

The Government of the Northwest Territories' Recommendations on the Draft Supplemental Environmental Impact Statement (SEIS) for the Coastal Plain Oil and Gas Leasing Program (DOI-BLM-AK-0000-2021-0006-EIS)

#	Ch/Sec/ Sub-sec	Title	Comment(s)	Recommendation(s)
	N/A	Overarching Comment	<p>The Government of the Northwest Territories (GNWT) is interested in the Coastal Plain Oil and Gas Leasing Program, as species that have large home ranges and/or undergo large seasonal migrations, such as polar bears from the Southern Beaufort Sea subpopulation and Porcupine Caribou, have ranges that include both the Arctic National Wildlife Refuge (ANWR) and the Northwest Territories (NWT). In addition, the GNWT is a party to the Porcupine Caribou Management Agreement and is represented on the International Porcupine Caribou Board. As such, the GNWT has a responsibility to support the stewardship and conservation of the Porcupine herd and protection of subsistence harvest by Gwich'in and Inuvialuit people in the NWT. These goals and responsibilities are the basis for the GNWT's participation in the review of the Coastal Plain Oil and Gas Leasing Program.</p> <p>The GNWT has reviewed the draft Supplemental Environmental Impact Statement (SEIS) prepared by the Bureau of Land Management (BLM). While there remains uncertainty regarding the effectiveness of proposed mitigations and a potential for adverse impacts to transboundary species such as the Porcupine Caribou herd (PCH) and polar bears, Alternative D provides for more protection and mitigation measures for those</p>	<p>Of the alternatives presented in the draft SEIS, the GNWT prefers Alternative D because it allows all purposes of ANWR to be met and in general is more protective of PCH than Alternative B or C.</p> <p>The GNWT recommends the BLM select Alternative D but modify it by:</p> <ul style="list-style-type: none"> • Limiting lease sales to two offerings. • Ensuring the total land offered for leasing does not exceed the 800,000 acres minimum allowable allocation and limiting each lease sale to 400,000 acres. • Involve Indigenous governments and Indigenous organizations from Canada in drafting the final Environmental Impact Statement (EIS) for Alternative D, ensuring that traditional knowledge plays a pivotal role in guiding conservation strategies. • Hold community hearings in Fort McPherson and Aklavik and ensure that the Hunters and Trappers Committees, Renewable Resource Councils, and the public are notified of such meetings. <p>Beyond this overarching recommendation, please see the additional recommendations from the GNWT provided below.</p>

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			species than Alternative B or C. Alternative D also excludes more land from lease sales than Alternative B or C. Alternative D excludes 797,700 acres of land from lease sales. This 797,700 acres of land that is not available for lease sale includes areas identified by the GNWT as areas frequently used by the PCH (see the GNWT's December 17, 2020 submission on the Coastal Plain Oil and Gas Lease Sale Nomination and Comment process).	

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1.	1 1.5.1	Arctic National Wildlife Refuge	Section 1.5.1 of the draft SEIS outlines the five purposes of the ANWR, as dictated by the <i>Alaska National Interest Lands Conservation Act</i> (ANILCA). Of those five purposes, only one provides for an oil and gas program in the Coastal Plain. The other four purposes can be summarized as providing for the conservation of fish and wildlife populations, the fulfillment of international fish and wildlife treaty obligations of the U.S., the opportunity for continued subsistence uses by local residents, and the ability to ensure water quality and necessary water quantity within the refuge. To better align the oil and gas program in the Coastal Plain with the other four purposes of the ANWR, the minimum amount of lease sales required under the <i>Tax Cut and Jobs Act</i> (PL 115-97) should be selected. Additionally, the	<p>The GNWT recommends the BLM limit the number of oil and gas lease sales in the Coastal Plain to two sales, which is the minimum number of lease sales required under the <i>Tax Cut and Jobs Act</i>.</p> <p>The GNWT recommends that BLM confine lease offerings to 400,000 acres for each lease sale.</p> <p>The GNWT encourages the BLM to contact the Yukon Government for updates to the frequency of use of data layers for the PCH.</p> <p>This data should be used when deciding which land parcels to further remove from lease sales.</p>

