

prior U.S. officials mismanaged the administration of trust assets.

- Established a trust land consolidation fund for the voluntary buy-back and consolidation of fractionated land interests.

The draft plan we are making available for comment would implement the last of the above elements by carrying out a program of land consolidation within the 10-year deadline established in the agreement. The trust land consolidation fund is intended to remedy the proliferation of thousands of new trust accounts caused by the increasing subdivision or “fractionation” of land interests through succeeding generations. Fractionation is the result of the division among multiple heirs of increasingly smaller land interests. The land consolidation fund and the associated land consolidation program will provide individual American Indians an opportunity to obtain cash payments for fractionated land interests and will make consolidated lands available for use by tribal communities.

The goal of the draft land consolidation plan, developed as a result of consultation with Indian tribal representatives, is to reduce land fractionation as quickly and economically as possible. The draft plan would achieve sufficient capacity and efficiency for the implementation of the land consolidation program under the settlement agreement and includes a land consolidation process consisting of three elements:

- A targeted land fractionation program to focus on areas where land fractionation is greatest;

- A willing seller program to enable sales of fractionated interests from interested owners; and

- The availability of cooperative agreements to maximize tribal involvement in the consolidation process.

Copies of the complete draft plan are available at the address given in the **ADDRESSES** section of this notice.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Dated: January 27, 2012.

**David J. Hayes,**

*Deputy Secretary of the Interior.*

[FR Doc. 2012–2400 Filed 2–2–12; 8:45 am]

**BILLING CODE 4310–10–P**

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## DEPARTMENT OF THE INTERIOR

### Bureau of Ocean Energy Management

[BOEM–2012–0006]

#### Commercial Lease of Submerged Lands for Renewable Energy Development on the Outer Continental Shelf

**AGENCY:** Bureau of Ocean Energy Management, Interior.

**ACTION:** Notice.

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**SUMMARY:** The Bureau of Ocean Energy Management (BOEM) will use Form 0008 to issue commercial renewable energy leases on the Outer Continental Shelf (OCS). In the preamble to the April 29, 2009, Final Rule, “Renewable Energy and Alternate Uses of Existing Facilities on the Outer Continental Shelf,” BOEM stated that “we intend to develop a model lease form through a public process that will invite all interested and affected parties for their input.” (74 FR 19638, April 29, 2009).

The BOEM developed a draft of the form included in this Notice, and published it in the **Federal Register** (76 FR 55090, September 6, 2011) with a 30-day comment period (Draft Form). BOEM has reviewed all the comments received and revised the Draft Form where appropriate. For further information, including summaries of comments and BOEM’s response to those comments, visit BOEM’s Web site, at <http://www.boem.gov/Renewable-Energy-Program/Regulatory-Information/Index.aspx>.

**DATES:** The lease form will be effective and available for use on February 21, 2012.

**FOR FURTHER INFORMATION CONTACT:**

Maureen A. Bornholdt, Program Manager, Office of Renewable Energy Programs, at (703) 787–1300 for lease questions.

Dated: January 23, 2012.

**Tommy P. Beaudreau,**

*Director, Bureau of Ocean Energy Management.*

**BILLING CODE 4310–VH–P**

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF OCEAN ENERGY MANAGEMENT  <b>COMMERCIAL LEASE OF                  SUBMERGED LANDS FOR                  RENEWABLE ENERGY DEVELOPMENT                  ON THE                  OUTER CONTINENTAL SHELF</b>  <i>Paperwork Reduction Act of 1995 statement: This form does not                  constitute an information collection as defined by 44 U.S.C. § 3501 et                  seq. and therefore does not require approval by the Office of                  Management and Budget.</i>	Office	Renewable Energy Lease Number
	Cash Bonus and/or Acquisition Fee	Resource Type
	Effective Date	Block Number(s)

This lease, which includes any addenda hereto, is hereby entered into by and between the United States of America, ("Lessor"), acting through the Bureau of Ocean Energy Management ("BOEM"), its authorized officer, and

