

29. Talisman Energy USA Inc., Pad ID: 02 011 DCNR 587, ABR-201106029, Ward Township, Tioga County, Pa.; Consumptive Use of up to 6.000 mgd; Approval Date: June 30, 2011.

30. EXCO Resources (PA), LLC, Pad ID: Poor Shot East Drilling Pad #2, ABR-20100681.1, Anthony Township, Lycoming County, Pa.; Consumptive Use of up to 8.000 mgd; Approval Date: June 30, 2011.

Rescinded Approvals By Rule Issued Under 18 CFR 806.22(f):

1. Hydro Recovery, LP, Blossburg Municipal Authority, ABR-201010061, Blossburg Borough, Tioga County, Pa.; Consumptive Use of up to 0.100 mgd; Approval Date: October 21, 2010, Rescinded Date: June 30, 2011.

Authority: Pub. L. 91-575, 84 Stat. 1509 *et seq.*, 18 CFR parts 806, 807, and 808.

Dated: August 5, 2011.

Stephanie L. Richardson,
Secretary to the Commission.

[FR Doc. 2011-20609 Filed 8-12-11; 8:45 am]

BILLING CODE 7040-01-P

DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

Buy America Waiver Notification

AGENCY: Federal Highway Administration (FHWA), DOT.

ACTION: Notice.

SUMMARY: This notice provides information regarding the FHWA's finding that a Buy America waiver is appropriate for the use of non-domestic (1) Galvanized ground bushing (3/4"-4") for electrical systems; (2) Form 5/Form 7 conduit body assembly (1.5", 2"); and (3) sealing locknuts (1.5", 2"), for Federal-aid project #X-STP-5900 (212), South Auditorium lighting, phase 1, in Portland, Oregon.

DATES: The effective date of the waiver is August 16, 2011.

FOR FURTHER INFORMATION CONTACT: For questions about this notice, please contact Mr. Gerald Yakowenko, FHWA Office of Program Administration, (202) 366-1562, or via e-mail at gerald.yakowenko@dot.gov. For legal questions, please contact Mr. Michael Harkins, FHWA Office of the Chief Counsel, (202) 366-4928, or via e-mail at michael.harkins@dot.gov. Office hours for the FHWA are from 7:45 a.m. to 4:15 p.m., e.t., Monday through Friday, except Federal holidays.

SUPPLEMENTARY INFORMATION:

Electronic Access

An electronic copy of this document may be downloaded from the Federal

Register's home page at: <http://www.archives.gov> and the Government Printing Office's database at: <http://www.access.gpo.gov/nara>.

Background

The FHWA's Buy America policy in 23 CFR 635.410 requires a domestic manufacturing process for any steel or iron products (including protective coatings) that are permanently incorporated in a Federal-aid construction project. The regulation also provides for a waiver of the Buy America requirements when the application would be inconsistent with the public interest or when satisfactory quality domestic steel and iron products are not sufficiently available. This notice provides information regarding the FHWA's finding that a Buy America waiver is appropriate to use non-domestic (1) Galvanized ground bushing (3/4"-4") for electrical systems; (2) Form 5/Form 7 conduit body assembly (1.5", 2"); and (3) sealing locknuts (1.5", 2"), for Federal-aid project #X-STP-5900(212), South Auditorium lighting, phase 1, in Portland, Oregon.

In accordance with Division A, section 123 of the "Consolidated Appropriations Act, 2010" (Pub. L. 111-117), the FHWA published a notice of intent to issue a waiver on its Web site for (1) Galvanized ground bushing (3/4"-4") for electrical systems; (2) Form 5/Form 7 conduit body assembly (1.5", 2"); and (3) Sealing Locknuts (1.5", 2") for the Federal-aid project in Oregon (<http://www.fhwa.dot.gov/construction/contracts/waivers.cfm?id=52>) on January 10th. The FHWA received six comments in response to the publication. Four comments opposed the approval of the waiver request but did not suggest any domestic manufacturer of the galvanized ground bushing (3/4"-4"), Form 5/Form 7 conduit body assembly (1.5", 2"), or sealing locknuts (1.5", 2"). One commenter supported granting the waiver, and the sixth commenter did not express support or opposition toward the waiver. During the 15-day comment period, the FHWA conducted additional nationwide review to locate potential domestic manufacturers for galvanized ground bushing (3/4"-4"), Form 5/Form 7 conduit body assembly (1.5", 2"), and sealing locknuts (1.5", 2"). Based on all the information available to the agency, the FHWA concludes that there are no domestic manufacturers of galvanized ground bushing (3/4"-4"), Form 5/Form 7 conduit body assembly (1.5", 2"), and sealing locknuts (1.5", 2") for the Federal-aid project #X-STP-5900(212).

