

Congress of the United States

Washington, DC 20515

April 6, 2026

The Honorable Doug Burgum
Secretary
U.S. Department of the Interior
1849 C Street NW
Washington, DC 20240

The Honorable Todd Blanche
Acting Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue NW
Washington, DC 20530

Secretary Burgum and Acting Attorney General Todd Blanche:

In the midst of rapidly increasing electricity prices and the most severe oil shock in decades, the Trump Administration has decided to shell out more than \$1 billion in taxpayer funds to get a foreign energy company, TotalEnergies, to stop building two offshore windfarms off the coast of New York and North Carolina that would have produced enough electricity to power more than 1.2 million homes. We demand answers about the legal basis for this closed-door deal to pay energy companies not to provide affordable, clean, renewable energy to American families.

On March 23, 2026, the Department of Interior (DOI) announced that it had entered into an agreement with TotalEnergies to terminate a series of offshore wind leases the company acquired at auction in 2022, blocking foreign investments into our domestic energy supply chain, depriving American families of clean and cheap electricity, and canceling union jobs for American workers.¹ As part of this arrangement, the Trump Administration has agreed to pay nearly \$1 billion to TotalEnergies—the amount the company has already paid to develop these windfarms. As part of the deal, TotalEnergies pledged not to develop any new offshore wind projects and instead to limit its U.S. investments to oil and gas projects.

The agreement with TotalEnergies is outrageous. It directly undercuts American energy security by ending offshore wind leases that would have provided reliable, affordable energy for American families. By conditioning the agreement on TotalEnergies' U.S. investments to oil and gas, including an LNG export plant in Texas, the deal shifts energy development away from electricity for domestic use towards fossil fuel extraction for international export. Northeastern and mid-Atlantic states that would have benefited directly from affordable electricity generated by offshore wind are unlikely to benefit from the Gulf oil and gas and export facilities that this administration is subsidizing through this settlement.² Instead, this deal will tie domestic energy prices more closely to volatile global fossil fuel markets at a moment when prices are already reaching historic highs due to President Trump's unjustified and illegal war on Iran.³

¹ Dept. of Interior, [Interior and TotalEnergies Agree to End Offshore Wind Projects, Lowering Costs for American Families](#), (Mar. 23, 2026).

² Synapse Energy Economics, Inc., [Impacts of Offshore Wind in New England](#). (2024)

³ Reuters, [Prices for oil, fuel cargoes smash record highs as Iran war chokes Middle East supply](#), (Mar. 19, 2026).

The agreement with TotalEnergies is almost certainly unlawful. DOI and TotalEnergies refer to a “settlement,” indicating the administration may fund this payout through the Judgment Fund. That fund is a permanent, indefinite appropriation of taxpayer funds that allows the Treasury to settle claims against federal agencies or officials at the direction of the Attorney General.⁴ TotalEnergies CEO Patrick Pouyanné told CNBC in an interview that TotalEnergies approached the federal government and requested a reimbursement for its leases after President Trump paused permitting for offshore wind projects.⁵ But federal courts have blocked all five of the Administration’s attempts to pause offshore wind leases, with the most recent decision noting that “every court” has found that irreparable harm from the delays.^{6,7,8} Rather than following the law and court orders and to permit these wind projects to move forward, the Administration is now striking a backroom deal to pay off the company with taxpayer money to cancel these projects.

DOI has not explained the statutory authority under which it will reimburse TotalEnergies, the source of the funding, the authorities it is using to drive investment in other energy infrastructure, or how this arrangement complies with federal appropriations law. On its face, this agreement is an unprecedented use of taxpayer funds to pay a private company for voluntarily relinquishing legally obtained leases. Even more alarming, this deal may be just the beginning of a systematic effort to use public funds to dismantle the offshore wind program, in contravention of Congressional mandate. Reports indicate that the Trump administration is now approaching other companies with offshore leases to offer similar buyouts in exchange for fossil fuel investments.⁹ The opacity of this “settlement” also appears to violate DOI’s own transparency requirements, promulgated by Secretary Burgum himself.¹⁰ On June 23, 2025, Secretary Burgum issued Secretarial Order 3433, “Restoring and Modernizing Transparency and Accountability in Consent Decrees, Settlement Agreements, and Litigation Payments.” Criticizing “sue-and-settle” tactics, “where legal settlements result in significant policy outcomes without public input,” the order requires DOI to make all settlements involving the Department “subject to public disclosure, intergovernmental notification, and internal policy review before execution.”¹¹ But this is exactly the problem we have with this settlement.