Lessee	Interest Held

("Lessee"). This lease is effective on the date written above ("Effective Date") and will continue in effect until the lease terminates as set forth in Addendum "B." In consideration of any cash payment heretofore made by the Lessee to the Lessor and in consideration of the promises, terms, conditions, covenants, and stipulations contained herein and attached hereto, the Lessee and the Lessor agree as follows:

**Section 1: Statutes and Regulations.**

This lease is issued pursuant to subsection 8(p) of the Outer Continental Shelf Lands Act ("the Act"), 43 U.S.C. §§ 1331 *et seq.* This lease is subject to the Act and regulations promulgated pursuant to the Act, including but not limited to, offshore renewable energy and alternate use regulations at 30 C.F.R. Part 585 as well as other applicable statutes and regulations in existence on the Effective Date of this lease. This lease is also subject to those statutes enacted (including amendments to the Act or other statutes) and regulations promulgated thereafter, except to the extent that they explicitly conflict with an express provision of this lease. It is expressly understood that amendments to existing statutes and regulations, including but not limited to the Act, may be made, and/or new statutes may be enacted or new regulations promulgated, which do not explicitly conflict with an express provision of this lease, and that the Lessee bears the risk that such may increase or decrease the Lessee's obligations under the lease.

**Section 2: Rights of the Lessee.**

- (a) The Lessor hereby grants and leases to the Lessee the exclusive right and privilege, subject to the terms and conditions of this lease and applicable regulations, to: (1) submit to the Lessor for approval a Site Assessment Plan (SAP) and Construction and Operations Plan (COP) for the project identified in Addendum "A" of this lease; and (2) conduct activities in the area identified in Addendum A of this lease ("leased area") that are described in a SAP or COP that has been approved by the Lessor. This lease does not, by itself, authorize any activity within the leased area.
- (b) The rights granted to the Lessee herein are limited to those activities described in any SAP or COP approved by the Lessor. The rights granted to the Lessee are limited by the lease-specific terms, conditions, and stipulations required by the Lessor per Addendum C.
- (c) This lease does not authorize the Lessee to conduct activities on the Outer Continental Shelf (OCS) relating to or associated with the exploration for, or development or production of, oil, gas, other seabed minerals, or renewable energy resources other than those renewable energy resources identified in Addendum "A."

**Section 3: Reservations to the Lessor.**

- (a) All rights in the leased area not expressly granted to the Lessee by the Act, applicable regulations, this lease, or any approved SAP or COP, are hereby reserved to the Lessor.
- (b) The Lessor will decide whether to approve a SAP or COP in accordance with the applicable regulations in 30 C.F.R. Part 585. The Lessor retains the right to disapprove a SAP or COP based on the Lessor's determination that the proposed activities would have unacceptable environmental consequences, would conflict with one or more of the requirements set forth in subsection 8(p)(4) of the Act (43 U.S.C. § 1337(p)(4)), or for other reasons provided by the Lessor pursuant to 30 C.F.R. § 585.613(e)(2) or 30 C.F.R. § 585.628(f)(2). Disapproval of plans will not subject the Lessor to liability. The Lessor also retains the right to approve with modifications a SAP or COP, as provided in applicable regulations.
- (c) The Lessor reserves the right to suspend the Lessee's operations in accordance with the national security and defense provisions of section 12 of the Act and applicable regulations.
- (d) The Lessor reserves the right to authorize other uses within the leased area that will not unreasonably interfere with activities described in Addendum "A."

**Section 4: Payments.**

- (a) The Lessee must make all rent payments to the Lessor in accordance with applicable regulations in 30 C.F.R. Part 585, unless otherwise specified in Addendum "B."
- (b) The Lessee must make all operating fee payments to the Lessor in accordance with applicable regulations in 30 C.F.R. Part 585, as specified in Addendum "B."

**Section 5: Plans.**

The Lessee may conduct those activities described in Addendum "A" only in accordance with a SAP or COP approved by the Lessor. The Lessee may not deviate from an approved SAP or COP except as provided in applicable regulations in 30 C.F.R. Part 585.

