

January 4, 2018

HAND-DELIVERED

Mr. Aden Seidlitz
Acting State Director
BLM New Mexico State Office
301 Dinosaur Trail
Santa Fe, NM 87502

Re: Protest Against Four Parcels Included in BLM’s Notice for the March 8, 2018 Farmington Field Office Competitive Oil & Gas Lease Sale

Dear Mr. Seidlitz:

Pursuant to 43 C.F.R. § 3120.1-3, Archaeology Southwest, the National Parks Conservation Association, the National Trust for Historic Preservation, the New Mexico Wilderness Alliance and The Wilderness Society (collectively, the Protesting Parties) protest 4 of the 25 parcels included in the Notice issued on December 6, 2017 by the Farmington Field Office of the Bureau of Land Management (BLM) for the March 8, 2018 Competitive Oil and Gas Lease Sale (Sale Notice):

	PARCEL	ACRES
1.	NM-201803-020	320
2.	NM-201803-021	160
3.	NM-201803-029	130
4.	NM-201803-030	320
	Total	930

Overview of the Protested Leases and Significance of the Greater Chaco Landscape

All of the protested leases are located in the Greater Chaco Landscape, which includes the Chaco Culture National Historical Park, the Chaco Culture World Heritage Site (WHS), and thousands of affiliated cultural resources. All nineteen pueblos in New Mexico, along with the Navajo Nation, have recognized many of these resources as “sacred” and of “traditional cultural” importance. Resolution No. APCG 2017-12 (Attachment 1). For this reason, the pueblos and the Navajo Nation have specifically requested that the BLM “immediately institute a moratorium on all oil and gas related permitting and leasing” in the Greater Chaco Landscape, pending further consultation, ethnographic work and the completion of the Farmington Field Office Mancos-Gallup Resource Management Plan Amendment (RMPA). *Id.*

Further, as BLM is aware, the Chaco Culture WHS is actually a collection of several sites, including two contiguous national park units (Chaco Culture and Aztec Ruins) and eight additional sites in the surrounding landscape that are managed by the National Park Service (Kin Bineola, Kin Ya’a, Pueblo Pintado) and BLM (Casamero, Halfway House, Kin Nizhoni, Pierre’s Site, Twin Angels). Chaco Culture WHS Periodic Reporting Cycle 2, Section II 1 (May 20, 2014) (Attachment 2). The breadth of the Chaco Culture WHS designation is intended to include:

a vast pre-Columbian cultural complex that dominated much of the south-western United States in the mid-9th to early 13th centuries. Chaco Canyon, a major center of

ancestral Pueblo culture between 850 and 1250, was a focus for ceremonies, trade and political activity. Chaco is remarkable for its monumental public and ceremonial buildings and its distinctive multi-storey [sic] “greathouses” which demonstrate a sophisticated understanding of astronomical phenomena. They are linked by an elaborate system of carefully engineered and constructed roads.

Id. In fact, in 1985, the International Council on Monuments and Sites (ICOMOS) specifically “recommended that the United States government examine the possibilities of extending the proposed zone to assure a broader representation of archaeological evidence of the prehistoric Chacoan culture.” ICOMOS Advisory Body Evaluation 1 (Apr. 16, 1987) (Attachment 3). The United States acceded to this recommendation, and as a consequence, the Chaco Culture WHS now includes sites that reflect the broad scope and significance of the Chaco cultural history. *Id.*

The Protesting Parties filed timely comments on the Draft Environmental Assessment (EA)¹ for this lease sale and identified substantially the same flaws that are discussed in the Statement of Reasons below. Attachments 4 & 5. To date, BLM has not responded to – let alone made any attempt to resolve – any of the significant issues and concerns identified in these comments. Accordingly, BLM has still not complied with its legal duties under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA) and Federal Land Policy and Management Act (FLPMA). Unless and until those issues and concerns are addressed, BLM lacks the legal authority to proceed with the lease sale.

Interests of the Protesting Parties

Archaeology Southwest – For three decades, Archaeology Southwest has practiced a holistic, conservation-based approach to exploring the places of the past. We call this Preservation Archaeology. By exploring what makes a place special, sharing this knowledge in innovative ways, and enacting flexible site protection strategies, we foster meaningful connections to the past and respectfully safeguard its irreplaceable resources. For the past several years, Archaeology Southwest has been engaging in a variety of efforts to protect the Greater Chaco Landscape. We have participated as a consulting party in Section 106 consultations concerning proposed oil and gas leasing in the Greater Chaco Landscape, and have also filed comments on many of these proposals. We have also led several efforts aimed at educating the broader public about the importance of the Greater Chaco Landscape and the threats it faces, including from oil and gas development.

National Parks Conservation Association – The mission of the NPCA is to “protect and enhance America’s National Park System for present and future generations.” Founded in 1919, NPCA is the leading citizen voice for the national parks. We are a national nonprofit with headquarters in Washington, DC, and 27 regional and field offices across the country, including our New Mexico Field Office in Arroyo Hondo. As of September 2017, NPCA had 3,415 active members in New Mexico. NPCA participated in the planning process for this lease sale by filing comments, dated October 20, 2017. We have attached copies of both sets of comments to this protest letter and hereby incorporate them by reference.

¹ Throughout this protest, the Protesting Parties refer to the version of the EA released on September 21, 2017 as the “Draft EA” and the version released on December 6, 2017 as the “Final EA”. Similarly, the Protesting Parties refer to the version of the Finding of No Significant Impact (FONSI) released on September 21, 2017 as the “Draft FONSI” and the version released on December 6, 2017 as the “Final FONSI”.

National Trust for Historic Preservation – The National Trust is a private charitable, educational, non-profit corporation chartered by Congress in 1949 to protect and defend America’s historic resources, to further the historic preservation policy of the United States, and to facilitate public participation in the preservation of our nation’s heritage. *See* 54 U.S.C. § 312102. In addition, the National Trust has been designated by Congress as a member of the Advisory Council on Historic Preservation, which is responsible for working with federal agencies to implement compliance with Section 106 of the NHPA. *Id.* §§ 304101(8), 304108(a).

The mission of the National Trust is to provide leadership, education, and advocacy to save America’s diverse historic places and revitalize our communities. The National Trust is headquartered in Washington, D.C., has a number of field offices around the country, and twenty-seven Historic Sites that are open to the public across the United States. The National Trust has more than one million members and supporters around the country.

