

by the Raytheon Aircraft Company. Should Raytheon apply at a later date for approval of a design change to modify any other model included on the same type certificate to incorporate the same novel or unusual design feature, these special conditions would apply to that model as well under the provisions of § 21.101(a)(1).

Conclusion

This action affects only certain novel or unusual design features on Raytheon Model Hawker 800XP airplane modified by the Raytheon Aircraft Company. It is not a rule of general applicability and affects only the applicant who applied to the FAA for approval of these features on the airplane.

The substance of the special conditions for this airplane has been subjected to the notice and comment period in several prior instances and has been derived without substantive change from those previously issued. It is unlikely that prior public comment would result in a significant change from the substance contained herein. For this reason, and because a delay would significantly affect the certification of the airplane, which is imminent, the FAA has determined that prior public notice and comment are unnecessary and impracticable, and good cause exists for adopting these special conditions upon issuance. The FAA is requesting comments to allow interested persons to submit views that may not have been submitted in response to the prior opportunities for comment described above.

List of Subjects in 14 CFR Part 25

Aircraft, Aviation safety, Reporting and recordkeeping requirements.

The authority citation for these special conditions is as follows:

Authority: 49 U.S.C. 106(g), 40113, 44701, 44702, 44704.

The Special Conditions

Accordingly, pursuant to the authority delegated to me by the Administrator, the following special conditions are issued as part of the type certification basis for Raytheon Model Hawker 800XP airplanes modified by:

1. *Protection from Unwanted Effects of High-Intensity Radiated Fields (HIRF)*. Each electrical and electronic system that performs critical functions must be designed and installed to ensure that the operation and operational capability of these systems to perform critical functions are not adversely affected when the airplane is exposed to high intensity radiated fields.

2. For the purpose of these special conditions, the following definition

applies: *Critical Functions*: Functions whose failure would contribute to or cause a failure condition that would prevent the continued safe flight and landing of the airplane.

Issued in Renton, Washington, on July 6, 2001.

Vi L. Lipski,

Manager, Transport Airplane Directorate,
Aircraft Certification Service.

[FR Doc. 01-17961 Filed 7-17-01; 8:45 am]

BILLING CODE 4910-13-P

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

14 CFR Part 1214

RIN 2700-AC39

Space Shuttle

AGENCY: National Aeronautics and Space Administration.

ACTION: Final rule.

SUMMARY: This rule adds regulations concerning Small Self-Contained Payloads (SSCPs). NASA has established four classes of SSCP payloads, and has changed the definitions for Class II and Class III payloads. This rule creates a separate classification, Class IV, for international payload customers. International educational institutions may participate either through cooperative activities with domestic educational institutions as Class I payloads, or independently as Class IV payloads.

This revised rule ensures that NASA will continue to offer domestic educational institutions lower prices, relative to other users, for standard launch services for SSCP's. These domestic educational institutions are required to meet certain criteria and agree to certain provisions established by NASA. In addition, NASA is changing the pricing structure for a defined group of domestic educational institutions. The pricing structure for those domestic educational institutions (Class I) will be based on the payload user classification, payload weight and volume. Class I payloads may qualify for a further reduced standard flight price, depending on services required. Further details of the pricing structure will be available, once approved, on the web site: <http://www.wff.nasa.gov/~sspp/gas/gas.html>

In addition, with this revision, NASA has redefined the flight rotation process to incorporate the new classification, and to provide the domestic educational institutions a higher priority ranking opportunity in the flight scheduling process of manifesting Get Away Special (GAS) payloads.

DATES: Effective Date: This rule is effective September 17, 2001.

Comments Date: Written comments and opinions on this rule will be accepted until the close of business: August 17, 2001, and will be considered before the rule is made final.

ADDRESSES: Address all comments concerning this final rule to Lynda Cywanowicz, Space Operations Division, Office of Space Flight, National Aeronautics and Space Administration, Washington, DC 20546.

FOR FURTHER INFORMATION CONTACT: Lynda Cywanowicz, Space Operations Division, 202-358-1673.

