Notices

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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.

AGENCY FOR INTERNATIONAL DEVELOPMENT

Notice of Public Information Collection Requirements Submitted to OMB for Review

SUMMARY: U.S. Agency for International Development (USAID) has submitted the following information collection to OMB for review and clearance under the Paperwork Reduction Act of 1995, Public Law 104–13. Comments regarding this information collection are best assured of having their full effect if received within 30 days of this notification. Comments should be addressed to: Desk Officer for USAID, Office of Information and Regulatory Affairs, Office of Management and Budget (OMB), Washington DC 20503. Copies of submission may be obtained by calling (202) 712–1365.

SUPPLEMENTARY INFORMATION:

OMB Number: OMB 0412–0011.

Form Number: AID 1010–2.

Title: Application for Assistance—American Schools and Hospitals Abroad.

Type of Submission: Renewal of Information Collection.

Purpose: USAID finances grant assistance to U.S. founders or sponsors who apply for grant assistance from ASHA on behalf of their institutions overseas. ASHA is a competitive grants program. The office of ASHA is charged with judging which applicants may be eligible for consideration and receive what amounts of funding for what purposes. To aid in such determination, the office of ASHA has established guidelines as the basis for deciding upon the eligibility of the applicants and the resolution on annual grant awards. These guidelines are published in the **Federal Register**, Doc. 79–36221.

Annual Reporting Burden:

Respondents: 85.

Total annual responses: 85

Total annual hours requested: 1,020 hours.

Dated: August 18, 2003.

Joanne Paskar,

Chief, Information and Records Division, Office of Administrative Services, Bureau for Management.

[FR Doc. 03–22461 Filed 9–3–03; 8:45 am]

BILLING CODE 6116–01—M

DEPARTMENT OF AGRICULTURE

Farm Service Agency

Beginning Farmer and Rancher Land Contract Guarantee Pilot Program—Notice of Funds Availability (NOFA)

AGENCY: Farm Service Agency, USDA.

ACTION: Notice.

SUMMARY: This notice announces the availability of funding to implement the Beginning Farmer and Rancher Land Contract Guarantee Pilot Program as required by section 310 F of the Consolidated Farm and Rural Development Act (Act). This section directs the Secretary to establish a pilot program to provide guarantees of loans made by private sellers of a farm or ranch on a contract land sale basis to qualified beginning farmers or ranchers.

This notice describes the eligibility and application requirements for the pilot program and the criteria that the Farm Service Agency (FSA) will consider in evaluating requests for guarantees under the program. The notice also describes actions that FSA will take if a buyer fails to pay on the contract.

DATES: FSA will begin accepting applications on September 4, 2003. Comments on the information collection associated with this notice must be received on or before November 3, 2003, to be given full consideration.

ADDRESSES: General information and the application form may be obtained from the FSA Web site at *http://www.fsa.usda.gov* or the USDA, FSA office listed in your local telephone directory.

FOR FURTHER INFORMATION CONTACT: Kathy Zeidler, Senior Loan Officer, or Galen VanVleet, Senior Loan Officer, USDA, FSA, Farm Loan Programs Loan Making Division, STOP 0522, 1400 Independence Avenue, SW., Washington, DC 20250–0522; telephone (202) 720–5199; e-mail: *kathy_zeidler@usda.gov* or *galen.vanvleet@usda.gov.* Persons with disabilities who require alternative means for communication (Braille, large print, audio tape, *etc.*) should contact the USDA Target Center at (202) 720–2600 (voice and TDD).

SUPPLEMENTARY INFORMATION:

Executive Order 12372

This program is not subject to the provisions of Executive Order 12372, which requires intergovernmental consultation with State and local officials.

Environmental Review

The environmental impacts of this notice have been considered in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 4321, *et seq.*, the regulations of the Council on Environmental Quality (40 CFR parts 1500–1508), and the FSA regulations for compliance with NEPA, 7 CFR parts 799, and 1940, subpart G. FSA has completed an environmental evaluation and concluded that the notice requires no further environmental review. No extraordinary circumstances or other unforeseeable factors exist which would require preparation of an environmental assessment or environmental impact statement. A copy of the environmental evaluation is available for inspection and review upon request.

