



United States Department of the Interior



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June 29, 2022

In Reply Refer To:
3120 (9220)

See attached list of recipients.

EXPLANATION IN SUPPORT OF DECISION

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JUNE 30, 2022 COMPETITIVE OIL & GAS LEASE SALE PROTEST OF SIX PARCELS, PECOS DISTRICT OFFICE AND OKLAHOMA FIELD OFFICE

PROTEST DISMISSED

On May 18, 2022, the United States Department of the Interior (DOI) Bureau of Land Management (BLM) New Mexico State Office (NMSO) received a protest from the Western Environmental Law Center, the Center for Biological Diversity, Citizens for a Healthy Community, Defenders of Wildlife, Evergreen Action, Friends of the Earth, Montana Environmental Information Center, Sierra Club, Barbara Vasquez, the Waterkeeper Alliance, Living Rivers/Colorado Riverkeeper, Rio Grande Waterkeeper, Western Watersheds Project, and WildEarth Guardians (herein referred to as “Protesting Party”) protesting the offering of the six parcels described in the Notice of Competitive Oil and Gas Internet-Based Lease Sale¹ (Sale Notice) for the June 2022, Competitive Oil and Gas Lease Sale (Lease Sale).

The six protested parcels are unleased Federal mineral estate administered by the BLM Pecos District Office (PDO) located in Chaves and Lea Counties of New Mexico and the Oklahoma Field Office (OFO) located in Dewey County, Oklahoma. Altogether the protested parcels include 535.72 acres.

¹ Of the 6 parcels described in the Sale Notice, 5 parcels are within the jurisdiction of the BLM Pecos District Office, and 1 parcel is within the jurisdiction of the BLM Oklahoma Field Office. The Sale Notice can be found at the following url:
[https://eplanning.blm.gov/public_projects/2015538/200495187/20057762/250063944/BLM%20NM%20June%202022%20Competitive%20Oil%20and%20Gas%20Lease%20Sale%20Notice%20508_Final%20\(2\).pdf](https://eplanning.blm.gov/public_projects/2015538/200495187/20057762/250063944/BLM%20NM%20June%202022%20Competitive%20Oil%20and%20Gas%20Lease%20Sale%20Notice%20508_Final%20(2).pdf).

In a Decision dated June 29, 2022, sent separately from this Explanation in Support of Decision, the BLM notified parties protesting the PDO and OFO parcels in the June 2022 Lease Sale that protests to the PDO and OFO parcels are dismissed and provided information about the rights of the protesting parties to appeal the BLM's Decision within 30 days.² As noted in the Decision letter, the following is the detailed Explanation in Support of Decision in response to the specific protest submitted by the Protesting Party to the six PDO and OFO parcels in the June 2022 Lease Sale.

BACKGROUND

The BLM PDO and OFO both produced Environmental Assessments³ (EAs) as part of the lease sale process (hereinafter, June 2022 Lease Sale EAs or EAs). The June 2022 Lease Sale EAs document the office review of all parcels nominated for the June 2022 Lease Sale and take a hard look at potential impacts from the proposed action and other alternatives (as applicable). The review by the PDO and OFO included interdisciplinary team analysis, geographical information systems (GIS) screening and/or field visits of nominated parcels, review for conformity with the current land use decisions for the planning areas, and preparation of EAs documenting National Environmental Policy Act of 1969 (NEPA) compliance. The NMSO also reviewed each of the parcels, confirmed plan conformance and conformance with national and state BLM policies. As cited in the June 2022 Lease Sale EAs, the BLM tiered the analysis to the Carlsbad Field Office (CFO), Roswell Field Office (RFO), and the OFO Resource Management Plans (RMPs), RMP Amendments (RMPAs) and associated Environmental Impact Statements (EISs). The EAs consider two alternatives: a no action (not offering any parcels for lease) and a proposed action (offering six parcels for lease).

The draft parcel lists and GIS shape files, showing the spatial location of the parcels for the June 2022 Lease Sale, were made publicly available online from August 31 to October 1, 2021, during a public scoping period. During this public scoping period, the BLM invited the public to provide comments identifying issues relevant to the proposed action or new technical or scientific information for the BLM to consider in the June 2022 Lease Sale EA to be prepared in compliance with NEPA. In a letter dated September 13, 2022, the BLM received a scoping letter from WildEarth Guardians, *et al.* requesting a comment period extension of 90 days. In a letter dated September 30, 2021, the BLM received a public scoping letter from The Wilderness Society, in which the Protesting Party was one of the commenting parties, requesting that the BLM postpone the lease sales unless and until the respective RMPs covering the lease sales are updated: (1) to fully account for and properly analyze and address the cumulative environmental impacts of greenhouse gas emissions resulting from reasonably foreseeable fossil fuel development in the resource areas; and (2) to ensure compatibility with the U.S. climate goal of limiting warming to 1.5°C above pre-industrial levels. The commenting parties also requested that short of immediately postponing the June 2022 Lease Sale, the BLM must prepare an EIS to address the significant cumulative impacts related not only to the greenhouse gas (GHG)

² The instructions for appealing the BLM's Decision are also included at the end of this Explanation in Support of Decision, although, as the BLM's Decision states, the 30-day appeals period begins upon receipt of the BLM Decision and not this supporting Explanation in Support of Decision.

³ <https://eplanning.blm.gov/eplanning-ui/admin/project/2015540/570> and <https://eplanning.blm.gov/eplanning-ui/admin/project/2015542/570>

emissions, but also to air and water pollution, recreation, wildlife, other public land uses, and an unfair return to taxpayers from an outdated and inadequate leasing regime. In addition, on October 1, 2021, the BLM received a public scoping letter from the Center for Biological Diversity, submitted through ePlanning, in which the Protesting Party was one of the commenting parties, requesting that BLM defer all parcels proposed for lease pending completion of programmatic review of the federal fossil fuel programs.

From October 29 to December 9, 2021, the draft June 2022 Lease Sale EAs were made publicly available online, and the BLM invited the public to review and provide substantive comments, with reasonable basis, regarding the accuracy of information, methodology, or assumptions used, reasonable alternatives other than those analyzed, or new technical or scientific information not already considered. In a letter dated November 16, the BLM received a public comment from WildEarth Guardians *et al.*, submitted through e-planning, in which the Protesting Party was one of the commenting parties, requesting that BLM hold public hearings and for an extension of the Public Comment Periods.

In addition, in a letter dated December 8, 2021, submitted through ePlanning, the BLM received a comment letter from the Center for Biological Diversity, in which the Protesting Party was one of the commenting parties, requesting that the BLM defer all parcels proposed for lease pending completion of programmatic analysis and review under NEPA, the Federal Land Policy and Management Act (FLPMA), and other laws of the federal fossil fuel programs' cumulative greenhouse gas pollution, their associated climate impacts, and their compatibility with BLM's public-lands statutory mandates and the U.S. goal of limiting global warming to 1.5 Celsius. The Center for Biological Diversity provided 12 overarching comments:

1. *Louisiana v. Biden*, 543 F. Supp. 3d 388 (W.D. La. 2021), does not require holding a lease sale or issuing any leases;
2. Adequate NEPA review under Secretarial Order 3399 (April 16, 2021) is required prior to offering these leases for sale;
3. BLM must prepare an EIS to address the cumulative impacts of all lease sales announced August 31;
4. BLM must prepare a programmatic EIS to take a hard look at climate impacts of the resumption of federal oil and gas leasing and to avoid any new greenhouse gas pollution;
5. BLM has failed to consider an adequate range of alternatives;
6. The BLM has failed to take a "hard look" at reasonably foreseeable environmental consequences;
7. BLM's conclusions regarding greenhouse gases (GHGs) and climate in its proposed Findings of No Significant Impact are not adequately supported by NEPA analysis in the EAs;
8. Leasing new federal fossil fuels for development would cause unnecessary and undue degradation that is prohibited under FLPMA;
9. The EAs' treatment of greater sage grouse violates NEPA and FLPMA;
10. BLM may not arbitrarily assume the potential benefits of leasing outweigh the social and environmental costs;
11. The EAs fail to take a "hard look" at impacts to water resources from well construction practices and hydraulic fracturing;

12. BLM must consult with the National Marine Fisheries Service and the U.S. Fish and Wildlife Service (the Services) on the GHG emissions caused by its leasing proposal.

On April 18, 2022, the Sale Notice and revised June 2022 Lease Sale EA for the protest period (protest EA) were publicly posted, initiating a protest period from April 18 to May 18, 2022. The Sale Notice described the procedures for filing a formal protest. A protest from the Protesting Party was timely received by the BLM on May 18, 2022. The Sale Notice describes the procedure for filing a formal protest. The Protesting Party's protest addressed all six PDO and OFO parcels listed in the Sale Notice. The Protesting Party's statements of reason and supporting statements in its protest are similar to the Protesting Party's draft EA comments.

On June 30, 2022, six parcels located within the jurisdiction of the PDO and OFO totaling approximately 535.72 acres were offered for sale.

STATEMENTS OF REASONS

The following responses by the BLM address the Protesting Party's statements of reasons⁴ related to the six protested parcels. The BLM has reviewed the Protesting Party's statements of reasons in their entirety. The Protesting Party provides twelve primary statements of reasons. Each of the Protesting Party's statements of reasons is numbered in bold, below, followed by a summary of the Protesting Party's arguments. The BLM's response to each of the Protesting Party's statements of reasons follows.

1. *Louisiana v. Biden* Does Not Require Holding a Lease Sale or Issuing Any Leases.

The Protesting Party argues that the June 15, 2021, preliminary injunction issued by the U.S. District Court for the Western District of Louisiana in *Louisiana v. Biden* does not require holding lease sales. The Protesting Party alleges that BLM has continued to rely on the *Louisiana* order as a justification for the proposed lease sales, which is arbitrary and capricious.

BLM Response:

The Proposed Action was triggered by the authorities listed in the Purpose and Need. The purpose of the Proposed Action alternative is to respond to the public nominations as EOIs for oil and gas leasing on specific federal mineral estate through a competitive leasing process and either lease or not lease the nominated lease parcels. The need for the proposed action is to consider the action alternatives is established by the BLM's responsibility under the MLA as amended, the Mining and Minerals Policy Act of 1970 as amended, the Federal Onshore Oil and Gas Leasing Reform Act of 1987 as amended, and FLPMA of 1976 as amended. This lease sale, which represent an exercise of the Secretary's broad discretion under the MLA, is consistent with applicable law, including any applicable injunctive relief from federal courts.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

⁴ The protest letters can be found at the following url: <https://eplanning.blm.gov/eplanning-ui/admin/project/2015538/570>.

2. Adequate NEPA Review Under Secretarial Order 3399 Is Required Prior to Offering These Leases for Sale.

The Protesting Party argues that under the plain terms of the National Environmental Policy Act and Department of Interior Secretarial Order 3399, the BLM's NEPA processes must take place under the Council on Environmental Quality's pre-2020 regulations implementing the National Environmental Policy Act. To the extent BLM relied on or applied the 2020 Rule for purposes of administering this lease sale proposed in 2022, the Protesting Party finds that reliance on and application of the 2020 Rule unlawful, including but not limited to the following reasons:

- Neither an EA nor EIS were prepared pursuant to NEPA to evaluate the environmental impacts of the 2020 Rule;
- The 2020 Rule was not analyzed for its potential impact on the directive in Executive Order 12898 and CEQ's longstanding policy and practice of fully analyzing the environmental justice impacts of its actions;
- The 2020 Rule is inconsistent with the statutory purpose and language of NEPA; and
- The 2020 Rule was issued by CEQ and the Chair of CEQ in excess of their statutory authority.

The Protesting Party claims that BLM's FONSI's for this lease sale proposed in 2022 apply the Significance Criteria described in 40 CFR §1508.27, which implies that BLM is applying the CEQ NEPA regulations that were in effect prior to the 2020 Rule and that only the FONSI for the 2022 lease sale in New Mexico explicitly states that BLM is applying the CEQ NEPA regulations that were in effect prior to the 2020 Rule. For the reasons explained in the bullets above and pending CEQ's review of the environmental impacts of the 2020 Rule, the Protesting Party requests that BLM apply the CEQ NEPA regulations that were in effect prior to the 2020 Rule for purposes of administering the lease sale proposed in 2022, including in BLM's cumulative impact analysis of GHG emissions in the *2020 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends*. The Protesting Party claims applying the CEQ NEPA regulations that were in effect prior to the 2020 Rule also align with the Department of Interior Secretarial Order No. 3399 (April 16, 2021).