SUPPLEMENTARY INFORMATION: NASA issued the original SSCP rule in 1980, 45 FR 73022 (Nov. 4, 1980). The rule established conditions of use, reimbursement procedures, and flight scheduling mechanisms for SSCP's flown on NASA's Space Transportation System (STS). The rule was needed to ensure equitable allocation of space in the SSCP program to three groups of users—educational, commercial and U.S. government.

The rule was first revised generally by NASA in 1991, 56 FR 47146 (Sept. 18, 1991). The rule was revised again in 1992, 57 FR 61794 (Dec. 29, 1992) creating 14 CFR 1214.10, "Special Policy on Use of Small Self-Contained Payloads (SSCP's) by Domestic Educational Institutions." The revision provided two different pricing structures; an increased standard flight price for commercial and international customers, while the original price remained for the domestic educational institutions. On April 23, 1999, the National Aeronautics and Space Administration revoked both 14 CFR 1214.9 and 1214.10.

The SSCP program is reissuing the regulation as revised herewith. These changes are being made in furtherance of NASA's commitment to education outreach.

Electronic Access and Filing

You may submit comments and data by sending electronic mail to Lynda.Cywanowicz@hq.nasa.gov. Submit comments in Microsoft Word file (xxx.doc), Text (xxx.txt) or Rich text format (xxx.rtf).

List of Subjects in 14 CFR Part 1214

Government employees, Government procurement, Security measures, Space transportation and exploration.

For the reasons stated in the preamble, the National Aeronautics and

Space Administration amends 14 CFR Part 1214 by adding subpart 1214.9 reading as follows:

Subpart 1214.9—Small Self-Contained Payloads (SSCPs)

Sec.

- 1214.900 What does this subpart cover?
- 1214.901 What is the relationship of this subpart with subparts 1214.1 and 1214.2?
- 1214.902 Definitions.
- 1214.903 What are the requirements concerning Launch Services Agreements (LSA)?
- 1214.904 What are the conditions of use for a SSCP?
- 1214.905 What is NASA's reimbursement policy?
- 1214.906 When will my payload be scheduled to fly?
- 1214.907 Will NASA re-fly my payload if something goes wrong (and it's not my fault)?
- 1214.908 Who gets rights to patents resulting from the payload or to the scientific/research data generated?
- 1214.909 What if my payload is damaged?
- 1214.910 What are the standard services NASA provides for my payload?
- 1214.911 Can I buy optional services for my payload from NASA?
- 1214.912 Are there special provisions for SSCP participants who already have a signed LSA governed by regulations in effect before April 23, 1999?

Authority: 42 U.S.C. 2473 and 2475.

§ 1214.900 What does this subpart cover?

This subpart sets forth the rules on Space Shuttle services that are provided by NASA to participants in the Small Self-Contained Payloads (SSCP's) Program. This subpart also includes NASA's policy for the use of SSCP's by domestic educational institutions. NASA's policy on SSCP's is to stimulate and encourage the use of space by a wide range of participants, particularly those associated with education.

§ 1214.901 What is the relationship of this subpart with subparts 1214.1 and 1214.2?

This subpart governs the provision of Space Shuttle services for SSCP's; subparts 1214.1 and 1214.2 are not applicable.

§ 1214.902 Definitions.

(a) *What is a SSCP?* SSCP's, otherwise known as Get Away Specials (GAS), are small (200 pounds or less and 5 cubic feet or less) scientific research and development payloads flown on a space-available basis in a NASA-supplied standard cylindrical container under the provisions of this subpart.

(b) *Who is a SSCP participant?* A SSCP participant is any individual or entity that meets the following criteria:

(1) Submits a letter requesting a SSCP flight opportunity (for an authorized

representative of NASA, this is considered a "Letter of Intent") and includes a brief description of the proposed payload to the Shuttle Small Payload Projects Office (SSPPO), Goddard Space Flight Center, Wallops Flight Facility, National Aeronautics and Space Administration, Wallops Island, VA 23337.

(2) Any individual, entity or U.S. Government agency (other than NASA), shall also submit an earnest money deposit of \$500 to pursue a SSCP flight opportunity.

(3) The party submitting the \$500 earnest money deposit need not be the entity providing the payload. The party entering into the Launch Services Agreement (LSA) is responsible for payment of standard and optional service fees agreed upon in the signed LSA.

