

**THE WILDERNESS SOCIETY
COALITION TO PROTECT AMERICA'S NATIONAL PARKS**

October 30, 2025

SUBMITTED VIA E-PLANNING

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**Re: Comments on the Draft Environmental Assessment and Finding of No
Significant Impact for the Bureau of Land Management Wyoming 2026 First
Quarter Competitive Oil & Gas Lease Sale (DOI-BLM-WY-0000-2025-0003-EA)**

To Whom It May Concern:

Thank you for the opportunity to submit these comments on the Draft Environmental Assessment (Draft EA)¹ and Draft Finding of No Significant Impact (Draft FONSI)² analyzing the 68 parcels covering 94,465.23 acres under consideration for potential oil and gas exploration and development for the Bureau of Land Management's (BLM's) Wyoming 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.

As the BLM continues to evaluate which parcels to offer for lease, the agency must 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.

¹ BLM, ENVIRONMENTAL ASSESSMENT: DOI-BLM-WY-0000-2025-0003-EA 2026 FIRST QUARTER COMPETITIVE LEASE SALE (September 2026) [hereinafter Draft EA]

² BLM, FINDING OF NO SIGNIFICANT IMPACT: DOI-BLM-WY-0000-2025-0003-EA 2026 FIRST QUARTER COMPETITIVE LEASE SALE (September 2026) [hereinafter Draft FONSI]

We appreciate that the BLM is considering Alternative 3 (Modified Proposed Action), which would defer or delete all or part of 15 parcels from the lease sale. Under this alternative, the BLM would offer 53 parcels containing 69,455.55 acres. Thirteen parcels would be deferred based on greater sage-grouse prioritization: WY-2026-03-2185, 2189, 2191, 2193, 2194, 2243, 2246, 6885, 7447, 7450, 7451, 7453, and 7460. Two parcels would be partially deleted because they are in the Cow Butte/Wild Cow Wildlife Habitat Management Area (WHMA) closed to leasing in the Rawlins Resource Management Plan (RMP), while the remainder of those parcels would be deferred based on sage-grouse prioritization: WY-2026-03-2181 and 7452. Portions of one parcel would be deleted due to overlap with the Upper Muddy Creek Watershed/Grizzly WHMA: WY-2026-03-2187.³ We agree with and urge the BLM to adopt these parcel deferrals and deletions.

We further recommend that the BLM defer or not issue leases for the additional parcels discussed below.

I. The BLM has not ensured that leasing complies with the Federal Land Policy and Management Act (FLPMA).

a. The BLM may not proceed with this lease sale if 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, along with 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, after the Government Accountability Office (GAO) determined, at the request of members of Congress, that three BLM RMPs *were* “rules” for purposes of the CRA,⁵ Congress voted in

³ Draft EA at 14.

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 U.S. Gov’t Accountability Off., *Applicability of the Congressional Review Act to Central Yukon Record of Decision and Approved Resource Management Plan*, B-337200, at 5–6 (June 25, 2025); accord U.S. Gov’t Accountability Off., *Applicability of the Congressional*

October 2025 to disapprove those three RMPs under the terms of the CRA, subjecting such plans to the CRA's procedural requirements for the first time.⁶ This legislative action and its associated significant adverse and destabilizing consequences for federal land management raise serious questions as to whether land or resource plans or amendments approved after passage of the CRA in 1996 are in effect if they have not been submitted to Congress under the CRA's requirements. *See* 5 U.S.C. § 801(a)(1)(A).

The BLM must address these questions before proceeding with this lease sale. The BLM approved the Buffalo Field Office RMP in 2015, the Newcastle Field Office RMP in 2000, the Casper Field Office RMP in 2007, the Rawlins Field Office RMP in 2019, and the Lander Field Office RMP in 2014—all after the enactment of the CRA in 1996. Since then, the BLM has not transmitted any of those RMPs to Congress under the CRA, which questions the status of the RMPs. The BLM should not proceed with issuing leases in the absence of a valid RMP. Doing so may violate FLPMA, the 2025 Reconciliation Act, and the MLA and may therefore be contrary to law, in violation of the Administrative Procedure Act.

