

vehicle." Mr. Quastad reported that he has driven straight trucks for 28 years, accumulating 560,000 miles and tractor-trailer combinations for 24 years, accumulating 600,000 miles. He holds a Class A CDL from Iowa. His driving record for the last 3 years shows no crashes and no convictions for moving violations in a CMV.

*John E. Rains*

Mr. Rains, 41, has had amblyopia in his left eye since childhood. The best corrected visual acuity in his right eye is 20/15 and in the left, 20/80. Following an examination in 2008 his ophthalmologist noted, "In my opinion, Mr. Rains has sufficient vision to perform driving tasks required to operate a commercial vehicle." Mr. Rains reported that he has driven straight trucks for 19 years, accumulating 380,000 miles. He holds an operator's license from Washington. His driving record for the last 3 years shows no crashes and no convictions for moving violations in a CMV.

*James D. St. Peter*

Mr. St. Peter, 43, has had optic nerve atrophy in his right eye since birth. The best corrected visual acuity in his right eye is 20/100 and in the left, 20/20. Following an examination in 2008, his optometrist noted, "Yes, I certify that James St. Peter has sufficient vision to operate and do tasks of driving a commercial vehicle on the highway." Mr. St. Peter reported that he has driven straight trucks for 10 years, accumulating 300,000 miles and tractor-trailer combinations for 8 years, accumulating 307,200 miles. He holds a Class A CDL from North Carolina. His driving record for the last 3 years shows no crashes and no convictions for moving violations in a CMV.

*Michael Sutton*

Mr. Sutton, 50, has loss of vision in his right eye due to a traumatic injury sustained in 1981. The visual acuity in his right eye is 20/400 and in the left, 20/25. Following an examination in 2008 his optometrist noted, "In my medical opinion, you do have sufficient vision to perform the driving tasks required to operate a commercial vehicle." Mr. Sutton reported that he has driven straight trucks for 18 years, accumulating 225,000 miles. He holds a Class D operator's license from Alabama. His driving record for the last 3 years shows one crash, for which he was not cited, and no convictions for moving violations in a CMV.

*Sylvester Silver*

Mr. Silver, 53, has a prosthetic left eye due to a traumatic injury sustained as a child. The visual acuity in his right eye is 20/20. Following an examination in 2008, his optometrist noted, "Mr. Silver's current ocular health and visual fields is excellent. His present visual status is sufficient to perform the driving tasks required to operate a commercial vehicle." Mr. Silver reported that he has driven buses for 18 years, accumulating 1.2 million miles. He holds a Class B CDL from Virginia. His driving record for the last 3 years shows no crashes and no convictions for moving violations in a CMV.

*Wade D. Taylor*

Mr. Taylor, 46, has a prosthetic left eye. The best corrected visual acuity in his right eye is 20/20. Following an examination in 2008, his optometrist noted, "At this time, I have educated Mr. Taylor of the findings of today's exam and have found that his vision is sufficient to perform the driving tasks required to operate a commercial vehicle." Mr. Taylor reported that he has driven straight trucks for 3 years, accumulating 84,000 miles. He holds a Class E operator's license from Missouri. His driving record for the last 3 years shows no crashes and no convictions for moving violations in a CMV.

*William R. Thomas*

Mr. Thomas, 57, has loss of vision in his left eye due to a traumatic injury sustained as a child. The best corrected visual acuity in his right eye is 20/20 and in the left, 20/400. Following an examination in 2008, his ophthalmologist noted, "Therefore, in my medical opinion since this patient has been driving for so long and has had this degree of vision at a stable fashion since he has been a child I do feel that he does apparently have sufficient vision to perform driving tasks required to operate a commercial vehicle." Mr. Thomas reported that he has driven straight trucks for 26 years, accumulating 1 million miles. He holds a Class A CDL from Mississippi. His driving record for the last 3 years shows no crashes and no convictions for moving violations in a CMV.

*Terrence L. Trautman*

Mr. Trautman, 58, has had amblyopia in his right eye since childhood. The visual acuity in his right eye is 20/400 and in the left, 20/20. Following an examination in 2008, his optometrist noted, "I certify that he has sufficient vision to perform driving tasks required to operate a commercial vehicle." Mr. Trautman reported that he has driven

straight trucks for 35 years, accumulating 350,000 miles. He holds a Class A CDL from Washington. His driving record for the last 3 years shows no crashes and no convictions for moving violations in a CMV.