The National Trust has been actively involved in the protection of world-renowned cultural resources within and surrounding the Chaco Culture National Historical Park. In recognition of the increasing pressure of energy development, the National Trust included the Greater Chaco landscape on its annual list of America's 11 Most Endangered Historic Places in 2011. We have also been actively involved in the Mancos-Gallup RMP Amendment process as a Section 106 consulting party. The National Trust has participated actively in the environmental review process for this lease sale by submitting a consulting party request letter, dated October 2, 2017, as well as comments on the draft EA, dated October 20, 2017. Attachments 21 & 22.

New Mexico Wilderness Alliance – The New Mexico Wilderness Alliance is a 501(c)(3) non-profit organization dedication to the protection, restoration, and continued enjoyment of New Mexico's wild lands and wilderness areas. It has been actively involved in pursuing protection of the Greater Chaco Landscape since its inception in 1997. What began as a campaign to get wilderness designation inside the Park's boundaries has evolved into consistent participation in BLM's administrative processes and also assistance with tribal activism whenever possible. This includes conducting and submitting its own inventory of lands with wilderness characteristics to BLM as part of its RMP Amendment process, commenting on BLM's oil and gas lease sales in the Greater Chaco area, and protesting lease sales which are too close to irreplaceable Chacoan resources.

The Wilderness Society – The Wilderness Society (“TWS”) has a long-standing interest in the management of Bureau of Land Management lands in New Mexico and engages frequently in the decision-making processes for land use planning and project proposals that could potentially affect wilderness-quality lands and other important natural resources managed by the BLM in New Mexico. TWS has more than one million members and supporters nationwide, including thousands in New Mexico. TWS members and staff enjoy a myriad of recreation opportunities on BLM-managed public lands, including hiking, biking, nature-viewing, photography, and the quiet contemplation in the solitude offered by wild places. Founded in 1935, our mission is to protect wilderness and inspire Americans to care for our wild places. TWS has been actively involved in oil and gas leasing and development in the Farmington District, submitting comments on lease sales and also engaging in the Farmington Resource Management Plan (RMP) Amendment process. TWS submitted scoping comments in 2013 and supplemental comments in 2017, and also submitted a proposal for a master leasing plan to guide leasing and development in the Greater Chaco landscape. We continue to advocate for a thoughtful approach to ensure the most sensitive areas are protected from leasing and drilling, including through targeted leasing closures, lease stipulations and conditions of approval, that can better accommodate address the impacts of future

oil and gas activity, in light of this area's significant cultural and natural resources and human populations. It is vital that the BLM take the opportunity provided through the amendment process to define a regional approach and not undercut that opportunity through this lease sale.

Authorization to File

The signatories are authorized to file this protest on behalf of the Protesting Parties. Specifically:

- Paul Reed is Archaeology Southwest's Preservation Archaeologist, and is authorized to file this protest on behalf of the organization and its members.
- David Nimkin is the National Parks Conservation Association's Senior Regional Director, and is authorized to file this protest on behalf of the organization and its members.
- Brian Turner is the National Trust for Historic Preservation's Public Lands Attorney and Senior Field Officer, and is authorized to file this protest on behalf of the organization and its members.
- Judy Calman is the New Mexico Wilderness Alliance's Staff Attorney, and is authorized to file this protest on behalf of the organization and its members.
- Nada Culver is Senior Counsel and Director of The Wilderness Society's BLM Action Center, and is authorized to file this protest on behalf of the organization and its members.

I. BLM Has Not Complied with Its Duties Under Section 106 of the NHPA.

Section 106 requires federal agencies to evaluate "undertakings" that may affect historic properties in accordance with a mandatory consultation process. 54 U.S.C. § 306108; 36 C.F.R. Part 800. Federal "undertakings" include the issuance of oil and gas leases. Mont. Wilderness Ass'n v. Fry, 310 F. Supp. 2d 1127, 1152 (D. Mont. 2004). The statute explicitly requires that BLM must complete this process "prior to" issuing or otherwise irretrievably committing to the issuance of any proposed leases. 54 U.S.C. § 306108; 36 C.F.R. § 800.1(c). As documented in the Final EA, this lease sale could affect a wide variety of significant cultural resources within the Greater Chaco Landscape, including the Chaco Culture World Heritage Site. Final EA at 31-34. Consequently, BLM must comply fully with Section 106 prior to the lease sale.

A. BLM has failed to complete its review under Section 106 "prior to" approving the undertaking, as required by the statute.

BLM waited until just a few days before the release of the Sale Notice and Final EA even to initiate Section 106 consultation with interested parties, and didn't convene the initial consultation meeting until 11 days later, *after* making its final leasing decision. Accordingly, BLM has failed to complete its Section 106 review "prior to" approving the undertaking, and irretrievably poisoned the decision-making process for the March 8, 2018 lease sale. There is simply no remedial action BLM can take at this late stage, beyond withdrawing the protested parcels from the lease sale.

Under the NHPA, BLM must initiate the Section 106 process "early in the undertaking's planning, so that a broad range of alternatives may be considered during the planning process for the undertaking." 36 C.F.R. § 800.1(c). "This directive makes it pellucid that agencies are not expected to delay NHPA review until all details of the proposal are set in cement." Safeguarding the Historic Hanscom Area's Irreplaceable Res., Inc. v. Federal Aviation Admin., 651 F.3d 202, 215 (1st Cir. 2011). Relatedly, the Section 106 regulations direct BLM to "consider [its] section 106 responsibilities as early as possible in the NEPA process, and plan [its] public participation,

analysis, and review in such a way that they can meet the purposes and requirements of both statutes in a timely and efficient manner.” 36 C.F.R. § 800.8(a)(1). This “early coordination” requirement is designed to ensure that BLM fully engages consulting parties in the decision-making process, “when the purpose of and need for the proposed action as well as the widest possible range of alternatives are under consideration.” *Id.* § 800.8(a)(2). Finally, BLM must complete the Section 106 process “prior to” committing itself to a course of action that might affect historic properties. 54 U.S.C. § 306108. BLM has completely failed to uphold these requirements in connection with the March 8, 2018 lease sale.

