEPA link outlines the procedure for public involvement and comment in the NEPA process. http://www.blm.gov/wy/st/en/info/NEPA.html</p> <p>In reviewing the BLM Wyoming oil and gas website, WildEarth Guardians (WG) has been submitting comment letters, and</p> |

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| | | | <p>protests, for the lease sales beginning with February 2014 and continuing through February 2016 (nine leasing EAs), which would lead to a conclusion that WG has the information to submit comments.</p> <p>For more information about oil and gas and leasing and the leasing EAs, please visit the BLM Wyoming website at: http://www.blm.gov/wy/st/en/programs/energy/Oil_and_Gas.html</p> |
| 57 | WG | <p>BLM Fails to Follow the Council on Environmental Quality Guidance on Climate Change and NEPA</p> <p>BLM Wyoming has had plenty of time since the December 2014 release of the Council on Environmental Quality’s (“CEQ”) “Revised Draft Guidance for Greenhouse Gas Emissions and Climate Change Impacts” (“CEQ Guidance”) to review and to incorporate its recommendations. Ex. 2. Despite the intervening months, BLM Wyoming continues to ignore most of the requirements set forth in the guidance. That such behavior is widespread in Wyoming and throughout BLM’s oil and gas program suggests a failure of leadership at the highest levels of the Department and the Administration.</p> <p>A programmatic EIS is necessary</p> <p>Put simply, BLM is failing to describe or to analyze climate impacts from its oil and gas program. The repeated pattern and practice of such failure suggests that only a programmatic analysis at the national level can address this shortcoming. In fact, a programmatic analysis is exactly what the DEQ Guidance calls for. The Guidance suggests that for “long---range energy” actions, “it would be useful and efficient to provide an aggregate analysis of [greenhouse gas] emissions or climate change effects in a programmatic analysis and then incorporate by reference that analysis into future NEPA review.” CEQ Guidance at 29. The lack of climate analysis in the long---range energy EAs in question demonstrates that the Wyoming office, along with other state offices as demonstrated in other recent oil and gas leasing EAs, is incapable or unwilling to undertake adequate review of greenhouse gas (“GHG”) emissions or climate change effects. This is exactly why the CEQ Guidance is correct in calling for programmatic analysis of climate emissions and effects for programs like the BLM oil and gas leasing program. In fact, when listing examples of “site---specific actions that can benefit from a programmatic NEPA review,” authorizing leases for oil and gas drilling is specifically mentioned. CEQ Guidance at 30. Thus, the CEQ Guidance creates an expectation that BLM would undertake a programmatic EIS of its oil and gas program.</p> <p>Where an agency has chosen to ignore programmatic analysis in favor of site---specific climate analysis, it is required to “set forth a reasoned explanation” for that failure. CEQ Guidance at 4. BLM has not done so in these EAs, claiming only that since emissions cannot be estimated with certainty, it will not even try. Absent such programmatic analysis, BLM is still required to adequately analyze climate impacts and to “apply fundamental NEPA principles to the analysis of climate change through assessing GHG</p> | <p>The February 2016 Oil and Gas Lease Sale is an administrative leasing action. The act of leasing land for oil and gas development in itself does not directly emit any carbon or greenhouse gasses.</p> <p>A discussion of Air Quality and Climate Change has been addressed in the EA in Section 3.3.1.</p> <p>Land Use Plans or Resource Management Plans (RMP) consider the availability of public lands for oil and gas leasing. This leasing EA addresses how those nominated parcels will be stipulated in conformance with the RMPs. If an Application for Permit to Drill is received proposing to develop a lease parcel, site specific analysis of the impacts is conducted and impacts will be mitigated as determined necessary.</p> <p>Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis. 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. Additional NEPA compliance documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p> <p>The BLM also has acknowledged that climate science does not allow a precise connection between project-specific GHG emissions and specific environmental effects of climate change. This approach is consistent with the approach that federal courts have upheld when considering NEPA challenges to BLM federal coal leasing decisions. <i>WildEarth Guardians v. Jewell</i>, 738 F.3d 298, 309 n.5 (D.C. Cir. 2013) <i>WildEarth Guardians v. BLM</i>, 8 F. Supp. 3d 17; 34 (D.D.C. 2014).</p> <p>The BLM’s policies currently do not require calculating emissions of greenhouse gases, particularly when the land use activities that could result in greenhouse gas emissions are</p> |

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| | | <p>emissions” as per the Guidance and the law itself. CEQ Guidance at 30. The failures to apply fundamental NEPA principles in analyzing climate emissions and effects in these leasing EAs are manifold.</p> <p>BLM does not have the discretion to ignore existing information and tools and simply wave away emissions as insignificant</p> <p>The touchstone of any NEPA analysis is to take a hard look at impacts and provide useful information to decisionmakers and the public; the analysis of climate impacts is no different. CEQ Guidance at 2. Such analysis does not require the development of new information or tools for analysis, but does require that existing information and tools are applied appropriately. CEQ Guidance at 4. BLM should heed CEQ’s advice that providing climate change analysis will not only satisfy the critically important mandates of NEPA, but will also reduce the risk of litigation. CEQ Guidance at 2.