*David Vallier*

Mr. Vallier, 46, has had alternating exotropia in his eyes since birth. The best corrected visual acuity in his right eye is 20/20 and in the left, 20/20. Following an examination in 2008, his optometrist noted, "Has sufficient vision to operate a commercial vehicle." Mr. Vallier reported that he has driven straight trucks for 20 years, accumulating 3.1 million miles and tractor-trailer combinations for 15 years, accumulating 1.5 million miles. He holds a Class A CDL from Louisiana. His driving record for the last 3 years shows no crashes and no convictions for moving violations in a CMV.

**Request for Comments**

In accordance with 49 U.S.C. 31136(e) and 31315, FMCSA requests public comment from all interested persons on the exemption petitions described in this notice. The Agency will consider all comments received before the close of business October 6, 2008. Comments will be available for examination in the docket at the location listed under the **ADDRESSES** section of this notice. The Agency will file comments received after the comment closing date in the public docket, and will consider them to the extent practicable. In addition to late comments, FMCSA will also continue to file, in the public docket, relevant information that becomes available after the comment closing date. Interested persons should monitor the public docket for new material.

Issued on: August 27, 2008.

**Larry W. Minor,**

*Associate Administrator for Policy and Program Development.*

[FR Doc. E8-20510 Filed 9-3-08; 8:45 am]

**BILLING CODE 4910-EX-P**

**DEPARTMENT OF TRANSPORTATION**

**Maritime Administration**

[Docket Number: MARAD-2008-0083]

**Final Text of the Voluntary Tanker Agreement**

**AGENCY:** Maritime Administration, Department of Transportation.

**ACTION:** Notice of Publication of Final Text of the Voluntary Tanker Agreement.

**SUMMARY:** The Maritime Administration announces the publication below of the final text of its Voluntary Tanker Agreement (VTA). The Agreement below replaces a prior version that was last published in Volume 48 of the **Federal Register** at page 38715 (August 25, 1983) and is issued in accordance with the provisions of 44 CFR 332. The proposed text of the VTA was initially published in Volume 72 of the **Federal Register** at page 41099 (July 26, 2007). Thereafter, a public hearing on the proposed text of the VTA was held on August 29, 2007, at the U.S. Department of Transportation, 1200 New Jersey Avenue, SE., Washington, DC 20590. No comments requesting changes to the proposed text were received. Consequently, the final text is unchanged from the text considered at the public hearing.

The Department of Justice has issued a finding that the VTA as published below satisfies the statutory criteria of the Defense Production Act [50 U.S.C. App. Section 2158(f)(1)(B)] required for its creation. See Volume 73 of the **Federal Register** at page 46335 (August 8, 2008).

**FOR FURTHER INFORMATION CONTACT:**

Tanker owners/operators that wish to participate in the VTA may request an enrollment package from Thomas Christensen, Director Office of Emergency Preparedness, Room W23-304, Maritime Administration, 1200 New Jersey Avenue, SE., Washington, DC 20590, (202) 366-5909, [tom.christensen@dot.gov](mailto:tom.christensen@dot.gov). The enrollment package may also be found on the Maritime Administration Web site, <http://www.marad.dot.gov>, under "Ships & Shipping" and "Voluntary Tanker Agreement."

**SUPPLEMENTARY INFORMATION:**

**Text of the Voluntary Tanker Agreement**

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**Preface**

Pursuant to the authority contained in Section 708, Defense Production Act of 1950 as amended (*50 App. U.S.C. 2158*) the Maritime Administrator ("the Administrator"), after consultation with the Department of Defense (DoD) and representatives of the tanker industry, has developed this Voluntary Tanker Agreement. The Agreement establishes the terms, conditions and procedures under which Participants agree voluntarily to make tankers available to DoD. The Agreement further affords Participants defenses to civil and criminal actions for violations of antitrust laws when carrying out the Agreement. The Agreement is designed to create a close working relationship among the Administrator, the Commander of U.S. Transportation Command (the DoD-designated representative for purposes of this Agreement) and the Participants through which DoD requirements and the needs of the civil economy can be met through cooperative action. The Agreement affords Participants flexibility to respond to defense requirements and adjust their commercial operations to minimize disruption whenever possible.

