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**October 27, 2025**

**Acting State Director Jerry Davis**

Bureau of Land Management  
Utah State Office  
440 West 200 South, Ste. 500  
Salt Lake City, UT 84101

**RE: Utah State Office Environmental Analysis of 195 Oil and Gas Leases from May 2015-March 2019 Lease Sales; Environmental Assessment DOI-BLM-UT-0000-2025-0004-EA**

**Dear Acting State Director Davis:**

The Western Energy Alliance (the Alliance) and the Utah Petroleum Association (UPA) submit these comments on the Bureau of Land Management's (BLM) draft Environmental Assessment (draft EA) for the Utah State Office Environmental Analysis of 195 Oil and Gas Leases from May 2015-March 2019 Lease Sales in accordance with 43 C.F.R. § 3120.42(b).

The Alliance represents the oil and natural gas industry, including member companies operating in Utah, who are most directly and substantially impacted by BLM's decision-making for the relevant lease sales.

UPA is a statewide oil and gas trade association established in 1958 representing companies involved in all aspects of Utah's oil and gas industry. UPA members range from independent producers to midstream and service providers, to major oil and natural gas companies widely recognized as industry leaders responsible for driving technology advancement resulting in environmental and efficiency gains.

Both associations have a profound interest in pursuing orderly development and achieving maximum recovery of oil and natural gas, while attaining the highest environmental benefit. For this to occur, BLM must offer parcels that

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have been deemed available and eligible in their respective Resource Management Plans (RMPs) and upon which this industry has indicated an interest in leasing.

The Alliance and UPA disagree that the initial subject lease sale EAs did not comply with the National Environmental Policy Act (NEPA). However, both organizations appreciate the opportunity to comment on BLM's additional analysis and agree that it conforms to BLM's NEPA obligations.

In submitting these comments, the Alliance and UPA also incorporate the original Alliance comments submitted on the original lease sale EAs.

## General Overview of Comments

BLM's analysis thoroughly examines the additional considerations addressed for review. It relies on technical data, and its conclusions are reasonable and within BLM's discretion. The Alliance and UPA urge BLM to proceed with issuance of the individual records of decision expeditiously. While BLM's analysis and a decision to adopt the Proposed Action would comply with BLM's statutory obligations, the Alliance and UPA ask BLM to consider whether deferring the six parcels identified as "low priority" for affirming based on the greater sage grouse (GrSG) prioritization process would make BLM's final decision more legally defensible.

## Comments

### A. Proper Scope of Analysis Post-Seven County Infrastructure

The Supreme Court confirmed that NEPA does not require BLM to conduct speculative analyses of potential effects of downstream actions that may produce emissions, including the transportation, processing, and refining of oil and gas produced from federal minerals. Nor is BLM required to conduct an analysis of the "cumulative effects" of its leasing decisions.

BLM "possesses no regulatory authority" over the midstream transportation, downstream processing, or end use combustion of oil and gas produced on federal lands. *Seven Cnty. Infrastructure Coal. v. Eagle Cnty.*, 145 S. Ct. 1497, 1516 (2025). These intervening processes are "separate in time or place" from production, and "[o]ther agencies possess authority to regulate those separate

projects and their environmental effects.” *Id.* BLM has no regulatory authority over what happens to oil and gas once it leaves BLM land, and the midstream, downstream, and end-use environmental effects of such oil and gas are so attenuated from oil and gas proddbreak [ on the 32 subject leases to “break[] the chain of proximate causation.” *Id.*

Although GHG emissions may be a “foreseeable” effect of oil and gas leasing, “that does not mean that those effects are relevant to the agency’s decisionmaking process or that it is reasonable to hold the agency responsible for those effects.” *Id.* BLM is therefore not required to analyze downstream GHG emissions or the environmental impacts therefrom. Case law that suggests otherwise is subject to *Seven County’s* “course correction.” *Id.* at 1510, 1514. NEPA therefore does not require BLM to consider the climate effects of emissions with only an attenuated causal relationship to oil and gas production on federally managed land.