</p> <p>It is true that agencies have discretion in how to apply available information and tools, but the depth of this discretion is a function of the agency’s “expertise and experience” with climate change and its impacts. CEQ Guidance at 5. It is clear that such experience and expertise is largely absent in state BLM offices, including the Wyoming Office, which until recently have had serious problems even admitting that climate change exists, let alone adequately describing it with up-to-date science. Given this lack of experience and expertise, agency discretion to ignore the CEQ Guidance is at its low ebb, especially at the state office level, again suggesting that the need for national programmatic analysis of the BLM oil and gas leasing program. To address its lack of experience and expertise with climate analysis, it is not unusual, including in these two EAs, to find state offices relying on outdated and inapplicable boilerplate text to cover the gaps in analysis. “It is essential, however, that Federal agencies not rely on boilerplate text to avoid meaningful analysis, including consideration of alternatives or mitigation.” CEQ Guidance at 5-6. Unfortunately, that is exactly what has happened in the EAs in question.</p> <p>In one glaring example, included in both current and past Wyoming oil and gas lease sale EAs, BLM simply makes rote claims that climate impacts are insignificant due to the large volume of GHGs emitted elsewhere. See, e.g., WR EA at 4-5 - 4-6. These assertions are made with little or no qualitative or quantitative analysis. This directly contradicts the CEQ Guidance. “[P]roviding a paragraph that simply asserts, without qualitative or quantitative assessment, that the emissions from a particular proposed action represent only a small fraction of local, national, or international emissions or are otherwise immaterial is not helpful to the decisionmaker or public.” CEQ Guidance at 6. This is because climate change happens by “a series of smaller decisions,” incrementally, in this case, well by well, lease by lease. CEQ Guidance at 9, citing <i>Massachusetts v. EPA</i>, 549 U.S. 497, 523-25 (2007). Such statements, as the one BLM Wyoming made in the WR EA, do not “reveal anything beyond the nature of the climate challenge itself.” CEQ guidance at 9. CEQ has made crystal clear, this lack of analysis fails to meet the mandates of NEPA.</p> | <p>speculative or uncertain, as is the case here.</p> |

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| | | <p>Actual emissions, including from oil and gas use, must be analyzed for lease sales</p> <p>The core of any climate change NEPA analysis is an actual analysis of emissions. BLM fails here to provide one. Actual estimates of emissions are required even when they are uncertain and can at best be “projected.” CEQ guidance at 8. When an agency ignores this guidance and does not choose to project emissions, “the agency should document the rationale for that determination.” CEQ Guidance at 10. Here, BLM Wyoming has failed to estimate emissions and failed to document its rationale for that failure, beyond its claim that to do so would be difficult and uncertain. This is not enough. All estimates of future project emissions are speculative, but nonetheless required by NEPA whenever reasonably foreseeable. To estimate emissions here would not be difficult and has and is being done other BLM offices.</p> <p>BLM seems to think that fossil fuel leasing is a special example that absolves it of this requirement to estimate emissions. CEQ, however, makes a specific point, to state that such estimates are required when leasing fossil fuels. For example, the “development of a coal resource” requires an estimate of resulting emissions. CEQ Guidance at 12. Moreover, not just emissions, but the long---term climate effects of such an action must be analyzed to fulfill NEPA’s mandate. CEQ Guidance at 12.</p> <p>Please note, the Guidance is applicable to site---specific actions, like an individual lease, but also to “Federal land and resource management decisions,” like resource management plans. CEQ guidance at 8. Thus, GHG emissions and climate impacts should be analyzed in a Resource Management Plan, which was not done here, at the oil and gas leasing stage, which was not done here, and, at the application for permit to drill stage, which, as shown below, is not being done by BLM Wyoming either. Put simply, NEPA analysis is required for all proposed Federal actions, 40 CFR § 1508.18, and the analysis of climate impacts is no different, CEQ Guidance at 8.</p> <p>Further, such effects are not limited, as BLM supposes, only to the climate pollution that results from construction and production of fossil fuels. The “reasonably foreseeable effects” on our climate that must be analyzed under NEPA include those that come from “using the resource.” CEQ guidance at 12. Downstream emissions should be accounted for in NEPA analysis. CEQ Guidance at 11. Thus, the analysis of emissions from the burning of oil and gas must be included oil and gas leasing EAs, which was not done here.</p> <p>There is a presumption that climate emissions are quantitatively analyzed; if BLM chooses to do otherwise, it must “explain its basis for doing so.” CEQ guidance at 16. One basis for providing no more than a qualitative analysis is that the tools and information for producing quantitative analysis are not available. CEQ Guidance at 15. If, however, such tools and information are available, BLM “should conduct and disclose quantitative estimates of GHG emissions.” CEQ Guidance at 15. Again, such emissions estimates must include those from fossil fuel combustion. CEQ Guidance at 15.</p> | |

