Proposed Rules

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DEPARTMENT OF AGRICULTURE

Animal and Plant Health Inspection Service

7 CFR Part 354

[Docket No.96–038–2]

RIN 0579–AA81

User Fees; Agricultural Quarantine and Inspection Services; Correction

AGENCY: Animal and Plant Health Inspection Service, USDA.

ACTION: Proposed rule; correction.

SUMMARY: This document corrects several typographical errors in the preamble to a proposed rule published in the Federal Register on January 27, 1997 (62 FR 3823–3830, Docket No. 96–038–1), regarding user fees for agricultural quarantine and inspection services.

FOR FURTHER INFORMATION CONTACT: For information concerning program operations, contact Mr. Jim Smith, Operations Officer, Program Support, PPQ, APHIS, 4700 River Road Unit 60, Riverdale, MD 20737–1236, (301) 734–8295. For information concerning rate development, contact Ms. Donna Ford, PPQ User Fees Section Head, FSSB, BAD, APHIS, 4700 River Road Unit 54, Riverdale, MD 20737–1232, (301) 734–5901.

Correction

In proposed rule FR Doc. 97–1892, beginning on page 3823 in the Federal Register of January 27, 1997, make the following corrections, in the **SUPPLEMENTARY INFORMATION** section. On page 3825, third column, in the sixth line, remove ''FY 1997–20020'', and add ''FY 1997–2002'' in its place. On page 3826, in the tables headed ''PROPOSED AQI USER FEE RATES—FY 1998'' and ''PROPOSED AQI USER FEE RATES—FY 2001'', in the lines for ''Commercial trucks'', remove references to footnote ''1'', and add references to footnote ''2'' in its place. On page 3827, in the table headed ''AGRICULTURAL QUARANTINE INSPECTION (AQI) USER FEES—Continued'', under the column headed ''FY98'', remove ''5.75'', and add ''59.75'' in its place.

Done in Washington, DC, this 6th day of February 1997.

Richard R. Kelly,

Acting Chief, Regulatory Analysis and Development, Animal and Plant Health Inspection Service.

[FR Doc. 97–3565 Filed 2–12–97; 8:45 am]

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Federal Crop Insurance Corporation

7 CFR Parts 401 and 457

Common Crop Insurance Regulations, Onion Crop Insurance Provisions; and Onion Endorsement

AGENCY: Federal Crop Insurance Corporation, USDA.

ACTION: Proposed rule.

SUMMARY: The Federal Crop Insurance Corporation (FCIC) proposes specific crop provisions for the insurance of onions. The provisions will be used in conjunction with the Common Crop Insurance Policy Basic Provisions, which contain standard terms and conditions common to most crops. The intended effect of this action is to provide policy changes to better meet the needs of the insured, include the current onion endorsement with the Common Crop Insurance Policy for ease of use and consistency of terms, and to restrict the effect of the current Onion Endorsement to the 1997 and prior crop years.

DATES: Written comments, data, and opinions on this proposed rule will be accepted until close of business March 17, 1997, and will be considered when the rule is to be made final. The comment period for information collections under the Paperwork Reduction Act of 1995 continues through April 14, 1997.

ADDRESSES: Interested persons are invited to submit written comments to the Chief, Product Development Branch, Federal Crop Insurance Corporation, United States Department of Agriculture, 9435 Holmes Road, Kansas City, MO 64131. Written comments will be available for public inspection and copying in room 0324, South Building, United States Department of Agriculture, 14th and Independence Avenue, SW., Washington, DC., 8:15–4:45, est, Monday through Friday, except holidays.

FOR FURTHER INFORMATION CONTACT: Bill Klein, Program Analyst, Research and Development Division, Product Development Branch, Federal Crop Insurance Corporation, at the Kansas City, MO, address listed above, telephone (816) 926–7730.

SUPPLEMENTARY INFORMATION:

Executive Order No. 12866

The Office of Management and Budget (OMB) has determined this rule to be exempt for the purposes of Executive Order No. 12866 and, therefore, has not been reviewed by OMB.

Paperwork Reduction Act of 1995

The title of this information collection is ''Catastrophic Risk Protection Plan and Related Requirements including, Common Crop Insurance Regulations; Onion Crop Insurance Provisions.'' The information to be collected includes a crop insurance application and an acreage report. Information collected from the application and acreage report is electronically submitted to FCIC by the reinsured companies. Potential respondents to this information collection are producers of onions that are eligible for Federal crop insurance.

The information requested is necessary for the insurance company and FCIC to provide insurance and reinsurance, determine eligibility, determine the correct parties to the agreement or contract, determine and collect premiums or other monetary amounts, and pay benefits.

All information is reported annually. The reporting burden for this collection of information is estimated to average 16.9 minutes per response for each of the 3.6 responses from approximately 1,242,510 respondents. The total annual burden on the public for this information collection is 1,889,363 hours.

FCIC is requesting comments on the following: (a) Whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information shall have practical utility; (b) the accuracy of the agency's estimate of the burden of the proposed collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; and (d) ways to minimize the burden of the collection of information on respondents, including through the use of automated collection techniques or other forms of information gathering technology.

Comments regarding paperwork reduction should be submitted to the Desk Officer for Agriculture, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC. 20503.

The Office of Management and Budget (OMB) is required to make a decision concerning the collections of information contained in these proposed regulations between 30 and 60 days after submission to OMB. Therefore, a comment to OMB is best assured of having full effect if OMB receives it within 30 days of publication. This does not affect the deadline for the public to comment on the proposed regulation.

Unfunded Mandates Reform Act of 1995

Title II of the Unfunded Mandates Reform Act of 1995 (UMRA), Public Law 104–4, establishes requirements for Federal agencies to assess the effects of their regulatory actions on state, local, and tribal governments and the private sector. This rule contains no Federal mandates (under the regulatory provisions of Title II of the UMRA) for State, local, and tribal governments or the private sector. Thus, this rule is not subject to the requirements of sections 202 and 205 of the UMRA.