BLM Response:

The analysis contained in the EA and the BLM Annual GHG Report is consistent with NEPA requirements, case law and other court decisions. The EA provides an assessment of potential direct, indirect, and cumulative Federal GHG emissions and provides an appropriate discussion of the climate impacts that may occur - see, e.g., draft, protest, and final June 2022 Lease Sale EAs, Chapter 3 Section 3.6.2 and 3.6.1 (Greenhouse Gases and climate change)) and the BLM's 2020 Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends⁵ which the analysis incorporates by reference.

The EA and FONSI follow the guidance in Secretarial Order 3399 and considers the significance

⁵ The BLM's *2020 Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends* is available at the following url: <https://www.blm.gov/content/ghg/>.

factors and a full analysis of cumulative effects consistent with definitions in the 1978 regulations. This order states that “Bureaus/Offices will not apply the 2020 Rule in a manner that would change the application or level of NEPA that would have been applied to a proposed action before the 2020 Rule went into effect on September 14, 2020.”

The Protesting Party is incorrect when it claims that the BLM New Mexico’s FONSI is applying the CEQ NEPA regulations that were in effect prior to the 2020 Rule. The FONSIs accompanying the BLM’s analysis apply the CEQ Regulations that are currently in effect⁶, and the significance criterion identified in 40 CFR 1501.3(b)(2)(i-iv).

This protest issue is dismissed.

3. BLM Must Prepare an EIS to Address the Cumulative Impacts of All Lease Sales Announced August 31.

The Protesting Party argues that each of the proposed lease sales announced by the Interior Department on August 31, 2021, including offshore lease sale 257, which covers over 80 million acres in the Gulf of Mexico, are part of a larger national initiative and must be analyzed as such under NEPA. That means preparing an environmental impact statement (EIS) to address the cumulative impacts of the tens of millions of acres that may be leased both onshore and offshore. Cumulative impacts include not only those related to climate and greenhouse gases, but also wildlife habitat, water pollution, impacts to wildlife and recreation and other uses of these lands and waters, and other relevant issues. The Protesting Party requests BLM consider, discuss, and evaluate the climate science regarding past and present impacts from climate change to further contextualize the climate impacts from the cumulative emissions of GHGs associated with the proposed lease sales and the federal fossil fuel program.

As a result of this alleged deficiency, the Protesting Party requests that all six parcels for the New Mexico/Oklahoma June lease sale be withdrawn pending preparation of such an EIS.

BLM Response:

Contrary to the Protesting Party’s claims, the level of environmental analysis conducted by the BLM for the June 2022 Lease Sale is consistent with the purpose and requirements of NEPA. The Protesting Party has not identified any significant impacts requiring an EIS.

In addition, the BLM considered direct, indirect, and cumulative impacts from the June 2022 Lease Sales within the context of previous land-planning documents to which the EA analysis is tiered. See, e.g., draft, protest, and final PDO and OFO June 2022 Lease Sale EAs, Section 1.4 (conformance with the BLM land use plans, including the CFO, RFO, and the OFO RMPs, RMP Amendments (RMPAs) and associated Environmental Impact Statements (EISs)). The BLM identified, disclosed, and analyzed each of the potential impacts from the June 2022 Lease Sale that the Protesting Party raises, including the potential direct, indirect, and cumulative effects of climate and GHG emissions, to wildlife and habitat, water quality and quantity, recreation, other uses of these lands and waters, and other relevant issues. See, e.g., draft, protest, and final June 2022 Lease Sale EAs, Chapter 3 (Affected Environment and Environmental Impacts Sections 3.5

⁶ <https://www.ecfr.gov/current/title-40/chapter-V/subchapter-A/part-1501?toc=1>.

(Issues Analyzed in Brief), 3.6 (Issues Analyzed in Detail), and Table 1.2 (Issue Analyses and Documentation Incorporated by Reference from the March 2019 Final EA, of the Oklahoma EA).

The BLM has disclosed the GHG emissions from the Proposed Action and provided context for those emissions compared to existing federal onshore GHG emissions in the state and nationally. The 2020 BLM Specialist Report on GHG Emissions and Climate Trends was incorporated by reference in the Lease Sale EA and provides a detailed discussion and cumulative assessment of Federal oil and gas emissions and climate change impacts. In addition, the 2020 Specialists Report presents the range of projected climate change effects across basin and range states at length in Section 8.3, Section 8.4, and Chapter 9.0. This information is incorporated by reference in the EA. This analysis provides emissions estimates and then goes well beyond that to describes actual environmental effects in terms of temperatures, drought, snowpack, growing season, and other impacts to vegetation with details from several representative states. Although these comparisons and examples are illustrative and support the decision-making process, currently there is no practicable way to correlate any specific amount of GHG emissions to any specific level of climate effect at any specific location.

4. BLM Must Prepare a Programmatic EIS To Take a Hard Look At Climate Impacts Of The Resumption of Federal Oil and Gas Leasing And To Avoid Any New Greenhouse Gas Pollution.

The Protesting Party argues that the proposed lease sale in New Mexico and Oklahoma is part of a larger national initiative and must be analyzed as such under NEPA due to the incremental nature of climate change. Specifically, the Protesting Party argues that GHG pollution resulting only from existing federal fossil fuel development, and potential development from leases and drilling permits already issued but not yet under production, would contribute to catastrophic climate change and unnecessary and undue degradation to the atmosphere and other public lands values.

They argue it is because of this incrementally small but collectively mammoth impact on the climate crisis that BLM must prepare a programmatic EIS for the federal oil and gas program and that doing so would comport with Executive Order 14008.

The Protesting Party claims the BLM must qualitatively and quantitatively discuss the climate change impacts of these emissions in the context of the federal program, leased but as yet undeveloped federal lands, as well as national and global emissions and must now meaningfully analyze those emissions in light of remaining national and global carbon budgets, apply tools such as the Social Cost of Greenhouse Gases to describe the actual economic, ecologic, and human costs of the program at national and global scales.

The Protesting Party claims a programmatic approach is compelled for the following reasons: 1) the fundamentally incremental nature of the climate crisis; 2) Executive Order 14008, which recognizes a shrinking window to avoid the most catastrophic effects of climate change; 3) a need for BLM to complete the analysis it started with its issuance of the BLM Specialist Report

and the Interior Report; and 4) the need for consistency with the pending federal coal review.

BLM Response:

The BLM has adequately considered the impacts from offering the lands for competitive lease. In November 2021, the Department of the Interior released a Report on the Federal Oil and Gas Leasing Program (Report). The Report made specific recommendations to address documented deficiencies in the program to meet three programmatic goals:

- Providing a fair return to the American public and States from Federal management of public lands and waters, including for development of energy resources;
- Designing more responsible leasing and development processes that prioritize areas that are most suitable for development and ensure lessees and operators have the financial and technical capacity to comply with all applicable laws and regulations; and
- Creating a more transparent, inclusive, and just approach to leasing and permitting that provides meaningful opportunity for public engagement and Tribal consultation.

The Report also recommended: As an overarching policy, BLM should ensure that oil and gas is not prioritized over other land uses, consistent with BLM's mandate of multiple-use and sustained yield. The BLM carefully considers what lands make the most sense to lease in terms of expected yields of oil and gas, prospects of earning a fair return for U.S. taxpayers, and conflicts with other uses, such as outdoor recreation and wildlife habitat. The BLM is considering the views of local communities, Tribes, businesses, State and local governments, and other stakeholders. While the leasing decisions for this lease sale result from the BLM's exercise of its discretion based on its analysis and review of the record, they are also consistent with the recommendations in the Report, as well as numerous reports issued by the Governmental Accountability Office and Congressional Budget Office, including: ensuring public participation and Tribal consultation, addressing conflicts with other resources, avoiding lands with low potential for oil and gas development, focusing leasing near existing development and ensuring a fair return to taxpayers.

In identifying parcels for leasing, the BLM has evaluated and worked to avoid potential conflicts with other resources, such as wildlife habitat, including connectivity, and areas of cultural importance. The BLM has also avoided including low potential lands, which are less likely to produce oil and gas, taking into account identification of development potential in resource management planning as well as current information. In addition, the BLM has worked to focus leasing near areas with existing development, which not only supports infrastructure such as roads and gathering systems that will help to reduce venting and flaring but also helps preserve the resilience of intact public lands and functioning ecosystems on a national scale.

As discussed in detail above, the BLM is applying a royalty rate higher than the minimum to this lease sale. The current minimum royalty rate is significantly lower than those used in most states and on private land and the BLM is providing an improved return to the taxpayer by using a royalty rate of 18.75% for the leases sold in this sale. This reflects the BLM's commitment to

providing the American public a return on national oil and gas leasing.

Lastly, BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office. The offering of leases for different states at the same time does not constitute a connected action under NEPA. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale. The BLM also completed a social cost of greenhouse gases analysis as part of the review process for the proposed lease sales. While BLM is not able to state specific impacts that the sales going forward will have on human health and the environment, the BLM has disclosed to the greatest extent feasible the potential impacts from these sales as part of a larger context.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

5. BLM has Failed to Consider a Range of Alternatives

The Protesting Party argues that BLM failed to comply with NEPA in its analysis of alternatives for the New Mexico/Oklahoma June lease sale, and as a result, all six parcels should be withdrawn pending correction of this omission. In support, the Protesting Party argues that 1) the BLM's analysis of the no-leasing or no action alternative is incomplete and insufficient to adequately inform the public and the decision maker because it fails to indicate the difference in estimated GHG emissions between the proposed alternatives and the no action alternatives. Under this suggestion they also request that BLM evaluate and discuss Bureau of Ocean and Energy Management (BOEMs) NEPA analysis of GHGs from recent offshore lease sales.; 2) the BLM failed to include an alternative that considers adopting a policy of managed decline of fossil fuel production from the entire federal mineral estate; 3) BLM failed to consider alternatives that would protect usable groundwater; 4) BLM failed to consider an alternative that implements its legal obligation to use all reasonable precautions to prevent waste, including a stipulation on leases that provides for no routine venting or flaring, similar to regulations that are already being implemented in the states of Colorado and New Mexico; and 5) BLM failed to consider an alternative that removes from consideration, or at a minimum defers, all parcels containing Preliminary Habitat Management Area and General Habitat Management Area from consideration consistent with the 2015 Greater Sage Grouse ARMPAs. In addition, the Protesting Party notes the following alternatives should be considered:

- An alternative that imposes a minimum bonus bid higher than \$2.00 per acre
- An alternative that defers offering the proposed lease parcels for sale until at least 50% of all leased federal oil and gas acres in each of the state for which a Q1 2022 sale is

proposed are put into production.

- An alternative that analyzes and applies best available methane reduction technologies as a stipulation attached to all parcels in the lease sale, among other mechanisms.
- An alternative whereby parcels would not be leased in areas overlying usable groundwater and surface water, and an alternative that includes other measures to ensure that all usable groundwater zones are protected. Protesting Party states that BLM should consider requiring a lease stipulation or lease notice requiring the lessee to perform groundwater testing prior to drilling to identify all usable water, and consultation with the U.S. Geological Survey and other agencies to identify those waters with up to 10,000 ppm TDS.

BLM Response:

No Leasing Alternative

The BLM is not making a "perfect substitution" argument in the No Action alternative as claimed in the protest. The EA states that no GHG emissions would occur from the lease parcels should they not be leased.

This information in the EA is supported by the incorporation of the U.S. Energy Information Administration's short-term energy outlook (STEO) and annual energy outlook (AEO). While the selection of the No Action alternative prevents additional Federal GHG emissions from the subject leases it does not change the domestic or global demand for oil and gas forecasted by the EIA. The EA has been edited to clarify that the STEO is not projecting that Federal production will "remain static or even increase," but rather that total U.S. production levels are expected to remain static or increase.

In response to the request to consider BOEM's recent decisions, BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office. The offering of leases for different states at the same time does not constitute a connected action under NEPA. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale.