**Section 6: Associated Project Easements.**

Pursuant to 30 C.F.R. § 585.200(b), the Lessee has the right to one or more project easements, without further competition, for the purpose of installing gathering, transmission, and distribution cables, pipelines, and appurtenances on the OCS, as necessary for the full enjoyment of the lease, and under applicable regulations in 30 C.F.R. Part 585. As part of submitting a COP for approval, the Lessee may request that one or more easement(s) be granted by the Lessor. If the Lessee requests that one or more easement(s) be granted when submitting a COP for approval, such project easements will be granted by the Lessor in accordance with the Act and applicable regulations in 30 C.F.R. Part 585 upon approval of the COP in which the Lessee has demonstrated a need for such easements. Such easements must be in a location acceptable to the Lessor, and shall be subject to such conditions as the Lessor may require. The project easement(s) that would be issued in conjunction with an approved COP under this lease will be described in Addendum "D" to this lease, which will be updated as necessary.

**Section 7: Conduct of Activities.**

The Lessee must conduct, and agrees to conduct, all activities in the leased area in accordance with an approved SAP or COP, and with all applicable laws and regulations.

The Lessee further agrees that no activities authorized by this lease will be carried out in a manner that:

- (a) could unreasonably interfere with or endanger activities or operations carried out under any lease or grant issued or maintained pursuant to the Act, or under any other license or approval from any Federal agency;
- (b) could cause any undue harm or damage to the environment;
- (c) could create hazardous or unsafe conditions; or
- (d) could adversely affect sites, structures, or objects of historical, cultural, or archaeological significance, without notice to and direction from the Lessor on how to proceed.

**Section 8: Violations, Suspensions, Cancellations, and Remedies.**

If the Lessee fails to comply with (1) any of the applicable provisions of the Act or regulations, (2) the approved SAP or COP, or (3) the terms of this lease, including associated Addenda, the Lessor may exercise any of the remedies that are provided under

the Act and applicable regulations, including, without limitation, issuance of cessation of operations orders, suspension or cancellation of the lease, and/or the imposition of penalties, in accordance with the Act and applicable regulations.

The Lessor may also cancel this lease for reasons set forth in subsection 5(a)(2) of the Act (43 U.S.C. § 1334(a)(2)), or for other reasons provided by the Lessor pursuant to 30 C.F.R. § 585.437.

Non-enforcement by the Lessor of a remedy for any particular violation of the applicable provisions of the Act or regulations, or the terms of this lease, shall not prevent the Lessor from exercising any remedy, including cancellation of this lease, for any other violation or for the same violation occurring at any other time.

### **Section 9: Indemnification.**

The Lessee hereby agrees to indemnify the Lessor for, and hold the Lessor harmless from, any claim caused by or resulting from any of the Lessee's operations or activities on the leased area or project easements or arising out of any activities conducted by or on behalf of the Lessee or its employees, contractors (including Operator, if applicable), subcontractors, or their employees, under this lease, including claims for:

- a. loss or damage to natural resources,
- b. the release of any petroleum or any Hazardous Materials,
- c. other environmental injury of any kind,
- d. damage to property,
- e. injury to persons, and/or
- f. costs or expenses incurred by the Lessor.

The Lessee shall not be liable for any losses or damages proximately caused by the activities of the Lessor or the Lessor's employees, contractors, subcontractors, or their employees. The Lessee shall pay the Lessor for damage, cost, or expense due and pursuant to this section within 90 days after written demand by the Lessor. Nothing in this lease shall be construed to waive any liability or relieve the Lessee from any penalties, sanctions, or claims that would otherwise apply by statute, regulation, operation of law, or could be imposed by the Lessor or other government agency acting under such laws.