Executive Order No. 12612

It has been determined under section 6(a) of Executive Order No. 12612, Federalism, that this rule does not have sufficient federalism implications to warrant the preparation of a Federalism Assessment. The provisions 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.

Regulatory Flexibility Act

This regulation will not have a significant impact on a substantial number of small entities. New provisions included in this rule will not impact small entities to a greater extent than large entities. Under the current regulations, a producer is required to complete an application and acreage report. If the crop is damaged or destroyed, the insured is required to give notice of loss and provide the necessary information to complete a claim for indemnity. The insured must also annually certify to the number of acres and the previous years production, if adequate records are available to support the certification, or receive a transitional yield. The producer must maintain the production records to support the certification information for at least three years. This regulation does not alter those requirements. The amount of work required of the insurance companies delivering and servicing these policies will not increase significantly from the amount of work currently required. This rule does not have any greater or lesser impact on the producer. Therefore, this action is determined to be exempt from the provisions of the Regulatory Flexibility Act (5 U.S.C. 605), and no Regulatory Flexibility Analysis was prepared.

Federal Assistance Program

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

Executive Order No. 12372

This program is not subject to the provisions of Executive Order No. 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.

Executive Order No. 12778

The Office of the General Counsel has determined that these regulations meet the applicable standards provided in sections 2(a) and 2(b)(2) of Executive Order No. 12778. The provisions of this rule will not have retroactive effect prior to the effective date. 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 published at 7 CFR part 11 must be exhausted before any action for judicial review may be brought.

Environmental Evaluation

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

National Performance Review

This regulatory action is being taken as part of the National Performance Review Initiative to eliminate unnecessary or duplicative regulations and improve those that remain in force.

Background

FCIC proposes to add to the Common Crop Insurance Regulations (7 CFR part 457), a new section, 7 CFR 457.135, Onion Crop Insurance Provisions. The new provisions will be effective for the 1998 and succeeding crop years. These provisions will replace and supersede the current provisions for insuring onions found at 7 CFR 401.126. FCIC also proposes to amend 401.126 to limit its effect to the 1997 and prior crop years. FCIC will later publish a regulation to remove and reserve § 401.126

This rule makes minor editorial and format changes to improve the Onion Endorsement's compatibility with the Common Crop Insurance Policy. In addition, FCIC is proposing substantive changes in the provisions for insuring onions as follows:

1. Section 1—Add definitions for the terms ''crop year,'' ''days,'' ''direct marketing,'' ''FSA,'' ''final planting date,'' ''good farming practices,'' ''hundredweight,'' ''interplanted,'' ''irrigated practice,'' ''late planted,'' ''late planting period,'' ''lifting or digging,'' ''non-storage onions,'' ''planted acreage,'' ''practical to replant,'' ''prevented planting,'' ''production guarantee (per acre),'' ''replanting,'' ''storage onions,'' ''timely planted,'' ''topping,'' ''type,'' and ''written agreement,'' for clarification. Add the definition of ''onion production'' to clearly identify production to count for harvested and unharvested onions. Current provisions do not provide this definition.

2. Section 3(b)—Add provisions that allow insurance for the onion crop in three stages and provide the percentage of coverage and the qualifications for each stage. Guarantees by stage will reduce indemnities to reflect lower out-of-pocket production costs when a crop loss occurs early in the growing season.

3. Section 4—Add a June 30 contract change date for states and counties with an August 31 cancellation date and change the contract change date to November 30 preceding the cancellation date for the other states and counties. This maintains an adequate time period between this date and the cancellation date revised to correspond to the change in the sales closing date and comply with the Federal Crop Insurance Reform Act of 1994, and allows producers sufficient time to make informed risk management decisions. The current contract change date is December 31.

4. Section 5—Add an August 31 cancellation and termination date for states and counties with fall seeded non-storage type onions. The cancellation and termination dates have been changed to February 1 for all other onions in all states and counties. These changes are intended to minimize program vulnerabilities which may exist

because insureds may be able to anticipate unfavorable growing conditions and obtain indemnities to which they might otherwise not be entitled.

5. Section 6—Revise the annual premium section to clarify that the premium is based on the third stage production guarantee.

6. Section 7(b)—Add non-storage type onions as an insured crop to provide crop insurance protection for producers of this commodity.

7. Section 7(c) (1) and (2)—Add provisions allowing insurance for onions interplanted with a windbreak crop to protect the onion plants when they are small and tender. This is a standard practice in certain areas of the country which have sandy soils and frequently experience strong winds. This section also allows insurance for onions interplanted into a grass or legume provided this practice would not adversely affect the amount or quality of the production.

8. Section 8(a)—Clarify that acreage of the onion crop is not insurable if it does not meet the stated rotation requirements, unless different rotational requirements are shown on the Special Provisions or we agree in writing to insure the acreage.

9. Section 8(b)—Clarify that any acreage damaged prior to the final planting date must be replanted unless the insurance provider agrees that it is not practical to replant.

10. Section 9(b)(1)—Add dates for the end of insurance period for fall planted non-storage onions in Georgia, Oregon, and Texas, and for spring planted non-storage onions. The date for the end of insurance period in Colorado was changed from September 30 to October 15, since it is a normal practice to harvest onions after September 30.

11. Section 9(b)(2)—Specify the end of insurance period as 2 days after lifting or digging of non-storage onions and 14 days after lifting or digging of storage type onions to allow appropriate time for field drying without creating an unacceptable risk to the insurance provider.

12. Section 10(a) (3)and (4)—Add provisions to clarify that any losses caused by insufficient or improper application of pest or disease control measures are not an insured cause of loss.

