

FSA
HANDBOOK

Warehouses Operating Under the
Sugar Storage Agreement

For Warehouse Operators

SHORT REFERENCE

1-WO Sugar

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency
Washington, DC 20250

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**Warehouses Operating Under the Sugar
Storage Agreement
1-WO Sugar**

Amendment 1

Approved by: Deputy Administrator, Commodity Operations



Amendment Transmittal

A Reason for Issuance

This handbook provides:

- policy and procedures for initial and continued approval of warehouses operating under CCC SSA
- proper form usage.

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1	Reports, Forms, Abbreviations, and Redelegations of Authority	
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Part 1 Basic Provisions

1 General Information

A Purpose and Scope

This handbook is intended to communicate to warehouse operators the procedures and expectations of CCC for warehouses operating under SSA (CCC-28)

SSA means an agreement, containing terms and conditions for storage and handling of CCC-interest sugar, executed by a CCC contracting officer and the warehouse entity when a warehouse is approved.

The warehouse examiners representing USDA make original examinations of warehouses requesting approval and also conduct periodic examinations of warehouses approved by SSA. These examinations verify that the provisions of SSA are being followed.

Warehouse examinations do **not** relieve the warehouse operator of any responsibility under SSA.

See Exhibit 5 for SSA (CCC-28).

Note: Instructions contained in this handbook do **not** alter, modify, or otherwise supersede the terms and conditions of SSA.

B Handbook Amendments

DACO will make available all new, revised, or amended handbooks. Amendment transmittals shall include:

- explanation of the reason for the issuance, revision, or amendment;
- identification of obsolete material;
- page control chart.

C Accessing Forms

Blank forms can be accessed at the USDA Service Center eForms web site at <http://forms.sc.egov.usda.gov/eForms/welcomeAction.do?Home>. New forms are continually being made available. Check often for updates to the eForms web site. Forms available on eForms are provided in Adobe Portable Document Format (PDF).

2 **Organizational Structure**

A FSA Organizational Structure

FSA is an agency of USDA that administers programs through the corporate entity of CCC, as authorized by law. Sugar programs are administered by DACO and FSA State and County Offices.

B Washington, DC, Office

DACO, in Washington, DC, establishes policy and procedures applicable to warehouses under SSA.

C Kansas City Offices

DACO, KCCO determines whether a warehouse operation meets the terms and conditions of SSA.

D OBF

OBF provides financial management services for KCCO and/or CCC. These services include SSA payments, loading order settlements, and claims-related activity.

E Correspondence

The following table identifies how correspondence **must** be addressed. Reference this table, and the list of key personnel provided in subparagraph F, to address all correspondence.

IF mail is...	THEN address to...	AND indicate...
<ul style="list-style-type: none"> • certified • regular 	Attention: <i>[as applicable]</i> USDA, FSA BEACON FACILITY MAIL STOP <i>[4-digits]</i> PO BOX 419205 KANSAS CITY MO 64141-6205	<ul style="list-style-type: none"> • Attention Example: KCCO, WLED, SCB • Mail Stop according to subparagraph F.
<ul style="list-style-type: none"> • express • overnight • UPS • other 	Attention: <i>[as applicable]</i> USDA, FSA BEACON FACILITY MAIL STOP <i>[4-digits]</i> 9240 TROOST AVE KANSAS CITY MO 64131-3055 Telephone: <i>[as applicable]</i>	<ul style="list-style-type: none"> • Attention Example: OBF, ICPO, PMO • Mail Stop and telephone number according to subparagraph F.

2 Organizational Structure (Continued)

F Key Personnel List

The following table provides key personnel of DACO and OBF.

Office	Mail Stop	Telephone Number	FAX Number
DACO			
Washington, DC			
Director	0553	202-720-2121	202-690-3123
Program Manager		202-690-2434	
KCCO			
Director	8698	816-926-6301	816-823-4034
Deputy Director		816-926-1432	
WLED	9148	816-926-6843	816-926-1774
Examination Branch		816-926-6582	
Licensing Branch		816-926-6474	
SCB	8748	816-926-6446	816-926-1426
Contract Reconciliation Division	8758	816-926-6325	816-823-1805
Financial Review Branch		816-823-1134	
OBF			
Director, FSC	8538	816-926-3250	816-823-1181
Internal Control and Planning Office	8548	816-926-6022	816-823-1458
Payment Management Office	8588	816-926-6772	816-926-6347

3 General Responsibilities

A Warehouse Operator Responsibilities

SSA warehouse operators **must**:

- be knowledgeable and have an understanding of the following:
 - the terms and conditions in SSA and the documents incorporated by reference
 - this handbook
 - communicate with the CCC contracting officer about any question or item of concern not covered in this handbook
 - store CCC-interest sugar **only** in:
 - approved storage space
 - warehouse or warehouses listed on CCC-25-1 and as directed by KCCO
 - according to good commercial practices
 - bags or bulk on a commingled basis according to SSA
 - **not** store sugar in a basement unless the basement is approved under SSA
 - maintain the warehouse in a sound, clean condition and take all reasonable steps to keep it free of insects, rodents, birds, and other conditions that may adversely affect the condition of the sugar
 - take all reasonable steps to promptly detect any deterioration, insect infestation, rodent damage, mold, clumping, or any other condition that may adversely affect the condition of the sugar
 - have supervisory personnel and employees at the warehouse during regular business hours
- Note:** KCCO directs its shipping instructions, inspections, telephone inquiries, etc., to warehouse operators during regular business hours, and personnel **must** be available for response.
- make every effort to adhere to schedules when unloading and loading appointments are required

3 General Responsibilities (Continued)

A Warehouse Operator Responsibilities (Continued)

- **not** unduly delay loading or unloading when the warehouse operates on a first-come, first-served basis
- be liable for loss and/or damage to CCC-interest sugar according to SSA
- have certain warehousing responsibilities and obligations, including but **not** limited to, the following:
 - maintain records and furnish reports when requested by CCC-authorized representatives
 - allow inspections/audits of warehouse equipment, stored stocks, and all records by CCC-authorized representatives
 - maintain a stock of sugar of the same quantity, quality, and grade as deposited in the warehouse

Note: The sugar **must** be representative of the quality the warehouse operator is obligated to deliver to all the depositors of sugar stored in the warehouse, or as required by a certifying Agency. See paragraph 12.

- take the necessary steps to maintain the condition of the sugar in-store

Note: If the warehouse operator cannot prevent the deterioration of the sugar after corrective measures have been exhausted, the warehouse operator **must** immediately telephone KCCO, WLED, SCB at 816-926-6446.

- notify KCCO, WLED, SCB, **in writing** according to subparagraph 2 E, as soon as possible about changes in warehouse operations, such as the following:
 - operating or controlling entity
 - location or code mergers
 - storage capacity additions or deletions
 - address, ZIP Code, telephone, and/or FAX number
 - requests for termination

3 General Responsibilities (Continued)

A Warehouse Operator Responsibilities (Continued)

- maintain current and complete records of all sugar stored, handled, or under control of the warehouse operator
- provide KCCO, on request, confirmation of audited inventory balances of stored CCC-interest sugar
- provide a current financial statement to KCCO, as required
- have a security plan that includes measures to protect the sugar handled and stored under SSA
- conduct a facility vulnerability assessment and establish procedures, as required in SSA
- be responsible for payment of fees, as required in SSA
- provide:
 - this handbook, as necessary, to employees
 - instructions to employees about the care and handling of sugar stored under SSA
 - instructions to employees about the business practices and communications necessary between KCCO and the warehouse operator.

3 General Responsibilities (Continued)

B Net Worth and Financial Statements

Warehouse operators **must** meet the requirements established by CCC for net worth and working capital, as established in SSA.

Financial statement responsibilities are specified in SSA.

Note: Financial statements must be submitted to KCCO, Contract Reconciliation Division, Financial Review Branch within 90 calendar days after the close of the warehouse operator's fiscal or calendar year, according to SSA.

C Financial Protection

Warehouse operator may be required to furnish bonds, letters of credit, or other financial protection as determined by CCC.

D Insurance

Warehouse operators are **not** obligated to insure CCC-interest sugar. If the warehouse operator insures CCC-interest sugar, then such insurance will inure to the benefit of CCC.

