

laws, executive orders, and BLM policies;

2. Existing, valid plan decisions will not be changed and any new plan decisions will not conflict with existing plan decisions; and

3. The plan amendment(s) will recognize valid existing rights.

You may submit comments on issues and planning criteria in writing to the BLM at any public scoping meeting, or you may submit them to the BLM using one of the methods listed in the **ADDRESSES** section above. To be most helpful, you should submit comments by the close of the 30-day scoping period or within 15 days after the last public meeting, whichever is later.

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.

The BLM will utilize and coordinate the NEPA public participation requirements to assist the agency in satisfying the public involvement requirements under Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470(f)) as provided for in 36 CFR 800.2(d)(3). Information about historic and cultural resources within the area potentially affected by the proposed Rio Mesa Project and potential CDCA Plan amendment will assist the BLM in identifying and evaluating impacts to such resources in the context of both NEPA and Section 106 of the NHPA.

The BLM will consult with Indian tribes on a government-to-government basis in accordance with Executive Order 13175 and other policies. Tribal concerns, including impacts on Indian trust assets, will be given due consideration. Federal, State, and local agencies, along with tribes and other stakeholders that may be interested or affected by the proposed action that the BLM is evaluating, are invited to participate in the scoping process and, if eligible, may request or be requested by the BLM to participate in the development of the environmental analysis as a cooperating agency.

The BLM will evaluate identified issues to be addressed in the plan, and will place them into one of three categories:

1. Issues to be resolved in the plan amendment;

2. Issues to be resolved through policy or administrative action; or

3. Issues beyond the scope of this plan amendment.

The BLM will provide an explanation in the EIS as to why an issue was placed in category two or three. The public is also encouraged to identify any management questions and concerns that should be addressed in the plan amendment. The BLM will work collaboratively with interested parties to identify the management decisions that are best suited to local, regional, and national needs and concerns.

The BLM will use an interdisciplinary approach to develop the plan amendment in order to consider the variety of resource issues and concerns identified. Specialists with expertise in the following disciplines will be involved in the planning process: Rangeland management, minerals and geology, outdoor recreation, archaeology, paleontology, wildlife and fisheries, lands and realty, hydrology, soils, and sociology and economics.

**Authority:** 40 CFR 1501.7 and 43 CFR 1610.2.

**Thomas Pogacnik,**  
*Deputy State Director, California.*

[FR Doc. 2012–21272 Filed 8–28–12; 8:45 am]

**BILLING CODE 4310–40–P**

## DEPARTMENT OF THE INTERIOR

### Bureau of Land Management

[WY 163447]

#### Notice of Proposed Withdrawal and Opportunity for Public Meeting; Wyoming; Correction

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Correction.

**SUMMARY:** This action corrects the acreage referenced in the **SUMMARY** and **SUPPLEMENTARY INFORMATION** sections of a notice published in the **Federal Register** on Friday, September 1, 2006 (71 FR 52144).

On page 52144, column 1, line 24 of the notice, which reads “approximately 427 acres of public land,” is hereby corrected to read, “approximately 504 acres of public land.”

On page 52144, column 2, line 20 of the notice, which reads “The area described contains 427 acres,” is hereby corrected to read, “The area described contains 504 acres.”

**Donald A. Simpson,**  
*State Director, Wyoming.*

[FR Doc. 2012–21273 Filed 8–28–12; 8:45 am]

**BILLING CODE 4310–55–P**

## DEPARTMENT OF THE INTERIOR

### Bureau of Ocean Energy Management

[BOEM–2011–0082]

#### Right-of-Way Grant of Submerged Lands on the Outer Continental Shelf to Support Renewable Energy Development

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

**ACTION:** Request for comment.

**SUMMARY:** BOEM Form 0009 would be used to issue Outer Continental Shelf (OCS) renewable energy right-of-way (ROW) grants in order to streamline this process and increase efficiency and consistency for applicants. As defined by BOEM regulations at 30 CFR Part 585, an ROW grant is an authorization issued for use of a portion of the OCS for the construction and use of a cable or pipeline for the purpose of gathering, transmitting, distributing, or otherwise transporting electricity or other energy product generated or produced from renewable energy, but does not constitute a project easement. The ability of an ROW grantee to install such a cable or pipeline and operate such activities would be subject to the applicable approvals specified in 30 CFR Part 585. BOEM has developed the form included in this notice and invites comments on the draft form. Following the 30-day comment period, BOEM will review all submitted comments, and publish a final version of the form in the **Federal Register**.

