

Agency (36 F.R. 1228), section 420.200 is amended by inserting "(from preharvest and postharvest application)" after the word nectarines in the paragraph beginning "20 parts per million" * * * as follows:

§ 420.200 2,6-Dichloro-4-nitroaniline; tolerances for residues.

20 parts per million in or on apricots, nectarines (from preharvest and postharvest application) * * *

Any person who will be adversely affected by the foregoing order may at any time within 30 days after its date of publication in the FEDERAL REGISTER file with the Objections Clerk, Environmental Protection Agency, 1626 K Street NW., Washington, D.C. 20460, written objections thereto in quintuplicate. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof.

Effective date. This order shall become effective on its date of publication in the FEDERAL REGISTER (5-6-71).

(Sec. 408(d)(2), 68 Stat. 512; 21 U.S.C. 346a (d)(2))

Dated: April 30, 1971.

R. E. JOHNSON,
Acting Commissioner,
Pesticides Office.

[FR Doc.71-6338 Filed 5-5-71;8:47 am]

Title 36—PARKS, FORESTS, AND MEMORIALS

Chapter III—Corps of Engineers, Department of the Army

PART 326—PUBLIC USE OF CERTAIN NAVIGABLE LAKE AND RESERVOIR AREAS

In view of the increasing visitor use at water resource projects, and the changing patterns of recreation activities, it is necessary to revise Part 326 in considerable detail to accommodate visitors in a more orderly manner. In view thereof, the amendment to Chapter III is designed to include additional new lakes and reservoirs and to provide for greater public protection and enjoyment of the recreation resource.

Part 326 of Chapter III of Title 36 of the Code of Federal Regulations is reclassified and republished as set forth below:

Sec.
326.0 Determination of the Secretary.
326.1 Areas covered.
326.2 Boats, commercial.

Sec.
326.3 Boats and other vessels, private.
326.4 Mooring, care, and sanitation of boats and floating facilities.
326.5 Swimming and bathing.
326.6 Hunting and fishing.
326.7 Camping.
326.8 Picnicking.
326.9 Access to water areas.
326.10 Destruction of public property.
326.11 Firearms, explosives, fireworks and weapons of all kinds.
326.12 Gasoline and oil storage.
326.13 Sanitation.
326.14 Advertisements.
326.15 Unauthorized solicitations and business activities.
326.16 Commercial operations.
326.17 Recreational activity programs.
326.18 Abandonment of personal property.
326.19 Discriminatory practices prohibited.
326.20 Control of horses, dogs, cats, and pets.
326.21 Visiting hours.
326.22 Noise levels.
326.23 Vehicles.

AUTHORITY: The provisions of this Part 326 issued under sec. 4, 58 Stat. 889, as amended; 16 U.S.C. 460d.

§ 326.0 Determination of the Secretary.

(a) The Secretary of the Army having determined that the use of certain navigable lake and reservoir areas by the general public for boating, swimming, bathing, fishing, and other recreational purposes will not be contrary to the public interest and will not be inconsistent with the operation and maintenance of the lakes or reservoir for their primary purposes, hereby prescribes the following rules and regulations pursuant to the provision of section 4 of the Act of Congress approved December 22, 1944, as amended, for the public use of certain navigable lake and reservoir areas.

(b) Such public use is also subject to applicable State, local, and other Federal laws and regulations.

§ 326.1 Areas covered.

(a) The regulations contained in this part shall be applicable to lands of certain navigable lakes and reservoirs formed by locks and dams excluding the lock sites therein, under the jurisdiction of the Department of the Army and to access and use of the lake or reservoir from such lands.

(b) The areas covered by this part are:

Alabama
Columbia Lock and Dam Area, Chattahoochee River.
Demopolis Lock and Dam Area, Black Warrior and Tombigbee Rivers.
Jackson Lock and Dam Area, Black Warrior and Tombigbee Rivers.
Walter F. George Lock and Dam Area, Chattahoochee River.
Warrior Lock and Dam Area, Black Warrior River.

Arkansas
Lock and Dam 13 Area, Arkansas River.
Ozark Lock and Dam Area, Arkansas River.
Dardanelle Lock and Dam—Lake Dardanelle Area, Arkansas River.
Lock and Dam 9 Area, Arkansas River.
Suck Ferry Lock and Dam Area, Arkansas River.
Murray Lock and Dam Area, Arkansas River.
David D. Terry Lock and Dam—David D. Terry Lake Area, Arkansas River.
Lock and Dam 5 Area, Arkansas River.
Lock and Dam 4 Area, Arkansas River.

Lock and Dam 3 Area, Arkansas River.
Lock and Dam 2 Area, Arkansas River.
Norrell Lock and Dam Area, Arkansas River.

Florida
Jim Woodruff Lock and Dam—Lake Seminole Area, Apalachicola River.

Georgia
Columbia Lock and Dam Area, Chattahoochee River.
Jim Woodruff Lock and Dam—Lake Seminole Area, Apalachicola River.

Kentucky
Barkley Dam and Lake Barkley Area, Cumberland River.

Oklahoma
Webbers Falls Lock and Dam Area, Arkansas River.
Robert S. Kerr Lock and Dam and Reservoir Area, Arkansas River.
W. D. Mayo Lock and Dam Area, Arkansas River.
Lock and Dam 13 Area, Arkansas River.
Chouteau Lock and Dam Area, Verdigris River.
Newt Graham Lock and Dam—Newt Graham Lake Area, Verdigris River.

Oregon
John Day Lock and Dam Area, Columbia River.
McNary Lock and Dam Area, Columbia River.
The Dalles Dam Area, Columbia River.

Tennessee
Barkley Dam and Lake Barkley Area, Cumberland River.
Cheatham Lock and Dam Area, Cumberland River.
Old Hickory Lock and Dam Area, Cumberland River.

Washington
Ice Harbor Lock and Dam Area, Snake River.
John Day Lock and Dam Area, Columbia River.
Lower Monumental Lock and Dam Area, Snake River.
McNary Lock and Dam Area, Columbia River.
The Dalles Dam Area, Columbia River.

(c) In those portions of the lake or reservoirs area which are now or which hereafter are managed by other governmental agencies (including State, county, and municipal) pursuant to leases or licenses granted by the Department of the Army, such agencies may make and enforce such rules and regulations as are necessary, and within their legal authority.

§ 326.2 Boats, commercial.

(a) No boat, barge, or other vessel shall be placed upon or operated upon any water of the lake or reservoir for a fee or profit, either as a direct charge to a second party, or as an incident to other services provided to a second party, except as specifically authorized by lease, license, or concession contract with the Department of the Army, or except for commercial navigation on a lake or reservoir which is navigable by law.

(b) All such watercraft authorized for commercial service, including rental units, shall have the maximum passenger carrying capacity (number of persons authorized by State and local law and/or in the absence thereof by ratings figured on outboard Boating Club manufacturers rating) plainly posted in a conspicuous place inside the watercraft.

§ 326.3 Boats and other vessels, private.

(a) The operation of boats, houseboats, cabin cruisers, and other vessels

on the lake or reservoir for fishing and recreational use is permitted except in prohibited areas as contained in regulations in this part and designated by the District Engineer in charge of the project.

