

on the World Wide Web at: <http://www.osmre.gov>.

PART 936—OKLAHOMA

22. The authority citation for Part 936 continues to read as follows:

Authority: 30 U.S.C. 1201 *et seq.*

§ 936.30 State-Federal cooperative agreement.

The Governor of the State of Oklahoma and the Secretary of the Interior have entered into a cooperative agreement setting forth the responsibilities of each party for the regulation of surface coal mining and reclamation operations on Federal lands in the State. The cooperative agreement became effective on October 11, 1989. The general provisions required in a cooperative agreement are specified under § 745.12. The authority reserved for the Secretary which cannot be delegated to a State is specified under § 745.13. A copy of the full text of the cooperative agreement may be obtained by contacting the Office of Surface Mining Reclamation and Enforcement, Administrative Record Room, 1951 Constitution Avenue, NW., Washington, DC 20240. The full text of the cooperative agreement is also available on the World Wide Web at: <http://www.osmre.gov>.

PART 944—UTAH

23. The authority citation for Part 944 continues to read as follows:

Authority: 30 U.S.C. 1201 *et seq.*

24. § 944.30 is revised as follows:

§ 944.30 State-Federal cooperative agreement.

The Governor of the State of Utah and the Secretary of the Interior have entered into a cooperative agreement setting forth the responsibilities of each party for the regulation of surface coal mining and reclamation operations on Federal lands in the State. The cooperative agreement became effective on April 13, 1987. The general provisions required in a cooperative agreement are specified under § 745.12. The authority reserved for the Secretary which cannot be delegated to a State is specified under § 745.13. A copy of the full text of the cooperative agreement may be obtained by contacting the Office of Surface Mining Reclamation and Enforcement, Administrative Record Room, 1951 Constitution Avenue, NW., Washington, DC 20240. The full text of the cooperative agreement is also available on the World Wide Web at: <http://www.osmre.gov>.

PART 946—VIRGINIA

25. The authority citation for Part 946 continues to read as follows:

Authority: 30 U.S.C. 1201 *et seq.*

26. § 946.30 is revised to read as follows:

§ 946.30 State-Federal cooperative agreement.

The Governor of the State of Virginia and the Secretary of the Interior have entered into a cooperative agreement setting forth the responsibilities of each party for the regulation of surface coal mining and reclamation operations on Federal lands in the State. The cooperative agreement became effective on April 7, 1987. The general provisions required in a cooperative agreement are specified under § 745.12. The authority reserved for the Secretary which cannot be delegated to a State is specified under § 745.13. A copy of the full text of the cooperative agreement may be obtained by contacting the Office of Surface Mining Reclamation and Enforcement, Administrative Record Room, 1951 Constitution Avenue, N.W., Washington, D.C. 20240. The full text of the cooperative agreement is also available on the World Wide Web at: <http://www.osmre.gov>.

PART 948—WEST VIRGINIA

27. The authority citation for Part 948 continues to read as follows:

Authority: 30 U.S.C. 1201 *et seq.*

28. § 948.30 is revised to read as follows:

§ 948.30 State-Federal cooperative agreement.

The Governor of the State of West Virginia and the Secretary of the Interior have entered into a cooperative agreement setting forth the responsibilities of each party for the regulation of surface coal mining and reclamation operations on Federal lands in the State. The cooperative agreement became effective on April 7, 1987. The general provisions required in a cooperative agreement are specified under § 745.12. The authority reserved for the Secretary which cannot be delegated to a State is specified under § 745.13. A copy of the full text of the cooperative agreement may be obtained by contacting the Office of Surface Mining Reclamation and Enforcement, Administrative Record Room, 1951 Constitution Avenue, N.W., Washington, D.C. 20240. The full text of the cooperative agreement is also available on the World Wide Web at: <http://www.osmre.gov>.

PART 950—WYOMING

29. The authority citation for Part 950 continues to read as follows:

Authority: 30 U.S.C. 1201 *et seq.*

30. § 950.20 is revised to read as follows:

§ 950.20 State-Federal cooperative agreement.

