Plan Amendment (GMPA) for Area B of the Presidio and associated EIS as noticed on June 30, 2000 (65 FR 40707–40708) and amended on October 11, 2000 (65 FR 60477–60478). It is expected that this plan update, known as the Presidio Trust Implementation Plan (PTIP) will provide a comprehensive planning framework within which future projects for the Presidio would proceed. Following the completion and adoption of the PTIP and associated EIS and if appropriate within the adopted comprehensive planning framework, the Trust expects to re-propose and reinitiate a project related to the Presidio Theatre, and will inform the public of its intent at that later date. As a result of this notice of termination, the Presidio Theatre project is no longer being treated as an assumption common to all alternatives (*i.e.,* as a ''given'') in the PTIP NEPA process.

Background

On April 14, 2000, the Trust announced in the **Federal Register** (65 FR 20218) its intention to prepare an Environmental Assessment (EA) for rehabilitating the existing 15,140-square-foot Presidio Theatre and adding up to 45,000 square feet of new construction for theater uses, a restaurant, retail museum and library store (project). On May 10, 2000, the Trust held a public scoping workshop to solicit public comment regarding the range of alternatives and the specific impacts to be evaluated in the EA. Following the workshop, the Trust determined based upon public comment that an EIS rather than an EA, as previously noticed, would better serve the agency's compliance with the NEPA's requirements. Therefore, on June 9, 2000, pursuant to 40 CFR 1508.22, the Trust published a notice of intent to prepare an EIS (65 FR 36746) and to extend the public scoping period to provide additional time for the public to make views known on the project. In response to public input at the May 10, 2000 scoping workshop, the Trust held a second public scoping workshop on June 19, 2000, at which time the public was able to tour Building 99 and neighboring Building 100 and to comment on revised project alternatives. Shortly after the end of the public comment period on July 24, 2000, the Trust had received 11 comment letters on NEPA issues and concerns regarding the project from seven agencies, two commenting organizations (one organization submitted two letters), and one individual. An additional 15 organizations and individuals also submitted letters expressing either their support or opposition to the project.

Termination of the Presidio Theatre project EIS at this time is with the mutual agreement of both the Trust and San Francisco Film Centre (project proponent). Independent of the Presidio Theatre EIS process, the Trust initiated the review and update of the GMPA. The PTIP and associated EIS will provide a comprehensive planning framework for Area B of the Presidio. Therefore, the Trust and the Presidio Theatre project proponent have determined to terminate the Presidio Theatre EIS process until completion of the PTIP and PTIP EIS process. A complete administrative record, including all public and agency comments received and all work completed or underway on the Presidio Theatre project, will be maintained by the Trust pending reinitiation, if appropriate, of a Presidio Theatre project following adoption of a governing comprehensive plan for Area B of the Presidio.

FOR FURTHER INFORMATION CONTACT: John Pelka, NEPA Compliance Coordinator, The Presidio Trust, 34 Graham Street, P.O. Box 29052, San Francisco, CA 94129–0052. Telephone: 415–561–5300.

Dated: October 12, 2000.

Karen A. Cook,

General Counsel.

[FR Doc. 00–26706 Filed 10–17–00; 8:45 am]

BILLING CODE 4310–4R–P

SECURITIES AND EXCHANGE COMMISSION

Issuer Delisting; Notice of Application To Withdraw From Listing and Registration; (DuraSwitch Industries, Inc., Common Stock, $.001 Par Value) File No. 1–15069

October 12, 2000.

DuraSwithch Industries, Inc., a Nevada corporation (''Comany''), has filed an application with the Securities and Exchange Commission (''Commission''), pursuant to Section 12(d) of the Securities and Exchange Act of 1934 (''Act'') [1] and Rule 12d2–2(d) thereunder,[2] to withdraw its Common Stock, $.001 par value (''Security''), from listing and registration on the American Stock Exchange LLC (''Amex'').

The Company has effected a new listing for its Security on the National Market of the Nasdaq Stock Market, Inc. (''Nasdaq''). Trading in the Security on the Nasdaq commenced, and was concurrently suspended on the Amex, at the opening of business on October 11, 2000. The Company hopes to realize a broader institutional and retail investor base by transferring trading in its Security to the Nasdaq.

