review, or response to the petition or cross petition.

(5) The Board shall decide the merits of any timely allegation that is raised at this stage of adjudication in a final decision.

(c) All complaints of discrimination on the basis of disability in programs and activities conducted by the agency, except for those described in paragraphs (a) and (b) of this section, shall be filed under the procedures described in this paragraph.

(1) *Who may file.* Any person who believes that he or she has been subjected to discrimination prohibited by this part, or authorized representative of such person, may file a complaint. Any person who believes that any specific class of persons has been subjected to discrimination prohibited by this part and who is a member of that class or the authorized representative of a member of that class may file a complaint. A charge on behalf of a person or member of a class of persons claiming to be aggrieved may be made by any person, agency or organization.

(2) *Where and when to file.* Complaints shall be filed with the Director, Office of Equal Employment Opportunity (EEO Director), Merit Systems Protection Board, 1615 M Street, NW., Washington DC 20419, or e-mailed to *equalopportunity@mspb.gov*, within thirty-five (35) calendar days of the alleged act of discrimination. A complaint filed by personal delivery is considered filed on the date it is received by the EEO Director. The date of filing by facsimile or e-mail is the date the facsimile or e-mail is sent. The date of filing by mail is determined by the postmark date; if no legible postmark date appears on the mailing, the submission is presumed to have been mailed five days (excluding days on which the Board is closed for business) before its receipt. The date of filing by commercial overnight delivery is the date the document was delivered to the commercial overnight delivery service. The agency shall extend the time period for filing a complaint upon a showing of good cause. For example, the agency shall extend this time limit if a complainant shows that he or she was prevented by circumstances beyond his or her control from submitting the matter within the time limits.

(3) *Acceptance of complaint.* (i) The agency shall accept a complete complaint that is filed in accordance with paragraph (c) of this section and over which it has jurisdiction. The EEO Director shall notify the complainant of receipt and acceptance of the complaint.

(ii) If the EEO Director receives a complaint that is not complete, he or she shall notify the complainant that additional information is needed. If the complainant fails to complete the complaint and return it to the EEO Director within 15 days of his or her receipt of the request for additional information, the EEO Director shall dismiss the complaint with prejudice and shall so inform the complainant.

(4) Within 60 days of the receipt of a complete complaint for which it has jurisdiction, the EEO Director shall notify the complainant of the results of the investigation in an initial decision containing—

(i) Findings of fact and conclusions of law;

(ii) When applicable, a description of a remedy for each violation found; and

(iii) A notice of the right to appeal.

(5) Any appeal of the EEO Director's initial decision must be filed with the Chairman of the Board, Merit Systems Protection Board, 1615 M Street, NW., Washington, DC 20419 by the complainant within 35 days of the date the EEO Director issues the decision required by § 1207.170(c)(4). The agency may extend this time for good cause when a complainant shows that circumstances beyond his or her control prevented the filing of an appeal within the prescribed time limit. An appeal filed by personal delivery is considered filed on the date it is received by the Chairman. The date of filing by facsimile is the date of the facsimile. The date of filing by mail is determined by the postmark date; if no legible postmark date appears on the mailing, the submission is presumed to have been mailed five days (excluding days on which the Board is closed for business) before its receipt. The date of filing by commercial overnight delivery is the date the document was delivered to the commercial overnight delivery service. The appeal should be clearly marked ''Appeal of Section 504 Decision'' and must contain specific objections explaining why the person believes the initial decision was factually or legally wrong. A copy of the initial decision being appealed should be attached to the appeal letter.

(6) A timely appeal shall be decided by the Chairman unless the Chairman determines, in his or her discretion, that the appeal raises policy issues and that the nature of those policy issues warrants a decision by the full Board. The full Board shall then decide such appeals.

(7) The Chairman shall notify the complainant of the results of the appeal within sixty (60) days of the receipt of the request. If the Chairman determines that he or she needs additional information from the complainant, he or she shall have sixty (60) days from the date he or she receives the additional information to make his or her determination on the appeal.

(8) The time limit stated in paragraph (c)(2) may be extended by the EEO Director to a period of up to 180 days, and may be extended further with the permission of the Assistant Attorney General. The time limit stated in paragraph (c)(5) may be extended by the Chairman to a period of up to 180 days, and may be extended further with the permission of the Assistant Attorney General.

