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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 Part 457

Common Crop Insurance Regulations; Canola and Rapeseed 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 canola and rapeseed. 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 convert the canola and rapeseed pilot insurance program to a permanent insurance program.

EFFECTIVE DATE: This rule is effective December 17, 1997.

FOR FURTHER INFORMATION CONTACT: Gary Johnson, Insurance Management Specialist, Research and Development, Product Development Division, Federal Crop Insurance Corporation, United States Department of Agriculture, 9435 Holmes Road, Kansas City, MO 64131, telephone (816) 926–3826.

SUPPLEMENTARY INFORMATION:

Executive Order 12866

The Office of Management and Budget (OMB) has determined this rule to be not significant for the purposes of Executive Order 12866 and, therefore, this rule has not been reviewed by OMB.

Paperwork Reduction Act of 1995

Pursuant to the Paperwork Reduction Act of 1995 (44 U.S.C. 3507), those collections of information have been approved by the Office of Management and Budget (OMB) under control number 0563–0053.

Unfunded Mandates Reform Act of 1995

Title II of the Unfunded Mandates Reform Act of 1995 (UMRA), Pub. L. 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 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 economic impact on a substantial number of small entities. The regulation does not impose any burden on small entities than is required on the part of large entities. The amount of work required of insurance companies will not increase because the information to determine eligibility is already maintained in their office and the other required information is already being collected under the pilot program. No additional actions are required as a result of this rule on the part of the producer or the insurance companies. All producers must provide the same information regardless of size, including an application, acreage report, and notice of loss, if applicable. 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 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 final rule has been reviewed in accordance with Executive Order No. 12988 on civil justice reform. The provisions of this rule will not have retroactive effect. 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 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.

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 Thursday, September 18, 1997, FCIC published a proposed rule in the **Federal Register** at 62 FR 48956 to add to the Common Crop Insurance Regulations (7 CFR part 457), a new section, 7 CFR 457.161, Canola and Rapeseed Crop Provisions. The new provisions will be effective for the 1998 and succeeding crop years for canola and rapeseed with a November 30 contract change date and 1999 and succeeding crop years for canola and rapeseed with a June 30 contract change date. These provisions will replace and supersede the current unpublished pilot provisions for insuring canola and rapeseed.

Following publication of the proposed rule, the public was afforded 30 days to submit written comments and opinions. A total of 80 comments were received from an insurance service organization, reinsured companies, a national

commodity group, a regional commodity group, state commodity groups, a state extension service, a seed company, a State Department of Agriculture director and producers. The comments received and FCIC's responses are as follows:

Comment: An insurance company commented that it is impossible to comment on the accuracy of differences in the late planted period and associated guarantee reduction from location to location as mentioned in the Background section, because the Special Provisions are not available for review.

Response: It is difficult to comment on the potential differences in the late planting period and associated guarantee reduction when the commenter does not have the Special Provisions. FCIC has determined that the variance for dates and guarantee reductions is needed to address the normal variability of planting conditions, weather influences, and crop response to late planting on a county-by-county basis. The dates and guarantee reduction percentages are subject to change by the contract change date each year. Any inaccuracies can be addressed at that time. No change has been made.

Comment: A regional commodity group requested specific counties and states to be covered by the canola and rapeseed insurance program. These counties were not a part of the original pilot area.

Response: When the canola and rapeseed Crop Provisions are published as final rule, insurance will be available when counties are added through the expansion process used for other permanent crop insurance programs. This process is outlined in the procedure ''General Guidelines and Criteria for Submitting Multiple and Individual County Crop Program Expansion Requests,'' dated May 9, 1996. A copy can be obtained by contacting the Deputy Administrator, Insurance Services Division, Risk Management Agency, 1400 Independence Avenue S.W., Washington, D.C. 20250–0801, telephone (202) 690–4494.

Comment: Grower associations, Extension specialists, a State Agriculture Department, a seed company, and producers submitted comments requesting that the pilot program be converted to a permanent program as soon as possible to allow for canola expansion into counties where canola and rapeseed insurance protection is not available.

Response: This rule converts the pilot program to a permanent program.

Comment: An insurance service organization recommended that the conversion of the canola and rapeseed pilot program to a permanent crop insurance program be deferred until the 1999 crop year since it is preferable for changes to be effective the same year for fall and spring.

Response: Many requests and comments have been received to expand the canola and rapeseed insurance program. Deferring the canola and rapeseed pilot program conversion until the 1999 crop year would delay the expansion of the canola and rapeseed insurance coverage to additional counties. Since the majority of canola and rapeseed producers are in counties with a March 15 sales closing date, converting the pilot program for 1998 spring crops will allow FCIC to meet its goal of converting the pilot program to a permanent program for most producing areas for the 1998 crop year.

Comment: A reinsured company suggested that the definition and references to ''FSA'' be deleted since there is no need for reliance on FSA information in the crop insurance program.

Response: FSA farm serial numbers are required to qualify for optional unit division in certain crop policies. In certain situations, FSA information may be used in the crop insurance program whether required or not. FCIC does not believe that such definitions ''mandate'' such use. No change has been made.

Comment: A reinsured company and an insurance service organization commented on the definition of ''good farming practices.'' The commenters questioned whether cultural practices exist that are not necessarily recognized or known by the Cooperative State Research, Education and Extension Service (CSREES). In addition it was suggested that the term ''county'' in the definition of ''good farming practices'' should be changed to ''area.''

Response: FCIC believes that the CSREES recognizes farming practices that are considered acceptable for canola and rapeseed. If a producer is following practices currently not recognized as acceptable by CSREES, there is no reason why such recognition cannot be sought by any interested party. The term ''area'' is less clear than the term ''county'' and would tend to make determinations more subjective in nature. Further, the actuarial documents are on a county basis. No change has been made.

