

# Proposed Rules

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This section of the FEDERAL REGISTER contains notices to the public of the proposed issuance of rules and regulations. The purpose of these notices is to give interested persons an opportunity to participate in the rule making prior to the adoption of the final rules.

## DEPARTMENT OF AGRICULTURE

### Federal Crop Insurance Corporation

#### 7 CFR Part 457

RIN 0563-AB91

#### Common Crop Insurance Regulations; Pecan Revenue Crop Insurance Provisions

**AGENCY:** Federal Crop Insurance Corporation, USDA.

**ACTION:** Proposed rule with request for comments.

**SUMMARY:** The Federal Crop Insurance Corporation (FCIC) proposes to add to 7 CFR part 457 a new § 457.167 that provides insurance for pecans. 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 pecan revenue pilot crop insurance program to a permanent insurance program for the 2005 and succeeding crop years.

**DATES:** Written comments and opinions on this proposed rule will be accepted until close of business April 9, 2004, and will be considered when the rule is to be made final. The comment period for information collections under the Paperwork Reduction of 1995 continues through May 10, 2004.

**ADDRESSES:** Interested persons are invited to submit written comments to the Director, Product Development Division, Risk Management Agency, United States Department of Agriculture, 6501 Beacon Drive, Stop 0812, Room 421, Kansas City, MO 64133-4676. Comments titled "Pecan Revenue Crop Insurance Provisions" may be sent via the Internet to [DirectorPDD@rm.fcic.usda.gov](mailto:DirectorPDD@rm.fcic.usda.gov), or the Federal eRulemaking Portal: Go to <http://www.regulations.gov>. Follow the online instructions for submitting comments. A copy of each response will be available for public inspection and copying from 7 a.m. to 4:30 p.m., c.s.t.,

Monday through Friday, except holidays, at the above address.

#### FOR FURTHER INFORMATION CONTACT:

Linda Williams, Risk Management Specialist, Research and Development, Product Development Division, Risk Management Agency, at the Kansas City, MO, address listed above, telephone (816) 926-7730.

#### SUPPLEMENTARY INFORMATION:

##### Executive Order 12866

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

##### Paperwork Reduction Act of 1995

Pursuant to the Paperwork Reduction Act of 1995 (44 U.S.C. 3501), the collections of information in this proposed rule have been approved by the Office of Management and Budget (OMB) under control number 0563-0057 through June 30, 2006.

##### Unfunded Mandates Reform Act of 1995

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

##### Executive Order 13132

It has been determined under section 1(a) of Executive Order 13132, Federalism, that this rule does not have sufficient implications to warrant consultation with the States. The provisions contained in this rule will not have a substantial direct effect on States, or on the relationship between the national government and the States, or on the distribution of power and responsibilities among the various levels of government.

##### Regulatory Flexibility Act

Federal Crop Insurance Corporation (FCIC) certifies that this regulation will not have a significant economic impact on a substantial number of small entities. Program requirements for the

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

##### Federal Assistance Program

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

##### Executive Order 12372

This program is not subject to the provisions of Executive Order 12372, which require intergovernmental consultation with State and local officials. See the notice related to 7 CFR part 3015, subpart V, published at 48 FR 29115, June 24, 1983.

##### Executive Order 12988

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

## Environmental Evaluation

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

## Background

FCIC offered a pilot crop insurance program for pecans beginning with the 1998 crop year in the states of Georgia, New Mexico, and Texas. The pilot program's duration was successfully completed and had a loss ratio of .30. In the 2001 crop year, 185 producers with 38,691 acres were insured under the pilot pecan revenue program.

FCIC intends to convert the pecan revenue pilot crop insurance program to a permanent crop insurance program beginning with the 2005 crop year. To effectuate this, FCIC proposes to amend the Common Crop Insurance regulations (7 CFR part 457), by adding a new section 457.167, Pecan Revenue Crop Insurance Provisions. These provisions will replace and supersede the current unpublished provisions that insure pecans under a pilot program status.

