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Title 3—THE PRESIDENT

Proclamation 3980

NATIONAL ARBOR DAY

By the President of the United States of America

A Proclamation

Our land has been blessed with a plentiful number and variety of trees. They have beautified our landscape, added a touch of nature to our towns and cities, provided the locale where people could find wholesome recreation, and served as one of the major building blocks in the development of this Nation.

At a time when we as a people are becoming more concerned with the quality of our environment, it is fitting that we give more attention to the planting of trees in rural and urban communities. In crowded city streets or suburban shopping centers they stand as things of beauty and as reminders of man's inseparable link with nature.

The Congress, in order to emphasize the importance of this natural resource to our well being, has by House Joint Resolution 251 requested the President to issue a proclamation designating the last Friday of April 1970 as National Arbor Day, and calling upon the people of the United States to observe such day with appropriate ceremonies and activities.

NOW, THEREFORE, I, RICHARD NIXON, President of the United States of America, do hereby designate Friday, April 24, 1970, as National Arbor Day, and I call upon the people of the United States to observe that day with ceremonies and activities designed to direct public attention and involvement in the planting of trees for the enjoyment of all.

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-fourth day of April, in the year of our Lord nineteen hundred and seventy, and of the Independence of the United States of America the one hundred and ninety-fourth.

Richard Nixon

[F.R. Doc. 70-5334; Filed, Apr. 28, 1970; 2:09 p.m.]

Proclamation 3981

DRUG ABUSE PREVENTION WEEK, 1970

By the President of the United States of America

A Proclamation

The past decade has seen the abuse of drugs grow from essentially a local police problem into a serious threat to the health and safety of millions of Americans. The number of narcotics addicts in the United States is estimated to be in the hundreds of thousands and the effects of their addiction spread far beyond their own lives.

Statistics tell but part of the tragedy of drug abuse. The crippled lives of young Americans, the shattered hopes of their parents, the rending of the social fabric—as addicts inevitably turn to crime in order to supply a costly habit—these are the personal tragedies, the human disasters that tell the real story of what drug abuse does to individuals and can do to our nation.

NOW, THEREFORE, I, RICHARD NIXON, President of the United States of America, do hereby designate the week beginning May 24, 1970, as Drug Abuse Prevention Week.

I call upon officials of the Federal government, particularly in the Departments of Justice and Health, Education and Welfare, to join with educators and administrators of the academic community at large in establishing meaningful programs for the promotion of drug abuse prevention among young people. I urge State and local governments, as well as business, professional, and civil groups, to cooperate in such programs and to exercise their initiative in exploring new methods by which the potential dangers of drug experimentation can be communicated to the entire nation. The communications media can provide invaluable assistance in this regard, and I request their full support of this endeavor.

I encourage members of the clergy, and all those whose activities interrelate with young people, to make a special effort during this week to discourage drug abuse, to end drug experimentation, and to eliminate illegal drug traffic.

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-eighth day of April, in the year of our Lord nineteen hundred and seventy, and of the Independence of the United States of America the one hundred and ninety-fourth.

Richard Nixon

[F.R. Doc. 70-5376; Filed, Apr. 29, 1970; 10:09 a.m.]

Rules and Regulations

Title 31—MONEY AND FINANCE: TREASURY

Chapter V—Office of Foreign Assets Control, Department of the Treasury

PART 500—FOREIGN ASSETS CONTROL REGULATIONS

Importations of Certain Merchandise

Section 500.204, Appendix, Item (101) is being amended to add to the list therein of commodities from specified countries, dried eggs from the Federal Republic of Germany.

As amended, Item (101) reads as follows:

(101) *Quotas for imports of certain commodities based on current availabilities.* Under certain limited circumstances, quotas have been established for the importation of certain commodities under annual limitations set by the amount determined as currently available for export.

Licenses are issued for:

Cotton manufactures from Czechoslovakia, Hungary, Poland, Rumania, and the U.S.S.R.

Dried eggs from Argentina, Denmark, Federal Republic of Germany, Poland, South Africa, Spain, Sweden, and the United Kingdom.

Feathers, Asiatic, from Japan and Malaysia.

Firecrackers from Macao.

Lotus seeds from Thailand.

Lychees from Mexico.

Mung beans from Peru and Thailand.

Silk, raw and waste, from Bulgaria.

Tung oil from Malawi.

Vegetables, fresh, Chinese type, from Mexico.

Walnuts from India, Pakistan, Rumania, and Yugoslavia.

[SEAL] MARGARET W. SCHWARTZ,
Director,
Office of Foreign Assets Control.

[F.R. Doc. 70-5240; Filed, Apr. 29, 1970; 8:46 a.m.]

Title 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs, Department of the Treasury

[T.D. 70-107]

PART 10—ARTICLES CONDITIONALLY FREE, SUBJECT TO A REDUCED RATE, ETC.

Supplies and Equipment for Aircraft

APRIL 21, 1970.

Section 10.59(f), Customs Regulations, relating to free withdrawal of supplies and equipment for aircraft, amended to add the Republic of China, Colombia, and Czechoslovakia to the list of qualified countries.

In accordance with section 309(d), Tariff Act of 1930, as amended (19 U.S.C. 1309(d)), the Department of Commerce has found and under date of January 23, 1970, has advised the Treasury Department that, except for ground equipment, the Republic of China allows privileges to aircraft registered in the United States and engaged in foreign trade substantially reciprocal to those provided for in sections 309 and 317 of the Tariff Act of 1930, as amended (19 U.S.C. 1309, 1317). Corresponding privileges are accordingly extended to aircraft registered in the Republic of China and engaged in foreign trade effective as of the date of such notification.

Under date of January 26, 1970, the Department of Commerce advised the Treasury Department that Colombia allows privileges to aircraft registered in the United States and engaged in foreign trade substantially reciprocal to those provided for in sections 309 and 317 of the Tariff Act of 1930, as amended, and on March 17, 1970, the Department of Commerce furnished identical advice with respect to Czechoslovakia. The same privileges are therefore hereby extended to aircraft registered in Colombia and Czechoslovakia and engaged in foreign trade effective as of the respective dates of such notifications.

Accordingly, paragraph (f) of § 10.59, Customs Regulations, is amended by the insertion of "Republic of China", "Colombia", and "Czechoslovakia" in appropriate alphabetical order, the number of this Treasury decision in the opposite column headed "Treasury Decision(s)" and the wording "Not applicable to ground equipment" opposite "Republic of China" in the column headed "Exceptions, if any, as noted" in the list of nations in that paragraph.

(Secs. 317, 624, 46 Stat. 696, as amended, 759; 19 U.S.C. 1317, 1624)

[SEAL] ROBERT V. MCINTYRE,
Acting Commissioner of Customs.

Approved: April 21, 1970.

EUGENE T. ROSSIDES,
Assistant Secretary of the Treasury.

[F.R. Doc. 70-5284; Filed, Apr. 29, 1970; 8:49 a.m.]

[T.D. 70-102]

PART 21—CARTAGE AND LIGHTERAGE

Carrier's Bond

Section 21.1(a), Customs Regulations, concerning cartage and lighterage by a common carrier who has posted a carrier's bond, customs Form 3587, amended.

The fourth sentence of § 21.1(a) of the Customs Regulations provides that the collector, now district director of customs, may appoint or license as a customs cartman or lighterman any common carrier who has executed and filed a carrier's bond, customs Form 3587.

Although § 13.1(a) of the Customs Regulations as amended by Treasury Decision 69-19, approved December 30, 1968, no longer describes a freight forwarder authorized to operate as such by any agency of the United States as a common carrier, the amendment was not intended to deprive qualified freight forwarders of the benefits of the above-cited provision.

Since the bond on customs Form 3587 or 3588 previously posted by a bonded freight forwarder or carrier includes the operations of a cartman or lighterman, § 21.1(a) is amended to provide that they may be so appointed or licensed.

Accordingly, the fourth sentence of § 21.1(a) of the Customs Regulations is amended to read: "A carrier of freight forwarder who has filed a carrier's bond, customs Form 3587, or a carrier who has filed a private carrier's bond, customs Form 3588, may be appointed or licensed as a customs cartman or lighterman for a port for which such bond provides coverage."

(Secs. 565, 624, 46 Stat. 747, 759; 19 U.S.C. 1565, 1624)

This amendment shall become effective on the date of its publication in the FEDERAL REGISTER.

[SEAL] MYLES J. AMBROSE,
Commissioner of Customs.

Approved: April 14, 1970.

EUGENE T. ROSSIDES,
Assistant Secretary of the Treasury.

[F.R. Doc. 70-5283; Filed, Apr. 29, 1970; 8:49 a.m.]

Title 32—NATIONAL DEFENSE

Chapter I—Office of the Secretary of Defense

SUBCHAPTER A—ARMED SERVICES PROCUREMENT REGULATIONS

MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

The following amendments to this subchapter are issued by direction of the Assistant Secretary of Defense (Installations and Logistics) pursuant to authority contained in Department of Defense Directive No. 4105.30, dated March 11, 1959 (24 F.R. 2260), as amended, and 10 U.S.C. 2202.

PART 1—GENERAL PROVISIONS

1. Sections 1.305–3(a)(1), 1.322–3(d), 1.322–5(b), 1.322–6(c)(1), and 1.322–7 (f), (m)(2) are revised; § 1.322–8 is added; and § 1.607(a) is revised, as follows:

§ 1.305–3 Terms.

(a) * * *

(1) Specific calendar dates (e.g., on or before, July 1, 1968);

* * * * *

§ 1.322–3 Evaluation.

* * * * *

(d) Delivery destinations may be unknown for certain quantities due to the extended duration of contract performance. In such cases, destinations shall be developed on the basis of best estimates; a definite place or places shall be designated in the solicitation as the point to which transportation costs will be computed (but only for the purpose of evaluating bids or proposals); and the solicitation shall contain the notice required under § 2.201(a)(4)(vii) of this chapter.

* * * * *

§ 1.322–5 Clauses.

* * * * *

(b) *Cancellation of items.*

CANCELLATION OF ITEMS (DECEMBER 1969)

(a) This clause applies only in the event this contract is awarded on the alternative basis for award described in the Schedule as "Multi-Year Procurement".

(b) As used herein, the term "cancellation" means that the Government is canceling, pursuant to this clause, its Program Year requirements for items as set forth in the Schedule for all Program Years subsequent to that in which notice of cancellation is provided. Such cancellation shall occur only if, by the date or within the time period specified in the Schedule, or such further time as may be agreed to, the Contracting Officer (i) notifies the Contractor that funds will not be available for contract performance for any subsequent Program Year; or (ii) fails to notify the Contractor that funds have been made available for performance of the Program Year requirement for the succeeding Program Year.

(c) Except for cancellation pursuant to this clause or for termination pursuant to the "Default" clause, any reduction by the Contracting Officer in the quantities called for under this contract shall be considered a termination in accordance with the "Termination for Convenience of the Government" clause of this contract.

(d) In the event of cancellation pursuant to this clause, the Contractor will be paid, as consideration therefor, a cancellation charge not to exceed the cancellation ceiling described and separately set forth in the Schedule as being applicable at the time of cancellation.

(e) The cancellation charge is intended to cover (i) only costs reasonably necessary for production which would have been equitably amortized in the unit prices for the entire multiyear contract period, but which, because of the cancellation, are not so amortized and (ii) a reasonable profit on such costs. The cancellation charge shall be computed and claim therefor made as would be applicable under the "Termination for Convenience of the Government" clause of this contract. The Contractor shall submit the claim promptly but in no event later than 1 year (i) from the date of notification of the nonavailability of funds, if issued pursuant to paragraph (b) (i), or (ii) from the date specified in the schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such 1-year period or authorized extension thereof. The claim may include reasonable preproduction and other nonrecurring costs, incurred by the Prime Contractor or his subcontractor, applicable to and which normally would be amortized in all items to be furnished under the multiyear requirements, such as plant rearrangement, special tooling, preproduction engineering, initial rework, initial spoilage and pilot runs, as well as costs not amortized by the level contract unit price solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning. The claim shall not include any amount for:

(i) Labor, materials, or other expenses incurred by the Contractor or its subcontractors for production of canceled items;

(ii) Any item or cost for which payment has already been made to the Contractor; or

(iii) Anticipated profit on the canceled items.

Where options are otherwise authorized, multiyear contracts may include an appropriate "Option to Increase Quantities" clause in which the period for exercise of the option is limited to the date set forth in the contract schedule for notifying the contractor that funds are available for the requirements of the next succeeding program year. If such an option is included, the following paragraph (f) should be added to the clause set forth above.

(f) The Contractor agrees not to include in the price for option quantities any costs of a startup or nonrecurring nature, which costs have been fully provided for in the unit prices of the firm quantities of the Program Years, and further agrees that the prices offered for option quantities will reflect only those recurring costs, and a reasonable profit thereon, which are necessary to furnish the additional option quantities. Therefore, any quantities added to the original contract quantities through exercise of the Government option in the "Option to Increase Quantities" clause of this contract shall not be subtracted from what would otherwise be considered the quantity canceled for the purpose of computing allowable cancellation charges.

§ 1.322–6 Multiyear procurement of services.

* * * * *

(c) *Limitations.* Multiyear contracts for services shall not be used:

(1) When funds covering the procurement are limited by statute for obligation during the fiscal year in which the contract is executed (1-year funds) (but see § 1.322–8, Multiyear Procurement of Services under Public Law 90–378, for multiyear procurement of specified services outside the 48 contiguous States and the District of Columbia).

* * * * *

§ 1.322–7 Procedures for service contracts.

* * * * *

(f) For each program year requirement, funds shall be obligated to cover performance thereunder. There is presently no requirement to fund cancellation charges.

* * * * *

(m) *Clauses.* * * *

(2) *Cancellation of items—Service Contracts.*

CANCELLATION OF ITEMS—SERVICE CONTRACTS (DECEMBER 1969)

(a) This clause applies only in the event this contract is awarded on the alternative basis for award described in the Schedule as "Multi-Year Procurement."

(b) As used herein, the term "cancellation" means that the Government is canceling, pursuant to this clause, its Program Year requirements for items as set forth in the Schedule for all Program Years subsequent to that in which notice of cancellation is provided. Such cancellation shall occur only if, by the date or within the time period specified in the Schedule, or such further time as may be agreed to, the Contracting Officer (i) notifies the Contractor that funds will not be available for contract performance for any subsequent Program Year; or (ii) fails to notify the Contractor that funds have been made available for performance of the Program Year requirement for the succeeding Program Year.

(c) Except for cancellation pursuant to this clause or for termination pursuant to the "Default" clause, any reduction by the Contracting Officer in the quantities called for under this contract shall be considered a termination in accordance with the "Termination for Convenience of the Government" clause of this contract.

(d) In the event of cancellation pursuant to this clause, the Contractor will be paid, as consideration therefor, a cancellation charge not to exceed the cancellation ceiling described and separately set forth in the Schedule as being applicable at the time of cancellation.

(e) The cancellation charge is intended to cover only expenses incurred by the Prime Contractor or his subcontractor which would have been equitably amortized in the unit prices for the entire multiyear contract period, but which, because of the

cancellation are not so amortized. The cancellation charge shall be computed and the claim therefor made as would be applicable under the "Termination for Convenience of the Government" clause of this contract. The Contractor shall submit the claim promptly but in no event later than 1 year (i) from the date of notification of the nonavailability of funds, if issued pursuant to paragraph (b)(i), or (ii) from the date specified in the schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such 1-year period or authorized extension thereof. The claim may include reasonable startup and other nonrecurring costs such as plant or equipment relocation costs; the costs of special tooling and special equipment; allocable portions of the costs of facilities acquired or established for the conduct of the work, provided such costs have not been charged to the contract through overhead, or otherwise depreciated, and to the extent that it is impracticable for the Contractor to utilize such facilities in the conduct of his commercial work; costs incurred for the assembly training and transportation of a specialized work force to and from the job site; and costs not amortized by the level contract unit price solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning. The claim shall not include any amount for:

(i) Labor, material, or other expenses incurred by the Contractor or its subcontractor for performance of the canceled work;

(ii) Any item of cost for which payment has already been made to the Contractor;

(iii) Anticipated profit on the canceled work;

(iv) The remaining useful commercial life of facilities. Useful commercial life, for this purpose, means the commercial utility of the facilities rather than the physical life thereof, with due consideration given to such factors as location of facilities, specialized nature thereof, and obsolescence.