Paperwork Reduction Act

A request for emergency clearance of the information collections associated with this notice was submitted to the Office of Management and Budget (OMB) per 5 CFR 1320.13(a)(2)(iii). The Agency's information collection requirements, currently approved under OMB control numbers 0560–0154, 0560–0155, 0560–0166, 0560–0178, and 0575–0147, are not affected by this notice.

In accordance with the Paperwork Reduction Act of 1995, FSA will provide a regular submission of the information collection package to OMB at the end of the comment period announced in this notice:

Title: Beginning Farmer and Rancher Land Contract Guarantee Pilot Program.

OMB Control Number: 0560–NEW.

Type of Request: New Information Collection.

Abstract: The collection of the information required by this notice is necessary to certify that applicants for guarantees (sellers) are eligible to receive benefits. The information will be collected from applicants and prospective buyers in paper form by Agency loan approval officials. The information will be used and evaluated by the loan approval official to determine if the buyer and the sales transaction meet the criteria established by the Agency. The information may be viewed, used, and monitored by other Agency or USDA officials, and may be released in accordance with the Privacy Act or Freedom of Information Act. The information will be collected on an as needed basis. Failure to collect this information may result in persons receiving benefits other than intended program beneficiaries.

Estimate of Burden: Public reporting for this collection of information is estimated to average .75 hours per response.

Respondents: Farms, individuals, and businesses.

Estimated number of respondents: 480.

Estimated number of responses per respondent: 2.6.

Estimated total annual burden on respondents: 857 hours.

Comments are invited on (a) whether the collection of information is necessary for the proper performance of the functions of the Agency, including whether the information will have practical utility; (b) the accuracy of the Agency's estimate of burden; (c) ways to enhance the quality, utility, and clarity of the information to be collected; (d) ways to minimize the burden collection on those who are to respond, including through use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology. These comments should be addressed to Kathy Zeidler, Senior Loan Officer, USDA, FSA, Farm Loan Programs Loan Making Division, STOP 0522, 1400 Independence Avenue, SW., Washington, DC 20250–0522. A comment is best assured of having its full effect if OMB receives it within 60 days of publication of this notice. Comments received after that date will be considered to the extent practicable. All comments received in response to this notice, including names and addresses, will be a matter of public record. Copies of the submission may be obtained from Kathy Zeidler by calling (202) 720–5199.

General Information

During FY 2003–2007 limited funds will be available for the Beginning Farmer and Rancher Land Contract Guarantee Pilot Program. The pilot program will be implemented in the following States: Indiana, North Dakota, Oregon, Pennsylvania, Wisconsin, and Iowa. In each of fiscal years 2003 through 2007, depending on the availability of appropriations, up to five loans made by a private seller of a farm or ranch to a qualified beginning farmer or rancher on a land contract basis will be guaranteed in each of the pilot States. The intent of the pilot program is to determine if land contracts are a viable alternative for facilitating land transfers to beginning farmers and ranchers.

To the extent possible, the underwriting criteria of FSA's guaranteed loan program have been adopted. However, the structure of the loan guarantee under the pilot program is significantly different from FSA's existing guaranteed loan program, which compensates lenders for a percentage of the total loss of principal and interest suffered. Loss claim payments under the existing guaranteed program are made following liquidation of the loan and all collateral. The Beginning Farmer and Rancher Land Contract Guarantee Pilot Program will be structured to provide the seller of the land a ''prompt payment'' guarantee of the sale to the beginning farmer or rancher (buyer). FSA will provide a 10-year guarantee of two amortized annual installments, or an amount up to the total monetary amount of two amortized annual installments, on a land contract (*e.g.*, if a buyer pays only part of an installment over several years, the Agency's guarantee will cover the remainder of the installments up to an amount equal to two amortized annual installments). The guarantee will also cover the amount of two years' taxes and insurance.

