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Pages 16829–17002

PART I

HIGHLIGHTS OF THIS ISSUE

This listing does not affect the legal status of any document published in this issue. Detailed table of contents appears inside.

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reminders

(The items in this list were editorially compiled as an aid to FEDERAL REGISTER users. Inclusion or exclusion from this list has no legal significance. Since this list is intended as a reminder, it does not include effective dates that occur within 14 days of publication.)

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NOTE: There are no items eligible for inclusion in the list of RULES GOING INTO EFFECT.

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A cumulative guide is published separately at the end of each month. The guide lists the parts and sections affected by documents published since January 1, 1974, and specifies how they are affected.

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Title 3—The President

PROCLAMATION 4367

Small Business Week, 1975

By the President of the United States of America

A Proclamation

Small business has been a vital part of American life from the very beginning. The colonial traders, craftsmen and merchants of two centuries ago have been replaced by an enormous range of dealers in goods and services of all kinds, but the original opportunity, and the determination to excel, remain. Small business in America is still the free enterprise system's gateway to opportunity—the means by which millions of Americans continue to build a better life for themselves and their families.

Out of the estimated 9.7 million businesses in America today, more than 9 million are small. They account for nearly half of the gross business product and more than half of the business labor force. Our American success story could never have been achieved, and would not continue, without this impressive contribution by small business.

NOW, THEREFORE, I, GERALD R. FORD, President of the United States of America, do hereby designate the week beginning May 25, 1975, as Small Business Week. I ask all Americans to share with me during this week a solemn pride in the great achievements of our Nation's small business men and women, and in the contributions they have made to our free way of life.

IN WITNESS WHEREOF, I have hereunto set my hand this fourteenth day of April, in the year of our Lord nineteen hundred seventy-five, and of the Independence of the United States of America the one hundred ninety-ninth.

Gerald R. Ford

[FR Doc.75-10009 Filed 4-14-75;12:32 pm]

rules and regulations

Title 7—Agriculture

CHAPTER VII—AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE (AGRICULTURAL ADJUSTMENT), DEPARTMENT OF AGRICULTURE

SUBCHAPTER B—FARM MARKETING QUOTAS AND ACREAGE ALLOTMENTS

[Amdt. 2]

PART 728—WHEAT

Subpart—Wheat Program for Crop Years 1974–77

1976 WHEAT ALLOTMENT

On February 19, 1975, a notice of proposed rule making regarding determinations with respect to the 1976 national allotment for wheat was published in the FEDERAL REGISTER (40 FR 7099). Interested persons were invited to submit written data, views and recommendations regarding the determinations. The comments and recommendations received have been duly considered.

A new § 728.4b is issued in accordance with the Agricultural Adjustment Act of 1938, as amended, to determine and proclaim the 1976 national allotment for wheat.

Pursuant to section 379c(a)(1) of the Agricultural Adjustment Act of 1938, as amended by the Agriculture and Consumer Protection Act of 1973, the Secretary is required to proclaim a national wheat acreage allotment not later than April 15 of each calendar year for the crop harvested in the next succeeding calendar year. Such allotment shall be the number of acres he determines on the basis of the estimated national average yield for the crop for which the determination is being made will produce the quantity (less imports) that he estimates will be utilized domestically and for export during the marketing year for such crop. If the Secretary determines that carryover stocks are excessive or an increase in stocks is needed to assure a desirable carryover, he may adjust the allotment by the amount he determines will accomplish the desired decrease or increase in carryover stocks.

The determination in § 728.4b of the 1976 national wheat allotment is based on the estimated yield and usage set out therein. The determination has been made on the basis of the latest available statistics of the Federal Government.

Part 728 is amended by adding a new § 728.4b to read as follows:

§ 728.4b 1976 national wheat allotment.

Based on an estimated national yield of 33.1 bushels per acre and estimated total utilization (less imports) for the 1976–77 marketing year of 2,040 million bushels, the 1976 national wheat allotment is determined to be 61.6 million acres and a national allotment of that amount is hereby proclaimed. The estimated total utilization (less estimated imports of 1 million bushels) is based on estimated domestic use of 841 million bushels and estimated exports of 1,200 million bushels. Since carryover stocks at the end of the marketing year will be adequate but not excessive, no adjustment in the allotment for the purpose of increasing or decreasing carryover stocks was determined to be necessary.

(Sec. 379c, 87 Stat. 227, (7 U.S.C. § 1379c))

Effective date. This amendment shall be effective April 15, 1975.

Signed at Washington, D.C. on April 10, 1975.

EARL L. BUTZ,
Secretary of Agriculture.

[FR Doc.75-9795 Filed 4-14-75;8:45 am]

Title 12—Banks and Banking

CHAPTER II—FEDERAL RESERVE SYSTEM

SUBCHAPTER A—BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

[Reg. Q]

PART 217—INTEREST ON DEPOSITS

Withdrawal of Savings Deposits by Telephone

The Board has re-examined the issue of the manner in which member banks may accept instructions from owners of savings deposits. Upon review of this issue and in light of technological innovations which minimize the problems of record-keeping and security, the Board has decided to rescind its policy, announced in 1936, against withdrawals from savings accounts by telephone (1936 Fed. Res. *Bulletin* 624).

Part 217 is amended by adding the following new section:

§ 217.152 Withdrawals of savings deposits by telephone.

(a) The Board of Governors has been asked to reconsider its view, adopted in 1936, that a member bank may not permit a depositor to withdraw funds from his savings account by means of a telephone or other oral order (1936 Fed. Res. *Bulletin* 624). That position was based upon the Board's concern for member bank security and also upon its concern that unrestricted telephone access to savings accounts might lead depositors to treat such accounts as extensions of their checking accounts and destroy the distinction between the accounts.

(b) The Board has studied the telephone withdrawal systems currently being developed by several member banks and feels that the security and record-keeping devices made possible by new technology and incorporated into these systems will keep errors and unauthorized use to a minimum.

(c) The Board recognizes that the telephone has become an accepted medium for transmitting financial data and that the telephone merely provides the customer with an additional method of communicating instructions regarding his account to his bank. In fact, numerous other depository institutions including nonmember commercial banks and savings and loan associations have for some time been permitted to offer telephone withdrawal services.

Therefore, the Board withdraws its policy against the offering of telephone withdrawal services while advising member banks to safeguard such transfers with proper procedures and internal control.

(Interprets and applies 12 U.S.C. 371b)

By order of the Board of Governors, effective April 7, 1975.

[SEAL] THEODORE E. ALLISON,
Secretary of the Board.

[FR Doc.75-9710 Filed 4-14-75;8:45 am]

Title 14—Aeronautics and Space

CHAPTER I—FEDERAL AVIATION ADMINISTRATION, DEPARTMENT OF TRANSPORTATION

[Docket No. 75-CE-8-AD; Amdt. 39-2171]

PART 39—AIRWORTHINESS DIRECTIVES

Beech Pressurized Model 65, 90 and 100 Series Airplanes

There have been instances of window failures and subsequent cabin depressurization in Beech Model 90 and 100 series airplanes. Since this condition is likely to exist or develop in other airplanes of the same type design, an Airworthiness Directive (AD) is being issued applicable to Beech Pressurized Model 65, 90 and 100 series airplanes with two or more years time in service, which requires inspection of the windows for crazing and cracks within the next 50 hours' time in service, recurrent inspections and replacement of windows where cracks exceed specified criteria. The AD further provides that the cabin pressurization system must be deactivated until defective windows are replaced.

Since a situation exists which requires expeditious adoption of the amendment,

notice and public procedure hereon are impracticable and good cause exists for making the amendment effective in less than thirty (30) days.

In consideration of the foregoing and pursuant to the authority delegated to me by the Administrator, 14 CFR 11.89 (31 FR 13697), § 39.13 of Part 39 of the Federal Aviation Regulations is amended by adding the following new AD.

BEECH. Applies to Beech Models 65-88, 65-90, 65-A90, B90, C90, E90, 100 and A100 series airplanes with two or more years time in service.

Compliance: Required as indicated, unless already accomplished.

To prevent decompression resulting from window failure, within the next 50 hours' time in service after the effective date of this AD, accomplish the following:

(A) 1. Visually inspect each round cabin window and each non-openable side window in the crew compartment for crazing and cracks in accordance with the procedures and sketches in Beechcraft Service Instruction 0711-110 or later approved revisions.

2. If, as a result of these inspections, a crack or craze is discovered that is ⅜ inch in length or greater, replace the window prior to further flight in accordance with the aforementioned service instruction, or alternatively deactivate the cabin pressurization system as follows:

a. Secure the "Test/Dump" switch in the "Dump" position.

b. Install a placard on the control panel adjacent to the pressurization system controls which reads:

"CABIN PRESSURIZATION PROHIBITED"

and operate the aircraft in accordance with this limitation.

c. Insert a copy of this AD in the "Limitations" section of the airplane flight manual.

3. For windows with cracks or craze lengths less than ⅜ inch, reinspect in accordance with Paragraph (A)1 at 100 hour intervals and accomplish Paragraph (A)2 as applicable.

4. Reinspect windows without cracks or crazes in accordance with Paragraph A above at 500 hour intervals.

NOTE: Windows with minor scratches (less than .030 inches in depth) need not be replaced but the scratches should be removed in accordance with the aforementioned Beechcraft Service Instructions.

(B) Any equivalent method of compliance or equivalent replacement parts must be approved by the Chief, Engineering and Manufacturing Branch, FAA, Central Region.

This amendment becomes effective April 21, 1975.

(Secs. 313(a), 601, 603, Federal Aviation Act of 1958 (49 U.S.C. 1354(a), 1421, 1423); sec. 6(c), Department of Transportation Act (49 U.S.C. 1655(c)))

Issued in Kansas City, Missouri, on April 4, 1975.

C. R. MELUGIN, Jr.,
Director, Central Region.

[FR Doc.75-9721 Filed 4-14-75;8:45 am]

[Airworthiness Docket No. 75-WE-22-AD; Amdt. 39-2172]

PART 39—AIRWORTHINESS DIRECTIVES

Lockheed L-1011-385-1-193L Series Airplanes

Pursuant to the authority delegated to me by the Administrator (31 FR 13697), an airworthiness directive was adopted on March 18, 1975, and distributed by telegram dated March 18, 1975, to the United States operator and owner of the Lockheed-California Company L-1011-385-1-193L Series airplanes involved. The directive imposes a limitation prohibiting the occupancy of the underfloor lower lounge until the conformity of the underfloor lower lounge floor boards and the related applicable components to the approved type design configuration is verified. The existing condition of non-conformity of the underfloor lower lounge design configuration results in degradation of structural integrity below the minimum acceptable level.

Since it was found that immediate corrective action was required, notice and public procedure hereon was impractical and contrary to the public interest and good cause existed for making the airworthiness directive effective immediately as to the operator of Lockheed-California Company L-1011-385-1-193L series airplanes, Serial Numbers 1064, 1079, 1114, 1120 and 1125 by telegram dated March 18, 1975. These conditions still exist and the airworthiness directive is hereby published in the FEDERAL REGISTER to make it effective as to all persons.

LOCKHEED-CALIFORNIA COMPANY. Applies to L-1011-885-1-193L airplanes, Serial Nos. 1064, 1079, 1114, 1120, and 1125, certificated in all categories. After receipt of this AD, occupancy of the under floor lounge is prohibited until the conformity of the under floor lower lounge floor boards and the related applicable components is verified to establish adherence to the configuration defined by FAA Sealed Drawing List L-1011-385-1, No. 385-1, supplement entitled, "FAA List for Model L Peculiars" and "Model L Peculiars Drawing List Addendum," dated May 10, 1974, or FAA-approved equivalent configuration. The conformity inspection shall be accomplished by the Chief, Aircraft Engineering Division, FAA Western Region, or his authorized representative.

This amendment becomes effective April 21, 1975, for all persons except those to whom it was made effective by telegram, dated March 18, 1975.

(Secs. 313(a), 601, 603, Federal Aviation Act (49 U.S.C. 1354(a), 1421, 1423); sec. 6(c), Department of Transportation Act (49 U.S.C. 1655(c)))

Issued in Los Angeles, California on April 4, 1975.

LYNN L. HINK,
Acting Director,
FAA Western Region.

[FR Doc.75-9722 Filed 4-14-75;8:45 am]

[Airspace Docket No. 74-GL-54]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, AREA LOW ROUTES, CONTROLLED AIRSPACE, AND REPORTING POINTS

Designation of Transition Area

On Page 4153 of the FEDERAL REGISTER dated January 28, 1975, the Federal Aviation Administration published a notice of proposed rule making which would amend § 71.181 of Part 71 of the Federal Aviation regulations so as to designate a transition area at Monee, Illinois.

Interested persons were given 30 days to submit written comments, suggestions or objections regarding the proposed amendment.

No objections have been received and the proposed amendment is hereby adopted without change and is set forth below.

This amendment shall be effective May 29, 1975.

(Sec. 307(a), Federal Aviation Act of 1958 (49 U.S.C. 1348); sec. 6(c), Department of Transportation Act (49 U.S.C. 1655(c)))

Issued in Des Plaines, Illinois, on March 18, 1975.

R. O. ZIEGLER,
Acting Director,
Great Lakes Region.

In § 71.181 (39 FR 440), the following transition area is added:

MONEE, ILLINOIS

That airspace extending upward from 700 feet above the surface within a five mile radius of Sanger Airport (Latitude 41°22'39" N., Longitude 87°41'03" W.); within one and one-half miles either side of the 039° radial of the Peotone VORTAC extending from the five mile radius area to the VORTAC, excluding that portion that overlies the Chicago, Illinois transition area.

[FR Doc.75-9720 Filed 4-14-75;8:45 am]

Title 15—Commerce and Foreign Trade

CHAPTER IX—NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, DEPARTMENT OF COMMERCE

PART 920—COASTAL ZONE MANAGEMENT PROGRAM DEVELOPMENT GRANTS

State Application Procedures

The National Oceanic and Atmospheric Administration on November 29, 1973, published final guidelines pursuant to section 305 of the Coastal Zone Management Act of 1972 (Pub. L. 92-583, 86 Stat. 1280), hereafter referred to as the "Act," for the purpose of defining the procedures by which states can qualify to receive development grants under section 305 of the Act and policies for development of their management programs.

The guidelines are for grants under section 305 to develop a management program that will meet the requirements of section 306 of the Act. Section 305 provides guidelines as to what must be considered in a management program while section 306 sets forth requirements that must be met before the Secretary can approve a state management program for administrative grants.

The National Oceanic and Atmospheric Administration is publishing herewith amendments to the section 305 regulations issued November 29, 1973 (15 CFR Part 920). The purpose for amending these regulations is to further clarify the application procedure used by a state in applying for section 305 development grant. Furthermore, these amendments have been promulgated on the basis of the Office of Coastal Zone Management's experience during the past year in reviewing and processing section 305 grant

applications. The following amendments will more fully complement the section 306 regulations published January 9, 1975, in the FEDERAL REGISTER (15 CFR Part 923). These amendments shall become effective on April 15, 1975.

E. *Application for Development Grants.* Section 920.40 *General*, Published November 29, 1973, is hereby repealed and the following substituted therefore:

§ 920.40 General.

(a) The primary purpose of development grants made under Section 305 of the Act is to assist a state in developing a comprehensive management program for their coastal zone that can be approved by the Secretary. The purpose of these guidelines is to define clearly the processes by which grantees apply for and administer grants under the Act. These guidelines shall be used and interpreted in conjunction with the Grants Management Manual for Grants under the Coastal Zone Management Act, hereinafter referred to as the "Manual." This Manual contains procedures and guidelines for the administration of all grants covered under the Coastal Zone Management Act of 1972, as amended. It has been designed as a tool for grantees, although it also addresses the responsibilities of the National Oceanic and Atmospheric Administration and its Office of Coastal Zone Management, which is responsible for administering programs under the Act. The Manual incorporates a wide range of Federal requirements, including those established by the Office of Management and Budget, the General Services Administration, the Department of the Treasury, the General Accounting Office and the Department of Commerce. In addition to specific policy requirements of these agencies, the Manual includes recommended policies and procedures for a grantee to use in submitting a grant application. Inclusion of recommended policies and procedures for grantees does not limit the choice of grantees in selecting those most useful and applicable to local requirements and conditions. Grants given to the State must be expended for the development of a management program that meets the requirements of the Act. The grants shall not exceed two-thirds of the total cost of the development programs. Federal funds received from other sources cannot be used to match OCZM grants. No more than three annual management program development grants can be awarded to a State.

(b) Section 305(c) of the Act in part, provides:

> In order to qualify for a grant under this section, the State must demonstrate to the satisfaction of the Secretary that such a grant will be used to develop a management program consistent with the requirements set forth in section 306 of the Act. After making the initial grant to a coastal State, no subsequent grant shall be made under this section unless the Secretary finds that the State is satisfactorily developing such a management program.

Section 920.45 *Application for the initial management program development grant*, Published November 29, 1973 is hereby repealed and the following substituted therefore:

§ 920.45 Application for the initial management program development grant.

(a) The Form CD–288, Preapplication for Federal Assistance, required only for the initial grant, should be submitted 120 days prior to the beginning date of the requested grant. The preapplication shall include documentation, signed by the Governor, designating the State office, agency or entity to apply for and administer the grant.

(b) All applications are subject to the provisions of OMB Circular A–95 (revised). The Form CD–288, Preapplication for Federal Assistance, will be transmitted to the appropriate clearinghouses at the time it is submitted to the Office of Coastal Zone Management (OCZM). If the application is determined to be Statewide or broader in nature, a statement to that effect shall be attached to the Preapplication form submitted to OCZM. Such a determination does not preclude the State clearinghouse from involving areawide clearinghouses in the review. In any event, whether the application is considered to be Statewide or not, the Preapplication form shall include an attachment indicating the date copies of the Preapplication form were transmitted to the State clearinghouse and if applicable, the identity of the areawide clearinghouse(s) receiving copies of the Preapplication form and the date(s) transmitted. The Preapplication form may be used to meet the project notification and review requirements of OMB Circular A–95 with the concurrence of the appropriate clearinghouses. In the absence of such concurrence the project notification and review procedures, established by State and areawide clearinghouses, should be implemented simultaneously with the distribution of the Preapplication form.

(c) Costs claimed as charges to the grant project must be beneficial and necessary to the objectives of the grant project. As used herein the terms costs and grant project pertain to both the Federal grant and the matching share. The allowability of costs will be determined in accordance with the provisions of FMC 74–4: Cost Principles Applicable to Grants and Contracts with State and Local Governments.

(d) The Form CD–292, Application for Federal Assistance (Non-Construction Programs), constitutes the formal application and must be submitted 60 days prior to the desired grant beginning date. The application must be accompanied by evidence of compliance with A–95 requirements including the resolution of any problems raised by the proposed project. The OCZM will not accept applications substantially deficient in adherence to A–95 requirements.

(e) In Part IV, Program Narrative, of the Form CD–292, the applicant should respond to the following requirements. Applicants are urged to be clear and brief.

(1) Summarize the State's past and current activities in its coastal zone and describe the current status of coastal management and related activities.

(2) Discuss and rank by general order of importance the major coastal zone related problems and issues facing the State.

(3) Identify the goals the State expects to achieve by development of its coastal zone management program, and the objectives it has set to meet those goals.

(4) Describe the overall program design for developing the management program. This should be an outline of the State's plan of action, identifying the work to be accomplished, for developing an approvable management program. Briefly and generally describe how the overall program design is intended to meet the requirements set forth in §§ 920.11, 920.12, 920.13, 920.14, 920.15, 920.16 of Subpart B of this part. In developing the overall program design the applicant should also give early consideration to the more specific requirements for approval of a management program as set forth in 15 CFR Part 923, Subparts B, C, D and E. The applicant will also find in Subpart A, § 923.4 a general description of the factors considered in the evaluation of management programs submitted for approval. In addition the program design should specifically include:

(i) An identification of existing information and sources of information;

(ii) A projection as to additional information must be acquired;

(iii) A description of methods to insure public participation;

(iv) A description of the intergovernmental process by which the State intends to involve various levels of government in the development of the management program;

(v) A mechanism for coordination with agencies administering excluded Federal lands that are in the coastal zone;

(vi) A tentative approximation of the boundaries of the State's coastal zone;

(vii) Identification of any other Federal and State planning, programming or activity which may have a significant impact on the State's coastal zone. Such planning, programming or activities includes work accomplished or to be undertaken by any Federal, State, areawide, local, regional or interstate agencies, regardless of source of funding. Additionally the application shall reflect, and the coastal zone management program as it is developed will provide methods to integrate Federally assisted programs. Programs such as, but not limited to, those listed below as well as any Federally supported land use program which may be hereafter enacted should be considered. (The program numbers and titles listed on the next page are those contained in the 1974 Catalog of Federal Domestic Assistance).

Public law reference		
Pub. L. 87-703; 91-343; 74-46.	Resource Conservation and Development.	(10.901)
Pub. L. 89-136; 90-103; 91-123; 91-304; 93-65; 93-46.	Public Works and Economic Development Act.	(11.302)
Pub. L. 88-309; 92-500; 90-551.	Commercial Fisheries Research and Development Act.	(11.407)
Pub. L. 89-688; 89-454.	National Sea Grant College and Program Act.	(11.417)
Pub. L. 90-448; 91-152; 92-234.	Flood Insurance and Flood Disaster Protection.	(14.001)
Pub. L. 83-500.....	Comprehensive Planning Assistance.	(14.203)
Pub. L. 88-578.....	Outdoor Recreation State Planning.	(15.401)
Pub. L. 89-304; 91-249.	Anadromous Fish Conservation.	(15.600)
	Fish Restoration.....	(15.605)
	Wildlife Restoration.....	(15.611)
Pub. L. 74-292.....	Historic American Buildings Survey.	(15.903)
Pub. L. 89-665.....	Historic Preservation.....	(15.904)
Pub. L. 91-258.....	Airport Planning Grant Program.	(20.103)
Pub. L. 90-495; 91-605; 89-574.	Highway Research Planning and Construction.	(20-205)
Pub. L. 91-453; 88-365.	Urban Mass Transportation Technical Studies Grants.	(20-505)
Pub. L. 89-80.....	Water Resources Planning.	(65.001)
	Air Pollution Survey and Demonstration Grants.	(66.005)
	Solid Waste Planning Grants.	(66.301)
	Water Pollution Control Comprehensive Planning Grants.	(66.401)
Pub. L. 88-206; 89-272; 89-675; 90-148; 91-604.	Air Pollution Survey and Demonstration Grants.	(66.005)
Pub. L. 92-500.....	Water Quality Management Technical Planning Assistance.	(66.023)
Pub. L. 89-272; 91-512; 93-14.	Solid Waste Technical Assistance, Training and Information Services.	(66.304)
Pub. L. 92-532.....	Marine Protection Research and Sanctuaries.	
Pub. L. 92-419.....	Rural Development Act.	

(5) Set forth a work program describing the work to be accomplished during the grant period. The work program should be consistent with the phasing of the overall program design and should include:

(i) A precise description of each major task to be undertaken, how it will be accomplished and who will do it.

(ii) For each task identify any "Other Entities" as defined in the "Manual," that will be allocated responsibility for carrying out all or portions of the task, and indicate the estimated cost of the subcontract/grant for each allocation. Identify, if any, that portion of the task that will be carried out under contract with consultants and indicate the estimated cost of such contract(s).

(iii) For each task indicate the estimated total cost. Also indicate the estimated total man-months, if any, allocated to the task from the applicant's staff.

(iv) For each task indicate the percent estimated to be completed during the grant period.

(6) The sum of all task costs in subparagraph (5) of this paragraph should equal the total estimated grant project costs.

(7) Using two categories, Professional and Clerical, indicate the total number of personnel in each category on the applicant's staff, that will be assigned to the grant project. Also indicate the number assigned full time and the number assigned less than full time in the two categories. Additionally indicate the number of new positions created in the two categories, as a result of the grant project.

(f) States may elect to utilize only two annual grants in developing a management program. In such cases the overall program design must encompass the requirements set forth in 920.45, 920.48 and 920.49 within a two year time frame. States should consult with OCZM early in the design stage of such programs for advice and guidance relative to meeting all requirements.

Section 920.46 *Approval of applications*, published November 29, 1973 is hereby repealed and the following substituted therefore:

§ 920.46 Approval of applications.

(a) The application for a management program development grant of any coastal State which complies with the policies and requirements of the Act and these guidelines, shall be approved by OCZM, assuming available funding.

(b) Should an application be found deficient, OCZM will notify the applicant in writing, setting forth in detail the manner in which the application fails to conform to the requirements of the Act or this subpart. Conferences may be held on these matters. Corrections or adjustments to the application will provide the basis for resubmittal of the application for further consideration and review.

(c) OCZM may, upon finding of extenuating circumstances relating to applications for assistance, waive appropriate administrative requirements contained herein.

Section 920.47 *Amendments*, Published November 29, 1973 is hereby repealed and the following substituted therefore:

§ 920.47 Amendments.

Amendments to an approved application must be submitted to, and approved by, the OCZM prior to initiation of the change contemplated. Requests for substantial changes should be discussed with OCZM well in advance. It is recognized that, while all amendments must be approved by OCZM, most such requests will be relatively minor in scope; therefore, approval may be presumed for minor amendments if the State has not been notified of objections within 30 working days of date of postmark of the request.

Section 920.48 *Application for second year grants*, published November 29, 1973 is hereby repealed and the following substituted therefor:

§ 920.48 Application for second year grants.

(a) Second year development grant applications will follow the procedures set forth in § 920.45 (c), (d), (e) (5), (6), (7) with the exception that the preapplication form may be used at the option of the applicant. If used, the procedures set forth in § 920.45(b) will be followed. In any event the A-95 project notification and review procedures established by State and areawide clearinghouses should be followed. Additionally, the program design (§ 920.45(e)(4)) shall be updated to:

(1) Describe how the past year's work and products contributed to the accomplishment of the overall program design and to meeting the requirements set forth in § 920.45(e). At this point clearly establish and identify the relationship between the tasks set out in the overall program design and the criteria established for approval of a coastal zone management program as set forth in 15 CFR Part 923, Subparts B, C, D and E.

(2) Examine and assess the need, if any, to modify the overall program design or the management program development goals and objectives or both in view of the above or of any emerging opportunities or problems.

(b) In evaluating whether a State is making satisfactory progress in the development of a management program to determine eligibility for the second year grant, the Secretary will consider among other things:

(1) The progress made toward meeting management program goals and objectives;

(2) The progress demonstrated in completing the first year work program;

(3) The relationship identified between the program design and meeting the criteria required for Final approval of a coastal zone management program.

(4) The effectiveness of mechanisms for insuring public participation and consultation with affected Federal, State, regional and local agencies.

(c) If the overall program design provides for developing a management program in two years, the application for a second year grant should be prepared in accordance with 920.49.

Section 920.49 *Application for third year grants*, published November 29, 1973 is hereby repealed and the following substituted therefore:

§ 920.49 Application for third year grants.

(a) Third year development grant applications will follow the procedures set forth in § 920.45 (c), (d), (e) (5), (6), (7) with the exception that the preapplication form may be used at the option of the applicant. If used, the procedures set forth in § 920.45(b) will be followed. In any event the A-95 project notification and review procedures established by State and areawide clearinghouses should be followed. Additionally the program design (§ 920.45(e)(4)) shall be updated to:

(1) Describe how the second year's work and products contributed to the accomplishment of the overall program design and specifically to meeting the criteria established for approval of a coastal zone management program as set forth in 15 CFR Part 923, Subparts B, C, D and E.

(2) Examine and assess the need, if any, to modify the overall program design or the management program development goals and objectives or both in view of the above or of any emerging opportunities or problems.

(3) A projection as to when the State will submit a management program to the Secretary for review and Final approval or when a management program

will be submitted for preliminary approval in accordance with the provisions of 15 CFR Part 923, Subpart A, § 923.3 (b).

(b) In evaluating whether a State is making satisfactory progress towards completion of a management program to determine the eligibility for the third year grant, the Secretary will consider among other things:

(1) The progress made toward meeting management program goals and objectives;

(2) The progress demonstrated in completing the second year work program;

(3) The cumulative progress, demonstrated during the first and second grant periods, toward meeting the criteria required for Final approval of a coastal zone management program.

(4) The applicability of the third year work program to the achievement of all criteria required for Final approval of a coastal zone management program.

(5) The effectiveness of mechanisms for insuring public participation and consultation with affected Federal, State, regional and local agencies.

R. L. CARNAHAN,
Acting Assistant Administrator for Administration.

[FR Doc.75-9776 Filed 4-14-75;8:45 am]

Title 26—Internal Revenue

CHAPTER I—INTERNAL REVENUE SERVICE, DEPARTMENT OF THE TREASURY

ALCOHOL, TOBACCO, AND FIREARMS

Transfer of Functions

CROSS REFERENCE: For a document which transfers Parts 170–299 from 26 CFR Chapter I to 27 CFR Chapter I, see FR Doc. 75-9726, Title 27, *infra*.

Title 27—Alcohol, Tobacco Products and Firearms

CHAPTER I—BUREAU OF ALCOHOL, TOBACCO AND FIREARMS, DEPARTMENT OF THE TREASURY

[Regs. No. 1]

ALCOHOL, TOBACCO, AND FIREARMS

Recodification

The Bureau of Alcohol, Tobacco and Firearms was established by Treasury Department Order 221, dated June 6, 1972, effective July 1, 1972, which was published at 37 FR 11696. The purpose of this order was to transfer the functions, powers and duties of the Internal Revenue Service arising under laws relating to alcohol, tobacco, firearms, and explosives (including the Alcohol, Tobacco and Firearms Division of the Internal Revenue Service) to the Bureau of Alcohol, Tobacco and Firearms.

On request of the Director of the Office of the Federal Register pursuant to his authority to assure orderly development of the Code of Federal Regulations (1 CFR 8.2), the regulations formerly codified as 26 CFR Parts 170 through 299 (Subchapter E—Alcohol, Tobacco and other Excise Taxes, of Chapter 1) are redesignated as 27 CFR Parts 170 through 299, (Subchapter M—Alcohol, Tobacco and Other Excise Taxes) with the clarifications set forth below.

Wherever references to a part or other subdivision of Title 26 CFR appear in the following types of issuances, the reference shall mean a reference to the same part or other subdivision of Title 27 CFR:

(1) In Title 26 CFR Part 170 through and including Part 299.

(2) In published official ATF Procedures.

(3) In published official ATF Rulings.

(4) On ATF public use forms.

(5) In any other official Bureau publication, pamphlet, circular, or document.

(6) In any written Bureau correspondence or communication with members of the regulated industries or the public at large.

Because this document involves only a redesignation of existing regulations, it is effective April 15, 1975.

Dated: April 7, 1975.

WILLIAM R. THOMPSON,
Acting Director, Bureau of Alcohol, Tobacco and Firearms.

Approved:

Dated: April 9, 1975.

DAVID R. MACDONALD,
Assistant Secretary of the Treasury.

[FR Doc.75-9726 Filed 4-14-75;8:45 am]

Title 24—Housing and Urban Development

CHAPTER X—FEDERAL INSURANCE ADMINISTRATION, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SUBCHAPTER B—NATIONAL FLOOD INSURANCE PROGRAM

[Docket No. FI-540]

PART 1914—AREAS ELIGIBLE FOR THE SALE OF INSURANCE

Status of Participating Communities

The purpose of this notice is to list those communities wherein the sale of flood insurance is authorized under the National Flood Insurance Program (42 U.S.C. 4001–4128).

Insurance policies can be obtained from any licensed property insurance agent or broker serving the eligible community, or from the National Flood Insurers Association servicing company for the state (addresses are published at 39 FR 26186–93). A list of servicing companies is also available from the Federal Insurance Administration, HUD, 451 Seventh Street SW., Washington, D.C. 20410.

The Flood Disaster Protection Act of 1973 requires the purchase of flood insurance on and after March 2, 1974, as a condition of receiving any form of Federal or Federally related financial assistance for acquisition or construction purposes in an identified flood plain area having special hazards that is located within any community currently participating in the National Flood Insurance Program.

Until July 1, 1975, the statutory requirement for the purchase of flood insurance does not apply until and unless the community enters the program and the special flood hazards have been identified. However, on July 1, 1975, or one year after the identification of the community as flood prone, whichever is later, the requirement will apply to all identified special flood hazard areas within the United States, so that, after that date, no such financial assistance can legally be provided for acquisition or construction in these areas unless the community has entered the program and flood insurance has been purchased.

The Federal Insurance Administrator finds that delayed effective dates would be contrary to the public interest. Therefore notice and public procedure under 5 U.S.C. 553(b) are impracticable, unnecessary, and contrary to the public interest.

Section 1914.4 of Part 1914 of Subchapter B of Chapter X of Title 24 of the Code of Federal Regulations is amended by adding in alphabetical sequence new entries to the table. In each entry, a complete chronology of effective dates appears for each listed community. The date that appears in the fourth column of the table is provided in the order to designate (1) the effective date of the authorization of the sale of flood insurance in the area under the emergency or the regular flood insurance program; (2) the effective date on which the community became ineligible for the sale of flood insurance because of its failure to submit land use and control measures as required pursuant to § 1909.24(a); or (3) the effective date of a community's formal reinstatement in the program pursuant to § 1909.24(b). These dates serve notice only for the purposes of granting relief, and not for the application of sanctions, within the meaning of 5 U.S.C. 551. The entry reads as follows:

§ 1914.4 Status of participating communities.

* * * * *

State	County	Location	Effective date of authorization of sale of flood insurance for area	Hazard area identified	State map repository	Local map repository
*	*	*	*	*	*	*
Alabama	Jefferson	Leeds, city of	Apr. 10, 1975. Emergency	June 7, 1974		
Do	Barbour	Eufaula, city of	do	Dec. 17, 1973		
Florida	Brevard	Titusville, city of	Mar. 12, 1971. Emergency. June 16, 1972. Regular. Mar. 26, 1975. Suspension. Apr. 4, 1975. Reinstated.	June 16, 1972		
Illinois	Iroquois	Milford, village of	Apr. 10, 1975. Emergency	June 28, 1974		
Do	Champaign	Mahomet, village of	do	Nov. 23, 1973		
Do	Iroquois	Onarga, village of	do	Dec. 27, 1974		
Indiana	Newton	Brook, town of	do	Dec. 7, 1974		
Minnesota	Wright	Monticello, city of	do	May 24, 1974		
Missouri	Webster	Fordland, city of	do			
New Jersey	Monmouth	Allenhurst, borough of	do	Aug. 24, 1973		
New York	Niagara	Barker, village of	do	May 3, 1974		
North Carolina	Pitt and Lenoir	Grifton, town of	do	Dec. 17, 1973		
Ohio	Cuyhoga	Parma, city of	do	May 17, 1974		
Do	Stark	Massion, city of	do	Jan. 9, 1974		
Texas	Bowie	New Boston, city of	do	Dec. 17, 1973		
Do	Angelina	Diboll, city of	do	May 3, 1974		
Do	Hunt	Commerce, city of	do	Mar. 8, 1974		
Do	Henderson	Athens, city of	do	Aug. 23, 1974		
Wisconsin	Green Lake	Kingston, village of	do	Dec. 17, 1973		

((National Flood Insurance Act of 1968 (Title XIII, Housing and Urban Development Act of 1968); effective Jan. 28, 1969 (33 FR 17804, Nov. 28, 1968), as amended, 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator, 34 FR 2680, Feb. 27, 1969) as amended 39 FR 2787, Jan. 24, 1974)

Issued: April 3, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9541 Filed 4-14-75;8:45 am]

[Docket No. FI-541]

PART 1914—AREAS ELIGIBLE FOR THE SALE OF INSURANCE

Status of Participating Communities

The purpose of this notice is to list those communities wherein the sale of flood insurance is authorized under the National Flood Insurance Program (42 U.S.C. 4001–4128).

Insurance policies can be obtained from any licensed property insurance agent or broker serving the eligible community, or from the National Flood Insurers Association servicing company for the state (addresses are published at 39 FR 26186–93). A list of servicing companies is also available from the Federal Insurance Administration, HUD, 451 Seventh Street, SW., Washington, D.C. 20410.

The Flood Disaster Protection Act of 1973 requires the purchase of flood insurance on and after March 2, 1974, as a condition of receiving any form of Federal or Federally related financial assistance for acquisition or construction purposes in an identified flood plain area having special hazards that is located within any community currently participating in the National Flood Insurance Program.

Until July 1, 1975, the statutory requirement for the purchase of flood insurance does not apply until and unless the community enters the program and the special flood hazards have been identified. However, on July 1, 1975, or one year after the identification of the community as flood prone, whichever is later, the requirement will apply to all identified special flood hazard areas within the United States, so that, after that date, no such financial assistance can legally be provided for acquisition or construction in these areas unless the community has entered the program and flood insurance has been purchased.

The Federal Insurance Administrator finds that delayed effective dates would be contrary to the public interest. Therefore notice and public procedure under 5 U.S.C. 553(b) are impracticable, unnecessary, and contrary to the public interest.

Section 1914.4 of Part 1914 of Subchapter B of Chapter X of Title 24 of the Code of Federal Regulations is amended by adding in alphabetical sequence new entries to the table. In each entry, a complete chronology of effective dates appears for each listed community. The date that appears in the fourth column of the table is provided in order to designate the effective date of the authorization of the sale of flood insurance in the area under the emergency or the regular flood insurance program. These dates serve notice only for the purposes of granting relief, and not for the application of sanctions, within the meaning of 5 U.S.C. 551. The entry reads as follows:

§ 1914.4 List of eligible communities.

* * * * *

State	County	Location	Effective date of authorization of sale of flood insurance for area	Hazard area identified	State map repository	Local map repository
*	*	*	*	*	*	*
Arkansas	Independence	Batesville, city of	Apr. 9, 1975. Emergency	Nov. 23, 1973		
California	Madera	Madera, city of	do	July 19, 1974		
Georgia	Gwinnett	Unincorporated areas	do			
Indiana	Carroll	Flora, town of	do	May 24, 1974		
Minnesota	Hennepin	Minnetonka, city of	do	Aug. 23, 1974		
New York	New York, Bronx, Queens, Kings, Richmond.	New York, city of	Apr. 8, 1975. Emergency	June 28, 1974		
Do	Columbia	Claverack, town of	Apr. 9, 1975. Emergency	May 3, 1974		
Ohio	Washington	Lowell, village of	do	Apr. 12, 1974		
Do	Greene	Spring Valley, village of	do	Nov. 16, 1973		
Do	Seneca, Hancock	Fostoria, city of	do	Apr. 12, 1974		
Do	Lucas	Waterville, village of	do	Apr. 5, 1974		
Pennsylvania	Schuykill	East Brunswick, township of.	do	Jan. 24, 1975		
Tennessee	Warren	Viola, town of	do	Aug. 9, 1974		
Texas	Collins	McKinney, city of	do	May 24, 1974		
West Virginia	Wayne	Kenova, city of	do	May 31, 1974		
Wyoming	Park	Cody, city of	do	June 28, 1974		

((National Flood Insurance Act of 1968 (Title XIII, Housing and Urban Development Act of 1968); effective Jan. 28, 1969 (33 FR 17804, Nov. 28, 1968), as amended, 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator, 34 FR 2680, Feb. 27, 1969) as amended 39 FR 2787, Jan. 24, 1974)

Issued: April 3, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9540 Filed 4-14-75;8:45 am]

[Docket No. FI-542]

PART 1914—AREAS ELIGIBLE FOR THE SALE OF INSURANCE

Status of Participating Communities

The purpose of this notice is to list those communities wherein the sale of flood insurance is authorized under the National Flood Insurance Program (42 U.S.C. 4001–4128).

Insurance policies can be obtained from any licensed property insurance agent or broker serving the eligible community, or from the National Flood Insurers Association servicing company for the state (addresses are published at 39 FR 26186–93). A list of servicing companies is also available from the Federal Insurance Administration, HUD, 451 Seventh Street, SW, Washington, D.C. 20410.

The Flood Disaster Protection Act of 1973 requires the purchase of flood insurance on and after March 2, 1974, as a condition of receiving any form of Federal or Federally related financial assistance for acquisition or construction purposes in an identified flood plain area having special hazards that is located within any community currently participating in the National Flood Insurance Program.

Until July 1, 1975, the statutory requirement for the purchase of flood insurance does not apply until and unless the community enters the program and the special flood hazards have been identified. However, on July 1, 1975, or one year after the identification of the community as flood prone, whichever is later, the requirement will apply to all identified special flood hazard areas within the United States, so that, after that date, no such financial assistance can legally be provided for acquisition or construction in these areas unless the community has entered the program and flood insurance has been purchased.

The Federal Insurance Administrator finds that delayed effective dates would be contrary to the public interest. Therefore notice and public procedure under 5 U.S.C. 553 (b) are impracticable, unnecessary, and contrary to the public interest.

Section 1914.4 of Part 1914 of Subchapter B of Chapter X of Title 24 of the Code of Federal Regulations is amended by adding in alphabetical sequence new entries to the table. In each entry, a complete chronology of effective dates appears for each listed community. The date that appears in the fourth column of the table is provided in order to designate the effective date of the authorization of the sale of flood insurance in the area under the emergency or the regular flood insurance program. These dates serve notice only for the purposes of granting relief, and not for the application of sanctions, within the meaning of 5 U.S.C. 551. The entry reads as follows:

§ 1914.4 Status of participating communities.

* * * * *

State	County	Location	Effective date of authorization of sale of flood insurance for area	Hazard area identified	State map repository	Local map repository
*	*	*	*	*	*	*
Arkansas	Miller	Garland City, city of	Apr. 1, 1975. Emergency	Jan. 17, 1975		
California	Stanislaus	Oakdale, city of	do	June 7, 1974		
Georgia	Screven	Sylvania, city of	do	do		
Illinois	Rock Island	Rapids City, village of	do	Mar. 22, 1974 Feb. 14, 1975		
Indiana	Switzerland	Vevay, town of	do	Feb. 1, 1974		
Do	Wayne	Richmond, city of	Mar. 28, 1975. Emergency	May 10, 1974		
Kansas	Allen	Iola, city of	Apr. 1, 1975. Emergency	Dec. 17, 1973 Mar. 7, 1975		
Do	Meade	Meade, city of	do	Feb. 1, 1974		
Michigan	Antrim	Torch Lake, township of	do			
Do	Lenawee	Adrian, city of	do	May 3, 1974		
Missouri	Howell	Mountain View, city of	do	May 10, 1974		
Mississippi	Bolivar	Alligator, town of	do	Oct. 25, 1974		
Do	Choctaw	Ackerman, town of	do	Jan. 31, 1975		
New York	Ulster	Rochester, town of	do	June 21, 1974		
Oregon	Union	Island City, city of	do	Aug. 30, 1974		
Pennsylvania	Susquehanna	Depot, borough of	do			
Tennessee	Jackson	Gainesboro, city of	do	June 21, 1974		
Texas	Williamson	Round Rock, city of	do			
West Virginia	Harrison	Lumberport, town of	do	Mar. 8, 1974		
Do	Randolph	Mill Creek, town of	do	Jan. 10, 1975		
Do	Marion	Mannington, city of	do	May 31, 1974		
Wisconsin	Chippewa	Stanley, city of	do	May 3, 1974		

((National Flood Insurance Act of 1968 (Title XIII, Housing and Urban Development Act of 1968); effective Jan. 28, 1969 (33 FR 17804, Nov. 28, 1968), as amended, 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator, 34 FR 2680, Feb. 27, 1969) as amended 39 FR 2787, Jan. 24, 1974)

Issued: March 26, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9539 Filed 4-14-75;8:45 am]

[Docket No. FI-548]

PART 1914—AREAS ELIGIBLE FOR THE SALE OF INSURANCE

Status of Participating Communities

The purpose of this notice is to list those communities wherein the sale of flood insurance is authorized under the National Flood Insurance Program (42 U.S.C. 4001–4128).

Insurance policies can be obtained from any licensed property insurance agent or broker serving the eligible community, or from the National Flood Insurers Association servicing company for the state (addresses are published at 39 FR 26186–93). A list of servicing companies is also available from the Federal Insurance Administration, HUD, 451 Seventh Street, SW., Washington, D.C. 20410.

The Flood Disaster Protection Act of 1973 requires the purchase of flood insurance on and after March 2, 1974, as a condition of receiving any form of Federal or Federally related financial assistance for acquisition or construction purposes in an identified flood plain area having special hazards that is located within any community currently participating in the National Flood Insurance Program.

Until July 1, 1975, the statutory requirement for the purchase of flood insurance does not apply until and unless the community enters the program and the special flood hazards have been identified. However, on July 1, 1975, or one year after the identification of the community as flood prone, whichever is later, the requirement will apply to all identified special flood hazard areas within the United States, so that, after that date, no such financial assistance can legally be provided for acquisition or construction in these areas unless the community has entered the program and flood insurance has been purchased.

The Federal Insurance Administrator finds that delayed effective dates would be contrary to the public interest. Therefore notice and public procedure under 5 U.S.C. 553(b) are impracticable, unnecessary, and contrary to the public interest.

Section 1914.4 of Part 1914 of Subchapter B of Chapter X of Title 24 of the Code of Federal Regulations is amended by adding in alphabetical sequence new entries to the table. In each entry, a complete chronology of effective dates appears for each listed community. The date that appears in the fourth column of the table is provided in the order to designate (1) the effective date of the authorization of the sale of flood insurance in the area under the emergency or the regular flood insurance program; (2) the effective date on which the community became ineligible for the sale of flood insurance because of its failure to submit land use and control measures as required pursuant to § 1909.24(a); or (3) the effective date of a community's formal reinstatement in the program pursuant to § 1909.24(b). These dates serve notice only for the purposes of granting relief, and not for the application of sanctions, within the meaning of 5 U.S.C. 551. The entry reads as follows:

§ 1914.4 Status of participating communities.

* * * * * *

State	County	Location	Effective date of authorization of sale of flood insurance for area	Hazard area identified	State map repository	Local map repository
*	*	*	*	*	*	*
Alabama	Calhoun	Oxford, city of	Apr. 3, 1975, Emergency	May 17, 1974		
Arkansas	Mississippi	Keiser, city of	do	do		
Do.	Johnson	Lamar, city of	do	Apr. 5, 1974		
Do.	Drew	Monticello, city of	do			
Do.	do	Tillar, city of	do	Nov. 1, 1974		
California	Riverside	Indian Wells, city of	do	June 28, 1974		
Idaho	Clark	Unincorporated areas	do			
Do.	Lewis	Kamiah, city of	do	Nov. 23, 1973		
Illinois	Cook	Barrington Hills, village of	do	Apr. 5, 1974		
Do.	Franklin	Benton, city of	do	June 28, 1974		
Do.	Knox	Galesburg, city of	do	Feb. 22, 1974		
Do.	Henry	Kewanee, city of	do	May 17, 1974		
Do.	Rock Island	Milan, village of	do	May 10, 1974		
Do.	Kendall	Yorkville, city of	do	Mar. 29, 1974		
Indiana	Dearborn	Unincorporated areas	do			
Do.	Adams	Decatur, city of	do	Nov. 23, 1973		
Do.	Jackson	Seymour, city of	do	Dec. 17, 1973		
Do.	Wabash	Unincorporated areas	do	Dec. 27, 1974		
Iowa	Black Hawk	Dunkerton, city of	Apr. 3, 1975, Emergency	Mar. 22, 1974		
Do.	Clayton	McGregor, town of	Mar. 24, 1975, Suspension withdrawn.	Jan. 19, 1972		
Kansas	Barton	Albert, city of	Apr. 3, 1975, Emergency	Dec. 27, 1974		
Do.	Harvey	Halstead, city of	do	June 7, 1974		
Kentucky	Montgomery	Mount Sterling, city of	do	May 10, 1974		
Maine	Penobscot	Bangor, city of	do	Mar. 29, 1974		
Do.	do	Orono, town of	do	Dec. 13, 1974		
Massachusetts	Plymouth	Hanson, town of	do	Nov. 8, 1974		
Michigan	Wayne	Wayne, city of	do	May 31, 1974		
New York	Rensselaer	Poestenkill, town of	do	Aug. 30, 1974		
Do.	Sullivan	Woodridge, village of	do	Nov. 15, 1974		
North Carolina	Duplin	Wallace, town of	do	June 28, 1974		
South Carolina	Horry	Aynor	do	do		
Texas	Cameron	Rio Hondo, town of	do	May 10, 1974		
West Virginia	Barbour	Junior, town of	do	June 28, 1974		

((National Flood Insurance Act of 1968 (Title XIII, Housing and Urban Development Act of 1968); effective Jan. 28, 1969 (33 FR 17804, Nov. 28, 1968), as amended, 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator, 34 FR 2680, Feb. 27, 1969) as amended 39 FR 2787, Jan. 24, 1974)

Issued: March 28, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9538 Filed 4-14-75;8:45 am]

[Docket No. FI-549]

PART 1914—AREAS ELIGIBLE FOR THE SALE OF INSURANCE

Status of Participating Communities

The purpose of this notice is to list those communities wherein the sale of flood insurance is authorized under the National Flood Insurance Program (42 U.S.C. 4001–4128).

Insurance policies can be obtained from any licensed property insurance agent or broker serving the eligible community, or from the National Flood Insurers Association servicing company for the state (addresses are published at 39 FR 26186–93). A list of servicing companies is also available from the Federal Insurance Administration, HUD, 451 Seventh Street, SW., Washington, D.C. 20410.

The Flood Disaster Protection Act of 1973 requires the purchase of flood insurance on and after March 2, 1974, as a condition of receiving any form of Federal or Federally related financial assistance for acquisition or construction purposes in an identified flood plain area having special hazards that is located within any community currently participating in the National Flood Insurance Program.

Until July 1, 1975, the statutory requirement for the purchase of flood insurance does not apply until and unless the community enters the program and the special flood hazards have been identified. However, on July 1, 1975, or one year after the identification of the community as flood prone, whichever is later, the requirement will apply to all identified special flood hazard areas within the United States, so that, after that date, no such financial assistance can legally be provided for acquisition or construction in these areas unless the community has entered the program and flood insurance has been purchased.

The Federal Insurance Administrator finds that delayed effective dates would be contrary to the public interest. Therefore notice and public procedure under 5 U.S.C. 553(b) are impracticable, unnecessary, and contrary to the public interest.

Section 1914.4 of Part 1914 of Subchapter B of Chapter X of Title 24 of the Code of Federal Regulations is amended by adding in alphabetical sequence new entries to the table. In each entry, a complete chronology of effective dates appears for each listed community. The date that appears in the fourth column of the table is provided in the order to designate (1) the effective date of the authorization of the sale of flood insurance in the area under the emergency or the regular flood insurance program; (2) the effective date on which the community became ineligible for the sale of flood insurance because of its failure to submit land use and control measures as required pursuant to § 1909.24 (a); or (3) the effective date of a community's formal reinstatement in the program pursuant to § 1909.24(b). These dates serve notice only for the purposes of granting relief, and not for the application of sanctions, within the meaning of 5 U.S.C. 551.

The entry reads as follows:

§ 1914.4 Status of participating communities.

* * * * *

State	County	Location	Effective date of authorization of sale of flood insurance for area	Hazard area identified	State map repository	Local map repository
*	*	*	*	*	*	*
Alabama	Escambia	Atmore, city of	Apr. 2, 1975. Emergency	Apr. 5, 1974		
Arkansas	Carrol	Eureka Springs, city of	do	Jan. 10, 1975		
Do	Calhoun	Hampton, city of	do	June 21, 1974		
California	Del Norte	Crescent City, city of	do	May 3, 1974		
Do	San Mateo	Menlo Park, city of	do	June 14, 1974		
Delaware	Kent	Frederica, town of	do	May 17, 1974		
Do	Sussex	Laurel, town of	do	June 7, 1974		
Florida	Palm Beach	Golf, village of	do	Aug. 30, 1974		
Do	Jackson	Graceville, city of	do	Jan. 16, 1974		
Do	Orange	Ocoee, city of	do	Aug. 2, 1974		
Illinois	Whiteside	Sterling, city of	do	May 3, 1974		
Indiana	Morgan	Martinsville, city of	do	Nov. 23, 1973		
Kansas	Shawnee	Topeka, city of	Mar. 24, 1975. Suspension withdrawn.	Oct. 23, 1971		
New York	Cattaraugus	Ellicottville, village of	Apr. 2, 1975. Emergency	May 24, 1974		
Do	Washington	Greenwich, village of	do	May 10, 1974		
North Carolina	Johnston	Clayton, town of	do	Dec. 28, 1973		
Do	Henderson	Hendersonville, city of	do			
Ohio	Wyandot	Carey, village of	do	May 31, 1974		
Do	Richland	Mansfield, city of	do	May 17, 1974		
Oklahoma	Pottawatomie	Shawnee, city of	do	Dec. 27, 1974		
Pennsylvania	Allegheny	Lincoln, borough of	do	Dec. 28, 1973		
Do	Erie	McKean, township of	do			
Do	Clarion	Redbank, township of	do	Jan. 17, 1975		
South Carolina	Kershaw	Camden, city of	do	May 24, 1974		
Do	Georgetown	Unincorporated areas	Feb. 26, 1971. Emergency. Dec. 31, 1971. Suspension. Mar. 27, 1975. Reinstated.	Jan. 3, 1975		
Do	Colleton	Walterboro, city of	Apr. 2, 1975. Emergency	June 7, 1974		
Tennessee	Benton	Camden, city of	do	June 14, 1974		
Do	Hickman	Centerville, town of	do	Feb. 1, 1974		
Do	Gibson	Humboldt, city of	do	May 3, 1974		
Texas	Brazoria	Danbury, city of	do	May 24, 1974		
Do	Williamson	Florence, city of	do	Apr. 12, 1974		
Washington	Jefferson	Unincorporated areas	do			
Do	Lincoln	Unincorporated areas	do			
Do	King	Tukwila, city of	do	May 24, 1974		
West Virginia	Marshall	Glen Dale, city of	do	June 28, 1974		
Do	Jefferson	Ranson, city of	do	May 3, 1974		
Do	Mingo	Williamson, city of	do	May 31, 1974		
Wisconsin	Portage	Amherst, village of	do	Jan. 9, 1974		
Do	Dodge	Brownsville, village of	do	Sept. 6, 1974		
Do	Washington	Jackson, village of	do	Dec. 28, 1973		

(National Flood Insurance Act of 1968 (title XIII of the Housing and Urban Development Act of 1968); effective Jan. 28, 1969 (33 FR 17804, Nov. 28, 1968), as amended, 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator, 34 FR 2680, Feb. 27, 1969) as amended 39 FR 2787, Jan. 24, 1974.

Issued: March 27, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9537 Filed 4-14-75;8:45 am]

[Docket No. FI-550]

PART 1914—AREAS ELIGIBLE FOR THE SALE OF INSURANCE

Status of Participating Communities

The purpose of this notice is to list those communities wherein the sale of flood insurance is authorized under the National Flood Insurance Program (42 U.S.C. 4001–4128).

Insurance policies can be obtained from any licensed property insurance agent or broker serving the eligible community or from the National Flood Insurers Association servicing company for the state (addresses are published at 39 FR 26186–93). A list of servicing companies is also available from the Federal Insurance Administration, HUD, 451 Seventh Street, SW, Washington, D.C. 20410.

The Flood Disaster Protection Act of 1973 requires the purchase of flood insurance on and after March 2, 1974, as a condition of receiving any form of Federal or Federally related financial assistance for acquisition or construction purposes in an identified flood plain area having special hazards that is located within any community currently participating in the National Flood Insurance Program.

Until July 1, 1975, the statutory requirement for the purchase of flood insurance does not apply until and unless the community enters the program and the special flood hazards have been identified. However, on July 1, 1975, or one year after the identification of the community as flood prone, whichever is later, the requirement will apply to all identified special flood hazard areas within the United States, so that, after that date, no such financial assistance can legally be provided for acquisition or construction in these areas unless the community has entered the program and flood insurance has been purchased.

The Federal Insurance Administrator finds that delayed effective dates would be contrary to the public interest. Therefore notice and public procedure under 5 U.S.C. 553(b) are impracticable, unnecessary, and contrary to the public interest.

Section 1914.4 of Part 1914 of Subchapter B of Chapter X of Title 24 of the Code of Federal Regulations is amended by adding in alphabetical sequence new entries to the table. In each entry, a complete chronology of effective dates appears for each listed community. The date that appears in the fourth column of the table is provided in order to designate the effective date of the authorization of the sale of flood insurance in the area under the emergency or the regular flood insurance program. These dates serve notice only for the purposes of granting relief, and not for the application of sanctions, within the meaning of 5 U.S.C. 551. The entry reads as follows:

§ 1914.4 List of eligible communities.

* * * * *

State	County	Location	Effective date of authorization of sale of flood insurance for area	Hazard area identified	State map repository	Local map repository
			*	*	*	*
Alabama	Escambia	Brewton, city of	Apr. 4, 1975, Emergency	Dec. 7, 1973		
California	Riverside	Norco, city of	do	May 17, 1974		
Idaho	Idaho	Kooskia, city of	do	Nov. 30, 1973		
Indiana	Delaware	Muncie, city of	do	Jan. 16, 1974		
Kansas	Pratt	Pratt, city of	do	Apr. 5, 1974		
Do	Neosho	Erie, city of	do	Jan. 23, 1974		
Louisiana	Rapides Parish	Glenmora, town of	do	Apr. 12, 1974		
Minnesota	Lac Qui Parle	Boyd, city of	do	Oct. 25, 1974		
Mississippi	Tishomingo	Iuka, city of	do	Mar. 8, 1974		
Do	Lee	Plantersville, town of	do	June 14, 1974		
Nebraska	Saunders	Cedar Bluffs, village of	do			
New Jersey	Hudson	Guttenberg, town of	do	June 28, 1974		
Do	do	Jersey City, city of	do			
New Mexico	Rio Arriba	Espanola, city of	do	June 21, 1974		
Do	Eddy	Artesia, city of	do	Jan. 16, 1974		
New York	Erie	Clarence, town of	do	May 17, 1974		
Do	Herkimer	German Flatts, town of	do	Mar. 29, 1974		
Do	Orleans	Murray, town of	do	Oct. 18, 1974		
Do	Sullivan	Delaware, town of	do	June 28, 1974		
				Jan. 3, 1975		
Do	Orange	Goshen, town of	do	Mar. 22, 1974		
Do	Cayuga	Locke, town of	do	May 31, 1974		
Do	Orange	Deer Park, town of	do	May 17, 1974		
North Carolina	Richmond	Hamlet, city of	do	Dec. 17, 1973		
Oregon	Lane	Cottage Grove, city of	do	Feb. 22, 1974		
Do	Jackson	Jacksonville, city of	do	June 21, 1974		
Texas	Marion	Jefferson, city of	do	June 7, 1974		
Utah	Wasatch	Unincorporated areas	do	do		
Washington	Yakima	Toppenish, city of	do	do		

(National Flood Insurance Act of 1968 (title XIII of the Housing and Urban Development Act of 1968); effective Jan. 28, 1969 (33 FR 17804, Nov. 28, 1968), as amended, 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator, 34 FR 2680, Feb. 27, 1969) as amended 39 FR 2787, Jan. 24, 1974.

Issued: April 1, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9536 Filed 4-14-75;8:45 am]

[Docket No. FI-551]

PART 1914—AREAS ELIGIBLE FOR THE SALE OF INSURANCE

Status of Participating Communities

The purpose of this notice is to list those communities wherein the sale of flood insurance is authorized under the National Flood Insurance Program (42 U.S.C. 4001–4128).

Insurance policies can be obtained from any licensed property insurance agent or broker serving the eligible community, or from the National Flood Insurers Association servicing company for the state (addresses are published at 39 FR 26186–93). A list of servicing companies is also available from the Federal Insurance Administration, HUD, 451 Seventh Street, SW., Washington, D.C. 20410.

The Flood Disaster Protection Act of 1973 requires the purchase of flood insurance on and after March 2, 1974, as a condition of receiving any form of Federal or Federally related financial assistance for acquisition or construction purposes in an identified flood plain area having special hazards that is located within any community currently participating in the National Flood Insurance Program.

Until July 1, 1975, the statutory requirement for the purchase of flood insurance does not apply until and unless the community enters the program and the special flood hazards have been identified. However, on July 1, 1975, or one year after the identification of the community as flood prone, whichever is later, the requirement will apply to all identified special flood hazard areas within the United States, so that, after that date, no such financial assistance can legally be provided for acquisition or construction in these areas unless the community has entered the program and flood insurance has been purchased.

The Federal Insurance Administrator finds that delayed effective dates would be contrary to the public interest. Therefore notice and public procedure under 5 U.S.C. 553(b) are impracticable, unnecessary, and contrary to the public interest.

Section 1914.4 of Part 1914 of Subchapter B of Chapter X of Title 24 of the Code of Federal Regulations is amended by adding in alphabetical sequence new entries to the table. In each entry, a complete chronology of effective dates appears for each listed community. The date that appears in the fourth column of the table is provided in order to designate the effective date of the authorization of the sale of flood insurance in the area under the emergency or the regular flood insurance program. These dates serve notice only for the purposes of granting relief, and not for the application of sanctions, within the meaning of 5 U.S.C. 551. The entry reads as follows:

§ 1914.4 Status of participating communities.

* * * * *

State	County	Location	Effective date of authorization of sale of flood insurance for area	Hazard area identified	State map repository	Local map repository
*	*	*	*	*	*	*
Colorado	Prowers	Lamar, city of	Apr. 8, 1975, Emergency	Mar. 22, 1974		
Illinois	Lee	Amboy, city of	do	Nov. 23, 1973		
Iowa	Story	Gilbert, city of	do	June 7, 1974		
Do	Audubon	Kimballton, town of	do	Dec. 13, 1974		
Do	Muscatine	Unincorporated areas	do			
Kentucky	Union	Sturgis, city of	do	May 17, 1974		
Michigan	Leelanau	Empire, village of	do			
Do	Dickinson	Iron Mountain, city of	do	June 7, 1974		
Minnesota	Stearns	Rockville, city of	do	Aug. 2, 1974		
Do	Hennepin	Shorewood, city of	do	May 31, 1974		
Mississippi	Yalobusha	Coffeeville, town of	do	June 7, 1974		
Do	Bolivar	Pace, town of	do	Oct. 25, 1974		
Missouri	Livingston	Chillicothe, city of	do	Jan. 9, 1974		
Do	Pemiscot	Unincorporated areas	do			
New York	Niagara	Middleport, village of	do	May 31, 1974		
Ohio	Mahoning	Struthers, city of	do	Mar. 15, 1974		
Texas	Liberty	Cleveland, city of	do	Mar. 8, 1974		
Do	Mitchell	Colorado, city of	do	Apr. 12, 1974		
Do	Kaufman	Forney, city of	do	Feb. 1, 1974		
Do	Upshur	Gilmer, city of	do	May 24, 1974		

((National Flood Insurance Act of 1968 (Title XIII, Housing and Urban Development Act of 1968); effective Jan. 28, 1969 (33 FR 17804, Nov. 28, 1968), as amended, 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator, 34 FR 2680, Feb. 27, 1969) as amended 39 FR 2787, Jan. 24, 1974)

Issued: April 1, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9535 Filed 4-14-75;8:45 am]

[Docket No. FI-553]

PART 1914—AREAS ELIGIBLE FOR THE SALE OF INSURANCE

Status of Participating Communities

The purpose of this notice is to list those communities wherein the sale of flood insurance is authorized under the National Flood Insurance Program (42 U.S.C. 4001–4128).

Insurance policies can be obtained from any licensed property insurance agent or broker serving the eligible community, or from the National Flood Insurers Association servicing company for the state (addresses are published at 39 FR 26186–93). A list of servicing companies is also available from the Federal Insurance Administration, HUD, 451 Seventh Street, SW, Washington, D.C. 20410.

The Flood Disaster Protection Act of 1973 requires the purchase of flood insurance on and after March 2, 1974, as a condition of receiving any form of Federal or Federally related financial assistance for acquisition or construction purposes in an identified flood plain area having special hazards that is located within any community currently participating in the National Flood Insurance Program.

Until July 1, 1975, the statutory requirement for the purchase of flood insurance does not apply until and unless the community enters the program and the special flood hazards have been identified. However, on July 1, 1975, or one year after the identification of the community as flood prone, whichever is later, the requirement will apply to all identified special flood hazard areas within the United States, so that, after that date, no such financial assistance can legally be provided for acquisition or construction in these areas unless the community has entered the program and flood insurance has been purchased.

The Federal Insurance Administrator finds that delayed effective dates would be contrary to the public interest. Therefore notice and public procedure under 5 U.S.C. 553(b) are impracticable, unnecessary, and contrary to the public interest.

Section 1914.4 of Part 1914 of Subchapter B of Chapter X of Title 24 of the Code of Federal Regulations is amended by adding in alphabetical sequence new entries to the table. In each entry, a complete chronology of effective dates appears for each listed community. The date that appears in the fourth column of the table is provided in the order to designate (1) the effective date of the authorization of the sale of flood insurance in the area under the emergency or the regular flood insurance program; (2) the effective date on which the community became ineligible for the sale of flood insurance because of its failure to submit land use and control measures as required pursuant to § 1909.24(a); or (3) the effective date of a community's formal reinstatement in the program pursuant to § 1909.24(b). These dates serve notice only for the purposes of granting relief, and not for the application of sanctions, within the meaning of 5 U.S.C. 551. The entry reads as follows:

§ 1914.4 Status of participating communities.

* * * * *

State	County	Location	Effective date of authorization of sale of flood insurance for area	Hazard area identified	State map repository	Local map repository
*	*	*	*	*	*	*
Indiana	Scott	Scottsburg, city of	Apr. 7, 1975, Emergency	Nov. 23, 1973		
Kentucky	Graves	Mayfield, city of	do	Mar. 15, 1974		
Maine	Oxford	Fryeburg, town of	do	Aug. 2, 1975		
Do.	Aroostock	Haynesville, town of	do	Jan. 10, 1975		
Minnesota	Todd	Bertha, city of	do	Apr. 12, 1974		
New Jersey	Morris	Boonton, town of	do	June 28, 1974		
Do.	Gloucester	Harrison, township of	do	July 26, 1974		
New Mexico	Otero	Alamogordo, city of	do	July 19, 1974		
North Carolina	Onslow	Unincorporated areas	do			
Do.	Rowan	Spencer, town of	do	Mar. 1, 1974		
North Dakota	Mercer	Zap, city of	do	Dec. 27, 1974		
Oklahoma	Oklahoma	Valley Brook, town of	do	Jan. 24, 1974		
Oregon	Harney	Burns, city of	do	Nov. 30, 1973		
Do.	Jackson	Talent, city of	do	May 31, 1974		
Do.	Union	Union, city of	do			
Pennsylvania	Berks	Bechtelsville, borough of	do	June 28, 1974		
Do.	Centre	Benner, township of	do	Nov. 1, 1974		
Do.	Washington	Buffalo, township of	do	Nov. 1, 1974		
Do.	Butler	Connoquenessing, township of	do	Nov. 15, 1974		
Do.	Clearfield	Curwensville, borough of	do	Feb. 22, 1974		
Do.	Luzerne	Harle, township of	do	Nov. 8, 1974		
Do.	Lawrence	Hickory, township of	do	Jan. 31, 1975		
Do.	Snyder	Jackson, township of	do	Nov. 22, 1974		
Do.	Armstrong	Manorville, borough of	do	Sept. 13, 1974		
Do.	Schuylkill	Reilly, township of	do	Jan. 17, 1975		
Do.	Schuylkill	Ryan, township of	do	Nov. 29, 1974		
Do.	Crawford	Steuben, township of	do	Dec. 13, 1974		
Do.	Allegheny	Tarentum, borough of	do	Feb. 15, 1974		
Do.	Berks	Tilden, township of	do	July 26, 1974		
Texas	Bowie	Nash, city of	do	Jan. 23, 1974		
Do.	McLennan	McGregor, city of	do	Feb. 22, 1974		
Utah	Emery	Green River, city of	do	June 21, 1974		
Virginia	Orange	Unincorporated areas	do	Jan. 31, 1975		
Washington	Asotin	Asotin, town of	do	June 21, 1974		
Do.	King	Lake Forest Park, city of	do	June 28, 1974		
West Virginia	Harrison	Anmoore, town of	do	July 26, 1974		
Do.	Ritchie	Auburn, town of	do	Jan. 24, 1974		
Do.	Marion	Grant Town, town of	do	May 31, 1974		
Do.	Monongalia	Granville, town of	do	Nov. 22, 1974		
Do.	Mineral	Piedmont, city of	do	Aug. 23, 1974		
Wisconsin	Jackson	Black River Falls, city of	do	Dec. 17, 1973		
Do.	Vernon	Coon Valley, village of	do	Apr. 12, 1974		

((National Flood Insurance Act of 1968 (Title XIII, Housing and Urban Development Act of 1968); effective Jan. 28, 1969 (33 FR 17804, Nov. 28, 1968), as amended, 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator, 34 FR 2680, Feb. 27, 1969) as amended 39 FR 2787, Jan. 24, 1974)

Issued: April 1, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9534 Filed 4-14-75;8:45 am]

PART 1915—IDENTIFICATION OF SPECIAL HAZARD AREAS

List of Communities With Special Hazard Areas; Correction

On January 8, 1972, in 37 FR 281, the Federal Insurance Administrator published a list of communities with Special Flood Hazard Areas and the map number and locations where Flood Hazard Boundary Maps were available for public inspection. This list included Fairfax County, Virginia, as an eligible community and included Map No. H 515525 19 which indicates that Lot 35, Block 42, Section 3, Monticello Forest, Fairfax County, Virginia, as recorded in Volume 1233, Pages 212–213 of the land records of Fairfax County, Virginia, is in its entirety within the Special Flood Hazard Area. It has been determined by the Federal Insurance Administration, after further technical review of the above map in light of additional, recently acquired flood information, that the above property is not within the Special Flood Hazard Area. Accordingly, effective June 17, 1970, Map No. H 515525 19 is hereby corrected to reflect that the above property is not within the Special Flood Hazard Area.

(National Flood Insurance Act of 1968 (Title XIII of Housing and Urban Development Act of 1968), effective January 28, 1969 (33 FR 17804, November 28, 1968), as amended 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator 34 FR 2680, February 27, 1969, as amended by 39 FR 2787, January 24, 1974)

Issued: April 1, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9732 Filed 4-14-75;8:45 am]

PART 1915—IDENTIFICATION OF SPECIAL HAZARD AREAS

List of Communities With Special Hazard Areas; Correction

On August 17, 1971, in 36 FR 15532, the Federal Insurance Administrator published a list of communities with Special Flood Hazard Areas and the map number and locations where Flood Insurance Rate Maps were available for public inspection. This list included the City of Tulsa, Oklahoma, as an eligible community and included Map No. H 405381 16 which indicates that Lot No. 9, Block No. 13, Tanglewood Addition, Tulsa, Oklahoma, as recorded in Volume 2983, Page 588, in the office of the Clerk of Tulsa County, Oklahoma, is in its entirety within the Special Flood Hazard Area. It has been determined by the Federal Insurance Administration, after further technical review of the above map in light of additional recently acquired flood information, that the above property is within Zone C, and not within the Special Flood Hazard Area. Accordingly, effective November 20, 1970, Map No. H 405381 16 is hereby corrected to reflect that the above property is not within the Special Flood Hazard Area.

(National Flood Insurance Act of 1968 (Title XIII of Housing and Urban Development Act of 1968), effective January 28, 1969 (33 FR 17804, November 28, 1968), as amended, 42 U.S.C. 4001–4128; and Secretary's delegation of authority to Federal Insurance Administrator 34 FR 2680, February 27, 1969, as amended by 39 FR 2787, January 24, 1974.)

Issued: April 1, 1975.

J. ROBERT HUNTER,
Acting Federal Insurance Administrator.

[FR Doc.75-9733 Filed 4-14-75;8:45 am]

Title 29—Labor

CHAPTER XVII—OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, DEPARTMENT OF LABOR

PART 1952—APPROVED STATE PLANS FOR ENFORCEMENT OF STATE STANDARDS

North Carolina Plan; Level of Federal Enforcement

1. *Background.* Part 1954 of Title 29, Code of Federal Regulations, sets out procedures under section 18 of the Occupational Safety and Health Act of 1970 (29 U.S.C. 667) (hereinafter referred to as the Act) for the evaluation and monitoring of State plans which have been approved under section 18(c) of the Act and 29 CFR Part 1902. Section 1954.3 of this chapter provides guidelines and procedures for the exercise of discretionary Federal enforcement authority under section 18(e) of the Act with regard to Federal standards in issues covered under an approved State plan. In accordance with § 1954.3(b) of this chapter, Federal enforcement authority will not be exercised as to occupational safety and health issues covered under a State plan where a State is operational. A State is determined to be operational under § 1954.3 (b) of this chapter when it has provided for the following requirements: enacted enabling legislation, approved State standards, a sufficient number of qualified enforcement personnel and provisions for the review of enforcement actions. In determining whether and to what extent a State plan meets the operational guidelines, the results of evaluations conducted under 29 CFR Part 1954 are taken into consideration. Once this determination has been made, under § 1954.3(f) of this chapter, a notice of the determination of the operational status of a State plan as described in an agreement setting forth the Federal-State responsibility is to be published in the FEDERAL REGISTER.

2. *Notice of North Carolina Operational Agreement.* (a) In accordance with the provisions of § 1954.3 of this chapter, notice is hereby given that it has been determined that North Carolina has met the following conditions for operational status:

(1) Enactment of the Occupational Safety and Health Act of North Carolina (hereinafter referred to as OSHANC) (Senate Bill 342, Chapter 295, North Carolina State Code) by the North Carolina General Assembly effective July 1, 1973;

(2) Promulgation under section 6, OSHANC, of general industry and construction standards by the Commissioner, North Carolina Department of Labor, initially effective June 4, 1973, with revisions through January 16, 1975. The maritime standards of 29 CFR 1910.13 through 1910.16 are excluded as North Carolina has chosen not to assume jurisdiction over maritime or longshoring activities covered by those standards. The general industry and construction standards were found in the professional judgment of the Assistant Regional Director to be identical to the Federal standards in 29 CFR Part 1910 and 29 CFR Part 1926, and to provide overall protection equal to the comparable Federal standards in such issues. Notice of approval of the North Carolina standards by the Assistant Regional Director was published on March 11, 1975 (40 FR 11420);

(3) A sufficient number of qualified safety and health personnel employed under an approved merit system: namely, thirty-four (34) safety inspectors and seven health inspectors as of February 1, 1975;

(4) Operation of a review and appeals system before the North Carolina Occupational Safety and Health Review Board providing the mechanism for employers and employees to contest enforcement actions and/or abatement dates. Appeals are processed by the Board under rules and regulations effective as of January 9, 1975;

(5) State enforcement since July 1, 1973, of the State standards described in (2) above by the North Carolina Department of Labor monitored under Subpart C of 29 CFR Part 1954, including two semi-annual evaluations, covering the period from July 1, 1973, to June 30, 1974.

(b) In addition, the State has provided under its plan for:

(1) Notification to employers and employees since December 4, 1974, of rights and responsibilities under OSHANC by requiring the display of a State poster in workplaces covered by the plan;

(2) Occupational accident and illness recordkeeping and reporting by employers covered under the plan (NCSC, Chapter 295, section 18);

(3) Responding to complaints filed with the North Carolina Department of Labor for violations of the prohibition against discrimination by employers against employees for

(4) Assurance of the rights of employers and employees and their representatives consistent with the provisions of the Federal Act and its implementing regulations.

Pursuant to this finding, an agreement effective February 20, 1975, and incorporated as part of the North Carolina plan has been entered into between William C. Creel, Commissioner of the North Carolina Department of Labor, and Donald E. MacKenzie, Assistant Regional Director for Occupational Safety and Health of the U.S. Department of Labor providing that Federal enforcement activity under section 18(e) of the Act will not be initiated with regard to Federal occupational safety and health standards in issues covered under 29 CFR Part 1910 and 29 CFR Part 1926 wherever North Carolina occupational safety and health standards are in effect and operational.

Under the agreement, Federal responsibility under the Act will continue to be exercised, among other things, with regard to complaints about violations of the discrimination provisions of section 11 (c) of the Act (29 U.S.C. 660(c)); enforcement of standards promulgated under the Act subsequent to the agreement where necessary to protect employees, as in the case of standards promulgated under section 6(c) of the Act (29 U.S.C. 665(c)), until such time as the State shall have adopted equivalent standards in accordance with Subpart C of 29 CFR Part 1953; enforcement of Federal standards in the maritime and longshoring issues covered by 29 CFR 1910.13 through 1910.16 which issues have been specifically excluded from coverage under the plan; and investigations and inspections for the purpose of evaluating the State plan under sections 18(e) and (f) of the Act (29 U.S.C. 667 (e) and (f)).

The agreement is subject to revision or termination by the Assistant Secretary of Labor for Occupational Safety and Health upon substantial failure by the State to comply with any of its provisions, or when the results of evaluation under 29 CFR Part 1954 reveal that State operations covered by the agreement fail in a substantial manner to be at least as effective as the Federal program.

In accordance with this agreement and effective as of February 20, 1975, Subpart I of 29 CFR Part 1952 is hereby amended as set forth below.

Section 1952.152 is revised to read as follows:

§ 1952.152 Level of Federal enforcement.

Pursuant to §§ 1902.20(b)(1)(iii) and 1954.3 of this chapter under which an agreement has been entered into with North Carolina, effective February 20, 1975, and based on a determination that North Carolina is operational in issues covered by the North Carolina occupational safety and health plan, discretionary Federal enforcement authority under section 18(e) of the Act (29 U.S.C. 667(e)) will not be initiated with regard to Federal occupational safety and health standards in issues covered under 29 CFR Part 1910 and 29 CFR Part 1926. The U.S. Department of Labor will continue to exercise authority, among other things, with regard to: Complaints filed with the U.S. Department of Labor about violations of the discrimination provisions of section 11(c) of the Act (29 U.S.C. 660(c)); Federal standards promulgated subsequent to the agreement where necessary to protect employees, as in the case of temporary emergency standards promulgated under section 6 (c) of the Act (29 U.S.C. 665(c)), in the issues covered under the plan and the agreement until such time as North Carolina shall have adopted equivalent standards in accordance with Subpart C of 29 CFR Part 1953; Standards in 29 CFR 1910.13 through 1910.16, which issues have been specifically excluded from coverage under North Carolina plan; and investigations and inspections for the purpose of the evaluation of the North Carolina plan under sections 18 (e) and (f) of the Act (29 U.S.C. 667 (e) and (f)). The Assistant Regional Director for Occupational Safety and Health will make a prompt recommendation for resumption of exercise of Federal enforcement authority under section 18(e) of the Act (29 U.S.C. 667(c)) whenever,

and to the degree, necessary to assure occupational safety and health protection to employees in North Carolina.

(Secs. 8(g)(2), 18, 84 Stat. 1600, 1608 (29 U.S.C. 257(g)(2), 667))

Signed at Washington, D.C. this 9th day of April, 1975.

JOHN STENDER,
Assistant Secretary of Labor.

[FR Doc.75-9741 Filed 4-14-75;8:45 am]

Title 31—Money and Finance: Treasury

CHAPTER I—MONETARY OFFICES, DEPARTMENT OF THE TREASURY

GOLD REGULATIONS AND GOLD LICENSING FUNCTIONS, PROCEDURES, AND FORMS

Termination

Pub. L. 93-110, 87 Stat. 352, and Pub. L. 93-373, 88 Stat. 445, provide that, effective December 31, 1974, sections 3 and 4 of the Gold Reserve Act of 1934 (31 U.S.C. 442 and 443) are repealed and no provision of any law, and no rule, regulation, or order in effect on that date may be construed to prohibit any person from purchasing, holding, selling, or otherwise dealing with gold in the United States or abroad.

On December 31, 1974, President Ford promulgated Executive Order 11825 (40 FR 1003) revoking prior Executive orders and provisions of Executive orders insofar as they pertained to the regulation of the acquisition of, holding of, or other transactions in gold.

Accordingly, the Gold Regulations (31 CFR Part 54) providing for the prohibition, regulation and licensing of the acquisition of, holding of, or other transactions in gold by persons subject to the jurisdiction of the United States ceased to have any legal force and effect as of December 31, 1974. In conformity with the legal termination of the gold restrictions, the Gold Regulations are formally revoked herein. Therefore, the gold licensing functions, procedures, and forms of the Office of Domestic Gold and Silver Operations contained in Part 93 are unnecessary and are accordingly revoked as provided herein.

Section 121.25 of the Emergency Banking Regulations, relating to gold for use in trade, profession, or art, was superseded by Treasury licensing procedures and is revoked consistent with the revocation of such procedures in Part 93. Finally, certain conforming amendments are made to §§ 90.6 and 100.4 of this chapter to eliminate references to the gold restrictions.

All of the foregoing amendments constitute technical implementation of the termination of the gold restrictions and remove legally obsolete provisions from the Code of Federal Regulations. In that these provisions implement section 3 of Pub. L. 93-110, as amended by Pub. L. 93-373, which took effect on December 31, 1974, and relieve restrictions, it is deemed that notice and public procedures are unnecessary and impractical.

The revocation or amendment of any regulation herein shall not be deemed to authorize retroactively any act or omission not authorized by such regulation, or any license issued pursuant thereto, as in effect at any time prior to the date hereof, and shall not affect any act done, or any right accruing or accrued, or any suit or proceeding had or commenced in any civil or criminal cause prior to said date, but all such liabilities, penalties, and forfeitures shall continue and may be enforced in the same manner as if said revocation or amendment had not been made.

Specifically, the provisions of section 4 of the Gold Reserve Act of 1934 (31 U.S.C. 443), providing for forfeiture and a double penalty for violation of the Act or any regulation thereunder, and section 5(b) of the Trading with the Enemy Act (12 U.S.C. 95a), providing for a $10,000 fine and 10 years in prison for any willful violation of any regulation or order promulgated pursuant thereto, shall apply to any violation occurring prior to the effective date hereof whether or not such violation was on such date the subject of an investigation or proceeding. Part 406 of Chapter IV of this title, providing for seizure by the Secret Service and forfeiture of gold for violations of the Gold Reserve Act of 1934 and the Gold Regulations, is not being revoked and will remain in effect.

PART 54—GOLD REGULATIONS

1. Part 54 is revoked in its entirety.

PART 90—TABLE OF CHARGES AND REGULATIONS OF THE MINTS AND ASSAY OFFICES OF THE UNITED STATES FOR PROCESSING SILVER AND ASSAYING BULLION, METALS AND ORES

2. Section 90.6 is revised to read as follows:

§ 90.6 Charges for special assays and assays of ores and fine gold certification.

(a) *Bullion Special Assays:* Gold or silver bullion samples for special assay will be accepted at the U.S. Assay Office in New York and at the U.S. Mint in Denver. Charges will be in accordance with the following table of charges:

Charges per assay

	Gold or silver bullion (under 800 base metal)	Plated or filled goods and white gold
Gold	$11	$12
Silver	11	12
Gold and silver (same sample)	19	23
Additional charge when the sample contains any of the platinum group metals	5	5

(b) *Assay of ores:* Assays of ore samples will be made at the U.S. Mint in Denver. The charge for each metal determined will be:

	Charge
Gold	$5
Silver	5
Gold and silver (same sample)	8
Lead	8
Zinc	8
Copper	7

PART 93—OFFICE OF DOMESTIC GOLD AND SILVER OPERATIONS PROCEDURES AND DESCRIPTIONS OF FORMS

§ 93.1-93.3, 93.10, 93.41-93.62 [Revoked]

3. Part 93 is amended by the revocation of §§ 93.1-93.3, 93.10, and 93.41-93.62.

PART 100—EXCHANGE OF PAPER CURRENCY AND COIN

4. Section 100.4 is revised to read as follows:

§ 100.4 Gold coin and gold certificates in general.

Gold coins, and gold certificates of the type issued before January 30, 1934, are exchangeable, as provided in this part, into other currency or coin which may be lawfully issued.

PART 121—EMERGENCY BANKING REGULATIONS

§ 121.25 [Revoked]

5. Section 121.25 is revoked.

Dated: April 7, 1975.

[SEAL] JACK F. BENNETT,
Under Secretary for Monetary Affairs.

[FR Doc.75-9734 Filed 4-14-75;8:45 am]

Title 40—Protection of Environment

CHAPTER I—ENVIRONMENTAL PROTECTION AGENCY

SUBCHAPTER C—AIR PROGRAMS

[FRL 341-3]

PART 52—APPROVAL AND PROMULGATION OF IMPLEMENTATION PLANS

Missouri: Approval of Compliance Schedules

On May 31, 1972 (37 FR 10842), pursuant to section 110 of the Clean Air Act and 40 CFR Part 51, the Administrator approved portions of State plans for implementation of the national ambient air quality standards.

During May, June, and November 1974, the State of Missouri submitted to the Environmental Protection Agency compliance schedules to be considered as proposed revisions to the approved plan pursuant to 40 CFR 51.6. These schedules were adopted by the State and submitted to the Environmental Protection Agency for review after notice and public hearings. The public hearings were held in accordance with the procedural requirements of 40 CFR 51.4 and 51.6 and the substantive requirements of 40 CFR 51.15 pertaining to compliance schedules. The approvable compliance schedules have been reviewed and determined to be consistent with the approved control strategies of Missouri.

Accordingly, the Administrator proposed approval of these schedules on January 9, 1975, in the FEDERAL REGISTER at 40 FR 1711. The proposed approval of these schedules published in the January 9, 1975, FEDERAL REGISTER provided for a 30-day comment period. No comments concerning these schedules were received.

Set forth below are specific compliance schedules which the Administrator approved pursuant to 40 CFR 51.8.

Each approved revision establishes a new date by which the individual source must comply with the applicable emission limitation in the federally approved State Implementation Plan. This date is indicated in the table below, under the heading "Final Compliance Date." In all cases, the schedules include incremental steps toward compliance with the applicable emission limitations. While the tables below do not include these interim dates, the actual compliance schedules do. The "Effective Date" column in the table refers to the date the compliance schedule becomes effective for purposes of federal enforcement.

In the indication of approval of individual compliance schedules, the individual schedules are included by reference only. In addition, since the large number of compliance schedules preclude setting forth detailed reasons for approval of each individual schedule in the FEDERAL REGISTER, an evaluation report has been prepared for each individual compliance schedule. These evaluation reports are available for public inspection at the Environmental Protection Agency Regional Office, 1735 Baltimore, Kansas City, Missouri. The compliance schedules and the State Implementation Plans are available for public inspection at the Environmental Protection Agency Regional Office; the Environmental Protection Agency, Division of Stationary Source Enforcement, 401 M Street, Washington, D.C.; and the Missouri Department of Natural Resources, State Office Building, Jefferson City, Missouri.

This rulemaking will become effective immediately upon publication. The Agency finds that good cause exists for not deferring the effective date of this rulemaking because the compliance schedules are already in effect under State law and federal approval imposes no new burdens.

This rulemaking is promulgated pursuant to the authority of section 110 of the Clean Air Act of 1970, as amended, 42 U.S.C. 1857c–5.

Date: April 8, 1975.

JOHN QUARLES,
Acting Administrator.

Part 52 of Chapter I, Title 40 of the Code of Federal Regulations is amended as follows:

Subpart AA—Missouri

1. In § 52.1335, the table in paragraph (a) is amended by adding the following:

§ 52.1335 Compliance schedules.

* * * * * *

(a) * * *

Missouri

Source	Location	Regulation involved	Date adopted	Effective date	Final compliance date
*	*	*	*	*	*
Kansas City Power & Light, Hawthorne Plant:					
Units 1 and 2	Kansas City	18.86B [1], 18.87A.	Nov. 19, 1973	Immediately	Nov. 19, 1974
Units 3, 4, and 5	do	18.86B [1], 18.87A.	Nov. 11, 1974	do	July 31, 1975
City of Hannibal: Asphalt Batch Plant.	Hannibal	S-V, S-VII, S-VIII.	Aug. 21, 1974	do	Jan. 1, 1975
Independent Stave Co.:					
Dust Handling Equipment	Lebanon	S-V, S-VII, S-VIII.	do	do	July 1, 1975
Char Fire Stacks and Boiler	do	S-V, S-VII, S-VIII.	do	do	Do.
Armco Steel: Heat Treating Process.	Kansas City	18.87A [1]	June 3, 1974	do	Oct. 1, 1974
Certain-Teed Products: Asphalt Heating and Blowing.	do	18.87A [1]	Apr. 22, 1974	do	Dec. 6, 1974
Kaiser Refractories: Rotary Kiln No. 2.	Mexico	S-V, S-VII, S-VIII.	Aug. 21, 1974	do	Oct. 18, 1974
A. P. Green Refractories: Rotary Calcining Kiln.	do	S-V, S-VII, S-VIII.	do	do	May 31, 1975
W. H. Arnold Log & Lumber Co.: Incinerator.	Hannibal	S-IV	Sept. 25, 1974	do	Do.
C-E Refractories: Rotary Dryer	Vandalia	S-V, S-VII, S-VIII.	do	do	July 1, 1975
Marion County Milling Co.: Alfalfa Dehydrator.	Hannibal	S-VII, S-VIII	do	do	July 31, 1975
Missouri Power & Light: No. 5 and No. 6 Steam Generating Boilers.	Jefferson City	S-VI, S-VIII	Nov. 20, 1974	do	July 28, 1975
National Alfalfa Dehydrating and Milling: Alfalfa Dehydrator.	Henrietta	VI	May 22, 1974	do	Apr. 30, 1975
Allied Chemical Corp.:					
Crushers	Owensville	S-V, S-VIII	Oct. 23, 1974	do	Jan. 1, 1975
Rotary Kiln	do	S-V, S-VIII	do	do	Do.
Rotary Cooler	do	S-V, S-VIII	do	do	Do.

[1] Air pollution control code of Kansas City, Mo.

[FR Doc.75-9804 Filed 4-14-75;8:45 am]

[FRL 350-6]

PART 52—APPROVAL AND PROMULGATION OF IMPLEMENTATION PLANS

National Capital Region Transportation Control Plans

On December 6, 1973 (38 FR 33702), the Environmental Protection Agency (EPA), pursuant to section 110(a)(2)(B) of the Clean Air Act, approved in part and promulgated in part for the National Capital Interstate Air Quality Control Region a transportation control plan which included measures requiring the elimination of free employee parking (40 CFR §§ 52.476(f), 52.1080(f), 52.2435(d)), the institution of commercial parking rates at federal facilities (40 CFR §§ 52.486, 52.1085, 52.2437), and the imposition of certain parking surcharges (40 CFR §§ 52.476(d), 52.1080(d), 52.2435(b)).

On January 15, 1974 (39 FR 1848), the EPA withdrew all surcharge regulations from the federally promulgated portions of the transportation control plans due to the intent of Congress, as expressed in the draft Conference report on the Energy Emergency Act, to prohibit the imposition of parking surcharges by EPA, but to allow approval of locally-adopted measures. Subsequently, the Energy Supply and Environmental Coordination Act of 1974 (ESECA) amended the Clean Air Act to provide in section 110(c)(2)(B) that no parking surcharge may be required by the EPA Administrator, though one could be approved, and to provide in section 110(c)(2)(D)(i) that

> The term "parking surcharge regulation" means a regulation imposing or requiring the imposition of any tax, surcharge, fee, or other charge on parking spaces, or any other area used for the temporary storage of motor vehicles.

While EPA has understood that the federally-promulgated aspects of the provisions for charging commercial rates and for eliminating free employee parking were voided by these provisions, the federally-promulgated regulations have never been formally revoked by EPA. Therefore, the Administrator is now revoking from the transportation control plans of the District of Columbia, Maryland, and Virginia, the compliance schedule requirements for eliminating free employee parking and the federal requirement for instituting commercial parking rates at federal facilities. The approval of the local measure remains unchanged.

(Secs. 110, 301 of the Clean Air Act (42 U.S.C. 1857c–5 and 1857g))

Date: April 9, 1975.

JOHN QUARLES,
Acting Administrator.

Part 52 of Chapter 1, Title 40 of the Code of Federal Regulations is amended by revoking and reserving the following sections or specified paragraphs:

a. In subpart J, § 52.486 and paragraph (f) of § 52.476.

b. In subpart V, § 52.1085 and paragraph (f) of § 52.1080.

c. In subpart VV, § 52.2437 and paragraph (d) of § 52.2435.

[FR Doc.75-9805 Filed 4-14-75;8:45 am]

Title 49—Transportation

CHAPTER X—INTERSTATE COMMERCE COMMISSION

SUBCHAPTER A—GENERAL RULES AND REGULATIONS

[Ex Parte 252 (Sub-No. 1)]

PART 1036—INCENTIVE PER DIEM CHARGES ON BOXCARS

Incentive Per Diem Charges—1968

By order dated April 24, 1973, this Commission reopened the proceeding for reconsideration of certain issues which are:

1. To determine whether the funds now earmarked for boxcars should be permitted to be drawn down for the acquisition of other types of cars in demand, like covered hoppers, and whether such modification would increase the number of boxcars available for general use.

2. To determine whether the existing test period average should be modified in any respect.

3. To determine whether a specified period should be prescribed within which incentive funds must be expended or committed to the acquisition of general service boxcars.

4. To determine whether carriers which fail to acquire their normal complement of such cars and, consequently, are unable to draw down the incentive funds within a specified period, should be required to return the funds collected to the debtor carriers.

5. To determine other methods to facilitate the use of the accrued incentive per diem funds for the purchase, building, or rebuilding of general service, unequipped boxcars.

6. To determine whether any group of carriers should be exempt from the payment of incentive per diem.

Upon consideration of these six issues, based on an oral hearing, and numerous verified statements, replies, and briefs, an initial decision was rendered by Administrative Law Judge Forest Gordon on July 23, 1974, recommending certain changes in the regulations governing incentive per diem. The report on exceptions, the Commission issued a report and order implementing changes in these regulations.

At a General Session of the INTERSTATE COMMERCE COMMISSION, held at its office in Washington, D.C. on the 31st day of March 1975

Upon consideration of the record in the above-captioned proceeding, including (1) the reports and orders of the Commission, 337 I.C.C. 183,337, I.C.C. 217,339, I.C.C. 627, and 343, I.C.C. 49; (2) various petitions for reconsideration, for reopening, for modification, for suspension or recision of the outstanding orders, replies, and statements of position supporting or opposing these petitions; (3) the Commission's order of April 24, 1973, reopening this proceeding for reconsideration of certain issues raised by these pleadings which are set forth in our report on exceptions herein of this date; (4) the responses thereto filed by numerous parties on various dates, the oral hearing, and the initial decision of the Administrative Law Judge served July 23, 1974; and (5) the exceptions and replies to the initial decision filed by numerous parties on various dates; and

It appearing, That the Administrative Law Judge in his initial decision recommended certain changes in §§ 1036.3 and 1036.4 of Subchapter A, Chapter X, Title 49 of the Code of Federal Regulations; and that, in the light of the exceptions and replies, some of his recommended changes should be prescribed, some recommended changes should not be prescribed, and certain additional changes in the same regulations should be prescribed; wherefore:

It is ordered, That §§ 1036.3 and 1036.4 of Subchapter A, Chapter X, Title 49 of the Code of Federal Regulations, be, and they are hereby, amended to read as set forth below.

It is further ordered, That, as described in the report on exceptions herein, the motion to strike of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be, and it is hereby, granted; and the request to strike of the Chicago, Rock Island and Pacific Railroad Company be, and it is hereby, denied.

It is further ordered, That a copy of this order shall be delivered to the Director, Office of the Federal Register, for publication therein.

And it is further ordered, That this order shall become effective 35 days from the date of service and continue in full force and effect until the further order of the Commission.

This decision is not a major Federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act of 1969.

By the Commission.

[SEAL] ROBERT L. OSWALD, *Secretary.*

In 49 CFR Part 1036, §§ 1036.3 and 1036.4 are revised to read as follows:

§ 1036.3 Earmarking.

Each common carrier by railroad shall segregate in Account 716, Capital and Other Reserve Funds, and shall transfer from Account 798, Retain Income, Unappropriated to Account 797, Retained Income, Appropriated, an amount equal to the net credit balance resulting from any incentive per diem settlement involving boxcars subject to this part. The carrier shall maintain a separate bank account for the segregated funds. Canadian carriers shall transfer a net balance after taxes to a U.S. designee, which may be either a United States class I railroad or a United States corporation established solely to purchase, hold title to, and control general service, unequipped boxcars subject to the Department of Transportation's safety regulations and the Interstate Commerce Commission's rules pertaining to per diem and car service, and to any reporting requirements determined to be applicable by the Commission's Bureau of Accounts. If the designee of Canadian carriers is a United States railroad, it shall maintain a separate account for funds received on Canadian-owned boxcars. All boxcars purchased or built by such designee or such other corporation with incentive per diem funds earned on Canadian boxcars must be built in the United States. Any United States taxes incurred after transfer of a net balance to such designee may be deducted from the transferred amount for the purpose of determining a final net balance for investment. The earmarked funds shall be reduced by the amount of the additional income tax paid as the result of increasing taxable income by inclusion of net incentive per diem earnings. The funds in such account shall be used to purchase, lease, or build new, unequipped boxcars for general service or to rebuild general service, unequipped boxcars with code numbers and mechanical designations set forth in § 1036.1 for addition to such carrier's or designee's fleet in accordance with this part. The unexpended funds remaining in the accounts of the carriers may be invested in Government bonds or other interest-bearing, temporary securities. The interest earned thereafter shall become part of the earmarked fund.

§ 1036.4 Use of funds.

The net credit balances resulting from incentive per diem settlements, which are earmarked in accordance with § 1036.3, may be drawn down in whole or in part at any time by the carrier to build, lease equivalent of purchase, or purchase, in whole or in part, new unequipped boxcars for general service described in § 1036.1, *provided*, The carrier has in the same calendar year built, leased, or purchased its 1964–68 average acquisitions of such boxcars and made up an arrearage in having failed to maintain such average each year this order is in effect. Earmarked funds may also be used in whole or in part to lease any number of new unequipped boxcars for general service described in § 1036.1, in which the carrier is not acquiring an equity interest, *provided*, The carrier has in the same calendar year leased its 1964–68 average number of such boxcars and made up any arrearage in having failed to maintain such average each year the order is in effect. Nonequity leases must be at least 10 years in duration, and, in connection with such leases, earmarked funds must not be used for the cost of maintenance. Earmarked funds may be used in whole or in part to rebuild any number or portion of general service, unequipped boxcars described in § 1036.1, *provided*, The carrier

has in the same calendar year rebuilt its 1964–68 average number of such boxcars and made up any arrearage in having failed to maintain such average each year the order is in effect. Net balances on Canadian-owned cars may be drawn down without regard to prior acquisitions, but where the designee is a class I United States carrier such drawdowns shall not affect that carrier's accumulation of arrearages resulting from prior failure to build, rebuild, lease, or purchase its 1964–68 arrearages. However, upon application, including a showing that all parties to the proceeding herein have been notified by the carrier of such application and a showing of good cause why any carrier is unable to draw down in whole or in part the net credit balance resulting from incentive per diem settlements because it cannot comply with the above test period average requirements of having in the same calendar year built, rebuilt, leased, or purchased its 1964–68 average number of such boxcars and made up any arrearage in having failed to maintain such average each year this order is in effect, the Commission may, in its discretion, after consideration of all views regarding the application, modify the test period average to the extent consistent with the public interest and the national transportation policy. Such modification, as a minimum, shall require that a carrier match the earmarked funds it will use with an equal amount of its own funds. Earmarked funds must be put to use within 18 months after the end of the calendar year in which the funds are collected and result in a net credit balance for the building, rebuilding, leasing, or purchasing of general service, unequipped boxcars described in § 1036.1 for addition to such carrier's or designee's fleet in accordance with this part. Upon a showing of good cause an application, including a showing that the parties to the proceeding herein have been notified by the carrier of such application may be made to the Commission for waiver of the said 18-month period, which may, in the Commission's discretion, be granted after consideration of all views regarding the application. If the earmarked funds are not used within the 18-month period, they may be voluntarily surrendered to Rail Box whose establishment and operation was approved in Finance Docket No. 27589, *American Rail Box Car Company and Trailer Train Company, et al.—For Approval of the Pooling of Car Service with Respect to Box Cars*. If the carrier fails within the stated period to put to use collected earmarked funds which result in a net credit balance, has not obtained relief from that requirement, and has not surrendered such funds to Rail Box, the Commission will investigate the matter to determine what, if any, corrective action is warranted. Appropriate corrective action would include section 16(12) remedies among others. Carriers may make temporary investments of unexpended funds in Government bonds or other liquid securities. Such securities must be readily convertible to cash so that funds remain available for boxcar purchases. Interest earned must become part of the earmarked fund. As used in this section, "build," "rebuild," "lease," or "purchase" refer to a commitment to build, rebuild, lease, or purchase which results in the acquisition of a car on line ready for use within 10 months from the date of commitment, except that in extraordinary cases beyond the control of the carrier or the car supplier, a car that is delivered after 10 months from the date of commitment may qualify if approved by the Bureau of Accounts of this Commission.