Where options are otherwise authorized, multiyear contracts may include an appropriate "Option to Increase Quantities" clause in which the period for exercise of the option is limited to the date set forth in the contract schedule for notifying the contractor that funds are available for the requirements of the next succeeding program year. If such an option is included, the following paragraph (f) should be added to the clause set forth above.

(f) The Contractor agrees not to include in the price for option quantities any costs of a startup or nonrecurring nature, which costs have been fully provided for in the unit prices of the firm quantities of the Program Years, and further agrees that the prices offered for option quantities will reflect only those recurring costs, and a reasonable profit thereon, which are necessary to furnish the additional option quantities. Therefore, any quantities added to the original contract quantities through exercise of the Government option in the "Option to Increase Quantities" clause of this contract shall not be subtracted from what would otherwise be considered the quantity canceled for the purpose of computing allowable cancellation charges.

§ 1.322–8 Multiyear procurement of services under Public Law 90–378.

(a) Under Public Law 90–378 (10 U.S.C. 2306(g)), the Department of Defense is authorized to enter into multiyear procurements for the following listed services to be performed outside the 48 contiguous States and the District of Columbia to procure requirements which are not in excess of the 5-Year Defense Program and for which funds are limited by statute for obligation during the fiscal year in which the contract is executed:

(1) Operation, maintenance, and support of facilities and installations;

(2) Maintenance or modification of aircraft, ships, vehicles, and other highly complex military equipment;

(3) Specialized training necessitating high quality instructor skills (for example, pilot and other aircrew members; foreign language training); and

(4) Base services (for example, ground maintenance; in-plane refueling; bus transportation; refuse collection and disposal).

However, such procurements shall be entered into for no more than a 5-year period and only when such procurements are consistent with the policies and satisfy the requirements set forth in §§ 1.322–6 and 1.322–7 (except as provided in (b) and (c) of this section). The performance years specified in the schedule shall not extend beyond the end of any fiscal year (July 1–June 30).

(b) Since procurements under this authority are limited for execution on a fiscal year basis, references to "program year" throughout §§ 1.322–6 and 1.322–7 shall be considered to mean fiscal year.

(c) Clauses: The following clauses shall be included in all service contracts for the procurement of services under this section 1.322–8, on a multiyear basis, which clauses are prescribed in lieu of those set forth at § 1.322–7(m):

(1) *Limitation of price and contractor obligations.*

LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS (OCTOBER 1969)

(a) This clause applies only in the event this contract is awarded on the alternative basis for award described in the Schedule as "Multi-Year Procurement."

(b) Funds are available for performance of this contract in the amount specifically described in the Schedule, as available for contract performance. The funds so described at the time of award are not available for contract performance required by and described in the Schedule for any fiscal year (July 1–June 30) other than the first fiscal year. Upon availability to the Contracting Officer of funds for performance of requirements in the next succeeding fiscal year, the Contracting Officer shall notify the Contractor in writing of the amount of funds available for contract performance in the next succeeding fiscal year and the contract shall be modified accordingly. This procedure shall apply for each successive fiscal year.

(c) The Government is not obligated to the Contractor for contract performance in any monetary amount in excess of that described in the Schedule or modifications thereto, as available for contract performance in the applicable fiscal year.

(d) The Contractor is not obligated to incur costs for the performance required for any fiscal year after the first unless and until he has been notified in writing by the Contracting Officer of the availability of funds in accordance with paragraph (b) of this clause. If so notified, the Contractor's obligation shall be increased only to the extent contract performance is required for the fiscal year for which funds have been made available.

(e) In the event of termination pursuant to the "Termination for Convenience of the Government" clause of this contract, the terms "total contract price" as used in that clause refers to the amount available for performance of this contract, as provided for in this clause for the current fiscal year including the applicable amount established as the cancellation ceiling, and the term "work under the contract" as used in that clause refers to the work under fiscal year requirements for which funds have been made available. In the event of termination for default, the Government's rights under this contract shall apply to the entire multiyear requirements.

(f) Notification to the Contractor of an increase or decrease in the funds available for performance of this contract as a result of a clause other than this clause (e.g., exercise of an option for increased quantities or the "Changes" clause) shall not constitute the notification contemplated by paragraph (b) of this clause.

(2) *Cancellation of items.*

CANCELLATION OF ITEMS (OCTOBER 1969)

(a) This clause applies only in the event this contract is awarded on the alternative basis for award described in the Schedule as "Multi-Year Procurement."

(b) As used herein, the term "cancellation" means that the Government is canceling, pursuant to this clause, its requirements for items as set forth in the Schedule for all fiscal years (July 1–June 30) subsequent to that in which notice of cancellation is provided. Such cancellation shall occur only if the Contracting Officer (i) notifies the Contractor that funds will not be available for contract performance for the next succeeding fiscal year and any subsequent fiscal year; or (ii) fails to notify the Contractor prior to beginning of the next succeeding fiscal year that funds have been made available for performance in the succeeding fiscal year.

(c) Except for cancellation pursuant to this clause or for termination pursuant to the "Default" clause, any reduction by the Contracting Officer in the quantities called for under this contract shall be considered a termination in accordance with the "Termination for Convenience of the Government" clause of this contract.

(d) In the event of cancellation pursuant to this clause, the Contractor will be paid, as consideration therefor, a cancellation charge not to exceed the cancellation ceiling described and separately set forth in the Schedule as being applicable at the time of cancellation.

(e) The cancellation charge is intended to cover only expenses incurred by the Prime Contractor or his subcontractor which would have been equitably amortized in the unit prices for the entire multiyear contract period, but which, because of the cancellation are not so amortized. The cancellation charge shall be computed and the claim therefor made as would be applicable under the "Termination for Convenience of the Government" clause of this contract. The claim may include reasonable start-up and other nonrecurring costs such as plant or equipment relocation costs; the costs of special tooling and special equipment; allocable portions of the costs of facilities acquired or established for the conduct of the work, provided such costs have not been charged to the contract through overhead, or otherwise depreciated, and to the extent that it is impracticable for the Contractor to utilize such facilities in the conduct of his commercial work; costs incurred for the assembly, training, and transportation of a specialized work force to and

from the job site; and costs not amortized by the level contract unit price solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning. The claim shall not include any amount for:

(i) Labor, material, or other expenses incurred by the Contractor or its subcontractor for performance of the canceled work;

(ii) Any item of cost for which payment has already been made to the Contractor;

(iii) Anticipated profit on the canceled work;

(iv) The remaining useful commercial life of facilities. Useful commercial life, for this purpose, means the commercial utility of the facilities rather than the physical life thereof, with due consideration given to such factors as location of facilities, specialized nature thereof, and obsolescence.

§ 1.607 Interchange of debarment information.

(a) The General Services Administration (see FPR 1–1.6) compiles a combined list of debarments, including the basis therefor, from the notifications of debarments furnished by the Military Departments and executive agencies. A copy of the list is distributed to all executive agencies, including the Military Departments. This list is for information only, and does not replace or supplement the lists maintained by the various agencies.

* * * * *

2. In § 1.701(a)(2), subdivision (ii) (e) is revised and present (e) and (f) are redesignated as (f) and (g) respectively, also subdivision (iv)(g) is revised, as follows:

§ 1.701–1 Small business concern.

(a) * * *

(2) *Industry small business size standards.* * * *

(ii) *Manufacturing industries.* * * *

(e) Rebuilding of machinery on a factory basis. Any concern bidding on a contract for the rebuilding of machinery or equipment on a factory basis is classified as small business provided, the purpose of the rebuilding is to restore such machinery or equipment to as serviceable and as like new condition as possible and the number of employees does not exceed the number of employees specified for the classification code applicable to the manufacturer of the original item. The size standard is not limited to concerns who are manufacturers of the original item but is applicable to all bidders or offerors. The term "rebuilding on a factory basis" as used in this subsection does not include ordinary repair services such as those involving minor repair and/or preservation operations.

(f) Manufacturing industries listed in § 1.701–4. For a product classified within an industry listed in § 1.701–4, the number of employees of the concern and its affiliates must not exceed the small business size standard established therein for that industry.

(g) Manufacturing industries not listed in § 1.704–4. For a product classified within an industry not set forth in this paragraph or in § 1.701–4, the number of employees of the concern and its affiliates must not exceed 500 persons.

* * * * *

(iv) *Services industries.* * * *

(g) Any concern bidding on a contract for food services is classified as small if its average annual sales or receipts for its preceding 3 fiscal years do not exceed $4 million.

* * * * *

3. Section 1.703(b) is revised; in § 1.704–3(b) a new subparagraph (13) is added; §§ 1.705–4(c) (4), (5), and (6), 1.705–5, 1.707–4 are revised; in § 1.805–3 (a) a new subparagraph (4) is added; §§ 1.805–4, 1.908–5(a)(2), 1.1101, 1.1102, 1.1103, and 1.1104 are revised, as follows:

§ 1.703 Determination of status as small business concern.

* * * * *

(b) *Representation by a bidder or offeror.* Representation by a bidder or offeror that it is a small business concern shall be effective, even though questioned in accordance with the terms of this paragraph, unless the SBA, in response to such question and pursuant to the procedures in subparagraph (3) of this paragraph, determines that the bidder or offeror in question is not a small business concern. The controlling point in time for a determination concerning the size status of a questioned bidder or offeror shall be the date of award, except that no bidder or offeror shall be eligible for award as a small business concern unless he has, or unless he could have (in those cases where a representation as to size of business has not been made), in good faith represented himself as a small business prior to the opening of bids or closing date for submission of offers (see § 2.405(b) of this chapter with respect to minor informalities and irregularities in bids). A representation by a bidder or offeror that it is a small business concern will not be accepted by the contracting officer if it is known that such concern has previously been finally determined by SBA to be ineligible as a small business for the item or service being procured, and such concern has not subsequently been certified by SBA as being a small business.

* * * * *

§ 1.704–3 Small business specialists.

* * * * *

(b) * * *

(13) When a small business firm's bid has been rejected for nonresponsiveness or nonresponsibility, the small business specialist, upon request, shall aid, counsel and assist that small business firm in understanding requirements for responsiveness and responsibility so that the firm may be able to qualify for future awards.

§ 1.705–4 Certificates of competency.

* * * * *

(c) * * *

(4) A referral need not be made to the SBA if the contracting officer certifies in writing, and his certificate is approved by the chief of the purchasing office, that the award must be made without delay, includes such certificate and supporting documentation in the contract file, and promptly furnishes a copy to the SBA. Contracting officers shall, immediately upon receipt of sufficient information, make a determination concerning the responsibility of the low responsive prospective small business contractor. If a contracting officer makes a determination of nonresponsibility, and if only capacity or credit considerations are involved, he shall promptly refer to SBA for Certificate of Competency consideration unless he executes a documented certificate of urgency indicating the specific reasons why an award must be made without the delay incident to referral to SBA. Referral of a case to SBA or execution of a certificate of urgency shall not be deferred pending investigation and determination of the responsibility of other offerors.

(5) A referral need not be made to the SBA if a contracting officer determines a small business concern nonresponsible pursuant to § 1.903–1(5) and such determination is approved by the head of the procuring activity or his designee.

(6) A determination by a contracting officer that a small business concern is not responsible pursuant to § 1.903–1 (3) and (4), must be supported by substantial evidence documented in the contract files. These factors of responsibility are not covered by the certificate of competency procedure, but are for determination by the contracting officer, and approval by the head of the procuring activity or his designee. Concurrent with the contracting officer's submission of such determination of nonresponsibility to the head of the procuring activity or his designee for approval, the contracting officer shall transmit a copy of the documentation supporting the determination that a small business concern is not responsible for reasons other than deficiencies in capacity or credit to the assigned SBA representative or to the nearest SBA Regional Office and to the appropriate Departmental Small Business Advisor identified in § 1.704–2. The documentation transmitted to the SBA shall include: Two copies of the solicitation, and one copy of the preaward survey findings, pertinent technical and financial information, the abstract of bids, if available, and other pertinent information which supported the contracting officer's determination of nonresponsibility for reasons other than capacity and credit. The SBA office receiving the documentation shall, within 5 working days, notify the contracting officer in writing of the SBA's intent to appeal to the head of the procuring activity or his designee with information and recommendations which would materially bear on any approval action being considered by the head of the procuring activity or his designee. Within 10 days of the SBA's written notification to the contracting officer, the SBA shall present to the head of the procuring activity or his designee the appeal in writing. Such appeal shall contain the basis for the SBA position.

and include statements from the small business concern as to tenacity, integrity noted in the contracting officer's determination have been or will be eliminated. After consideration of the appeal, the decision by the head of the procuring activity or his designee shall be final. If the contracting officer does not receive notification within 5 working days specified above that the SBA intends to appeal, it shall be deemed that the SBA does not intend to file such an appeal. The procedures of 1.705–4(c)(4) apply if the award must be made without delay.

* * * * *

§ 1.705–5 Contracting with the Small Business Administration.

(a) *Authority.* In accordance with section 8(a) of the Small Business Act (15 U.S.C. 637(a)), in any case in which the Administrator of the Small Business Administration (SBA) certifies to the Secretary concerned that the SBA is competent to perform any specific contract, the contracting officer is authorized, in his discretion, to award the contract to the SBA in accordance with the terms and conditions of this section and such others as may be agreed upon between the SBA and the contracting officer.

(b) *Policy.* It is the policy of the Department of Defense to enter into contracts with the SBA to foster or assist in the establishment or the growth of small business concerns as designated by the SBA so that these concerns may become self-sustaining, competitive entities within a reasonable period of time. The SBA is empowered to arrange for the performance of such contracts by negotiating or otherwise letting contracts to small business concerns or others. It is the stated policy of the SBA to contract with only those small firms which have submitted a written business plan specifically outlining a reasonable approach to the attainment of the policy objectives of this section. This business plan, if approved by the SBA, will be the basis for DOD's consideration of participation in a section 8(a) program for the firm. In the execution of this policy, the SBA will furnish to the Directorate for Small Business and Economic Utilization Policy, Office of the Assistant Secretary of Defense (Installations and Logistics), its proposal for supporting the approved plan, showing at least the following information:

(1) The background and ownership of the firm;

(2) How and when the firm is expected to become a self-sustaining, competitive entity;

(3) The extent to which procurement assistance is needed and an identification of the requirements sought from the Department of Defense (The identification of the supplies or services which the SBA may require in connection with a small firm's business plan will be developed by SBA representatives. This may be accomplished through liaison with appropriate procuring activities either before or after SBA's approval of a small firm's business plan as the SBA may elect. Small business and labor surplus area specialists at procuring activities shall cooperate and assist SBA representatives in developing identifying information for the requirements being sought from the procuring activity. To the extent possible, identifying information should be definitive and include, if available, purchase descriptions or Federal stock numbers. The small business and labor surplus area specialist shall, when practicable and feasible, arrange for such additional assistance as may be required, from procurement, technical and supply management officials in order that the development of the identifying information may be meaningful. Current and future requirements of a small firm's business plan, if identified in meaningful terms will enable the Department of Defense to relate the items to present and future procurement requirements.); and

(4) If the firm is currently in existence, the present production capacity and related facilities and how any additional facilities needed will be provided.

(c) *Procedures.* The Director for Small Business and Economic Utilization Policy, OASD (I&L), will coordinate the requirements of the SBA approved business plan with the Departments through Departmental Small Business or Economic Utilization advisors. The Department concerned will evaluate and make recommendations as to whether or to what extent that Department can support the SBA requested commitments as procurement assistance. In making such comments and recommendations, consideration shall be given to:

(1) Estimated total quantities of the identified items planned for procurement in the current fiscal year and, to the extent known, future fiscal years;

(2) Required monthly rates of production and delivery schedules;

(3) Items of similar complexity and nature if there are no known requirements of the specifically identified items;

(4) Problems encountered in prior production of the items either by the proposed contractor or other contractors;

(5) Impact if items are urgent or if slippage in delivery occurs;

(6) Impact if items were procured historically by small business or labor surplus area set-aside; and

(7) Any other information concerning the items or the proposed contractor which is pertinent to the evaluation of the requested commitments.