In the event that the buyer does not pay an annual installment due on the contract, or pays only part of an installment on the contract, the seller must take immediate action to enforce the terms of the contract and collect the defaulted amount from the buyer. At a minimum, the seller must make written demand on the buyer for payment of the defaulted amount. In the event that the buyer does not pay the defaulted amount within 30 days of the seller's written demand, the seller will make demand upon the Agency to pay the defaulted amount. The Agency will remit payment to the seller via the escrow agent and pursue collection of the defaulted installment amount from the buyer using all available means, including establishing repayment terms and administrative and Department of Treasury offset.

The guarantee will terminate if (1) the contract is paid in full; (2) the Agency pays two annual installments, or the total monetary amount of two installments; (3) the seller fails to seek payment of a defaulted installment from the buyer or does not otherwise enforce the terms of the contract; or (4) the seller terminates the contract. If none of these events occur, the guarantee will automatically terminate 10 years from the effective date of the guarantee.

I. Definitions

Agency is the Farm Service Agency, its employees, and any successor agency.

Annual installment is the total amortized amount of principal and interest due to the seller on a land contract every 12 months.

Beginning farmer or rancher is an individual or entity who:

(a) Has not operated a farm or ranch or who has operated a farm or ranch for not more than 10 years. This requirement also applies to all entity members;

(b) will materially and substantially participate in the operation of the farm or ranch.

(c) In the case of a loan made to an individual, individually or with the immediate family, material and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located.

(d) In the case of a loan to an entity, all members must materially and substantially participate in the operation of the farm or ranch. Material and substantial participation requires that the members provide some amount of the management, or labor and management, necessary for day-to-day activities, such that if the members did not provide these inputs, operation of the farm or ranch would be seriously impaired;

(e) agrees to participate in any loan assessment and financial management programs required by the Agency;

(f) does not own real farm or ranch property or who, directly or through interests in family farm entities, own real farm or ranch property, the aggregate acreage of which does not exceed 30 percent of the average farm or ranch acreage of the farms or ranches in the county where the property is located. If the farm is located in more than one county, the average farm acreage of the county where the buyer's residence is located will be used in the calculation. If the buyer's residence is not located on the farm, or if the buyer is an entity, the average farm acreage of the county where the major portion of the farm is located will be used. The average county farm or ranch acreage will be determined from the most recent Census of Agriculture;

(g) demonstrates that the available resources of the buyer and spouse (if any) are not sufficient to enable the buyer to enter or continue farming or ranching on a viable scale;

(h) in the case of an entity, all the members are related by blood or marriage and all of the stockholders in a corporation are qualified beginning farmers or ranchers.

Buyer is an individual or entity who is participating in the Beginning Farmer and Rancher Land Contract Guarantee Pilot Program in order to purchase a farm or ranch on land contract.

Cash flow budget is a projection listing all anticipated cash inflows (including all farm income, nonfarm income and all loan advances) and all cash outflows (including all farm and nonfarm debt service and other expenses) to be incurred by the buyer during the period of the budget. A cash flow budget may be completed either for a 12-month period or a typical production cycle, as appropriate.

Entity is a cooperative, corporation, partnership, joint operation, trust, or limited liability company.

Escrow agent is a bonded commercial lending institution, registered and authorized to provide escrow collection services in the State in which the real estate is located, that handles financial transactions between the buyer and seller, *e.g.*, a bank.

Family farm is a farm which produces agricultural commodities for sale in sufficient quantities so that it is recognized in the community as a farm rather than a rural residence; provides enough agricultural income by itself, including rented land, or together with any other dependable income, to enable the buyer to pay necessary family living and farm operating expenses, maintain essential chattel and real property, and pay debts; is managed by the buyer or the buyer's entity members; has a substantial amount of the labor requirement for the farm provided by the buyer and the buyer's immediate family or the entity members and their immediate families; and may use a reasonable amount of full-time hired labor and seasonal labor during peak load periods.

Feasible plan is a cash flow budget that indicates that there is sufficient cash inflow to pay all cash outflow each year during the term of the contract.

Land contract is an installment contract drawn between a buyer and a seller for the sale of real property, in which complete fee title ownership of the property is not transferred until all payments under the contract have been made.