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

As explained in scoping comments,⁷ plans governing lands subject to this lease sale are old or inadequately analyze impacts. For example, none of these RMPs covering the parcels under consideration for this lease sale adequately accounts for or addresses the environmental impacts on resources and land uses due to climate change:

- BLM Buffalo Field Office, Approved RMP (Sept. 2015): never discusses climate change; only mentions reducing local GHG emissions.⁸

Review Act to North Dakota Field Office Record of Decision and Approved Resource Management Plan, B-337175 (June 25, 2025); U.S. Gov't Accountability Off., *Applicability of the Congressional Review Act to Miles City Field Office Record of Decision and Approved Resource Management Plan Amendment*, B-337163 (June 25, 2025).

⁶ 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).

⁷ *See* TWS et al., Re: Scoping Comments on Parcels for the Wyoming Bureau of Land Management 2026 First Quarter Competitive Oil & Gas Lease Sale (DOI-BLM-WY-0000-2025-0002-EA) 4–6 (July 29, 2025).

⁸ BLM BUFFALO FIELD OFFICE, APPROVED RESOURCE MANAGEMENT PLAN 83 table 3.1, 548 (Sept. 2015). This 2015 RMP was invalidated in court, in part on climate grounds, and BLM issued an approved RMP amendment (RMPA). *See W. Organization of Res. Councils v. BLM*, No. CV 16-21-GF-BMM, 2018 U.S. Dist. LEXIS 49635, at *6 (D. Mont. Mar. 26, 2018), *appeal dismissed*, No. 18-35836, 2019 U.S. App. LEXIS 39122, (9th Cir. Jan. 2, 2019). That RMPA was challenged and again it was invalidated. *W. Org. of Res. Councils v. United States BLM*, No. 4:20-cv-00076-GF-BMM, 2022 U.S. Dist. LEXIS 138980, at *21 (D. Mont. Aug. 3, 2022). On October 3, 2022, BLM initiated scoping to amend the RMP. 87 Fed. Reg. 59818, 591818 (Oct. 3, 2022). On November 20, 2024, the BLM issued a Coal Leasing Amendment, but that Amendment addresses coal and does not address GHG emissions or attendant climate impacts stemming from oil and gas development and production. *See* BLM BUFFALO FIELD OFFICE, RECORD OF DECISION AND APPROVED RESOURCE MANAGEMENT PLAN Amendment (Nov. 2024).

- BLM Newcastle Field Office, Approved RMP (Sept. 2000): no discussion of climate change or GHG emissions.⁹
- BLM Casper Field Office, Approved RMP (Dec. 2007): no discussion of climate change or GHG emissions.¹⁰
- BLM Rawlins Field Office, Approved RMP (Nov. 2019): defers consideration of and management for climate change until a later date:
 Currently BLM does not have an established mechanism to accurately predict the effect of resource management-level decisions from this planning effort on global climate change. However, potential impacts to air quality due to climate change are likely to be varied. In the future, as tools for predicting climate changes in a management area improve and/or changes in climate affect resources and necessitate changes in how resources are managed, BLM may be able to reevaluate decisions made as part of this planning process and adjust management accordingly.¹¹
- BLM Lander Field Office, Approved RMP (June 2014): mentions climate change but with no substantive discussion of impacts or planning; only mentions reducing local GHG emissions.¹²

Consequently, the BLM should defer leasing or not issue leases 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 considers the potential impacts new leasing and development might cause.

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 violates the National Environmental Policy Act (NEPA) and FLPMA.

II. The Draft EA and Draft FONSI do not adequately analyze the environmental effects of leasing.

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).¹³ The BLM

⁹ BLM NEWCASTLE FIELD OFFICE, APPROVED RESOURCE MANAGEMENT PLAN (Sept. 2000).

¹⁰ BLM CASPER FIELD OFFICE, APPROVED RESOURCE MANAGEMENT PLAN (Dec. 2007).

¹¹ BLM RAWLINS FIELD OFFICE, APPROVED RESOURCE MANAGEMENT PLAN 1-7 (Nov. 2019).

¹² BLM LANDER FIELD OFFICE, APPROVED RESOURCE MANAGEMENT PLAN 210, 322, 324, 349 table N.1 (June 2014).

¹³ *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*

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).

The BLM must adequately analyze site-specific resource conflicts and the environmental effects discussed below.

a. The Draft EA improperly applies the leasing preference criteria.

