or faxed comments should be submitted by August 7, 2008.

J. Paul Loether,

Chief, National Register of Historic Places/ National Historic Landmarks Program.

North Carolina

Guilford County

Carter, Wilbur and Martha, House, 1012 Country Club Dr., Greensboro, 08000777

Jackson County

Monteith, Elias Brendle, House and Outbuildings, 111 Hometown Place Rd., Dillsboro, 08000778

Madison County

Marshall High School, Blannahassett Island. W. side Bridge St., Marshall, 08000779

Pennsylvania

Adams County

Thomas Brothers Store, 4 S. Main St., Biglerville, 08000780

Allegheny County

Century Building, 130 7th St., Pittsburgh, 08000781

Bucks County

Nakashima, George, House, Studio and Workshop, 1847 and 1858 Aquetong Rd., Solebury, 08000782

Erie County

Hornby School, 10,000 Station Rd., Greenfield, 08000783

Montgomery County

Keefe-Mumbower Mill, NE. corner of Swedesford and Township Line Rds. jct., North Wales, 08000784

Philadelphia County

Woman's Medical College of Pennsylvania, 3300 Henry Ave., Philadelphia, 08000785

Puerto Rico

San Juan Municipality

La Giralda, 651 Jose Marti St., San Juan, 08000786

Wisconsin

Jefferson County

Carcajou Point Site, Address Restricted, Sumner, 08000787

[FR Doc. E8–16806 Filed 7–22–08; 8:45 am]

BILLING CODE 4310–70–P

DEPARTMENT OF JUSTICE

Notice of Public Comment Period for Proposed Modification to Consent Decree Under the Clean Air Act

Under 28 CFR 50.7, notice is hereby given that, for a period of 30 days, the United States will receive public comments on a proposed Modification to Consent Decree in *United States* v. *Cargill, Incorporated*, (Civil Action No. 05–2037 JMR/FLN), which was lodged with the United States District Court for the District of Minnesota on July 11, 2008.

This proposed Modification applies only to Cargill's Dayton, Ohio, corn mill facility. The Dayton facility is one of 27 ethanol, corn mill and oilseed extraction plants subject to the original Consent Decree which was entered by the Court on March 3, 2006. The settlement resolved claims against the Dayton facility, among others, pursuant to Sections 113(b) and 211(d) of the Clean Air Act (''CAA''), 42 U.S.C. 7413(b) & 7545(d).

This proposed Modification allows for an 18-month extension of the deadline for installing air pollution controls for volatile organic compound (''VOC'') emissions at the integrated bran/feed drying process units, while accelerating the installation of nitrous oxide-reducing burners (''low-NO_X burners'') on the process boiler. Overall, EPA estimates that the schedule change proposed in the Modification will result in a one-time net emission reduction of 147 tons from estimates based on the original Decree requirements.

The Department of Justice will receive, for thirty (30) days from the date of this publication, comments relating to the Modification. Comments should be addressed to the Assistant Attorney General, Environment and Natural Resources Division, and either e-mailed to *pubcomment-ees.enrd@usdoj.gov* or mailed to P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044–7611. In either case, the comments should refer to *United States* v. *Cargill, Inc.,* D.J. Ref. 90–5–2–1–07481/1.

During the public comment period, the Modification may be examined on the following Department of Justice Web site, *http://www.usdoj.gov/enrd/Consent_Decrees.html.* A copy of the Modification may also be obtained by mail from the Consent Decree Library, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044–7611, or by faxing or e-mailing a request to Tonia Fleetwood (*tonia.fleetwood@usdoj.gov*), fax no. (202) 514–0097, phone confirmation number (202) 514–1547. In requesting a copy from the Consent Decree Library, please enclose a check in the amount of $7.00 (25 cents per page reproduction cost) payable to the U.S. Treasury or, if by e-mail or fax, forward a check in that amount to the Consent Decree Library at the stated address.

Robert E. Maher Jr.,

Assistant Section Chief, Environmental Enforcement Section, Environment and Natural Resources Division.

[FR Doc. E8–16756 Filed 7–22–08; 8:45 am]

BILLING CODE 4410–15–P

DEPARTMENT OF LABOR

Employee Benefits Security Administration

[Application No. L–11407]

Proposed Exemptions Involving; General Motors Corporation and Its Wholly-Owned Subsidiaries (Together GM)

AGENCY: Employee Benefits Security Administration, Labor.

ACTION: Notice of Proposed Exemption.

SUMMARY: This document contains a notice of pendency before the Department of Labor (the Department) of proposed exemption from certain of the prohibited transaction restrictions of the Employee Retirement Income Security Act of 1974 (ERISA or the Act) and/or the Internal Revenue Code of 1986 (the Code).

Written Comments and Hearing Requests

All interested persons are invited to submit written comments or requests for a hearing on the pending exemption, unless otherwise stated in the Notice of Proposed Exemption, within 60 days from the date of publication of this **Federal Register** Notice. *Comments and requests for a hearing should state:* (1) The name, address, and telephone number of the person making the comment or request, and (2) the nature of the person's interest in the exemption and the manner in which the person would be adversely affected by the exemption. A request for a hearing must also state the issues to be addressed and include a general description of the evidence to be presented at the hearing.