Comment: A reinsured company recommended that in the definition of ''irrigated practice'' the words ''and quality'' be inserted after the word ''quantity.''

Response: FCIC agrees that water quality is an important issue. However, since no standards or procedures have been developed to measure water quality for insurance purposes, quality cannot be included in the definition. No change has been made.

Comment: An insurance service organization suggested various editorial changes, including the updating of certain definitions which the commenter indicated were generic and would be updated in the Basic Provisions. In addition, it was suggested that the definition of ''FSA'' be changed either by including the phrase ''an agency of the USDA'' in parentheses, or by inserting a comma before that phrase. The commenter also suggested revising the definition of ''practical to replant,'' by deleting the phrase ''of 'Practical to replant'.''

Response: All generic terms have been moved to the Basic Provisions, and any changes will be made in that rule.

Comment: A reinsured company recommended that in the definition of ''late planted'' the word ''initially'' be added between the words ''acreage'' and ''planted.''

Response: FCIC has revised the definition of ''late planted'' in the Basic Provisions to include the word ''initially.''

Comment: A reinsured company and an insurance service organization commented on the definition of ''practical to replant.'' A question was raised whether ''marketing window'' is appropriate for this crop. In addition, comments were made whether such items as ''moisture availability, condition of the field, marketing window and time to crop maturity'' are subjective and add unnecessary complexity to the program.

Response: The concept of a ''marketing window'' is most applicable to processor and fresh market crops and recognizes that canola and rapeseed are unlike these crops. However, the Federal Crop Insurance Act mandates that marketing windows be considered in determining if it is practical to replant the insured crop. Factors such as moisture availability and condition of the field are necessary to determine whether the conditions are acceptable for the producer to produce and harvest the crop before the end of the insurance period. No change has been made.

Comment: An insurance service organization questioned the use of the term ''price of damaged production.'' The commenter indicated the term is used several times in section 12, and questioned whether this definition adds anything beyond the ''local market price'' definition.

Response: The term price of damaged production is different from the local market price. The price of damaged production is used for quality adjustment if the canola production does not meet the U.S. No. 2 grade canola. No change has been made.

Comment: An insurance service organization suggested that clarification needs to be made to the current definition of ''replanting'' to ensure that the crop is replanted to the same crop as originally planted.

Response: FCIC has revised the definition of ''replanting'' in the Basic Provisions to specify replacing the seed or plants of the same crop in the insured acreage.

Comment: An insurance service organization suggested to remove the language describing when a crop must be replanted from section 7(a) for simplification.

Response: It is necessary to retain the language in section 7(a) of these Crop Provisions since acreage not replanted when it is practical to replant is uninsurable. FCIC has revised the condition when the crop must be replanted.

Comment: An insurance service organization questioned language regarding differences in conditions for replanting. Section 7(a) refers to insurable acreage ''damaged before the final planting date, to the extent that the majority of growers in the area would normally not further care for the crop,'' while the replanting payment section 10(a) says ''damaged by an insurable cause of loss to the extent that the remaining stand will not produce at least 90 percent of the production guarantee.''

Response: FCIC has made the two provisions consistent.

Comment: An insurance service organization suggested deleting ''if'' at the beginning of the last phrase in section 10(a).

Response: FCIC has simplified the provision and made it consistent with other practical to replant provisions.

Comment: An insurance service organization recommended the reference in section 11 to the 10-foot-wide strip in each field should be more specific. One sample would not be adequate in large fields. The number of strips needed will depend on the size of the field.

Response: The Basic Provisions and Crop Provisions use the plural term ''samples'' to allow the insurance provider the discretion to require more than one 10-foot-wide strip if it is necessary to obtain a more accurate appraisal of production. No change has been made.

Comment: An insurance service organization recommended a chart be developed and used for quality adjustment for industrial oil types and non-industrial types (similar to those in the coarse grains loss adjustment handbook) instead of settling claims based on prices obtained from buyers as stated in section 12(4)(ii)(D)(3).

Response: This section has been redesignated as section 12(d)(5)(ii)(C) in these crop provisions. FCIC agrees that there may be an alternative method to determine quality adjustment. However, the information needed to develop a chart for quality adjustment is presently not available. No change has been made.

Comment: An insurance company stated that section 12(d) of these Crop Provisions should be corrected from ''Mature canola and rapeseed may be adjusted for excess moisture and quality'' to ''mature canola may be adjusted for excess moisture and quality deficiencies. Mature rapeseed may be adjusted for excess moisture only.'' Rapeseed will not be adjusted for quality.

Response: FCIC has revised the Crop Provisions accordingly.

Comment: An insurance service organization commented that the calculation sequence in section 12 is difficult to follow because it is so wordy and it seems unnecessary to refer to the previous item by number as if it were on another page.

Response: Since some of the calculations involved are not performed in sequential order, it is necessary to refer to specific section numbers. Removal of the references would make the provisions less clear. No change has been made.

Comment: An insurance service organization received one comment stating that the policy should not allow the insured to defer settlement and wait for a later, generally lower appraisal.

Response: The provision in section 12(c)(1)(iv) allows deferment of a claim only if the insurance provider agrees that representative samples are necessary to more accurately determine the appraised amount of production and the insured agrees to care for the sample. If the insured does not provide sufficient care for the sample, the insurance provider may use the original appraisal. No change has been made.

Comment: A reinsured company commented that it appears that sections 13 and 14 are copied verbatim, except for one cited item addressing the percentage reduction for late planting, and that these sections were left out of other recently published Crop Provisions in anticipation of approval of the new Basic Provisions. The commenter questioned the difference with canola and rapeseed and how the subsequent removal of the sections would be accomplished. The commenter also questioned whether the comments made to the proposed Basic Provisions will be incorporated into the Basic Provisions Final Rule.