## List of Subjects in 7 CFR Part 457

Crop insurance, Pecan, Reporting and recordkeeping requirements.

## Proposed Rule

Accordingly, as set forth in the preamble, the Federal Crop Insurance Corporation proposes to amend 7 CFR part 457, Common Crop Insurance Regulations, for the 2005 and succeeding crop years as follows:

### PART 457—COMMON CROP INSURANCE REGULATIONS

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

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

2. Section 457.167 is added to read as follows:

#### § 457.167 Pecan revenue crop insurance provisions.

The Pecan Revenue Crop Insurance Provisions for the 2005 and succeeding crop years are as follows:

FCIC policies: United States Department of Agriculture, Federal Crop Insurance Corporation.

Reinsured policies: (Appropriate title for insurance provider).

Both FCIC and reinsured policies: Pecan Revenue Crop Insurance Provisions.

#### 1. Definitions

**AMS.** The Agricultural Marketing Service of the United States Department of Agriculture.

**Amount of insurance per acre.** The amount determined by multiplying your approved average revenue per acre by the coverage level percentage you elect.

**Average gross sales per acre.** Total value of in-shell pecans grown divided by your total acres of pecans during a crop year.

**Approved average revenue per acre.** The total of your average gross sales per acre (in-shell basis) based on at least the most recent consecutive four years of sales records building to ten years and dividing that result by the number of years of average gross sales per acre will be used to determine your total average gross sales per acre. If you provide more than four years of sales records, they must be either the most recent consecutive 6, 8, or 10 years of sales records. If you do not have at least four years of gross sales records, your approved average revenue will be the lowest available dollar span amount provided in the actuarial documents.

**Crop year.** The period beginning February 1 of the calendar year in which the pecan trees bloom and extending through January 31 of the year following such bloom, and will be designated by the calendar year in which the pecan trees bloom.

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

**Gross sales.** Total value of in-shell pecans grown during a crop year that is used to establish the average gross sales per acre.

**Harvest.** Collecting pecans from the orchard.

**Hedge.** The removal of vegetative growth from the tree to prevent overcrowding of pecan trees.

**Improved pecan varieties.** Pecan trees that have been grafted, are grown in a distinguishable planting pattern, and are maintained under a good farming practice.

**In-shell pecans.** Pecans as they are removed from the orchard with the nutmeats in the shell.

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

**Market price.** The average price per pound for in-shell pecans of the same variety or varieties insured offered by buyers in the area in which you normally market the pecans, but in any

case, not less than the actual price received for any sold production or, if the price you received or the average price per pound is inconsistent with the published AMS prices for similar quality pecans on the day you sold your pecans, the average of the AMS prices published during that week. If buyers are not available in your immediate area, we will use the average in-shell price per pound offered by the buyers nearest to your area.

**Net acres.** The insured acreage of pecans multiplied by your share.

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

**Scion.** Twig or portion of one plant that is grafted onto a stock of another.

**Sequentially thinned.** A method of systematically removing pecan trees for the purpose of improving sunlight penetration and maintaining the proper spacing necessary for continuous production.

**Set Out.** The transplanting of pecan trees into the orchard.

**Unimproved pecan varieties (Native and Seedlings).** All pecan trees that do not meet the definition of improved pecan varieties.

**Top work.** To graft scions of one pecan variety onto the tree or branch of another pecan variety.

**Two-year coverage module.** A two-crop-year subset of a continuous policy in which you agree to insure the crop for both years of the module and we agree to offer the same premium rate, amount of insurance per acre, coverage level, as long as all policy terms and conditions are met for each year of the coverage module, including the timely payment of premium, you have not done anything that would result in a revision to these terms, as specified in this policy, and there have not been any legislative changes that would affect the terms of this policy.