ADDRESSES: All written comments and requests for a hearing (at least three copies) should be sent to the Employee Benefits Security Administration (EBSA), Office of Exemption Determinations, Room N–5700, U.S. Department of Labor, 200 Constitution Avenue, NW., Washington, DC 20210. *Attention:* Application No. L–11407, stated in the Notice of Proposed Exemption. Interested persons are also invited to submit comments and/or hearing requests to EBSA via E-mail or

FAX. Any such comments or requests should be sent either by E-mail to: *GM-DCVEBA@dol.gov,* or by FAX to (202) 219–0204 by the end of the scheduled comment period. The application for exemption and the comments received will be available for public inspection in the Public Documents Room of the Employee Benefits Security Administration, U.S. Department of Labor, Room N–1513, 200 Constitution Avenue, NW., Washington, DC 20210.

Notice to Interested Persons

Notice of the proposed exemption will be provided to all interested persons in the manner agreed upon by the applicant and the Department within 30 days of the date of publication in the **Federal Register.** Such notice shall include a copy of the notice of proposed exemption as published in the **Federal Register** and shall inform interested persons of their right to comment and to request a hearing (where appropriate).

SUPPLEMENTARY INFORMATION: The proposed exemption was requested in an application filed pursuant to section 408(a) of the Act and/or section 4975(c)(2) of the Code, and in accordance with procedures set forth in 29 CFR Part 2570, Subpart B (55 FR 32836, 32847, August 10, 1990). Effective December 31, 1978, section 102 of Reorganization Plan No. 4 of 1978, 5 U.S.C. App. 1 (1996), transferred the authority of the Secretary of the Treasury to issue exemptions of the type requested to the Secretary of Labor. Therefore, this notice of proposed exemption is issued solely by the Department.

The application contains representations with regard to the proposed exemption which is summarized below. Interested persons are referred to the application on file with the Department for a complete statement of the facts and representations.

General Motors Corporation and Its Wholly-Owned Subsidiaries (Together, GM) Located in Detroit, MI [Application No. L–11407]

Proposed Exemption

The Department is considering granting an exemption under the authority of section 408(a) of the Act (or ERISA) and in accordance with the procedures set forth in 29 CFR Part 2570, Subpart B (55 FR 32836, 32847, August 10, 1990).[1]

Section I. Covered Transactions

If the exemption is granted, the restrictions of sections 406(a)(1)(B), 406(a)(1)(D), and 406(b)(1) and (b)(2) of the Act shall not apply, effective December 16, 2005, to: (1) Monthly cash advances to GM by the DC VEBA to reimburse GM for the estimated mitigation of certain health care expenses (the Mitigation) and for the payment of dental expenses incurred by participants in the DC VEBA; and (2) an annual ''true up'' of the Mitigation payments and dental expenses against the actual expenses incurred, with the result that (a) if GM has been underpaid by the DC VEBA, GM receives the balance outstanding from the DC VEBA with interest, or (b) if the DC VEBA has overpaid GM, GM reimburses the DC VEBA for the amount overpaid, with interest.

Section II. Conditions

This proposed exemption is conditioned upon adherence to the material facts and representations described herein and upon satisfaction of the following conditions:

(a) A committee (the Committee), acting as a fiduciary independent of GM, has represented and will continue to represent the DC VEBA and its participants and beneficiaries for all purposes with respect to the Mitigation process.

(b) The Committee for the DC VEBA has discharged and will continue to discharge its duties consistent with the terms of the DC VEBA and the DC VEBA Settlement Agreement.

(c) The Committee and actuaries retained by the Committee have reviewed and approved and will continue to review and approve the estimation process involved in the Mitigation, which results in the monthly Mitigation amount paid to GM.

(d) Outside auditors retained by the Committee, along with an administrative company that is partly owned by the DC VEBA, will audit the calculation of the true up to determine whether there are any differences between the estimated Mitigation and actual Mitigation amounts and make such information available to GM.

(e) GM has provided and will continue to provide various reports and records to the Committee concerning the Mitigation and dental care reimbursements, which are and will continue to be subject to review and audit by the Committee.

(f) The terms of the transactions are no less favorable and will continue to be no less favorable to the DC VEBA than the terms negotiated at arm's length under similar circumstances between unrelated third parties.

(g) The interest rate applied to any true up payments is a reasonable rate, as set forth in the DC VEBA Settlement Agreement, and will continue to be a reasonable rate that runs from the beginning of the year being trued up and does and will continue to not present a windfall or detriment to either party.

(h) The DC VEBA has not incurred and will continue not to incur any fees, costs or other charges (other than those described in the DC VEBA and the DC VEBA Settlement Agreement) as a result of the covered transactions described herein.

(i) GM and the Committee have maintained and will continue to maintain for a period of six years from the date of any of the covered transactions, any and all records necessary to enable the persons described in paragraph (j) below to determine whether conditions of this exemption have been and will continue to be met, except that (1) a prohibited transaction will not be considered to have occurred if, due to circumstances beyond the control of GM or the Committee, the records are lost or destroyed prior to the end of the six-year period, and (2) no party in interest other than GM or the Committee shall be subject to the civil penalty that may be assessed under section 502(i) of the Act if the records are not maintained, or are not available for examination as required by paragraph (j) below.