Decline of fossil fuel production Alternative

The BLM has analyzed a range of alternatives for proceeding with lease sales taking into account a number of factors, including resource conflicts and development potential, as part of exercising its discretion in leasing decisions. The alternatives considered adequately weigh the courses of action that BLM could take based on potential resource conflicts and compatibility with the

purpose and need of the EA. BLM has considered a reasonable range of alternatives and disclosed the impacts based on GHG emissions and the SC–GHG over the range of the Proposed Action and the No Action Alternative. Climate impacts are among many factors that are considered in the NEPA analysis to evaluate a proposed action.

Protection of useable groundwater Alternative

The protest does not submit any evidence documenting that hydraulic fracturing has contaminated groundwater or that offering these parcels for lease will significantly impact water resources. The BLM identified, discussed, and analyzed the potential impacts to groundwater quality and quantity from the June 2022 Lease Sale in AIB-1 and Section 3.6.3 of the PDO EA and Table 1.2 (Water Quantity/Use and Groundwater Quality) of the OFO EA. AIB-1 and Table 1.2 (Water Quantity and Groundwater Quality) discuss average depths and thicknesses of regional aquifers, average oil and gas well depths that would likely be deeper than regional aquifers, and the applicable regulatory programs in place to protect water resources. Additionally, the BLM further analyzes risk of spills, casing failures, and groundwater contamination in the 2020 New Mexico Water Support Document. A description of aquifers within the PDO planning area is provided in the BLM's 2020 Water Support Document for Oil and Gas Development in New Mexico. The Water Support Document provides information on existing groundwater uses, potential sources of useable groundwater, groundwater quality (including typical TDS levels), potential sources of groundwater contamination, and a detailed summary of the regulatory program associated with hydraulic fracturing and measures to protect groundwater quality. Regarding the OFO EA, the March 2019 EA AIB-14 (groundwater quality) describes the depths and thicknesses of existing regional aquifers and regulatory programs in place to prevent contamination to these groundwater resources. The June 2022 OFO EA reiterates this by stating, "well completion activities would be subject to standard industry practices and other regulatory requirements related to hydraulic fracturing under 43 CFR 3160 and Oklahoma Administrative Code (OAC) 165:10-3-10 (a)." In addition, Section 3.7 of the March 2019 EA describes existing groundwater uses and demand based on OWRB data, and analyzes the cumulative effect of all past, present, and reasonably foreseeable future actions on water demands in the analysis area. Based upon these reviews, the BLM concludes there would be no anticipated effects to usable groundwater if the lease parcels are developed. Cumulative Impacts have been adequately disclosed in 2020 BLM Water Support document and the EAs. Site specific water resource impacts of proposed operations will be addressed further at the APD stage.

Waste Prevention Alternative

BLM may regulate emissions in the context of preventing waste, an issue that has recently prompted acute and occasionally conflicting judicial scrutiny. [See *Wyoming v. United States Dep't of the Interior*, 493 F. Supp. 3d 1046 (D. Wyo. 2020) (10th Cir.); *California v. Bernhardt*, 472 F. Supp. 3d 573 (N.D. Cal. 2020)]. To ensure it regulates within the bounds of the MLA, BLM is considering rulemaking that would detail when and how it will regulate emissions of methane and other gases released by flaring. Some states have a lease notice that is applied to each parcel, which provides that the lessee/operator is given notice that prior to project-specific approval, additional air resource analyses may be required to comply with the NEPA, FLPMA, and/or other applicable laws and regulations. Analyses may include equipment and operations information, emission inventory development, dispersion modeling or photochemical grid

modeling for air quality and/or air quality related value impact analysis, and/or emission control determinations. These analyses may result in the imposition of additional project-specific control measures to protect air resources.

Preliminary Habitat Management Area and General Habitat Management Area Alternative

This suggestion is not applicable to the BLM New Mexico and Oklahoma as the species of concern are not present in the analysis area.

Other suggested alternatives:

While BLM offices in each state have the discretion to determine which alternatives to consider through NEPA analysis, the No Leasing Alternative discussion provided the following general discussion of why certain proposed alternatives were not analyzed in greater detail: The 2020 BLM Specialist Report on GHG Emissions and Climate Trends was incorporated by reference in the Lease Sale EA and provides a detailed discussion and cumulative assessment of Federal oil and gas emissions and climate change impacts.

An alternative that imposes a minimum bonus bid higher than \$2.00 per acre: BLM must comply with existing statutory and policy requirements with respect to lease sales. 43 C.F.R. § 3120.1-2 (c) provides that the national minimum acceptable bid shall be \$2 per acre or fraction thereof on the payable on the gross acreage and shall not be prorated for any lands in which the United States owns a fractional interest. BLM is implementing the current regulations regarding minimum bids, which can be amended only through new rulemaking.

An alternative that defers offering the proposed lease parcels for sale until at least 50% of all leased federal oil and gas acres in each of the states for which a Q1 2022 sale is proposed are put into production: The BLM has applied criteria to this sale to thoughtfully manage development, including taking into account development potential and proximity to existing development, which addresses similar concerns without using an arbitrary threshold. Also, the states at issue in this lease sale are at or approaching this threshold.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

6. The BLM Has Failed to Take a Hard Look at the Reasonably Foreseeable Environmental Consequences

The Protesting Party argues that the BLM has failed to take a hard look at the reasonably foreseeable environmental consequences of the Proposed Lease Sale. They claim that 1) analysis of the EA and *2020 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends* fails NEPA's "Hard Look" test regarding analyzing climate impacts of resuming federal oil and gas leasing, 2) BLM must take a hard look at impacts to human health, 3) BLM must take a hard look at environmental justice, 4.) BLM must take a hard look at impacts to resources other than climate from development of the proposed leases.

The Protesting Party lists the following sub-issues within their three main points above:

Analysis of the EA and 2020 BLM Specialist Report fails NEPA’s “Hard Look” test regarding analyzing climate impacts of resuming federal oil and gas leasing:

The Protesting Party argues first that the BLM must prepare a programmatic EIS to take a hard look at the climate impacts of the resumption of federal oil and gas leasing and avoid any new GHG pollution. The Protesting Party suggests BLM and Interior must take a hard and comprehensive look at the cumulative climate change impacts of authorizing any new leasing when combined with committed emissions already under lease or permit, and immediately defer any sale of new leases and APD approvals pending demonstration of compatibility with U.S. and global climate goals. The Protesting Party suggests BLM improperly segmented its NEPA. They also suggest emissions disclosed are significant under NEPA, further requesting that BLM use the EPA’s GHG Equivalency calculator. In addition, they state the BLM must also consider, as proposed in prior scoping and EA comments, a reasonable alternative of managed decline of GHG emissions from the approximately 13.5 million acres of fossil fuel estate already under lease but not producing. They state BLM’s EAs for the proposed 2022 lease sales omit analyzing and evaluating the estimated GHG emissions from the lease sales and cumulative GHG emissions within the context of the widening production gap, which is the difference between global fossil fuel production projected by governments and fossil fuel production consistent with the 1.5 C-warming pathway and other pathways. They request BLM consider the production gap reports discussed above, which indicate an imperative to rapidly transition away from fossil fuels using supply side policies.

The protesting party goes on to state that the EAs and FONSI’s do not properly assess significance, that 2020 BLM Specialist Report failed to analyze these cumulative impacts using the SC-GHG, failed to utilize a GHG equivalency calculator, failed to perform a social cost analysis that accounts for cumulative GHG emissions, and inappropriately relied on a carbon budget analysis in the 2020 BLM Specialist Report, which compares GHG emissions from the BLM federal fossil fuel program to the remaining global carbon budget.

BLM must take a hard look at impacts to human health:

The Protesting Party claims the BLM fails to analyze several important issues related to health and safety risks and impacts (direct, indirect, and cumulative) and argues the BLM failed to take a hard look at health impacts and inequities.

The Protesting Party states the BLM must take a hard look not only at direct health impacts and proximity-related health impacts of oil and gas development, but also at cumulative health risks and impacts (including those from emissions) associated with proximity to oil and gas activity and facilities. In particular, they state that the BLM should analyze asthma-related effects in relation to existing asthma rates and related impacts in the communities adjacent to and counties encompassing the proposed lease sales. In addition, they state that the BLM must take a hard look at the reasonably foreseeable cumulative health impacts of its actions, including cumulative impacts as they relate to social and structural factors—often referred to as social determinants of health—and environmental justice.

The Protesting Party suggests using the Physicians, Scientists, and Engineers for Healthy Energy (“PSE Healthy Energy”) database, the Repository for Oil and Gas Energy Research (ROGER) to take a hard look at health impacts.

The Protesting Party claims BLM must consider the potential health impacts of radioactive materials and must evaluate radiation exposure risks as part of its obligation to take a hard look at public health and safety. They go on to state that the BLM should conduct a baseline groundwater analysis in the lease sale areas before any more leasing and development occurs, to ensure that no environmental contamination occurs from disposal of radioactive sludge/scale. In addition, the Protesting Party states that aside from people living near oil and gas development, oil and gas workers also suffer high risks from toxic exposure and accidents.

The Protesting Party claims BLM cannot simply dismiss the “incremental” addition of wells from a particular lease sale (or the “incremental” increase in air pollution from those wells) as insignificant merely because they constitute a small “percent increase” compared to state, regional/basin-wide, or national well counts or emissions. In addition, they state, BLM must not summarily dismiss health and safety impacts as temporary simply because some exposures (e.g., to emissions and fugitive dust from construction) are temporary.

The Protesting Party goes on to state that data show wells have not been plugged at the end of their “useful life.” They claim orphaned abandoned well sites pose not only health risks and impacts, but also financial ones, which can further compound existing health impacts, including cumulative impacts, and related health inequities.

BLM must take a hard look at environmental justice:

The Protesting Party argues that the BLM fails to take a hard look at the relationship between health and environmental justice and recommends the use of local health, socioeconomic, and other data including county health statistics and reports, locally-conducted health impact assessments, where available, or mapping of pollution exposure risks and demographic data through tools like U.S. EPA’s “EJ Screen.”

Additionally, the Protesting Party asserts that the BLM must also take a hard look at environmental justice in its own right. The Protesting Party acknowledges that BLM included subsections discussing environmental justice in its NEPA documentation for the proposed lease sale; however, they claim that these fall short of NEPA’s requirements for a “hard look.” The Protesting Party claims the BLM has failed to incorporate Tribes’ and community members’ knowledge of, and concerns about, cultural values and cumulative impacts in its NEPA analyses for the lease sales.

The Protesting Party argues that the BLM must also adhere to the “process” requirements of environmental justice—fair treatment and meaningful involvement.

BLM must take a hard look at impacts to resources other than climate from development of the proposed leases:

The Protesting Party claims the draft EAs violate NEPA because they fail to analyze and disclose the reasonably foreseeable impacts to a variety of non-climate resources from drilling on these particular leases. In particular, the Protesting Party argues the BLM has failed to take a hard look at the impacts to groundwater, wildlife, and other resources that will be harmed by oil and gas development resulting from its leasing decisions. Accordingly, the Protesting Party argues that the EAs' assertion that additional analysis is not feasible at the leasing stage is arbitrary and capricious and violates NEPA. It is entirely feasible for BLM to use the same projection [as the GHG analysis] of future development on the leases to estimate impacts to other resources.

