notifies prospective purchasers about the exemption and its subject. Under § 555.9(c), this information must also be included on the vehicle’s certification label.5

In consideration of the foregoing, we conclude that granting the requested exemption from FMVSS No. 126, Electronic Stability Control Systems, would facilitate the field evaluation or development of a low-emission vehicle, and would not unreasonably lower the safety or impact protection level of that vehicle. We further conclude that granting this exemption would be in the public interest and consistent with the objectives of the Safety Act.

In accordance with 49 U.S.C. 30113(b)(3)(B)(iii), Wheego is granted NHTSA Temporary Exemption No. EX 12–01 from FMVSS No. 126. The exemption is for a total of no more than 165 LiFe model vehicles and shall be effective from the date on which notice of this decision is published in the Federal Register until December 31, 2012, as indicated in the DATES section of this document.


Issued on: August 2, 2012.

Ronald L. Medford,
Deputy Administrator.

[FR Doc. 2012–19642 Filed 8–9–12; 8:45 am]
BILLING CODE 4910–59–P

DEPARTMENT OF TRANSPORTATION
Surface Transportation Board

Docket No. AB 314 (Sub-No. 5X)

Chicago Central and Pacific Railroad Company—Abandonment Exemption—
in Cook County, IL

Chicago Central and Pacific Railroad Company (CCP) has filed a verified notice of exemption under 49 CFR part 1152 subpart F—Exempt Abandonments to abandon a 1.59-mile line of railroad between milepost 11.88 and milepost 13.47, in North Riverside, Cook County, Ill. The line traverses United States Postal Service Zip Codes 60546 and 60130.

CCP has certified that: (1) No local traffic has moved over the line for the past two years; (2) there is no overhead traffic on the line to be rerouted over other lines; (3) no formal complaint filed by a user of rail service on the line (or by a state or local government entity acting on behalf of such user) regarding

5 The Board will grant a stay if an informed decision on environmental issues (whether raised by a party or by the Board’s Office of Environmental Analysis (OEA) in its independent investigation) cannot be made before the exemption’s effective date. See Exemption of Out-of-Serv. Rail Lines, 5 I.C.C.2d 377 (1989). Any request for a stay should be filed as soon as possible so that the Board may take appropriate action before the exemption’s effective date.

6 CCP states that it is not the owner of the underlying right-of-way (ROW) and it believes that the ROW would not be of interest to the state or any other entity as a highway or mass transportation line or other similar public use because the ROW is located in a highly developed urban area with a mature roadway system.

6002.2(f)(25).

The Board will grant a stay if an informed decision on environmental issues (whether raised by a party or by the Board’s Office of Environmental Analysis (OEA) in its independent investigation) cannot be made before the exemption’s effective date. See Exemption of Out-of-Serv. Rail Lines, 5 I.C.C.2d 377 (1989). Any request for a stay should be filed as soon as possible so that the Board may take appropriate action before the exemption’s effective date.

Each OEA must be accompanied by the filing fee, which is currently set at $1,500. See 49 CFR 6002.2(f)(25).

The Board will grant a stay if an informed decision on environmental issues (whether raised by a party or by the Board’s Office of Environmental Analysis (OEA) in its independent investigation) cannot be made before the exemption’s effective date. See Exemption of Out-of-Serv. Rail Lines, 5 I.C.C.2d 377 (1989). Any request for a stay should be filed as soon as possible so that the Board may take appropriate action before the exemption’s effective date.

Each OEA must be accompanied by the filing fee, which is currently set at $1,500. See 49 CFR 6002.2(f)(25).
(2012 Decision) and modified on May 15, 2012. Under 49 U.S.C. 13501, 13531, and 14706(f)(2), the Board is charged with oversight of certain motor carrier tariffs (the published rates that interstate movers of household goods charge for the services they offer). More specifically, the Interstate Commerce Act requires that such a mover offer what are known as “full-value” rates, which are rates under which the mover will be liable for the full value of any lost or damaged cargo. Full-value has been defined by statute to mean the “replacement value” of the goods (the cost to the consumer to replace the items lost or damaged (49 CFR 375.201)). Additionally, the Board and its predecessor agency, the Interstate Commerce Commission, have authorized moving companies to offer consumers a lower, “released” rate under which the carrier is released from full liability for lost or damaged cargo and assumes less than the statutory level of cargo liability for an interstate move.

In its 2011 Decision and notice (76 FR 5,431), the Board issued preliminary regulations implementing a Congressional directive to enhance regulations implementing a 5,431), the Board issued preliminary

**Description of Collections**

**Title:** Disclosure of released rates. OMB Control Number: 2140–NEW. STB Form Number: None.

**Type of Review:** Existing collections in use without an OMB control number.

**Respondents:** Household goods movers that desire to offer a rate limiting their liability on interstate moves to anything less than replacement value of the goods.

