Oil & Gas Accountability Project

A program of EARTHWORKS

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March 30, 2006

Mr. Jim Perry, Environmental Scientist
Fluid Minerals Group
Bureau of Land Management
1620 L Street, N.W, Room 501
Washington, DC 20036
VIA EMAIL: SplitEstate@blm.gov

Dear Mr. Perry,

It was a pleasure to meet you last week in Albuquerque, New Mexico during the Bureau of Land Management (BLM) Split-Estate Listening Session. In addition to the comments I presented on behalf of the Oil & Gas Accountability Project (OGAP), we have endorsed the comments submitted by the Western Organization of Resource Councils (WORC). Per your request I am also including language on mandatory surface use agreements.

Tens of thousands of oil and gas wells are being drilled throughout the United States. With drilling rigs popping up in people's backyards and across our public lands, it is critical that the BLM is reviewing its split estate policies and practices. We encourage the BLM to include our recommendations in its report to Congress.

Founded in 1999, OGAP works with individuals and organizations across the country, Canada and Alaska to prevent and reduce the impacts caused by oil and gas development. OGAP is the only organization in the United States whose sole mission is to work with people in tribal, urban and rural communities to protect their health and environment from the devastating impacts of oil and gas development. In our seven-year history, we have succeeded in building alliances with economically, racially and politically varied constituencies. Last year OGAP joined forces and merged with EARTHWORKS, an international organization that works with communities and grassroots organizations to reform government policies, improve corporate practices, and influence investment decisions.

OGAP has many members who are directly affected by oil and gas development on their split estate lands. These comments are endorsed by landowners and homeowners with decades of experience in oil and gas development and split estate issues.

As presented in Albuquerque, OGAP urges BLM to require companies to: provide adequate notice to surface owners prior to development; negotiate a surface use agreement prior to development so landowners have a say in, among other concerns, the location of wellpads, roads, pipelines and other facilities; and, compensate surface owners for damages caused by oil and gas development and use of the surface.

OGAP recommends that the BLM promulgate and enforce regulations for leasing that recognize the principle of accommodation. Because oil and gas development can result in severe surface impacts and because of the toxic and often cancer-causing chemicals used in the drilling and hydraulic fracturing processes and emitted during production, oil and gas companies and their contractors must pursue all avenues to prevent and reduce their impacts. Put simply, best management practices must be required, not simply suggested. Better practices such as the drilling of multiple wells from one wellpad to reduce surface impacts, non-toxic drilling and fracturing fluids and pitless drilling to avoid the deaths of wildlife and livestock and prevent soil and groundwater contamination. All of these best practices, including low emission compressors and state-of-the-art noise abatement technologies must be required to protect human health and safety.

Surface use agreement language: [The following language could be inserted into the draft BLM split estate policy under section VI. Operating on Lands with Private/State Surface and Federal or Indian Oil and Gas.]

A. An operator shall give the surface owner notice of the planned oil and gas operations. The notice shall include:

(1) sufficient disclosure of the planned oil and gas operations to enable the surface owner to evaluate the effect of the operations on the property;

(2) a proposed surface use and compensation agreement addressing, at a minimum, the following issues:

(a) placement, specifications, maintenance and design of well pads, gathering pipelines and roads to be constructed for oil and gas operations;

(b) points of entry upon the surface of the land for oil and gas operations and precautions to preserve the safety and security of the surface owner;

(c) construction, maintenance and placement of all pits and equipment used or planned for oil and gas operations;

(d) use and impoundment of water on the surface of the land;

(e) removal and restoration of plant life;

(f) surface water drainage changes caused by oil and gas operations;

(g) erosion control and actions to limit and effectively control precipitation runoff and erosion;

(h) control and management of noise, weeds, dust, traffic, trespass, litter and interference with the surface owner's use and peaceful enjoyment of the surface owner's property;

(i) interim and final reclamation;

(j) best surface use practices and minimization of surface damage and impacts to the land, water, value and peaceful enjoyment of the property;

(k) operator responsibility and liability and indemnification for injury, harm and damages to the property or to the surface owner caused by the operator's contractors, agents, representatives or others acting on the operator's behalf;

(l) terms of ingress and egress; and

(m) an offer of compensation that the operator will pay to the surface owner for loss or damages to the surface resulting from the oil and gas operations; and

(3) an offer to discuss and negotiate in good faith any changes to the proposed operations, the proposed surface use and compensation agreement or mitigation actions that the surface owner might request.