On September 21, 2017, BLM published the Draft EA, which advanced several findings of direct relevance to the Section 106 process. BLM ePlanning Screenshot – DOI-BLM-NM-0000-2017-0006-EA (Attachment 6). First, BLM concluded that no further efforts, including ethnographic and on-the-ground survey work, were necessary to identify potentially affected historic properties and that existing sources of information would be sufficient. Draft EA at 31. Second, BLM determined that the sale would cause “no adverse effects” on historic properties, including Pierre’s Site, due to the imposition of largely undefined “[Best Management Practices (BMPs)] or mitigations.” *Id.* at 37. Finally, BLM concluded that the range of alternatives proposed in the Draft EA, which consisted of just two options – the no-action alternative and the proposed action, under which BLM would offer to lease all of the proposed parcels – was adequate to resolve any adverse effects that might arise from the lease sale. *Id.* at 13-14. At this point, however, BLM had yet to initiate consultation with any interested parties or, apparently, the New Mexico State Historic Preservation Office (SHPO).²

Six days later, in apparent response to the Draft EA, the SHPO notified BLM that further consultation was required, specifically over the area of potential effects, assessment of effects and identification of historic properties. Letter from Michelle Ensey, New Mexico State Historic Preservation Office, to Rick Fields, BLM 1-2 (Sept. 27, 2017) (Attachment 7). The SHPO also advised that BLM should formally consult with “people or organizations (such as Archaeology Southwest) knowledgeable of historic properties and Traditional Cultural Properties (TCPs) in this region so that we can better understand the lease areas and the potential for leasing to affect historic properties.” *Id.* at 2. Yet, BLM did not contact Archaeology Southwest or, presumably, any other interested party until early December. *See, e.g.*, Letter from Victoria Barr, District Manager, Farmington Field Office, BLM, to Paul Reed, Archaeology Southwest (Dec. 1, 2017) (Attachment 8). In fact, this letter was dated just five days prior to publication of the Sale Notice and Final EA/FONSI, which carry forward all of the principal Section 106 findings from the Draft EA, including the unilateral assumption that “the lease sale will have ‘No Adverse Effect’ on historic properties.” Final FONSI at 5.

The BLM’s approach in this case is fundamentally inconsistent with the intent and express requirements of the Section 106 process. BLM is well-aware of long-standing concerns from the Protesting Parties and others, including the All Pueblo Council of Governors (APCG) and the Navajo Nation, regarding the impacts of oil and gas leasing and development on the Greater Chaco

² In the Draft EA, BLM suggests that, “[a]s of August 17, 2017, the Section 106 consultation process with the [SHPO] and tribes previously identifying an interest in the San Juan Basin is in early stages and has not yet yielded substantive feedback.” Draft EA at 31. However, on September 27th, the New Mexico SHPO notified BLM that the “[New Mexico BLM State] Protocol requires that we consult on this undertaking under 36 CFR 800.” Attachment 7 at 1. Thus, to the extent that BLM may have initiated consultation with the SHPO prior to publication of the Draft EA, (which is unlikely given the SHPO’s letter of Sept. 27th, indicating a lack of awareness that consultation had been initiated), BLM clearly had not even begun to address any of the issues, including identification of historic properties, assessment of adverse effects, and resolution of adverse effects, all of which serve as the heart of the Section 106 process.

Landscape. These concerns were raised once again in connection with the March 8, 2018 lease sale, as the Protesting Parties and others specifically questioned and provided information relevant to the scope of the identification effort, evaluation of adverse effects and resolution of adverse effects. Attachments 4 & 5; *see also* Archaeology Southwest, Recent Efforts to Research, Preserve, and Protect the Greater Chaco Landscape (Attachment 9).

Yet, BLM has made no effort to engage in meaningful consultation with anyone (until *after* making its final leasing decision), and has instead based its Section 106 decisions entirely on unilateral determinations. Consequently, BLM has violated Section 106, and the only path it may lawfully take at this point is to withdraw the protested parcels from the March 8, 2018 lease sale.

B. BLM has not made a “reasonable and good faith effort” to identify Traditional Cultural Properties (TCPs) and other historic properties.

BLM has not made a “reasonable and good faith effort” to identify TCPs and other historic properties with the area potentially affected by the protested leases. Under Section 106, BLM must make “a reasonable and good faith effort” to identify historic properties located within an undertaking’s area of potential effects (APE). 36 C.F.R. § 800.4(b)(1). To satisfy this requirement, BLM must, “at a minimum, [conduct] a review of existing information on historic properties that are located or may be located within the APE. . . .” ACHP, Meeting the “Reasonable and Good Faith” Identification Standard in Section 106 Review at 2.³ Additional identification efforts, including “consultation, oral history interviews, sample field investigation, and field survey”, are also required, in particular when tribes have “indicated the existence of traditional cultural properties . . .” *Pueblo of Sandia v. U.S. Forest Serv.*, 50 F.3d 856, 860 (10th Cir. 1995). In several respects, BLM has failed to satisfy the identification requirements of Section 106.

1. BLM has failed to account for the Great North Road.

BLM has failed to account for the existence of the Great North Road, which either borders or runs in close proximity to parcel 30. In the immediate vicinity of parcel 30, the Great North Road becomes

a set of four 'almost perfectly parallel' roads extending for 1.5 km. . . . Recent reevaluation of the aerial imagery . . . has revealed further portions of the road in previous gaps to the north of Pierre's Complex. . . . Many of these segments consist of two parallel roads. (The new portions lie on the straight line determined by the sections found earlier and thus further emphasize the overall linearity of the road.) There is no satisfactory functional explanation for these redundant features. Yet the effort devoted to achieving them indicates they are not casual expressions of the Chaco culture.

Anna Sofaer, Mike Marshall & Rolf Sinclair, *The Great North Road: a Cosmographic Expression of the Chaco Culture of New Mexico* (Attachment 10). However, the Final EA lacks any information whatsoever about this unique and fragile segment of the Great North Road and any potential effects from the proposed leases, an omission the New Mexico SHPO specifically directed BLM to address in the SHPO’s September 27th letter. Attachment 7 at 2. Like other prehistoric roads that emanate from Chaco Canyon, the Great North Road is

³ Available at http://www.achp.gov/docs/reasonable_good_faith_identification.pdf.

rapidly deteriorating from the impacts of natural weathering and human encroachment over the last century, including energy development. In the case of the Great North Road, modern roads to facilitate energy development have disturbed its course, and proposed increases in this activity threatens further disturbance to this and other ancient roads. The continuing demand for natural resource extraction in the greater Chaco landscape—including oil, gas, coal, and grazing land—as well as severe droughts and rainstorms of recent history have created an increased rate of sedimentation and erosion.

Richard A. Friedman, Anna Sofaer & Robert S. Weiner, Remote Sensing of Chaco Roads Revisited 2 (2017) (Attachment 11). The failure to address potential impacts to the Great North Road is compounded by the fact that only 10 percent of parcel 30 (and an unknown percentage of the surrounding area) has ever been surveyed for cultural resources. Final EA at 27.

Further, BLM acknowledges that the potential for harm could be significant:

[o]il and gas development may include constructing a well pad, access road, pipeline, and facilities, drilling a well using a conventional pit system or closed-loop system, hydraulically fracturing the well, installing pipelines and/or hauling produced fluids, regularly monitoring the well, and completing work-over tasks throughout the life of the well. In the FFO, typically, all of these actions are undertaken during development of an oil or gas well; it is reasonably foreseeable that they may occur around the leased parcels.