(j)(1) Except as provided in section (2) of this paragraph and notwithstanding any provisions of subsections (a)(2) and (b) of section 504 of the Act, the records referred to in paragraph (i) above have been or will be unconditionally available at their customary location during normal business hours to:

(A) Any duly authorized employee representative of the Department;

(B) The UAW or any duly authorized representative of the UAW;

(C) GM or any duly authorized representative of GM; and

(D) Any participant or beneficiary of the DC VEBA, or any duly authorized representative of such participant or beneficiary.

(2) None of the persons described above in subparagraphs (1)(B) or (D) of this paragraph (j) is authorized to examine the trade secrets of GM, or commercial or financial information that is privileged or confidential.

[1] Because the Independent Health Care Trust for UAW Retirees of General Motors Corporation (the DC VEBA) is not qualified under section 401 of the Code, there is no jurisdiction under Title II of the Act pursuant to section 4975 of the Code. However, there is jurisdiction under Title I of the Act.

Section III. Definitions

For purposes of this proposed exemption, the term—

(a) ''GM'' means General Motors Corporation and its wholly owned subsidiaries.

(b) ''Affiliate'' means:

(1) Any person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with such other person;

(2) Any officer, director, or partner, employee or relative (as defined in section 3(15) of the Act) of such other person; or

(3) Any corporation, partnership or other entity of which such other person is an officer, director or partner. (For purposes of this definition, the term ''control'' means the power to exercise a controlling influence over the management or policies of a person other than an individual.)

(c) ''Class Members'' mean all persons other than active employees who, as of the ratification date of the GM–UAW Memorandum of Understanding, November 11, 2005 (the Ratification Date) were (1) GM/UAW hourly employees who had retired from GM with eligibility for the General Motors Health Care Program for Hourly Employees (the Original Plan) as in effect prior to the Ratification Date or (2) the spouses, surviving spouses and dependents of GM/UAW hourly employees, who, as of the Ratification Date, were eligible for post-retirement or surviving spouse health care coverage under the Original Plan as a consequence of a GM/UAW hourly employee's retirement from GM or death prior to retirement.

(d) *''Committee'' means the seven individuals, consisting of two classes:* (1) the United Auto Workers Class (UAW) with three members, and (2) the Public Class with four members, who act as the named fiduciary and administrator of the DC VEBA.

(e) ''Court'' or ''Michigan District Court'' means the United States District Court for the Eastern District of Michigan.

(f) ''DC VEBA'' means the Independent Health Care Trust for UAW Retirees of General Motors Corporation.

(g) ''DC VEBA Settlement Agreement'' means the agreement, dated December 16, 2005, which was entered into between GM, the UAW, and Class Representatives, on behalf of a Class of plaintiffs in the *Henry* case (2006 WL 891151 (E.D. Mi. March 31, 2006)), aff'd 2007 WL 2239208, (6th Cir. August 7, 2007).

(h) ''Mitigation'' means the reduction of retirees' monthly contributions, annual deductibles, and other retirees' out-of-pocket costs to the extent payments from the DC VEBA are made, as directed by the Committee, to GM and/or to providers, insurance carriers and other agreed-upon entities.

(i) ''OPEB'' means Other Post-Employment Benefits. The OPEB Valuation is an actuarially developed annual valuation of a company's post employment benefit obligations, other than for pension and other retirement income plans. The OPEB Valuation is based on a set of uniform financial reporting standards promulgated by the Financial Accounting Standards Board and embodied in Financial Accounting Standard 106, as revised from time to time. The types of benefits addressed in an OPEB Valuation typically are retiree healthcare (medical, dental, vision, hearing) life insurance, tuition assistance, day care, legal services, and the like.

(j) ''Shares'' or ''Stock'' refers to shares of common stock of reorganized GM, par value $.01 per share.

(k) ''UAW'' means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America or the United Auto Workers, if shortened.

(l) ''VEBA'' means a voluntary employees' beneficiary association.

Effective Date: If granted, this proposed exemption will be effective as of December 16, 2005.

Summary of Facts and Representations

The Applicant

1. GM is primarily engaged in automotive production and marketing, and financing and insurance operations. GM designs, manufactures, and markets vehicles worldwide, and it has its largest operating presence in North America. As of June 30, 2007, GM had approximately 118,539 active employees in the United States, of whom approximately 81,689 are represented by the UAW and other unions. Approximately 717,432 retirees and dependents in the U.S. receive GM retiree health benefits in whole or in part. GM maintains its headquarters in Detroit, Michigan. As of December 31, 2006, GM had total assets on its consolidated balance sheet of $186.192 billion.

The DC VEBA Settlement Agreement and GM's Negotiations

2. The DC VEBA Settlement Agreement, dated December 16, 2005, was entered into between GM, the UAW, and Class Representatives, on behalf of a Class of plaintiffs (*i.e.*, the Class Members), in the *Henry* case (2006 WL 891151 (E.D. Mi. March 31, 2006)), aff'd 2007 WL 2239208, (6th Cir. August 7, 2007). The case was brought in a declaratory judgment motion to contest whether GM had the right to unilaterally modify hourly retiree welfare benefits under its existing GM retiree plans. The DC VEBA Settlement Agreement was approved by the Michigan District Court in an opinion dated March 31, 2006.