BLM Response:

Analysis of the EA and 2020 BLM Specialist Report fails NEPA's "Hard Look" test regarding analyzing climate impacts of resuming federal oil and gas leasing:

Protesting Party's claim	BLM Response
<p>BLM's EAs for the proposed 2022 lease sales omit analyzing and evaluating the estimated GHG emissions from the lease sales and cumulative GHG emissions within the context of the widening production gap. The production gap is the difference between global fossil fuel production projected by governments and fossil fuel production consistent with the 1.5 C-warming pathway and other pathways.</p> <p>We request BLM consider the production gap reports discussed above, which indicate an imperative to rapidly transition away from fossil fuels using supply side policies.</p>	<p>The Lease Sale EAs incorporated the 2020 BLM Specialists Report on federal fossil fuel greenhouse gas emissions and climate trends which discusses the United Nations emissions gap (which is analogous to the production gap described by the commentor) and the IPCC carbon budgets in the context of current policy and executive orders outlining the Administration's response to the climate crisis and its commitment to achieve net zero GHG emissions by 2050 (see chapter 7.2). The specialists report provides a cumulative assessment of the onshore federal fossil fuel emission implications relative to the gap and budget targets, which is inclusive of the estimated projected emissions associated with all the proposed lease sale EAs. This broader assessment of existing and projected emissions provides better information for decision-makers to draw upon beyond the consumption context any individual or combined lease sale could provide, especially as GHGs and climate change are factually cumulative issues. At present, the specialist report shows that the cumulative projections of onshore production will be near "0" by 2050, which is in-line with effective executive orders.</p>

Neither the EAs nor the FONSI for the proposed 2022 lease sales clearly or properly assess the significance of the cumulative impacts of the potential emissions of GHGs and their impact on climate change. To start, no EA analyzing any of the proposed lease sales includes a section analyzing and explaining BLM's assessment of significance of the cumulative impacts of GHG emissions and their impact on climate change. The EAs refer the public and decision maker to a discussion of past, current, and projected future climate change impacts in Chapters 8 and 9 of the 2020 BLM Specialist Report. However, nothing in those chapters or the remainder of the 2020 BLM Specialist Report ever provides BLM's basis for assessing significance of GHG emissions or its ultimate conclusion on significance.

Regardless, it's impossible to understand how BLM reached this conclusion related in this brief statement in the FONSI because BLM failed to discuss how it assessed the significance of GHG emissions in the EAs, as well as in the 2020 BLM Specialist Report. In addition, although the 2020 BLM Specialist Report provided a discussion of cumulative GHG emissions from the BLM fossil fuel leasing program and future climate change impacts, the 2020 BLM Specialist Report failed to analyze these cumulative impacts using the SC-GHG and failed to assess carbon budgets according to historic GHG contribution and equitable apportionment.

We request BLM conduct a social cost analysis of the cumulative GHG emissions attributable to federal fossil fuel development and production in accordance with the Interim Estimates of the Social Cost of Carbon, Methane, and Nitrous Oxide. This analysis must include the monetized net harm to society of reasonably foreseeable emissions according to the increasing social cost of greenhouse gases, which reflects the expectation that the net harm to society will increase as the impacts of climate change accumulate over time. BLM's 2020 BLM Specialist Report must also further contextualize its carbon budget analysis by evaluating carbon budgets according to the United States' historic contributions.

However, uncertainty in other contexts of GHG and climate change analysis has not prevented BLM from using averages, estimates, and models to address uncertainty and provide the public and decision makers helpful information. As such, BLM should consult the best scientific reports and data available to determine a representative carbon budget that reasonably applies to emissions in the United States, given its historic contributions. The carbon budget analysis in the 2020 BLM Specialist Report, as currently drafted, is misleading because it inappropriately compares GHG emissions from the BLM federal fossil fuel program to the remaining global carbon budget. To the public or a decision maker, this analysis minimizes the GHG emissions from the BLM federal fossil fuel program and implies the emissions are insignificant to the global carbon budget, comparatively.

The EAs and FONSI have disclosed the reasonably foreseeable future emissions of Greenhouse Gases (GHG) emissions from the leases proposed to be offered for sale and has provided additional context for that information both as a proportion of reasonably foreseeable future emissions at the national and state levels and as an assessment using the Social Cost of Greenhouse Gases metrics. The EA also incorporated by reference the Specialists Report on Greenhouse Gases (2020), which includes an assessment of emissions from other Federal onshore oil and gas development, and national and global projections. The BLM also added additional information to the EAs to provide additional context surrounding existing GHG emission levels at the state scale from potential oil and gas related sources, including Federal and non-Federal, just prior to posting of the Notices of Competitive Lease Sales and opening of the protest period required by 43 CFR 3120.4 (see section 3.6.2.2 of the PDO EA and section 3.6.1.2 in the OFO EA). Given the information available to the agency, BLM can only analyze the reasonably foreseeable GHG emissions from the lease sales and other reasonably foreseeable actions: as BLM disclosed in the EAs, future development of the leases is speculative. As such, any analysis of GHG emissions and future development involves a degree of uncertainty. To be conservative, the analysis of impacts assumes that all of the lands will be developed at some time during the initial 10-year life term and subsequently held by production. This "held by production" assumption necessarily assumes that (1) each lease will actually be sold and a lease issued and (2) that the leases hold economically and technically recoverable reserves based on current understanding of reservoir environmental conditions. There is no guarantee that any or all of the aforementioned actions will occur, but because the lands are being made available for competitive lease under the Proposed Action, for purposes of this analysis it is assumed that the lands will be developed to their full RFD. Additional environmental analysis is required prior to any development. This later analysis of proposed development will consider the technical aspects of such proposals in the context of those future, existing conditions. To the extent that GHGs can influence changes in climates across various scales, the EA and the associated Specialists Report on GHGs has analyzed and disclosed those relationships. As detailed in the Specialists Report on GHGs, which BLM incorporated by reference, the BLM also looked at other tools to inform its analysis, including the MAGICC model (see Section 7.0 of the Specialists Report). This model run suggests that "30-plus years of projected federal emissions would raise average global surface temperatures by approximately 0.0158 °C., or 1% of the lower carbon budget temperature target." BLM may apply additional analysis in the future as more tools become available. Consistent with our response to comments, see Appendix C of the EAs, the argument that the lease sales should be considered together because they are connected actions, BLM maintains that there is no interdependency between the actions as each action is delegated to the Authorized Officer in each administrative BLM unit, subject to the allocation decisions in the Record of Decision for each of the controlling RMPs. Further, the BLM has evaluated the cumulative impacts of projected lease sales based on a 5-year average in the Specialists Report, which would encompass the leasing proposed in this sale. As of the publication of this EA, there is no scientific data in the record, including scientific data submitted during the comment period for these lease sales, that would allow the BLM, in the absence of an agency carbon budget or similar standard, to evaluate the significance of the greenhouse gas emissions from this proposed lease sale. Because of the issues raised in this protest, BLM has added additional information to its EAs and FONSI consistent with our response above (see section 3.6.2.2 of the PDO EA and section 3.6.1.2 in the OFO EA).

BLM continues to improperly frame and weigh the context and intensity factors for assessing the significance of reasonably foreseeable GHG emissions from the proposed lease sales and their cumulative climate impacts. Although BLM acknowledges that all GHGs contribute incrementally to the climate change phenomenon, BLM persists in comparing the estimated emissions associated with the proposed actions to the total global, national, state, and other categories of GHG emissions to support its finding that the GHG emissions from the proposed actions are insignificant.

BLM correctly points out that GHGs have a long atmospheric lifetime, which allows them to become well mixed and uniformly distributed over the entirety of the Earth's surface, no matter their point of origin. However, BLM's EAs for the 2022 lease sales never explain why this aspect of GHGs should limit BLM's comparison of potential emissions from the proposed actions to global, national, and state emission totals for purposes of providing context of their significance and potential contribution to climate change impacts. In other words, BLM never compares or explains why it would be inappropriate to compare potential GHG emissions from one proposed lease sale to the potential GHG emissions from another past or present lease sale. Similarly, why not compare the potential GHG emissions from one proposed lease sale with another past or present federal (or non-federal) fossil fuel action or project? Why not compare the potential emissions to different individual sources of GHG emissions, such as a gas-fired power plant? A dairy operation? A landfill? BLM never explains the basis for its decision to limit its GHG emission comparisons to the global, national, and state levels, even though the examples of other comparisons mentioned above would provide valuable context and intensity information to the public and the decision maker. We request BLM include a more comprehensive comparison of the estimated GHG emissions associated with the lease sales proposed in 2022 and the cumulative GHG emissions from the federal fossil fuel program to other emissions source, including but not limited to other individual federal and non-federal fossil fuel leases, individual coal-fired and natural gas electric generating facilities, and individual concentrated animal feeding operations (CAFOs).

Despite using these tools to contextualize and evaluate the significance of GHG emissions from the proposed lease sales and the cumulative emissions of the federal fossil fuel program, BLM determined the emissions and associated climate impacts are insignificant. Based on the information presented in BLM's NEPA analyses, some of which is summarized above, it is unclear how BLM reached this determination. Moreover, BLM never explained its rationale or decision-making process for assessing the significance of GHG emissions and their climate impacts. We request BLM clarify and explain in detail how, based on the SC-GHG, carbon budgeting, and other analytical tools, it concluded the GHG emissions from the lease sales proposed in 2022 and the cumulative GHG emissions from the federal fossil fuel program do not significantly impact the human environment.

See BLM's response to the claim in the row above.

See BLM's response to the claim in the row above.

<p>BLM Improperly Segmented Its NEPA Analysis of The Proposed Lease Sales.</p> <p>BLM improperly segmented its decision to offer portions of the federal mineral estate for fossil fuel development. BLM separated the environmental analysis despite the connected nature of the leasing actions and the reasonably foreseeable cumulative climate impacts associated with the potential GHG emissions from authorized leases.</p> <p>Agencies should analyze similar actions in the same impact statement when the best way to assess adequately the combined impacts of similar actions or reasonable alternatives to such actions is to treat them in a single impact statement. The proposed 2022 lease sales meet the definition of “connected action” because according to BLM, the agency offered the six 2022 lease sales pursuant to the same overarching statutory obligation – the Mineral Leasing Act and associated laws – to hold quarterly lease sales for oil and gas development. The proposed 2022 lease sales also qualify as “cumulative actions” based on their cumulatively significant emissions of GHGs and their impacts on climate change. In addition, the proposed 2022 lease sales are properly understood as “similar actions” because the NEPA analysis and proposed sale dates are common in time and the best way to adequately assess their cumulative GHG emissions is through a single impact statement.</p> <p>BLM claims that the “dynamic nature of the lease sale process” and “independence of each administrative unit for constructing its lease sales” precludes BLM from analyzing potential GHG emissions that could occur from other lease sales. But this is a nonsensical statement in light of the fact that BLM estimated the emissions from all the parcels being offered in each of the proposed 2022 lease sales in the EA associated with each sale. BLM plainly can analyze the potential GHG emissions of all of the actions and should do so in a single impact statement.</p>	<p>BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale.</p>
<p>Federal Fossil Fuel Emissions Are Significant Under NEPA.</p> <p>As explained above, the GHG analysis for the sales was improperly segmented, analyzing GHG emissions using EPA’s GHG equivalency calculator according to individual lease sales. However, the total annual GHG emissions from the proposed lease sales are equivalent to 524,886 gasoline-fueled passenger vehicles driven for one year. We request BLM further contextualize these GHG emissions by using the EPA GHG equivalency calculator to consider the GHG emissions over the average 30-year production life of the leases. BLM did not use EPA’s GHG equivalency calculator to conduct a similar analysis of the cumulative GHG emissions from the federal fossil fuel program in the 2020 BLM Specialist Report, and BLM failed to explain the basis for its decision to omit this analysis. We request BLM contextualize the cumulative GHG emissions from the federal fossil fuel program using EPA’s GHG equivalency calculator as well.</p>	<p>The BLM has already included a reference and example to the EPA GHG Equivalency calculator in the lease sale EA in addition to providing multiple comparisons and context for the lease sale emissions both annually and over the life of the lease. The additional information requested is not value-added for the decision maker. For example, contextualizing GHG emissions over the 30-year production life of a lease provides the same equivalency of 524,886 passenger vehicles but operating for 30-years instead of just a single year. Western Environmental Law Center has not provided information to show how this provides added-value to the decision maker. Similarly, contextualizing the cumulative emissions equivalency and SC-GHG from the Federal fossil fuel program are just different ways of expressing the cumulative Federal emissions already contained in the EA. Comparing the cumulative equivalencies and SC-GHG to those of the Proposed Action is essentially the same as the comparison of the emissions in the EA.</p>