Participated in the business operations of a farm or ranch means that the buyer has:

(a) Been the owner, manager or operator of a farm business for the year's complete production and marketing cycle as evidenced by tax returns, FSA farm records or similar documentation;

(b) been employed as a farm manager or farm management consultant for the year's complete production and marketing cycle; or

(c) participated in the operation of a farm by virtue of being raised on a farm or worked on a farm with significant responsibility for the day-to-day decisions for the year's complete production and marketing cycle.

Pilot State is any of the six States participating in the Beginning Farmer and Rancher Land Contract Guarantee Pilot Program. Those States are Indiana, Iowa, North Dakota, Oregon, Pennsylvania, and Wisconsin.

Seller is an individual or entity who applies for a guarantee under the Beginning Farmer and Rancher Land Contract Guarantee Pilot Program in order to sell a farm or ranch on land contract in a pilot State.

United States is the United States itself, each of the several States, the Commonwealth of Puerto Rico, the Virgin Islands of the United States, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

II. Appeals

Buyers and sellers can appeal adverse decisions made by the Agency in accordance with 7 CFR part 11.

III. Application

(a) Sellers who contact FSA with an interest in a guarantee under the pilot program will be sent a letter outlining specific program details and benefits. To formally request a guarantee on their proposed land contract, sellers must sign and date this letter and return it to FSA. The signed and dated letter will be considered the seller's application for guarantee. FSA also may require the seller to submit other information necessary to process the guarantee.

(b) The prospective buyer must submit the following items to FSA:

(1) A completed form FSA–1980–25, ''Application for Guarantee.''

(2) A brief written description of the buyer's farm training and/or experience.

(3) Income tax or other financial records acceptable to FSA from the past three years.

(4) Three years of production history immediately preceding the year of application, or the number of years available if the applicant has been farming less than three years.

(5) A brief written description of the proposed operation.

(6) Verification of off-farm employment and other non-farm income, if any. This will be required only when the buyer is relying on off-farm income to develop a feasible plan.

(7) Projected production, income and expenses, financial statement, and plan of operation, which may be submitted on Form FSA–431–2, ''Farm and Home Plan,'' or other similar plan of operation acceptable to FSA. The buyer may request Agency assistance in completing the plan.

(8) Applicable items required in 7 CFR part 1940, subpart G or its successor regulation.

(9) A copy of the proposed land contract to be entered into with the seller.

(10) Form FSA–440–32, ''Request for Statement of Debts and Collateral,'' or similar documentation, for all debts in excess of $1000.00.

(11) A credit report fee.

(12) Entity applicants must submit additional information for each entity member. The application must contain each entity member's name, address, Social Security number, percent ownership interest in the entity, and a current balance sheet.

(13) Any other documents required by the Agency and needed to process the application.

(c) If the buyer or seller propose to use a particular escrow agent for the land contract sale, they will provide the agent's name, address, and telephone number to the Agency.

(d) All forms listed are available at any FSA office or on the FSA Web site at *http://www.fsa.usda.gov.* The Agency will not consider an application complete until all required information is received from both the seller and the prospective buyer. The Agency will assist the buyer, when necessary, in completing the required FSA forms.

IV. Eligibility

(a) Buyers must meet the following requirements to be eligible:

(1) The buyer must be a beginning farmer or rancher and must be the owner and operator of a family farm after the contract is completed. See paragraph IV. (b) for owner and operator requirements for entity buyers.

(2) The buyer must have participated in the business operations of a farm or ranch for at least three years.

(3) The buyer and anyone who will execute the Loan Payment Guarantee Agreement and Contract Modification

(Agreement) as the buyer cannot have caused the Agency a loss by receiving debt forgiveness on more than three occasions on or prior to April 4, 1996, or on any occasion after April 4, 1996, on all or a portion of any direct or guaranteed loan made under the authority of the CONACT as amended, by debt write-down or write-off; compromise, adjustment, reduction, or charge-off under the provisions of section 331 of the CONACT; discharge in bankruptcy; or through payment of a guaranteed loss claim.

(4) When the guarantee is issued, the buyer and anyone who will execute the Agreement as the buyer must not be delinquent on any Federal debt, other than a debt under the Internal Revenue Code of 1986, nor be a Federal judgment debtor on a non-tax debt.