13. Section 10(b)—Add provisions to clarify that we do not insure against any loss of production due to damage that occurs or becomes evident after the end of the insurance period, including, but not limited to, damage that occurs after the onions have been placed in storage.

14. Section 11—Add provisions to allow producers to receive a replanting payment when it is considered practical to replant. Provisions are also added which provide that replanting with a practice that is uninsurable as an original planting will cause the liability for the unit to be reduced by the amount of the replanting payment.

15. Section 12(b)—Require the producer to give notice at least 15 days prior to harvest so a preharvest inspection can be made if production is to be sold by direct marketing. This appraisal may be used to determine the amount of production to count.

16. Section 13(b)—Remove the provision that required multiplying the total production to be counted by the greater of the local market price at the time the onions are appraised or by the respective price election. When the onion insurance was originally offered this language was considered necessary due to the extreme swings in the market price. The market appears to be less volatile today, and the ‘‘greater of’’ language can result in a hardship to producers when they have appraised production that is valued at the local market price, and that price is considerably higher than their price election. The new provision requires multiplying the total production to be counted of each type, if applicable, by the respective price election the producer chose.

17. Section 13(d)—Add provisions that allow for no production to be counted for the unit or portion of a unit if the appraised percent of damage exceeds the percentage shown by type in the Special Provisions, unless onions from that acreage are subsequently harvested and sold.

18. Section 13(e)—Add provisions to clarify that the extent of damage must be determined not later than the time onions are placed in storage, if the production is stored prior to sale, or the date they are delivered to a packer, processor, or other handler if the production is not stored.

19. Section 14—Add late and prevented planting provisions to the policy. This insurance coverage was previously only provided by the execution of a separate Late Planting Agreement Option. To ease the administrative burden, this coverage is now included in the policy and the premium included in the premium owed for the unit.

20. Section 15—Add provisions for providing insurance coverage by written agreement. FCIC has a long standing policy of permitting certain modifications of the insurance contract by written agreement for some policies. This amendment allows FCIC to tailor the policy to a specific insured in certain instances. The new section will cover application for and duration of written agreements.

List of Subjects in 7 CFR Parts 401 and 457

Crop Insurance, Onion Endorsement, Onion.

Proposed Rule

For the reasons set forth in the preamble, the Federal Crop Insurance Corporation hereby proposes to amend 7 CFR parts 401 and 457, as follows:

PART 401—GENERAL CROP INSURANCE REGULATIONS—REGULATIONS FOR THE 1988 AND SUBSEQUENT CONTRACT YEARS

1. The authority citation for 7 CFR part 401 continues to read as follows:

Authority: 7 U.S.C. 1506(l) and 1506(p).

2. The introductory text of § 401.126 is revised to read as follows:

§ 401.126 Onion Endorsement.

The provisions of the Onion Endorsement for the 1988 through 1997 crop years are as follows:

* * * * *

PART 457—COMMON CROP INSURANCE REGULATIONS; REGULATIONS FOR THE 1994 AND SUBSEQUENT CONTRACT YEARS

3. The authority citation for 7 CFR part 457 continues to read as follows:

Authority: 7 U.S.C. 1506(l) and 1506(p).

4. Section 457.135 is added to read as follows:

§ 457.135 Onion Crop Insurance Provisions.

The Onion Crop Insurance Provisions for the 1998 and succeeding crop years are as follows:

FCIC policies:

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Reinsured policies:

(Appropriate title for insurance provider)

Both FCIC and reinsured policies:

ONION 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

Crop year—The time period in which the onions are normally grown and designated by the calendar year in which the onions are normally harvested.

Days—Calendar days.

Direct marketing—Sale of the insured crop directly to consumers without the intervention of an intermediary such as a wholesaler, retailer, packer, processor, shipper or buyer. Examples of direct marketing include selling through an on-farm or roadside stand, farmer's market, and permitting the general public to enter the field for the purpose of harvesting all or a portion of the crop.

FSA—The Farm Service Agency, an agency of the United States Department of Agriculture or a successor Agency.

Final planting date—The date contained in the Special Provisions for the insured crop by which the crop must initially be planted in order to be insured for the full production guarantee.

Good farming practices—The cultural practices generally in use in the county for the crop to make normal progress toward maturity and produce at least the yield used to determine the production guarantee and are those recognized by the Cooperative State Research, Education, and Extension Service as compatible with agronomic and weather conditions in the county.

Harvest—Removal of the onions from the field after topping and lifting or digging.

Hundredweight—100 pounds avoirdupois.

Interplanted—Acreage on which two or more crops are planted in a manner that does not permit separate agronomic maintenance or harvest of the insured crop.

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 produce at least the yield used to establish the irrigated production guarantee on the irrigated acreage planted to the insured crop.

Late planted—Acreage planted to the insured crop during the late planting period.

Late planting period—The period that begins the day after the final planting date for the insured crop and ends 25 days after the final planting date.

Lifting or digging—A pre-harvest process in which the onion roots are severed from the soil and the onion bulbs laid on the surface of the soil for drying in the field.

Non-storage onions—Generally of a Bermuda, Granex, or Grano variety, or hybrids developed from these varieties, which are dried only a short time, and consequently have a higher moisture content. They are thinner skinned, contain a higher sugar content, and are generally milder in flavor than storage type onions. Due to a higher moisture and sugar content, they are subject to deterioration both on the surface and internally if they are not used shortly after harvest.

Onion production—All onions of recoverable size and condition, with excess dirt and foliage material removed, and of storable or marketable condition, commonly called ''first net weight.'' In addition to small onions lost during harvesting and initial cleaning, the Special Provisions may specify a minimum onion size, based on the ''U.S. or other Standards for Repacked Onions,'' to be used to determine onion production to count.

