

route. Data are submitted electronically via the Internet or on hard copy. These data will be used to estimate population trends at various geographic scales and assist with documenting species distribution. NAAMP Web site is: <http://www.pwrc.usgs.gov/naamp/>.

Estimated Annual Number of Respondents: 400.

Estimated Annual Burden Hours: 3600 hours.

Affected Public: Primarily U.S. residents.

For Further Information Contact: To obtain copies of the survey, contact the Bureau clearance officer, U.S. Geological Survey, 807 National Center, 12201 Sunrise Valley Drive, Reston, Virginia 20192, telephone (703) 648-7313.

Dated: November 15, 2004.

Susan Haseltine,

Associate Director for Biology.

[FR Doc. 04-25746 Filed 11-19-04; 8:45 am]

BILLING CODE 4310-47-M

DEPARTMENT OF INTERIOR

Geological Survey

Civil Implementation Working Group—U.S. Commercial Remote Sensing Space Policy (CRSSP)

AGENCY: U.S. Geological Survey.

ACTION: Notice of open meeting.

SUMMARY: Open meeting of the CRSSP Implementation Working Group (IWG) to present and discuss progress and plans for assessing near-term civil requirements for remote sensing data.

DATE/TIME OF MEETING: December 14, 2004, 9–12 a.m.

PLACE: Visitors Center, USGS Headquarters, 12201 Sunrise Valley Drive, Reston, VA 20192.

FOR FURTHER INFORMATION CONTACT: Inquiries and notice of intent to attend the meeting may be addressed to: Greg Snyder, CRSSP IWG Chair, USGS National Center Center MS 517, Reston VA 22091, gsnyder@usgs.gov or 703-648-5169.

SUPPLEMENTARY INFORMATION:

Purpose of Public Meeting

This public meeting provides a forum for the remote sensing industry and other interested participants to be briefed on the progress and plans of the CRSSP near-term requirements collection and evaluation process and to discuss ways to improve its effectiveness.

Background

On April 25, 2003, the president signed the U.S. Commercial Remote Sensing Space Policy. The fundamental goal of this policy is to advance and protect U.S. national security and foreign policy interests by maintaining the nation's leadership in remote sensing space activities, and by sustaining and enhancing the U.S. remote sensing industry. Doing so will also foster economic growth, contribute to environmental stewardship, and enable scientific and technological excellence. In support of this goal, the United States Government is directed to:

- Rely to the maximum practical extent on U.S. commercial remote sensing space capabilities for filling imagery and geospatial needs for military, intelligence, foreign policy, and homeland security, and civil users;
- Focus United States Government remote sensing space systems on meeting needs that can not be effectively, affordably, and reliably satisfied by commercial providers because of economic factors, civil mission needs, national security concerns, or foreign policy concerns;
- Develop a long-term, sustainable relationship between the United States Government and the U.S. commercial remote sensing space industry;
- Provide a timely and responsive regulatory environment for licensing the operations and exports of commercial remote sensing space systems; and
- Enable U.S. industry to compete successfully as a provider of remote sensing space capabilities for foreign governments and foreign commercial users, while ensuring appropriate measures are implemented to protect national security and foreign policy.

The specific directives to civil agencies included:

- Determine which needs for imagery and geospatial products and services can be reliably met by commercial remote sensing space capabilities;
- Communicate current and projected needs to the commercial remote sensing space industry.

The policy also directs civil agencies to craft a plan for policy implementation. The plan, agreed to in December 2003, calls for shared responsibilities among civil agencies, close coordination with the National Geospatial-Intelligence Agency, and the formation of two groups; a senior steering committee (SSC) for policy guidance and an interagency policy implementation working group (IWG) for operational support. The USGS administers these two groups and serves as the lead civil agency. The policy also

identifies goals beyond the scope of the implementation plan that are being addressed by other interagency groups.

Proposed Agenda

The meeting will begin with presentations to provide an update on the CRSSP civil near-term requirements-collection process and planned reporting capabilities, followed by discussions of how to provide meaningful requirements information for industry planning and business decisions. Representatives from the CRSSP IWG will present the goals, accomplishments, plans and potential enhancements to the process.