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			<p>minimum amount of land required under the <i>Tax Cut and Jobs Act</i> should be offered during each lease sale. This would meet the objective of the <i>Tax Cut and Jobs Act</i> while providing for a more balanced and sustainable approach to development.</p> <p>Limiting the number of oil and gas lease sales in the Coastal Plain to two lease sales and the minimum amount of land would better align with the 1987 international <i>Porcupine Caribou Agreement between the Government of Canada and the Government of the United States on the Conservation of the Porcupine Caribou Herd (IPCA)</i> than allowing more than two lease sales or allowing more than the minimum amount of land for lease.</p> <p>Beyond better aligning with the purpose and goals of ANILCA and the IPCA, limiting the number of lease sales to the minimum number and size required would reduce the potential impacts to critical calving and post-calving habitat for the Porcupine Caribou Herd (PCH) and polar bear denning areas.</p>	
2.	2 2.3 2.3.5	Lease Stipulations	The BLM indicates that lease stipulations or required operating procedures (ROPs) may be waived if the intended objective can be achieved without it. While some ROPs and lease stipulations outline explicit criteria for their waiver, others do not. There is ambiguity on how these specific conditions correlate with the basic requirement of "objectives being met"	<p>Change: "The objective of a stipulation must be met before a waiver, exception, or modification would be granted."</p> <p>To: "The objective of a stipulation must be met before a waiver, exception, or modification would be granted. Requirements for granting a lease waiver, exception, or modification of a lease stipulation are written in the description of each lease stipulation"</p>

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			when deciding to waive a lease stipulation or ROP.	<p>where relevant. No waiver, exception, or modification should be granted if no requirements are provided.”</p> <p>AND: “Similar to stipulations, the objective of ROP must be met for exceptions, modifications, or waivers to be granted.”</p> <p>To: “Similar to stipulations, the objective of ROP must be met for exceptions, modifications, or waivers to be granted. As with stipulations, specific requirements for a waiver, modification, or exception are listed in the ROP. If none are listed, no waiver, exception, or modification should be provided.”</p>
3.	2 2.3 2.3.5	Lease Stipulations	The draft SEIS notes in subsection 2.3.5 that a BLM Authorized Officer may authorize a modification to a lease stipulation in certain circumstances and that the BLM can grant a waiver, exception, or modification of a stipulation through the permitting process.	Given the importance of the Coastal Plain to the PCH and the relatively undeveloped nature of the Coastal Plain, the GNWT recommends that the authority for the final review or decision on modifications or waivers be elevated to the director level with consultation with the Fish and Wildlife Service at the same level.

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4.	2.3 2.3.5	Table 2-3. Lease Stipulations and Required Operating Procedures by Action Alternative	ROP 36 requires the lease operator to work with affected subsistence communities to minimize impacts on subsistence uses. However, this requirement does not include Canadian communities.	<p>Add the Gwich'in Tribal Council, and the Inuvialuit Regional Corporation to the list of affected subsistence communities under <u>Standard (a)</u>. They can be classified as "Canadian Indigenous governments and Indigenous organizations" as they are not limited to single communities.</p> <p>Within <u>Standard (b)</u>, introduce a stipulation requiring applicants to also forward documentation of coordination to the Porcupine Caribou Management Board (PCMB) and/or the International Porcupine Caribou Board (IPCB).</p> <p>Under <u>Standard (e)</u>, specifically list the Gwich'in Tribal Council, the Inuvialuit Regional Corporation, and the subsistence user organizations to be consulted under "<i>Community Consultation</i>."</p>