The Governor of the State of Wyoming and the Secretary of the Interior have entered into a cooperative agreement setting forth the responsibilities of each party for the regulation of surface coal mining and reclamation operations on Federal lands in the State. The cooperative agreement became effective on January 15, 1987. The general provisions required in a cooperative agreement are specified under § 745.12. The authority reserved for the Secretary which cannot be delegated to a State is specified under § 745.13. A copy of the full text of the cooperative agreement may be obtained by contacting the Office of Surface Mining Reclamation and Enforcement, Administrative Record Room, 1951 Constitution Avenue, N.W., Washington, D.C. 20240. The full text of the cooperative agreement is also available on the World Wide Web at: <http://www.osmre.gov>.

[FR Doc. 96-8189 Filed 4-3-96; 8:45 am]

BILLING CODE 4310-05-M

DEPARTMENT OF DEFENSE

Department of the Army

32 CFR Part 619

Program for Qualifying DOD, Air Freight Forwarders

AGENCY: Military Traffic Management Command, DOD.

ACTION: Proposed rule.

SUMMARY: This action adds qualifications standards for Air Freight Forwarders and establishes a change in the basic agreement between the Military Traffic Management Command and Air Freight Forwarders. The proposal to amend those qualifications, where appropriate, are submitted to be consistent with the Surface Freight Forwarders requirements.

DATES: Comments must be received by May 6, 1996.

ADDRESSES: Headquarters, Military Traffic Management Command, ATTN: MTOP-QQ, 5611 Columbia Pike, Falls Church, VA 22041-5050.

FOR FURTHER INFORMATION CONTACT: Mr. Rick Wirtz, telephone: (703) 681-6393.

SUPPLEMENTARY INFORMATION: Basic information on the Carrier Qualification Program was previously published in the Federal Register, 53 FR 17970, 54 FR 27667, 55 FR 7361, 55 FR 52976 and 56 FR 45895 and 57 FR 11376.

Executive Order 12291

This proposed rule was reviewed under Executive Order 12291 and the Secretary of the Army has classified this action as non major. The effect of the rule on the economy will be less than \$100 million.

Regulatory Flexibility Act

This proposed rule has been reviewed with regard to the requirements of the Regulatory Flexibility Act of 1980 and the Secretary of the Army has certified that this action does not have a significant impact on a substantial number of small entities. The objective of the program is to ensure that DOD obtains safe, dependable, and reliable transportation services. The requirements are not designed to preclude participation by small businesses. Rather, they are part of a mechanism designed to ensure that traffic offered to small businesses does not exceed their capabilities. The program's reporting and record keeping requirements are essentially administrative in nature and do not demand significant expenditures of resources such as personnel, computer equipment, or software. No professional or technical training is necessary to comply with these requirements. Alternatives to facilitate entry of small businesses have been identified and implemented.

Paperwork Reduction Act

This proposed rule is approved by the Office of Management and Budget as required under the requirements of the Paperwork Reduction Act of 1980 (44 U.S.C. 3507).

List of Subjects in 32 CFR Part 619

Shipping, Motor vehicles, Safety, Trucks, Common carriers, Freight.

Accordingly, Part 619 of Title 32 of the Code of Federal Regulations is amended by the following changes:

1. The authority citation for part 619 continues to read as follows:

Authority: 49 U.S.C. 1801–1813, 2503, 2505, and 2509.

2. In § 619.1, the introductory text is amended by revising the first sentence to read as follows:

§ 619.1 Introduction.

Carriers, surface freight forwarders, shipper agents, and air freight forwarders interested in qualifying or

remaining qualified will submit data described in §§ 619.2 through 619.6 to the appropriate area command (Bayonne, NJ or Oakland, CA) based on the location of the carrier's headquarters. * * *

* * * * *

3. Section 619.4, is amended by revising paragraphs (a), (b) introductory text and (b)(5) to read as follows:

§ 619.4 Insurance—Public liability and cargo.