(4) The party signing the LSA may enter into a joint venture or other arrangement (sponsorship) with one or more parties to fly the payload in one NASA container. All participants involved in the project shall be identified in the signed LSA.

(c) *What are payload classes?* NASA determines the class for each payload based on the type of institution or organization providing or supplying the payload, as defined in the LSA. Classes of payloads are defined as follows:

(1) *Class I payloads* are payloads flown for scientific educational purposes by a recognized domestic educational institution. For a payload to qualify for flight as a Class I, "domestic educational institution payload":

(i) The applying institution must be a U.S. public or private nonprofit (Section 501(c)(3) of the Internal Revenue Code (26 U.S.C.)) educational institution, which may include universities, colleges, community colleges, elementary or secondary schools, or university-affiliated education research foundations. Entities other than Section 501(c)(3) domestic education institutions may sponsor a Class I, domestic education payload, providing the educational institution meets the criteria established for domestic educational institutions in this policy.

(ii) The payload must be certified, by an authorized official of the institution, to be part of an educational or research project that is principally for the benefit of students, rather than non-students, such as faculty, research staff or the sponsor. The certification shall include a brief explanation of the educational aspects of the payload project and how it principally benefits students.

(iii) Payload experiments should involve students in all phases of the project, including concept development,

initial planning, design, conduct, and analysis of the results of the experiments.

(2) *Class II payloads* are payloads flown for the U.S. Government.

(3) *Class III payloads* are payloads flown for other U.S. commercial and private entities.

(4) *Class IV payloads* are payloads flown for international entities, whether they be educational institutions, government or industry. Class IV payloads are subject to the same existing U.S. laws and regulations as are domestic payloads. Class IV payloads are subject to review and approval by the NASA Office of External Relations. Only payloads whose use is exclusively for peaceful purposes are eligible for flight through the GAS Program.

(d) *What is an earnest money deposit?* An earnest money deposit is a non-refundable \$500 down payment required for participation in the SSCP Program.

(e) *Why is the earnest money receipt (EMR) date important?* The earnest money receipt (EMR) date is the date NASA receives the earnest money deposit from a non-NASA participant or a "Letter of Intent" from a NASA participant. Upon receipt of the earnest money or "Letter of Intent", a payload identification number is assigned. The EMR date determines the payload's position in the flight assignment queue. To retain the EMR date, the terms defined in the Launch Services Agreement (LSA) must be met.

(f) *What is a LSA?* A Launch Services Agreement (LSA) is a binding contract that describes the governing terms and conditions for flight of an SSCP payload, including the price for standard and optional services. For more information on contents of the LSA, refer to § 1214.903.

(g) *What is a PAR?* A Payload Accommodations Requirements (PAR) document is the technical agreement, between NASA's SSCP Program and the parties designated in the LSA, which defines the unique information required for the preparation, flight and disposition of a GAS payload.

(h) *What is a PIP?* A Payload Integration Plan (PIP) defines the technical agreement between NASA's SSCP Program and the Space Shuttle Program Office at Johnson Space Center (JSC) and defines any Shuttle related optional service requirements.

(i) *What is the "queue"?* (1) The Flight Assignment Queue is the queue of payloads eligible to be manifested on a shuttle flight. To be eligible, the payload must meet the following criteria:

(i) A LSA has been signed within the requirements outlined in § 1214.903.

(ii) The requirements of the signed PAR and PIP have been met.

(iii) NASA has assessed the technical readiness of the payload and a Phase II Safety Data Package equivalent has been submitted, in accordance with the NSTS 1700.7, Safety Policy and Requirements for Payloads Using the STS and the NSTS 13830, Payload Safety Review and Data Submittal Requirement.

(2) Once a payload has met these criteria, it enters the queue with its position based on the EMR date.

(j) *What is the "Two-in-Twenty" rule?* The SSCP Program utilizes a flight assignment process in which no entity may receive more than two out of any twenty consecutive payload opportunities, as long as there are other payloads available for assignment.

(k) *What is a cancellation?* When the party signing the LSA fails to meet its obligations under the LSA, with no undue administrative delay on the part of NASA, the payload will be removed from participation in the SSCP Program with no refund of monies paid.