(9) The agency may delegate its authority for conducting complaint investigations to other Federal agencies, except that the authority for making the final determination may not be delegated to another agency.

(d) The agency shall notify the Architectural and Transportation Barriers Compliance Board upon receipt of any complaint alleging that a building or facility that is subject to the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151–4157), is not readily accessible to and usable by individuals with disabilities.

(e) If the agency receives a complaint over which it does not have jurisdiction, it shall promptly notify the complainant and shall make reasonable efforts to refer the complaint to the appropriate entity.

§§ 1207.171–1207.999 [Reserved]

Bentley M. Roberts, Jr.,

Clerk of the Board.

[FR Doc. 05–9209 Filed 5–6–05; 8:45 am]

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DEPARTMENT OF AGRICULTURE

Animal and Plant Health Inspection Service

7 CFR Part 301

[Docket No. 03–052–3]

Karnal Bunt; Compensation for Custom Harvesters in Northern Texas

AGENCY: Animal and Plant Health Inspection Service, USDA.

ACTION: Final rule.

SUMMARY: We are adopting as a final rule, with changes, an interim rule that amended the Karnal bunt regulations to provide for the payment of compensation to custom harvesters for losses they incurred due to the requirement that their equipment be

cleaned and disinfected after four counties in northern Texas were declared regulated areas for Karnal bunt during the 2000–2001 crop season. The interim rule also amended the regulations to provide for the payment of compensation to owners or lessees of other equipment that came into contact with Karnal bunt-positive host crops in those counties and was required to be cleaned and disinfected during the 2000–2001 crop season. This final rule amends the interim rule to indicate that affected parties may apply for compensation whenever disinfection was required by an inspector and to extend the deadline by which claims for compensation must have been submitted. The payment of compensation is necessary to reduce the economic burden imposed by the regulations and to encourage the participation of, and obtain cooperation from, affected individuals in our efforts to contain and reduce the presence of Karnal bunt in the United States.

DATES: *Effective Date:* May 9, 2005.

FOR FURTHER INFORMATION CONTACT: Dr. Matthew H. Royer, Senior Program Advisor, Pest Detection and Management Programs, PPQ, APHIS, 4700 River Road Unit 26, Riverdale, MD 20737–1234; (301) 734–3769.

SUPPLEMENTARY INFORMATION:

Background

Karnal bunt is a fungal disease of wheat (*Triticum aestivum*), durum wheat (*Triticum durum*), and triticale (*Triticum aestivum* X *Secale cereale*), a hybrid of wheat and rye. Karnal bunt is caused by the smut fungus *Tilletia indica* (Mitra) Mundkur and is spread primarily through the movement of infected seed. In the absence of measures taken by the U.S. Department of Agriculture (USDA) to prevent its spread, the establishment of Karnal bunt in the United States could have significant consequences with regard to the export of wheat to international markets.

The regulations regarding Karnal bunt are set forth in 7 CFR 301.89–1 through 301.89–16 (referred to below as the regulations). Among other things, the regulations define areas regulated for Karnal bunt and restrict the movement of certain regulated articles, including wheat seed and grain, from the regulated areas. The regulations have also provided for the payment of compensation for certain growers, handlers, seed companies, owners of grain storage facilities, flour millers, and participants in the National Karnal Bunt Survey who incurred losses and expenses because of Karnal bunt during certain years.

In an interim rule effective and published in the **Federal Register** on May 5, 2004 (69 FR 24909–24016, Docket No. 03–052–1), we amended the regulations in § 301.89–16 to provide for the payment of compensation to custom harvesters whose mechanized harvesting equipment was used to harvest Karnal bunt-positive host crops in Archer, Baylor, Throckmorton, and Young Counties, TX, during the 2000–2001 crop season and was required to be cleaned and disinfected prior to movement from those counties. This compensation was intended to reimburse custom harvesters for the cost of that cleaning and disinfection. The interim rule also provided for the payment of compensation equivalent to the value of one contract that an eligible custom harvester lost due to the downtime necessitated by cleaning and disinfection. If an eligible custom harvester did not lose a contract due to this downtime, the interim rule provided compensation for the fixed costs he or she incurred during the time the machine was being cleaned and disinfected. The interim rule also provided for the payment of compensation for the expenses associated with the cleaning and disinfection of other types of equipment used in the four affected counties. The specific amounts of compensation provided were discussed in detail in the interim rule.