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| | | <p>Here, it is clear that BLM has the tools and information to estimate project emissions. For years, BLM state offices have estimated fossil fuel production from lease sales so that they could tout the economic impacts of the proposed projects. See, e.g., Ex. 3 – Utah BLM May 2015 Oil and Gas Lease Sale Environmental Assessment (December 2014) at 30---31. The U.S. Forest Service is also capable of estimating emissions from a BLM lease sale. See, e.g., Ex. 4 – Pawnee National Grassland Oil and Gas Leasing Analysis Draft Environmental Impact Statement (August 2014) at 277---87. Once BLM has an estimate of possible fossil fuels produced from a project, it is quite simple to calculate the climate emissions that will result from the combustion of those fuels. Likewise, BLM has the information to estimate construction and production emissions and can easily apply the existing and widely known scientific literature to estimate methane releases. If uncertainty must be handled by presenting a range of possible estimates, that is an acceptable practice under NEPA. The EAs in question here do not utilize these available tools and information to estimate emissions, in clear contradiction to CEQ’s Guidance.</p> <p>Please note, although the CEQ Guidance suggests agencies’ should apply a rule of reason when determining the level of effort expended in analyzing GHG emissions, this is not a justification for avoiding a quantitative analysis for the projects in question. First, as noted above, “[i]f tools or methodologies are available, . . . agencies should conduct and disclose quantitative emissions.” CEQ Guidance at 15. Second, the rule of reason means “reasonably proportionate to the importance of climate change related considerations to the agency action being evaluated.” CEQ Guidance at 14. Climate emissions from the BLM oil and gas leasing program have never been evaluated at the programmatic, resource management plan, leasing, or applications for permit to drill levels. Onshore fossil fuels other than coal are currently responsible for a whopping 19% of federal leasing emissions. Ex. 5 --- Cutting Greenhouse Gas From Fossil---Fuel Extraction on Federal Lands and Waters (CAP Report), Center for American Progress (March 19, 2015) at 4. That represents approximate 6% of all energy---related emissions in the U.S. See CAP Report at 1 noting total federal lands and waters energy related emissions at 24% and multiplying by 19%. This is a huge and nationally important volume of emissions that has never been analyzed under NEPA in any fashion. Until BLM completes a quantitative analysis of emissions of its oil and gas leasing program at the programmatic level, there can be no doubt that emissions from individual federal lease sales warrant a quantitative estimate.</p> <p>Finally, the rule of reason still demands that BLM “ensure the professional and scientific integrity of [its] decisions and analysis.” CEQ Guidance at 14, citing 40 CFR § 1502.24. BLM offices, including BLM Wyoming, earlier this year were still denying the basic conclusions of climate science and still to this day cannot always admit of basic climate science conclusions. Any such office has sacrificed any appearance of professional and scientific integrity if it follows earlier climate denial by now refusing to estimate the carbon emissions of its projects. For each of these three reasons, the CEQ Guidance makes clear that the rule of reason provides no rationale for avoiding a quantitative</p> | |

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| | | <p>estimate of emissions for the projects in question.</p> <p>Estimates of climate emissions need to be put in context and the social cost of carbon is an appropriate tool for doing so.</p> <p>An estimate of emissions presented, without any context, means little to decisionmakers or the public. A ton or a gigaton of carbon dioxide equivalent (“CO₂e”) is no more than meaningless gibberish to all but those most deeply steeped in climate science. Thankfully, a simple tool that contextualizes emissions by translating tons of carbon into estimates of the costs to society of emitting that carbon is readily available. This social cost of carbon (“SCC”) evaluation tool is discussed in more depth in later sections.</p> <p>BLM Wyoming has suggested various reasons why the SCC is not an appropriate tool for contextualizing climate emissions. The CEQ Guidance recognizes that SCC estimates “vary over time, are associated with different discount rates and risks, and are intended to be updated as scientific and economic understanding improves.” CEQ Guidance at 16. These shortcomings, however, do not disqualify the methodology from use under NEPA or otherwise render it useless. <i>Id.</i> The CEQ Guidance discusses SCC solely in terms of cost-- benefit analyses. <i>Id.</i> This discussion does not, however, in any way suggest that the SCC is an inappropriate tool for other aspects of NEPA analysis.</p> <p>These comments do not call for a cost--benefit analysis. Instead, we merely contend that once emissions estimates for a project exist, it is a simple calculation to cast those emissions estimates in terms of the costs to society from resulting climate change. Failure to do so is a failure to provide decisionmakers and the public with a critical context for understanding the importance of a particular amount of climate emissions.</p> <p>In summary, the CEQ Guidance provides a meaningful roadmap for a BLM office like BLM Wyoming that is clearly struggling with its ability to present meaningful analysis of the climate impacts of its fossil fuel projects. Unfortunately, BLM Wyoming, whether willfully or by ignorance, has failed to employ nearly every relevant point presented by CEQ. This alone renders the EAs inadequate to meet the requirements of NEPA.</p> | |
| 58 | WG | <p>BLM Fails to Analyze Climate Emissions or Their Impacts</p> <p>The analysis of climate emissions and impacts is required regardless of the CEQ Guidance. The lack of analysis of climate change presented in these EAs should be an embarrassment to the BLM and to the Department of the Interior as a whole, from the Secretary of the Interior on down. Federal law, honest science, and BLM policy make clear that climate impacts from these projects must be assessed and presented to the public and decisionmaker. Such impacts, at minimum, include an estimate of project emissions and an estimate of the social costs of carbon.</p> <p>It is shocking to note that the scientists at the BLM High Plains District cannot bring themselves to admit that climate change is happening. Although the phrase “climate</p> | <p>The February 2016 Oil and Gas Lease Sale is an administrative leasing action. The act of leasing land for oil and gas development in itself does not emit any carbon or greenhouse gasses, or air pollutants, nor cause climate change.</p> <p>A discussion of Air Quality and Climate Change has been addressed in the EA in Section 3.3.1.</p> <p>Resource management plans (RMP) consider the availability of public lands for oil and gas leasing. This leasing EA addresses how those nominated parcels will be stipulated in conformance with the RMPs. If an APD is received proposing to develop a</p> |