Planted acreage—Land in which seed or onion plants have been placed by a machine appropriate for the insured crop and planting method, or in which onion plants have been transplanted by hand, at the correct depth, into a seedbed that has been properly prepared for the planting method and production practice. Onions must initially be planted in rows to be considered planted.

Practical to replant—In lieu of the definition of ''Practical to replant'' contained in section 1 of the Basic Provisions (§ 457.8), practical to replant is defined as our determination, after loss or damage to the insured crop, based on factors, including but not limited to moisture availability, condition of the field, time to crop maturity, and marketing window, that replanting the insured crop will allow the crop to attain maturity prior to the calendar date for the end of the insurance period. It will not be considered practical to replant after the end of the late planting period unless replanting is generally occurring in the area.

Prevented planting—Inability to plant the insured crop with proper equipment by the final planting date designated in the Special Provisions for the insured crop in the county or the end of the late planting period. You must have been unable to plant the insured crop due to an insured cause of loss that has prevented the majority of producers in the surrounding area from planting the same crop.

Production guarantee (per acre):

(a) First stage production guarantee—Thirty-five percent of the third stage production guarantee.

(b) Second stage production guarantee—Sixty percent of the third stage production guarantee.

(c) Third stage production guarantee—The quantity of onions (in hundredweight) determined by multiplying the approved yield per acre by the coverage level percentage you elect.

Replanting—Performing the cultural practices necessary to replace the onion seed or onion transplants, and then replacing the onion seed or onion transplants in the insured acreage with the expectation of growing a successful crop.

Storage onions—Onions other than a Bermuda, Granex, or Grano variety, or hybrids developed from these varieties which are dried to a lower moisture content, are firmer, have more outer layers of paper-like skin, and are darker in color than non-storage onions. They are generally more pungent, have a lower sugar content, and can normally be stored for several months under proper conditions prior to use without deterioration.

Timely planted—Planted on or before the final planting date designated in the Special Provisions for the insured crop in the county.

Topping—A pre-harvest process to initiate curing, in which onion foliage is removed or bent over.

Type—A category of onions as identified in the Special Provisions.

Written agreement—A written document that alters designated terms of this policy in accordance with section 15.

2. Unit Division

(a) Unless limited by the Special Provisions, a unit as defined in section 1 (Definitions) of the Basic Provisions (§ 457.8), (basic unit) may be divided into optional units if, for each optional unit you meet all the conditions of this section or if a written agreement to such division exists.

(b) Basic units may not be divided into optional units on any basis other than as described in this section.

(c) If you do not comply fully with these provisions, we will combine all optional units that are not in compliance with these provisions into the basic unit from which they were formed. We will combine the optional units at any time we discover that you have failed to comply with these provisions. If failure to comply with these provisions is determined to be inadvertent, and the optional units are combined into a basic unit, that portion of the additional premium paid for the optional units that have been combined will be refunded to you.

(d) All optional units you selected for the crop year must be identified on the acreage report for that crop year.

(e) The following requirements must be met for each optional unit:

(1) You must have records, which can be independently verified, of planted acreage and production for each optional unit for at least the last crop year used to determine your production guarantee;

(2) You must plant the crop in a manner that results in a clear and discernable break in the planting pattern at the boundaries of each optional unit;

(3) You must have records of marketed production or measurement of stored production from each optional unit maintained in such a manner that permits us to verify the production from each optional unit, or the production from each unit must be kept separate until after loss adjustment is completed by us; and

(4) Optional units meet one or more of the following, as applicable:

(i) *Optional Units Based on Irrigated Acreage or Non-Irrigated Acreage* To qualify as separate irrigated and non-irrigated optional units, the non-irrigated acreage may not continue into the irrigated acreage in the same rows or planting pattern. The irrigated acreage may not extend beyond the point at which the irrigation system can deliver the quantity of water needed to produce the yield on which your guarantee is based, except the corners of a field in which a center-pivot irrigation system is used will be considered as irrigated acreage if separate acceptable records of production from the corners are not provided. If the corners of a field in which the center pivot irrigation system is used do not qualify as a separate non-irrigated optional unit, they will be a part of the unit containing the irrigated acreage. However, non-irrigated acreage that is not a part of a field in which a center pivot irrigation system is used may qualify as a separate optional unit provided all requirements of this section are met; or

(ii) *Optional Units Based on Onion Type* To qualify for a separate optional unit by type, the onions must be designated by type in the Special Provisions.

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

(a) In addition to the requirements of section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions (§ 457.8), you may select only one price election for all the onions in the county insured under this policy unless the Special Provisions provide different price elections by type, in which case you may select one price election for each onion type designated in the Special Provisions. The price elections you choose for each type must have the same percentage relationship to the maximum price offered by us for each type. For example, if you choose 100 percent of the maximum price election for one type, you must also choose 100 percent of the maximum price election for all other types.

(b) The production guarantees in the actuarial table are the third stage guarantees. The stages are:

(1) First stage extends from planting until the emergence of the third leaf for direct seeded onions.

(2) Second stage extends from emergence of the fourth leaf for direct seeded onions, or from transplanting of onion plants, until 25 percent of the acreage in the unit has been subjected to topping and lifting or digging.

(3) Third stage extends from the completion of topping and lifting or digging on more than 25 percent of the applicable acreage in the unit until the end of the insurance period.

(c) The production guarantee will be expressed in hundredweight.

(d) Any acreage of onions damaged in the first or second stage, to the extent that producers in the area would not normally further care for the onions, will be deemed to have been destroyed even though you may continue to care for the onions. The production guarantee for such acreage will not exceed the production guarantee for the stage in which the damage occurred.

4. Contract Changes

In accordance with section 4 (Contract Changes) of the Basic Provisions (§ 457.8)), the contract change date is June 30 preceding the cancellation date for counties with an August 31 cancellation date and November 30 preceding the cancellation date for all other counties.