In considering environmental effects, the BLM must address whether to defer lease parcels based on conservation or other use conflicts, including by applying the leasing preference criteria 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 does not cite to Instruction Memorandum (IM) 2025-028, but that IM appears to have directed the agency’s decision to designate every parcel, under the preference criteria, as having a high preference for leasing. *See* Draft EA at 15–16, Table 2.3-2. This stands in contrast to the Draft EA’s recommendation to defer several parcels in, for example, PHMA. It is arbitrary and capricious for the BLM to determine that parcels in priority sage-grouse habitat should be considered for deferral yet designate those same parcels as having a high preference for leasing under the “habitat criteria.” We urge the agency to correct its leasing preference table in the Final EA.

b. The Draft EA does not adequately analyze leasing parcels in greater sage-grouse habitat.

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).

This lease sale includes parcels that overlap PHMA and GHMA for the greater sage-grouse. We appreciate the BLM proposing to defer parcels in PHMA. Yet, the Draft EA does not consider deferring the GHMA parcels and does not adequately analyze the adverse effects of leasing these parcels in sage-grouse habitat.

Pursuant to its regulations, the agency must preference “lands that would not impair the proper functioning of [fish and wildlife] habitats or corridors.” 43 C.F.R. § 3120.32(b). As the BLM acknowledges, parcels “located in [n]on-habitat are given first priority.” Draft EA at A-57. The Draft EA identifies all parcels intersecting sage-grouse habitat. *See id.* at A-11 to A-12, Table 4.3-1. The BLM nonetheless designates many of these parcels as having a high preference for leasing, based, in part, on the assertion that the modified leasing alternative would result in an overall reduction in GHMA of about 0.0026% statewide. *See id.* at 50. This percentage belies the cumulative impact and incremental degradation of sage-grouse GHMA and PHMA acreage as oil and gas development continues to cut away the bird’s habitat. It’s death by a thousand cuts, which is why prioritization is critical. Designating these parcels as high preference for leasing stands in direct contradiction to the purpose of the leasing preference criteria regulation, which is to avoid adverse resource impacts.

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 direct deferral of parcels with identified conflicts with the criteria, such as parcels in sage-grouse habitat. The BLM’s decision to designate these parcels in GHMA as having a high preference for leasing violates the agency’s own regulations.

The BLM must provide an 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.” *Mont. Wildlife Fed’n*, 127 4th at 43. Previous lease sale analysis of sage-grouse impacts has been found to violate NEPA. *See Wilderness Soc’y*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *62. In *Wilderness Soc’y*, the district court recognized that the BLM’s practice of simply claiming that impacts from leases will be “similar” to those discussed in planning-level NEPA documents falls short of what the law requires. *See 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.” *Id.* at *17; *see Mont. Wildlife Fed’n*, 127 F.4th at 45. (“[T]he government must take an affirmative role in encouraging oil and gas leasing in non-sage-grouse habitat, rather than just passively processing expressions of interest, all of which may target, and pretty much have targeted, sage-grouse territory.”); *Western Watersheds Project*

v. Bernhardt, 543 F. Supp. 3d 958, 991–93 (D. Idaho 2021).

A key component of the 2015 Plans requires the BLM to prioritize new oil and gas leasing outside of PHMA and 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.” *Mont. Wildlife Fed’n*, 127 F.4th at 45. 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*, 127 F.4th 1 (9th Cir. 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.” *Wilderness Soc’y*, U.S. App. LEXIS 1106, at 69. The approach the BLM has taken in Wyoming since the 2020 ruling fails to comply with the 2015 Plans. The agency must prioritize leasing away from not only PHMA but also GHMA lands.

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) [Exs. 1a & 1b], <https://doi.org/10.3133/ofr20201154>. The report reveals that since 1965, sage-grouse populations have declined substantially range-wide. *See id.* at 36. Since 2002, range-wide populations have declined 37%. *See id.* at 3. Also, 78% of leks have a greater than 50% probability of extirpation in the next 56 years. *See 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, 28 (Sept. 22, 2022) [Ex. 2], <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 conduct a proper analysis of effects to the sage-grouse for this lease sale and defer parcels in both PHMA and GHMA.