<p>The BLM failed to properly complete a cumulative impacts analysis of the proposed lease sales, including an assessment of the cumulative impact of greenhouse gas emissions from the federal fossil fuel program. BLM improperly segmented its NEPA analysis of the proposed lease sales and could more effectively conduct an analysis of the cumulative impacts of fossil fuel leasing and development in the context of a programmatic review of the federal fossil fuel program. Should BLM choose to carry on without a programmatic review, it must still comprehensively analyze cumulative GHG emissions pursuant to its statutory obligations under NEPA.</p> <p>BLM failed to assess the cumulative greenhouse gas emissions from recent and reasonably foreseeable federal offshore oil and gas lease sales.</p> <p>BLM also failed to assess the cumulative greenhouse gas emissions from recent and reasonably foreseeable federal fossil fuel lease sales and similar federal actions, as required by NEPA.</p> <p>BLM continues to fail to assess cumulative greenhouse gas emissions from recent and reasonably foreseeable non-federal oil and gas leasing and development projects.</p>	<p>BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office. The offering of leases for different states at the same time does not constitute a connected action under NEPA. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale.</p>
<p>Throughout the 2020 BLM Specialist Report and the EAs for the proposed lease sales, BLM mischaracterizes its duty and authority to address climate change programmatically and in the context of project level actions.</p> <p>Thus, based on site-specific NEPA reviews that rationally connect to FLPMA's mandates, BLM must impose constraints on new well approvals to avoid catastrophic climate change and protect and advance the public interest.⁵⁸ This includes the robust use by BLM of conditions of approval to, in sequenced priority, avoid, mitigate, or compensate for climate, public lands, or community impacts.</p> <p>The Mineral Leasing Act (MLA) also authorizes BLM to reduce the rate production over a defined period of time, limiting the amount of extraction and greenhouse gas pollution that would result. the Secretary and BLM could set a declining rate of production over time that provides for an orderly phase-out of onshore fossil fuel production. We request BLM revise its NEPA analyses to correctly reflect its legal duties and authorities.</p>	<p>The BLM can only mitigate emissions which it has continuing authority over (i.e., lease emissions sources). Approximately 95% of GHG emissions related to the proposed lease sale result from downstream use and transportation of produced fossil fuels which is completely outside of the BLM's jurisdiction or authority to regulate. Mitigation is more appropriate at the proposed development stage such as APDs or EISs for larger proposed projects when a plan of development/operation has been submitted and emissions sources are known with a higher degree of certainty. At the proposed development stage, the BLM can consider mitigations measures that comply with regulations, such as EPA's draft regulation on methane emissions in the oil and gas industry and align with climate policies enacted at that time. Lease notices identifying that a lessee may be required to complete additional air resource analysis and apply mitigation measures is sufficient at the leasing stage.</p> <p>Additionally, the BLM will conduct analysis and make decisions regarding leasing actions in compliance with applicable federal laws, including FLPMA, NEPA, and the Mineral Leasing Act. Should development occur as a result of the lease, the BLM will complete additional NEPA for site-specific proposed actions that may include additional mitigation measures for GHGs that are not already required by law or proposed by the operator. The BLM may also limit the scale and intensity of proposed development based on the site-specific NEPA analysis that is completed for the proposed action. The BLM has disclosed the GHG emissions from the Proposed Action and provided context for those emissions compared to existing federal GHG emissions in the state and nationally. The BLM has included an evaluation of the climate change impacts that could result from the proposed action and incorporated by the reference the 2020 BLM Specialists Report on Annual Greenhouse Gas Emissions and Climate Trends which provides a more robust assessment of cumulative emissions, climate change impacts, and reputable climate science sources. If/when a proposed action for development is submitted, the BLM can determine appropriate mitigation measures to reduce/offset GHG emissions that are not already required by law or proposed by the operator.</p>

<p>The BLM improperly omitted carbon budget analysis of the United States' share of the global carbon budget. Nonetheless, GHG emissions from the onshore federal fossil fuel program consume a tremendous amount of the global budget – 1.47% of the budget consistent with a 66% chance of limiting warming to 1.5 C. And, this analysis improperly omits GHG emissions from federal offshore oil and gas leasing, we request BLM evaluate and consider the impacts of climate change that have already occurred as a result of the cumulative emissions of GHGs. BLM's NEPA analysis of GHGs and climate change tends to frame the impacts of climate change as long-term impacts, estimated to be realized at some future point in time. However, the climate has already changed as a result of anthropogenic GHG emissions and the consequences of global climate change are already being realized.</p>	<p>With respect to the commentor, the Department lacks an established carbon budget. Despite the ratification of the Paris Agreement, there is no single political or scientific consensus on precisely how to allocate global budget targets into national decarbonization trajectories, which is most likely due to the competing approaches for downscaling that exist. As a result, many countries are setting their own carbon reduction strategies, and are increasingly implementing net zero targets for mid-century. This Administration's executive order on tackling the climate crisis, which sets a mid-century net zero target, is one such example. However, the Lease Sale EAs did incorporate the 2020 BLM Specialists Report on federal fossil fuel greenhouse gas emissions and climate trends which discloses the impacts of climate change that have already occurred as a result of the cumulative emissions of GHGs (including all onshore and offshore federal emissions), and those that are projected to occur from continued cumulative emissions (see chapters 8 and 9). Chapter 7 also provides details of the projected long-term impacts on the global carbon budget relative to the entire onshore federal fossil fuels program (oil, gas, and coal) that is informative to decision-makers, even in the lease sale context.</p>
<p>BLM improperly segmented its NEPA analysis of the proposed lease sales the EAs only provide the social cost of GHGs for each individual lease sale rather than a cumulative total. However, the combined total social cost of GHGs for all six proposed lease sales ranges between \$410,780,000 (in 2020 dollars) and \$4,685,620,000 (in 2020 dollars), depending on the discount rate. BLM did not use the social cost of GHGs tool to assess the impacts of the cumulative cost of global damages from BLM's fossil fuel program in the 2020 BLM Specialist Report, and BLM failed to explain the basis for its decision to omit this analysis. We request BLM contextualize the cumulative GHG emissions from the federal fossil fuel program using the social cost of GHGs. As a final comment on BLM's use of the social cost of GHGs, we are concerned by the way BLM frames its understanding and weight of the social cost of GHG analysis. BLM states: "[The SC-GHG] numbers were monetized; however, they do not constitute a complete cost benefit analysis...SC-GHG is provided only as a useful measure of the benefits of GHG emissions reductions to inform agency decision-making." However, BLM must be clear that the SC-GHG is a measure of impacts to the human environment (reflected in 2020 U.S. dollars) that BLM is obligated to evaluate pursuant to NEPA regardless of whether or not BLM conducts a complete or partial cost cost-benefit analysis of the proposed lease sales.</p>	<p>The BLM has already included a reference and example to the EPA GHG Equivalency calculator in the lease sale EA in addition to providing multiple comparisons and context for the lease sale emissions both annually and over the life of the lease. The additional information requested is not value-added for the decision maker. For example, contextualizing GHG emissions over the 30-year production life of a lease provides the same equivalency of 524,886 passenger vehicles but operating for 30-years instead of just a single year. Western Environmental Law Center has not provided information to show how this provides added-value to the decision maker. Similarly, contextualizing the cumulative emissions equivalency and SC-GHG from the Federal fossil fuel program are just different ways of expressing the cumulative Federal emissions already contained in the EA. Comparing the cumulative equivalencies and SC-GHG to those of the Proposed Action is essentially the same as the comparison of the emissions in the EA.</p>

BLM must take a hard look at impacts to human health:

The Protesting Party claims that the BLM failed to analyze several issues related to health and safety risks and impacts- whether direct indirect, or cumulative. However, the BLM and other government agencies have regulations and policies intended to protect the environmental health and thereby avoid or minimize public exposures to substances or emissions with the potential to affect human health. In the EA, and reports incorporated by reference (2020 New Mexico Water Support Document and the 2020 BLM Air Resources Technical Report for the PDO EA and the BLM Air Resources Technical Report for the OFO EA), BLM has analyzed reasonably foreseeable direct and indirect impacts of leasing the proposed parcels as well as cumulative impacts. The EA referred to health and safety data provided by the Environmental Protection Agency (EPA) regarding topics such as ground level ozone, particulate matter, nitrogen dioxide, carbon monoxide, lead, and sulfur dioxide. Additional data regarding the effects on public health and safety are taken from the Centers for Disease Control and Prevention (CDC) as referenced in the 2020 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends. The

Report discusses health impacts related to climate change in Section 9.5. The BLM included additional information and references to health impacts associated with emissions from oil and gas development in the Final EA. Furthermore, refined analysis of the health effects, such as asthma, may occur with project-level NEPA compliance if ozone and particulate matter concentrations are identified as an environmental concern.

Additionally, the Protesting Party asserts that the BLM must take a hard look at the adverse health risks and affects associated with proximity to oil and gas facilities and disclose them to the public. In the EAs, the BLM conducted a proximity analysis of the parcels with respect to residences within the area in the EA Quality of Life section found in PDO EA (AIB-25) and OFO EA Table 1.2 (Quality of Life). The States have regulations, reporting, and permitting requirements for oil and gas operations. The BLM currently requires all federal oil and gas development and operations to obtain the necessary permits and follow the applicable rules and regulations set forth by the States. Should the parcel be sold, a lease issued, and development proposed, BLM will be able to evaluate impacts in more detail at that time. BLM will consider all available tools, including the suggested screening tool, at the APD/project stage.

Contrary to the Protesting Party's claims that the BLM should have taken into account local health data as part of its "hard look," potential impacts to human health and safety are considered and analyzed in AIB-23 (human health and safety), AIB-1 (groundwater quality), AIB-2 (surface water quality), and Section 3.6.1 (air quality) of the PDO EA and Table 1.2 (human health and safety, groundwater quality, surface water quality, and air quality) of the OFO EA. The Human health and safety sections of the EAs discuss the existing health and air quality concerns experienced by communities in the analysis area and analyzes the incremental impacts of the proposed action, combined with reasonably foreseeable environmental trends and planned actions, on human health and safety. Potential impacts on environmental justice communities are described in AIB-26 of the PDO EA and AIB-4 of the OFO EA, which both include a summary comparison of conclusions from analysis of other issues as related to environmental justice. The BLM has reviewed and considered the sources and exhibits provided to determine if the analysis of risks to human health presented in the EA requires additional analysis for this lease sale. In general, the human health and safety-related exhibits provided to the BLM all confirm the potential risks to human health from aspects of oil and gas development that are listed in the EA. These risks are discussed in the EA in AIB-23 and further in the NM Water Support Document (for the PDO EA only) and the BLM Air Resources Technical Report. None of the studies contradict the BLM's analysis conclusions. These studies also do not present any additional risk factors, or provide additional impact indicators, that are not already considered. The BLM will continue to monitor publicly available sources and will incorporate scientific sources as they are published and reviewed.

There are no established thresholds for NEPA analysis to contextualize the quantifiable greenhouse gas emissions or social cost of an action in terms of the action's effect on the climate, incrementally or otherwise. The BLM acknowledges that all GHGs contribute incrementally to climate change and associated health impacts and has displayed the greenhouse gas emissions and social cost of greenhouse gas in the EA in comparison to a variety of emissions sources and metrics. As of publication, there are no scientific data in the record, including scientific data submitted during the comment period for these lease sales, that would allow the BLM, in the

absence of an agency carbon budget or similar standard, to evaluate the significance of the greenhouse gas emissions and associated cumulative health impacts from this proposed lease sale.

In response to the Protesting Party's arguments related to the potential health impacts of radioactive material, Appendix C of the EAs discuss how naturally occurring radioactive material can be brought to the surface in drill cuttings and produced water, as well as the state's regulatory program in place to safely manage the disposal of drill cuttings and produced water. Potential impacts to human health and safety are discussed in AIB-23 of the PDO EA. The analysis references Appendix C and discloses public health and safety risks associated with spills of hazardous materials, hydrocarbons, produced water, or hydraulic fracturing fluid and corresponding potential contamination of air, soil, or water. Additional language has been added to the EAs to disclose the risk of exposure to radioactive materials, specifically.

The baseline, or affected environment, for groundwater resources within the PDO planning area is provided in the BLM's 2020 Water Support Document for Oil and Gas Development in New Mexico. The Water Support Document provides information on existing groundwater uses and quantities, groundwater quality, potential sources of groundwater contamination, and a detailed summary of the regulatory program associated with hydraulic fracturing and measures to protect groundwater quality. The PDO EA incorporates the Water Support Document by reference and considers and analyzes potential effects on groundwater quality in AIB-1 (groundwater quality).