⁴ [28 U.S.C. §2414](#).

⁵ CNBC, [Interview with TotalEnergies CEO Patrick Pouyanné](#), (Mar. 24, 2026).

⁶ Reuters, [US court blocks Trump halt on last of five suspended offshore wind projects](#) (Feb. 2, 2026).

⁷ Ars Technica, [Court orders restart of all US offshore wind construction](#), (Feb. 2, 2026).

⁸ Harvard Law Environmental & Energy Law Program, [Federal court vacates wind energy authorization pause](#) (Dec. 16, 2025).

⁹ Financial Times, [US seeks to scrap offshore wind projects in exchange for fossil fuel deals](#), (Mar. 27, 2026)

¹⁰ Secretarial Order 3433, [Restoring and modernizing transparency and accountability in consent decrees, settlement agreements, and litigation payments](#) (June 23, 2025).

¹¹ *Id.*

Ironically, the Administration touts the settlement as ending “ideological subsidies.” In fact, this settlement uses taxpayer money to reimburse private investments in the President’s preferred energy source. According to the publicly disclosed terms of the deal, public funds will be used to subsidize fossil fuel infrastructure development, which may constitute a violation of the Anti-Deficiency Act.

The federal offshore wind program was established through a transparent, competitive leasing process that has attracted billions of dollars in private investment and supported thousands of jobs across the country, including domestic manufacturing.¹² The American people deserve to know why their government is reversing course and paying a foreign energy company nearly \$1 billion to abandon clean energy projects that would have benefited American communities. Moreover, if DOI is funding this deal without a valid appropriation or settlement authority, every dollar it spends is unlawful.

There is no clear legal basis for this closed-door settlement, which allows the administration to subsidize its preferred energy sources regardless of what’s best for the American people. President Trump has been relentless in his attacks on affordable, clean energy. This backdoor deal to cancel these projects will undeniably have negative economic, environmental, and national security impacts for which this administration must answer.

The Committee on Natural Resources has broad jurisdiction to conduct oversight of the Outer Continental Shelf and the administration of the Outer Continental Shelf Lands Act to inform legislative reforms. The House Judiciary Committee has jurisdiction over matters relating to the administration of justice in federal courts, administrative bodies, and law enforcement agencies. Accordingly, to better understand the legal, financial, and policy implications of this agreement, we demand that you produce responses to the following questions no later than 5:00pm on April 20, 2026.

1. What statutory authority authorizes DOI to reimburse TotalEnergies for Lease No. OCS-A 0535 and Lease No. OCS-A 0538? Please provide all legal analyses, internal memos, and supporting documentation supporting this determination.
2. DOI refers to this agreement as a settlement. Is there a legal case, and if so, when was it brought and what were the underlying claims? Please provide all documentation of the settlement offer(s) and related communications with TotalEnergies and other lease holders.
3. Secretarial Order 3433 requires all settlements involving the Department to be subject to public disclosure, intergovernmental notification, and internal policy review before execution. How does this settlement comply with this policy? Please provide any evidence of public disclosure, intergovernmental notification, and internal policy review conducted before the execution of this settlement.

¹² American Clean Power, [Clean Energy Investing In America](#), (Aug. 2023).


4. What is the role of DOJ in this settlement? Please provide all interdepartmental communications regarding this settlement.
5. From which accounts or appropriations will the \$928 million be drawn? Will this payment mean that other activities are not funded? If so, what will be impacted?
6. Has DOI offered or does it plan to offer similar reimbursement agreements to other offshore wind leaseholders? Please provide all relevant communications with offshore wind leaseholders.
7. What analysis did DOI conduct regarding the economic, environmental, and energy system impacts of cancelling Lease No. OCS-A 0535 and Lease No. OCS-A 0538? Please provide all supporting documents.
8. Did DOJ, as a condition of any agreement, require TotalEnergies to restrict or forgo development of offshore wind projects in the United States? As a condition of the same agreement, did DOJ impose any conditions obligating TotalEnergies to maintain or prioritize fossil fuel investments? If DOJ imposed such conditions, did it conduct any assessment of the resulting market effects, including the impact on competition in the offshore wind energy sector, the effect on consumer energy prices, or the broader consequences for renewable energy market entry and development? Did DOJ's Antitrust Division review or sign off on those conditions, and if not, why were conditions with clear market-distorting effects imposed without antitrust scrutiny?

We look forward to your prompt attention and response to these important oversight requests.

Very truly yours,



Jared Huffman
Ranking Member
House Natural Resources
Committee



Jamie Raskin
Ranking Member
House Committee on the
Judiciary