B. Upon receipt of the notice required by Subsection A, the surface owner may accept the proposed surface use and compensation agreement or reject the proposed agreement and enter into negotiations with the operator.

C. Forty-five days from surface owner receipt of the notice required pursuant to Subsection A, the operator may request that the agency proceed with processing of the APD. As a condition of the final permit to drill, the agency shall require:

(1) A signed surface use agreement;
(2) A written waiver signed by the surface owner; or
(3) A bond or other surety and an affidavit certifying that the operator has attempted good faith negotiations with the surface owner to reach a surface use and compensation agreement. The bond or other surety shall be:

(a) for the benefit of the surface owner; and
(b) in an amount equal to the compensation, as estimated by the operator, that will be owed to the surface owner for the estimated loss or damages caused by the oil and gas operations.

Western Organization of Resource Council Comments
Submitted February 9, 2006

Issue: Surface Owner Consent Prior to Leasing

WORC recommends that the Mineral Leasing Act be amended to require the Secretary of Interior to secure the consent of the surface owner prior to issuing a federal oil and gas lease. This amendment parallels a provision in the Surface Mining Control and Reclamation Act that provides for surface owner consent prior to federal coal leasing.

WORC acknowledges that the area of surface disturbance for a coal strip mine is greater than the area disturbed under an oil and gas lease. However, in our opinion this fact does not preclude the need or justification for surface owner consent prior to oil and gas leasing.

The reason is that oil and gas development can severely harm the private surface on which split estate landowners ranch, farm, and live. BLM's statement that "modern technologies and best management practices have reduced the area of near-term surface

disturbance associated with an oil or natural gas lease to an average of 5 to 10 percent of the total area in development" avoids the real issues.

First, the problem with averages is that they're just that -- averages. With 10 acre down hole spacing and five acre well pads – which is entirely possible in tight sands formations – up to 25% of the surface can be disturbed, even when directional drilling is employed.

Second, the fact is that even a direct disturbance of only 5 or 10 percent of the total area can devastate a farm or ranch if that 5 or 10% is the best field or forage. Development does not have to disturb 100 percent of the surface, as with coal mines, to cause significant harm.

Third, considering only the amount of surface area directly disturbed ignores the harm that the infrastructure that attends oil and gas development causes beyond its immediate footprint. For example, coal bed methane wastewater discharges can and do impact downstream landowners, causing damage to soils and vegetation.

In sum, even if oil and gas development does not impact 100% of a ranch or farm, it can still impact enough of the ranch or farm to make it very difficult, if not impossible, to run. Therefore, regardless how much land is disturbed, every oil and gas lease should be subject to surface owner consent.

Issue: Accommodation of Surface Estate

WORC recommends, in the absence of an amendment to the Mineral Leasing Act requiring surface owner consent, that the BLM promulgate and enforce regulations and guidelines for leasing split estate minerals that recognize and implement the principle that both the mineral estate and surface estate "must exercise their rights in a manner consistent with the other." *Gerrity Oil & Gas v. Magness*, 946 P.2d 913 (Colo. 1997). The BLM should ensure, in leasing split estate minerals, that mineral owners and operators accommodate existing uses of the surface estate by minimizing damage to the surface estate and utilizing alternative means of production to minimize such damage.

At present, surface owners receive little support from BLM in trying to modify development proposals to minimize impacts to their property and businesses. This should change.

The BLM has ample authority to implement such requirements to better balance the needs and rights of mineral and surface estates. The standard BLM lease requires that lessees conduct operations in a manner that minimizes adverse impacts to other land uses and users, and the agency's regulations at 43 C.F.R. § 3162.5 provide that mineral operators must conduct operations in a manner that does not unduly damage surface resources. The mineral owner and operator should thus be required to conduct operations in a manner that prevents as much harm to the surface owner as possible while still allowing the mineral owner to achieve a reasonable return on his or her investment.