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| | | <p>change” appears in connection with the phrase “greenhouse gases,” HP EA at 13, one can note that there is no acknowledgement whatsoever that GHGs are causing climate change and its numerous negative global impacts. The problem of climate change is dismissed without analysis since climate science is inexplicably thought by BLM to be in a “formative phase.” Id. Rejecting the reasonably foreseeable standard of NEPA, the High Plains district refuses to undertake climate analysis because they can’t do so with “certainty.”² It is odd then that elsewhere in the Wyoming BLM, it is understood that climate change is “unequivocal” and that the GHG climate change nexus is “very likely.” WRBB EA at 3---3. Of course, this is the consensus science, but it is ignored in favor of the whim of various district offices. This kind of sloppy analysis renders the EAs inadequate to support project approval.</p> <p>This level of “analysis” does not differ much in effect from BLM Utah’s Environmental Assessments for the May 2015 Oil and Gas Lease Sale in the Cedar City and Ritchfield Field Offices. https://www.blm.gov/ut/enbb/files/2015_02_06_CCFO_FINAL_EA,_May_2015_O&G_Lease_Sale.pdf at 62---62 and https://www.blm.gov/ut/enbb/files/RFO.EA.Final.2.13.2015.pdf at 68. These effective expressions of climate denial by BLM Utah brought a sharp rebuke from the Washington office in a memo written earlier this year which has not been formally released to the public but has been acknowledged by BLM. Ex. 6. That memo instructs offices to use quantitative estimates of GHG emissions “as a reasonable proxy for the effects of climate change” in NEPA analyses. Please note: that instruction was the result of a failure to analyze emissions in a lease sale.</p> <p>That instruction was again ignored here by the exclusion of such analysis from the EAs in favor of a continuing but unfulfilled promise to undertake further analysis when analyzing impacts from applications for permit to drill (“APD”). This promise has several additional problems. First, NEPA has a mandate to assess impacts at the earliest opportunity. Having already ignored such analysis by failing to include it in a programmatic analysis or in the analysis for RMPs, BLM is now claiming it will undertake analysis at the last possible moment, not the earliest opportunity.</p> <p>But even that analysis is not actually happening, despite BLM’s assurances. BLM Wyoming does not post its NEPA analyses for APDs on its website for public review. Thus, if BLM were analyzing these impacts, it would take a tremendous level of effort on the part of the public to review and comment on these many APDs. Given past analysis, it is obvious that public review would be critical to assuring adequate analysis. However, a few BLM Wyoming APD EAs can be located on line. Two recent BLM Wyoming NEPA analyses showed no effort whatsoever to analyze climate impacts. Ex. 7 – Bridle Bit 1 POD APD Environmental Assessment and Decision Record (April 29, 2015) and Ex. 8 – Fleicshman APD Categorical Exclusion and Decision Record (May 28, 2015). BLM’s failure to analyze climate impacts even at the most site---specific level undercuts all of its claims as to why it cannot do so sooner. “We will do it later” doesn’t cut it under NEPA, even the less so when that claim is not true.</p> | <p>lease parcel, site specific analysis of the impacts is conducted and impacts will be mitigated as determined necessary.</p> <p>Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis. 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. Additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p> <p>The BLM also has acknowledged that climate science does not allow a precise connection between project-specific GHG emissions and specific environmental effects of climate change. This approach is consistent with the approach that federal courts have upheld when considering NEPA challenges to BLM federal coal leasing decisions. <i>WildEarth Guardians v. Jewell</i>, 738 F.3d 298, 309 n.5 (D.C. Cir. 2013) <i>WildEarth Guardians v. BLM</i>, 8 F. Supp. 3d 17; 34 (D.D.C. 2014).</p> <p>The BLM’s policies currently do not require calculating emissions of greenhouse gases, particularly when the land use activities that could result in greenhouse gas emissions are speculative or uncertain, as is the case here.</p> |

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| | | <p>Thus BLM Wyoming has again ignored its own Headquarters office, ignored the White House's Council on Environmental Quality, ignored global scientific consensus, ignored the plain meaning of NEPA, and ignored common sense. The EA must be supplemented to include an analysis of climate change and project effects on climate change using the best available science and following agency and government---wide guidance and the law.</p> | |
| 59 | WG | <p>The EA Fails to Estimate Project Emissions</p> <p>The EAs do not estimate climate emissions. To justify the failure to analyze this critical problem, BLM baldly claims that “[n]o impacts to air quality or climate change would result from this alternative.” WRBB EA at 4-11. BLM claims that there would be “[n]o direct impacts to GHG emissions,” but does so without attempting to analyze or quantify whether indirect GHG emissions would occur. HP EA at 49. BLM incongruously does this while admitting that its decision “may contribute to new wells being drilled.” HP EA at 50. Where BLM makes a half--hearted attempt to quantify some emissions related to drilling, it ignores emissions related to the use of the resource extracted. HP EA at 51.</p> <p>There no legitimate justification offered for failing to analyze impacts. BLM is leasing more than 127,000 acres amidst vast oil and gas fields for the purpose of oil and gas leasing. Further, these lease have been nominated by drilling companies for auction. It is more than reasonably foreseeable that some, if not all, of the parcels nominated will be bid on by those who nominated them, and that a significant percentage, if not all, of those parcels may be developed. Instead of using its own Reasonably Foreseeable Development Scenarios (emphasis added) for oil and gas development, BLM pretends that emissions are not reasonably foreseeable.