Response: The new Basic Provisions will be effective for the 1998 crop year for crops with a contract change date of November 30 or December 31 or later. Therefore, FCIC removed all common late planting and prevented planting provisions from these Crop Provisions. Sections 13 and 14 contain language that is necessary to recognize the differences in the late and prevented planting provisions for canola and rapeseed (as has been done for other crops). Those comments made to the proposed Basic Provisions deemed appropriate by FCIC have been incorporated into the Basic Provisions Final Rule.

Comment: An insurance service organization commented that sections 13(a)(1) and (2) of the proposed rule continue the current reductions for late-planted acreage, and are inconsistent with the Basic Provisions Proposed Rule, which listed a 1 percent reduction for each of the 25 days in the late planting period. The commenter noted that if the Special Provisions will vary by county, it would be better if the Crop Provisions matched the Basic Provisions. The commenter stated that different late planting periods determined by the Special Provisions is acceptable, if input from local people is considered in determining the late planting period, then the late planting period probably should not be 25 days for most crops in the northern states. The commenter questioned whether the current late planting provisions will apply if the new Basic Provisions Final Rule is not approved in time to be effective for the 1998 crop year for canola and rapeseed.

Response: FCIC has revised section 13 of these Crop Provisions to indicate that in lieu of section 16(a) of the Basic Provisions, the production guarantee for each acre planted to the insured crop during the late planting period will be reduced by 1 percent per day for each day planted after the final planting date unless otherwise specified in the Special Provisions. The new Basic Provisions are effective beginning the 1998 crop year, in those counties with a November 30 contract change date listed in the revised canola and rapeseed Crop Provisions. The current (1997 crop year) late planting and prevented planting provisions apply to all other counties.

Comment: An insurance service organization questioned whether it is necessary in sections 13(a) and (b) to include ''amount of insurance'' (in addition to ''production guarantee'') for this APH crop. The commenter also questioned whether section 13(a) should read ''by each day planted'' or ''for each day planted.''

Response: Sections 13(a) and (b) have been moved to the Basic Provisions and, therefore, will need to include ''amount of insurance'' in addition to ''production guarantee.'' FCIC has revised the phrase from ''by each day planted'' to ''for each day planted'' in section 16 of the Basic Provisions.

Comment: A reinsured company commented that section 13 reinforces that ''practical to replant'' must be defined as the time period running through the late planting period.

Response: While section 13, now section 16 of the Basic Provisions, allows the time period to run through the late planting period, it is not required. Factors other than time must also be considered. Based on a consideration of all the factors, it is possible to determine that it is practical to replant only before the final planting date, during the late planting period or after the late planting period if replanting is generally occurring in the area.

Comment: An insurance service organization commented that section 13(a)(3), as written, does not flow from the lead-in sentence in section 13(a).

Response: The Crop Provisions and Basic Provisions have been revised to correct any such problem.

Comment: An insurance service organization commented that section 13(b) is confusing because it states that acreage planted after the late planting period will have the same guarantee as acreage that is prevented from being planted, and then adds that it must have been prevented from being planted by an insurable cause of loss occurring within the insurance period. The commenter pointed out that such acreage was planted and, therefore, was not prevented from being planted. Rather, it was prevented from being planted timely or within the late planting period.

Response: This comment was also received during the proposed rule comment period for the Basic Provisions. Section 16(b)(2) of the Basic Provisions has been revised to indicate that planting on such acreage must have been prevented by the final planting date or during the late planting period by an insurable cause occurring within the insurance period for prevented planting coverage.

Comment: An insurance service organization suggested changing section 13(c) to read ''during the late planting period'' in both sentences rather than ''after the final planting date'' since this section deals only with late-planted acreage and not prevented planting as well.

Response: FCIC has revised section 16(c) of the Basic Provisions to state that the premium amount for insurable acreage specified in sections 16 (a) or (b) will be the same as that for timely planted acreage.

Comment: An insurance service organization commented that because section 14 is in the canola and rapeseed proposed rule Crop Provisions only until they are incorporated into the new Basic Provisions, the ''Prevented planting'' definition should be included in the Crop Provisions.

Response: Since all common provisions, including definitions, have been incorporated into the Basic Provisions, there is no need to repeat the definition in this rule. No change has been made.

Comment: An insurance service organization recommended that FCIC consider reversing phrases in section 14(a)(1)(i) to match the order in (ii), or vice versa. The commenter is recommending that section 14(a)(1)(i) begin with ''For the crop year the application for insurance is accepted.''

Response: The different order in these two sections facilitates readability and comprehension. No change has been made in the corresponding sections 17(a)(1)(i) and (ii) in the Basic Provisions.

Comment: An insurance service organization recommended that FCIC consider changing section 14(a)(1)(ii) to ''...since that date (cancellation for the purpose of transferring the policy...will not be considered a break in continuity for this purpose); and.''

Response: This change would not significantly add to the understanding of the statement. No changes have been made in the corresponding section 17(a)(1)(ii) in the Basic Provisions.

Comment: An insurance service organization commented that section 14(b) seems to suggest that insureds who have chosen additional levels of coverage may select a different additional level for prevented planting. The commenter also questioned whether the Special Provisions will state which prevented planting level will apply by default if one is not specifically elected, and asked which level would be in the Crop Provisions.

Response: Insureds who have chosen additional levels of coverage may, in fact, select a different level for prevented planting. Section 17(b) of the Basic Provisions now specifies that the actuarial documents may contain additional levels of prevented planting coverage the insured may purchase. If the insured does not purchase one of those additional levels by the sales closing date, or the insured has a Catastrophic Risk Protection Endorsement, the insured will receive the prevented planting coverage specified in these Crop Provisions.