In a subsequent technical amendment effective and published in the **Federal Register** on July 8, 2004 (69 FR 41181, Docket No. 03–052–2), we extended the deadline for submitting claims for compensation under the regulations established by the interim rule from September 2, 2004, to December 31, 2004.

Comments on the interim rule were required to be received on or before July 6, 2004. We received 334 comments by that date. They were from custom harvesters, a representative of custom harvesters, and a State plant protection organization. We carefully considered all the comments we received. They are discussed below by topic.

Eligibility for Compensation

The interim rule provided for the payment of compensation for costs related to the cleaning and disinfection of mechanized harvesting equipment that had been used to harvest host crops that had tested positive for Karnal bunt and for costs related to the cleaning and disinfection of other equipment that had come into contact with host crops that had tested positive for Karnal bunt. Several commenters stated that all mechanized harvesting equipment leaving Archer, Baylor, Throckmorton, and Young Counties during the 2000–2001 crop season was required by Animal and Plant Health Inspection Service (APHIS) inspectors to be cleaned and disinfected, regardless of whether the host crops the mechanized harvesting equipment had been used to harvest had been tested and found to be positive for Karnal bunt. The commenters asked that we amend the rule to provide for the payment of compensation to custom harvesters whose mechanized harvesting equipment was used to harvest host crops that had not been tested for Karnal bunt but was nevertheless required by an inspector to be cleaned and disinfected prior to movement from the regulated counties.

In an emergency situation, it is important to act quickly to prevent the spread of Karnal bunt. The inspectors who required cleaning and disinfection for mechanized harvesting equipment that had been used to harvest crops that had not been tested for Karnal bunt had determined that the host crops were infected according to the definition of *infestation (infected)* in § 301.89–1 of the regulations, which specifies that crops may be considered infected if, among other things, there exist ''circumstances that make it reasonable to believe that Karnal bunt is present.''

As we discussed in the preamble of the interim rule, any delays associated with cleaning and disinfection cause custom harvesters to incur losses. If inspectors had halted the movement of mechanized harvesting equipment from the regulated counties pending the receipt of Karnal bunt test results for the host crops the mechanized harvesting equipment was used to harvest, the delays suffered by the custom harvesters could have been longer, which could have resulted in additional costs associated with complying with the regulations. By requiring that any mechanized harvesting equipment used to harvest host crops in the four regulated counties be cleaned and disinfected prior to moving from the regulated area, even if the host crops that the mechanized harvesting equipment had been used to harvest had not yet been tested, inspectors were acting to minimize these costs. However, some costs were still incurred due to cleaning and disinfection, and it was our intent to provide for the payment of compensation to all custom harvesters whose equipment was required by an inspector to be cleaned and disinfected prior to movement from the regulated counties.

Similar considerations apply to owners or lessees of other equipment in Archer, Baylor, Throckmorton, or Young Counties during the 2000–2001 crop season who were eligible for compensation under the interim rule. The owners or lessees of these pieces of equipment had scheduled the movement of the equipment from the affected area prior to the designation of these counties as regulated areas and needed to move the equipment out of the regulated areas to continue their harvesting. Any delays associated with testing the host crops with which this other equipment came into contact for Karnal bunt would have further hampered the harvesting efforts for which the other equipment needed to move from the regulated counties.

However, the commenters are correct that the compensation provisions established by the interim rule technically excluded from applying for compensation those custom harvesters whose equipment had been used to harvest host crops that had not been tested for Karnal bunt but was nevertheless required by an inspector to be cleaned and disinfected. The compensation provisions also excluded owners or lessees of other equipment that came into contact with host crops that had not been tested for Karnal bunt but was nevertheless required by an inspector to be cleaned and disinfected from applying for compensation. Therefore, in this final rule, we have amended the phrases that begin each subparagraph of the specific compensation provisions established by the interim rule in paragraph (d) of § 301.89–16 that describe who is eligible to apply for compensation. As the interim rule established it in the paragraphs describing compensation provided to custom harvesters, this phrase read:

''Custom harvesters who harvested host crops that tested positive for Karnal bunt and that were grown in Archer, Baylor, Throckmorton, or Young Counties, TX, during the 2000–2001 crop season * * *''

We are amending it to read:

''Custom harvesters who harvested host crops that an inspector determined to be infected with Karnal bunt and that were grown in Archer, Baylor, Throckmorton, or Young Counties, TX, during the 2000–2001 crop season * * *''

Similarly, the phrase that begins the paragraph providing compensation to owners or lessees of other equipment read:

''Owners or lessees of equipment other than mechanized harvesting equipment and seed conditioning equipment that came into contact with host crops that tested positive for Karnal bunt in Archer, Baylor, Throckmorton, or Young Counties, TX, during the 2000–2001 crop season * * *''

We are amending it to read:

''Owners or lessees of equipment other than mechanized harvesting equipment and seed conditioning equipment that came into contact with host crops that an inspector determined to be infected with Karnal bunt in Archer, Baylor, Throckmorton, or Young Counties, TX, during the 2000–2001 crop season * * *''

In addition, the regulations established by the interim rule described the PPQ–540 certificate issued according to § 301.89–6 to allow the movement of equipment from a regulated area as follows:

''* * * the PPQ–540 certificate issued to allow the movement of mechanized harvesting equipment from a regulated area after it has been used to harvest Karnal bunt-positive host crops and has been subsequently cleaned and disinfected.''

We are amending this description to read as follows:

''* * * the PPQ–540 certificate issued to allow the movement of mechanized harvesting equipment from a regulated area after it has been used to harvest host crops that an inspector determined to be infected with Karnal bunt and has been subsequently cleaned and disinfected.''

We have also changed other references to ''Karnal bunt-positive host crops'' in these paragraphs to refer to ''Karnal bunt-infected host crops.'' We believe these amendments address the commenters' concerns.

Several commenters stated that compensation should only be offered to members of U.S. Custom Harvesters, an industry trade group, to ensure that any compensation paid under the provisions established by the interim rule would be paid to a verifiable U.S. custom harvester.

We believe that any custom harvester who was required to clean and disinfect his or her mechanized harvesting equipment prior to movement from the four regulated counties in the 2000–2001 crop season and who submits a claim in accordance with the requirements of the interim rule should be eligible for compensation, regardless of his or her membership status in an industry trade group. We are making no changes to the interim rule in response to this comment.

Documentation of Claims

Several commenters stated that, during the outbreak of Karnal bunt in the four Texas counties, APHIS inspectors told some harvesters who had harvested wheat in the regulated area but who had already moved their equipment from the regulated area that cleaning and disinfection of their mechanized harvesting equipment was necessary to prevent the spread of Karnal bunt. According to these commenters, the inspectors stated that a verbal attestation of having cleaned and disinfected their mechanized harvesting equipment according to the requirements of § 301.89–13(a) was sufficient to allow further movement and did not issue a PPQ–540 certificate to allow the movement of the mechanized harvesting equipment. The commenters specifically cited one custom harvester who had cleaned and disinfected his equipment in another county, and another who cleaned and disinfected his equipment in another State. Since the compensation provisions established by the interim rule required that the claimant present a copy of the PPQ–540 certificate, these harvesters would not be able to apply for compensation. The commenters suggested that claimants be allowed to present a ''Certificate of Claim in Good Faith'' in lieu of a PPQ–540 certificate.

Another commenter stated that it was likely that some custom harvesters had misplaced their PPQ–540 certificates in the time since the 2000–2001 crop season and asked that APHIS waive the requirement for the PPQ–540 provided that APHIS has a copy of the PPQ–540 issued to the affected custom harvester.

We are aware of claims that certain custom harvesters cleaned and disinfected their mechanized harvesting equipment at the suggestion of APHIS inspectors after they had moved their mechanized harvesting equipment from the regulated counties. However, a relatively small number of custom harvesters may have been affected by this situation, and those custom harvesters do not all have the same evidence in support of their claims that APHIS suggested that they clean and disinfect their mechanized harvesting equipment; therefore, we prefer to evaluate claims for compensation resulting from this situation on a case-by-case basis rather than providing for the payment of such compensation in the regulations. We invite custom harvesters who cleaned and disinfected their equipment at the suggestion of an APHIS inspector to contact the person listed under **FOR FURTHER INFORMATION CONTACT** or write to Plant Protection and Quarantine, APHIS, USDA, 304 West Main Street, Olney, TX 76374, in order to present their evidence. We are making no changes to the regulations

established in the interim rule in response to these comments.