Meeting Access

Directions to the USGS National Center can be accessed at http://www.usgs.gov/major_sites.html. After arriving at USGS follow signs to Visitors Parking and proceed to the Visitors Entrance. You will be required to show valid picture identification as you enter. A guard will point you to the Visitors Center.

Robert A. Lidwin,

Chief of Staff, USGS Geography Discipline.

[FR Doc. 04-25745 Filed 11-19-04; 8:45 am]

BILLING CODE 4310-Y7-M

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

Potential for Oil Shale Development

AGENCY: Bureau of Land Management (BLM), Interior.

ACTION: Notice of request for comments.

SUMMARY: The BLM seeks public input on the terms to be included in leases of small tracts for oil shale research and development within the Piceance Creek Basin, northwestern Colorado; the Uinta Basin, southeastern Utah; and the Green River and Washakie Basins, western Wyoming.

DATES: Please send your comments no later than December 22, 2004.

ADDRESSES: Please hand-deliver written comments: To Nick Douglas, Suite 700, 1620 L Street, NW., Washington, DC. This is also the FedEx address. Mail written comments to BLM (Attention: Nick Douglas), Minerals, Realty and Resource Protection, Mail Stop: LS 700, 1849 C Street, NW., Washington, DC 20240. Electronic Mail: You may send comments through the Internet to BLM at: Nick_Douglas@blm.gov.

FOR FURTHER INFORMATION CONTACT: Nick Douglas, Senior Policy Advisor, Minerals, Realty and Resource

Protection, Bureau of Land Management, Mail Stop: LS 700, 1849 C Street, NW., Washington, DC 20240 at (202) 452-0374.

SUPPLEMENTARY INFORMATION: The United States holds over 50 percent of the world's oil shale resources, which contain 2.6 trillion barrels of oil. These resources include the oil shale deposits in the Green River formation in the western United States. The Green River formation contains an estimated 1.5 trillion barrels of oil, 72 percent of which is on public lands administered by the BLM. In Colorado alone, the total resource approaches one trillion barrels of oil, and the Federal Government owns approximately 78 percent of the surface acreage and 82 percent of the shale oil in-place. The oil shale deposits in the eastern United States are estimated to contain 189 billion barrels of oil, but the Federal ownership share is not known at this time.

Section 21 of the Mineral Leasing Act, 30 U.S.C. 241, authorizes the leasing of federal lands for the development of oil shale. The BLM does not have any regulation for oil shale leasing. Therefore, all the essential leasing requirements must be included in the lease itself. The purpose of this notice is to solicit public comment on the specific provisions which BLM should include in a 40-acre lease for oil shale research and development (R&D). The intent of the leases is to further the development of technologies for the economic production of shale oil. The BLM seeks this information to facilitate oil shale development in furtherance of the President's National Energy Policy. The policy outlined several recommendations to diversify and increase energy supplies, increase energy security, encourage conservation, and ensure energy distribution. Diversification of energy supply could be enhanced with access to and development of the vast oil shale resources.

The BLM seeks comments on the attached proposed lease form for oil shale R&D. The BLM requests comments on:

(1) What terms (duration, royalty, rental, acreage, diligence, option for additional acreage) should BLM include in the R&D lease to provide short-term incentives, and also encourage long-term commercial development;

(2) The adequacy of a 40-acre lease for a successful demonstration of oil shale technology;

(3) The methodology for conversion of an R&D lease to a commercial lease;

(4) The criteria to qualify a company or individual to acquire an R&D lease

and what documentation should be required;

(5) The level of National Environmental Policy Act (NEPA) documentation that would be appropriate for R&D leasing; and

(6) The appropriate methodology for determining fair market value for conversion to a commercial lease.

Oil Shale Research and Development (R&D) Lease

This lease is entered into on _____, to be effective on _____, (the "Effective Date"), by the United States of America (the "Lessor"), acting through the Bureau of Land Management (hereinafter called the "Bureau"), of the Department of the Interior (the "Department"), and _____ (the "Lessee"), pursuant and subject to the provisions of the Mineral Leasing Act of February 25, 1920 as amended (30 U.S.C. §§ 181-287), hereinafter called the "Act", more specifically section 21 of the Act (30 U.S.C. § 241), and to the terms, conditions, and requirements (1) of all regulations promulgated by the Secretary of the Interior (the "Secretary") in 43 CFR Part 3160, including Onshore Oil and Gas Orders, and 43 CFR Part 3590, including revisions thereof hereafter promulgated by the Secretary (and not inconsistent with any specific provisions of this lease), all of which shall be, upon their effective date, incorporated in and, by reference, made a part of this lease. To the extent the provisions of this lease are inconsistent with the requirements of any regulation or order, the lease term govern.

