

Rules and Regulations

Federal Register

Vol. 62, No. 80

Friday, April 25, 1997

This section of the FEDERAL REGISTER contains regulatory documents having general applicability and legal effect, most of which are keyed to and codified in the Code of Federal Regulations, which is published under 50 titles pursuant to 44 U.S.C. 1510.

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DEPARTMENT OF AGRICULTURE

Federal Crop Insurance Corporation

7 CFR Parts 446 and 457

Walnut Crop Insurance Regulations; and Common Crop Insurance Regulations, Walnut Crop Insurance Provisions

AGENCY: Federal Crop Insurance Corporation, USDA.

ACTION: Final rule.

SUMMARY: The Federal Crop Insurance Corporation (FCIC) finalizes specific crop provisions for the insurance of walnuts. 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 walnut crop insurance regulations with the Common Crop Insurance Policy for ease of use and consistency of terms, and to restrict the effect of the current walnut crop insurance regulations to the 1997 and prior crop years.

EFFECTIVE DATE: June 24, 1997.

FOR FURTHER INFORMATION CONTACT: Arden Routh, Insurance Management Specialist, Product Development Division, Federal Crop Insurance Corporation, United States Department of Agriculture, 9435 Holmes Road, Kansas City, MO 64131, 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

Following publication of the proposed rule, the public was afforded 60 days to submit written comments on information collection requirements previously approved by OMB under OMB control number 0563-0003 through September 30, 1998. No public comments were received.

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 an 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 previous years production if adequate records are available to support the certification. The producer must maintain the production records to support the certified 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 3015, subpart V, published at 48 FR 29115, June 24, 1983.

Executive Order No. 12988

This rule has been reviewed in accordance with Executive Order No. 12988. The provisions of this rule will not have a 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

On Friday, August 9, 1996, FCIC published a proposed rule in the **Federal Register** at 61 FR 41527-41531 to add to the Common Crop Insurance Regulations (7 CFR part 457) a new section, 7 CFR 457.122, Walnut 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 Walnuts found at 7 CFR part 446 (Walnut Crop Insurance Regulations). FCIC also amends 7 CFR part 446 to limit its effect to the 1997 and prior crop years. FCIC will later publish a regulation to remove and reserve part 446.

Following publication of the proposed rule, the public was afforded 60 days to submit written comments. A total of 10 comments were received from the crop insurance industry (industry) and FCIC. The comments received, and FCIC's responses, are as follows:

Comment: The industry recommended adding the words "and quality" after the word "quantity" in the definition of "irrigated practice."

Response: FCIC agrees that water quality is an important issue. However, there are no standards that have been developed to measure water quality for insurance purposes. Therefore, no change has been made.

Comment: The industry questioned why all optional units must be identified on the acreage report for each crop year, and if so, is this by crop or also by practice, type, and variety.

Response: FCIC has clarified this provision to indicate that only those optional units selected for the specific crop year need be identified on the acreage report.

Comment: The industry is concerned with section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities), and recommends that the language be changed to "* * * select only one price percentage * * *". It would not then be necessary to include complex provisions regarding varieties or varietal group with different maximum prices.

Response: Methods used to select price elections vary between insurance providers. While some require selection of a percentage of the price election, others require selection of a specific dollar amount. Therefore, no change has been made.

Comment: The industry questioned whether the language contained in section 6(e) pertained to optional units, basic units, or both. If the provisions applies only to optional units, the industry recommended moving the provisions to section 2. The industry also questioned if the agreement in writing to insure less than 5 acres would be a Written Unit Agreement or a written statement accepted by the parties involved.

Response: This provision pertains to both optional and basic units. The

provision requires only that the insurance provider agree in writing to insure the acreage. It is not necessary to have a formal Written Unit Agreement. Therefore, no change has been made.

Comment: The industry recommended changing the language in section 8(a)(1) from "in your insurance provider's local office" to "in our local agent's office" to be consistent with other perennial crop policies. One comment also asked if the provisions in this section allow late filed applications.

Response: FCIC agrees with the comment and has amended the provisions to read "* * * in our local office * * *". This section was not intended to allow late filed applications. The provisions have been rewritten to indicate that the date insurance attaches is 10 days after the application is received, if it is received within the 10 day period prior to the sales closing date.