Comment: An insurance service organization commented that section 14(d)(2) seems to suggest that insureds may choose to claim prevented planting on irrigated acreage instead of planting non-irrigated acreage. The commenter added that section 14(d)(2) seems to contradict section 9(b) of the current Basic Provisions, which states that ''only that acreage for which you have adequate facilities and water, at the time coverage begins' can be reported and insured as irrigated. They also questioned whether carryover insureds could qualify for prevented planting payments based on an irrigated guarantee even though facilities or sufficient water did not exist at the time the crop should have been planted.

Response: To qualify for a prevented planting claim on irrigated acreage, the acreage must still meet all the requirements for irrigated acreage. Section 14(d)(2), now section 17(d)(2) of the revised Basic Provisions, does not contradict section 9(b) of the Basic Provisions since all it does is specify the date by which the acreage must qualify as irrigated to qualify for a prevented planting claim on irrigated acreage.

Comment: An insurance service organization commented on the organization of the table in section 14(e)(1). The commenter suggested combining portions of the table and other editorial changes which were also suggested for the table in the Basic Provisions.

Response: FCIC has revised portions of the table and made other editorial changes in section 17(e)(1) of the Basic Provisions.

Comment: An insurance service organization commented that there should be no written agreements for prevented planting acreage, and that an insured who has not raised a crop should not be able to have prevented planting acres of that crop on any ground. A reinsured company indicated it was not interested in more written agreements. However, it appeared that may be the only way to provide coverage in many cases.

Response: Based on the comments received on both the Basic Provisions and the Crop Provisions, FCIC has

determined that it is appropriate to delete references to ''written agreements'' in section 17(e) of the Basic Provisions, and to allow the use of an intended acreage report in certain instances as long as specified conditions are met.

Comment: A reinsured company commented that the word ''base'' should be deleted in all instances in section 14(e).

Response: This comment was also received on the Basic Provisions and the word ''base'' has been deleted from section 17 of the Basic Provisions.

Comment: A reinsured company commented that it presumed the determination of eligible acres in the table in section 14(e)(1) is done on a county basis.

Response: This comment was also received on the Basic Provisions and FCIC responded that eligible acres are determined on a county and crop basis.

Comment: A reinsured company commented on the determination of eligible acres for prevented planting in section 14(e)(1). The commenter stated that using the planted and prevented planting acres for the last four years will not be difficult for carryover policies. However, it will be a significant problem for transferred policies, as the prevented planting acres will not be a part of the APH record that is transferred. The commenter questioned how FCIC proposes that this information will be known by the company for a policy it gains by transfer.

Response: When policies are obtained by transfer, reinsured companies can obtain previous years' records of prevented planting acres from the insured, the ceding company, or the FCIC policyholder tracking system.

Comment: A reinsured company questioned the impact and acceptability of intended acreage reports concerning eligible prevented planting acres in section 14(e)(1). The commenter questioned the guidelines for approval of written agreements, and who has the authority to approve or disapprove such agreements. The company also questioned if, since the request for written agreement must be made on or before the sales closing date, all land added after the sales closing date by the insured is ineligible for prevented planting.

Response: The Basic Provisions have been amended so that a written agreement is no longer required to establish eligible acreage. Instead, intended acreage reports will be used. However, the reinsured company will be required to verify that the acreage reported does not exceed the number of acres of cropland in the producer's farming operation at the time the intended acreage report is submitted. The reinsured company will have the authority to accept or reject any intended acreage report based on standards approved by FCIC. This provision has also been revised to allow the number of acres determined to be eligible for prevented planting coverage to be increased if after the sales closing date specified conditions are met. Provisions in this section also allow producers who, in any of the four most recent crop years, have not produced any crop for which insurance was available, to establish eligible acres.

Comment: An insurance service organization commented that section 14(e)(3) says that the total number of acres requested for all crops cannot exceed the number of acres of cropland in the insured's farming operation for the crop year, and probably needs to allow for double-cropping, as in 14(f)(5).

Response: This provision, now located in section 17(e)(1) of the Basic Provisions, is revised to account for double cropped acreage.

Comment: An insurance service organization commented that section 14(e)(4) does not allow for land added after the sales closing date, or for business being conducted up to the last day of the sales period. The commenter also suggested that ''us'' be changed to ''your agent'' (or at least verify that ''us'' includes agents as well as the company underwriting office).

Response: These provisions, now included in section 17(e)(1)(i) of the Basic Provisions, have been revised to allow an increase in eligible prevented planting acres if the producer submits proof that additional acreage was purchased, leased, or released from any USDA program in time to plant it for the insured crop year and no cause of loss that will or could prevent planting is evident at the time the acreage is purchased, leased, or released from the USDA program. The term ''us'' refers to the company as provided in the section before the ''Agreement to insure'' in the Basic Provisions, and includes agents representing the company. No change has been made.

Comment: An insurance service organization questioned if section 14(f)(1) is intended to be a change from current language that allows prevented planting coverage for acreage less than 20 acres or 20 percent as long as the insured can show ''inputs'' were available.

Response: This change in what is now section 17(f) of the Basic Provisions, is intentional. FCIC requires the acreage to be contiguous to reduce prevented planting payments for small portions of fields that are wet in most years although planting occasionally may be possible.

Comment: A reinsured company suggested that in section 14(f)(1) the phrase ''whichever is less'' be changed to read ''whichever is larger'' and also suggested that the term ''insurable crop acreage in the unit'' be defined.

Response: The phrase ''whichever is less'' is appropriate. There is no reason to define the phrase ''insurable crop acreage in the unit'' since units, insured crop, and insured acreage are defined elsewhere in the policy. No change has been made.

Comment: An insurance service organization recommended that sections 14(f) (4) and (5) be revised to spell out the numeral ''4'' in the phrases ''the last 4 years.''

Response: This change does not significantly add to the understanding of these sections. No change has been made.

Comment: An insurance service organization questioned whether prevented planting acreage of either crop in a double-cropping history will maintain or break the continuity of the double-cropping history.