[FR Doc.75-9812 Filed 4-14-75;8:45 am]

Title 41—Public Contracts and Property Management

CHAPTER 5A—FEDERAL SUPPLY SERVICE, GENERAL SERVICES ADMINISTRATION

PART 5A-2—PROCUREMENT BY FORMAL ADVERTISING

"All or None" Bids

This revision to the General Services Administration Procurement Regulations (GSPR), incorporates into one section the "all or none" bid provisions.

The table of contents for part 5A-2 is amended to delete § 5A-2.407-50.

Subpart 5A-2.2—Solicitation of Bids

Section 5A-2.201-73 is revised as follows:

§ 5A-2.201-73 "All or None" bids.

The following clause (included in GSA Form 1424) applies to all definite quantity and indefinite quantity solicitations. The provisions of this clause shall be followed by contracting officers in their bid evaluations. (See FPR 1-2.404-5 for additional instructions, and GSPR 5A-2.201-54 for Weighting of items for aggregate awards (indefinite quantity contracts)).

"ALL OR NONE" BIDS

(a) (Applicable to Definite Quantity contracts). A bid submitted on an "all or none" or similar basis will be evaluated as follows: The lowest acceptable bid exclusive of the "all or none" bid will be selected with respect to each item (or group of items when the solicitation provides for aggregate awards) and the total cost of all items thus determined shall be compared with the total of the lowest acceptable "all or none" bid. Award will be made so as to result in the lowest total cost to the Government.

(b) (Applicable only to Requirements and Indefinite Quantity contracts). A bid submitted on an "all or none" or similar basis will not be considered unless the bid is low on each item to which the "all or none" bid is made applicable. The term "item" as used in this clause refers only to items which, under the terms of the solicitation, may be independently awarded and does not include any group of items on which an award is to be made in the aggregrate.

(End of Clause)

Subpart 5A-2.4—Opening of Bids and Award of Contract

§ 5A-2.407-50 [Removed]

Section 5A-2.407-50 is deleted.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c))

Effective date. These regulations are effective on the date shown below.

Dated: March 20, 1975.

M. J. TIMBERS,
Commissioner,
Federal Supply Service.

[FR Doc.75-9779 Filed 4-14-75;8:45 am]

PART 5A-7—CONTRACT CLAUSES

PART 5A-16—PROCUREMENT FORMS

GSA Form 2952, General Provisions (Transportation Contract)

This change to the General Services Administration Procurement Regulations (GSPR) prescribes the use of GSA Form 2952 in connection with contracts for freight transportation services as defined in § 1-7.700.

The table of contents for Part 5A-7 is amended to add the following new entry:

Sec.
5A-7.703 Required clauses in transportation contracts.

Subpart 5A-7.7—Transportation Contracts

Section 5A-7.703 is added as follows:

§ 5A-7.703 Required clauses in transportation contracts.

Pending issuance of standard forms for use in those contracts for transportation services enumerated in § 1-7.700, Standard Form 33, Solicitation, Offer, and Award, and Standard Form 33A, Solicitation Instructions and Conditions (both illustrated in Subpart 1-16.9), shall be used for transportation contracts; however, these forms shall be modified to include the required transportation contract clauses contained in GSA Form 2952, General Provisions (Transportation Contract), illustrated in § 5A-16.950-2952. This form includes all required clauses enumerated in §§ 1-7.703-1 through 1-7.703-21.

The table of contents for Part 5A-16 is amended to add the following new entry:

Sec.
5A-16.950-2952 GSA Form 2952, General Provisions (Transportation Contract).

* * * * *

NOTE: A copy of the form illustrated in § 5A-16.950-2952 is filed with the original document.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c))

Effective date. These regulations are effective on the date shown below.

Dated: March 20, 1975.

M. J. TIMBERS,
Commissioner,
Federal Supply Service.

[FR Doc.75-9778 Filed 4-14-75;8:45 am]

CHAPTER 9—ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION

[ERDA-PR Temporary Reg. No. 9]

PART 9-9—PATENTS AND COPYRIGHTS

Appendix A—Modification, In Part, of ERDA-PR Part 9-9, Patents and Copyrights

APRIL 11, 1975.

The following Appendix A is added to 41 CFR Part 9-9:

1. *Purpose.* This regulation modifies, in part, ERDA-PR Part 9-9, Patents and Copyrights, and provides additional temporary instructions to implement the two legislative enactments governing the patent contracting and waiver policies of the Energy Research and Development Administration (ERDA) set forth in section 152 of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2182) and in section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (Pub. L. 93-577).

2. *Effective date.* This regulation is effective April 15, 1975.

3. *Expiration date.* This regulation will remain in effect until cancelled and replaced by a permanent ERDA Procurement Regulation.

4. *Background.* The Energy Research and Development Administration (ERDA) was established by the Energy Reorganization Act of 1974 (Pub. L. 93-438), and the establishment of ERDA was made effective January 19, 1975 by Executive Order 11834 dated January 15, 1975, which Executive Order was published January 17, 1975 at 40 FR 2971. Pursuant to the authority contained in Section 105 of the Energy Reorganization Act of 1974 and 5 U.S.C. 552, all rules and regulations in Chapter 9 of Title 41, Code of Federal Regulations, were adopted by ERDA for all ERDA activities under the Energy Reorganization Act of 1974, the Federal Nonnuclear Energy Research and Development Act of 1974, (Pub. L. 93-577), and other applicable law, to the extent the rules and regulations were not inconsistent with applicable law, and were redesignated as the Energy Research and Development Administration Procurement Regulations (ERDA-PR). However, Part 9-9 of the ERDA Procurement Regulations does not fully implement section 9 of Pub. L. 93-577 and the legislative history of that Section with regard to harmonizing the nuclear and nonnuclear patent policies of ERDA to the extent feasible. Accordingly, this regulation provides guidance to implement section 9 of Pub. L. 93-577 and procedures whereby initial steps are taken to harmonize ERDA's two patent policies.

5. *Explanation of changes.* Part 9-9 of the ERDA Procurement Regulations is modified as follows:

FOREGROUND PATENT RIGHTS CLAUSES FOR NONNUCLEAR ENERGY CONTRACTS

For contracts which include nonnuclear energy research, development, or demonstration work, contracting authorities may use appropriate clause language from:

(a) The proposed patent regulations of the Federal Procurement Regulations (Title 41, Chapter 1, FPR Part 1-9); or

(b) Part 9-9 of the ERDA Procurement Regulations; or

(c) For those contracting activities transferred to ERDA from agencies other than AEC, appropriate clause language from their former agencies,

as long as the substantive and procedural rights required by section 9 of the Federal nonnuclear Energy R&D Act are obtained, and the rights are not inconsistent with section 9. Normally, such clauses should acquire title in the Government and allow the contractor to retain a non-exclusive, revocable royalty-free license in the United States, and the right to file and retain title in any foreign country in which the Government does not elect to seek patent protection, and the contractor wishes to do so and requests such rights. Such foreign rights shall be subject to the rights in the Government called for in subsection 9(f)(2). Permitting the contractor to retain rights greater than these shall be considered a waiver.

In view of the fact that such clauses may not be uniform throughout the ERDA, a provision may be included to permit, after adoption of the permanent revision of Part 9-9, ERDA-PR, a renegotiation of the patent clause in accordance with the revised regulations if the contractor so requests.

FOREGROUND PATENT RIGHTS CLAUSES FOR NUCLEAR ENERGY CONTRACTS

For contracts which include nuclear energy research, development or demonstration work, contracting authorities shall use Part 9-9 of the ERDA Procurement Regulations, with the following exceptions:

(a) The B Type patent provisions of § 9-9.5004, modified to allow the contractor to retain a *revocable* license rather than a non-exclusive *irrevocable* license, may be used in all contracts except those calling for the operation of a Government-owned facility.

(b) The C Type clause acquires title, or exclusive rights, to inventions on behalf of the Government only in the nuclear field, or in the field of production or utilization of special nuclear material or atomic energy. This clause, therefore, is not commensurate with the total mission of ERDA. Pending revised regulations, it would be preferable in most cases, if the C Type clause specified those fields in which the contractor retains exclusive rights rather than the field in which the Government retains these rights. In any event, the Type C clause should be treated as a waiver. As stated in subparagraph (a) above, the non-exclusive license provided to the contractor should also be *revocable* rather than *irrevocable*.

(c) Language may be included to permit the contractor to retain title to inventions in foreign countries in which the Government does not elect to seek patent protection, and the contractor wishes to do so and requests such rights. Such foreign rights shall be subject to the type of conditions set forth in § 9-9.5006.

In contracts calling for nuclear energy work, a provision may also be included to permit, after adoption of the permanent revision of Part 9-9, ERDA-PR, a renegotiation of the patent clause in accordance with the revised regulations if the contractor so requests.

PATENT RIGHTS CLAUSE FOR OPERATING CONTRACTS

For contracts calling for the operation of a Government-owned facility, whether nuclear or nonnuclear energy research, development or demonstration work is to be undertaken, a Type A patent clause of § 9-9.5003 of the ERDA Procurement Regulations shall be used.

BACKGROUND PATENT AND DATA RIGHTS CLAUSES

Consideration should be given to including background patent and data rights clauses in all contracts involving nuclear or nonnuclear energy research, development, or demonstration work. Guidance primarily designed for nuclear energy R&D is provided in § 9-9.5008 of the ERDA-PR, and this section may be used for nonnuclear energy research, development or demonstration work by applying its concepts to the field of energy in general. For those contracting activities transferred to ERDA from agencies other than AEC, the policies and clause language of their former agencies may be utilized to the extent they are not inconsistent with § 9-9.5008.

The need for background patent and data rights and the particular rights that should be obtained for either the Government or the public will depend upon the type, purpose, and scope of the contract effort, the end use intended for the contract results, and the cost to the Government of obtaining such rights. Accordingly, these clauses, when found to be necessary, should be individually negotiated for either nuclear or nonnuclear contracts. In general, the same type of factors should be considered as those set forth for waivers in subsection 9(d) of the Federal Nonnuclear Energy R&D Act. The need and amount of anticipated future use by the Government and/or the public should be determining factors, and of particular concern is the need to insure reasonable public availability or accessibility of background technology necessary to practice the results of contracts for the design, development or demonstration of energy systems or processes ultimately intended for public use.

SUBCONTRACT CLAUSES

In contracts for nonnuclear energy research, development or demonstration work, the prime contract foreground patent rights clause should not be made applicable, pro forma, to subcontracts including research, development or demonstration work unless the prime contract clause calls for title to inventions to vest in the Government with the contractor retaining a non-exclusive, revocable license. Section 9 of the Federal Nonnuclear Energy R&D Act applies to subcontracts as well as prime contracts, and a determination that a prime contractor is entitled to a waiver does not necessarily mean that the subcontractor is so entitled. A waiver for a subcontractor must be subject to a separate determination by ERDA. Background patent and data rights clauses should be applied to subcontracts including research, development, or demonstration work to the extent necessary to fulfill the purpose of the prime contract.

Similarly, subcontracts under nuclear energy prime contracts should not automatically include the prime's foreground patent rights clause unless that clause calls for title to inventions to vest in the Government with the contractor retaining a non-exclusive revocable license. A separate decision must be made regarding the applicability of a waiver to a subcontractor. As under nonnuclear subcontracts, background patent and data rights clauses should be applied to nuclear subcontracts to the extent necessary to fulfill the purpose of the prime contract.

WAIVERS

a. *Nonnuclear Energy Contracts.* Requests for advance waiver of rights in inventions made under ERDA contracts may be received by ERDA contracting officers or by contractors for their subcontractors in the course of contract negotiations, or their review of proposals or bids. Requests may also be received for case by case waivers after inventions have been reported to the ERDA. All

such waiver requests should be referred to the ERDA Patent Counsel assisting the contracting activity, together with any reference or supporting documents provided by the requestor and supporting or opposing documents provided by ERDA Staff at the activity. Field Patent Counsel will coordinate actions on advance waivers with the Chief Counsel of the Field Office concerned as required by local procedures.

The Patent Counsel will prepare a supporting Statement of Considerations which reviews the considerations listed in subsections 9(d) and 9(e) of the Federal Nonnuclear Energy Research and Development Act of 1974 and applies them to the facts surrounding the individual waiver situation. Each of the factors listed in the appropriate section shall be considered and the Statement shall so state, but only those considerations determinative of the recommendation need be discussed in detail. Patent Counsel shall conclude the Statement with a recommendation on the waiver request, and the request and Statement will be forwarded to the Assistant General Counsel for Patents, Headquarters, to serve as a basis for the waiver decision by the Administrator or his designee. In situations where time does not permit a delay in contract negotiations for the preparation and mailing to ERDA Headquarters of full written Statements, Field Patent Counsel may submit verbal recommendations for waivers to the Assistant General Counsel for Patents and request verbal interim waiver approval from the Administrator or his designee.

b. *Nuclear Energy Contracts.* In order to achieve as much consistency as possible in the patent operations throughout ERDA, the waiver procedures discussed above will be followed for nuclear as well as nonnuclear energy contracts in any situation where the contractor or inventor retains more than: (a) a non-exclusive, revocable license in the United States; and (b) foreign rights in countries where the Government elects not to seek patent protection, or foreign rights in accordance with § 9-9.5006 of the ERDA-PR. In addition to the considerations set forth in subsections 9(d) and 9(e) of the Federal Nonnuclear Energy R&D Act, consideration should also be given to the extent to which the contract (or the invention) involves "* * * the production or utilization of special nuclear material or atomic energy" (Section 152 of the Atomic Energy Act of 1954, as amended).

c. *Irrevocable Licenses.* Although allowing the contractor to retain an irrevocable nonexclusive license is not a waiver under Section 9 of the Federal Nonnuclear Energy R&D Act, the House-Senate Conference Committee Report recognizes that such licenses will interfere with ERDA's licensing program which is intended to assist commercial utilization of inventions resulting from Government R&D. For this reason, the Conference Report stated that the Administrator should carefully exercise his discretion in granting irrevocable licenses. Accordingly, requests by a contractor for an irrevocable license should be handled in the same manner as a waiver pending issuance of revised regulations.

d. *Approval of University Technology Transfer Programs. Paragraph* (11) of subsection 9(d) of the Federal Nonnuclear Energy R&D Act provides that in waiver determinations, consideration should be given to the extent to which universities have technology transfer capabilities and programs approved by the Administrator. Pending the development of an approval process within ERDA for university capabilities and programs, consideration may be given to the approval of such programs of a university approval by another agency will not meet the statutory requirement of approval by the Administrator, approval by other agencies will be relevant information to be considered by the Administrator.

e. *Waiver Approval and Documentation.* The Assistant General Counsel for Patents will advise contractors and contracting officers, through Field Patent Counsel and the Chief Counsel where appropriate, of the decision of the Administrator or his designee on the waiver request. A copy of the Statement of Considerations must be furnished with the Patent Information Sheet required by ERDA-PR 9-9.5014 for each contract where verbal approval of a waiver was obtained. Copies of all Statements of Considerations received by the Administrator or his designee will be made available to the public in accordance with subsection 9(c) of the Federal Nonnuclear Energy R&D Act.

(Sec. 105, Energy Reorganization Act of 1974 (Pub. L. 93-438); sec. 9, Federal Nonnuclear Energy Research and Development Act of 1974 (Pub. L. 93-577); sec. 205, Federal Property and Administrative Services Act of 1949, as amended, 63 Stat. 390, 40 U.S.C. 486)

JOSEPH L. SMITH,
Director of Procurement.

[FR Doc.75-9962 Filed 4-14-75;10:50 am]

proposed rules

DEPARTMENT OF DEFENSE

Corps of Engineers, Department of the Army

[32 CFR Part 641]

[ER 405-1-663]

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES

Miscellaneous Amendments

Notice is hereby given that the Department of the Army (acting through the Chief of Engineers) proposes to amend its regulations in Title 32, Part 641, Code of Federal Regulations, governing administration of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894, 42 USC 4601).

The proposed amendment incorporates certain revisions in the guidelines for agency implementation of the above act issued in General Services Administration Federal Management Circular 74-8, published in the FEDERAL REGISTER October 21, 1974. In addition, the proposed amendment incorporates a change in procedure relating to the replacement housing payment in farm land condemnation cases.

It is the policy of the Department of the Army, whenever practicable to afford the public the maximum opportunity to participate in the rule making process. Accordingly, interested persons may submit their written comments, suggestions, or objections with respect to the proposed changes to Headquarters, Department of the Army (ATTN: DAEN-REH-O) WASH DC 20314 on or before June 2, 1975.

Dated: April 10, 1975.

For the Chief of Engineers.

RUSSELL J. LAMP,
Colonel, Corps of Engineers,
Executive.

Subpart A of Part 641 of Subchapter J of Chapter V of Title 32 of the Code of Federal Regulations is amended as follows:

Section 641.33 is revised to read:

§ 641.33 Dwelling.

"Dwelling" means the place of permanent or customary and usual abode of a person. It includes a single-family building; a one-family unit in a multi-family building; a unit of a condominium or cooperative housing project; any other residential unit, including a mobile home which is either considered to be real property under State law, or cannot be moved without substantial damage or unreasonable cost or is not a decent, safe, and sanitary dwelling.

Subpart D of Part 641 of Subchapter J of Chapter V of Title 32 of the Code of Federal Regulations is amended as follows:

1. Section 641.82 is revised to read:

§ 641.82 Businesses—Eligibility.

(a) A person displaced from his business, as defined in subsection 101(7) (A), (B), and (C), is eligible under subsection 202(c) to receive a fixed payment in lieu of moving and related expenses. Care must be exercised in each instance, however, to assure that such payments are made only in connection with a bona fide business.

(b) A payment in lieu of actual reasonable moving expenses may be made under section 202(c) to the displaced owner of a business only if the District Engineer determines that during the two taxable years prior to displacement, or during such other period as he may determine to be more equitable, the business:

(1) Had average annual gross receipts of at least $2,000 in value; or

(2) Had average annual net earnings of at least $1,000 in value; or

(3) Contributed at least 33⅓ percent of the average gross annual income of the owner(s), including income from all sources, such as welfare.

(c) Those businesses, described in subsection 101(7) (D) are not eligible under subsection 202(c) for a payment in lieu of moving and related expenses.

(d) Where a person is displaced from his place of business, no payment shall be made under subsection 202(c) until after the District Engineer determines:

(1) That the business is not part of a commercial enterprise having at least one other establishment not being acquired, which is engaged in the same or similar business, and

(2) That the business cannot be relocated without a substantial loss of existing patronage. The determination of loss of existing patronage shall be made by the District Engineer only after consideration of all pertinent circumstances, including but not limited to the following factors:

(i) Type of business conducted by the displaced concern;

(ii) Nature of the clientele of the displaced concern; and

(iii) Relative importance of the present and proposed location to the displaced business and the availability of a suitable replacement location for the displaced person who operates the business.

2. Section 641.83 is revised to read:

§ 641.83 Farms—Partial taking.

(a) *Eligibility.* A payment in lieu of actual reasonable moving expenses may be made to the displaced owner of a farm operation according to the criteria established for displaced owners of businesses (§ 641.82(b)). Such a payment may be made to the displaced operator of a farm operation only if the District Engineer determines that the farm operator has discontinued his entire farm operation at the present location or has relocated the entire farm operation.

(b) *Partial taking.* In the case of a partial taking, the operator will be considered to have been displaced from a farm operation if:

(1) The part taken met the definition of a farm operation prior to the taking; or

(2) The taking caused the operator to be displaced from the farm operation on the remaining land; or

(3) The taking caused such a substantial change in the nature of the existing farm operation as to constitute a displacement.

Subpart E of Part 641 of Subchapter J of Chapter V of Title 32 of the Code of Federal Regulations is amended as follows:

1. The first paragraph of § 641.104 is revised to read:

§ 641.104 Differential payment for replacement housing.

The amount established as the differential payment for the replacement housing sets the upper limit of such payment. The District Engineer may determine the amount, if any, which when added to the acquisition cost of the dwelling acquired is necessary to purchase a comparable replacement dwelling either by establishing a schedule or by using a comparative method. The displaced person is bound by the method selected for use by the District Engineer.

* * * * *

2. Section 641.105 is revised to read:

§ 641.105 Increased interest payments.

The District Engineer shall determine the amount, if any, necessary to compensate a displaced person for any increased interest costs, including points paid by the purchaser. Such amount shall be paid only if the acquired dwelling was encumbered by a bona fide mortgage. The following shall be considered:

(a) The payment shall be equal to the excess in the aggregate interest and other debt service costs of the amount of the principal of the mortgage on the replacement dwelling which is equal to the unpaid balance of the bona fide mortgage on the acquired dwelling, at the time of acquisition, over the remaining term of the mortgage on the acquired dwelling, reduced to discounted present value.

(b) The discount rate shall be the prevailing interest rate paid on savings deposits by commercial banks in the general area in which the replacement dwelling is located.

(c) A "bona fide mortgage" is one which was a valid lien on the acquired dwelling for not less than 180 days prior to the initiation of negotiations. All bona fide mortgages on the dwelling acquired by the Corps of Engineers will be used to compute the increased interest cost portion of the replacement housing payment.

(d) "The computation of the payment for increased interest costs will be based on the actual term of the new mortgage or the remaining term of the old mortgage, whichever is the lesser, and the computation will be based on the actual amount of the new mortgage or the amount of the old mortgage, whichever is the lesser.

(1) Seller's points are not to be included in the interest computation.

(2) The actual interest rate of the new mortgage will be used in the computation.

(3) Purchaser's points and/or loan origination fees will be added to the computed interest payment.

(e) However, the interest payment shall be based on the present value of the reasonable cost of the interest differential, including points paid by the purchaser, on the amount of the unpaid debt on the acquired dwelling for its remaining term.

(f) See format for computation of interest payment below:

REQUIRED INFORMATION

1. Outstanding balance of mortgage on acquired dwelling ---------- $——
2. Outstanding balance of mortgage on replacement dwelling ------ $——
3. Lesser of Line 1 or Line 2 ---------- $——
4. Number of months remaining until last payment is due for mortgage on acquired dwelling ------ ——
5. Number of months remaining until last payment is due for mortgage on replacement dwelling --- ——
6. Lesser of Line 4 or Line 5 ---------- ——
7. Annual interest rate of mortgage on acquired dwelling (percent) - ——
8. Annual interest rate of mortage on replacement dwelling (or, if it is lower, the prevailing annual interest rate currently charged by mortgage lending institutions in the general area in which the replacement dwelling is located) (percent) ---------- ——
9. Prevailing annual interest rate paid on standard passbook savings accounts by commercial banks (percent) ---------- ——
10. If applicable, any debt service costs on the loan on the replacement dwelling, such as points paid by the purchaser which are not reimbursable as an incidental expense ---------- $——

DEVELOPMENT OF MONTHLY PAYMENT FIGURES

A. Monthly payment required to amortize a loan of $——— in ——— (Line 3) (Line 6) months at an annual interest rate of ——— percent---------- $—— (Line 7)

B. Monthly payment required to amortize a loan of $——— in ——— (Line 3) (Line 6) months at an annual interest rate of ——— percent---------- —— (Line 8)

C. Monthly payment required to amortize a loan of $——— in ——— (Line 3) (Line 6) months at an annual interest rate of ——— percent---------- —— (Line 9)

CALCULATION OF INTEREST PAYMENT

Step 1. Subtract A from B:

Monthly payment based on rate for replacement dwelling (B) ---------- $——
Monthly payment based on rate for acquired dwelling (A) ---------- $——
Result (difference) ---------- $——

Step 2. Divide result (difference) of Step 1 by C (carry to 6 decimal places):

Result (difference) from Step 1------ $——
Monthly payment based on savings rate (C) ---------- $——
Result (quotient) ---------- $——

Step 3. Multiply outstanding balance of mortgage on acquired dwelling by result (quotient) of Step 2:

Outstanding Balance (from Line 3) - $——
Result (quotient) of Step 2---------- $——
Result (product) ---------- $——

Step 4. Add to result (product) of Step 3 any debt service costs on the loan on the replacement dwelling:

Result (product) of Step 3, first mortgage ---------- $——
Result (product) of Step 3, second mortgage[1] ---------- $——
Sum of difference, as applicable [1]----- $——
Add debt service costs on loan on replacement dwelling (Line 10)------ $——
Amount of interest payment------- $——

[1] If there is more than one outstanding mortgage on an acquired dwelling, the discounted value of each mortgage must be determined. To do this, a separate computation is made to such mortgage through Step 3. A consolidated Step 4 is then completed.

3. Section 64.109 is revised to read:

§ 641.109 Advance replacement housing payment in condemnation cases.

No property owner should be deprived of the earliest possible payment of the replacement housing amounts to which he is rightfully due. The following procedure shall be used in cases involving condemnation except as indicated in (c) below:

(a) An advance replacement housing payment can be computed and paid to a property owner if the determination of the acquisition price will be delayed pending the outcome of condemnation proceedings. The District Engineer may make a provisional replacement housing payment to the displaced homeowner based on the Government's maximum offer for the property, provided the homeowner enters into an agreement with the Government that:

(1) Upon final determination of the condemnation proceedings, the replacement housing payment will be recomputed using the acquisition price determined by the court as compared to the actual price paid or the amount determined necessary to acquire a comparable, decent, safe, and sanitary dwelling; and

(2) If the amount awarded in the condemnation proceedings as the fair market value of the property acquired plus the amount of the recomputed replacement housing payment exceeds the price paid for, or the District Engineer's determined cost of a comparable dwelling, he will refund to the Government, an amount equal to the amount of the excess. However, in no event shall he be required to refund more than the amount of the replacement housing payment advanced.

(b) If the property owner does not agree to such adjustment, the replacement housing payment shall be deferred until the case is finally adjudicated and computed on the basis of the final determination, using the award as the acquisition price.

(c) The above procedure shall not be applied to acquisition of farm land which includes a dwelling. In such cases, condemnation awards in excess of the amount deposited with the court shall be allocated entirely to farm land exclusive of the dwelling portion of the farm.

Subpart F of Part 641 of Subchapter J of Chapter V of Title 32 of the Code of Federal Regulations is amended as follows:

In § 641.132 the introductory text of (a), (a) (5), and (b) are revised to read:

§ 641.132 Computation and method of payment.

(a) *Rental supplement housing payment.* The District Engineer may determine the amount necessary to rent a comparable replacement dwelling either by establishing a schedule or by using a comparative method; provided, however, that in computing the rental replacement housing payment under either method, the actual or economic rent of the acquired dwelling shall be subtracted from the lesser of the amount of rent actually paid for the replacement dwelling; or the amount determined necessary to rent a comparable replacement dwelling.

* * * * *

(5) *Method of payment.* The amount of the rental payments under section 204 (1) shall be determined and paid in a lump sum, except that it shall be paid in installments if the displaced person so requests.

(b) *Purchases—Replacement housing payment.* If the displaced person elects to purchase instead of renting, the payment shall be computed by determining the amount necessary to enable him to make a down payment and to cover incidental expenses on the purchase of replacement housing, as follows:

(1) The amount of the down payment shall be the lesser of:

(i) The amount that would be required as a down payment for financing a conventional loan on a comparable dwelling; or

(ii) The amount required as a down payment for financing a conventional

loan on the replacement dwelling actually purchased.

The amount determined shall be added to the amount required to be paid by the purchaser as points and/or origination or loan service fees, if such fees are normal to real estate transactions in the area, on the comparable dwelling or the replacement dwelling, whichever is the lesser.

(2) Incidental expenses of closing the transaction are those as described in § 641.106.

(3) The maximum payment shall not exceed $4,000 except that if more than $2,000 is required, the tenant must match any amount in excess of $2,000 by an equal amount in making the down payment.

(4) The full amount of the replacement housing payment must be applied to the purchase price and incidental costs shown on the closing statement.

(Pub. L. 91-646, 2 January 1971 (84 Stat. 1894; 42 USC 4601))

[FR Doc.75-9744 Filed 4-14-75;8:45 am]

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[7 CFR Part 982]

[Docket No. AO 205-A4]

FILBERTS GROWN IN OREGON AND WASHINGTON

Hearing on Proposed Amendments to Marketing Agreement and Order

Notice is hereby given of a public hearing to be held April 29, 1975, in the Conference Room, Washington Building, 1218 SW Washington St., Portland, Oregon, beginning at 9 a.m., local time, with respect to proposed amendments to the marketing agreement, as amended, and to the order, as amended, regulating the handling of filberts grown in Oregon and Washington.

The hearing is called pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 *et seq.*), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900).

The purpose of the hearing is to receive evidence with respect to the economic and marketing conditions which relate to the proposed amendments, hereinafter set forth, and any appropriate modifications thereof, to the marketing agreement and to the order.

The proposed amendments, set forth below, have not received the approval of the Secretary of Agriculture.

PROPOSED BY THE FILBERT CONTROL BOARD

PROPOSAL NO. 1

Amend § 982.17 by designating the current section as paragraph (a) thereof and adding a new paragraph (b) to read as follows:

§ 982.17 Fiscal year and marketing policy year.

(a) "Fiscal year" means the 12 months from August 1 to the following July 31, both inclusive.

(b) "Marketing policy year" means the 12 months from August 1 to the following July 31, both inclusive, or such other period of time as may be recommended by the Board and established by the Secretary.

PROPOSAL NO. 2

§§ 982.16, 982.50, 982.52, 982.54, 982.71, 982.86 [Amended]

Pursuant to proposal 1, change all references to "fiscal year" to read "marketing policy year" in § 982.16; § 982.50 (c) and (d); § 982.52(a) and (d); § 982.54(a), (c), and (e); § 982.71; and § 982.86(b)(3).

PROPOSAL NO. 3

Amend § 982.40 to read as follows:

§ 982.40 Board's estimates and recommendations.

(a) Each marketing policy year, prior to the time the new crop filberts are available for handling, the Board shall hold a meeting for the purpose of recommending to the Secretary a marketing policy for that year. The recommendation shall include the following:

(1) *Inshell allocation.* (i) The Board's estimate of the quantity of merchantable filberts expected to be produced that year.

(ii) The Board's estimate of the inshell handler carryover on the first day of the marketing policy year, segregated as to the quantity subject to regulation and not subject to regulation.

(iii) The Board's recommendation, if any, for handler carryover of inshell filberts on the last day of the marketing policy year, which may be available for handling as inshell filberts thereafter.

(iv) The Board's estimate of the trade demand for inshell filberts for that year, taking into consideration trade carryover at the beginning and end of the year, imports, prices, prospective shelled filbert market conditions and other factors affecting trade demand for inshell filberts during the year.

(v) The Board's recommendation as to a free percentage and a restricted percentage to be established for that year. Whenever the Board recommends those percentages it may make an adjustment in its estimate of merchantable filberts expected to be produced to protect against any error in estimation of that production. As soon as practicable after the official estimate of production is released in November, the Board shall meet to determine if changes in the free and restricted percentages are necessary to release the quantity of merchantable filberts equal to its estimate of the trade demand for those filberts for that year.

* * * * *

(b) At any time prior to February 15 of any year, the Board, or two or more handlers who during the preceding marketing policy year (or fiscal year, when appropriate) handled at least 10 percent of all filberts handled, may recommend to the Secretary revision in the marketing policy for that year.

PROPOSAL NO. 4

§ 982.40 [Amended]

In lieu of the proposal contained in number 3, amend § 982.40 to provide that the Board shall, early in the marketing policy year, recommend a release of 90 percent of the estimated trade demand for inshell filberts by means of establishment of a preliminary free percentage. Then, no later than November 15, the Board would be required to recommend a free percentage which would tend to release a quantity equal to the estimated trade demand for inshell filberts for that year.

PROPOSAL NO. 5

Revise § 982.41 to read as follows:

§ 982.41 Free and restricted percentages.

Whenever the Secretary finds, on the basis of the Board's recommendation or other information, that limiting the quantity of merchantable filberts which may be handled during a marketing policy year would tend to effectuate the declared policy of the act, he shall establish a free percentage or change the free percentage, as applicable, to prescribe the portion of those filberts which may be handled as inshell filberts and a restricted percentage to prescribe that portion that must be withheld from such handling. In establishing such percentages the Secretary shall consider the ratio of (a) the estimated inshell trade demand, less that portion of the inshell handler carryover at the beginning of the marketing policy year not subject to regulation to (b) the estimated supply of merchantable filberts subject to regulation and other relevant factors. In the same manner the free percentage may be increased and the restricted percentage may be decreased by the Secretary, and these revised percentages shall remain in effect for that marketing policy year until superseded.

PROPOSAL NO. 6

Revise the first sentence of § 982.46(a) to read as follows:

§ 982.46 Inspection and certification.

(a) Before or upon handling any filberts, or before any inshell or shelled filberts are credited (under §§ 982.50 or 982.51) in satisfaction of a restricted obligation, each handler shall, at his own expense, cause such filberts to be inspected and certified by the Federal-State Inspection Service as meeting the then effective grade and size regulations or, if inshell or shelled filberts are withheld under § 982.51, the applicable requirements specified in that section. * * *

PROPOSAL NO. 7

Revise § 982.50(a) to read as follows:

§ 982.50 Restricted obligation.

(a) No handler shall handle inshell filberts unless prior to or upon shipment thereof, he (1) has withheld from handling a quantity, by weight, of certified merchantable filberts determined by dividing the quantity handled, or to be handled, by the free percentage and

multiplying the quotient by the restricted percentage; (2) has withheld from handling an equivalent quantity of creditable ungraded inshell filberts under § 982.51(a), or; (3) has, under § 982.51 (b), declared in lieu of a quantity of certified merchantable filbers, the equivalent quantity, by weight as determined under that section, of shelled filberts certified as meeting the standards in effect for Oregon No. 1 grade for shelled filberts as contained in Oregon Grade Standards for Filbert (Hazelnut) Kernels or such other standards as may be recommended by the Board and established by the Secretary. Withholding may be temporarily deferred under the bonding provisions in § 982.54. The quantity of filberts required to be withheld shall be the restricted obligation. Certified merchantable filberts handled in accordance with this subpart shall be deemed to be the handler's quota fixed by the Secretary within the meaning of section 8a(5) of the act.

* * * * *

PROPOSAL NO. 8

Amend § 982.51 by changing the heading, designating the current section as paragraph (a) of the proposed new section, and adding a new paragraph (b). The new section would read as follows:

§ 982.51 Restricted credit for ungraded inshell filberts and for shelled filberts.

* * * * *

(b) A handler may withhold, in accordance with § 982.50(a), shelled filberts in lieu of merchantable filberts in satisfaction of his restricted obligation subject to such terms and conditions as are recommended by the Board and established by the Secretary. The inshell equivalent of any such filberts shall be determined by multiplying the weight of the shelled filberts by 250 percent. This percent may be changed upon recommendation of the Board and approval of the Secretary.

PROPOSAL NO. 9

§ 982.54 [Amended]

Section 982.54(a) should be amended to change the date contained therein from "January 31" to "April 30".

PROPOSAL NO. 10

Amend the first sentence of § 982.65 to read as follows:

§ 982.65 Carryover reports.

On or before January 15 and August 5, of each year and within 10 days following the end of a marketing policy year, respectively, each handler shall report to the Board his inventory of inshell and shelled filberts as of January 1, August 1, and the first day of the marketing policy year, respectively. * * *

PROPOSED BY THE FRUIT AND VEGETABLE DIVISION, AGRICULTURAL MARKETING SERVICE.

PROPOSAL NO. 11

Make such changes as may be necessary to make the entire marketing agreement and the order conform with any amendments thereto that may result from this hearing.

Copies of this notice of hearing and the order may be procured from the Portland Marketing Field Office, Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, 1218 SW Washington St., Portland, OR 97205, or from the Hearing Clerk, Room 112-A, Administration Building, U.S. Department of Agriculture, Washington, D.C. 20250, or may be there inspected.

Signed at Washington, D.C., on April 9, 1975.

JOHN C. BLUM,
Associate Administrator.

[FR Doc.75-9794 Filed 4-14-75;8:45 am]

DEPARTMENT OF LABOR

Occupational Safety and Health Administration

[29 CFR Part 1952]

HAWAII PLAN

Proposed Supplement

1. *Background.* Part 1953 of Title 29, Code of Federal Regulations, prescribes procedures under section 18 of the Occupational Safety and Health Act of 1970 (29 U.S.C. 667) (hereinafter referred to as the Act) for review of changes and progress in the development and implementation of State plans which have been approved in accordance with section 18(c) of the Act and Part 1902 of this chapter. On January 4, 1974, a notice was published in the FEDERAL REGISTER of the approval of the Hawaii plan and of the adoption of Subpart Y of Part 1952 containing the decision of approval (39 FR 1010). On December 23 and 24, 1974 the State of Hawaii submitted supplements to the plan involving developmental changes (see Subpart B of 29 CFR Part 1953).

The decision approving the Hawaii plan incorporated a developmental schedule setting forth time frames for the implementation of various components of the Hawaii plan. Among other things, the schedule provides for the complete implementation of the State's occupational health program by December 1974, and the implementation of the State's Management Information System in late 1974.

2. *Description of the supplements.* The Hawaii occupational health program was approved by the Assistant Secretary of Labor for Occupational Safety and Health (hereinafter referred to as the Assistant Secretary), subject to certain assurances, on December 27, 1974 (39 FR 44752). As part of the decision approving the occupational health program, the developmental schedule for Hawaii was revised to provide for complete implementation of the program by January 1975. By letter dated December 23, 1974, the State requested that the implementation date for its occupational health plan be changed to July 1975. This delay is due to difficulties the State has had in personnel hiring and a recent move to new offices. The supplement includes a series of intermediate steps leading to full implementation of the occupational health program by July 1975, including recruitment and hiring in March 1975, and orientation and on-the-job training from April to June 1975.

By letter dated December 27, 1974, the State requested that the developmental schedule for implementation of the Management Information System be changed from December 1974 to December 1975. The State has experienced some technical difficulties with the computer program and some staffing problems which made implementation before the end of 1974 impossible. The implementation schedule for the Management Information System includes a proposed time schedule leading to full implementation by December 1975.

3. *Location of the plan and its supplement for inspection and copying.* A copy of this supplement, along with the approved plan may be inspected and copied during normal business hours at the following locations: Office of the Associate Assistant Secretary for Regional Programs, Occupational Safety and Health Administration, Room 850, 1726 M Street NW., Washington, D.C. 20210; Office of the Assistant Regional Director, Occupational Safety and Health Administration, Room 9470, Federal Office Building, 450 Golden Gate Avenue, San Francisco, California 94102; and Department of Labor and Industrial Relations, Room 308, 825 Milani Street, Honolulu, Hawaii 96813.

4. *Public participation.* Interested persons are hereby given until May 15, 1975, in which to submit written data, views and arguments concerning whether the supplement should be approved. Such submissions should be addressed to the Associate Assistant Secretary for Regional Programs at his address as set forth above where they will be available for inspection and copying.

Any interested person may request an informal hearing concerning the proposed supplements, by filing particularized written objections with respect thereto within the time allowed for comments with the Associate Assistant Secretary for Regional Programs. If in the opinion of the Assistant Secretary substantial objections are filed, which warrant further public discussion, a formal or informal hearing on the subjects and issues involved may be held.

The Assistant Secretary shall consider all revelant comments, arguments and requests submitted in accordance with this notice and shall thereafter issue his decision as to approval or disapproval of the supplements, make appropriate amendments to Subpart Y of Part 1952 and initiate further appropriate proceedings if necessary.

(Secs. 8(g), 18, Pub. L. 91-596, 84 Stat. 1600, 1608 (29 U.S.C. 657(g), 667))

Signed at Washington, D.C. this 9th day of April 1975.

JOHN STENDER,
Assistant Secretary of Labor.

[FR Doc.75-9740 Filed 4-14-75;8:45 am]

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[14 CFR Part 39]

[Docket No. 75-CE-9-AD]

GATES LEARJET 23, 24, AND 25 SERIES AIRPLANES

Proposed Airworthiness Directive

The Federal Aviation Administration is considering amending Part 39 of the Federal Aviation Regulations by adding an Airworthiness Directive (AD) applicable to certain serial numbers of Gates Learjet 23, 24 and 25 series airplanes. Inspections performed by the manufacturer on upper main landing gear struts of these series airplanes have revealed forging tears which could affect the fatigue life of these components. While these flaws do not affect the static strength of the parts and the design fatigue life is based on a relatively high number of landings and sink speeds, the deteriorating effects of these flaws must be corrected. Accordingly, an AD is being proposed that will require appropriate inspections of the upper main landing gear struts, and removal of any flaws or replacement of the struts if the flaws reach a certain magnitude. The proposed compliance time is 600 hours time in service after the AD's effective date, but not later than September 30, 1976.

Interested persons are invited to participate in the making of the proposed rule by submitting such written data, views or arguments as they may desire. Communications should identify the regulatory docket or notice number and be submitted in duplicate to the Federal Aviation Administration, Office of the Regional Counsel, 1558 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106. All communications received on or before May 15, 1975 will be considered before action is taken upon the proposed rule. The proposals contained in this notice may be changed in light of the comments received. All comments will be available, both before and after the closing date for comments, in the Airworthiness Rules Docket for examination by interested persons.

Sections 313(a), 601, 603 Federal Aviation Act of 1958 (49 U.S.C. 1354(a), 1421, 1423), section 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

In consideration of the foregoing, it is proposed to amend § 39.13 of Part 39 of the Federal Aviation Regulations by adding the following new AD.

GATES LEARJET. Applies to 23 (Serial Numbers 23-003 thru 23-009); 24 (Serial Numbers 24-100 thru 24-297); and 25 (Serial Numbers 25-003 thru 25-182) series airplanes.

Compliance: Required as indicated unless already accomplished in accordance with Gates Learjet Service Bulletin No. SB 23/24/25-259A or later approved revision.

To check for flaws in the upper main landing gear struts, accomplish the following:

(A) Within the next 600 hours' time in service after the effective date of this AD, but not later than September 30, 1976, using eddy current or ultrasonic inspection equipment and procedures, inspect the left and right upper main landing gear struts for flaws in accordance with the instructions and sketches outlined in Gates Learjet Service Bulletin No. SB 23/24/25-259A or later approved revisions, or alternatively, remove the left and right upper landing gear struts from the airplane, disassemble, clean, and inspect the struts for flaws in accordance with the aforementioned Service Bulletin.

(B) If, as a result of the inspections referred to in Paragraph A, flaws are detected, within the next 50 hours' time in service, accomplish the following:

1. Remove any flaw in an upper main landing gear strut with a depth less than 0.025 inches in accordance with the procedures outlined in the aforementioned Service Bulletin.

a. After flaw removal, reinspect using eddy current or ultrasonic methods to assure complete removal of the flaw and then treat and paint the affected area in accordance with the aforementioned Service Bulletin.

2. For flaws that exceed a depth of 0.025 inches, modify the upper main landing gear strut in accordance with instructions provided by the manufacturer or alternatively, replace with an airworthy part.

(C) Any equivalent method of compliance with this AD must be approved by the Chief, Engineering and Manufacturing Branch, FAA, Central Region.

NOTE: Aircraft inspected and in compliance with Gates Learjet Service Bulletin SB 23/24/25-259 (i.e., the original Service Bulletin on this subject) are considered to have complied with the requirements of this AD.

Issued in Kansas City, Missouri, on April 4, 1975.

C. R. MELUGIN, Jr.,
Director, Central Region.

[FR Doc.75-9723 Filed 4-14-75;8:45 am]

[14 CFR Part 71]

[Airspace Docket No. 75-SW-21]

TRANSITION AREA

Proposed Designation

The Federal Aviation Administration is considering amending Part 71 of the Federal Aviation regulations to designate a 700-foot transition area at Mason, Tex.

Interested persons may submit such written data, views or arguments as they may desire. Communications should be submitted in triplicate to Chief, Airspace and Procedures Branch, Air Traffic Division, Southwest Region, Federal Aviation Administration, P.O. Box 1689, Forth Worth, Texas 76101. All communications received on or before May 15, 1975 will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Airspace and Procedures Branch. Any data, views or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official docket will be available for examination by interested persons at the Office of the Regional Counsel, Southwest Region, Federal Aviation Administration, Forth Worth, Texas. An informal docket will also be available for examination at the Office of the Chief, Airspace and Procedures Branch, Air Traffic Division.

It is proposed to amend Part 71 of the Federal Aviation Regulations as hereinafter set forth.

In § 71.181 (40 FR 441), the following transition area is added:

MASON, TEX.

That airspace extending upward from 700 feet above the surface within a 5-mile radius of the Mason County Airport (latitude 30°43'54" N., longitude 99°11'06" W.).

The proposed transition area will provide controlled airspace for aircraft executing the proposed VOR/DME-A, Original, instrument approach procedure.

This notice will also serve to advise interested persons that Mason County Airport is changed from a VFR to an IFR category airport.

Section 307(a) Federal Aviation Act of 1958 (49 U.S.C. 1348), section 6(c) Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Forth Worth, Tex., on April 4, 1975.

ALBERT H. THURBURN,
Acting Director, Southwest Region.

[FR Doc.75-9724 Filed 4-14-75;8:45 am]

National Highway Traffic Safety Administration

[49 CFR Part 571]

[Docket No. 72-26; Notice 2]

MOTOR VEHICLE SAFETY STANDARDS

Foam-Filled Tires; Withdrawal of Proposal

This notice withdraws an advance notice of proposed rulemaking published November 23, 1972 (37 FR 24908), requesting comments and suggestions on possible requirements for passenger car and truck tires filled with foam.

The NHTSA has decided to withdraw the advance notice on the basis that it has not discovered in the course of the rulemaking the existence of safety problems associated with the use of foam-filled tires. Moreover, the comments have indicated that these tires have limited application in the field and their expense is sufficiently high when compared to air-filled tires to preclude widespread use. It is unlikely, therefore, that benefits to be achieved from special requirements for them would justify the costs associated with compliance.

The NHTSA has further determined, following a review of the comments, that tires filled with foam or similar materials should not be considered pneumatic tires subject to Federal Motor Vehicle Safety Standards Nos. 109 and 119 (49 CFR 571.109, 571.119). This interpretation modifies the interpretation published in the advance notice of November 23, 1972, that such tires were

subject to the standards. The requirements of those standards are based on the performance capabilities of tires filled with air, and their application without restriction to tires filled with foam or foam-like substances cannot be based on the information presently available to the agency. However, such tires are motor vehicle equipment and are subject to the provisions of the National Traffic and Motor Vehicle Safety Act. The NHTSA would consider the imposition of requirements on these tires in the future should a need for such requirements be demonstrated.

(Secs. 103, 112, 119, 201, Pub. L. 89-563, 88 Stat. 718; 15 U.S.C. 1392, 1401, 1407, 1421, delegations of authority at 49 CFR 1.51 and 49 CFR 501.8)

Issued on April 7, 1975.

ROBERT L. CARTER,
Associate Administrator,
Motor Vehicle Programs.

[FR Doc.75-9762 Filed 4-14-75;8:45 am]

GENERAL SERVICES ADMINISTRATION

[34 CFR Part 235]

INVENTORY OF FEDERAL LABORATORIES

Establishment and Use

This notice offers interested parties an opportunity to comment on a proposed regulation developed to provide better management of Federal laboratory space. The regulation proposes (1) the establishment of a management system to ensure the compilation and maintenance of a Government-wide inventory of Federal laboratory space and (2) the promulgation of policies and procedures to ensure that the laboratory inventory is consulted during the evaluation process when Federal agencies are considering the need for additional laboratory facilities.

The proposed regulation is the product of an interagency task group. Its purpose is to protect against the overbuilding of laboratory space by requiring the assemblage of data sufficient for a meaningful central review of requests for new laboratory facilities.

Interested persons should submit their comments in triplicate to the General Services Administration (AMP), Washington, D.C. 20405. All relevant material should be received by May 16, 1975.

Dated: April 9, 1975.

R. E. ZECHMAN,
Associate Administrator.

This is a Federal Management Circular requiring all Federal agencies to adopt standard administrative requirements for evaluating the need to acquire additional laboratory facilities. Authority for issuance of the circular is provided under provisions of Executive Order 11717.

As proposed 34 CFR Part 235 will read as follows:

PART 235—ESTABLISHMENT AND USE OF THE INVENTORY OF FEDERAL LABORATORIES

Sec.
235.1 Purpose.
235.2 Background.
235.3 Applicability and definitions.
235.4 Policies and procedures.
235.5 Agency directives.
235.6 Inquiries.

AUTHORITY: Executive Order 11717.

§ 235.1 Purpose.

This part establishes policy and procedures to achieve more efficient use of existing Federal laboratories and to prevent the unneeded acquisition of new laboratory facilities.

§ 235.2 Background.

Federal laboratories, because of their specialized nature, are generally under the exclusive control of the occupant agency. There is a consequent lack of information about the availability of laboratory space on a Government-wide basis. This part is issued in recognition of the need for managers to have available in a central location certain basic information regarding Federal laboratory facilities. This part is issued pursuant to Executive Order 11717 of May 9, 1973, Transferring Certain Functions from the Office of Management and Budget to the General Services Administration and the Department of Commerce.

§ 235.3 Applicability and definitions.

The provisions of the part apply to all executive departments and establishments. The term "agency" throughout the part is synonymous with the term "departments and establishments" as defined in Subpart 200.5. The terms "laboratory" or "laboratory facility" mean any Government-owned or -leased building containing 10,000 square feet or more, or an area of 10,000 square feet or more within such a building, that is equipped and/or used for scientific research, testing, or analysis.

§ 235.4 Policies and procedures.

Federal agencies shall ensure that laboratories under their control are efficiently utilized and to that end shall cooperate in making underutilized facilities available to other agencies having a requirement. Laboratory facilities or parts thereof that are underutilized shall be reported promptly to the General Services Administration in accordance with the provisions of Part 231.

(a) *Inventory of Federal laboratories.* The General Services Administration (GSA) shall assemble and maintain a current printed inventory of all Federal laboratories. The complete inventory or selective information contained therein will be made available to Federal agencies upon request. To enable GSA to prepare and maintain the inventory the headquarters office of each agency shall submit a completed GSA Form 3252, Federal Laboratory Report to GSA for each laboratory it owns or controls." Completed copies of all report forms shall be submitted to the General Services Administration (PR), Washington, DC 20405, by August 1, 1975. Thereafter, additional reports shall be submitted to GSA each time a significant change (plus or minus 10 percent) occurs in the occupancy of a previously reported laboratory. Agencies may obtain their initial supply of GSA Form 3252 from General Services Administration (3FNDD), Union and Franklin Streets Annex, Building 11, Alexandria, VA 22314. Agency field offices should submit all future requirements to their Washington headquarters office which will forward consolidated annual requirements to the General Services Administration (BRAF), Washington, DC 20405.

(b) *Agency use of inventory.* Agencies shall review the inventory of Federal laboratories to identify existing underutilized laboratory space when studying requirements for the acquisition of new laboratory space, including replacement of existing facilities. Agency files shall be thoroughly documented to reflect the precise reasons that existing laboratories having sufficient space available to accommodate an agency's need were not utilized instead of acquiring new space. In addition, cost analyses shall be made and retained in agency files showing the comparative costs of occupying available existing space vs. acquiring new space vs. contracting the performance of the laboratory work to a private firm or another government agency.

(c) *Special reports.* Agencies may request special reports on laboratory facilities from GSA. Reports can be provided on combinations of most of the data elements specified on the GSA Form 3252. For example, reports listing all vacant or underutilized laboratory space within a specific city, State, or zip code area can be provided. Request to GSA for special reports will be handled on a cost reimbursable basis. Such requests should be directed to the General Services Administration (PR), Washington, DC 20405, telephone: 202-343-4730.

(d) *GSA and OMB use of inventory.* GSA will use the inventory of Federal laboratories in screening requests for laboratory space received from agencies which it serves. OMB will use the inventory, and studies and analyses developed under (b), in reviewing agency budgetary requests for construction funds for new laboratory facilities.

§ 235.5 Agency directives.

Heads of agencies are responsible for promulgating such regulations, controls, and review actions as are necessary to comply fully with the provisions of this circular. Such regulations and controls shall ensure that accurate and complete GSA Forms 3252 are submitted to GSA

in a timely manner and that significant changes are reported. Copies of all implementing documents, upon issuance, will be provided to the General Services Administration (AM), Washington, D.C. 20405.

§ 235.6 Inquiries.

Further information concerning this part may be obtained by contacting:

General Services Administration (AMP), Washington, D.C. 20405. Telephone: IDS 183-7528, FTS 202-343-7528.

APPENDIX A

FEDERAL LABORATORY REPORT

1. BUILDING NAME	
2. BUILDING ADDRESS (Street, city, State, ZIP code)	
3. BUILDING TYPE ☐ GOVERNMENT-OWNED ☐ LEASED	4. AGENCY CONTROLLING BUILDING (Name, address, ZIP code)
5. PERSON TO CONTACT ABOUT LABORATORY SPACE	(A) NAME (B) TELEPHONE NUMBER
6. OCCUPIABLE AREA OF BUILDING	SQUARE FEET
7. AMOUNT OF LABORATORY SPACE CONTAINED IN BUILDING	SQUARE FEET
8. AMOUNT OF VACANT OR UNDERUTILIZED LABORATORY SPACE AVAILABLE	SQUARE FEET
9. NUMBER OF PERSONS OCCUPYING LABORATORY SPACE	NUMBER
10. YEAR BUILDING CONSTRUCTED	YEAR
11. YEAR LABORATORY SPACE LAST RENOVATED OR MODERNIZED	YEAR
12. IS CONTROLLING AGENCY WILLING TO CONSIDER HAVING THIS LABORATORY PERFORM WORK FOR OTHER AGENCIES ON A COST REIMBURSABLE OR OTHER BASIS?	☐ YES ☐ NO
13. IS IT ANTICIPATED THAT THIS LABORATORY OR A PART OF IT MAY BECOME EXCESS TO THE NEEDS OF THE OCCUPANT AGENCY WITHIN THE NEXT 1-3 YEARS?	☐ YES ☐ NO

14. DESCRIPTION OF LABORATORY MISSION AND CAPABILITIES (Including name of occupant agency)

GENERAL SERVICES ADMINISTRATION GSA FORM 3252 (4-75)

INSTRUCTIONS FOR COMPLETING FEDERAL LABORATORY REPORT, GSA FORM 3252

This form should be completed and submitted to the Central Services Administration in accordance with the Section a of FMC 75-7

Block 1. Enter the name of the building, if any, containing the laboratory. If there is no building name enter the name of the laboratory.

Block 2. Enter the address of the building. Abbreviations should not be used in providing the names of cities and states. The zip code must be provided.

Block 3. Indicate whether the building is owned by the Government or leased from a private person or company.

Block 4. The agency controlling the building is the agency responsible for the operation, maintenance and upkeep of the building. In leased buildings the controlling agency is that agency that issues the rent check.

Block 5. Furnish the name and telephone number of the person to contact about the laboratory space.

Block 6. The occupiable area of the building should be determined in accordance with subsection 101-17.003-27 of the Federal Property Management Regulations. Approximations are permitted where measurements are not available.

Block 7. Enter the amount of laboratory space contained in the building. Do not include office, storage or support space. Indicate only the amount of space specifically used for laboratory purposes.

Block 8. Indicate the amount of vacant or underutilized laboratory space that is currently available within the building.

Block 9. Enter the number of persons (scientists, technicians and others) who occupy the laboratory space.

Block 10. The year the building was constructed should be entered in this block. Approximations are permitted if the exact year is not known.

Block 11. Indicate the year the laboratory space was modernized or renovated. Approximations may be given when the exact year is not known.

Block 12. The controlling agency is the agency responsible for administering and conducting the programs of the laboratory.

Block 13. Indicate whether the laboratory will become excess within the next 1 to 3 years. Excess generally means that the property will not be required for programs of the agency.

Block 14. Provide a brief description of the mission and prime functions currently being performed by the laboratory. Also, furnish name of occupant agency.

GSA FORM 3252 BACK (4-75)

[FR Doc.75-9777 Filed 4-14-75;8:45 am]

notices

This section of the FEDERAL REGISTER contains documents other than rules or proposed rules that are applicable to the public. Notices of hearings and investigations, committee meetings, agency decisions and rulings, delegations of authority, filing of petitions and applications and agency statements of organization and functions are examples of documents appearing in this section.

DEPARTMENT OF STATE

[Public Notice CM-5/34]

OVERSEAS SCHOOLS ADVISORY COUNCIL

Meeting

The Executive Committee of the Overseas Schools Advisory Council, Department of State, will meet Monday, May 12, 1975, 10 a.m. in the Twelfth Floor Conference Room at the U.S. Mission to the United Nations, 799 United Nations Plaza, New York, New York 10017.

Agenda items scheduled for discussion are as follows:

I. Discussion of Second Phase of Council's Program.

A. Letter from Dr. E. Mannino of December 19, 1974, to the Overseas Schools.

B. Assistant Secretary John Thomas' Letter to U.S. Chiefs of Mission.

C. Communications from Schools Regarding Council's Second Phase.

D. Communications from U.S. Corporations and Foundations Regarding Same.

E. Local Fund-Raising Efforts and Strategies by the Schools.

II. Report by Eugene Lopez of Meeting in Copenhagen with the European Council of International Schools.

III. Report by E. C. Axtmann of Meeting in Tegucigalpa with the Inter Regional Center.

IV. Suggestions by Participants Regarding Methods and Mechanics of Local Fund Raising.

V. Advice to U.S. Corporations and Foundations of the "Fair Share" Contributed by U.S. Government to Each of the Schools.

A. Discussion of Whether Schools Should Be Asked if They Wish Council to Do So.

B. Discussion of Whether Corporations and Foundations Should Be Advised as to What the Government Is Doing, Solely for Guideline Purposes.

VI. Status Report.

VII. Strengthening Membership of Local School Boards by Addition of Senior Corporate Representation.

VIII. Selection of Date for Full Council Meeting.

For purposes of fulfilling building security requirements, anyone wishing to attend the meeting should call Ms. Judy Knott, Office of Overseas Schools, Department of State, Washington, D.C., Area Code 703-235-9601, prior to May 12.

Dated April 7, 1975.

ERNEST N. MANNING,
Executive Secretary, Overseas Schools Advisory Council.

[FR Doc.75-9725 Filed 4-14-75;8:45 am]

[Public Notice CM-5/33]

SHIPPING COORDINATING COMMITTEE SUBCOMMITTEE ON SAFETY OF LIFE AT SEA

Meeting

The working group on Standards of Training and Watchkeeping of the U.S. Subcommittee on Safety of Life at Sea will hold an open meeting at 10 a.m. on Friday, May 9, 1975 in Room 8334 of the Department of Transportation, 400 7th Street, SW, Washington, D.C.

The purpose of this meeting will be to discuss the agenda for the Sixth Session of the Subcommittee on Standards of Training and Watchkeeping of the Intergovernmental Maritime Consultative Organization scheduled to meet June 9-13, 1975 in London.

Requests for further information on the meeting should be directed to Captain J. V. Caffrey, United States Coast Guard. He may be reached by telephone on (area code 202) 426-1500.

RICHARD K. BANK,
Chairman, Shipping Coordinating Committee.

APRIL 7, 1950.

[FR Doc.75-9788 Filed 4-14-75;8:45 am]

DEPARTMENT OF THE TREASURY

Internal Revenue Service

CHIEF COUNSEL'S ADVISORY COMMITTEE ON RULES OF PROFESSIONAL CONDUCT

Open Meeting

Notice is hereby given that pursuant to section 10(a)(2) of the Federal Advisory Committee Act, Pub. L. 92-463, a meeting of the Chief Counsel's Advisory Committee on Rules of Professional Conduct will be held on May 15, 1975, beginning at 9 a.m. in Room 3313, Internal Revenue Building, 1111 Constitution Avenue, NW, Washington, D.C. 20224. The agenda will include various topics concerning the rules of professional conduct governing tax practice with particular emphasis on problems generated by representation of taxpayers by former Internal Revenue Service employees.

The meeting will be open to the public. It is to be held in a room accommodating, in addition to members of the Committee, 25 people. Time permitting, after discussion of agenda subjects by Committee Members, interested persons may make statements germane to these subjects. Persons wishing to make oral statements should advise the Committee Manager in writing prior to the meeting to aid in scheduling the time available and should submit the written text, or, at a minimum, an outline of comments they propose to make orally. Such comments will be restricted to ten minutes in length. Any interested persons may file a written statement for consideration by the Committee by sending it to the Committee Manager, Chief Counsel's Advisory Committee, Room 3034, Internal Revenue Building, 1111 Constitution Avenue, NW, Washington, D.C. 20224.

MEADE WHITAKER,
Chief Counsel.

[FR Doc.75-9807 Filed 4-14-75;8:45 am]

DEPARTMENT OF DEFENSE

Office of the Secretary

DEFENSE SCIENCE BOARD TASK FORCE ON "ELECTRONIC TEST EQUIPMENT"

Advisory Committee Meeting

Pursuant to the provisions of Pub. L. 92-463, notice is hereby given that the Defense Science Board Task Force on "Electronic Test Equipment" will meet in open session on May 8 and 9, 1975, in Room 9W67, National Center Building #1, 2511 Jefferson Davis Highway, Arlington, Virginia. The session will commence at 9 a.m. each day.

The mission of the Defense Science Board is to advise the Secretary of Defense and Director of Defense Research and Engineering on overall research and engineering and to provide long-range guidance in these areas to the Department of Defense.

The primary responsibility of the Task Force is to examine the greater use of the Department of Defense of privately-developed, commercially-available, off-the-shelf electronic test equipment, including modifications thereof, with the goal of achieving economy and reliability benefits for the several Armed Services and to recommend policies and procedures which will maximize these benefits.

This will be the third meeting of the Task Force. The planned agenda will cover three general areas:

1. Determination of Electronic Test Equipment Needs.
2. Translation of Electronic Test Equipment Needs.
3. Acquisition and Use of Electronic Test Equipment.

The meeting is open to the public. Persons wishing to attend are advised that a reasonable quantity of seating for observers will be available on a first-come, first-seated basis. No specific arrangements or notification of desire to attend is necessary.

The Executive Secretary for the Task Force is Mr. Rudolph J. Sgro, OASD (I&L) WS, Room 2A318, Pentagon, Washington, D.C. 20301.

MAURICE W. ROCHE,
Director, Correspondence and Directives, OASD (Comptroller).

APRIL 10, 1975.

[FR Doc.75-9730 Filed 4-14-75;8:45 am]

DEFENSE SCIENCE BOARD

Cancelled Meeting

The meeting of the Defense Science Board scheduled for 15 April 1975 in the Pentagon, Arlington, Virginia as published in the FEDERAL REGISTER on March 20, 1975 (FR Doc. 75-7284) has been cancelled.

MAURICE W. ROCHE,
Director, Correspondence and Directives, OASD (Comptroller).

APRIL 10, 1975.

[FR Doc.75-9772 Filed 4-14-75;8:45 a.m.]

DEPARTMENT OF JUSTICE

U.S. V. TOM'S FOODS LTD.

Proposed Consent Judgment

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16 (b) through (h), that a proposed consent judgment, agreed to by the United States and Tom's Foods Ltd., and a competitive impact statement have been filed with the United States District Court for the Middle District of Georgia, Columbus Division (Civil No. 75-28-COL). The complaint, filed simultaneously with the proposed judgment, alleges that Tom's violated section 1 of the Sherman Act by agreeing with other snack food manufacturers that these manufacturers would not, without Tom's approval, sell products of their manufacture, or offer price discounts, to Tom's distributors. The proposed judgment will enjoin Tom's from agreements with any independent manufacturer which restrict the quantity or price of any products that they sell to Tom's independent distributors. Tom's will also be restrained, for a ten year period, from agreements with its distributors which restrict the quantity or price of products that they purchase from independent manufacturers.

Public comment is invited on or before June 9, 1975. Such comments and responses thereto will be published in the FEDERAL REGISTER and filed with the Court. Comments should be directed to Gerald A. Connell, Chief, General Litigation Section, Antitrust Division, Department of Justice, Washington, D.C. 20530.

Dated: April 8, 1975.

THOMAS E. KAUPER,
Assistant Attorney General, Antitrust Division.

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF GEORGIA

COLUMBUS DIVISION

In the matter of: United States of America, Plaintiff, versus Tom's Foods Ltd., Defendant; Civil Action No. 75-28-COL; Filed: April 8, 1975.

Stipulation. It is stipulated by and between the undersigned parties, by their respective attorneys, that:

1. A Final Judgment in the form hereto attached may be filed and entered by the Court, upon the motion of either party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act, (15 U.S.C. § 16) and without further notice to either party or other proceedings, provided that plaintiff has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on defendant and by filing that notice with the Court.

2. In the event plaintiff withdraws its consent or if the proposed Final Judgment is not entered pursuant to this stipulation, this stipulation shall be of no effect whatever and the making of this stipulation shall be without prejudice to plaintiff and defendant in this and any other proceeding.

For the Plaintiff:

UNITED STATES OF AMERICA.
THOMAS E. KAUPER,
Assistant Attorney General.
BADDIA J. RASHID,
GERALD A. CONNELL,
ROBERT J. LUDWIG,
GARY M. COHEN,
LARRY R. PATTON,
Attorneys,
United States Department of Justice.

For the Defendant.
Tom's Foods Ltd.

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF GEORGIA

Columbus Division

In the matter of United States of America, Plaintiff, versus Tom's Foods Ltd., Defendant; Civil Action No. 75-28-COL; filed: April 8, 1975.

Final Judgment. Plaintiff, United States of America, having filed its complaint herein on April 8, 1975, and the parties hereto, by their respective attorneys having consented to the making and entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without admission by either party in respect to any issue;

Now, therefore, before any testimony has been taken herein and upon consent of the parties hereto, it is hereby,

Ordered, Adjudged and Decreed as follows:

I. This court has jurisdiction over the subject matter of this action and of the parties hereto. The Complaint states claims upon which relief may be granted against the defendant under section 1 of the Act of Congress of July 2, 1890, as amended (15 U.S.C. section 1), commonly known as the Sherman Act.

II. As used in this Final Judgment

(A) "Distributor" shall mean any person who buys "snack foods" or other products for resale.

(B) "Snack Foods" shall mean food products which are intended for immediate consumption or away-from-home eating and include, but are not limited to, such items as candies, peanut items, baked goods, potato chips, pretzels and sandwiches.

(C) "Manufacturer" shall mean any person manufacturing and/or selling or offering to sell snack foods or other products to Distributors.

(D) "Person" shall mean any partnership, firm, corporation, individual or any other business or legal entity.

III. The provisions of this Final Judgment applicable to the defendant shall also apply to each of its directors, officers, agents, employees, subsidiaries, successors and assigns, and to all persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

IV. The defendant, Tom's Foods Ltd., is enjoined and restrained from:

(A) Entering into, adhering to, enforcing or claiming any right under any contract, agreement understanding, plan or program with any Manufacturer that directly or indirectly,

(1) Restricts, prevents, limits or interferes with the sale of any product to any Distributor; or

(2) Restricts, limits, fixes, stabilizes or interferes with the price, price discounts, or other terms or conditions for the sale of any product to any Distributor.

(B) The provisions of section IV(A) above shall not apply to those products manufactured by another Manufacturer under Tom's Foods Ltd. trademarks solely for sale to Tom's Foods Ltd.

V. The defendant, Tom's Foods Ltd., is enjoined and restrained, for a period of ten years following the date of entry of this Final Judgment, from:

(A) Entering into, adhering to, enforcing or claiming any right under any contract, agreement, understanding,

plan or program with any Distributor that, directly or indirectly,

(1) Restricts, prevents, limits or interferes with the purchase of snack foods by any Distributor from any other Manufacturer, or

(2) Restricts, limits, fixes, stabilizes or interferes with the price, price discounts, or other terms or conditions for the purchase of snack foods by any Distributor from any other Manufacturer.

VI. (A) The defendant is directed and ordered to provide within sixty (60) days from the date of entry of this Final Judgment, by registered mail, all current Distributors and Manufacturers (to the extent known to the defendant) with a letter containing the following statement:

As a result of a Consent Judgment entered by the United States District Court for the Middle District of Georgia in *United States* v. *Tom's Foods Ltd.*, Civil No. ———, each distributor is free to select any manufacturer or supplier of snack food products for resale, and to determine the quantity, price or kind of each product he will purchase without interference from Tom's Foods Ltd.

Manufacturers and suppliers are free to offer to distributors any product, or any price discount or promotion for any product, without the approval of Tom's Foods Ltd., except for these products bearing the Tom's Foods Ltd. trademark that they manufacture solely for sale to Tom's.

(B) The defendant is directed and ordered to file with the Court and serve upon plaintiff, within ninety (90) days from the date of entry of this Final Judgment, a report stating the manner of its compliance with the provisions of paragraph A of this section VI.

VII. For the purposes of determining or securing compliance with the Final Judgment, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant, made to its principal office, be permitted, subject to any legally recognized claim of privilege, (a) access during the office hours of defendant to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession, custody, or control of defendant relating to any matters contained in this Final Judgment and (b) subject to the reasonable convenience of defendant, but without restraint or interference from it, to interview officers, directors, agents, or employees of the defendant, who may have counsel present, regarding any such matter. Upon the written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, defendant shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be requested. No information obtained by the means provided in this section VII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch, except in the course of legal proceedings to which the United States is a party, for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

VIII. For a period of five (5) years from the date of entry of this Final Judgment, defendant shall submit annually on the anniversary date of this Final Judgment a written report to the plaintiff setting forth the steps taken during the preceding year to inform its officers, directors, agents and employees of its and their obligations under this Final Judgment.

IX. Jurisdiction is retained for the purpose of enabling either of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the modification, construction or carrying out of this Final Judgment, for the enforcement of compliance therewith, and the punishment of violations thereof. Entry of this Final Judgment is in the public interest.

———————————,
United States District Judge.

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF GEORGIA

Columbus Division

In the matter of United States of America, Plaintiff, v. Tom's Foods Ltd., Defendant; Civil Action No. 75-28-COL; Filed: April 8, 1975.

Proposed Consent Judgment: Competitive Impact Statement. Pursuant to section 2(b) of the *Antitrust Procedures and Penalties Act* (15 U.S.C. 16(b)), the United States of American hereby files its Competitive Impact Statement relating to the proposed consent judgment submitted for entry in this civil antitrust proceeding.

I. NATURE AND PURPOSE OF THE PROCEEDING

This is a civil antitrust action by the United States Department of Justice againsts Tom's Foods Ltd., of Macon, Georgia, a wholly-owned subsidiary of General Mills, Inc., of Minneapolis, Minnesota, to prevent and restrain alleged violations of section 1 of the Sherman Act.

II. PRACTICES AND EVENTS GIVING RISE TO THE ALLEGED VIOLATION OF THE ANTITRUST LAWS

Tom's Foods Ltd. ("Tom's") is engaged in the manufacture and sale of snack food products which are sold primarily to a network of approximately 500 independent distributors who in turn resell them through retail outlets and vending machines. Snack foods, as used in the complaint and defined in the proposed judgment, mean food products which are intended for immediate consumption or away-from-home eating and include, but are not limited to, such items as candies, peanut items, baked goods, potato chips, pretzels and sandwiches.

Tom's has entered into contracts with a number of competing snack food manufacturing companies which provide that these firms may supply specific products to Tom's distributors. Tom's has agreed with some of these competing snack food manufacturers that they are not to sell any of their products to Tom's distributors without Tom's prior approval. These agreements have been enforced by Tom's to prevent competing snack food companies from selling to distributors products which Tom's considers to be directly comparable to those it manufactures. As to products which are "approved" by Tom's, the competing snack food manufacturing companies must receive Tom's authorization for any price discounts or other promotional activity to be offered to Tom's distributors.

The complaint alleges that these contracts, agreements and understandings between Tom's and competing snack food manufacturing companies unreasonably restrain trade in violation of section 1 of the Sherman Act. These agreements restrain trade because they foreclose competing snack food manufacturing companies from selling to Tom's distributors and limit price competition between Tom's and these companies in the sale of snack food products to Tom's distributors.

III. EXPLANATION OF THE PROPOSED CONSENT JUDGMENT

Prior to filing the complaint, the United States and the defendant have agreed that the consent judgment, in a form negotiated by the parties, may be entered by the Court at any time after compliance with the Antitrust Procedures and Penalties Act. The stipulation provides that there has been no admission by either party with respect to any issue of fact or law. Under the provisions of section 2(e) of the Antitrust Procedures and Penalties Act, entry of said judgment by the Court is conditioned upon a determination by the Court that the proposed judgment is in the public interest.

A. *Prohibited Conduct*—Under the proposed consent judgment, Tom's is prohibited from entering into any contract or agreement with any manufacturer that directly or indirectly restricts or interferes with the sale of any product to any distributor or which fixes or interferes with the price, price discounts, or other terms or conditions for the sale of any product to any distributor. These injunctions apply to all products with the exception of those which are manufactured under the Tom's Foods Ltd. trademark solely for sale to Tom's. This exception allows Tom's to contract with other manufacturers to produce, for Tom's, products bearing the Tom's Foods trademark. The manufacturer can ship these products either directly to Tom's or to those persons to whom Tom's directs that the products be shipped. This exception is appropriate since Tom's is entitled to this degree of control over the manufacture and sale of its own trademarked products.

Despite the prohibition in the proposed decree of agreements between Tom's and competing manufacturers that restrict the latter's sales to Tom's distributors, it was recognized that Tom's could continue to limit access to its distributors. This could be achieved by imposing limitations on the products that the distributors could purchase from competing manufacturers. Section V of the proposed final judgment prevents Tom's from restricting or interfering with its distributors' purchasing decisions, or with the price and other terms and conditions under which they purchase products from other manufacturers. The section V injunctions have a ten year application. A perpetual injunction was deemed unnecessary because the Department of Justice had no evidence that Tom's has to date interfered with or restricted its distributors' purchasing decisions.

B. *Scope of the Proposed Judgment*—The terms of the consent judgment shall apply to each of Tom's directors, officers, agents, employees, subsidiaries, successors and assigns. [section III]. Within sixty (60) days from the date the proposed judgment is entered, Tom's must send a letter to all current distributors and manufacturers of snack foods that contains the following statement:

> As a result of a Consent Judgment entered by the United States District Court for the Middle District of Georgia in *United States v. Tom's Foods Ltd.*, Civil No. each distributor is free to select any manufacturer or supplier of snack food products for resale, and to determine the quantity, price or kind of each product he will purchase without interference from Tom's Foods Ltd.
>
> Manufacturers and suppliers are free to offer to distributors any product, or any price discount or promotion for any product, without the approval of Tom's Foods Ltd., except for these products bearing the Tom's Foods Ltd. trademark that they manufacture solely for sale to Tom's.

Section VII provides the United States access to Tom's records and the right to interview Tom's officials and employees for the purposes of determining or securing compliance with the proposed judgment.

Section VIII requires that Tom's provide the government for a period of five years an annual statement setting forth the steps taken during the preceding year to inform its personnel of its and their obligations under the proposed judgment.

C. *Competitive Effect of the Proposed Consent Judgment*—The proposed consent judgment will have the effect of allowing competing manufacturers to sell to Tom's distributors and of encouraging competition between Tom's and these companies. Tom's distributors will have the opportunity to purchase products of other manufacturers without interference from Tom's. Such products will thus be available to consumers from more sources and at prices competitive to the prices of similar products manufactured by Tom's.

IV. REMEDIES AVAILABLE TO POTENTIAL PRIVATE PLAINTIFFS

Section 4 of the Clayton Act (15 U.S.C. 15) provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the damages such person has suffered, as well as costs and reasonable attorney fees. The entry of the proposed final judgment will not have any effect on the right of any potential private plaintiffs who claim they have been damaged by the alleged violation to sue for monetary damages or any other legal or equitable remedies. However, this judgment may not be used as *prima facie* evidence in private litigation pursuant to section 5(a) of the Clayton Act, as amended (15 U.S.C. 16(a)).

V. PROCEDURES AVAILABLE FOR MODIFICATION OF THE PROPOSED JUDGMENT

During the period of time provided for in the Antitrust Procedures and Penalties Act (a minimum of 60 days between the filing of the proposed consent judgment and its entry) interested persons may file comments with Gerald A. Connell, Chief, General Litigation Section, Antitrust Division, Department of Justice, Washington, D.C. 20530, urging that the decree not be entered in the form proposed. These comments, and the response to them, will be filed with the Court and published in the FEDERAL REGISTER. All comments will be given appropriate consideration by the Government, which remains free to withdraw its consent to the proposed consent judgment at any time prior to its entry if it should conclude that some modification of it is necessary. In addition, the proposed judgment provides for retention of jurisdiction of this section by the Court to permit, among other things, the parties to apply to the Court for such orders as may be necessary or appropriate for modification of the judgment.

VI. ALTERNATIVE REMEDIES ACTUALLY CONSIDERED

The only alternative remedy actually considered by the Department of Justice was whether to extend the ten year application of section V of the Judgment to a perpetual injunction. As discussed in section III(A) of this statement, a perpetual injunction was not believed to be appropriate because the Department had no evidence that Tom's has to date interfered with or restricted its distributors' purchasing decisions.

The Department of Justice considers the substantive language of the proposed decree to be of sufficient scope and effect to make litigation unnecessary. The relief contained in this proposed judgment is, in the Department's view, consonant with the relief prayed for in paragraph VI of the complaint.

VII. DETERMINATIVE DOCUMENTS

No materials and documents of the type described in section (b) of the *Antitrust Procedures and Penalties Act* (15 U.S.C. 16(b)) were considered in formulating this proposed judgment.

GARY M. COHEN,
LARRY R. PATTON,
Attorneys,
United States Department of Justice.

[FR Doc.75-9785 Filed 4-14-75;8:45 am]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

IDAHO

Modification of Grazing District Boundaries

Pursuant to the authority vested in the Secretary of the Interior by the Taylor Grazing Act of June 28, 1934 (48 Stat. 1269) as amended, and delegated to the Director, Bureau of Land Management by 235 DM 1.1, the Departmental Orders dated April 8, 1935, November 3, 1936, and December 4, 1940, establishing the Boise, Idaho Falls, Shoshone and Coeur d'Alene District, respectively, are hereby amended as follows:

1. The north boundary of Idaho Grazing District No. 1, is adjusted so as to eliminate the following described land from Idaho Grazing District No. 1 and these lands are hereby placed under the administrative jurisdiction of the Coeur d'Alene District Office:

All vacant, unappropriated public land in:

BOISE MERIDIAN, IDAHO

T. 21 N., R. 1 E.,
Secs. 1, 2, 3, 10 to 15 inclusive, 22 to 27 inclusive, 34, 35, and 36.
T. 22 N., R. 1 E.,
Secs. 1, 2, 3, 4, 9 to 16 inclusive, 21 to 28 inclusive, 33, 34, 35, and 36.
T. 23 N., R. 1 E.,
Secs. 1 to 18 inclusive;
Sec. 19, E½;
Secs. 20 to 29 inclusive;
Sec. 30, NE¼;
Sec. 32, E½;
Secs. 33, 34, 35 and 36.
T. 24 N., R. 1 E.,
All that portion south and west of Salmon River.
T. 24 N., R. 2 E.,
All that portion south of Salmon River.
T. 24 N., R. 3 E.,
All that portion south of Salmon River.
T. 24 N., R. 5 E.,
Secs. 7, 8, 9, 10, 15 to 22 inclusive and 27 to 34 inclusive.
T. 24 N., R. 1 W.,
Sec. 25, S½;
Sec. 36, All.

2. The west boundary of Idaho Grazing District No. 3, Bureau of Land Management, is adjusted so as to transfer administrative responsibility for all public land within the following described legal subdivisions from Grazing District No. 3 (Idaho Falls) to Grazing District No. 5 (Shoshone).

All vacant, unappropriated public land in:

BOISE MERIDIAN, IDAHO

T. 1 N., R. 24 E.,
Secs. 4, 5, 8, 9, 16, 17, 20, 21, 28, 29, 32, and 33.

T. 2 N., R. 24 E.,
Sec. 28, that portion of lots 2, 3, 4 W½ NE¼, NW¼ within Butte County.
Sec. 32 that portion within Butte County.
Sec. 33, that portion within Butte County.

The transfer of jurisdiction from the Boise to the Coeur d'Alene District will involve a change from grazing use and management under section 3 of the Taylor Grazing Act to section 15 of the Taylor Grazing Act. The jurisdiction transfers will otherwise not affect the status or use of the public lands in any way. The transfer will become effective April 15, 1975.

Dated: April 8, 1975.

GEORGE L. TURCOTT,
Associate Director.

[FR Doc.75-9783 Filed 4-14-75;8:14 am]

IDAHO

Modification of District Boundaries

Pursuant to the authority vested in the Secretary of the Interior by the Taylor Grazing Act of June 28, 1934 (48 Stat. 1269) as amended and delegated to the Director, Bureau of Land Management by 235 DM 1.1, the boundaries of the Burley, Idaho Falls, Coeur d'Alene and Boise Districts are hereby modified as follows:

1. The boundaries establishing administrative jurisdiction over certain lands managed under section 15 of the Taylor Grazing Act by the Burley District, Bureau of Land Management, are adjusted so as to transfer administrative responsibility for all public land within the following described legal subdivisions from the Burley to the Idaho Falls District Offices.

All vacant, unappropriated public land in:

BOISE MERIDIAN, IDAHO

T. 5 S., R. 33 E.,
Secs. 1 to 16 inclusive and those portions of secs. 22 to 26 inclusive and sec. 36 in Bannock County.
T. 5 S., R. 34 E.,
Secs. 1 to 24 inclusive.
T. 5 S., R. 35 E.,
Secs. 1 to 24 inclusive.
T. 5 S., R. 36 E.,
All.
T. 6 S., R. 36 E.,
Secs. 1 to 12 inclusive.
T. 5 S., R. 37 E.,
All.
T. 6 S., R. 37 E.,
Secs. 1 to 12 inclusive.
T. 13 S., R. 37 E. (partially surveyed),
Those portions of secs. 22 to 26 inclusive and 36 in Franklin County.
T. 14 S., R. 37 E.,
Those portions of secs. 1, 35, and 36 in Franklin County.
T. 15 S., R. 37 E. (partially surveyed),
Those portions of secs. 1, 2, 11 to 14 inclusive, 23 to 26 inclusive, 35 and 36 in Franklin County.
T. 16 S., R. 37 E.,
Those portions of secs. 1, 2, 11 to 14 inclusive and 23 to 26 inclusive in Franklin County.
T. 5 S., R. 38 E.,
All.
T. 6 S., R. 38 E.,
Secs. 1 to 14 inclusive, 23 to 26 inclusive, 35, and 36.
T. 7 S., R. 38 E.,
Secs. 1, 12, 13, 24, 25, and 36.
T. 13 S., R. 38 E.,
All that portion in Franklin County.
T. 14 S. to 16 S. inclusive, R. 38 E.,
All.
T. 5 S. to 7 S. inclusive, R. 39 E.,
All.
T. 8 S., R. 39 E.,
Secs. 1 to 30 inclusive and 32 to 36 inclusive.
T. 9 S., R. 39 E.,
Secs. 1, 2, 3, 10 to 14 inclusive, 23 to 26 inclusive, 35, and 36.
T. 10 S., R. 39 E.,
Secs. 1 to 4 inclusive, 9 to 16 inclusive, and 21 to 27 inclusive;
Sec. 28, N½;
Secs. 34, 35, and 36.
T. 11 S., R. 39 E.,
Secs. 1, 2 and 3;
Sec. 10, E½;
Secs. 11 to 14 inclusive;
Sec. 15, E½;
Sec. 22, E½;
Sec. 23 to 26 inclusive;
Sec. 35 and 36.
T. 12 S., R. 39 E.,
Secs. 1, 2, 3, 10 to 15 inclusive, 22 to 27 inclusive, 34, 35, and 36.
T. 13 S., R. 39 E.,
Secs. 1, 2, 3, 10 to 15 inclusive, 22 to 27 inclusive, and 31 to 36 inclusive.
T. 14 S. to 16 S. inclusive, R. 39 E.,
All.
T. 5 S. to 16 S. inclusive, R. 40 E.,
All.
T. 5 S. to 9 S. inclusive, R. 41 E.,
All.
T. 10 S., R. 41 E. (partially surveyed),
All.
T. 11 S., R. 41 E.,
All.
T. 12 S. to 15 S. inclusive, R. 41 E. (partially surveyed),
All.
T. 16 S., R. 41 E.,
All.
T. 5 S. to 9 S. inclusive, R. 42 E.,
All.
T. 10 S., R. 42 E. (partially surveyed),
All.
T. 11 S., R. 42 E. (unsurveyed),
All.
T. 12 S. to 16 S. inclusive, R. 42 E.,
All.
T. 5 S. to 16 S. inclusive, R. 43 E.,
All.
T. 5 S. to 13 S. inclusive, R. 44 E.,
All.
T. 14 S. to 15 S. inclusive, R. 44 E. (partially surveyed),
All.
T. 16 S., R. 44 E.,
All.
T. 5 S. to 16 S. inclusive, R. 45 E.,
All.
T. 5 S. to 10 S. inclusive, R. 46 E.,
All.
T. 11 S., R. 46 E.,
Secs. 2 to 11 inclusive, 14 to 23 inclusive, and 26 to 33 inclusive;
Sec. 34, N½, SW¼;
Sec. 35, N½.

2. The boundaries establishing administrative jurisdication of National Resource Lands and interagency coordination of other lands are adjusted to transfer responsibility from the Boise District to the Coeur d'Alene District of the Bureau of Land Management. The present southern boundary of the Coeur d'Alene District starting from the Snake River at the north boundary of Township 24 North thence east along the township line to where it intersects with the Salmon River; thence following the Salmon River east to the Lemhi County line, will now be located on a proposed new line starting from the Snake River at the north boundary of Township 20 North; thence east along the township line to the Valley County line; thence north and east along the Valley County line to the Middle Fork of the Salmon River which is also the west boundary of Lemhi County. The land between these east-west lines and the west boundary of Lemhi County on the east and the Snake River on the west constitutes the new area of responsibility of management and/or interagency coordination for the Coeur d'Alene District.

This transfer of jurisdiction will not affect the status or use of the public lands and shall become effective April 15, 1975.

GEORGE L. TURCOTT,
Associate Director.

APRIL 8, 1975.

[FR Doc.75-9784 Filed 4-14-75;8:45 am]

[NM 25172]

NEW MEXICO

Application

APRIL 7, 1975.

Notice is hereby given that, pursuant to section 28 of the Mineral Leasing Act of 1920 (30 U.S.C. 185), as amended by the Act of November 16, 1973 (87 Stat. 576), El Paso Natural Gas Company has applied for one 4½ inch natural gas pipeline right-of-way across the following lands:

NEW MEXICO PRINCIPAL MERIDIAN,
NEW MEXICO

T. 32 N., R. 10 W.,
Sec. 30, lots 14 and 19.

This pipeline will convey natural gas across 0.091 miles of national resource lands in San Juan County, New Mexico.

The purpose of this notice is to inform the public that the Bureau will be proceeding with consideration of whether the application should be approved, and if so, under what terms and conditions.

Interested persons desiring to express their views should promptly send their name and address to the District Manager, Bureau of Land Management, 3550 Pan American Freeway, NE, Albuquerque, NM 87107.

FRED E. PADILLA,
Chief, Branch of Lands and Minerals Operations.

[FR Doc.75-9782 Filed 4-14-75;8:45 am]

[NM 25169]

NEW MEXICO

Application

APRIL 7, 1975.

Notice is hereby given that, pursuant to section 28 of the Mineral Leasing Act of 1920 (30 U.S.C. 185), as amended by the Act of November 16, 1973 (87 Stat. 576), Continental Oil Company has applied for one 4 inch natural gas pipeline right-of-way across the following lands:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T. 17 S., R. 30 E.,
Sec. 8, SW¼SW¼;
Sec. 17, N½NW¼, SE¼NW¼, NE¼SW¼, and NW¼SE¼.

This pipeline will convey natural gas across 0.816 mile of national resource lands in Eddy County, New Mexico.

The purpose of this notice is to inform the public that the Bureau will be proceeding with consideration of whether the application should be approved, and if so, under what terms and conditions.

Interested persons desiring to express their views should promptly send their name and address to the District Manager, Bureau of Land Management, P.O. Box 1397, Roswell, NM 88201.

FRED E. PADILLA,
Chief, Branch of Lands and Minerals Operations.

[FR Doc.75-9781 Filed 4-14-75;8:45 am]

DEPARTMENT OF AGRICULTURE

Commodity Credit Corporation

[Amdt. 8]

SALES OF CERTAIN COMMODITIES

Monthly Sales List (Fiscal Year Ending June 30, 1975)

The CCC Monthly Sales List for the fiscal year ending June 30, 1975, published in 39 FR 24684 is amended as follows:

1. The last sentence of section 1(b) entitled "General" published in 39 FR 24684 as amended in 39 FR 43413 and 40 FR 6214 is revised to read as follows: "Interest at 9 percent will be charged for delinquent payments on consignment and track grain sales from the date of sale to the date payment is received".

Effective Date: 2:30 p.m., March 31, 1975.

Signed at Washington, D.C. on April 8, 1975.

GLENN A. WEIR,
Acting Executive Vice President, Commodity Credit Corporation.

[FR Doc.75-9729 Filed 4-14-75;8:45 am]

Farmers Home Administration

[Notice of Designation Number A074, Amdt. 1]

ARKANSAS

Designation of Emergency Area

The Secretary of Agriculture has found that a general need for agricultural credit exists in Monroe County, Arkansas, as a result of a natural disaster consisting of excessive rainfall October 1, 1974, through January 31, 1975, and a tornado February 22, 1975.

Therefore, the Secretary has designated this area as eligible for Emergency loans, pursuant to the provisions of the Consolidated Farm and Rural Development Act, as amended by Pub. L. 93-237, and the provisions of 7 CFR 1832.3(b) including the recommendation of Governor David Pryor that such designation be made.

Applications for Emergency loans must be received by this Department no later than May 27, 1975, for physical losses and December 29, 1975, for production losses, except that qualified borrowers who receive initial loans pursuant to this designation may be eligible for subsequent loans. The urgency of the need for loans in the designated area makes it impracticable and contrary to the public interest to give advance notice of proposed rule making and invite public participation.

Done at Washington, D.C., this 9th day of April 1975.

FRANK B. ELLIOTT,
Administrator, Farmers Home Administration.

[FR Doc.75-9796 Filed 4-14-75;8:45 am]

[Notice of Designation Numbers A093, Amdt. 2, and A127, Amdt. 2]

MISSISSIPPI

Designation of Emergency Areas

The Secretary of Agriculture has found that an additional general need for agricultural credit exists in the following counties in Mississippi as a result of natural disasters consisting of:

Alcorn—Frost October 3, 1974.
Lafayette—Frost October 3, 16, 21, and 22, 1974. Excessive rainfall November 15 through December 31, 1974.
Quitman—Excessive rainfall October 1 through December 31, 1974.

Therefore, the Secretary has designated these areas as eligible for Emergency loans, pursuant to the provisions of the Consolidated Farm and Rural Development Act, as amended by Pub. L. 93-237, and the provisions of 7 CFR 1832.3(b) including the recommendation of Governor William L. Waller that such designation be made.

Applications for Emergency loans must be received by this Department no later than May 27, 1975, for physical losses and December 29, 1975, for production losses, except that qualified borrowers who receive initial loans pursuant to this designation may be eligible for subsequent loans. The urgency of the need for loans in the designated areas makes it impracticable and contrary to the public interest to give advance notice of proposed rule making and invite public participation.

Done at Washington, D.C. this 9th day of April 1975.

FRANK B. ELLIOTT,
Administrator, Farmers Home Administration.

[FR Doc.75-9797 Filed 4-14-75;8:45 am]

[Notice of Designation Number A188]

NEW MEXICO

Designation of Emergency Area

The Secretary of Agriculture has found that a general need for agricultural credit exists in Rio Arriba County, New Mexico, as a result of a natural disaster consisting of drought from January 1 through November 30, 1974, and a late freeze May 19 and 20, 1974.

Therefore, the Secretary has designated this area as eligible for Emergency loans, pursuant to the provisions of the Consolidated Farm and Rural Development Act, as amended by Pub. L. 93-237, and the provisions of 7 CFR 1832.3(b) including the recommendation of Governor Jerry Apodaca that such designation be made.

Applications for Emergency loans must be received by this Department no later than May 27, 1975, for physical losses and December 29, 1975, for production losses, except that qualified borrowers who receive initial loans pursuant to this designation may be eligible for subsequent loans. The urgency of the need for loans in the designated area makes it impracticable and contrary to the public interest to give advance notice of proposed rule making and invite public participation.

Done at Washington, D.C., this 9th day of April 1975.

FRANK B. ELLIOTT,
Administrator, Farmers Home Administration.

[FR Doc.75-9798 Filed 4-14-75;8:45 am]

[Notice of Designation Number A189]

TEXAS

Designation of Emergency Area

The Secretary of Agriculture has found that a general need for agricultural credit exists in Wheeler County, Texas, as a result of a natural disaster consisting of drought May 1 through August 30, excessive rainfall September 15 through October 30, and a hailstorm June 12, 1974.

Therefore, the Secretary has designated this area as eligible for Emergency loans, pursuant to the provisions of the Consolidated Farm and Rural Development Act, as amended by Pub. L. 93-237, and the provisions of 7 CFR 1832.3(b) including the recommendation of Governor Dolph Briscoe that such designation be made.

Applications for Emergency loans must be received by this Department no later than May 27, 1975, for physical losses and December 29, 1975, for production losses, except that qualified borrowers who receive initial loans pursuant to this designation may be eligible for subsequent loans. The urgency of the need for loans in the designated area makes it impracticable and contrary to the public interest to give advance notice of proposed rule making and invite public participation.

Done at Washington, D.C., this 9th day of April 1975.

FRANK B. ELLIOTT,
Administrator,
Farmers Home Administration.

[FR Doc.75-9799 Filed 4-14-75;8:45 am]

[Notice of Designation Number A101, Amdt. 3]

WISCONSIN

Designation of Emergency Areas

The Secretary of Agriculture has found that a general need for agricultural credit exists in the following counties in Wisconsin as a result of a natural disaster consisting of:

Lincoln—Drought June 1 to August 15, 1974.
Trempealeau—Killing frost September 1, 2, 3, and 4, 1974.
Wood—Drought June 10 to July 24, 1974.

Therefore, the Secretary has designated these areas as eligible for Emergency loans, pursuant to the provisions of the Consolidated Farm and Rural Development Act, as amended by Pub. L. 93-237, and the provisions of 7 CFR 1832.3(b) including the recommendation of Governor Patrick J. Lucey that such designation be made.

Applications for Emergency loans must be received by this Department no later than May 27, 1975, for physical losses and December 29, 1975, for production losses, except that qualified borrowers who receive initial loans pursuant to this designation may be eligible for subsequent loans. The urgency of the need for loans in the designated areas makes it impracticable and contrary to the public interest to give advance notice of proposed rule making and invite public participation.

Done at Washington, D.C., this 9th day of April 1975.

FRANK B. ELLIOTT,
Administrator,
Farmers Home Administration.

[FR Doc.75-9800 Filed 4-14-75;8:45 am]

Forest Service

MT. HOOD, ROGUE RIVER AND WILLAMETTE NATIONAL FORESTS, OREG.

Vegetation Management; Availability of Draft Addendum

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969, the Forest Service, Department of Agriculture, has prepared a draft addendum to the final environmental statement for vegetation management using selective herbicides on the Mt. Hood, Rogue River, and Willamette National Forests, Oregon, for the period July 1, 1975 through June 30, 1976 (USDA-FS-R6-DES(Adm) 75-15).

The draft addendum concerns a proposed use of herbicides 2,4-D, 2,4-DP, 2,4,5-T, silvex, amitrole, picloram and dicamba to reduce the competition from native vegetation where it hampers forest management activities in Oregon. The proposed uses of the herbicides are for reforestation site preparation, release and thinning of conifers, range improvement work, recreation sites, administrative sites, right-of-way maintenance and by permittees, licensees and grantees for highway, powerline and railroad right-of-way maintenance.

This draft addendum was transmitted to CEQ on April 7, 1975.

Copies are available for inspection during regular working hours at the following locations:

USDA, Forest Service
South Agricultural Bldg., Room 3231
12th & Independence Ave., S.W.
Washington, D.C. 20250

USDA, Forest Service
Pacific Northwest Region
319 S.W. Pine Street
Portland, Oregon 97208

Mt. Hood National Forest
2440 S.E. 195th
Portland, Oregon 97233

Rogue River National Forest
Federal Building
P.O. Box 520
Medford, Oregon 97501

Willamette National Forest
Federal Building
P.O. Box 10607
Eugene, Oregon 97401

A limited number of single copies are available upon request to Regional Forester T. A. Schlapfer, Pacific Northwest Region, P.O. Box 3623, Portland, Oregon 97208.

Copies of the draft addendum have been sent to various Federal, state, and local agencies as outlined in the CEQ guidelines.

Written comments are invited from the public, and from state and local agencies which are authorized to develop and enforce environmental standards, and from Federal agencies having jurisdiction by law or special expertise with respect to any environmental impact involved for which comments have not been requested specifically.

Written comments concerning the proposed action and requests for additional information should be addressed to Mr. T. A. Schlapfer, Pacific Northwest Region, P.O. Box 3623, Portland, Oregon 97208. Comments must be received by June 7, 1975, in order to be considered in the preparation of the final addendum.

CURTIS L. SWANSON,
Regional Environmental Coordinator, Planning, Programming and Budgeting.

APRIL 7, 1975.

[FR Doc.75-9709 Filed 4-14-75;8:45 am]

Soil Conservation Service

SOUTH FORK WATERSHED PROJECT, ARKANSAS

Availability of Draft Environmental Impact Statement

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969; Part 1500 of the Council on Environmental Quality Guidelines (38 FR 20550, August 1, 1973); and Part 650 of the Soil Conservation Service Guidelines (39 FR 19650, June 3, 1974); the Soil Conservation Service, United States Department of Agriculture, has prepared a draft environmental impact statement for the South Fork Watershed Project, Montgomery County, Arkansas, USDA-SCS-EIS-WS-(ADM)-75-2-(D)-AR.