The Secretary of Defense (SecDef) has approved this Agreement as an Emergency Preparedness Program (EPP) pursuant to *46 U.S.C. 53107*.

This is a replacement for the Agreement as it first appeared in Volume 48 of the **Federal Register** at page 38715 (August 25, 1983). Because this replacement contains new substantive provisions, those wishing to participate in the Agreement should submit new applications.

**Voluntary Tanker Agreement**

*I. Purpose*

The Administrator has determined, in accordance with Section 708(c)(1) of the Defense Production Act of 1950 (DPA), that conditions exist which may pose a direct threat to the national defense of the United States or its preparedness programs and, under the provisions of Section 708, has certified to the Attorney General that a standby agreement for the utilization of tanker

capacity is necessary for the national defense. The Attorney General, in consultation with the Chairman of the Federal Trade Commission, has issued a finding that tanker capacity to meet national defense requirements cannot be provided by the industry through a voluntary agreement having less anticompetitive effects or without a voluntary agreement.

The purpose of the Agreement is to provide a responsive transition from peace to contingency operations through procedures agreed in advance to provide tanker capacity to support DoD contingency requirements. The Agreement establishes procedures for the commitment of tanker capacity to satisfy such requirements. The Agreement is intended to promote and facilitate DoD's use of existing commercial tanker resources in a manner which minimizes disruption to commercial operations whenever possible.

The Agreement will change from standby to active status upon activation by appropriate authority as described in Section VI.

*II. Authorities*

A. Maritime Administration (MARAD)

1. Sections 101 and 708, DPA (*50 App. U.S.C. 2158*); *E.O. 12919, 59 FR 29525 (June 7, 1994)*; *E.O. 12148, 3 CFR 1979 Comp., p. 412, as amended*; 46 CFR Part 340; DOT Order 1900.9.

2. Section 501 of E.O.12919, as amended, delegated the authority of the President under Section 708 of the DPA to the Secretary of Transportation (SecTrans), among others. SecTrans delegated to the Administrator the authority under which the Voluntary Tanker Agreement is sponsored in DOT Order 1900.9.

B. U.S. Transportation Command (USTRANSCOM)

1. Section 113 and Chapter 6 of Title 10 of the United States Code.

2. DoD Directive 5158.4 designating Commander USTRANSCOM to provide air, land, and sea transportation for the DoD.

*III. General*

A. Participation

1. Tanker operators of vessels greater than 20,000 deadweight tons may become Participants in this Agreement by submitting an executed copy of the form specified in Section VII of this Agreement.

2. Owners and operators of Integrated Tug-Barges (ITBs) and Articulated Tug-Barges (ATBs) greater than 20,000

deadweight tons (DWT) may become Participants in this Agreement.

3. For the purposes of this Agreement, "Participant" includes the corporate entity entering into this Agreement and all United States subsidiaries and affiliates of that entity which own or operate ships in the course of their regular business and in which that entity has more than fifty (50) percent control either by stock ownership or otherwise.

4. Vessels of a Participant subject to the provisions of this Agreement shall not be subject to the provisions of any other DoD Sealift Readiness Program (SRP).

5. A list of Participants will be published annually in the **Federal Register**.

#### B. Effective Date and Duration of Participation

Participation in this Agreement is effective upon execution of the application form by the Participant and the Administrator or their authorized designees and remains in effect until terminated in accordance with 44 *CFR* 332.4.

#### C. Withdrawal From the Agreement

Participants may withdraw from this Agreement subject to the fulfillment of obligations incurred under the Agreement prior to the date such withdrawal becomes effective, by giving written notice to the Administrator. Withdrawal from this Agreement will not deprive a Participant of an antitrust defense otherwise available to it in accordance with DPA Section 708 for the fulfillment of obligations incurred prior to withdrawal. A Participant otherwise subject to the DoD SRP that voluntarily withdraws from this Agreement will become subject again to the DoD SRP.

#### D. Rules and Regulations

Participants acknowledge and agree to abide by all provisions of Section 708, DPA, as amended (50 *App. U.S.C.* 2158), and regulations related thereto which are promulgated by the SecTrans, the Attorney General, and the Chairman of the Federal Trade Commission. Standards and procedures pertaining to voluntary agreements have been promulgated in 44 *CFR* Part 332. The Administrator shall inform Participants of new rules and regulations as they are issued.