Id. at 17 (emphasis added). This failure raises the very real possibility that the Great North Road and/or shrines, earthworks and other road-related features, could be harmed by the leasing and subsequent development of parcel 30 – without any consultation taking place or measures adopted to address any harm. *See, e.g.*, John Kantner, Chaco Roads (listing various features that are often associated with Chacoan roads) (Attachment 12). This is precisely the kind of result that Section 106 is designed to avoid.

2. BLM has failed to account for TCPs identified by the All Pueblo Council of Governors.

BLM has failed to account for specific TCPs identified by the APCG within the Greater Chaco Landscape. Under Section 106, Traditional Cultural Properties are a type of historic property that BLM must identify and evaluate. *See Pueblo of Sandia*, 50 F.3d at 859 (recognizing TCPs as historic properties under Section 106); National Park Service, National Register Bulletin 38: Guidelines for Evaluating and Documenting Traditional Cultural Properties (same).⁴ According to National Register Bulletin 38,

[a]n early step in any effort to identify historic properties is to consult with groups and individuals who have special knowledge about and interest in the history and culture of the area to be studied. In the case of traditional cultural properties, this means those individuals and groups who may ascribe traditional cultural significance to locations within the study area, and those who may have knowledge of such individuals and groups. Ideally, early planning will have identified these individuals and groups, and established how to consult with them.

⁴ Available at <https://www.nps.gov/nr/publications/bulletins/pdfs/nrb38.pdf>.

National Register Bulletin 38, at 7. “[A] mere request for information is not necessarily sufficient to constitute the ‘reasonable effort’ section 106 requires.” Pueblo of Sandia, 50 F.3d at 860. Because BLM has limited its TCP identification effort here to “mere requests for information,” it has not complied with Section 106.

As noted, the APCG has passed four resolutions over the past four years where it acknowledged the existence of TCPs within the Greater Chaco Landscape, including at specific locations. In 2014, the APCG stated that

the issuance of oil and gas leases, drilling permits and approvals for oil and gas roads, pipelines and other types of oil and gas infrastructure in the landscape surrounding Chaco Canyon, which includes traditional cultural properties and sacred sites, . . . threatens irreparable degradation and impairment to that landscape and to the traditional cultural values and sacred sites present within that landscape.

Resolution No. APCG 2014-04 (Attachment 13) (emphasis added). In 2015, the APCG went one step further and identified specific locations within the Greater Chaco Landscape that it considered to be TCPs and/or sacred sites, “including, but not limited to, the Great North Road, the West road, and Pierre’s Site.” Resolution No. APCG 2015-17 (Attachment 14). The APCG reiterated this declaration in the 2016 and 2017 resolutions, stating that

preserving the traditional cultural properties and sacred sites that exist in Chaco Canyon and in the Greater Chaco Region, including, but not limited to, the Great North Road, the West Road, and Pierre’s Site, along with protection of the night skies, soundscapes, view shed and sight-lines within and surrounding Chaco Canyon is essential to the culture and traditions of APCG members. . . .

Attachment 1 (emphasis added); *see also* Resolution No. APCG 2016-17 (Attachment 15).

Yet, despite these repeated notices to BLM staff describing the importance of the Chaco region to the culture and traditions of APCG members, BLM kept with its past practice of mailing form letters to the tribes. By its own admission BLM

initiated [consultation] by mail regarding each lease sale activity. A second request for information will be sent to the same recipients if there is no response to the first inquiry. If no response to the second letter is received and no other substantial conflicts or issues are identified, the proposed leasing of parcel(s) may go forward.

Final EA at 7. This in no way satisfies Section 106’s requirements when, as here, tribes have identified specific TCPs and alluded to the existence of others within a specific geography.

In many respects, BLM is committing the same errors that invalidated the Section 106 consultation in Pueblo of Sandia. There, the U.S. Forest Service knew in advance of initiating consultation that the pueblo had identified a specific location as “an area of great religious and traditional importance. . . .” Pueblo of Sandia, 50 F.3d at 860 (internal quotations omitted). Further, the pueblo had, in the past, asked the U.S. Forest Service to manage the area in a manner “it believed would be most likely to permit Sandia members to perform secret, traditional activities in more seclusion.” *Id.* (internal quotations omitted).

BLM now finds itself in exactly the same position. Prior to this leasing proposal, the APCG had publicly identified specific TCPs within the Greater Chaco Landscape and indicated that others existed. It also called on BLM to adopt a moratorium on oil and gas leasing and permitting in order to afford greater protection to TCPs and sacred sites within the Greater Chaco Landscape and to allow adequate time for consultation to take place between BLM and the pueblos. Yet, BLM is proceeding as if none of those things had happened, even though BLM recognizes in the Final EA that because of these recent statements from the pueblos, “future ethnographic studies may be more fruitful . . .” Final EA at 35. For that reason, and in accordance with the Tenth Circuit’s decision in Pueblo of Sandia, BLM’s identification effort in regard to TCPs is per se unreasonable.⁵

C. BLM has failed to fully assess the potential for adverse effects.

BLM has failed to fully assess the potential for adverse effects on Pierre’s Site, the Great North Road and the Greater Chaco Landscape. Under Section 106, BLM must “apply the criteria of adverse effect to historic properties within the area of potential effects.” 36 C.F.R. § 800.5(a). Those criteria include “cumulative” effects, as well as effects on “the property’s setting that contribute to its historic significance” and “visual, atmospheric or audible” effects “that diminish the integrity of the property’s significant historic features. . .” *Id.* § 800.5(a)(1), (a)(2)(iv), (v). In several important respects, BLM has failed to correctly apply these criteria to the proposed lease sale.

1. BLM has not engaged in consultation over adverse effects, including with interested tribes and native communities.

BLM has failed to engage in consultation with interested tribes and native communities regarding the application of the adverse effect criteria. Instead, and in the absence of consultation, BLM has determined unilaterally that the proposed action, including the leasing of parcel 30, will have no adverse effects on any historic properties. Final EA at 32; Final FONSI at 5. BLM attempts to justify this conclusion by suggesting that “BMPs or mitigation (e.g., muffler) could be necessary to achieve *no adverse effect*” for certain properties, including Pierre’s Site. *Id.* (emphasis in original). However, this places the cart before the horse. Before BLM can make adverse effect determinations, the agency must first determine which historic properties could be impacted by the undertaking.

