

# Proposed Rules

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This section of the FEDERAL REGISTER contains notices to the public of the proposed issuance of rules and regulations. The purpose of these notices is to give interested persons an opportunity to participate in the rule making prior to the adoption of the final rules.

## DEPARTMENT OF AGRICULTURE

### Federal Crop Insurance Corporation 7 CFR Part 457 RIN 0563-AA96

#### Common Crop Insurance Regulations; Nursery Crop Insurance Provisions

AGENCY: Federal Crop Insurance Corporation.

ACTION: Proposed rule.

**SUMMARY:** The Federal Crop Insurance Corporation (FCIC) hereby proposes specific crop provisions for the insurance of nursery to be contained in an endorsement to the Common Crop Insurance Policy which contains standard terms and conditions common to most crops. The intended effect of this action is to add a nursery frost, freeze, and cold damage exclusion option to better meet the needs of the insured.

**DATES:** Written comments, data, and opinions on this proposed rule must be submitted no later than February 27, 1995 to be sure of consideration.

**ADDRESSES:** Written comments, data, and opinion on this proposed rule should be sent to Diana Moslak, Regulatory and Procedural Development Staff, Federal Crop Insurance Corporation, USDA, Washington, D.C. 20250. Hand or messenger delivery should be made to 2101 L Street, N.W., suite 500, Washington, D.C. Written comments will be available for public inspection and copying in the Office of the Manager, 2101 L Street, N.W., 5th Floor, Washington, D.C., during regular business hours, Monday through Friday.

**FOR FURTHER INFORMATION CONTACT:** Diana Moslak, Federal Crop Insurance Corporation, U.S. Department of Agriculture, Washington, D.C. 20250. Telephone (202) 254-8314.

**SUPPLEMENTARY INFORMATION:** This action has been reviewed under United States Department of Agriculture ("USDA") procedures established by Executive Order 12866 and Departmental Regulation 1512-1. This action constitutes a review as to the

need, currency, clarity, and effectiveness of these regulations under those procedures. The sunset review date established for these regulations is January 1, 2000.

This rule 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 ("OMB").

The information collection or record-keeping requirements contained in these regulations (7 CFR part 457) have been submitted to the OMB in accordance with the provisions of 44 U.S.C. § 35 and will be assigned an OMB control number.

It has been determined under section 6(a) of Executive Order 12612, Federalism, that this proposed rule does not have sufficient federalism implications to warrant the preparation of a Federalism Assessment. The policies and procedures contained in this rule will not have a substantial direct effect on states or their political subdivisions, or on the distribution of power and responsibilities among the various levels of government.

Under the Regulatory Flexibility Act (5 U.S.C. § 605), this regulation will not have a significant impact on a substantial number of small entities. This action reduces the paperwork burden on the insured farmer and the reinsured company. Therefore, this action is determined to be exempt from the provisions of the Regulatory Flexibility Act and no Regulatory Flexibility Analysis was prepared.

This program is listed in the Catalog of Federal Domestic Assistance under No. 10.450.

This program is not subject to the provisions of Executive Order 12372 which require intergovernmental consultation with state and local officials. See the Notice related to 7 CFR part 3015, subpart V, published at 48 FR 29115, June 24, 1983.

The Office of the General Counsel has determined that these regulations meet the applicable standards provided in subsections (2)(a) and 2(b)(2) of Executive Order 12778. The provisions of this rule will preempt state and local laws to the extent such state and local laws are inconsistent herewith. The administrative appeal provisions located at 7 CFR part 400, subpart J or promulgated by the National Appeals Division must be exhausted before judicial action may be brought.

This action is not expected to have any significant impact on the quality of the human environment, health, and safety. Therefore, neither an Environmental Assessment nor an Environmental Impact Statement is needed.

