

**ROCKY MOUNTAIN WILD * COALITION TO PROTECT AMERICA'S NATIONAL
PARKS * NATIONAL PARKS CONSERVATION ASSOCIATION * NEW MEXICO
WILDLIFE FEDERATION * THE WILDERNESS SOCIETY**

October 27, 2025

Bureau of Land Management
Utah State Office
Attention: Christina Price
440 West 200 South, Suite 500
Salt Lake City, UT 84101-1345

SUBMITTED VIA E-PLANNING

**Re: Scoping comments on parcels under consideration for inclusion in the BLM Utah 2026
First Quarter Oil and Gas Lease Sale (DOI-BLM-UT-0000-2026-0001-EA)**

To whom it may concern:

Thank you for the opportunity to submit these scoping comments on parcels under consideration for inclusion in the Bureau of Land Management's (BLM's) Utah 2026 First Quarter Oil and Gas Lease Sale. Our organizations and members are deeply invested in sound stewardship of public lands and committed to ensuring that public land management prioritizes the health and resilience of ecosystems, benefits the public and local communities, protects biodiversity, and mitigates the impacts of climate change.

For this sale, the BLM is considering 59 parcels covering 71,787 acres. As the BLM prepares for this lease sale and evaluates which parcels to offer for lease, the agency must continue to abide by its obligations under the law and existing policy, including the Fluid Mineral Leases and Leasing Process Rule (Leasing Rule), which implements program reforms and provisions in the Inflation Reduction Act. In carrying out this lease sale, the BLM must comply with all applicable federal, state, and local laws and regulations and all federal court rulings.

I. The BLM cannot justify leasing under the so-called “national energy emergency” and must follow the required National Environmental Policy Act (NEPA) procedures.

The so-called “national energy emergency” declared in Executive Order 14156, 90 Fed. Reg. 8,433 (Jan. 29, 2025), and the associated emergency procedures set forth in the “Alternative

Arrangements for NEPA Compliance”¹ (Emergency Procedures) are a transparent pretext to exempt fossil fuel leasing and development from environmental laws rather than a response to an actual energy emergency. The BLM cannot justify leasing based on the alleged national energy emergency, as it has already attempted in other lease sale processes. *See, e.g.*, BLM, BLM Utah 2025 Fourth Quarter Competitive Oil and Gas Lease Sale Environmental Assessment: DOI-BLM-UT-0000-2025-0003-EA at 7 (May 2025), https://eplanning.blm.gov/public_projects/2037591/200648264/20138025/251038005/2025%20Quarter%204%20Lease%20Sale%20DOI-BLM-UT-0000-2025-00003-EA.pdf (“On January 20, 2025, President Trump declared a national energy emergency due to the ‘United States’ insufficient energy production, transportation, refining, and generation [which] constitutes an unusual and extraordinary threat to our Nation’s economy, national security, and foreign policy.’ Executive Order 14156 – Declaring a National Energy Emergency. BLM Oil and Gas Leasing responds to this order.”). Nor can the agency utilize the Emergency Procedures to circumvent its obligations under NEPA.

The Emergency Procedures are unlawful for numerous reasons: (1) they are premised on the baseless and unsupported declaration of a “national energy emergency”; (2) they conflict with the Department of the Interior’s NEPA regulation on emergency responses; (3) they violate the Department’s public participation obligations; (4) they fail to conform to the requirements for Administrative Procedure Act (APA) notice and comment rulemaking; and (5) they are inconsistent with the timeframes and participation periods mandated by the BLM’s oil and gas leasing regulations. The Department must clarify that the Emergency Procedures cannot be used to approve onshore oil and gas leasing because, among other reasons, they are inconsistent with the timeframes and participation periods mandated by 43 C.F.R. § 3120.42(b). The BLM’s regulation contains no exceptions and requires the BLM to provide a 30-day scoping period, 30-day comment period, a Notice of Competitive Lease Sale at least 60 calendar days prior to the lease auction, and a 30-day protest period following the posting of the Notice of Competitive Lease Sale. The Emergency Procedures are inconsistent with these requirements and thus cannot be used to approve onshore oil and gas leasing.

The BLM’s recently issued Instruction Memorandum (IM) 2025-028 commands the agency to offer for lease “all eligible parcels”—regardless of leasing preference designation—based on the national energy emergency declaration. BUREAU OF LAND MGMT., INSTRUCTION MEMORANDUM 2025-028: OIL AND GAS LEASING – LAND USE PLANNING AND LEASE PARCEL REVIEWS 5 (May 8, 2025). This IM is unlawfully directing BLM offices to offer parcels for lease irrespective of conflicts—such as with wildlife habitat, cultural resources, or the other issues identified in the

¹ *See* Dep’t of the Interior, Alternative Arrangements for NEPA Compliance (Apr. 2025), https://www.doi.gov/sites/default/files/documents/2025-04/alternative-arrangements-nepa-during-national-energy-emergency-2025-04-23-signed_1.pdf; Dep’t of the Interior, Department of the Interior Implements Emergency Permitting Procedures to Strengthen Domestic Energy Supply (Apr. 23, 2025), <https://www.doi.gov/pressreleases/departments-interior-implements-emergency-permitting-procedures-strengthen-domestic>.

agency's leasing preference criteria, *see* 43 C.F.R. § 3120.32—premised on the unlawful national energy emergency. As discussed in more depth below, to comply with the agency's obligations pursuant to its own leasing regulations and the statutory requirements of the Federal Land Policy and Management Act (FLPMA) and NEPA, the BLM must rescind this IM and disregard its invalid directives for this lease sale.

For detailed discussion as to why the so-called national energy emergency cannot justify oil and gas leasing and why the BLM cannot use the Emergency Procedures for leasing, please refer to the May 16, 2025, letter submitted to the Secretary of the Interior, which this comment letter incorporates by reference. *See* EARTHJUSTICE ET AL., DEPARTMENT OF THE INTERIOR EMERGENCY NEPA PROCEDURES (MAY 16, 2025) [Ex. 1].

II. The BLM has authority to defer lease parcels—and must evaluate deferral of lease parcels—proposed for this sale.

The BLM is not mandated to offer for lease, or to issue leases for, any *particular* parcel for oil and gas development and production.² Where conflicts with other uses exist, the BLM must analyze the deferral of lease parcels. The MLA does not contravene the Federal Land Policy and Management Act's (FLPMA's) resource conservation requirements. Under FLPMA, the BLM must manage public lands according to “multiple use” and “sustained yield” and “in a manner that will protect the quality of scientific, scenic, historical, ecological, environmental, air and atmospheric, water resources, and archeological values.” 43 U.S.C. §§ 1701(a)(7) & (8), 1712(c)(1), 1732(a). Multiple use obligates the agency to make the “most judicious use” of public lands and their resources to “best meet the present and future needs of the American people.” *Id.* § 1702(c). This requires taking “into account the long-term needs of future generations,” ensuring “harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land and the quality of the environment.” *Id.* Sustained yield mandates “achiev[ing] and maint[aining] in perpetuity . . . a high-level annual or regular periodic output of the various *renewable* resources of the public lands consistent with multiple use.” *Id.* § 1702(h) (emphasis added). The BLM must “take any action necessary to prevent unnecessary and undue degradation of the lands.” *Id.* § 1732(b). “It is past doubt that the principle of multiple use does not require BLM to prioritize development over other uses. . . . Development is a possible use, which BLM *must* weigh against other possible uses including conservation to protect environmental values. . . .” *New Mexico ex rel. Richardson v. BLM*, 565 F.3d 683, 710 (10th Cir. 2009) (emphasis added).

² *See Udall v. Tallman*, 380 U.S. 1, 4 (1965) (“The Mineral Leasing Act [MLA] of 1920 . . . left the Secretary discretion to refuse to issue any lease at all on a given tract.”); *United States ex rel. McLennan v. Wilbur*, 283 U.S. 414, 419 (1931) (ruling that the Interior Secretary possesses “general powers over the public lands as guardian of the people,” which include the authority to deny oil and gas lease applications); *Mont. Wildlife Fed’n v. Haaland*, 127 F.4th 1, 44–45 (9th Cir. 2025) (“We note that there is no doubt that the government has the authority affirmatively to determine which parcels shall be offered for oil and gas leasing”); *Bob Marshall Alliance v. Hodel*, 852 F.2d 1223, 1230 (9th Cir. 1988) (“[T]he Mineral Leasing Act gives the Interior Secretary discretion to determine which lands are to be leased under the statute. . . . Thus refusing to issue the . . . leases . . . would constitute a legitimate exercise of the discretion granted to the Interior Secretary under that statute.”).

The BLM is therefore not obligated to lease any *specific* parcel of public land for oil and gas development. The agency retains the authority to defer lease sale parcels, even after bidding has concluded.³ Moreover, where conflicts with other uses exist, the agency must affirmatively evaluate deferral of parcels in its alternatives analysis under NEPA, as discussed below.

III. The BLM must ensure leasing complies with FLPMA.

a. The BLM may not proceed with this lease sale because the governing Field Office RMPs are invalid.

Under FLPMA, the BLM may issue decisions such as leases, permits, rights of way, and other authorizations only “in accordance with” a valid land use plan. 43 U.S.C. § 1732(a). FLPMA’s implementing regulations likewise provide that all “resource management authorizations and actions . . . shall conform to the approved [RMP].” 43 C.F.R. § 1610.5-3(a). BLM cannot proceed with approving new leases or authorizations or take other action predicated on a plan that is not in effect. Doing so would violate FLPMA and the recently enacted 2025 Reconciliation Act⁴ (and the Mineral Leasing Act (MLA), which it amended) and be contrary to law in violation of the Administrative Procedure Act.