3. Throughout much of 2005, GM and the UAW engaged in extended discussions concerning the impact of rising health care costs on GM's financial condition. During these discussions, GM asserted that it had the right to unilaterally modify and/or terminate the health care benefits applicable to its hourly retirees and that, if no agreement was reached to address GM's health care burden, GM would act unilaterally. The UAW disagreed with GM's position and asserted that the benefits were vested and that GM did not have the right to modify or terminate such benefits.

4. The UAW, the Class Representatives and Class Counsel reviewed GM's current and projected financial condition and, as a result, concluded that, among other things, a significant reduction in GM's retiree health care costs under the existing plans would substantially improve its financial condition. Without such an improvement, the ability of GM to provide health care benefits over the long term to Class Members at or near the level provided by the DC VEBA Settlement Agreement would be placed in doubt. All parties believed that a settlement would be advantageous.

The DC VEBA

5. The DC VEBA was created on December 16, 2005 as a result of the DC VEBA Settlement Agreement. Under its terms, GM is required to make certain contributions—both mandatory and contingent—to the DC VEBA, which is controlled by an independent seven member Committee. In April 2006, GM contributed $1 billion to the DC VEBA. The DC VEBA has been established through a trust agreement between State Street Bank and Trust Company (the Trustee) and GM. The DC VEBA does not replace any existing welfare plans that are sponsored by GM for the retirees. The DC VEBA also intends to qualify as a ''voluntary employees' beneficiary association'' within the meaning of section 501(c)(9) of the Code. As of August 31, 2007, the DC VEBA had total assets of $1.74 billion. Fidelity Investments operates a call center, administers eligibility requirements, and handles certain other

administrative tasks on behalf of the DC VEBA.

6. The objective of the DC VEBA is to mitigate the financial impact of certain modifications in health care benefits on the Class Members. If GM's financial condition and operating results improve, and as more fully described below, additional contributions to the DC VEBA that relate to appreciation of GM common stock, profit sharing payments and increases in GM's regular quarterly cash dividend will increase the DC VEBA funds available and thereby further lessen the adverse impact of these health care modifications on Class Members.

The Committee

7. The DC VEBA is administered by the Committee, all of whose members are independent of GM. GM has no appointment power, and the Committee functions independently of GM. The Committee acts as the named fiduciary and administrator of the DC VEBA, and appoints the Trustee and all investment managers of the DC VEBA's assets.

The Committee is comprised of seven individuals, consisting of two classes, the ''UAW Class'' with three members, and the ''Public Class'' with four members. Robert Naftaly, one of the members of the Public Class, serves as the Chair of the Committee. The Public Class members of the Committee were appointed by the Court when it approved the DC VEBA Settlement Agreement. The UAW Class members were appointed by the UAW.

No member of the Committee may be an affiliate of GM, including a current or former officer, director or salaried employee of GM. No member of the Public Class may be an active employee or retiree of the UAW, nor may any member of the Public Class have any financial or institutional relationship with GM or the Committee that the Committee, in its sole discretion, determines to be material.

8. The members of the UAW Class serve at the discretion of the UAW and may be removed or replaced, and a successor designated, at any time by written notice by the President of the UAW to the members of the Committee. The members of the Public Class serve terms of four years. In the event of a vacancy in the Public Class, whether by expiration of a term, resignation, removal, incapacity, death or otherwise of a Public Class member, the Public Class will elect a new member of the Public Class by majority vote of the continuing Public Class members, excluding such member vacating his or her seat. A Public Class member can be removed by the affirmative vote of any five other members of the Committee at any time. The Committee Chair serves for a term of two years, and may be removed from office. Any successor Committee Chair will be elected by a majority vote of the Committee as a whole then in office.

Mitigation

9. The DC VEBA will provide Mitigation for monthly contributions by retirees to health care, deductibles, out of pocket maximums, and some co-insurance required under GM's existing plans. The initial levels of Mitigation are set forth in the DC VEBA Settlement Agreement, and may be modified later by the Committee in accordance with the terms of the Settlement Agreement and the Trust Agreement for the DC VEBA.

10. The initial Mitigation levels provide for Mitigation of monthly retiree contributions to a maximum of $10 per individual and $21 per family. Initial Mitigation limits deductibles to an annual maximum of $150 per individual subject to an aggregate $300 per family. Initial Mitigation caps out-of-pocket costs at $250 per individual per year and $500 per family per year for in network services, and $500 per individual per year and $1,000 per family per year for out of network benefits. In effect, the Mitigation provides a significant benefit to retired GM participants of the DC VEBA who would otherwise be required to make these payments out of pocket.

Mitigation Process

11. The Mitigation process involves GM initially providing payment for the health care services that the DC VEBA or the participants would otherwise be responsible for paying and then being reimbursed for the cost by the DC VEBA. The process operates as follows:

No later than May 1 of the year prior to the year for which Mitigation is to be provided, the Committee will inform GM of the Mitigation levels for the following year. By September 1 of the prior year, GM will provide a preliminary estimate of the Mitigation amount and the basis for such estimate, along with supporting documentation to the Committee. The Committee then has until October 15 to notify GM that it agrees to the Mitigation level. In January of the following year, GM must provide the Committee with a preliminary estimate of monthly amounts owed by the DC VEBA for the year, which amounts will be paid monthly to GM, unless disputed by the Committee. After the OPEB valuation in January, but no later than February 1 of the Mitigation year, GM must provide a final estimated annual Mitigation amount for the Mitigation year, along with the basis for the estimate and supporting documentation. If this final estimate differs from the preliminary estimate by more than 5%, GM will update the monthly installment amounts.

