

Unit, Gateway National Recreation Area, New York, for a period of ten (10) years.

EFFECTIVE DATE: October 10, 1997.

ADDRESSES: Interested parties should contact National Park Service, Senior Concession Program Manager, Concession Management Program, New England System Support Office, 15 State Street, Boston, MA 02109-3572, to obtain a copy of the prospectus describing the requirements of the proposed contract.

SUPPLEMENTARY INFORMATION: This contract has been determined to be categorically excluded from the procedural provisions of the National Environmental Policy Act and no environmental document will be prepared.

The existing concessioner has performed its obligations to the satisfaction of the Secretary under an existing contract which expired by limitation of time, and therefore pursuant to the provisions of Section 5 of the Act of October 9, 1965 (79 Stat. 969; 16 U.S.C. § 20), is entitled to be given preference in the renewal of the contract and in the negotiation of a new contract, providing that the existing concessioner submits a responsive offer (a timely offer which meets the terms and conditions of the Prospectus). This means that the contract will be awarded to the party submitting the best offer, provided that if the best offer was not submitted by the existing concessioner, then the existing concessioner will be afforded the opportunity to match the best offer. If the existing concessioner agrees to match the best offer, then the contract will be awarded to the existing concessioner.

If the existing concessioner does not submit a responsive offer, the right of preference in renewal shall be considered to have been waived, and the contract will then be awarded to the party that has submitted the best responsive offer.

The Secretary will consider and evaluate all proposals received as a result of this notice. Any proposal, including that of the existing concessioner, must be received by the Senior Concession Program Manager, Concession Management Program, not later than the sixtieth (60th) day following publication of this notice to be considered and evaluated.

Dated: July 28, 1997.

Chrysandra L. Walter,
Acting Field Director, Northeast Field Area.
[FR Doc. 97-21128 Filed 8-8-97; 8:45 am]

BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Response to Public Comments on NPS-48

AGENCY: National Park Service, Interior.

ACTION: Response to public comments on NPS-48.

SUMMARY: On February 20, 1997, the National Park Service (NPS) published for additional public comment its staff manual (NPS-48) dealing with the administration of concession contracts and permits. On March 27, 1997, NPS extended the due date for receipt of comments through April 8, 1997. On May 29, 1997, NPS requested public comment on certain proposed amendments and clarifications to NPS-48. This notice responds to the comments received in response to these notices and, after due consideration of public comment, makes certain amendments and clarifications to NPS-48.

EFFECTIVE DATE: September 10, 1997, except as otherwise noted.

FOR FURTHER INFORMATION CONTACT: Robert Yearout, Program Manager, Concessions Program, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.

SUPPLEMENTARY INFORMATION: NPS-48 was developed by NPS during the 1980's as an agency staff manual for the management of NPS concession contract matters. As such, notice of it generally was not initially published in the **Federal Register**. (Certain portions of NPS-48 as a matter of policy were adopted by NPS after a notice and comment period.) Inasmuch as NPS is considering making major changes to NPS-48 and its legal status has been a subject of two recent federal court decisions, NPS determined to solicit and consider additional public comments on it. However, NPS notes that NPS-48 is an agency staff manual and as such is not required to be published in the **Federal Register** pursuant to 5 U.S.C. § 552 nor promulgated as a rule after public notice and comment pursuant to 5 U.S.C. § 553. In addition, NPS notes that the rulemaking requirements of 5 U.S.C. § 553, even if otherwise applicable to an agency staff manual such as NPS-48, are expressly not applicable to matters relating to agency management or personnel or to public property, loans, grants, benefits or contracts. NPS-48, as a matter concerning the administration of public property and contracts, falls within this exemption to the extent it

may be considered a rule or regulation within the meaning of 5 U.S.C. § 553.