After the requested commitments have been coordinated and Departmental recommendations and comments have been received and considered, the Director for Small Business and Economic Utilization Policy, OASD (I&L), will notify the Office of Business Development, SBA, Washington, D.C., and the appropriate Departmental Small Business or Economic Utilization advisor of the extent to which contracts wil be placed with SBA as requested. This notification represents a firm commitment of the Department of Defense to place contracts with SBA: *Provided*, That there is no material change in requirements, availability of funds, and other pertinent factors. Upon receipt of the notification, the Departments will direct the appropriate procuring activities to reserve the initially identified requirements for negotiation of a section 8(a) award to SBA. Within 10 working days after receipt of the notice, SBA will establish contact with the designated procuring activity and initiate negotiation of the section 8(a) contract in support of the SBA requested commitments. If negotiations with the procuring activity have not been initiated by SBA within the time indicated, the procuring activity will notify the Departmental Small Business or Economic Utilization advisors of the intent to proceed with the procurement without further regard to the section 8(a) procedures, unless additional time is requested by SBA and such additional time can be granted considering the urgency of the requirement. When satisfactory terms and conditions, including price, have been negotiated, considering the estimated costs of SBA's prospective contractor, the contracting officer shall proceed with the award of a contract to SBA, after approval has been obtained from: Department of the Army, the Director of Material Acquisition, OASA (I&L); Department of the Navy, the Director of Procurement, OASN (I&L); Department of the Air Force, SAFIL; Defense Supply Agency, the Executive Director of Procurement and Production. For follow-on year procurements in support of the SBA requested commitment, the SBA will initiate individual requests to the Director for Small Business and Economic Utilization Policy for each ensuing section 8(a) contract. This process will permit, prior to actual negotiations of follow-on section 8(a) awards, the Departments to verify the availability of requirements, funding and other pertinent factors. It will be the responsibility of SBA to provide certification to the Secretary of the Department, with a copy of the certification to the designated procuring activities.

(d) *Contract format.* To assist the SBA, DOD procuring agencies shall prepare two contract sets as follows:

(1) Prepare Standard Form 26 and Standard Form 36 Continuation Sheets for use by the SBA with the SBA's contractor. The Standard Form 26 shall show "15 U.S.C. 637(a)(2)" in block 3 and contain all of the information required with the exception of the following, which will be inserted by the SBA:

(i) Block 1, the SBA contract number;

(ii) Block 2, the effective date;

(iii) Block 24, the signature of SBA's contractor;

(iv) Block 25, the SBA contractor's date;

(v) Block 27, the signature of SBA's contracting officer;

(vi) Block 28, the name of SBA's contracting officer; and

(vii) Block 29, the date signed.

The Standard Form 36 shall incorporate the general provisions of Standard Form 32, including DOD alterations thereto, and other appropriate provisions as required, recognizing that this Standard Form 36 will be executed between the SBA and the SBA's contractor. The contract set prepared as shown herein will

be provided to the SBA at the time distribution of the contract set prepared in accordance with subparagraph (2) of this paragraph.

(2) Prepare a Standard Form 26 with Standard Form 36 Continuation Sheets for execution with the SBA. The general provisions of this contract shall not be applicable to the SBA. This contract also shall contain the following clause:

It is agreed that the provisions of the "Termination for Convenience of the Government," "Changes," "Disputes," and "Default" clauses which are included in the contract between the Small Business Administration and its Contractor shall be invoked in appropriate cases when requested by the Contracting Officer. If the SBA does not agree with the Contracting Officer's request, the case shall be referred to the Secretary for decision.

(e) *Contract administration.* Contract administration functions will be performed by the cognizant contract administration office as listed in DOD Directive 4105.59–H. Since the contractual relationship between SBA and its contractor would be analogous to that of a PCO and a prime contractor, the contract administration assignment shall include all functions as required by ASPR and shall relate to the location of SBA's contractor.

(f) *Execution and distribution of procurement documents.* (1) Execution and distribution of procurement documents shall be in accordance with ASPR section XX, part 4.

(2) SBA shall be responsible for effecting execution and distribution to the DOD procuring activities and others of the documents prepared for the SBA in paragraph (d)(1) of this section.

(3) Procurement activities will provide the SBA with additional copies of the documents prepared in accordance with paragraph (d)(2) of this section, upon request from the SBA.

* * * * *

§ 1.707–4 Responsibility for reviewing the Subcontracting Program.

(a) *Prime Contractor's Program.* The Department responsible for contract administration at a particular location shall have sole responsibility for reviewing a contractor's Small Business Subcontracting Program at that location. Small Business Administration representatives shall be invited to participate in these reviews.

(b) *Subcontractor's Program.* Promptly upon notification by the prime contractor of the placement of a subcontract requiring the subcontractor to establish such a program in accordance with the clause in § 1.707–3(b), the administrative contracting officer shall either assume responsibility for review of the subcontractor's program or request the cognizant Department of Defense component responsible for contract administration of the subcontractor to assume this responsibility, in accordance with the policy set forth in paragraph (a) of this section. The review of the subcontractor's program shall be made in accordance with paragraph (c) of this section.

(c) *Procedures for conducting review.* The responsible Department shall conduct periodic reviews to determine the adequacy of the contractor's (including subcontractor's) Small Business Subcontracting Program. The following factors shall be considered:

(1) The extent to which the contractor pursues an energetic program to locate additional small subcontract sources, including utilization of the services of the Contract Administration Office, the Small Business Administration, and appropriate media such as the Commerce Business Daily;

(2) The contractor's efforts to place with small business concerns developmental type work likely to result in later production opportunities;

(3) The contractor's policy and practices in providing financial, engineering, technical, or managerial assistance to small subcontractors;

(4) The contractor's efforts to break out components of large systems in order to promote broader competition and greater opportunities for potential small subcontractors;

(5) The extent to which top management supports the program by issuing oral and written policy statements and holding periodic training and discussion meetings for personnel;

(6) The extent of contractor participation in defense procurement conferences, vendor open-house days, and similar meetings designed to provide an "open door" to small companies seeking subcontract work;

(7) The adequacy of justification in procurement files for decisions not to solicit small business on individual procurements;

(8) The extent to which the contractor considers small business interests in make-or-buy decisions;

(9) The extent to which the contractor has taken corrective action to remedy deficiencies in his program which were previously called to his attention;

(10) The accuracy of the contractor's records of size status of subcontractors;

(11) Other unusual efforts to promote the program which exceed contractual requirements.

A written report of each review shall be prepared indicating the extent of compliance with all contractual provisions pertaining to the assistance of small business. The specific areas of deficiency or superior performance of the contractor, as appropriate, shall be documented. A summary of the findings and recommendations in these reviews shall normally be sent to the contractor's corporate office or to the plant if a plant review was involved. Any deficiencies in the prime contractor's program shall be brought to the attention of the contractor's designated liaison officer with a request for corrective action. In addition to the distribution outlined above, written reports of reviews shall be maintained in the cognizant contract administration office. These reports shall be made available to small business specialists and contracting officers upon request. (See § 3.808–5(d)(2) of this chapter.)

§ 1.805–3 Required clauses.

(a) * * *

(4) Contracts with the petroleum and petroleum products industry.

* * * * *

§ 1.805–4 Responsibility for reviewing subcontracting Program.

Only one Department shall be responsible for reviewing a contractor's Labor Surplus Area Subcontracting Program. Departmental responsibility shall be assigned and carried out in accordance with § 1.707–4. The criteria to be used in reviewing a contractor's Labor Surplus Area Subcontracting Program shall be in general accordance with the factors listed in § 1.707–4(c), except that the contractor's efforts shall be evaluated in light of actions taken to promote subcontracting to labor surplus area concerns.

§ 1.908–5 Performance evaluation of construction contractors.

(a) * * *

(2) Performance evaluation reports will also be prepared, at the time of termination, for every construction contract over $2,000 that is terminated for default and for every construction contract of $100,000 or more that is terminated for the convenience of the Government.

* * * * *

§ 1.1101 General.

(a) It is sometimes necessary to test products in advance of any procurement action to determine if a product is available that will meet specification requirements. In such cases, the specification may require qualification of the product. Qualification is the entire process by which products are obtained from manufacturers or distributors, examined and tested for compliance with specification requirements, and then identified on a list of qualified products. Qualification is performed in advance and independent of any specific procurement action.

(b) A Qualified Products List (QPL) identifies the specification, manufacturer or distributor, item by part or model number or trade name, place of manufacture, and the test report involved. Suppliers whose products have successfully passed qualification and who furnish evidence thereof are eligible for award although not yet included on the QPL.

(c) Chapter IV of the Defense Standardization Manual 4120.3–M (formerly M200) is the basic instruction concerning qualified products and qualification procedures. Specifications which require a QPL are identified in the Department of Defense Index of Specifications and Standards. Copies of the Index and the Manual 4120.3–M may be purchased by the public from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

§ 1.1102 Responsibility for qualification.

A Federal or Military specification is the only medium for establishing a requirement for qualification. The preparing activity identified in the specification is responsible for qualification.

§ 1.1103 Justification for inclusion of qualification requirements.

Subject to aproval by: in case of the Army, the Logistic Data Management Office, AMC; in the Navy, the Chief of Naval Material; and in the Air Force, Directorate of Procurement Policy (AF SPPE), Standardization Group, Headquarters, USAF; and in the Defense Supply Agency, the Executive Director Procurement and Production, a qualification requirement may be included in a specification when one or more of the following conditions exist.

(a) The time required to conduct one or more of the examinations and tests to determine compliance with all the technical requirements of the specification will exceed 30 days (720 hours). (Use of this justification should advance product acceptance by at least 30 days (720 hours).)

(b) Quality conformance inspection would require special equipment not commonly available.

(c) It covers life survival or emergency life saving equipment. (See § 1.1902(b)(2).)

§ 1.1104 Availability of lists.

Qualified products lists are intended for the use of the Government and its contractors, subcontractors, prospective bidders, and suppliers. Lists may be obtained by prospective bidders or suppliers who require these lists in furnishing supplies or services to the Government or its contractors. Lists are also available to the public upon request. When a person is provided with, or given access to, a qualified products list he should be advised as follows:

(a) The list has been prepared for use by or for the Government in the procurement of products covered by the specification and such listing of a product is not intended to and does not connote indorsement of the product by the Department of Defense;

(b) All products listed have been qualified under the requirements for the product as specified in the latest effective issue of the applicable specification;

(c) The list may be revised or amended as necessary, and subject to change without notice;

(d) The listing of a product does not release the supplier from compliance with the specification requirements; and

(e) Use of the information for advertising or publicity purposes is permitted: *Provided*, That such publicity or advertising does not state or imply that the product is the only product of that type so qualified or that the Department of Defense in any way recommends or endorses the manufacturer's product.

4. Sections 1.1107–2, 1.1111, 1.1902(c), 1.1903, and 1.1904 are revised.

§ 1.1107–2 Contract provisions.

(a) When qualified end products are to be procured by the Government, insert the following provision in the solicitation:

NOTICE—QUALIFIED END PRODUCTS (DECEMBER 1969)

Awards for any end items which are required to be qualified products will be made only when such items have been tested and are qualified for inclusion in a Qualified Products List identified below (whether or not actually included in the List) at the time set for opening of bids, or the time of award in the case of negotiated contracts. Offerors should contact the office designated below to arrange to have the products which they intend to offer tested for qualification.

The offeror shall insert the item name and the test number (if known) of each qualified product in the blank spaces below.

Item name	*Test No.*

Offerors offering products which have been tested and qualified, but which are not yet listed, are requested to submit evidence of such qualification with their bids or proposals, so that they may be given consideration. If this is a formally advertised procurement, any bid which does not identify the qualified product being offered, either above or elsewhere in the bid, will be rejected.

Any change in location or ownership of the plant at which a previously approved product is, or was, manufactured requires reevaluation of the qualification. Such reevaluation must be accomplished prior to the bid opening date in the case of advertised procurements and prior to the date of award in the case of negotiated procurements. Failure of offerors to arrange for such reevaluation shall preclude consideration of their offers.

Contracting officers shall identify, following the above notice, each Qualified Products List involved and give the name and address of the office, as identified in the specification, with which manufacturers should communicate.

(b) When qualified products are to be procured as components of end items, insert the following provision in the solicitation:

QUALIFIED PRODUCTS—COMPONENTS (DECEMBER 1969)

When any of the end items which are to be supplied to the Government by the Contractor will contain one or more components which are required by the applicable specification to be qualified products, such components shall have been tested and shall be qualified for inclusion in the Qualified Products List (whether or not actually included in the List) at the time of award of any subcontract by the Contractor for such components, or, in the event the Contractor plans to manufacture such components himself, shall have been so tested and have so qualified before the Contractor begins to manufacture such components for performance of this contract (not before manufacture of the prototype, preproduction model, or first article, for qualification testing). Unless required for interchangeability or compatibility, the Contractor shall not cite brand names from any Qualified Products List in any subcontract solicitation, but shall refer to the pertinent military specification so that optimum competition may be obtained. Delay resulting from the Contractor awaiting qualification approval by the Government of a component shall not constitute excusable delay when a previously qualified component could have been procured in time to meet the end item delivery schedule.

Any change in location or ownership of the plant at which a previously approved product is, or was, manufactured requires reevaluation of the qualification. Such reevaluation must be accomplished prior to the award of any subcontract by the Contractor for such components or prior to the beginning of manufacture if the Contractor manufactures such components himself.

§ 1.1111 Misuse of qualified products list information.

Misuse of qualified products list information, such as for advertising or publicity purposes contrary to that permitted in § 1.1104(e), shall be reported promptly to the preparing activity.

§ 1.1902 General.

* * * * *

(c) Pending approval of the first article, acquisition of materials or components, or commencement of production is normally at the sole risk of the contractor. In such cases, the delivery schedule shall provide sufficient time for acquisition of materials and components, and production after notification of first article approval. When requirements necessitate a production delivery schedule which does not provide sufficient time for the contractor to perform on this basis, the contracting officer may, prior to approval of the first article, authorize the contractor to acquire specific materials or components or commence production to the extent essential to meet the production delivery schedule. Costs incurred based on such authorization are allocable to the contract prior to first article approval for purposes of progress payments, if progress payments are authorized by the contract, and termination settlements in the event the contract is terminated for the convenience of the Government. This authorization may be given to a contractor only after approval at a level higher than the contracting officer. When a need for this authorization is anticipated, the First Article Approval clause included in the solicitation (see § 1.1903(c)(2) shall be modified as shown in § 7.104–55(c) of this chapter.)

§ 1.1903 Fixed-price type contracts.

(a) The solicitation for a fixed-price type contract which is to contain a requirement for first article approval shall inform bidders or offerors that where supplies identical or similar to those called for have been previously furnished by the bidder or offeror and have been accepted by the Government, the requirement for first article approval may be waived by the Government. To permit proper evaluation of bids or offers where one or more bidders or offerors may be eligible to have first article approval tests waived, the solicitation shall permit the submission of alternative bids or offers—one including first article approval tests and the other excluding such tests; shall state clearly the relationship of the first article to the contract quantity (see paragraph (e) of the contract clauses in § 1.1906), and shall provide for:

(1) Delivery schedules for the production quantity in accordance with § 1.305; as appropriate, the delivery schedules—

(i) May be the same whether or not first article approval is waived, or

(ii) May provide for a shorter delivery schedule where the first article approval is waived and earlier delivery is in the interest of the Government: *Provided*, That in the latter case any difference in delivery schedules resulting from a waiver of first article approval shall not be a factor in evaluation for award. The delivery schedule based on first article approval shall provide sufficient time for acquisition of material and production after notification of first article approval. The delivery schedule for the first article itself shall be set forth in the First Article Approval clause;

(2) The submission of the contract numbers, if any, under which identical or similar supplies were previously accepted from the bidder or offeror by the Government; and

(3) If the Government is to be responsible for first article testing, the cost to the Government of such testing shall be a factor in the evaluation of the bids and proposals to the extent that such cost can be realistically estimated. This estimate shall be documented in the contract file and clearly set forth in the solicitation as a factor which will be considered in evaluating the bids or proposals.

(b) Where it is known that first article approval will be required of all bidders or offerors, the provisions of paragraph (a) of this section will not apply.