### Background

FCIC proposes to add to the Common Crop Insurance Regulations (7 CFR Part 457), two new sections to be known as 7 CFR 457.114, the Nursery Crop Insurance Provisions and 7 CFR 457.115, the Nursery Frost, Freeze, and Cold Damage Exclusion Option. The provisions and option will be effective for the 1996 and succeeding crop years.

The proposed Nursery Crop Insurance Provisions will replace the provisions found at 7 CFR part 406. By separate rule, FCIC will amend these regulations to restrict the crop years of application to those prior to the crop year for which this rule will be effective and later remove the nursery crop insurance regulations contained in 7 CFR part 406.

This rule makes minor editorial and format changes to improve its compatibility with the Common Crop Insurance Policy. In addition, FCIC is proposing other changes in the provisions for insuring nursery crops:

1. Subsection 1.(a)—Revises the definition of "amount of insurance" to allow a maximum amount of insurance based on the highest reported monthly market value of inventory plus any additional inventory added during the year, or which is restocked, if approved by the insurer. Presently, the maximum amount of insurance is based on 90 percent of the average monthly market value of inventory reported at the beginning of the crop year. The 10 percent reduced valuation in the current regulations is eliminated to recognize the abnormal expenses incurred in disposing of damaged inventory.

2. Subsection 1.(b)—Revises the definition of "annual loss deductible" by replacing the term "field market value" with the term "highest reported monthly market value."

3. Subsection 1.(e)—Revises the definition, "field market value A" to no longer contain the 10 percent reduced valuation contained in the current regulations due to the change stated in item 1. above. Language specifies that the insurer reserves the right to review the insured's wholesale price list taking into consideration maximum discounts

granted to any buyer as contained in the definition of "wholesale market value."

4. Subsection 1.(f)—Revises the definition, "field market value B" to no longer contain the 10 percent reduced valuation contained in the current regulations due to the change stated in item 1. above. Maximum pricing discounts will also be considered in this determination as specified in the definition of "wholesale market value."

5. Subsection 1.(h)—Add a definition for "monthly loss deductible."

6. Subsection 1.(i)—Add a definition for "monthly market value."

7. Subsection 1.(n)—Add a definition for "standard nursery containers."

8. Section 2—Clarify that locations outside a five mile radius of the named locations, but within the same county, may be designated as a separate basic unit or be included in the closest unit listed on the insured's nursery plant inventory summary.

9. Subsection 6.(c)—Clarify that whenever inventory is expected to change within a specific month, the highest value for the month will be recorded on the nursery plant inventory summary.

10. Subsection 6.(d)—Require the insured to give notice in writing at least 14 days before making a change in inventory value, if a request for a revised nursery plant inventory summary is planned. This provision allows the insurer to inspect the inventory if necessary.

11. Paragraphs 6.(d)(1) and 6.(d)(2)—Specify that insurance will not attach on any increase in inventory until the insurer completes an inspection and accepts such increase.

12. Subsection 6.(e)—Specify that any plants added to the inventory that are not reported for insurance will not be insured, but the value of these plants, after a loss, will be considered production to count for purposes of loss determination and claim settlement.

13. Subsection 7.(b)—Allow the insured to pay the annual premium in three installments. The first payment (40 percent of the annual premium) is due and payable on the later of September 30 preceding the crop year or the date the insurer accepts the inventory for insurance; the second payment (30 percent of the annual premium) is due and payable on January 1 of the crop year; and the third payment (30 percent of the annual premium) is due and payable on April 1 of the crop year. Current provisions state that the annual premium is earned and payable on or before September 30 preceding each crop year, but allow a six month delay in the payment of

premiums, until March 31 of the crop year.

14. Subsection 7.(c)—Specify that additional premium resulting from an increase in a nursery plant inventory summary is due and payable when the revised summary is approved.

15. Subsection 7.(d)—Clarify that premium will not be reduced due to a decrease in plant inventory, unless such decrease results from deleting uninsurable inventory which was incorrectly reported.