NPS received nine comments on NPS-48 in response to the February 20, 1997, request for comments and two comments in response to the May 29, 1997, request for comments. With respect to the first category, seven of the nine comments were submitted by existing NPS concessioners, one was submitted by an organization representing NPS concessioners, and one was submitted by a certified public accounting firm on behalf of a concessioner. No comments from the general public were received. With respect to the second category, comments were received only from the organization representing concessioners and an attorney representing a concessioner.

Several of the comments received from these notices concerned matters which were not within the scope of the requests for comments. These comments are not discussed in this notice.

Analysis of Comments in Response to the February 20, 1997, Public Notice

1. Conformance With Revised Regulations

One commenter pointed out that the concession contracting regulations (36 CFR, Part 51) included in NPS-48 are not the most recent version of these regulations, which were amended effective October 5, 1992. NPS agrees that the copy of the regulations contained in NPS-48 is outdated, and hereby deletes the old regulations and incorporates the revised regulations in NPS-48. NPS further notes that in the event of any conflict between these revised regulations and any guidance contained in NPS-48, the revised regulations will prevail.

2. Private Enterprise Outside of Park Policy

One commenter expressed concern that NPS and others could interpret too narrowly its policy of not developing concession facilities within the park if adequate facilities exist "or can feasibly be developed by private enterprise" outside park boundaries. NPS considers that NPS-48 provides adequate guidance in this regard.

3. Concessioner Participation in Planning

One commenter felt that concessioner input into NPS planning efforts should be expanded. Present procedures limit concessioner input to "assistance in basic data collection and review as a member of the public." This commenter suggests that concessioners should be

granted "interested party status" in this regard. NPS recognizes that concessioners can make important contributions to park planning efforts. However, the very nature of the contractual relationship between NPS and its concessioners is such that NPS must exercise caution to avoid perceived conflicts of interest in park planning decisions. NPS is sensitive to concerns raised by members of the public during the planning process, and does not agree that categorization as "a member of the public" in any way demeans the concessioner's input into the planning process.

4. Term of Contracts

Two commenters agreed that the term of concession contracts should continue to be based on the investment required. However, they suggested that NPS also should consider a requirement for substantial depreciation or amortization as justification for a longer contract term. One commenter felt that the length of a contract term should not be judged solely by investment, because longer term contracts enhance continuity and consistency of service to park visitors.

NPS believes that the goals of continuity and consistency of service are adequate by NPS-48 guidelines and applicable law and regulations. NPS does not agree that longer term contracts are necessary to achieve these goals. NPS believes that the term of concession contracts should continue to be based primarily on the investment required.

5. Contract Extensions

One commenter stated that longer-term extensions for expired concession contracts should be considered in lieu of year-to-year extensions, because 1-year extensions may not adequately protect the concessioner's investment in needed major repairs or improvements. Two other commenters objected to the NPS use of interim letters of authorization in lieu of formal contract extensions or timely contract renewals. Although NPS-48 provides for contract extensions with terms of up to 2 years, NPS, as a matter of practice, has been authorizing continuation of concession services with 1-year interim letters of authorization over the past several years. NPS does not consider that changes to NPS-48 are warranted in this regard.

6. Facility Design and Construction

One commenter felt that NPS review of design and construction projects has become too detailed, sometimes extending to the selection of furniture, carpeting, draperies, and color

selections. NPS considers that, although there may have been specific instances where NPS has become unduly involved in such matters, the general guidance of NPS-48 in this connection is appropriate.

7. Cooperating Associations

Three commenters felt that cooperating associations which were established for interpretive and educational purposes have been permitted to move into sales areas directly competitive with concessioners who have clear contract rights. NPS will continue to review any situation where a concessioner feels this has occurred on a case-by-case basis. However, the guidance in NPS-48 in this connection is considered appropriate.

8. Rate Approval

Three commenters felt that the current rate approval processes followed by NPS are cumbersome, outdated, and too detailed. NPS believes that the present methodology is adequate. However, NPS is also considering the possibility of generally revising its rate approval program. If such a proposal is made, it will be published for public comment in the **Federal Register**.