Comment: The industry believes that section 11(c)(1)(iv) should not allow the producer to defer settlement and wait for a later, generally lower, appraisal on insured acreage the producer intends to abandon or no longer care for.

Response: The later appraisal will only be necessary if the insurance provider agrees that such appraisal would result in a more accurate determination and the producer continues to care for the crop. If the producer does not care for the crop, the original appraisal is used. If the insurance provider believes the original appraisal is accurate, resolution of the dispute may be sought through arbitration or appeal procedures, whichever are applicable. Therefore, no change has been made.

Comment: The industry suggested combining the provisions contained in section 12(e) with the provisions in section 12(a).

Response: The requirement that requests for written agreements be submitted by the sales closing date is intended to be the rule and acceptance after such date will only be allowed under unusual circumstances. Therefore, no change has been made.

Comment: The industry recommended that the requirement for a written agreement to be renewed each year be removed. Terms of the agreement should be stated in the agreement to fit the particular situation for the policy, or if no substantive changes occur from one year to the next, allow the written agreement to be continuous.

Response: Written agreements are intended to change policy terms or permit insurance in unusual situations where such changes will not increase

risk. If such practices continue year to year, they should be incorporated into the policy or Special Provisions. It is important to keep non-uniform exceptions to the minimum to assure that the insured is well aware of the specific terms of the policy. Therefore, no change will be made.

In addition to the changes described above, FCIC has made the following changes to the Walnut Provisions:

1. Section 2(b)—Deleted this provision because it was in conflict with section 2(a) and redesignated the following provisions.

2. Section 2(c)—Clarified provisions regarding premium refunds when optional units are combined into a basic unit.

3. Section 2(e)(1)—Clarified that production reports must be certified by the production reporting date as one of the requirements for optional units.

4. Section 6(d)—Added a specific percentage of the trees that must have reached the ninth growing season before the crop is insurable unless the insured obtains a written agreement.

5. Section 8(b)(1)—Added a provision to clarify that acreage acquired after the acreage reporting date is not insurable.

6. Section 8(b)(2)(iii)—Added a provision to clarify that a person to whom coverage is transferred must be eligible for insurance.

7. Section 9—Clarified provisions to indicate that adverse weather that prevents the proper application of control measures, causes properly applied control measures to be ineffective, or causes a circumstance that promotes disease or insect infestation for which no effective control mechanism is available for disease and insect damage is an insured cause of loss to be consistent with other crops. Also, clarified that failure of the irrigation water supply is a covered loss only if caused by a peril for which insurance is provided.

8. Section 11(b)—Clarified the calculations used to settle a claim.

List of Subjects in 7 CFR Parts 446 and 457

Crop insurance, Reporting and recordkeeping requirements, Walnut crop, Walnut insurance regulations.

Final Rule

Accordingly, for the reasons set forth in the preamble, the Federal Crop Insurance Corporation hereby amends 7 CFR parts 446 and 457 as follows:

PART 446—WALNUT CROP INSURANCE REGULATIONS

1. The authority citation for 7 CFR part 446 continues to read as follows:

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

2. The subpart heading preceding § 446.1 is revised to read as follows:

Subpart—Regulations for the 1986 Through the 1997 Crop Years

3. Section 446.7 is amended by revising the introductory text of paragraph (d) to read as follows:

§ 446.7 The application and policy.

* * * * *

(d) The application for the 1986 and succeeding crop years is found at subpart D of part 400—General Administrative Regulations and may be amended from time to time for subsequent crop years. The provisions of the Walnut Insurance Policy for the 1986 through 1997 crop years are as follows:

* * * * *

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

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

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

5. Section 457.122 is added to read as follows:

§ 457.122 Walnut Crop Insurance Provisions.

The Walnut 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:

Walnut 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

Days—Calendar days.

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 walnuts from the orchard.

Interplanted—Acreage on which two or more crops are planted in any form of alternating or mixed pattern.

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.

Net delivered weight—Delivered weight (pounds) of dry, hulled, in-shell walnuts, excluding foreign material.

Non-contiguous land—Any two or more tracts of land whose boundaries do not touch at any point, except that land separated only by a public or private right-of-way, waterway, or an irrigation canal will be considered as contiguous.

Pound—A unit of weight equal to 16 ounces avoirdupois.