**DATES:** Submit written comments by September 28, 2012.

**FOR FURTHER INFORMATION CONTACT:** Maureen A. Bornholdt, Program Manager, Office of Renewable Energy Programs at (703) 787–1300.

**ADDRESSES:** You may submit comments by either of the following methods listed below.

- *Electronically:* go to <http://www.regulations.gov>. In the entry titled “Enter Keyword or ID,” enter docket BOEM–2011–0082 then click “search.” Follow the instructions to submit public comments and view supporting and related materials. All comments will be posted on [www.regulations.gov](http://www.regulations.gov).

- Mail or hand-carry comments to the Department of the Interior; Bureau of Ocean Energy Management; Attention: Jennifer Golladay; 381 Elden Street, HM 1328; Herndon, Virginia 20170. Please reference the docket number and title in your comment and include your name and return address.

*Public Comment Procedures:* 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 personally identifiable information—may be made publicly available at any time. While you may ask us in your

comment to withhold particular information from public view, we cannot guarantee that we will be able to do so. Information that is not labeled as privileged or confidential will be regarded as suitable for public release.

**Authority:** 43 U.S.C. 1331 *et seq.*

Dated: August 20, 2012.

**Tommy P. Beaudreau,**  
*Director, Bureau of Ocean Energy  
Management.*

<p>UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF OCEAN ENERGY MANAGEMENT</p> <p><b>RIGHT-OF-WAY GRANT OF SUBMERGED LANDS ON THE OUTER CONTINENTAL SHELF TO SUPPORT RENEWABLE ENERGY DEVELOPMENT</b></p> <p><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></p>	Office	Renewable Energy Grant Number
	Cash Bonus	Official Protraction Diagram(s)
	Effective Date	

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

Grantee	Interest Held

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

### Section 1: Statutes and Regulations.

This grant is issued pursuant to subsection 8(p) of the Outer Continental Shelf Lands Act ("the Act"); 43 U.S.C. §§ 1331 *et seq.* This grant 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 grant. This grant is also subject to those statutes enacted (including amendments to the Act and other statutes) and regulations promulgated thereafter, except to the extent that they explicitly conflict with an express provision of this grant. 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 grant, and that the Grantee bears the risk that such may increase or decrease the Grantee's obligations under the grant.

### Section 2: Rights of the Grantee.

(a) The Grantor hereby grants to the Grantee the exclusive right and privilege, subject to the terms and conditions of this grant and applicable regulations, to

conduct activities in the area identified in Addendum A of this grant ("granted area") that are described in a General Activities Plan (GAP) that has been approved by the Grantor. This grant does not, by itself, authorize any activity within the granted area.

- (b) The rights granted to the Grantee herein are limited to those activities described in a GAP approved by the Grantor. The rights granted to the Grantee are limited by the grant-specific terms, conditions, and stipulations required by the Grantor per Addendum C.
- (c) This grant does not authorize the Grantee to conduct activities on the Outer Continental Shelf (OCS) relating to or associated with the exploration for, or development or production of, oil, gas, or other seabed minerals.

### **Section 3: Reservations to the Grantor.**

- (a) All rights in the granted area not expressly granted to the Grantee by the Act, applicable regulations, this grant, or any approved GAP are hereby reserved to the Grantor.
- (b) The Grantor retains the right to require revisions to an approved GAP, pursuant to 30 C.F.R. § 585.655.
- (c) The Grantor reserves the right to suspend the Grantee's operations in accordance with the national security and defense provisions of section 12 of the Act and applicable regulations.
- (d) The Grantor reserves the right to authorize other uses within the granted area that will not unreasonably interfere with activities described in Addendum "A."

### **Section 4: Payments.**

The Grantee must make all rent payments in accordance with applicable regulations in 30 C.F.R Part 585, unless otherwise specified in Addendum "B."

### **Section 5: Plans.**

The Grantee may conduct those activities described in Addendum "A" only in accordance with a GAP approved by the Grantor. The Grantee may not deviate from an approved GAP except as provided in applicable regulations in 30 CFR Part 585.