For example, the BLM should require that lessees and operators investigate and document that split estate minerals cannot be accessed by directional drilling from lands outside the surface estate before approving any surface disturbance. In the case of coal bed methane development, the BLM should implement policies and procedures requiring that CBM owners and operators dispose of produced water in the manner that is least harmful to the surface estate unless this would make the development economically infeasible.

These are but a few suggestions based on the experiences of our members. WORC recommends that the BLM explore other ways in which technology can be used to minimize harm to split estate landowners. Given that the oil and gas industry has publicly stated that it has the technology to minimize harm from oil and gas development, the BLM should convene a blue-ribbon panel of independent scientists and experts to identify, with input from directly affected landowners and "cutting edge" oil and gas companies, the best available technology. The agency should thereafter adopt the panel's recommendations and methods as standards that oil and gas operators must meet on split estate lands.

Issue: Pre-lease Surface Owner Notification

Many surface owners are unaware that Federal oil and gas resources under their land have been nominated for leasing or that they have been leased. As a result, they have no knowledge of or input into lease requirements, lease modifications and drilling permits. Proper and timely notification of surface owners is a minimal requirement that would significantly improve the ability of landowners to participate in major decisions that will impact their private property. Their participation would serve a valuable purpose in that the landowners, who know the land as well or better than anyone, would be able to provide input regarding the location of particular resources and features on the lease so as to enable the BLM to better account for and protect them.

Landowner participation would also reduce conflict. As noted by the U.S. Institute for Environmental Conflict Resolution in its report on split estate issues in the Powder River Basin, "many of those interviewed, especially state and local government officials, acknowledged that additional notice, public outreach and education to landowners would serve a valuable purpose and could reduce conflict." (pg. 53-54)

Currently, the BLM does not notify landowners individually of decisions concerning minerals underlying their property. Instead, the agency only posts lease sale information at its Field Offices and online. (For a fee, interested parties can sign-up with the BLM's State Office in Colorado to receive regular notification of lease sales.)

However, the Mineral Leasing Act states that its posting requirements are "in addition to public notice required by other law." WORC believes that "other law" includes the National Environmental Policy Act, which requires public notification via "direct mailing to owners and occupants of nearby or affected property." NEPA's public notification requirements are unambiguous. The law states that agencies shall to the fullest extent

possible "encourage and facilitate public involvement in decisions which affect the quality of the human environment." This notification requirement should apply to oil and gas lease offerings, but this is not BLM's current practice.

Accordingly, WORC recommends that the BLM notify surface owners in writing:

- that mineral resources underlying their property have been nominated for leasing upon nomination, or, at the very least, 60 days in advance of lease sales (the new directive from Washington D.C. requiring that protests be filed 15 days prior to a lease sale makes this recommendation even more compelling);
- whether mineral resources underlying their property have been leased, and if so, by whom;
- of any proposals from the operator or lessee regarding the lease (such as modifying or waiving stipulations, approving rights of way, protest resolutions, etc.);
- of the submission of an Application Permit to Drill (APD) or Notice of Staking, with a copy of the APD or NOS attached, on the day that the APD or NOS is received by the BLM; and
- of the issuance by the BLM of an APD or NOS on the same day that the APD or NOS is issued to the owner or operator of the lease.

Issue: Surface Use and Damage Agreements

WORC recommends that surface use and damage agreements be required between surface owners and lessees or operators prior to any occupancy of the surface for oil and gas development.

Landowners sign surface use and damage agreements with companies because these agreements are one of their only avenues to influence decisions that impact their property. Many current agreements do not adequately address all impacts and adequately compensate landowners for damages, however, because the "bond on" option puts landowners in a limited negotiating position since a company can essentially say "take it or leave it."

Requiring surface use and damage agreements to be negotiated before lessees or operators can enter and occupy the surface would put surface owners in a position to ensure that impacts from oil and gas development are minimized and that all damages are fairly compensated. Specifying a time line for negotiation and alternative dispute resolution would ensure that the process does not unreasonably delay permitting and development. In order to provide a level playing field for negotiations of surface use

agreements, the lessee and landowner should have recourse to a mutually-agreed mediator or arbitrator if the parties cannot negotiate a surface use agreement.