Response: Prevented planting acreage of either crop in a double-cropping history will not break the continuity of the double-cropping history. Sections 17(f)(4) and (5) of the Basic Provisions specify the last 4 years in which the insured crop was grown on the acreage.

Comment: A reinsured company commented on the provisions in section 14(f)(5). Although the commenter agreed with the concept, they questioned how a company would know if any crop from which a benefit is derived under any program administered by the USDA is planted and fails. The company also suggested modifying the sentence from may be hayed or grazed ''* * * after the final planting date for the insured crop * * *'' to ''* * * 60 days after the final planting date for the insured crop * * *''.

Response: Insurance providers must question insureds to determine if any crop was planted for the crop year on the acreage being claimed for prevented planting. Producers should not be denied grazing or haying benefits for 60 days after being prevented from planting. In many instances, cover crops are grown until preparation for planting occurs in the spring. If the producer was unable to remove the cover crop and plant a crop, such a cover crop could be hayed or grazed soon after the final planting date and a prevented planting payment would still be owed.

Comment: A reinsured company questioned how the insurer will know if a cash lease payment is also received for use of the same acreage in the same crop year as specified in section 14(f)(6), particularly if the cash lease payment is made after the prevented planting payment has already been made by the company.

Response: Insurance providers must question insureds to determine if a cash lease payment is, or will be, received for the acreage being claimed for prevented planting. Insureds who claim prevented planting on acreage they have or will cash lease would be misrepresenting a material fact and could be subject to civil and criminal false claim penalties.

Comment: A reinsured company stated that it did not disagree with the concept of section 14(f)(7) but that the provision is inconsistent with freedom to farm and is unenforceable.

Response: This section, now section 17(f)(7) of the Basic Provisions, indicates that prevented planting coverage will not be provided for any acreage for which planting history or conservation plans indicate that the acreage would have remained fallow for crop rotation purposes. This provision is necessary to protect the integrity of the program. FCIC is charged with establishing an actuarially sound insurance program, and relying upon ''intentions,'' without evidence to support such intentions is not an appropriate manner of achieving actuarial soundness. For example, if half the acreage in a farm has remained fallow every other year for the past ten years to maintain a summerfallow rotation, this is ample evidence that this is a normal practice. If such patterns exist, this provision is easier to administer than if the reinsured companies were forced to determine whether the producer actually intended to plant a crop. Since coverage for prevented planting now begins on the previous crop year's sales closing date for carry-over policies, producers could decide to claim an intent to plant acreage where the cause occurred months earlier in order to profit from the insurance program when they never intended to plant a crop. While the denial of prevented planting coverage may occasionally adversely affect some producers who genuinely intended to plant a crop, the inability to prove intent to plant and the need to protect the integrity of the program require FCIC to retain the provision. No change has been made.

Comment: An insurance service organization commented that section 14(f)(8) is unnecessary because it has been covered in 14(e).

Response: FCIC has separated the provisions of section 14(f)(8) into two separate provisions in section 17 of the Basic Provisions, and does not feel that either provision has been covered in section 14(e). No change has been made.

Comment: An insurance service organization commented that section 14(f)(9) has been added and might not be necessary if 14(f)(1) were changed to require ''proof of inputs'' available to plant and produce a crop. A reinsured company stated that they did not disagree with the concept of section 14(f)(9) but that it is an unenforceable provision. The company asked if capital on hand was considered proof that inputs were available.

Response: Since the prevented planting period could begin on the sales closing date for the previous crop year, many producers could know that they would be prevented from planting prior to the sales closing date and planting period. These producers would be in a position to claim the intent to plant higher valued crops than they normally plant. FCIC has revised the provision to clarify that proof of inputs is only necessary where there is a deviation from normal planting practices. For example, if the producer has rotated crops between corn and soybeans in alternate years and this was the year the rotational pattern showed that corn would normally be planted, the reinsured company does not need to determine whether the insured had sufficient inputs, if the producer seeks a prevented planting payment for corn. However, if the producer seeks a prevented planting payment for soybeans, the reinsured company would be required to determine whether the producer has sufficient inputs. Capital on hand would not be considered proof of inputs. If the producer could not produce receipts for seed, fertilizer, herbicides, etc., the lease of equipment or labor, or specific land preparation, it will be presumed that the crop usually planted by the producer was the crop that the producer intended to plant. While this provision may preclude a producer from receiving benefits for a crop that he or she genuinely intended to plant, the producer would still be eligible for a benefit on the crop usually planted and the need to protect program integrity outweighs its disadvantages. Since this situation should be rare, it should not impose an undue burden on the reinsured company.

Comment: A reinsured company stated that section 14(f)(11) is contrary to the freedom to farm concept. The company also questioned how the insurer would know if the crop was planted in one of the last four years.

Response: This section is now section 17(f)(12) of the Basic Provisions. The company should ask the insured if the crop was planted and this information can be verified from FCIC. This provision is intended to protect program integrity and avoid the problems associated with determining producer intent. FCIC has created an exception for new producers that qualify for coverage under section 17(e)(1)(i)(B).

Comment: An insurance service organization commented that the first sentence of section 14(f)(11) excludes prevented planting coverage on any crop types that have not been planted in at least one of the four most recent years. The commenter stated that the second sentence specifies that this refers to types requiring separate guarantees, amounts of insurance or price elections, and then says there must be an APH database or acreage must have been reported in one of the last four years. The commenter feels this suggests that, to get prevented planting coverage, the insured can set up an APH database for a type even if the insured has no actual history on it, and they recommended rewording the language if that is not the intent.

Response: Section 14(f)(11), now section 17(f)(12) of the Basic Provisions, still requires that the crop be planted in at least one of the four most recent years. The second sentence just specifies the conditions under which the crops must also be included in the APH database or reported on the acreage report. No change has been made.