### **Section 6: Conduct of Activities.**

The Grantee must conduct all activities in the granted area in accordance with an approved GAP, and with all applicable laws regulations.

The Grantee further agrees that no activities authorized by this grant 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 Grantor on how to proceed.

#### **Section 7: Violations, Suspensions, Cancellations, and Remedies**

If the Grantee fails to comply with (1) any of the provisions of the Act or regulations, (2) the approved GAP, or (3) the terms of this grant, including associated Addenda, the Grantor 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 grant, and/or the imposition of penalties, in accordance with the Act and applicable regulations. The Grantor may also cancel this grant 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 Grantor pursuant to 30 C.F.R. § 585.437.

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

#### **Section 8: Indemnification.**

The Grantee hereby agrees to indemnify the Grantor for, and hold the Grantor harmless from, any claim caused by or resulting from any of the Grantee's operations or activities on the granted area or arising out of any activities conducted by or on behalf of the Grantee or its employees, contractors (including Operator, if applicable), subcontractors, or their employees, under this grant, 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 Grantor.

The Grantee shall not be liable for any losses or damages proximately caused by the activities of the Grantor or the Grantor's employees, contractors, subcontractors, or their

employees. The Grantee shall pay the Grantor for damages, costs, or expenses due pursuant to this section within ninety (90) days after written demand by the Grantor. Nothing in this grant shall be construed to waive any liability or relieve the Grantee from any penalties, sanctions, or claims that would otherwise apply by statute, regulation, operation of law, or could be imposed by the Grantor 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 9: Financial Assurance.**

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

#### **Section 10: Assignment or Transfer of Grant.**

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

#### **Section 11: Relinquishment of Grant.**

The Grantee may relinquish this entire grant or any officially designated subdivision thereof by filing with the appropriate office of the Grantor a written relinquishment application, in accordance with applicable regulations in 30 C.F.R. Part 585. No relinquishment of this grant or any portion thereof will relieve the Grantee or its surety of the obligations accrued hereunder, including but not limited to, the responsibility to remove property and restore the granted area pursuant to section 12 of this grant and applicable regulations.

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**Section 12: Removal of Property and Restoration of the Granted Area on Termination of Grant.**

Unless otherwise authorized by the Grantor, pursuant to the applicable regulations in 30 C.F.R. Part 585, the Grantee must remove or decommission all facilities, projects, cables, pipelines, and obstructions and clear the seafloor of all obstructions created by the Grantee's activities on the granted area within 2 years following grant termination, whether by expiration, cancellation, contraction, or relinquishment, in accordance with any GAP and applicable regulations in 30 C.F.R. Part 585.

**Section 13: Safety Requirements.**

The Grantee must:

- a. maintain all places of employment for activities authorized under this grant in compliance with occupational safety and health standards and, in addition, free from recognized hazards to employees of the Grantee or of any contractor or subcontractor operating under this grant;
- b. maintain all operations within the granted area in compliance with regulations in 30 C.F.R. Part 585 and orders from the Grantor and other Federal agencies with jurisdiction, intended to protect persons, property, and the environment on the OCS; and
- c. 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 conducted under this grant, to any inspector authorized by the Grantor or other Federal agency with jurisdiction.

**Section 14: Debarment Compliance.**

The Grantee must comply with the Department of the Interior's non-procurement debarment and suspension regulations as 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 grant by including this requirement in all relevant contracts and transactions.

**Section 15: Notices.**

All notices or reports provided from one party to the other under the terms of this grant must be in writing, except as provided herein and in the applicable regulations in 30 C.F.R. Part 585. Written notices must be delivered to the parties' Grant 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 grant. For all operational matters, notices must

be provided to the parties' Operations Representative, as specifically listed in Addendum "A," as well as the Grant Representative.

**Section 16: Severability Clause.**

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

**Section 17: Substantial Deviation.**

Pursuant to the applicable regulations in 30 C.F.R. Part 585, Grantor may cancel this grant if Grantor determines that any cable or pipeline constructed in the granted area substantially deviates from the Grantee's approved GAP.