In response to the second commenter's concern, if any custom harvesters have misplaced their PPQ–540 certificates, we will provide a copy of their PPQ–540 certificate upon request. Custom harvesters needing a copy of the PPQ–540 certificate should address their requests to Plant Protection and Quarantine, APHIS, USDA, 304 West Main Street, Olney, TX 76374.

Several commenters stated that almost all contracts between growers and custom harvesters are verbal contracts. These commenters requested that we accept a notarized statement asserting that a custom harvester harvested wheat in one of the four counties during the 2000–2001 crop season, along with the name and address of the producer for whom he or she harvested, in lieu of a contract or other signed agreement for harvesting.

We recognize that almost all contracts between growers and custom harvesters are verbal contracts. This is why the interim rule provided that an affidavit stating that the custom harvester entered into an agreement to harvest in Archer, Baylor, Throckmorton, or Young County during the 2000–2001 crop season prior to the designation of the relevant county as a regulated area for Karnal bunt could be submitted in lieu of a contract or other signed agreement as proof that the custom harvester harvested in the regulated area. However, due to an oversight, we did not provide that an affidavit stating that the custom harvester entered into an agreement to harvest could be submitted in lieu of the contract for harvesting in an area not regulated for Karnal bunt that had been lost due to cleaning and disinfecting harvesting equipment and for which the custom harvester wished to receive compensation. This final rule corrects this oversight. Just as the contract for which the custom harvester will receive compensation is required to have been signed on a date prior to the designation of the relevant county as a regulated area for Karnal bunt, the affidavit will be required to state that the custom harvester entered into an agreement to harvest on a date prior to the designation of the relevant county as a regulated area for Karnal bunt.

Relating to the submission of affidavits, we are making one additional change in this final rule. The regulations established by the interim rule did not specify who had to sign the affidavit to attest that the custom harvester had entered into an agreement to harvest. In this final rule, we are amending the regulations to specify in each case in which an affidavit may be submitted that the affidavit must be signed by the customer of the custom harvester with whom the custom harvester entered into an agreement to harvest.

Other Compensation

Several commenters stated that the compensation provided by the interim rule does not cover the actual loss of revenue or the devaluation of equipment associated with cleaning and disinfection after exposure to Karnal bunt-infected crops. According to these commenters, in some cases, custom harvesters who harvested wheat that tested positive for Karnal bunt have not been able to trade or sell their mechanized harvesting equipment due to unwarranted fear of contamination. The commenters stated that custom harvesters in that situation should receive compensation similar to that received by grain handlers in Arizona who handled Karnal bunt-positive host crops after the 1996 outbreak of Karnal bunt in that State; these commenters stated that the grain handlers received compensation for 3 years of lost revenue and contracts.

It is USDA policy to pay compensation only for documented costs of complying with the regulations. The interim rule provided compensation for the cost of cleaning and disinfection of mechanized harvesting equipment and for either a contract lost due to the downtime associated with cleaning and disinfection or for fixed costs incurred during the downtime associated with cleaning and disinfection. We determined the amount of compensation provided for these items based on data provided by U.S. Custom Harvesters.

The grain handlers in Arizona were compensated in accordance with paragraph (b)(2) of § 301.89–14, which provided for the payment of compensation for loss in value of wheat. The determination of how much value the wheat had lost was based in part on any contracts the grain handlers might have signed; however, compensation for the wheat did not exceed $2.50 per bushel under any circumstances. Contrary to the commenters' assertion, compensation was not provided to the grain handlers for lost revenue or contracts; contracts were used, when available, to help determine the loss in value of the affected wheat.

With regard to the concerns about devaluation of equipment, it is APHIS's priority to ensure that the movement of mechanized harvesting equipment from a regulated area does not pose a risk of spreading Karnal bunt into a nonregulated area, and the cleaning and disinfection process described in § 301.89–13 mitigates that risk. We do not believe it is appropriate for APHIS to provide compensation for a possible loss of equipment value that is undocumented and that, if it exists, is due to reluctance on the part of private buyers rather than to a demonstrable risk that the equipment might spread Karnal bunt. We are making no changes to the interim rule in response to this comment.