Here, there are unresolved questions about TCPs and a lack of tribal consultation. BLM has not adequately consulted with the pueblos about potentially National Register-eligible TCPs within the Greater Chaco Landscape, including Pierre’s Site, in spite of repeated statements from the pueblos that oil and gas development in the Greater Chaco Landscape, as presently administered by BLM, “threatens irreparable degradation and impairment to that landscape and to the traditional cultural values and sacred sites present within that landscape. . .”⁶ Attachment 11 at 1-2. As a result, the

⁵ Other federal courts have made clear that the mailing of form letters to tribes does not constitute meaningful consultation as required by law, *see, e.g., Quechan Tribe v. Department of the Interior*, 755 F. Supp. 2d 1104, 1118, 1121 (S.D. Cal. 2010) (the “sheer volume” of letters sent by BLM to the Tribe “is not meaningful” because “documentation that might support a finding that true government-to-government consultation occurred is painfully thin” and that consultation had “amounted to little more than a general request for the Tribe to gather its own information about all sites within the area and disclose it at public meetings.” The court concluded that Congress and the DOI “could have made these consulting requirements less stringent, but they didn’t.”)

⁶ There are a number of other areas of concern that highlight overbroad generalization of minority communities’ binary choice of economics over preservation. In the Final EA, BLM notes, “the decisions in the RMP will facilitate development and provide for socioeconomic benefits to the planning area and the State of New Mexico.” Final EA at 41. This statement ignores the current and past concerns raised by communities in

agency does not know whether the potential TCPs are eligible for the National Register, does not know the geographic boundaries of the potential TCPs, and does not know what landscape or other features are significant parts of the TCP.⁷ Because BLM has yet to gather this necessary information, it follows that BLM cannot simply skip ahead and apply the adverse effect criteria. BLM simply does not have sufficient information on which to determine that the project will have no adverse effect for Pierre's Site and other historic properties.

BLM has also failed in its responsibility to adequately consult with native communities that are present in the immediate vicinity of the proposed leases. In the Final EA, BLM notes that "[l]etters were mailed to 39 Tribes and Pueblos on August 16, 2017. Corrected maps were sent to Tribes and Pueblos on August 31, 2017." Final EA at 8. BLM also lists a number of meetings that apparently took place between BLM and several of the chapter houses "to discuss concerns about further development." *Id.* These concerns pertain to "the impacts of continued oil and gas development on the condition of roads in the area, traffic safety, water quality, visual resources and air quality." *Id.* at 41.

Yet, in spite of these tribal concerns, which were made clear at the December Section 106 consultation meeting, BLM provides no indication of how they will be addressed. There is no discussion of plans to conduct additional government to government consultation with the chapter houses or any other tribal representatives concerning potential adverse impacts on these cultural resources. Nor does BLM propose any measures in the Final EA to address the concerns of the tribes. This is not consistent with BLM's duties under Section 106, under which BLM must provide interested tribes with "a reasonable opportunity to identify its concerns about historic properties, advise on the identification and evaluation of historic properties, including those of traditional religious and cultural importance, articulate its views on the undertaking's effects on such properties, and participate in the resolution of adverse effects." 36 C.F.R. § 800.2(c)(ii)(A).

Additionally, Executive Order (E.O.) 13175 (Nov. 6, 2000) underscores the U.S. government's commitment to upholding tribal sovereignty and self-determination regarding decisions that could cause direct or indirect impacts to the interests of one or more tribes, and lays out principles for meaningful tribal consultation. The Department of the Interior's own policy implementing E.O. 13175 explains that:

Consultation is a deliberative process that aims to create effective collaboration and informed Federal decision-making. Consultation is built upon government-to-government exchange of information and promotes enhanced communication that

northwest New Mexico, as suggested in other parts of the Final EA: "These Chapter Houses have expressed concerns about the impacts of continued oil and gas development on the condition of roads in the area, traffic safety, water quality, visual resources and air quality. The BLM received comments both from individual allottees in favor of the proposed lease sale for economic reasons, and from the Chapter Houses asking that no more lease sales be held due to potential negative impacts." *Id.* This assessment lacks nuance and historic perspective, as review of any number of widely available economic data sets would show little if any economic gains for minority communities as a result of development.

⁷ See National Register Bulletin 38, Identification and Documentation of Traditional Cultural Properties (1990), p.21 ("To assist in determining whether a given activity outside the boundaries of a traditional cultural property may constitute an adverse effect, it is vital that the nomination form or eligibility documentation discuss those qualities of a property's visual, auditory, and atmospheric setting that contribute to its significance, including those qualities whose expression extends beyond the boundaries of the property as such into the surrounding environment.").

emphasizes trust, respect, and shared responsibility. Communication will be open and transparent without compromising the rights of Indian Tribes or the government-to-government consultation process. Federal consultation conducted in a meaningful and good-faith manner further facilitates effective Department operations and governance practices. To that end, Bureaus and Offices will seek and promote cooperation, participation, and efficiencies between agencies with overlapping jurisdiction, special expertise, or related responsibilities regarding a Departmental Action with Tribal Implications. Efficiencies derived from the inclusion of Indian Tribes in the Department's decision-making processes through Tribal consultation will help ensure that future Federal action is achievable, comprehensive, long-lasting, and reflective of Tribal input.⁸

Submission of letters to tribal leaders, along with initial meetings, may fulfill some minimal part of the obligation by the BLM, but does not constitute meaningful consultation with the tribes in the "spirit and intent" of E.O. 13175.

The failure to fully address tribal concerns in this document calls for additional outreach to tribal leaders to gain perspective on a host of issues both directly impacting the tribes and potentially sensitive cultural resources that could be destroyed or altered as a result of the proposed lease sale. Under Section 106, this must occur "prior to" to the issuance of the proposed leases. 54 U.S.C. § 306108.

2. BLM has failed to fully assess the potential for visual and auditory effects.

As discussed above, BLM does not even mention the Great North Road in the Draft EA. As a consequence, there is no analysis whatsoever of visual and auditory effects on this important resource.

BLM has also failed to fully evaluate the potential for visual and auditory effects on Pierre's Site and the Greater Chaco Landscape. In the Final EA, BLM indicates that parcel 30 is "outside the modeled viewshed" of Pierre's Site. Final EA at 38. But BLM provides no further information about how it conducted that analysis or reached that conclusion. Further, while BLM acknowledges the potential for auditory impacts on Pierre's Site, it provides no information on the degree of those impacts and whether they rise to the level of "adverse." Viewscape and soundscape analysis recently conducted by the scholar Ruth Van Dyke suggests strongly that nearby oil and gas development does have a significant adverse impact on Pierre's Site:

Despite the efforts of the Bureau of Land Management and the National Park Service to jointly minimize the ground footprint impacts of oil and gas drilling on the Pierre's community, there have been significant impacts to the viewscape and the soundscape. No less than 12 pumpjacks and at least 5 drilling containers are visible from the high places in the community. Pumpjacks . . . are prominently visible on the skyline from Houses A and B as well as the pinnacle sites. Noise from the nearest pumpjack . . . is audible from throughout the community.