(b) Except for the lakes and reservoirs listed in this paragraph, a permit is required from the District Engineer or his authorized representative for placing and operating any vessel not exceeding 16 feet in length on the lake or reservoir for a period longer than 3 days, unless the boat or other vessel is registered and displays a valid State or U.S. Coast Guard number. No charge will be made for this permit. The permit shall be kept aboard the vessel at all times that the vessel is in operation on the lake or reservoir. The District Engineer in charge of the area or his authorized representative shall have authority to revoke the permit and to require removal of the vessel upon failure of the permittee to comply with the terms and conditions of the permit or with the regulations of this part.

Arkansas

Lock and Dam 13 Area, Arkansas River.
Ozark Lock and Dam Area, Arkansas River.
Dardanelle Lock and Dam—Lake Dardanelle Area, Arkansas River.
Lock and Dam 9 Area, Arkansas River.
Suck Ferry Lock and Dam Area, Arkansas River.
Murray Lock and Dam Area, Arkansas River.
David D. Terry Lock and Dam—David D. Terry Lake Area, Arkansas River.
Lock and Dam 5 Area, Arkansas River.
Lock and Dam 4 Area, Arkansas River.
Lock and Dam 3 Area, Arkansas River.
Lock and Dam 2 Area, Arkansas River.
Norrell Lock and Dam Area, Arkansas River.

Kentucky

Barkley Dam and Lake Barkley Area, Cumberland River.

Oklahoma

Newt Graham Lock and Dam—Newt Graham Lake Area, Verdigris River.
Chouteau Lock and Dam Area, Verdigris River.
Webbers Falls Lock and Dam Area, Arkansas River.
Robert S. Kerr Lock and Dam and Reservoir Area, Arkansas River.
W. D. Mayo Lock and Dam Area, Arkansas River.
Lock and Dam 13 Area, Arkansas River.

Oregon

John Day Lock and Dam Area, Columbia River.
McNary Lock and Dam Area, Columbia River.
The Dalles Dam Area, Columbia River.

Tennessee

Barkley Dam and Lake Barkley Area, Cumberland River.
Cheatham Lock and Dam Area, Cumberland River.
Old Hickory Lock and Dam Area, Cumberland River.

Washington

Ice Harbor Lock and Dam Area, Snake River.
John Day Lock and Dam Area, Columbia River.
Lower Monumental Lock and Dam Area, Snake River.
McNary Lock and Dam Area, Columbia River.
The Dalles Dam Area, Columbia River.

(c) Unsafe boats or other vessels will not be permitted on the lake or reservoir. The District Engineer may require the applicant for a permit to furnish the construction plans and other information pertaining to the construction and equipment of the boat or other vessel prior to issuing a permit for its operation on the lake or reservoir. All boats permitted on the lake or reservoir shall be equipped for safe operation and operated in a safe manner in accordance with instructions issued by the District Engineer. These instructions may provide that the operation of speed boats and water skiing activities shall be confined to areas of water designated by the District Engineer for such activities.

(d) Houseboats, cabin cruisers, and other vessels may be placed and operated on the lakes and reservoirs, except that such a facility shall not be utilized for human habitation at a fixed or permanent mooring point and if equipped with toilets and galley shall not be placed on lakes and reservoirs with small permanent pools, or where prohibited by State and/or local laws and regulations. Such vessels may be barred from other lakes and reservoirs by the District Engineer with the concurrence of the Chief of Engineers in those lakes and reservoirs in which the waters thereof are used for domestic water supply when the District Engineer determines that such use is contrary to the public health and safety.

§ 326.4 Mooring, care, and sanitation of boats and floating facilities.

(a) All boats or other vessels when not in actual use must be either removed from the lake or reservoir, securely moored at authorized docks or boat-houses where supervision by the owner or his representative is provided on a 24-hour-day basis or placed in the care of a marina concessionaire, State, or local managing agency or other party authorized to care for floating equipment on a 24-hour-day basis.

(b) All boats, barges, and other vessels or floating facilities will be moored only in locations designated by the District Engineer or his designated representative. All floating or stationary mooring facilities will be constructed in accordance with approved plans and specifications and will require a permit, lease, or license approved by the District Engineer or his designated representative. He shall have authority to revoke such permits, leases, or licenses and require removal of the facility for failure of the permittee, lessee, or licensee to comply with the terms and conditions of the permit, lease, or license or with the regulations in this part.

(c) The discharge of sewage, garbage, or other pollutants in the waters of the lake or reservoir from any boat, barge, or other vessel on the reservoir is prohibited except in accordance with regulations of the Environmental Protection Agency, State, and local health agencies permitting such discharge when underway in deep waters other than embayments. All such pollutants shall be deposited ashore

at places designated for such deposit and disposal.

§ 326.5 Swimming and bathing.

Swimming and bathing are permitted except in prohibited areas designated by the District Engineer or State and local health authorities.

§ 326.6 Hunting and fishing.

(a) Hunting, fishing, and trapping are permitted in accordance with all applicable Federal, State, and local laws for the protection of fish and game except in prohibited areas including the following:

- (1) Public access, park, and recreation areas in which all hunting is prohibited;
- (2) Prohibited areas designated by the District Engineer in which hunting or fishing or both are prohibited;
- (3) Prohibited areas designated by Federal or State managing agencies under applicable laws administered by such agencies.

(b) Hunting is restricted to the use of hunting devices authorized under Federal, State, and local laws and regulations.

(c) A permit shall be obtained from the District Engineer or his authorized representative to construct a duck blind on the land and/or water in any lake or reservoir area.

§ 326.7 Camping.

(a) Camping is permitted only at areas designated by the District Engineer in charge of the lake or reservoir area or his authorized representative or the managing agency referred to in § 326.1 (c).

(b) The length of stay is limited to 14 consecutive days except where the District Engineer or his authorized representative or the managing agency referred to in § 326.1 (c) determines a lesser stay is warranted. However, where ample facilities exist to serve the public at the time, the length of stay may be extended to no more than 30 consecutive days by special permission of the District Engineer or his authorized representative or the managing agency referred to in § 326.1 (c). No trailer, tent, or other camping unit is permitted to remain more than 30 consecutive days.

(c) Camping fees, where applicable, will be posted.

(d) Camping equipment shall not be abandoned or left unattended for 24 hours or more, and such equipment may not be placed on a campsite prior to actual occupancy.

(e) The installation by campers of any permanent facility at any campground is prohibited.

(f) Campers shall keep their campgrounds clean and dispose of combustibles and refuse in accordance with instructions posted at each campground by the District Engineer or his authorized representative or the managing agency referred to in § 326.1(c).

(g) Due diligence shall be exercised in building and putting out camp fires to prevent damages to trees and vegetation and to prevent forest fires and grass fires.

(h) Camping equipment shall be completely removed and the sites cleaned before the departure of the campers.

(i) Quiet shall be maintained in all camping areas between the hours of 10 p.m. and 6 a.m.

§ 326.8 Picnicking.