Compensation for Other Custom Harvesters

Although they did not take issue with any of the provisions of the interim rule, several other commenters urged us to expand its scope to provide compensation to custom harvesters who participated in the initial Karnal bunt survey in Arizona in 1996. These commenters pointed to the interim rule as setting a precedent for providing compensation to custom harvesters that should be followed in the case of these Arizona harvesters.

Many of these commenters cited growers, handlers, seed companies, and wheat straw producers as other entities in the wheat marketing chain to whom APHIS had provided compensation for lost contract value. Some of these commenters suggested that APHIS should provide for the payment of compensation to the custom harvesters similar to that provided to seed companies that lost revenue from wheat seed they had obtained from a regulated area because buyers would not accept APHIS's certification that the seed was free of Karnal bunt.

One of these commenters stated that custom harvesters who had participated in the initial Karnal bunt survey had suffered damage to their harvesting equipment and lost existing contracts as well as long-standing business relationships over the 1996–1997, 1997–1998, and 1998–1999 crop seasons. After cleaning and disinfection according to a protocol required by APHIS, their equipment had suffered damage that made it unusable. (This cleaning and disinfection protocol for mechanized harvesting equipment was required administratively and was never added to the regulations; different, and potentially less damaging, cleaning and disinfection protocols were added to the regulations in a final rule published in the **Federal Register** on October 4, 1996 [61 FR 52189–52213, Docket No. 96–016–14].) The harvesters were not compensated for this damage until after the 1998–1999 crop season. In addition, there were reports that growers would not hire these custom harvesters because they did not want equipment

associated with the pre-harvest sampling program to harvest in their fields due to fears that the equipment would spread Karnal bunt.

This commenter requested that APHIS provide for the payment of compensation for the revenue that would have been realized from contractual relationships that were lost due to the growers' reluctance to allow these custom harvesters' equipment to harvest in their fields; the commenter also suggested appropriate supporting documentation for such claims. The commenter suggested the example of grain handlers in Arizona as a case where income tax statements had been used to provide proof of loss as a basis for compensation.

With regard to the compensation paid to other entities in the wheat production and marketing chain, we would like to clarify that, as described above, APHIS has only paid compensation to those entities for loss in value of wheat due to the presence of Karnal bunt. Compensation was not provided to any of these entities, including grain handlers, for lost revenue or contracts. It is USDA policy not to provide compensation for lost income, which is what the commenters requested.

The commenters do not dispute that the custom harvesters who participated in the initial Karnal bunt survey were compensated for the damage to their equipment caused by cleaning and disinfection. In addition, the custom harvesters participating in this survey were working under a contract with the USDA to undertake the survey; they lost no contracts due to the downtime necessitated by cleaning and disinfection when they moved between fields. Therefore, we believe that we have provided compensation to the custom harvesters who participated in the initial Karnal bunt survey that is equivalent to the compensation provided to the custom harvesters who harvested in Archer, Baylor, Throckmorton, and Young Counties and were required to clean and disinfect their equipment prior to movement from a regulated area. We are making no changes to the interim rule in response to these comments.

Some commenters further requested that compensation be paid to custom harvesters in California and Arizona who must clean their mechanized harvesting equipment due to Karnal bunt quarantines in those States.

The commenters did not specify whether the custom harvesters to whom they were referring were harvesting host crops in previously regulated areas or in previously nonregulated areas. With regard to previously regulated areas, on August 6, 2001, we published in the **Federal Register** a final rule (66 FR 40839–40843, Docket No. 96–016–37) that established the compensation levels for the 1999–2000 crop season and subsequent years and made several other changes to the compensation regulations. One of these changes was that, after the 2000–2001 crop season, compensation would no longer be made available to persons growing or handling host crops that were knowingly planted in previously regulated areas. This change applies to custom harvesters as well as other parties.

With regard to previously nonregulated areas, we plan to initiate rulemaking to amend the regulations to extend the compensation provisions established in the May 2004 interim rule to custom harvesters who harvest host crops that test positive for Karnal bunt and owners or lessees of other equipment that is exposed to host crops that test positive for Karnal bunt in any areas not previously regulated for Karnal bunt. That proposed rule would apply to the 2002–2003 through 2005–2006 crop seasons.