(c) The solicitation shall also:

(1) State whether an approved first article shall serve as a manufacturing standard; and

(2) Include the applicable clause set forth in § 7.104–55 of this chapter, designating whether the contractor or the Government is responsible for first article approval testing—

(i) When the contractor is responsible for such testing, the solicitation and resulting contract shall contain or reference:

(*a*) The performance or other characteristics which the first article must meet, and

(*b*) The detailed technical requirements for first article approval tests, including the necessary data to be submitted to the Government in the first article approval test report.

(ii) When the Government is responsible for such testing, the solicitation and resulting contract shall contain or reference:

(*a*) The performance or other characteristics which the first article must meet in order to be approved, and

(*b*) The test to which the first article will be subjected.

§ 1.1904 Cost reimbursement type contracts.

When first article approval tests are required in cost-reimbursement type contracts, the applicable clause in § 7.104–55 of this chapter, appropriately modified, shall be included.

PART 2—PROCUREMENT BY FORMAL ADVERTISING

5. Section 2.407–8 is added.

§ 2.407–8 Protests against award.

(a) *General.* (1) Contracting officers shall consider all protests or objections to the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot otherwise be resolved, written confirmation of the protest shall be requested. The protester shall be notified in writing of the final decision on the written protest. (See § 1.308(b)(i) of this chapter.) See § 1.703(b) of this chapter for protests of small business status.) An interested party wishing to protest to the Comptroller General of the United States against an award of a contract should do so in accordance with General Accounting Office Regulations, Title 4, Chapter 1, Part 20 of the Code of Federal Regulations.

(2) Where a protest, before or after award, has been lodged with a higher authority or the Comptroller General and the contracting officer is requested to submit a report, the file should include:

(i) A copy of the protest;

(ii) A copy of the bid submitted by the protesting bidder and a copy of the bid of the bidder who is being considered for award, or whose bid is being protested;

(iii) A copy of the invitation for bids including the specifications or portions thereof relevant to the protest;

(iv) A copy of the abstract of bids or relevant portions thereof;

(v) Any other documents which are relevant to the protest; and

(vi) A statement signed by the contracting officer setting forth his findings, actions, and recommendations in the matter together with any additional evidence or information deemed necessary in determining the validity of the protest. The statement shall be fully responsive to the allegations of the protest. If the award was made after receipt of the protest, the contracting officer's report will include the determination prescribed in paragraph (b)(3) of this section.

(3) Other persons, including bidders, involved in or affected by the protest shall be given notice of the protest. They shall also be advised that they may submit their views and relevant information to the contracting officer within a specified period of time, normally within one week, and that copies of such submissions should be furnished directly to the General Accounting Office when the protest has been filed with that office.

(4) Timely action on protests is essential to avoid undue delay in procurements and to assure fair treatment to protesting firms or individuals. Accordingly, protests should be handled on a priority basis. Upon receipt of informal advice that a protest has been filed with the General Accounting Office, the contracting officer shall immediately begin compiling the information necessary for a report to that office. To expedite processing, the Departmental official who furnishes the Department's report to the General Accounting Office (GAO) should upon request of the protester or the GAO simultaneously furnish a copy (except for classified or privileged information) to the protester, and advise the GAO that this has been done. In such cases, the protester shall be requested to furnish a copy of any comments on the administrative report directly to the General Accounting Office as well as to the contracting officer.

(5) To facilitate these submissions to the GAO, each Department shall furnish the GAO with the name, title, and telephone number of one or more officials whom the GAO may contact regarding protests.

(b) *Protests before award.* If award has not been made, the contracting officer may require that written confirmation of an oral protest be submitted by a specified time and inform the protester that award will be withheld until the specified time. If the written protest is not received by the time specified, the oral protest may be disregarded and award may be made in the normal manner unless the contracting officer, upon investigation, finds that remedial action is required, in which event such action shall be taken.

(1) In appropriate cases, notice of a protest will be given to bidders affected thereby. For example, when a protest against the making of an award is received and the contracting officer determines to withhold the award pending disposition of the protest, the bidders whose bids might become eligible for award should be informed of the protest and requested, before expiration of the time for acceptance of their bids, to extend the time for acceptance (with consent of sureties, if any) in order to avoid the need for readvertisement. In the event of failure to obtain such extension of bids, then consideration should be given to proceeding with award under subparagraph (3) of this paragraph.

(2) Where a protest has been received before award, the views of the Office of the Comptroller General regarding the protest should be obtained before award whenever such action is considered to be desirable. Where it is known that a protest against the making of an award has been lodged directly with the Comptroller General, a determination to make award under subparagraph (3) of this paragraph must be approved at an appropriate level above that of the contracting officer, in accordance with Departmental procedures. While award need not be withheld pending final disposition by the Comptroller General of a protest, a notice of intent to make award in such circumstances shall be furnished the Comptroller General, and formal or informal advice should be obtained concerning the current status of the case prior to making the award.

(3) Where a written protest against the making of an award is received, award shall not be made until the matter is resolved, unless the contracting officer determines that:

(i) The items to be procured are urgently required; or

(ii) Delivery of performance will be unduly delayed by failure to make award promptly; or

(iii) A prompt award will otherwise be advantageous to the Government.

If award is made under subdivision (i), (ii), or (iii) of this subparagraph, the contracting officer shall document the file to explain the need for an immediate award, and shall give written notice of the decision to proceed with the award to the protested and, as appropriate, to others concerned.

PART 3—PROCUREMENT BY NEGOTIATION

6. In § 3.101 the introductory text is revised; § 3.205–1 is revised; in § 3.404–3 a new paragraph (c) is added; in § 3.408 paragraph (c)(3) is amended and a new paragraph (d) is added, and present paragraph (d) is redesignated as (e) as follows:

§ 3.101 Negotiation as distinguished from formal advertising.

Except as provided by § 3.805–1(c), whenever supplies or services are to be procured by negotiation (see Subparts A and B, Part 16 of this chapter), price quotations, supported by statements and analyses of estimated costs or other evidence of reasonable prices and other vital matters deemed necessary by the contracting officer (see § 3.807), shall be solicited from the maximum number of qualified sources of supplies or services consistent with the nature of and requirements for the supplies or services to be procured, in accordance with the basic policies set forth in Subpart C, Part 1 of this chapter (for research and development, see § 4.106 of this chapter), to the end that the procurement will be made to the best advantage of the Government, price and other factors considered. Unless award without written or oral discussion is permitted under § 3.805–1(a), negotiation shall thereupon be conducted, by contracting officers and their negotiators, with due attention being given to the following and any other appropriate factors:

* * * * *

§ 3.205–1 Authority.

Pursuant to the authority of 10 U.S.C. 2304(a)(5), purchases and contracts may be negotiated if—

For any service by a university, college, or other educational institution.

§ 3.404–3 Fixed-price contract with escalation.

* * * * *

(c) *Clause.* One of the clauses set forth in § 7.106 or § 7.107 of this chapter shall be used in accordance with the instructions contained therein. If none of these clauses is applicable, an escalation clause approved by the Department concerned may be included.

§ 3.408 Letter contract.

* * * * *

(c) *Limitations.* * * *

(3) A letter contract shall include an agreement between the Government and the contractor as to the date by which definitization is expected to be completed and a definitization schedule, as required by § 7.802–5 of this chapter. This date shall be prior to:

* * * * *

(d) *Definitization.* A letter contract shall be superseded by a definitive contract at the earliest practicable date and not later than the target date established in the Definitization clause or any extension thereof by the contracting officer. To cover unusual cases in which the Government and the contractor, after exhausting all reasonable efforts, cannot negotiate a definitive contract because of failure to reach agreement as to price or fee, the clause in § 7.802–5 requires the contractor to proceed with the work and gives the contracting officer the right, with approval of the head of the procuring activity, to determine a reasonable price or fee in accordance with Subpart H, Part 3 and Part 15 of the chapter, subject to the Disputes clause.

(e) *Content.* Letter contracts shall be specifically negotiated and, as a minimum, shall include the clauses required by Subpart H, Part 7 of this chapter. Whether executed on Standard Form 26 or Standard Form 30, a definitized contract will be numbered as a modification of the letter contract.

7. Sections 3.605–2, 3.605–3 (b)(1) and (f)(6)(vi), 3.605–6, 3.605–7, 3.608–2(b)(1)(vii), and 3.809 (b)(7) and (c)(1)(f) are revised as follows:

§ 3.605–2 Limitation on use.

A blanket purchase agreement may not be used when a call exceeds $2,500 except for subsistence items, in which case the Examination of Records clause in § 7.104–15 of this chapter shall be included in the agreement.

§ 3.605–3 Establishment of blanket purchase agreements.

* * * * *

(b) *Form.* (1) Except as provided in subparagraph (2) of this section, blanket purchase agreements shall be prepared and issued on DD Form 1155 (Order for Supplies or Services/Request for Quotations). Either the "General Provisions," DD Form 1155r, or the "Reverse of Order for Supplies or Services/Request for Quotations—Foreign," DD Form 1155r–1, as applicable, shall be used. Other applicable provisions of the blanket purchase agreement shall be set forth on the Standard Form 36 (Continuation Sheet) or on a blanket sheet of paper, including the following:

* * * * *

(f) *Terms and conditions.* * * *

(6) *Delivery tickets.* * * *

(vi) Quantity, unit price, and extension of each item less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems: *Provided,* That the invoice is itemized to show this information); and

* * * * *

§ 3.605–6 Receipt and acceptance of supplies or services.

Acceptance of supplies or services shall be indicated by signature and date on the appropriate form by the authorized Government representative after verification and notation of any exceptions. Use of the DD Form 250 Series, Material Inspection and Receiving Report (MIRR), shall be required by purchasing offices to document receipt and acceptance of supplies or services when the purchase is to be assigned to another activity for administration.

§ 3.605–7 Review procedures.

The contracting officer or his designated representative shall review the blanket purchase agreement files at least semiannually to assure that authorized procedures are being followed. When an activity ordering against a blanket purchase agreement does not come under the jurisdiction of the command of the contracting officer issuing the agreement, the command utilizing the blanket purchase agreement shall conduct the necessary review. In addition, the purchasing office which entered into the blanket purchase agreement shall also review and update, as required, each blanket purchase agreement at least annually.

§ 3.608–2 Order for Supplies or Services/Request for Quotations (DD Forms 1155, 1155r, 1155r–1; Standard Form 36; DD Form 1155c–1 and Standard Form 30).

* * * * *

(b) *Conditions for use.* (1) * * *

(vii) The Material Inspection and Receiving Report (MIRR) clause shall be inserted in the Schedule as provided by § 7.104–62 of this chapter when the purchase is to be assigned to another activity for administration. The clause may also be inserted when otherwise desired by the purchasing office.

* * * * *

§ 3.809 Contract audit as a pricing aid.

* * * * *

(b) *Auditor's reports on contract price proposals.* * * *

(7) The audit report, giving the financial effect of related technical and other evaluations, shall be forwarded by the auditor to the ACO with an advance copy direct to the PCO. The ACO shall transmit to the PCO his analysis of prices, the original audit report, related technical comments, and any other information or analyses specifically requested by the PCO and a description of cost or pricing data not submitted by the contractor but otherwise coming to the ACO which have a significant effect on the proposed cost or price. The ACO shall not modify the audit report. If any information disclosed subsequent to the receipt of the audit report is such as to significantly affect the audit findings, the ACO should promptly advise the auditor, who shall determine whether to issue a supplemental report. A copy of the ACO's submission shall be furnished to the contract auditor. If only an audit report is requested, it shall be transmitted directly, or through the liaison auditor, to the PCO, with a copy to the ACO. In conducting discussions with the contractor, the ACO should be governed by the instructions in subparagraphs (4) and

(8) of this paragraph applicable to the auditor.

* * * * *

(c) *Additional functions of the contract auditor.* (1) * * *

(i) The contract auditor is the authorized representative of the contracting officer for the purpose of examining reimbursment vouchers received directly from contractors, transmitting those vouchers approved for provisional payment to the cognizant disbursing officer and issuing DCAA Form 1, "Notice of Contract Costs Suspended and/or Disapproved," with a copy to the cognizant ACO, with respect to costs claimed but not considered allowable. In the case of costs suspended, if the contractor disagrees with the suspension action by the contract auditor and the difference cannot be resolved, the contractor may appeal in writing to the cognizant ACO, who will make his determination promptly in writing. In the case of costs disapproved, the DCAA Form 1 shall include the following statement:

As to any disapproved costs identified herein, this notice constitutes a final decision of the Contracting Officer, effective 60 days after the date of its receipt by the Contractor, unless the Contractor mails or furnishes to the cognizant Administrative Contracting Officer a written appeal before the expiration of such 60-day period. If this notice becomes a final decision of the Contracting Officer by virtue of expiration of the 60-day period, it may be appealed in accordance with the provisions of the "Disputes" clause of the contract identified above. If the Contractor decides to make such an appeal, written notice thereof (in triplicate) must be mailed or otherwise furnished to the Contracting Officer within 30 days from the date this decision becomes effective. Such notice should indicate that an appeal is intended and should reference this decision and identify the contract by number. The Armed Services Board of Contract Appeals is the authorized representative of the Secretary for hearing and determining such disputes. The Rules of the Armed Services Board of Contract Appeals are set forth in the Armed Services Procurement Regulation, Appendix A, Part 2.

If the contractor appeals in writing to the ACO from a disallowance action by the contract auditor within the 60-day period mentioned above, the ACO will make his determination in writing, as promptly as practicable, as a final decision of the contracting officer (see § 1.314 of this chapter re decisions under the Disputes clause) and mail or otherwise furnish a copy to the contractor. In those instances where the ACO does not sustain the contract auditor's disallowance the ACO shall document the contract file to set forth the specific reasons why reinstatement of the disallowed cost was considered appropriate. A copy shall be furnished to the contract auditor. In addition, the contracting officer may direct the issuance of DCAA Form 1, "Notice of Contract Costs Suspended and/or Disapproved," with respect to any cost that he has reason to believe should be suspended or disapproved. The contract auditor will approve fee portions of vouchers for provisional payment in accordance with the contract schedule and any instructions received from the administrative contracting officer. Completion vouchers shall be forwarded to the ACO for approval and transmittal to the cognizant disbursing officer.

* * * * *

PART 4—SPECIAL TYPES AND METHODS OF PROCUREMENT

8. Sections 4.116–3 and 4.116–4 (c), (d), and (e) are revised, as follows:

§ 4.116–3 Providing government production and research property.

See Subpart C, Part 13 of this chapter. Nonprofit institutions of higher education or nonprofit organizations whose primary purpose is the conduct of scientific research may acquire and be reimbursed therefor the cost of any item of equipment costing less than $1,000 consistent with § 15.303–4 and § 15.309–13, of this chapter subject to:

(a) Prior approval of the contracting officer of the acquisition, either on a line item basis, or for clearly defined classes of items; and

(b) A determination by the contracting officer that the proposed acquisition is essential to performance of the contract.

§ 4.116–4 Transfer of title to equipment to nonprofit educational or research institutions.

* * * * *

(c) *Transfer of title.* (1) Contracts with nonprofit institutions of higher education or nonprofit organizations whose primary purpose is the conduct of scientific research, shall provide, or shall be amended to provide, for transfer to contractors of title to each item of equipment having an acquisition cost of less than $1,000 and purchased with funds available for contracts for the conduct of basic and applied resea ch. Title to such equipment acquired pursuant to § 4.116–3 shall vest in the contractor upon acquisition. Title to such equipment already in the possession of the contractor shall be vested in the contractor at the time of amendment of the appropriate contract or as soon as practicable thereafter. A list of all such equipment shall be provided to the contracting officer within ten (10) days following the end of the calendar quarter in which the transfer of title occurs.