(a) *Public Liability.* Motor carriers, surface freight forwarders, shipper agents and air freight forwarders will submit proof of public liability insurance to MTMC on a certificate of insurance form issued by the insurance company. Expiration dates will not be reflected on the certificate, the policy must be continuous until cancelled. However, the deductible portion will be shown on the certificate. The insurance underwriters must be rated in the Best's Insurance Guide, or listed in the Fiscal Service Treasury Department Circular 570, Listing of Surety Companies. The certificate holder block of the form will indicate that HQMTMC, 5611 Columbia Pike, Falls Church, Virginia 22041–5050, Attn: MT–INFF, will be notified, in writing, 30 days in advanced of any change or cancellation. The public liability requirements are specified in 49 CFR 387.9. Surface freight forwarders and shipper agents will submit proof of \$1 million public liability (death and bodily injury, property damage, and environment restoration).

(b) *Cargo.* Motor common carriers, surface freight forwarders, shipper agents and air freight forwarders must have their insurance company provide a certificate of insurance form. The deductible portion will be shown on the certificate. The insurance underwriter must have a policyholder's rating in the Best's Insurance Guide, listed in the Fiscal Service Treasury Department Circular 570, Listing of Surety Companies or specifically approved by HQMTMC. DOD's minimum cargo insurance requirements are listed below.

* * * * *

(5) Surface freight forwarders, shipper agents and air freight forwarders—\$250,000 per shipment.

4. Section 619.6 is amended by revising the introductory text and paragraph (k) as follows:

§ 619.6 Information.

Motor carriers, surface freight forwarders and shipper agents will provide HQMTMC the following information:

(k) In addition to information contained in (a) through (h) and (o)

above, exempt surface freight forwarders, shipper agents and air freight forwarders must furnish a listing of carriers which they have a contract with and intend to use in the movement of government shipments. Information must include the complete company name, company officials to include their position and title, home office addresses, telephone numbers, 24 hour emergency point of contact for shipment status, and ICC operating authority number of each carrier.

5. Section 619.7 is amended by revising paragraph (d) as follows:

§ 619.7 Performance Bond.

* * * * *

(d) Surface Freight Forwarders, Shipper Agents and Air Freight Forwarders. Due to the volume of traffic handled by these modes and the area normally serviced the bond amount is set at \$100,000.

6. Section 619.8 is revised to read as follows:

§ 619.8 Basic Agreement.

Motor carriers, surface freight forwarders, shipper agents and air freight forwarders meeting the qualification requirements of §§ 619.1 through 619.7 will be required to sign the appropriate Basic Agreement in the appendices to this part.

7. A new Appendix G is added to part 619 of the appendices as follows:

Appendix G to Part 619—Agreement Between the Military Traffic Management Command and Air Freight Forwarders Governing the Transportation of General Commodities for and on Behalf of U.S. Department of Defense

1. The undersigned, who is duly authorized and empowered to act on behalf of

(Name of Forwarder, Typed or Legibly Printed)

hereinafter referred to as the forwarder, as a prerequisite for consideration for participation in the transport of general commodities as an exempt air freight forwarder, for the U.S. Department of Defense (DOD), agree to comply with all requirements, terms and conditions as set forth in this Agreement. Noncompliance with any provisions of this Agreement will be sufficient grounds for immediate revocation of the forwarder's privilege to participate in the movement of DOD freight. For the purpose of this Agreement, an air freight forwarder is defined as a person or company who acts as a common carrier, that is, a carrier which holds itself out

to the general public to provide transportation of property for compensation, assembles and consolidates less-than-truckload freight, as defined in the Instruction for preparation of Department of Defense Standard Tender of Freight Services, MT Form 364-4 (and revisions thereto), Part II, and uses for the whole or any part of the line-haul transportation the services of regulated motor or air carriers, break bulk, and delivers the less-than-truckload freight holding out in its own name and under its own responsibility a through transportation service from point of receipt to destination.