Change of Deadline for Compensation Claims

Claims for the compensation provided by the interim rule were originally required to be submitted by September 2, 2004. As noted previously, a subsequent technical amendment extended the deadline for submitting claims for compensation to December 31, 2004. However, in the Supplementary Information section of the interim rule, we stated that if a comment we received in response to the interim rule caused us to change the compensation provisions, we would provide an additional 120-day period after the effective date of the final rule during which affected persons could submit claims for compensation. Therefore, in addition to the changes discussed above, we are extending the deadline for compensation claims in this final rule from December 31, 2004, to September 6, 2005.

Therefore, for the reasons given in the interim rule and in this document, we are adopting the interim rule as a final rule, with the changes discussed in this document.

This action affirms the information contained in the interim rule concerning Executive Order 12866 and the Regulatory Flexibility Act. The potential increase in compensation under this final rule is no more than $9,000, which does not significantly change the conclusions of the interim rule's executive order and regulatory flexibility analyses. This action also affirms the information contained in the interim rule concerning Executive Orders 12372 and 12988.

Further, this action has been determined to be not significant for the purposes of Executive Order 12866 and, therefore, has not been reviewed by the Office of Management and Budget.

Effective Date

Pursuant to the administrative procedure provisions in 5 U.S.C. 553, we find good cause for making this rule effective less than 30 days after publication in the **Federal Register**. The interim rule adopted as final by this rule was effective on May 5, 2004. This rule indicates that affected parties may apply for compensation whenever disinfection was required by an inspector and extends the deadline by which claims for compensation must be submitted to September 6, 2005. Immediate action is necessary to indicate that affected parties may apply for compensation whenever disinfection was required by an inspector and to extend the deadline by which claims for compensation must be submitted in order to relieve the economic burden placed on small entities by the domestic quarantine regulations for Karnal bunt. Therefore, the Administrator of the Animal and Plant Health Inspection Service has determined that this rule should be effective upon publication in the **Federal Register**.

Paperwork Reduction Act

In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*), the information collection and recordkeeping requirements in the interim rule have been approved by the Office of Management and Budget (OMB). The assigned OMB control number is 0579–0248.

Government Paperwork Elimination Act Compliance

The Animal and Plant Health Inspection Service is committed to compliance with the Government Paperwork Elimination Act (GPEA), which requires Government agencies in general to provide the public the option of submitting information or transacting business electronically to the maximum extent possible. For information pertinent to GPEA compliance related to the interim rule, please contact Mrs. Celeste Sickles, APHIS' Information Collection Coordinator, at (301) 734–7477.

List of Subjects in 7 CFR Part 301

Agricultural commodities, Plant diseases and pests, Quarantine,

Reporting and recordkeeping requirements, Transportation.

■ Accordingly, the interim rule amending 7 CFR part 301 that was published at 69 FR 24909–24016 on May 5, 2004, is adopted as a final rule with the following changes:

PART 301—DOMESTIC QUARANTINE NOTICES

■ 1. The authority citation for part 301 continues to read as follows:

Authority: 7 U.S.C. 7701–7772; 7 CFR 2.22, 2.80, and 371.3.

Section 301.75–15 also issued under Sec. 204, Title II, Pub. L. 106–113, 113 Stat. 1501A–293; sections 301.75–15 and 301.75–16 also issued under Sec. 203, Title II, Pub. L. 106–224, 114 Stat. 400 (7 U.S.C. 1421 note).

■ 2. In § 301.89–16, paragraph (d) is amended as follows:

■ a. In the introductory text of the paragraph, by removing the date ''December 31, 2004'' and adding the date ''September 6, 2005'' in its place.

■ b. In paragraph (d)(1)(i), in the first sentence after the paragraph heading, by removing the words ''tested positive for'' and adding the words ''an inspector determined to be infected with'' in their place; in the second sentence, by removing the words ''Karnal bunt-positive'' and adding the words ''Karnal bunt-infected'' in their place; and in the last sentence, by adding the words '', signed by the customer with whom the custom harvester entered into the agreement'' before the words ''; a copy of'' and by removing the words ''Karnal bunt-positive host crops'' and adding the words ''host crops that an inspector determined to be infected with Karnal bunt'' in their place.

■ c. By revising paragraph (d)(1)(ii) to read as set forth below.

■ d. In paragraph (d)(1)(iii), in the first sentence after the paragraph heading, by removing the words ''tested positive for'' and adding the words ''an inspector determined to be infected with'' in their place; and in the last sentence, by adding the words '', signed by the customer with whom the custom harvester entered into the agreement'' before the words ''; and a copy of'' and by removing the words ''Karnal bunt-positive host crops'' and adding the words ''host crops that an inspector determined to be infected with Karnal bunt'' in their place.