**Section 18: Modification.**

Unless otherwise authorized by the applicable regulations in 30 C.F.R. Part 585, this grant may be modified or amended only by mutual agreement of the Grantor and the Grantee. No such modification or amendment shall be binding unless it is in writing and signed by the Grant Representatives of both the Grantor and the Grantee.

_____ Grantee	_____ The United States of America Grantor
_____ (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 GRANTED AREA AND GRANT ACTIVITIES**

Grant Number \_\_\_\_\_

I. Grantor and Grantee Contact Information

Grantee Company Number: \_\_\_\_\_

(a) Grantor's Contact Information

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

(b) Grantee's Contact Information

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

II. Description of Granted Area

III. Description of the Project

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

**ADDENDUM "B"**

**GRANT TERM AND FINANCIAL SCHEDULE**

Grant Number \_\_\_\_\_

I. Grant Term

II. Definitions

III. Payments

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

- Grant statute miles: \_\_\_\_\_
- Additional acres in grant project area: \_\_\_\_\_
- Annual Rental Rate: \$\_\_\_\_\_ per statute mile or fraction thereof
- Annual Rental Rate: \$\_\_\_\_\_ per acre or fraction thereof
- Rental fee for entire grant project area (using rounded up mileage and acreage):  
\$\_\_\_\_\_

(b) Reporting, Validation, Audits, and Late Payments

IV. Financial Assurance

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

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

- (a) Initial Financial Assurance Due Before Grant Issuance Date.
- (b) Additional Financial Assurance.
- (c) Adjustments to Financial Assurance Amounts.

The Grantor reserves the right to adjust the amount of any financial assurance requirement associated with this grant and/or reassess Grantee's cumulative grant 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>**

**GRANT-SPECIFIC TERMS, CONDITIONS, AND STIPULATIONS**

Grant Number \_\_\_\_\_

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

The mitigation, monitoring, and reporting requirements listed in this Addendum C are adopted as terms and conditions of the grant. Monitoring results and required reports must be submitted to the Grantor 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 Grantor may change this address upon notice to the Grantee in accordance with Section 15 of this grant.

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

[FR Doc. 2012-21275 Filed 8-28-12; 8:45 am]

BILLING CODE 4310-MR-P

## DEPARTMENT OF THE INTERIOR

### Bureau of Reclamation

#### Notice of Availability of the Draft Environmental Impact Statement for the Arkansas Valley Conduit and Long-Term Excess Capacity Master Contract, Fryingpan-Arkansas Project; Bent, Chaffee, Crowley, El Paso, Pueblo, Fremont, Kiowa, Otero, and Prowers Counties, CO

**AGENCY:** Bureau of Reclamation, Interior.

**ACTION:** Notice of availability and public hearings.

**SUMMARY:** The Bureau of Reclamation has made available for public review and comment the draft environmental impact statement (EIS) for the Arkansas Valley Conduit and Long-Term Excess Capacity Contract, Fryingpan-Arkansas Project, Colorado.

The proposed Arkansas Valley Conduit, conveyance contract for the Pueblo Dam north-south outlet works interconnect, and long-term excess capacity master contract to store water in available space in Pueblo Reservoir would deliver high quality water that would meet Environmental Protection Agency and state water quality requirements and help water providers throughout the Arkansas River Basin in Colorado reliably meet existing and future water demands.

**DATES:** Submit written comments on the Draft EIS on or before October 30, 2012.

Public hearings will be held on:

1. Monday, September 24, 2012, 6:30 p.m. to 8 p.m., Salida, Colorado.
2. Tuesday, September 25, 2012, 1 p.m. to 2:30 p.m., and 6:30 p.m. to 8 p.m., Pueblo, Colorado.
3. Wednesday, September 26, 2012, 6:30 p.m. to 8 p.m., La Junta, Colorado.
4. Thursday, September 27, 2012, 6:30 p.m. to 8 p.m., Lamar, Colorado.

**ADDRESSES:** Submit written comments on the Draft EIS to Ms. J. Signe Snortland, Bureau of Reclamation, P.O. Box 1017, Bismarck, North Dakota 58502; or by email to [jnsnortland@usbr.gov](mailto:jnsnortland@usbr.gov).