(a) Picnicking is permitted except in prohibited areas designated by the District Engineer or his authorized representative, or the managing agency referred to in § 326.1 (c).

(b) Picnickers shall keep their picnic area clean and dispose of garbage and refuse in accordance with instructions posted by the District Engineer or his authorized representative or the managing agency referred to in § 326.1 (c).

(c) Due diligence shall be exercised in building and putting out fires to prevent damages to trees and vegetation and to prevent forest and grass fires.

§ 326.9 Access to water areas.

(a) Pedestrian access is permitted along the shores of the lake or reservoir except in areas designated by the District Engineer or his authorized representative.

(b) Vehicular access is permitted only over open public lake and reservoir roads. The operator of any vehicle shall obey all posted vehicular traffic control signs and devices.

(c) Access for the general public to launch boats is permitted only at the launching sites designated by the District Engineer.

§ 326.10 Destruction of public property.

The destruction, injury, defacement, or removal of public property or of vegetation, rock, or minerals, except as authorized is prohibited.

§ 326.11 Firearms, explosives, fireworks, and other weapons of all kinds.

Loaded firearms, any projectile firing devices, bows and arrows, crossbows, and explosives of any kind are prohibited in the area, except when in the possession of a law enforcement officer or Government employee on official duty, when any hunting devices are being used for hunting during the hunting season as permitted under § 326.6 or when specifically authorized by the District Engineer. The use of fireworks is prohibited in the area, except when authorized by the District Engineer or his authorized representative for special purposes.

§ 326.12 Gasoline and oil storage.

Gasoline and other flammable or combustible liquids shall not be stored in, upon, or about the lake or reservoir or shores thereof without the written permission of the District Engineer or his authorized representative.

§ 326.13 Sanitation.

Dumping and unauthorized disposal in any manner of refuse, garbage, rubbish, trash, or litter of any kind at such water resources development projects, either into the waters of such projects or onto any land federally owned and administered by the Chief of Engineers

is prohibited, except at designated points or places designed for the sanitary disposal thereof.

§ 326.14 Advertisements.

Private notices and advertisements shall not be posted, distributed, or displayed in the lake or reservoir area except such as the District Engineer or his authorized representative may deem necessary for the convenience and guidance of the public using the area for recreational purposes.

§ 326.15 Unauthorized solicitations and business activities.

No person, firm, or corporation, or their representatives shall engage in or solicit any business on the lake or reservoir area without permission in writing from the District Engineer or in accordance with terms of a lease, license, or concession contract with the Department of the Army.

§ 326.16 Commercial operations.

All commercial operations or activities on the waters or on the lands under the control of the Department of the Army around the lake or reservoir shall be in accordance with lease, license, or other agreements with the Department of the Army.

§ 326.17 Recreational activity programs.

(a) Special events such as water carnivals, boat regattas, music festivals, dramatic presentations, or other special recreational programs of interest to the general public are permitted in areas designated by the District Engineer or his authorized representative.

(b) A permit shall be obtained from the District Engineer or his authorized representative by the governmental or legally responsible private agency proposing to hold a special event as indicated in this section. No charge will be made for this permit.

(c) The District Engineer in charge of the area shall have authority to revoke any permit granted under this section and to require the removal of any equipment upon failure of the permittee to comply with the terms and conditions of the permit or with the regulations in this part.

§ 326.18 Abandonment of personal property.

Abandonment of personal property on the land or waters of the lake or reservoir area is prohibited. Personal property shall not be left unattended upon the lands and waters of the lake or reservoir area except in accordance with the regulations prescribed in this part or under permits issued therefor. The Government assumes no responsibility for personal property and if such property is abandoned or left unattended in other than places designated in a permit issued therefor or under a regulation for a period in excess of 24 hours it will be impounded, and if not reclaimed by the owners it will be treated as abandoned private personal property. The District Engineer may assess a reasonable impoundment fee, which shall be paid be-

fore the impounded property may be returned to its owners.

§ 326.19 Discriminatory practices prohibited.

All project land and water areas which are open to the public shall be available for use and enjoyment by the public without regard to race, creed, color, or national origin. No lessee or licensee of a project area under lease or license providing for a public or quasi-public use, including group camp activities, and no concessionaire of a lessee or licensee shall discriminate against a person or persons because of race, creed, color, or national origin in the conduct of its operations under the lease, license, or concession agreements.

§ 326.20 Control of horses, dogs, cats, and pets.

(a) Horseback riding is prohibited in developed camping, picnicking, and swimming beach areas and areas as may be designated by the District Engineer or his authorized representative or the managing agency referred to in § 326.1 (c).

(b) Dogs, cats, and pets are prohibited unless they are caged, penned, on a leash no longer than 6 feet, or otherwise under physical restrictive control at all times.

(c) Horses, dogs, cats, and pets are prohibited in designated beach areas.

§ 326.21 Visiting hours.

The District Engineer or his authorized representative or the managing agency referred to in § 326.1 (c) may establish a reasonable schedule of visiting hours for all or portions of the area and close or restrict the public use of all or any portion of the area, when necessary for the protection of the area or the safety and welfare of persons or property by posting of appropriate signs indicating the extent and scope of closure. All persons shall observe and abide by the officially posted signs designating closed areas and visiting hours.

§ 326.22 Noise levels.

The operation or use of any audio or noise producing device including communication media and motorized equipment or vehicles in such a manner as to unreasonably annoy or endanger persons in any public place on the project is prohibited.

§ 326.23 Vehicles.

The following are prohibited at developed recreation sites:

(a) Driving motor vehicles in excess of posted speeds.

(b) Driving or parking any vehicle or trailer except in places developed for this purpose.

(c) Driving any vehicle carelessly and heedlessly disregarding the rights or safety of others or without due caution and at a speed, or in a manner, so as to endanger, or be likely to endanger, any person or property.

(d) Driving bicycles, motorbikes, motorcycles, snowmobiles, or other recreational vehicles within developed recreation sites, except where otherwise designated by appropriate signs.

(e) Driving motorbikes, motorcycles, snowmobiles, or other motor vehicles on roads in developed recreation sites for any purpose other than access into, or egress out of, the site.

(f) Operating a motor vehicle at any time without a muffler in good working order, or operating a motor vehicle in such a manner as to create excessive or unusual noise or annoying smoke, or using a muffler cutoff, bypass, or similar device.

(g) Excessively accelerating the engine of a motor vehicle or motorcycle when such vehicle is not moving or is approaching or leaving a stopping place.

[Regs., Apr. 13, 1971, ENG CW-OR] (Sec. 4, 58 Stat. 889, as amended; 16 U.S.C. 460d)

For the Adjutant General.

R. B. BELNAP,
Special Advisor to TAG.

[FR Doc. 71-6318 Filed 5-5-71; 8:45 am]

Title 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans Administration

PART 3—ADJUDICATION

Subpart A—Pension, Compensation, and Dependency and Indemnity Compensation

MISCELLANEOUS AMENDMENTS

1. In § 3.1, paragraphs (s) and (t) are added to read as follows:

§ 3.1 Definitions.