(5) The buyer must be a citizen of the United States, United States non-citizen national, or a qualified alien under applicable Federal immigration laws. If the buyer is an entity, the majority of the entity must be owned by members meeting the citizenship test.

(6) The buyer and anyone who will execute the Agreement as the buyer must possess the legal capacity to enter into a legally binding agreement.

(7) The buyer, in past or present dealings with the Agency, must not have provided the Agency with false or misleading documents or statements.

(8) The buyer and anyone who will execute the Agreement as the buyer must not have been convicted of planting, cultivating, growing, producing, harvesting, or storing a controlled substance under Federal or State law within the last five crop years. ''Controlled substance'' is defined at 21 CFR 1308. Buyers must certify on the application that the buyer has not been convicted of such a crime within the relevant period.

(9) The buyer and anyone who will execute the Agreement as the buyer must have an acceptable credit history demonstrated by satisfactory debt repayment. A history of failures to repay past debts as they came due (including debts to the Internal Revenue Service) when the ability to repay was within their control will demonstrate an unacceptable credit history. Unacceptable credit history will not include isolated instances of late payments (which do not represent a pattern and were clearly beyond their control) or the lack of a credit history.

(10) The buyer must be unable to obtain sufficient credit elsewhere without a guarantee to finance actual needs at reasonable rates and terms.

(b) For entity buyers, the following additional eligibility criteria apply:

(1) The collective ownership interest of all entity members may exceed the family farm definition limits only if all of the entity members are related by blood or marriage, all of the entity members are or will be operators of the farm, and the majority interest holders meet the above requirements relating to citizenship, false or misleading information, credit history, and operation and ownership of the farm or ranch.

(2) Each entity member's ownership interest may not exceed the family farm definition.

(3) The entity must be controlled by farmers or ranchers engaged primarily and directly in farming or ranching in the United States after the guarantee is issued; and

(4) The entity members can not be entities themselves.

(5) The entity must be authorized to own and operate a farm in the State(s) in which the farm is located.

(6) If the entity members holding a majority interest are related by blood or marriage, at least one member of the entity also must operate the family farm and at least one member of the entity must own the family farm.

(7) If the entity members holding a majority interest are not related by blood or marriage, the entity members holding a majority interest must operate the family farm and entity members holding a majority interest or the entity must own the family farm.

V. Financial Feasibility

(a) The proposed operation described on Form FSA–431–2 or similar plan acceptable to FSA must project a feasible plan. The projected income and expenses of the buyer and operation used to determine a feasible plan must be based on the buyer's proven record of production and financial management. For those farmers without a proven history, a combination of any actual history and any other reliable source of information which is agreeable to the buyer and the Agency will be used. The cash flow budget analyzed to determine a feasible plan must represent the projected cash flow of the operating cycle for the farm or ranch operation.

(b) The buyer must use the best sources of information available for estimating production when developing cash flow budgets. Deviations from historical performance may be acceptable, if the deviations are the direct result of specific changes in the operation, are reasonable, adequately justified, and acceptable to the Agency. For existing farmers, actual production for the past three years will be utilized. For those farmers without a proven history, a combination of any actual history and any other reliable source of information that is agreeable to the buyer and the Agency will be used. When the production of a growing commodity can be estimated, it must be considered when projecting yields.

(c) When the buyer's production history has been so severely affected by a declared disaster that an accurate projection cannot be made, the following applies:

(1) County average yields are used for the disaster year if the buyer's disaster year yields are less than the county average yields. If county average yields are not available, State average yields are used. Adjustments can be made, provided there is factual evidence to demonstrate that the yield used in the farm plan is the most probable to be realized.

(2) To calculate a historical yield, the crop year with the lowest actual or county average yield may be excluded, provided the buyer's yields were affected by disasters at least two of the previous five consecutive years.

(d) Buyers must use price forecasts that are reasonable, defensible, and historically supportable. Sources must be documented by the buyer and be acceptable to the Agency. When a feasible plan depends on income from other sources in addition to income from owned land, the income must be dependable and likely to continue throughout the term of the guarantee.

VI. Eligible Purpose

The guarantee may only be used for financing the purchase of a farm or ranch on a land contract basis. The farm or ranch land to be purchased must be located in a pilot State. Guarantees will only be provided on new contracts. Existing contracts are not eligible for a guarantee under the pilot program.