The Company has stated in its application that it has complied with the rules of the Amex governing the withdrawal of its Security and that its application relates solely to the withdrawal of the Security from listing and registration on the Amex and shall have no effect upon the Security's continued designation for quotation on the Nasdaq and registration under Section 12(g) of the Act.[3]

Any interested person may, on or before November 2, 2000, submit by letter to the Secretary of the Securities and Exchange Commission, 450 Fifth Street, NW., Washington, DC 20549–0609, facts bearing upon whether the application has been made in accordance with the rules of the Amex and what terms, if any, should be imposed by the Commission for the protection of investors. The Commission, based on the information submitted to it, will issue an order granting the application after the date mentioned above, unless the Commission determines to order a hearing on the matter.

For the Commission, by the Division of Market Regulation, pursuant to delegated authority.[4]

Jonathan G. Katz,

Secretary.

[FR Doc. 00–26743 Filed 10–17–00; 8:45 am]

BILLING CODE 8010–01–M

[1] 15 U.S.C. 78*l*(d).

[2] 17 CFR 240.12d2–2(d).

[3] 15 U.S.C. 78*l*(g).

[4] 17 CFR 200.30–3(a)(1).

SECURITIES AND EXCHANGE COMMISSION

[Release No. IC–24685; File No. 812–12138]

The Penn Mutual Life Insurance Company, *et al.,* Notice of Application

October 11, 2000.

AGENCY: Securities and Exchange Commission (''SEC'' or ''Commission'').

ACTION: Notice of application for an order under section 6(c) of the Investment Company Act of 1940 (the ''1940 Act'' or ''Act'') granting exemptions from the provisions of sections 2(a)(32), 22(c), and 27(i)(2)(A) of the Act, and rule 22c–1 thereunder.

SUMMARY OF APPLICATION: Applicants seek an order to permit the recapture of certain credit enhancements (i) made by

The Penn Mutual Life Insurance Company (''Penn Mutual'') under certain individual deferred variable annuity contracts (''Contracts'') that Penn Mutual will issue and fund through Penn Mutual Variable Annuity Account III (''Variable Account III''); and (ii) made under contracts that are substantially similar in all material respects to the Contracts that Penn Mutual or The Penn Insurance and Annuity Company (''Penn Insurance'') may issue and fund in the future (''Future Contracts'') through Variable Account III or other current or future separate accounts established by Penn Mutual or Penn Insurance. Applicants also request that the order extend to any other National Association of Securities Dealers, Inc. member broker-dealer controlling, controlled by, or under common control with Penn Mutual that may serve as a principal underwriter of the Contracts or Future Contracts funded through Variable Account III or other separate accounts maintained by Penn Mutual or Penn Insurance.

APPLICANTS: The Penn Mutual Life Insurance Company, Penn Mutual Variable Annuity Account III, The Penn Insurance and Annuity Company, and Hornor, Townsend & Kent, Inc. (''HTK'') (collectively ''Applicants'').

FILING DATE: The application was filed with the Commission on June 23, 2000, and amended on September 21, 2000.

HEARING OR NOTIFICATION OF HEARING: An order granting the Application will be issued unless the Commission orders a hearing. Interested persons may request a hearing by writing to the Commission's Secretary and serving Applicants with a copy of the request, personally or by mail. Hearing requests should be received by the Commission by 5:30 p.m., on November 6, 2000, and should be accompanied by proof of service on Applicants, in the form of an affidavit or, for lawyers, a certificate of service. Hearing requests should state the nature of the writer's interest, the reason for the request, and the issues contested. Persons who wish to be notified of a hearing may request notification by writing to the Commission's Secretary.

ADDRESSES: Secretary, Securities and Exchange Commission, 450 Fifth Street, N.W., Washington, D.C. 20549–0609. Applicants, c/o C. Ronald Rubley, Esq., Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, PA 19103.

FOR FURTHER INFORMATION CONTACT: Paul G. Cellupica, Senior Special Counsel, or Keith E. Carpenter, Branch Chief, Office of Insurance Products, Division of Investment Management, at (202) 942–0670.

SUPPLEMENTARY INFORMATION: The following is a summary of the Application. The complete application may be obtained for a fee at the Commission's Public Reference Branch, 450 Fifth Street, N.W., Washington, D.C. 20549–0102 (tel. (202) 942–8090)).