Production guarantee (per acre)—The number of pounds (whole in-shell walnuts), determined by multiplying the approved APH yield per acre by the coverage level percentage you elect.

Written agreement—A written document that alters designated terms of this policy in accordance with section 12.

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) 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.

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

(d) The following requirements must be met for each optional unit and may not be waived by written agreement:

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

(2) 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 loss adjustment is completed by us; and

(3) Each optional unit must be located on non-contiguous land.

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

In addition to the requirements of section 3 (Insurance Guarantees, Coverage Levels,

and Prices for Determining Indemnities) of the Basic Provisions (§ 457.8):

(a) You may select only one price election for all the walnuts in the county insured under this policy unless the Special Provisions provide different price elections by variety or varietal group, in which case you may select one price election for each walnut variety or varietal group designated in the Special Provisions. The price elections you choose for each variety or varietal group must have the same percentage relationship to the maximum price offered by us for each variety or varietal group. For example, if you choose 100 percent of the maximum price election for a specific variety or varietal group, you must also choose 100 percent of the maximum price election for all other varieties or varietal groups.

(b) You must report, by the production reporting date designated in section 3 (Insurance Guarantees, Coverage Levels, and Prices for Determining Indemnities) of the Basic Provisions (§ 457.8), by variety or varietal group if applicable:

(1) Any damage, removal of trees, change in practices, or any other circumstance that may reduce the expected yield below the yield upon which the insurance guarantee is based, and the number of affected acres;

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

(3) The age of the trees and the planting pattern;

(4) For the first year of insurance for acreage interplanted with another perennial crop, and anytime the planting pattern of such acreage is changed, the age of the crop that is interplanted with the walnuts, and type if applicable, and the planting pattern; and

(5) Any other information that we request in order to establish your approved yield.

We will reduce the yield used to establish your production guarantee as necessary, based on our estimate of the effect of the following: interplanted perennial crop; removal of trees; damage; change in practices and any other circumstance on the yield potential of the insured crop. If you fail to notify us of any circumstance that may reduce your yields from previous levels, we will reduce your production guarantee as necessary at any time we become aware of the circumstances.

4. Contract Changes

In accordance with section 4 (Contract Changes) of the Basic Provisions (§ 457.8), the contract change date is October 31 preceding the cancellation date.

5. Cancellation and Termination Dates

In accordance with section 2 (Life of Policy, Cancellation, and Termination) of the Basic Provisions (§ 457.8), the cancellation and termination dates are January 31.

6. Insured Crop

In accordance with section 8 (Insured Crop) of the Basic Provisions (§ 457.8), the crop insured will be all the commercially grown English Walnuts (excluding black walnuts) in the county for which a premium rate is provided by the Actuarial Table:

(a) In which you have a share;

(b) That are grown on tree varieties that:

- (1) Were commercially available when the trees were set out;
- (2) Are adapted to the area; and
- (3) Are grown on a root stock that is adapted to the area;
- (c) That are grown in an orchard that, if inspected, are considered acceptable by us;
- (d) On acreage where at least 90 percent of the trees have reached at least the ninth growing season after being set out, unless we agree in writing to insure trees not meeting this requirement; and
- (e) That are in a unit that consists of at least five acres, unless we agree in writing to insure a smaller unit.

7. Insurable Acreage

In lieu of the provisions in section 9 (Insurable Acreage) of the Basic Provisions (§ 457.8), that prohibit insurance attaching to a crop planted with another crop, walnuts interplanted with another perennial crop are insurable unless we inspect the acreage and determine that it does not meet the requirements contained in your policy.

8. Insurance Period

(a) In accordance with the provisions of section 11 (Insurance Period) of the Basic Provisions (§ 457.8):

(1) Coverage begins on February 1 of each crop year, except that for the year of application, if your application is received after January 22, but prior to February 1, insurance will attach on the 10th day after your properly completed application is received in our local office, unless we inspect the acreage during the 10 day period and determine that it does not meet insurability requirements. You must provide any information that we require for the crop or to determine the condition of the orchard.

(2) The calendar date for the end of the insurance period for each crop year is November 15.

(b) In addition to the provisions of section 11 (Insurance Period) of the Basic Provisions (§ 457.8):

(1) If you acquire an insurable share in any insurable acreage after coverage begins but on or before the acreage reporting date for the crop year, and after an inspection we consider the acreage acceptable, insurance will be considered to have attached to such acreage on the calendar date for the beginning of the insurance period. Acreage acquired after the acreage reporting date will not be insured.