In addition to the parcel deferrals in PHMA under Alternative 3, we urge the BLM to defer the following 54 parcels due to overlap with GHMA:

WY-2026-03-1404	WY-2026-03-2072	WY-2026-03-2183
WY-2026-03-1407	WY-2026-03-2180	WY-2026-03-2184
WY-2026-03-1515	WY-2026-03-2181	WY-2026-03-2186

WY-2026-03-2187	WY-2026-03-2210	WY-2026-03-2238
WY-2026-03-2190	WY-2026-03-2212	WY-2026-03-2239
WY-2026-03-2192	WY-2026-03-2213	WY-2026-03-2241
WY-2026-03-2195	WY-2026-03-2214	WY-2026-03-2242
WY-2026-03-2196	WY-2026-03-2218	WY-2026-03-7446
WY-2026-03-2197	WY-2026-03-2220	WY-2026-03-7448
WY-2026-03-2198	WY-2026-03-2221	WY-2026-03-7449
WY-2026-03-2199	WY-2026-03-2222	WY-2026-03-7452
WY-2026-03-2200	WY-2026-03-2223	WY-2026-03-7454
WY-2026-03-2201	WY-2026-03-2226	WY-2026-03-7455
WY-2026-03-2203	WY-2026-03-2227	WY-2026-03-7456
WY-2026-03-2204	WY-2026-03-2228	WY-2026-03-7458
WY-2026-03-2205	WY-2026-03-2230	WY-2026-03-7459
WY-2026-03-2206	WY-2026-03-2231	WY-2026-03-7461
WY-2026-03-2207	WY-2026-03-2236	WY-2026-03-7462

c. The Draft EA fails to properly analyze leasing parcels in big game habitat.

The Draft EA recognizes that parcels overlap crucial winter range. *See, e.g.*, Draft EA at 56. Pursuant to its regulations, the agency must preference “lands that would not impair the proper functioning of [fish and wildlife] habitats or corridors.” 43 C.F.R. § 3120.32(b). Nonetheless, the Draft EA designates these parcels as having a high preference for leasing.

FLPMA requires the BLM to manage public lands “in a manner that will provide food and habitat” for all wildlife. 43 U.S.C. § 1701(a)(8). Research makes clear that big game 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, 1–14 (May 2019) [Ex. 3], <https://esajournals.onlinelibrary.wiley.com/doi/epdf/10.1002/ecs2.2722>. 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, 1733–1741 (Oct. 2022) [Ex. 4], <https://doi.org/10.1038/s41559-022-01887-9>. Extensive leasing in crucial winter range or migration corridors have significant adverse impacts on Wyoming’s big game herds.

Anthropogenic impacts have cumulatively resulted in significant direct loss of habitat available to big game in Wyoming. This direct loss of wildlife habitat is often amplified with the indirect losses that occur due to noise pollution, disturbance, and the overall fragmentation of remaining habitat. Habitat fragmentation and reduced connectivity is of increasing concern as big game species attempt to navigate through their annual life cycles between seasonal ranges. Ultimately, these impacts and ongoing habitat loss reduce Wyoming’s carrying capacity for the renowned big game populations the state has historically supported. Federal lands in Wyoming are especially important in providing high priority habitat for big game, specifically winter

ranges and migration habitats on BLM lands, which tend to be lower-lying areas with less severe winter conditions compared to higher-elevation summer ranges.

The BLM needs to take a hard look at the full scope of these impacts and explain whether they are consistent with a claim that impacts to big game will indeed not be significant.

We recommend that the agency defer the following 25 proposed parcels because of overlap with big game crucial winter habitat:

WY-2026-03-1404 (pronghorn crucial winter range)
WY-2026-03-1407 (pronghorn crucial winter range)
WY-2026-03-1515 (pronghorn crucial winter range)
WY-2026-03-2180 (Baggs Mule Deer Migration Corridor)
WY-2026-03-2181 (elk, mule deer, and pronghorn crucial winter range)
WY-2026-03-2183 (pronghorn crucial winter range)
WY-2026-03-2186 (Baggs Mule Deer Migration Corridor)
WY-2026-03-2187 (mule deer crucial winter range and Baggs Mule Deer Migration Corridor)
WY-2026-03-2189 (elk, mule deer, and pronghorn crucial winter range)
WY-2026-03-2191 (mule deer crucial winter range)
WY-2026-03-2193 (mule deer crucial winter range)
WY-2026-03-2207 (mule deer crucial winter range)
WY-2026-03-2212 (mule deer crucial winter range)
WY-2026-03-2213 (mule deer crucial winter range)
WY-2026-03-2222 (pronghorn crucial winter range)
WY-2026-03-2227 (pronghorn crucial winter range)
WY-2026-03-2230 (pronghorn crucial winter range)
WY-2026-03-2242 (pronghorn crucial winter range)
WY-2026-03-6885 (mule deer crucial winter range)
WY-2026-03-7446 (mule deer, Baggs Mule Deer Migration Corridor, and pronghorn crucial winter range)
WY-2026-03-7447 (mule deer crucial winter range and Baggs Mule Deer Migration Corridor)
WY-2026-03-7448 (mule deer, Baggs Mule Deer Migration Corridor, and pronghorn crucial winter range)
WY-2026-03-7449 (Baggs Mule Deer Migration Corridor)
WY-2026-03-7450 (mule deer, Baggs Mule Deer Migration Corridor, and pronghorn crucial winter range)
WY-2026-03-7451 (mule deer, Baggs Mule Deer Migration Corridor, and pronghorn crucial winter range)
WY-2026-03-7452 (mule deer, Baggs Mule Deer Migration Corridor, and pronghorn crucial winter range)
WY-2026-03-7456 (pronghorn crucial winter range)

- d. The Draft EA does not adequately analyze greenhouse gas (GHG) emissions and climate effects or 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 recently explained: “Any claim that the analysis of GHG 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, but the Draft EA does not do so.

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 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.¹⁴ The BLM must ensure it fully considers not only the GHG emissions from prospective

¹⁴ *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

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 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).¹⁵

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. While NEPA does not require a cost-benefit analysis, it is “nonetheless arbitrary and capricious to quantify the *benefits* of the lease modifications and then explain that a similar analysis of the *costs* was impossible when such an analysis was in fact possible and was included in an earlier draft EIS.” *High Country Conservation Advocates v. United States Forest Serv.*, 52 F. Supp. 3d 1174, 1191 (D. Colo. 2014). Courts have rejected agency refusals to properly quantify the impact of GHG emissions.¹⁶

NEPA even if those *effects* might extend outside the geographical territory of the project or might materialize later in time” (emphasis in original)).

¹⁵ *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”))).

¹⁶ *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 Advoc. 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

The Interior Department had “adopt[ed] . . . [the EPA’s] new estimates of the social cost as the best available science.” 90 Fed. Reg. 4779, 4779 (Jan. 16, 2025); *see* U.S. Dep’t of the Interior, Informational Memorandum on DOI comparison of available estimates of social cost of greenhouse gases (SC-GHG), at 1, 8 (Oct. 16, 2024) [Ex. 5], https://eplanning.blm.gov/public_projects/2036015/200638053/20126874/251026854/20241016.DOI%20SC_GHG%20Info%20Memo.pdf (directing the BLM to “adopt the EPA’s 2023 estimates of the Social Cost of Greenhouse Gases (SC-GHG) as the best available science (as of September 30, 2024)”). In a final Environmental Assessment (EA) for the Quarter 1 2025 New Mexico Oil and Gas Lease Sale, the BLM explicitly stated that it was rescinding its October 16, 2024, memorandum. *See* BLM, CARLSBAD FIELD OFFICE OIL AND GAS LEASE SALE ENVIRONMENTAL ASSESSMENT at 88, QUARTER 1 (2025) [hereinafter NM EA]. But the BLM failed to provide proper justification for changing its position. *See FCC v. Fox TV Stations, Inc.*, 556 U.S. 502, 515 (2009) (holding that an agency must provide “good reasons” for a change in position and must provide “a more detailed justification” when a “new policy rests upon factual findings that contradict those which underlay [an agency’s] prior policy; or when its prior policy has engendered serious reliance interests that must be taken into account”).

The Draft EA eliminates reference to social cost estimates. The BLM’s only apparent substantive justification for not including such quantification is that “costs attributed to GHGs are often so variable and uncertain that they are unhelpful for the BLM’s analysis.” *See* Draft Fonsi at *5. That bare assertion, with no reference or explanation to support it, is insufficient to justify a change in position. For years and over multiple projects, the BLM has quantified climate impacts, primarily relying on the well-supported SC-GHG estimates. *See, e.g.,* BLM, ENVIRONMENTAL ASSESSMENT: WYOMING 2023 SECOND QUARTER COMPETITIVE LEASE SALE at 54–55 (2023). The BLM must provide such analysis for this lease sale.

