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Ind.-Linc	
Ind.-R	632259
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Ind.-R	
Assigned	
Released	FILED

AUG 20 4 10 PM '69

WALTER FRY
CANYON COUNTY RECORDER

BY *Larona Payne*

RECORDED
AT THE REQUEST OF
CANYON ABSL. & TITLE CO.

IN
Bk _____ Pg _____
OF
Misc

FEE *3.00*

Emil Koble
Box

to

*The Housing
Authority of the
City of Caldwell*

*25/
15*

Easement

E A S E M E N T

THIS INDENTURE, Made and entered into this 25th day of June, 1969, by and between THE HOUSING AUTHORITY OF THE CITY OF CALDWELL, of Canyon County, Idaho, party of the first part, and MINNA HENRY CORNELL, a widow, of Caldwell, Canyon County, Idaho, party of the second part, WITNESSETH:

That for and in consideration in hand paid, the receipt of which is hereby acknowledged, the party of the first part has this day bargained and sold and by these presents does bargain, sell, convey and transfer and deliver unto the party of the second part a permanent easement and right of way, including the right to enter upon the real estate hereinafter described to construct, maintain and repair an underground pipeline and/or main for the purpose of conveying irrigation waters over and across lands belonging to the party of the first part. The land affected by the granting of this easement and right of way is located in the County of Canyon, State of Idaho, and is more particularly described as follows:

The Easterly 15 feet of the Southerly 40 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4, Township 4 North, Range 3 West of the Boise Meridian.

The easement and right of way hereby granted covers a strip of land sufficient for the construction of an underground water line, said water line to be a high pressure irrigation tile to be buried with a three-foot cover. It is understood and agreed that there is a temporary easement 15 feet in width, the Easterly line of which coincides with the Westerly line of the above described permanent easement, which said temporary easement is hereby released and abandoned upon the completion of the above mentioned construction.

IN WITNESS WHEREOF, The parties hereto have hereunto set
their hands and seals the day and year first above written.

THE HOUSING AUTHORITY
OF THE CITY OF CALDWELL

Party of the First Part (SEAL)

Party of the Second Part (SEAL)

GIGRAY, DOWNEN & MORGAN
ATTORNEYS AT LAW
CALDWELL, IDAHO

1 STATE OF IDAHO }
2 County of Canyon } ss.

3 On this _____ day of _____, 1969, before me,
4 the undersigned, a Notary Public in and for said State, personally
5 appeared _____, known to me to be the _____
6 _____ of THE HOUSING AUTHORITY OF THE CITY OF
7 CALDWELL, and acknowledged to me that he executed the within instru-
8 ment on behalf of The Housing Authority of the City of Caldwell.

9 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
10 my official seal the day and year in this certificate first above
11 written.

12
13 _____
14 Notary Public for Idaho
15 Residing at Caldwell, Idaho
16

17 STATE OF IDAHO }
18 County of Canyon } ss.

19 On this _____ day of _____, 1969, before me,
20 the undersigned, a Notary Public in and for said State, personally
21 appeared MINNA HENRY CORNELL, a householder, known to me to be the
22 person whose name is subscribed to the within instrument and acknow-
23 ledged to me that he executed the same.

24 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
25 my official seal the day and year in this certificate first above
26 written.

27
28 _____
29 Notary Public for Idaho
30 Residing at Caldwell, Idaho
31
32

456289

Housing Authority of
the City of Salt Lake

Chas. A. Smith

my

Recorded	
Compared	
Ind. Direct	PS
Ind. Reverse	PS
Bk. & P. D.	PS
Bk. & P. R.	PS
Assigned	

STATE OF IDAHO } ss.
County of Canyon

I hereby certify that this instrument
was filed for record at the request of

Chas. A. Smith

May 1, 1958
at 37 minutes past 2 o'clock P M
in my office, and duly recorded in book
332 of my
at page 663

S. S. FOOTE,
Ex Officio Recorder
By Chas. A. Smith, Deputy
Fee \$ 2.25

MAIL TO PUBLIC HOUSING ADMINISTRATION
1360 Mission Street
SAN FRANCISCO 3 CALIFORNIA

16



75.
21.

- IV. to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- V. to any liability arising out of any statute, law, ordinance, regulation or decision of any court regarding requirements for uninsured motorist or personal injury protection (P.I.P.) coverage.

SERVICE OF SUIT

(Not Applicable in Delaware)

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Joseph M. Walsh, President of the Company, or his nominee, at 515 Main Street, Cincinnati, Ohio 45202, and that in any suit instituted against any one of them upon this contract, this Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada which makes provision therefore, this Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



AMERICAN EMPIRES
SURPLUS LINES
INSURANCE COMPANY

A DELAWARE STOCK COMPANY; ADMINISTRATIVE OFFICES, CINCINNATI, OHIO

Special Coverage Policy

ERRORS & OMISSIONS

JOHN H. CROWTHER, INC.
P. O. Box 7605 - Boise, ID 83707

DEC 19 1988

RECEIVED

GENERAL CONDITIONS

AMERICAN EMPIRE SURPLUS LINES INSURANCE COMPANY (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither, the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. **Cancellation:** This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized representatives or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the Company by mailing to the First Named Insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. If the Named Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.


Secretary


President

(Attach Declarations, Schedules and Endorsements Here)

EXCLUSIONS

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that coverage under this policy shall not apply:

- I. to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- II. to bodily injury or property damage arising out of the discharge, dispersal, release or escape of oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes) into or upon any watercourse or body of water, whether or not such discharge, dispersal, release or escape is sudden and accidental;
- III. A. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom,
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (3) the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.

D. As used in this policy:

- (1) "hazardous properties" include radioactive, toxic or explosive properties;
- (2) "nuclear material" means source material, special nuclear material or byproduct material;
- (3) "source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (4) "spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;
- (5) "waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 6 (a) or 6 (b) thereof;
- (6) "nuclear facility" means:
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

PHA-257

November, 1956

PUBLIC HOUSING ADMINISTRATION
COLLECTION TICKET

4

No. 52091

REMITTANCE: Type Ck. Date June 27, 1961 No. 315564 \$ 1,600.00Received from Housing Authority of the City of Caldwell Date July 3, 1961For Payment on Mortgage NoteContract No. (I.C-36)d-5 Project No. _____ Program _____C/D No. 62-7 C/D Date July 3, 1961 Fund Symbol 861098 D/O Symbol 0300Int 19.66
Prin. 1,580.34

778.66

1175
167519.66
1,580.34

November, 1958

REMITTANCE: Type Ck. Date May 1, 1961 No. 1840 \$ 471.80Received from Housing Authority of the City of Caldwell, Idaho Date May 5, 1961For Annual Payment on Mortgage Note due May 1, 1961Contract No. (LC-36)d-5 Project No. _____ Program _____C/D No. 61-729 C/D Date May 5, 1961 Fund Symbol 86X1098 D/O Symbol 300

SECURITY COLLECTION: P. I. _____

Type _____ No. _____

Interest Rate _____ % Interest to _____

Credited to

Interest \$ 134.80Principal \$ 337.00 \$ 2,359.00
(New Balance)

Accrued Interest Adjustment: No. Int. Days _____

Debit \$ _____ Credit \$ _____

REMARKS

POSTING REFERENCES

ACCOUNTING DISTRIBUTION

Code	Account No.	Amount
	1475	134.80
	1675	337.00

456,268

Re	
Con	
Ind. 1	PS
Ind. 2	CO
Bk. & 1/2	CO
Bk. & 1/2	CO
Assigned	
Released	

U. S. A.

To

Housing Authority of
the City of Caldwell

Quit Claim Deed

STATE OF IDAHO } ss.
County of Canyon

I hereby certify that this instrument
was filed for record at the request of

Cherlow Bryant

May 1, 1958

at 35 minutes past 2 o'clock PM
in my office, and duly recorded in book

255 of Deeds

at page 229

S. S. FOOTE,
Ex Officio Recorder

By Myrtle Hart, Deputy

Fee \$ 2.75

17.
75.

MAIL TO HOUSING AUTHORITY
of City of Caldwell Box 21
CALDWELL IDAHO

CANYON COUNTY
CLERK, AUDITOR & RECORDER

DATE May 1 1958

RECEIVED
OF Thurslaw Bryant \$ 9.00

ADDRESS _____
FILING ☒
RECORDING ☐
CLERK ☐
AUDITING ☐

9 0 0
6 2 5

2 37 5

FOR filing Deeds & mgs.

nine dollars and no/100

RECEIVED
PAYMENT S. L. Fouts

BY Phyllis Stott DEPUTY

444382

U. S. A.

To

Housing Authority of
the City of Caldwell, Ida.

Recorded	
Compared	
Ind. - Direct	00
Ind. - Reverse	00
Bk. & Pg. D.	00
Bk. & Pg. R.	00
Assigned	
Released	

STATE OF IDAHO } ss.
County of Canyon }

I hereby certify that this instrument
was filed for record at the request of

Farm Labor Camp

May 10, 1957
at 30 minutes past 1 o'clock P.M.
in my office, and duly recorded in book

250 of Deeds

at page 205

S. S. FOOTE,
Ex Officio Recorder

By Carlin Smith Deputy

Fee \$ 2.50

Farm Labor Camp

17

Box 91

75

Caldwell

16

For the Housing Authority of City of Caldwell
Your copy of Extraordinary Minutes and
General Certificate. —
Note ⁸ two marked item on General
Certificate to complete the form.
Also note that we have x'd
out the date and signatures
you placed on the attachment to
the Extracts of Minutes.

PHA-3
(Revised 7-15-47)

General Transmittal

REMARKS:

DATE _____

ITEM:

ROUTE TO:

1. ~~Thurlo~~ ~~Bryant~~, Labor Camp
Manager

2. ~~P.O. Box 21~~
Saldwell, Idaho

3. _____

4. _____

5. _____

6. _____

7. _____

(For return, sign here)

- ☐ Acknowledge
- ☐ Approval
- ☐ Comment
- ☐ Copy for you
- ☐ Dispatch
- ☐ File
- ☐ Follow-up
- ☐ Information
- ☐ Note and return
- ☐ Prepare reply
- ☐ See me
- ☐ Signature
- ☐ Surname
- ☐ RETURN

FROM _____ (Name) _____ (Room)

Public Law 1020 - 84th Congress
Chapter 1029 - 2d Session
H. R. 11742

AN ACT

All 70 Stat. 1091.

To extend and amend laws relating to the provision and improvement of housing and the conservation and development of urban communities, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Housing Act of 1956". Housing Act of 1956.

TITLE I—FHA INSURANCE PROGRAMS

PROPERTY IMPROVEMENT LOANS

SEC. 101. (a) (1) Section 2 (a) of the National Housing Act is amended by striking out "September 30, 1956" and inserting in lieu thereof "September 30, 1959". 69 Stat. 635.
12 USC 1703.

(2) The proviso in the second paragraph of section 2 (a) of such Act is amended to read as follows: " : *Provided*, That this clause (iii) may in the discretion of the Commissioner be waived with respect to the period of occupancy or completion of any such new residential structures". Ante, p. 11.

(b) Section 2 (b) of such Act is amended—

(1) by striking out "made for the purpose of financing the alteration, repair, or improvement of existing structures exceeds \$2,500, or for the purpose of financing the construction of new structures exceeds \$3,000" and inserting in lieu thereof "exceeds \$3,500";

(2) by striking out "except that" in clause (2) and inserting in lieu thereof "except that the Commissioner may increase such maximum limitation to five years and thirty-two days if he determines such increase to be in the public interest after giving consideration to the general effect of such increase upon borrowers, the building industry, and the general economy, and"; and

(3) by striking out "\$10,000" and inserting in lieu thereof "\$15,000 nor an average amount of \$2,500 per family unit". 56 Stat. 305.
62 Stat. 1275.

(c) Section 2 (b) of such Act is further amended by striking out "*Provided*, That" and inserting in lieu thereof the following: "*Provided*, That any such obligation with respect to which insurance is granted under this section on or after sixty days from the date of the enactment of this proviso shall bear interest, and insurance premium charges, not exceeding (A) an amount, with respect to so much of the net proceeds thereof as does not exceed \$2,500, equivalent to \$5 discount per \$100 of original face amount of a one-year note payable in equal monthly installments, plus (B) an amount, with respect to any portion of the net proceeds thereof in excess of \$2,500, equivalent to \$4 discount per \$100 of original face amount of such a note: *Provided further*, That the amounts referred to in clauses (A) and (B) of the preceding proviso, when correctly based on tables of calculations issued by the Commissioner or adjusted to eliminate minor errors in computation in accordance with requirements of the Commissioner, shall be deemed to comply with such proviso: *Provided further*, That".

SALES HOUSING INSURANCE

SEC. 102. (a) Section 203 (b) (2) of the National Housing Act is amended by striking out "(but, in any case where the dwelling is not approved for mortgage insurance prior to the beginning of construction, 90 per centum)" and inserting in lieu thereof the following: 68 Stat. 591;
post, p. 1092.
12 USC 1709.

"(but, in any case where the dwelling is not approved for mortgage insurance prior to the beginning of construction, unless the construction of the dwelling was completed more than one year prior to the application for mortgage insurance, 90 per centum)".

68 Stat. 592. (b) Section 203 (h) of such Act is amended by striking out "\$7,000"
12 USC 1709. and inserting in lieu thereof "\$12,000".

RENTAL HOUSING INSURANCE

64 Stat. 53. Sec. 103. (a) Section 207 (c) (2) of the National Housing Act is
12 USC 1713. amended by striking out "80 per centum" and inserting in lieu thereof "90 per centum".

68 Stat. 595. (b) Section 207 (c) (3) of such Act is amended to read as follows:
12 USC 1713. "(3) not to exceed, for such part of such property or project as may be attributable to dwelling use, \$2,250 per room (or \$8,100 per family unit if the number of rooms in such property or project is less than four per family unit) or not to exceed \$1,000 per space or \$300,000 per mortgage for trailer courts or parks: *Provided*, That as to projects to consist of elevator type structures, the Commissioner may, in his discretion, increase the dollar amount limitation of \$2,250 per room to not to exceed \$2,700 per room and the dollar amount limitation of \$8,100 per family unit to not to exceed \$8,400 per family unit, as the case may be, to compensate for the higher costs incident to the construction of elevator type structures of sound standards of construction and design; except that the Commissioner may, by regulation, increase any of the foregoing dollar amount limitations per room contained in this paragraph by not to exceed \$1,000 per room in any geographical area where he finds that cost levels so require."

HOUSING FOR THE ELDERLY

68 Stat. 591; Sec. 104. (a) Section 203 (b) (2) of the National Housing Act is
ante, p.1091. amended by striking out the final period and inserting in lieu thereof
12 USC 1709. a comma and the following: "except that with respect to a mortgage executed by a mortgagor who is sixty years of age or older as of the date the mortgage is accepted for insurance, the mortgagor's payment required by this proviso may be paid by a corporation or person other than the mortgagor under such terms and conditions as the Commissioner may prescribe."

64 Stat. 52. (b) Section 207 (b) of such Act is amended—
12 USC 1713. (1) by inserting "(except provisions relating to housing for elderly persons)" before "to take" in the unnumbered paragraph immediately following paragraph (2); and
(2) by inserting "(except with respect to housing designed for elderly persons, with occupancy preference therefor, as provided in the paragraph following paragraph (3) of subsection (c))" after "hereunder" in the second unnumbered paragraph following paragraph (2).

67 Stat. 123. (c) Section 207 (c) of such Act is amended by striking out the
12 USC 1713. unnumbered paragraph immediately following paragraph (3) and inserting in lieu thereof the following new paragraph:

"Notwithstanding any of the limitations contained in paragraphs (2) and (3) of this subsection, if the entire property or project is specially designed for the use and occupancy of elderly persons in accordance with standards established by the Commissioner and the mortgagor is a financially qualified nonprofit organization acceptable to the Commissioner, the mortgage may involve a principal obligation not in excess of \$8,100 per family unit for such part of such property

as may be attributable to dwelling use and not in excess of 90 per centum of the amount which the Commissioner estimates will be the replacement cost of such property or project when the proposed physical improvements are completed: *Provided*, That the Commissioner shall prescribe such procedures as in his judgment are necessary to secure to elderly persons priorities in occupancy of the units designed for their use."

(d) The Housing and Home Finance Administrator shall establish, in accordance with the provisions of section 601 of the Housing Act of 1949, as amended, an advisory committee on matters relating to housing for elderly persons.

68 Stat. 645.
12 USC 1701h.

COOPERATIVE HOUSING INSURANCE

SEC. 105. (a) Section 213 (a) of the National Housing Act is amended— 64 Stat. 54.
12 USC 1715e.

- (1) by striking out "or" at the end of paragraph (1);
- (2) by inserting "or" at the end of paragraph (2);
- (3) by adding after paragraph (2) the following new paragraph:

"(3) a mortgagor, approved by the Commissioner, which (A) has certified to the Commissioner, as a condition of obtaining the insurance of a mortgage under this section, that upon completion of the property or project covered by such mortgage it intends to sell such property or project to a nonprofit corporation or nonprofit trust of the character described in paragraph (1) of this subsection at the actual cost of such property or project as certified pursuant to section 227 of this Act and will faithfully and diligently make and carry out all reasonable efforts to consummate such sale, and (B) shall be regulated or restricted by the Commissioner as to rents, charges, capital structure, rate of return, and methods of operation during any period while it holds the mortgaged property or project; and for such purpose the Commissioner may make such contracts with, and acquire for not to exceed \$100 such stock or interest in, any such mortgagor as the Commissioner may deem necessary to render effective such restriction or regulation, such stock or interest to be paid for out of the Housing Fund and to be redeemed by such mortgagor at par upon the sale of such property or project to such nonprofit corporation or nonprofit trust;" and

68 Stat. 607.
12 USC 1715r.

- (4) by adding "referred to in paragraphs (1) and (2) of this subsection" after "which corporations or trusts".

(b) Section 213 (b) (2) of such Act is amended— 68 Stat. 595.
12 USC 1715e.

- (1) by striking out "65 per centum" and inserting in lieu thereof "50 per centum";

(2) by amending the last proviso to read as follows: "And *provided further*, That for the purposes of this section the word 'veteran' shall mean a person who has served in the active military or naval service of the United States at any time on or after April 6, 1917, and prior to November 12, 1918, or on or after September 16, 1940, and prior to July 26, 1947, or on or after June 27, 1950, and prior to February 1, 1955"; and

(3) by inserting immediately after "\$8,900" a semicolon and the following: "except that the Commissioner may, by regulation, increase any of the foregoing dollar amount limitations per room contained in this paragraph by not to exceed \$1,000 per room in any geographical area where he finds that cost levels so require: *Provided further*, That in the case of a mortgagor of the character described in paragraph (3) of subsection (a) the mortgage shall

involve a principal obligation in an amount not to exceed 85 per centum of the amount which the Commissioner estimates will be the replacement cost of the property or project when the proposed physical improvements are completed: *Provided further*, That upon the sale of a property or project by a mortgagor of the character described in paragraph (3) of subsection (a) to a nonprofit cooperative ownership housing corporation or trust within two years after the completion of such property or project, the mortgage given to finance such sale shall involve a principal obligation in an amount not to exceed the maximum amount computed in accordance with this subsection without regard to the preceding proviso".

64 Stat. 54.
12 USC 1715e. (c) Section 213 of such Act is further amended by adding at the end thereof the following subsection:

"(h) In the event that a mortgagor of the character described in paragraph (3) of subsection (a) obtains an insured mortgage loan pursuant to this section and fails to sell the property or project covered by such mortgage to a nonprofit housing corporation or nonprofit housing trust of the character described in paragraph (1) of subsection (a) hereof, such mortgagor shall not thereafter be eligible by reason of such paragraph (3) for insurance of any additional mortgage loans pursuant to this section."

68 Stat. 608.
12 USC 1715r. (d) Paragraph (a) of section 227 of such Act is amended by inserting after "subsection (a) thereof" the following: "or with respect to any property or project of a mortgagor of the character described in paragraph (3) of subsection (a) thereof".

GENERAL MORTGAGE INSURANCE AUTHORIZATION

68 Stat. 596;
69 Stat. 636.
12 USC 1715h. SEC. 106. Section 217 of the National Housing Act is amended—
(1) by striking out "July 1, 1955" in the first sentence and inserting in lieu thereof "July 1, 1956";
(2) by striking out "\$4,000,000,000" in the first sentence and inserting in lieu thereof "\$3,000,000,000"; and
(3) by striking out "section 2" in the first and second sentences and inserting in lieu thereof "section 2 and section 803".

HOUSING IN URBAN RENEWAL AREAS

68 Stat. 598.
12 USC 1715k. SEC. 107. (a) Section 220 (d) (3) (B) (ii) of the National Housing Act is amended by inserting after "Commissioner" in the parenthetical phrase a comma and the following: "and shall include an allowance for builder's and sponsor's profit and risk of 10 per centum of all of the foregoing items except the land unless the Commissioner, after certification that such allowance is unreasonable, shall by regulation prescribe a lesser percentage".

(b) Section 220 (d) (3) (B) (iii) of such Act is amended by striking out in the first proviso thereof all that follows "construction and design" and inserting in lieu thereof a colon and the following: "*Provided, further*, That the Commissioner may, by regulation, increase any of the foregoing dollar amount limitations by not to exceed \$1,000 per room or per family unit, as the case may be, in any geographical area where he finds that cost levels so require".

LOW-COST HOUSING FOR DISPLACED FAMILIES

68 Stat. 600.
12 USC 1715l. SEC. 108. Section 221 (d) of the National Housing Act is amended—
(1) by striking out "\$7,600" in paragraphs (2) and (3) and inserting in lieu thereof "\$9,000";

"CONTRIBUTIONS"

"SEC. 512. In connection with loans made pursuant to section 503, the Secretary is authorized to make commitments for contributions aggregating not to exceed \$10,000,000 during the period beginning July 1, 1956, and ending June 30, 1961." 63 Stat. 434.
42 USC 1473.

(c) Clause (b) of section 513 of such Act is amended to read as follows: "(b) not to exceed \$50,000,000 for grants pursuant to section 504 (a) and loans pursuant to section 504 (b) during the period beginning July 1, 1956, and ending June 30, 1961; and". 63 Stat. 438.
42 USC 1483.

(d) This section shall take effect as of July 1, 1956.

Effective date.

SERVICEMEN'S READJUSTMENT ACT OF 1944

SEC. 607. Paragraph (C) of subsection (b) of section 512 of the Servicemen's Readjustment Act of 1944 is amended by striking out "1957" and inserting in lieu thereof "1958". 64 Stat. 76;
66 Stat. 683.
38 USC 6941.

Approved August 7, 1956.

(d) In carrying out the provisions of this section, the Administrator is hereby authorized to request and receive such information or data as he deems appropriate from private individuals, organizations, and other public agencies. Any such information or data shall be used only for the purposes for which it is supplied, and no publication shall be made by the Administrator whereby the information or data furnished by any particular person or establishment can be identified, except with the consent of such person or establishment.

(e) Nothing contained in this section shall limit any authority of the Administrator under title III of the Housing Act of 1948, as amended, or any other provision of law.

PUBLIC FACILITY LOANS

69 Stat. 642. SEC. 603. Title II of the Housing Amendments of 1955 is amended
42 USC 1491- by adding at the end thereof the following new section:
1495. "SEC. 206. As used in this title, the term 'States' means the several States, the District of Columbia, the Commonwealth of Puerto Rico, and the Territories and possessions of the United States."

HOME OWNERS' LOAN ACT OF 1933

68 Stat. 636; SEC. 604. (a) Section 5 (c) of the Home Owners' Loan Act of 1933
69 Stat. 641. is amended by striking out "\$2,500" in the proviso at the end of the
12 USC 1464. second paragraph and inserting in lieu thereof "\$3,500".

(b) Section 5 (c) of such Act is further amended by striking out "15 per centum" in the first sentence and inserting in lieu thereof "20 per centum".

HOSPITAL CONSTRUCTION

65 Stat. 295. SEC. 605. (a) Notwithstanding the provisions of section 104 of the
42 USC 1591c. Defense Housing and Community Facilities and Services Act of 1951,
65 Stat. 305. the authority under section 304 of such Act to make loans or grants,
42 USC 1592c. or other payments to public and nonprofit agencies for the construction of hospitals is hereby revived and extended with respect to public and nonprofit agencies which have, prior to June 30, 1953, applied under such section 304 for such loans or grants, or other payments for the construction of hospitals, and have been denied such loans or grants, or other payments solely because of the unavailability of funds for such purpose.

(b) The authority granted by this section shall expire June 30, 1958.

(c) There is hereby authorized to be appropriated the sum of \$5,000,000 for the purposes of this section for each of the fiscal years ending June 30, 1957, and June 30, 1958.

FARM HOUSING

63 Stat. 438. SEC. 606. (a) The first sentence of section 511 of the Housing Act
42 USC 1481. of 1949 is amended to read as follows: "The Secretary may issue notes and other obligations for purchase by the Secretary of the Treasury for the purpose of making loans under this title (other than loans under section 504 (b)). The total principal amount of such notes and obligations issued pursuant to this section during the period beginning July 1, 1956, and ending June 30, 1961, shall not exceed \$450,000,000."

(b) Section 512 of such Act is amended to read as follows:

(2) by striking out "\$8,600" in paragraphs (2) and (3) and inserting in lieu thereof "\$10,000";

(3) by striking out "95 per centum of the appraised value (as of the date the mortgage is accepted for insurance) of a property, upon which there is located a dwelling designed principally for a single-family residence: *Provided*, That the mortgagor shall be the owner and occupant of the property at the time of the insurance and shall have paid on account of the property at least 5 per centum of the Commissioner's estimate of the cost of acquisition in cash or its equivalent" in paragraph (2) and inserting in lieu thereof the following: "the appraised value (as of the date the mortgage is accepted for insurance) of a property upon which there is located a dwelling designed principally for a single-family residence, less such amount as may be necessary to comply with the succeeding proviso: *Provided*, That the mortgagor shall be the owner and occupant of the property at the time of the insurance and shall have paid on account of the property at least \$200 in cash or its equivalent (which amount may include amounts to cover settlement costs and initial payments for taxes, hazard insurance, mortgage insurance premium, and other prepaid expenses)";

(4) by striking out "95 per centum of" in paragraph (3);

(5) by striking out "agencies thereof" in paragraph (3) and inserting in lieu thereof "agencies thereof or the Federal Housing Commissioner"; and

(6) by striking out "thirty" in paragraph (4) and inserting in lieu thereof "forty".

APPROVAL OF COST CERTIFICATIONS

SEC. 109. Section 227 of the National Housing Act is amended— 68 Stat. 607.
12 USC 1715r.

(1) by inserting after the first sentence the following new sentence: "Upon the Commissioner's approval of the mortgagor's certification as required hereunder, such certification shall be final and incontestable, except for fraud or material misrepresentation on the part of the mortgagor.";

(2) by inserting after "legal expenses," each place it appears in paragraph (c) the following: "such allocations of general overhead items as are acceptable to the Commissioner,";

(3) by inserting after "maximum insurable mortgage amount" in paragraph (b) a semicolon and the following: "except that if the mortgage is to assist the financing of repair or rehabilitation and no part of the proceeds will be used to finance the purchase of the land or structure involved, the approved percentage shall be 100 per centum"; and by striking out "(without reduction by reason of the application of the approved percentage requirements of this section)" in clause (ii) (B) of paragraph (c);

(4) by amending the proviso in paragraph (c) to read as follows: "Provided, That such additional amount under (A) of this clause (ii) shall in no event exceed the Commissioner's estimate of the fair market value of such land and improvements prior to such repair or rehabilitation, and such additional amount under (B) of this clause (ii) shall in no event exceed the approved percentage of the Commissioner's estimate of the fair market value of such land and improvements prior to such repair or rehabilitation"; and

(5) by adding at the end of paragraph (c) the following: "In the case of a mortgage insured under section 220 where the mortgagor is also the builder as defined by the Commissioner," 68 Stat. 596.
12 USC 1715k.

there shall be included in the actual cost, in lieu of the allowance for builder's profit under clause (i) or (ii) of the preceding sentence, an allowance for builder's and sponsor's profit and risk of 10 per centum (unless the Commissioner, after finding that such allowance is unreasonable, shall by regulation prescribe a lesser percentage) of all other items entering into the term 'actual cost' except land or amounts paid for a leasehold and amounts included under either (A) or (B) of clause (ii) of the preceding sentence. In the case of a mortgage insured under section 220 where the mortgagor is not also the builder as defined by the Commissioner, there shall be included in the actual cost an allowance for sponsor's profit and risk of the said 10 per centum or lesser percentage of all other items entering into the term 'actual cost' except land or amounts paid for a leasehold, amounts included under either (A) or (B) of the said clause (ii), and amounts paid by the mortgagor under a general construction contract."

68 Stat. 596.
12 USC 1715k.

Federal National Mortgage Association.
68 Stat. 613.
12 USC 1717.

TITLE II—SECONDARY MORTGAGE MARKET

SEC. 201. Section 302 (b) of the National Housing Act is amended—

- (1) by striking out "and (2)" and inserting in lieu thereof "(2)";
- (2) by striking out "if (i)" and inserting in lieu thereof "if";

and
(3) by striking out "or (ii) the original principal obligation thereof exceeds or exceeded \$15,000 for each family residence or dwelling unit covered by the mortgage" and inserting in lieu thereof "; and (3) the Association may not purchase any mortgage, except a mortgage insured under section 803 or a mortgage covering property located in Alaska, Guam, or Hawaii, if the original principal obligation thereof exceeds or exceeded \$15,000 for each family residence or dwelling unit covered by the mortgage".

69 Stat. 647.
12 USC 1748b.

SEC. 202. Section 303 (b) of such Act is amended by striking out the first sentence and inserting: "The Association shall accumulate funds for its capital surplus account from private sources by requiring each mortgage seller to make payments of nonrefundable capital contributions equal to 2 per centum of the unpaid principal amounts of mortgages purchased or to be purchased by the Association from such seller or equal to such other greater or lesser percentage, but not less than 1 per centum thereof, as the Association may determine from time to time, taking into consideration conditions in the mortgage market and the general economy."

SEC. 203. Section 304 (a) of such Act is amended by striking out "at the market price" in the second sentence and inserting "within the range of market prices".

68 Stat. 615.
12 USC 1719.

SEC. 204. (a) Section 304 (a) of such Act is amended by adding at the end thereof the following new sentence: "Notwithstanding any other provision of this section, advance commitments to purchase mortgages in secondary market operations under this section shall be issued only at prices which are sufficient to facilitate advance planning of home construction, but which are sufficiently below the price then offered by the Association for immediate purchase to prevent excessive sales to the Association pursuant to such commitments."

(b) Section 304 (d) of such Act is amended to read as follows:

"(d) The Association may not purchase participations in its operations under this section."

SEC. 205. Section 305 (b) of such Act is amended by striking out the second sentence and inserting in lieu thereof the following:

68 Stat. 617.
12 USC 1720.

TITLE VI—MISCELLANEOUS

COLLEGE HOUSING

SEC. 601. Section 401 (d) of the Housing Act of 1950 is amended by striking out "\$500,000,000" and inserting in lieu thereof "\$750,000,000".

69 Stat. 645.
12 USC 1749.

RESEARCH

SEC. 602. (a) The Housing and Home Finance Administrator is authorized and directed to undertake such programs of investigation, analysis, and research as he determines to be necessary and appropriate in the exercise of his responsibilities, including the formulation and carrying out of national housing policies and programs. Without limiting such authority, such programs shall develop and supply data and information on—

- (1) the housing inventory of the Nation and the production, use, and demolition and conversion of residential structures, and such other factors as affect the total supply of housing;
- (2) mortgage market problems;
- (3) the extent to which adequate housing is available to the low-income and middle-income families of the Nation through public and private means;
- (4) housing for elderly persons;
- (5) residential design, assembly methods, and materials use in relation to cost, utility, and comfort; and
- (6) characteristics of current and prospective housing market demand.

(b) (1) In order to permit the Administrator to carry out the functions vested in him by subsection (a) of this section, he is hereby authorized to enter into contracts with agencies of State and local governments and educational institutions and other nonprofit organizations and into working agreements with departments and independent establishments and agencies of the Federal Government in accordance with paragraph (3) of this subsection: *Provided*, That the total amount of such contracts and working agreements shall not exceed \$500,000 during the fiscal year 1957, which amount shall be increased by further amounts of \$1,000,000 on July 1, 1957, and July 1, 1958, respectively.

(2) There are hereby authorized to be appropriated out of any money in the Treasury not otherwise appropriated such sums as may be necessary to carry out the purposes of this section, including administrative expenses which are hereby authorized, and amounts necessary to make payments pursuant to contracts or working agreements authorized under subsection (b) (1) of this section.

(3) The provisions of the third and fourth sentences of subsection (a) of section 301 of the Housing Act of 1948 and of subsection (c) of section 502 of such Act shall apply to contracts and appropriations pursuant to this section.

(c) The Administrator may disseminate (without regard to the provisions of section 306 of the Penalty Mail Act of 1948 (39 U. S. C. 321n)) any data or information acquired or held under this section, including related data and information otherwise available to the Administrator through the operation of the programs and activities of the Housing and Home Finance Agency, in such form as he shall determine to be most useful to departments, establishments, and agencies of the Federal Government or State or local governments, to industry and to the general public.

63 Stat. 431.
12 USC 1701e.
62 Stat. 1284.
12 USC 1701e.

62 Stat. 1049.

ited shall be paid in a lump sum or over a period not exceeding five years in accordance with stipulations executed by the parties in the proceedings. In connection with condemnation proceedings which do not utilize the procedures under such Act, the Secretary or his designee, after final judgment of the court, may pay or agree to pay in a lump sum or, in accordance with stipulations executed by the parties to the proceedings, over a period not exceeding five years the difference between the outstanding principal obligation, plus accrued interest, and the price for the property fixed by the court. Unless such payment is made in a lump sum, the unpaid balance thereof shall bear interest at the rate of 4 per centum per annum.

40 USC 255.

"(d) Property acquired under this section may be occupied, used, and improved for the purposes of this section prior to the approval of title by the Attorney General as required by section 355 of the Revised Statutes, as amended.

"(e) The Secretary or his designee may, in the case of any housing acquired or to be acquired under this section, make arrangements with the mortgagee whereby such mortgagee will agree to release and waive all requirements of accruals for reserves for replacement, taxes, and hazard insurance provided for under the corporate charter and indenture agreement with respect to such housing, upon the execution of a written agreement by the Secretary or his designee that the purposes for which such reserves and other funds were accrued will be carried out.

"(f) Any housing acquired under this section may be (1) assigned as public quarters to military personnel and their dependents; or (2) leased to military and civilian personnel for occupancy by them and their dependents, upon such terms and conditions as will in the judgment of the Secretary of Defense or his designee be in the best interest of the United States, without loss to military personnel of their basic allowance for quarters or appropriate allotments. Amounts equal to the quarters allowances or appropriate allotments of military personnel to whom such housing is assigned as public quarters under clause (1), and the rental charges realized under clause (2), shall be deposited in the revolving fund created by subsection (g).

"(g) There is hereby created a fund which shall be used by the Secretary of Defense or his designee as a revolving fund for the purpose of paying for housing and related property acquired under this section, paying interest, principal, mortgage insurance premiums, and other obligations (except those for maintenance and operation) with respect to such housing, and paying expenses incurred in the alteration, improvement, rehabilitation, and repair of such housing. The amounts and charges referred to in the last sentence of subsection (f) of this section, and any savings realized in the operation of section 405, shall be deposited in such fund. For the purposes of the preceding sentence, the term 'savings realized in the operation of section 405' means the difference between the amount made available for payments under section 405 and the amount actually used in making such payments.

69 Stat. 652.
42 USC 1594b.

"(h) The Secretary of the Treasury is authorized and directed to establish on the books of the Treasury Department the revolving fund created pursuant to the authority of this section. To provide capital for such fund, there is authorized to be appropriated a sum not to exceed \$50,000,000 and the Secretary of Defense, with the approval of the President, is authorized to transfer from unexpended balances of any appropriations of the military departments not carried to the surplus fund of the Treasury such sums as may be determined by the Secretary of Defense to be necessary to provide adequate capital for the revolving fund."

"Notwithstanding any other provision of this section, the price to be paid by the Association for mortgages purchased in its operations under this section, during a period of one year from the date of the enactment of the Housing Act of 1956, shall be not less than 99 per centum of the unpaid principal amount thereof at the time of purchase, with adjustments for interest and any comparable items."

Sec. 206. Section 305 (f) of such Act is amended by striking out "by the Housing Amendments of 1955" and inserting in lieu thereof "on or after August 11, 1955".

Sec. 207. Section 305 (e) of such Act is amended—

(1) by inserting "and purchase transactions" after the words "advance commitment contracts";

(2) inserting "or transactions" after the words "if such commitments"; and

(3) by striking out "but not more than \$5,000,000 of such authorization shall be available for such commitments in any one State" and inserting in lieu thereof "but such commitments in any one State shall not exceed \$5,000,000 outstanding at any one time".

Sec. 208. So much of section 305 (c) of such Act as precedes the proviso is amended by striking out "purchasers" and inserting in lieu thereof "purchases".

Sec. 209. (a) The last sentence of section 306 (c) of such Act is amended by striking out "and subsection (e) of this section".

(b) Section 306 (e) of such Act is repealed.

TITLE III—SLUM CLEARANCE AND URBAN RENEWAL

Sec. 301. Section 102 (d) of the Housing Act of 1949 is amended by adding at the end thereof the following: "Notwithstanding section 110 (h) or the use in any other provision of this title of the term 'local public agency' or 'local public agencies' the Administrator may make advances of funds under this subsection for surveys and plans for an urban renewal project (including General Neighborhood Renewal Plans as hereinafter defined) to a single local public body which has the authority to undertake and carry out a substantial portion, as determined by the Administrator, of the surveys and plans or the project respecting which such surveys and plans are to be made: *Provided*, That the application for such advances shows, to the satisfaction of the Administrator, that the filing thereof has been approved by the public body or bodies authorized to undertake the other portions of the surveys and plans or of the project which the applicant is not authorized to undertake."

Sec. 302. (a) (1) Section 105 (a) of the Housing Act of 1949 is amended by striking out "(including any redevelopment plan constituting a part thereof)".

(2) Section 110 (b) of such Act is amended by inserting "and" after the semicolon at the end of clause (1), and by striking out "; and (3)" and all that follows and inserting in lieu thereof a period.

(b) (1) Section 110 (c) of such Act is amended to read as follows:

"(c) 'Urban renewal project' or 'project' may include undertakings and activities of a local public agency in an urban renewal area for the elimination and for the prevention of the development or spread of slums and blight, and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof, in accordance

with such urban renewal plan. Such undertakings and activities may include—

"(1) acquisition of (i) a slum area or a deteriorated or deteriorating area, or (ii) land which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community, or (iii) open land necessary for sound community growth which is to be developed for predominantly residential uses: *Provided*, That the requirement in paragraph (a) of this section that the area be a slum area or a blighted, deteriorated or deteriorating area shall not be applicable in the case of an open land project;

"(2) demolition and removal of buildings and improvements;

"(3) installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the urban renewal area the urban renewal objectives of this title in accordance with the urban renewal plan;

"(4) disposition of any property acquired in the urban renewal area (including sale, initial leasing or retention by the local public agency itself) at its fair value for uses in accordance with the urban renewal plan;

"(5) carrying out plans for a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the urban renewal plan; and

"(6) acquisition of any other real property in the urban renewal area where necessary to eliminate unhealthful, insanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities.

"For the purposes of this title, the term 'project' shall not include the construction or improvement of any building, and the term 'redevelopment' and derivatives thereof shall mean development as well as redevelopment. For any of the purposes of section 109 hereof, the term 'project' shall not include any donations or provisions made as local grants-in-aid and eligible as such pursuant to clauses (2) and (3) of section 110 (d) hereof.

"Financial assistance shall not be extended under this title with respect to any urban renewal area which is not clearly predominantly residential in character unless such area will be a predominantly residential area under the urban renewal plan therefor: *Provided*, That, where such an area which is not clearly predominantly residential in character contains a substantial number of slum, blighted, deteriorated, or deteriorating dwellings or other living accommodations, the elimination of which would tend to promote the public health, safety, and welfare in the locality involved and such area is not appropriate for predominantly residential uses, the Administrator may extend financial assistance for such a project, but the aggregate of the capital grants made pursuant to this title with respect to such projects shall not exceed 10 per centum of the total amount of capital grants authorized by this title.

"In addition to all other powers hereunder vested, where land within the purview of clause (1) (ii) or (1) (iii) of the first paragraph of this subsection (whether it be predominantly residential or nonresidential in character) is to be redeveloped for predominantly nonresidential uses, loans and advances under this title may be extended therefor if the governing body of the local public agency determines that such redevelopment for predominantly nonresidential uses is necessary and appropriate to facilitate the proper growth and development of the

68 Stat. 626.
42 USC 1459.

Post, p. 1099.

by the Federal Government or the lessee for the provision or maintenance of streets, sidewalks, curbs, gutters, sewers, lighting, snow removal or any other services or facilities which are customarily provided by the State, county, city, or other local taxing authority with respect to such other similar property: *And provided further*, That the provisions of this section shall not apply to properties leased pursuant to the provisions of section 805 of the National Housing Act as amended on or after August 11, 1955, which properties shall be exempt from State or local taxes or assessments."

69 Stat. 651.
12 USC 1748d.

ACQUISITION OF WHERRY ACT HOUSING

SEC. 512. Section 404 of the Housing Amendments of 1955 is amended to read as follows:

69 Stat. 652.
42 USC 1594a.

"SEC. 404. (a) Whenever the Secretary of Defense or his designee deems it necessary for the purpose of this title, he may acquire by purchase, donation, condemnation, or other means of transfer, any land or (with the approval of the Federal Housing Commissioner) any housing financed with mortgages insured under the provisions of title VIII of the National Housing Act as in effect prior to the enactment of the Housing Amendments of 1955. The purchase price of any such housing shall not exceed the Federal Housing Commissioner's estimate of the replacement cost of such housing and related property (not including the value of any improvements installed or constructed with appropriated funds) as of the date of final endorsement for mortgage insurance reduced by an appropriate allowance for physical depreciation, as determined by the Secretary of Defense or his designee upon the advice of the Commissioner: *Provided*, That in any case where the Secretary or his designee acquires a project held by the Commissioner, the price paid shall not exceed the face value of the debentures (plus accrued interest thereon) which the Commissioner issued in acquiring such project.

63 Stat. 570.
12 USC 1748
et seq.

"(b) Notwithstanding any provision of subsection (a) to the contrary, the Secretary of Defense or his designee shall, in the manner provided in subsection (a), acquire by purchase, donation, or other means of transfer or, if the parties cannot agree upon terms for acquisition by such means, by condemnation, any housing constructed under the mortgage insurance provisions of title VIII of the National Housing Act (as in effect prior to the enactment of the Housing Amendments of 1955) which is located at or near a military installation where the construction of housing under the Armed Services Housing Mortgage Insurance Program has been approved by the Secretary.

"(c) Condemnation proceedings instituted pursuant to this section shall be conducted in accordance with the provisions of the Act of August 1, 1888 (25 Stat. 357; 40 U. S. C., sec. 257) as amended, or any other applicable Federal statute. Before any such condemnation proceedings are instituted, an effort shall be made to acquire the property involved by negotiation. In any condemnation proceedings instituted pursuant to this section, the court shall not order the party in possession to surrender possession in advance of final judgment unless a declaration of taking has been filed, and a deposit of the amount estimated to be just compensation has been made, under the first section of the Act of February 26, 1931 (46 Stat. 1421), providing for such declarations. Unless title is in dispute, the court, upon application, shall promptly pay to the owner at least 75 per centum of the amount so deposited, but such payment shall be made without prejudice to any party to the proceeding. In the event that condemnation proceedings are instituted in accordance with procedures under such Act of February 26, 1931, the court shall order that the amount depos-

40 USC 258a.

40 USC 258a-258e.

of the property or project where owned by the United States and not provided for out of the proceeds of the mortgage, shall not exceed an average of \$16,500 per family unit; and".

69 Stat. 648.
12 USC 1748b. SEC. 506. (a) Section 803 (b) (3) (C) of such Act is amended by striking out "eligible builder of" and inserting in lieu thereof "eligible bidder with respect to".

69 Stat. 651.
42 USC 1594. (b) Sections 403 (a) and 403 (b) of the Housing Amendments of 1955 are amended by striking out "eligible builder" wherever the term appears therein and inserting in lieu thereof "eligible bidder".

(c) Section 403 (a) of the Housing Amendments of 1955 is amended by striking out "the builder" wherever appearing therein and inserting in lieu thereof "the mortgagor".

(d) Section 403 (a) of the Housing Amendments of 1955 is amended by striking out "with any builder".

SEC. 507. Section 403 (a) of the Housing Amendments of 1955 is further amended by inserting immediately before the last sentence the following: "Any such contract shall provide for the furnishing by the contractor of a performance bond and a payment bond with a surety or sureties satisfactory to the Secretary of Defense, or his designee, and the furnishing of such bonds shall be deemed a sufficient compliance with the provisions of section 1 of the Act of August 24, 1935 (49 Stat. 793), and no additional bonds shall be required under such section."

40 USC 270a.
69 Stat. 652.
42 USC 1594b. SEC. 508. Section 405 of the Housing Amendments of 1955 is amended by striking out "\$9,000,000" and inserting in lieu thereof "\$21,000,000".

69 Stat. 653.
42 USC 1594c. SEC. 509. The second sentence of section 406 of the Housing Amendments of 1955 is amended by inserting after the colon immediately following the first proviso the following: "Provided further, That such plans, drawings, and specifications, when developed pursuant to arrangements made under this section after the date of the enactment of the Housing Act of 1956, shall follow the principle of modular measure, in order that the housing may be built by conventional construction, on-site fabrication, factory precutting, factory fabrication, or any combination of these construction methods."

69 Stat. 646.
12 USC 1720,
1748-1748g;
42 USC 1594-
1594e. SEC. 510. Title IV of the Housing Amendments of 1955 is amended by adding at the end thereof the following new section:

"SEC. 410. In the construction of housing under the authority of this title and title VIII of the National Housing Act, as amended, the maximum limitations on net floor area for each unit shall be the same as the net floor area permanent limitations prescribed in the second, third, and fourth provisos of section 3 of the Act of June 12, 1948 (62 Stat. 375), or in section 3 of the Act of June 16, 1948 (62 Stat. 459), other than the first, second, and third provisos thereof."

62 Stat. 379,
462.
5 USC 626p;
34 USC 911b-
911d.
69 Stat. 653.
42 USC 1594
note. SEC. 511. Section 408 of the Housing Amendments of 1955 is amended by adding at the end thereof the following: "Nothing contained in the provisions of title VIII of the National Housing Act in effect prior to August 11, 1955, or any related provision of law, shall be construed to exempt from State or local taxes or assessments the interest of a lessee from the Federal Government in or with respect to any property covered by a mortgage insured under such provisions of title VIII: *Provided*, That, no such taxes or assessments (not paid or encumbering such property or interest prior to June 15, 1956) on the interest of such lessee shall exceed the amount of taxes or assessments on other similar property of similar value, less such amount as the Secretary of Defense or his designee determines to be equal to (1) any payments made by the Federal Government to the local taxing or other public agencies involved with respect to such property, plus

(2) such amount as may be appropriate for any expenditures made

community in accordance with sound planning standards and local community objectives and to afford maximum opportunity for the redevelopment of the project area by private enterprise: *Provided*, That loans and outstanding advances to any local public agency pursuant to the authorization of this sentence shall not exceed 2½ per centum of the estimated gross project costs of the projects undertaken under other contracts with such local public agency pursuant to this title."

(2) The first sentence of section 110 (d) of such Act is amended by striking out the words "either the second or third sentence" in clause (2) and inserting "the second sentence".

(c) The first sentence of section 110 (d) of such Act is amended by striking out the phrase "public facilities financed by special assessments against land in the project area," in clause (3) and adding the following proviso before the period at the end of the sentence: "And provided further, That in any case where a public facility furnished as a local grant-in-aid is financed in whole or in part by special assessments against real property in the project area acquired by the local public agency as part of the project, an amount equal to the total special assessments against such real property (or, in the case of a computation pursuant to the proviso immediately preceding, the estimated amount of such total special assessments) shall be deducted from the cost of such facility for the purpose of computing the amount of the local grants-in-aid for the project".

(d) Section 110 (e) of such Act is amended by adding the following at the end thereof: "Where real property in the project area is acquired and is owned as part of the project by the local public agency and such property is not subject to ad valorem taxes by reason of its ownership by the local public agency and payments in lieu of taxes are not made on account of such property, there may (with respect to any project for which a contract of Federal assistance under this title is in force or is hereafter executed) be included, at the discretion of the Administrator, in gross project cost an amount equal to the ad valorem taxes which would have been levied upon such property if it had been subject to ad valorem taxes, but in all cases prorated for the period during which such property is owned by the local public agency as part of the project, and such amount shall also be considered a cash local grant-in-aid within the purview of section 110 (d) hereof. Such amount, and the amount of taxes or payments in lieu of taxes included in gross project cost, shall be subject to the approval of the Administrator and such rules, regulations, limitations, and conditions as he may prescribe."

SEC. 303. (a) Section 102 (d) of the Housing Act of 1949 is amended *Ante*, p. 1097. by adding the following at the end thereof:

"In order to facilitate proper preliminary planning for the attainment of the urban renewal objectives of this title, the Administrator may also make advances of funds (in addition to those authorized above) to local public agencies for the preparation of General Neighborhood Renewal Plans (as herein defined) for urban renewal areas of such scope that the urban renewal activities therein may have to be carried out in stages, consistent with the capacity and resources of the respective local public agency, over an estimated period of not more than ten years. No contract for advances for the preparation of a General Neighborhood Renewal Plan may be made unless the Administrator has determined that:

General Neighborhood
Renewal
Plans.

"(1) in the interest of sound community planning, it is desirable that the urban renewal area be planned for urban renewal purposes in its entirety;

"(2) the local public agency proposes to undertake promptly an urban renewal project embracing at least 10 per centum of such area, upon completion of the General Neighborhood Renewal Plan and the preparation of an urban renewal plan for such project; and

"(3) the governing body of the locality has by resolution or ordinance (i) approved the undertaking of the General Neighborhood Renewal Plan and the submission of an application for such advance and (ii) represented that such plan will be used to the fullest extent feasible as a guide for the provision of public improvements in such area and that the plan will be considered in formulating codes and other regulatory measures affecting property in the area and in undertaking other local governmental activities pertaining to the development, redevelopment, rehabilitation, and conservation of the area.

The contract for any such advance of funds for a General Neighborhood Renewal Plan shall be made upon the condition that such advance shall be repaid, with interest at not less than the applicable going Federal rate, out of any moneys which become available to the local public agency for the undertaking of the first urban renewal project in such area: *Provided*, That in the event of the undertaking of any other project or projects in such area an appropriate allocation of the amount of the advance, with interest, may be effected to the end that each such project may bear its proper allocable part, as determined by the Administrator, of the cost of the General Neighborhood Renewal Plan. As used herein, a General Neighborhood Renewal Plan means a preliminary plan (conforming, in the determination of the governing body of the locality, to the general plan of the locality as a whole and to the workable program of the community meeting the requirements of section 101) which outlines the urban renewal activities proposed for the area involved, provides a framework for the preparation of urban renewal plans and indicates generally, to the extent feasible in preliminary planning, the land uses, population density, building coverage, prospective requirements for rehabilitation and improvement of property, and any portions of the area contemplated for clearance and redevelopment."

(b) Section 102 (d) of such Act is further amended by striking out "The Administrator may make advances of funds to local public agencies for" and inserting in lieu thereof "The Administrator may make advances of funds to local public agencies for surveys of urban areas to determine whether the undertaking of urban renewal projects therein may be feasible and for".

Sec. 304. Section 106 (e) of the Housing Act of 1949 is amended by striking out "\$70,000,000" and inserting in lieu thereof "\$100,000,000".

Sec. 305. Section 106 of such Act is further amended by adding at the end thereof the following new subsection:

"(f) (1) Notwithstanding any other provision of this title, an urban renewal project respecting which a contract for a capital grant is executed under this title may include the making of relocation payments (as defined in paragraph (2)); and such contract shall provide that the capital grant otherwise payable under this title shall be increased by an amount equal to such relocation payments and that no part of the amount of such relocation payments shall be required to be contributed as part of the local grant-in-aid.

"(2) As used in this subsection, the term 'relocation payments' means payments by a local public agency, in connection with a project, to individuals, families, and business concerns for their reasonable and necessary moving expenses and any actual direct losses of property

68 Stat. 623.
42 USC 1451.

68 Stat. 624;
ante, p. 1097.
42 USC 1452.

69 Stat. 637.
42 USC 1456.

Housing Authority of the City of Los Angeles (California), \$104,765.05.

Housing Authority of the City of Monroe (Louisiana), \$1,560.76.

Housing Authority of the City of Dothan (Alabama), \$1,238.46.

Housing Authority of the City of Sacramento (California), \$26,628.29.

Cincinnati Metropolitan Housing Authority (Ohio), \$59,576.64.

Housing Authority of the City of Tampa (Florida), \$22,959.85.

TITLE V—MILITARY HOUSING

ARMED SERVICES HOUSING MORTGAGE INSURANCE

SEC. 501. Section 801 (g) of the National Housing Act is amended to read as follows: 69 Stat. 646.
12 USC 1748.

"(g) The term 'State' includes the several States, and Alaska, Hawaii, Puerto Rico, the District of Columbia, Guam, the Virgin Islands, the Canal Zone, and Midway Island."

SEC. 502. Section 803 (a) of such Act is amended by striking out "September 30, 1956" and inserting in lieu thereof "June 30, 1958". 69 Stat. 647.
12 USC 1748b.

SEC. 503. Section 803 (a) of such Act is further amended by striking out the first proviso and inserting in lieu thereof the following: "Provided, That the aggregate amount of principal obligations of all mortgages insured under this title (except mortgages insured pursuant to the provisions of this title in effect prior to the enactment of the Housing Amendments of 1955) shall not exceed \$2,300,000,000".

SEC. 504. Section 803 (b) (2) of such Act is amended by striking out all that follows clause (i) and inserting in lieu thereof the following: "and (ii) with the approval of the Commissioner, shall have determined that adequate housing is not available for such personnel at reasonable rentals within reasonable commuting distance of the installation and that the mortgaged property will not, so far as can reasonably be foreseen, substantially curtail occupancy in existing housing covered by mortgages insured under this Act. The housing accommodations shall comply with such standards and conditions as the Commissioner may prescribe to establish the acceptability of such property for mortgage insurance, except that the certification of the Secretary of Defense or his designee shall (for purposes of mortgage insurance under this title) be conclusive evidence to the Commissioner of the existence of the need for such housing. However, if the Commissioner does not concur in the housing needs as certified by the Secretary, the Commissioner may require the Secretary to guarantee the Armed Services Housing Mortgage Insurance Fund against loss with respect to the mortgage covering such housing. The Commissioner shall report to the Committees on Banking and Currency of the Senate and the House of Representatives each instance in which he has required the Secretary to guarantee the Armed Services Housing Mortgage Insurance Fund, with reasons therefor. There are hereby authorized to be appropriated such sums as may be necessary to provide for payment to meet losses arising from such guaranty."

SEC. 505. Section 803 (b) (3) (B) of such Act is amended to read as follows: 69 Stat. 648.
12 USC 1748b.

"(B) not to exceed an average of \$16,500 per family unit for such part of such property or project (including ranges, refrigerators, shades, screens, and fixtures) as may be attributable to dwelling use: *Provided*, That the replacement cost of the property or project as determined by the Commissioner, including the estimated value of any usable utilities within the boundaries

Report to Congressional committees.

Appropriation.

Atlanta, Ga.

that any net revenues be applied by such city as advance payment on the last maturing installments of the purchase price.

(d) (1) Notwithstanding any other provision of law, the Public Housing Commissioner is authorized and directed to sell and convey by quitclaim deed to the Georgia Institute of Technology, upon full payment in cash of the purchase price determined under paragraph (2), all of the right, title, and interest of the United States in and to that real property (including furniture, fixtures, and equipment located on the property on the date of the execution of the contract or sale under this subsection), situated in Atlanta, Georgia, known as the Techwood Dormitory and more particularly described as follows:

Commencing at the intersection of the south line of North Avenue with the east line of Techwood Drive; thence running north 89 degrees 45 minutes east 94.47 feet along the south line of North Avenue to the east line of property formerly owned by Mrs. Emma L. Ellis; thence south 00 degrees 12.5 minutes east 155.0 feet more or less to the south line of an alley formerly known as Linden Alley and the north line of property formerly owned by Mildred W. Seydel; thence north 89 degrees 45 minutes east along the south line of said alley 170.0 feet more or less to a point in the south side of said alley which is distant 100.0 feet westerly from the west line of William Street; thence south 00 degrees 12.5 minutes east 290.0 feet more or less to a point on the south side of the former location of Linden Avenue, which point is 100.0 feet more or less west of the west line of Williams Street; thence running south 89 degrees 45 minutes west 281.57 feet more or less along the south side of the former location of Linden Avenue to its intersection with the east line of Techwood Drive; thence north 00 degrees 02 minutes east 293.88 feet more or less along the east line of Techwood Drive; thence north 6 degrees 06 minutes east 151.98 feet more or less along the east line of Techwood Drive to its intersection with the south line of North Avenue and the point of beginning.

(2) The purchase price of the property referred to in paragraph (1) shall be the fair market value of the land described in such paragraph on the date of the execution of the contract of sale under this subsection, as determined by the Public Housing Commissioner, excluding for purposes of such determination the value of any buildings, furniture, fixtures, and equipment located on such land.

(3) If the property referred to in paragraph (1) is not sold and conveyed to the Georgia Institute of Technology within six months after the date of the enactment of this Act, the Public Housing Commissioner shall dispose of such property at public sale to the highest competitive bidder.

(e) The last proviso of subsection (c) of section 108 of the Housing Amendments of 1955 is amended by striking out "12" and inserting in lieu thereof "24".

PAYMENTS IN LIEU OF TAXES

SEC. 408. Notwithstanding the provisions of any other law or any contract or rule of law, the Public Housing Commissioner shall approve payments in lieu of taxes for project fiscal years ending prior to April 1, 1956, by each of the following local public agencies in the following amounts:

Housing Authority of the City of Houston (Texas), \$200,324.82.
Quincy Housing Authority (Illinois), \$12,549.75.
Housing Authority of the City of Fresno (California), \$6,874.13.
Reading Housing Authority (Pennsylvania), \$11,106.59.
Huntington, West Virginia, Housing Authority (West Virginia), \$13,049.38.

Glastonbury,
Conn.
69 Stat. 638.

except goodwill or profit (which are incurred on and after the date of the enactment of the Housing Act of 1956, and for which reimbursement or compensation is not otherwise made) resulting from their displacement by an urban renewal project included in an urban renewal area respecting which a contract for capital grant has been executed under this title. Such payments shall be made subject to such rules and regulations prescribed by the Administrator as are in effect on the date of execution of the contract for capital grant (or the date on which the contract is amended pursuant to paragraph (3)), and shall not exceed \$100 in the case of an individual or family, or \$2,000 in the case of a business concern.

"(3) Any contract with a local public agency which was executed under this title before the date of the enactment of the Housing Act of 1956 may be amended to provide for payments under this subsection for expenses and losses incurred on or after such date."

SEC. 306. Section 104 of such Act is amended to read as follows: 63 Stat. 416.
42 USC 1454.

"REQUIREMENTS FOR LOCAL GRANTS-IN-AID

"SEC. 104. Every contract for capital grants under this title shall require local grants-in-aid in connection with the project involved. Such local grants-in-aid, together with the local grants-in-aid to be provided in connection with all other projects of the local public agency on which contracts for capital grants have theretofore been made, shall not be required in excess of one-third of the aggregate net project costs of all projects of the local public agency on which contracts for capital grants have been made."

SEC. 307. (a) Title I of the Housing Act of 1949 is amended by adding at the end thereof the following new section: 63 Stat. 414.
42 USC 1451-1460.

"DISASTER AREAS

"SEC. 111. Where the local governing body certifies, and the Administrator finds, that an urban area is in need of redevelopment or rehabilitation as a result of a flood, fire, hurricane, earthquake, storm, or other catastrophe which the President, pursuant to section 2 (a) of the Act entitled 'An Act to authorize Federal assistance to States and local governments in major disasters, and for other purposes' (Public Law 875, Eighty-first Congress, approved September 30, 1950), as amended, has determined to be a major disaster, the Administrator is authorized to extend financial assistance under this title for an urban renewal project with respect to such area without regard to the following:

"(1) the 'workable program' requirement in section 101 (c), 68 Stat. 623.
except that any contract for temporary loan or capital grant pursuant to this section shall obligate the local public agency to comply with the 'workable program' requirement in section 101 (c) by a future date determined to be reasonable by the Administrator and specified in such contract; 42 USC 1451.

"(2) the requirements in section 105 (a) (iii) and section 110 68 Stat. 625,
(b) (1) that the urban renewal plan conform to a general plan 626.
of the locality as a whole and to the workable program referred 42 USC 1455,
to in section 101 (c); 1460.

"(3) the 'relocation' requirements in section 105 (c): *Provided*, 63 Stat. 417.
That the Administrator finds that the local public agency has 42 USC 1455.
presented a plan for the encouragement, to the maximum extent feasible, of the provision of dwellings suitable for the needs of families displaced by the catastrophe or by redevelopment or rehabilitation activities;

"(4) the 'public hearing' requirement in section 105 (d);

63 Stat. 414;
68 Stat. 626.
42 USC 1452,
1460.

"(5) the requirements in sections 102 and 110 that the urban renewal area be a slum area or a blighted, deteriorated, or deteriorating area; and

"(6) the requirements in section 110 with respect to the predominantly residential character or predominantly residential re-use of urban renewal areas.

In the preparation of the urban renewal plan with respect to a project aided under this section, the local public agency shall give due regard to the removal or relocation of dwellings from the site of recurring floods or other recurring catastrophes in the project area."

68 Stat. 597.
12 USC 1715k.

(b) Subparagraph (A) of section 220 (d) (1) of the National Housing Act is amended to read as follows:

"(A) be located in (i) the area of a slum clearance and urban redevelopment project covered by a Federal-aid contract executed or a prior approval granted, pursuant to title I of the Housing Act of 1949 before the effective date of the Housing Act of 1954, or (ii) an urban renewal area (as defined in title I of the Housing Act of 1949, as amended) in a community respecting which the Housing and Home Finance Administrator has made the certification to the Commissioner provided for by section 101 (c) of the Housing Act of 1949, as amended, or (iii) the area of an urban renewal project assisted under section 111 of the Housing Act of 1949, as amended: *Provided*, That, in the case of an area within the purview of clause (i) or (ii) of this subparagraph, a redevelopment plan or an urban renewal plan (as defined in title I of the Housing Act of 1949, as amended), as the case may be, has been approved for such area by the governing body of the locality involved and by the Housing and Home Finance Administrator, and the Administrator has certified to the Commissioner that such plan conforms to a general plan for the locality as a whole and that there exist the necessary authority and financial capacity to assure the completion of such redevelopment or urban renewal plan: *And provided further*. That, in the case of an area within the purview of clause (iii) of this subparagraph, an urban renewal plan (as required for projects assisted under such section 111) has been approved for such area by such governing body and by the Administrator, and the Administrator has certified to the Commissioner that such plan conforms to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements, and that there exist the necessary authority and financial capacity to assure the completion of such urban renewal plan, and".

68 Stat. 599.
12 USC 1715l.

(c) Section 221 (a) of the National Housing Act is amended—

(1) by adding immediately before the period at the end of the first sentence a comma and the following: "or (3) there is being carried out an urban renewal project assisted under section 111 of the Housing Act of 1949, as amended"; and

(2) by striking out "clause (2)" each place it appears in the last proviso and inserting in lieu thereof "clause (2) or (3)".

68 Stat. 640.
40 USC 461.

(d) The second sentence of section 701 of the Housing Act of 1954 is amended to read as follows: "The Administrator is further authorized to make planning grants for similar planning work (1) in metropolitan and regional areas to official State, metropolitan, or regional planning agencies empowered under State or local laws to perform such planning; (2) to cities, other municipalities, and counties having a population of twenty-five thousand or more according to the latest decennial census which have suffered substantial damage as a

63 Stat. 414.
42 USC 1451-
1460.
68 Stat. 590.

68 Stat. 623.
42 USC 1451.
Ante, p. 1101.

Ante, p. 1101.

"SEC. 614. (a) Notwithstanding the provisions of this or any other law, (1) any housing to be sold on-site determined by the Administrator to be permanent, located on lands owned by the United States and under the jurisdiction of the Administrator, which is not relinquished, transferred, under contract of sale, sold, or otherwise disposed of by the administrator under other provisions of this Act or under the provisions of other law by January 1, 1957, except housing which is determined by the Administrator by that date to be suitable for sale in accordance with section 607 (b) of this Act; and (2) any permanent housing to be sold off-site which is not relinquished, transferred, under contract of sale, sold, or otherwise disposed of prior to the effective date of this section shall be disposed of, as expeditiously as possible, on a competitive basis to the highest responsible bidder upon such terms and after such public advertisement as the Administrator may deem in the public interest; except that the Administrator may reject any bid which he deems less than the fair market value of the property and may thereafter dispose of the property by negotiation.

"(b) Notwithstanding the provisions of this or any other law, all contracts entered into after the enactment of this section for the sale, transfer, or other disposal of housing (other than housing subject to the provisions of section 607 (b) of this Act) determined by the Administrator to be permanent, except contracts entered into pursuant to subsection (a) hereof, shall require that if title does not pass to the purchaser by April 1, 1957 (or within sixty days thereafter if such time is necessary to cure defects in title in accordance with the provisions of the contract), the rights of the purchaser shall terminate and thereafter the housing shall be sold under the provisions of subsection (a) hereof. For the purposes of this subsection, title shall be considered to have passed upon the execution of a conditional sales contract.

"(c) The dates set forth in subsections (a) and (b) of this section shall not be subject to change by virtue of the provisions of section 611 of this Act."

(b) Notwithstanding any other provision of law, the Housing and Home Finance Administrator is authorized to sell and convey, at fair market value as determined by him on the basis of an appraisal made by an independent real-estate expert, to the city of Alexandria, Virginia, or to the Alexandria Redevelopment and Housing Authority, or to any agency or corporation established or sponsored in the public interest by such city, all of the right, title, and interest of the United States in and to the Chinguapin Village housing project, VA-44131, located in Alexandria, Virginia. Any sale pursuant to this authorization shall be made within six months after the date of the enactment of this subsection and shall be on such terms and conditions as the Administrator shall determine.

(c) Notwithstanding any other provision of law, the Housing and Home Finance Administrator is authorized and directed to sell and convey to the city of Euclid, Ohio, for a total price of \$6,125,000, all of the right, title, and interest of the United States in and to the housing projects known as Euclid Homes (OH-33074) and Lakeshore Village (OH-33071) located in Euclid, Ohio. The purchase price shall be secured by a mortgage which need not be a general obligation of such city, and shall be paid in equal annual installments within twenty years from the date of sale with the right of prepayment of all or any part thereof. No down-payment shall be required, and the unpaid balances shall bear interest at the rate of 4½ per centum per annum. The Administrator may impose such other terms and conditions as he may deem necessary or desirable, including a requirement

64 Stat. 70.
42 USC 1587.

64 Stat. 70.
42 USC 1587.

65 Stat. 314.
42 USC 1589a.

Alexandria, Va.

Euclid, Ohio.

with national defense, and for other purposes", approved October 14, 1940, as amended, shall not apply to any property transferred hereunder and, except as otherwise provided herein, the laws relating to similar property of the Department of Defense shall be applicable to the property transferred. The Department of Defense is authorized to utilize any revenues derived from the property transferred hereunder, after its transfer, for the maintenance, operation, improvement, and liquidation of such property and for administrative expenses in connection therewith. There is hereby transferred to the Department of the Navy out of the fund entitled "Office of the Administrator revolving fund (liquidating programs)" established in the Office of the Administrator, Housing and Home Finance Agency, under title II of the Independent Offices Appropriation Act, 1955 (68 Stat. 272, 295), as amended, \$375,000 to be available until expended for repair and rehabilitation of such property by the Navy.

(b) Notwithstanding the provisions of this or any other law, any housing constructed or acquired under the provisions of title III of the Defense Housing and Community Facilities and Services Act of 1951, as amended, which is not transferred under the provisions of subsection (a) hereof shall, as expeditiously as possible, but not later than June 30, 1957, be disposed of on a competitive bid basis to the highest responsible bidder upon such terms and after such public advertisement as the Housing and Home Finance Administrator may deem in the public interest; except that the Administrator may reject any bid which he deems less than the fair market value of the property and may thereafter dispose of the property by negotiation: *Provided*, That the third proviso in section 302 (b) of such Act shall be applicable to housing disposed of under this subsection, except that project numbered IDA-2D1 at Cobalt, Idaho, shall be sold only for use on the site.

(c) The Housing and Home Finance Administrator is hereby directed to convey (pursuant to the provisions of section 606 of the Act entitled "An Act to expedite the provision of housing in connection with national defense, and for other purposes", approved October 14, 1940, as amended): (1) Housing project numbered RI-37013 to the Housing Authority of the City of Newport, Rhode Island: *Provided*, That notwithstanding the provisions of that section or of any other law, the agreement required by that section shall permit the use of the project in whole or in part for the housing of military personnel without regard to their income, and shall require the Authority, in selecting tenants, to give a first preference in respect of three hundred and sixty dwelling units to such military personnel as the Secretary of Defense or his designee prescribes for three years after the date of conveyance and to give thirty days' advance notice of available vacancies to such designee, and (2) housing projects numbered PA-36011 and PA-36012 to the Housing Authority of Philadelphia, Pennsylvania: *Provided*, That notwithstanding the provisions of that section or of any other law, the agreement required by that section shall permit the use of the projects in whole or in part for the housing of military personnel without regard to their income, and shall require the Authority, in selecting tenants, to give a first preference in respect of seven hundred dwelling units to such military personnel as the Secretary of Defense or his designee prescribes for three years after the date of conveyance and to give thirty days' advance notice of available vacancies to such designee.

Sec. 407. (a) The Act entitled "An Act to expedite the provision of housing in connection with national defense, and for other purposes", approved October 14, 1940, as amended, is amended by adding at the end thereof the following new section 614:

54 Stat. 1125-1590.
42 USC 1521-1590.

result of a flood, fire, hurricane, earthquake, storm, or other catastrophe which the President, pursuant to section 2 (a) of the Act entitled "An Act to authorize Federal assistance to States and local governments in major disasters, and for other purposes" (Public Law 875, Eighty-first Congress, approved September 30, 1950), as amended, has determined to be a major disaster; and (3) to State planning agencies, to be used for the provision of planning assistance to the cities, other municipalities, and counties referred to in clause (2) hereof."

Sec. 308. The last sentence of section 701 of the Housing Act of 1954 is amended by striking out "\$5,000,000" and inserting in lieu thereof "\$10,000,000".

TITLE IV—PUBLIC HOUSING

LOW-RENT PUBLIC HOUSING

Sec. 401. (a) Subsection (i) of section 10 of the United States Housing Act of 1937 is amended effective August 1, 1956, to read as follows:

"(i) Notwithstanding any other provision of law, the Authority may enter into new contracts for loans and annual contributions after July 31, 1956, for not more than thirty-five thousand additional dwelling units, which amount shall be increased by thirty-five thousand additional dwelling units on July 1, 1957, and may enter into only such new contracts for preliminary loans in respect thereto as are consistent with the number of dwelling units for which contracts for annual contributions may be entered into hereunder: *Provided*, That the authority to enter into new contracts for annual contributions with respect to each such thirty-five thousand additional dwelling units shall terminate two years after the first date on which such authority may be exercised under the foregoing provisions of this subsection: *Provided further*, That any balance of the authorization provided by this subsection, as amended by section 108 (b) of the Housing Amendments of 1955, not utilized by July 31, 1956, shall be available in any succeeding year: *Provided further*, That no such new contract for annual contributions for additional units shall be entered into except with respect to low-rent housing for a locality respecting which the Housing and Home Finance Administrator has made the determination and certification relating to a workable program as prescribed in section 101 (c) of the Housing Act of 1949, as amended: *And provided further*, That no new contracts for loans and annual contributions for additional dwelling units in excess of the number authorized in this sentence shall be entered into unless authorized by the Congress."

(b) Clause (2) of the third proviso appearing in that part of the Independent Offices Appropriation Act, 1953, which is captioned "Annual contributions:" under the heading "PUBLIC HOUSING ADMINISTRATION" is repealed.

Sec. 402. Section 101 (c) of title I of the Housing Act of 1949, as amended, is amended by inserting the following after the first comma therein: "or for annual contributions or capital grants pursuant to the United States Housing Act of 1937, as amended, for any project or projects not constructed or covered by a contract for annual contributions prior to August 1, 1956."

Sec. 403. Subsection (d) of section 21 of the United States Housing Act of 1937 is amended by striking out the figure "10" in both places it appears and inserting in lieu thereof the figure "15".

64 Stat. 1109.
42 USC 1855a.

68 Stat. 640.
40 USC 461.

69 Stat. 638.
42 USC 1410.

68 Stat. 623.
42 USC 1451.

66 Stat. 403.
42 USC 1411b.

68 Stat. 623.
42 USC 1451.

50 Stat. 888.
42 USC 1430.

63 Stat. 431.
42 USC 1421.

HOUSING FOR THE ELDERLY

50 Stat. 888. SEC. 404. (a) Paragraph (2) of section 2 of the United States
42 USC 1402. Housing Act of 1937 is amended by adding at the end thereof the following: "The term 'families' means families consisting of two or more persons, a single person sixty-five years of age or over, or the remaining member of a tenant family. The term 'elderly families' means families the head of which (or his spouse) is sixty-five years of age or over."

50 Stat. 891. (b) Section 10 of such Act is amended by adding at the end thereof
42 USC 1410. the following new subsection:

63 Stat. 423. "(m) For the purpose of increasing the supply of low-rent housing
63 Stat. 422. for elderly families, the Authority may assist the construction of new
42 USC 1415. housing or the remodeling of existing housing in order to provide accommodations designed specifically for such families. Notwithstanding the provisions of subsection 10 (g), any public housing agency, in respect to dwelling units suitable to the needs of elderly families, may extend a prior preference to such families and may waive the provisions of clause (ii) of section 15 (8) (b) with respect to such units: *Provided*, That, as among such families, the 'First' preference in subsection 10 (g) shall apply."

63 Stat. 424. (c) Section 15 (5) of such Act is amended by inserting after the
42 USC 1415. word "Alaska" the following: "or \$2,250 in the case of accommodations designed specifically for elderly families".

FARM-LABOR CAMPS

64 Stat. 73. SEC. 405. Section 12 (f) of the United States Housing Act of 1937
42 USC 1412. is amended by adding at the end thereof the following: "Notwithstanding any other provision of law, upon the filing of a request therefor within eighteen months after the date of the enactment of this sentence, the Authority shall relinquish, transfer, and convey, without monetary consideration, all of its rights, title, and interest in and with respect to any such project or any part thereof (including such land as is determined by the Authority to be reasonably necessary to the operation of such project, and including contractual rights to revenues, reserves, and other proceeds therefrom), (1) in the case of any State other than Florida, to any public housing agency whose area of operation includes the project, upon a finding and certification by the public housing agency (which shall be conclusive upon the Authority) that the project is needed to house persons and families of low income and that preference for occupancy in the project will be given first to low-income agricultural workers and their families and second to other low-income persons and their families; and (2) in the case of Florida, to any public housing agency in the State whenever, under the laws of the State, such agency (A) is authorized to acquire and operate such project, (B) is required to give preference for occupancy in such project, first, to low-income agricultural workers and their families, and second, to other low-income persons and their families, (C) is required, in the event of the disposition of such project by sale or otherwise, to use the proceeds thereof and any available accumulated earnings to construct facilities (which shall be subject to the same preferences as those specified in clause (B)) for occupancy by low-income agricultural workers and their families in the same area, and (D) is required, so long as it continues to own or operate such project, to have on its managing board one or more members whose principal occupation is farming. Upon the relinquishment and transfer of any such project it shall cease to be a low-rent project within the meaning of this Act, and the Authority shall have no further jurisdiction over it. except

that in any conveyance under the preceding sentence the Authority may reserve to the United States any mineral rights of whatsoever nature upon, in, or under the property, including such rights of access to and the use of such parts of the surface of the property as may be necessary for mining and saving the minerals. Any project, or part thereof not relinquished and conveyed pursuant to this subsection or under a contract for disposal pursuant to this subsection within eighteen months after the date of the enactment of this sentence shall be disposed of by the Authority pursuant to subsection (e) of section 13 of this Act, notwithstanding the parenthetical clause in such subsection."

50 Stat. 895.
42 USC 1413.

DISPOSITION OF DEFENSE HOUSING

SEC. 406. (a) Notwithstanding the provisions of any other law, there are hereby transferred to the jurisdiction of the Department of Defense, effective on the first day of the month following enactment of the Housing Act of 1956, all right, title, and interest, including contractual rights and obligations and any reversionary interest, held by the Federal Government in and with respect to all real and personal property comprising the following housing projects:

Project Numbered:	Location
ALA-1D1	Ozark, Alabama.
ALA-1D2	Ozark, Alabama.
ALA-2D1	Foley, Alabama.
ALA-2D2	Foley, Alabama.
ARIZ-1D1	Yuma, Arizona.
ARIZ-1D2	Yuma, Arizona.
ARIZ-3D1	Flagstaff, Arizona.
CAL-3D1	Oceanside, California.
CAL-3D2	Oceanside, California.
CAL-4D1	Miramar, California.
CAL-6D1	San Ysidro, California.
CAL-7D2	Barstow, California.
CAL-9D1	Barstow, California.
CAL-9D2	Barstow, California.
CAL-10D1	Twentynine Palms, California.
COLO-1D1	Colorado Springs, Colorado.
FLA-2D1	Green Cove Springs, Florida.
FLA-4D1	Milton, Florida.
FLA-8082	Pensacola, Florida.
FLA-8084	Pensacola, Florida.
GA-1D1	Hinesville, Georgia.
KAN-3D1	Hutchinson, Kansas.
ME-4D1	Brunswick, Maine.
MD-1D1	Bainbridge, Maryland.
MO-1D1	Waynesville, Missouri.
MO-2D1	Waynesville, Missouri.
MO-4D1	Waynesville, Missouri.
MO-5D1	Waynesville, Missouri.
NEV-2D1	Fallon, Nevada.
NC-1D1	Camp Lejeune, North Carolina.
NC-3D1	Camp Lejeune, North Carolina.
NC-4D1	Elizabeth City, North Carolina.
RI-1D1	Portsmouth, Rhode Island.
RI-2D1	Portsmouth, Rhode Island.
TEX-2D1	Kingsville, Texas.
TEX-3D1	Hondo, Texas.
TEX-5D1	Beeville, Texas.
TEX-5D2	Beeville, Texas.
TEX-6D1	Mission, Texas.
VA-6D1	Quantico, Virginia.
VA-10D1	Yorktown, Virginia.
VA-12D1	Yorktown, Virginia.
VA-13D1	Williamsburg, Virginia.

The provisions of title III of the Defense Housing and Community Facilities and Services Act of 1951, as amended, and of the Act entitled "An Act to expedite the provision of housing in connection

65 Stat. 303.
42 USC 1592-1592a.

PUBLIC HOUSING ADMINISTRATION
HOUSING & HOME FINANCE AGENCY
WASHINGTON 25, D. C.

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
BUILDING FINE
JUL 26 1955
U.S. SAVINGS BONDS



Housing Authority of the
City of Caldwell
Post Office Box 21
Caldwell, Idaho

Attention Thurlow Bryant,
Housing Manager

MORTGAGE		PAID-INT. -	PRIN.	BAL.
MAY 1, 1958	\$ 3370.25	4-27-59 \$168.51	\$337.25	3033.00
		5-1-60 151.65	337.-	2696.-
		5-1-61 134.80	337.-	2359.-
		7-3-61 19.66	1,580 ³⁴	778 ⁶⁶
		9-20-61 9.73	778.66	- 0 -

\$1600⁰⁰ sent 6-30-61

Send To
 COMPTROLLER,
 PUBLIC HOUSING ADMINISTRATION
 WASHINGTON, 25, D.C.

9 aprons, cork

2 Boards, meat 3

1 Beater, egg 2

167 Borks, soup, porc, 4

63 Borks, soup, cream 5

1 Bucket, dishwashing 1

1 Bucket, mop, w/wringer 7

2 Borks, sugar, glass 6

2 Baskets, water 8

3 Bams, G.I., 1

6 Cans, coffee 5

9 Cans, tea/coffee 6

1 Colander, alum, large 4

4 Cleaners, meat 3

11 Caps, cork 2

144 Cans, tea 7

7 Dishes, serving, small

4 Forks, Kitchen 1

144 Forks, table, wood handle 3

98 Forks, Table 2

4 Bubbles, Hotchkiss, large

1 " " med.