⁸ Department of the Interior Tribal Consultation Policy, available at <https://www.doi.gov/sites/doi.gov/files/migrated/cobell/upload/FINAL-Departmental-tribal-consultation-policy.pdf>

Ruth Van Dyke, Impacts of Oil and Gas Drilling on Viewscapes and Soundscapes at the Chaco Outlier of Pierre's, San Juan County, New Mexico 15 (Feb. 16, 2017) (Attachment 16). Oil and gas development impacts cultural resources in the Greater Chaco Landscape because so many of those cultural resources were intentionally located to achieve maximum visibility. This makes minimizing visual impacts difficult, despite federal agency efforts to limit ground footprints. This challenge has been noted by other research as well. See, e.g., Ruth Van Dyke, Stephen Lekson and Carrie Heitman, Chaco Landscapes: Data, Theory and Management at 65-66 ("The Chaco soundscape is one of the most fragile aspects of this landscape to be threatened by energy development. Trucks, wells, and fracking could forever destroy our ability to study and understand the relevance of acoustic properties to Chacoan ritual and identity.") (Attachment 17).

For all of these reasons, BLM has failed to adequately evaluate the adverse visual and auditory effects of this lease sale.

3. BLM has failed to evaluate cumulative effects on Pierre's Site, the Great North Road and the Greater Chaco Landscape.

BLM has failed entirely to evaluate the cumulative effects of leasing parcel 30 in conjunction with past, present and reasonably foreseeable future activities. Under Section 106, BLM must identify "reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance or be cumulative." 36 C.F.R. § 800.5(a)(1).

Here, BLM fails to discuss and evaluate the leasing of parcel 30 in conjunction with existing oil and gas development in the immediate vicinity of and surrounding Pierre's Site. This development has already caused "significant impacts to the viewshed and the soundscape." Attachment 16 at 14. There are at least

12 pumpjacks and at least 5 drilling containers [that] are visible from the high places in the community. Pumpjacks labeled #1, #2, #7 and #9 are prominently visible on the skyline from Houses A and B as well as the pinnacle sites. Noise from the nearest pumpjack (#6), Dugan Production Corp Hoss Com #95, located approximately 600 m southwest of Pierre's butte, is audible from throughout the community. Although this pumpjack was positioned to be perpendicular in the line of sight from Houses A and B (Viewscapes 1 and 2), it is NOT perpendicular to the line of sight from El Faro (Viewscape 4) and the atalaya (Viewscape 5). Looking south towards Chaco Canyon, numerous pumpjacks (#3, 4, 5, 10, 11 & 12) dot the valley floor. Rather than a sacred landscape and part of a UNESCO World Heritage Site, the Pierre's community today has the feeling of an industrial park.

Id. Yet, BLM does not acknowledge or discuss these impacts in the Final EA or disclose how the leasing and development of parcel 30 would cumulatively affect Pierre's Site, as well as the Great North Road and Greater Chaco Landscape.

Further, BLM fails to evaluate the cumulative effects of future development in the vicinity of Pierre's Site. Much of the area surrounding the site, and indeed the site itself, is already leased for oil and gas development. And there is at least one pending drilling proposal – for "a vertical, 750 feet deep, natural gas well, as well as multiple access roads and pipelines" – within one mile of Pierre's Site. DOI-BLM-NM-F010-2017-0042-EA, Flats #1 Natural Gas Well and PGA Unit Access Road and Pipeline Development Project (Attachment 18). Yet, in the Final EA, BLM fails to disclose

the existence of this proposal, as well as the potential for development on other leased lands in the vicinity of Pierre's Site. As a consequence, and for this additional reason, the Draft EA lacks an adequate assessment of the adverse cumulative effects of this lease sale.

4. BLM is impermissibly basing its "no adverse effect" determination on unspecified and unenforceable mitigation measures.

Because the Final EA/FONSI lacks specific and enforceable mitigation measures, there is simply no basis for BLM's "no adverse effect" determinations. Under Section 106, BLM may justify a no adverse effects determination by "modifying" or "imposing conditions" on an undertaking. 36 C.F.R. § 800.5(b). However, those conditions must be "binding" and "reliable." Coliseum Square Ass'n v. Jackson, 465 F.3d 215, 239 (5th Cir. 2006). In addition, when the undertaking is a lease of federal land, as here, an adverse effect determination is warranted, *unless* the lease includes "*adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance.*" 36 C.F.R. 800.5(a)(2)(vii) (emphasis added).

There is nothing "binding" or "reliable" or "legally enforceable" about the conditions proffered in the Final EA, which consist of vague commitments to evaluating unspecified BMPs *after* leases have been issued and stipulations that, by their terms, only apply within the four-corners of lease parcels. Consequently, there is no rational basis or support for BLM's no adverse effects determination.

In the Final EA, BLM states that any adverse effects on historic properties, including Pierre's Site, can be satisfactorily addressed through "[s]pecial BMPs or mitigations. . . ." Final EA at 59; *see also id.* at 60 ("It would not obligate the authorization of developments that would produce immitigable adverse effects and unavoidable significant impacts to portions of the Chaco Culture UNESCO World Heritage property, Chaco Protection Sites, or known similar sites."). However, the only "BMPs or mitigations" even identified in the Final EA are "mufflers," "standard terms and conditions" and existing lease stipulations found in the Farmington RMP. Final EA at 13, 32. Each of these is insufficient to resolve potential adverse effects on Pierre's Site and other historic properties.

First, a vague commitment to evaluating and possibly adopting BMPs in the future is an insufficient basis for a no adverse effect determination. Beyond a passing reference to "mufflers" – and it is not at all clear how "mufflers" would address specific adverse effects on Pierre's Site and other historic properties, given that those include visual and cumulative effects – there are no additional BMPs identified, and certainly none that are "binding."

Second, BLM provides no discussion of how "standard terms and conditions" would eliminate adverse effects on Pierre's Site and other historic properties. Those conditions provide BLM with general discretion to modify the timing and location of lease operations in order to "minimize adverse impacts" on public lands and resources. BLM Form 3100-11 § 6. Whether BLM could exercise this authority to avoid, as opposed to "minimize," adverse impacts entirely is not discussed in the Final EA.

