

(3) Totaling the results of section 11(b)(2) if there is more than one varietal group;

(4) Multiplying the total production to count (see section 11(c)), of each varietal group if applicable, by its respective price election;

(5) Totaling the results of section 11(b)(4) if there is more than one varietal group;

(6) Subtracting the result of section 11(b)(4) from the result of section 11(b)(2) if there is only one varietal group or subtracting the result of section 11(b)(5) from the result of section 11(b)(3) if there is more than one varietal group; and

(7) Multiplying the result of section 11(b)(6) by your share.

#### For Example

You have a 100 percent share in 50 acres of varietal group A prunes in the unit, with a guarantee of 2.5 tons per acre and a price election of \$630.00 per ton. You are only able to harvest 10.0 tons. Your indemnity would be calculated as follows:

- (1) 50 acres × 2.5 tons = 125.0 ton guarantee;
- (2) 125.0 tons × \$ 630.00 price election = \$78,750.00 value of guarantee;
- (4) 10.0 tons × \$630.00 price election = \$6,300.00 value of production to count;
- (6) \$78,750.00 – \$6,300.00 = \$72,450.00 loss; and
- (7) \$72,450.00 × 100 percent = \$72,450 indemnity payment.

You also have a 100 percent share in 50 acres of varietal group B prunes in the same unit, with a guarantee of 2.0 ton per acre and a price election of \$550.00 per ton. You are only able to harvest 5.0 tons. Your total indemnity for both varietal groups A and B would be calculated as follows:

- (1) 50 acres × 2.5 tons = 125.0 ton guarantee for varietal group A and 50.0 acres × 2.0 tons = 100.0 ton guarantee for varietal group B;
- (2) 125.0 ton guarantee × \$630.00 price election = \$78,750.00 value of guarantee for varietal group A and 100.0 ton guarantee × \$550.00 price election = \$55,000.00 value guarantee for varietal group B;
- (3) \$78,750.00 + \$55,000.00 = \$133,750.00 total value guarantee;
- (4) 10.0 tons × \$630.00 price election = \$6,300.00 value of production to count for varietal group A and 5.0 tons × \$550.00 price election = \$2,750.00 value of production to count for varietal group B;
- (5) \$6,300.00 + \$2,750.00 = \$9,050.00 total value of production to count;
- (6) \$133,750.00 – \$9,050.00 = \$124,700.00 loss; and
- (7) \$124,700.00 loss × 100 percent = \$124,700 indemnity payment.

(c) The total production to count (in tons) from all insurable acreage on the unit will include all harvested and appraised production of natural condition prunes that grade substandard or better and any production that is harvested and intended for use as fresh fruit. The total production to count will include:

- (1) All appraised production as follows:
  - (i) Not less than the production guarantee per acre for acreage:

(A) That is abandoned;

(B) That is sold by direct marketing or sold as fresh fruit if you fail to meet the requirements contained in section 10;

(C) That is damaged solely by uninsured causes; or

(D) For which you fail to provide acceptable production records;

(ii) Production lost due to uninsured causes;

(iii) Unharvested production; and

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

(2) All harvested production from the insurable acreage.

(d) Any prune production harvested for fresh fruit will be converted to a dried prune weight basis by dividing the total amount (in tons) of fresh fruit production by 3.0.

(e) Any production of substandard prunes resulting from damage by insurable causes will be adjusted based on the average size count as indicated on the applicable Dried Fruit Association (DFA) Inspection Report and Certification Form. Any insurable damage will be adjusted by:

(1) Dividing the value per ton of such substandard prunes by the market price per ton for standard prunes (of the same size count); and

(2) Multiplying the result by the number of tons of such prunes.

#### 12. Written Agreements

Terms of this policy which are specifically designated for the use of written agreements may be altered by written agreement in accordance with the following:

(a) You must apply in writing for each written agreement no later than the sales closing date, except as provided in section 12(e);

(b) The application for a written agreement must contain all variable terms of the contract between you and us that will be in effect if the written agreement is not approved;

(c) If approved, the written agreement will include all variable terms of the contract, including, but not limited to, crop type or varietal group, the guarantee, premium rate, and price election;

(d) Each written agreement will only be valid for one year (If the written agreement is not specifically renewed the following year, insurance coverage for subsequent crop years will be in accordance with the printed policy); and

(e) An application for a written agreement submitted after the sales closing date may be approved if, after a physical inspection of the acreage, it is determined that no loss has

occurred and the crop is insurable in accordance with the policy and written agreement provisions.

Signed in Washington, D.C., on October 27, 1997.

**Suzette M. Dittrich,**

*Deputy Manager, Federal Crop Insurance Corporation.*

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## DEPARTMENT OF AGRICULTURE

### Agricultural Research Service

#### 7 CFR Part 500

#### National Arboretum

**AGENCY:** Agricultural Research Service; USDA.

**ACTION:** Final rule; announcement of effective date.

**SUMMARY:** The Department of Agriculture (USDA) established a schedule of fees to be charged for certain uses of the facilities, grounds, and services at the United States National Arboretum (USNA).

**DATES:** Sections 500.22 and 500.23 are effective October 30, 1997.

**FOR FURTHER INFORMATION CONTACT:** Director, National Arboretum, Beltsville Area, ARS, 3501 New York Avenue, NE., Washington, D.C. 20002; (202) 245-4539.

**SUPPLEMENTARY INFORMATION:** On September 3, 1997, the USNA published a final rule adopting a schedule of fees to be charged for certain uses of the facilities, grounds and services of the USNA. See 62 FR 46431, September 3, 1997. The final rulemaking document specified that sections 500.22 and 500.23 of that rule would not become effective until approval by the Office of Management and Budget (OMB) of new information collection requirements contained in those sections. The new information collection requirements were approved by OMB on October 6, 1997. See OMB No. 0518-0024. This publication satisfies the statement in the final rule that the USDA would publish a document notifying the public of the effective date of sections 500.22 and 500.23.

Done at Washington, D.C., this 24th day of October, 1997.

**Edward B. Knipling,**

*Acting Administrator, Agricultural Research Service.*

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