1 Grinder, meat, (Eutergence)

1 " " (Kegaton) broken

8 Knives, Kitchen 5

2 Kettles, enamel, 3 qt 4

422 Kms, Table 7

21 Kms, dining 6

1 Kettle, alum, 17 qt 1

1 Kettle, alum, 18 qt, w/lid 2

4 Kettles, enamel, 12 qt 3

5 Ladles, 1

2 Lids, enamel 3

1 Lid, tin 5

1 Lid, alum 2

5 Lids, Stove 4

1 masher, potato, wood

3 openers, can, small

6 Pitalum, sugar, glass 9

20 Pitalum, water, large, enamel 10

4 " " med " 10

2 " " tin 12

3 Pins, rolling, wood 8

39 Plates, dinner, Porc 14

1 " " tin 5

203 " " enamel 13

2 Pots, left 2 qt 18

1 " " 3 qt 14

2 Pots, bread, tin 4

4 Pots, bread, tin 3

8 Pots, potato, tin 8+9

3 Pots, frying, large 8

4 Pots, dish, tin 5

7 Pots, dish, enamel 6

12 Pots, baking, large 2

1 Pan, dust 7

2 Pots, stove, large w/lids 20

3 " " med " 21

2 " " small " 22

4 Bubbles, pie, wood 1

1 Blunger, rubber 16

5 Shanks, tin, pepper, glass

2 2 " " " "

3 7 Spatulas

5 94 spoons, tin

6 84 spoons, tin, soup

4 14 spoons, tin

7 1 Strainer, alum, large

8 1 Strainer, tin, tin, small

3 260 Jugs, 6 comp, serving

1 1 Strainer, cake

5 6 Strainers, glass

2 4 Strips, tin, large

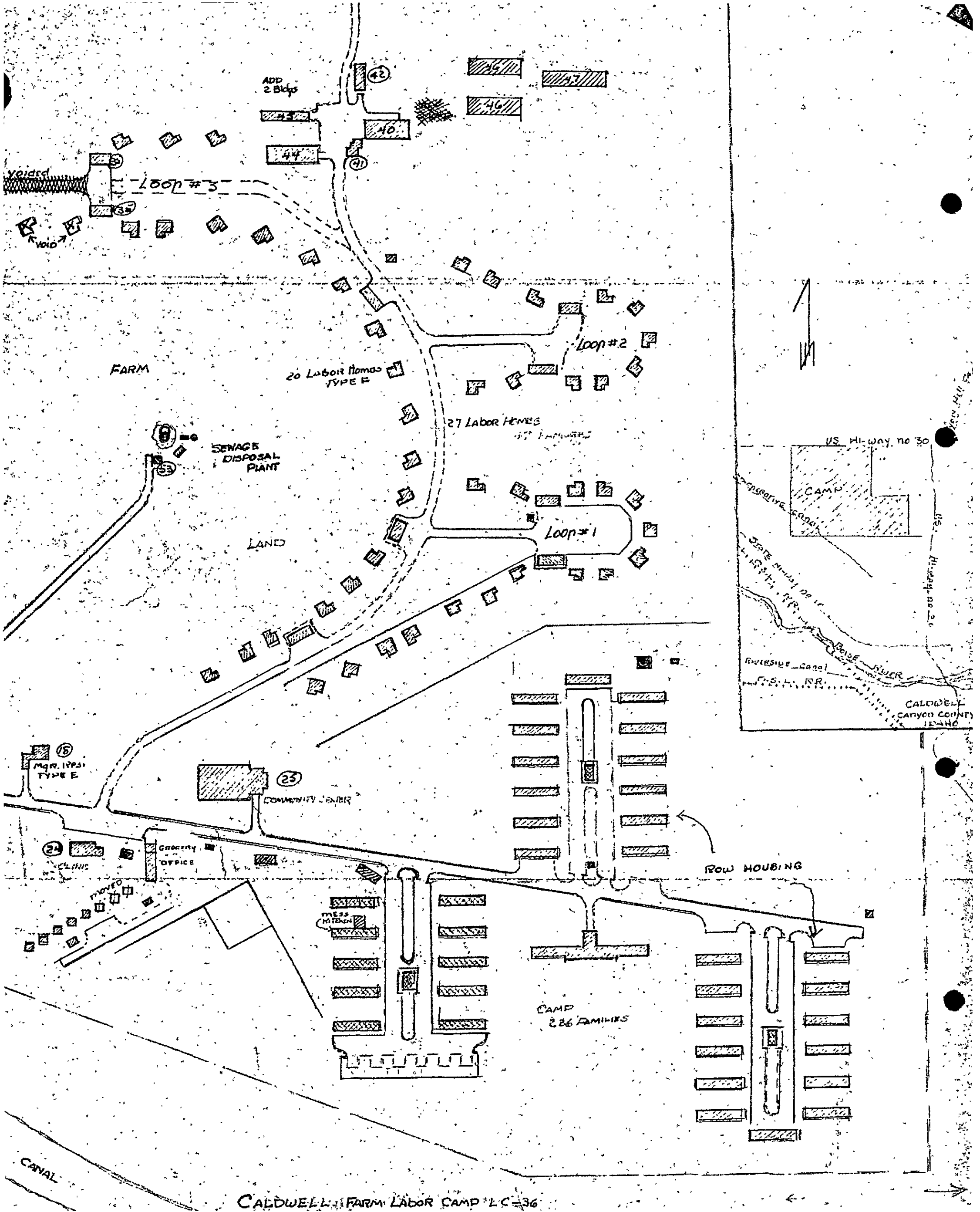
1 2 Strips, tin

1 1 Strips, tin

3 1 Strips, tin

1 - Vises, saw

7



CALDWELL FARM LABOR CAMP LC-36

Garbort	Elec Refrig	Range C/W	Range Elec	Range Housew	Trunk Burner	Bed Double	Bed Single	Bed Double	Bed Single	Box App. on top	Refrigerator	Chair Dinning	Chair Rec. w/round	Chair Metal Folding	Chairs (all types)	Spring Double	Spring Single	Cots Metal Single	Table Kitchen	Water Sprayer	Water Sprayer	Water Oil
45	None	9	1	3	17	4	2	2	16	4	1	3	3	4	102	9	42	17	2	13-2284	1	48.00
2	None	35	1	1	1	2	1	32	6	2	20	1	7	20	102	13	8	20	1	4-2284	3	48.00
10	None	8	1	3	18	2	40	2	206	22	110	1	1	20	102	22	1	87	1	9-2284	2	48.00
26	None	7	1	1	18	65	140	65	4	28	5	5	5	2	1581	80	51	87	40	49-2284	2	48.00
139	None	19	80	7	10400	101	183	101	10636	30	99	15	15	133	102	102	40	87	10	5-2284	8	48.00
222	None	22	11	1057	1057	1057	1057	1057	1057	35.00	131	179	179	350	1581	548	91	87	2	80	48.00	48.00
3142	None	48	141	1057	1057	1057	1057	1057	1057	28	697	350	350	350	1581	102	99	435.00	22.84	80	48.00	48.00
222	None	142	147	1057	1057	1057	1057	1057	1057	28000	131	3150	3150	3150	1581	1096	527	435.00	22.84	80	48.00	48.00
6384	None	292	1950.80	1057	1057	1057	1057	1057	1057	7000	697	350	350	350	1581	548	99	435.00	22.84	80	48.00	48.00
6284	None	292	1950.80	1057	1057	1057	1057	1057	1057	7000	697	350	350	350	1581	548	99	435.00	22.84	80	48.00	48.00
6975.24	None	292	1950.80	1057	1057	1057	1057	1057	1057	7000	697	350	350	350	1581	548	99	435.00	22.84	80	48.00	48.00

Monday, January 14, 1991

The Idaho Statesman

City editor: Rick Martinez 377-6401

Classified 4-8C

Local news 1-3C

Obituaries 2C

The Valley

The temperature proved how low it could go in 1990

By Marlin S. Johncox
The Idaho Statesman

Boiseans who sweated through the summer and shivered through December may take comfort in knowing that 1990 was an unusual year for temperatures.

"I think no other year would rival 1990 for the extremes of heat and cold," said Les Colin, meteorologist with the National Weather Service. "Temperatures varied 134 degrees, and that's clearly in a class by itself."

Temperatures ranged from a high of 109 on Aug. 6 to a low of minus 25 on Dec. 22, making that day the coldest this century in Boise. The previous record low for Boise was minus 22, set Dec. 11, 1972.

Boise also hadn't seen a tem-

perature of 109 in almost 30 years, and only a handful of days on record have reached that high.

The all-time high for Boise is 111, set on July 19, 1960.

The weather service has been keeping records since 1898, first in downtown Boise and then, in 1941, from the airport.

Forecasters said the extremes in temperature were probably a coincidence. Other records, near-records and oddities in 1990 included:

- The coldest week ever in Boise was Dec. 20-26. The average high was a measly 2.7 degrees, the average low was minus 16, and the average overall temperature was minus 6.6 degrees. That week saw 115 hours of consecutive sub-zero temperatures.

"It's safe to say it was the coldest

est week, and there's nothing close to that," Colin said.

- The average high temperature from Aug. 5 to 11 was 102.1, making it one of the warmest weeks in Boise, Colin said. The average low was 65.7 degrees, and the average overall temperature that week almost hit 84 degrees.

- Tornadoes touched southern Idaho during summer electrical storms, in one case destroying a barn near Jerome but causing no injuries.

Meteorologists said the great range in temperatures is probably a statistical fluke.

"The best answer is that it's coincidence. I don't think it portends anything significant on a larger scale," said Bob McLeod, area manager for the National Weather Service in Boise.

He said the extremes appeared localized in Boise.

Although the western United States generally may have been warmer than average in the summer and colder in the winter, the East Coast had a relatively normal summer and winter, he said.

"If the whole country were having these extremes, then I'd read a lot more into it," McLeod said, adding:

"I think it's interesting, but I wouldn't attribute much more to it than that's the way the cards came up."

Precipitation was slightly above normal in 1990, with a total of 12.07 inches of water; the yearly normal is 11.71. The fastest wind in 1990 was 45 mph on May 30, well below the gust of 71 mph in July '87.

Camp a symbol of Canyon agriculture

It's not the sort of historical location the Idaho Centennial Commission is apt to commemorate during Idaho's 100th birthday bash next year, but the Caldwell labor camp deserves recognition.

Maybe money might then become available to rehabilitate the tiny, 50-year-old houses that still serve as temporary quarters each year for Idaho's migrant and seasonal farmworkers.

Built in 1939-1940 to house Depression-era migrants from Arkansas, Texas and Oklahoma, the camp north of Caldwell is one of two erected in the state by the federal government.

The other is the Twin Falls labor camp.

Soon after the federal camps were completed, the Depression had ended, World War II had begun and farmers nationwide were faced with severe labor shortages. Domestic migrants left the fields for jobs in war-related industries.

Again the federal government intervened. An agreement with Mexico initiated the bracero program. Temporary Mexican agricultural workers, called braceros, could be brought legally into the U.S.

Almost 50,000 braceros worked in the Northwest, and untold numbers were housed in the Cald-



Maria Salazar
Opinion

well camp. The quarters were better, no doubt, than in other farming areas in the state, where tent camps and shacks provided typically unsanitary, unhealthy and crowded living conditions until farmers' associations began to construct more farm labor housing.

R. Lewis Kerfoot remembers when the Caldwell labor camp was being built.

He grew up on a farm just a couple of miles or so from the site. He never dreamed, says he, that one day he would manage the facility. But he has done just that for 23 years — longer than anyone else.

Kerfoot retires at the end of May. The search is now under way for his replacement.

When Kerfoot took over as camp manager in 1966, ownership of the facility had changed from federal hands to the Caldwell Housing Authority. The facility was in such terrible condition, though, that the state's health

authorities were ready to close it down.

Farmworker housing was really needed — and still is, says Kerfoot — so the Housing Authority decided to rehabilitate the camp. That meant digging a new well, tearing down old barracks to construct 112 new block apartments and refurbishing the 47 little houses originally built in 1939.

Out went the wood and coal heaters and cooking stoves. Out went the antiquated central kitchen. Out went most reminders of a sad period when the camp also was used for detention of American citizens of Japanese origin during World War II, though Kerfoot said some cooking utensils used by detainees still remained at the camp in 1967.

To upgrade the camp, the Housing Authority borrowed \$700,000 in 1967 from the federal government, in addition to spending somewhere around \$400,000 in federal grants. The 33-year loan is still being paid off, at \$33,000 per year.

That doesn't leave enough income for camp maintenance, says Kerfoot, and it shows.

During the 1988 agricultural season, an estimated 1,500 farmworkers and their families were housed at the camp. That's strong testimony to the continuing contributions of Idaho's farmworkers to the state's economy, and of the continuing need in Idaho for decent and affordable farm labor housing.

Maria Salazar is a freelance writer who lives in Emmett.



R. Lewis Kerfoot

Blow struck for decent migrant housing

Thousands of Hispanic migrants and ex-migrants have made the Twin Falls Labor Center their temporary or year-round home in the 50 years since its construction as a barracks for white, depression-era migrants.

The Twin Falls and Caldwell labor camps were among 26 built in California, Arizona and the Northwest by the Farm Security Administration during the 1930s. Prior to construction of the camps, there was no housing in Idaho for the hordes of poverty-stricken white migrants who poured in from Texas, Oklahoma and Arkansas.

During World War II, the Twin Falls camp also was used to house German prisoners-of-war and Japanese-American internees.

Over the years, 24 of the original barracks were torn down and 48 tiny, one-bedroom family units were built. And over the years, the housing deteriorated badly.

Local farmer associations that owned and operated the camp attempted repairs, but not the extensive renovations needed to make the camp an acceptable dwelling place.

Despite the ravaged conditions of the barracks and family units, however, migrants, mostly Hispanic, have filled the camp each year. That's because farm labor housing is in very short supply in the Twin Falls area.

The original barracks still standing are filled again this



Maria Salazar

Opinion

year. So are all but 18 of the family units.

It is with these 18 family units that a miracle is beginning to happen. Tim Lopez, housing director of the Idaho Migrant Council, uses a less aesthetic but more accurate term: gut rehabilitation.

In May, the Idaho Migrant Council bought the camp. This spring, it began the first phase of a renovation project that will completely recondition 36 of the family units.

Gut rehab, says Lopez, means new wiring and plumbing, new floors, walls and insulation, new cabinets and windows, and new paint throughout.

A \$175,000 grant from the federal Office of Community Services is paying for materials. The Council's Job Training Partnership Act program is providing the labor, via student trainees super-

vised by licensed instructors in construction, plumbing and electrical systems.

As the students complete their training, they are certified for graduation from the College of Southern Idaho's vocational-technical school. A summer youth horticulture class is clearing weeds and rubble, and planting bushes and colorful flowers in the rehab area.

When I was at the camp last week, workers were readying a model unit for an open house scheduled for 2 to 6 p.m. Saturday. It takes a visit to the camp to realize the enormity of the task the council has taken on, and to understand why the camp will be renamed Milagro, the Spanish word for miracle.

We read and hear almost on a daily basis about the flagrant misuse of federal housing funds intended for low-income Americans, and the rakeoff of thousands of dollars by politicians and well-connected housing professionals.

The Idaho Migrant Council's commitment to the improvement of farm labor housing deserves at least the same attention.

It plans to use some of those same federal housing funds to ensure that the entire Milagro Labor Center is renovated, so that Idaho's farm laborers in the Magic Valley can live in the decent housing they deserve.

Maria Salazar is a freelance writer who lives in Emmett.

Bug boom benefits repellent makers

By Mariann Caprino
The Associated Press

Armies of carnivorous insects this summer have caused a run on the sprays and lotions that repel them.

The unusually heavy infestation of flying and crawling pests that prey on humans is giving the companies that make and market repellents a lucrative season.

Sales of insect repellents could rise by 40 percent this year over 1988 to \$70 million, some industry insiders estimate.

S.C. Johnson Wax, which makes OFF! and dominates the repellent market, declined to disclose sales figures. But Richard Palmersheim, product manager of OFF!, said the company expects sales to be stronger this year because of a general increase in the populations of all biting bugs nationwide.

Even businesses that don't peddle chemical repellents are benefiting, via sales of items ranging from screens to other natural anti-bug defenses like garlic and brewer's yeast.

Entomologists attribute part of the repellent boom to back-to-back summers of drought and heavy rains, which resulted in double populations in many regions because dormant eggs from dry 1988 hatched in this season's moisture.

They also credit the boom to a scare over Lyme disease, a potentially crippling ailment named after the town in Connecticut where it first surfaced in the 1970s. The disease is carried by Ixodes dammini, commonly known as the deer tick, a tiny but tough critter that lurks on grass and leaves.

Although these ticks are multiplying rapidly because of the rising deer population, which the bugs breed on when they're young, scientists say the alarm

"We're not trying to scare or alarm. All we're trying to do is help educate the public of something that does exist and is spreading."

Harvey Sosin
President of Eclipse

over Lyme disease has reached unjustified proportions.

Robert Hall, professor of entomology at the University of Missouri in Columbia, said products that profess to protect against Lyme disease are "an effort to capitalize on the mild hysteria."

Many repellent makers are revamping marketing strategies to highlight their products' effectiveness against deer ticks, which hop on humans in the woods and can silently latch into flesh with barbed mouths.

In May for example, Eclipse Laboratories Inc., of Boca Raton, Fla., introduced Tick Garde — a repellent that uses the same recipe as other well-known products that cost a third as much. Eclipse peddles its product with advertisements that proclaim: "This tick is a time bomb."

"We're not trying to scare or alarm," said Eclipse President Harvey Sosin. "All we're trying to do is help educate the public of something that does exist and is spreading."

He attributed Tick Garde's higher price to packaging and advertising costs. The product comes in a sleek, pharmaceutical-style box that looks like it might contain an anti-perspirant. The box also contains a brochure that explains the proliferation of Lyme disease and preventive measures.

"We spent a lot of money on that insert that is very educational to the consumer," Sosin said.

Caldwell camp seeks to end gang fights

By MIRIAM BARR
The Idaho Statesman

CALDWELL — A continuing battle between two groups of teen-age Mexican-Americans has prompted residents of the Caldwell Labor Camp to seek help in restoring peace in the community, a Canyon County deputy sheriff said Tuesday.

Detective Victor Rodriguez said the youths include a group from Caldwell who call themselves the Aztecs and those from the camp who are known as the Sotos.

He said about four carloads of juveniles from Caldwell went to the

labor camp Monday apparently to retaliate for a previous offense when someone fired a gun at one of the Aztecs. The Caldwell gang blamed the Sotos, he said.

A gun was fired Monday by one of the Caldwell youths, a jackhammer was thrown and struck a glancing blow to the leg of one person and several cars were damaged, Rodriguez said.

He said the bullet did not strike anyone Monday, nor was the Caldwell youth struck by a bullet in the previous incident.

As a result of the shooting and the damage to vehicles, Rodriguez said, residents of the labor camp have

called a meeting for 7 p.m. Friday at the camp to try to settle the problem.

He said the Canyon County Sheriff's Department will increase its patrol of the camp for the next several days, and Sheriff George Nourse and other officers will meet with camp residents.

Rodriguez said the camp committee working to end the trouble asked all non-residents of the Caldwell Labor Camp not to enter the area unless they have business there.

Rodriguez said the two gangs have "been fighting for about a year." He said only one shot was fired Monday, and apparently the person who had the gun "scared his own gang members."

"After that, they got in the car and split," Rodriguez said.

He said about 20 persons will be arrested in the next day or two as a result of the disturbance.

Rodriguez said the charges will be "basically disturbing the peace," but he said some will be for offenses "more aggressive."

The youths are junior and senior high school age, Rodriguez said. He said he talked with all of them at Caldwell High School on Tuesday.

Caldwell Police Chief Charles As-tleford said a Caldwell resident spoke with him Tuesday morning about signing a complaint against one or more persons.

Ontario woman shot at labor camp

A 28-year-old Ontario, Ore., woman was shot but not seriously injured Monday in an altercation with two men at the Caldwell Labor Camp.

Graciela Vargas was listed in satisfactory condition this morning in Caldwell's West Valley Medical Center for a gunshot wound to her left foot.

Graciela Vargas was shot with a .357 magnum after she arguing with two men, Ramiro A. Vargas,

26, and Mario A. Carranza, 20, both of the Caldwell Labor Camp, at about 11 a.m. Monday, said Canyon County Sheriff's Detective Bob Miles.

Miles said Graciela Vargas was talking to the men about vandalism done to her vehicle at a dance in Caldwell on Sunday, when she was shot.

Miles said the victim was shot by Carranza and was threatened with another .357 magnum by

Ramiro Vargas.

Both guns, which were recovered by investigators, are believed to have been stolen.

The men were captured by CCSO deputies near Parma, after they fled the scene in a car. During the arrest police discovered a small quantity of controlled substance, Miles said.

Both men were scheduled to be arraigned today in magistrate court in Caldwell.

Dear Dave!

Sorry, I hadn't had a chance to stop by. I've been working hard and long hours.

Enclosed is only an idea of what to tell the people. I showed them to Jay and he said it was an excellent idea. Then, of course if you would like to change or add, by all means, please do so. The second page is when we get all the names in, and ready for the election, it could be done in that format. However if we get too many names in, we should select ~~by~~ by the person being dependable, and interested and be

a people person.

A notice should go to all households
To find out if old members will
be returning.

I'm sorry to say that I won't
be available to attend the October
meeting. I'm expected to work
all this week. See if you
can postpone it a few more
days, and let me know. I
should be available Monday Nov 2.
I will prepare the agenda soon.

Thanks,

Eloy

Dear Tenants:

The time has come again to elect new members for The Farmway Tenants Committee for the 1993 term. Some of ^{our} current members will be running again this year but we need new members to serve as an advisory committee. If you would like to join the team and help maintain order and safety for the tenants at Farmway Village, please put your name at the office on the ballot list. Closing date is XX-XX-XX

1st page

The following people are running for members of the Farmway Tenants Committee for the year 1993. Please put an 'X' on those people, you would like to see on the tenants Committee. Choose 11 people and Return to office By XX-XX-XX

☐ Lucy Ramirez

☐ Carolina De Leon

☐ Jose placensia

☐ Dimas Carabes

☐ Aurelia Pesina

☐ Abril Mendoza

☐ Livy Banda

☐ Manuel ortiz Jr.

☐ Antonia Flores

☐ Jose Esparza

☐ Eloy Chaves

☐ Other Jose Chaves

Members should be at least 18 yrs of age. And ~~live~~ ^{be a resident.} at Farmway Village all year. The persons with the most votes will become members of the Farmway Village Tenants Committee For. the year 1993.

2nd page.

Ballot List

NAME

House or Apt #

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Our goals for the Farmway

Tenants committee for the 1992

terms were :

Establish the

1. Neighborhood Watch

2. Control the shooting of guns and BB guns

3. Maintain a clean environment

4. Get rid of loose dogs.

5. Get rid of junk cars.

* 6. Build 3 Bus stop Huts.

* pending plans with Jay.

This is just a reminder of what
the 1992 committee has done
for the Farmway ~~way~~ Village.

15 days

Per d

Bright	112.50	-	7.50	312.50
att	142.50	-	9.50	195.00
Perine	120.00	-	8.00	28.50
Start	137.50	-	9.17	152.00
Wright	137.50	-	9.16	165.00
T. Wright	137.50	-	9.17	127.50
Smith	105.00	-	7.00	256.48
Duty				197.30
				1163.76

2 months
Duty - 7.50 x
450.00

1519.13
1613.76

Post - 1.00

Postals

Tacoma - 7 days

Bright	52.50	7.50	x
Perine	56.00	8.00	
Wright	64.12	9.16	270.64
Wright	64.19	9.17	256.48

15 gals @ 32 = 480
41 Trunk + 1
1000
24.00

9.60
2 months
Tacoma
Wright 45.80
Bright 37.50
Portland 1500
Bright 1500
Portland 1500

Tacoma - Brunette - 10 days

Smith	70.00	7.00	x
Stunt	100.87	9.17	265.81
Perine	80.00	8.00	256.48

2 Trunk
9.60

Portland
Bright 1500
Portland 1500

Portland - 14 days

Bright	30.00	7.50	82.35
T. Wright	36.68	9.17	111.51

2 Trunk
9.60

Portland
Bright 1500
Portland 1500

Calif. - 11 days

Bright	37.50	7.50	65.04
D. Wright	45.80	9.16	99.96

1 Trunk + 1
450
960

Portland
Bright 1500
Portland 1500

Huntington

Bright	7	52.50	7.50	x
att	2 days	19.00	9.50	
Wright	7	64.12	9.16	270.64
T. Wright	2 days	18.34	9.17	111.51

5 Trunk
24.00
1040
1163.76
1250

~~J.E.~~ Cleveland High to 6210: $\frac{315.00}{165.00}$
 4110 to 6210.9A - $\frac{137.55}{165.06}$
 4120 " 6210 - 327.22 ✓
 4210 " 6210 - 77.00 ✓
 4401 " 6210 - $\frac{642.36}{728.98}$
1379.13
1613.76

4490 to $\frac{6210}{\text{Rehab}}$ - 220.80

[Signature]

Dave,

Sorry that I didn't get this to you on Tuesday.
Things got a little crazy here and it slipped
my mind. At my advanced age, I am doing
a better job of forgetting.

See ya



JAY

Idaho State Government

Boise Area

GOVERNOR. OFFICE OF THE

State Capitol, 2nd Floor, West Wing, Boise 83720

Governor - Philip E. Batt	334-2100
Chief of Staff-Jeff Malmen	334-2100
Communications Director-Amy Kleiner	334-2100
Assistant to the Governor-Ann Ingram	334-2100
→ Scheduling for the Governor-Eva Gay Yost	334-2100
Sr. Special Assistant/Natural Resources-Nathan Fisher	334-2100
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Special Assistant/Agriculture, Transportation-Jeff Walker	334-2100
Special Assistant/Corrections, Insurance-Tana Shillingstad	334-2100
FACSIMILE MACHINE	334-2175
TTY Line Statehouse	334-2100

HOUSING AUTHORITY

of the

CITY of CALDWELL

P. O. Box 70

Caldwell, Idaho 83605

(208) 459-2232

April 25, 1996

Department of Employment
P.O. Box 220
Caldwell, Ida 83606

Re: Determination of Eligibility for Juana Perez

Dear Sirs:

Your letter of April 24, 1996 provided the Housing Authority with your determination regarding Juana Perez. You state that that there is reasonably compelling cause to establish as eligible the claimant Juana Perez. You say a State Statute, Section 72-1366, provides for such a determination.

In protest, please answer, in writing, the following: Juana Perez was not fired nor was she let go, even temporarily. Juana Perez has worked for the Housing Authority, part time, for some time now. Now, during the busy season at Crookham, she decides to work her full time job only. Please explain to me how section 72-1366(e) of the Idaho Employment Security Law provides that the Housing Authority has to provide unemployment benefits for Juana Perez to work at her normal full-time employment? The Housing Authority has work for her and we would be happy for her to stay and work for us, but she decided to quit and CONTINUE with her full time employment, so, as a result, we are required to pay her to work some where else? I'm sorry, I was unable to understand the reasoning on this matter, as it was explained in your letter of 4/24/96. Would you be willing to explain it in more detail so I'll be able to grasp it.

I appreciate your kindness in considering this request. Please be assured that we'll cooperate with your decision, especially if it is reasonable and understandable.

Sincerely,

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Tips for Better Printing

Overview

You may print anything that appears on the Folio VIEWS screen. To open the Print Dialog box (see Figure 1), select **File** then **Print** from the Menu Bar or click the **Print** button on the Toolbar. Folio VIEWS offers several different printing options for you to choose from.

Printing options include:

- View or "Narrowed" View
- Tagged or Selected text
- Record to Record.

Printing Options

► Print Range: View

Unless you are in a "narrowed" view, selecting **View** prints the entire infobase. *Due to the large size of most infobases, we do not recommend this option for normal printing scenarios.* A narrowed view is just what it sounds like, a smaller portion of the infobase. An example of printing a narrowed view would be only printing records with Query Hits. This is done by performing a query and selecting **View** then **Records with Hits** from the top Menu Bar.

► Print Range: Tag

Tagged records can be printed without narrowing the view of the infobase. Follow the steps listed below:

1. Tag a record by pressing the **F6** key on your keyboard or by selecting **Edit** then **Tag Record** from the Menu Bar. If you make a mistake, you can untag the record by hitting **F6** again.
2. Select **File** then **Print** from the Menu Bar or click the **Print** button located on the Toolbar. The Print Dialog box will appear on the screen.
3. Under **Print Range**, choose **Tag**.
4. Click on **OK**.

When you have completed your task, you may remove all the tags at the same time by selecting **Edit** then **Clear All Tags** from the top Menu Bar.

► Print Range: Selection

Text is selected for printing by highlighting. Highlighting can be done many different ways, the most common being the "click and drag" method. The following list provides you with some alternate ways to highlight text:

With your cursor at the starting point of the selection:

Shift + ...	Extends the selection:	Shift + ...	Extends the selection:
Left Arrow	one character to the left	End	to the end of the line
Right Arrow	one character to the right	Home	to the beginning of the line
Up Arrow	one line up	Page Down	down one screen
Down Arrow	one line down	Page Up	up one screen
Ctrl + Left Arrow	one word to the left	Ctrl + End	to the bottom of the infobase
Ctrl + Right Arrow	one word to the right	Ctrl + Home	to the top of the infobase

Once you have highlighted the text, select **File** then **Print** from the Menu Bar or click on the **Print** button located on the Toolbar.

► Print Range: Records

Folio infobases are comprised of records. Each paragraph is usually a separate record. The left side of the status line (located at the bottom of the screen) is the record indicator (see Figure 2). The current record number (where the cursor is located) is shown first, followed by a forward slash, and then by the total number of records in the infobase.

Figure 2—The Record Indicator Record 843/5602 Hit

Note: You will need to note the record number before you open the Print Dialog box. To print only a single record, just enter the same number in both the **From** and **To** entry fields.

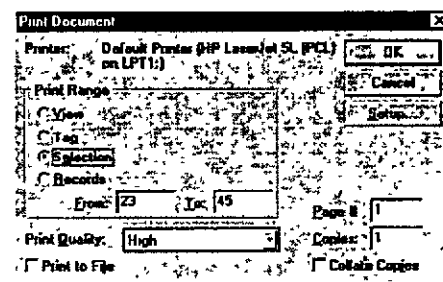


Figure 1—The Print Dialog Box

Updating BLR's electronic products on computers using the Windows '95 operating system.

Use the following procedure (steps 1-12) to "Uninstall" any BLR electronic product on your PC. Instructions are also provided to "Reinstall" a quarterly product update on your PC.

1. Click the "Start" button located on the taskbar.
2. Select "Settings" and click on "Taskbar". The "Taskbar Properties" box appears.
3. In the "Taskbar Properties" box, click on the "Start Menu Programs" tab.
4. Click on the "Remove" radio button.
5. Click once on the program icon you want to remove. As an example, if you have the SuperXX CD, then click on the "SuperXX" icon (XX is your state's abbreviated name.) The icon becomes highlighted.

NOTE: In step 5, if you have BLR's OSHA CD, then click on the "OSHA" icon. If you have the Safety Meetings Library CD, then click on the "Safety Meetings" icon. If you have Smart Policies, then click on the "Policies" icon. If you have "SmartJobs", then click on the "SmartJob" icon. If you have "BLR's Personnel Problems", then click on "Wtdappxx" icon. If you have "BLR's Employee Compensation" then click on the "Empcomp" icon.

6. Click the "Remove" radio button once. An information box prompts you if want to remove the folder.
7. Select "Yes". To finish, click the "Close" radio button on the "Remove Shortcuts/Folders" box.
8. Click "OK" on the "Taskbar Properties" box.
9. Click the "Start" button on the taskbar. Go to "Programs" and select "Windows Explorer". All folders and files on your "C:" drive (hard disk drive) appear.
10. On the right-hand side of your Windows Explorer, locate and click on the "Windows" directory.
11. Scroll the Windows directory to locate the file with the *.ldf extension. As an example, if you have SuperXX, then locate either the "XX.LDF or FXX.ldf" file. On Smart Policies, click on the "Policy.ldf" file. On SmartJobs, click on the "Smart.ldf" file. On OSHA, click on the "OSHA.ldf" file. If you have "BLR's Personnel Problems", then click on the "SXX.ldf" file. If you have "BLR's Employee Compensation" then click on the "EMPCMP.ldf" file.
12. Once the correct *.ldf file is located, highlight it and press the "Del" key to remove it. A box will prompt you to send it to the Recycle bin. Select "Yes". You have now completed the procedure for removing BLR's product from your PC.

Perform the following steps to *reinstall* a new BLR electronic product or new update:

NOTE: If you already have our product installed on your PC, you must "Uninstall" it first.

1. Select the "Start" button on the Taskbar.
2. Select "Run". The "Run" box appears.
3. Type in the following statement in the "Open" field: D:\Setup.exe **NOTE:** The "D" or "E" drive is usually your CD-ROM drive in a PC. Select "OK". If you have our Floppy Diskettes, enter the following:
A:\Setup.exe

Updating BLR's electronic products on computers using the Windows 3.1 or Windows for Workgroups 3.11 operating systems.

The current installation procedure [setup.exe] does not remove or overwrite the previously installed directories and files. To avoid installation problems with the new quarterly update, it is highly recommended that you remove the previous BLR update (SuperXX, Smart Policies, Smart Jobs, OSHA, Safety Meetings Library, BLR's Personnel Problems, or BLR's Employee Compensation.) **NOTE:** XX is your abbreviated state name.

Use the following procedure (steps 1-5) to "Uninstall" any BLR electronic product on your PC using the Windows 3.1 or 3.11 operating system. This procedure is performed using the Windows file manager which is located in the "Main" program group and covers multiple BLR electronic products

1. Depending on which BLR product you have (i.e., SuperXX, Smart Policies, Smart Jobs, OSHA, Safety Meetings Library, BLR's Personnel Problems, or BLR's Employee Compensation, locate the Program Manager group icon on your desktop. If the Program Manager group is open (the Main Menu and the .LDF icons appear), then locate the "-" button in the upper left hand corner of the Program Manager group, and click it once to close it.
2. Highlight the minimized SuperXX, Smart Policies, Smart Jobs, OSHA, Safety Meetings Library, BLR's Personnel Problems, or BLR's Employee Compensation program manager group by clicking once on it.
3. Under the **File** pull-down window, select **Delete**. You will be prompted to delete the SuperXX, Smart Policies, Smart Jobs, OSHA, Safety Meetings Library, BLR's Personnel Problems, or BLR's Employee Compensation program manager group. Click **OK**. The program manager group should now be gone.
4. Using the file manager (located in the "Main" program group), select your C. drive and locate the Windows directory. Double-click on the Windows directory (located on the left-hand side) to expand its contents, and use the vertical scroll bar (located on the right-hand side) to find the following file:
 - If you have SuperXX, locate the file named either XX.ldf or FXX ldf
 - If you have Smart Polices, locate the file named Policy.ldf.
 - If you have Smart Jobs, locate the file named Smart.ldf
 - If you have OSHA, locate the file named Osha.ldf.
 - If you have Safety Meetings Library, locate the file named Safety.ldf.
 - If you have BLR's Personnel Problems, locate the file named SXX.ldf file.
 - If you have BLR's Employee Compensation, locate the file named EMPCMP.ldf.

Highlight the "*. ldf" file, and under the **File** pull-down window, select **Delete**. You will be prompted to delete this file. Select **OK**. The * ldf file should now be deleted.

Installing the new BLR update on Windows 3.1 or 3.11 systems

1. To install the new BLR update, insert the new BLR CD-ROM or Floppy Diskettes update. Select **Run** from the **File** pulldown menu in the Windows Program Manager.
2. Enter **D:\Setup.exe** in the Command Line or Open Prompt. **Note:** the "D" or "E" drive is usually your CD-ROM drive. If you have Floppy Diskettes, enter **A:\Setup.exe** Then, follow the installation prompts.

SFO, PHA
TRANSMITTAL SLIP

Date 6-14-51

ROUTE TO:

SECTION:

HOUSING AUTHORITY OF THE CITY
OF CALDWELL, IDAHO.

Remarks:

*Received at
Caldwell Sept. 28, 1951
(T)*

From Personal Property #529
S-62

PHA-R-1-22
TRANSMITTAL SLIP

Date _____

ROUTE TO:

SECTION:

Thurston Bryant

Caldwell, Idaho

From _____

SF 889

SCHILLER & SCHILLER

CHARTERED
ATTORNEY AT LAW

P.O. Box 21 - 1202 1st Street South
Nampa, Idaho 83653-0021

EDWIN G. SCHILLER
egs1@mindspring.com

TELEPHONE (208) 466-7809
FACSIMILE (208) 466-7910

April 16, 2003

David Linden
Caldwell Housing Authority
P.O. Box 70
Caldwell, ID 83606

Arsenic & Radionuclides...



Jerri Henry
March 2004

Arsenic & Radionuclides...



Jerri Henry
March 2004

Arsenic

Arsenic: January 2006

* Systems need to be in compliance with the new rule or have an exemption in place

* MCL is 0.010 mg/L

- EPA corrected MCL for rounding:
0.01 to 0.010 mg/L
- 0.010 mg/L = 10 ug/L = 10 parts per billion (ppb)
- CWS & NCNTWS

In Compliance & "Exemptions"

*In Compliance ??

- Below MCL
- Not below MCL?
 - 4 quarters
 - average is below MCL
 - January 2007

*"Exemptions" -

misnomer

- Extension of time
- Must qualify
- Apply
- Prior to January 2006

Mitigation techniques:

*Alternative source

*Blending

*Centralized treatment

*POU (caution...) - *Monitoring is required*

Small system compliance technologies:

Treatment Technology	PWS Size Category
1. Reverse Osmosis (RO)	1-7
2. Ultrafiltration (UF)	1-7
3. Nanofiltration (NF)	1-7
4. Activated Carbon (AC)	1-7
5. UV	1-7
6. Ozonation	1-7

Arsenic Speciation

* In-State -

- Anatek Labs
- University of Idaho
- Boise State (*pending*)

* Reciprocity -

- Montgomery Watson Laboratories - CA
- Energy Laboratories - MT
- General Engineering Laboratories - S C
- National Testing - MI
- Severn-Trent - CO
- Environmental Health - IN
- Intermountain Labs - WY
- Northcreek Analytical - WA

More on *exemptions*

* To qualify:

- System must meet *ALL* 4 criteria (SDWA).
 - have a "compelling" factor such as financial *hardship*
 - was operating by 2/22/02
 - will not pose an unreasonable risk to health (URTH)
 - cannot make management/restructuring changes

Exemptions allowed based on URTH

Systems Serving	Total Compliance Time after Promulgation	Exception Periods Available	>35ppb	>30ppb but <=35ppb	>25ppb but <=30ppb	>20 ppb but <=25ppb	<=20 ppb
			No				
			No				
			No	No			
			No	No	No		
			No	No	No	No	

between 10-20 ppb
14 more years?

EPA's basis for "URTH"

- * All water systems are allowed to operate between 10 and 50 ppb for up to 5 years
- * Exposure = 200 ppb-years

Exemption Applications

- * <http://www.deq.state.id.us/water/dw/arsenic.htm#PWS>
- * If you have questions or need assistance



Bill Jarocki, Director
Environmental Finance Center
Phone: 208-426-1567
E-mail: bjarock@boisestate.edu

No one in Idaho has a variance

If no treatment, say so



Application for Arsenic Exemption

1. System Name	2. PWS ID#
3. System Address	4. System Address
5. Address	
6. Number of people on site	7. How Many People on Site
8. Have you reported a violation for arsenic? Have your system previously violated a state or federal regulation for arsenic? Have you violated state or federal arsenic standards (10, 5)?	Yes ☐ No ☒
9. Do you use alternative water or water treatment technology?	Yes ☐ No ☐
10. Have you and your system been subject to any other violations?	Yes ☐ No ☐
Date of Submission: <u>January 23, 2004</u> System Status: <u>off line</u>	
11. Treatment you intend to implement:	

10	Has your company been awarded for holding some or more trade fairs in 1997?		
11	1. List names and addresses, date & amount of last six years		
12	Does the table show a substantial profit?	☐ Yes	☐ No
13	Has your bank ever taken action against you in the last 12 months?		
14	Has a liquidator ever been appointed, paid or to be paid, in the last 12 months?		
15	Has any of your equipment or assets been forfeited? If so, please		
Financial explanation, construction info, etc			
16	Has your company or branch, taken all of the following decisions in the previous twelve months?		
	1. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	2. Have the necessary funds to pay interest	☐ Yes	☐ No
	3. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	4. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	5. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	6. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	7. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	8. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	9. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	10. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	11. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	12. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	13. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	14. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	15. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	16. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	17. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	18. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
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	59. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
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	61. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	62. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	63. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	64. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	65. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	66. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	67. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	68. Have taken action to cut expenditure or pay the	☐ Yes	☐ No
	69. Have taken action to cut expenditure or pay the		

[illegible]

Applications continued...

*** Complete and submit all materials to:**

Idaho Department of Environmental Quality
Attn: DW Arsenic Exemption Coordinator
1410 North Hilton
Boise, ID 83706

***Until January 2005, EPA will review all Idaho exemption applications**

Financial Info

* Financing:

- Look into options NOW...don't wait (contact DEQ' loan program @ 373-0502)

- DW State Revolving Fund (DEQ)
- Rural Utility Service (Dept. of Ag)
- Idaho Dept. of Water Resources
- Private loan

FYI: Arsenic MCL issues

* Consultants in Epidemiology and Occupational Health, Inc. Letter to EPA Administrator Leavitt December 18, 2003.

- Request for inclusion of new scientific findings from three studies
- Studies suggest that EPA's analyses were flawed
- Misinterpretation of Taiwan data led to overestimation of risk
- Deductions are inconsistent with cancer mortality in U.S.
- Request revising the risk assessment as good science policy

Study 1:

* Lanum, Steven H et. al. Arsenic in Drinking Water and Bladder Cancer in the U.S : An analysis based on 133 U.S counties and thirty years of observation. Journal of Occupational and Environmental Medicine 2004, [tba]

- Ecological study from 133 U.S. counties utilizing ground water for drinking water
- 4,500 US white male bladder cancer deaths & 75 million person-years of observation
- Study is two orders of magnitude larger than the SW Taiwan study
- No increase in bladder cancer mortality for exposure of 3-60ug/L
- Conclusion is consistent with most other studies (including Taiwan study)

Study 2:

* Lamm, Steven H. et al. Bladder Cancer and Arsenic Exposure: Differences in the Two Populations Enrolled in a Study in Southwest Taiwan. Biomedical and Environmental Sciences 2003; 16. 355-368

- Evaluated Taiwanese study used by NRC and EPA to set arsenic standard
- Concluded that the arsenic exposure levels do not explain the bladder cancer mortality in Taiwan for villages not utilizing artesian wells
- Arsenic exposure alone appears to be insufficient to describe the bladder cancer mortality risk
- Using the Taiwan data without stratifying the water source doesn't appear to be appropriate for a quantitative risk assessment for arsenic ingestion

Study 3:

* Steinmaus, Craig et.al. Case-Control Study of Bladder Cancer and Drinking Water Arsenic in the Western United States Am J Epidemiol 2003; 148.1193-1201

- Case-control study from 1994-2000 in western Nevada and Kings County, California
- No clear association between bladder cancer risk and exposures found in study area
- Elevated relative risk noted for smokers exposed to drinking water arsenic levels near 200ug/day

Idaho DEQ's Response:

The Idaho Department of Environmental Quality reviewed and supports the December 18, 2003 request for reevaluation of EPA's arsenic risk assessment by Drs Stephen Lamm, Manning Feinleib, and Shenghan Lai of Consultants in Epidemiology and Occupational Health, Inc.

Based on Dr. Lamm's analysis, which evaluated the Taiwanese study used by EPA to develop the arsenic risk assessment and his independent U.S. based study, it appears that the reported risks for arsenic related mortality were inaccurate and inconsistent with other arsenic risk studies.

Consistent with EPA's mandate for using sound science as a basis for decision making, Idaho DEQ requests that EPA consider the new evidence that indicates no increased risk or association between bladder cancer and low-levels of arsenic.

Radionuclides

EFFECTIVE NOW!!!

Important Revisions:

- * MCLs maintained
- * New MCL for uranium = 30ug/L (mass)
- * Entry point monitoring vs distribution
- * Standard monitoring framework (3,6,9 yr)
vs every 4 yrs
- * Separate radium-228 monitoring

Radium-228 capable labs:

- * 5 reciprocity certified labs (more on the way)
 - Energy Labs in Billings, MT
 - General Eng. Labs in Charleston, SC
 - Paragon Labs in Fort Collins, CO
 - Severn Trent in Richland, WA
- http://www.deq.state.md.us/water/dw/water_analysis_labs.htm

Initial Monitoring:

*4 consecutive quarters between January 1, 2004 & ending 12/31/07 (schedules out soon...)

UNLESS

*Samples were taken between June 2000 and December 31, 2003

Initial Monitoring Schedule

Population of CWS	Number of Systems	Year
<500	591	2004 & 2005
<501 and <10,000	137	2006
>10,001 (~185 EPA)	14	2007

Repeat Monitoring (after initial)

Monitoring Results (Initial avg or Grandparented)	Repeat Sampling Frequency
<Detection Limit	One sample every 9 years
>Detection Limit but < 1/2 the MCL	One sample every 6 years
>1/2 the MCL but < the MCL	One sample every 3 years
>MCL	Quarterly Monitoring

Other Rads Info:

- *No, there are no waivers for rads.
- *Gross alpha MCL excludes radon & uranium:
 - Subtract uranium measurement from gross alpha to obtain "net alpha" & determine compliance (performed by lab)

More Information on Arsenic/Rads:

- *Arsenic Rule:
<http://www.epa.gov/OGWDW/arsenic.html>
- *Rads Rule:
<http://www.epa.gov/OGWDW/rads/implementation.html>
 DEQ: <http://www.deq.state.id.us/>
- *Questions on chem/rads rules: Jerri Henry
 373-0471

Mohave Regional Office 2110 Ironwood Parkway Coeur d'Alene, ID 83814 (208) 763-1422	Bozeman Health District 4775 Maroon Sandpoint, ID 83864 (208) 224-6364	(111)
Mohave Regional Office 1115 F Street Lewiston, ID 83501 (208) 799-4370	North Central District Health 215 E 1st Street Lewiston, ID 83501 (208) 799-5166	(112)
Mohave Regional Office 1445 North Orchard Idaho, ID 83706 (208) 372-0530	South Central District Health 920 Main Street Caldwell, ID 83405 (208) 422-2402	(113)
Mohave Regional Office 601 Yale Line Road, Suite 2 Twin Falls, ID 83301 (208) 736-2190	Central District Health 717 North Armstrong Place Boise, ID 83724 (208) 333-7219	(114)
Mohave Regional Office 414 Hospital Way, 4300 Pocatello, ID 83204 (208) 236-4160	South Central District Health 1520 Washington Street N. Twin Falls, ID 83301 (208) 333-5000	(115)
Mohave Regional Office 900 Highway 200, Suite 11 Maha Falls, ID 83402 (208) 524-2650	South Central District Health 1001 Alta Plaza Drive Pocatello, ID 83204 (208) 233-5000	(116)
	Idaho Central System 214 E. 1st Maha Falls, ID 83402 (208) 524-2650	(117)

Significance of New Arsenic Studies

- I. Lamm, Steven H. et. al. Arsenic in Drinking Water and Bladder Cancer in the U.S.: An analysis based on 133 U.S. counties and thirty years of observation. Journal of Occupational and Environmental Medicine 2004; [tba]
 - Ecological study from 133 U.S. counties utilizing ground water for drinking water
 - 4,500 US white male bladder cancer deaths & 75 million person-years of observation
 - Study is two orders of magnitude larger than the SW Taiwan study
 - No increase in bladder cancer mortality for exposure of 3-60ug/L
 - Conclusion is consistent with most other studies (including Taiwan study)
- II. Lamm, Steven H. et al. Bladder Cancer and Arsenic Exposure: Differences in the Two Populations Enrolled in a Study in Southwest Taiwan. Biomedical and Environmental Sciences 2003; 16: 355-368.
 - Evaluated Taiwanese study used by NRC and EPA to set arsenic standard
 - Concluded that the arsenic exposure levels do not explain the bladder cancer mortality in Taiwan for villages not utilizing artesian wells
 - Arsenic exposure alone appears to be insufficient to describe the bladder cancer mortality risk
 - Using the Taiwan data without stratifying the water source doesn't appear to be appropriate for a quantitative risk assessment for arsenic ingestion
- III. Steinmaus, Craig et.al. Case-Control Study of Bladder Cancer and Drinking Water Arsenic in the Western United States. Am J Epidemiol 2003; 148:1193-1201.
 - Case-control study from 1994-2000 in western Nevada and Kings County, California
 - No clear association between bladder cancer risk and exposures found in study area
 - Elevated relative risk noted for smokers exposed to drinking water arsenic levels near 200ug/day
- IV. Consultants in Epidemiology and Occupational Health, Inc. Letter to EPA Administrator Leavitt. December 18, 2003.
 - Request for inclusion of new scientific findings from three studies (listed above)
 - Studies suggest that EPA's analyses were flawed
 - Misinterpretation of Taiwan data led to overestimation of risk
 - Deductions are inconsistent with cancer mortality in U.S.
 - Request revising the risk assessment as good science policy



Environmental Fact Sheet

U.S. Environmental Protection Agency Region 10

May 2003

How to apply for an Arsenic Exemption

The Environmental Protection Agency (EPA) finalized a new drinking water standard for arsenic in January 2001. The arsenic standard was lowered from 50 to 10 parts per billion (ppb). Water systems are required to comply with the new standard by January 23, 2006.

This fact sheet will help you determine whether or not your water system is eligible for an arsenic exemption. It also explains how to apply for an exemption if you are eligible.

What is an exemption?

An exemption does not exempt a water system from complying with the arsenic standard. Instead, it provides additional time to comply. An extension can provide water systems with between 3-9 additional years to comply with the new standard depending on the number of people served by the water system and the arsenic concentration present in the system.

Is my system eligible for an arsenic exemption?

You may want to consider applying for an exemption if you can show that your system has entered into a written and enforceable agreement to become part of a regional water system, or if you can provide documentation indicating the following:

- The system was in operation by February 22, 2002, or if not in operation by February 22, 2002, the system has no reasonable alternative source of drinking water.
- The arsenic concentration is less than 35 ppb.
- The system requires capital improvements to meet the standard of 10 ppb that cannot be completed prior to January 23, 2006.

- The system cannot make management and/or restructuring changes that would result in compliance (e.g., increase rates, change accounting practices, consolidate with another system).
- The system has entered into an agreement to receive the financial assistance necessary to meet the new standard or can show that such financial assistance is reasonably likely to be available within the period of the exemption.
- The system cannot obtain or develop an alternative source of water supply by January 23, 2006.

If the system cannot provide the information indicated above, as well as additional documentation referred to in the forms accompanying this letter, then it is unlikely that an exemption will be granted.

How do I apply for an exemption?

First, you should determine whether you are eligible for an exemption based on the six areas identified in question 2.

Second, if you believe you are eligible, then you need to complete the "Application for Arsenic Exemption" that accompanies this fact sheet.

Third, you need to provide the supporting information that will be reviewed to determine whether your system qualifies for an exemption. The required information is indicated on the "Required Documentation for Arsenic Exemption" that accompanies this introductory letter.

Fourth, although EPA will be reviewing the exemption requests, IDEQ has agreed to serve as an intermediary. Therefore, please submit your completed application materials to:

**Arsenic Exemption Coordinator
Drinking Water Program
Idaho Department of Environmental Quality
1410 North Hilton
Boise, ID 83706**

Who will evaluate the exemption request?

EPA will evaluate exemption requests submitted from public water systems in Idaho until January 23, 2005. After that date, the Idaho Department of Environmental Quality (IDEQ) assumes responsibility for evaluating exemption requests.

EPA is responsible for reviewing the exemption requests because the State of Idaho requested, and was granted, an extension for assuming responsibility for the new arsenic standard until January 23, 2005.

What will EPA do with the application materials?

EPA will review the information provided by the water system and make a determination whether to grant or deny the exemption request.

If EPA grants the exemption request, it will provide the system with a compliance schedule for making the needed improvements and provide an opportunity for a public hearing on the exemption request and proposed schedule.

If EPA denies the exemption request, it will notify the system of the reason(s) for the denial and provide an opportunity to the system to submit additional information to EPA.

If I have questions or need assistance who can I contact?

If you have questions regarding exemption eligibility or the application process contact:

Bill Jarocki, Director
EPA Environmental Finance Center
Phone: 208-426-1567
E-mail: bjarock@boisestate.edu



Application for Arsenic Exemption

1	System Name:	2	PWSID:	
3	Contact Person:	4	Phone Number:	
5	Address:			
6	Number of people served:	7	Date System Began Operating:	
8	Have you received a variance for arsenic? <i>(Has your system previously installed a best available treatment for arsenic that still cannot meet the revised arsenic MCL?)</i>		☐ Yes	☐ No
9	Is there an alternative source of water available with lower arsenic levels?		☐ Yes	☐ No
10	List dates and results for arsenic samples collected over the past 5 years.			
	Date of Collection <i>(Example February 28, 2001)</i>	Arsenic level <i>(15 ug/L)</i>		
11	Summarize your current treatment process:			

12	What treatment options have you considered for reducing your arsenic levels below 10 ppb?		
13	Current water rate structure, date & amount of last increase:		
14	Does the system have a certified operator?	☐ Yes	☐ No
15	What steps have you taken already to meet the new MCL?		
16	What capital improvements are needed, and how much will they cost?		
17	Why can't these improvements be made before January 23, 2006?		
18	If financial assistance is needed, which of the following describes your system (include documentation):		
	• You have entered into an agreement to get the financial assistance	☐ Yes	☐ No
	• You are reasonably likely to get financial assistance from a Federal or State source	☐ Yes	☐ No
19	Assistance source:	☐ Drinking Water State Revolving Fund (DWSRF)	☐ Rural Utilities Service (RUS)
		☐ Other:	
	Date applied:	Contact (Name & Phone Number):	
20	Have you applied for (or already received) an IDEQ planning grant for these improvements?	☐ Yes	☐ No

21	Have you entered into a written and enforceable agreement to become part of a regional PWS?	☐ Yes	☐ No
22	If you will begin operation after 1/23/06, why can't your system use another source of drinking water with lower arsenic levels?		
23	Please provide proposed dates for coming into compliance with the revised arsenic rule:		
	• secure funding		
	• finish the capital improvements		
	• begin operating in compliance with the revised MCL		
	<i>Maximum time that you will need to come into full compliance</i>		

Submitted by: _____

Date: _____

Official Use Only—Please do not write in this section		
Date application received by IDEQ:	Date application received by EPA:	Exemption request was Approved Denied
Date letter sent to system advising of decision:	Date of public hearing:	Date for compliance with revised arsenic MCL:
Application package reviewed by: Date of review:		



Idaho Department of Environmental Quality



Required Documentation for Arsenic Exemption

In order to process an application for an arsenic exemption to the implementation for the Arsenic Rule, DEQ will need to review specific information about your water system. The following checklist is designed to remind you of the documents that need to be assembled in your application packet.

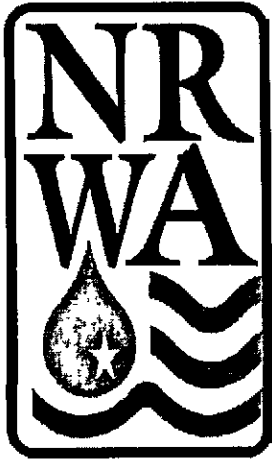
Required Document	X
Application for Arsenic Exemption. The application for Arsenic Exemption is designed to collect general information about your water system, as well as specific details regarding the steps your system may make to meet the Arsenic MCL in the future. Providing an adequate response to some of the questions on this form may require consultation with a professional engineer. (Please be sure to complete the entire application to prevent it from being rejected as incomplete.)	
Arsenic Monitoring History. Include at least two sample results from the past five years. It is very likely that the persons who will be reviewing your exemption application will not have immediate access to your most recent testing results. Your assistance in providing copies of your test results is appreciated.	
Financial Statements. The water system's financial capacity is one of the most important factors in considering your application for an exemption. Annual financial statements present a wealth of information for financial analysis. Please include copies of your water system's three most recent annual financial statements. The annual financial statements should include the following: (1) Balance Sheet (showing assets and liabilities). (2) Statement of Revenues, Expenses, and Changes in Retained Earnings (showing revenues and their sources, expenditures and their uses, and earnings, if any). (3) Statement of Cash Flows (showing cash flows for various types of activities, including operations, capital financing, and investing). If you do not have financial statements, please contact Bill Jarocki with the EPA Environmental Finance Center at (208) 631-0584 for assistance.	
Sanitary Survey. The technical capacity of your water system is usually detailed in the sanitary survey performed by the Department of Environmental Quality or the local Health District. Please make a copy of the most recent sanitary survey report and submit it with this application packet.	

Submit your application packet to the following:

Idaho Department of Environmental Quality
Attn: DW Arsenic Exemption Coordinator
1410 North Hilton
Boise, ID 83706-1255

Idaho Drinking Water Address and Phone List

Idaho DEQ Coeur d'Alene Regional Office 2110 Ironwood Parkway Coeur d'Alene, ID 83814 (208) 769-1422	Panhandle Health District (HD1) 322 Marion Sandpoint, ID 83864 (208) 265-6384
Idaho DEQ Lewiston Regional Office 1118 F. Street Lewiston, ID 83501 (208) 799-4370	North Central District Health (HD2) 215 10 th Street Lewiston, ID 83501 (208) 799-3100
Idaho DEQ Boise Regional Office 1445 North Orchard Boise, ID 83706 (208) 373-0550	Southwest District Health (HD3) 920 Main Street Caldwell, ID 83605 (208) 455-5403
	Central District Health (HD4) 707 North Armstrong Place Boise, ID 83704 (208) 327-7499
Idaho DEQ Twin Falls Regional Office 601 Pole Line Road, Suite 2 Twin Falls, ID 83301 (208) 736-2190	South Central District Health (HD5) 1020 Washington Street N. Twin Falls, ID 83391 (208) 734-5900 x 217
Idaho DEQ Pocatello Regional Office 444 Hospital Way #300 Pocatello, ID 83204 (208) 236-6160	Southeastern District Health (HD6) 1901 Alvin Ricken Drive Pocatello, ID 83201 (208) 233-9080 x 320
Idaho DEQ Idaho Falls Regional Office 900 Skyline, Suite B Idaho Falls, ID 83402 (208) 528-2650	Health District Seven (HD7) 254 "E" Street Idaho Falls, ID 83402 (208) 523-5382



Rural & Small Water and Wastewater System Emergency Response Plan Template

This template is designed to be a guide for Emergency Response Planning. It is not an all inclusive document and each state may have specific requirements.

**National
Rural Water
Association**

2915 South 13th Street
Duncan, OK 73533
580-252-0629
www.nrwa.org

Emergency Response planning should be a coordinated and planned process. Proper planning can lessen the impact of an emergency. All staff should be trained as to their responsibility within the plan and how it will be implemented. This template was designed to address various emergency hazards that may occur in rural and small systems. It incorporates emergencies that may be the result of terrorism. Regardless of the type of emergency whether natural or man-made each system has the responsibility to be prepared to protect the public health and to restore services that may be impacted.

This plan should incorporate information from the Security Vulnerability Self-Assessment. Assistance is available from your State Rural Water Association.

While the process of planning may vary depending on the size of your system it is suggested that the following steps be utilized in the planning process:

Step 1 – Prepare a Governing Body/Staff Briefing - A briefing should be prepared to acquaint the Governing Body/Staff with risks and vulnerabilities to their Utility. Also a part of this step is to make some estimate of what personnel resources will be required to assist in the planning effort and for what lengths of time.

Step 2 – Obtain Management Commitment - Obtain from the Governing Body a commitment to allocate the appropriate resources and personnel to the planning effort. A mission statement should be obtained to provide direction for the effort.

Step 3 – Form a Coordinating Committee - This committee will be a working group and will develop a detailed work program and schedule. A list of assumptions should be prepared by this committee with the goal to establish a set of minimum standards for the plan.

Step 4 – Assign the Planning Responsibilities - This task will help to identify individuals that will have a specific responsibility during the planning effort. One person should be designated as Emergency Director for the Utility and should assume the lead in plan preparation and execution.

Step 5 – Document Procedures - Document the administrative procedures to account for and manage the planning process, including plan development and plan implementation.

How to Use this Template

This document is designed for use by water system personnel. There are three sections to this document.

The first part provides instructions and process for completion of the planning process. The second part is the emergency response plan and the third part is miscellaneous and resource information.

Keep this Document

This is a working document. Its purpose is to start your process of emergency response planning. It should be reviewed and updated on a regular scheduled basis. Don't forget this is a sensitive document. It should be stored separately in a secure location.

Access to this document should be limited to key water system personnel and local officials and others on a need-to-know basis.

Acknowledgements:

The foundation of this template is the Rural and Small System Emergency Response Manual, which was developed in 1994 in response to, increased man-made and natural disasters. The manual was developed through Georgia Rural Water Association with input from a host of state and federal agencies.

Index Page

Introduction	I-1
Instructions for completion of template	I-2 – I-5
Certification Letter Template and Law Language	I-6
Template Contents	
General Information	1
Plan Goals	2
Classification of Emergency	3
Critical Information for Emergency Response Management	4 & 4a
Immediate Actions and Procedures to Lessen	5
Impact of Identified Emergency	
Communication Log	6
Contact List	7-12
Work Order Log	13
Location of Critical Information	14
Recovery Checklist	15
Preliminary Damage Assessment	16
Plan Distribution List	17
Record of Changes	18
Emergency Hazard Identification Ranking Form	19
Critical Components and Vulnerabilities	20
Plan Evaluation	21
Mitigation/Prevention Possibilities	22
Miscellaneous Information	
Utility Mutual Agreement Sample	24-25
Flood Debris	26
Solid Waste Handling	27
Household Chemicals	28
Disinfections of Unsafe Drinking Water	29-31
Water Pollution	31
Septic Tanks	31
Underground Storage Tank	32
Wastewater Treatment Plans	33
Trapped Flood Water	33
Dealing with the Media	37

Instruction for Completion of Template:

These instructions are not provided in numerical page order. They are designed so that if the instructions are followed, the completed plan will be in a logical sequence for ease of use if there is an emergency.

1. Complete page 4 – Critical Information

This form provides critical information that will be immediately needed in case of an emergency. It defines general information about the system and 1st priority contact information. The designated officials to manage the emergency should be involved in the planning stage of this plan. In any emergency the news media will be involved. It is important to designate one individual as the spokesperson. Additional resource material on dealing with the media is provided on page 37.

2. Complete page 2 – Establishment of Goals

A system is considered a lifeline because water and wastewater is essential to the safety and health of the population it serves. Each system service area should develop specific goals and acceptable levels of service under hazards and recovery conditions. Establish a state of goal for each essential area. If there is more than one goal they should be prioritized to provide direction for the planning process and response to an emergency. The following are specific goals to consider.

Life Safety - A system's primary goal should be to preserve the health and safety of its personnel and the public. Meeting this goal should be considered a continuous function of the system before, during and after the effects of a hazard are experienced. Examples of life-threatening or injury-causing conditions could be:

- Failure of distribution system
- Failure of dams
- Distribution of contaminated water
- Release of hazardous materials, especially chlorine
- Collapse of structures such as water towers

Fire Suppression - Most fire suppression activities depend on the potable water distribution system. During disasters, there may be many fires to fight. Fire suppression capabilities should be made available immediately after a disaster, or as soon as possible.

Public Health Needs - Water is essential to life and health. However, some needs are more immediate than others. The following list is of public health needs and the allowable time without potable water being available. Times are guidelines only and depend on the magnitude of the disaster.

- Hospitals – Continuous need
- Emergency Shelters – Immediate need
- Kidney Dialysis – 24 hours
- Drinking Water – 72 hours
- Personal Hygiene, Waste Disposal – 72 hours

Commercial Business Uses - Many businesses depend on water for their operation; for example, restaurants, car washes and many manufacturing companies. However, nearly all businesses could not function for long without potable water for drinking, waste disposal and cooling water for air conditioning and other process systems. Also, many commercial structures are protected with fire sprinkling systems that should not be left without a water supply.

Establishing priorities for service is an important part of completing this step of vulnerability analysis. Most medical facilities need continuous service; contact them to determine approximate daily needs or estimate their needs from utility records. Other priorities should be police and fire departments, and the

emergency operations center. For medical facilities and other priority customers, it is a good idea to have a record of a contact person or persons, their phone numbers, reasons for needing priority service, approximate daily needs and an alternative on-site source if one is available.

Water Requirements - Water requirements under disaster conditions can be assumed or estimated only in terms of the nature and magnitude of the disaster, user needs and capabilities of the system. An attempt to approximate water demand for each type of hazard should be made using whatever local expertise is available. Research conducted by state and federal agencies may provide useful information by drawing on the expertise from like disasters.

3. Complete pages 7, 8, 9, 10, 11 and 12 – Emergency Response Contacts

These pages contain names and contact information that may be needed during an emergency. Once the plan is completed this listing should be reviewed to ensure that all available resources that may be needed are listed.

4. Complete page 19 – Emergency Hazard Identification and Ranking

This form is designed to identify the types of emergencies the system may be subject to. Although it may be a guess, an effort must also be made to predict the probability of a disaster or emergency for your service area.

After identifying the type of emergency, determine the probability of it occurring and if it did the most likely magnitude of the event on your system.

The final step on this form is to rank each emergency hazard. Remember to spend your time planning for those disasters and emergencies that will most likely affect your service area.

5. Complete Page 20 - Critical Components to Utility

At the completion of the hazard analysis, the effect a specific hazard will place on the different components and on water quality and quantity should be determined.

A separate form should be completed for each of the hazards identified on Page 19.

Each water system is different, but can be described and analyzed in terms of its components. Look at each critical area and determine what critical components are vulnerable for each hazard identified on page 19. The Security Vulnerability Assessment should be incorporated into the completion of this form

6. Complete page 5 – Immediate Actions and Procedures to Lessen Impact of Identified Emergency

A separate form should be completed for each of the hazards identified on Page 19.

With any emergency there are immediate steps that can be taken. This listing provides the management team a quick reference for consideration to immediately lessen the impact of the emergency hazard.

Each emergency hazard may have different immediate notification needs. For example, if it is a terrorist act the law enforcement authorities would be a priority; if the emergency is a hazardous waterborne disease outbreak the medical community and public would be a priority.

Complete each section with the focus on what is needed to immediately lessen the impact of the identified emergency hazard.

7. Complete page 14 – Location of Critical Information

During an emergency, various agencies and authorities that are unfamiliar with the system will need information. This listing should identify information that is available and its locations for quick access as the need arises.

8. Complete pages 17, 18 & I-6 – Plan Distribution List & Certification

Once the plan is completed it will include sensitive information and its distribution should be controlled for security purposes and to insure that any modifications are kept up-to-date on

9. Certify you have completed the plan to the EPA – Page I-6

At this stage the pre-planning for each potential emergency hazard is complete. The remaining components of your plan are implemented during an emergency. The remainder of these instructions is intended to provide information and explanations for consideration and training.

Page-by-Page Overview

Page 1 – General Information

This page provides a quick reference to focus the response actions to an emergency.

Page 2 – Goals of Emergency Response

These goals establish clear objectives to achieve in responding to an emergency.

Page 3 – Classification Guidelines to Determine Impact of An Emergency

When an emergency occurs, an initial assessment of potential impact should be made. This determines the extent of the response.

Page 4 - Critical Information for Emergency Response Management

Provides the critical system information, 1st priority contact of system officials and 1st priority law and emergency response entities. This page also identifies who will be the media spokesperson for the system.

Page 5 – Immediate Actions and Procedures to Lessen Impact of Identified Emergency

This page should have been completed for each potential emergency hazard identified in the planning process. It provides the emergency response management team with guidance developed from the scenario planning. These scenarios form the response to each emergency that may be experienced by the system.

Page 6 – Communication Log

When an emergency takes place and outside agencies appear on the scene, it is important to document the activity that takes place. Remember it is your system and you are in charge and responsible to the community. Documentation of communication, request and actions are critical for the assessment that will take place after the emergency.

Pages 7 – 12 – Contact Listings

These pages break down contacts and resources that may be needed during an emergency. They provide a quick access to critical and support contacts. These listings should be reviewed and updated on a regularly scheduled basis.

Page 13 – Work Order Log

An emergency will require multiple responses and actions to take place simultaneously. If the emergency is pro-longed different shifts will be needed. This work order form allows for all personnel involved to know the work that is being done and by whom.

Page 14 – Location of Critical Information

Information will be needed as various personnel and agencies respond to an emergency. Knowing the information that is available and where it is located will benefit the emergency response time and provide for a better decision making process.

Pages 15 – 16 Recovery Period Checklist & Preliminary Damage Assessment

Returning to normal operations is vital to rapid restoration of clean, safe water and sanitary facilities to the community and is essential to the assessment and recovery process of your service area.

In the aftermath of any disaster such as a flood, hurricane, earthquake or other emergency, the following actions should be taken as soon as possible.

1. Conduct an on-site inspection of all treatment facilities;
2. Check and examine the condition and operation of all process equipment;
3. Check for structural and other damage to facilities and chemical storage tanks;
4. Conduct an inspection of the plant for leaks in the piping system;
5. Prepare a preliminary damage report; and
6. Report conditions to appropriate officials.

Most primary plant processes can continue to operate during brief periods of power outage. However, for extended periods of power loss, it may be necessary to take additional steps to return the service. Temporary power by generators may be possible until full service and power is returned. Contact your designated Emergency Management official to request emergency power. When power is restored, take the following actions:

1. Restart process equipment, one at a time, that was shut off or off-line during the power loss;
2. Before returning dirty filters to service, filters must be backwashed;
3. Plant flow should be increased as appropriate;
4. Inspect all process equipment and performance of equipment and treatment processes;
5. Processed and treated water must be verified;
6. Survey all damage and make sure all water is being properly treated. Any areas where contamination of the water system may have occurred should be reported immediately to the local state office so bacteriological and/or chemical samples can be taken and analyzed.

Identify and document all costs related to each specific emergency. All or a portion of costs due to a disaster may be recovered through federal or state disaster-relief funding. To clearly identify costs related to a disaster, insure costs related to any specific operation are charged to the work order number for the project. To restore the entire system service area, many work orders may be used during a natural disaster. However, all emergency work orders should be specifically coded to identify them as being related to the emergency.

Use proper record keeping procedures to keep track of the work. These records will be invaluable for assessing damage and evaluating the response. The records also indicate follow-up activity needed. Video and pictures are excellent ways to document actions.

Predicated upon the concept that emergency operations will begin at the level of government most appropriate to provide effective response, state assistance shall be provided upon request when emergency or disaster needs exceed the capability of county and municipal governments. Federal assistance is supplemental to that of state and local governments and is available upon approval of a request by the Governor of the appropriate federal agency or the President.

Federal disaster assistance programs available with or without a Presidential Declaration have been identified in FEMA Manual 8600.2, *"Digest of Federal Assistance Programs"*. Each federal program identified lists the primary implementing federal agency. Requests to such agencies will be made through the director or state emergency management agency/state disaster coordinator. Federal assistance subsequent to a presidential declared emergency or major disaster may be made available under either emergency or major disaster provisions of Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 93-288, as amended by PL 100-707, dated November 1988.

Pages 17 – 18 – Distribution of Plan and Record Changes

Key system officials must have access to the plan; thus, there will be multiple copies. It is important to keep track of who has a copy of the plan to ensure that all plans are kept updated.

The Emergency Response Plan elements will change over a period of time. It should be reviewed on a regularly scheduled basis.

Pages 19-20 – Emergency Hazard Identification/Ranking Form and Critical Components Identification

These are worksheets utilized for completion of the plan and should be retained and used when the plan is reviewed.

Pages 21 – 22 – Plan Evaluation and Mitigation/Prevention Possibilities for Utilities

An evaluation of the plan should be undertaken after it is completed to assess any mitigation actions that may be taken and other activities such as operational drills that may benefit a response to an emergency hazard.

After an event an evaluation team should be assembled to assess how the plan performed and to determine modification needed.

Pages 23 – 33 Miscellaneous Resource Information

These pages contain resource information to provide an overview of how to handle specific issues that may be experienced during an emergency. Be sure that any actions taken comply with state regulatory requirements.

Certification

The law "(b) Each community water system serving a population greater than 3,300 shall prepare or revise, where necessary, an emergency response plan that incorporates the results of vulnerability assessments that have been completed. Each such community water system shall certify to the Administrator, as soon as reasonably possible after the enactment of this section, but not later than 6 months after completion of the vulnerability assessment under subsection (a) that the system has completed such plan. The emergency response plan shall include, but not be limited to, plans, procedures, and identification of equipment that can be implemented or utilized in the event of a terrorist or other intention attack on the public water system. The emergency response plan shall also include actions, procedures, and identification of equipment, which can obviate or significantly lessen the impact of terrorist attacks or other intention actions on the public health and the safety of supply of drinking water provided to communities and individuals. Community water systems shall, to the extent possible, coordinate with existing local emergency planning committees, established under the Emergency Planning and Community Right to Know act (42 U.S.C. 1101 et seq.) when preparing or revising an emergency response plan under this subsection"

Sample Letter of Certification:

June 7, 2002

Christine Todd Whitman
Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW.
Washington, DC, 20460.

Dear Governor Whitman:

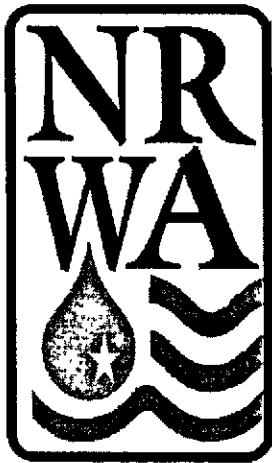
Option 1 – complete a plan:

We are pleased to inform you that we have completed an emergency response plan that can be implemented in the event of a terrorist or other intentional attack on our drinking water system. We have used the security vulnerability assessment as a tool to develop the emergency response plan, which includes actions, plans, procedures and identification of equipment that can be used to mitigate a terrorist attack. In accordance with Section 1433(b) of the Safe Drinking Water Act, please accept this letter as formal notification that we have completed the required emergency response plan. Should you need further information please contact me at _____.

Option II - revised current plan:

We are pleased to inform you that we have revised our current emergency response plan that can be implemented in the event of a terrorist or other intentional attack on our drinking water system. We have used the security vulnerability assessment as a tool to modify the existing emergency response plan which includes actions, plans, procedures and identification of equipment that can be used to mitigate a terrorist attack. In accordance with Section 1433(b) of the Safe Drinking Water Act, please accept this letter as formal notification that we have completed the required emergency response plan. Should you need further information please contact me at _____.

Sincerely,



Rural & Small Water and Wastewater System Emergency Response Plan Template

**National
Rural Water
Association**

2915 South 13th Street
Duncan, OK 73533
580-252-0629
www.nrwa.org

GENERAL INFORMATION

A. Act to Protect Life

B. Notify Employees of Implementation of Emergency Operating Plan:

- ☐ Act to ensure safety of employees and families.
- ☐ Maintain, to a practical extent, records and logs of actions taken and ask all supervisors to do the same.
- ☐ Attempt to coordinate efforts with other regulatory agencies.

C. Preserve Water in Storage:

- ☐ Consider what can be saved, what can be sacrificed.
- ☐ If damage is apparent, lower water in dams to prevent structural failure.
- ☐ If applicable, assess damage to sewer system which could contaminate water supplies.
- ☐ Secure well houses against unauthorized entry and possible contamination.

D. Isolate Areas That Will Take Longest to Restore Service and Arrange for Emergency Water Distribution in Those Areas:

- ☐ Establish collection points and ration water.
- ☐ Locate source of water containers (plastic bottles, jerrycans, etc.)
- ☐ Spot containers at locations to serve immediate needs.
- ☐ Locate trucks with water-carrying capabilities.
- ☐ Start reserve pumping facilities.
- ☐ If needed, provide information to public on emergency disinfection of drinking water.

E. Set Priorities on Repair Work:

- ☐ Plan to restore service by area.
- ☐ Prepare and keep current a plan to restore service.
- ☐ Get input from appropriate agencies on essential uses.
- ☐ Take into account condition of existing facilities.
- ☐ Take into account the public's need for protection—determine if other water sources are available.
- ☐ When work exceeds capabilities, notify agency.

Goals For Emergency Response	
Priority	Statement of Goal

Life Safety

Fire Suppression

Public Health

Commercial and Business

Service Priorities

Water Requirements

CLASSIFICATION GUIDELINES TO DETERMINE IMPACT OF AN EMERGENCY

Date: _____

Emergency Hazard: _____

Initial assessment classification: _____

Level 1 – NORMAL TROUBLE - Trouble, which can be handled routinely. This would include normal operator activity.

Level 2 – ALERT (Minor Emergency) - Trouble that can be handled by a system with oversight and guidance from the state primacy agency and/or Rural Water Association. This could be the early sign that a system or part of a system could be lost.

Level 3 – MAJOR EMERGENCY - Problems that are somewhat beyond the capability of system personnel and association capabilities may require a declaration of emergency to authorize shortcut procedures.

This level would require the mobilization of all Utility personnel who might seek additional help by activation of mutual aid agreements or contracts.

This level of emergency leaves no doubt that outside help is required because of a serious threat to health or facilities of a member system.

Level 4 – PROBLEMS CLEARLY AND IMMEDIATELY BEYOND THE CAPABILITY OF THE UTILITY

Recovery time will exceed one week, cost will be great, large amounts of mutual aid will be required and a request for declaration of emergency will be required.

This level would normally affect many different services that may be lifelines to the water and wastewater systems. These natural or man-made disasters will cause disruption over a large area of service and cause a severe health risk.

Critical Information for Emergency Response Management

System Name:

PWS Number:

Population:

Address:

Source(s) of water:

Amount of Storage available for use:

Types of treatment:

1st Priority contact information -System officials responsible for management of an emergency:

Name	Position	Address	Phone #	Cell #	Pager #

Local Law Enforcement Numbers

Name	Position	Address	Phone #	Cell #	Pager #

Local Emergency Response Entities

Name	Position	Address	Phone #	Cell #	Pager #

Primary and Secondary Media Spokesperson:

Name	Position	Address	Phone #	Cell #	Pager #

Critical Information for Emergency Response Management Continued

Alternate Sources of Water Supply

Source	Contact Person	Phone Number	Cell #	Pager #

Mutual Aid Agreement(s)

Entity	Contact Person	Phone Number	Cell #	Pager #

Immediate Actions and Procedures to Lessen Impact of Identified Emergency
 (Complete one for each identified Emergency Hazard)

Emergency Hazard: _____

Immediate Action and/or procedures to lessen impact of emergency

1. _____
2. _____
3. _____
4. _____
5. _____

Immediate Agency Notifications Needed

Name	Location	Contact Person	Phone Number	Pager Number	Cell Phone Number

Critical Local Business Contacts for Health and Safety to Lessen Impact of Emergency

Name	Type of Business	Contact Person	Phone Number	Pager Number	Cell Phone Number

Critical Equipment Needs to Lessen Impact of Emergency

Equipment	Company	Phone Number #1	Phone number #2

COMMUNICATION LOG

[illegible]

System Personnel Contact List

[illegible]

Federal Emergency Response Contact List

Check List:

Federal Emergency Management Agency

EPA Regional & Federal

FBI

National Weather Service

Chemical Spill Hotline

National Poison Control Center

[illegible]

Check List:

Hospitals

Clinics

Nursing Homes

Doctors Offices

Ambulance Services

Schools

Daycare Centers

[illegible]

Media Contact List

Local Radio Stations				
Call Letters	Frequency	Contact Person	Home #	Office
Local Television Stations				
Call Letters	Frequency	Contact Person	Home #	Office
Local Newspapers				
Name of Paper	Distribution Schedule	Contact Person	Home #	Office

Emergency Equipment and Supplier Contact List

[illegible]

Work-Order Log

[illegible]

Location of Critical Information

Check List:

Distribution system maps

Operational Records

Permits

Technical manuals

O&M plan or manual[illegible]

RECOVERY PERIOD CHECKLIST

- ☐ Perform in-depth damage assessment of system to determine long-term effects of damaged areas.
- ☐ Notify appropriate agencies of system status and situation.
- ☐ Prepare written documentation of emergency work performed for possible compensation by emergency agencies.
- ☐ After completion of emergency repairs, rest the crews and return, if possible, to more normal work schedules.
- ☐ Notify appropriate insurance carriers. Provide written and photo documentation of damage.
- ☐ Assist in the survey of emergency repairs and scheduling of permanent repairs.
- ☐ Assist in the inventory of repair supplies and replacement stock.
- ☐ Implement complete record keeping of time and expense
- ☐ Recommend when able, servicing of emergency equipment.
(oil changes, lubrication, etc.)
- ☐ Make sure the public is kept informed throughout the extent of the emergency.

PRELIMINARY DAMAGE ASSESSMENT

General Overview

- ☐ Determine need to repair, replace, or abandon facilities
- ☐ Estimate cost to repair damage
- ☐ Evacuate buildings in danger of collapse
- ☐ Confirm that field crew does the following:
 - Closes and tags
 - ☐ Damaged Facilities; and
 - ☐ Equipment

Reservoirs:

- ☐ Check for:
 - ☐ Seepage
 - ☐ Cracks
 - ☐ Embankment slump
- ☐ Leaks
- ☐ Landslides
- ☐ Broken inlet/outlet pipes & underdrains

Notify DNR if problems are found.

- ☐ Lower water levels to reduce possibility of structural damage

Wells:

- ☐ Check for physical damage to facilities
- ☐ Test for contamination
- ☐ Name, address, phone # for private lab
- ☐ Check for pump or motor failure
- ☐ Check power source

Treatment Plants:

- ☐ Check if power available and condition of mechanical and electrical equipment
- ☐ Check for quality of outflow
- ☐ Check for chemical spills or releases
- ☐ Check for need of emergency purification
- ☐ Check for structural damage

Tanks:

- ☐ Check for evidence of failure of sub base
- ☐ Check for:
 - ☐ Leaks
 - ☐ Cracks
 - ☐ Broken inlet/outlet pipes, underdrains
- ☐ Check for buckling

Distribution System:

- ☐ Check for:
 - ☐ Leaks
 - ☐ Pressure loss in lines
 - ☐ Cross-connections between water and sewage
 - ☐ Overflows in streets
- ☐ Check for mechanical couplings

PLAN DISTRIBUTION LIST

[illegible]

RECORD OF CHANGES

[illegible]

Emergency Hazard Identification / Ranking Form

Type of Emergency Hazard	Probability			Magnitude			Ranking
	High	Moderate	Low	Severe	Moderate	Light	
Construction Accidents							
Earthquakes							
Densification							
Fault Rupture							
Ground Shaking							
Landslide							
Liquefaction							
Tsunami and Seiche							
Floods							
Forest or Brush Fires							
Hazardous Material Release							
Hurricane							
Flooding							
Storm Surge							
Wind							
Nuclear Bomb Explosions							
Nuclear Power Plant Accidents							
Other Severe Weather							
Extreme Heat							
Lightning							
Snow or Ice							
Wind							
Other							
Riots							
Strikes							
Structure Fires							
Tornados							
Transportation Accidents							
Air							
Rail							
Road							
Water							
Vandalism, Terrorism							
Treatment Facilities							
Storage Facilities							
Distribution or Collection							
Contamination							
Threats							
Volcanic Eruptions							
Waterborne Diseases							

Critical Components to Utility

Emergency Hazard:

(complete one for each identified hazard on previous page)

Critical Area	Critical Component listing for each area
Source Water	
Storage & Holding Tanks	
Distribution System	
Collection System	
Treatment Facilities	
Equipment & Supplies	
Internal Communication	
External Communication	
Administration Facilities	
Access to Records and Information	
Scada systems	
Computers	
Power Supply	
Other	

PLAN EVALUATION

Each Utility will have different procedures for plan evaluation depending on the available resources. The testing of the emergency response capability is important particularly in those geographic areas where the risks of major disasters are greatest.