Third, the applicable stipulations from the Farmington RMP do not provide BLM with the authority to avoid adverse effects on off-lease historic properties, even those that are immediately adjacent to the leased parcel. For instance, Stipulation F-40-CSU offers some assurance that sites with special cultural values will be protected. But the Final EA offers no clear basis as to why BLM plans to apply this stipulation for 11 of the 25 parcels and not others. For instance, a lessee in parcel 030 would not be subject to the stipulation despite the fact that it is approximately three miles from Pierre's

Site ACEC and archaeological district. Further, stipulation F-40-CSU provides BLM discretion to waive, except, or modify its terms. It is unclear what standards BLM might use to find that impacts are acceptable.

Additionally, under stipulation WO-NHPA, which would be applied to all parcels, BLM retains the authority to “require modification to exploration or development proposals to protect such properties, or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized, or mitigated.” Final EA at 97. However, WO-NHPA cannot offer meaningful protections so long as BLM has inadequate methodology for determining the area of potential effects. As described above, Protesting Parties have serious concerns about the way in which BLM considers effects to historic and cultural properties, particularly those which are that are uniquely sensitive to auditory and visual intrusions. Furthermore, the WO_NHPA stipulation only applies to historic properties that are found on “this lease.” *Id.* Thus, BLM does not have the authority under any applicable lease stipulation to require lessees to avoid adverse effects on adjacent off-lease historic properties, such as Pierre’s Site.

In sum, none of the mitigation measures discussed in the Final EA are “binding” and “reliable.” Therefore, BLM’s no adverse effects determination is arbitrary, capricious and not in accordance with the NHPA.

II. BLM Has Not Complied with the National Environmental Policy Act.

A. The EA lacks a reasonable range of alternatives.

The Final EA lacks a reasonable range of alternatives. NEPA generally requires the lead agency for a given project to conduct an alternatives analysis for “any proposal which involves unresolved conflicts concerning alternative uses of available resources.” 42 U.S.C. § 4332(2)(E). The regulations further specify that the agency must “rigorously explore and objectively evaluate all reasonable alternatives” including those “reasonable alternatives not within the jurisdiction of the lead agency,” so as to “provid[e] a clear basis for choice among options.” 40 C.F.R. § 1502.14.

The range of alternatives is the heart of a NEPA document because, “[w]ithout substantive, comparative environmental impact information regarding other possible courses of action, the ability of [a NEPA analysis] to inform agency deliberation and facilitate public involvement would be greatly degraded.” New Mexico ex rel. Richardson v. BLM, 565 F.3d 683, 708 (10th Cir. 2009). That analysis must cover a reasonable range of alternatives, so that an agency can make an informed choice from the spectrum of reasonable options. By contrast, in evaluating lease sales, including this one, BLM frequently evaluates only two alternatives: a no action alternative, which would exclude all lease parcels from the sale; and a lease-everything alternative, which would offer for lease all nominated parcels. An EA offering nothing more than a choice between these two extremes does not present a reasonable range of alternatives. See TWS v. Wisely, 524 F. Supp. 2d 1285, 1312 (D. Colo. 2007) (BLM violated NEPA by failing to consider “middle-ground compromise between the absolutism of the outright leasing and no action alternatives”); Muckleshoot Indian Tribe v. US Forest Serv., 177 F.3d 800, 813 (9th Cir. 1999) (NEPA analysis failed to consider reasonable range of alternatives where it “considered only a no action alternative along with two virtually identical alternatives”).

For this lease sale, BLM has not considered any alternatives that fall between the two extremes. There is no alternative that evaluates additional protections for Pierre’s Site, for example, in spite of the potential for adverse effects from the leasing and development of parcel 30. Such alternatives

would include, for example, the deferral of parcels 20, 21, 29 and 30, the leasing of which could cause adverse effects on the Greater Chaco Landscape, to allow for additional consultation to take place with tribes and others. Because BLM has not evaluated any “middle-ground” alternatives, it has violated NEPA.

B. BLM has failed to take the necessary “hard look” at impacts on the Greater Chaco Landscape.

BLM has not taken the required “hard look” at impacts on Pierre’s Site, the Great North Road and the Greater Chaco Landscape. Under NEPA, BLM must evaluate the “reasonably foreseeable” site-specific impacts of oil and gas leasing, prior to making an “irretrievable commitment of resources.” New Mexico ex rel. Richardson, 565 F.3d at 718; *see also* Sierra Club v. Hodel, 848 F.2d 1068, 1093 (10th Cir. 1988) (agencies are to perform hard look NEPA analysis “before committing themselves irretrievably to a given course of action so that the action can be shaped to account for environmental values”); Sierra Club v. Peterson, 717 F.2d 1409, 1411 (D.C. Cir. 1983) (“[o]n land leased without a No Surface Occupancy Stipulation the Department cannot deny the permit to drill; it can only impose ‘reasonable’ conditions which are designed to mitigate the environmental impacts of the drilling operations.”). Courts have held that BLM makes such a commitment when it issues an oil and gas lease without reserving the right to later prohibit development. New Mexico ex rel. Richardson, 565 F.3d at 718. As part of the “hard look” requirement, agencies must “examine the relevant data and articulate a rational connection between the facts found and decision made.” *Id.* at 713 (internal quotations omitted). BLM has offered no such connection in the Final EA.

Here, BLM is in fact making an “irretrievable commitment of resources” by offering oil and gas leases, including parcel 30, without reserving the right to prevent future development. Further, as discussed more fully above, BLM has failed to evaluate the direct, indirect and cumulative impacts of leasing on Pierre’s Site, the Great North Road and the Greater Chaco Landscape. These impacts are “reasonably foreseeable,” given existing development and the likelihood of future development in the area, which BLM acknowledges in the EA. Final EA at 17 (“[I]t is reasonably foreseeable that [development] may occur around the leased parcels.”).

The Protesting Parties have provided BLM with specific information concerning existing impacts from oil and gas development on Pierre’s Site and the potential for future impacts. *See, e.g.*, Attachment 16 at 14 (identifying “[n]o less than 12 pumpjacks and at least 5 drilling containers [that] are visible from the high places” in Pierre’s Site and related auditory impacts). BLM has completely ignored and failed entirely to account for this information in the Final EA. Moreover, BLM failed to conduct any analysis of its own concerning potential visual and auditory impacts on Pierre’s and other significant cultural sites in the Greater Chaco Landscape. While BLM makes a passing reference to a “modeled viewshed” for these sites, it provides no further information, including maps and supporting data, about how that analysis was conducted. Final EA at 32. Thus, not only did BLM ignore “relevant data” provided by the public about the potential impacts of the proposed leases on the Greater Chaco Landscape, it failed to generate and disclose any of its own to support the FONSI. Because there is no “rational connection” between BLM’s ultimate conclusion and the available evidence, BLM violated NEPA’s “hard look” requirement.