16. Paragraph 8.(a)(1)—Require that the nursery plants be grown under an irrigated practice.

17. Paragraph 8.(a)(3)—Clarify that the insured nursery plant inventory will not include plants that produce edible berries, fruits, or nuts.

18. Paragraph 8.(a)(4)—Clarify that nursery plants grown in standard nursery containers less than three inches across at the smallest dimension are not insured unless the insurer enters into a written agreement to insure such plants.

19. Paragraph 8.(a)(6)—Allow plants not listed in the Nursery Eligible Plant Listing to be insurable if the insured submits a written request and the insurer agrees in writing to insure such plants.

20. Paragraph 8.(a)(7)—Clarify that stock plants will not be insured.

21. Section 9—Specify that insurance attaches on the later of October 1 or the date the insurer accepts the inventory for insurance, and in either case upon payment of 40 percent of the annual premium. This change allows the insurer to complete any necessary inspection before insurance attaches. This paragraph also states that when the nursery plant inventory summary is revised to add additional plant inventory, coverage for the additional inventory will not attach until the additional premium for that inventory is paid in full.

22. Subsection 9.(a)—Clarify that insurance coverage ends when inventory is sold or removed unless that inventory is replaced and additional premium is paid. Previous provisions did not permit insurance to attach to restocked inventory.

23. Paragraph 10.(a)(9)—Add as an insurable cause of loss, failure or breakdown of frost/freeze protection equipment or facilities provided: 1) such failure or breakdown is caused by a named insurable cause of loss, 2) the insured nursery plants are damaged by freezing temperatures within 72 hours of such failure or breakdown, and 3) the equipment or facilities could not be repaired or replaced between the time of

failure or breakdown and the time the freezing temperatures occur.

24. Paragraph 10.(b)(1)—Clarify that brownout is not an insured cause of loss.

25. Paragraph 10.(b)(2)—Clarify that failure of the power supply is not an insured cause of loss, unless such failure is a direct result of an insured cause of loss.

26. Paragraph 10.(b)(5)—Clarify that collapse or failure of buildings or structures are not insured causes of loss unless due to an insured cause of loss.

27. Subsection 12(a)—Allow use of the highest reported monthly market value for the unit and the monthly loss deductible (not to exceed the remaining annual loss deductible) to calculate an indemnity. References to the 10 percent reduced valuation have been deleted. These changes were necessary due to the change in the definition of "amount of insurance" as stated in item 1. above.

28. Add a nursery frost, freeze, and cold damage exclusion option. This option excludes losses due to frost, freeze, and cold weather for plants that have specific over-wintering requirements when those over-wintering requirements will not be met.

#### List of Subjects in 7 CFR Part 457

Crop insurance, nursery crop.

#### Proposed Rule

Pursuant to the authority contained in the Federal Crop Insurance Act, as amended (7 U.S.C. 1501 *et seq.*), the Federal Crop Insurance Corporation hereby proposes to amend the Common Crop Insurance Regulations (7 CFR part 457), effective for the 1996 and succeeding crop years, to read as follows:

#### PART 457—COMMON CROP INSURANCE REGULATIONS; REGULATIONS FOR THE 1996 AND SUBSEQUENT CONTRACT YEARS

1. The authority citation for 7 CFR part 457 is revised to read as follows:

**Authority:** 7 U.S.C. 1506(1).

2. The heading for part 457 is revised as set forth above.

3. 7 CFR part 457 is amended by adding §§ 457.114 and 457.115 to read as follows:

#### § 457.114 Nursery Crop Insurance Provisions.

The Nursery Crop Insurance Provisions for the 1996 and succeeding crop years are as follows:

**DEPARTMENT OF AGRICULTURE****Federal Crop Insurance Corporation***Nursery Crop Provisions*

If a conflict exists among the Basic Provisions (§ 457.8), these crop provisions, and the Special Provisions, the Special Provisions will control these crop provisions and the Basic Provisions; and these crop provisions will control the Basic Provisions.