(l) *What are standard services?* Standard services provided to all SSCP's are listed in § 1214.910.

(m) *What are optional services?* Optional services are additional services requested by the SSCP participant and provided, at NASA's option. NASA may also determine the need for a specific optional service for a payload. Optional services require an additional cost to the participant and are identified and agreed upon in the LSA (refer to § 1214.911).

(n) *What is an undue administrative delay on the part of NASA?* An undue administrative delay is a delay caused by NASA's failure to perform its functions under the LSA in a reasonable time, as determined by NASA. Delays caused by the parties' inability to agree to the LSA terms and conditions are specifically excluded from this definition.

(o) *What is a "Letter of Intent"?* A "Letter of Intent" is written by an authorized NASA representative requesting participation in the SSCP Program. For more information on the "Letter of Intent", refer to § 1214.904(e).

§ 1214.903 What are the requirements concerning Launch Services Agreements (LSA)?

(a) Once the Earnest Money Deposit is received, the LSA shall designate:

- (1) All participants involved in the project;
- (2) The class of the payload;
- (3) The general nature and purpose of the payload;
- (4) The size and weight of the payload;

(5) The price for standard services to be provided;

(6) Any restrictions on the type of Shuttle flight appropriate for flying the payload;

(7) The payment schedule and the terms of cancellation;

(8) The optional services to be provided by NASA and the price of those services; and

(9) The means of compliance with the provisions of § 1214.908 regarding significant impact on public health, safety or welfare.

(b) A separate LSA shall be signed for each payload.

(c) The LSA must be signed within 12 months from the date of the letter forwarding the LSA to the SSCP participants for signature. If the LSA is not signed within the required time, the \$500 earnest money deposit will be forfeited and the payload will be cancelled.

§ 1214.904 What are the conditions of use for a SSCP?

(a) The payload must be flown in a NASA-supplied standard container.

(b) The payload shall be used only to conduct experiments of a scientific research and development nature or scientific education purposes.

(c) All participants shall be required to furnish NASA with sufficient information to ensure Shuttle safety. NASA shall reserve the right to inspect and/or test all materials, components, and elements of the payload at any time, including sealed and commercially supplied payload elements.

(d) The party signing the LSA shall be required to furnish NASA with sufficient information to verify peaceful purposes and NASA's and the U.S. Government's continued compliance with law and the Government's obligations.

(e) NASA participants shall submit a "Letter of Intent", signed by an authorized NASA representative, to initiate the process of arranging for a SSCP flight. A NASA Center is required to seek sponsorship from a NASA Headquarters Program Office, identify that sponsoring code and obtain their concurrence in the "Letter of Intent".

(f) The NASA Administrator reserves the right to determine the acceptability of any SSCP participant and any payload, on a case-by-case basis. The NASA Administrator may reject any payload, which, in his/her opinion, would be contrary to the educational mission of this program or NASA's mission.

(g) To assure humane treatment, the Office of Biological and Physical Research at NASA Headquarters will

review all experiments using live animals.

§ 1214.905 What is NASA's reimbursement policy?

(a) *Will I get my earnest money back if I cancel?* No, the earnest money is non-refundable, but is applied to the standard flight price if the LSA is signed within the required time. If the LSA is not signed within the required time, the \$500 earnest money will be forfeited and the payload will be cancelled.

(b) *How will I reimburse NASA for services?*

(1) NASA shall be reimbursed an amount, which is the sum of the price for standard services and the price for optional services.

(2) All standard services shall be charged on a fixed-price basis. Prices are based on the payload classification, weight and volume.

(3) NASA shall be reimbursed in accordance with the reimbursement schedule specified in the signed LSA.

(c) When there is no undue administrative delay on the part of NASA, and the progress payments are not reimbursed to NASA within the allocated time provided in the LSA, all monies paid to date will be forfeited and the payload will be cancelled.

§ 1214.906 When will my payload be scheduled to fly?

(a) NASA shall not be obligated to perform any standard or optional services, including flight scheduling and placement of the payload on the STS, if the terms of the signed LSA have not been met.