4-10 (Reserved)

Part 2 Storing and Receiving Sugar Subject to SSA

11 SSA Applicability

A Sugar Subject to SSA

Sugar delivered by producers for storage or handling is subject to SSA if:

- pledged as collateral for a warehouse-stored price support loan
- delivered to satisfy a farm-stored loan under a price support program
- stored in the warehouse and forfeited under the Price Support program.

B Provision Applicability

SSA provisions apply:

- while the sugar is in storage
- when sugar is ordered to be loaded out by CCC, until the sugar is loaded into the transportation conveyance and accepted by the carrier
- until the sugar is released to either of the following:
 - warehouse operator in-store at the warehouse
 - a third party.

SSA settlement provisions apply until final settlement is made for sugar loaded out.

12 **Storing Raw and Refined Sugar**

A Commingling

Warehouse operators may commingle CCC-interest sugar on the basis of the same quality and grade.

B Commodity Quality Protection

Warehouse operators **must**:

- **not** store sugar near odorous materials, such as detergents, perfumed products, rubber tires, kerosene, or volatile chemicals
- ensure that storage facilities are clean and free of toxic materials, such as insecticide residues that can migrate into bagged sugar
- maintain facilities to prevent entry of outside water, condensation, and subsurface water
- store sugar according to good commercial practices.

13 CCC-Interest Sugar Storage Locations

A Forwarding CCC-Interest Sugar

Warehouse operators may hold CCC-interest sugar in-store at other locations according to Federal and State statutes. CCC may allow forwarding when CCC determines forwarding is in its best interest.

To request forwarding approval, warehouse operators **must**:

- provide in writing to KCCO:
 - reason forwarding is being requested
 - total quantity to be moved
 - length of time forwarding is requested
 - name and location of the warehouse where the sugar will be stored

Note: The storing warehouse **must** be approved under SSA on CCC-25-1.

- obtain written permission from KCCO **before** forwarding CCC-interest sugar.

B Approval to Forward

If CCC grants the warehouse operator permission to forward CCC-interest sugar, in writing, the warehouse operator **must**:

- obtain non-negotiable receipts from the receiving warehouse for the forwarded sugar
- provide delivery of sugar to the warehouse where the sugar was first deposited

Note: CCC will **not** bear any part of handling, storage, or transportation costs.

- provide a daily position record that contains a column showing the stored sugar located in a forwarded position.

Before moving producer-owned loan sugar, the warehouse operator **must** obtain written permission from the producer who owns the sugar.

14 Redeeming Warehouse-Stored Sugar Under Loan

A Repaying Warehouse-Stored Loans

Producers may:

- repay a warehouse-stored loan in-full or in-part **before** CCC acquires the sugar
- authorize a buyer or warehouse operator to repay the loan.

B Warehouse Operator Responsibility

If the warehouse operator has been authorized to repay the loan, the warehouse operator **must** contact the FSA County Office for instructions to redeem the sugar.

15 Warehouse Receipts

A KC-227 or KC-227-A Instead of Warehouse Receipts

When sugar is placed under loan, forfeited, or purchased, KC-227 (subparagraph C) or KC-227-A (subparagraph D) should be used instead of warehouse receipts.

B General Requirements

The processor **must** submit KC-227 or KC-227-A that meets the following guidelines.

- **All KC-227's or KC-227-A's must:**
 - represent eligible sugar actually stored in the CCC-approved warehouse
 - be issued to the eligible processor or CCC, as applicable
 - show ownership, if sugar is owned by the processor solely, jointly, or in common with others.
- KC-227 **must** be used for raw sugar.
- KC-227-A **must** be used for refined sugar.
- **All KC-227's or KC-227-A's must** include all of the following:
 - type of sugar
 - name and location of storing warehouse
 - CCC-assigned warehouse code
 - date issued
 - crop year
 - whether sugar was received by rail, truck, barge, or cart
 - signature of the warehouse operator or authorized agent
 - total net pounds (actual weight)
 - control number assigned by the warehouse operator.

Notes: Zeros **must** be entered when in or out charges have not been prepaid.

For in-process loans, KC-227's or KC-227-A's **must** be submitted when sugar is converted, as applicable.

15 Warehouse Receipts (Continued)

B General Requirements (Continued)

- KC-227's **must** include the following:
 - total net pounds
 - polarity
 - ash
 - color
 - grain size
 - percent moisture.

- KC-227-A's **must** include applicable quality factors, including gross weight and number of units, if bagged.

15 Warehouse Receipts (Continued)

C Example of KC-227

The following is an example of KC-227.

KC-227 (10-25-13)		U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency RAW SUGAR CERTIFICATION REPORT				FOR CCC USE ONLY	
3. NAME AND LOCATION OF RECEIVING WAREHOUSE					1. LOAN APPLICATION DATE (MM-DD-YYYY)		
					2. LOAN NUMBER		
4. WAREHOUSE CODE	5. COMMODITY	6. RECEIVED BY		7. CROP YEAR	8. CONTROL NUMBER		
	RAW CANE SUGAR	<input type="checkbox"/> TRUCK <input type="checkbox"/> RAIL <input type="checkbox"/> BARGE <input type="checkbox"/> CART <input type="checkbox"/> IN STORE					
					9. DATE ISSUED (MM-DD-YYYY)		
10. QUANTITY AND QUALITY	A. TOTAL NET POUNDS	B. POLARIZATION	C. ASH	D. COLOR (Units):	E. GRAIN SIZE	F. % MOISTURE	
				<input type="checkbox"/> Affined <input type="checkbox"/> Whole			
11. CERTIFICATION AND SIGNATURE							
I certify that the raw sugar described on this report is raw sugar:							
<ul style="list-style-type: none"> in which title is vested in CCC, or placed in storage by someone other than CCC and pledged to CCC as security for a CCC loan, and which will be safely stored so that raw sugar equivalent to the quantity and quality stated in Item 10 of this KC-227 may be delivered, upon demand, to the owner of such raw sugar, CCC, or to another person (transferee). 							
This form must be signed by an authorized individual; i.e., corporate officer, partner or proprietor. A manager cannot sign unless authorized by a Resolution of the Board of Directors or Power of Attorney furnished by a partner or proprietor.							
A. WAREHOUSE OPERATOR'S SIGNATURE				B. DATE (MM-DD-YYYY)			
PRIVACY ACT AND PUBLIC BURDEN STATEMENTS							
The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1423, 7 CFR Part 1435, and the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.). The information will be used to record raw sugar received into the warehouse for storage of CCC-interest sugar. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits.							
The authority for collecting the following information is Public Law 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.							
The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPROPRIATE FARM SERVICE AGENCY COUNTY OFFICE OR SERVICE CENTER.							
NONDISCRIMINATION STATEMENT							
The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).							
If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html , or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov . USDA is an equal opportunity provider and employer.							

15 Warehouse Receipts (Continued)

D Example of KC-227-A

The following is an example of KC-227-A.

KC-227-A (10-25-13)		U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency			REFINED SUGAR CERTIFICATION REPORT			FOR CCC USE ONLY			
3. NAME AND LOCATION OF RECEIVING WAREHOUSE							1. LOAN APPLICATION DATE		2. LOAN NUMBER		
4. WAREHOUSE CODE		5. COMMODITY <input type="checkbox"/> CANE <input type="checkbox"/> BEET		6. RECEIVED BY <input type="checkbox"/> TRUCK <input type="checkbox"/> RAIL <input type="checkbox"/> BARGE <input type="checkbox"/> IN STORE		7. CROP YEAR		8. CONTROL NUMBER			
10. QUANTITY		A. TOTAL NET POUNDS		B. GROSS WEIGHT		C. NUMBER OF UNITS		D. NUMBER OF UNITS DAMAGED SHORT OVER			
11. QUALITY		Refined sugar must be dry and free flowing; free of excessive sediment; and free of any objectionable color, flavor, odor, or other characteristic which would impair its merchantability or which would impair or prevent its use for normal commercial purposes.									
12. CERTIFICATION AND SIGNATURE											
<p><i>I certify that the refined sugar described on this report is refined sugar:</i></p> <ul style="list-style-type: none"> <i>in which title is vested in CCC, or placed in storage by someone other than CCC and pledged to CCC as security for a CCC loan, and</i> <i>which will be safely stored so that refined sugar equivalent to the quantity and quality stated in Item 10 and 11 of this KC-227-A may be delivered, upon demand, to the owner of such refined sugar, CCC, or to another person (transferee).</i> <p><i>This form must be signed by an authorized individual, i.e., corporate officer, partner or proprietor. A manager cannot sign unless authorized by a resolution of the Board of Directors or Power of Attorney furnished by a partner or proprietor.</i></p>											
A. WAREHOUSE OPERATOR-S SIGNATURE							B. DATE				
PRIVACY ACT AND PUBLIC BURDEN STATEMENTS											
<p>The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1423, 7 CFR Part 1435, and the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.). The information will be used to record refined sugar received into the warehouse for storage of CCC-interest sugar. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits.</p> <p>The authority for collecting the following information is Public Law 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p> <p>The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE APPROPRIATE FARM SERVICE AGENCY COUNTY OFFICE OR SERVICE CENTER.</p>											
NONDISCRIMINATION STATEMENT											
<p>The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)</p> <p>If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or e-mail at program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).</p>											

16-30 (Reserved)

Part 3 Price Support Sugar

31 Deliveries for Handling Only – Immediate Shipment

A General Instructions

KCCO will issue shipping instructions on CCC-156, to the handling warehouse operator. CCC-156 is issued when KCCO receives information from FSA State and County Offices that storage space is not available within the normal delivery area of the processor.