WORC also recommends that written surface use and damage agreements be required to meet a set of minimum standards, recognizing that every agreement will vary depending on site specific circumstances. Such standards should:

1. provide for surface owner concurrence as to the placement of roads, wells, drill pads, pipelines, power lines, compressor stations, and all other oil and gas operations improvements;

2. compensate the surface owner for the use of their land and for any and all damages to property that are caused by the operator's proposed operations, based on agreed upon fee schedules;

3. include or rely upon a separate but attached comprehensive water management plan that includes provisions for the documentation and monitoring of water sources and for the proper handling of any discharged water (including wastewater from coal bed methane development);

4. require the operator to replace the water supply of a surface owner who obtains all or part of her/his supply of water for domestic, agricultural, or other legitimate uses from an underground or surface source that has been affected by oil and gas operations;

5. identify areas to be reclaimed after the completion of drilling operations, in full compliance with local, state and federal laws and regulations;

6. require the operator to obtain a reclamation release from the surface owner, and provide the surface owner with the option of assuming ownership of any of the operator's improvements; and

7. include indemnification and binding effect clauses for the protection of the surface owner.

Issue: Definition of Good Faith Negotiations

The BLM requires the lessee or its operator to enter into "good-faith" negotiations with a private surface owner, but does not specify what a "good-faith" effort must entail. In our view, "good faith" negotiation means, at a minimum, that a lessee or its operator negotiates with an open mind and genuine desire to reach agreement and, where appropriate, be prepared to compromise. This does not mean that the parties must reach agreement. However, negotiation in good faith involves the lessee or its operator acting honestly and reasonably in all circumstances. If the lessee or its operator receives a proposal from the surface owner they must give genuine consideration to it. In addition, the lessee or its operator must:

- Maintain a level of active communication with the surface owner,
- Respond promptly to phone calls, letters and other forms of communication,
- Provide relevant and accurate information to the surface owner about the proposed activities and plan of operations, and disclose all significant facts (such as the surface owner's right to protest and/or appeal a bond),
- Attend and constructively participate in meetings when they are arranged,
- Forswear any form of intimidation or threats,
- Ensure that people with real decision-making authority are involved in the negotiations,
- Put forward genuine offers and counter proposals, and be willing to put a verbal agreement into writing,
- Be prepared to move from their original position, and not change their position just as an agreement is in sight,
- Not make an issue of trivial items of disagreement, and
- Conduct themselves appropriately outside the negotiations, for example, making comments to the media.

WORC recommends that the BLM adopt and implement these criteria for good faith negotiations.

Issue: Basis Upon Which the Surface Damages Bond is Calculated

WORC recommends that the BLM broaden its regulatory definition of the language in the Stock Raising Homestead Act that a bond must compensate the surface owner for damages to her/his "crops or tangible improvements." The agency specifies that "crops include those for feeding domestic animals, such as grasses, hay and corn, but not plants unrelated to stock raising." This leaves out many other crops and also ignores impacts to stock raising and herd management caused by more roads, produced water containment ponds, ephemeral draws flooded with wastewater, etc.

The agency also states that "tangible improvements" do not include those "associated with nonagricultural development." This definition leaves surface owners who are not involved in agricultural development (such as many residential homeowners across the West) without apparent recourse for damages.

Finally, the bond does not cover a host of other damages caused by roads, well pads, wastewater discharges, containment ponds, etc. All of these activities disrupt ranching, agricultural production and daily living activities during the life of an oil and gas drilling operation and should be compensated during the interim period of loss.

An alternative approach to broadening the regulatory definition of "crops or tangible improvements" in the Stock Raising Homestead Act would be to amend the Act itself by including a new definition such as the following:

> The lessee or its operator shall post a good and sufficient bond to compensate the surface owner: (a) for the use of and any damages expected to result from operations on the surface owner's property, and (b) for damages to lost agricultural production and lost income there from, diminished land value, lost use of and access to the land, lost or diminished value of improvements and damage to the watershed, aquifers or water supplies on or underneath the property.

Issue: Amount of Surface Damages Bond

Once the BLM has expanded its regulatory definition of "crops or tangible improvements," or a new definition has been added to the Stock Raising Homestead Act, WORC recommends that the BLM ensure that the surface damages bond is sufficient to meet the full cost of damages incurred under the new or expanded definition, based on site-specific analysis.

