

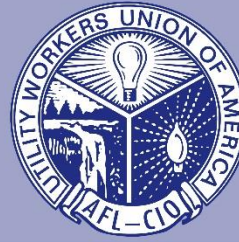
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February 12, 2024

Bridgette Duplantis, Chief of Leasing and Financial Responsibility
Office of Renewable Energy Programs
Bureau of Ocean Energy Management (BOEM)
45600 Woodland Road
Mail Stop VAM-OREP
Sterling, VA 20166

Submitted Electronically.

Re: Comments on Central Atlantic Wind Lease Sale PSN, Docket No. BOEM-2023-0062.

Dear Chief Duplantis,

On December 12, 2023, the Bureau of Ocean Energy Management (BOEM) released the Proposed Sale Notice for the Atlantic Wind Lease Sale 10¹, as well as proposed leases OCS-A 0557² and OCS A-0558,³ and requested comment from the public. We appreciate BOEM moving forward with the Atlantic Wind Lease Sales 10, recognizing the importance of clean energy development on the Outer Continental Shelf (OCS), and for allowing us to comment on the proposed agency action.

The Utility Workers Union of America (UWUA) is a national labor organization whose members work in the electric, gas, water, wastewater, and municipal services sectors of the economy. With respect to our nation's electric sector, UWUA members operate and maintain coal-fired power plants, natural gas-fired power plants, nuclear power plants, hydro-electric power plants, onshore wind turbines, and utility scale solar farms. UWUA members also operate and maintain parts of this nation's electric transmission and distribution grid. UWUA membership includes workers who have seen or will see their employment terminated due to fossil fuel and nuclear plant closures. The UWUA membership spans 22 states and includes members who live and work in Delaware and Maryland.

The UWUA appreciates this opportunity to submit comments on the Proposed Sale Notice for the Central Atlantic Wind Lease Sale. Our comments are primarily focused on four key aspects of the proposed leases:

1. Ensuring BOEM Meets its Obligation to Secure a Fair Return for Leased Resources
2. Strengthening the Workforce Training and Supply Chain Development Bidding Credits
3. Enhancing the Enforcement and Transparency of BOEM's Leases
4. Expanding the Wind Areas Available for Lease

¹ Bureau of Ocean Energy Management, Proposed Sale Notice for the Atlantic Wind Lease Sale 10 for Commercial Leasing for Wind Power Development on the U.S. States Central Atlantic Outer Continental Shelf. Available online: <https://www.federalregister.gov/documents/2023/12/12/2023-27200/atlantic-wind-lease-sale-10-for-commercial-leasing-for-wind-power-development-on-the-us-states>

² Lease OCS-A 0557. Available online: <https://www.boem.gov/sites/default/files/documents/renewable-energy/state-activities/Lease%20OCS-A%200557.pdf>

³ Lease OCS-A 0558. Available online: <https://www.boem.gov/sites/default/files/documents/renewable-energy/state-activities/Lease%20OCS-A%200558.pdf>

1. **To Ensure A “Fair Return” on its Central Atlantic Lease, BOEM Should Require Project Labor Agreements and Labor Peace Agreements as a Condition in its Lease Terms**

BOEM’s leases would be strengthened by including a requirement that the lessee(s) enter into a Project Labor Agreement (PLA) for construction and a Labor Peace Agreement (LPA) that covers the operation and maintenance of the offshore wind energy facility. We urge BOEM to do so because it is well within BOEM’s legal authority, and it would ensure a fair return on the leased public resources, as well as safe operations on the Outer Continental Shelf.

a. **BOEM Has the Authority to Ensure a Fair Return and Safe Operations**

The OCS is an exclusively federal area administered by the Secretary of Interior through BOEM. The enabling statute, the Outer Continental Shelf Lands Act (OCSLA), requires the Secretary to administer its provisions, especially with regard to issuing leases, easements, and rights of way, for the private development of renewable and nonrenewable resources offshore.

When BOEM lets federal lands to private developers, it must do so “for the public,”⁴ as part of its duty to obtain a “fair return” for the resources leased.⁵ Additionally, Congress requires BOEM to include provisions in its leasing regulations “for the prompt and efficient exploration and development of a lease area,”⁶ and to add lease requirements as “necessary to protect the interests of the public and the United States.”⁷ This is because OCSLA “vests the federal government with a proprietary interest in the Outer Continental Shelf and establishes a regulatory scheme governing leasing and operations there.”⁸ Thus, to ensure a fair return on its investment, the executive branch must dictate the terms by which companies may operate on the public lands entrusted to its care.