C. BLM is risking prejudicing management alternatives under consideration in the Farmington RMP Amendment process.

Pursuant to applicable regulations, BLM should not approve actions that would limit the choice of alternatives under consideration in the ongoing amendment to the Farmington RMP. 40 C.F.R. §

1506.1 (prohibiting actions that may limit consideration of alternatives for ongoing NEPA processes). The RMP Amendment process is analyzing impacts from oil and gas development on a wide range of resources and uses, including cultural resources, and is evaluating how those resources could be protected. *See* Notice of Intent, 79 Fed. Reg. 10548 (Feb. 25, 2014). In addition, according to BLM's Assessment of the Management Situation (AMS), the vast majority of the land managed by the Farmington field office has already been leased for oil and gas development. BLM, Mancos-Gallup Resource Management Plan Amendment and Environmental Impact Statement AMS at 2-109 (Attachment 19). Finally, during the scoping periods for the RMP Amendment, BLM received more comments on the need to protect the Greater Chaco Landscape from oil and gas development than on any other issue. BLM, Farmington Mancos-Gallup RMP Amendment and Environmental Impact Statement Scoping Report Vol. 1 2-10 (May 2017)⁹ (Attachment 20). Consequently, the range of alternatives to protect cultural resources in the ongoing RMP Amendment is already very limited, and under NEPA, BLM may not now foreclose alternatives for that process by issuing the protested leases.

III. BLM Is Violating the Federal Land Policy and Management Act.

Under FLPMA, BLM is required to manage the public lands on the basis of multiple use and sustained yield. 43 U.S.C. § 1732. As the Supreme Court has noted, “[m]ultiple use management is a deceptively simple term that describes the enormously complicated task of striking a balance among the many competing uses to which land can be put, including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and [uses serving] natural scenic, scientific and historical values.” *Norton v. S. Utah Wilderness Alliance*, 542 U.S. 55, 58 (2004) (internal quotations omitted).

In recognition of the environmental components of the multiple use mandate, courts have repeatedly held that under FLPMA's multiple use mandate, development of public lands is not required, but must instead be weighed against other possible uses, including conservation to protect environmental values. *See, e.g., New Mexico ex rel. Richardson*, 565 F.3d at 710 (“BLM's obligation to manage for multiple use does not mean that development *must* be allowed Development is a *possible* use, which BLM must weigh against other possible uses — including conservation to protect environmental values, which are best assessed through the NEPA process.”) (emphasis in original); *Rocky Mtn. Oil & Gas Ass'n v. Watt*, 696 F.2d 734, 738 n.4 (10th Cir. 1982) (“BLM need not permit all resource uses on a given parcel of land.”). And, just as BLM can deny a project outright in order to protect the environmental uses of public lands, it can also condition a project's approval on the commitment to restrictions and conditions that lessen environmental impacts. *See, e.g., Pub. Lands Council v. Babbitt*, 167 F.3d 1287, 1300-01 (10th Cir. 1999) (“FLPMA unambiguously authorizes the Secretary to specify terms and conditions in livestock grazing permits in accordance with land use plans”); *Grynberg Petro*, 152 IBLA 300, 306-07 (2000) (appellants challenging conditions of approval bear the burden of establishing that they are “unreasonable or not supported by the data”).

The multiple use framework requires BLM to make a decision that balances current uses and needs between present and future generations. For example, multiple use includes:

the management of the public lands and their various resource values so that they are utilized in the combination that will best meet the present and future needs of

⁹ Available at https://eplanning.blm.gov/epl-front-office/projects/lup/68107/108404/132730/FMG_FinalScopingRpt_Vol1_508.pdf.

the American people; . . . a combination of balanced and diverse resource uses that takes into account the long-term needs of future generations for renewable and nonrenewable resources . . . ; and harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land and the quality of the environment. . . .

43 U.S.C. § 1702(c). Here, the Farmington Field Office has already leased the vast majority of its lands for oil and gas development, and there is already significant development throughout the area managed by the field office, as evidenced by the thousands of wells in-production and thousands of miles of access roads and pipelines. Even so, public (and tribal) lands surrounding Chaco Culture National Historical Park and Pierre’s Site still retain much of their integrity, from the standpoint that oil and gas infrastructure and associated impacts are not nearly as pervasive as they are in other parts of the field office. The multiple-use mandate requires BLM to balance mineral development with the protection of “nonrenewable resources” such as the Great North Road, Pierre’s Site and the Greater Chaco Landscape. BLM’s decision to prioritize development and offer the protested parcels for lease in this sensitive and internationally significant area violates FLPMA’s multiple use mandate.

IV. Conclusion

Please let us know if you have any questions regarding this protest.

Sincerely,

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Attachments

1. Resolution No. APCG 2017-12
2. Chaco Culture WHS Periodic Reporting Cycle 2, Section
3. ICOMOS Advisory Body Evaluation 1 (Apr. 16, 1987)
4. Draft EA Comments – Archaeology Southwest, New Mexico Wilderness Alliance and The Wilderness Alliance
5. Draft EA Comments – National Parks Conservation Association
6. BLM ePlanning Screenshot – DOI-BLM-NM-0000-2017-0006-EA
7. Letter from Michelle Ensey, New Mexico State Historic Preservation Office, to Rick Fields, BLM
8. Letter from Victoria Barr, District Manager, Farmington Field Office, BLM, to Paul Reed, Archaeology Southwest
9. Archaeology Southwest, Recent Efforts to Research, Preserve, and Protect the Greater Chaco Landscape
10. Richard A. Friedman, Anna Sofaer & Robert S. Weiner, Remote Sensing of Chaco Roads Revisited
11. Anna Sofaer, Mike Marshall & Rolf Sinclair, The Great North Road: a Cosmographic Expression of the Chaco Culture of New Mexico
12. John Kantner, Chaco Roads
13. Resolution No. APCG 2014-04
14. Resolution No. APCG 2015-17
15. Resolution No. APCG 2016-17
16. Ruth Van Dyke, Impacts of Oil and Gas Drilling on Viewscapes and Soundscapes at the Chaco Outlier of Pierre's, San Juan County, New Mexico
17. Ruth Van Dyke, Stephen Lekson and Carrie Heitman, Chaco Landscapes: Data, Theory and Management
18. DOI-BLM-NM-F010-2017-0042-EA, Flats #1 Natural Gas Well and PGA Unit Access Road and Pipeline Development Project
19. BLM, Mancos-Gallup Resource Management Plan Amendment and Environmental Impact Statement AMS
20. BLM, Farmington Mancos-Gallup RMP Amendment and Environmental Impact Statement Scoping Report Vol. 1
21. Consulting Party Request Letter – National Trust for Historic Preservation
22. Draft EA Comments – National Trust for Historic Preservation