The Congressional Review Act (CRA) requires federal agencies to submit rules to Congress for review before they can take effect. 5 U.S.C. § 801(a)(1)(A). Historically, land management agencies like the BLM have not submitted their land or resource management plans to Congress, taking the position that such plans are not “rules” for CRA purposes. However, Congress voted in October 2025 to disapprove three BLM Resource Management Plans (RMPs) as rules under the CRA, demonstrating, for the first time, congressional intent that such plans are subject to the CRA’s procedural requirements.⁵ As a result of this legislative action—and its associated significant adverse and destabilizing consequences for federal land management—any and all

³ See *McDonald v. Clark*, 771 F.2d 460, 463 (10th Cir. 1985) (holding that the “fact that land has been offered for lease does not bind the Secretary to actually lease the land, nor is the Secretary bound to lease the land when a qualified applicant has been selected”); see also *W. Energy All. v. Salazar*, No. 10-cv-0226, 2011 U.S. Dist. LEXIS 98380, at *9–23 (D. Wyo. June 29, 2011) (holding that BLM is not required to issue leases after offering them at auction; it only needs to make a decision within 60 days on *whether* to issue the leases).

⁴ Pub. L. No. 119-21, § 50101(c)(2)(A), 129 Stat. 72, 138 (2025) (“[The BLM] shall offer . . . parcels . . . *under the applicable resource management plan in effect*” (emphasis added)); *id.* at 138–39 (directing that certain lands meeting certain conditions be made available for leasing “if the Secretary determines that the parcel of land is open to oil or gas leasing *under the approved resource management plan applicable to the planning area in which the parcel of land is located that is in effect*” (emphasis added)); *id.* at 139 (explaining that issued leases “shall be subject to the terms and conditions of the *approved resource management plan*” (emphasis added)).

⁵ H.J. Res. 104, 119th Cong. (2025) (providing for CRA disapproval of the Miles City Field Office Record of Decision and Approved Resource Management Plan Amendment); H.J. Res. 105, 119th Cong. (2025) (providing for CRA disapproval of North Dakota Field Office Record of Decision and Approved Resource Management Plan); H.J. Res. 106, 119th Cong. (2025) (providing for CRA disapproval of Central Yukon Record of Decision and Approved Resource Management Plan). FLPMA creates a framework governing the BLM’s management of public lands. See 43 U.S.C. §§ 1701–1772. It provides for managing public lands under principles of multiple use and sustained yield. See *id.* § 1732(a).

land or resource plans or amendments approved after passage of the CRA in 1996 that have not been submitted to Congress under the CRA's requirements are not in effect. *See* 5 U.S.C. § 801(a)(1)(A).

The most current Vernal, Moab, and Monticello RMPs were all approved after 1996. Since then, the BLM has not transmitted any of those RMPs to Congress under the CRA. The RMPs are therefore invalid and not in effect. The BLM may not proceed with issuing any leases until such time as there are valid RMPs in effect. Doing so would violate FLPMA, the 2025 Reconciliation Act, and the MLA and is therefore contrary to law, in violation of the Administrative Procedure Act.

b. Even assuming the RMPs were valid and in effect, they are inadequate to support leasing.

Land use plans or Resource Management Plans (RMPs) project both the present and future use of the land. The BLM uses RMPs to identify which areas will be open to oil and gas leasing and development. *See* 43 C.F.R. § 1601.0-5(n). RMPs establish, among other things, “[l]and areas for limited, restricted or exclusive use,” “[a]llowable resource uses . . . and related levels of production or use to be maintained,” “[r]esource condition goals and objectives to be attained,” and “[p]rogram constraints and general management practices.” *Id.*; *see* 43 U.S.C. § 1712(a). FLPMA prohibits the BLM from taking actions inconsistent with the provisions of RMPs. *See* 43 U.S.C. § 1732(a); 43 C.F.R. § 1610.5-3(a) (“All future resource management authorizations and actions . . . shall conform to the approved plan.”).

RMPs may grant the BLM authority to lease in certain areas. *See* 30 U.S.C. § 226(b)(1)(A); 43 C.F.R. § 3120.1-2(a). Before issuing leases, however, the agency must confirm that the applicable RMP is up to date and that the underlying environmental analysis will support a contemporary leasing decision. If an RMP is more than five years old, the BLM must reevaluate and confirm that the analysis and any underlying assumptions remain valid. *See* 42 U.S.C. § 4336b. An RMP would no longer support a new leasing decision if important new data, policies, or changed circumstances exist that were not considered when it was approved. *See* H-1601-1 — LAND USE PLANNING HANDBOOK, SECTION VII.C, DETERMINING WHEN IT IS NECESSARY TO REVISE AN RMP; 43 C.F.R. § 1610.5-6. If an RMP is too old or stale to support a new leasing decision, the BLM must revise the RMP or undertake a new, thorough environmental analysis, such as an Environmental Impact Statement (EIS), to support new leasing.

All three of the plans governing lands subject to this lease sale are old or stale. Each fails to adequately account for or address the environmental impacts on resources and land uses due to climate change. Neither contains any discussion of climate change or GHG emissions. As a result, the BLM should not be leasing in these field offices at this time.

Consequently, the BLM should defer leasing in these areas until the agency can consider new inventories and analyze how best to protect the resources. At the very least, the agency must undertake a thorough analysis that analyzes the potential impacts (direct, indirect, and cumulative⁶) that new leasing and development would have on sensitive resources.

Even where implicated RMPs were finalized within the last five years, the BLM must take a hard look at new resource inventories and stipulations to ensure that new leases comply with existing plans, reflect updated inventory data, and adequately protect sensitive resources. Failure to consider, analyze, and disclose these issues would violate NEPA and FLPMA.

IV. The BLM must analyze the conservation and multiple use conflicts and environmental impacts associated with the proposed lease parcels under NEPA and FLPMA, along with evaluating the deferral of parcels based on such conflicts, including through use of the leasing preference criteria.

The BLM must evaluate the environmental impacts of this proposed lease sale under NEPA. *See, e.g.*, 42 U.S.C. §§ 4331–4347. NEPA fosters informed decision making by federal agencies and promotes informed public participation in government decisions. *See Balt. Gas & Elec. Co. v. NRDC*, 462 U.S. 87, 97 (1983). To meet those goals, NEPA requires that the BLM “consider every significant aspect of the environmental impact of a proposed action” and inform the public of those impacts. *Id.* (internal citation omitted); *accord Vermont Yankee Nuclear Power Corp. v. Natural Resources Defense Council, Inc.*, 435 U.S. 519, 553 (1978).⁷ The BLM must take a “hard look” at the environmental effects before making any leasing decisions, ensuring “that the agency, in reaching its decision, will have available, and will carefully consider, detailed information concerning significant environmental impacts.” *Robertson v. Methow Valley Citizens Council*, 490 U.S. 332, 349–50 (1989). Environmental “[e]ffects are reasonably foreseeable if they are sufficiently likely to occur that a person of ordinary prudence would take [them] into account in reaching a decision.” *Sierra Club v. Fed. Energy Regulatory Comm’n*, 867 F.3d 1357, 1371 (D.C. Cir. 2017) (internal quotation omitted).

In considering environmental effects, the BLM must also address whether to defer lease parcels based on conservation or other use conflicts, including by applying the leasing preference criteria

⁶ Courts have consistently held that NEPA’s mandate includes considering cumulative effects. *See, e.g., Swain v. Brinegar*, 542 F.2d 364, 369–70 (7th Cir. 1976); *Henry v. Federal Power Commission*, 513 F.2d 395, 406 (D.C. Cir. 1975); *Sierra Club v. Morton*, 510 F.2d 813, 824 (5th Cir. 1975); *Hanly v. Kleindienst*, 471 F.2d 823 (2d Cir. 1972).

⁷ *See Kleppe v. Sierra Club*, 427 U.S. 390, 410, 413 (1976); *City of Rochester v. U.S. Postal Serv.*, 541 F.2d 967, 973–74 (2d Cir. 1976); *Concerned About Trident v. Rumsfeld*, 555 F.2d 817, 825 (D.C. Cir. 1976); *City of Davis v. Coleman*, 521 F.2d 661, 666–677 (9th Cir. 1975); *Brooks v. Coleman*, 518 F.2d 17, 18 (9th Cir. 1975); *Natural Resources Defense Council v. Callaway*, 524 F.2d 79, 89 (2d Cir. 1975); *Env’tl. Def. Fund, Inc. v. Corps of Eng’rs of U.S. Army*, 492 F.2d 1123, 1135 (5th Cir. 1974); *Swain v. Brinegar*, 517 F.2d 766 (7th Cir. 1975); *Minnesota Public Interest Research Group v. Butz*, 498 F.2d 1314, 1322 (8th Cir. 1974); *Natural Resources Defense Council v. Morton*, 458 F.2d 827, 834–36 (D.C. Cir. 1972); *Hanly v. Kleindienst*, 471 F.2d 823, 830–31 (2d Cir. 1972); *Calvert Cliffs’ Coordinating Comm., Inc. v. U.S. Atomic Energy Comm’n*, 449 F.2d 1109, 1114 (D.C. Cir. 1971).

to scoping parcels. *See* 43 C.F.R. § 3120.32. As explained in the Leasing Rule’s preamble: “The preference criteria . . . were proposed consistent with the MLA to direct the BLM’s administrative resources to leasing tracts most likely to be developed, to reduce conflicts between oil and gas development and other public land uses that were not resolved in the resource management plans, and to ‘take[] into account the long-term needs of future generations for renewable and nonrenewable resources.’” 89 Fed. Reg. 30,916, 30,919 (Apr. 23, 2024) (quoting 43 U.S.C. §1702). Moreover, the agency explained that it “will apply the criteria . . . consistent with the BLM’s existing policy and implementation of IM 2023–007, *Evaluating Competitive Oil and Gas Lease Sale Parcels for Future Lease Sales*.” Although that IM has been rescinded, the Leasing Rule’s requirement that BLM will apply the preference criteria consistent with the principles in the IM remains. Those principles demand deferral of parcels with identified conflicts with the criteria.