**1. Definitions**

(a) *Amount of insurance*—The result of multiplying the highest monthly market value reported on the nursery plant inventory summary (which will include inventory reported by you and accepted by us on a revised nursery plant inventory summary or restocked), multiplied by the percentage for the coverage level you elect.

(b) *Annual loss deductible*—The value calculated by subtracting the amount of insurance from the highest monthly market value reported on the nursery plant inventory summary. The annual loss deductible will be revised if an inventory addition is approved.

(c) *Brownout*—A cutback or reduction in electric power, as a result of a shortage.

(d) *Crop year*—The 12 month period which begins October 1 and extends through September 30 of the next calendar year, designated by the year in which it ends. (The 1996 crop year begins October 1, 1995, and ends September 30, 1996).

(e) *Field market value A*—The wholesale market value for the unit immediately prior to the occurrence of the loss.

(f) *Field market value B*—The wholesale market value remaining for the unit immediately following the occurrence of the loss.

(g) *Irrigated practice*—A method of producing a crop by which water is artificially applied during the growing season by appropriate systems and at the proper times, with the intention of providing the quantity of water needed to maintain the amount of insurance on the nursery plant inventory.

(h) *Monthly loss deductible*—The result of multiplying the smaller of field market value A or the highest monthly market value reported on the nursery plant inventory summary by 100 percent (100%) less the percentage for the coverage level you elect, not to exceed the annual loss deductible. When inventory is added or restocked by a revised nursery plant inventory summary, the monthly loss deductible will be calculated based on the revised monthly market value, not to exceed the annual loss deductible.

(i) *Monthly market value*—The sum of the wholesale market value of all insurable plants in the unit for a month based on your wholesale price list less the maximum discount granted to any buyer.

(j) *Nursery*—A business enterprise that produces ornamental plant types in standard nursery containers for the wholesale market.

(k) *Nursery eligible plant listing*—A listing contained in the Actuarial Table which specifies the plants eligible for insurance and any mandatory or recommended storage required for such plants in each hardiness zone defined by the United States Department of Agriculture.

(l) *Nursery plant inventory summary*—A report that specifies numbers and prices of plants included in the nursery inventory.

(m) *Smallest dimension*—For a round container, the diameter; for any other container, the distance measured from one side directly across to the opposite side at the narrowest point.

(n) *Standard nursery containers*—Rigid containers not less than three (3) inches across the smallest dimension which are commercially sold to nurseries. Grow bags, trays, cellpacks, and burlap are not considered standard nursery containers.

(o) *Stock plants*—Plants being used for reproduction, for growing cuttings, for air layers or for propagating.

(p) *Wholesale market value*—The dollar valuation of the numbers of insurable plants actually contained within the unit at any time. The values used will be based on your wholesale price list less the maximum discount granted to any buyer.

(q) *Written agreement*—Designated terms of this policy may be altered by written agreement. Each agreement must be applied for by the insured in writing no later than the sales closing date and is valid for one year only. If not specifically renewed the following year, continuous insurance will be in accordance with the printed policy. All variable terms including, but not limited to, plant type and premium rate must be contained in the written agreement. Notwithstanding the sales closing date restriction contained herein, in specific instances, a written agreement may be applied for after the sales closing date and approved if, after a physical inspection of the nursery plant inventory, there is a determination that the inventory has the expectancy of meeting the amount of insurance. All applications for written agreements as submitted by the insured must contain all variable terms of the contract between the company and the insured that will be in effect if the written agreement is disapproved.

**2. Unit Division**

In lieu of the definition of unit contained in subsection 1.(tt) of the Basic Provisions (§ 457.8), a unit consists of all growing locations in the county within a five mile radius of the named insured locations designated on your nursery plant inventory summary. Any growing location more than five miles from any other growing location, but within the county, may be designated as a separate basic unit or be included in the closest unit listed on your nursery plant inventory summary.