(2) With respect to equipment having an acquisition cost of $1,000 or more, contracts with such institutions and organizations may provide, or may be amended to provide, that the contracting officer may transfer title to the contractor. To the maximum extent possible, transfer of title should be effected at the beginning of the contract or upon acquisition of the equipment, but such transfer may be effected at the beginning, during the course of, or at the end of a contract provided:

(i) The equipment was purchased with contract funds allocated for basic or applied scientific research;

(ii) (*a*) Either the retention of title in the Government would create an administrative burden not warranted by the value of the equipment or compliance with Government contract requirements by the contractor would become prohibitively complicated or expensive, or

(*b*) It would be impractical or uneconomical to remove the equipment from the contractor's plant;

(iii) The transfer of title will further the scientific research objectives of the Department concerned; and

(iv) The transfer of title is not precluded by current or projected requirements of the Defense Department expected to materialize during the 12-month period following the donation decision as determined by:

(*a*) The Defense Industrial Plant Equipment Center (DIPEC), Memphis, Tenn. 38102, for industrial plant equipment having an acquisition cost of $1,000 or more, and identified by joint DOD Handbooks listed in § 13.312 of this chapter; or

(*b*) The Defense Supply Agency (DSA), DSAH–LSR, Cameron Station, Alexandria, Va. 22314, for automatic data processing equipment (ADPE) as defined in § 1.201–29 of this chapter (regardless of FSC).

(3) The contracting officer may, when provision is made therefor by contract, vest in the contractor title to any item of equipment having an acquisition cost of from $1,000 to $3,000, inclusive, following his written determination that the criteria in subparagraph (2) of this paragraph had been met. When the acquisition cost of an item of equipment is in excess of $3,000, the contracting officer may transfer title to the contractor upon the written approval of the head of the procuring activity or his designee. Such approval shall be given on the basis of the criteria in subparagraph (2) of this paragraph and only after considering whether transfer of title is consistent with any known need of the Department concerned. (No formal screening is required.) In addition, for items of equipment having an acquisition cost in excess of $25,000, the approval of designated representatives[1] of the Departments and Defense Agencies must be secured. Such approval shall be given within 60 days, but only after a reasonable check, commensurate with the value of the item involved, has established that there is no known requirement for the item within the respective Departments.

(4) When title to equipment is vested pursuant to subparagraph (1) or (2) of this paragraph, the contractor shall be

[1] In the case of the Department of the Army, the designee is Army Research Office, Office Chief of Research and Development, Washington, D.C. 20310.

In the case of the Department of the Navy, the designee is Chief of Naval Research, Office of Naval Research, Washington, D.C. 20390.

In the case of the Department of the Air Force, the designee is Commander, Office of Aerospace Research, 1400 Wilson Boulevard, Arlington, Va. 22209.

In the case of the Defense Supply Agency, the designee is Executive Director for Supply Operations, Defense Supply Agency, Cameron Station, Alexandria, Va. 22314; and in the case of DDR&E, the Director, Advanced Research Projects Agency.

without further obligation to the Government with respect to such equipment, except that the contractor must agree, as a condition to taking title, that no charge will be made to the Government for any depreciation, amortization, or use charge with respect to such equipment under any existing or future Government contract.

(5) Notwithstanding the provisions of § 4.116–4(c) (1), (2), or (3) relative to the transfer of title, in exceptional circumstances such as where the contractor is performing at a Government installation and there will be a continuing need for the equipment at that location following competition of the contract, title to such equipment need not be transferred to the contractor. Appropriate contractual modifications are authorized in such circumstances.

(d) *Requirement for a Letter of Assurance.* Vesting title to equipment pursuant to (c) is subject to the provisions of the Civil Rights legislation (42 U.S.C. 2000d). Before title is vested, the contracting officer must insure that the contractor has furnished a Letter of Assurance to the Department of Defense that provides: "No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment)." The Office of Aerospace Research (OAR), 1400 Wilson Boulevard, Arlington, Va. 22209, is responsible in the Department of Defense for obtaining and maintaining files of Letters of Assurance from nonprofit institutions of higher education and other nonprofit institutions. OAR will distribute, and periodically update, a list of institutions which furnished a Letter of Assurance. Contracting organizations may request a copy of this list; or at any time, inquire as to whether a particular institution has furnished the required Letter of Assurance. If transfer of title to equipment is contemplated and the contractor has not furnished a Letter of Assurance, the contracting officer will request, in writing, that OAR obtain a Letter of Assurance from the contractor. This request must give the complete mailing address of the contractor.

(e) *Contract clauses.* When it is anticipated that in connection with a contract, title to equipment may be vested in a contractor in accordance with this paragraph:

(1) In fixed-price type contracts, the alternate subparagraph (c)(2) of the clause in § 13.706 of this chapter shall be included.

(2) In cost-reimbursement type contracts, the addition to subparagraph (c) (1) of the clause in § 13.707 of this chapter shall be included.

(3) In facilities contracts, the clause in § 7.705–4 of this chapter shall be included.

PART 5—INTERDEPARTMENTAL AND COORDINATED PROCUREMENT

9. Sections 5.206 and 5.207 are revised; § 5.208 is revoked; §§ 5.404–1, 5.405, 5.903–2, 5.906, 5.907, and 5.1201–2 through 5.1201–8 are revised as follows:

§ 5.206 Personal property covered under mandatory GSA term contracts.

The items of personal property listed below are indicative of those for which General Services Administration sources are mandatory for maintenance, repair, rehabilitation, and reclamation services. They are not all inclusive. For detailed listings see the latest Federal Supply Catalog entitled "Guide to Sources of Supply and Service." Copies are available from GSA Regional Office and should be obtained by each installation and activity that may have need of such services. Copies of existing GSA Term Contract for these services are routinely forwarded by each GSA Regional Office to all affected Government activities within the respective regions.

SAMPLE LIST OF ITEMS

Adders, calculators, and comptometers.
Fire extinguishers (industrial and commercial).
Furniture (office, household, quarters, institutional, and hospital type).
Household appliances.
Mattresses.
Motors and generators (industrial and commercial).
Tires (except for aircraft).
Typewriters (manual and electric).
Watches and clocks (industrial and commercial).

§ 5.207 Order for services.

Orders for maintenance, repair, rehabilitation, or reclamation services from General Services Administration sources shall be placed as follows:

(a) *GSA repair facility.* A delivery order on Order for Supplies or Services/Request for Quotations (DD Form 1155) (see § 3.608–6 of this chapter) shall be submitted to the General Services Administration regional office which normally serves the procuring activity. Each delivery order which is subject to fiscal year limitations necessitating GSA procurement action to be completed not later than June 30 shall contain a notation to that effect.

(b) *Commercial sources.* Delivery orders on DD Form 1155 will be placed directly with contractors pursuant to GSA Term Contracts.

§ 5.208 Order for services. [Revoked]

§ 5.404–1 Mandatory procurement from Federal Prison Industries, Inc.

(a) Supplies listed in the Schedule shall be procured directly from Federal Prison Industries, Inc., using the procedures set forth in the Schedule of Products, when—

(1) The supplies are in classes assigned to GSA for procurement as listed in § 5.1201–8, and:

(i) Require overseas packaging and packing;

(ii) Are required in carload lots, as described in the Consolidated Freight Classification for the commmodity concerned;

(iii) Are required in less than carload lots, but are not stocked by General Services Administration Stores Depots; or

(iv) Meet the exception criteria set forth in § 5.1201–2(a).

(2) The supplies are in classes assigned to DOD activities for coordinated procurement and meet the purchase exception criteria set forth in §§ 5.1201–1 or 5.1201–2.

(b) Supplies listed in the Schedule of Products which are in GSA assigned classes and which do not meet the exceptions in paragraph (a)(1) of this section shall be ordered from GSA.

(c) Supplies listed in the Schedule of Products which are in classes assigned to DOD activities for coordinated procurement and which do not meet the exceptions referenced in paragraph (a)(2) of this section, shall be ordered from the coordinated procurement assignee. The coordinated procurement assignee shall procure such items in accordance with the procedures set forth in the Schedule of Products.

§ 5.405 Nonmandatory procurement of prison-made supplies.

Contracting officers are encouraged to utilize the facilities of Federal Prison Industries, Inc., to the maximum extent practicable in the procurement of supplies which are not listed in the Schedule, but which are nevertheless of a type manufactured in Federal penal and correctional institutions. However, such purchases shall be made only when the prices of Federal Prison Industries, Inc., do not exceed current market prices. Current market prices obtained informally, established catalog prices, recent procurement prices, or as a last resort prices obtained by informational quotations as provided in § 1.309 of this chapter may be used to ascertain whether procurement can be effected more cheaply from commercial concerns. Formal invitations for bids or requests for proposals shall not be used to determine whether or not the price of Federal Prison Industries, Inc., exceeds that of commercial concerns.

§ 5.903–2 Use of form.

Authorizations by the contracting officer shall be in writing, substantially in the form set out in § 5.906, and shall cite the contract number and in addition, the DOD Activity Address Directory (DSAH 4140.1, AR 725–60–1, MCO P4420.2H, CG 364, APM 75–6, NAVSUP PUB 5544) Activity Address Code to which the authorization applies, specify any applicable limitations, such as the items which may be ordered and the period of eligibility, and contain any other pertinent information including requirements relative to ordering, receiving, inspection, and payment.

§ 5.906 Form of authorization to contractors.

Subject: Authorization to Purchase from GSA Supply Sources

(Contractor's Name)

(Address)

1. You are hereby authorized to act for the Government (Department of the ---------) as follows:

a. The purchasing of property for acquisition under Contract No. ------ which is available for purchase by Government agencies either directly from the General Services Administration Stores Depots or under Federal Supply Schedules, subject to the limitations set forth herein.

b. The issuance of tax exemption certificates in lieu of the payment of State or other taxes for which the Government (Department of the ----------) is not liable on property purchased under this authorization.

2. a. Purchase Orders Under Federal Supply Schedule Contracts. Order will be placed in accordance with the terms and conditions of the attached Federal Supply Schedule and this authorization. A copy of the authorization shall be attached to the order (unless a copy was previously furnished to the Federal Supply Schedule contractor) and shall contain the following statement:

> This order is placed in behalf of the (insert name of department), in furtherance of U.S. Government Contract No. (insert contract number), pursuant to written authorization dated ----------, [[2]---------]. Title to property delivered hereunder shall vest in the U.S. Government. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

b. Purchase Orders for Items in the General Services Administration Stores Stock Catalog. Orders will be placed in accordance with the attached General Services Administration Stores Stock Catalog and this authorization. Include the address to which billings are to be sent. Bills are not issued by General Services Administration until after shipment has been made, and should therefore be paid promptly. Necessary adjustments if any will be made by General Services Administration subsequent to payment. All orders shall contain the following statement:

> This order is placed in behalf of the (insert name of department), in furtherance of U.S. Government Contract No. (insert contract number), pursuant to written authorization dated ----------, [[2]----------]. Title to property delivered hereunder shall remain in the U.S. Government.

3. (Other provisions.)

4. This authority hereby granted is not transferable or assignable.

5. The DOD Activity Address Directory (DODAAD) (DSAH 4140.1, AR 725-60-1, MCO P4420.2H, CG 364, AFM 75-6, NAVSUP PUB 5544)[3] Activity Address Code to which this Authorization applies is ----------.

6. This authorization expires ----------.

(Contracting Officer)

§ 5.907 Contract clause.

Insert the clause set forth in § 7.204-28 of this chapter in all cost-reimbursement type contracts under which the contractor may acquire supplies for the account of the Government. The last sentence of the clause shall be deleted in the case of facilities contracts.

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[2] Insert "a copy of which is attached," or "a copy of which you have on file," or other suitable language, as appropriate.

[3] The sponsoring service (see section I, Introduction to the DODAAD) assumes responsibility for monitoring and controlling all activity address codes utilized in the letters of authority.

§ 5.1201-2 Exclusions—Defense Supply Agency and General Services Administration assignments.

(a) *Optional exclusions.* With respect to commodity assignments made to the Defense Supply Agency or the General Services Administration, the following categories of service-managed items within an assigned class may be purchased by the Departments of the Army, Navy, or Air Force at their option:

(1) Items in a research and development stage—This exception permits the Military Departments to contract for research and development requirements, including quantities for testing purposes and items undergoing in service evaluation (not yet in actual production, but beyond prototype). The term "research and development" as used herein relates only to procurements described in Subpart A, Part 6 of this chapter. Generally, this exception can be used only when the procurement is covered by research and development funds; and

(2) Items peculiar to Nuclear Ordnance Materiel, because of design characteristics or because of test-inspection requirements which are controlled by the Atomic Energy Commission or by the DOD to insure reliability of nuclear weapons.

(i) This exception applies to all items designed for and peculiar to nuclear ordnance regardless of agency control, or to any item which requires test or inspection conducted or controlled by the AEC or DOD. The Defense Atomic Support Agency will have DOD procurement responsibility for all items assigned for integrated management in accordance with DOD Directive 5105.31.

(ii) This exception does not cover items used for both nuclear ordnance and other purposes if such items are not subject to the special testing procedures.

(3) Items to be procured under the authority of a determination and findings issued pursuant to 10 U.S.C. 2304(a)(12) and § 3.212, of this chapter. Classified Purchases (i.e., purchases or contracts classified "Confidential" or higher, or where because of other considerations, a contract should not be publicly disclosed.);

(4) Items to be procured under the authority of a determination and findings issued pursuant to 10 U.S.C. 2304(a)(14) and § 3.214 of this chapter, Technical or Specialized Supplies, requiring substantial initial investment or extended period of preparation for manufacture; and

(5) Items which are directly related to a weapon/defense/space system and which are design-controlled by, and procured from either the system manufacturer or a manufacturer of a major subsystem thereof.

(i) This exception is intended to cover a specific and relatively small portion of "weapon/defense/space system" related items. An exempted item must meet two conditions. First, it must be directly related to the weapons system. Secondly, it must be both design controlled and procured from the system or major subsystem contractor.

(ii) The exception is intended, for example, to permit a Service to contract for an item which it procures from an airframe manufacturer (as sole source), provided the airframe manufacturer is responsible for the design of the item. It would likewise pertain to a component of a Government furnished engine to be installed in the airframe, if the Service procures the component from the engine manufacturer and the engine manufacturer has design cognizance of the item.

(iii) The exception is not intended to cover the broad category of weapons related items but only that portion which is both procured from and design controlled by the system or major subsystem contractor.

(6) Items subject to rapid design changes or to continuous redesign or modification during the production and/or operational use phases which necessitate continual contact between industry and technical personnel of the requiring department to insure that the item procured is exactly what is required.

(i) This exception permits the Military Departments to contract for items or highly unstable design. Its use must be predicated on a determination that it is clearly impractical, both from a technical and contracting viewpoint, to refer the procurement to DSA or GSA. Thus, the possibility of a number of design changes occurring during the course of the contract is not in itself sufficient evidence for retention of the procurement. Neither is the fact that a procurement would possibly qualify for placement as a negotiated contract. Conversely, a procurement for an item covered by a reasonably firm specification which can be placed under the formal advertised procedure is prima facie evidence that the use of the exception is not valid.

(ii) This exception also applies to items requiring compatibility testing as a contract requirement: *Provided*, That such testing requires continual contact between industry and technical personnel of the requiring department.

(7) Containers procured only with items for which they are designed; and

(8) Emergency procurements, as determined by the requiring department:

(i) This exception permits the Services to make emergency procurements (valued at over $2,500) in the context of § 5.1103-4 "where the exigencies of the situation will not permit the delay incident to following the normal channels of single department procurement."

(ii) As a general rule, this exception should cover items only when they are readily available from commercial inventories or in current production. It should not be used with extended production lead time.

(iii) Unless the item is immediately available from a commercial source, emergency procurements should be coordinated with the cognizant DSA Center or GSA Support Region by telephone or other rapid communication prior to proceeding with the local procurement. This will serve the interests of the requiring department for the following reasons:

(a) The need may be satisfied immediately by diversion from a current DSA or GSA contract;

(b) The Center or the GSA Support Region may arrange to satisfy the requirement from other Military Department stocks or DSA/GSA stocks recently delivered under a DSA or GSA contract; and

(c) The Center or GSA Support Region may be able to "add on" to an existing DSA or GSA contract and obtain the material faster than the requiring department could by a unilateral procurement.

(9) Procurements of military service-managed or noncatalogued items not in excess of $2,500—This exception permits the Military Departments to procure a line item which does not exceed a value of $2,500. It does not apply to a line item valued at $2,500 or under which is included in a Federal Supply Schedule mandatory for use by DOD activities; and

(10) Noncatalog items in the nature of a one-time buy and not contemplated as an item in the supply system:

(i) This exception is intended to permit the Military Departments to contract for a nonrecurring requirement for a noncataloged item. "Not contemplated as an item in the supply system" as a practical matter means that the item is not in the supply system nor is such anticipated. This exception could cover a part or component for a prototype and such part or component may be stock numbered at a later date.