The BLM should defer lease parcels with a low preference value. If the BLM does move forward any parcels that receive a low preference designation, the agency must explain the specific reasons for doing so.

While the regulations preference leasing parcels with “[p]roximity to existing oil and gas development,” 43 C.F.R. § 3120.32(a), some of these areas risk further concentrating and expanding development, exacerbating ongoing and historical degradation to the affected area and the public health of nearby communities. We urge the BLM not to assign an overall preference to lease parcels that are in proximity to existing oil and gas development or that are on lands with high development potential if the proposed parcels are on lands where other sensitive resources are present. In addition, we urge the BLM to document and prioritize community health and environmental justice impacts. The agency has documented proximity to residences and communities in other lease sales. *See, e.g.,* BUREAU OF LAND MGMT., PECOS DISTRICT OFFICE OIL AND GAS LEASE SALE, ENVIRONMENTAL ASSESSMENT, QUARTER 2 2024, DOI-BLM-NM-P000-2023-0002-EA, at 68 (Mar. 2024). The BLM should do so for this sale as well.

Determining leasing preference also requires the BLM to evaluate the obligation “to take any action required to prevent unnecessary or undue degradation of the lands.” 43 U.S.C. § 1732(b). The BLM has defined “unnecessary or undue degradation” as:

harm to resources or values that is not necessary to accomplish a use’s stated goals or is excessive or disproportionate to the proposed action or an existing disturbance. Unnecessary or undue degradation includes two distinct elements: “Unnecessary degradation” means harm to land resources or values that is not needed to accomplish a use’s stated goals. For example, approving a proposed access road causing damage to critical habitat for a plant listed as endangered

under the Endangered Species Act that could be located without any such impacts and still provide the needed access may result in unnecessary degradation.

“Undue degradation” means harm to land resources or values that is excessive or disproportionate to the proposed action or an existing disturbance. For example, approving a proposed access road causing damage to the only remaining critical habitat for a plant listed as endangered under the Endangered Species Act, even if there is not another location for the road, may result in undue degradation. The statutory obligation to prevent “unnecessary or undue degradation” applies when either unnecessary degradation or undue degradation, and not necessarily both, is implicated.

43 C.F.R. § 6101.2(aa). The BLM must explain how it is meeting this obligation with the parcels it moves forward in a lease sale and how application of the preference criteria do or do not fulfill this obligation to prevent unnecessary or undue degradation.

For the reasons discussed below, we recommend deferring 58 parcels:

- UT-2026-03-1662 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat)
- UT-2026-03-1672 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat)
- UT-2026-03-1673 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat, Mule Deer Crucial Habitat)
- UT-2026-03-1674 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1678 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1680 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1681 (Greater Sage-Grouse General Habitat Management Area, Pronghorn Crucial Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1683 (Greater Sage-Grouse General Habitat Management Area, Pronghorn Crucial Habitat)
- UT-2026-03-1684 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1687 (Greater Sage-Grouse Habitat General Habitat Management Areas)
- UT-2026-03-1688 (Greater Sage-Grouse Habitat General Habitat Management Areas)
- UT-2026-03-1689 (Mule Deer Crucial Winter Habitat)
- UT-2026-03-1691 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat)

- UT-2026-03-1696 (Greater Sage-Grouse Habitat General Habitat Management Areas, Mule Deer Crucial Habitat, Pronghorn Crucial Habitat)
- UT-2026-03-1698 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1702 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat, Proximity to Dinosaur National Monument)
- UT-2026-03-1703 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1705 (Elk Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1715 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1717 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-09-1719 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1734 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1742 (Greater Sage-Grouse Habitat General Habitat Management Areas, Mule Deer Crucial Habitat, Pronghorn Crucial Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1765 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1767 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1789 (Lands with Wilderness Characteristics)
- UT-2026-03-1791 (Elk Crucial Winter Habitat, Mule Deer Crucial Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1792 (Elk Crucial Winter Habitat, Mule Deer Crucial Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1798 (Mule Deer Crucial Habitat)
- UT-2026-03-1799 (Lands with Wilderness Characteristics)
- UT-2026-03-1808 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1810 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1815 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1816 (Greater Sage-Grouse Habitat General Habitat Management Areas)
- UT-2026-03-1817 (Greater Sage-Grouse Habitat General Habitat Management Areas, Mule Deer Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-1818 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)

- UT-2026-03-1823 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat)
- UT-2026-03-1825 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat)
- UT-2026-03-7778 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-7779 (Mule Deer Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-7781 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat)
- UT-2026-3-7782 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat)
- UT-2026-03-7784 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-7785 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-7786 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-7793 (Elk Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-7809 (Elk Crucial Winter Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-7813 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-7814 (Pronghorn Crucial Habitat)
- UT-2026-03-7823 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat)
- UT-2026-03-7824 (Mule Deer Crucial Winter Habitat)
- UT-2026-03-7825 (Mule Deer Crucial Winter Habitat)
- UT-2026-03-7826 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat)
- UT-2026-03-7830 (Mule Deer Crucial Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-7833 (Greater Sage-Grouse Habitat General Habitat Management Areas, Pronghorn Crucial Habitat, Lands with Wilderness Characteristics)
- UT-2026-03-7837 (Greater Sage-Grouse Habitat General Habitat Management Areas, Mule Deer Crucial Winter Habitat, Pronghorn Crucial Habitat, Proximity to Dinosaur National Monument)
- UT-2026-03-7840 (Greater Sage-Grouse Habitat General Habitat Management Areas, Mule Deer Crucial Winter Habitat, Pronghorn Crucial Habitat, Proximity to Dinosaur National Monument)
- UT-2026-03-7843 (Greater Sage-Grouse Habitat General Habitat Management Areas, Elk Crucial Winter Habitat)

The following subsections discuss environmental analysis for the BLM to include in its NEPA review and associated parcel deferral recommendations.

c. The BLM must analyze the impacts of leasing parcels in Greater sage-grouse habitat and designate as low preference for leasing and evaluate for deferral all parcels in General Habitat Management Areas.

The BLM will preference “lands that would not impair the proper functioning of [fish and wildlife] habitats or corridors.” *See* 43 C.F.R. § 3120.32(b). 33 of the proposed parcels overlap with General Habitat Management Areas (GHMA) for the Greater sage-grouse:

UT-2026-03-1662, -1672, -1673, -1674, -1678, -1681, -1683, -1684, -1687, -1688, -1691, -1696, -1698, -1702, -1715, -1742, -1810, -1815, -1816, -1817, -1818, -1823, -1825, -7781, -7782, -7784, -7813, -7823, -7826, -7833, -7837, -7840, and -7843). The BLM should designate these parcels as having a low preference for leasing and should evaluate deferring all parcels in GHMA under the 2015 Greater Sage-Grouse Resource Management Plan Amendments (the 2015 Plans). The BLM must thoroughly analyze the impacts to the sage-grouse of leasing in GHMA.

The BLM must provide a full analysis of the reasonably foreseeable impacts to sage-grouse from development on the proposed lease parcels. The agency has “specifically identified ‘oil and gas development’ as a ‘major threat’ to sage-grouse habitat.” *See Mont. Wildlife Fed’n*, 2025 U.S. App. LEXIS 1106, at *69. Previous lease sale analysis of sage-grouse impacts has been found to violate NEPA. *See Wilderness Soc’y v. U.S. Dep’t of the Interior*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *62 (D.D.C. Mar. 22, 2024). In *Wilderness Soc’y*, the district court recognized that BLM’s practice of simply claiming that impacts from leases will be “similar” to those discussed in the NEPA documents for the 2015 Plans falls short of what the law requires. *Id.* at *54–62. Instead, the NEPA analysis must address the *specific* lands being offered and develop a “prediction of how this lease sale will likely impact sage grouse populations in light of all available evidence, including the more recent science that has motivated [the BLM] to redraft the existing [2015 Plans].” *Id.* at *17; *see Western Watersheds Project v. Bernhardt*, 543 F. Supp. 3d 958, 991–93 (D. Idaho 2021). The BLM must conduct a more thorough analysis of sage-grouse impacts to comply with NEPA.

Deferral of parcels in habitat management areas is required. A key component of the 2015 Plans requires the BLM to prioritize new oil and gas leasing outside of GHMA to protect that habitat from future disturbance. The Ninth Circuit recently affirmed that “the government must take an affirmative role in encouraging oil and gas leasing in non-sage-grouse habitat.” *See Mont. Wildlife Fed’n*, 2025 U.S. App. LEXIS 1106, at *75. The BLM’s national policy addressing prioritization, IM 2018-026, has been struck down. *See Mont. Wildlife Fed’n v. Bernhardt*, No. 18-cv-69-GF-BMM, 2020 WL 2615631 (D. Mont. May 22, 2020), *aff’d*, U.S. App. LEXIS 1106

(9th Cir. Jan. 17, 2025). The agency has not adopted new national guidance on the prioritization requirement and has represented to the U.S. Montana District Court that the agency’s previous prioritization guidance (adopted in 2016) also is not in effect. As a result, there is currently no national guidance providing direction on how prioritization is to be applied.

What is clear is that the BLM cannot merely “respond to industry expressions of interest . . . in leasing specific land parcels,” but rather it must undertake “independent agency determinations of which parcels to offer for oil and gas leases.” *See Wilderness Soc’y*, U.S. App. LEXIS 1106, at 69. The approach the BLM has taken in Utah since the 2020 ruling fails to comply with the 2015 Plans. The agency must guide leasing away from GHMA lands. Stipulations are insufficient—the “Prioritization Objective imposes an affirmative requirement on the Bureau to ‘guide’ and ‘encourage’ development away from sage-grouse habitat.” *See Mont. Wildlife Fed’n*, 2025 U.S. App. LEXIS 1106, at *69–70.