In accordance with the provisions of section 117 of the SAFETEA-LU Technical Corrections Act of 2008 (Pub. L. 110-244, 122 Stat. 1572), the FHWA is providing this notice as its finding that a waiver of Buy America requirements is appropriate. The FHWA invites public comment on this finding for an additional 15 days following the effective date of the finding. Comments may be submitted to the FHWA's Web site via the link provided to the Oregon waiver page noted above.

Authority: 23 U.S.C. 313; Pub. L. 110-161, 23 CFR 635.410.

Issued on: August 4, 2011.

Victor M. Mendez,

Federal Highway Administrator.

[FR Doc. 2011-20667 Filed 8-12-11; 8:45 am]

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DEPARTMENT OF TRANSPORTATION

Federal Motor Carrier Safety Administration

Regulatory Guidance Concerning Household Goods Carriers Requiring Shippers To Sign Blank or Incomplete Documents

AGENCY: Federal Motor Carrier Safety Administration, DOT.

ACTION: Notice of Regulatory Guidance.

SUMMARY: The Federal Motor Carrier Safety Administration (FMCSA) issues regulatory guidance to clarify the appropriate and intended use of blank or incomplete documents under 49 CFR 375.501(d). Carriers may require shippers to sign incomplete, but not blank, documents so long as the omitted information is limited to: (1) The actual weight of the shipment, in the case of non-binding estimates; and (2) unforeseen charges incurred in transit. This guidance also clarifies that carriers may not require shippers to sign "Revised Written Estimates," "Rescissions of Old Estimate," or other documents authorizing the carrier to rescind an estimate unless the shipper and carrier mutually agree to amend the estimate, and the shipper signs a new estimate before the carrier loads the shipment.

DATES: Effective date: This regulatory guidance is effective on August 15, 2011.

FOR FURTHER INFORMATION CONTACT: Kenneth E. Rodgers, Division Chief, Commercial Enforcement, 1200 New Jersey Avenue, SE., Washington, DC 20590, telephone: (202) 366-0073.

SUPPLEMENTARY INFORMATION:

Legal Basis

The Interstate Commerce Commission Termination Act of 1995 (ICCTA)

(Pub. L. 104–88, 109 Stat. 803) provides that “the Secretary may issue regulations, including regulations protecting individual shippers, in order to carry out this part with respect to the transportation of household goods by motor carriers subject to jurisdiction under subchapter I of chapter 135. The regulations and paperwork required of motor carriers providing transportation of household goods shall be minimized to the maximum extent feasible consistent with the protection of individual shippers.” (49 U.S.C. 14104(a)(1)). In the Motor Carrier Safety Improvement Act of 1999 (Pub. L. 106–159, December 9, 1999, 113 Stat. 1750), which established FMCSA as a separate agency within the U.S. Department of Transportation (DOT), Congress authorized the Agency to regulate motor carriers transporting household goods for individual shippers.

Background

This document provides regulatory guidance on the Agency’s interpretation of 49 CFR 375.501(d)(1) and (2). Those sections, which were adopted as a part of a technical amendment in 2004 (69 FR 10570 (Mar. 5, 2004)), provide:

(d)(1) You may provide the individual shipper with blank or incomplete estimates, orders for service, bills of lading, or any other blank or incomplete documents pertaining to the move.

(2) You may require the individual shipper to sign an incomplete document at origin provided it contains all relevant shipping information except the actual shipment weight and any other information necessary to determine the final charges for all services performed.