In response to the statement that oil and gas workers also suffer high risks from toxic exposure and accidents, in the United States (US), the health and safety of workers in the oil and gas extraction industry is strictly regulated by the US Department of Labor, Occupational Safety and Health Administration (OSHA). US employers must comply with all applicable OSHA standards. OSHA, the National Institute for Occupational Safety and Health (NIOSH), and industry and safety groups continue to evaluate the type and extent of chemical and other health hazards across the industry.

Impacts to human health and safety from future potential lease development are presented in Table 1.2 of the OFO EA, which incorporates by reference the analysis from the March 2019 EA (AIB-18 [human health and safety], AIB-14 [groundwater quality], AIB-15 [surface water quality], and Section 3.6 [air quality]). The public health and safety summary in Table 1.2 discusses health and safety risks associated with spills of hazardous materials, hydrocarbons, produced water, or hydraulic fracturing fluid and corresponding potential contamination of air, soil, or water. Additional language has been added to Table 1.2 to discuss the risk of exposure to radioactive materials, specifically.

BLM must take a hard look at environmental justice:

The BLM is committed to fair treatment and meaningful involvement with all the people on the lands when making decisions on preservation, protection, and sustainable development of the natural resources on the public lands managed by BLM. The BLM received no comments during the public comment period from individuals or Tribal affiliates expressing EJ related concerns with the parcels to be offered. Furthermore, where tribal consultation was determined to be necessary and had not been completed, those parcels have been deferred from sale. Specific letters were sent to local tribes by the offices having administrative jurisdiction for their lease

sales to ensure they were aware of the parcels proposed to be offered, and to request any feedback they may have. The EAs (see Chapter 3) have disclosed which environmental justice populations are within the area of effect and disclosed the potential impacts to those populations from reasonably foreseeable future development of the parcels should they be sold, and leases issued. For the work area of environmental justice (Executive Order 12898 published in 1994; guidance issued by the Council on Environmental Quality in 1997), the BLM is committed to using best practices. For example, the BLM has been actively upgrading databases, methodologies, tools, and analysis guidance and working with BLM offices at all levels as well as other federal agencies to collectively improve the analyses involving socioeconomic inputs.

Contrary to the Protesting Party's claim that the BLM failed to take a "hard look" at the relationship between health and Environmental Justice, a socioeconomic profile for the lease sale geographic region was generated utilizing the Headwaters Economic Profile System (including US Census data) as identified in the PDO EA in AIB-26 (EJ) and in the OFO EA AIB-4 (OFO). Potential impacts to human health and safety are considered and analyzed in AIB-23 (human health and safety), AIB-1 (groundwater quality), AIB-2 (surface water quality), and Section 3.6.1 (air quality) of the PDO EA and Table 1.2 (human health and safety, groundwater quality, surface water quality, and air quality) of the OFO EA. AIB-23 of the PDO EA and Table 1.2 (human health and safety) of the OFO EA discuss the existing health and air quality concerns experienced by communities in the analysis area, and analyzes the incremental impacts of the proposed action, combined with reasonable foreseeable environmental trends and planned actions, on human health and safety. Potential impacts on environmental justice communities are described in AIB-26 of the PDO EA and AIB-4 of the OFO EA, which includes a summary comparison of conclusions from analysis of other issues. Economic Activity is covered in AIB-24 of the PDO EA and Table 1.2 (Economic Activity) of the OFO EA. Executive Order 13985 directs federal agencies to evaluate whether their policies produce racially inequitable results when implemented, and to make the necessary changes to ensure underserved communities are properly supported. The Department of the Interior is working on a draft equity plan to assist agencies in how to implement this Executive Order. The plan is expected by the end of summer 2022.

Additionally, the Protesting Party argues that the BLM should analyze human health related data using tools such as U.E. EPA's "EJ Screen" tool. However, EJScreen is among many tools that the BLM has the option to use, and, in this instance, other data were used to evaluate the effects on environmental justice communities. There is currently no specific guidance requiring the use of EJScreen for evaluating impacts in NEPA documents. The BLM has reviewed and considered the sources listed by the commenter to determine if the analysis of risks to human health presented in the EA requires additional analysis for this lease sale. In general, the sources listed all confirm the potential risks to human health from aspects of oil and gas development that are listed in the EA. These risks are discussed in the PDO EA in AIB-23 and further in the 2020 New Mexico Water Support Document and the 2020 BLM Air Resources Technical Report. In the OFO EA, these risks are discussed in Table 1.2 and the BLM Air Resources Technical Report. None of the studies contradict the BLM's analysis conclusions. These studies also do not present any additional risk factors, or provide additional impact indicators, that are not already considered. The BLM will continue to monitor publicly available sources and will incorporate scientific sources as they are published and reviewed. Should the parcel be sold, a lease issued,

and development proposed, BLM will be able to evaluate impacts in more detail at that time. BLM will consider all available tools, including the suggested screening tool, at the APD/project stage.

BLM must take a hard look at impacts to resources other than climate from development of the proposed leases:

The BLM identified, discussed, and analyzed each of the potential impacts to water quality from the June 2022 Lease Sale in AIB-1 and AIB-2 in the PDO EA and Table 1.2 (Water Quantity/Use, and Groundwater Quality) of the OFO EA. Potential impacts to groundwater quality are considered and analyzed in AIB-1 (groundwater quality) and Table 1.2 (groundwater quality) of the OFO EA. AIB-1 of the PDO EA and Table 1.2 of the OFO EA discuss average depths and thicknesses of regional aquifers, average oil and gas well depths which would likely be deeper than regional aquifers, and the applicable regulatory programs in place to protect water resources. Additionally, the BLM further analyzes risk of spills, casing failures, and groundwater contamination in the 2020 New Mexico Water Support Document (PDO EA only). A description of aquifers within the PDO planning area is provided in the BLM's 2020 Water Support Document for Oil and Gas Development in New Mexico. The Water Support Document provides information on existing groundwater uses, potential sources of useable groundwater, groundwater quality (including typical TDS levels), potential sources of groundwater contamination, and a detailed summary of regulatory programs associated with hydraulic fracturing and measures to protect groundwater quality. The BLM directs the commenter to existing groundwater protections and casing and cementing requirements in PDO EA Section 3.4 (AIB-1) and the 2020 Water Support Document incorporated by reference (providing additional information on existing aquifers and casing and cementing requirements and regulations to protect usable groundwater) as well as Table 1.2 (Water Quantity/Use, and Groundwater Quality) in of the OFO EA. Such measures discussed and analyzed in Chapter 3 of the PDO EA and in Table 1.2 (Water Quantity/Use and Groundwater Quality) in of the OFO EA sufficiently address impacts at the leasing stage and provide for additional mitigation options of site-specific impacts at the lease development stage through application of COAs. The commenter does not provide information as to any deficiency in the BLM's analysis and imposition of certain restrictions and regulations other than to set forth additional, generalized suggestions.

Regarding to the protestor's claim that BLM failed to take a hard look at wildlife including big game, the BLM has conducted an analysis on the presence of Game Management Units provided by the New Mexico Department of Game and Fish and concluded that big game habitats are sufficiently protected by measures available prior to development, see PDO EA AIB-15 and OFO EA Table 1.2.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

7. BLM's Conclusions Regarding GHGs and Climate in Its Proposed Finding of No Significant Impact Are Not Adequately Supported by the NEPA Analysis in The EA.

The Protesting Party argues that 1) BLM's FONSI's for the proposed lease sales are inconsistent and fail to properly address the NEPA intensity factors; 2) BLM's assessment of the significance

of impacts from GHG emissions and climate change is improper and unjustified; 3) BLM improperly limits the context of significance analysis; 4) BLM's analysis of public health and safety impacts from GHG emissions and climate change is absent or unsupported; 5) BLM's analysis of controversy over impacts from GHGs is absent or unsupported; 6) BLM's analysis of the cumulative impacts of GHG emissions is absent or unsupported; and 7) BLM's analysis of federal or state law and policy is absent. The following issues conveyed by the Protesting Party are discussed in further detail below:

1. BLM's FONSI's for the Proposed Lease Sales Are Inconsistent and Fail to Properly Address the NEPA Intensity Factors. As an initial matter, the eight FONSI's associated with the proposed lease sales in 2022 significantly differ from one another, especially with regard to their findings related to GHG emissions and climate change, without explaining a sufficient basis for these discrepancies. Further, to fully inform the public we request BLM explicitly evaluate and discuss the impacts of GHG emissions estimated from the proposed lease sales, cumulative GHG emissions, and their impact on climate change according to all the NEPA intensity factors. We request this evaluation be done in the context of a single EIS for all six proposed lease sales.
2. BLM's Assessment of the Significance of Impacts from GHG Emissions and Climate Change is improper and unjustified. As an initial matter, neither the EAs for the 2022 proposed lease sales nor the 2020 BLM Specialist Report provide a basis or rationale for BLM's conclusion that it cannot determine the significance of GHG emissions for a proposed action. We request BLM clarify and further explain precisely why the agency cannot make a judgment based on the best available science and its own expertise as to the significance of its GHG emissions. The EAs, FONSI's, and 2020 BLM Specialist Report discussion of GHG emissions and climate change use comparisons with global, national, and state level GHG emissions to imply that the potential emissions from the proposed lease sales are insignificant. But these NEPA documents never clearly articulate whether this proxy comparison to global, national, and state level emissions is the basis on which BLM determined the GHG emissions from the proposed lease sales are insignificant. How can BLM determine that the impact of the sales is insignificant without such information, and why is BLM unable to establish an agency carbon budget in light of all the data it has available to it. Such a conclusion of insignificance is arbitrary. Critically, the 2016 CEQ GHG Guidance specifically instructs federal agencies not to limit their analysis of GHG emissions to this type of proxy analysis. Beyond the contradiction in each of BLM's FONSI's, BLM attempts to avoid making a significance determination regarding the GHG emissions from the proposed lease sales is an improper dereliction of the agency's duty under NEPA and FLPMA. BLM's NEPA analyses and FONSI's for the proposed lease sales include the statement: "There are no established thresholds for NEPA analysis to contextualize the quantifiable GHG emissions or social cost of an action in terms of the action's propensity to affect the climate, incrementally or otherwise."²¹⁰ While this may be true, it is also true that there are no established specific or particularized thresholds that determine whether other types of environmental impacts are significant for purposes of NEPA analysis. We request BLM clearly articulate the basis for its significance determination of the estimated GHG emissions from the proposed lease sales and the cumulative GHG emissions from the federal fossil fuel

program and their associated impacts related to climate change.

3. BLM Improperly Limits the Context of Significance Analysis. BLM's FONSI for the proposed 2022 lease sales improperly limit the context and scope of the potentially affected environment in which the proposed leasing actions, and their cumulative impacts, will occur. Significance assessments under NEPA require consideration of "context," meaning the significance of the proposed action must be analyzed in several contexts such as society as a whole (human, national), the affected region, the affected interests, and the locality.²¹¹ Significance varies with the setting of the proposed action.²¹² Despite these requirements for considering the context of the proposed lease sales and despite the global nature and impacts of cumulative GHG emissions and climate change, BLM's FONSI generally limit the consideration of context to the localities wherein the oil and gas development would take place, if authorized, and find that the impacts of oil and gas development would not have international, national, regional, or state-wide importance.²¹³ We request BLM consider a far wider array of contexts, including society as whole, global, national, and regional contexts, that reflect the cumulative and global nature of climate change impacts.
4. BLM's Analysis of Public Health and Safety Impacts from GHG Emissions and Climate Change is Absent or Unsupported. BLM's FONSI vary widely in how they evaluate and discuss the impacts of GHG emissions and climate change on public health and safety, and we request BLM more clearly address these impacts in a single EIS. BLM's Analysis of Uncertainty is Contradictory. BLM's consideration of uncertainty varies widely among the eight FONSI for the proposed 2022 lease sales. The FONSI range from not considering the uncertainty of the possible effects on the human environment to outright contradicting the myriad statements BLM makes regarding the uncertainty of different aspects GHG emissions and climate change. These conclusions are, at best, incongruous in light of on BLM's own claim that it lacks the certainty and information necessary to determine whether the GHG emissions associated with the proposed actions are significant or not. Well-documented scientific research and BLM's own analysis demonstrate that the potential effects of climate change are highly uncertain and involve unique and unknown risks. BLM must properly address this NEPA intensity factor in light of these impacts, and we request BLM do so in a single EIS.
5. BLM's Analysis of Controversy Over Impacts from GHGs is Absent or Unsupported. Only the draft FONSI for the proposed lease sale in Wyoming addressed the NEPA intensity factor regarding controversy. BLM's discussion of the controversy intensity factor in the Wyoming draft FONSI was incorrect, and BLM's omission of this intensity factor in the final Wyoming FONSI and FONSI associated with the other lease sales is improper. As this public comment submission reflects, as well as the global body of scientific research and understanding of climate change, there is controversy concerning critical aspects of the nature and effect of GHG emissions and their impact on climate change. This controversy is exemplified by the BLM's conclusions that the emissions from the proposed lease sales and the cumulative emissions from the federal fossil fuel program are not significant as compared to a robust scientific literature, indicating current and foreseeable fossil fuel development is not aligned GHG reductions necessary to

prevent warming exceeding 1.5 C.221 The issue of the cumulative impacts of climate change is so controversial BLM cannot even agree with itself because despite its findings of no significant impact as they relate to the proposed lease sales, BLM also concludes that it is incapable of determining whether the emissions associated with the proposed lease sales would significantly affect the human environment, as we discussed above. We request BLM revise and address its discussion and determination of the NEPA intensity factor for controversy and do so in a single EIS.

