

Proposed Rules

Federal Register

Vol. 74, No. 96

Wednesday, May 20, 2009

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-AC22

Common Crop Insurance Regulations; Florida Avocado Crop Insurance Provisions

AGENCY: Federal Crop Insurance Corporation, USDA.

ACTION: Proposed rule with request for comments.

SUMMARY: The Federal Crop Insurance Corporation (FCIC) proposes to add regulations that provide insurance for Florida avocados. The provisions will be used in conjunction with the Common Crop Insurance Policy Basic Provisions (Basic Provisions), which contain standard terms and conditions common to most crop programs. The intended effect of this action is to convert the Florida Avocado pilot crop insurance program to a permanent insurance program for the 2011 and succeeding crop years.

DATES: Written comments and opinions on this proposed rule will be accepted until close of business July 20, 2009, and will be considered when the rule is to be made final.

ADDRESSES: Interested persons are invited to submit comments, titled "Florida Avocado Crop Insurance Provisions," by any of the following methods:

- *By Mail to:* Director, Product Administration and Standards Division, Risk Management Agency, United States Department of Agriculture, Beacon Facility, Stop 0812, Room 421, P.O. Box 419205, Kansas City, MO 64141-6205.

- *By Express Mail to:* Director, Product Administration and Standards Division, Risk Management Agency, United States Department of Agriculture, Beacon Facility, Stop 0812, 9240 Troost Avenue, Kansas City, MO 64131-3055.

- *E-mail:* DirectorPDD@rma.usda.gov.

- *Federal eRulemaking Portal:* <http://www.regulations.gov>. Follow the instructions for submitting comments.

A copy of each response will be available for public inspection from 7 a.m. to 4:30 p.m., CST, Monday through Friday except holidays at the above address.

FOR FURTHER INFORMATION CONTACT:

Claire White, Economist, Product Management, Product Administration and Standards Division, Risk Management Agency, at the Kansas City, MO, address listed above, telephone (816) 926-7730.

SUPPLEMENTARY INFORMATION:

Executive Order 12866

The Office of Management and Budget (OMB) has determined that this rule is not significant for the purpose of Executive Order 12866 and, therefore, it has not been reviewed by OMB.

Paperwork Reduction Act of 1995

Pursuant to the provisions of the Paperwork Reduction Act of 1995 (44 U.S.C. chapter 35), the collections of information in this rule have been approved by OMB under control number 0563-0053 through March 31, 2012.

E-Government Act Compliance

FCIC is committed to complying with the E-Government Act of 2002, to promote the use of the Internet and other information technologies to provide increased opportunities for citizen access to Government information and services, and for other purposes.

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. Therefore, this rule is not subject to the requirements of sections 202 and 205 of the UMRA.

Executive Order 13132

It has been determined under section 1(a) of Executive Order 13132,

Federalism, that this rule does not have sufficient implications to warrant consultation with the States. The provisions contained in this rule will not have a substantial direct effect on States, or on the relationship between the national government and the States, or on the distribution of power and responsibilities among the various levels of government.

Regulatory Flexibility Act

FCIC certifies that this regulation will not have a significant economic impact on a substantial number of small entities. Program requirements for the Federal crop insurance program are the same for all producers regardless of the size of their farming operation. For instance, all producers are required to submit an application and acreage report to establish their insurance guarantees, and compute premium amounts, and all producers are required to submit a notice of loss and production information to determine the amount of an indemnity payment in the event of an insured cause of crop loss. Whether a producer has 10 acres or 1000 acres, there is no difference in the kind of information collected. To ensure crop insurance is available to small entities, the Federal Crop Insurance Act authorizes FCIC to waive collection of administrative fees from limited resource farmers. FCIC believes this waiver helps to ensure small entities are given the same opportunities to manage their risks through the use of crop insurance. A Regulatory Flexibility Analysis has not been prepared since this regulation does not have an impact on small entities, and, therefore, this regulation is exempt from the provisions of the Regulatory Flexibility Act (5 U.S.C. 605).

Federal Assistance Program

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

Executive Order 12372

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.