The original version of § 375.501(d), published as an interim final rule, prohibited carriers from requiring individual shippers to sign blank or incomplete estimates, orders for service, bills of lading, or any other blank or incomplete documents pertaining to the move. (68 FR 35064 (June 11, 2003)). In response to industry comments, the Agency amended § 375.501(d) to permit carriers to require shippers to sign incomplete documents so long as the documents contain all of the relevant shipping information. In doing so, the Agency recognized that certain information, such as actual final weight and other transit charges, may not be available until after the shipment is in transit.

Basis for This Notice

The Agency has received numerous consumer complaints concerning

household goods carriers and brokers that are requiring shippers to sign blank or incomplete documents and then adding unauthorized charges later. Specifically, the complaints identify carriers that required shippers to sign a blank or incomplete form entitled “Revised Written Estimate” or “Rescission of Old Estimate.” This form, when fully executed and completed, authorizes the carrier to rescind the original estimate and give a new estimate under the guise of “changed circumstances.” “Changed circumstances” generally occur when a shipper requests additional services or provides additional goods for shipment. Although the form, on its face, may be used for legitimate changes requested by shippers, in many cases, it is being used to defraud shippers who have not requested additional services or changes to their moves.

Verified consumer complaints show that some carriers require shippers to execute this incomplete or blank document before loading shipments and then use the form to rescind the original estimates. The carrier then improperly converts non-binding estimates to binding estimates for significantly increased amounts or alters the pre-existing binding estimates once the shipment is in transit. The carrier makes these changes without the shippers’ knowledge after the shipment is in transit. The practical effect of this practice is to force shippers unknowingly to waive their rights to the consumer protection regulations as set forth at 49 CFR 375.403 and 375.405.

Carriers using these practices interpret § 375.501(d)(2) to authorize this conduct. Such carriers also cite § 375.501(d)(2) to support using “Revised Written Estimate”/“Rescission of Old Estimate” forms, which were specifically designed in response to the 2004 technical amendments. The FMCSA rejects this interpretation and believes that such conduct is unlawful. The 2004 amendments were intended to address the fact that certain information related to the shipment could not be determined until after the shipment was in transit. The FMCSA did not amend § 375.501(d) to allow carriers to supersede the stringent consumer protections provided in part 375. In most cases brought to the Agency’s attention, carriers have used blank or incomplete documents to increase estimates after loading without the consent or knowledge of shippers.

The FMCSA rejects these carriers’ interpretation of 49 CFR 375.501(d) and believes that their conduct violates existing regulations in part 375. The FMCSA is issuing this regulatory

guidance to eliminate any ambiguity or confusion concerning the scope of these regulatory provisions and to protect consumers from future harm.

Regulatory Guidance

Part 375—Transportation of Household Goods in Interstate Commerce; Consumer Protection Regulations

Sections interpreted

Section 375.501(d)(1) and (2) Blank or incomplete documents:

Question 1: May household goods motor carriers require shippers to sign blank documents before loading a shipment?

Guidance: No, movers may not require shippers to sign blank documents before loading a shipment. Movers may provide blank documents to shippers for information purposes only.

Question 2: May household goods movers require shippers to sign incomplete documents before loading the shipment?

Guidance: A mover may require a shipper to sign an incomplete, but not blank, document before loading at the shipment’s origin so long as the document contains all of the relevant shipment information. Movers may only omit information that cannot be determined before loading, such as actual shipment weight in the case of shipments moved under non-binding estimates or unforeseen charges incurred in transit.

Question 3: May household goods movers require shippers to sign “Revised Written Estimates,” “Rescissions of Old Estimate” or other documents authorizing the mover to rescind the estimate as a condition of loading a shipment?

Guidance: Movers may not require shippers to sign “Revised Written Estimates,” “Rescissions of Old Estimate” or other documents authorizing the mover to rescind the estimate as a condition of loading the shipment unless the shipper and carrier mutually agree to amend the estimate and the shipper signs a new estimate before the carrier loads the shipment. In accordance with 49 CFR 375.501(f), 375.401(h) and 375.403(a)(6), both the shipper and the mover must mutually agree to any amendment to a shipping order before loading the shipment. Section 375.501(d) does not alter this requirement.

Issued on: August 8, 2011.

Anne S. Ferro,
Administrator.

[FR Doc. 2011–20665 Filed 8–12–11; 8:45 am]

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