(b) *How does the flight queue work?* Tentative flight assignments of payloads shall be made on a rotation basis using the rotation sequence of Class I, II, I, III, I, IV, I, II, etc. (refer to § 1214.902(d)). Rotation is maintained in a continuing sequence from mission to mission. Payloads must meet all other mission requirements to be assigned to the available space. If, at the time of a tentative flight assignment, there are no payloads in the current class of the continuing rotation that meet all the mission requirements, payloads of the next class in the rotation sequence shall be considered until a payload meeting the requirements is found available.

(c) *Are there reasons my payload would not be assigned to an available flight?* Payloads shall be assigned on the basis of their positions in the flight assignment queue within each class with the following exceptions:

(1) If the available flight does not meet the payload's requirements as defined in their signed PAR and LSA, the payload shall not be assigned to the flight but

shall retain its position in the flight assignment queue until a suitable flight becomes available.

(2) If the "Two-in-Twenty" rule applies to a payload, that payload shall not be assigned to the flight, but shall retain its position in the flight assignment queue (refer to § 1214.902 (k)).

(d) Once a payload has been given a tentative flight assignment, it shall not be removed from a flight as a result of another SSCP participants' subsequent signing of a LSA.

(e) NASA may reschedule a payload tentatively assigned to a flight as a result of other Shuttle operational considerations. Should this be necessary, rescheduling shall be done on a last-on, first-off basis.

(f) Payloads being re-flown pursuant to § 1214.907 and payloads rescheduled by NASA after tentative flight assignment shall have flight assignment priority, in that order, on subsequent flights over all other payloads including those already assigned to other flights.

(g) NASA shall determine the date for payload delivery to the launch site. Payment of launch fees, as defined in the signed LSA, is required before the payload delivery to launch site.

§ 1214.907 Will NASA re-fly my payload if something goes wrong (and it's not my fault)?

(a) NASA will provide a one-time re-flight of a payload at no additional charge for SSCP standard services, if all the following occur:

(1) Standard SSCP systems are not within nominal specifications, at the time of first turn-on of the payload in orbit, through no fault of the SSCP participant (including all its related entities).

(2) The payload's mission objectives are not achieved solely as a direct result of the conditions or events described in paragraph (a)(1) of this section; and

(3) The payload returns safely to Earth or a second (essentially identical) payload is provided for re-flight.

(b) A re-flight shall be provided with a dollar credit towards future optional SSCP services, or the party signing the LSA shall be refunded, for any unused optional SSCP services purchased and paid for on the Shuttle flight which entitles the payload to a re-flight.

(c) The two-in-twenty rule is not applicable to the re-flight of the payloads described in this section.

§ 1214.908 Who gets rights to patents resulting from the payload or to the scientific/research data generated?

(a) NASA will not acquire rights to inventions, patents, or proprietary data

privately funded by SSCP participants, or arising out of activities for which NASA has been reimbursed under the policies set forth in this subpart. However, in certain instances in which the NASA Administrator has determined that activities may have a significant impact on the public health, safety, or welfare, NASA may obtain assurances from the participants that the results will be made available to the public on terms and conditions reasonable under the circumstances.

(b) NASA, unless otherwise agreed, will require all scientific or research data to be made publicly available without restriction of disclosure and use no later than one year after the Shuttle mission on which the payload was flown. Possible exceptions are:

(1) Those results comprising an invention for which patent protection has been or will in a reasonable time be sought; or

(2) Data disclosing an invention prior to applying for patent protection thereon.

§ 1214.909 What if my payload is damaged?

The flight price does not include a contingency or premium for damage that may be caused to a payload through the fault of the U.S. Government, its contractors, or other Space Shuttle users. The U.S. Government assumes no risk for damage or loss to the payload. The participants in the SSCP Program assume this risk and are free to purchase insurance protection against damage or loss to their payload. In the event the party signing the LSA permits a third party to use its SSCP flight opportunity, this third party will be required to agree to the terms of the cross-waiver of liability in the launch services agreement.

§ 1214.910 What are the standard services NASA provides for my payload?

The following are standard services provided for SSCP's:

(a) Flight in a NASA flight-qualified standard container.

(b) Use of a NASA shipping container.

(c) One "on" and one "off" signal provided on each of three NASA-provided inputs to the container.

(d) Choice of one standard NASA container atmosphere (vacuum, breathing air, inert gas, inert gas vented in space).