The Draft EA does quantify the *benefits* of leasing. The BLM discusses various economic and other financial benefits of leasing, including increased employment opportunities. Draft EA at 69. Yet, the BLM is utterly silent on quantifying the monetary costs of moving forward with leasing, despite having quantified these costs for years in its leasing EAs using the widely accepted SC-GHG tool. The BLM asserts that the EA is merely analyzing “economic impact” not “economic benefit” in an attempt to distance itself from a cost-benefit analysis. Draft FONSI at *5. But this does not excuse the agency from considering only one side of the economic equation for this lease sale. The BLM must consider the full lifecycle of development activities and GHG emissions that are reasonably foreseeable under a BLM oil and gas lease. SC-GHG is a useful tool to aid in this analysis. While NEPA does not require a cost-benefit analysis, it is “nonetheless arbitrary and capricious to quantify the *benefits* of the lease modifications 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). Courts have rejected agency refusals 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”).

properly quantify the impact of GHG emissions.¹⁷ It is therefore arbitrary and capricious for the BLM to justify this sale based on economic “impacts” without even considering the societal costs from the GHG emissions and their adverse “impacts” on climate change and whether those costs outweigh the project’s purported monetary benefits. *See, e.g., High Country Conservation Advocates*, 52 F. Supp. 3d at 1191.

NEPA also requires agencies to “identify and develop methods and procedures . . . which will ensure that presently unquantified environmental amenities and values may be given appropriate consideration in decisionmaking along with economic and technical considerations.” 42 U.S.C. § 4332(2)(B). A livable climate is a “presently unquantified environmental amenit[y].” Neglecting to use SC-GHG or replace it with a comparable tool to quantify climate impacts fails to “identify and develop methods and procedures” to ensure that this “presently unquantified environmental . . . value” is “given appropriate consideration in decisionmaking.”

Therefore, the BLM must not only analyze GHG emissions. It must also address how GHG emissions inform its leasing decisions. “[T]he complexity of the task does not give the [BLM] a free pass to avoid making these tough decisions by asserting that GHG emissions did not factor into its decision-making.” *Wilderness Soc’y*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *91. The BLM “must . . . explain how its GHG analysis inform[s] the decision to select” its preferred alternative. *Id.* at *91–92. If the BLM does “not consider GHG emissions when rendering its decision . . . it would . . . overlook[] what is widely regarded as the most pressing environmental threat facing the world today.” *Id.*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *87–88. The BLM must quantify the projected monetary costs of moving forward with leasing in the state so that the BLM and the public can determine whether the asserted benefits of leasing outweigh the costs.

e. The Draft EA fails to properly analyze methane emissions that would result from this lease sale.

The Draft EA barely touches on methane emissions, let alone flaring, venting, or the BLM’s own waste rule. 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. 6], <https://www.permianmap.org/flaring-emissions/>. In 2019 alone, venting or flaring accounted for

¹⁷ *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 Advocates 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”).

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. 7], 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 Proville et al., *The demographic characteristics of populations living near oil and gas wells in the USA*, 44 POPULATION AND ENV'T 1 (2022) [Ex. 8], <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. According to an Environmental Defense Fund (EDF) analysis, roughly 1,100 adults with asthma, 800 adults with chronic obstructive pulmonary disease, 700 adults with coronary heart disease, and 400 adults who have experienced a stroke live within a half mile of a flaring well. *See* GRIOT ET AL. 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 Env'tl. Health Perspectives 077003-1, 077003-1 to 077003-8 (2020) [Ex. 9]. 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.

f. The Draft EA fails to take a hard look at impacts to groundwater from well construction practices and hydraulic fracturing.

The Draft EA does not adequately address groundwater impacts. The Draft EA's suggestion that "uncemented sections are approved at the APD stage [because they] are deemed unnecessary for preventing fluid flow and mixing between zones," Draft EA at 39, is arbitrary and capricious. The Draft EA fails to offer any evidence supporting this theory. To isolate and protect usable water, those groundwater zones should be isolated with both casing and cementing. 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, *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).

