

#### § 354.4

#### 7 CFR Ch. III (1–1–03 Edition)

and the destruction or reexportation of the solid wood packing material.

(Approved by the Office of Management and Budget under control numbers 1515–0062, 0579–0094, or 0579–0052)

[56 FR 14844, Apr. 12, 1991, as amended at 57 FR 769, 770, Jan. 9, 1992; 57 FR 62472, 62473, Dec. 31, 1992; 58 FR 14307, Mar. 17, 1993; 58 FR 38270, July 16, 1993; 61 FR 2664, Jan. 29, 1996; 61 FR 15371, Apr. 8, 1996; 62 FR 39754, July 24, 1997; 63 FR 50111, Sept. 18, 1998; 64 FR 62096, Nov. 16, 1999; 66 FR 21060, Apr. 27, 2001; 67 FR 56218, Sept. 3, 2002]

#### § 354.4 User fees for certain domestic services.

(a) *Individual agreements for inspection services at ports of entry.* (1) Operators and owners of vessels or aircraft, or their agents, may enter into agreements with APHIS to receive, at points of entry in the United States inspection services in addition to the regular or on-call services available in connection with such vessels or aircraft.

(2) Agreements may be made to cover the following types of services:

(i) Opening and operating a new inspection station at a port of entry; and

(ii) Providing one-time or occasional inspection services at a location where APHIS does not normally provide such services.

(3) Owners and operators of vessels or aircraft, or their agents, must contact the Regional Director, USDA, APHIS, Plant Protection and Quarantine,<sup>5</sup> for the State where they want APHIS to provide services, to make an agreement.

(4) All agreements must include the following:

(i) Name, mailing address, and telephone number of the operator or owner of the vessel or aircraft, or, if applicable, the operator's or owner's agent;

(ii) Explanation of inspection services to be provided;

(iii) Date(s) and time(s) inspection services will be provided;

(iv) Location (street address, port of entry, berth, dock, gate, etc.) and if applicable, identity (identification number, name, etc.) of vessel or aircraft or other thing to be inspected;

(v) An estimate of the actual cost, as calculated by APHIS, to provide the described inspection services for 6 months;

(vi) A statement that APHIS agrees to provide the described inspection services;

(vii) A statement that the owner or operator of the vessel or aircraft, or if appropriate, his or her agent, agrees to pay, at the time the agreement is entered into, a user fee equal to the estimated cost of providing the described inspection services for 6 months;

(viii) A statement that APHIS will credit an amount equal to all user fees received for services provided at the location to the owner or operator's account, until the total amount of user fees credited to the account is equal to the amount of money paid into the account by the owner or operator of the vessel or aircraft, or if appropriate, his or her agent, at the time the agreement was entered into; and

(ix) A statement that the owner or operator of the vessel or aircraft, or if appropriate, his or her agent, agrees to maintain a balance in the user fee payment account equal to the cost of providing the services described for 6 months, as calculated monthly by APHIS.

(5) APHIS will enter into an agreement only if qualified personnel can be made available to provide the services to be provided.

(6) An agreement can be terminated by either party on 30 days written notice.

(7) If, at the time an agreement is terminated, any unobligated funds remain in the user fee account, APHIS will return them to the owner or operator, or his or her agent.

[57 FR 770, Jan. 9, 1992, as amended at 57 FR 14475, Apr. 21, 1992; 58 FR 38269, July 16, 1993; 59 FR 67611, Dec. 30, 1994]

#### § 354.5 Penalties for nonpayment or late payment of user fees.

(a) If a person requesting a service for which an APHIS user fee is payable, is delinquent in paying any APHIS user

<sup>5</sup>A list of the Regional Directors, USDA, APHIS, Plant Protection and Quarantine and the States for which they are responsible, may be obtained from the Animal and Plant Health Inspection Service, Plant Protection and Quarantine, Operational Support—Director's Office, 4700 River Road, Unit 131, Riverdale, Maryland 20737–1236.