■ e. In paragraph (d)(2), in the first sentence after the paragraph heading, by removing the words ''tested positive for'' and adding the words ''an inspector determined to be infected with'' in their place; and in the last sentence, by removing the words ''Karnal bunt-positive host crops'' and adding the words ''host crops that an inspector determined to be infected with Karnal bunt'' in their place.

§ 301.89–16 Compensation for grain storage facilities, flour millers, National Survey participants, and certain custom harvesters and equipment owners for the 1999–2000 and subsequent crop seasons.

* * * * *

(d) * * *

(1) * * *

(ii) *Contracts lost due to cleaning and disinfection.* Custom harvesters who harvested host crops that an inspector determined to be infected with Karnal bunt and that were grown in Archer, Baylor, Throckmorton, or Young Counties, TX, during the 2000–2001 crop season are also eligible to be compensated for the revenue lost if they lost one contract due to downtime necessitated by cleaning and disinfection, if the contract to harvest Karnal bunt-infected host crops in a previously nonregulated area was signed before the area was declared a regulated area for Karnal bunt. Compensation will only be provided for one contract lost due to cleaning and disinfection. Compensation for any contract that was lost due to cleaning and disinfection will be either the full value of the contract or $23.48 for each acre that was to have been harvested under the contract, whichever is less. To claim compensation, a custom harvester must provide copies of a contract or other signed agreement for harvesting in Archer, Baylor, Throckmorton, or Young County during the 2000–2001 crop season, signed on a date prior to the designation of the county as a regulated area for Karnal bunt, or an affidavit stating that the custom harvester entered into an agreement to harvest in Archer, Baylor, Throckmorton, or Young County during the 2000–2001 crop season prior to the designation of the county as a regulated area for Karnal bunt, signed by the customer with whom the custom harvester entered into the agreement; a copy of the PPQ–540 certificate issued to allow the movement of mechanized harvesting equipment from a regulated area after it has been used to harvest host crops that an inspector determined to be infected with Karnal bunt and had been subsequently cleaned and disinfected; and the contract for harvesting in an area not regulated for Karnal bunt that had been lost due to time lost to cleaning and disinfecting harvesting equipment, signed on a date prior to the designation of the relevant county as a regulated area for Karnal bunt, for which the custom harvester will receive compensation, or an affidavit stating that the custom harvester entered into an agreement to harvest in an area not regulated for Karnal bunt prior to the designation of the county as a regulated area for Karnal bunt and stating the number of acres that were to have been harvested and the amount the custom harvester was to have been paid under the agreement, signed by the customer with whom the custom harvester entered into the agreement.

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Done in Washington, DC, this 3rd day of May 2005.

Kevin Shea,

Acting Administrator, Animal and Plant Health Inspection Service.

[FR Doc. 05–9194 Filed 5–6–05; 8:45 am]

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DEPARTMENT OF ENERGY

10 CFR Part 300

RIN 1901–AB11

Guidelines for Voluntary Greenhouse Gas Reporting

AGENCY: Office of Policy and International Affairs, U.S. Department of Energy.

ACTION: Interim final rule and draft technical guidelines; extension of comment period.

SUMMARY: On March 24, 2005, the Department of Energy published Interim Final General Guidelines (70 FR 15169) governing the Voluntary Reporting of Greenhouse Gases Program established by section 1605(b) of the Energy Policy Act of 1992 and a notice of availability and opportunity to comment on draft technical guidelines (70 FR 15164) referenced by the general guidelines. These notices announced that the closing date for receiving public comments on both documents would be May 23, 2005. Several organizations requested that the comment period be extended to allow additional time for understanding and preparing written comments on the Interim Final General Guidelines and draft Technical Guidelines. The Department has agreed to extend the comment period to June 22, 2005.

DATES: Comments must be received on or before June 22, 2005.

ADDRESSES: Please submit written comments to: *1605bguidelines.comments@hq.doe.gov*. Alternatively, written comments may be sent to: Mark Friedrichs, PI–40; Office of Policy and International Affairs, U.S. Department of Energy, 1000 Independence Ave., SW., Washington,