The environmental impact statement concerns a plan for watershed protection, flood prevention, and municipal and industrial water supply. The planned works of improvement provide for conservation land treatment, supplemented by two single-purpose floodwater retarding structures and one multiple-purpose structure (flood prevention and municipal and industrial water supply).

A limited supply of copies is available at the following location to fill single copy requests:

Soil Conservation Service, USDA, Post Office Box 2323, Little Rock, Arkansas 72203.

Copies of the draft environmental impact statement have been sent for comment to various federal, state, and local agencies as outlined in the Council on Environmental Quality Guidelines. Comments are also invited from others having knowledge of or special expertise on environmental impacts.

Comments concerning the proposed action or requests for additional information should be addressed to M. J. Spears, State Conservationist, Soil Conservation Service, Post Office Box 2323, Little Rock, Arkansas 72203.

Comments must be received on or before June 2, 1975, in order to be considered in the preparation of the final environmental impact statement.

(Catalog of Federal Domestic Assistance Program Number 10.904, National Archives Reference Services.)

Dated April 4, 1975.

WILLIAM B. DAVEY,
Deputy Administrator for Water Resources, Soil Conservation Service.

[FR Doc.75-9773 Filed 4-14-75;8:45 am]

DEPARTMENT OF COMMERCE

Domestic and International Business Administration

DESERT RESEARCH INSTITUTE ET AL.

Applications for Duty-Free Entry of Scientific Articles

The following are notices of the receipt of applications for duty-free entry of scientific articles pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Pub. L. 89-651; 80 Stat. 897). Interested persons may present their views with respect to the question of whether an instrument or apparatus of equivalent scientific value for the purposes for which the article is intended to be used is being manufactured in the United States. Such comments must be filed in triplicate with the Director, Special Import Programs Division, Office of Import

Programs, Washington, D.C. 20230, on or before May 5, 1975.

Amended regulations issued under cited Act, as published in the February 24, 1972 issue of the FEDERAL REGISTER, prescribe the requirements applicable to comments.

A copy of each application is on file, and may be examined during ordinary Commerce Department business hours at the Special Import Programs Division, Department of Commerce, Washington, D.C. 20230.

Docket Number: 75-00434-50-41700. Applicant: Desert Research Institute, University of Nevada System, SAGE Bldg., Stead Campus, Reno, Nevada 89507. Article: System 100 Dye Laser. Manufacturer: Electro-Photonics, Ltd., United Kingdom. Intended use of article: The article is intended to be used for the study of properties of the atmosphere, clouds and air pollution by providing a means of obtaining the optical backscatter from the atmosphere and thereby measuring the composition of the atmosphere including gases, particulates and cloud structure. It will supply intense illumination which can be tuned to specific wavelengths with the aid of the grating. The article will also be used to train graduate students in the technology of optical radar and remote sensing techniques including resonance, Raman and other wavelength dependent effects. Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00435-25-65500. Applicant: U.S. National Bureau of Standards, Chemistry Department, Room B-353, Building 222, Washington, D.C. 202234. Article: Potentiometer, Manufacturer: Automatic Systems Laboratories, United Kingdom. Intended use of article: The article is intended to be used to automatically make accurate measurements of the value and changes in value of the resistance of a resistance thermometer, the variable resistor, with the highest possible sensitivity and stability when the resistance of the variable resistor is changing rapidly with time. Application received by Commissioner of Customs: March 24, 1975.

Docket Number: 75-00436-33-46500. Applicant: The University of Texas Health Science Center at San Antonio, 7703 Floyd Curl Drive, San Antonio, Texas 78284. Article: Ultramicrotome, Model Om U3. Manufacturer: C. Reichert Optische Wereke AG, Austria. Intended use of article: The article is intended to be used in experiments dealing with:

(1) Changes in the motor end-plate region of frog skeletal muscle associated with desensitization of the muscle membrane.

(2) Studies of cultivated vascular smooth muscle cells for onset of synthetic activity of mucopolysaccharides, elastin and collagen.

(3) Comparison of any noted changes in the lining of respiratory epithelium in baboons habituated to inhalation of tobacco smoke to the functional studies also performed on these animals. The article will also be used in the teaching of resident and graduate students in pathology and physiology and for the training of postdoctoral fellows in specialized techniques related to studies in ultrastructure as well as for teaching the required skills for the electron microscope course offered to Histology students, and others taking the course. Application received by Commissioner of Customs: March 24, 1975.

Docket Number: 75-00437-33-46070. Applicant: LCCP, Gerontology Research Center, NICHD, Baltimore City Hospitals, Baltimore, Maryland 21224. Article: Scanning Electron Microscope, Model HFS-2. Manufacturer: Hitachi Perkin-Elmer, Japan. Intended use of article: The article is intended to be used to study the receptor molecules on individual lymphoid cells. For pilot studies, viruses, keyhole limpet hemocyanin and ferritin (size range 30-250A) will be employed to label receptor sites in an attempt to ascertain changes in membrane topology of human T and B lymphocytes with age. Application received by Commissioner of Customs: March 24, 1975.

Docket Number: 75-00438-18-80050. Applicant: National Radio Astronomy Observatory, Associated Universities, Inc., 2015 Ivy Road, Charlottesville, Virginia 22901. Article: 3313 TE_{11} Mode Circular Waveguides and 3410 Coupling Sleeves. Manufacturer: Sumitomo Electric, Ltd., Japan. Intended use of article: The article is intended to be used as part of the Very Large Array radio telescope to transmit radio wavelength radiation received from extraterrestrial objects to recording apparatus. The study of this radiation enables astronomers to study the sources of energy, origin, and evolution of the universe. Application received by Commissioner of Customs: March 24, 1975.

Docket Number: 75-00439-33-46500. Applicant: Atlanta University, 223 Chestnut Street, S.W., Atlanta, GA 30314. Article: Ultramicrotome, Model LKB 8800A. Manufacturer: LKB Produkter AB, Sweden. Intended use of article: The article is intended to be used for ultrastructural studies on normal and pathologic plant and animal tissues, developmental studies on fungal systems, cyto- and histo-logical studies on enzyme and subcellular organelle localization in cells and tissues, membrane interactions at host-parasite interfaces, and subcellular changes in cells induced by changes in their biochemical and physical environments. The article will also be used in the courses, Ultrastructure and Cytochemistry to train students in the use and application of electron microscopy and to use the electron microscope in solving individual research problems. Application received by Commissioner of Customs: March 24, 1975.

Docket Number: 75-00440-33-46500. Applicant: University of Massachusetts Medical School, 55 Lake Street, Worcester, MA 01605. ARTICLE: Ultramicrotome, Model LKB 8800A. MANUFACTURER: LKB Produkter AB, Sweden. INTENDED USE OF ARTICLE: The article is intended to be used for experiments conducted on monolayer tissue culture systems which will include a morphological and structural survey of differences in tumors related to invasiveness and malignancy. Experiments related to changes in membrane properties and their morphological changes will be conducted. Application received by Commissioner of Customs: March 24, 1975.

(Catalog of Federal Domestic Assistance Program No. 11.105, Importation of Duty-Free Educational and Scientific Materials.)

A. H. STUART,
Director,
Special Import Programs Division.

[FR Doc.75-9751 Filed 4-14-75;8:45 am]

DUKE UNIVERSITY MEDICAL CENTER

Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Pub. L. 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 FR 3892 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Office of Import Programs, Department of Commerce, Washington, D.C. 20230.

Docket Number: 75-00267-33-43780. Applicant: Duke University Medical Center, Box 3715, Durham, N.C. 27710. Article: Echocardiovisor 0-1 Two dimensional Real Time Echochardiography System. Manufacturer: Organon Teknik, BV, The Netherlands. Intended use of article: The article is intended to be used for research aimed at producing a method for diagnosis of congenital heart disease in children which is as good as cardiac catheterization yet is noninvasive and therefore much safer than is catheterization. Patients will undergo echocardiographic examination prior to anticipated cardiac catheterization and these results then will be compared with those results obtained at catheterization. Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, is being manufactured in the United States. Reasons: The Department of Health, Education, and Welfare (HEW) advises in its memorandum dated March 25, 1975 that the two-dimensional real time imaging of the foreign article is pertinent to the applicant's use in clinical test and evaluation of the article as a method for diagnosis of congenital heart disease in children in which test results are to be compared with indications obtained at catheterization. HEW also advises that it knows of no domestic instrument of equivalent scientific value to the foreign article for such purposes as the article is intended to be used.

The Department of Commerce knows of no other instrument or apparatus of

equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, which is being manufactured in the United States.

(Catalog of Federal Domestic Assistance Program No. 11.105, Importation of Duty-Free Educational and Scientific Materials.)

A. H. STUART,
Director, Special Import Programs Division.

[FR Doc.75-9747 Filed 4-14-75;8:45 am]

ERDA HEALTH & SAFETY LABORATORY ET AL.

Applications for Duty-Free Entry of Scientific Articles

The following are notices of the receipt of applications for duty-free entry of scientific articles pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Pub. L. 89-651; 80 Stat. 897). Interested persons may present their views with respect to the question of whether an instrument or apparatus of equivalent scientific value for the purposes for which the article is intended to be used is being manufactured in the United States. Such comments must be filed in triplicate with the Director, Special Import Programs Division, Office of Import Programs, Washington, D.C. 20230, on or before May 5, 1975.

Amended regulations issued under cited Act, as published in the February 24, 1972 issue of the FEDERAL REGISTER, prescribe the requirements applicable to comments.

A copy of each application is on file, and may be examined during ordinary Commerce Department business hours at the Special Import Programs Division, Department of Commerce, Washington, D.C. 20230.

Docket Number: 75-00420-84-46040. Applicant: Health and Safety Laboratory, U.S. Energy Research & Development Administration, Health Protection Engineering Division, 376 Hudson Street, New York, N.Y. 10014. Article: Electron Microscope, Model JEM 100C/SEG. Manufacturer: JEOL Ltd., Japan. Intended use of article: The article is intended to be used for the investigation of laboratory produced and environmental aerosols, and track etch films to improve capabilities to assess and control exposures of the general population to hazardous substances. The investigations are designed to: (a) develop fundamental information about airborne particles and measurement techniques for environmental study, (b) examine the behavior and hazard of contaminants, (c) develop and/or evaluate systems to provide basic information about stratospheric aerosols. Application received by Commissioner of Customs: March 13, 1975.

Docket Number: 75-00421-33-57000. Applicant: University of Oregon Medical School, 3181 S. W. Sam Jackson Road, Portland, Oregon 97201. Article: Anaerobic Cell Assembly. Manufacturer: Dr. Kiyohiro Imai, Osaka Univ., Japan. Intended use of article: The article is intended to be used for studies of oxygen equilibrium properties of normal and abnormal human hemoglobin and selected animal hemoglobins under various conditions of temperature, pH, ionic strength and allosteric effector concentrations. Application received by Commissioner of Customs: March 13, 1975.

Docket Number: 75-00422-33-30950. Applicant: Univ. of Southern California School of Medicine, Dept. of Anatomy, 2025 Zonal Avenue, Los Angeles, California 90033. Article: #18-2024 R2 BAF 301 High Vacuum Freeze Etch Unit. Manufacturer: Balzers AG, W. Germany. Intended use of article: The article is intended to be used for electron microscopic examination of biological materials in studies of the surfaces of cells and their contained organelles after rapid preservation by freezing and subsequent fracture. The article will also be used in analysis of regenerating muscle and the study of attachment mechanisms between adjacent heart muscle cells. The investigations help in achieving a broader understanding of the structural mechanism by which cells adhere to each other and provide themselves with the necessary support to meet the stresses of their environment. Application received by Commissioner of Customs: March 13, 1975.

Docket Number: 75-00423-00-00500. Applicant: University of Rochester, Nuclear Structure Research Laboratory, River Campus Station, Rochester, New York 14627. Article: Seven (7) Accelerator Tubes. Manufacturer: Dowlish Development Ltd., United Kingdom. Intended use of article: The articles are newly designed essential components to an existing Van de Graaff accelerator which is being used in a variety of nuclear studies. Application received by Commissioner of Customs: March 13, 1975.

Docket Number: 75-00424-80-90500. Applicant: University of California, Los Alamos Scientific Laboratory, P.O. Box 990, Los Alamos, New Mexico 87544. Article: Automatic Bar Machine. Manufacturer: Andre Bechler Ltd., Switzerland. Intended use of article: The article is intended to be used in the fabrication of meteorized detonator components needed and requested for the Laboratory weapons program. Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00425-33-46040. Applicant: Yale University, Dept. of Biology, Kline Biology Tower, 219 Prospect St., New Haven, Conn. 06520. Article: Electron Microscope, Model EM 201C. Manufacturer: Philips Electronic Instruments NVD, The Netherlands. Intended use of article: The article is intended to be used for bio-medical research which will include studies of animals cells, subcellular components, and aggregates of cellular molecules. The processes which will be investigated include: (1) the mechanism of cell division in animal cells; (2) the role of filamentous structures in the development, maintenance and function of nerve cells; (3) ultrastructural aspects of nerve tumor cell development in tissue culture; and (4) the assembly of filamentous structures responsible for movements of subcellular particles. The experiments to be conducted are devised to give insight into each of the topics mentioned above with the objective of obtaining a full understanding of mechanism by which normal and tumor cells divide, the mechanism by which nerve cells develop and maintain their long axons and dendrites, and the mechanism by which filamentous structures operate to move the chromosomes apart during cell division. Other experiments are designed to determine how these same filamentous structures operate to cause sperm motility. The article will also be used for advanced training in research for graduate students, post-doctoral fellows, and research associates. Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00426-33-90000. Applicant: The Johns Hopkins Hospital, 601 North Broadway, Baltimore, Maryland 21205. Article: EMI Scanner System with Magnetic Tape System and High Definition Display Units. Manufacturer: EMI Limited, United Kingdom. Intended use of article: The article is intended to be used to provide the following information on brain tissue abnormalities:

(1) Accurate indication of the nature of a lesion,

(2) Location of the lesion within the head

(3) Detection of minute variations in soft tissue density.

The article will also be used in the teaching of post-doctoral fellows, in Neurology, Neurosurgery, Radiology and medical students. In addition, the article will be invaluable in stimulating clinical research programs relating to stroke, epilepsy, head injuries and brain tumors. Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00427-33-46040. Applicant: Veterans Administration Hospital, 4150 Clement Street, San Francisco, Calif. 94121. Article: Electron Microscope, Model EM 201S and accessories. Manufacturer: Philips Electronic Instruments NVD, The Netherlands. Intended use of article: The article is intended to be used for studies of biological specimens for identification of viruses, quantitation and high resolution study of cell-to-cell junctions, and examination of fine microfilaments in the cytoplasm of cells. These studies will contribute to the understanding of the abnormal growth properties and structure of malignant cells. In addition, the article will be used in the course, Cellular Pathology to instruct residents and students in the applications of electron microscopy and basic electron microscopy techniques. Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00428-00-46040. Applicant: University of Chicago Operator of Argonne National Laboratory,

9700 South Cass Avenue, Argonne, Illinois 60439. Article: Accessories for JEM 100C Electron Microscope consisting of Single Tilt (+45°), Heating Holder, Power Control Box for SMM, BF-DF Capability for ASID/ASD, Y Modulation Device, and Cabinet and Power Supply for Accessories. Manufacturer: JEOL, Ltd., Japan. Intended use of article: The articles are accessories to an electron microscope, being purchased from the same manufacturer, which are necessary for the accomplishment of planned basic and applied studies related to the use of materials in energy conversion systems. Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00429-75-46040. Applicant: University of Chicago Operator of Argonne National Laboratory, 9700 South Cass Avenue, Argonne, Illinois 60439. Article: Electron Microscope, Model JEM 100C/SEG with Scanning Attachment. Manufacturer: JEOL, Ltd., Japan. Intended use of article: The article is intended to be used for scientific research encompassing a wide range of basic and applied studies related to the use of materials in energy conversion systems. An important research objective planned for the article is the establishment in situ of heavy-ion bombardment facilities which will allow an external beam of energetic ions to impinge on a specimen while under electron optical observation in both the transmission and scanning imaging modes. Specific applications include the following:

1. Simulation of 14 Mev Neutron Induced Displacement Cascades by Means of Self-Ion Bombardment.
2. Radiation-Induced Segregation Effects,
3. Radiation Blistering,
4. Effects of Irradiation on the Microstructure of Two-Phase Alloys,
5. Irradiation Induced Creep, and
6. Radiation Damage in Non-Metals.

Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00430-33-90000. Applicant: Grossmount District Hospital, P.O. Box 158, La Mesa, California 92041. Article: EMI Scanner System. Manufacturer: EMI Limited, United Kingdom. Intended use of article: The article is intended to be used for analysis of the human brain, skull, orbits, and phantom studies and tissue equivalent material, taking advantage of the computerized tomographic analysis which will allow resolution of extremely small differences in absorption of different soft tissue and soft tissue equivalent material. These investigations will enable physicians to detect earlier the location of strokes, tumors, arteriovenous malformations, and hemorrhages in a noninvasive fashion which has no morbidity or mortality. The article will also be used in technician training for radiology technologists and the analyses obtained will be used in various neuroradiologic conferences. Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00431-33-46040. Applicant: University of Nebraska-Lincoln, Dept. of Veterinary Science, College of Agriculture, Lincoln, Nebraska 68503. Article: Electron Microscope, Model EM 201C and accessories. Manufacturer: Philips Electronic Instruments NVD, The Netherlands. Intended use of Article: The article is intended to be used for the following research:

(1) Detection and identification of viral agents in negatively stained preparations obtained from feces and respiratory exudates of calves and pigs experimentally and naturally infected with viruses.

(2) Detection and assay of viruses in negatively stained preparations obtained from cell cultures of feces by density gradient ultracentrifugation.

(3) Ultrastructural study of bovine and porcine intestine and lung from gnotobiotic calves and pigs experimentally infected with various viral and bacterial pathogens and correlation with findings obtained by light microscopy.

(4) Ultrastructural study of thin sections of porcine intestine infected with the larvae of *Ascaris suum*, the swine roundworm.

(5) Ultrastructural study of viral and cellular interactions in infected cell cultures.

The article will also be used in the courses Special Problems in Veterinary Science and Master's and Ph.D. Thesis, to teach electron microscopy to graduate students so that they may use electron microscopy as a "tool" in their research work, and interpretation of electron images and electron photomicrographs as scientific data in research. Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00432-60-10000. Applicant: Cornell University, N.Y. State Agricultural Experiment Station, Food Science and Technology, Food Research Laboratory, Geneva, N.Y. 14456. Article: Kjel-Foss Macro Automatic Kjeldahl Apparatus. Manufacturer: A/S N. Foss Electric, Denmark. Intended use of article: The article is intended to be used for routine protein analysis of animal feeds. Application received by Commissioner of Customs: March 19, 1975.

Docket Number: 75-00433-33-46500. Applicant: The University of Akron, 302 E. Buchtel Avenue, Akron, Ohio 44325. Article: Ultramicrotome, Model Om U3. Manufacturer: C. Reichert Optische Werke, Austria. Intended use of article: The article is intended to be used for the following research:

(1) A study of the mitotic systems in the algal class Xanthophyceae.

(2) A cytohistological study of the Zonation of the apical meristem of *Podophyllum peltatum*.

(3) A study of the effects of low levels of mercuric compounds on the immunological systems of mammals.

(4) A study of the mitotic systems of selected human protozoan parasites.

In addition, the article is intended to be used for educational purposes in the course Principles of Electron Microscopy which is designed for upper undergraduates and graduates who have not had a previous background in the principles of microsectioning. Application received by Commissioner of Customs: March 19, 1975.

(Catalog of Federal Domestic Assistance Program No. 11.105, Importation of Duty-Free Educational and Scientific Materials)

A. H. STUART,
Director,
Special Import Programs Division.

[FR Doc.75-9752 Filed 4-14-75;8:45 am]

ST. JUDE CHILDREN'S RESEARCH HOSPITAL

Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 FR 3892 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Office of Import Programs, Department of Commerce, Washington, D.C. 20230.

Docket Number: 75-00275-33-46040. Applicant: St. Jude Children's Research Hospital, 332 N. Lauderdale, P.O. Box 318, Memphis, Tenn. 38101. Article: Electron Microscope, Model EM 301. Manufacturer: Philips Electronic Instruments NVD, The Netherlands. Intended use of Article: The article is intended to be used in the following research programs.

(1) Studies to delineate key ultrastructural changes in *Pneumocystis carinii* during its growth from trophozoite to mature cyst.

(2) Elucidation of plasma membrane structure at the molecular level.

(3) Continuing ultrastructural studies on viruses and their interaction with host cells.

(4) Identification and characterization of cell responsive to erythropoietin, the hormone that regulates production of red blood cells.

(5) Identification and characterization of the early events in antibody formation.

The article will also be used to train postdoctoral scholars in the methods of electron microscopy. Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, was being manufactured in the United States at the time Customs received this application (December 16, 1974). Reasons: The foreign article has a specified resolving capability of 3 Angstroms (Å). The most closely comparable domestic instrument available at the time customs received this application was the Model EMU-4C supplied by the Adam David Company. The Model EMU-4C had a specified resolving capability of 5Å. We are advised by the Department of Health, Education, and

Welfare (HEW) in its memorandum dated March 25, 1975 that the best resolution available is pertinent to the purposes for which the foreign article is intended to be used. HEW further advises that domestic instruments did not provide resolution equivalent to that of the foreign article when the application was filed with Customs. We, therefore, find that the EMU-4C was not of equivalent scientific value to the foreign article for such purposes as this article is intended to be used at the time the application was filed with Customs.

The Department of Commerce knows of no other instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, which was being manufactured in the United States at the time Customs received this application.

(Catalog of Federal Domestic Assistance Program No. 11.105, Importation of Duty-Free Educational and Scientific Materials)

A. H. STUART,
Director,
Special Import Programs Division.

[FR Doc.75-9748 Filed 4-14-75;8:45 am]

UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Public Law 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 FR 3892 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Office of Import Programs, Department of Commerce, Washington, D.C. 20230.

Docket Number: 75-00293-33-43780. Applicant: The University of Texas System Cancer Center, 6723 Bertner Drive, Houston, Texas 77025. Article: Cervitron-II, Intrauterine Applicator, Vaginal Applicator and ^{137}Cesium Sources. Manufacturer: Nuclear Engineering and Equipment, S.A., Switzerland. Intended use of article: The article will be used to investigate the physical and biological properties of the high energy radiations produced in research to develop the articles for use in radiation therapy for cancer patients. The article will also be used to teach medical physicists, dosimetrists, and residents in radiotherapy. Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, is being manufactured in the United States. Reasons: The Department of Health, Education, and Welfare (HEW) advises in its memorandum dated March 25, 1975 that the high energy of ^{137}Cesium and other sources and the safety of remote afterloading technique are pertinent to the applicant's studies of the properties of absorbing materials, dose absorption by tissue equivalent materials and response of dosimeters. HEW also advises that it knows of no domestic instrument of equivalent scientific value to the foreign article for such purposes as the article is intended to be used. The Department of Commerce knows of no other insrtument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, which is being manufactured in the United States.

(Catalog of Federal Domestic Assistance Program No. 11.105, Importation of Duty-Free Educational and Scientific Materials)

A. H. STUART,
Director,
Special Import Programs Division.

[FR Doc.75-9749 Filed 4-14-75;8:45 am]

V. A. PROSTHETICS CENTER

Decision on Application for Duty-Free Entry of Scientific Article

The following is a decision on an application for duty-free entry of a scientific article pursuant to section 6(c) of the Educational, Scientific, and Cultural Materials Importation Act of 1966 (Pub. L. 89-651, 80 Stat. 897) and the regulations issued thereunder as amended (37 FR 3892 et seq.).

A copy of the record pertaining to this decision is available for public review during ordinary business hours of the Department of Commerce, at the Office of Import Programs, Department of Commerce, Washington, D.C. 20230.

Docket Number: 75-00260-33-43780. Applicant: Veterans Administration Prosthetics Center, 252 Seventh Avenue, New York, N.Y. 10001. Article: Controlled Environment Unit. Manufacturer: Department of Health and Social Security, United Kingdom. Intended use of article: The article is intended to be used to investigate the effects in immediate post surgical amputation sites in a transparent, controlled environment. Comments: No comments have been received with respect to this application. Decision: Application approved. No instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, is being manufactured in the United States. Reasons: The Department of Health, Education, and Welfare (HEW) advises in its memorandum dated March 25, 1975 that the phased application of pressure, temperature, and humidity are pertinent to the applicant's use in test and evaluation of the article for promotion of wound healing by application of controlled environmental conditions at the wound site. HEW also advises that it knows of no domestic instrument of equivalent scientific value to the article for such purposes as the article is intended to be used.

The Department of Commerce knows of no other instrument or apparatus of equivalent scientific value to the foreign article, for such purposes as this article is intended to be used, which is being manufactured in the United States.

(Catalog of Federal Domestic Assistance Program No. 11.105, Importation of Duty-Free Educational and Scientific Materials)

A. H. STUART,
Director,
Special Import Programs Division.

[FR Doc.75-9750 Filed 4-14-75;8:45 am]

National Oceanic and Atmospheric Administration

OFFICE OF COASTAL ZONE MANAGEMENT

Public Hearing on Draft Environmental Impact Statement

Notice is hereby given that the Office of Coastal Zone Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce, will hold a public hearing for the purpose of receiving comments on the draft environmental impact statement pertaining to the establishment of an estuarine sanctuary in the Old Woman Creek, Erie County, Ohio, which has been submitted to the Secretary of Commerce for approval under the Coastal Zone Management Act of 1972, as amended. The hearing will be in the auditorium of the Firelands Campus of Bowling Green State University in Huron, Ohio, at 7:30 pm, on May 15, 1975. The views of members of the public and interested organizations are invited. Both written and oral statements will be accepted. Presentations will be scheduled on a first-come, first-served basis; but priority will be given to those who have prepared statements. Time will be allotted at the end of the meeting for those without statements who wish to be heard. In order that the maximum opportunity be afforded all those who wish to be heard, presentations may be limited to a maximum of ten minutes or as otherwise appropriate. No audio-visual equipment will be available. Office of Coastal Zone Management staff may wish to question speakers.

Persons or organizations wishing to be heard on this matter should contact the Office of Coastal Zone Management as soon as possible in order that an appearance schedule may be drawn up and definite times established for presentations. The address is: Office of Coastal Zone Management, National Oceanic and Atmospheric Administration, Washington, D.C., 20235, 202/634-4241.

Written comments may also be submitted by mail to the Office of Coastal Zone Management. Such written comments must be received before May 26, 1975, in order to be considered for inclusion in the final environmental impact statement.

Copies of the draft environmental impact statement may be obtained from the Office of Coastal Zone Management,

and copies of the statement as well as of the Ohio estuarine sanctuary proposal, with supporting documents, are also available for inspection by the public at the following locations:

City of Huron Library
333 Williams Street
Huron, Ohio 44839

Department of Natural Resources, Division of Planning
Fountain Square, Building E
Room 2-2
1952 Belcher Road
Columbus, Ohio 43203

Office of Coastal Zone Management
3300 Whitehaven Street NW.,
Page Building 1, Room 301
Washington, D.C. 20235

Comments should address the adequacy of the draft environmental impact statement as well as the desirability of the proposed program.

No verbatim transcript of the hearing will be maintained, but staff present will record the general thrust of remarks.

Following consideration of the comments received at this hearing, as well as written comments submitted to the Office of Coastal Zone Management, the Office of Coastal Zone Management will prepare the final environmental impact statement pursuant to the National Environmental Policy Act of 1969 and implementing guidelines.

R. L. CARNAHAN,
Acting Assistant Administrator, for Administration.

[FR Doc.75-9738 Filed 4-14-75;8:45 am]

Office of the Secretary

CTAB PANEL ON SULFUR OXIDE CONTROL TECHNOLOGY

Meetings

The Panel on Sulfur Oxide Control Technology was formed under the U.S. Department of Commerce Technical Advisory Board (CTAB) to provide the Secretary an assessment of how the utility industry in the Northeastern United States can best utilize sulfur-bearing Appalachian coal in meeting energy needs while complying with the Clean Air Act of 1970. This notice provides the schedule for the following meeting.

Date	Time	Purpose	Meeting place
May 14, 1975	8:30 a.m. to 5:00 p.m.	Consideration of final panel report.	Room 3708, main Commerce Bldg., Washington, D.C.
May 15, 1975	do	do	Room 3872, main Commerce Bldg., Washington, D.C.
May 16, 1975	do	do	Room 4830, main Commerce Bldg., Washington, D.C.

A limited number of seats will be available to the press and to the public. Written statements or inquiries may be filed with the Chairman before or after any of these meetings.

Persons desiring further information on the Panel or on individual meetings should contact Dr. Bruce B. Robinson, Room 3877, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW, Washington, D.C. 20230.

Dated: April 9, 1975.

BETSY ANCKER-JOHNSON,
Assistant Secretary for Science and Technology, Department of Commerce.

[FR Doc.75-9727 Filed 4-14-75;8:45 am]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

National Institutes of Health

CHEMICAL/BIOLOGICAL INFORMATION-HANDLING REVIEW COMMITTEE

Cancellation of Meeting

Notice is hereby given of the cancellation of the meeting of the Chemical/Biological Information-Handling Review Committee, Division of Research Resources, April 22, 1975, National Institutes of Health, Bldg. 31, Rm. 6A-21, 9000 Rockville Pike, Bethesda, Maryland, which was published in the FEDERAL REGISTER on March 6, 1975, (40 FR 10505).

Dated: April 10, 1975.

SUZANNE L. FREMEAU,
Committee Management Officer, NIH.

[FR Doc.75-9846 Filed 4-11-75; 12:13 pm]

Office of Education

NATIONAL ADVISORY COUNCIL ON VOCATIONAL EDUCATION

Meeting

Notice is hereby given in accordance with provisions in section 10(d), Federal Advisory Committee Act, PL-92-463, and Title V, U.S. Code, section 552(b) (2) and (6), that the meeting of the National Advisory Council on Vocational Education, to be held on April 30, 1975, will not be open to the public from 5 p.m. to 9 p.m., local time, at the International Inn, 10 Thomas Circle, NW, Washington, D.C. The purpose of the meeting is to discuss personnel matters and documents will be presented which, if open to the public would constitute a clearly unwarranted invasion of personal privacy. This notice is given in addition to notice of regular session previously published (40 FR 16355). The National Advisory Council on Vocational Education is established under Section 104 of the Vocational Education Amendments of 1968 (20 U.S.C. 1244). The Council is directed to advise the Commissioner of Education concerning the administration of, preparation of general regulations for, and operation of, vocational education programs, supported with assistance under the act; review the administration and operation of vocational education programs under the act; including the effectiveness of such programs in meeting the purposes for which they are established and operated, make recommendations with respect thereto, and make annual reports of its findings and recommendations to the Secretary of HEW for transmittal to the Congress; and conduct independent evaluation of programs carried out under the act and publish and distribute the results thereof.

A summary of activities of the meeting shall be kept and shall be available for public inspection at the office of the Council's Executive Director located at Suite 412, 425-13th Street, NW, Washington, D.C. 20004.

Signed at Washington, D.C. on April 10, 1975.

REGINALD PETTY,
Deputy Director.

[FR Doc.75-9813 Filed 4-14-75;8:45 am]

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. D-75-315]

ASSOCIATE GENERAL COUNSEL FOR EQUAL OPPORTUNITY, LITIGATION AND ADMINISTRATION

Delegation of Authority

Pursuant to Section B of the delegation of authority to the General Counsel at 36 FR 11052, 6/8/71 and 24 CFR 17.47(b), there is hereby delegated to the Associate General Council for Equal Opportunity, Litigation and Administration the power and authority to consider, ascertain, adjust, determine, compromise, allow, deny and otherwise dispose of claims which meet the following criteria:

1. The claim is filed pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671-80, or the Military Personnel and Civilian Employees' Claims Act of 1964, 31 U.S.C. 241-3;

2. Authority to consider, ascertain, adjust, determine, compromise, allow, deny and otherwise dispose of the claim has not been redelegated to Regional Council pursuant to the Redelegation of Authority at 37 FR 25251 (11/29/72) as amended by 38 FR 21811 (8/13/73) and further amended by Redelegation of Authority to Regional Counsel published concurrently with this Delegation.

3. In the case of a claim filed pursuant to the Federal Tort Claims Act, the amount thereof does not exceed $10,000.

This Delegation supersedes the Delegation of Authority to the Associate General Council for Equal Opportunity, Litigation and Administration effective December 26, 1973 at 39 FR 1470.

Effective date. This Delegation of Authority is effective on publication in the FEDERAL REGISTER, April 15, 1975.

ROBERT R. ELLIOTT,
General Counsel.

[FR Doc.75-9801 Filed 4-14-75;8:45 am]

[Docket No. D-75-316]

REGIONAL COUNSELS

Redelegation of Authority

Pursuant to Section B of the delegation of Authority to the General Counsel at 36 FR 11052, 6/8/71 and 24 CFR 17.7, there is hereby redelegated to each Regional Counsel the power and authority to consider, ascertain, adjust, determine, compromise, allow, deny, and otherwise

dispose of claims which result from incidents occurring within the HUD region for which the Regional Counsel has jurisdiction and which meet the following criteria:

1. Claims filed pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671–2680, provided that:

a. If filed by or on behalf of, a person other than a HUD employee, the claim is for property damage and/or personal injury and the amount claimed, in each case, does not exceed $2,500;

b. If filed by, or on behalf of, a HUD employee, the claim is for property damage only, the amount claimed, in each case, does not exceed $2,500 and the damage results from the wrongful or negligent act or omission of another HUD employee while acting within the scope of his employment.

2. Claims filed pursuant to the Military Personnel and Civilian Employees' Claims Act of 1964, 31 U.S.C. 241–3, provided that:

a. The amount claimed, in each case, does not exceed $500.

This redelegation supersedes the Redelegation of Authority to Regional Counsels at 37 FR 2521 (11/29/72).

Effective date. This Redelegation of Authority is effective on publication in the FEDERAL REGISTER, April 15, 1975.

ROBERT R. ELLIOTT,
General Counsel.

[FR Doc.75-9802 Filed 4-14-75;8:45 am]

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

[Docket No. EX75-13; Notice 2]

FWD CORP.

Petition for Temporary Exemption From Federal Motor Vehicle Safety Standard

The National Highway Traffic Safety Administration has decided to grant FWD Corporation an exemption until June 1, 1975, from Motor Vehicle Safety Standard No. 121, *Air Brake Systems* (49 CFR 571.121).

Notice of the petition was published on March 10, 1975 (40 FR 11018) and an opportunity afforded for comment.

FWD stated that it had met with continuing setbacks in its attempts to fulfill the requirements of Standard No. 121. Difficulties had been encountered with suppliers of brake blocks, vendors of antiskid devices, and scheduling time for testing on dynamometers. Petitioner was therefore unable to comply with the standard as of March 1, 1975, and requested a 1-year exemption in order to solve its supplier and test-scheduling problems. It based its hardship plea "on the loss of revenue if the petition is denied." The company had net sales of $23,000,000 in the fiscal year ending September 30, 1974, which would be reduced to $14,775,000 during the current fiscal year assuming a denial. The company had a net loss in 1974 of $2,500,000 which would reach almost $4,000,000 if the petition were denied. The company's work force would then have to be reduced, increasing unemployment in an already depressed geographical area.

Two comments were received in response to the petition, both opposing it. Oshkosh Truck Corporation argues that an exemption "will create a non-competitive condition which will impose economic hardship on Oshkosh Truck Corporation and its dealer organization" and its work force of 750 people by permitting the marketing of a competitive truck at a lower price. It states that the effect of the exemption would be to penalize Oshkosh for timely compliance with the standard. The comment of Mack Trucks, Inc. is similar. It estimates a retail price advantage to FWD of $1,000 to $1,500 per exempted vehicle, and the further competitive advantage of relief "from the expected training and increased maintenance, associated with an overall FMVSS 121 air brake system."

Although FWD is a major manufacturer in the four-wheel drive market, it had a net loss of $2,500,000 in 1974 and projects an even greater one in 1975 if its petition is denied. This is found sufficient to establish substantial economic hardship. The NHTSA understands that dynamometer testing for FWD is scheduled for completion by April 1, 1975, and that assuming the brakes comply, antiskid hardware will be ready for shipment by May 1, 1975. The company therefore should be able to produce conforming vehicles by June 1, 1975. The Administrator notes too that a denial would increase unemployment in a depressed area of Wisconsin. Although it is true that any exemption may provide a competitive advantage, the Administrator views a limited exemption expiring June 1, 1975, as reasonable under the circumstances. It is anticipated that the company will make every effort to comply by the end of this time.

For the reasons discussed above the Administrator finds that a temporary exemption is consistent with the public interest and the objectives of the National Traffic and Safety Act. FWD Corporation is hereby granted NHTSA Temporary Exemption No. 75-13, from 49 CFR 571.121, Motor Vehicle Safety Standard No. 121, *Air Brake Systems*, expiring June 1, 1975.

(Sec. 3, Pub. L. 92-548, 86 Stat. 1159 (15 U.S.C. 1410); delegation of authority at 49 CFR 1.51)

Issued on April 9, 1975.

JAMES B. GREGORY,
Administrator.

[FR Doc.75-9761 Filed 4-14-75;8:45 am]

AMERICAN REVOLUTION BICENTENNIAL ADMINISTRATION

BICENTENNIAL COMMEMORATIVE MEDALS

Notice of Availability

Under authority of Pub. L. 92-228, the American Revolution Bicentennial Administration (ARBA) has issued annually the official Bicentennial first day cover with accompanying commemorative medal (Philatelic-Numismatic Combination, or "PNC") and the medal separately in both silver and bronze.

There is a small inventory remaining from the 1972 and 1973 series which is offered for sale in quantities or individually on a first come, first served basis. This inventory represents normal overruns to replace units damaged or lost in shipping.

Available are:

1972

PNC	$5.00
Bronze medal	3.50
No silver medal available	

1973

PNC	5.00
Bronze medal	3.50
Silver medal	10.00

Please send your order with check or money order made payable to ARBA (Do not send cash):

ARBA
Commemorative Sales Office
2401 E Street NW
Washington, D.C. 20276

JOHN W. WARNER,
Administrator.

APRIL 10, 1975.

[FR Doc.75-9759 Filed 4-14-75;8:45 am]

CIVIL AERONAUTICS BOARD

[Docket No. 27671; Order 75-4-47]

AMERICAN AIRLINES, INC. ET AL.

"No Frill" Fares

Adopted by the Civil Aeronautics Board at its office in Washington, D.C. on the 9th day of April, 1975.

In the matter of "No Frill" fares proposed by American Airlines, Inc., Continental Air Lines, Inc., Delta Air Lines, Inc., and Eastern Air Lines, Inc.

By tariff revisions[1] marked to become effective on April 10, 12, or 14, 1975, American Airlines, Inc. (American), Continental Air Lines, Inc. (Continental), Delta Air Lines, Inc. (Delta), and Eastern Air Lines, Inc. (Eastern) propose "no frill" fares in various markets in which National Airlines, Inc. (National) was recently permitted to establish such fares.[2]

The proposed fares are intended to complete with National's "no frill" fares, and in many respects they are similar.[3]

[1] Revisions to Airline Tariff Publishers Company, Inc., Agent, Tariff C.A.B. Nos. 142, 202 and 220.

[2] Order 75-3-102, March 27, 1975.

[3] National's fares apply in 37 markets where it operates wide-body aircraft, and apply for transportation in the rear compartments of those aircraft. The fares, available on Monday through Thursday, are discounted 35 percent from normal coach fares and will be available through December 16, 1975 except for a summer blackout (July 1 through September 2) and a blackout around Thanksgiving (November 25 through December 1). No meals or snacks are provided, nonalcoholic drinks are available for $0.25, a 7-day advance-purchase requirement applies and reservations are accepted only at the time of purchase. The fares are subject to a cancellation charge of $10.00 or 10 percent of the ticket, whichever is higher.

All four carriers have adopted the same blackout periods and day-of-week application, and would have the same cancellation charge. However, all propose to make the fares available on conventional as well as wide-body equipment. Continental's fares would apply in the economy section of its aircraft, and it would also provide complimentary nonalcoholic beverages and sell alcoholic beverages. American, Delta, and Eastern would permit advance telephone reservations although they would require the same 7-day advance purchase. Finally, except in the New York-Miami/Ft. Lauderdale markets, Delta's competitive fare would take the form of a round-trip excursion fare as would Eastern's in eight markets where it provides only connecting or one-stop service. The fares are similar to the "no frill" fares in terms of discount and restrictions except that they are round-trip fares and the regular on-board services would be provided.

Continental and Eastern contend that they must be permitted to apply the "no frill" fares on conventional jets if they are to remain competitive since National has a substantial advantage in terms of wide-body seats operated in the markets in question. Continental alleges that the Board has not heretofore prevented carriers operating older aircraft from matching fare reductions initiated by carriers operating newer aircraft solely on that basis, and that to do so would serve only to reduce competition and unnecessarily hasten aircraft obsolescence and premature reinvestment in newer aircraft types. Eastern alleges that it is not expanding the concept, but is merely seeking to prevent diversion to National by offering seats proportionate with its market share.

National has filed complaints against the proposals of American, Continental, and Eastern, its principal argument being that they go beyond matching its "no frill" service fares since the fares would be applicable on narrow-body aircraft, and that the carriers make significant changes in the "no frill" concept which distort the underlying economics of the service. National contends that its fares are justified on the basis of the higher productivity, lower seat-mile cost and significantly lower load factors of wide-body jets, and that their spread to narrow-body aircraft would ultimately lead to the addition of conventional jet capacity related solely to this discount-fare traffic.[4] National further contends that, with the fares limited to wide-body equipment, "no frill" fare capacity could not exceed 8.5 percent, while inclusion of narrow-body aircraft would increase that limit to 28 percent of the industry's total capacity.

National also opposes Eastern's plan to accept telephone reservations, contending that such a policy would open a "Pandora's Box" and would result in multiple reservations and added costs which its proposal would avoid. Finally, National argues that Eastern should not be permitted to offer excursion fares in markets where it does not provide single-plane service, since it is not an effective competitor (an argument presumably applicable to Delta also).

Southern has filed a complaint against Eastern's proposal as it relates to the Orlando-Miami market. The carrier alleges that, as a practical matter, "no frill" passengers in the Orlando-Miami market would be afforded the same seating configuration and passenger amenities as coach passengers, and, as such, the fare would be unduly and unjustly discriminatory.[5]

Answers have been filed by Eastern and the Federal Trade Commission (FTC).[6] Eastern essentially elaborates on the need to meet National's "no frill" fares in the fashion proposed, and alleges that National's complaint is nothing but a last minute attempt to turn its "no frill" fare proposal into an unfair advantage by forstalling a legitimate competitive response. Eastern alleges that the alternative of adding wide-body capacity in order to be competitive would be much more dangerous for the industry. Eastern alleges that it will accept telephone reservations because National's "no frill" proposal will not result in the cost savings alleged. Finally, Eastern alleges that the reduced excursion fares, in markets where it does not operate nonstop service, is the only way it can compete with National while containing the service.

The FTC states its belief that vigorous price competition is the best guarantee of the consumer's interest, and urges that the Board not dampen competition by suspending the instant proposals. FTC alleges that there is no reason to believe that the "no frill" service proposed would be unremunerative in the short run, and that the proposals provide a carefully limited experiment. It is also argued that limiting "no frill" fares to wide-body equipment could well lead to under utilization of narrow-body equipment by forcing carriers to meet National's proposal through added and unneeded wide-body capacity.

Upon consideration, the Board has decided to permit the matching "no frill" fares to become effective. However, consistent with our decision with respect to National's "no frill" fares, we will investigate. The essential issue raised by the instant proposals is whether or not the "no frill" fares should be extended to conventional jets. National argues that the fares must be restricted to wide-body aircraft in view of their low seat-mile costs and load factors as compared with conventional jets. However, as indicated in Order 75-3-102 with respect to its "no frill" fares, our evaluation of the latest available data indicates that the cost advantage of wide-body aircraft in the particular markets involved is far short of that claimed by National. It is true, as National alleges, that it has experienced substantially lower load factors on its wide-body aircraft than on its conventional jets. However, this does not appear surprising in view of the relatively low traffic density in most of the markets involved. In any event, a load factor differential does not in our opinion, justify a fare differential in the absence of cost or value of service differences.

On the other hand, we view the proposals of Delta and Eastern to match the "no frill" fares with excursion fares in certain markets as a significant departure from the "no frill" concept which should not be permitted during the limited experimentation with this new fare concept. The excursion fares are not subject to two key features of the "no frill" fares; the cancellation charge would not apply, and no limitation is placed on the seats to be sold. The latter is particularly important, in our opinion, since it eliminates a built-in limitation on the scope of the experiment. The carriers offer no justification for this deviation from National's service proposal other than the allegation by Eastern that this is the only way it can compete with the "no frill" fares. We do not believe that this departure from the "no frill' concept should be permitted in the absence of compelling justification. Eastern has very little traffic in the markets involved, and in Delta's biggest market, that carrier offers nonstop service and could compete with "no frill" fares.

Finally, we will also suspend the provisions of the American, Delta and Eastern tariffs which permit advance telephone reservations. We are not persuaded that this modification would forestall multiple bookings, despite the seven-day advance-ticketing and cancellation penalty provisions which these carriers would retain. For example, a passenger could make two or more reservations several weeks in advance, and wait until shortly before the seven-day deadline to decide which one to secure and simply discard the rest. In our opinion, such an opportunity for multiple reservations would burden the reservation system and lead to increased costs.

The fact that National was the first carrier to launch such an experiment does not, of course, give it any prescriptive right to determine what types of discount fares other carriers should be permitted to offer. If another carrier wishes to design its own experimental promotional fare and files an independent justification for that fare which meets the criteria laid down in the Board's DPFI *Discount Fares* decision, we would be prepared to let the new experiment be conducted, even if it conflicts in material respects with National's "no frill" fare experiment.

[4] National cites Eastern's narrow-body coach load factor for 1974 of 63.8 percent as contrasted with its wide-body coach load factor of 49.5 percent.

[5] Southern points out that while the "no frill" tariff excludes complimentary meals there is no such service on any flights in this 40-minute market today.

[6] On April 2, 1975, National filed a motion for leave to file an otherwise unauthorized document, a reply to the answers of Eastern and the FTC in Docket 27651. Also, on April 4, 1975, Continental filed a motion for leave to file a late answer to National's complaint.

But where, as here, carriers seek to justify their tariff filings solely in terms of a need to meet the competition of an earlier-filed fare of another carrier, but nevertheless depart significantly from the conditions and limitations of that earlier fare, then they should demonstrate the competitive necessity for such departures. Here, the applicability of "no frill" fares to narrow-bodied aircraft has been adequately justified in these terms, but the substitution of excursion-type fares by Delta and Eastern in certain markets, and the allowance of telephone reservations by American, Delta, and Eastern, have not been so justified, and accordingly should be suspended.[1] We emphasize again that if any or all of these carriers choose to refile their fare proposals accompanied by an independent justification adequately meeting the Board's Phase 5 criteria, we will be disposed to allow them to experiment as we have National.

To insure that the overall fare level is not burdened by traffic moving on these fares, the Board has decided to include the traffic in its Phase 5 (DPFI) discount-fare adjustment in future evaluation of the industry's revenue need. Accordingly, we will require that the carriers specifically isolate the traffic and revenue, adult and children, in their discount-fare traffic and revenue submissions pursuant to Phase 5.[2]

Accordingly, pursuant to the Federal Aviation Act of 1958, and particularly sections 204(a), 403, 404 and 1002 thereof,

It is ordered, That:

1. An investigation be instituted to determine whether the fares and provisions described in Appendices A and B[3] and rules, regulations and practices affecting such fares and provisions, are or will be unjust, unreasonable, unjustly discriminatory, unduly preferential, unduly prejudicial, or otherwise unlawful, and if found to be unlawful, to determine and prescribe lawful fares and provisions, and rules, regulations, or practices affecting such fares and provisions;

2. Pending hearing and decision by the Board, the fares and provisions described in Appendix B hereto are suspended and their use deferred to and including July 10, 1975, unless otherwise ordered by the Board, and that no changes be made therein during the period of suspension except by order or special permission of the Board;

3. The investigation ordered in paragraph 1 above be, and hereby is, consolidated into the investigation ordered in Docket 27671 (Order 75-3-102, March 27, 1975);

4. The motion of National Airlines, Inc. for leave to file an otherwise unauthorized document in Docket 27651 is hereby authorized;

5. The motion of Continental Air Lines, Inc., for leave to file a late answer to the complaint of National Airlines, Inc., in Docket 27651 is hereby granted;

6. Except to the extent granted herein, Dockets 27651 27663, 27665, and 27666 are hereby dismissed; and

7. A copy of this order be served upon American Airlines, Inc:, Continental Air Lines, Inc., Delta Air Lines, Inc., Eastern Air Lines, Inc., National Airlines, Inc., Southern Airways, Inc., United Air Lines, Inc., the United States Department of Justice, The United States Department of Transportation, The Council on Wage and Price Stability, The Federal Trade Commission and the Southern Florida Hotel and Motel Association.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] EDWIN Z. HOLLAND,
Secretary.

[FR Doc.75-9775 Filed 4-14-75;8:45 am]

[Docket 27612]

HAWAIIAN AIRLINES, INC.; SENIOR CITIZEN STANDBY FARES

Prehearing Conference

Notice is hereby given that a prehearing conference in the above entitled matter is assigned to be held on May 28, 1975, at 9:30 a.m. (local time), in Room 911, Universal Building, 1825 Connecticut Avenue, NW, Washington, D.C., before Administrative Law Judge Burton S. Kolko.

In order to facilitate the conduct of the conference parties are instructed to submit one copy to each party and four copies to the Judge of (1) proposed statements of issues; (2) proposed stipulations; (3) requests for information; (4) statement of positions of parties; and (5) proposed procedural dates. The Bureau of Economics will circulate its material on or before May 13, 1975, and the other parties on or before May 20, 1975. The submissions of the other parties shall be limited to points on which they differ with the Bureau of Economics, and shall follow the numbering and lettering used by the Bureau to facilitate cross-referencing.

Dated at Washington, D.C., April 9, 1975.

[SEAL] ROBERT L. PARK,
Chief Administrative Law Judge.

[FR Doc.75-9774 Filed 4-14-75;8:45 am]

[1] Continental's tariff also departs in certain respects from National's, but in the absence of a complaint against Continental's filing we are not disposed to question its variant features.

[2] By Order 75-3-102, March 27, 1975, the Board stated it would promptly issue an order establishing guidelines for processing the "no frill" fare investigation. We have now decided that this matter should be handled in the usual manner at the prehearing conference.

[3] Filed as part of original document.

CITIZENS' ADVISORY COUNCIL ON THE STATUS OF WOMEN

MEETING

Notice is hereby given of a meeting to be held by the Citizens' Advisory Council on the Status of Women, established by Executive Order 11126 of November 1, 1963.

The meeting will begin on May 6, 1975, at 9:15 a.m. in the Family Theater of the White House, when a report of Council activities will be made. The afternoon session will convene at 8 p.m. in Conference Room S3215-A, New Department of Labor Building. The meeting will reconvene at 9:30 a.m. on May 7 in Conference Room S3215-A, New Department of Labor Building, 200 Constitution Avenue, NW, Washington, D.C. 20210.

During the course of the meeting the following subjects will be discussed in the following order: (Tentative Agenda) Status of the Equal Rights Amendment; Women and the Media; Title IX of the Education Amendments of 1972; and Discussion, Recommendations, and Future Program.

Members of the public are invited to attend the proceedings.

Any written data, views or arguments received by the Council's executive secretary concerning the subjects to be considered on or before May 3rd, together with 25 duplicated copies will be provided to the members and will be included in the minutes of the meeting.

Interested persons wishing to address the Council at the meeting should submit a request to be heard to the executive secretary no later than April 28, 1975, stating the nature of their intended presentation and the amount of time they will need. At the commencement of the meeting the chairperson will announce the extent to which time will permit the granting of such requests.

Communications to the executive secretary should be addressed as follows:

Ms. Catherine East, Executive Secretary, Citizens' Advisory Council on the Status of Women, Room S3306, New Department of Labor Building, 200 Constitution Avenue, NW., Washington, D.C. 20210.

Signed at Washington, D.C. this 9th day of April 1975.

CATHERINE EAST,
Executive Secretary.

[FR Doc.75-9742 Filed 4-14-75;8:45 am]

COMMISSION ON CIVIL RIGHTS

COLORADO STATE ADVISORY COMMITTEE

Cancellation of Meeting

Notice is hereby given, pursuant to the rules and regulations of the U.S. Commission on Civil Rights, that a planning meeting of the Colorado State Advisory Committee (SAC) to this Commission, originally scheduled for April 26, 1975, a notice of which was previously published on page 12836 in the FEDERAL REGISTER on March 21, 1975 (FR Doc. 75-447) has been cancelled.

Dated at Washington, D.C., April 9, 1975.

ISAIH T. CRESWELL, Jr.,
Advisory Committee Management Officer.

[FR Doc.75-9766 Filed 4-14-75;8:45 am]

COLORADO STATE ADVISORY COMMITTEE

Agenda and Notice of Open Meeting

Notice is hereby given, pursuant to the provisions of the rules and regulations of the U.S. Commission on Civil Rights, that a planning meeting of the Colorado State Advisory Committee (SAC) to this Commission will convene at 8 a.m. on May 10, 1975, at the Federal Building, Room 2330, 1961 Stout Street, Denver, Colorado 80202.

Persons wishing to attend this meeting should contact the Committee Chairman, or the Mountain States Regional Office of the Commission, Room 216, 1726 Champa Street, Denver, Colorado 80202.

The purpose of this meeting is an informal hearing concerning access to the Medical and Legal Professions by minorities and women.

This meeting will be conducted pursuant to the rules and regulations of the Commission.

Dated at Washington, D.C., April 9, 1975.

ISAIAH T. CRESWELL, Jr.,
Advisory Committee Management Officer.

[FR Doc.75-9767 Filed 4-14-75;8:45 am]

MASSACHUSETTS STATE ADVISORY COMMITTEE

Agenda and Notice of Open Meeting

Notice is hereby given, pursuant to the rules and regulations of the U.S. Commission on Civil Rights, that a planning meeting of the Massachusetts State Advisory Committee (SAC) to this Commission will convene at 12 noon on May 6, 1975, in the Chairperson's Office, 27 School Street, Boston, Massachusetts.

Persons wishing to attend this meeting should contact the Committee Chairman or the Northeastern Regional Office of the Commission, Room 1639, 26 Federal Plaza, New York, New York 10007.

The purpose of this meeting is to discuss Boston School desegregation project and follow-up on public employment project.

This meeting will be conducted pursuant to the rules and regulations of the Commission.

Dated at Washington, D.C., April 9, 1975.

ISAIAH T. CRESWELL, Jr.,
Advisory Committee Management Officer.

[FR Doc.75-9768 Filed 4-14-75;8:45 am]

NEW YORK STATE ADVISORY COMMITTEE

Agenda and Notice of Open Meeting

Notice is hereby given, pursuant to the provisions of the rules and regulations of the U.S. Commission on Civil Rights that a planning meeting of the New York State Advisory Committee (SAC) to this Commission will convene at 4 p.m., on May 8, 1975, at Federal Building, 26 Federal Plaza, Room 1639.

Persons wishing to attend this meeting should contact the Committee Chairman, or the Northeastern Regional Office of the Commission, Room 1639, 26 Federal Plaza, New York, New York 10007.

The purpose of this meeting is a discussion of prospective new project on the Treatment of Women in pharmaceutical advertisement.

This meeting will be conducted pursuant to the rules and regulations of the Commission.

Dated at Washington, D.C., April 9, 1975.

ISAIAH T. CRESWELL, Jr.,
Advisory Committee Management Officer.

[FR Doc.75-9769 Filed 4-14-75;8:45 am]

WYOMING STATE ADVISORY COMMITTEE

Agenda and Notice of Open Meeting

Notice is hereby given, pursuant to the provisions of the rules and regulations of the U.S. Commission on Civil Rights, that a factfinding and conference meeting of the Wyoming State Advisory Committee (SAC) to this Commission will convene at 2 p.m. on May 15, 1975, at the Holiday Inn, 300 W. F Street, Casper, Wyoming 82601.

Persons wishing to attend this meeting should contact the Committee Chairman, or the Mountain States Regional Office of the Commission, Room 216, 1726 Champa Street, Denver, Colorado 80202.

The purpose of these meetings is to discuss civil rights issues in Wyoming and Conference call for identifying civil rights issues in Wyoming; Opportunity for SAC and staff to discuss rechartering.

This meeting will be conducted pursuant to the rules and regulations of the Commission.

Dated at Washington, D.C., April 9, 1975.

ISAIAH T. CRESWELL, Jr.,
Advisory Committee Management Officer.

[FR Doc.75-9770 Filed 4-14-75;8:45 am]

ENVIRONMENTAL PROTECTION AGENCY

[FRL 358-5; OPP-32000/228]

RECEIPT OF APPLICATIONS FOR PESTICIDE REGISTRATION

Data To Be Considered in Support of Applications

On November 19, 1973, the Environmental Protection Agency (EPA) published in the FEDERAL REGISTER (38 FR 31862) its interim policy with respect to the administration of section 3(c)(1)(D) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended. This policy provides that EPA will, upon receipt of every application for registration, publish in the FEDERAL REGISTER a notice containing the information shown below. The labeling furnished by the applicant will be available for examination at the Environmental Protection Agency, Room EB-31, East Tower, 401 M Street SW., Washington D.C. 20460.

On or before June 16, 1975, any person who (a) is or has been an applicant, (b) believes that data he developed and submitted to EPA on or after October 21, 1972, is being used to support an application described in this notice, (c) desires to assert a claim for compensation under section 3(c)(1)(D) for such use of his data, and (d) wishes to preserve his right to have the Administrator determine the amount of reasonable compensation to which he is entitled for such use of the data, must notify the Administrator and the applicant named in the notice in the FEDERAL REGISTER of his claim by certified mail. Notification to the Administrator should be addressed to the Information Coordination Section, Technical Services Division (WH-569), Office of Pesticide Programs, 401 M Street SW., Washington, D.C. 20460. Every such claimant must include, at a minimum, the information listed in the interim policy of November 19, 1973.

Applications submitted under 2(a) or 2(b) of the interim policy will be processed to completion in accordance with existing procedures. Applications submitted under 2(c) of the interim policy cannot be made final until the 60 day period has expired. If no claims are received within the 60 day period, the 2(c) application will be processed according to normal procedure. However, if claims are received within the 60 day period, the applicants against whom the claims are asserted will be advised of the alternatives available under the Act. No claims will be accepted for possible EPA adjudication which are received after June 16, 1975.

Dated: April 8, 1975.

JOHN B. RITCH, Jr.,
Director, Registration Division.

APPLICATIONS RECEIVED (OPP-32000/228)

EPA File Sympol 35909-L. Associated Water Conditioners, Inc., Rt. 202, Mt. Kemble Ave., Morristown NJ 07960. NO. 473. Active Ingredients: Poly[oxyethylene(dimethyliminio) - ethylene(dimethyliminio)ethylene dichloride] 15.0%. Method of Support: Application proceeds under 2(b) of interim policy. PM34.

EPA File Symbol 35909-T. Associated Water Conditioners, Inc., Rt. 202, Mt. Kemble Ave., Morristown NJ 07960. NO. 474. Active Ingredients: Poly[oxyethylene(dimethyliminio)-ethylene(dimethyliminio)ethylene dichloride] 20.0%. Method of Support: Application proceeds under 2(b) of interim policy. PM34.

EPA File Symbol 4-EUA. Bonide Chemical Co., Inc., 2 Wurz Ave., Yorkville NY 13495. LAWN & TURF FUNGICIDE CONTAINS DYRENE 50% WETTABLE POWDER. Active Ingredients: 4,6-Dichloro-N-(2-Chlorophenyl)-1,3,5-triazin-2-amine 50%. Method of Support: Application proceeds under 2(c) of interim policy. PM21.

EPA File Symbol 4-EUL. Bonide Chemical Co., Inc., 2 Wurz Ave., Yorkville NY 13495. DANDELION KILLER GRANULES. Active Ingredients: Triethanolamine 2,4-Dichlorophenoxy-acetate 2.52%. Method of Support: Application proceeds under 2(c) of interim policy. PM23.

EPA File Symbol 704-GI. Chemical Systems, Inc., 1735 W. Fullerton Ave., Chicago IL 60614. *QS-260* DISINFECTANT-DEODORIZER-SANITIZER. Active Ingredients: n-Alkyl (60% C14, 30% C16, 5% C12, 5% C18) dimethyl benzyl ammonium chlorides 5%; n-Alkyl (68% C12, 32% C14) dimethyl ethylbenzyl ammonium chlorides 5%. Method of Support: Application proceeds under 2(b) of interim policy. PM31.

EPA File Symbol 15300-RR. Chemical Treatment Co., Hanover Industrial Air Park, 500 Lickinghole Rd., Ashland VA 23005. CT-202. Active Ingredients: Poly[oxyethylene(dimethyliminio) - ethylene(dimethyliminio) ethylene dichloride] 24.0%. Method of Support: Application proceeds under 2(b) of interim policy. PM34.

EPA Reg. No. 1203-39. Delta Foremost Chemical Corp., 3915 Air Park St., Memphis TN 38118. FOREMOST 4883-ES RESID-U-CIDE INSECTICIDE LIQUID EXTRA SPECIAL. Active Ingredients: o-Isopropoxyphenyl Methylcarbamate 0.67%; Petroleum Distillate 55.96%. Method of Support: Application proceeds under 2(c) of interim policy. PM12.

EPA Reg. No. 891-20. Hercules Inc., Synthetics Dept., Wilmington DE 19899. HERCULES TOXAPHENE 60% EMULSIFIABLE CONCENTRATE INSECTICIDE. Active Ingredients: Toxaphene (technical chlorinated camphene containing 67-69% chlorine) 60%; Xylene 35%. Method of Support: Application proceeds under 2(a) of interim policy. Republished: Label revised for additional uses. PM12.

EPA File Symbol 8730-U. Herculite Protective Fabrics Corp., 1107 Broadway, New York NY 10010. PROTECTIVE POUCH HERCON "INSECTAPE". Active Ingredients: 2-(1-Methylethoxy) phenol methylcarbamate 10.0%. Method of Support: Application proceeds under 2(a) of interim policy. PM12.

EPA File Symbol 32460-A. Hydrology Laboratories Inc., PO Box 714, Smithtown NY 11787. FREE-N-CLEAR SWIMMING POOL ALGAECIDE. Active Ingredients: Alkyl (C14 60%, C12 25%, C16 15%) Dimethyl Benzyl Ammonium Chloride 10%. Method of Support: Application proceeds under 2 (b) of interim policy. PM24.

EPA File Symbol 24057-E. Jersey Industrial Chemicals, Inc., PO Box 568, Livingston NJ 07039. FUNGICIDE A. Active Ingredients: Poly[oxyethylene(dimethyliminio)-ethylene (dimethyl-iminio)ethylene dichloride] 10.0%. Method of Support: Application proceeds under 2(b) of interim policy. PM34.

EPA File Symbol 4822-RUI. S. C. Johnson & Son, Inc., 1525 Howe St., Racine WI 53403. JOHNSON YARD MASTER FOAM CRABGRASS PREVENTER. Active Ingredients: N-butyl-N-ethyl-a-a-a-trifluoro - 2.6 - dinitro-p-toluidine 11.48%. Method of Support: Application proceeds under 2(c) of interim policy. PM25.

EPA File Symbol 33576-GE. Olin Water Services, Olin Corp., 120 Long Ridge Rd., Stamford CT 06904. OLIN 7020. Active Ingredients: Methylene bis (thiocyanate) 10%. Method of Support: Application proceeds under 2(c) of interim policy. PM22.

EPA File Symbol 11411-U. Olsen Chemical Co., 7756 Balboa Blvd., Van Nuys CA 91406. OLSEN POOL CHLORINE. Active Ingredients: Sodium Hypochlorite 12.5%. Method of Support: Application proceeds under 2(b) of interim policy. PM34.

EPA File Symbol 842-RRL. G. S. Robins & Co., 126 Chouteau Ave., St. Louis MO 63102. SUPERCHLOR. Active Ingredients: Sodium Hypochlorite 9.0%. Method of Support: Application proceeds under 2(c) of interim policy. PM34.

EPA Reg. No. 201-347. Shell Chemical Co., 1025 Conn. Ave., NW., Suite 200, Washington DC 20036. NUDRIN 1.8 INSECTICIDE SOLUTION. Active Ingredients: Methomyl S-methyl N-[methyl-carbamoyl) oxy] thioacetimidate 24.1%. Method of Support: Application proceeds under 2(b) of interim policy. PM12.

EPA File Symbol 1541-G. Spirittine Chemical Co., PO Box 233, 1717 Castle St., Wilmington NC 28401. DA-50 SWIMMING POOL ALGAECIDE. Active Ingredients: Alkyl C14 60%, C12 25%, C16 15%) Dimethyl Benzyl Ammonium Chloride 10%. Method of Support: Application proceeds under 2 (b) of Interim policy. PM24.

EPA File Symbol 3238-IN. Standard Spray & Chemical Co., PO Box 63, Lakeland FL 33802. MICRO-FLO BASIC COPPER SULFATE. Active Ingredients: Copper as fate) 29.1%. Method of support: Application proceeds under 2(c) of interim policy. PM22.

[FR Doc.75-9686 Filed 4-14-75;8:45 am]

[FRL 358-6; OPP—32000/229]

RECEIPT OF APPLICATIONS FOR PESTICIDE REGISTRATION

Data To Be Considered in Support of Applications

On November 19, 1973, the Environmental Protection Agency (EPA) published in the FEDERAL REGISTER (38 FR 31862) its interim policy with respect to the administration of section 3(c)(1)(D) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended This policy provides that EPA will, upon receipt of every application for registration, publish in the FEDERAL REGISTER a notice containing the information shown below. The labeling furnished by the applicant will be available for examination at the Environmental Protection Agency, Room EB-31, East Tower, 401 M Street SW., Washington, D.C. 20460.

On or before June 16, 1975, any person who (a) is or has been an applicant, (b) believes that data he developed and submitted to EPA on or after October 21, 1972, is being used to support an application described in this notice, (c) desires to assert a claim for compensation under section 3(c)(1)(D) for such use of his data, and (d) wishes to preserve his right to have the Administrator determine the amount of reasonable compensation to which he is entitled for such use of the data, must notify the Administrator and the applicant named in the notice in the FEDERAL REGISTER of his claim by certified mail. Notification to the Administrator should be addressed to the Information Coordination Section, Technical Services Division (WH-569), Office of Pesticide Programs, 401 M Street SW., Washington, D.C. 20460. Every such claimant must include, at a minimum, the information listed in the interim policy of November 19, 1973.

Applications submitted under 2(a) or 2(b) of the interim policy will be processed to completion in accordance with existing procedures. Applications submitted under 2(c) of the interim policy cannot be made final until the 60 day period has expired. If no claims are received within the 60 day period, the 2(c) application will be processed according to normal procedure. However, if claims are received within the 60 day period, the applicants against whom the claims are asserted will be advised of the alternatives available under the Act. No claims will be accepted for possible EPA adjudication which are received after June 16, 1975.

Dated: April 8, 1975.

JOHN B. RITCH, Jr.,
Director,
Registration Division.

APPLICATIONS RECEIVED (OPP-32000/229)

EPA File Symbol 12264-R. Allstates Chem., PO Box 7416, Houston TX 77008. ALLSTATES ALGICIDE. Active Ingredients: Alkyl (C14 58%, C16 28%, C12 14%) dimethyl benzyl ammonium chloride 10%. Method of Support: Application proceeds under 2(c) of interim policy. PM24.

EPA File Symbol 11501-RA. Aqua Chem. Co. Inc., 349 Greco Ave., Coral Gables FL 33146. SUPER 90 CONCENTRATED CHLORINE TABLETS. Active Ingredients: Trichloro-s-Triazinetrione 100%. Method of Support: Application proceeds under 2(c) of interim policy. PM34.

EPA Reg. No. 239-2414. Chevron Chem. Co., 940 Hensley St., Richmond CA 94804. PLICTRAN 50 WETTABLE MITICIDE. Active Ingredients: Tricyclohexyltin hydroxide 50%. Method of Support: Application proceeds under 2(c) of interim policy. PM13.

EPA File Symbol 4829-LG. Coastal Chem. Co., Div. of Coastal Industries, Inc., 190 Jony Dr., Carlstadt NJ 07072. ISOCLOR II SUPER STABILIZED CHLORINE POWDER. Active Ingredients: Sodium Dichloro-s-Triazinetrione Dihydrate 100.0%. Method of Support: Application proceeds under 2(b) of interim policy. PM34.

EPA File Symbol 11694-AT. Dymon, Inc., 3401 Kansas Ave., Kansas City KS 66106. AQUA-BROM NON-SELECTIVE WEED KILLER. Active Ingredients: Heavy Aromatic Naphtha 86.40%; Bromacil (5-bromo-3-sec-butyl-6-methyluracil 2.30%; Penthachlorophenol 2.84%; Other chlorophenols 0.33%. Method of Support: Application proceeds under 2(c) of interim policy. PM24.

EPA File Symbol 20276-G. Engineered Chem. of Florida, PO Box 11605, Tampa FL 33510. NEW BLUE ALGICIDE A. Active Ingredient: Alkyl (C14 58%, C16 28%, C12 14%) dimethyl benzyl ammonium chloride 10%. Method of Support: Application proceeds under 2(c) of interim policy. PM24.

EPA File Symbol 20276-E. Engineered Chem. of Florida, PO Box 11605, Tampa FL 33510. NEW BLUE ALGICIDE QTC. Active Ingredients: Alkyl (C14 58%, C16 28%, C12 14%) dimethyl benzyl ammonium chloride 20% Method of Support: Application proceeds under 2(c) of interim policy. PM24.

EPA File Symbol 6993-LU. Germain's, Inc., 4820 E. 50th St., Los Angeles CA 90058. GERMAIN'S STOP-WEED KILLS DANDELION BERMUDAGRASS, LEAFY SPURGE. Active Ingredients: ERBON 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dichloropropionate 4.57%; Related Compounds 1.57% Petroleum Aromatic Hydrocarbons 81.00%. Method of Support: Application proceeds under 2(c) of interim policy. PM23.

EPA File Symbol 11932-E. Good Housekeeper Maintenance Supplies Inc., 906 Jacob St., Thomasville NC 27360. G H K SWIMMING POOL ALGAECIDE. Active Ingredients: Alkyl Dimethyl Benzyl Ammonium Chloride (C14 60%, C12 25%, C16 15%) 10%. Method of Support: Application proceeds under 2(b) of interim policy. PM24.

EPA File Symbol 524-GRU. Monsanto Co., Agricultural Div., 800 N Lindbergh Ave., St. Louis MO 63166. LASSO EC. Active Ingredients: Alachlor (2-chloro-2',6'-diethyl-N-(methoxymethyl) acetanilide) 45.7%. Method of Support: Changed from 2(c) to 2(b) of interim policy. PM25.

EPA File Symbol 1926-AO. Navy Brand Mfg., Co., 5111 SW Ave., St. Louis MO 63110. LM 120-LARVAECIDE. Active Ingredients: Coal Tar Neutral Oils 63%; Soap 17%; Coal Tar Phenols 10%. Method of Support: Application proceeds under 2(c) of interim policy. PM17.

EPA File Symbol 10190-RG. Penetone Div., Amerace Corp., 74 Hudson Ave., Tenafly NJ 07670. SANITONE. Active Ingredients: Didecyl dimethyl ammonium chloride 2.5%; Tetrasodium ethylenediamine tetraacetate 2.0%; Sodium carbonate 1.5%. Method of Support: Application proceeds under 2(b) of interim policy. PM31.

EPA Reg. No. 359-366. Rhodia Inc., Agricultural Div., 23 Belmont Dr., Somerset NJ 08873. RHODIA SILVEX 4L A LOW VOLATILE BRUSH AND WEED KILLER. Active Ingredients: Isooctyl ester of silvex (2-(2,4,5-trichlorophenoxy propionic acid) 65.3%. Method of Support: Application proceeds under 2(c) of interim policy. PM23.

EPA File Symbol 11157-G. Rose Exterminator Co., 626 Potrero Ave., San Francisco CA 94110. ROSE'S WOOD PRESERVATIVE. Active Ingredients: Pentachlorophenol 4.15%; Petroleum oil 95.00%; Other chlorophenols 0.60%. Method of Support: Application proceeds under 2(c) of interim policy. PM24.

EPA File Symbol 32184-U. Sani-Chem, Inc., PO Box 28954, Atlanta GA 30328. SANI-CHEM ALGICIDE. Active Ingredients: Alkyl (C14 58%, C16 28%, C12 14%) dimethyl benzyl ammonium chloride 10%. Method of Support: Application proceeds under 2(c) of interim policy. PM24.

EPA File Symbol 4977-RNL. Southeastern Chem. Corp., PO Box 1026, Orangeburg SC 29115. ATOMIC 4-2-1 TOX-ETHYL METHYL. Active Ingredients: Toxaphene (Technical Chlorinated Camphene (67%-69% Chlorine)) 33.36%; Parathion (0,0-diethyl 0-p-nitrophenyl phosphorothioate 16.68%; 0,0-dimethyl 0-p-nitrophenyl thiophosphate 8.34%; Xylene 36.62%. Method of Support: Application proceeds under 2(c) of interim policy. PM12.

EPA File Symbol 4977-RNT. Southeastern Chem. Corp. ATOMIC METHYL PARATHION 4E. Active Ingredients: 0,0-dimethyl 0-p-nitrophenyl thiophosphate 46.42%; Xylene 47.46%. Method of Support: Application proceeds under 2(c) of interim policy. PM12.

EPA File Symbol 4977-RNI. Southeastern Chem. Corp. ATOMIC 6-1½ TOX-METHYL. Active Ingredients: Toxaphene (Technical Chlorinated Camphene Chlorine Content 67%-69%) 51.50%; 0,0-dimethyl 0-p-nitrophenyl thiophosphate 12.87%; Xylene 29.63%. Method of Support: Application proceeds under 2(c) of interim policy. PM13.

EPA File Symbol 4977-RNG. Southeastern Chem. Corp. ATOMIC 4-4 TOX-METHYL. Active Ingredients: Toxaphene (Technical Chlorinated Camphene (67%-69% Chlorine)) 37.03%; 0,0-dimethyl 0-p-nitrophenol thiophosphate 37.12%; Xylene 20.85%. Method of Support: Application proceeds under 2(c) of interim policy. PM 12.

EPA File Symbol 4977-RNA. Southeastern Chem. Corp. ATOMIC 6-3 TOX-METHYL. Active Ingredients: Toxaphene (Technical Chlorinated Camphene-Chlorine Content 67% and 69%) 52.0%; 0,0-dimethyl 0-p-nitrophenyl thiophosphate 26.2%; Xylene 16.0%. Method of Support: Application proceeds under 2(c) of interim policy. PM 12.

EPA File Symbol 35914-R. Spitzer Chem. & Pool Supply, 36 Frederick Rd., Funkstown MD 21734. ALGI-CURB 58 SWIMMING POOL ALGICIDE. Active Ingredients: Alkyl (C14 58%, C16 28%, C12 14%) dimethyl benzyl ammonium chloride 10%. Method of Support: Application proceeds under 2(c) of interim policy. PM24.

EPA File Symbol 6735-EEI. Tide Products, Inc., PO Box 1020, Edinburg TX 78539. TIDE WEED & FEED WITH TREFLAN. Active Ingredients: Trifluralin (a,a,a-trifluoro-2, 6-dinitro-N, N-dipropyl-p-toluidine) 0.2%. Method of Support: Application proceeds under 2(c) of interim policy. PM25.

EPA File Symbol 3525-LI. Utility Chem. Co., 145 Peel St., Paterson NJ 07524. "UTIKEM AL-G-SIDE" SWIMMING POOL ALGAECIDE. Active Ingredients: Alkyl (C14 60%, C12 25%, C16 15%) Dimethyl Benzyl Ammonium Chloride 7.5%. Method of Support: Application proceeds under 2(b) of interim policy. PM24.

[FR Doc.75-9687 Filed 4-14-75;8:45 am]

FEDERAL ENERGY ADMINISTRATION

ENERGY INDEPENDENCE ACT OF 1975 AND RELATED TAX PROPOSALS

Availability of Draft Environmental Impact Statement

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969 (NEPA) the Federal Energy Administration (FEA) with the assistance of the Departments of Defense, Housing and Urban Development, Treasury, and the Environmental Protection Agency, has prepared a draft environmental impact statement on the Energy Independence Act of 1975 and Related Tax Proposals.

The document contains an analysis of the environmental impacts of each of the 13 titles contained in the bill as well as the aggregate impacts from the entire energy program and related tax proposals.

Single copies of the draft environmental statement may be obtained from the FEA Office of Communications and Public Affairs, Room 220, Old Post Office Building, 12th and Pennsylvania Avenue, NW., Washington, D.C. 20461.

ROBERT E. MONTGOMERY, Jr.,
General Counsel,
Federal Energy Administration.

APRIL 9, 1975.

[FR Doc.75-9714 Filed 4-10-75;9:58 am]

FEDERAL HOME LOAN BANK BOARD

H. F. AHMANSON & CO.

[H. C. 191]

Receipt of Application for Permission To Purchase Certain Assets of Senator Savings and Loan Association

APRIL 10, 1975.

Notice is hereby given that the Federal Savings and Loan Insurance Corporation has received an application from H. F. Ahmanson & Company, Los Angeles, California, a unitary savings and loan holding company, for approval of acquisition of substantially all of the assets of Senator Savings and Loan Association, Sacramento, California, an insured institution, under the provisions of section 408(e) of the National Housing Act, as amended (12 U.S.C. 1730a (3)), and § 584.4 of the regulations for Savings and Loan Holding Companies, by Home Savings and Loan Association, an insured subsidiary of H. F. Ahmanson & Company, said acquisition to be effected by the assumption of savings accounts and other liabilities and the payment of cash for certain specified assets. Comments on the proposed acquisition should be submitted to the Director, Holding Companies Section, Office of Examinations and Supervision, Federal Home Loan Bank Board, Washington, D.C. 20552, on or before May 15, 1975.

[SEAL] GRENVILLE L. MILLARD, Jr.,
Assistant Secretary,
Federal Home Loan Bank Board.

[FR Doc.75-9755 Filed 4-14-75;8:45 am]

[H. C. 192]

MURRAY INVESTMENT CO.

Notice of Receipt of Application for Permission To Acquire Control of Murray Financial Corp.

APRIL 10, 1975.

Notice is hereby given that the Federal Savings and Loan Insurance Corporation has received an application from Murray Investment Corporation, Dallas, Texas, a unitary savings and loan holding company, for approval of acquisition of control of the Murray Financial Corporation, Dallas, Texas, a registered savings and loan holding company, under the provisions of section 408(e) of the National Housing Act, as amended (12 U.S.C. 1730a(e)), and § 584.4 of the regulations for Savings and Loan Holding Companies. Comments on the proposed acquisition should be submitted to the Director, Holding Companies Section, Office of Examinations and Supervision, Federal Home Loan Bank Board, Washington, D.C., on or before May 15, 1975.

[SEAL] GRENVILLE L. MILLARD, Jr.,
Assistant Secretary,
Federal Home Loan Bank Board.

[FR Doc.75-9757 Filed 4-14-75;8:45 am]

[H. C. 190]

UNITED FINANCIAL CORPORATION OF CALIFORNIA

Notice of Receipt of Application for Permission To Acquire Control of Guardian Savings and Loan Association

APRIL 10, 1975.

Notice is hereby given that the Federal Savings and Loan Insurance Corporation has received an application from United Financial Corporation of California, Los Angeles, California, a unitary savings and loan holding company, for approval of acquisition of control of the Guardian Savings and Loan Association, Oxnard, California, an insured institution, under the provisions of section 408(e) of the National Housing Act, as amended (12 U.S.C. 1730a(e)), and § 584.4 of the regulations for Savings and Loan Holding Companies, said acquisition to be effected through the purchase of all of the stock of Guardian Savings and Loan Association by a subsidiary of United Financial Corporation of California, the Citizens Savings and Loan Association, San Francisco, California, for cash and long term notes from the subsidiary. Comments on the proposed acquisition should be submitted to the Director, Holding Companies Section, Office of Examinations and Supervision, Federal Home Loan Bank Board, Washington, D.C. 20552, on or before May 15, 1975.

[SEAL] GRENVILLE L. MILLARD, JR.,
Assistant Secretary,
Federal Home Loan Bank Board.

[FR Doc.75-9756 Filed 4-14-75;8:45 am]

FEDERAL MARITIME COMMISSION

ASSOCIATED NORTH ATLANTIC FREIGHT CONFERENCES

Agreement Filed

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1100 L Street, NW, Room 10126; or may inspect the agreement at the Field Offices located at New York, N.Y., New Orleans, Louisiana, San Francisco, California and Old San Juan, Puerto Rico. Comments on such agreements, including requests for hearing, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C., 20573, on or before May 5, 1975. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of agreement filed by:

Howard A. Levy, Esquire
Suite 727
17 Battery Place
New York, New York 10004

Agreement No. 9978-4 allows carriers adhering to cargo inspection agreements with ANAFC to appoint the Executive Director thereof as agent for the collection of underpayments of freight and other applicable charges.

By Order of the Federal Maritime Commission.

Dated: April 10, 1975.

FRANCIS C. HURNEY,
Secretary.

[FR Doc.75-9790 Filed 4-14-75;8:45 am]

BARBER LINES A/S, ET AL.

Agreement Filed

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1100 L Street NW, Room 10126, or may inspect the agreement at the Field Offices located at New York, N.Y., New Orleans, La., San Juan, Puerto Rico and San Francisco, California. Comments on such agreements, including requests for hearing, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C. 20573, on or before April 25, 1975. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Concerning the matter of BARBER LINES A/S; ELDER DEMPSTER LINES, LTD.; DAFRA LINES; DELTA STEAMSHIP LINE, INC.; COMPAGNIE MARITIME DES CHARGEURS REUNIS, S.A.; COMPAGNIE MARITIME BELGE, S.A.; FARRELL LINES INC. AND NOPAL WEST AFRICA LINE.

Notice of Agreement Filed by:

John K. Cunningham, Chairman
American West African Freight Conference
67 Broad Street
New York, New York 10004

Agreement No. 10158, among Barber Lines A/S; Elder Dempster Lines, Ltd.; Dafra Lines; Delta Steamship Line, Inc.; Compagnie Maritime Des Chargeurs Reunis, S.A.; Compagnie Maritime Belge, S.A.; Farrell Lines Inc. and Nopal West Africa Line, all of whom are members of the American West African Freight Conference, would permit the named carriers to purchase and install certain stevedoring and terminal equipment in the ports of Lagos and Apapa, Nigeria in order to facilitate and expedite the loading and discharging operations of their vessels in those ports.

By order of the Federal Maritime Commission.

Dated: April 10, 1975.

FRANCIS C. HURNEY,
Secretary.

[FR Doc.75-9791 Filed 4-14-75;8:45 am]

JAPAN/KOREA-ATLANTIC AND GULF FREIGHT CONFERENCE

Agreement Filed

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1100 L Street, NW, Room 10126; or may inspect the agreement at the Field Offices located at New York, N.Y., New Orleans, Louisiana, San Francisco, California, and Old San Juan, Puerto Rico. Comments on such agreements, including requests for hearing, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C., 20573, on or before May 5, 1975. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of agreement filed by:

Charles F. Warren, Esq.
1100 Connecticut Avenue, NW
Washington, D.C. 20036

Agreement No. 3103-59 is an application on behalf of the member lines of the

Japan/Korea-Atlantic and Gulf Freight Conference to extend the presently approved intermodal authority, as set forth in Article 1 of the conference agreement, for a period of eighteen (18) months beyond July 23, 1975. Under the extended authority applied for, it is provided that if the conference does not exercise the intermodal tariff publishing authority granted within the first twelve (12) months of the said extended period, the member lines may publish their own intermodal tariffs thereafter. However, should the conference file its own intermodal tariff after the elapse of said twelve month period and the member lines do likewise, the conference tariff would supersede the member lines' intermodal tariffs only to the extent that origins, destinations and tariff commodity descriptions are the same.

By Order of the Federal Maritime Commission.

Dated: April 10, 1975.

FRANCIS C. HURNEY,
Secretary.

[FR Doc.75-9792 Filed 4-14-75;8:45 am]

CERTIFICATES OF FINANCIAL RESPONSIBILITY (OIL POLLUTION)

Notice is hereby given that the following vessel owners and/or operators have established evidence of financial responsibility, with respect to the vessels indicated, as required by section 311 (p)(1) of the Federal Water Pollution Control Act, and have been issued Federal Maritime Commission Certificates of Financial Responsibility (Oil Pollution) pursuant to Part 542 of Title 46 CFR.

Certificate No.	*Owner/Operator and Vessels*
01113---	A/S J. Ludwig Mowinckels Rederi: *Strinda.*
01248---	Dampskibs A/S Avenir, Akibs A/S Beaumont, Skibs A/S Beaulieu Skibs A/S Beaufort, Skibs A/S Seattle: *Beauvirage.*
01323---	Manchester Liners Limited: *Asian Renown, Manchester Zeal, Frontier.*
01904---	Waterman Steamship Corporation: *Nathanael Greene.*
02194---	Compagnie Generale Transatlantique: *Aubrac.*
02198---	Peninsular & Oriental Steam Navigation Company: *Strathinch, Strathirvine, Strathinver, Strathaird, Strathairlick, Strathanna, Strathangus, Strathalvie, Strathaslak, Stratharos, Strathadthassynt, Strathatlow, Strathaslak, Strfatharos, Strathaddie, Strathairlie, Strathmay, Strathmeigle, Strathmore, Strathmuir.*
02363---	Rederiet Otto Danielsen: *Otto Danielsen.*
02462---	Hellenic Lines Limited: *Italia, Turkia, Hollandia, Athinai, Hellas, Livorno, Iraklion, Hellenic Leader, Hellenic Pioneer, Hellenic Destiny, Hellenic Laurel, Hellenic Splendor, Hellenic Hero, Hellenic Spirit, Hellenic Glory, Hellenic Torch.*
02975---	Venture Shipping (Managers) Limited: *Ancient Giant.*
03262---	Matheson & Co., Limited: *Cairnsmore.*
03294---	Companhia de Navegacao Lloyd Brasileiro: *Lloyd Antuerpia, Lloyd Cuiaba.*
03503---	Shofuku Kisen K.K.: *Sapporo Maru.*
03727---	Continental Oil Company: *TCB-304.*
03918---	Mobil Shipping and Transportation Company: *Mobil Refiner.*
04277---	C. W. Blakeslee & Sons, Inc.: *Blakeslee 85-0412.*
04404---	Lars Rej Johansen: *Joatlantic.*
04468---	Kotoshiromaru Gyogyo Kabushiki Kaisha: *Kotoshiromaru No. 17.*
04616---	Alaska-Shell, Incorporated: *ZB103A, Alaska-Shell, Deep Sea.*
04703---	Yokkaichi Enyo Gyogyo K.K.: *Nansei Maru No. 17.*
04771---	Texaco Canada Limited: *Texaco Warrior.*
04803---	Brent Towing Company Inc.: *C. R. Clements.*
05098---	Esso Tankers Inc.: *Esso Bilbao.*
05349---	Trans Caribbean Lines Inc.: *Carib Freeze.*
05378---	Gulf States Oil Transportation Company: *Gulf States 3002.*
06359---	Malaysian International Shipping Corporation Berhad: *Bunga Sepang, Bunga Dahlia.*
06409---	India Steamship Co., Ltd., *Indian Prosperity.*
07171---	Flensburger Ubersee-Schiffahrtsgesellshaft Jacob MBH & Co. KG: *Wera Jacob.*
07955---	Sadao Miyamoto: *Seisho Maru No. 8.*
08131---	Empresa Navegacion Caribe: *Capitan Alberto Fernandez.*
08765---	Landmo Shipping Services Limited: *Carmendale.*
08884---	Arctic Shipping Singapore (Pte.) Ltd.: *Theben.*
08964---	Houlder Brothers & Co. Ltd.: *Oswestry Grange.*
09332---	Van Camp Seafood Company, Division of Ralston Purina Company: *Pepesca 4.*
09430---	United Oriental Steamship Company: *Maulabaksh, Kaderbaksh, Iqbalbaksh.*
09561---	Ben Line Ship Management Ltd.: *Grey Fighter.*
09708---	Zapata Marine Service Limited S.A.: *Ambassador Service, Sovereign Service.*
09914---	Panagia Kea Castriani Companta Naviera S.A.: *Agelos Seraphim.*
09968---	Chemical Transportaion Company: *Chem-Tran I.*
09971---	Dong Il Shipping Co., Ltd., *Harujuji Maru.*
10013---	Ballenita S.A.: Ballenita.
10024---	K/S A/S Gassfart V/A/S Gassfart: *Nyhammer.*
10033---	Britain Steamship Company Ltd. & Bibby Tankers Limited: *Shropshire.*
10044---	Unibulk A/S: *Unibulk Pine,* Unibulk Pir.
10045---	Y. K. Kiyofuji Kaiun: *Seiwa Maru.*
10046---	Eurabia Shipping Agency Ltd.: *Eurabia Spring.*
10048---	White Seraya Shipping S.A.: *White Seraya.*
10049---	Sunrise Navigation Co., S.A.: *Sun Vega.*
10051---	Partenreederei MS "INO-J" *Seantrain.*

By The Commission.

FRANCIS C. HURNEY,
Secretary.

[FR Doc.75-9793 Filed 4-14-75;8:45 am]

FEDERAL POWER COMMISSION

[Docket No. CI75-576]

AMERADA HESS CORP.

Application

APRIL 8, 1975.

Take notice that on March 27, 1975, Amerada Hess Corporation (Applicant), 1200 Milam, 6th Floor, Houston, Texas 77002, filed in Docket No. CI75-576 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale for resale and delivery of natural gas in interstate commerce to Northern Natural Gas Company (Northern) from three wells located in the Eunice and Monument Fields, Lea County, New Mexico, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant proposes to sell approximately 34,900 Mcf of natural gas per month to Northern for a period of one year within the contemplation of § 2.70 of the Commission's General Policy and Interpretations (18 CFR 2.70). Applicant proposes to sell the gas to Northern at 60.0 cents per Mcf at 14.65 psia, subject to upward and downward Btu adjustment. Applicant states it seeks authorization for this limited term sale to ascertain the volumes of gas available for future sales.

Any person desiring to be heard or to make any protest with reference to said application should on or before April 25, 1975, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be

unnecessary for Applicant to appear or be represented at the hearing.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9694 Filed 4-14-75;8:45 am]

[Docket No. CI75-569]

BROWN AND McKENZIE, INC.

Application

APRIL 8, 1975.

Take notice that on March 26, 1975, Brown and McKenzie, Inc (Applicant), 1120 Three Greenway Plaza East, Houston, Texas 77046, filed in Docket No. CI75-569 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale for resale and delivery of natural gas in interstate commerce to Transcontinental Gas Pipeline Corporation (Transco) from the Iberville Land Co. Well No. 1 in the Happytown Field, St. Martin Parish, Louisiana, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant states that it commenced the sale of natural gas on March 17, 1975, within the contemplation of § 157.29 of the regulations under the Natural Gas Act (18 CFR 157.29) and proposes to continue said sale for one year from the expiration of the 60-day emergency period or the issuance an acceptance of a certificate, whichever shall occur first, within the contemplation of § 2.70 of the Commission's General Policy and Interpretations (18 CFR 2.70). Applicant proposes to sell approximately 45,000 Mcf of gas per month to Transco at 85.0 cents per Mcf at 15.025 psia, subject to downward Btu adjustment.

Any person desiring to be heard or to make any protest with reference to said application should on or before April 23, 1975, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9695 Filed 4-14-75;8:45 am]

[Docket No. RI75-112]

CERTAIN PRODUCER AND PIPELINE RESPONDENTS

Postponement of Prehearing Conference

APRIL 8, 1975.

On April 4, 1975, the Federal Power Bar Association filed a request to postpone the prehearing conference fixed by order issued March 28, 1975, in the above-designated matter.

Upon consideration, notice is hereby given that the prehearing conference in the above matter is postponed until May 7, 1975, at 10 a.m. (e.d.t.). The hearing date will remain as scheduled, May 20, 1975, at 10 a.m. (e.d.t.).

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9707 Filed 4-14-75;8:45 am]

[Docket No. RP75-85]

COLORADO INTERSTATE GAS CO.

Petition To Change Method of Accounting for Gas Storage Inventory

APRIL 9, 1975.

Take notice that Colorado Interstate Gas Company, a division of Colorado Interstate Corporation (CIG), on March 31, 1975, petitioned the Federal Power Commission for authority to change from the average cost to the last in, first out (LIFO) method of accounting for its underground storage gas inventory.

CIG states that the petition is made pursuant to § 1.7 of the Commission's rules of practice and procedure and to Paragraph "C" of Account 117, Part 201 of the Commission's Uniform System of Accounts for Natural Gas Companies. CIG states that it is requesting the change to the LIFO inventory method in order to minimize its invested capital in underground storage gas inventory. CIG estimates that the change would reduce its future inventory investment by approximately $2.5 million. CIG states that it is concurrently filing with the Commission in Docket No. RP75-86 a general rate increase applicable to its jurisdictional customers wherein CIG has used the LIFO inventory method for its test period underground storage inventories and requests that the Commission approve CIG's proposed change from the average cost to the LIFO method effective October 1, 1975, the date on which CIG's proposed jurisdictional rate increase is expected to become effective.

Copies of the petition have been served upon the Company's jurisdictional customers and other interested persons, including public bodies.

Any person desiring to be heard or to protest said filing should file a petition to intervene or protest with the Federal Power Commission, 825 North Capitol Street NE., Washington, D.C. 20426, in accordance with §§ 1.8 and 1.10 of the Commission's rules of practice and procedure (18 CFR 1.8, 1.10). All such petitions or protests should be filed on or before April 25, 1975. Protests will be considered by the Commission in determining the appropriate action to be taken but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a petition to intervene. Copies of this filing are on file with the Commission and are available for public inspection.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9696 Filed 4-14-75;8:45 am]

[Docket No. RP75-47-5]

COLUMBIA GAS TRANSMISSION CORP. AND E. I. DUPONT DE NEMOURS AND CO.

Order

APRIL 8, 1975.

Order denying petition for immediate interim extraordinary relief and extraordinary relief pendente lite, providing for hearing of petition for permanent extraordinary relief, establishing procedures and permitting interventions.

On March 5, 1975, E. I. DuPont de Nemours and Company (DuPont) filed a petition for extraordinary relief pursuant to § 1.7(b) of the Commission's rules of practice and procedure. Specifically, DuPont requests the Commission to issue an order directing Columbia Gas Transmission Corporation (Columbia) to deliver to its distributor affiliate, Columbia Gas of West Virginia, Inc. (Columbia of West Virginia), sufficient volumes of gas to enable the latter to supply DuPont's feedstock and process gas requirements of 39,400 Mcf per day. DuPont asks that the relief be granted pendente lite, and then for however long Columbia's pro rata curtailment plan remains in effect. In addition DuPont seeks immediate, temporary relief for the period March 10 through March 31, 1975, the latter date marking the end of Columbia's winter heating season. DuPont requests that, for this period, the Commission issue an order directing Columbia to increase its deliveries to Columbia of West Virginia to enable the distributor to serve DuPont with 34,400 Mcf per day.

On March 18, 1975, Columbia of West Virginia filed a petition of joinder pursuant to § 1.7(b) of the Commission's rules of practice and procedure. Columbia's purpose in filing its petition is to provide DuPont with proper standing to seek relief.

In support of its application DuPont avers that it presently requires approximately 24,000 Mcf per day as feedstock for the production of ammonia, which is used in the manufacture of fertilizer and other products; 2,000 Mcf per day as feedstock to produce carbon monoxide and hydrogen, which is used in the manufacture of herbicide and fiber intermediates as well as other chemical products; and 13,400 Mcf per day as process natural gas in the synthesis of the above products in its plant facilities located in Belle, West Virginia. As a result of increasing curtailment levels on the Columbia Transmission system, the Public Service Commission of West Virginia (PSC), in an order issued on September 27, 1974, in Case No. 7999, placed volumetric limitations on all large volume industrial customers of Columbia of West Virginia which, as an intrastate distributor, is subject to the jurisdiction of PSC. As a result of these limitations, DuPont's entitlement from Columbia of West Virginia was reduced from 60,000 Mcf per day to 42,000 Mcf per day. DuPont further avers that during the last three months of the 1974–75 heating season, it was curtailed by Columbia of West Virginia at a 55 percent level resulting in a shortfall in its winter period allocation of 20,320 Mcf per day. DuPont further states that it has attempted to minimize this shortfall by attempting to obtain other interstate gas supplies[1] and substitute fuels for feedstock and process purposes, but has only been able to reduce its shortfall to approximately 11,120 Mcf per day. Finally, DuPont notes, it has attempted to convert its process requirements to fuel oil, however, such conversion was estimated to require approximately two years.

On December 12, 1974, DuPont petitioned PSC for extraordinary relief in the amount of 19,400 Mcf per day through March 31, 1975. On February 7, 1975, PSC issued an interim order in which it found that because of the present unavailability of gas from Columbia of West Virginia's supplies and the large volume of additional gas requested, DuPont's petition for extraordinary relief would be denied and the 55 percent curtailment rate continued. DuPont sought rehearing of PSC's order on such petition because (1) the order was founded, in part, on the potential availability to DuPont of certain natural gas reserves in Texas, and upon the occurrence of several preconditions during the current heating season, and (2) but for PSC's order, Columbia of West Virginia would have reduced curtailment of all industries to a 40 percent level. On March 3, 1975, DuPont's petition for rehearing was also denied.

In order to avoid production cutbacks, DuPont states that it has used its winter curtailment allocation at a 30,200 Mcf per day rate instead of the average daily rate of 19,080 Mcf per day, and estimated that it would exhaust its winter curtailment allocation by March 10, 1975, well before the close of the winter heating season on March 31, 1975. On March 21, 1975, DuPont informed this Commission by telegram, that DuPont had, in fact, terminated the production of ammonia at its Belle plant since March 10, 1975. DuPont argues that such termination will result in irreparable injury to itself and those industries which rely on its essential products for their operation, and that the ongoing operation of Columbia Transmission's currently effective pro rata curtailment plan would continue to result in the delivery of volumes used as boiler fuel. The pleadings indicate to us that the shutdown of the Belle plant was the result of a deliberate choice made by DuPont. DuPont chose to take its winter allocation at the rate of 30,200 Mcf per day instead of at the average daily rate of 19,080 Mcf per day, and thereby exhausted its winter allocation 21 days ahead of schedule. It is nowhere alleged that DuPont would have had to shut its plant down had it chosen instead to operate at a reduced capacity through the winter. Nowhere in the pleadings are we given information regarding Columbia of West Virginia's flexibility to meet DuPont's present requirements. In its February 7th order, attached as Appendix B to DuPont's petition, PSC states that the forty other large industrials on Columbia of West Virginia's system could remain in operation even while bearing curtailment at varying rates of between 15 percent and 55 percent (Appendix B, p. 16). We are not told why all industrials, other than DuPont, should only be curtailed at 15 percent.