</p> <p>BLM goes even further however. Despite claiming it cannot estimate or analyze emissions, BLM is confident enough to declare that GHG emissions from the proposed project “would not have a measurable effect” on climate change. WRBB EA at 4-3. It bases this conclusion, at least in part, on an estimate of emissions per well that it appears it is able to confidently make. Id. This estimate, while giving the lie to the notion that emissions cannot be estimated in any way, nonetheless ignores emissions from oil and gas use. BLM seems to be simultaneously asserting that it cannot estimate emissions, but then estimating them just enough to know that they are no concern to anyone. This is a gross failure of NEPA’s hard look test and the CEQ Guidance that directly contradicts such an approach.</p> <p>The BLM must supplement its EAs with valid estimates of emissions from construction and operation of wells, including both emissions produced onsite and those created from the burning of the oil and gas likely to be produced. Both carbon dioxide and methane emissions must be included. BLM must also use past production to estimate future emissions that will result from production from this agency action. These all must be included in a supplement to the EAs before project approval can proceed.</p> | <p>The February 2016 Oil and Gas Lease Sale is an administrative leasing action. The act of leasing land for oil and gas development in itself does not directly emit any carbon or greenhouse gasses, or air pollutants, nor cause climate change.</p> <p>A discussion of Air Quality and Climate Change has been addressed in the EA in Section 3.3.1.</p> <p>Resource management plans (RMP) consider the availability of public lands for oil and gas leasing. This leasing EA addresses how those nominated parcels will be stipulated in conformance with the RMPs. If an APD is received proposing to develop a lease parcel, site specific analysis of the impacts is conducted and impacts will be mitigated as determined necessary.</p> <p>Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis. 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. Additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p> <p>The BLM also has acknowledged that climate science does not allow a precise connection between project-specific GHG emissions and specific environmental effects of climate change. This approach is consistent with the approach that federal courts have upheld when considering NEPA challenges to BLM federal coal leasing decisions. <i>WildEarth Guardians v. Jewell</i>, 738 F.3d 298, 309 n.5 (D.C. Cir. 2013) <i>WildEarth Guardians v. BLM</i>, 8 F. Supp. 3d 17; 34 (D.D.C. 2014).</p> <p>The BLM’s policies currently do not require calculating emissions of greenhouse gases, particularly when the land use activities that could result in greenhouse gas emissions are speculative or uncertain, as is the case here.</p> |
| 60 | WG | The Social Cost of Carbon Has Been Ignored | The February 2016 Oil and Gas Lease Sale is an administrative |

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| | | <p>The high costs to society from the leasing and subsequent burning of public lands fossil fuels must be properly analyzed and presented to the public and agency decision makers. Historically, BLM has ignored the costs of fossil fuel leasing on public lands, especially the costs to society that result from global warming. Proper consideration of these social costs of carbon is simply good governance and good stewardship of public resources, and such consideration is legally required.</p> <p>Global warming is responsible for extreme costs to society already, and it will only get worse in the future.</p> <p>A recent consensus report, joined by more 190 countries, makes the basic science on global warming crystal clear. Global warming is unequivocal: since the 1950s the atmosphere and oceans have warmed, snow and ice have diminished, and seas have risen. Ex. 9, Climate Change 2013 – The Physical Science Basis --- Summary for Policymakers, United Nation Intergovernmental Panel on Climate change (2013) (“AR5 summary”) at 4. There is little doubt that pollution from human activities is the cause of this warming. Id. at 17. The U.S. government’s own more recent report concludes that global warming is now affecting our country in far---reaching ways. Ex. 10, National Climate Assessment 2014 – Overview (“National Climate Assessment”). Climate pollution has warmed the U.S. almost 2°F, mostly since 1970, with another 2°F to 4°F expected in the next few decades. Id. Much greater warming in future decades is also possible, possibly up to an increase of 10°F above current temperatures by the end of the century. Id.</p> <p>These are not the estimates of “environmentalists.” This is the scientific consensus accepted both in the U.S. and around the world.</p> <p>The burning of coal, oil, and gas is the principle source of the largest contributor to global warming, carbon dioxide. Id.; see also AR5 summary at 13. At this time, approximately 25% of the carbon dioxide from fossil fuels produced in the U.S. comes from public lands leases. Ex. 11, Greenhouse Gas Emissions from Fossil Energy Extracted from Federal Lands and Waters, Stratus Consulting (February 1, 2012) at 15; see also, Ex. 12, Sales of Fossil Fuels Produced from Federal and Indian Lands – FY 2003 through FY 2013, U.S. Energy Information Administration (June 2014) at 2. Fossil fuels extracted from public lands release more than one and one---half billion metric tons of carbon dioxide equivalent per year. Id. at 12. That is the equivalent of more than 31 million passenger cars’ annual climate pollution, just from producing and burning fossil fuels from our public lands alone. Greenhouse Gas Equivalencies Calculator, U.S. Environmental Protection Agency at http://www.epa.gov/cleanenergy/energy---resources/calculator.html (last checked July, 9 2015).