(2) If you relinquish your insurable share on any insurable acreage of walnuts on or before the acreage reporting date for the crop year, insurance will not be considered to have attached to, and no premium or indemnity will be due 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 (Causes of Loss) of the Basic

Provisions (§ 457.8), insurance is provided only against the following causes of loss that occur during the insurance period:

- (1) Adverse weather conditions;
- (2) Fire, unless weeds and undergrowth have not been controlled or pruning debris has not been removed from the orchard;
- (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 irrigation water supply, if caused by an insured peril that occurs during the insurance period.

(b) In addition to the causes of loss excluded in section 12 (Causes of Loss) of the Basic Provisions (§ 457.8), we will not insure against any damage or loss of production due to the inability to market the walnuts for any reason other than actual physical damage to the walnuts 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.

10. Duties in the Event of Damage or Loss

In addition to the requirements of section 14 (Duties in the Event of Damage or Loss) of the Basic Provisions (§ 457.8), if you intend to claim an indemnity on any unit, you must notify us prior to the beginning of harvest so that we may inspect the damaged production. You must not sell or dispose of the damaged crop until after we have given you written consent to do so. If you fail to meet the requirements of this section, all such production will be considered undamaged and included 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 separate acceptable production records:

(1) For any optional units, we will combine all optional units for which such 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 the respective production guarantee;

(2) Multiplying each result in section 11(b)(1) by the respective price election for each variety or varietal group;

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

(4) Multiplying the total production to be counted of each variety or varietal group, if applicable, (see section 11(c)) by the respective price election;

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

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

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

(c) The total production to count (whole in-shell pounds) from all insurable acreage on the unit will include:

(1) All appraised production as follows:

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

- (A) That is abandoned;
- (B) That is damaged solely by uninsured causes; or

(C) For which you fail to provide acceptable production records;

(ii) Production lost due to uninsured causes;

(iii) Unharvested production; and

(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 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.

(d) Mature walnut production damaged due to an insurable cause of loss which occurs within the insurance period may be adjusted for quality based on an inspection by the Dried Fruit Association or as determined by us. Walnut production that has mold damage greater than 8 percent, based on the net delivered weight, will be reduced by the factor contained in the Special Provisions. Walnut production that has mold damage greater than 30 percent, based on the net delivered weight, will not be considered as production to count unless such production is sold. If such production is sold, the total amount received for the production will be divided by the maximum available price election to establish the amount of production to count.

12. 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 12(e);

(b) The application for a written agreement must contain all variable terms of the contract between you and us that will be in effect if the written agreement is not approved;

(c) If approved, 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 a 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, D.C., on April 17, 1997.

Kenneth D. Ackerman,

Manager, Federal Crop Insurance Corporation.

[FR Doc. 97-10676 Filed 4-24-97; 8:45 am]

BILLING CODE 3410-FA-P

DEPARTMENT OF AGRICULTURE

Food Safety and Inspection Service

9 CFR Parts 304, 308, 310, 327, 381, 416, and 417

[Docket 97-029N]

Equivalency Determinations for Sanitation Standard Operating Procedures (SSOPs) and Escherichia coli (E. coli) Testing for Countries Exporting to the United States

AGENCY: Food Safety and Inspection Service, USDA

ACTION: Notice of meeting.

SUMMARY: The Food Safety and Inspection Service (FSIS) will hold a meeting to discuss its approach to equivalency determinations with regard to written Sanitation Standard Operating Procedures (SSOPs) and Escherichia coli (E. coli) testing with representatives of countries eligible to export meat and poultry products to the United States, constituent groups, and other interested parties. The SSOPs and E. coli testing requirements became effective on January 27, 1997, pursuant to FSIS' final rule, "Pathogen Reduction; Hazard Analysis and Critical Control Point (HACCP) Systems," which was published on July 25, 1996.

DATES: The meeting will be held from 8:00 a.m. to 12:00 noon on May 13, 1997. Participants will be registered and materials will be distributed before the meeting convenes.

ADDRESSES: The meeting will be held in Galleries 2 and 3 of the Arlington Hilton Hotel, 950 North Stafford Street, Arlington, VA 22203.