In March 2021, U.S. Geological Survey (USGS) researchers released a report that provides one of the most comprehensive population trend modeling efforts ever undertaken for sage-grouse. *See* PETER S. COATES ET AL., RANGE-WIDE GREATER SAGE-GROUSE HIERARCHICAL MONITORING FRAMEWORK: IMPLICATIONS FOR DEFINING POPULATION BOUNDARIES, TREND ESTIMATION, AND A TARGETED ANNUAL WARNING SYSTEM (March 2021) (Part 1) [Ex. 2], <https://doi.org/10.3133/ofr20201154>. The report reveals that since 1965, sage-grouse populations have declined 80% range-wide, including in areas where the decline has not been as severe. *Id.* at 36. Since 2002, range-wide populations have declined 37%. *Id.* at 3. Also, 78% of leks have a greater than 50% probability of extirpation in the next 56 years. *Id.* at 52, 90. In September 2022, the USGS and other federal agencies released a report that found 1.3 million acres of habitat are transitioning each year from largely intact sagebrush sites to less functioning sagebrush habitat. *See* KEVIN DOHERTY ET AL., A SAGEBRUSH CONSERVATION DESIGN TO PROACTIVELY RESTORE AMERICA’S SAGEBRUSH BIOME: U.S. GEOLOGICAL SURVEY OPEN-FILE REPORT 2022–1081 (Sept. 22, 2022) [Ex. 3], <https://pubs.usgs.gov/of/2022/1081/ofr20221081.pdf>.

The science makes clear that the BLM’s focus must be to “stop the bleeding” on sage-grouse population losses. *See Wilderness Soc’y*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *59. The BLM must defer lease parcels in the bird’s habitat, including in GHMA.

d. The BLM must analyze the impacts of leasing parcels in big game habitat and designate as low preference for leasing and defer all parcels in such areas.

The agency will preference “lands that would not impair the proper functioning of [fish and wildlife] habitats or corridors.” 43 C.F.R. § 3120.32(b). 53 proposed parcels overlap with crucial big game habitat areas:

- UT-2026-03-1662 (Elk Crucial Winter Habitat)

- UT-2026-03-1672 (Elk Crucial Winter Habitat)
- UT-2026-03-1673 (Elk Crucial Winter Habitat, Mule Deer Crucial Habitat)
- UT-2026-03-1674 (Elk Crucial Winter Habitat)
- UT-2026-03-1678 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1680 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1681 (Pronghorn Crucial Habitat)
- UT-2026-03-1683 (Pronghorn Crucial Habitat)
- UT-2026-03-1684 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1689 (Mule Deer Crucial Winter Habitat)
- UT-2026-03-1691 (Pronghorn Crucial Habitat)
- UT-2026-03-1696 (Mule Deer Crucial Habitat, Pronghorn Crucial Habitat)
- UT-2026-03-1698 (Pronghorn Crucial Habitat)
- UT-2026-03-1702 (Pronghorn Crucial Habitat)
- UT-2026-03-1703 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1705 (Elk Crucial Winter Habitat)
- UT-2026-03-1715 (Elk Crucial Winter Habitat)
- UT-2026-03-1717 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-09-1719 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1734 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1742 (Mule Deer Crucial Habitat, Pronghorn Crucial Habitat)
- UT-2026-03-1765 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1767 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1791 (Elk Crucial Winter Habitat, Mule Deer Crucial Habitat)
- UT-2026-03-1792 (Elk Crucial Winter Habitat, Mule Deer Crucial Habitat)
- UT-2026-03-1798 (Mule Deer Crucial Habitat)
- UT-2026-03-1808 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1810 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1815 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1817 (Mule Deer Crucial Winter Habitat)
- UT-2026-03-1818 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-1823 (Pronghorn Crucial Habitat)
- UT-2026-03-1825 (Pronghorn Crucial Habitat)
- UT-2026-03-7778 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-7779 (Mule Deer Crucial Winter Habitat)
- UT-2026-03-7781 (Pronghorn Crucial Habitat)
- UT-2026-3-7782 (Pronghorn Crucial Habitat)
- UT-2026-03-7784 (Pronghorn Crucial Habitat)
- UT-2026-03-7785 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-7786 (Elk Crucial Winter Habitat, Mule Deer Crucial Winter Habitat)
- UT-2026-03-7793 (Elk Crucial Winter Habitat)

- UT-2026-03-7809 (Elk Crucial Winter Habitat)
- UT-2026-03-7813 (Pronghorn Crucial Habitat)
- UT-2026-03-7814 (Pronghorn Crucial Habitat)
- UT-2026-03-7823 (Pronghorn Crucial Habitat)
- UT-2026-03-7824 (Mule Deer Crucial Winter Habitat)
- UT-2026-03-7825 (Mule Deer Crucial Winter Habitat)
- UT-2026-03-7826 (Pronghorn Crucial Habitat)
- UT-2026-03-7830 (Mule Deer Crucial Habitat)
- UT-2026-03-7833 (Pronghorn Crucial Habitat)
- UT-2026-03-7837 (Mule Deer Crucial Winter Habitat, Pronghorn Crucial Habitat)
- UT-2026-03-7840 (Mule Deer Crucial Winter Habitat, Pronghorn Crucial Habitat)
- UT-2026-03-7843 (Elk Crucial Winter Habitat)

The BLM should designate all parcels as having a low preference for leasing and evaluate deferring all parcels. The BLM must thoroughly analyze the impacts to big game of leasing in these areas.

The BLM is required to manage public lands “in a manner that will provide food and habitat” for all wildlife. 43 U.S.C. § 1701(a)(8). The research is clear that big game herds suffer considerable losses from leasing and development on their critical winter range. *See, e.g.,* ADELE K. REINKING ET AL., *ACROSS SCALES, PRONGHORN SELECT SAGEBRUSH, AVOID FENCES, AND SHOW NEGATIVE RESPONSES TO ANTHROPOGENIC FEATURES IN WINTER* 10(5) ECOSPHERE 1 (May 2019) [Ex. 4], <https://esajournals.onlinelibrary.wiley.com/doi/epdf/10.1002/ecs2.2722>; BLM, ENVIRONMENTAL ASSESSMENT FOR WYOMING FIRST QUARTER 2024 COMPETITIVE LEASE SALE at 82–90, https://eplanning.blm.gov/public_projects/2025221/200555584/20105111/251005111/2024-03.20240304.0804.WSO.921.2024-03%20EA.pdf. Peer-reviewed research has demonstrated that mule deer respond unfavorably to oil and gas development in migratory habitats, often missing out on high-quality forage during the spring migration. *See* ELLEN O. AIKENS ET AL., INDUSTRIAL ENERGY DEVELOPMENT DECOUPLES UNGULATE MIGRATION FROM THE GREEN WAVE, 6 NATURE ECOLOGY & EVOLUTION 1733 (Oct. 2022) [Ex. 5], <https://doi.org/10.1038/s41559-022-01887-9>. Extensive leasing in crucial winter range or migration corridors have significant adverse impacts on Utah’s big game herds.

The BLM must provide a full analysis of the reasonably foreseeable impacts to big game populations from development on these particular lease parcels. The BLM’s prior approach to analyzing big game has been found to violate NEPA because it relied on analysis prepared for the agency’s resource management plans (RMPs) and lacked “anything resembling an estimate of how the lease sale [at issue] will impact these species.” *See Wilderness Soc’y*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *67. This approach is especially inadequate here because the BLM Utah’s RMPs for the Vernal and Richfield Field Offices (FOs) are both 17 years old, and new research has shown that big game are suffering substantial population losses

in areas of intensive oil and gas development. *Id.* at *63. The BLM “must use available evidence to reasonably forecast how these lease sales will affect . . . big game” on the specific lands being proposed for leasing. *Id.* at *68.

The BLM must also consider how drilling on the proposed parcels will add to habitat impairment from past, present, and reasonably foreseeable future drilling elsewhere in Utah’s big game habitat. In doing so, the agency must provide a baseline of impacts from existing development, including how much critical winter range acreage is directly disturbed or impaired in connection with ongoing and future development. The BLM has an obligation to determine whether the direct, indirect, and cumulative impacts of this lease sale will have a significant impact on big game, and thus whether an environmental impact statement is required.

The parcels noted above that overlap crucial big game habitat areas should be designated as low preference and deferred.

- e. The BLM must analyze the impacts of leasing parcels in close proximity to Dinosaur National Monument, and defer parcels from leasing on lands where development would impact the scenic and cultural resources present within the monument.**

Dinosaur National Monument, located on the border of Colorado and Utah, is well known for its exceptional history of human habitation dating back over 10,000 years, as well as its outstanding dinosaur fossil quarry and scenic river canyons. The monument tells the stories of 36 distinct Tribes and Pueblos as well as early explorers and homesteaders, hosts magnificent vistas that provide dramatic views of the remote surrounding landscape, and is rich in paleontological resources, geographical resources, wilderness character, and biological diversity that are all essential to achieving the purpose of the park and maintaining its significance.⁸

Under National Park System (NPS) planning guidelines, every unit of the NPS is to have a foundational document that provides basic guidance for planning and management decisions. In addition to identifying the NPS unit’s purpose, significance, fundamental resources and values, other important resources and values, and interpretive themes, the foundation document also identifies resource-related concerns including threats to the unit’s resources. The 2015 Foundation Document for Dinosaur National Monument identifies oil and gas activity on lands surrounding the monument as a threat to the monument’s air quality, dark night skies, and scenic vista viewsheds.⁹ Since at least the early 1980s, the BLM has regularly offered leases on federal

⁸ NPS, Foundation Document for Dinosaur National Monument at 6-10 (July 2015), <https://nps.history.com/publications/foundation-documents/dino-fd-2015.pdf>.