Section 1. Definitions

As used in this lease:

(a) "Authorized Officer" means any employee of the Bureau of Land Management delegated the authority to perform the duty described in the section in which the term is used.

(b) "Oil shale" means a fine-grained sedimentary rock containing: (1) Organic matter which was derived chiefly from aquatic organisms or waxy spores or pollen grains, which is only slightly soluble in ordinary petroleum solvents, and of which a large proportion is distillable into synthetic petroleum, and (2) inorganic matter which may contain other minerals. This term is applicable to any argillaceous, carbonate, or siliceous sedimentary rock which, through destructive distillation, will yield synthetic petroleum.

(c) "Leased Lands" means the lands described as follows:

(d) "Commercial Quantities" means quantities sufficient to provide a positive return after all costs of production have been met, including the amortized costs of capital investment.

(e) "Shale oil" means a synthetic petroleum derived from the destructive distillation of oil shale.

Section 2. Grant to Lessee

The Lessee is hereby granted, subject to the terms of this lease, the exclusive right and privilege to prospect for, drill, mine, extract, remove, beneficiate, concentrate, process and dispose of the oil shale and the products of

oil shale contained within the Leased Lands. In accordance with approved plans, the Lessee may utilize or dispose of all oil shale and oil shale products, together with the right to construct on the Leased Lands all such works, buildings, plants, structures, roads, powerlines, and additional facilities as may be necessary or reasonably convenient for the mining, extraction, processing, and preparation of oil shale and oil shale products for market. The Lessee has the right to use so much of the surface of the Leased Lands as may reasonably be required in the exercise of the rights and privileges herein granted.

Section 3. Lessor's Reserved Interests in the Leased Lands

The Lessor Reserves

(a) The right to continue existing uses of the leased lands and the right to lease, sell, or otherwise dispose of the surface or other mineral deposits in the lands for uses that do not unreasonably interfere with operations of the Lessee under this lease.

(b) The right to permit for joint or several use, such easements or rights-of-way, including easements in tunnels upon, through, or in the Leased Lands, as may be necessary or appropriate to the working of the Leased Lands or other lands containing mineral deposits subject to the Act, and the treatment and shipment of the products thereof by or under authority of the Lessor, its lessees, or permittees, and for other public purposes. Lessor shall condition such uses to prevent unnecessary or unreasonable interference with rights of the Lessee.

Section 4. Lease Term

The lease is issued for a term not to exceed xxx years, (please comment on the duration of R&D lease) subject to conversion to a twenty-year lease under the conditions specified in section 23.

Section 5. Rentals: Non-Commercial Production

The Lessee shall pay the Lessor an annual rental in advance for each acre or fraction thereof during the continuance of the lease of \$xxx. (Please comment on annual rental.) Rental is payable annually on or before the anniversary date of the lease. Rentals for any lease year shall be credited by the Lessor against any royalty payments for that lease year.

The failure to pay rental by the anniversary date shall be grounds for termination of the lease. Should you fail to pay the full amount on the anniversary, BLM will notify you of this failure and provide you with a grace period of 15 days from notice to make payment in full. Should no payments be received during the grace period, the lease shall terminate without the need for further administrative proceedings.

Section 6. Royalties

(a) For the initial 5 years of the lease, the Lessor waives the requirement for royalty on any production. For the 6th through 10th year of the lease, the Lessee shall pay to the Lessor a royalty of \$xxx (please comment on royalty amount or percentage) per barrel of shale oil which is sold or removed from the

Leased Lands, except that used for production purposes or unavoidably lost.

(b) Lessee shall file with the proper office of Lessor, no later than 30 days after the effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as Lessor may prescribe, Lessee shall furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost.

(c) Payment for royalties due under this lease shall be payable monthly on or before the last day of the calendar month following the calendar month in which the shale oil is processed or, if it is not processed, is sold.