9. Concessioner Review Program

One commenter felt that the current program is too detailed and time-consuming. Two other commenters expressed concern about the requirements of the review program and felt that these requirements should be implemented by NPS personnel who understand the concessioner's operation. NPS considers that the present guidance of NPS-48 provides an appropriate program in this regard. However, NPS is also considering a major revision to its review program guidelines. If such a proposal is made, it will be published for public comment in the **Federal Register**.

Another commenter pointed out that a conflict exists between NPS-48 and the revised regulations (36 CFR § 51.5) concerning the disposition of unsatisfactory and marginal ratings. NPS-48 states that if a concessioner receives an annual overall rating of "unsatisfactory" in any year of the contract term or "marginal" for any 2 consecutive years, then the concessioner is not entitled to a right of preference in the renewal of its contract. The regulations at 36 CFR § 51.5(a) limit the loss of a concessioner's right of preference in contract renewal to the last year (for "unsatisfactory" ratings) or the last 2 years (for "marginal" ratings) prior to issuance of a prospectus. NPS requested public comment on this issue

on May 29, 1997, and after having considered all comments received, agrees that the regulations and guidelines are in conflict on this point, and hereby clarifies NPS-48 to include the language of the regulation at 36 CFR § 51.5(a).

10. Franchise Fee Renegotiation

Three commenters suggested the elimination of the five-year franchise fee reconsideration, or the use of a different approach to fee increases during the term of the contract. NPS is required, by law (16 U.S.C. 20(d)), to reconsider the franchise fees at least every 5 years during the term of a contract. Accordingly, the requirement cannot be eliminated. NPS also notes that the substance of the NPS franchise fee reconsideration process was established through adoption of the NPS standard language concession contract after solicitation and consideration of public comments.

11. Handcrafts, Gifts and Merchandise

One commenter reacted favorably to the overall direction taken by NPS in the development of thematic merchandising in parks, but cautioned that NPS should also allow for the selection of some merchandise customarily sold in similar theme-oriented retail outlets outside the park. It is important to note that the thematic approach referred to is being taken by NPS on a case-by-case basis as contracts are renewed, and is not specifically required by NPS-48. NPS is presently considering the possibility of making revisions to the handcraft, gift and merchandising guidance of NPS-48, which it expects to publish for comment within the next year. In the interim, NPS considers it appropriate to continue the current guidance of NPS-48.

12. Deposits for Advance Reservations

One commenter pointed out that one provision in NPS-48 requires that rates in effect at the time of a deposit should apply to all or a portion of the visitor stay, even though there may have been a price increase (Chapter 29, D.2.b.), and that this conflicts with another provision in NPS-48 which allows concessioners to charge the increased rates so long as individuals making advance reservations are notified that rates are subject to change and are not guaranteed by the deposit (Chapter 29, D.1.c.(1)). NPS, after proposing an amendment to NPS-48 in this regard on May 29, 1997, and having considered all public comments received, agrees that these provisions are in conflict and hereby adopts a provision allowing

concessioners to charge increased rates if individuals making reservations are notified that rates are subject to change and not guaranteed by the deposit. Chapter 29 of NPS-48 is hereby amended by deleting subsection D.2.b.

13. Advertising and Informational Literature

One commenter felt that general, and not detailed guidelines, should be issued with regard to NPS review of concessioner advertising and informational literature. NPS considers that the current guidance of NPS-48 in this regard provides adequate flexibility with respect to necessary review of advertising and informational literature.

14. NPS Concession Employee Training

One commenter commended NPS for including selected concessioners, their employees and others to assist in providing training to NPS concession employees.

15. Applicability of Related NPS Guidelines

One commenter stated that references to other NPS guidelines should be deleted from NPS-48, as these other guidelines have not been subject to a public review process. NPS believes that the references contained in NPS-48 to other NPS staff manuals are necessary to portray the concession program in its proper context within the overall NPS organization and are, therefore, appropriate.