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5.	2.3 2.3.5	Table 2-3. Lease Stipulations and Required Operating Procedures by Action Alternative	Lease Stipulation 6 under Alternative D requires that “Sections of the road would be evacuated whenever a large number of caribou (approximately 100 or more) approach the road within 2 miles (May 15 – July 28)”. The rationale for a trigger of 100 caribou and a trigger of two miles is not clear.	The final SEIS should explain how the triggers/thresholds were determined for the mitigation of evacuating sections of the road whenever a large number of caribou approach the road.
6.	2.4 2.4.3	No Waivers, Modifications, or Exceptions	In Table 2-3, which details Lease Stipulations and ROPs by Action Alternative, certain Lease Stipulations/ROPs specify conditions for waiving a stipulation/ROP, while others do not. Therefore, the purpose of each stipulation and ROP must be clearly defined to guarantee that objectives are achieved, even if a stipulation or ROP is waived.	For clarity in waiving lease stipulations or ROPs, the GNWT recommends that the BLM specify that leases should only be waived when the specific requirements for such a waiver are detailed in the description of a particular ROP or stipulation. If the conditions for waiving a lease stipulation/ROP are not explicitly mentioned in Table 2-3, then regulators should not have the authority to waive that lease stipulation/ROP.
7.	3	General Comments (Transboundary Impacts)	As it relates to transboundary impacts, it is not clear if BLM’s responsibilities under the IPCA have been met. The Agreement States: 2 (a) To conserve the Caribou Herd and its Porcupine habitat through international	The GNWT recommends that BLM engage with Canadian Indigenous governments and Indigenous organizations. The Gwich’in Tribal Council and the Inuvialuit Regional Corporation should be included in the engagements, as they may be highly impacted by the Coastal Plain Leasing Program.

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			<p>cooperation and coordination so that the risk of irreversible damage or long-term adverse effects as a result of the use of caribou or their habitat is minimized.</p> <p>2 (b) To ensure opportunities for customary and traditional uses of the Porcupine Caribou Herd by signatories of the PCMA.</p> <p>3 (e) Activities requiring a Party's approval having a potentially significant impact on the conservation or use of the Porcupine Caribou Herd or its habitat may require mitigation.</p> <p>3 (f). The Parties should avoid or minimize activities that would significantly disrupt migration or other important behavior patterns of the Porcupine Caribou Herd or that would otherwise lessen the ability of users of Porcupine Caribou to use the Herd.</p> <p>It is not clear that the Coastal Plain Leasing program has met the listed requirements if the minimum area required to be available for leasing under the 2017 <i>Tax Cuts and Jobs Act</i> is exceeded.</p>	

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8.	3 3.3.4	Direct and Indirect Impacts, Magnitude of Impacts	The draft SEIS describes the type, context, and duration of generalized potential effects (see Table 3-36) but does not assess the magnitude of those potential effects.	The final SEIS should assess the magnitude of the potential effect on valued resources under each Alternative.
9.	3 3.3.4	Terrestrial Mammals	<p>The GNWT believes the PCH will be particularly vulnerable to oil and gas development because of the following:</p> <ul style="list-style-type: none"> • Low maximal growth rates of the PCH herd (5% or less per year). • (As already noted in the draft SEIS), the herd calves where the best spring conditions allow, and early calf survival is 10% higher than average when the herd calves in the Coastal Plain. • A very small change in female survival (5%) moves the herd from an increasing population trajectory to a decreasing trend. • "...low productivity suggests factors that affect cow or her calf's survival will have a disproportionate impact in limiting herd growth or exacerbating a herd decline." (Russell and Gunn (2019) p. 15). 	The final SEIS should outline why and how the PCH will likely be unusually vulnerable to oil and gas development and the value an undisturbed Coastal Plain will have in the success of the PCH.