Applicants' Representations

1. Penn Mutual is a mutual life insurance company organized under the laws of the Commonwealth of Pennsylvania in 1847. It provides life insurance, annuity and investment products. The principal offices of Penn Mutual are located at 600 Dresher Road, Horsham, Pennsylvania 19044. Penn Mutual is authorized to conduct life insurance and annuity business in all states of the United States and in the District of Columbia.

2. Variable Account III is a separate account of Penn Mutual, and serves as a funding entity for variable annuity contracts issued by Penn Mutual. Investments held in Variable Account III are segregated from all other assets of Penn Mutual for the purpose of funding variable annuity contracts. Variable Account III was established under the laws of Pennsylvania in 1982 and is registered with the Commission under the 1940 Act as a unit investment trust (File No. 811–03457).

3. Penn Mutual has filed a registration statement on Form N–4 under the 1940 Act and the Securities Act of 1933, as amended, to register interests in Variable Account III created pursuant to the Contracts File No. 333–39804).

4. Penn Insurance is a stock life insurance company organized under the laws of the State of Delaware, and is a wholly-owned subsidiary of Penn Mutual. The principal offices of Penn Insurance are located at 600 Dresher Road, Horsham, Pennsylvania 19044. Penn Insurance is authorized to conduct life insurance and annuity business in most states of the United States and in the District of Columbia.

5. Hornor, Townsend & Kent, Inc. is a wholly-owned subsidiary of Penn Mutual and serves as principal underwriter of the Contracts and other variable annuity contracts issued by Penn Mutual and Penn Insurance. HTK is registered with the Commission as a broker-dealer under the Securities Exchange Act of 1934, and is a member of the National Association of Securities Dealers, Inc.

6. The Contracts provide, among other features, for the accumulation of assets and the payment of an annuity over time, on both a variable basis and a fixed basis. The Contracts provide for payment of a death benefit to a beneficiary if the owner of the contract or the annuitant named in the contract dies during the accumulation phase of the contract. The Contracts are designed to give the owner flexibility in planning for retirement and in meeting other financial goals. Benefits of the Contracts include the manner in which investment earnings are taxed, the availability of multiple investment options, and the provision for annuity and death benefit guarantees. The Contracts provide various annuity benefits and payout options, as well as transfer privileges among investment options.

7. Penn Mutual imposes charges against the value of the Contracts allocated to subaccounts of Variable Account III. For Contracts with a Variable Account Value of $100,000 or less, an annual administration charge is made that is the lesser of $40 or 2% of the Variable Account Value. Accumulation units are used to pay this charge. A daily administration charge is made against the net asset value of the subaccounts that will not exceed an effective annual rate of 0.15%. A daily mortality and expense risk charge is made against the net asset value of the subaccounts that will not exceed an effective annual rate of 1.25%. The mortality and expense risk charge compensates Penn Mutual for the mortality-related guarantees it makes under the Contracts (*i.e.,* the death benefit guarantee and the guarantee that the annuity factors will never be decreased if mortality experience is substantially different than that assumed in the Contracts), and for the risk that administration charges will be insufficient to cover administration expenses over the life of the Contracts issued by Penn Mutual. The mortality and expense risk charge is applied during both the accumulation phase and the annuity phase of the Contracts.

8. If a Contract Owner dies during the accumulation phase of the Contract, Penn Mutual will pay the designated beneficiary the value of the Contract. If the annuitant named in the Contract dies during the accumulation phase, Penn Mutual will pay the designated beneficiary the sum of the Contract's variable account death benefit and fixed account death benefit. The variable account death benefit is the greater of: (i) the value of the Contract invested in subaccounts of Variable Account III; or (ii) the amount of purchase payments made by the purchaser which were allocated to subaccounts and the amount of transfers made to subaccounts, less the amount of all withdrawals and transfers from the subaccounts. The Contract Owner may elect to purchase a guaranteed

minimum rising floor death benefit as a rider to the Contract.

9. Full or partial withdrawals may be made at any time during the accumulation phase of the Contract. The amount available for withdrawal is based on the value of the Contract next determined after Penn Mutual receives the request for withdrawal.