⁹ *Id.* at 20.

lands in proximity to the monument,¹⁰ resulting in tens of thousands of oil and gas wells having been drilled in the surrounding landscape.¹¹

Three of the proposed parcels for this lease sale are in close proximity to Dinosaur National Monument: UT-2026-03-1702, -7837, and -7840 are located less than 10 miles from the Canyon Visitor Center at the southern entrance to the monument on the Colorado side. The BLM must provide a full analysis of the reasonably foreseeable impacts to the cultural and natural resources present within Dinosaur National Monument from development on the proposed lease parcel. Development in close vicinity to the Canyon Visitor Center could impact the visitor experience by intruding on visual resources, notably the dramatic views that are available along the Harpers Corner Road. In applying the leasing preference criteria for the parcels proposed for this lease sale, parcels UT-2026-03-1702, -7837, and -7840 should, therefore, be designated as low preference for leasing and deferred.

f. The BLM should analyze and defer parcels that overlap with inventoried Lands with Wilderness Characteristics (LWC) until management decisions are made for those lands in order to comply with NEPA and FLMPA.

The BLM must inventory and consider lands with wilderness characteristics (LWC) under FLPMA. 43 U.S.C. § 1711(a); *see Ore. Natural Desert Ass'n v. Bureau of Land Mgmt.*, 625 F.3d 1092, 1122 (9th Cir. 2008). The BLM has exercised its discretion to defer parcels occurring on LWCs and WSAs, where management direction has not been made or where lands are being managed under such designations. For example, the Grand Junction Field Office deferred lease parcels from its December 2017 lease sale in areas that the BLM inventoried and found to have wilderness characteristics. The BLM stated: “Portions of the following parcels were deferred due to having lands with wilderness characteristics that require further evaluation.” *See* DOI-BLM-CO-N050-2017-0051-DNA, at 1 (Dec. 6, 2017). The Grand Junction Field Office completed its RMP revision in 2015 but still determined that it was inappropriate to lease areas that had been inventoried and found to possess wilderness characteristics because the RMP was completed in order to allow the agency to consider management options for those wilderness resources. The BLM should similarly defer leasing in inventoried LWCs for which management decisions have not been made or which are actively being managed based on these designations. This approach is consistent with agency policy and authority and is critical to preserving the BLM’s ability to make management decisions for those wilderness resources through a public planning process.

¹⁰ BLM, ENVIRONMENTAL ASSESSMENT FOR UTAH FOURTH QUARTER 2017 COMPETITIVE LEASE SALE, https://eplanning.blm.gov/public_projects/nepa/80165/130450/158729/Final_Vernal_EA.pdf.

¹¹ Utah Department of Natural Resources, Division of Oil, Gas and Mining, <https://oilgas.ogm.utah.gov/oilgasweb/live-data-search/ldswell/well-main.xhtml>.

Of the 59 parcels proposed for this lease sale, 25 parcels overlap with BLM-recognized LWC units: UT-2026-03-1674, -1680, -1681, -1698, -1703, -1705, -1715, -1719, -1734, -1742, -1765, -1767, -1789, -1791, -1792, -1799, -1817, -7779, -7784, -7785, -7793, -7809, -7813, -7830, and -7833.

The BLM has not yet made management decisions in its land use plans for how four of the impacted LWC units (Dragon Canyon, Archy Bench_A, Coyote Basin_A, and Park Canyon_A) will be managed relative to wilderness characteristics.¹² The BLM must preserve its ability to decide whether and how to protectively manage wilderness resources in a public planning process. Such decisions could be foreclosed by leasing those lands to the oil and gas industry at this time. The BLM should, therefore, defer all leases that overlap with the Dragon Canyon, Archy Bench_A, Coyote Basin_A, and Park Canyon_A LWC units until the agency has the opportunity to make management decisions for those areas through a public planning process.

In addition, in the 2008 Approved RMP for the Vernal Field Office, the Bitter Creek and Lower Bitter Creek LWCs were two of ten LWC units that the BLM declined to manage for wilderness characteristics, based on the significant presence of existing oil and gas leases in those areas. *See* BLM-UT-PL-09-003-1610, at 33-34 (Oct. 31, 2008). Continuing to lease in the Bitter Creek and Lower Bitter Creek areas will likely mean that future management decisions will meet the same foregone conclusion. The BLM must provide a full analysis of how the reasonably foreseeable impacts to wilderness character from leasing and development on the proposed parcels that overlap the Bitter Creek and Lower Bitter Creek LWC units could affect both the BLM's ability and the BLM's proclivity to manage the lands relative to wilderness characteristics in the future.

Lastly, the final LWC unit impacted by leasing on the proposed parcels, White River, was selected for management of wilderness characteristics in the 2008 Approved RMP for the Vernal Field Office. While the White River area is currently managed under a NSO stipulation due to its high potential for the occurrence of oil and gas resources, the BLM must still provide a full analysis of reasonably foreseeable impacts to the area's wilderness character from leasing and development on the proposed parcels.

g. The BLM must analyze greenhouse gas (GHG) emissions and climate effects and factor GHG emissions and climate effects into its leasing decisions.

The BLM must not only properly analyze and quantify the direct, indirect, and cumulative GHG emissions and climate impacts that may result from leasing, but it must also factor GHG emissions into its leasing decisions. *See Wilderness Soc'y*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *91. As one court explained: "Any claim that the analysis of GHG

¹² BLM UT, Lands with Wilderness Characteristics (2024), <https://gbp-blm-egis.hub.arcgis.com/maps/78a226dd1ca04d14b8555e3195e831d7/about>.

emissions was informational only and did not inform BLM’s decision-making is hard to square with [NEPA’s] purpose.” *Id.* at *87. The agency must also consider unquantified effects, recognize the worldwide and long-range character of climate change impacts, and incorporate this analysis of ecological information into its environmental analysis. *See* 42 U.S.C. §§ 4332(2)(A), (B), (D), (I) & (K). The BLM has the tools to undertake this analysis. Failing to do so for this lease sale would be arbitrary and capricious.

The MLA requires the Secretary of the Interior to lease lands for oil and gas development only in the public interest. *See* 30 U.S.C. § 192. In its NEPA analysis, the BLM can and must consider adverse effects to health and the environment—part of the public interest—when determining whether to lease. *See* 43 U.S.C. § 1732(b) (requiring the BLM to prevent unnecessary and undue degradation); *cf. Sierra Club v. Fed. Energy Regulatory Comm’n*, 867 F.3d at 1373–74 (explaining that whether an agency must analyze certain environmental effects under NEPA turns on the question, “What factors can [the agency] consider when regulating in its proper sphere,” and holding that the agency must consider direct and indirect environmental effects because the statute at issue indeed vested the agency with authority to deny the project based on harm to the environment (internal quotation marks omitted)). Such adverse environmental effects include those caused by GHG emissions and impacts on the climate.

Court decisions clearly establish that NEPA mandates consideration and analysis of the indirect and cumulative climate impacts of BLM fossil fuel production decisions, including at the leasing stage.¹³ The BLM must ensure it fully considers not only the GHG emissions from prospective wells drilled on the leases sold at this lease sale—and the climate change impacts of those GHG emissions—but also the impacts of other federal lease sales in the state, region, and nation, as well as impacts from GHG emissions from non-Federal sources. The BLM must consider GHG

¹³ *See, e.g., 350 Mont. v. Haaland*, 50 F.4th 1254, 1266–70 (9th Cir. 2022); *Vecinos para el Bienestar de la Comunidad Costera v. FERC*, 6 F.4th 1321, 1329–30 (D.C. Cir. 2021); *Sierra Club v. Fed. Energy Regulatory Comm’n*, 867 F.3d at 1371–75 (requiring quantification of indirect greenhouse gas emissions); *Ctr. for Biological Diversity v. Nat’l Highway Transp. Safety Admin.*, 538 F.3d 1172, 1215–16 (9th Cir. 2008) (requiring assessment of the cumulative impacts of climate change); *WildEarth Guardians v. U.S. Bureau of Land Mgmt.*, 870 F.3d 1222, 1236–38 (10th Cir. 2017); *Mid States Coal. for Progress v. Surface Transp. Bd.*, 345 F.3d 520, 550 (8th Cir. 2003); *Wilderness Soc’y*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *83–92 (explaining that the BLM cannot “overlook[] what is widely regarded as the most pressing environmental threat facing the world today”); *WildEarth Guardians v. Zinke*, 368 F. Supp. 3d 41, 63, 67–77 (D.D.C. 2019) (invalidating nine BLM NEPA analyses in support of oil and gas lease sales because “BLM did not take a hard look at drilling-related and downstream [greenhouse gas] emissions from the leased parcels and, it failed to sufficiently compare those emissions to regional and national emissions”). The Supreme Court’s recent decision in *Seven County Infrastructure Coalition v. Eagle County*, 605 U.S. at ___, Slip Op. (May 29, 2025), does not alter the BLM’s NEPA obligations to analyze GHG emissions and climate impacts for this lease sale. *Seven County* affirmed that agencies must still analyze indirect effects under NEPA. *See* Slip Op. at 16. The downstream GHG emissions that will result from this lease sale are indirect effects that require analysis. By controlling the oil and gas leasing process, the BLM possesses regulatory authority over managing the oil or gas subject to the prospective leasehold. *Cf. id.* at 4 (“[T]he Board possesses no authority or control over potential future oil and gas development in the Basin.” (citation modified)) & 4 (Sotomayor, J., concurring in judgment) (“[T]he Board cannot control the products transported on the proposed rail line.” (citation modified)). The oil or gas to be extracted is directly related to the leases at issue and thus not too proximately separate in time or place. *See id.* at 15–18. As such, under a rule of reason, the BLM must analyze the GHG emissions that would result because it manages and exerts authority over the oil or gas, which is directly related to this lease sale. *See id.* at 16 (“To be clear, the environmental effects of the project at issue may fall within NEPA even if those effects might extend outside the geographical territory of the project or might materialize later in time” (emphasis in original)).

emissions in the aggregate along with other foreseeable emissions. Such analysis is necessary to meet the cumulative impacts demands of NEPA.