By September 1 of each Mitigation year, GM will provide the Committee with a report prepared by its actuaries containing the actual annual Mitigation amount paid by GM in the prior year, and the amount of any true up for the prior year.

The prior year actual Mitigation will be developed consistent with the OPEB valuation process, and will represent incurred claims data with actuarially developed completion factors. Actual incurred claims and Mitigation will then be calculated. Any true up amounts owed to either party will be paid by October 1 of the year following the year in which Mitigation took place.

If there is a dispute as to the amount of the true up payment, undisputed amounts will be paid and the parties will enter into a dispute procedure set forth in the DC VEBA Settlement Agreement involving independent parties, including outside auditors retained by the Committee along with an administrative company this is partially owned by the DC VEBA. Such information will be made available to GM. Interest for any late payments or any underpayments will be paid at the OPEB discount rate.[2] The interest rate will run from the beginning of the year being trued up.[3] In addition, GM is required to provide detailed quarterly reports to the Committee concerning the Mitigation process.

The Mitigation process does not apply to dental care expenses. These costs have been handled differently. The DC VEBA Settlement Agreement contemplated that GM would continue to provide 100% of dental care to retirees until December 31, 2006 but that the costs of such dental care after the Effective Date would be paid in the form of monthly reimbursements to GM by the DC VEBA. In this regard, GM invoiced the Committee and the DC VEBA made monthly reimbursements to GM until December 31, 2006, at which time, such reimbursements ceased.

Between June 30, 2006 and September 16, 2007, the DC VEBA made reimbursement payments to GM for both health care and dental expenses of approximately $355,334,463.50 and

[2] The OPEB Discount Rate is a rate used to discount projected future OPEB benefits payment cash flows to determine the present value of the OPEB obligation. The OPEB discount rate is established as of the annual valuation date, pursuant to FASB accounting guidelines.

[3] Because interest is calculated at the beginning of the year, the principal on which the January interest is calculated would be 1/12 of the total true up for the year, for February, it would be 2/12 of the total true up for the year, for March, it would be 3/12 of the total true up for the year, until December, the last month of the year, where the time period fraction would be 12/12. If payment is not made by that date, interest is calculated for each additional month until payment is made based on 2/12 of the total true up amount for the year in question.

$100,258,523.56,[4] respectively. On October 1, 2007, GM made a true up payment to the DC VEBA in the amount of $17,934,072.46, plus $1,126,156.83 in interest (*total:* $19,060,229.29). The DC VEBA has questioned GM's calculations with respect to a small portion of the actual Mitigation and if the DC VEBA prevails, GM will make an additional, small true up payment.

Funding Arrangements for the DC VEBA

12. In addition to the Mitigation process, GM is required to fund the DC VEBA. As noted above, in April 2006, GM contributed $1 billion to the DC VEBA. Also, GM is required to make cash contributions to the DC VEBA based on the increase in the notional value of eight (8) million Shares of GM common stock. This Contribution Obligation is a means of measuring the amount GM must contribute to the DC VEBA. It is not a contract right that has been transferred to the DC VEBA. The contributions are staged over time, as determined by the Committee, and are based on the increase in trading price of a GM Share over the trading price on October 14, 2005 (or $26.75 per Share).

The Contribution Obligation will ultimately be settled only in cash by its termination date in 2011. The Contribution Obligation will not carry voting or dividend rights and it is not transferable. Further, the Contribution Obligation will be adjusted upon the occurrence of certain ''dilution events.'' [5] Finally, the amount of cash payments under the Contribution Obligation will be readily determinable pursuant to a fixed formula. Therefore, no independent valuation will be required. The actual calculation will be made by the Committee.

Administrative Exemptive Relief

13. *GM requests an administrative exemption from the Department with respect to:* (a) Monthly cash advances to GM by the DC VEBA to reimburse GM for the estimated Mitigation of certain health care expenses and for the payment of dental expenses incurred by participants in the DC VEBA; and (b) an annual ''true up'' of the Mitigation payments and dental expenses. In this regard, if GM has been underpaid by the DC VEBA, it would receive the balance outstanding from the DC VEBA, with interest. Conversely, if the DC VEBA has overpaid GM, GM would reimburse the DC VEBA for the amount overpaid, with interest. GM explains, and the Department concurs with GM's analysis, that the Mitigation and the payments made for dental expenses would violate sections 406(a)(1)(B), 406(a)(1)(D), and 406(b) of the Act because the reimbursements with interest could be deemed to constitute the lending of money or extension of credit between the DC VEBA and GM, a party in interest, in violation of section 406(a)(1)(B) of the Act, or could be viewed as the use by or for the benefit of a party in interest of plan assets in violation of section 406(a)(1)(D). In addition, the covered transactions would result in a prohibited act of self-dealing on the part of GM in violation of section 406(b)(1) and (b)(2) of the Act. If granted, the exemption would be effective as of December 16, 2005.