</p> <p>BLM manages federal mineral rights, including the leasing and approval of extraction of public lands fossil fuels, on all federal lands. Therefore, BLM decision makers play a critical role in determining how much more climate pollution the U.S. will emit to the</p> | <p>leasing action. The act of leasing land for oil and gas development in itself is not directly responsible for activities that could result in impacts including potential ‘social costs of carbon’.</p> <p>Resource management plans (RMP) consider the availability of public lands for oil and gas leasing. This leasing EA addresses how those nominated parcels will be stipulated in conformance with the RMPs. If an Application for Permit to Drill is received proposing to develop a lease parcel, site specific analysis of the impacts is conducted and impacts will be mitigated as determined necessary.</p> <p>Absent a definitive development proposal it is not possible to conduct a more specific impact and/or cumulative effects analysis. 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. Additional NEPA documentation would be prepared at the time an APD(s) or field development proposal is submitted.</p> |

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| | | <p>atmosphere, the extent that that pollution will exacerbate global warming, and the extent that society and future generations will have to bear the myriad related social costs of those decisions.</p> <p>Global warming is exacting costs on society in numerous ways. Agricultural productivity, including crops, livestock, and fisheries have been negatively impacted by global warming. National Climate Assessment – Overview. This has resulted from extreme weather events, changes in temperature and precipitation, and increasing pressure from pests and pathogens. Id. Both water quality and water quantity are being affected by global warming. Id. The degradation has resulted from changes in snowpack, extreme weather events, coastal flooding affecting aquifers, and from changes in temperature and precipitation. Id. Heat---related deaths and illnesses have grown and are growing. Id. Impacts to forest resources from increased forest fires and the resulting impacts to air quality put additional costs on society. Id. A wide variety of critical ecosystem functions are degraded by global warming, including habitat for fish and wildlife, drinking water storage, soils, and coastal barriers. Id. Carbon dioxide pollution is also responsible for increasing ocean acidification. This list represents only a subset of the social costs of carbon pollution from burning fossil fuels extracted from our public lands. Nonetheless, “[l]ower emissions of heat---trapping gases and particles mean less future warming and less---severe impacts; higher emissions mean more warming and more severe impacts.” Id.</p> <p>BLM decision makers must consider the social cost of carbon from all proposed land management projects.</p> <p>The requirement to analyze the social cost of carbon is supported by the general requirements of the National Environmental Policy Act (“NEPA”) and specifically supported in federal case law. NEPA requires agencies to take a “hard look” at the consequences of proposed agency actions. 42 U.S.C. § 4321 et seq.; <i>Morris v. U.S. Nuclear Regulatory Commission</i>, 598 F.3d 677, 681 (10th Cir. 2010). Consequences that must be considered include direct, indirect, and cumulative consequences. 40 C.F.R. §§ 1502.16, 1508.7, 1508.8. A cumulative impact is the “impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non---Federal) or person undertakes such other actions. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.” 40 C.F.R. § 1508.7. Analysis of site--- specific impacts must take place at the lease stage and cannot merely be deferred until after receiving APDs to drill. See <i>New Mexico ex rel. Richardson v. Bureau of Land Management</i>, 565 F.3d 683, 717---18 (10th Cir. 2009); <i>Conner v. Burford</i>, 848 F.2d 1441 (9th Cir. 1988); <i>Bob Marshall Alliance v. Hodel</i>, 852 F.2d 1223, 1227 (9th Cir. 1988). Any NEPA analysis of a fossil fuel development project that fails to use the government---wide protocol for assessing the costs to society of carbon emissions from the proposed action has failed to take the legally required “hard look.”</p> | |

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| | | <p>Courts have ordered agencies to assess the social cost of carbon pollution, even before a federal protocol for such analysis was adopted. In 2008, the Ninth Circuit Court of Appeals ordered the National Highway Traffic Safety Administration (“NHTSA”) to include a monetized benefit for carbon emissions reductions in an EA prepared under NEPA. <i>Center for Biological Diversity v. National Highway Traffic Safety Administration</i>, 538 F.3d 1172, 1203 (9th Cir. 2008). NHTSA had proposed a rule setting corporate average fuel economy standards for light trucks. A number of states and public interest groups challenged the rule for, among other things, failing to monetize the benefits that would accrue from a decision that led to lower carbon dioxide emissions. NHTSA’s EA had monetized the employment and sales impacts of the proposed action. <i>Id.</i> at 1199. The agency argued, however, that valuing the costs of carbon emissions was too uncertain. <i>Id.</i> at 1200. The court found this argument to be arbitrary and capricious. <i>Id.</i> The court noted that while estimates of the value of carbon emissions reductions occupied a wide range of values, the correct value was certainly not zero. <i>Id.</i> It further noted that other benefits were monetized by the agency although also uncertain. <i>Id.</i> at 1202. More recently, a federal court has done likewise for a proposed coal lease modification. <i>High Country Conservation Advocates v. U.S. Forest Service</i>, 2014 WL 2922751 (D. Colo. 2014), Slip Op. at 3, citing 40 C.F.R. § 1502.23. As seen below, the SCC is an appropriate tool for quantifying the impacts of project--level emissions.</p> <p>The social cost of carbon will be significant whenever fossil fuel leasing, or mining, or drilling is proposed.</p> <p>According to the U.S. Environmental Protection Agency (“EPA”), the social cost of carbon is “an estimate of the economic damages associated with a small increase” in emissions. Ex. 13, <i>The Social Cost of Carbon</i>, U.S. Environmental Protection Agency at http://www.epa.gov/climatechange/EPAactivities/economics/scc.html, last checked 7/9/2015. “This dollar figure also represents the value of damages avoided for a small emission reduction.” <i>Id.