#### 2. Unit Division

In lieu of the definition of basic unit in section 1 of the Basic Provisions and section 34 of the Basic Provisions, a unit will be all insurable acreage of pecans in the county in which you have a share on the date coverage begins for the crop year.

#### 3. Insurance Guarantees and Coverage Levels for Determining Indemnities

In lieu of section 3 of the Basic Provisions the following applies:

(a) You may select only one coverage level for both years of the two-year coverage module for all pecans in the county. By giving us written notice, you may change the coverage level for the succeeding two-year coverage module

not later than the sales closing date of the next two-year coverage module.

(b) For coverage in excess of catastrophic risk protection, your insurance guarantee will be determined by multiplying your amount of insurance per acre by the number of net acres.

(c) For coverage under the Catastrophic Risk Protection Endorsement, your insurance guarantee equals your approved average revenue multiplied by the percentage listed in the Special Provisions and multiplied by the net acres.

(d) Your amount of insurance per acre will remain the same as stated in the Summary of Coverage for each year of the two-year coverage module unless:

(1) You sequentially thin more than 12.5 percent of your total insured acres, which will result in your average gross sales for those acres thinned being multiplied by a factor of .70 for the first year after thinning, multiplied by a factor of .85 for the second year after thinning, and no reduction following the second harvest after sequentially thinning.

(2) You increase the previous year's insured acreage by more than 12.5 percent, which will result in the recalculation of your approved average revenue using the sales records for the added acreage or, if such sales records are not available for the added acreage, the lowest available dollar span amount provided in the actuarial documents will apply to the added acreage.

(3) You take any other action that may reduce your gross sales below your approved average revenue, which will result in an adjustment to your approved average revenue to conform to the amount of the reduction in gross sales expected from the action.

(e) If you remove a contiguous block of trees from the unit, your insurable acreage will be reduced by the number of acres of trees that have been removed.

(f) You must report your gross sales to us for each year of the two-year coverage module on or before the acreage reporting date for the first year of the next two-year coverage module. If you do not report your gross sales in accordance with this paragraph, we will assign a gross sales amount for any year you fail to report. The gross sales amount assigned by us will not be more than 75 percent of the approved average revenue used to determine your amount of insurance per acre for the current coverage module. The sales reports or your assigned gross sales amount will be used to compute your sales history for the next two-year coverage module. If you filed a claim for any year, the value of harvested production and appraised

potential production used to determine your indemnity payment will be the gross sales for that year.

(g) Hail and fire coverage may be excluded from the covered causes of loss for this insurance plan only if additional coverage is selected.

(h) Any person may sign any document relative to pecan crop insurance coverage on behalf of any other person covered by this policy provided that person has a properly executed power of attorney or such other legally sufficient document authorizing such person to sign.

#### 4. Contract Changes

In lieu of the provisions contained in section 4 of the Basic Provisions:

(a) We may change the terms of your coverage under this policy between any two-year coverage module. Any change to your policy within a two-year coverage module may only be done in accordance with this policy.

(b) Any changes in policy provisions, amounts of insurance, premium rates, and program dates (except as allowed herein or as specified in section 3) can be viewed on the RMA Web site at <http://www.rma.usda.gov/> or a successor Web site not later than the contract change date contained in these Crop Provisions. We may only revise this information after the contract change date to correct clear errors.

(c) The contract change date is October 31 preceding the next two-year coverage module.

(d) After the contract change date, all changes specified in section 4(b) will also be available upon request from your crop insurance agent. You will be provided, in writing, a copy of the changes to the Basic Provisions, Crop Provisions, and a copy of the Special Provisions not later than 30 days prior to the cancellation date. Acceptance of the changes will be conclusively presumed in the absence of notice from you to change or cancel your insurance coverage by the sales closing date at the end of the two-year coverage module.

#### 5. Life of Policy, Cancellation and Termination Dates

(a) In lieu of section 2(a) of the Basic Provisions, this is a continuous policy with a two-year coverage module and will remain in effect for subsequent two-year coverage module, unless canceled in accordance with the terms of this policy or terminated by the operation of this policy.