Step 1—Training

Training should focus on increasing the knowledge of the Utility's personnel about disaster hazards and the effect they will have on the system. An opportunity to practice disaster response should also be incorporated in the training.

Training can be in-house or through outside sources. Consideration should be given to the idea to train the trainer. Train those that will be in a position to train others and will make decisions during an actual response.

Step 2 – Conduct Operational Drills

Many areas conduct Emergency Response drills. These drills are often at local levels, sponsored by city or county governments, fire and police departments, and other affected agencies.

State and federal drills are conducted also, many times addressing a specific hazard. Get involved; find out by asking when and where drills are scheduled. Go and observe other state and community drills, note what goes right or wrong. There is a lot happening in Emergency Response. Find out what's happening in your area or a larger system near you and get involved. You will find most people in emergency assistance have a genuine desire to help. Don't be afraid to conduct your own drills by acting out one of your scenarios used to determine vulnerability.

Step 3 – Occurrence Evaluation

At the conclusion of the event, the Utility should assemble and prepare an after-event evaluation report. The report should address issues, background, recommendations, and conclusions. This report assesses actions, responses, and evaluates the Utility's response. This report can serve as a model for future emergency response and appropriate actions.

Mitigation/Prevention Possibilities for Utilities

Personnel Shortages

- ☐ Safety Education
- ☐ Cross Training
- ☐ Proper Equipment
- ☐ Use of Other Agencies

Agency Contacts & Agreements

- ☐ Rural Water Association
- ☐ State Emergency Management
- ☐ Local Government
- ☐ Neighboring Utilities
- ☐ Equipment Suppliers
- ☐ Material Suppliers
- ☐ American Red Cross
- ☐ Law Enforcement
- ☐ Lifeline Utilities
- ☐ Alternate Communication Sources
- ☐ Emergency Water Production
- ☐ Water Haulers
- ☐ Salvation Army

Educational Areas for Utility Personnel

- ☐ Family Safety Plans
- ☐ Source Water
- ☐ Treatment Facilities
- ☐ Electrical Power & Instrumentation
- ☐ Watershed Hazards
- ☐ Hazardous Materials Spills
- ☐ Chemical Storage
- ☐ Reservoir Hazards
- ☐ Piping
- ☐ Dams
- ☐ Equipment
- ☐ Intake Structures
- ☐ Process Basin
- ☐ Interconnection Possibilities
- ☐ Storage Tanks
- ☐ Valves and Appurtenances
- ☐ Ground Water and Well Hazards
- ☐ Economics of Mitigation

Miscellaneous Information

The Miscellaneous Information section of the Emergency Management Manual is a compilation of extremely useful material that can be utilized by the State Association in development of its own plan. It also provides appropriate information to utilities for inclusion in the Utility's Response Plan.

Utility Mutual Aid Agreement

Purpose

Emergency situations could arise in a community's water and/or wastewater system that would require assistance from an adjoining community to restore normal operation. The purpose of this Mutual Aid Agreement is to formalize and define the extent of this assistance between the two communities identified herein.

If an emergency situation arises in one of the participating communities, the authorized officials in each community identified below, agree to support each other during the emergency, to the extent possible, upon request as initiated by authorized personnel from the affected community. Each community will provide the name(s) and emergency telephone numbers(s) of personnel authorized to initiate a request for aid.

Agreement to Render Aid

WHEREAS the governmental units of _____ and _____ in the State of _____, have rendered mutual aid to one another in the past, and anticipate a continuing demand for such mutual aid and cooperation in the use of their personnel and equipment in the future, for the safety, health, and welfare of the people of their governmental units during a time of emergency, hereby agree to become part of the _____ RURAL WATER ASSOCIATION EMERGENCY RESPONSE SYSTEM, in conjunction with the Department of Emergency Management of the State of _____.

THEREFORE, the parties hereby agree that their water/wastewater department and/or department of public works, will render mutual aid to each other under the following conditions:

1. In the event of a serious man-made or natural emergency, the parties of this agreement shall cooperate in any effort to provide service, subject to the terms and conditions prescribed in this agreement, and to the extent possible.
2. The city manager/mayor, or the water/wastewater superintendent, or the director of public works, or other such individual serving as a governing or managing party of the participating governmental unit, shall have the authority, in the event of a serious emergency, to determine whether manpower and/or equipment shall be sent beyond the jurisdictional limits of its governmental unit.
3. It is the intention of this agreement to vest in each party the sole right to determine when its needs will permit it to respond to a request by another governmental unit, and it is further agreed by the parties hereto, that if the water/wastewater department refrains from sending any manpower and/or equipment beyond its jurisdiction, that such unit thus failing to respond, shall not be liable for any damages to the requesting party or any third party.
4. The superintendent of the water/wastewater utility, director of public works, or such person acting in that capacity, SHALL BE IN TOTAL COMMAND of the responding party. All personnel and/or equipment of the respondents shall be under the immediate command of the person(s) attached to the responding community. All commands or orders for the use of such personnel and/or equipment shall be made by the superintendent of the water/wastewater utility, or such person acting in that capacity, of the requesting community, through the person(s) in charge of the responding community's personnel and/or equipment, whenever it is practical. However, the person(s) acting in authority for the responding community shall, at all times, have the authority to recall the responding water/wastewater personnel and/or equipment from an emergency assistance mission upon direct notice to the person(s) in authority for the requesting community or governmental unit.
5. It is understood that personnel and equipment of the responding governmental unit shall be utilized in the capacity for which they are intended, and further, SHALL NOT be held in "stand by" capacity for a period exceeding _____ hours. If the requesting party does not need the said personnel and/or equipment in the emergency area, it will be returned to the responding community.

6. Each governmental unit entering into this agreement shall continue to provide the same salaries, compensation for death or disability, and retirement and furlough payments, to their respective employees or volunteers who are assigned to render aid or other assistance to the requesting governmental unit, as that employee or volunteer would receive if on duty within the jurisdictional limits of the governmental unit by which he or she is employed.
7. Cost of repairs and employees or volunteers of the responding governmental unit operate maintenance of equipment used or expended while rendering assistance under this agreement will be borne by the governmental unit owning the equipment, if said equipment is operated by employees or volunteers of the responding governmental unit for a period not exceeding 24 hours. If said equipment is operated by personnel from the requesting community, or is requested for a period longer than 24 hours, then the requesting governmental unit or community will assume the expense of any repairs and/or maintenance required by the said equipment. It is further agreed, that if said equipment is required by the requesting community or governmental unit for a period exceeding 24 hours, that the requesting community or governmental unit will be responsible for returning the requested equipment, in good condition, to the responding governmental unit.
8. It shall be the responsibility of the requesting community or governmental unit to notify the appropriate state or other agencies of governmental authority, in accordance with all applicable laws and/or policies, the nature and extent of the emergency.
9. To prevent haphazard and/or unauthorized response to a request by a community or governmental unit's water/wastewater department to emergencies outside of the jurisdiction of the responding party, NO PERSONNEL OR EQUIPMENT WILL BE DISPATCHED, except by the direct request of authorized person(s), identified in this agreement, from the responding governmental unit or community, an authorized representative from the State Department of Emergency Management, or an authorized representative of the _____ Rural Water Association.
10. Cost of meals, lodging and/or fuel, expended or consumed by personnel or equipment of the responding government unit, shall be borne by the requesting party to this agreement, unless otherwise expressly stated in a separate, attached mutual aid agreement between the parties to this agreement.
11. There will be no costs incurred by the requesting community for any meals, lodging, fuels or other needs for any staff person(s) or members of the Board of Directors of any participating Rural Water Association, or the State Department of Emergency Management.
12. No participating Rural Water Association to this agreement shall be held liable for any injury or damages incurred by or caused by personnel working, or equipment operated, under the authority of either governmental unit to this agreement.
13. Any party to this agreement may, upon thirty days written notice to all parties to this agreement, withdraw from further participation.

Execution of Agreement

IN WITNESS WHEREOF, the parties do sign and execute this Mutual Aid.

Appropriate Assignees

What to Do with Flood Debris

All debris must be managed to avoid future environmental problems

In General

All solid wastes which cannot be recycled or reused must be ultimately disposed of in municipal solid waste landfills, construction/demolition landfills or inert landfills. For the location of the disposal site nearest you, contact your local state regulatory agency. The only exception to landfill disposal will be open burning of trees, limbs, stumps, other vegetative debris caused by the flood and clean lumber/plywood.

The EPD encourages the recycling of waste if practical. Trees, limbs, and stumps can be chipped for mulch if equipment is available.

White goods (appliances), batteries, tires and metals should be separated for recycling.

All household garbage, such as food and other putrescible waste, must be disposed of in municipal solid waste landfills. Household items such as furniture, carpet, drapes, clothing, bedding, mattresses, etc. may be disposed of in construction/demolition landfills.

All construction/demolition type wastes (lumber, siding, shingles, sheetrock, etc.) may be disposed of in inert waste landfills.

Inert wastes (mud, dirt, concrete, bricks, cured asphalt, tree stumps, limbs, leaves) may be disposed of in inert waste landfills.

Local governments may establish temporary locations for transfer stations, convenience centers or stockpiling areas which have been established to handle the large volumes of wastes which cannot be directly transported to recycling or disposal sites. These established sites need to be convenient as possible, provide for the separation of wastes for appropriate handling and should be closely supervised to prohibit mixing of waste materials.

Burning Flood Waste:

Only trees, limbs, stumps, other vegetative debris, and clean lumber/plywood can be burned without specific approval. Call your regulatory agency prior to burning any other materials.

Do not burn asbestos containing waste, tires, shingles, painted lumber, insulation, plastics, plastic sheeting, carpeting, draperies, linens, kitchenware, furniture, mattresses or household chemicals. These materials cause serious pollution and health effects if burned.

If debris is to be burned, take the following steps:

Call your local government to determine if a central burning location has been established. If so, use that location. If not, then coordinate the burn with the local fire department and the Forestry Commission.

Conduct the burning when the wind is blowing away from roadways, railroad tracks, airfields, and populated areas.

- Provide supervision on the burn site.
- Avoid exposure to the smoke.
- Please burn between 9 a.m. and 6 p.m. to achieve the best natural dispersion of smoke.

For Asbestos-Containing Waste:

Asbestos-containing waste, such as boiler/pipe insulation, fireproofing, floor tiles, asbestos roofing, transit boards:

Where possible, and especially for large projects, asbestos waste removal and disposal should be performed by licensed asbestos abatement contractors. When this is not possible, follow the following guidelines:

1. Keep all suspected asbestos-containing materials wet.
2. Collect and place wet asbestos in bags or covered, pre-lined (two or more layers of plastic) metal bodied trucks, commercial dumpsters, or containers.
3. Place asbestos warning labels on all bags and containers.
4. Transport waste in enclosed or covered vehicles to landfills.
5. For information on removal, disposal, or the location of approved landfills, contact your local regulatory agency.

SOLID WASTE HANDLING OF FLOOD DEBRIS

Contact your regulatory agency for specific requirements and regulations

WASTE CATEGORY	DISPOSAL OPTIONS
Household Chemical Waste Drums Tanks Barrels	If you find sealed drums, tanks, or barrels of unknown contents, call your local regulatory agency. To dispose of propane tanks, contact the nearest propane distributor. Serial numbers on tanks allow for identification of owners.
Household Hazardous Waste Home care products; i.e. cleaners, paints, etc.	Homeowners and workers should use caution when cleaning up household products in leaking or damaged containers. Wear rubber gloves and avoid breathing any fumes or dust. Avoid working around these products in confined or poorly ventilated areas. Disposal must be in permitted municipal solid waste landfills or wastes should be saved for household hazardous waste collection.
Household Garbage/Food Institutions (hospitals, schools) Food processing companies Households	All garbage and food wastes must be disposed of in municipal solid waste landfills.
Household furniture, bedding, mattresses, carpet, drapes, clothing, general household items.	This bulky type waste may be disposed of directly in permitted municipal solid waste landfills including construction/demolition landfills. Such wastes may be temporarily stockpiled and disposed of at a later date.
Appliances/Major Equipment Lawn mowers Washers/Dryers Bikes Refrigerators Heaters, Air Conditioners, Dishwashers, Hot Water Heaters	EPD will allow cities and counties to set up scrap metal collection centers for recycling and/or disposal in municipal solid waste landfills. Keep refrigerators, freezers, and air conditioners separate so that contractors can access these units for freon, mercury switches and capacitor removal.
Car batteries and other lead/acid battery types	These items can only be recycled. They should be separated and stored preferably on a concrete/asphalt pad until a recycler can handle them.
Demolition Waste Painted lumber, roofing shingles, asbestos materials (transite siding, shingles, insulation), plastics and other synthetic materials.	These materials should be properly disposed in a municipal or construction and demolition landfill.
Dead Animals	Small accumulations of dead animals should be buried on site as soon as possible to reduce public health hazards or odor problems. Large accumulations of dead animals will require special considerations. Call your local regulatory agency for more information on disposal of dead animals.
Tires	Tires, which wash up along with other flooding debris, are to be stockpiled by the local jurisdictions in designated collection centers. EPD may later contract to remove the collected tires for proper disposal or offer grants for clean up. Tires must not be burned or buried on site.
Wood/Vegetation Waste Trees Brush Limbs Clean lumber/plywood	Cities and counties are encouraged to establish designated collection centers. Disposal options are landfills or burning. If a central burning location is not established, individual burning is allowed.
Inert Waste Mud Concrete Broken asphalt Brick Sand bags	Disposal of these materials may be in designated inert waste landfills.

Household Chemicals and Hazardous Waste

- Homeowners returning to their homes after floodwaters recede may find products used to care for home and property that are damaged and unusable.
- Products labeled with words such as POISON, DANGER, WARNING or CAUTION contains hazardous chemicals. These wastes, commonly referred to as "household hazardous wastes", should be separated from other wastes before disposal.
- Use extreme caution when cleaning up household products in leaking or damaged containers. Wear rubber gloves and avoid breathing any fumes or dust. Do not work around these damaged products in confined or poorly ventilated areas.
- The U.S. Environmental Protection Agency is in the process of setting up local household hazardous waste collection sites to receive flood-damaged wastes. Use of these collection programs will ensure that wastes are disposed of in a safe and environmentally sound manner.
- Check with your local officials and use a household hazardous waste collection program if one is available in your area. If a collection program is not available, some of this waste may be disposed in a municipal solid waste landfill with the landfill operator's permission. For your own safety, do not burn these materials as they may produce toxic smoke.

Drums -----Tanks -----Barrels

- Most barrels that wash up in the flood are open – burn barrels, trash barrels, or dock barrels.
- There may be danger in sealed barrels, drums, or tanks with unknown contents. These should be handled by trained persons. If you find sealed drums, barrels, or tanks of unknown contents, call your local regulatory agency.
- If a propane tank is in flood debris, a company distributing gas may be able to identify the tank and return it to its proper location. Propane tanks have serial numbers that help to identify owners and locations.
- If propane tanks are found there is reason to believe they may be unsafe, contact the local emergency management coordinator or the state emergency management agency.

Restoring Drinking Water

If you are on a Community Water System

As long as adequate water pressure has been maintained through the flood, and the disinfections treatment system has been intact, you may only need to flush your water pipes.

Disinfection of Unsafe Drinking Water

The following procedures will destroy the usual bacteria and other microorganisms that may be present in water obtained from a contaminated public water supply system or from alternate emergency sources. IF YOUR WATER SYSTEM IS UNDER A "BOIL WATER NOTICE", YOU SHOULD CONTINUE TO BOIL YOUR WATER UNTIL YOU ARE NOTIFIED BY YOUR WATER UTILITY THAT THE WATER SYSTEM HAS BEEN RESTORED TO FULL OPERATION AND THAT THE MICROBIOLOGICAL QUALITY OF THE WATER IS SAFE FOR HUMAN CONSUMPTION.

HEAT DISINFECTION (boiling)

Boil the water for at least one minute after reaching a rolling boil.

CHEMICAL DISINFECTION

If boiling your water is not possible, consider chemically disinfecting your water. Follow the steps outlined below:

1. Strain water through a clean, tightly woven cloth into a clean container to remove any sediment or floating matter.
2. Purify the water with one of the following chemicals (choice of chemical is based on availability).
 - a. Hypochlorite solutions (PUREX, CLOROX or other household bleach).

Read the label to find the percent of available chlorine in the solution and determine the number of drops needed to disinfect each quart of water from the table below.

Available Chlorine	Drops of Bleach To add to each quart of clear water	Drops of Bleach To add to each quart of cloudy water
1%	10	20
4 to 6%	2	4
7 to 10%	1	2
If not known	10	20
Mix thoroughly by stirring or shaking water in container. Let stand for 30 minutes. A slight chlorine odor should be detectable in the water.		
If not, repeat the dosage and let stand an additional 15 minutes before using.		

- b. Iodine: Use USP tincture of iodine; iodine from the medicine cabinet should be suitable. Add two to three drops to each quart of clear water (or eight to ten drops to each quart of cloudy water). Mix and let water stand for 30 minutes before using.

WATER STORAGE

Water purified by boiling should be stored in clean, non-corrosive, tightly covered containers. Containers suitable for water storage include empty vinegar bottles, soft drink jugs and plastic milk containers that have been thoroughly washed and rinsed with purified water. Freezing does not disinfect water; ice cubes must be made from water that is properly disinfected.

FLUSHING HOME WATER LINES

- A. The best and easiest way to begin flushing your water lines is to use a garden hose and wash off your patio or driveway for half an hour.
- B. Water pipes in homes that have been submerged in water may be extremely dirty. Clean the exterior of pipes and faucets with regular household cleaner. Briefly run hot and cold water at all faucets to remove dirt that may have settled just inside the faucets. Next, squirt a 50 percent water, 50 percent household bleach solution into the faucets. Then flush ALL water pipes as described in Step C below.
- C. Sequentially flush out all water pipes inside the house. Begin at the faucet nearest the point where the water line enters the house. This is usually the sink nearest the water meter. Turn on both hot and cold faucets at full blast for three to five minutes. **IF AFTER THIS AMOUNT OF TIME YOUR WATER DOES NOT BECOME CLEAR, DO NOT USE IT FOR CONSUMPTION.** (You may wish to catch water in buckets if you are concerned about overloading your septic tank.)

IF YOU HAVE A PRIVATE WELL

Wells that are totally filled with mud or have suffered extensive damage will need major repairs. You will need to contact a State licensed water well contractor. A list of licensed water well contractors can be obtained from your State contractor licensing board.

A licensed water well contractor can clean out wells that are only partially damaged or partially filled with mud. A pump installer can also do the job, but only after electric power has been restored to your area. The water well contractor or pump installer can also determine if other repairs are necessary.

Wells that are undamaged should be disinfected following the procedures listed below. If muddy water is present, contact your licensed water well contractor or a pump installer for use and start-up procedures to protect your pump.

PRIVATE WELL EMERGENCY DISINFECTION PROCEDURES

1. Pump well until water is clear. Use this water to clean outdoor facilities. Do not allow it into the house plumbing.
2. When water is clear, wash down the inside of the well casing and pump again until the water is clear.
3. Drop 2 cups of chlorine tablets or pour 2 gallons of liquid bleach into the top of the well. Let well sit for 2 hours. For more specific information, call your health department.
4. Pump chlorinated water through all household water lines until there is a noticeable chlorine odor at taps. If chlorine odor is not detected, add additional chlorine until you smell it.
5. Wash down interior and exterior of well with chlorinated water using a hose.
6. Let chlorinated water stand in the well and in pipes for 24 hours.
7. Run water until chlorine smell is no longer detectable.
8. Have water tested for bacteria. Any water for temporary use should be boiled for 1 minute until you receive a satisfactory bacteria test.

CAUTION: Use caution when working on your well to avoid electrical shock from wiring and pump.

LABORATORIES FOR TESTING PRIVATE WELLS

A network of water quality laboratories should be established to perform bacteriological tests for private well owners in flooded areas. Arrangements for the collection of samples should be made through county sanitarians.

Private well owners in the flooded areas should first contact their county health department. The county health department will collect a sample and send it to a cooperating laboratory. The laboratories will notify the county health department on the results.

WATER POLLUTION

CONTAMINATED SURFACE WATER

- Contact with floodwaters should be kept to a minimum. Flooded rivers and streams are contaminated with sewage, animal wastes, and other harmful contaminants.
- Stay out of floodwaters, do not swim, wade, tube, or have other recreational contact.
- Avoid recreational boating on rivers and streams in flood stage. Rapidly flowing floodwaters can contain unpredictable currents and eddies and can conceal submerged or moving objects that can damage a boat.
- If contact with floodwaters is unavoidable, shower or bathe with antibacterial soap afterward.
- If you are injured while working floodwaters, contact your doctor to see if you need a tetanus shot.
- After floodwaters recede, wash flooded buildings with clean water and biodegradable detergent. Thoroughly check and clean all natural gas, electric, drinking water, and sewage disposal systems prior to returning to service. Outdoor areas should be washed with clean water.
- Floodwaters trapped behind levees or pooled in low areas may be released or pumped back to the adjacent river or stream without special permission or permits. Use care to avoid damage or harm to neighbors.
- If you suspect floodwaters may be contaminated with petroleum products or other chemicals, contact your local emergency management agency.

Septic Tank Failures

Many septic tank systems at individual properties have been flooded. Most of these systems will remain inoperable until the floodwaters recede and the ground dries out somewhat. Some of these systems may be so damaged that repairs will be required before they will work.

One big problem with a septic tank that doesn't work is the release of untreated sewage onto the top of the ground or into stagnant pools left behind by the flood. The pooled sewage from these tanks can be a significant health hazard. The other big problem is the backup of sewage into the building; caused by a blockage that results from the damaged tank system or piping, or the fact that the system is full of water which cannot drain into saturated ground.

Underground Storage Tanks (UST)

A. A UST Contact Center should be established for handling calls concerning UST problems in the flood impacted areas.

B. Because of the potential for releases of gasoline or diesel fuel from damages sustained from flooding, the following steps should be taken to return impacted UST Systems to operation. These steps will help to avoid future liabilities.

1. Visual Observation: Check for obvious indications of released gasoline or diesel or damage to the UST System.

2. Document all findings and maintain records of visual observations and any gasoline or diesel loss indicated through inventory records. For example, if the UST previously contained 6,000 gallons of gasoline and subsequent visual observations indicate the UST is now filled with water, detailed information should be maintained. This information will be critical for submitting request for assistance.

3. Utilize an approved precision tightness test employing overfill or vacuum test methods for evaluating the integrity of the tanks and piping prior to returning them to service. This is recommended because of future liabilities that may occur in the event that problems are not corrected at this point.

Your state may have a program to provide assistance in scheduling and conducting approved UST System tests.

Financial assistance for the required system testing in flood-impacted areas may be available through your state regulatory agency.

Assistance for Facilities with EPD Permits

Local officials are encouraged to rely upon the knowledge and expertise of their own staff. Operations specialists and engineering staff should be available for on-site consultation and advice. Contact the state regional offices if services in your area cannot respond to your needs regarding drying and overhauling motors; repairing electrical components; and repair of treatment plants, water distribution and sewage collection systems.

WASTEWATER TREATMENT PLANTS

State regulatory agency review and approval should not be required of proposed emergency measures to return sewage collection or treatment facilities to service or to replace identical parts or components to sewage collection or treatment facilities.

State regulatory agency review and approval should be required for facilities that are repaired or rebuilt to a design different from the previous facility for new facilities.

State regulatory agency review and approval should not be required for restoring power supply, including raising electrical service and equipment to a higher elevation. The repair of washed-out stream crossings, repairing or replacing existing water mains, and repairing or replacing water distribution systems will be considered maintenance. Repair of flooded water supply wells and water treatment plants using identical parts and components should not require review and approval.

Other improvements such as raising portions of the water treatment plants, water supply wells or backwash discharge lines will require review and approval by your state regulatory agency.

TRAPPED OR PONDED FLOOD WATERS

Flood waters trapped behind levees or ponded in low-lying areas may be pumped or released back to the adjacent river or stream without obtaining a discharge permit from EPD. If there is reason to believe that the trapped flood waters is contaminated with agricultural fertilizers or pesticides, petroleum, products or other chemical contaminants, contact your state regulatory agency.

Contact your state regulatory agency for approvals of new landfills or expansions. Inert landfills and transfer stations do not need site specific approval. An inert landfill can accept mud, concrete, broken asphalt, brick, and sandbags.

Information for Operators of Public Water Systems
Contact your State Primacy Agency to ensure regulatory compliance

BOIL WATER NOTICE

In order to protect the public from a potential health hazard caused by the flooding of public water utilities, all citizens that have experienced water outages or low water pressures are advised to "boil" all water prior to use for drinking, cooking, or preparing baby food. The water should be boiled for at least one minute after reaching a rolling boil. Citizens should continue to boil their water until they are notified by their water utility that the water system has been restored to full operation, and that the microbiological quality of the water in the distribution system is safe for human consumption.

This public advisory should be issued to all customers connected to those public water systems that experienced water outages or low water pressures. The boil water notice can be issued by using radio and TV, by newspaper and/or by hand delivery, and should remain in effect until acceptable corrective measures are taken and the microbiological quality of the water has been monitored to ensure it is safe to drink.

PUBLIC WATER SUPPLY WELLS

1. Wells that are destroyed, totally filled with mud, or suffered extensive damage should be plugged because they may cause further damage to the ground water supply. If you want to have the same well re-drilled, you must contact a licensed well driller. For further technical advice or for a list of licensed well drillers, contact your state regulatory agency.
2. Wells that are partially damaged or partially filled with mud can be cleaned out, repaired and disinfected by a licensed well contractor. For any technical assistance or for a list of licensed water well contractors, contact your state regulatory agency.
3. Wells that are undamaged should be disinfected following the procedure below. If muddy water is present, contact a licensed water well contractor for use and start-up procedures. Should you have any questions or need a list of licensed water well contractors, contact your state regulatory agency.
4. Make sure the water disinfection system (chlorination equipment) is functional and is operating when the well is running.
5. Repair or replace damaged water lines in the distribution system. Flush all the distribution lines until the water is clear. Disinfect the distribution lines with a strong chlorine solution, as needed, so that after a 24 hour holding period in the main there will be a free chlorine residual of not less than 10 parts per million. After 24 hours, discharge the chlorinated water from the pipes to waste, and replace it with fresh water until the free available chlorine residual is not greater than 2 parts per million in the mains.
6. Make sure the water storage tank is structurally safe and functional. Drain it to waste and disinfect it, as deemed necessary.
7. Collect representative water samples from the distribution system and the storage tank for microbiological analysis. Acceptable results must be obtained. If not, water lines and/or the water storage tank must be re-disinfected and re-tested until acceptable results are obtained.
8. Make sure traceable amounts of free available chlorine residuals are present throughout the distribution system. Verify this with field tests.
9. Expedite the rehabilitation of flooded or damaged equipment. However, do not overlook the need to fully attend to the rehabilitation (such as re-packing bearings) to avoid repeated equipment failure.

WATER SUPPLY WELL DISINFECTION

A. USE CAUTION WHEN WORKING ON THE WELL TO AVOID ELECTRICAL SHOCK FROM THE PUMP.

B. Pump well until water is clear.

C. If well is undamaged, introduce and mix disinfectant, such as chlorine, through the entire water column. In most cases, disinfectants that are poured from the top of the well will not reach the entire water column.

For best results, the pump should be pulled, contaminated water should be removed from the well, proper quantities of disinfectant should be thoroughly mixed and surged within the well; and the mixture pumped to waste. Proper contact time must be allowed between the contamination and the disinfectants.

If contaminated water has flowed into the well and entered the aquifer, a single application of disinfectants may not be enough. In these cases, water may be pumped from the well to waste for one to three days to evacuate the well and in adjacent aquifer sediments before introducing disinfectants.

D. Introduce a prepared chlorine solution into the well in sufficient quantity to produce a minimum of chlorine residual of fifty (50) parts per million in six (6) hours after such an application.

E. Disinfect the well pump and pumping equipment with a strong chlorine solution prior to being placed into service.

F. Let the chlorinated water stand in the well and the pipes for 24 hours.

G. Pump the well to waste until no trace of chlorine (chlorine smell) is detectable.

H. Collect water samples at the wellhead and have them tested for coliform bacteria by a division approved laboratory. If water fails bacteria test, re-disinfect the well. EPD will assist in testing.

I. Before placing the well into service as a drinking water source, acceptable microbiological water quality results must be obtained.

OPERATORS OF PUBLIC WATER SYSTEMS

QUICK REFERENCE (to prepare Chlorine Solution)

A. Use the following number of ounces of chlorine compounds of a given available chlorine content (generally marked on the outside of the can or package) required to provide a concentration of 50 parts per million in 1000 gallons of water:

100% liquid chlorine	6.7 oz.
15% chlorine compound	44.7 oz.
25% chlorine compound	26.7 oz.
30% chlorine compound	22.3 oz.
70% chlorine compound	9.6 oz.

B. Use the following amounts of chlorine compounds required to dose 100 foot water-filled well at 50 mg/l

Well Casing Diameter	Volume per 100 feet of Water Depth 100%	Amount of Chemical Compound		
		Calcium Hypochlorite 65%	Sodium Hypochlorite	Liquid Chlorine
4	65.28	0.7 oz.	3.5 fl. oz.	0.03 lb.
6	146.9	1.5 oz.	7.8 fl. oz.	0.06 lb.
8	261.1	2.7 oz.	13.9 fl. oz.	0.11 lb.
10	408.0	4.2 oz.	1.4 pt.	0.17 lb.

This information material is provided as background knowledge and information. Systems should ensure compliance with proper state regulations by contacting appropriate authorities.

Dealing with the Media: Some Tips

PLAN AHEAD

Media relations start before a disaster occurs. Take steps to familiarize yourself with your local media representative on an ongoing basis. The best way to do this is for your water or wastewater systems to be active in various public relations programs. Regular press releases and articles on routine operations not only keep the public informed on your system, but serve to open a dialogue between you and the various local news organizations. Before a disaster strikes, you should know them and they should know you.

WHEN DISASTER STRIKES

If a disaster occurs, the press will be on the scene relatively quickly. Make preparations before meeting the media. Check your facts and organize the information you plan to release prior to your interview.

AVAILABILITY

Don't hide from the media. The public has a right to know the situation. Take a pro-active approach and establish your association as the spokesperson for your member systems, help keep the pressure off the system where possible. Schedule a meeting with the media at the first reasonable time and at a location you choose. Familiar surroundings can ease the situation for you. After your initial report, schedule regular updates. Adapt these to your schedule, not the reporter's.

ACCURACY

This is extremely important. Be sure of your facts and give only the facts. Don't be drawn into expounding on your present story or speculating on situations where you have no confirmed information. Avoid ad-libbing. Be brief and to the point. If injuries are involved, numbers are okay, but avoid specifically naming the injured parties.

RESPONSIBILITY

If the crisis situation is your responsibility, say so. If not, the same rule applies.

MONITOR

If practical, monitor the finished news report whether electronic or in print. Make sure the facts are presented as reported and immediately take steps to correct the record if inaccuracies are noted. Misinformation can be more damaging than no information.

ALDEA FARMWAY
AUTORIDAD DE VIVIENDAS DE LA CIUDAD DE CALDWELL
REGLAS, REGULACIONES DE ADMINISTRACION
Y CONDICIONES DEL CONTRATO

La Autoridad de Viviendas de la Ciudad de Caldwell maneja y mantiene el Proyecto de Viviendas Aldea Farmway con el propósito de proveer hogares decentes, seguras y sanitas para los trabajadores domésticos agrícolas y sus familias.

Reglas y Regulaciones. Todos los Inquilinos recibirán una copia de las Reglas y Regulaciones del proyecto antes que firme el Inquilino el convenio de alquiler. Al firmar el convenio el Inquilino concuerda en obedecer estas reglas. El Encargado puede cambiar las Reglas y Regulaciones solamente después de haber dado al Inquilino notificación por escrito treinta (30) días de antemano y una oportunidad para ofrecer sus comentarios o sugerencias. Por Regulaciones Federales, todas las reglas tienen que ser aprobadas por el FmHA y no se puede cambiar mas que una vez al año a menos que haya una emergencia. Una violación de dichas Reglas y Regulaciones constituye falta a los términos de este contrato y puede ser considerado base para desalquilar.

I. Elegibilidad

- A. Empleo.** Inquilinos del Proyecto de Viviendas tienen que ser elegibles según la definición de las normas de la Administración de Viviendas Agrícolas (FmHA Directiva 1944-D). Esta Directiva declara que un Inquilino elegible tiene que ser un trabajador doméstico agrícola. Una persona que recibe la mayor parte o considerable de sus ingresos al trabajar en labor agrícola (que no sea el ranchero mismo) en los Estados Unidos, las Islas Virgenes, o Puerto Rico y sea un ciudadano de los Estados Unidos, o reside en los Estados Unidos, Puerto Rico, o las Islas Virgenes después de ser admitido legalmente para residencia permanente. Esta definición puede incluir los miembros de la familia inmediata de tales personas.
- B. Labor Agrícola.** Instrucción de FmHA 1944-D además define Labor Agrícola como sigue: Con respeto a la subparte, labor agrícola incluye servicios conectados con el cultivar la tierra, crear o cosechar cualquier producto de la agricultura o cultivación acuática; juntar, enredar, manejar o plantar, secar, empacar, revisar, almacenar, o preservar en su estado no fabricado cualquier producto agrícola o acuático; o entregar a la bodega, mercado, o transportadores que llevan al mercado o plantas de fabricación cualquier producto agrícola o acuático.
- C. Elegibilidad Económica.** Sera la responsabilidad del Inquilino a suministrar a la Administración con confirmación del empleo que sea exacta y que se pueda verificar y información que documente la cantidad de ingresos que se proyecta ganar la casa del Inquilino. Cierta cantidad de viviendas para alquilar de Farmway Village serán elegibles para pagos de Asistencia de Renta que reducirán la cantidad de renta que tiene que pagar el Inquilino. Es la responsabilidad del Inquilino a suministrar al proyecto de viviendas con documentación que verifica su elegibilidad. Elegibilidad de las persona(s) antedichas para ocupar la unidad se determina por medio de la información provista por el Inquilino al Encargado en cuanto a edad, ingresos o tamaño de familia. Se requiere que el Inquilino notifique al Encargado de cualquier cambios en ingresos ajustados o tamaño de la familia.
- D. Cuidado Propio.** Para ser elegible, los Inquilinos tienen que ser capaces de cuidarse a si mismo como se requiere en las regulaciones del FmHA.
- E. Ingresos Máximos.** Las regulaciones de FmHA requiere que, si los ingresos ajustados de familia exceden la máxima cantidad permitida como se define periódicamente por la Farmers Home Administration para Idaho, el Inquilino ya no sera elegible para ocupancia en el proyecto, y puede ser que le digan que se vaya dentro de 30 días o cuando este contrato termine, lo que suceda mas tarde.
- F. Empleo.** El Inquilino está de acuerdo si los ingresos domésticos (de familia) dejan de ser substancialmente de trabajo agrícola por razones aparte de incapacidad o jubilación, el Inquilino pronto desocupara la vivienda despues de dar notificación apropiada al dueño.
- G. Visitas (Huésped).** Cualquier persona que se quede en la vivienda sin ser alistado en el contrato será considerado como huésped. La vivienda debe ser usada nada más como una vivienda privada del Inquilino y no debe ser sub-rentada o recoger huéspedes. Si un huésped se queda mas de catorce (14) días en un período de cuarenta y cinco (45) días, los ingresos de ese huésped serán considerados en recalcular la continuación de renta del Inquilino, pero no sera recalculada si dicho huésped reside en la vivienda para atender al Inquilino durante una enfermedad o recuperación de un accidente o lesión.

II. Renta.

- A. Tecnas de Pagos.** La renta es pagada por adelantado el primer día de cada mes en la oficina de la Autoridad de Viviendas durante las horas regulares de negocio. Pagos hechos por cheques o giros deben hacerlos a la Autoridad de Viviendas de Caldwell.
- B. Suplemento de Renta.** El arrendador ha entrado en un contrato con FmHA, que provee que la FmHA pagará una porción de la renta en nombre de un Inquilino que califique conforme a la Rectificación de la Acta de Viviendas de los Estados Unidos de 1937.
- C. Aumento de Renta.** La FmHA puede permitir un aumento en renta basica y mercado, debida a aumentos en costos. El arrendador le notificara al Inquilino por lo menos treinta (30) días antes que el aumento de renta sea efectivo, conforme a la Regulación de FmHA, 7 CFR 1930 Exhibit C-2.
- D. Contribución del Inquilino (Asistencia de Renta solamente).** Contribución del Inquilino es la porción de renta que es pagada por el Inquilino.
- E. Cambios de la Contribución del Inquilino.** La contribución del Inquilino puede ser aumentada o bajada por cambios de ingresos de la familia o nombres y edades de personas que viven en la vivienda. Como resultado de estos cambios, la contribución mensual del Inquilino puede ser tan alta como la renta basica a menos que estos cambios y cantidades sean aprobados por FmHA.
- E. Presentar Informe de Cambios.** El Inquilino debe inmediatamente informar al Encargado de cualquier cambio permanente en los ingresos totales mensuales del Inquilino y familia o del numero y edades de personas en la vivienda. Si el Inquilino recibe ayuda (subsidio de renta) a la que el/ella no tenga derecho, el Inquilino puede ser requerido a pagar estas cantidades.
- G. Ocupancia Permanente.** Si el Inquilino está ausente de la Vivienda por mas de sesenta (60) días consecutivos por razones otras que no sean de salud o emergencia, la contribución del Inquilino sera aumentada a la renta básica por mes por el período de dicha ausencia excediendo sesenta (60) días. Despues de dichos sesenta (60) de ausencia, el Encargado puede suspender la asistencia del Inquilino o asignarle a otro Inquilino elegible el local. El encargado no garantiza que el Inquilino vuelva a ocupar la vivienda cuando el/ella regrese. Si dicha ausencia continua mas all de sesenta (60) días, el Encargado puede dar término a este contrato.

- H. **Terminación de Asistencia de Renta.** El Inquilino debe entender que se hará todo esfuerzo para proveer asistencia de renta mientras que el Inquilino siga siendo elegible y el Convenio de Asistencia de Renta entre el Encargado y la FmHA siga en efecto. Pero, si esta asistencia fuera terminada, el Inquilino puede hacer arreglos para terminar este contrato, dando aviso apropiado como está sentado en otro lado de este contrato.
- I. **Recertificación.** El Encargado calculará de nuevo la Contribución y Elegibilidad del Inquilino una vez por año, o antes si algunos de los cambios anotados arrib ocurren. El Inquilino proveerá al encargado con una verificación de ingresos satisfactorio para el y otros ocupantes de la vivienda.
- J. **Representación Falsa.** Si el Inquilino representa en falso datos en los cuales determinaciones de Contribución de Inquilino y elegibilidad son basadas, el Inquilino deberá de pagar todos los subsidios de renta al cual el Inquilino no tenía derecho. Falsa representación de datos usados para determinar la elegibilidad del Inquilino puede ser considerado material incumplido de este contrato.
- K. **Ajuste de Lista.** Cualquier ajuste en la Contribución del Inquilino causados por cambios en ingresos de familia, o en el número y edades de personas en la vivienda, tomara efecto en la fecha siguiente que se venza la renta.
- L. **Cargos Atrasados.** El Encargado puede imponer cargos atrasados si la renta incluyendo la Contribución del Inquilino es pagada diez (10) días tarde. El cargo por el pago atrasado es hasta \$10.00. No se impondrán cargos atrasados donde el Inquilino establezca que su cheque de welfare (salud y bienestar) está retrasado.
- M. **Subención de Utilidades.** Si el Inquilino recibe asistencia de renta, contribución mensual total del Inquilino, incluyendo utilidades, sera determinado a segun la última forma FmHA Form 1944-B adjunto a esto. Si el Inquilino paga parte o todas las utilidades directo (no incluyendo teléfono o cable) una suvención de utilidades será reducido de su pago mensual para la Contribución de Inquilino y utilidades. Si la Contribución mensual neta del Inquilino fuera menos de cero, el Encargado pagará el exceso al Inquilino.

III. Tamaño de la Vivienda.

- A. **Tamaño de la Familia.** El tamaño de la vivienda es determinada por el número de personas o ocupantes como provee las regulaciones de FmHA.
- B. **Cambios en número de familia.** Si el tamaño de familia aumenta, el Inquilino puede pedir una vivienda mas grande, si está disponible. Si disminuye, el Encargado puede requerir al Inquilino a moverse a una vivienda mas pequeña si hay una disponible.

IV. Deberes del Inquilino.

- A. **Utilidades.** El Inquilino esta de acuerdo a pagar por el servicio eléctrico. El costo de basura, aguas residuales, y el agua pura serán pagados por el Encargado. El Inquilino no debe mal gastar las utilidades pagadas por el arrendador.
- B. **Limpeza.** El Inquilino esta de acuerdo a mantener su vivienda limpia todo el tiempo. El Inquilino será responsable de cualquier violación de los códigos de salud y seguridad causados por el Inquilino o otra persona bajo el control del Inquilino.
- C. **Seguridad.** El Inquilino no usará la vivienda por ningún propósito considerado peligroso para la salud o seguridad, de personas o propiedad.
- D. **Basura.** El Inquilino debe deshacerse de la basura regularmente en manera sanitaria. El Encargado provee facilidades para disponer de la basura de la casa y desechos. Es la responsabilidad del Inquilino asegurarse que la basura este puesta en el recipiente de la basura apropiadamente. Toda basura debe ser envuelta en una bolsa de plastico amarrada para eliminar problemas con malos olores y insectos. El Inquilino no debe permitir a niños que no alcansen el recipiente de basura a tirar la basura
- E. **Uso de Propiedad.** El Inquilino debe usar la propiedad del proyecto apropiadamente, incluyendo calentadores, plomería, artefactos electrodomésticos, y cualquier otros articulos. El Inquilino no debe dañar o mover nada de la propiedad del Arrendador o permitir que otra persona lo haga. El Inquilino debe pagar por cualquier daño causado por el Inquilino, familia del Inquilino o cualquier persona(s) invitada por el Inquilino a la propiedad del proyecto.
- F. **Molestia.** El Inquilino no debe hacer nada que interfiera con el derecho de otros Inquilinos, de tener un lugar, seguro, saludable, y confortable para vivir, y que no perturbe el tranquilo placer de sus viviendas.
- G. **Instalaciones.** El Inquilino no debe unir nada al edificio de su vivienda, no construir cercas, sin una previa aprobación y por escrita del Encargado; la previa aprobación no será negada irrazonablemente. El Inquilino debera quitar dichos artículos cuando se vaya el Inquilino, sin causar daños a la propiedad del Arrendador, a menos que el Arrendador permita que se queden.
- H. **Cambios.** El Inquilino no debe cambiar, pintar, de ninguna manera cambiar la propiedad, incluyendo cerraduras de puertas, instalaciones de cerraduras adicionales sin la previa aprobación por escrito del Encargado, previa aprobación por escrito no será negada irrazonablemente.
- I. **Animalitos.** El Inquilino no debe tener animalitos, con excepción que el Inquilino puede tener un animalito que vea y oiga como sea necesitado para dicho Inquilino.
- J. **Vehículos.** Se les proporcionará estacionamiento para dos (2) vehículos. El espacio será limitado para carros de pasajeros y trocas de tamaño normal. Todo vehículo adicional debe ser estacionado en areas designadas por la administración. Todo vehículo propiedad de los Inquilinos deben ser registrados en la oficina. Los Inquilinos no deben usar los espacios de estacionar como area para reparación de sus vehículos. Los Inquilinos deben usar areas designadas por la Administración para reparaciones con la aprobación de la Administración. Carros que no sean operables o carros inservibles, no serán permitidos en los estacionamientos. A los Inquilinos se les dará la oportunidad de mover sus vehiculos inoperables o la Administración los moverá al costo del Inquilino.
- K. **Patios.** Los patios no se usaran como areas de almacen. Solamente muebles de patio y parrillas de barbacoa y bicicletas pueden estar almacenados en los patios.
- L. **Mantenimiento General.** El Encargado reservá el derecho de limpiar las areas que el Inquilino es responsable de mantener. Se les mandara una factura por estos servicios a los Inquilinos. Si el Inquilino por su parte falla en mantener limpia su area que es su responsabilidad, entonces se puede considerar motivo para su expulsión
- M. **Costos.** El Inquilino re-embolsará al Encargado cualquier costo incurrido como resultado de violaciones de parte del Inquilino de cualquier obligacion en esta Seccion 9.
- N. **Excepciones.** Si el Encargado concede un permiso especial o falla a imponer estas deberes encontra de algunos Inquilinos, esto no quiere decir que el Inquilino no esté ligado por ellos. Si el Inquilino tiene un problema o preocupación, favor de discutirlo con el Encargado.

V. Obligaciones del Arrendamiento. En adición a otras obligaciones en este contrato, el Encargado está de acuerdo a lo siguiente:

- A. Mantenimiento.** Mantener la vivienda del edificio y las áreas de la comunidad en una condición decente, segura, y sanitaria, y cumplir con todos los códigos locales y Regulaciones Federales que sean aplicables.
- B. Infestaciones (Plagas)** Exterminar insectos, rodentes y otros animales, sin embargo, cualquier insecto o animal que son causados por el Inquilino, deberán ser exterminados a costo del Inquilino.
- C. Cerraduras, Candados.** Proveer candados adecuados y darles llaves inicialmente al Inquilino.
- D. Basura.** Proveer y mantener recipientes para basura en áreas comunes, y hacer arreglos para levantar regularmente la basura.
- E. Reglas.** Darle al Inquilino copias de Reglas y Regulaciones de la vivienda, procedimientos de Quejas de Inquilino, o cálculos de rentas del Inquilino al ser solicitados.
- E. Responsabilidad.** El Encargado puede ser responsable por fallo de mantener la vivienda de acuerdo con el Parafo A de esta sección.

VI. Inspecciones de Viviendas.

- A. Pre-ocupancia.** Antes que un Inquilino se mueva a una vivienda, tanto el Inquilino como el Encargado deben inspeccionar la vivienda del Inquilino para defectos o otros daños. El Inquilino y el Encargado entonces llenaran y firmaran un Reporte de Inspección de Vivienda; tanto el Inquilino como el Encargado recibirán copias. Al firmar el reporte de Inspección de la Vivienda, el Inquilino está de acuerdo que el está satisfecho con la condición de la vivienda y que el Encargado no será requerido a volver a pintar, o emplastar o hacer algún otro trabajo, con excepción de los artículos especificados en el reporte. Si la necesidad surge después de dicho trabajo en esta tenencia, sin culpa del Inquilino, el Encargado está obligado a hacer dicho trabajo.
- B. Terminación.** Cuando el Inquilino desocupa la vivienda, el Inquilino y el Encargado inspeccionaran la vivienda, llenará y firmará una Inspección de Vivienda por segunda vez. Es la obligación del Inquilino dejar la vivienda en buena condición como la recibió, con excepción del desgaste normal. Este segundo reporte evalúa si acaso el Inquilino ha dañado, no ha limpiado la vivienda, y cualquier dinero rebajado del Depósito de Seguridad del Inquilino será basado en ese reporte. En caso que el Inquilino de terminación a este convenio sin una inspección, el Encargado hará la inspección y le avisará al Inquilino de cualquier cargos que deberan ser rebajados del deposito en acuerdo con el Artículo VII de este convenio.
- C. Inspecciones Adicionales.** El Encargado puede entrar a la vivienda del Inquilino a horas razonables, para inspecciones, reparaciones, probables Inquilinos, probables compradores, y otras personas autorizadas, con el previo consentimiento del Inquilino. El Inquilino no debe ser irrazonable y negar el permiso. El Encargado no tiene que dar aviso previo cuando ocurra una emergencia o cuando el Inquilino abandona la vivienda. Cuando el Encargado entra en una emergencia durante la ausencia del Inquilino, el Encargado debe dejar un aviso por escrito por la razón de la entrada y identificar la persona(s) que entraron.

VII. Seguridad/Depósito de Daños.

- A. Cantidad.** El Inquilino debe pagar un Depósito de Seguridad de \$150.00. Si el Inquilino es elegible para la Asistencia de Renta y enseña que el Inquilino no puede pagar todo el Depósito de Seguridad, el Encargado hará un programa de pagos mensuales razonables en acuerdo con las regulaciones del FmHA.
- B. Donde se Guarda.** El Depósito de Seguridad será puesto por el Encargado en una cuenta de confianza en el Banco West One, cual dirección es Caldwell, Idaho.
- C. Obligación del Inquilino.** Cuando el Inquilino deje la vivienda, el Encargado puede retener una porción o todo el depósito para los siguientes gastos:
 - 1. Cualquier renta que deba el Inquilino será rebajada
 - 2. Cualquier llave que no sea entregada resultará en rebajarle \$1.00,.
 - 3. Cualquier costo sufrido a causa que el Inquilino no haya dejado la vivienda razonablemente limpia, por daños causados a la vivienda sin contar el desgaste normal, o por muebles y equipo perdido serán pagados por el Inquilino. Determinación de dicho costo serán basado en la revisión de los dos (2) reportes de Inspección. Si la vivienda no está limpia, el costo de limpieza será rebajado.
- D. Re-embolsos.** El Inquilino debe proveer al Arrendador con una dirección para envío futuro de correo para que el Encargado le envíe su Depósito de Seguridad. El Encargado le devolverá el depósito dentro de 30 días, y le mandará una declaración total especificando motivos porque retuvo parte o todo el depósito y una lista de los artículos y su costo. Si el Inquilino no provee al Encargado con una dirección futura, el Encargado mandará el depósito y/o le declarará a la última dirección que el Inquilino tenía.
- E. Costos Adicionales.** El Encargado tiene el derecho de demandar al Inquilino en una corte del estado para recobrar renta que se debe o cargos atrasados, también el costo de limpieza, reparaciones o reemplazos en exceso del Depósito de Seguridad, si el Encargado archiva la demanda, o si la corte determina que el Encargado tiene derecho, el Inquilino puede ser requerido también a pagar los costos de la corte y abogado.

VIII. Reparaciones.

- A. Responsabilidad del Inquilino.** El Inquilino debe pagar el costo de reparaciones por cualquier daño causado por el Inquilino, o un miembro de la casa, un huésped o animalito que pertenezca al Inquilino, familia o huésped del Inquilino.
- B. Responsabilidad del Encargado.** El Encargado es responsable por las demás reparaciones, incluyendo artículos que se quiebren a causa de defectos o viejos. El Inquilino está de acuerdo a avisar al Encargado, por escrito, de dichas reparaciones.
- C. Emergencia.** En caso de una emergencia, el Inquilino puede causar que las reparaciones sean hecha antes de avisarle al Encargado. El Encargado hará reparaciones por fallo de calefacción, agua o condiciones donde pueda peligrar su vida dentro de veinte-cuatro (24) horas de recibir el aviso, si es posible. El Encargado restablecerá agua caliente o electricidad dentro de cuarenta-ocho (48) horas, si es posible. Una lista de costos actuales de casi todos los artículos, como ventanas, telas, cerraduras de puertas, etc. están disponibles en la oficina. Los demás reparaciones que son las responsabilidad del Encargado serán hechas dentro de 30 días.
- D. Seguridad y Vida.** Si el Inquilino daña algo que pelagra la salud o seguridad de otros Inquilinos, y si falla en repararlo, el Encargado puede darle al Inquilino un aviso por escrito especificando cuales son las reparaciones que debe hacer. Si las reparaciones no se hacen dentro de treinta

(30) días, o antes y si una emergencia existe (ejemplo: peligro de fuego), el Encargado puede entrar a la vivienda del Inquilino, hacer reparaciones necesarias y mandarle la factura al Inquilino. El Inquilino debe pagar la factura el siguiente vencimiento de renta, a menos que el Encargado este de acuerdo por escrito a otros arreglos de pago.

- E. **Reparaciones Generales.** Si los artículos dañados por el Inquilino no peligran la salud y seguridad de otros Inquilinos, el Inquilino debe, sin embargo, hacer reparaciones necesarias. Si el Inquilino falla en esto, el Encargado puede hacer reparaciones necesarias y cobrarle al Inquilino en la manera descrita en el párrafo anterior.

IX. Terminación de Contrato.

- A. **Terminación por Inquilino.** El Inquilino puede dar por terminado este contrato por lo menos treinta (30) días por escrito.
- B. **Terminación por el Encargado.** El Inquilino está de acuerdo que este contrato puede ser terminado por el Encargado, al dar aviso de acuerdo con las estatutos del Estado y Regulaciones de FmHA, cuando cualquier acción o conducta del Inquilino afecta adversamente la salud y seguridad de cualquier Inquilino o interfiera con el derecho de cualquier Inquilino al tranquilo gozo del local o interrupción de la vivencia del proyecto.
1. El Inquilino también está de acuerdo que el Encargado puede terminar este contrato por falta de pago de renta cuando sea entregado al Inquilino un aviso por escrito de tres (3) días para pagar o abandonar el local como está provisto por la ley de Idaho.
 2. Este contrato puede ser terminado por el Encargado a cualquier tiempo dando aviso por escrito no menos de siete (7) días antes de la terminación, por buena causa, tal como daños serios o repetidos al local, creación de peligros físicos. Buena causa incluye ganancias de familia del Inquilino de mas ingresos de los que son permitidos por las regulaciones. Vencimiento de este contrato no será buena causa. El aviso claramente declarará las razones por la terminación, que el Inquilino tiene siete (7) días para remediar la violación y la fecha para cuando el Inquilino debe mudarse fuera de la vivienda si el/ella fallan en remediar la violación.
 3. El Inquilino está de acuerdo a re-embolsar al Encargado por cualquier costo incurrido en enviar, cualquier aviso requerido bajo los terminos del Párrafo 16 y si el Inquilino es culpable y se niega a desocupar el local, el Encargado puede archivar una demanda de desalojo contra el Inquilino en la corte del estado y si el Encargado prevalece en dicha demanda, el Juez puede ordenar al Inquilino a pagar todos los gastos y costos de la demanda, incluyendo costos razonables de abogado.
- X. **Procedimiento de Quejas y Apelaciones.** Si el Inquilino cree que el Encargado no ha actuado de acuerdo con el convenio de este contrato, regulaciones del FmHA, y ordenanzas locales y del estado, el Inquilino le avisará dentro de diez (10) días de lo ocurrido. Esto empieza el proceso de la queja bajo los procedimientos de Quejas y Apelaciones de Inquilino de la Administración de Casas De Rancheros. El Encargado proveerá una copia de estos procedimientos al Inquilino si el Inquilino los solicita. Una copia será puesta en la oficina de rentas del proyecto. Si es posible, el Encargado tratará de resolver las diferencias.
- XI. **Abandono.** Si la propiedad es abandonada, el encargado dispondrá de ella como sea conveniente, sin ninguna responsabilidad del Encargado al Inquilino.
- XII. **No-Discriminación.** El Encargado cumplirá con las provisiones de no-discriminación del Título VI de las Actas de los Derechos Civiles de 1964. Ninguna persona se le negará alquiler ni de ninguna manera se discriminará contra por causa de raza, color, nacionalidad de origen, religión, sexo, edad, estado civil, físico o incapacidad mental, o cualquier otra clasificación arbitraria. Cualquier queja de discriminación debe ser dirigida al secretario de Agricultura, o a la oficina de Oportunidades Iguales, U.S.D.A.
- XIII. **Costos Legales.** Cualquier acción legal que sea resultado de este contrato y/o por ocupancia del Inquilino de la vivienda, la corte puede requerir al partido perdedor a pagar costos y también costos de abogados del partido vencedor.
- XIV. **Vivienda Inhabitable.** Si la propiedad se vuelve inhabitable por razones de incendio u otros desastres naturales, el dueño o el Inquilino tiene derecho a terminar este contrato. En tal caso que el dueño decida a reparar o rehabilitar la vivienda o edificio, dicha reparación o rehabilitación debe ocurrir en un tiempo razonable.
- XV. **Claúsula de Firma.** Tanto el Encargado, sus sucesores y asignados, y el Inquilino, sus herederos, sucesores, y asignados, certifican que son legalmente capaces, han leído este contrato, y están de acuerdo a estar ligados por sus provisiones.

Inquilino

Fecha

Encargado

Fecha

V. Obligaciones del Arrendamiento. En adición a otras obligaciones en este contrato, el Encargado está de acuerdo a lo siguiente:

- A. **Mantenimiento.** Mantener la vivienda del edificio y las áreas de la comunidad en una condición decente, segura, y sanitaria, y cumplir con todos los códigos locales y Regulaciones Federales que sean aplicables.
- B. **Infestaciones (Plagas).** Exterminar insectos, roedores y otros animales, sin embargo, cualquier insecto o animal que son causados por el Inquilino, deberán ser exterminados a costo del Inquilino.
- C. **Cerraduras, Candados.** Proveer candados adecuados y darles llaves inicialmente al Inquilino.
- D. **Basura.** Proveer y mantener recipientes para basura en áreas comunes, y hacer arreglos para levantar regularmente la basura.
- E. **Reglas.** Darle al Inquilino copias de Reglas y Regulaciones de la vivienda, procedimientos de Quejas de Inquilino, o cálculos de rentas del Inquilino al ser solicitados.
- E. **Responsabilidad.** El Encargado puede ser responsable por fallo de mantener la vivienda de acuerdo con el Parafo A de esta sección.

VI. Inspecciones de Viviendas.

- A. **Pre-ocupancia.** Antes que un Inquilino se mueva a una vivienda, tanto el Inquilino como el Encargado deben inspeccionar la vivienda del Inquilino para defectos o otros daños. El Inquilino y el Encargado entonces llenaran y firmaran un Reporte de Inspección de Vivienda; tanto el Inquilino como el Encargado recibirán copias. Al firmar el reporte de Inspección de la Vivienda, el Inquilino está de acuerdo que el está satisfecho con la condición de la vivienda y que el Encargado no será requerido a volver a pintar, o emplastar o hacer algun otro trabajo, con excepcion de los artículos especificados en el reporte. Si la necesidad surge después de dicho trabajo en esta tenencia, sin culpa del Inquilino, el Encargado está obligado a hacer dicho trabajo.
- B. **Terminación.** Cuando el Inquilino desocupa la vivienda, el Inquilino y el Encargado inspeccionaran la vivienda, llenará y firmará una Inspección de Vivienda por segunda vez. Es la obligación del Inquilino dejar la vivienda en buena condición como la recibo, con excepción del desgaste normal. Este segundo reporte evalúa si acaso el Inquilino ha dañado, no ha limpiado la vivienda, y cualquier dinero rebajado del Depósito de Seguridad del Inquilino será basado en ese reporte. En caso que el Inquilino de terminación a este convenio sin una inspección, el Encargado hara la inspección y le avisara al Inquilino de cualquier cargos que deberan ser rebajados del deposito en acuerdo con el Artículo VII de este convenio.
- C. **Inspecciones Adicionales.** El Encargado puede entrar a la vivienda del Inquilino a horas razonables, para inspecciones, reparaciones, probables Inquilinos, probables compradores, y otras personas autorizadas, con el previo consentimiento del Inquilino. El Inquilino no debe ser irrazonable y negar el permiso. El Encargado no tiene que dar aviso previo cuando ocurra una emergencia o cuando el Inquilino abandona la vivienda. Cuando el Encargado entra en una emergencia durante la ausencia del Inquilino, el Encargado debe dejar un aviso por escrito por la razón de la entrada y identificar la persona(s) que entraron.

VII. Seguridad/Depósito de Daños.

- A. **Cantidad.** El Inquilino debe pagar un Depósito de Seguridad de \$150.00. Si el Inquilino es elegible para la Asistencia de Renta y enseña que el Inquilino no puede pagar todo el Depósito de Seguridad, el Encargado hara un programa de pagos mensuales razonables en acuerdo con las regulaciones del FmHA.
- B. **Donde se Guarda.** El Depósito de Seguridad será puesto por el Encargado en una cuenta de confianza en el Banco West One, cual dirección es Caldwell, Idaho.
- C. **Obligación del Inquilino.** Cuando el Inquilino deje la vivienda, el Encargado puede retener una porción o todo el depósito para los siguientes gastos:
 - 1. Cualquier renta que deba el Inquilino será rebajada.
 - 2. Cualquier llave que no sea entregada resultará en rebajarle \$1.00;
 - 3. Cualquier costo sufrido a causa que el Inquilino no haya dejado la vivienda razonablemente limpia, por daños causados a la vivienda sin contar el desgaste normal, o por muebles y equipo perdido seran pagados por el Inquilino. Determinación de dicho costo serán basado en la revisión de los dos (2) reportes de Inspección. Si la vivienda no está limpia, el costo de limpieza sera rebajado.
- D. **Re-embofsos.** El Inquilino debe proveer al Arrendador con una dirección para envio futuro de correo para que el Encargado le envíe su Depósito de Seguridad. El Encargado le devolverá el deposito dentro de 30 dias, y le mandará una declaración total especificando motivos porque retuvo parte o todo el depósito y una lista de los artículos y su costo. Si el Inquilino no provee al Encargado con un dirección futura, el Encargado mandara el deposito y/o le declaración a la última dirección que el Inquilino tenia.
- E. **Costos Adicionales.** El Encargado tiene el derecho de demandar al Inquilino en una corte del estado para recobrar renta que se debe o cargos atrasados, tambien el costo de limpieza, reparaciones o reemplazos en exceso del Depósito de Seguridad, si el Encargado archiva la demanda, o si la corte determina que el Encargado tiene derecho, el Inquilino puede ser requerido tambien a pagar los costos de la corte y abogado.

VIII. Reparaciones.

- A. **Responsabilidad del Inquilino.** El Inquilino debe pagar el costo de reparaciones por cualquier daño causado por el Inquilino, o un miembro de la casa, un hñesped o animalito que pertenezca al Inquilino, familia o hñesped del Inquilino.
- B. **Responsabilidad del Encargado.** El Encargado es responsable por las demás reparaciones, incluyendo artículos que se quiebran a causa de defectos o viejos. El Inquilino está de acuerdo a avisar al Encargado, por escrito, de dichas reparaciones.
- C. **Emergencia.** En caso de una emergencia, el Inquilino puede causar que las reparaciones sean hecha antes de avisarle al Encargado. El Encargado hara reparaciones por fallo de calefacción, agua o condiciones donde pueda peligrar su vida dentro de veinte-cuatro (24) horas de recibir el aviso, si es posible. El Encargado restablecerá agua caliente o electricidad dentro de cuarenta-ocho (48) horas, si es posible. Una lista de costos actuales de casi todos los artículos, como ventanas, telas, cerraduras de puertas, etc. estan disponibles en la oficina. Los demas reparaciones que son las responsabilidad del Encargado serán hechas dentro de 30 dias.
- D. **Seguridad y Vida.** Si el Inquilino daña algo que pelagra la salud o seguridad de otros Inquilinos, y si falla en repararlo, el Encargado puede darle al Inquilino un aviso por escrito especificando cuales son las reparaciones que debe hacer. Si las reparaciones no se hacen dentro de treinta

(30) días, o antes y si una emergencia existe (ejemplo: peligro de fuego), el Encargado puede entrar a la vivienda del Inquilino, hacer reparaciones necesarias y mandarle la factura al Inquilino. El Inquilino debe pagar la factura el siguiente vencimiento de renta, a menos que el Encargado este de acuerdo por escrito a otros arreglos de pago.

- E. **Reparaciones Generales.** Si los artículos dañados por el Inquilino no peligran la salud y seguridad de otros Inquilinos, el Inquilino debe, sin embargo, hacer reparaciones necesarias. Si el Inquilino falla en esto, el Encargado puede hacer reparaciones necesarias y cobrarle al Inquilino en la manera descrita en el párrafo anterior.

IX. Terminación de Contrato.

- A. **Terminación por Inquilino.** El Inquilino puede dar por terminado este contrato por lo menos treinta (30) días por escrito.
- B. **Terminación por el Encargado.** El Inquilino está de acuerdo que este contrato puede ser terminado por el Encargado, al dar aviso de acuerdo con las estatutos del Estado y Regulaciones de FmHA, cuando cualquier acción o conducta del Inquilino afecta adversamente la salud y seguridad de cualquier Inquilino o interfiere con el derecho de cualquier Inquilino al tranquilo gozo del local o interrupción de la vivencia del proyecto.
1. El Inquilino también está de acuerdo que el Encargado puede terminar este contrato por falta de pago de renta cuando sea entregado al Inquilino un aviso por escrito de tres (3) días para pagar o abandonar el local como está provisto por la ley de Idaho.
 2. Este contrato puede ser terminado por el Encargado a cualquier tiempo dando aviso por escrito no menos de siete (7) días antes de la terminación, por buena causa, tal como daños serios o repetidos al local, creación de peligros físicos. Buena causa incluye ganancias de familia del Inquilino de mas ingresos de los que son permitidos por las regulaciones. Vencimiento de este contrato no será buena causa. El aviso claramente declarará las razones por la terminación, que el Inquilino tiene siete (7) días para remediar la violación y la fecha para cuando el Inquilino debe mudarse fuera de la vivienda si el/ella fallan en remediar la violación.
 3. El Inquilino esta de acuerdo a re-embolsar al Encargado por cualquier costo incurrido en enviar, cualquier aviso requerido bajo los terminos del Parrafo 16 y si el Inquilino es culpable y se niega a desocupar el local, el Encargado puede archivar una demanda de desalojo contra el Inquilino en la corte del estado y si el Encargado prevalece en dicha demanda, el Juez puede ordenar al Inquilino a pagar todos los gastos y costos de la demanda, incluyendo costos razonables de abogado.
- X. **Procedimiento de Quejas y Apelaciones.** Si el Inquilino cree que el Encargado no ha actuado de acuerdo con el convenio de este contrato, regulaciones del FmHA, y ordenanzas locales y del estado, el Inquilino le avisará dentro de diez (10) días de lo ocurrido. Esto empieza el proceso de la queja bajo los procedimientos de Quejas y Apelaciones de Inquilino de la Administración de Casas De Rancheros. El Encargado proveerá una copia de estos procedimientos al Inquilino si el Inquilino los solicita. Una copia será puesta en la oficina de rentas del proyecto. Si es posible, el Encargado tratará de resolver las diferencias.
- XI. **Abandono.** Si la propiedad es abandonada, el encargado dispondrá de ella como sea conveniente, sin ninguna responsabilidad del Encargado al Inquilino.
- XII. **No-Discriminación.** El Encargado cumplirá con las provisiones de no-discriminación del Título VI de las Actas de los Derechos Civiles de 1964. Ninguna persona se le negará alquiler ni de ninguna manera se discriminara contra por causa de raza, color, nacionalidad de origen, religión, sexo, edad, estado civil, físico o incapacidad mental, o cualquier otra clasificación arbitraria. Cualquier queja de discriminación debe ser dirigida al secretario de Agricultura, o a la oficina de Oportunidades Iguales, U.S.D.A.
- XIII. **Costos Legales.** Cualquier acción legal que sea resultado de este contrato y/o por ocupancia del Inquilino de la vivienda, la corte puede requerir al partido perdedor a pagar costos y también costos de abogados del partido vencedor.
- XIV. **Vivienda Inhabitable.** Si la propiedad se vuelve inhabitable por razones de incendio u otros desastres naturales, el dueño o el Inquilino tiene derecho a terminar este contrato. En tal caso que el dueño decida a reparar o rehabilitar la vivienda o edificio, dicha reparación o rehabilitación debe ocurrir en un tiempo razonable.
- XV. **Claúsula de Firma.** Tanto el Encargado, sus sucesores y asignados, y el Inquilino, sus herederos, sucesores, y asignados, certifican que son legalmente capaces, han leído este contrato, y están de acuerdo a estar ligados por sus provisiones.

Inquilino

Fecha

Encargado

Fecha

ALDEA FARMWAY
AUTORIDAD DE VIVIENDAS DE LA CIUDAD DE CALDWELL
REGLAS, REGULACIONES DE ADMINISTRACION
Y CONDICIONES DEL CONTRATO

La Autoridad de Viviendas de la Ciudad de Caldwell maneja y mantiene el Proyecto de Viviendas Aldea Farmway con el propósito de proveer hogares decentes, seguras y sanitarias para los trabajadores domésticos agrícolas y sus familias.

Reglas y Regulaciones. Todos los Inquilinos recibirán una copia de las Reglas y Regulaciones del proyecto antes que firme el Inquilino el convenio de alquiler. Al firmar el convenio el Inquilino concuerda en obedecer estas reglas. El Encargado puede cambiar las Reglas y Regulaciones solamente después de haber dado al Inquilino notificación por escrito treinta (30) días de antemano y una oportunidad para ofrecer sus comentarios o sugerencias. Por Regulaciones Federales, todas las reglas tienen que ser aprobadas por el FmHA y no se puede cambiar mas que una vez al año a menos que haya una emergencia. Una violación de dichas Reglas y Regulaciones constituye falta a los términos de este contrato y puede ser considerado base para desalquilar.

I. Elegibilidad

- A. **Empleo.** Inquilinos del Proyecto de Viviendas tienen que ser elegibles según la definición de las normas de la Administración de Viviendas Agrícolas (FmHA Directiva 1944-D). Esta Directiva declara que un Inquilino elegible tiene que ser un trabajador doméstico agrícola. Una persona que recibe la mayor parte/o considerable de sus ingresos al trabajar en labor agrícola (que no sea el ranchero mismo) en los Estados Unidos, las Islas Vírgenes, o Puerto Rico y sea un ciudadano de los Estados Unidos, or reside en los Estados Unidos, Puerto Rico, o las Islas Vírgenes después de ser admitido legalmente para residencia permanente. Esta definición puede incluir los miembros de la familia inmediata de tales personas.
- B. **Labor Agrícola.** Instrucción de FmHA 1944-D además define Labor Agrícola como sigue: Con respeto a la subparte, labor agrícola incluye servicios conectados con el cultivar la tierra, crear o cosechar cualquier producto de la agricultura o cultivación acuática; juntar, enredar, manejar o plantar, secar, empacar, revisar, almacenar, o preservar en su estado no fabricado cualquier producto agrícola o acuático; o entregar a la bodega, mercado, o transportadores que llevan al mercado o plantas de fabricación cualquier producto agrícola o acuático.
- C. **Elegibilidad Económica.** Será la responsabilidad del Inquilino a suministrar a la Administración con confirmación del empleo que sea exacta y que se pueda verificar y información que documente la cantidad de ingresos que se proyecta ganar la casa del Inquilino. Cierta cantidad de viviendas para alquilar de Farmway Village serán elegibles para pagos de Asistencia de Renta que reducirán la cantidad de renta que tiene que pagar el Inquilino. Es la responsabilidad del Inquilino a suministrar al proyecto de viviendas con documentación que verifique su elegibilidad. Elegibilidad de las persona(s) antedichas para ocupar la unidad se determina por medio de la información provista por el Inquilino al Encargado en cuanto a edad, ingresos o tamaño de familia. Se requiere que el Inquilino notifique al Encargado de cualquier cambios en ingresos ajustados o tamaño de la familia.
- D. **Cuidado Propio.** Para ser elegible, los Inquilinos tienen que ser capaces de cuidarse a si mismo como se requiere en las regulaciones del FmHA.
- E. **Ingresos Máximos.** Las regulaciones de FmHA requiere que, si los ingresos ajustados de familia exceden la máxima cantidad permitida como se define periódicamente por la Farmers Home Administration para Idaho, el Inquilino ya no será elegible para ocupancia en el proyecto, y puede ser que le digan que se vaya dentro de 30 días o cuando este contrato termine, lo que suceda mas tarde.
- F. **Empleo.** El Inquilino está de acuerdo si los ingresos domésticos (de familia) dejan de ser substancialmente de trabajo agrícola por razones aparte de incapacidad o jubilación, el Inquilino pronto desocupara la vivienda después de dar notificación apropiada al dueño.
- G. **Visitas (Huésped).** Cualquier persona que se quede en la vivienda sin ser alistado en el contrato será considerado como huésped. La vivienda debe ser usada nada mas como una vivienda privada del Inquilino y no debe ser sub-rentada o recoger huéspedes. Si un huésped se queda mas de catorce (14) días en un período de cuarenta y cinco (45) días, los ingresos de ese huésped serán considerados en recalcular la continuación de renta del Inquilino, pero no será recalculada si dicho huésped reside en la vivienda para atender al Inquilino durante una enfermedad o recuperación de un accidente o lesión.

II. Renta.

- A. **Fechas de Pagos.** La renta es pagada por adelantado el primer día de cada mes en la oficina de la Autoridad de Viviendas durante las horas regulares de negocio. Pagos hechos por cheques o giros deben hacerlos a la Autoridad de Viviendas de Caldwell.
- B. **Suplemento de Renta.** El arrendador ha entrado en un contrato con FmHA, que provee que la FmHA pagará una porción de la renta en nombre de un Inquilino que califique conforme a la Rectificación de la Acta de Viviendas de los Estados Unidos de 1937.
- C. **Aumento de Renta.** La FmHA puede permitir un aumento en renta basica y mercado, debida a aumentos en costos. El arrendador le notificara al Inquilino por lo menos treinta (30) días antes que el aumento de renta sea efectivo, conforme a la Regulación de FmHA, 7 CFR 1930 Exhibit C-2.
- D. **Contribución del Inquilino (Asistencia de Renta solamente).** Contribución del Inquilino es la porción de renta que es pagada por el Inquilino.
- E. **Cambios de la Contribución del Inquilino.** La contribución del Inquilino puede ser aumentada o bajada por cambios de ingresos de la familia o nombres y edades de personas que viven en la vivienda. Como resultado de estos cambios, la contribución mensual del Inquilino puede ser tan alta como la renta basica a menos que estos cambios y cantidades sean aprobados por FmHA.
- F. **Presentar Informe de Cambios.** El Inquilino debe inmediatamente informar al Encargado de cualquier cambio permanente en los ingresos totales mensuales del Inquilino y familia o del numero y edades de personas en la vivienda. Si el Inquilino recibe ayuda (subsidio de renta) a la que el/ella no tenga derecho, el Inquilino puede ser requerido a pagar estas cantidades.
- G. **Ocupancia Permanente.** Si el Inquilino está ausente de la Vivienda por mas de sesenta (60) días consecutivos por razones otras que no sean de salud o emergencia, la contribución del Inquilino será aumentada a la renta básica por mes por el período de dicha ausencia excediendo sesenta (60) días. Después de dichos sesenta (60) de ausencia, el Encargado puede suspender la asistencia del Inquilino o asignarle a otro Inquilino elegible el local. El encargado no garantiza que el Inquilino vuelva a ocupar la vivienda cuando el/ella regrese. Si dicha ausencia continua mas all de sesenta (60) días, el Encargado puede dar término a este contrato.

- H. **Terminación de Asistencia de Renta.** El Inquilino debe entender que se hará todo esfuerzo para proveer asistencia de renta mientras que el Inquilino siga siendo elegible y el Convenio de Asistencia de Renta entre el Encargado y la FmHA siga en efecto. Pero, si esta asistencia fuera terminada, el Inquilino puede hacer arreglos para terminar este contrato, dando aviso apropiado como está sentado en otro lado de este contrato.
- I. **Recertificación.** El Encargado calculará de nuevo la Contribución y Elegibilidad del Inquilino una vez por año, o antes si algunos de los cambios anotados arriba ocurren. El Inquilino proveerá al encargado con una verificación de ingresos satisfactorio para el y otros ocupantes de la vivienda.
- J. **Representación Falsa.** Si el Inquilino representa en falso datos en los cuales determinaciones de Contribución de Inquilino y elegibilidad son basadas, el Inquilino deberá de pagar todos los subsidios de renta al cual el Inquilino no tenía derecho. Falsa representación de datos usados para determinar la elegibilidad del Inquilino puede ser considerado material incumplido de este contrato.
- K. **Ajuste de Lista.** Cualquier ajuste en la Contribución del Inquilino causados por cambios en ingresos de familia, o en el número y edades de personas en la vivienda, tomara efecto en la fecha siguiente que se venza la renta.
- L. **Cargos Atrasados.** El Encargado puede imponer cargos atrasados si la renta incluyendo la Contribución del Inquilino es pagada diez (10) días tarde. El cargo por el pago atrasado es hasta \$10.00. No se impondrán cargos atrasados donde el Inquilino establezca que su cheque de welfare (salud y bienestar) está retrasado.
- M. **Subención de Utilidades.** Si el Inquilino recibe asistencia de renta, contribución mensual total del Inquilino, incluyendo utilidades, será determinado a según la última forma FmHA Form 1944-B adjunto a esto. Si el Inquilino paga parte o todas las utilidades directo (no incluyendo teléfono o cable) una subvención de utilidades será reducido de su pago mensual para la Contribución de Inquilino y utilidades. Si la Contribución mensual neta del Inquilino fuera menos de cero, el Encargado pagará el exceso al Inquilino.

III. Tamaño de la Vivienda.

- A. **Tamaño de la Familia.** El tamaño de la vivienda es determinada por el número de personas o ocupantes como provee las regulaciones de FmHA.
- B. **Cambios en número de familia.** Si el tamaño de familia aumenta, el Inquilino puede pedir una vivienda mas grande, si está disponible. Si disminuye, el Encargado puede requerir al Inquilino a moverse a una vivienda mas pequeña si hay una disponible.

IV. Deberes del Inquilino.

- A. **Utilidades.** El Inquilino esta de acuerdo a pagar por el servicio eléctrico. El costo de basura, aguas residuales, y el agua pura serán pagados por el Encargado. El Inquilino no debe mal gastar las utilidades pagadas por el arrendador.
- B. **Limpieza.** El Inquilino esta de acuerdo a mantener su vivienda limpia todo el tiempo. El Inquilino será responsable de cualquier violación de los códigos de salud y seguridad causados por el Inquilino o otra persona bajo el control del Inquilino.
- C. **Seguridad.** El Inquilino no usará la vivienda por ningún propósito considerado peligroso para la salud o seguridad, de personas o propiedad.
- D. **Basura.** El Inquilino debe deshacerse de la basura regularmente en manera sanitaria. El Encargado provee facilidades para disponer de la basura de la casa y desechos. Es la responsabilidad del Inquilino asegurarse que la basura este puesta en el recipiente de la basura apropiadamente. Toda basura debe ser envuelta en una bolsa de plastico amarrada para eliminar problemas con malos olores y insectos. El Inquilino no debe permitir a niños que no alcansen el recipiente de basura a tirar la basura.
- E. **Uso de Propiedad.** El Inquilino debe usar la propiedad del proyecto apropiadamente, incluyendo calentadores, plomeria, artefactos electrodomésticos, y cualquier otros articulos. El Inquilino no debe dañar o mover nada de la propiedad del Arrendador o permitir que otra persona lo haga. El Inquilino debe pagar por cualquier daño causado por el Inquilino, familia del Inquilino o cualquier persona(s) invitada por el Inquilino a la propiedad del proyecto.
- E. **Molestia.** El Inquilino no debe hacer nada que interfiera con el derecho de otros Inquilinos, de tener un lugar, seguro, saludable, y confortable para vivir, y que no perturbe el tranquilo placer de sus viviendas.
- G. **Instalaciones.** El Inquilino no debe unir nada al , edificio de su vivienda, no construir cercas, sin una previa aprobación y por escrita del Encargado; la previa aprobación no será negada irrazonablemente. El Inquilino debera quitar dichos artículos cuando se vaya el Inquilino, sin causar daños a la propiedad del Arrendador, a menos que el Arrendador permita que se queden.
- H. **Cambios.** El Inquilino no debe cambiar, pintar, de ninguna manera cambiar la propiedad, incluyendo cerraduras de puertas, instalaciones de cerraduras adicionales sin la previa aprobación por escrito del Encargado, previa aprobación por escrito no será negada irrazonablemente.
- I. **Animalitos.** El Inquilino no debe tener animalitos, con excepción que el Inquilino puede tener un animalito que vea y oiga como sea necesitado para dicho Inquilino.
- J. **Vehículos.** Se les proporcionará estacionamiento para dos (2) vehículos. El espacio será limitado para carros de pasajeros y trocas de tamaño normal. Todo vehículo adicional debe ser estacionado en areas designadas por la administración. Todo vehículo propiedad de los Inquilinos deben ser registrados en la oficina. Los Inquilinos no deben usar los espacios de estacionar como area para reparación de sus vehículos. Los Inquilinos deben usar areas designadas por la Administración para reparaciones con la aprobación de la Administración. Carros que no sean operables o carros inservibles, no serán permitidos en los estacionamientos. A los Inquilinos se les dará la oportunidad de mover sus vehiculos inoperables o la Administración los moverá al costo del Inquilino.
- K. **Patios.** Los patios no se usaran como areas de almacen. Solamente muebles de patio y parrillas de barbacoa y bicicletas pueden estar almacenados en los patios.
- L. **Mantenimiento General.** El Encargado reservá el derecho de limpiar las areas que el Inquilino es responsable de mantener. Se les mandara una factura por estos servicios a los Inquilinos. Si el Inquilino por su parte falla en mantener limpia su area que es su responsabilidad, entonces se puede considerar motivo para su expulsión.
- M. **Costos.** El Inquilino re-embolsará al Encargado cualquier costo incurrido como resultado de violaciones de parte del Inquilino de cualquier obligacion en esta Sección 9.
- N. **Excepciones.** Si el Encargado concede un permiso especial o falla a imponer estas deberes encontra de algunos Inquilinos, esto no quiere decir que el Inquilino no esté ligado por ellos. Si el Inquilino tiene un problema o preocupación, favor de discutirlo con el Encargado.

V. Lendlord's Duties. In addition to other duties in this lease, Landlord agrees to do the following:

- A. Maintenance.** Maintain the unit building and the community areas in a decent, safe, and sanitary condition, and to abide by all local codes and applicable Federal Regulations.
- B. Infestation.** Exterminate insects, rodents, and other pests, provided however, any insects or pests which are caused by Tenant shall be exterminated at Tenant's expense.
- C. Locks.** Provide adequate locks and furnish initial key(s) to Tenant.
- D. Garbage.** Provide and maintain garbage receptacles in common areas, and arrange for the regular removal of trash.
- E. Rules.** Give Tenant copies of unit rules and regulations, the tenant grievance procedure, or tenant's rent calculations upon request.
- F. Liability.** Landlord may be liable for failure to maintain the unit building in accordance with the Paragraph A. of this section.