**Number of Respondents:** 4,500 (approximate number of motor carriers and freight forwarders involved in authorized for-hire household goods carriage in the United States according to AMSA (American Moving and Storage Association).

**Frequency:** One time. (Movers need only modify the standard documents that they already distribute.)

**Total Burden Hours** (annually including all respondents): We estimate that 15 of the approximately 4,500 household goods movers are large firms that print their own forms and that it will take each of these large firms no more than 24 hours to produce the modified forms, resulting in a total start-up burden of 360 hours (24 x 15).

Annualized over the three years covered by OMB’s approval, this results in an annual burden of 120 hours. The household goods carrier already knows its released rate. It is merely adding that rate to a document that it already distributes to the customer.

**Total “Non-hour Burden” Cost:** There will be a startup cost to the remaining approximately 4485 movers/freight forwarders that are small companies that will use the services of a professional printer to replace their existing stock of outdated forms (estimated at 500 copies). This cost is expected to be $460 per mover, based on information supplied by the American Moving & Storage Association.

Therefore, the total non-hour burden cost is estimated at a one-time expense of $2,063,100. Annualized over the three years covered by OMB’s approval, this results in an annual burden of $687,700.

**Needs and Uses:** Moving companies must inform consumers of their rights and obtain a signed waiver if the consumer elects anything other than full-value protection. See Released Rates of Motor Common Carriers of Household Goods, RR 999 (Amendment No. 4) (STB served June 13, 2007).

Previously, consumers were sometimes confused and did not realize that they had waived full value protection until after they had experienced damage to or loss of their goods. The information collection that is the subject of this notice is intended to correct this problem by providing early notice regarding the two liability options (full-value protection and the lower released-rate protection), as well as adequate time and information to help consumers decide which option to choose.

**DATES:** Comments on this information collection should be submitted by October 9, 2012.

**ADDRESSES:** Direct all comments to Marilyn Levitt, Surface Transportation Board, 395 E Street SW., Washington, DC 20433–0001, or to levittm@stb.dot.gov. When submitting comments, please refer to “Paperwork Reduction Act Comments, Motor Carrier Released Rates.”

**FOR FURTHER INFORMATION CONTACT:** Marilyn Levitt at (202) 245–0269 or at levittm@stb.dot.gov. [Assistance for the hearing impaired is available through the Federal Information Relay Service (FIRS) at 1–800–877–8339.]

**SUPPLEMENTARY INFORMATION:** Under the PRA, a Federal agency conducting or sponsoring a collection of information must display a currently valid OMB control number. A collection of information, which is defined in 44 U.S.C. 3502(3) and 5 C.F.R. 1320.3(c), includes agency requirements that persons submit reports, keep records, or provide information to the agency, third parties, or the public. Under § 3506(c)(2)(A) of the PRA, Federal agencies are required to provide, prior to an agency’s submitting a collection to OMB for approval, a 60-day notice and comment period through publication in the Federal Register concerning each proposed collection of information, including each proposed extension of an existing collection of information.

**Dated:** August 6, 2012.

Jeffrey Herzig,
Clearance Clerk.

**Appendix 1**

**Notice Required on Estimate Form/Computer Screen**

The following notice shall be placed in a prominent place, in at least 12-point type, on a moving company’s required written estimate (if printed). If the estimate is provided electronically, this statement must be of a size that, when printed on 8 by 12 inch paper, equates to 12-point type.
WARNING: If a moving company loses or damages your goods, there are 2 different standards for the company’s liability based on the types of rates you pay. BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for FAR LESS than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read “Your Rights and Responsibilities When You Move,” provided by the moving company, and seek further information at the government Web site www.protectyourmove.gov.

Appendix 2
Valuation Statement Required on Bill of Lading

The following notice shall be placed in a prominent place, in at least 10-point type, on a moving company’s required bill of lading (if printed). If the bill of lading is provided electronically, this statement must be of a size that, when printed on 8 by 12 inch paper, equates to 10-point type.

REQUIRED VALUATION CLAUSE AND ESTIMATE OF COST OF SHIPMENT AT FULL-VALUE PROTECTION

THE CONSUMER MUST SELECT ONE OF THESE OPTIONS FOR THE CARRIER’S LIABILITY FOR LOSS OR DAMAGE TO YOUR HOUSEHOLD GOODS

CUSTOMER’S DECLARATION OF VALUE

THIS IS A STATEMENT OF THE LEVEL OF CARRIER LIABILITY—IT IS NOT INSURANCE

Option 1:
The Cost Estimate that you receive from your mover MUST INCLUDE Full (Replacement) Value Protection for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Value level of protection, you must complete the WAIVER of Full (Replacement) Value Protection shown below.

Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed, or damaged while in your mover’s custody, your mover will, at its option, either: 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to $6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of $6,000. Under this option, the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment.