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			<ul style="list-style-type: none"> The over-riding conclusion from Russell and Gunn's (2019) scenarios was that in all model runs of all starting population sizes and climate conditions, development caused the herd to decline faster and grow slower, thus potentially leading to a tipping point that risks a population losing more animals in a decline phase than can be made up in a growth phase. <p>The data and modeling appear to indicate that the PCH's success can, at least partially, be attributed to the value of an undisturbed Coastal Plain, that the herd has limited annual growth potential, and that any development risks tipping the sensitive demographic variables into values that make it difficult for the herd to recover from natural cycles.</p>	
10.	3.3 3.3.4	Cumulative Impacts	<p>This subsection contains a qualitative assessment of the cumulative impacts of different threats to the PCH and provides details of quantitative analyses from studies examining the combined effects of development and climate change, which could result in PCH declines. However, that section did not examine appropriate mitigation and monitoring measures for managing cumulative impacts on the PCH.</p> <p>Appendix F outlines past, present, and reasonably foreseeable future actions. The</p>	Elaborate in the final SEIS how the Lease Stipulations under each Alternative contribute to minimizing cumulative impacts on the PCH.

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			assessment area includes the Western Canadian Arctic and identifies Canadian subsistence users as a category of impact. While it does not specify Canadian development projects within the PCH range, it does reference climate change. The area analyzed for PCH impact was its annual range.	
11.	3 3.4.2	Impacts Common to All Action Alternatives	The final paragraph on page no. "3-286/3-287" could use some detail. Right now, it does not state where the ROP and lease stipulations required to achieve "adequate investigation, such as surveys, consultation, and interviews..." are present in the text.	<p>The BLM should specify the relevant ROPs and stipulations in this section, and how they will ensure that "no potential adverse effects" will occur.</p> <p>These include ROP 29 (p. 2-61), ROP 36 (p. 2-69), and ROP 40 (p. 2-74).</p> <p>A second bracket should be added to the end of sentence 1 of the paragraph:</p> <p>(See ROP 29, ROP 36, and ROP 40)</p> <p>Also, add a new paragraph underneath the final paragraph on p. 3-286 to discuss how the ROPs would ensure there are no adverse effects.</p>
12.	3.3 3.3.5	Marine Mammals	<p>The current section for 3.3.5 does not discuss Indigenous whaling, which is important for subsistence and harvesting activities for Inuvialuit along the SBS [Southern Beaufort Sea] (Bowhead and Beluga whales).</p> <p>Whale hunting, particularly Beluga whale hunting, is extremely important to the Inuvialuit people near the SBS. All communities in the Inuvialuit Settlement Region hunt whales, and the Inuvialuit people possess detailed traditional knowledge and cultural connections regarding the whales they hunt</p>	<p>The GNWT recommends adding a component to this section referencing Inuvialuit hunters.</p> <p>Change:</p> <p>"Bowhead and beluga whales represent the strongest connectivity among the Pacific Arctic nations."</p> <p>To:</p> <p>"Bowhead and beluga whales represent the strongest connectivity among the Pacific Arctic nations, and they are an important source of</p>

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			<p>(Vaugh et al., 2018). Whale parts are an important component of Inuvialuit art, particularly carvings and whale skin (Zschogner, 2022). Worden et al. (2020) use oral history and interviews to demonstrate that the beluga harvest is a central part of Inuvialuit culture both for subsistence and commercial sale.</p> <p>Any potential impact on whales, or access to whaling camps, would thus be cumulative, potentially having a further adverse effect on dependent communities.</p> <p>As such, it is important to emphasize the potential transboundary impacts of the Coastal Plain Leasing Program on whales, and those dependent on them.</p>	<p>subsistence and income for Indigenous hunters in Alaska and Canada.”</p> <p>Additionally, on page no. “3-303” after the word “polar bears” add:</p> <p>“Bowhead whales, beluga whales “and other marine mammals”.</p>