Under these circumstances we cannot grant DuPont's request for extraordinary relief pendente lite. Dupont's request for immediate extraordinary relief is moot since the winter heating season is over. We shall deny DuPont's request for relief pendente lite without prejudice to its refiling upon a proper showing by PSC as to the reasons for its order of February 7th. Nevertheless, we will order DuPont's request for permanent emergency relief for an expeditious evidentiary hearing. The evidence to be submitted by DuPont and any party supporting DuPont's application must be relevant and material to the following six issues.

First, DuPont is directed to demonstrate the technical infeasibility, if any, of plant conversion to permit the use of fuel oil instead of process gas and particularly the inability of DuPont to acquire No. 2 fuel oil with the requisite low sulfur and metallic content, and that such conversion cannot be implemented within a reasonable time.

Second, DuPont should present evidence on the use of its end products; where and for what agricultural purposes ammonia produced at the Belle plant is used, how much is exported; how and where the non-agricultural ammonia produced is used; how and where the carbon monoxide and hydrogen produced in the Girdler reaction are used; and relevant information on the several end products listed by DuPont on page three of its petition, and referred to on page two of this order.

Third, as additional evidence DuPont and other parties should submit any available evidence on the current and projected supply and demand for fertilizer and other ammonia based products. This evidence should include, but should not be limited to, forecasts for the 1975 Spring planting season.

Fourth, DuPont should present evidence on its current and future ability to obtain additional supplies of natural gas from any source of supply, interstate, or intrastate, including Columbia of West Virginia. In this regard, the Public Service Commission of West Virginia is invited to participate and, inter alia, present at the hearing the basis of its findings and order that all of the industrials, except for DuPont, served by Columbia of West Virginia should bear no more than a 15 percent pro rata curtailment.

Fifth, DuPont should present evidence demonstrating the feasibility, or the lack thereof, of alleviating the impact of curtailment through construction or lease of storage facilities, negotiation of exchange agreements, and production or purchase of liquefied natural gas or synthetic natural gas.

Finally, DuPont should present further evidence of its sales of anhydrous ammonia fertilizer for the past five years, its projected sales over the next two years, its current inventory of fertilizer, and its projected output from all its plants to meet its projected requirements.

Under the Commission's rules of practice and procedure, and General Policy and Interpretations, particularly sections 1.7(b) and 2.78(c), 18 CFR 1.7(b) and 2.78, Columbia of West Virginia's Petition of Joinder shall be construed as a petition for the requested relief on behalf of its customer DuPont. Additionally, DuPont's Petition for Extraordinary Relief shall be construed as a petition to intervene pursuant to § 1.8(b)(2), 18 CFR 1.8(b)(2), of the Commission's rules of practice and procedure.

Pursuant to notice issued on March 19, 1975, and subsequently published in the FEDERAL REGISTER, petitions for and notices of intervention were due on or before April 1, 1975. The Ohio Public Utilities Commission filed a timely notice of intervention, and timely protests were filed by Baltimore Gas and Electric Company and Columbia. Timely petitions for leave to intervene were filed by Elizabethtown Gas Company (including recommended conditions for any grant of immediate extraordinary relief); The Dayton Power and Light Company; Chas. Taylor Sons Company; Union Carbide Corporation; and jointly by Columbia Gas of Kentucky, Inc., Columbia Gas of Maryland, Inc., (together with a protest and request for hearing) Columbia Gas of New York, Inc., Columbia Gas of

[1] DuPont presently has a 5,000 Mcf per day supply contract with Cabot Corporation which expires in September of 1975; and is attempting to use propylene as a feedstock substitute at approximately 4,200 Mcf per day.

Ohio, Inc., Columbia Gas of Pennsylvania, Inc., Columbia Gas of Virginia, Inc.; Baltimore Gas and Electric Company; The Cincinnati Gas and Electric Company and The Union Light, Heat and Power Company; General Motors Corporation; Columbia (along with a request for a hearing); Standard Oil Company (Sohio); Washington Gas Light Company; and the Cities of Charlottesville and Richmond, Virginia.

The Commission finds: (1) Sufficient good cause does not exist nor would it be in the public interest to grant DuPont's request for interim extraordinary relief or to grant DuPont's request for extraordinary relief pendente lite.

(2) Sufficient good cause exists, and it is in the public interest to set for an expeditious, formal evidentiary hearing DuPont's request for permanent extraordinary relief from Columbia Transmission's pro rata curtailment plan, as hereinafter ordered.

(3) Participation in this proceeding by Columbia Gas of West Virginia, Inc., is required by the public interest.

(4) The participation of the above-named parties who have petitioned to intervene in this proceeding may be in the public interest.

The Commission orders: (A) Petitioner Columbia Gas of West Virginia, Inc. is hereby required to participate in this proceeding as a necessary party in interest, subject to the rules and regulations of this Commission.

(B) DuPont's requests for immediate, temporary extraordinary relief and for extraordinary relief pendente lite are hereby denied.

(C) DuPont and the above-named petitioners are hereby permitted to intervene in this proceeding subject to the rules and regulations of this Commission: Provided, however, That the participation of such intervenors shall be limited to matters affecting asserted rights and interests specifically set forth in said petitions for leave to intervene; and, provided, further, that the admission of such parties as intervenors shall not be construed as recognition by the Commission that they or any of them might be aggrieved because of any order or orders issued by the Commission in this proceeding.

(D) Columbia of West Virginia and DuPont should present inter alia evidence which is relevant and material to the following issues:

(1) The technical feasibility of conversion of DuPont's plant to use fuel oil instead of process gas, particularly the ability of DuPont to acquire No. 2 fuel oil with sufficiently low metallic and sulfur content, and the time and economic cost of bringing such converted process facilities on line operationally.

(2) DuPont should present evidence on the use of its end products; where and for what agricultural purposes ammonia produced at the Belle plant is used, how much is exported; how and where the non-agricultural ammonia produced is used; how and where the carbon monoxide and hydrogen produced in the girdler reaction are used; and relevant information on the several end products listed by DuPont on page three of its petition, and referred to on page two of this order.

(3) The degree of severity of the ammonia and fertilizer shortages, and particularly the current supply and demand projections for such products by both industry and government. This evidence should include, but should not be limited to, current projections for the Spring, 1975 planting season.

(4) The current and projected future ability of DuPont to obtain alternate sources of natural gas of either an inter or intrastate nature. The Public Service Commission of West Virginia is invited to attend the hearing and present evidence regarding, inter alia, its findings and order that Columbia of West Virginia's large industrial customers, other than DuPont, should be curtailed at a rate no higher than 15%.

(5) The technical feasibility of construction, or lease of storage facilities, negotiation of exchange agreements, or production or purchase of LNG or SNG.

(6) DuPont should present further evidence of its sales of anhydrous ammonia fertilizer for the past five years, its projected sales over the next two years, its current inventory of fertilizer, and its projected output from all its plants to meet its projected requirements.

(E) Pursuant to the authority of the Natural Gas Act, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act, a public hearing shall be held on April 22, 1975, at 10 a.m. (e.d.t.) in a hearing room of the Federal Power Commission, 825 North Capitol Street, NW, Washington, D.C., 20426, concerning the issues specified above and other relevant and material issues which the parties seek to raise.

(F) On or before April 14, 1975, Columbia of West Virginia, DuPont and any supporting party shall file with the Commission and serve on all parties, including Commission Staff, their testimony and exhibits in support of their positions including the six issues enumerated above.

(G) A Presiding Administrative Law Judge to be designated by the Chief Administrative Law Judge—See Delegation of Authority [18 CFR 3.5(d)]—shall preside at the hearing in this proceeding in accordance with the policies expressed in the Commission's rules of practice and procedure and the purposes expressed in this order.

By the Commission.

[SEAL] KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9698 Filed 4-14-75;8:45 am]

[Docket No. RP75-83]

COLORADO INTERSTATE GAS CO.

Petition To Adopt Normalized Accounting for Book and Rate Purposes

APRIL 9, 1975.

Take notice that Colorado Interstate Gas Company, a division of Colorado Interstate Corporation (CIG), on March 31, 1975, petitioned the Federal Power Commission for authority to adopt normalized accounting for liberalized tax depreciation for book and rate purposes on all of its utility property eligible for such treatment.

CIG states that the petition is made pursuant to the provisions of § 1.7 of the Commission's rules of practice and procedure and is intended both as a means of assisting CIG in its efforts to raise new capital as well as enhancing the quality of its present securities. CIG estimates the annual net effect of changing from the flow-through method currently in use to normalized accounting would be approximately $2.2 million. CIG is concurrently filing with the Commission in Docket No. RP75-86 a general rate increase applicable to its jurisdictional customers wherein CIG has utilized normalized accounting and requests that the Commission authorize such change to become effective October 1, 1975, the date on which the proposed rate increase is expected to become effective.

Copies of this petition have been served upon the Company's jurisdictional customers and other interested persons, including public bodies.

Any person desiring to be heard or to protest said filing should file a petition to intervene or protest with the Federal Power Commission, 825 North Capitol Street, NE., Washington, D.C. 20426, in accordance with §§ 1.8 and 1.10 of the Commission's rules of practice and procedure (18 CFR 1.8, 1.10). All such petitions or protests should be filed on or before April 25, 1975. Protests will be considered by the Commission in determining the appropriate action to be taken but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a petition to intervene. Copies of this filing are on file with the Commission and are available for public inspection.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9697 Filed 4-14-75;8:45 am]

[Docket No. RP74-100; PGA 75-8]

NATIONAL FUEL GAS SUPPLY CORP.

Order

APRIL 9, 1975.

Order accepting for filing and suspending proposed PGA rate increase, requiring modification of rates, requiring modification of PGA clause, and permitting refiling of revised rates.

On February 25, 1975, National Fuel Gas Supply Corporation (National Fuel Supply) filed herein a proposed PGA rate increase of $6.5 million annually to recover the increased cost of gas purchased from five pipeline suppliers, one major producer, and numerous small producers. National Fuel Supply requests waiver of the Commission's applicable regulations to permit the proposed increased rates to become effective on March 1, 1975.

Notice of National Fuel Supply's filing was issued on March 7, 1975, providing for protests or petitions to intervene to be filed on or before March 20, 1975. No protests, petitions to intervene, or other comments have been received in response to the notice.

A review of the company's filing discloses certain facts which require that the proposed rates be suspended and made subject to refund. The proposed rates are predicated, in part, on small producer purchases at rates in excess of the level established by Opinion No. 699–H.[1] In addition the proposed rates are based in part, on an erroneous calculation of the applicable rate from Valley Gas Transmission, Inc. This error pertains to the proper cost and rate effect of Valley's payment of Louisiana severance taxes.

In light of the foregoing, National Fuel Supply's proposed rates have not been shown to be just and reasonable, and they will therefore be suspended for one day and permitted to become effective thereafter on March 2, 1975. The amount of error in determining the Valley Gas rate is minor and insufficient to justify rejection of the present filing. However National Fuel will be required to resubmit revised rates within 15 days reflecting the proper calculation of the Valley Gas rate.

We further find that National Fuel Supply's tariff PGA clause should be modified to properly reflect the operations of the company following the realignment of United Natural Gas Company, Pennsylvania Gas Company, and Iroquois Gas Corporation into National Fuel Gas Supply Corporation and National Fuel Gas Distribution Corporation.[2] The applicant supply corporation's PGA clause is patterned after that of its predecessor United Natural Gas Company. Since United Natural purchased only from pipeline suppliers, its PGA clause, and consequently that of the present applicant, permitted filing of a PGA rate increase whenever a change in the weighted average cost of purchased gas exceeds one tenth of a cent. However pursuant to Commission Order No. 452 (47 FPC 1049, 1510), pipeline and producer purchases must be computed separately, and producer-related increases may not be filed more often than once every six months. Since the corporate realignment National Fuel Supply has taken over Iroquois' purchases of gas from producers. As a result, producer supplies now account for almost 10 percent of National Fuel Supply's total gas purchases. It is therefore necessary that National Fuel Supply's PGA clause be revised so as to require separate computation of pipeline and producer PGA rate increases, and to permit the filing of producer-related increases only semi-annually and pipeline-related increases whenever the one mill requirement is met.

Finally, we will permit the filing by National Fuel Supply of revised PGA rates to become effective on March 1, 1975, provided the amounts of small producer rates in excess of the levels authorized in Opinion 699–H are eliminated, and provided the necessary correction is made for the Valley Gas rate. The effect of this procedure will be to make subject to refund only the small producer rates in excess of the authorized levels.

National Fuel Supply requests waiver of the Commission's regulations governing effective date on the ground it received insufficient notice from its suppliers to permit the proposed rates herein to be filed 45 days prior to the effective date of the suppliers' rate increases. We find that good cause exists for waiver of the regulations in this instance.

The Commission orders: (A) National Fuel Supply's proposed PGA rate increase, as filed herein on February 25, 1975, and as set forth on Second Revised Sheet No. 4 to its FPC Gas Tariff, Original Volume No. 1, is hereby suspended for one day and the Commission's applicable regulations are waived to permit the proposed rates to become effective thereafter on March 2, 1975.

(B) Within 15 days from the date of this order National Fuel Supply shall file revised rates reflecting the corrected rate for gas purchased from Valley Gas.

(C) Within 30 days from the date of this order National Fuel Supply shall submit a revised tariff PGA clause in accordance with the terms of Order No. 452 and of this order.

(D) National Fuel Supply is hereby permitted to file, within 15 days from the date of this order, revised rates in accordance with the terms of this order, to be effective March 1, 1975.

(E) The Secretary shall cause prompt publication of this order in the FEDERAL REGISTER.

By the Commission.

[SEAL] KENNETH F. PLUMB, *Secretary.*

[FR Doc.75-9699 Filed 4-14-75;8:45 am]

[Docket Nos. E-9136; E-9140]

NEW ENGLAND POWER CO.

Order Granting Late Intervention

APRIL 8, 1975.

On November 29, 1974, The New England Power Company (NEPCO) tendered for filing a proposed rate increase to its primary service for resale customers (Rate R–9). NEPCO's filing was noticed by the Commission on December 5, 1974, with protests and petitions to intervene due on or before December 23, 1974.

An untimely petition to intervene was filed by Green Mountain Power Corporation on March 6, 1975.

Having reviewed the above petition to intervene, we believe that the petitioner has sufficient interest in the proceedings to warrant intervention.

The Commission finds: It is desirable and in the public interest to allow the above-named petitioner to intervene.

The Commission orders: (A) The above-named petitioner is hereby permitted to intervene in these proceedings subject to the rules and regulations of the Commission; Provided, however, That participation of such intervenor shall be limited to matters affecting asserted rights and interests as specifically set forth in the petition to intervene; and Provided, further, That the admission of such intervenor shall not be construed as recognition by the Commission that they might be aggrieved because of any order or orders of the Commission entered in this proceeding.

(B) The intervention granted herein shall not be the basis for delaying or deferring any procedural schedules heretofore established for the orderly and expeditious disposition of this proceeding.

(C) The Secretary shall cause prompt publication of this order in the FEDERAL REGISTER.

By the Commission.

[SEAL] KENNETH F. PLUMB, *Secretary.*

[FR Doc.75-9700 Filed 4-14-75;8:45 am]

[Docket No. RP75-87]

NORTHERN NATURAL GAS CO.

Petition for Expedited Hearing and Expedited Decision

APRIL 8, 1975.

Take notice that on March 31, 1975, Northern Natural Gas Company (Northern) filed a Petition For Expedited Hearing and Expedited Decision Regarding Payments to Exxon Company, U.S.A. For Gas Purchase Rights in the Prudhoe Bay Area of Alaska and in the Offshore Area of the Gulf of Mexico.

Northern states that it has executed what it designates as the Prudhoe Oil Pool Gas agreement with Exxon, pursuant to which Northern may acquire up to 2 Tcf of gas from a 25 percent share of Exxon's interest in the Prudhoe Alaska Field and that, as a part of this agreement, Northern may be required to make payments to Exxon eventually aggregating as much as $300 million dollars.

Northern also recites that it has executed what it designated as the Offshore Options agreement with Exxon, pursuant to which Northern has the option to purchase 30 percent of the anticipated gas production from approximately 35,000 acres of offshore Gulf of Mexico leases to be developed by Exxon. According to Northern, the estimated amount of the payments required of Northern under this agreement are as yet undetermined, although Northern alleges they will be substantial, and are expected to approximate $800,000 during the calendar year 1975.

[1] Issued December 4, 1974, in Docket No. R–389B.

[2] Iroquois Gas Corporation; *et al.*, Docket Nos. CP73-294 and CP74-211, order issued May 10, 1974; further order issued July 10, 1974.

Northern also states that as consideration for the rights Exxon has granted Northern, Northern has agreed to include Area Rate, Excess Royalty Reimbursement, and Deregulation provisions in existing gas purchase contracts between Northern and Exxon in the States of Texas, New Mexico and Kansas.

Northern states that under the Prudhoe Oil Pool Gas agreement it is required to proceed diligently to obtain satisfactory rate and accounting authorization from this Commission related to the sums paid thereunder and any other authorizations to effectuate the intent of the parties. Northern also states that its payments to Exxon under the Offshore Agreement are conditioned upon Northern's receiving satisfactory FPC rate and accounting authorization for such payments.

Northern requests an expedited hearing and that the Commission thereafter promptly hold and order, first, that Northern is authorized to collect in rates the cost of service effect of the payments made, and to be made by Northern under its agreements of January 30, 1975 with Exxon, second, that the annual adjustment of Northern's rates for this purpose is appropriate, and third, that Northern is granted authorization, for accounting purposes, to defer that amount of the semiannual payments required by the Exxon agreements which is in excess of the level of payments reflected in current rates from time to time until such amount is reflected in Northern's rates at which time such payments begin to be amortized monthly to expense.

Any person desiring to be heard or to protest said Petition should file a petition to intervene or protest with the Federal Power Commission, 825 North Capitol Street NE., Washington, D.C. 20426, in accordance with §§ 1.8 and 1.10 of the Commission's rules of practice and procedure (18 CFR 1.8, 1.10). All such petitions or protests should be filed on or before April 22, 1975. Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a petition to intervene. Copies of this petition are on file with the Commission and are available for public inspection.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9701 Filed 4-14-75;8:45 am]

[Docket No. CP74-207]

PACIFIC INDONESIA LNG CO. AND WESTERN LNG TERMINAL CO.

Amendment to Application

APRIL 8, 1975.

Take notice that on March 26, 1975, Pacific Indonesia LNG Company (PacIndonesia) and Western LNG Terminal Company (Terminal Company), 720 West Eighth Street, Los Angeles, California 90017,[1] filed in Docket No. CP74-207 an amendment to the application filed by PacIndonesia in that docket on February 15, 1974,[2] pursuant to section 7(c) of the Natural Gas Act in order to include Terminal Company as a party applicant in the subject docket, all as more fully set forth in the amendment to application which is on file with the Commission and open to public inspection.

By its application of February 15, 1974, PacIndonesia seeks authorization to construct and operate terminal facilities at Oxnard, California, for liquefied natural gas (LNG) which it proposes to import from the Republic of Indonesia and to sell the regasified LNG to Southern California Gas Company (SoCal). Subsequent to the filing of said application, Applicants state, PacIndonesia and Terminal Company entered into an agreement which provides, inter alia, that Terminal Company will provide the service and facilities for the receipt, storage and regasification of the LNG that PacIndonesia proposes to import and for the delivery of the regasified LNG to SoCal.[3] Applicants claim that the facilities proposed to be built by Terminal Company at Oxnard are similar to the facilities originally proposed to be built by PacIndonesia. Applicants state that the instant amendment is filed to reflect Terminal Company's role in PacIndonesia's application in this docket.

Any person desiring to be heard or to make any protest with reference to said amendment should on or before April 24, 1975, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (18 CFR 157.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules. Persons who have heretofore filed petitions to intervene, notices of intervention or protests to the granting of the subject application need not file again.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9702 Filed 4-14-75;8:45 am]

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[1] Both parties are wholly owned subsidiaries of Pacific Lighting Corporation.

[2] Notice of the application by PacIndonesia was published in the FEDERAL REGISTER on March 7, 1974 (39 FR 8964).

[3] Terminal Company filed on September 17, 1974, in Docket No. CP75-83 an application requesting certification, *inter alia*, of such service and facilities.

[Docket No. RP72-91 (Phase II), et al.; AP 5-16-74]

SOUTHERN NATURAL GAS CO.

Further Postponement of Hearing

APRIL 8, 1975.

On March 24, 1975, Southern Natural Gas Company filed a motion to extend the hearing date fixed by order issued July 19, 1974, as most recently modified by notice issued February 26, 1975, in the above-designated matter. The motion states that the parties have been notified and have no objection.

Upon consideration, notice is hereby given that the hearing date in the above matter is postponed until June 9, 1975, at 10 a.m. (e.d.t.).

By direction of the Commission.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9703 Filed 4-14-75;8:45 am]

[Docket No. RP74-71-2]

SOUTHERN NATURAL GAS CO.

Proposed Settlement Agreement

APRIL 8, 1975.

Take notice that on February 12, 1975, the Administrative Law Judge in the proceeding in Docket No. RP74-71-2 (Phase II) certified to the Commission for action a proposed settlement agreement. The said proceeding involved the complaint of Southern Natural Gas Company (Southern) on July 23, 1974 that Atlanta Gas Light Company (Atlanta) had continued to take up to 90,000 Mcf/d at its Newnan-Yates delivery point without a commensurate reduction in its takes for the City of Atlanta Delivery Area as had been ordered by the Commission on July 9, 1974 and clarified on July 18, 1974.

The initial request by Atlanta for emergency relief from Southern's curtailment plan was made, pursuant to § 9.5 of Southern's curtailment plan, for a period of 15 days. Southern notified the Commission and began the delivery of the 90,000 Mcf/d on June 24, 1974. The Commission thereafter promptly initiated hearings regarding the priority of the 15 day emergency sales. These hearings culminated in an initial decision on November 26, 1974.

On July 2, 1974, Atlanta stated in a letter to the Commission that Georgia Power had requested emergency deliveries of 90,000 Mcf/d at the Yates Power Plant to be continued for an additional 30 days beyond the original 15-day period.

The Commission subsequently issued a letter order on July 9, 1974 and a clarifying letter order on July 18, 1974 authorizing the emergency deliveries for an additional 30-day period, subject to certain conditions. A dispute arose as to volumes of natural gas Atlanta was entitled to receive in the Atlanta Area under the conditions of the Commission's letter orders. On the July 24, 1974, the

Commission issued an order entitled Order Denying Enforcement Of Tariff Provisions And Requiring Reports and on September 20, 1974 the Commission denied Atlanta's petition for rehearing of that order.

Thereafter on October 21, 1974, Atlanta filed a Petition for Rehearing and Reconsideration (of the September 20 order), Or in the Alternative Petition for Waiver, and Request for Hearing. The Commission by order of December 4, 1974, denied rehearing, but remanded the overrun penalty and pay-back issues for hearing. The hearing was begun and terminated on February 4, 1975. At that time, the subject settlement agreement was proposed and submitted for certification. No party takes exception to this agreement.

This settlement agreement disposes of the following proceedings or portions thereof: (1) Docket No. RP74-71-2, with respect to emergency deliveries during the period of July 9, 1974, through August 8, 1974, and (2) the appeal pending in the United States Court of Appeals for the District of Columbia in No. 74-2037.

This agreement proposes that Atlanta be required to repay 285,937 Mcf at 14.73 psia to Southern. This volume represents all emergency deliveries by Southern to Atlanta for Plant Yates not offset by a reduction in takes by Atlanta from Southern during the period commencing on July 9, 1974, and extending through August 8, 1974. Upon completion of this repayment, Atlanta would have no further repayment obligation arising from the days in question, including the payment of monetary penalties. Atlanta would repay the subject gas during a period of 30 days commencing on July 9, 1975. Atlanta agrees to reduce its deliveries of gas to the Georgia Power Plant served by Atlanta from the Atlanta Area Delivery Point which will result in a reduction in Atlanta's takes from Southern to the Atlanta Area Delivery Point by 9,531 Mcf each day during the aforementioned 30-day period. Atlanta's reduction in deliveries to the aforementioned Georgia Power Plant shall be measured on the basis that the daily requirements of such plant for gas are 125,000 Mcf at 14.73 psia. Within 15 days following the repayment period specified in the agreement, Atlanta will provide Southern a verified report, with a copy thereof to the Commission, showing the daily reduction in its gas delivered to the power plant of Georgia Power served from the Atlanta Gas Delivery Point by an amount equal to the reduction of daily deliveries provided in the agreement. After a Commission order approving all the terms and conditions of the proposed settlement agreement has become final and no longer subject to appeal, Atlanta will promptly withdraw its petition for review in Case No. 74-2037 pending in the United States Court of Appeals for the District of Columbia Circuit.

Any person, including the parties to this proceeding, wishing to file comments either in support or against this proposed settlement should file them with the Commission on or before April 18, 1975.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9704 Filed 4-14-75;8:45 am]

[Docket No. CP 75-272]

TRUNKLINE GAS CO.

Application

APRIL 8, 1975.

Take notice that on March 17, 1975, Trunkline Gas Company (Applicant), P.O. Box 1642, Houston, Texas 77001, filed in Docket No. CP 75-272 an application pursuant to section 7(c) of the Natural Gas Act, as implemented by § 157.7(b) of the regulations thereunder (18 CFR 157.7 (b)), for a certificate of public convenience and necessity authorizing the construction during the 12-month period commencing March 10, 1975, and operation of certain natural gas purchase facilities, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

The purpose of this budget-type application is to augment Applicant's ability to take into its certificated main line pipeline system such natural gas which is or may become available due to expansion, development or production of existing or new sources of supply in the general area of its system or to connect such gas to the system of another natural gas company authorized to transport for or exchange with Applicant such gas.

Applicant states that the total cost of the proposed facilities will not exceed $10,000,000, with no single onshore project to exceed $1,500,000 and no single offshore project to exceed $2,500,000. Applicant states that the proposed facilities will be financed from funds on hand.

Any person desiring to be heard or to make any protest with reference to said application should on or before April 21, 1975, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (18 CFR 157.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9705 Filed 4-14-75;8:45 am]

[Docket No. E-8025]

UPPER PENINSULA GENERATING CO.

Application

APRIL 8, 1975.

Take notice that on April 2, 1975, Upper Peninsula Generating Company (Applicant) filed a supplemental and amended application with the Federal Power Commission seeking authority, pursuant to section 204 of the Federal Power Act, to issue additional short-term notes of a principal amount of up to $5 million. Approval of the application would authorize the Applicant to issue short-term notes up to a total principal amount of $20 million outstanding at any one time.

The Applicant is incorporated under the laws of the State of Michigan, with its principal business office at Houghton, Michigan. The Applicant is engaged in the generation of electric energy for sale to its owners, the Upper Peninsula Power Company and Cliffs Electric Service Company.

The Applicant has proposed to issue unsecured promissory notes, payable to such bank or banks from which the Applicant may borrow, for periods not exceeding 12 months from the date of original issue or renewal thereof. The notes will be issued on or before July 1, 1975 and will have a maturity date not later than July 1, 1976. The interest rate on the notes to be issued will be at a rate not exceeding one-quarter of one percent above the prime rate in effect at the time of issue. The notes will not be subject to resale to the public.

The proceeds from the sale of the notes will be used, pending permanent financing, to finance the continuation of the Applicant's construction program and the purchase of coal supplies through July 1, 1975.

Any person desiring to be heard or to make any protest with reference to said application should on or before April 25, 1975. Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a petition to intervene. Copies of this filing are on file

with the Commission and are available for public inspection.

KENNETH F. PLUMB,
Secretary.

[FR Doc.75-9706 Filed 4-14-75;8:45 am]

FEDERAL RESERVE SYSTEM

AMERIBANC, INC.

Acquisition of Bank

Ameribanc, Inc., St. Joseph, Missouri, has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire 90 percent or more of the voting shares of Exchange Bank of Richmond, Richmond, Missouri. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Kansas City. Any person wishing to comment on the application should submit views in writing to the Reserve Bank to be received not later than May 9, 1975.

Board of Governors of the Federal Reserve System, April 8, 1975.

[SEAL] THEODORE E. ALLISON,
Secretary of the Board.

[FR Doc.75-9717 Filed 4-14-75;8:45 am]

CITIZENS STATE BANCORP, INC.

Formation of Bank Holding Company

Citizens State Bancorp, Inc., Manhattan, Kansas, has applied for the Board's approval under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) to become a bank holding company through acquisition of 80 per cent or more of the voting shares of Citizens State Bank & Trust Co., Manhattan, Kansas. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Citizens State Bancorp, Inc., Manhattan, Kansas has also applied, pursuant to section 4(c)(8) of the Bank Holding Company Act (12 U.S.C. 1843(c)(8)) and § 225.4(b)(2) of the Board's Regulation Y, for permission to engage in the sale of credit life and credit accident and health insurance directly related to extensions of credit by Citizens State Bank & Trust Co., Manhattan, Kansas. Notice of the application was published on December 19, 1974, in The Manhattan Mercury, a newspaper circulated in Manhattan, Kansas. Such activities have been specified by the Board in § 225.4(a) of Regulation Y as permissible for bank holding companies, subject to Board approval of individual proposals in accordance with the procedures of § 225.4(b).

Interested persons may express their views on the question whether consummation of the proposal can "reasonably be expected to produce benefits to the public, such as greater convenience, increased competition, or gains in efficiency, that outweigh possible adverse effects, such as undue concentration of resources, decreased or unfair competition, conflicts of interests, or unsound banking practices." Any request for a hearing on this question should be accompanied by a statement summarizing the evidence the person requesting the hearing proposes to submit or to elicit at the hearing and a statement of the reasons why this matter should not be resolved without a hearing.

The application may be inspected at the offices of the Board of Governors or at the Federal Reserve Bank of Kansas City.

Any views or requests for hearing should be submitted in writing and received by the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, not later than May 7, 1975.

Board of Governors of the Federal Reserve System, April 4, 1975.

[SEAL] THEODORE E. ALLISON,
Secretary of the Board.

[FR Doc.75-9716 Filed 4-14-75;8:45 am]

FIRST SECURITY CORP.

Acquisition of Bank

First Security Corporation, Salt Lake City, Utah, has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)) to acquire 100 percent (less directors' qualifying shares) of the voting shares of First Security State Bank of Kaysville, Kaysville, Utah, a proposed new bank. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of San Francisco. Any person wishing to comment on the application should submit views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than May 9, 1975.

Board of Governors of the Federal Reserve System, April 8, 1975.

[SEAL] THEODORE E. ALLISON,
Secretary of the Board.

[FR Doc.75-9715 Filed 4-14-75;8:45 am]

GOOSE RIVER HOLDING CO.

Order Approving Formation of Bank Holding Co.

Goose River Holding Company, Mayville, North Dakota, has applied for the Board's approval under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) of formation of a bank holding company through acquisition of 93.1 percent or more of the voting shares of The Goose River Bank, Mayville, North Dakota ("Bank").

Notice of the application, affording opportunity for interested persons to submit comments and views, has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired, and the Board has considered the application and all comments received in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant is a non-operating corporation organized for the purpose of becoming a bank holding company through the acquisition of Bank. Bank (deposits of $12.3 million), the only bank in Mayville, is the second largest of five banks in the relevant market, approximated by Traill County, and holds 28.8 percent of the commercial bank deposits in the market.[1] Traill County (population of approximately 10,000) is a predominantly agricultural area in the east central portion of North Dakota directly adjacent to the Minnesota border. Since the proposal is essentially a restructuring of Bank's ownership whereby the ownership of Bank will be shifted from individuals to a corporation owned by the same individuals, consummation of the proposal would eliminate neither existing or potential competition, nor would it increase the concentration of banking resources in any relevant area. Accordingly, on the basis of the facts of record, the Board regards competitive considerations involved in the proposal as being consistent with approval of the application.

The financial and managerial resources and future prospects of Applicant are dependent upon those of Bank, which are considered to be generally satisfactory. Bank's projected income appears adequate to service the debt that will be incurred by Applicant as an incident to the acquisition. Therefore, considerations relating to the banking factors are consistent with approval of the application. Although consummation of the transaction is not expected to produce any immediate changes in Bank's operations nor immediate benefits to the public, considerations relating to the convenience and needs of the community to be served are consistent with approval of the application. It is the Board's judgment that the acquisition would be consistent with the public interest and that the application should be approved.

On the basis of the record,[1a] the application is approved for the reasons summarized above. The transaction shall not be made (a) before the thirtieth calendar day following the effective date of this Order or (b) later than three months after the effective date of this Order, unless such period is extended for good cause by the Board or by the Federal Reserve Bank of Minneapolis pursuant to delegated authority.

[1] All banking data are as of June 30, 1974.

[1a] Dissenting Statement of Vice Chairman Mitchell & Governor Wallich filed as part of the original document. Copies available upon request to the Board of Governors of the Federal Reserve System, Washington, D.C. 20551, or to the Federal Reserve Bank of Minneapolis.

By order of the Board of Governors,[2] effective April 7, 1975.

[SEAL] THEODORE E. ALLISON,
Secretary of the Board.

[FR Doc.75-9712 Filed 4-14-75;8:45 am]

HOMEWOOD BANCORPORATION, INC.

Order Approving Formation of Bank Holding Company

Homewood Bancorporation, Inc., Homewood, Illinois, has applied for the Board's approval under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) of formation of a bank holding company through acquisition of 95.16 percent of the voting shares of the Bank of Homewood, Homewood, Illinois ("Bank").

Notice of the application, affording opportunity for interested persons to submit comments and views, has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired, and the application and all comments received have been considered in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant, a non-operating company with no subsidiaries, was organized for the purpose of becoming a bank holding company through the acquisition of Bank. Bank, with deposits of $31.4 million,[3] is the larger of two banks in Homewood and ranks 273rd in the State with 0.06 percent of the deposits. Bank, which is located in the southern portion of the Chicago banking market,[4] ranks 156th and accounts for less than one percent of the deposits of banks in the market. Numerous other banking alternatives are available in the area. Since the purpose of the proposed transaction is essentially a corporate reorganization to transfer control of Bank from individuals to a corporation controlled by the same individuals, consummation of the proposal would not significantly affect existing or potential competition, or have any undue adverse effect on other banks in the area. Accordingly, competitive considerations are consistent with approval of the application.

The financial and managerial resources and future prospects are generally satisfactory. Although Applicant will incur debt in acquiring Bank, it appears that income from Bank will provide sufficient revenue to service the debt without unduly burdening the capital position of Bank. Therefore, financial and managerial considerations are deemed to be consistent with approval of the application.

Applicant plans several improvements in Bank's services and facilities, including changes in deposit interest rates and minimum requirements, increased emphasis on consumer installment and commercial lending, and remodeling of Bank's building. Therefore, convenience and needs considerations lend weight toward approval of the application. It has been determined that consummation of the proposal would be in the public interest and that the application should be approved.

On the basis of the record, the application is approved for the reasons summarized above. The transaction shall not be made (a) before the thirtieth calendar day following the effective date of this Order, or (b) later than three months after the effective date of this Order, unless such period is extended for good cause by the Board, or by the Federal Reserve Bank of Chicago, pursuant to delegated authority.

By order of the Secretary of the Board, acting pursuant to delegated authority from the Board of Governors, effective April 8, 1975.

[SEAL] THEODORE E. ALLISON,
Secretary of the Board.

[FR Doc.75-9718 Filed 4-4-75;8:45 am]

ORWIG AND COMPANY, INC.

Acquisition of Bank

Orwig and Company, Inc., Kansas City, Missouri, has applied for the Board's approval under section 3(a)(5) of the Bank Holding Company Act (12 U.S.C. 1842(a)(5)) to acquire through merger, 100 per cent of the voting shares of Merchants Investors, Inc., Kansas City, Missouri. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Orwig and Company, Inc., is also engaged in the following nonbank activity: holding and leasing certain real property. In addition to the factors considered under section 3 of the Act (banking factors), the Board will consider the proposal in the light of the company's nonbanking activities and the provisions and prohibitions in section 4 of the Act (12 U.S.C. 1843). Orwig and Company, Inc. has claimed an exemption under section 4(c)(ii) of the Act (12 U.S.C. 1843(c)(ii)) relating to the acquisition of or engaging in nonbanking activities. This question will be considered in acting upon the subject application.

The application may be inspected at the office of the Board of Governors of the Federal Reserve Bank of Kansas City. Any person wishing to comment on the application should submit views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than May 8, 1975.

Board of Governors of the Federal Reserve System, April 7, 1975.

[SEAL] THEODORE E. ALLISON,
Secretary of the Board.

[FR Doc.75-9711 Filed 4-14-75;8:45 am]

VICTORIA BANKSHARES, INC.

Proposed Acquisition of Central Computers, Inc.

Victoria Bankshares, Inc., Victoria, Texas, has applied, pursuant to section 4(c)(8) of the Bank Holding Company Act (12 U.S.C. 1843(c)(8)) and § 225.4(b)(2) of the Board's Regulation Y, for permission to acquire voting shares of Central Computers, Inc., Victoria, Texas. Notice of the application was published in the following newspapers:

Date	Newspaper	Circulated in
Mar. 12, 1975	The Victoria Advocate.	Victoria, Tex.
Do	Refugio County Press.	Refugio, Tex.
Do	The Port Lavaca Wave.	Calhoun, Tex.
Mar. 13, 1975	The Karnes City Citation.	Karnes, Tex.
Do	Gonzales Inquirer	Gonzales, Tex.
Mar. 20, 1975	Edna Herald	Jackson, Tex.
Mar. 12, 1975	Wharton Journal-Spectator.	Wharton, Tex.
Mar. 13, 1975	Beeville Bee Picayune.	Bee, Tex.
Do	The Colorado County Citizen.	Colorado, Tex.
Mar. 12, 1975	The Cuero Daily Record.	DeWitt, Tex.

Applicant states that the proposed subsidiary would engage in the following activities: Providing bookkeeping and data processing services for the internal operations of Victoria Bankshares, Inc. and its subsidiaries, and storing and processing other banking, financial, or related economic data, such as performing payroll, accounts receivable or payable, or billing services. Such activities have been specified by the Board in § 225.4(a) of Regulation Y as permissible for bank holding companies, subject to Board approval of individual proposals in accordance with the procedures of § 225.4(b).

Interested persons may express their views on the question whether consummation of the proposal can "reasonably be expected to produce benefits to the public, such as greater convenience, increased competition, or gains in efficiency, that outweigh possible adverse effects, such as undue concentration of resources, decreased or unfair competition, conflicts of interests, or unsound banking practices." Any request for a hearing on this question should be accompanied by a statement summarizing the evidence the person requesting the hearing proposes to submit or to elicit at the hearing and a statement of the reasons why this matter should not be resolved without a hearing.

The application may be inspected at the offices of the Board of Governors or at the Federal Reserve Bank of Dallas.

Any views or requests for hearing should be submitted in writing and received by the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, not later than May 9, 1975.

[2] Voting for this action: Governors Sheehan, Holland and Bucher. Voting against this action: Vice Chairman Mitchell and Governor Wallich. Absent and not voting: Chairman Burns and Governor Coldwell.

[3] All deposit data are as of June 30, 1974.

[4] The Chicago banking market includes all banks in Cook and DuPage Counties plus several banks in Lake County, Illinois.

Board of Governors of the Federal Reserve System, April 8, 1975.

[SEAL] THEODORE E. ALLISON,
Secretary of the Board.

[FR Doc.75-9719 Filed 4-14-75;8:45 am]

GENERAL ACCOUNTING OFFICE

FEDERAL ENERGY ADMINISTRATION

Receipt and Approval of Regulatory Reports Review Proposals

The following request for emergency clearance of a report intended for use in collecting information from the public was received by the Regulatory Reports Review Staff, GAO, on March 19, 1975. See U.S.C. 3512 (c) and (d). The purpose of publishing this notice in the FEDERAL REGISTER is to inform the public of such receipt and the action taken by GAO.

FEDERAL ENERGY ADMINISTRATION

Request was made for approval of FEA form C-604-S-0, "Reconversion of Electric Powerplants to Coal Use". The information to be collected by this form will be used to support FEA's implementation of the Energy Supply and Environmental Coordination Act which prohibits any powerplant from burning gas or oil as its primary energy source.

The Act expires June 30, 1975, and with it the authority for issuing reconversion orders to major fuel burning installations. In order to publish the reconversion orders by June 30, FEA must get responses from some 62 powerplants by early May. In view of the severe time constraints of the program, they have requested that GAO provide emergency clearance thereby giving respondents and FEA an adequate amount of time.

GAO has provided clearance of FEA form C-604-S-0 under number B-181254 (S75021). This clearance expires June 30, 1975.

NORMAN F. HEYL,
Regulatory Reports Review Officer.

[FR Doc.75-9746 Filed 4-14-75;8:45 am]

FEDERAL ENERGY ADMINISTRATION

Receipt and Approval of a Proposed Regulatory Report

The following request for emergency clearance of a proposed report intended for use in collecting information from the public was received by the Regulatory Reports Review Staff, GAO, on March 24, 1975. See 44 U.S.C. 3512 (c) and (d). The purpose of publishing this notice in the FEDERAL REGISTER is to inform the public of such receipt and the action taken by GAO.

FEDERAL ENERGY ADMINISTRATION

Request was made for approval of the report "Major Fuel Burning Installation Coal Conversion Report". The report is required to be filed for any installation other than a powerplant that has or is a fossil-fuel fired boiler, burner, or other combustor of fuel, or any combination thereof at a single site, that has individually or in combination, a design firing rate of 100 million BTU's per hour or greater, and includes any person who owns, leases, operates, controls or supervises any such installation or unit. This information is to be used to examine the feasibility and effect of issuing orders to specified major fuel burning installations prohibiting them from burning oil or natural gas.

The Energy Supply and Environmental Coordination Act of 1974 authorizes FEA to issue prohibition orders to certain major fuel burning installations, other than power plants, to prohibit them from burning natural gas or petroleum products as their primary energy source. This survey comprises a significant part of the Office of Fuel Utilization's effort to identify candidates for coal conversion in both the utility and industrial sector and subsequently issue mandatory orders prohibiting the burning of oil and natural gas at designated installations. The act expires June 30, 1975, and with it the authority for issuing prohibition orders to major fuel burning installations. In order to publish the prohibition orders by June 30, FEA stated that it would be necessary to receive completed responses by the first week in May. In view of the severe time constraints of the program, FEA requested that GAO provide emergency clearance thereby giving respondents and FEA an adequate amount of time. FEA stated that the burden on respondents is estimated to average 10.5 hours per report.

GAO provided clearance of this collection of information under number B-181254 (S75022) on April 3, 1975. This clearance expires June 30, 1975.

NORMAN F. HEYL,
Regulatory Reports Review Officer.

[FR Doc.75-9745 Filed 4-14-75;8:45 am]

GENERAL SERVICES ADMINISTRATION

REGIONAL PUBLIC ADVISORY PANEL ON ARCHITECTURAL AND ENGINEERING SERVICES

Meeting

Pursuant to Pub. L. 92-463, notice is hereby given of a meeting of the Regional Public Advisory Panel on Architectural and Engineering Services, Region 6, May 2, 1975, from 9:30 a.m. to 3:30 p.m., PES Conference Room, Federal Building, 1500 East Bannister Road, Kansas City, MO. The meeting will be devoted to the initial step of the procedures for screening and evaluating the qualifications of architect-engineers under consideration for selection to furnish professional services for two term A-E contracts; (1) Supplemental Architectural, Structural and Civil Engineering Services; and, (2) Supplemental Mechanical and Electrical Engineering Services. Frank and open discussion of the professional qualifications of the firms being considered is essential to insure selection of the best qualified firms. Accordingly, pursuant to a determination that it will be concerned with a matter listed in 5 U.S.C. 552(b)(5) the meeting will not be open to the public.

J. V. GARRETT,
Acting Regional Administrator.

[FR Doc.75-9895 Filed 4-14-75;8:45 am]

REGIONAL PUBLIC ADVISORY PANEL ON ARCHITECTURAL AND ENGINEERING SERVICES

Meeting

Pursuant to Public Law 92-463, notice is hereby given of a meeting of the Regional Public Advisory Panel on Architectural and Engineering Services, Region 3, April 24, 1975, from 10:00 a.m. to 12 noon, Room 7511, General Services Administration, Regional Office Building, 7th and D Streets SW., Washington, D.C. The meeting will be devoted to Conducting a briefing on A-E selection procedures and the duties of the Panel members as related to these procedures. The meeting will not be concerned with a matter listed in 5 U.S.C. 442(b)(5), therefore, it will be opened to the public. Because this meeting commits travel plans for the participants from five states and the District of Columbia, it will be impractical to reschedule the meeting for a later time. Therefore, the fifteenth day prior notice listing is set aside.

BEN SCHIFFMAN,
Acting Regional Administrator.

APRIL 10, 1975.

[FR Doc.75-9954 Filed 4-14-75;9:24 am]

INTERNATIONAL TRADE COMMISSION

[AA1921-146]

LOCK-IN AMPLIFIERS AND PARTS THEREOF FROM THE UNITED KINGDOM

Investigation and Hearing

Having received advise from the Treasury Department on April 2, 1975, the lock-in amplifiers and parts thereof from the United Kingdom are being, or are likely to be, sold at less than fair value, the United States International Trade Commission on April 9, 1975, instituted investigation No. AA1921-146 under section 201(a) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(a)), to determine whether an industry in the United States is being or is likely to be injured, or is prevented from being established, by reason of the importation of such merchandise into the United States.

Hearing. A public hearing in connection with the investigation will be held in the Commission's Hearing Room, International Trade Commission Building, 8th and E Streets NW., Washington, D.C. 20436, beginning at 10 a.m., e.d.t., on Tuesday, May 20, 1975. All parties will be given an opportunity to be present, to produce evidence, and to be heard at such hearing. Requests to appear at the public hearing should be received by the Secretary of the Commission, in writing,

at its office in Washington, D.C., not later than noon Friday, May 16, 1975.

By order of the Commission:

Issued: April 10, 1975.

KENNETH R. MASON,
Secretary.

[FR Doc.75-9789 Filed 4-14-75;8:45 am]

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

[Notice (75-29)]

NASA AD HOC ADVISORY SUBCOMMITTEE TO EVALUATE PROPOSALS FOR PARTICIPATION IN THE SCIENTIFIC DEFINITION OF EXPLORER-CLASS PAYLOADS

Notice of Date and Place of Meeting

One section of the NASA Ad Hoc Advisory Subcommittee on the Space Science Steering Committee to evaluate proposals for participation in the scientific definition of Explorer-class payloads will meet at NASA Headquarters in Washington, D.C. during May. On May 1, 2, and 3, 1975, Subcommittee Section D (High Energy) will meet in Room 6004 of Federal Office Building 6 (400 Maryland Ave., SW.) from 8:30 a.m. to 4:30 p.m. The meetings of other subcommittee sections will be advertised in the FEDERAL REGISTER and convened in the near future.

The Subcommittee sessions will discuss, evaluate and categorize proposals for participation on Mission Definition Teams which will define Explorer-class, cosmic ray, gamma ray, and solar wind payloads. Throughout the Subcommittee sessions, the professional qualifications of the proposers and their potential scientific contributions to the Mission Definition Teams will be candidly discussed and appraised. Discussion of these matters in a public session would invade the privacy of the proposers and the other individuals involved. The meeting will be closed to members of the public. Since the Subcommittee session will be concerned throughout with matters listed in 5 USC 552(b)(6), it is hereby determined that the session will be closed to the public.

For further information please contact Dr. Albert G. Opp at 202-755-8493.

DUWARD L. CROW,
Assistant Administrator for DOD and Interagency Affairs.

APRIL 11, 1975.

[FR Doc.75-9888 Filed 4-14-75;8:45 am]

NATIONAL CAPITAL PLANNING COMMISSION

FREEDOM OF INFORMATION ACT

Availability of Information

The National Capital Planning Commission will consider the adoption, at its meeting on May 1, 1975, of the following Proposed Regulations[1] relating to the Freedom of Information Act, as amended. Interested organizations, agencies and citizens are requested to submit their views in writing to the Commission prior to April 25, 1975, addressed to:

Daniel H. Shear, Secretary
National Capital Planning Commission
Washington, D.C. 20576.

I. *Introduction.* The following regulations implement the Freedom of Information Act, as amended, 5 U.S.C. 552 (hereinafter the "Act"), and provide procedures by which information may be obtained from the National Capital Planning Commission (hereinafter the "Commission"). Official records made available pursuant to the Act shall be furnished to members of the public as prescribed herein.

II. *Organization.* The Commission is the central planning agency for the Federal Government in the National Capital. The Commission is composed of (1) ex-officio, the Secretary of the Interior, the Secretary of Defense, the Administrator of the General Services Administration, the Mayor of the District of Columbia, the Chairman of the Council of the District of Columbia, and the Chairmen of the Committees on the District of Columbia of the Senate and the House of Representatives, or their alternates, and (2) five citizens, three of whom are appointed by the President, and two of whom are appointed by the Mayor of the District of Columbia.

The Commission is assisted by a staff headed by an Executive Director. The staff is organized functionally as follows:

(1) Current Planning and Programming
(2) Long Range Planning and Regional Affairs
(3) Legal Services/Commission Secretariat
(4) Administrative Services
(5) Public Affairs

III. *Public Access to Information*—:

A. *General Policy.* It is the Commission's general policy to facilitate the broadest possible availability and dissemination of information to the public. The Commission's staff is available to assist the pubic in obtaining information formally by using the procedures herein or informally by discussions with the staff. The Commission's staff may, therefore, continue to furnish informally to the public information which, prior to the amendments to the Act contained in Pub. L. 93-502, enacted November 21, 1974, was customarily furnished in the regular performance of their duties, provided the staff do so in a manner not inconsistent with these regulations. In addition, to the extent permitted by other laws, the Commission will make available records which it is authorized to withhold under the Act when it determines that such disclosure is in the public interest.

B. *Established Place of Obtaining Information.* Information may be obtained only from the Commission's offices, which are located at 1325 G Street NW., Washington, D.C. 20576. Its official hours are 8:30 A.M. to 5 p.m., Monday through Friday, excluding legal holidays.

C. *Information Sources Within the Commission.* Requests for Commission publications offered for sale or informal requests for general information on the Commission should be directed to the Office of Public Affairs. All formal requests for agency records pursuant to the Act must be directed to the Commission Secretary. Any request directed initially to the wrong information source will be correctly routed by the Commission's staff and the requesting party will be so notified. The ten-day time period within which the Commission is required to determine whether to comply with a request shall not begin to run until the request reaches, or with the exercise of due diligence should have reached, the appropriate information source.

D. *Information Routinely Available.* The following types of information shall be routinely available (subject to the fee schedule, *infra*) for public dissemination without recourse to the Commission's formal information request procedures unless such information falls within one of the exemptions to agency disclosure listed in 5 U.S.C. 552(b):

1. Correspondence between the Commission and the public;
2. Executive Director's Recommendations;
3. Committee Reports;
4. Commission Memorandums of Actions; and
5. Maps.

Requests for information, other than maps, shall be directed to the Commission Secretary; map requests shall be directed to the Office of Public Affairs.

E. *Formal Requests for Information.* All formal requests for information pursuant to the Act shall be made in writing to the Commission Secretary. To expedite internal handling of such requests, the words "Freedom of Information Request" shall appear on the face of the envelope bearing such request. The request shall state that the request is made pursuant to the Freedom of Information Act; shall reasonably describe the information sought, including the date the Commission received or produced the requested information, if known; shall state, pursuant to the fee schedule set forth *infra*, the maximum fee the party making the request would be willing to pay for the duplication of the requested records without further approval; and shall, if possible, provide a telephone number at which the requesting party can be contacted to facilitate handling of the request.

F. *Commission Response to Formal Requests.* The Commission Secretary, upon request for information made in compliance with these regulations, shall determine within ten days (excepting Saturdays, Sundays, and legal holidays) after the receipt of any such request whether to comply with such request and shall immediately notify the person making such request of such determination and the reasons therefor and of the right of such person to appeal to the head of the agency any adverse determination. In unusual circumstances as specified *infra*, the ten-day time limit

[1] The schedule of fees, herein III.J., has already been published in the FEDERAL REGISTER (40 FR 6545, February 12, 1975) and adopted by the Commission.

may be extended by written notice to the person making the request setting forth the reasons for such extension and the date on which a determination is expected to be dispatched. No such notice shall specify a date that would result in an extension for more than ten working days. As used in this paragraph, "unusual circumstances" means, but only to the extent reasonably necessary to the proper processing of the particular request:

1. the need to search for and collect the requested records from establishments that are separate from the Commission's offices;

2. the need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request; or

3. the need for consultation, which shall be conducted with all practicable speed, with another agency having a substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.

G. *Determination to Grant Request.* If the Commission Secretary makes a determination to grant a request in whole or in part, the person making such request will be so notified in writing. The notice shall also include a description of the information to be made available, a statement of the time when and the place where such information may be inspected or, alternatively, the procedure for duplication and delivery (by mail or other means) of the information to the requesting party and a statement of the total fees chargeable to the requesting person pursuant to the fee schedule *infra*.

H. *Determination to Deny Request-Appeal Procedure.* If the Commission Secretary makes a determination to deny, in whole or in part, a request for information, he shall so notify the party making the request in writing. Any appeal of such determination shall be made in writing to the Chairman of the Commission and shall include a brief statement of the legal, factual, or other basis for the party's objection to the initial decision. The Chairman shall, within twenty days (excepting Saturdays, Sundays, and legal holidays) of the receipt of any such appeal determine whether to grant or deny the appeal and shall, immediately upon making his decision, give written notice of the decision to the party, including a brief statement of the reasons therefor.

I. *Waiver.* Whenever a waiver of any of the procedures set forth herein would further the purpose of the Act by causing the public disclosure of nonconfidential information within the time period required by the Act, the Commission Secretary may, in the context of individual requests for information, waive any of the procedural requirements herein.

J. *Schedule of Fees.* The fees the Commission may charge for the production of information pursuant to the Act is as follows:

1. Publications offered for sale—as marked
2. Commission reports—$0.15/page
3. Committee reports—$0.15/page
4. Commission Memorandums of Actions—$0.15/page
5. Transcripts of Commission meetings and Committee meetings—$0.15/page
6. Other records—$0.15/page
7. Maps—microfilm printout—$0.50/each ozalid maps—$0.20/linear foot

The Commission keeps on file a limited quantity of back copies of Executive Director's Recommendations, Committee Reports, and Commission Memorandums of Actions. The Commission will first attempt to fill specific requests for these documents from its supply of back copies and until the supply is exhausted, the Commission will provide the documents at no charge. Once the supply is exhausted, the requested document will be provided in accord with the fee schedule.

Fees will be waived when less than $5.00 or when it is in the public interest to do so. Such a waiver will be in the public interest, for example, when in the determination of the Commission the request will not impose an undue burden or expense upon it and the request is (1) from another Government organization, Federal, State or local; (2) for the purpose of obtaining information primarily for the benefit of the general public rather than for the primary benefit of the requester, as will be the case with certain requests from news media and from organizations engaged in a nonprofit activity designed for public safety, health, welfare, or education; (3) from employees and former employees seeking information from their own personnel records; (4) from or on behalf of the defending party in connection with a proceeding against such party by the Federal Government; and (5) from a low-income person and the fee would impose a financial hardship.

K. *Prior Approval or Advanced Deposit of Fees.* 1. Where the fees anticipated to result from a request are substantially greater than the amount estimated in the written request, the persons requesting the information shall be immediately notified of the estimated fees and his approval of such fees requested. Such person shall also be afforded the opportunity to revise his or her request to reduce the fees but satisfy his or her needs for information.

2. The Commission Secretary may require that the person requesting information make an advance deposit of the estimated fees.

3. The dispatch of any such request for an estimated fee approval or advance deposit shall suspend, until a reply is received by the Commission Secretary, the period pursuant to 5 U.S.C. 552 and paragraph F *supra* within which the Commission Secretary must respond to a written request for information.

L. *Payment of Fees.* Fees charged a person for the production of information must be paid in full prior to release of the information. In the event that the person is in arrears for previous requests to the Commission for information, no information will be provided for any subsequent requests until the arrears have been paid in full. Payment of fees shall be made by a personal check, postal money order or bank draft on a bank in the United States, made payable to the order of the Treasurer of the United States.

DANIEL H. SHEAR,
Secretary.

APRIL 9, 1975.

[FR Doc.75-9735 Filed 4-14-75;8:45 am]

NUCLEAR REGULATORY COMMISSION

[Docket Nos. STN 50-528, STN 50-529, STN 50-530]

ARIZONA PUBLIC SERVICE CO.

Notice of Availability of Draft Environmental Statement

Pursuant to the National Environmental Policy Act of 1969 and the United States Nuclear Regulatory Commission's regulations in 10 CFR Part 51, notice is hereby given that a Draft Environmental Statement, prepared by the Commission's Office of Nuclear Reactor Regulation related to the proposed construction of Palo Verde Nuclear Generating Station, Units 1, 2 and 3 by the Arizona Public Service Company, on behalf of itself, and five joint applicants—the Salt River Project Agricultural Improvement and Power District, Tucson Gas & Electric Company, El Paso Electric Company, Public Service Company of New Mexico, and Arizona Electric Power Cooperative, Inc., in Maricopa County, Arizona, is available for inspection by the public in the Commission's Public Document Room at 1717 H Street NW., Washington, D.C. and in the Phoenix Public Library, 12 East McDowell Road, Phoenix, Arizona 85004. The Draft Statement (NUREG-75/022) is also being made available at the Arizona State Clearinghouse, Office of Economic Planning & Development, 1645 W. Jefferson Street, Room 428, Phoenix, Arizona 85007 and Maricopa Association of Governments, 1820 W. Washington, Phoenix, Arizona 85007.

The Applicant's Environmental Report, as supplemented, submitted by Arizona Public Service Company is also available for public inspection at the above-designated locations. Notice of availability of the Applicant's Environmental Report was published in the FEDERAL REGISTER on October 22, 1974 (39 FR 37527).

Pursuant to 10 CFR Part 51, interested persons may submit comments on the Applicant's Environmental Report, as supplemented, and the Draft Environmental Statement for the Commission's consideration. Federal and State agencies are being provided with copies of the Applicant's Environmental Report and the Draft Environmental Statement (local agencies may obtain these documents upon request). Comments are due by June 3, 1975. Comments by Federal, State, and local officials, or other persons

received by the Commission will be made available for public inspection at the Commission's Public Document Room in Washington, D.C. and the Phoenix Public Library, 12 East McDowell Road, Phoenix, Arizona 85004. Upon consideration of comments submitted with respect to the draft environmental statement, the Commission's staff will prepare a final environmental statement, the availability of which will be published in the FEDERAL REGISTER.

Comments on the Draft Environmental Statement from interested members of the public should be addressed to the U.S. Nuclear Regulatory Commission, Washington, D.C. 20555, Attention: Director, Division of Reactor Licensing.

Dated at Rockville, Maryland this 10th day of April 1975.

For the Nuclear Regulatory Commission.

WM. H. REGAN, Jr.,
Chief, Environmental Projects Branch 4, Division of Reactor Licensing.

[FR Doc.75-9898 Filed 4-14-75;8:45 am]

OFFICE OF MANAGEMENT AND BUDGET

CLEARANCE OF REPORTS

List of Requests

The following is a list of requests for clearance of reports intended for use in collecting information from the public received by the Office of Management and Budget on April 9, 1975 (44 USC 3509). The purpose of publishing this list in the FEDERAL REGISTER is to inform the public.

The list includes the title of each request received; the name of the agency sponsoring the proposed collection of information; the agency form number(s), if applicable; the frequency with which the information is proposed to be collected; the name of the reviewer or reviewing division within OMB, and an indication of who will be the respondents to the proposed collection.

The symbol (X) identifies proposals which appear to raise no significant issues, and are to be approved after brief notice thru this release.

Further information about the items on this daily list may be obtained from the Clearance Office, Office of Management and Budget, Washington, D.C. 20503, (202-395-4529), or from the Reviewer listed.

NEW FORMS

DEPARTMENT OF AGRICULTURE

Statistical Reporting Service, Marketing Survey for Corn, Soybeans, and Wheat (Illinois), single-time, corn, soybean and wheat growers, Hulett, D. T., 395-4730.

Agricultural Stabilization and Conservation Service, Producer Itemization of Cotton, ASCS-504, annually, cotton producers, Hulett, D. T., 395-4730.

DEPARTMENT OF JUSTICE

Departmental and Other Youth Needs Survey, single-time, youth ages 12-18 years, Reese, B. F., 395-5630.

NATIONAL INSTITUTE OF EDUCATION

Environmental Education Questionnaire; Forms I and II, NIE 106, single-time, teachers and curriculum coordinators, Planchon, P., 395-3898.

REVISIONS

DEPARTMENT OF COMMERCE

Bureau of the Census, Survey of Scientific and Technical Personnel in Industry, single-time, establishments in selected economic areas, Dennis Johnston, 395-3840.

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

National Institute of Education, Community Opinion Survey, NIE 83, single-time, teachers in Alum Rock, School District, San Jose, Calif., Planchon, P., 395-3898.

EXTENSIONS

DEPARTMENT OF AGRICULTURE

Agricultural Stabilization and Conservation Service, Report of Production and Disposition (Rice and Wheat), MQ-98, on occasion, rice producers, Marsha Traynham, 395-4529.

Food and Nutrition Service, Regulation Determining Eligibility for Free and Reduced Price Meals, on occasion, State agencies, Marsha Traynham, 395-4529.

PHILLIP D. LARSEN,
Budget and Management Officer.

[FR Doc.75-9840 Filed 4-14-75;8:45 am]

SECURITIES AND EXCHANGE COMMISSION

AETNA VARIABLE ANNUITY LIFE INSURANCE CO.

Application

APRIL 8, 1975.

Notice of application pursuant to section 11 of the Act for approval of offers of exchange and pursuant to section 6(c) of the Act for an order of exemption from sections 22(d), 26(a), 27(a)(3) and 27(c)(2) of the Act and Rules 27a-2 thereunder.

In the matter of AEtna Variable Annuity Life Insurance Company and Variable Annuity Account C of AEtna Variable Annuity Life Insurance Company; 151 Farmington Avenue, Hartford, Connecticut 06115; (812-3748).

Notice is hereby given that AEtna Variable Annuity Life Insurance Company ("AEtna Variable"), an Arkansas stock life insurance company registered under the Act as an open-end, diversified, management investment company, and Variable Annuity Account C of AEtna Variable ("Account C"), a new separate account recently registered under the Investment Company Act of 1940 (the "Act") as a unit investment trust hereinafter collectively referred to as "Applicants"), filed an application on January 10, 1975 and an amendment thereto on March 21, 1975, pursuant to section 11 of the Act, for an order approving certain offers of exchange and pursuant to section 6(c) of the Act for an order of exemption from sections 22(d), 26(a), 27(a)(3), and 27(c)(2) of the Act and Rule 27a-2 thereunder to the extent noted below. All interested persons are referred to the application on file with the Commission for a statement of the representations therein which are summarized below.

AEtna Variable, a wholly-owned subsidiary of AEtna Life and Casualty Company ("AEtna") engaged in the business of offering and selling variable annuity contracts, is presently registered under the Act in order to conduct variable annuity operations and is also registered as a broker-dealer under the Securities Exchange Act of 1934. As of December 31, 1974, AEtna Variable had total assets in excess of $421 million and unappropriated surplus in excess of $128 million.

AEtna Variable has undertaken a realignment program which is designed to lead to its variable annuity and variable life insurance operations being subject to the same pattern of regulation under the Act that is applicable to other life insurance companies engaged in such operations. The realignment program will be implemented by transferring all assets funding variable annuity contracts currently offered by AEtna Variable to AEtna Variable Fund, Inc. (the "Fund") in exchange for Fund shares, and transferring such shares and the corresponding contract liabilities to Account C and Variable Annuity Account B of AEtna Variable ("Account B"), another separate account of AEtna Variable which also recently registered as a unit investment trust. AEtna Variable has applied for an order pursuant to section 8(f) of the Act declaring that, upon implementation of the realignment program, it will cease to be an investment company.

Account C is a separate account of AEtna Variable that was established for the purpose of holding reserves attributable to variable annuity contracts issued in connection with (i) pension and profit-sharing plans which meet the requirements of Section 401 of the Internal Revenue Code of 1954 ("Code") or the requirements for deduction of the employer's contributions under section 404(a)(2) of the Code and (ii) annuity purchase plans adopted pursuant to sections 403(b) or 408 of the Code. As previously stated, all amounts allocated to Account C will initially be invested in shares of the Fund, a diversified, open-end investment company registered under the Act. It is contemplated, however, that, subject to necessary regulatory approvals, shares of AEtna Variable Encord Fund, Inc. ("Encore Fund"), a registered, open-end, diversified, management investment company, will also be made available as an investment medium for contracts participating in Account C if so elected by owners of or participants under such contracts.

AEtna Variable will act as investment adviser to both the Fund and Encore Fund for a fee equivalent to approximately 0.25% on an annual basis. AEtna Variable will also act as principal underwriter for Account B and Account C.

After implementation of the proposed realignment program, Applicants will issue two individual type variable annuity contracts-designated "Individual Retirement Account" and "Retirement

Planning" contracts and one group type variable annuity contract-designated "Group Variable Retirement" contract-that will participate in Account C. All such contracts will provide that either all or specified portions of purchase payments may be applied to AEtna's Variable's general account for accumulation on a fixed basis.

Certain other contracts issued by AEtna Variable prior to the implementation of its realignment program will also participate in Account C. In general, after implementation of the realignment program, such contracts will no longer be issued, but purchase payments under outstanding contracts may continue to be made and, if made, will be allocated to Account C. One of these contracts, an individual type contract designated the "Pension Trust" contract, may continue to be issued after implementation of the realignment program in any jurisdiction which has not approved the Individual Retirement Account and Retirement Planning contracts for sale.

Section 11. Applicants propose to permit owners of those Pension Trust contracts which participate in Account C and qualify for tax sheltered treatment under Sections 403(b) or 408 of the Code to exchange their contracts for the new Individual Retirement Account or Retirement Planning contracts (the "new individual type contracts"), and to have the values accumulated under such Pension Trust contracts, as of August 1, 1975, transferred to the new individual type contracts without deduction. Any person who purchases such a Pension Trust contract on or after December 3, 1974, the date Account C's registration statement under the Securities Act of 1933 was filed, and who elects to exchange such a contract for a new individual type contract, will also receive from AEtna Variable additional accumulation units equal to the sum of the differences between deductions made from purchase payments under the Pension Trust contract and deductions which would have been made from purchase payments under the Individual Retirement Account or Retirement Planning contract, together with simple interest at the rate of 6 percent per annum. The exchange of contracts will be effected at the end of business on August 1, 1975 and will be permitted only with respect to those Pension Trust contracts which at the time of the exchange are still in the accumulation stage, i.e., with respect to which annuity payments are not being made.

Section 11(a) of the Act provides that it shall be unlawful for any registered open-end company or principal underwriter for such a company to make or cause to be made an offer to the holder of a security of such company or of any other open-end investment company to exchange his security for a security in the same or another such company on any basis other than the relative net asset values of the respective securities to be exchanged, unless the terms of the offer have first been submitted to and approved by the Commission. Section 11(c) of the Act provides that, irrespective of the basis of exchange, the provisions of section 11(a) of the Act shall be applicable to any type of offer of exchange of the securities of registered unit investment trusts for the securities of any other investment company.

Applicants request an order pursuant to section 11(a) of the Act, to permit an offer to be made to certain owners of Pension Trust contracts to exchange such contracts for Individual Retirement Account and Retirement Planning contracts.

Applicants state that the requested order permitting an offer of exchange to be made will make available to owners of Pension Trust contracts any advantages which may result from owning the new individual type contracts. Applicants state that the additional credit to persons who purchase Pension Trust contracts, on or after December 3, 1974, is designed to prevent any disruption in the sale of Pension Trust contracts which might otherwise result when prospective purchasers are notified of the forthcoming issuance of the new individual type contracts which will have a percentage deduction from purchase payments (9 percent) significantly lower than the initial percentage deduction under Pension Trust contracts (17 percent).

Applicants state that since no charges will be assessed in connection with the exchange, the principal abuse at which section 11(a) is directed (the imposition of additional sales charges) will not be present. Applicants represent that no attempt will be made by them to induce an exchange, and that no compensation will be paid to any agents in connection with an exchange. Applicants further assert that an exchange made by persons who purchase Pension Trust contracts on or after December 3, 1974, will be on a basis other than net asset value only by reason of the additional credits the exchanging contract owners will receive, and that such credits will be a benefit to them. As the credit will be paid by AEtna Variable from AEtna Variable's general account, no owners of contracts participating in any of its separate accounts will be prejudiced.

Applicants state that the terms of the new individual type contracts differ significantly from those of the Pension Trust contract and that an exchange would not necessarily be in the best interest of all Pension Trust contract owners. The determination whether to accept the exchange will be made by each contract owner. Whether an exchange will be advantageous will depend on a number of factors, including the level of any premium tax to be paid under the new contract, the number of years before the contract owner's retirement, the number of years before the percentage deduction under the Pension Trust contract would decrease to 6%, whether the contract owner would elect a minimum death benefit guarantee under the new contract, the amount and frequency of payments to be made under the old and new contracts, the significance to be assigned to the absence of an income tax guarantee under the new contract and the absence also of a corresponding charge for such a guarantee, the amount accumulated under the present contract and expected to be accumulated in the future, the prospect for a surrender of the contract in whole or in part, and anticipated changes in the amount or frequency of payments or in other circumstances affecting the foregoing.

AEtna Variable will seek to assist Pension Trust contract owners in determining whether to make an exchange by pointing out the applicable factors. Persons to whom the exchange offer is made will receive a prospectus describing the new individual type contracts, a prospectus describing the Pension Trust contracts, plus such additional information as may be necessary to assist contract owners in determining whether to make an exchange.

Applicants submit that in view of the protections afforded by the proposed disclosure to contract owners to whom the exchange offer will be made, the absence of any effort to induce an exchange, and the absence of charges in connection with such an exchange, the proposed offer of exchange is fair and should be approved by the Commission.

Applicants request a further order, pursuant to section 11(a) of the Act, to permit transfers of participant accounts under group contracts to individual contracts. The Group Variable Retirement contracts to be issued by Applicants provide that if an employer's plan permits, or the contract owner so requests, a participant may have amounts accumulated on his behalf under a group contract transferred to an individual contract without charge. The individual contract will be the contract for which the participant qualifies at the time of the transfer and such contract (usually, the Retirement Planning contract), will be deemed to have been outstandiing for the lesser of the number of years the participant has been in the plan or the group contract has been in force. In addition, if a participant becomes an employee of another employer which has a Group Variable Retirement contract or similar group contract in force, AEtna Variable will permit such a participant to transfer amounts accumulated on his behalf to an individual account under the new employer's contract without charge. Other group contracts, including those no longer offered and those which may be offered in the future, may contain similar transfer provisions. Applicants state that the transfer privilege is designed to permit an employee to have payments accumulated for his retirement under a single contract despite a change in employment and submit that such a transfer privilege is fair and should be approved by the Commission.

Section 22(d). Section 22(d) of the Act provides, in pertinent part, that no registered investment company or principal underwriter thereof shall sell any redeemable security to the public except

at a current public offering price described in the prospectus.

Applicants request an exemption from section 22(d) to permit those owners of Pension Trust contracts which participate in Account C and qualify for tax sheltered treatment under sections 403(b) or 408 of the Code to exchange their contracts for Individual Retirement Account or Retirement Planning contracts, and to permit participants under group contracts to transfer amounts accumulated on their behalf to individual contracts, without any deduction for sales and administrative expenses.

A further exemption from section 22(d) is requested by Applicants to permit deductions from purchase payments for sales and administrative expenses to be based upon the aggregate amount of payments made under the contracts regardless of whether such payments, or a part thereof, are credited to Account C or to the general account of AEtna Variable. Applicants assert that, where a contract provides for a reduction, based upon the aggregate purchase payments made, in the deductions from purchase payments for sales and administrative expenses, the inclusion, in determining the aggregate purchase payments made, of amounts credited to AEtna Variable's general account is necessary to avoid discriminating against those persons who allocate a portion of their purchase payments to AEtna Variable's general account.

Applicants also request an exemption from section 22(d) to permit the transfers, without additional deductions, of amounts accumulated in AEtna Variable's general account on a fixed basis to Account C at the annuity commencement date or an earlier date. Applicants represent that since the same deductions for sales and administrative expenses are made from each purchase payment without regard to whether the net proceeds are applied to the separate account, the general account, or a combination thereof, imposition of an additional deduction when amounts accumulated on a fixed basis are transferred to Account C would be inequitable and discriminatory.

Applicants request a further exemption from section 22(d) to permit the experience rating of sales and administrative expense deductions, including the crediting of additional units, without further deductions for sales charges. AEtna Variable's outstanding group contracts provide, and group contracts issued in the future may provide, that if the deductions for sales and administrative expense exceed actual sales and administrative costs, AEtna Variable in its discretion may allocate all, a portion, or none of such excess as an experience rating credit. Applicants represent that such credit will be made on a nondiscriminatory basis in the form of additional accumulation or annuity units and that such credit will not result in any dilution of the interests of other owners of or participants under variable annuity contracts as payment of the credit will be made from AEtna Variable's general account.

An exemption from section 22(d) is also requested by Applicants to permit a person entitled to any proceeds payable upon the death of another, under a variable annuity contract participating in Account C, to elect, if such an option is provided by the contract or the group contract plan, to purchase a variable annuity contract with such death proceeds, including proceeds attributable to any fixed accumulation, without any deduction for sales and administrative expenses. Applicants anticipate no significant selling expenses that would justify a deduction when a beneficiary elects a variable annuity payment option.

AEtna Variable intends to issue Individual Retirement Account and Retirement Planning contracts in place of Pension Trust contracts in all jurisdictions subsequent to implementation of the program. However, delays in obtaining approval of the new individual type contracts in some jurisdictions may make it necessary to continue to offer Pension Trust contracts in those jurisdictions until such approval is obtained. Consequently, Pension Trust contracts may continue to be sold in certain jurisdictions subsequent to implementation of the Realignment Program. Purchase payments under such contracts, and under other contracts outstanding as of implementation, would continue to be received. Where the contracts are entitled to special tax treatment under the Code, such payments will be allocated to Account C. Sales charges under such contracts differ from the sales charges under the contracts which will be offered subsequent to implementation. Applicants therefore, request a further exemption from section 22(d) to permit Pension Trust contracts to continue to be sold in jurisdictions that have not approved the new individual type contracts until such approval is obtained, and to permit the continued receipt of purchase payments on contracts that were outstanding upon implementation of the Realignment Program.

Section 27(a)(3) and rule 27a–2. Section 27(a)(3) of the Act provides that no registered investment company issuing periodic payment plan certificates and no depositor of or underwriter for such company, may sell any such certificate if the amount of sales load deducted from any one of the first twelve monthly payments exceeds proportionately the amount deducted from any other such payment, or if the amount deducted from any subsequent payment exceeds proportionately the amount deducted from any other subsequent payment. Rule 27a–2 provides an exemption from the prohibitions of section 27(a)(3) for registered separate accounts and depositors of and underwriters for such accounts, provided that the proportionate amount of sales load deducted from any payment under a variable annuity contract participating therein does not exceed the proportionate amount deducted from any prior payment thereunder.

The Individual Retirement Account and Retirement Planning contracts to be issued by Applicants will provide for percentage deductions from purchase payments for sales and administrative expenses to be assessed on the balance of the payment remaining after a flat dollar deduction and any deduction for applicable premium taxes. In addition, an optional minimum death benefit guarantee may be elected for a charge of 1 percent of the total purchase payment, and other optional insurance benefits may be made available at some future time under such contracts or other contracts for charges deducted from purchase payments. Where additional deductions are made for optional insurance benefits, the percentage deduction from purchase payments for sales and administrative expenses is assessed against the net payment remaining after all other deductions. Accordingly, the total deductions from purchase payments for sales and administrative expenses (including any flat dollar deduction and the specified percentage deduction) under each of the above contracts may vary as a percent of the total purchase payment. Depending on the contract involved, such factors may cause the total deductions from any purchase payment for sales and administrative expenses to exceed proportionately such deductions made from a prior payment.

Applicants state that the variation in the deductions for sales and administrative expenses as a percent of total purchase payments results from assessing the percentage deduction for sales and administrative expenses against the payment net of certain other deductions. The flat dollar deduction for sales and administrative expenses reflects more accurately the incidence of certain sales and administrative expenses which are incurred regardless of the size of the purchase payment. Applicants state that the purpose of assessing the percentage deduction for sales and administrative expenses against the net payment remaining after certain other deductions is to avoid assessing a charge against the flat dollar charge and amounts deducted for other purposes, and that assessing such percentage deduction against the net payment provides for lower total deductions than would otherwise result. Accordingly, Applicants request an exemption from the provisions of section 27(a)(3) and Rule 27a–2 to permit, under the circumstances described above, the proportionate amount of deductions for sales and administrative expenses from any purchase payment to exceed proportionately such deductions made from prior payments.

Sections 26(a) and 27(c)(2). Sections 26(a) and 27(c)(2), as here pertinent, provide in substance that a registered unit investment trust and any depositor of and underwriter for such trust are prohibited from selling periodic payment plan certificates unless the proceeds of all payments, other than amounts deducted for sales loads, are deposited with a qualified bank as trustee or custodian and held under an indenture or agreement containing specified provisions. Applicants state that AEtna Variable and

Account C are subject to extensive supervision and control by the Arkansas insurance regulatory authorities and that such control and supervision protect variable annuity contract owners and provide the assurance of performance by AEtna Variable of its obligations to such owners. Applicants further state that under Arkansas insurance law, the assets of Account C attributable to variable annuity contracts shall not be chargeable with liabilities arising out of any other business AEtna Variable may conduct, and that all obligations under the variable annuity contracts participating in Account C are general obligations of AEtna Variable, which AEtna Variable may not abrogate.

It is further contemplated that the Fund shares and Encore Fund shares issued to Account C will be held pursuant to an open account system, will not be represented by any transferable stock certificates which might require a trusteeship or custodianship for safekeeping purposes, and that the underlying securities and similar investments of the Funds will be deposited in the safekeeping of a qualified bank. Applicants represent that, under the foregoing circumstances, the dangers of abandonment of Account C's assets or default with respect to the obligations to security holders appear remote, and accordingly request an exemption from sections 26 (a) and 27(c)(2) to permit Applicants to sell variable annuity contracts without depositing with a qualified bank the net proceeds of payments thereunder.

Applicants consent to the exemptions requested herein from sections 26(a) and 27(c)(2) being made subject to the following conditions: (1) that the charges to variable annuity contract owners for administrative services shall not exceed such reasonable amounts as the Commission shall prescribe, jurisdiction being reserved for such purpose; and (2) that the payments of sums and charges out of the assets of Account C shall not be deemed to be exempted from regulation by the Commission by reason of the requested order, provided that Applicants' consent to this condition shall not be deemed to be a concession to the Commission of authority to regulate the payments of sums and charges out of such assets other than charges for administrative services, and Applicants reserve the right in any proceeding before the Commission or in any suit or action in any court to assert that the Commission has no authority to regulate the payments of such other sums or charges.

Section 6(c) of the Act provides, in part, that the Commission may, by order upon application, conditionally or unconditionally exempt any person, security, or transaction, or any class or classes of persons, securities, or transactions, from any provision or provisions of the Act or of any rule or regulation under the Act, if and to the extent that such exemption is necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of the Act.

Notice is further given that any interested person may, not later than April 24, 1975, at 5:30 p.m., submit to the Commission in writing a request for a hearing on the matter accompanied by a statement as to the nature of his interest, the reason for such request and the issues of fact or law proposed to be controverted, or he may request that he be notified if the Commission shall order a hearing thereon. Any such communication should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request shall be served personally or by mail (airmail if the person being served is located more than 500 miles from the point of mailing) upon Applicants at the address stated above. Proof of service (by affidavit or in case of an attorney-at-law by certificate) shall be filed contemporaneously with the request. As provided by Rule 0-5 of the rules and regulations promulgated under the Act, an order disposing of the application will be issued as of course following said date unless the Commission thereafter orders a hearing upon request or upon the Commission's own motion. Persons who request a hearing, or advice as to whether a hearing is ordered, will receive any notices and orders issued in this matter, including the date of the hearing (if ordered) and any postponement thereof.

For the Commission, by the Division of Investment Management Regulation, pursuant to delegated authority.

[SEAL] GEORGE A. FITZSIMMONS,
Secretary.

[FR Doc.75-9753 Filed 4-14-75;8:45 am]

COLUMBIA GAS SYSTEM, INC. AND COLUMBIA GAS TRANSMISSION CORP.

Sale of Notes to Banks

In the matter of the Columbia Gas System, Inc., Columbia Gas Transmission Corporation, 20 Montchanin Road, Wilmington, Delaware, 19807, (70-5039).

Notice of Post-effective Amendment regarding issue and sale of notes to banks by holding company, issue and sale of notes by subsidiary company to holding company, and acquisition by subsidiary company of notes of non-associate company. Notice is hereby given that Columbia Gas System, Inc. ("Columbia"), a registered holding company, and one of its nonutility subsidiary companies, Columbia Gas Transmission Company ("Transmission"), have filed with this Commission a post-effective amendment to the application-declaration in this proceeding pursuant to the Public Utility Holding Company Act of 1935 ("Act"), designating sections 6, 7, 9, and 10 of the Act and Rule 43 thereunder as applicable to the proposed transactions. All interested persons are referred to the amended application-declaration, which is summarized below, for a complete statement of the proposed transactions.

By order in this proceeding dated August 2, 1971 (HCAR No. 17213), the Commission authorized certain transactions which related to Columbia's program to supplement its sources of natural gas supply through the importation of gas from Prudhoe Bay, Alaska. They essentially involved Columbia's obtaining bank

loans of up to $200,000,000 and lending equal amounts to Transmission. In turn, Transmission was to make an advance payment of such amounts to BP Oil Corporation ("BP Oil") to assist in the financing and development of BP Oil's oil and gas reserves in Prudhoe Bay. The advance payment was the consideration for Transmission's acquisition of a call on such gas reserves.

BP Oil, as of the close of business on December 31, 1973, was merged into Sohio Petroleum Company ("SPC") and a wholly-owned subsidiary, as was BP Oil, of The Standard Oil Company ("Sohio"). SPC has succeeded to all of the properties and assets of BP Oil and has assumed all of its debts, liabilities, undertakings, agreements, and obligations.

To date, Transmission has advanced $175,000,000 to SPC, $60,000,000 on August 3, 1971, when the Crude Oil Sales Agreement was executed, $60,000,000 on October 31, 1974, and $55,000,000 on February 28, 1975.

The agreement between Transmission and SPC has been amended to reduce the amount of Transmission's obligation to make advances to SPC from $200,000,000 to $175,000,000. The amendment was necessitated principally because of the long delay in the issuance of a Federal permit for the construction of a crude oil pipeline for the transportation of crude oil from the Prudhoe Bay Area of Alaska to Valdez, Alaska.

Columbia, Transmission, and the banks involved propose to amend the Credit Agreement effective as of August 15, 1974, so as to, among other things, (i) reduce the aggregate commitment of the banks thereunder from $200,000,000 to $175,000,000, (ii) change the Determination Date (the date which determines the principal repayment commencement date) from July 1, 1975, to July 1, 1977, (iii) reduce the effective rate of interest, and (iv) reduce the commitment fee from 1 percent to ½ percent per annum for the period from August 15, 1974, to February 28, 1975, on the last $55,000,000 portion of the total $175,000,000 commitment. By agreement with the banks, no commitment fee was paid from August 15, 1974, to October 31, 1974, on the second $60,000,000 advance, paid over by the banks to Columbia on the latter date. Simultaneously, Columbia and Transmission propose to amend the Intercompany Credit Agreement to reflect the above changes. As compared to Columbia's costs under the original agreements, the effect of the changes made by the amendment agreements will be to reduce Columbia's aggregate costs for the bank loans by approximately $18,512,000 and reduce the recovery of costs from SFC by about $13,298,000, leaving a net costs savings to Columbia of $5,214,000.

The fees and expenses to be incurred in connection with the proposed transactions are to be filed by amendment. It is stated that no State or Federal commission, other than this Commission, has jurisdiction over the proposed transactions.

Notice is further given that any interested person may, not later than May 7, 1975, request in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request, and the issues of fact or law raised by said post-effective amendment to the application-declaration which he desires to controvert; or he may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request should be served personally or by mail (air mail if the person being served is located more than 500 miles from the point of mailing) upon the applicants-declarants at the above-stated address, and proof of service (by affidavit or, in case of an attorney at law, by certificate) should be filed with the request. At any time after said date, the application-declaration, as amended or as it may be further amended, may be granted and permitted to become effective as provided in Rule 23 of the general rules and regulations promulgated under the Act, or the Commission may grant exemption from such rules as provided in Rules 20 (a) and 100 thereof or take such other action as it may deem appropriate. Persons who request a hearing or advice as to whether a hearing is ordered will receive any notices and orders issued in this matter, including the date of the hearing (if ordered) and any postponements thereof.

For the Commission, by the Division of Corporate Regulation, pursuant to delegated authority.

GEORGE A. FITZSIMMONS,
Secretary.

[FR Doc.75-9754 Filed 4-14-75;8:45 am]

SMALL BUSINESS ADMINISTRATION

CASPER DISTRICT ADVISORY COUNCIL

Public Meeting

The Small Business Administration Casper District Advisory Council will meet at 10 a.m. (m.d.t.), Saturday, May 24, 1975, in the Carriage Room of the Hitching Post Inn, Cheyenne, Wyoming, to discuss such business as may be presented by members, the staff of the Small Business Administration, and others attending. For further information, call or write Jerry S. King, Small Business Administration, 100 East B Street, Casper, Wyoming 82601 (307) 265-3269.

Dated: April 7, 1975.

ANTHONY S. STASIO,
Chief Counsel for Advocacy,
Small Business Administration.

[FR Doc. 75-9786 Filed 4-14-75;8:45 am]

DES MOINES DISTRICT ADVISORY COUNCIL

Public Meeting

The Small Business Administration Des Moines District Advisory Council will meet at 10 a.m., (c.d.t.), Friday, May 9, 1975, at the Des Moines Golf and Country Club, Des Moines, Iowa, to discuss such business as may be presented by members, the staff of the Small Busi-

ness Administration, and others attending. For further information, call or write J. Harold Sears, 210 Walnut Street, Des Moines, Iowa 50309, (515) 284-4567.

Dated: April 8, 1975.

ANTHONY S. STASIO,
Chief Counsel for Advocacy,
Small Business Administration.

[FR Doc.75-9787 Filed 4-14-75;8:45 am]

INTERSTATE COMMERCE COMMISSION

[Notice No. 742]

ASSIGNMENT OF HEARINGS

APRIL 10, 1975.

Cases assigned for hearing, postponement, cancellation or oral argument appear below and will be published only once. This list contains prospective assignments only and does not include cases previously assigned hearing dates. The hearings will be on the issues as presently reflected in the Official Docket of the Commission. An attempt will be made to publish notices of cancellation of hearings as promptly as possible, but interested parties should take appropriate steps to insure that they are notified of cancellation or postponements of hearings in which they are interested.

MC 139193, Sub 19, Roberts & Oake, Inc., now assigned June 19, 1975, at St. Louis, Missouri, is postponed indefinitely.

MC 130247, Colpitts Travel Agency of Rhode Island, Inc., now assigned April 15, 1975, at Providence, Rhode Island, is postponed indefinitely.

MC 121540, Sub 3, East Nebraska Motor Freight, Inc., now assigned May 1, 1975, at Omaha, Nebraska, will be held in Room 616, Union Pacific Plaza, 110 N. 14th St.

MC-F-12319, Werner Enterprises—Purchase—Kinnison Truck Lines, Inc., now assigned May 5, 1975, at Omaha, Nebraska, will be held in Room 616, Union Pacific Plaza, 110 N. 14th St.

AB-6 Sub 19, Burlington Northern, Inc., Abandonment Between Maryville and Bernard, in Nodaway County, Missouri, now assigned May 8, 1975, at Corydon, Iowa, will be held in the Public Meeting Room, Wayne County Courthouse.

MC 139721, All World Travel, Inc., now assigned May 6, 1975, at Newark, New Jersey, will be held in Room 730, Tax Court, Federal Office Bldg., 970 Broad St.

MC 103993, Sub 884, Morgan Drive-Away, Inc., application dismissed.

MC-F-12331, Aero Trucking, Inc.—Purchase (Portion)—Miller's Motor Freight, Inc., and MC 60014, Aero Trucking, Inc., now assigned April 28, 1975, at Washington, D.C., is postponed to July 28, 1975, at the Offices of the Interstate Commerce Commission, Washington, D.C.

MC 74321, Sub 102, B. F. Walker, Inc., now assigned June 3, 1975, at Atlanta, Georgia, is cancelled and the application is dismissed.

MC 113843, Sub 216, Refrigerated Food Express, Inc., now being assigned June 9, 1975, at St. Louis, Mo.; in a hearing room to be designated later.

MC 134501, Subs 9 and 10, Ufi Transport Company, now assigned May 7, 1975, at Washington, D.C., is cancelled and transferred to Modified Procedure.

[SEAL] ROBERT L. OSWALD,
Secretary.

[FR Doc.75-9808 Filed 4-14-75;8:45 am]

FOURTH SECTION APPLICATIONS FOR RELIEF

APRIL 10, 1975.

An application, as summarized below, has been filed requesting relief from the requirements of Section 4 of the Interstate Commerce Act to permit common carriers named or described in the application to maintain higher rates and charges at intermediate points than those sought to be established at more distant points.

Protests to the granting of an application must be prepared in accordance with Rule 40 of the general rules of practice (49 CFR 1100.40) and filed on or before April 30, 1975.

FSA No. 42972—*Class and Commodity Rates Between Points in Texas.* Filed by Southwestern Freight Bureau, Agent (No. B-521), for interested rail carriers. Rates on sulphur, in carloads and tank-car loads, as described in the application, from, to and between points in Texas, over interstate routes through adjoining states. Grounds for relief—Intrastate rates and maintenance of rates from and to points in other states not subject to the same competition. Tariff—Supplement 66 to Southwestern Freight Bureau, Agent, tariff 87-J (TLFB Series), I.C.C. No. 1159. Rates are published to become effective on May 13, 1975.

AGGREGATE-OF-INTERMEDIATES

FSA No. 42973—*Class and Commodity Rates Between Points in Texas.* Filed by Southwestern Freight Bureau, Agent (No. B-520), for interested rail carriers. Rates on sulphur and gypsum rock and/or anhydride rock, in carloads and tank-car loads, as described in the application, from, to and between points in Texas, over interstate routes through adjoining states. Grounds for relief—Maintenance of depressed rates published to meet intrastate competition without use of such rates as factors in constructing combination rates. Tariff—Supplement 66 to Southwestern Freight Bureau, Agent, tariff 87-J (TLFB Series), I.C.C. No. 1159. Rates are published to become effective on May 13, 1975.

By the Commission.

[SEAL] ROBERT L. OSWALD,
Secretary.

[FR Doc.75-9810 Filed 4-14-75;8:45 am]

[Notice No. 265]

MOTOR CARRIER BOARD TRANSFER PROCEEDINGS

APRIL 15, 1975.

Synopses of orders entered by the Motor Carrier Board of the Commission pursuant to section 212(b), 206(a), 211, 312(b), and 410(g) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 1132), appear below:

Each application (except as otherwise specifically noted) filed after March 27, 1972, contains a statement by applicants that there will be no significant effect on the quality of the human environment resulting from approval of the application. As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings on or before May 5, 1975. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC-74405. By order of April 3, 1975, the Motor Carrier Board, on reconsideration, approved the transfer to Ellerd Truck Line, Inc., Kilgore, Tex., of Certificate of Registration No. MC 97205 (Sub-No. 1), issued June 1, 1964, to Roy G. Ellerd, Charles Frazier and J. W. Ellerd, a partnership, doing business as Ellerd Truck Lines, Kilgore, Tex., evidencing the authority to perform a transportation service in interstate or foreign commerce corresponding in scope to the intrastate authority in Certificate No. 7766 issued by the Railroad Commission of Texas. Mike Cotten, Esq., Clark, Thomas, Harris, Denius and Winters, P.O. Box 1148, Austin, Tex. 78767.

[SEAL] ROBERT L. OSWALD,
Secretary.

[FR Doc.75-9809 Filed 4-14-75;8:45 am]

IRREGULAR-ROUTE MOTOR COMMON CARRIERS OF PROPERTY

Elimination of Gateway Letter Notices

APRIL 9, 1975.

The following letter-notices of proposals to eliminate gateways for the purpose of reducing highway congestion, alleviating air and noise pollution, minimizing safety hazards, and conserving fuel have been filed with the Interstate Commerce Commission under the Commission's *Gateway Elimination* Rules (49 CFR 1065), and notice thereof to all interested persons is hereby given as provided in such rules.

An original and two copies of protests against the proposed elimination of any gateway herein described may be filed with the Interstate Commerce Commission on or before April 25, 1975. A copy must also be served upon applicant or its representative. Protests against the elimination of a gateway will not operate to stay commencement of the proposed operation.

Successively filed letter-notices of the same carrier under these rules will be numbered consecutively for convenience in identification. Protests, if any, must refer to such letter-notices by number.

No. MC 51146 (Sub-No. E5), filed May 2, 1974. Applicant: SCHNEIDER TRANSPORT, P.O. Box 2298, Green Bay, Wis. 54306. Applicant's representative: D. F. Martin (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Glass jars, glass bottles, caps and covers* for glass jars and bottles, and *tin cans* utilized by food business houses (except commodities in bulk), from points in Illinois, to points in the Upper Peninsula of Michigan (except

points east of a line beginning at Lake Superior at Grand Maraia, Mich., and extending along Michigan Highway 77 to junction U.S. Highway 2, thence along U.S. Highway 2 to Gulliver, Mich., thence south from Gulliver, Mich., over unnumbered highway to Lake Michigan) (Green Bay, Wis.) *; (2) *Glass jars, glass bottles, caps and covers* for glass jars and bottles, and *tin cans* utilized by food business houses (except commodities in bulk), from points in Illinois (except points south and west of a line beginning at the Wisconsin-Illinois State line and extending along U.S. Highway 51 to junction Illinois Highway 17, thence along Illinois Highway 17 to the Illinois-Indiana State line), to points in Washington, Oregon, Montana, Minnesota (except points south of a line beginning at the United States-Canada International Boundary line and extending along U.S. Highway 71 to junction Minnesota Highway 34, thence along Minnesota Highway 34 to junction U.S. Highway 10, thence along U.S. Highway 10 to the Minnesota-North Dakota State line), North Dakota (except points on, south, and east of a line beginning at the Minnesota-North Dakota State line and extending along U.S. Highway 10 to junction U.S. Highway 281).

(Thence along U.S. Highway 281 to the North Dakota-South Dakota State line), South Dakota (except points on, south, and east of a line beginning at the North Dakota-South Dakota State line and extending along U.S. Highway 281 to junction U.S. Highway 212, thence along U.S. Highway 212 to the North Dakota-Wyoming State line), Wyoming (except points south of a line beginning at the South Dakota-Wyoming State line and extending along U.S. Highway 14 to junction U.S. Highway 20, thence along U.S. Highway 20 to the Wyoming-Idaho State line), Idaho (except points on, south, and east of a line beginning at the Montana-Idaho State line and extending along U.S. Highway 191 to junction U.S. Highway 30, thence along U.S. Highway 30 to junction U.S. Highway 93, thence along U.S. Highway 93 to the Idaho-Nevada State line), Nevada (except points south of Interstate Highway 15), and California (except points east of a line beginning at the Nevada-California State line and extending along Interstate Highway 15 to junction Interstate Highway 5, thence along Interstate Highway 5 to the United States-Mexico International Boundary line) (Green Bay, Wis.) *; (3) *Glass jars, glass bottles, caps and covers* for glass jars and bottles, and *tin cans* utilized by food business houses (except commodities in bulk), from Chicago, Ill., to points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, North Dakota, Montana, Minnesota (except points on and south of a line beginning at the Wisconsin-Minnesota State line and extending along U.S. Highway 12 to junction U.S. Highway 212, thence along U.S. Highway 212 to the Minnesota-South Dakota State line), South Dakota (except points south of U.S. Highway 14), Wyoming (except points on, south, and east of a line beginning at the Nebraska-Wyoming State line and extending along U.S. Highway 20 to junction Wyoming Highway 220, thence along Wyoming Highway 220 to junction Wyoming Highway 789, thence along Wyoming Highway 789 to the Wyoming-Colorado State line), Colorado (except points east of Colorado Highway 789), and New Mexico (except points east of U.S. Highway 285) (Green Bay, Wis.) *.

(4) *Glass jars, glass bottles, caps and covers* for glass jars and bottles and *tin cans* utilized by food business houses (except commodities in bulk), from Chicago, Ill., to points in the Upper Peninsula of Michigan and Wisconsin (except points south of a line beginning at Lake Michigan at Algoma, Wis., and extending along Wisconsin Highway 54 to junction Wisconsin Highway 13, thence along Wisconsin Highway 13 to junction U.S. Highway 8, thence along U.S. Highway 8 to the Wisconsin-Minnesota State line) (Green Bay, Wis.) *; (5) *Glass jars, glass bottles, caps and covers* for glass jars and bottles, and *tin cans* utilized by food business houses (except commodities in bulk), from points in Indiana (except points south of U.S. Highway 24), to points in Washington, Oregon, California, Nevada, Idaho, Montana, North Dakota, Wisconsin (except points on and south of a line beginning at Lake Michigan and extending along U.S. Highway 41 to junction U.S. Highway 10, thence along U.S. Highway 10 to junction Interstate Highway 94, thence along Interstate Highway 94 to the Wisconsin-Minnesota State line), Minnesota (except points on and south of a line beginning at junction U.S. Highway 212, thence along U.S. Highway 212 to the Minnesota-South Dakota State line), South Dakota (except points south of U.S. Highway 16), Wyoming (except points on, south, and east of a line beginning at the South Dakota-Wyoming State line and extending along U.S. Highway 16 to junction Wyoming Highway 789, thence along Wyoming Highway 789 to junction Wyoming Highway 28, thence along Wyoming Highway 28 to junction U.S. Highway 187, thence along U.S. Highway 187 to junction Interstate Highway 80, thence along Interstate Highway 80 to the Wyoming-Utah State line), Utah (except points on and east of a line beginning at the Wyoming-Utah State line and extending along U.S. Highway 30S, thence along U.S. Highway 30S to junction U.S. Highway 91, thence along U.S. Highway 91 to the Utah-Arizona State line) (Green Bay, Wis.) *.