Executive Order 12988

This proposed rule has been reviewed in accordance with Executive Order 12988 on civil justice reform. The provisions of this rule will not have a retroactive effect. The provisions of this rule will preempt State and local laws to the extent such State and local laws are inconsistent herewith. With respect to any direct action taken by FCIC or to require the insurance provider to take specific action under the terms of the crop insurance policy, the administrative appeal provisions published at 7 CFR part 11 and 7 CFR part 400, subpart J, for the informal administrative review process of good farming practices, as applicable, must be exhausted before any action against FCIC 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.

Background

FCIC offered a pilot crop insurance program for Florida avocados beginning with the 1999 crop year. The pilot program is only available in Miami-Dade County, which, according to the 2002 Census of Agriculture, accounts for 98.6 percent of Florida's avocado acreage. The Florida Avocado pilot crop insurance program is an actual production history (APH) crop that protects against a loss in yield; and is available in coverage levels from 50 to 75 percent of the producer's average yield and up to 100 percent of the reference price. The pilot program permits optional units by type, *i.e.* by early and late varieties. Insured causes of loss for Florida avocados include adverse weather conditions; earthquake; fire, wildlife, insects and plant diseases unless the damage is due to insufficient or improper application of control measures; volcanic eruption; and failure of irrigation water supply if due to an insured cause. Indemnities are payable when the total yield from the harvested and appraised production is less than the production guarantee.

In the 2007 crop year, 97 producers with approximately 2,239 acres were insured under the Florida Avocado pilot crop insurance program. FCIC contracted with an independent firm to conduct an evaluation of the Florida Avocado pilot crop insurance program. The evaluation found the Florida Avocado pilot crop insurance program to be a valuable risk management tool

for avocado producers. The evaluation identified the following: (1) An APH program is appropriate for this crop and meets avocado producers' risk management needs; (2) there is no evidence of waste, fraud, abuse, or program vulnerabilities; and (3) optional units based on early versus late varieties are a positive feature of the program and assist producers in managing their risk exposure. The evaluation recommended converting the Florida Avocado pilot crop insurance program to a permanent program. FCIC's Board of Directors approved the conversion of the pilot program to that of a permanent crop insurance program.

FCIC has revised certain provisions to be consistent with other Crop Provisions. FCIC also proposes to revise the following:

a. Section 1—FCIC proposes to remove the definition of "APH" because it is defined in the Basic Provisions.

FCIC also proposes to remove the definition of "buckhorning" and replace it with the definition of "buckhorn." The proposed definition will be consistent with the definition of "buckhorn" in the Florida Fruit Tree Pilot Crop Provisions, which provides insurance for avocado trees.

FCIC also proposes to add a definition of "type" because the term is used throughout the Crop Provisions and generally is considered as either late or early varieties of avocados.

b. Section 3—FCIC proposes to revise paragraph (a) to clarify if the Catastrophic Risk Protection (CAT) level of coverage is elected, then the CAT level of coverage will apply to all insured types of avocados in the county.

FCIC also proposes to revise paragraph (d). The current provision states if the producer fails to notify the approved insurance provider (AIP) of any circumstance set out in section 3(c), the producer's production guarantee will be reduced at any time the AIP becomes aware of the circumstance. The proposed provision states if the producer fails to notify the AIP of any circumstance set out in section 3(c), the producer's production guarantee will be reduced in accordance with the Special Provisions at any time the AIP becomes aware of the circumstance. Including the phrase "in accordance with the Special Provisions" allows the producer to be informed via the Special Provisions of the method by which the production guarantee will be reduced.

c. Section 6—FCIC proposes to revise paragraph (b). Currently, avocados are only insurable if produced on trees that have reached at least the fifth growing season after setout, unless there is a

written agreement based on the acreage producing at least 50 bushels of avocados per acre in a previous year. FCIC proposes to revise the provision to insure avocados produced on trees that have reached at least the fourth growing season after setout and produced the minimum amount specified in the Special Provisions in at least one of the previous three crop years. Shortening the period following setout allows producers with good yields the ability to insure their crop sooner. Further, providing the minimum amount of production the tree must produce in order to be eligible for insurance on the Special Provisions allows the flexibility to specify different minimum production requirements for early and late varieties. Requiring the minimum production to be met in one of the previous three crop years allows only groves that are productive to be eligible for insurance.

d. Section 8—FCIC proposes to revise paragraph (a)(1) to make the provisions easier to read.