If you wish to declare a higher value for your shipment than these default amounts, you must indicate that value here. Declaring a higher value may increase the valuation charge in your cost estimate.

The Total Value of my shipment is:

(to be provided by customer)

Dollar Estimate of the cost of your move at Full (Replacement) Value Protection:

(to be provided by carrier)

I acknowledge that for my shipment I have:

1) ACCEPTED the Full (Replacement) Level of protection included in this estimate of charges, and declared a higher Total Value of my shipment (if appropriate); and 2) received a copy of the “Your Rights and Responsibilities When You Move” brochure explaining these provisions.

X Customer’s signature

Date

Option 2:
WAIVER of Full (Replacement) Value Protection. This lower level of protection is provided at no additional cost beyond the base rate; however, it provides only minimal protection that is considerably less than the average value of household goods. Under this option, a claim for any article that may be lost, destroyed, or damaged while in your mover’s custody will be settled based on the weight of the individual article multiplied by 60 cents. For example, the settlement for an audio component valued at $1,000 that weighs 10 pounds would be $6.00 (10 pounds times 60 cents).

Dollar Estimate of the cost of your move under the 60-cents option:

COMPLETE THIS PART ONLY if you wish to WAIVE The Full (Replacement) Level of Protection included in the higher cost estimate provided [above] [on the prior page] for your shipment and instead select the LOWER Released Value of 60-cents-per-pound Per Article; to do so you must initial and sign on the lines below.

I wish to Release My Shipment to a Maximum Value of 60-cents-per-pound per Article.

[Initials]

I acknowledge that for my shipment I have:

1) WAIVED the Full (Replacement) Level of protection, for which I have received an estimate of charges, and 2) received a copy of the “Your Rights and Responsibilities When You Move” brochure explaining these provisions.

X Customer’s signature

Date

Appendix 3

(Optional language that carriers may choose to include in the Required Valuation Clause printed in Appendix 2)

Deductibles
You may also select one of the following deductible amounts under the Full (Replacement) Value level of liability that will apply for your shipment. (If you do not make a selection, the “No Deductible” level of full value protection that is included in your cost estimate will apply):

[List here all deductibles offered, with a space to fill in the estimate of cost of a full value move at that deductible filled in]

Amount of Deductible and (Estimate of Total Cost Move)

Customer to write initials beside selected of deductible

$0 Deductible ( ) ............................................................

$XXX Deductible ( ) .........................................................

$XXX Deductible ( ) .........................................................

$XXX Deductible ( ) .........................................................

And so on.

Declaration of Article(s) of Extraordinary (Unusual) Value
I acknowledge that I have prepared and retained a copy of the “Inventory of Items Values in Excess of $100 Per Pound per Article” that are included in my shipment and that I have given a copy of this inventory to the mover’s representative. I also acknowledge that the mover’s liability for loss of or damage to any article valued in excess of $100 per pound will be limited to $100 per pound for each pound of such lost or damaged article(s) (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage may be made, on the attached inventory.

X Customer’s signature

Date

Appendix 4

The following notice shall be placed on the bill of lading for household goods shipments involving a motor carrier segment and an ocean segment.

The provisions of the Carriage of Goods by Sea Act and/or of 49 U.S.C. 14706(f)(2) (a provision in the Interstate Commerce Act) permit us to offer “released” rates (reduced rates under which you will not be fully reimbursed if your shipment is lost, damaged, or destroyed), but they also require
that we offer rates that will better protect a consumer in the event of loss or damage to a shipment. Under the rates offered here, your reimbursement in the event of loss will be limited to

We also offer higher levels of protection (at higher rates). Signing this document below indicates that you agree to pay and be bound by the terms of the released, limited-recovery rates.

X

Customer’s signature

Date

[FR Doc. 2012–19596 Filed 8–9–12; 8:45 am]

BILLING CODE 4915–01–P

DEPARTMENT OF TRANSPORTATION

Surface Transportation Board

[Docket No. FD 35637]

Watco Holdings, Inc.—Continuance in Control Exemption—Pecos Valley Permian Railroad, L.L.C. d/b/a Pecos Valley Southern Railway Company

Watco Holdings, Inc. (Watco), a noncarrier, has filed a verified notice of exemption pursuant to 49 CFR 1180.2(d)(2) to continue in control of Pecos Valley Permian Railroad, L.L.C. d/b/a Pecos Valley Southern Railway Company (PVR), upon PVR’s becoming a Class III railroad carrier. Watco owns, indirectly, 100 percent of the issued and outstanding stock of PVR, a Texas limited liability company.

This transaction is related to a concurrently filed verified notice of exemption in Pecos Valley Permian Railroad, L.L.C. d/b/a Pecos Valley Southern Railway—Lease Exemption—Pecos Valley Southern Railway, Docket No. FD 35636, wherein Watco seeks Board approval to lease and operate approximately 24 miles of rail line located between milepost 0.0 at Pecos, Tex., and milepost 24.0, north of Saragosa, Tex., that Watco owns.