(6) *Glass jars, glass bottles, caps and covers* for glass jars and bottles, and *tin cans* utilized by food business houses (except commodities in bulk), from points in Indiana, to points in Washington, Oregon, Montana, North Dakota, Upper Peninsula of Michigan (except points east of U.S. Highway 41 beginning at Lake Superior at Marquette, Mich., and extending to the Michigan-Wisconsin State line), Wisconsin (except points on and south of a line beginning at Lake Michigan and extending along U.S. Highway 41 to junction U.S. Highway 10, thence along U.S. Highway 10 to junction Interstate Highway 94, thence along Interstate Highway 94 to the Wisconsin-Minnesota State line), Minnesota (except points on and south of a line beginning at the Wisconsin-Minnesota State line and extending along U.S. Highway 12 to junction U.S. Highway 212, thence along U.S. Highway 212 to the Minnesota-South Dakota State line), South Dakota (except points south of U.S. Highway 14), Wyoming (except points on and south of a line beginning at the South Dakota-Wyoming State line and extending along U.S. Highway 14 to junction U.S. Highway 20, thence along U.S. Highway 20 to the Wyoming-Idaho State line), Idaho (except points on, south, and east of a line beginning at the Montana-Idaho State line and extending along U.S. Highway 191 to junction U.S. Highway 30N, thence along U.S. Highway 30N to junction U.S. Highway 30, thence along U.S. Highway 30 to junction U.S. Highway 93, thence along U.S. Highway 93 to the Idaho-Nevada State line), Nevada (except points on, south, and east of a line beginning at the Idaho-Nevada State line and extending along U.S. Highway 93 to junction U.S. Highway 40, thence along U.S. Highway 40 to the Nevada-California State line), and California (except points south of Interstate Highway 80) (Green Bay, Wis.) *.

(7) *Metal containers* (except containers which because of size or weight require the use of special equipment), and *container ends*, from Kankakee, Ill., to points in North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, and Texas (Madisonville, Ky.) *; (8) *Canned vegetables*, from points in Iowa, to points in Indiana (except points on and north of a line beginning at the Illinois-Indiana State line and extending along Indiana Highway 18 to the junction of Indiana Highway 67, thence along Indiana Highway 67 to the Indiana-Ohio State line), Kentucky (except points on and west of a line beginning at the Illinois-Kentucky State line and extending along U.S. Highway 45 to junction Kentucky Highway 97, thence along Kentucky Highway 97 to the Kentucky-Tennessee State line), and Ohio (except points on and north of a line beginning at the Indiana-Ohio State line and extending along Ohio Highway 81 to junction U.S. Highway 25, thence along U.S. Highway 25 to junction U.S. Highway 6, thence along U.S. Highway 6 to Lake Erie at Sandusky, Ohio) (Hoopeston, Ill.) *; (9) *Canned vegetables*, from points in Iowa, to points in Mercer, Lawrence, Beaver, Washington, Greene, Venango, Butler, Allegheny, Clarion, Armstrong, Jefferson, Indiana, Westmoreland, Fayette, Cambria, Somerset, and Bedford Counties, Pa., and York, Pa. (Hoopeston, Ill.) *.

(10) *New upholstered furniture*, in containers, as is manufactured or distributed by manufacturers or converters of cellulose materials and products, and paper and paper products, from Orange County and Los Angeles, Calif. (except

points on and north of a line beginning at the Ventura-Los Angeles County line and extending along California Highway 118 to junction U.S. Highway 66, thence along U.S. Highway 66 to the Los Angeles-San Bernardino County line), to points in Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New Jersey, New York, Delaware, Michigan (except points on and south of a line beginning at Lake Michigan at South Haven, Mich., and extending along Michigan Highway 43 to junction Interstate Highway 94, thence along Interstate Highway 94 to Lake Huron at Port Huron, Mich.), Pennsylvania (except points on, south, and west of a line beginning at the Ohio-Pennsylvania State line and extending along U.S. Highway 322 to junction Interstate Highway 83, thence along Interstate Highway 83 to the Pennsylvania-Maryland State line), Maryland (except points on, south, and west of a line beginning at the Pennsylvania-Maryland State line and extending along Interstate Highway 83 to junction Interstate Highway 95, thence along Interstate Highway 95 to junction U.S. Highway 50, thence along U.S. Highway 50 to the Atlantic Ocean), and the District of Columbia (Redlands, Calif., St. Charles, Ill., and Menominee, Mich.)*; (12) *Paper* and *paper products* (except commodities in bulk), from the plant and warehouse sites of Personal Products Company and Cel Fibre, Inc., at or near Wilmington, Ill., to points in Maine, Vermont, New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Maryland, Virginia, North Carolina, and the District of Columbia (Muncie, Ind.)*.

(13) *Cellulose materials and products*, and *paper* and *paper products* (except in each instance commodities in bulk), from the plant and warehouse sites of Personal Products Company and Cel Fibre, Inc., at or near Wilmington, Ill., to points Arkansas (except points in Benton County, Ark., and points in the Blytheville Commercial Zone as defined by the Commission) Louisiana, Mississippi, and Alabama (except points south of U.S. Highway 78, and those points on, north, and east of a line beginning at the Tennessee-Alabama State line and extending along U.S. Highway 231 to junction U.S. Highway 278, thence along U.S. Highway 278 to the Alabama-Georgia State line) (plant site of Charmin Paper Products Co., near Neely's Landing, Mo.)*; (14) (A) *Cellulose materials and products*, and *cellulose materials and products* joined to or combined with paper, plastics, synthetics, and cloth (except commodities in bulk), and (B) *Paper* and *paper products*, and *paper* and *paper products* joined to or combined with plastics, synthetics, and cloth (except commodities in bulk), as are manufactured or distributed by manufacturers or converters of cellulose materials and products, and paper products, from the plant and warehouse sites of Personal Products Co., and Cel-Fibre, Inc., at or near Wilmington, Ill., to points in Washington, Oregon, California, Nevada, Idaho, Montana, Wyoming (except points on, south, and east of a line beginning at the South Dakota-Wyoming State line and extending along U.S. Highway 16 to junction Wyoming Highway 789, thence along Wyoming Highway 789 to junction U.S. Highway 26, thence along U.S. Highway 26 to junction U.S. Highway 189, thence along U.S. Highway 189 to the Wyoming-Utah State line), Utah (except points on and east of a line beginning at the Wyoming-Utah State line and extending along U.S. Highway 189 to junction U.S. Highway 91, thence along U.S. Highway 91 to the Utah-Arizona State line), and Arizona (except points north and east of a line beginning at the Nevada-Arizona State line and extending along U.S. Highway 93 to junction Arizona Highway 93, thence along Arizona Highway 93 to the United States-Mexico International Boundary line) (Green Bay, Wis.)*.

(15) *Fibreboard* and *pulpboard products* (except commodities in bulk), from Elk Grove Village, Ill., to points in Maine, Vermont, New Hampshire, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Delaware, Maryland, Virginia, North Carolina, and the District of Columbia, restricted to shipments originating at the plant and warehouse sites of Georgia-Pacific Corporation (Muncie, Ind.)*; (16) *Fibreboard and pulpboard products* (except commodities in bulk), from Aurora and Chicago Heights, Ill., to points in Maine, Vermont, Rhode Island, Pennsylvania, and West Virgina, restricted to shipments originating at the plant and warehouse sites of Georgia-Pacific Corporation (Muncie, Ind.)**; (17) *Fibreboard and pulpboard products* (except commodities in bulk), from Chicago Heights, Ill., to points in Washington, Oregon, California, Nevada, Arizona, New Mexico, Texas, Louisiana, Colorado (except points north of U.S. Highway 50), Utah (except points on, north, and east of a line beginning at the Wyoming-Utah State line and extending along Interstate Highway 80 to junction U.S. Highway 80, thence along U.S. Highway 80 to junction U.S. Highway 40, thence along U.S. Highway 40 to the Utah-Colorado State line), Idaho (except points on, north, and east of a line beginning at the Wyoming-Idaho State line and extending along U.S. Highway 26 to junction U.S. Highway 91, thence along U.S. Highway 91 to the Idaho-Montana State line), and Montana (except points on and east of a line beginning at the Idaho-Montana State line and extending along U.S. Highway 91 to junction U.S. Highway 10, thence along U.S. Highway 10 to junction U.S. Highway 93, thence along U.S. Highway 93 to United States-Canada International Boundary line), restricted to shipments originating at the plant and warehouse sites of Georgia-Pacific Corporation (Muncie, Ind.)*;

(18) *Fibreboard and pulpboard products* (except commodities in bulk), from Aurora, Ill., to points in Arizona, California, Washington (except points west of U.S. Highway 97), Oregon (except points on, east, and south of a line beginning at the Washington-Oregon State line and extending along U.S. Highway 395 to junction Interstate Highway 80N, thence along Interstate Highway 80N to junction U.S. Highway 20, thence along U.S. Highway 20 to junction U.S. Highway 395, thence along U.S. Highway 395 to the Oregon-California State line), Nevada (except points on, north, and east of a line beginning at the Oregon-Nevada State line and extending along U.S. Highway 95 to junction U.S. Highway 6, thence along U.S. Highway 6 to junction Nevada Highway 25, thence along Nevada Highway 25 to the Nevada-Utah State line), New Mexico (except points on and north of a line beginning at the Arizona-New Mexico State line, (and extending along U.S. Highway 66 to junction U.S. Highway 85, thence along U.S. Highway 85 to junction U.S. Highway 60, thence along U.S. Highway 60 to the New Mexico-Texas State line), Texas (except points on and north of a line beginning at the New Mexico-Texas State line, and extending along U.S. Highway 84 to junction U.S. Highway 75, thence along U.S. Highway 75 to junction U.S. Highway 190, thence along U.S. Highway 190 to the Texas-Louisiana State line), and Louisiana (except points on and north of a line beginning at the Texas-Louisiana State line and extending along Louisiana Highway 8 to junction U.S. Highway 84, thence along U.S. Highway 84 to the Louisiana-Mississippi State line), restricted to shipments originating at the plant and warehouse sites of Georgia-Pacific Corporation (Muncie, Ind.)*.

(19) *Fibreboard and pulpboard products* (except commodities in bulk), from Elk Grove Village, Ill., to points in Washington, Oregon, California, Nevada, Arizona, Louisiana, Arkansas (except points on and north of a line beginning at the Louisiana-Arkansas State line and extending along U.S. Highway 65 to junction Arkansas Highway 4, thence along Arkansas Highway 4 to junction Arkansas Highway 24, thence along Arkansas Highway 24 to the Arkansas-Oklahoma State line), Oklahoma (except points on and north of a line beginning at the Arkansas-Oklahoma State line and extending along Oklahoma Highway 3 to the junction of Oklahoma Highway 19, thence along Oklahoma Highway 19 to junction U.S. Highway 81, thence along U.S. Highway 81 to junction Oklahoma Highway 9, thence along Oklahoma Highway 9 to the Oklahoma-Texas State line), Texas (except points north of U.S. Highway 66), New Mexico (except points east of U.S. Highway 87), Colorado (except points on, north, and east of a line beginning at the New Mexico-Colorado State line and extending along Interstate Highway 25 to junction U.S. Highway 6, thence along U.S. Highway 6 to the Colorado-Utah State line), Utah (except points on and east of a line beginning at the Idaho-Utah State line and extending along Interstate Highway 80N to junction Inter-

state Highway 15, thence along Interstate Highway 15 to junction U.S. Highway 6, thence along U.S. Highway 6 to the Utah-Colorado State line), and Idaho (except points on and east of a line beginning at the Utah-Idaho State line and extending along Interstate Highway 80N to junction Idaho Highway 55, thence along Idaho Highway 55 to junction U.S. Highway 95, thence along U.S. Highway 95 to the United States-Canada International Boundary line), restricted to shipments originating at the plant and warehouse sites of Georgia-Pacific Corporation (Muncie, Ind.)*.

(20) *Paper and paper products* (except commodities in bulk), from Escambia County, Fla., to points in Ohio, Pennsylvania, and West Virginia restricted against the transportation of pulpboard, pulpboard products, waste paper, and cardboard cartons, and restricted to the transportation of traffic originating at Escambia County, Fla. (Middlesboro, Ky.)*; (21) *Paper and paper products* (except commodities in bulk), from Escambia County, Fla., to points in Indiana, Iowa, Minnesota, and Michigan (except points south of Michigan Highway 21), and Louisville, Ky., restricted against the transportation of pulpboard, pulpboard products, waste paper, and cardboard cartons, and restricted to the transportation of traffic originating at Escambia County, Fla. (Hopkinsville, Ky.)*; (22) *Paper and paper products* (except commodities in bulk), from Escambia County, Fla., to points in Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, North Dakota, South Dakota, Idaho, Montana, Oregon, Washington, Wyoming (except points south of Interstate Highway 80), and New Jersey (except points south of Interstate Highway 78), restricted against the transportation of pulpboard, pulpboard products, waste paper, and cardboard cartons, and restricted to the transportation of traffic originating at Escambia County, Fla. (Smith Mills, Ky.)*; (24) *Paper and paper products* (except commodities in bulk, and those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities requiring special equipment, and those injurious or contaminating to other lading), from Escambia County, Fla., to Chicago, Ill., restricted against the transportation of pulpboard, pulpboard products, waste paper, and cardboard cartons, and restricted to the transportation of traffic originating at Escambia County, Fla. (Chicago Heights, Ill.)*.

(25) *Paper and paper products* (except commodities in bulk), from the plant site of the U.S. Envelope Co., at Worcester, Mass., to points in North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Arkansas, Mississippi, and points in all states west thereof (except Alaska and Hawaii) (Muncie, Ind.)*; (26) *Paper and paper products* (except commodities in bulk), from the plant site of Kimberly-Clark Corporation at New Milford, Conn., to points in North Dakota, South Dakota, Nebraska, Missouri, Arkansas, Mississippi, and points in all those states west thereof (except Alaska and Hawaii) (Muncie, Ind.)*; (27) *Paper and paper products* (except commodities in bulk), from the plant site of Kimberly-Clark Corporation at New Milford, Conn., to points in Iowa and Minnesota, restricted against the transportation of pulpboard, pulpboard products, and waste paper (Youngstown, Ohio)*; (28) *Paper and paper products* (except commodities in bulk), from the plant site of Kimberly-Clark Corporation at New Milford, Conn., to points in Kentucky, Tennessee, and Alabama (except Mobile and points in the commercial zone as defined by the Commission, and points on and north of U.S. Highway 78, including points in the commercial zones of points on U.S. Highway 78, as defined by the Commission), and Wests Virginia (except points on and east of a line beginning at the Maryland-West Virginia State line and extending along U.S. Highway 219 to junction West Virginia Highway 219, thence along West Virginia Highway 219 to junction West Virginia Highway 39, thence along West Virginia Highway 39 to the West Virginia-Virginia State line) (Somerset, Pa.)*.

(29) *Paper and paper products* (except commodities in bulk), from the plant and warehouse sites of Packaging Corporation of America at Burlington, Wis., and from the plant and warehouse sites of Guardian Container Co., Inc., at Kenosha, Wis., restricted to the transportation of traffic originating at the above-named plant and warehouse sites (Muncie, Ind.); (30) *Paper* and *paper products*, from the plant and warehouse sites of Packaging Corporation of America at Burlington, Wis., and from the plant and warehouse sites of Guardian Container Co., Inc., at Kenosha, Wis., to points in South Dakota, North Dakota (except points east of U.S. Highway 281), Nebraska (except points on, south, and east of a line beginning at the Iowa-Nebraska State line and extending along U.S. Highway 20 to junction U.S. Highway 81, thence along U.S. Highway 81 to the Nebraska-Kansas State line), and Kansas (except points on, south, and east of a line beginning at the Nebraska-Kansas State line and extending along U.S. Highway 81 to junction Kansas Highway 61, thence along Kansas Highway 61 to junction U.S. Highway 54, thence along U.S. Highway 54 to the Kansas-Oklahoma State line, restricted to the transportation of traffic originating at the above-named plant and warehouse sites (Sibley, Iowa)*.

(31) (a) *Paper* and *paper products* (except commodities in bulk), from the plant site of Charmin Paper Products Co., near Neelys Landing, Mo., to points in Arizona, California, Oregon, Washington, (except points on, north, and east of a line beginning at the United States-Canada International Boundary line and extending along U.S. Highway 97 to junction Washington Highway 17, thence along Washington Highway 17 to junction U.S. Highway 395, thence along U.S. Highway 395 to the Washington-Oregon State line), Idaho (except points on and east of a line beginning at the Nevada-Idaho State line and extending along U.S. Highway 93 to junction Interstate Highway 80N, thence along Interstate Highway 80N to the junction of U.S. Highway 95, thence along U.S. Highway 95 to the United States-Canada International Boundary line), Nevada (except points on, north, and east of a line beginning at the Idaho-Nevada State line and extending along U.S. Highway 93 to junction U.S. Highway 40, thence along U.S. Highway 40 to the Nevada-Utah State line), and Utah (except points on and north of a line beginning at the Nevada-Utah State line and extending along U.S. Highway 16 to junction U.S. Highway 163, thence along U.S. Highway 163 to the Utah-Arizona State line); (b) *Equipment, materials,* and *supplies* used in the manufacture and distribution of paper and paper products (except commodities in bulk), from the destination area described in (a) above to plant site of Charmin Paper Products Co., near Neelys Landing, Mo. (Ashdown, Ark.)*; (32) *Paper* and *paper products* (except commodities in bulk), from Marshall, Mich., to points in Arkansas, Oklahoma, Texas, Colorado, New Mexico, Arizona, Nevada, and California, restricted to the transportation of shipments originating at the plant site and warehouse facilities of St. Regis Paper Company at Marshall, Mich. (Muncie, Ind.)*.

(33) *Paper* and *paper products* produced or distributed by manufacturers, and converters of cellulose materials and products, *materials and supplies* used in the manufacture and distribution of the commodities described above, between points in Wyoming County, Pa., on the one hand, and, on the other, points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, Colorado, and New Mexico, restricted against the transportation of (1) commodities which because of size or weight require the use of special equipment, (2) varnish and synthetic resins, in bulk, to points in Wyoming County, Pa., and (3) commodities in bulk, from points in Colorado, Wyoming, and Utah (Green Bay, Wis.)*; (34) *Cheese* and *foodstuffs* (except meats, meat products, and meat by-products, and except commodities in bulk) which are materials and supplies utilized by food business houses, from points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, Colorado, New Mexico, North Dakota, South Dakota, Minnesota, Wisconsin (except points on, south, and east of a line beginning at Lake Michigan at Milwaukee, Wis., and extending along U.S. Highway 18 to junction U.S. Highway 151, thence along U.S. Highway 151 to the Wisconsin-Illinois State line), Iowa (except points on and south of a line beginning at the Illinois-Iowa State line and extending along U.S. Highway 20 to junction U.S. Highway 69, thence along U.S. Highway 69 to junction U.S. Highway 30,

thence along U.S. Highway 30 to the Iowa-Nebraska State line), Nebraska (except points on, south, and east of a line beginning at the Iowa-Nebraska State line and extending along Nebraska Highway 2 to the junction of U.S. Highway 77, thence along U.S. Highway 77 to the Nebraska-Kansas State line), Kansas (except points east of U.S. Highway 183), Oklahoma (except points east of U.S. Highway 83), and Texas (except points on and east of a line beginning at the New Mexico-Texas State line and extending along U.S. Highway 87 to junction Texas Highway 349, thence along Texas Highway 349 to junction U.S. Highway 67, thence along U.S. Highway 67 to the United States-Mexico International Boundary line), to points in Massachusetts (Green Bay, Wis.) *.

(35) *Equipment, materials,* and *supplies* (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from points in Massachusetts to points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, Colorado, New Mexico, North Dakota, South Dakota, Minnesota, Wisconsin (except points on, south, and east of a line beginning at Lake Michigan at Milwaukee, Wis., and extending along U.S. Highway 18 to junction U.S. Highway 151, thence along U.S. Highway 151 to the Wisconsin-Illinois State line), Iowa (except points on and south of a line beginning at the Illinois-Iowa State line and extending along U.S. Highway 20 to junction U.S. Highway 69, thence along U.S. Highway 69 to junction U.S. Highway 30, thence along U.S. Highway 30 to the Iowa-Nebraska State line), Nebraska (except points on, south, and east of a line beginning at the Iowa-Nebraska State line and extending along Nebraska Highway 2 to junction U.S. Highway 77, thence along U.S. Highway 77 to the Nebraska-Kansas State line), Kansas (except points east of U.S. Highway 183), Oklahoma (except points east of U.S. Highway 83), and Texas (except points on and east of a line beginning at the New Mexico-Texas State line and extending along U.S. Highway 87 to junction Texas Highway 349, thence along Texas Highway 349 to junction U.S. Highway 67, thence along U.S. Highway 67 to the United States-Mexico International Boundary line) (Green Bay, Wis.) *;

(36) *Cheese* and *foodstuffs* (except meats, meat products, and meat by-products, and except commodities in bulk) which are materials and supplies utilized by food business houses, from Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, Colorado, New Mexico, North Dakota, South Dakota, Minnesota, Wisconsin (except points south of U.S. Highway 18), Iowa (except points on, south, and east of a line beginning at the Illinois-Iowa State line and extending along U.S. Highway 20 to junction U.S. Highway 69, thence along U.S. Highway 69 to junction U.S. Highway 30, thence along U.S. Highway 30 to the Iowa-Nebraska State line), Nebraska (except points on, south, and east of a line beginning at the Iowa-Nebraska State line and extending along Nebraska Highway 2 to junction U.S. Highway 77, thence along U.S. Highway 77 to the Nebraska-Kansas State line), Kansas (except points on, south, and east of a line beginning at the Nebraska-Kansas State line and extending along U.S. Highway 183 to junction U.S. Highway 24, thence along U.S. Highway 24 to the Kansas-Colorado State line), Oklahoma (except points east of Oklahoma Highway 136), and points in El Paso County, Tex., to points in Connecticut (Green Bay, Wis.) *; (37) *Equipment, materials,* and *supplies* (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from Connecticut, to points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, Colorado, New Mexico, North Dakota, South Dakota, Minnesota, Wisconsin (except points south of U.S. Highway 18), Iowa (except points on, south, and east of a line beginning at the Illinois-Iowa State line and extending along U.S. Highway 20 to junction U.S. Highway 69, thence along U.S. Highway 69 to junction U.S. Highway 30, thence along U.S. Highway 30 to the Iowa-Nebraska State line), Nebraska (except points on, south, and east of a line beginning at the Iowa-Nebraska State line and extending along Nebraska Highway 2 to junction U.S. Highway 77, thence along U.S. Highway 77 to the Nebraska-Kansas State line), Kansas (except points on, south, and east of a line beginning at the Nebraska-Kansas State line and extending along U.S. Highway 183 to junction U.S. Highway 14, thence along U.S. Highway 24 to the Kansa-Colorado State line), Oklahoma (except points east of Oklahoma Highway 136), and points in El Paso County, Tex.) (Green Bay, Wis.) *.

(38) *Cheese* and *foodstuffs* (except meats, meat products, and meat by-products, and except commodities in bulk), which are materials and supplies utilized by food business houses, from Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, California, New Mexico, North Dakota, South Dakota, Minnesota, Wisconsin (except points on, south, and east of a line beginning at Lake Michigan at Milwaukee, Wis., and extending along U.S. Highway 18 to junction U.S. Highway 51, thence along U.S. Highway 51 to the Wisconsin-Illinois State line), Iowa (except points on, south, and east of a line beginning at the Illinois-Iowa State line and extending along U.S. Highway 151 to junction U.S. Highway 30, thence along U.S. Highway 30 to junction U.S. Highway 69, thence along U.S. Highway 69 to the Iowa-Missouri State line), Nebraska (except points on, south, and east of a line beginning at the Iowa-Nebraska State line and extending along Nebraska Highway 2 to junction U.S. Highway 77, thence along U.S. Highway 77 to the Nebraska-Kansas State line), Kansas (except points east of U.S. Highway 281), Texas (except points on and east of a line beginning at the New Mexico-Texas State line and extending along U.S. Highway 87 to junction Texas Highway 349, thence along Texas Highway 349 to junction U.S. Highway 67, thence along U.S. Highway 67 to the United States-Mexico International Boundary line), and points in Cimarron, Tex., Beaver and Harper Counties, Okla., to Rhode Island (Green Bay, Wis.) *.

(39) *Equipment,* materials and supplies (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from Rhode Island, to points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, Colorado, New Mexico, North Daktota, South Dakota, Minnesota, Wisconsin (except points on, south, and east of a line beginning at Lake Michigan at Milwaukee, Wis., and extending along U.S. Highway 18 to junction U.S. Highway 51, thence along U.S. Highway 51 to the Wisconsin-Illinois State line), Iowa (except points on, south, and east of a line beginning at the Illinois-Iowa State line and extending along U.S. Highway 151 to junction U.S. Highway 30, thence along U.S. Highway 30 to junction U.S. Highway 69, thence along U.S. Highway 69 to the Iowa-Missouri State line), Nebraska (except points south and east of a line beginning at the Iowa-Nebraska State line and extending along Nebraska Highway 2 to junction U.S. Highway 77, thence along U.S. Highway 77 to the Nebraska-Kansas State line), Kansas (except points east of U.S. Highway 281), Texas (except points on and east of a line beginning at the New Mexico-Texas State line and extending along U.S. Highway 87 to junction Texas Highway 349, thence along Texas Highway 349 to junction U.S. Highway 67, thence along U.S. Highway 67 to the United States-Mexico International Boundary line), and points in Cimarron, Tex., Beaver and Harper Counties, Okla. (Green Bay, Wis.) *.

(40) *Cheese and foodstuffs* (except meats, meat products, and meat by-products and except commodities in bulk) which are materials and supplies utilized by food business houses, from points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, North Dakota, South Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along U.S. Highway 23 to junction U.S. Highway 151, thence along U.S. Highway 151 to junction U.S. Highway 18, thence along U.S. Highway 18 to the Wisconsin-Iowa State line), Iowa (except points on and south of a line beginning at the Wisconsin-Iowa State line and extending along U.S. Highway 18 to junction U.S. Highway 63, thence along U.S. Highway 63 to junction U.S. Highway 20, thence along U.S. Highway 20 to the Iowa-Nebraska State line), Nebraska (except points on, south, and east

of a line beginning at the Iowa-Nebraska State line and extending along Nebraska Highway 91 to junction U.S. Highway 281, thence along U.S. Highway 281 to the Nebraska-Kansas State line), Colorado (except points on, south, and east of a line beginning at the Kansas-Colorado State line and extending along U.S. highway 24 to junction U.S. Highway 85, thence along U.S. Highway 85 to the Colorado-New Mexico State line), and New Mexico (except points on and east of a line beginning at the Colorado-New Mexico State line and extending along U.S. Highway 85 to junction New Mexico Highway 3, thence along New Mexico Highway 3 to junction U.S. Highway 54, thence along U.S. Highway 54 to the New Mexico-Texas State line), to New Jersey (Green Bay, Wis.)*

(41) *Equipment, materials,* and *supplies* (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from New Jersey, to points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, North Dakota, South Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction U.S. Highway 151, thence along U.S. Highway 151 to junction U.S. Highway 18, thence along U.S. Highway 18 to the Wisconsin-Iowa State line), Iowa (except points on and south of a line beginning at the Wisconsin-Iowa State line and extending along U.S. Highway 18 to junction U.S. Highway 63, thence along U.S. Highway 63 to junction U.S. Highway 20, thence along U.S. Highway 20 to the Iowa-Nebraska State line), Nebraska (except points on, south, and east of a line beginning at the Iowa-Nebraska State line and extending along Nebraska Highway 91 to junction U.S. Highway 281, thence along U.S. Highway 281 to the Nebraska-Kansas State line), Colorado (except points on, south, and east of a line beginning at the Kansas-Colorado State line), Colorado (except points on, south, and east of a line beginning at the Kansas-Colorado State line and extending along U.S. Highway 24 to junction U.S. Highway 85, thence along U.S. Highway 85 to the Colorado-New Mexico State line), and New Mexico (except points on and east of a line beginning at the Colorado-New Mexico State line and extending along U.S. Highway 85 to junction New Mexico Highway 3, thence along New Mexico Highway 3 to junction U.S. Highway 54, thence along U.S. Highway 54 to the New Mexico-Texas State line) (Green Bay, Wis.)*.

(42) *Cheese* and *foodstuffs* (except meats, meat products, and meat by-products, and except commodities in bulk) which are materials and supplies utilized by food business houses, from points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction U.S. Highway 16, thence along U.S. Highway 16 to the Wisconsin-Minnesota State line), Iowa (except points south of Iowa Highway 9), Colorado (except points on and east of a line beginning at the Nevada-Colorado State line and extending along Colorado Highway 71 to junction U.S. Highway 350, thence along U.S. Highway 350 to junction Interstate Highway 25, thence along Interstate Highway 25 to the Colorado-New Mexico State line), and New Mexico (except points on and east of a line beginning at the Colorado-New Mexico State line and extending along U.S. Highway 285 to junction U.S. Highway 54, thence along U.S. Highway 54 to the New Mexico-Texas State line), to points in New York, Vermont, New Hampshire, and Maine (Green Bay, Wis.)*; (43) *Equipment, materials,* and *supplies* (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from points in New York, to points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, Minnesota, Wisconsin, (except points on and south of a line beginning at Lake Michigan, at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction U.S. Highway 16, thence along U.S. Highway 16 to the Wisconsin-Minnesota State line), Iowa (except points south of Iowa Highway 9), Colorado (except points on and east of a line beginning at the Nevada-Colorado State line and extending along Colorado Highway 71 to junction U.S. Highway 350, thence along U.S. Highway 350 to junction Interstate Highway 25, thence along Interstate Highway 25 to the Colorado-New Mexico State line), and New Mexico (except points on and east of a line beginning at the Colorado-New Mexico State line and extending along U.S. Highway 285 to junction U.S. Highway 54, thence along U.S. Highway 54 to the New Mexico-Texas State line) (Green Bay, Wis.)*.

(44) *Cheese* and *foodstuffs* (except meats, meat products, and meat by-products and except commodities in bulk) which are materials and supplies utilized by food business houses, from points in Washington, Oregon, California, Nevada, Idaho, Utah, Montana, Wyoming, North Dakota, South Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 33, thence along Wisconsin Highway 33 to the Wisconsin-Minnesota State line), Iowa (except points south of Iowa Highway 9), Nebraska (except points on and east of a line beginning at the South Dakota-Nebraska State line and extending along U.S. Highway 385 to junction Nebraska Highway 19, thence along Nebraska Highway 19 to the Nebraska-Colorado State line), Colorado (except points on, south, and east of a line beginning at the Nebraska-Colorado State line and extending along Colorado Highway 113 to junction U.S. Highway 6, thence along U.S. Highway 6 to junction U.S. Highway 285, thence along U.S. Highway 285 to junction U.S. Highway 50, thence along U.S. Highway 50 to junction U.S. Highway 550, thence along U.S. Highway 550 to the Colorado-New Mexico State line), and Arizona (except points on and east of a line beginning at the New Mexico-Arizona State line and extending along U.S. Highway 666 to the junction of U.S. Highway 60, thence along U.S. Highway 60 to junction U.S. Highway 89, thence along U.S. Highway 89 to the United States-Mexico International Boundary line), to points in Pennsylvania (Green Bay, Wis.)*.

(45) *Equipment, materials,* and supplies (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from Pennsylvania, to points in Washington, Oregon, California, Nevada, Idaho, Utah, Montana, Wyoming, North Dakota, South Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 33, thence along Wisconsin Highway 33 to the Wisconsin-Minnesota State line), Iowa (except points south of Iowa Highway 9), Nebraska (except points on and east of a line beginning at the South Dakota-Nebraska State line and extending along U.S. Highway 385 to junction Nebraska Highway 19, thence along Nebraska Highway 19 to the Nebraska-Colorado State line), Colorado (except points on, south, and east of a line beginning at the Nebraska-Colorado State line and extending along Colorado Highway 113 to junction U.S. Highway 6, thence along U.S. Highway 6 to junction U.S. Highway 285, thence along U.S. Highway 285 to junction U.S. Highway 50, thence along U.S. Highway 50 to junction U.S. Highway 550, thence along U.S. Highway 550 to the Colorado-New Mexico State line), and Arizona (except points on and east of a line beginning at the New Mexico-Arizona State line and extending along U.S. Highway 666 to junction U.S. Highway 60, thence along U.S. Highway 60 to junction U.S. Highway 89, thence along U.S. Highway 89 to the United States-Mexico International Boundary line) (Green Bay, Wis.)*.

(46) *Cheese and foodstuffs* (except meats, meat products, and meat by-products, and except commodities in bulk) which are materials and supplies utilized by food business houses, from points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, North Dakota, South Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 82, thence along Wisconsin Highway 82 to the Wisconsin-Iowa State line), Iowa (except points on and south of a line beginning at the Wisconsin-Iowa State line and extending along U.S. Highway 18 to junction U.S. Highway 71, thence along U.S. Highway 71 to junction U.S. Highway 20, thence along U.S. Highway 20 to the Iowa-Nebraska State line), Nebraska (except points on, south, and east of a

line beginning at the Iowa-Nebraska State line and extending along U.S. Highway 20 to junction U.S. Highway 83, thence along U.S. Highway 83 to the Nebraska-Kansas State line), Colorado (except points on and east of a line beginning at the Nebraska-Colorado State line and extending along U.S. Highway 6 to junction U.S. Highway 285, thence along U.S. Highway 285 to junction U.S. Highway 50, thence along U.S. Highway 50 to junction U.S. Highway 550, thence along U.S. Highway 550 to the Colorado-New Mexico State line), to points in Maryland, Delaware, and the District of Columbia (Green Bay, Wis.).*

(47) *Equipment*, materials, and supplies (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from points in Maryland, Delaware, and the District of Columbia, to points in Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, Montana, Wyoming, North Dakota, South Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 82, thence along Wisconsin Highway 82 to the Wisconsin-Iowa State line), Iowa (except points on and south of a line beginning at the Wisconsin-Iowa State line and extending along U.S. Highway 18 to junction U.S. Highway 71, thence along U.S. Highway 71 to junction U.S. Highway 20, thence along U.S. Highway 20 to the Iowa-Nebraska State line), Nebraska (except points on, south, and east of a line beginning at the Iowa-Nebraska State line and extending along U.S. Highway 20 to junction U.S. Highway 83, thence along U.S. Highway 83 to the Nebraska-Kansas State line), Colorado (except points on and east of a line beginning at the Nebraska-Colorado State line and extending along U.S. Highway 6 to junction U.S. Highway 285, thence along U.S. Highway 285 to junction U.S. Highway 50, thence along U.S. Highway 50 to junction U.S. Highway 550, thence along U.S. Highway 550 to the Colorado-New Mexico State line) (Green Bay, Wis.)*.

(48) *Cheese* and *foodstuffs* (except meats, meat products, and meat by-products, and except commodities in bulk) which are materials and supplies utilized by food business houses, from points in Washington, Oregon, Idaho, Montana, North Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 82, thence along Wisconsin Highway 82 to the Wisconsin-Iowa State line), South Dakota (except points on, south, and east of a line beginning at the Iowa-South Dakota State line and extending along South Dakota Highway 46 to junction U.S. Highway 81, thence along U.S. Highway 81 to the South Dakota-Nebraska State line), Wyoming (except points on, south, and east of a line beginning at the Nebraska-Wyoming State line and extending along U.S. Highway 26 to junction Wyoming Highway 220, thence along Wyoming Highway 220 to junction U.S. Highway 287, thence along U.S. Highway 287 to junction Interstate Highway 80, thence along Interstate Highway 80 to the Wyoming-Utah State line), Utah (except points on and east of a line beginning at the Wyoming-Utah State line and extending along Interstate Highway 80 to junction U.S. Highway 91, thence along U.S. Highway 91 to the Utah-Arizona State line), Nevada (except points south of Interstate Highway 15), and California (except points on and east of a line beginning at the Nevada-California State line and extending along Interstate Highway 15 to junction Interstate Highway 5, thence along Interstate Highway 5 to the United States-Mexico International Boundary line), to points in West Virginia (Green Bay, Wis.)*.

(49) *Equipment, materials*, and *supplies* (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from points in West Virginia, to points in Washington, Oregon, Idaho, Montana, North Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 82, thence along Wisconsin Highway 82 to the Wisconsin-Iowa State line), South Dakota (except points on, south, and east of a line beginning at the Iowa-South Dakota State line and extending along South Dakota Highway 46 to junction U.S. Highway 81, thence along U.S. Highway 81 to the South Dakota-Nebraska State line), Wyoming (except points on, south, and east of a line beginning at the Nebraska-Wyoming State line and extending along U.S. Highway 26 to junction Wyoming Highway 220, thence along Wyoming Highway 220 to junction U.S. Highway 287, thence along U.S. Highway 287 to junction Interstate Highway 80, thence along Interstate Highway 80 to the Wyoming-Utah State line), Utah (except points on and east of a line beginning at the Wyoming-Utah State line and extending along Interstate Highway 80 to junction U.S. Highway 91, thence along U.S. Highway 91 to the Utah-Arizona State line), Nevada (except points south of Interstate Highway 15), and California (except points on and east of a line beginning at the Nevada-California State line and extending along Interstate Highway 15 to junction Interstate Highway 5, thence along Interstate Highway 5 to the United States-Mexico International Boundary line) (Green Bay, Wis.)*.

(50) *Cheese* and *foodstuffs* (except meats, meat products, and meat by-products and except commodities in bulk) which are materials and supplies utilized by food business houses, from points in Washington, Oregon, Idaho, Montana, North Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 82, thence along Wisconsin Highway 82 to the Wisconsin-Iowa State line), Iowa (except points south of Iowa Highway 9), South Dakota (except points on, south, and east of a line beginning at the Iowa-South Dakota State line and extending along U.S. Highway 18 to junction U.S. Highway 81, thence along U.S. Highway 81 to the South Dakota-Nebraska State line), Wyoming (except points on, south, and east of a line beginning at the Nebraska-Wyoming State line and extending along U.S. Highway 26 to junction Wyoming Highway 220, thence along Wyoming Highway 220 to junction U.S. Highway 287, thence along U.S. Highway 287 to junction Interstate Highway 80, thence along Interstate Highway 80 to the Wyoming-Utah State line), Utah (except points east of U.S. Highway 91), Nevada (except points on and south of a line beginning at the Utah-Nevada State line and extending along Nevada Highway 25 to junction U.S. Highway 6, thence along U.S. Highway 6 to the Nevada-California State line), and points in Santa Cruz, Santa Clara, Merced, Mariposa, and Mono Counties, Calif., and points north of the described counties in California, to points in Virginia (Green Bay, Wis.)*.

(51) *Equipment, materials*, and *supplies* (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from points in Virginia, to points in Washington, Oregon, Idaho, Montana, North Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 82, thence along Wisconsin Highway 82 to the Wisconsin-Iowa State line), Iowa (except points south of Iowa Highway 9), South Dakota (except points on, south, and east of a line beginning at the Iowa-South Dakota State line and extending along U.S. Highway 18 to junction U.S. Highway 81, thence along U.S. Highway 81 to the South Dakota-Nebraska State line), Wyoming (except points on, south, and east of a line beginning at the Nebraska-Wyoming State line and extending along U.S. Highway 20 to junction Wyoming Highway 789, thence along Wyoming Highway 789 to junction Interstate Highway 80, thence along Interstate Highway 80 to the Wyoming-Utah State line), Utah (except points east of U.S. Highway 91), Nevada (except points on and south of a line beginning at the Utah-Nevada State line and extending along Nevada Highway 25 to junction U.S. Highway 6, thence along U.S. Highway 6 to the Nevada-California State line), and points in Santa Cruz, Santa Clara, Merced, Mariposa, and Mono Counties, Calif., and points north of the described counties in California (Green Bay, Wis.)*.

(52) *Cheese and foodstuffs* (except meat, meat products, and meat by-products, and except commodities in bulk) which are materials and supplies utilized by food business houses, from points in Washington, Oregon, Idaho, Montana, North Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboy-

gan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 82, thence along Wisconsin Highway 82 to the Wisconsin-Iowa State line), Iowa (except points south of Iowa Highway 9, South Dakota (except points on and south of a line beginning at the Iowa-South Dakota State line and extending along U.S. Highway 18 to junction U.S. Highway 281, thence along U.S. Highway 281 to the South Dakota-Nebraska State line), Wyoming (except points on and south of a line beginning at the Nebraska-Wyoming State line and extending along U.S. Highway 20 to junction Wyoming Highway 789, thence along Wyoming Highway 789 to junction Wyoming Highway 28, thence along Wyoming Highway 28 to junction U.S. Highway 187, thence along U.S. Highway 187 to junction Interstate Highway 80, thence along Interstate Highway 80 to the Wyoming-Utah State line), Utah (except points on and south of a line beginning at the Wyoming-Utah State line and extending along U.S. Highway 189 to junction U.S. Highway 50, thence along U.S. Highway 50 to the Utah-Nevada State line), Nevada (except points south of U.S. Highway 50), and California (except points on and south of a line beginning at the Nevada-California State line and extending along Interstate Highway 80 to junction California Highway 17, thence along California Highway 17 to the Pacific Ocean at Santa Cruz, Calif.), to points in North Carolina and South Carolina (Green Bay, Wis.)*.

(53) *Equipment, materials,* and *supplies* (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from points in North Carolina and South Carolina to points in Washington, Oregon, Idaho, Montana, North Dakota, Minnesota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Sheboygan, Wis., and extending along Wisconsin Highway 23 to junction Wisconsin Highway 82, thence along Wisconsin Highway 82 to the Wisconsin-Iowa State line), Iowa (except points south of Iowa Highway 9), South Dakota (except points on and south of a line beginning at the Iowa-South Dakota State line and extending along U.S. Highway 18 to junction U.S. Highway 281, thence along U.S. Highway 281 to the South Dakota-Nebraska State line), Wyoming (except points on and south of a line beginning at the Nebraska-Wyoming State line and extending along U.S. Highway 20 to junction Wyoming Highway 789, thence along Wyoming Highway 789 to junction Wyoming Highway 28, thence along Wyoming Highway 28 to junction U.S. Highway 187, thence along U.S. Highway 187 to junction Interstate Highway 80, thence along Interstate Highway 80 to the Wyoming-Utah State line), Utah (except points on and south of a line beginning at the Wyoming-Utah State line and extending along U.S. Highway 189 to junction U.S. Highway 50, thence along U.S. Highway 50 to the Utah-Nevada State line), Nevada (except points south of U.S. Highway 50), and California (except points on and south of a line beginning at the Nevada-California State line and extending along Interstate Highway 80 to junction California Highway 17, thence along California Highway 17 to the Pacific Ocean at Santa Cruz, Calif.) (Green Bay, Wis.)*.

(54) *Cheese* and *foodstuffs* (except meat, meat products, and meat by-products and except commodities in bulk) which are materials and supplies utilized by food business houses, from points in Washington, North Dakota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Manitowoc, Wis., and extending along U.S. Highway 10 to junction U.S. Highway 12, thence along U.S. Highway 12 to the Wisconsin-Minnesota State line), Minnesota (except points south of U.S. Highway 12), South Dakota (except points on and south of a line beginning at the Minnesota-South Dakota State line and extending along U.S. Highway 12 to junction U.S. Highway 81, thence along U.S. Highway 81 to junction U.S. Highway 212, thence along U.S. Highway 212 to the South Dakota-Wyoming State line), Montana (except points south of U.S. Highway 10), Idaho (except points south of U.S. Highway 12), and Oregon (except points on, south, and east of a line beginning at the Washington-Oregon State line and extending along U.S. Highway 395 to junction U.S. Highway 20, thence along U.S. Highway 20 to the Pacific Ocean at Newport, Oreg.), to points in Kentucky (Green Bay, Wis.)*.

(55) *Equipment, materials,* and *supplies* (except commodities in bulk) utilized by food business houses and used in the manufacture and distribution of foodstuffs, from points in Kentucky, to points in Washington, North Dakota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Manitowoc, Wis., and extending along U.S. Highway 10 to junction U.S. Highway 12, thence along U.S. Highway 12 to the Wisconsin-Minnesota State line), Minnesota (except points south of U.S. Highway 12), South Dakota (except points on and south of a line beginning at the Minnesota-South Dakota State line and extending along U.S. Highway 12 to junction U.S. Highway 81, thence along U.S. Highway 81 to junction U.S. Highway 212, thence along U.S. Highway 212 to the South Dakota-Wyoming State line), Montana (except points south of U.S. Highway 10), Idaho (except points south of U.S. Highway 12), and Oregon (except points on, south, and east of a line beginning at the Washington-Oregon State line and extending along U.S. Highway 395 to junction U.S. Highway 20, thence along U.S. Highway 20 to the Pacific Ocean at Newport, Oreg.) (Green Bay, Wis.)*; and (56) *Cheese* and *foodstuffs* (except meat, meat products, and meat by-products and except commodities in bulk) which are materials and supplies utilized by foodbusiness houses, from points in Washington, North Dakota, Wisconsin (except points on and south of a line beginning at Lake Michigan at Manitowoc, Wis., and extending along U.S. Highway 10 to junction U.S. Highway 12, thence along U.S. Highway 12 to the Wisconsin-Minnesota State line), Minnesota (except points south of U.S. Highway 12), South Dakota (except points south of U.S. Highway 12), Montana (except points south of U.S. Highway 12), and Idaho (except points south of U.S. Highway 12), to points in Tennessee (Green Bay, Wis.)*. The purpose of this filing is to eliminate the gateways indicated by asterisks above.

No. MC 52704 (Sub-No. E1), filed May 20, 1974. Applicant: GLENN McCLENDON TRUCKING CO., INC., P.O. Drawer "H", LaFayette, Ala. 36862. Applicant's representative: Archie B. Culbreth, Suite 246, 1252 West Peachtree Street NW., Atlanta, Ga. 30309. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Glass bottles*, for beverages and food, (1) from points in Georgia on and south of a line beginning at the Alabama-Georgia State line and extending along U.S. Highway 78 to Atlanta, Ga., thence along Interstate Highway 85 to the Georgia-North Carolina State line to points in Arkansas; (2) from points in Georgia on, north and west of a line beginning at the Alabama-Georgia State line and extending along U.S. Highway 29 to Atlanta, Ga., thence along U.S. Highway 19 to the Georgia-North Carolina State line to points in Florida; (3) from Athens, Ga., to points in Florida and and west of Florida Highway 65 and on and south of Florida Highway 84; (4) from points in Georgia on, east and north of a line beginning at the North Carolina-Georgia State line and extending along U.S. Highway 19 to its junction with Interstate Highway 85, thence along Interstate Highway 85 to the Georgia-South Carolina State line, including Atlanta, Ga., to points in Florida on and west of U.S. Highway 319 and on and south of Florida Highway 44; (5) from Muskogee County, Ga., to points in Florida on and south of Florida Highway 50.

(6) From points in Georgia to points in Louisiana (restricted against traffic moving from points in Georgia on and south of a line from the Alabama-Georgia State line and extending along U.S. Highway 82 to its junction with Georgia Highway 33, thence along Georgia Highway 33 to the Florida-Georgia State line to points in Louisiana on and south of U.S. Highway 190, and restricted against traffic moving from points in Georgia on and south of a line beginning at the Alabama-Georgia State line and extending along Georgia Highway 37 to its junction with Georgia Highway 33, thence along Georgia Highway 33 to the Georgia-Florida State line to points in Louisiana on and south of U.S. Highway 84); (7) from points in Georgia on and north of U.S. Highway 82 including Brunswick (except points on, north and west of U.S. Highway 411), to points in

Mississippi except points on and east of a line beginning at the Alabama-Mississippi State line extending along U.S. Highway 82 to its junction with U.S. Highway 45, thence along U.S. Highway 45 to the Mississippi-Tennessee State line; (8) from points in Georgia on and south of U.S. Highway 82 to points in Mississippi on and north of U.S. Highway 82; (9) from points in Georgia to points in Texas (restricted against traffic moving from points in Georgia south of a line beginning at the Alabama-Georgia State line and extending along Georgia Highway 37 to its junction with Georgia Highway 33, thence along Georgia Highway 33 to the Georgia-Florida State line to points in Texas on and east of a line beginning at the Texas-Louisiana State line and extending U.S. Highway 84 to its junction with U.S. Highway 59, thence along U.S. Highway 59 to the Gulf of Mexico); (10) from points in North Carolina (except points west of U.S. Highway 221) to points in Arkansas (except points on and east of U.S. Highway 63); (11) from points in North Carolina west of U.S. Highway 221 to points in Arkansas west of U.S. Highway 65 and to Pine Bluff, Ark.

(12) From points in North Carolina to points in Louisiana and Texas; (13) from points in North Carolina to points in Mississippi (except points north of Mississippi Highway 6); (14) from points in Alabama on and east of a line starting at the Alabama-Georgia State line and extending along Georgia Highway 22 to its junction with U.S. Highway 431, thence along U.S. Highway 431 to the Florida-Alabama State line, except traffic from Dotham, Ala., is restricted to tarffic moving to points in Louisiana north of U.S. Highway 82; (15) from points in Macon, Montgomery and Pike Counties, Ala., to points in Arkansas on and north of U.S. Highway 64; (16) from points in Alabama on and east of a line beginning at the Alabama-Georgia State line and extending along U.S. Highway 78 to its junction with U.S. Highway 431, thence along U.S. Highway 431 to the Alabama-Florida State line (except points on and east of U.S. Highway 61 and points south of Interstate Highway 20 and Shreveport, La.; (17) from points in Randolph, Chambers, Lee and Russell Counties, Ala., to points in Mississippi; (18) from points in Barbour, Henry and Houston Counties, Ala., to points in Mississippi on and north of Mississippi Highway 6; (19) from DeKalb, Etowah, Cherokee, Cleburne, Calhoun, Talladega, Clay, Randolph, Tallapoosa, Chambers, Lee, Macon, Russell, Bullock, Barbour, Dale and Henry Counties, Ala., to points in Texas on and west of a line beginning at the Oklahoma-Texas State line and extending along U.S. Highway 259 to its junction with U.S. Highway 69, thence along U.S. Highway 69 to Port Arthur, Tex.; (20) from points in Houston, Montgomery and Pike Counties, Ala., to points in Texas on and west of U.S. Highway 75; (21) from Jefferson County, Ala., to points in Texas on and west of U.S. Highway 83; (22) from Covington, Coffee and Geneva Counties, Ala., to points in Lubbock and Midland Counties, Tex., and points in Texas on and west of U.S. Highway 385; (23) from points in Tennessee on and east of Interstate Highway 75 (except Chattanooga, Tenn.) to points in Louisiana, and from Chattanooga, Tenn., to points in Louisiana on and west of U.S. Highway 171 and on and south of Interstate Highway 10 (except Baton Rouge, La.); (24) from points in Tennessee east of U.S. Highway 27 (except Hamilton County), to points in Mississippi on and south of Interstate Highway 20 and Vicksburg, Miss.; and (25) from points in Tennessee on and east of U.S. Highway 27 to points in Texas, except points in Lamar and Red River Counties, Tex. The purpose of this filing is to eliminate the gateway of LaFayette, Ala.

No. MC 52704 (Sub-No. E2), filed May 20, 1974. Applicant: GLENN McCLENDON TRUCKING CO., INC., P.O. Drawer "H", LaFayette, Ala. 36862. Applicant's representative: Archie B. Culbreth, Suite 246, 1252 West Peachtree Street NW., Atlanta, Ga. 30309. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *New glass beverage bottles*, (1) from Atlanta, Ga., and Laurens, S.C., to points in Arkansas, Louisiana and Texas; (2) from Atlanta, Ga., to Ocala, Fla., and to points in Florida on and west of a line beginning at the Florida-Georgia State line and extending along Interstate Highway 75 to its junction with the Florida Turnpike, thence along Florida Turnpike to its junction with Florida Highway 44, thence along Florida Highway 44 to the Atlantic Ocean; (3) from Atlanta, Ga., to points in Mississippi (except points on and east of a line beginning at the Alabama-Mississippi State line and extending along U.S. Highway 82 to its junction with U.S. Highway 45, thence along U.S. Highway 45 to the Mississippi-Tennessee State line); and (4) from Laurens, S.C., to points in Florida on and west of Florida Highway 65. The purpose of this filing is to eliminate the gateway of LaFayette, Ala.

No. MC 83835 (Sub-No. E28), filed May 14, 1974. Applicant: WALES TRANSPORTATION, INC., P.O. Box 6186, Dallas, Texas 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Commodities* which, because of their size or weight, require the use of special equipment, and related parts when their transportation is incidental to the transportation of commodities which by reason of size or weight require special equipment, when transported as machinery, equipment, materials, and supplies used in or in connection with the construction, operation, repair, servicing, maintenance and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and by-products, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights of way; (2) *Commodities* which, because of their size or weight, require the use of special equipment, and related parts when their transportation is incidental to the transportation of commodities, which by reason of size or weight require the use of special equipment, when transported as earth drilling machinery and equipment, and machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites and (d) the injection or removal of commodities into or from holes or wells.

(3) *Self-propelled articles*, each weighing 15,000 pounds or more, and related machinery, tools, parts, and supplies moving in connection therewith, when transported as; machinery, equipment, materials, and supplies used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and by-products, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights of way; (4) *Self-propelled articles*, each weighing 15,000 pounds or more, and related machinery, tools, parts, and supplies moving in connection therewith, when transported as; earth drilling machinery and equipment, and machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or holesites and (d) the injection or removal of commodities into or from holes or wells; between points in Utah, on the one hand, and, on the other, points in Ohio, Pennsylvania, and West Virginia. The purpose of this filing is to eliminate the gateway of Kansas.

No. MC 83835 (Sub-No. E29), filed May 14, 1974. Applicant: WALES TRANSPORTATION, INC., P.O. Box 6186, Dallas, Tex. 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (A) *Commodities* which, because of their size or weight, require the use of special equipment, and related parts when their transportation is incidental to the transportation of commodities which by reason of size or weight require special equipment when transported as; (1) machinery, equipment, materials, and supplies used in, or in

connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof, (2) machinery, equipment, materials, and supplies used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of natural gas, petroleum, their products and by-products, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights-of-way, and (3) earth drilling machinery and equipment, and machinery, equipment, materials, supplies, and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites, and (d) the injection or removal of commodities into or from holes or wells.

(B) *Self-propelled articles*, each weighing 15,000 pounds or more, and *related machinery, tools, parts*, and *supplies* moving in connection therewith, when transported as; (1) machinery, equipment, materials, and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof, (2) earth drilling machinery and equipment, and machinery, equipment, materials, supplies, and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites and (d) the injection or removal of commodities into or from holes or wells, and (3) machinery, equipment, materials, and supplies used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products, and by-products, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights-of-way; between points in Pennsylvania on and west of U.S. Highway 219, on the one hand, and, on the other, points in Utah. The purpose of this filing is to eliminate the gateways of Kansas and Illinois.

No. MC 83835 (Sub-No. E32), filed May 14, 1974. Applicant: WALES TRANSPORTATION, INC., P.O. Box 6186, Dallas, Tex. 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Machinery, equipment, materials*, and *supplies* used in or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof, between all points in Alaska, on the one hand, and, on the other, points in Arkansas, Illinois, Indiana, Iowa, Kentucky, Louisiana, Minnesota, Nebraska, North Dakota, Oklahoma, South Dakota, Missouri, and Texas. The purpose of this filing is to eliminate the gateways of Oklahoma and Texas.

No. MC 83835 (Sub-No. E34), filed May 14, 1974. Applicant: WALES TRANSPORTATION, INC., P.O. Box 6186, Dallas, Texas 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Machinery, equipment, materials, and supplies* used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof, when transported as either of the following: (A) earth drilling machinery and equipment, and machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites and (d) the injection or removal of commodities into or from holes or wells; and/or (B) machinery, equipment, materials, and supplies used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and by-products, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights of way; between points in Alaska, on the one hand, and, on the other, points in the Lower Peninsula of Michigan, Ohio, Pennsylvania, and West Virginia. The purpose of this filing is to eliminate the gateway of Kansas.

No. MC 83835 (Sub-No. E35), filed May 14, 1974. Applicant: WALES TRANSPORT, INC., P.O. Box 6186, Dallas, Tex. 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Contractors' machinery, equipment, materials, and supplies* (except commodities in bulk), when transported as; machinery, equipment, materials, and supplies used in or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof; and (2) *Contractors' machinery, equipment*, materials, and supplies (except commodities in bulk), when transported as; commodities, the transportation of which, because of size or weight, requires the use of special equipment, and related machinery parts, and related contractors' materials and supplies when their transportation is incidental to the transportation by the carrier of commodities which, because of size or weight, require the use of special equipment, except machinery, equipment, materials, and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and byproducts, and machinery, and equipment, materials, and supplies used in or in connection with, the construciton, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof, when transported as either of the following: (A) earth drilling machinery and equipment, and machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites and (d) the injection or removal of commodities into or from holes or wells; and/or (B) machinery, equipment, materials, and supplies used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and by-products, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights of way; between points in Alaska, on the one hand, and, on the other, points in the Lower Peninsula of Michigan, Ohio, Pennsylvania, and West Virginia. The purpose of this filing is to eliminate the gateway of Kansas.

No. MC 83835 (Sub-No. E35), filed May 14, 1974. Applicant: WALES TRANSPORT, INC., P.O. Box 6186, Dallas, Tex. 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Contractors' machinery, equipment, materials, and supplies* (except commodities in bulk), when transported as; machinery, equipment, materials, and supplies used in or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof; and (2) *Contractors' machinery, equipment*, materials, and supplies (except commodities in bulk), when transported as; commodities, the transportation of which, because of size or weight, requires the use of special equipment, and related machinery parts, and

related contractors' materials and supplies when their transportation is incidental to the transportation by the carrier, of commodities which, because of size or weight, require the use of special equipment (except machinery, equipment, materials, and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof).

Between points in Alaska, on the one hand, and, on the other, points in the Lower Peninsula of Michigan, and points in Wisconsin on and south of a line beginning at the Wisconsin-Minnesota State line and extending along U.S. Highway 16 to junction U.S. Highway 12, thence along U.S. Highway 12 to junction Wisconsin Highway 173, thence along Wisconsin Highway 173 to junction Wisconsin Highway 80, thence along Wisconsin Highway 80 to junction Wisconsin Highway 13, thence along Wisconsin Highway 13 to junction Wisconsin Highway 97, thence along Wisconsin Highway 97 to junction Wisconsin Highway 153, thence along Wisconsin Highway 153 to junction U.S. Highway 51, thence along U.S. Highway 51 to junction Wisconsin Highway 52, thence along Wisconsin Highway 52 to junction U.S. Highway 45, thence along U.S. Highway 45 to junction Wisconsin Highway 64, thence along Wisconsin Highway 64 to the Michigan-Wisconsin State line. The purpose of this filing is to eliminate the gateways of Kansas and Illinois.

No. MC 83835 (Sub-No. E47), filed May 14, 1974. Applicant: WALES TRANSPORTATION, INC., P.O. Box 6186, Dallas, Tex. 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Metal tubing and pipe*, when transported as; commodities which, because of their size or weight, require the use of special equipment, and related parts when their transportation is incidental to the transportation of commodities, which by reason of size or weight, require the use of special equipment (except machinery, equipment, materials, and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products), and materials, equipment, and supplies used in, or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof; (2) *Metal tubing and pipe*, when transported as; machinery, equipment, materials, and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof.

(3) *Metal tubing and pipe*, when transported as; earth drilling machinery and equipment, and machinery, equipment, materials, supplies, and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites, and (d) the injection or removal of commodities into or from holes or wells; (4) *Metal tubing and pipe*, when transported as; machinery, equipment, materials, and supplies used in, or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and by-products, water or sewerage, restricted to the transportation of shipments moving to or from pipeline rights-of-way; (a) from points in New York, Pennsylvania, and West Virginia, to points in Colorado and Oklahoma; from points in Michigan and Ohio, to points in Oklahoma; (c) from points in Ohio, to points in Colorado on and south of a line beginning at the Colorado-Kansas State line to junction Interstate Highway 70, thence along Interstate Highway 70 to junction U.S. Highway 24, thence along U.S. Highway 24 to junction Interstate Highway 70, thence along Interstate Highway 70 to the Colorado-Utah State line; (d) from points in Ohio on and east of a line beginning at the Ohio-Lake Erie State line to junction Interstate Highway 71, thence along Interstate Highway 71 to the Ohio-Kentucky State line to points in Colorado; and (e) from the Lower Peninsula of Michigan to points in Colorado on and south of a line beginning at the Colorado-Oklahoma State line to junction U.S. Highway 287, thence along U.S. Highway 287 to junction U.S. Highway 160, thence along U.S. Highway 160 to junction Colorado Highway 101, thence along Colorado Highway 101 to junction U.S. Highway 50, thence along U.S. Highway 50 to the Colorado-Utah State line. The purpose of this filing is to eliminate the gateway of Tulsa, Okla.

No. MC 83835 (Sub-No. E48), filed May 14, 1974. Applicant: WALES TRANSPORTATION, INC., P.O. Box 6186, Dallas, Texas 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Metal pipe* (except oilfield pipe) when transported as: (A) commodities which, because of their size or weight, require the use of special equipment, and related parts, when their transportation is incidental to the transportation of commodities, which by reason of size or weight require the use of special equipment, except machinery, equipment, materials, and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and materials, equipment and supplies used in, or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof, and/or (B) *metal pipe* (except oilfield pipe) when transported as: earth drilling machinery, and equipment, and machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites and (d) the injection or removal of commodities into or from holes or wells, and/or (c) *metal pipe* (except oilfield pipe) when transported as: machinery, equipment, materials, and supplies used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and byproducts, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights-of-way.

(1) From points in New York, Ohio, Pennsylvania, and West Virginia, to points in California and Arizona; (2) from points in Indiana and Michigan, to points in Arizona; (3) from points in New York, Pennsylvania, and West Virginia, to points in Nevada; (4) from points in West Virginia, to points in Utah; (5) from points in Lower Michigan, to points in California, points in California, points in Utah on and south of highways beginning at the Utah-Colorado State line along U.S. Highway 50 to junction Interstate Highway 70, thence along Interstate Highway 70 to junction Utah Highway 26, thence along Utah Highway 26 to junction U.S. Highway 50, thence to the Nevada border, and, points in Nevada on and south of a line beginning at the Utah border along U.S. Highway 50, thence along U.S. Highway 50 to junction U.S. Highway 95 Alternate, thence along U.S. Highway 95 Alternate to junction U.S. Highway 40, to the California border; (6) from points in Ohio on and east of Interstate Highway 71 to points in Utah; (7) from points in Ohio to points in Utah on and south of a line beginning at the Colorado line along Utah Highway 88 to junction U.S. Highway 40, thence along U.S. Highway

40 to junction Utah Highway 73, thence along Utah Highway 73 to junction Utah Highway 199, to the Nevada line; (8) from points in Pennsylvania, to points in Utah on and south of highways beginning at the Utah-Wyoming State line: Highways I–80, I–80N, 89, 40, to the Wyoming-Nevada State line; (9) from points in Indiana on and south of highways beginning at the Illinois-Indiana State line: Highway 40, to the Ohio-Indiana State line, to points in Utah on and south of highways beginning at the Colorado-Utah State line: Highway 40, to the Nevada-Utah State line; (10) from points in Indiana, to points in Nevada on and south and west of highways beginning at the Nevada-California State line: Highways I–80, Alternate, 35, 50, 23, 89, 6, 25, 93, to the Nevada-Arizona State line.

(11) From points in Ohio, to points in Nevada on and south of highways beginning at the Nevada-Utah State line: Highways 50, 95, 80, to the Nevada-California State line; (12) from points in Ohio on and east of highways beginning at the Ohio-Lake Erie line: Highways I–71, to the Ohio-Kentucky State line, to points in Nevada; (13) from points in Indiana, to points in California on and south and west of highways beginning at the Nevada-California State line: Highways 50, 99, 5, to the Oregon-California State line; (14) from points in New York, to points in Utah on and south of highways beginning at the Wyoming-Utah State line: Highways 189, 80N, 89, 15, 40, to the Nevada-Utah State line. The purpose of this filing is to eliminate the gateway of Tulsa and Wagoner, Okla.

No. MC 83835 (Sub-No. E52), filed June 4, 1974. Applicant: WALES TRANSPORTATION, INC., P.O. Box 6186, Dallas, Tex. 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Steel tanks*, knocked down, when transported as; commodities which, because of their size or weight, require the use of special equipment, and related parts when their transportation is incidental to the transportation of commodities which by reason of size or weight require special equipment, from points in Utah, and points in Colorado on, west, and south of a line beginning at the Colorado-Wyoming State line to junction Colorado Highway 125, thence along Colorado Highway 125 to junction U.S. Highway 34, thence along U.S. Highway 34 to junction U.S. Highway 36, thence along U.S. Highway 36 to junction Interstate Highway 70, thence along Interstate Highway 70 to the Colorado-Kansas State line, and, points in New Mexico on and west of a line beginning at the New Mexico-Texas State line to junction U.S. Highway 70, thence along U.S. Highway 70 to junction New Mexico Highway 2, thence along New Mexico Highway 2 to junction U.S. Highway 285, thence along U.S. Highway 285 to the United States-Mexico International Boundary line, to points in Indiana, Kentucky, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Virginia, and West Virginia.

(2) *Steel tanks* when transported as; machinery, equipment, materials, and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operations, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof; (3) *Steel tanks*, when transported as; earth drilling machinery and equipment, and machinery, equipment, materials, supplies, and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites, and (d) the injection or removal of commodities into or from holes or wells; and (4) *Steel tanks*, when transported as; machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products, and by-products, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights-of-way; from points in Colorado on, west, and south of a line beginning at the Colorado-Wyoming State line to junction Colorado Highway 125, thence along Colorado Highway 125 to junction U.S. Highway 34, thence along U.S. Highway 34 to junction U.S. Highway 36, thence along U.S. Highway 36 to junction Interstate Highway 70, thence along Interstate Highway 70 to the Colorado-Kansas State line, and, points in New Mexico on and west of a line beginning at the New Mexico-Texas State line to junction U.S. Highway 70, thence along U.S. Highway 70 to junction New Mexico Highway 2, thence along New Mexico Highway 2 to junction U.S. Highway 285, thence along U.S. Highway 285 to the United States-Mexico International Boundary line to points in Indiana, Kentucky, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Virginia, and West Virginia. The purpose of this filing is to eliminate the gateway of the facilities of Tec Tank at Parson, Kans.

No. MC 83835 (Sub-No. E55), filed June 4, 1974. Applicant: WALES TRANSPORTATION, INC., P.O. Box 6186, Dallas, Tex. 75222. Applicant's representative: William A. Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (A) *Sprinkler systems*, when transported as; commodities, which, because of their size or weight, require the use of special equipment, and related parts when their transportation is incidental to the transportation of commodities, which by reason of size or weight, require the use of special equipment (except machinery, equipment, materials, and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and materials, equipment, and supplies used in, or in connection with the construction, operation, repair, servicing, mainstringing and picking up thereof; (B) *Sprinkler systems*, when transported as; machinery, equipment, materials, and supplies used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products, and machinery, equipment, materials, and supplies used in or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof; (C) *Sprinkler systems*, when transported as; earth drilling machinery and equipment, and machinery, equipment, materials, supplies, and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites, and (d) the injection or removal of commodities into or from holes or wells.

(D) *Sprinkler system*, when transported as; machinery, equipment, materials, and supplies used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products, and by-products, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights-of-way; (1) from points in Colorado, Montana, Utah, Wyoming, and points in Nebraska on and west of a line beginning at the Nebraska-South Dakota State line to junction U.S. Highway 20, thence along U.S. Highway 20 to junction U.S. Highway 183, thence along U.S. Highway 183 to junction U.S. Highway 281, thence along U.S. Highway 281 to the Nebraska-Kansas State line and points in Kansas on and west of a line beginning at the Kansas-Nebraska State line to junction U.S. Highway 281, thence along U.S. Highway 281 to junction Kansas Highway 96, thence along Kansas Highway 96 to junction Interstate Highway 35, thence along Interstate Highway 35 to junction U.S. Highway 160, thence along U.S. Highway 160 to junction U.S. Highway 77, thence along U.S. Highway 77 to the Kansas-Oklahoma State line, to points in Alabama, Florida, Georgia, Mississippi, North Carolina, South Caro-

lina, and Tennessee; (3) from points in New Mexico and points in Texas on and north of a line beginning at the Texas-New Mexico State line to junction Texas Highway 125, thence along Texas Highway 125 to junction Texas Highway 116, thence along Texas Highway 116 to junction U.S. Highway 82, thence along U.S. Highway 82 to junction Texas Highway 79, thence along Texas Highway 79 to the Texas-Oklahoma State line and, points in Oklahoma on, north, and west of a line beginning at the Oklahoma-Arkansas State line to junction U.S. Highway 270, thence along U.S. Highway 270 to junction U.S. Highway 69, thence along U.S. Highway 69 to the Oklahoma-Texas State line to points in Alabama, Florida, Georgia, Kentucky, North Carolina, South Carolina, Tennessee, Virginia, West Virginia, and points in Mississippi on and east of a line beginning at the Mississippi-Louisiana State line to junction Interstate Highway 20, thence along Interstate Highway 20 to junction U.S. Highway 49, thence along U.S. Highway 49 to the Mississippi-Gulf of Mexico line. The purpose of this filing is to eliminate the gateways of Kansas, Oklahoma, and facilities of Perking Automatic Sprinkler Co., Inc., at Little Rock, Ark.

No. MC 83835 (Sub-No. E56), filed May 14, 1974. Applicant: WALES TRANSPORTATION, INC., P.O. Box 6186, Dallas, Tex. 75222. Applicant's representative: William Cunningham (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Commodities* the transportation of which because of size or weight require the use of special equipment, and/or self propelled articles, each weighing 15,000 pounds or more, restricted to transportation on trailers, when transported as each of the following: (1) *machinery, equipment, materials, and supplies* used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and byproducts, and machinery, equipment, materials, and supplies used in or in connection with the construction, opefation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof; and/or (2) *machinery, equipment, materials, and supplies* used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and byproducts, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights of way; and/or (3) *earth drilling machinery and equipment, and machinery, equipment, materials, supplies*, and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, (b) the completion of holes or wells drilled, (c) the production, storage, and transmission of commodities resulting from drilling operation at well or hole sites and (d) the injection or removal of commodities into or from holes or wells; between points in Ohio and Pennsylvania on the one hand and, on the other, points in Arkansas, Iowa, Colorado, Louisiana, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, South Dakota, and Wyoming. The purpose of this filing is to eliminate the gateway of Illinois.

No. MC 95540 (Sub-No. E324), filed May 13, 1974. Applicant: WATKINS MOTOR LINES, INC., P.O. Box 1636, Atlanta, Ga. 30301. Applicant's representative: Clyde W. Carver, Suite 212–5299 Roswell Rd. NE., Atlanta, Ga. 30342. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits and frozen vegetables*, from those points in Michigan on and east of a line beginning at the United States-Canada International Boundary line and extending along Michigan Highway 247 to junction Michigan Highway 15, thence along Michigan Highway 15 to junction Michigan Highway 52, thence along Michigan Highway 52 to junction Michigan Highway 21, thence along Michigan Highway 21 to junction U.S. Highway 27, thence along U.S. Highway 27 to junction U.S. Highway 127, thence along U.S. Highway 127 to the Ohio-Michigan State line, to those points in Arkansas on and south of a line beginning at the Arkansas-Tennessee State line and extending along Interstate Highway 55 to junction U.S. Highway 64, thence along U.S. Highway 64 to junction U.S. Highway 67/167, thence along U.S. Highway 67/167 to junction Interstate Highway 40, thence along Interstate Highway 40 to the Arkansas-Oklahoma State line. The purpose of this filing is to eliminate the gateway of Florence, Ala.

No. MC 95540 (Sub-No. E336), filed May 13, 1974. Applicant: WATKINS MOTOR LINES, INC., P.O. Box 1636, Atlanta, Ga. 30301. Applicant's representative: Clyde W. Carver, Suite 212, 5299 Roswell Rd. NE., Atlanta, Ga. 30342. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods* (except in bulk and except meat, meat products, meat by-products, and articles distributed by meat packinghouses, as described in sections A and C of Appendix I to the report in Descriptions in Motor Carrier Certificates, 61 M.C.C. 209 and 766), from those points in Texas on and south of a line beginning at the United States-Mexico International Boundary line and extending along Interstate Highway 10 to junction U.S. Highway 67/385, thence along U.S. Highway 67 to junction U.S. Highway 190, thence along U.S. Highway 190 to junction Texas Highway 79, thence along Texas Highway 79 to junction Texas Highway 6, thence along Texas Highway 6 to junction U.S. Highway 190, thence along U.S. Highway 190 to junction Texas Highway 19, thence along Texas Highway 19 to junction Texas Highway 94, thence along Texas Highway 94 to junction Texas Highway 103, thence along Texas Highway 103 to junction Texas Highway 21, thence along Texas Highway 21 to the Texas-Louisiana State line, to those points in Illinois on and north and east of a line beginning at the Kentucky-Illinois State line and extending along U.S. Highway 45 to junction Illinois Highway 145, thence along Illinois Highway 145 to junction Illinois Highway 142, thence along Illinois Highway 142 to junction U.S. Highway 45, thence along U.S. Highway 45 to junction Illinois Highway 32, thence along Illinois Highway 32 to junction Illinois Highway 121, thence along Illinois Highway 121 to junction Illinois Highway 51, thence along Illinois Highway 51 to junction Illinois Highway 64, thence along Illinois Highway 64 to junction U.S. Highway 52, thence along U.S. Highway 52 to the Mississippi River. The purpose of this filing is to eliminate the gateway of Florence, Ala.

No. MC 106920 (Sub-No. E15) (Correction), filed June 4, 1974. Published in the FEDERAL REGISTER January 30, 1975. Applicant: RIGGS FOOD EXPRESS, INC., P.O. Box 26, New Bremen, Ohio 45869. Applicant's representative: E. Stephen Heisley, 805 McLanchlen Bank Bldg., 666 Eleventh St. NW., Washington, D.C. 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen dairy products*, as defined by the Commission, from Elmira, N.Y., to points in Georgia on and west of a line beginning at the Georgia-Tennessee State line and extending along U.S. Highway 129 to junction U.S. Highway 23, thence along U.S. Highway 23 to junction Interstate Highway 75, thence along Interstate Highway 75 to junction U.S. Highway 41 at Perry, Ga., thence along U.S. Highway 41 to junction Georgia Highway 33, thence along Georgia Highway 33 to junction U.S. Highway 319, thence along U.S. Highway 319 to the Georgia-Florida State line. The purpose of this filing is to eliminate the gateways of Darke, Mercer, and Auglaize Counties, Ohio. The purpose of this filing is to correct the territorial description.

No. MC 106920 (Sub-No. E97) (Correction), filed June 3, 1974. Published in the FEDERAL REGISTER February 13, 1975. Applicant: RIGGS FOOD EXPRESS, INC., P.O. Box 26, New Bremen, Ohio 45869. Applicant's representative: E. Stephen Heisley, 666 Eleventh Street NW., Washington, D.C. 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Commodities classified as *dairy products* under B in the appendix to the report in modification of permits of motor contract carriers of packinghouse products, 48 M.C.C. 628, and 61 M.C.C. 209 and 766, (1) from points in the lower peninsula of Michigan to points in New Hampshire, Vermont, and Maine,

and (2) from those points in the lower peninsula of Michigan on and west of a line beginning at the Michigan-Ohio State line and extending along U.S. Highway 23 to junction Michigan Highway 21, to junction Michigan Highway 15, to junction Michigan Highway 46, to junction Michigan Highway 24, to junction Michigan Highway 25, to Saginaw Bay, to Philadelphia, Pa., Baltimore, Md., New York, N.Y., Trenton and Newark, N.J., and those points in New York and New Jersey within 25 miles of New York, N.Y. The purpose of this filing is to eliminate the gateway of Darke, Mercer, and Auglaize Counties, Ohio. The purpose of this correction is to expand the territorial descriptions.

No. MC 106920 (Sub-No. E109) (Correction), filed June 3, 1974. Published in the FEDERAL REGISTER February 11, 1975. Applicant: RIGGS FOOD EXPRESS, INC., P.O. Box 26, New Bremen, Ohio 45869. Applicant's representative: E. Stephen Heisley, 666 Eleventh St. NW., Washington, D.C. 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Commodities, classified as dairy products* under B in the Appendix to the report in *Modification of Permits of Motor Contract Carriers of Packing House Products*, 48 M.C.C. 628, from those points in Missouri south of a line beginning at the Missouri-Illinois State line and extending along Missouri Highway 16 to junction Missouri Highway 6, thence along Missouri Highway 6 to junction Missouri Highway 11, thence along Missouri Highway 11 to junction U.S. Highway 36, thence along U.S. Highway 36 to the Missouri-Kansas State line, and north of a line beginning at the Illinois-Missouri State line and extending along Missouri Highway 51 to junction Missouri Highway 72, thence along Missouri Highway 72 to junction Missouri Highway 21, thence along Missouri Highway 21 to junction Missouri Highway 32, thence along Missouri Highway 32 to junction Missouri Highway 38, thence along Missouri Highway 38 to junction Missouri Highway 5, thence along Missouri Highway 5 to the Missouri-Arkansas State line, to those points in North Carolina on and east of a line beginning at the North Carolina-Virginia State line and extending along Interstate Highway 85 to junction U.S. Highway 15/501, thence along U. S. Highway 15/501 to junction Interstate Highway 95, thence along Interstate Highway 95 to the North Carolina-South Carolina State line. The purpose of this filing is to eliminate the gateways of Darke, Mercer, and Auglaize Counties, Ohio. The purpose of this correction is to expand the territorial description. The purpose of this filing is to correct the territorial descriptions.

No. MC 106920 (Sub-No. E111), Correction), filed June 3, 1974. Published in the FEDERAL REGISTER February 11, 1975. Applicant: RIGGS FOOD EXPRESS, INC., P.O. Box 26, New Bremen, Ohio 45869. Applicant's representative: E. Stephen Heisley, 666 Eleventh St. NW., Washington, D.C., 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Commodities, classified as dairy products* under B in the Appendix to the report in *Modification of Permits of Motor Contract Carriers of Packing House Products*, 48 M.C.C. 628, from points in Missouri south of a line beginning at the Illinois-Missouri State line and extending along U.S. Highway 54 to junction U.S. Highway 61, thence along U.S. Highway 61 to junction Missouri Highway 19, thence along Missouri Highway 19 to junction Missouri Highway 154, thence along Missouri Highway 154 to junction U.S. Highway 24, thence along U.S. Highway 24 to the Kansas-Missouri State line, and north of a line beginning at the Illinois-Missouri State line and extending along U.S. Highway 50 to junction U.S. Highway 54, thence along U.S. Highway 54 to junction Missouri Highway 52, thence along Missouri Highway 52 to the Kansas-Missouri State line to those points in South Carolina east of a line beginning at the Atlantic Ocean and extending along Interstate Highway 26 to junction Interstate Highway 95, thence along Intertsate Highway 95 to junction U.S. Highway 76, thence along U.S. Highway 76 to junction U.S. Highway 501, thence along U.S. Highway 501 to the Atlantic Ocean. The purpose of this filing is to eliminate the gateways of Darke, Mercer, and Auglaize Counties, Ohio. The purpose of this correction is to expand the territorial description. The purpose of this filing to is correct the territorial descriptions.

No. MC 107107 (Sub-No. E5) (Correction), filed June 4, 1974. Published in the FEDERAL REGISTER March 5, 1975. Applicant: ALTERMAN TRANSPORT LINES, INC., P.O. Box 425, Opa Locka, Fla. 33054. Applicant's representative: Ford W. Sewell (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Foods and food products* and *food ingredients* requiring temperature control in transit, from Philadelphia, Pa., to points in Chatham, Wayne, Lowndes, Ware, and Glynn Counties, Ga. (Jacksonville, Fla.)*; and (2) *Meat, meat products*, and *meat byproducts*, and *dairy products*, as defined by the Commission, and frozen foods, from Philadelphia, Pa., to those points in Alabama on and south of U.S. Highway 80 and those points in Georgia on and south of U.S. Highway 280 (except Savannah, Ga.) (Florida)*. The purpose of this filing is to eliminate the gateways indicated by asterisks above. The purpose of this correction is to correct the commodity description in (2) above.

No. MC 107107 (Sub-No. E8) (Correction), filed June 4, 1974. Published in the Federal Register March 5, 1974. Applicant: ALTERMAN TRANSPORT LINES, INC., P.O. Box 425, Opa Locka, Fla. 33054. Applicant's representative: Ford W. Sewell (same as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Food* and *food ingredients*, requiring temperature control, in transit and *dairy products*, as defined by the Commission, from Chicago, Ill., to points in Wayne, Chatham, Lowndes, Ware, and Glynn Counties, Ga. (Jacksonville, Fla.)*; and (2) *Frozen foods*, from the Chicago, Ill., commercial zone to points in and west of Hampton, Colleton, Dorchester, and Berkeley Counties, S.C. (Savannah, Ga.)*. The purpose of this filing is to eliminate the gateways indicated by asterisks above. The purpose of this correction is to correct the commodity description above.

No. MC 107295 (Sub-No. E215), filed May 9, 1974. Applicant: PRE-FAB TRANSIT CO., P.O. Box 146, Farmer City, Ill. 61842. Applicant's representative: Dale L. Cox (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Prefabricated and precut buildings or houses*, complete, knocked down or in sections, (1) from points in New Jersey to points in Arkansas, Illinois, Indiana, Iowa, Missouri, Wisconsin, and points in that part of Kentucky located in and west of Allen, Barren, Metcalfe, Green, Taylor, Casey, Lincoln, Garrard, Madison, Clark, Montgomery, Butler, Rowan, Carter, and Boyd Counties, (2) from points in New Jersey to points in Florida, Georgia, and South Carolina. The purpose of this filing is to eliminate the gateway of (1) points in Ohio, (2) Lumberton, N.C.

No. MC 107295 (Sub-No. E216), filed May 9, 1974. Applicant: Pre-Fab Transit Co., P.O. Box 146, Farmer City, Ill. 61842. Applicant's representative: Dale L. Cox (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Prefabricated buildings*, complete, knocked down, or in sections, and when transported in connection with the transportation of such buildings, *component parts*, thereof, and equipment and materials incidental to the erection and completion of such buildings, (1) from points in Florida to points in Arizona, California, Colorado, Idaho, Kansas, Minnesota, Nebraska, Nevada, New Mexico, Oklahoma, Oregon, Utah, Washington, Wyoming, and points in that part of Texas located in and west of Val Verde, Edwards, Kimble, Mason, San Saba, Lampasas, Coryell, McLennan, Hill, Ellis, Kaufman, Van Zandt, Karnes, Hopkins, and Red River Counties from points in Florida to points in that part of located in Williams, Defiance, Paulding, Van Wert, Mercer, Darke, Preble, Butler, and Hamilton Counties. The purpose of this filing is to eliminate the gateway of (1) Pine Bluff, Ark., and (2) points in Illinois.

No. MC 107295 (Sub-No. E217), filed May 9, 1974. Applicant: PRE-FAB TRANSIT CO., P.O. Box 146, Farmer City, Ill. 61842. Applicant's representative: Dale L. Cox (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Prefabricated and precut buildings or houses*, complete,

knocked down, or in sections and all *component parts* necessary to the construction, erection or completion of such buildings or houses, when shipped with same, (1) from points in Pennsylvania to points in Mississippi; (2) from points in that part of Pennsylvania located in and west of McKean, Elk, Jefferson, Indiana, Cambria, and Somerset Counties to points in Alabama, (3) from points in Pennsylvania to points in Florida, to points in that part of Georgia located in and south of Troup, Meriwether, Pike, Lamar, Monroe, Jones, Baldwin, Hancock, Warren, McDuffie, and Columbia Counties and to points in that part of South Carolina located in and east of Edgefield, Saluda, Lexington, Richland, Kershaw, and Chesterfield Counties. The purpose of this filing is to eliminate the gateway of (1) points in Ohio and Illinois, (2) points in Ohio and Illinois, (3) Lumberton, N.C.

No. MC 107403 (Sub-No. E92) (Correction), filed May 29, 1974. Republished in the FEDERAL REGISTER January 13, 1975. Applicant: MATLACK, INC., 10 W. Baltimore Ave., Lansdowne, Pa. 19050. Applicant's representative: John Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry chemicals*, in bulk, in tank vehicles, from Camden, Carneys Pt., Deepwater and Gibbsboro, N.J., to points in Massachusetts and Vermont. The purpose of this filing is to eliminate the gateways of Philadelphia and Elizabeth, N.J. The purpose of this correction is to correct the commodities description.

No. MC 107515 (Sub-No. E567), filed January 27, 1975. Applicant: REFRIGERATED TRANSPORT CO., INC., P.O. Box 308, Forest Park, Ga. 33050. Applicant's representative: R. M. Tettlebaum, Suite 375, 3379 Peachtree Rd. NE., Atlanta, Ga. 30326. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen meats, meat products*, and *meat by-products*, as described in Section A of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, in vehicles equipped with mechanical refrigeration, from Suffolk, Va., to points in Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming, with no transportation for compensation on return except as otherwise authorized, restricted to the transportation of shipments originating at the facilities used by Pruden Packing Co., at Suffolk, Va. The purpose of this filing is to eliminate the gateways of Mt. Airy, N.C., and Bristol, Tenn.

No. MC 107515 (Sub-No. E568), filed January 27, 1975. Applicant: REFRIGERATED TRANSPORT CO., INC., P.O. Box 308, Forest Park, Ga. 33050. Applicant's representative: R. M. Tettlebaum, Suite 375, 3379 Peachtree Rd. N.E., Atlanta, Ga. 30326. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen meats, meat products, and meat by-products*, as described in Section A of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, in vehicles equipped with mechanical refrigeration, from Salem, Ba., to California, Oregon, Washington, Idaho, Utah, Nevada, Arizona, New Mexico, Colorado, Wyoming and Montana. The purpose of this filing is to eliminate the gateways of Twin Oaks, N.C., and Bristol, Tenn.

No. MC 107515 (Sub-No. E570), filed January 27, 1975. Applicant. REFRIGERATED TRANSPORT CO., INC., P.O. Box 308, Forest Park, Ga. 33050. Applicant's representative: R. M. Tettlebaum, Suite 375, 3379 Peachtree Rd. NE., Atlanta, Ga. 30326. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods*, in vehicles equipped with mechanical refrigeration, from points in California to New Orleans and Chalmette, La. The purpose of this filing is to eliminate the gateway of Crossroads, Miss.

No. MC 107515 (Sub-No. E573), filed January 27, 1975. Applicant: REFRIGERATED TRANSPORT CO., INC., P.O. Box 308, Forest Park, Ga. 33050. Applicant's representative: R. M. Tettlebaum, Suite 375, 3379 Peachtree Rd. NE., Atlanta, Ga. 30326. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cheese*, (1) from Florida to Oregon, Washington, and that portion of California, on and north of a line beginning at the Nevada-California State line on California Highway 168 to junction California Highway 99, thence along California Highway 99 to junction California Highway 41, thence along California Highway 41 to the Pacific Ocean at or near Morrow Bay, California, (2) from that part of Florida on and east of U.S. 319 to California, (3) from New Albany, Miss. to Oregon, Washington, and that portion of California on and north of a line beginning at the Nevada-California State line on U.S. Highway 6 to junction California Highway 168, thence along California Highway 168 to junction California Highway 145, thence along California Highway 145, to junction California Highway 198, thence along California Highway 198 to junction U.S. Highway 101, thence along U.S. Highway 101 to junction California Highway 68 to the Pacific Ocean at or near Monterey, Calif., from New Orleans, La. to Washington and that portion of Oregon on and north of a line beginning at the Idaho-Oregon State line of I-80 north of junction Oregon 244, thence along Oregon 244 to junction U.S. Highway 395, thence along U.S. Highway 395 to junction Oregon 74, thence along Oregon 74 to junction Oregon 207, thence along Oregon 207 to the Oregon-Washington State line. The purpose of this filing is to eliminate the gateway of Atlanta, Ga., and Chattanooga, Tenn.

No. MC 110817 (Sub-No. E88), filed May 13, 1974. Applicant: E. L. FARMER & COMPANY, Odessa, Tex. Applicant's representative: James W. Hightower, 136 Wynnewood Professional Building, Dallas, Texas 75224. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: 1. *Machinery, materials, supplies and equipment*, incidental to, or used in, the construction,, development, operation, and maintenance of facilities for the discovery, development, and production of natural gas and petroleum, except the picking up or stringing of pipe in connection with main or trunk pipe lines; 2. *Earth drilling machinery and equipment, and machinery, equipment, materials, supplies and pipe* incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment; (b) the completion of holes or wells drilled; (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites; and (d) the injection or removal of commodities to or from holes or wells; 3. *machinery, equipment, materials, and supplies* used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and byproducts, water, or sewage, restricted to the transportation of shipments moving to or from pipeline rights of way, between points in that part of Missouri on and south of a line beginning at the Kansas-Missouri State line, thence along U.S. Highway 54 to junction Missouri Highway 42, thence along Missouri Highway 42 to junction Missouri Highway 28, thence along Missouri Highway 28 to junction U.S. Highway 50, thence along U.S. Highway 50 to junction Missouri Highway 47, thence along Missouri Highway 47 to junction Missouri Highway 21, thence along Missouri Highway 21 to the Missouri-Illinois State line, on the one hand, and, on the other, points in that part of Montana on and west of a line beginning at the International Boundary line, between the United States and Canada, thence along U.S. Highway 91 to junction U.S. Highway 87, thence along U.S. Highway 87 to junction Montana Highway 230, thence along Montana Highway 230 to junction Montana Highway 235 to junction U.S. Highway 191, thence along U.S. Highway 191 to junction U.S. Highway 10, thence along U.S. Highway 10 to junction U.S. Highway 89, thence along U.S. Highway 89 to the Montana-Wyoming State line. The purpose of this filing is to eliminate the gateway of any point in Texas.

No. MC 110817 (Sub-No. E89), filed May 13, 1974. Applicant: E. L. FARMER & COMPANY, Odessa, Tex. Applicant's representative: James W. Hightower, 136 Wynnewood Professional Bldg., Dallas, Texas 75224. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: 1. *Machinery, materials, supplies and equipment*, incidental to, or used in, the construction, development, operation,

and maintenance of facilities for the discovery, development, and production of natural gas and petroleum, except the picking up or stringing of pipe in connection with main or trunk pipe lines; 2. *earth drilling machinery and equipment, and machinery, equipment, materials, supplies and pipe* incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment; (b) the completion of holes or wells drilled; (c) the production, storage, and transmission of commodities resulting from drilling operations at well or hole sites; and (d) the injection or removal of commodities to or from holes or wells; 3. *machinery, equipment, materials, and supplies* used in or in connection with the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and byproducts, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights of way, between points in that part of Missouri on and south of a line beginning at the Missouri-Kansas State line, thence along U.S. Highway 160 to junction Missouri Highway 39, thence along Missouri Highway 39 to junction U.S. Highway 60, thence along U.S. Highway 60 to the Missouri-Illinois State line, on the one hand, and, on the other, points in Montana. The purpose of this filing is to eliminate the gateway of any point in Texas.

No. MC 111401 (Sub-No. E38), filed May 12, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid petrochemicals*, in bulk, in tank vehicles, from points in Oklahoma located on and west of a line extending from the Oklahoma-Kansas State line along U.S. Highway 283 to State Highway 51, and on and north of State Highway 51 to the Oklahoma-Texas State line. The purpose of this filing is to eliminate the gateway of Texas City, Tex.

No. MC 111401 (Sub-No. E39), filed May 12, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid petrochemicals*, in bulk, in tank vehicles, from points in Texas located on and east of U.S. Highway 83 and on and south of U.S. Highway 90 to points in Missouri. The purpose of this filing is to eliminate the gateway of Texas City, Tex.

No. MC 111401 (Sub-No. E43), filed May 14, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Nitrogen fertilizer solutions*, in bulk, in tank vehicles, from points in Kansas located on the east of U.S. Highway 283 and on and south of Interstate Highway 70 to points in Arizona, and New Mexico on and south of U.S. Highway 66. The purpose of this filing is to eliminate the gateway of Etter, Tex.

No. MC 111401 (Sub-No. E47), filed May 12, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Asphalt rejuvenator*, in bulk, in tank vehicles from points in Kansas on and east of U.S. Highway 81 to points in Chaves, Curry, De Baca, Guadalupe, Lincoln, Quay, and Roosevelt Counties, N. Mex. The purpose of this filing is to eliminate the gateway of Stroud, Okla.

No. MC 111401 (Sub-No. E50), filed May 14, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petrochemicals*, in bulk, in tank vehicles, from points in Kansas located on and south of State Highway 96 and on and west of State Highway 99 to points in Arkansas, Iowa, and Missouri. The purpose of this filing is to eliminate the gateway of Wichita, Kans.

No. MC 111401 (Sub-No. E56), filed May 12, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum products* (except lubricating oils), in bulk, in tank vehicles, from points in Kansas on and east of U.S. Highway 77 and on and north of U.S. Highway 24 to points in Louisiana. The purpose of this filing is to eliminate the gateway of Ardmore, Cleveland, Cushing, Duncan, Tulsa, and Wynnewood, Okla.

No. MC 111401 (Sub-No. E57), filed May 12, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum products* (except lubricating oils), in bulk, in tank vehicles, from points in Oklahoma on and north of Interstate Highway 40 and on west of U.S. Highway 75 to points in Alabama, Kentucky, Mississippi, and Tennessee, restricted against the transportation of liquid wax from Tulsa, Okla., to points in Kentucky and Tennessee, and against the transportation of liquefied petroleum gases and natural gasoline to points in Mississippi. The purpose of this filing is to eliminate the gateway of Ardmore, Cleveland, Custing, Duncan, Tulsa, and Wynnewood, Okla.

No. MC 111401 (Sub-No. E68), filed May 14, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lubricating oil*, in bulk, in tank vehicles, (1) from points in Kansas to points in Alabama, Mississippi; (2) from points in Kansas on and south of U.S. Highway 54 to points in Kentucky, Utah, and Wyoming. The purpose of this filing is to eliminate the gateway of Oklahoma.

No. MC 111401 (Sub-No. E69), filed May 14, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Nitrogen fertilizer solutions*, in bulk, in tank vehicles, (1) from points in Oklahoma on and west of State Highway 23 to points in Nebraska; and (2) from points in Oklahoma to points in Arizona and Utah. The purpose of this filing is to eliminate the gateway of Etter, Tex.

No. MC 111401 (Sub-No. E70), filed May 14, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Nitrogen fertilizer solutions*, in bulk, in tank vehicles, from points in Texas on and north of U.S. Highway 66 to points in Arizona, Utah, Missouri, and Nebraska. The purpose of this filing is to eliminate the gateway of Etter, Tex.

No. MC 111401 (Sub-No. E71), filed May 14, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Numbers 5 and 6 fuel oils*, in bulk, in tank vehicles from points in Kansas on and south of U.S. Highway 54 and on and west of State Highway 99 to points in Missouri on and east of State Highway 19 and on and south of State Highway 34. The purpose of this filing is to eliminate the gateway of Tulsa, Okla.

No. MC 111401 (Sub-No. E72), filed May 14, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Numbers 5 and 6 fuel oils*, in bulk, in tank vehicles, from points in Colorado on and south of U.S. Highway 160 and on and west of Interstate Highway 25 to points in Missouri

on and south of Interstate Highway 44. The purpose of this filing is to eliminate the gateway of Tulsa, Okla.

No. MC 111401 (Sub-No. E77), filed May 14, 1974. Applicant: GROENDYKE TRANSPORT, INC., P.O. Box 632, Enid, Okla. 73701. Applicant's representative: Victor R. Comstock (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petrochemicals*, in bulk, in tank vehicles, from points in Colorado to points in Alabama, Florida, Georgia, Louisiana, Mississippi, and South Carolina. The purpose of this filing is to eliminate the gateway of Longview, Tex.

No. MC 114019 (Sub-No. E380) (Correction), filed May 27, 1974, published in the FEDERAL REGISTER February 18, 1975. Applicant: MIDWEST EMERY FREIGHT SYSTEM, INC., 7000 S. Pulaski Road, Chicago, Illinois 60629. Applicant's representative: Arthur J. Sibik (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, and *commodities*, the transportation of which is partially exempt from regulations under Section 203(b)(6) of the Interstate Commerce Act, when moving in mixed shipment with bananas, from Baltimore, Md., to points in Franklin County, Mass., and those in Berkshire County, Mass., on and north of Interstate Highway 90, points in Cheshire County, N.H., and points in Bennington, Rutland and Windham Counties, Vt. Restriction: Restricted to shipments moving from, to or between warehouses or other facilities of retail food and household supply and furnishings business houses, in peddle service. The purpose of this filing is to eliminate the gateway of Schenectady, N.Y. The purpose of this filing is to correct the territorial descriptions.

No. MC 114211 (Sub-No. E826), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cast iron pressure pipe and fittings and accessories* therefor when moving with such pipe, the transportation of which, because of size or weight, requires special equipment, from points in that part of Iowa on and north of a line beginning at the Iowa-Nebraska State line extending along U.S. Highway 34 to junction Iowa Highway 92, thence along Iowa Highway 92 to junction Iowa Highway 14, thence along Iowa Highway 14 to junction U.S. Highway 30, thence along U.S. Highway 30 to junction Iowa Highway 64, thence along Iowa Highway 64 to the Illinois-Iowa State line, to points in Texas. The purpose of this filing is to eliminate the gateway of Council Bluffs, Iowa.

No. MC 114211 (Sub-No. E827), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm machinery* and *parts* thereof, from points in that part of Iowa on, north and west of a line beginning at the Missouri-Iowa State line extending along Iowa Highway 5 to junction U.S. Highway 34, thence along U.S. Highway 34 to junction U.S. Highway 218, thence along U.S. Highway 218 to junction Iowa Highway 92, thence along Iowa Highway 92 to junction U.S. Highway 61, thence along U.S. Highway 61 to junction Interstate Highway 80, thence along Interstate Highway 80 to the Iowa-Illinois State line, to points in Indiana, restricted to the transportation of traffic (a) originating at the plant sites or warehouse facilities of International Harvester Company and (b) destined to the destination points specified above, except that the restriction in (b) shall not apply to traffic moving in foreign commerce. The purpose of this filing is to eliminate the gateways of Rock Island and Moline, Ill.

No. MC 114211 (Sub-No. E828), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm machinery* and *parts* thereof, from points in that part of Iowa on, east and south of a line beginning at the Missouri-Iowa State line extending along U.S. Highway 63 to junction Iowa Highway 149, thence along Iowa Highway 149 to junction Interstate Highway 80, thence along Interstate Highway 80 to junction U.S. Highway 6, thence along U.S. Highway 6 to junction Interstate Highway 74, thence along Interstate Highway 74 to the Iowa-Illinois State line, to points in that part of Wisconsin on and north of a line beginning at the Minnesota-Wisconsin State line extending along U.S. Highway 53 to junction Interstate Highway 94, thence along Interstate Highway 94 to junction U.S. Highway 12, thence along U.S. Highway 12 to junction U.S. Highway 14, thence along U.S. Highway 14 to junction Wisconsin Highway 50, thence along Wisconsin Highway 50 to Kenosha, Wisc., restricted to the transportation of traffic (a) originating at the plant sites or warehouse facilities of International Harvester Company and (b) destined to the destination points specified above except that the restriction in (b) shall not apply to traffic moving in foreign commerce. The purpose of this filing is to eliminate the gateways of Rock Island and Moline, Ill., and Davenport, Iowa.

No. MC 114211 (Sub-No. E832), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: Hod *buggies and self-propelled sweepers*, from points in that part of Minnesota on and southwest of a line beginning at the Minnesota-South Dakota State line extending along Minnesota Highway 19 to junction Minnesota Highway 67, thence along Minnesota Highway 67 to junction Minnesota Highway 68, thence along Minnesota Highway 68 to junction Minnesota Highway 4, thence along Minnesota Highway 4 to junction U.S. Highway 14, thence along U.S. Highway 14 to junction Minnesota Highway 15, thence along Minnesota Highway 15 to the Iowa-Minnesota State line, to points in New York, Maryland, Massachusetts, Pennsylvania, New Jersey, Delaware, Virginia, and Connecticut. The purpose of this filing is to eliminate the gateway of Minneapolis, Minn.