The Department is not providing exemptive relief herein with respect to the Contribution Obligation because, in the view of the Department, the Contribution Obligation is merely a contractual provision evidenced in the DC VEBA Settlement Agreement which is designed to determine the amount of additional cash contributions that must be made to the DC VEBA.[6]

Rationale for Exemptive Relief

14. Without an administrative exemption, GM states that the DC VEBA would be required to establish a costly administrative scheme to reimburse participants in the DC VEBA. In this regard, GM retirees' would be charged the full costs of the contributions, co-pays and deductibles. These retirees would then have to apply for reimbursement payments, via a claim form, from the DC VEBA.[7]

15. Under the Mitigation process, the hourly medical carriers set up their claim systems to administer claims using the net value (after the DC VEBA offset) for all cost sharing elements of the Modified Plan, as applicable to retirees, and receive payment through the system set up for the Mitigation process.[8]

Thus, there is no need for the DC VEBA to hire claims examiners or customer service representatives, as under the other alternative. The selected approach will reduce the administrative cost of providing reimbursement by the DC VEBA since the DC VEBA will only have to deal with GM to pay its health care reimbursement, instead of dealing directly with hundreds of thousands of retirees. The Mitigation process also makes it much more likely that Mitigation of all appropriate amounts will take place because it reduces the possibility that individual retirees will fail to file for reimbursement, fail to document legitimate health care expenses (due to lost paperwork, untimely filing, lost mail, etc.), or can not mentally or physically follow the administrative steps necessary to receive reimbursement directly from the DC VEBA.

16. Records relating to participants and beneficiaries will be retained by GM, its contractor, or Blue Cross Blue Shield Michigan (BCBSM). GM's contractor will reprocess, on an unmitigated basis, the claims that BCBSM processed on a mitigated basis on behalf of GM, and then GM or its contractor will determine the true up amount. Outside auditors retained by the Committee will audit the calculation and make their findings available to GM. However, all of the records will be maintained at GM, BCBSM or GM's contractor.

Termination of the DC VEBA

17. Ultimately, the DC VEBA will be terminated and its assets transferred to a new VEBA (the New VEBA). However, several steps will occur before this happens. Currently, these steps are

[4] All dental reimbursements made by the DC VEBA to GM during 2007 represent GM's dental costs attributable to the period ending December 31, 2006.

[5] A dilution event is any merger, reorganization, consolidation, exchange offer, asset spin-off, stock split, reverse stock split, extraordinary dividend, or other change in GM's corporate structure on or after the Ratification Date (November 11, 2005) that dilutes any class of GM stock.

[6] The Department further believes that the Contribution obligation is not an ''employer security'' within the meaning of section 407(d)(1) of the Act. Since it appears that the Contribution Obligation does not result in the acquisition or holding by the DC VEBA of an ''employer security,'' the Department has not proposed separate exemptive relief herein with respect to such obligation.

[7] For example, the DC VEBA would need to have claims examiners ready to receive this claim, review it, request additional information if necessary, and finally pay the retiree the money (probably through a paper check). If the same retiree had additional medical services later in the year, more claims would be sent to the DC VEBA for additional reimbursement. In addition to claim examiners, the DC VEBA would need to have customer service representatives ready to answer questions regarding retiree claim submissions, filing deadlines, missing documentation or lost checks. The financial benefit of the Mitigation would be received by the retiree only if he or she filed a proper claim for reimbursement and would be delayed pending completion of the claim submission process.

[8] For example, assume that a retiree's first medical service of the year had an associated reimbursement amount of $200. Since under the Mitigation process the medical careers have set up a $150 deductible in their claims system, and since the reimbursement associated with this medical service is $50 more than the deductible, GM would pay $50 (ignoring, for purposes of this example, the 10% co-payment applicable after the deductible) for this service, and the retiree would be required to pay the provider the remaining $150 owed. In this example, since the retiree payment of $150 equals the net deductible of $150, the DC VEBA does not owe the retiree anything related to this medical service. Nevertheless, since GM paid the incremental $50 owed for this service, the DC VEBA owes GM the incremental $50.

described in a Memorandum of Understanding on Post-Retirement Medical Care, agreed to by GM and the UAW (MOU, September 26, 2007) as part of recent collective bargaining that culminated in a new, 4-year national labor agreement.[9] The covered group (the Covered Group) under the new retiree health care plan and funded by the New VEBA will consist of (a) all class members from the *Henry* case; (b) all future retirees, as defined in the *Henry* settlement who are retired as of September 14, 2007; (c) all active GM UAW-represented employees who are on the rolls and have attained seniority as of September 14, 2007 and who retire with eligibility for Retiree Medical Benefits pursuant to the eligibility provisions of the 2003 GM–UAW National Agreement; (d) certain Delphi UAW retirees and active employees eligible to receive retiree medical benefits from GM; and (e) certain UAW retirees and active employees of other GM closed or divested operations who are eligible to receive retiree medical benefits from GM; as well as (f) eligible surviving spouses and dependents of those in the Covered Group.

In the negotiations leading to the MOU, GM advised the UAW of its intent to terminate the DC VEBA Settlement Agreement in accordance with its terms in 2011 and exercise its right to terminate or modify retiree health coverage for all UAW retirees and their dependents, and the UAW reasserted its position that post-retirement medical coverage for current UAW retirees is vested and unalterable.