13.	3.3 3.3.5	Polar Bear	<p>The draft SEIS recognizes the shared nature of polar bears with Canadian users and references the Inuvialuit- Iñupiat <i>Polar Bear Management Agreement</i> but does not examine the potential impacts of the Alternatives on polar bears and their subsistence use by both the Iñupiat and Inuvialuit in any detail. The draft SEIS presumes that mitigation measures benefiting Alaskan subsistence hunters will similarly benefit Canadian hunters.</p> <p>Tables 3-40 and 3-41 compare the development Alternatives in terms of the potential number of affected polar bear dens and area of denning habitat but do not compare the Alternatives in terms of their impact on subsistence use.</p> <p>The draft SEIS notes that “any additional mortality that affects the SBS stocks could have repercussions for the harvest quota and the hunters in both nations who are party to the agreement.” However, it did not elaborate on the extent to which the population might decrease and its accompanying impacts on harvest levels for Inuvialuit hunters regarding the potential effects on the Inuvialuit's subsistence hunting of polar bears.</p>	<p>Add a new section that evaluates the potential effects of each Alternative (A, B, C, and D) on the subsistence use of polar bears by the Iñupiat and Inuvialuit within the Transboundary Impacts subsection of Section 3.3.5 in the draft SEIS. Alternatively, this information can be incorporated into Section 3.4.3 – Subsistence Uses and Resources - Transboundary Impacts.</p>
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14.	3.3 3.3.5	Critical Habitat	<p>The subsection highlights the critical habitat zones for polar bears, specifically the terrestrial denning habitat situated on the northern coast of Alaska. It explains that the denning habitat lies within 20 miles inland from the coast between the US-Canada border and the Shaviovik and Kavik Rivers, and within 5 miles from the coast from there to Point Barrow. 81.1 percent of the program area was determined as the polar bear's critical habitat. However, the draft SEIS notes that not all parts within this area serve as potential maternal denning habitats due to topographical differences and varying bank-habitat characteristics.</p> <p>Map 3-40 in Appendix A displays the distinct units of the polar bear's critical habitat, with some known dens extending further inland than 20 miles. The impacts on polar bear habitats under different Alternatives were also outlined. Specifically, it states that Alternative C - Lease Stipulation 5 applies no surface occupancy and has timing restrictions on 8.8% of the terrestrial critical habitat. Further Lease Stipulations under this Alternative would protect denning habitats, but there is not a quantitative estimate of the amount of critical habitat that would be covered. Alternative D was stated as providing the maximum protection for denning polar bears but lacks a detailed breakdown of the critical habitat coverage.</p>	<p>Lease Stipulation 14 (Table 2-3, page no. 2-24 of the draft SEIS) focuses on detecting, avoiding, monitoring, and reporting polar bear dens. However, it does not specify the coastal distance where these rules are applicable, nor does it mention the critical habitat.</p> <p>Modify Lease Stipulation 5 to include all the terrestrial units of polar bear critical habitat that extends 20 miles inland from the coastline.</p> <p>Describe the <u>Endangered Species Act</u> (ESA) and <u>Marine Mammal Protection Act</u> (MMPA) requirements referenced under Lease Stipulation 5 that proponents must comply with under all Alternatives.</p> <p>Clarify whether Lease Stipulation 14 applies to the entire program area.</p> <p>Provide a clear quantitative comparison of the percentage of the barrier island and terrestrial denning units of designated polar bear critical habitat that will be protected from destruction/disturbance under each of the Alternatives.</p>

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			<p>Some Lease Stipulations under Alternatives C and D extend only 5 miles inland, even though the defined critical habitat reaches 20 miles inland. One such stipulation, Lease Stipulation 5, pertains to the Coastal Polar Bear Denning River Habitat. It puts forth restrictions for polar bear denning habitats within a 5-mile zone inland, but only offers protection within a 1-mile range within that zone, and only seems to apply to the fine-scale denning habitat identified on Map 3-40 surrounding specific rivers listed in the Lease Stipulation. This stipulation also requires that proponents “Comply with ESA and MMPA requirements” which are not specified in the draft SEIS.</p> <p>Lease Stipulation 14 (Table 2-3, page no. 2-24 of the draft SEIS) focuses on detecting, avoiding, monitoring, and reporting polar bear dens, it does not specify the coastal distance where these rules are applicable, nor does it mention the critical habitat.</p>	