VI. Unit Inspections.

- A. Pre-occupancy.** Before Tenant moves in, both Tenant and Landlord will inspect Tenant's unit for defects and other damage. Tenant and Landlord will then complete and sign a Unit Inspection Report; Tenant and Landlord will each receive copies. By signing the Unit Inspection Report, Tenant agrees that Tenant is satisfied with the condition of the unit and that Landlord will not be required to repaint, re-plaster, or perform any other work, except for those items specified on the report. If the need for such work arises later in the tenancy, through no fault of Tenant, the Landlord is obligated to perform such work.
- B. Termination.** When Tenant leaves the unit, Tenant and Landlord will inspect the unit and complete and sign a second Unit Inspection Report. It is Tenant's duty to leave the unit in as good a condition as received, normal wear and tear excepted. This second report will assess whether Tenant has damaged or failed to clean the unit, and any withholding of money from Tenant's security deposit will be based on this report. In the event Tenant terminates the lease agreement without an inspection, Landlord will make the inspection and will notify Tenant of any charges which are to be deducted from the deposit in accordance with item VII of this agreement.
- C. Additional Inspections.** Landlord may enter Tenant's unit, at reasonable times, for inspections, repairs, or to show the unit to prospective tenants, prospective purchasers, or other authorized persons, with Tenant's prior consent. Tenant may not unreasonably withhold permission. Landlord does not have to give prior notice when an emergency exists or when Tenant abandons the unit. When Landlord enters on an emergency basis during Tenant's absence, Landlord shall leave written notice stating the reason for entry and identifying the person(s) entering.

VII. Security/Damage Deposit.

- A. Amount.** Tenant must pay a security deposit of \$150.00. If Tenant is eligible for Rental Assistance and shows that Tenant cannot afford to pay all of the security deposit, Landlord will work out a reasonable monthly payment program in accordance with FmHA regulations.
- B. Where Kept.** Tenant's Security Deposit will be placed by Landlord in a trust account at WEST ONE BANK, whose address is Caldwell, Idaho.
- C. Tenant Duties.** When Tenant leaves the unit, Landlord may retain a portion or all of the security deposit for the following expenses:
 - 1. Any rent Tenant owes will be deducted;
 - 2. Any key not returned will result in \$1.00 being deducted;
 - 3. Any cost incurred because of Tenant's failure to leave unit reasonably clean, because of damage to the unit other than normal wear and tear, or because of missing or lost furnishings or equipment will be paid by tenant. Determination of such cost will be based on a review of the two Unit Inspection Reports. If the unit is not cleaned, the cost of cleaning will be deducted;
- D. Refunds.** Tenant must provide Landlord with a forwarding address so that Landlord can return the security deposit. Landlord will return the deposit within 30 days, or send a full statement specifying grounds for retaining any or all of the deposit along with a listing of items and their cost. If Tenant does not give Landlord a forwarding address, Landlord will send the deposit and/or statement to Tenant's last known address.
- E. Additional Costs.** Landlord has the right to sue Tenant in state court to recover any rent not paid, and late charges, along with the cost of cleaning, repairs or replacements in excess of the security deposit. If Landlord files suite, and if the court determines Landlord is right, Tenant may also be required to pay court costs and attorney fees. If Tenant sues to recover security deposit wrongly withheld and prevails, Landlord may be required to pay court costs and attorney fees.

VIII. Repairs.

- A. Tenant's Responsibility.** Tenant must pay the cost of repair for anything damaged by Tenant, a member of Tenant's household, a guest of Tenant or any pet owned by Tenant, Tenant's family or guest.
- B. Landlord's Responsibility.** Landlord is responsible for all other repairs, including those items which break down because of old age or defect. Tenant agrees to notify Landlord, in writing, about such needed repairs.
- C. Emergency.** In an emergency, Tenant may cause repairs to be made before notifying Landlord. Landlord will repair loss of heat, water, or a life threatening condition within 24 hours of receiving notice, if possible. Landlord will restore hot water or electricity within 48 hours, if possible. An up-to-date cost list of most items, such as windows, screen, door latches or knobs, etc., is available at the office. Most other repairs which are Landlord's responsibility will be performed within 30 days.
- D. Life and Safety.** If Tenant damages something which endangers the health or safety of other tenants, and fails to repair it, Landlord may serve Tenant with written notice specifying what repairs are to be made. If the repairs are not made within 30 days, or sooner if an emergency exists (example: fire hazard), Landlord may enter Tenant's unit, make necessary repairs, and bill Tenant. Tenant must pay this bill on the rent due date, unless Landlord agrees in writing to other terms of payment.

E. **General Repairs.** If the items damaged by Tenant do not endanger the health or safety of other tenants, Tenant must nevertheless make necessary repairs. If Tenant fails to do so, Landlord may make the necessary repairs and charge Tenant in the manner described in the preceding paragraph.

IX. Termination of Lease.

A. **Termination by Tenant.** Tenant may terminate this lease by giving Landlord at least thirty (30) days written notice.

B. **Termination by Landlord.** Tenant agrees that this lease may be terminated by Landlord, upon notification in accordance with Idaho State Statutes and FmHA regulations, when any action or conduct of the Tenant adversely affects the health or safety of any tenant or interferes with the right of any Tenant to the quiet enjoyment of the premises or has disrupted the livability of the project.

1. Tenant further agrees that the Landlord may terminate this lease for non-payment of rent upon giving Tenant three (3) days written notice to pay the rent or quit the premises as provided by Idaho law.
2. This lease may be terminated by Landlord at any time by the giving of written notice, not less than seven (7) days prior to termination, for good cause, such as serious or repeated damage to the premises, creation of physical hazards. Good cause includes earnings of Tenant's household of more income than permitted by regulations. Expiration of this lease shall not be good cause. The notice shall clearly state the reasons for the termination, that Tenant has seven (7) days to cure the violation and the date by which Tenant must move out of the unit if he/she fails to cure.
3. Tenant agrees to reimburse Landlord for any costs incurred in serving any notice required under the terms of the Paragraph 16 and if Tenant is in default and refuses to vacate the premises, Landlord may file an eviction suit against Tenant in state court and if Landlord prevails in such suit, the Judge may order Tenant to pay all court costs and expenses of suit, including reasonable attorney's fees.

X. **Tenant's Grievance and Appeal Procedure.** If Tenant believes that Landlord has not acted in accordance with this lease agreement, FmHA Regulations, or state and local ordinances, Tenant shall notify Landlord within ten (10) days of the occurrence. This begins the grievance process under the Farmers Home Administration's Tenant Grievance and Appeal Procedures. Landlord shall provide a copy of these procedures to Tenant if Tenant requests them. A copy shall be posted in project rental office. If at all possible Landlord will try to informally resolve out differences.

XI. **Abandonment.** Abandoned property may be disposed of by Landlord as it sees fit, without any liability incurred therefor by Landlord to the Tenant.

XII. **Nondiscrimination.** Landlord shall comply with the nondiscrimination provisions in Title VI of the Civil Rights Acts of 1964. No person shall be refused Tenancy or otherwise discriminated against because of race, color, national origin, religion, sex, age, marital status, physical or mental handicap, or any other arbitrary classification. Any discrimination complaints should be directed to the Secretary of Agriculture or to the Office of Equal Opportunity, U.S.D.A.

XIII. **Legal Costs.** In any legal action between Landlord and Tenant arising out of this lease and/or Tenant's occupation of the unit, the court may require the losing party to pay costs and attorney fees to the prevailing party.

XIV. **Uninhabitable Dwelling.** Should the property become uninhabitable because of fire or other natural disaster, the owner or the Tenant has the right to terminate the lease. Should the owner choose to repair or rehabilitate the unit or building, such repair or rehabilitation must occur with a reasonable time.

XV. **Signature Clause.** Both the Landlord, its successors and assigns, and Tenant, his heirs, successors and assigns, certify that they are legally capable, have read this lease, and agree to be bound by its provisions.

Tenant _____ Date _____

Landlord _____ Date _____

FARMWAY VILLAGE HOUSING AUTHORITY OF THE CITY OF CALDWELL MANAGEMENT RULES, REGULATIONS AND LEASE CONDITIONS

The Housing Authority of the City of Caldwell operates and maintains the Farmway Village Housing Project for the purpose of providing decent, safe and sanitary housing for domestic farm laborers and their families.

Rules and Regulations. All Tenants will receive a copy of project Rules and Regulations before the Tenant signs a lease agreement. By signing the lease the Tenant agrees to abide by these rules. The Landlord may change the Rules and Regulations, but only after giving the Tenant thirty (30) days written notice and an opportunity to offer comments and suggestions. By Federal Regulations, all rules must be approved by FmHA and may not be changed more than once a year unless there is an emergency. A violation of said Rules and Regulations shall constitute a default under the terms of this lease and can be considered cause for eviction.

I. ELIGIBILITY.

- A. **Employment Status.** Tenants of the housing project must be eligible as defined by the Farmers Home Administration guidelines (FmHA Instruction 1944-D). This instruction states that an eligible tenant must be a "domestic farm laborer. A person who receives a substantial portion of his or her income performing farm labor employment (not self-employed) in the United States, Puerto Rico, or the Virgin Islands either is a citizen of the United State, or resides in the United States, Puerto Rico, or the Virgin Islands, after being legally admitted for permanent residence. This definition may include the immediate family members residing of such a persons."
- B. **Farm labor.** FmHA Instruction 1944-D further defines Farm Labor as follows: "For purposes of this sub-part, farm labor includes services in connection with cultivating the soil, raising or harvesting any agriculture or aquaculture commodity; or in catching netting, handling, planting, drying, packing, grading, storing, or preserving in its unmanufactured state any agriculture or aquaculture commodity; or delivering to storage, market, or a carrier for transportation to market or to processing any agricultural or aquacultural commodity."
- C. **Income Eligibility.** It shall be the Tenants responsibility to provide the management with accurate, verifiable employment and other information that will document the amount of income that the Tenant household is projected to earn. A certain number of the rental units at Farmway Village will be eligible for a subsidy payment that will reduce the amount of rent that a tenant must pay. It is the Tenants responsibility to provide the management of the housing project with documentation verifying eligibility. Eligibility of the above person(s) to be occupant(s) of the unit is determined by the information provided by Tenant to Landlord regarding age, income or family size. Tenant is required to notify the Landlord of any changes in adjusted income or family size.
- D. **Self Care.** To be eligible, occupant(s) must be capable of self-care as required by FmHA regulations.
- E. **Maximum Income.** FmHA regulations require that, should Tenant's adjusted family income exceed the maximum allowable adjusted income as defined periodically by the Farmers Home Administration for Idaho, Tenant will no longer be eligible for occupancy in the project and may be asked to leave within 30 days or when this lease ends, whichever is later.
- F. **Employment Status.** Tenant agrees that if Tenant's household income ceases to be substantially from farm labor for reasons other than disability or retirement, Tenant will promptly vacate Landlord's dwelling after proper notification by the owner.
- G. **Guests.** Anyone who stays in the unit and is not listed on this lease will be treated as a guest. The unit is to be used only as a Tenant's private dwelling, and Tenant may not sublease or take in lodgers. If a guest stays longer than 14 days in a 45 day period, that guest's income may be considered in recalculating Tenant's rent contribution but will not be recalculated if such guest resides in the unit in order to assist Tenant during sickness or recovery from injury.

II. Rent.

- A. **Payment Dates.** The monthly rent is payable in advance on the first of each month at the Housing Authority office during regular business hours. Payments made by check or money order should be made payable to the Housing Authority of the City of Caldwell.
- B. **Rent Supplement.** The Landlord has entered into a contract with FmHA, which provides that FmHA will pay a portion of the rent on behalf of qualified Tenants, pursuant to the United States Housing Act of 1937, as amended.
- C. **Rent Increases.** FmHA may permit an increase in basic and market rents due to increasing costs. Landlord shall notify Tenant at least thirty (30) days before an increase in rent becomes effective, pursuant to FmHA Regulation, 7 CFR 1930 Exhibit C-2.
- D. **Tenant Contribution (Rental Assistance Only).** Tenant Contribution is that portion of the rent which is paid by the Tenant.
- E. **Tenant Contribution changes.** Tenant contribution may be increased or decreased because of changes in Tenant's household income or the number and ages of the people living in the unit. As a result of these changes, monthly Tenant Contribution may be as high as the basic rent, unless FmHA approves a change in these amounts.
- F. **Reporting Changes.** Tenant shall immediately inform Landlord of any permanent changes in Tenant's gross monthly household income or in the number and ages of the people in the unit. Should Tenant receive rent subsidy to which he/she is not entitled, Tenant may be required to repay these amounts.
- G. **Permanent Occupancy.** If Tenant is absent from the unit for more than 60 consecutive days for reasons other than health or emergency, Tenant Contribution will be raised to the basic rent amount per month for the period of such absence exceeding 60 days. After such 60 day absence Landlord may suspend Tenant's rental assistance or assign it to another eligible tenant. Landlord cannot guarantee that Tenant may re-occupy the unit when he/she returns. If such absence continues beyond 60 days, Landlord may terminate this lease.

- H. Termination of Rental Assistance.** Tenant understands that every effort will be made to provide rental assistance so long as Tenant remains eligible and the rental assistance agreement between Landlord and FmHA remains in effect. However, should this assistance be terminated, Tenant may arrange to terminate this lease, giving proper notice as set forth elsewhere in this lease.
- I. Recertification.** Landlord will recalculate Tenant Contribution and Eligibility once a year, or sooner if any of the changes listed above occur. Tenant shall provide Landlord with a satisfactory income verification for himself and other unit occupants.
- J. Misrepresentation.** If Tenant misrepresents the facts upon which Tenant Contributions and eligibility determinations are made, Tenant shall repay all rent subsidies to which Tenant was not entitled. Intentional misrepresentation may subject Tenant to federal penalties. Intentional misrepresentation of facts used to determine Tenant eligibility may also be considered material non-compliance of this lease.
- K. Adjustment Schedule.** Any adjustment in Tenant Contribution caused by a change in household income, or in the number and ages of the people in the unit, will be effective on the next rental due date.
- L. Late Charge.** Landlord may assess a late charge if rent, including Tenant Contribution, is more than ten (10) days late. The charge for late payment will be up to \$10.00. No late charge may be assessed where Tenant establishes that his/her welfare check is late.
- M. Utility Allowance.** If Tenant receives rental assistance, total monthly Tenant Contribution, including utilities, will be as determined on the latest FmHA Form 1944-B, attached hereto. If Tenant pays any or all utilities directly (not including telephone or cable t.v.) a utility allowance will be deducted from the monthly payment for Tenant Contribution and utilities. If the Tenant's net monthly tenant contribution would be less than zero, the Landlord will pay the excess to the Tenant.

III. Size of Unit.

- A. Family Size.** The size of the unit is determined by the number of persons or occupants as provided by regulations of FmHA.
- B. Changes in Family Size.** If Tenant's family size increases, Tenant may request a larger unit, if available. If it decreases, Landlord may require Tenant to move to a smaller unit, if available.

IV. Tenant Duties.

- A. Utilities.** Tenant agrees to pay for the electrical service. The cost of the garbage, sewer and water will be paid by the Landlord. Tenant must not waste the utilities paid by Landlord.
- B. Cleaning.** Tenant agrees to keep the unit clean at all times. Tenant shall be liable for any violation of health or safety codes caused by Tenant or a person in Tenant's control.
- C. Safety.** Tenant shall not use the unit for any purpose considered dangerous to health or safety, of persons or property.
- D. Garbage.** Tenant must regularly dispose of garbage in a sanitary manner. The Landlord provides facilities for household garbage and trash. It will be the Tenant's responsibility to insure that the garbage is properly placed in the dumpsters. All garbage must be enclosed in a plastic bag with the top securely tied to help eliminate problems with odors and insects. Tenants should not permit children unable to reach the dumpsters to dispose of garbage.
- E. Use of Property.** Tenant shall properly use property of the project, including heaters, plumbing, appliances, and any other items. Tenant shall not damage or remove any property of the Landlord or permit any person to do so. Tenant shall pay for any damages caused by Tenant, Tenant's family, or any person(s) Tenant invited on to project property.
- F. Nuisance.** Tenant shall not do anything which interferes with the right of other tenants to have a safe, healthy and comfortable place to live, or which disturbs the quiet enjoyment of their units.
- G. Fixtures.** Tenant must not attach anything to the unit building, or construct a fence, without Landlord's prior written approval; prior written approval will not be unreasonably withheld. Tenant must remove any such items when Tenant leaves, without damage to Landlord's property, unless Landlord permits it to remain.
- H. Alterations.** Tenant must not alter, paint, or in any way change the property, including changing of door locks or installing of additional locks without Landlord's prior written approval; prior written approval will not be unreasonably withheld.
- I. Pets.** Tenant may not have any pets, except that a Tenant may keep a seeing eye or hearing animal, as required by such Tenant.
- J. Vehicles.** Tenants will be provided parking space for two vehicles. This space will be limited to passenger vehicles and standard sized pickup trucks. Any additional vehicles must be parked in the areas designated by management. All vehicles owned by the tenants must be registered at the office. Tenants shall not use the parking stalls as an area to do maintenance on their vehicles. Tenants may use an area designated by the management for maintenance with the approval of the management. Inoperable or "junk" cars will not be allowed in the parking area. Tenants will be given an opportunity to remove inoperable vehicles or management will have them removed at the Tenant's expense.
- K. Patios.** Patios shall not be used as storage areas. Only outdoor furniture, bar-b-ques and bicycles may be stored on the patios.
- L. General Maintenance.** The Landlord reserves the right to clean areas that are the Tenant's responsibility to maintain. The Tenant will be billed for these services. Failure on the part of the Tenant to maintain their areas of responsibilities will be considered grounds for eviction.
- N. Costs.** Tenant shall reimburse Landlord for any costs incurred as a result of violations of Tenant of any of the obligations in this Section 9.
- M. Exceptions.** If Landlord gives special permission or fails to enforce these duties against some tenants, it does not mean that Tenant is not bound by them. If Tenant has any problems or concerns, please discuss them with Landlord.

ALDEA FARMWAY
AUTORIDAD DE VIVIENDAS DE LA CIUDAD DE CALDWELL
REGLAS, REGULACIONES DE ADMINISTRACION
Y CONDICIONES DEL CONTRATO

La Autoridad de Viviendas de la Ciudad de Caldwell maneja y mantiene el Proyecto de Viviendas Aldea Farmway con el propósito de proveer hogares decentes, seguros y sanitarios para los trabajadores domésticos agrícolas y sus familias.

Reglas y Regulaciones. Todos los Inquilinos recibirán una copia de las Reglas y Regulaciones del proyecto antes que firme el Inquilino el convenio de alquiler. Al firmar el convenio el Inquilino concuerda en obedecer estas reglas. El Encargado puede cambiar las Reglas y Regulaciones solamente después de haber dado al Inquilino notificación por escrito treinta (30) días de antemano y una oportunidad para ofrecer sus comentarios o sugerencias. Por Regulaciones Federales, todas las reglas tienen que ser aprobadas por el FmHA y no se puede cambiar mas que una vez al año a menos que haya una emergencia. Una violación de dichas Reglas y Regulaciones constituye falta a los términos de este contrato y puede ser considerado base para desalquilar.

I. Elegibilidad

- A. Empleo.** Inquilinos del Proyecto de Viviendas tienen que ser elegibles según la definición de las normas de la Administración de Viviendas Agrícolas (FmHA Directiva 1944-D). Esta Directiva declara que un Inquilino elegible tiene que ser un trabajador doméstico agrícola. Una persona que recibe la mayor parte/o considerable de sus ingresos al trabajar en labor agrícola (que no sea el ranchero mismo) en los Estados Unidos, las Islas Virgenes, o Puerto Rico y sea un ciudadano de los Estados Unidos, or reside en los Estados Unidos, Puerto Rico, o las Islas Virgenes después de ser admitido legalmente para residencia permanente. Esta definición puede incluir los miembros de la familia inmediata de tales personas
- B. Labor Agrícola.** Instrucción de FmHA 1944-D además define Labor Agrícola como sigue: Con respeto a la subparte, labor agrícola incluye servicios conectados con el cultivar la tierra, crear o cosechar cualquier producto de la agricultura o cultivación acuática, juntar, enredar, manejar o plantar, secar, empacar, revisar, almacenar, o preservar en su estado no fabricado cualquier producto agrícola o acuático; o entregar a la bodega, mercado, o transportadores que llevan al mercado o plantas de fabricación cualquier producto agrícola o acuático.
- C. Elegibilidad Económica.** Sera la responsabilidad del Inquilino a suministrar a la Administración con confirmación del empleo que sea exacta y que se pueda verificar y información que documente la cantidad de ingresos que se proyecta ganar la casa del Inquilino. Cierta cantidad de viviendas para alquilar de Farmway Village seran elegibles para pagos de Asistencia de Renta que reducirán la cantidad de renta que tiene que pagar el Inquilino. Es la responsabilidad del Inquilino a suministrar al proyecto de viviendas con documentación que verifica su elegibilidad. Elegibilidad de las persona(s) antedichas para ocupar la unidad se determina por medio de la información provista por el Inquilino al Encargado en cuanto a edad, ingresos o tamaño de familia. Se requiere que el Inquilino notifique al Encargado de cualquier cambios en ingresos ajustados o tamaño de la familia.
- D. Cuidado Propio.** Para ser elegible, los Inquilinos tienen que ser capaces de cuidarse a si mismo como se requiere en las regulaciones del FmHA.
- E. Ingresos Máximos.** Las regulaciones de FmHA requiere que, si los ingresos ajustados de familia exceden la máxima cantidad permitida como se defina periódicamente por la Farmers Home Administration para Idaho, el Inquilino ya no sera elegible para ocupancia en el proyecto, y puede ser que le digan que se vaya dentro de 30 dias o cuando este contrato termine, lo que suceda mas tarde.
- F. Empleo.** El Inquilino está de acuerdo si los ingresos domésticos (de familia) dejan de ser substancialmente de trabajo agrícola por razones aparte de incapacidad o jubilación, el Inquilino pronto desocupara la vivienda despues de dar notificación apropiada al dueño.
- G. Visitas (Huésped).** Cualquier persona que se quede en la vivienda sin ser alistado en el contrato será considerado come huésped. La vivienda debe ser usada nada mas como una vivienda privada del Inquilino y no debe ser sub-rentada o recoger huéspedes. Si un huésped se queda mas de catorce (14) dias en un período de cuarenta y cinco (45) dias, los ingresos de ese huésped serán considerados en recalcular la continuación de renta del Inquilino, pero no sera recalculada si dicho huésped reside en la vivienda para atender al Inquilino durante una enfermedad o recuperacion de un accidente o lesión.

II. Renta.

- A. Fechas de Pagos.** La renta es pagada por adelantado el primer día de cada mes en la oficina de la Autondad de Viviendas durante las horas regulares de negocio. Pagos hechos por cheques o giros deben hacerlos a la Autoridad de Viviendas de Caldwell.
- B. Suplemento de Renta.** El arrendador ha entrado en un contrato con FmHA, que provee que la FmHA pagará una porción de la renta en nombre de un Inquilino que califique conforme a la Rectificación de la Acta de Viviendas de los Estados Unidos de 1937.
- C. Aumento de Renta.** La FmHA puede permitir un aumento en renta basica y mercado, debida a aumentos en costos. El arrendador le notificara al Inquilino por lo menos treinta (30) dias antes que el aumento de renta sea efectivo, conforme a la Regulación de FmHA, 7 CFR 1930 Exhibit C-2.
- D. Contribución del Inquilino (Asistencia de Renta solamente).** Contribución del Inquilino es la porcion de renta que es pagada por el Inquilino.
- E. Cambios de la Contribución del Inquilino.** La contribución del Inquilino puede ser aumentada o bajada por cambios de ingresos de la familia o nombres y edades de personas que viven en la vivienda. Como resultado de estos cambios, la contribución mensual del Inquilino puede ser tan alta como la renta basica a menos que estos cambios y cantidades sean aprobados por FmHA.
- E. Presentar Informe de Cambios.** El Inquilino debe inmediatamente informar al Encargado de cualquier cambio permanente en los ingresos totales mensuales del Inquilino y familia o del numero y edades de personas en la vivienda. Si el Inquilino recibe ayuda (subsidio de renta) a la que el/ella no tenga derecho, el Inquilino puede ser requerido a pagar estas cantidades.
- G. Ocupancia Permanente.** Si el Inquilino está ausente de la Vivienda por mas de sesenta (60) dias consecutivos por razones otras que no sean de salud o emergencia, la contribución del Inquilino sera aumentada a la renta básica por mes por el período de dicha ausencia excediendo sesenta (60) dias. Despues de dichos sesenta (60) de ausencia, el Encargado puede suspender la asistencia del Inquilino o asignarle a otro Inquilino elegible el local. El encargado no garantiza que el Inquilino vuelva a ocupar la vivienda cuando el/ella regrese. Si dicha ausencia continua mas all de sesenta (60) dias, el Encargado puede dar término a este contrato.

- H. **Terminación de Asistencia de Renta.** El Inquilino debe entender que se hará todo esfuerzo para proveer asistencia de renta mientras que el Inquilino siga siendo elegible y el Convenio de Asistencia de Renta entre el Encargado y la FmHA siga en efecto. Pero, si esta asistencia fuera terminada, el Inquilino puede hacer arreglos para terminar este contrato, dando aviso apropiado como está sentado en otro lado de este contrato.
- I. **Recertificación.** El Encargado calculará de nuevo la Contribución y Elegibilidad del Inquilino una vez por año, o antes si algunos de los cambios anotados arriba ocurren. El Inquilino proveerá al encargado con una verificación de ingresos satisfactorio para el y otros ocupantes de la vivienda.
- J. **Representación Falsa.** Si el Inquilino representa en falso datos en los cuales determinaciones de Contribución de Inquilino y elegibilidad son basadas, el Inquilino deberá de pagar todos los subsidios de renta al cual el Inquilino no tenía derecho. Falsa representación de datos usados para determinar la elegibilidad del Inquilino puede ser considerado material incumplido de este contrato.
- K. **Ajuste de Lista.** Cualquier ajuste en la Contribución del Inquilino causados por cambios en ingresos de familia, o en el número y edades de personas en la vivienda, tomara efecto en la fecha siguiente que se venza la renta.
- L. **Cargos Atrasados.** El Encargado puede imponer cargos atrasados si la renta incluyendo la Contribución del Inquilino es pagada diez (10) días tarde. El cargo por el pago atrasado es hasta \$10.00. No se impondrán cargos atrasados donde el Inquilino establezca que su cheque de welfare (salud y bienestar) está retrasado.
- M. **Subención de Utilidades.** Si el Inquilino recibe asistencia de renta, contribución mensual total del Inquilino, incluyendo utilidades, sera determinado a segun la última forma FmHA Form 1944-B adjunto a esto. Si el Inquilino paga parte o todas las utilidades directo (no incluyendo teléfono o cable) una suvención de utilidades será reducido de su pago mensual para la Contribución de Inquilino y utilidades. Si la Contribucion mensual neta del Inquilino fuera menos de cero, el Encargado pagará el exceso al Inquilino.

III. Tamaño de la Vivienda.

- A. **Tamaño de la Familia.** El tamaño de la vivienda es determinada por el número de personas o ocupantes como provee las regulaciones de FmHA.
- B. **Cambios en número de familia.** Si el tamaño de familia aumenta, el Inquilino puede pedir una vivienda mas grande, si está disponible. Si disminuye, el Encargado puede requerir al Inquilino a moverse a una vivienda mas pequeña si hay una disponible.

IV. Deberes del Inquilino.

- A. **Utilidades.** El Inquilino esta de acuerdo a pagar por el servicio eléctrico. El costo de basura, aguas residuales, y el agua pura serán pagados por el Encargado. El Inquilino no debe mal gastar las utilidades pagadas por el arrendador.
- B. **Limpeza.** El Inquilino esta de acuerdo a mantener su vivienda limpia todo el tiempo. El Inquilino será responsable de cualquier violación de los códigos de salud y seguridad causados por el Inquilino o otra persona bajo el control del Inquilino.
- C. **Seguridad.** El Inquilino no usará la vivienda por ningún propósito considerado peligroso para la salud o seguridad, de personas o propiedad.
- D. **Basura.** El Inquilino debe deshacerse de la basura regularmente en manera sanitaria. El Encargado provee facilidades para disponer de la basura de la casa y desechos. Es la responsabilidad del Inquilino asegurarse que la basura este puesta en el recipiente de la basura apropiadamente. Toda basura debe ser envuelta en una bolsa de plastico amarrada para eliminar problemas con malos olores y insectos. El Inquilino no debe permitir a niños que no alcansen el recipiente de basura a tirar la basura.
- E. **Uso de Propiedad.** El Inquilino debe usar la propiedad del proyecto apropiadamente, incluyendo calentadores, plomeria, artefactos electrodomésticos, y cualquier otros articulos. El Inquilino no debe dañar o mover nada de la propiedad del Arrendador o permitir que otra persona lo haga. El Inquilino debe pagar por cualquier daño causado por el Inquilino, familia del Inquilino o cualquier persona(s) invitada por el Inquilino a la propiedad del proyecto.
- F. **Molestia.** El Inquilino no debe hacer nada que interfiera con el derecho de otros Inquilinos, de tener un lugar, seguro, saludable, y confortable para vivir, y que no perturbe el tranquilo placer de sus viviendas.
- G. **Instalaciones.** El Inquilino no debe unir nada al, edificio de su vivienda, no construir cercas, sin una previa aprobación y por escrita del Encargado; la previa aprobación no sera negada irrazonablemente. El Inquilino debera quitar dichos artículos cuando se vaya el Inquilino, sin causar daños a la propiedad del Arrendador, a menos que el Arrendador permita que se queden.
- H. **Cambios.** El Inquilino no debe cambiar, pintar, de ninguna manera cambiar la propiedad, incluyendo cerraduras de puertas, instalaciones de cerraduras adicionales sin la previa aprobación por escrito del Encargado, previa aprobación por escrito no será negada irrazonablemente.
- I. **Animalitos.** El Inquilino no debe tener animalitos, con excepción que el Inquilino puede tener un animalito que vea y oiga como sea necesitado para dicho Inquilino.
- J. **Vehículos.** Se les proporcionará estacionamiento para dos (2) vehículos. El espacio será limitado para carros de pasajeros y trocas de tamaño normal. Todo vehículo adicional debe ser estacionado en areas designadas por la administración. Todo vehículo propiedad de los Inquilinos deben ser registrados en la oficina. Los Inquilinos no deben usar los espacios de estacionar como area para reparación de sus vehículos. Los Inquilinos deben usar areas designadas por la Administración para reparaciones con la aprobación de la Administración. Carros que no sean operables o carros inservibles, no serán permitidos en los estacionamientos. A los Inquilinos se les dará la oportunidad de mover sus vehiculos inoperables o la Administración los moverá al costo del Inquilino.
- K. **Patios.** Los patios no se usaran como areas de almacen. Solamente muebles de patio y parrillas de barbacoa y bicicletas pueden estar almacenados en los patios.
- L. **Mantenimiento General.** El Encargado reservá el derecho de limpiar las areas que el Inquilino es responsable de mantener. Se les mandara una factura por estos servicios a los Inquilinos. Si el Inquilino por su parte falla en mantener limpia su area que es su responsabilidad, entonces se puede considerar motivo para su expulsión.
- M. **Costos.** El Inquilino re-embolsará al Encargado cualquier costo incurrido como resultado de violaciones de parte del Inquilino de cualquier obligacion en esta Seccion 9.
- N. **Excepciones.** Si el Encargado concede un permiso especial o falla a imponer estas deberes encontra de algunos Inquilinos, esto no quiere decir que el Inquilino no esté ligado por ellos. Si el Inquilino tiene un problema o preocupación, favor de discutirlo con el Encargado.

V. Obligaciones del Arrendamiento. En adición a otras obligaciones en este contrato, el Encargado está de acuerdo a lo siguiente:

- A. Mantenimiento.** Mantener la vivienda del edificio y las áreas de la comunidad en una condición decente, segura, y sanitaria, y cumplir con todos los códigos locales y Regulaciones Federales que sean aplicables.
- B. Infestaciones (Plagas).** Exterminar insectos, roedores y otros animales, sin embargo, cualquier insecto o animal que son causados por el Inquilino, deberán ser exterminados a costo del Inquilino.
- C. Cerraduras, Candados.** Proveer candados adecuados y darles llaves inicialmente al Inquilino.
- D. Basura.** Proveer y mantener recipientes para basura en áreas comunes, y hacer arreglos para levantar regularmente la basura.
- E. Reglas.** Darle al Inquilino copias de Reglas y Regulaciones de la vivienda, procedimientos de Quejas de Inquilino, o cálculos de rentas del Inquilino al ser solicitados.
- E. Responsabilidad.** El Encargado puede ser responsable por fallo de mantener la vivienda de acuerdo con el Parafo A de esta sección.

VI. Inspecciones de Viviendas.

- A. Pre-ocupancia.** Antes que un Inquilino se mueva a una vivienda, tanto el Inquilino como el Encargado deben inspeccionar la vivienda del Inquilino para defectos o otros daños. El Inquilino y el Encargado entonces llenarán y firmarán un Reporte de Inspección de Vivienda; tanto el Inquilino como el Encargado recibirán copias. Al firmar el reporte de Inspección de la Vivienda, el Inquilino está de acuerdo que el está satisfecho con la condición de la vivienda y que el Encargado no será requerido a volver a pintar, o emplastar o hacer algún otro trabajo, con excepción de los artículos especificados en el reporte. Si la necesidad surge después de dicho trabajo en esta tenencia, sin culpa del Inquilino, el Encargado está obligado a hacer dicho trabajo.
- B. Terminación.** Cuando el Inquilino desocupa la vivienda, el Inquilino y el Encargado inspeccionarán la vivienda, llenará y firmará una Inspección de Vivienda por segunda vez. Es la obligación del Inquilino dejar la vivienda en buena condición como la recibió, con excepción del desgaste normal. Este segundo reporte evalúa si acaso el Inquilino ha dañado, no ha limpiado la vivienda, y cualquier dinero rebajado del Depósito de Seguridad del Inquilino será basado en ese reporte. En caso que el Inquilino de terminación a este convenio sin una inspección, el Encargado hará la inspección y le avisará al Inquilino de cualquier cargos que deberán ser rebajados del depósito en acuerdo con el Artículo VII de este convenio.
- C. Inspecciones Adicionales.** El Encargado puede entrar a la vivienda del Inquilino a horas razonables, para inspecciones, reparaciones, probables Inquilinos, probables compradores, y otras personas autorizadas, con el previo consentimiento del Inquilino. El Inquilino no debe ser irrazonable y negar el permiso. El Encargado no tiene que dar aviso previo cuando ocurra una emergencia o cuando el Inquilino abandona la vivienda. Cuando el Encargado entra en una emergencia durante la ausencia del Inquilino, el Encargado debe dejar un aviso por escrito por la razón de la entrada y identificar la persona(s) que entraron.

VII. Seguridad/Depósito de Daños.

- A. Cantidad.** El Inquilino debe pagar un Depósito de Seguridad de \$150.00. Si el Inquilino es elegible para la Asistencia de Renta y enseña que el Inquilino no puede pagar todo el Depósito de Seguridad, el Encargado hará un programa de pagos mensuales razonables en acuerdo con las regulaciones del FmHA.
- B. Donde se Guarda.** El Depósito de Seguridad será puesto por el Encargado en una cuenta de confianza en el Banco West One, cual dirección es Caldwell, Idaho.
- C. Obligación del Inquilino.** Cuando el Inquilino deje la vivienda, el Encargado puede retener una porción o todo el depósito para los siguientes gastos:
 - 1. Cualquier renta que deba el Inquilino será rebajada.
 - 2. Cualquier llave que no sea entregada resultará en rebajarle \$1.00;.
 - 3. Cualquier costo sufrido a causa que el Inquilino no haya dejado la vivienda razonablemente limpia, por daños causados a la vivienda sin contar el desgaste normal, o por muebles y equipo perdido serán pagados por el Inquilino. Determinación de dicho costo serán basado en la revisión de los dos (2) reportes de Inspección. Si la vivienda no está limpia, el costo de limpieza será rebajado.
- D. Re-embolsos.** El Inquilino debe proveer al Arrendador con una dirección para envío futuro de correo para que el Encargado le envíe su Depósito de Seguridad. El Encargado le devolverá el depósito dentro de 30 días, y le mandará una declaración total especificando motivos porque retuvo parte o todo el depósito y una lista de los artículos y su costo. Si el Inquilino no provee al Encargado con una dirección futura, el Encargado mandará el depósito y/o la declaración a la última dirección que el Inquilino tenía.
- E. Costos Adicionales.** El Encargado tiene el derecho de demandar al Inquilino en una corte del estado para recobrar renta que se debe o cargos atrasados, también el costo de limpieza, reparaciones o reemplazos en exceso del Depósito de Seguridad, si el Encargado archiva la demanda, o si la corte determina que el Encargado tiene derecho, el Inquilino puede ser requerido también a pagar los costos de la corte y abogado.

VIII. Reparaciones.

- A. Responsabilidad del Inquilino.** El Inquilino debe pagar el costo de reparaciones por cualquier daño causado por el Inquilino, o un miembro de la casa, un huésped o animalito que pertenezca al Inquilino, familia o huésped del Inquilino.
- B. Responsabilidad del Encargado.** El Encargado es responsable por las demás reparaciones, incluyendo artículos que se quiebran a causa de defectos o viejos. El Inquilino está de acuerdo a avisar al Encargado, por escrito, de dichas reparaciones.
- C. Emergencia.** En caso de una emergencia, el Inquilino puede causar que las reparaciones sean hechas antes de avisarle al Encargado. El Encargado hará reparaciones por fallo de calefacción, agua o condiciones donde pueda peligrar su vida dentro de veinte-cuatro (24) horas de recibir el aviso, si es posible. El Encargado restablecerá agua caliente o electricidad dentro de cuarenta-ocho (48) horas, si es posible. Una lista de costos actuales de casi todos los artículos, como ventanas, telas, cerraduras de puertas, etc. están disponibles en la oficina. Las demás reparaciones que son las responsabilidad del Encargado serán hechas dentro de 30 días.
- D. Seguridad y Vida.** Si el Inquilino daña algo que pelagra la salud o seguridad de otros Inquilinos, y si falla en repararlo, el Encargado puede darle al Inquilino un aviso por escrito especificando cuales son las reparaciones que debe hacer. Si las reparaciones no se hacen dentro de treinta

(30) días, o antes y si una emergencia existe (ejemplo: peligro de fuego), el Encargado puede entrar a la vivienda del Inquilino, hacer reparaciones necesarias y mandarle la factura al Inquilino. El Inquilino debe pagar la factura el siguiente vencimiento de renta, a menos que el Encargado este de acuerdo por escrito a otros arreglos de pago.

- E. Reparaciones Generales.** Si los artículos dañados por el Inquilino no peligran la salud y seguridad de otros Inquilinos, el Inquilino debe, sin embargo, hacer reparaciones necesarias. Si el Inquilino falla en esto, el Encargado puede hacer reparaciones necesarias y cobrarle al Inquilino en la manera descrita en el parrafo anterior.

IX. Terminación de Contrato.

- A. Terminación por Inquilino.** El Inquilino puede dar por terminado este contrato por lo menos treinta (30) días por escrito.
- B. Terminación por el Encargado.** El Inquilino está de acuerdo que este contrato puede ser terminado por el Encargado, al dar aviso de acuerdo con las estatutos del Estado y Regulaciones de FmHA, cuando cualquier acción o conducta del Inquilino afecta adversamente la salud y seguridad de cualquier Inquilino o interfiere con el derecho de cualquier Inquilino al tranquilo gozo del local o interrupción de la vivencia del proyecto.
1. El Inquilino también está de acuerdo que el Encargado puede terminar este contrato por falta de pago de renta cuando sea entregado al Inquilino un aviso por escrito de tres (3) días para pagar o abandonar el local como está provisto por la ley de Idaho.
 2. Este contrato puede ser terminado por el Encargado a cualquier tiempo dando aviso por escrito no menos de siete (7) días antes de la terminación, por buena causa, tal como daños serios o repetidos al local, creación de peligros físicos. Buena causa incluye ganancias de familia del Inquilino de mas ingresos de los que son permitidos por las regulaciones. Vencimiento de este contrato no será buena causa. El aviso claramente declarará las razones por la terminación, que el Inquilino tiene siete (7) días para remediar la violación y la fecha para cuando el Inquilino debe mudarse fuera de la vivienda si el/ella fallan en remediar la violación.
 3. El Inquilino esta de acuerdo a re-embolsar al Encargado por cualquier costo incurrido en enviar, cualquier aviso requerido bajo los terminos del Párrafo 16 y si el Inquilino es culpable y se niega a desocupar el local, el Encargado puede archivar una demanda de desalojo contra el Inquilino en la corte del estado y si el Encargado prevalece en dicha demanda, el Juez puede ordenar al Inquilino a pagar todos los gastos y costos de la demanda, incluyendo costos razonables de abogado.

- X. Procedimiento de Quejas y Apelaciones.** Si el Inquilino cree que el Encargado no ha actuado de acuerdo con el convenio de este contrato, regulaciones del FmHA, y ordenanzas locales y del estado, el Inquilino le avisará dentro de diez (10) días de lo ocurrido. Esto empieza el proceso de la queja bajo los procedimientos de Quejas y Apelaciones de Inquilino de la Administración de Casas De Rancheros. El Encargado proveerá una copia de estos procedimientos al Inquilino si el Inquilino los solicita. Una copia será puesta en la oficina de rentas del proyecto. Si es posible, el Encargado tratará de resolver las diferencias.

- XI. Abandono.** Si la propiedad es abandonada, el encargado dispondrá de ella como sea conveniente, sin ninguna responsabilidad del Encargado al Inquilino.

- XII. No-Discriminación.** El Encargado cumplirá con las provisiones de no-discriminación del Título VI de las Actas de los Derechos Civiles de 1964. Ninguna persona se le negará alquiler ni de ninguna manera se discriminará contra por causa de raza, color, nacionalidad de origen, religión, sexo, edad, estado civil, físico o incapacidad mental, o cualquier otra clasificación arbitraria. Cualquier queja de discriminación debe ser dirigida al secretario de Agricultura, o a la oficina de Oportunidades Iguales, U.S.D.A.

- XIII. Costos Legales.** Cualquier acción legal que sea resultado de este contrato y/o por ocupancia del Inquilino de la vivienda, la corte puede requerir al partido perdedor a pagar costos y también costos de abogados del partido vencedor.

- XIV. Vivienda Inhabitable.** Si la propiedad se vuelve inhabitable por razones de incendio u otros desastres naturales, el dueño o el Inquilino tiene derecho a terminar este contrato. En tal caso que el dueño decida a reparar o rehabilitar la vivienda o edificio, dicha reparación o rehabilitación debe ocurrir en un tiempo razonable.

- XV. Cláusula de Firma.** Tanto el Encargado, sus sucesores y asignados, y el Inquilino, sus herederos, sucesores, y asignados, certifican que son legalmente capaces, han leído este contrato, y están de acuerdo a estar ligados por sus provisiones.

Inquilino

Fecha

Encargado

Fecha

PUBLIC NOTIFICATION OF RECD'S FINDINGS OF NO SIGNIFICANT ENVIRONMENTAL IMPACT

The Rural Economic and Community Development Service (RECD) has received an application for financial assistance from the Housing Authority of the City of Caldwell. The specific elements of this proposed action are to add 60 living units at the present site known as Farmway Village.

The RECD has assessed the potential environmental impacts of this proposed action and has determined that it will not significantly affect the quality of the human environment. Therefore RECD will not prepare an Environmental Impact Statement for this proposed action.

Any written comments regarding this determination should be provided within fifteen (15) days of this publication of M. Stewart Brent, District Director, RECD, 704 Albany, Suite 7, Caldwell, Idaho 83605. The RECD will make no further decisions regarding this proposed action during this fifteen day period. Requests to review the RECD environmental assessment upon which this determination is based should be directed to Larry Stachler, District Loan Specialist, RECD, 704 Albany, Suite 7, Caldwell, Idaho 83605. Telephone: 208-459-0761

Fifteen day written reply period expires 12/27/94

ALDEA FARMWAY
AUTORIDAD DE VIVIENDAS DE LA CIUDAD DE CALDWELL
REGLAS, REGULACIONES DE ADMINISTRACION
Y CONDICIONES DEL CONTRATO

La Autoridad de Viviendas de la Ciudad de Caldwell maneja y mantiene el Proyecto de Viviendas Aldea Farmway con el propósito de proveer hogares decentes, seguras y sanitarias para los trabajadores domésticos agrícolas y sus familias.

Reglas y Regulaciones. Todos los Inquilinos recibirán una copia de las Reglas y Regulaciones del proyecto antes que firme el Inquilino el convenio de alquiler. Al firmar el convenio el Inquilino concuerda en obedecer estas reglas. El Encargado puede cambiar las Reglas y Regulaciones solamente después de haber dado al Inquilino notificación por escrito treinta (30) días de antemano y una oportunidad para ofrecer sus comentarios o sugerencias. Por Regulaciones Federales, todas las reglas tienen que ser aprobadas por el FmHA y no se puede cambiar mas que una vez al año a menos que haya una emergencia. Una violación de dichas Reglas y Regulaciones constituye falta a los términos de este contrato y puede ser considerado base para desalquilar.

I. Elegibilidad

- A. Empleo.** Inquilinos del Proyecto de Viviendas tienen que ser elegibles según la definición de las normas de la Administración de Viviendas Agrícolas (FmHA Directiva 1944-D). Esta Directiva declara que un Inquilino elegible tiene que ser un trabajador doméstico agrícola. Una persona que recibe la mayor parte/o considerable de sus ingresos al trabajar en labor agrícola (que no sea el ranchero mismo) en los Estados Unidos, las Islas Virgenes, o Puerto Rico y sea un ciudadano de los Estados Unidos, or reside en los Estados Unidos, Puerto Rico, o las Islas Virgenes después de ser admitido legalmente para residencia permanente. Esta definición puede incluir los miembros de la familia inmediata de tales personas.
- B. Labor Agrícola.** Instrucción de FmHA 1944-D además define Labor Agrícola como sigue: Con respeto a la subparte, labor agrícola incluye servicios conectados con el cultivar la tierra, crear o cosechar cualquier producto de la agricultura o cultivación acuática; juntar, enredar, manejar o plantar, secar, empacar, revisar, almacenar, o preservar en su estado no fabricado cualquier producto agrícola o acuático; o entregar a la bodega, mercado, o transportadores que llevan al mercado o plantas de fabricación cualquier producto agrícola o acuático.
- C. Elegibilidad Económica.** Sera la responsabilidad del Inquilino a suministrar a la Administración con confirmación del empleo que sea exacta y que se pueda verificar y información que documente la cantidad de ingresos que se proyecta ganar la casa del Inquilino. Cierta cantidad de viviendas para alquilar de Farmway Village serán elegibles para pagos de Asistencia de Renta que reducirán la cantidad de renta que tiene que pagar el Inquilino. Es la responsabilidad del Inquilino a suministrar al proyecto de viviendas con documentación que verifica su elegibilidad. Elegibilidad de las persona(s) antedichas para ocupar la unidad se determina por medio de la información provista por el Inquilino al Encargado en cuanto a edad, ingresos o tamaño de familia. Se requiere que el Inquilino notifique al Encargado de cualquier cambios en ingresos ajustados o tamaño de la familia.
- D. Cuidado Propio.** Para ser elegible, los Inquilinos tienen que ser capaces de cuidarse a si mismo como se requiere en las regulaciones del FmHA.
- E. Ingresos Máximos.** Las regulaciones de FmHA requiere que, si los ingresos ajustados de familia exceden la máxima cantidad permitida como se defina periódicamente por la Farmers Home Administration para Idaho, el Inquilino ya no sera elegible para ocupancia en el proyecto, y puede ser que le digan que se vaya dentro de 30 días o cuando este contrato termine, lo que suceda mas tarde.
- F. Empleo.** El Inquilino está de acuerdo si los ingresos domésticos (de familia) dejan de ser substancialmente de trabajo agrícola por razones aparte de incapacidad o jubilación, el Inquilino pronto desocupara la vivienda despues de dar notificación apropiada al dueño.
- G. Visitas (Huésped).** Cualquier persona que se quede en la vivienda sin ser alistado en el contrato será considerado come huésped. La vivienda debe ser usada nada mas como una vivienda privada del Inquilino y no debe ser sub-rentada o recoger huéspedes. Si un huésped se queda mas de catorce (14) días en un período de cuarenta y cinco (45) días, los ingresos de ese huésped serán considerados en recalcular la continuación de renta del Inquilino, pero no sera recalculada si dicho huésped reside en la vivienda para atender al Inquilino durante una enfermedad o recuperacion de un accidente o lesión.

II. Renta.

- A. Fechas de Pagos.** La renta es pagada por adelantado el primer día de cada mes en la oficina de la Autoridad de Viviendas durante las horas regulares de negocio. Pagos hechos por cheques o giros deben hacerlos a la Autoridad de Viviendas de Caldwell.
- B. Suplemento de Renta.** El arrendador ha entrado en un contrato con FmHA, que provee que la FmHA pagará una porción de la renta en nombre de un Inquilino que califique conforme a la Rectificación de la Acta de Viviendas de los Estados Unidos de 1937.
- C. Aumento de Renta.** La FmHA puede permitir un aumento en renta basica y mercado, debida a aumentos en costos. El arrendador le notificara al Inquilino por lo menos treinta (30) días antes que el aumento de renta sea efectivo, conforme a la Regulación de FmHA, 7 CFR 1930 Exhibit C-2.
- D. Contribución del Inquilino (Asistencia de Renta solamente).** Contribución del Inquilino es la porcion de renta que es pagada por el Inquilino.
- E. Cambios de la Contribución del Inquilino.** La contribución del Inquilino puede ser aumentada o bajada por cambios de ingresos de la familia o nombres y edades de personas que viven en la vivienda. Como resultado de estos cambios, la contribución mensual del Inquilino puede ser tan alta como la renta basica a menos que estos cambios y cantidades sean aprobados por FmHA.
- F. Presentar Informe de Cambios.** El Inquilino debe inmediatamente informar al Encargado de cualquier cambio permanente en los ingresos totales mensuales del Inquilino y familia o del numero y edades de personas en la vivienda. Si el Inquilino recibe ayuda (subsidio de renta) a la que el/ella no tenga derecho, el Inquilino puede ser requerido a pagar estas cantidades.
- G. Ocupancia Permanente.** Si el Inquilino está ausente de la Vivienda por mas de sesenta (60) días consecutivos por razones otras que no sean de salud o emergencia, la contribución del Inquilino sera aumentada a la renta básica por mes por el período de dicha ausencia excediendo sesenta (60) días. Despues de dichos sesenta (60) de ausencia, el Encargado puede suspender la asistencia del Inquilino o asignarle a otro Inquilino elegible el local. El encargado no garantiza que el Inquilino vuelva a ocupar la vivienda cuando el/ella regrese. Si dicha ausencia continúa mas all de sesenta (60) días, el Encargado puede dar término a este contrato.

- H. **Terminación de Asistencia de Renta.** El Inquilino debe entender que se hará todo esfuerzo para proveer asistencia de renta mientras que el Inquilino siga siendo elegible y el Convenio de Asistencia de Renta entre el Encargado y la FmHA siga en efecto. Pero, si esta asistencia fuera terminada, el Inquilino puede hacer arreglos para terminar este contrato, dando aviso apropiado como está sentado en otro lado de este contrato.
- I. **Recertificación.** El Encargado calculará de nuevo la Contribución y Elegibilidad del Inquilino una vez por año, o antes si algunos de los cambios anotados arriba ocurren. El Inquilino proveerá al encargado con una verificación de ingresos satisfactorio para el y otros ocupantes de la vivienda.
- J. **Representación Falsa.** Si el Inquilino representa en falso datos en los cuales determinaciones de Contribución de Inquilino y elegibilidad son basadas, el Inquilino deberá de pagar todos los subsidios de renta al cual el Inquilino no tenía derecho. Falsa representación de datos usados para determinar la elegibilidad del Inquilino puede ser considerado material incumplido de este contrato.
- K. **Ajuste de Lista.** Cualquier ajuste en la Contribución del Inquilino causados por cambios en ingresos de familia, o en el número y edades de personas en la vivienda, tomara efecto en la fecha siguiente que se venza la renta.
- L. **Cargos Atrasados.** El Encargado puede imponer cargos atrasados si la renta incluyendo la Contribución del Inquilino es pagada diez (10) días tarde. El cargo por el pago atrasado es hasta \$10.00. No se impondrán cargos atrasados donde el Inquilino establezca que su cheque de welfare (salud y bienestar) está retrasado.
- M. **Subención de Utilidades.** Si el Inquilino recibe asistencia de renta, contribución mensual total del Inquilino, incluyendo utilidades, sera determinado a segun la última forma FmHA Form 1944-B adjunto a esto. Si el Inquilino paga parte o todas las utilidades directo (no incluyendo teléfono o cable) una subención de utilidades será reducido de su pago mensual para la Contribución de Inquilino y utilidades. Si la Contribución mensual neta del Inquilino fuera menos de cero, el Encargado pagará el exceso al Inquilino.

III. Tamaño de la Vivienda.

- A. **Tamaño de la Familia.** El tamaño de la vivienda es determinada por el número de personas o ocupantes como provee las regulaciones de FmHA.
- B. **Cambios en número de familia.** Si el tamaño de familia aumenta, el Inquilino puede pedir una vivienda mas grande, si está disponible. Si disminuye, el Encargado puede requerir al Inquilino a moverse a una vivienda mas pequeña si hay una disponible.

IV. Deberes del Inquilino.

- A. **Utilidades.** El Inquilino esta de acuerdo a pagar por el servicio eléctrico. El costo de basura, aguas residuales, y el agua pura serán pagados por el Encargado. El Inquilino no debe mal gastar las utilidades pagadas por el arrendador.
- B. **Limpeza.** El Inquilino esta de acuerdo a mantener su vivienda limpia todo el tiempo. El Inquilino será responsable de cualquier violación de los códigos de salud y seguridad causados por el Inquilino o otra persona bajo el control del Inquilino.
- C. **Seguridad.** El Inquilino no usará la vivienda por ningún propósito considerado peligroso para la salud o seguridad, de personas o propiedad.
- D. **Basura.** El Inquilino debe deshacerse de la basura regularmente en manera sanitaria. El Encargado provee facilidades para disponer de la basura de la casa y desechos. Es la responsabilidad del Inquilino asegurarse que la basura este puesta en el recipiente de la basura apropiadamente. Toda basura debe ser envuelta en una bolsa de plástico amarrada para eliminar problemas con malos olores y insectos. El Inquilino no debe permitir a niños que no alcansen el recipiente de basura a tirar la basura.
- E. **Uso de Propiedad.** El Inquilino debe usar la propiedad del proyecto apropiadamente, incluyendo calentadores, plomería, artefactos electrodomésticos, y cualquier otros artículos. El Inquilino no debe dañar o mover nada de la propiedad del Arrendador o permitir que otra persona lo haga. El Inquilino debe pagar por cualquier daño causado por el Inquilino, familia del Inquilino o cualquier persona(s) invitada por el Inquilino a la propiedad del proyecto.
- F. **Molestia.** El Inquilino no debe hacer nada que interfiera con el derecho de otros Inquilinos, de tener un lugar, seguro, saludable, y confortable para vivir, y que no perturbe el tranquilo placer de sus viviendas.
- G. **Instalaciones.** El Inquilino no debe unir nada al edificio de su vivienda, no construir cercas, sin una previa aprobación y por escrito del Encargado; la previa aprobación no será negada irrazonablemente. El Inquilino debiera quitar dichos artículos cuando se vaya el Inquilino, sin causar daños a la propiedad del Arrendador, a menos que el Arrendador permita que se queden.
- H. **Cambios.** El Inquilino no debe cambiar, pintar, de ninguna manera cambiar la propiedad, incluyendo cerraduras de puertas, instalaciones de cerraduras adicionales sin la previa aprobación por escrito del Encargado, previa aprobación por escrito no será negada irrazonablemente.
- I. **Animalitos.** El Inquilino no debe tener animalitos, con excepción que el Inquilino puede tener un animalito que vea y oiga como sea necesitado para dicho Inquilino.
- J. **Vehículos.** Se les proporcionará estacionamiento para dos (2) vehículos. El espacio será limitado para carros de pasajeros y trocas de tamaño normal. Todo vehículo adicional debe ser estacionado en areas designadas por la administración. Todo vehículo propiedad de los Inquilinos deben ser registrados en la oficina. Los Inquilinos no deben usar los espacios de estacionar como area para reparación de sus vehículos. Los Inquilinos deben usar areas designadas por la Administración para reparaciones con la aprobación de la Administración. Carros que no sean operables o carros inservibles, no serán permitidos en los estacionamientos. A los Inquilinos se les dará la oportunidad de mover sus vehiculos inoperables o la Administración los moverá al costo del Inquilino.
- K. **Patios.** Los patios no se usaran como areas de almacen. Solamente muebles de patio y parrillas de barbacoa y bicicletas pueden estar almacenados en los patios.
- L. **Mantenimiento General.** El Encargado reservá el derecho de limpiar las areas que el Inquilino es responsable de mantener. Se les mandara una factura por estos servicios a los Inquilinos. Si el Inquilino por su parte falla en mantener limpia su area que es su responsabilidad, entonces se puede considerar motivo para su expulsión.
- M. **Costos.** El Inquilino re-embolsará al Encargado cualquier costo incurrido como resultado de violaciones de parte del Inquilino de cualquier obligacion en esta Sección 9.
- N. **Excepciones.** Si el Encargado concede un permiso especial o falla a imponer estas deberes encontra de algunos Inquilinos, esto no quiere decir que el Inquilino no esté ligado por ellos. Si el Inquilino tiene un problema o preocupación, favor de discutirlo con el Encargado.

V. Obligaciones del Arrendamiento. En adición a otras obligaciones en este contrato, el Encargado está de acuerdo a lo siguiente:

- A. Mantenimiento.** Mantener la vivienda del edificio y las áreas de la comunidad en una condición decente, segura, y sanitaria, y cumplir con todos los códigos locales y Regulaciones Federales que sean aplicables.
- B. Infestaciones (Plagas).** Exterminar insectos, roedores y otros animales, sin embargo, cualquier insecto o animal que son causados por el Inquilino, deberán ser exterminados a costo del Inquilino.
- C. Cerraduras, Candados.** Proveer candados adecuados y darles llaves inicialmente al Inquilino.
- D. Basura.** Proveer y mantener recipientes para basura en áreas comunes, y hacer arreglos para levantar regularmente la basura.
- E. Reglas.** Darle al Inquilino copias de Reglas y Regulaciones de la vivienda, procedimientos de Quejas de Inquilino, o cálculos de rentas del Inquilino al ser solicitados.
- E. Responsabilidad.** El Encargado puede ser responsable por fallo de mantener la vivienda de acuerdo con el Parafo A de esta sección.

VI. Inspecciones de Viviendas.

- A. Pre-ocupancia.** Antes que un Inquilino se mueva a una vivienda, tanto el Inquilino como el Encargado deben inspeccionar la vivienda del Inquilino para defectos o otros daños. El Inquilino y el Encargado entonces llenaran y firmaran un Reporte de Inspección de Vivienda; tanto el Inquilino como el Encargado recibirán copias. Al firmar el reporte de Inspección de la Vivienda, el Inquilino está de acuerdo que el está satisfecho con la condición de la vivienda y que el Encargado no será requerido a volver a pintar, o emplastar o hacer algun otro trabajo, con excepción de los artículos especificados en el reporte. Si la necesidad surge después de dicho trabajo en esta tenencia, sin culpa del Inquilino, el Encargado está obligado a hacer dicho trabajo.
- B. Terminación.** Cuando el Inquilino desocupa la vivienda, el Inquilino y el Encargado inspeccionaran la vivienda, llenará y firmará una Inspección de Vivienda por segunda vez. Es la obligación del Inquilino dejar la vivienda en buena condición como la recibió, con excepción del desgaste normal. Este segundo reporte evalúa si acaso el Inquilino ha dañado, no ha limpiado la vivienda, y cualquier dinero rebajado del Depósito de Seguridad del Inquilino será basado en ese reporte. En caso que el Inquilino de terminación a este convenio sin una inspección, el Encargado hara la inspección y le avisara al Inquilino de cualquier cargos que deberan ser rebajados del deposito en acuerdo con el Artículo VII de este convenio.
- C. Inspecciones Adicionales.** El Encargado puede entrar a la vivienda del Inquilino a horas razonables, para inspecciones, reparaciones, probables Inquilinos, probables compradores, y otras personas autorizadas, con el previo consentimiento del Inquilino. El Inquilino no debe ser irrazonable y negar el permiso. El Encargado no tiene que dar aviso previo cuando ocurra una emergencia o cuando el Inquilino abandona la vivienda. Cuando el Encargado entra en una emergencia durante la ausencia del Inquilino, el Encargado debe dejar un aviso por escrito por la razón de la entrada y identificar la persona(s) que entraron.

VII. Seguridad/Depósito de Daños.

- A. Cantidad.** El Inquilino debe pagar un Depósito de Seguridad de \$150.00. Si el Inquilino es elegible para la Asistencia de Renta y enseña que el Inquilino no puede pagar todo el Depósito de Seguridad, el Encargado hara un programa de pagos mensuales razonables en acuerdo con las regulaciones del FmHA.
- B. Donde se Guarda.** El Depósito de Seguridad será puesto por el Encargado en una cuenta de confianza en el Banco West One, cual dirección es Caldwell, Idaho.
- C. Obligación del Inquilino.** Cuando el Inquilino deje la vivienda, el Encargado puede retener una porción o todo el depósito para los siguientes gastos:
 - 1. Cualquier renta que deba el Inquilino será rebajada.
 - 2. Cualquier llave que no sea entregada resultará en rebajarle \$1.00.
 - 3. Cualquier costo sufrido a causa que el Inquilino no haya dejado la vivienda razonablemente limpia, por daños causados a la vivienda sin contar el desgaste normal, o por muebles y equipo perdido seran pagados por el Inquilino. Determinación de dicho costo serán basado en la revisión de los dos (2) reportes de Inspección. Si la vivienda no está limpia, el costo de limpieza sera rebajado.
- D. Re-emboisos.** El Inquilino debe proveer al Arrendador con una dirección para envío futuro de correo para que el Encargado le envíe su Depósito de Seguridad. El Encargado le devolverá el deposito dentro de 30 días, y le mandará una declaración total especificando motivos porque retuvo parte o todo el depósito y una lista de los artículos y su costo. Si el Inquilino no provee al Encargado con un dirección futura, el Encargado mandara el deposito y/o le declaración a la última dirección que el Inquilino tenia.
- E. Costos Adicionales.** El Encargado tiene el derecho de demandar al Inquilino en una corte del estado para recobrar renta que se debe o cargos atrasados, tambien el costo de limpieza, reparaciones o reemplazos en exceso del Depósito de Seguridad, si el Encargado archiva la demanda, o si la corte determina que el Encargado tiene derecho, el Inquilino puede ser requerido tambien a pagar los costos de la corte y abogado.

VIII. Reparaciones.

- A. Responsabilidad del Inquilino.** El Inquilino debe pagar el costo de reparaciones por cualquier daño causado por el Inquilino, o un miembro de la casa, un hùesped o animalito que pertenezca al Inquilino, familia o hùesped del Inquilino.
- B. Responsabilidad del Encargado.** El Encargado es responsable por las demás reparaciones, incluyendo artículos que se quiebran a causa de defectos o viejos. El Inquilino está de acuerdo a avisar al Encargado, por escrito, de dichas reparaciones.
- C. Emergencia.** En caso de una emergencia, el Inquilino puede causar que las reparaciones sean hecha antes de avisarle al Encargado. El Encargado hara reparaciones por fallo de calefacción, agua o condiciones donde pueda peligrar su vida dentro de veinte-cuatro (24) horas de recibir el aviso, si es posible. El Encargado restablecerá agua caliente o electricidad dentro de cuarenta-ocho (48) horas, si es posible. Una lista de costos actuales de casi todos los artículos, como ventanas, telas, cerraduras de puertas, etc. estan disponibles en la oficina. Los demas reparaciones que son las responsabilidad del Encargado serán hechas dentro de 30 días.
- D. Seguridad y Vida.** Si el Inquilino daña algo que pelagra la salud o seguridad de otros Inquilinos, y si falla en repararlo, el Encargado puede darle al Inquilino un aviso por escrito especificando cuales son las reparaciones que debe hacer. Si las reparaciones no se hacen dentro de treinta

(30) días, o antes y si una emergencia existe (ejemplo: peligro de fuego), el Encargado puede entrar a la vivienda del Inquilino, hacer reparaciones necesarias y mandarle la factura al Inquilino. El Inquilino debe pagar la factura el siguiente vencimiento de renta, a menos que el Encargado este de acuerdo por escrito a otros arreglos de pago.

- E. **Reparaciones Generales.** Si los artículos dañados por el Inquilino no peligran la salud y seguridad de otros Inquilinos, el Inquilino debe, sin embargo, hacer reparaciones necesarias. Si el Inquilino falla en esto, el Encargado puede hacer reparaciones necesarias y cobrarle al Inquilino en la manera descrita en el párrafo anterior.

IX. Terminación de Contrato.

- A. **Terminación por Inquilino.** El Inquilino puede dar por terminado este contrato por lo menos treinta (30) días por escrito.

B. **Terminación por el Encargado.** El Inquilino está de acuerdo que este contrato puede ser terminado por el Encargado, al dar aviso de acuerdo con las estatutos del Estado y Regulaciones de FmHA, cuando cualquier acción o conducta del Inquilino afecta adversamente la salud y seguridad de cualquier Inquilino o interfiere con el derecho de cualquier Inquilino al tranquilo gozo del local o interrupción de la vivencia del proyecto.

1. El Inquilino también está de acuerdo que el Encargado puede terminar este contrato por falta de pago de renta cuando sea entregado al Inquilino un aviso por escrito de tres (3) días para pagar o abandonar el local como está provisto por la ley de Idaho.
2. Este contrato puede ser terminado por el Encargado a cualquier tiempo dando aviso por escrito no menos de siete (7) días antes de la terminación, por buena causa, tal como daños serios o repetidos al local, creación de peligros físicos. Buena causa incluye ganancias de familia del Inquilino de mas ingresos de los que son permitidos por las regulaciones. Vencimiento de este contrato no será buena causa. El aviso claramente declarará las razones por la terminación, que el Inquilino tiene siete (7) días para remediar la violación y la fecha para cuando el Inquilino debe mudarse fuera de la vivienda si ella fallan en remediar la violación.
3. El Inquilino esta de acuerdo a re-embolsar al Encargado por cualquier costo incurrido en enviar, cualquier aviso requerido bajo los terminos del Parrafo 16 y si el Inquilino es culpable y se niega a desocupar el local, el Encargado puede archivar una demanda de desalojo contra el Inquilino en la corte del estado y si el Encargado prevalece en dicha demanda, el Juez puede ordenar al Inquilino a pagar todos los gastos y costos de la demanda, incluyendo costos razonables de abogado.

- X. **Procedimiento de Quejas y Apelaciones.** Si el Inquilino cree que el Encargado no ha actuado de acuerdo con el convenio de este contrato, regulaciones del FmHA, y ordenanzas locales y del estado, el Inquilino le avisará dentro de diez (10) días de lo ocurrido. Esto empieza el proceso de la queja bajo los procedimientos de Quejas y Apelaciones de Inquilino de la Administración de Casas De Rancheros. El Encargado proveerá una copia de estos procedimientos al Inquilino si el Inquilino los solicita. Una copia será puesta en la oficina de rentas del proyecto. Si es posible, el Encargado tratará de resolver las diferencia.

- XI. **Abandono.** Si la propiedad es abandonada, el encargado dispondra de ella como sea conveniente, sin ninguna responsabilidad del Encargado al Inquilino.

- XII. **No-Discriminación.** El Encargado cumplirá con las provisiones de no-discriminación del Título VI de las Actas de los Derechos Civiles de 1964. Ninguna persona se le negara alquiler ni de ninguna manera se discriminara contra por causa de raza, color, nacionalidad de origen, religión, sexo, edad, estado civil, físico o incapacidad mental, o cualquier otra clasificación arbitraria. Cualquier queja de discriminación debe ser dirigida al secretario de Agricultura, o a la oficina de Oportunidades Iguales, U.S.D.A.

- XIII. **Costos Legales.** Cualquier acción legal que sea resultado de este contrato y/o por ocupancia del Inquilino de la vivienda, la corte puede requerir al partido perdedor a pagar costos y tambien costos de abogados del partido vencedor.

- XIV. **Vivienda Inhabitable.** Si la propiedad se vuelve inhabitable por razones de incendio u otros desastres naturales, el dueño o el Inquilino tiene derecho a terminar este contrato. En tal caso que el dueño decida a reparar o rehabilitar la vivienda o edificio, dicha reparación o rehabilitación debe ocurrir en un tiempo razonable.

- XV. **Claúsula de Firma.** Tanto el Encargado, sus sucesores y asignados, y el Inquilino, sus herederos, sucesores, y asignados, certifican que son legalmente capaces, han leído este contrato, y están de acuerdo a estar ligados por sus provisiones.

Inquilino

Fecha

Encargado

Fecha

**ALDEA FARMWAY
AUTORIDAD DE VIVIENDAS DE LA CIUDAD DE CALDWELL
REGLAS, REGULACIONES DE ADMINISTRACION
Y CONDICIONES DEL CONTRATO**

La Autoridad de Viviendas de la Ciudad de Caldwell maneja y mantiene el Proyecto de Viviendas Aldea Farmway con el propósito de proveer hogares decentes, seguras y sanitarias para los trabajadores domésticos agrícolas y sus familias.

Reglas y Regulaciones. Todos los Inquilinos recibirán una copia de las Reglas y Regulaciones del proyecto antes que firme el Inquilino el convenio de alquiler. Al firmar el convenio el Inquilino concuerda en obedecer estas reglas. El Encargado puede cambiar las Reglas y Regulaciones solamente después de haber dado al Inquilino notificación por escrito treinta (30) días de antemano y una oportunidad para ofrecer sus comentarios o sugerencias. Por Regulaciones Federales, todas las reglas tienen que ser aprobadas por el FmHA y no se puede cambiar mas que una vez al año a menos que haya una emergencia. Una violación de dichas Reglas y Regulaciones constituye falta a los términos de este contrato y puede ser considerado base para desalquilar.

I. Elegibilidad

- A. **Empleo.** Inquilinos del Proyecto de Viviendas tienen que ser elegibles según la definición de las normas de la Administración de Viviendas Agrícolas (FmHA Directiva 1944-D). Esta Directiva declara que un Inquilino elegible tiene que ser un trabajador doméstico agrícola. Una persona que recibe la mayor parte/o considerable de sus ingresos al trabajar en labor agrícola (que no sea el ranchero mismo) en los Estados Unidos, las Islas Virgenes, o Puerto Rico y sea un ciudadano de los Estados Unidos, or reside en los Estados Unidos, Puerto Rico, o las Islas Virgenes después de ser admitido legalmente para residencia permanente. Esta definición puede incluir los miembros de la familia inmediata de tales personas.
- B. **Labor Agrícola.** Instrucción de FmHA 1944-D además define Labor Agrícola como sigue: Con respeto a la subparte, labor agrícola incluye servicios conectados con el cultivar la tierra, crear o cosechar cualquier producto de la agricultura o cultivación acuática; juntar, enredar, manejar o plantar, secar, empacar, revisar, almacenar, o preservar en su estado no fabricado cualquier producto agrícola o acuático; o entregar a la bodega, mercado, o transportadores que llevan al mercado o plantas de fabricación cualquier producto agrícola o acuático.
- C. **Elegibilidad Económica.** Sera la responsabilidad del Inquilino a suministrar a la Administración con confirmación del empleo que sea exacta y que se pueda verificar y información que documente la cantidad de ingresos que se proyecta ganar la casa del Inquilino. Cierta cantidad de viviendas para alquilar de Farmway Village serán elegibles para pagos de Asistencia de Renta que reducirán la cantidad de renta que tiene que pagar el Inquilino. Es la responsabilidad del Inquilino a suministrar al proyecto de viviendas con documentación que verifica su elegibilidad. Elegibilidad de las persona(s) antedichas para ocupar la unidad se determina por medio de la información provista por el Inquilino al Encargado en cuanto a edad, ingresos o tamaño de familia. Se requiere que el Inquilino notifique al Encargado de cualquier cambios en ingresos ajustados o tamaño de la familia.
- D. **Cuidado Propio.** Para ser elegible, los Inquilinos tienen que ser capaces de cuidarse a si mismo como se requiere en las regulaciones del FmHA.
- E. **Ingresos Máximos.** Las regulaciones de FmHA requiere que, si los ingresos ajustados de familia exceden la máxima cantidad permitida como se defina periodicamente por la Farmers Home Administration para Idaho, el Inquilino ya no sera elegible para ocupancia en el proyecto, y puede ser que le digan que se vaya dentro de 30 días o cuando este contrato termine, lo que suceda mas tarde.
- F. **Empleo.** El Inquilino está de acuerdo si los ingresos domésticos (de familia) dejan de ser substancialmente de trabajo agrícola por razones aparte de incapacidad o jubilación, el Inquilino pronto desocupara la vivienda despues de dar notificación apropiada al dueño.
- G. **Visitas (Huésped).** Cualquier persona que se quede en la vivienda sin ser alistado en el contrato será considerado como huésped. La vivienda debe ser usada nada mas como una vivienda privada del Inquilino y no debe ser sub-rentada o recoger huéspedes. Si un huésped se queda mas de catorce (14) días en un período de cuarenta y cinco (45) días, los ingresos de ese huésped serán considerados en recalcular la continuación de renta del Inquilino, pero no sera recalculada si dicho huésped reside en la vivienda para atender al Inquilino durante una enfermedad o recuperacion de un accidente o lesión.

II. Renta.

- A. **Fechas de Pagos.** La renta es pagada por adelantado el primer día de cada mes en la oficina de la Autoridad de Viviendas durante las horas regulares de negocio. Pagos hechos por cheques o giros deben hacerlos a la Autoridad de Viviendas de Caldwell.
- B. **Suplemento de Renta.** El arrendador ha entrado en un contrato con FmHA, que provee que la FmHA pagará una porción de la renta en nombre de un Inquilino que califique conforme a la Rectificación de la Acta de Viviendas de los Estados Unidos de 1937.
- C. **Aumento de Renta.** La FmHA puede permitir un aumento en renta basica y mercado, debida a aumentos en costos. El arrendador le notificara al Inquilino por lo menos treinta (30) días antes que el aumento de renta sea efectivo, conforme a la Regulación de FmHA, 7 CFR 1930 Exhibit C-2.
- D. **Contribución del Inquilino (Asistencia de Renta solamente).** Contribución del Inquilino es la porcion de renta que es pagada por el Inquilino.
- E. **Cambios de la Contribución del Inquilino.** La contribución del Inquilino puede ser aumentada o bajada por cambios de ingresos de la familia o nombres y edades de personas que viven en la vivienda. Como resultado de estos cambios, la contribución mensual del Inquilino puede ser tan alta como la renta basica a menos que estos cambios y cantidades sean aprobados por FmHA.
- F. **Presentar Informe de Cambios.** El Inquilino debe inmediatamente informar al Encargado de cualquier cambio permanente en los ingresos totales mensuales del Inquilino y familia o del numero y edades de personas en la vivienda. Si el Inquilino recibe ayuda (subsidio de renta) a la que el/ella no tenga derecho, el Inquilino puede ser requerido a pagar estas cantidades.
- G. **Ocupancia Permanente.** Si el Inquilino está ausente de la Vivienda por mas de sesenta (60) días consecutivos por razones otras que no sean de salud o emergencia, la contribución del Inquilino sera aumentada a la renta básica por mes por el período de dicha ausencia excediendo sesenta (60) días. Despues de dichos sesenta (60) de ausencia, el Encargado puede suspender la asistencia del Inquilino o asignarle a otro Inquilino elegible el local. El encargado no garantiza que el Inquilino vuelva a ocupar la vivienda cuando el/ella regrese. Si dicha ausencia continua mas all de sesenta (60) días, el Encargado puede dar término a este contrato.

- H. **Terminación de Asistencia de Renta.** El Inquilino debe entender que se hará todo esfuerzo para proveer asistencia de renta mientras que el Inquilino siga siendo elegible y el Convenio de Asistencia de Renta entre el Encargado y la FmHA siga en efecto. Pero, si esta asistencia fuera terminada, el Inquilino puede hacer arreglos para terminar este contrato, dando aviso apropiado como está sentado en otro lado de este contrato.
- I. **Recertificación.** El Encargado calculará de nuevo la Contribución y Elegibilidad del Inquilino una vez por año, o antes si algunos de los cambios anotados arriba ocurren. El Inquilino proveerá al encargado con una verificación de ingresos satisfactorio para el y otros ocupantes de la vivienda.
- J. **Representación Falsa.** Si el Inquilino representa en falso datos en los cuales determinaciones de Contribución de Inquilino y elegibilidad son basadas, el Inquilino deberá de pagar todos los subsidios de renta al cual el Inquilino no tenía derecho. Falsa representación de datos usados para determinar la elegibilidad del Inquilino puede ser considerado material incumplido de este contrato.
- K. **Ajuste de Lista.** Cualquier ajuste en la Contribución del Inquilino causados por cambios en ingresos de familia, o en el número y edades de personas en la vivienda, tomara efecto en la fecha siguiente que se venza la renta.
- L. **Cargos Atrasados.** El Encargado puede imponer cargos atrasados si la renta incluyendo la Contribución del Inquilino es pagada diez (10) días tarde. El cargo por el pago atrasado es hasta \$10.00. No se impondrán cargos atrasados donde el Inquilino establezca que su cheque de welfare (salud y bienestar) está retrasado.
- M. **Subención de Utilidades.** Si el Inquilino recibe asistencia de renta, contribución mensual total del Inquilino, incluyendo utilidades, sera determinado a segun la última forma FmHA Form 1944-B adjunto a esto. Si el Inquilino paga parte o todas las utilidades directo (no incluyendo teléfono o cable) una subvención de utilidades será reducido de su pago mensual para la Contribución de Inquilino y utilidades. Si la Contribución mensual neta del Inquilino fuera menos de cero, el Encargado pagará el exceso al Inquilino.

III. Tamaño de la Vivienda.

- A. **Tamaño de la Familia.** El tamaño de la vivienda es determinada por el número de personas o ocupantes como provee las regulaciones de FmHA.
- B. **Cambios en número de familia.** Si el tamaño de familia aumenta, el Inquilino puede pedir una vivienda mas grande, si está disponible. Si disminuye, el Encargado puede requerir al Inquilino a moverse a una vivienda mas pequeña si hay una disponible.

IV. Deberes del Inquilino.

- A. **Utilidades.** El Inquilino esta de acuerdo a pagar por el servicio eléctrico. El costo de basura, aguas residuales, y el agua pura serán pagados por el Encargado. El Inquilino no debe mal gastar las utilidades pagadas por el arrendador.
- B. **Limpieza.** El Inquilino esta de acuerdo a mantener su vivienda limpia todo el tiempo. El Inquilino será responsable de cualquier violación de los códigos de salud y seguridad causados por el Inquilino o otra persona bajo el control del Inquilino.
- C. **Seguridad.** El Inquilino no usará la vivienda por ningún propósito considerado peligroso para la salud o seguridad, de personas o propiedad.
- D. **Basura.** El Inquilino debe deshacerse de la basura regularmente en manera sanitaria. El Encargado provee facilidades para disponer de la basura de la casa y desechos. Es la responsabilidad del Inquilino asegurarse que la basura este puesta en el recipiente de la basura apropiadamente. Toda basura debe ser envuelta en una bolsa de plastico amarrada para eliminar problemas con malos olores y insectos. El Inquilino no debe permitir a niños que no alcansen el recipiente de basura a tirar la basura.
- E. **Uso de Propiedad.** El Inquilino debe usar la propiedad del proyecto apropiadamente, incluyendo calentadores, plomeria, artefactos electrodomesticos, y cualquier otros articulos. El Inquilino no debe dañar o mover nada de la propiedad del Arrendador o permitir que otra persona lo haga. El Inquilino debe pagar por cualquier daño causado por el Inquilino, familia del Inquilino o cualquier persona(s) invitada por el Inquilino a la propiedad del proyecto.
- F. **Molestia.** El Inquilino no debe hacer nada que interfiera con el derecho de otros Inquilinos, de tener un lugar, seguro, saludable, y confortable para vivir, y que no perturbe el tranquilo placer de sus viviendas.
- G. **Instalaciones.** El Inquilino no debe unir nada al edificio de su vivienda, no construir cercas, sin una previa aprobación y por escrito del Encargado; la previa aprobación no será negada irrazonablemente. El Inquilino debera quitar dichos artículos cuando se vaya el Inquilino, sin causar daños a la propiedad del Arrendador, a menos que el Arrendador permita que se queden.
- H. **Cambios.** El Inquilino no debe cambiar, pintar, de ninguna manera cambiar la propiedad, incluyendo cerraduras de puertas, instalaciones de cerraduras adicionales sin la previa aprobación por escrito del Encargado, previa aprobación por escrito no será negada irrazonablemente.
- I. **Animalitos.** El Inquilino no debe tener animalitos, con excepción que el Inquilino puede tener un animalito que vea y oiga como sea necesitado para dicho Inquilino.
- J. **Vehículos.** Se les proporcionará estacionamiento para dos (2) vehículos. El espacio será limitado para carros de pasajeros y trocas de tamaño normal. Todo vehículo adicional debe ser estacionado en areas designadas por la administración. Todo vehículo propiedad de los Inquilinos deben ser registrados en la oficina. Los Inquilinos no deben usar los espacios de estacionar como area para reparación de sus vehículos. Los Inquilinos deben usar areas designadas por la Administración para reparaciones con la aprobación de la Administración. Carros que no sean operables o carros inservibles, no serán permitidos en los estacionamientos. A los Inquilinos se les dará la oportunidad de mover sus vehiculos inoperables o la Administración los moverá al costo del Inquilino.
- K. **Patios.** Los patios no se usaran como areas de almacen. Solamente muebles de patio y parrillas de barbacoa y bicicletas pueden estar almacenados en los patios.
- L. **Mantenimiento General.** El Encargado reservá el derecho de limpiar las areas que el Inquilino es responsable de mantener. Se les mandara una factura por estos servicios a los Inquilinos. Si el Inquilino por su parte falla en mantener limpia su area que es su responsabilidad, entonces se puede considerar motivo para su expulsión.
- M. **Costos.** El Inquilino re-embolsará al Encargado cualquier costo incurrido como resultado de violaciones de parte del Inquilino de cualquier obligacion en esta Seccion 9.
- N. **Excepciones.** Si el Encargado concede un permiso especial o falla a imponer estas deberes encontra de algunos Inquilinos, esto no quiere decir que el Inquilino no esté ligado por ellos. Si el Inquilino tiene un problema o preocupación, favor de discutirlo con el Encargado.