The Supreme Court also recently clarified the level of deference that courts should grant agencies conducting NEPA analyses—specifically holding that a court is to be at its “most deferential” when analyzing whether BLM complied with its duty to analyze feasible alternatives. *Id.* at 1512. Courts “should afford substantial deference and should not micromanage” agency decisions regarding feasible alternatives, “so long as they fall within a broad zone of reasonableness.” *Id.* at 1506.

Finally, to the extent that CEQ regulations previously obligated BLM to conduct “cumulative” effects analysis under NEPA, that is no longer the case. Cases supporting this obligation relied on CEQ regulations that are no longer in force. *See, e.g., Diné CARE v. Bernhardt*, 923 F.3d 831, 851 (10th Cir. 2019); 90 Fed. Reg. 10,610. Thus, while the Alliance and UPA support BLM’s extensive analysis, it disputes that BLM is required under NEPA to analyze midstream emissions, downstream emissions, or cumulative effects.

**B. The Draft EA Exceeds BLM’s NEPA Obligation to Analyze the Reasonably Foreseeable Air Quality and Greenhouse Gas Effects of Offering Parcels for Lease**

The draft EA exceeds BLM’s duty to analyze the reasonably foreseeable environmental effects of the alternatives on air quality and greenhouse gas emissions by relying on, and incorporating the BLM Utah Air Resource

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Management Strategy 2024 Monitoring Report (Air Monitoring Report), the EPA National Emissions Inventory, the BLM Regional Air Quality Model, the 2023 BLM Specialist Report on Annual Greenhouse Gas Emissions and Climate Trends (Specialist Report). Draft EA at 14, 25. BLM also properly notes that the EPA has primary responsibility for regulating air quality. Draft EA at 14.

Based on this extensive analysis, BLM reasonably concludes that potential development of the leases will not exceed the modeled development in the BLM Regional Air Quality Model. Draft EA at 19.

As a court in D.C. has already recognized (re: the 2021 Specialist Report), the Specialist Report is a “detailed document evaluating the ‘cumulative emissions from [federal] fossil fuel authorizations on a state and national level’. . . . The Specialist Report opens with a panoramic snapshot of climate change and its anticipated impacts on the global and local levels. It then proceeds to estimate total emissions from all reasonably foreseeable development on federal land, breaking down those projections on a State-by-State basis and comparing them to total State, national, and global emissions.” *Dakota Res. Council v. United States DOI*, No. 22-cv-1853 (CRC), 2024 U.S. Dist. LEXIS 51013, at \*37-38 (D.D.C. Mar. 22, 2024) (internal citations omitted). As that court concluded, “[t]his fulsome treatment satisfies BLM’s obligation to analyze the cumulative impact of the lease sales.” *Id.* at \*38. Similarly, the draft EA satisfies BLM’s obligation to analyze the cumulative impact of the lease sales with reference to its multiple air reports.

Further, the draft EA reasonably explains that carbon budgets are not helpful to BLM’s analysis of its decision to offer parcels for lease because no federal agency has established a carbon budget, and there is no consensus on how to allocate global budgets to individual nations. It also appropriately relies on the Specialist Report’s conclusions regarding the same. Draft EA at 28, Specialist Report at Section 9.1.

### **C. The Draft EA Exceeds BLM’s Obligations under NEPA to Analyze Impacts to GrSG by Thoroughly Explaining Its Decision to Offer the Parcels for Lease While Considering Current GrSG Data**

BLM’s draft EA complies with NEPA and well-exceeds BLM’s obligations under NEPA to analyze the reasonably foreseeable effects of the decision to offer parcels for lease on GrSG.



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BLM complied with its obligations under NEPA by addressing site-specific potential impacts to GrSG, further reviewing cumulative effects on GrSG from development on federal and non-federal lands, and providing an alternative deferring parcels in both PHMA and GHMA.

Consistent with BLM's governing land use plans, BLM thoroughly explained its exhaustive analysis of GrSG impacts, including by:

- Thoroughly describing the affected environment in each GrSG population area; (draft EA 35-38);
- Identifying the acres of habitat values associated with each lease, and identifying the number of occupied leks within 3.1 miles of each lease; (draft EA 38-42);
- Performing a prioritization analysis incorporating 11 biological components and fluid mineral considerations to determine whether offering each parcel for lease is consistent with BLM's land use plans; (draft EA 42-43 and Appendix K.);
- Identifying that approximately 28.9% of the total proposed lease sale acreage is within GHMA and only .08% of the total acreage is within PHMA; (draft EA 44);
- Thoroughly analyzing the reasonably foreseeable environmental effects of reasonably foreseeable development on the offered parcels under each alternative, including a population-level analysis of effects for the proposed alternative for each of the individual Utah-based GrSG populations. (draft EA 44-48; Appendix K).