The indirect and cumulative impacts must be given meaningful context, including within carbon budgets, rather than simply dismissed as insignificant compared to national or global total GHG emissions. *See, e.g., WildEarth Guardians*, 368 F. Supp. 3d at 77. “Without establishing the baseline conditions . . . there is simply no way to determine what effect the proposed [action] will have on the environment and, consequently, no way to comply with NEPA.” *Half Moon Bay Fisherman’s Marketing Ass’n v. Carlucci*, 857 F.2d 505, 510 (9th Cir. 1988). Excluding climate change effects from the environmental baseline ignores the reality that the impacts of proposed actions must be evaluated based on the already deteriorating, climate-impacted state of the resources, ecosystems, human communities, and structures that will be affected. The BLM’s climate effects analysis “must give a realistic evaluation of the total impacts and cannot isolate a proposed project, viewing it in a vacuum.” *Grand Canyon Trust v. Fed. Aviation Admin.*, 290 F.3d 339, 342 (D.C. Cir. 2002).¹⁴

In analyzing these impacts, the BLM must consider the full lifecycle of development activities and GHG emissions that are reasonably foreseeable under a BLM oil and gas lease. The social cost of greenhouse gases (SC-GHG) is a useful tool to aid in this analysis. Courts have rejected agency refusals to properly quantify the impact of GHG emissions.¹⁵ While NEPA does not require a cost-benefit analysis, it is “nonetheless arbitrary and capricious to quantify the *benefits* . . . and then explain that a similar analysis of the *costs* was impossible when such an analysis was in fact possible.” *High Country Conservation Advocates v. United States Forest Serv.*, 52 F. Supp. 3d 1174, 1191 (D. Colo. 2014) (emphases in original). Monetizing climate damages using the SC-GHG helps the agency assess the incremental and actual effects bearing on the public

¹⁴ *See also Great Basin Mine Watch v. Hankins*, 456 F.3d 955, 973–74 (9th Cir. 2006) (holding agency’s cumulative impacts analysis insufficient based on failure to discuss other mining projects in the region); *Kern v. BLM*, 284 F.3d 1062, 1078 (9th Cir. 2002) (holding that BLM arbitrarily failed to include cumulative impacts analysis of reasonably foreseeable future timber sales in the same district as the current sale); *Blue Mountains Biodiversity Project v. Blackwood*, 161 F.3d 1208, 1214–16 (9th Cir. 1998) (overturning Forest Service EA that analyzed impacts of only one of five concurrent logging projects in the same region); *San Juan Citizens All. v. United States BLM*, 326 F. Supp. 3d 1227, 1248 (D.N.M. 2018) (holding that BLM failed to take a hard look at the cumulative impact of GHG emissions (citing *Ctr. for Biological Diversity v. Nat’l Highway Traffic Safety Admin.*, 538 F.3d 1172, 1217 (9th Cir. 2008) (concluding that an agency “must provide the necessary contextual information about the cumulative and incremental environmental impacts” because even though the impact might be “individually minor,” its impact together with the impacts of other actions would be “collectively significant”))).

¹⁵ *See, e.g., Montana Env’t Info. Ctr. v. U.S. Office of Surface Mining*, 274 F. Supp. 3d 1074, 1094–99 (D. Mont. 2017) (rejecting agency’s failure to incorporate the federal SCC estimates into its cost-benefit analysis of a proposed mine expansion); *see also Zero Zone, Inc. v. U.S. Dep’t of Energy*, 832 F.3d 654, 679 (7th Cir. 2016) (holding estimates of the social cost of carbon (SCC) used to date by agencies were reasonable); *High Country Conservation Advocs. V. U.S. Forest Serv.*, 52 F. Supp. 3d 1174, 1190–93 (D. Colo. 2014) (holding the SCC was an available tool to quantify the significance of GHG impacts, and it was “arbitrary and capricious to quantify the *benefits* of the lease modifications and then explain that a similar analysis of the costs was impossible”) (emphasis in original). An agency may not assert that the social cost of fossil fuel development is zero: “by deciding not to quantify the costs at all, the agencies effectively zeroed out the costs in its quantitative analysis.” *High Country Conservation Advocates*, 52 F. Supp. 3d at 1192; *see Ctr. for Biological Diversity v. Nat’l Highway Traffic Safety Admin.*, 538 F.3d 1172, 1200 (9th Cir. 2008) (holding that while there is a range potential social cost figures, “the value of carbon emissions reduction is certainly not zero”).

interest. SC-GHG calculates how the emission of an additional unit of GHG affects atmospheric greenhouse concentrations, how that change in atmospheric concentrations changes temperature, and how that change in temperature incrementally contributes to economic damages, including property damages, energy demand effects, lost agricultural productivity, human mortality and morbidity, lost ecosystem services and non-market amenities, and others. *See, e.g.*, INTERAGENCY WORKING GRP. ON SOC. COST OF CARBON, TECHNICAL SUPPORT DOCUMENT: SOCIAL COST OF CARBON FOR REGULATORY IMPACT ANALYSIS (2010) [Ex. 6]. The SC-GHG therefore captures the factors that actually affect public welfare and assesses the degree of impact to each factor, in ways that simply estimating the volume of emissions cannot.

h. The BLM must take a hard look at impacts to groundwater from well construction practices and hydraulic fracturing.

NEPA requires the BLM to assess all the potential environmental impacts from oil and gas leases before it offers those leases to operators. That responsibility includes taking a “hard look” at how development on those leases could impact groundwater. *See WildEarth Guardians v. U.S. Bureau of Land Mgmt.*, 457 F. Supp. 3d 880, 886–89 (D. Mont. 2020).

Groundwater is a critical resource that supplies many communities, particularly rural ones, with drinking water. Protecting these resources is imperative to protect human health and the environment, especially because groundwater will become more important as increased aridity and higher temperatures due to climate change alter water use, quality, and availability. The EPA has noted that existing drinking water resources “may not be sufficient in some locations to meet future demand” and that future sources of fresh drinking “will likely be affected by changes in climate and water use.” U.S. ENVIRONMENTAL PROTECTION AGENCY, HYDRAULIC FRACTURING FOR OIL AND GAS: IMPACTS FROM THE HYDRAULIC FRACTURING WATER CYCLE ON DRINKING WATER RESOURCES IN THE UNITED STATES, EPA/600/R-16/236F, at 2-1 to 2-18 (Dec. 2016) [Ex. 7], <https://cfpub.epa.gov/ncea/hfstudy/recordisplay.cfm?deid=332990>. As a result, the BLM must protect aquifers currently used for drinking water and deeper and higher-salinity aquifers that may be needed in coming decades.

Oil and gas drilling involves boring wells to depths thousands of feet below the surface, often through or just above groundwater aquifers. Without proper well construction and vertical separation between aquifers and producing formations, oil and gas development can contaminate underground sources of water. *See, e.g.*, GAYATHRI VAIDYANATHAN, *FRACKING CAN CONTAMINATE THE DRINKING WATER*, SCI. AM. (Apr. 4, 2016) [Ex. 8], <https://www.scientificamerican.com/article/fracking-can-contaminate-drinking-water/>; DOMINIC C. DIGIULIO & ROBERT A. JACKSON, *IMPACT TO UNDERGROUND SOURCES OF DRINKING WATER AND DOMESTIC WELLS FROM PRODUCTION WELL STIMULATION AND COMPLETION PRACTICES IN THE PAVILION, WYOMING FIELD*, 50 ENVTL. SCI. & TECH. 4524, 4524–4536 (Mar. 29, 2016) [Ex. 9] [hereinafter DiGiulio 2016]. However, federal rules and regulations do not provide specific directions for the

BLM and operators on how to protect all usable water. As a result, agency regulations, like the 43 C.F.R. § 3172.7 (formerly Onshore Order No. 2) requirement to “protect and/or isolate all usable water zones,” are inconsistently applied and often disregarded in practice. *See* BLM, REGULATORY IMPACT ANALYSIS FOR THE FINAL RULE TO RESCIND THE 2015 HYDRAULIC FRACTURING RULE at 44–45 (Dec. 2017), <https://beta.regulations.gov/document/BLM-2017-0001-0464>.

Industry has admitted that it often does not protect usable water in practice. Western Energy Alliance (WEA) and the Independent Petroleum Association of America have told the BLM that the “existing practice for locating and protecting usable water” does not measure the numerical quality of water underlying drilling locations and therefore does not consider whether all usable water would be protected during drilling. WEA and the Independent Petroleum Association of America, Sept. 25, 2017, comments Re: RIN 1004-AE52, Oil and Gas; Hydraulic Fracturing on Federal and Indian Lands; Rescission of a 2015 Rule (82 Fed. Reg. 34,464) (2017 WEA comments), at 59, <https://www.regulations.gov/document?D=BLM-2017-0001-0412>. Multiple reports studying samples of existing federal oil and gas wells in Wyoming and Montana confirm industry admissions that well casing and cementing practices do not always protect underground sources of drinking water. *See, e.g.*, REBECCA TISHERMAN, ET AL., EXAMINATION OF GROUNDWATER RESOURCES IN AREAS OF WYOMING PROPOSED FOR THE JUNE 2022 BLM LEASE SALE (May 12, 2022) [hereinafter TISHERMAN REPORT] [Ex. 10], https://eplanning.blm.gov/public_projects/2015538/200495187/20062621/250068803/Exhibit%20119-%20PSE%20WY%20Report%20May%202022%20Final.pdf; DOMINIC DIGIULIO, EXAMINATION OF GROUNDWATER RESOURCES IN AREAS OF MONTANA PROPOSED FOR THE MARCH 2018 BLM LEASE SALE (Dec. 22, 2017) [hereinafter DIGIULIO REPORT] [Ex. 11], https://eplanning.blm.gov/public_projects/nepa/87551/136880/167234/Earthjustice_Protest_1-12-2018.pdf (Exhibit D to David Katz and Jack and Bonnie Martinell’s protest of the March 13, 2018, BLM Montana-Dakotas oil and gas lease sales). A study of hydraulic fracturing in Pavillion, Wyoming, indicated that oil and gas drilling had contaminated underground sources of drinking water in that area due to lack of vertical separation between the aquifer and target formation. *See* DiGiulio 2016, at 4532. Indeed, multiple courts have invalidated BLM lease sales in recent years due to the agency’s failure to grapple with this evidence. *See Wilderness Soc’y*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *14–50; *WildEarth Guardians*, 457 F. Supp. 3d at 886–89.