The public hearings will be held at:

1. Salida—Salida Community Center, 305 F Street, Salida, Colorado 81201.
2. Pueblo—Pueblo Convention Center, 320 Central Main St., Pueblo, Colorado 81003.
3. Otero—Otero Junior College, 2222 San Juan Ave., La Junta, Colorado 81050.

4. Lamar—Lamar Community Building, 610 South 6th Street, Lamar, Colorado 81052.

To request an Executive Summary and DVD of the Draft EIS, please contact J. Signe Snortland as indicated above, or call 701-221-1278. The Draft EIS may be viewed or downloaded at the Bureau of Reclamation's Web site at <http://www.usbr.gov/avceis>. See Supplementary Information section for locations where copies of the Draft EIS are available for public review.

**FOR FURTHER INFORMATION CONTACT:** J. Signe Snortland, Environmental Specialist at [jnsnortland@usbr.gov](mailto:jnsnortland@usbr.gov).

#### SUPPLEMENTARY INFORMATION:

Three proposed federal actions by the Bureau of Reclamation are analyzed in the Draft EIS: (1) Construct and operate the Arkansas Valley Conduit (AVC) and enter into a repayment contract with Southeastern Colorado Water Conservancy District; (2) enter into a conveyance contract with various water providers for use of a pipeline interconnection between Pueblo Dam's south and north outlet works; and (3) enter into an excess capacity master contract with Southeastern Colorado Water Conservancy District to store water in Pueblo Reservoir. While serving similar water supply and delivery purposes, the proposed actions are independent of each other.

The AVC was authorized by Congress in the original Fryingpan-Arkansas legislation in 1962 (Pub. L. 87-590). However, it was not constructed with the original project, primarily because of the beneficiaries' inability to repay the construction costs. In 2009, Congress amended the original legislation in Public Law 111-11, which authorized annual federal funding as necessary for constructing AVC, and included a cost sharing plan with 65 percent federal and 35 percent local funding. The Bureau of Reclamation would enter into a 50-year repayment contract with Southeastern Colorado Water Conservancy District which would be responsible for paying the local share.

The AVC would be a water supply pipeline to help meet existing and future municipal and industrial water demands of southeastern Colorado water providers. Forty towns and rural domestic water supply systems in Pueblo, Crowley, Otero, Bent, Prowers, and Kiowa counties would participate in the AVC. Water providers are requesting annual water deliveries of 10,256 acre-feet to help meet 2070 water demands. Fourteen of these water providers are currently under orders by the Colorado Department of Public Health and Environment to remove

naturally-occurring radioactive contaminants from their surface or groundwater source using expensive treatment or to find another better quality water source.

The interconnection would move water between the existing south outlet works and future north outlet works (currently under construction as part of the Southern Deliver System) at Pueblo Reservoir during emergencies or periodic maintenance activities. Interconnect operations would require a long-term (40-year) contract between AVC, Pueblo Fish Hatchery, Board of Water Works of Pueblo, Pueblo West, Southern Delivery System, and Fountain Valley Authority.

The purpose of the excess capacity master contract would be to allow use of extra storage space in Pueblo Reservoir to store up to 29,938 acre-feet of water. A long-term storage contract, rather than short-term contracts, is needed by 37 water providers to help meet projected demand through 2060 (the term of the contract).

Some of the resources potentially affected by the proposed actions that are evaluated in the Draft EIS include: surface water quantity and quality in the Arkansas River and Fryingpan-Arkansas reservoirs, groundwater, climate change, recreation biological resources, human environment, socioeconomics, environmental justice, and historic properties.

#### Hearing Process and Distribution Information

Requests to make oral comments at the public hearing may be made at the hearing. In order to ensure that all those interested in providing oral comments have an opportunity to do so, oral comments at the hearing will be limited to five minutes. Comments will be recorded by a court reporter. Speakers will be called in the order indicated on the sign in list for speaking. Speakers not present when called will be recalled at the end of the scheduled speakers. Speakers may provide written versions of their oral comments or other additional written comments for the hearing record. Longer comments should be summarized at the public hearing and submitted in writing either at the public hearing or identified as hearing comments and mailed within seven days of the hearing date to J. Signe Snortland as indicated under the Addresses section.

Copies of the Draft EIS are available for public review at the following locations:

- Bureau of Reclamation, Eastern Colorado Area Office, 11056 West