#### E. Amendment of the Agreement

1. The Attorney General may modify this Agreement, in writing, after consultation with the Chairman of the Federal Trade Commission, SecTrans,

through her representative MARAD, and SecDef, through his representative, Commander USTRANSCOM. The Administrator, Commander USTRANSCOM and Participants may modify this Agreement at any time by mutual agreement, but only in writing with the approval of the Attorney General and the Chairman of the Federal Trade Commission.

2. A Participant may propose amendments to the Agreement at any time.

#### F. Administrative Expenses

Administrative and out-of-pocket expenses incurred by Participants shall be borne solely by participants.

#### G. Record Keeping

1. MARAD and the DoD have primary responsibility for maintaining records in accordance with 44 *CFR* Part 332.

2. The Director, Office of Emergency Preparedness, MARAD, shall be the official custodian of records related to the carrying out of this Agreement, except records of direct dealings between the DoD and Participants.

3. For direct dealings between the DoD and Participants, the designee of the SecDef shall be the official custodian of the record but the Director of the Office of Emergency Preparedness, MARAD shall have complete access thereto.

4. In accordance with 44 *CFR* 332.3(d), each Participant shall maintain for five years all minutes of meetings, transcripts, records, documents, and other data, including any communications with other Participants or with any other member of the industry, related to the carrying out of this Agreement. Each Participant agrees to make available to the Administrator, the Commander USTRANSCOM, the Attorney General, the Director of the Federal Emergency Management Agency, and the Chairman of the Federal Trade Commission for inspection and copying at reasonable times and upon reasonable notice any item that this section requires the Participant to maintain. Any record maintained under this subsection shall be available for public inspection and copying, unless exempted on the grounds specified in 5 *U.S.C.* 552(b)(1) and (3) or identified as privileged and confidential information in accordance with Section 705(e) of the DPA, as amended, and 94 *CFR* Part 332.

#### H. Requisition of Ships of Non-Participants

The Administrator upon presidential authorization may requisition ships of non-Participants to supplement capacity

made available for defense operations under this Agreement and to balance the economic burden of defense support among companies operating in U.S. trade. Non-Participant owners of requisitioned tankers will not participate in the Tanker Requirements Committee and will not enjoy the immunities provided by this Agreement.

#### I. Jones Act Waivers

In situations where the activation of the Agreement deprives a Participant of all or a portion of its Jones Act tonnage and, at the same time, creates a general shortage of Jones Act tonnage on the market, the Administrator may request that the Assistant Commissioner, Office of Regulations and rulings, U. S. Customs and Border Protection, Department of Homeland Security grant a temporary waiver of the provisions of the Jones Act to permit a Participant to charter or otherwise utilize non-Jones Act tonnage. The tonnage for which such waivers are requested will be approximately equal to the Jones Act tonnage chartered to the DoD and any waiver that may be granted will be effective for the period that the Jones Act tonnage is on charter to the DoD plus a reasonable time for termination of the replacement tonnage charters as determined by the Administrator.

#### J. Temporary Replacement Vessel

Notwithstanding 10 *U.S.C.* 2631, 46 *U.S.C.* 55304 (formerly Public Resolution 17), 46 *U.S.C.* 55302, 55305, 55312 or 55314 (formerly Sections 901(a), 901(b), and 901b of the Merchant Marine Act, 1936), or any other cargo preference law of the United States—

1. A Participant may operate or employ in foreign commerce a foreign-flag vessel or foreign-flag vessel capacity as a temporary replacement for a United States-documented vessel or United States-documented vessel capacity that is activated by the SecDef under an Emergency Preparedness Agreement or under a primary DoD-approved SRP; and

2. Such replacement vessel or vessel capacity shall be eligible during the replacement period to transport preference cargoes subject to 10 *U.S.C.* 2631, 46 *U.S.C.* 55304 (formerly Public Resolution 17), and 46 *U.S.C.* 55302, 55305, 55312 or 55314 (formerly Sections 901(a), 901(b), and 901b of the Merchant Marine Act, 1936) to the same extent as the eligibility of the vessel or vessel capacity replaced.