Comment: Reinsured companies and an insurance service organization commented on the following provisions of section 15: (1) There are legitimate reasons for written agreements to be valid for more than one year, especially if no substantive changes occur from one year to the next. Limiting written agreements to one year only increases administrative cost, complexity and opportunity for misunderstanding and error, and flies in the face of efforts to simplify the program and reduce its administrative expense; (2) Written agreements should be effective for more than one year because: (a) There is already an exception since written agreements to establish units are continuous (unless the farming operation changes significantly); (b) FCIC does not often incorporate the written agreements into the actuarial documents within one year; and (c) FCIC's legal counsel objects to the concept of written agreements, which purportedly allows exceptions for those ''in the know'' while others may not be aware the possibility exists; (3) The commenters questioned whether these

provisions will be revised to simplify renewals; (4) The policy should require the insured to pay the cost of inspections necessary to obtain a written agreement because, in many instances there is no economic reason or incentive for a company to pursue such agreements; (5) Sections 15(a) and (e) should be combined since both deal with deadlines for written agreement requests. (The response to this comment in prior final rules has been that the sales closing date is intended to be the deadline with only limited exceptions. However, 7 of the 13 written agreement types listed in the 1998 Crop Insurance Handbook allow requests at acreage reporting time and one allows the request after acreage reporting. Of the 6 types with a sales closing date deadline, 4 are specific cases of a practice or type not listed in the actuarial, which is curious since the general type of unrated practice, type or variety can be requested at acreage reporting time. So, the exceptions seem to outnumber the rule. Many of the situations calling for written agreements do not become apparent until the acreage report is received. Therefore, the commenter again suggests this provision might be less misleading if the acreage reporting date exception noted in (e) were incorporated into (a)); (6) Provisions in section 15 that specify timing and content of the FCI–2 written agreement should not be part of the insurance policy. (New insureds would not have this information until it is too late to request a written agreement. This should have been reviewed by the insurance agent prior to acceptance of the application or issuance of the crop insurance policy.); and (7) Some of the written agreement provisions need to be carefully considered and compared to current procedures and comments to the Written Agreement proposed rule before the deadlines and annual status of written agreements are mandated in the Basic Provisions.

Response: The written agreement section was moved to section 18 of the Basic Provisions. The following responses address the questions by referencing changes made to the written agreement section of the Basic Provisions. Written agreements are intended to change policy terms or permit insurance in unusual situations. 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 a minimum and to ensure that the insured is well aware of the specific terms of the policy. There will no longer be exceptions to the timing or duration of written agreements except as provided in section 18. The provisions have been amended to indicate that written agreements may be submitted after the sales closing date only if the producer demonstrates that he or she was physically unable to apply prior to the sales closing date or in accordance with any regulation which may be promulgated under 7 CFR part 400. FCIC will be more vigilant in incorporating changes to the policy made by written agreement into the actuarial documents.

FCIC does not believe that a producer should bear the cost associated with any inspection done for the purposes of a written agreement. Such costs are a part of servicing the policy and, therefore, are already compensated by the expense reimbursement under the Standard Reinsurance Agreement.

In addition to the changes described above and minor editorial changes, FCIC has made the following changes to these Crop Provisions:

1. Section 1—Removed alphabetic paragraph designations and definitions of ''days,'' ''final planting date,'' ''FSA,'' ''good farming practices,'' ''interplanted,'' ''irrigated practice,'' ''late planted,'' ''late planting period,'' ''practical to replant,'' production guarantee,'' ''replanting,'' ''timely planted,'' and ''written agreement,'' and revised the definition of ''planted acreage'' for clarification.

2. Section 2—Revised to remove all provisions that were moved to the Basic Provisions.

3. Section 9(e)—Revised to add wildlife as a cause of loss to be consistent with other insurable crops.

Good cause is shown to make this rule effective upon publication in the **Federal Register**. This rule provides prevented planting coverage under the Basic Provisions. This rule must be effective prior to the contract change date for which these revised prevented planting provisions are effective. Therefore, public interest requires the agency to act immediately to make these provisions available for the 1998 crop year.

List of Subjects in 7 CFR Part 457

Crop insurance, Canola and rapeseed crop provisions.

Final Rule

Accordingly, as set forth in the preamble, the Federal Crop Insurance Corporation amends 7 CFR part 457 as follows:

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

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 457.161 is added to read as follows:

§ 457.161 Canola and rapeseed crop insurance provisions.

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

FCIC policies:

Department of Agriculture

Federal Crop Insurance Corporation

Reinsured policies:

(Appropriate title for insurance provider)

Both FCIC and reinsured policies:

Canola and Rapeseed Crop Provisions

If a conflict exists among the policy provisions, the order of priority is as follows: (1) the Catastrophic Risk Protection Endorsement, if applicable; (2) the Special Provisions; (3) these Crop Provisions; and (4) the Basic Provisions, with (1) controlling (2), etc.

1. Definitions.

Canola. A crop of the genus *Brassica* as defined in accordance with the Official United States Standards for Grain—Subpart C—U.S. Standards for Canola.

Harvest. Combining or threshing for seed. A crop that is swathed prior to combining is not considered harvested.

Local market price (Canola). The cash price per pound for U.S. No. 2 grade canola that reflects the maximum limits of quality deficiencies allowable for the U.S. No. 2 grade canola.

Planted acreage. In addition to the definition contained in the Basic Provisions, land on which seed is initially spread onto the soil surface by any method and subsequently is mechanically incorporated into the soil in a timely manner and at the proper depth will be considered planted. Acreage planted in any other manner will not be insurable unless otherwise provided by the Special Provisions, actuarial documents, or by written agreement.

Price of damaged production. The cash price per pound available if the production were sold for canola that qualifies for quality adjustment in accordance with section 12 of these crop provisions.