(d) Payments and royalties under this lease shall be subject to the regulations in 30 CFR Part 218, Subpart E.

Section 7. Bonds

(a) Prior to conducting operations on this lease, the Lessee shall provide a bond in the amount determined by the authorized officer, conditioned upon compliance with all terms and conditions of the lease and the plan of operations. This bond shall be of a type authorized by 43 CFR 3104.1 and must be sufficient to cover all costs associated with reclamation and abandonment activities. The authorized officer may adjust the required bond amount as he determines necessary to assure full compliance for the operations conducted under this lease.

(b) Upon request of the Lessee, the bond may be released as to all or any portion of the Leased Lands affected by exploration or mining operations, when the Lessor has determined that the Lessee has successfully met the reclamation requirements of the approved development plan and that operations have been carried out and completed with respect to these lands in accordance with the approved plan.

Section 8. Plan of Operations

(a) Prior to conducting operations on the lease, including exploration, the Lessee shall submit a plan of operations for review and approval by the authorized officer. This plan shall be submitted in accordance with the requirements of 43 CFR 3160 or 43 CFR 3590, depending on the nature of the proposed activity. The authorized officer shall make the final determinations as to which regulations govern the proposed activity and notify the Lessee of any additional requirements. The authorized officer may condition the approval on reasonable modifications of the plan to assure protection of the environment.

(b) After plan approval, the Lessee must obtain the written approval of the authorized officer for any change in the plan approved under subsection (a).

(c) The Lessee shall file annual progress reports describing the operations conducted under the plan of operations.

Section 9. Operations on the Lease Lands

(a) The Lessee shall conduct all operations under this lease in compliance with all applicable Federal, State and local statutes, regulations, and standards including those pertaining to water quality, air quality, noise

control, threatened and endangered species, historic preservation, and land reclamation, and orders of the authorized officer (written or if oral, reduced to writing within ten days.)

(b) The Lessee shall avoid, or, where avoidance is impracticable, minimize, and where practicable correct, hazards to the public health and safety related to his operations on the Leased Lands conducted in accordance with the approved operations plan.

(c) Lessee shall carry on all operations in accordance with approved methods and practices as provided in the applicable operating regulations and approved operations plan. Activities will be conducted in a manner that minimizes adverse impacts to the land, air, water, cultural, biological, visual, and other resources, including mineral deposits not leased herein, and other land uses and users.

(d) The Lessee shall comply with all applicable state and Federal laws.

Section 10. Water Rights

All water rights developed by the Lessee through operations on the Leased Lands shall immediately become the property of the Lessor. As long as the lease continues, the Lessee shall have the right to use those water rights free of charge for activities under the lease.

Section 11. Development by In Situ Methods

Where in situ methods are used for the production of shale oil, the Lessee shall not place any entry, well, or opening for such operations within 500 feet of the boundary line of the Leased Lands without the permission of, or unless directed by the Authorized Officer, nor shall induced fracturing extend to within 100 feet from that boundary line.

Section 12. Inspection

The Lessee shall permit any duly authorized officer or representative of the Department at any reasonable time:

(a) to inspect the Leased Lands and all surface and underground improvements, works, machinery, and equipment, and all books and records pertaining to operations and surveys or investigations under this lease; and

(b) to copy and make extracts from any books and records pertaining to operations under this lease.

Section 13. Reports, Maps, etc.

(a) The Lessee shall submit to the Lessor in such form as the latter may prescribe, not more than 60 days after the end of each quarter of the Lease Year, a report covering that quarter which shall show the amount produced from the Lease by each method of production used during the quarter, the character and quality thereof, the amount of products and by-products disposed of and price received therefore, and the amount in storage or held for sale. This report shall be certified by an agent having personal knowledge of the facts who has been designated by the Lessee for that purpose.

(b) The Lessee shall prepare and furnish at such times and in such form as the Lessor may prescribe, maps, photographs, reports,

statements and other documents required by the provisions of 43 CFR Part 3160 or 3590 as appropriate.

Section 14. Assignment

The Lessee may assign any interest in this lease with the approval of the authorized officer, subject to the assignor retaining liability for all obligations that accrued prior to the assignment and the provision of bond by the assignee for all liabilities arising after the assignment. The assignor shall maintain bond for liabilities arising in the period prior to the assignment unless the assignee provides bond for the entire period of the lease.