"Hazardous Material" means

1. Any substance or material defined as hazardous, a pollutant, or a contaminant under the *Comprehensive Environmental Response, Compensation, and Liability Act* at 42 U.S.C. §§ 9601(14) and (33);
2. Any regulated substance as defined by the Resource Conservation and Recovery Act ("RCRA") at 42 U.S.C. § 6991 (7), whether or not contained in or released from underground storage tanks, and any hazardous waste regulated under RCRA pursuant to 42 U.S.C. §§ 6921 *et seq.*;
3. Oil, as defined by the Clean Water Act at 33 U.S.C. § 1321(a)(1) and the Oil Pollution Act at 33 U.S.C. § 2701(23); or

4. Other substances that applicable Federal, state, tribal, or local laws define and regulate as "hazardous."

#### **Section 10: Financial Assurance.**

The Lessee must provide and maintain at all times a surety bond(s) or other form(s) of financial assurance approved by the Lessor in the amount specified in Addendum "B." As per the applicable regulations in 30 C.F.R. Part 585, if, at any time during the term of this lease, the Lessor requires additional financial assurance, then the Lessee shall furnish the additional financial assurance required by the Lessor in a form acceptable to the Lessor within ninety (90) days after receipt of the Lessor's notice of such adjustment.

#### **Section 11: Assignment or Transfer of Lease.**

This lease may not be assigned or transferred in whole or in part without written approval of the Lessor. The Lessor reserves the right, in its sole discretion, to deny approval of the Lessee's application to transfer or assign all or part of this lease. Any assignment will be effective on the date the Lessor approves the Lessee's application. Any assignment made in contravention of this section is void.

#### **Section 12: Relinquishment of Lease.**

The Lessee may relinquish this entire lease or any officially designated subdivision thereof by filing with the appropriate office of the Lessor a written relinquishment application, in accordance with applicable regulations in 30 C.F.R. Part 585. No relinquishment of this lease or any portion thereof will relieve the Lessee or its surety of the obligations accrued hereunder, including but not limited to, the responsibility to remove property and restore the leased area pursuant to section 13 of this lease and applicable regulations.

#### **Section 13: Removal of Property and Restoration of the Leased Area on Termination of Lease.**

Unless otherwise authorized by the Lessor, pursuant to the applicable regulations in 30 C.F.R. Part 585, the Lessee must remove or decommission all facilities, projects, cables, pipelines, and obstructions and clear the seafloor of all obstructions created by activities on the leased area, including any project easements within two years following lease termination, whether by expiration, cancellation, contraction, or relinquishment, in accordance with any approved SAP, COP, or approved Decommissioning Application, and applicable regulations in 30 C.F.R. Part 585.

#### **Section 14: Safety Requirements.**

The Lessee must:

- a. maintain all places of employment for activities authorized under this lease in compliance with occupational safety and health standards and, in addition, free

from recognized hazards to employees of the Lessee or of any contractor or subcontractor operating under this lease;

- b. maintain all operations within the leased area in compliance with regulations in 30 C.F.R. Part 585 and orders from the Lessor and other Federal agencies with jurisdiction, intended to protect persons, property and the environment on the OCS; and
- c. must provide any requested documents and records, which are pertinent to occupational or public health, safety, or environmental protection, and allow prompt access, at the site of any operation or activity that is subject to safety regulations, to any inspector authorized by the Lessor or other Federal agency with jurisdiction.

### **Section 15: Debarment Compliance.**

The Lessee must comply with the Department of the Interior's non-procurement debarment and suspension regulations set forth in 2 C.F.R. Parts 180 and 1400 and must communicate the requirement to comply with these regulations to persons with whom it does business related to this lease by including this requirement in all relevant contracts and transactions.

### **Section 16: Notices.**

All notices or reports provided to the Lessor by the Lessee under the terms of this lease must be in writing, except as provided herein. Written notices must be delivered to the party's Lease Representative, as specifically listed in Addendum "A," either electronically, by hand, by facsimile, or by United States first class mail, adequate postage prepaid. Either party may notify the other of a change of address by doing so in writing. Until notice of any change of address is delivered as provided in this section, the last recorded address of either party will be deemed the address for all notices required under this lease. For all operational matters, notices must be provided to the party's Operations Representative, as specifically listed in Addendum "A," as well as the Lease Representative.

### **Section 17: Severability Clause.**

If any provision of this lease is held unenforceable, all remaining provisions of this lease will remain in full force and effect.

### **Section 18: Modification.**

This lease may be modified or amended only by mutual agreement of the Lessor and the Lessee. No such modification or amendment shall be binding unless it is in writing and signed by the Lease Representatives of both the Lessor and the Lessee.