Given these risks to a critical resource, the BLM must evaluate potential groundwater impairment from any lease parcels it proposes to offer. The BLM must provide a detailed accounting of all groundwater resources that could be impacted in the areas considered for leasing, including usable aquifers that may not currently be used as a drinking water supply. The accounting must include, at minimum, all aquifers with up to 10,000 parts per million total dissolved solids (the standard for usable water and underground sources of drinking water). This data is readily available from the USGS and other resources, *see* TISHERMAN REPORT & DIGIULIO

REPORT, and the BLM cannot substitute existing drinking water wells or other inadequate proxies for a full description of all potentially usable groundwater resources in the area. The BLM must provide an explanation of the impacts to usable water zones where fracking is already occurring (even if those zones are not currently being used as a drinking water source), and how that fracking may degrade the quality of groundwater.

The BLM must then use that accounting to assess how new oil and gas wells might impact these resources. That evaluation must assess the sufficiency of protective measures that will be employed, including the depth of surface casing, the extent to which deeper areas of the wellbore are both cased and cemented (especially across zones containing groundwater with less than 10,000 ppm TDS), and vertical separation between aquifers and the oil and gas formations likely to be hydraulically fractured. In assessing these protections, the BLM cannot presume that state and federal regulations will protect groundwater, because of the shortcomings and industry noncompliance described above.

i. The BLM must properly analyze methane emissions that would result from this lease sale.

The BLM must take the requisite hard look at the impacts of methane emissions that will result from development of and production on these lease parcels, including the economic, public health, and public welfare impacts of venting and flaring. *See, e.g.*, ENVIRONMENTAL DEFENSE FUND, FLARING AERIAL SURVEY RESULTS (2021) [Ex. 12],

<https://www.permianmap.org/flaring-emissions/>. In 2019 alone, venting or flaring accounted for roughly 150 billion cubic feet of methane, resulting in the loss of over \$50 million in federal royalty revenue. This waste also means lost royalty revenues for taxpayers and Tribes. An analysis conducted by Synapse Energy Economics determined the value of lost gas in the form of: (1) lost royalties; (2) lost state revenue from taxes; and (3) lost revenue from wasted natural gas that could be used for other purposes. The study found that \$63.3 million in royalties, \$18.8 million in state revenue from taxes (from the top six states), and \$509 million in gas value was lost due to venting, flaring, and leaks on federal and Tribal lands. OLIVIA GRIOT ET AL., ONSHORE NATURAL GAS OPERATIONS ON FEDERAL AND TRIBAL LANDS IN THE UNITED STATES: ANALYSIS OF EMISSIONS AND LOST REVENUE, SYNAPSE ENERGY ECONOMICS INC. at 3 (Jan. 20, 2023) [hereinafter GRIOT ET AL.] [Ex. 13], https://blogs.edf.org/energyexchange/files/2023/01/EMBARGOED_EDF-TCS_Public_Lands_Analysis.pdf. The report found that, in 2019, leaks accounted for 46% and flaring for 54% of lost gas. *See id.* at 23.

Venting and flaring on Tribal and federal public lands has significant health impacts on frontline and fence line communities. *See e.g.*, JEREMY PROVILLÉ ET AL., *THE DEMOGRAPHIC CHARACTERISTICS OF POPULATIONS LIVING NEAR OIL AND GAS WELLS IN THE USA*: 44 POPULATION AND ENV'T 1 (2022) [Ex.

14], <https://doi.org/10.1007/s11111-022-00403-2>. Proximity to oil and gas infrastructure creates disproportionate adverse health risks and impacts on Indigenous communities in particular. *See, e.g., id.* at 2–5. Over 18 million people live within a mile of an oil and gas well. *Id.* at 10. Another study links flaring to shorter gestation and reduced fetal growth. *See* LARA J. CUSHING ET AL., *FLARING FROM UNCONVENTIONAL OIL AND GAS DEVELOPMENT AND BIRTH OUTCOMES IN THE EAGLE FORD SHALE IN SOUTH TEXAS*, 128 ENVTL. HEALTH PERSPECTIVES 077003-1, 077003-1 to 077003-8 (2020) [Ex. 15]. Reducing waste from flaring on federal and Tribal lands would lessen these harms. Therefore, the BLM should not issue additional oil and gas leases until the agency addresses waste on Tribal and federal public lands.

j. The BLM must analyze the impacts of oil and gas leasing on public health.

Protecting public health is fundamental to the underlying purpose of NEPA, which includes “stimulat[ing] the health and welfare of man” and mandates that agencies consider the degree to which their proposed actions affect public health or safety. 42 U.S.C § 4321. NEPA requires federal agencies “to use all practicable means, consistent with other essential considerations of national policy” to “assure for all Americans safe, healthful, productive and aesthetically and culturally pleasing surroundings.” *Id.* § 4331(b). To protect public health and promote informed agency decision-making, transparency, and public participation, NEPA imposes “action-forcing procedures ... requir[ing] that agencies take a hard look at environmental consequences,” *Robertson*, 490 U.S. at 350, which includes public health.

Oil and gas development poses myriad public health impacts. An extensive and ever-growing body of peer-reviewed research has shown what people living near oil and gas operations already know firsthand: proximity to drilling operations, including hydraulic fracturing, and other oil and gas facilities is linked to adverse health risks and impacts. These risks and impacts include but are not limited to:

- Reproductive harms, including birth defects, low birth weight, preterm births, and miscarriages;
- Respiratory health effects, including asthma, lung disease, breathing difficulty, and, most recently, increased vulnerability to COVID-19;
- Eye, skin, and throat irritation and rashes;
- Cardiovascular effects, including higher blood pressure and other indicators of, or precursors to, heart disease;
- Possible disruption of the endocrine system (a system of glands producing hormones that regulate a variety of functions in the body, including metabolism, growth and development, reproduction, sleep, and mood);
- Cancer (lung cancer and other types of cancer);

- Motor vehicle injuries and fatalities, and other health and safety risks associated with increased vehicle traffic (and the air pollutants it emits) from oil and gas development;
- Injuries and fatalities from explosions, fires, spills, and leaks; and
- Trauma and psychological stress.

See, e.g., ZOTERO, PHYSICIANS, SCIENTISTS, AND ENGINEERS FOR HEALTHY ENERGY, REPOSITORY FOR OIL AND GAS ENERGY RESEARCH (ROGER) DATABASE, HEALTH, https://www.zotero.org/groups/248773/repository_for_oil_and_gas_energy_research_roger_-_ps_e_healthy_energy/collections/SASKSKDG (last visited Oct. 21, 2025).

The ROGER database contains the best available scientific information, which shows the voluminous public health risks and impacts associated with oil and gas activities that result from the BLM’s leasing decisions.¹⁶ Multiple peer-reviewed papers have identified adverse health effects and risks arising from exposure to unconventional oil and gas drilling operations, even within a large radius of residences, potentially up to 10 miles. See JANET CURRIE ET AL., *HYDRAULIC FRACTURING AND INFANT HEALTH: NEW EVIDENCE FROM PENNSYLVANIA*, 3 SCIENCE ADVANCES 1, 5 (Dec. 13, 2017) [Ex. 20] (finding evidence of negative health effects of in utero exposure to fracking sites within 3 km, or about 1.86 miles, of a mother’s residence, with the largest health impacts seen within 1 km, or about 0.62 miles). For example, one study found that babies whose mothers lived in close proximity to multiple oil and gas wells were 30% more likely to be born with heart defects than babies born to mothers who did not live close to oil and gas wells. See LISA M. MCKENZIE ET AL., *BIRTH OUTCOMES AND MATERNAL RESIDENT PROXIMITY TO NATURAL GAS DEVELOPMENT IN RURAL COLORADO*, 122 ENVIRONMENTAL HEALTH PERSPECTIVES 412, 414 (April 2014) [Ex. 21]. Other adverse health impacts documented among residents living near drilling and fracking operations include increased reproductive harms, asthma attacks, higher rates of hospitalization, ambulance runs, emergency room visits, self-reported respiratory problems and rashes, motor vehicle fatalities, trauma, and drug abuse. See CONCERNED HEALTH PROFESSIONALS OF NY, PHYSICIANS FOR SOCIAL RESPONSIBILITY, *COMPENDIUM OF SCIENTIFIC, MEDICAL, AND MEDIA FINDINGS DEMONSTRATING RISKS AND HARMS OF FRACKING (UNCONVENTIONAL GAS AND OIL EXTRACTION)* at 27 (6th ed. 2019) [Ex. 22]. Another recent study found that fracking and drilling near people’s homes “drives stress experiences that go beyond the mere presence of industrial land uses in neighborhoods” and identified two key institutional barriers driving negative mental health impacts for people living near unconventional oil and gas (UOG) production—namely: (1) uncertainty, due to inaccessible, transparent information about environmental and public health risks; and (2) powerlessness to meaningfully impact regulatory or zoning processes. See STEPHANIE A. MALIN, *DEPRESSED DEMOCRACY, ENVIRONMENTAL INJUSTICE: EXPLORING THE NEGATIVE MENTAL HEALTH*

¹⁶ See, e.g., LONGXIANG LI ET AL., *EXPOSURE TO UNCONVENTIONAL OIL AND GAS DEVELOPMENT AND ALL-CAUSE MORTALITY IN MEDICARE BENEFICIARIES*, 7 NATURE ENERGY 177 (2022) [Ex. 16]; ZOYA BANAN & JEREMY M. GERNAND, *EMISSIONS OF PARTICULATE MATTER DUE TO MARCELLUS SHALE GAS DEVELOPMENT IN PENNSYLVANIA: MAPPING THE IMPLICATIONS*, 148 ENERGY POLICY 1 (2021) [Ex. 17]; KATIE JO BLACK ET AL., *ECONOMIC, ENVIRONMENTAL, AND HEALTH IMPACTS OF THE FRACKING BOOM*, 13 ANNUAL REVIEW OF RESOURCE ECONOMICS 311 (2021) [Ex. 18]; R.Z. WITTER, *OCCUPATIONAL EXPOSURES IN THE OIL AND GAS EXTRACTION INDUSTRY: STATE OF THE SCIENCE AND RESEARCH RECOMMENDATIONS*, AMERICAN JOURNAL OF INDUSTRIAL MEDICINE (2014) [Ex. 19].