FCIC also proposes to redesignate paragraph (a)(2) as paragraph (a)(3) and add a new paragraph (a)(2). Paragraph (a)(1) states when coverage attaches for the year of application, but there is no provision specifying when coverage attaches for the crop years following the year of application. Paragraph (a)(2) is added to clarify this.

FCIC also proposes to revise newly redesignated paragraph (a)(3). The current provisions have fixed dates for the end of the insurance period for early and late avocados. FCIC proposes to allow the ability to provide different dates in the Special Provisions if agronomically appropriate.

e. Section 11—FCIC proposes to add a settlement of claim example.

FCIC intends to convert the Florida Avocado pilot crop insurance program to a permanent crop insurance program beginning with the 2011 crop year. To effectuate this, FCIC proposes to amend the Common Crop Insurance regulations (7 CFR part 457) by adding a new section § 457.173, Florida Avocado Crop Insurance Provisions. These provisions will replace and supersede the current unpublished provisions that provide insurance coverage for Florida avocados under a pilot program status.

List of Subjects in 7 CFR Part 457

Crop insurance, Florida Avocado, Reporting and recordkeeping requirements.

Proposed Rule

Accordingly, as set forth in the preamble, the Federal Crop Insurance Corporation proposes to amend 7 CFR

part 457, Common Crop Insurance Regulations, for the 2011 and succeeding crop years as follows:

PART 457—COMMON CROP INSURANCE REGULATIONS

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

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

2. Section 457.173 is added to read as follows:

§ 457.173 Florida Avocado crop insurance provisions.

The Florida Avocado Crop Insurance Provisions for the 2011 and succeeding crop years are as follows:

FCIC policies:

UNITED STATES DEPARTMENT OF AGRICULTURE

Federal Crop Insurance Corporation

Reinsured policies:

(Appropriate title for insurance provider.)

Both FCIC and reinsured policies: Florida Avocado Crop Insurance Provisions.

1. Definitions

Bushel. A unit of measure equal to 55 pounds of avocados, unless otherwise specified in the Special Provisions.

Buckhorn. To prune any limb at a diameter of at least four inches.

Crop year. A period beginning with the date insurance attaches to the avocado crop and extending through the normal harvest time. The crop year is designated by the calendar year after insurance attaches.

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 fields for the purpose of picking all or a portion of the crop.

Harvest. Picking of the avocados from the trees or ground by hand or machine.

Pound. A unit of weight equal to sixteen ounces avoirdupois.

Set out. Transplanting a tree into the grove.

Type. Avocados that are either early varieties or late varieties.

2. Unit Division

Provisions in section 34 of the Basic Provisions that allow optional units by section, section equivalent, or FSA farm serial number and by irrigated and non-irrigated practices are not applicable. Optional units may be established by type when provided for in the Special Provisions.

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

In addition to the requirements of section 3 of the Basic Provisions:

(a) You may select only one coverage level for all the avocados in the county insured under this policy unless the Special Provisions provide that you may select one coverage level for each avocado type designated in the Special Provisions. However, if you elect the catastrophic risk protection (CAT) level of coverage, the CAT level of coverage will be applicable to all insured types of avocados in the county.

(b) You may select only one price election for all the avocados 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 avocado 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 choose 100 percent of the maximum price election for all other types.

(c) You must report, by the production reporting date designated in section 3 of the Basic Provisions, by type if applicable:

(1) Any damage, removal of trees, trees that have been buckhorned, change in grove practices, or any other circumstance that may reduce the expected yield per acre to less than the yield upon which the production guarantee per acre is based, and the number of affected acres;

(2) The number of trees on insurable and uninsurable acreage;

(3) The age of the trees;

(4) Any acreage that is excluded under section 6 of these Crop Provisions; and

(5) For acreage interplanted with another crop:

(i) The age of the interplanted crop, and type if applicable;

(ii) The planting pattern; and

(iii) Any other information that we request in order to establish your production guarantee per acre.