2. Approval and Revocation.

a. Forwarder understands that its initial approval and retention of approval are contingent upon establishing and maintaining, to MTMC's satisfaction, sufficient resources to support its proposed scope of operations and services. Sufficient resources include personnel, facilities, carriers with adequate equipment, and finances to handle the traffic anticipated by DOD/MTMC under the forwarder's proposed scope of operations in accordance with the service requirements of the shipper.

b. The forwarder understands that MTMC may revoke approval at any time upon discovery of grounds for ineligibility or disqualification.

c. In addition to the initial evaluation, the forwarder agrees that it will cooperate with MTMC follow-up evaluations at any time subsequent to signing this Agreement to confirm continued eligibility.

d. The forwarder agrees and certifies that neither the owners, company, corporate officials, nor any affiliation or subsidiary thereof are currently debarred or suspended, disqualified by a MTMC Carrier Review Board (CRB), or placed in non-use by MTMC from doing business with DOD.

3. Transportation Protective Services (TPS).

a. The forwarder agrees and certifies that it will only use carriers approved through the carrier qualification program to perform the applicable TPS and will not use any carrier which does not meet all requirements of this agreement.

b. Exceptions to the provisions of a. above, pertaining to use of TPS carriers only may be approved by MTMC on a case-by-case basis. Approval will be based on MTMC review and approval of a detailed plan by the forwarder detailing their procedures to insure the continuing in-transit security of TPS freight while in possession of non-TPS carriers. Carriers used will otherwise be

fully approved and signatories to this agreement.

c. Forwarder will enter into formal, written agreements with carriers used to transport TPS freight. Agreement will require the carrier to notify the forwarder and MTMC operations center at (703) 681-6125 within two hours of experiencing any unscheduled landing or other emergency involving aircraft transporting TPS freight.

4. Lawful Performance.

a. Forwarder agrees to comply with all applicable federal, state, municipal and other local laws and regulations. No fines, charges, or assessments for overloaded vehicles or other violations of applicable laws and regulations will be passed to, or be paid by any agency of the Federal Government.

b. The forwarder agrees to keep current and on file a list of all carriers to be used in the transport of DOD freight shipments. This list will contain, as a minimum, the company's name, president/vice president's name, operating authority number, corporate office address, telephone number and a designated 24-hour on call point of contact in the event of an accident or emergency situation. MTMC can direct forwarder not to use specific carriers in the movement of DOD freight shipments.

c. The forwarder further agrees and certifies that it will only use carriers that are approved through the carrier qualification program to transport DOD freight, and will not use any carrier that has been debarred, suspended by the Government or which has been placed on non-use or disqualified by MTMC from doing business with the DOD for the movement of any DOD freight shipments.

5. Operations. The forwarder agrees and certifies that it is operating as a forwarder as defined herein. If incorporated, evidence of incorporation, bearing the official seal of the state in which filed, Articles of Incorporation, listing all the officers of the corporation is attached and certified to be true, correct and current.

6. Insurance.

a. The forwarder agrees to maintain a minimum of \$1,000,000 public liability insurance and \$250,000 cargo insurance for loss and damage of Government freight. A copy of the certificate of insurance must be on file with MTMC, ATTN: MTOP-QQ, prior to any performance of service by the forwarder.

b. The insurance, carried in the name of the forwarder, will be in force at all times while this Agreement is in effect or until such time as the forwarder cancels all tenders. The forwarder cancels all tenders. The forwarder

agrees to ensure that the policies include a provision requiring the insurer to notify MTMC prior to any performance of service by the carrier. The certificate holder block of the form will indicate that MTMC, 5611 Columbia Pike, Falls Church, Virginia 22041-5050, ATTN: MTOP-QQ, will be notified in writing, 30 days in advance of any change or cancellation. The deductible portion will be provided on the certificate.

c. The insurance underwriter must have a policy/holder's rating in the Best's Insurance Guide, listed in the Fiscal Service Treasury Department Circular 570, Listing of Surety Companies. Self-Insurance will not be accepted.

7. Performance Bond.

a. Forwarder agrees to provide MTMC with a Performance Bond. The bond secures performance and fulfillment of the forwarder's obligation. It will cover default, abandoned shipments, bankruptcy and procurement costs. The bond will not be utilized for operational problems such as late pick up or delivery, excessive transit time, refusals, no shows, improper or inadequate equipment or claims for lost or damaged cargo. The bond must be issued by a surety company listed in the Fiscal Service, Treasury Department Circular No. 570. The sum of the bond shall be no less than \$100,000. The bond must be completed on the form provided by MTMC and will be continuous until canceled. MTMC will be notified, in writing, 30 days in advance of any change or cancellation. A letter of intent by the surety company is required with the initial application. Upon MTMC approval forwarder will submit the performance bond before the Tender of Service will be accepted.

