

designed to automatically switch from Factory Mode to Transport Mode after 60 key cycles (beginning with assembly line initialization). Once in Transport Mode the vehicles are fully compliant with FMVSS requirements.

2. While in Factory Mode, affected vehicles clearly display the message “Factory Mode Contact Dealer” in either the message center or instrument cluster. Additionally, the “Factory Mode Contact Dealer” message does not obscure any regulatory malfunction indicator lamps, or (non-mandated) cautionary warnings.

3. The dealership’s Pre-Delivery Inspection instructions require dealerships to change the vehicle into Customer Mode, prior to delivery, which ensures the condition will be remedied before delivery to the customer. Ford is not aware of any of the subject vehicles being delivered to customers in Factory Mode.

4. All other requirements of FMVSS No. 102 and FMVSS No. 114 are fully satisfied.

5. Ford is not aware of any owner complaints, accidents, or injuries attributed to this condition.

Ford has additionally informed NHTSA that it has corrected the noncompliance so that all future vehicles will comply with FMVSS Nos. 102 and 114.

In summation, Ford believes that the described noncompliance of the subject vehicles is inconsequential to motor vehicle safety, and that its petition, to exempt from providing recall notification of noncompliance as required by 49 U.S.C. 30118 and remedying the recall noncompliance as required by 49 U.S.C. 30120 should be granted.

VI. NHTSA Decision

NHTSA’s Analysis of Ford’s Arguments: Ford stated that while in Factory Mode, affected vehicles clearly display the message “Factory Mode—Contact Dealer” in a manner that does not obscure any regulatory malfunction indicator lamps. If a consumer were to receive a vehicle in Factory Mode the aforementioned warning message will alert the driver in a clear manner. The consumer would then most likely contact the dealer, as instructed, who would provide remedy for the condition. If the consumer chose not to contact the dealer, the FMVSS No. 102 noncompliance of not displaying shift positions would only occur when the engine is not running and the battery voltage falls below 12.3 volts. The PRNDL shift level positions will be properly illuminated whenever the

engine is running under both stationary and moving conditions.

With regards to the FMVSS No. 114 noncompliance Ford stated that while in Factory Mode the mechanical key may be removed from the ignition lock cylinder when the transmission shift lever is in a position other than “park” if the engine is not running and the CAN network has entered a hibernation mode after approximately 15 seconds of total vehicle electrical inactivity. When a consumer turns their vehicle off they are likely to remove the mechanical key from the cylinder prior to the vehicle reaching 15 seconds of total electrical inactivity. Removing the key prior to these 15 seconds would prevent the vehicle from experiencing a condition noncompliant to FMVSS No. 114 as it would require the transmission control to be shifted to “park” before key removal.

Ford stated that dealerships have Pre-Delivery Inspection instructions which require them to change vehicles from Transport Mode to Customer Mode.¹ During this inspection, if the dealership finds any of the subject vehicles in the Factory Mode the mode will be changed directly to the Customer Mode. Actions taken by the dealership during the pre-delivery inspection will ensure noncompliant vehicles are remedied prior to delivery to the customer. These instructions from the manufacturer to their dealerships will help to prevent consumers from receiving vehicles not in Customer Mode.

Lastly, Ford states that the vehicle is designed to be self-remedying and will automatically switch from Factory Mode to the fully compliant Transport Mode after 60 key cycles. If a consumer were to receive a vehicle in Factory Mode and decided to ignore the warning message, their vehicle would automatically switch to a fully compliant mode after the required number of key cycles.