**3. Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities**

Subsection 3.(c) of the Basic Provisions (§ 457.8) is not applicable to the Nursery Crop Provisions.

**4. Contract Changes**

The contract change date is June 30 preceding the crop year (see the provisions of section 4 (Contract Changes) of the Basic Provisions (§ 457.8)).

**5. Cancellation and Termination Dates**

In accordance with subsection 2.(f) of the Basic Provisions (§ 457.8), the cancellation

and termination dates are September 30 preceding the crop year.

**6. Nursery Plant Inventory Summary**

(a) For the purposes of the provisions of section 6 (Report of Acreage) of the Basic Provisions (§ 457.8), the term "acreage" means "nursery plant inventory."

(b) Your annual nursery plant inventory summary will be used to determine your premium and the amount of insurance for each unit. If you do not submit the summary by the reporting date, we may elect to determine the nursery plant inventory for each unit or we may deny liability on any unit. Errors in reporting units may be corrected by us at the time of loss adjustment.

(c) You must submit a nursery plant inventory summary to us on or before September 30 preceding the crop year. This summary must include, by unit and by month for each type of plant in the inventory, the:

- (1) Container sizes;
- (2) Number of plants;
- (3) Wholesale price for each month of the crop year; and
- (4) Your share.

If your inventory will change within a specific month, report the largest inventory that you will have for that month.

(d) With our consent, you may revise your nursery plant inventory summary to correct or change the value of the insurable inventory caused by a quantity change if the amount of the revision is at least 10 percent of the highest monthly market value reported on the nursery plant inventory summary or \$25,000, whichever is smaller. You may not revise your nursery plant inventory summary after the sales closing date to add plants not listed on the Nursery Eligible Plant Listing. If you wish to revise the nursery plant inventory summary, you must notify us in writing at least 14 days before a change in inventory value. We must inspect and accept the nursery before insurance attaches on any proposed increase in inventory if:

- (1) The storage facilities have changed in any way since our previous inspection; or
- (2) The revision includes plants that have specific over-wintering storage requirements and that were not previously reported on your nursery plant inventory summary.

(e) Insurable plants that are not reported on your nursery plant inventory summary will not be insured, but the value of such plants after a loss will be included as production to count. Such unreported inventory may reduce the amount of any indemnity payable to you.

(f) You must designate separately any plant inventory that is not insurable.

(g) Subsection 6.(f) of the Basic Provisions (§ 457.8) is not applicable to the Nursery Crop Provisions.

**7. Annual Premium**

We will determine your premium as follows:

(a) The annual premium for each unit will be calculated by:

(1) Multiplying the number of each type of plant and size container designated on your nursery plant inventory summary for each month by prices for that type and container

size shown on your wholesale price list, less the maximum discount granted to any buyer;

(2) Adding the results of step 1, for each month;

(3) Multiplying the highest monthly market value for the crop year by the percentage for the coverage level you have elected;

(4) Multiplying the product obtained in (3) above by the appropriate premium rate for each appropriate plant classification listed on the actuarial table; and

(5) Multiplying the product obtained in (4) above by your share.

(b) The annual premium will be earned in full when insurance attaches. It is due and payable as follows:

(1) Forty percent (40%) on the later of September 30 preceding each crop year or the date we accept the inventory for insurance;

(2) Thirty percent (30%) on January 1 of the crop year; and

(3) Thirty percent (30%) on April 1 of the crop year.

(c) Additional premium earned from an increase in the nursery plant inventory summary is due and payable when the revised nursery plant inventory summary is approved by us.

(d) Premium will not be reduced due to a decrease in the nursery plant inventory summary, unless such decrease results from the deletion of uninsurable inventory from the summary that was erroneously reported as insurable.