8. Safety.

a. The forwarder agrees not to use any carrier that has an "unsatisfactory" safety rating with the Federal Highway Administration, Department of Transportation, and if it is an intrastate motor carrier, with the appropriate state agency.

b. Shipments will be delivered in direct service without delay to the destination shown on the Government Bills of Lading unless consignee or consignor directs diversion of the shipment to a new or different destination. Deliveries will be made during the shipper's normal business hours.

c. The forwarder agrees to not divulge any information to unauthorized persons concerning nature and movement of any shipment tendered to it.

d. The forwarder agrees to notify within 24-hours, the consignor and consignee named by the Government Bill of Lading (GBL) or Commercial Bill of Lading (CBL) of cargo loss, damage, or unusual delay. Information reported will include origin/destination, GBL/CBL number, shipping paper information, time and place of occurrence, and other pertinent details. Upon request, the forwarder agrees to ensure MTMC is furnished a copy of accident reports submitted to Department of Transportation on Form MCS 50-T (Property).

e. The forwarder agrees to have in place a company-wide safety management program. Forwarder safety program will comply with applicable Federal, State, and local statutes or requirements. Safety programs at the company-wide or terminal level may be subject to evaluation by DOD representatives. The forwarder further agrees to permit unannounced safety inspections of its facilities, terminals, equipment, employees, and procedures by DOD civilian, military personnel, or DOD contract employees.

9. Reserved.

10. Equipment.

a. The forwarder agrees to ensure, equipment is spotted for loading at the time and place requested. Civil Reserve Air Fleet (CRAF) carriers will be used whenever possible for the movement of DOD freight. The Government reserves the right to reject the utilization of any equipment placed for loading by the forwarder if it does not, upon inspection, meet specifications and requirements for the particular shipment involved (sizes, cube, cleanliness, mechanical condition, etc.).

11. Shipment.

a. Further, the forwarder agrees to not divulge any information to unauthorized persons concerning the nature and movement of any DOD shipment.

12. Documentation.

a. Forwarder agrees to accept Government Bills of Lading on which freight charges will be paid by the Government, and will be bound by the terms and conditions stated thereon.

b. The forwarder agrees to comply with the provisions of documentation prelodging in effect at Military Terminals which cargo is consigned for further movement overseas. (Prelodging is the submission of advance shipment documents that identifies the shipment to the Military Terminals prior to arrival of the cargo at the terminal to permit preparation of the terminal documentation.) Instructions will be provided by the consignees to furnish

certain data at least 24 hours in advance of cargo arrival at the terminal.

13. Loss & Damage.

a. The forwarder agrees to be fully liable for delivery of all cargo in the same condition as received at origin, except loss or damage caused by act of God, public enemy act, omission of shipper, inherent vice or detrimental changes due to nature of commodity, or natural shrinkage. Forwarder agrees to settle promptly, claims for loss or damage. The forwarder also agrees to provide the status of any shipment tendered to them within 24-hours after an inquiry is made.

14. Standard Tender of Service.

a. The forwarder agrees to comply with the preparation and filing instructions and applicable freight traffic rules publications issued by MTMC. Forwarder understands that MTMC will reject tenders not in compliance with these instructions.

b. Forwarder agrees to publish a street address where the company office is located in lieu of a post office box number. Military Traffic Management Command must be advised of any change in address. Failure to do so is grounds to discontinue the use of the forwarder.

c. Forwarder understands that tenders inadvertently accepted and distributed for use and not in compliance with this agreement, the provisions contained in the Standard Tender of Freight Services (MT Form 364-R), or the applicable, MTMC Freight Traffic Rules Publication, and supplements thereof, will be subject to immediate removal or non-use until corrections are made. The issuing forwarder will be advised when tenders are removed under these circumstances.