(s) "On the borders thereof" means, with regard to service during the Mexican border period, the States of Arizona, California, New Mexico, and Texas, and the nations of Guatemala and British Honduras. (38 U.S.C. 101(30); Public Law 91-588, 84 Stat. 1580)

(t) "In the waters adjacent thereto" means, with regard to service during the Mexican border period, the waters (including the islands therein) which are within 750 nautical miles (863 statute miles) of the coast of the mainland of Mexico. (38 U.S.C. 101(30); Public Law 91-588, 84 Stat. 1580)

2. In § 3.2, paragraph (h) is added to read as follows:

§ 3.2 Periods of war.

(h) Mexican border period. May 9, 1916, through April 5, 1917, in the case of a veteran who during such period served for 90 days or more in Mexico, on the borders thereof, or in the waters adjacent thereto. (38 U.S.C. 101(30); Public Law 91-588, 84 Stat. 1580)

3. In § 3.3, paragraphs (c) and (d) (3) are amended to read as follows:

§ 3.3 Pension.

(c) Disability pension; Mexican border period and later war periods. Basic entitlement exists if the veteran:

(1) Served 90 days or more in either World War I, World War II, the Korean conflict, or the Vietnam era, or served an aggregate of 90 days or more in separate periods of service during the same or, effective July 21, 1961, during different war periods, including service during the Spanish-American War (38 U.S.C. 521 (g)); or

(2) Served 90 days or more in Mexico, on the borders thereof, or in the waters adjacent thereto during the period beginning on May 9, 1916, and ending on April 5, 1917, inclusive (Public Law 91-588, 84 Stat. 1580); or

(3) Was discharged or released from such service before having served the stated 90 days for a disability service connected without benefit of presumptive provisions of law, or at the time of discharge had such a service-connected disability, shown by official service records, which in medical judgment would have justified a discharge for disability; and

(4) Is permanently and totally disabled from non-service-connected disability not due to his own willful misconduct or vicious habits, or by reason of having attained the age of 65 years. (38 U.S.C. 502, 521)

(d) Death pension. * * *

(3) Mexican border period and later war periods. Basic entitlement exists for the widow or child of a deceased veteran if the veteran's service meets the requirements of paragraph (c) (1), (2), or (3) of this section or the veteran was, at the time of death, receiving or entitled to receive compensation or retirement pay for service-connected disability based on wartime service. Basic entitlement exists under the provisions of this subparagraph, effective January 1, 1971, for the widow or child of a deceased veteran of the Mexican border period. (38 U.S.C. 541, 542; Public Law 91-588, 84 Stat. 1580)

4. In § 3.54(a), subparagraph (3) is amended to read as follows:

§ 3.54 Marriage dates.

(a) Pension. Death pension may be paid to a widow who was married to the veteran:

(3) Prior to the applicable delimiting dates, as follows:

(i) Civil War—June 27, 1905.

(ii) Indian wars—March 4, 1917.

(iii) Spanish-American War—January 1, 1938.

(iv) Mexican border period and World War I—December 14, 1944.

(v) World War II—January 1, 1957.

(vi) Korean conflict—February 1, 1965.

(vii) Vietnam era—10 years after end of Vietnam era.

(38 U.S.C. 532(d), 534(c), 536(c), 541 (e); Public Law 91-588, 84 Stat. 1580)

5. In § 3.251(a), subparagraph (1) is amended to read as follows:

§ 3.251 Income of parents; dependency and indemnity compensation.

(a) Annual income limitation. (1) Dependency and indemnity compensa-

tion is not payable to a parent whose annual income exceeds the following limitations:

(i) \$2,000 (\$2,300 effective January 1, 1971), one parent alone;

(ii) \$2,000 (\$2,300 effective January 1, 1971), separately, two parents not living together;

(iii) \$3,200 (\$3,500 effective January 1, 1971), combined income, two parents living together or remarried parent living with spouse.

(iv) Where there is only one parent, and the parent has remarried and is living with his spouse, dependency and indemnity compensation will be paid to him under either the table in 38 U.S.C. 415 (b) (1) or the table in 38 U.S.C. 415(d), which ever will provide the greater monthly rate of dependency and indemnity compensation. The total combined income of the parent and his spouse will be counted. (38 U.S.C. 415; Public Law 91-588, 84 Stat. 1580)

6. In § 3.252, the headnote and paragraphs (a) and (b) are amended to read as follows:

§ 3.252 Annual income; pension; Mexican border period and later war periods.

(a) Annual income limitation; protected pension. Where the right to pension under laws in effect prior to June 30, 1960, is protected under § 3.956, pension is not payable to an unmarried veteran, or to a widow without a child, or to or on account of a child, whose annual income exceeds \$1,600 (\$1,900 effective January 1, 1971); or to a married veteran or a veteran with a child, or to a widow with a child, whose annual income exceeds \$2,900 (\$3,200 effective January 1, 1971).

(b) Annual income and net worth limitation; Public Law 86-211 (73 Stat. 432). Pension is not payable to an unmarried veteran, or to a widow without a child, whose annual income exceeds \$2,000 (\$2,300 effective January 1, 1971), or to or on account of a child whose annual income (excluding earned income of a child-claimant) exceeds \$1,800 (\$2,000 effective January 1, 1971), or to a married veteran or a veteran with a child, or to a widow with a child, whose annual income exceeds \$3,200 (\$3,500 effective January 1, 1971); or to a veteran, widow, or child if it is reasonable that some part of the claimant's estate be consumed for his maintenance. Where a veteran and spouse are living together, the separate income of the spouse will be considered as the veteran's income, as provided in § 3.262(b). (38 U.S.C. 521, 541, 542 and 543)

7. Section 3.256 is revised to read as follows:

§ 3.256 Annual income and net worth questionnaires.

A questionnaire will be sent once each calendar year to each payee who is receiving pension or dependency and indemnity compensation whose entitlement is subject to an annual income (and net worth where applicable) limitation,

except a child and, effective January 1, 1972, except a payee who has attained 72 years of age and has been paid the particular benefit during 2 consecutive calendar years. (38 U.S.C. 415(e) and 506(a); Public Law 91-588, 84 Stat. 1580)

8. In § 3.261, paragraph (a) (14), (20), (22), and (29) is amended and paragraph (b) (5) is added so that the

amended and added material reads as follows:

§ 3.261 Character of income; exclusions and estates.