#### 8. Insured Plants

(a) In lieu of the provisions of section 8 (Insured Crop) of the Basic Provisions (§ 457.8), the insured nursery plant inventory will be all nursery plants in the county reported by you or determined by us for which an application is accepted, for which a premium rate is provided by the actuarial table, and that:

(1) Are grown under an irrigated practice for which you have adequate facilities and water at the time coverage begins in order to carry out a good irrigation practice;

(2) Are classified as woody, herbaceous, or foliage landscape plants;

(3) Do not include plants that produce edible berries, fruits or nuts;

(4) Are grown in standard nursery containers (not planted in the ground), at least three (3) inches across the smallest dimension unless a written agreement is extended allowing a smaller container;

(5) Are initially inspected by us and determined to be acceptable;

(6) Are listed on the Nursery Eligible Plant Listing unless a written agreement provides otherwise;

(7) Are not stock plants;

(8) Are grown in accordance with the production practices for which premium rates have been established; and

(9) Meet the "mandatory" or "recommended" storage requirements unless you have signed the Frost, Freeze, and Cold Damage Exclusion Option for those nursery plants.

(b) The provisions of section 9 of the Basic Provisions (§ 457.8) are not applicable to the Nursery Crop Provisions.

#### 9. Insurance Period

In lieu of the provisions of section 11 (Insurance Period) of the Basic Provisions

(§ 457.8), coverage begins on each unit or part of a unit the later of October 1 or the date we accept the inventory for insurance, provided at least 40 percent (40%) of the annual premium is paid by the date specified in paragraph 7.(b)(1). Coverage will not attach for plant inventory added due to a revised nursery plant inventory summary until any additional premium is paid in full. Insurance ends for each unit at the earliest of:

(a) The date all plant inventory within the unit is sold or otherwise removed unless that inventory is replaced and additional earned premium is paid. (If a portion of the plants are sold or otherwise removed from inventory and are not replaced, insurance ends only on that part of the unit.);

(b) The date of final adjustment of the loss on the unit; or

(c) September 30 of the crop year.

#### 10. Causes of Loss

(a) In accordance with the provisions of section 12 (Causes of Loss) of the Basic Provisions (§ 457.8), insurance is provided for unavoidable damage caused only by the following causes of loss which occur within the insurance period:

(1) Adverse weather conditions;

(2) Fire;

(3) Insects, but not damage due to insufficient or improper application of pest control measures;

(4) Plant disease, but not damage due to insufficient or improper application of disease control measures;

(5) Wildlife;

(6) Earthquake;

(7) Volcanic eruption;

(8) Failure of the irrigation water supply, due to an unavoidable cause of loss occurring within the insurance period; or

(9) Failure or breakdown of frost/freeze protection equipment or facilities due to direct damage to such equipment or facilities from an insurable cause of loss, provided the insured nursery plants are damaged by freezing temperatures within 72 hours after the failure of such equipment or facilities and repair or replacement was not possible between the time of failure or breakdown and the time the freezing temperatures occurred.

(b) In addition to the causes of loss not insured against under section 12 (Causes of Loss) of the Basic Provisions (§ 457.8), we do not insure against any loss caused by:

(1) Brownout;

(2) Failure of the power supply unless such failure is due to an insurable cause of loss;

(3) The inability to market the nursery plants as a direct result of quarantine, boycott, or refusal of a buyer to accept production;

(4) Fire, where weeds and other forms of undergrowth in the vicinity of the building and on your property have not been controlled; or

(5) Collapse or failure of buildings or structures unless due to an insured cause of loss.

#### 11. Duties in the Event of Damage or Loss

(a) In addition to your duties contained under section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions (§ 457.8), you must:

(1) Obtain our written consent prior to:

(i) Destroying, selling or otherwise disposing of any plant inventory that is damaged; or

(ii) Changing or discontinuing your normal growing practices with respect to care and maintenance of the insured plant inventory.