5. Cancellation and Termination Dates

In accordance with section 2 (Life of the Policy, Cancellation, and Termination) of the Basic Provisions (§ 457.8), the cancellation and termination dates are:

State and county	Cancellation and termination date
All Georgia Counties; Umatilla County, Oregon; Kinney, Uvalde, Medina, Bexar, Wilson, Karnes, Bee, and San Patricio, Counties, Texas, and all Texas Counties lying south thereof; Walla Walla County, Washington.	August 31.
All other states and counties.	February 1.

6. Annual Premium

In lieu of the provisions of section 7(c) (Annual Premium) of the Basic Provisions (§ 457.8), the annual premium amount is computed by multiplying the third stage production guarantee by the price election, times the premium rate, times the insured acreage, times your share at the time of planting, and times any applicable premium adjustment factors contained in the Actuarial Table.

7. Insured Crop

In accordance with section 8 (Insured Crop of the Basic Provisions (§ 457.8), the crop insured will be all the onions (excluding green (bunch) or seed onions, chives, garlic, leeks, and scallions) in the county for which a premium rate is provided by the actuarial table:

(a) In which you have a share;

(b) That are either of a storage type onion planted for harvest as dry onions (bulb onions) or of a non-storage type onion planted for harvest as partially dried fresh market bulb onions;

(c) That are not (unless allowed by the Special Provisions or by written agreement):

(1) Interplanted with another crop unless the onions are interplanted with a windbreak crop and the windbreak crop is destroyed within 70 days after completion of seeding or transplanting; or

(2) Planted into an established grass or legume.

8. Insurable Acreage

In addition to the provisions of section 9 (Insurable Acreage) of the Basic Provisions (§ 457.8), we will not insure any acreage of the insured crop that:

(a) Was planted to storage or non-storage bulb onions, green (bunch) onions, seed onions, chives, garlic, leeks, shallots, or scallions the previous year unless different rotation requirements are specified in the Special Provisions or we agree in writing to insure such acreage; or

(b) Is damaged before the final planting date to the extent that the majority of producers in the area would normally not further care for the crop and is not replanted, unless we agree that it is not practical to replant.

9. Insurance Period

(a) In addition to the provisions of section 11 (Insurance Period) of the Basic Provisions (§ 457.8), the acreage must be planted on or before the final planting date designated in the Special Provisions except as allowed in section 14(c).

(b) The insurance period ends at the earliest of:

(1) The calendar date for the end of the insurance period as follows:

(i) June 15 for Vidalia and any other fall planted, non-storage type onions planted in the State of Georgia;

(ii) July 15 for 1015 Super Sweets, and any other fall planted non-storage type onions in the State of Texas;

(iii) July 31 for Walla Walla Sweets, and any other fall planted non-storage type onions in the states of Oregon and Washington;

(iv) August 31 for all spring planted non-storage type onions; and

(v) October 15 for all other insurable onions; or

(2) The following event for each unit or portion of a unit:

(i) Two days after lifting or digging of non-storage type onions;

(ii) Fourteen days after lifting or digging of storage type onions; or

(iii) Removal of the onions from the unit.

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 only against the following causes of loss that 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; or

(8) Failure of the irrigation water supply, if caused by an insured peril that occurs during the insurance period.

(b) In addition to the causes of loss not insured against as listed in section 12 (Causes of Loss) of the Basic Provisions (§ 457,8), we will not insure against any loss of production due to damage that occurs or becomes evident after the end of the insurance period, including, but not limited to, damage that occurs after onions have been placed in storage.

11. Replanting Payment

(a) In accordance with section 13 (Replanting Payment) of the Basic Provisions (§ 457.8), a replanting payment is allowed if the crop is damaged by an insurable cause of loss to the extent that the remaining stand will not produce at least 90 percent of the third stage production guarantee for the acreage and we determine that it is practical to replant.

(b) The maximum amount of the replanting payment per acre will be the lesser of 7 percent of the third stage production guarantee or 18 hundredweight, multiplied by your price election, multiplied by your insured share.

(c) When onions are replanted using a practice that is uninsurable as an original planting, the liability for the unit will be reduced by the amount of the replanting payment. The premium amount will not be reduced.

12. Duties in the Event of Damage or Loss

(a) In accordance with the requirements of section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions (§ 457.8), the representative samples of the unharvested crop must be at least 10 feet wide and extend the entire length of each field in the unit. The samples must not be harvested or destroyed until the earlier of our inspection or 15 days after harvest of the balance of the unit is completed.

(b) You must notify us at least 15 days before any production from any unit will be sold by direct marketing. We will conduct an appraisal that will be used to determine your production to count for production that is sold by direct marketing. If damage occurs after this appraisal we will conduct an additional appraisal. These appraisals, and any acceptable records provided by you, will be used to determine your production to count. Failure to give timely notice that production will be sold by direct marketing will result in an appraised amount of production to count that is not less than the production guarantee per acre if such failure results in our inability to make the required appraisal.

13. Settlement of Claim

(a) We will determine your loss on a unit basis. In the event you are unable to provide production records:

(1) For any optional units, we will combine all optional units for which acceptable production records were not provided; or

(2) For any basic units, we will allocate any commingled production to such units in proportion to our liability on the harvested acreage for the units.

(b) In the event of loss or damage covered by this policy, we will settle your claim by:

(1) Multiplying the insured acreage by its respective production guarantee, by type if applicable;

(2) Multiplying each result of section 13(b)(1) by the respective price election, by type if applicable;

(3) Totaling the results in section 13(b)(2);

(4) Multiplying the total production to be counted of each type, if applicable, (see section 13(c)) by the respective price election you chose;

(5) Totaling the results of section 13(b)(4);

(6) Subtracting the result in section 13(b)(5) from the result in 13(b)(3); and

(7) Multiplying the result in section 13(b)(6) by your share.

