be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Jean Sonneman,

Acting Information Collection Clearance Officer.

[FR Doc. 2010–12707 Filed 5–25–10; 8:45 am]

BILLING CODE 4310–84–P

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts; Implementation of Alternate Valuation Formula for Leasehold Surrender Interest in the Signal Mountain Lodge and Leek's Marina Proposed Concession Contract, Grand Teton National Park

AGENCY: National Park Service; Interior.

ACTION: Notice.

SUMMARY: The National Park Service (NPS), by notice in the **Federal Register** dated February 1, 2010, invited public comments on a proposed alternative formula for the valuation of leasehold surrender interest (LSI) pursuant to authority contained in Public Law 105–391 enacted in 1998 (the 1998 Act) to be included in its proposed concession contract GRTE003–11 for operation of the Signal Mountain Lodge and Leeks Marina at Grand Teton National Park (new contract). NPS invites further public comment in the proposed LSI alternative.

DATES: Public comments will be accepted on or before June 25, 2010.

ADDRESSES: Send comments to Ms. Jo Pendry, Chief, Commercial Services Program, National Park Service, 1201 Eye Street, NW., 11th Floor, Washington, DC 20005, or via e-mail at *jo_pendry@nps.gov* or via fax at 202–371–2090.

FOR FURTHER INFORMATION CONTACT: Jo Pendry, Chief Commercial Services Program, 202–513–7156.

SUPPLEMENTARY INFORMATION: Public comments received in response to the February 1, 2010, **Federal Register** notice regarding the proposed LSI alternative expressed concerns, among other matters, that the notice did not contain a sufficient explanation of the relationship of the proposed LSI alternative to the objectives of providing a fair return to the government and fostering competition for the new contract. For this reason, NPS considers it appropriate to provide a further opportunity for public comment on the proposed LSI alternative. Although NPS, among other matters, is considering the possibility of changing the currently proposed LSI provisions of the new contract with respect to the treatment of fixtures for LSI purposes, the NPS will not make a final administrative decision in regard to the proposed LSI alternative until after full consideration of all public comments received in response to both this and the February 1, 2010, **Federal Register** notice. The submission date for proposals for the new contract has been extended to August 10, 2010, by notice in FedBizOpps (*FedBizOpps.gov*) under Solicitation No. GRTE003–11 published on April 29, 2010.

The standard formula for LSI value for applicable improvements provided by a concessioner under a National Park Service concession contract as defined in 36 CFR Part 51 ("standard LSI formula") is as follows:

(1) The initial construction cost of the related capital improvement;

(2) Adjusted by (increased or decreased) the same percentage increase or decrease as the percentage increase or decrease in the Consumer Price Index from the date the Director approves the substantial completion of the construction of the related capital improvement to the date of payment of the leasehold surrender interest value;

(3) Less depreciation of the related capital improvement on the basis of its condition as of the date of termination or expiration of the applicable leasehold surrender interest concession contract, or, if applicable, the date on which a concessioner ceases to utilize a related capital improvement (*e.g.,* where the related capital improvement is taken out of service by the Director pursuant to the terms of a concession contract).

However, Section 405(a)(4) of Public Law 105–391 authorizes the inclusion of alternative LSI value formulas in concession contracts (such as the new contract) estimated to have an LSI value in excess of $10,000,000. Under this authority, the proposed LSI alternative is as follows:

(1) Initial LSI Value. The reduction of the initial LSI value under the new contract on a monthly straight line depreciation basis applying a 40-year recovery period regardless of asset class. There is no adjustment of the initial LSI value as a result of the installation (including replacement) of fixtures in the related capital improvements during the term of the proposed contract; and

(2) New LSI Value. The reduction of the LSI value in any new structures or major rehabilitations constructed during the term of the new contract to be based on straight line depreciation and also apply a 40-year recovery period (on a monthly basis) with no asset class distinctions. The construction cost of new capital improvements will include the costs of installed fixtures. Any installation (or replacement) of fixtures after the initial construction would not alter the established LSI value in the improvements.

Section 405(a)(4) of the 1998 Act requires NPS, in certain circumstances, to determine that use of the LSI alternative, in comparison to the standard LSI formula, is necessary in order to provide a fair return to the government and to foster competition for the new contract by providing a reasonable opportunity for profit to the new concessioner.

With regard to a fair return to the government, under the standard LSI formula the amount of money paid (by the government, directly or indirectly) for LSI as of the expiration of the new contract is inevitably speculative at the time of contract solicitation, contract award, and during the contract term. This is because the future rate of the Consumer Price Index (CPI), the amount of future physical depreciation that will occur, and the cost to cure such future physical depreciation, must all be estimated in advance of the new contract by both NPS and prospective concessioners.

As a consequence, if the NPS were to establish the required minimum franchise fee for the new contract under the terms of the standard LSI formula, that minimum fee necessarily would incorporate speculative estimates of these factors. Likewise, if a prospective concessioner offered to meet or exceed the minimum franchise fee established by NPS under the standard LSI formula, its business decision would necessarily be made in reliance on speculative estimates of future CPI and future physical depreciation of LSI improvements.

If the NPS depreciation and CPI assumptions made at the time of contract solicitation ultimately prove to be inaccurate, its minimum franchise fee will result in a less than fair return to the government. NPS therefore believes, subject to review of public comments, that the proposed LSI alternative, in comparison to the standard LSI formula, will better provide a fair return to the government under the new contract.