(d) We will reduce the yield used to establish your production guarantee as necessary, based on the effect of interplanting a perennial crop; removal of trees; trees that have been buckhorned; damage; or a change in practices on the yield potential of the insured crop. If you fail to notify us of any circumstance as set out in paragraph (c) of this section, we will

reduce your production guarantee in accordance with the Special Provisions at any time we become aware of the circumstance.

4. Contract Changes

In accordance with section 4 of the Basic Provisions, the contract change date is August 31 preceding the cancellation date.

5. Cancellation and Termination Dates

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are the first November 30th after insurance attaches.

6. Insured Crop

(a) In accordance with section 8 of the Basic Provisions, the crop insured will be all the commercially-grown avocado types in the county listed in the Special Provisions for which a premium rate is provided by the actuarial table:

(1) In which you have a share;

(2) That are grown for harvest as avocados; and

(3) That are grown on trees that, if inspected, are considered acceptable to us.

(b) In addition to the avocados not insurable in section 8 of the Basic Provisions, we do not insure any avocados produced on trees that have not reached the fourth growing season after setout and have not produced the minimum production per acre as specified in the Special Provisions in at least one of the previous three crop years.

7. Insurable Acreage

In lieu of the provisions in section 9 of the Basic Provisions that prohibits insurance attaching to a crop planted with another crop, avocados interplanted with another perennial crop are insurable unless we inspect the acreage and determine it does not meet the requirements of insurability contained in these Crop Provisions.

8. Insurance Period

(a) In accordance with the provisions of section 11 of the Basic Provisions:

(1) For the year of application, if you apply for coverage:

(i) On or before November 21st, coverage begins for the crop year on December 1 of the calendar year (You must provide any information we require so we may determine the condition of the grove to be insured.); or

(ii) After November 21 but prior to December 1, insurance will attach on the 10th day after your properly completed application, acreage and production reports are received in our local office, unless we inspect the

acreage during the 10 day period and determine that it does not meet the requirements for insurability contained in your policy (You must provide any information we require so we may determine the condition of the grove to be insured.).

(2) For continuous policies, coverage begins for the crop year on December 1 of the calendar year. Policy cancellation that results solely from transferring an existing policy to a different insurance provider for a subsequent crop year will not be considered a break in continuous coverage.

(3) The calendar date for the end of the insurance period, unless otherwise specified in the Special Provisions, is:

(i) The first November 30th after insurance attaches for early varieties of avocados.

(ii) The second March 31st after insurance attaches for late varieties of avocados.

(b) In addition to the provisions of section 11 of the Basic Provisions:

(1) If you acquire an insurable share in any insurable acreage of avocados after coverage begins, but on or before the acreage reporting date of any crop year, and if after inspection we consider the acreage acceptable, then insurance will be considered to have attached to such acreage on the calendar date for the beginning of the insurance period.

(2) If you relinquish your insurable share on any acreage of avocados on or before the acreage reporting date of any crop year, insurance will not be considered to have attached to, no premium will be due and no indemnity paid for, such acreage for that crop year unless:

(i) A transfer of coverage and right to an indemnity or a similar form approved by us is completed by all affected parties;

(ii) We are notified by you or the transferee in writing of such transfer on or before the acreage reporting date; and

(iii) The transferee is eligible for crop insurance.

9. Causes of Loss

(a) In accordance with the provisions of section 12 of the Basic Provisions, insurance is provided only against the following causes of loss that occur within the insurance period:

(1) Adverse weather conditions;

(2) Fire, unless weeds and other forms of undergrowth have not been controlled or pruning debris has not been removed from the grove;

(3) Wildlife, unless control measures have not been taken;

(4) Earthquake;

(5) Volcanic eruption;

(6) Failure of the irrigation water supply caused by an insured peril

specified in section 9(a)(1) through (5) that occurs during the insurance period.

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

(8) Plant disease, but not due to insufficient or improper application of disease control measures.