No. MC 114211 (Sub-No. E833), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Self-propelled farm machinery* and *parts* thereof, from points in that part of Minnesota on and southwest of a line beginning at the Minnesota-South Dakota State line extending along Minnesota Highway 19 to junction Minnesota Highway 67, thence along Minnesota Highway 67 to junction Minnesota Highway 68, thence along Minnesota Highway 68 to junction Minnesota Highway 4, thence along Minnesota Highway 4 to junction U.S. Highway 14, thence along U.S. Highway 14 to junction Minnesota Highway 15, thence along Minnesota Highway 15 to the Iowa-Minnesota State line, to points in New York. The purpose of this filing is to eliminate the gateway of the plant site of the Stinar Corp., at Minneapolis, Minn.

No. MC 114211 (Sub-No. E834), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Self-propelled farm machinery* and parts thereof, from points in that part of Minnesota on and southwest of a line beginning at the Minnesota-South Dakota State line extending along Minnesota Highway 19 to junction Minnesota Highway 67, thence along Minnesota Highway 67 to junction Minnesota Highway 68, thence along Minnesota Highway 68 to junction Minnesota Highway 4, thence along Minnesota Highway 4 to junction U.S. Highway 14, thence along U.S. Highway 14 to junction Minnesota Highway 15, thence along Minnesota Highway 15 to the Iowa-Minnesota State line, to points in Florida, Alabama, South Carolina, Georgia, Tennessee, Kentucky, West Virginia, Ohio, Michigan, and to points in that part of Louisiana on and east of a line beginning at the Louisiana-Mississippi State line extending along Louisiana Highway 19 to junction U.S. Highway 61, thence along U.S. Highway

61 to junction U.S. Highway 190, thence along U.S. Highway 190 to junction Louisiana Highway 1, thence along Louisiana Highway 1 to junction Louisiana Highway 24, thence along Louisiana Highway 24 to junction Louisiana Highway 1, thence along Louisiana Highway 1 to Grand Isle, La., and to points in that part of Mississippi on and east of a line beginning at the Mississippi-Tennessee State line extending along Interstate Highway 55 to junction Mississippi Highway 24, thence along Mississippi Highway 24 to junction Mississippi Highway 48, thence along Mississippi Highway 48 to junction Mississippi Highway 33, thence along Mississippi Highway 33 to the Mississippi-Louisiana State line, and to points in that part of Wisconsin on and north of a line beginning at the Wisconsin-Minnesota State line extending along U.S. Highway 8 to junction Wisconsin Highway 32, thence along Wisconsin Highway 32 to junction Wisconsin Highway 64, thence along Wisconsin Highway 64 to Lake Michigan. The purpose of this filing is to eliminate the gateway of Minneapolis, Minn.

No. MC 114211 (Sub-No. E835), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm machinery* and *parts* thereof (except commodities requiring special equipment), from points in South Dakota, to points in that part of Connecticut on and east of a line beginning at the Massachusetts-Connecticut State line extending along U.S. Highway 44 to junction Connecticut Highway 8, thence along Connecticut Highway 8 to the Atlantic Ocean, and to points in Maine, Vermont, New Hampshire, Massachusetts, and Rhode Island, restricted to the transportation of traffic originating at or destined to the plant sites, warehouse sites, and experimental farms of Deere and Company. The purpose of this filing is to eliminate the gateways of Nassau, Minn., and Dubuque, Iowa.

No. MC 114211 (Sub-No. E836), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm machinery* and *parts* thereof (except commodities requiring special equipment), from points in that part of South Dakota on and northwest of a line beginning at the Minnesota-South Dakota State line extending along U.S. Highway 16 west to junction South Dakota Highway 47, thence along South Dakota Highway 47 to the South Dakota-Nebraska State line, to points in Maine, Vermont, New Hampshire, Rhode Island, Massachusetts, Connecticut, New York, Pennsylvania, New Jersey, Delaware, Maryland, and Virginia, restricted to the transportation of traffic originating at or destined to the plant sites, warehouse sites, and experimental farms of Deere and Company. The purpose of this filing is to eliminate the gateways of Nassau, Minn., and Dubuque, Iowa.

No. MC 114211 (Sub-No. E837), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm machinery* and *parts* thereof, from points in that part of Nebraska on and west of a line beginning at the South Dakota-Nebraska State line extending along U.S. Highway 36 to junction Interstate Highway 35, thence along Interstate Highway 35 to junction Missouri Highway 6, thence along Missouri Highway 6 to junction U.S. Highway 24, thence along U.S. Highway 24 to the Missouri-Illinois State line, restricted against the transportation of commodities the transportation of which, because of size or weight, requires the use of special equipment or special handling restricted against the transportation of those commodities described in *Mercer Extension—Oil Field Commodities*, 74 M.C.C. 459. The purpose of this filing is to eliminate the gateway of Beatrice, Nebr.

No. MC 114211 (Sub-No. E838), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm machinery* and parts thereof, between points in North Dakota, on the one hand, and, on the other, points in that part of Missouri on and west of a line beginning at the Iowa-Missouri State line extending along U.S. Highway 63 to the Missouri-Arkansas State line, and on and south of a line beginning along U.S. Highway 63 to junction U.S. Highway 136, thence along U.S. Highway 136 to junction Missouri Highway 5, thence along Missouri Highway 5 to junction Missouri Highway 6, thence along Missouri Highway 6 to junction U.S. Highway 36, thence along U.S. Highway 36 to the Missouri-Kansas State line. The purpose of this filing is to eliminate the gateway of Des Moines, Iowa.

No. MC 114211 (Sub-No. E839), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Self-propelled tractors, road making machinery* and *contractors' equipment and supplies*, from points in that part of Kansas on, south, and east of a line beginning at the Kansas-Missouri State line extending along U.S. Highway 59 to junction Kansas Highway 4, thence along Kansas Highway 4 to junction U.S. Highway 24, thence along U.S. Highway 24 to junction U.S. Highway 75, thence along U.S. Highway 75 to the Kansas-Oklahoma State line, to points in that part of North Dakota on and north of a line beginning at the Minnesota-North Dakota State line extending along Interstate Highway 94 to the Montana-North Dakota State line, and to points in that part of Montana on and north of a line beginning at the North Dakota-Montana State line extending along Interstate Highway 94 to junction Montana Highway 200S, thence along Montana Highway 200S to junction Montana Highway 200, thence along Montana Highway 200 to junction Interstate Highway 90, thence along Interstate Highway 90 to junction U.S. Highway 12, thence along U.S. Highway 12 to the Idaho-Montana State line, and to points in that part of Idaho on and north of a line beginning at the Montana-Idaho State line extending along U.S. Highway 12 to the Idaho-Washington State line. The purpose of this filing is to eliminate the gateway of Minneapolis, Minn.

No. MC 114211 (Sub-No. E840), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Self-propelled tractors, road making machinery and contractors' equipment and supplies*, the transportation of which, because of size or weight, requires special equipment, from points in that part of Missouri on and southeast of a line beginning at the Kansas-Missouri State line extending along U.S. Highway 24 to junction U.S. Highway 65, thence along U.S. Highway 65 to junction U.S. Highway 36, thence along U.S. Highway 36 to junction U.S. Highway 63, thence along U.S. Highway 63 to junction Missouri Highway 6, thence along Missouri Highway 6 to junction Missouri Highway 15, thence along Missouri Highway 15 to junction U.S. Highway 136, thence along U.S. Highway 136 to the Illinois-Missouri State line, to points in Washington and to points in that part of Montana on and north of a line beginning at the Montana-North Dakota State line extending along U.S. Highway 12 to junction Interstate/U.S. Highway 94/10, thence along Interstate U.S. Highway 94/10 to junction Interstate U.S. Highway 90/10, thence along Interstate U.S. Highway 90/10 to junction Montana Highway 41, thence along Montana Highway 41 to junction Interstate Highway 15, thence along Interstate Highway 15 to junction Montana Highway 29, thence along Montana Highway 29 to the Montana-Idaho State line, to points in that part of Idaho on and north of a line beginning at the Montana-Idaho State line extending along the southern boundary of Idaho County to the Idaho-Oregon State line, to points in that part of Oregon on and northwest of a line beginning at the Washington-Oregon State line extending along Oregon Highway 1 to junction Interstate Highway 80, thence along Interstate Highway 80 to junction

Interstate Highway 5, thence along Interstate Highway 5 to junction Oregon Highway 126, thence along Oregon Highway 126 to the Pacific Ocean. The purpose of this filing is to eliminate the gateways of Minneapolis, Minn., and points in Iowa.

No. MC 114211 (Sub-No. E841), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Agricultural machinery, and agricultural implements and parts*, thereof, from points in that part of Nebraska on and east of a line beginning at the Nebraska-South Dakota State line and extending along U.S. Highway 81 to junction Nebraska Highway 92, thence along Nebraska Highway 92 to junction U.S. Highway 77, thence along U.S. Highway 77 to the Nebraska-Kansas State line, to points in Texas, restricted against the transportation of commodities the transportation of which, because of size or weight, requires the use of special equipment or special handling and restricted against the movement to oil field commodities. The purpose of this filing is to eliminate the gateway of Beatrice, Nebr.

No. MC 114211 (Sub-No. E842), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Agricultural machinery, and agricultural implements and parts*, thereof, from points in that part of Nebraska on and east of a line beginning at the Nebraska-South Dakota State line extending along U.S. Highway 81 to junction Nebraska Highway 92, thence along Nebraska Highway 92 to junction U.S. Highway 77, thence along U.S. Highway 77 to the Nebraska-Kansas State line, to points in Texas, restricted against movement to oil field locations. The purpose of this filing is to eliminate the gateway of Beatrice, Nebr.

No. MC 114211 (Sub-No. E843), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Agricultural machinery, and agricultural implements and parts*, thereof, the transportation of which, because of size or weight, requires special equipment, from points in that part of Nebraska on and east of a line beginning at the Nebraska-South Dakota State line extending along U.S. Highway 81 to junction Nebraska Highway 92, thence along Nebraska Highway 92 to junction U.S. Highway 77, thence along U.S. Highway 77 to the Nebraska-Kansas State line, to points in Texas, restricted against movement to oil field locations. The purpose of this filing is to eliminate the gateway of Beatrice, Nebr.

No. MC 114211 (Sub-No. E844), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm machinery and parts thereof*, the transportation of which, because of size or weight, requires special equipment, from points in that part of North Dakota on and east of a line beginning at the South Dakota-North Dakota State line extending along U.S. Highway 281 to junction North Dakota Highway 20, thence along North Dakota Highway 20 to the United States-Canada Boundary line, to points in Texas and Oklahoma, restricted against movement to oil field locations. The purpose of this filing is to eliminate the gateways of Omaha and Beatrice, Nebr., and points in Iowa.

No. MC 114211 (Sub-No. E846), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cast iron pressure pipe* and *fittings* and *accessories* therefor when moving with such pipe, from points in that part of Virginia on and east of a line beginning at the Kentucky-Virginia State line extending along U.S. Highway 23 to junction Alternate U.S. Highway 58, thence along Alternate U.S. Highway 58 to junction U.S. Highway 19, thence along U.S. Highway 19 to junction U.S. Highway 58, thence along U.S. Highway 58 to the Virginia-Tennessee State line and from points in that part of North Carolina on and south of a line extending along U.S. Highway 321 to junction U.S. Highway 74, thence along U.S. Highway 74 to junction U.S. Highway 601, thence along U.S. Highway 601 to the North Carolina-South Carolina State line and from points in that part of Tennessee on and east of a line beginning at the Kentucky-Tennessee State line extending along U.S. Highway 27 to junction U.S. Highway 70, thence along U.S. Highway 70 to junction Tennessee Highway 58, thence along Tennessee Highway 58 to junction U.S. Highway 27, thence along U.S. Highway 27 to the North Carolina-South Carolina State line, to points in that part of Minnesota on and west of a line beginning at the Iowa-Minnesota State line extending along U.S. Highway 59 to junction Interstate Highway 94, thence along Interstate Highway 94 to junction Minnesota Highway 9, thence along Minnesota Highway 9 to junction U.S. Highway 2, thence along U.S. Highway 2 to junction U.S. Highway 75, thence along U.S. Highway 75 to the United States-Canada Boundary line. The purpose of this filing is to eliminate the gateway of the plant site of the Griffin Pipe Company located at or near Council Bluffs, Iowa.

No. MC 114211 (Sub-No. E848), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm tractors*, from points in that part of Iowa on and north of a line beginning at the Wisconsin-Iowa State line extending along Iowa Highway 9 to junction Iowa Highway 51, thence along Iowa Highway 51 to junction U.S. Highway 18, thence along U.S. Highway 18 to junction U.S. Highway 150, thence along U.S. Highway 150 to junction Iowa Highway 3, thence along Iowa Highway 3 to junction U.S. Highway 63, thence along U.S. Highway 63 to junction Iowa Highway 57, thence along Iowa Highway 57 to junction Iowa Highway 14, thence along Iowa Highway 14 to junction Iowa Highway 175, thence along Iowa Highway 175 to junction Iowa Highway 17, thence along Iowa Highway 17 to junction U.S. Highway 30, thence along U.S. Highway 30 to junction U.S. Highway 169, thence along U.S. Highway 169 to junction Iowa Highway 92, thence along Iowa Highway 92 to junction Iowa Highway 148, thence along Iowa Highway 148 to junction Iowa Highway 2, thence along Iowa Highway 2 to the Iowa-Nebraska State line, to points in Texas, restricted against movement to oil field locations. The purpose of this filing is to eliminate the gateway of Beatrice, Nebr.

No. MC 114211 (Sub-No. E849), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cast iron pressure pipe* (other than pipe used in, or in connection with the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas, and petroleum and their products) and *fittings and accessories* thereof when moving with such pipe, from points in that part of Ohio on and south of a line beginning at the Indiana-Ohio State line extending along U.S. Highway 40 to the Ohio-West Virginia State line, to points in Idaho, Utah, and Arizona. The purpose of this filing is to eliminate the gateway of the plant site of the Griffin Pipe Company located at or near Council Bluffs, Iowa.

No. MC 114211 (Sub-No. E850), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cast iron pressure pipe and accessories* therefor when moving with such pipe, from points in that part of Tennessee on and west of a line beginning at the Kentucky-Tennessee State line extending along U.S. Highway 25E to junction Tennessee

Highway 63, thence along Tennessee Highway 63 to junction Interstate Highway 75, thence along Interstate Highway 75 to junction Tennessee Highway 61, thence along Tennessee Highway 61 to junction Tennessee Highway 58, thence along Tennessee Highway 58 to junction Tennessee Highway 153, thence along Tennessee Highway 153 to junction Interstate Highway 75, thence along Interstate Highway 75 to the Tennessee-Georgia State line, to points in that part of Minnesota on and west of a line beginning at the Minnesota-Iowa State line extending along U.S. Highway 71 to junction U.S. Highway 10, thence along U.S. Highway 10 to junction U.S. Highway 59, thence along U.S. Highway 59 to the United States-Canada Boundary line. The purpose of this filing is to eliminate the gateway of the plant site of the Griffin Pipe Company located at or near Council Bluffs, Iowa.

No. MC 114211 (Sub-No. E851), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cast iron pressure pipe* (other than pipe used in, or in connection with the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas, and petroleum and their products, and by-products), and *fittings and accessories* therefor when moving with such pipe, from points in that part of Kentucky on and east of a line beginning at the Ohio-Kentucky State line extending along U.S. Highway 75 to junction U.S. Highway 27, thence along U.S. Highway 27 to the Kentucky-Tennessee State line, from points in that part of Tennessee on and east of a line beginning at the Kentucky-Tennessee State line extending along U.S. Highway 27 to junction Interstate Highway 40, thence along Interstate Highway 40 to junction Tennessee Highway 58, thence along Tennessee Highway 58 to junction Tennessee Highway 30, thence along Tennessee Highway 30 to junction U.S. Highway 411, thence along U.S. Highway 411 to the Tennessee-Georgia State line, from points in that part of North Carolina on and South of a line beginning at the North Carolina-Tennessee State line extending along U.S. Highway 321 to junction U.S. Highway 74, thence along U.S. Highway 74 to junction U.S. Highway 601.

Thence along U.S. Highway 601 to the North Carolina-South Carolina State line, from points in that part of Virginia on and east of a line beginning at the Kentucky-Virginia State line extending along U.S. Highway 23 to junction Alternate U.S. Highway 58, thence along Alternate U.S. Highway 58 to junction U.S. Highway 19, thence along U.S. Highway 19 to junction U.S. Highway 58, thence along U.S. Highway 58 to the Virginia-Tennessee State line, to points in that part of Arizona on and west of a line beginning at the New Mexico-Arizona State line extending along U.S. Highway 66 to junction U.S. Highway 666, thence along U.S. Highway 666 to junction Arizona Highway 61, thence along Arizona Highway 61 to junction Arizona Highway 77, thence along Arizona Highway 77 to junction U.S. Highway 89, thence along U.S. Highway 89 to the United States-Mexico Boundary line, and to points in Idaho and Utah. The purpose of this filing is to eliminate the gateway of the plant site of the Griffin Pipe Company located at or near Council Bluffs, Iowa.

No. MC 114211 (Sub-No. E852), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Road building equipment* (except in each instance commodities which because of size or weight requires the use of special equipment, and except commodities described in *Mercer Extension-Oil Field Commodities*, 74 M.C.C. 459), from points in Texas to points in Wisconsin, restricted against shipments moving in foreign commerce to points in Canada. The purpose of this filing is to eliminate the gateway of Claremore, Okla.

No. MC 114211 (Sub-No. E853), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm machinery* and *parts* thereof, from points in North Dakota, to points in that part of Texas on and east of a line beginning at the Oklahoma-Texas State line extending along U.S. Highway 281 to junction Texas Highway 79, thence along Texas Highway 79 to junction U.S. Highway 283, thence along U.S. Highway 283 to junction U.S. Highway 180, thence along U.S. Highway 180 to junction Texas Highway 351, thence along Texas Highway 351 to junction U.S. Highway 227, thence along U.S. Highway 227 to Del Rio, Tex., and to points in that part of Oklahoma on and east of a line beginning at the Kansas-Oklahoma State line extending along U.S. Highway 81 to junction U.S. Highway 277, thence along U.S. Highway 277 to the Texas-Oklahoma State line, restricted against the transportation of commodities the transportation of which, because of size or weight, requires the use of special equipment, or special handling, and restricted against movement to oil field locations. The purpose of this filing is to eliminate the gateways of Omaha and Beatrice, Nebr., and Council Bluffs, Iowa.

No. MC 114211 (Sub-No. E854), filed June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Tractors* (except those with vehicle beds, bed frames, and fifth wheels), *equipment* designed for use in conjunction with tractors, *attachments* for the above-described commodities, and *parts* of the commodities described above in mixed loads with such commodities, from points in that part of Minnesota on, south and east of a line beginning at the Wisconsin-Minnesota State line extending along Minnesota Highway 210 to junction Minnesota Highway 18, thence along Minnesota Highway 18 to junction U.S. Highway 169, thence along U.S. Highway 169 to junction Minnesota Highway 27, thence along Minnesota Highway 27 to junction Minnesota Highway 65, thence along Minnesota Highway 65 to junction Interstate Highway 35, thence along Interstate Highway 35 to the Minnesota-Iowa State line, to points in that part of North Dakota on, north and west of a line beginning at the North Dakota-South Dakota State line extending along North Dakota Highway 3 to junction Interstate Highway 94, thence along Interstate Highway 94 to the North Dakota-Minnesota State line. The purpose of this filing is to eliminate the gateway of that part of the Fargo, N. Dak., Commercial Zone located in Moorhead, Minn.

June 4, 1974. Applicant: WARREN TRANSPORT, INC., P.O. Box 420, Waterloo, Iowa 50704. Applicant's representative: Kenneth R. Nelson (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Agricultural machinery*, and *implements*, other than hand, as described in Section 1(b) of Appendix XII to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209, and *parts* therefor when their transportation is incidental to the transportation of the machinery and implements, from West Chicago, Ill., to points in New Mexico, restricted to the transportation of traffic originating at the plant site or storage facilities utilized by International Harvester Company at West Chicago, Ill. The purpose of this filing is to eliminate the gateway of Ottumwa, Iowa.

By the Commission.

[SEAL] ROBERT L. OSWALD,
Secretary.

[FR Doc.75-9811 Filed 4-14-75;8:45 a.m.]

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DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Low Income Housing Office

■

SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM

Housing Finance and Development Agencies

Title 24—Housing and Urban Development

CHAPTER VIII—LOW INCOME HOUSING, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. R-75-309]

PART 883—SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM—HOUSING FINANCE AND DEVELOPMENT AGENCIES

Notice was given on December 6, 1974, at 39 FR 42753 that the Department of Housing and Urban Development (HUD) was proposing to amend Title 24 of the Code of Federal Regulations by adding a new Part 1278 to Chapter VIII.

The purpose of this Part, which has been redesignated as Part 883, is to set forth the essential elements of the section 8 Housing Assistance Payments Program—Housing Finance and Development Agencies, including, among other things, (1) the roles and responsibilities of participating housing finance or development agencies (Participating Agencies), HUD, developers, rehabilitators, Owners, and Eligible Families; (2) the basis for determining the amount of housing assistance payments; and (3) the prescribed forms and procedures.

Subpart A sets forth the standards of eligibility for Participating Agencies and method of application by a Participating Agency for a set-aside.

Subpart B sets forth definitions and basic policies for New Construction and Substantial Rehabilitation, which closely parallel those for the other section 8 programs (see 24 CFR, Parts 880 and 881).

Subpart C provides simplified procedures for New Construction and Substantial Rehabilitation projects for which a Participating Agency provides permanent financing (defined to include mortgage insurance) without federal mortgage insurance. Such agency is called a Housing Finance Agency (HFA). Because HFAs assume the risk of default and foreclosure for projects developed under this Subpart, this Subpart provides that HFAs establish their own procedures for obtaining and selecting proposals and, except as specified, that such HFAs are not subject to the regulations for the regular section 8 Housing Assistance Payments Program—New Construction and Substantial Rehabilitation, 24 CFR, Parts 880 and 881, respectively.

Subpart D provides procedures applicable to a Participating Agency utilizing all or part of its set-aside for an existing housing project.

HUD has received more than 35 responses to the December 6, 1974 publication. All of these comments were seriously considered and many changes have been incorporated in these regulations as a result of these and other comments. The principal changes are set forth below.

1. To facilitate understanding and referencing, proposed §§ 1278.203 (Basic Policies) and 1278.318 (Project Operation) have been renumbered to give separate section numbers to the paragraphs within these sections. (See §§ 883.203–883.216 and 883.318–883.327, respectively, of the final regulations). All references below are to the new section numbers.

2. The provisions concerning eligibility of agencies under this Part have been modified so that: (a) pursuant to § 883.102 and § 883.301 and a new § 883.-106, an agency which, as determined by HUD, otherwise qualifies for the special procedures under Subpart C may utilize such procedures notwithstanding the fact that the agency does not qualify for or does not wish to utilize a set-aside; and (b) pursuant to §§ 883.102 and 883.103, only agencies with statewide responsibility for financing and/or development of housing are eligible for a set-aside and/or the special procedures under this Part. However, HUD is considering separate guidelines with respect to eligibility of local agencies for set-asides and/or special procedures on an experimental basis.

3. A new § 883.105 has been added to clarify procedures applicable to an agency which uses its set-aside for a New Construction or Substantial Rehabilitation project but which does not qualify for or does not wish to utilize the special procedures under Subpart C with respect to the project.

4. A new § 883.109 has been added to clarify the procedures concerning HUD approval of the terms of financing for projects under Part 883.

5. Because the definitions in § 883.202 are set forth in alphabetical order, paragraph designations are unnecesary and have, therefore, been deleted.

6. The definition of "Eligible Family," as set forth in § 883.202, has been modified to clarify that disabled persons are included within this definition.

7. A definition of the term "HUD" has been added to § 883.202 to include HUD's designee.

8. A definition of "Minimum Property Standards" (applicable to New Construction projects pursuant to § 883.208(a)(2)) has been added to § 883.202. This term means HUD Minimum Property Standards or standards which the Secretary finds are equivalent to or exceed such HUD standards.

9. Definitions of the terms "New Construction" and "Substantially Rehabilitated Housing" have been added to § 883.202. These definitions provide that, among other things, housing which is already under construction or undergoing rehabilitation may be eligible for participation under Part 883 if certain specified conditions are satisfied.

10. Section 883.203 has been revised so that (a) pursuant to § 883.203(a), if the HFA is using its set-aside for the project, the maximum total annual contribution that may be contracted for in the Annual Contributions Contract, Appendix I (ACC), will include, in addition to the total of the Gross Rents for all the Contract units in the project, a contingency for possible increases in the Contract Rents resulting from higher financing costs (see paragraph 13(b) of this preamble); and (b) pursuant to § 883.203(b), in order to assure that housing assistance payments will be increased on a timely basis, whenever the HUD-approved Estimate of Required Annual Contributions exceed the maximum ACC commitment then in effect, and would cause the amount in the Project Account to be less than an amount equal to 40 percent of such maximum ACC commitment, HUD will, within a reasonable time, take such additional steps authorized by section 8(c)(6) of the United States Housing Act of 1937 (USHAct), as may be necessary to carry out this assurance.

11. Sections 883.204(b) and 883.204(c) have been modified to increase the percent of Contract Rent payable in the event of vacancies from 70 to 80.

12. A new § 883.204(e) has been added to provide for a reduction in the amount of housing assistance payments under the Contract where the interim financing is continued beyond one year from the effective date of the Contract and the interest cost of the interim financing, for any period of three months after such first year, is less than the cost of debt service under the permanent financing on which the Contract Rents were based. (See also section 1.7g of the Housing Assistance Payments Contract Appendix III (Contract).)

13. Section 883.205, the provisions concerning approval of Contract Rents, has been modified so that, among other things (a) pursuant to a new § 883.205(b)(2), the HFA must submit certifications concerning its projected rate of borrowing for the project (for both interim and permanent financing) and the spread, if any, between this projected rate and the projected rate at which funds will be loaned to the Owner, and (b) pursuant to a new § 883.205(c), if, after the project is permanently financed, the actual debt service under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, the initial Contract Rents, or the Contract Rents then in effect, will be reduced commensurately and the amount of savings will be credited to the Project Account. If the actual debt service is higher and the HFA is using its set-aside for the project, such Contract Rents will be increased commensurately, subject to the conditions and limitations set forth in this provision. An alternative provision is included in the Agreement to Enter into Housing Assistance Payments Contract, Appendix II (Agreement) for adjustment of Contract Rents where permanent financing alone, rather than a combination of interim and permanent financing, is utilized. (See also sections 1.5e and 1.5f of the Agreement and section 1.9e of the Contract.)

14. Section 883.206(a) has been modified so that the Contract term for a New Construction project (other than mobile homes) will be related to the term of the HFA financing (not to exceed 40 years for any unit).

15. Section 883.206(c), relating to the Contract term for a Substantial Rehabilitation project, has been modified so that (a) where the relative cost of the

rehabilitation is less than 15 percent of the value of the project after completion of the rehabilitation, the total Contract term for any unit may not exceed 5 years; and (b) where such relative cost is higher, the total Contract term will cover the financing of the cost of rehabilitation, or the remaining term of the existing indebtedness, if that be greater, or will cover the financing of the cost of the rehabilitation and of the acquisition or refinancing of the existing indebtedness (not to exceed 40 years for any unit).

16. Section 883.207(c), the provision authorizing special additional adjustments under limited circumstances, has been modified to (a) clarify the circumstances under which such adjustments may be granted and (b) permit the HFA (as well as the Owner) to demonstrate to HUD the need for such adjustment. (See also section 1.9c of the Contract.)

17. Section 883.208(a)(1) has been modified to eliminate the provision that housing developed for use in this program should correspond to the predominant housing patterns of the locality in terms of structure and density.

18. Section 883.211 has been clarified with respect to situations where the Agreement or the Contract is pledged as security for financing and a new 883.211 (b) has been added to clarify the status of the Housing Assistance Payments Contract in the event of foreclosure and assignment or sale.

19. Section 883.212 has been modified to permit the Owner to require each Family to make a security deposit in the amount of one month's Gross Family Contribution. (See also section 1.10b of the Contract.)

20. The definitions of "large family" and "very large family," as used in § 883.214 for purposes of identifying those Families for whom housing assistance payments will equal the difference between 15 percent of gross income and the Gross Rent, have been modified as follows:

(a) The term "large family" means a family which includes six or more minors (other than the head of the family or the spouse), and

(b) The term "very large family" means a family which includes eight or more such family members.

21. Section 883.215, which sets forth the responsibilities of the Owner, has been modified so that the HFA, rather than HUD, will (a) make adjustments in the Allowance for Utilities and Other Services and (b) approve contracts between the Owner and other entities for the performance of Owner services.

22. Section 883.302, sections 2.16 and 2.17 of the ACC, and sections 2.7, 2.8, and 2.9 of the Contract have been clarified with respect to: (a) the rights of the Owner in the event of failure of the HFA to comply with the Contract and (b) the rights and obligations of the HFA and the rights of HUD for determinations of Owner defaults under the Contract and the taking of corrective action.

23. Section 883.309(a), relating to HFA submission of the Proposal to HUD, has been clarified and simplified.

24. The certifications which the HFA must submit to HUD with the Proposal have been expanded so that, pursuant to §§ 883.309(d)(1) and 883.309(d)(4), the HFA must certify that the developer, builder, Owner and management agent (if any) are acceptable for purposes of meeting all the obligations of the Agreement and Contract.

25. Section 883.311(b) has been modified to provide for notification to a unit of general local government (which had been given an opportunity to comment on the Proposal) as to HUD's final action with respect to the Proposal.

26. The provisions relating to the HFA's acceptance of the Notification of Application Approval and the preparation and execution of the ACC and Agreement, §§ 883.312 and 883.313, have been clarified.

27. Section 883.312(d) has been modified so that the HFA-certified working drawings and specifications will be retained in the HFA files (and be available for examination by HUD) rather than be submitted to HUD with the certification.

28. Section 883.315(c), respecting changes from the approved Proposal, has been (a) clarified as to the time within which the HFA must submit such changes to HUD for approval and (b) modified to permit Contract Rents with HUD approval to be increased where required by changes in local codes or ordinances made subsequent to execution of the Agreement.

29. The certifications required from the HFA at project completion, as set forth in § 883.316(a), have been expanded to include a certification that, among other things, the project has been constructed or rehabilitated in accordance with applicable zoning, building and housing codes, etc.

30. Section 883.327, which provides for the reduction of Contract units utilized by the Owner over a substantial period of time for other than Eligible Families has been modified to provide for restoration of the withdrawn units under certain circumstances. (See also section 1.12 of the Contract.)

31. A new § 883.401 has been added which sets forth procedures applicable to a Participating Agency which uses all or part of its set-aside for an existing housing program. Pursuant to this provision, such Agency is subject to the regular existing housing regulations, 24 CFR, Part 882 except that: (a) it may submit an application to HUD at any time, without reference to a HUD Invitation for an existing housing program; and (b) its application will be exempt from the provisions of section 213(a) of the Housing and Community Development Act unless the unit of general local government in which assistance is to be provided objects, in its Local Housing Assistance Plan, to the exemption.

Although many modifications were made as a result of the comments received, some recommendations in the comments are not reflected in the final regulations. The more recurrent and significant of these comments are discussed below.

Several comments were directed at subject matter which is covered in other regulations. For example, comments concerning Fair Market Rents and Automatic Annual Adjustment Factors are covered by the regulations relating to these items, 24 CFR, Part 888. Similarly, comments concerning computation of income for purposes of determining eligibility and amount of Gross Family Contribution are covered by the regulations respecting these determinations, 24 CFR, Part 889.

Some comments recommended that the 60 day limitation on payments to Owners for vacant units during rent-up (see § 883.204(b)) be eliminated. This limitation, however, is required by section 8(c)(4)(B) of the United States Housing Act of 1937 (USH Act), which states that: "* * * payments may be made with respect to unoccupied units for a period not exceeding 60 days."

Many comments suggested that the HFA, as administrator of the Contract, should receive a fee for the cost of administration similar to the fee allowed to public housing agencies (PHAs) in the other section 8 programs. In HUD's judgment, however, HFAs participating under this Part are compensated sufficiently in the form of lower interest rates from the tax-exempt financing and/or mortgage insurance premiums. As a result, unlike PHAs in the other section 8 programs, there is no justification for providing the HFAs with a separate fee.

Many comments objected to the provision which prohibits an HFA from both administering the Housing Assistance Payments Contract for a project and contracting to perform the management and maintenance for the same project. This prohibition is retained in the final regulations (see § 883.215(b)) in order to avoid the conflict of interest that would exist if the entity which is the Contract administrator, and is therefore responsible for enforcement of compliance with management and maintenance requirements, were itself the entity whose compliance must be evaluated and enforced.

Some comments stated that the provision requiring HUD approval of the terms of financing where the Agreement or Contract is offered or pledged as security for any loan or obligation (§ 883.211(a)) should be eliminated. This provision, however, is retained in the final regulations because it is required by section 8(e)(4) of the USH Act.

Many comments objected to the provision which requires that Contract Rents reflect the savings in interest to the HFA as a result of tax-exempt financing (see § 883.205(b)(1)). However, because the interest savings is the result of favorable Federal tax treatment to the HFA, the benefit should be reflected in the Contract Rents the payment of which is supported by Federal subsidy.

Among the criteria that HUD will consider in determining whether to grant a set-aside and the amount of such set-aside, is the ability and willingness of an HFA to limit the number of units leased by assisted families to 20 percent or less in projects of more than 50 units and not designed for the elderly or handicapped (see § 883.104(d)(6)). Several comments expressed concern that this criterion will operate to the disadvantage of HFAs servicing rural areas where large projects are not appropriate. In response to this concern it should be noted that this criterion is only one of seven factors and which HUD may consider is not necessarily of equal weight with the other factors. In addition, this criterion is consistent with the second of the two stated statutory purposes of section 8, "promoting economically mixed housing."

Although it was necessary to limit the comment period to fifteen days because of the statutory requirement that these regulations be made effective as of January 1, 1975, more than 60 days have elapsed since publication of the proposed regulations. Moreover, HUD has considered all comments received, including more than 20 which were received after the 15-day comment period. Therefore, an additional specified comment period will not be provided at this time. However, HUD will consider any additional comments which are submitted and may make further modifications of these regulations if they are of sufficient significance. Comments should be addressed to the Rules Docket Clerk, Office of the General Counsel, Room 10245, Department of Housing and Urban Development, 451 Seventh Street SW., Washington, D.C. 20410. A copy of each communication will be available for public inspection during business hours.

A finding of Inapplicability with respect to the National Environmental Policy Act of 1969 has been made with respect to these regulations. A copy of this Finding of Inapplicability is available for inspection during regular business hours at the above address.

In order to comply with the statutory requirement that these regulations be made effective as of January 1, 1975, the Assistant Secretary for Housing Production and Mortgage Credit/FHA Commissioner has determined that these regulations be made effective as of that date.

Effective date. These regulations are effective as of January 1, 1975.

Accordingly, Title 24 is amended as follows:

A new Part 883, Section 8, Housing Assistance Payments Program—Housing Finance and Development Agencies is added to Chapter VIII to read as set forth below.

Subpart A—Applicability and Scope

Subpart B—Definitions and Basic Policies

Subpart C—Program Development—New Construction and Substantial Rehabilitation

Subpart D—Program Development—Existing Housing

Appendices

NOTE: Various prescribed forms which relate to internal HUD processing procedures are not included herein, but will appear in the HUD Housing Finance and Development Agencies Handbook.

I ANNUAL CONTRIBUTIONS CONTRACT

II AGREEMENT TO ENTER INTO HOUSING ASSISTANCE PAYMENTS CONTRACT

III HOUSING ASSISTANCE PAYMENTS CONTRACT

AUTHORITY: Sec. 7(d), Department of Housing and Urban Development Act (42 U.S.C. 3535(d)); sec. 5(b), U.S. Housing Act of 1937 (42 U.S.C. 1437c(b)); sec. 8, U.S. Housing Act of 1937 (42 U.S.C. 1437f).

Subpart A—Applicability and Scope

§ 883.101 Purpose.

Various States have established statewide housing finance or development agencies to encourage the provision of housing for low and moderate income persons and families. To enable these agencies to effectively develop programs to meet housing needs within their respective jurisdictions, set-asides under the Housing Assistance Payments Program may be provided under the provisions of this Subpart. Some of these agencies also finance the construction and rehabilitation of housing and assume the risks of default and foreclosure on developments they finance. To allow these agencies flexibility in developing programs to meet housing needs, special policies and procedures are provided.

§ 883.102 Eligibility of agencies for purposes of this part.

(a) *Eligibility for Set-Asides.* A Participating Agency ("Agency") (see § 883.103) is eligible to receive set-asides under this Subpart.

(b) *Eligibility for Special Procedures.* With respect to any project for which an Agency provides permanent financing without Federal mortgage insurance, it may utilize the special procedures set forth in Subpart C of this Part. When utilizing these special procedures, the Agency is an HFA as defined in § 883.202.

(c) *"Provide Permanent Financing."* For purposes of this Part, an Agency is deemed to "provide permanent financing" if HUD determines that: (1) the Agency provides permanent financing from its own funds, including the sale of its obligations; or (2) permanent financing for projects developed or administered by the Agency is provided by the State government or by an agency or instrumentality thereof other than the Agency; or (3) the permanent financing (by a public or private entity other than the Agency) is backed by the commitment of the Agency to assume the risks

of loss on default or foreclosure of the loan.

§ 883.103 Request for participation.

In order to qualify for a set-aside and/or the special procedures set forth in this Part, an agency must submit a letter showing that it is a housing finance and/or development agency with statewide responsibility and that it qualifies as a public housing agency ("PHA"), as defined in the U.S. Housing Act of 1937, and requesting participation to the Assistant Secretary for Housing Production and Mortgage Credit, U.S. Department of Housing and Urban Development ("HUD"), Washington, D.C. 20410. Enclosed with the letter shall be two copies of: (a) the relevant enabling legislation, (b) any rules and regulations adopted or to be adopted by the agency to govern its operations, and (c) an opinion from the agency counsel that the agency is legally qualified and authorized to participate in the Housing Assistance Payments Program. This opinion shall include an explanation of the basis and extent of the agency's legal authority, if any, for housing development or administration in the areas of operation of any existing PHAs (see definition of PHA in § 883.202). After prompt review, the agency shall be notified whether or not, and in what respects, it is qualified to participate. Copies of the notification shall be provided to the HUD Regional Office and appropriate field office(s). An agency so notified that it is qualified to participate is defined in § 883.202 as a Participating Agency ("Agency").

§ 883.104 Set-asides.

(a) *Notification of Availability of Set-Asides.* HUD will set aside for use by Agencies portions of allocations of contract authority for the Housing Assistance Payments Program and will promptly notify Agencies that set-asides will be available. The notice shall also state the time within which requests for set-asides must be received.

(b) *Applying for Set-Asides.* In order to receive a set-aside, an Agency must submit a letter requesting a set-aside to the appropriate HUD field office director(s) with copies to the HUD Regional Administrator and the Assistant Secretary for Housing Production and Mortgage Credit. Such letter shall include information sufficient to enable a determination to be made on the basis of the criteria outlined in paragraph (d) of this section. The letter shall include an opinion from the Agency counsel that there have been no changes in the scope of the Agency's legal authority to participate subsequent to the determination of its eligibility pursuant to § 883.103, or a statement of any such changes as may have occurred and an opinion from the Agency counsel as to the effect of such changes on the Agency's eligibility.

(c) *HUD Allocation of Set-Asides.* Promptly after submission by an Agency of the letter specified in paragraph (b) of this section, HUD shall notify that Agency by letter of its determination. If a set-aside is granted, the letter of notification to the Agency shall (1) direct its attention to its obligation under § 883.213(b), (2) indicate the portion of the set-aside to be used in metropolitan and non-metropolitan areas, and (3) indicate the portion of the set-aside to be used for dwelling units of three or more bedrooms. Promptly following receipt of the HUD letter, the Agency shall make a public announcement that it has been allocated a set-aside, specify the amount of the set-aside, and indicate where and when applications to the Agency may be submitted by developers or Owners.

(d) *Determination of Set-Aside.* The determination of whether to grant a set-aside and the amount of any set-aside shall be made on the basis of the criteria set forth in this paragraph (d). The amount of any set-aside otherwise warranted under this paragraph shall not be reduced by reason of any New Communities set-aside granted to the Agency.

(1) The degree of the Agency's expertise in connection with the development of housing, and the Agency's ability to administer the set-aside;

(2) The extent to which the housing needs of the State have been evaluated, a program has been developed to provide housing in those areas with the most critical needs, and the Agency is prepared to use the set-aside to implement that program (in determining relative housing needs, the Agency should consider factors such as those specified in section 213(d) of the HCD Act);

(3) The extent to which the Agency's program complements the allocation program of the HUD field office;

(4) Where applicable, the Agency's ability and willingness to serve inner-city and rural non-farm housing needs;

(5) The Agency's ability and willingness to provide permanent financing without Federal mortgage insurance;

(6) The Agency's ability and willingness to limit the number of units leased by assisted families to 20 percent or less of the units in projects of more than 50 units and not designed for use primarily by the elderly and the handicapped; and

(7) The Agency's ability and willingness to provide dwelling units of three or more bedrooms, where the need for such units is shown, taking into account the responsibility of the HUD field office to achieve the goal of providing a number of large dwelling units equal to at least 20 percent of all the assisted units approved under the Section 8 Housing Assistance Payments Program.

(e) *Bonus Set-Aside for 20 Percent Projects.* It is expected that, wherever possible, Agencies will limit the percentage of subsidized families in a project. If this percentage is 20 percent or less in newly constructed or substantially rehabilitated projects, in accordance with the guideline stated in paragraph (d)(6) of this section, the Agency will receive an additional set-aside out of subsequent allocations to the field office. This additional set-aside shall be determined as follows: HUD will authorize a set-aside of one additional unit for every four units which were committed for leasing by assisted families in accordance with the 20 percent guideline prior to the time such subsequent allocation is made; however, a unit may be counted only once in determining the amount of the additional set-aside. For purposes of this paragraph, a unit shall be deemed committed if an Agreement to Enter into Housing Assistance Payments Contract has been executed with respect to such unit. For example, if an Agency has entered into an Agreement to Enter into Housing Assistance Payments Contract with a developer for a structure of 100 units, of which 20 units are to be leased by assisted families, the set-aside for the next fiscal year will include an additional five units.

(f) *Termination of Set-Asides.* Set-asides not assigned to projects on or before the 45th day prior to the end of each Federal fiscal year are automatically terminated as of that date, unless the Assistant Secretary for Housing Production and Mortgage Credit shall agree in writing to extend the date. For purposes of this paragraph, set-aside authority is deemed assigned on the date the field office issues a Notification of Application Approval for a specific number of units and a specific amount of annual contributions for a new construction or substantial rehabilitation project or, in the case of an existing housing program, when an Annual Contributions Contract List is approved by HUD. However, with respect to any new construction or substantial rehabilitation project, unless an Agreement to Enter into Housing Assistance Payments Contract, executed by the Agency and the Owner, is submitted to HUD within six months of the date of Notification of Application Approval, the Notification shall expire and the units not covered by such Agreement(s) shall automatically be cancelled, unless the Assistant Secretary for Housing Production and Mortgage Credit agrees in writing to extend the date.

(g) *Transfer of Set-Asides.* Where a specific portion of an Agency's set-aside is assigned to a particular project (as defined in paragraph (f) of this section) and it is subsequently determined that the portion so assigned cannot be used for that project, the Agency may retain use of that portion only by proceeding in the following manner:

(1) *Project terminated or reduced on or before the 45th day prior to the end of the Federal fiscal year.* If the determination to terminate or reduce the number of assisted units in a particular project is made on or before the 45th day prior to the end of the Federal fiscal year in which the set-aside was assigned to that project, the Agency shall notify the HUD field office of that determination. The portion of the set-aside for the particular project will be cancelled or reduced accordingly and the portion thereby released will be available for assignment to another project through the 45th day prior to the end of the same fiscal year.

(2) *Project termination or reduction after the 45th day prior to the end of the*

Federal fiscal year. If the determination to terminate or reduce the number of assisted units in a particular project is made after the 45th day prior to the end of the Federal fiscal year in which an assignment was made to that project, the Agency may transfer the released portion of the set-aside to another project or projects provided each of the following conditions is satisfied:

(i) The Agency notifies the HUD field office promptly after the determination is made and provides full and complete information concerning the proposed transfer, including names and locations of the projects involved, the specific amount of set-aside to be transferred, and a written statement of assurance that an Agreement, executed by the Agency and the Owner, will be submitted to HUD within six months;

(ii) The proposed transfer is in fact made to a specific project in a specific location and is subject to the condition that an Agreement, executed by the Agency and the Owner, is submitted to HUD within six months of the date of the transfer, unless the Assistant Secretary for Housing Production and Mortgage Credit agrees in writing to extend such date; and that if such an Agreement is not submitted to HUD within such time, the transferred set-aside shall automatically terminate and the Agency's total set-aside for the current fiscal year shall not be increased to compensate for such termination.

§ 883.105 Agencies using set-asides but not special procedures.

If an Agency has a set-aside but does not qualify for or does not wish to utilize the special procedures under Subpart C with respect to a New Construction or Substantial Rehabilitation project, it shall follow the provisions set forth in 24 CFR Part 880 or 881, whichever is applicable, except as follows:

(a) The Agency may submit a Preliminary Proposal to the HUD field office at any time without reference to any HUD Invitation for Preliminary Proposals pursuant to 24 CFR 880.203 or 881.203. At the same time, the Agency shall submit an Application in the form prescribed by HUD.

(b) Such Preliminary Proposal and related Final Proposal shall be evaluated on the basis of acceptability in accordance with the requirements of the applicable Part, but they shall not be subject to the competitive ranking and selection provisions of 24 CFR 880.208(e) or 881.208(e).

§ 883.106 Agencies using special procedures for projects for which preliminary proposals were selected by HUD.

If a Preliminary Proposal which was submitted to and selected by a HUD field office pursuant to the New Construction or Substantial Rehabilitation Regulations (24 CFR 880.203–.206 and –.208 or 24 CFR 881.203–.206 and –.208) is for a project which is to be permanently financed without Federal mortgage insurance by an Agency which wishes to use the special procedures under Subpart C for that project (whether or not the Agency uses a set-aside for the project), the Agency, in lieu of the submission of a Final Proposal pursuant to said regulations, shall submit a Proposal pursuant to § 883.309, and the Proposal shall otherwise be subject to and be processed in accordance with the provisions of Subpart C. The Proposal submitted pursuant to § 883.309 shall be consistent with the Preliminary Proposal; any material deviation will be cause for reconsideration by HUD of the § 883.309 Proposal and may result in its rejection.

§ 883.107 Agencies financing projects using neither special procedures nor Set-Asides.

If an Agency provides permanent financing with Federal mortgage insurance for a section 8 project and does not utilize its set-aside for such project, the New Construction or Substantial Rehabilitation Regulations (24 CFR, Part 880 or 881), including the special provisions in those regulations with respect to bond and note financing, shall apply.

§ 883.108 Cooperation between participating agencies and other entities.

An objective of the program is to encourage cooperation between Agencies and other entities. Accordingly, formal or informal agreements of cooperation between such entities are encouraged. However, such agreements shall not diminish or relieve an Agency of its obligations and responsibilities to HUD under the ACC and this Part.

§ 883.109 Approval of financing terms.

(a) An Agency, prior to receiving HUD approval of its first Proposal for a section 8 project under this Part, shall submit to the appropriate HUD field office or offices copies of the documents relating to the method of financing of newly constructed or substantially rehabilitated housing which may involve section 8, such documents to include the bond resolutions or indentures, loan agreements, regulatory agreements, notes, and mortgages or deeds of trust and other related documents, if any (but not the "official statement" or "prospectus," copies of which shall be furnished to HUD when issued). HUD review shall be limited to those matters related to or affecting section 8. After prompt review, HUD shall notify the Agency that the documents are acceptable or, if unacceptable, shall request clarification or changes. In the event an Agency which has obtained HUD approval of those portions of its financing documents related to or affecting section 8 proposes substantive changes in the documents affecting section 8, whether by way of amendment, replacement or supplementation, such changes must be submitted to HUD for prior approval.

(b) The Agency shall retain in its files, and make available for HUD inspection, the documentation relating to its financing of section 8 projects, including any certifications of compliance with the applicable Department of Treasury regulations regarding arbitrage.

Subpart B—Definitions and Basic Policies

§ 883.201 Applicability of Subpart B.

The provisions of this Subpart are applicable to newly constructed and substantially rehabilitated housing developed under Subpart C of this Part pursuant to section 8 of the Act. Existing housing projects administered by Agencies shall be subject to the regulations for the Housing Assistance Payments Program—Existing Housing under section 8 of the Act, except as modified in Subpart D of this Part.

§ 883.202 Definitions.

Agency. See definition of Participating Agency.

Agreement to Enter Into Housing Assistance Payments Contract ("Agreement"). A written agreement between the Owner and the HFA, approved by HUD, that, upon satisfactory completion of the housing in accordance with the HUD-approved Proposal, the HFA will enter into a Housing Assistance Payments Contract with the Owner. (See Appendix II.)

Allowance for Utilities and Other Services ("Allowance"). An amount determined by the HFA to be a reasonable allowance for the cost of utilities (except telephone) and charges for other services payable directly by the Family. In the case of a Proposal under which the Families must pay directly for one or more utilities or services, the amount of the Allowance is deducted from the Gross Rent in determining the Contract Rent and is included in the Gross Family Contribution.

Annual Contributions Contract ("ACC"). A written agreement between HUD and the HFA to provide annual contributions to the HFA with respect to the project. (See Appendix I.)

Application. An application for assignment of a portion of a set-aside to a specific project.

Contract. See definition of Housing Assistance Payments Contract.

Contract Rent. The rent payable to the Owner under his Contract including the portion of the rent payable by the Family. In the case of a cooperative, the term "Contract Rent" means charges under the occupancy agreements between the members and the cooperative.

Decent, Safe, and Sanitary. Housing is Decent, Safe, and Sanitary at project completion if the HFA certifies that the dwelling units and related facilities meet the requirements of the Agreement. (See § 883.316.) Housing continues to be Decent, Safe, and Sanitary if it is being maintained in a condition substantially the same as that on completion, in all pertinent respects, including the following:

(a) Condition of the exterior (including the grounds) and the interior of the structure of the housing unit;

(b) Operating condition of sanitary facilities and of solid and liquid waste disposal facilities;

(c) Operating condition of kitchen facilities, including range and refrigerator, sink, and space for storage of food and for storage of utensils and dishes;

(d) Operating condition of heating, lighting and ventilating equipment and/or other facilities; and

(e) Size, number of rooms, and furnishability in relation to the size and type of Family in occupancy in accordance with any applicable State or local codes.

Eligible Family ("Family"). A Family which qualifies as a Lower-Income Family and which meets the other requirements of the Act and this Part. The term Family includes an elderly, handicapped, disabled, or displaced person and the remaining member of a tenant family as defined in section 3(2) of the Act. A Family's eligibility for housing assistance payments continues until the Gross Family Contribution equals the Gross Rent for the dwelling unit it occupies, but the termination of eligibility at such point shall not affect the family's other rights under its Lease nor shall such termination preclude resumption of payments as a result of subsequent changes in Income or other relevant circumstances during the term of the Contract.

Fair Market Rent. (a) The rent, including utilities (except telephone), ranges and refrigerators, parking, and all maintenance, management and other services, which, as determined at least annually by HUD, would be required to be paid in order to obtain privately developed and owned, newly constructed rental housing of modest (non-luxury) nature with suitable amenities and sound architectural design meeting the objectives of the HUD Minimum Property Standards.

(b) Separate Fair Market Rents will be established for dwelling units by various sizes (number of bedrooms) and types (e.g., elevator, row, detached, mobile homes; housing designed for the elderly or handicapped shall be a separate type for this purpose).

(c) The Fair Market Rents will be published in the Federal Register, and, in order to allow for the period of construction, computation of the published Fair Market Rents will include HUD's estimate of anticipated rent increases during an appropriate future period as stated in the publication. Accordingly, for any given project for which the scheduled construction time will be less than such future period, an appropriate reduction will be made in determining the approvable Contract Rent.

(d) The Fair Market Rent, minus the amount of any applicable Allowance for Utilities and Other Services payable directly by the Family, shall be the maximum amount that can be approved as the Contract Rent, except that the maximum approvable amount may be lower as stated in paragraph (c) of this definition and may be higher or lower as provided in § 883.205.

Financing Cost Contingency. The contingency included in the ACC pursuant to § 883.203.

Gross Family Contribution. The portion of the Gross Rent payable by an Eligible Family, i.e., the difference between the amount of the housing assistance payment payable on behalf of the Family and the Gross Rent.

Gross Rent. The Contract Rent plus any Allowance for Utilities and Other Services.

HCD Act. The Housing and Community Development Act of 1974.

Housing Assistance Payments Contract ("Contract"). A written contract between the Owner and the HFA, approved by HUD, for the purpose of providing housing assistance payments to the Owner on behalf of Eligible Families. (See Appendix III.)

Housing Finance Agency ("HFA"). A Participating Agency which provides permanent financing (as defined in § 883.102(c)) without Federal mortgage insurance for newly constructed or substantially rehabilitated housing.

Housing Assistance Payment on Behalf of Eligible Family. The amount of housing assistance payment on behalf of an Eligible Family determined in accordance with schedules and criteria established by HUD. (See § 883.214.)

HUD. The Department of Housing and Urban Development or its designee.

Income. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

Lease. A written agreement between an Owner and an Eligible Family for the leasing of a Decent, Safe, and Sanitary dwelling unit in accordance with the applicable Contract, which agreement is in compliance with the provisions of this Part.

Local Housing Assistance Plan. A housing assistance plan submitted by a unit of general local government and approved by HUD under section 104 of the HCD Act or, in the case of a unit of general local government not participating under Title I of the HCD Act, a housing plan which contains the elements set forth in section 104(a)(4) of the HCD Act and which is approved by the Secretary as meeting the requirements of section 213 of that Act.

Lower-Income Family. A family whose Income does not exceed 80 percent of the median Income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish Income limits higher or lower than 80 percent on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low Incomes, or other factors.

Minimum Property Standards. HUD Minimum Property Standards or standards which the Secretary finds are equivalent to or exceed such HUD standards.

New Communities. New community developments approved under Title IV of the Housing and Urban Development Act of 1968 and Title VII of the Housing and Urban Development Act of 1970.

New Construction. Newly constructed housing for which, prior to the start of construction, an Agreement is executed between the Owner and the HFA. However, housing already under construction may be eligible for participation if all subsequent actions are in compliance with this Part and if the HFA certifies that:

(a) At the date of application to HUD, a substantial amount of construction (generally at least 25 percent) remains to be completed; and

(b) At the date of application to HUD, the project cannot be completed without a commitment for assistance under this Part; and

(c) At the time construction was initiated, all the parties reasonably expected that the project would be completed without assistance under this Part; provided, however, that this condition (c) shall not apply to a project if the HFA submits a Proposal to HUD not later than June 30, 1975, with respect to that project, together with a certification that the Agency's commitment to provide the permanent financing for the project was on the condition that all or a substantial number of units would be for occupancy by low income families with Federal housing assistance.

Owner. Any private person or entity, including a cooperative, or a PHA, having the legal right to lease or sublease newly constructed dwelling units.

Participating Agency ("Agency"). An agency which has been notified by HUD in accordance with § 883.103 that it is qualified to participate under this Part.

Project Account. The account established and maintained in accordance with § 883.203.

Proposal. A proposal to provide newly constructed or substantially rehabilitated housing submitted by the HFA to HUD pursuant to § 883.309.

Public Housing Agency ("PHA"). Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of housing for low-income families.

Secretary. The Secretary of Housing and Urban Development.

Spread. The difference between the net interest cost on HFA obligations issued in connection with a project and the effective rate of interest (i.e., including the servicing charge) payable by the Owner.

Substantial Rehabilitation. (a) The improvement, in accordance with HUD requirements, of a property to Decent, Safe, and Sanitary condition from a condition requiring more than routine or minor repairs or improvements of such extent as to necessitate execution of an Agreement prior to the performance of the work. Substantial Rehabilitation may vary in degree from gutting and extensive reconstruction to cosmetic improvements coupled with cure of substantial accumulation of deferred maintenance. Cosmetic improvements alone do not qualify as Substantial Rehabilitation under this definition.

(b) Substantial Rehabilitation also includes renovation, alteration or remodeling for the conversion or adaptation of structurally sound property to the design and condition required for use under this Part (e.g., conversion of a hotel to housing for the elderly).

Substantially Rehabilitated. "Substantially Rehabilitated" housing shall mean housing requiring Substantial Rehabilitation for which, prior to the start of rehabilitation, an Agreement is executed between the Owner and the HFA. However, housing already undergoing rehabilitation may be eligible for participation if all subsequent actions are in compliance with this Part and if the HFA certifies that:

(a) At the date of application to HUD, a substantial amount of rehabilitation (generally at least 25 percent) remains to be completed; and

(b) At the date of application to HUD, the project cannot be completed without commitment for assistance under this Part; and

(c) At the time rehabilitation was initiated, all of the parties reasonably expected that the project would be completed without assistance under this Part; provided, however, that this condition (c) shall not apply to a project if the HFA submits a Proposal to HUD not later than June 30, 1975, with respect to that project, together with a certification that the Agency's commitment to provide the permanent financing for the project was on the condition that all or a substantial number of units would be for occupancy by low income families with Federal housing assistance.

Very Low-Income Family. A family whose Income does not exceed 50 percent of the median Income for the area, as determined by HUD, with adjustments for smaller or larger families.

§ 883.203 Maximum total ACC commitment and project account.

(a) *Maximum Total ACC Commitment.* The maximum total annual contribution that may be contracted for in the ACC for a project shall be the total of the Gross Rents for all the Contract units in the project, plus a Financing Cost Contingency (if the HFA is using its set-aside for the project) for possible increases in Contract Rents resulting from higher financing costs, pursuant to § 883.205(c)(2).

(b) *Project Account.* In order to assure that housing assistance payments will be increased on a timely basis to cover increases in Contract Rents or decreases in Family Incomes:

(1) A Project Account shall be established and maintained, in an amount as determined by the Secretary consistent with his responsibilities under section 8(c)(6) of the Act, out of amounts by which the maximum ACC commitment per year (exclusive of any Financing Cost Contingency) exceeds amounts paid under the ACC for any year. This account shall be established and maintained by HUD as a specifically identified and segregated account, and payment shall be made therefrom only for the purposes of (i) housing assistance payments, and (ii) other costs specifically authorized or approved by the Secretary.

(2) Whenever the HUD-approved Estimate of Required Annual Contributions (see § 883.314) exceeds the maximum ACC commitment then in effect (exclusive of any Financing Cost Contingency), and would cause the amount in the Project Account to be less than an amount equal to 40 percent of such maximum ACC commitment, HUD shall, within a reasonable period of time, take such additional steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance, including (as provided in that section of the Act) "the reservation of annual contributions authority for the purpose of amending housing assistance contracts or the allocation of a portion of new authorizations for the purpose of amending housing assistance contracts."

§ 883.204 Housing assistance payments to owners.

(a) *General.* Housing assistance payments shall be made to Owners for units under lease by Eligible Families, in accordance with the Contract and as provided in this section. These housing assistance payments will cover the difference between the Contract Rent and that portion of said rent payable by the Family as determined in accordance with the HUD-established schedules and criteria. No section 8 assistance may be provided for any unit occupied by an Owner; however, cooperatives are considered rental housing rather than owner-occupied housing for this purpose.

(b) *Vacancies During Rent-up.* If a Contract unit is not leased as of the effective date of the Contract, the Owner shall be entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the unit for a vacancy period not exceeding 60 days from the effective date of the Contract, in accordance with the procedure set forth in § 883.217(b), provided that the Owner (1) commenced marketing and otherwise complied with § 883.315(e), (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on his waiting list, if any, requesting the HFA and other appropriate sources to refer eligible applicants, and advertising the availability of the unit, and (3) has not rejected any eligible applicant, except for good cause acceptable to the HFA.

(c) *Vacancies After Rent-up.* (1) If an Eligible Family vacates its unit (other than as a result of action by the Owner which is in violation of the Lease or the Contract or any applicable law), the Owner shall receive housing assistance payments in the amount of 80 percent of the Contract Rent for a vacancy period not exceeding 60 days; provided, however, that if the Owner collects any of the Family's share of the rent for this period in an amount which, when added to the 80 percent payments, results in more than the Contract Rent, such excess shall be payable to HUD or as HUD may direct. (See also § 883.212.) The Owner shall not be entitled to any payment under this paragraph (c)(1) unless he: (i) immediately upon learning of the vacancy, has notified the HFA of the vacancy or prospective vacancy and the reasons for the vacancy, and (ii) has taken and continues to take the actions specified in paragraphs (b)(2) and (b)(3) of this section.

(2) If the Owner evicts an Eligible Family, he shall not be entitled to any payment under paragraph (c)(1) of this section unless the request for such payment is supported by a certification that (i) he gave such Family a written notice of the proposed eviction, stating the grounds and advising the Family that it had 10 days within which to present its objections to the Owner in writing or in person and (ii) the proposed eviction was not in violation of the Lease or the Contract or any applicable law.

(d) *Prohibition of Double Compensation for Vacancies.* The Owner shall not be entitled to housing assistance payments with respect to vacant units under this section to the extent he is entitled to payments from other sources (for example, payments for losses of rental income incurred for holding units vacant for relocatees pursuant to Title I of the HCD Act or payments under § 883.212).

(e) *Recoupment of Savings in Financing Cost.* (1) In the event that the interim financing is continued beyond one year from the effective date of the Contract and the interest cost of the interim financing for any period of three months, after such first year, is less than the anticipated debt service under the permanent financing on which the Contract rents were based (see § 883.205(b)(2)), an appropriate amount reflecting the savings in financing cost shall be credited by HUD to the Project Account pursuant to § 883.203, and withheld from housing assistance payments to the Owner. If during the course of the same year there is any period of three months in which the financing cost is greater than the anticipated debt service under the permanent financing, an adjustment shall be made so that only the net amount of savings in financing cost for the year is credited by HUD to the Project Account and withheld by the HFA from the Owner as aforesaid (no increased payments shall be made to the Owner on account of any net excess for the year of actual interim financing cost over the anticipated debt service under the permanent financing). Nothing in this paragraph (e) shall be construed as requiring a reduction in the Contract Rents or precluding adjustments of Contract Rents in accordance with § 883.207.

(2) The computation and recoupment under this paragraph (e) may be made on an annual or on a quarterly or other periodic basis, but in any event no later than as of the end of each fiscal year; provided, however, that if recoupment is to be made less often than quarterly, the amounts of recoupment shall be computed on at least a quarterly basis and the funds deposited in a special account

from which withdrawals may be made only with the authorization of the HFA.

§ 883.205 Contract rents.

(a) *Fair Market Rent Limitation.* The sum of the initial Contract Rents and any Allowances for Utilities and Other Services shall not exceed the Fair Market Rents for newly constructed rental housing, except that they may be exceeded: (1) by up to 10 percent if the field office director determines that special circumstances warrant such higher rents and the higher rents are determined by HUD to be reasonable in relation to the quality, location, amenities, method, and terms of financing, and management and maintenance services of the project, or (2) by up to 20 percent, where the Assistant Secretary for Housing Production and Mortgage Credit determines that special circumstances warrant such higher rents or determines that such higher rents are necessary to the implementation of a Local Housing Assistance Plan, and that such higher rents meet the test of reasonableness in clause (1) of this paragraph (a).

(b) *HFA Certifications as to Reasonableness of Rents and as to Financing.* (1) The HFA shall certify to HUD that the Contract Rents as proposed have been determined to be reasonable in relation to the rents for comparable units, taking into account the quality, location, amenities, and management and maintenance services of the project and that the Contract Rents reflect the savings, if any, from the reduced costs of tax-exempt financing or abatement of real property taxes, together with a specific explanation of how the Contract Rents reflect such savings and the amount thereof.

(2) The HFA shall also submit a certification specifying (i) its projected rate (net interest costs) of the borrowing from which funds will be used for financing (interim and permanent) the project, (ii) the projected rate at which interim financing will be provided to the Owner for the project, (iii) the projected capital cost of the project and the projected rate and the term of the permanent financing to be provided to the Owner for the project, (iv) the projected monthly debt service for such permanent financing on which the Contract Rents are based, and (v) the spread, if any, between the projected rate of borrowing and the projected rate of lending to the Owner. The HFA shall also certify (vi) that the spread, if any, between its actual rate of borrowing and the actual rate of lending to the Owner for the project will not be greater than the projected spread nor greater than the spread allowed for the borrowing as a whole under the Department of Treasury regulations regarding arbitrage, and (vii) that the terms of the financing, the amount of the obligations issued with respect to the project, and the use of the funds raised will be in compliance with applicable Department of Treasury regulations regarding arbitrage.

(c) *Adjustments to Reflect Actual Cost of Permanent Financing.* After the project is permanently financed, the HFA shall submit a certification as to the actual financing terms, and the following provisions shall apply (see also alternative provision in the Agreement for adjustment where permanent financing alone, rather than a combination of interim and permanent financing, is utilized):

(1) If the actual debt service under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, the initial Contract Rents, or the Contract Rents currently in effect, shall be reduced commensurately, and the amount of the savings shall be credited to the Project Account. The maximum ACC commitment shall not be reduced except by the amount of the contingency, if any, which was included for possible increases under paragraph (c)(2) of this section.

(2) If the actual debt service under the permanent financing is higher than the anticipated debt service on which the Contract Rents were based, and the HFA is using its set-aside for the project, the initial Contract Rents, or the Contract Rents currently in effect, shall be increased commensurately, not to exceed the limitations in this paragraph (c)(2) and the amount of the Financing Cost Contingency in the ACC pursuant to § 883.203(a), if the projected borrowing rate (net interest cost) was not less than the average net interest cost for the preceding quarter (at the time the projection was submitted to HUD in accordance with paragraph (b)(2) of this section) of the "20 Bond Index" published weekly in the *Bond Buyer*, plus 50 basis points. An adjustment under this paragraph (c)(2) shall not be more than is necessary to reflect an increase in debt service (based upon the original projected capital cost and the actual term of the permanent financing for the project) resulting from an increase in interest rate of not more than:

(i) One and one-half percent if the projected spread (see paragraph (b)(2) of this section) was three-fourths of one percent or less, or

(ii) One percent if such projected spread was more than three-fourths of one percent but not more than one percent, or

(iii) One-half of one percent if such projected spread was more than one percent.

(3) After Contract Rents have been adjusted in accordance with paragraph (c)(1) or (c)(2) of this section, the maximum amount of the ACC commitment shall be reduced by the amount of any unused portion of the Financing Cost Contingency referred to in § 883.203, and such portion shall be reallocated to the then current set-aside of the HFA, if any. At the same time, if the Contract Rents have been increased in accordance with paragraph (c)(2) of this section, the maximum Contract amount shall be increased commensurately.

§ 883.206 Term of Housing Assistance Payments Contract.

(a) *New Construction Projects (other than Mobile Homes).* The Contract may be for an initial term of not more than five years for any dwelling unit, with provision for automatic renewal (unless agreed otherwise) for additional terms of not more than five years each. Since the Contract under which housing assistance payments are made concerns a project financed by a loan or loan guarantee from a State agency, the total Contract term may be equal to the term of the HFA financing, not to exceed 40 years for any dwelling unit.

(b) *New Construction Projects—Mobile Homes.* The Contract may be for an initial term of not more than five years for any mobile home, subject to renewal for additional terms of not more than five years each, as may be mutually agreed upon by the Owner and the HFA with the approval of HUD; provided that the total Contract term for any mobile home shall not exceed 20 years, or such shorter term as HUD may establish, taking into account the amount of the capital expenditures required for the project, the period and rate of amortization for the financing, and the approved rents to the Owner. For purposes of this paragraph (b), the term "mobile home" means the original home and any replacement(s), combined.

(c) *Substantial Rehabilitation Projects.* (1) Where the relative cost of the rehabilitation is less than 15 percent of the value of the project after completion of the rehabilitation, the Contract shall be for one term of not more than five years for any dwelling unit.

(2) Where the relative cost of the rehabilitation is 15 percent or more, the Contract may be for an initial term of not more than five years for any dwelling unit, with provision for automatic renewal (unless agreed otherwise) for additional terms of not more than five years each, for a total Contract term which will cover the financing of the cost of rehabilitation, or the remaining term of the existing indebtedness, if that be longer, or which will cover the financing of the cost of the rehabilitation and of acquisition or refinancing of the existing indebtedness; provided, however, that the total Contract term, including renewals, for any dwelling unit shall not exceed 40 years.

(d) If any project is completed in stages, the dates for the initial and the renewal terms shall be separately related to the units in each stage; provided, however, that the total Contract term for the units in all the stages, beginning with the effective date of the Contract with respect to the first stage, may not exceed the overall maximum term allowable for any one unit, plus two years.

§ 883.207 Rent adjustments.

(a) *Funding of Adjustments.* Housing assistance payments will be made in increased amounts commensurate with Contract Rent adjustments under this paragraph, up to the maximum amount

authorized under the ACC and the Contract, exclusive of the Financing Cost Contingency (see § 883.203).

(b) *Automatic Annual Adjustments.* (1) Automatic Annual Adjustment Factors will be determined by HUD at least annually; interim revisions may be made as market conditions warrant. Such Factors and the basis for their determination will be published in the Federal Register. These publised Factors will be reduced appropriately by HUD where utilities are paid directly by Families.

(2) On each anniversary date of the Contract, the Contract Rents shall be adjusted by applying the applicable Automatic Annual Adjustment Factor most recently published by HUD. Contract Rents may be adjusted upward or downward, as may be appropriate; however, in no case shall the adjusted rents be less than the Contract Rents on the effective date of the Contract.

(c) *Special Additional Adjustments.* Special additional adjustments may be granted, when approved by HUD, to reflect increases in the actual and necessary expenses of owning and maintaining the Contract units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs (i.e., assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner or the HFA clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by automatic annual adjustments. The Owner or the HFA shall submit to HUD financial statements which clearly support the increase.

(d) *Overall Limitation.* Notwithstanding any other provisions of this Part, adjustments as provided in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by the HFA (and approved by HUD, in the case of adjustments under paragraph (c) of this section).

§ 883.208 Types of Housing and Property Standards.

(a) *New Construction.* (1) Newly constructed single-family homes, mobile homes and multifamily structures may be utilized in this program. Congregate housing may be developed for elderly, disabled, or handicapped Families and individuals. Single room occupant housing planned specifically as a relocation resource for eligible single persons may also be developed. High-rise elevator projects for Families with children may not be utilized unless HUD determines there is no practical alternative.

(2) Participation in this program requires compliance with (i) Minimum Property Standards, (ii) in the case of mobile homes, the American National Standards Institute Standard No. A–119.1 or applicable State standards, in accordance with applicable HUD regulations as to certification and standards issued pursuant to Title I of the National Housing Act, 24 CFR 201.520–1, (iii) in the case of congregate or single room occupant housing, the appropriate HUD guidelines and standards, (iv) HUD requirements pursuant to section 209 of the HCD Act for projects for the elderly or the handicapped, (v) HUD requirements pertaining to noise abatement and control, and (vi) applicable State and local laws, codes, ordinances, and regulations.

(b) *Substantial Rehabilitation.* (1) Existing structures of various types may be appropriate for this program including apartment hotels, single-family houses, and multifamily structures. Hotels or office buildings may be suitable for conversion under this program to housing designed for elderly or handicapped families and individuals, including congregate housing. Single room occupant housing planned specifically as a relocation resource for eligible single persons may also be developed. Units in high-rise elevator buildings may not be used for Families with children unless HUD determines there is no practical alternative. Mobile homes may not be utilized in this program.

(2) Participation in this program requires compliance with (i) HUD Minimum Design Standards for Rehabilitation for Residential Properties, (ii) in the case of congregate or single room occupant housing, the appropriate HUD guidelines and standards, (iii) HUD requirements pursuant to section 209 of the HCD Act for projects for the elderly or the handicapped, (iv) HUD requirements pertaining to noise abatement and control, (v) HUD regulations issued pursuant to the Lead Based Paint Poisoning Prevention Act, 42 USC 4801, and (vi) applicable State and local laws, codes, ordinances, and regulations.

§ 883.209 Site and Neighborhood Standards.

Proposed sites must meet the standards in this section.

(a) *New Construction or Substantial Rehabilitation Projects.* (1) Adequate utilities (water, sewer, gas and electricity) and streets shall be available to service the site.

(2) The site and neighborhood shall be suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, and HUD regulations issued pursuant thereto.

(3) The site shall promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(4) The site shall be free from serious, adverse environmental conditions, or there shall be evidence that any such conditions will be corrected by the time the housing is completed. (For new construction projects, see paragraph (b)(3) of this section.)

(5) The site shall comply with any applicable conditions in any HUD-approved Local Housing Assistance Plan, if applicable under the provisions of § 883.304(a).

(6) The housing shall be accessible to social, recreational, educational, commercial, and health facilities and services, and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unsubsidized, standard housing of similar market rents.

(7) Travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, shall not be excessive. (While it is important that elderly housing not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.)

(8) The project may not be on a site which has occupants unless the relocation requirements referred to in Sec. 883.210 are met.

(9) The project may not be in an area that has been identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, unless the project is covered by flood insurance as required by the Flood Disaster Protection Act of 1973, and it meets any relevant HUD standards and local requirements.

(b) *New Construction Projects Only.* (1) The site shall be adequate in size, exposure and contour to accommodate the number and type of units proposed.

(2) The site shall not be located in:

(i) An area of minority concentration unless (A) sufficient, comparable opportunities exist for housing for minority families, in the income range to be served by the proposed project, outside areas of minority concentration, or (B) the project is necessary to meet overriding housing needs which cannot otherwise feasibly be met in that housing market area. (An "overriding need" may not serve as the basis for determining that a site is acceptable if the only reason the need cannot otherwise feasibly be met is that discrimination on the basis of race, color, religion, creed, sex, or national origin renders sites outside areas of minority concentration unavailable.)

(ii) A racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

(3) The site shall be free from adverse environmental conditions, natural or manmade, such as instability, flooding, septic tank back-ups, sewage hazards, or mudslides; harmful air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; rodent or vermin infestation; or fire hazards. The neighborhood must not be one which is seriously detrimental to family life or in which substandard dwellings or other undesirable elements predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

§ 883.210 Relocation.

(a) In the evaluation of Proposals, consideration shall be given to whether

there are site occupants who would have to be displaced, whether there is a feasible plan for relocation of site occupants, the degree of hardship which displacement might cause, and the availability of funding for relocation payments and assistance.

(b) In the case of a project owned by a PHA, no Agreement shall be executed for housing which is to be constructed or rehabilitated on a site which has occupants unless the Agreement provides that, pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, the PHA undertakes liability for (1) the provision of relocation payments and assistance as prescribed in sections 202, 203, and 204 of that Act; (2) the provision of relocation assistance programs offering the services described in section 205 of that Act; and (3) assuring that within a reasonable period of time prior to displacement, Decent, Safe, and Sanitary replacement dwellings will be available to displaced persons. The Agreement shall provide that the PHA will provide full funding for the required relocation payments and assistance unless other commitments, satisfactory to HUD, have been made for the funding of such payments and assistance. (In the case of a privately owned project, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 is inapplicable.)

§883.211 Use of Contract as security for financing.

(a) An Owner or HFA may pledge, or offer as security for any loan or obligation, an Agreement or Contract entered into pursuant to this Part, and an HFA may pledge ACC payments as security for housing assistance payments pursuant to the Contract; provided, however, that such security is in connection with a project constructed or rehabilitated pursuant to this Part, the terms of the financing or any refinancing have been approved by HUD in accordance with § 883.109, and the HFA has submitted a certification that the terms and conditions of the financing for the particular project are consistent with those specified in the documents which were approved by HUD. Any such pledge shall be limited to the amounts payable under the Contract or ACC in accordance with its terms.

(b) In the event of foreclosure, or assignment or sale to the HFA (or mortgagee if the HFA is not the mortgagee) in lieu of foreclosure, or in the event of assignment or sale agreed to by the HFA (or mortgagee if the HFA is not the mortgagee) and approved by HUD (which approval shall not be unreasonably delayed or withheld), housing assistance payments shall continue in accordance with the terms of the Contract.

§ 883.212 Security and utility deposits.

(a) An Owner may require Families to pay a security deposit in an amount equal to one month's Gross Family Contribution. If a Family vacates its unit, the Owner, subject to State and local law, may utilize the deposit as reimbursement for any unpaid rent or other amount owed under the Lease. If the Family has provided a security deposit, and it is insufficient for such reimbursement, the Owner may claim reimbursement from the HFA not to exceed an amount equal to the remainder of one month's Contract Rent. Any reimbursement under this section shall be applied first toward any unpaid rent. If a Family vacates its unit owing no rent or other amount under the Lease or if the amount owed is less than the amount of the security deposit, the Owner shall refund the full amount or the unused balance, as the case may be, to the Family.

(b) In those jurisdictions where interest is payable by the Owner on security deposits, the refunded amount shall include the amount of interest payable. All security deposit funds shall be deposited by the Owner in a segregated bank account, and the balance of this account, at all times, shall be equal to the total amount collected from tenants then in occupancy, plus any accrued interest. The Owner shall comply with all State and local laws regarding interest payments on security deposits.

(c) Families shall be expected to obtain the funds to pay security and utility deposits, if required, from their own resources and/or other private or public sources.

§ 883.213 Establishment of income limit schedules; 30 percent occupancy by very low-income families.

(a) HUD will establish schedules of Income limits for determining whether families qualify as Lower-Income Families and Very Low-Income Families.

(b) At least 30 percent of all Contract units developed under each annual set-aside of an HFA shall, in the initial rent-up, be leased to Very Low-Income Families, and thereafter best efforts shall be exercised to maintain at least 30 percent occupancy of Contract units by Very Low-Income Families. The HFA shall incorporate suitable provisions in each Contract to assure achievement of these results.

§ 883.214 Establishment of amount of housing assistance payments.

The amount of Housing Assistance Payment on Behalf of Eligible Family, to be determined in accordance with schedules and criteria established by HUD, will equal the difference between (a) no less than 15 percent nor more than 25 percent of the Family's Income and (b) the Gross Rent, taking into consideration the Income of the Family, the number of minor children in the household, and the extent of medical or other unusual expenses incurred by the Family, except that, in the case of a large Very Low-Income Family or a very large Lower-Income Family or a Family with exceptional medical or other unusual expenses, the amount of the housing assistance payment shall be the difference between 15 percent of the Family's Income and the Gross Rent. The term large Family means a Family which includes six or more minors (other than the head of the Family or spouse). The term very large Family means a Family which includes eight or more minors (other than the head of the Family or spouse).

§ 883.215 Responsibilities of the owner.

(a) The Owner shall be responsible (subject to supervision and audit by the HFA and HUD's rights under § 883.302) for management and maintenance of the project. These responsibilities shall include but not be limited to:

(1) Payment for utilities and services (unless paid directly by the Family), insurance and taxes;

(2) Performance of all ordinary and extraordinary maintenance;

(3) Performance of all management functions including the taking of applications, selection of Families including verification of Income and other pertinent requirements, and determination of eligibility and amount of Gross Family Contribution in accordance with HUD-established schedules and criteria;

(4) Collection of Family rents;

(5) Termination of tenancies, including evictions;

(6) Preparation and furnishing of information required under the Contract;

(7) Reexaminations of Family Income, composition, and extent of exceptional medical or other unusual expenses, and redeterminations, as appropriate, of the amount of Gross Family Contribution and amount of housing assistance payment in accordance with HUD-established schedules and criteria;

(8) Redeterminations of amount of Gross Family Contribution and amount of housing assistance payment in accordance with HUD-established schedules and criteria as a result of an adjustment by the HFA of any applicable Allowance for Utilities and Other Services; and

(9) Compliance with equal opportunity requirements.

(b) Subject to HFA approval, any private Owner may contract with any private or public entity to perform for a fee the services required by paragraph (a) of this section, provided that such contract shall not shift any of the Owner's responsibilities or obligations. However, no entity which is responsible for administration of the Contract may contract to perform management and maintenance of the project; provided, however, that this prohibition shall not preclude management by the HFA in the event it takes possession as the result of foreclosure or assignment in lieu of foreclosure.

§ 883.216 Separate project requirement.

A project may not include more than one type of section 8 assistance, shall be processed with a separate ACC List and ACC Part I and shall be assigned a separate project number. All units to be placed under a single Contract shall comprise a separate project. However, the field office director may, with the concurrence of the HFA, designate as a single project the units to be covered by

two or more such Contracts (provided that new construction and substantial rehabilitation units are not combined in the same project) where:

(a) The units are placed under ACC on the same date; and

(b) Such consolidation is necessary in the interest of administrative efficiency.

Subpart C—Program Development—New Construction and Substantial Rehabilitation Programs

§ 883.301 Applicability of Subpart C.

(a) *Projects to Which Subpart C Applies.* The provisions of this Subpart apply only to newly constructed or substantially rehabilitated projects for which a Participating Agency provides permanent financing without Federal mortgage insurance. Except as provided in § 883.106, such projects shall not be subject to the provisions of the regulations for the section 8 Housing Assistance Payments Program—New Construction, 24 CFR Part 880 (herein referred to as the "New Construction Regulations") or to the section 8 Housing Assistance Payments Program—Substantial Rehabilitation, 24 CFR Part 881 (herein referred to as the "Substantial Rehabilitation Regulations").

(b) *Projects Utilizing Federal Mortgage Insurance.* The provisions of this Subpart shall not apply to those projects for which an Agency provides permanent financing but relies on Federal mortgage insurance. Such projects are subject to the policies and procedures set forth in the New Construction or Substantial Rehabilitation Regulations.

(c) *Projects Owned by HFA.* The provisions of this Subpart shall not apply to projects owned by an HFA. Such projects are subject to the policies and procedures set forth in the New Construction or Substantial Rehabilitation Regulations.

§ 883.302 General responsibilities of the HFA and relationships to HUD.

(a) *General Responsibilities and Relationships.* Subject to audit and review by HUD to assure compliance with Federal requirements and objectives, HFAs shall assume responsibility for project development and for supervision of the development, management and maintenance functions of Owners.

(b) *HFA Certifications and HUD Review.* Generally, in reviewing any HFA certification required by this Part, HUD shall accept the certification as correct. However, if HUD has substantial reason to question the correctness of any element, HUD shall promptly bring the matter to the attention of the HFA and ask that the HFA review its findings. After such review, HUD will act in accordance with the judgment or evaluation of the HFA unless HUD determines that the certification is not supported by the evidence.

(c) *Defaults by HFA and/or Owner.* (1) The ACC and the Contract shall contain a provision to the effect that in the event of failure of the HFA to comply with the Contract with the Owner, the Owner shall have the right, if he is not in default, to demand that HUD determine, after notice to the HFA giving it a reasonable opportunity to take corrective action, whether a substantial default exists, and if HUD determines that such a default exists, that HUD assume the HFA's rights and obligations under the Contract and carry out the obligations of the HFA to the Owner.

(2) The ACC shall contain a provision to the effect that if the HFA fails to comply with any of its obligations (including specifically failure to enforce its rights under the Contract, in the event of any default by the Owner, to achieve compliance to the satisfaction of HUD or to terminate the Contract in whole or in part, as directed by HUD), HUD may, after notice to the HFA giving it a reasonable opportunity to take corrective action, determine that there is a substantial default and require the HFA to assign to HUD all of the HFA's rights and interests under the Contract. In such case, HUD will continue to pay annual contributions in accordance with the terms of the ACC and the Contract.

(3) The Contract shall contain a provision to the effect (i) that if the HFA determines that the Owner is in default under the Contract, the HFA shall notify the Owner, with a copy to HUD, of the actions required to be taken to cure the default and of the remedies to be applied by the HFA, including abatement of housing assistance payments and recovery of overpayments, where appropriate; and (ii) that if he fails to cure the default, the HFA has the right to terminate the Contract or to take other corrective action, in its discretion or as directed by HUD. The Contract shall also provide that HUD has an independent right to determine whether the Owner is in default and to take corrective action and apply appropriate remedies, except that HUD shall not have the right to terminate the Contract without proceeding in accordance with paragraph (c)(2) of this section.

§ 883.303 Compliance with Federal requirements.

(a) *Equal Opportunity.* All participants under this Part shall comply with (1) Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Orders 11063 and 11246, and section 3 of the Housing and Urban Development Act of 1968; and (2) all rules, regulations, and requirements issued pursuant thereto.

(b) *National Environmental Policy Act.* All participants under this Part must comply with the National Environmental Policy Act and all rules, regulations, and requirements issued pursuant thereto.

(c) *Clean Air Act and Federal Water Pollution Control Act.* Participation in this program requires compliance with the Clean Air Act and the Federal Water Pollution Control Act and all rules, regulations, and requirements issued pursuant thereto.

(d) *Davis-Bacon Wage Rates.* Not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (49 Stat. 1011), shall be paid to all laborers and mechanics employed in the development of any project with nine or more assisted units.

§ 883.304 Applicability of section 213 of HCD Act; justification for new construction or substantial rehabilitation.

(a) An application for housing to be newly constructed or substantially rehabilitated under this Subpart is exempt from the provisions of section 213(a) of the HCD Act unless the unit of general local government in which the assistance is to be provided objects in its Local Housing Assistance Plan to the exemption. In the latter case or where there is no Local Housing Assistance Plan, no application for housing may be approved by HUD unless HUD requirements implementing the provisions of section 213 of the HCD Act have been satisfied.

(b) New construction or substantial rehabilitation projects shall be permitted only where (1) there is not and there is not likely soon to be an adequate supply of existing housing which, with the aid of housing assistance payments provided under the Section 8 Housing Assistance Payments Program—Existing Housing, can meet the needs of Eligible Families, or (2) the proposed project is specifically approved by HUD in accordance with priorities established from time to time by the Secretary including priorities for New Communities.

§ 883.305 Submission of application.

Where an HFA intends to use a portion of its set-aside under this Subpart, a separate Application on the prescribed HUD form shall be submitted by the HFA to the HUD field office for each project. Such application shall be accompanied by certifications that:

(a) The HFA has made a public announcement that it has been allocated a set-aside, in accordance with § 883.104(c);

(b) After taking into account any approved Local Housing Assistance Plan, the HFA has determined that the provisions of § 883.304(b) have been satisfied;

(c) Based upon an HFDA or HFDA approved housing needs study, there is need for housing assistance for the number and size of units applied for; and

(d) The proposed project complements the allocation program of the HUD field office

§ 883.306 HUD review and approval of application.

(a) *Review of Application.* Applications from HFAs shall be processed as received. Based on the policies set forth in § 883.302, HUD shall review an Application submitted by an HFA to determine whether or not the Application contains a complete and accurate presentation of all the elements required. Notwithstanding the requirements of § 883.302, HUD shall make an independent determination that the provisions of Sec. 883.304(b) are satisfied. In addition, HUD shall take such action as is necessary to satisfy the requirements of section 213 of the HCD Act,

where applicable (see § 883.304(a)). Where HUD finds that the HFA is not complying with any equal opportunity requirements, appropriate corrective action, as directed by HUD, shall be taken by the HFA before the Application is approved.

(b) *Notification to HFA.* After completion of the action, if any, necessary to satisfy the requirements of section 213 of the HCD Act, the HUD field office shall promptly complete its review and notify the HFA by letter that:

(1) The Application is approved (if the Application is approved, the HUD field office shall send the HFA a Notification of Application Approval utilizing the form provided by HUD);

(2) The Application is disapproved (if the Application is disapproved, the letter shall indicate the reasons in detail for disapproval); or

(3) The HUD field office has substantial reason to question a determination of the HFA. If the determinations of the HFA are questioned, the letter shall specify the reasons. Promptly after receipt of the HFA's response to the HUD letter, the HUD field office shall notify the HFA of approval or disapproval of the Application.

§ 883.307 Obtaining proposals.

HFAs shall establish their own procedures (by publishing invitation, negotiation, or otherwise, in accordance with applicable State and local law) for obtaining and selecting Proposals for submission to HUD pursuant to § 883.309.

§ 883.308 Simultaneous submission of application and proposal.

If the HFA is ready to submit a Proposal pursuant to § 883.309 and wishes to use a portion of its set-aside, it may submit the Proposal together with its Application pursuant to § 883.305.

§ 883.309 HFA submission of proposals.

(a) *Submission to HUD.* Proposals shall be submitted by the HFA to HUD with the certifications required by paragraph (d) of this section.

(b) *Previous Participation and A–95 Clearance.* (1) The HFA and the HUD field office shall, where feasible, develop procedures by which the previous participation review and the A–95 clearance are initiated prior to Proposal submission. (A–95 clearance does not apply in the case of substantial rehabilitation projects.) No proposal may be approved until HUD has completed its previous participation review and made the results known to the HFA and until the HUD field office has received a copy of the response from the appropriate A–95 Clearinghouse.

(2) If the HFA initiates the A–95 review, a copy of its letter of transmittal to the appropriate A–95 Clearinghouse shall be included together with its Proposal submission to HUD. The letter to the Clearinghouse shall request that copies of the response from the Clearinghouse be forwarded to the HUD field office.

(3) If special procedures as described in paragraphs (b)(1) and (b)(2) of this section are not adopted, the HUD field office shall conduct its previous participation review and/or initiate A–95 clearance in conformance with its normal procedures after the Proposal has been submitted.

(c) *Proposal Contents.* Each Proposal shall contain the following:

(1) The identity of the developer, builder, Owner and management agent, if any.

(2) A copy of the description of the proposed housing (and for substantial rehabilitation projects, a description of the proposed rehabilitation) agreed to by the HFA and the Owner (including appropriate sketches or schematic drawings).

(3) A neighborhood map showing the location(s) of the site(s) and the racial composition of the neighborhood.

(4) The anticipated date for completion of construction. If the project is to be completed in stages, identification of the units comprising each stage and the estimated dates for commencement and completion of each stage.

(5) The Contract Rents required by unit size and structure types; which utilities and services are to be included in the Contract Rent; which utilities and services, if any, are to be paid directly by the Families; the amount of the Allowance for Utilities and Other Services; and a list of the equipment to be included in the Contract Rent.

(6) In the case of a project owned by a PHA, a statement that the PHA undertakes liability for (i) the provision of relocation payments and assistance as prescribed in sections 202, 203 and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (ii) the provision of relocation assistance programs offering the services described in section 205 of the Act; (iii) assuring that within a reasonable period of time prior to displacement, Decent, Safe, and Sanitary replacement dwellings will be available to displaced persons; and (iv) full funding of the required relocation payments and assistance unless other commitments, satisfactory to HUD, have been made for the funding of such payments and assistance. In the latter case, the PHA shall specify such other commitments. (In the case of a privately owned project, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 is inapplicable.)

(7) Submission of an Affirmative Fair Housing Marketing Plan (if the Proposal is for five or more units), a signed assurance of compliance with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, and certifications required pursuant to Executive Order 11246.

(8) Submissions as required by HUD regulations and other requirements pursuant to section 3 of the Housing and Urban Development Act of 1968.

(9) The proposed term of the Contract, including all renewals, and justification for such term in accordance with § 883.206.

(d) *HFA Certifications.* The HFA shall submit, with the Proposal, the following certifications:

(1) That the developer, builder, and Owner are acceptable for purposes of meeting all the obligations of the Agreement.

(2) That the proposed site(s) meets the standards specified in §§ 883.209(a)(1), (4), (6), and (7) and 883.209(b)(1) and (3).

(3) The certifications required by Sec. 883.205(b).

(4) That the Owner and management agent, if any, are acceptable for purposes of meeting all the obligations of the Contract, including management and maintenance responsibilities.

(5) That consideration has been given to whether there are site occupants who would have to be displaced, whether there is a feasible plan for relocation of site occupants, the degree of hardship which displacement might cause, and the availability of funding for relocation payments.

(6) That the form of Lease required by the HFA to be used by the Owner will meet the requirements of § 883.319.

§ 883.310 HUD evaluation of proposals.

HUD's evaluation of Proposals submitted by HFAs shall be limited to determining whether the following requirements are satisfied:

(a) The Proposal and the HFA certifications contain all elements required in § 883.309, and the certifications are acceptable in accordance with § 883.302(b).

(b) The proposed Contract Rents plus any Allowances for Utilities and Other Services do not exceed the HUD-established fair market rents except as provided in § 883.205.

(c) The proposed site meets the site and neighborhood requirements of §§ 883.209(a)(2),(3)(5),(8) and (9) and 883.209(b)(2).

(d) The Proposal satisfies the requirements of the National Environmental Policy Act. In determining whether this requirement is met, HUD shall complete all appropriate environmental reviews as required pursuant to HUD regulations.

(e) The Proposal complies with equal opportunity requirements set forth in § 883.303(a) and the Affirmative Fair Housing Marketing Plan is approvable by HUD.

(f) The Proposal complies with such other requirements as the Secretary may from time to time prescribe.

§ 883.311 Notification of acceptability of proposal.

(a) *HUD Determination.* HUD shall notify the HFA and the Owner that the Proposal is:

(1) Approved.

(2) Approvable only if specified deficiencies are corrected and that HUD will approve the Proposal if it receives within a specified time evidence of such necessary corrections.

(3) Not approved with an indication of the reasons for disapproval.

(b) *Notification.* The appropriate A–95 Clearinghouse, and the unit of general local government (where it had previously been given an opportunity to comment on the Proposal), shall be notified by HUD of its final action.

§ 883.312 HFA's submission of acceptance of notification, certification of design and construction quality, ACC and agreement.

(a) *HFA's Acceptance.* The HFA shall indicate its acceptance of the notification of approval of the Proposal, including any terms or conditions contained in the notification, by returning to HUD a copy indicating its acceptance, together with a covering letter stating the date by which the HFA will submit the documentation specified in paragrap (b) of this section and the date when construction or rehabilitation, as appropriate, is expected to begin. This acceptance shall be furnished within the time prescribed in the notification. If the HFA does not accept the notification by the date specified, HUD may rescind the notification.

(b) *Documentation to Follow Acceptance.* The HFA shall submit to HUD, by the date specified in its acceptance of the notification pursuant to paragraph (a) of this section, the following documents:

(1) A Certification of Design and Construction Quality in accordance with paragraph (c) of this section;

(2) Four copies of the ACC, prepared by the HFA in accordance with the HUD prescribed form (see Appendix I) and executed by the HFA; and

(3) Four copies of the Agreement, prepared by the HFA in accordance with the HUD prescribed form (see Appendix II) and executed by the HFA and the Owner.

(c) *Certification of Working Drawings and Specifications.* The HFA shall submit to HUD a certification by the HFA, based upon an analysis and report by the design architect of the project or by an architect employed or engaged by the HFA, that (1) the working drawings and specifications have been completed and are consistent with the approved Proposal, and (2) the proposed construction or rehabilitation in accordance with these plans and specifications is permissible under the applicable zoning, building, housing, and other codes, ordinances or regulations as modified by any waivers obtained from the appropriate officials. This certification shall also cover compliance with the appropriate Minimum Property Standards (or the HUD Minimum Design Standards for Rehabilitation for Residential Properties) and other standards, guidelines and criteria applicable pursuant to § 883.208 (a)(2) and (b)(2), except that in the case of mobile homes the mobile homes shall be certified as being in compliance with (1) the American National Standards Institute Standard No. A–119.1 or (2) applicable State standards, in accordance with applicable HUD regulations as to certification and standards issued pursuant to Title I of the National Housing Act, 24 CFR 201.520–1.

(d) *Working Drawings and Specifications.* The HFA shall retain in its files one set of the working drawings and specifications covered by the HFA certification in accordance with paragraph (c) of this section. These drawings and specifications shall be available for examination by HUD so long as the Contract is in effect or for such shorter period of time as approved by HUD.

§ 883.313 HUD execution of Annual Contributions Contract and Agreement.

HUD shall review the Certification of Design and Construction Quality, the ACC, and the Agreement and, if found acceptable, shall execute the ACC and approve the Agreement. After execution, HUD shall return two copies of the ACC and the Agreement to the HFA, retaining two copies for its records.

§ 883.314 Submission of estimates of required annual contributions.

(a) *First Fiscal Year Submission.* Not earlier than 150 and not later than 90 days prior to the estimated date of the beginning of the first fiscal year, the HFA shall submit an Estimate of Required Annual Contributions covering the estimated amount required for the first fiscal year.

(b) *Subsequent Fiscal Year Submissions.* Not earlier than 150 and not later than 90 days prior to the beginning of each subsequent fiscal year, the HFA shall submit an Estimate of Required Annual Contributions, with supporting documentation, for any requested changes in the amount of housing assistance payments.

(c) *Revisions of Estimates.* Any of the above Estimates may be revised to reflect changes in circumstances and available data.

(d) *HUD Approval.* All Estimates of Required Annual Contributions and any revisions thereto submitted by the HFA shall be subject to HUD approval.

§ 883.315 Construction or rehabilitation period.

(a) *Timely Performance of Work.* After execution of the Agreement, the Owner shall promptly proceed with construction or rehabilitation as provided in the Agreement. In the event work is not so commenced, diligently continued, and/or completed, the HFA may rescind the Agreement, or take other appropriate action.

(b) *Delays.* Although extensions of time may be granted for the reasons specified in the Agreement, no increases in Contract Rents may be granted on that account.

(c) *Changes.* The Owner shall submit for HFA approval any changes from the approved Proposal which would materially reduce or alter his obligations or any changes which would alter the design or materially reduce the quality or amenities of the project. Approval of such changes may be conditioned on a reduction of Contract Rents. If such changes are made without prior approval by the HFA, the Owner may be required to reduce the Contract Rents or remedy the defects or deficiencies as a condition for acceptance of the project. Contract Rents may not be increased by reason of any changes or modifications except those required by changes in local codes or ordinances made subsequent to execution of the Agreement, and then only if HUD approval is obtained prior to incorporation of any such changes in the project. If any changes under this paragraph are approved by the HFA, the HFA is required to submit to HUD, at such times as it deems appropriate but not later than the certification of completion described in Sec. 883.316, a statement specifying the changes approved and either (1) a certification by the HFA that such changes do not justify a reduction of Contract Rents, or (2) a statement of the amounts by which Contract Rents were reduced and a certification that such reduction is appropriate and adequate in light of the changes approved.

(d) *Equal Opportunity Review.* Equal opportunity review may be conducted at any time deemed advisable by HUD.

(e) *Commencement of Marketing.* The Owner shall commence and diligently continue marketing as soon as possible, but in any event no later than 90 days (or 60 days in the case of substantial rehabilitation) prior to the estimated completion date. The Owner shall notify the HFA of the date of commencement of marketing. The Owner shall also comply with all reporting requirements under the Affirmative Fair Housing Marketing Regulations. Not later than 30 days prior to the estimated completion date and periodically thereafter, the Owner shall notify the HFA of any units which he anticipates will be vacant on the effective date of the Contract. At the time the Contract is executed, the Owner will be required to submit a list of the dwelling units leased as of the effective date of the Contract and a list of the units not so leased, if any. The Owner will be entitled to housing assistance payments for any unleased units, pursuant to § 883.204(b), only if he has fully complied with the requirements of that section and of this paragraph.