16. Exemption of Handcraft Sales from Franchise Fee Calculation

Three commenters requested that the exemption of handcraft sales from franchise fee calculations be reinstated. NPS published for comment a notice of its intention to eliminate this exemption in the **Federal Register** on January 17, 1995, and again on July 20, 1995. 23 comments were received in response to those notices. The NPS analysis of those comments and final decision to eliminate the exemption were published in the **Federal Register** on April 26, 1996. NPS finds no new arguments in the 2 comments received that would persuade it to change its position on this matter.

17. Standard Language Concession Contract

Two commenters objected to revisions made by NPS in its standard concession contract language in 1993. Specific objections included changes in possessory interest compensation and compensation for equipment, requiring the concessioner to acknowledge the reasonable opportunity to realize a

profit on its operations, requiring the concessioner to acknowledge maintenance and operating plans which can be unilaterally changed by NPS, and ability of NPS to modify contract terms as a condition to the approval of a sale or transfer.

NPS published for comment a notice proposing changes to the standard concession contract language on September 3, 1992. 61 comments were received in response to that notice. The NPS analysis of those comments and final standard contract language were published in the **Federal Register** on January 7, 1993. NPS finds no new arguments in the comments received that would persuade it to change its position on these matters.

Response to Comments Received Pursuant to the May 29, 1997, Request for Comments

1. Franchise Fee Waivers

NPS, on May 29, 1997, proposed clarifying NPS-48 with respect to waiver of franchise fees. In this regard, Chapter 24, section 5.i. of NPS-48 authorizes waiver of NPS concession contract franchise fees in certain circumstances. However, NPS-48 fails to expressly note that as a matter of law such waivers are permissible only where the concession contract or permit in question contains an express provision authorizing such a waiver or in other special circumstances as discussed below. Decision of the Comptroller General, April 11, 1944 (B-40226). In addition, NPS proposed to clarify NPS-48 to state more explicitly that the waiver provisions of NPS-48 apply only to waiver of franchise fees (where an express contract provision so authorizes), not to any other financial obligations of a concessioner set forth in an NPS concession contract or permit. Two comments were received on this proposal. One was from an attorney representing an NPS concessioner. He took the position, among others, that the 1944 Comptroller General opinion cited by NPS is no longer valid law (also noting that the opinion is unpublished) and that it is inconsistent with the Concessions Policies Act of 1965 (16 U.S.C. § 20 *et. seq.*) (the "Act").

NPS first notes that the conclusions of this unpublished Comptroller General opinion were subsequently affirmed by the Comptroller General in 34 Comp. Gen. 207 (1954).

In any event, it is a matter of settled law that in the absence of a statute specifically so providing, no officer of the federal government has authority to give away or surrender (without adequate consideration) a right vested in

or acquired by the government under a contract. 14 Comp. Gen. 897, 900; 15 Comp. Gen. 25; 20 Comp. Gen. 703; 22 Comp. Gen. 260. This basis for this rule is set forth as follows in *Columbus Ry. Power & L. Co. v. Columbus*, 249 U.S. 399, 412 (1919):

It certainly was not intended to question the principle, frequently declared in decisions of this court, that if a party charges himself with an obligation to be performed, he must abide by it unless performance is rendered impossible by an act of God, the law, or other third party. Unforeseen difficulties will not excuse performance. Where the parties have made no provision for a dispensation, the terms of the contract must prevail. (Citations omitted).

This legal doctrine has been applied to NPS concession contracts by the Comptroller General on a number of other occasions in addition to B-40226 cited above. 23 Comp. Gen. 811 (1944); 40 Comp. Gen. 234, 239 (1960); and 58 Comp. Gen. 7 (1978). This latter decision, issued long after the passage of the Act, reiterates that it is a "well established rule that, without a compensating benefit to the United States, Government agents and officers have no authority to dispose of the money or property of the United States, to modify existing contracts, or to surrender or waive vested rights," 58 *id.* 7, citing *Christine v. United States*, 237 U.S. 234 (1915) and *Pacific Hardware v. United States*, 49 Ct. Cl. 327, 335, 337 (1914).