VII. Maximum Purchase Price

(a) The purchase price of the farm or ranch to be acquired cannot exceed the lesser of:

(1) $500,000 and

(2) its current market value as determined by Agency appraisal or estimate.

(b) The buyer must provide a cash downpayment of at least five percent of the purchase price of the farm or ranch being acquired on land contract.

VIII. Maximum Payment and Term of Guarantee

The guarantee will be in effect for 10 years commencing with its stated effective date. The guarantee will cover two amortized annual installments, or an amount up to the total monetary amount of two amortized annual installments, on the land contract. The guarantee will also cover the amount of two years of taxes and insurance. Under no circumstance will the amount outstanding to the Agency be more than the amount of two amortized annual installments, plus two years of real estate taxes and hazard insurance.

IX. Loan Rates and Terms

The interest rate charged by the seller for the 10-year term of the guarantee must be fixed at a rate not to exceed FSA's direct farm ownership (FO) loan interest rate in effect at the time the guarantee is issued, plus three percentage points (Interest rates are available in any FSA office). The seller and buyer may renegotiate the interest rate for the remaining term of the contract following expiration of the guarantee. The contract payments must be amortized for a minimum of 20 years. Balloon payments are prohibited during the 10-year term of the guarantee, and payments on the contract must be of equal amounts during the term of the guarantee.

X. Appraisal Requirements

The Agency may require an appraisal prior to, or as a condition of, approval of the guarantee. Any such appraisal will be obtained at the Agency's sole option and expense.

XI. Requesting Title Service

The buyer will obtain title clearance as provided in 7 CFR part 1927, subpart B, or its successor regulation prior to contract settlement and issuance of the guarantee.

XII. Environmental Compliance

The environmental and historic preservation requirements contained in 7 CFR part 1940, subpart G or its successor regulation must be met prior to approval of any guarantee request.

XIII. Processing and Approving Applications and Executing the Guarantee

(a) Requests for guarantee will be processed based on the date the Agency receives a complete application as defined above. Each pilot State may approve up to five loan guarantees each fiscal year of the pilot program. Approval is also subject to the availability of guaranteed FO loan funds and the participation of an approved escrow agent.

(b) After a request for guarantee is approved, all parties to the guarantee (buyer, seller, escrow agent, and the Agency) will execute the Loan Payment Guarantee Agreement and Contract Modification. This Agreement will describe the conditions of the guarantee and the process for payment of claims. It will also outline the covenants and agreements of the buyer, seller, escrow agent, and the Agency.

XIV. Escrow Agent Responsibilities

Use of a third party escrow agent approved by the Agency is required. The buyer or seller, as applicable, will provide the Agency a copy of any escrow agreement executed by the parties. The escrow agent will:

(a) handle transactions relating to the land contract between the buyer and seller;

(b) receive contract installments and remit them to the seller;

(c) notify FSA and the seller in the event of default by the buyer;

(d) remit to the seller any defaulted installment amount paid by the Agency under the guarantee;

(e) notify FSA and the seller semi-annually of the outstanding balance on the contract and the status of payment;

(f) send a notice of payment due to the buyer at least 30 days prior to the installment due date; and

(g) perform other duties as required by State law and as agreed to by the buyer and the seller.

XV. Routine Servicing and Contract Modification

(a) At the Agency's request, the buyer will supply the Agency with a current balance sheet, income statement, cash flow budget, and any additional information needed to analyze the buyer's financial condition annually.

(b) With the Agency's prior written approval, the seller and buyer may modify the land contract provided that, in addition to a feasible plan for the upcoming operating cycle, a feasible plan can be reasonably projected throughout the remaining term of the guarantee. If a contract is modified, the seller must provide the Agency and escrow agent with a copy of the revised contract.