Rapeseed. A crop of the genus *Brassica* that contains at least 30 percent of an industrial type of oil as shown on the Special Provisions and that is measured on a basis free from foreign material.

Swathed. Severance of the stem and seed pods from the ground and placing into windrows without removal of the seed from the pod.

2. Unit Division.

In addition to optional units by section, section equivalent or FSA farm serial number and by irrigated and non-irrigated practices,

optional units may be by type if the type is designated on 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, you may select only one price election for all the canola and rapeseed 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 canola and rapeseed 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 a specific type, you must also choose 100 percent of the maximum price election for all other types.

4. Contract Changes.

In accordance with section 4 of the Basic Provisions, the contract change date is November 30 preceding the cancellation date for counties with a March 15 cancellation date, and June 30 preceding the cancellation date for all other counties.

5. Cancellation and Termination Dates.

In accordance with section 2 of the Basic Provisions, the cancellation and termination dates are:

State and county	Cancellation and Termination dates
All counties in Georgia	Sept. 30.
All other counties without fall planted types specified on the actuarial table.	Mar. 15.
All other counties with fall planted types specified on the actuarial table.	Aug. 31.

6. Insured Crop.

In accordance with section 8 of the Basic Provisions, the crop insured will be all canola and rapeseed in the county for which a premium rate is provided by the actuarial table:

(a) In which you have a share;

(b) That is planted for harvest as seed; and

(c) That is not, unless allowed by Special Provisions or by written agreement:

(1) Interplanted with another crop; or

(2) Planted into an established grass or legume.

7. Insurable Acreage.

In addition to the provisions of section 9 of the Basic Provisions,

(a) Any acreage of the insured crop that is damaged before the final planting date, to the extent that most producers producing crops on similarly situated acreage in the area would not normally further care for the crop, must be replanted unless we agree that it is not practical to replant; and

(b) We will not insure any acreage that does not meet the rotation requirements contained in the Special Provisions.

8. Insurance Period.

In accordance with the provisions of section 11 of the Basic Provisions, the end of the insurance period is October 31 of the calendar year in which the crop is normally harvested.

9. Causes of Loss.

In accordance with the provisions of section 12 of the Basic Provisions, insurance is provided only against the following causes of loss which occur during the insurance period:

(a) Adverse weather conditions;

(b) Fire;

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

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

(e) Wildlife;

(f) Earthquake;

(g) Volcanic eruption; or

(h) Failure of the irrigation water supply, if applicable, caused by an insured cause of loss that occurs during the insurance period.

10. Replanting Payment.

(a) In accordance with section 13 of the Basic Provisions, a replanting payment is allowed if the insured crop is damaged by an insurable cause of loss to the extent that most producers producing the crop on similarly situated acreage in the area, would not continue to care for the crop and it is practical to replant.

(b) The maximum amount of the replanting payment per acre will be the lesser of 20 percent of the production guarantee or 175 pounds, multiplied by your price election, multiplied by your insured share.

(c) When the canola or rapeseed is replanted using a practice or type that is uninsurable as an original planting, the liability for the unit will be reduced by the amount of the replanting payment that is attributable to your share. The premium amount will not be reduced.

11. Duties in the Event of Damage or Loss.

In accordance with the requirements of section 14 of the Basic Provisions, the representative samples of the unharvested crop that we may require must be at least 10 feet wide and extend the entire length of each field in the unit. If you intend to put the acreage to another use or not harvest the acreage, the samples must not be harvested or destroyed until our inspection.

12. 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 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;

(2) Multiplying each result in section 12(b)(1) by the respective price election for each type, if applicable;

(3) If there are more than one type, totaling the results in section 12(b)(2);

(4) Multiplying the total production to be counted of each type, if applicable, (see section 12(c)) by the respective price election;

(5) If there are more than one type, totaling the results in section 12(b)(4);

(6) If there are more than one type, subtracting the total in section 12(b)(5) from the total in section 12(b)(3);

(7) If there is only one type, subtracting the total in section 12(b)(4) from the total in section 12(b)(2); and

(8) Multiplying the result in section 12(b)(6) and 12(b)(7), as applicable, by your share.

(c) The total production to count (pounds) 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 put to another use without our consent;

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

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

(ii) Production lost due to uninsured causes;

(iii) Unharvested production (mature unharvested production may be adjusted for quality deficiencies and excess moisture in accordance with section 12(d)); and

(iv) 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 when you put the acreage to another use or abandon the crop. 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 you 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); or

(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; and

(2) All harvested production from the insurable acreage.

(d) Mature canola may be adjusted for excess moisture and quality deficiencies. Mature rapeseed may be adjusted for excess moisture only. If moisture adjustment is applicable, it will be made prior to any adjustment for quality.

(1) Canola and rapeseed production will be reduced by 0.12 percent for each 0.1 percentage point of moisture in excess of 8.5 percent. We must be permitted to obtain samples of the production to determine the moisture content.

(2) Canola production will be eligible for quality adjustment if:

(i) Deficiencies in quality, in accordance with the Official United States Standards for Grain, result in the canola not meeting the grade requirements for U.S. No. 3 or better (U.S. Sample grade) because of kernel damage (excluding heat damage), or a musty, sour, or commercially objectionable foreign odor; or

(ii) Substances or conditions are present that are identified by the Food and Drug Administration or other public health organizations of the United States as being injurious to human or animal health.

(3) Quality will be a factor in determining your loss in canola production only if:

(i) The deficiencies, substances, or conditions resulted from a cause of loss against which insurance is provided under these Crop Provisions and which occurs within the insurance period;

(ii) The deficiencies, substances, or conditions result in a net price for the damaged production that is less than the local market price;

(iii) All determinations of these deficiencies, substances, or conditions are made using samples of the production obtained by us or by a disinterested third party approved by us; and

(iv) The samples are analyzed by a grader licensed to grade canola under the authority of the United States Grain Standards Act or the United States Warehouse Act with regard to deficiencies in quality, or by a laboratory approved by us with regard to substances or conditions injurious to human or animal health.