The commenter also notes a series of decisions and other supporting materials which indicate that impossibility or impracticability may operate to discharge a contractual duty under a contract as a matter of law. For example, the commenter states, this doctrine may excuse performance by a contractor in circumstances occasioned by acts of God, acts of third parties, "or in cases of war, embargo, or the like." In light of this comment, NPS has further clarified NPS-48 with respect to waiver of franchise fees by modifying the first sentence of its proposed clarification of NPS-48 regarding waiver of franchise fees to state as follows:

Franchise fee waivers as a matter of law are only permissible under this section or otherwise where the concession contract contains an express provision which authorizes such a waiver or where payment of franchise fees by a concessioner is otherwise excused by operation of law.

In this connection, NPS concession contracts entered into prior to 1979 generally contain a franchise fee waiver provision. NPS concession contracts

entered into thereafter generally do not. NPS acknowledges that in the past it may have waived franchise fees in circumstances where no express waiver provision was contained in the contract. Such waivers, however, may have been appropriate because payment of the franchise fee was excused by operation of law as discussed above. Any other waivers which may have been granted in the absence of an express contract franchise fee waiver provision were unauthorized for the reasons stated above.

The commenter also argues that the Act mandates that franchise fee waivers be granted to NPS concessioners. NPS does not consider that this is the case. The Act makes no reference to any authority or requirement regarding waivers of concession franchise fees.

The commenter argues that 16 U.S.C. § 20b(b) requires that NPS waive franchise fees if necessary in order for the concessioner to have a reasonable opportunity for profit. However, 16 U.S.C. § 20b(b) states as follows in its entirety:

The Secretary shall exercise *his authority hereunder* in a manner consistent with a reasonable opportunity for the concessioner to realize a profit on his operation as a whole commensurate with the capital invested and the obligations assumed. (Emphasis added.)

The Act makes no mention of any NPS authority to waive franchise fees nor does it expressly authorize NPS to include a franchise waiver provision in concession contracts. This is in pointed contrast to the Act's express requirements regarding franchise fee reconsideration provisions. The Act expressly discusses NPS authority regarding the alteration of franchise fees during the term of a concession contract. It requires that NPS include in concession contracts provisions for reconsideration of franchise fees at least every five years unless the contract is for a shorter period of time. Waiver of franchise fees is not mentioned. (Such reconsideration provisions are contained in all NPS concession contracts with a term of more than five years.)

An organization which represents concessioners also commented on the NPS-48 franchise fee waiver clarification. This organization suggested that NPS should include in NPS concession contracts a provision which would allow waiver of franchise fees and other concessioner payments to the government. NPS does not consider this to be necessary or appropriate in light of the franchise fee reconsideration provisions contained in NPS concession contracts as required by the Act. The

commenter also suggested that the Act should be interpreted to allow waiver of franchise fees in circumstances which precluded the concessioner, "through no fault of his, from having a reasonable opportunity to realize a profit, such as acts of God or government closures." NPS considers that the further clarification to NPS-48 discussed above accommodates this concern to the extent appropriate.

Neither of the commenters expressly objected to the clarification to NPS-48 regarding the fact that its franchise fee waiver provisions only apply to waiver of franchise fees and not to waiver of any other financial obligations established by a concession contract. However, the comment from the attorney representing a particular concessioner implied that an obligation of a concessioner to deposit a percentage of the concessioner's gross receipts in an account to be used by the concessioner to make concessioner improvements constitutes a franchise fee obligation. This is not the case. All NPS concession contracts clearly distinguish between payment of franchise fees and other financial obligations a contract may impose, including deposits into capital improvement accounts. The provisions of NPS-48 concerning waiver of franchise fees apply only to waiver of franchise fees owed the United States by a concessioner and denominated as such by the terms of the concession contract in question. To the extent that NPS in the past may have waived the payment of other financial obligations by a concessioner, such waivers were unauthorized unless made pursuant to a specific contract waiver provision regarding such financial obligations or were otherwise required by operation of law.