15. Rates

a. Forwarder agrees to transport Government shipments at its lowest effective charge named in the tender applicable on the commodity transported, whether or not the rate tender is referenced on the GBL.

b. The forwarder agrees to publish through rates guaranteed for at least 30 days. These rates must be filed with TRANSCOM

The forwarder must publish all rates, changes, and accessorial services on a "Department of Defense Standard Tender of Freight Services", MT Form 364-R and must comply with the tender preparation instructions. (Only services annotated with a charge in the tender will be paid by the shipper.)

c. The forwarder agrees to promptly refund all uncontested overcharges to the Government and authorizes the Government to deduct the amount of

overcharges from any amount subsequently found to be due the forwarder.

d. The Government reserves the right to pursue administrative claims directly with forwarders under the Interstate Commerce Act or other authorities.

16. Carrier Performance.

a. Forwarder agrees that its performance, and standards of service will conform with its obligations under Federal, State and local law and regulation as well as with the guidelines found in the Defense Traffic Management Regulation (DTMR) and this Agreement. The forwarder fully understands its obligation to remain current in its knowledge of service standards. The forwarder accepts the Government's right to revoke declare ineligible, non-use, or disqualify the carrier for unsatisfactory service for any operating deficiency, noncompliance with terms of this Agreement or terms of any negotiated agreements, tariffs, tenders, bills of lading or similar arrangements, tariffs, tenders, bills of lading or similar arrangements determining the relationship of the parties, or for the publication or assessment of unreasonable rates, charges, rules, descriptions, classifications, practices, or other unreasonable provisions of tariffs and tenders. Rules governing the Carrier Performance Program are found in MTMC Regulation 15-1, and Army Regulation 5 5-355, DTMR. If a forwarder is removed or disqualified for 6 months or more, it will have to re-qualify.

b. Failure or nonperformance by the forwarder with any of the terms or conditions of service will constitute a breach of this Agreement. Government reserves the right to disqualify the forwarder for unsatisfactory service until such time as the forwarder establishes to the satisfaction of DOD that the operating or other deficiency(s) has been corrected.

17. General Provisions. That the forwarder must have a valid Standard Carrier Alpha Code (SCAC) and use it on all DOD billing documents to identify the forwarder. When a company holding the appropriate authority has operating divisions each with its own unique SCAC, each such division is required to execute a separate agreement with MTMC governing the transportation of protected commodities.

18. Terms of the Agreement.

a. The terms of this Agreement will be applicable to each shipment.

b. This Agreement shall be effective the date of acknowledgement by the Military Traffic Management Command,

until terminated upon receipt of written notice by either party.

c. Nothing in this Agreement will be construed as a guarantee by the Government of any particular volume of traffic.

d. The forwarder agrees to immediately notify MTMC of any changes in ownership, in affiliations, executive officers, and/or board members and forwarder name. Forwarder understands that failure to notify MTMC shall be grounds for immediate revocation of the forwarder's approval and their participation the movement of DOD freight.

19. Additional Specialized Requirements. The terms of this Agreement will not prevent different or additional requirements with respect to negotiated agreements or added requirements for other types of service and/or commodities.

20. Inquiries. Inquiries may be referred to Commander, Military Traffic Management Command, Attention: MTOP-QQ, 5611 Columbia Pike, Falls Church, Virginia 22041-5050.

21. Forwarder Acknowledgment and acceptance.

a. The undersigned forwarder official, by affixing signature hereto, states that he has read and understands the general and specific terms and condition of service outlined and agrees to provide service in accordance with such terms or conditions. Any information found to be falsely represented in the Qualification Form the attachments or during the qualification procedures, to include additional requirements of this Agreement, shall be grounds for automatic revocation of this Agreement and immediate non-use of the forwarder, the affiliated companies, division and entities.