18. The MOU defines the ''Implementation Date'' (the beginning of coverage and operations) for the New VEBA. It is the later of January 1, 2010, or the date on which any appeals from, or challenges to, an order of the Michigan District Court approving settlement on a class-wide basis applicable to the Covered Group of any litigation arising over the terms of the MOU and the final settlement documentation, have been exhausted or when applicable periods during which such appeal or challenge must be brought have expired; if (a) the Approval Order has not been disapproved or modified, and (b) GM is reasonably satisfied by its discussions with the staff from the U.S. Securities and Exchange Commission that the desired accounting treatment with regard to OPEB will be obtained.

19. With regard to the DC VEBA, the MOU states that the New VEBA Settlement Agreement[10] will provide that the Approval Order will require that: (a) The DC VEBA Committee shall amend the DC VEBA to permit the transfer of its assets to, and the assumption of its liabilities by, the New VEBA; (b) the Committee shall instruct the DC VEBA Trustee to transfer the entire balance of its assets to the New VEBA; and (c) the DC VEBA be terminated after its assets are transferred to the New VEBA. It also states that the Approval Order will provide that on the Implementation Date the New VEBA shall assume all GM responsibilities and liabilities for the provision of retiree medical benefits for the Covered Group for claims incurred on or after the Implementation Date, as well as all responsibilities and liabilities of the DC VEBA on that Date. Thus, GM's obligations under the DC VEBA Settlement Agreement will cease on the Implementation Date (although there may be one or more subsequent true ups). In addition, if the Implementation Date occurs before the date on which the ''Third Contribution'' is due to be made to the DC VEBA, the MOU provides that GM shall make that contribution to the New VEBA. Finally, the MOU provides that it is subject to satisfaction of several conditions[11] and shall terminate if those conditions are not satisfied by December 31, 2011 (or such later date as GM and the UAW may agree upon).

20. In summary, GM represents that the transactions have satisfied and will continue to satisfy the statutory criteria for an exemption under section 408(a) of the Act because:

(a) The Committee has represented and will continue to represent the DC VEBA and its participants and beneficiaries for all purposes with respect to the Mitigation.

(b) The Committee for the DC VEBA has discharged and will continue to discharge its duties consistent with the terms of the DC VEBA and the DC VEBA Settlement Agreement.

(c) The Committee and actuaries retained by the Committee have reviewed and approved and will continue to review and approve the estimation process involved in the Mitigation, which results in the monthly Mitigation amount paid to GM.

(d) Outside auditors retained by the Committee, along with an administrative company that is partly owned by the DC VEBA, will audit the calculation of the true up to determine whether there is any difference between the estimated Mitigation and actual Mitigation amounts and make such information available to GM.

(e) GM has provided and will continue to provide various reports and records to the Committee concerning the Mitigation and dental care reimbursements, which are and will continue to be subject to review and audit by the Committee.

(f) The terms of the transactions have been no less favorable and will continue to be no less favorable to the DC VEBA than the terms negotiated at arm's length under similar circumstances between unrelated third parties.

(g) The interest rate applied to any true up payments will be a reasonable rate that runs from the beginning of the year being trued up and does not or will not present a windfall or detriment to either party.

(h) The DC VEBA has not incurred and will continue not to incur any fees, costs or other charges (other than those described in the DC VEBA and the DC VEBA Settlement Agreement) as a result of the transactions.

(i) GM and the Committee have maintained and will continue to maintain for a period of six years from the date of any of the covered transactions, the records necessary to enable certain persons, such as the UAW, DC VEBA participants, GM or any authorized employee or representative of the Department, to determine whether the terms and conditions of this exemption have been met.

Notice To Interested Persons

GM will provide notice of the proposed exemption to interested persons within 30 days of the publication of the notice of proposed exemption in the **Federal Register**. Such notice will be provided to interested persons by first-class mail and will include a copy of the notice of proposed exemption as published in the **Federal Register** as well as a supplemental statement, as required pursuant to 29 CFR 2570.43(b)(2). The supplemental statement will inform interested persons of their right to comment on and/or to request a hearing. Comments and requests for a hearing with respect to the

[9] Eventually, the terms of the MOU will be embodied in a settlement agreement for the New VEBA (the new VEBA Settlement Agreement).

[10] On October 26, 2007, the UAW and the *Henry* class filed a new class action (E.D. Mich. 2:07–cv–14074–RHC–VMM), in the Michigan District Court challenging GM's assertion that it will be free to terminate retiree health coverage for UAW retirees, at the latest, on and after September 14, 2011. In a Scheduling Order dated November 21, 2007, Judge Cleland scheduled a status call for January 31, 2008, the filing of a motion for provisional class certification by February 11, 2008, and a fairness hearing on a proposed settlement for June 3, 2008.

[11] Chief among these conditions are that: (a) The Approval Order has been issued and the time for an appeal from or a challenge to the Approval Order has expired; and (b) GM is reasonably satisfied that it will obtain favorable accounting treatment on the OPEB issue.

proposed exemption are due within 60 days of the publication of this pendency notice in the **Federal Register**.

If you decide to submit written comments to the Department, your comments should be limited to the transactions described in the exemption proposed by the Department. However, if you have concerns about benefits or any other matter, you should contact the appropriate office at GM for further assistance.

FOR FURTHER INFORMATION CONTACT: Mrs. Blessed Chuksorji-Keefe of the Department by E-mail at *GM-DCVEBA@dol.gov* or at telephone number (202) 693–8553. (This is not a toll-free number.)