#### IV. Antitrust Defense

Under the provisions of Subsection 708(j), DPA, as amended (50 *App. U.S.C.* 2158(j)), each Participant in this

Agreement shall have available as a defense to any civil or criminal action brought for violation of the antitrust laws, with respect to any act or omission to act to develop or carry out this Agreement, that such act or omission to act was taken in good faith by the Participant in the course of developing or carrying out this Agreement and that the Participant fully complied with the provisions of the Act, and the rules promulgated thereunder, and acted in accordance with the terms of this Agreement. This defense shall not be available to the Participant for any act or omission occurring after the termination of this Agreement, nor shall it be available, upon the modification of this Agreement, with respect to any subsequent act or omission that is beyond the scope of the modified Agreement, except that no such termination or modification will be accomplished in a way that will deprive Participants of antitrust defense for the fulfillment of obligations incurred. This defense shall be available only if and to the extent that the Participants asserting it demonstrate that the action, which includes a discussion or agreement, was within the scope of the Agreement. The person asserting the defense bears the burden of proof. The defense shall not be available if the person against whom it is asserted shows that the action was taken for the purpose of violating the antitrust laws.

#### V. Terms and Conditions

##### A. Agreement by Participants

1. Each Participant agrees to contribute tanker capacity as requested by the Administrator in accordance with Section V. B. below, at such times and in such amounts as the Administrator, as requested by DoD, shall determine to be necessary to meet the essential needs of the DoD for the transportation of DoD MILSPEC petroleum and petroleum products in bulk by sea.

2. Each Participant further agrees to make tankers and tanker capacity available to other Participants when requested by the Administrator, on the advice of the Tanker Requirements Committee, in order to ensure that contributions to meet DoD requirements are made on a proportionate basis whenever possible or to ensure that no participating tanker operator is disproportionately hampered in meeting the needs of the civil economy in accordance with priorities established by authority of the President.

##### B. Proportionate Contribution of Capacity

1. Any entity receiving payments under the Maritime Security Program (MSP) pursuant to the Maritime Security Act of 2003 (MSA 2003) (*Pub. L. 108-136*) shall become a Participant with respect to all tankers enrolled in the MSP at all times until the date the MSP operating agreement would have terminated according to its original terms. Such participation will satisfy the requirement for an MSP participant to be enrolled in an emergency preparedness program approved by SecDef as provided in *46 U.S.C. 53107*.

2. Participants hereto not receiving MSP payments pursuant to MSA 2003 agree to contribute tanker capacity under the Agreement in the proportion that its "controlled tonnage" bears to the total "controlled tonnage" of all Participants. Because exact proportions may not be feasible, each Participant agrees that variances are permissible at the discretion of the Administrator.

3. Clean tankers and clean tonnage shall mean tankers inspected and approved by DESC Quality Representatives, capable of meeting DoD quality standards, and able to carry refined MILSPEC petroleum products.

a. Chemical tankers and tankers in dirty trade may contribute clean tanker capacity only after being certified as being able to meet DoD quality standards to carry refined MILSPEC petroleum products.

4. "Controlled tonnage" shall mean tankers, including ITBs and ATBs of over 20,000 DWT capacity and present military usefulness in the transportation of refined DoD cargoes pursuant to the requirements of associated warplans:

a. In which, as of the effective date of the activation of this Agreement, the Participant or any of its U.S. subsidiaries or affiliates has a controlling interest and which are registered in any of the following countries: The United States, Liberia, Panama, Honduras, the Bahamas, or the Marshall Islands; PLUS

b. Ships which are on charter or under contract to such Participant for a period of six (6) months or more from the effective date of activation of the Agreement, regardless of flag of registry, exclusive of tonnage available to the Participant under contracts of affreightment and consecutive voyage charter; provided that, in the event an owner of a vessel terminates a time charter in accordance with a war clause, the affected tonnage will be excluded from the chartering Participant's controlled tonnage; PLUS

c. Any other non-U.S.-flag tonnage which a Participant may offer to

designate as "controlled tonnage" and which the Tanker Requirements Committee accepts; MINUS

d. Tankers described in subparagraphs, a. and b. which are chartered out or under contract to others for a remaining period of six (6) months or more from the effective date of activation of this Agreement: MINUS

e. Certain vessels which are fitted with special gear and are on permanent station for the storage of crude oil from a production platform and vessels which may have a dual role of production storage and transportation use to a limited location.