V. Obligaciones del Arrendamiento. En adición a otras obligaciones en este contrato, el Encargado está de acuerdo a lo siguiente:

- A. Mantenimiento.** Mantener la vivienda del edificio y las áreas de la comunidad en una condición decente, segura, y sanitaria, y cumplir con todos los códigos locales y Regulaciones Federates que sean aplicables.
- B. Infestaciones (Plagas).** Exterminar insectos, rodentes y otros animales, sin embargo, cualquier insecto o animal que son causados por el Inquilino, deberán ser exterminados a costo del Inquilino.
- C. Cerraduras, Candados.** Proveer candados adecuados y darles llaves inicialmente al Inquilino.
- D. Basura.** Proveer y mantener recipientes para basura en áreas comunes, y hacer arreglos para levantar regularmente la basura.
- E. Reglas.** Darle al Inquilino copias de Reglas y Regulaciones de la vivienda, procedimientos de Quejas de Inquilino, o cálculos de rentas del Inquilino al ser solicitados.
- E. Responsabilidad.** El Encargado puede ser responsable por fallo de mantener la vivienda de acuerdo con el Parafo A de esta sección.

VI. Inspecciones de Viviendas.

- A. Pre-ocupancia.** Antes que un Inquilino se mueva a una vivienda, tanto el Inquilino como el Encargado deben inspeccionar la vivienda del Inquilino para defectos o otros daños. El Inquilino y el Encargado entonces llenaran y firmaran un Reporte de Inspección de Vivienda; tanto el Inquilino como el Encargado recibirán copias. Al firmar el reporte de Inspección de la Vivienda, el Inquilino está de acuerdo que el está satisfecho con la condición de la vivienda y que el Encargado no será requiendo a volver a pintar, o emplastar o hacer algun otro trabajo, con excepcion de los artículos especificados en el reporte. Si la necesidad surge después de dicho trabajo en esta tenencia, sin culpa del Inquilino, el Encargado está obligado a hacer dicho trabajo.
- B. Terminación.** Cuando el Inquilino desocupa la vivienda, el Inquilino y el Encargado inspeccionaran la vivienda, llenará y firmará una Inspección de Vivienda por segunda vez. Es la obligación del Inquilino dejar la vivienda en buena condición como la recibo, con excepción del desgaste normal. Este segundo reporte evalúa si acaso el Inquilino ha dañado, no ha limpiado la vivienda, y cualquier dinero rebajado del Depósito de Seguridad del Inquilino será basado en ese reporte. En caso que el Inquilino de terminación a este convenio sin una inspección, el Encargado hara la inspección y le avisara al Inquilino de cualquier cargos que deberan ser rebajados del deposito en acuerdo con el Artículo VII de este convenio.
- C. Inspecciones Adicionales.** El Encargado puede entrar a la vivienda del Inquilino a horas razonables, para inspecciones, reparaciones, probables Inquilinos, probables compradores, y otras personas autorizadas, con el previo consentimiento del Inquilino. El Inquilino no debe ser irrazonable y negar el permiso. El Encargado no tiene que dar aviso previo cuando ocurra una emergencia o cuando el Inquilino abandona la vivienda. Cuando el Encargado entra en una emergencia durante la ausencia del Inquilino, el Encargado debe dejar un aviso por escrito por la razón de la entrada y identificar la persona(s) que entraron.

VII. Seguridad/Depósito de Daños.

- A. Cantidad.** El Inquilino debe pagar un Depósito de Seguridad de \$150.00. Si el Inquilino es elegible para la Asistencia de Renta y enseña que el Inquilino no puede pagar todo el Depósito de Seguridad, el Encargado hara un programa de pagos mensuales razonables en acuerdo con las regulaciones del FmHA.
- B. Donde se Guarda.** El Depósito de Seguridad será puesto por el Encargado en una cuenta de confianza en el Banco West One, cual dirección es Caldwell, Idaho.
- C. Obligación del Inquilino.** Cuando el Inquilino deje la vivienda, el Encargado puede retener una porción o todo el depósito para los siguientes gastos:
 - 1. Cualquier renta que deba el Inquilino será rebajada.
 - 2. Cualquier llave que no sea entregada resultará en rebajarle \$1.00;
 - 3. Cualquier costo sufrido a causa que el Inquilino no haya dejado la vivienda razonablemente limpia, por daños causados a la vivienda sin contar el desgaste normal, o por muebles y equipo perdido seran pagados por el Inquilino. Determinación de dicho costo serán basado en la revisión de los dos (2) reportes de Inspección. Si la vivienda no está limpia, el costo de limpieza sera rebajado.
- D. Re-embolsos.** El Inquilino debe proveer al Arrendador con una dirección para envío futuro de correo para que el Encargado le envíe su Depósito de Seguridad. El Encargado le devolverá el deposito dentro de 30 días, y le mandará una declaración total especificando motivos porque retuvo parte o todo el depósito y una lista de los artículos y su costo. Si el Inquilino no provee al Encargado con un dirección futura, el Encargado mandara el deposito y/o le declaración a la última dirección que el Inquilino tenia.
- E. Costos Adicionales.** El Encargado tiene el derecho de demandar al Inquilino en una corte del estado para recobrar renta que se debe o cargos atrasados, tambien el costo de limpieza, reparaciones o reemplazos en exceso del Depósito de Seguridad, si el Encargado archiva la demanda, o si la corte determina que el Encargado tiene derecho, el Inquilino pueda ser requerido tambien a pagar los costos de la corte y abogado.

VIII. Reparaciones.

- A. Responsabilidad del Inquilino.** El Inquilino debe pagar el costo de reparaciones por cualquier daño causado por el Inquilino, o un miembro de la casa, un hñesped o animalito que pertenezca al Inquilino, familia o hñesped del Inquilino.
- B. Responsabilidad del Encargado.** El Encargado es responsable por las demás reparaciones, incluyendo artículos que se quiebren a causa de defectos o viejos. El Inquilino está de acuerdo a avisar al Encargado, por escrito, de dichas reparaciones.
- C. Emergencia.** En caso de una emergencia, el Inquilino puede causar que las reparaciones sean hecha antes de avisarle al Encargado. El Encargado hara reparaciones por fallo de calefacción, agua o condiciones donde pueda peligrar su vida dentro de veinte-cuatro (24) horas de recibir el aviso, si es posible. El Encargado restablecerá agua caliente o electricidad dentro de cuarenta-ocho (48) horas, si es posible. Una lista de costos actuales de casi todos los artículos, como ventanas, telas, cerraduras de puertas, etc. estan disponibles en la oficina. Los demas reparaciones que son las responsabilidad del Encargado serán hechas dentro de 30 días.
- D. Seguridad y Vida.** Si el Inquilino daña algo que peligra la salud o seguridad de otros Inquilinos, y si falla en repararlo, el Encargado puede darle al Inquilino un aviso por escrito especificando cuales son las reparaciones que debe hacer. Si las reparaciones no se hacen dentro de treinta

(30) días, o antes y si una emergencia existe (ejemplo: peligro de fuego), el Encargado puede entrar a la vivienda del Inquilino, hacer reparaciones necesarias y mandarle la factura al Inquilino. El Inquilino debe pagar la factura el siguiente vencimiento de renta, a menos que el Encargado este de acuerdo por escrito a otros arreglos de pago.

- E. **Reparaciones Generales.** Si los artículos dañados por el Inquilino no peligran la salud y seguridad de otros Inquilinos, el Inquilino debe, sin embargo, hacer reparaciones necesarias. Si el Inquilino falla en esto, el Encargado puede hacer reparaciones necesarias y cobrarle al Inquilino en la manera descrita en el parrafo anterior.

IX. Terminación de Contrato.

- A. **Terminación por Inquilino.** El Inquilino puede dar por terminado este contrato por lo menos treinta (30) días por escrito.
- B. **Terminación por el Encargado.** El Inquilino está de acuerdo que este contrato puede ser terminado por el Encargado, al dar aviso de acuerdo con las estatutos del Estado y Regulaciones de FmHA, cuando cualquier acción o conducta del Inquilino afecta adversamente la salud y seguridad de cualquier Inquilino o interfiera con el derecho de cualquier Inquilino al tranquilo gozo del local o interrupción de la vivencia del proyecto.
1. El Inquilino también está de acuerdo que el Encargado puede terminar este contrato por falta de pago de renta cuando sea entregado al Inquilino un aviso por escrito de tres (3) días para pagar o abandonar el local como está provisto por la ley de Idaho.
 2. Este contrato puede ser terminado por el Encargado a cualquier tiempo dando aviso por escrito no menos de siete (7) días antes de la terminación, por buena causa, tal como daños serios o repetidos al local, creación de peligros físicos. Buena causa incluye ganancias de familia del Inquilino de mas ingresos de los que son permitidos por las regulaciones. Vencimiento de este contrato no será buena causa. El aviso claramente declarará las razones por la terminación, que el Inquilino tiene siete (7) días para remediar la violación y la fecha para cuando el Inquilino debe mudarse fuera de la vivienda si el/ella fallan en remediar la violación.
 3. El Inquilino esta de acuerdo a re-embolsar al Encargado por cualquier costo incurrido en enviar, cualquier aviso requerido bajo los terminos del Parrafo 16 y si el Inquilino es culpable y se niega a desocupar el local, el Encargado puede archivar una demanda de desalojo contra el Inquilino en la corte del estado y si el Encargado prevalece en dicha demanda, el Juez puede ordenar al Inquilino a pagar todos los gastos y costos de la demanda, incluyendo costos razonables de abogado.

- X. **Procedimiento de Quejas y Apelaciones.** Si el Inquilino cree que el Encargado no ha actuado de acuerdo con el convenio de este contrato, regulaciones del FmHA, y ordenanzas locales y del estado, el Inquilino le avisará dentro de diez (10) días de lo ocurrido. Esto empieza el proceso de la queja bajo los procedimientos de Quejas y Apelaciones de Inquilino de la Administración de Casas De Rancheros. El Encargado proveerá una copia de estos procedimientos al Inquilino si el Inquilino los solicita. Una copia será puesta en la oficina de rentas del proyecto. Si es posible, el Encargado tratará de resolver las diferencia.

- XI. **Abandono.** Si la propiedad es abandonada, el encargado dispondra de ella como sea conveniente, sin ninguna responsabilidad del Encargado al Inquilino.

- XII. **No-Discriminación.** El Encargado cumplirá con las provisiones de no-discriminación del Titulo VI de las Actas de los Derechos Civiles de 1964. Ninguna persona se le negara alquiler ni de ninguna manera se discriminara contra por causa de raza, color, nacionalidad de origen, religión, sexo, edad, estado civil, fisico o incapacidad mental, o cualquier otra clasificación arbitraria. Cualquier queja de discriminación debe ser dirigida al secretario de Agricultura, o a la oficina de Oportunidades Iguales, U.S.D.A.

- XIII. **Costos Legales.** Cualquier acción legal que sea resultado de este contrato y/o por ocupancia del Inquilino de la vivienda, la corte puede requerir al partido perdedor a pagar costos y tambien costos de abogados del partido vencedor.

- XIV. **Vivienda Inhabitable.** Si la propiedad se vuelve inhabitable por razones de incendio u otros desastres naturales, el dueño o el Inquilino tiene derecho a terminar este contrato. En tal caso que el dueño decida a reparar o rehabilitar la vivienda o edificio, dicha reparación o rehabilitación debe ocurrir en un tiempo razonable.

- XV. **Claúsula de Firma.** Tanto el Encargado, sus sucesores y asignados, y el Inquilino, sus herederos, sucesores, y asignados, certifican que son legalmente capaces, han leído este contrato, y están de acuerdo a estar ligados por sus provisiones.

Inquilino

Fecha

Encargado

Fecha

FARMWAY VILLAGE HOUSING AUTHORITY OF THE CITY OF CALDWELL MANAGEMENT RULES, REGULATIONS AND LEASE CONDITIONS

The Housing Authority of the City of Caldwell operates and maintains the Farmway Village Housing Project for the purpose of providing decent, safe and sanitary housing for domestic farm laborers and their families.

Rules and Regulations. All Tenants will receive a copy of project Rules and Regulations before the Tenant signs a lease agreement. By signing the lease the Tenant agrees to abide by these rules. The Landlord may change the Rules and Regulations, but only after giving the Tenant thirty (30) days written notice and an opportunity to offer comments and suggestions. By Federal Regulations, all rules must be approved by FmHA and may not be changed more than once a year unless there is an emergency. A violation of said Rules and Regulations shall constitute a default under the terms of this lease and can be considered cause for eviction.

I. ELIGIBILITY.

- A. Employment Status.** Tenants of the housing project must be eligible as defined by the Farmers Home Administration guidelines (FmHA Instruction 1944-D). This instruction states that an eligible tenant must be a "domestic farm laborer. A person who receives a substantial portion of his or her income performing farm labor employment (not self-employed) in the United States, Puerto Rico, or the Virgin Islands either is a citizen of the United State, or resides in the United States, Puerto Rico, or the Virgin Islands, after being legally admitted for permanent residence. This definition may include the immediate family members residing of such a persons."
- B. Farm labor.** FmHA Instruction 1944-D further defines Farm Labor as follows: "For purposes of this sub-part, farm labor includes services in connection with cultivating the soil, raising or harvesting any agriculture or aquaculture commodity; or in catching netting, handling, planting, drying, packing, grading, storing, or preserving in its unmanufactured state any agriculture or aquaculture commodity; or delivering to storage, market, or a carrier for transportation to market or to processing any agricultural or aquacultural commodity."
- C. Income Eligibility.** It shall be the Tenants responsibility to provide the management with accurate, verifiable employment and other information that will document the amount of income that the Tenant household is projected to earn. A certain number of the rental units at Farmway Village will be eligible for a subsidy payment that will reduce the amount of rent that a tenant must pay. It is the Tenants responsibility to provide the management of the housing project with documentation verifying eligibility. Eligibility of the above person(s) to be occupant(s) of the unit is determined by the information provided by Tenant to Landlord regarding age, income or family size. Tenant is required to notify the Landlord of any changes in adjusted income or family size.
- D. Self Care.** To be eligible, occupant(s) must be capable of self-care as required by FmHA regulations.
- E. Maximum Income.** FmHA regulations require that, should Tenant's adjusted family income exceed the maximum allowable adjusted income as defined periodically by the Farmers Home Administration for Idaho, Tenant will no longer be eligible for occupancy in the project and may be asked to leave within 30 days or when this lease ends, whichever is later.
- F. Employment Status.** Tenant agrees that if Tenant's household income ceases to be substantially from farm labor for reasons other than disability or retirement, Tenant will promptly vacate Landlord's dwelling after proper notification by the owner.
- G. Guests.** Anyone who stays in the unit and is not listed on this lease will be treated as a guest. The unit is to be used only as a Tenant's private dwelling, and Tenant may not sublease or take in lodgers. If a guest stays longer than 14 days in a 45 day period, that guest's income may be considered in recalculating Tenant's rent contribution but will not be recalculated if such guest resides in the unit in order to assist Tenant during sickness or recovery from injury.

II. Rent.

- A. Payment Dates.** The monthly rent is payable in advance on the first of each month at the Housing Authority office during regular business hours. Payments made by check or money order should be made payable to the Housing Authority of the City of Caldwell.
- B. Rent Supplement.** The Landlord has entered into a contract with FmHA, which provides that FmHA will pay a portion of the rent on behalf of qualified Tenants, pursuant to the United States Housing Act of 1937, as amended.
- C. Rent Increases.** FmHA may permit an increase in basic and market rents due to increasing costs. Landlord shall notify Tenant at least thirty (30) days before an increase in rent becomes effective, pursuant to FmHA Regulation, 7 CFR 1930 Exhibit C-2.
- D. Tenant Contribution (Rental Assistance Only).** Tenant Contribution is that portion of the rent which is paid by the Tenant.
- E. Tenant Contribution changes.** Tenant contribution may be increased or decreased because of changes in Tenant's household income or the number and ages of the people living in the unit. As a result of these changes, monthly Tenant Contribution may be as high as the basic rent, unless FmHA approves a change in these amounts.
- F. Reporting Changes.** Tenant shall immediately inform Landlord of any permanent changes in Tenant's gross monthly household income or in the number and ages of the people in the unit. Should Tenant receive rent subsidy to which he/she is not entitled, Tenant may be required to repay these amounts.
- G. Permanent Occupancy.** If Tenant is absent from the unit for more than 60 consecutive days for reasons other than health or emergency, Tenant Contribution will be raised to the basic rent amount per month for the period of such absence exceeding 60 days. After such 60 day absence Landlord may suspend Tenant's rental assistance or assign it to another eligible tenant. Landlord cannot guarantee that Tenant may re-occupy the unit when he/she returns. If such absence continues beyond 60 days, Landlord may terminate this lease.

- H. Termination of Rental Assistance.** Tenant understands that every effort will be made to provide rental assistance so long as Tenant remains eligible and the rental assistance agreement between Landlord and FmHA remains in effect. However, should this assistance be terminated, Tenant may arrange to terminate this lease, giving proper notice as set forth elsewhere in this lease.
- I. Recertification.** Landlord will recalculate Tenant Contribution and Eligibility once a year, or sooner if any of the changes listed above occur. Tenant shall provide Landlord with a satisfactory income verification for himself and other unit occupants.
- J. Misrepresentation.** If Tenant misrepresents the facts upon which Tenant Contributions and eligibility determinations are made, Tenant shall repay all rent subsidies to which Tenant was not entitled. Intentional misrepresentation may subject Tenant to federal penalties. Intentional misrepresentation of facts used to determine Tenant eligibility may also be considered material non-compliance of this lease.
- K. Adjustment Schedule.** Any adjustment in Tenant Contribution caused by a change in household income, or in the number and ages of the people in the unit, will be effective on the next rental due date.
- L. Late Charge.** Landlord may assess a late charge if rent, including Tenant Contribution, is more than ten (10) days late. The charge for late payment will be up to \$10.00. No late charge may be assessed where Tenant establishes that his/her welfare check is late.
- M. Utility Allowance.** If Tenant receives rental assistance, total monthly Tenant Contribution, including utilities, will be as determined on the latest FmHA Form 1944-B, attached hereto. If Tenant pays any or all utilities directly (not including telephone or cable t.v.) a utility allowance will be deducted from the monthly payment for Tenant Contribution and utilities. If the Tenant's net monthly tenant contribution would be less than zero, the Landlord will pay the excess to the Tenant.

III. Size of Unit.

- A. Family Size.** The size of the unit is determined by the number of persons or occupants as provided by regulations of FmHA.
- B. Changes in Family Size.** If Tenant's family size increases, Tenant may request a larger unit, if available. If it decreases, Landlord may require Tenant to move to a smaller unit, if available.

IV. Tenant Duties.

- A. Utilities.** Tenant agrees to pay for the electrical service. The cost of the garbage, sewer and water will be paid by the Landlord. Tenant must not waste the utilities paid by Landlord.
- B. Cleaning.** Tenant agrees to keep the unit clean at all times. Tenant shall be liable for any violation of health or safety codes caused by Tenant or a person in Tenant's control.
- C. Safety.** Tenant shall not use the unit for any purpose considered dangerous to health or safety, of persons or property.
- D. Garbage.** Tenant must regularly dispose of garbage in a sanitary manner. The Landlord provides facilities for household garbage and trash. It will be the Tenants responsibility to insure that the garbage is properly placed in the dumpsters. All garbage must be enclosed in a plastic bag with the top securely tied to help eliminate problems with odors and insects. Tenants should not permit children unable to reach the dumpsters to dispose of garbage.
- E. Use of Property.** Tenant shall properly use property of the project, including heaters, plumbing, appliances, and any other items. Tenant shall not damage or remove any property of the Landlord or permit any person to do so. Tenant shall pay for any damages caused by Tenant, Tenant's family, or any person(s) Tenant invited on to project property.
- F. Nuisance.** Tenant shall not do anything which interferes with the right of other tenants to have a safe, healthy and comfortable place to live, or which disturbs the quiet enjoyment of their units.
- G. Fixtures.** Tenant must not attach anything to the unit building, or construct a fence, without Landlord's prior written approval; prior written approval will not be unreasonably withheld. Tenant must remove any such items when Tenant leaves, without damage to Landlord's property, unless Landlord permits it to remain.
- H. Alterations.** Tenant must not alter, paint, or in any way change the property, including changing of door locks or installing of additional locks without Landlord's prior written approval; prior written approval will not be unreasonably withheld.
- I. Pets.** Tenant may not have any pets, except that a Tenant may keep a seeing eye or hearing animal, as required by such Tenant.
- J. Vehicles.** Tenants will be provided parking space for two vehicles. This space will be limited to passenger vehicles and standard sized pickup trucks. Any additional vehicles must be parked in the areas designated by management. All vehicles owned by the tenants must be registered at the office. Tenants shall not use the parking stalls as an area to do maintenance on their vehicles. Tenants may use an area designated by the management for maintenance with the approval of the management. Inoperable or "junk" cars will not be allowed in the parking area. Tenants will be given an opportunity to remove inoperable vehicles or management will have them removed at the Tenants expense.
- K. Patios.** Patios shall not be used as storage areas. Only outdoor furniture, bar-b-ques and bicycles may be stored on the patios.
- L. General Maintenance.** The Landlord reserves the right to clean areas that are the Tenants responsibility to maintain. The Tenants will be billed for these services. Failure on the part of the Tenant to maintain their areas of responsibilities will be considered grounds for eviction.
- N. Costs.** Tenant shall reimburse Landlord for any costs incurred as a result of violations of Tenant of any of the obligations in this Section 9.
- M. Exceptions.** If Landlord gives special permission or fails to enforce these duties against some tenants, it does not mean that Tenant is not bound by them. If Tenant has any problems or concerns, please discuss them with Landlord.

V. Landlord's Duties. In addition to other duties in this lease, Landlord agrees to do the following:

- A. Maintenance.** Maintain the unit building and the community areas in a decent, safe, and sanitary condition, and to abide by all local codes and applicable Federal Regulations.
- B. Infestation.** Exterminate insects, rodents, and other pests, provided however, any insects or pests which are caused by Tenant shall be exterminated at Tenant's expense.
- C. Locks.** Provide adequate locks and furnish initial key(s) to Tenant.
- D. Garbage.** Provide and maintain garbage receptacles in common areas, and arrange for the regular removal of trash.
- E. Rules.** Give Tenant copies of unit rules and regulations, the tenant grievance procedure, or tenant's rent calculations upon request.
- F. Liability.** Landlord may be liable for failure to maintain the unit building in accordance with the Paragraph A. of this section.

VI. Unit Inspections.

- A. Pre-occupancy.** Before Tenant moves in, both Tenant and Landlord will inspect Tenant's unit for defects and other damage. Tenant and Landlord will then complete and sign a Unit Inspection Report; Tenant and Landlord will each receive copies. By signing the Unit Inspection Report, Tenant agrees that Tenant is satisfied with the condition of the unit and that Landlord will not be required to repaint, re-plaster, or perform any other work, except for those items specified on the report. If the need for such work arises later in the tenancy, through no fault of Tenant, the Landlord is obligated to perform such work.
- B. Termination.** When Tenant leaves the unit, Tenant and Landlord will inspect the unit and complete and sign a second Unit Inspection Report. It is Tenant's duty to leave the unit in as good a condition as received, normal wear and tear excepted. This second report will assess whether Tenant has damaged or failed to clean the unit, and any withholding of money from Tenant's security deposit will be based on this report. In the event Tenant terminates the lease agreement without an inspection, Landlord will make the inspection and will notify Tenant of any charges which are to be deducted from the deposit in accordance with item VII of this agreement.
- C. Additional Inspections.** Landlord may enter Tenant's unit, at reasonable times, for inspections, repairs, or to show the unit to prospective tenants, prospective purchasers, or other authorized persons, with Tenant's prior consent. Tenant may not unreasonably withhold permission. Landlord does not have to give prior notice when an emergency exists or when Tenant abandons the unit. When Landlord enters on an emergency basis during Tenant's absence, Landlord shall leave written notice stating the reason for entry and identifying the person(s) entering.

VII. Security/Damage Deposit.

- A. Amount.** Tenant must pay a security deposit of \$150.00. If Tenant is eligible for Rental Assistance and shows that Tenant cannot afford to pay all of the security deposit, Landlord will work out a reasonable monthly payment program in accordance with FmHA regulations.
- B. Where Kept.** Tenant's Security Deposit will be placed by Landlord in a trust account at WEST ONE BANK, whose address is Caldwell, Idaho.
- C. Tenant Duties.** When Tenant leaves the unit, Landlord may retain a portion or all of the security deposit for the following expenses:
 - 1. Any rent Tenant owes will be deducted;
 - 2. Any key not returned will result in \$1.00 being deducted;
 - 3. Any cost incurred because of Tenant's failure to leave unit reasonably clean, because of damage to the unit other than normal wear and tear, or because of missing or lost furnishings or equipment will be paid by tenant. Determination of such cost will be based on a review of the two Unit Inspection Reports. If the unit is not cleaned, the cost of cleaning will be deducted;
- D. Refunds.** Tenant must provide Landlord with a forwarding address so that Landlord can return the security deposit. Landlord will return the deposit within 30 days, or send a full statement specifying grounds for retaining any or all of the deposit along with a listing of items and their cost. If Tenant does not give Landlord a forwarding address, Landlord will send the deposit and/or statement to Tenant's last known address.
- E. Additional Costs.** Landlord has the right to sue Tenant in state court to recover any rent not paid, and late charges, along with the cost of cleaning, repairs or replacements in excess of the security deposit. If Landlord files suite, and if the court determines Landlord is right, Tenant may also be required to pay court costs and attorney fees. If Tenant sues to recover security deposit wrongly withheld and prevails, Landlord may be required to pay court costs and attorney fees.

VIII. Repairs.

- A. Tenant's Responsibility.** Tenant must pay the cost of repair for anything damaged by Tenant, a member of Tenant's household, a guest of Tenant or any pet owned by Tenant, Tenant's family or guest.
- B. Landlord's Responsibility.** Landlord is responsible for all other repairs, including those items which break down because of old age or defect. Tenant agrees to notify Landlord, in writing, about such needed repairs.
- C. Emergency.** In an emergency, Tenant may cause repairs to be made before notifying Landlord. Landlord will repair loss of heat, water, or a life threatening condition within 24 hours of receiving notice, if possible. Landlord will restore hot water or electricity within 48 hours, if possible. An up-to-date cost list of most items, such as windows, screen, door latches or knobs, etc., is available at the office. Most other repairs which are Landlord's responsibility will be performed within 30 days.
- D. Life and Safety.** If Tenant damages something which endangers the health or safety of other tenants, and fails to repair it, Landlord may serve Tenant with written notice specifying what repairs are to be made. If the repairs are not made within 30 days, or sooner if an emergency exists (example: fire hazard), Landlord may enter Tenant's unit, make necessary repairs, and bill Tenant. Tenant must pay this bill on the rent due date, unless Landlord agrees in writing to other terms of payment.

E. **General Repairs.** If the items damaged by Tenant do not endanger the health or safety of other tenants, Tenant must nevertheless make necessary repairs. If Tenant fails to do so, Landlord may make the necessary repairs and charge Tenant in the manner described in the preceding paragraph.

IX. Termination of Lease.

A. **Termination by Tenant.** Tenant may terminate this lease by giving Landlord at least thirty (30) days written notice.

B. **Termination by Landlord.** Tenant agrees that this lease may be terminated by Landlord, upon notification in accordance with Idaho State Statutes and FmHA regulations, when any action or conduct of the Tenant adversely affects the health or safety of any tenant or interferes with the right of any Tenant to the quiet enjoyment of the premises or has disrupted the livability of the project.

1. Tenant further agrees that the Landlord may terminate this lease for non-payment of rent upon giving Tenant three (3) days written notice to pay the rent or quit the premises as provided by Idaho law.
2. This lease may be terminated by Landlord at any time by the giving of written notice, not less than seven (7) days prior to termination, for good cause, such as serious or repeated damage to the premises, creation of physical hazards. Good cause includes earnings of Tenant's household of more income than permitted by regulations. Expiration of this lease shall not be good cause. The notice shall clearly state the reasons for the termination, that Tenant has seven (7) days to cure the violation and the date by which Tenant must move out of the unit if he/she fails to cure.
3. Tenant agrees to reimburse Landlord for any costs incurred in serving any notice required under the terms of the Paragraph 16 and if Tenant is in default and refuses to vacate the premises, Landlord may file an eviction suit against Tenant in state court and if Landlord prevails in such suit, the Judge may order Tenant to pay all court costs and expenses of suit, including reasonable attorney's fees.

X. **Tenant's Grievance and Appeal Procedure.** If Tenant believes that Landlord has not acted in accordance with this lease agreement, FmHA Regulations, or state and local ordinances, Tenant shall notify Landlord within ten (10) days of the occurrence. This begins the grievance process under the Farmers Home Administration's Tenant Grievance and Appeal Procedures. Landlord shall provide a copy of these procedures to Tenant if Tenant requests them. A copy shall be posted in project rental office. If at all possible Landlord will try to informally resolve out differences.

XI. **Abandonment.** Abandoned property may be disposed of by Landlord as it sees fit, without any liability incurred therefor by Landlord to the Tenant.

XII. **Nondiscrimination.** Landlord shall comply with the nondiscrimination provisions in Title VI of the Civil Rights Acts of 1964. No person shall be refused Tenancy or otherwise discriminated against because of race, color, national origin, religion, sex, age, marital status, physical or mental handicap, or any other arbitrary classification. Any discrimination complaints should be directed to the Secretary of Agriculture or to the Office of Equal Opportunity, U.S.D.A.

XIII. **Legal Costs.** In any legal action between Landlord and Tenant arising out of this lease and/or Tenant's occupation of the unit, the court may require the losing party to pay costs and attorney fees to the prevailing party.

XIV. **Uninhabitable Dwelling.** Should the property become uninhabitable because of fire or other natural disaster, the owner or the Tenant has the right to terminate the lease. Should the owner choose to repair or rehabilitate the unit or building, such repair or rehabilitation must occur with a reasonable time.

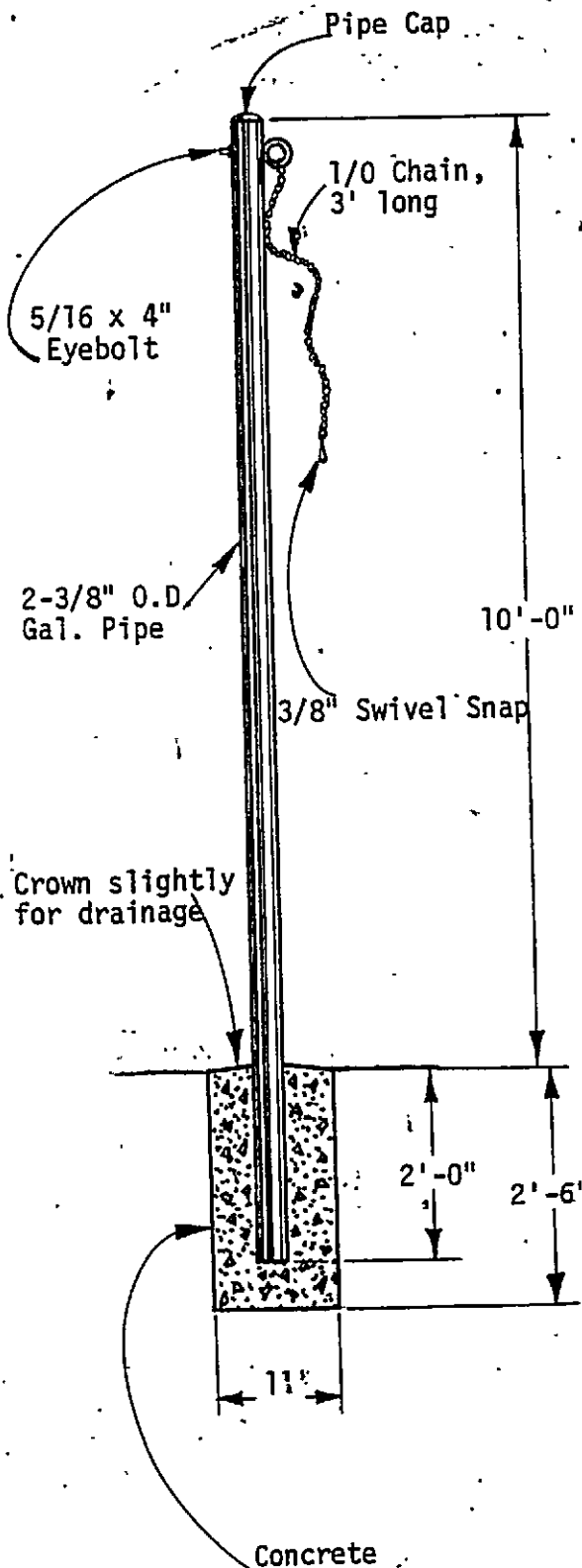
XV. **Signature Clause.** Both the Landlord, its successors and assigns, and Tenant, his heirs, successors and assigns, certify that they are legally capable, have read this lease, and agree to be bound by its provisions.

Samuel Cervantes Date 8/31/99
Tenant

Landlord Date _____

IMPORTANT

Please retain this instruction sheet in your files. It contains important maintenance instructions, as well as replacement parts information.

**PARTS LIST**

- 1 - 105-017: 2-3/8" Pipe Plug
- 1 - 573-618 2-3/8" Post (PS-18)
- 1 - 1/0 Chain 3'-0"
- 1 - 3/8" Swivel Snap
- 1 - 5/16" x 4" Eye Bolt
- 1 - 5/16" Hex Nut

GENERAL ASSEMBLY INSTRUCTIONS

1. Check each Piece CAREFULLY and REMOVE ANY SHARP PROJECTIONS that may have been caused by shipping.
2. DO NOT TIGHTEN nuts more than hand tight until ENTIRE ASSEMBLY IS COMPLETED.
3. ALL THREADED ENDS of bolts protruding BEYOND NUTS should be CUT OFF and PEENED OVER to remove any SHARP EDGE.

SPECIFIC ASSEMBLY INSTRUCTIONS

1. Dig hole and pour concrete. Allow at least 48 hours for concrete to harden.
2. If installation is on blacktop, footings should be flush with surface and crowned slightly for drainage.
3. If installed in dirt, footings should be left 3" below surface but crowned for drainage. After concrete hardens fill in with dirt. This also applies if installation is in sand, wood chips, or other soft surfaces.

MAINTENANCE INSTRUCTIONS

Check periodically for loose bolts, broken parts and replace immediately.

Addendum to the *Instructions to Assist Community Water Systems in Complying With the Public Health Security and Bioterrorism Preparedness and Response Act of 2002* (EPA 810-B-02-001, dated January 2003)

Office of Water
October 2003

www.epa.gov/safewater/security

General

EPA has prepared the following clarifications, corrections, and additions to the *Instructions to Assist Community Water Systems in Complying With the Public Health Security and Bioterrorism Preparedness and Response Act of 2002* (EPA 810-B-02-001, dated January 2003) as an addendum to these original instructions. As noted in the Instructions, EPA may make changes as experience or other circumstances warrant.

Clarifications and Corrections

Please note the following clarifications and corrections:

1. Page 4, Clarification: As mentioned in the Instructions, VA submissions need not include supporting documentation such as working papers, background or raw data, or other preparation or analytical material. However, the submission should include instructions to EPA on how to read the vulnerability assessment should it be encrypted or coded. These instructions can be submitted separately but should clearly identify the community water system's vulnerability assessment and be complete and clear.
2. Page 5, Table 1, Correction: Delete from column C the dates September 30, 2003; June 30, 2004; and December 31, 2004. Replace the dates with the following text "Six months following the completion of their vulnerability assessments." The Bioterrorism Act specifically gives community water systems six months to submit their emergency response plan certifications following the "completion" of their vulnerability assessments. EPA interprets "completion" to mean the date the vulnerability assessment and certification were sent to EPA, either the date shown on the express or courier service mailing slip if submitted in this manner, or the postmark if sent via the U.S. Postal Service.

Community water systems should be aware that if they fail to comply with their respective vulnerability assessment submittal requirements six months after their appropriate deadline date, then they may be liable for failing to comply with both the vulnerability assessment submittal requirements and the emergency response plan certification requirements of the Bioterrorism Act.

3. Page 9, Correction: replace phone numbers 202-564-9932 and 202-564-6186 with 202-564-1355.

Additional Q&A for the Instructions to Water Systems

The following frequently asked questions have been added to Section 2:

2.7 Our community water system has submitted a vulnerability assessment to EPA. We have revised and updated our vulnerability assessment since that time. Do we need to submit our vulnerability assessment updates and revisions to EPA?

Answer: No, vulnerability assessment submission and certification, plus emergency response plan certification, are one-time requirements for community water systems under the Bioterrorism Act. The Bioterrorism Act does not place any additional submittal requirements for vulnerability assessment updates and revisions. EPA highly encourages community water systems to keep their vulnerability assessments and emergency response plans up-to-date but the systems are not required to submit their revisions and updates to EPA.

However, should the community water system discover a component of its system that was omitted from its initial vulnerability assessment, and that component is required for review under the Bioterrorism Act (see Section 7.1 of the Instructions), then the vulnerability assessment as submitted to EPA was not in compliance with the Bioterrorism Act in addressing all applicable parts and an addendum should be furnished to EPA as soon as possible.

2.8 The number of people that our community water system serves is incorrectly listed in SDWIS (see Section 5 of the Instructions). Our community water system is either larger or smaller than the number shown in SDWIS. This impacts our community water system by: 1) changing the required dates for our submittal since our community water system is in a different size classification under the Bioterrorism Act; or 2) requires our community water system to comply with Bioterrorism Act requirements since we serve a population greater than 3,300 people. What should we do?

Answer: If you notice any discrepancies in SDWIS, EPA strongly recommends that you contact your state for a system-specific size assessment as soon as possible. Systems that are operated on tribal lands, in the state of Wyoming, and in the District of Columbia, should consult directly with their EPA regional office for final determination of system size. Work with your state or EPA regional office to ensure that the data you report to SDWIS is correct and then take the appropriate actions to comply with the Bioterrorism Act.

2.9 Our community water system served a population of fewer than 3,300 people prior to the July 1, 2002 date and this is correctly reflected in SDWIS. However, since that time our community water system has grown in size and we now serve a population of greater than 3,300. What are we required to do?

Answer: EPA will generally use the SDWIS data that was submitted to EPA by the states on July 1, 2002 to define a system's population size. This fixed reference date will assist EPA with tracking submissions and certifications, and determining compliance with Bioterrorism Act requirements. However, the Bioterrorism Act does not set a specific cut-off date for determining population size. Therefore, EPA strongly recommends that smaller community water systems take a conservative approach by determining if their system size will be greater than 3,300 by June 30, 2004 (the deadline for systems serving populations between 3,300 and 50,000). If system size is expected to exceed the 3,300 population threshold on or before that date, follow the Bioterrorism Act requirements. The deadline dates set forth in the Bioterrorism Act for submission of vulnerability assessments and certifications are fixed by statute and EPA cannot grant any extensions so please be aware of your system's responsibilities.

2.10 Our community has a new water system that was not listed in SDWIS as of July 1, 2002. Our new drinking water system has (or will) become operational on or before the appropriate vulnerability assessment submission deadline date for a community water system of our size. What are we required to do?

Answer: As with the question above, the Bioterrorism Act does not set a specific cut-off date for determining which systems must comply with the Act. Therefore, EPA strongly recommends that every operating community water system take a conservative approach and comply with the Bioterrorism Act requirements if they fall within any of the system sizes ranges described by the Act on or before the date submissions are due. Again, the deadline dates set forth in the Bioterrorism Act for submission of vulnerability assessments and certifications are fixed by statute and EPA cannot grant any extensions so please be aware of your system's responsibilities.

2.11 Our new community water system will become operational after our appropriate vulnerability assessment submission deadline date. What are we required to do?

Answer: New community water systems that become operational after their respective vulnerability assessment submission deadline dates do not need to meet any submittal requirements under the Bioterrorism Act. Vulnerability assessment submission and certification, plus emergency response plan certification, are one-time requirements under the Bioterrorism Act. EPA highly encourages new community water systems coming into service after the various deadline dates set in the Bioterrorism Act to

undergo vulnerability assessments and also develop emergency response plans but they are not under any federal requirement to do so. Additionally, EPA highly encourages these new community water systems to maintain any completed vulnerability assessments and emergency response plans at their systems in a secure manner.

2.12 Our community water system is a consecutive system and is included as part of an "umbrella" vulnerability assessment being submitted by our wholesale supplier. What does our system need to submit to EPA?

Answer: Even if your community water system was part of a larger "umbrella" vulnerability assessment that was conducted, it still needs to meet the submission requirements of the Bioterrorism Act (see Section 3 of the Instructions). Again, these submission requirements are:

1. Certify to EPA that the CWS conducted a VA;
2. Submit a copy of the VA to EPA; and
3. Certify to EPA that the CWS has completed an ERP.

Systems may have met requirement No. 2 (above) if a copy of the "umbrella" vulnerability assessment has already been submitted to EPA. However, the community water system must clearly identify the larger "umbrella" vulnerability assessment in which it participated along with submitting its VA certification. The system can always opt to take a conservative approach and submit another copy of the larger "umbrella" vulnerability assessment to EPA along with the VA certification.

2.13 Our community water system serves a population of fewer than 3,300 people. What are we required to do?

Answer: The Bioterrorism Act sets no requirements for community water systems serving populations of 3,300 or fewer. EPA is required to produce guidance for these small systems on how to conduct vulnerability assessments, prepare emergency response plans, and address threats from terrorist attacks or other intentional acts. This EPA guidance will be forthcoming. Community water systems serving populations of 3,300 or fewer may utilize vulnerability assessment methods or tools designed for larger water systems but are not required to do so. Completed vulnerability assessments by these small systems are not covered under any Bioterrorism Act submittal requirements. EPA encourages community water systems serving populations of 3,300 or fewer to maintain any completed vulnerability assessments and emergency response plans at their systems in a secure manner.

2.14 Must our community water system undergo a vulnerability assessment using an EPA certified methodology or tool?

Answer: EPA never certified any vulnerability assessment methodology or tool, nor does it intend to do so. EPA supported the development of a variety of methodologies or tools which meet six elements that EPA has identified as basic to any vulnerability assessment and has encouraged their use. Community water systems are free to utilize any methodology or tool that addresses all components of a water system identified under the Bioterrorism Act (see Section 7.1 of the Instructions). Community water systems should not confuse the need to certify their system's vulnerability assessment (which is a Bioterrorism Act requirement) with the need to use a certified vulnerability assessment methodology or tool (which is not a requirement).

2.15 If I complete vulnerability assessment training, am I qualified to be an assessor?

Answer: EPA has no formal policy regarding certification of vulnerability assessment training, nor does it certify trainers who are providing training. Trainers, who are providing vulnerability assessment training, may or may not provide training attendees with a certificate stating that they have successfully completed the course. A community water system needs to make its own judgment of the assessor's qualifications including the completion of vulnerability assessment training, which should consist of the six common elements of a good vulnerability assessment (see Appendix 2 of the Instructions). EPA recommends that community water systems carefully consider technical qualifications which include general security experience in risk assessments, water plant knowledge, references, and other technical qualifications.

2.16 Is there any EPA guidance on how to conduct an Emergency Response Plan?

Answer: In order to assist community water systems with their emergency response plans EPA has developed an outline that large community water systems may use (those systems serving populations of more than 100,000). Following the emergency response plan outline is voluntary and will focus on basic elements and steps that a large community water system can use to incorporate the findings of its vulnerability assessment into an emergency response plan. EPA also plans to provide emergency response plan tools for community water systems serving between 3,300 and 100,000 people and also to provide training sessions nationwide to assist community water systems in the process of preparing or updating their emergency response plans. For the latest information on emergency response plan tools and training go to <http://www.epa.gov/ogwdw/security/index.html>.



**Instructions to Assist Community Water Systems
in Complying with the
Public Health Security and Bioterrorism
Preparedness and Response Act of 2002**

Office of Water
EPA 810-B-02-001
January 2003

www.epa.gov/safewater/security

Table of Contents

Sections

1. Introduction and purpose of these Instructions
2. Instructions At-A-Glance
3. What a CWS must do to comply with requirements of the Bioterrorism Act
4. Key dates for compliance with the requirements of the Bioterrorism Act
5. Determination of the size of the population the CWS serves
6. How to Submit VA Certifications, VAs, and ERP Certifications to EPA
7. Additional Information on Vulnerability Assessments (VAs)— components of a CWS the Bioterrorism Act requires a VA to cover; guidance on a VA's elements.
8. List of Acronyms

Appendices

1. Vulnerability Assessment Certification
2. Points to consider in Vulnerability Assessments
3. Mailing label to use for courier deliveries of items submitted to EPA;
Recommended delivery address
4. Certification of Completion of an Emergency Response Plan

Instructions to Assist Community Water Systems in Complying With the Public Health Security and Bioterrorism Preparedness and Response Act of 2002

Long Title:

Instructions to community water systems: Guidance on how to comply with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 with respect to the certification and submission of Vulnerability Assessments to the US Environmental Protection Agency (EPA) and certification to EPA of completion of Emergency Response Plans.

1. Introduction and Purpose of these Instructions:

On June 12, 2002, President Bush signed the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Bioterrorism Act) into Law (PL 107-188). The Bioterrorism Act amends the Safe Drinking Water Act (SDWA) by adding section 1433. Section 1433(a) requires that certain community water systems (CWS) conduct Vulnerability Assessments (VAs), certify to EPA that the VAs were conducted, and submit a copy of the VA to EPA. Section 1433(b) requires that certain CWSs prepare or revise Emergency Response Plans (ERPs) and certify to EPA that an (ERP) has been completed.

We have prepared these *Instructions to Assist Community Water Systems in Complying With the Bioterrorism Act's* specific requirements and its deadlines for submission of VA and ERP documents.

Disclaimer: Please note that these Instructions are intended to provide information and recommendations to community water systems (CWSs) on how to comply with the Bioterrorism Act. The statutory provisions contained in the Bioterrorism Act are repeated in these Instructions and are legally binding requirements. The Instructions provided here do not substitute or expand upon these statutory requirements. Furthermore, adherence to these Instructions is not required where the discussed actions are not specifically required by the Bioterrorism Act; rather, following Instructions that are identified as suggestions are strictly voluntary for both EPA and affected CWSs. In addition, these Instructions may not apply to a particular situation based upon the circumstances. EPA decision-makers retain the discretion to adopt approaches on a case-by-case basis, which may differ from these Instructions where appropriate. Any decisions regarding a particular facility will be made based on the applicable statutory provisions. Therefore, interested parties are free to raise questions and objections about the appropriateness of the application of these Instructions to a particular situation and EPA will consider whether or not the recommendations or interpretations in the Instructions are appropriate in that situation based on the Bioterrorism Act or other relevant law. EPA may change these Instructions in the future as experience or other circumstances warrant.

2. Instructions At-A-Glance

What you, as the owner or operator of community water system should do, in brief, and where to look for additional information. (Throughout these Instructions, reference to "you" means the collective group of persons or those individuals involved in the work necessary to enable the community water system to comply with the Bioterrorism Act. This includes but is not limited to, the community water system's owner(s), operator(s), authorized representative(s), and other employees.)

The following are the most frequently asked questions concerning compliance with the Bioterrorism Act. Following each answer are notes indicating the sections of the Instructions where you can find detailed information. (The complete Instructions that follow Instructions At-A-Glance explain the things you should do to comply, in detail.)

2.1 I represent a community water system. What must I do to comply?

Answer: If you represent a community water system serving more than 3,300 people, you must:

1. Conduct a vulnerability assessment (Section 7 and Appendix 2);
2. Send a written and signed certification to EPA that the system has conducted a vulnerability assessment (Sections 6.1.1 and 6.1.2; Appendix 1);
3. send a copy of the vulnerability assessment to EPA (Sections 6.1.2 and 6.2; Appendix 3);
4. send a written certification to EPA that your system has completed an emergency response plan (Section 6.3 and Appendix 4).

2.2 The information in my vulnerability assessment is very important and sensitive. How do I make sure my submission gets to EPA safely and securely?

Answer: Follow the mailing and packaging instructions in sections 6.1.2 and 6.2. In brief, you should USE A COURIER SERVICE, send the documents to the Recommended Delivery Address in section 6.1.2, and use double envelopes and the proper package labels as discussed in section 6.2. Appendix 3 contains a mailing label for your convenience.

2.3 My system serves more than 3,300 persons. When must these actions be completed?

Answer: Systems of different sizes must comply by different deadline dates, with the largest systems required to comply by the earliest date. For example, the largest water systems—those that serve populations of 100,000 or greater—must certify to EPA that they conducted a vulnerability assessment and submit a copy of the assessment to EPA prior to March 31, 2003. Systems must also certify to EPA that they completed an emergency

response plan not later than six months after certifying the vulnerability assessment or by the dates shown in Table 1, whichever is sooner.

Smaller systems (those serving fewer than 100,000 persons) should refer to Table 1 within Section 4 to determine their deadlines for conducting and certifying vulnerability assessments, sending vulnerability assessments to EPA, and certifying emergency response plans to EPA.

- 2.4 How will EPA determine the number of people that a community water system serves, which will in turn determine the deadline with which the system must comply?**

Answer: As a general matter, EPA will use the Safe Drinking Water Information System (SDWIS) data that was submitted to EPA by the States on July 1, 2002, as the information that determines a system's population size. The information is publicly available, is maintained in EPA's Safe Drinking Water Information System, and is on file with state drinking water administrators (Section 5).

- 2.5 I am responsible for a water system owned or operated by the federal government. The system's vulnerability assessment will contain officially classified information. How should I submit the vulnerability assessment to EPA? Are there additional precautions to observe?**

Answer: EPA most strongly recommends that all US Government-classified documents, of any security classification, be hand delivered to EPA either by a representative of the government water system or by courier service. Follow the instructions in Section 6.2.1 for details.

- 2.6 Who should I call if I need more information?**

Answer: You should call the EPA Safe Drinking Water Hotline at 800-426-4791. The Hotline staff can provide additional information or refer you to the correct EPA contact person. Refer to the document number: EPA 810-B-02-001, dated January 2003.

3. **What a CWS must do to comply with requirements of the Bioterrorism Act:**

CWSs serving populations more than 3,300 persons must comply with the Bioterrorism Act. The Bioterrorism Act requires these community water systems to:

1. Conduct a VA;
2. Certify to EPA that the CWS conducted a VA;
3. Submit a copy of the VA to EPA; and
4. Certify to EPA that the CWS has completed an ERP.

With respect to the VA submission, EPA encourages you to provide an Executive Summary of the VA, which summarizes the major system vulnerabilities and planned improvements to reduce the vulnerabilities. EPA also encourages you to provide a Table of Contents describing the VA by section and page number, including a page count to allow EPA to determine if the package, as received, is complete. Both of these items are optional and are not required by the Bioterrorism Act.

VA submissions need not include supporting documentation such as working papers, background or raw data, or other preparation or analytical materials. You may omit these items; however, if you omit these items, the VA itself should be complete and clear when reviewed on its own merits.

4. Key dates for compliance with the requirements of the Bioterrorism Act:

Table 1 provides the dates by which CWSs must comply with the above requirements. A discussion of how EPA will determine the size of the CWS follows Table 1.

TABLE 1

Column A	Column B	Column C
Systems serving population* of:	Submit VA and VA Certification** prior to:	Certify ERP within 6 months of VA but no later than***:
100,000 persons or greater	March 31, 2003	September 30, 2003
50,000 to 99,999 persons	December 31, 2003	June 30, 2004
3,301 to 49,999 persons	June 30, 2004	December 31, 2004
* See also Section 6, below, for discussion of determination of system population size.	** Compliance with these deadlines is determined by the date of the postmark or the date the courier places on the mailing label of the submission.	*** VA certifications submitted to EPA earlier than the dates shown in Column B means that the CWS must submit an ERP certification <i>earlier</i> than the dates shown in Column C.

5. Determination of the size of the population the CWS serves:

In order to determine whether the system is subject to the above requirements and the deadline that applies to the system, you must determine your CWS's size.

The Agency will use data from the Safe Drinking Water Information System (SDWIS) to determine system size. This data was filed by States, as of July 1, 2002, and made available to the public on October 1, 2002. EPA will presume that the size of the CWS indicated by SDWIS on that date is the size of the system that must comply with the due dates shown in Table 1 for certification and submission of VAs, and for certification of ERPs.

CWSs that operate as wholesalers, who sell water to other systems, should count the populations of those systems in determining the size of their total populations served. For example, if a wholesale CWS has no retail customers, but serves four water systems each having 30,000 retail customers, EPA will presume, for compliance purposes, that

the wholesale CWS serves 120,000 persons and must comply with the deadlines shown in Table 1 for systems serving 100,000 persons or greater.

General SDWIS data are available from:

<http://www.epa.gov/safewater/data/getdata.html>

Useful information on populations served by CWSs can also be obtained from State Drinking Water Administrators.

If you are unclear about whether the system is subject to the Act's requirements or which deadlines apply to the system, or if you have additional information relevant to determining the size of the system, we strongly recommend that you contact your State for a system-specific assessment. Systems that are operated on tribal lands, in the state of Wyoming, and in the District of Columbia should consult directly with EPA for final determinations of system sizes.

6. How to Submit VA Certifications, VAs, and ERP Certifications to EPA

6.1 Submission of VA Certifications

6.1.1. Content of a VA Certification:

If the CWS serves a population greater than 3,300, then the CWS is required to certify to EPA that it has conducted a VA. EPA recommends that you submit the certification to EPA along with the required copy of the VA itself. The certification may be sent prior to sending a copy of the VA, but EPA recommends sending both at the same time.

EPA suggests that you use the standardized certification form in Appendix 1 of these Instructions to certify to EPA that you have conducted a VA. The form is provided as a guide and is not required for this purpose. If you decide to use your own format for certifying that a VA was conducted, we recommend that the certification include the following language, printed on the CWS letterhead, above the signature of the authorized CWS representative:

"I certify to the Administrator of the U.S. Environmental Protection Agency that this community water system has conducted a vulnerability assessment that complies with Section 1433(a)(1) of the Safe Drinking Water Act as amended by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Public Law 107-188, Title IV— Drinking Water Security and Safety).

I further certify that this document and all attachments were prepared under my direction or supervision. I am aware that there are significant penalties for submitting false information (Safe Drinking Water Act (42 U.S.C. 300f *et seq.*)).

The VA addresses the following components of the CWS: 'pipes and constructed conveyances, physical barriers, water collection, pretreatment, treatment, storage and distribution facilities, electronic, computer or other automated systems which are utilized by the public water system, the use, storage, or handling of various chemicals, the operation and maintenance of such system.'"

[For those parts of the system that are applicable to the CWS, indicate whether the VA addressed each part. For those parts that are not applicable, indicate so.]

The Certification should also include the following information:

- A. name, address, telephone number, email address if available, and Federal Public Water System Identification Number (PWSID#) of the CWS;
- B. Name(s), title(s), address(es), telephone number(s), and email address(es) of two persons designated by the Community Water System that EPA may contact with questions about the assessment (main contact person and alternate);

You should keep and securely file a copy of this form.

The owner, manager, Certified Operator, or other Authorized Representative of the water utility must sign the certification form. That person should have responsibility over the management and daily operation of the CWS, as well as knowledge of the development of the VA.

6.1.2 Mailing a VA Certification to EPA:

You must send a signed original certification form (Appendix 1 or another version of the Certification) to EPA on or before the dates shown in Column B of Table 1. You may also submit a copy of the VA in this package, along with the VA Certification. If you choose to submit the Certification and VA together in one package (EPA recommends this), please be sure to read Section 6.2, entitled "Instructions specific to submitting the Vulnerability Assessment."

Recommended Delivery Address:

We recommend that you submit the VA Certification using an express or courier service such as Federal Express, United Parcel Service, Airborne, etc., which provides tracking and certification of delivery. Using these services will ensure that the submission is delivered directly to the persons authorized to receive and process these items.

Use the following address for express or courier service deliveries to EPA. This location

is open for deliveries between 8:30am and 4:30pm Eastern Time. Call the number under the address below before attempting delivery outside of those hours. (For convenience, a mailing label with this address appears in Appendix 3, which the CWS can also use.)

U.S. Environmental Protection Agency
Water Resource Center (WSD-RAR)
Room 1119 EPA West Building
1301 Constitution Ave., NW
Washington DC 20004

Couriers are to use phone number 202-566-1729

Address to Use for US Postal Service Delivery (NOT RECOMMENDED):

If the CWS chooses to use US Postal Service delivery (any of their modes of delivery including certified mail, registered mail, express mail, and first class, etc.), use the following address. **EPA does not recommend using US Postal Service delivery because the shipment cannot always be tracked during transit. Also, there can be significant delays in the postal system's deliveries to EPA due to decontamination irradiation of the mail, which may also damage or destroy the submission.**

Use a double envelope and put this address on the **OUTER** envelope:

Attention: Janet Pawlukiewicz
Mail Code: 4601M
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., NW
Washington DC 20460

6.2 Instructions specific to submitting the Vulnerability Assessment:

The CWS should use these instructions when submitting a copy of the VA to EPA or if submitting the Certification of Conduct of a VA **AND** a copy of the VA together in one package.

You should use the "Recommended Delivery Address" shown in the above Section 6.1.2. **EPA strongly recommends that the CWS send the VAs to EPA sealed in two envelopes, one inside the other. No reference should be made on the outer envelope to its contents. Avoid the use of markings on the outer envelope that may lead someone to know what it contains. Do NOT use words such as "vulnerability assessment," "confidential," "Water Protection Task Force," "Bioterrorism Act," etc.**

The inside envelope should be sealed, and marked **"TO BE OPENED BY ADDRESSEE ONLY-Janet Pawlukiewicz."** The outside envelope should be

addressed to the Recommended Delivery Address shown above.

6.2.1 Special Instructions for Water Systems Owned or Operated by the Federal Government:

If the CWS classifies the VA under one of the federal government's denoted security classifications (Confidential, Secret, Top Secret, etc.), it is very important that you make advance arrangements with EPA to properly receive your submission.

Call the following numbers to request that you be placed in contact with the Water Security Information Security Manager. The Information Security Manager or her designee will help you arrange a time for hand delivery of your submission directly to an EPA employee who possesses the appropriate security clearance:

202-564-9932 or
202-564-6186

6.3 Submission of Certification of Completion of an Emergency Response Plan (ERP) to the Administrator of EPA

6.3.1 Content of an ERP Certification:

If the CWS is required to conduct a VA, then you must also certify to EPA that you have completed an ERP. (Do not submit a copy of the ERP to EPA.) EPA suggests that you use the standardized certification form in Appendix 4 of these Instructions to certify to EPA that the CWS has completed an ERP. The form is provided as a guide and is not required for this purpose. If you use your own format for certifying that you have completed an ERP, the certification should include the following language above the signature of the authorized CWS representative:

"I certify to the Administrator of the U.S. Environmental Protection Agency that this community water system has completed an emergency response plan that complies with Section 1433(b) of the Safe Drinking Water Act as amended by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Public Law 107-188, Title IV— Drinking Water Security and Safety).

I further certify that this document and all attachments were prepared under my direction or supervision. I am aware that there are significant penalties for submitting false information (Safe Drinking Water Act (42 U.S.C. 300f *et seq.*)).

The emergency response plan that this community water system completed incorporates the results of the vulnerability assessment completed for the system and includes plans, procedures, and identification of equipment that can be

implemented or utilized in the event of a terrorist or other intentional attack' on this community water system. The emergency response plan also includes 'actions, procedures, and identification of equipment which can obviate or significantly lessen the impact of terrorist attacks or other intentional actions on the public health and the safety and supply of drinking water provided to communities and individuals.'

This CWS has coordinated, to the extent possible, with existing Local Emergency Planning Committees established under the Emergency Planning and Community Right-to-Know Act (42 U.S.C. 11001 et seq) when preparing this emergency response plan."

The Certification should also include the following information:

- A. name, address, telephone number, email address if available, and Federal Public Water System Identification Number (PWSID#) of the CWS;
- B. name(s), title(s), address(es), telephone number(s), and email address(es) of two persons designated by the CWS that EPA may contact with questions about the plan (main contact person and alternate);

The Bioterrorism Act requires that CWSs maintain a copy of the emergency response plan for five years after such plan is certified to EPA.

6.3.2 Mailing an ERP Certification to EPA

Follow the mailing instructions above under Section 6.1.2, "Recommended Delivery Address," discussing mailing VA certifications to EPA.

7. Additional Information on Vulnerability Assessments (VAs)—components of a CWS the Bioterrorism Act requires a VA to cover; guidance on a VA's elements

7.1 Vulnerability Assessment— components of a CWS that a VA must address:

Each CWS that serves a population greater than 3,300 persons must perform an assessment of the vulnerability of its system to a terrorist attack or other intentional acts that are intended to substantially disrupt the ability of the system to provide a safe and reliable supply of drinking water. This is a "vulnerability assessment" and is discussed further in the Bioterrorism Act as follows. These components must be addressed in the VA, to the extent they are applicable to the CWS, in order to comply with the Bioterrorism Act:

“The vulnerability assessment shall include, but not be limited to a review of:

- [1.] pipes and constructed conveyances,
- [2.] physical barriers,
- [3.] water collection, pretreatment, treatment, storage and distribution facilities,
- [4.] electronic, computer or other automated systems which are utilized by the public water system,
- [5.] the use, storage, or handling of various chemicals, and
- [6.] the operation and maintenance of such system.”

7.2 Additional Information on the elements of a VA:

EPA has provided additional information about VAs and related security topics to CWSs in the document entitled *Baseline Threat Information for Vulnerability Assessments of Community Water Systems* (Baseline Threat Document). The Baseline Threat Document is not a blueprint for developing a VA, however, it does present an overview of threats, methodologies, and strategies for the CWS to consider as it develops a VA required under the Bioterrorism Act.

A VA generally should address six basic elements, as they were outlined in the Baseline Threat Document¹. A VA is performance based, meaning that it evaluates the risk to the water system based on the effectiveness (performance) of existing and planned measures to counteract potential adversarial actions. The VA elements are:

1. Characterization of the water system, including its mission and objectives;
2. Identification and prioritization of adverse consequences to avoid;
3. Determination of critical assets that might be subject to malevolent acts that could result in undesired consequences;
4. Assessment of the likelihood (qualitative probability) of such malevolent acts from adversaries (e.g., terrorists, vandals);
5. Evaluation of existing countermeasures; and
6. Analysis of current risk and development of a prioritized plan for risk reduction.

¹See also, Appendix 2 to these Instructions entitled “Points to Consider in Vulnerability Assessments.” This Appendix provides additional discussion of these six elements.

8. **List of Acronyms**

CWS	Community Water System
EPA	US Environmental Protection Agency
ERP	Emergency Response Plan
SDWA	Safe Drinking Water Act, as amended
SDWIS	Safe Drinking Water Information System
VA	Vulnerability Assessment

Appendix 1

VULNERABILITY ASSESSMENT CERTIFICATION

Public Water System ID number: _____

System Name: _____

City where system is located: _____

State : _____

Printed Name of Person Authorized to Sign
this Certification on behalf of the System: _____

Title: _____

Address : _____

City: _____

State and ZIP Code: _____

Phone: _____ Fax: _____ Email: _____

I certify to the Administrator of the U.S. Environmental Protection Agency that this community water system has conducted a vulnerability assessment that complies with Section 1433(a)(1) of the Safe Drinking Water Act, as amended by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Public Law 107-188, Title IV— Drinking Water Security and Safety).

I further certify that this document and all attachments were prepared under my direction or supervision. I am aware that there are significant penalties for submitting false information (Safe Drinking Water Act (42 U.S.C. 300f *et seq.*)).

The vulnerability assessment this community water system conducted addresses the following components of my system (Check YES if the CWS has the element in its system; check N/A if the element is not applicable to the system.):

YES N/A

☐	☐	pipes and constructed conveyances
☐	☐	physical barriers

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | water collection |
| ☐ | ☐ | pretreatment |
| ☐ | ☐ | treatment |
| ☐ | ☐ | storage |
| ☐ | ☐ | distribution facilities |
| ☐ | ☐ | electronic, computer or other automated systems which are utilized by the public water system |
| ☐ | ☐ | the use, storage, or handling of various chemicals |
| ☐ | ☐ | the operation and maintenance of such system |

Other components in the CWS that were evaluated under this VA (list those applicable):

Signed: _____ Date: _____

Primary contact person that EPA can call if there are questions about this Certification and VA submission:

Name: _____

Address (if different than that of the Authorized Representative): _____

Phone: _____

Email Address: _____

Alternate Contact Person:

Name: _____

Address (if different than that of the Authorized Representative): _____

Phone: _____

Email Address: _____

Appendix 2

Points to Consider in Vulnerability Assessments

Points to consider related to the six basic elements of a vulnerability assessment are included below. The manner in which the vulnerability assessment is performed is determined by each individual water utility. It will be helpful to remember throughout the assessment process that the ultimate goal is twofold: to safeguard public health and safety, and to reduce the potential for disruption of a reliable supply of pressurized water.

1. Characterization of the water system, including its mission and objectives.

Answers to the following system-specific questions may be helpful in characterizing the water system.

What are the important missions of the system to be assessed? Define the highest priority services provided by the utility. Identify the utility's critical customers (e.g., public, government, military, industrial, critical care, retail operations, firefighters).

What are the most important facilities, processes, and assets of the system for achieving the mission objectives and avoiding undesired consequences? Describe the utility facilities, operating procedures, and management practices that are necessary to achieve the mission objectives. Describe how the utility operates (e.g., water source, including ground and surface water, treatment process, storage methods and capacity, chemical use and storage, and distribution system). In assessing those assets that are critical, consider critical customers, dependence on other infrastructures (e.g., electricity, transportation, other water utilities), contractual obligations, single points of failure (e.g., critical aqueducts, transmission systems, aquifers, etc.), chemical hazards and other aspects of the utility's operations, or availability of other utility capabilities that may increase or decrease the criticality of specific facilities, processes, and assets.

2. Identification and prioritization of adverse consequences to avoid.

When considering adverse consequences, the water system should take into account the impacts that could substantially disrupt the ability of the system to provide a safe and reliable supply of drinking water or otherwise present significant public health concerns to the surrounding community. In general, water systems should use the vulnerability assessment process to determine how to reduce risks associated with the consequences of significant concern:

Ranges of consequences or impacts for each of these events should be identified and defined. Factors to be considered in assessing the consequences may include: magnitude

of service disruption; economic impact (such as replacement and installation costs for damaged critical assets or loss of revenue due to service outage); number of illnesses or deaths resulting from an event; impact on public confidence in the water supply; chronic problems arising from specific events; or other indicators of the impact of each event as determined by the water utility. Risk reduction recommendations at the conclusion of the vulnerability assessment should strive to prevent or reduce each of these consequences.

3. Determination of critical assets that might be subject to malevolent acts that could result in undesired consequences.

What are the malevolent acts that could reasonably cause undesired consequences? Consider the operation of critical facilities, assets, and/or processes, and assess what an adversary could do to disrupt these operations. Such acts may include physical damage to or destruction of critical assets, contamination of water, intentional release of stored chemicals, interruption of electricity or other infrastructure interdependencies.

Regarding water system vulnerabilities and determination of *critical assets*, the utility should review the potential for physical damage to the water system's infrastructure, including:

1. Pipes and constructed conveyances
2. Physical barriers
3. Water collection, pretreatment and treatment
4. Storage and distribution facilities
5. Electronic, computer or other automated systems that are utilized by the public water system (e.g., Supervisory Control and Data Acquisition (SCADA))
6. The use, storage, or handling of various chemicals
7. The operation and maintenance of such systems

The water system's vulnerabilities should also be reviewed for threats with the potential to significantly affect public health, such as chemical, biological, radiological, and other types of contamination.

4. Assessment of the likelihood (qualitative probability) of such malevolent acts from adversaries (e.g., terrorists, vandals).

Based on the *critical assets* of the water system, one can determine the possible modes of attack that might result in *consequences of significant concern*. However, the objective of this step of the assessment is to move beyond what is merely possible and determine the likelihood of a particular attack scenario. This is a very difficult task as there is often insufficient information to determine the likelihood of a particular event with any degree of certainty.

The threats (the kind of adversary and the mode of attack) selected for consideration during a vulnerability assessment will dictate, to a great extent, the risk reduction measures that should be designed to counter the threat(s). Some vulnerability assessment methodologies refer to this as a Design Basis Threat (DBT) where the threat serves as the basis for the design of countermeasures, as well as the benchmark against which vulnerabilities are assessed. It should be noted that there is no single DBT or threat profile for all water systems in the United States. Differences in geographic location, size of the utility, previous attacks in the local area, and many other factors will influence the threat(s) that water systems should consider in their assessments. From this perspective, water systems should consult with the local FBI and/or other law enforcement agencies, public officials, and others to determine the threats upon which their risk reduction measures should be based. Utilities may also want to review their incident reports to better understand past breaches of security.

5. Evaluation of existing countermeasures.

Having determined how various *critical assets, processes, and operations* are related to the system's mission and the potential for malevolent actions to cause adverse consequences, the effectiveness of existing security measures and operational practices should be considered. Depending on countermeasures already in place, some critical assets may already be sufficiently protected. This step will aid in identification of the areas of greatest concern, and help to focus priorities for risk reduction.

What capabilities does the system currently employ for detection, delay, and response? Identify and evaluate current detection capabilities such as intrusion detection systems, water quality monitoring, operational alarms, guard post orders, and employee security awareness programs. Identify current delay mechanisms such as locks and key control, fencing, structure integrity of critical assets and vehicle access checkpoints. Identify existing policies and procedures for evaluation and response to intrusion and system malfunction alarms, adverse water quality indicators, and cyber system intrusions. It is important to determine the performance characteristics. Poorly operated and maintained security technologies provide little or no protection.

What cyber protection system features does the utility have in place? Assess what protective measures are in-place for the Supervisory Control and Data Acquisition (SCADA) and business-related computer information systems such as fire walls, modem access, Internet, and other external connections, including wireless data and voice communications, and security policies and protocols. Identify whether vendors have access rights and/or "backdoors" to conduct system diagnostics remotely.

What security policies and procedures exist, and what is the compliance record for them? Identify existing policies and procedures concerning personnel security, physical security, key and access badge control, control of system configuration and operational data, chemical and other vendor deliveries, and security training and exercise records.

6. Analysis of current risk and development of a prioritized plan for risk reduction.

The information gathered on threat, critical assets, water utility operations, consequences, and existing countermeasures should be analyzed to determine the current level of risk. The utility should then determine whether current risks are acceptable or risk reduction measures should be pursued.

Recommended actions should measurably reduce risks by reducing vulnerabilities and/or consequences through improved deterrence, delay, detection, and or response capabilities or by improving operational policies or procedures. Selection of specific risk reduction actions should be completed prior to considering the cost of the recommended action(s). Utilities should carefully consider both short- and long-term solutions. An analysis of the cost of short- and long-term risk reduction actions may impact which actions the utility chooses to achieve its security goals. Utilities may also want to consider security improvements in light of other planned or needed improvements. Security and general infrastructure may provide significant multiple benefits. For example, improved treatment processes or system redundancies can both reduce vulnerabilities and enhance day-to-day operation.

Generally, strategies for reducing vulnerabilities fall into three broad categories: 1) sound business practices, 2) system upgrades, and 3) security upgrades. Sound business practices affect policies, procedures, and training to improve the overall security-related culture at the drinking water facility. For example, it is important to ensure rapid communication capabilities exist between public health authorities and local law enforcement and emergency responders. System upgrades include changes in operations, equipment, processes, or infrastructure itself that make the system fundamentally safer. Security upgrades improve capabilities for detection, delay, or response.

Appendix 3

Mailing Label to use for courier deliveries of items submitted to EPA; Recommended Delivery Address

Use this label **ONLY** if you are using an express direct-delivery courier such as Federal Express, UPS, Airborne, and so forth.

DO NOT USE THIS ADDRESS FOR ANY FORM OF US POSTAL SERVICE DELIVERY. See Instructions Section 6.1.2 for the address to use for postal delivery.

Be sure to give the courier service this phone number, so they can be authorized entrance to the building, if so requested by building guards: 202-566-1729.

**U.S. Environmental Protection Agency
Water Resource Center (WSD-RAR)
Room 1119 EPA West Building
1301 Constitution Ave., NW
Washington, D.C. 20004**

Appendix 4

**CERTIFICATION OF COMPLETION
OF AN EMERGENCY RESPONSE PLAN**

Public Water System ID number: _____

System Name: _____

City where system is located: _____

State : _____

Printed Name of Person Authorized to Sign

this Certification on Behalf of the System: _____

Title: _____

Address : _____

City: _____

State and ZIP Code: _____

Phone: _____ **Fax:** _____ **Email:** _____

I certify to the Administrator of the U.S. Environmental Protection Agency that this community water system has completed an Emergency Response Plan that complies with Section 1433(b) of the Safe Drinking Water Act as amended by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Public Law 107-188, Title IV— Drinking Water Security and Safety).

I further certify that this document was prepared under my direction or supervision. I am aware that there are significant penalties for submitting false information (Safe Drinking Water Act (42 U.S.C. 300f *et seq.*)).

The emergency response plan that this community water system completed incorporates the results of the vulnerability assessment completed for the system and includes "plans, procedures, and identification of equipment that can be implemented or utilized in the event of a terrorist or other intentional attack" on this community water system. The emergency response plan also includes "actions, procedures, and identification of equipment which can obviate or significantly lessen the impact of terrorist attacks or other intentional actions on the public health and the safety and supply of drinking water provided to communities and individuals."

This CWS has coordinated, to the extent possible, with existing Local Emergency Planning Committees established under the Emergency Planning and Community Right-to-Know Act (42 U.S.C. 11001 *et seq.*) when preparing this emergency response plan.

Signed: _____ Date: _____

Primary contact person that EPA can call if there are questions about this Certification:

Name: _____

Address (if different than that
of the Authorized Representative): _____

Phone: _____

Email Address: _____

Alternate Contact Person:

Name: _____

Address (if different than that of the Authorized Representative): _____

Phone: _____

Email Address: _____

Microbial and Disinfection Byproducts Rules (MDBP Rules)

- **Address the need to control microbial contaminants**
 - **Total Coliform Rule**
 - **Surface Water Treatment Rule**
 - **Interim and Long-Term 1 Enhanced Surface Water Treatment Rules**
 - **Filter Backwash Recycling Rule**

- **Address the trade-off between microbial control and formation of disinfection byproducts**
 - **Stage 1 Disinfectants and Disinfection By-Products Rule**

- **Future rules in the MDBP Group**
 - **Stage 2 DBP Rule**
 - **Long-Term 2 Enhanced Surface Water Treatment Rule**
 - **Revision of the Total Coliform Rule**
 - **Ground Water Rule**

Total Coliform Rule (TCR)

- Adopted 1989
- Routine sampling for coliforms as indicators of potential for pathogenic contamination in distribution systems
- Sanitary survey every five years
- About 25,000 samples annually in Idaho
- After 15 years, TCR is still the source of most violations
 - Failure to monitor
 - Failure to take correct number of samples
- Scheduled for revision



Total Coliform Rule: A Quick Reference Guide

Overview of the Rule

Title	Total Coliform Rule (TCR) 54 FR 27544-27568, June 29, 1989, Vol. 54, No. 124 ¹
Purpose	Improve public health protection by reducing fecal pathogens to minimal levels through control of total coliform bacteria, including fecal coliforms and <i>Escherichia coli</i> (<i>E. coli</i>).
General Description	Establishes a maximum contaminant level (MCL) based on the presence or absence of total coliforms, modifies monitoring requirements including testing for fecal coliforms or <i>E. coli</i> , requires use of a sample siting plan, and also requires sanitary surveys for systems collecting fewer than five samples per month.
Utilities Covered	The TCR applies to all public water systems.

Public Health Benefits

Implementation of the TCR has resulted in ...	Reduction in risk of illness from disease causing organisms associated with sewage or animal wastes. Disease symptoms may include diarrhea, cramps, nausea, and possibly jaundice, and associated headaches and fatigue.
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What are the Major Provisions?

ROUTINE Sampling Requirements

- ▶ Total coliform samples must be collected at sites which are representative of water quality throughout the distribution system according to a written sample siting plan subject to state review and revision.
- ▶ Samples must be collected at regular time intervals throughout the month except groundwater systems serving 4,900 persons or fewer may collect them on the same day.
- ▶ Monthly sampling requirements are based on population served (see table on next page for the minimum sampling frequency).
- ▶ A reduced monitoring frequency may be available for systems serving 1,000 persons or fewer and using only ground water if a sanitary survey within the past 5 years shows the system is free of sanitary defects (the frequency may be no less than 1 sample/quarter for community and 1 sample/year for non-community systems).
- ▶ Each total coliform-positive routine sample must be tested for the presence of fecal coliforms or *E. coli*.
- ▶ If any routine sample is total coliform-positive, repeat samples are required.

REPEAT Sampling Requirements

- ▶ Within 24 hours of learning of a total coliform-positive ROUTINE sample result, at least 3 REPEAT samples must be collected and analyzed for total coliforms:
 - ▶ One REPEAT sample must be collected from the same tap as the original sample.
 - ▶ One REPEAT sample must be collected within five service connections upstream.
 - ▶ One REPEAT sample must be collected within five service connections downstream.
 - ▶ Systems that collect 1 ROUTINE sample per month or fewer must collect a 4th REPEAT sample.
- ▶ If any REPEAT sample is total coliform-positive:
 - ▶ The system must analyze that total coliform-positive culture for fecal coliforms or *E. coli*.
 - ▶ The system must collect another set of REPEAT samples, as before, unless the MCL has been violated and the system has notified the state.

Additional ROUTINE Sample Requirements

- ▶ A positive ROUTINE or REPEAT total coliform result requires a minimum of five ROUTINE samples be collected the following month the system provides water to the public unless waived by the state.

¹ The June 1989 Rule was revised as follows: Corrections and Technical Amendments, 6/19/90 and Partial Stay of Certain Provisions (Variance Criteria) 56 FR 1556-1557, Vol 56, No 10.

Note: The TCR is currently undergoing the 6 year review process and may be subject to change.

Public Water System ROUTINE Monitoring Frequencies²

Population	Minimum Samples/ Month	Population	Minimum Samples/ Month	Population	Minimum Samples/ Month
25-1,000*	1	21,501-25,000	25	450,001-600,000	210
1,001-2,500	2	25,001-33,000	30	600,001-780,000	240
2,501-3,300	3	33,001-41,000	40	780,001-970,000	270
3,301-4,100	4	41,001-50,000	50	970,001-1,230,000	300
4,101-4,900	5	50,001-59,000	60	1,230,001-1,520,000	330
4,901-5,800	6	59,001-70,000	70	1,520,001-1,850,000	360
5,801-6,700	7	70,001-83,000	80	1,850,001-2,270,000	390
6,701-7,600	8	83,001-96,000	90	2,270,001-3,020,000	420
7,601-8,500	9	96,001-130,000	100	3,020,001-3,960,000	450
8,501-12,900	10	130,001-220,000	120	≥ 3,960,001	480
12,901-17,200	15	220,001-320,000	150		
17,201-21,500	20	320,001-450,000	180		

*Includes PWSs which have at least 15 service connections, but serve <25 people.

What are the Other Provisions?

Systems collecting fewer than 5 ROUTINE samples per month . . .

Must have a sanitary survey every 5 years (or every 10 years if it is a non-community water system using protected and disinfected ground water).^{**}

Systems using surface water or ground water under the direct influence of surface water (GWUDI) and meeting filtration avoidance criteria . . .

Must collect and have analyzed one coliform sample each day the turbidity of the source water exceeds 1 NTU. This sample must be collected from a tap near the first service connection.

^{**} As per the IESWTR, states must conduct sanitary surveys for community surface water and GWUDI systems in this category every 3 years (unless reduced by the state based on outstanding performance).

How is Compliance Determined?

- ▶ Compliance is based on the presence or absence of total coliforms.
- ▶ Compliance is determined each calendar month the system serves water to the public (or each calendar month that sampling occurs for systems on reduced monitoring).
- ▶ The results of ROUTINE and REPEAT samples are used to calculate compliance.

A Monthly MCL Violation is Triggered if:

A system collecting fewer than 40 samples per month . . .

Has greater than 1 ROUTINE/REPEAT sample per month which is total coliform-positive.

A system collecting at least 40 samples per month . . .

Has greater than 5.0 percent of the ROUTINE/REPEAT samples in a month total coliform-positive.

An Acute MCL Violation is Triggered if:

Any public water system . . .

Has any fecal coliform- or *E. coli*-positive REPEAT sample **or** has a fecal coliform- or *E. coli*-positive ROUTINE sample followed by a total coliform-positive REPEAT sample.

What are the Public Notification and Reporting Requirements?

For a Monthly MCL Violation

- ▶ The violation must be reported to the state no later than the end of the next business day after the system learns of the violation.
- ▶ The public must be notified within 14 days.²

For an Acute MCL Violation

- ▶ The violation must be reported to the state no later than the end of the next business day after the system learns of the violation.
- ▶ The public must be notified within 72 hours.²

Systems with ROUTINE or REPEAT samples that are fecal coliform- or *E. coli*-positive . . .

Must notify the state by the end of the day they are notified of the result or by the end of the next business day if the state office is already closed.

For additional information on the TCR

Call the Safe Drinking Water Hotline at 1-800-426-4791; visit the EPA web site at www.epa.gov/safewater/mdbp/mdbp.html; or contact your state drinking water representative.

² The revised Public Notification Rule will extend the period allowed for public notice of monthly violations to 30 days and shorten the period for acute violations to 24 hours. These revisions are effective for all systems by May 6, 2002 and are detailed in 40 CFR Subpart Q.