(ii) This exception may not be used to cover purchases of recurring requirements for an item based solely on the fact that the item is not stock numbered nor may it be used to purchase items which have only slightly different characteristics from previously cataloged items.

(b) *Defense Supply Agency and General Services Administration responsibility to procure excluded items upon request.* Items other than nuclear ordnance materiel which may be purchased by the other Military Departments at their option under paragraph (a) of this section shall be procured by the Defense Supply Agency or the General Services Administration at the request of the Military Departments.

(c) *Exclusions to Defense Supply Agency or General Services Administration assignments by agreement.* The Military Departments shall process to the appropriate Defense Supply Agency Center or General Services Administration Support Region for procurement those service-managed items which do not meet the exception criteria set forth in paragraph (a) of this section, unless by mutual agreement between the cognizant Military Service Inventory Manager and the Defense Supply Agency Center concerned, or the General Services Administration Support Region, the item is determined to be most satisfactorily procured on a Military Service basis. The Military Departments shall insure that subsequent procurements of items previously classified as exceptions under paragraph (a) of this section do in fact continue to meet the exception criteria at the time of the subsequent procurement. Otherwise, such procurements shall be forwarded to DSA or GSA for purchase.

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§ 5.1201–3 Department of the Army.

[FSC "P" after the FSC number indicates a partial FSC assignment]

Federal supply class code	*Commodity*
	Electronic Equipment—Each Department is assigned procurement responsibility for those items which the Department either designed or for which it sponsored development. See FSC 5821 under Navy listings for assignment of certain commercially developed radio sets (i.e., developed without the use of Government funds).
1005 P[1]	Guns, through 30 mm.—This partial FSC assignment applies to guns, through 30 mm. and parts and equipment therefor, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to naval ordnance type guns; MK 11 and MK 12, 20-mm. gun; and aircraft gun mounts.
1010 P[1]	Guns, over 30 mm., up to 75 mm.—This partial FSC assignment applies to guns, over 30 mm. and up to 75 mm., and parts and equipment therefor, as listed in Department of the Army Supply Manuals/Catalogs. It does not apply to naval ordnance type guns and aircraft gun mounts.
1015 P[1]	Guns, 75 mm. through 125 mm.—This partial FSC assignment applies to guns, 75 mm. through 125 mm., and parts and equipment therefor, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to naval ordnance type guns.
1020 P[1]	Guns over 125 mm. through 150 mm.
1025 P[1]	Guns over 150 mm. through 200 mm.
1030 P[1]	Guns over 200 mm. through 300 mm.
1035 P[1]	Guns over 300 mm.—These partial FSC assignments apply to guns, over 125 mm., and parts and equipment therefor, as listed in Department of Army Supply Manuals/Catalogs. They do not apply to naval ordnance type guns.
1040	Chemical Weapons and Equipment.
1055 P[1]	Launchers, Rocket and Pyrotechnic—This partial FSC assignment applies to launchers, rocket and pyrotechnic, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to naval ordnance type and airborne type, with the exception of 2.75-inch rocket launchers which are included in this partial FSC assignment to the Department of the Army. Assignment of 2.75-inch rocket launchers is effective with the fiscal year 1970 procurement program.
1090 P	Assemblies Interchangeable Between Weapons in Two or More Classes—This partial FSC assignment applies to the following items:

Federal stock number	*Nomenclature*
1090–563–7232	Staff Section, Class.
1090–699–0633	Staff Section.
1090–796–8760	Power Supply.
1090–885–8451	Wrench Corrector.
1090–986–9707	Reticle Assembly.

1095 P[1]	Miscellaneous Weapons—This partial FSC assignment applies to miscellaneous weapons, and parts and equipment therefor, as listed in Department of Army Supply Manuals/Catalogs. It does not apply to naval ordnance type; line throwing guns (which are under DOD Coordinated Procurement assignment to the Department of the Navy); and aircraft type miscellaneous weapons.
1210 P[1]	Fire Control Directors.
1220 P[1]	Fire Control Computing Sights and Devices.
1230 P[1]	Fire Control Systems, Complete.
1240 P[1]	Optical Sighting and Ranging Equipment.
1250 P[1]	Fire Control Stabilizing Mechanisms.
1260 P[1]	Fire Control Designating and Indicating Equipment.
1265 P[1]	Fire Control Transmitting and Receiving Equipment, Except Airborne.
1285 P[1]	Fire Control Radar Equipment, Except Airborne.
1290 P[1]	Miscellaneous Fire Control Equipment—The above nine partial FSC assignments apply to fire control equipment, as listed in Department of the Army Supply Manuals/Catalogs. They do not apply to naval ordnance type and aircraft type.
1305 P[1]	Ammunition, through 30 mm.—This partial FSC assignment applies to ammunition through 30 mm. as listed in Department of Army Supply Manuals/Catalogs. It does not apply to naval ordnance type and ammunition for the MK 11 and MK 12, 20-mm. gun.
1310 P[1]	Ammunition, over 30 mm. up to 75 mm.—This partial FSC assignment applies to ammunition, over 30 mm. up to 75 mm., as listed in Department of Army Supply Manuals/Catalogs. It does not apply to naval ordnance type and to 40-mm. ammunition (which is under DOD procurement assignment to the Navy). The Army is responsible for the procurement of fillers and the loading, assembling, and packing of toxicological, incapacitating riot control, smoke and incendiary munitions.
1315 P[1]	Ammunition, 75 mm. through 125 mm.—This partial FSC assignment applies to ammunition, 75 mm. through 125 mm., as listed in Department of Army Supply Manuals/Catalogs. It does not apply to naval ordnance type. The Army is responsible for the procurement of fillers and the loading, assembling, and packing of toxicological, incapacitating riot control, smoke and incendiary munitions.

See footnotes at end of table.

Federal supply class code	Commodity
1320 P[1]	Ammunition, over 125 mm.—This partial FSC assignment applies to ammunition over 125 mm., as listed in Department of Army Supply Manuals/Catalogs. It does not apply to naval ordnance type. The Army is responsible for the procurement of fillers and the loading, assembling, and packing of toxicological, incapacitating riot control, smoke and incendiary munitions.
1325 P	Bombs—This partial FSC assignment applies to Bombs as listed in Department of Army Supply Manuals/Catalogs. It does not apply to Navy assigned Bombs as shown in list of assignments to the Navy; however, the Department of the Army is responsible for the procurement of fillers and the loading, assembling and packing of toxicological, incapacitating riot control, smoke and incendiary munitions, and for other loading, assembling and packing in excess of Navy owned capacity.
1330	Grenades.
1340 P	Rockets and Rocket Ammunition—This partial FSC assignment applies to: 60-mm Rocket, HEAT, M72. 2.75-inch Rocket FFAR, Service and Practice. Heads MK5 and Mods (HEAT). HE, M151; HE, XM229 (17 lb. Warhead); HE, XM157 (Spotting Red); HE, XM158 (Spotting Yellow); MK61 Practice (5 lb. Slug); XM230 Practice (10 lb.). Motors MK4 and Mods (High Performance Aircraft). MK40 and Mods (Low Performance Aircraft). 3.5-inch Rocket Heat, M35. Practice, M36; Smoke, WP, M30. 4.5-inch Motor, Drill, M24. HE, M32. Practice, M33. Incendiary and toxicological rockets, as listed in Army Supply Bulletins. It does not apply to Navy assigned rockets as shown in list of assignments to the Navy. However, the Department of the Army is responsible for procurement of filler and for filling of all smoke and toxicological rockets.
1345	Land Mines.
1365	Military Chemical Agents.
1370 P	Pyrotechnics—This partial FSC assignment does not apply to shipboard and aircraft pyrotechnics.
1375 P	Demolition Materials—This partial FSC assignment is applicable to Blasting Agents and supplies such as: Bangalore torpedo. Blocks, demolition. Caps, blasting, electric and non-electric. Charge, cratering. Charge, shaped and demolition. Chests, demolition platoon and squad. Cord detonating. Demolition equipment sets, with ancillary items. Detonators, all types. Dynamite. Firing Devices. Fuze, safety. Kit, demolition. Lighter, fuse. Machine, blasting. Primer, percussion cap. It does not apply to Navy underwater demolition requirements.
1376 P	Bulk Explosives—This partial FSC assignment is applicable to solid propellants and explosives such as: Ammonium Picrate (Explosive D) JAN–A–166A. Trinitrotoluene (TNT) MIL–T–248A. Tetryl JAN–T–339. Pantaerythrite Tetranitrate (PETN) JAN–P–387. RDX. Composition B. Composition B–3. Pentolite, 50/50 JAN–P–408. Composition C–3. Composition A–3. Composition A–4. Nitroguanidine (Picrate). It does not apply to production capacity for any of the above listed explosives at the U.S. Naval Propellant Plant, Indian Head, Maryland.
1377 P	Cartridge and Propellant Actuated Devices and Components—This partial FSC Assignment is applicable to the following devices: [Reserved pending Services agreement as to items which shall be included in this assignment.]
1380	Military Biological Agents.
1390 P[1]	Fuzes and Primers—This partial FSC assignment applies to Fuzes and Primers for Army assigned ammunition. It does not apply to naval ordnance type, which is under DOD procurement assignment to the Department of the Navy; and guided missile fuzes.
2210	Locomotives.
2220	Rail Cars.
2240	Locomotive and Rail Car Accessories and Components.
2250	Track Materials, Railroad.
2310 P	Passenger Motor Vehicles.
2320 P	Trucks and Truck Tractors—Effective July 1, 1968, the above two partial Federal Supply Class assignments apply to tactical vehicles; trucks over 10,000 pounds Gross Vehicle Weight (GVW); and the following types of vehicles: Bus, convertible to ambulance; Truck, 4 x 4, convertible to ambulance; Truck, 4 x 4, dump, 9,000 GVW, with cut-down cab; These assignments do not apply to tracked landing vehicles which are not under DOD Coordinated Procurement assignment, and airport crash rescue vehicles, which are under DOD Coordinated Procurement assignment to the Department of the Air Force. Effective July 1, 1968, with the exception of the types enumerated above, these assignments do not apply to commercial passenger carrying vehicles and trucks up to 10,000 pounds GVW, which are assigned for DOD Coordinated Procurement to the General Services Administration.
2330 P	Trailers—This partial FSC assignment does not apply to two wheel lubrication trailers, two wheel steam cleaning trailers, and troop transporter semi-trailers which are not under DOD Coordinated Procurement assignment, and airport crash rescue trailer units which are under DOD Coordinated Procurement assignment to the Department of the Air Force.
2340 P	Motorcycles, Motor Scooters, and Bicycles—This partial FSC assignment does not apply to bicycles and tricycles.
2350	Tanks and Self-propelled Weapons.
2430	Tractors, Track Laying, High Speed.
2510 P	Vehicular Cab, Body, and Frame Structural Components.
2520 P	Vehicular Power Transmission Components.
2530 P	Vehicular Brake, Steering, Axle, Wheel, and Track Components.
2540 P	Vehicular Furniture and Accessories.
2590 P	Miscellaneous Vehicular Components—The above five partial FSC assignments apply only to repair parts peculiar to combat and tactical vehicles. Balance of the five Federal Supply Classes is assigned to the Defense Supply Agency (Defense Construction Supply Center).
2610[2]	Tires and Tubes, Pneumatic, except Aircraft.
2630[2]	Tires, solid and cushion.
2640[2]	Tire Rebuilding and Tire and Tube Repair Materials.
2805 P	Gasoline Reciprocating Engines, except Aircraft; and Components.
2910 P	Engine Fuel System Components, Nonaircraft.
2920 P	Engine Electrical System Components, Nonaircraft.
2930 P	Engine Cooling System Components, Nonaircraft.
2940 P	Engine Air and Oil Filters, Strainers and Cleaners, Nonaircraft.
2990 P	Miscellaneous Engine Accessories, Nonaircraft—The above six partial FSC assignments apply only to repair parts peculiar to combat and tactical vehicles. Balance of the six Federal Supply Classes is assigned to the Defense Supply Agency (Defense Construction Supply Center).
4210 P	Firefighting Equipment—This partial FSC assignment applies only to equipment developed by or under the sponsorship of the Department of the Army.
4230 P	Decontaminating and Impregnating Equipment—This partial FSC assignment applies only to items peculiar to chemical warfare.
4240 P	Safety and Rescue Equipment—This partial FSC assignment applies only to military respiratory protective equipment for chemical warfare.
5805 P	Telephone and Telegraph Equipment—This partial FSC assignment applies only to military (wire) equipment, field type.
5815 P	Teletype and Facsimile Equipment—This partial FSC assignment applies only to military (wire) equipment, field type.

See footnotes at end of table.

Federal supply class code	Commodity
5820 P	Radio and Television Communication Equipment, except Airborne—This partial FSC assignment applies to nontactical, off-the-shelf, commercially available radio and television equipment and supplies used by the Armed Forces Radio and Television Stations including equipment and supplies used by the Armed Forces for closed TV circuit educational and training programs.
5830 P	Intercommunication and Public Address Systems: Except Airborne—This partial FSC assignment applies only to military (wire) equipment, field type.
6135 P	Batteries, Primary—This partial FSC assignment applies to MIL type, dry cell batteries, only.
6625 P	Electrical and Electronic Properties Measuring and Testing Instruments—This partial FSC assignment applies only to instruments for testing military (wire) equipment, field type.
6645 P	Time Measuring Instruments—This partial FSC assignment applies to the following watches; aircraft instrument panel clocks; cases and spare parts therefor: Master navigation watches; pocket watches; stop watches; second setting wrist watches; wrist watches; athletic timers; aircraft clocks; aircraft panel clocks; mechanical aircraft clocks; navigation watch cases; pocket watch cases; watch holders; watch case assemblies and watch movements.
6660 P	Meteorological Instruments and Apparatus—Each Department is assigned procurement responsibility for those systems, instruments and end items in FSC 6660 for which the Department either designed or for which it sponsored development. For purposes of this assignment, the developing Department is the department which awarded the developmental contract, notwithstanding that other Departments may have provided funds for the development.
6665 P	Hazard-Detecting Instruments and Apparatus—This partial FSC assignment applies only to items peculiar to chemical warfare.
6695 P	Combination and Miscellaneous Instruments—This partial FSC assignment applies to jewel bearings only.
6820 P	Dyes—This partial FSC assignment applies only to items peculiar to chemical warfare.
6910 P	Training Aids—This partial FSC assignment applies only to items peculiar to Army assignments under weapons, fire control equipment, ammunition and explosives and chemical and biological warfare.
6920 P	Armament Training Devices—This partial FSC assignment applies to armament training devices as listed in DA Catalogs SC 6910, ML/IL and SC 6920 ML/IL. It does not apply to clay pigeons.
6940 P	Communication Training Devices—This partial FSC assignment applies only to code training sets, code practice equipment, and other telephone and telegraph training devices.
8130 P	Reels and Spools—This partial FSC assignment applies only to reels and spools for military (wire) equipment, field type.
8140 P	Ammunition Boxes, Packages, and Special Containers—This partial FSC assignment applies only to boxes, packages and containers peculiar to Army assignments under ammunitions, explosives, and chemical and biological warfare as listed in DA Catalog SC 8140 IL and SC 8140 ML.

[1] For purposes of procurement, Naval Ordnance comprises all arms, armor, and armament for the Department of the Navy and includes all offensive and defensive weapons, together with their components, controlling devices, and ammunition used in executing the Navy's mission in National Defense (except small arms and those items of aviation ordnance procured from the Army).

[2] Requirements of Commercial Tires and Tubes, when the item to be procured is less than $10,000 per line item (for tires costing less than $1,000 per tire) or when the item to be procured is less than $25,000 per line item (for tires costing $1,000 or more per tire) shall be purchased in accordance with the mandatory provisions of Federal Supply Schedule, FS Group 26—Part II, Tires and Tubes, Pneumatic (except Aircraft). These mandatory provisions do not apply to Military Tires and Tubes, which shall be procured together with those quantities of commercial tires and tubes over the above specified dollar amounts in accordance with procedures implementing this DOD Procurement Assignment.

§ 5.1201–4 Department of the Navy.