5. This Agreement shall not be deemed to commit any vessel with respect to which the law of the country of registration requires the approval of the government before entering into this Agreement of furnishing such vessel under the terms of this Agreement until such time as the required approval has been obtained.

6. The obligations of Participants to contribute clean capacity under the Agreement shall be calculated on a proportionate basis wherever possible among the Participants by the Tanker Requirements Committee.

7. A vessel on charter to a Participant shall not be subject to a relet to the DoD in the case where the period of the relet would be longer than the term of the Participant's incharter or in the case where the relet would otherwise breach the terms of the incharter, but such tonnage shall be included in the calculation of the Participant's "controlled tonnage".

8. The Administrator retains the right under law to requisition ships of Participants. A Participant's ships which are directly requisitioned by the U.S. Government or which are called up pursuant to other U.S. Government voluntary arrangements shall be credited against the Participant's proportionate contribution under this Agreement. Ships on charter to the DoD when this Agreement is activated shall not be so credited.

##### C. Reports of Controlled Tonnage

Twice annually, or upon request of the Administrator and in such form as may be requested, each Participant shall submit information as to "controlled tonnage" necessary for the carrying out of this Agreement. Information which a Participant identifies as privileged and confidential shall be withheld from public disclosure in accordance with Sections 708(h)(3) and 705(e) of the DPA, as amended, and 44 CFR Part 332.

#### D. Freight Rates Under the Agreement

1. The rate of charter hire applicable to each charter under this Agreement shall be the "prevailing market rate" effective at the time of the proposed loading of the vessel. The "prevailing market rate" shall be determined by the Military Sealift Command (MSC) Contracting Officer utilizing the price analysis techniques set forth in FAR Part 15.4 to determine that the negotiated rates are fair and reasonable, utilizing market or previous contract prices. Time charter hire rates, for either U.S. or foreign-flag tankers, shall be expressed in terms of a per diem rate(s).

2. The rate of charter hire fixed with respect to each charter shall apply for the entire period of the charter, except that:

a. For a consecutive voyage charter, the rate of charter shall be increased or decreased to reflect increases or decreases in the price of bunker fuel applicable in the area of the vessel's trade;

b. Reimbursement for increased war risk insurance premiums will be made in accordance with section V.E.;

#### E. War Risk Insurance

1. Increased War risk insurance premiums for time chartered vessels will be paid by DoD or MARAD war risk insurance policies will be implemented.

2. For voyage and consecutive voyage charters, the Participant will be reimbursed for increases in war risk insurance premiums that are applicable to the actual voyage but are announced after the charter rate is established by the broker panel.

3. For any ship chartered under this Agreement, the SecDef may procure from the SecTrans war risk insurance on hull and machinery, war risk protection and indemnity insurance, and Second Seaman's War Risk Insurance, subject to 46 U.S.C. 53905 (formerly Section 1203 of the Merchant Marine Act, 1936).

#### VI. Activation of the Agreement

##### A. Determination of Necessity

This Agreement may be activated at the request of The Commander USTRANSCOM, with the approval of SecDef, to support Contingency operations when there is a tanker capacity emergency. A tanker capacity emergency will be deemed to exist when tanker capacity required to support operations of U.S. forces outside the continental United States cannot be supplied through the commercial tanker charter market in accordance with applicable laws and regulations or other voluntary arrangements. The Administrator shall

notify the Attorney General and the Chairman of the Federal Trade Commission, when such a finding is made.

##### B. Tanker Requirements Committee

1. There is established a Tanker Requirements Committee (the "Committee") to provide USTRANSCOM, MARAD and Participants a forum to:

a. Analyze DoD Contingency tanker requirements.

b. Identify commercial tanker capacity that may be used to meet DoD requirements related to Contingencies and, as requested by USTRANSCOM, exercises, and special movements.

c. Develop and recommend Concepts of Operations (CONOPS) to meet DoD-approved Contingency requirements and, as requested by USTRANSCOM, exercises and special movements.

d. Advise the Administrator on the tanker capacity that each Participant controls and is capable of meeting Contingency requirements.