B Warehouse Operator Responsibilities

A warehouse operator **must not**:

- accept sugar for handling before CCC-156 has been received from KCCO
- ship CCC-interest sugar on CCC-156 before the delivery of the sugar from a processor.

A warehouse operator **must** handle a processor's sugar on a commingled basis.

The handling warehouse operator **must**:

- obtain an official sugar inspection and analysis on receipt of sugar from a processor, when requested by the processor or directed, **in writing**, by CCC
- immediately notify the local FSA County Office and KCCO, WLED, SCB, if it is determined that the sugar is of low quality

Note: FSA County Offices may initiate a local sale of low quality sugar in the processing facility.

- invoice OBF, for receiving, load out, and inspection charges for the sugar handled.

C CCC-156 Quantity

Loan program policies allow producers to redeem sugar through the loan maturity date. Therefore, the quantity of sugar to be handled that is shown on CCC-156 is **only** an estimate.

The estimated quantity on a **handling only** CCC-156 does **not** obligate CCC in any way. CCC does **not** guarantee that any sugar will be delivered, nor does it guarantee revenues to the consignee.

32 Storing CCC-Interest Sugar

A Sugar Pledged as Loan Collateral

Current policy governing the sugar loan program does:

- **not** provide for either of the following:
 - physically moving sugar under loan to a different warehouse through reconcentration or transfer
 - replacing sugar that is under loan with sugar in a different location through a substitution paper transaction.
- provide that sugar can be moved under all of the following conditions:
 - loan is repaid at principal plus interest
 - sugar is moved to a new warehouse that has SSA.
 - sugar is repledged as loan collateral

Note: The maturity date for the repledged sugar loan **must** be the same as the maturity date for the original note and security agreement.

Anyone wanting to move sugar according to this subparagraph should contact the FSA County Office that disbursed the original loan.

Notes: Sugar that was not previously under loan with CCC is not eligible to be repledged.

All repledged sugar loans mature no later than September 30.

B Loan Sugar Forfeited

CCC will take title to unredeemed sugar on the day following the loan maturity date if a producer does not repay a warehouse-stored loan before maturity. CCC will prepare a loan forfeiture invoice according to paragraph 62.

C Responsibility for Sugar Condition

The warehouse operator **must** take **all** necessary steps to maintain the quality and condition of all stored sugar as would a reasonably prudent owner. If the warehouse operator has taken all necessary steps to maintain the sugar and deterioration cannot be prevented, the warehouse operator **must** immediately notify KCCO, WLED, SCB by telephone at 816-926-6446, and then, **in writing**, according to subparagraph 2 E.

See CCC-28, Part 3 (Exhibit 5) for a complete explanation of the warehouse operator's responsibilities.

32 Storing CCC-Interest Sugar (Continued)**D Additional Contract Terms**

Any services requested by KCCO that go beyond SSA terms, such as extended sugar storage, will generally be voluntary on the part of the warehouse operator. The terms of these services **must** be covered by supplements to SSA or by separate contracts.

33 Transportation Information**A General Transportation Instructions**

The warehouse **must** observe the carrier's lawful tariffs and loading and unloading requirements as provided in SSA Part 3 L. CCC will negotiate with rail carriers, truckers, barge lines, and/or warehouse operators concerning the movement of sugar.

Prepayment of freight will be allowed **only** when authorized, **in writing**, by CCC.

B Warehouse Operator Responsibilities

The warehouse operator **must** indemnify CCC on outbound shipments against:

- excess freight charges that result from any deviation from loading order instructions on CCC-156 or written instructions issued by CCC to the warehouse operator
- minimum weight penalties, detention, and demurrage charges

Exception: Charges that are incurred because of circumstances beyond the warehouse operator's control.

- all switching charges, inbound or outbound, that can be recovered and/or are absorbed by the carrier.

34-50 (Reserved)

Part 4 CCC-Interest Sugar Loadouts and Settlements

51 Loading Orders and Shipping Instructions

A Loadout Requirement

CCC-interest sugar must **not** be shipped before receiving CCC-156 or written instructions from CCC.

B CCC-156's

CCC-156's specify the following:

- type of loading order, commodity, quantity, and quality of sugar to be shipped
- instructions to load and ship, if applicable
- warehouse receipts, KC-277's (subparagraph 15 C), or KC-277-A's (subparagraph 15 D) surrendered.

Storage start date of the balance warehouse receipt will be the day following the stop storage date indicated on CCC-156 or the day following the date through which storage has been paid.

Note: Send the balance warehouse receipt to OBF to the address provided in subparagraph 2 E.

C Contract Wire Releases

When a warehouse operator receives a Contract Wire Release, generally sent by FAX, the warehouse operator **must**:

- deliver the sugar according to instructions issued by KCCO
- follow the applicable program requirements for the settlement of quality and quantity

Note: The settlement of third party sales will be between the warehouse operator and the buyer, unless otherwise specified by KCCO.

- be paid storage through the date title is transferred, or through the date specified by the Contract Wire Release or other documents.

51 Loading Orders and Shipping Instructions (Continued)**D Loadout Requirements**

Load out the sugar designated to be shipped as indicated on the loading order according to SSA Part 3 F. The warehouse operator is responsible to loadout sugar as directed by CCC.

If for any reason sugar shipments cannot be made as instructed, promptly notify KCCO as soon as it is apparent that the shipping schedule cannot be met.

If delays were caused by reasons beyond the control and without fault of the warehouse operator, the warehouse operator shall promptly furnish evidence to KCCO, of the causes that resulted in late shipment.

Failure of the warehouse operator to ship according to instructions will cause serious and substantial damage to CCC because of its urgent need for prompt delivery.

If a warehouse operator does **not** agree with the loading order requirements and/or provisions, the warehouse operator **must** immediately notify KCCO.

The warehouse operator **must** ship the sugar from the same warehouse location that issued the warehouse receipts that are surrendered on a loading order. Warehouse operators that ship from merged codes must refer to special instructions issued on a loading order.

The warehouse operator may be required to pay liquidated damages, at the rate of \$0.10 per 100 pound per day, to CCC, in addition to loss of daily storage payment.

The weighted average quality factors of the warehouse receipts listed on the loading order are shown on CCC-156.

E Requests Storage Stop Date Extension

Warehouse operators needing an extension must submit storage stop date extension requests to KCCO.

All requests **must** be submitted, **in writing** to the address provided in subparagraph 2 E, **within 30 calendar days after** completion of shipment.

A request for extension of storage will **not** be approved unless failure to comply with the shipment completion date is due solely to circumstances beyond the warehouse operator's control.

Rail and truck shipment requests must be supported by completing and submitting documentation.

Note: The warehouse operator must furnish the prescribed pertinent data and a copy of the requests to the carrier for cars.

51 Loading Orders and Shipping Instructions (Continued)**E Requests Storage Stop Date Extension (Continued)**

For rail and truck shipment requests, the forms used to report the required information will be furnished by KCCO after receiving a request for an extension of the storage stop date.

