Via Certified Mail

July 15, 2026

U.S. Department of the Interior 1849 C Street, NW Washington, D.C. 20240	Secretary Douglas J. Burgum U.S. Department of the Interior 1849 C Street, NW Washington, D.C. 20240
Bureau of Ocean Energy Management 1849 C Street, NW Washington, D.C. 20240	Acting Director Matthew Giacona Bureau of Ocean Energy Management 1849 C Street, NW Washington, D.C. 20240
U.S. Department of Justice 950 Pennsylvania Avenue, NW Washington, DC 20530	Acting Attorney General Todd Blanche U.S. Department of Justice 950 Pennsylvania Avenue, NW Washington, DC 20530
Associate Attorney General Stanley Woodward U.S. Department of Justice 950 Pennsylvania Avenue, NW Washington, DC 20530	Bluepoint Wind, LLC 3 Center Plaza, Suite 205 Boston, MA 02108
Michael Brown Manager Bluepoint Wind, LLC 3 Center Plaza, Suite 205 Boston, MA 02108	Attorney General Brian L. Schwalb Office of the D.C. Attorney General 400 6th Street, NW Washington, DC 20001

Re: Notice of Intent to Sue for Violations of the Outer Continental Shelf Lands Act via Cancellation of Lease Number OCS-A 0537

Dear Secretary Burgum, Acting Director Giacona, Acting Attorney General Blanche, Associate Attorney General Woodward, Mr. Brown, and Attorney General Schwalb:

Pursuant to 43 U.S.C. § 1349(a)(2)(A), this letter serves as notice by New York, New Jersey, Connecticut, Delaware, Maine, Massachusetts, Rhode Island, and Vermont (the States) of their intent to sue for violations of the Outer Continental Shelf Lands Act (OCSLA), 43 U.S.C. §§ 1331 *et seq.*, in connection with the cancellation of Outer Continental Shelf lease number OCS-A 0537 (the Lease) pursuant to a purported "settlement agreement" (the Settlement Agreement) between the United States and Bluepoint Wind, LLC (Bluepoint). This letter constitutes a notice of violation and intent to file suit pursuant to Section 23(a) of OCSLA, 43 US.C. § 1349(a), as required under 43 U.S.C. § 1349(a)(2)(A). We are sending you this notice letter because you may be named as a defendant or necessary party in the States' anticipated suit.

BACKGROUND

The States' anticipated OCSLA citizen suit will challenge the Lease cancellation and the execution and implementation of the Settlement Agreement between the United States, acting through the U.S. Department of the Interior (Interior) and U.S. Department of Justice, and Bluepoint, which held the Lease.

The Lease, which Bluepoint acquired at a competitive lease sale in 2022, comprised over 71,000 acres in the New York Bight, a large, shallow region of ocean between Long Island and the New Jersey coast. Wind turbines in the Lease area could have provided electricity to both New York and New Jersey and were anticipated to have a nameplate capacity of 2.4 gigawatts, enough to power around 1 million New York and New Jersey homes. Because the Lease area is in the New York Bight, wind energy generated there would have been expected to serve New York City, which is in significant need of additional electricity. BOEM awarded Bluepoint the Lease after years of analysis and extensive consultation with the Department of War to ensure that any resulting wind energy project would appropriately mitigate all national security concerns.

On April 27, 2026, more than four years after awarding Bluepoint the Lease, Interior announced that it had reached an agreement with Bluepoint to terminate the Lease and reimburse the company up to $765 million, the amount Bluepoint paid for the Lease. Interior also stated that "Bluepoint Wind has decided not to pursue any new offshore wind developments in the United States." The Settlement Agreement provides that Bluepoint will invest $765 million in oil and gas development and covenant not to sue in exchange for the federal government reimbursing Bluepoint $765 million and cancelling the Lease.