Courts have repeatedly reinforced this, explaining that, “The Secretary of the Interior has broad discretion in leasing public lands and resources to insure that the government exacts a fair return from the person exploiting its resources.”⁹ Various cases have established the general precedent that when a government body issues a lease it has a proprietary interest in the success of that lease, and can therefore include requirements for adhering to labor standards, such as labor-peace agreements.¹⁰ As this body of cases demonstrates, state and

⁴ 43 U.S.C. §1332(3).

⁵ 43 U.S.C. § 1337(p)(2)(A). The legislative history reveals Congress’ clearly expressed goals: “The OCS lands and the resources of those lands are public property, which the Federal Government holds in [sic] behalf of the people of the United States. Therefore, the Government has a duty to properly and carefully manage this vital natural resource reserve, so as to obtain fair market value for the resources, protect competition, preserve the environment, and generally reflect the public interest.” H.R. REP. NO. 95-590, 122, (1977), reprinted in 1978 U.S.C.C.A.N. 1450, 1528.

⁶ 43 U.S.C. § 1334(a)(7).

⁷ 43 U.S.C. § 1337(p)(6)(B).

⁸ *Laredo Offshore Constructors, Inc. v. Hunt Oil Co.*, 754 F.2d 1223, 1227 (5th Cir. 1985); *Total E & P USA Inc. v. Kerr-McGee Oil and Gas Corp.*, 719 F.3d 424 (5th Cir. 2013).

⁹ *Kerr-McGee Corp. v. Watt*, 517 F. Supp. 1209, 1211 (D.D.C. 1981); see also *Hannifin v. Morton*, 444 F.2d 200, 202 (10th Cir. 1971) (Noting that “one important aspect of the discharge of the Secretary’s function is to see to it that the public interest is served by exacting a fair return on behalf of the government from the persons engaged in exploiting its resources”).

¹⁰ See *Building and Const. Trades Council of Metropolitan Dist. v. Associated Builders and Contractors Massachusetts/Rhode Island, Inc. (Boston Harbor)*, 507 U.S. 218 (1993) (The Court will not infer a restriction where “absent any express or implied indication by Congress that a State may not manage its own property when pursuing a purely proprietary interest” and where “analogous private conduct would be permitted.” Proprietary interests include deciding contract awards and bid conditions for development of government-owned land.); *Hotel Employees And Restaurant Employees Union, Local 57 v. Sage Hospitality Resources, LLC*, 390 F. 3d 206 (7th Cir. 2004) citing *Hotel Employees & Restaurant Employees Union, Local 2 v. Marriott Corp.*, No. 1993 WL 341286 (N.D.Cal Aug.23, 1993) (Where the City of San Francisco owned land that it wished to lease to a hotel, the requirement “of certain labor agreements” as a condition of a lease “reflected a proprietary, not regulatory, interest on the part of the city” because the city was acting as “any private landowner would have in protecting a multimillion dollar real estate investment.”); *Crescent Towing & Salvage Co., v. Ormet Corp.*, 720 So.2d 628 (La. 1998) (Where the Greater Baton Rouge Port Commission, as owner and lessor of a bulk cargo marine terminal, required carriers to buy the lessee’s tug services instead of the services of competitors, “the Commission’s actions, merely as the lessor of a marine terminal, were those of a market participant,

local governments may lawfully mandate labor peace agreements under their proprietary interest and have done so routinely. BOEM can do the same here.

In practice, BOEM collects a rental payment from the lease holders during the permitting and construction phases and an operating fee (tied to productivity) once the projects are generating revenue.¹¹ These fees are part of the “fair return” that BOEM must exact in exchange for granting the leases. To maximize that return, BOEM is empowered to impose lease terms that will assure that the projects are well-constructed and built in a timely fashion, as well as terms that will assure efficient operations for the full duration of what is often a 30-year lease. Delays in construction and interruptions in production once the project is operational will reduce the operating fees that BOEM receives. In short, because of its proprietary interest in the development, BOEM can and must take affirmative steps to ensure prompt construction and uninterrupted production.

b. BOEM Can Ensure A Fair Return And Safe Operations by Requiring Labor-Peace Agreements

While BOEM has required developers to “make every reasonable effort” to enter into project labor agreements for the construction of offshore wind facilities, it has not similarly protected its proprietary interests in the operation and maintenance of those facilities by requiring labor peace agreements – despite the fact that they have the longest-term jobs on the projects, will have the greatest impact on the economic conditions of the surrounding communities for generations to come, and will have a direct impact on the operating fees that BOEM will gain from the lease.