Each storage stop date extension request is reviewed on its individual merit. The warehouse operator's performance record is examined by KCCO, WLED, SCB. CCC normally expects to use at least 50 percent of the total warehouse's capability to handle/loadout CCC sugar. This criterion is a major consideration when reviewing the warehouse operator's performance to determine if an extension of storage charges will be approved. On a case-by-case basis, KCCO will also consider valid documentation that states either of the following:

- storing warehouse entered into bona fide sales or handling agreements with a stated delivery period **before** issuance of loading orders to the warehouse operator by CCC
- condition or quality problems facing the warehouse operator that require the prompt shipment of sugar owned or controlled by the warehouse operator before the issuance of CCC loading orders.

If the requested time extension, or any part; thereof, is approved, the storage stop date will be extended.

F Defective Rail Cars

A shipper should **not** load a defective car. If a railroad offers a defective car to a shipper for loading, the shipper should reject that car back to the railroad.

G Rejected Sugar That Does Not Meet CCC Loading Order Requirements

CCC may reject sugar that does not meet the requirements of the loading order. The warehouse operator may replace the rejected sugar, if agreed to by CCC. If the rejected sugar is not replaced, CCC will sell the rejected sugar for the account of CCC. The net proceeds for any sale of rejected sugar will be immediately tendered to CCC, by the purchaser, together with an accounting of the sale.

KCCO will contact the warehouse operator to advise that a shipment has been rejected and will issue documentation confirming the rejection indicating if the shipment will be replaced and include instructions about settlement.

52-60 (Reserved)

Part 5 Invoicing and Paying Charges

61 CCC Policy on Making Payments and Interest on Late Payments

A Making Payments

Storage, handling, and other charges paid to warehouse operators under SSA are generally paid on the basis of rates in effect on the date service is performed.

B Interest Applicability

To meet the provisions of the Prompt Payment Act of 1988, late payment interest applies to the following 3 types of payments:

- periodic payments based on quarterly invoices that cover storage and handling charges on CCC-interest commodities
- storage and handling charges on price support loan commodities forfeited to CCC that the producer did not pay
- payments due warehouse operators for other services provided for which warehouse operators invoice CCC.

62 Periodic Payments on Quarterly Invoices**A Invoice Due Dates**

Quarterly invoices are prepared and represent both of the following:

- storage charges for CCC-interest warehouse-stored stocks already recorded into CCC's inventory
- storage and handling for sugar forfeited to CCC during the quarterly period.

CCC will prepare the invoice within 15 calendar days following the quarterly invoice due date. Charges for the account of CCC for sugar forfeited will begin on the date all documentation is received in the FSA County Office.

B Interest

If the invoice and ACH payment (paragraph 63) are not issued by CCC within 30 calendar days following the quarterly invoice due date, CCC will pay interest on the unpaid amount. Interest will accrue beginning on the first day following the invoice due date.

C Corrected Invoices

If an invoice and an uncashed check are returned by a warehouse operator to CCC for correction, CCC has 30 calendar days after the date the erroneous invoice is received by CCC to correct the discrepancy and make payment. If payment is not made within 30 calendar days, interest will accrue beginning on the 31st calendar day until payment is made.

D Interest Payment Rate

Interest will be paid at the rate used for payment of interest penalties for the applicable period under the Prompt Payment Act.

62 Periodic Payments on Quarterly Invoices (Continued)**E Paying Invoices Submitted by the Warehouse Operator**

Warehouse operators provide services at the direction or with the concurrence of CCC. The types of charges for which warehouse operators invoice CCC include, but are **not** limited to the following:

- freight bills
- invoices returned with corrections
- periodic storage
- processing charges
- other special services.

If payment is not made within 30 calendar days following the receipt of a properly completed invoice from the warehouse operator, then interest will be paid from the 31st calendar day following receipt of the invoice through the date payment is made, as follows:

- interest due will be computed automatically by CCC

Note: There is no need for warehouse operators to invoice CCC for interest they believe to be due under these circumstances.

- warehouse operators who believe there is still a discrepancy in the amounts due them after receiving interest payments from CCC **must** write to CCC, through OBF to the address provided in subparagraph 2 E, and include all applicable documentation.

63 ACH Payment Process**A DCIA Requirement**

DCIA requires Federal Agencies to convert from checks to electronic funds transfers for payments. FSA uses ACH payment system to make electronic funds transfer payments through the Kansas City Federal Reserve Bank to warehouse operators. The ACH payment process allows CCC to deposit funds directly into a warehouse operator's checking account at the designated financial institution.

B Warehouse Operator Responsibilities

Warehouse operators receiving payments through the ACH payment process must follow all rules and regulations about certifying charges represented by an invoice. If the invoice and the ACH payment amounts are correct, the warehouse operator must sign and return the certified invoice to CCC documenting proper payment was due.

64 SF-3881's**A Designating Financial Institution**

Warehouse operators **must** designate a financial institution or authorized payment agent through which a Federal payment may be made by providing FSA with a completed SF-3881. The direct deposit will continue to be received by the selected financial institution until a new SF-3881 is received (subparagraph C).

B Warehouse Operator Responsibilities

Prompt payment interest is **not** due if the payment was directed to the elected financial institution routing number and account number specified on SF-3881 and refused by the financial institution. Warehouse operators are responsible for notifying the Payment Management Office by either mail to PO Box 419205, Stop 8588, Kansas City, Missouri 64141-6205, or telephone at 816-926-6772, about the following:

- frozen accounts
- closed accounts
- change of account number
- change of financial institution routing number
- cancellation notice from the financial institution.

64 SF-3881's (Continued)

C Example of SF-3881

The following is an example of SF-3881.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM		OMB No. 1510-0056
<p>This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See Page 2 for additional instructions.</p>		
PRIVACY ACT STATEMENT		
<p>The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.</p>		
AGENCY INFORMATION		
FEDERAL PROGRAM AGENCY:		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS:		
CONTACT PERSON NAME:		TELEPHONE NUMBER (Include Area Code):
ADDITIONAL INFORMATION:		
PAYEE / COMPANY INFORMATION		
NAME:		SSN NO. OR TAXPAYER ID NO.:
ADDRESS:		
CONTACT PERSON NAME:		TELEPHONE NUMBER (Include Area code):
FINANCIAL INSTITUTION INFORMATION		
NAME:		
ADDRESS:		
ACH COORDINATOR NAME:		TELEPHONE NUMBER (Include Area code):
NINE-DIGIT ROUTING TRANSIT NUMBER		
DEPOSITOR ACCOUNT TITLE:		
DEPOSITOR ACCOUNT NUMBER:		LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX		
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: <small>(Could be the same as ACH Coordinator):</small>		TELEPHONE NUMBER (Include Area code):
AUTHORIZED FOR LOCAL REPRODUCTION		SF 3881 (Rev 2/2003) Prescribed by Department of Treasury 31 US C 3322; 31 CFR 21 0

C Example of SF-3881 (Continued)

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor / miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee / Company Information Section - Payee prints or types the name of the payee / company and address that will receive ACH vendor / miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee / company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee / company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee / company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

Reports, Forms, Abbreviations, and Redelegations of Authority

Reports

None

Forms

This table lists all forms referenced in this handbook.

Number	Title	Display Reference	Reference
CCC-25-1	Schedule of Warehouses Covered by Storage Agreement No. A _____ -3-CCC-_____	Ex. 7	3, 13
CCC-28	Sugar Storage Agreement	Ex. 5	1
CCC-156	Loading Order, Trust Order and Invoice for Charge		31, 33, 51
KC-227	Raw Sugar Certification Report	15	
KC-227-A	Refined Sugar Certification Report	15	
SF-3881	ACH Vendor/Miscellaneous Payment Enrollment Form	64	

Abbreviations Used in This Handbook

The following abbreviations are used in this handbook.

Approved Abbreviation	Term	Reference
ACH	Automated Clearing House	62, 63
CCC	Commodity Credit Corporation	Text
DACO	Deputy Administrator for Commodity Operations	1, 2
DCIA	The Debt Collection Improvement Act	63
FSA	Farm Service Agency	2, 14, 31, 62, 63 64
ICPO	Internal Control and Planning Office	2
KCCO	Kansas City Commodity Office	Text
OBF	Office of Budget and Finance	2, 31, 51, 62
PMO	Payment Management Office	2
SCB	Storage Contract Branch	2, 3, 31, 32, 51
SSA	Sugar Storage Agreement	Text
USDA	United States Department of Agriculture	1, 2
WLED	Warehouse License and Examination Division	2, 3, 31, 32, 51

Redelegations of Authority

None.