(4) Canola production that is eligible for quality adjustment, as specified in sections 12(d)(2) and (3), will be reduced:

(i) In accordance with the quality adjustment factors contained in the Special Provisions; or

(ii) As follows if quality adjustment factors are not contained in the Special Provisions:

(A) Divide the price of damaged production by the local market price to determine the quality adjustment factor.

(B) The number of pounds remaining after any reduction due to excessive moisture (the moisture-adjusted gross pounds) of the damaged or conditioned production will then be multiplied by the quality adjustment factor to determine the net production to count.

(5) For canola, the price of damaged production and the local market price will be determined at the earlier of the date such quality adjusted production is sold or the date of final inspection for the unit subject to the following conditions:

(i) Discounts used to establish the price of damaged production will be limited to those that are usual, customary, and reasonable.

(ii) The price of damaged production will not be reduced for:

(A) Moisture content;

(B) Damage due to uninsured causes;

(C) Drying, handling, processing, or any other costs associated with normal harvesting, handling, and marketing of the canola; except, if the price of damaged production can be increased by conditioning, we may reduce the price of damaged production after the production has been conditioned by the cost of conditioning but not lower than the price of damaged production before conditioning. We may obtain prices of damaged production from any buyer of our choice. If we obtain prices of damaged production from one or more buyers located outside your local market area, we will reduce such price of damaged production by the additional costs required to deliver the canola to those buyers; or

(D) Erucic acid or glucosinolates in excess of the amount allowed under the definition of canola contained in the Official United States Standards for Grain; and

(iii) Factors not associated with grading under the Official United States Standards for Grain including, but not limited to protein and oil, will not be considered.

(e) Any production harvested from plants growing in the insured crop may be counted as production of the insured crop on an unadjusted weight basis.

For example:

You have 100 percent share in 25 acres of Fall Oleic Canola in a unit with a 650 pound production guarantee and a price election of $0.11 per pound. You are only able to harvest 14,700 pounds and there is no appraised production. Your indemnity would be calculated as follows:

(1) 25 acres x 650 pounds = 16,250 pounds of Fall Oleic Canola;
(2) 16,250 pounds x $0.11 price election = $1,788 value of guarantee for Fall Oleic Canola;
(3) 14,700 pounds x $0.11 price election = $1,617 total value of production to count for Fall Oleic Canola;
(4) $1,788 value of guarantee − $1,617 value of production to count = $171 value of loss; and
(5) $171 value of loss x 100 percent = $171 indemnity payment.

You also have a 100 percent share in 50 acres of Fall High Erucic Rapeseed in the same unit with a production guarantee of 750 pounds per acre and a price election of $0.15 per pound. You are only able to harvest 14,000 pounds and there is no appraised production. Your total indemnity for both Fall Oleic Canola and Fall High Erucic Rapeseed would be calculated as follows:

(1) 25 acres x 650 pounds = 16,250 pounds guarantee for the Fall Oleic Canola, and
50 acres x 750 pounds = 37,500 pounds guarantee for the Fall High Erucic Rapeseed;
(2) 16,250 pounds guarantee x $0.11 price election = $1,788 value of the guarantee for the Fall Oleic Canola, and
37,500 pounds guarantee x $0.15 price election = $5,625 value of the guarantee for the Fall High Erucic Rapeseed;
(3) $1,788 + $5,625 = $7,413 total value of the guarantees;
(4) 14,700 pound x $0.11 price election = $1,617 value of production to count for the Fall Oleic Canola, and
14,000 pounds x $0.15 price election = $2,100 value of production to count for the Fall High Erucic Rapeseed;
(5) $1,617 + $2,100 = $3,717 total value of production to count;
(6) $7,413 value of guarantee − $3,717 value of production = $3,696 loss; and
(7) $3,696 value of loss x 100 percent = $3,696 indemnity payment.

13. Late Planting.

In lieu of section 16(a) of the Basic Provisions, the production guarantee for each acre planted to the insured crop during the late planting period will be reduced by 1 percent per day for each day planted after the final planting date unless otherwise specified in the Special Provisions.

14. Prevented Planting.

In addition to the provisions contained in section 17 of the Basic Provisions, your prevented planting coverage will be 60 percent of your production guarantee for timely planted acreage. If you have limited or additional levels of coverage, as specified in 7 CFR part 400, subpart T, and pay an additional premium, you may increase your prevented planting coverage to the levels specified in the actuarial documents.

Signed in Washington, D.C., on December 11, 1997.

Suzette Dittrich,

Deputy Manager,

Federal Crop Insurance Corporation.

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BILLING CODE 3410–08–P

DEPARTMENT OF AGRICULTURE

Animal and Plant Health Inspection Service

9 CFR Part 94

[Docket No. 97–118–1]

Change in Disease Status of Luxembourg Because of BSE

AGENCY: Animal and Plant Health Inspection Service, USDA.

ACTION: Interim rule and request for comments.

SUMMARY: We are amending the regulations by adding Luxembourg to the list of regions where bovine spongiform encephalopathy (BSE) exists because the disease has been detected in a cow in that region. The effect of this action is to prohibit or restrict the importation of ruminants which have been in Luxembourg and certain fresh (chilled or frozen) meat, and certain other animal products and animal byproducts from ruminants which have been in Luxembourg. This action is necessary to reduce the risk that BSE could be introduced into the United States.

DATES: Interim rule effective December 2, 1997. Consideration will be given only to comments received on or before February 17, 1998.

ADDRESSES: Please send an original and three copies of your comments to Docket No. 97–118–1, Regulatory Analysis and Development, PPD, APHIS, Suite 3C03, 4700 River Road Unit 118, Riverdale, MD 20737–1238.