10. No sales load is deducted from purchase payments before allocating them to subaccounts of Variable Account III. A sales charge may, however, be deducted from withdrawals under certain circumstances. If the Contract Owner makes a withdrawal and a purchase payment was made in any of the eight contract years prior to the date of the withdrawal, a sales charge may be deducted, subject to certain exceptions noted below. Amounts withdrawn are attributed in sequence to prior purchase payments starting with the first purchase payment. The table below shows the contingent deferred sales charge that may be deducted from withdrawals. The charge is made only against amounts equal to purchase payments made by the Contract Owner and is not made against any gains attributable to such purchase payments or against amounts attributable to any purchase payment credits made to the Contracts by Penn Mutual.

Number of contract years since purchase payments	Contingent deferred sales charge (% of purchase payment)
0–3	8
4	7
5	6
6	5
7	3
8	3
9 and later	0

The Contract Owner may make certain withdrawals at any time without any sales charge being imposed. At the end of the first contract year and once in each contract year thereafter, the Contract Owner may withdraw up to 15% of total purchase payments (as of the date of the withdrawal request) without incurring a sales charge. The Contract Owner may elect to receive this free withdrawal in a lump sum or on a systematic basis as provided in the Contracts. Withdrawals of up to $500,000 may also be made for medical reasons and for disability reasons without incurring a sales charge, as provided in the Contracts and described in the Prospectus. A withdrawal that is not subject to a deferred sales charge is referred to as a ''Free Withdrawal.''

11. The Contracts contain a ''free-look'' provision as required under state law. Under the free-look provision, the purchaser may return the Contract within a certain number of days after purchase and receive the value of the Contract on the date it was returned plus any premium taxes deducted from the purchase payment or, in some states, the purchase payment that was made to Penn Mutual. The free-look period generally is ten days, but may be for a longer period under the laws of some states and under different factual circumstances.

12. The Contracts have a credit enhancement feature. Each time a purchaser makes a purchase payment under the Contract, Penn Mutual will credit an additional amount to the Contract from its general account assets (''Purchase Payment Enhancement''). Purchase Payment Enhancements will be allocated to subaccounts of the Variable Account III and to the fixed accounts in the same proportion as purchase payments are allocated under the Contract. Penn Mutual will determine the amount of the Purchase Payment Enhancement by multiplying the purchase payment by the applicable payment percentage set forth in the table below.

Total purchase payments less total withdrawals made under the contract	Purchase payment enhancement percentage
Less than $100,000	3
$100,000 to $500,000	4
$500,000 to $2,000,000	5

In addition, if the initial purchase payment made under the Contract is $2,000,000 or more, Penn Mutual will credit a Purchase Payment Enhancement to the Contract in an amount equal to 6% of the initial purchase payment. If more than one purchase payment is made during the first year of the Contract, the Contract may receive an additional Purchase Payment Enhancement at the time of each additional purchase payment, based upon a Purchase Payment Enhancement percentage rate applicable to all purchase payments made during the year. Such additional Purchase Payment Enhancement will be determined as follows: When an additional purchase payment is made, Penn Mutual will determine the difference between: (i) The sum of all prior purchase payments made during the year times the purchase payment percentage applied to the current purchase payment; and (ii) the total Purchase Payment Enhancement previously credited to the Contract during the year. The difference, if any, will be credited to the Contract as an additional Purchase Payment Enhancement.

13. The Contract provides that if it is returned to Penn Mutual pursuant to the free-look provision, the Contract Owner will not receive a Purchase Payment Enhancement and will not receive any investment gain or be charged any expense that would have been attributable to such Purchase Payment Enhancement.

14. The Contract also provides that if the Contract Owner makes a withdrawal from the Contract within twelve months of the crediting of a Purchase Payment Enhancement, and if the withdrawal is subject to a deferred sales charge under the terms of the Contract, the Purchase Payment Enhancement will be recaptured by Penn Mutual and will not be paid to the Contract Owner.

15. Applicants seek exemption pursuant to Section 6(c) from Sections 2(a)(32), 22(c), and 27(i)(2)(A) of the Act and Rule 22c–1 thereunder to the extent deemed necessary to permit Penn Mutual to issue the Contracts and to permit Penn Mutual and Penn Insurance to issue Future Contracts that provide for the recapture of certain Purchase Payment Enhancements when the Contract Owner makes a withdrawal from the Contract that is subject to a deferred sales charge within one year of the date a purchase payment and the related Purchase Payment Enhancement were credited to the Contract.