The Draft EA entirely ignores additional reasons the D.C. District Court in *Wilderness Society* found the BLM’s groundwater analysis lacking: statements by industry trade associations explaining that, in Wyoming, only “economically viable” groundwater is considered usable, and (relatedly) that companies construct wells to protect groundwater only to a depth where there are already existing water wells nearby. *Wilderness Soc’y*, No. 22-cv-1871 (CRC), at *30–32. Tellingly, the BLM does not claim the trade associations are incorrect. Instead, the Draft EA simply ignores this evidence.

The Draft EA offers no reason to expect that the problems identified by the Tisherman report will not be repeated. The BLM has offered no evidence showing that it made a reasoned decision when approving the wells in the Tisherman report that their casing and cementing comply with the agency’s usable water regulations and protect all usable water zones. And the BLM’s claim that leaving wellbores uncemented across usable water zones is acceptable suggests that the agency may continue similar practices in the future. This prospect makes it critical for the BLM’s analysis to assess the impacts of those regulatory violations. The Draft EA does not do so.

For shallow fracturing, the Draft EA also falls short. The BLM admits that some oil and gas production is occurring from within groundwater zones that contain usable water—not just in formations near usable water—but asserts that the leases are not expected to produce from: (a) usable water zones (b) that *also* currently “are being used as a source of drinking water, or are supporting agricultural uses.” Draft EA at 41. But the BLM regulations require protecting usable waters regardless of whether they already have been tapped with a water well. The BLM fails to 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.

Regardless of the evidence of improper well cementing, the BLM is not analyzing impacts and potential risks to groundwater. The agency cannot simply defer that analysis to the application for permit to drill (APD) stage. Ample information is available now to consider those risks. For example, satellite imagery shows ephemeral streams, intermittent streams, ponds, or reservoirs, and satellite imagery shows riparian habitat. Yet, the BLM includes no site-specific information on these waterbodies in the Draft EA. Failing to analyze these groundwater issues at the leasing stage is arbitrary and capricious. *See Wilderness Soc’y*, No. 22-cv-1871 (CRC), 2024 U.S. Dist. LEXIS 51011, at *61 (quotation marks omitted).

g. The Draft EA does not analyze the impacts of oil and gas leasing on environmental justice.

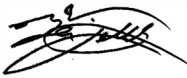
The BLM must take a hard look at environmental justice, and not only in relation to health. However, the Draft EA does not mention “environmental justice” once. Courts have

repeatedly held that agencies must take a hard look at environmental justice pursuant to NEPA.¹⁸ The BLM fails to explain this change in position from previous lease sale analyses that discussed the adverse effects of oil and gas activity on environmental justice communities. Not undertaking this analysis is arbitrary and capricious.

III. 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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¹⁸ 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).

Exhibit Index to TWS et al. Comments on the Draft Environmental Assessment and Finding of No Significant Impact for the Wyoming Bureau of Land Management 2026 First Quarter Competitive Oil & Gas Lease Sale (DOI-BLM-WY-0000-2025-0003-EA)

<u>Appendix</u>	<u>Exhibit No.</u>	<u>Title/Description</u>
A	1a	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)
B	1b	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 2)
C	2	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)
C	3	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)
C	4	Ellen O. Aikens et al., <i>Industrial energy development decouples ungulate migration from the green wave</i> , 6 NATURE ECOLOGY. & EVOLUTION 1733 (Oct. 2022)
C	5	U.S. Dep’t of the Interior, Informational Memorandum on DOI comparison of available estimates of social cost of greenhouse gases (SC-GHG) (Oct. 16, 2024)
C	6	ENVIRONMENTAL DEFENSE FUND, FLARING AERIAL SURVEY RESULTS (2021)
C	7	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. (Jan. 20, 2023)
C	8	Jeremy Proville et al., <i>The demographic characteristics of populations living near oil and gas wells in the USA</i> , 44 POPULATION AND ENV’T 1 (2022)
C	9	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 (2020)
C	10	Rebecca Tisherman, et al., <i>Examination of Groundwater Resources in Areas of Wyoming Proposed for the June 2022 BLM Lease Sale</i> (May 12, 2022)
C	11	Dominic DiGiulio, <i>Examination of Groundwater Resources in Areas of Montana Proposed for the March 2018 BLM Lease Sale</i> (Dec. 22, 2017)