(c) The total production (in hundredweight) to count from all insurable acreage on the unit will include:

(1) All appraised production as follows:

(i) Not less than the production guarantee for acreage:

(A) That is abandoned;

(B) That is direct marketed to consumers if you fail to meet the requirements contained in section 12;

(C) Put to another use without our consent;

(D) That is damaged solely by uninsured causes; or

(E) For which you fail to provide production records that are acceptable to us;

(ii) Production lost due to uninsured causes;

(iii) Unharvested onion production (mature unharvested production may be adjusted based on the percent of damage in accordance with section 13(d));

(iv) The appraised production that exceeds the difference between the first or second stage (as applicable) and the third stage production guarantee for acreage that does not qualify for the third stage guarantee, if such acreage is not subject to section 13(c)(1)(i) and (ii); and

(v) Potential production on insured acreage that you intend to put to another use or abandon, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end if you put the acreage to another use or abandon the crop.

(vi) If agreement on the appraised amount of production is not reached:

(A) If you do not elect to continue to care for the crop, we may give you consent to put the acreage to another use if you agree to leave intact, and provide sufficient care for, representative samples of the crop in locations acceptable to us. (The amount of production to count for such acreage will be based on the harvested production or appraisals from the samples at the time harvest should have occurred. If you do not leave the required samples intact, or fail to provide sufficient care for the samples, our appraisal made prior to giving you consent to put the acreage to another use will be used to determine the amount of production to count);

(B) If you elect to continue to care for the crop, the amount of production to count for the acreage will be the harvested production, or our reappraisal if additional damage occurs and the crop is not harvested; or

(C) If due to the nature of the damage, any representative sample left would be likely to deteriorate further, and no agreement is reached, no release of the crop will be made.

(2) All harvested onion production from the insurable acreage.

(d) If the appraised percent of damage exceeds the percentage shown by type in the Special Provisions, no production will be counted for that unit or portion of a unit unless onions from that acreage are subsequently harvested and sold.

(e) The extent of any damage must be determined not later than the time onions are placed in storage if the production is stored prior to sale, or the date they are delivered to a packer, processor, or other handler if production is not stored.

14. Late Planting and Prevented Planting

(a) In lieu of provisions contained in the Basic Provisions (§ 457.8), regarding acreage initially planted after the final planting date and the applicability of a Late Planting Agreement Option, insurance will be provided for acreage planted to the insured crop during the late planting period (see section 14 (c)) and you were prevented from planting (see section 14 (d)). These coverages provide reduced production guarantees. The premium amount for late planted acreage and eligible prevented planting acreage will be the same as that for timely planted acreage. If the amount of premium you are required to pay (gross premium less our subsidy) for late planted acreage or prevented planting acreage exceeds the liability on such acreage, coverage for those acres will not be provided, no premium will be due, and no indemnity will be paid for such acreage.

(b) If you were prevented from planting, you must provide written notice to us not later than the acreage reporting date.

(c) Late Planting

(1) For onion acreage planted during the late planting period, the production guarantee for each acre will be reduced for each day planted after the final planting date by:

(i) One percent (1%) per day for the 1st through the 10th day; and

(ii) Two percent (2%) per day for the 11th through the 25th day.

(2) In addition to the requirements of section 6 (Report of Acreage) of the Basic Provisions (§ 457.8), you must report the dates the acreage is planted within the late planting period.

(3) If planting of onions continues after the final planting date, or you are prevented from planting during the late planting period, the acreage reporting date will be the later of:

(i) The acreage reporting date contained in the Special Provisions for the insured crop; or

(ii) Five days after the end of the late planting period.

(d) Prevented Planting (Including Planting After the Late Planting Period)

(1) If you were prevented from timely planting onions, you may elect:

(i) To plant onions during the late planting period. The production guarantee for such acreage will be determined in accordance with section 14(c)(1);

(ii) Not to plant this acreage to any crop except a cover crop not for harvest. You may also elect to plant the insured crop after the late planting period. In either case, the production guarantee for such acreage will be 40 percent of the production guarantee for timely planted acres. For example, if your production guarantee for timely planted acreage is 260 hundredweight per acre, your prevented planting production guarantee would be 104 hundredweight per acre (260 hundredweight multiplied by 0.40). If you elect to plant the insured crop after the late planting period, production to count for such acreage will be determined in accordance with section 13; or

(iii) Not to plant the intended crop but plant a substitute crop for harvest, in which case:

(A) No prevented planting production guarantee will be provided for such acreage if the substitute crop is planted on or before the 10th day following the final planting date for the insured crop; or

(B) A production guarantee equal to 20 percent of the production guarantee for timely planted acres will be provided for such acreage, if the substitute crop is planted after the 10th day following the final planting date for the insured crop. If you elected the Catastrophic Risk Protection Endorsement or excluded this coverage, and plant a substitute crop, no prevented planting coverage will be provided. For example, if your production guarantee for timely planted acreage is 260 hundredweight per acre, your prevented planting production guarantee would be 52 hundredweight per acre (260 hundredweight multiplied by 0.20). You may elect to exclude prevented planting coverage when a substitute crop is planted for harvest and receive a reduction in the applicable premium rate. If you wish to exclude this coverage, you must so indicate, on or before the sales closing date, on your application or on a form approved by us. Your election to exclude this coverage will remain in effect from year to year unless you notify us in writing on our form by the applicable sales closing date for the crop year for which you wish to include this coverage. All acreage of the crop insured under this policy will be subject to this exclusion.