FSC ["P" after the FSC number indicates a partial FSC assignment]

Federal supply class code	Commodity
	Electronic Equipment—Each Department is assigned procurement responsibility for those items which the Department either designed or for which it sponsored development. See FSC 5821 for assignment of certain commercially developed radio sets to the Department of the Navy (i.e., developed without the use of government funds.)
1095 P	Miscellaneous Weapons—This partial FSC assignment applies to line throwing guns only.
1310 P	Ammunition, over 30 mm. up to 75 mm.—This partial FSC assignment applies to 40-mm. ammunition only.
1325 P	Bombs—This partial FSC assignment applies to armor-piercing; depth bombs; externally suspended low drag bombs; and components and practice bombs therefor, as listed in Ord Pamphlets, and the MK 43, Target Detecting Device. With respect to this assignment the Department of the Army is responsible for the procurement of fillers and the loading, assembling and packing of toxicological, incapacitating riot control-smoke and incendiary munitions and for other loading, assembling and packing in excess of Navy-owned capacity.
1340 P	Rockets and Rocket Ammunition—This partial FSC assignment applies to: Fuze, Rocket, V.T., MK 93–0; 2.25-inch Rocket SCAR, Practice; Heads MK3 and Mods; Motors MK15 and Mods; MK16 and Mods. 5-inch Rocket HVAR, service and practice; Heads MK2 and Mods (common) MK6 and Mods (GP); MK4 and Mods (smoke) MK25 and Mods (ATAR); Motors MK10 and Mods. 5-inch Rocket FFAR service and practice; Heads MK24 and Mods (General Purpose); MK32 and Mods (Shaped Charged); MK26 and Mods (Illum); Motor MK16 and Mods. With respect to this assignment the Department of the Army is responsible for procurement of filler and for filling of all smoke and toxicological rockets.
1390 P	Fuzes and Primers—This partial FSC assignment applies to fuzes and primers for Navy assigned ammunition.
1550 P	Drones—This partial FSC assignment applies only to Drone, Model BQM34E.
1905 P	Combat Ships and Landing Vessels—This partial FSC assignment applies to landing vessels only.
1910 P	Transport Vessels, Passenger and Troop—This partial FSC assignment applies to ferryboats only.
1920	Fishing Vessels.
1925	Special Service Vessels.
1930	Barges and Lighters, Cargo.
1930 P	Barges and Lighters, Special Purpose—This partial FSC assignment does not apply to Derricks, Pile Drivers, Rock Cutters, Concrete Mixing Plants, Mechanical Bank Grader Barges, Other Bank Revetment Barges; and Barge Power Plants.
1940	Small Craft.
1945 P	Pontoons and Floating Docks—This partial FSC assignment applies only to Naval Facilities Engineering Command Type Pontoons.
1950	Floating Drydocks.
1990 P	Miscellaneous Vessels—This partial FSC assignment applies to commercial sailing vessels only.
2010	Ship and Boat Propulsion Components.
2020	Rigging and Rigging Gear.
2030	Deck Machinery.
2040	Marine Hardware and Hull Items.
2060	Commercial Fishing Equipment.
2090	Miscellaneous Ship and Marine Equipment.
2820 P	Steam Engines, Reciprocating, and Components—This partial FSC assignment applies to Marine Main Propulsion Steam Engines only.
2825 P	Steam Turbines and Components—This partial FSC assignment applies to Marine Steam Turbines only.

See footnotes at end of table.

Federal supply class code	Commodity
4210 P	Firefighting Equipment—This partial FSC assignment applies only to firefighting equipment developed by or under the sponsorship of the Department of Navy.
4410 P	Industrial Boilers—This partial FSC assignment applies only to Boilers for use aboard those ships assigned to the Navy for coordinated procurement.
4420 P	Heat Exchangers and Steam Condensers—This partial FSC assignment applies only to Heat Exchangers for use aboard those ships assigned to the Navy for coordinated procurement.
4925 P	Ammunition Maintenance and Repair Shop Specialized Equipment—This partial FSC assignment applies to sets, kits and outfits of tools and equipment for explosive ordnance as defined in pertinent Military Service regulations and documents.
5821 P	Radio and Television Communication Equipment, Airborne—This partial FSC assignment applies only to the following commercially developed radio sets. (The term "commercially developed" means that no government funds were provided for development purposes.) HF–101, 102, 103, 104, 105, 106, 107, 108, 109, 111, 113; ARC–94, 102, 105, 110, 112, 119, 120; MRC–95, 108; VC–102, 104, 105, 106, 109, 110; and components of the foregoing including the 490T antenna coupler.
6125 P	Converters, Electrical, Rotating—This partial FSC assignment applies only to Motor-Generator Sets for use abroad ships assigned to the Navy for coordinated procurement.
6320 P	Shipboard Alarm and Signal System—This partial FSC assignment applies only to Alarm Systems; Fire Alarm Systems; Indicating Systems; Telegraph Systems (Signal and Signaling) (Less Electronic Type) for use aboard ships assigned to the Navy for coordinated procurement.
6605 P	Navigational Instruments—This partial FSC assignment applies only to lifeboat and raft compasses; aircraft sextants; Hand Leads (Soundings); Lead Reels; Sounding Machines and Pelorus Stands for use aboard ships assigned to the Navy for coordinated procurement.
6645 P	Time Measuring Instruments—This partial FSC assignment applies to the following instruments, cases and spare parts therefor: Chronometers including gimbal, padded and make-break circuit. Clocks, Alarm; boat; deck; direct reading; electrical; floor; interval timer; marine; mechanical; master control; master program; master regulating; mechanical message center; nurses; program; shelf; stop; wall; watchman's. Counters, time period. Meters; engine running time; hour recording; and electrical time totalizing. Timers; bombing; engine hours; sequential; stop; and program. Program control instrument. Cases; chronometer, including gimbal and padded; chronometer carrying; make-break circuit chronometer. Cans; chronometer shipping and storage. Clock keys; clock movements; clock motors.
6650 P	Optical Instruments—This partial FSC assignment applies only to Stands, Telescope, for use aboard ships assigned to the Navy for coordinated procurement.
6660 P	Meteorological Instruments and Apparatus—Each Department is assigned procurement responsibility for those systems, instruments and end items in FSC 6660 for which the Department either designed or for which it sponsored development. For purposes of this assignment, the developing Department is the department which awarded the developmental contract, notwithstanding that other Departments may have provided funds for the development.
6665 P	Hazard-Detecting Instruments and Apparatus—This partial FSC assignment applies only to Hazard Determining Safety Devices, for use aboard ships assigned to the Navy for coordinated procurement.
8140 P	Ammunition Boxes, Packages, and Special Containers—This partial FSC assignment applies only to boxes, packages, and containers for 40-mm. ammunition.

See footnotes at end of table.

§ 5.1201–5 Department of the Air Force.

FSC ["P" after the FSC number indicates a partial FSC assignment]

Federal supply class code	Commodity
	Electronic Equipment—Each Department is assigned procurement responsibility for those items which the Department either designed or for which it sponsored development. See FSC 5821 under Navy listing for assignment of certain commercially developed radio sets (i.e., developed without the use of government funds).
1550 P	Drones—This partial assignment applies only to the following model drones: Model 147; Model 154; BQM 34A; and MQM 34D.
2320 P	Trucks and Truck Tractors—This partial FSC assignment applies only to Airport Crash Rescue Vehicles.
2330 P	Trailers—This partial FSC assignment applies only to Airport Crash Rescue Trailer Units.
4210 P	Firefighting Equipment—This partial FSC assignment applies only to firefighting equipment developed by or under the sponsorship of the Department of the Air Force.
6660 P	Meterological Instruments and Apparatus—Each Department is assigned procurement responsibility for those systems, instruments end items in FSC 6660 for which the Department either designed or for which it sponsored development. For purposes of this assignment the developing Department is the Department which awarded the developmental contract, notwithstanding that other Departments may have provided funds for the development.
6710 P [1]	Cameras, Motion Picture—This partial FSC assignment does not apply to Submarine Periscope and Underwater Cameras.
6720 P [1]	Cameras, Still Picture—This partial FSC assignment does not apply to Submarine Periscope and Underwater Cameras.
6730 P [1]	Photographic Projection Equipment—This partial FSC assignment does not apply to 35-mm. Theater Projectors.
6740 [1]	Photographic Developing and Finishing Equipment.
6760 [1]	Photographic Equipment and Accessories.
6780 [1]	Photographic Sets, Kits, and Outfits.
8820 P	Live Animals Not Raised For Food—This partial FSC assignment applies only to sentry and scout dogs.

[1] This partial FSC assignment does not apply to Photographic Equipment controlled by the Congressional Joint Committee on Printing, and Micro-Film Equipment and Supplies.

§ 5.1201–6 Defense Supply Agency.

FSC ("P" after the FSC number indicates a partial FSC assignment.)

Federal supply class code	Commodity	DSA center [1]
2230	Right of Way Construction and Maintenance Equipment, Railroad	DCSC
2410	Tractor, Full Track, Low Speed	DCSC
2420	Tractors, Wheeled	DCSC
2510 P [2]	Vehicular Cab, Body, and Frame, Structural Components	DCSC
2520 P [2]	Vehicular Power Transmission Components	DCSC
2530 P [2]	Vehicular Brake, Steering, Axle, Wheel and Track Components	DCSC
2540 P [2]	Vehicular Furniture and Accessories	DCSC
2590 P [2]	Miscellaneous Vehicular Components	DCSC
2805 P [2]	Gasoline Reciprocating Engines, Except Aircraft; and Components	DCSC
2815	Diesel Engines and Components	DCSC
2895	Miscellaneous Engines and Components	DCSC
2910 P [2]	Engine Fuel System Components, Nonaircraft	DCSC
2920 P [2]	Engine Electrical System Components, Nonaircraft	DCSC
2930 P [2]	Engine Cooling System Components, Nonaircraft	DCSC
2940 P [2]	Engine Air and Oil Filters, Strainers and Cleaners, Nonaircraft	DCSC
2990 P [2]	Miscellaneous Engine Accessories, Nonaircraft	DCSC
3020	Gears, Pulleys, Sprockets and Transmission Chain	DCSC

See footnotes at end of table.

Federal supply class code	Commodity	DSA center [1]
3030	Belting, Drive Belts, Fan Belts, and Accessories	DCSC
3040	Miscellaneous Power Transmission Equipment	DCSC
3110	Bearings, Antifriction, Unmounted	DISC
3120	Bearings, Plain Unmounted	DISC
3130	Bearings, Mounted	DISC
3210	Sawmill and Planing Mill Machinery	DCSC
3220	Woodworking Machines	DCSC
3230	Tools and Attachments for Woodworking Machinery	DCSC
3405 P [2]	Saws and Filing Machines	DGSC
3408 P [2]	Machining Centers and Way-Type Machines	DGSC
3410 P [2]	Electrical and Ultrasonic Erosion Machines	DGSC
3411 P [2]	Boring Machines	DGSC
3412 P [2]	Broaching Machines	DGSC
3413 P [2]	Drilling and Tapping Machines	DGSC
3414 P [2]	Gear Cutting and Finishing Machines	DGSC
3415 P [2]	Grinding Machines	DGSC
3416 P [2]	Lathes	DGSC
3417 P [2]	Milling Machines	DGSC
3418 P [2]	Planers and Shapers	DGSC
3419 P [2]	Miscellaneous Machine Tools	DGSC
3422 P [2]	Rolling Mills and Drawing Machines	DGSC
3424 P [2]	Metal Heat Treating Equipment	DGSC
3426 P [2]	Metal Finishing Equipment	DGSC
3431	Electric Arc Welding Equipment	DGSC
3432 P [2]	Electric Resistance Welding Equipment	DGSC
3433 P [2]	Gas Welding, Heat Cutting & Metalizing Equipment	DGSC
3436 P [2]	Welding Positioners and Manipulators	DGSC
3438 P [2]	Miscellaneous Welding Equipment	DGSC
3441 P [2]	Bending and Forming Machines	DGSC
3442 P [2]	Hydraulic and Pneumatic Presses, Power Driven	DGSC
3443 P [2]	Mechanical Presses, Power Driven	DGSC
3444 P [2]	Manual Presses	DGSC
3445 P [2]	Punching and Shearing Machines	DGSC
3446 P [2]	Forging Machinery and Hammers	DGSC
3447 P [2]	Wire and Metal Ribbon Forming Machinery	DGSC
3448 P [2]	Riveting Machines	DGSC
3449 P [2]	Misc. Secondary Metal Forming & Cutting Machines	DGSC
3450 P [2]	Machine Tools, Portable	DGSC
3510	Laundry and Dry Cleaning Equipment	DGSC
3520	Shoe Repairing Equipment	DGSC
3530	Industrial Sewing Machines and Mobile Textile Repair Shops	DGSC
3610	Printing, Duplicating, and Bookbinding Equipment	DCSC
3611 P [2]	Industrial Marking Machines	DGSC
3620 P [2]	Rubber and Plastics Working Machinery	DGSC
3633 P [2]	Crystal and Glass Industries Machinery	DGSC
3650 P [2]	Chemical & Pharmaceutical Products Manufacturing Machinery	DGSC
3655	Gas Generating and Dispensing Systems, Fixed or Mobile	DCSC
3660 P [2]	Industrial Size Reduction Machinery	DGSC
3680 P [2]	Foundry Machinery, Related Equipment and Supplies	DGSC
3685 P [2]	Specialized Metal Container Manufacturing Machinery and Related Equipment	DGSC
3693 P [2]	Industrial Assembly Machines	DGSC
3694 P [2]	Clean Work Stations, Controlled Environment & Related Equipment	DGSC
3695	Miscellaneous Special Industry Machinery	DGSC
3710	Soil Preparation Equipment	DCSC
3720	Harvesting Equipment	DCSC
3740	Pest, Disease, and Frost Control Equipment	DCSC
3770	Saddlery, Harness, Whips and Related Animal Furnishings	DCSC
3805	Earth Moving and Excavating Equipment	DCSC
3810	Cranes and Crane-Shovels	DCSC
3815	Crane and Crane-Shovel Attachments	DCSC
3820	Mining, Rock Drilling, Earth Boring, and Related Equipment	DCSC
3825	Road Clearing and Cleaning Equipment	DCSC
3830	Truck and Tractor Attachments	DCSC
3833	Petroleum Production and Distribution Equipment	DCSC
3895	Miscellaneous Construction Equipment	DCSC
3910	Conveyors	DCSC
3920	Materials Handling Equipment, Nonself-Propelled	DGSC
3930	Warehouse Trucks and Tractors, Self-Propelled	DGSC
3940	Blocks, Tackle, Rigging, and Slings	DISC
3950	Winches, Hoists, Cranes, and Derricks	DCSC
3990	Miscellaneous Materials Handling Equipment	DGSC
4010	Chain and Wire Rope	DISC
4020	Fiber Rope, Cordage and Twine	DISC