The following factors will be considered in determining whether a claimant meets the requirements of §§ 3.250, 3.251, and 3.252 with reference to dependency, income limitations and corpus of estate:

	Dependency (parents)	Dependency and indemnity compensation (parents)	Pension— protected (veterans, widows, and children)	Pension— Public Law 86-211 (veterans, widows, and children)	See—
(a) Income:					
(14) Retired Serviceman's Family Protection Plan (10 U.S.C. ch. 73):					
Annuities.....	Excluded	Excluded	Excluded	Excluded	§ 3.262(e).
Refunds (10 U.S.C. 1446).....	Included	Included	Included	Included	

(20) Veterans Administration payments:					
Pension.....	Excluded	Excluded	Excluded	Excluded	
Compensation and dependency and indemnity compensation.....	do	do	do	do	
World War I adjusted compensation.....	do	Included	do	Included	
U.S. Government Life Insurance or National Service Life Insurance for disability or death, maturity of endowment policies, and dividends, including special and termination dividends.....	do	Excluded	do	Excluded	
Servicemen's Group Life Insurance.....	do	do	do	do	
Servicemen's indemnity.....	do	do	do	do	
Death gratuity (Public Law 89-214).....	do	Included	do	Included	
Subsistence allowance (38 U.S.C. ch. 31).....	Included	do	Included	do	
Veterans educational assistance in excess of amounts expended for training (38 U.S.C. ch. 34).....	do	do	do	do	
Educational assistance (38 U.S.C. ch. 35).....			Excluded	Excluded	
Special allowance under 38 U.S.C. 412(a).....	Excluded	Included	do	Included	
Statutory burial allowance.....	do	Excluded	do	Excluded	
Accrued.....	do	Included, except accrued as reimbursement.	do	Included, except accrued as reimbursement.	

(22) Contributions by a public or private employer to a:					
Public or private health or hospitalization plan for an active or retired employee.....	Excluded	Excluded	Excluded	Excluded	
Retired employee as reimbursement for premiums for supplementary medical insurance benefits under the Social Security program (Public Law 91-588).....	Included	Included	Included	do	

(29) Bequests, devises and inheritances:					
Property.....	do	Excluded	do	do	§ 3.262(k).
Money.....	do	Included	do	Included	
Joint bank accounts.....	do	do	do	Excluded	§ 3.262(k)(1).

(b) Deduction of amounts paid by claimant:					
(5) Prepayments on real property mortgages after death of spouse (Public Law 91-588).....	Not authorized.	Not authorized.	Not authorized.	Authorized.	§ 3.262(k)(6).

9. In § 3.262(k), subparagraph (1) is amended and subparagraph (6) is added so that the amended and added material reads as follows:

§ 3.262 Evaluation of income.

(k) **Property**—(1) **Ownership.** The terms of the recorded deed or other evidence of title will constitute evidence of ownership of real or personal property. This includes property acquired through purchase, bequest or inheritance except that, effective January 1, 1971, amounts in joint accounts in banks and similar institutions acquired by reason of the

death of another joint owner shall not be considered income of a survivor for pension purposes under the provisions of Public Law 86-211 (73 Stat. 432). With the foregoing exception, if property is owned jointly each person will be considered as owning a proportionate share. The claimant's share of property held in partnership will be determined on the facts found. In the absence of evidence to the contrary, the claimant's statement as to the terms of ownership will be accepted. (38 U.S.C. 503(15); Public Law 91-588, 84 Stat. 1580)

(6) **Payments on mortgages on real property; Public Law 86-211 (73 Stat. 432).** Effective January 1, 1971, for the purposes of Public Law 86-211, an amount equaling any prepayments made by a veteran or widow on a mortgage or similar type security instrument in existence at the death of veteran or spouse on real property which prior to the death was the principal residence of the veteran and spouse will be excluded from consideration as income if such payment was made after the death and prior to the close of the year succeeding the year of death. (38 U.S.C. 503(14); Public Law 91-588, 84 Stat. 1580)

10. In § 3.314, the headnotes and the introductory portions of paragraphs (a) and (b) preceding subparagraph (1) are amended to read as follows:

§ 3.314 Basic pension determinations.

(a) **Prior to the Mexican border period.** While pensions are granted based on certain service prior to the Mexican border period, the only rating factors in claims therefor are:

(b) **Mexican border period and later war periods.** Non-service-connected disability and death pension may be paid based on service in the Mexican border period, World War I, World War II, the Korean conflict, and the Vietnam era. Rating determinations in such claims will be required in the following situations:

11. In § 3.315, paragraph (d) is amended to read as follows:

§ 3.315 Basic eligibility determinations: dependents, loans, education.

(d) **Loans.** Where a World War II veteran or a Korean conflict veteran had less than 90 days' service, or a veteran who served on or after February 1, 1955, had less than 181 days' service on active duty as defined in §§ 36.4301(gg) and 36.4501(o), eligibility of the veteran for a home, farm or business loan under 38 U.S.C. ch. 37 requires a determination that the veteran was discharged or released because of a service-connected disability or that the official service department records show that he had at the time of separation from service a service-connected disability which in medical judgment would have warranted a discharge for disability. These determinations are subject to the presumption of incurrence under § 3.304(b). Determinations based on World War II, Korean conflict, and Vietnam era service are also subject to the presumption of aggravation under § 3.306(b) while determinations based on service on or after February 1, 1955, and before August 5, 1964 are subject to the presumption of aggravation under § 3.306 (a) and (c). The provisions of this paragraph are also applicable, regardless of length of service, in determining eligibility to the maximum period of entitlement based on

discharge or release for a service-connected disability. (38 U.S.C. 1802, 1818)

12. In § 3.326, paragraph (h) is amended to read as follows:

§ 3.326 Examinations.

(h) *Pension, age 65.* Evidence to establish physical disability will not be required in claims for pension under 38 U.S.C. 511 or 512 based on service during an Indian or the Spanish-American War, or in claims for pension under 38 U.S.C. 521 based on the Mexican border period, World War I, or later war periods if the veteran has attained the age of 65 years. However, Veterans Administration examination may be authorized or medical evidence accepted as outlined in this section to determine whether a veteran is permanently housebound or otherwise meets the disability requirements of § 3.351 (d) or (e), or is in need of regular aid and attendance.

13. In § 3.351, paragraph (a) and that portion of paragraph (d) preceding subparagraph (1) are amended to read as follows:

§ 3.351 Special monthly dependency and indemnity compensation, death compensation and pension ratings.

(a) *Aid and attendance; general.* Additional pension for veterans in need of regular aid and attendance is provided for Indian War veterans (38 U.S.C. 511); Spanish-American War veterans (38 U.S.C. 512); and for veterans of the Mexican border period, World War I, World War II, the Korean conflict, or the Vietnam era (38 U.S.C. 521). Additional pension for widows in need of regular aid and attendance is provided for widows of veterans of all periods of war, including those entitled to pension under the law in effect on June 30, 1960, based on service in World War I, World War II, or the Korean conflict (38 U.S.C. 544, 521 note). Additional dependency and indemnity compensation and death compensation for widows in need of regular aid and attendance is provided for widows of veterans of all periods of service. (38 U.S.C. 322(b), 411(c); Public Law 91-588, 84 Stat. 1580)

(d) *Permanent and total plus 60 percent, or housebound;* 38 U.S.C. 521. The monthly rate of pension otherwise payable to a veteran who is entitled to pension under 38 U.S.C. 521 and who does not qualify for increased pension (§110) based on need of regular aid and attendance shall be increased by \$44 if, in addition to having a single permanent disability rated as 100 percent under regular schedular evaluation, the veteran:

14. In § 3.454, the introductory portion preceding paragraph (a) and paragraph (b) are amended to read as follows:

§ 3.454 Veterans disability pension.