</i> Thus, it would be incorrect to assert that the social cost of carbon cannot be calculated for a project that represents a tiny fraction of global or even a tiny fraction of U.S. emissions. Estimates of the social cost of carbon are designed to do exactly that. In fact, the social cost of carbon is generally expressed in terms of the costs tolled by emitting or the benefits realized by avoiding a single ton of carbon dioxide emissions.</p> <p>However, it is very likely that the social cost of carbon protocol actually underestimates the true damages exacted on society by carbon pollution. <i>Id.</i> citing the IPCC Fourth Assessment Report. In particular, damages related to social and political conflicts, weather variability, extreme weather, and declining growth rates are either ignored or underestimated. Ex. 14, <i>Omitted Damages: What’s Missing from the Social Cost of Carbon</i>, Peter Howard, the Cost of Carbon Project (March 13, 2014). In fact, more recent studies have reported significantly higher carbon costs. For instance, a report published this year found that current estimates for the social cost of carbon should be increased six times for a mid--range value of \$220 per ton. See Ex. 15, Moore, C.F. and B.D. Delvane, “Temperature impacts on economic growth warrant stringent mitigation</p> | |

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| | | <p>policy,” Nature Climate Change (January 12, 2015) at 2. Thus, any application of the current social cost of carbon protocol is very likely a significant underestimate of the true cost of carbon pollution.</p> <p>Acknowledging the known tendency to underestimate costs, the federal government has been using its cost--benefit assessment tool since February 2010. See Ex. 16, Technical Support Document: Technical Update of the Social Cost of Carbon for Regulatory Impact.</p> <p>Analysis --- Under Executive Order 12866 --- Interagency Working Group on Social Cost of Carbon, United States Government (May 2013, Revised July 2015). In the last year alone, the Departments of Agriculture, Energy, Transportation, and Housing and Urban Development and the Environmental Protection Agency and National Highway Traffic Safety Administration have all utilized the Social Cost of Carbon Protocol in public decision making documents.</p> <p>Although often utilized in the context of agency rulemakings, the protocol has been recommended for use and has been used in project--level decisions. For instance, the EPA recommended that an EIS prepared by the U.S. Department of State for the proposed Keystone XL oil pipeline include “an estimate of the ‘social cost of carbon’ associated with potential increases of GHG emissions.” Ex. 17, EPA, Comments on Supplemental Draft EIS for the Keystone XL Oil Pipeline (June 6, 2011). The BLM has also utilized the social cost of carbon protocol in the context of oil and gas leasing. In recent Environmental Assessments for oil and gas leasing, the agency estimated “the annual SCC [social cost of carbon] associated with potential development on lease sale parcels.” Ex. 18, BLM, “Environmental Assessment DOI---BLM---MT---C020---2014---0091---EA, Oil and Gas Lease Parcel, October 21, 2014 Sale” (May 19, 2014) at 76. In conducting its analysis, the BLM used a “3 percent average discount rate and year 2020 values,” presuming social costs of carbon to be \$46 per metric ton. Id. Based on its estimate of greenhouse gas emissions, the agency estimated total carbon costs to be “\$38,499 (in 2011 dollars).” Id.</p> <p>In fact, the U.S. Government Accountability Office recently reviewed the process employed to develop the federal government’s assessment of the social cost of carbon. Ex. 19, Regulatory Impact Analysis – Social Cost of Carbon Estimates (July 2014). The GAO found that the process employed to develop the 2013 social cost of carbon estimates “used consensus--based decision making,” “relied on existing academic literature and models,” and “took steps to disclose limitations and incorporate new information.” Id. In short, while the social cost of carbon protocol, like other economic models, provides only estimates and is subject to further updates as new information becomes available, the federal government’s social cost of carbon protocol is a legitimate tool for performing a thorough and honest assessment of both costs and benefits of proposed actions as required under NEPA and E.O. 13514.</p> <p>EPA lists the current social costs of carbon in the following format.</p> | |

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| | | <p>Social Cost of CO2, 2015---2050 a (in 2011 Dollars) Discount Rate and Statistic The SCC values are dollar---year and emissions---year specific.</p> <p>Ex. 20, The Social Cost of Carbon, U.S. Environmental Protection Agency at http://www.epa.gov/climatechange/EPAactivities/economics/scc.html, (last checked 7/9/15).</p> <p>As the table above makes clear, the social costs of carbon pollution are anything but trivial. For example, a project that released a mere 25,000 tons of carbon dioxide in 2025 would be responsible for costs to society, through global warming, of \$375,000 to more than \$3.75 million for that year’s emissions alone. And again, this is very likely an underestimate of true costs.</p> <p>If the economy returns to fast---paced growth and global warming impacts are currently foreseen and properly estimated, the higher discount rates, 5%, and the lower social cost of carbon estimates will be most appropriate. If the economy grows long---term at slower rates and global warming impacts are currently foreseen and properly estimated, the higher social cost of carbon figures, the 2.5 % column, will be better estimates. A middle discount rate value, 3%, for mid---range growth estimates is also available. If, on the other hand, global warming impacts are greater or more costly than current mid---range estimates, the social cost of carbon would be better estimated by the 95th percentile figures. That means that the lowest social cost of carbon numbers are best---case scenarios for both the economy and global warming impacts. The highest numbers are for mid---range economic projections and close to worst---case estimates for global warming impacts.</p> | |