(e) Limited consultation on space systems provided by NASA at designated NASA centers.

(f) Standard NASA payload safety reviews at a designated NASA center. (Safety shall not be compromised. Unusually complex safety reviews or

testing/analysis requires additional funding as an optional service.)

(g) Pre-integration storage of the payload at Kennedy Space Center (KSC).

(h) Limited access to the payload prior to integration.

(i) Installation of the payload in the container and removal of the payload from the container after flight.

(j) Installation of the container in the Shuttle and removal of the container from the Shuttle after flight.

(k) KSC launch.

(l) On-orbit payload operational time consistent with the primary Space Shuttle mission.

(m) Brief post-flight documentation of the Space Shuttle mission profile and payload operational times.

(n) Return of payload to the participant at the launch site.

§ 1214.911 Can I buy optional services for my payload from NASA?

(a) Optional services are available, and the price, terms, and conditions for such services shall be negotiated on a case-by-case basis and agreed upon in the LSA.

(b) Optional services could result in substantial additional charges and increased liability insurance requirements and/or affect NASA's ability to manifest the payload.

(c) NASA may, at its sole discretion, approve or deny the provision of requested optional services.

§ 1214.912 Are there special provisions for SSCP participants who already have a signed LSA governed by regulations in effect before April 23, 1999?

(a) Where there are participants with a signed LSA governed by the provisions of 14 CFR 1214.9 and 1214.10 in effect before April 23, 1999 (and contained in the 14 CFR, Part 1200 to end, edition revised as of January 1, 1999), and there will be new participants with a signed LSA governed by the provisions of this subpart 14 CFR 1214.9, the following provisions apply to the manifesting of payloads:

(1) Participants with a signed LSA may elect to sign a new LSA, and retain their Earnest Money Receipt date as defined in their original signed LSA. Once the new LSA is signed, the provisions of this subpart apply to those participants.

(2) Participants with a signed LSA who choose not to sign a new LSA will retain their Earnest Money Receipt date and their payload classification as defined in their original signed LSA, 14 CFR 1214.9 and 1214.10 in effect before April 23, 1999 and shall apply to their payload's participation in the SSCP program.

(3) Participants who do not have a signed LSA or have not met the terms of their signed LSA will be required to either sign a new LSA or their payload

will be cancelled and all monies paid will be forfeited.

(b) The primary differences between the provisions in effect before April 23, 1999 and the provisions in this subpart

are the payload classification and rotation sequence for manifesting payloads, as set forth in the following table:

| The previous rotation sequence: | If you remain under the old signed LSA, your payload class will be: | If and when you sign a new LSA, your payload class will be: | The new rotation sequence: |
|---|--|--|---|
| Class II, Class I, Class II, Class III, Class II, Class I, etc. | Class I—Domestic Education Class II—Other U.S. and International Class III—U.S. Government | Class I—Domestic Education Class II—U.S. Government Class III—Other U.S. Class IV—International | Class I, Class II, Class I, Class III, Class I, Class IV, Class I, etc. |

(c) Payloads will be offered tentative flight opportunities for each mission in the following sequence until the flight manifest is fulfilled:

(1) As defined in the provisions of 14 CFR 1214.9 and 1214.10 in effect before April 23, 1999, payloads with signed LSA's will be tentatively manifested utilizing the class rotation of II, I, II, III until this queue is exhausted;

(2) If the previous queue is exhausted and additional payloads are needed to fulfill the flight manifest, the new class rotation of I, II, I, III, I, IV, as defined in this subpart 1214.9, will then be used to tentatively manifest payloads with signed LSA's until the manifest is fulfilled.

(3) NASA participants are not required to sign a LSA and are considered a government class payload in both rotation sequences as defined in paragraphs (c)(1) and (2) of this section.

Dated: July 9, 2001.

Daniel S. Goldin,

Administrator.

[FR Doc. 01-17786 Filed 7-17-01; 8:45 am]

BILLING CODE 7501-01-P

DEPARTMENT OF TRANSPORTATION

Coast Guard

33 CFR Part 100

[CGD 09-01-076]

RIN 2115-AE46

Special Local Regulations for Marine Events; Sturgeon Bay Canal, Sturgeon Bay, Wisconsin

AGENCY: Coast Guard, DOT.