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15.	3.4 3.4.3	Transboundary Subsistence Uses	<p>The GNWT is a signatory to land claim agreements (i.e., treaties) with the Gwich'in and Inuvialuit and is currently negotiating a transboundary agreement with the Nacho Nyak Dun. The Indigenous and treaty rights recognized in these agreements are protected by Section 35, Part 1 of the <i>Canadian Constitution Act, 1982</i>, which recognizes the right of Indigenous peoples to harvest wildlife species like the Porcupine Caribou as they have for millennia.</p> <p>The draft SEIS states that "Mitigation that avoids or minimizes impacts on Alaskan subsistence hunters would have positive ancillary effects on hunters in Canada as well." However, it is vague on how these measures would address potential effects on those from the Northwest Territories (NWT) who harvest Porcupine Caribou.</p> <p>The GNWT recommends referencing Canadian Indigenous governments and Indigenous organizations' harvesting rights under the Gwich'in Comprehensive Land Claim Agreement and the Inuvialuit Final Agreements in the final SEIS.</p>	<p>The GNWT seeks a detailed explanation or quantification of the potential impacts on individuals in the NWT who subsist on Porcupine Caribou for each Alternative. Additionally, clarify how specific mitigations associated with each Alternative would mitigate these effects and outline how specific mitigations for each Alternative would lessen these impacts. Further, quantify the potential residual impacts to PCH subsistence harvesters in the NWT after the application of mitigations in each Alternative. The assessment could also be linked to the colour chart used to tie harvest management to herd status in the <u>PCH Harvest Management Plan</u>.</p>

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16.	3 3.4 3.4.4	Sociocultural Systems	While this subsection goes into some depth on the potential impact of the Coastal Plain Leasing Program on Canadian Indigenous communities, it wasn't as comprehensive as the impact assessment on American communities present in 3.4.4.	<p>The GNWT recommends the following:</p> <ul style="list-style-type: none"> • Split the discussion of subsistence users on p. 3-362 into Gwich'in and Inuvialuit users, where focus is given to the differentiated impact of the project on polar bears, beluga whales, and bowhead whales for the Inuvialuit people and the caribou for the Gwich'in. • Provide some discussion on the cumulative and climate change impacts of the project on subsistence, and cultural and spiritual aspects of the lives of Indigenous people in Canada. Particularly, more depth could be given to the importance of the region to Canadian Gwich'in, and how they view development in the ANWR region in relation to its importance as the origin point of their people. • Some discussion of the impact of the projects on cross-border ties may also be important. Ties between cross-border Gwich'in and Inuvialuit communities may be disrupted, as communities on the Canadian side may experience projects on the Coastal Plain differently than their Alaskan counterparts.
17.	3.4 3.4.11	Social Determinants of Health	The current document does not appear to discuss the potential impacts of the development of the Coastal Plain Leasing Program on Social Determinants of Health, particularly the spiritual and cultural importance of the PCH and subsistence for	A paragraph at the end of Section 3.4.11 should discuss the potential impacts of the development of the Coastal Plain Leasing Program on Social Determinants of Health for Gwich'in and Inuvialuit communities in Canada.

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			<p>Indigenous communities both in Alaska and Canada.</p> <p>There may be impacts on social determinants of health because of the potential disruption of ritual and spiritual components of Cultural Continuity, Food Security, and Food Sharing.</p> <p>These impacts would be felt due to a decrease in subsistence resources (due to possible reduction in PCH particularly, and Bowhead and Beluga whales) and potential developments on a culturally or spiritually important site to the Gwich'in and Inuvialuit people (without direct consultation and engagement with Canadian IG and IOs, the location of these sites will remain unknown.</p> <p>It is noted that the potential disruption of ritual and spiritual components of Alaskan Gwich'in and Inuvialuit people is not mentioned in the Social Determinants of Health section earlier in the chapter.</p>	<p>The GNWT recommends adding a section at the end of the Social Determinants of Health section which would discuss the potential impacts of a disruption of ritual and spiritual components of Gwich'in and Inuvialuit life due to a reduction in subsistence and cultural resources (including potential disruption of Beluga and Bowhead whale habitat) and development of the caribou calving region.</p> <p>These impacts should also be included in the discussion of alternatives on p. 3-445.</p>
18.	4	Collaboration and Coordination	<p>Chapter 4 provides details on the public and agency outreach efforts of the BLM in developing the draft SEIS under <i>the National Environmental Protection Act</i>, but it does not address how the SEIS complies with international agreements, including those with Canada.</p> <p>For example, it is unclear how the SEIS meets clauses 2a-d, 3b, and 3e-g of the IPCA.</p>	<p>The GNWT recommends the BLM list international agreements applicable to the leasing area and demonstrate how the SEIS fulfills the requirements of clauses 2a-d, 3b, and 3e-g of the IPCA.</p>