2. The Committee will be co-chaired by MARAD and USTRANSCOM and will convene as jointly determined by the co-chairs.

3. The Committee will not be used for contract negotiations and/or contract discussions between carriers and DoD; such negotiations and/or discussions will be in accordance with applicable DoD contracting policies and procedures.

4. The Committee will consist of designated representatives from MARAD, USTRANSCOM, to include Military Sealift Command, Defense Energy Support Center, each Participant, and maritime labor. Other attendees may be invited at the discretion of the co-chairs. Representatives will provide technical advice and support to ensure maximum coordination, efficiency and effectiveness in the use of Participants resources. All Participants will be invited to open Committee meetings. For selected Committee meetings, attendance may be limited to designated Participants to meet specific operational requirements.

5. The Committee co-chairs shall:

a. Notify the Attorney General, the Chairman of the Federal Trade Commission, and all Participants of the time, place and nature of each meeting and of the proposed agenda of each meeting to be held to carry out this Agreement;

b. Provide for publication in the **Federal Register** of a notice of the time, place and nature of each meeting. If a meeting is open, a **Federal Register** notice will be published reasonably in

advance of the meeting. If a meeting is closed, a **Federal Register** notice will be published within ten (10) days of the meeting and will include the reasons why the meeting is closed;

c. Establish the agenda for each meeting and be responsible for adherence to the agenda;

d. Provide for a written summary or other record of each meeting and provide copies of transcripts or other records to the Attorney General, the Chairman of the Federal Trade

Commission, and all Participants; and

e. Take necessary actions to protect confidentiality of data discussed with or obtained from Participants.

##### C. Tanker Charters

MSC, as designated by USTRANSCOM, will deal directly with tanker operators in the making of charter parties and other arrangements to meet the defense requirement, keeping the Administrator informed. To reduce risk to owners and to control cost to the government, all government charters will be time charters, unless specifically designated as voyage charter by the Contracting Officer. If vessels are chartered between Participants, Participants will keep the Administrator informed. The Administrator will keep the Attorney General and the Chairman of the Federal Trade Commission informed of the actions taken under this Agreement.

##### D. Termination of Charters Under the Agreement

MSC, as the contracting officer, will notify the Administrator as far as possible in advance of the prospective termination of the need for tanker capacity under this Agreement.

#### VII. Application and Agreement

The Administrator has adopted and makes available a form on which tanker operators may apply for and become Participants in this Agreement ("Application and Agreement to Participate in the Voluntary Tanker Agreement"). The form will incorporate by reference the terms of this Agreement.

##### Application and Agreement To Participate in the Voluntary Tanker Agreement

The applicant identified below hereby applies to participate in the Maritime Administration's agreement entitled "Voluntary Tanker Agreement." The text of said Agreement is published in 72 FR 41099, July 26, 2007. This Agreement is authorized under Section 708 of the Defense Production Act of 1950, as amended (50 App. U.S.C.

2158). Regulations governing is Agreement appear at 44 CFR Part 332 and are reflected at 49 CFR Subtitle A.

The applicant, if selected, hereby acknowledges and agrees to the incorporation by reference into this Application and Agreement of the entire text of the Voluntary Tanker Agreement published in 72 FR 41099, July 26, 2007, as though said text were physically recited herein.

The applicant, as Participant, agrees to comply with the provisions of Section 708 of the Defense Production Act of 1950, as amended, the regulations of 44 CFR Part 332 and as reflected at 49 CFR Subtitle A, and the terms of the Voluntary Tanker Agreement. Further, the applicant, if selected as a Participant, hereby agrees to contractually commit to make vessels or capacity available for use by the Department of Defense and to other Participants for the purpose of meeting national defense requirements.

By order of the Maritime Administrator.

Dated: August 25, 2008.

**Leonard Sutter,**

*Secretary, Maritime Administration.*

[FR Doc. E8-20392 Filed 9-3-08; 8:45 am]

**BILLING CODE 4910-81-P**

## DEPARTMENT OF TRANSPORTATION

### Pipeline and Hazardous Materials Safety Administration

[Docket No. PHMSA-2008-0211]

#### Information Collection Activities

**AGENCY:** Pipeline and Hazardous Materials Safety Administration (PHMSA), DOT.

**ACTION:** Notice and request for comments.

**SUMMARY:** In accordance with the Paperwork Reduction Act of 1995, the Pipeline and Hazardous Materials Safety Administration (PHMSA) invites comments on its intention to revise forms PHMSA F 7100.2—Incident Report For Gas Transmission and Gathering Systems; PHMSA F 7100.1—Incident Report for Gas Distribution Systems; and PHMSA F 7000-1—Accident Report for Hazardous Liquid Pipeline Systems, and its intention to request approval from the Office of Management and Budget (OMB) for revised information collection burdens.