Issue: Surface Owner Notification of Bond Protest and Appeal Rights

The surface owner has a right to protest and/or appeal the amount of the surface damages bond that is required under the Stock Raising Homestead Act. The BLM will independently notify the surface owner, in writing, of her/his rights regarding protests and appeals to the sufficiency of the surface damages bond. The problem from our point of view, however, is that the BLM will notify the surface owner about her/his rights after an agreement has failed and a bond has been served on the surface owner by the lessee or its operator.

Equally important is that even if an agreement has been reached, the operator should certify that the surface owner's rights to protest and/or appeal the bond were disclosed *at the beginning of negotiations*. Full knowledge of "other avenues," however weak they may be, could only strengthen the surface owner's bargaining position and make her/him less likely to accept the first agreement on a "take it or leave it" basis. Thus, the current notification of protest and appeal rights after an agreement has failed and a bond has been posted is too little, too late.

WORC recommends that the BLM be proactive and require the lessee or its operator to notify the surface owner of her/his rights to protest and/or appeal the bond at the beginning of negotiations, rather than notify them after the fact, as is current practice.

Issue: On-Site Pre-Drill Inspection

The BLM will schedule an on-site pre-drill inspection with the lessee for the purposes of planning the development of the oil and gas resources and invite the surface owner to participate, but this onsite inspection can occur as late as 15 days after the APD is deemed to be complete. Given the fact that there is a 30-day comment/protest period for drilling permits, this inspection is much too late in the process.

In a March 28, 2003 meeting with BLM staff in Washington, D.C., we asked that APD notification be given to the landowner within five days of it being filed, to allow for a better review before the onsite inspection. BLM was receptive and even offered a better proposal – require BLM field offices, upon APD filing, to send the full APD to the surface owner *that same day by certified mail*. WORC recommends that this proposal be adopted.

Issue: Reclamation Requirements and Financial Assurance

Reclamation planning and financial assurance for oil and gas sites falls far short of actual clean-up needs. See WORC's "Filling the Gaps" report at:

http://www.worc.org/energy/bonding/report.html

WORC recommends that the following six steps be instituted to improve the BLM's reclamation and financial assurance programs, either by strengthening the existing regulations and/or amending the Federal Onshore Oil and Gas Leasing Reform Act:

1. Require site-specific reclamation plans for each oil and gas operation that identify all impacts to surface lands and other resources.

2. Adopt clear, specific reclamation requirements and performance standards for oil and gas operations consistent with those required for other extractive industries.

3. Require financial assurance estimated by a professional engineer, in an acceptable format that covers the full cost of performing all reclamation tasks based on site-specific project analyses, prior to issuance of drilling permits.

4. Review and update reclamation plans and financial assurance every year.

5. Require an additional bond of $2/foot for inactive wells (not in operation for 12 months).

6. Require that the "operating rights owner(s)" and the "record title lessees" be held jointly responsible and liable for reclamation.

Issue: Idled, abandoned and orphaned well clean-up

Section 349 of the Energy Policy Act of 2005 directs the Secretary of Interior to establish a program to provide technical and financial assistance to oil and gas producing States to help clean-up orphaned or abandoned oil and gas wells on State and private land. WORC recommends that the BLM make this program a priority in its Fiscal Year 2007-2010 budgeting process as part of its commitment to minimizing impacts on privately owned surface.

Issue: Gold Book implementation

The Gold Book specifies surface operating standards and guidelines for oil and gas development on Federal lands. It does not have legal standing by itself unless adopted by a Field Office Manager in whole or in part into the permit. WORC recommends that BLM Field Office Managers either adopt the Gold Book in its entirety or incorporate specific Gold Book standards in drilling permits, especially those Best Management Practices designed to reduce the environmental effects of energy exploration and production.

Issue: Apply subsections (b) – (o) of the SRHA to oil and gas

Many of the private lands in the West were acquired under the Stock Raising Homestead Act (SRHA) of 1916. The people who homesteaded this land received ownership of the surface, while the federal government retained ownership of the minerals. Once the minerals are leased, the SRHA provides a right of entry for the mineral owner (see subsection (a) of the SRHA).