(2) Production guarantees for timely, late, and prevented planting acreage within a unit will be combined to determine the production guarantee for the unit. For example, assume you insure one unit in which you have a 100 percent share. The unit consists of 150 acres, of which 50 acres were planted timely, 50 acres were planted 7 days after the final planting date (late planted), and 50 acres were not planted but are eligible for a prevented planting production guarantee. The production guarantee for the unit will be computed as follows:

(i) For the timely planted acreage, multiply the per acre production guarantee for timely planted acreage by the 50 acres planted timely;

(ii) For the late planted acreage, multiply the per acre production guarantee for timely planted acreage by 93 percent and multiply the result by the 50 acres planted late; and

(iii) For prevented planting acreage, multiply the per acre production guarantee for timely planted acreage by:

(A) Forty percent and multiply the result by the 50 acres you were prevented from planting, if the acreage is eligible for prevented planting coverage, and if the acreage is left idle for the crop year, or if a cover crop is planted not for harvest. Prevented planting compensation hereunder will not be denied because the cover crop is hayed or grazed; or

(B) Twenty percent and multiply the result by the 50 acres you were prevented from planting, if the acreage is eligible for prevented planting coverage, and if you elect to plant a substitute crop for harvest after the 10th day following the final planting date for the insured crop (This paragraph (B) is not applicable, and prevented planting coverage is not available under these crop provisions, if you elected the Catastrophic Risk Protection Endorsement or you elected to exclude prevented planting coverage when a substitute crop is planted (see section 14(d)(1)(iii)).)

Your premium will be based on the result of multiplying the per acre production guarantee for timely planted acreage by the 150 acres in the unit.

(3) You must have the inputs available to plant and produce the intended crop with the expectation of at least producing the production guarantee. Proof that these inputs were available may be required.

(4) In addition to the provisions of section 11 (Insurance Period) of the Basic Provisions (§ 457.8), the insurance period for prevented planting coverage begins:

(i) On the sales closing date contained in the Special Provisions for the insured crop in the county for the crop year the application for insurance is accepted; or

(ii) For any subsequent crop year, on the sales closing date for the insured crop in the county for the previous crop year, provided continuous coverage has been in effect since that date. For example: If you make application and purchase insurance for onions for the 1998 crop year, prevented planting coverage will begin on the 1998 sales closing date for onions in the county. If the onion coverage remains in effect for the 1999 crop year (is not terminated or canceled during or after the 1998 crop year) prevented planting coverage for the 1999 crop year began on the 1998 sales closing date. Cancellation for the purposes of transferring the policy to a different insurance provider when there is no lapse in coverage will not be considered terminated or canceled coverage for the purpose of the preceding sentence.

(5) The acreage to which prevented planting coverage applies will not exceed the total eligible acreage on all FSA Farm Serial Numbers in which you have a share, adjusted for any reconstitution that may have occurred on or before the sales closing date. Eligible acreage for each FSA Farm Serial Number is determined as follows:

(i) If you participate in any program administered by the United States Department of Agriculture that limits the number of acres that may be planted for the crop year, the acreage eligible for prevented planting coverage will not exceed the total acreage permitted to be planted to the insured crop.

(ii) If you do not participate in any program administered by the United States Department of Agriculture that limits the number of acres that may be planted, and unless we agree in writing on or before the sales closing date, eligible acreage will not exceed the greater of:

(A) The FSA base acreage for the insured crop, including acres that could be flexed from another crop, if applicable;

(B) The number of acres planted to onions on the FSA Farm Serial Number during the previous crop year; or

(C) One-hundred percent of the simple average of the number of acres planted to onions during the crop years that you certified to determine your yield.

(iii) Acreage intended to be planted under an irrigated practice will be limited to the number of acres for which you had adequate irrigation facilities prior to the insured cause of loss which prevented you from planting.

(iv) A prevented planting production guarantee will not be provided for any acreage:

(A) That does not constitute at least 20 acres or 20 percent of the acreage in the unit, whichever is less (Acreage that is less than 20 acres or 20 percent of the acreage in the unit will be presumed to have been intended to be planted to the insured crop planted in the unit, unless you can show that you had the inputs available before the final planting date to plant and produce another insured crop on the acreage);

(B) For which the actuarial table does not designate a premium rate unless a written agreement designates such premium rate;

(C) Used for conservation purposes or intended to be left unplanted under any program administered by the United States Department of Agriculture;

(D) On which another crop is prevented from being planted, if you have already received a prevented planting indemnity, guarantee or amount of insurance for the same acreage in the same crop year, unless you provide adequate records of acreage and production showing that the acreage has a history of double-cropping in each of the last 4 years in which the insured crop was grown on the acreage;

(E) On which the insured crop is prevented from being planted, if any other crop is planted and fails, or is planted and harvested, hayed or grazed on the same acreage in the same crop year, (other than a cover crop as specified in section 14 (d)(2)(iii)(A), or a substitute crop allowed in section 14 (d)(2)(iii)(B)), unless you provide adequate records of acreage and production showing that the acreage has a history of double-cropping in each of the last 4 years in which the insured crop was grown on the acreage;

(F) When coverage is provided under the Catastrophic Risk Protection Endorsement if you plant another crop for harvest on any acreage you were prevented from planting in the same crop year, even if you have a history of double-cropping. If you have a Catastrophic Risk Protection Endorsement and receive a prevented planting indemnity, guarantee, or amount of insurance for a crop and are prevented from planting another crop on the same acreage, you may only receive the prevented planting indemnity, guarantee, or amount of insurance for the crop on which the prevented planting indemnity, guarantee, or amount of insurance is received; or

(G) For which planting history or conservation plans indicate that the acreage would have remained fallow for crop rotation purposes.

(v) For the purpose of determining eligible acreage for prevented planting coverage, acreage for all units will be combined and be reduced by the number of onion acres timely planted and late planted. For example, assume you have 100 acres eligible for prevented planting coverage in which you have a 100 percent share. The acreage is located in a single FSA Farm Serial Number which you insure as two separate optional units consisting of 50 acres each. If you planted 60 acres of onions on one optional unit and 40 acres of onions on the second optional unit, your prevented planting eligible acreage would be reduced to zero (*i.e.*, 100 acres eligible for prevented planting coverage minus 100 acres planted equals zero).