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19.	4.3	Tribal Consultation	<p>The draft SEIS notes that Alaskan Indigenous communities may experience some mitigative effects on subsistence through greater access to jobs and compensation through the Leasing Project. However, the SEIS specifically notes in Sections 3.4.2, 3.4.3, 3.4.4, and 3.4.11 (along with 3.7) that Canadian communities may experience negative consequences to multiple socio-economic variables (both cultural and spiritual and subsistence/public health) and will not experience any benefits from the program.</p> <p>While the GNWT recognizes the inclusion of the impact of the Coastal Plain Leasing Project on Canadian Indigenous communities (particularly those most dependent on the PCH) and the inclusion of consultation with the Canadian federal government, the GNWT notes that engagements with Indigenous governments and Indigenous organizations have not occurred.</p> <p>Additionally, it is not clear whether BLM responsibilities related to engagement and communication with Canadian Indigenous people under IPCA have been met.</p> <p>The Agreement States:</p> <p>2(c) To enable users of Porcupine Caribou to participate in the international coordination of the conservation of the Porcupine Caribou Herd (PCH) and its habitat.</p>	<p>Given the potential for impacts on caribou and the resulting potential negative impacts on Canadian Indigenous People's culture, traditions, and therefore their sense of well-being, and the United States' responsibilities under the IPCA, the GNWT recommends the following:</p> <ol style="list-style-type: none"> 1. The GNWT suggests that BLM engages with Canadian Indigenous governments and Indigenous organizations reliant on the PCH. Engagement of this kind would allow for the incorporation of traditional knowledge into the Lease Stipulations and ROPs from Indigenous knowledge holders. 2. As a further method of ensuring the interests of Canadian users of the PCH are given effective consideration, the GNWT recommends further communication and engagement with Canadian Indigenous governments and Indigenous organizations dependent on the PCH as follows: <ul style="list-style-type: none"> • The GNWT recommends that community hearings be held at a minimum in Fort McPherson and Aklavik and the BLM ensures that the Hunters and Trappers Committees, Renewable Resource Councils, and the public are notified of such meetings. • The BLM should also engage with the Gwich'in Tribal Council and the Inuvialuit Regional Corporation directly, as their citizens have a high level of cultural and subsistence dependence on the PCH. Virtual