(b) In addition to the causes of loss excluded in section 12 of the Basic Provisions, we will not insure against damage or loss of production due to:

(1) Theft; or

(2) Inability to market the avocados for any reason other than actual physical damage from an insurable cause specified in this section. For example, we will not pay you an indemnity if you are unable to market due to quarantine, boycott, or refusal of any person to accept production, etc.

10. Duties in the Event of Damage or Loss

In addition to the requirements of section 14 of the Basic Provisions, the following will apply:

(a) You must notify us at least 15 days before any production from any unit will be direct marketed.

(1) We will conduct a preharvest appraisal that will be used to determine your production. If damage occurs after the preharvest appraisal, and you can provide acceptable records to us that account for all production removed from the unit after our appraisal, we will conduct an additional appraisal that will be used to determine your production.

(2) Failure to give timely notice that production will be direct marketed will result in an appraised production to count of not less than the production guarantee per acre if such failure results in an inability to make an accurate appraisal.

(b) If you intend to claim an indemnity on any unit, you must notify us 15 days prior to the beginning of harvest or immediately if damage is discovered during harvest so that we may inspect the damaged production.

(1) You must not destroy the damaged crop until after we have given you written consent to do so.

(2) If you fail to meet the requirements of this subsection, and such failure results in our inability to inspect the damaged production, we may consider all such production to be undamaged and include it as production to count.

11. 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 unit, we will combine all optional units for which

acceptable production records were not provided; or

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

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

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

(2) Multiplying each result in section 11(b)(1) by the respective price election for each type if applicable;

(3) Totaling the results in section 11(b)(2);

(4) Multiplying the total production to be counted by type, if applicable (see subsection 11(c)), by the respective price election;

(5) Totaling the results in section 11(b)(4);

(6) Subtracting the results in section 11(b)(5) from the results in section 11(b)(3); and

(7) Multiplying the result in section 11(b)(6) by your share.

For example:

You have a 100 percent share in 50 acres of early variety A in the unit, with a guarantee of 140 bushels per acre and a price election of \$16.00 per bushel. You are only able to harvest 6,000 bushels due to an insured cause of loss. Your indemnity would be calculated as follows:

(1) 50 acres × 140 bushels = 7,000 bushel guarantee;

(2) 7,000 bushels × \$16.00 price election = \$112,000.00 value of guarantee;

(4) 6,000 bushels × \$16.00 price election = \$96,000.00 value of production to count;

(6) \$112,000.00 – \$96,000.00 = \$16,000 loss; and

(7) \$16,000 × 100 percent = \$16,000 indemnity.

(c) The total production 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 if you fail to meet the requirements contained in section 10 of these Crop Provisions;

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

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

(ii) Production lost due to uninsured causes;

(iii) Unharvested production;

(iv) Potential production on insured acreage that you intend to abandon or

no longer care for, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end. If you do not agree with our appraisal, we may defer the claim only if you agree to continue to care for the crop. We will then make another appraisal when you notify us of further damage or that harvest is general in the area unless you harvested the crop, in which case we will use the harvested production. If you do not continue to adequately care for the crop, our appraisal made prior to deferring the claim will be used to determine the production to count; and

(2) All harvested production from the insurable acreage.

12. Late and Prevented Planting

The late and prevented planting provisions of the Basic Provisions are not applicable.

Signed in Washington, DC, on May 12, 2009.

William J. Murphy,

Acting Manager, Federal Crop Insurance Corporation.

[FR Doc. E9-11693 Filed 5-19-09; 8:45 am]

BILLING CODE 3410-08-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Part 39

[Docket No. FAA-2009-0452; Directorate Identifier 2007-NM-326-AD]

RIN 2120-AA64

Airworthiness Directives; Boeing Model 737-100, -200, -200C, -300, -400, and -500 Series Airplanes

AGENCY: Federal Aviation Administration (FAA), Department of Transportation (DOT).

ACTION: Notice of proposed rulemaking (NPRM).