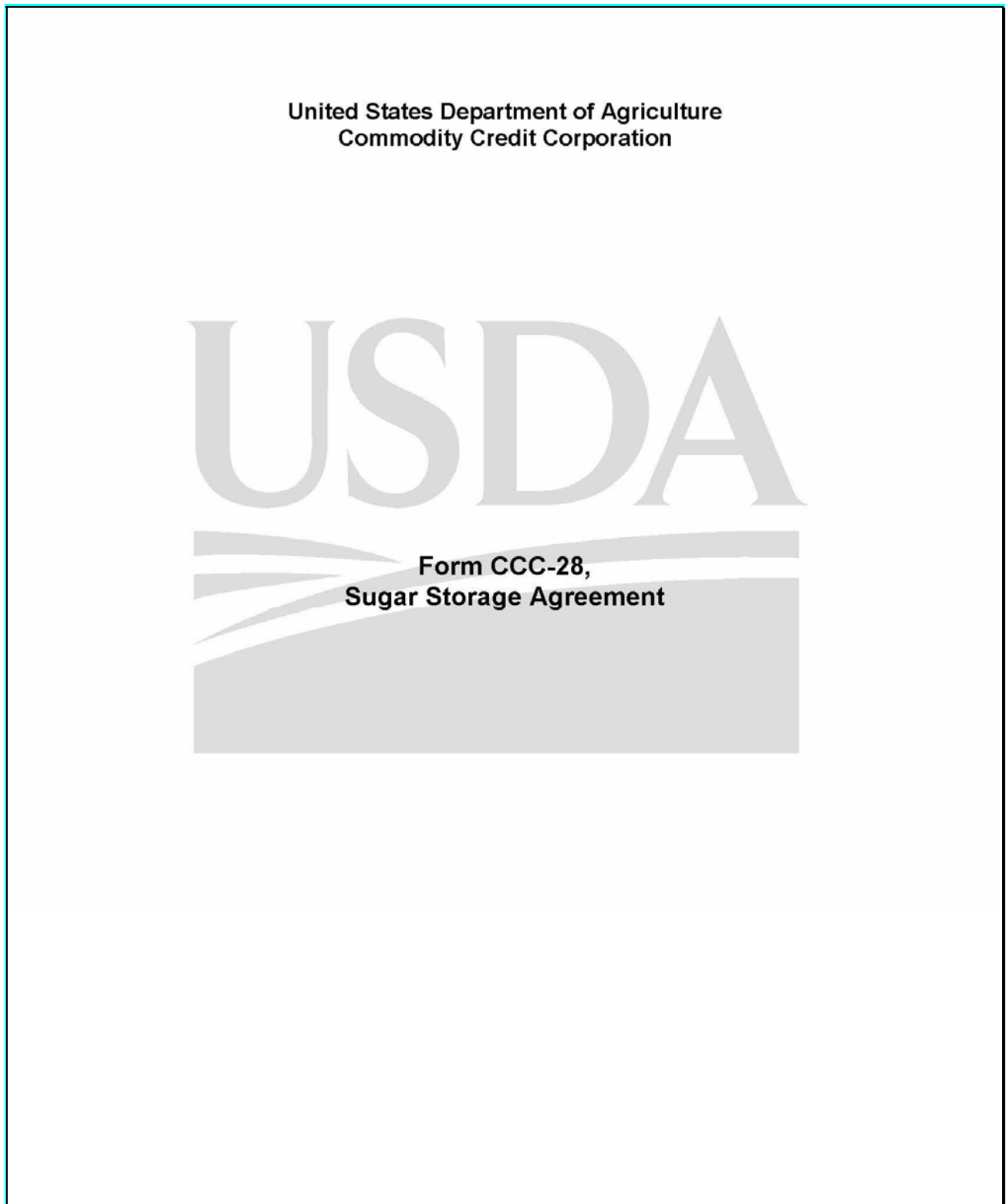
Definitions of Terms Used in This Handbook

Sugar Storage Agreement (SSA)

SSA means an agreement (CCC-28) executed by CCC contracting officer and the warehouse entity when a warehouse is approved.

Example of CCC-28

The following is an example of CCC-28.



Example of CCC-28 (Continued)

CCC-28 (04-08-13)

Sugar Storage Agreement

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Example of CCC-28 (Continued)

CCC-28 (04-08-13)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

SUGAR STORAGE AGREEMENT

1. Agreement No. AS _____ -3- CCC _____

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1423, 7 CFR Part 1435, and the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.). The information will be used to enter into a Sugar Storage Agreement to store CCC owned and loan sugar. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in the inability to enter into a Sugar Storage Agreement to store CCC owned and loan sugar.*

The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO THE KANSAS CITY COMMODITY OFFICE, STORAGE CONTRACT BRANCH, STOP 8748, P.O. BOX 419205, KANSAS CITY, MO 64141-6205.

This Sugar Storage Agreement ("Agreement") between the Commodity Credit Corporation (CCC), an agency and instrumentality of the United States within the Department of Agriculture, and (2) _____, ("warehouse operator") whose principal place of business is (3) _____, is for the storage and handling of CCC-owned sugar or sugar pledged as collateral for a CCC loan.

Subject to space being available, the warehouse operator offers to store and handle sugar in the warehouse identified on the Schedule of Warehouses which is owned or operated by the warehouse operator at the rates specified on the Schedule of Rates.

The warehouse operator and CCC agree as follows:

PART 1. DEFINITION OF TERMS - For purposes of this Agreement, the following definitions shall apply:

Approved List - CCC List of Approved Warehouses - A list of sugar warehouses approved by CCC to store CCC-interest sugar and who have executed a CCC Sugar Storage Agreement. Warehouses that have been removed from the CCC List of Approved Warehouses may not accept sugar to be pledged as collateral for a loan, nor will additional CCC-owned sugar be placed in the warehouse until the warehouse is reinstated to the Approved List.

Business Day - A calendar day excluding Saturdays, Sundays, or Federal holidays.

CCC - The Commodity Credit Corporation, a wholly-owned government corporation within the U.S. Department of Agriculture.

CCC-Interest Sugar - Sugar in which title is vested in CCC, or sugar placed in storage by someone other than CCC and pledged to CCC as security for a CCC loan.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

Example of CCC-28 (Continued)

CCC-28 (04-08-13)

CCC Loan Sugar - Sugar placed in storage by someone other than CCC and pledged to CCC as security for a CCC loan.

CCC-Owned Sugar - Sugar in which title is vested in CCC.

Commingled - The storage or handling of bulk sugar under any circumstances other than identity preserved.

Delivery - The receiving of CCC-owned sugar by a warehouse operator listed in the Schedule of Warehouses or the return by the warehouse operator of CCC-owned sugar to CCC or CCC's designee.

Identity Preserved - The storage and handling of sugar separate from all other sugar so the actual sugar deposited in the warehouse, and no other, may be delivered to the person holding title to such sugar.

KCCO - The Kansas City Commodity Office of the Farm Service Agency.

KC-227 (Raw Sugar Acquisition Report) - A form provided by the KCCO to the receiving warehouse operator for recording raw sugar received for storage.

KC-227-A (Refined Sugar Acquisition Report) - A form provided by the KCCO to the receiving warehouse operator for recording refined sugar received for storage.

Loadout - Removing the sugar from the warehouse and loading the sugar into conveyances.

Quality - Descriptive factors that are normally used in commercial trade practices to describe sugar characteristics.

Receiving - Receiving and unloading all of the sugar from conveyances and placing it in the warehouse.

Sugar - Any grade or type of saccharine product derived, directly or indirectly, from sugarcane or sugar beets and consisting of, or containing, sucrose or invert sugar, including all raw sugar, refined crystalline sugar, liquid sugar, edible molasses, cane syrup, and in-process sugar.

Warehouse - Each sugar warehouse listed on the Schedule of Warehouses.

Warehouse Operator - Person who owns or manages a sugar warehouse. "Warehouse operator" shall also include "processor" whenever used.

PART 2. GENERAL TERMS -

A. Scope - This Agreement will apply to all sugar as of the date:

- (1) CCC deposits such sugar in the warehouse,
- (2) title to the sugar passes to CCC, or
- (3) it is stored in the warehouse and is pledged to CCC as security for a sugar loan.