Forwarder's Acknowledgment/ Acceptance:

I, _____,
(Typed name and title of forwarder official) verify under penalty of perjury under the laws of the United States of America, that the information contained in the forwarder qualification application packet and this Agreement is true, correct and complete. If representing a company or organization, I certify that I am qualified and authorized to offer this information. I know that willful misstatements or omissions of material facts constitute Federal criminal violations punishable under 18 U.S.C. 1001 by up to 5 year's imprisonment and fines up to \$10,000 for each offense, or punishable as perjury under 18 U.S.C. 1621 by fines up to \$2,000 or imprisonment up to 5 years for each offense. Further I understand the requirements of this Agreement and on behalf of

(Typed name of forwarder)

comply with the terms and conditions contained herein.

Signature of Forwarder Official and Title _____

Date: _____

Forwarder Address: _____

Telephone Number: _____

24-hr Emergency Number: _____

Military Traffic Management Command
Acknowledgment/Acceptance

Signature: _____

Title: _____

Date Approved: _____

Gregory D. Showalter,

Army Federal Register Liaison Officer.

[FR Doc. 96-8094 Filed 4-3-96; 8:45 am]

BILLING CODE 3710-08-M

DEPARTMENT OF AGRICULTURE

Forest Service

36 CFR Part 242

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

50 CFR Part 100

RIN 1018-AD68

Subsistence Management Regulations for Public Lands in Alaska, Identification of Waters Subject to Subsistence Priority Regulation and Expansion of the Federal Subsistence Program and the Federal Subsistence Board's Authority

AGENCY: Forest Service, USDA; Fish and Wildlife Service, Interior.

ACTION: Advance notice of proposed rulemaking.

SUMMARY: The Departments of Agriculture and the Interior give notice of their intention to amend the scope and applicability of the Federal subsistence program in Alaska to include subsistence activities occurring on inland navigable waters in which the United States has a reserved water right and to identify specific Federal land units where reserved water rights exist. The amendments being considered also would extend the Federal Subsistence Board's management to all Federal lands selected under the Alaska Native Claims Settlement Act or the Alaska Statehood Act and situated within the boundaries of a Conservation System Unit, National Recreation Area, National Conservation Area, or any new national forest or forest addition, until conveyed to the State of Alaska or an Alaska Native

Corporation, as required by ANILCA. In addition, the rule amendments being considered would unambiguously delegate to the Federal Subsistence Board the authority to determine when hunting, fishing or trapping activities taking place in Alaska off the public lands interfere with the subsistence priority on the public lands to such an extent as to result in a failure to provide the subsistence priority and to take action to restrict or eliminate the interference. The Departments also are considering whether to provide the Federal Subsistence Board with authority to investigate and make recommendations to the Secretaries regarding the possible existence of additional Federal reservations, Federal reserved water rights or other Federal interests, including those which attach to lands in which the United States has less than fee ownership. The regulatory amendments being considered would conform the Federal subsistence management regulations to the court decree issued in *State of Alaska v. Babbitt*, 72 F.3d 698 (9th Cir. 1995). This advance notice of proposed rulemaking also is in response to the Petitions for Rulemaking submitted by the Northwest Arctic Regional Council *et al.* on April 12, 1994, and the Mentasta Village Council, *et al.* on July 15, 1993.

DATES: Written public comment is invited and will be considered in the development of a proposed rule. Comments on this advance notice of proposed rulemaking and proposals for changes to the preliminary regulatory text must be received no later than June 14, 1996 to be considered.

ADDRESSES: Any comments concerning this notice, including sections regarding conformance with statutory and regulatory authorities and the preliminary regulatory text included with it may be sent to Mitch Demientieff, Chairman, Federal Subsistence Board, c/o Thomas H. Boyd, Office of Subsistence Management, U.S. Fish and Wildlife Service, 1011 E. Tudor Road, Anchorage, Alaska, 99503.

FOR FURTHER INFORMATION CONTACT:

Thomas H. Boyd, Office of Subsistence Management, U.S. Fish and Wildlife Service, 1011 E. Tudor Road, Anchorage, Alaska, 99503; telephone (907) 786-3888. For questions specific to National Forest System lands, contact Ken Thompson, Assistant Director, Subsistence, Forest Service, Alaska Region, P.O. Box 21638, Juneau, Alaska 99802-1628; telephone (907) 586-7921.