THE LEASE CANCELLATION AND SETTLEMENT AGREEMENT VIOLATE OCSLA AND ITS IMPLEMENTING REGULATIONS

OCSLA declares the Outer Continental Shelf to be "a vital national resource reserve held by the Federal Government for the public" and directs the Secretary of the Interior to make the Shelf "available for expeditious and orderly development, subject to environmental safeguards, in a manner which is consistent with the maintenance of competition and other national needs." 43 U.S.C. § 1332(3). OCSLA further declares that "the rights and responsibilities of all States . . . to preserve and protect their marine, human, and coastal environments through such means as regulation of land, air, and water uses, of safety, and of related development and activity should be considered and recognized." *Id.* § 1332(3), (5).

In 2005, Congress amended OCSLA to authorize the Secretary of the Interior to issue leases on the Outer Continental Shelf for renewable energy production. OCSLA provides detailed requirements for leasing and developing Outer Continental Shelf lands, including specific procedures that must be followed to cancel or relinquish a lease.

The Lease cancellation violates OSCLA and its implementing regulations because Interior did not adhere to the procedures required for cancellation. Interior (1) did not hold a hearing before cancelling the Lease or make the necessary determination that cancellation was required by national security or defense, in violation of 43 U.S.C. § 1334(a)(2)(A); (2) did not consider the factors it was required to consider under 43 U.S.C. § 1337(p)(4) and 30 C.F.R. § 585.102; (3) did not notify or coordinate with the Governors of the affected States, in violation of 43 U.S.C. § 1334(h) and § 1337(p)(7); (4) did not suspend the Lease for five years before cancellation, in violation of 43 U.S.C. § 1334(a)(2)(B); (5) did not follow the regulations for lease relinquishment found at 30 C.F.R. § 585.435; (6) violated Section 8 of the amended Lease agreement, which states that "[a]ny cancellations are subject to the limitations and protections contained in subsections 5(a)(2)(B) and (C) of the Act (43 U.S.C. § 1334(a)(2)(B) and (C))" and that "[a]ny cancellation or suspension ordered by [BOEM] that is predicated on a threat of serious irreparable, or immediate harm or damage, or on an imminent threat of serious or irreparable harm or damage, requires a finding by [BOEM] of particularized harm that it determines can only be feasibly averted by suspension of on-lease activities," Amend. & Restatement of Renewable Energy Lease OCS-A 0537, § 8 (Jan. 16, 2025); and (7) otherwise failed to comply with OCSLA and its implementing regulations. The adoption of the Settlement Agreement, which provides for the unlawful Lease cancellation, also violates OCSLA and its implementing regulations, and the Agreement provides for compensation in excess of the statutory formula for cancellations and suspensions, in violation of 43 U.S.C. §§ 1334(a)(2)(c) and 1341(d).

The Lease cancellation and Settlement Agreement adversely affect the States' legal interest in the "expeditious and orderly development," 43 U.S.C. § 1332(3), of wind energy on the Outer Continental Shelf. New York and New Jersey have relied on the development of the Lease area as a component of their respective long-term strategies to support grid reliability, energy diversification, and climate goals. Development of the Lease area was crucial to the two States because the addition of offshore wind generation to their energy mix will help to ensure that there is adequate electricity to meet growing demand and that the two States receive electricity from a diverse range of sources, thereby helping to ensure the reliability of their grids and also helping them to meet their statutory climate goals. Other States were also anticipated to benefit from the development of this Lease area. For example, Connecticut, Maine, Massachusetts, Rhode Island, Vermont, and Delaware import energy from New York or New Jersey through high-voltage interconnection in order to meet rising energy demand. The loss of the Lease threatens these States' ability to reliably procure cost-effective energy.

CONCLUSION

The Lease cancellation and Settlement Agreement are causing ongoing harm to the States, requiring the States to take judicial action to compel compliance with OCSLA. Accordingly, pursuant to 43 U.S.C. § 1349(a), today, on July 15, 2026, the States are hereby providing notice of violations of OCSLA and its implementing regulations.

Please contact us if you have any questions or would like to discuss this matter. We declare under penalty of perjury that the foregoing is true and correct.

Sincerely,

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