Applicants' Legal Analysis

1. Section 6(c) of the 1940 Act authorizes the Commission to exempt any person, security or transaction, or any class of persons, securities or transactions from the provisions of the Act and the rules promulgated thereunder if and to the extent that such exemption is necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of the Act.

2. Applicants request that the Commission, pursuant to Section 6(c) of the Act, grant the exemptions requested below with respect to the Contracts and any Future Contracts. Applicants believe that the requested exemptions are appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of the Act.

3. Subsection (i) of Selection 27 of the Act provides that Section 27 does not apply to any registered separate account funding variable insurance contracts, or to the sponsoring insurance company

and principal underwriter of such account, except as provided in paragraph (2) of the subsection. Paragraph (2) provides that it shall be unlawful for such a separate account or sponsoring insurance company to sell a contract funded by the registered separate account unless ''such contract is a redeemable security.''

4. Section 2(a)(32) of the Act defines ''redeemable security'' as any security, other than short-term paper, under the terms of which the holder, upon presentation to the issuer, is entitled to receive approximately his proportionate share of the issuer's current net assets, or the cash equivalent thereof.

5. Applicants submit that the recapture by Penn Mutual of a Purchase Payment Enhancement when a withdrawal is made from the Contract within one year of the crediting by Penn Mutual of a Purchase Payment Enhancement would not deprive the owner of his or her proportionate share of the assets of Variable Account III. The Contract Prospectus informs Contract Owners that any Purchase Payment Enhancement credited to the Contract within one year of the date of a full or partial withdrawal from the Contract that is subject to a deferred sales charge will be deducted from the value of the Contract. Applicants state that the Contract and the Prospectus make clear that any Purchase Payment Enhancement credited to the Contract in connection with a purchase payment made by the Contract Owners is conditioned on the purchase payment remaining in the Contract for a period of at least one year (unless the purchase payment may be withdrawn without payment of a deferred sales charge). Applicants assert that the Contract does not provide a vested right to a Purchase Payment Enhancement when the owner makes a withdrawal within one year of the credit unless the withdrawal is a Free Withdrawal. Because the Purchase Payment Enhancement is conditional and not vested, Applicants maintain that the recapture of the Purchase Payment Enhancement is simply the retrieval by Penn Mutual of its own assets.

6. Applicants state that the Contracts provide for the conditional crediting of Purchase Payment Enhancements during a one-year period to provide Penn Mutual with some measure of protection against purchasers making purchase payments with the intent of gaining a Purchase Payment Enhancement and then withdrawing purchase payments within a relatively short period of time. They state that the Contract is designed as a long-term investment vehicle and that it is intended to provide the owner with the opportunity for long term growth of assets and with income and assets for retirement. Applicants state that the Contracts are also intended to provide Penn Mutual, the issuer, with the opportunity to recover over the long term the cost it incurs in issuing and administering the Contracts. Applicants maintain that the conditional crediting of Purchase Payment Enhancements during a one-year period following a purchase payment is consistent with and a necessary part of the design of the Contracts. Further, the exemptions requested are limited in important respects. Recapture of a Purchase Payment Enhancement will be made only if a withdrawal is made within one year of the crediting of the Purchase Payment Enhancements. In addition, there will be no recapture if the withdrawal is not subject to a deferred sales charge.

7. Applicants submit that under the terms of the Contracts, as described in the Prospectus, the purchaser will receive his or her proportional share of Variable Account III in accordance with the purpose and intent of Sections 27(i)(2)(A) and 2(a)(32) of the Act.

8. Section 22(c) of the Act authorizes the Commission to make rules and regulations applicable to registered investment companies and to principal underwriters of, and dealers in, the redeemable securities of any registered investment company, to accomplish the same purposes as contemplated by Section 22(a). Rule 22c–1 under the Act prohibits a registered investment company issuing any redeemable security, a person designated in such issuer's prospectus as authorized to consummate transactions in any such security, and a principal underwriter of, or dealer in, such security, from selling, redeeming, or repurchasing any such security except at a price based on the current net asset value of such security which is next computed after receipt of a tender of such security for redemption or of an order to purchase or sell such security. Applicants submit that the recapture of the Purchase Payment Enhancement is not contrary to Section 22(c) and rule 22c–1.