_____ Lessee	_____ The United States of America Lessor
_____ (Signature of Authorized Officer)	_____ (Signature of Authorized Officer)
_____ (Name of Signatory)	_____ (Name of Signatory)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF OCEAN ENERGY MANAGEMENT

**ADDENDUM "A"**

DESCRIPTION OF LEASED AREA AND LEASE ACTIVITIES

Lease Number \_\_\_\_\_

I. Lessor and Lessee Contact Information

Lessee Company Number: \_\_\_\_\_

(a) Lessor's Contact Information

	<b>Lease Representative</b>	<b>Operations Representative</b>
Name		
Title		
Address		
Phone		
Fax		
Email		

(b) Lessee's Contact Information

	<b>Lease Representative</b>	<b>Operations Representative</b>
Name		
Title		
Address		
Phone		
Fax		
Email		

II. Description of Leased Area

The total acreage of the lease area is \_\_\_\_\_.

This area is subject to later adjustment, in accordance with applicable regulations (*e.g.*, contraction, relinquishment, etc.).

The following blocks or portions of blocks lying within Official Protraction Diagram \_\_\_\_\_, are depicted on the map attached and comprise \_\_\_\_\_ acres, more or less.

For the purposes of these calculations, the acreage of a full block is \_\_\_\_\_.

III. Renewable Energy Resource

IV. Description of the Project

V. Description of Project Easement(s)

Once approved, the Lessor will incorporate your project easement(s) in your lease as Addendum "D."

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF OCEAN ENERGY MANAGEMENT

**ADDENDUM "B"**

LEASE TERM AND FINANCIAL SCHEDULE

Lease Number \_\_\_\_\_

I. Lease Term

The duration of each term of the lease is described below. The terms may be extended or otherwise modified in accordance with applicable regulations in 30 C.F.R. Part 585.

<b>Lease Term:</b>	<b>Duration:</b>
Preliminary Term	
Site Assessment Term	
Operations Term	

**Renewal:** The Lessee may request renewal of the operations term of this lease, in accordance with applicable regulations in 30 C.F.R. Part 585. The Lessor, at its discretion, may approve a renewal request to conduct substantially similar activities as were originally authorized under this lease or in an approved COP. The Lessor will not approve a renewal request that involves development of a type of renewable energy not originally authorized in the lease. The Lessor may revise or adjust payment terms of the original lease, as a condition of lease renewal.

Unless otherwise described below, the Preliminary Term begins on the Effective Date of this lease for leases issued competitively. Unless otherwise described below, for noncompetitively issued leases, the Site Assessment Term begins on the Effective Date of this lease. The Operations Term begins on the date that the Lessor approves the Lessee's COP.

II. Definitions

III. Payments

(a) **Rent.** The Lessee must pay rent as described below:

- Acres in Project Area: \_\_\_\_\_
- Annual Rental Rate: \$ \_\_\_\_\_ per acre or fraction thereof

- Rental Fee for entire project area: \$\_\_\_\_\_ x \_\_\_\_\_ (rounded up) = \$\_\_\_\_\_

(1) ***Project Easement.***

Rent for any project easement(s) is described in Addendum "D".

(2) ***Relinquishment.***

If the Lessee submits an application for relinquishment of a portion of the leased area within the first 45 days following the Lease's Effective Date, and the Lessor approves that application, no rent payment will be due on that relinquished portion of the leased area. Later relinquishments of any leased area will reduce the Lessee's rent payments due in the year following the Lessor's approval of the relinquishment.

(b) ***Operating Fee.*** The Lessee must pay an operating fee as described below:

(1) **Initial Operating Fee Payment.**

(2) **Annual Operating Fee Payment.**

(3) **Final Operating Fee Payment.**

(4) **The formula for calculating the operating fee in year *t*.**

(c) ***Reporting, Validation, Audits, and Late Payments.***

IV. Financial Assurance

The Lessor will determine the amount of financial assurance requirements in accordance with applicable regulations at 30 CFR Part 585. The amount of the financial assurance must be no less than the amount required to meet all lease obligations, including:

- The projected amount of rent and other payments due the Lessor over the next 12 months;
- Any past due rent and other payments;
- Other monetary obligations; and
- The estimated cost of facility decommissioning.