NPS also believes (again, subject to review of public comments) that eliminating the speculative aspect of LSI value will help foster competition for the new contract by providing a reasonable opportunity to make a profit. This is because prospective concessioners will know not only the amount of money they will be obliged to pay the prior concessioner for existing LSI under the terms of the new contract, but also will know with a high degree of certainty how much money they will recover from this payment upon the expiration of the new contract (based on the 40-year amortization period). The proposed LSI alternative effectively eliminates the speculation about physical depreciation and CPI that is required for proposed contracts under the standard LSI formula. The resulting lower risk and greater certainty in the business opportunity will foster competition for the new contract by providing a reasonable opportunity to make a profit.

The proposed LSI alternative is projected to provide approximately the same rate of return for the new concessioner as the standard LSI formula. This is because, in developing the minimum franchise fee under the proposed LSI alternative, NPS estimated that the new contract would provide the new concessioner with a reasonable opportunity to make a net profit. This estimate took into consideration, among other matters, applicable industry rate of return expectations, the purchase price of the existing LSI improvements, and the LSI value that will be payable to the concessioner after contract expiration under the proposed LSI alternative. If the standard LSI formula were utilized, the projected LSI value payment to the new concessioner would necessarily be much higher, resulting in a much higher minimum franchise fee for the new contract.

In other words, the lower LSI value payment upon contract expiration under the proposed LSI alternative (as opposed to the standard LSI formula) results in a lower minimum franchise fee, and achieves the same approximate projected rate of return to the concessioner. The proposed LSI alternative results in increased cash flows to the concessioner during the entire term of the contract, while the standard LSI formula provides a higher payment of LSI at the expiration of the contract.

The proposed LSI alternative, if adopted by NPS, would be applicable only to the new contract, GRTE003–11. NPS has made no decision to apply the proposed LSI alternative or any other LSI alternative to future concession contracts. If the same or other alternative LSI formulas are considered for utilization in subsequent contracts pursuant to Section 405(a)(4) of the 1998 Act, opportunities for public comment will be provided as required. NPS will provide notice of its final decision regarding the LSI provisions of the new contract in the **Federal Register** and/or in FedBizOpps (*FedBizOpps.gov* under Solicitation No. CC–GRTE003–11).

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Daniel N. Wenk,

Deputy Director, Operations.

[FR Doc. 2010–12703 Filed 5–25–10; 8:45 am]

BILLING CODE 4312–53–P

DEPARTMENT OF THE INTERIOR

National Park Service

Final Legislative Environmental Impact Statement for the Harvest of Glaucous-Winged Gull Eggs by the Huna Tlingit in Glacier Bay National Park

AGENCY: National Park Service, Interior.

ACTION: Notice of Availability of the Final Legislative Environmental Impact Statement for the Harvest of Glaucous-Winged Gull Eggs by the Huna Tlingit in Glacier Bay National Park.

SUMMARY: The National Park Service (NPS) announces the availability of a final Legislative Environmental Impact Statement (LEIS) for the harvest of glaucous-winged gull eggs by the Huna Tlingit in Glacier Bay National Park. The document describes and analyzes the environmental impacts of a preferred alternative and one additional action alternative for managing a limited harvest of glaucous-winged gull eggs. A no action alternative is also evaluated. This notice announces the availability of the final LEIS.

DATES: A Record of Decision will be made no sooner than 30 days after the date the Environmental Protection Agency's Notice of Availability for this final LEIS appears in the **Federal Register**.

ADDRESSES: The final LEIS may be viewed online at *http://parkplanning.nps.gov.* Hard copies of the final LEIS are available on request from the address below.

FOR FURTHER INFORMATION CONTACT: Mary Beth Moss, Project Manager, Glacier Bay National Park and Preserve, *Telephone:* (907) 723–1777.

SUPPLEMENTARY INFORMATION: The NPS has prepared an LEIS to analyze the effects of authorizing the limited collection of glaucous-winged gull eggs within Glacier Bay National Park by Hoonah Indian Association (HIA; the federally recognized government of the Huna Tlingit) tribal members. Glacier Bay is the traditional homeland of the Huna Tlingit who traditionally harvested eggs there prior to park establishment. The practice was curtailed in the 1960s, as the Migratory Bird Treaty Act and federal regulations prohibit it. In the late 1990s, at the behest of tribal leaders, the NPS agreed to explore ways to authorize this important cultural tradition. Section 4 of the Glacier Bay National Park Resource Management Act of 2000 directed the Secretary of Interior, in consultation with local residents, to assess whether gull eggs could be collected in Glacier Bay National Park on a limited basis without impairing the biological sustainability of the gull population. The Act further requires that the Secretary submit recommendations for legislation to Congress if the study determines that gull egg harvest could occur without impairing the biological sustainability of the park's gull population. NPS commissioned ethnographic and biological studies to inform the analysis included in this LEIS.

The NPS outlined a range of alternatives based on project objectives, park resources and values, and public input and analyzed the impacts each would have on the biological and human environment.

Alternative 1: No Action: This alternative serves as a baseline for evaluating the impacts of the action alternatives. This alternative would not authorize the harvest of glaucous-winged gull eggs in Glacier Bay National Park. Glaucous-winged gulls would continue to breed in Glacier Bay without human disturbance.

Alternative 2: This alternative would propose legislation to authorize the annual harvest of glaucous-winged gull eggs at up to two designated locations on a single pre-selected date on or before June 9 of each year.

Alternative 3: NPS Preferred Alternative: Alternative 3 would propose legislation to authorize the annual harvest of glaucous-winged gull eggs at up to five designated locations in Glacier Bay National Park on two separate dates. A first harvest visit would be authorized to occur at each of the open sites on or before the 5th day following onset of laying as determined by NPS staff monitoring a reference site. A second harvest at the same sites