(2) Upon our request, provide complete copies of your nursery plant inventory wholesale price list for the 12 month period immediately preceding the loss and your marketing records including plant shipping invoices for the same period.

(b) In addition to subsection 14.(c) of the Basic Provisions (§ 457.8), you must submit a claim for indemnity to us on our form, not later than 60 days after the earliest of:

(1) Your loss; or

(2) The end of the insurance period.

#### 12. Settlement of Claim

(a) The indemnity will be the amount calculated by us for each unit as follows:

(1) Subtracting field market value B from the lesser of field market value A or the highest monthly market value for the unit reported on the nursery plant inventory summary to determine the total amount of loss;

(2) Subtracting therefrom the monthly loss deductible (not to exceed the remaining annual loss deductible); and

(3) Multiplying the result of (2) above by your share.

(b) Individual insured losses occurring on the same unit during the crop year may be accumulated if each loss is reported and valued by us to satisfy the annual loss deductible. Paragraph 12.(a)(2) will not apply to any subsequent individual loss determinations when the total amount of accumulated monthly loss deductibles is equal to or greater than the annual loss deductible. Total indemnities for a unit will not exceed the amount of insurance for the unit.

(c) The value of any insured plant inventory may be determined on the basis of our appraisals conducted after the end of the insurance period.

#### § 457.115 Nursery Frost, Freeze, and Cold Damage Exclusion Option.

This is not a continuous option. Application for this option must be made on or before the sales closing date for each crop year this Option is to be in effect (see exception in item 2 below).

Insured's Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Identification Number \_\_\_\_\_  
 SSN/EIN \_\_\_\_\_ Tax I.D. \_\_\_\_\_  
 Crop Year \_\_\_\_\_ Unit Number \_\_\_\_\_  
 Hardiness Zone \_\_\_\_\_

For the crop year designated above, the Nursery Crop Provisions (§ 457.114) are amended in accordance with the following terms and conditions:

1. You must have the Common Crop Insurance Policy Basic Provisions and Nursery Crop Provisions in force.

2. This option must be submitted to us on or before the final date for

accepting applications for the crop year in which you wish to insure your nursery plant inventory under this option. If the provisions of paragraph 6.(d)(2) of the Nursery Crop Provisions apply, we may accept this option after the sales closing date, or we may allow additional plants to be added to this option after such date.

3. Executing this option does not reduce the premium rate for nursery crop insurance.

4. All provisions of the Basic Provisions (§ 457.8) and Nursery Crop Provisions (§ 457.114) not in conflict with this option are applicable.

5. Upon execution of this option, the following plant varieties will not have frost, freeze, or cold damage coverage on this unit because the mandatory (Risk Group A) or recommended (Risk Group B) over-wintering requirements will not be met.

Scientific name	Common name	Over-wintering requirements to be excluded

Insured's Signature \_\_\_\_\_  
Date \_\_\_\_\_

Insurance Company Representative's Signature and Code Number \_\_\_\_\_  
Date \_\_\_\_\_

Done in Washington, DC, on January 23, 1995.

**Kenneth D. Ackerman,**  
*Manager, Federal Crop Insurance Corporation.*

[FR Doc. 95-2057 Filed 1-26-95; 8:45 am]

BILLING CODE 3410-08-P

**DEPARTMENT OF TRANSPORTATION**

**Coast Guard**

**33 CFR Part 117**

[CGD01-95-002]

RIN 2115-AE47

**Drawbridge Operation Regulations; New Rochelle Harbor, NY**

AGENCY: Coast Guard, DOT.

ACTION: Notice of proposed rulemaking.

**SUMMARY:** The Coast Guard is considering a change to the regulations governing the Glen Island Bridge over New Rochelle Harbor at mile 0.8 in New Rochelle, New York. This change to the regulations will allow the bridge owner to reduce the number of hours in a day that the bridge is manned by drawtenders and opened on signal. This change is proposed because there have been few requests for bridge openings during the time periods at issue, i.e., from 1 May through 31 October, 12 midnight to 8 a.m., and from 1 November through 30 April, 8 p.m. to 8 a.m.