(6) In accordance with the provisions of section 6 (Report of Acreage) of the Basic Provisions (§ 457.8), you must report by unit any insurable acreage that you were prevented from planting. This report must be submitted on or before the acreage reporting date. For the purpose of determining acreage eligible for a prevented planting production guarantee, the total amount of prevented planting and planted acres cannot exceed the maximum number of acres eligible for prevented planting coverage. Any acreage you report in excess of the number of acres eligible for prevented planting coverage, or that exceeds the number of eligible acres physically located in a unit, will be deleted from your acreage report.

15. Written Agreements

Designated terms of this policy may be altered by written agreement in accordance with the following:

(a) You must apply in writing for each written agreement no later than the sales closing date, except as provided in section 15(e);

(b) The application for written agreement must contain all terms of the contract between the insurance provider and the insured that will be in effect if the written agreement is not approved;

(c) If approved by us, the written agreement will include all variable terms of the contract, including, but not limited to, crop type or variety, the guarantee, premium rate, and price election;

(d) Each written agreement will only be valid for one year. (If the written agreement is not specifically renewed the following year, insurance coverage for subsequent crop years will be in accordance with the printed policy); and

(e) An application for written agreement submitted after the sales closing date may be approved if, after a physical inspection of the acreage, it is determined that no loss has occurred and the crop is insurable in accordance with the policy and written agreement provisions.

Signed in Washington, DC, on February 6, 1997.

Kenneth D. Ackerman,

Manager, Federal Crop Insurance Corporation.

[FR Doc. 97–3328 Filed 2–12–97; 8:45 am]

BILLING CODE 3410–FA–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Part 39

[Docket No. 96–SW–21–AD]

Airworthiness Directives; Eurocopter Deutschland GmbH (ECD) Model BO 105 C and BO 105 S Helicopters

AGENCY: Federal Aviation Administration, DOT.

ACTION: Notice of proposed rulemaking (NPRM).

SUMMARY: This document proposes the adoption of a new airworthiness directive (AD) that is applicable to Eurocopter Deutschland GmbH (ECD) (Eurocopter) Model BO 105 C and BO 105 S helicopters. This proposal would require modifying the main relay box by replacing the voltage regulator; modifying the cockpit overhead panel by installing two additional switches; and performing a functional test of the new voltage regulator, generators, and new switches. This proposal is prompted by an in-service report of a helicopter that experienced a generator overvoltage. The actions specified by the proposed AD are intended to prevent failure of essential electrical equipment that could result in spatial disorientation and subsequent loss of control of the helicopter.

DATES: Comments must be received by April 14, 1997.

ADDRESSES: Submit comments in triplicate to the Federal Aviation Administration (FAA), Office of the Assistant Chief Counsel, Attention: Rules Docket No. 96–SW–21–AD, 2601 Meacham Blvd., Room 663, Fort Worth, Texas 76137. Comments may be inspected at this location between 9:00 a.m. and 3:00 p.m., Monday through Friday, except Federal holidays.

The service information referenced in the proposed rule may be obtained from American Eurocopter Corporation, 2701 Forum Drive, Grand Prairie, Texas 75053–4005. This information may be examined at the FAA, Office of the Assistant Chief Counsel, 2601 Meacham Blvd., Room 663, Fort Worth, Texas.

FOR FURTHER INFORMATION CONTACT: Mr. Lance Gant, Aerospace Engineer, FAA, Rotorcraft Directorate, Rotorcraft Standards Staff, 2601 Meacham Blvd., Fort Worth, Texas 76137, telephone (817) 222–5114, fax (817) 222–5961.

SUPPLEMENTARY INFORMATION:

Comments Invited

Interested persons are invited to participate in the making of the proposed rule by submitting such written data, views, or arguments as they may desire. Communications should identify the Rules Docket number and be submitted in triplicate to the address specified above. All communications received on or before the closing date for comments, specified above, will be considered before taking action on the proposed rule. The proposals contained in this notice may be changed in light of the comments received.

Comments are specifically invited on the overall regulatory, economic, environmental, and energy aspects of the proposed rule. All comments submitted will be available, both before and after the closing date for comments, in the Rules Docket for examination by interested persons. A report summarizing each FAA-public contact concerned with the substance of this proposal will be filed in the Rules Docket.

Commenters wishing the FAA to acknowledge receipt of their comments submitted in response to this notice must submit a self-addressed, stamped postcard on which the following statement is made: ‘‘Comments to Docket No. 96–SW–21–AD.’’ The postcard will be date stamped and returned to the commenter.

Availability of NPRMs

Any person may obtain a copy of this NPRM by submitting a request to the FAA, Office of the Assistant Chief Counsel, Attention: Rules Docket No. 96–SW–21–AD, 2601 Meacham Blvd., Room 663, Fort Worth, Texas 76137.

Discussion

The Luftfahrt-Bundesamt (LBA), which is the airworthiness authority for Germany, recently notified the FAA that an unsafe condition may exist on Eurocopter Model BO 105 C and BO 105 S helicopters. The LBA advises that the voltage regulators installed during production cannot prevent the failure of avionic instruments caused by generator overvoltage in the aircraft power supply.

Eurocopter has issued Eurocopter Service Bulletin ASB–BO–105–80–119, dated November 7, 1994, which specifies retrofitting affected helicopters with a voltage regulator incorporating overvoltage protection. The retrofit action includes installing two switches in the cockpit overhead panel so that generators that are switched off as a result of overvoltage can be switched on again individually. Eurocopter also issued Eurocopter Alert Service Bulletin ASB–BO–105–80–118, Revision 1, dated November 29, 1995, that introduced a compliance time. The LBA classified