LPAs will protect the government’s proprietary interest in uninterrupted wind farm operations by prohibiting strikes, work stoppages, or lockouts, and requiring neutrality during union organizing drives. And because LPAs will contain mechanisms for resolving disputes through binding arbitration, they will further minimize any disruptions due to labor strife, thus maximizing the government’s return in collecting its operating fee payments.

When issuing its first lease with terms encouraging PLAs, BOEM explained that these agreements make sound business sense because OCS operations can be hazardous and complex, and union agreements typically provide for standardized and continuing training, creating a pool of well-trained personnel with consistent expectations across the industry.¹² Further, BOEM concluded that “The greater certainty provided by a PLA’s no-strike components and established dispute resolution procedures may facilitate the timely completion of large offshore construction projects,” and help ensure they meet statutory requirements for “expeditious and orderly development.”¹³

These same principles militate strongly in favor of requiring LPAs on offshore wind projects: if used, “they should help lessees, BOEM, and the U.S. achieve OCSLA’s goals of safe offshore wind development using well-trained personnel,”¹⁴ and provide greater certainty against strikes or lockouts for the duration of the operations. On average, union worksites have 31% fewer health and safety violations,¹⁵ while states with right-

in competition with other terminals, rather than a market regulator.”).

¹¹ See, e.g. *U.S. Dept. of Interior, Bureau of Ocean Energy Mgmt., Commercial Lease for Submerged Lands for Renewable Energy Development on the Outer Continental Shelf, Lease No OCS-A 0508, Addendum B (3)(b)(4), “The formula for calculating the operating fee payment in year t,”* (November 1, 2017), available at <https://www.boem.gov/sites/default/files/documents/about-boem/Lease-OCS-A-0508.pdf>. Note that this lease is merely an example; the formula and operating fee rate of .02 in this lease is consistent with all renewable energy leases available for public inspection.

¹² See, e.g., Amanda Lefton, U.S. Dept. of Interior, Bureau of Ocean Energy Mgmt., *NY Bight Final Lease Sale Decision Memorandum* (Dec. 2021), Appx. pp. 2-3. Available online: <https://www.boem.gov/sites/default/files/documents/renewable-energy/state-activities/ATLW-8-NY-Bight-Final-Lease-Sale-Decision-Memorandum.pdf>.

¹³ *Id.* (See 43 U.S.C. § 1332(3) for obligations under OCSLA).

¹⁴ *Id.*

¹⁵ Frank Manzo, Michael Jekot & Robert Bruno, *The Impact of Unions on Construction Worksite Health and Safety: Evidence from OSHA Inspections*, II. Econ. Pol. Inst., Nov. 30, 2021, p. I. Available online: <https://illinoisepi.files.wordpress.com/2021/11/ilepi-pmcr-unions-and-construction-health-and-safety-final.pdf>

to-work laws (and subsequently lower union density) have a 14.2% higher rate of workplace deaths than states without such laws.¹⁶ The union difference is pronounced because of the unique protections and training that union construction workers have on the job.

2. BOEM's Proposed Workforce Training and Supply Chain Development Bidding Credits

The UWUA is encouraged to see BOEM awarding bidding credits for investments in workforce training and for the development of a domestic supply chain, and we strongly support the inclusion of these bidding credits. However, we are concerned that the current Proposed Sale Notice for the Central Atlantic reduces the potential bidding credits by setting them at only up to 17%. We believe BOEM should change course and urge BOEM to instead increase the capped bidding credit amount to 30%, as well as to strengthen requirements for the workforce training bidding credit.

a. BOEM Should Adopt a Higher Bidding Credit for Workforce Training and Supply Chain Development of up to 30%

In its most recent auctions, BOEM has incorporated a bidding credit of 20% for workforce training/supply chain development. In this immediate notice, however, BOEM set the workforce training/supply chain development bidding credit at only up to 17%. We urge BOEM to instead consider a higher bidding credit percentage of 30%, in order to ensure that the important policy goals of the bidding credit are not missed. A higher cap would allow bidders to propose vigorous plans, detailing how their contributions will facilitate the expeditious development of the offshore wind industry and a specialized domestic workforce here in the United States, as the bidding credits intend.

