WESTERN ENERGY **ALLIANCE**

Submitted via eplanning.blm.gov

October 14, 2025

State Director Doug Vilsack
Bureau of Land Management
Colorado State Office
PO Box 151029
Lakewood, CO 80215

RE: Colorado State Office Supplemental Environmental Assessment Analysis for Greenhouse Gas Emissions and Air Quality Related to Oil and Gas Leasing in Colorado from May 2015 to December 2020 Environmental Assessment, DOI-BLM-CO-0000-2025-0006-EA

Dear State Director Vilsack:

Western Energy Alliance (the Alliance) submits these comments on the Bureau of Land Management's (BLM) Supplemental Analysis for Greenhouse Gas Emissions and Air Quality Related to Oil and Gas Leasing in Colorado from May 2015 to December (draft EA) spanning May 2015 through December 2020 in accordance with 43 C.F.R. § 3120.42(b).

The Alliance represents member companies operating in Colorado, who are most directly and substantially impacted by BLM's decision-making for the draft EA. Our members have a profound interest in pursuing orderly development and achieving maximum recovery of oil and natural gas, while attaining the highest environmental benefit, including protection of air resources.

The draft EA is largely consistent with the requirements of the court orders and settlement agreements as a result of *WildEarth Guardians v. Haaland (D.D.C. No. 16-cv-01724), WildEarth Guardians v. Haaland (D.D.C. No. 20-cv-0056)* and *WildEarth Guardians v. Haaland (D.D.C. No. 21-cv-0175)* (the Agreements). The Alliance appreciates the opportunity to comment on BLM's additional analysis and agrees that it conforms with settlement agreements reached in those cases.

In submitting these comments, the Alliance incorporates any comments filed on the underlying EAs.

General Overview of Comments

BLM complied with National Environmental Policy Act (NEPA) and the Agreements regarding additional analysis concerning the impacts of the oil and gas leasing decisions on greenhouse gases and air quality. BLM's EA relies on data that, in its own expertise, it has determined will inform its decision. Further, its conclusions are within BLM's discretion. The Alliance urges BLM to expediently proceed with the proposed action to affirm BLM's decisions.

Comments

A. Governing NEPA Law

BLM is correct that the BLM's NEPA obligations do not include a duty to conduct speculative and unhelpful 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 County. Infrastructure Coal. v. Eagle County.*, 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 production 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 decision-making 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.

BLM recognizes this boundary to its authority in the draft EA when it determined that though "[T]he majority of GHG emissions resulting from federal fossil fuel authorization occur outside of the BLM's authority and control…The BLM's regulatory authority is limited to those activities authorized under the terms of the least, which primarily occur in the 'upstream' portions of natural gas and petroleum systems." *See draft EA* at 64-65.

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 supports BLM's analysis, it disputes that such analysis is required under NEPA.

B. The Draft EA Complies with NEPA in Analyzing the Reasonably Foreseeable Effects of the Proposed Action on Air Quality

The draft EA exceeds BLM's NEPA obligations by analyzing reasonably foreseeable effects of projected development on PM10, PM2.5, VOC, Nox, CO, SO2 and Total HAPs. It also reasonably includes and incorporates BLM Colorado's Air Resources Annual Report (BLM COSO 2024), the Colorado Air Resources Management Modeling Study (CARMMS, 2.0), and the Lease Sale Emissions Tool (Emissions Tool). *draft EA at 19 and 21.*

In addition, BLM is entitled to deference regarding what facts are relevant to BLM's decision in analyzing air quality. *Seven County.*, 145 S. Ct. at 1512.

Under the Proposed Action Alternative, the BLM does not anticipate substantial impacts to air resources based on affirming the subject leases, as this "is strictly an administrative action." Any potential effects on air quality could only occur after an approved APD has been issued by BLM. *See draft EA* at 21.

C. The Draft EA Complies with NEPA in Analyzing Oil and Natural Gas Leasing Impacts on Greenhouse Gas Emissions

The draft EA complies with NEPA by evaluating the reasonably foreseeable direct and cumulative greenhouse gas (GHG) emissions resulting from the proposed action. The analysis follows methodologies upheld by other courts and relies on established tools and data sources, including the BLM Lease Sale Emissions Tool (2024), Air Technical Resources Report, EPA GHG Equivalency Calculator, U.S. Greenhouse Gas Emissions and Sinks (1990–2022), and the BLM Specialist Report. Using these sources, BLM calculated both annual (maximum and average year) and life-of-lease GHG emission estimates for the 1,113 wells considered in the Reasonably Foreseeable Development (RFD) scenario. These emissions were then compared to other common GHG-emitting activities (e.g., passenger vehicles) and contextualized against total oil and natural gas–related emissions at both the state and national levels.

As stated in the draft EA, the BLM cannot reasonably determine at the leasing stage whether, when, and in what manner a lease would be explored or developed. *See draft EA* at 56*.* The uncertainty that exists at the time the BLM offers a lease for sale and before development on the lease is proposed includes crucial factors that would affect actual GHG emissions and associated impacts. *Id.* Consequently, BLM affirmed in the draft EA that the subject leases do not directly result in development that would generate GHG emissions, emissions from future potential development of the subject leases can be estimated for the purposes of this analysis. *Id.* at 57.

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 carbon budget has been established, and there is no consensus on how to allocate global budgets to individual nations and incorporating the Annual GHG report's conclusions regarding the same. *See draft EA* at 63.

The draft EA's cumulative analysis consistent with NEPA analyses upheld by courts by relying on annual GHG report's estimate of foreseeable short-term and projected long-term GHG emissions from activities on BLM federal mineral estate. *See WildEarth Guardians v. Jewell,* 738 F.3d 298, 309-10 (D.C. Cir. 2013); *WildEarth Guardians v. Zinke*, 368 F.Supp.3d 41, 77 (D.D.C. 2019); *Dakota Res. Council v. United States DOI*, No. 22-cv-1853 (CRC), 2024 U.S. Dist. LEXIS 51013, at *38 (D.D.C. Mar. 22, 2024).

Conclusion

Based on the draft EA, the Alliance requests that BLM select the Proposed Action to affirm the leasing decisions. Finally, to minimize litigation, BLM should provide at least 30 days for the public to file a protest.

Thank you for your time and attention to this matter. Please do not hesitate to reach out to me with any questions.

Sincerely,

Melissa Simpson
President
Western Energy Alliance