SUMMARY: The FAA proposes to supersede an existing airworthiness directive (AD) that applies to all Boeing Model 737-100, -200, -200C, -300, -400, and -500 series airplanes. The existing AD currently requires a one-time inspection for scribe lines and cracks in the fuselage skin at certain lap joints, butt joints, external repair doublers, and other areas; and related investigative/corrective actions if necessary. This proposed AD would expand the area to be inspected and, for certain airplanes, require earlier inspections for certain inspection zones. This proposed AD results from additional detailed analysis of fuselage

skin cracks adjacent to the skin lap joints on airplanes that had scribe lines; the analysis resulted in different inspection zones, thresholds and repetitive intervals, and airplane groupings. We are proposing this AD to prevent rapid decompression of the airplane due to fatigue cracks resulting from scribe lines on pressurized fuselage structure.

DATE: We must receive comments on this proposed AD by July 6, 2009.

ADDRESSES: You may send comments by any of the following methods:

- *Federal eRulemaking Portal:* Go to <http://www.regulations.gov>. Follow the instructions for submitting comments.
- *Fax:* 202-493-2251.
- *Mail:* U.S. Department of

Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue, SE., Washington, DC 20590.

- *Hand Delivery:* U.S. Department of Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue, SE., Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

For service information identified in this AD, contact Boeing Commercial Airplanes, Attention: Data & Services Management, P.O. Box 3707, MC 2H-65, Seattle, Washington 98124-2207; telephone 206-544-5000, extension 1; fax 206-766-5680; e-mail me.boecom@boeing.com; Internet <https://www.myboeingfleet.com>. You may review copies of the referenced service information at the FAA, Transport Airplane Directorate, 1601 Lind Avenue, SW., Renton, Washington. For information on the availability of this material at the FAA, call 425-227-1221 or 425-227-1152.

Examining the AD Docket

You may examine the AD docket on the Internet at <http://www.regulations.gov>; or in person at the Docket Management Facility between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays. The AD docket contains this proposed AD, the regulatory evaluation, any comments received, and other information. The street address for the Docket Office (telephone 800-647-5527) is in the **ADDRESSES** section. Comments will be available in the AD docket shortly after receipt.

FOR FURTHER INFORMATION CONTACT: Wayne Lockett, Aerospace Engineer, Airframe Branch, ANM-120S, FAA, Seattle Aircraft Certification Office (ACO), 1601 Lind Avenue, SW., Renton, Washington 98057-3356; telephone (425) 917-6447; fax (425) 917-6590.

SUPPLEMENTARY INFORMATION:

Comments Invited

We invite you to send any written relevant data, views, or arguments about this proposed AD. Send your comments to an address listed under the **ADDRESSES** section. Include "Docket No. FAA-2009-0452; Directorate Identifier 2007-NM-326-AD" at the beginning of your comments. We specifically invite comments on the overall regulatory, economic, environmental, and energy aspects of this proposed AD. We will consider all comments received by the closing date and may amend this proposed AD because of those comments.

We will post all comments we receive, without change, to <http://www.regulations.gov>, including any personal information you provide. We will also post a report summarizing each substantive verbal contact we receive about this proposed AD.

Discussion

On March 20, 2006, we issued AD 2006-07-12, amendment 39-14539 (71 FR 16211, March 31, 2006), for all Boeing Model 737-100, -200, -200C, -300, -400, and -500 series airplanes. That AD requires a one-time inspection for scribe lines and cracks in the fuselage skin at certain lap joints, butt joints, external repair doublers, and other areas; and related investigative/corrective actions if necessary. That AD resulted from reports of fuselage skin cracks adjacent to the skin lap joints on airplanes that had scribe lines. Scribe line damage can also occur at many other locations, including butt joints, external doublers, door scuff plates, the wing-to-body fairing, and areas of the fuselage where decals have been applied or removed. We issued that AD to prevent rapid decompression of the airplane due to fatigue cracks resulting from scribe lines on pressurized fuselage structure.

Related ADs

This proposed AD is similar to AD 2007-19-07, amendment 39-15198 (72 FR 60244, October 24, 2007), which applies to all Boeing Model 757-200, -200PF, and -200CB series airplanes. That AD requires inspections to detect scribe lines in the fuselage skin at certain lap joints, butt joints, external repair doublers, and other areas; and related investigative/corrective actions if necessary. Those actions resulted from reports of fuselage skin cracks adjacent to the skin lap joints on airplanes that had scribe lines.