2. Food Service Sanitation Program

In its May 29, 1997, "Federal Register" notice, NPS proposed to amend Chapter 21, Standard 1, of NPS-48 with respect to its Food Code guidelines to conform them to the revised "Food Code" issued by the U.S. Public Health Service. One commenter objected to this proposal and expressed concerns about the new rating system for the Food Service Sanitation Inspection Report, its use in the Concessioner's Operational Performance Rating, and the proposed implications on the concessioner's right of preference in the renewal of its contract. This commenter feels that there would be too much subjectivity involved in determining a "critical item" and believes that if a Sanitation Inspector decides that an imminent health hazard

exists, the concessioner's right of preference in the renewal of its contract would be jeopardized. NPS disagrees. Both "critical items" and "imminent health hazards" are defined in the U.S. Public Health Service Food Code. They are not determinations that are made subjectively by inspectors in the field. NPS notes that a concessioner's right of preference in renewal would only be affected if the concessioner is found "unsatisfactory" in the *last year* or "marginal" in the *last two years* of its contract.

This commenter suggests that if NPS is firm on this system, then a workable and fair appeal procedure needs to be outlined and included in the amendments. NPS believes that an adequate appeal procedure exists. Concessioners have the same appeal rights that currently exist in the Concessioner Review Program. Concessioners may appeal their annual overall rating to the Regional Director. As indicated below, Annex 1 ("Compliance and Enforcement") of the Food Code is not being adopted by NPS.

The commenter further suggests that the numerical rating assigned should stand on its own, and feels that the system established for converting the rating could result in a rating with which the superintendent may not agree. NPS recognizes that the system established for converting the rating is imperfect. However, numeric ratings must be converted since the concessioner's Annual Overall Rating for operational performance (including public health and safety reports) is established as "satisfactory," "marginal" or "unsatisfactory." Other conversion or rating systems were considered, but all had certain drawbacks that adversely affected either the small or large operator. NPS believes that the system devised provides sufficient flexibility, and is fair and objective. Further, NPS does not feel that this proposal will require a superintendent to give a concessioner a rating that he or she deems less than appropriate. The superintendent, with justification, may adjust the Operational Performance Rating on the NPS Concessioner Annual Overall Rating. This process is no different than the one that currently exists.

Amendments and Clarifications to NPS-48

For the reasons discussed above, NPS-48 is hereby amended and clarified as follows:

1. Chapter 5, Subsection B.2., of NPS-48 is amended by deleting the former text of 36 CFR part 51, and replacing it

with the text of 36 CFR, part 51, as revised on October 5, 1992.

2. Chapter 19 of NPS-48 is amended by deleting the first sentence of subsection G and replacing it with the following two sentences:

When a concessioner's Annual Overall Rating is Unsatisfactory for a year, or Marginal for two consecutive years, it constitutes grounds for termination of the contract/permit. Further, if a concessioner receives an annual overall rating of Unsatisfactory during the last year prior to issuance of a prospectus, or an annual overall rating of Marginal during the 2 years prior to issuance of a prospectus, then the concessioner is not entitled to a right of preference in the renewal of its contract or permit.

3. Chapter 24 of NPS-48 is clarified, effective immediately as a matter of law, by adding the following two sentences to the end of the first paragraph of section 5.1.:

Franchise fee waivers are only permissible under this section or otherwise where the concession contract or permit in question contains an express provision which authorizes such a waiver or when payment of franchise fees is otherwise excused by operation of law. In addition, even in circumstances where a concession contract or permit contains such an express franchise fee waiver provision, such waiver authority applies only to payment of franchise fees; it does not apply to any other financial or other obligations a concessioner may have under the terms of a concession contract or permit unless the contract or permit in question expressly so states.