Section 15. Heirs and Successors in Interest

Each obligation of this lease shall extend to and be binding upon, and every benefit shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Section 16. Relinquishment of lease

The Lessee may relinquish in writing at any time all rights under this lease, or any portion thereof. Upon Lessor's acceptance of the relinquishment, Lessee shall be relieved of all future obligations under the lease or the relinquished portion thereof, whichever is applicable. The Lessee shall promptly pay all royalties due and reclaim the relinquished acreage in accordance with the plan of operations.

Section 17. Remedies in Case of Default

If the Lessee fails to comply with applicable laws, regulations, or the terms, conditions, and stipulations of this lease and the noncompliance continues for a period of 30 days after service of notice thereof, this lease shall be subject to cancellation. The Lessor may (1) Suspend operations until the required action is taken to correct noncompliance, or (2) institute appropriate proceedings in a court of competent jurisdiction for the forfeiture and cancellation of this lease as provided in Section 31 of the Act (30 U.S.C. 188) and for forfeiture of any applicable bond. If the Lessee fails to take prompt and necessary steps to (a) prevent loss or damage to the mine, property, or premises, (b) prevent danger to the employees, or (c) avoid, minimize or, repair damage to the environment, the Lessor may enter on the premises and take such measures as he may deem necessary to prevent, or correct the damaging, dangerous, or unsafe condition of the mine or any other facilities upon the Leased Lands. Those measures shall be at the expense of the lessee.

Section 18. Delivery of Premises in Case of Forfeiture

(a) At such time as all or portions of this lease are returned to Lessor, the Lessee shall deliver to the Lessor the land leased, wells, underground support structures, and such other supports and structures necessary for the preservation of the mine workings on the leased premises or deposits and place all workings and wells in condition for suspension or abandonment. Within 180 days thereof, Lessee shall remove from the premises all other structures, machinery,

equipment, tools, and materials as required by the Authorized Officer. Any such structures remaining on the Leased Lands beyond the 180 days, or approved extension thereof, shall become the property of the Lessor. Lessee shall either remove all such property or shall continue to be liable for the cost of removal and disposal in the amount actually incurred by the Lessor.

(b) Lessee shall reclaim all lands which have been disturbed and dispose of all debris or solid waste in an approved manner in accordance with the schedule established in the plan of operations and maintain bond coverage until such reclamation is complete.

Section 19. Protection of Proprietary Information

(a) This lease, and any activities thereunder, shall not be construed to grant a license, permit or other right of use or ownership to the Lessor, or any other person, of the patented processes, trade secrets, or other confidential or privileged technical information (hereafter in this section called "technical processes") of the Lessee or any other party whose technical processes are embodied in improvements on the Leased Lands or used in connection with the lease.

(b) Notwithstanding any other provision of this lease, the Lessor agrees that any technical processes obtained from the Lessee which are designated by the Lessee as confidential shall: (1) Not be disclosed to persons other than employees of the Federal Government having a need for such disclosures and (2) not be copied or reproduced in any manner. The Lessor further agrees this material may not be used in any manner that will violate their proprietary nature.

(c) Prior to any disclosure pursuant to a Freedom of Information Act request, the Bureau will notify the submitter of the specific information which it has initially determined to release and give it thirty (30) days to provide a justification for the nondisclosure of the information under exemption 4 or other relevant exemptions. Your justification should address in detail, pursuant to the procedures in 43 CFR 2.23, whether the information

(1) Was submitted voluntarily and falls in a category of information that the submitter does not customarily release to the public, or

(2) If the information was required to be submitted, how substantial competitive or other business harm would likely result from release.

(c) If after reviewing the information you submit, the bureau decides to release the information over your objections, it will inform you that it intends to release the information 10 workdays after receipt of the notice by the submitter.

Section 20. Lessee's Liability to the Lessor

(a) The Lessee shall be liable to the United States for any damage suffered by the United States in any way arising from or connected with Lessee's activities and operations conducted pursuant to this lease, except where damage is caused by employees of the United States acting within the scope of their authority.

(b) The Lessee shall indemnify and hold harmless the United States from any and all

claims arising from or connected with Lessee's activities and operations under this lease.