ACTION: Temporary final rule.

SUMMARY: The Coast Guard is adopting temporary special local regulations for the Sturgeon Bay Venetian Night Parade and Fireworks, an event to be held on the waters of the Sturgeon Bay Canal, Sturgeon Bay, Wisconsin. These special local regulations are necessary to provide for the safety of life on

navigable waters during the event. This action is intended to restrict vessel traffic in the Sturgeon Bay Canal, Sturgeon Bay, Wisconsin during the event.

DATES: This rule is effective from 8:20 p.m. to 10 p.m. on August 4, 2001.

ADDRESSES: Comments and material received from the public, as well as documents indicated in this preamble as being available in the docket, are part of docket [CDG-09-01-076] and are available for inspection or copying at U.S. Coast Guard Marine Safety Office Milwaukee, 2420 S. Lincoln Memorial Drive, Milwaukee, Wisconsin 53207 from 7 a.m. to 3:30 p.m. Monday through Friday, except Federal holidays.

FOR FURTHER INFORMATION CONTACT:

LCDR Timothy Sickler, Port Operations Chief, Marine Safety Office Milwaukee, 2420 South Lincoln Memorial Drive, Milwaukee, WI 53207. The phone number is (414) 747-7155.

SUPPLEMENTARY INFORMATION:

Regulatory Information

We did not publish a notice of proposed rulemaking (NPRM) for this regulation. Under 5 U.S.C. 553(b)(B), the Coast Guard finds that good cause exists for not publishing an NPRM. Under 5 U.S.C. 553(d)(3), the Coast Guard finds that good cause exists for making this rule effective less than 30 days after publication in the **Federal Register**. The permit application did not allow sufficient time for publication of an NPRM followed by a temporary final rule effective 30 days after publication. Any delay of the effective date of this rule would be contrary to the public interest by exposing the public to the known dangers associated with fireworks displays and the possible loss of life, injury, and damage to property.

Background and Purpose

On August 4, 2001 the Sturgeon Bay Yacht Club will sponsor a boat parade from 8:20 p.m. to 9:30 p.m., followed by a fireworks display from 9:30 p.m. to 10 p.m., on the waters of the Sturgeon Bay Canal, Sturgeon Bay, Wisconsin. The

fireworks will be launched from a barge anchored in the Sturgeon Bay Canal. A fleet of spectator vessels is expected to gather near the event site to view the parade and aerial demonstration. To provide for the safety of spectators and other transiting vessels, the Coast Guard will temporarily restrict vessel traffic in the event area during the parade and fireworks display.

The regulated area for the parade will encompass the waters of Sturgeon Bay bounded by the following coordinates: from the point of origin at 44° 49'51" N, 087°22'56" W; southeast to 44°49'31" N, 087°22'29" W; northeast to 44°49'32" N, 087°22'28" W; southeast to 44°49'27" N, 087°22'20" W; northeast to 44°49'33" N, 087°22'11" W; northwest to 44°49'43" N, 087°22'34" W; northwest to 44°49'56" N, 087°22'49" W, and then returning southwest to the point of origin. These coordinates are based on North American Datum of 1983 (NAD 83).

The regulated area for the fireworks display will encompass the waters of Sturgeon Bay bounded by the arc of a circle with a 350-foot radius with its center in approximate position 44°49'34" N, 087°22'25" W, offshore of Sturgeon Bay Yacht Club, Sturgeon Bay, Wisconsin (NAD 83). The size of the zone was determined using the National Fire Prevention Association guidelines and local knowledge concerning wind, waves, and currents.

Regulatory Evaluation

This rule is not a "significant regulatory action" under section 3(f) of Executive Order 12866, Regulatory Planning and Review, and does not require an assessment of potential costs and benefits under section 6(a)(3) of that Order. The Office of Management and Budget has not reviewed it under that Order. It is not "significant" under the regulatory policies and procedures of the Department of Transportation (DOT) (44 FR 11040, February 26, 1979).

We expect the economic impact of this temporary final rule to be so minimal that a full Regulatory Evaluation under paragraph 10(e) of the