Via electronic delivery

October 30, 2026

The Honorable Christopher Moquino
Governor, Pueblo de San Ildefonso
02 Tunyo Po
Santa Fe, New Mexico 87506
governor@sanipueblo.org

RE: Chromium plume contamination response

Dear Governor Moquino,

Thank you for your letter of October 26, 2026, regarding our ongoing joint efforts to address the hexavalent chromium plume originating from Los Alamos National Laboratory (LANL) and its impact on Pueblo de San Ildefonso lands.

First, I want to reaffirm the State of New Mexico's and the New Mexico Environment Department's (NMED) commitment to our government-to-government relationship and to protecting the Pueblo's cultural, water, and natural resources. We recognize the urgency of addressing the plume and share your goal of advancing technical solutions without unnecessary delay.

As you noted, representatives of NMED, the Pueblo, and the U.S. Department of Energy (DOE) met in Washington, D.C. on August 26, 2026, to discuss resolving the administrative compliance orders. Those discussions were productive and established a framework to resolve the enforcement actions through enforceable, technical solutions.

On September 3, 2026 — eight days after our meeting — NMED transmitted draft settlement documents memorializing our verbal agreements to both DOE and the Pueblo. In the eight weeks since, NMED has received no feedback or proposed revisions from DOE. In fact, counsel for DOE Environmental Management at LANL recently indicated that DOE will not provide comments on the draft settlement agreements.

NMED wants nothing less than a coordinated, collaborative resolution alongside the Pueblo, DOE, Los Alamos County, and the Office of the State Engineer (OSE). We also appreciate your perspective on keeping all parties engaged at the technical table. However, technical consensus cannot substitute for an enforceable legal instrument. Without an executed agreement, deadlines are aspirational, deliverables cannot be compelled, and disputes lack a binding resolution process. If DOE declines to formalize our agreement, NMED must protect the public and the Pueblo through active enforcement litigation.

To illustrate why informal scoping cannot replace a binding agreement, consider the tangible milestones DOE would have already been required to complete over the past eight weeks had they executed the settlement documents:

1. **Enforceable Scoping Plan:** Within seven days of an initial scoping session in mid-September, DOE was required to submit a formal Scoping Plan defining target drilling locations, hydrogeologic criteria, depth intervals, and design specifications for at least two new injection wells outside the plume. Instead of working from an approved blueprint, the parties spent the October 21 meeting still informally debating general locations for a single well.

2. **Final Drilling Work Plan.** By September 30, 2026, DOE was required to submit a final Drilling Work Plan to NMED and the Pueblo for a high-capacity injection well outside the plume. Under the settlement framework, NMED's mandatory 15-day review would have concluded in mid-October, keeping procurement and drilling on schedule for the March 2028 operational deadline. A month past that milestone, DOE has yet to submit a work plan.

3. **Emergency State Engineer Filings.** By September 30, 2026, DOE was required to submit Form WR-06 and formally request emergency authorizations from OSE to extract and land-apply treated water and to conduct short-term operational injection into CrIN-1/CrIN-2. Rather than initiating this administrative process, DOE has relied on informal scoping conversations, leaving necessary state authorizations uninitiated.

4. **Data Sharing and Flow Modeling.** By September 30, 2026, DOE was obligated to provide NMED and the Pueblo with its 2D groundwater flow model and all simulation data from Appendix A of the Independent Technical Review (ITR) report. Those foundational modeling datasets have still not been delivered.

5. **Land Application and Dedicated Metering.** By October 30, 2026, DOE was required to: (1) Modify its work plan to implement continuous extraction and land application of 150,000 to 170,000 gallons per day under DP-1793 to remediate contamination while new injection wells are constructed. (2) Install dedicated, auditable flow meters on injection wells CrIN-1 and CrIN-2. (3) Submit its first monthly monitoring report detailing daily discharge volumes, pumping rates, and concentration trends by October 31. Instead, none of these physical and operational milestones have been locked down or executed.

Informal scoping discussions are simply moving slower than the legally binding path we negotiated in August. Continued technical dialogue alone will not achieve our shared objectives unless DOE is held to firm, enforceable commitments by NMED and the Pueblo.

Regarding your requested clarifications on the draft Memorandum of Agreement (MOA) transmitted on October 9, 2026, Acting Director Russell Lashley emailed you on October 27, 2026, noting that NMED adjusted the expense reporting schedule from monthly to quarterly to reduce administrative burden on the Pueblo. In addition, following legal review under the statutory terms of the Hazardous Waste Emergency Fund, NMED confirmed that program funds under the MOA cannot be used for legal fees.

I appreciate the opportunity to continue this important work together with you, Lieutenant Governor Martinez, and the Pueblo Council. If you wish to execute the MOA document, please sign and date the document and return it to Russell Lashley, Acting Director, Resource Protection Division, at Russell.Lashley@env.nm.gov.

Thank you for your continued partnership as we work together to hold DOE accountable and safeguard our water resources.

Sincerely,

James C. Kenney
Cabinet Secretary

Cc: Lt. Governor Raymond Martinez, Pueblo de San Ildefonso
Pueblo de San Ildefonso Council
Dan Schlegel, Chief of Staff, Office of Governor Michelle Lujan Grisham
Secretary Josett D. Monette, Esq., New Mexico Indian Affairs Department
State Engineer Elizabeth K. Anderson, P.E.
Russell Lashley, Acting Division Director, NMED Resource Protection Division
Carman Melendez, NMED Tribal Liaison
Zachary Ogaz, NMED General Counsel, OGC
Lisa Chai, NMED OGC