(b) In lieu of section 2(c) of the Basic Provisions, after acceptance of your application, you may not cancel this policy during the initial two-year coverage module. Thereafter, the policy

will continue in force for each succeeding two-year coverage module unless canceled or terminated in accordance with the terms of this policy.

(c) In lieu of section 2(d) of the Basic Provisions, this contract may be canceled by either you or us for the next two-year coverage module by giving written notice on or before the cancellation date.

(d) Your policy may be terminated before the end of the two-year coverage module if you are determined to be ineligible to participate in any crop insurance program authorized under the Act in accordance with section 2(e) of the Basic Provisions or 7 CFR part 400, subpart U.

(e) The cancellation date is January 31 of the second crop year of each two-year coverage module.

(f) The termination date is January 31 of each crop year.

#### 6. Report of Acreage

(a) In addition to the requirements of section 6 of the Basic Provisions you must report, by the acreage reporting date designated in the Special Provisions:

(1) Any damage to trees, removal of trees, change in practices, sequential thinning in excess of 12.5 percent of your insured acreage or any other action that may reduce the gross sales below the approved average revenue upon which the amount of insurance per acre 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) Any acreage that is excluded under sections 8 or 9; and

(5) Your gross sales receipts as required under section 3(f);

(b) If you fail to notify us of any circumstance stated in section 6(a)(1) that may reduce your gross sales from previous levels, we will reduce your insurance guarantee to an amount to reflect the reduction, or gross sales, at any time that we become aware of the circumstance.

#### 7. Annual Premium and Administrative Fees

In addition to the requirements of section 7 of the Basic Provisions, the premium and administrative fees are due annually for each year of the two-year insurance period, except no premium will be due if you elect catastrophic risk protection.

#### 8. Insured Crop

In accordance with section 8 of the Basic Provisions, the crop insured will

be all the pecans in the county for which a premium rate is provided by the actuarial documents:

- (a) In which you have a share;
- (b) That are grown for harvest as pecans;
- (c) That are grown in an orchard that, if inspected, is considered acceptable by us;
- (d) That are grown on trees that have reached at least the 12th growing season after either being set out or replaced by transplants, or that are in at least the 5th growing season after top work and have produced at least 600 pounds of pecans in-shell per acre in at least one year after having been grafted;
- (e) That are grown in a distinguishable planting pattern except as authorized by section 9(a);
- (f) That are not grown on trees that are or have been hedged, unless allowed by the Special Provisions or by written agreement; and
- (g) That are in an orchard that consists of a minimum of one (1) contiguous acre, unless allowed by written agreement.

#### 9. Insurable Acreage

(a) In addition to the requirements of section 9 of the Basic Provisions, the insurable acreage will consist of all reported acreage of improved pecan varieties with less than 10 percent of the acreage being unimproved pecan varieties. Unless allowed by the Special Provisions, acreage in which more than 10 percent of the total acreage is unimproved pecan varieties will be insurable only by written agreement.

(b) In lieu of the provisions in section 9 of the Basic Provisions that prohibit insurance attaching to a crop planted with another crop, pecans interplanted with another perennial crop are insurable if allowed by the Special Provisions or by written agreement.

#### 10. Insurance Period

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

(1) Coverage begins on February 1 of each crop year. However, for the year of application, we will inspect all pecan acreage and will notify you of the acceptance or rejection of your application not later than 30 days after the sales closing date. If we fail to notify you by that date, your application will be accepted unless other grounds exist to reject the application, as specified in section 2 of the Basic Provisions or the application. 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 is January 31 of the crop year.

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

(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 pecans 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.