B. Terms of Agreement to Prevail - Applicable Federal laws and regulations and the terms of this Agreement prevail over the written or printed terms of title documents representing sugar, the warehouse's tariff or posted rates, and State and local laws or regulations to the extent such laws or regulations are inconsistent with the Agreement's provisions or the laws and regulations of the United States. Any State law, local law, regulation, or tariff provision which are inconsistent with or imposes additional restrictions on the provisions of Federal law and regulation or this Agreement is of no effect to the extent of such inconsistency or additional restriction.

Page 2 of 12

Example of CCC-28 (Continued)

CCC-28 (04-08-13)

C. Documents Incorporated by Reference - This Agreement includes and hereby incorporates by reference the following and amendments thereto:

- (1) Schedule of Warehouses, CCC-25-1
- (2) Schedule of Rates, CCC-28-2
- (3) Supplement to Uniform Storage Agreements, CCC-20, and
- (4) 7 CFR Parts 1423, 1435, 1403, and 1407.

D. Applicability -

- (1) If CCC transfers title to CCC-owned sugar in store, such sugar will cease to be covered by the terms of this Agreement as of 11:59 p.m. local time at the warehouse location on the day title and risk of loss is transferred to the transferee, except that any prepaid charges for service not performed prior to the transfer of title will inure to the benefit of the transferee. Except as provided in Paragraph D (2), the rights and obligations of the parties for sugar so transferred and charges for storage and other services furnished thereafter are subject to commercial terms and conditions and applicable Federal or State laws and regulations or subject to further agreement between the warehouse operator and the transferee unless otherwise specifically provided herein. The transfer of title does not affect the rights and obligations between the warehouse operator and CCC for any matter arising prior to the transfer.
- (2) If CCC transfers title to CCC-owned sugar in store, the storage and handling rates contained in the Schedule of Rates will apply to the sugar until it is loaded out, provided the transferee, in writing, orders the sugar loaded out for immediate shipment within 30 days after the date title is transferred. If the transferee does not request, in writing, loadout within 30 days after the date title is transferred, the storage and handling rates applicable to the transferee for the sugar shall not exceed CCC's Schedule of Rates in effect at the time of title transfer until the earlier of:
 - (a) 60 days, or
 - (b) title to the sugar is transferred by the transferee to another party, or
 - (c) the transferee loads the sugar out of the warehouse.

PART 3. WAREHOUSE OPERATOR'S RESPONSIBILITIES

A. Basis on Which the Sugar Is Stored or Transferred -

- (1) CCC-interest sugar will be stored in bulk and commingled, unless CCC and the warehouse operator agree, in writing, to store the sugar in another manner.
- (2) The warehouse operator will store CCC-interest sugar only at a warehouse listed on the Schedule of Warehouses, unless CCC and the warehouse operator agree, in writing, to store the sugar at another location.
- (3) Transfers of CCC-owned sugar from bulk storage to packaged stocks may be made only in accordance with instructions from CCC. The expense of such transfer, including the cost of weight and inspection certificates, will be for the account of the party requesting the transfer.

B. Determination of Weights and Quality -

- (1) Unless otherwise directed by CCC, the quantity of CCC-interest sugar accepted by the warehouse operator and loaded out by the warehouse operator at CCC's request must be based on the use of warehouse operator's scales.

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Example of CCC-28 (Continued)

CCC-28 (04-08-13)

- (2) Unless otherwise directed by CCC, the quality of CCC-owned sugar loaded out by the warehouse operator at CCC's request (whether such sugar is to be delivered in bulk or as packaged stocks) must be determined on the basis of a sample drawn by a CCC representative.
- (3) CCC will pay the cost of inspection certificates for CCC-owned sugar.
- (4) Either the owner of the sugar or the warehouse operator may call for an appeal inspection. The appeal inspection certificate will prevail. The party requesting the inspection or the appeal will pay the cost of the inspection certificates.

C. Obligation to Maintain Stocks -

- (1) The warehouse operator at all times must maintain at the warehouse listed on the Schedule of Warehouses a quantity of sugar equivalent to the aggregate quantity on all outstanding KC-227's, KC-227-A's, or other documentation acceptable to CCC, and such quality shall be of the same quality which the warehouse operator is obligated to deliver,
- (2) For identity preserved sugar, the warehouse operator at all times must maintain the identical sugar in the warehouse listed on the Schedule of Warehouses and as recorded on the KC-227's, KC-227-A's, or other documentation acceptable to CCC.

D. Condition of Sugar -

- (1) The warehouse operator must store the sugar in accordance with good commercial practices.
- (2) For commingled sugar, the warehouse operator:
 - (a) must, at the warehouse operator's expense, take all steps necessary to preserve the condition of all sugar stored or handled under this Agreement.
 - (b) must, at the warehouse operator's expense, if deterioration cannot be prevented after the warehouse operator has exercised such care in receiving, storing, and conditioning as would a reasonably prudent owner, immediately notify CCC of the circumstances, confirm such notice in writing, and dispose of or care for such sugar as directed by CCC. Any expense for action directed by CCC, not related to warehousing of the sugar, will be for the account of CCC.
 - (c) is liable for deterioration in the quality of the commingled sugar which occurred prior to the time of such written notice to CCC.
 - (d) will be liable for deterioration occurring after such notice which results from the warehouse operator's failure to exercise due care or failure to comply with the directions of CCC and the provisions of this Agreement.
- (3) For identity preserved sugar, the warehouse operator must take action as may be necessary to:
 - (a) promptly determine when the sugar stored identity preserved is in need of conditioning;
 - (b) immediately notify CCC and confirm in writing the action required; and
 - (c) care for, recondition, or dispose of such sugar in accordance with CCC's directions.

E. Receipting and Documenting Sugar -

- (1) The warehouse operator, on receipt of sugar accepted for storage under this Agreement or when sugar is acquired by CCC in store, must furnish to CCC a form KC-227, KC-227-A, or other documentation acceptable to CCC made out in the name of CCC for the quantity, quality, and location where sugar is stored (form KC-227-A is used for both beet and cane refined sugar), representing such sugar.

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Example of CCC-28 (Continued)

CCC-28 (04-08-13)

- (2) If requested by CCC, the warehouse operator also will furnish, on such form as CCC may prescribe and in accordance with CCC's instructions, a supplemental certificate identified to each such KC-227, KC-227-A, or other documentation acceptable to CCC.
- (3) Information as to quality shown on inspection certificates issued on samples drawn at the time of issuance of the KC-227, KC-227-A, or other documentation acceptable to CCC will govern notwithstanding conflicting entries on the KC-227, KC-227-A, or other documentation acceptable to CCC.
- (4) The warehouse operator, on receipt of sugar for handling only or direct transfer, must promptly furnish documents in such form as CCC may prescribe and in accordance with CCC's instructions.

F. Load Out Requirements –

- (1) In accordance with CCC's issued instructions, the warehouse operator must loadout, or transfer in store, bulk sugar that meets the same quantity and quality specifications as stated on the KC-227, KC-227-A, or other documentation acceptable to CCC as that received from CCC for storage by the warehouse operator. For sugar ordered loaded out by CCC, the warehouse operator must:
 - (a) Loadout such sugar as directed by CCC. The shipping instructions issued by CCC will allow the warehouse operator at least seven (7) calendar days from the date of issuance of such instructions to begin loadout and will provide for loadout capability at a rate not to exceed that specified in the Schedule of Warehouses. Shipments may be loaded out under the supervision of a CCC representative, as provided in the shipping instructions.
 - (b) If shipment of the sugar will be delayed, promptly notify CCC as soon as the delay is apparent. The warehouse operator must promptly furnish documentary evidence of the cause for the delay. CCC will not assess the warehouse operator for damages or demurrage if CCC determines that the delay was without the fault of, and beyond the control of, the warehouse operator.
- (2) If for any reason sugar shipments cannot be made as instructed, promptly notify CCC as soon as it is apparent the shipping schedule cannot be met. Failure of the warehouse operator to ship in accordance with such instructions will cause serious and substantial damage to CCC because of its urgent need for prompt delivery. The warehouse operator shall pay to CCC, as compensation and not as a penalty, liquidated damages at the rate of \$0.10 per 100 pounds net per day, in addition to loss of daily storage payment. The parties mutually agree that in view of the difficulty of determining exact damages which would be incurred by CCC, the liquidated damages specified are a reasonable estimate of the damages which would be suffered by CCC as a result of the warehouse operator's failure to meet the shipping schedule. If delays were caused by reasons beyond the control and without the fault of the warehouse operator, the warehouse operator shall promptly furnish documentary evidence of the cause(s) which resulted in late shipment. If CCC determines that such causes were beyond the warehouse operator's control, liquidated damages will not be assessed.