(c) In any case where liability without fault is imposed on the Lessee pursuant to this section, and the damages involved were caused by the action of a third party, the rules of subrogation shall apply in accordance with the law of the jurisdiction where the damage occurred.

Section 21. Appeals

The Lessee shall have the right to appeal orders or decisions of the BLM under 43 CFR Subpart 3165.

Section 22. Special Stipulations

The special stipulations that are attached to and made a part of this lease are imposed upon the Lessee, and the Lessee's employees and agents. The failure or refusal to comply with these stipulations shall be deemed a failure of the Lessee to comply with the terms of the lease. The special stipulations may be revised or amended, in writing, by mutual consent following appropriate notice to the public.

Section 23. Conversion Rights

Upon production of commercial quantities of shale oil from the lease, the lease may be converted to a commercial lease containing up to a total of 5,120 acres, as allowed under the Mineral Leasing Act (30 U.S.C. Section 241) upon payment of fair market value for the additional acreage and the completion of appropriate NEPA analysis. This commercial lease may be issued for a term of 20 Years and so long thereafter as shale oil is produced from the Leased Lands in commercial quantities, and contain terms consistent with regulations to be developed by the Secretary pursuant to section 21 of the Mineral Leasing Act. Such commercial lease shall be subject to the readjustment of lease terms at the end of the 20th lease year and each 20 year period thereafter, and subject to payment to the Lessor of a rental of 50 cents per acre or fraction thereof and a royalty of xxx% of the gross value (provide comment of the percentage of royalty for commercial production) of the shale oil which is removed or sold by the Lessee, at the First Point of sale.

Section 24. Reimbursable Costs

In applying for required approvals, the lessee under the oil shale research and development (R & D) lease shall be subject to the obligation to reimburse the BLM as if the requirements of subpart 2808 of Part 43 of the Code of Federal Regulations (43 CFR Subpart 2808) were applicable.

Dated: September 30, 2004.

Thomas P. Lonnie,

Assistant Director, Minerals Realty, and Resource Protection.

[FR Doc. 04-25761 Filed 11-19-04; 8:45 am]

BILLING CODE 4310-AG-P

DEPARTMENT OF THE INTERIOR

Minerals Management Service

Agency Information Collection Activities: Submitted for Office of Management and Budget (OMB) Review; Comment Request

AGENCY: Minerals Management Service (MMS), Interior.

ACTION: Notice of extension of an information collection (1010-0112).

SUMMARY: To comply with the Paperwork Reduction Act of 1995 (PRA), we are notifying the public that we have submitted to OMB an information collection request (ICR) to renew approval of the paperwork requirements in Form MMS-131, Performance Measures Data. This notice also provides the public a second opportunity to comment on the paperwork burden of these regulatory requirements.

DATES: Submit written comments by December 22, 2004.

ADDRESSES: You may submit comments either by fax (202) 395-6566 or e-mail (OIRA_DOCKET@omb.eop.gov) directly to the Office of Information and Regulatory Affairs, OMB, Attention: Desk Officer for the Department of the Interior (1010-0112). Mail or hand carry a copy of your comments to the Department of the Interior; Minerals Management Service; Attention: Rules Processing Team; Mail Stop 4024; 381 Elden Street; Herndon, Virginia 20170-4817. Interested parties may submit a copy of their comments on-line to MMS, the address is: <https://occonnect.mms.gov>. From the Public Connect "Welcome" screen, you will be able to either search for Information Collection 1010-0112 or select it from the "Projects Open For Comment" menu.

FOR FURTHER INFORMATION CONTACT: Cheryl Blundon, Rules Processing Team, (703) 787-1600. You may also contact Cheryl Blundon to obtain a copy, at no cost, of the form that involves the subject collection of information.

SUPPLEMENTARY INFORMATION:

Title: Form MMS-131, Performance Measures Data.

OMB Control Number: 1010-0112.

Abstract: The Outer Continental Shelf (OCS) Lands Act (43 U.S.C. 1331 *et seq.*), as amended, requires the Secretary of the Interior to preserve, protect, and develop OCS oil, gas, and sulphur resources; make such resources available to meet the Nation's energy needs as rapidly as possible; balance