§ 883.316 Project completion.

(a) *Certifications Upon Completion.* Upon completion of the project, the HFA shall submit to the HUD field office the following certifications:

(1) A certification by the HFA that:

(i) The project has been completed in accordance with the requirements of the Agreement;

(ii) The project is in good and tenantable condition;

(iii) There are no defects or deficiencies in the project other than punchlist items, or incomplete work awaiting seasonal opportunity such as landscaping and heating system test (such excepted items to be specified);

(iv) There has been no change in evidence of management capability or in the proposed management program (if one was required) specified in the Proposal, other than changes approved in writing by the HFA in accordance with the Agreement;

(v) There has been compliance with the provisions of the Agreement relating to the payment of not less than prevailing wage rates and that to the best of the HFA's knowledge and belief there are no claims of underpayment in alleged violation of said provisions of the Agreement. In the event there are any such pending claims to the knowledge of the Owner, HUD, or the HFA, the HFA certification shall include a statement that the Owner has placed a sufficient amount in escrow, as determined by HUD, to assure such payments; and

(vi) The project has been constructed or rehabilitated in accordance with applicable zoning, building, housing and other codes, ordinances or regulations, as modified by any waivers obtained from the appropriate officials.

(2) A certification by the Owner that:

(i) The project has been completed in accordance with the requirements of the Agreement;

(ii) The project is in good and tenantable condition;

(iii) There are no defects or deficiencies in the project except for ordinary punchlist items, or incomplete work awaiting seasonal opportunity such as landscaping and heating system test (such excepted items to be specified);

(iv) There has been no change in evidence of management capability or in the proposed management program (if one was required) specified in the Proposal, other than changes approved in writing by the HFA in accordance with the Agreement; and

(v) He has complied with the provisions of the Agreement relating to the payment of not less than prevailing wage rates and to the best of his knowledge and belief there are no claims of underpayment in alleged violation of said provisions of the Agreement. In the event there are any such pending claims to the knowledge of the Owner, HUD, or the HFA, the Owner's certification shall include a statement that he has placed a sufficient amount in escrow, as determined by HUD, to assure such payments.

(3) In the case of substantial rehabilitation projects, a certification by the Owner that the property has been treated and is in compliance with HUD Lead Based Paint Regulations 24 CFR, Part 35. If the property was constructed prior to 1950, the Owner shall provide a certification that each Family upon occupancy will receive the notice required by HUD Lead Based Paint regulations and procedures regarding the hazards of lead based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against lead poisoning and that records showing receipt of such notice by each tenant will be maintained for at least three years.

(b) *Additional Work To Be Completed.* If the HFA certification states that the project is complete except for ordinary punchlist items or incomplete work awaiting seasonal opportunity, the project may be accepted and the Contract executed subject to completion of such items within a reasonable time. When the Owner reports to the HFA that the remaining work has been completed, the HFA shall inspect the work, and if it finds that the work has been completed satisfactorily, it shall so certify to HUD. If HUD fails to receive such additional certification within a reasonable time from acceptance of the project, HUD may, upon 30 days notice to the HFA and the Owner, cancel its approval of the Contract and require its termination or exercise its other rights under the Contract or the ACC.

(c) *Completion in Stages.* If the project is to be completed in stages, the procedures of this section shall apply to each stage.

§ 883.317 Execution of housing assistance payments contract.

(a) *Time of Execution.* If the HUD field office determines that the certifications required by § 883.316 are in conformance with the requirements of that section, it will authorize execution of the Contract. The Contract shall be executed first by the Owner and the HFA and then approved by HUD.

(b) *Unleased Units.* At the time of execution of the Contract, the HFA shall examine the lists of dwelling units leased and not leased, referred to in § 883.315 (e), and shall determine whether or not the Owner has met his obligations under that section with respect to any unleased units. The HFA shall state in writing its determination with respect to the unleased units and for which of those units it will make housing assistance payments. The Owner shall indicate in writing his concurrence with this determination or his disagreement, reserving his rights to claim housing assistance payments for the unleased units pursuant to the Contract, without prejudice by reason of his signing the Contract. Copies of all documents referred to in this paragraph shall be furnished to HUD.

§ 883.318 Marketing.

(a) *Compliance with Equal Opportunity Requirements.* Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's HUD-approved Affirmative Fair Housing Marketing Plan, if required, including any HFA requirements, and with all regulations relating to fair housing advertising including use of the equal opportunity logotype, statement, and slogan in all advertising. Projects shall be managed and operated without regard to race, color, creed, religion, sex, or national origin.

(b) *Eligibility, Selection and Admission of Families.* (1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, and computation of the amount of housing assistance payments on behalf of each selected Family, in accordance with schedules and criteria established by HUD.

(2) For every family that applies for admission, the Owner and the applicant shall complete and sign the form of application prescribed by HUD, except that if there are no vacant units and the Owner's waiting list is such that there would be an unreasonable length of time before the applicant could be admitted, the Owner may advise the applicant that the Owner is not accepting applications for that reason. The Owner shall retain copies of all completed applications together with any related correspondence for three years. For each Family selected for admission, the Owner shall submit one copy of the completed and signed application to the HUD field office and to the HFA. Housing assistance payments will not be made on behalf of an admitted Family until after this copy has been received by the HFA with a certification by the Owner that he has sent a copy to HUD.

(3) If the Owner determines that the applicant is eligible on the basis of income and family composition and is otherwise acceptable but the Owner does not have a suitable unit to offer, the Owner shall place such Family on his waiting list and so advise the Family.

(4) If the Owner determines that the applicant is eligible on the basis of income and family composition and is otherwise acceptable and if the Owner has a suitable unit, the Owner and the Family shall enter into a Lease. Such Lease shall be on the form of Lease included in the Owner's approved Proposal and shall otherwise be in conformity with the provisions of this Part.

(5) Records on applicant families and approved Families shall be maintained by the Owner so as to provide the HFA and HUD with racial, ethnic and gender data and shall be retained by the Owner for three years.

(6) In the case of a project owned by a PHA, (i) if the PHA places a Family on its waiting list, it shall notify the Family of the approximate date of availability of a suitable unit insofar as such date can be reasonably determined, and (ii) if the PHA determines that an applicant is ineligible on the basis of income or family composition, or that the PHA is not selecting the applicant for other reasons, the PHA shall promptly send the applicant a letter notifying him of the determination and the reasons and that the applicant has the right within a reasonable time (specified in the letter) to request an informal hearing. If, after conducting such an informal hearing, the PHA determines that the applicant shall not be admitted, the PHA shall so notify the applicant in writing and such notice shall inform the applicant that he has the right to request a review by HUD of the PHA's determination. The procedures of this subparagraph do not preclude the applicant from exercising his other rights if he believes he is being discriminated against on the basis of race, color, creed, religion, sex, or national origin. The PHA shall retain for three years a copy of the application, the letter, the applicant's response if any, the record of any informal hearing, and a statement of final disposition.

§ 883.319 Lease requirements.

The Lease shall contain all required provisions specified in paragraph (b) of this section and none of the prohibited

provisions listed in paragraph (c) of this section and shall otherwise conform to the form of Lease required or approved by the HFA.

(a) *Term of Lease.* The term of the Lease shall be for not less than one year. The Lease may (or, in the case of a Lease for a term or more than one year, shall) contain a provision permitting termination upon 30 days advance written notice by either party.

(b) *Required Provisions.* The Lease between the Owner (Lessor) and the Family (Lessee) shall contain the following provisions:

ADDENDUM TO LEASE

The following additional Lease provisions are incorporated in full in the Lease between _____ (Lessor) and _____ (Lessee) for the following dwelling unit: _____. In case of any conflict between these and any other provisions of the Lease, these provisions shall prevail.

a. The total rent shall be $_____ per month.

b. Of the total rent, $_____ shall be payable by the Housing Finance Agency (HFA) as housing assistance payments on behalf of the Lessee and $_____ shall be payable by the Lessee. These amounts shall be subject to change by reason of changes in the Lessee's family income, family composition, or extent of exceptional medical or other unusual expenses, in accordance with HUD-established schedules and criteria; or by reason of adjustment by the HFA of any applicable Allowance for Utilities and Other Services. Any such change shall be effective as of the date stated in a notification to the Lessee.

c. The Lessor shall not discriminate against the Lessee in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, or national origin.

d. The Lessor shall provide the following services and maintenance:

Lessor _____
By _____
Date _____
Lessee _____
Date _____

(c) *Prohibited Provisions.* Lease clauses which fall within the classifications listed below shall not be included in any Lease.

(1) *Confession of Judgment.* Prior consent by tenant to any lawsuit the landlord may bring against him in connection with the Lease and to a judgment in favor of the landlord.

(2) *Distraint for Rent or Other Charges.* Authorization to the landlord to take property of the tenant and hold it as a pledge until the tenant performs any obligation which the landlord has determined the tenant has failed to perform.

(3) *Exculpatory Clause.* Agreement by tenant not to hold the landlord or landlord's agents liable for any acts or omissions whether intentional or negligent on the part of the landlord or the landlord's authorized representative or agents.

(4) *Waiver of Legal Notice by Tenant Prior to Actions for Eviction or Money Judgments.* Agreement by tenant that the landlord may institute suit without any notice to the tenant that the suit has been filed.

(5) *Waiver of Legal Proceedings.* Authorization to the landlord to evict the tenant or hold or sell the tenant's possessions whenever the landlord determines that a breach or default has occurred, without notice to the tenant or any determination by a court of the rights and liabilities of the parties.

(6) *Waiver of Jury Trial.* Authorization to the landlord's lawyer to appear in court for the tenant and to waive the tenant's right to a trial by jury.

(7) *Waiver of Right to Appeal Judicial Error in Legal Proceedings.* Authorization to the landlord's lawyer to waive the tenant's right to appeal on the ground of judicial error in any suit or the tenant's right to file a suit in equity to prevent the execution of a judgment.

(8) *Tenant Chargeable with Costs of Legal Actions Regardless of Outcome.* Agreement by the tenant to pay attorney's fees or other legal costs whenever the landlord decides to take action against the tenant even though the court finds in favor of the tenant. (Omission of such clause does not mean that the tenant as a party to a lawsuit may not be obligated to pay attorney's fees or other costs if he loses the suit.)

§ 883.320 Termination of tenancy.

The Owner shall be responsible for termination of tenancies, including evictions. However, conditions for payment of housing assistance payments for any resulting vacancies shall be as set forth in § 883.204(c)(2).

§ 883.321 Maintenance, operation and inspections.

(a) *Maintenance and Operation.* The Owner shall maintain and operate the project so as to provide Decent, Safe, and Sanitary housing and he shall provide all the services, maintenance and utilities which he agrees to provide under the Contract, subject to abatement of housing assistance payments or other applicable remedies if he fails to meet these obligations.

(b) *Inspection Prior to Occupancy.* Prior to occupancy of any unit by a Family, the Owner and the Family shall inspect the unit and both shall certify, on forms prescribed by HUD, that they have inspected the unit and have determined it to be Decent, Safe, and Sanitary in accordance with the criteria provided in the prescribed forms. Copies of these reports shall be kept by the Owner for at least three years.

(c) *HFA Inspections.* The HFA shall inspect or cause to be inspected each Contract unit and related facilities at least annually and at such other times (including prior to initial occupancy and rerenting of any unit) as may be necessary to assure that the Owner is meeting his obligation to maintain the units in Decent, Safe, and Sanitary condition and to provide the agreed upon utilities and other services. The HFA shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.

(d) *Units Not Decent, Safe, and Sanitary.* If the HFA notifies the Owner that he has failed to maintain a dwelling unit in Decent, Safe, and Sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, the HFA may exercise any of its rights or remedies under the Contract, including the abatement of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance and the HFA does not have other section 8 funds for such purposes, the HFA may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. Where this is done, the Owner shall be notified that he will be entitled to resumption of housing assistance payments for the vacated dwelling unit if:

(1) The unit is restored to Decent, Safe, and Sanitary condition;

(2) The Family is willing to and does move back to the restored dwelling unit; and

(3) A deduction is made for the expenses incurred by the Family for both moves.

§ 883.322 Reexamination of family income, composition, and extent of exceptional medical or other unusual expenses.

Reexamination of Family Income, composition, and the extent of medical or other unusual expenses incurred by the Family shall be made by the Owner at least annually (except that such reviews may be made at intervals no longer than two years in the case of elderly Families), and appropriate redeterminations shall be made by the Owner of the amount of the Gross Family Contribution and the amount of the housing assistance payment, all in accordance with schedules and criteria established by HUD.

§ 883.323 Overcrowded and underoccupied units.

If the HFA determines that a Contract unit assisted under this Part is not Decent, Safe, and Sanitary by reason of increase in Family size, or that a Contract unit is larger than appropriate for the size of the Family in occupancy, housing assistance payments with respect to such unit will not be abated, unless the Owner fails to offer the Family a suitable unit as soon as one becomes vacant and ready for occupancy. In the case of an overcrowded unit, if the Owner does not have any suitable units or if no vacancy of a suitable unit occurs within a reasonable time, the HFA will assist the Family in finding a suitable dwelling unit and require the Family to move to such a unit as soon as possible. The Owner may receive housing assistance payments for the vacated unit if he complies with the requirements of § 883.204(c)(1).

§ 883.324 Adjustment of allowance for utilities and other services.

The HFA shall determine, as part of its annual inspection and at such other

times as it deems appropriate, whether an adjustment is required in the Allowance for Utilities and Other Services applicable to the dwelling units in the project, on grounds of changes in utility rates or other change of general applicability to all units in the project. If the HFA determines that an adjustment should be made, the HFA shall prescribe the amount of the adjustment and direct the Owner to make promptly a corresponding adjustment in the amount of rent to be paid by the affected Families and the amount of housing assistance payment.

§ 883.325 Continued family participation.

A Family must continue to occupy its approved unit to remain eligible for participation in the Housing Assistance Payments Program except that if the Family (a) wishes to vacate its unit at the end of the Lease term (or prior thereto but in accordance with the provisions of the Lease), or (b) is required to move for reasons other than violation of the Lease on the part of the Family, and if the Family wishes to receive the benefit of housing assistance payments in another approvable unit, the Family should give reasonable notice of the circumstance to the HFA so that the HFA may have the opportunity to consider the Family's request.

§ 883.326 Inapplicability of low-rent public housing model lease and grievance procedures.

Model lease and grievance procedures established by HUD for PHA-owned low-rent public housing are applicable only to PHA-owned projects under the section 8 Housing Assistance Payments Program.

§ 883.327 Reduction of number of contract units for failure to lease to eligible families.

(a) If at any time, beginning six months after the effective date of the Contract, the Owner fails for a continuous period of six months to have at least 80 percent of the Contract Units leased or available for leasing by Eligible Families, the HFA, with the approval of HUD, may on 30 days notice reduce the number of Contract units to not less than the number of units under lease or available for leasing by Eligible Families, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.

(b) At the end of the initial term of the Contract and of each renewal term, the HFA, with the approval of HUD, may, by notice to the Owner, reduce the number of Contract units to not less than (1) the number of units under lease or available for leasing by Eligible Families at that time, or (2) the average number of units so leased or available for leasing during the last year, whichever is the greater number, plus 10 percent of such number, if the number is 10 or more, rounded to the next highest number.

(c) HUD will agree to an amendment of the ACC to provide for subsequent restoration of any reduction made pursuant to paragraphs (a) or (b) of this section if HUD determines that the restoration is justified as a result of changes in demand and in the light of the Owner's record of compliance with his obligations under the Contract and if annual contributions contract authority is available; and HUD will take such steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance (see § 883.203).

§ 883.328 HUD review of contract compliance.

HUD will review project operations at such intervals as it deems necessary to ensure that the Owner is in full compliance with the terms and conditions of the Contract. Equal Opportunity review may be conducted with the scheduled HUD review or at any time deemed appropriated by HUD.

§ 883.329 HFA reporting requirements. [Reserved]

Subpart D—Program Development—Existing Housing

§ 883.401 Modification of existing housing regulations.

If an Agency wishes to use all or part of its set-aside for an existing housing program, it shall follow the provisions set forth in the regulations for the Section 8 Housing Assistance Payments Program—Existing Housing, 24 CFR Part 882 except as follows:

(a) The Agency may submit to HUD at any time, without reference to any HUD Invitation for existing housing program applications, an application pursuant to 24 CFR 882.203. Such an application shall be in accordance with the provisions of 24 CFR 882.204.

(b) The Agency shall at the same time submit to HUD, on the prescribed HUD form, an Application for Assignment of Portion of Set-Aside to Specific Project, accompanied by:

(1) A certification that it has made a public announcement that it has been allocated a set-aside, in accordance with § 883.104(c); and

(2) A demonstration that the proposed project complements the allocation program of the HUD field office.

(c) In implementing the provisions of 24 CFR Part 882, with respect to the provisions of section 213 of the HCD Act, the application shall be exempt from the provisions of section 213(a) of the HCD Act unless the unit of general local government in which the assistance is to be provided objects in its Local Housing Assistance Plan to the exemption. In the latter case or where there is no Local Housing Assistance Plan, no application for housing may be approved by HUD unless HUD requirements implementing the provisions of section 213 of the HCD Act have been satisfied.

APPENDIX I—ANNUAL CONTRIBUTIONS CONTRACT

U.S. Department of Housing and Urban Development, section 8 Housing Assistance Payments Program, Housing Finance and Development Agencies, Master section 8 annual Contributions Contract # _____, New Construction or Substantial Rehabilitation.

This Annual Contributions Contract (ACC) is entered into on the _____ day of _____, 19__, (the date of execution by the Government) by and between the United States of America (herein called the "Government"), pursuant to the United States Housing Act of 1937, as amended (42 U.S.C. 1437, *et seq.*), herein called the "Act," and the Department of Housing and Urban Development Act (42 U.S.C. 3531), and _____, a housing finance agency (herein called the "HFA"), which is organized and existing under the laws of the State of _____, and is a "public housing agency" as defined in the Act. In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

0.1. *Project or Projects.* The HFA is undertaking to provide Decent, Safe, and Sanitary housing for Families (as defined in section 2.1) pursuant to section 8 of the Act by means of Housing Assistance Payments Contracts ("Contracts") with Owners (as defined in section 2.1). Such undertaking may involve an agreement for the use of housing to be constructed ("New Construction") or an agreement for the use of existing housing to be substantially rehabilitated ("Substantial Rehabilitation"). In each instance, the numbers and sizes of dwelling units with respect to which a certain maximum Annual Contributions commitment is made shall constitute a Project hereunder and shall be identified by a stated Project number.

0.2. *Part I and Part II of this Annual Contributions Contract.* (a) Certain provisions of this ACC, principally those which are specifically applicable to a designated Project, are contained in Part I. A separate Part I has been executed with respect to each Project hereunder, and each such Part I, so executed, constitutes a part of this ACC.

(b) The remaining provisions of this ACC, which are applicable to all projects hereunder, are contained in Part II, which, although not separately executed, constitutes a part of this ACC.

0.3. *Fiscal Year.* Except for the first Fiscal Year of each Project, there shall be one Fiscal Year for all Projects hereunder. Such established Fiscal Year shall be the 12-month period ending _____ of each calendar year. The first Fiscal Year for each Project shall be as provided in the Part I applicable to such Project.

0.4. *Schedule of Projects.* Attached to this Master Section 8 ACC, as Attachment A, is a list identifying each ACC Part I and ACC Part I amendment by project number, date, and ACC List number and date.

HFA
By _____
Date _____, 19__
The Government
By _____
Date _____, 19__

PART I

New Construction Project No.----------
or
Substantial Rehabilitation Project No.------
Effective Date ----------
[Date of execution by the Government of this ACC Part I]
ACC List Number and Date ----------

1.1 *The Project.* The HFA proposes to enter into a Housing Assistance Payments Contract ("Contract") with respect to newly constructed or substantially rehabilitated dwelling units pursuant to an Agreement to Enter into Housing Assistance Payments Contract ("Agreement") executed prior to the commencement of construction or rehabilitation. The numbers and sizes of units will be as follows:

Size of unit	*Number of units*

The HFA shall enter into an Agreement and Contract in accordance with the numbers and sizes of units specified above. The HFA shall not enter into any Agreement or Contract or take any other action which will result in a claim for a total Annual Contribution in respect to the Project in excess of the maximum amount stated in section 1.4(a).

1.2 *Authorization of Actions by HFA.* In order to carry out the Project, the HFA is authorized to (a) enter into an Agreement, (b) enter into a Contract, (c) make housing assistance payments on behalf of Families, and (d) take all other necessary actions, all in accordance with the forms, conditions and requirements prescribed or approved by the Government; Provided, however, that the HFA shall take no actions which would result in any obligation on the Government beyond that provided in the Government-approved Agreement and Contract.

1.3 *Term of Contract and ACC.*—(a) *Term of Contract.* [Alternative provisions—incorporate alternative 1 or 2, as applicable.]

Alternative 1—General: If a combination of interim and permanent financing is utilized for the Project, the total Contract term for any unit, including all renewals, shall not exceed __ years [insert number equal to the anticipated term of the permanent financing, plus a period not to exceed 7 years] or a period terminating on the date of the last payment of principal due on said permanent financing, whichever is less. If permanent financing alone, rather than a combination of interim and permanent financing, is utilized for the Project, the total Contract term for any unit, including all renewals, shall not exceed __ [insert number equal to the term of the permanent financing, plus a period not to exceed 13 months] or a period terminating on the date of the last payment of principal due on said permanent financing, whichever is less; Provided, however, that in the case of Substantial Rehabilitation where the relative cost of the rehabilitation is less than 15 percent of the value of the Project after completion, the Contract shall be for one term of not more than five years for any dwelling unit. If the Project is completed in stages, the total Contract term for the units in all stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term specified in the first or second sentence of this paragraph (a), whichever is applicable, plus two years.

Alternative 2—For mobile homes project: The total Contract term for any mobile home unit, including all renewals, shall not exceed __ years. [Insert number as authorized by the Government, pursuant to 24 CFR 883.206, but in no event more than 20.] If the Project is accepted in stages, the total Contract term for the mobile home units in all stages, begining with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term specified in the first sentence of this paragraph (a), plus 2 years. For purposes of this paragraph (a), the term "mobile home" means the original mobile home and any replacement(s), combined.

(b) *Term of ACC.* This ACC shall remain in effect so long as the Contract is in effect but in no event shall the term of the ACC exceed the number of years authorized under section 1.3(a) of this ACC plus two years, beginning with the first Fiscal Year.

1.4 *Annual Contributions.* (a) Notwithstanding any other provisions of this ACC (other than paragraph (d) of this Section) or any provisions of any other contract between the Government and the HFA, the Government shall not be obligated to make any Annual Contribution or any other payment with respect to any Fiscal Year in respect to the Project in excess of $_____ per year (Maximum ACC Commitment); Provided, however, that this amount shall be reduced commensurately with any reduction in the number of Contract Units or in the Contract Rents under the Contract or pursuant to any other provision of this ACC or the Contract.

(b) If the HFA is using its set-aside for the project, the Maximum ACC Commitment includes a Financing Cost Contingency of $_____ to be used in the event of an increase in Contract Rents, pursuant to the provisions of the Contract, where the cost of debt service on the basis of the actual permanent financing is higher than that on which the Contract Rents were based. At the time the project goes into permanent financing, the Maximum ACC Commitment shall be reduced by the amount of this contingency, or portion thereof, which is not used for such purpose.

(c) Subject to the Maximum ACC Commitment, the Government shall pay for each Fiscal Year an Annual Contribution to the HFA in respect to the Project in an amount equal to the amount of housing assistance payments payable during each Fiscal Year (see section 1.5) by the HFA pursuant to the Contract, as authorized by section 1.2 (subject to reduction by the amount of any Project Receipts other than Annual Contributions, which Receipts shall be available for Project Expenditures).

(d) In order to assure that housing assistance payments will be increased on a timely basis to cover increases in Contract Rents or decreases in Family Incomes:

(1) A Project Account shall be established and maintained, in an amount as determined by the Government consistent with its responsibilities under section 8(c)(6) of the Act, out of amounts by which the Maximum ACC Commitment per year (exclusive of any Financing Cost Contingency) exceeds amounts paid under the ACC for any year. This account shall be established and maintained by the Government as a specifically identified and segregated account. To the extent funds are available in said account, the maximum Annual Contribution otherwise payable for any Fiscal Year may be increased by such amount, if any, as may be required for increases reflected in the estimate of required Annual Contribution applicable to such Fiscal Year as approved by the Government in accordance with section 2.11. Any amount remaining in said account after payment of the last Annual Contribution with respect to the Project shall be applied by the Government in accordance with law.

(2) Whenever the Government approved estimate of the required Annual Contribution exceeds the Maximum ACC Commitment then in effect (exclusive of any Financing Cost Contingency), and would cause the amount in the Project Account to be less than an amount equal to 40 percent of such Maximum ACC Commitment, the Government shall, within a reasonable period of time, take such additional steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance, including (as provided in that section of the Act) "the reservation of annual contributions authority for the purpose of amending housing assistance contracts or the allocation of a portion of new authorizations for the purpose of amending housing assistance contracts."

(e) The Government will make periodic payments on account of each Annual Contribution upon requisition therefor by the HFA in the form prescribed by the Government. Each requisition shall include certifications by the HFA that housing assistance payments have been or will be made only:

(1) In accordance with the provisions of the Contract as such provisions apply respectively to (i) units under lease by Families and (ii) units not under lease by Families; and

(2) With respect to units which the HFA has inspected or caused to be inspected, pursuant to section 2.4 of Part II of this ACC, within one year prior to the making of such housing assistance payments.

(f) Following the end of each Fiscal Year, the HFA shall promptly pay to the Government, unless other disposition is approved by the Government, the amount, if any, by which the total amount of periodic payments during the Fiscal Year exceeds the total amount of the Annual Contribution payable for such Fiscal Year in accordance with this Section.

1.5 *Fiscal Year.* The Fiscal Year for the Project shall be the Fiscal Year established by section 0.3 of this ACC; Provided, however, that the first Fiscal Year for the Project shall be the period beginning with the effective date of the Contract and ending on the last day of said established Fiscal Year which is not less than 12 months after such effective date. If the first Fiscal Year exceeds 12 months, the Maximum ACC Commitment may be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

1.6 *Periodic Adjustment of Contract Rents.* The Contract may provide for periodic adjustments in the Contract Rents chargeable by the Owner and commensurate increases in amounts of housing assistance payments up to the Maximum ACC Commitment.

1.7 *Affirmative Fair Housing Marketing Regulation.* The HFA shall require the Owner to comply with the Affirmative Fair Housing Marketing Regulation (subject to any exceptions therein) including the submission for Government approval of an Affirmative Fair Housing Marketing Plan and compliance with such approved Plan, as if Owner were expressly subject to said Regulation.

1.8 *Expeditious Carrying Out of Project.* The HFA shall proceed expeditiously with the Project. If the HFA fails to proceed expeditiously, and no Agreement with the Owner has yet been entered into, the Government, by notice to the HFA, may terminate or reduce its obligation hereunder with respect to the Project. If an Agreement has been entered into, and the HFA or the Owner is not proceeding expeditiously with the Project, the Government will take appropriate

action, including the Governmental action provided for in the Agreement.

1.9 *Responsibility for Administration of Contract.* Subject to audit and review by the Government to ensure compliance with Federal requirements and objectives, the HFA shall assume responsibility for Project development and for supervision of the development, management and maintenance functions of the Owner.

HFA
By ----------
Date ----------, 19--
The Government
By ----------
Date ----------, 19--

PART II

2.1 *Definitions.* (a) "Families" means Lower-Income Families (including "Very Low-Income Families") and includes Families consisting of a single person in the case of Elderly Families and Displaced Families and includes the remaining member of a tenant family.

(b) "Elderly Families" means Families whose heads (or their spouses), or whose sole members, are persons who are at least 62 years of age or are under a disability as defined in section 223 of the Social Security Act or in section 102(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, or are handicapped. The term Elderly Families includes two or more elderly, disabled, or handicapped individuals living together, or one or more such individuals living together with another person who is determined under regulations of the Secretary of Housing and Urban Development ("Secretary") to be a person essential to their care or well being.

(c) "Displaced Families" means Families displaced by governmental action, or Families whose dwellings have been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

(d) "Lower-Income Families" means Families whose Incomes do not exceed 80 percent of the median Income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish Income limits higher or lower than 80 percent of the median for the area on the basis of his findings that such variations are necessary because of prevailing levels of construction costs, unusually high or low family Incomes, or other factors.

(e) "Very Low-Income Families" means Families whose Incomes do not exceed 50 percent of the median Income for the area, as determined by the Secretary with adjustments for smaller and larger families.

(f) "Income" means income from all sources of each member of the household, as determined in accordance with criteria prescribed by the Secretary.

(g) "Owner" means the person or entity, including a cooperative, with which the Agreement and Contract are entered into.

(h) "Rent" or "rental" mean, with respect to members of a cooperative, the charges under the occupancy agreements between such members and the cooperative.

(i) "Project Receipts" with respect to each Project means the Annual Contributions payable hereunder and all other receipts, if any, accruing to the HFA from, out of, or in connection with such Project.

(j) "Project Expenditures" with respect to each Project means all costs allowable under Part I of this ACC, with respect to such Project.

(k) "Substantial Default" means the occurrence of any of the events listed in section 2.16.

2.2 *Lower-Income Housing Use; Compliance with Act and Regulations.* The HFA shall use the Annual Contribution solely for the purpose of providing Decent, Safe, and Sanitary dwellings for Families in compliance with all applicable provisions of the Act and all regulations issued pursuant thereto.

2.3 *Eligibility and Amount of Housing Assistance Payments.* (a) The HFA shall comply with the Income limits established by the Government.

(b) At least 30 percent of all Contract units developed under each annual set-aside of the HFA shall, in the initial rent-up, be leased to Very Low-Income Families, and thereafter best efforts shall be exercised to maintain at least 30 percent occupancy of Contract units by Very Low-Income Families. The HFA shall incorporate suitable provisions in each Contract to assure achievement of these results.

(c) The HFA shall comply or assure compliance with the schedules and criteria established by the Government with respect to the amounts of housing assistance payments made on behalf of Families.

(d) The HFA shall make or cause to be made periodic reexaminations of the Income, composition, and extent of exceptional medical or other unusual expenses of Families for whom housing assistance payments are being made, for the purpose of confirming or adjusting, in accordance with the applicable schedules established by the Government, the amount of rent payable by the Family and the amount of housing assistance payment.

(e) The HFA shall determine, as part of its annual inspection and at such other times as it deems appropriate, whether an adjustment is required in the Allowance for Utilities and Other Services applicable to the dwelling unit on grounds of changes of general applicability. If the HFA determines that an adjustment should be made, the HFA shall prescribe the amount of the adjustment and notify the Owner accordingly, and the HFA shall cause the Owner to make a corresponding adjustment in the amount of rent to be paid by the affected Family and the amount of housing assistance payment.

(f) Prior to the approval of eligibility of a Family by the HFA or the Owner, as the case may be, and thereafter on the date established for each reexamination of the status of such Family, the HFA or the Owner, as the case may be, shall review or cause to be reviewed a written application, signed by a responsible member of such Family, which application shall set forth all data and information necessary for a determination of the amount, if any, of housing assistance payment which can be made with respect to the Family.

2.4 *Inspections.* (a) The HFA shall require, as a condition for the making of housing assistance payments, that the Owner maintain the assisted dwelling units and related facilities in Decent, Safe, and Sanitary condition.

(b) The HFA shall inspect or cause to be inspected dwelling units and related facilities prior to commencement of occupancy by Families, and thereafter at least annually, adequate to assure that Decent, Safe, and Sanitary housing accommodations are being provided and that the agreed-to services are being furnished.

2.5 *Nondiscrimination in Housing.* (a) The HFA shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, Public Law 88-352, 78 Stat. 241; the regulations of the Department of Housing and Urban Development issued thereunder, 24 CFR, Subtitle A, Part 1, section 1.1, *et seq.*; the requirements of said Department pursuant to said regulations; and Executive Order 11063, to the end that, in accordance with that Act and the regulations and requirements of said Department thereunder, and said Executive Order, no person in the United States shall, on the ground of race, color, creed, religion, or national origin, be excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program or be otherwise subjected to discrimination. The HFA shall, by contractual requirement, covenant, or other binding commitment, assure the same compliance on the part of any subgrantee, contractor, subcontractor, transferee, successor in interest, or other participant in the program or activity, such commitment to include the following clause:

"This provision is included pursuant to the regulations of the Department of Housing and Urban Development, 24 CFR, Subtitle A, Part 1, Section 1.1, *et seq.*; issued under Title VI of the said Civil Rights Act of 1964, and the requirements of said Department pursuant to said regulations; and the obligation of the [contractor or other] to comply therewith inures to the benefit of the United States, the said Department, and the HFA any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to compel compliance therewith by the [contractor or other.]"

(b) The HFA shall incorporate or cause to be incorporated into all Housing Assistance Payments Contracts a provision requiring compliance with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any rules and regulations issued pursuant thereto.

(c) The HFA shall not, on account of creed or sex, discriminate in the sale, leasing, rental, or other disposition of housing or related facilities (including land) included in any Project or in the use of occupancy thereof, nor deny to any Family the opportunity to apply for such housing, nor deny to any eligible applicant the opportunity to lease or rent any dwelling in any such housing suitable to its needs. No person shall *automatically* be excluded from participation in or be denied the benefits of the Housing Assistance Payments Program because of membership in a class such as unmarried mothers, recipients of public assistance, etc.

2.6 *Equal Employment Opportunity.* (a) The HFA shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The HFA shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b)(1) The HFA shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is to be performed pursuant to this contract, the following Equal Opportunity clause:

"EQUAL EMPLOYMENT OPPORTUNITY

"During the performance of this contract, the contractor agrees as follows:

"(A) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the HFA setting forth the provisions of this Equal Opportunity clause.

"(B) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.

"(C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the HFA advising the said labor union or workers' representative of the contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(D) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(E) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Government and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(F) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

"(G) The contractor will include the portion of the sentence immediately preceding Paragraph (A) and the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(2) The HFA agrees that it will assist and cooperate actively with the Government and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Government and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Government in the discharge of the Government's primary responsibility for securing compliance.

(3) The HFA further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon contractors and subcontractors by the Government or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

2.7 *Training, Employment, and Contracting Opportunities for Businesses and Lower Income Persons.* (a) The project assisted under this ACC is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

(b) Notwithstanding any other provision of this ACC, the HFA shall carry out the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this ACC. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the Project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by section 3; and incorporation of the "section 3 clause" specified by § 135.20(b) of the regulations in all contracts for work in connection with the Project. The HFA certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

(c) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this ACC shall be a condition of the Federal financial assistance provided to the Project, binding upon the HFA, its successors and assigns. Failure to fulfill these requirements shall subject the HFA, its contractors and subcontractors, its successors, and assigns to the sanction specified by this ACC and to such sanctions as are specified by 24 CFR, § 135.135.

(d) The HFA shall incorporate or cause to be incorporated into any contract pursuant to this contract such clause or clauses as are required by the Government for compliance with its regulations issued pursuant to the Housing and Urban Development Act, as amended. The HFA shall cooperate with the Government in the conducting of compliance reviews pursuant to said Acts and Regulations.

2.8 *Cooperation In Equal Opportunity Compliance Reviews.* The HFA shall cooperate with the Government in the conducting of compliance reviews and complaint investigations pursuant to applicable civil rights statutes, Executive Orders, and rules and regulations pursuant thereto.

2.9 *Relocation; Clean Air Act and Federal Water Pollution Control Act*—(a) *Relocation.* In the case of a project owned by a public housing agency, as defined in the Act, the HFA understands and agrees that relocation of, and payments to, site occupants will be carried out in accordance with all regulations and requirements of the Government and in compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646; 84 Stat. 1894; 42 U.S.C. 4601). The HFA warrants and agrees that such requirements will be complied with. The assurances required by section 210 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 are hereby given by the HFA.

(b) *Clean Air Act and Federal Water Pollution Control Act.* The HFA shall incorporate or cause to be incorporated, into any contract for construction or substantial rehabilitation, such clause or clauses as are required by the Government for compliance with the regulations issued by the Environmental Protection Agency pursuant to the Clean Air Act, as amended, the Federal Water Pollution Control Act, as amended, and Executive Order 11738. The HFA shall cooperate with the Government in the conducting of compliance reviews pursuant to said Acts and Regulations.

2.10 *Labor Standards.* The HFA shall incorporate or cause to be incorporated into any contract for construction or substantial rehabilitation of nine or more dwelling units, such clause or clauses as are required by the Government for compliance with its regulations issued pursuant to the Copeland Act, the Davis-Bacon Act, and the Contract Work Hours and Safety Standards Act. The HFA shall cooperate with the Government in the conducting of compliance reviews pursuant to said Acts and Regulations.

2.11 *Estimates of Required Annual Contribution.* The HFA shall from time to time submit to the Government estimates of required annual contribution at such times and in such form as the Government may require. All estimates and any revisions thereof submitted under this Section shall be subject to Government approval.

2.12 *Insurance and Fidelity Bond Coverage.* For purposes of protection against hazards arising out of or in connection with the administrative activities of the HFA in carrying out the Project, the HFA shall carry adequate (a) comprehensive general liability insurance, (b) workmen's compensation coverage (statutory or voluntary), (c) automobile liability insurance against property damage and bodily injury (owned and nonowned), and (d) fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

2.13 *Books of Account and Records; Reports.* (a) The provisions of this Section shall apply only to books, documents, papers, records, statements, reports and data that are pertinent to compliance with this ACC and other Agreements or Contracts entered into pursuant thereto.

(b) The HFA shall maintain complete and accurate books of account and records, as may be prescribed from time to time by the Government, in connection with the Projects, including records which permit a speedy and effective audit, and will among other things fully disclose the amount and the disposition by the HFA of the Annual Contributions and other Project Receipts, if any.

(c) The books of account and records of the HFA shall be maintained for each Project as separate and distinct from all other

Projects and undertakings of the HFA except as authorized or approved by the Government.

(d) The HFA shall furnish the Government such financial, operating, and statistical reports, records, statements, and documents at such times, in such form, and accompanied by such supporting data, all as may reasonably be required from time to time by the Government.

(e) The Government and the Comptroller General of the United States, or his duly authorized representatives, shall have full and free access to the Projects and to all the books, documents, papers, and records of the HFA that are pertinent to its operations with respect to financial assistance under the Act, including the right to audit, and to make excerpts and transcripts from such books and records.

(f) The HFA shall incorporate or cause to be incorporated in all Contracts the following clauses:

"HFA AND GOVERNMENT ACCESS TO PREMISES AND OWNER'S RECORDS

"(1) The Owner shall furnish such information and reports pertinent to the Contract as reasonably may be required from time to time by the HFA and the Government.

"(2) The Owner shall permit the HFA or the Government or any of their duly authorized representatives, to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to the monthly requests to the HFA for housing assistance payments."

(g) Audits required by the Government will be performed or paid for by the Government.

2.14 *General Depositary Agreement and General Fund.* (a) The HFA shall maintain one or more agreements, which are herein collectively called the "General Depositary Agreement," in the form prescribed by the Government, with one or more banks (each of which shall be, and continue to be, a member of the Federal Deposit Insurance Corporation) selected as depositary by the HFA. Immediately upon the execution of any General Depositary Agreement, the HFA shall furnish to the Government such executed or conformed copies thereof as the Government may require. No such General Depositary Agreement shall be terminated except after 30 days notice to the Government.

(b) All monies received by or held for account of the HFA in connection with the Projects shall constitute the General Fund.

(c) The HFA shall, except as otherwise provided in this ACC, deposit promptly with such bank or banks, under the terms of the General Depositary Agreement, all monies constituting the General Fund.

(d) The HFA may withdraw monies from the General Fund only for (1) the payment of Project Expenditures, and (2) other purposes specifically approved by the Government. No withdrawals shall be made except in accordance with a voucher or vouchers then on file in the office of the HFA stating in proper detail the purpose for which such withdrawal is made.

(e) If the HFA (1) in the determination of the Government, is in Substantial Default, or (2) makes or has made any fraudulent or willful misrepresentation of any material fact in any of the documents or data submitted to the Government pursuant to this ACC or in any document or data submitted to the Government as a basis for this ACC or as an inducement to the Government to enter into this ACC, the Government shall have the right to require any bank or other depositary which holds any monies of the General Fund, to refuse to permit any withdrawals of such monies; Provided, however, that upon the curing of such Default the Government shall promptly rescind such requirement.

2.15 *Pooling of Funds under Special Conditions and Revolving Fund.* (a) The HFA may deposit under the terms of the General Depositary Agreement monies received or held by the HFA in connection with any other housing project developed or operated by the HFA pursuant to the provisions of any contract for annual contributions, administration, or lease between the HFA and the Government.

(b) The HFA may also deposit under the terms of the General Depositary Agreement amounts necessary for current expenditures of any other project or enterprise of the HFA, including any project or enterprise in which the Government has no financial interest; Provided, however, that such deposits shall be lump-sum transfers from the depositaries of such other projects or enterprises, and shall in no event be deposits of the direct revenues or receipts of such other projects or enterprises.

(c) If the HFA operates other projects or enterprises in which the Government has no financial interest, it may from time to time, withdraw such amounts as the Government may approve from monies on deposit under the General Depositary Agreement for deposit in and disbursement from a revolving fund provided for the payment of items chargeable in part to the Projects and in part to other projects or enterprises of the HFA; Provided, however, that all deposits in such revolving fund shall be lump-sum transfers from the depositaries of the related projects or enterprises and shall in no event be deposits of the direct revenues or receipts.

(d) The HFA may establish petty cash or change funds in reasonable amounts, from monies on deposit under the General Depositary Agreement.

(e) In no event shall the HFA withdraw from any of the funds or accounts authorized under this Section 2.15 amounts for the Projects or for any other project or enterprise in excess of the amount then on deposit in respect thereto.

2.16 *Defaults by HFA and/or Owner under ACC or Contract.*—(a) *Rights of Owner if HFA Defaults.* (1) In the event of failure of the HFA to comply with the Contract with the Owner, or if such Contract is held to be void, voidable or ultra vires, or if the power or right of the HFA to enter into such Contract is drawn into question in any legal proceeding, or if the HFA asserts or claims that such Contract is not binding upon the HFA for any such reason, the Government may, after notice to the HFA giving it a reasonable opportunity to take corrective action, determine that the occurrence of any such event constitutes a Substantial Default hereunder. Where the Government so determines, it may assume the HFA's rights and obligations under such Contract, and the Government shall, for the duration of such Contract, continue to pay Annual Contributions for the purpose of making housing assistance payments with respect to dwelling units under such Contract, shall perform the obligations and enforce the rights of the HFA, and shall exercise such other powers as the Government may have to cure the Default.

(2) All rights and obligations of the HFA assumed by the Government pursuant to this section 2.16(a) will be returned as constituted at the time of such return (i) when the Government is satisfied that all defaults have been cured and that the Project will thereafter be administered in accordance with all applicable requirements, or (ii) when the Housing Assistance Payments Contract is at an end, whichever occurs sooner.

(3) The provisions of this section 2.16(a) are made with, and for the benefit of, the Owner or his assignees who will have been specifically approved by the Government prior to such assignment. If the Owner and the assignees are not in default, they may, in order to enforce the performance of these provisions, (i) demand that the Government, after notice to the HFA giving it a reasonable opportunity to take corrective action, make a determination whether a Substantial Default exists under paragraph (a)(1) of this section, (ii) if the Government determines that a Substantial Default exists, demand that the Government take the actions authorized in paragraph (a)(1) to carry out the obligations of the HFA to the Owner, and (iii) proceed against the Government by suit at law or in equity.

(4) The provisions of paragraphs (a) (1), (2) and (3) of this section shall be included in the Contract.

(b) *Rights of Government if HFA Defaults Under ACC or Contract.* (1) If the HFA defaults in the observance or performance of the provisions of section 2.4; fails to comply with its obligations under any duly issued Certificate of Family Participation in accordance with its terms; fails to comply with the requirements of sections 2.5, 2.6, 2.7, or 2.8; defaults in the performance or observance of any other term, covenant, or condition of this ACC or of any term, covenant, or condition of any Contract; fails, in the event of any default by the Owner, to enforce its rights under the Contract by way of action to achieve compliance to the satisfaction of the Government or to terminate the Contract in whole or in part, as directed by the Government; or fails to comply with the applicable provisions of the Act and all regulations issued pursuant thereto; the Government may, after notice to the HFA giving it a reasonable opportunity to take corrective action, determine that the occurrence of any such event constitutes a Substantial Default hereunder as to the Project. Upon the occurrence of a Substantial Default with respect to any Project, the HFA shall, if the Government so requires, assign to the Government all of its rights and interests under the Contract including any funds, and the Government shall continue to pay Annual Contributions with respect to dwelling units covered by Housing Assistance Payments Contracts in accordance with the terms of this ACC and of such Contracts until reassigned to the HFA.

(2) All rights and obligations of the HFA assumed by the Government pursuant to this section 2.16(b) will be returned as constituted at the time of such return (i) when the Government is satisfied that all defaults have been cured and that the Project will thereafter be administered in accordance with all applicable requirements, or (ii) when the Housing Assistance Payments Contract is at an end, whichever occurs sooner.

(c) *Rights of HFA and Government if Owner Defaults Under Contract. (New Construction and Substantial Rehabilitation Projects).* For New Construction and Substantial Rehabilitation projects, the Contract shall contain the following provisions:

"a. A default by the Owner under this Contract shall result if:

"(1) The Owner has violated or failed to comply with any provision of, or obligation under, this Contract or of any Lease; or

"(2) The Owner has asserted or demonstrated an intention not to perform some or all of his obligations under this Contract or under any Lease.

"b. Upon a determination by the HFA that a default has occurred, the HFA shall notify the Owner, with a copy to the Government, of (1) the nature of the default, (2) the actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner to cure the default, and, where appropriate, abatement of housing assistance payments in whole or in part and recovery of overpayments), and (3) the time within which the Owner shall respond with a showing that he has taken all the actions required of him. If the Owner fails to respond or take action to the satisfaction of the HFA and the Government, the HFA shall have the right to terminate this Contract in whole or in part or to take other corrective action to achieve compliance, in its discretion or as directed by the Government.

"c. Notwithstanding any other provisions of this Contract, in the event the Government determines that the Owner is in default of his obligations under the Contract, the Government shall have the right, after notice to the Owner and the HFA giving them a reasonable opportunity to take corrective action, to abate or terminate housing assistance payments and recover overpayments in accordance with the terms of the Contract. In the event the Government takes any action under this Section, the Owner and the HFA hereby expressly agree to recognize the rights of the Government to the same extent as if the action were taken by the HFA. The Government shall not have the right to terminate the Contract except by proceeding in accordance with section 2.16(b) of the ACC."

2.17 *Remedies Not Exclusive and Non-Waiver of Remedies.* The availability of any remedy provided for in this ACC or in the Contract shall not preclude the exercise of any other remedy under this ACC or the Contract or under any provisions of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

2.18 *Interest of Members, Officers, or Employees of HFA, Members of Local Governing Body, or Other Public Officials.* (a) Neither the HFA nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement, in connection with any Project, in which any member, officer, or employee of the HFA, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the State or locality in which the HFA was activated, or any other public official of such jurisdiction who exercises any responsibilities or functions with respect to the Project during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the HFA, or any such governing body member or such other public official of such jurisdiction involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the HFA and such disclosure is entered upon the minutes of the HFA, the HFA, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, however, that any such present member, officer, or employee of the HFA shall not participate in any action by the HFA relating to such contract, subcontract, or arrangement.

(b) The HFA shall insert in all contracts entered into in connection with any Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provisions:

"No member, officer, or employee of the HFA, no member of the governing body of the State or locality (city and county) in which the project is situated, and no other public official of such State or locality who exercises any functions or responsibilities with respect to the project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or in any proceeds or benefits arising therefrom. In the case of a project owned by a public housing agency, the foregoing prohibition shall also apply to members of the governing body of the locality (city and county) in which such public housing agency was activated."

(c) The provisions of the foregoing subsections (a) and (b) of this section 2.18 shall not be applicable to the General Depositary Agreement, or utility service the rates for which are fixed or controlled by a governmental agency.

2.19 *Interest of Member of or Delegate to Congress.* No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this ACC or to any benefits which may arise therefrom.

APPENDIX II—AGREEMENT TO ENTER INTO HOUSING ASSISTANCE PAYMENTS CONTRACT

PART I

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is made and entered into by and between the _____ ("HFA"), which is a public housing agency as defined in the United States Housing Act of 1937, 42 U.S.C. 1437, *et seq.* ("Act"), at section 1437a(6), and _____ ("Owner").

Whereas, the Owner proposes to complete a housing project consisting of _____ [if new construction, insert "improvements and land"; if substantial rehabilitation insert "the substantial rehabilitation of certain property"], as described in the approved Proposal; and

Whereas, the Owner and the HFA propose to enter into a Housing Assistance Payments Contract ("Contract") upon the completion of said project for the purpose of making housing assistance payments to enable eligible Lower-Income Families ("Families") to occupy units in said project; and

Whereas, the HFA has entered into an Annual Contributions Contract dated _____, 19__, with the United States of America acting through the Department of Housing and Urban Development ("Government") with respect to Project No. _____ ("ACC"), under which the Government will provide financial assistance to the HFA pursuant to section 8 of the Act for the purpose of making housing assistance payments; and

Whereas, the Owner is also the developer or rehabilitator, or, if the developer or rehabilitator is other than the Owner, the developer's or rehabilitator's name is _____.

Now therefore, the parties hereto agree as follows:

1.1 *Significant Dates; Contents of Agreement—a. Time for Completion of Project.* The time for completion of the project (see section 1.2a) is _____ calendar days after the effective date of this Agreement.

b. *Date for Commencement of Work.* The date for commencement of work (see section 1.2b) is _____, 19__.

c. *Contents of Agreement.* This Agreement consists of Part I, Part II, and the following exhibits:

Exhibit A: The approved Proposal including, among other things, the HFA's certifications, the Affirmative Fair Housing Marketing Plan (if required), and evidence of management capability;

Exhibit B: The Housing Assistance Payments Contract ("Contract") to be executed upon acceptable completion of the project;

Exhibit C: The Annual Contributions Contract;

Exhibit D: The schedule of completion in stages, if applicable;

Exhibit E: The schedule of minimum rates of wages, if applicable; and

Additional exhibits: [Specify additional exhibits, if any. If none, insert "None."]

This Agreement, including said exhibits, comprises the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as contained herein. Nothing contained in this Agreement shall create or affect any relationship between the HFA and any contractors or subcontractors employed by the Owner in the completion of the project.

1.2 *Schedule of completion—a. Time for Completion.* The project shall be completed in accordance with section 1.4 no later than the end of the period stated in section 1.1a, or in stages as provided for in Exhibit D which identifies the units comprising each stage and the date of commencement and time for completion of each stage. Where completion in stages is provided for, all references to project completion shall be deemed to refer to project completion and/or completion of any stage, as appropriate.

b. *Timely Performance of Work.* The Owner agrees that no later than the date stated in section 1.1b the work will be commenced and diligently continued. In the event the work is not commenced, diligently continued, and/or completed as aforesaid, the HFA reserves the right, subject to Government approval, to rescind this Agreement or take other appropriate action. The Owner shall report to the HFA the date work was commenced and shall thereafter furnish the HFA with periodic progress reports (quarterly or as otherwise required by the HFA).

c. *Delays.* In the event there is delay in the completion due to strikes, lockouts, labor union disputes, fire, unusual delays in transportation, unavoidable casualties, weather, acts of God, or any other causes beyond the Owner's control, or by delay authorized by the HFA, the time for completion shall be extended to the extent that completion is delayed due to one or more of these causes. No increases in the rents set forth in Exhibit B ("Contract Rents") may be granted on account of any such delays.

1.3 *Construction or rehabilitation period—a. Changes.* The Owner shall submit for HFA approval any changes from Exhibit A which would materially reduce or alter his obligations or any changes which would alter the design or materially reduce the quality or amenities of the project. Approval of such changes may be conditioned on a reduction of Contract Rents. If such changes are made without prior approval by the HFA, the Owner may be required to reduce the Contract Rents or remedy the defects or deficiencies as a condition for acceptance of the project. Contract Rents may not be increased by reason of any changes or modifications except those required by changes in local codes or ordinances made subsequent to execution of the Agreement, and then only if Government approval is obtained prior to incorporation of any such changes in the project. If any changes under this paragraph are approved by the HFA, the HFA is required to submit to the Government, at such times as it deems appropriate but not later than the certification of completion described in Section 1.4, a statement specifying the changes approved and either (1) a

certification by the HFA that such changes do not justify a reduction of Contract Rents, or (2) a statement of the amounts by which Contract Rents were reduced and a certification that such reduction is appropriate and adequate in light of the changes approved.

b. *Commencement of Marketing.* The Owner shall commence and diligently continue marketing as soon as possible, but in any event no later than 90 days (or 60 days in the case of substantial rehabilitation) prior to the estimated completion date. The Owner shall notify the HFA of the date of commencement of marketing. The Owner shall also comply with all reporting requirements under the Affirmative Fair Housing Marketing Regulations. Not later than 30 days prior to the estimated completion date and periodically thereafter, the Owner shall notify the HFA of any units which he anticipates will be vacant on the effective date of the Contract. At the time the Contract is excuted, the Owner shall submit a list of the dwelling units leased as of the effective date of the Contract and a list of the units not so leased, if any. The Owner will be entitled to housing assistance payments for any unleased units pursuant to section 1.7b of the Contract only if he has fully complied with the requirements of this paragraph and the provisions of that Section.

1.4 *Project Completion*—a. *Certifications Upon Completion.* Upon completion of the project, the HFA shall submit to the Government the following certifications:

(1) A certification by the HFA that:

(i) The project has been completed in accordance with the requirements of the Agreement;

(ii) The project is in good and tenantable condition;

(iii) There are no defects or deficiencies in the project other than punchlist items, or incomplete work awaiting seasonal opportunity such as landscaping and heating system test (such excepted items to be specified);

(iv) There has been no change in evidence of management capability or in the proposed management program (if one was required) specified in the Proposal, other than changes approved in writing by the HFA in accordance with the Agreement;

(v) There has been compliance with the provisions of the Agreement relating to the payment of not less than prevailing wage rates and that to the best of the HFA's knowledge and belief there are no claims of underpayment in alleged violation of said provisions of the Agreement. In the event there are any such pending claims to the knowledge of the Owner, the Government, or the HFA, the HFA certification shall include a statement that the Owner has placed a sufficient amount in escrow, as determined by the Government, to assure such payments; and

(vi) The project has been constructed or rehabilitated in accordance with applicable zoning, building, housing and other codes, ordinances or regulations, as modified by any waivers obtained from the appropriate officials.

(2) A certification by the Owner that:

(i) The project has been completed in accordance with the requirements of the Agreement;

(ii) The project is in good and tenantable condition;

(iii) There are no defects or deficiencies in the project except for ordinary punchlist items, or incomplete work awaiting seasonal opportunity such as landscaping and heating system test (such excepted items to be specified);

(iv) There has been no change in evidence of management capability or in the proposed management program (if one was required) specified in the Proposal, other than changes approved in writing by the HFA in accordance with the Agreement; and

(v) He has complied with the provisions of the Agreement relating to the payment of not less than prevailing wage rates and to the best of his knowledge and belief there are no claims of underpayment in alleged violation of said provisions of the Agreement. In the event there are any such pending claims to the knowledge of the Owner, the Government, or the HFA, the Owner's certification shall include a statement that he has placed a sufficient amount in escrow, as determined by the Government, to assure such payments.

(3) In the case of substantial rehabilitation projects, a certification by the Owner that the property has been treated and is in compliance with Government Lead Based Paint Regulations, 24 CFR, Part 35. If the property was constructed prior to 1950, the Owner shall provide a certification that each Family upon occupancy will receive the notice required by Government Lead Based Paint regulations and procedures regarding the hazards of lead based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against lead poisoning and that records showing receipt of such notice by each tenant will be maintained for at least three years.

b. *Additional Work to be Completed.* If the HFA certification states that the project is complete except for ordinary punchlist items or incomplete work awaiting seasonal opportunity, the project may be accepted and the Contract executed subject to completion of such items within a reasonable time. When the Owner reports to the HFA that the remaining work has been completed, the HFA shall inspect the work, and if it finds that the work has been completed satisfactorily, it shall so certify to the Government. If the Government fails to receive such additional certification within a reasonable time from acceptance of the project, the Government may, upon 30 days notice to the HFA and the Owner, cancel its approval of the Contract and require its termination or exercise its other rights under the Contract or the ACC.

c. *Completion in Stages.* If the project is to be completed in stages, the procedures of this Section shall apply to each stage.

1.5 *Housing Assistance Payments Contract.*—a. *Time of Execution.* If the Government determines that the certifications of completion comply with the requirements of section 1.4 of this Agreement, the Government shall authorize execution of the Contract. Upon receipt of this authorization, the Contract shall be executed first by the Owner and the HFA, and then approved by the Government.

b. *Completion in Stages.* If completion is in stages, pursuant to section 1.4, the Contract shall be executed upon completion of the first stage, and the number and types of completed units and their Contract rents shall be shown in Schedule A–1 of the Contract. Thereafter, upon completion of each successive stage, the signature block provided in the Contract for that stage shall be executed by the Owner and the HFA and approved by the Government, and Schedule A–2, A–3, etc., covering the additional units, shall become part of the Contract.

c. *Unleased Units at Time of Execution.* At the time of execution of the Contract, the HFA shall examine the lists of dwelling units leased and not leased, referred to in Section 1.3b, and shall determine whether or not the Owner has met his obligations under that Section with respect to any unleased units. The HFA shall state in writing its determination with respect to the unleased units and for which of those units it will make housing assistance payments pursuant to the Contract. The Owner shall indicate in writing his concurrence with this determination or his disagreement, reserving his rights to claim housing assistance payments for the unleased units pursuant to the Contract, without prejudice by reason of his signing the Contract. Copies of all documents referred to in this paragraph shall be furnished to the Government.

d. *Contract Rents.* The rents to the Owner, by unit size, amounts of housing assistance payments, and all other applicable terms and conditions shall be as specified in the proposed Housing Assistance Payments Contract except as provided in section 1.3a, and except that if the project is permanently financed prior to project completion, the Contract Rents shall be subject to adjustment in accordance with paragraph e or f of this Section, as appropriate. (If permanent financing does not occur until after project completion, the adjustments contemplated by paragraph f will be made in accordance with the comparable provisions contained in the Contract.)

e. *Adjustments of Contract Rents to Reflect Actual Costs Where Only Permanent Financing Is Utilized.* (1) In the event that only permanent financing is utilized for the project, the HFA shall, at the time the terms of said financing are agreed to by the lender, certify to the Government:

(i) The interest rate on said permanent financing, and

(ii) Any change in the amount of mortgage loan required for the project because of the difference between the interest rate payable on said permanent financing and the anticipated interest rate which would have been payable if interim financing had been utilized during the construction period for the project.

(2) The Contract Rents, the maximum Contract commitment and the Maximum ACC Commitment shall be adjusted to reflect the foregoing. In no event shall the maximum Contract commitment or the Maximum ACC Commitment be increased by more than the amount of the Financing Cost Contingency, as specified in Section 1.4(b) of the ACC. Any unused portion of the Financing Cost Contingency shall be reallocated to the then current set-aside of the HFA, if any.

f. *Adjustments of Contract Rents to Reflect Actual Costs of Permanent Financing Where Interim and Permanent Financing Are Utilized.* In the event that interim financing is utilized for the project, at the time the terms of the permanent financing are agreed to by the lender, the HFA shall submit a certification to the Government as to the actual financing terms and the following provisions shall apply:

(1) If the actual debt service under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, and the HFA is using Rents shall be reduced commensurately, and the amount of the savings shall be credited to the Project Account. The maximum ACC commitment shall not be reduced except by the amount of the contingency, if any, which was included for possible increases under paragraph e(2) of this Section.

(2) If the actual debt service under the permanent financing is higher than the anticipated debt service on which the Contract Rents were based, and the HFA is using its set-aside for the project, the initial Contract Rents shall be increased commensurately, not to exceed the limitations in this paragraph e(2) and the amount of the Financing Cost Contingency, if the projected borrowing rate (net interest cost) was not less than the average net interest cost for the preceding quarter (at the time the

projection was submitted to the Government) of the "20 Bond Index" published weekly in the *Bond Buyer*, plus 50 basis points. An adjustment under this paragraph e(2) shall not be more than is necessary to reflect an increase in debt service (based upon the original projected capital cost and the actual term of the permanent financing for the project) resulting from an increase in interest rate of not more than:

(i) One and one-half percent if the projected spread as submitted to the Government was three-fourths of one percent or less, or

(ii) One percent if such projected spread was more than three-fourths of one percent but not more than one percent, or

(iii) One-half of one percent if such projected spread was more than one percent.

(3) After Contract Rents have been adjusted in accordance with paragraph e(1) or e(2) of this Section, the maximum amount of the ACC commitment shall be reduced by the amount of any unused portion of the Financing Cost Contingency, and such portion shall be reallocated to the then current set-aside of the HFA, if any. At the same time, if the Contract Rents have been increased in accordance with paragraph e(2) of this section, the maximum Contract amount specified in section 1.1g of the Contract shall be increased commensurately.

g. *No Changes in Contract.* Each party has read or is presumed to have read the proposed Contract. It is expressly agreed that there shall be no change in the terms and conditions of the Contract other than as provided in this Agreement.

1.6. *Government Assurance to Owner.* The approval of this Agreement by the Government signifies that the Government has executed the ACC and that the ACC has been properly authorized; that the faith of the United States is solemnly pledged to the payment of annual contributions pursuant to said ACC; and that funds have been obligated by the Government for such payments to assist the HFA in the performance of its obligations under the Contract. The Government and the HFA shall not, without the consent of the Owner, amend or modify the ACC in any manner which would reduce the amount of annual contributions payable thereunder for housing assistance payments except as authorized in the ACC and the Contract.

1.7 *Relocation Requirements for Project Owned by a Public Housing Agency.*[1] [Alternative provisions—incorporate alternative 1 or 2, as applicable.] *Alternative 1—For projects which were without site occupants as of the date indicated in this alternative.* The Owner hereby certifies that the site of the project was without occupants as of the date the HFA made a commitment to provide the permanent financing for the project or the date the HFA submitted the Proposal to HUD, whichever was earlier.

Alternative 2—For projects which do not qualify for alternative 1.—a. *Owner Compliance with Relocation Act.* The Owner agrees that, pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, it undertakes liability for (1) the provision of relocation payments and assistance as prescribed in sections 202, 203, and 204 of the Act; (2) the provision of relocation assistance programs offering the services described in section 205 of the Act; and (3) assuring that within a reasonable period of time prior to displacement, Decent, Safe, and Sanitary replacement dwellings will be available to displaced persons.

b. *Relocation Payments Other than by Owner.* The Government has determined that satisfactory commitments have been made for the funding of relocation payments required by sections 202, 203, and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as follows:

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c. *Relocation Payments by Owner.* If paragraph b is inapplicable, the following shall apply:

(1) The maximum potential amount of all relocation payments as estimated by the Government is $_____.

(2) The Owner has deposited this amount in an escrow account under the terms of which payments may be made only upon presentation of written authorization by the Government for the purpose of meeting relocation payments.

(3) The Owner hereby voluntarily undertakes liability for all relocation payments and agrees that, if the funds in the escrow account shall prove to be insufficient to meet all such relocation payments, he will deposit such additional amounts as the Government determines to be necessary for such purpose.

(4) When the Government determines that there is no longer any potential liability for relocation payments, any balance in the escrow account shall be paid to the Owner.

(5) The Owner agrees to hold harmless and to indemnify the Government for any costs incurred under sections 202, 203, and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 in connection with the relocation of site occupants, and the Owner further agrees that the Government shall have the right to be reimbursed for any such costs by withholding from housing assistance payments payable to the Owner.

1.8 *Authority of the HFA.* The HFA warrants that it is a "public housing agency" as defined in section 3(6) of the Act and that it is in fact and in law authorized to execute this Agreement.

Effective date. This Agreement shall be effective as of the date of approval by the Government.

In witness whereof, the parties hereto have executed this Agreement in four original counterparts.

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

Approved: United States of America, Secretary of Housing and Urban Development.

By _____

_____

(Official Title)

Date _____, 19__

HFA _____

By _____

_____

(Official Title)

Date _____, 19__

Owner _____

By _____

_____

(Official Title)

Date _____, 19__

PART II

2.1 *Training, employment, and contracting opportunities for businesses and Lower-Income Persons.*[2] a. The project assisted under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

b. Notwithstanding any other provision of this Agreement, the Owner shall carry out the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 (published in 38 FR 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this Agreement. The requirements of said regulations include, but are not limited to, development and implementation of an affirmative action plan for utilizing business concerns located within, or owned in substantial part by persons residing in, the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by section 3; and incorporation of the "section 3 clause" specified by section 135.20 (b) of the regulations and paragraph d of this Section in all contracts for work in connection with the project. The Owner certifies and agrees that he is under no contractual or other disability which would prevent him from complying with these requirements.

c. Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, his successors and assigns. Failure to fulfill these requirements shall subject the Owner, his contractors and subcontractors, his successors, and assigns to the sanction specified by this Agreement, and to such sanctions as are specified by 24 CFR Section 135.135.

d. The Owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of $50,000 cost, the following clause:

"EMPLOYMENT OF PROJECT AREA RESIDENTS AND CONTRACTORS

"A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns

[1] Strike this Section unless the project is owned by a public housing agency.

[2] Strike this Section if the Contract Rents under the proposed Housing Assistance Payments Contract, over the maximum term of said Contract, are $500,000 or less.

[3] As used in section 2.2, "HUD" means the United States of America acting through the Department of Housing and Urban Development.

which are located in, or owned in substantial part by persons residing in, the area of the project.

"B. The parties to this Agreement will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

"C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

"D. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

"E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.135."

c. The Owner agrees that he will be bound by the above Employment of Project Area Residents and Contractors clause with respect to his own employment practices when he participates in federally assisted work.

2.2 *Equal Employment Opportunity.*[3] a. The Owner shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is to be performed pursuant to this Agreement, the following Equal Opportunity clause:

"EQUAL EMPLOYMENT OPPORTUNITY

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by or at the direction of the Government setting forth the provisions of this Equal Opportunity clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the Equal Opportunity clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

"(7) The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

b. The Owner agrees that he will be bound by the above Equal Opportunity clause with respect to his own employment practices when he participates in federally assisted construction work.

c. The Owner agrees that he will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that he will furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that he will otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

d. The Owner further agrees that he will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

2.3 *Cooperation in Equal Opportunity Compliance Reviews.* The HFA and the Owner shall cooperate with the Government in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and rules and regulations pursuant thereto.

2.4 *Flood Insurance.* If the project is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.5 *Clean Air Act and Federal Water Pollution Control Act.*[4] In compliance with regulations issued by the Environmental Protection Agency ("EPA"), 40 CFR, Part 15, 39 FR 11099, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 1857, *et seq.*, the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, *et seq.*, and Executive Order 11738, the Owner agrees that:

a. Any facility to be utilized in the performance of this Agreement or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to section 15.20 of said regulations;

b. He will promptly notify the HFA of the receipt of any communication from the EPA indicating that a facility to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities;

c. He will comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder; and

d. He will include or cause to be included the provisions of this Section in every nonexempt subcontract, and that he will take such action as the Government may direct as a means of enforcing such provisions.

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[4] Strike this Section if the Contract Rents under the proposed Housing Assistance Payments Contract, over the maximum term of said Contract, are $100,000 or less.

2.6 *Prevailing wage rates.*[5] a. Attached hereto and incorporated herein as Exhibit D is a schedule of minimum rates of wages applicable to this Agreement.

b. All laborers and mechanics employed in the construction of the project shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at the time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor of the United States, which is incorporated herein, regardless of any contractual relationship which may be alleged to exist between the Owner or any subcontractor and such laborers and mechanics; and the wage determination decision and the Department of Labor Wage Rate Information Poster shall be posted by the Owner at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of paragraph c of this Section. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

c. The Owner may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in section 1(b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this Agreement, only when the Secretary of Labor has found, upon the written request of the Owner, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Owner should request the Secretary of Labor to make such findings before the making of the Agreement. In the case of unfunded plans and programs, the Secretary of Labor may require the Owner to set aside in a separate account assets for the meeting of obligations under the plan or program.

d. The Owner shall comply with the Copeland (Anti-Kickback) Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

e. Any class of laborers or mechanics (including apprentices and trainees) which is not listed in the wage determination and which is to be employed under the Agreement shall be classified or reclassified conformably to the wage determination. In the event that agreement cannot be reached on the proper classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question will be referred by HUD to the Secretary of Labor for final determination.

f. Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Owner is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event that agreement cannot be reached upon a cash equivalent of the fringe benefit, the question will be referred by HUD to the Secretary of Labor for final determination.

g. (1) (i) Apprentices will be permitted to work as such only when they are registered individually under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Owner as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subsection (b) immediately following or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Owner will be required to furnish to the other party to this Agreement written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction prior to using any apprentices on the contract work.

(ii) Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and where subsection (c) immediately following is applicable, in accordance with the provisions of paragraph g(2) of this Section.

(iii) On contracts in excess of $10,000 the employment of all laborers and mechanics, including apprentices and trainees, as defined in 29 CFR Section, 5.2(c) shall also be subject to the provisions of paragraph g(2) of this Section. Apprentices and trainees shall be hired in accordance with the provisions of paragraph g(2).

(2) The Owner agrees that:

(i) He will make a diligent effort to hire for the performance of the Agreement a number of apprentices or trainees, or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Agreement the applicable ratio as determined by the Secretary of Labor;

(ii) He will assure that 25 percent of such apprentices or trainees in such occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (A) the availability of training opportunities for first year apprentices, (B) the hazardous nature of the work for beginning workers, (C) excessive unemployment of apprentices in their second and subsequent years of training;

(iii) During the performance of the Agreement he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of (i) and (ii) immediately preceding;

(iv) He will maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen; and he will make these records available for inspection upon request of the Department of Labor and HUD;

(v) If he claims compliance based on the criterion stated in 29 CFR 5a.4(b), he will maintain records of employment, as described in the immediately preceding paragraph, on non-Federal and nonfederally assisted construction work done during the performance of the contract in the same labor market area; and he will make these records available for inspection upon request of the Department of Labor and HUD;

(vi) He will supply one copy of the written notices required in accordance with 29 CFR 5a.4(c) at the request of Government compliance officers, and will supply at three-month intervals during the performance of the Agreement and after completion of Agreement performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to HUD and one to the Secretary of Labor.

2.7 *Submittal of payrolls and related reports.* a. Payrolls and basic records relating thereto shall be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics employed in the construction of the project. Such records shall contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under section 2.6c that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Owner shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

b. The Owner shall submit weekly to the other party to this Agreement such copies and summaries of all his payrolls and those of each of his subcontractors as such other party may require. Each payroll and summary shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance," which is required under this Agreement and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3), and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under Section 2.6c shall satisfy this requirement. The Owner shall make the records required under the labor standards clauses of this Agreement available for inspection by authorized representatives of HUD and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

c. The Owner shall also furnish to the other parties to this Agreement any other information or certifications relating to employees in such form as such other party may request.

[5] As used in sections 2.6 through 2.11, "HUD" means the United States of America acting through the Department of Housing and Urban Development. Strike sections 2.6 through 2.11 if the project involves fewer than nine Contract units.

2.8 *Disputes concerning wage rates and classifications of labor.* a. All disputes concerning prevailing wage rates or classifications arising under this Agreement involving (1) significant sums of money, (2) large groups of employees, or (3) novel or unusual situations shall be promptly reported to HUD for decision or, at the option of HUD, referral to the Secretary of Labor of the United States. The decision of HUD or the Secretary of Labor, as the case may be, shall be final.

b. All questions arising under this Agreement relating to the application or interpretation of the Copeland (Anti-Kickback) Act shall be referred to the Secretary of Labor of the United States for ruling or interpretation, and such ruling or interpretation shall be final.

2.9 *Wage Claims and Adjustments.* In cases of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the Owner (or any of his subcontractors), the Owner shall be required to place an amount in escrow, as determined by HUD, sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked, and the amounts withheld may be disbursed by HUD for and on account of the Owner or the subcontractor to the respective employees to whom they are due.

2.10 *Contract Work Hours and Safety Standards Act—Overtime Compensation.* a. Neither the Owner nor any subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in any such workweek, as the case may be.

b. In the event of any violation of the clause set forth in paragraph a of this Section, the Owner and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Owner and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph a of this Section, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a.

c. The Owner shall deposit in escrow such amounts determined by HUD to be necessary to satisfy any liability of the Owner or any subcontractor for liquidated damages as provided in paragraph b of this Section.

2.11 *Termination; Debarment; Subcontracts.* a. A breach of the provisions of the foregoing sections 2.6, 2.7, 2.8, 2.9, and 2.10 may be grounds for termination of this Agreement and for debarment as provided in 29 CFR 56.

b. The Owner shall insert in any subcontracts sections 2.6 (and with respect to section 2.6g(2), copies of 29 CFR 5a.4, 5a.5, 5a.6 and 5a.7 shall be attached), 2.7, 2.8, 2.9, 2.10, and 2.11a, and also a clause requiring the subcontractors to include these Sections in any lower tier subcontract which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

2.12 *Disputes.* a. Except as otherwise provided herein, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement of the HFA and the Owner may be submitted by either party to the Department of Housing and Urban Development field office director who shall make a decision and shall mail or otherwise furnish a written copy thereof to the Owner and the HFA.

b. The decision of the field office director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, either party mails or otherwise furnishes to the Government a written appeal addressed to the Secretary of Housing and Urban Development. The decision of the Secretary or duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, the appellant shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, both parties shall proceed diligently with the performance of the Agreement and in accordance with the decision of the field office director.

c. This section does not preclude consideration of questions of law in connection with decisions rendered under paragraphs a and b of this Section; Provided, however, that nothing herein shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

2.13 *Interest of Members, Officers, or Employees of HFA, Members of State or local Governing Body, or other Public Officials.* No member, officer, or employee of the HFA, no member of the governing body of the State or locality (city and county) in which the project is situated, and no other public official of such State or locality who exercises any functions or responsibilities with respect to the project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or in any proceeds or benefits arising therefrom. In the case of a project owned by a public housing agency, the foregoing prohibition shall also apply to members of the governing body of the locality (city and county) in which such public housing agency was activated.

2.14 *Interest of Member of or Delegate to Congress.* No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Agreement or to any benefits which may arise therefrom.

2.15 *Nonassignability.* a. The Owner agrees that he has not made and will not make any sale, assignment, or conveyance or transfer in any other form, of this Agreement or the project or any part thereof or any of his interest therein, without the prior consent of the HFA and the Government; Provided, however, that in the case of an assignment as security for the purpose of obtaining financing of the project, the HFA and the Government shall consent in writing if the terms of the financing have been approved by the Government. An assignment by the Owner to a limited partnership of which the Owner is the sole general partner shall not be considered an assignment herein.

b. The Owner agrees that he will not change to a different developer or rehabilitator from the one named in the preamble of this Agreement, except with the prior consent of the HFA and the Government.

c. The Owner agrees that the approved developer or rehabilitator has not made, and will not make, except with the prior consent of the HFA and the Government, any assignment or transfer in any form of the developer's or rehabilitator's contract to construct or rehabilitate the project, or any part thereof, or any of the developer's or rehabilitator's interests therein.

d. The Owner agrees to notify the HFA and the Government promptly of any proposed action covered by paragraph a or b or c of this Section. The Owner further agrees to request the written consent of the HFA and the Government in regard thereto, except in the case of an assignment as security as provided in paragraph a of this Section.

e. For the purpose of this Section, a transfer of stock in the Owner, developer or rehabilitator in whole or in part, by a party holding ten percent or more of the stock of said Owner, developer or rehabilitator or a transfer by more than one stockholder or the owner of 10 percent or more of the stock of said Owner, or any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the parties in control of the Owner, developer or rehabilitator or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of new or additional stock or classification of stock or otherwise, shall be deemed an assignment, conveyance, or transfer with respect to this Agreement, the project or the construction or rehabilitation contract. With respect to this provision, the Owner, and the party signing this Agreement on behalf of said Owner, represent that they have the authority of all of the existing stockholders of the Owner to agree to this provision on behalf of said stockholders and to bind them with respect thereto.

APPENDIX III—HOUSING ASSISTANCE PAYMENTS CONTRACT

PART I

This Housing Assistance Payments Contract ("Contract") is entered into by and between the _____, a housing finance agency ("HFA"), which is a public housing agency as defined in the United States Housing Act of 1937, 42 U.S.C. 1437, *et seq.* ("Act"), at section 1437a(6), and _____ ("Owner"), and approved by the United States of America acting through the Department of Housing and Urban Development ("Government"), pursuant to the Act and the Department of Housing and Urban Development Act, 42 U.S.C. 3531, *et seq.*

The parties hereto agree as follows:

1.1 *Significant Dates and Other Items; Contents of Contract.* a. *Effective Date of Contract.* The effective date of this Contract is _____, 19__. [This date shall be no earlier than the date of approval by the Government.]

b. *Initial Term of Contract.* The initial term of this Contract (see section 1.4a) shall be __ years [not to exceed five years], beginning with the effective date of this Contract and ending _____, 19__.

c. *Number and Length of Optional Additional Terms.* The number and length of optional additional terms (see section 1.4a) shall be _____ terms of __ years each [not to exceed five years each].

d. *Maximum Total Term of Contract.* The maximum total term of this Contract for any unit, including renewals, shall be as specified in section 1.4a.

e. *Fiscal Year.* The ending date of each Fiscal Year (see section 1.4b) shall be _____ [insert March 31, June 30, September 30, or December 31, as determined by the Government].

f. Annual Contributions Contract. The Annual Contributions Contract applicable to this Contract ("ACC") (see Section 1.5a) is the ACC dated _____ with respect to Project No. _____.

g. Maximum Housing Assistance Commitment. The maximum amount of the commitment for housing assistance payments under this Contract (see Section 1.6a) is $_____ per annum. [Enter amount specified in the ACC for housing assistance payments, exclusive of the Financing Cost Contingency.] This amount shall be subject to increase pursuant to section 1.5e(2) or 1.5f(3) of the Agreement or section 1.9e(3) of this Contract, as appropriate.

h. Percent of Units to be Leased to Very Low-Income Families. In the initial renting of the Contract Units, the minimum percentage of those units required to be leased to Very Low-Income Families (see section 1.10c(1)) shall be __ percent.

i. Contents of Contract. This Contract consists of Part I, Part II, and the following exhibits:

Exhibit A: The schedule showing the number of units by size ("Contract Units") and their applicable rents ("Contract Rents");

Exhibit B: The project description;

Exhibit C: The statement of services, maintenance and utilities to be provided by Owner;

Exhibit D: The Affirmative Fair Housing Marketing Plan, if applicable; and

Additional exhibits: [Specify additional exhibits, if any. If none, insert "None."]

This Contract, including said exhibits, comprises the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as contained herein.

1.2 *Owner's warranties*—a. *Legal Capacity.* The Owner warrants that he has the legal right to execute this Contract and to lease dwelling units covered by this Contract.

b. *Completion of Work.* The Owner warrants that the project as described in Exhibit B is in good and tenantable condition and that the project has been completed in accordance with the terms and conditions of the Agreement to Enter into Housing Assistance Payments Contract ("Agreement") or will be completed in accordance with the terms on which the project was accepted. The Owner further warrants that he will remedy any defects or omissions covered by this warranty if called to his attention within 12 months of the effective date of this Contract. The Owner and the HFA agree that the continuation of this Contract shall be subject to the conditions set forth in section 1.4b of the Agreement.

1.3 *Families to be housed; HFA assistance*—a. *Families To Be Housed.* The Contract Units are to be leased by the Owner to eligible Lower-Income Families ("Families") for use and occupancy by such Families solely as private dwellings.

b. *HFA Assistance.* (1) The HFA hereby agrees to make housing assistance payments on behalf of Families for the Contract Units, to enable such Families to lease Decent, Safe, and Sanitary housing pursuant to section 8 of the Act. Such housing assistance payments shall equal the difference between the Contract Rents for units leased by Families and the portion of such rents payable by Families as determined by the Owner in accordance with schedules and criteria established by the Government.

(2) If there is an Allowance for Utilities and Other Services and if such Allowance exceeds the Gross Family Contribution, the Owner shall pay the Family the amount of such excess on behalf of the HFA upon receipt of funds from the HFA for that purpose.

1.4 *Term of Contract; Fiscal year*—a. *Term of Contract.* [Alternative provisions—incorporate alternative 1 or 2 as applicable.]

Alternative 1—General: The initial term of this Contract shall be as stated in Section 1.1b. This Contract may be renewed for the number and length of additional terms stated in section 1.1c, provided that the total Contract term for any unit, including renewals, shall not exceed the following: (1) if a combination of interim and permanent financing is utilized for the project, __ years [insert number equal to the anticipated term of the permanent financing plus a period not to exceed 7 years] or a period terminating on the date of the last payment of principal due on said permanent financing, whichever is less, or (2) if permanent financing alone, rather than a combination of interim and permanent financing, is utilized for the project, __years [insert number equal to the term of the permanent financing plus a period not to exceed 13 months] or a period terminating on the date of the last payment of principal due on said permanent financing, whichever is less. Renewals shall be automatic unless either party notifies the other in writing, no later than 60 days prior to the expiration of the current term, of his desire not to renew, and the other party agrees in writing that there shall be no renewal. If the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the units in each stage; Provided, however, that the total Contract term for the units in all the stages, beginning with the effective date of the Contract with respect to hte first stage, shall not exceed the total Contract term for any unit specified in this paragraph, plus two years.

Alternative 2—For mobile homes project: In the case of mobile homes, the initial term of this Contract for each mobile home shall be as stated in section 1.1b. This Contract may be renewed with respect to any mobile home for the number and length of additional terms as stated in section 1.1c, provided that the total Contract term for any mobile home, including renewals, shall not exceed — years. [Insert number as authorized by the Government pursuant to 24 CFR 883.206.] Renewals shall become effective only if either party gives written notice, with a copy to the Government, no later than 60 days prior to the expiration of the current term, of his desire to renew, and the other party and the Government give their written concurrence and approval, respectively, before the expiration of the current term. If the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the mobile homes in each stage; Provided, however, that the total Contract term for the mobile homes in all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term stated in Section 1.1d, plus two years. For purposes of this paragraph a, the term "mobile home" means the original mobile home and any replacement(s), combined.

Alternative 3—For Certain Substantial Rehabilitation Projects: For a Substantial Rehabilitation project, where the relative cost of the rehabilitation is less than 15 percent of the value of the project after completion of the rehabilitation, the Contract shall be for one term of not more than five years for any dwelling unit. If the project is completed in stages, this term shall be separately related to the units in each stage; provided, however, that the total Contract term for the unit in all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed said Contract term, plus two years.

b. *Fiscal year.* The Fiscal Year for the project shall be the 12-month period ending on the date stated in Section 1.1e; Provided, however, that the first Fiscal Year for the project shall be the period beginning with the effective date of the Contract and ending on the last day of said established Fiscal Year which is not less than 12 months after such effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual housing assistance payment in Section 1.6a may be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

1.5 *Annual Contributions Contract*—a. *Identification of Annual Contributions Contract.* The HFA has entered into an Annual Contributions Contract with the Government, as identified in Section 1.1f, under which the Government will provide financial assistance to the HFA pursuant to section 8 of the Act for the purpose of making housing assistance payments. A copy of the ACC shall be provided upon request.

b. *HFA Pledge of ACC Payments.* The HFA hereby pledges to the payment of housing assistance payments pursuant to this Contract the annual contributions payable under the ACC for such housing assistance payments. The HFA shall not, without the consent of the Owner, amend or modify the ACC in any manner which would reduce the amount of such annual contributions, except as authorized in the ACC and this Contract.

c. *Government Approval of Housing Assistance Payments Contract.* The approval of this Contract by the Government signifies that the Government has executed the ACC and that the ACC has been properly authorized; that the faith of the United States is solemnly pledged to the payment of annual contributions pursuant to said ACC; and that funds have been obligated by the Government for such payments to assist the HFA in the performance of its obligations under the Contract.

1.6 *Maximum Housing Assistance Commitment; Project Account*—a. *Maximum Housing Assistance Commitment.* Notwithstanding any other provisions of this Contract (other than paragraph b of this Section) or any provisions of any other contract between the HFA and the Owner, the HFA shall not be obligated to make and shall not make any housing assistance payments under this Contract in excess of the amount per annum stated in section 1.1g; Provided, however, that this amount shall be reduced commensurately with any reduction in the number of Contract Units or in the Contract Rents or pursuant to any other provision of the ACC or this Contract (except reductions in Contract Rents pursuant to section 1.9e (1)).

b. *Project Account.* As provided in the ACC, in order to assure that housing assistance payments will be increased on a timely basis to cover increases in Contract Rents or decreases in Family Incomes:

(1) A Project Account shall be established and maintained, in an amount as determined by the Government consistent with its responsibilities under section 8(c)(6) of the Act, out of amounts by which the Maximum ACC Commitment per year (exclusive of any Financing Cost Contingency) exceeds amounts paid under the ACC for any Fiscal Year. This account shall be established and maintained by the Government as a specifically identified and segregated account. To the extent funds are available in said account, the maximum total annual housing assistance payments for any Fiscal Year may exceed the maximum amount stated in paragraph a of this Section to cover increases in

Contract Rents or decreases in Family Incomes (see section 1.9). Any amount remaining in said account after payment of the last housing assistance payment with respect to the project shall be applied by the Government in accordance with law.

(2) Whenever the Government approved estimate of the required Annual Contribution exceeds the Maximum ACC Commitment then in effect (exclusive of any Financing Cost Contingency), and would cause the amount in the Project Account to be less than an amount equal to 40 percent of such Maximum ACC Commitment, the Government shall, within a reasonable period of time, take such additional steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance, including (as provided in that section of the Act) "the reservation of annual contributions authority for the purpose of amending housing assistance contracts or the allocation of a portion of new authorizations for the purpose of amending housing assistance contracts."

1.7 *Housing Assistance Payments to Owners*—a. *General.* (1) Housing assistance payments shall be paid to the Owner for units under lease by Families in accordance with the Contract. The housing assistance payment will cover the difference between the Contract Rent and that portion of said rent payable by the Family as determined in accordance with the Government-established schedules and criteria.

(2) The amount of housing assistance payment payable on behalf of a Family and the amount of rent payable by such Family shall be subject to change by reason of changes in Family Income, Family composition, or extent of exceptional medical or other unusual expenses in accordance with the Government-established schedules and criteria; or by reason of adjustment by the HFA of any applicable Allowance for Utilities and Other Services. Any such change shall be effective as of the date stated in a notification of such change to the Family.

b. *Vacancies During Rent-up.* If a Contract Unit is not leased as of the effective date of the Contract, the Owner shall be entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the unit for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner (1) commenced marketing and otherwise complied with section 1.3b of the Agreement, (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on his waiting list, if any, requesting the HFA and other appropriate sources to refer eligible applicants, and advertising the availability of the unit, and (3) has not rejected any eligible applicant, except for good cause acceptable to the HFA.

c. *Vacancies After Rent-up.* (1) If a Family vacates its unit (other than as a result of action by the Owner which is in violation of the Lease or the Contract or any applicable law), the Owner shall receive housing assistance payments in the amount of 80 percent of the Contract Rent for a vacancy period not exceeding 60 days; Provided, however, that if the Owner collects any of the Family's share of the rent for this period in an amount which, when added to the 80 percent payments, results in more than the Contract Rent, such excess shall be payable to the Government or as the Government may direct. (See also Section 1.10b.) The Owner shall not be entitled to any payment under this subparagraph unless he: (i) immediately upon learning of the vacancy, has notified the HFA of the vacancy or prospective vacancy and the reasons for the vacancy, and (ii) has taken and continues to take the actions specified in paragraphs b(2) and b(3) of this Section.

(2) If the Owner evicts a Family, he shall not be entitled to any payment under paragraph c(1) of this Section unless the request for such payment is supported by a certification that (i) he gave such Family a written notice of the proposed eviction, stating the grounds and advising the Family that it had 10 days within which to present its objections to the Owner in writing or in person and (ii) the proposed eviction was not in violation of the Lease or the Contract or any applicable law.

d. *Limitation on Payments for Vacant Units.* The Owner shall not be entitled to housing assistance payments with respect to vacant units under this Section to the extent he is entitled to payments from other sources (e.g., payments for losses of rental income incurred for holding units vacant for relocatees pursuant to Title I of the Housing and Community Development Act of 1974 or payments under Section 1.10b of this Contract).

e. *HFA Not Obligated for Family Rent.* The HFA has not assumed any obligation for the amount of rent payable by any Family or the satisfaction of any claim by the Owner against any Family other than in accordance with Section 1.10b of this Contract.

f. *Owner's Monthly Requests for Payments.* (1) The Owner shall submit monthly requests to the HFA or as directed by the HFA for housing assistance payments. Each such request shall set forth: (i) the name of each Family and the address and/or number of the unit leased by the Family; (ii) the address and/or the number of units, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth in Exhibit A for each unit for which the Owner is claiming payments; (iv) the amount of rent payable by the Family leasing the unit (or, where appropriate, the amount to be paid the Family in accordance with Section 1.3b(2)); and (v) the total amount of housing assistance payments requested by the Owner.

(2) Each of the Owner's monthly requests shall contain a certification by him that to the best of his knowledge and belief (i) the dwelling unit is in Decent, Safe, and Sanitary condition, (ii) all the other facts and data on which the request for funds is based are true and correct, (iii) the amount requested has been calculated in accordance with the provisions of this Contract and is payable under the Contract, and (iv) none of the amount claimed has been previously claimed or paid.

(3) If the Owner has received an excessive payment, the HFA or the Government, in addition to any other rights to recovery, may deduct the amount from any subsequent payment or payments.

(4) The Owner's monthly requests for housing assistance payments shall be made subject to penalty under 18 U.S.C. 1001, which provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

g. *Recoupment of Savings in Financing Cost.* (1) In the event that the interim financing is used and is continued beyond one year from the effective date of the Contract and the interest cost of the interim financing for any period of three months, after such first year, is less than the anticipated debt service under the permanent financing on which the Contract Rents were based, an amount reflecting the savings in financing cost, computed in accordance with paragraph g(2) of this Section, shall be credited by the Government to the Project Account, and withheld from housing assistance payments to the Owner. If during the course of the same year there is any period of three months in which the financing cost is greater than the anticipated debt service under the permanent financing, an adjustment shall be made so that only the net amount of savings in financing cost for the year is credited by the Government to the Project Account and withheld by the HFA from the Owner as aforesaid (no increased payments shall be made to the Owner on account of any net excess for the year of actual interim financing cost over the anticipated debt service under the permanent financing). Nothing in this paragraph g shall be construed as requiring a reduction in the Contract Rents or precluding adjustments of Contract Rents in accordance with section 1.9.

(2) The computation and recoupment under this paragraph (g) may be made on an annual or on a quarterly or other periodic basis, but in any event no later than as of the end of each Fiscal Year; Provided, however, that if recoupment is to be made less often than quarterly, the amounts of recoupment shall be computed on at least a quarterly basis and the funds deposited in a special account from which withdrawals may be made only with the authorization of the HFA. The manner of computing the amount of recoupment shall be as follows:

(i) Determine the amount by which the interest cost for the interim financing for the period in question is less than the anticipated debt service under the permanent financing on which the Contract Rents were based;

(ii) Determine what percentage the amount found under paragraph g(2)(i) of this section is of the aggregate Contract Rents for all contract Units for the period in question;

(iii) Apply the percentage found in paragraph g(2)(ii) of this section to the aggregate Contract Rents for those Contract Units which are included in the Owner's claim(s) for housing assistance payments for the period in question; and

(iv) The amount found in paragraph g(2)(iii) of this section shall be credited to the Project Account and withheld from the next housing assistance payment or payments to the Owner.

1.8 *Maintenance, operation and inspection*—a. *Maintenance and Operation.* The Owner agrees (1) to maintain and operate the Contract Units and related facilities so as to provide Decent, Safe, and Sanitary housing, and (2) to provide all the services, maintenance and utilities set forth in Exhibit C. If the HFA determines that the Owner is not meeting any of these obligations, the HFA shall have the right, in addition to its other rights and remedies under this Contract, to abate housing assistance payments in whole or in part.

b. *Inspections Prior to Occupancy.* (1) Prior to occupancy of any unit by a Family, the Owner and the Family shall inspect the unit and both shall certify, on forms prescribed by the Government, that they have inspected the unit and have determined it to be Decent, Safe, and Sanitary in accordance with the criteria provided in the prescribed forms. Copies of these reports shall be kept on file by the Owner for at least three years.

(2) The HFA shall inspect or cause to be inspected each Contract Unit and related facilities at least annually and at such other times (including prior to initial occupancy and rerenting of any unit) as may be necessary to assure that the Owner is meeting

his obligation to maintain the units in Decent, Safe, and Sanitary condition and to provide the agreed upon utilities and other services. The HFA shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.

c. *Units Not Decent, Safe, and Sanitary.* If the HFA notifies the Owner that he has failed to maintain a dwelling unit in Decent, Safe, and Sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, the HFA may exercise any of its rights or remedies under the Contract, including abatement of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance and the HFA does not have other section 8 funds for such purposes, the HFA may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. Where this is done, the Owner shall be notified that he will be entitled to resumption of housing assistance payments for the vacated dwelling unit if (1) the unit is restored to Decent, Safe, and Sanitary condition, (2) the Family is willing to and does move back into the restored unit, and (3) a deduction is made for the expenses incurred by the Family for both moves.

d. *Notification of Abatement.* Any abatement of housing assistance payments shall be effective as provided in written notification to the Owner. The HFA shall promptly notify the Family of any such abatement.

e. *Overcrowded and Underoccupied Units.* If the HFA determines that a Contract Unit is not Decent, Safe, and Sanitary by reason of increase in Family Size, or that a Contract Unit is larger than appropriate for the size of the Family in occupancy, housing assistance payments with respect to such unit will not be abated, unless the Owner fails to offer the Family a suitable unit as soon as one becomes vacant and ready for occupancy. In the case of an overcrowded unit, if the Owner does not have any suitable units or if no vacancy of a suitable unit occurs within a reasonable time, the HFA will assist the Family in finding a suitable dwelling unit and require the Family to move to such a unit as soon as possible. The Owner may receive housing assistance payments for the vacated unit if he complies with the requirements of section 1.7c(1).

1.9 *Rent adjustments*—a. *Funding of Adjustments.* Housing assistance payments will be made in increased amounts commensurate with Contract Rent adjustments under this Section up to the maximum amount authorized under Section 1.6 of this Contract.

b. *Automatic Annual Adjustments.* (1) Automatic Annual Adjustment Factors will be determined by the Government at least annually; interim revisions may be made as market conditions warrant. Such Factors and the basis for their determination will be published in the Federal Register. These published Factors will be reduced appropriately by the Government where utilities are paid directly by the Families.

(2) On each anniversary date of the Contract, the Contract Rents shall be adjusted by applying the applicable Automatic Annual Adjustment Factor most recently published by the Government. Contract Rents may be adjusted upward or downward, as may be appropriate; however, in no case shall the adjusted Contract Rents be less than the Contract Rents on the effective date of the Contract.

c. *Special Additional Adjustments.* Special additional adjustments may be granted, when approved by the Government, to reflect increases in the actual and necessary expenses of owning and maintaining the Contract Units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs (i.e., assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner or the HFA clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by automatic annual adjustments. The Owner or the HFA shall submit to the Government financial statements which clearly support the increase.

d. *Overall Limitation.* Notwithstanding any other provisions of this Contract, adjustments as provided in this Section shall not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by the HFA (and approved by the Government, in the case of adjustments under paragraph c of this Section).

e. *Adjustment to Reflect Actual Cost of Permanent Financing.* This paragraph e shall apply if the project is not permanently financed until after the effective date of the Contract. After the project is permanently financed, the HFA shall submit a certification to the Government as to the actual financing terms and the following provisions shall apply:

(1) If the actual debt service under the permanent financing is lower than the anticipated debt service on which the Contract Rents were based, the Contract Rents currently in effect shall be reduced commensurately, and the amount of the savings shall be credited to the Project Account. The Maximum ACC Commitment shall not be reduced except by the amount of the contingency, if any, which was included for possible increases under paragraph e(2) of this Section.

(2) If the actual debt service under the permanent financing is higher than the anticipated debt service on which the Contract Rents were based, and the HFA is using its set-aside for the project, the Contract Rents currently in effect shall be increased commensurately, not to exceed the limitations in this paragraph e(2) and the amount of the Financing Cost Contingency in the ACC, if the projected borrowing rate (net interest cost) was not less than the average net interest cost for the preceding quarter (at the time the projection was submitted to the Government) of the "20 Bond Index" published weekly in the *Bond Buyer*, plus 50 basis points. An adjustment under this paragraph e(2) shall not be more than is necessary to reflect an increase in debt service (based upon the original projected capital cost and the actual term of the permanent financing for the project) resulting from an increase in interest rate of not more than:

(i) One and one-half percent if the projected spread as submitted to the Government was three-fourths of one percent or less, or

(ii) One percent if such projected spread was more than three-fourths of one percent but not more than one percent, or

(iii) One-half of one percent if such projected spread was more than one percent.

(3) After Contract Rents have been adjusted in accordance with paragraph e(1) or e(2) of this section, the maximum amount of the ACC commitment shall be reduced by the amount of any unused portion of the Financing Cost Contingency, and such portion shall be reallocated to the then current set-aside of the HFA, if any. At the same time, if the Contract Rents have been increased in accordance with paragraph e(2) of this section, the maximum Contract amount specified in section 1.1g shall be increased commensurately.

f. *Incorporation of Rent Adjustment.* Any adjustment in Contract Rents shall be incorporated into Exhibit A by a dated addendum to the exhibit establishing the effective date of the adjustment.

1.10 *Marketing and Leasing of Units*—a. *Compliance with Equal Opportunity.* Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's Government-approved Affirmative Fair Housing Marketing Plan, shown as Exhibit D, and with all regulations relating to fair housing advertising.

b. *Security and Utility Deposits.* (1) The Owner may require Families to pay a security deposit in an amount equal to one month's Gross Family Contribution. If a Family vacates its unit, the Owner, subject to State and local law, may utilize the deposit as reimbursement for any unpaid rent or other amount owed under the Lease. If the Family has provided a security deposit, and it is insufficient for such reimbursement, the Owner may claim reimbursement from the HFA, not to exceed an amount equal to the remainder of one month's Contract Rent. Any reimbursement under this Section shall be applied first toward any unpaid rent. If a Family vacates its unit owing no rent or other amount under the Lease, or if the amount owned is less than the amount of the security deposit, the Owner shall refund the full amount or the unused balance, as the case may be, to the Family.

(2) In those jurisdictions where interest is payable by the Owner on security deposits, the refunded amount shall include the amount of interest payable. All security deposit funds shall be deposited by the Owner in a segregated bank account, and the balance of this account, at all times, shall be equal to the total amount collected from tenants then in occupancy, plus any accrued interest. The Owner shall comply with all State and local laws regarding interest payments on security deposits.