G. Rejection -

- (1) CCC may reject sugar if the sugar does not meet the same quantity and quality specifications as that received by CCC for storage by the warehouse operator.
- (2) The warehouse operator:
 - (a) will not receive credit for loading sugar rejected by CCC,
 - (b) must arrange for the disposition of the rejected sugar,

Page 5 of 12

Example of CCC-28 (Continued)

CCC-28 (04-08-13)

- (c) must either replace rejected sugar with sugar that meets the loading order specifications, or pay CCC the current market price for like sugar, as determined by CCC, for sugar not replaced.
- (3) CCC may accept sugar that is subject to rejection if it is determined by CCC to be in CCC's best interest.

H. Payment of Fees -

As set forth in (1) through (5) of this paragraph, each warehouse operator who is not licensed under the United States Warehouse Act (USWA) for sugar must pay fees to CCC.

- (1) The application and inspection fee for sugar shall be that announced by FSA for USWA warehouse operators. Warehouse operators without an existing CCC Sugar Storage Agreement must pay an application and inspection fee for each warehouse for which CCC approval is sought before CCC conducts the original warehouse examination. Warehouse operators with such an existing Agreement and who desire to change the storage capacity subject to such Agreement, must pay an application and inspection fee for each change before inspection and approval by CCC.
- (2) The annual Agreement fee shall be as announced by CCC. Unless a waiver is in effect, a warehouse operator must pay the annual Agreement fee before CCC will execute the initial Agreement, and the fee will be prorated based upon the total number of months for which the Agreement is to be effective, or the applicable Agreement's renewal date.
- (3) When a warehouse operator requests that CCC examine the warehouse for the warehouse operator's sole benefit, the warehouse operator shall pay CCC an examination fee equal to one and one-half times the amount of the applicable annual Agreement fee in (2) of this paragraph for the examination.
- (4) When a warehouse operator defaults in carrying out the terms of this Agreement, and CCC determines a reexamination is necessary to ensure Agreement violations have been corrected, the warehouse operator shall pay an examination fee equal to the inspection fee in (2) of this paragraph before CCC will schedule the examination.
- (5) CCC may waive any portion of the fees in (1) and (3) of this paragraph when CCC determines that no examination will be performed by CCC or acceptable examination results are made available to CCC by a State licensing authority.

I. Records and Reports -

The warehouse operator must:

- (1) Maintain current and complete records at all times for all sugar stored, handled, or under the control of the warehouse operator.
- (2) Unless otherwise authorized by CCC, retain such records as required in section 12 of the Supplement to Uniform Storage Agreements.
- (3) Provide access to records on-site, unless otherwise agreed to, in writing, by CCC.
- (4) Furnish CCC requested reports related to receiving, storing, and delivering sugar and the financial condition of the warehouse.
- (5) Immediately notify CCC in writing of any change in ownership or operation of the warehouse or of any change in the nature or capacity of the warehouse.

Example of CCC-28 (Continued)

CCC-28 (04-08-13)

J. Financial -

- (1) Financial statements must be submitted to the Kansas City Commodity Office, P.O. Box 419205, Kansas City, Missouri 64141-6205, within 90 days after the close of the warehouse operator's fiscal or calendar year. Only one financial statement is required for a chain of warehouses owned or operated by a single business entity. If approved by CCC, the financial statement requirements in the Standards for Approval of Warehouses for CCC-interest Commodity Storage, 7 CFR Part 1423, may be met by one of the following:
 - (a) a parent company of a wholly-owned subsidiary when the warehouse operator's financial position is separately identified on all applicable consolidated statements.
 - (b) a guaranty agreement from:
 - (i) a parent company submitted on behalf of a wholly-owned subsidiary, or
 - (ii) an entity with substantial interest in the warehouse operator when applicable financial statements are prepared at the audit level.
- (2) Approved warehouse operators shall have a minimum net worth of \$50,000.
- (3) Warehouse operators shall have a calculated net worth equal to the warehouse operator's maximum storage capacity at all locations covered by the storage agreement times \$1.15 per hundredweight.

K. Inspections and Examinations -

- (1) The warehouse operator must:
 - (a) permit CCC to examine any or all warehouse facilities, records, or inventory without prior notice at any time,
 - (b) upon request, provide any assistance necessary to perform the examination,
 - (c) notify CCC in writing if any special requirements or equipment are needed to perform an examination,
 - (d) take reasonable steps to reduce or remove risks or hazards that could affect an examination. The examination will be stopped and the warehouse removed from the Approved List if the warehouse or its equipment (e.g. ladders, catwalks, lifts or elevators) is not safe to conduct or continue the examination of the warehouse.
- (2) Examinations and inspections will not relieve the warehouse operator of any responsibilities or requirements under the terms of this Agreement or under any law or regulation applicable to the warehouse operator.
- (3) Warehouse examinations under this Agreement are only intended for the use of CCC and are not for the protection of any other party, including the warehouse operator.
- (4) CCC does not guarantee the results of its examinations to the warehouse operator or any other party. However, for the purposes of this Agreement, the findings of these examinations will be accepted by CCC.

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Example of CCC-28 (Continued)

CCC-28 (04-08-13)

L. Transportation Requirements -

- (1) When CCC requests the warehouse operator to accept for delivery or load out CCC-owned sugar, the warehouse operator will:
 - (a) indemnify CCC against losses in weight due to the warehouse operator's error in weighing or failure to remove all the sugar from the transportation conveyance on unloading.
 - (b) indemnify CCC against minimum weight penalties (except where losses in weight were incurred due to circumstances beyond the warehouse operator's control), detention, and demurrage (including storage in transportation equipment).
 - (c) assume all switching charges (inbound or outbound) which are recoverable or which are not absorbed by the carrier. The warehouse operator will not be liable for switching charges (inbound or outbound) which occur as the result of erroneous routing instructions by CCC.
 - (d) request authorization in writing from CCC for prepayment of freight.
 - (e) be liable for any deviation from original shipping instructions and all excess freight charges resulting from routing at variance with instructions issued by CCC.
 - (f) be liable for all weighing and return freight charges related to rail cars that are weighed and returned by the railroad(s) to the warehouse operator as overloaded.
- (2) If the warehouse operator knows, anticipates, or reasonably should have known that demurrage charges may be incurred, the warehouse operator must immediately notify CCC and confirm such notification in writing. The warehouse operator will pay all appropriate demurrage charges. CCC will reimburse the warehouse operator for all appropriate demurrage charges paid by the warehouse operator if the demurrage is incurred due to circumstances beyond the warehouse operator's control, unless the warehouse operator fails to notify CCC as provided in this section.

M. Condition of Warehouse and Sugar -

- (1) The warehouse operator must maintain the warehouse in a sound, clean condition and take all reasonable steps to keep it free of insects, rodents, birds, and other conditions which may adversely affect the condition of the sugar or its package.
- (2) The warehouse operator must take all reasonable steps to promptly detect any deterioration, insect infestation, rodent damage, mold, clumping, or any other condition which may adversely affect the condition of the sugar or its package.
- (3) The warehouse operator must notify CCC when any of the conditions in paragraph (1) or (2) of this paragraph are detected and confirm such notification in writing. Pending receipt of instructions from CCC, the warehouse operator must take all reasonable steps necessary to protect and preserve the affected sugar or its package.
- (4) In the event of any loss or damage to the sugar or the warehouse, the warehouse operator will immediately notify CCC and all other parties having an interest in the sugar stored in the warehouse as that interest may appear on the warehouse operator's records.
- (5) The warehouse operator will be liable for all losses or damage of sugar resulting from warehouse operator's negligence or failure to discharge promptly and properly the warehouse operator's obligations under this Agreement and by the failure of the warehouse operator to exercise such care in regard to the sugar as a reasonable and prudent warehouse operator would exercise under like circumstances.