XVI. Collection of Defaulted Installment Amounts

If the buyer fails to pay an annual amortized installment on the contract, or a portion of an installment on the contract, the escrow agent will notify the seller and the Agency in writing of the default. The seller must then take immediate action to enforce the terms of the contract and collect the defaulted amount from the buyer. At a minimum, the seller must make written demand on the buyer for payment of the defaulted amount, with a copy of the demand letter to the Agency. In the event that the buyer does not pay the defaulted amount within 30 days of the seller's written demand, the seller will make demand upon the Agency to pay the defaulted amount. The seller must make written demand upon the Agency within 90 days from the date the amount was due.

XVII. Delinquent Servicing

(a) When FSA has made a payment under this guarantee on behalf of the buyer, the amount paid will become immediately due and payable by the buyer. The unpaid balance of the amount paid on behalf of the buyer will bear interest from the date of advance by the Agency at the established Farm Loan Programs Nonprogram Credit Sales Real Property loan rate (available in any FSA office) in effect at that time. The Agency will notify the buyer of the available options for repaying the debt. At the Agency's discretion, a missed or partially missed amortized contract installment, delinquent real estate taxes, or insurance payments may be structured to be repaid consistent with the buyer's repayment ability not to exceed 7 years, or the termination date of the guarantee, whichever occurs first. Before any repayment plan can be approved, the buyer must provide the Agency with the best lien obtainable on all of the buyer's assets, including the buyer's interest in the real estate under contract. When the buyer is an entity, the best lien obtainable will be taken on all of the entity's assets, and all assets owned by the members of the entity, including their interest in the real estate under contract.

(b) Any amounts paid by the Agency on account of liabilities of the buyer will constitute a Federal debt owing to the Agency that is immediately due and payable by the buyer. If the debt is not restructured into a repayment plan or the delinquency otherwise cured, the Agency may use all remedies available to it, including offset under the Debt Collection Improvement Act of 1996, to collect the debt from the buyer.

(c) Buyers with an Agency-approved repayment plan will supply the Agency, upon request, with a current balance sheet, income statement, cash flow budget, complete copy of their Federal income tax returns, and any additional information needed to analyze the buyer's financial condition annually.

(d) If the buyer fails to perform under an Agency-approved repayment plan, the debt will be treated as a non-program loan debt, and servicing will proceed in accordance with 7 CFR 1951 section 1951.468, or its successor regulation. In such case, the Agency may use all remedies available to it, including offset under the Debt Collection Improvement Act of 1996, to collect the debt from the buyer.

XVIII. Terminating the Guarantee

The guarantee and the Agency's obligations under it will terminate under the following circumstances:

(a) Full payment of the land contract;

(b) payment by the Agency of two annual installments on the contract, or an amount equal to two annual installments, if not repaid in full by the buyer. (An Agency-approved repayment plan will not constitute payment in full until such time as the entire amount due under the Agency-approved repayment plan is paid in full);

(c) the seller fails to seek payment of a delinquent installment from the buyer or otherwise does not enforce the terms of the land contract; or

(d) the seller terminates the land contract.

If none of these events occur, the guarantee will automatically terminate, without notice, 10 years from the effective date of the guarantee.

Signed in Washington, DC, on August 15, 2003.

James R. Little,

Administrator, Farm Service Agency.

[FR Doc. 03–22519 Filed 9–3–03; 8:45 am]

BILLING CODE 3410–05–P

DEPARTMENT OF AGRICULTURE

Forest Service

Special Use Permits for Outfitter and Guide Operations on the Lower Rogue and Lower Illinois Rivers, Siskiyou National Forest, Curry County, OR

AGENCY: Forest Service, USDA.

ACTION: Notice of intent to prepare an environmental impact statement.

SUMMARY: The USDA Forest Service will prepare an environmental impact statement (EIS) to disclose the environmental effects of reissuing 63 special use permits for outfitter and guide operations on the lower Rogue River from Lobster Creek to the pool below Blossom Bar Rapids and the lower Illinois River from the confluence with the Rogue River to the mouth of Nancy Creek. The types of special use activities on the Rogue River include: commercial tour boats offering scenic trips and transport of guests to lodges in the Wild Section; fishing guides using both float craft and motorboats; livery services transporting people and freight or offering scenic trips; whitewater motorboat training; half-day float trips from Foster Bar to Agness; and commercial transport of lodge guests from Foster Bar to Paradise Lodge. On the Illinois River, the type of commercial activity is guided fishing. As a connected action, there is also a need to issue or reissue special use permits for the docks of the three commercial lodges in the Wild Section of the Rogue River.