Apportionment of pension for a veteran based on service in the Mexican border period, World War I, or later war period will be as follows:

(b) Where the pension of any married veteran who is receiving pension under 38 U.S.C. 521(b) is reduced to \$30 under the provisions of § 3.551(c), an apportionment may be made to his estranged wife upon an affirmative showing of hardship. The amount of the apportionment generally will be the difference between \$30 and the rate payable if pension were being paid under 38 U.S.C. 521(c). If the additional rate of \$44 per month is payable under § 3.351(d) it may be added to the apportionment. (38 U.S.C. 3203(d); Public Law 91-588, 84 Stat. 1580)

15. In § 3.460, the headnote of paragraph (c) is amended so that paragraph (c) (1) reads as follows:

§ 3.460 Death pension.

(c) *Mexican border period, World War I, or later war periods.* (1) On and after October 1, 1954, under the laws in effect prior to July 1, 1960 (38 U.S.C. 541), the widow's share will be:

\$37.80—if there is only 1 child.
\$31.50—if there are 2 or more children.

(72 Stat. 1114; 38 U.S.C. 210)

These VA regulations are effective January 1, 1971.

Approved: April 29, 1971.

By direction of the Administrator.

[SEAL] FRED B. RHODES,
Deputy Administrator.

[FR Doc.71-6253 Filed 5-5-71; 8:45 am]

Title 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 15—Environmental Protection Agency

PART 15-1—GENERAL

Subpart 15-1.51—Novation Agreements and Change of Name Agreements

Novation Agreements and Change of Name Agreements, Subpart 15-1.51, is hereby added to Chapter 15, Title 41, of the Code of Federal Regulations. It is the policy of the Environmental Protection Agency to allow time for interested parties to take part in the rule-making process. However, because this regulation is largely a general statement of Agency policy and internal procedure, the rule-making process will be waived.

Effective date. This regulation will become effective on its date of publication in the FEDERAL REGISTER (5-6-71).

Dated: May 3, 1971.

WILLIAM D. RUCKELSHAUS,
Administrator.

Subpart 15-1.51—Novation Agreements and Change of Name Agreements

Sec.	
15-1.5100	Scope of subpart.
15-1.5101	Definition.
15-1.5102	Agreement to recognize a successor in interest.
15-1.5103	Agreement to recognize change of name of contractor.
15-1.5104	Procedures.
15-1.5105	Novation agreement formats.
15-1.5105-1	Successor in interest agreement format.
15-1.5105-2	Change of name agreement format.
15-1.5105-3	Administrative change format.

AUTHORITY: The provisions of this Subpart 15-1.51 issued under 40 U.S.C. 486(c), sec. 205(c), 63 Stat. 377, as amended.

§ 15-1.5100 Scope of subpart.

This subpart prescribes the policy and procedures for (a) recognition of a successor in interest to Government contracts when such interests are acquired incidental to a transfer of all the assets of a contractor or the part of his assets involved in the performance of the contracts, (b) a change of name of a contractor, and (c) single activity execution of novation agreements affecting more than one activity.

§ 15-1.5101 Definition.

For the purposes of this subpart, the following definition applies. A novation agreement is a contractual amendment by which the Government recognizes a successor in interest to a Government contract or a change of name of a contractor. The successor in interest assumes all the obligations under the contract and the transferor, when still in existence, guarantees the performance of the contract by the transferee. Where only a change of name is made the rights and obligations of the parties remain unaffected.

§ 15-1.5102 Agreement to recognize a successor in interest.

(a) The transfer of a Government contract is prohibited by law (41 U.S.C. 15). However, the Government may recognize a third party as the successor in interest to a Government contract when the third party's interest is incidental to the transfer of all the assets of the contractor, or all of that part of the contractor's assets involved in the performance of the contract. Examples include, but are not limited to:

- (1) Sale of such assets;
- (2) Transfer of such assets pursuant to merger or consolidation of corporations; and
- (3) Incorporation of a proprietorship or partnership;
- (4) The principal party or parties to a contract transfer to another institution and the Government wishes to recognize the new institution as the successor in interest.

(b) When it is consistent with the Government's interest to recognize a successor in interest to a Government contract, the designated activity shall execute an agreement with the transferor and the transferee, which shall ordinarily provide in part that:

(1) The transferee assumes all the transferor's obligations under the contract;

(2) The transferor waives all rights under the contract as against the Government;

(3) The transferor guarantees performance of the contract by the transferee (a satisfactory performance bond from either the transferor or the transferee may be accepted in lieu of such guarantee); and

(4) Nothing in the agreement shall relieve the transferor or the transferee from compliance with any Federal law.

The agreement shall have the concurrence of legal counsel, prior to execution. A format for such an agreement for use when the transferor and transferee are corporations, and all the assets of the transferor are transferred, is set forth in § 15-1.5105. This format may be adapted to fit specific cases and may be used as a guide in preparing similar agreements for use in other situations.

(c) Prior to the execution of such agreement, one copy of each of the following, as applicable, shall be deposited by the contractor with the designated procuring activity:

(1) A properly authenticated copy of the instrument by which the transfer of assets was effected, as, for example, a bill of sale, certificate of merger, indenture of transfer, or decree of court;

(2) A list of all contracts which have not been finally settled between EPA and the transferor, showing for each contract the contract number, the name and address of the activity involved, the total dollar value of the contract as amended, the type of contract, and the balance remaining unpaid;

(3) A certified copy of the resolutions of the Boards of Directors of the corporate parties authorizing the transfer of assets;

(4) A certified copy of the minutes of any stockholders' meetings of the corporate parties necessary to approve the transfer of assets;

(5) A properly authenticated copy of the certificate and articles of incorporation of the transferee if such corporation was formed for the purpose of receiving the assets involved in the performance of the Government contracts;

(6) An opinion of counsel for the transferor and transferee that the transfer was properly effected in accordance with applicable law and the effective date of transfer;

(7) Evidence of the capability of the transferee to perform the contracts;

(8) Balance sheets of the transferor and the transferee as of dates immediately prior to and after the transfer of assets; and

(9) Consent of sureties on all contracts listed under (ii) above on which bonds were required.

§ 15-1.5103 Agreement to recognize change of name of contractor.

(a) When only a change of name is involved, so that the rights and obligations of the parties remain unaffected, an agreement between the designated activity and the contractor shall be executed effecting the amendment of all existing contracts between the parties so as to reflect the contractor's change of name. A format for such an agreement, which shall be adapted for specific cases, is set forth in § 15-1.5105.

(b) Prior to the execution of such agreement, one copy of each of the following shall be deposited by the contractor with the designated procuring activity:

(1) A copy of the instrument by which the change of name was effected, authenticated by a proper official of the State having jurisdiction;

(2) An opinion of counsel for the contractor that the change of name was properly effected in accordance with applicable law; and

(3) A list of all contracts which have not been finally settled between EPA and the contractor, showing for each contract the contract number and the name and address of the activity involved.

(c) Each agreement shall have the concurrence of legal counsel, prior to execution.

§ 15-1.5104 Procedures.

(a) Any EPA procuring activity upon being notified of a successor in interest to, or change in name of, one of its contractors, shall promptly report such information by letter to the Director of Contracts Management Division.