IMPLICATIONS OF UNCONVENTIONAL OIL AND GAS PRODUCTION IN THE UNITED STATES, 70 ENERGY RESEARCH & SOCIAL SCIENCE 1, 2 (2020) [Ex. 23]. In turn, “these institutional barriers make UOG production a chronic stressor – which can be more insidious, negative, and, significantly, can generate longer-term mental health impacts such as self-reported depression.” *Id.* (citation omitted). The BLM must take a hard look at the adverse health risks and effects associated with proximity to oil and gas activity and facilities and disclose them to the public. The agency should disclose, at the least, how many residences are within approximately 1, 5, and 10 miles of the proposed leases.

The BLM must take a hard look not only at direct health impacts and proximity-related health impacts of oil and gas development, but also at cumulative health risks and impacts. Cumulative health risks and impacts can arise not only from multiple pollutant exposures, and cumulative pollution exposures over time, but also from compounding structural, social, and economic factors, many of which are rooted in systemic inequities and injustices. To adequately analyze human health impacts, the BLM should incorporate findings from regionally relevant health impact assessments (HIAs). An HIA is a preventative health tool that anticipates the human health impacts of new or existing development projects, programs, or policies. The overall goal of this type of assessment is to identify and minimize negative health effects of a particular action, such as oil and gas development and production.

k. The BLM should thoroughly analyze the impacts of oil and gas leasing on environmental justice.

The BLM must analyze the lease sale’s impact on environmental justice, and not only in relation to health. Courts have repeatedly held that agencies must take a hard look at environmental justice pursuant to NEPA.¹⁷ The agency’s failure to undertake such analysis would be arbitrary and capricious.

l. The BLM must consider a range of reasonable alternatives.

The BLM must evaluate a range of reasonable alternatives in the NEPA document prepared for this lease sale. The range of alternatives is the heart of a NEPA document because “[w]ithout substantive, comparative environmental impact information regarding other possible courses of action, the ability of [a NEPA analysis] to inform agency deliberation and facilitate public involvement would be greatly degraded.” *New Mexico ex rel. Richardson*, 565 F.3d at 683, 708. NEPA analysis must cover a reasonable range of alternatives so that an agency can make an informed choice from the spectrum of reasonable options. An environmental review offering a choice between leasing every parcel nominated and leasing nothing at all under the no-action

¹⁷ See, e.g., *Friends of Buckingham v. State Air Pollution Control Bd.*, 947 F.3d 68, 87 (4th Cir. 2020); *Latin Ams. for Social & Econ. Dev. v. Fed. Highway Admin.*, 756 F.3d 447, 465 (6th Cir. 2014); *Coliseum Square Ass’n, Inc. v. Jackson*, 465 F.3d 215, 232 (5th Cir. 2006); *Cmtys. Against Runway Expansion, Inc. v. FAA*, 355 F.3d 678, 689 (D.C. Cir. 2004).

alternative fails to present a reasonable range of alternatives. A middle-ground alternative must consider deferring at least some parcels.

Such an alternative is particularly important when considering impacts to specific resources, such as big game habitat. For this lease sale, the BLM must evaluate an alternative that would defer leasing on some or all parcels overlapping crucial habitat areas for big game, along with deferrals based on other use conflicts. Deferring parcels with such conservation conflicts—and certainly parcels that the BLM itself designates as having low preference for leasing—is precisely what the Leasing Rule contemplates.

m. The BLM must properly evaluate mitigation measures.

NEPA requires BLM to include a discussion of possible mitigation measures in an environmental assessment. *See WildEarth Guardians v. U.S. Fish & Wildlife Serv.*, 784 F.3d 677, 698 (10th Cir. 2015) (ruling that an EA must “explore mitigation measures where it acknowledges the possibility that the agency action will cause environmental harm”). The BLM must, in order, seek to avoid impacts, minimize impacts, and, only if those approaches are insufficient to fully mitigate the impacts, appropriately and sufficiently offset any remaining impacts.

V. Conclusion

We appreciate your consideration of these comments. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,

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Exhibit Index to Rocky Mountain Wild et al. Scoping comments on parcels under consideration for inclusion in the BLM Utah 2026 First Quarter Oil and Gas Lease Sale (DOI-BLM-UT-0000-2026-0001-EA)

<u>Appendix No.</u>	<u>Exhibit No.</u>	<u>Title/Description</u>
1a	1a	EARTHJUSTICE ET AL., DEPARTMENT OF THE INTERIOR EMERGENCY NEPA PROCEDURES (MAY 16, 2025)
1b	2	PETER S. COATES ET AL., RANGE-WIDE GREATER SAGE-GROUSE HIERARCHICAL MONITORING FRAMEWORK: IMPLICATIONS FOR DEFINING POPULATION BOUNDARIES, TREND ESTIMATION, AND A TARGETED ANNUAL WARNING SYSTEM (March 2021) (Part 1)
1b	3	KEVIN DOHERTY ET AL., A SAGEBRUSH CONSERVATION DESIGN TO PROACTIVELY RESTORE AMERICA’S SAGEBRUSH BIOME: U.S. GEOLOGICAL SURVEY OPEN-FILE REPORT 2022–1081 (Sept. 22, 2022)
1c	4	ADELE K. REINKING ET AL., <i>ACROSS SCALES, PRONGHORN SELECT SAGEBRUSH, AVOID FENCES, AND SHOW NEGATIVE RESPONSES TO ANTHROPOGENIC FEATURES IN WINTER</i> 10(5) ECOSPHERE 1 (May 2019)
1c	5	ELLEN O. AIKENS ET AL., INDUSTRIAL ENERGY DEVELOPMENT DECOUPLES UNGULATE MIGRATION FROM THE GREEN WAVE, 6 NATURE ECOLOGY & EVOLUTION 1733 (Oct. 2022)
1d	6	INTERAGENCY WORKING GRP. ON SOC. COST OF CARBON, TECHNICAL SUPPORT DOCUMENT: SOCIAL COST OF CARBON FOR REGULATORY IMPACT ANALYSIS (2010)
1e	7	U.S. ENVIRONMENTAL PROTECTION AGENCY, HYDRAULIC FRACTURING FOR OIL AND GAS: IMPACTS FROM THE HYDRAULIC FRACTURING WATER CYCLE ON DRINKING WATER RESOURCES IN THE UNITED STATES, EPA/600/R-16/236F, at 2-1 to 2-18 (Dec. 2016)
1e	8	GAYATHRI VAIDYANATHAN, <i>FRACKING CAN CONTAMINATE THE DRINKING WATER</i> , SCI. AM. (Apr. 4, 2016)
1e	9	DOMINIC C. DIGIULIO & ROBERT A. JACKSON, <i>IMPACT TO UNDERGROUND SOURCES OF DRINKING WATER AND DOMESTIC WELLS FROM PRODUCTION WELL STIMULATION AND COMPLETION PRACTICES IN THE PAVILION, WYOMING FIELD</i> , 50 ENVTL. SCI. & TECH. 4524, 4524–4536 (Mar. 29, 2016)

1e	10	REBECCA TISHERMAN, ET AL., EXAMINATION OF GROUNDWATER RESOURCES IN AREAS OF WYOMING PROPOSED FOR THE JUNE 2022 BLM LEASE SALE (May 12, 2022)
1e	11	DOMINIC DiGIULIO, EXAMINATION OF GROUNDWATER RESOURCES IN AREAS OF MONTANA PROPOSED FOR THE MARCH 2018 BLM LEASE SALE (Dec. 22, 2017)
1f	12	ENVIRONMENTAL DEFENSE FUND, FLARING AERIAL SURVEY RESULTS (2021)
1f	13	OLIVIA GRIOT ET AL., ONSHORE NATURAL GAS OPERATIONS ON FEDERAL AND TRIBAL LANDS IN THE UNITED STATES: ANALYSIS OF EMISSIONS AND LOST REVENUE, SYNAPSE ENERGY ECONOMICS INC. at 3 (Jan. 20, 2023)
1f	14	JEREMY PROVILLE ET AL., THE DEMOGRAPHIC CHARACTERISTICS OF POPULATIONS LIVING NEAR OIL AND GAS WELLS IN THE USA: 44 POPULATION AND ENV'T 1 (2022)
1f	15	LARA J. CUSHING ET AL., <i>FLARING FROM UNCONVENTIONAL OIL AND GAS DEVELOPMENT AND BIRTH OUTCOMES IN THE EAGLE FORD SHALE IN SOUTH TEXAS</i> , 128 ENVTL. HEALTH PERSPECTIVES 077003-1, 077003-1 to 077003-8 (2020)
1g	16	LONGXIANG LI ET AL., EXPOSURE TO UNCONVENTIONAL OIL AND GAS DEVELOPMENT AND ALL-CAUSE MORTALITY IN MEDICARE BENEFICIARIES, 7 NATURE ENERGY 177 (2022)
1g	17	ZOYA BANAN & JEREMY M. GERNAND, <i>EMISSIONS OF PARTICULATE MATTER DUE TO MARCELLUS SHALE GAS DEVELOPMENT IN PENNSYLVANIA: MAPPING THE IMPLICATIONS</i> , 148 ENERGY POLICY 1 (2021)
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