Thus, BLM complied with its obligation to analyze the reasonably foreseeable effects of offering the parcels for lease within GrSG habitat.

**Requested Action:** The Alliance and UPA request that, in addition to addressing potential negative impacts to GrSG habitat from development, that BLM acknowledge the benefits of the oil and gas industry's mitigation and reclamation projects, and the improvements to GrSG habitat that industry provides. For instance, reclaimed well pads have been shown to hold significantly higher amounts of insects than old-growth sagebrush stands, providing pollination, biodiversity, nutrient cycling, and soil decomposition. Further, insects are the primary source of protein for 96% of juvenile, terrestrial

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birds and in non-winter months, insects and forbs are an important part of GrSG diet.<sup>1</sup>

Industry provides valuable resources to habitat improvement projects, especially in areas hit by wildfire, which can benefit GrSG. Both Alliance and UPA members are leaders in their communities, developing and implementing best management practices for the benefit of the GrSG and other species that rely on the sagebrush sea. BLM should revise the draft EA to include these reasonably foreseeable effects.

**Requested Action:** BLM's analysis and a decision to adopt the Proposed Action would comply with BLM's statutory obligations. However, the Alliance and UPA ask BLM to consider whether deferring the six parcels identified as "low priority" for affirming based on the GrSG prioritization process would make BLM's final decision more legally defensible.

## **D. The Draft EA Exceeds BLM's Obligations under NEPA to Analyze Effects to Additional Wildlife Resources**

Finally, BLM complied with its duties under NEPA to address the reasonably foreseeable impacts of its decision to offer parcels for lease on Uinta Basin hookless cactus and core conservation areas; Shrubby Reed-Mustard, Graham's Penstemon, White River Penstemon, and Penstemon Conservation Areas.

BLM thoroughly explains the affected environment and forecasts the reasonably foreseeable effects of leasing on each species and habitat. It also explains how BLM will mitigate impacts of any future development on the leases through application of the governing land use plans, including through stipulations, surveys, and mitigation measures. This complies with BLM's NEPA obligations.

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<sup>1</sup>Curran, M.F., Allison, J., Robinson, T.J., Robertson, B.L., Knudson, A.H., Bott, B.M., Bower, S. and Saleh, B.M., 2024. Insect Abundance and Richness Response to Ecological Reclamation on Well Pads 5-12 Years into Succession in a Semi-Arid Natural Gas Field. *Diversity*, 16(6), p.324; Curran, M.F., Sorenson, J.R., Craft, Z.A., Crow, T.M., Robinson, T.J. and Stahl, P.D., 2022. Ecological Restoration Practices within a Semi-arid Natural Gas Field Improve Insect Abundance and Diversity during Early and Late Growing Season. *Animals*, 13(1), p.134.

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**Requested Action:** The Alliance and UPA request that BLM's final EA acknowledge that BLM is required to manage public lands under the principles of multiple use and sustained yield, in accordance with applicable land use plans. BLM is also required to offer, not later than 18 months after receiving an expression of interest, all parcels that the Secretary determines are open to oil and gas leasing under the governing land use plan. 30 U.S.C. § 226(a)(1). Therefore, BLM cannot, through this draft EA, effectively close lands to leasing that are otherwise designated as open in the underlying RMP based on an individual commenters' preference to cancel valid existing lease rights for individual resource issues.

## Conclusion

Thank you for your time and consideration. The Alliance and UPA appreciate BLM's thorough analysis, and the ability to provide comments.

Please do not hesitate to reach out to us with any questions.

**Sincerely,**



**Melissa Simpson**  
**President**  
**Western Energy Alliance**



**Rikki Hrenko-Browning**  
**President**  
**Utah Petroleum Association**