(a) **Initial Financial Assurance Due Before Lease's Effective Date.**

(b) **Additional Financial Assurance.**

(C) **Adjustments to Financial Assurance Amounts.** The Lessor reserves the right to adjust the amount of any financial assurance requirement (initial, supplemental or decommissioning) associated with this lease and/or reassess the Lessee's cumulative lease obligations, including decommissioning obligations, pursuant to the applicable regulations in 30 C.F.R. Part 585.

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF OCEAN ENERGY MANAGEMENT

**ADDENDUM "C"<sup>1</sup>**

LEASE-SPECIFIC TERMS, CONDITIONS, AND STIPULATIONS

Lease Number \_\_\_\_\_

The Lessee's rights to conduct activities on the leased area are subject to the following terms, conditions, and stipulations:

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<sup>1</sup> Note: Stipulations are developed on a case-by-case basis and relate to location, technology utilized, and other relevant factors, including site-specific findings from project-specific environmental analyses.

The mitigation, monitoring, and reporting requirements listed in this Addendum C are adopted as terms and conditions of the lease. Monitoring results and required reports must be submitted to the Lessor as specified below:

**Bureau of Ocean Energy Management  
Office of Renewable Energy Programs  
381 Elden Street, HM1328  
Herndon, Virginia 20170  
Phone: 703-787-1300  
Fax: 703-787-1708**

The Lessor may change this address upon notice to the Lessee in accordance with Section 16 of this lease.

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF OCEAN ENERGY MANAGEMENT

**ADDENDUM "D"**

PROJECT EASEMENT

Lease Number \_\_\_\_\_

This section includes a description of the Project Easement(s), if any, associated with this lease, and the financial terms associated with it. This section will be updated as necessary.

[END PHOTO]

<FRDOC> [FR Doc. 2012-2496 Filed 2-2-12; 8:45 am]

<BILCOD>BILLING CODE 4310-VH-P

[FR Doc. 2012-2496 Filed 2-2-12; 8:45 am]

BILLING CODE 4310-VH-C

## DEPARTMENT OF THE INTERIOR

### Bureau of Ocean Energy Management

[Docket No. BOEM-2011-0093]

#### Commercial Leasing for Wind Power Development on the Outer Continental Shelf (OCS) Offshore Virginia—Call for Information and Nominations

**AGENCY:** Bureau of Ocean Energy Management (BOEM), Interior.

**ACTION:** Call for Information and Nominations.

**SUMMARY:** BOEM invites submissions of nominations from parties interested in obtaining one or more commercial leases that would allow a lessee to propose the construction of a wind energy project(s) on the OCS offshore Virginia. Although the publication of this notice is not itself a leasing announcement, the area described herein may be subject to future leasing. BOEM will use the response to this Call for Information and Nominations (Call) to gauge specific interest in the acquisition of commercial wind lease(s) in some or all of the area and to determine whether competitive interest exists in any particular area, as required by 43 U.S.C. 1337(p)(3). Parties wishing to submit a nomination in response to this Call should submit detailed and specific information as described in the section entitled, “Required Nomination Information.”

BOEM also requests comments from interested and affected parties regarding site conditions, resources, and multiple uses of the identified area that would be relevant to BOEM’s review of the nominations submitted and any subsequent decision concerning whether to offer all or part of the area for commercial wind leasing. Information that BOEM is requesting is described in the section entitled, “Requested Information from Interested or Affected Parties.”

This notice is published pursuant to subsection 8(p)(3) of the OCS Lands Act (43 U.S.C. 1337(p)(3)), which was added by section 388 of the Energy Policy Act of 2005 (EPAct), as well as the implementing regulations at 30 CFR part 585.