We believe that drivers of the affected vehicles will be sufficiently alerted by the message on the instrument cluster which reads “Factory Mode—Contact Dealer”. Furthermore, if they choose to

¹ According to Ford, both Transport and Customer Modes are fully compliant with all FMVSS No. 102 and FMVSS No. 114 requirements. The only difference between the two modes is the automatic timing set for placing the vehicle into its “Battery Saver” condition. In the Transport Mode the battery saver condition occurs after 1 minute of inactivity to minimize battery drain during transport from the OEM factory to the vehicle dealership, whereas, in the Customer Mode the battery saver condition occurs after ten minutes of inactivity, the timing is extended for customer conveniences while parked. Ford also explained that if the vehicle were to be inadvertently left in the Transport Mode upon delivery to the customer, the vehicle would automatically shift to the Customer Mode after 50–62 miles.

ignore this message, the vehicle is designed to be self-remedying after 60 ignition key cycles. Considering the unique conditions involved with these noncompliances, and Ford’s statement about the lack of associated complaints, accidents or injuries related to the affected vehicles, Ford’s noncompliance is considered inconsequential.

NHTSA’s Decision: In consideration of the foregoing, NHTSA has decided that Ford has met its burden of persuasion that the noncompliance described is inconsequential to motor vehicle safety. Accordingly, Ford’s petition is hereby granted and Ford is exempted from the obligation of providing notification of, and remedy for the subject noncompliances.

NHTSA notes that the statutory provisions (49 U.S.C. 30118(d) and 30120(h)) that permit manufacturers to file petitions for a determination of inconsequentiality allow NHTSA to exempt manufacturers only from the duties found in sections 30118 and 30120, respectively, to notify owners, purchasers, and dealers of a defect or noncompliance and to remedy the defect or noncompliance. Therefore, this decision only applies to the 4,727 vehicles that Ford no longer controlled at the time it determined that the noncompliance existed. However, the granting of this petition does not relieve vehicle distributors and dealers of the prohibitions on the sale, offer for sale, or introduction for delivery or introduction into interstate commerce of the noncompliant vehicles under their control after Ford notified them that the subject noncompliance existed.

Authority: 49 U.S.C. 30118, 30120; delegations of authority at 49 CFR 1.95 and 501.8.

Jeffrey Giuseppe,

Director, Office of Vehicle Safety Compliance.

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DEPARTMENT OF TRANSPORTATION

Surface Transportation Board

[Docket No. FD 35936]

Piedmont Railway LLC—Lease and Operation Exemption—North Carolina Department of Transportation

Piedmont Railway LLC (Piedmont),¹ a noncarrier, has filed a verified notice of

¹ Piedmont is a new, limited liability company and an indirect corporate subsidiary of Iowa Pacific Holdings, LLC, which owns 100% of Permian Basin Railways, Inc., which in turn will own 100% of Piedmont.

exemption under 49 CFR 1150.31(a)(3) to lease from the North Carolina Department of Transportation (NCDOT), and to operate, approximately 13 miles of rail line in Gaston County, N.C., consisting of the following two segments: (1) Between milepost SFC 11.39 at Mt. Holly, N.C., and milepost SFC 23.0 at Gastonia, N.C.; and (2) the Belmont Branch, between milepost SFC 13.6/SFF 0.13 and milepost SFF 1.56, including all sidings, industrial tracks, yard, and storage tracks, pursuant to a lease and operating agreement dated May 13, 2015.

This transaction is related to a concurrently filed verified notice of exemption in *Iowa Pacific Holdings, LLC and Permian Basin Railways—Continuance in Control Exemption—Piedmont Railway LLC*, Docket No. FD 35937, in which Iowa Pacific Holdings, LLC and Permian Basin Railways seek Board approval to continue in control of Piedmont under 49 CFR 1180.2(d)(2), upon Piedmont's becoming a Class III rail carrier.

According to Piedmont, it will replace the existing rail carrier, Piedmont and Northern Railway, LLC, a subsidiary of Patriot Rail Company LLC., and will be the sole provider of common carrier rail service on the 13-mile line pursuant to the "change in operators" provision of section 1150.31(a)(3).

Piedmont certifies that the projected annual revenues as a result of this transaction will not result in Piedmont becoming a Class I or Class II rail carrier and will not exceed \$5 million. Piedmont states that there are no agreements applicable to the line imposing any interchange commitments.

Piedmont intends to consummate this transaction on or about August 1, 2015. 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 to stay must be filed by July 24, 2015 (at least seven days prior to the date the exemption becomes effective).