6. BLM's Analysis of the Cumulative Impacts of GHG Emissions is Absent or Unsupported. Considering both the impacts of climate change that are already occurring as a result of historic anthropogenic emissions of GHGs and forecast impacts of continued GHG emissions, it is challenging to understand the basis for BLM's conclusion that significant cumulative effects are not expected from the proposed oil and gas lease sales. We request BLM fully inform the public and the decision makers by providing a complete and comprehensive justification for how the agency reached its significance determination on this NEPA intensity factor.
7. BLM's Analysis of Federal or State Law and Policy is Absent. Not one of the FONSI's for the proposed lease sales indicate the lease actions will violate federal or state law and policy, but there are several federal and state government laws and policies that set GHG emission reduction targets or commitments, which authorization of the proposed leases will likely threaten. On the federal side, Executive Orders 13990 and 14008. On the state side, both Colorado and New Mexico have statutes and executive orders setting emission reduction goals. BLM's EAs and FONSI's must discuss and evaluate how the proposed lease sales and their estimated GHG emissions may threaten violation of these federal and state laws and policies.

The Protesting Party also argues that BLM's FONSI's for the proposed June 2022 lease sales improperly limit the context and scope of the potentially affected environment in which the proposed leasing actions, and their cumulative impacts, will occur.

BLM Response:

BLM oil and gas lease sales are administered on a State Office by State Office basis for important statutory, policy, and administrative reasons, with the respective Director of each State Office acting as delegated authority over sales administered by that office. It is therefore necessary to effective decision making that the NEPA analysis for a lease sale focus on the jurisdictional area of the administering State office. BLM recognizes the national and global impact potential of greenhouse gas (GHG) emissions and the likewise broad scope of climate change impacts related to them and has therefore prepared annual BLM Specialist Reports on Annual Greenhouse Gas Emissions and Climate Trends. These reports account for current and projected future agency wide GHG emissions related to fossil fuel actions on Public Land, national and global GHG emission trends, and potential climate impacts related to these emissions. The report is specifically referenced in and incorporated into each State Office lease sale NEPA analysis and provides the information necessary to properly assess agency wide, nationwide, and global reasonably foreseeable cumulative impacts of each State Office lease sale.

The EAs and FONSI have disclosed the reasonably foreseeable future emissions of Greenhouse Gases (GHG) emissions from the leases proposed to be offered for sale and has provided additional context for that information both as a proportion of reasonably foreseeable future emissions at the national and state levels and as an assessment using the Social Cost of Greenhouse Gases metrics. The EA also incorporated by reference the Specialists Report on Greenhouse Gases (2020), which includes an assessment of emissions from other Federal onshore oil and gas development, and national and global projections. The BLM also added additional information to the EAs to provide additional context surrounding existing GHG emission levels at the state scale from potential oil and gas related sources, including Federal and non-Federal, just prior to posting of the Notices of Competitive Lease Sales and opening of the protest period required by 43 CFR 3120.4 (See Sections 3.6.2 and 3.6.1 (Greenhouse Gases and Climate)). Given the information available to the agency, BLM can only analyze the reasonably foreseeable GHG emissions from the lease sales and other reasonably foreseeable actions: as BLM disclosed in the EAs, future development of the leases is speculative. As such, any analysis of GHG emissions and future development involves a degree of uncertainty. To be conservative, the analysis of impacts assumes that all of the lands will be developed at some time during the initial 10-year life term and subsequently held by production. This “held by production” assumption necessarily assumes that (1) each lease will actually be sold and a lease issued and (2) that the leases hold economically and technically recoverable reserves based on current understanding of reservoir environmental conditions. There is no guarantee that any or all of the aforementioned actions will occur, but because the lands are being made available for competitive lease under the Proposed Action, for purposes of this analysis it is assumed that the lands will be developed to their full RFD. Additional environmental analysis is required prior to any development. This later analysis of proposed development will consider the technical aspects of such proposals in the context of those future, existing conditions. To the extent that GHGs can influence changes in climates across various scales, the EA and the associated Specialists Report on GHGs has analyzed and disclosed those relationships. As detailed in the Specialists Report on GHGs, which BLM incorporated by reference, the BLM also looked at other tools to inform its analysis, including the MAGICC model (see Section 7.0 of the Specialists Report). This model run suggests that “30-plus years of projected federal emissions would raise average global surface temperatures by approximately 0.0158 °C., or 1% of the lower carbon budget temperature target.” BLM may apply additional analysis in the future as more tools become available. Consistent with our response to comments, see Appendix C (*Comments received during the Public Comment Period and BLM’s Responses*) of the EA, to the argument that the lease sales should be considered together because they are connected actions, BLM maintains that there is no interdependency between the actions as each action is delegated to the Authorized Officer in each administrative BLM unit, subject to the allocation decisions in the Record of Decision for each of the controlling RMPs. Further, the BLM has evaluated the cumulative impacts of projected lease sales based on a 5-year average in the Specialists Report, which would encompass the leasing proposed in this sale. As of the publication of this EA, there is no scientific data in the record, including scientific data submitted during the comment period for these lease sales, that would allow the BLM, in the absence of an agency carbon budget or similar standard, to evaluate the significance of the greenhouse gas emissions from this proposed lease sale. Because of the issues raised in this protest, BLM has added additional information to

its EAs and FONSI consistent with our response above (See Sections 3.6.2 and 3.6.1 (Greenhouse Gases and Climate) of the EAs and the Background Section of the FONSI)

Contrary to the Protesting Party claims, the BLM and other government agencies have regulations and policies intended to protect the environmental health and thereby avoiding or minimizing public exposures to substances or emissions with the potential to affect human health. In the EA, and reports incorporated by reference (2020 New Mexico Water Support Document and the 2020 BLM Air Resources Technical Report) for the PDO EA and the BLM Air Resources Technical Report for the OFO EA), BLM has analyzed reasonably foreseeable direct and indirect impacts of leasing the proposed parcels, as well as cumulative impacts. The EA referred to health and safety data provided by the Environmental Protection Agency (EPA), a leading environmental and human health research organization, regarding topics such as ground level ozone, particulate matter, nitrogen dioxide, carbon monoxide, lead, and sulfur dioxide. Additional data regarding the effects on public health and safety is taken from the Centers for Disease Control and Prevention (CDC) as referenced in the 2020 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends.

Additionally, the Protesting Party asserts that the BLM must take a hard look at the adverse health risks and affects associated with proximity to oil and gas facilities and disclose them to the public. In the EAs, The BLM conducted a proximity analysis of the parcels with respect to residences within the area in the EA Quality of Life section found in PDO EA (AIB-25) and OFO EA Table 1.2 (Quality of Life). The States have regulations, reporting, and permitting requirements for oil and gas operations. The BLM currently requires all federal oil and gas development and operations to obtain the necessary permits and follow the applicable rules and regulations set forth by the States. Should the parcel be sold, a lease issued, and development proposed, BLM will be able to evaluate impacts in more detail at that time. BLM will use the suggested screening tool at the APD/project stage.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

8. BLM's leasing decision are arbitrary and capricious and violate NEPA to the extent they rely on unlawful USGS assessments.

The Protesting Party asserts that the BLM's leasing decisions are arbitrary and capricious and violate NEPA to the extent they rely on allegedly flawed USGS assessments. They claim that the USGS assessments fail to properly account for restrictions and impediments to the development of these resources. The Protesting Party argues that because BLM's RFD scenarios for lands proposed for lease fail to incorporate impediments to their development—such as the broader climate impacts of opening federal lands for oil and gas development—BLM has failed to take a hard look at leasing impacts, as required by NEPA. The Protesting Party concludes that for the reasons set forth above, the parcel in the June lease sale, listed *supra*, should be withdrawn pending a NEPA analysis that adequately addresses the flaws in the underlying USGS assessments.

BLM Response:

The Protesting Party contends that the BLM cannot use the USGS United States Assessments of Undiscovered Oil and Gas Resources in the development of reasonably foreseeable development (RFD) scenarios, even though, as stated in the protest, the BLM is required to consider information from existing oil and gas assessments (including the USGS assessments) in developing the RFDs. The protest does not cite legal decisions or other evidence that the USGS assessment of undiscovered oil and gas resources in the United States is unlawful or statutorily defective. According to the protest, USGS has not provided sufficient updates regarding "the extent and nature of any restrictions or impediments to the development of oil and gas resources," thereby potentially overestimating the availability of these resources. However, the protest does not cite evidence of this occurring, or demonstrate how it may potentially affect an RFD scenario. The RFD is meant to be an estimate, not an exact number of potential oil and gas wells. In addition to considering information from existing oil and gas assessments, RFDs are based on historical drilling, geologic data, resource expertise, and current development in the area.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

9. Leasing New Federal Fossil Fuels for Development would Cause Unnecessary and Undue Degradation That Is Prohibited Under FLPMA.

The Protesting Party asserts that the BLM must consider, under FLPMA and in light of climate change, the programmatic resumption of oil and gas leasing on federal lands and the decision whether to offer to sell and issue oil and gas leases on each of the specific parcels identified. The Protesting Party argues that the agency fails to ~~What the agency fails to do, however,~~ apply this analysis and is therefore failing in its substantive duty to avoid unnecessary and undue degradation under FLPMA. The Protesting Party claims that the BLM has neither defined what constitutes "unnecessary or undue degradation" in the context of continued oil and gas leasing and development, either at a programmatic level or within these specific sales—and with particular consideration of greenhouse gas emissions and resulting climate impacts—nor explained why its chosen alternative will not result in such degradation, as required by FLPMA.

BLM Response:

Contrary to the Protesting Party's claims, undue degradation has been previously defined as "that which is excessive, improper, immoderate or unwarranted" and unnecessary as "that which is not necessary" for in an authorized action to occur, in this case the leasing of parcels for potential oil and gas development. The BLM has taken many steps throughout the leasing process to ensure that, if the parcels are leased, undue and/or unnecessary degradation would not occur. While BLM has considered reasonably foreseeable future development, should the leases be issued and development proposed, the BLM will consider whether the proposed action would cause unnecessary or undue impacts from surface disturbance or occupancy of the leasehold as part of that environmental analysis.

Furthermore, if the parcels are leased, and an APD is submitted, the site-specific proposal would be evaluated to ensure that no undue or unnecessary degradation would occur as a result of this

development. Implementation of best management practices at the APD stage is the most effective way to ensure that impacts from an oil and gas project do not result in undue or unnecessary degradation. BLM would review the site-specific proposal and identify measures for reducing or eliminating potential sources of undue or unnecessary degradation.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

10. BLM is Required by FLPMA to Take Every Opportunity to Reduce Methane Emissions from Mineral Production on Federal Lands.