**DATES:** Comments must be received on or before March 28, 1995.

**ADDRESSES:** Comments may be mailed to Commander (obr), First Coast Guard District, Building 135A, Governors Island, New York, 10004-5073, or may be hand-delivered to the same address between 7 a.m. and 4 p.m., Monday through Friday, except federal holidays. The telephone number is (212) 668-7170. The comments will become part of this docket and will be available for inspection and copying by appointment at the above address.

**FOR FURTHER INFORMATION CONTACT:** Ms. Sylvia Bowens, Project Manager, Bridge Branch, (212) 668-7170.

**SUPPLEMENTARY INFORMATION:**

**Request for Comments**

The Coast Guard encourages interested persons to participate in this rulemaking by submitting written views, comments, data, or arguments. Persons submitting comments should include their names and addresses, identify this rulemaking (CGD01-95-002), the specific section of the proposal to which each comment applies, and given reasons for each comment. The Coast Guard requests that all comments and attachments be submitted in an unbound format no larger than 8½" by 11", suitable for copying and electronic filing. If that is not practical, a second copy of any bound material is requested. Persons desiring acknowledgment that their comments have been received should enclose a stamped, self-addressed post card or envelope.

The Coast Guard will consider all comments received during the comment period, and may change this proposal in light of comments received. The Coast Guard plans no public hearing. Persons may request a public hearing by writing to Commander (obr), First Coast Guard District at the address listed under **ADDRESSES**. The request should include reasons why a hearing would be beneficial. If the Coast Guard determines that the opportunity for oral

presentations will aid this rulemaking, the Coast Guard will hold a public hearing at a time and place announced by a later notice in the **Federal Register**.

**Drafting Information**

The drafters of this notice are Mr. John W. McDonald, Bridge Management Specialist, Bridge Branch, and LCDR Samuel R. Watkins, Project Counsel, District Legal Office.

**Background and Purpose**

The Glen Island Bridge spans New Rochelle Harbor, New York. It was built in 1929 and has a vertical clearance of 13' above mean high water (MHW) and a vertical clearance of 20' above mean low water (MLW). Glen Island Bridge logs for 1990 tallied only fifty-two (52) openings during the periods relevant to this proposed rule: forty-five (45) from July to October, between 12 midnight and 8 a.m.; and seven (7) during November and December, between 8 p.m. and 8 a.m. Bridge openings for 1991 totaled only fifty-one (51) during the relevant periods: forty-five (45) from May to July, between 12 midnight and 8 a.m.; and six (6) from January to April, between 8 p.m. and 8 a.m. In 1992 there were only twenty (20) openings during the relevant periods: fourteen (14) for the month of October, between 12 midnight and 8 a.m.; and six (6) during November and December, between 8 p.m. and 8 a.m. Bridge logs for 1993 tallied only eighty-two (82) bridge openings during the relevant periods: seventy-seven (77) from May to September, between 12 midnight and 8 a.m.; and five (5) from January to April, between 8 p.m. and 8 a.m. The bridge owner was not able to provide bridge logs from September 21, 1991 through September 23, 1992 because they were damaged by water during a storm in December, 1992.

The present operating regulations require the Glen Island Bridge to open on signal at all times. The proposed regulations would allow the bridge to remain closed from 1 May through 31 October, between 12 midnight and 8 a.m., and from 1 November through 30 April, between 8 p.m. and 8 a.m. These closed periods will relieve the bridge owner from the unnecessary burden of having the bridge manned with drawtenders at all times.

**Discussion of Proposed Amendments**

The bridge owner, Westchester County, requested a change to the present general operating regulations which require the bridge to open on signal at all times. It is proposed that 33 CFR 117.802 be added to provide that the Glen Island Bridge need not open