FOR FURTHER INFORMATION CONTACT: For general information about the conference, call (703) 812-6299 for international calls, and (202) 501-7315 for domestic calls, or FAX (202) 501-7642. For technical information about the meeting, contact Ms. Sally Stratmoen at (202) 720-3781. If you require a sign language interpreter or other special accommodations, contact Ms. Mary Harris at (202) 501-7315 by May 6.

SUPPLEMENTARY INFORMATION: The Federal Meat Inspection Act and the

Poultry Products Inspection Act require that foreign countries wishing to export meat and poultry products to the United States have inspection system controls "equivalent to" those of the United States. The purpose of this meeting is to describe for and discuss with all interested persons the policy FSIS will follow in examining foreign inspection systems and making the required "equivalency" determination in light of the SSOPs and E. coli testing requirements that became effective on January 27, 1997, pursuant to the HACCP rule (61 FR 38806).

Done at Washington, DC, on April 18, 1997.

Thomas J. Billy,

Administrator.

[FR Doc. 97-10680 Filed 4-24-97; 8:45 am]

BILLING CODE 3410-DM-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Part 39

[Docket No. 96-NM-180-AD; Amendment 39-10001; AD 97-09-05]

RIN 2120-AA64

Airworthiness Directives; Raytheon Model BAe 125-1000A and Model Hawker 1000 Series Airplanes

AGENCY: Federal Aviation Administration, DOT.

ACTION: Final rule.

SUMMARY: This amendment adopts a new airworthiness directive (AD), applicable to all Raytheon Model BAe 125-1000A and Model Hawker 1000 series airplanes, that requires various modifications to increase the size of certain existing pressure venting areas and to add additional venting areas. This amendment is prompted by results of a design review of the requirements for certification of the cabin pressurization system. The actions specified by this AD are intended to prevent inadequate venting of cabin pressure in the event of rapid decompression, which could cause failure or deformation of certain structural members, and consequent reduced controllability of the airplane.

DATES: Effective May 30, 1997.

The incorporation by reference of certain publications listed in the regulations is approved by the Director of the Federal Register as of May 30, 1997.

ADDRESSES: The service information referenced in this AD may be obtained

from Raytheon Aircraft Company, Manager Service Engineering, Hawker Customer Support Department, P.O. Box 85, Wichita, Kansas 67201-0085. This information may be examined at the Federal Aviation Administration (FAA), Transport Airplane Directorate, Rules Docket, 1601 Lind Avenue, SW., Renton, Washington; or at the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC.

FOR FURTHER INFORMATION CONTACT:

William Schroeder, Aerospace Engineer, Standardization Branch, ANM-113, FAA, Transport Airplane Directorate, 1601 Lind Avenue, SW., Renton, Washington 98055-4056; telephone (206) 227-2148; fax (206) 227-1149.

SUPPLEMENTARY INFORMATION: A proposal to amend part 39 of the Federal Aviation Regulations (14 CFR part 39) to include an airworthiness directive (AD) that is applicable to all Raytheon Model BAe 125-1000A and Model Hawker 1000 series airplanes was published in the **Federal Register** on February 12, 1997 (62 FR 6504). That action proposed to require:

1. Installing a pressure relief flap in the rear luggage compartment of the bulkhead at frame 19;
2. Enlarging two lightening holes and adding one new lightening hole in the rail web of the right seat between frames 10B and 10D, and removing fiberglass fill from the right support structure between frame 8 and frame 10B; and
3. Installing two new vent holes in the underfloor diaphragm of frame 10D (right hand).

Interested persons have been afforded an opportunity to participate in the making of this amendment. No comments were submitted in response to the proposal or the FAA's determination of the cost to the public.

Conclusion

The FAA has determined that air safety and the public interest require the adoption of the rule as proposed.

Cost Impact

The FAA estimates that 31 Model BAe 125-1000A and Model Hawker 1000 series airplanes of U.S. registry will be affected by this AD, that it will take approximately 44 work hours per airplane to accomplish the required actions, and that the average labor rate is \$60 per work hour. Based on these figures, the cost impact of the AD on U.S. operators is estimated to be \$81,840, or \$2,640 per airplane.

The cost impact figure discussed above is based on assumptions that no operator has yet accomplished any of the requirements of this AD action, and