Surface Water Treatment Rule

- Adopted 1993
- Requires all systems using surface water to provide multiple barrier treatment to control pathogens
 - Disinfection with contact time (controlled process)
 - Filtration with turbidity performance standards unless stringent criteria to avoid can be met
 - Disinfectant residual in distribution system
- Requires evaluation of all ground water sources for possible direct influence of surface water
 - Sources found to be directly influenced are treated as surface water and subject to same treatment requirements
 - Evaluations nearing completion in Idaho

Interim and LT1 Enhanced Surface Water Treatment Rules

- Interim for systems serving >10,000 and LT1 for all smaller surface systems
- 1993 Milwaukee Crypto outbreak—100,000 ill and 50 deaths—water was in compliance with the surface water treatment rule
- These rules build on earlier rules to achieve greater control of crypto and other pathogens
 - Tighter turbidity standards
 - Disinfection profiling
 - Individual filter monitoring for systems having multiple filter beds and escalating response when turbidity excursions occur
 - Sanitary survey every three years with enforceable correction of deficiencies
- Compliance schedule:

>10,000	In effect since 1/2002
<10,000	January 2005



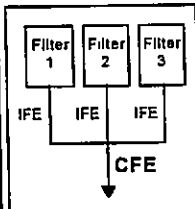
Long Term 1 Enhanced Surface Water Treatment Rule: A Quick Reference Guide

Overview of the Rule

Title	Long Term 1 Enhanced Surface Water Treatment Rule (LT1ESWTR) 67 FR 1812, January 14, 2002, Vol. 67, No. 9
Purpose	Improve public health protection through the control of microbial contaminants, particularly <i>Cryptosporidium</i> . Prevent significant increases in microbial risk that might otherwise occur when systems implement the Stage 1 Disinfectants and Disinfection Byproducts Rule.
General Description	Builds upon the requirements of the 1989 Surface Water Treatment Rule (SWTR). Smaller system counterpart of the Interim Enhanced Surface Water Treatment Rule (IESWTR).
Utilities Covered	Public water systems that use surface water or ground water under the direct influence of surface water (GWUDI) and serve fewer than 10,000 people.

Major Provisions

Control of <i>Cryptosporidium</i>	▶ The maximum contaminant level goal (MCLG) is set at zero. ▶ Filtered systems must physically remove 99% (2-log) of <i>Cryptosporidium</i>. ▶ Unfiltered systems must update their watershed control programs to minimize the potential for contamination by <i>Cryptosporidium</i> oocysts. ▶ <i>Cryptosporidium</i> is included as an indicator of GWUDI.
Combined Filter Effluent (CFE) Turbidity Performance Standards	Specific CFE turbidity requirements depend on the type of filtration used by the system. Conventional and direct filtration: ▶ ≤ 0.3 nephelometric turbidity units (NTU) in at least 95% of measurements taken each month. ▶ Maximum level of turbidity: 1 NTU. Slow sand and diatomaceous earth (DE) filtration: ▶ Continue to meet CFE turbidity limits specified in the SWTR: • 1 NTU in at least 95% of measurements taken each month. • Maximum level of turbidity: 5 NTU. Alternative technologies (other than conventional, direct, slow sand, or DE): ▶ Turbidity levels are established by the State based on filter demonstration data submitted by the system. • State-set limits must not exceed 1 NTU (in at least 95% of measurements) or 5 NTU (maximum).



For additional information on the LT1ESWTR

Call the Safe Drinking Water Hotline at 1-800-426-4791; visit the EPA web site at www.epa.gov/safewater/mdbp/lt1eswtr.html; or contact your State drinking water representative.

¹ This frequency may be reduced by the State to once per day for systems using slow sand/alternative filtration or for systems serving 500 persons or fewer regardless of the type of filtration used.

Turbidity Monitoring Requirements

Combined Filter Effluent	▶ Performed at least every 4 hours to ensure compliance with CFE turbidity performance standards.¹
Individual Filter Effluent (IFE) (for systems using conventional and direct filtration only)	Since the CFE may meet regulatory requirements even though one filter is producing high turbidity water, the IFE is measured to assist conventional and direct filtration treatment plant operators in understanding and assessing individual filter performance. ▶ Performed continuously (recorded at least every 15 minutes). ▶ Systems with two or fewer filters may conduct continuous monitoring of CFE turbidity in place of individual filter effluent turbidity monitoring. ▶ Certain follow-up actions are required if the IFE turbidity (or CFE for systems with two filters) exceeds 1.0 NTU in 2 consecutive readings or more (i.e., additional reporting, filter self-assessments, and/or comprehensive performance evaluations (CPEs)).

Disinfection Profiling and Benchmarking Requirements

Community and non-transient non-community public water systems must evaluate impacts on microbial risk before changing disinfection practices to ensure adequate microbial protection is maintained. This is accomplished through a process called disinfection profiling and benchmarking.

What are the disinfection profiling and benchmarking requirements?

- ▶ Systems must develop a disinfection profile, which is a graphical compilation of weekly inactivation of *Giardia lamblia*, taken on the same calendar day each week over 12 consecutive months. (Systems using chloramines, ozone, or chlorine dioxide for primary disinfection must also calculate inactivation of viruses). Results must be available for review by the State during sanitary surveys.
- ▶ A State may deem a profile unnecessary if the system has sample data collected after January 1, 1998—during the month of warmest water temperature and at maximum residence time in the distribution system—indicating TTHM levels are below 0.064 mg/L and HAA5 levels are below 0.048 mg/L.
- ▶ Prior to making a significant change to disinfection practices, systems required to develop a profile must calculate a disinfection benchmark and consult with the State. The benchmark is the calculation of the lowest monthly average of inactivation based on the disinfection profile.

Additional Requirements

- ▶ Construction of new uncovered finished water reservoirs is prohibited.

Critical Deadlines and Requirements

For Drinking Water Systems

March 15, 2002	Construction of uncovered finished reservoirs is prohibited.
July 1, 2003	No later than this date, systems serving between 500-9,999 persons must report to the State: ▶ Results of optional monitoring which show levels of TTHM < 0.064 mg/L and HAA5 < 0.048 mg/L, OR ▶ System has started profiling.
January 1, 2004	No later than this date, systems serving fewer than 500 persons must report to the State: ▶ Results of optional monitoring which show levels of TTHM < 0.064 mg/L and HAA5 < 0.048 mg/L, OR ▶ System has started profiling.
June 30, 2004	Systems serving between 500 and 9,999 persons must complete their disinfection profile unless the State has determined it is unnecessary.
December 31, 2004	Systems serving fewer than 500 persons must complete their disinfection profile unless the State has determined it is unnecessary.
January 14, 2005	Surface water systems or GWUDI systems serving fewer than 10,000 people must comply with the applicable LT1ESWTR provisions (e.g., turbidity standards, individual filter monitoring, <i>Cryptosporidium</i> removal requirements, updated watershed control requirements for unfiltered systems).

For States

January 2002	As per the IESWTR, States begin first round of sanitary surveys (at least every 3 years for community water systems and every 5 years for non-community water systems).
October 14, 2003	States are encouraged to submit final primacy applications to EPA.
January 14, 2004	Final primacy applications must be submitted to EPA unless granted an extension.
December 2004	States must complete first round of sanitary surveys for community water systems (as per the IESWTR).
January 14, 2006	Final primacy revision applications from States with approved 2-year extension agreements must be submitted to EPA.
December 2006	States must complete first round of sanitary surveys for non-community water systems (as per the IESWTR).

Public Health Benefits

Implementation of the LT1ESWTR will result in ...	▶ Increased protection against gastrointestinal illnesses from <i>Cryptosporidium</i> and other pathogens through improvements in filtration. ▶ Reduced likelihood of endemic illness from <i>Cryptosporidium</i> by an estimated 12,000 to 41,000 cases annually. ▶ Reduced likelihood of outbreaks of cryptosporidiosis.
Estimated impacts of the LT1ESWTR include ...	▶ National total annualized cost: \$39.5 million. ▶ 90% of affected households will incur an increase of less than \$1.25 per month. ▶ One percent of affected households are likely to incur an increase of more than \$10 per month.

Filter Backwash Recycling Rule

- Applies only to conventional filtration plants that recycle filter backwash water or other waste streams
- Requires recycled streams to be introduced at the head of the treatment plant unless system can demonstrate that another point of introduction is not compromising microbial control
- Idaho has only 17 conventional plants, perhaps only one that recycles—this rule has minimal impact here

Stage 1 Disinfectants and Disinfection Byproducts Rule (DBP)

- Applies to all community and non-transient non-community water systems that add a chemical disinfectant to their water
- Requires monitoring of distribution system for two classes of disinfection byproducts (TTHM and HAA5)
MCL is based on running annual average
- Requires monitoring of disinfectant residuals at same time and place as coliform samples. Annual running average is calculated and must be below the maximum residual disinfectant level (4.0 mg for chlorine).
- Surface systems likely to be at greatest risk for DBP
- Optimization of treatment processes is the best available technology. If this fails to control DBP levels, treatment with granular activated carbon, new sources, distribution system strategies may be called for
- Compliance schedule:

Surface systems serving $\geq 10,000$

1/2002

All other disinfecting systems

1/2004



Stage 1 Disinfectants and Disinfection Byproducts Rule: A Quick Reference Guide

Overview of the Rule

Title	Stage 1 Disinfectants and Disinfection Byproducts Rule (Stage 1 DBPR) 63 FR 69390 - 69476, December 16, 1998, Vol. 63, No. 241
Purpose	Revisions to the Interim Enhanced Surface Water Treatment Rule (IESWTR), the Stage 1 Disinfectants and Disinfection Byproducts Rule (Stage 1 DBPR), and Revisions to State Primacy Requirements to Implement the Safe Drinking Water Act (SDWA) Amendments 66 FR 3770, January 16, 2001, Vol 66, No. 29
General Description	Improve public health protection by reducing exposure to disinfection byproducts. Some disinfectants and disinfection byproducts (DBPs) have been shown to cause cancer and reproductive effects in lab animals and suggested bladder cancer and reproductive effects in humans.
Utilities Covered	The Stage 1 DBPR is the first of a staged set of rules that will reduce the allowable levels of DBPs in drinking water. The new rule establishes seven new standards and a treatment technique of enhanced coagulation or enhanced softening to further reduce DBP exposure. The rule is designed to limit capital investments and avoid major shifts in disinfection technologies until additional information is available on the occurrence and health effects of DBPs.
	The Stage 1 DBPR applies to all sizes of community water systems and nontransient noncommunity water systems that add a disinfectant to the drinking water during any part of the treatment process and transient noncommunity water systems that use chlorine dioxide.

Public Health Benefits

Implementation of the Stage 1 DBPR will result in ...	- As many as 140 million people receiving increased protection from DBPs. 24 percent average reduction nationally in trihalomethane levels. - Reduction in exposure to the major DBPs from use of ozone (DBP = bromate) and chlorine dioxide (DBP = chlorite).
Estimated impacts of the Stage 1 DBPR include ...	- National capital costs: \$2.3 billion - National total annualized costs to utilities: \$684 million 95 percent of households will incur an increase of less than \$1 per month. 4 percent of households will incur an increase of \$1-10 per month. <1 percent of households will incur an increase of \$10-33 per month.

Critical Deadlines and Requirements

For Drinking Water Systems

January 1, 2002	Surface water systems and ground water systems under the direct influence of surface water serving $\geq 10,000$ people must comply with the Stage 1 DBPR requirements.
January 1, 2004	Surface water systems and ground water systems under the direct influence of surface water serving $< 10,000$, and all ground water systems must comply with the Stage 1 DBPR requirements.

For States

December 16, 2000	States submit Stage 1 DBPR primacy revision applications to EPA (triggers interim primacy).
December 16, 2002	Primacy extension deadline - all states with an extension must submit primacy revision applications to EPA.



Regulated Contaminants/Disinfectants

Regulated Contaminants	MCL (mg/L)	MCLG (mg/L)	Regulated Disinfectants	MRDL* (mg/L)	MRDLG* (mg/L)
Total Trihalomethanes (TTHM)	0.080		Chlorine	4.0 as Cl ₂	4
Chloroform		-			
Bromodichloromethane		zero			
Dibromochloromethane		0.06			
Bromoform		zero			
Five Haloacetic Acids (HAA5)	0.060		Chloramines	4.0 as Cl ₂	4
Monochloroacetic acid		-	Chlorine dioxide	0.8	0.8
Dichloroacetic acid		zero			
Trichloroacetic acid		0.3			
Bromoacetic acid		-			
Dibromoacetic acid		-			
Bromate (plants that use ozone)	0.010	zero	*Stage 1 DBPR includes maximum residual disinfectant levels (MRDLs) and maximum residual disinfectant level goals (MRDLGs) which are similar to MCLs and MCLGs, but for disinfectants.		
Chlorite (plants that use chlorine dioxide)	1.0	0.8			
Treatment Technique					
Enhanced coagulation/enhanced softening to improve removal of DBP precursors (See Step 1 TOC Table) for systems using conventional filtration treatment.					

Step 1 TOC Table - Required % Removal of TOC

Source Water TOC (mg/L)	Source Water Alkalinity, mg/L as CaCO ₃		
	0-60	> 60-120	> 120
> 2.0 to 4.0	35.0%	25.0%	15.0%
> 4.0 to 8.0	45.0%	35.0%	25.0%
> 8.0	50.0%	40.0%	30.0%
* Systems meeting at least one of the alternative compliance criteria in the rule are not required to meet the removals in this table.			
* Systems practicing softening must meet the TOC removal requirements in the last column to the right			

Routine Monitoring Requirements

	Coverage	Monitoring Frequency	Compliance
TTHM/HAA5	Surface and ground water under the direct influence of surface water serving $\geq 10,000$	4/plant/quarter	Running annual average
	Surface and ground water under the direct influence of surface water serving 500 - 9,999	1/plant/quarter	Running annual average
	Surface and ground water under the direct influence of surface water serving < 500	1/plant/year in month of warmest water temperature**	Running annual average of increased monitoring
	Ground water serving $\geq 10,000$	1/plant/quarter	Running annual average
	Ground water serving < 10,000	1/plant/year in month of warmest water temperature**	Running annual average of increased monitoring
Bromate	Ozone plants	Monthly	Running annual average
Chlorite	Chlorine dioxide plants	Daily at entrance to distribution system; monthly in distribution system	Daily/follow-up monitoring
Chlorine dioxide	Chlorine dioxide plants	Daily at entrance to distribution system	Daily/follow-up monitoring
Chlorine/Chloramines	All systems	Same location and frequency as TCR sampling	Running annual average
DBP precursors	Conventional filtration	Monthly for total organic carbon and alkalinity	Running annual average

** System must increase monitoring to 1 sample per plant per quarter if an MCL is exceeded.

For additional information on the Stage 1 DBPR

Call the Safe Drinking Water Hotline at 1-800-426-4791, visit the EPA web site at www.epa.gov/safewater, or contact your State drinking water representative.

Additional material is available at www.epa.gov/safewater/mdbp/Implement.html.

Future MDBP Rules

Stage 2 DBP

- Will require locational sampling for DBP compounds—may involve detailed studies of distribution system dynamics and “exploratory” sampling
- Goal is to identify locations in the distribution system that consistently exhibit high levels of DBP
- Once locations have been identified, future sampling will target these areas and compliance will be based on a locational running annual average instead of the distribution-wide running average used in Stage 1
- Systems with very low occurrence under Stage 1 may be able to avoid some or all of the requirements of Stage 2
- Final rule expected Fall 2004 (?) Implementation would begin 2-3 years later

For updates and other information see:

<http://www.epa.gov/safewater/mdbp/implement.html>
<http://www.epa.gov/safewater/mdbp/mdbp.html>

LT2 Enhanced Surface Water Treatment Rule

- Requires surface systems to characterize their raw water for crypto concentration through monitoring
- If monitoring reveals high concentrations, the system will be placed in a “treatment bin” which will prescribe greater removal/inactivation of crypto than was required under LT1.
- Final rule expected Fall 2004 (?) with implementation a couple of years afterward. Large ($\geq 10,000$) systems may have early requirements.

For updates see same web site listed under Stage 2 DBP

Revision of Total Coliform Rule

- May examine the MCL structure—possibly eliminate total coliform MCL violation and just have fecal/E. coli MCL
- May reduce sampling required in the month following a “hit” if the positive sample is for total coliform only.
- May address a variety of distribution system issues, such as water quality deterioration through the distribution system, corrosion, cross-connection control, and so on
- EPA has made the formal commitment to revise, but formation of national workgroups and public outreach has not yet begun.

For updates go to:

<http://www.epa.gov/safewater/tcr/tcr.html>

Ground Water Rule

- Applies to all systems with ground water sources
- Uses multiple barrier approach to preventing microbial contamination:
 - Sanitary surveys every three years
 - Mandatory correction of deficiencies
 - Identification and removal of contamination sources
 - Protection of well sites
 - Disinfection with contact time
- Source water monitoring
- This rule has a long developmental history. Projected final rule in late 2004, with implementation three years later

For updates see:

<http://www.epa.gov/safewater/gwr/gwrprop.pdf>

Resources

http://www.deq.state.id.us/water/dw/pws_guidance_documents.htm

State implementation guidance at the above web site or request a copy from your DEQ or Health District Drinking Water representative or call Tom John, 373-0191, e-mail tjohn@deq.state.id.us

EPA has a number of excellent guidance documents that can be downloaded at the MDBP web sites listed earlier in this presentation. If you do not have Internet access, copies of EPA Guidance can be obtained from the National Safe Drinking Water Hotline at:

1-800-426-4791

The titles and EPA publication numbers of these guidance documents are listed in the state implementation guidance for each rule

Pepsi Cola • Coca-Cola • Candy • Snacks

ABLE VENDING

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Contact: Justin Fish

Able Vending

Term Agreement

I _____ at _____, hereby
address _____ hereby
give permission to Able Vending to be the sole
vendor for the term of _____. This Term
Agreement can be terminated by either party
with a 30 day written notice.

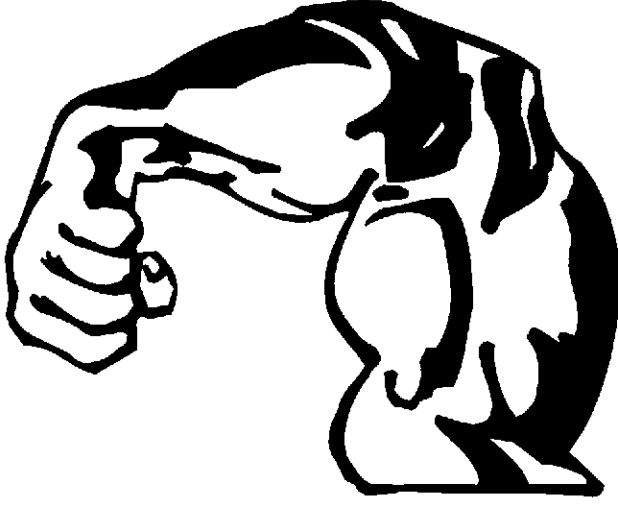
By signing below, I acknowledge that this is a
legal and binding agreement.

Comments: 246 units 5¢ COMBINATION
2 Free cases of soda a month
to your employees

Name _____
Signature _____
Title _____
Date _____

Name _____
Signature _____
Title _____
Date _____

Able Vending

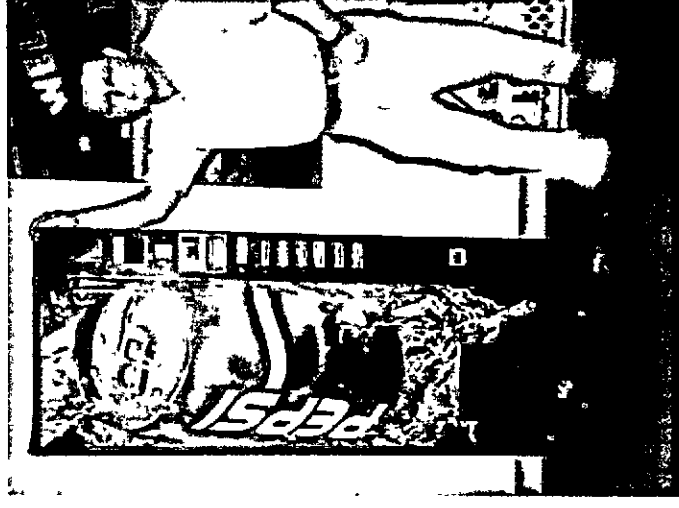


208-724-7048
Justin Fish - Owner

12 Oz. Cans

At no cost or responsibility to you, Able Vending will put vending equipment at your location and maintain it by stocking and keeping it clean.

All equipment will be marked with Able Vending's name and phone number for a quick response in the event of any problems or need for refunds.



- | | |
|--------------------------|---------------------------------|
| Pepsi Cola | Coca-Cola Classic |
| Pepsi One | Diet Coke |
| Diet Pepsi | Cherry Coke |
| Caffeine Free Diet Pepsi | Caffeine Free Coca-Cola Classic |
| Mountain Dew Code Red | Caffeine Free Diet Coke |
| Mountain Dew | Sprite |
| Diet Mountain Dew | Dr. Pepper |
| Slice Orange | Diet Dr. Pepper |
| Mug Root Beer | Mello Yello |
| Diet Mug Root Beer | Barq's Root Beer |
| Lipton Brisk Tea | Fresca |
| Sierra Mist | Minute Maid Lemonade |
| Diet Sierra Mist | Minute Maid Orange |
| Ruby Red Squirt | Minute Maid Grape |
| Squirt | Hawaiian Punch |
| Diet Squirt | Nestea Cool |
| Canada Dry Tonic | |
| Canada Dry Club Soda | |

20 Oz. Bottle Water

Aqua-Fina

Dasani

12 Oz.. Bottle Water

Florina's job description

Every first of the month - Posting
Rental Assistance

Parking Permits

take in information for a yearly recertifications

take in or receive work orders

answering the phone

filling

help Ayde to post the checks on the payroll journal
sheet

Help Ayde with the addition in the records of cash
and rent received each month

at front - counter help Supe with customers,
take rent, sale money orders, stamps and keys.

Call- people in to sign or bring information
for a yearly recertification.

give and take applications

also work orders

Cleaning when ever possible

Lynn's job description

Receiving Rent payments, Assisting in Renting Apts, handing out & Receiving Rental Applications. Money Order's power Payments, selling envelopes, postage stamps. Answering phones, taking messages also work orders & other duties involving use of 2-Way Radio to communicate with outside maintenance staff. Also helping when necessary mail person, with mail. other duties include care of Mail boxes, combinations etc. Filing, maintaining tenant files in Order. Copying papers for tenants & for Office use. When necessary Copying and or folding Newsletter's.

Ordering Office Supplies, also Gasoline, diesel for outside use.

Totaling Money Order's, power Payment's for depositing.

Helping in Posting at beginning of mo. posting Rental Assistance, also on occasion's cleaning office.

and giving Change for Laundry and on occasions when needed attended to Laundry customers when Machines are not working.

GOOD WORDS FROM OUR READERS



Taxpayers and tax professionals alike praise *TAX HOTLINE*

"Just one issue of *Tax Hotline* saved me over \$10,000 in taxes."

*Mark Linville
Austin, TX*

"*Tax Hotline* is the best short version of tax information I have seen."

*G. Andrew Bailard
Carpinteria, CA*

"A little bit of information gleaned from your publication saved my friend's mother at least \$50,000, enabling her to remain in her home."

*Jacquie Bushong
Boulder City, NV*

"[From] just one story I read in *Tax Hotline* about a tax credit given for buying a hybrid car, I actually got back \$2,000 from the IRS!"

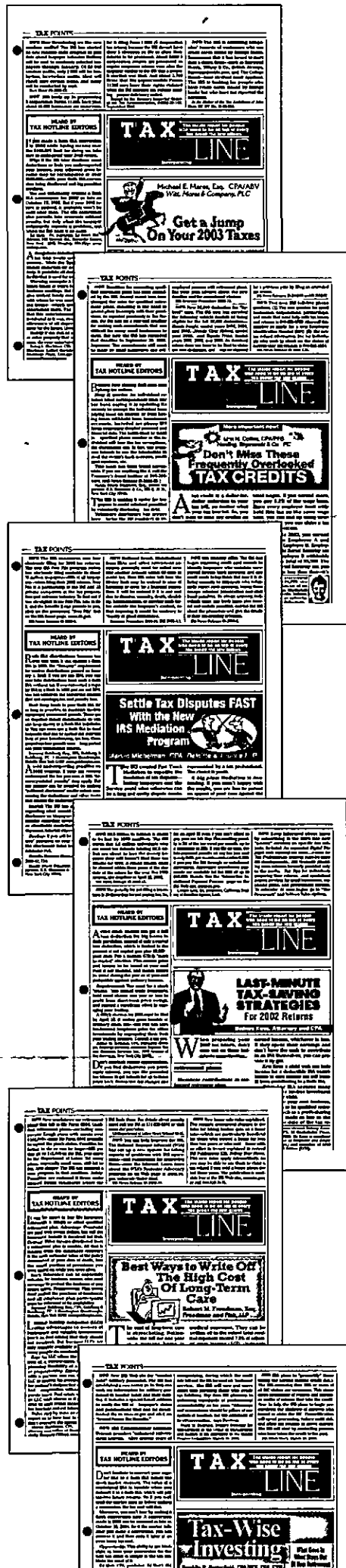
*Fran Fleck
Milton, WA*

"Showed me how to claim educational expenses incurred in obtaining a degree related to my job. This alone represented over \$10,000 in refunds for my family."

*Roberto A. Galloso
Miami, FL*

"When I showed my CPA where I received my information last year, he subscribed to *Tax Hotline* for his firm. I think that's great!"

*J. A.
St. Louis, MO*



"Tax Hotline alerted me to a \$1,000 educational tax credit for our daughter that I otherwise would have missed!"

*Ed Bloom
Greenwich, CT*

"Tax Hotline is extremely informative with current tax information that has been and still is helpful for me in dealing with my clients' issues. I find each issue has provided me with several tax ideas for planning both for my clients and for me personally."

*Anthony J. Perrotta, CPA
Somerville, MA*



"Because Tax Hotline keeps me informed with up-to-date congressional decisions, I avoid making costly mistakes involving our finances."

*Bess M. Antisdale
Issaquah, WA*



"Tax Hotline saves me over \$1,000 in taxes each year."

*Dean Barnard
Suwanee, GA*

MORE WORDS FROM OUR READERS

"As a tax practitioner I rely heavily on Tax Hotline for all the latest tax information. Tax Hotline is my top choice as a timely, extremely informative tax publication."

*Rosemarie Rud
Mosinee, WI*

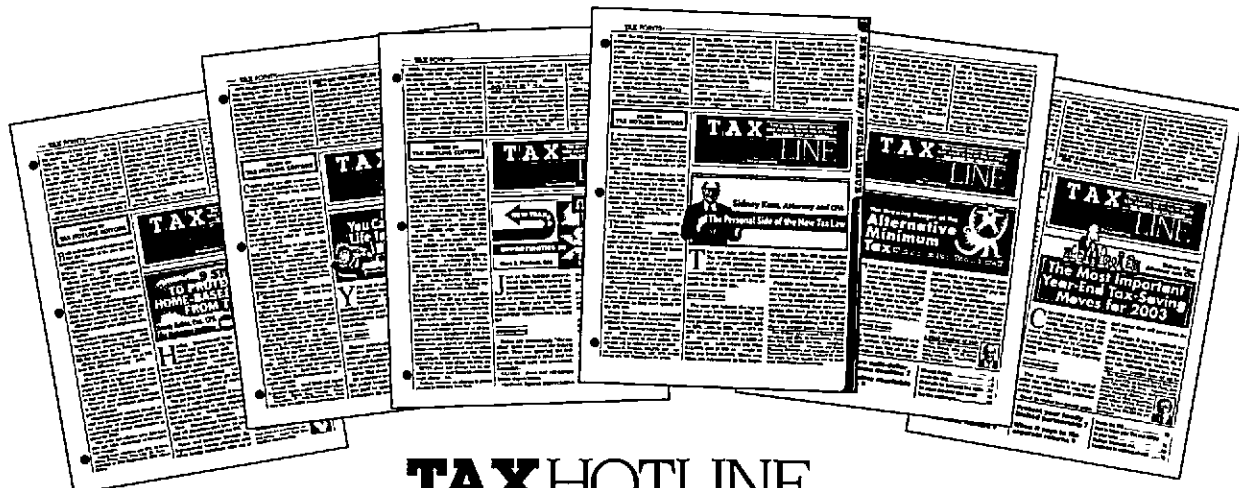


"Tax Hotline has consistently been both timely and accurate. I depend on it for current advice."

*T. B. Deatrick
Topeka, KS*

"Solid information on a timely basis that saves you money! What more can you ask for?"

*Michael K. Scott
Northbrook, IL*



TAXHOTLINE

These Men And Women Have Discovered The Secret To Keeping Their Money From The IRS. You Can Too!

Saved Many Thousands

"Every issue has one or more ideas—usually more—for saving tax money. Using these ideas, which are explained by recognized experts, I have saved many thousands of dollars." **Henry B. Saylor**, St. Petersburg, FL

A Richer Retirement

"I read in TAX HOTLINE about a new pension plan variation called Defined Benefit that provides a generous payout in a short period of time. Were it not for TAX HOTLINE, my CPA and I would have missed this excellent opportunity. Many thanks TAX HOTLINE."

Dr. Martin Ackerman, North Miami, FL

Info My Lawyer Didn't Know

"TAX HOTLINE gave me information that my lawyer did not know or had overlooked. Its

timeliness was instrumental in averting a loss."

Nevelle Nebeker, Pasadena, CA

Best Newsletter Anywhere

"TAX HOTLINE keeps me up-to-date on recent rulings and provides tax-saving advice that is innovative and useful. Best newsletter for the money anywhere, believe me."

Leopoldo Gutierrez, La Puente, CA

Good Resource vs. IRS

"As a tax preparer, I have found TAX HOTLINE a good resource to help me counsel clients in saving taxes. It has also helped me persuade clients that the IRS is not omnipotent. So many people are frightened by the IRS, it's good to show them that the IRS is not infallible." **P. Ronald Callihan**, Everett, WA

(Continued on page 14...)

- Best day of the week to schedule an audit. You're most likely to get a favorable result if you make it for these times. Page 76
- When it pays to ask for an audit. Amazing, but true. Page 80
- Trick questions IRS agents use to trap you. We give you the correct answers. Pages 82-83
- The Tax Code says you can't borrow from your IRA. You do it anyway, thanks to this legal loophole. Page 72
- Increase your spouse's Social Security benefits. Even if she never worked a day. Page 74
- 6 ways to take early withdrawals from retirement accounts without a penalty. Page 67

Hot Tips

"Your 'Hot' tips section in TAX HOTLINE has helped me save thousands of dollars for clients. It reports new, favorable court rulings long before my tax research database is updated with such information."

W. Charles Bennett, Albuquerque, NM

My Light In The Dark

"Because I am retired on disability, and my income is at the 1989 level, I need to know how to take advantage of all the tax breaks I can. TAX HOTLINE has been my light in the dark laws of the IRS."

Alan C. Bradford, College Park, MD

Easy To Understand

"I have found TAX HOTLINE very informative in estate planning, retirement, and other financial aspects. The best defense is knowledge, and TAX HOTLINE provides plenty in every issue in an easy-to-read and understandable fashion."

M. Hafiz, Norfolk, VA

Deductions

"TAX HOTLINE helps me follow up with my tax preparer for the most I can expect from deductions come tax-paying time."

William H. Jones, Memphis, TN

Cutting-Edge Info

"As a practicing tax consultant for 27 years, each and every issue provides information vital to keep me at the cutting edge of my profession. Thank you."

Daniel R. Bracciolieta, St. James, NY

Avoided Penalties

"TAX HOTLINE helped me avoid costly penalties, and provides information that you can't get readily, even from your accountant."

Jerry Bohne, New York, NY

**To try TAX HOTLINE risk-free,
return the enclosed reply
voucher in the postage-paid
envelope.**

- Deduct medical expenses without subtracting percentage of your income. Great loophole. Page 52
- The Tax Code says you can only deduct \$3,000 in losses against your income. You read about this loophole and legally deduct a full \$100,000. Page 47
- Deduct your employer's losses on your personal tax return! Legal! Page 48
- Purchase shares of your company's stock and deduct the cost as a business expense! Legal. Page 53
- Collect a pension, even though you're still employed. Clever loophole. Page 73
- When it makes sense to give yourself a raise during a bad year. If you do it right, the IRS won't question it. Page 51

How To Get The IRS To "Forget" To Audit You

Received an audit notice from the IRS? Well, if you're one of the lucky commuters who lives in one IRS district and works in another, you have a good chance of escaping the audit. How? By requesting that the audit be transferred to the other district!

Doing so will cause a considerable delay.

And when your file finally *does* get transferred, it will probably end up on the bottom of the pile. The chances are good that it will be closed without ever being audited.

Where did we get this information? From the best of all possible sources—a former IRS agent.

- Take out a business loan; deduct interest and principal, too! Here's how. Page 58
- Improve your cash flow during a bad year with free money from the IRS! Here's what to do. Page 51
- Get the government to pay for HALF your company's research and development bill! Page 54
- Speed up real estate depreciation from 39 years to 15 years! Little-known loophole lets you do it. Page 53
- Deduct spouse's expenses on your business trip. Legal. Page 56
- Convert company car to personal car; pay no tax. Legal. Page 56

As you can see, *The Experts' Guide* is filled with dozens of secret ways to turn the tables on the IRS and cut your tax bill to shreds.

Think of all the needless taxes you've been paying. But from now on, you won't have to!

From now on, you'll be able to enjoy the fruits of your labor to the fullest and pocket thousands of dollars in extra cash. Whether you desire a new car...a remodeled home...a bigger nest egg...or whatever, you'll be able to do it.

Without scrimping and saving. Without working longer hours. Without asking your boss for a raise.

To get started, simply send back the reply voucher in the enclosed postage-paid envelope. I'll send you the next 12 issues of TAX HOTLINE for just \$39. That's a full third off the basic rate.

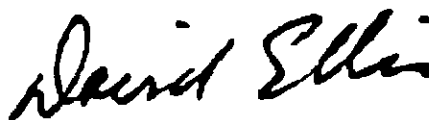
You'll receive *The Experts' Guide To Slashing Your Taxes* absolutely free. Plus...if you act within the next 11 days, I'll send you an additional free gift -- the TXH-100 desktop calculator. Designed with oversized keys and a large LCD display, the TXH-100 is the fastest way to tally up all those tax savings you'll enjoy.

TAX HOTLINE comes with the following ironclad guarantee:

If it doesn't save you at least 100 times the subscription cost...if you don't find it informative and easy to understand...or if you're not satisfied for any reason whatsoever, just cancel your subscription and I'll give you a full refund. Even if you cancel on the last day of your subscription!

Either way, you get to keep both free gifts. You have nothing to lose except your debt to Uncle Sam. Please return the enclosed reply voucher now.

Sincerely,

A handwritten signature in black ink, reading "David Ellis". The signature is written in a cursive, flowing style.

David Ellis, Esq.
Senior Tax Specialist

DE:rfe

P.S. Remember, to qualify for the TXH-100, we must hear from you within 11 days.

Get An Interest-Free Loan From The IRS!

Most taxpayers allow too much tax to be withheld from their paychecks...then file for a refund and get their money back. In effect, they're giving the IRS an interest-free loan.

Well, why not do the opposite? Simply amend your W-4 form so that you're purposely *under-withholding*. Take the extra cash and use it as you see fit. Then pay back the "loan" later in the year by increasing your withholding

to cover the shortfall. Since the government treats withholding as if it had been taken evenly throughout the year, you pay no interest or penalties!

That's just one way to get interest-free cash. You'll find 2 others in your copy of *The Experts' Guide To Slashing Your Taxes*. To get your FREE copy, return the enclosed reply voucher.

- What IRS computers look for when they flag tax returns for an audit. And how to throw them off the scent without telling anything but the truth. Page 76
- Use this year's losses to get a refund on last year's taxes. Just file the little-known IRS form on page 51.
- Use ordinary savings bonds as a tax-saving gimmick. Shrewd, very shrewd. Page 38
- Have dinner with your spouse and deduct it on your tax return. Legal. Page 55
- Clever way to make an IRS auditor close your case fast. Important: Perfectly legal. Page 78
- How to get more money out of your 401(k) plan. Things your company's benefits department never told you. Page 70
- Your parents pay their own medical expenses, but you get the deduction. Legal and upheld by the courts! Page 29
- You have a capital gain of \$20,000, but only pay tax on \$10,000. No losses needed to offset it...just know about the big, gaping loophole! Page 37
- Computer software program that lowers your chance of an audit! Available at most office-supply stores. Page 4

The Stock Market Declines: For Most People, Bad News...But You Use It To Give Yourself a TAX-FREE Retirement!

Thanks to a quirk in the tax law, you can use stock market declines to give yourself TAX-FREE retirement income! Here's how:

As you probably know, all the money you have in your IRA will be taxed as ordinary income when you take it out.

And as you probably also know, there's another kind of IRA called a Roth IRA... which lets you take out money *tax-free*.

There's a big catch, though. If you want to convert your existing IRA into a Roth IRA, you have to pay taxes on the money *now*. So if you're in the 35% tax bracket and want to convert your \$50,000 IRA into a Roth, it'll cost you a hefty \$17,500 to do so!

What do you do? Simple: Convert to a Roth after major market declines! If these declines cause the value of your \$50,000 portfolio to drop to \$30,000, you'll save a whopping 40% when you convert.

But here's the best part: When the stock market rebounds and your portfolio goes back to \$50,000, you will have kept yourself from *ever* having to pay taxes on the \$20,000 difference.

Plus...any and all future gains will *also* be tax-free! So whether you end up with \$60,000 ...\$80,000...\$100,000...or more, you can tap into that money throughout retirement and not pay a single dime in taxes!

- Deduct thousands of dollars without a single receipt! Little-known provision in the Tax Code lets you do it. Page 83
- Give over \$22,000 to your child, but pay NO gift tax. Huge loophole. Page 25
- Use the losses of one business to offset the profits of another. Legal. Page 53
- All gambling winnings of \$600 or more are reported as income to the IRS. But there's a loophole that lets you keep them tax-free. Page 30
- You donate \$12,000 worth of goods to charity, but legally deduct \$17,000! Little-known provision in this tax law. Page 50
- Pass on the family business without paying any estate tax. Provision in this tax law lets you do it. Page 58
- 72 years old and still contributing to IRA. Legal. Page 72

Claim Your Parents As Dependents

—Even If They Live Hundreds Of Miles Away And You Pay Less Than 50% Of Their Support!

The Tax Code says you can claim someone as a dependent only if you provide more than half that person's support. But there's a little-known loophole that lets you get around the 50% requirement...

If you and your siblings share the cost of supporting your parents, you can take turns claiming them! All you have to do is decide

who gets to claim them this year, then let the IRS know by filing Form 2120.

Every year thereafter, simply refile the form and change the person who claims the exemption!

More loopholes in your FREE copy of *The Experts' Guide To Slashing Your Taxes*. To order, see the enclosed reply voucher.

- Your first \$80,000 of income is tax-free! Astonishing loophole. Page 73
- Deduct the cost of laundry and dry cleaning. Legal! Page 57
- Sell your business at a profit and pay no capital gains tax. Huge loophole. Pages 8-9
- Sell rental property at a huge profit and pay NO capital gains tax. Enormous loophole. Page 8
- Pass your assets down to future generations. New "dynasty trusts" let you do it tax-free. Details. Page 89
- Increase the payout from your company pension plan. Simple strategy gives you greater retirement income without having to pay in more money. Page 65
- You sell mutual fund shares for a \$2,500 profit, but report a capital gain of only \$500 to the IRS. Perfectly legal! Pages 33-34
- When it's OK to refuse to provide records to IRS agents. Do this, and they can't touch you. Page 82
- You give your child \$50,000 for college, but he still qualifies for financial aid. Here's how. Page 89

Take Early Withdrawal From IRA

...Pay NO Taxes Or Penalties!

Need cash now? Here's how to get it from your IRA—tax- and penalty-free!

The Tax Code says that if you withdraw money from a regular IRA before age 59½, you have to pay a 10% penalty tax. But it also says that NO penalty is owed if you take the money out in the form of an annuity—a series of equal payments over your life expectancy.

But here's how to get that cash all at

once. Just take out a home equity loan of up to \$100,000...then use the annuity payments from the IRA to pay the mortgage.

The annuity payments are taxable income, but since the interest payments on the mortgage are tax deductible, they offset your taxes. Depending on interest rates and your life expectancy, you can end up taking the money tax-free!

- Deduct the cost of college tuition. Legal! Page 26
- Erase 100% of capital gains by transferring assets to spouse! Step-by-step instructions. Page 9
- Write off employee travel expenses without receipts. Here's how. Page 56
- Contribute \$9,000 a year to an IRA. Legal! Page 64
- You can't use bankruptcy to wipe out a tax bill, right? That's what the IRS wants you to think, but take a look at this. Page 16
- How the IRS finds out about nannies and other "off-the-books" employees. And what to do to protect yourself. Page 23
- Deduct the cost of your swimming pool! Just follow these simple rules and the IRS has no choice but to approve the deduction. Page 23
- Beware: Certain capital losses are NOT deductible under the current tax law. What to watch out for. Pages 83-84
- How to open a Swiss bank account by mail. Plus...how to deposit over \$10,000 without having it reported to the U.S. government. Page 41

DOUBLE Your Tax Deductions

—Without Spending A Penny More Than You Do Now!

The Tax Code says you can take miscellaneous deductions only if they are over 2 % of your Adjusted Gross Income... and medical expenses only if they're over 7½ % of your AGI.

But exceeding these limits is easy when you use a simple technique called "bunching." Here's how it works:

In years when you don't think you'll exceed the limits, you pay as few expenses as possible. For example, you put off paying year-end bills until January. And you shift your end-of-the-year charitable giving to January, too.

In years in which you think you *will* go over the limits, you bunch together as many expenses as you can from the previous and following years. For example, you prepay January's bills in December. Or you schedule elective surgery for this year instead of next.

What you end up with is a 2-year approach: In Year 1, you bunch together expenses, and itemize the deductions. In Year 2, you spend as little money as possible, and take the standard deduction instead.

Result: In Year 2, when you have practically zero expenses, you still get the standard deduction of \$4,850. And, in Year 1, you end up deducting far more than you normally would have.

Bunching is a great way to increase your deductions. But you know what? It's just the tip of the iceberg. That's because there are dozens of legal tax deductions that you've probably never heard of. You'll find them in your FREE report, *The Experts' Guide To Slashing Your Taxes*. Here's a sample of what you'll discover:

- How to legally deduct commuting expenses. Page 30
- How to deduct part of your grocery bill. Page 29
- How to deduct 100% of business meals. Page 46
- How to deduct the cost of Weight Watchers® and Jenny Craig®. Page 23
- How to deduct your married child's medical bills—even though you don't claim her as a dependent! Little-known tax-saving secret. Page 23
- How to deduct auto mileage, even if you don't use the car for business. Page 17
- Over-the-counter medicines aren't deductible, right? *Wrong!* Legal way to write off aspirin, vitamins, and more. Page 28

Much more in your FREE copy of *The Experts' Guide To Slashing Your Taxes!*

- Why you should NOT hold stocks in your IRA. Believe it or not, this tax law provides a penalty for doing so! Here's what to do instead. Pages 32-33
- The law says you're not allowed to claim a loss on any property you sell to a relative. You do it anyway, thanks to our huge loophole. Page 29
- How to beat the Alternative Minimum Tax. 10 legal ways to hold on to your hard-earned money. Page 18

Turn \$20,000 Into \$58,000

—And Get 3 Different Tax Write-Offs At The Same Time!

How would you like to lower your income tax...lower your capital gains tax...lower your estate tax...raise your retirement income...and help a worthy cause...all with one simple move?

Well, you can! The secret is a little-known strategy called the Deferred Payment Gift Annuity, or DPGA. Here's how it works...

You make a gift of stocks or other appreciated assets to a charity of your choice...and get a nice tax deduction. In return for the gift, the charity agrees to start paying you income on those assets in the future, usually upon your retirement.

In essence, you get to collect income on assets you no longer own. That means: 1) You

don't have to pay estate taxes on the assets; 2) you don't incur a capital gain when you give away the assets; and 3) you get a hefty tax deduction now for the generous gift you just gave to charity.

Best of all, through the magic of tax-deferred compounding, you get income that far exceeds the amount of your gift! For example, if you give away \$20,000 now and start drawing income on it in 10 years, you can get a total income of \$58,760! If you'd like to find out more about deferred giving, turn to page 91 of *The Experts' Guide To Slashing Your Taxes*. To get your FREE copy, see the enclosed reply voucher.

- No receipts for your charitable contributions? No problem, as long as each donation is below the magic number. Page 17
- Take charitable deductions today for contributions you won't make for years! 3 ways to exploit the tax law. Page 91
- Why joint ownership of your home can end up costing you big! And whose name you should put on the deed instead. Page 22
- Flood misses your house; you take deduction anyway. No objection from IRS. Page 25
- Deduct musical instruments and music lessons! Legal! Page 29
- You're always safe taking the standard deduction, right? Wrong! Sometimes it's a red flag that gets you audited. How to tell...and what to do about it. Page 60
- How to legally deduct child support. Page 28

FREE MONEY...Yours For The Asking!

It's true! This tax law allows you to claim thousands of dollars in free money from the government.

How? Through a whole slew of *tax credits*.

As you may know, tax credits are actual dollar-for-dollar reductions in your tax bill. So a \$500 credit means you pay \$500 less in taxes, a \$1,000 credit means you take \$1,000 off your taxes...and so on.

How do you qualify for tax credits? Well, this tax law provides so many of them, it's hard *not* to qualify! For example...

- ☐ One credit gives you \$1,500 a year for each dependent child that is attending college.
- ☐ Another gives you up to \$2,000 if you or your spouse are taking continuing education courses (regardless of whether or not they're career-related).
- ☐ Another credit pays up to \$2,100 of the cost of baby-sitting or day-care expenses.

These are just a few of the tax credits available under this tax law. There are many more. And you'll get complete details in your FREE report, *The Experts' Guide To Slashing Your Taxes*.

- Taxpayer sells \$17 million worth of stocks, pays no capital gains taxes! His secret can work for you, too. Page 16
- Deduct real estate losses against ordinary income. Legal. Page 2
- Leave your grandchildren a fortune without paying the generation-skipping transfer tax. Simple strategy. Page 25
- Pay no Social Security tax on your earnings! Legal! Page 11
- When the IRS has to pay you interest! If they miss this deadline by a single day, they're legally obligated to do so. Page 15
- When it's safe to ignore the April 15th filing deadline. No interest. No penalties. No nasty visits from the Feds. Page 14
- When you should file for a tax refund even if you're not owed one. Clever trick keeps the IRS far away from getting its hands on your money. Page 14

3 Ways To Deduct Your Vacations

According to Section 162 of the Tax Code, travel and lodging expenses are deductible when the purpose of the trip is for business.

Here's the key: Those expenses remain deductible even if the trip is extended for pleasure. In effect, this lets you deduct your vacations. *Here are just a few ways to do it...*

1 Mix business with pleasure. If your business meetings are spread out over a week, the overall trip is considered a business trip, no matter how many vacation activities you engage in in-between. So if you have meetings on Monday, Wednesday, and Friday, and go scuba diving on Tuesday and Thursday, the IRS will still consider it a business trip.

2 Take a "business trip" without seeing clients. Let's say you've always wanted to go to Las Vegas. One day, while looking through your industry trade magazine, you notice there's an upcoming convention or seminar there. Bingo!

You book a seat at the convention, which happens to be on a Thursday. But your travel agent informs you that you have to stay over the Saturday night to qualify for the airline's super-saver fare.

Since staying over through Saturday results

in an overall savings on travel costs, the IRS lets you deduct your lodging expenses for Friday and Saturday nights. *Result:* You get to deduct 3 days of vacation for a one-day business trip!

3 Take it s-l-o-w. What's the best way to travel to your business destinations? Ocean liner, of course! *Reason:* The IRS counts days in transit as business days.

Let's say you have a 2-day business meeting in London, followed by a week of vacation. If you fly (one day each way), you're only spending 37% of your time on business (2 days of travel + 2 days of business divided by 11 days total). But if you sail (5 days each way), you're spending 63% of your time on business — even though you're enjoying yourself on the cruise!

BONUS TIP: Pay for your trip with tax-free cash! Next time you go away, finance the trip by renting out your home. According to the Tax Code, if you rent your home for under 15 days, the income is tax-free!

For more tax-wise travel tips...including how to deduct your *spouse's* travel expenses... see your FREE copy of *The Experts' Guide To Slashing Your Taxes*.

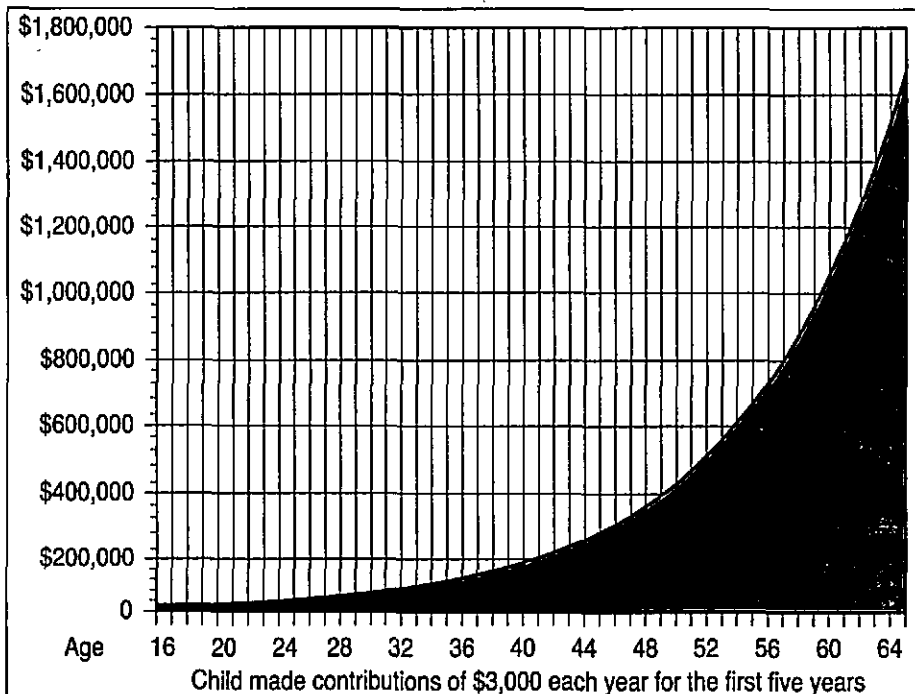
- Legal way to pay your back taxes for 10 cents on the dollar! The IRS hopes you never read about this.
Page 16

- Dirty tricks IRS agents use to make your accountant cave in. Your best self-defense -- page 79.

- This tax law says country club fees are no longer deductible. You deduct them anyway, thanks to our loophole on page 2.

- Certified mail proves you sent your return to the IRS, right? Wrong! It only proves an envelope was delivered. Try this foolproof alternative instead.
Page 14

Make Your Grandchild A TAX-FREE Millionaire!



If your teenaged child or grandchild is gainfully employed, she can contribute up to \$3,000 a year to a Roth IRA. The contributions aren't tax deductible, but at the child's puny tax bracket, it doesn't matter.

Let's say the child puts in \$3,000 a year between the ages of 16 and 20...and then doesn't contribute another dime. If the Roth IRA earns 10% per year, the child will have \$1,615,363 when she's 65. And the money will be 100% tax-free!

- Why your will should leave less to your family members. (They won't like the sound of this at first, but they'll thank you later!) Page 86
- Savings accounts that accumulate income tax-free. And anyone can set them up...without a lawyer or accountant. Page 13
- The common estate planning mistake that voids your marital deduction on estate taxes! Don't let your spouse be left holding the bag. Page 89
- How to legally hide assets from the IRS. No foreign bank accounts required. Page 13
- Your income grows...but your tax bracket shrinks! Ingenious paper-shuffling strategy. Upheld by the U.S. Supreme Court! Page 52
- What you should never tell your accountant about your taxes. It could come back to haunt you. Page 78

"The IRS Would Have Fired Me For Revealing These Secrets!"

"Ms. X," former IRS agent

One of the regular contributors to TAX HOTLINE is a former IRS agent whom we simply refer to as "Ms. X, Esq."

As a high-ranking IRS official, Ms. X gained firsthand knowledge of the inner workings of the agency—knowledge that she shares with our TAX HOTLINE readers. For example, she reveals...

- What IRS computers look for on your return. And how to throw them off the scent without telling anything but the truth. Page 76

- How to deal with difficult or unscrupulous IRS agents. Just say these "magic words" and you'll turn the nastiest IRS attack dog into a pussycat. Page 80

- How to stop an IRS collection action dead in its tracks. Just file the right form and the action automatically gets put on hold. Page 14

- Show up at an audit without receipts; win your case anyway. Here's how. Page 84

- And much more!

To try a risk-free subscription, simply return the enclosed reply voucher.

- Sell your business and stay on as an employee or consultant, right? Wrong! Can get you in BIG trouble with the Feds. Page 55
- How states you used to live in come out of the woodwork and tax your estate when you die. Precaution you need to take to make sure your heirs get every penny you intend for them. Page 88
- Reduce your taxable income by \$25,000 in one fell swoop. Little-known loophole lets you deduct passive losses against your salary! Page 18
- Retire with a pension for substantially more than you're making right now. Fully deductible by your corporation. Page 73
- Innocent taxpayer mistake that extends the statute of limitations forever! Don't overlook this or the IRS could come looking for you in 20 years. Page 78
- The IRS can never find out that "business lunch" was with your friends, right? Wrong! Here's the sneaky tactic they use to catch you...plus, your best self-defense. Page 79

No. 214

David S. Lin

Authorized Signature

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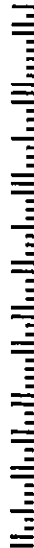
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Mr. David Linden

Housing Authority

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Caldwell, ID 83606-0070



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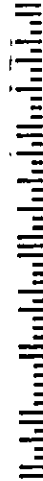
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David Linden
 PO Box 70
 Caldwell, ID 83606-0070

|||||

August 12, 2003

Dear David,

If you'll be kind enough to give me three minutes of your time, I'll repay you with a free gift that will give you increased energy. More stamina. Greater alertness. And. . .

A "Perk-Up" that's Completely Natural and Safe.

You get all that from Dynergy™ - one of our most popular supplements. Like thousands of our customers, you'll find it makes you feel more "alive" - even when you're stressed or running on low. It gives you the "oomph" to work, to play, to exercise - to be as active as you want. The best part of all this? While the regular price is \$25.97 plus \$5.00 shipping, I'd like to send you this bottle of all natural Dynergy™. . .

At No Charge to You!

Even the shipping and handling is FREE! Why am I doing this David? Simple. I want to introduce you to some of our natural health products.

Our challenge is matching each product with the right person. So we're trying something really different - that can be of great benefit to you.

If you'll help us, by sharing what health issues matter most to you, we'll send you some of our products to "try" from time to time, on a free trial basis. You're never obligated to buy anything you don't want. Pay only if you decide to keep it. And you can return anything you wish with our postage-paid label. Therefore, there's absolutely. . .

No Risk to You!!

Just indicate your preferences on the back. Sign your name. Pop this letter in the envelope. Remember to enclose your gift check.

That's how easy and simple it is to get your free bottle of Dynergy™ - a \$30 value. And to "preview" some of our products without risk.

Check the boxes that apply to you on the back. Return this letter today.

All the best,

Veronica Simental

P.S. We've built our company on one premise: That you have to earn a customer's trust before you ask for their business - that's why we offer you a free gift. And ask for NO money up front!

P.P.S. May I send you a 30-day supply of Dynergy™ - a \$30 value - FREE? Just check the boxes. Mail this letter today. There's no risk to you.

(Turn Over Please)

Free Gift

Plus

Preview a Product from Time to Time With No Risk

☐ **Yes**, please send my FREE gift. I've completed your survey below. Based on my answers, send me a product to try, from time to time, on a 30-Day Free Trial basis.

If I don't want any product, I'll simply return it and *owe nothing*. No questions asked.

However, if satisfied, I'll gladly pay the bill that comes with it and continue to receive a fresh supply of it each month with a bill.

I may cancel future shipments at any time. I understand I can return anything I don't want with your "postage-paid" label at no cost to me. Since there's no risk, I'm going ahead.

Check Only the Boxes that Apply to You

- | Interested
Very Interested | | Interested
Very Interested | |
|--|--|--|--------------------------------------|
| 1 ☐ ☐ | Menopause/PMS | 18 ☐ ☐ | Increase sexual energy (age related) |
| 3 ☐ ☐ | Maintain cholesterol levels (that are already in the normal range, as part of a healthy diet) | 19 ☐ ☐ | Maintain healthy eyesight |
| 4 ☐ ☐ | Reduce wrinkles/age spot visibility | 20 ☐ ☐ | Keep immune system healthy |
| 5 ☐ ☐ | Multi-vitamin for overall health | 21 ☐ ☐ | Serious athlete/improve performance |
| 7 ☐ ☐ | Maintain bowel regularity | 22 ☐ ☐ | A "lift" from blues/sadness |
| 8 ☐ ☐ | Joint discomfort (age related) | 23 ☐ ☐ | Maintain a healthy heart |
| 10 ☐ ☐ | Keep prostate healthy | 24 ☐ ☐ | Leg cramps (night time) |
| 11 ☐ ☐ | Lose weight | 25 ☐ ☐ | Get a good night's sleep |
| 12 ☐ ☐ | Healthy glowing skin with natural mask & cleanser | 26 ☐ ☐ | Maintain healthy gums |
| 13 ☐ ☐ | Increase energy | 27 ☐ ☐ | Maintain healthy lungs |
| 14 ☐ ☐ | Maintain bone density | 28 ☐ ☐ | Anti-aging, antioxidant formula |
| 15 ☐ ☐ | Enhance memory/brain function | 29 ☐ ☐ | Maintain hair fullness/hair health |
| 17 ☐ ☐ | Blood sugar support (to be used as part of your diet, not intended to affect abnormal blood glucose) | 30 ☐ ☐ | Back and vertebrae health |
| | | 31 ☐ ☐ | Indigestion/gas |

Sex: ☐ Male ☐ Female

Date of Birth: _____ / _____ / _____
Month Day Year

X

Sign name here

Your e-mail address

Also, please circle the one that is the most important to you.

mail to:

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3198 Airport Loop Drive, Suite G
Costa Mesa, CA 92626-3407

Tabak's Health Products
3198 AIRPORT LOOP DRIVE SUITE G
COSTA MESA, CALIFORNIA 92626

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|||||

- Stay calm • Stay on phone until told to hang up
- When calling for help, give name, address, phone number

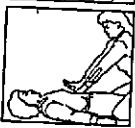
CHOKING ADULT OR CHILD OVER 1 YEAR OLD:

Ask "Are you choking?" Assume "Yes" if victim can't breathe, speak, gasp, or cough, or makes high-pitched sounds.



Have **SOMEONE CALL EMERGENCY MEDICAL HELP (USUALLY 911)**. Perform Heimlich Maneuver: From behind victim wrap arms around waist. Make a fist, thumbside down, and grasp with other hand on victim's stomach, as shown. **PRESS** fist into stomach with quick upward thrust. Repeat thrusts until effective or victim becomes unconscious.

IF VICTIM IS UNCONSCIOUS Lower to floor (A) **FINGER SWEEP MOUTH** for object ONLY if it is seen (B) **OPEN AIRWAY**: Tip victim's head back, pinch nose shut, seal mouth with yours, give 2 full breaths (C) **IF AIR WON'T GO IN PERFORM STOMACH THRUSTS**. Place heel of one hand on stomach, other hand on top. Press 6-10 times Repeat (A) (B) (C) until effective or aid comes.



CHOKING INFANT TO 1 YEAR OLD:

Have **SOMEONE CALL EMERGENCY MEDICAL HELP (USUALLY 911)**. Place infant face down on your forearm, supporting with hand as shown (Fig. 1) Give 4 firm **BACKBLOWS** between shoulder blades with heel of other hand. If ineffective, turn infant over, give 4 **CHEST THRUSTS** with index and middle fingertips (Fig 2) Repeat until effective or infant loses consciousness

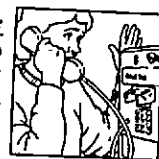


IF INFANT IS UNCONSCIOUS (A) Put on flat surface, lift jaw, look in mouth. **IF OBJECT SEEN**, finger sweep to remove (Fig. 3) (B) **OPEN AIRWAY**: Tip infant's head back, lift chin, seal your lips over nose/mouth, give 2 full breaths (C) **GIVE 4 BACKBLOWS**, then 4 **CHEST THRUSTS** Repeat (A) (B) (C) until effective, or help comes.

Fig. 3



HEART ATTACK WARNING SIGNS

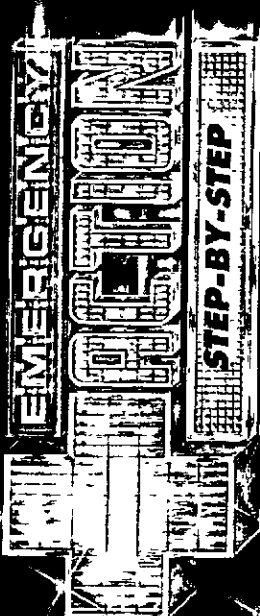


Uncomfortable pressure, fullness, squeezing or pain in chest **LASTING 2 MINUTES OR MORE**. Pain spreading to shoulders, neck, jaw, arms or back. Dizziness, fainting, sweating, nausea and/or shortness of breath (One or more symptoms may occur. They may go away and return.)

WHAT TO DO: 1. **PROMPTLY** call emergency help or rush victim to hospital. (If you have warning signs, **DON'T** drive.) 2. Make conscious victim comfortable, head raised 3. Check for medical tags and medications. 4. If no breathing, give mouth-to-mouth (See other side) 5. If no pulse, give CPR if trained.

POISONING

Call Poison Control Center or hospital emergency room. **DO NOT INDUCE VOMITING UNLESS ADVISED BY MEDICAL AUTHORITY.** **SWALLOWED POISON** Have victim rinse, then drink small glass of water unless unconscious, can't swallow, or having convulsions. **POISON ON SKIN** Remove contaminated clothing, flush skin with water/15 minutes. Wash gently with soap and cool water, rinse. **POISON IN EYE** Flush eye for 15 minutes with lukewarm water poured from container (or tap). Blink often. **DO NOT** rub eyes or use eyedrops. **INHALED POISON** Move victim to fresh air. If no breathing, give mouth-to-mouth (See other side)



WHAT TO DO UNTIL HELP ARRIVES FOR:
• CHOKING • HEART ATTACK • BURNS • BLEEDING
• FRACTURES • POISONING • SHOCK • STROKE

GET HELP FAST WITH THESE MEDICAL FACTS!

EMERGENCY IDENTIFICATION

Name _____

Home Address _____

City, State, Zip _____

Home Phone _____

Work Phone _____

Blood Type _____

Medical Conditions _____

Medications _____

Person to Contact _____

Phone _____

Ambulance/EMS _____

Poison Control Center _____

Hospital _____

Doctor(s) _____

Other _____

• MOUTH TO MOUTH BREATHING:

(A) Tilt victim's head back, lift chin. Look, listen, feel for pulse (B) If no breathing, pinch nose shut, seal mouth with your mouth, give 2 **FULL BREATHS**. (C) If still no breathing, continue (B) giving 1 full breath every 5 seconds until aid comes



Residential Instruction Manual For Electric Water Heaters

**INSPECTOR
NO. 7**

phase II



GAMA certification applies to all residential electric water heaters with capacities of 20 to 120 gallons with input rating of 12kw. or less at a voltage no greater than 250V.

ALL TECHNICAL AND WARRANTY QUESTIONS: SHOULD BE DIRECTED TO THE LOCAL DEALER FROM WHOM THE WATER HEATER WAS PURCHASED. IF YOU ARE UNSUCCESSFUL, PLEASE WRITE TO THE COMPANY LISTED ON THE WARRANTY SHEET WHICH CAME WITH THE WATER HEATER.

WARNING

READ THE GENERAL SAFETY SECTION BEGINNING ON INSIDE COVER AND THEN THIS ENTIRE MANUAL BEFORE INSTALLING OR OPERATING THIS WATER HEATER.

General Safety

WARNING

Improper installation, adjustment, alteration, service or maintenance can cause DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE. Refer to this manual for assistance, consult the local electric utility and/or the manufacturer whose name appears on the rating plate for further information.

WARNING

At the time of manufacture this water heater was provided with a combination temperature-pressure relief valve certified by a nationally recognized testing laboratory that maintains periodic inspection of production of listed equipment or materials, as meeting the requirements for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems, and the latest edition of ANSI Z21.22 and the code requirements of ASME. If replaced, the valve must meet the requirements of local codes, but not less than a combination temperature and pressure relief valve certified as meeting the requirements for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems, ANSI Z21.22 by a nationally recognized testing laboratory that maintains periodic inspection of production of listed equipment or materials. The valve must be marked with a maximum set pressure not to exceed the marked hydrostatic working pressure of the water heater (150 lbs./sq. in.) and a discharge capacity not less than the water heater input rate as shown on the model rating plate. (Electric heaters - watts divided by 1000 x 3415 equal BTU/Hr. rate.)

Your local jurisdictional authority, while mandating the use of a temperature-pressure relief valve complying with ANSI Z21.22 and ASME, may require a valve model different from the one furnished with the water heater.

Compliance with such local requirements must be satisfied by the installer or end user of the water heater with a locally prescribed temperature-pressure relief valve installed in the designated opening in the water heater in place of the factory furnished valve.

For safe operation of the water heater, the relief valve must not be removed from its designated opening or plugged.

The temperature-pressure relief valve must be installed directly into the fitting of the water heater designated for the relief valve. Position the valve downward and provide tubing so that any discharge will exit only within 6 inches above, or at any distance below the structural floor. Be certain that no contact is made with any live electrical part. The discharge opening must not be blocked or reduced in size under any circumstances. Excessive length, over 30 feet, or use of more than four elbows can cause restriction and reduce the discharge capacity of the valve.

No valve or other obstruction is to be placed between the relief valve and the tank. Do not connect tubing directly to discharge drain unless a 6" air gap is provided. To prevent bodily injury, hazard to life, or property damage, the relief valve must be allowed to discharge water in quantities should circumstances demand. If the discharge pipe is not connected to a drain or other suitable means, the water flow may cause property damage.

The Discharge Pipe:

- Must not be smaller in size than the outlet pipe size of the valve, or have any reducing couplings or other restriction.
- Must not be plugged or blocked.
- Must be of material listed for hot water distribution.
- Must be installed so as to allow complete drainage of both the temperature-pressure relief valve, and the discharge pipe.
- Must terminate at an adequate drain.
- Must not have any valve between the relief valve and tank.

WARNING

HAZARD OF ELECTRICAL SHOCK! Before removing any access panels or servicing the water heater, make sure the electrical supply to the water heater is turned "OFF". Failure to do this could result in DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE.

WARNING

HOTTER WATER CAN SCALD: Water heaters are intended to produce hot water. Water heated to a temperature which will satisfy clothes washing, dish washing, and other sanitizing needs can scald and permanently injure you upon contact. Some people are more likely to be permanently injured by hot water than others. These include the elderly, children, the infirm, or physically/mentally handicapped. If anyone using hot water in your home fits into one of these groups or if there is a local code or state law requiring a certain temperature water at the hot water tap, then you must take special precautions. In addition to using the lowest possible temperature setting that satisfies your hot water needs, a means such as a mixing valve, should be used at the hot water taps used by these people or at the water heater. Mixing valves are available at plumbing supply or hardware stores. Follow manufacturers instructions for installation of the valves. Before changing the factory setting of the thermostat, read the "Temperature Regulation" section in this manual.

WARNING

WATER HEATERS EQUIPPED FOR ONE VOLTAGE ONLY: This water heater is equipped for one type voltage only. Check the rating plate near the bottom access panel for the correct voltage. DO NOT use this water heater with any voltage other than the one shown on the model rating plate. Failure to use the correct voltage can cause problems which can result in DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE. If you have any questions or doubts consult your electric company.

WARNING

INSULATING JACKETS: When installing an external water heater insulation jacket on an electric water heater:

- a. DO NOT cover the temperature-pressure relief valve.
- b. DO NOT put insulation over the access covers or any access areas.
- c. DO NOT cover or remove operating instructions, and safety related warning labels and materials affixed to the water heater.

WARNING

Do not use this appliance if any part of it has been under water. An electrical short or malfunction could occur. The water heater should be replaced.

CAUTION

WATER HEATERS EVENTUALLY LEAK: Installation of the water heater should be accomplished in such a manner that if the tank or any connections should leak, the flow of water will not cause damage to the structure. When such locations cannot be avoided, a suitable drain pan should be installed under the water heater. Drain pans are available at your local hardware store. Such a drain pan must be piped to an adequate drain. Under no circumstances is the manufacturer to be held liable for any water damage in connection with this water heater.

**FOR THE NAME AND ADDRESS OF THE COMPANY,
REFER TO THE RATING PLATE ON THE WATER HEATER.**

5 YEAR TANK - 1 YEAR PARTS
PRODUCT WARRANTY
RESIDENTIAL WATER HEATER

5 YEAR LIMITED WARRANTY ON TANK

The "Company" warrants the tank in this water heater in case of a leak within five (5) years from the date of purchase or, in the absence of a Bill of Sale verifying said date, from the date indicated on the model rating plate affixed to this water heater; provided, however, that use of this water heater for commercial, institutional, industrial, or other non-residential purposes, shall limit the maximum duration of this tank warranty to one (1) year from date of purchase. In case of a defect, malfunction, or failure to conform to this warranty, the Company will repair or replace this water heater. No labor, installation, or freight (if any) charges are included in this warranty. You must pay these costs.

Prior to return of this water heater or part to the manufacturer for inspection, the Company will, if requested, ship a replacement water heater or part C.O.D. and later provide such reimbursement as subsequent inspection indicates is due under these warranties.

1 YEAR LIMITED WARRANTY ON PARTS

The Company warrants the component parts of this water heater to be free from defects in material and workmanship for a period of one (1) year from the date of purchase or, in the absence of a Bill of Sale verifying said date, from the date indicated on the model rating plate affixed to the water heater; provided, however, that use of this water heater for commercial, institutional, industrial, or other non-residential purposes shall limit the maximum duration of this parts warranty to one (1) year from date of purchase. In case of a defect, malfunction, or failure to conform to this warranty, the Company will repair or replace, at its option, the part(s) of the water heater. No labor, installation, or freight (if any) charges are included in this warranty. You must pay these costs.

Prior to return of this water heater or part to the manufacturer for inspection, the Company will, if requested, ship a replacement water heater or part C.O.D. and later provide such reimbursement as subsequent inspection indicates is due under these warranties.

**LIFETIME LIMITED WARRANTY ON LIFE LONG
OR SANDHOG ELEMENT(S)**

If the water heater is so equipped, the company agrees to replace the Life Long or Sandhog element if it ever proves to be defective in materials or workmanship. In such events, the consumer should return the defective part to the store from which it was purchased or to the factory listed on the model rating plate (postage prepaid and with a \$3.00 handling fee). The consumer shall also be responsible for all labor costs to remove the defective part and/or to install its replacement.

EXCLUSIONS AND LIMITATIONS OF THESE LIMITED WARRANTIES

1. THE LIMITED WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, HOWEVER, THAT IMPLIED WARRANTIES ARE NOT DISCLAIMED DURING THE ONE-YEAR PERIOD FROM DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
2. THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER, EITHER DIRECT OR CONSEQUENTIAL, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
3. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
4. These warranties shall be void and shall have no effect:
 - a. If the design or structure of the water heater is, or is attempted to be, modified or altered in any way, including, but not limited to, by attaching non-Company approved appliances or equipment.

(continued on back)

EXCLUSIONS AND LIMITATIONS (continued)

- b. If the water heater is not properly installed in accordance with the latest issue of (1) the National Fire Protection Association (NFPA) No. 54; (2) the National Fuel Gas Code, American National Standards Institute (ANSI) Z223.1, if a gas water heater, or the National Electrical Code, if an electric water heater; (3) all local ordinances and regulations pertinent to water heaters; and (4) the installation and instruction manual provided with this water heater. Items (1) and (2) are available from your local government or public library, or by writing NFPA, Batterymarch Park, Quincy, Ma. 02269.
 - c. If the water heater is installed outdoors. This water heater is intended for indoor installation only.
 - d. If the water heater is converted, or is attempted to be converted from one type gas to another, if a gas water heater, or from one voltage or wattage to another, if an electric water heater.
 - e. If the water heater is not equipped with new temperature and pressure protective equipment required by local codes, but not less than a combination temperature-pressure relief valve certified by a nationally recognized testing laboratory that maintains periodic inspection of production of listed equipment or materials, as meeting the requirements for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems, the latest edition of ANSI Z21.22. This valve must be marked with a maximum set pressure not to exceed the marked hydrostatic working pressure of the water heater.
 - f. If the water heater is not operated within the factory calibrated temperature limits.
 - g. If leaks in the tank, or defects in other parts, arise as the result of improper use, negligence in operation (such as elements burned out in a dry tank, sediment deposit failures, etc. with the exception of the Sandhog or Life Long) or accident, or from inability of the water heater or any of its parts to function because of repairs, adjustments, or replacements improperly made outside the Company's factory, or because of fire, floods or lightning.
 - h. If the water heater element(s) (except Sandhog or Life Long) fail due to sediment build-up.
 - i. If the model rating plate has been defaced or discarded and you do not have a Bill of Sale to verify the purchase date.
 - j. If (1) installed in an area where leakage of the tank or connections would result in damage to the area adjacent to the water heater, or (2) where such a location is unavoidable a suitable drain pan is not installed under the water heater. When a drain pan must be used, the pan must be 1½ inches deep and must have a minimum length and width of at least 2 inches greater than the diameter of the water heater and must be piped to an adequate drain. (See Instruction Manual.)
 - k. If the water heater or any of its components warranted herein is used other than as the complete and integrated system into which they have been manufactured by the Company and sold to the Warrantee.
 - l. When the water heater is used for space heating and either (i) its sizing does not conform to the specifications of both the Company and the heating component manufacturer, or (ii) it is used for other than residential purposes.
 - m. If the water heater is used to heat pools, whirlpools; or hot tubs, or with any equipment or system that uses heavily chlorinated or otherwise nonpotable water.
 - n. If leaks in the tank or defects in other parts occur as a result of the water heater being exposed to a highly corrosive atmospheric condition.
 - o. If leaking in the tank or defects in other parts occur as the result of the water heater containing and or being operated with desalinated (deionized) water.
 - p. If leaks in the tank or defects in other parts arise as a result of sizing that does not comply with the manufacturer's currently published sizing guides or sizing recommended by the manufacturer.
 - q. If this water heater or any part has been under water.
 - r. If a water heater replacement would be solicited for reasons of noise, taste, odor, discoloration, and/or rusty water.
 - s. If the water heater experiences the effects of thermal expansion or failure (reverses the bottom) due to excessive pressure.
- 5. Replacements and/or repairs furnished under these warranties do not carry a new warranty, only the unexpired portion of the original warranty.
 - 6. The terms of this warranty may not be varied by any person, whether or not purporting to represent or to act on behalf of the Company.
 - 7. In order to obtain service under these warranties you must promptly notify the installing contractor or dealer, giving the nature of the problem and the model and serial number of the water heater. If for any reason the installer or dealer cannot be located or fails to provide satisfactory warranty service, you should write the Company with the above information.

Table of Contents

General Safety	2
Table of Contents	3
Introduction	4
Preparing for the New Installation	4
Locating the New Water Heater	4
Facts to Consider About the Location	4
Typical Installation	5
Installing the New Water Heater	6
Water Piping	6
Temperature-Pressure Relief Valve	7
Filling the Water Heater	8
Wiring Diagram	8
Wiring	9
Installation Checklist	10
Temperature Regulation	10,12
Thermostats	11
Temperature Settings	11
Upper Thermostat Adjustment	11
Lower Thermostat Adjustment	12
Lower Thermostat Adjustment For Models With External Adjustment Knob	12
For Your Information	12,13
Start Up Conditions	12
Thermal Expansion	12
Strange Sounds	12
Operational Conditions	12,13
Rumbling Noise	12
High Temperature Shut Off System	12-13
Not Enough or No Hot Water	13
Water Is Too Hot	13
Periodic Maintenance	13-17
Temperature-Pressure Relief Valve Operation	14
Draining	14
Thermostat Removal	15
Element Cleaning/Replacement	15-18
Drain Valve Washer Replacement	18
Service	18
Leakage Checkpoints	19
Repair Parts	20

Introduction

Thank You for purchasing this water heater. Properly installed and maintained, it should give you years of trouble free service.

Abbreviations Found In This Instruction Manual

U.L.-Underwriters Laboratories, 333 Pfingsten Rd., Northbrook, IL 60062

National Electrical Code-This publication is available from your local government or public library or electric company or by writing to U.L. above.

A.N.S.I.-American National Standards Institute

Preparing for the New Installation

1. Read the "General Safety" section, page 2 of this manual first and then the entire manual carefully. If you don't follow the safety rules, the water heater will not operate properly. It could cause DEATH, SERIOUS BODILY INJURY AND/OR PROPERTY DAMAGE.
This manual contains instructions for the installation, operation, and maintenance of this electric water heater. It also contains warnings throughout the manual that you must read and be aware of. All warnings and all instructions are essential to the proper operation of the water heater and your safety. Since we cannot put everything on the first few pages, READ THIS ENTIRE MANUAL BEFORE ATTEMPTING TO INSTALL OR OPERATE THE WATER HEATER.
2. The installation must conform with the instructions in this manual; electric company rules; and Local Codes, or in the absence of Local Codes, with the latest edition of the National Electrical Code. This publication is available from your local government or public library or electric company or by writing Underwriters Laboratories, 333 Pfingsten Road, Northbrook, IL 60062.
3. If after reading this manual you have any questions or do not understand any portion of the instructions, call a plumbing inspector and/or local electric utility.
4. Carefully plan the place where you are going to put the water heater. Correct electrical wiring and connections are very important in preventing death from possible electrical shock and fires.
Examine the location to ensure the water heater complies with the "Locating the New Water Heater" section.
5. For California installation this water heater must be braced, anchored, or strapped to avoid falling or moving during an earthquake. See instructions for correct installation procedures. Instructions may be obtained from your local dealer, wholesaler, public utilities or California Office of the State Architect, 400 P Street, Sacramento, CA 95814.

Locating the New Water Heater

Facts to Consider About the Location

You should carefully choose an indoor location for the new water heater, because the placement is a very important consideration for the safety of the occupants in the building and for the most economical use of the appliance. **This water heater is not intended for outdoor installation.**

Whether replacing an old water heater or putting the water heater in a new location, the following critical points must be observed.

1. The location selected should be indoors as close to and as centralized with the water piping system as possible. This water heater, as well as all water heaters, will eventually leak. Do not install without adequate drainage provisions where water flow will cause damage.

CAUTION

WATER HEATERS EVENTUALLY LEAK: Installation of the water heater should be accomplished in such a manner that if the tank or any connections should leak, the flow of water will not cause damage to the structure. When such locations cannot be avoided, a suitable drain pan should be installed under the water heater. Drain pans are available from a local plumbing inspector or hardware store. Such a drain pan must be piped to an adequate drain. Under no circumstances is the manufacturer to be held liable for any water damage in connection with this water heater.

CAUTION

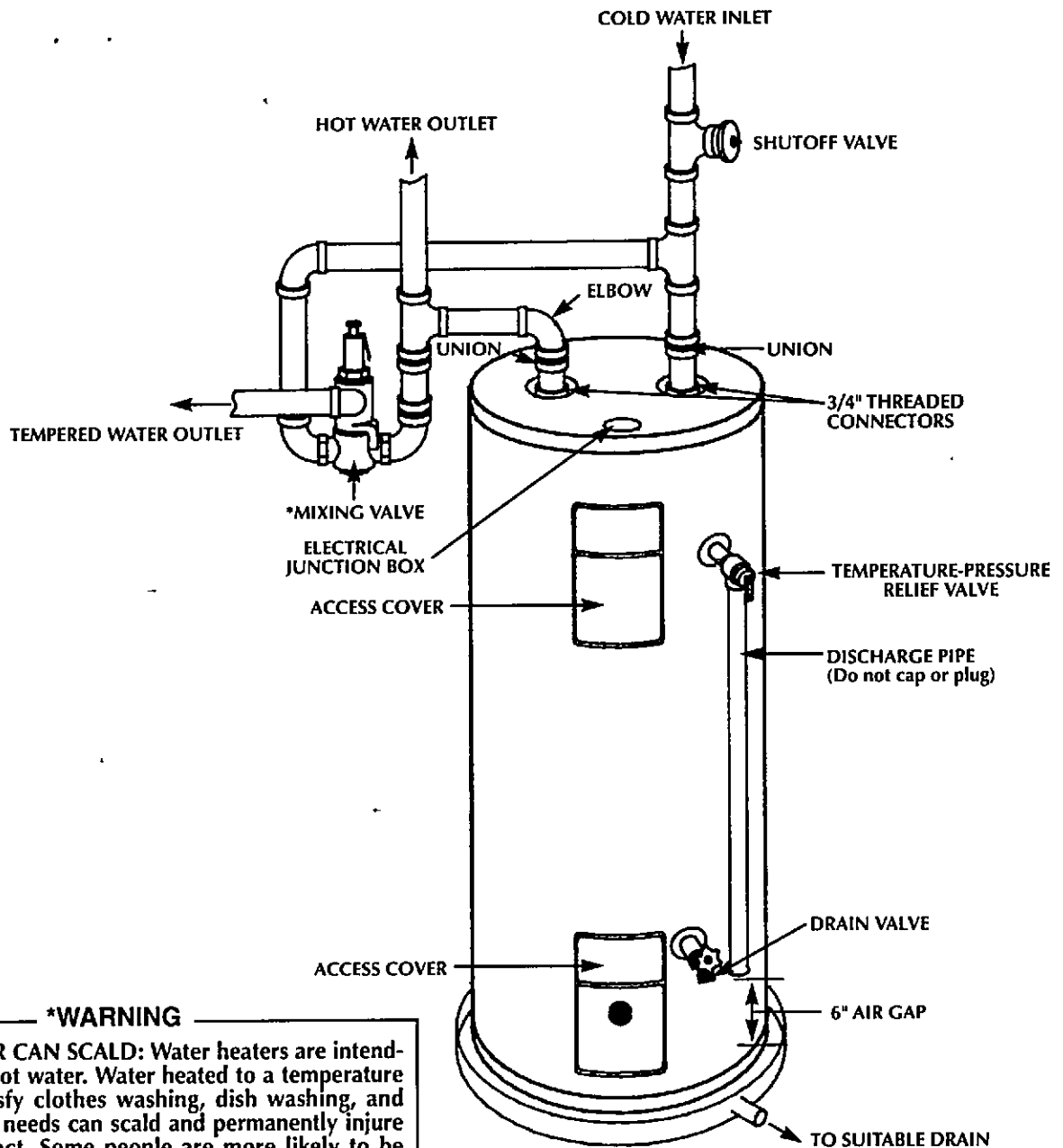
INSTALLATION IN RESIDENTIAL GARAGES: The water heater must be located and/or protected so it is not subject to physical damage by a moving vehicle.

2. The location selection must provide adequate clearances for servicing and proper operation of the water heater.

Typical Installation

CHECK ALL CONNECTIONS FOR LEAKS.