3. Chapter 29 of NPS-48 is amended by deleting subsection D.2.b.

4. Chapter 21, Standard 1, of NPS-48 is amended, effective immediately, by deleting existing Standard 1 and replacing it with a new Standard 1 conforming with the revised "Food Code" (exclusive of Annex 1 thereto) issued by the United States Public Health Service in 1993. Copies of the revised Standard 1 are available upon request.

All other portions of NPS-48 remain in effect.

Dated: July 24, 1997.

Dale Wilking,

Associate Director, Park Operations and Education.

[FR Doc. 97-21080 Filed 8-8-97; 8:45 am]

BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Booker T. Washington National Monument General Management Plan Public Meeting and Intent to Publish an Environmental Impact Statement

AGENCY: National Park Service. Interior.

ACTION: Notice of meeting/open house and notice of intent to publish environmental impact statement.

SUMMARY: This notice announces an upcoming scoping meeting and open house for the Booker T. Washington National Monument General Management Plan and the intent to publish an environmental impact statement in association with the general management plan.

Public Meeting Dates and Times: Monday, August 18, 1997 from 7:00-9:00 p.m.

Address: Trinity Ecumenical Parish, 40 Lake Mount Drive, Moneta, VA 24121.

Public Meeting Dates and Times: Wednesday, October 8, 1997 from 7:00-9:00 p.m.

Address: Rocky Mount, VA 24151. Location To Be Announced.

Open House Dates and Times:

Tuesday, August 19, 1997 from 9:00 a.m.-1:00 p.m.

Thursday, October 9, 1997 from 9:00 a.m.-1:00 p.m.

Address: Booker T. Washington NM Visitor Center, 12130 Booker T. Washington Highway, Hardy, VA 24101.

The purpose of the meeting and open house is to describe the general management planning effort beginning for Booker T. Washington National Monument and to solicit public concerns about the future management of the park. The agenda for the open house consists of an overview of the project and an open discussion of citizen concerns.

We encourage all who have an interest in the park's future to attend or contact the park Superintendent by letter or telephone. Minutes of the meeting will be available for public review four weeks after the meeting at the Visitor Center.

FOR FURTHER INFORMATION CONTACT:

Superintendent, Booker T. Washington National Monument, 12130 Booker T. Washington Highway, Hardy, VA 24101, (540) 721-2094.

Dated: July 23, 1997.

Fred Herling,

Outdoor Recreation Planner, Chesapeake/Allegheny System Support Office, Stewardship & Partnerships Team.

[FR Doc. 97-21130 Filed 8-8-97; 8:45 am]

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DEPARTMENT OF THE INTERIOR

National Park Service

Golden Gate National Recreation Area and Point Reyes National Seashore Advisory Commission; Notice of Meeting Cancellation

Notice is hereby given in accordance with the Federal Advisory Committee Act that the meeting of the Golden Gate National Recreation Area and Point Reyes National Seashore Advisory Commission previously scheduled for Wednesday, August 13, 1997 in San Francisco will be cancelled.

The Advisory Commission was established by Public Law 92-589 to provide for the free exchange of ideas between the National Park Service and the public and to facilitate the solicitation of advice or other counsel from members of the public on problems pertinent to the National Park Service systems in Marin, San Francisco and San Mateo Counties.

Members of the Commission are as follows:

Mr. Richard Bartke, Chairman
Ms. Naomi T. Gray
Mr. Michael Alexander
Ms. Lennie Roberts
Ms. Sonia Bolaños
Mr. Redmond Kernan
Mr. Merritt Robinson
Mr. John J. Spring
Mr. Joseph Williams
Ms. Amy Meyer, Vice Chair
Dr. Howard Cogswell
Mr. Jerry Friedman
Ms. Yvonne Lee
Mr. Trent Orr
Ms. Jacqueline Young
Mr. R.H. Sciaroni
Dr. Edgar Wayburn
Mr. Mel Lane

Dated: July 31, 1997.

Len McKenzie,

General Superintendent, Golden Gate National Recreation Area.

[FR Doc. 97-21129 Filed 8-8-97; 8:45 am]

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