9. Applicants state that the recapture of the Purchase Payment Enhancement described in the Application does not involve either of the harms that Rule 22c–1 was intended to address, namely: (i) The dilution of the value of outstanding redeemable securities of registered investment companies through their sale at a price below net asset value or their redemption or repurchase at a price above it, and (ii) other unfair results, including speculative trading practices. They state that these harms were the result of backward pricing, or the practice of basing the price of a mutual fund share on the net asset value per share determined as of the close of the market on the previous day. Applicants contend that the proposed recapture of the Purchase Payment Enhancement poses no such threat of dilution. They state that to effect a recapture of a Purchase Payment Enhancement, Penn Mutual will redeem interests in subaccounts of Variable Account III at a price determined on the basis of the current net asset value of Variable Account III. The amount recaptured will equal the amount of the Purchase Payment Enhancement that Penn Mutual paid out of its general account assets. Applicants state that although an owner will be entitled to retain any investment gain resulting from the Purchase Payment Enhancement, the owner will retain the gain based on current net asset value. Applicants submit that no dilution will occur upon the recapture of the Purchase Payment Enhancement.

10. Applicants assert that the second harm that Rule 22c–1 was designed to address, namely, speculative trading practices calculated to take advantage of backward pricing, will not occur as a result of the recapture of the Purchase Payment Enhancement. They state that there is no possibility that the recapture of such Purchase Payment Enhancements will lead to speculative trading in interests created under the Contract.

11. Applicants submit that because neither of the harms that Rule 22c–1 was meant to address is found in the recapture of the Purchase Payment Enhancement, Section 22(c) of the Act and Rule 22c–1 thereunder should not be applied to the recapture of Purchase Payment Enhancements described in the Application.

12. Applicants represent that any Future Contracts will be substantially similar in all material respects to the Contracts. They submit that an order granting exemptive relief to Future Contracts would promote competitiveness in the variable annuity market by eliminating the need to file redundant exemptive applications, thereby reducing administrative expenses and maximizing the efficient use of Applicants' resources.

Conclusion

Applicants request an order pursuant to Section 6(c) of the Act for exemptions from Sections 2(a)(32), 22(c), and 27(i)(2)(A) of the Act and Rule 22c–1 thereunder to the extent deemed necessary to permit Penn Mutual to issue the Contracts and to permit Penn Mutual and Penn Insurance to issue Future Contracts which allow them to recapture Purchase Payment Enhancements as described herein. For the reasons stated in this Application, Applicants submit that the requested exemptions meet the standards set out in Section 6(c), namely, that the exemptions are necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of the Act.

For the Commission, by the Division of Investment Management, under delegated authority.

Jonathan G. Katz,

Secretary.

[FR Doc. 00–26744 Filed 10–17–00; 8:45 am]

BILLING CODE 8010–01–M

DEPARTMENT OF STATE

[Public Notice No. 3438]

Advisory Committee on International Economic Policy; Open Meeting Notice

The Advisory Committee on International Economic Policy (ACIEP) will meet from 9:00 a.m. to 1:00 p.m. on Tuesday, October 31, 2000, in Room 1105, U.S. Department of State, 2201 C Street, NW, Washington, DC 20520. The meeting will be hosted by Committee Chairman R. Michael Gadbaw and Assistant Secretary of State for Economic and Business Affairs E. Anthony Wayne.

The ACIEP serves the U.S. Government in a solely advisory capacity concerning issues and problems in international economic policy. The objective of the ACIEP is to provide expertise and insight on these issues that are not available within the U.S. Government.

Topics for the October 31 meeting will be:

- Priority Democracies: Colombia and Nigeria
- Resources for Foreign Policy—What Americans Get for Their Tax Dollars
- Foreign Policy Implications of Rising Oil Prices
- Updates on:

—Biotechnology

—Global Information Economy

—Other Current Foreign Policy Issues

The public may attend these meetings as seating capacity allows. The media is welcome but discussions are off the record. Admittance to the Department of State building is by means of a pre-arranged clearance list. In order to be placed on this list, please provide your name, title, company or other affiliation if appropriate, social security number, date of birth, and citizenship to the ACIEP Executive Secretariat by fax (202) 647–5936 (Attention: Cecilia Walker) or email: (walkercr@state.gov) by October 27th. On the date of the meeting, persons who have registered should come to the 23rd Street entrance. One of the following valid means of identification will be required for admittance: a U.S. driver's license with photo, a passport, or a U.S. Government ID.