BOEM's leases, and the bidding credits that they include, can have a great effect on the offshore wind power industry, and it is important that the scale of these bidding credits reflect the important needs that the contributions are intended to address. This is a critical moment for the offshore wind industry. And because of the importance of this moment, it is vital that BOEM utilizes its position in this lease to ensure that these developments serve the public's interest. As such, now is not the time to cut back on these key goals, and so we urge BOEM to raise the bidding credit cap to 30%, or at the very least to restore the 20% that it has offered in its other recent auctions.

b. The Workforce Training Bidding Credit Should Be Strengthened

BOEM has recognized that, pursuant to 43 U.S.C. § 1332(6), operations on the OCS should be "conducted in a safe manner by well-trained and qualified personnel using technology, precautions, and techniques sufficient to prevent occurrences that may cause damage to the environment or to property or endanger life or health."¹⁷ In addition, BOEM has recognized that "the development of a specialized workforce will help to support the stated goals of OCSLA §1332(3) by facilitating expeditious and orderly development of the offshore wind industry."¹⁸ To best ensure safe operations, and to best support the development of this specialized workforce, BOEM should limit the awarding of the workforce training bidding credit to lessees who commit to utilizing DOL-registered apprenticeship programs, apprenticeship readiness¹⁹ programs, and other joint labor-management training and certification programs.

We are pleased to see that BOEM recognizes the benefits of workforce training as evidenced in the awarding of bidding credits, and we urge BOEM to go a step further by raising the minimum standards that must be met to receive bidding credits for workforce training by being more explicit in its workforce training requirements.

¹⁶ Michael Zoorob, *Does 'Right to Work' Imperil the Right to Health? The Effect of Labour Unions on Workplace Fatalities*, *Occupational and Environmental Medicine* 75, no. 10 (October 1, 2018): 736–38, <https://doi.org/10.1136/oemed-2017-104747>.

¹⁷ See, e.g., Amanda Lefton, U.S. Dept. of Interior, Bureau of Ocean Energy Mgmt., [NY Bight Final Lease Sale Decision Memorandum](https://www.boem.gov/sites/default/files/documents/renewable-energy/state-activities/ATLW-8-NY-Bight-Final-Lease-Sale-Decision-Memorandum.pdf) (Dec. 2021), Appx. pp. 2-3, Available online: <https://www.boem.gov/sites/default/files/documents/renewable-energy/state-activities/ATLW-8-NY-Bight-Final-Lease-Sale-Decision-Memorandum.pdf>.

¹⁸ *Id.*

¹⁹ Also known as "pre-apprenticeship programs."

Specifically, the UWUA believes that the workforce training bidding credit should be strengthened to encourage the use of union programs for workforce training.

Registered apprenticeship programs and apprenticeship readiness programs provide quality training, grounded in best safety practices and effective programming. Registered apprenticeship programs that are developed and led by a cooperative between employers and labor unions are often called “union apprenticeship programs.” Union apprenticeship programs and apprenticeship readiness programs represent the very highest standards in the industry, with programs that meet or exceed the standards of DOL-registered apprenticeship programs in general. Union apprenticeship programs teach the very best of industry practices by, for example, ensuring that workers complete an OSHA 10-hour safety training and provide ongoing safety training throughout the year. In its evaluation of bidding credits, we also urge BOEM to incentivize employers to provide the more extensive OSHA 30-hour training to supervisors. Ultimately, ensuring that lessees utilize union apprenticeship programs is an effective tool for BOEM to meet its obligation to ensure safe operations, as has been demonstrated in worksites.²⁰

Also, and importantly, requiring the use of union apprenticeship programs, apprenticeship readiness programs, and other joint labor-management training and certification programs would help BOEM in meeting equity obligations under Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities through the Federal Government,” and Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad.” Union apprenticeship programs are more successful in recruiting, training, and graduating apprentices of color. A study of apprenticeship programs in Oregon found that union apprenticeship programs were more diverse compared to non-union programs. Women and people of color enrolled in union programs had higher graduation rates compared to those enrolled in non-union programs.²¹

These programs are reaching a workforce that has been historically marginalized, including workers who live and work in environmental justice communities. Thus, requiring lessees to utilize union training programs, or at least evaluating that more highly than non-union programs, is an important equity consideration that BOEM should take into account when determining bidding credits, in addition to benefits that union training programs also provide in safety and the development of a well-trained workforce.