The transaction may be consummated on or after August 26, 2012, the effective date of the exemption (30 days after the notice of exemption was filed).

Watco is a Kansas corporation that currently controls, indirectly, one Class II rail carrier, operating in two states, and 25 Class III rail carriers, operating in 21 states. For a complete list of these rail carriers, and the states in which they operate, see Watco’s notice of exemption filed on July 27, 2012.

Watco represents that: (1) The rail lines to be operated by PVR do not connect with any of the rail lines operated by the carriers in the Watco corporate family; (2) the continuance in control is not a part of a series of anticipated transactions that would result in such a connection; and (3) the transaction does not involve a Class I carrier. Therefore, the transaction is exempt from the prior approval requirements of 49 U.S.C. 11323. See 49 CFR 1180.2(d)(2).

Watco states that the purpose of the transaction is to reduce overhead expenses, coordinate billing, maintenance, mechanical, and personnel policies and practices of its rail carrier subsidiaries and thereby improve the overall efficiency of rail service provided by the railroads in the Watco corporate family.

Under 49 U.S.C. 10502(g), the Board may not use its exemption authority to relieve a rail carrier of its statutory obligation to protect the interests of its employees. Because the transaction involves the control of one Class II and one or more Class III rail carriers, the transaction is subject to the labor protection requirements of 49 U.S.C. 11326(b) and Wisconsin Central Ltd.—Acquisition Exemption—Lines of Union Pacific Railroad, 2 S.T.B. 218 (1997).

If the verified notice contains false or misleading information, the exemption is void ab initio. Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the effectiveness of the petition. Petitions for stay must be filed by August 17, 2012 (at least seven days before the exemption becomes effective).

An original and 10 copies of all pleadings, referring to Docket No. FD 35637, must be filed with the Surface Transportation Board, 395 E Street SW., Washington, DC 20423–0001. In addition, a copy of each pleading must be served on Karl Morell, Ball Janik LLP, 655 Fifteenth Street NW., Suite 225, Washington, DC 20005.

Board decisions and notices are available on our Web site at www.stb.dot.gov.

Decided: August 6, 2012.

By the Board, Rachel D. Campbell, Director, Office of Proceedings.

Jeffrey Herzig.

Clearance Clerk.

[FR Doc. 2012–19651 Filed 8–9–12; 8:45 am]

BILLING CODE 4915–01–P

DEPARTMENT OF TRANSPORTATION

Surface Transportation Board

[Docket No. FD 35636]

Pecos Valley Permian Railroad, L.L.C. d/b/a Pecos Valley Southern Railway Company—Lease Exemption—Pecos Valley Southern Railway Company

Pecos Valley Permian Railroad, L.L.C. d/b/a Pecos Valley Southern Railway Company (PVR), a noncarrier, has filed a verified notice of exemption pursuant to 49 CFR 1150.31 to lease from the Pecos Valley Southern Railway Company (PVS) and operate 24 miles of rail line located between milepost 0.0 at Pecos, Tex., and milepost 24.0, north of Saragosa, Tex.

This transaction is related to a concurrently filed verified notice of exemption in Watco Holdings, Inc.—Continuance in Control Exemption—Pecos Valley Permian Railroad, L.L.C. d/b/a Pecos Valley Southern Railway, Docket No. FD 35637, wherein Watco seeks Board approval to continue in control of PVR upon PVR’s becoming a Class III railroad carrier.

As a result of this transaction, PVR will provide common carrier railroad service over the rail lines owned by PVS between Pecos and Saragosa. PVR states that the lease agreement between PVS and PVR will not contain any interchange commitments.

PVR certifies that its projected annual revenues as a result of this transaction will not result in PVR’s becoming a Class II or Class I rail carrier and further certifies that its projected annual revenues will not exceed $5 million.

The transaction is expected to be consummated on or after August 26, 2012, the effective date of the exemption (30 days after the notice of exemption was filed).

If the verified notice contains false or misleading information, the exemption is void ab initio. Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the effectiveness of the exemption. Petitions for stay must be filed by August 17, 2012 (at least seven days before the exemption becomes effective).

An original and 10 copies of all pleadings, referring to Docket No. FD 35637, must be filed with the Surface Transportation Board, 395 E Street SW., Washington, DC 20423–0001. In addition, a copy of each pleading must be served on Karl Morell, Ball Janik LLP, 655 Fifteenth Street NW., Suite 225, Washington, DC 20005.

By the Board, Rachel D. Campbell, Director, Office of Proceedings.

Jeffrey Herzig.

Clearance Clerk.

[FR Doc. 2012–19596 Filed 8–9–12; 8:45 am]