#### 11. Causes of Loss

(a) In lieu of the first sentence of section 12 of the Basic Provisions, insurance is provided against an unavoidable decline in revenue due to the following causes of loss that occur within the insurance period:

- (1) Adverse weather conditions;
- (2) Fire, unless weeds and other forms of undergrowth have not been controlled or pruning debris has not been removed from the orchard;
- (3) Insects, but not damage due to insufficient or improper application of pest control measures;
- (4) Plant disease, but not due to insufficient or improper application of disease control measures;
- (5) Wildlife;
- (6) Earthquake;
- (7) Volcanic eruption;
- (8) Failure of the irrigation water supply, if caused by a cause of loss specified in section 11(a)(1) through (7); or
- (9) Decline in market price;

(b) In addition to the causes of loss excluded in section 12 of the Basic Provisions, we will not insure against damage or loss of production due to the inability to market the pecans for any reason other than actual physical damage from an insurable cause specified in this section. For example, we will not pay you an indemnity if you are unable to market due to quarantine,

boycott, or refusal of any person to accept production.

#### 12. Duties in the Event of Damage or Loss

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

- (a) You must notify us within 3 days of the date harvest should have started if the crop will not be harvested.
- (b) You must notify us at least 15 days before any production will be sold by direct marketing. We will conduct an appraisal that will be used to determine your production to count for production that is sold by direct marketing. If damage occurs after this appraisal, we will conduct an additional appraisal. These appraisals, and any acceptable records provided by you, will be used to determine the dollar value of your production to count. Failure to give timely notice that production will be sold by direct marketing will result in an appraised dollar value of production to count that is not less than the amount of insurance per acre for the direct-marketed acreage if such failure results in our inability to make the required appraisal.
- (c) If you intend to claim an indemnity, you must notify us at least 15 days prior to the beginning of harvest, or immediately if a loss occurs during harvest, so that we may inspect the damaged production.
- (d) You must not sell, destroy or dispose of the damaged crop until after we have given you written consent to do so.
- (e) If you fail to meet the requirements of this section, and such failure results in our inability to inspect the damaged production, all such production will be considered undamaged and included as production to count.

(f) If you fail to meet the requirements of this section, and such failure results in our inability to inspect the damaged production, all such production will be considered undamaged and included as production to count.

#### 13. Settlement of Claim

(a) Indemnities will be calculated for each year in the two year coverage module.

(b) We will determine your loss on a unit basis.

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

- (1) Multiplying the amount of insurance per acre by the net acres of the insured pecans;
- (2) Subtracting the dollar value of the total production to count as determined in section 13(d) from the result of 13(c)(1);
- (i) For other than catastrophic risk protection coverage, the total dollar value of the total production to count determined in accordance with section 13(d); or

(ii) For catastrophic risk protection coverage, the result of multiplying the total dollar value of the total production

to count determined in accordance with section 13(d) by 55 percent; and  
For example:

#### PECAN REVENUE EXAMPLE

| Year                                     | Acres | Average pounds per acre | Average gross sales per acre |
|------------------------------------------|-------|-------------------------|------------------------------|
| 1996 .....                               | 100   | 750                     | \$1,050                      |
| 1995 .....                               | 100   | 625                     | 625                          |
| 1994 .....                               | 100   | 200                     | 250                          |
| 1993 .....                               | 100   | 1250                    | 750                          |
| Total Average Gross Sales Per Acre ..... | ..... | .....                   | \$2,675                      |

The approved average revenue equals the total average gross sales per acre divided by the number of years ( $\$2,675 \div 4 = \$669$ ).

The amount of insurance per acre equals the approved average revenue multiplied by the coverage level percent ( $\$669 \times .65 = \$435$ ).

Assume the insured produced 400 pounds of pecans per acre with an average price of \$0.75 per pound (400 pounds  $\times$  \$0.75  $\times$  100 net acres = \$30,000 total dollar value of production to count).

The indemnity would be:

The Amount of Insurance per acre multiplied by the net acres minus the dollar value of the total production to count equals the dollar amount of indemnity ( $\$435 \times 100 = \$43,500.00 - \$30,000.00 = 13,500$ ).