3. Enhancing the Enforcement and Transparency of BOEM’s Leases

The Proposed Sale Notice states that enforcement of the terms of the lease, including the requirements of a received bidding credit, would be done through a lease addendum binding the lessee to pay back “the amount corresponding to the bidding credit awarded” with interest, if the lessee does not fulfill its obligations under the terms of their lease. However, we urge BOEM to make clear to bidders and lessees, through lease terms and otherwise, that BOEM may issue civil penalties for non-compliance with lease terms and that such authority will be applied with respect to bidding credits. BOEM may impose civil penalties on lessees of up to \$52,646 per day for noncompliance, as set forth in 30 CFR 585.106(e), and we urge BOEM to make clear to bidders and lessees that it will utilize such authority.

We urge BOEM to strengthen its enforcement of lease terms by including more substantial penalties above simply paying back benefits received, including for failures to fulfill lease terms on bidding credits. Lessee’s obligations under the terms of the lease may include a commitment to invest in workforce development or in a domestic supply chain, and the public has a strong interest in ensuring that such commitments are actually realized once agreed to by lessees. The current requirement to pay back benefits received, without more substantial deterrent such as with civil penalties, is unlikely to provide enough incentive to lessees who could simply decide down the line to abandon commitments made earlier at the leasing stage.

²⁰ Sara Wuellner and David Bonauto, Journal of Safety Research (2022), [“Are plumbing apprentice graduates safer than their non-apprentice peers? Workers’ compensation claims among journey level plumbers by apprenticeship participation,”](#) p. 329- 356.

²¹ Larissa Petrucci, University of Oregon, [Labor Education and Research Center, Constructing a Diverse Workforce: Examining Union and Non-Union Construction Apprenticeship Programs and their Outcomes for Women and Workers of Color,](#) p. 13, 18, & 27.

Additionally, we urge BOEM to ensure transparency and accountability with public dollars, by including a specification in the lease that any information or documentation submitted by the winning bidder with respect to the bidding credits cannot be marked as confidential. By including this specification upfront in the lease, developers who submit a bid are agreeing to the public release of this information should they win and enter into a contract with BOEM.

4. Expanding the Lease Areas

OCSLA tasks BOEM with protection of the environment and national security interests when it leases resources.²² The UWUA urges BOEM to lease a larger total lease area for offshore wind energy development in the Central Atlantic, including specifically urging BOEM to include Wind Area B-1 to be put up for lease, as doing so is highly important to both the protection of the environment and national security interests.

Protection of the Environment

With the growing climate crisis and the environmental impacts of climate change, the development of offshore wind in the Central Atlantic is crucial to addressing climate change by transitioning us to renewable energy. Additional wind leases and larger wind lease areas in the Central Atlantic are necessary to meet the goals of the Biden administration and the states served by the Central Atlantic wind lease areas. For example, the state of Maryland has set a goal to procure 8.1 GW by 3031, as well as to transition half of its electricity to renewable energy by 2030. Similarly, the Biden administration has set a target to reach 30 GW of clean energy by 2030.

These important and ambitious clean energy goals are vital to protecting the environment from the environmental devastation that we know climate change can bring. But these goals, and the goals of other states that would be served by offshore wind energy in the Central Atlantic, are unreachable without additional development of the offshore wind industry. As such, we respectfully urge BOEM to put the additional wind areas B-1 up for lease, and to maximize the size of the wind areas that are put up to lease to the scale necessary to protect the environment.

National Security Interests

BOEM's facilitation of an offshore wind industry can help protect national security interests not only by moving our country towards energy independence, but also by mitigating the national security threats posed by climate change itself.

The development of a domestic offshore wind industry can go a long way towards achieving our nation's energy independence, and this is key to protecting our national security interests. While we certainly appreciate that there are competing national security interests raised with respect to the OCS, we urge BOEM to take a broad view of national security. For example, it is clear that the development of a domestic supply chain, and a domestic specialized workforce would help to assure the success of an American offshore wind power industry and move our nation towards energy independence rather than relying on potentially hostile foreign sources of energy.