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Example of CCC-28 (Continued)

CCC-28 (04-08-13)

- (6) If loss of or damage to the sugar occurs for which the warehouse operator is not liable, CCC will pay the warehouse operator for labor services performed at the rate specified in the Schedule of Rates and reimburse the warehouse operator for other reasonable costs incurred in performing those services which are not included among the protective and preservative services ordinarily performed by the warehouse operator for other depositors without additional charge.

N. Insurance -

Without in any way limiting the warehouse operator's obligation under other provisions of this Agreement or under the provisions of the State laws and regulations under which the warehouse is operated:

- (1) The warehouse operator is not obligated to insure CCC-owned sugar.
- (2) If the warehouse operator insures CCC-owned sugar, such insurance will inure to the benefit of CCC.

O. Security Plan -

The warehouse operator must:

- (1) Have a security plan that includes measures to protect the sugar handled and stored under this Agreement.
- (2) Conduct a facility vulnerability assessment and establish procedures that address:
 - (a) general security of the physical structures and grounds,
 - (b) shipping and receiving,
 - (c) emergency action planning, and
 - (d) contact information for local authorities.

PART 4. CCC'S RESPONSIBILITIES

A. Storage Period -

- (1) Nothing in this Agreement obligates CCC to tender sugar to the warehouse operator for storage or handling.
- (2) The issuance of loading orders or a request for storage space does not obligate CCC to tender sugar for storage.
- (3) If CCC-owned sugar is in store, the storage period will be at the option of CCC.

B. Payment of Charges -

- (1) Unless otherwise provided, handling, storing, or other charges payable by CCC pursuant to this Agreement will be at the rates stated in the Schedule of Rates as follows:
 - (a) receiving services performed prior to CCC ownership will not be paid;
 - (b) storage or other charges will be paid at the rate in effect when the services are performed;
 - (c) load out charges shall be for CCC's account if directed by CCC.

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Example of CCC-28 (Continued)

CCC-28 (04-08-13)

- (2) Storage charges for the account of CCC begin for sugar:
 - (a) in store at the time this Agreement becomes effective, on the date this Agreement is executed by CCC;
 - (b) delivered to the warehouse on or after the effective date of this Agreement, on the date of movement of such sugar into the warehouse; and
 - (c) which is acquired by CCC in store, on the day immediately following the date through which storage charges have been provided for by the previous owner.
- (3) Storage charges will cease to accrue for the account of CCC when:
 - (a) CCC orders sugar to be delivered, on the date the bill of lading is receipted for by the carrier or on the final shipment date specified in the shipping instructions as issued or amended in writing by CCC, whichever is earlier, or
 - (b) sugar is sold or transferred to another party by CCC, in store, on the date specified by CCC.
- (4) Storage charges payable for a fractional part of the:
 - (a) first calendar month during which the sugar is in storage in the warehouse will be prorated to the same extent as the days in storage relates to the full calendar month. Storage charges payable thereafter, except for the final partial calendar month, will be at the full monthly storage rate.
 - (b) final calendar month during which the sugar is in storage in the warehouse will be prorated to the same extent as the days in storage relate to the full calendar month and will be paid after receipt and entry into CCC's accounting records of the applicable bill of lading or other delivery documents acceptable to CCC.
- (5) Payment will be made monthly by CCC for sugar recorded in CCC's inventory after presentation by the warehouse operator of a properly certified invoice in such manner and form as may be prescribed by CCC. The first payment after receipt of the sugar will include any amount due from CCC for loadout charges, if applicable. The warehouse operator must promptly reimburse CCC for any overpayment made by CCC.

C. Restrictions on Payments -

- (1) CCC will not pay for any service (including overtime, Sunday, and holiday labor service) not specifically authorized by this Agreement or in writing by CCC. Services not specifically authorized by this Agreement will be performed only after CCC determines that such services are required and should be performed.
- (2) CCC will not be liable for any charges which are for the account of previous or subsequent owners of sugar nor will CCC be liable for receiving charges on sugar acquired by CCC in store.
- (3) Nothing in this Agreement authorizes or requires payment for services already paid for by CCC or any other party.

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Example of CCC-28 (Continued)

CCC-28 (04-08-13)

- (4) If any of the sugar is lost or rejected to the warehouse operator, all storage charges for the account of CCC for that sugar will cease as of the date of loss or rejection to the warehouse operator.
- (5) No charges of any kind will be payable for sugar disposed of contrary to the terms of this Agreement and the instructions of CCC, and any such charges already paid by CCC will be immediately refunded by the warehouse operator.

PART 5. SETTLEMENT -

A. Settlement for Load Out -

Except as otherwise provided in this Agreement, settlement will be made by CCC in accordance with this Part with respect to each individual warehouse for differences in value between sugar loaded out by the warehouse operator and the sugar ordered shipped by CCC. Except to the extent that liability is limited by other provisions of this Agreement, the warehouse operator is liable as an insurer and must indemnify CCC in the manner and to the extent provided in this Part for any failure to deliver sugar meeting the requirements in Part 3 of this Agreement.

B. Commingled -

For commingled sugar, the warehouse operator must, upon demand, pay CCC in cash the value of sugar:

- (1) Ordered loaded out by CCC which is not shipped by the warehouse operator;
- (2) Shipped by the warehouse operator which is rejected by CCC; or
- (3) Shipped with quality deficiencies and accepted by CCC.

C. Identity Preserved -

For identity preserved sugar shipped to CCC, the warehouse operator must, upon demand, pay CCC in cash for the value of shortages in quantity and deficiencies in quality of such sugar which result from the warehouse operator's failure to exercise due care, provide appropriate warehousing services, or comply with the directions of CCC and the provisions of this Agreement. If the identity preserved sugar is commingled with other sugar or if the identical sugar received by the warehouse operator is not delivered, the warehouse operator's liability will be settled in accordance with the provision of Paragraph B above.

D. Determination of Values -

For settlement purposes, the value of sugar shall be determined by CCC at the time and place of loss by reference to applicable markets and adjusted for freight, if necessary, or in the absence of generally recognized markets, CCC's investment in the sugar.

PART 6. TERMINATION AND EFFECTIVE DATE

A. Termination -

In addition to the grounds specified in other provisions of this Agreement, this Agreement may be terminated as follows:

- (1) Either party may terminate this Agreement without cause for any and all warehouses subject to this Agreement. Written notice of termination must be given to the other party at least 30 days prior to the date the termination is to be effective. Termination under this Part will not give rise to any damages under this Agreement.

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Example of CCC-28 (Continued)

CCC-28 (04-08-13)

- (2) CCC may terminate this Agreement immediately if the warehouse operator has violated the terms of this Agreement.
- (3) After termination of this Agreement, all provisions applicable to the storage, loading out, and settlement of sugar in this Agreement remain in effect pending removal of CCC-owned sugar.
- (4) Notwithstanding any other provision of this Agreement relating to disputes, the warehouse operator may request that the Deputy Administrator for Commodity Operations (DACO), Farm Service Agency, review any Contracting Officer's determination which proposes termination of this Agreement. If DACO should agree to review the Contracting Officer's proposal, DACO will become the Contracting Officer with regard to this matter. Once the issue or issues which are the subject of the warehouse operator's request for DACO review are resolved, upon DACO's direction, the original Contracting Officer may resume as the Contracting Officer for this Agreement.

B. Effective Date -

This Agreement will become effective upon the date signed by CCC, and will, as of such date, supersede any existing Agreement and any amendments between the warehouse operator and CCC. This Agreement will remain in effect until the first of October thereafter and will be renewed automatically for one year on each October 1 after the effective date.

4. WAREHOUSE OPERATOR:	5. COMMODITY CREDIT CORPORATION:
4A. _____ (COMPANY NAME)	5A. By _____ (CONTRACTING OFFICER)
4B. By _____ (SIGNATURE)	5B. Effective Date: _____
4C. Title: _____	

Example of CCC-25-1

The following is an example of CCC-25-1.

This form is available electronically.	
CCC-25-1 (01-23-13)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation
<small>(See applicable Storage Agreement for Privacy Act and Paperwork Reduction Act Statements.)</small>	
SCHEDULE OF WAREHOUSES	
Covered by Storage Agreement No. A -3-CCC-	
This Schedule of Warehouses is, by reference, incorporated in and made a part of the above storage agreement.	
<small>1.</small> WAREHOUSE KNOWN AS	<small>2.</small> LOCATION
3. Warehouse Operator	4. Effective Date
<small>The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.</small>	