An original and 10 copies of all pleadings, referring to Docket No. FD 35936, 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 applicant's representative, John D. Heffner, Strasburger & Price, LLP, 1025 Connecticut Ave. NW., Suite 717, Washington, DC 20036.

Board decisions and notices are available on our Web site at WWW.STB.DOT.GOV.

Decided: July 13, 2015.

By the Board, Joseph H. Dettmar, Acting Director, Office of Proceedings.

Jeffrey Herzig,
Clearance Clerk.

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DEPARTMENT OF TRANSPORTATION

Surface Transportation Board

[Docket No. FD 35937]

Iowa Pacific Holdings, LLC and Permian Basin Railways—Continuance in Control Exemption—Piedmont Railway LLC

Iowa Pacific Holdings, LLC (IPH), and its wholly owned subsidiary, Permian Basin Railways (PBR) (collectively, applicants) have jointly filed a verified notice of exemption pursuant to 49 CFR 1180.2(d)(2) to continue in control of Piedmont Railway LLC (Piedmont), upon Piedmont's becoming a Class III rail carrier.¹

This transaction is related to a concurrently filed verified notice of exemption in *Piedmont Railway LLC—Lease & Operation Exemption—North Carolina Department of Transportation*, Docket No. FD 35936, wherein Piedmont seeks Board approval to lease and operate approximately 13 miles of rail line owned by the North Carolina Department of Transportation (NCDOT) in Gaston County, N.C. The line consists of two segments: (1) between milepost SFC 11.39 at Mt. Holly, N.C., and milepost SFC 23.0 at Gastonia, N.C.; and (2) the Belmont Branch, between milepost SFC 13.6/SFF 0.13 and milepost SFF 1.56, including all sidings, industrial tracks, yard, and storage tracks.

The parties intend to consummate the proposed transaction on August 1, 2015.

Applicants currently control 13 Class III rail carriers, operating in 10 states. For a complete list of these rail carriers, and the states in which they operate, see applicants' notice of exemption filed on July 1, 2015. The notice is available on the Board's Web site at WWW.STB.DOT.GOV.

Applicants certify that: (1) The rail lines to be operated by Piedmont do not connect with any other railroads operated by the carriers in the

¹ Piedmont is a new, limited liability company and an indirect corporate subsidiary of IPH, which owns 100% of PBR, which in turn, will own 100% of Piedmont.

applicants' corporate family; (2) the continuance in control is not part of a series of anticipated transactions that would connect the rail lines to be operated by Piedmont with any other railroad in applicants' corporate family; and (3) the transaction does not involve a Class I rail carrier. Therefore, the transaction is exempt from the prior approval requirements of 49 U.S.C. 11323. See 49 CFR 1180.2(d)(2).

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. Section 11326(c), however, does not provide for labor protection for transactions under §§ 11324 and 11325 that involve only Class III rail carriers. Accordingly, the Board may not impose labor protective conditions here, because all of the carriers involved are Class III carriers.

If the 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. Stay petitions must be filed no later than July 24, 2015 (at least seven days before the exemption becomes effective).

An original and 10 copies of all pleadings, referring to Docket No. FD 35937, must be filed with the Surface Transportation Board, 395 E Street SW., Washington, DC 20423-0001. In addition, one copy of each pleading must be served on John D. Heffner, Strasburger & Price, LLP, 1025 Connecticut Ave. NW., Suite 717, Washington, DC 20036.

Board decisions and notices are available on our Web site at WWW.STB.DOT.GOV.

Decided: July 13, 2015.

By the Board, Joseph H. Dettmar, Acting Director, Office of Proceedings.

Jeffrey Herzig,
Clearance Clerk.

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DEPARTMENT OF THE TREASURY

Notice of Geographic Targeting Order

AGENCY: Financial Crimes Enforcement Network, Treasury.

ACTION: Notice.

SUMMARY: This document provides notice that, pursuant to 31 U.S.C. 5326(a), the Director of the Financial Crimes Enforcement Network