(b) To avoid duplication of effort on the part of EPA activities in preparing and executing agreements to recognize a change of name or successor in interest, only one supplemental agreement will be prepared to effect necessary changes for all contracts between EPA and the contractor involved. The Director of Contracts Management Division will, in each case, designate the activity responsible for taking all necessary and appropriate action with respect to either recognizing or not recognizing a successor in interest, or recognizing a change of name, including without limitation the following:

(1) Obtaining from the contractor a list of the affected contracts, the names and addresses of the activities responsible for these contracts, and the required documentary evidence; and

(2) Drafting and executing a supplemental agreement to one of the contracts affected but covering all applicable outstanding and incomplete contracts affected by the transfer of assets or change of name.

A supplemental agreement number need not be obtained for contracts other than for the one under which the supplemental agreement is written. Each supplemental agreement will contain a list of the contracts affected and, for distribution purposes, the names and addresses of the activities having contracts subject to the supplemental agreement.

(c) The agreement and supporting documents shall be reviewed for legal sufficiency by legal counsel.

(d) After execution of the supplemental agreement, the designated activity shall:

(1) Forward an authenticated copy of the supplemental agreement to the Director of Contracts Management Division, and

(2) Advise each of the affected activities, by letter, of the consummation of the supplemental agreement and request that an administrative change be issued for each affected contract. (A copy of the supplemental agreement should be enclosed—see § 15-1.5105.)

(e) For each such affected contract, the contracting officer shall prepare an administrative change acknowledging the change in name or successor in interest. The administrative change will receive the same distribution as the affected contract. The administrative change will indicate the nature of the transaction, the result attained, and will cite the number of the contract with which the original relevant documents and supplemental agreement are filed.

§ 15-1.5105 Novation agreement formats.

§ 15-1.5105-1 Successor in interest agreement format.

The following form may be used as appropriate to recognize a corporate successor in interest, in accordance with § 15-1.5102.

AGREEMENT (-----, 19--)

This agreement, entered into as of -----, 19--, by and between the ABC Corporation, a corporation duly organized and existing under the laws of the State of ----- with its principal office in the City of ----- (hereinafter referred to as the "Transferor"); the XYZ Corporation (formerly known as the LMN Corporation), a corporation duly organized and existing under the laws of the State of ----- with its principal office in the City of ----- (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government").

WITNESSETH:

Whereas, the Government, represented by Contracting Officers of the Environmental Protection Agency, has entered into certain contracts, letter contracts, and purchase orders with the Transferor (namely: -----) or (as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference;) and the term "the contracts" as hereinafter used means the above contracts, letter contracts, and purchase orders, and all other contracts, letter contracts, and purchase orders, including amendments and change orders thereto, heretofore made between the Government, represented by Contracting Officers of the Environmental Protection Agency, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties, or obligations thereunder), and including amendments and change orders thereto hereafter made between the Government and the Transferee.

Whereas, as of -----, 19--, the Transferor assigned, conveyed, and transferred to the Transferee all the assets of the

Transferor by virtue of a (term descriptive of the legal transaction involved) between the Transferor and the Transferee;

Whereas, the Transferee, by virtue of said assignment, conveyance, and transfer, has acquired all the assets of the Transferor;

Whereas, by virtue of said assignment, conveyance, and transfer, the Transferee has assumed all the duties, obligations, and liabilities of the Transferor under the Contracts;

Whereas, the Transferee is in a position fully to perform the Contracts, and such duties and obligations as may exist under the Contracts;

Whereas, it is consistent with the Government's interest to recognize the Transferee as the successor party to the Contracts;

Whereas, there has been filed with the Government evidence of said assignment, conveyance, or transfer (add if desired, "in the form of a certified copy of the list of the documents required by 41 CFR 15-1.5102");

(Where a change of name is also involved, such as a prior or concurrent change of name of the Transferee, an appropriate recital shall be used; for example:

Whereas, there has been filed with the Government a certificate dated _____, 19____, signed by the secretary of state of the State of _____, to the effect that the corporate name of LMN Corporation was changed to XYZ Corporation on _____, 19____);

Now therefore, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor hereby confirms said assignment, conveyance, and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the Contracts.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the Contracts, in all respects as if the Transferee were the original party to the Contracts.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contracts with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Contracts in all respects as if the Transferee were the original party to the Contracts. The term "Contractor" as used in the Contracts shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the Contracts, shall be deemed to have discharged pro tanto the Government's obligations under the Contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Gov-

ernment's obligations under the Contracts to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to; any costs, taxes, or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment, conveyance, and transfer, or (ii) this Agreement other than those which the Government, in the absence of said assignment, conveyance, and transfer, or this Agreement, would have been obligated to pay or reimburse under the terms of the Contracts.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (i) assumes under this Agreement, or (ii) may hereafter undertake under the Contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consents to any such amendment or modification.

9. Except as herein modified, the Contracts shall remain in full force and effect. In witness whereof, each of the parties hereto has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By _____
Title _____

ABC CORPORATION,

By _____
Title _____

[Corporate Seal] XYZ CORPORATION,

By _____
Title _____

[Corporate Seal]

CERTIFICATE

I, _____, certify that I am the Secretary of ABC Corporation, named above, that _____, who signed this Agreement on behalf of said corporation, was then _____ of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Witness my hand and seal of said corporation this _____ day of _____, 19____.

By _____
[Corporate Seal]

CERTIFICATE

I, _____, certify that I am the Secretary of XYZ Corporation, named above, that _____, who signed this Agreement on behalf of said corporation, was then _____ of said corporation, and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Witness my hand and the seal of said corporation this _____ day of _____, 19____.

By _____
[Corporate Seal]

§ 15-1.5105-2 Change of name agreement format.

The following form may be used as appropriate to recognize a change in name, in accordance with § 15-1.5103:

AGREEMENT (_____, 19____)

This agreement, entered into as of _____, 19____, by and between the ABC Corporation (formerly the XYZ Corporation and hereinafter sometimes referred to as the

"Contractor"), a corporation duly organized and existing under the laws of the State of _____, and the United States of America, represented by the Environmental Protection Agency (hereinafter referred to as the "Government").

WITNESSETH:

Whereas, the Government represented by Contracting Officers of the Environmental Protection Agency, has entered into certain contracts, letter contracts, and purchase orders with the XYZ Corporation (namely: _____) or (as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference); and the term "the Contracts" as hereinafter used means the above contracts, letter contracts, and purchase orders, and all other contracts, letter contracts, and purchase orders, including amendments and change orders thereto, entered into between the Government, represented by Contracting Officers of the Environmental Protection Agency, and the Contractor (whether or not performance and payment have been completed and releases executed, if the Government or the Contractor has any remaining rights, duties, or obligations thereunder);

Whereas, the XYZ Corporation, by an amendment to its certificate of incorporation, dated _____, 19____, has changed its corporate name to the ABC Corporation;

Whereas, a change of corporate name only is accomplished by said amendment, so that rights and obligations of the Government and of the Contractor under the Contracts are unaffected by said change; and

Whereas, there has been filed with the Government documentary evidence of said change in corporate name;

Now therefore, in consideration of the premises, the parties hereto agree that the Contracts covered by this Agreement are hereby amended by deleting therefrom the name "XYZ Corporation" wherever it appears in the Contracts and substituting therefor the name "ABC Corporation."