The Protesting Party argues that the BLM is required by FLPMA to take every opportunity to reduce methane emissions from mineral production on Federal Lands. Accordingly, the BLM is not only required to analyze alternatives that address this highly potent short-term GHG, it also has substantive mandates under FLPMA to prevent, reduce, or mitigate methane emissions, independent of the agency's MLA duty to prevent waste. The Protesting Party asserts that these statutory directives enable Interior to take action before lease rights are conferred, whether at the planning or leasing stages, that will eliminate methane emissions and otherwise protect public lands. According to the Protesting Party, that includes the authority and responsibility to (1) reduce acres available for leasing to address the contribution of methane emissions to the climate crisis and the impacts of the crisis to public lands, (2) attach methane and other harmful emission reduction stipulations to an oil and gas lease to protect air and atmospheric resources and to mitigate climate impacts to public lands, and (3) condition lease development at the permitting stage. See 43 C.F.R. § 3101.1-2.

BLM Response:

The BLM agrees that it is required by FLPMA to take any action necessary to prevent unnecessary and undue degradation (UUD) of the lands / resources. UUD means (with respect to methane emissions) methane emissions greater than what would normally occur, or failure to follow best management practices or comply with applicable Federal and State requirements to reduce excessive methane emissions. In this case, no UUD or excessive methane emissions are projected to occur as a result of the proposed action as future oil and gas operations on the subject parcels would be required to follow ~~stringent~~ any applicable Federal and State requirements. Following Federal and State requirements and implementing best management practices (required by BLM for project-level NEPA) would result in negligible levels of uncontrolled methane emissions that are not feasible or practical to control. Using the robust GHG emissions analyses and the 2020 BLM Specialists Report on Annual Greenhouse Gas Emissions and Climate Trends, it was determined that no additional mitigation would be needed in support of the FONSI. The EAs provided details for current (or foreseeable upcoming) Federal and State regulations and best management practices that would apply to future oil and gas development and operations, and potential additional emissions controls that could be required as a result of new analysis that informs different projected Federal oil and gas impacts (different than those for the Lease Sale EAs) or new policy. Further, BLM may regulate emissions in the context of preventing waste, an issue that has recently prompted acute and occasionally conflicting judicial scrutiny. [see *Wyoming v. DOI*, 20-8073 (10th Cir.), and *California Air Resources Board v. Bernhardt*, Nos. 20-16793, 20-16794, 20-16801 (9th Cir.)].

To ensure it regulates within the bounds of the Mineral Leasing Act, BLM is considering rulemaking that would detail when and how it will regulate emissions of methane and other gases released by flaring. Some states have a lease notice that is applied to each parcel, which provides: “The lessee/operator is given notice that prior to project-specific approval, additional air resource analyses may be required in order to comply with the NEPA, FLPMA, and/or other applicable laws and regulations. Analyses may include equipment and operations information, emission inventory development, dispersion modeling or photochemical grid modeling for air quality and/or air quality related value impact analysis, and/or emission control determinations. These analyses may result in the imposition of additional project-specific control measures to protect air resources.”

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

11. The EAs Arbitrarily Ignore Whether There Are Any Benefits from The Lease Sales That Warrant Incurring the Enormous Social and Environmental Cost of Those Sales

The Protesting Party asserts that the EAs arbitrarily ignore whether there are any benefits from the lease sales that warrant incurring the enormous social and environmental costs of those sales. They argue that the EAs arbitrarily ignore economic benefits and revenues that would result from the lease sales, and how those compare to the social and environmental costs of those sales. The Protesting Party asserts that the BLM has thereby conducted a one-sided analysis that violates NEPA and the multiple-use mandate of FLPMA. They allege that BLM has already forecasted potential oil and gas production from the leases proposed for the June sales, which would allow the agency to estimate royalties and other economic benefits from that production, and that a similar methodology could be used to estimate production royalty and related economic benefits from the leases.

BLM Response:

Appendix C (*Comments received during the Public Comment Period and BLM's Responses*) of the PDO and OFO EAs and sections 3.6.2 and 3.6.1 (Greenhouse Gases and Climate) of the EAs analyze how the future potential development of nominated lease parcels would contribute to greenhouse gas (GHG) emissions and climate change.

In addition, a full cost benefit analysis utilizing the Social Cost of Greenhouse Gases (SC-GHG) would be beyond the scope of this document because the calculations provided in Section 3.6.2.2 and 3.6.2.1 of the EAs reflect a global effect, which is why it is included in the climate change section. The nominated lease parcels are in Chaves and Lea Counties in New Mexico and Dewey County, Oklahoma. The SC-GHG calculation tool is not designed to calculate effects to a particular area. Additionally, royalties to the Federal government comprise only a fraction of the economic benefits of oil and gas development.

If a full cost benefit analysis was warranted, it may be appropriate to consider the option value in the context of that analysis. But, as indicated, in the context of a lease sale EA the cost benefit to the affected area would have to be extracted from the overall calculation. The narrower the scope of the calculation, the more speculative the assumptions become. It has not been

demonstrated that such a calculation can yield information that would be useful to the decision maker.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

12. BLM Must Consult with the National Marine Fisheries Service and the U.S. Fish and Wildlife Service on the Greenhouse Gas Emissions Caused by Its Leasing Proposal.

The Protesting Party argues that the BLM must consult with the National Marine Fisheries Service and the U.S. Fish and Wildlife Service on the Greenhouse Gas Emissions caused by its leasing proposal. They claim that because resuming federal oil and gas leasing will have an appreciable, cumulative impact on climate threatened species, BLM must include these species as part of its consultation with both the National Marine Fisheries Service and the U.S. Fish and Wildlife Service (collectively the “Services”). The Protesting Party asserts that all federal agencies must assess whether the emissions that result from their activities harm climate-threatened species. The Protesting Party also contends, with respect to the greenhouse gas emissions that will result from federal fossil fuel leasing, that the best available science suggests that this action, along with other federal onshore mineral production will result in approximately 24,112 megatons of carbon dioxide equivalent through 2050. They argue that these emissions are appreciable and significant and must be assessed under the ESA’s consultation framework. According to the Protesting Party, for this proposed action, it is clear that the anticipated greenhouse gas pollution from federal oil and gas leasing will harm listed species far beyond the immediate area of the proposed activity in a manner that is attributable to the agency action and, pending consultation, BLM should postpone the June lease sale.

BLM Response:

Contrary to the Protesting Party’s assertion, the BLM consults with USFWS on projects that may have a physical effect on threatened and endangered species or their habitats. BLM commits to continue this long-established practice for any proposed plan of development that may result from the lease sale. To ensure threatened and endangered species will be addressed prior to any development, BLM New Mexico and Oklahoma applied standard lease notice (WO-ESA-7) to all parcels and notify the prospective lessees that threatened, endangered, or other special status species may now or in the future be found on any parcel. The National Marine Fisheries Service (NMFS) has no jurisdiction over the proposed leasing action, as all parcels in this lease sale are onshore in these states. Additionally, the BLM did not receive any comments or letters from USFWS or NMFS for the proposed lease sale.

In response to the Protesting Party’s claims regarding greenhouse gas emissions, the cumulative analysis requested is included for informational purposes in section 7.2 of the "2020 BLM Specialist Report on Annual GHG Emissions and Climate Trends" which was incorporated by reference in the lease sale EAs. This analysis includes information from the United Nations emissions gap report which shows the difference between global emissions pathways required to limit warming to 1.5C or 2.0C (i.e. carbon budgets) with the anticipated emissions based on national commitments to reduce GHG emissions. However, at this time, the BLM does not have specific guidance, regulations, or thresholds that can be applied in the NEPA analysis for

determining compliance or significance of the proposed action with regards to GHG emissions and global climate change.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

EXPLANATION IN SUPPORT OF DECISION

As set forth in the BLM's June 29, 2022, Decision, after a careful review, the BLM determined that protests of the PDO and OFO parcels in the June 30, 2022, Competitive Oil and Gas Lease Sale, are dismissed. This Explanation in Support of the Decisions sets forth the reasons for the BLM's dismissal, in response to the issues raised by the Western Environmental Law Center, the Center for Biological Diversity, Citizens for a Healthy Community, Defenders of Wildlife, Evergreen Action, Friends of the Earth, Montana Environmental Information Center, Sierra Club, Barbara Vasquez, the Waterkeeper Alliance, Living Rivers/Colorado Riverkeeper, Rio Grande Waterkeeper, Western Watersheds Project, and WildEarth Guardians as the Protesting Party. The BLM will provide you a courtesy printed copy of your protest response denial Explanation in Support of Decision by mail, upon written request, sent to Kerry Bishop at the BLM NM State Office, 301 Dinosaur Trail, Santa Fe, NM 87508, or upon electronic-mail request, sent to kbishop@blm.gov.

The BLM's Decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR Part 4 and summarized in Form 1842-1, *Information on Taking Appeals to the Interior Board of Land Appeals* (enclosed with Decision Letter).⁷ If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from your receipt of the BLM's Decision. A copy of the Notice of Appeal and of any statements of reasons, written arguments, or briefs must also be served on the Office of the Solicitor at the address shown on Form 1842-1. It is also requested that a copy of any statements of reasons, written arguments, or briefs be sent to this office. The appellant has the burden of showing that the Decision appealed from is in error.

If you wish to file a Petition for a Stay of the BLM's Decision, pursuant to 43 CFR Part 4, the Petition must accompany your Notice of Appeal. A Petition for a Stay is required to show sufficient justification based on the standards listed below. Copies of the Notice of Appeal and Petition for a Stay must also be submitted to each party named in the Decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR § 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a Decision pending appeal shall show sufficient justification based on the following standards:

⁷ As stated above and in the BLM's Decision sent to you separately, it is the receipt of the BLM's Decision that begins the 30-day appeals period and not this Explanation in Support of Decision.

1. The relative harm to the parties if the stay is granted or denied;
2. The likelihood of the appellant's success on the merits;
3. The likelihood of immediate and irreparable harm if the stay is not granted; and
4. Whether the public interest favors granting the stay.

/s/ Sheila Mallory

Sheila Mallory
Deputy State Director
Division of Minerals

cc:

Office of the Solicitor
Southwest Regional Office
505 Marquette Avenue, N.W.
Albuquerque, NM 87102

NM9210, J. Serrano
NMP000, J. Stovall
NMP020, T. Bryson (Acting)
NMP010, C. Schmidt
NM00400, R. Pawelek

List of organizations included as a party to the Western Environmental Law Center, *et al.* protest of the June 2022 Competitive Oil and Gas Lease Sale.

<u>Organization</u>	<u>Last Name</u>	<u>First Name</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip code</u>	<u>Protest Decision</u>
Western Environmental Law Center	Hornbein	Melissa	103 Reeder's Alley	Helena	MT	59601	Dismissed
Center for Biological Diversity	McKinnon	Taylor	1536 Wynkoop Street Suite #421	Denver	CO	80202	Dismissed
Citizens for a Healthy Community	Léger	Natasha	211 Grand Ave, P.O. Box 1283	Paonia	CO	81428	Dismissed
Defenders of Wildlife	Smith	Vera	1130 17th Street NW	Washington	DC	20036	Dismissed
Evergreen Action	Mrkusic	Mattea	P.O. Box 21961	Seattle	WA	21961	Dismissed
Friends of the Earth	Templeton	Hallie	P.O. Box 2333	Boulder	CO	80306	Dismissed
Montana Environmental Information Center	Johnson	Derf	107 W Lawrence St, P.O. Box 1184	Helena	MT	59624	Dismissed
Sierra Club	Shoaff	Nathaniel	2101 Webster St. Suite 1300	Oakland	CA	94612	Dismissed
Barbara Vasquez	Vasquez	Barbara	P.O. Box 54	Cowdrey	CO	80434	Dismissed
Waterkeeper Alliance	Hudson	Kate	180 Maiden Lane, Suite 603	New York	NY	10038	Dismissed
Living Rivers/Colorado Riverkeeper	Weishei	John	P.O. Box 466	Moab	UT	84532	Dismissed
Rio Grande Waterkeeper	Snyder	Tricia	301 N. Guadalupe St., Ste. 201	Santa Fe	NM	87501	Dismissed
Western Watersheds Project	Molvar	Erik	P.O. Box 779	Depoe Bay	OR	97341	Dismissed
WildEarth Guardians	Nichols	Jeremy	301 N. Guadalupe, Ste. 201	Santa Fe	NM	87501	Dismissed