CONSULT THE LOCAL UTILITY COMPANY TO EXAMINE INSTALLATION FOR PROPRIETY AND SAFETY.



*WARNING

HOTTER WATER CAN SCALD: Water heaters are intended to produce hot water. Water heated to a temperature which will satisfy clothes washing, dish washing, and other sanitizing needs can scald and permanently injure you upon contact. Some people are more likely to be permanently injured by hot water than others. These include the elderly, children, the infirm, or physically/mentally handicapped. If anyone using hot water in your home fits into one of these groups or if there is a local code or state law requiring a certain temperature water at the hot water tap, then you must take special precautions. In addition to using the lowest possible temperature setting that satisfies your hot water needs, a means such as a mixing valve, should be used at the hot water taps used by these people or at the water heater. Mixing valves are available at plumbing supply or hardware stores. Follow manufacturers instructions for installation of the valves. Before changing the factory setting of the thermostat, read the "Temperature Regulation" section in this manual.

NOTE: To protect against untimely corrosion of hot and cold water fittings, it is strongly recommended that dielectric unions or couplings be installed on this water heater when connected to copper pipe.

Installing the New Water Heater

Water Piping

WARNING

HOTTER WATER CAN SCALD: Water heaters are intended to produce hot water. Water heated to a temperature which will satisfy clothes washing, dish washing, and other sanitizing needs can scald and permanently injure you upon contact. Some people are more likely to be permanently injured by hot water than others. These include the elderly, children, the infirm, or physically/mentally handicapped. If anyone using hot water in your home fits into one of these groups or if there is a local code or state law requiring a certain temperature water at the hot water tap, then you must take special precautions. In addition to using the lowest possible temperature setting that satisfies your hot water needs, a means such as a mixing valve, should be used at the hot water taps used by these people or at the water heater. Mixing valves are available at plumbing supply or hardware stores. Follow manufacturers instructions for installation of the valves. Before changing the factory setting of the thermostat, read the

The illustration shows the attachment of the water piping to the water heater. The water heater is equipped with $\frac{3}{4}$ " water connections.

If a water heater is installed in a closed water supply system; such as one having a back-flow preventer, check valve, water meter with a check valve, etc... in the cold water supply; means shall be provided to control thermal expansion. Contact the water supplier or plumbing inspector on how to control this situation.

NOTE: If using copper tubing, solder tubing to an adapter before attaching the adaptor to the cold water inlet connection. Do not solder the cold water supply line directly to the cold water inlet. It will harm the dip tube and damage the tank.

NOTE: This water heater is super insulated to minimize heat loss from the tank. Further reduction in heat loss can be accomplished by insulating the hot water lines from the water heater.

IMPORTANT

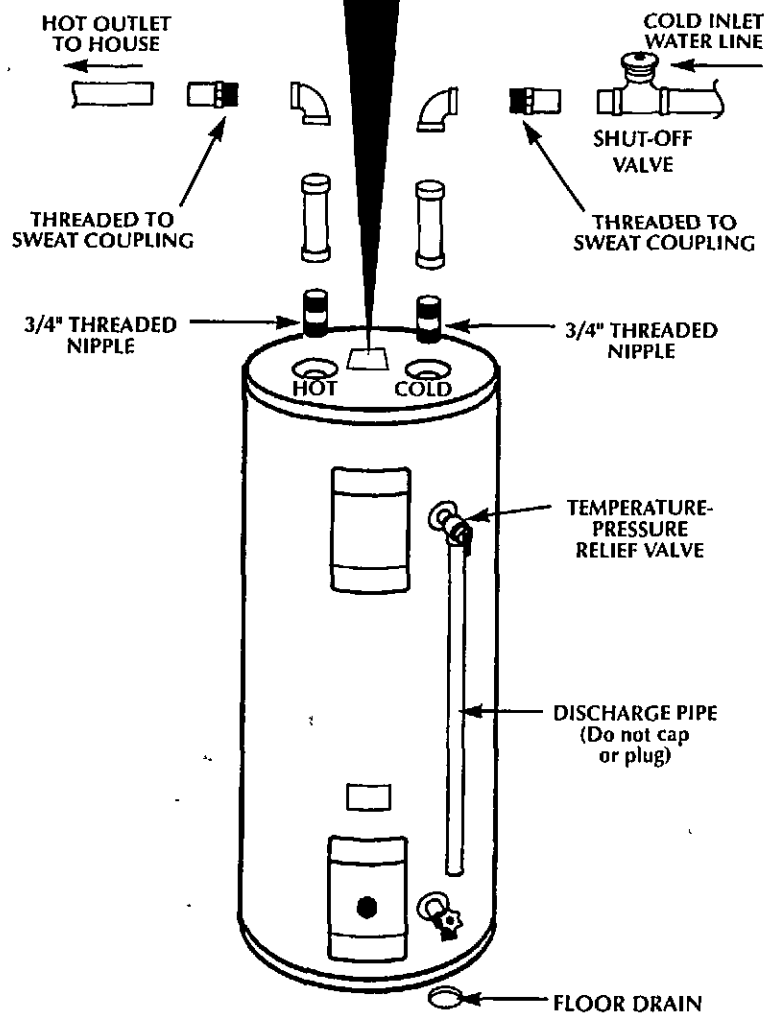
PLUMBER

DO NOT APPLY HEAT TO THESE FITTINGS WHEN MAKING SWEAT CONNECTIONS TO WATER HEATER. SWEAT TUBING TO ADAPTER BEFORE FITTING ADAPTER TO WATER CONNECTIONS OF WATER HEATER. IT IS IMPERATIVE THAT NO HEAT BE APPLIED TO THE WATER CONNECTIONS AS THEY CONTAIN NON-METALLIC DIP TUBES OR FITTINGS.

IMPORTANT

ELECTRICIAN

TO PREVENT DAMAGE TO THE TANK AND HEATING ELEMENT, TANK MUST BE FILLED WITH WATER. WATER MUST FLOW FROM THE HOT WATER FAUCET BEFORE TURNING ON POWER.



Installing the New Water Heater (cont'd)

Temperature-Pressure Relief Valve

WARNING

At the time of manufacture this water heater was provided with a combination temperature-pressure relief valve certified by a nationally recognized testing laboratory that maintains periodic inspection of production of listed equipment or materials, as meeting the requirements for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems, and the latest edition of ANSI Z21.22 and the code requirements of ASME. If replaced, the valve must meet the requirements of local codes, but not less than a combination temperature and pressure relief valve certified as meeting the requirements for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems, ANSI Z21.22 by a nationally recognized testing laboratory that maintains periodic inspection of production of listed equipment or materials.

The valve must be marked with a maximum set pressure not to exceed the marked hydrostatic working pressure of the water heater (150 lbs./sq. in.) and a discharge capacity not less than the water heater input rate as shown on the model rating plate. (Electric heaters - watts divided by 1000 x 3415 equal BTU/Hr. rate.)

Your local jurisdictional authority, while mandating the use of a temperature-pressure relief valve complying with ANSI Z21.22 and ASME, may require a valve model different from the one furnished with the water heater.

Compliance with such local requirements must be satisfied by the installer or end user of the water heater with a locally prescribed temperature-pressure relief valve installed in the designated opening in the water heater in place of the factory furnished valve.

For safe operation of the water heater, the relief valve must not be removed from its designated opening or plugged.

The temperature-pressure relief valve must be installed directly into the fitting of the water heater designated for the relief valve. Position the valve downward and provide tubing so that any discharge will exit only within 6" above, or at any distance below the structural floor. Be certain that no contact is made with any live electrical part. The discharge opening must not be blocked or reduced in size under any circumstances. Excessive length, over 30 feet, or use of more than four elbows can cause restriction and reduce the discharge capacity of the valve.

No valve or other obstruction is to be placed between the relief valve and the tank. Do not connect tubing directly to discharge Drain unless a 6" air gap is provided. To prevent bodily injury, hazard to life, or property damage, the relief valve must be allowed to discharge water in quantities should circumstances demand. If the discharge pipe is not connected to a drain or other suitable means, the water flow may cause property damage.

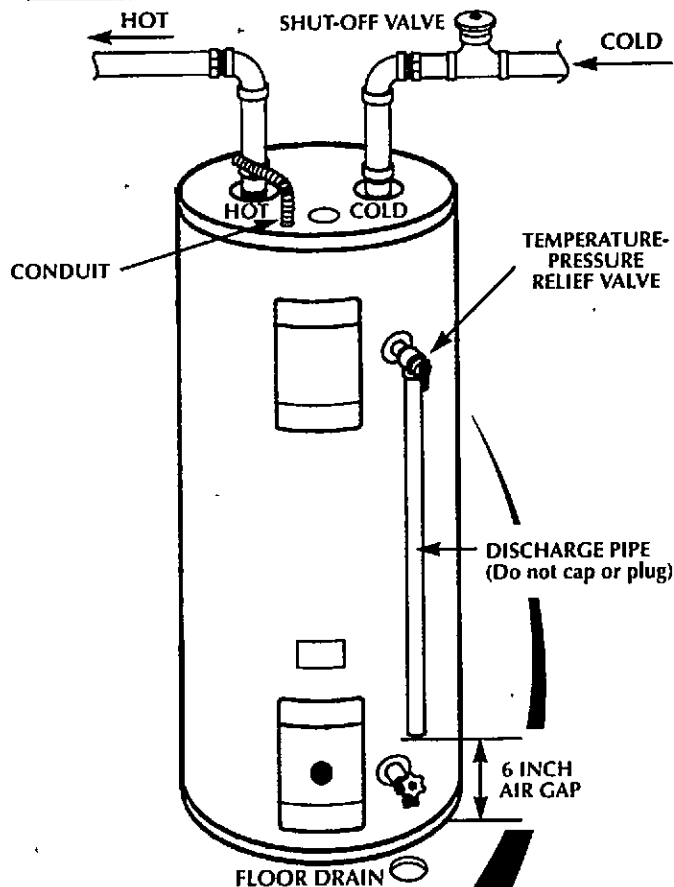
The Discharge Pipe:

- Must not be smaller in size than the outlet pipe size of the valve, or have any reducing couplings or other restriction.
- Must not be plugged or blocked.
- Must be of material listed for hot water distribution.
- Must be installed so as to allow complete drainage of both the temperature-pressure relief valve, and the discharge pipe.
- Must terminate at an adequate drain.
- Must not have any valve between the relief valve and tank.

WARNING

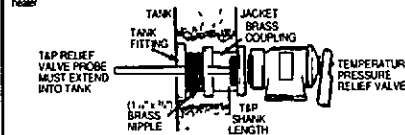
The temperature-pressure relief valve must be manually operated at least once a year. Caution should be taken to ensure that (1) no one is in front of or around the outlet of the temperature-pressure relief valve discharge line, and (2) the water manually discharged will not cause any bodily injury or property damage because the water may be extremely hot.

If after manually operating the valve, it fails to completely reset and continues to release water, immediately close the cold water inlet to the water heater, follow the draining instructions, and replace the temperature-pressure relief valve with a new one.



WARNING "RELIEF VALVE OPENING"

This water heater is provided with a combination Temperature-Pressure Relief Valve listed as complying with the standard for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems, ANSI Z21.22 and the code requirements of ASME. Your local jurisdictional authority, while mandating the use of a Temperature-Pressure Relief Valve complying with ANSI Z21.22 and ASME, may require a valve model different from the one furnished with the water heater. Compliance with such local requirements must be satisfied by the installer or end user of the water heater with a locally prescribed Temperature-Pressure Relief Valve installed in the designated opening in the water heater.



- If a short shank (less than 2") temperature pressure relief valve is to be installed (as shown), a nipple and coupling must be used.
- If a long shank (2" or longer) is to be installed, do not use the nipple and coupling.

*Metal Temperature-Pressure protective equipment required by local codes, but not less than a combination Temperature-Pressure Relief Valve certified as meeting the requirements for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems, ANSI Z21.22 by a nationally recognized testing laboratory that maintains periodic inspection of production of listed equipment or materials. The valve must be oriented, provided with tubing, or otherwise installed so that discharge can exit only within 6 inches above or at any distance below the structural floor and cannot contact any live electrical part. For safe operation of the water heater, the Relief Valve must not be removed or plugged. See manual heading "Temperature Pressure Relief Valve" for installation and maintenance of Relief Valve, discharge pipe and other safety precautions.

Installing the New Water Heater (cont'd)

Filling the Water Heater

To fill the water heater with water:

1. Close the water heater drain valve by turning the handle to the right (clockwise). The drain valve is on the lower front of the water heater.
2. Open the cold water supply valve to the water heater.
NOTE: The cold water supply valve must be left open when the water heater is in use.
3. To insure complete filling of the tank, allow air to exit by opening the nearest hot water faucet. Allow water to run until a constant flow is obtained. This will let air out of the water heater and the piping.

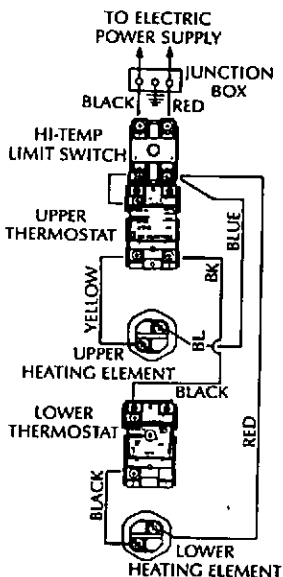
CAUTION

Never use this water heater unless it is completely full of water. To prevent damage to the tank and heating element, the tank must be filled with water. Water must flow from the hot water faucet before turning "ON" power.

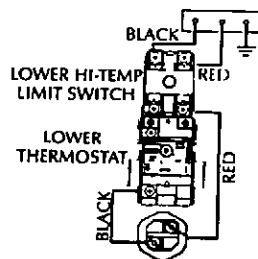
4. Check all new water piping for leaks. Repair as needed.

Wiring

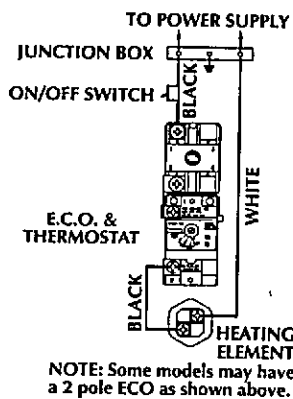
STANDARD WIRING FOR 2 WIRE LEAD WATER HEATERS



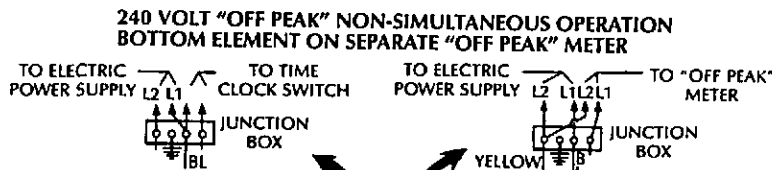
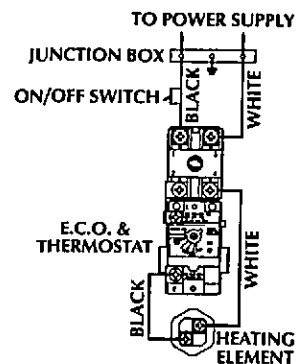
STANDARD SINGLE ELEMENT 240 VOLT



STANDARD SINGLE ELEMENT 120 VOLT

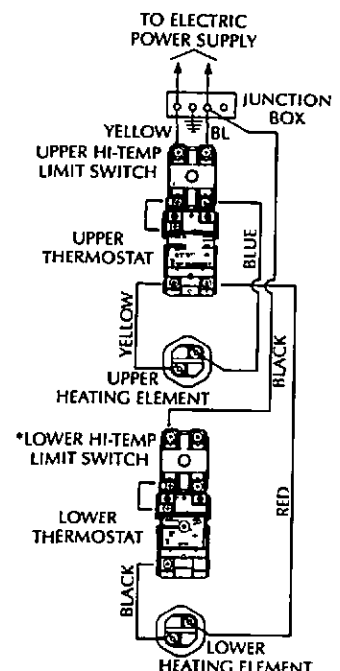


STANDARD SINGLE ELEMENT 120 VOLT

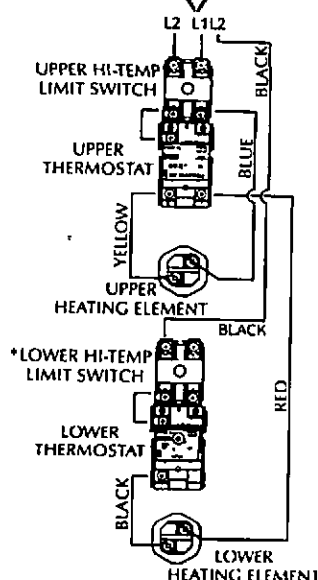
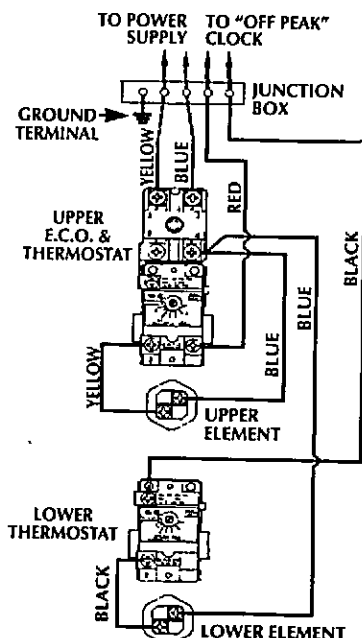


2 WIRE 240 VOLT POWER SUPPLY NON-SIMULTANEOUS OPERATION

WIRING FOR 3 WIRE LEAD WATER HEATERS



WIRING FOR 4 WIRE LEAD WATER HEATERS



*Note: Some Lower Hi-Temp. Limit Switches may have 4 terminals. Use only the 2 terminals on left.

Installing the New Water Heater (cont'd)

Wiring

CAUTION

Never use this water heater unless it is completely full of water. To prevent damage to the tank and heating element, the tank must be filled with water. Water must flow from the hot water faucet before turning "ON" power.

You must provide all wiring of the proper size outside of the water heater. You must obey local codes and electric company requirements when you install this wiring.

If you are not familiar with electric codes and practices, or if you have any doubt, even the slightest doubt, in your ability to connect the wiring to this water heater, obtain the service of a competent electrician. Contact a local electrical inspector and/or the local electric utility.

WARNING

WATER HEATERS EQUIPPED FOR ONE VOLTAGE ONLY: This water heater is equipped for one type voltage only. Check the rating plate near the bottom access panel for the correct voltage. **DO NOT** use this water heater with any voltage other than the one shown on the model rating plate. Failure to use the correct voltage can cause problems which can result in **DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE.** If you have any questions or doubts consult your electric company.

CAUTION

If wiring from your fuse box or circuit breaker box was aluminum for your old water heater, replace it with copper wire. If you wish to reuse the existing aluminum wire, have the connection at the water heater made by a competent electrician. Contact a local electrical inspector and/or the local electric utility.

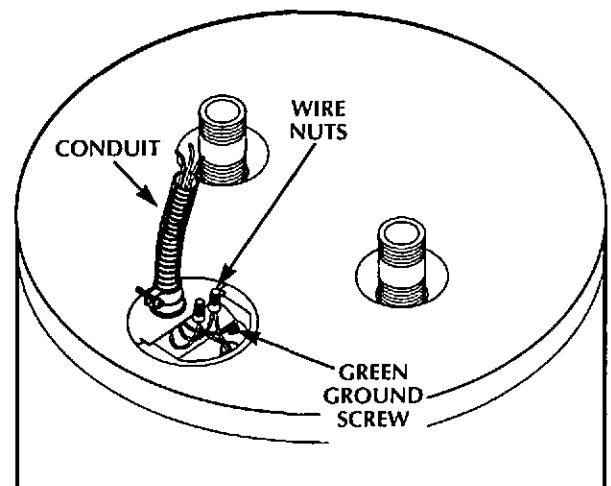
1. Provide a way to easily shut off the electric power when working on the water heater. This could be with a circuit breaker or fuse block in the entrance box or a separate disconnect switch.
2. Install and connect a circuit directly from the main fuse or circuit breaker box. This circuit must be the right size and have its own fuse or circuit breaker.

3. If metal conduit is used for the grounding conductor:

- A. The grounding electrode conductor shall be of copper, aluminum, or copperclad aluminum. The material shall be of one continuous length without a splice or joint.
- B. Rigid metal conduit, intermediate metal conduit, or electrical metallic tubing may be used for the grounding means if conduit or tubing is terminated in fittings approved for grounding.
- C. Flexible metal conduit or flexible metallic tubing shall be permitted for grounding if all the following conditions are met:
 1. The length in any ground return path does not exceed 6 feet.
 2. The circuit conductors contained therein are protected by overcurrent devices rated at 20 amperes or less.
 3. The conduit or tubing is terminated in fittings approved for grounding.

For complete grounding details and all allowable exceptions, refer to the latest edition of the National Electrical Code.

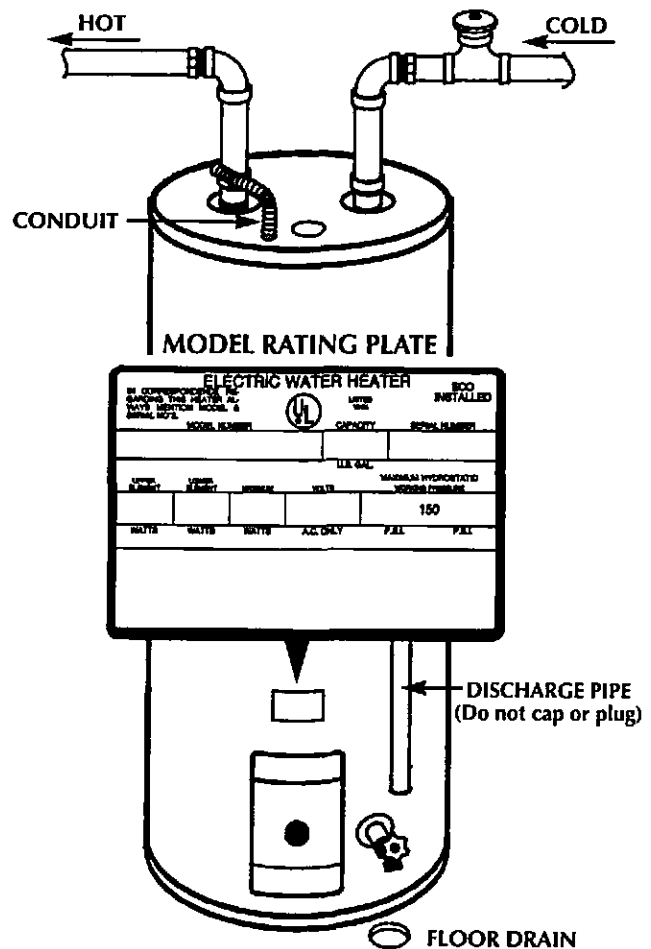
4. A standard 1/2" conduit opening has been made in the water heater junction box for the conduit connection.
5. Use wire nuts and connect the power supply wiring to the wires inside the water heater's junction box.
6. The water heater must be electrically "grounded" by the installer. A green ground screw has been provided on the water heater's junction box. Connect ground wire to this location.
7. Replace the wiring junction cover using the screw provided.



Installing the New Water Heater (cont'd)

Installation Checklist

1. Is the fuse or circuit breaker size correct? See "Wiring" in the "Installing the New Water Heater" section.
2. Are the wires from the circuit breaker or fuse service to the water heater's junction box of the correct wire size (gauge).
3. Is the new temperature-pressure relief valve properly installed, and piped to an adequate drain? See "Temperature-Pressure Relief Valve" section.
4. Is the water heater completely filled with water? See "Filling the Water Heater" instructions in the "Installing the New Water Heater" section.
5. Will a water leak damage anything? See "Locating the New Water Heater" section.
6. Are the cold and hot water lines connected to the water heater correctly? See "Water Piping" in the "Installing the New Water Heater" section.
7. Is there adequate clearance for maintenance around the water heater?
8. Do you need to call an electrical contractor and/or the local electric company to check your wiring?



Temperature Regulation

WARNING

HOTTER WATER CAN SCALD: Water heaters are intended to produce hot water. Water heated to a temperature which will satisfy clothes washing, dish washing, and other sanitizing needs can scald and permanently injure you upon contact. Some people are more likely to be permanently injured by hot water than others. These include the elderly, children, the infirm, or physically/mentally handicapped. If anyone using hot water in your home fits into one of these groups or if there is a local code or state law requiring a certain temperature water at the hot water tap, then you must take special precautions. In addition to using the lowest possible temperature setting that satisfies your hot water needs, a means such as a mixing valve, should be used at the hot water taps used by these people or at the water heater. Mixing valves are available at plumbing supply or hardware stores. Follow manufacturers instructions for installation of the valves. Before changing the factory setting of the thermostat, read the "Temperature Regulation" section in this manual.

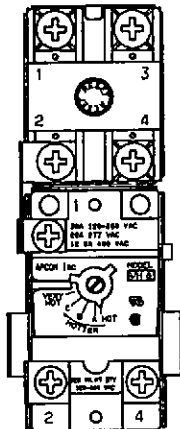
WARNING

Never allow small children to use a hot water tap, or to draw their own bath water. Never leave a child or handicapped person unattended in a bathtub or shower.

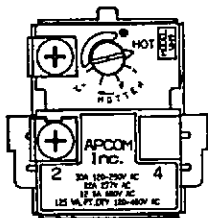
Temperature Regulation (cont'd)

Thermostats

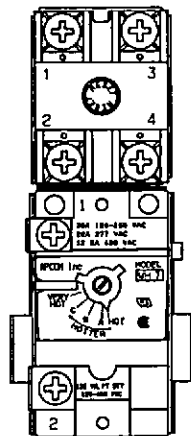
The upper thermostat of this water heater has been factory set at their lowest position which approximates 120°F (Hot) to reduce the risk of scald injury.



UPPER THERMOSTAT
BEHIND UPPER ACCESS PANEL



ADJUSTABLE LOWER
THERMOSTAT
(For dual element models)



ADJUSTABLE LOWER
THERMOSTAT
WITH HIGH LIMIT

The lower thermostat is factory set at its lowest position which approximates 120°F (Hot) and is adjustable if a different water temperature is desired. Read all warnings in this manual and on the water heater before proceeding.

Temperature Settings

HOT—Is a thermostat setting of approximately 120°F, which will supply hot water at the most economical temperatures.

A—Is a thermostat setting of approximately 130°F.

B—Is a thermostat setting of approximately 140°F. This is the lowest setting for supply of hot water to dishwashers.

C—Is a thermostat setting of approximately 150°F.

VERY HOT—Is a thermostat setting of approximately 160°F. It is recommended that the dial be set lower whenever possible.

NOTE: Residential electric water heaters will not supply sanitizing hot water for dishwashers.

Upper Thermostat Adjustment

NOTE: It is not necessary to adjust the upper thermostat. However, if it is adjusted above the factory set point (120°F/HOT) it is recommended that it not be set higher than the lower thermostat setting.

The upper thermostat is adjustable if a different water temperature is desired. Read all warnings in the "Temperature-Regulation" section before proceeding.

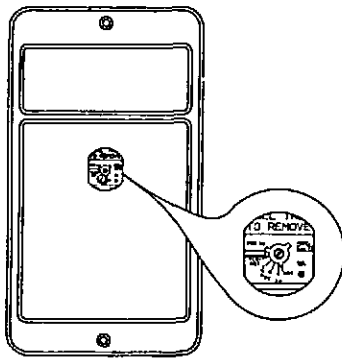
1. Turn "OFF" the electrical power to the water heater at the junction box.
2. Take "OFF" the access panel(s) and fold away the insulation.
3. The slotted adjustment (using a screwdriver) can be turned clockwise (↻) to increase the temperature setting, or counter clockwise (↺) to decrease the temperature setting.
4. Fold the insulation back in place and replace the access panel(s).
5. Turn "ON" the power supply.

Temperature Regulation (cont'd)

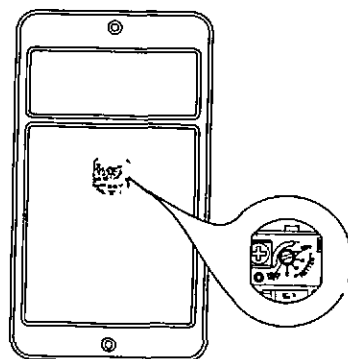
Lower Thermostat Adjustment

The lower thermostat is adjustable if a different water temperature is desired. Read all warnings in the "Temperature-Regulation" section before proceeding.

The thermostat pointer can be turned clockwise (↻) to increase the temperature setting or counter clockwise (↺) to decrease the temperature setting, with a small flat tip screwdriver.



LOWER THERMOSTAT WITH HIGH LIMIT ADJUSTABLE THROUGH OPENING IN LOWER ACCESS PANEL

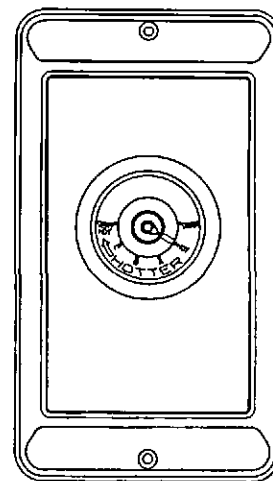


LOWER THERMOSTAT WITHOUT HIGH LIMIT ADJUSTABLE THROUGH OPENING IN LOWER ACCESS PANEL

Lower Thermostat Adjustment For Models With External Adjustment Knob

The lower thermostat is adjustable if a different water temperature is desired. Read all warnings in the "Temperature-Regulation" section before proceeding.

The external adjustment knob can be turned clockwise (↻) to increase the temperature setting or counter-clockwise (↺) to decrease the temperature setting.



For Your Information

Start Up Conditions

THERMAL EXPANSION

Water supply systems may, because of such events as high line pressure, frequent cut-offs, the effects of water hammer among others, have installed devices such as pressure reducing valves, check valves, back flow preventers, etc...to control these types of problems. When these devices are not equipped with an internal by-pass, and no other measures are taken, the devices cause the water system to be closed. As water is heated, it expands (thermal expansion) and closed systems do not allow for the expansion of heated water.

The water within the water heater tank expands as it is heated and increases the pressure of the water system. If the relieving point of the water heater's temperature-pressure relief valve is reached, the valve will relieve the excess pressure. **The temperature-pressure relief valve is not intended for the constant relief of thermal expansion.** This is an unacceptable condition and must be corrected.

It is recommended that any devices installed which could create a closed system, have a by-pass and/or the system have an expansion tank to relieve the pressure built by thermal expansion in the water system. Expansion tanks are available for ordering through a local plumbing contractor. Contact the local plumbing inspector for assistance in controlling these situations.

STRANGE SOUNDS

Possible noises due to expansion and contraction of some metal parts during periods of heat-up and cool-down do not represent harmful or dangerous conditions.

Operational Conditions

RUMBLING NOISE

In some water areas, scale or mineral deposits will build up on your heating elements. This buildup will cause a rumbling noise. Follow "Element Cleaning/Replacement" instructions to clean and replace the elements.

HIGH TEMPERATURE SHUT OFF SYSTEM

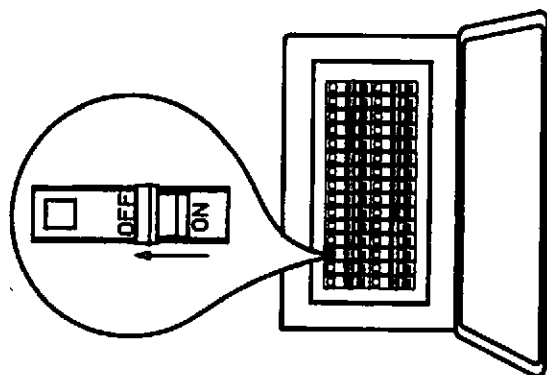
The water heater has a high limit shut off system with a reset button located on the thermostat.

Follow the resetting instructions which refer to the high limit behind the access panel.

For Your Information (cont'd)

Operational Conditions (cont'd)

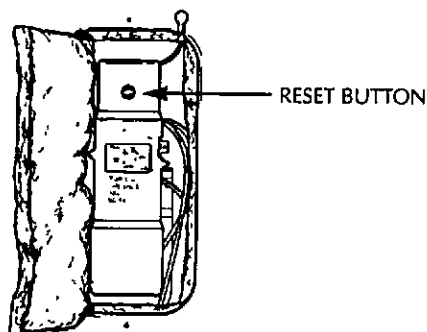
1. Before beginning, turn "OFF" electrical power supply to the water heater.



WARNING

HAZARD OF ELECTRICAL SHOCK! Before removing any access panels or servicing the water heater, make sure the electrical supply to the water heater is turned "OFF". Failure to do this could result in DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE.

2. Remove the two screws securing the access panel and remove panel.
3. Open the flap of insulation to expose the opening.
4. Reset the high limit by pushing in the red button marked "RESET".



5. Fold the insulation back in place so that it completely covers the thermostat and element.
6. Replace the access panel.
7. Turn "ON" electric power to the water heater.

CAUTION

If the high limit must be reset again, call a serviceman to find out why the high limit turned "OFF" the electric power.

NOT ENOUGH OR NO HOT WATER

1. In a new installation, the water heater may not be properly connected. Make sure the cold water supply valve is open. Review and check piping installation. Make sure that the cold water line is connected to the cold water inlet to the water heater and the hot water line to the hot water outlet on the water heater.
2. Make sure the electrical supply to the water heater is "ON".
3. Check for loose or blown fuses in your water heater circuit. Circuit breakers weaken with age and may not handle their rated load and should be replaced.
4. Make certain the disconnect switch, if used, is in the "ON" position.
5. Check to see the electric service to your house has not been interrupted. If this is the case, contact the local electric utility.
6. Are the thermostats set to the desired temperature? See the "Temperature Regulation" section.
7. If you had experienced very hot water and now no hot water, the problem may be due to the high temperature shut off system. See "High Temperature Shut Off System" in the "Operational Conditions" section.
8. During very cold weather, the incoming water will also be colder and it will require a longer time to become heated.
9. The hot water usage may exceed the capacity of the water heater. If so, wait for water heater to recover after abnormal demand. Also examine pipes and faucets for possible water leaks.
10. If you cannot determine the problem, then call a local serviceman.

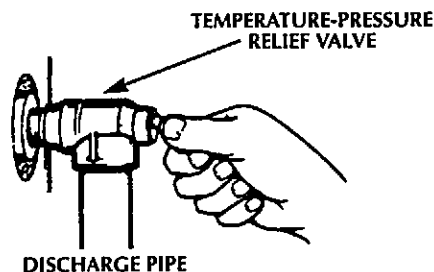
WATER IS TOO HOT

Adjust the thermostat to a lower setting. See the "Temperature Regulation" section.

Periodic Maintenance

Temperature-Pressure Relief Valve Operation

The temperature-pressure relief valve must be manually operated at least once a year.



WARNING

The temperature-pressure relief valve must be manually operated at least once a year. Caution should be taken to ensure that (1) no one is in front of or around the outlet of the temperature-pressure relief valve discharge line, and (2) the water manually discharged will not cause any property damage or bodily injury. The water may be extremely hot.

If after manually operating the valve, it fails to completely reset and continues to release water, immediately close the cold water inlet to the water heater, follow the draining instructions, and replace the temperature-pressure relief valve with a new one.

Failure to install and maintain a new properly listed temperature-pressure relief valve will release the manufacturer from any claim which might result from excessive temperature or pressure.

WARNING

If the temperature-pressure relief valve on the appliance weeps or discharges periodically, this may be due to thermal expansion. The water heater may have a check valve installed in the water line or a water meter with a check valve. Consult a local plumbing inspector and/or the local water utility for further information. Do not plug the temperature-pressure relief valve.

Draining

The water heater should be drained if being shut down during freezing temperatures. Also periodic draining and cleaning of sediment from the tank may be necessary.

1. Before beginning turn "OFF" the electric power supply to the water heater.

WARNING

HAZARD OF ELECTRICAL SHOCK! Before removing any access panels or servicing the water heater, make sure the electrical supply to the water heater is turned "OFF". Failure to do this could result in DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE.

2. CLOSE the cold water inlet valve to the water heater.
3. OPEN a nearby hot water faucet and leave open to allow for draining.
4. Connect a hose to the drain valve and terminate to an adequate drain or outdoors.
5. OPEN the water heater drain valve to allow for tank draining.

NOTE: If the water heater is going to be shut down and drained for an extended period, the drain valve should be left open with hose connected allowing water to terminate to an adequate drain.

6. Close the drain valve.
7. Follow "Filling the Water Heater" instructions in the "Installing the New Water Heater" section.
8. Turn "ON" power to the water heater.

Periodic Maintenance (cont'd)

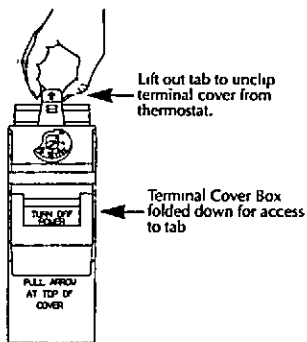
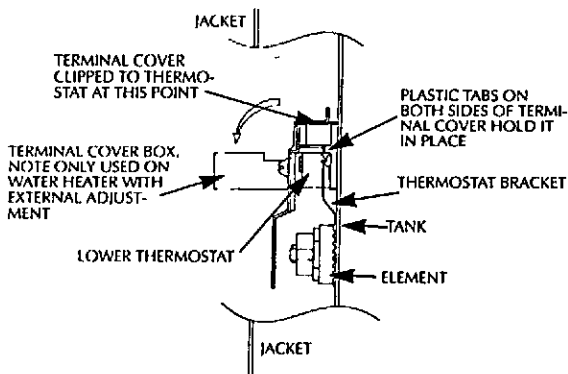
Thermostat Removal

1. Turn "OFF" the electrical power to the water heater at the junction box.

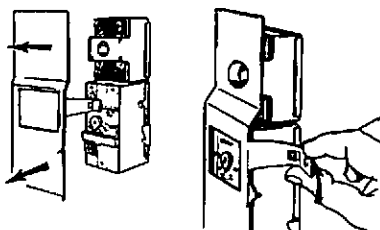
WARNING

HAZARD OF ELECTRICAL SHOCK! Before removing any access panels or servicing the water heater, make sure the electrical supply to the water heater is turned "OFF". Failure to do this could result in DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE.

2. Remove the access panel and adjustment knob (if equipped) in the order they are installed, and fold back the insulation.
3. A. **Models with external adjustment knobs (lower thermostat without high limit):** Lower the hinged terminal cover from the thermostat. Lift out the tab as shown to unclip the terminal cover from the thermostat. The terminal cover can now be removed from the thermostat.



- B. **Models with Upper or Lower Thermostat with High Limit:** The plastic terminal cover is clipped into the thermostat and held by a tab on the right side of the thermostat. Bend the plastic terminal cover away from the tab and, being careful not to pull the thermostat from its bracket nor bend the thermostat bracket, remove the terminal cover.



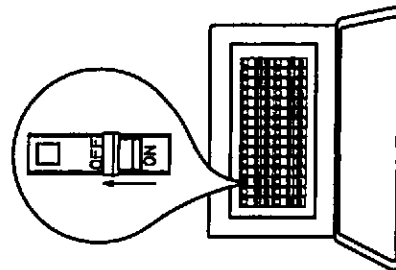
4. Remove the two wires attached to the thermostat.
5. Remove the thermostat from behind the thermostat bracket.
6. Disconnect wires from thermostat and slide out of the bracket.
7. Place the new lower thermostat in the bracket making sure it fits firmly against the tank.
8. Attach the wires to the new thermostat.
NOTE: Some of the terminals may require straight-in wiring through an eye-opening. If wires are now looped, re-cut and strip wire 3/4" to a straight length and insert.
9. Put plastic terminal cover back in place.
10. Carefully fold insulation back to cover the thermostat.
11. Replace adjustment knob/access panel, then turn the electric power on.

Element Cleaning/Replacement

NOTE: These instructions are written for element cleaning and element replacement for the lower element.

To remove the element from the tank in order to clean or replace it:

1. Before beginning turn "OFF" the electric power supply to the water heater.



WARNING

HAZARD OF ELECTRICAL SHOCK! Before removing any access panels or servicing the water heater, make sure the electrical supply to the water heater is turned "OFF". Failure to do this could result in DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE.

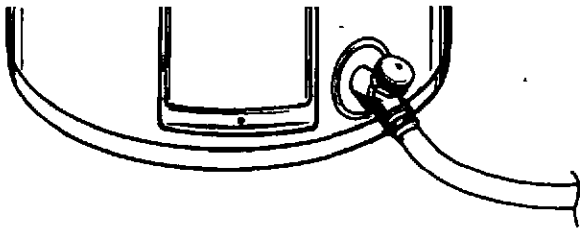
2. Turn off the water supply to the water heater at the water shutoff valve or water meter.



Periodic Maintenance (cont'd)

Element Cleaning/ Replacement (cont'd)

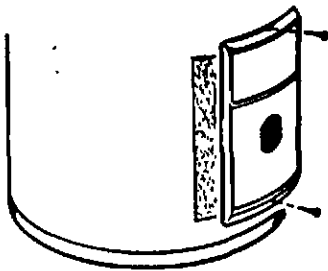
3. Attach a hose to the water heater drain valve and put the other end in a floor drain or outdoors. Open the water heater drain valve. Open a nearby hot water faucet which will relieve pressure in the water heater and speed draining.



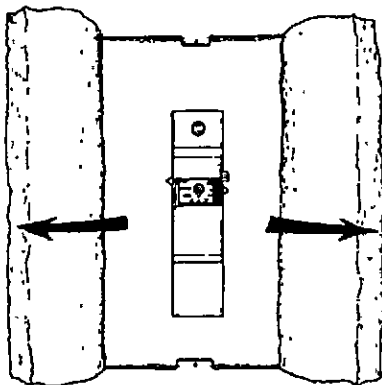
WARNING

The water passing out of the drain valve may be extremely hot. To avoid being scalded, make sure all connections are tight and that the water flow is directed away from any person.

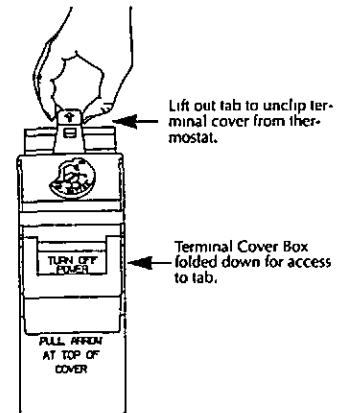
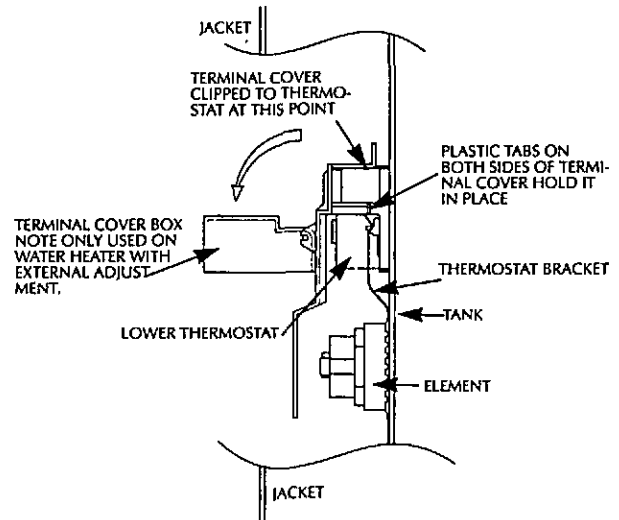
4. Remove the two screws securing the access panel, and remove panel.
NOTE: On models with external adjustment knobs, the knob must be removed first. Grasp edge of knob and pull out.



5. Open the flap of insulation to expose the opening.

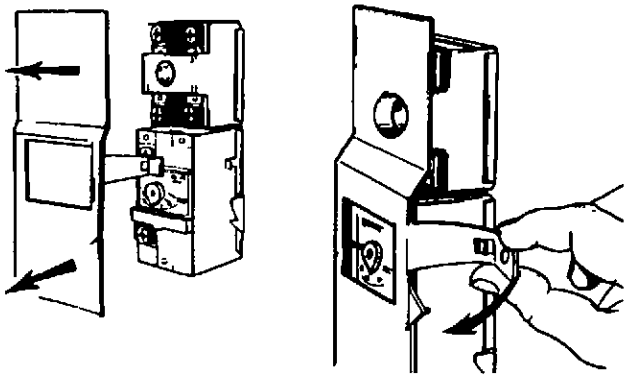


6. A. Models with external adjustment knobs (lower thermostat without high limit): Lower the hinged terminal cover from the thermostat. Lift out the tab as shown to unclip the terminal cover from the thermostat. The terminal cover can now be removed from the thermostat.

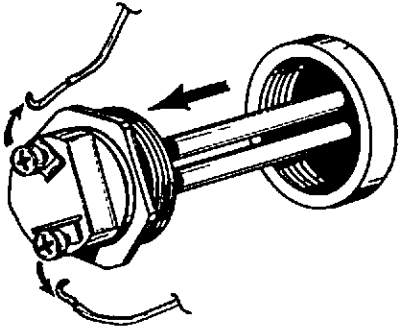


Periodic Maintenance (cont'd)

- B. Models with Upper or Lower Thermostat with High Limit:** The plastic terminal cover is clipped into the thermostat and held by a tab on the right side of the thermostat. Bend the plastic terminal cover away from the tab and, being careful not to pull the thermostat from its bracket nor bend the thermostat bracket, remove the terminal cover.



7. Disconnect the two wires on the element and unscrew the old element from the tank.

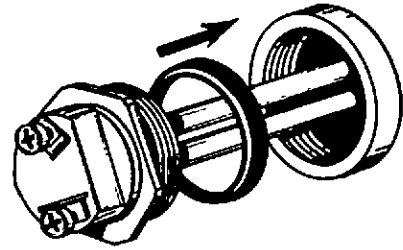


8. Clean the area around the element opening. Remove any sediment from or around the element opening and inside the tank.
9. If you are cleaning the element you have removed, do so by scraping or soaking in vinegar or a de-liming solution.

WARNING

Replacement elements must (1) be the same voltage and (2) no greater wattage than listed on the model rating plate affixed to the water heater.

10. A new gasket should be used in all cases to prevent a possible water leak. Place the new element gasket on the thread side of the cleaned or new element and screw into tank, securing tightly using an element wrench.



11. Close the water heater drain valve by turning the handle to the right (clockwise). The drain valve is on the lower front of the water heater.

12. Open the cold water supply valve to the water heater.

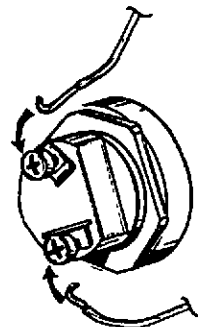
NOTE: The cold water supply valve must be left open when the water heater is in use.

13. To insure complete filling of the tank, allow air to exit by opening the nearest hot water faucet. Allow water to run until a constant flow is obtained. This will let air out of the water heater and the piping.

CAUTION

Never use this water heater unless it is completely full of water. To prevent damage to the tank and heating element, the tank must be filled with water. Water must flow from the hot water faucet before turning "ON" power.

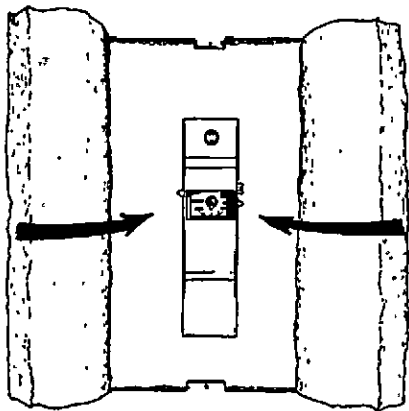
14. Check element for water leaks. If leakage occurs, tighten element or repeat steps 2 and 3, remove element and reposition gasket. Then repeat steps 10 through 14.
15. Reconnect the two wires to the element and then check to make sure the thermostat remains firmly against the surface of the tank.



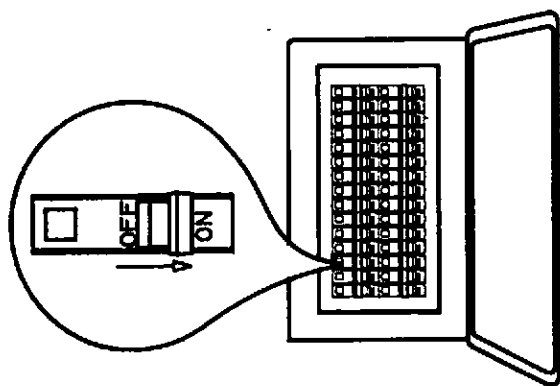
Periodic Maintenance (cont'd)

Element Cleaning/ Replacement (cont'd)

16. Replace terminal cover on thermostat and fold insulation back over the element making sure the locking tabs on the terminal cover are in place.
17. Fold the insulation back in place so that it completely covers the thermostat and element.
NOTE: Leave face of the thermostat exposed to allow for adjustment after the lower access panel has been replaced.



18. Replace access panel.
19. Turn "ON" electric power to water heater.



Drain Valve Washer Replacement

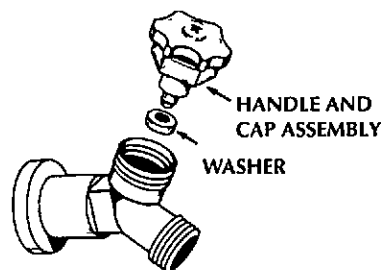
NOTE: For replacement, use a $\frac{1}{32}$ " x $\frac{1}{4}$ " x $\frac{1}{8}$ " thick washer available at your nearest hardware store.

1. Before beginning turn "OFF" the electrical power supply to the water heater.

WARNING

HAZARD OF ELECTRICAL SHOCK! Before removing any access panels or servicing the water heater, make sure the electrical supply to the water heater is turned "OFF". Failure to do this could result in DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE.

2. Follow "Draining" instructions. See "Draining" section.
3. Turning counter clockwise, remove the hex cap below the screw handle.
4. Remove the washer and put the new one in place.
5. Screw the handle and cap assembly back into the drain valve and retighten using a wrench. **DO NOT OVER TIGHTEN.**
6. Follow "Filling the Water Heater" instructions in the "Installing the New Water Heater" section.
7. Check for leaks.
8. Turn "ON" electric power to the water heater.



Service

If a condition persists or you are uncertain about the operation of the water heater, let a qualified person check it out. Call a local plumbing inspector or qualified serviceman, the local electric utility, or the local water utility.

Leakage Checkpoints

Use this guide to check a "Leaking" water heater. Many suspected "Leakers" are not leaking tanks. Often the source of the water can be found and corrected.

If you are not thoroughly familiar with electric codes, the water heater, and safety practices, contact a local electrical contractor and/or the local electric utility to check the water heater.

- (A) *Condensation may be seen on pipes in humid weather or pipe connections may be leaking.
- (B) Small amounts of water from temperature-pressure relief valve may be due to thermal expansion or high water pressure in your area.
- (C) *The temperature-pressure relief valve may be leaking at the tank fitting.
- (D) The elements may be leaking at the tank fitting.

WARNING

HAZARD OF ELECTRICAL SHOCK! Before removing any access panels or servicing the water heater, make sure the electrical supply to the water heater is turned "OFF". Failure to do this could result in DEATH, SERIOUS BODILY INJURY, OR PROPERTY DAMAGE.

Turn electrical power "OFF", remove access panels and fold back insulation. If leaking around elements, follow proper draining instructions and remove element. Reposition or replace gasket on element. Place element into opening and tighten securely. Then follow "Filling the Water Heater" instructions in the "Installing the New Water Heater" section.

- (E) Water from drain valve may be due to the valve being opened slightly.
- (F) *The drain valve may be leaking at the tank fitting.
- (G) *Water in the water heater bottom or on the floor may be from condensation, loose connections or the temperature-pressure relief valve. DO NOT replace the water heater until a full inspection of all possible water sources is made and necessary corrective steps taken.

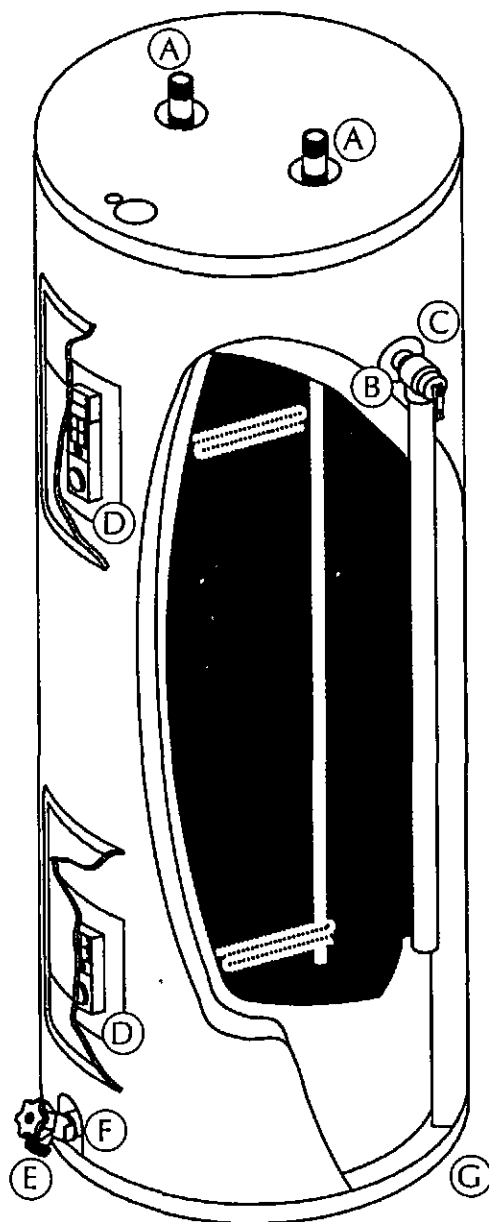
Leakage from other appliances, water lines, or ground seepage should also be checked.

CAUTION

Read this manual first, then before checking the water heater make sure the electric supply has been turned "OFF", and never turn the electric supply "ON" before the tank is completely full of water.

CAUTION

Never use this water heater unless it is completely full of water. To prevent damage to the tank and heating element, the tank must be filled with water. The water must flow from the hot water faucet before turning "ON" power.

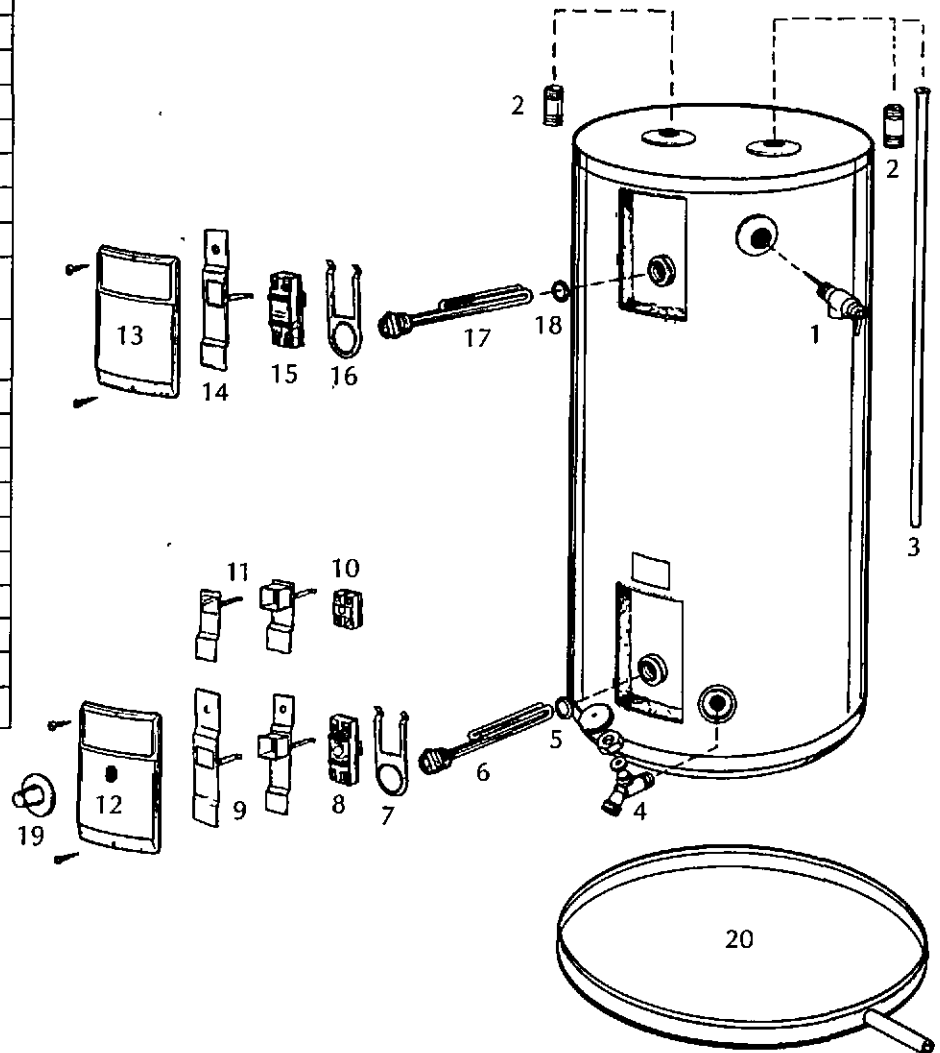


*To check where threaded portion enters tank, insert Q-Tip between jacket opening and fitting. If cotton is wet, follow "Draining" instructions in the "Periodic Maintenance" section and then remove fitting. Put pipe dope or teflon tape on the threads and replace. Then follow "Filling the Water Heater" instructions in the "Installing the New Water Heater" section.

Repair Parts

KEY NO.	PARTS DESCRIPTION
1.	T & P Valve
2.	Extension Nipple
3.	Dip Tube*
4.	Drain Valve
5.	Element Gasket
6.	Lower Element
7.	Thermostat Bracket
8.	2 Pole Thermostat
9.	Terminal Cover
10.	Lower Thermostat w/2 Pole Hi Limit
10.	Lower Thermostat w/4 Pole Hi Limit
11.	Terminal Cover
12.	Lower Access Panel
13.	Upper Access Panel
14.	Terminal Cover
15.	Upper Thermostat w/Hi Limit
16.	Thermostat Bracket
17.	Upper Element
18.	Element Gasket
19.	Adjustment Knob
20.	Drain Pan

***NOTE:** Certain models are factory equipped with a special dip tube (to retard a build-up of dissolved solids) which is not illustrated and is not a replaceable part.



Now that you have purchased this water heater, should a need ever exist for repair parts or service, simply contact the company it was purchased from or direct from the manufacturer listed on the rating plate on the water heater.

Be sure to provide all pertinent facts when you call or visit.

Selling prices will be furnished on request or parts will be shipped at prevailing prices and you will be billed accordingly.

The model number of your Water Heater will be found on the rating plate located above the lower access panel.

WHEN ORDERING REPAIR PARTS, ALWAYS GIVE THE FOLLOWING INFORMATION:

MODEL NUMBER	VOLTAGE AND ELEMENT WATTAGE
SERIAL NUMBER	PART DESCRIPTION

THIS IS A REPAIR PARTS LIST, NOT A PACKING LIST.

NOBEL PRIZE WORTHY BREAKTHROUGH Makes Antibiotics Obsolete

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- ✓ **Even reverses *gum disease***
- ✓ **And drug firms are *scared stiff* because**

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Or else you might never discover how your so-called “vices” may actually **SAVE YOUR LIFE!**

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✓ SAY "NO" TO THE VEGETARIANS
because they actually *die*
younger page 5

✓ STOP THE WATER TORTURE and
prevent cancer by enjoying your
coffee

✓ **KEEP CHOLESTEROL LEVELS ABOVE 200** because *massive strokes* soar when it's lower page 9

✓ **HEART ATTACK RISK PLUMMETS 300%** when men eat *more* red meat

✓ **BREAST CANCER RISK DROPPED 90%** when women refused this unnatural "breakthrough" page 11

✓ IS CORTISONE REALLY UNSAFE FOR ARTHRITIS? Or are you suffering from a cortisone *deficiency*? page 14

IF TV PROMOTES IT, THE GOVERNMENT LOVES IT

and everyone nags you to do it, ignore it. The road to real health is easier, cheaper and more pleasant than you dared to dream! See page 2 inside...

Learn the facts of real health from medicine's most acclaimed MYTH-BUSTER! And let him show you how to shrug off your medical miseries IN THE NEXT 60 SECONDS

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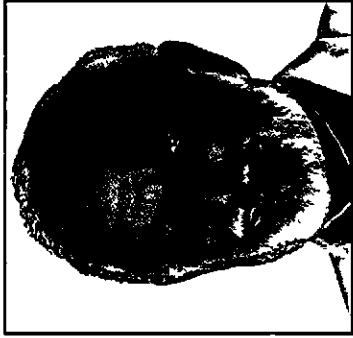
DECADES AHEAD OF THE HERD!

NO OTHER DOCTOR OF OUR TIME has crusaded harder, traveled further and sacrificed more to advance the science of alternative medicine than *William Campbell Douglass II, MD*. Today, many of the breakthroughs he fought so hard to establish have been adopted by thousands of doctors. But many battles came first and his real life story is more fascinating than any television "doctor drama."

Always combative in just causes, Dr. Douglass went straight from the University of Miami Medical School into the U.S. Navy, where he earned his wings as a Flight Surgeon. He then earned fame in the field of Emergency Medicine, where his innovations continue to save lives today.

But it was Dr. Douglass' pioneering work in natural medicine for which Americans may thank him most. He braved attacks from former colleagues. At one point he was even hounded out of his state's medical society, all for insisting on life-saving treatments that have finally gained widespread acceptance.

Then, while other doctors cashed in on lucrative practices, Dr. Douglass flew to Africa and set up a clinic in one of the world's poorest nations, Uganda. Here, his inexpensive natural treatments healed patients with



Dr. Douglass' Real Health Breakthroughs Editor and Author
WILLIAM CAMPBELL DOUGLASS II, MD

knowledge of alternative medicine, and he is hailed today as an authority second to none.

Among his associates, "Bill" Douglass is famed both for his feisty spirit and his sense of humor. Challenged once to explain himself before a U.S. Senate Subcommittee, he flew into Washington on a plane that nearly crash-landed. Unperturbed, he sped straight to the Capitol and proceeded to disarm his adversaries with such aplomb that Senators and press alike were soon laughing and applauding.

As Editor of Dr. Douglass' Real Health Breakthroughs, he continues to deflate myths, champion today's most important new breakthroughs and make real health a blessed reality for his thousands of readers.

far greater effectiveness than costly drugs that were in chronically short supply.

But Dr. Douglass' healing quest was far from over. Accepting an invitation from Russia's legendary physician Dr. Nikolai Chiaka, he traveled to St. Petersburg to work at the renowned Pasteur Institute. He then spent years in Finland, Turkey and Spain before finally returning to his beloved home in Georgia, U.S.A. All the while, he was adding to his vast knowledge of alternative medicine, and he is hailed today as an authority second to none.

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As Editor of Dr. Douglass' Real Health Breakthroughs, he continues to deflate myths, champion today's most important new breakthroughs and make real health a blessed reality for his thousands of readers.

Time after time, "Dr. Douglass was right!"

"He was right about BREAST-FEEDING BABIES!"

Nearly 40 years ago, bottle-feeding was at its peak of fashion. Dr. Douglass took on the food companies and argued that it was unhealthy.

"He was right about HYSTERECTOMIES!"

Long before popular women's magazines began warning about this, Dr. Douglass took surgeons to task for bullying women into this drastic and often unnecessary measure.

"He was right about IRON!"

Just this year, *The American Journal of Clinical Nutrition* started noticing that excess iron ingested through supplements and "enriched" foods is killing many people. Dr. Douglass has been warning of this for more than 15 years.

"He was right about HEART DISEASE!"

Research studies are now pouring out of Universities and medical labs, demonstrating that eggs, fish, meats

and other cholesterol-rich foods are wonderfully *heart-healthy* and not a deadly toxin. They're just catching up to what Dr. Douglass said for 20 years.

"He was right about CANCER!"

In the summer of 2001, brand-new studies show that alternative treatments once spurned by the medical establishment are truly saving lives. Dr. Douglass has championed treatments like these since 1962.

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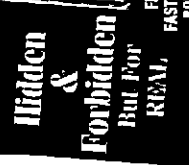
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BUT FOR REAL Nobel Prize *Worthy*
Miracles NOBODY Told You About

**Hidden
&
Forbidden
But For
REAL**

■ **INFECTIOUS DISEASE IS THE #1 KILLER** in the world today. And now, deadly bacteria like *tuberculosis* are becoming immune to our medicines too. But we *already have* not one, but TWO miraculous treatments that, between them, can stop virtually *any* germ known to science, from deadly epidemics down to "minor" miseries like the

common cold.

■ **BOTH HAVE NOBEL PRIZE WORTHY PEDIGREES.** The first, called *Photoluminescence*, is based on the health discovery of a Nobel Prize Winner. The second, *Hydrogen Peroxide Therapy*, is so effective it deserves a Nobel Prize.

■ **BOTH HAVE BEEN THOROUGHLY PROVEN** in exhaustive University studies, both have a fabulous record of safety, both have healed thousands of patients for *decades* in nations throughout the world and I have personally used both with stunning success in my own medical practice for years...

■ **BUT CHANCES ARE YOU NEVER HEARD OF THEM,** neither has your doctor and now one of them is actually *being banned* in the United States!

■ **THEY COULD SAVE YOUR LIFE TOMORROW** and *tens of millions* of disease victims all over the world, every year. But if someone besides me doesn't *demand* their availability, they won't be here.

**SHOULDN'T YOU AT LEAST
KNOW THE FACTS?**

Let me share these
REAL MIRACLES with you...

**FREE with
your subscription**

Dr. William Campbell Douglass' Real Health Breakthroughs

**"Let me give you all
the life-saving facts
about what's
for real and what's
for the birds..."**

**Say "yes" to get 5 FREE
VOLUMES with your
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**Dr. Douglass' Real Health
Breakthroughs, and...**



SAY NO TO:

- ✓ Punishing diets
- ✓ Pointless deprivation
- ✓ Frightening myths



GOOD-BYE TO:

- ✓ Breast & prostate cancer
- ✓ Heart disease & strokes
- ✓ Arthritis pain & more



**AND DISCOVER
the real healing
miracles that
nobody's hyping!**

Dr. William Campbell Douglass'

REAL HEALTH BREAKTHROUGHS

**What if everything you've
been told to give up were
actually the very things
keeping you alive**

Guess what: THEY ARE.

My Dear Misled Friend:

Red Meat. Coffee. Fatty foods. Eggs.
Butter and cream. Tobacco. Even sunshine. All
the things that make life worth living are things
mainstream medicine wants you to give up in
the name of good health.

What do they want us to substitute for
these delicious, satisfying "vices?" Bean sprouts,
tofu this and soy that, gallons of water, and a
bunch of joint-destroying, heart-stressing lunacy
they call "exercise."

But is this really the right course? Is there
really such an overwhelming body of evidence
that says we need to be a society of water-
intoxicated vegetarian marathoners to be healthy?

NO. There isn't. Mainstream medicine's
"sky is falling" philosophy is just so much JUNK
MEDICINE. Need Proof? Consider this...

**That quick coffee-and-cigarette
breakfast isn't the killer those
doom-and-gloomers say it is.
Far from it, in fact...**

That cup of coffee you crave after you shut
off the alarm clock is actually one of nature's

healthiest miracles. In fact, that first morning
mug may pack more health-boosting antioxidants
than 3 *fresh oranges*!

And if you're like me, you enjoy a nice, hot
"cuppa joe" throughout the day. So don't fret—
indulge, because:

- 2-3 CUPS A DAY can slash your risk of
gallstones by 45%!
- 4 CUPS can dramatically cut your risk of
colon cancer—the second deadliest variety of
the disease in America...

And if you do smoke cigarettes (something
I'd warn anyone against), keep that coffee pot
plugged in—because some research shows that
drinking coffee helps prevent smokers from
developing bladder cancer.

Of course, as a doctor, I could never condone
cigarette smoking. With all the chemicals,
additives, and addictive drugs they pack into
them, they're to be avoided like the plague...

But notice I didn't say that smoking
tobacco is harmful. Quite the contrary, in fact.
The benefits of moderate smoking of pure,
unadulterated tobacco (like what's in a fine
cigar) have been known for centuries. Good luck
finding this out from our friends in the medical

(over please)

Time after time, "experts" attacked Dr. Douglass for breakthroughs they now call *cutting-edge*

IT WAS 20 YEARS AGO that Dr. William Campbell Douglass II traveled all the way to London to learn about using hormones like progesterone in their *natural* form. When he came back to America and started using *natural hormone therapy* in his Atlanta practice, he was roundly criticized by the *Atlanta Journal* and a certain high-and-mighty gynecologist at Emory University Medical School.

The gynecologist told the *Journal*:

"Douglass is full of crap!"

Years later, another Emory gynecologist was interviewed about the very same therapy for which they once hounded Dr. Douglass. The gynecologist *now* said:

"We now have a much better treatment in which we use the natural form...instead of the synthetic."

This is just *one* example of why Dr. Douglass can justifiably say "I told you so!" Wouldn't you rather have the truth about today's life-saving health discoveries *years before the others finally stumble onto them?* Let him share them with you every month, as a subscriber to Dr. Douglass' Real Health Breakthroughs — and you'll also receive 5 FREE BONUS GIFTS to help you heal all your health miseries.

mainstream, however.

As far off as it may sound, up to four cigars a day can help anyone:

- Maintain optimum weight and Body Mass Index
- Stay as mentally sharp and alert as possible
- Avoid (and combat) addictions to *truly* harmful substances
- Lessen the effects of Alzheimer's, Parkinson's—even schizophrenia

The campaign against tobacco is just one more example of how the mainstream's junk medicine pervades our lives—and forces us into making "healthy" choices that may actually be *killing us*. Keep reading...

So who am I to be swinging this ax?

I'm William Campbell Douglass, M.D.

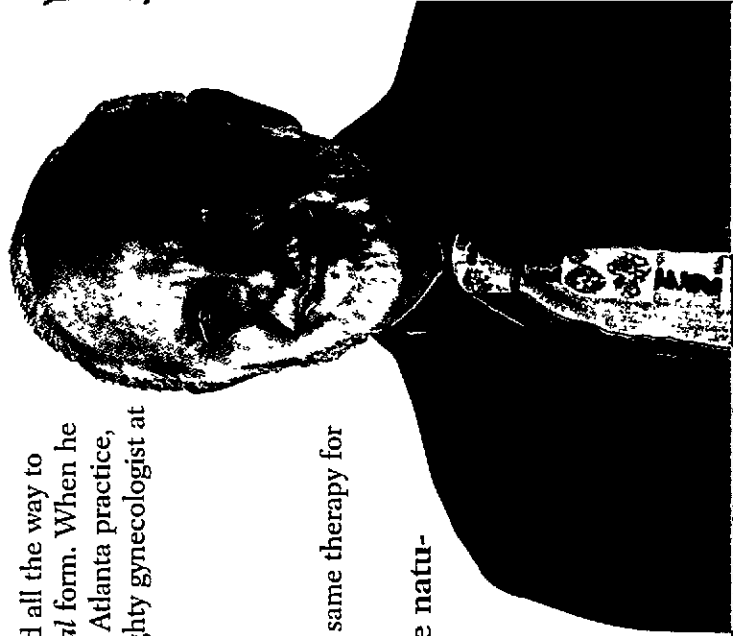
I've been called "the conscience of modern

medicine," and the National Health Federation voted me "Doctor of the Year."

I've also been labeled a "maverick," and several less flattering names too, but hey, that's part of the territory. And friend, my territory is everywhere...

- I've flown with US Navy crews as a Flight Surgeon...
- Saved lives as a long-time emergency physician...
- Battled malaria in bullet-torn regions of Central America...
- Fought deadly epidemics at my own health clinic in Africa...
- Worked alongside doctors at Russia's renowned Pasteur Institute...
- I've even been called before Congress (they never asked me back)...

And if there's one undeniable medical fact I've learned in 40 years of treating patients all over the world, it's that...



■ DON'T EVEN DREAM OF GIVING UP

the rich, meaty foods you can't help loving. In fact, I encourage you to dine on generous portions of steak, eggs, prime rib, lobster, chicken wings (with the skin!)...enjoy omelets with bacon for breakfast...even snack on pork rinds.

■ ESPECIALLY FOR THE REAL PEOPLE

who read Dr. Douglass' Real Health Breakthroughs, this program requires no calorie counting or fat counting. In fact, you can enjoy all the protein and fat you want and turn your body into a fat burning machine.

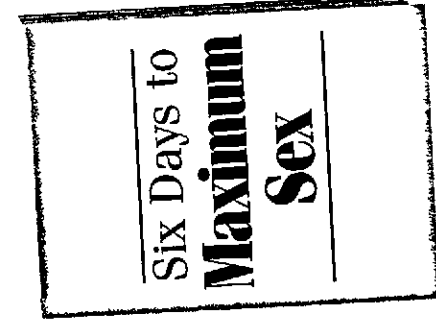
■ AND IS IT EVER HEART-HEALTHY!

Studies have shown that a plan like this can also help heart patients achieve healthier blood cholesterol levels than people on the most restrictive, low-fat diets.

■ SO DITCH THE LOW-FAT MUFFINS AND PASTA SALADS.

And, while you're at it, turn your body from a sluggish carbohydrate burner into a fat-burning machine!

FREE BONUS! VOLUME #4



SIX DAYS TO
MAXIMUM SEX:
*New Secrets to Boost
Male Potency,
Intensify Female
Orgasms and Multiply
Mutual Pleasure*

■ DON'T PUT UP WITH "MALE MENOPAUSE."

It's triggered by ebbing testosterone levels and it could kill you. Erectile problems are just

an early symptom. Next come depression, heart disease and early death. Learn how to safely reverse it and feel like a man again fast.

■ AND DON'T LET FEMALE MENOPAUSE put the brakes on your sexual pleasure.

Estrogen and progesterone are just *two* of the sex hormones healthy women need. Learn why women also produce *testosterone*, how it's key to a woman's sexual responsiveness, and how balanced, *natural hormone therapy* can help!



■ THE 10 SECOND TESTOSTERONE TEST.

After 40, testosterone levels drop and keep on dropping. Have your levels fallen to unhealthy lows? Take this quick test. If it turns out you're running on empty, don't worry, there's great news...

■ MINERAL FORMULA ENHANCES PERFORMANCE.

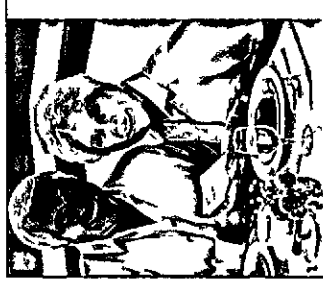
A recent study found that men doubled their testosterone levels by using this mineral formula. Find out what it is and how it works.

■ MAKES ERECTIONS FOUR TIMES BETTER.

An herbal breakthrough hardly anyone's heard of yet. The scientific journal *Urology* reports it increases erections anywhere from 290% to a whopping 400%.

■ ULTIMATE APHRODISIAC GUIDE.

Let our experts brief you on more astonishing, cutting-edge discoveries for *both men and women*. More than one can strengthen the heart and increase your stamina too!



RSVP TODAY!

FREE Bonus! VOLUME #2

REAL HEALTH
MIRACLES
FOR REAL
WOMEN AND
MEN

Real Health
Miracles
for
Real Women
and Men

■ DO MAMMOGRAMS SAVE LIVES?

Thousands of women are being panicked into unnecessary mastectomies for lumps that pose no threat. Plus, the painful *breast compression* of mammograms may even activate an otherwise benign condition. But relax, you've got great new prevention options!

■ WHY IS THIS MINERAL SUCH A BIG

SECRET? Women who get the *most* of it have the *lowest* breast cancer rates in the world. Women who get the *least* of it have the *highest* rates. It's dirt cheap and sold at your supermarket, but the only folks urged to take it are *men*. You need it too!

■ **"STANDARD" HRT** not only doesn't prevent heart attacks, but can *double* your risk. That's because they don't give you the *right mix of hormones*. Nobody tells you, but healthy women produce *testosterone* and when your levels get out of whack, it's a quick ticket to ticker trouble! Let me share the facts about your *natural* option.

■ CUTS BREAST CANCER RISK 90%.

That's right, this same natural therapy not only doesn't *raise* your cancer risk, but cuts it way down. Reverses osteoporosis, too.

■ **90% OF AMERICAN MEN** will develop benign prostatic hyperplasia (BPH) if they live long enough. But you don't have to suffer another day. The latest natural

breakthroughs work fast and they can be much more effective than drugs. Learn your new alternatives and sleep through the night at last.

■ JUST ONE CHEAP MINERAL PILL

could make your prostate problems vanish. Many

American men aren't getting enough of it. Low levels can lower your sex drive, drop your sperm count and even make you lose your appetite for food. Shouldn't you be supplementing?

■ **HALVE YOUR HEART ATTACK RISK** with the very same nutrient shown to prevent prostate, lung and stomach cancer. Now in easy-to-take capsules.

FREE Bonus! VOLUME #3

EAT LIKE A HUMAN
NOT LIKE A BIRD:

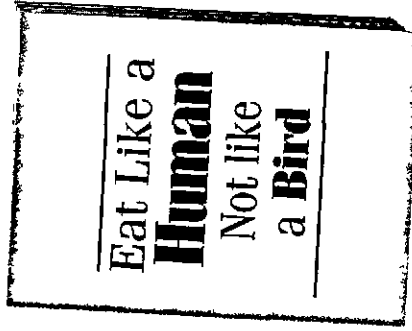
*Shed 14 Pounds of Fat
in 2 Weeks*

■ HERE'S THE QUICKEST, EASIEST, HEALTHIEST WAY

to lose a "spare tire" or thin down your thighs without really trying. In 2 weeks, you could shed up to 14 pounds of fat, while keeping every single ounce of muscle and tone.

■ IF YOU DON'T WANT TO LOOK LIKE A COW,

don't eat like one. Cattle ranchers feed their stock a steady diet of grain and vegetable matter to *fatten them up for the kill*. Yet when they tried including fatty foods like coconut oil, the cattle *lost weight*. See a lesson here?



FREE WITH YOUR SUBSCRIPTION

THERE IS NO SUCH THING as an undeniable medical fact!

As you'll see on the following pages, medicine just doesn't work that way. You're not a number, you're a human being. The most unpredictable thing in creation...

And your own road to real health can be easier, cheaper and far more pleasant than any health-nag would ever predict. I *guarantee* it. And I'll prove it. Your subscription will be backed with my no-risk "Ultimate Guarantee" of 100% satisfaction or your money back.

Just let me send you 5 FREE BONUS GIFTS and you'll soon see and feel what I mean. You'll learn how to make your body immune to CANCER, HEART ATTACKS, JOINT PAIN, FLU, COLDS and DEADLY DISEASE in ways that would make our misinformed "health authorities" whine for a week...

By eating REAL FOOD, taking a few (cheap!) supplements that make you STRONGER, and doing some shockingly PLEASURABLE things that "everyone knows" can't be healthy!

First we'll get the diet Nazis out of your life. I mean...

Everyone's hollering "EAT YOUR VEGETABLES"

But please don't overdo it. Because the actual figures reveal:

- VEGETARIANS DIE YOUNGER. Oh, they tell you they're healthier, but census data shows the opposite. Plus...
- VEGETARIAN KIDS ARE SICKLIER. The *Archives of Pediatric Adolescent Medicine* reports that children reared on these diets are at higher risk for "impaired psychomotor development."
- VEGETARIAN DIETS WON'T EVEN MAKE YOU MORE REGULAR. Even teenage vegetarians are 8 times more likely to use laxatives!

- AND THEY COULD SAP YOUR SEX LIFE AND YOUR STRENGTH. This is not a myth. In fact, researchers at the University of Massachusetts Medical School have linked meatless, low-protein diets to slumping sex function and muscle loss and bone damage.

Then, when they pester you to "DRINK 8 GLASSES OF WATER A DAY"...

Turn back on your tormentors with one simple question. WHY?

Know what? NOBODY KNOWS WHY. In the words of a famous nutritionist at Penn State University, "I can't tell you...and I've written a book on water."

Maybe your kidneys need it? No, according to a kidney expert at the National Institutes of Health, the average healthy adult gets all the water he or she needs from solid food alone.

Well then, perhaps it's to replace the water you lose from drinking coffee? Wrong again! The Journal of the American College of Nutrition confirms that caffeine doesn't dehydrate healthy people.

From now on, you have doctor's orders to drink water only when you feel like it. And if you'll take just one precaution with your water supply, you can...

SLASH YOUR RISK OF ALZHEIMER'S OVERNIGHT

It's really easy. Starting tomorrow, drink no tap water. Not because of industrial pollution, but because of chemicals that "health authorities" are adding to your water. For example...

People who warned against FLUORIDATION used to be ridiculed, but guess what? In Scandinavia, in fact all of Europe, and nearly every other medically advanced nation, they have now banned the practice.

Know why? Because fluoride makes your

body absorb extra aluminum. And where does the aluminum go? Your brain. And what metal shows up alarmingly in the brains of Alzheimer's victims? You guessed it. (Hmm... Maybe our health authorities have been drinking too much water?)

In your FREE BONUS REPORTS, I'll explain the cheapest and easiest way to filter out all this toxic JUNK MEDICINE, along with several even easier ways to cut your Alzheimer's risk. Then you'll learn how to slash your cancer risk by IGNORING some of today's most idiotic advice. Including loads of...

INCREDIBLY FRIGHTENING CANCER MYTHS that you can stop worrying about right now

If you don't want cancer, don't believe anyone who tells you:

- "SUNSHINE CAUSES MELANOMA." Just the opposite. In studies all over the world, as sun exposure increases, malignant skin cancer risk goes down. In the sunniest parts of Australia, lifeguards have lower skin cancer rates than office workers.
- "ELECTRIC BLANKETS GIVE YOU CANCER." Know how this myth got canonized? Instead of commissioning new

research, a public health authority put the question to a VOTE. (NEWS FLASH: you can't change the laws of nature by voting.) Yet even these geniuses freely admit that more than 500 existing studies show ZERO compelling evidence of electric fields causing cancer. Rest easy and while you're at it, enjoy your heating pad again.

- "HIGH FAT DIETS CAUSE BREAST CANCER." Fat phobia may be the height of fashion, but it's JUNK MEDICINE. Researchers studied 88,795 women over the course of 14 years, and what did they find? Not one sign that high-fat diets promote breast cancer. Not one hint that low-fat diets protect you. And in fact...