**DATES:** Interested parties are invited to submit comments on or before November 3, 2008.

**ADDRESSES:** You may submit comments identified by the docket number

PHMSA-2008-0211 by any of the following methods:

- *Federal eRulemaking Portal:* <http://www.regulations.gov>. Follow the online instructions for submitting comments.

- *Fax:* 1-202-493-2251.

- *Mail:* Docket Management System, U.S. Department of Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue, SE., Washington, DC 20590.

- *Hand Delivery:* Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue, SE., Washington, DC 20590, from 9 a.m. to 5 p.m., Monday through Friday, except Federal holidays.

*Instructions:* All submissions must include the agency name and docket number or Regulation Identification Number (RIN) for this notice. Internet users may access comments received by DOT at: <http://www.regulations.gov>. Note that comments received will be posted without change to: <http://www.regulations.gov> including any personal information provided.

Requests for a copy of an information collection should be directed to Roger Little by telephone at 202-366-4569, by fax at 202-366-4566, or by mail at U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, 1200 New Jersey Avenue, SE., PHP-10, Washington, DC 20590-0001.

**FOR FURTHER INFORMATION CONTACT:**

Roger Little by telephone at 202-366-4569, by fax at 202-366-4566, or by mail at U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, 1200 New Jersey Avenue, SE., PHP-10, Washington, DC 20590-0001.

**SUPPLEMENTARY INFORMATION:** Section 1320.8(d), Title 5, Code of Federal Regulations requires PHMSA to provide interested members of the public and affected agencies an opportunity to comment on information collection and recordkeeping requests. This notice identifies revised information collection requests that PHMSA will be submitting to OMB for renewal and extension. The information collected pertaining to reportable natural gas transmission incidents provides an important tool for identifying safety trends in the gas pipeline industry. The National Transportation Safety Board (NTSB), and the Government Accountability Office (GAO) have urged PHMSA to revise the information collected on the natural gas pipeline operator incident and hazardous liquid pipeline operator accident report forms. NTSB Safety Recommendation P-05-04 recommends

that PHMSA take action to change the liquid accident reporting form (PHMSA F 7000-1) and require operators to provide data related to controller fatigue. Additionally, section 20 of the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006 (PIPES Act) requires PHMSA to “amend accident reporting forms to require operators of gas and hazardous liquid pipelines to provide data related to controller fatigue.” GAO recommended in its report, GAO-06-946 titled “Integrity Management Benefits Public Safety, but Consistency of Performance Measures Should Be Improved” that “To improve the consistency and usefulness of the integrity management performance measures, we are recommending that the Secretary of Transportation direct the Administrator for the Pipeline and Hazardous Materials Safety Administration to take the following two actions:

(1) Revising the definition of a reportable incident to consider changes in the price of natural gas; and

(2) Establish consistent categories of causes for incidents and leaks on all gas pipeline reports.” Recommendation number (1) is to be addressed by a future rulemaking and recommendation number (2) is addressed through improvements in incident forms addressed through this information collection request (ICR).

PHMSA consulted industry and trade association representatives of the Interstate Natural Gas Association of America, the American Gas Association, the American Petroleum Institute, and state pipeline safety office representatives through the National Association of Pipeline Safety Representatives, in considering revisions to the natural gas pipeline operator incident and hazardous liquid pipeline operator accident report forms to make the information collected more useful to industry, government, and the public.

PHMSA has revised burden estimates, where appropriate, to reflect revisions to the accident and incident reporting forms since the information collections were last approved. The following information is provided for each information collection: (1) Abstract for affected accident and incident reporting forms; (2) title of the information collection; (3) OMB control number; (4) affected accident or incident form; (5) description of affected public; (6) estimate of total annual reporting and recordkeeping burden; and (7) frequency of collection. PHMSA will request a three-year term of approval for each information collection activity and,