(d) The dollar value of the total production to count from all insurable acreage will include:

(1) The value of all appraised production as follows:

(i) Not less than your insurance guarantee for acreage;

(A) That is abandoned;

(B) That is sold by direct marketing if you fail to meet the requirements contained in section 12;

(C) That is damaged solely by uninsured causes;

(D) For which no sales records or unacceptable sales records are provided to us;

(ii) Production lost due to uninsured causes;

(iii) Unharvested production;

(iv) Potential production on insured acreage that you intend to abandon or no longer care for, if you and we agree on the appraised amount of production. Upon such agreement, the insurance period for that acreage will end. If you do not agree with our appraisal, we may defer the claim only if you agree to continue to care for the crop. We will then make another appraisal when you notify us of further damage or that harvest is general in the area unless you harvested the crop, in which case we will use the harvested production. If you do not continue to care for the crop, our appraisal made prior to deferring the claim will be used to determine the value of production to count; and  
(v) The market price, as determined by us, will be used to value all appraised production in section 13(d)(1).

(2) The total dollar value of all harvested production from the insurable acreage will be:

(i) The dollar amount obtained by multiplying the number of pounds of

pecans sold by the actual price received; and

(ii) The dollar amount obtained by multiplying the number of pounds of harvested, but not sold production, by the market price as determined by us.

#### 14. Late and Prevented Planting

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

Signed in Washington, DC, on March 1, 2004.

**Ross J. Davidson, Jr.,**

*Manager, Federal Crop Insurance Corporation.*

[FR Doc. 04-5238 Filed 3-9-04; 8:45 am]

BILLING CODE 3410-08-P

## DEPARTMENT OF TRANSPORTATION

### Federal Aviation Administration

#### 14 CFR Part 39

[Docket No. 2004-CE-03-AD]

RIN 2120-AA64

#### Airworthiness Directives; Cessna Aircraft Company Models 172R, 172S, 182S, 182T, T182T, 206H, and T206H Airplanes

**AGENCY:** Federal Aviation Administration (FAA), DOT.

**ACTION:** Notice of proposed rulemaking (NPRM).

**SUMMARY:** The FAA proposes to supersede Airworthiness Directive (AD) 2003-24-13, which applies to certain Cessna Aircraft Company (Cessna) Models 172R, 172S, 182S, 182T, T182T, 206H, and T206H airplanes that are

equipped with a certain Honeywell KAP 140 autopilot computer system installed on the center instrument control panel near the throttle. AD 2003-24-13 currently requires you to install an update to the operating software of certain KAP 140 autopilot computer system, change the unit's part number, and change the software modification identification tab. This proposed AD is the result of the FAA inadvertently omitting four affected Honeywell KAP 140 autopilot computer system part numbers and an affected airplane serial number from the applicability section of AD 2003-24-13. This proposed AD retains the actions required in AD 2003-24-13, corrects the applicability section, and incorporates a revised installation bulletin issued by Honeywell.

**DATES:** We must receive any comments on this proposed AD by May 10, 2004.

**ADDRESSES:** Use one of the following to submit comments on this proposed AD:

- *By mail:* FAA, Central Region, Office of the Regional Counsel, Attention: Rules Docket No. 2004-CE-03-AD, 901 Locust, Room 506, Kansas City, Missouri 64106.
- *By fax:* (816) 329-3771.
- *By e-mail:* 9-ACE-7-Docket@faa.gov.

Comments sent electronically must contain "Docket No. 2004-CE-03-AD" in the subject line. If you send comments electronically as attached electronic files, the files must be formatted in Microsoft Word 97 for Windows or ASCII.

You may get the service information identified in this proposed AD from Cessna Aircraft Company, Product Support, P.O. Box 7706, Wichita, Kansas 67277; telephone: (316) 517-5800; facsimile: (316) 942-9006 and Honeywell, Business, Regional, and