The Call Area described in this notice is located on the OCS offshore Virginia. The western edge of the Call Area is approximately 23.5 nautical miles (nmi) from the Virginia Beach coastline, and extends to an eastern edge that is approximately 36.5 nmi from the same

location. The longest north/south portion is approximately 10.5 nmi in length and the longest portion of the east/west portion is approximately 13 nmi in length. The area is made up of 19 whole OCS blocks and 13 sub-blocks. The entire area is approximately 112,799 acres, or 45,648 hectares. This area was delineated in consultation with the BOEM Virginia Renewable Energy Task Force. A detailed description of the area is presented later in this notice.

**DATES:** BOEM must receive your nomination describing your interest in this potential leasing area postmarked by March 19, 2012. BOEM will consider only those nominations received or postmarked by then. Submissions of comments or other submissions of information are also requested by this date.

**Submission Procedures:** If you are submitting a nomination for a commercial lease in response to this Call, please submit your nomination by mail to the following address: Bureau of Ocean Energy Management, Office of Renewable Energy Programs, 381 Elden Street, HM 1328, Herndon, Virginia 20170-4817. In addition to a paper copy of the nomination, include an electronic copy of the nomination on a compact disc (CD). Nominations must be postmarked by March 19, 2012. BOEM will list the parties that submitted nominations and the location of the proposed lease areas (OCS blocks they nominated) on the BOEM Web site after the 45-day comment period closes.

Comments and other submissions of information may be submitted by either of the following two methods:

1. *Federal eRulemaking Portal:* <http://www.regulations.gov>. In the entry titled “Enter Keyword or ID,” enter BOEM-2011-0093, then click “search.” Follow the instructions to submit public comments and view supporting and related materials available for this notice.

2. *By U.S. Postal Service or other delivery service, sending your comments and information to the following address:* Bureau of Ocean Energy Management, Office of Renewable Energy Programs, 381 Elden Street, HM 1328, Herndon, Virginia 20170-4817.

All responses will be reported on <http://www.regulations.gov>.

If you wish to protect the confidentiality of your nominations or comments, clearly mark the relevant sections and request that BOEM treat them as confidential. Please label privileged or confidential information “Contains Confidential Information” and consider submitting such information as a separate attachment.

Treatment of confidential information is addressed in the section of this Call entitled, “Protection of Privileged or Confidential Information.” Information that is not labeled as privileged or confidential will be regarded by BOEM as suitable for public release.

**FOR FURTHER INFORMATION CONTACT:** Ms. Erin C. Trager, Project Coordinator, BOEM, Office of Renewable Energy Programs, 381 Elden Street, HM 1328, Herndon, Virginia 20170-4817, (703) 787-1320, or [Erin.Trager@boem.gov](mailto:Erin.Trager@boem.gov).

#### SUPPLEMENTARY INFORMATION:

##### Purpose of the Call for Information and Nominations

The OCS Lands Act requires BOEM to award leases competitively, unless BOEM makes a determination that there is no competitive interest (43 U.S.C. 1337(p)(3)). The issuance of this Call is not intended to indicate that BOEM has determined that competitive interest exists in the area identified. Rather, this notice is the first step in the renewable energy leasing process offshore Virginia and the responses to it will assist BOEM in determining whether competitive interest exists in the area. This notice also requests information from interested and affected parties on issues relevant to BOEM’s review of nominations for potential leasing in the area.

BOEM is issuing a Call instead of a Request for Interest (RFI) to facilitate and expedite the leasing process consistent with the goals and objectives of the Secretary of the Interior’s “Smart from the Start” initiative. If an RFI were issued and the responses to it indicated competitive interest, the applicable regulations would require BOEM to issue a Call, which BOEM believes would be duplicative of the RFI process. Issuance of this Call, without an RFI, is designed to enable BOEM to obtain and analyze the information needed to support consideration of appropriate commercial leasing, while ensuring ample opportunity for input from interested and affected parties.

The responses to this Call could lead to the initiation of a competitive leasing process in some areas of the Call Area (*i.e.*, where competition exists for certain tracts), and a noncompetitive process in others (*i.e.*, where no competitive interest exists for certain tracts). The leasing process is described more completely under “Competitive Leasing Process” and “Noncompetitive Leasing Process” below. If BOEM determines that there is no competitive interest in some or all of this area offshore Virginia, BOEM may proceed with the noncompetitive lease process