| 61 | WG | <p>BLM’s EAs for the February 2016 Oil and Gas Lease Parcel Sale violate NEPA</p> <p>BLM fails to draw the necessary connection between these projects and increased climate impacts and costs. BLM improperly declines to assess the impacts of climate change, promising to assess them at some unknown time in the future. This violates NEPA’s hard look doctrine. Court’s have made clear that the leasing stage is an appropriate time to assess impacts that will not be mitigated by lease stipulations, as carbon emissions surely will not.</p> <p>In addition, the project fails to take a hard look at climate impacts to society as contextualized in the social cost of carbon protocol. The costs to society of possibly releasing millions of metric tons of carbon---dioxide equivalent are completely ignored. Thus, application of the Social Cost of Carbon Protocol would arrive at project costs to society up to or exceeding hundreds of millions of dollars. The economic benefits of this project could pale in comparison to its costs. The EA must be modified to analyze the social cost of carbon.</p> <p>This project is one small piece resulting in tremendous cumulative impacts across the Department of the Interior fossil fuel leasing programs. Fossil fuels development on</p> | <p>The preparation of this leasing EA was done in compliance with all Federal rules, regulations, and laws, and is in conformance with NEPA.</p> <p>This leasing EA does not authorize specific actions on the ground; actual projects are covered in subsequent project-level NEPA compliance documents.</p> |

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| | | <p>public lands and coastal waters results in more than one and one---half billion tons of carbon dioxide emissions per year. Using 2015 social cost of carbon values, the costs to society of the federal fossil fuel leasing program is between \$18 and \$177 billion per year. This same level of emissions in 20 years would incur costs from \$20 billion to more than a quarter of a trillion dollars per year, depending on the growth of the economy and the intensity of global warming impacts at that time. These costs, of course, do not include costs from air quality issues like smog and mercury emissions, do not include lost opportunity costs from lost recreation, or costs from direct degradation of ecosystem services. Recall also, that it is very likely that these numbers even represent an underestimate of the true costs to society from global warming.</p> <p>These numbers, while shocking, do no more than reiterate what scientists have been telling us for years: extraction of fossil fuels are costing our society much more than they are providing in benefits. Of course numbers of such an alarming magnitude do not result from the approval of any single project. Instead, they represent the incessant accumulation of costs that result from BLM approving project after project while refusing to acknowledge that those projects have unspoken costs to society, both individually and in the aggregate, that will continue to plague our country for generations. BLM must address the social costs of carbon that are likely to result from these projects.</p> | |
| 62 | WG | <p>The EAs must analyze impacts from fracking waste water, including the possibility of earthquakes produced by underground injection</p> <p>The EAs fail to even acknowledge that waste water from the project might need to be disposed of through underground injection wells. That practice is known or suspected of causing earthquakes in Oklahoma, Texas, Ohio, Pennsylvania, and California and has been restricted for just that reason in some of those areas. BLM must analyze the likelihood of such impacts in Wyoming before they occur.</p> <p>Saline, produced water from wells, when injected into deeper sedimentary formations, appears to lubricate active fault lines. Ex. 21, Oklahoma’s recent earthquakes and saltwater disposal, Science Advances (June 18, 2015). In some areas with previously rare earthquake activity, rates have increased ten---fold. It appears that the likelihood of induced seismicity is directly related to the rate of injection. High---rate injection is associated with the increase in U.S. mid---continent seismicity, M. Weingarten, et al., Science (June 19, 2015) at http://www.sciencemag.org/content/348/6241/1336.</p> <p>The EAs do not attempt to analyze the degree or frequency of waste water injection. Likewise, no stipulations on such practices are included in the proposed leases. This possible impact must be studied and appropriate stipulations included to prevent these impacts in Wyoming.</p> | <p>Since specific lease development operations cannot be reasonably foreseen at the leasing stage, any site specific impacts cannot realistically be analyzed in more detail at this time. Hydraulic fracturing is a specific development scenario. Should the parcels be sold and development proposed, an analysis of hydraulic fracturing (if proposed) would be contemplated and the impacts to resources affected will also be analyzed under that site specific NEPA document. Incorporated by reference in to the lease sale EA is Appendix G which contains a white paper on hydraulic fracturing.</p> <p>Since specific lease development operations cannot be reasonably foreseen at the leasing stage, any site specific impacts cannot realistically be analyzed in more detail at this time. At the time of APD proposal, should the parcels be sold and development proposed, an analysis of these resources will be completed.</p> |
| 63 | WG | <p>Conclusion</p> <p>Thank you for the opportunity to provide comments on this project. For the reasons given above, BLM should withdraw both EAs and either supplement them or forgo</p> | No response needed. |

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| | | leasing altogether. It is now clear that the extraction of fossil fuels from public lands is inconsistent with a livable world in the future. The sooner BLM transitions away from this activity, the better it will be for the land it manages and for the American people. | |