Subsections (b) through (o) of the SRHA place additional requirements on mineral developers for bonding, filing a plan of operation, assuring contemporaneous reclamation, and allowing surface owners to request an inspection. Unfortunately, minerals subject to disposition under the Mineral Leasing Act (in other words, oil and gas) are not covered under subsections (b) through (o). WORC recommends that Congress rectify this omission by amending the Stock Raising Homestead Act to include oil and gas under subsections (b) through (o).

Issue: Inspection and Enforcement

Inspection and enforcement is a critical component of the federal oil and gas program. In fact, the BLM recognizes that "inspection and enforcement is the single most critical activity that ultimately ensures protection of the natural environment and proper management of ecosystems with regard to the impacts of oil and gas activities." Yet, in the past, the BLM has suffered from a lack of resources for this activity.

The BLM has not balanced its efforts to speed oil and gas drilling with equally strong efforts to protect split estate landowners from the harmful impacts of this drilling. For more details see WORC's report, "Law and Order in the Oil and Gas Fields" at:

http://www.worc.org/issues/art_issues/LAW&ORDER.html

In addition, the Government Accounting Office issued a report in July 2005 that concluded, among other things, that the BLM is so focused on issuing permits for oil and gas drilling that it is neglecting its responsibility to protect the land and other resources. For a copy of the GAO report see:

http://www.gao.gov/new.items/d05148.pdf

Section 362 (c) of the Energy Policy Act of 2005 directs the Secretary of Interior and Secretary of Agriculture to "improve inspection and enforcement of oil and gas activities, including enforcement of terms and conditions in permits to drill," and authorizes $20 million for each of fiscal years 2006 – 2010 for this program. WORC recommends that the BLM make this program a priority in its fiscal year 2007-2010 budgeting process.

Section 365 of the Energy Policy Act of 2005 creates seven Pilot Project Offices where staff from four different federal agencies will work together as a single unit to process oil and gas permits more efficiently while maintaining environmental protections. According to the Memorandum of Understanding agreed to by the agencies, "the Pilot Project Offices will maintain or enhance high standards of safety and environmental protection through an effective oil and gas inspection and enforcement program for operations on federal lands." WORC encourages the BLM to focus sufficient resources on inspection and enforcement activities in the Pilot Project Offices, and to implement the recommendations outlined in WORC's Law and Order report.

Finally, WORC recommends the adoption of the following statutory language:

> By October 1 of each year the Secretary of Interior shall certify to Congress that available staff and budgets are adequate to meet quantified inspection and enforcement needs of the federal oil and gas program. The required certification shall be provided for each field office of the Bureau of Land Management that is managing valid federal oil and gas leases as well as each field office that intends to issue such leases in the fiscal year. The Secretary shall make all such certifications, including the budgetary and other documentation on which they were based, publicly available. In the event such certification cannot be issued for a given field office, that field office shall not issue or approve any new leases, new project level or full-field development projects or applications for permit to drill, unless and until the required certification is provided.

Issue: Rep. Udall's "Western Waters and Farm Lands Protection Act"

In 2005, Rep. Mark Udall (D-CO) introduced the "Western Waters and Farm Lands Protection Act." For a copy of the bill click on the following link:

http://thomas.loc.gov/cgi-bin/query/z?c108:H.R.+4017:

The bill would establish clear requirements for managing ground water, involving surface owners in plans for oil and gas development, providing landowners with advance notice of lease sales affecting their lands, and requiring reclamation plans and bonds. WORC recommends that the BLM endorse this bill in its report to Congress as an important step toward minimizing the impacts of oil and gas development on split estate landowners.

Issue: Federal Preemption of State Landowner Protection Statutes

In a letter to Wyoming's Oil and Gas Supervisor dated June 13, 2005, BLM Director Kathleen Clarke expressed the belief that Wyoming's newly passed Surface Owner Accommodation Act did not apply to federal minerals. WORC objected strongly to Director Clarke's letter and urged her to withdraw it. WORC understands that the Wyoming statute is being applied to the federal mineral estate nonetheless, and that the BLM has dropped its objections. If true, this is a good first step. However, WORC recommends that Director Clarke should officially retract her letter and affirm states' rights to protect landowners in situations where private surface overlies federal minerals.

Thank you for the opportunity to provide you with these comments. Don't hesitate to call or email with any questions or comments.

Sincerely,

Gwen Lachelt
Director