For further information about the meeting, contact Deborah Grout, ACIEP Secretariat, U.S. Department of State, Bureau of Economic and Business Affairs, Room 3526, Main State, Washington, DC 20520. Tel: 202–647–2534; or Carol Thompson, Email: thompsonce@state.gov.

Dated: October 12, 2000.

Carol E. Thompson,

Executive Secretary.

[FR Doc. 00–26776 Filed 10–17–00; 8:45 am]

BILLING CODE 4710–07–P

DEPARTMENT OF STATE

[Public Notice No. 3437]

Advisory Panel to the United States Section of the North Pacific Anadromous Fish Commission; Notice of a Closed Meeting

The Advisory Panel to the United States Section of the North Pacific Anadromous Fish Commission will meet on October 29, 2000, at the Imperial Hotel, 1–1–1, Uchisaiwaicho, Chiyoda-ky, Tokyo 100–8558, Japan. This session will involve discussion of the Eighth Annual Meeting of the North Pacific Anadromous Fish Commission, to be held on October 30—November 2, 2000. The discussion will begin at 7:00 p.m. and is closed to the public.

The members of the Advisory Panel will examine various options for the U.S. position at the Eighth Annual Meeting. These considerations must necessarily involve review of sensitive matters, the disclosure of which would frustrate U.S. participation at the Annual Meeting. Accordingly, the determination has been made to close the 7:00 p.m. meeting pursuant to Section 10(d) of the Federal Advisory Committee Act and 5 U.S.C. Section 552b(c)(9).

Requests for further information on the meeting should be directed to Ms. Sally Cochran, International Relations Officer, Office of Marine Conservation (OES/OMC), Room 5806, U.S. Department of State, Washington, D.C. 20520–7818. Ms. Cochran can be reached by telephone on (202) 647–2883 or by FAX (202) 736–7350.

Dated: October 11, 2000.

Mary Beth West,

Deputy Assistant Secretary for Oceans and Fisheries, Department of State.

[FR Doc. 00–26775 Filed 10–17–00; 8:45 am]

BILLING CODE 4710–09–P

DEPARTMENT OF TRANSPORTATION

Coast Guard

[CGD17–00–015]

Application for Recertification of Cook Inlet Regional Citizen's Advisory Council

AGENCY: Coast Guard, DOT.

ACTION: Notice of Availability; request for comments.

SUMMARY: The Coast Guard announces the availability of and seeks comments on the application for recertification submitted by the Cook Inlet Regional Citizen's Advisory Council (CIRCAC) for September 1, 2000 through August 31, 2001. Under the Oil Terminal and Oil Tanker Environmental Oversight and Monitoring Act of 1990, the Coast Guard may certify, on an annual basis, an alternative voluntary advisory group in lieu of a Regional Citizen's Advisory Council for Cook Inlet.

DATES: Comments must reach the Seventeenth Coast Guard District on or before November 17, 2000.

ADDRESSES: You may mail your comments to the Seventeenth Coast Guard District (mor), P.O. Box 25517, Juneau, AK, 99802–5517. You may also deliver them to the Juneau Federal Building, room 753, 709 W 9th St, Juneau, AK between 8 a.m. and 4 p.m., Monday through Friday, except Federal holidays.

The Seventeenth Coast Guard District maintains the public docket for this recertification process. Comments regarding recertification will become part of this docket and will be available for inspection or copying at the Juneau Federal Building, room 753, 709 W 9th St.

A copy of the application is also available for inspection at the Cook Inlet Regional Citizen's Advisory Council Offices at 910 Highland Avenue, Kenai, AK 99611–8033 between the hours of 8 a.m. and 5 p.m., Monday through Friday, except Federal holidays. The telephone number is (907) 283–7222 in Kenai, Alaska.

FOR FURTHER INFORMATION CONTACT: For questions on viewing or submitting