In witness whereof, each of the parties hereto has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By _____
Title _____

ABC CORPORATION,

By _____
Title _____

[Corporate Seal]

CERTIFICATE

I, _____, certify that I am the Secretary of ABC Corporation, named above; that _____, who signed this Agreement on behalf of said corporation, was then _____ of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Witness my hand and the seal of said corporation this _____ day of _____, 19____.

By _____
[Corporate Seal]

§ 15-1.5105-3 Administrative change format.

Standard Form 30 will be used for administrative changes resulting from novation and change of name agreements.

[FR Doc.71-6342 Filed 5-5-71;8:47 am]

Title 43—PUBLIC LANDS: INTERIOR

Chapter II—Bureau of Land Management, Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 5049]

[Colorado 1269]

COLORADO

Withdrawal for Oil Shale; Corrections

The date of March 11, 1970, shown on the last line as the approval date of Public Land Order No. 5029, appearing in 36 F.R. 5042-3 of the issue of March 17, 1971, is hereby corrected to read "March 11, 1971".

HARRISON LOESCH,
Assistant Secretary of the Interior.

APRIL 30, 1971.

[FR Doc.71-6331 Filed 5-5-71;8:46 am]

[Public Land Order 5050]

[New Mexico 12348]

NEW MEXICO

Partial Revocation of Reclamation Withdrawal

By virtue of the authority contained in section 3 of the Act of June 17, 1902, 32 Stat. 388, as amended and supplemented, 43 U.S.C. § 416 (1964), it is ordered as follows:

1. Public Land Order No. 2721 of July 16, 1962, withdrawing lands for the Navajo Unit, Colorado River Storage Project, is hereby revoked so far as it affects the following described land:

NEW MEXICO PRINCIPAL MERIDIAN

T. 30 N., R. 8 W.,

Sec. 1, lots 2, 3, 4, S½NW¼;

Sec. 2, lots 1 and 2, S½NE¼.

The area described aggregates 367.92 acres in San Juan County.

The land is located approximately 23 miles northeasterly from the town of Bloomfield and is about 3 miles north of the Navajo Dam. The land is generally flat with the eastern part sloping downward toward Lake Navajo. The vegetative cover consists of scattered stands of pinon-juniper trees interspersed by patches of sagebrush and native grasses.

2. At 10 a.m. on June 5, 1971, the land shall be open to operation of the public land laws, including the U.S. mining laws, subject to valid existing rights, the provisions of existing withdrawals, and the requirements of applicable law. All valid applications received at or prior to 10 a.m. on June 5, 1971, shall be considered as simultaneously filed at that time. Those received thereafter shall be considered in the order of filing. The land has been and continues to be open to applications and offers under the mineral leasing laws.

Inquiries concerning the land should be addressed to the Manager, Land Office,

Bureau of Land Management, Santa Fe, NM 87501.

HARRISON LOESCH,
Assistant Secretary of the Interior.

APRIL 30, 1971.

[FR Doc.71-6332 Filed 5-5-71;8:47 am]

[Public Land Order 5051]

[Oregon 6995]

OREGON

Withdrawal for National Forest Research Natural Area; Correction

By virtue of the authority vested in the President and pursuant to Executive Order No. 10355 of May 28, 1952 (17 F.R. 4831), it is ordered as follows:

1. Public Land Order No. 5024 of March 1, 1971, withdrawing lands for a national forest research natural area, appearing in 36 F.R. 4378 of the issue of March 5, 1971, so far as it describes the lands as sec. 6, is hereby corrected to read "sec. 16".

2. The lands are national forest lands within the Siskiyou National Forest. At 10 a.m. on June 5, 1971, the land described in sec. 6 shall be open to such forms of disposition as may be made of such lands.

HARRISON LOESCH,
Assistant Secretary of the Interior.

APRIL 30, 1971.

[FR Doc.71-6333 Filed 5-5-71;8:47 am]

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[Docket No. 16979; FCC 71-434]

PART 0—COMMISSION ORGANIZATION

PART 64—MISCELLANEOUS RULES RELATING TO COMMON CARRIERS

Order Staying Effective Date

In the matter of regulatory and policy problems presented by the interdependence of computer and communication services and facilities.

1. The Commission has before it for consideration motions for stay of our Final Decision and Order in the above-captioned proceeding released on March 18, 1971. These motions were filed by the Western Union Telegraph Co. (Western Union), the Continental Telephone Corp. (Continental), the General System Co. (General), and United Computing Systems, Inc., and the United Telephone System (United). Western Union, as did Continental, requested a stay of the effectiveness of our Final Decision and Order herein pending Commission action on petitions for reconsideration. Additionally, Continental's motion requested a stay pending judicial review of the decision in question; the latter request was also made by General and United, which have respectively, in fact, already petitioned the Second Circuit and the

Eighth Circuit of the U.S. Court of Appeals for review of our decision.

2. As the petitioners know, the granting of a stay is considered to be an extraordinary action and, as we have previously held, will not be granted unless the following showing is made; namely, that there is a substantial showing by petitioners that there will be irreparable injury to petitioners or to the public; and that there is a reasonable likelihood that petitioners will succeed in courts on the merits. In analyzing the motions for stay of the respective petitioners, we are of the view that the requisite showing has not been made. Specifically, the petitioners have not demonstrated that they or the public interest will suffer any irreparable injury if the effectiveness of the Final Decision and Order is not stayed pending resolution of the petitions for reconsideration or pending judicial review.

3. We believe the aforesaid becomes particularly apparent when one notes that although the rules become effective on April 30, 1971, the affected carriers are not required to conform to the provisions of paragraph 20 of the Final Decision and Order until 6 months after the effective date of the decision in question. In substance, the gravamen of the motions before us are directed to paragraph 20 of the Final Decision and Order wherein we provided for the amendment of our rules to include a provision prohibiting a common carrier from obtaining any data processing service from its data affiliate if, in fact, that data affiliate also provided service to the public. This decision was predicated on achievement of the basic objective of our policy therein; namely, " * * * the deterrence of foreseeable abuse from indirect carrier entry into data processing * * *." Moreover, we reached this decision only after determining that implementation of such a rule could impose no unreasonable burden upon common carriers since various options were available to such carriers with data processing requirements in the form of " * * * an 'in-house' system to accommodate its particular computing needs, of turning to and bargaining with any non-affiliated service firm for computer services, or, with respect to intercarrier arrangements * * * between the Bell System Co. and various independent telephone companies, of accommodating such data processing requirements to the extent possible on a shared cost basis." Additionally, we are unable to construe the filing of detailed reports within 60 days after the effectiveness of our decision as constituting any showing of irreparable harm.

4. Finally, it must be remembered that the Final Decision and Order in question evolved from our desire to protect the public interest. Accordingly, it is our belief that inherent in the Final Decision and Order are safeguards designed to protect the public interest as well as those of the carriers. With regard to the matter before us, we are of the view that the time span between the effectiveness of our decision and the required