DATES: Comments concerning the scope of this analysis should be received by October 3, 2003.

ADDRESSES: Send written comments to John Borton, District Ranger, Gold Beach Ranger District, Siskiyou National Forest, 29279 Ellensburg, Gold Beach, OR 97444, Fax (541) 247–3617, e-mail: *comments-pacificnorthwest-siskiyou-chetco-goldbeach@fs.fed.us.*

FOR FURTHER INFORMATION CONTACT: Bill Blackwell, District Recreation, Lands and Minerals Staff, Gold Beach Ranger District, (541) 247–3600.

SUPPLEMENTARY INFORMATION: The Rogue River was designated a Wild and Scenic River by Congress in 1968. For the portion of the river where the outfitters and guides operate, the river is classified as either Recreational or Scenic from Lobster Creek to Watson Creek (approximately 24 river miles), and Wild from Watson Creek to the pool below Blossom Bar Rapids (approximately 10 river miles). The Illinois River was designated Wild and Scenic in 1984 and is classified as Recreational from its confluence with the Rogue River upstream to the mouth of Nancy Creek.

Commercial fishing guides using motorboats and tour boats offering scenic trips started in the late 1920s and early 1930s. The number of guides and trips increased in the post-World War II era. The invention of hydro-jet powered motorboats in 1958 allowed boats to navigate the river during low summer flows. As the population has increased over the years, all types of recreational float craft and motorboat use has also increased. Today, thousands of people visit the Rogue River each year. The Rogue is internationally renowned for its fishing, and commercial fishing guides provide a recreational service to people who visit the area. The scenery of the Rogue is also internationally known, and each year thousands of people enjoy the recreational experience of riding on the tour boats that travel up the river.

In 1959, the Oregon State Marine Board was given responsibility to establish and administer boating regulations in the State of Oregon. In the 1970s, due to the increased amount of boating in the Wild Section of the Rogue River, the Marine Board, in cooperation with the Bureau of Land Management and the Forest Service, introduced a permit system to help limit the amount of use in the Wild Section. In 1974, the Marine Board eliminated motorboat use from the pool below Blossom Bar Rapids upstream to Grave Creek between May 15 and November 15. In 1976, after much public comment, the Marine Board limited commercial motorboats in the Wild Section from Watson Creek to the pool below Blossom Bar Rapids between May 15 and November 15 to current permittees and at the use level that existed as of January 15, 1976.

In 1979, the Forest Service first started requiring permits for commercial motorboat activities in the Wild Section of the Rogue River. In 1981, a Forest Service permit was required for any commercial motorboat or float craft activity from Lobster Creek to Watson Creek as well as in the Wild Section. In 1984, the Marine Board decided to re-evaluate its role in the motorboat permit system and begin to solicit public comment. In 1986, the Gold Beach District Ranger wrote to the Marine Board and stated that the Forest Service would continue to administer the motorboat limits and regulations in the Wild Section as the Marine Board had done, with only minor variations. Later that year, the Marine Board decided to repeal their rules, consolidating the motorboat permit system with the Forest Service. The Forest Service continued to issue permits to the tour boats, fishing guides, livery services, and other uses for the same number of trips that had been issued previously by the Marine Board.

In 1995, the Forest Service limited the number of fishing guides in the Lobster Creek to Watson Creek area to those that were currently under permit. These permits allowed use any time of the year, but they could only be used by the permittees and there could be no employees operating under that permit. Also in 1995, the Forest Service limited the number of trips by the tour boats from Lobster Creek to Watson Creek, based on the season of year: shoulder-season (May 1 to June 15 and the day after Labor Day to October 31), main-season (June 16 to Labor Day), and off-season (November 1 to April 30).

Prior to 1999, some guides who operated under permits issued by Bureau of Land Management and jointly administered by the Bureau of Land Management and the Forest Service would guide fishing trips entirely on the National Forest portion of the river. The language in these special use permits stated the outfitter and guide use was for the Rogue River from the Applegate