General Information

The attention of interested persons is directed to the following:

(1) The fact that a transaction is the subject of an exemption under section 408(a) of the Act and/or section 4975(c)(2) of the Code does not relieve a fiduciary or other party in interest or disqualified person from certain other provisions of the Act and/or the Code, including any prohibited transaction provisions to which the exemption does not apply and the general fiduciary responsibility provisions of section 404 of the Act, which, among other things, require a fiduciary to discharge his duties respecting the plan solely in the interest of the participants and beneficiaries of the plan and in a prudent fashion in accordance with section 404(a)(1)(b) of the Act; nor does it affect the requirement of section 401(a) of the Code that the plan must operate for the exclusive benefit of the employees of the employer maintaining the plan and their beneficiaries;

(2) Before an exemption may be granted under section 408(a) of the Act and/or section 4975(c)(2) of the Code, the Department must find that the exemption is administratively feasible, in the interests of the plan and of its participants and beneficiaries, and protective of the rights of participants and beneficiaries of the plan;

(3) The proposed exemption, if granted, will be supplemental to, and not in derogation of, any other provisions of the Act and/or the Code, including statutory or administrative exemptions and transitional rules. Furthermore, the fact that a transaction is subject to an administrative or statutory exemption is not dispositive of whether the transaction is in fact a prohibited transaction; and

(4) The proposed exemption, if granted, will be subject to the express condition that the material facts and representations contained in each application are true and complete, and that each application accurately describes all material terms of the transaction which is the subject of the exemption.

Signed at Washington, DC, this 16th day of July, 2008.

Ivan Strasfeld,

Director of Exemption Determinations, Employee Benefits Security Administration, U.S. Department Of Labor.

[FR Doc. E8–16713 Filed 7–22–08; 8:45 am]

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NUCLEAR REGULATORY COMMISSION

Southern Nuclear Operating Company, Inc., Georgia Power Company, Oglethorpe Power Corporation, Municipal Electric Authority of Georgia; City of Dalton, GA

[Docket Nos. 50–321 and 50–366]

Notice of Consideration of Issuance of Amendment To Facility Operating License, Proposed No Significant Hazards Consideration Determination, and Opportunity for a Hearing

The U.S. Nuclear Regulatory Commission (the Commission) is considering issuance of an amendment to Facility Operating License Nos. DPR–57 and NPF–5 issued to the licensee for operation of the Edwin I. Hatch Nuclear Plant, Unit Nos. 1 and 2, (HNP) located in Appling County, Georgia. The proposed amendment includes two actions, as follows.

First, the proposed amendment would respond to existing license condition 2.C(8), ''Design Bases Accident Radiological Consequences Analyses,'' by revising the licensing and design basis, including the Technical Specifications (TS), for four design basis accidents (DBAs): the loss-of-coolant, main steamline break, control rod drop and fuel handling accidents. The radiological consequences of these DBAs are reanalyzed using an alternative source term (AST) methodology, pursuant to Title 10 of the *Code of Federal Regulations,* Section 50.67, ''Accident Source Term,'' (10 CFR 50.67) and allowing credit in the analyses for the function of certain systems such as the turbine building ventilation system, standby liquid control system, the main steam isolation valve alternate leakage treatment (ALT) path, and residual heat removal drywell spray system. The licensee states that the AST analyses include determination of the on-site radiological doses, specifically the main control room, technical support center and off-site radiological doses resulting from the DBA analyses. The licensee states that the analyses demonstrate that, using AST methodologies, the post-accident onsite and offsite doses remain within regulatory acceptance limits. Notice of this action was previously published in the **Federal Register** on May 6, 2008 (73 FR 25046). This renoticing of this action is provided to include further supplements to the licensee's August 29, 2006 application, that are dated April 1, May 5, June 25 and July 14, 2008, that were submitted subsequent to the **Federal Register** Notice of May 6, 2008. This renotice replaces and supersedes the **Federal Register** Notice of May 6, 2008, in its entirety. The second action would be modification of license condition 2.C(8) to extend the implementation date of May 31, 2010 until May 31, 2012 for HNP unit 1 and until May 31, 2011 for HNP unit 2, as discussed in the licensee's letter of July 2, 2008.

Before issuance of the proposed license amendment, the Commission will have made findings required by the Atomic Energy Act of 1954, as amended (the Act), and the Commission's regulations.

The Commission has made a proposed determination that the amendment request involves no significant hazards consideration. Under the Commission's regulations in Title 10 of the CODE OF FEDERAL REGULATIONS (10 CFR), Section 50.92, this means that operation of the facility in accordance with the proposed amendment would not (1) involve a significant increase in the probability or consequences of an accident previously evaluated; or (2) create the possibility of a new or different kind of accident from any accident previously evaluated; or (3) involve a significant reduction in a margin of safety. Based on the following information as provided in the licensee's submittals for the first action identified above, the Nuclear Regulatory Commission (NRC) staff proposes to determine the following with respect to the three criteria above:

1. Does the proposed change involve a significant increase in the probability or consequences of an accident previously evaluated?

Adoption of the AST methodology and allowing credit in the accident analyses for those plant systems affected by implementing AST are not expected to initiate DBAs. The revised accident source term is an input to the radiological consequence analyses. The implementation of the AST and changed TS have been incorporated in the analyses for the limiting DBAs at HNP. The structures, systems, and components affected by the proposed change are mitigative in nature and would be relied upon after an accident has