Women who consumed the least fat got breast cancer MORE OFTEN

Yet of all the cancer myths current today, none has killed more innocent people than one particular, truly murderous hoax:

- "DDT CAUSES CANCER." Says WHO? Check the record. Back in the 1970s, the Environmental Protection Agency examiner summed up 9,000 pages of research by flatly declaring, "DDT is not a carcinogenic hazard to man." He also

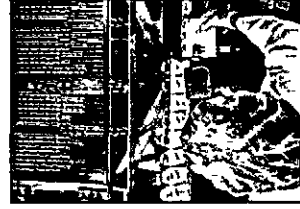
WHAT'S THE MOST LIFE-SAVING MEDICAL DISCOVERY OF THE LAST 100 YEARS?

Maybe you'd vote for penicillin. Good choice, but the National Academy of Sciences has praised:

The astonishing miracle of DDT

Specifically, their committee wrote "To only a few chemicals does man owe as great a debt as DDT... Indeed, it is estimated that, in a little more than two decades, DDT...prevented 500 million deaths due to malaria that would otherwise have been inevitable."

The record of actual research continues to show that DDT is the world's safest way to stop insect-borne disease (and does not thin the eggshells of birds.)



FREE BONUS! VOLUME #1

FORGET fat and cholesterol phobia!

■ **EAT YOUR CHOLESTEROL AND STRENGTHEN YOUR HEART.** It's not a toxic substance but a *miracle nutrient*. Better still, steak, shellfish, and eggs contain a substance now shown to *inhibit hardening of the arteries*.

■ **YOUR HEARTS REAL ENEMY IS THE STUFF THAT CREATES "POTHOLES" IN YOUR ARTERIES.** It's called *homocysteine*. Too much of it can increase your heart attack risk by 300%. But that's easily fixed! Just eat more *red meat* and take a few inexpensive vitamins.

Forget underwhelming arthritis "breakthroughs" and finally get REAL RELIEF!

■ **MOST DOCTORS WRING THEIR HANDS** and tell you to take aspirin, Celebrex or Vioxx. But these Mickey Mouse measures pale in comparison to exciting new alternatives like...

■ **THE NEW NATURAL CORTISONE THERAPY** that's safe and extremely effective. It's re-writing all the books about cortisone and arthritis. Instead of overdosing you, it makes up for natural deficiencies. Your life could be transformed practically overnight.

■ **GROW YOUR OWN NEW KNEE,** elbow or shoulder. This astonishing *real* breakthrough is medically proven, has helped hundreds of patients and I'll show you how to find a doctor near you to perform it. After about a week, damaged ligaments, tendons and cartilage *start to regrow like new*.

FORGET forgetfulness too!

■ **EVEN REGENERATE OLD BRAIN CELLS?** Yes! Supplements of a special amino acid have now been shown to prevent brain cells from dying as years go by. Another study shows that it can help regenerate old cells and even stimulate the growth of new ones! Just take 1,000 mg every day.

JUST SAY NO TO JUNK MEDICINE And Outlive All the Health Nags

■ **EVERYONE NAGS YOU TO DO IT,** but much of today's most-followed health advice is unscientific *hocus-pocus*. It's so *unhealthy* and hideously *unpleasant*, only the power of modern media could ever convince us to swallow it. In this volume, you'll receive doctor's orders to pitch dozens of punishing myths in the trash. You'll live longer, banish heart disease, prevent cancer, relieve your joint pain and feel much better *practically overnight*.

■ **VEGETABLES? THEY'RE OKAY AS A SIDE-DISH,** but don't let vegetarians nag you into joining this unnatural exercise in self-denial. The most reliable figures clearly show that vegetarians *die younger*, suffer impaired *psychomotor development* — and they even use up to 8 times more laxatives!

■ **GIVE YOUR BLADDER A BREAK.** Exactly *why* do you have to drink 8 glasses of water a day? *Nobody knows*. There's also mounting evidence that "healthy" additives in tap water may rocket your risk of cancer and Alzheimer's disease. I'll show you how to remove these toxins cheaply. Then you can...

FORGET frightening cancer myths before they kill you!

■ **CANCER NAGS SCOLD YOU** for eating fatty foods and meat. Then you're nagged to *avoid the sun*. Yet the actual data shows that both can prevent cancer. Learn how to make your cancer risks plummet without giving up a thing you love.

■ **WANT TO CUT YOUR CANCER DEATH-RISK** down to nearly nothing? Show your doctor the details here about AMAS. This blood test can detect a tumor practically anywhere in the body, early enough to *get it all*.



FREE with your subscription

Let me show you how shockingly pleasant the road to real health can be. If you do, I promise you'll feel illness, pain and weakness fade away like a bad dream. You'll see!

It's always been nature's way and it's today's REAL cutting-edge in modern medicine.

Doesn't this easy new road to real health make more sense than BEATING YOURSELF UP FOR NOTHING?

Of course it does! So please, return the enclosed FREE BONUS GIFT CERTIFICATE in the postage-paid envelope we've provided...

It saves you up to \$133 on your risk-free subscription...

It brings you all the FREE BONUS GIFTS I've mentioned that will let you turn the tables on medicine's misinformed know-it-alls...

Plus you have my "Ultimate Guarantee" that your gifts and my newsletter will deliver all you're hoping for and more. Or else please, feel free to call off the deal—at any time for a complete refund—no questions asked. YOU KEEP YOUR FREE BONUS GIFTS.

Don't wait. Do it now!

Claim your FREE Bonus Gifts and reclaim your health...

Walk out of health prison and into the sunlight...

And find out how sweet it feels to savor real health!

Sincerely,

W. C. Douglass

William Campbell Douglass II, M.D.
Editor

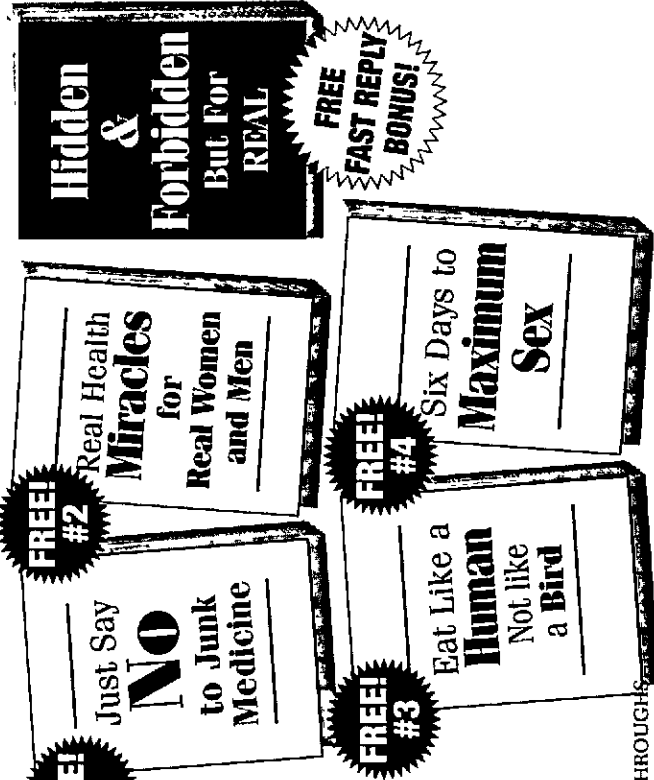
P.S.

I saved my favorite gift for last. Reply within the next 10 days and you'll get the valuable FREE Extra Bonus Report, **HIDDEN & FORBIDDEN, BUT FOR REAL**. Here I share the secrets about today's two most effective therapies that NOBODY ever told you about. They kill cold, flu and pneumonia viruses, they destroy drug-resistant germs that antibiotics can't touch, they're our only hope against tomorrow's plagues, and one with a Nobel Prize pedigree. Only problem is, they're TOO CHEAP. Keep an open mind until you see the details. This is a real health scandal. You'll be stunned. Yours FREE if you reply right now.



RSVP to get all this FREE

With your risk-free subscription to Dr. Douglass' Real Health Breakthroughs



emphasized that it doesn't harm fish, birds or other wildlife. Despite this open-and-shut case, his boss, EPA head William Ruckelshaus went ahead and banned DDT. Aides later said he never read even one page of the studies. He had helped to hatch the DDT scare and couldn't bring himself to admit he was wrong.

The worldwide witch-hunt against DDT hasn't saved one peregrine falcon. But it has unquestionably murdered tens of millions of human children in

tropical nations, who continue to die from malaria, Dengue fever, yellow fever and other mosquito-borne plagues.

I know this all too well from treating patients at my own clinic in Africa. It steams me to think that the anti-DDT activists who commit this genocide are congratulating themselves for being great humanitarians. And the crowning irony is that...

DDT may even prevent breast cancer

One of America's greatest medical researchers, Dr. William Hazeltine, has found that small amounts of DDT actually lower the risk of leukemia and breast cancer in lab animals. (The animals appeared so much healthier, lab technicians started referring to this miracle compound as "vitamin DDT.")

Are you starting to see how many deadly health FALSEHOODS have been promoted to FACTS, just by being endlessly repeated? And there's another side to this counterfeit coin. Just as many real health breakthroughs that could save your life tomorrow are being ignored. Don't miss the details in your FREE

BONUS REPORTS about...

THE REAL CANCER BREAKTHROUGHS that mass media has BLACKED OUT

For example, what if you had a truly foolproof test for detecting hidden cancers? One that finds the cancer early enough to enable a complete cure? Everyone wants there to be a test like this, but...

- IT SURE ISN'T MAMMOGRAPHY. One of today's most acclaimed cancer experts, Dr. Michael Baum of University College Hospital, London, recently announced that "I think there is a deception going on." Very simply, the latest statistics show that mammograms don't save lives. And half of

Dr. Douglass has always been fearless and he needs to be, because he *tells the truth*. He led the charge for alternative doctors back when it was unfashionable and he's never looked back. He's the conscience of modern medicine.

—Allan N. Spreen, M.D.

all women diagnosed with "early breast cancer" may be having mastectomies for nothing.

- IT ISN'T THE PSA TEST FOR PROSTATE CANCER, EITHER. Ask your doctor about the alarming study published in the peer-reviewed medical journal *The Lancet*. Believe it or not, it shows that men who take this test are more likely to die of prostate cancer than men who don't.
- THE ACTUAL RATE OF MISSED CANCERS hasn't changed much in 75 years...But, with the advent of the test I am going to tell you about, this will change for the better.

So what on earth can you do? Just send for your FREE BONUS REPORTS and let me give you the exciting new details about:

How to detect and defeat NEARLY ANY FORM OF CANCER

It's new, it's called the AMAS test, and nothing else even comes close to it. If your doctor runs it twice, your rate of false positives and false negatives drops to under 1%.

How important is this accuracy? Life or death. For example, if you find prostate cancer early enough, you've got a 99% chance of a cure.

And the test couldn't be easier. The doctor takes a blood sample and screens it for a substance called Anti-Malignan Antibody (AMAS). No squeezing the breasts. No poking around you-know-where.

The antibody is manufactured by your own immune system, in response to any common kind of cancer cell.

Thus, if you simply test for AMAS, you can reliably surmise when cancer is lurking somewhere in your body. And get treatment before it spreads.

Breast cancer, prostate cancer, lung cancer, colon cancer, name it...your chances for beating any of these cancers has suddenly skyrocketed!

Exciting? You bet. If there's any cancer in your family, AMAS should absolutely be part of your own regular checkup.

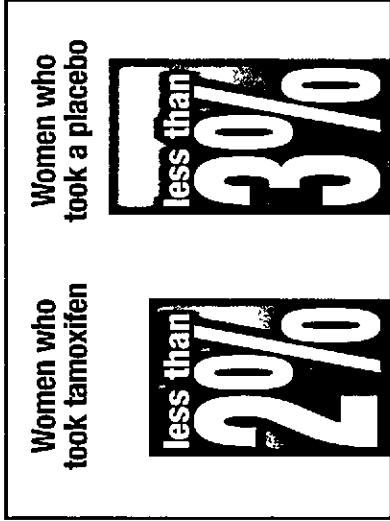
And this is not pie in the sky. It's been tested in studies of more than 8,000 patients and awarded U.S. Patent Number 5866690. Your doctor could and should be using it right now...

But he probably hasn't heard of it. So tell him! Full details in your FREE BONUS GIFTS, where I'll also brief you on:

- TODAY'S DEADLIEST CANCER-PREVENTION MYTH. You're probably following it at meal-time and hating every minute of it...

HOW TO LIE WITH STATISTICS

*Cook the numbers as shown below
and you too can "prove" that
tamoxifen prevents breast cancer*



% who got breast cancer

The headlines said "Tamoxifen Cuts Breast Cancer Risk 50% in Healthy Women!" And so it did. In one study, sort of. But let's look behind the numbers...

As it turns out, among all the women who took tamoxifen, less than 2% got breast cancer. Yet among those who took the placebo, less than 3% got breast cancer. So the real difference was only 1%.

Much ado about nothing? You bet. But of course, the number 3 is 50% larger than the number 2. Therefore, Tamoxifen cuts your cancer risk 50%.

Yeah, right.

- THE BEST CANCER PREVENTIVE YOU NEVER HEARD OF, a beverage that cuts off the blood supply to start-up cancer cells...
- AND THE REAL "MAGIC BULLET," a laser-light therapy that can make chemotherapy obsolete, destroying cancer cells without harming healthy ones.

fountain of health. Winston Churchill, Thomas Edison, Napoleon, JFK and other human dynamos shared this sleepy little secret that can make you smarter, sexier and more productive.

...and there's so much more I'm longing to tell you that will make you stop dreading the word "health" and start feeling fantastic. Just send for your 4 FREE BONUS GIFTS now! You'll get full details about all the pointlessly punishing MYTHS and life-transforming real breakthroughs mentioned above, plus hundreds more.

And, to keep you ahead of the HEALTH NAGS and on top of the best new real health breakthroughs in the months ahead...

YOU'LL GET THE BEST MONEY-SAVING DEAL on my all-you-need-to-save-your-life newsletter. Trust me, this is not another of those boring, preachy, you-heard-it-all-before publications that send you to sleep after raking you over the coals...

My newsletter IS DIFFERENT. I reveal the ridiculous truth about the latest JUNK MEDICINE MYTHS and hand you amazingly EASY AND PLEASANT new ways to free yourself and your loved ones from pain and disease.

IT'S ALL THE STUFF THAT REALLY WORKS. I name names, give phone numbers, and tell you exactly how to find and use everything. But the only way I can be sure you'll discover their benefits is if there is absolutely no risk to you. That's what my "Ultimate Guarantee" is all about: Your 100% satisfaction.

And remember, along with your one-year or two-year subscription, you'll get the following FREE BONUS GIFTS:

FREE REPORT 1. JUST SAY NO TO JUNK MEDICINE (And

Outlive All The Health Nags) Your complete and definitive guide to shrugging off HEART DISEASE... banishing CANCER...beating ARTHRITIS PAIN...improving YOUR MEMORY...and otherwise making your health dreams come true. All by



TOTALLY IGNORING the unhealthy low-fat, no-meat, no-milk, eat-only-vegetables MYTHS of modern medicine.

FREE REPORT 2. REAL

HEALTH MIRACLES FOR REAL WOMEN AND MEN.

Drug companies are making a fortune by frightening women and men with awful advice that's worse than doing nothing.

But here's your complete source for the very real breakthroughs that will cut a woman's cancer risk, strengthen your bones, balance your hormones and make the years ahead the happiest in your life.

And for men...did you know that the leading drug for benign prostate enlargement can increase your risk of prostate cancer? But now you can prevent or reverse benign prostate swelling, fight prostate cancer and protect your potency at the same time, all with no negative side effects.

FREE REPORT 3. EAT LIKE A

HUMAN NOT LIKE A

BIRD. Find out how to shake off 14 pounds of waistline and make your arteries healthier too — in as little as TWO WEEKS — by eating like a HUMAN

BEING and sculpting your body with real food like steak, eggs and plenty of butter.

FREE REPORT 4. SIX DAYS

TO MAXIMUM SEX. Your

complete update on the truly effective natural breakthroughs that are bringing men harder, longer-lasting erections — and helping women enjoy more intense and frequent orgasms — all in just 6 days or less.

Will you please let me put the power of all these real health breakthroughs into your hands right now?

Don't let self-righteous health sadists nag you to death...

Just give your body what it's begging for!

(over please)

info on “granulocytes.” See? I told you so.)

BUT HOW? The hydrogen peroxide molecule (H₂O₂) is basically water (H₂O) with an extra oxygen atom attached. When that oxygen gets released against germs, it “oxidizes” them. Poof, they’re goners.

And here’s some more of what you’ll learn in your FREE BONUS GIFTS:

- IT WAS BACK IN 1920 that two English doctors in India tried using hydrogen peroxide to stop a pneumonia epidemic. It worked. Patients on the edge of death bounced back to life.
- YEARS LATER, THE THERAPY WAS PERFECTED by Charles H. Farr, M.D., P.H.D. So much so, it should have been Nobel Prize worthy.
- IN THE 1960s, DOCTORS AT BAYLOR UNIVERSITY proved its safety and effectiveness against

many diseases, including such improbable candidates as cancer and hardening of the arteries.

- I’VE USED IT IN MY OWN PRACTICE to treat patients suffering from all manner of maladies from influenza and colds to some cases of emphysema. It works fast. It works safely. It works, period.

And this shockingly cheap therapy was a real health miracle for my patients in Africa, where the ungodly high cost of drugs condemns millions to death every year.

So how do drug companies get away with selling expensive antibiotics, when we’ve got this stuff that’s nearly free? You’d call me paranoid if I told you. But I’ll tell you anyway in your FREE

BONUS GIFTS, plus how to find a doctor skilled in this secret miracle.

NOTE: DON’T EVEN THINK OF DRINKING IT. That’s not how hydrogen peroxide therapy works and it’s not safe. I’ll explain how it’s done in your FREE BONUS REPORTS, along with some very nifty “minor” applications. It can be used to clear up sinus infections, erase benign moles and even clear up periodontitis without surgery. No kidding. You’ll see.

Getting intrigued? I’m just warming up...

I’d love to brief you on many more JUNK MEDICINE MYTHS to avoid and real health breakthroughs that truly deliver the goods, but I’m out of space. So why not scratch that itch in the back of your mind, send for your FREE BONUS GIFTS and find out all about:

- THE FIBER FRAUD. Doctors were getting positively hysterical about your colon. Fiber this, fiber that. Now it appears that some kinds of fiber can trigger precancerous growths...
- HOW TO THROW OFF FATIGUE by throwing out your vitamin C pills and taking the world’s most un-hyped vitamin

- VITAMIN “O” AND OTHER JOKES that masquerade as alternative medicine. They say you eat this stuff and it floods your body with oxygen. EAT oxygen? You may as well try to breathe food.
- POWER NAPPING FOR FUN AND PROFIT. Napping is fabulous medicine and now you can make it an even more bountiful

Bill Douglass is shining a light where it needs to be shined and making a lot of finger-wagging health authorities look silly. Just avoiding a few of the myths he explodes could add years to your life or even save it.

—Jonathan V. Wright, M.D.

instead.

Then you’ll learn about today’s most popular form of SUICIDE...

Want to kill yourself trying to AVOID HEART DISEASE?

Then just obey the Food Police and eat a VERY LOW-FAT DIET.

I’ve been cautioning my readers about this for years and now I’m even hearing agreement from the Chairman of the Nutrition Committee of the American Heart Association. Even he now admits that a very low-fat diet can be harmful to many people! So unless you’ve actually been tested and found to have a very specific condition called “pattern B LDL,” be careful to get enough animal fat in your diet.

At this point patients often ask me, “But how can I keep my cholesterol down?” Well, maybe you should be more concerned about getting it higher. Because...

LOW CHOLESTEROL can be much deadlier than high cholesterol

Here too, even the American Heart Association is now admitting...

- LOW CHOLESTEROL CAN TRIGGER THE DEADLIEST KIND OF STROKE. It’s called a “massive stroke,” and it happens when blood vessels in your brain are so weak, they burst open.
- EVEN MODERATELY LOW CHOLESTEROL LEVELS can raise your risk of these strokes. By this, I mean under 200. Yet many doctors routinely prescribe cholesterol-lowering drugs if it’s over 200! No wonder the *British Medical Journal* recently announced:

“CHOLESTEROL SCREENING IS NOT WORTHWHILE!”

When they actually looked at the figures,

guess what? Folks with lower cholesterol were just about as likely to develop heart disease as those with higher levels. It simply doesn’t matter.

So what’s the real cause of heart disease? Well, for one thing:

Too little RED MEAT in your diet

See how pleasant real health can be? Your friends might say “YOU’RE NUTS,” but the actual biochemistry behind my EAT LIKE A HUMAN diet is now endorsed by just about every serious heart researcher.

You see, of all the different substances they can measure in your blood, the deadliest risk factor for heart disease is not cholesterol, but a chemical called HOMOCYSTEINE. Because...

Cholesterol doesn’t do diddly unless it “catches” on a ridge or a pit in your artery walls. And the secret cause of these “cholesterol traps” is homocysteine. Too much homocysteine and your arteries corrode like a rusty pipe.

But it’s so easy to cut down your homocysteine levels! Three vitamins do the trick quickly, including vitamins B₆ and B₁₂. And by far the richest source of these vitamins is...

You got it. Red meat. In your FREE BONUS GIFTS, you’ll receive complete details of my EAT LIKE A HUMAN program, which not only heals your arteries, but peels off excess pounds in the bargain.

Then you’ll learn all about:

- HOW TO EXPAND NARROW ARTERIES almost instantly, after any meal, with a nutrient pill that goes to work in seconds...
- HOW TO CLEAN OUT DISEASED ARTERIES permanently and make them flow free again, without surgery, diet or any drugs at all...
- COMMON INFECTIONS that cause



WHY BYPASS SURGERY DOESN'T PREVENT HEART ATTACKS

Want to know a deep, dark secret that bypass surgeons hate to admit? When autopsies are actually performed on dead heart-attack victims, they often find no blocked arteries at all!

Isn't that curious? Everyone tells you that fatal heart attacks are always caused by hardened arteries. But post-mortems show it's just not so.

And here's another fact they're unlikely to tell you. More than 10 years ago, the *American Journal of Cardiology* reported that most patients with blocked arteries actually grow their own bypasses.

HOW? When your body "discovers" a blocked artery, it sends out a message to your arteries, telling them to grow a network of smaller, "collateral vessels." In most patients, these new vessels compensate perfectly well for the clogged ones.

So what's the secret killer? I'll tell you in your FREE BONUS GIFTS. And I'll give you full details about the herb that doctors in Germany are using to treat it. It's been used on 15,000 cardiac patients — not one of these patients has died of a heart attack — and only 20 experienced any later heart attacks at all.



many heart attacks, and the little-known treatment that kills these dangerous germs...

And the next time you hear anyone say "HORMONE REPLACEMENT THERAPY PREVENTS HEART DISEASE," be a good friend and set them straight:

HRT can DOUBLE a woman's risk of heart disease

In a recent study of 2,000 women who had suffered heart attacks, taking estrogen doubled their risk of further problems.

Understand, I am not saying that Hormone Replacement Therapy is bad for your heart. It's just that most menopausal women are receiving the wrong mix of hormones. Doctors are flooding

their systems with too much estrogen and progesterone, usually dangerous synthetics, when in fact...

The heart-healthy hormone women need is TESTOSTERONE

Forget what everyone told you about "male" and "female" hormones. As any first-year medical student should know, both women and men produce all the very same types of sex hormones.

It's just the proportion that's different. Healthy women produce more estrogen and progesterone...men make more testosterone...but all of us need some of each to stay healthy.

Testosterone, not estrogen, is the hormone

cancer, but surprise...

Germs are back on top again, as a very worried AMA revealed at a conference not long ago.

People who check into hospitals for treatment of other conditions are dying of bacterial pneumonia that antibiotics can't touch. Tuberculosis has returned to America in drug-resistant strains...

New strains of colds are lasting for months and doctors are publicly worrying that the killer flu which wiped out 20 million people back in 1919 could be reborn any autumn now..

But cheer up, because despite what everyone tells you...

Antibiotics are not our most powerful weapon against infectious disease

They're just the most profitable for drug companies. Right now, however, we already possess an alternative that can blast all the diseases mentioned above and many more to kingdom come.

It's safe, backed by decades of solid research, and boy is it ever cheap. You can buy it at drugstores everywhere for 65¢ a bottle. So what is this amazing miracle-in-a-bottle?

HYDROGEN PEROXIDE

Go ahead and laugh if you like, but what follows is no joke:

- DID YOU KNOW that your own white blood cells produce hydrogen peroxide? Yes they do. Lots of it.
- KNOW WHY? Because that's how they kill invading germs. It's your body's first and best defense against any infection. Kills bacteria, viruses, yeast, parasites — all the bad guys.
- DON'T BELIEVE ME? Look it up. (Try the Encyclopedia Britannica website. Check the

(over please)

THE NOBEL PRIZE-WORTHY MIRACLE that authorities are trying to ban

Famous puppeteer Jim Henson tragically died of a common strep infection. No antibiotics could save him. But the real tragedy is that he likely could have been saved by therapy that's been well-documented since the 1930s. It's called photoluminescence and it's phenomenally safe, inexpensive and effective. You take a blood sample, shine ultraviolet light into it, return it to the sick patient. The result is an astonishing lift in immune response...and even toxins already released by invading germs are quickly neutralized.

In your FREE BONUS GIFTS, I'll share the jaw-dropping facts, including how:

- The "grandfather" of this medical miracle won the Nobel Prize.
- It cured polio at Los Angeles County Hospital, years before the vaccine.
- It's been used for 20 years with astonishing success at the Pasteur Institute in St. Petersburg, Russia, where time and again I witnessed its power to bring patients near death back to glowing health.
- It's even being used to treat cancer patients in research at Yale University.

I have personally employed this therapy to return many very sick patients to the bloom of health. Yet pressure from drug companies threatens to have it banned in America. So please, get full details about this *REAL miracle* in your FREE BONUS GIFTS. Someday your own life may depend on it, but it won't be here. Don't let that happen. RSVP today.

HOW TO DO HALF THE EXERCISE and get twice the health benefit

Whether you love to sweat or hate it, why work harder than you have to? I've got a secret that fills your lungs with oxygen, floods your muscles with energy — and never leaves you gasping for breath.

It's called EWOT for short and there's no shorter way to get fit. No drugs, no herbs, no hormones, no torture devices. Developed by the same brilliant physicist who created the atom bomb for Stalin, it'll charge your energy banks like nothing you've ever tried.

In my own medical practice, I've seen it transform even very elderly and frail patients. Think what it can do for you. Full details in your FREE BONUS GIFTS.



give you my 60-SECOND SELF TEST for checking your own testosterone levels. And I'll show you several exciting new ways to boost or DOUBLE your own natural testosterone levels quite safely, just by stimulating your body to make more.

Plus I'll provide the surprising new facts about...

THE REAL MIRACLE FOR ARTHRITIS PAIN

I am not talking about glucosamine or chondroitin. They do work, but their pain-relief power is limited.

The real miracle for joint pain and swelling has been sitting right under our noses for decades. I'm certain you've heard of it...

Good old reliable CORTISONE!

Stay with me here. I realize that everyone tells you "CORTISONE CAN DESTROY YOUR HEALTH," and so it can...

But so can any other substance, including water. And when cortisone's powers were first discovered, doctors got carried away. They gave huge doses that were bound to be destructive.

Now, one courageous doctor has proved that cortisone can be safe and a Godsend to sufferers. His name is Dr. William Jeffries. and I'll share his breakthroughs in your FREE BONUS GIFTS. You'll learn how:

- YOUR BODY PRODUCES ITS OWN NATURAL FORM OF CORTISONE, to help it fight stress, injuries and fatigue...
- BUT MANY JOINT PAIN SUFFERERS ARE SECRETLY DEFICIENT in this natural form, called hydrocortisone. Simply correct this with very small doses and the results can transform your life.

Better still, this same natural therapy can clear up many other anti-immune problems, like hay fever, asthma and more besides. So do let me show you how to get access to this real health breakthrough. (Warning: I am not talking about Prednisone, which is dangerous.)

It's all in your FREE BONUS GIFTS, where you'll also learn...

How to protect your loved ones from the world's #1 killer

Everyone thinks that today's biggest threats to your life are heart disease and

that keeps your heart strong. If you're a woman over 50, there's a good chance your levels are too low (just as men over 50).

In your FREE BONUS GIFTS I'll give you full details about the NATURAL HORMONE THERAPY that combines all the hormones a woman needs. And how to find a doctor with expertise in this neglected field.

Do look into it. Not only is it better for your heart, but it may also reverse osteoporosis. Best of all...

It's even been shown in some to cut breast cancer risk by 90%.

Now what about men? Well, don't let anyone tell you that "MEN HAVE TOO MUCH TESTOSTERONE." Because...

What doctors don't tell you about testosterone isn't just stealing your potency. IT'S KILLING MILLIONS OF MEN EVERY YEAR.

Studies show that many American men over 40 actually suffer a dangerous testosterone deficiency. Yet doctors typically don't even test for it, because they too are victims of JUNK MEDICINE:

- EVERYONE THINKS that testosterone causes heart disease. Yet the research shows it's a fabulous treatment and may even prevent strokes.
- EVERYONE FEARS that testosterone promotes prostate disease. Yet studies show that both benign swelling and cancer typically strike older men, with declining testosterone levels.
- EVERYONE ASSUMES that the state-of-the-science treatment for impotence is Viagra. While it can help, all-natural testosterone can make you feel and perform like a 21-year-old again. *And, a combination of the two... WOW!*

In your FREE BONUS GIFTS, I'll

The REAL sex-enhancing breakthrough for men WORKS WONDERS FOR WOMEN TOO

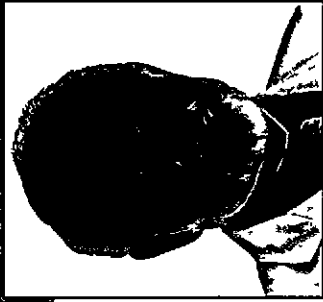


In their race to promote Viagra, drug companies seem to have forgotten about women. Yet a truly miraculous, 100% natural therapy has existed for years — and works wonders for both men and women.

Just as low testosterone levels are often the real cause of male impotence...

The same condition can cause loss of libido in women. And when women who fear they are "frigid" are simply given natural hormone therapy that includes appropriate amounts of testosterone — there's a wonderful bonus in added sexual pleasure.

This is just part of the REAL good news about better sex for men and women that's included in your FREE BONUS REPORTS. I'll also explain why better sex even helps you live longer, and how both partners can increase their desire, the intensity of their orgasms and the real joy they get out of sex. All, in as little as 6 days!



Want to banish HEART DISEASE, CANCER, ARTHRITIS PAIN and more? *Then do this right now...*

Take all that nagging health advice and TOSS IT IN THE TRASH!

(March, 2004) HE'S BEEN CALLED A MAVERICK by vested interests who fear him. But to hundreds of patients and thousands of readers, *William Campbell Douglass II, M.D.*, has long been one of America's most popular *myth-busters*, revealing the surprisingly *inexpensive* and *easy* road to real health.

Decades ago, when it was unfashionable, he started his crusade against drugs that *weaken* the immune system, surgery that's *worse* than doing nothing — and punishing diets that *cause* the very conditions they claim to cure. Now his theories have won thousands of followers in the halls of science, but he's not resting on his laurels. "The wonder," says Dr. Douglass, "is that it took all these new studies to convince doctors of the very facts their patients knew all along."

“JUST SAY NO TO THE HEALTH POLICE and feel your miseries fade away”

“AMERICANS ARE BEING FORCE-FED a diet of vegetables, water and fear. But they've got us worried sick about *nothing*. Just say no to all the unhealthy advice that's making your life a misery. You'll feel better instantly, live longer and enjoy all your extra years to the fullest.”

BE A GOOD PATIENT AND EAT YOUR CHOLESTEROL. For more than 20 years, I've reminded Americans that cholesterol is *not* a terrifying toxin, but a *life-saving nutrient*. Your own body makes it when your foods don't provide it. And studies now show that if you're cholesterol-starved, you will raise your risk of *massive strokes*.

EGG-LOVERS LIVE LONGER. Not only are eggs *not guilty* of causing heart disease, they've been proven to *prevent* it.

That's right, an enormous study of 800,000 people has shown that egg-eaters have a much *lower rate* of *heart attacks* and *strokes* than egg-avoiders.

THE RAW TRUTH. Go ahead and indulge in steak *tartare*, and enjoy raw eggs in your mayonnaise and Caesar salad. Raw and rare meat contain *life-saving nutrients* that overcooking destroys.

WANT TO LIVE LONG AND FEEL STRONG? Tell exercise fanatics to *take a hike*. To cite just one example, Marathon runners drop dead nearly 200 *times* more often than their lazier (and smarter!) peers. In your FREE BONUS GIFTS, I'll show you how to *triple* your strength, with an exercise program so easy, even 90-year-olds can do it.



“If TV promotes it and everyone knows it, YOU'VE GOT YOURSELF A MYTH”

WANT TO TRACK DOWN A MEDICAL MYTH? It's easy! Just *follow the money*. The more they spend on TV commercials and ads in popular magazines, the more you can be sure the “breakthrough” they're selling is bogus. But *profitable*.

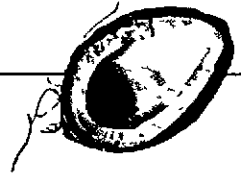
DON'T SWALLOW THE SOY PLOY. Soy producers claim it slashes your cancer risk, cuts your heart disease risk and helps with menopause. But *actual research* says *they're wrong on all three counts*. What soy *will* do is pump you full of estrogen-mimicking compounds, which can depress your thyroid and make you put on weight. It also contains an acid that blocks your absorption of *calcium*. (Can you say “osteoporosis”?)

IF THE LABEL SAYS “ENRICHED WITH IRON,” *treat it like a poison*. Commercials pound it into our heads that we all have “iron poor blood,” but 91% of older Americans are actually getting *way too much iron*. This is linked to *heart disease*, *cancer* and even *diabetes*. In your FREE BONUS GIFTS, you'll learn how to remove excess iron from your system!

BREAD AND PASTA are very profitable products to sell. But “carb loading” *doesn't* boost athletic performance. *Fat and protein do*.

IT'S TIME TO INSPECT THE MEAT-HATERS and find out who their contributors are. Some of the world's wealthiest carbohydrate producers — including *Con-Agra* and *Quaker Oats* — are “generously supporting” one of America's best-known diet gurus. And what is his advice? “*Eat only complex carbohydrates*.” Wow, how surprising.

COCONUT OIL GETS A BAD RAP only because it's *not* very profitable. Food companies make far better money by marking up ultra-cheap sunflower, safflower, corn and cottonseed oils. Yet it's these seed oils that are truly dangerous, while *coconut oil* is a *perfect food*. High temperatures *won't*

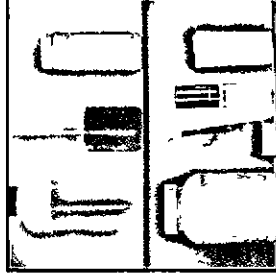


break it down into deadly trans-fats. Plus it's been shown to act as a natural antihistamine and a potent anticancer agent!

“If a cure is safe, effective and cheap WATCH THEM MAKE IT DISAPPEAR”



THIS DOLLAR-A-BOTTLE MIRACLE has been proven to cure drug-resistant pneumonia, clear up colds and flu in 24 hours — and heal many other viral and bacterial diseases as well. It's called HYDROGEN PEROXIDE THERAPY. But it *won't* make billions for any drug firm because the stuff is *practically free*. Let me take you behind the scenes, and show you the stunning scientific facts.



AT THE FAMED PASTEUR INSTITUTE in St. Petersburg, Russia, I worked alongside doctors who routinely healed patients of deadly infectious diseases without any antibiotics, using nothing more than the germ-killing power of *ultraviolet light*. Yet ironically, this life-saving therapy called *photoluminescence* was perfected here in America, back before World War II! After the discovery of penicillin, it fell out of widespread use. Today, of course, we need it more than ever. But the technology is in the public domain, so it won't make big money for anyone and *vested interests* are *trying* to *have it banned*. Americans need to know the facts and they're all in your FREE BONUS REPORTS.

Remember, folks—if I say it, you can count on it. That's why your subscription to *Dr. Douglass' Real Health Breakthroughs* comes with my “Ultimate Guarantee”. If my advice doesn't help, you won't pay a cent, period. It's that simple—no catch, no deadline, and no further obligation, EVER. Just a 100% refund, right away.

Are calcium pills *really* worth the money?

YOU could be spending \$300 or more for your daily 1,200 milligrams of calcium, but *put that money right back in your pocket*. As a researcher at the University of Nebraska puts it, “Taking calcium supplements may actually make osteoporosis even worse.”



Here's a little zinger that supplement makers would rather keep quiet. *Most Americans get all the calcium they need in their daily diet*. More often the problem is that our blood isn't *absorbing* the calcium. In most cases, that's easily remedied with one (cheap!) mineral and one (cheaper!) vitamin. *How do you know if you need them?* Just test your saliva with a strip you can buy at any drug store. I'll give full details in your FREE BONUS GIFTS, so RSVP today.

Does CPR *really* save lives?

As *commonly taught*, it can kill you

YOU'VE SEEN IT ON TV DRAMAS. Medics rush in to give a drowning victim CPR *and he dies*. This is happening all too often in real life — and it's *not* because the help came too late.

It's because the “classic” CPR taught in textbooks is outdated! As a result, CPR is *killing* the very people it was intended to save. This is especially tragic in the case of drowning children, who are literally being murdered by their rescuers.

Just ask *Dr. Heimlich*. (You've heard of him. He invented the Heimlich maneuver.) He would have told these medics *never* to do classic CPR on any patient who suffers obstructed breathing, because you *can't get air into blocked lungs*. All you'll do is force the obstruction even deeper into the lungs.

In your FREE BONUS GIFTS, I'll include special instructions on the correct way to save lives with CPR. I'll even give diagrams. Please do your loved ones a favor and share this vital information with them, *especially if they like to go swimming*.

Compare us to
the competition.

You'll be the winner.

Across the country,
commercial lawn care
professionals are building
profitable businesses
around high-performance
Exmark mowers.

We challenge you to find
out why. Visit your local
Exmark dealer. Ask the
tough questions. Compare
us to the competition.

You'll discover the Exmark
Advantage.



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402/223-4010 or fax 402/223-4154

Our Goal is Your Total Satisfaction

When you purchase an Exmark you get more than a reliable, dependable, and sharp-looking commercial mower. Your new Exmark is backed by industry leading programs that are geared to keep you in the field and away from costly downtime.

Flexible financing

Exmark's Smart Step Financing Program offers custom-tailored loans and leases for qualified buyers. Our programs offer competitive rates and flexible payment terms. Working with Exmark's financing partner, Dealers Credit, Inc., you can expect outstanding service. Service that includes an easy application process and a quick response to your application.

Top notch warranties

Exmark and its component suppliers stand behind Exmark mowers with strong, fair, limited warranties — including an industry-leading two-year limited warranty on our hydro drive systems. See your Exmark dealer for complete details.

Parts overnight or free

At Exmark, we know how important parts availability is to your operation. That's why our dealers stock a complete parts inventory. However, if your dealer doesn't have the part you need—when you need it—you can depend on the Exmark Parts Plus® overnight-or-free guarantee.

Here's how it works. If you need a replacement part for your Exmark mower that your dealer does not have in stock, Exmark Parts Plus® gets it to you overnight. As long as your order is placed by 1:00 p.m. (CST) weekdays, your part will be delivered the next weekday, or it's free...guaranteed! See your Exmark dealer for complete details. Some restrictions apply.

Trained servicing dealers

When you buy an Exmark you have the peace-of-mind knowing your Exmark dealer stands behind you with outstanding service and an extensive parts inventory. Factory-trained service professionals are there to keep you going. Plus, they are backed by Exmark customer service representatives who are just a phone call away.

Exmark's commitment to continuous evaluation and improvement of products requires that features and specifications may change without notice

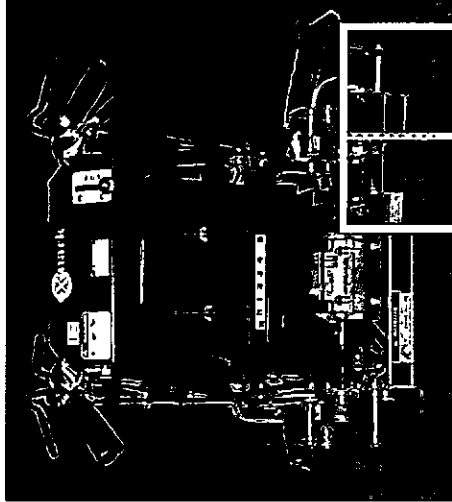
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Introducing our
new high-performance
double-belt walk behind.

Exmark
METRO



Operator advantages

- Padded knee shifter provides convenient and comfortable control of five forward speeds.
- Constant force idler system provides soft-touch drive lever operation for reduced operator fatigue. Plus, the increased belt tension reduces belt slippage.
- High-clearance engine deck improves under-deck access and prevents trailer loading bottom outs.
- Large five-gallon fuel tank keeps you running longer.



DISCOVER THE EXMARK ADVANTAGE

EXMARK EXPLORER, EXMARK TURF RANGER & EXMARK TURF TRACER MOWERS

	Model	Engine	Height	Length w/ Deck	Curb Weight Less Deck
Exmark Explorer®	EXS-20KC	20 hp Kohler Command OHV	52" (132 cm)	97" (246 cm)	736 lbs (334 kg)
	EXS-20KC-2	20 hp Kohler Command OHV	43" (109 cm)	97" (246 cm)	658 lbs (298 kg)
Exmark Turf Ranger®	TR-18KC	18 hp Kohler Command	44" (112 cm)	109" (277 cm)	672 lbs (305 kg)
	TR-22KC	22 hp Kohler Command	44" (112 cm)	109" (277 cm)	674 lbs (306 kg)
Exmark Turf Tracer® Hydro	TTH-18KC	18 hp Kohler Command	43.5" (111 cm)	81" (206 cm)	398 lbs (180 kg)
	TTH-22KC	22 hp Kohler Command	43.5" (111 cm)	81" (206 cm)	400 lbs (181 kg)

FLOATING CUTTER DECK OPTIONS FOR EXMARK EXPLORER, TURF RANGER & TURF TRACER

	Model	Discharge	Cutting Width	Blades	Width w/ Tractor*	Curb Weight
Exmark Explorer®	CD-44	Rear	44" (112 cm)	2-22" (56 cm) & 1-7" (18 cm)	45" (114 cm)	235 lbs (107 kg)
	CD-52RD	Rear	52" (132 cm)	2-26" (66 cm) & 1-10" (25 cm)	53" (135 cm)	310 lbs (141 kg)
	CD-52SD	Side	52" (132 cm)	3-18" (46 cm)	63" (160 cm)	295 lbs (134 kg)
	CD-60SD	Side	60" (152 cm)	3-20.5" (52 cm)	70.5" (179 cm)	325 lbs (148 kg)
Exmark Turf Ranger® and Exmark Turf Tracer®	FMD-52	Side	52" (132 cm)	3-18" (46 cm)	63" (160 cm)	250 lbs (114 kg)
	FMD-60	Side	60" (152 cm)	3-20.5" (52 cm)	70.5" (179 cm)	280 lbs (127 kg)

*With deflector down on side-discharge models

Cutter Deck Features
4-Point Full-Floating Deck — 6 adjustable antiscalp rollers on 52" and 60" decks
Continuous, Fully-Welded Seams 10-gauge (.135") steel top, 7-gauge (.180") skirt.
High-Lift Blades
Blade Spindles — 1.19" (30.2 mm) diameter mounted in cast-aluminum spindle housings with dual bearings and top-access grease fitting
Casters — Double-yolk, 11 x 4 00-5 4-ply, smooth caster wheel assembly.
Cutting Heights — Adjustable 4-point from 1.5" (3.8 cm) to 4.5" (11.5 cm) [4" (10.2 cm) maximum height on Explorer] in .5" (1.3 cm) increments

Exmark Turf Ranger®

Hydrostatic Drive System — Eaton 851 hydrostatic transaxle with tapered axle shafts
Speed Control — Foot pedal control with infinite variable speed selection, forward from 0 to 6.4 mph (10.23 kmph), reverse from 0 to 3.1 mph (5.11 kmph)
Trans-Guard Molton Control Override — Protects transmission by reducing peak load
Steering — Aircraft style yoke with roller chain connection to 18 x 6.50-8 4-ply Turfsaver rear steering wheel.
Seat — High back, foam padded and contoured. Single-lever position adjustment fore and aft
Drive-Wheel Release Lever — Easy access, dump valve allows unit movement without engine running.
Drive Wheels — 20 x 10.00-8 4-ply Turfmates
Safety Package — Operator presence controls and transaxle neutral interlock
Parking Brake — Lever actuated. Integrated with transmission neutral lock
Engine Deck/Rider Frame — Heavy-duty 7-gauge (180") welded steel Tubular support yoke on rider frame.
Cutter Decks — Full-floating TrnVantage® decks in 52" (132 cm) and 60" (152 cm).
Grass Collection — Optional 3-bushel grass catcher.
PTO — Electro-magnetic clutch.
Fuel Tank — 5-gallon (18.9 liters)
Electrical System — 12-V battery with 15-amp alternator.
Lift System — Warner electric linear actuator
Hydro Fluid — Premium hydraulic fluid

Exmark Explorer®

Hydrostatic Drive System — Twin Sunstrand/Hydro-Gear variable displacement pumps and twin Parker/Ross wheel drive motors with 1.25" (3.18 cm) tapered shaft
Speed Control — Infinite variable speed selection, forward from 0 to 6.6 mph (10.6 kmph), reverse from 0 to 3.3 mph (5.3 kmph).
Steering & Travel Control — Twin levers are height adjustable and hydraulically dampened for smooth and comfortable control
Seat — High back, foam padded and contoured for comfort and support. Single lever position adjustment fore and aft.
Drive-Wheel Release Levers — Easy access, dump valves allow unit movement without engine running.
Safety Package — Operator presence controls (OPC), drive system interlock and switch activator on grass collection system/utility box
Parking Brake — Lever-actuated drum and band integrated with transmission neutral lock
Drive Wheels — 20 x 10.00-8 4-ply Turfmates
Rear Caster Wheel — 13 x 6.50-6 4-ply smooth tread.
Tractor Frame — Welded heavy-duty tubular steel
Cutter Decks — Full-floating decks in 44" (112 cm) and 52" (132 cm) rear discharge, or 52" (132 cm) and 60" (152 cm) TrnVantage® deck.

Grass Collection — Explorer with dedicated catcher system 6 bushel total capacity with two 3-bushel polyethylene grass catcher tubs Explorer II with TrnVantage® deck. Optional 3-bushel flexible catcher.
PTO — Lever type with patented drive engagement system
Fuel Tank — 4-gallon (14.4 liters)
Electrical System — 12-V battery with 15-amp alternator.
Hydro Fluid — Mobil 1 15W-50 synthetic oil



Exmark's commitment to continuous evaluation and improvement of products requires that features and specifications may change without notice.

Specifications

EXIMARK VIKING, EXIMARK METRO & EXIMARK 32" 5-SPEED MOWERS

Model	Cutting Width	Blades	Engine	Curb Weight	
				(no gas or oil)	
Exmark Metro 5-Speed	M32-8.5B-5	31 75" (80.6 cm)	8.5 hp B/S	359 lbs (163 kg)	
	M32-12.5K-5	31.75" (80.6 cm)	12.5 hp Kaw	380 lbs (172 kg)	
	M32-12.5KO-5	31.75" (80.6 cm)	12.5 hp Koh	384 lbs (174 kg)	
	M36-12.5K-5	35.4" (89.9 cm)	12.5 hp Kaw	387 lbs (176 kg)	
	M36-12.5KO-5	35.4" (89.9 cm)	12.5 hp Koh	391 lbs (177 kg)	
	M36-14K-5	35.4" (89.9 cm)	14 hp Kaw	393 lbs (178 kg)	
	M36-14KO-5	35.4" (89.9 cm)	14 hp Koh	391 lbs (177 kg)	
	M48-12.5K-5	47.6" (120.9 cm)	12.5 hp Kaw	421 lbs (191 kg)	
	M48-12.5KO-5	47.6" (120.9 cm)	12.5 hp Koh	425 lbs (193 kg)	
	M48-14K-5	47.6" (120.9 cm)	14 hp Kaw	427 lbs (194 kg)	
	M48-14KO-5	47.6" (120.9 cm)	14 hp Koh	425 lbs (193 kg)	
	M48-16BV-5	47.6" (120.9 cm)	16 hp B/S	421 lbs (191 kg)	
	M52-14K-5	52" (132 cm)	14 hp Kaw	455 lbs (206 kg)	
	M52-14KO-5	52" (132 cm)	14 hp Koh	453 lbs (205 kg)	
	M52-16BV-5	52" (132 cm)	16 hp B/S	449 lbs (204 kg)	
Exmark Viking 5-Speed	V36-12.5K-5	35.4" (89.9 cm)	12.5 hp Kaw	374 lbs (170 kg)	
	V36-14K-5	35.4" (89.9 cm)	14 hp Kaw	380 lbs (172 kg)	
	V36-12.5KO-5	35.4" (89.9 cm)	12.5 hp Koh	378 lbs (172 kg)	
	V36-14KO-5	35.4" (89.9 cm)	14 hp Koh	378 lbs (172 kg)	
	V48-14K-5	47.6" (120.9 cm)	14 hp Kaw	425 lbs (193 kg)	
	V48-14KO-5	47.6" (120.9 cm)	14 hp Koh	423 lbs (192 kg)	
	V52-14K-5	52" (132 cm)	14 hp Kaw	453 lbs (205 kg)	
	V52-14KO-5	52" (132 cm)	14 hp Koh	451 lbs (205 kg)	
	V36-14K-H	35.4" (89.9 cm)	14 hp Kaw	433 lbs (196 kg)	
	V36-14KO-H	35.4" (89.9 cm)	14 hp Koh	431 lbs (195 kg)	
	V48-14K-H	47.6" (120.9 cm)	14 hp Kaw	478 lbs (217 kg)	
	V48-14KO-H	47.6" (120.9 cm)	14 hp Koh	476 lbs (216 kg)	
	V52-14K-H	52" (132 cm)	14 hp Kaw	506 lbs (229 kg)	
	V52-14KO-H	52" (132 cm)	14 hp Koh	504 lbs (229 kg)	
	V52-16BV-H	52" (132 cm)	16 hp B/S	500 lbs (227 kg)	

Exmark Metro 5-Speeds

Transmission—5-speed Peerless 700
Speed Control—Convenient centered knee shifter.
Forward speed range—2.0 mph (3.22 kmph) to 6.2 mph (9.98 kmph).
Drive System—Direct drive from transmission to double-belt wheel drives.
Constant Force Idler System—Provides smooth-as-silk wheel drive engagement and featherlight drive lever operation plus reduced belt slippage.

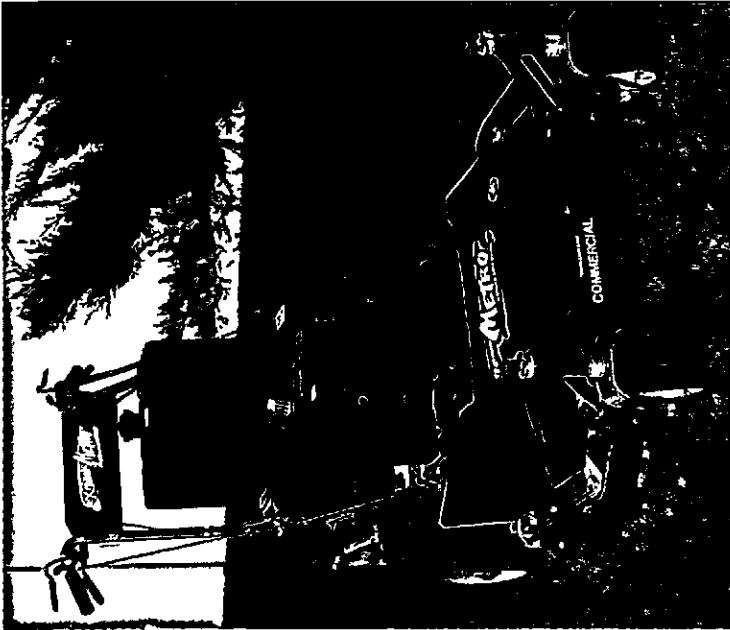
Exmark Viking 5-Speeds

Transmission — Shift-on-the-go 5-speed Peerless 700.
Speed Control — Convenient centered knee shift lever. Forward speed range from 1.4 mph (2.3 kmph) to 5 mph (8.0 kmph). Maximum reverse speed 1.6 mph (2.57 kmph).
Lo-Torq Drive System — Heavy-duty jackshaft and 4.1 torque reduction reduces transmission stress by 75%.
Post-Track System — Patented cast-iron Posi-Track pulleys and clogged Kevlar™ belts for constant traction, even in wet conditions
Double Idlers — Constant control forward and positive reserve. No downhill runaway. No freewheeling.

Exmark Viking and Metro

ALL MODELS
Cutter Deck Caster Wheels—Double yoke, 9 x 3 5/0-4 4-ply smooth.
Drive Wheels — Metro 32" 5-Speed. 13 x 5 00-6 4-ply Turfsaver. Metro and Viking 5-Speed: 13 x 6.50-6 4-ply Turfsaver. Viking Hydro: 16 x 6.50-8 4-ply Turfsaver.
Safety Package — Operator presence controls.
Cutter Decks — 32", 36", 48", and 52" TriVantage® decks. Continuous weld 10-gauge (.135") steel top, 7-gauge (.180") skirt.
Blade Spindles — 1 0" (25 mm) diameter mounted in cast-aluminum housings with dual greasable ball bearings.
Cutting Heightt — All models: 1 0" (2.54 cm) to 4 25" (10.8 cm) in .25" (.63 cm) increments.
Grass Collection — Optional 3-bushel grass catcher
Engine Deck — 10-gauge (.135") reinforced steel.
Fuel Tank — 5-gallon (18.9 liters).
Overall Heightt — At factory setting, 5-speed: 41.5" (105 cm), Hydro: 43" (109 cm), Metro. 43" (109 cm).
Overall Width — With deflector down: 52" models, 63" (160 cm), 48" models, 58" (147 cm); 36" models, 46" (117 cm), 32" model, 42" (107 cm).
Overall Length Viking — Tip to tip. 48"/52" 5-speed models, 72" (183 cm), 48"/52" hydro and 36" 5-speed models, 75" (190 cm); 36" hydro models, 77" (196 cm)
Overall Length Metro — Tip to tip: 48"/52" models, 75" (190 cm); 32"/36" models, 77" (196 cm).
Exmark Hydro Walk Behinds
TURF TRACER & VIKING
Hydro-Drive System — High-efficiency twin Parker/Ross wheel drive motors with 1" (2.54 cm) tapered shaft. Twin Sunstrand/Hydro Gear variable displacement pumps
Speed Control — Infinite variable speed selection.
Turf Tracer: forward from 0 to 5.3 mph (8.53 kmph), reverse from 0 to 1.8 mph (2.90 kmph). Viking: forward from 0 to 5 mph (8.04 kmph), reverse from 0 to 1.7 mph (2.74 kmph).
Steering & Travel Control — Hydro drive with squeeze lever for instant forward/reverse, left/right or zero turn Hydro Fluid — Mobil 1 15W-50 synthetic oil.
Hydro Filter — Continuous filtration of hydro oil through conveniently mounted oil filter
Drive-Wheel Release Levers — Easy access, dump valves allow unit movement without engine running.

Exmark Turf Tracer®
Drive Wheels — 16 x 6 50-8 Turfsaver; 4-ply on Hydro.
Safety Package — Operator presence controls.
Cutter Decks — Full-floating TriVantage® decks in 52" (132 cm) and 60" (152 cm).
Cutting Height — From 1.5" (3.8 cm) to 4.5" (11.5 cm) in .5" (1.27 cm) increments.
Grass Collection — Optional 3-bushel grass catcher
Engine Deck — Heavy-duty 7-gauge (.180") welded steel.
PTO — Electro-magnetic clutch.
Fuel Tank — 5-gallon (18.9 liters)
Electrical System—12-V battery with 15-amp alternator.



The Exmark Metro is

setting new standards in double-belt performance, operation and value. We challenge you to compare the Metro to any double-belt midsize on the market today. See for yourself how the Exmark advantage can be your advantage.



A cut above

- The TriVantage® deck lets you mulch, bag or discharge.
- 32", 36", 48" and 52" cutting decks—with ultra high-lift cutting blades and close trimming edge—provide an exceptional cut.
- Unique extra-deep deck, corner deflectors and high blade-tip speed increase air flow for a cleaner cut.
- Large discharge opening aids nonstop cutting, uniform clipping discharge and bagging efficiency.

Easy height-adjustment system

- Change cutting height simply and quickly by moving the axle, not the front deck. Our innovative process eliminates adjustments to the blade drive belts, belt guides, or pulley scrapers—and reduces adjustments to the drive lever and brake linkages.
- Adjust the cutting height from 1" to 4.25" in .25" increments.

Outstanding durability

- New extra-heavy-gauge handles take the stress of rugged commercial use.
- Heavy-gauge steel decks reduce noise and vibration.
- Fully-welded seams and welded-on bumper increase cutting deck life.
- Sealed blade spindle bearings extend bearing life.
- Strong double-yoke design increases caster wheel durability.
- Bolt-on drive-wheel pulleys and brake drum allow easy, low-cost maintenance.
- One-inch diameter drive axle provides increased strength.

Add-on accessories

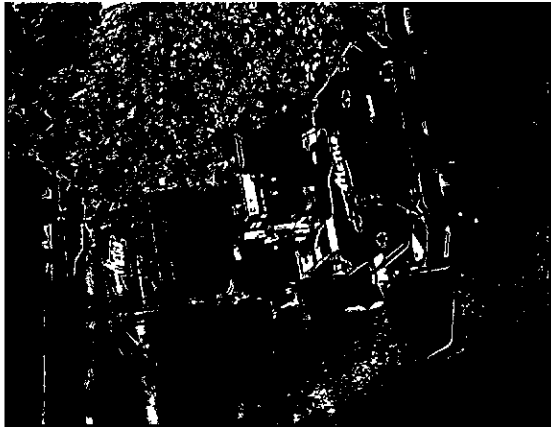
- Add the Self-Steering Sulky for riding comfort.
- Mulch clean and quick, with our Micro-Mulch™ accessory.
- Slip on the lightweight catcher.
- Attach the vacuum catcher for quick leaf and debris cleanup.
- Complete information on pages 12 and 13.

Exmark Metro model options

5-speed models

- 32", 36", 48" and 52" TriVantage® decks.
- 12.5-hp or 14-hp Kawasaki or Kohler, or 8.5-hp Briggs & Stratton or 16-hp B/S Vanguard engines.

See page 14 for complete specifications.



Step up to the
exceptional control
of the Viking walk behinds.



Proven long life

- New extra-heavy-gauge handles take the stress of rugged commercial use.
- Heavy-gauge steel decks with fully-welded seams and welded-on bumper maximize deck life.
- Sealed blade spindle bearings extend bearing life.
- New durable double-yoke design increases caster wheel assembly durability.
- Bolt-on drive-wheel pulley and brake drum for easy, low-cost maintenance.

Operator advantages

- Conveniently placed advanced operator controls improve operator efficiency and comfort.
- Easy-to-operate soft-touch drive levers reduce operator fatigue.
- Large five-gallon fuel tank increases productivity with fewer fueling stops.
- Add the Self-Steering Sulky for long-riding comfort.
- Choose from a variety of accessories. See pages 12 and 13 for details.



DISCOVER THE EXMARK ADVANTAGE

Attachments

Add even more value to your Exmark mower. These attachments can extend the lawn maintenance season and add extra profit for any lawn maintenance operation. Please see your Exmark dealer for details on availability and specifications. The following attachments are approved for use on designated Exmark units.

Vacuum Catcher (see picture, pg. 9)

The vacuum catcher attachment converts any Exmark mower into an efficient collection system. Grass clippings, leaves and other small debris are easily removed and compacted into a convenient container for easy dumping.

Rotary Broom

The rotary broom is a handy attachment that performs various jobs with ease. Snow removal, turf sweeping, pavement sweeping and leaf cleanup are just a few of the tasks that the rotary broom can tackle. Rotary brooms are available for the Exmark Turf Ranger and Turf Tracer units.



Bed Shaper

The available bed shaper attachment for use on the Exmark Explorer® is a valuable tool for any landscaper. The bed shaper creates a clean, sharp edge along flower beds, trees and sand traps. It also eliminates the time-consuming procedure of edging by hand.

Dethatcher MODEL NO. BRR781-D (see picture, pg.11)

The Exmark Dethatcher has a double row of durable spring steel dethatching tines. This attachment rakes the turf and efficiently brings thatch to the surface. The Dethatcher is available for use on the Exmark Explorer®.

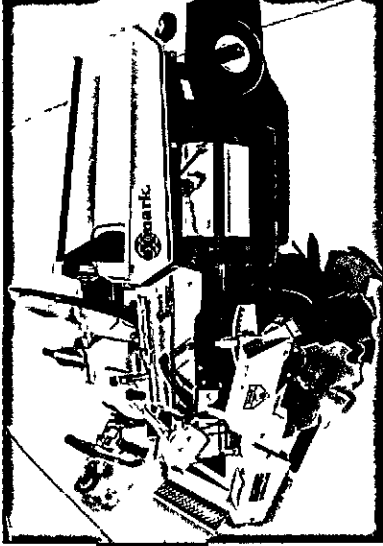
Exmark Grass Catcher MODEL NO GC-38MB
Exmark's Grass Catcher provides catching convenience with its three-bushel capacity and lightweight construction.

- Sturdily constructed of impact-resistant, woven fabric.

- Hinged grass deflector flips up for quick, slip-on catcher attachment. No tools necessary.

- Bag and high-impact base flex, preventing turf or catcher damage on uneven terrain.

- Large catcher opening for easy dumping.



ENGINE SPECIFICATIONS FOR ALL EXMARK MOWERS

Manufacturer	HP	Model	Lubrication	Oil Filter	Oil Capacity	Displacement	Starting
Briggs & Stratton	8.5 (6.3 kw)	196702	Splash	No	1.13 qt (1.2 l)	19.5 cu in (318.6 cc)	Recoil
Kawasaki	12.5 (9.25 kw)	FB-460V	Full Pressure	Yes	1.5 qt (1.4 l)	28.1 cu in (460 cc)	Recoil
Kohler	12.5 (9.25 kw)	CV 12.5T	Full Pressure	Yes	2 qt (1.9 l)	24.3 cu in (398 cc)	Recoil
Kawasaki	14 (10.36 kw)	FC-420V	Full Pressure	Yes	1.35 qt (1.3 l)	25.8 cu in (423 cc)	Recoil
Kohler	14 (10.36 kw)	CV 14T	Full Pressure	Yes	2 qt (1.9 l)	24.3 cu in (398 cc)	Recoil
B/S Vanguard	16 (11.9 kw)	303772	Full Pressure	Yes	1.75 qt (1.7 l)	29.3 cu in (480 cc)	Recoil
Kohler	18 (13.4 kw)	CV18S	Full Pressure	Yes	2 qt (1.9 l)	38 cu in (624 cc)	Electric
Kohler	20 (14.9 kw)	CH20S	Full Pressure	Yes	2 qt (1.9 l)	38 cu in (624 cc)	Electric
Kohler	22 (16.4 kw)	CV22S	Full Pressure	Yes	2 qt (1.9 l)	38 cu in (624 cc)	Electric

Accessories and

Exmark's TriVantage® deck and Micro-Mulch™ accessory



Exmark's Micro-Mulch™ accessory, lets you turn any 32", 36", 48", 52" or 60" side-discharge Exmark mower into a mulching mower.

- Bolt-in baffles turn each cutting area into an individual mulching chamber. Baffles bolt on through cutting deck.
- Bolt-on discharge cover plate keeps grass in mulching chambers. Grass deflector can remain on mower. Flips up for two-sided trimming.
- Unique angled blades, with increased cutting surface, slice clippings into a fine mulch which is blown back into the turf, recycling valuable nutrients.
- Exmark's TriVantage® deck has prepunched holes so installation, attachment and removal of the Micro-Mulch™ accessory are a snap.
- Micro-Mulch™ retro-fit kits are available for all side-discharge models. See your Exmark dealer for details.
- Model MK for use on 1993 and later Exmark mowers, model MKR for 1992 and earlier Exmark mowers.



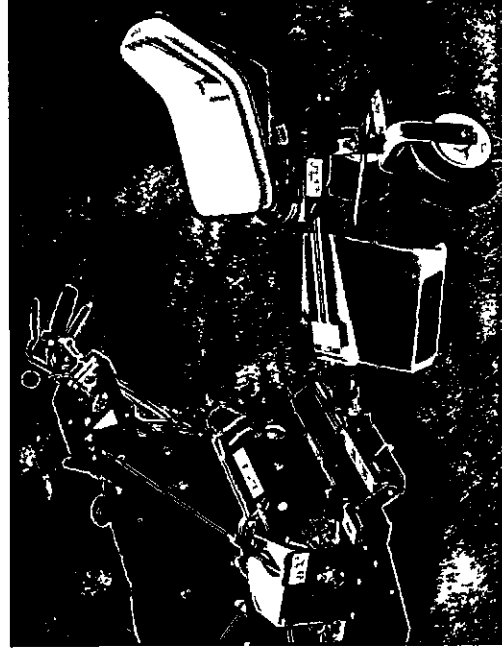
Exmark patented

Self-Steering Sulky

MODEL NO. RS-52SSW

Exmark's Self-Steering Sulky easily converts any Exmark walk behind into a high-production, low-cost rider.

- Self-Steering Sulky automatically steers itself.
- Operator controls are always within easy reach, even when turning.
- Instantaneous attachment and detachment with a single lever.
- Cushioned seat and seat spring increase operator comfort.
- Wide-wheel-base tires track directly behind mower drive wheels, leaving no extra tire tracks.
- Stability on slopes provided by low center of gravity.
- Special steering mechanism design prevents jackknifing and eliminates "whipping" action when cornering.



The Exmark Viking

5-Speed and Hydro walk behinds offer control features no double-belt mower can match.

With our exclusive drive systems, downhill runaway is eliminated. With positive reverse, backing is effortless. Add an exceptional cut and the ability to mulch, bag or discharge, and the results are professional mowers that outperform the competition.



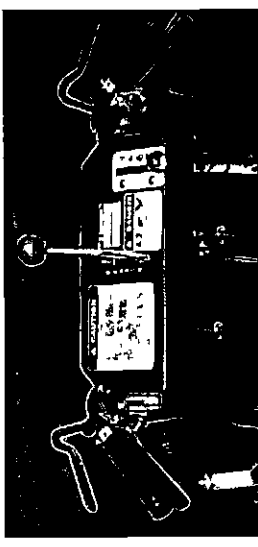
A perfect cut, every time

- TriVantage® decks let you mulch, bag or discharge.
- Unique extra-deep deck, corner deflectors, ultra high-lift cutting blades and high blade-tip speed provide an exceptional cut.
- Large discharge opening aids nonstop cutting, uniform clipping discharge and bagging efficiency.
- Quick height-adjust pins for easy cutting height adjustments.



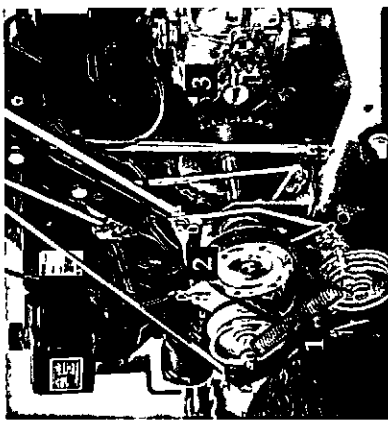
Exmark Viking Hydro

- True zero-turn maneuverability, instant forward to reverse and infinite speed control provide exceptional productivity.
- Centered controls allow right- or left-handed operation.
- The Exmark Viking Hydro incorporates the hydrostatic design and components of our proven Turf Tracer Hydro in a midsize model. (See details on page 7.)



The Exmark Viking 5-Speed

- The Viking 5-Speeds feature Exmark's constant-control drive system. Dual idlers [1] eliminate downhill runaway and freewheeling.
- Five forward speeds plus true reverse provide precise speed control and exceptional maneuverability. Padded knee shifter increases operator comfort.
- Exmark's patented Posi-Track pulley system [2] provides positive traction, even in wet conditions. Perforated wheel-drive pulleys shed water while cog belts keep pulleys clean.
- Exmark's Lo-Torq drive system [3] provides easier shifting and low-maintenance operation—reducing transmission stress by 75% with a heavy-duty jackshaft and 4:1 torque reduction.



Note: Shown without shields and guards in place for clarity. Do not operate without all shields and guards in place.

Exmark Viking model options

5-speed models

- 36", 48" and 52" TriVantage® decks.
- 12.5-hp or 14-hp Kawasaki or Kohler engines.

Hydrostatic models

- 36", 48" and 52" TriVantage® decks.
- 14-hp Kawasaki, Kohler or 16-hp B/S Vanguard engines.

See page 14 for complete specifications.

**If you can find a better
walk behind, buy it.**

Exmark **Turf Tracer®** HYDRO



Designed to perform Built to last

Configured for comfort

- 60" or 52" decks are fully-welded, heavy-gauge steel for exceptionally long life.
- Drive levers provide instantaneous direction and speed control.
- Centered speed controls allow easy right- or left-handed operation.

- Electric blade clutch provides effortless, instantaneous engagement.
- Standard hour meter helps you perform proper maintenance.
- Electric start standard on all models.
- Comfortable operator presence controls increase operator safety.
- Exmark's Self-Steering Sulky converts Exmark Turf Tracer® into a high-production, low-cost rider.



DISCOVER THE EXMARK ADVANTAGE

With true zero-turn agility, ultrasmooth dampened steering and superior hill-side traction and stability, the Exmark Explorer® masters today's challenging landscapes.



A professional cut

- 44", 52" and 60" floating decks give a picture-perfect cut even under demanding mowing conditions.
- Six antiscalp rollers on the 52" and 60" decks provide superior protection.
- Four quick height-adjust pins provide 1.5" to 4" cutting height adjustments.
- Center rear caster wheel and compact size handle tightly landscaped areas and intricate trimming with ease.
- Large floatation drive and caster tires reduce turf compaction.

Exceptional productivity

- True zero turn and precise speed control deliver time-saving productivity.
- Power efficient hydrostatic drive and oversized twin wheel motors provide responsive speed control and dependable power, even in long or wet grass.
- Extra-deep deck provides increased air flow for high-capacity mowing.
- Four counter-balance springs transfer front deck weight to drive wheels for increased traction and hillside stability.

Exmark Explorer® model options

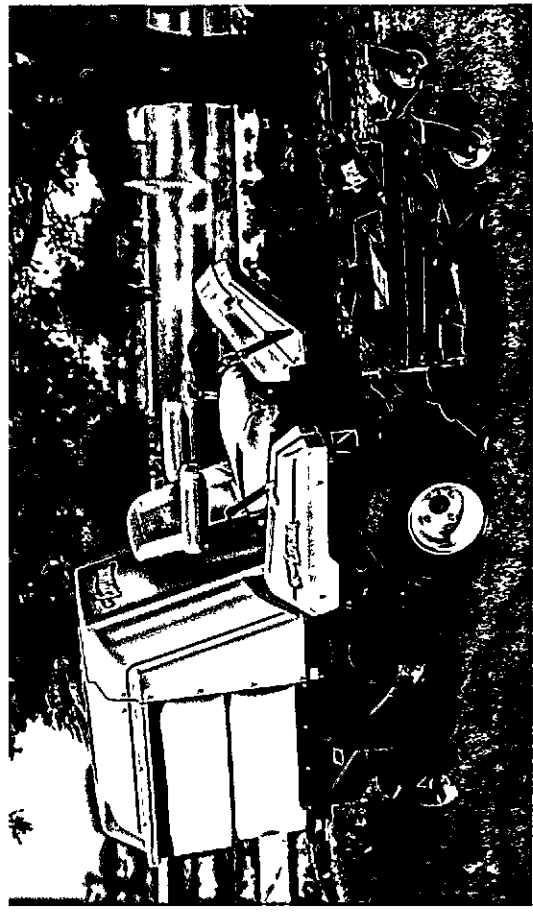
Original Explorer

- 44" or 52" rear-discharge decks.
- 52" or 60" side-discharge decks.

Explorer II

- 52" or 60" side discharge decks.
- 20-hp Kohler Command OHV engines for all Explorers.

See page 15 for complete specifications.



Exmark Explorer® II The mulching TriVantage®

- With its 52" or 60" side-discharge TriVantage® deck, this Explorer can discharge, bag or mulch with Exmark's Micro-Mulch™ accessory. Details on page 12.
- The rear utility box can hold up to 200 pounds of cargo.

The original Exmark Explorer® Grass catching excellence

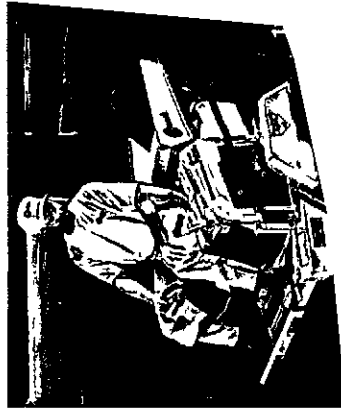
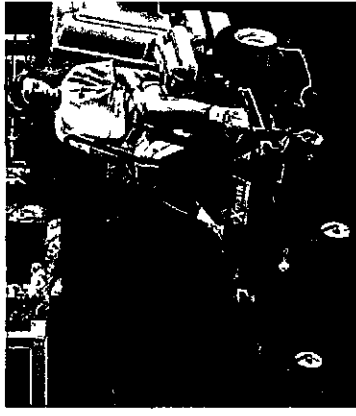
- Center-discharge deck and fully-dedicated grass catching system picks up grass, leaves and debris, even in demanding, wet conditions.
- Standard rear-discharge decks provide time-saving, two-sided trimming.
- 52" and 60" TriVantage® side-discharge decks can be attached for jobs not requiring bagging.
- 10" grass blower provides nonstop clipping transfer.
- Two, extra-large, three-bushel catcher tubs for one-step clipping handling.
- Fill-View window lets you monitor clipping accumulation.

Accessories expand versatility

Use the Exmark Explorers® as multipurpose landscaping tools.

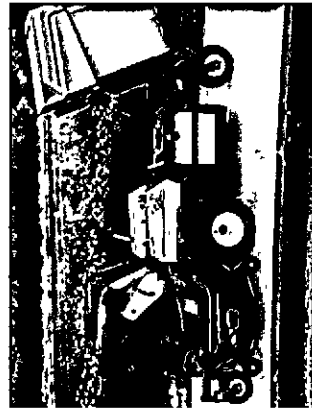
- Exmark's dethatcher, with a double row of spring steel dethatching tines, rakes the turf, bringing thatch to the surface.
- An available bed shaper is ideal for edging and shaping planting beds.
- The vacuum catcher cleans up debris.

More information on pages 12 and 13.



**Versatility, agility and
an exceptional cut
set this compact rider
above the competition.**

Exmark **EXPLORER®**



Commercial durability and easy maintenance

- Components are fully accessible under the deck, seat, catcher and utility box.
- Heavy-duty steel deck and strong tubular frame ensure years of rugged use.
- High-impact plastic fenders and buckets stand up to the toughest use and abuse. Rollers on the rear frame provide additional protection.
- Motion control damper smooths operation and reduces pressure in the hydrostatic transmission, further extending transmission life.

Comfort, safety and ease of operation

- Height adjustable twin steering levers and conveniently placed controls maximize operator comfort and ease of use.
- Dampened hydrostatic system provides ultrasmooth control.
- Wide-track stability and low center of gravity provide a safe, comfortable ride and enhance hillside operation.
- Operator presence controls prevent deck and drive-wheel operation when operator is off the mower.
- Optional fold-up armrests.
- Comfortable cushioned seat is adjustable both fore and aft.

The Exmark Turf Tracer® Hydro is unmatched in today's commercial market. The Turf Tracer's floating deck delivers cutting perfection, while precision engineering and heavy-duty construction provide superior durability and productivity. Plus, with our standard TriVantage® decks and optional mulching accessory, the Turf Tracer Hydro can become a mulching mower.



Floating deck cutting perfection

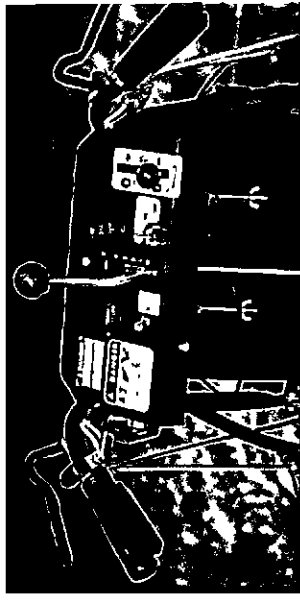
- Four-point floating cutting deck traces turf contours for an exceptional cut on even the most demanding terrain.
- Six antiscalp rollers provide superior antiscalping protection.
- Extra-deep 5" deck, optimum blade-tip speed, high-horsepower engines, and cutting deck air-flow control baffles for high-capacity mowing and uniform discharge even in long or wet grass.
- Four, quick height-adjust pins provide level cutting height from 1.5" to 4.5".

Additional standard features

- New extra-heavy-gauge handles take the stress of rugged commercial use.
- Balanced cutting deck provides excellent trimming capability.
- Top-lubrication blade spindles make for easy maintenance.
- Large capacity five-gallon fuel tank.
- Large floatation tires and casters.

Exmark Turf Tracer® Hydro

- Incredibly smooth, with zero-turn maneuverability, instant forward to reverse and infinite speed control.
- Centered speed control allows right- or left-handed operation.
- Hydro-drive provides positive traction performance.
- High-efficiency wheel motors and pumps don't rob power from the blades, even in demanding conditions.
- Easy threaded adjustments. No complicated cams.
- Oil reservoir location keeps heat away from operator.
- Mobil 1 synthetic hydraulic oil provides superior lubrication for longer life.



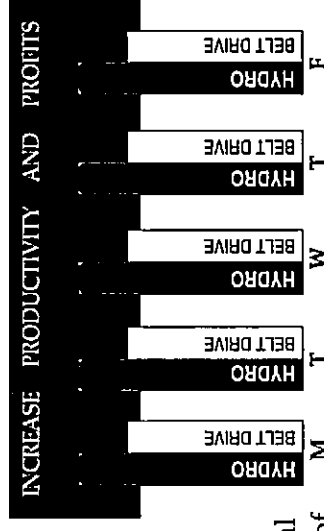
Get an "extra day" of mowing from every week and have the profits to prove it.

With a midsize hydro walk behind, you will mow at least 20% more acres per day than you would with a comparable belt-drive unit — that gives you six day's profits from five day's work.

For all the details, ask your local Exmark dealer for a free copy of "Straight Talk on How a Midsize Hydro Mower Can Make You More Money." This brochure shows the dramatic impact increased hydro productivity and profitability will have on your annual earnings.

Exmark Turf Tracer® model options

- 52" and 60" TriVantage® decks.
 - 18-hp or 22-hp Kohler Command engines.
- See pages 14 and 15 for complete specifications. Add on a variety of accessories. See pages 12 and 13 for details.



**This full-feature, full-size rider
outperforms the
competition.**

Exmark
Turf
RANGER®



Hard - working options

- Turn any Turf Ranger into a mulcher.
- Three-bushel grass catcher.
- An available rotary broom attachment (left) sweeps dirt, debris or light snow-fall from paved surfaces.
- The vacuum catcher (right) provides quick leaf and debris cleanup.
- Fold-up armrests.

More information on pages 12 and 13.

What sets this rugged rider apart from the competition?

A see-it-to-believe-it cut, the option to mulch, smooth-as-silk handling—and a proven track record of performance, durability and reliability.

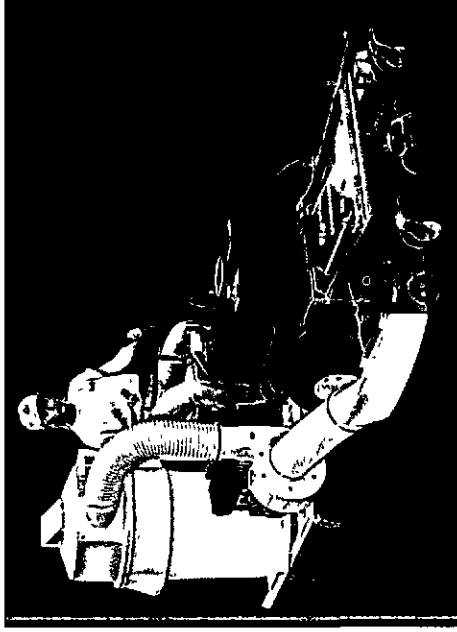


Superb results

- 60" or 52" floating deck, with six antiscalp rollers, follows turf contours for a smooth, professional cut on even the toughest terrain.
- Out-front deck design reduces trim time and increases productivity.
- Extra-deep cutting deck, air-flow control baffles and vacuum-lip design improve grass flow for an even cut and uniform discharge, even in long or wet grass.
- Four quick height-adjust pins provide easy cutting height adjustments from 1.5" to 4.5" in .5" increments.

Hydrostatic control

- Hydrostatic drive provides infinite, precise speed control.
- Forward and reverse controlled with a single foot pedal.
- Dampened motion control and responsive steering linkage provides smooth-as-silk handling.



Designed for long life

- Trans-Guard motion control override protects transmission by reducing peak loads by more than 30% and smoothes transmission operation.
- Hydrostatic drive protected by Exmark's high-capacity air-cooling system for trouble-free long life.
- Heavy 7-gauge steel engine deck reduces flexing for proper axle alignment and longer transmission life.
- Tapered axle and hub provide positive hub-to-axle attachment.

Maximum comfort and safety

- Unified console for fingertip control.
- High-backed spring-cushioned adjustable seat provides long-riding comfort.
- Wide-track drive axle provides excellent stability on hills and positive seat-type OPC system increases operator safety with its built-in time delay.

Additional standard features

- One-touch deck lift system simplifies loading, curb climbing and maintenance.
- Top-lubrication blade spindles.
- High-capacity five-gallon fuel tank.
- Electric blade clutch provides effortless, instantaneous engagement.
- Standard hour meter.
- Oil reservoir sight gauge for easy oil level checks.
- Roller-chain steering linkage for trouble-free long life.
- Large floatation tires and casters.

Exmark Turf Ranger® model options

- 52" or 60" TriVantage® decks.
- 18-hp or 22-hp Kohler Command engines.

See page 15 for complete specifications.