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			<p>2(d) To encourage cooperation and communication among governments, users of Porcupine Caribou, and others to achieve these objectives.</p> <p>3(b) The Parties will ensure that the PCH, its habitat, and the interests of users of the Porcupine Caribou are given effective consideration in evaluating proposed activities within the range of the Herd.</p> <p>From 1992 to 1994, Canadian users, primarily the Inuvialuit, accounted for 85% of the PCH harvest, while Alaskan users accounted for the remaining 15%. Despite the high dependence of Canadian users, they have not been engaged to the same extent as Alaskan PCH users.</p> <p>During its scoping process, the BLM engaged in government-to-government consultation with five Alaskan Tribal Governments across six meetings. The BLM has also engaged with <i>Alaska Native Claims Settlement Act (ANSCA)</i> Corporations in two corporate consultation meetings with the Kaktovik Iñupiat Corporation and has been involved with five Tribal Governments in Alaska throughout the development of the SEIS.</p> <p>However, one-on-one or direct communication/meetings with Indigenous governments and Indigenous organizations from Canada have not occurred, and neither</p>	<p>public meetings that are not specific to Canadian Indigenous governments and Indigenous organizations are not a substitute for engagement with Canadian subsistence harvesters.</p> <p>3. The PCMB is largely made up of members of Canadian Indigenous communities. Additionally, the chairperson of the PCMB is a member of the IPCB.</p> <ul style="list-style-type: none"> • Thus, consultation with the PCMB would be an excellent method for the BLM to ensure the interests of Canadian users of the PCH are given effective consideration under the IPCA. <p>The GNWT recommends the BLM establish communication channels with these Indigenous governments and Indigenous organizations for discussions related to any upcoming on-site activities related to oil and gas leasing in the Coastal Plain that need the BLM's approval, including potential exploration and development initiatives that would necessitate a more detailed <i>National Environmental Policy Act</i> evaluation based on the site-specific proposal. The GNWT acknowledges and supports the stipulation that notes that the International PCH Technical Committee is to review and approve Adaptive Management Plans submitted under Lease Stipulation 6 and ROP 23 and 23.1 for Alternative D, which provides a further opportunity for consultation.</p>

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			<p>was their feedback included in the EIS and draft SEIS.</p> <p>Thus, while Alaskan users have been able to participate and cooperate with the BLM in developing the Coastal Plain Leasing Program and were able to communicate their preferences and concerns to the BLM through direct consultation, it is not clear that the BLM has sufficiently communicated with Canadian users (the vast majority of PCH users). Nor has the BLM fostered the participation of Canadian Users in PCH conservation strategies during the development of the draft SIES to the same extent as Alaskan users. This lack of engagement with Canadian users should be corrected.</p>	
20.	4.7	Coordination with the Canadian Government	<p>The current draft of SEIS currently has one sentence stating in its entirety:</p> <p>“The DOI [Department of Interior] has consulted and exchanged information with the Canadian government for the development of the Leasing SEIS.”</p> <p>It is not clear from this sentence what segments of the Canadian government (Federal, GNWT, Yukon government) have been consulted. It is also unclear exactly what is meant by “consulted and exchanged information.”</p> <p>Including information on the specifics of the BLM consultation with the Canadian government would prevent uncertainty as to the extent of consultation between the BLM</p>	<p>Section 4.7 needs to be brought up to the same standard as other sections of Chapter 4. If no government-to-government consultation or meetings have been initiated at this point, the final SEIS should make that clear.</p> <p>Given the draft SEIS states that the DOI has consulted and exchanged information with the Canadian government, the final SEIS should be explicit in describing the consultation and the topics covered in the information exchange. If the consultation and exchange of information was solely the commenting by Canadian governments on previous versions of the EIS, this should also be made clear.</p>

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			and Canada for both the public, and other governments. Commenters would then be able to provide more effective input related to the level of consultation that has occurred between the BLM and the Canadian government.	If consultation and information sharing have occurred with Canadian IGs and IOs, then these should be listed in another section (example: Section 4.8 Canadian Indigenous governments and Indigenous organizations).
21	N/A	Minimum acceptable lease stipulations and ROPs	It is the GNWT's understanding that the BLM is not bound to select the Alternatives outlined in the draft SEIS but could authorize different aspects from each Alternative. The lease stipulations and ROPs associated with Alternative D provide the most protection for polar bears and Porcupine Caribou as compared to the lease stipulations and ROPs in Alternative B and C. Importantly, Alternative D (and C) would only allow seismic exploration in areas of land available for lease sales. The GNWT believes it is important for the stewardship and conservation of species that inhabit both the Arctic National Wildlife Refuge and the NWT that the mitigations provided for under the lease stipulations and ROPs associated with Alternative D, at a minimum, be applied to any future lease.	If the BLM decides to authorize the land outlined in Alternative B or C for oil and gas lease sales the GNWT recommends that the lease stipulations and ROPs from Alternative D be applied to those lease sales.