(3) Families shall be expected to obtain the funds to pay security and utility deposits, if required, from their own resources and/or other private or public sources.

c. *Eligibility, Selection and Admission of Families.* (1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, and computation of the amount of housing assistance payments on behalf of each selected Family in accordance with schedules and criteria established by the Government. In the initial renting of the Contract Units, the Owner shall lease at least that percentage of those units which is stated in Section 1.1h to Very Low-Income Families (determined in accordance with the Government-established schedules and criteria) and shall thereafter exercise his best efforts to maintain at least that percentage of occupancy of the Contract Units by Very Low-Income Families as determined in accordance with such schedules and criteria.

(2) The Lease entered into between the Owner and each selected Family shall be on the form of Lease approved by the Government.

(3) The Owner shall make a reexamination of Family Income, composition, and the extent of medical or other unusual expenses incurred by the Family, at least annually (except that such reviews may be made at intervals of no longer than two years in the case of elderly Families), and appropriate redeterminations shall be made by the Owner of the amount of Family contribution and the amount of housing assistance payment, all in accordance with schedules and criteria established by the Government. In connection with the reexamination, the Owner shall

determine what percentage of Families in occupancy are Very Low-Income Families. If there are fewer than the agreed to percentage of Very Low-Income Families in occupancy, the Owner shall report the fact to the HFA and shall adopt changes in his admission policies to achieve, as soon as possible, at least the agreed to percentage of occupancy by such Families.

d. *Rent Redetermination after Adjustment in Allowance for Utilities and Other Services.* In the event that the Owner is notified of an HFA determination making an adjustment in the Allowance for Utilities and Other Services applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of rent to be paid by the affected Families and the amount of housing assistance payments.

e. *Processing of Applications and Complaints.* The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable HFA or Government requirements and shall maintain records and furnish such copies or other information as may be required by the HFA or the Government.

f. *Review; Incorrect Payments.* In making housing assistance payments to Owners, the HFA or the Government will review the Owner's determinations under this Section. If as a result of this review, or other reviews, audits or information received by the HFA or the Government at any time, it is determined that the Owner has received improper or excessive housing assistance payments, the HFA or the Government shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery thereof.

1.11 *Termination of Tenancy.* The Owner shall be responsible for termination of tenancies, including evictions. However, conditions for payment of housing assistance payments for any resulting vacancies shall be as set forth in Section 1.7c.

1.12 *Reduction of Number of Contract Units for failure to lease to Eligible Families—a. After First Year of Contract.* If at any time, beginning six months after the effective date of this Contract, the Owner fails for a continuous period of six months to have at least 80 percent of the Contract Units leased or available for leasing by Families, the HFA, with Government approval, may on 30 days notice reduce the number of Contract Units to not less than the number of units under lease or available for leasing by Families, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.

b. *At End of Initial and Each Renewal Term.* At the end of the initial term of the Contract and of each renewal term, the HFA, with Government approval, may, by notice to the Owner reduce the number of Contract Units to not less than (1) the number of units under lease or available for leasing by Families at that time or (2) the average number of units so leased or available for leasing during the last year, whichever is the greater, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.

(c) *Restoration of Units.* The Government will agree to an amendment of the ACC to provide for subsequent restoration of any reduction made pursuant to paragraphs a or b of this Section if the Government determines that the restoration is justified as a result of changes in demand and in the light of the Owner's record of compliance with his obligations under the Contract and if annual contributions contract authority is available; and the Government will take such steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance (see Section 1.6).

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

Date: _____
Date: _____

Approved: United States of America Secretary of Housing and Urban Development.

By _____
_____
(*Official Title*)
Date: _____, 19__

Owner _____
By _____
(*Official Title*)
Date: _____, 19__
HFA _____
By _____
(*Official Title*)
Date: _____, 19__

[If the project is to be completed and accepted in stages, execution of the Contract with respect to the several stages appears on the following pages of this Contract.]

EXECUTION OF CONTRACT WITH RESPECT TO CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES—STAGE 1

This Contract is hereby executed with respect to the units described in Exhibit A-2.

Effective date. The effective date of this Contract with respect to the units described in Exhibit A-2 is _____, 19__. [Insert date which shall be no earlier than the date of approval by the Government.]

Approved: United States of America Secretary of Housing and Urban Development.

By _____
_____
(*Official Title*)
Date: _____, 19__

Owner _____
By _____
(*Official Title*)
Date: _____, 19__
HFA _____
By _____
(*Official Title*)
Date: _____, 19__

EXECUTION OF CONTRACT WITH RESPECT TO CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES—STAGE 2

This Contract is hereby executed with respect to the units described in Exhibit A-2.

Effective date. The effective date of this Contract with respect to the units described in Exhibit A-2 is _____, 19__. [Insert date which shall be no earlier than the date of approval by the Government.]

Approved: United States of America Secretary of Housing and Urban Development.

By _____
_____
(*Official Title*)
Date: _____, 19__

Owner _____
By _____
(*Official Title*)
Date: _____, 19__
HFA _____
By _____
(*Official Title*)
Date: _____, 19__

EXECUTION OF CONTRACT WITH RESPECT TO CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES—STAGE 3

This Contract is hereby executed with respect to the units described in Exhibit A-3.

Effective date. The effective date of this Contract with respect to the units described in Exhibit A-3 is _____, 19__. [Insert date which shall be no earlier than the date of approval by the Government.]

Approved: United States of America Secretary of Housing and Urban Development.

By _____
_____
(*Official Title*)
Date: _____, 19__

Owner _____
By _____
(*Official Title*)
Date: _____, 19__
HFA _____
By _____
(*Official Title*)
Date: _____, 19__

PART II

2.1 *Nondiscrimination in housing.* a. The Owner shall not in the selection of Families, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, or national origin. No person shall be *automatically* excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program because of membership in a class such as unmarried mothers, recipients of public assistance, etc.

b. The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any rules and regulations pursuant thereto.

c. The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, Public Law 88-352, 78 Stat. 241; the regulations of the Department of Housing and Urban Development issued thereunder, 24 CFR, Subtitle A, Part 1, section 1.1, *et seq.*; the requirements of said Department pursuant to said regulations; and Executive Order 11063 to the end that, in accordance with that Act, the regulations and requirements of said Department thereunder, and said Executive Order, no person in the United States shall, on the grounds of race, color, creed, religion or national origin, be excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program, or be otherwise subjected to discrimination. This provision is included pursuant to the regulations of the

Department of Housing and Urban Development, 24 CFR, Subtitle A, Part 1, section 1.1, *et seq.;* issued under Title VI of the said Civil Rights Act of 1964, and the requirements of said Department pursuant to said regulations; and the obligation of the Owner to comply therewith inures to the benefit of the Government, the said Department, and the HFA any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to compel compliance therewith by the Owner.

2.2 *Training, employment, and contracting opportunities for businesses and Lower-Income Persons.*[1] a. The project assisted under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

b. Notwithstanding any other provision of this Contract, the Owner shall carry out the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135 (published in 38 FR 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this Contract. The requirements of said regulations include, but are not liimted to, development and implementation of an affirmative action plan for utilizing business concerns located within, or owned in substantial part by persons residing in, the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by section 3; and incorporation of the "section 3 clause" specified by § 135.20(b) of the regulations and paragraph d of this Section in all contracts for work in connection with the project. The Owner certifies and agrees that he is under no contractual or other disability which would prevent him from complying with these requirements.

c. Compliance with the provisions of section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, his successors and assigns. Failure to fulfill these requirements shall subject the Owner, his contractors and subcontractors, his successors, and assigns to the sanction specified by this Contract and to such sanctions as are specified by 24 CFR, Section 135.135.

d. The Owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Contract in excess of $50,000 cost, the following clause:

"EMPLOYMENT OF PROJECT AREA RESIDENTS AND CONTRACTORS

"A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

"B. The parties to this Contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

"C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

"D. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

"E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.135."

e. The Owner agrees that he will be bound by the above Employment of Project Area Residents and Contractors clause with respect to his own employment practices when he participates in federally assisted work.

2.3 *Cooperation in Equal Opportunity Compliance Reviews.* The HFA and the Owner shall cooperate with the Government in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and rules and regulations pursuant thereto.

2.4 *Flood insurance.* If the project is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.5 *Clean Air Act and Federal Water Pollution Control Act.*[2] In compliance with regulations issued by the Environmental Protection Agency ("EPA"), 40 CFR, Part 15, 39 FR 11099, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 1857, *et seq.*, the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, *et seq.*, and Executive Order 11738, the Owner agrees that:

a. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to section 15.20 of said regulations;

b. He will promptly notify the HFA of the receipt of any communication from the EPA indicating that a facility to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities;

c. He will comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder; and

d. He will include or cause to be included the provisions of this Section in every nonexempt subcontract, and that he will take such action as the Government may direct as a means of enforcing such provisions.

2.6 *HFA and Government access to Premises and Owner's Records.* a. The Owner shall furnish such information and reports pertinent to the Contract as reasonably may be required from time to time by the HFA or the Government.

b. The Owner shall permit the HFA or the Government or any of their duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to the monthly requests for housing assistance payments.

2.7 *Failure or inability of HFA to comply with Contract.* The following provisions of the ACC are hereby made a part of this Contract:

"(a) *Rights of Owner if HFA Defaults.* (1) In the event of failure of the HFA to comply with the Contract with the Owner, or if such Contract is held to be void, voidable or ultra vires, or if the power or right of the HFA to enter into such Contract is drawn into question in any legal proceeding, or if the HFA asserts or claims that such Contract is not binding upon the HFA for any such reason, the Government may, after notice to the HFA giving it a reasonable opportunity to take corrective action, determine that the occurrence of any such event constitutes a Substantial Default hereunder. Where the Government so determines, it may assume the HFA's rights and obligations under such Contract, and the Government shall, for the duration of such Contract, continue to pay Annual Contributions for the purpose of making housing assistance payments with

[1] Strike this section if the Contract Rents on the effective date of this Contract, over the maximum term of this Contract, are $500,000 or less.

[2] Strike this Section if the Contract Rents on the effective date of this Contract, over the maximum total term of this Contract, are $100,000 or less.

respect to dwelling units under such Contract, shall perform the obligations and enforce the rights of the HFA, and shall exercise such other powers as the Government may have to cure the Default.

"(2) All rights and obligations of the HFA assumed by the Government pursuant to this section 2.16(a) will be returned as constituted at the time of such return (i) when the Government is satisfied that all defaults have been cured and that the Project will thereafter be administered in accordance with all applicable requirements, or (ii) when the Housing Assistance Payments Contract is at an end, whichever occurs sooner.

"(3) The provisions of this section 2.16(a) are made with, and for the benefit of, the Owner or his assignees who will have been specifically approved by the Government prior to such assignment. If the Owner and the assignees are not in default, they may, in order to enforce the performance of these provisions, (i) demand that the Government, after notice to the HFA giving it a reasonable opportunity to take corrective action, make a determination whether a Substantial Default exists under paragraph (a)(1) of this section, (ii) if the Government determines that a Substantial Default exists, demand that the Government take the actions authorized in paragraph (a)(1) to carry out the obligations of the HFA to the Owner, and (iii) proceed against the Government by suit at law or in equity."

2.8 *Rights of HFA and Government if owner defaults.* a. A default by the Owner under this Contract shall result if:

(1) The Owner has violated or failed to comply with any provision of, or obligation under, this Contract or of any Lease; or

(2) The Owner has asserted or demonstrated an intention not to perform some or all of his obligations under this Contract or under any Lease.

b. Upon a determination by the HFA that a default has occurred, the HFA shall notify the Owner, with a copy to the Government, of (1) the nature of the default, (2) the actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner to cure the default, and, where appropriate, abatement of housing assistance payments in whole or in part and recovery of overpayments), and (3) the time within which the Owner shall respond with a showing that he has taken all the actions required of him. If the Owner fails to respond or take action to the satisfaction of the HFA and the Government, the HFA shall have the right to terminate this Contract in whole or in part or to take other corrective action to achieve compliance, in its discretion or as directed by the Government.

c. Notwithstanding any other provisions of this Contract, in the event the Government determines that the Owner is in default of his obligations under the Contract, the Government shall have the right, after notice to the Owner and the HFA giving them a reasonable opportunity to take corrective action, to abate or terminate housing assistance payments and recover overpayments in accordance with the terms of the Contract. In the event the Government takes any action under this Section, the Owner and the HFA hereby expressly agree to recognize the rights of the Government to the same extent as if the action were taken by the HFA. The Government shall not have the right to terminate the Contract except by proceeding in accordance with Section 2.16(b) of the ACC.

2.9 *Remedies not exclusive and non-waiver of remedies.* The availability of any remedy under this Contract or the ACC shall not preclude the exercise of any other remedy under this Contract or the ACC or under any provisions of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

2.10 *Disputes.* a. Except as otherwise provided herein, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement of the HFA and the Owner may be submitted by either party to the Department of Housing and Urban Development field office director who shall make a decision and shall mail or otherwise furnish a written copy thereof to the Owner and the HFA.

b. The decision of the field office director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, either party mails or otherwise furnishes to the Government a written appeal addressed to the Secretary of Housing and Urban Development. The decision of the Secretary or duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, the appellant shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, both parties shall proceed diligently with the performance of the Contract and in accordance with the decision of the field office director.

c. This Section does not preclude consideration of questions of law in connection with the decisions rendered under paragraphs a and b of this Section; Provided, however, that nothing herein shall be construed as making final the decision of any administrative official, representative, or board, on a question of law.

2.11 *Interest of Members, Officers, or Employees of HFA, Members of Local Governing Body or Other Public Officials.* No member, officer, or employee of the HFA, no member of the governing body of the State or locality (city and county) in which the project is situated, and no other public official of such State or locality who exercises any functions or responsibilities with respect to the project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or in any proceeds or any benefits arising threfrom. In the case of a project owned by a public housing agency, the foregoing prohibition shall also apply to members of the governing body of the locality (city and county) in which such public housing agency was activated.

2.12 *Interest of Member of or Delegate to Congress.* No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

2.13 *Assignment, sale, or foreclosure.* a. The Owner agrees that he has not made and will not make any sale, assignment, or conveyance or transfer in any other form, of this Contract or the project or any part thereof or any of his interest therein, without the prior consent of the HFA and the Government; Provided, however, that in the case of an assignment as security for the purpose of obtaining financing of the project, the HFA and the Government shall consent in writing if the terms of the financing have been approved by the Government. An assignment by the Owner to a limited partnership of which the Owner is the sole general partner shall not be considered an assignment herein.

b. The Owner agrees to notify the HFA and the Government promptly of any proposed action covered by paragraph a of this Section. The Owner further agrees to request the written consent of the HFA and the Government in regard thereto, except in the case of an assignment as security as provided in paragraph a of this Section.

c. For the purpose of this section, a transfer of stock in the Owner in whole or in part, by a party holding ten percent or more of the stock of said Owner, or a transfer by more than one stockholder or the Owner of ten percent or more of the stock of said Owner, or any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the parties in control of the Owner or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of new or additional stock or classification of stock or otherwise, shall be deemed an assignment, conveyance, or transfer with respect to this Contract or the project. With respect to this provision, the Owner and the party signing this Contract on behalf of said Owner, represent that they have the authority of all of the existing stockholders of the Owner to agree to this provision on behalf of said stockholders and to bind them with respect thereto.

d. In the event of foreclosure, or assignment or sale to the HFA (or mortgagee if the HFA is not the mortgagee) in lieu of foreclosure, or in the event of assignment or sale agreed to by the HFA (or mortgagee if the HFA is not the mortgagee) and approved by the Government which approval shall not be unreasonably delayed or withheld), housing assistance payments shall continue in accordance with the terms of the Contract.

DAVID M. DEWILDE,
Acting Assistant
Secretary-Commissioner.

[FR Doc.75-9731 Filed 4-14-75;8:45 am]

federal register

TUESDAY, APRIL 15, 1975

WASHINGTON, D.C.

Volume 40 ■ Number 73

PART III

FEDERAL COMMUNICATIONS COMMISSION

■

BROADCAST STATION LICENSE RENEWAL APPLICATION FORM

Proposed Revision of Form 303

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Part 1]

[Docket No. 20419; FCC 75-375; 30977]

BROADCAST STATION LICENSE RENEWAL APPLICATION FORM

Proposed Revision

In the matter of revision of FCC Form 303, application for renewal of broadcast station license, and certain rules relating thereto; Docket No. 80419; FCC 75-375; 30977.

1. Notice of inquiry and proposed rulemaking is hereby given in the above-captioned matter, relating to changes in the forms to be filed by applicants for renewal of licenses for commercial broadcast stations.

2. At present, applicants seeking renewal of their licenses for commercial broadcast stations file FCC Form 303—Application For Renewal Of Broadcast Station License. Except for recent revisions in section IV–B, Statement of TV Program Service, the remainder of FCC Form 303 has not been revisited since the mid-1960's. Experience with the form since that time has shown that it is not always productive of the information needed by the Commission to make the public interest determination required by section 307(d) of the Communications Act of 1934, as amended, 47 U.S.C. 307 (d). We believe, therefore, that several questions which yield information of marginal utility can be deleted entirely, and that other questions can be reapproached and, with slight revision, be made to produce only that information needed by the Commission to make its section 307(d) determination.

3. Accordingly, in this proceeding we proposed to revise FCC Form 303, particularly as it applies to commercial radio broadcast stations. Because of the pronounced differences between aural and visual broadcasting, we believe separate forms for radio stations on the one hand and TV stations on the other are desirable. We propose, therefore, the adoption of FCC Form 303–R, entitled "Application For Renewal Of License For Commercial Radio Broadcast Station."

4. A copy of proposed FCC Form 303–R is attached as Appendix A.[1] For comparison purposes, a copy of existing FCC Form 303 is attached as Appendix B.

5. Before proceeding to a summary of the questions set forth in FCC Form 303–R, as proposed, it should be pointed out that the Commission must obtain certain information from applicants seeking renewal of their broadcast licenses to discharge its statutory responsibilities. It is clear, however, that the Commission should solicit only that information which is reasonably related to the question whether station operation has been (and thus, will continue to be) in the public interest. Therefore, in requesting information from renewal applicants, the Commission must not only weigh its public interest value but, also, the burden imposed on applicants in gathering and supplying the requested information. With these considerations in mind, we have attempted to develop a shorter form for radio renewal applicants. The proposed form, we believe, will ease the burden on such applicants, improve our information base, and expedite our renewal process. In short, we make these proposals in the belief that they will reduce the complex renewal scheme which has developed over the years and, at the same time, provide us with the information needed to discharge our statutory obligation. We also recognize, of course, that further improvements may be possible. Accordingly, in this notice we specifically invite comments on any other alternatives which may be available.

6. With regard to FCC Form 303–R, as proposed, it will be observed at the outset that the instructions thereto have been omitted. The instructions, which will remain substantially unaltered from those set forth in existing FCC Form 303, will be presented in a pamphlet similar in format to that utilized by the Department of Treasury, Internal Revenue Service. As visualized, this pamphlet will be divided into three parts. Part I will contain a summary of pertinent filing and operating requirements applicable to commercial AM and FM stations. Part II, in addition to containing four copies of proposed FCC Form 303–R, will consist of a question by question guide on how to prepare the proposed form. Part III will consist of pertinent Commission publications (e.g., Primer on Ascertainment of Community Problems by Broadcast Renewal Applicants, the 1960 Programming Policy Statement, etc.). A brief outline of the instruction pamphlet, as now visualized, is included as part of Appendix A and comments are invited on other topics which could be included in the instruction pamphlet. (A similar instruction pamphlet may also be developed for television renewal applicants.)

7. FCC Form 303, as it relates to radio, consists of six sections and 61 questions. Proposed FCC Form 303–R, by comparison, also consists of six parts, namely: Part I, *General Information;* Part II, *Financial;* Part III, *Legal;* Part IV, *Engineering;* Part V, *Programming;* and Part VI, *Equal Employment Opportunity.* Proposed FCC Form 303–R, however, has been reduced to 33 questions, several of which are optional and need not be answered by an applicant in most circumstances. The proposed form may be answered by an applicant in most circumstances. The proposed form may be further reduced in size in view of several other matters currently under study by the Commission. For instance, depending on the course of action we decided to pursue involving a current study of our ownership reporting requirements, it is possible that questions 6, 7 and 8, Part III, may be eliminated entirely. Similarly, several of the questions in Part IV, *Engineering*, may be eliminated depending on the results of our current study related to automated transmitters. As noted above, therefore, it is possible that further improvements in the form can be made.

8. We believe that the questions contained in FCC Form 303–R, as proposed, are self explanatory. The following brief summary, however, may be helpful in comparing the proposed FCC Form 303–R with existing FCC Form 303 and in the preparation of comments.

PART I—GENERAL INFORMATION

Question 1 concerns the name and address of the applicant and is identical to the information sought in Section I, FCC Form 303. The name of the applicant, of course, must be stated exactly as it appears on the station's license.

Question 2 requests information concerning the facilities for which renewal is sought and is comparable to Question 1, Section I, FCC Form 303.

Question 3 requests information as to whether renewal is also being sought for an Auxiliary Antenna, Auxiliary Transmitter, and Alternate Main Transmitter. At present, applicants are required to file separate Section II's for each transmitter or antenna involved. Pursuant to the proposed procedure, applicants need only list the type transmitter or antenna under Question 1, Part IV.

PART II—FINANCIAL

Question 4 requests the submission of a balance sheet and is identical to Question 3, Section I, FCC Form 303.

Question 5 requests an explanation of the applicant's financial plans in the event that current liabilities exceed current assets. At present it is necessary to request this information from approximately 25 percent of renewal applicants by letter. Consequently, we believe the inclusion of the question in the renewal form will expedite processing.

PART III—LEGAL

Question 6 relates to the filing of an Ownership Report (FCC Form 323) and is similar in format to Question 4, Section I, FCC Form 303.

Question 7 relates to section 310(a) of the Communications Act and concerns the citizenship of the applicant and the interests of aliens and foreign governments. This question is similar in nature to Questions 5 and 6, Section I, FCC Form 303. (We are not in this proceeding seeking comments on alien and foreign ownership. We anticipate that reporting of such interests will be explored in a separate proceeding relating to the ownership reporting requirements of applicants in the near future.)

Question 8 relates to the applicants other business interests. The question, in this respect, is identical to the first part of Question 7, Section I, FCC Form 303. The question has been modified, however, to eliminate information concern-

[1] We are not, of course, wedded to the format of proposed FCC Form 303–R. The final format will be established at the conclusion of this proceeding.

ing the applicant's other broadcast interests. Such information is contained in the Ownership Report and, thus, is merely a duplication of effort.

Question 9 expands the reporting requirements of existing Question 2, Section I, FCC Form 303, to solicit information relating to any suits or judgments concerning certain crimes or anti-trust matters since the filing of the applicant's last major application. (i.e., 301, 302, 314, 315.) In this respect, proposed Question 4 is similar in nature to the anti-trust questions contained in those forms. This question also requests identification of the crimes or anti-trust matters involving the applicant or any person directly controlling the applicant. Respondents are requested to submit specific comments related to the matters which should be reported under this question.

PART IV—ENGINEERING

Question 10 relates to the model and type number of the applicant's transmitter(s) and is similar to the information presently requested in Question 1, Section II, FCC Form 303.

Question 11 requests information relating to operating constants for *both* AM and FM stations. In this respect interested parties should compare Question 7 with Questions 2 and 3, Section II, FCC Form 303.

Question 12 relates to stations operating with directional remote control with a first class operator on duty during all broadcast hours. Such applicants, pursuant to the requirements of § 73.66(c) of the Commission's rules must submit at renewal time the skeleton proof of performance measurements and the ratio between those measurements and the measurements contained in the last complete proof of performance filed with the Commission. There is no similar question in Section II, FCC Form 303.

Question 13 relates to stations operating with directional remote control with a first class operator on duty less than during all broadcast hours. Such applicants, pursuant to the provisions of §§ 73.66(c) and 73.93, Note 2, of the Commission's rules must submit at renewal time the last two skeleton proof of performance measurements and the last partial proof measurements. Additionally, the applicants must submit the ratio between the partial proof measurements and the measurements contained in the last complete proof of performance filed with the Commission.

Question 14 requests certain readings pertaining to directional antenna stations, and is similar to Question 4, Section II, FCC Form 303.

Question 15 requests the applicant to describe the manufacturer and type of antenna monitor used to take the readings required by Question 12, above. The same information is currently requested in Question 4, Section II, FCC Form 303.

Question 16 requests information as to whether there have been any changes in the fundamental audio or radio circuits of the transmitter affecting the station's previously filed schematic diagram. Again if the answer is "Yes," applicant must submit a brief statement of explanation and an accurate diagram. This question is similar to Question 9, Section II, FCC Form 303.

Question 17 relates to § 73.47 of the Commission's rules, which requires equipment performance measurements to be conducted within the four month period prior to the filing of an application for renewal of license. This question also requires the applicant to submit a statement of explanation if the equipment performance measurements show the station's transmitting system not to be in accordance with the Commission's rules. The question is similar to Question 10 (a), (b) and (c) of Section II, FCC Form 303.

Question 18 requests information as to whether the station's apparatus, antenna or operation differs from that described in the applicant's last application. If "Yes," applicant must attach a statement of explanation. The question is similar in content to Question 11, Section II, FCC Form 303.

Question 19, as does Question 12, Section II, FCC Form 303, requests the submission of the transmitter operating logs for the composite week.

PART V—PROGRAMMING INFORMATION

Question 20 relates to documentation which an applicant will be required to place in its public inspection file concerning its efforts to consult with a representative cross-section of community leaders and a generally random sample of members of the general public. In this respect, it should be noted that in considering the filings in Docket No. 19715, *Ascertainment of Community Problems by Broadcast Applicants*, 40 FCC 2d 379 (1973), we have approved in principle a continuous ascertainment procedure for renewal applicants. Question 20, as well as Questions 21 and 22, are designed to implement our tentative resolution of Docket No. 19715. Since, however, a final Report and Order in Docket No. 19715 is yet to be adopted and released, the proposed ascertainment questions are subject to revision.

Question 21 requests the applicant to submit its community leader checklists for each year of the license term. As noted above, this question is also designed to implement our tentative resolution of Docket No. 19715 which calls for consultations with community leaders throughout the license term.

Question 22 relates to the applicant's efforts to program to serve the problems, needs and interests of its service area. The question requests a statement as to whether the applicant has placed in its public inspection file at the appropriate times its annual list (i) of those problems, needs and interests which, in the applicant's judgment, warranted treatment by its station, and (ii) typical and illustrative programming broadcast in response to those problems. The question also asked the applicant to submit those listings each year of the past license period as an exhibit with its application.

Question 23 relates to the applicant's previous program proposals, composite week performance, and future program proposals in the areas of (i) Entertainment and Sports, (ii) News, (iii) Public Affairs, (iv) All other programs, exclusive of Entertainment and Sports, (v) Commercial Matter, and (vi) Noncommercial Matter. This question also requests the applicant to state the number of public service announcements previously proposed, actually broadcast, and proposed. For a discussion of this question, see paragraphs 9–10, *infra*.

Question 24 requests the applicant to list those programs in the composite week included in the Public Affairs and All other programs, exclusive of Entertainment and Sports categories, indicating their Title, Source, Type, Brief Description, and Time Broadcast and Duration. Although not identical, this question is similar to Question 4, Part II, Section IV–A of FCC Form 303.

Question 25 requests the applicant to explain the reasons for any substantial variation between previous proposals and actual operation during the composite week.

Question 26 requests the applicant to list the number of 60-minute segments of the composite week containing over 18-minutes of commercial matter. Question 7 is, in this regard, similar to Question 23, Part IV, Section IV–A of FCC Form 303.

Question 27 is related to any substantial variation between applicant's previous commercial proposals and actual commercial operation and is based on Question 24. C., Part IV, Section IV–B of FCC Form 303.

Question 28 relates to the applicant's proposed commercial practices and is similar in content to Question 26, Part V, Section IV–A of FCC Form 303.

Question 29 relates to the applicant's past and proposed programming format.

Question 30 relates to the Commission's AM–FM duplication rule (§ 73.242 (a)) and is similar in content to Question 11, Part II, Section IV–A of FCC Form 303.

Question 31 asks whether the applicant has placed in its public inspection file the composite week logs used as a basis for responding to questions set forth in Part V of proposed FCC Form 303–R. This represents a departure from existing Commission practice, which requires that the logs be submitted with the application. However, in view of the requirements of Question 4 of proposed FCC Form 303–R, we do not believe that it is necessary to have the logs submitted to the Commission unless a substantial question is raised by the Commission on its own motion or the public about the applicant's past programming operations.

Question 32 provides the applicant an opportunity to provide any additional information it believes necessary to ade-

quately reflect its operation during the past license period.

PART VI—EQUAL EMPLOYMENT OPPORTUNITY

Question 33 is designed to elicit information concerning the specific practices undertaken by the applicant during the past license term to assure equal employment opportunities for minorities and women and the practices applicant proposed to follow to assure such opportunities. (See paragraphs 10, 11 and 12, below.)

9. In conjunction with the above, several observations are in order. As noted, Question 23, Part V differs in several respects from current reporting requirements. First, the question now requests information relating to the applicant's previous programming proposals, actual composite week performance, and future proposals in six areas, namely: (1) Entertainment and Sports; (2) News; (3) Public Affairs; (4) All other programs, exclusive of Entertainment and Sports; (5) Commercial Matter; and (6) Noncommercial Matter. With regard to items (1), (2), (3) and (4), commercial and noncommercial matter (e.g., public service announcements, station promos, etc.) are to be *excluded* in computing the number of minutes and percentage of time devoted to each program category. Item (5), of course, includes a computation of commercial matter, and item (6) includes a computation of noncommercial matter such as public service announcements, station identification announcements, promos, etc. Question 23, in this respect, is designed to give a complete picture of the applicant's programming operations.

10. Second, and more importantly perhaps, the question is designed to reveal at a glance whether there has been a substantial deviation from the previous proposals in applicant's prorgamming operations. An applicant is not, of course, expected to adhere inflexibly in day-to-day operations to the specific programming proposals contained in its previous application. At the same time, it is clear that an applicant cannot completely disregard its previous programming proposals in the hope that its application will slip by and still be acted upon favorably. Question 23, therefore, will enable the applicant, members of the public and the Commission to determine whether there has been a substantial *unexplained* deviation between previous proposals and actual performance.

11. It will also be observed that proposed Question 23, Part V retains separate categories for (a) Public Affairs and (b) All other programs, exclusive of Entertainment and Sports. In this respect, it has been suggested that much of the informational programming traditionally included in the "All other" program category—e.g., communications for agencies such as the Veterans Administration, Social Security Administration, and Community Bulletin Board, etc.—perform a service very much akin to public affairs programming for persons who depend greatly on this type of information. We, therefore, invite specific comments on whether—for radio—Public Affairs and All other programs, exclusive of Entertainment and Sports should be combined into one category, whether Public Affairs and News should be combined, or whether a new program category such as a Community Service Programs should be developed. Any other suggested alternatives interested parties may have are, of course, invited by this Notice.

12. In connection with Question 23, Part V we also propose to amend the definition of Public Affairs program as set forth in note 1(d) of §§ 73.112, 73.282, and 73.670 of the Commission's rules.

The Commission's definition of Public Affairs uses the term to be defined as the definition for itself. The present definition, for example, after mentioning a variety of program formats, (e.g., talks, speeches, round tables, documentaries, etc.) concludes by stating that a public affairs program is one "primarily concerning local, national and international public affairs." Clearly, therefore, a more precise definition is needed. An alternative definition suggested by Dempsey and Kopovitz in its Further Comments in Docket No. 19154 is as follows:

> Public Affairs programs (PA) include talks, commentaries, discussions, speeches, editorials, political programs, documentaries, forums, panels, round tables, and similar programs which deal with: (1) local community problems, or (2) other problems or topics of concern to the general public which are local, state, national or international in scope. Also included would be programs (exclusive of news inserts) providing extended coverage, whether live or recorded, of public events or proceedings concerned with the aforementioned problems or topics.

Subsection (2) of the proposed definition is included to make clear that programs such as Social Security Reports, and like programs, are comprehended by the Public Affairs definition and would be classified as Public Affairs, rather than All other. Any other suggestions as to an appropriate Public Affairs definition are, of course, invited by this Notice.

13. Question 23 is designed to elicit information on the number of public service announcements previously proposed, actually broadcast during the composite week, and proposed for a typical week. It has been suggested that the question should also request information concerning the local or national character of such announcements. See Questions 4.B. and 9.B., Section IV-B of FCC Form 303. Our initial reaction is that for radio such information may not be necessary because it appears most such announcements are local in nature. Nonetheless, comments are specifically invited on this suggested change in Question 23 of Part V. It has also been suggested that Question 23 should be designed to request information concerning the amount of programing broadcast between 6:00 a.m. and midnight and between midnight and 6:00 a.m. Compare FCC Form 303, Section IV-B, Question 8. In view of Question 24, however, it is not clear whether such information would serve a useful purpose. Nonetheless, respondents should consider such a proposal and submit any comments they may have thereon.

14. In connection with Part VI, Equal Employment Opportunity, it should be noted that proposed Question 1 relates to both the applicant's past and proposed practices to assure equal employment opportunities for minorities and women. We are not, in this proceeding, soliciting comments on the required contents of any equal employment opportunity program. This matter is presently under consideration by the Commission and clarifying guidelines will be issued in the near future. In this proceeding, however, comments are specifically requested on our proposal to delete from current Section VI of the Commission's various application forms the request for a brief description of any discrimination complaint filed against a broadcast applicant, including identity of the persons involved, the date of filing, the court or agency, the file number (if any), and the disposition or current status of the matter. It has been called to our attention that the requirements of this part of Section VI may in contravention of the spirit of section 709(a) of the Civil Rights Act of 1964, as amended. More importantly, it appears that the requests of such detailed information may violate the right of privacy afforded employers *and* employees under the exemptions contained in section 552(b)(6) of the Freedom of Information Act, 5 U.S.C. 522(B)(6). Comments are, therefore, invited on this proposal.

15. In addition to the foregoing, it has been suggested that proposed FCC Form 303-R should be designed to elicit information as to whether the applicant anticipates that its next annual problem-program listing will contain specific problems and programs not included in its most recent listing. See FCC Form 303, Section IV-B, Question 2. In view of our proposed ascertainment procedures, which are designed for continuous ascertainment throughout the license term, it is debatable whether such a question will provide useful information. However, we are asking for specific comments on such a proposal.

16. Finally, it should be noted that Questions 2, 4, 5, 6, and 7 of Section I, and Questions 1-A and B of Section IV-B; of FCC Form 303, which will continue to be filed by television renewal applicants, will be revised to conform to new or revised Question 3 of Part I; Questions 7, 8, and 9 of Part III; Part IV; Questions 20 and 21 of Part V; and Part VI of proposed FCC Form 303-R. Also, in view of the separate form for radio, Section II of the FCC Form 303 will be revised to apply to television only. Revised Section II of FCC Form 303 is attached as Appendix C.

17. In view of the above, comments are invited on: (1) the proposed new form (Appendix A); (proposed changes in our rules relating to the use of Commission's form); and (3) the proposed revision of Section II of FCC Form 303 (Appendix C). Authority for the adoption of the form and changes in the rules is contained in sections 4(i), 303(r), 308(b), and 319(a) of the Communications Act.

18. In accordance with the procedures set forth in § 1.415 of the Commission's rules, interested persons may file comments on or before June 3, 1975, and reply comments on or before June 18, 1975. It is hoped that comments, either formal or informal, will be submitted by interested parties from all segments of the public, the communications bar, national and state broadcasting associations, and individual licensees. All relevant and timely comments and reply comments will be considered by the Commission before final action is taken in this proceeding. To assist the Commission in responding to the requirements of the General Accounting Office, respondents may also give their best estimate of the number of man-hours—or fraction thereof—which may be required to complete proposed FCC Form 303–R. Factors which could be considered are the time needed to gather and compile the data and the clerical time needed to complete the proposed form. In reaching its decision in this proceeding, the Commission may also take into account other relevant information before it.

19. In accordance with the provisions of § 1.419 of the Commission's rules, an original and 14 copies of all statements, briefs, and comments filed shall be furnished to the Commission. However, in an effort to obtain the widest possible response in this proceeding from licensees and members of the public, informal comments (without extra copies) will be accepted. Copies of all pleadings filed in this matter will be available for public inspection during regular business hours in the Commission's Public Reference Room at its headquarters in Washington, D.C.

Adopted: April 1, 1975.

Released: April 11, 1975.

FEDERAL COMMUNICATIONS COMMISSION,[2]

[SEAL] VINCENT J. MULLINS, *Secretary.*

[2] Commissioners Lee and Reid concurring in the result.

APPENDIX A

INSTRUCTIONS FOR FCC FORM 303-R

APPLICATION FOR RENEWAL OF LICENSE FOR COMMERCIAL AM AND FM RADIO BROADCAST STATION

From the Commission

This pamphlet contains instructions needed to complete FCC Form 303-R -- Application For Renewal Of License For Commercial Radio Broadcast Stations.

This pamphlet also contains a brief summary of several of the pertinent operating and filing requirements applicable to AM and FM broadcast stations.

This pamphlet has been prepared to assist licensees in the operation of their stations and in the preparation of FCC Form 303-R. If further assistance is needed, please call the Renewal Branch, Renewal and Transfer Division, Federal Communications Commission, Washington, D. C. 20554

Applicants can help us and themselves if they check their forms to make sure all questions are answered.

Index to Instructions

FCC Form 303-R
March 1975

Form Approved
GAO No.

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION

APPLICATION FOR RENEWAL OF LICENSE FOR COMMERCIAL AM OR FM RADIO BROADCAST STATION

COMMISSION USE ONLY
File No.

PART I - GENERAL INFORMATION

1. NAME OF APPLICANT

STREET ADDRESS

CITY | STATE | ZIP CODE

2. RENEWAL REQUESTED FOR FOLLOWING EXISTING FACILITIES

CALL LETTERS | FREQUENCY | CHANNEL NO.

POWER IN KILOWATTS: NIGHT | DAY

MINIMUM HOURS OPERATION DAILY

HOURS OF OPERATION

UNLIMITED ☐
DAYTIME ONLY ☐
LIMITED ☐

SHARING WITH (SPECIFY STATIONS)

OTHER (SPECIFY)

STATION LOCATION

CITY | STATE

3. RENEWAL IS ALSO REQUESTED FOR THE FOLLOWING:

DAY	NIGHT	
		AUXILIARY ANTENNA
		AUXILIARY TRANSMITTER
		ALTERNATE MAIN TRANSMITTER

PART II - FINANCIAL

4. Attach as Exhibit No 4.a detailed balance sheet of the applicant as at the close of a month within 90 days of the date of this application.

5. Do current liabilities exceed current assets?

☐ YES ☐ NO

If "Yes", attach as Exhibit No. 5 details of applicant's plans to finance the continued operation of the station, together with the manner in which applicant intends to liquidate its liabilities.

PART III - LEGAL

6. Is applicant's Ownership Report (FCC Form 323) filed with this application?

☐ YES ☐ NO

If "No", give the date of filing of the last Ownership Report (_____) and the station's call letters (_____) of the renewal application with which it was filed.

7. Is the applicant in compliance with the provisions of Section 310(a) of the Communications Act of 1934, as amended, relating to the interests of aliens and foreign governments?

☐ YES ☐ NO

8. Does the applicant or any officer, director or principal stockholder (any person owning 25% or more of applicant's stock) have a 25% or more interest in any other business?

☐ YES ☐ NO

If "Yes," attach as Exhibit No. 8 a complete listing.

9. Since the filing of applicant's last major application, has the applicant or any person directly or indirectly controlling the applicant been made party to a suit or finally adjudged guilty by any court or administrative body of any felony or other crime involving moral turpitude or violation of any federal, territorial or local law relating to lotteries, restraints and monopolies and combinations, contracts or agreements in restraints of trade, or of using unfair methods of competition?

☐ YES ☐ NO

If "Yes", attach as Exhibit No. 9 a full disclosure concerning the persons and matters involved, identifying the court or administrative body, and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and the disposition of the matter (if any).

PART IV - ENGINEERING

10. Transmitters

Model | Type No.

11. Operating constants:	Normal Reading Day	Night
Total plate current to last radio stage in amperes.		
Plate voltage applied to last radio stage in volts.		
Efficiency Factor F of the transmitter at operating power		
Transmitter power output		
Antenna Ammeter		

12. For AM stations operating with directional remote control and a first class radio telephone operator on duty during all broadcast hours, submit as Exhibit No. 12 the skeleton proof of performance measurements made in accordance with Section 73.66(c) of the Commission's Rules. Include in this Exhibit the ratio between the skeleton proof measurements and the measurements contained in the last complete proof of performance filed with Commission and the pertinent meter indications at the time the skeleton proofs were made.

13. For AM stations operating with directional remote control and less than a first class radio telephone operator on duty during all broadcast hours, submit as Exhibit No. 13 the last two skeleton proof of performance measurements and the last partial proof of performance measurement made in accordance with Sections 73.66(c) and 73.93, Note 2, respectively, of the Commission's Rules. Include in this Exhibit that ratio between the partial proof of performance measurements and the measurements contained in the last complete proof of performance filed with the Commission and the pertinent meter indications at the time the partial proof was made.

14. Directional Antenna Operating Values (AM Only)

Tower	Phase Reading in Degrees			Antenna Base Current			Remote Indications of Antenna Current		
	Day	Night	Ratio	Day	Night	Ratio	Day	Night	Ratio
1			X						
2			X						
3			X						
4			X						
5			X						
6			X						

15. In the space provided, give the manufacturer and type of antenna monitor used to take the readings in Question No. 12 above.

16. Have changes been made in the fundamental audio or radio circuits of the transmitter affecting the schematic diagram heretofore filed with the Commission?

☐ YES ☐ NO

If "Yes," attach as Exhibit No. 16 an accurate corrected diagram and brief explanation.

17. (a) Have equipment performance measurements been made within the past four months?

☐ YES ☐ NO

(b) Give date of last measurements

(c) Do these measurements show the transmitting system performance to be in accordance with the Commission's Rules?

☐ YES ☐ NO

If answer to 17(a) or 17(c) is "No," attach as Exhibit No. 17 a complete explanation.

18. In what respect, if any, does the apparatus, antenna, or operation differ from that described in the last application for license or renewal of license?

19. Attach as Exhibit No. 19 one exact copy of the transmitter operating logs for the seven days comprising the composite week analyzed in Section V of the application. If original logs are submitted they will be returned.

I certify that I am the ☐ Technical Director, ☐ Chief Engineer, ☐ Registered Professional Engineer, or ☐ Consultant for the applicant of the radio station for which this application is submitted and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief. (This signature may be omitted provided the engineer's original signed report of the data from which the information contained herein has been obtained is attached hereto.

DATE	SIGNATURE

PART V - PROGRAMMING INFORMATION

20. Has applicant placed in its public information file at the appropriate times the required documentation relating to its efforts to ascertain the community problems, needs, and interests?

☐ YES ☐ NO

If "No," attach as Exhibit No. 20 a complete statement of explanation.

21. Attach as Exhibit No. 21 your Community Leader Checklist for each year of the license term.

22. Has the applicant placed in its public inspection file at the appropriate times its annual list of those problems, needs and interests which, in the applicant's judgement, warranted treatment by its station and typical and illustrative programming in response thereto?

☐ YES ☐ NO

Attach those listings as Exhibit No. 22.

23. Complete lines 1 through 6 of the following chart. State the amount of time (rounded to the nearest minute) that applicant (a) previously proposed to devote, (b) actually b/c during the composite week, and (c) now proposes to devote to the program types designated below. In line 7 state the number of Public Service Announcements (a) previously proposed, (b) actually broadcast during the composite week, and (c) the minimum now proposed to be broadcast during a typical week.

Program Categories	Previously Proposed (a)		Composite Week Performance (b)		Now Proposed (c)	
	Minutes of Operation	% of Total Time	Minutes of Operation	% of Total Time	Minutes of Operation	% of Total Time
(1) Entertainment and Sports						
(2) News						
(3) Public Affairs						
(4) All other programs, exclusive of entertainment and sports						
(5) Commercial matter						
(6) Noncommercial matter						
TOTALS		100%		100%		100%
(7) Public Service Announcements	NUMBER		NUMBER		NUMBER	

24. In Exhibit No. 24 list those programs (excluding religious programs) in the composite week included in the public affairs and all other programs, exclusive of entertainment and sports program categories indicating their title, source, type, brief description, time broadcast and duration.

25. Did the amount of time applicant devoted to nonentertainment programming (lines 2, 3 and 4 of the above chart) during the composite week vary substantially from the representations made in applicant's last application?

☐ YES ☐ NO

If "Yes", attach as Exhibit No. 25 a statement explaining the variations.

26. State the number of 60-minute segments in the composite week (beginning with the first full clock hour and ending with the last clock hour of each broadcast day) containing over 18 minutes of commercial matter: _____ segments Below list each segment, specifying the amount of commercial time in the segment and the day and time broadcast.

Amount of Commercial Time in Segment — Day and Time Broadcast

27. Do the applicant's commercial practices for the period covered by this application vary substantially from the representations made in applicant's last application?

☐ YES ☐ NO

If "Yes," explain in Exhibit No. 27 the variations and the reasons therefor.

28. State the minimum amount of commercial matter applicant proposes normally to allow in any 60-minute segment (Minutes: _____). State the percentage of hourly segments per week this amount is expected to be exceeded (Percentage: _____), and the limits per hourly segment that would then apply under those circumstances to regular commercial matter (Minutes: _____) and to political commercial matter (Minutes: _____).

29. Describe briefly applicant's program format(s) during the past 12 months.

Describe briefly applicant's proposed format.

30. If this application is for an FM station, did the programming duplicate that of an AM station?

☐ YES ☐ NO

If "Yes," state: the call letters of the AM station; _____

the population of the community of license of the FM station; _____

the number of hours duplicated during the composite week; and _____

the total number of FM broadcast hours in the composite week. _____

31. Has applicant placed in its public inspection file an exact copy of the program logs for the composite week used as a basis for responding to the questions herein?

☐ YES ☐ NO

32. Applicant may submit as Exhibit No. any additional information which, in its judgment, is necessary adequately to describe or to present fairly its services and operations in relation to the public interest.

PART VI - EQUAL EMPLOYMENT OPPORTUNITY

33. Submit as Exhibit No. 33 specific practices undertaken by applicant during the past license term to assure equal employment opportunity for minorities and women and the practices applicant proposes to follow during the coming license term to assure equal employment opportunities for minorities and women.

The APPLICANT hereby waives any claim to the use of any particular frequency or of the ether as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934.)

The APPLICANT represents that this application is not filed for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations, and that all the exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

CERTIFICATION

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

→ Signed and dated this____ day of _____ 19____.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U. S. CODE, TITLE 18, SECTION 1001.

NAME OF APPLICANT
BY (SIGNATURE)
TITLE

APPENDIX B

FCC Form 303
June 1974

Form Approved
Budget Bureau No. 52-R016.16

Section I

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION

APPLICATION FOR RENEWAL OF
BROADCAST STATION LICENSE

File No.

Name and post office address of applicant (See Instruction D)

Send notices and communications to the following-named person at the post office address indicated:

INSTRUCTIONS

A. This form is to be used in all cases when applying for Renewal of Broadcast Station License. It consists of this part, Section I, and the following sections:

Section II Renewal Application Engineering Data
Section IV-A Statement of AM or FM Program Service
Section IV-B Statement of Television Program Service
Section VI Equal Employment Opportunity Program

B. Prepare and file three copies of this form and all exhibits with the Federal Communications Commission, Washington, D.C. 20554

C. Number exhibits serially in the space provided in the body of the form and list each exhibit in the space provided on page 2 of this Section. Date each exhibit.

D. The name of the applicant must be stated exactly as it appears on the current license.

E. Information called for by this application which is already on file with the Commission need not be refiled in this application provided (1) the information is now on file in another application or FCC form filed by or on behalf of this applicant; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to, and (3) after making the reference, the applicant states: "No change since date of filing." Any such reference will be considered to incorporate into this application all information, confidential or otherwise, contained in the application or other form referred to. The incorporated application or other form will thereafter, in its entirety, be open to the public.

F. This application shall be personally signed by the applicant, if the applicant is an individual; by one of the partners, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member who is an officer, if the applicant is an unincorporated association; by such duly elected or appointed officials as may be competent to do so under the laws of the applicable jurisdiction, if the applicant is an eligible government entity; or by the applicant's attorney in case of the applicant's physical disability or of his absence from the United States. The attorney shall, in the event he signs for the applicant, separately set forth the reason why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than his knowledge), he shall separately set forth his reasons for believing that such statements are true.

G. *BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE, SPECIFICALLY SO STATE. DEFECTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.*

1. Renewal requested for following existing facilities

Call letters	Frequency	Channel No.

Power in kilowatts		Minimum hours operation daily
Night	Day	

Hours of operation

Unlimited ☐	Sharing with (Specify Stations)	Other (Specify)
Daytime only ☐		
Limited ☐		

Station location

City	State

2. Is applicant or any person directly or indirectly controlling applicant, party to a suit in any Federal Court involving the monopolizing, or an attempt to monopolize radio communication directly or indirectly through control of the manufacturer or sale of radio apparatus, by exclusive traffic arrangements, or by any other means, or of using unfair methods of competition? Yes ☐ No ☐

If the answer is "Yes", attach as Exhibit No. a full description of the proceeding, identifying the court and showing where records of the proceeding may be obtained. (See Section 313 of the Communications Act of 1934.)

3. Attach as Exhibit No. a detailed balance sheet of the applicant as at the close of a month within 90 days of the date of this application.

4. Is the applicant's Ownership Report filed with this application? Yes ☐ No ☐
(See 1.615 of Commission's Rules.)
If answer is "No", give date of filing of last Ownership Report and call letters, station location and file number of renewal application with which it was filed.

5. Any change in the citizenship of the applicant? Yes ☐ No ☐

6. Is the applicant a representative of an alien or foreign government? Yes ☐ No ☐

7. List below other businesses in which the applicant or any officer, director, or principal stockholder (any person owning 25% or more of applicant's stock) has a 25% or more interest. List also any radio station other than the station which is the subject of this application in which any of the above named persons have any interest, and the nature and extent of their interest in the broadcast station.

FCC Form 303 Section I, Page 2

THE APPLICANT hereby waives any claim to the use of any particular frequency or of the ether as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934).

THE APPLICANT represents that this application is not filed for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

THE APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations, and that all the exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

CERTIFICATION

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this ..... day of ....., 19..... .

FEES. EFFECTIVE JANUARY 1, 1964, INCLUDE FILING FEE WITH THIS APPLICATION. SEE PART 1 OF FCC RULES FOR AMOUNT OF FEE. DO NOT SEND CASH. MAKE CHECK OR MONEY ORDER PAYABLE TO THE FEDERAL COMMUNICATIONS COMMISSION.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.

.....
(NAME OF APPLICANT)

By .....
(SIGNATURE)

Title .....

EXHIBITS furnished as required by this form:

Exhibit No.	Section and Para. No. of Form	Name of officer or employee (1) by whom or (2) under whose direction exhibit was prepared (show which)	Official title

Broadcast Application — FEDERAL COMMUNICATIONS COMMISSION — Section II

RENEWAL APPLICATION ENGINEERING DATA

Name of applicant

1. Description of transmitting apparatus

	Make	Type No.	Serial No.
Visual			
Aural			

Tubes in last radio stage

	Make	Type No.	Number used
Visual			
Aural			

2. Operating constants (FM and Television only)

	Visual	Aural
Total plate current to last radio stage in amperes		
Plate voltage applied to last radio stage in volts		
Plate input power to the last radio stage in kilowatts		
Efficiency Factor F of the transmitter at operating power		
RF transmission line meter reading		

3. Indicating instruments: (Standard Broadcast only)

	Range	Normal Reading	
		Day	Night
Plate voltmeter	0-		
Plate ammeter	0-		
Antenna ammeter	0-		

4. Directional antenna operating values (Standard Broadcast only)

Tower	Phase reading in degrees		Antenna base current		Remote indication of antenna current	
	Night	Day	Night	Day	Night	Day
#1						
#2						
#3						
#4						
#5						
#6						

Manufacturer and type of phase monitor used in taking above readings:

Describe equipment used for remote indication of antenna currents (phase monitor or other method)

5. Frequency monitors and control equipment

	Manufacturer's name	Type No.
Visual		
Aural		

How often is the station frequency and the frequency monitor checked with a frequency standard of known accuracy?

Automatic frequency control equipment

Make	Type No.

Furnish following data on last frequency checks

Date	Frequency
Reading of monitors	Method used (Use reverse side of this sheet)

6. Modulation monitors

	Manufacturer's name	Type No.
Visual		
Aural		

7. Phase monitor (if used)

Make	Type

8. Give date of last tower repainting

9. Have changes been made in the fundamental audio or radio circuits of the transmitter affecting the schematic diagram heretofore filed with the Commission? If the answer is "Yes" attach as Exhibit No. an accurate corrected diagram, and brief explanation. Yes ☐ No ☐

10. (a) Have equipment performance measurements been made within the past four months? Yes ☐ No ☐

(b) Give date of last measurements.

(c) Do these measurements show the transmitting system performance to be in accordance with the Standards of Good Engineering Practice? (If the answer to either of the above questions is "No", attach as Exhibit No. a complete explanation.) Yes ☐ No ☐

11. In what respect, if any does the apparatus, antenna, or operation differ from that described in the last application for licenae or renewal of license?

12. Attach as Exhibit No. the original or one exact copy of the transmitter operating logs for the seven days comprising the composite week analyzed in Section IV of the application. If original logs are submitted they will be returned. (For Standard Broadcast Only)

FCC Form 303 — RENEWAL APPLICATION ENGINEERING DATA — Section II, Page 2

I certify that I am the Technical Director, Chief Engineer or Consulting Engineer for the applicant of the radio station for which this application is submitted and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief. (This signature may be omitted provided the engineer's original signed report of the data from which the information contained herein has been obtained is attached hereto.)

Signature _____

(check appropriate box below)

☐ Technical Director ☐ Chief Operator

☐ Registered Professional Engineer

☐ Consulting Engineer

Date _____

FCC Form 303 | FEDERAL COMMUNICATIONS COMMISSION | Section IV-A, Page i

Instructions, General Information and Definitions For AM-FM Broadcast Application

1. *Applicants for renewal of license* shall answer all questions in this Section IV-A as part of their renewal application. In answering questions on proposed operation where no substantial change from past operation is proposed, applicant may so state.

2. *Applicants for new AM or FM stations and assignees and transferees of control* shall file this Section IV-A with respect to Ascertainment of Community Needs (Part I), Proposed Programming (Part III), Proposed Commercial Practices (Part V), General Station Policies and Practices (Part VI) and Other Matters and Certification (Part VII).

3. *Assignors and transferors of control* shall file information on Past Programming (Part II), Past Commercial Practices (Part IV) and Other Matters and Certification (Part VII). Questions on past programming shall be answered on the basis of the most recent composite week. Assignors and transferors who have filed an application for renewal of license within eighteen months prior to filing an application for assignment or transfer need not answer any portion of Section IV but must refer to the pertinent filing and identify it.

4. *Applicants for major changes in facilities* (as defined in Sections 1.571(a)(1) and 1.573(a)(1) of the Commission's Rules) need not file this Section IV-A unless a substantial change in programming is proposed or unless the information is requested by the Commission.

5. A. Where any of the information required is already on file with the Commission, such information need not be resubmitted, *provided* that the previous application or filing containing the information is specifically referred to and identified and the applicant states that there has been no change since the information was filed.

   B. The replies to the following questions constitute representations on which the Commission will rely in considering this application. Thus time and care should be devoted to the replies so that they will reflect accurately applicant's responsible consideration of the questions asked. It is not, however, expected that the licensee will or can adhere inflexibly in day-to-day operation to the representations made herein.

   C. Replies relating to future operation constitute representations against which the subsequent operation of the station will be measured. Accordingly, if during the license period the station substantially alters its programming format or commercial practices, the licensee should notify the Commission of such changes; otherwise it is presumed the station is being operated substantially as last proposed.

6. The applicant's attention is called to the Commission's "Report and Statement of Policy re: Commission En Banc Programming Inquiry," released July 29, 1960. (FCC 60-970; 25 Federal Register 7291; 20 Pike and Fischer Radio Regulation 1902), copies of which are available upon request to the Commission; and also to the material contained in Attachments A and B to this Section.

7. A legible copy of this Section IV-A and the exhibits submitted therewith shall be kept on file available for public inspection at any time during regular business hours. It shall be maintained at the main studio of the station or any other accessible place (such as a public registry for documents or an attorney's office) in the community to which the station is or is proposed to be licensed.

8. *Network Programs.* Where information for the composite week is called for herein with respect to commercial matter or program type classification in connection with national network programs, the applicant may rely on information furnished by the network.

9. *Signature.*

   This Section IV-A shall be signed in the space provided at the end hereof. It shall be personally signed by the applicant, if the applicant is an individual; by one of the partners, if the applicant is a partnership; by an officer of applicant, if a corporation or association. ***SIGNING OF THIS SECTION IS A REPRESENTATION THAT THE PERSON WHO SIGNS IS FAMILIAR WITH THE CONTENTS OF THIS SECTION AND ASSOCIATED EXHIBITS, AND SUPPORTS AND APPROVES THE REPRESENTATIONS THEREIN ON BEHALF OF THE APPLICANT.***

Definitions

The definitions set out below are to be followed in furnishing the information called for by the questions of this Section IV-A. The inclusion of various types and sources of programs in the paragraphs which follow is not intended to establish a formula for station operation, but is a method for analyzing and reporting station operation.

10. *Sources* of programs are defined as follows:

   (a) *A local program* (L) is any program originated or produced by the station, or for the production of which the station is primarily responsible, and employing live talent more than 50% of the time. Such a program, taped or recorded for later broadcast, shall be classified as local. A local program fed to a network shall be classified by the originating station as local. All non-network news programs may be classified as local. Programs primarily featuring records or transcriptions shall be classified as recorded even though a station announcer appears in connection with such material. However, identifiable units of such programs which are live and separately logged as such may be classified as local (e.g., if during the course of a program featuring records or transcriptions a non-network 2-minute news report is given and logged as a news program, the report may be classified as local).

   (b) *A network program* (NET) is any program furnished to the station by a network (national, regional or special). Delayed broadcasts of programs originated by networks are classified as network.

   (c) *A recorded program* (REC) is any program not defined above, including, without limitation, those using recordings, transcriptions, or tapes.

11. *Types* of programs are defined as follows:

   If a program contains two or more identifiable units of program material which constitute different program types as herein defined, each such unit may be separately logged and classified.

   The definitions of the first eight types of programs, (a) through (h) are not intended to overlap each other, and these types will normally include all the programs broadcast. The programs classified under (i) through (k) will have been classified under the first eight and there may be further duplication among types (i) through (k).

   (a) *Agricultural programs* (A) include market reports, farming or other information specifically addressed, or primarily of interest, to the agricultural population.

FCC Form 303 Section IV-A, Page ii

Definitions - Cont.

(b) *Entertainment programs* (E) include all programs intended primarily as entertainment, such as music, drama, variety, comedy, quiz, etc.

(c) *News programs* (N) include reports dealing with current local, national, and international events, including weather and stock market reports; and when an integral part of a news program, commentary, analysis and sports news.

(d) *Public Affairs programs* (PA) include talks, commentaries, discussions, speeches, editorials, political programs, documentaries, forums, panels, round tables, and similar programs primarily concerning local, national, and international public affairs.

(e) *Religious programs* (R) include sermons or devotionals; religious news; and music, drama, and other types of programs designed primarily for religious purposes.

(f) *Instructional programs* (I) include programs, other than those classified under Agricultural, News, Public Affairs, Religious or Sports, involving the discussion of, or primarily designed to further an appreciation or understanding of, literature, music, fine arts, history, geography, and the natural and social sciences; and programs devoted to occupational and vocational instruction, instruction with respect to hobbies, and similar programs intended primarily to instruct.

(g) *Sports programs* (S) include play-by-play and pre- or post-game related activities and separate programs of sports instruction, news, or information (e.g., fishing opportunities, golfing instruction, etc.).

(h) *Other programs* (O) include all programs not falling within definitions (a) through (g).

* * * * * * * *

(i) *Editorials* (EDIT) include programs presented for the purpose of stating opinions of the licensee.

(j) *Political programs* (POL) include those which present candidates for public office or which give expression (other than in station editorials) to views on such candidates or on issues subject to public ballot.

(k) *Educational Institution programs* (ED) include any program prepared by, in behalf of, or in cooperation with, educational institutions, educational organizations, libraries, museums, PTA's or similar organizations. Sports programs shall not be included.

12. *Commercial matter* (CM) includes commercial continuity (network and non-network) and commercial announcements (network and non-network) as follows:

(a) *Commercial continuity* (CC) is the advertising message of a program sponsor.

(b) *A commercial announcement* (CA) is any other advertising message for which a charge is made, or other consideration is received.

(1) Included are (i) "bonus" spots, (ii) trade-out spots, and (iii) promotional announcements of a future program where consideration is received for such an announcement or where such announcement identifies the sponsor of the future program beyond mention of the sponsor's name as an integral part of the title of the program (e.g., where the agreement for the sale of time provides that the sponsor will receive promotional announcements, or when the promotional announcement contains a statement such as "LISTEN TOMORROW FOR THE [NAME OF PROGRAM] BROUGHT TO YOU BY [SPONSOR'S NAME]").

(2) Other announcements including but not limited to the following are *not* commercial announcements:

(i) Promotional announcements, except as defined above;

(ii) Station identification announcements for which no charge is made;

(iii) Mechanical reproduction announcements;

(iv) Public service announcements;

(v) Announcements made pursuant to Sections 73.119(d) or 73.289(d) of the Rules that materials or services have been furnished as an inducement to broadcast a political program or a program involving the discussion of controversial public issues;

(vi) Announcements made pursuant to the local notice requirements of Sections 1.580 (pre-grant) and 1.594 (designation for hearing) of the Rules.

13. *A public service announcement* (PSA) is any announcement (including network) for which no charge is made and which promotes programs, activities, or services of federal, state or local governments (e.g., recruiting, sales of bonds, etc.) or the programs, activities or services of non-profit organizations (e.g., UGF, Red Cross blood donations, etc.), and other announcements regarded as serving community interests, excluding time signals, routine weather announcements and promotional announcements.

14. *A program* is an identifiable unit of program material, logged as such, which is not an announcement as defined above (e.g., if, within a 30-minute entertainment program, a station broadcasts a one-minute news and weather report, this news and weather report may be separately logged and classified as a one-minute news program and the entertainment portion as a 29-minute program).

15. *Composite Week* - Seven days designated annually by the Commission in a Public Notice and consisting of seven different days of the week.

16. *Typical Week* - A week which an applicant projects as typical of his proposed weekly operation.

FCC Form 303	FEDERAL COMMUNICATIONS COMMISSION	Section IV-A
STATEMENT OF AM OR FM PROGRAM SERVICE	Name of Applicant	
Call letters of station	City and state which station is licensed to serve	

PART I

Ascertainment of Community Needs

1. A. State in Exhibit No._____ the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.

   B. Describe in Exhibit No._____ the significant needs and interests of the public which the applicant believes his station will serve during the coming license period, including those with respect to national and international matters.

   C. List in Exhibit No._____ typical and illustrative programs or program series (excluding Entertainment and News) that applicant plans to broadcast during the coming license period to meet those needs and interests.

NOTE: Sufficient records shall be kept on file at the station, open for inspection by the Commission, for a period of 3 years from the date of filing of this statement (unless requested to be kept longer by the Commission) to support the representations required in answer to Question 1. These records should *not* be submitted with this application and need not be available for public inspection.

PART II

Past Programming

2. A. State the total hours of operation during the composite week: _____

   B. Attach as Exhibit No. _____ one exact copy of the program logs for the composite week used as a basis for responding to questions herein. Applicants utilizing automatic program logging devices must comply with the provisions of Sections 73.112(c) and 73.282(c). Automatic recordings will be returned to the applicant. Exact copies of program logs will not be returned.
   If applicant has not operated during all of the days of the composite week which would be applicable to the use of this form, applicant should so notify the Commission and request the designation of substitute day or days as required.

3. A. State the amount of time (rounded to the nearest minute) the applicant devoted in the composite week to the program types (see Definitions) listed below. Commercial matter within a program segment shall be excluded in computing time devoted to that particular program segment (e.g., a 15-minute news program containing 3 minutes' commercial matter shall be counted as a 12-minute news program).

	Hours	Minutes	% of Total Time on Air
(1) News	.....	.....	..... %
(2) Public Affairs	.....	.....	..... %
(3) All other programs, exclusive of Entertainment and Sports	.....	.....	..... %.

   B. If in the applicant's judgment the composite week does not adequately represent the station's past programming, applicant may in addition provide in Exhibit No._____ the same information as required in 3-A above (using the same format) for a calendar month or longer during the year preceding the filing of this application. Applicant shall identify the time period used. Applicant need not file the program logs used in responding to this question unless requested by the Commission.

4. List in Exhibit No._____ typical and illustrative programs or program series (excluding Entertainment and News) broadcast during the year preceding the filing of this application which have served public needs and interests in applicant's judgment. Denote, by underlining the Title, those programs, if any, designed to inform the public on local, national or international problems of greatest public importance in the community served by the applicant. Use the format below.

Title	Source*	Type*	Brief Description	Time Broadcast & Duration	How Often Broadcast

5. Submit in Exhibit No._____ the following information concerning the applicant's news programs:

   A. The staff, news gathering facilities, news services and other sources utilized; and

   B. An estimate of the percentage of news program time devoted to local and regional news during the composite week.

6. In connection with the applicant's public affairs programming, describe its policy during the past renewal period with respect to making time available for the discussion of public issues and the method of selecting subjects and participants.

*See Definitions

STATEMENT OF AM OR FM PROGRAM SERVICE Section IV-A, Page 2

7. Describe briefly the applicant's program format(s) during the past 12 months (e.g., country and western music, talk, folk music, classical music, foreign language, jazz, standard pops, etc.) and the approximate percentage of time per week devoted to such format(s).

8. State how and to what extent (if any) applicant's station contributed during the past license period to the over-all diversity of program services available in the area or communities served.

9. Was the applicant affiliated with one or more national, regional or special radio networks during the past license period?
Yes_____ No_____. If "yes," give name(s) of network(s): _____

10. State the numberof public service announcements broadcast by the applicant during the composite week: _____

11. A. If this application is for an FM station, did the programming duplicate that of any AM station?
Yes_____ No_____. ("Duplicate" means simultaneous broadcasting of a particular program over both the AM and FM stations or the broadcast of a particular FM program within 24 hours before or after the identical program is broadcast over the AM station—Section 73.242(a) of the Rules and Regulations.)

B. If the answer is "yes," identify the AM station by call letters; describe its relation to the FM station; and state the number of hours each day in the composite week that were duplicated.

12. A. In applicant's judgment, does the information supplied in this Part II adequately reflect its past programming?
Yes _____ No _____.

B. If "no," applicant may attach as Exhibit No._____ such additional information as may be necessary to describe accurately and present fairly its program service.

C. If applicant's programming practices for the period covered by this statement varied substantially from the programming representations made in applicant's last renewal application, the applicant shall submit as Exhibit No._____ a statement explaining the variations and the reasons therefor.

PART III

Proposed Programming

13. State the proposed total hours of operation during a typical week:_____

14. State the minimum amount of time the applicant proposes to devote normally each week to the program types (see Definitions) listed below. Commercial matter within a program segment shall be excluded in computing time devoted to that particular program segment (e.g., a fifteen-minute news program containing 3 minutes' commercial matter shall be computed as a 12-minute news program.)

	Hours	Minutes	% of Total Time on Air
(1) News	.....	.....	..... %
(2) Public Affairs	.....	.....	..... %
(3) All other programs, exclusive of Entertainment and Sports	.....	.....	..... %

15. Submit in Exhibit No._____ the following information concerning the applicant's proposed news programs:

A. The staff, news gathering facilities, news services and other sources to be utilized; and

B. An estimate of the percentage of news program time to be devoted to local and regional news during a typical week.

STATEMENT OF AM OR FM PROGRAM SERVICE Section IV-A, Page 3

16. In connection with the applicant's proposed public affairs programming describe its policy with respect to making time available for the discussion of public issues and the method of selecting subjects and participants.

17. Describe the applicant's proposed programming format(s), e.g., country and western music, talk, folk music, classical music, foreign language, jazz, standard pops, etc., and the approximate percentage of time per week to be devoted to such format(s).

18. State how and to what extent (if any) applicant proposes to contribute to the over-all diversity of program services available in the area or communities to be served.

19. State the minimum number of public service announcements applicant proposes to present during a typical week: _____

20. Will the applicant be affiliated with one or more national, regional, or special radio networks? Yes_____ No_____.
If "yes," give name(s) of networks(s): _____
_____

21. A. If this application is for an FM station will the programming duplicate that of any AM station? Yes_____ No_____. ("Duplicate" means simultaneous broadcasting of a particular program over both AM and FM stations or the broadcast of a particular FM program within 24 hours before or after the identical program is broadcast over the AM station—Section 73.242(a) of the Rules and Regulations.)

B. If the answer is "yes," identify the AM station by call letters; describe its relation to the FM station; and state the number of hours each day proposed to be duplicated.

PART IV

Past Commercial Practices

22. Give the following information with respect to the composite week:

	All Hours	6 A.M. - 6 P.M.
A. Total broadcast time	.....	.....
B. Time devoted to commercial matter:		
(1) Amount in hours and minutes	.....	.....
(2) Percentage	..... %	..... %

STATEMENT OF AM OR FM PROGRAM SERVICE Section IV-A, Page 4

23. State the number of 60-minute segments of the composite week (beginning with the first full clock hour and ending with the last clock hour of each broadcast day) containing the following amounts of commercial matter:

A. Up to and including 10 minutes ....

B. Over 10 and up to and including 14 minutes ....

C. Over 14 and up to and including 18 minutes ....

D. Over 18 minutes ....

List each segment in category (D) above, specifying the amount of commercial time in the segment, and the day and time broadcast.

24. A. In the applicant's judgment, does the information supplied in this Part IV for the composite week adequately reflect its commercial practices? Yes_____ No_____.

B. If "no," applicant may attach as Exhibit No._____ such additional material as may be necessary to describe adequately and present fairly its commercial practices.

C. If applicant's commercial practices for the period covered by this statement varied substantially from the commercial representations made in applicant's last renewal application, the applicant shall submit as Exhibit No._____ a statement explaining the variations and the reasons therefor.

PART V

Proposed Commercial Practices

25. State the maximum percentage of commercial matter which the applicant proposes normally to allow during the following segments of a typical week:

6 a.m. - 6 p.m. ..... _____%

All hours ..... _____%

If applicant proposes to permit this level to be exceeded at times, state under what circumstances and how often this is expected to occur, and the limits that would then apply.

26. What is the maximum amount of commercial matter in any 60-minute segment which the applicant proposes normally to allow?

If applicant proposes to permit this amount to be exceeded at times, state under what circumstances and how often this is expected to occur, and the limits that would then apply.

STATEMENT OF AM OR FM PROGRAM SERVICE Section IV-A, Page 5

PART VI

General Station Policies and Procedures

27. State the name(s) and position of the person(s) who determines the day-to-day programming decisions and directs the operation of the station covered by this application and whether he is employed full-time in the operation of the station.

28. A. Does the applicant have established policies with respect to programming and advertising standards (whether developed by the station or contained in a code of broadcasting standards and practices) to guide the operation of the station?

Yes_____ No_____.

B. If "yes," attach as Exhibit No._____ a brief summary of such policies. (If the station relies exclusively upon the published code of any national organization or trade association, a statement to that effect will suffice)

29. State the methods by which applicant undertakes to keep informed of the requirements of the Communications Act and the Commission's Rules and Regulations, and a description of the procedures established to acquaint applicant's employees and agents with such requirements and to ensure their compliance.

30. If, as an integral part of its station identification announcements, applicant makes or proposes to make reference to any business, profession or activity other than broadcasting in which applicant or any affiliate or stockholder is engaged or financially interested, directly or indirectly, set forth typical examples and approximate frequency of their use.

31. State the number of station employees: _____. If the station has or proposes to have ten or more employees, state in Exhibit No._____ the number of full-time and part-time employees in the programming, sales, technical, and general and administrative departments. Do not list the same employee in more than one category. However, if an employee performs multiple services, this may be so shown by identifying him with his various duties e.g., if two employees are combination announcers and salesmen, the list would include an entry of "two programming-sales".

STATEMENT OF AM OR FM PROGRAM SERVICE Section IV-A, Page 6

PART VII

Other Matters and Certification

32. Applicant may submit as Exhibit No._____ any additional information which, in its judgment, is necessary adequately to describe or to present fairly its services and operations in relation to the public interest.

33. The undersigned has familiarized himself with paragraph 9 of the Instructions to Section IV-A concerning signature requirements and in light of its provisions does hereby:

A. Acknowledge that all the statements made in this Section IV-A and the attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as if set out in full in the application form; and

B. Certify that the statements herein are true, complete, and correct to the best of his knowledge and belief and are made in good faith.

SIGNED AND DATED this ..... day of ..... , 19 ..... .

.....
(NAME OF LICENSEE)

By: .....
(SIGNATURE)

.....
(PLEASE PRINT NAME OF PERSON SIGNING)

.....
(TITLE)

WILLFUL FALSE STATEMENTS MADE IN THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U. S. CODE, TITLE 18, SECTION 1001.

Instructions, Definitions and General Information for Television Renewal Applicants

I. INSTRUCTIONS

1. **Applicants for renewal of license** for television stations shall file Section IV-B as part of their renewal application. Where any information required is already on file with the Commission, such information need not be resubmitted *provided* that the previous application or filing containing the information is specifically referred to and identified and the applicant states that there has been no change since the information was filed .

2. The "current guidelines" of the Commission referred to in Question 1.B .are found in the Primer on Ascertainment of Community Problems by Broadcast Applicants (27 FCC 2d 650, 21 RR 2d 1507, 36 Fed Reg 4092). The "appropriate materials" referred to in Question 1.B are those materials which the Primer refers to as "showings" which must be made by the applicant.

3. Except for Questions 7.B., 7.C., 12.B. and 12.C., which are optional, applicants shall answer all questions contained in Section IV-B. In answering questions on proposed operation where no substantial change from past operation is proposed, applicants may so state.

4. A. Exhibits submitted in response to Questions 2, 3, 12.B., 12.C., 13 and 14 shall be limited to two pages.

   B. Exhibits submitted in response to Question 6 shall be limited to three pages.

   C. Exhibits submitted in response to Questions 7.B. and 7.C. shall each be limited to six pages.

   D. Applicants may, at their option, supplement information contained in Exhibits submitted as part of this Section IV-B by placing additional material in their public inspection file. Such additional material shall be identified as a continuation of the particular exhibit and is subject to inspection by the public and the Commission.

5. A legible copy of Section IV-B and all the exhibits submitted therewith shall be kept on file available for public inspection at any time during regular business hours. It shall be maintained at the main studio of the station or any other accessible place (such as a public registry for documents or an attorney's office) in the community in which the station is licensed.

II. DEFINITIONS

The definitions set out below are to be followed in furnishing the information called for by the questions of Section IV-B. The inclusion of various types and sources of programs in the paragraphs which follow is not intended to establish a formula for station operation, but is a method for analyzing and reporting station operation.

1. A. **Sources** of programs are defined as follows:

   (i) **A Local Program** is any program originated or produced by the station, or for the production of which the station is substantially responsible, and which also employs live talent more than 50% of the time. Such a program, taped, recorded or filmed for later broadcast shall be classified as local. A local program fed to a network shall be classified by the originating station as local. All non-network and non-syndicated news programs may be classified as local. Programs primarily featuring syndicated or feature films, or other non-locally recorded programs shall not be classified as local, even though a station personality appears in connection with such material. However, identifiable units of such programs which are live and separately logged as such may be classified as local (e.g., if during the course of a feature film program a non-network 2-minute news report is given and logged as a news program, the report may be classified as local).

(ii) **A Network Program** (NET) is any program furnished to the station by a network (national, regional or special). Delayed broadcasts of programs originated by networks are classified as network.

(iii) **A Recorded Program** (REC) is any program not defined in (i) and (ii) above, including without limitation, syndicated programs, taped or transcribed programs, and feature films.

B. **Types** of programs are defined as follows:

(i) **News Programs** includes reports dealing with the current local, national and international events, including weather and stock market reports; and commentary, analysis, or sports news when it is an integral part of a news program.

(ii) **Public Affairs Programs** includes talks, commentaries, discussions, speeches, editorials, political programs, documentaries, forums, panels, round tables, and similar programs primarily concerning local, national and international public affairs.

(iii) **All Others** (excluding entertainment and sports) includes all other programs which are not intended primarily as entertainment (e.g., music drama, variety, comedy, quiz, etc.) and do not include play-by-play and pre-or post-game related activities and separate programs of sports instruction, news, or information (e.g., fishing opportunities, golfing instructions, etc.).

(iv) **A Local Program** --See II. 1.A. (i) above.

NOTE: If a program contains two or more identifiable units of program material which constitute different program types as herein defined, each such unit may be separately classified.

C. **Commercial Matter** (CM) includes commercial continuity (network and non-network) and commercial announcements (network and non-network) as follows:

(i) **Commercial Continuity** is the advertising message of a program sponsor.

(ii) **A Commercial Announcement** is any other advertising message for which a charge is made, or other consideration is received.

(1) Included are (i) "bonus" spots, (ii) trade-out spots, and (iii) promotional announcements of a future program where consideration is received for such an announcement or where such announcement identifies the sponsor of the future program beyond mention of the sponsor's name as an integral part of the title of the program, (e.g., where the agreement for the sale of time provides that the sponsor will receive promotional announcements, or when the promotional announcement contains a statement such as "TOMORROW SEE -- [NAME OF PROGRAM] -- BROUGHT TO YOU BY -- [SPONSOR's NAME]").

(2) Other announcements including but not limited to the following are *not* commercial announcements:

(i) Promotional announcements, except as defined above;

(ii) Station identification announcements for which no charge is made;

(iii) Mechanical reproduction announcements;

(iv) Public service announcements;

(v) Announcements made pursuant to Section 73.654(d) of the Rules that materials or services have been furnished as an inducement to broadcast a political program involving the discussion of controversial public issues;

(vi) Announcements made pursuant to the local notice requirements of Sections 1.580 (pre-grant) and 1.594 (designation for hearing) of the Rules.

2. **A Public Service Announcement** (PSA) is any announcement (including network) for which no charge is made and which promotes programs, activities, or services of federal, state, or local governments (e.g., recruiting, sales of bonds, etc.) or the programs, activities or services of non-profit organizations (e.g., UGF, Red Cross blood donations, etc.), and other announcements regarded as serving community interests, excluding time signals, routine weather announcements and promotional announcements.

3. **A Program** is an identifiable unit of program material, logged as such, which is not an announcement as defined above (e.g., if, within a 30-minute entertainment program, a station broadcasts a one-minute news and weather report, this news and weather report may be separately logged and classified as a one-minute news program and the entertainment portion as a 29-minute program).

4. **Network Programs.** Where information for the composite week is called for herein with respect to commercial matter or program type classifications in connection with network programs, the applicant may rely on information furnished by the network.

III. GENERAL INFORMATION

1. **Composite Week.** Seven days designated annually by the Commission in a Public Notice and consisting of seven different days of the week. A composite week is also used to complete FCC Form 303-A (Annual Programming Report).

2. **Typical Week.** A week which an applicant projects as typical of his proposed weekly operation.

3. A. Replies to questions contained in Section IV-B constitute representations on which the Commission will rely in considering an application for renewal. Thus, time and care should be devoted to the replies so that they will reflect accurately the applicant's responsible consideration of the questions asked. It is not, however, expected that an applicant will or can adhere inflexibly in day-to-day operation to the representations made herein.

B. Replies relating to future operation constitute representations against which subsequent operation of the station will be measured. Accordingly, if during the license period the station substantially alters its programming format or commercial practices, the applicant should notify the Commission of such changes at that time; otherwise it is presumed that the station is being operated substantially as proposed in Section IV-B.

4. The applicant's attention is called to the Commission's *Report and Statement of Policy re: Commission En Banc Programming Inquiry*, FCC 60-970, 25 Federal Register 7291, 20 Pike and Fischer Radio Regulations 1902, copies of which are available upon request to the Commission; and also to the material contained in Attachment A to this Section.

5. **Signature.**

Section IV-B shall be signed in the space provided at the end hereof. It shall be personally signed by the applicant, if the applicant is an individual; by one of the partners, if the applicant is a partnership; by an officer of applicant, if a corporation or association. **SIGNING OF THIS SECTION IS A REPRESENTATION THAT THE PERSON IS FAMILIAR WITH THE CONTENTS OF THIS SECTION AND ASSOCIATED EXHIBITS AND SUPPORTS AND APPROVES THE REPRESENTATIONS THEREIN ON BEHALF OF THE APPLICANT.**

FCC Form 303 | TELEVISION | Section IV-B

Name of Applicant

Call letters of station	City and state which station is licensed to serve

1. The applicant is familiar with Section 1.526(a)(9) of the Commission's Rules and the Commission's current requirements regarding the ascertainment of the problems and needs of its service area and does hereby represent that:
   A. In accordance with Section 1.526(a)(9) it has placed in its public inspection file at the appropriate times its annual lists for the current license period of significant problems and needs of its service area and typical and illustrative programs broadcast to help meet each of these problems and needs, and has submitted with this renewal application copies of each of these lists;
   B. It has made good faith efforts to ascertain the problems and needs of the public within its service area in accordance with the current guidelines of the Commission, and upon the filing of this application has placed in the station's public inspection file the appropriate materials regarding those ascertainment efforts.

2. As a result of its recent ascertainment efforts, does the applicant anticipate that the next annual list of problems and needs of its service area and programs broadcast to help meet them (which will be the first list for the new license period) will contain specific problems and needs and/or programs or program series not included in the most recent list?

   _____ Yes _____ No

   If "Yes", indicate in Exhibit No._____ the specific problems and needs and/or programs or program series.

3. Describe in Exhibit No._____ the procedures applicant has or proposes to have for the consideration and disposition of complaints or suggestions from the public.

4. A. State for the most recent composite week (a) the total number of public service announcements broadcast and (b) the number of public service announcements broadcast between 8AM-11PM.

   (a) _____ (b) _____

   B. Of the total number of public service announcements broadcast during the most recent composite week state (a) the number which in the licensee's judgment were primarily designed to promote programs, activities or services of organizations or organizational units located in the service area, (b) the number which in the licensee's judgment were primarily designed to promote programs, activities or services of organizations or organizational units located outside of the service area and (c) the number which in the licensee's judgment do not readily fall into either category (a) or (b) and/or are a combination of both.

   (a) _____ (b) _____ (c) _____

   C. Attach as Exhibit No._____ one exact copy of the program logs for the most recent composite week used as a basis for responding to Questions 4, 10 and 11 herein. Applicants utilizing automatic program logging devices must comply with the provisions of Section 73.670(c). Automatic recordings will be returned to the applicant. Exact copies of program logs will not be returned.

5. A. Was the applicant affiliated with one or more national television networks during the past license period?

   _____ Yes _____ No

   If "Yes", give name(s) of Network(s): _____

   _____

   If the applicant had more than one such affiliation, which network was the principal source of network programs?

   _____

   B. If a network affiliate, did the applicant regularly carry (i.e., carry more than 50% of the programs offered during the current license period) available network news and public affairs:

	Yes	No
(1) News	☐	☐
(2) Public Affairs	☐	☐

6. In Exhibit No.____ give a brief description of programs, program segments or program series broadcast during the license period which were primarily directed to children twelve years old and under. Indicate the source, time and day of broadcast, frequency of broadcast, and program type.

7. A. In the applicant's judgment, does the information supplied in the Annual Programming Reports (FCC Form 303-A) submitted during the current license period, the information supplied in the annual listings of typical and illustrative programs and program segments broadcast to help meet significant problems and needs of the service area for the current license period, and the information supplied in Questions 4, 5 and 6 above adequately reflect its programming during the current license period?

Yes ____ No ____

B. If the answer to "A" is "No", the applicant may attach as Exhibit No.____ such additional information (including the listing of entertainment programs the applicant considers to be of special merit) as may be necessary to describe accurately and present fairly its program service.

C. If the applicant's programming reflected in the Annual Programming Reports submitted during the current license period varied substantially from the programming representations made in the last renewal application, the applicant may submit as Exhibit No.____ a statement explaining the variations and the reasons therefor.

8. Indicate the minimum amount of time the applicant proposes to devote normally each week to the categories below. Commercial time should be *excluded* in all computations except for the entries in columns 2, 6 and 10 of the total time operating line (line a).

ANTICIPATED TYPICAL WEEK DATA	FROM 6AM TO MIDNIGHT				FROM 6PM TO 11PM (5PM TO 10PM CENTRAL AND MOUNTAIN TIME)				FROM MIDNIGHT TO 6AM			
	ALL PROGRAMS		LOCAL PROGRAMS ONLY		ALL PROGRAMS		LOCAL PROGRAMS ONLY		ALL PROGRAMS		LOCAL PROGRAMS ONLY	
	MINUTES OF OPERATION	PERCENTAGE OF TOTAL TIME OPERATING	MINUTES OF OPERATION	PERCENTAGE OF TOTAL TIME OPERATING	MINUTES OF OPERATION	PERCENTAGE OF TOTAL TIME OPERATING	MINUTES OF OPERATION	PERCENTAGE OF TOTAL TIME OPERATING	MINUTES OF OPERATION	PERCENTAGE OF TOTAL TIME OPERATING	MINUTES OF OPERATION	PERCENTAGE OF TOTAL TIME OPERATING
(1)	(2)	(3) 2/	(4) 1/	(5) 2/	(6)	(7) 3/	(8) 1/	(9) 3/	(10)	(11) 4/	(12) 1/	(13) 4/
a. TOTAL TIME OPERATING		100%				100%				100%		
b. NEWS 1/												
c. PUBLIC AFFAIRS 1/												
d. ALL OTHERS (Exclusive of entertainment and sports 1/												

1/ Excluding Commercials
2/ Percentages are of the total minutes of operation reported at the top of Column 2.
3/ Percentages are of the total minutes of operation reported at the top of Column 6.
4/ Percentages are of the total minutes of operation reported at the top of Column 10.

9. A. State (a) the minimum total number of public service announcements and (b) the minimum number of public service announcements between 8AM-11PM the applicant proposes to broadcast during a typical week.

(a) _____ (b) _____

B. Of the total number of public service announcements the applicant proposes to broadcast during a typical week state (a) the number which it expects will be primarily designed to promote programs, activities or services of organizations or organizational units located in the service area, (b) the number it expects will be primarily designed to promote programs, activities or services of organizations or organizational units located outside of the service area and (c) the number which it expects will not fall readily into either category (a) or (b) and/or will be a combination of both.

(a) _____ (b) _____ (c) _____

PAST COMMERCIAL PRACTICES

10. State the number of 60-minute segments during the most recent composite week (beginning with the first full clock hour and ending with the last full clock hour of each broadcast day) containing the following amounts of commercial matter.

A. Up to and including 8 minutes _____

B. Over 8 and up to and including 12 minutes _____

C. Over 12 and up to and including 16 minutes _____

D. Over 16 minutes _____

List each segment in category "D" above, specifying the amount of commercial time in the segment, and the day and time of broadcast.

Segment	Amount of Commercial Time in Segment	Day and Time Broadcast

If more space is needed continue in Exhibit No. _____

11. State the number of 60-minute segments in the 6PM-11PM (5PM-10PM Central and Mountain Time) time period during the most recent composite week containing the following amounts of commercial matter.

A. Up to and including 8 minutes _____

B. Over 8 and up to and including 12 minutes _____

C. Over 12 and up to and including 16 minutes _____

D. Over 16 minutes _____

List each segment in category "D" above, specifying the amount of commercial time in the segment, and the day and time broadcast.

Segment	Amount of Commercial Time in Segment	Day and Time Broadcast

If more space is needed continue in Exhibit No. _____

12. A. In the applicant's judgment, does the information supplied in Questions 10 and 11 adequately reflect its commercial practices during the current license period?

Yes _____ No _____

B. If "No", applicant may attach as Exhibit No. _____ such additional material as may be necessary to describe adequately and present fairly its commercial practices.

C. If the applicant's commercial practices for the period covered by Questions 10 and 11 varied substantially from the representations made in the applicant's last renewal application, the applicant may explain in Exhibit No. _____ the variations and the reasons therefor.

PROPOSED COMMERCIAL PRACTICES

13. What is the maximum amount of commercial matter in any 60-minute segment which the applicant proposes normally to allow?

_____

If the applicant proposes to permit this amount to be exceeded at times, state in Exhibit No. _____ under what circumstances and how often this is expected to occur, and the limits that would then apply.

14. What is the maximum amount of commercial matter in any 60-minute segment between the hours of 6PM-11PM (5PM-10PM Central and Mountain Time) which the applicant proposes normally to allow?

_____

If the applicant proposes to permit this amount to be exceeded at times, state in Exhibit No. _____ under what circumstances and how often this is expected to occur, and the limits that would then apply:

15. **CERTIFICATION**

The undersigned is familiar with paragraph 5, Part III, of the General Information to Section IV-B concerning signature requirements and in light of its provisions does hereby:

A. Acknowledge that all the statements made in Section IV-B and the attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as if set out in full in the application form; and

B. Certify that the statements herein are true, complete, and correct to the best of its knowledge and belief and are made in good faith.

SIGNED AND DATED this _____ day of _____, 19____.

_____
(NAME OF LICENSEE)

By: _____
(SIGNATURE)

_____
(PLEASE PRINT NAME OF PERSON SIGNING)

_____
(TITLE)

WILLFUL FALSE STATEMENTS MADE IN THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.

ATTACHMENT A

Attention is invited to the Commission's "Report and Statement of Policy Re: Commission En Banc Programming Inquiry" released July 29, 1960 - FCC 60-970 (25 Federal Register 7291; 20 Pike and Fischer Radio Regulation 1902).

Pursuant to the Communications Act of 1934, as amended, the Commission cannot grant, renew or modify a broadcast authorization unless it makes an affirmative finding that the operation of the station, as proposed, will serve the public interest, convenience and necessity. Programming is of the essence of broadcasting.

A broadcast station's use of a channel for the period authorized is premised on its serving the public. Thus, the public has a legitimate and continuing interest in the program service offered by the station, and it is the duty of all broadcast permittees and licensees to serve as trustees for the public in the operation of their stations. Broadcast permittees and licensees must make positive, diligent and continuing efforts to provide a program schedule designed to serve the needs and interests of the public in the areas to which they transmit an acceptable signal.

In its above-referenced "Policy Statement," the Commission has indicated the general nature of the inquiry which should be made in the planning and devising of a program schedule:

> "Thus we do not intend to guide the licensee along the path of programming; on the contrary, the licensee must find his own path with the guidance of those whom his signal is to serve. We will thus steer clear of the bans of censorship without disregarding the public's vital interest. What we propose will not be served by pre-planned program format submissions accompanied by complimentary references from local citizens. What we propose is documented program submissions prepared as the result of assiduous planning and consultation covering two main areas: first, a canvass of the listening public who will receive the signal and who constitute a definite public interest figure; second, consultation with leaders in community life—public officials, educators, religious (groups), the entertainment media - agriculture, business, labor, professional and eleemosynary organizations, and others who bespeak the interests which make up the community."

Over the years, experience has shown both broadcasters and the Commission that certain recognized elements of broadcast service have frequently been found necessary or desirable to serve the broadcast needs and interests of many communities. In the Policy Statement, referred to above, the Commission set out fourteen such elements. The Commission stated:

> "The major elements usually necessary to meet the public interest, needs and desires of the community in which the station is located as developed by the industry, and recognized by the Commission, have included: (1) Opportunity for Local Self-Expression, (2) The Development and Use of Local Talent (3) Programs for Children, (4) Religious Programs, (5) Educational Programs, (6) Public Affairs Programs, (7) Editorialization by licensees (8) Political Broadcasts, (9) Agricultural Programs, (10) News Programs, (11) Weather and Market Reports, (12) Sports Programs, (13) Service to Minority Groups, (14) Entertainment Programming."

It is emphasized that broadcasters, mindful of the public interest, must assume and discharge responsibility for planning, selecting and supervising all matter broadcast by their stations, whether such matter is produced by them or provided by networks or others. This duty was made clear in the Commission's Policy Statement, page 14, paragraph 3:

> "Broadcasting licensees must assume responsibility for all material which is broadcast through their facilities. This includes all programs and advertising material which they present to the public. With respect to advertising material the licensee has the additional responsibility to take all reasonable measures to eliminate any false, misleading, or deceptive matter and to avoid abuses with respect to the total amount of time devoted to advertising continuity as well as the frequency with which regular programs are interrupted for advertising messages. This duty is personal to the licensee and may not be delegated. He is obligated to bring his positive responsibility affirmatively to bear upon all who have a hand in providing broadcast matter for transmission through his facilities so as to assure the discharge of his duty to provide (an) acceptable program schedule consonant with operating in the public interest in his community. The broadcaster is obligated to make a positive, diligent and continuing effort, in good faith, to determine the tastes, needs and desires of the public in his community and to provide programming to meet those needs and interests. This, again, is a duty personal to the licensee and may not be avoided by delegation of the responsibility to others."

Broadcast Application	FEDERAL COMMUNICATIONS COMMISSION	Section VI
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM	Name of Applicant	
Call letters of station	City and state which station is licensed to serve	

Applicants for construction permit for a new facility, for assignment of license or construction permit or for transfer of control (other than *pro forma* or involuntary assignments and transfers), and applicants for renewal of license who have not previously done so, file equal employment opportunity programs or amendments to those programs in the following exhibit. Existing licensees and permittees at the time of the effective date of this form are not required to file an equal employment opportunity program until filing for renewal of license.

PART I

Submit as Exhibit No.____the applicant's equal employment opportunity program for the station, and its network operation if the applicant operates a network, indicating specific practices to be followed in order to assure equal employment opportunity for Negroes, Orientals, American Indians and Spanish Surnamed Americans in each of the following aspects of employment practice: recruitment, selection, training, placement, promotion, pay, working conditions, demotion, layoff, and termination. The program should reasonably address itself to such specific practices as the following, to the extent they are appropriate in terms of station size, location, etc. A program need not be filed if the station has less than five fulltime employees or if it is in an area where the relevant minorities are represented in such insignificant numbers that a program would not be meaningful. In the latter situation, a statement of explanation should be filed.

1. To assure nondiscrimination in recruiting:

   a. Posting notices in station employment offices informing applicants of their equal employment rights and their right to notify the Federal Communications Commission or other appropriate agency if they believe they have been the victim of discrimination.

   b. Placing a notice in bold type on the employment application informing prospective employees that discrimination because of race, color, religion, national origin, or sex, is prohibited and that they may notify the Federal Communications Commission or other appropriate agency if they believe they have been discriminated against.

   c. Placing employment advertisements in media which have significant circulation among minority-group people in the recruiting area.

   d. Recruiting through schools and colleges with significant minority-group enrollments.

   e. Maintaining systematic contacts with minority and human relations organizations, leaders and spokesmen to encourage referral of qualified minority applicants.

   f. Encouraging present employees to refer minority applicants.

   g. Making known to all recruitment sources that qualified minority members are being sought for consideration whenever the station hires.

2. To assure nondiscrimination in selection and hiring:

   a. Instructing personally those of your staff who make hiring decisions that minority applicants for all jobs are to be considered without discrimination.

   b. Where union agreements exist:

      (1) Cooperating with your unions in the development of programs to assure qualified minority persons of equal opportunity for employment;

      (2) Including an effective nondiscrimination clause in new or re-negotiated union agreements.

   c. Avoiding use of selection techniques or tests which have the effect of discriminating against minority groups.

3. To assure nondiscriminatory placement and promotion:

   a. Instructing personally those of the station staff who make decisions on placement and promotion that minority employees are to be considered without discrimination, and that job areas in which there is little or no minority representation should be reviewed to determine whether this results from discrimination.

   b. Giving minority group employees equal opportunity for positions which lead to higher positions. Inquiring as to the interest and skills of all lower paid employees with respect to any of the higher paid positions, followed by

(CONTINUED ON NEXT PAGE)

assistance, counselling, and effective measures to enable employees with interest and potential to qualify themselves for such positions.

c. Reviewing seniority practices and seniority clauses in union contracts to insure that such practices or clauses are nondiscriminatory and do not have a discriminatory effect.

4. To assure nondiscrimination in other areas of employment practices:

a. Examining rates of pay and fringe benefits for present employees with equivalent duties, and adjusting any inequities found.

b. Advising all qualified employees whenever there is an opportunity to perform overtime work.

PART II

Assignors and transferors other than in the case of *pro forma* or involuntary assignments and transfers, and renewal applicants file the following exhibit:

Submit a report as Exhibit ____ indicating the manner in which the specific practices undertaken pursuant to the station's equal employment opportunity program have been applied and the effect of these practices upon the applications for employment, hiring and promotions of minority group members.

PART III

Assignors, transferors and applicants for renewal file the following exhibit:

Submit as Exhibit ____ a brief description of any complaint which has been filed before any body having competent jurisdiction under Federal, State, territorial or local law, alleging unlawful discrimination in the employment practices of the applicant, including the persons involved, the date of filing, the court or agency, the file number (if any), and the disposition or current status of the matter.

APPENDIX C

Broadcast Renewal Application	Federal Communications Commission	Section II
Renewal Application Engineering Data -- TV Stations	Name of Applicant:	

1. Description of transmitters. Note: Include all transmitter for which applicant seeks renewal of license. If necessary, attach a separate sheet as Exhibit No. ___ describing additional transmitters. State the use for which the transmitter is desired (e.g., main night, alternate main, alternate exciters, alternate final amplifier, and auxiliary). Give the nominal operating power output, in kilowatts, of both visual and aural transmitters as indicated by the operating logs. In accordance with Section 73.689 of the Commission's Rules, power is to be determined by the direct method using a non-inductive load.

	Make	Type No.	Use	Power
Visual				
Aural				
Visual				
Aural				
Visual				
Aural				
Visual				
Aural				

2. Modulation Monitor (Aural Only)

Make	Type No.

3. Have changes been made in the fundamental audio or radio circuits of the transmitter since the previous application for license or renewal of license? Yes No

If "Yes", attach as Exhibit No. ___ a complete explanation.

4. In what respect, if any, does the antenna (e.g., multiplexor, transmission line(s), antenna(s), antenna tower(s), electrical or mechanical beam tilt, and ground system) differ from that described in the last application for license or renewal of license?

5. Attach as Exhibit No. ____ an exact copy of the transmitter operating logs for the seven days comprising the composite week analyzed in Section V of the application. Do not send original logs.

FCC Form 303 RENEWAL APPLICATION ENGINEERING DATA Section II, Page 2

I certify that I am the Technical Director, Chief Engineer or Consulting Engineer for the applicant of the radio station for which this application is submitted and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief. (This signature may be omitted provided the engineer's original signed report of the data from which the information contained herein has been obtained is attached hereto.)

Signature _____

(check appropriate box below)

Date _____

☐ Technical Director ☐ Chief Operator
☐ Registered Professional Engineer
☐ Consulting Engineer

[FR Doc.75-9629 Filed 4-14-75;8:45 am]