In his executive order on supply chains, President Biden stated that "[t]he United States needs resilient, diverse, and secure supply chains to ensure our economic prosperity and national security."²³ The Administration specifically cited supply chain risks that "reduce critical manufacturing capacity and the availability and integrity of critical goods, products, and services."²⁴ As part of this effort to protect economic prosperity and national security, the administration directed the Secretary of Energy to "submit a report on supply chains for the energy sector industrial base."²⁵ Further, in his executive order on climate change, President Biden directed agencies to "seek to increase the Federal Government's resilience against supply

²² 43 USC 1337(p)

²³ White House, Executive Order on America's Supply Chains, Feb. 24, 2021. Available online:

<https://www.whitehouse.gov/briefing-room/presidential-actions/2021/02/24/executive-order-on-americas-supply-chains/>

²⁴ *Ibid.*

²⁵ *Ibid.*

chain disruptions... [because] such disruptions put the Nation's manufacturing sector at risk, as well as consumer access to critical goods and services.”

A summary report jointly-commissioned by DOE and the North American Electric Reliability Corporation (NERC), assessing risks to the U.S. electricity generation and distribution infrastructure observed that the “bulk power system is dependent on long supply chains, often with non-domestic sources and links” and determined that the “increased reliance on foreign manufacturers, with critical components and essential spare parts manufactured abroad (e.g. HV transformers)” means the “supply chain itself represents an important potential vulnerability.”²⁶ The report recommends that “efforts should be considered to bring more of the supply chain and manufacturing base for these critical assets back to North America.”²⁷

According to analysis from Brookings, having onshore suppliers is a “key tenant” of supply chain resilience.²⁸ This will be particularly important in sectors, like offshore wind, which are reliant on foreign suppliers. Currently there are few commitments in place to establish manufacturing facilities for offshore wind components in the United States, meaning that significant portions of the investment to build offshore wind projects could flow out of the economy to purchase technology manufactured abroad, rather than supporting the growth of manufacturing and jobs domestically.

Furthermore, as the U.S. Defense Department²⁹ and the Office of the Director of National Intelligence³⁰ have recognized, climate change is a serious threat to national security. As Secretary of Defense Lloyd J. Austin III stated, “[t]here is little about what the Department does to defend the American people that is not affected by climate change. It is a national security issue, and we must treat it as such.” Climate change has also been called a “threat multiplier” by Department officials, because of how it can interact with other existing conflicts.³¹ The Pentagon has begun to factor climate change into its war games, and started plans to decarbonize the military.³²

What this suggests is that BOEM should consider the national security risks posed by climate change when taking action, as well as the benefits to national security from facilitating the development of a domestic supply chain and a domestic specialized workforce. For all of the foregoing reasons, we urge BOEM to expand its wind lease areas, and to offer additional wind lease areas – including Area B-1 – to fulfill its obligations to protect the environment and national security interests.

We appreciate your consideration of our comments.

Sincerely,
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²⁶ North American Electric Reliability Corporation, “High-Impact, Low-Frequency Event Risk Impact to the North American Bulk Power System,” June 2010. Available online: <https://www.energy.gov/ceser/downloads/high-impact-low-frequency-risk-north-american-bulk-power-system-june-2010>.

²⁷ *Ibid.*

²⁸ Brookings Institute, How to build more secure, resilient, next-gen U.S. supply chains, Dec. 3, 2020. Available Online: <https://www.brookings.edu/techstream/how-to-build-more-secure-resilient-next-gen-u-s-supply-chains/>

²⁹ “Statement by Secretary of Defense Lloyd J. Austin III on Tackling the Climate Crisis at Home and Abroad”, January 27, 2021. Available online: <https://www.defense.gov/News/Releases/Release/Article/2484504/statement-by-secretary-of-defense-lloyd-j-austin-iii-on-tackling-the-climate-cr/>

³⁰ “Annual Threat Assessment of the US Intelligence Community”, Office of the Director of National Intelligence, April 9, 2021, pgs. 18-19. Available online: <https://www.dni.gov/files/ODNI/documents/assessments/ATA-2021-Unclassified-Report.pdf>

³¹ “Climate Change as a “Threat Multiplier”: History, Uses and Future of the Concept”, Sherri Goodman and Pauline Baudu, January 3, 2023. Available online: <https://councilonstrategicrisks.org/wp-content/uploads/2023/01/38-CCThreatMultiplier.pdf>

³² “Pentagon Looks to Brits to Face Climate “Danger Zone,”” Jack Detch, June 1, 2021. Available online: <https://foreignpolicy.com/2021/06/01/pentagon-biden-climate-change-uk/>