See footnotes at end of table

Federal supply class code	Commodity	DSA center [1]
4030	Fittings for Rope, Cable and Chain	DISC
4110	Refrigeration Equipment	DGSC
4120	Air Conditioning Equipment	DCSC
4130	Refrigeration and Air Conditioning Components	DCSC
4140	Fans, Air Circulators, and Blower Equipment	DCSC
4210 P [2]	Fire Fighting Equipment	DGSC
4220	Marine Lifesaving and Diving Equipment	DCSC
4310	Compressors and Vacuum Pumps	DCSC
4320	Power and Hand Pumps	DCSC
4330	Centrifugals, Separators, and Pressure and Vacuum Filters	DCSC
4440	Driers, Dehydrators and Anhydrators	DCSC
4460	Air Purification Equipment	DCSC
4510	Plumbing Fixtures and Accessories	DCSC
4520	Space Heating Equipment and Domestic Water Heaters	DCSC
4530	Fuel Burning Equipment Units	DCSC
4540	Miscellaneous Plumbing, Heating and Sanitation Equipment	DCSC
4610	Water Purification Equipment	DCSC
4620	Water Distillation Equipment, Marine and Industrial	DCSC
4630	Sewage Treatment Equipment	DCSC
4710	Pipe and Tube	DCSC
4720	Hose and Tubing, Flexible	DCSC
4730	Fittings and Specialties; Hose, Pipe and Tube	DCSC
4810	Valves, Powered	DCSC
4820	Valves, Nonpowered	DCSC
4930	Lubrication and Fuel Dispensing Equipment	DCSC
5280	Sets, Kits, and Outfits of Measuring Tools	DGSC
5305	Screws	DISC
5306	Bolts	DISC
5307	Studs	DISC
5310	Nuts and Washers	DISC
5315	Nails, Keys and Pins	DISC
5320	Rivets	DISC
5325	Fastening Devices	DISC
5330	Packing and Gasket Materials	DISC
5335	Metal Screening	DISC
5340	Miscellaneous Hardware	DISC
5355	Knobs and Pointers	DISC
5360	Coil, Flat and Wire Springs	DISC
5365	Rings, Shims and Spacers	DISC
5410	Prefabricated and Portable Buildings	DCSC
5420	Bridges, Fixed and Floating	DCSC
5430	Storage Tanks	DCSC
5440	Scaffolding Equipment and Concrete Forms	DCSC
5445	Prefabricated Tower Structures	DCSC
5450	Miscellaneous Prefabricated Structures	DCSC
5510	Lumber and Related Basic Wood Materials	DCSC
5520	Millwork	DCSC
5530	Plywood and Veneer	DCSC
5560	Fencing, Fences and Gates	DCSC
5680 P	Miscellaneous Construction Materials	DCSC
	This partial FSC assignment applies only to airplane landing mat. (Also, see footnote 1 at end of list relative to purchase of DSA managed items in GSA assigned classes.)	
5905	Resistors	DESC
5910	Capacitors	DESC
5915	Filters and Networks	DESC
5920	Fuses and Lightning Arrestors	DESC
5925	Circuit Breakers	DESC
5930	Switches	DESC
5935	Connectors, Electrical	DESC
5940	Lugs, Terminals, and Terminals Strips	DGSC
5945	Relays, Contactors, and Solenoids	DESC
5950	Coils and Transformers	DESC
5955	Piezoelectric Crystals	DESC
5960	Electron Tubes and Associated Hardware	DESC
5961	Semiconductor Devices and Associated Hardware	DESC
5962	Microelectronic Circuit Devices	DESC
5965	Headsets, Handsets, Microphones and Speakers	DESC
5970	Electrical Insulators and Insulating Materials	DGSC
5975	Electrical Hardware and Supplies	DGSC
5977	Electrical Contact Brushes and Electrodes	DGSC
5985	Antennas, Waveguides, and Related Equipment	DESC
5990	Synchros and Resolvers	DESC
5995	Cable, Cord, and Wire Assemblies: Communication Equipment	DGSC
5999	Miscellaneous Electrical and Electronic Components	DESC
6105	Motors, Electrical	DGSC
6110	Electrical Control Equipment	DGSC

Federal supply class code	Commodity	DSA center [5]
6115	Generators and Generator Sets, Electrical	DGSC
6120	Transformers: Distribution and Power Station	DGSC
6145	Wire and Cable, Electrical	DISC
6150	Miscellaneous Electric Power and Distribution Equipment	DGSC
6210	Indoor and Outdoor Electric Lighting Fixtures	DGSC
6220	Electric Vehicular Lights and Fixtures	DGSC
6230	Electric Portable and Hand Lighting Equipment	DGSC
6240	Electric Lamps	DGSC
6250	Ballasts, Lampholders and Starters	DGSC
6260	Nonelectrical Lighting Fixtures	DGSC
6350	Miscellaneous Alarm and Signal Systems	DGSC
6505 [4]	Drugs, Biologicals, and Official Reagents	DPSC
6508 [4]	Medicated Cosmetics and Toiletries	DPSC
6510 [4]	Surgical Dressing Materials	DPSC
6515 [4]	Medical and Surgical Instruments, Equipment and Supplies	DPSC
6520 [4]	Dental Instruments, Equipment, and Supplies	DPSC
6525 [4]	X-Ray Equipment and Supplies: Medical, Dental and Veterinary	DPSC
6530 [4]	Hospital Furniture, Equipment, Utensils, and Supplies	DPSC
6532	Hospital and Surgical Clothing and Textile Special Purpose Items	DPSC
6540 [4]	Opticians' Instruments, Equipment and Supplies	DPSC
6545 [4]	Medical Sets, Kits, and Outfits	DPSC
6630	Chemical Analysis Instruments	DPSC
6635	Physical Properties Testing Equipment	DCSC
6640	Laboratory Equipment and Supplies	DPSC
6655	Geophysical and Astronomical Instruments	DCSC
6670	Scales and Balances	DCSC
6675	Drafting, Surveying and Mapping Instruments	DCSC
6680	Liquid and Gas Flow, Liquid Level and Mechanical Motion Measuring Instruments	DCSC
6750	Photographic Supplies	DGSC
6810 [7]	Chemicals	DFSC & DGSC.
6820	Dyes	DGSC
6830	Gases: Compressed and Liquefied	DGSC
6840	Pest Control Agents and Disinfectants	DGSC
6850 [7]	Miscellaneous Chemical Specialties	DFSC & DGSC.
7210	Household Furnishings	DPSC
7310	Food Cooking, Baking and Serving Equipment	DGSC
7320	Kitchen Equipment and Appliances	DGSC
7360	Sets, Kits and Outfits: Food Preparation and Serving	DGSC
7610	Books and Pamphlets	DGSC
7660	Sheet and Book Music	DGSC
7690	Miscellaneous Printed Matter	DGSC
8110	Drums and Cans	DGSC
8120	Commercial and Industrial Gas Cylinders	DGSC
8135	Bottles and Jars	DGSC
8305	Textile Fabrics. FSC 8305 does not include laminated cloth used exclusively in the repair of lighter than air envelopes.	DPSC
8310	Yarn and Thread	DPSC
8315	Notions and Apparel Findings. FSC 8315 does not include coated cloth tape used exclusively in the repair of lighter than air envelopes.	DPSC
8320	Padding and Stuffing Materials	DPSC
8325	Fur Materials	DPSC
8330	Leather	DPSC
8335	Shoe Findings and Soling Materials	DPSC
8340	Tents and Tarpaulins	DPSC
8345	Flags and Pennants	DPSC
8405	Outerwear, Men's	DPSC
8410	Outerwear, Women's	DPSC
8415	Clothing, Special Purpose. FSC 8415 includes all submarine clothing	DPSC
8420	Underwear and Nightwear, Men's	DPSC
8425	Underwear and Nightwear, Women's	DPSC
8430	Footwear, Men's	DPSC
8435	Footwear, Women's	DPSC
8440	Hosiery, Handwear, and Clothing Accessories, Men's	DPSC
8445	Hosiery, Handwear, and Clothing Accessories, Women's	DPSC
8450	Children's and Infants' Apparel and Accessories	DPSC
8455	Badges and Insignia	DPSC
8460	Luggage	DPSC
8465	Individual Equipment	DPSC
8470	Armor, Personal	DPSC
8475	Specialized Flight Clothing and Accessories	DPSC

See footnotes at end of table.

Federal supply class code	Commodity	DSA center [5]
8905 [3]	Meat, Poultry, and Fish	DPSC
8910 [3]	Dairy Foods and Eggs	DPSC
8915 [3]	Fruits and Vegetables	DPSC
8920 [3]	Bakery and Cereal Products	DPSC
8925 [3]	Sugar, Confectionery and Nuts	DPSC
8930 [3]	Jams, Jellies, and Preserves	DPSC
8935 [3]	Soups and Bouillons	DPSC
8940 [3]	Special Dietary Foods and Food Specialty Preparations	DPSC
8945 [3]	Food Oils and Fats	DPSC
8950 [3]	Condiments and Related Products	DPSC
8955 [3]	Coffee, Tea, and Cocoa	DPSC
8960 [3]	Beverages, Nonalcoholic	DPSC
8970 [3]	Composite Food Packages	DPSC
8975 [3]	Tobacco Products	DPSC
9110	Fuels, Solid	DFSC
9130	Liquid Propellants and Fuels, Petroleum Base	DFSC
9140	Fuel Oils	DFSC
9150	Oils and Greases: Cutting, Lubricating, and Hydraulic	DFSC
9160	Miscellaneous Waxes, Oils, and Fats	DFSC
9320	Rubber Fabricated Materials	DGSC
9330	Plastics Fabricated Materials	DGSC
9340	Glass Fabricated Materials	DGSC
9350	Refractories and Fire Surfacing Materials	DGSC
9390	Miscellaneous Fabricated Nonmetallic Materials	DGSC
9420 P	Fibers: Vegetable, Animal and Synthetic. This partial FSC assignment applies only to raw cotton and raw wool.	DPSC
9430 P	Miscellaneous Crude Animal Products, Inedible. This partial FSC assignment applies only to crude hides.	DPSC
9505	Wire, Nonelectrical, Iron and Steel	DISC
9510	Bars and Rods, Iron and Steel	DISC
9515	Plate, Sheet, and Strip: Iron and Steel	DISC
9520	Structural Shapes, Iron and Steel	DISC
9525	Wire, Nonelectrical, Nonferrous Base Metal	DISC
9530	Bars and Rods, Nonferrous Base Metal	DISC
9535	Plate, Sheet, Strip, and Foil: Nonferrous Base Metal	DISC
9540	Structural Shapes, Nonferrous Base Metal	DISC
9545	Plate, Sheet, Strip, Foil and Wire: Precious Metal	DISC
9630 P	Minerals, Natural and Synthetic. This partial FSC assignment applies only to crude petroleum and crude shale oil.	DFSC
9925	Ecclesiastical Equipment, Furnishings and Supplies	DGSC
9930	Memorials, Cemeterial and Mortuary Equipment and Supplies	DGSC
9999	Miscellaneous Items	DGSC

[1] These assignments do not apply to items decentralized by the DSA Center Commander, i.e., designated for purchase by each Military Department, and to those items in DSA assigned Federal Supply Classes, which may be assigned to GSA for supply management. In addition, see 5-1201.20a) which describes conditions under which a Military Service may purchase (contract for) Military Service supply managed items in DSA-assigned Federal Supply Classes. See notes 2 and 3 below for further exceptions pertaining to certain DSA assignments.

[2] DSA assignments in FSC 2510, 2520, 2530, 2540, 2590, 2805, 2910, 2920, 2930, 2940, and 2990 do not apply to repair parts peculiar to combat and tactical vehicles, which are assigned for coordinated procurement to the Department of the Army.

[3] This partial FSC assignment in FSC 4220 does not apply to Firefighting Equipment developed by or under the sponsorship of a Military Department. The procurement responsibility for such equipment is assigned to the Department which developed or sponsored its development.

[4] The Defense Supply Agency has procurement responsibility for all the items in the Classes of FS Group 65. In addition, DSA has procurement responsibility for all equipment and supplies related to the medical, dental, veterinary professions in Non-Group 65 Classes where the Military medical services have the sole or prime interest in such items. The specific item coverage of these Non-Group 65 Items is published in the DOD Section of the Federal Supply Catalog for Medical Material C3-1 through C3-12, inclusive.

[5] This assignment includes Health and Comfort Items listed in AR 700-23. It also includes resale items for commissary stores (including brand name items).

[6] DSA Centers are identified as follows:

DCSC Defense Construction Supply Center.
DESC Defense Electronics Supply Center.
DFSC Defense Fuel Supply Center.
DGSC Defense General Supply Center.
DISC Defense Industrial Supply Center.
DPSC Defense Personnel Support Center.

[7] DFSC is responsible for procurement of only petroleum base items in FSC 6810 and FSC 6850.

[8] This partial assignment applies only to secondary items not identified as IPE. Such secondary items are listed in the applicable Federal Supply Catalog Management Data Lists of each respective Service.

§ 5.1201–7 *Defense Atomic Support Agency.*[1]

NUCLEAR ORDNANCE

Federal supply class code	*Commodity*
1105	Nuclear Bombs.
1110	Nuclear Projectiles.
1115	Nuclear Warheads and Warhead Sections.
1125	Nuclear Demolition Charges.
1127	Nuclear Rockets.
1130	Conversion Kits, Nuclear Ordnance.
1135	Fuzing and Firing Devices, Nuclear Ordnance.
1140	Nuclear Components.
1145	High Explosive Charges, Propellants, and Detonators: Nuclear Ordnance.
1190	Specialized Test and Handling Equipment, Nuclear Ordnance.
1195	Miscellaneous Nuclear Ordnance.

[1] In addition to the above, assignments to DASA include all items for which DASA has integrated management responsibility in accordance with DOD Directive 5105.31.

§ 5.1201–8 General Services Administration.[1]

FSC ["P" after FSC number indicates partial FSC assignment]

Federal supply class code	*Commodity*
2310 P	Passenger Motor Vehicles.
2320 P	Trucks and Truck Tractors.—The above two partial Federal Supply Class assignments, which are effective July 1, 1968, apply to all commercial passenger carrying vehicles and trucks up to 10,000 pounds Gross Vehicle Weight (GVW) except the following types which are assigned for DOD Coordinated Procurement to the Department of the Army. Bus, convertible to ambulance. Truck, 4 x 4, convertible to ambulance. Truck, 4 x 4, dump, 9,000 pounds GVW, with cut-down cab. (See Army Coordinated Procurement assignments in FSC 2310 and FSC 2320.)
3540	Wrapping and Packaging Machinery.
3550	Vending and Coin Operated Machines.
3590	Miscellaneous Service and Trade Equipment.
3750	Gardening Implements and Tools.
5110	Hand Tools, Edged, Nonpowered.
5120	Hand Tools, Nonedged, Nonpowered.
5130	Hand Tools, Power Driven.
5133	Drill Bits, Counterbores, and Countersinks: Hand and Machine.
5136	Taps, Dies and Collects: Hand and Machine.
5140	Tool and Hardware Boxes.
5180	Sets, Kits and Outfits of Hand Tools.
5210	Measuring Tools, Craftmen's.
5345	Disks and Stones, Abrasive.
5350	Abrasive Materials.
5610	Mineral Construction Materials, Bulk.
5620	Building Glass, Tile, Brick and Block.
5630	Pipe and Conduit, Nonmetallic.
5640	Wallboard, Building Paper, and Thermal Insulation Materials.
5650	Roofing and Siding Materials.
5670	Architectural and Related Metal Products.
5680 P[2]	Miscellaneous Construction Materials.
7105	Household Furniture.
7110	Office Furniture.
7125	Cabinets, Lockers, Bins and Shelving.
7195	Miscellaneous Furniture and Fixtures.
7220	Floor Coverings.
7230	Draperies, Awnings, and Shades.
7240	Household and Commercial Utility Containers.
7290	Miscellaneous Household and Commercial Furnishings and Appliances.
7330	Kitchen Hand Tools and Utensils.
7340	Cutlery and Flatware.
7350	Tableware.
7410	Punched Card System Machines.
7420	Accounting and Calculating Machines.
7430	Typewriters and Office-type Composing Machines—This FSC assignment does not apply to machines controlled by the Congressional Joint Committee on Printing.
7450	Office-type Sound Recording and Reproducing Machines.
7460	Visible Record Equipment.
7490	Miscellaneous Office Machines—This FSC assignment does not apply to equipment controlled by the Congressional Joint Committee on Printing.
7510	Office Supplies—This FSC assignment does not apply to Office Supplies, including special inks, when DOD requirements of such items are procured through Government Printing Office channels.
7520	Office Devices and Accessories—This FSC assignment does not apply to office devices and accessories when DOD requirements of such items are procured through Government Printing Office channels.
7530	Stationery and Record Forms—This FSC assignment does not apply to Stationery and Record Forms when DOD requirements of such items are procured through Government Printing Office channels include those items covered by term contracts issued by GPO for tabulating cards and marginally punched continuous forms.
7710	Musical Instruments.
7720	Musical Instrument Parts and Accessories.
7730	Phonographs, Radios, and Television Sets: Home Type.
7740	Phonograph Records.
7810	Athletic and Sporting Equipment.
7820	Games, Toys, and Wheeled Goods.
7830	Recreational and Gymnastic Equipment.
7910	Floor Polishers and Vacuum Cleaning Equipment.
7920	Brooms, Brushes, Mops and Sponges.
7930	Cleaning and Polishing Compounds and Preparations.
8010	Paints, Dopes, Varnishes, and Related Products.
8020	Paint and Artists Brushes.
8030	Preservative and Sealing Compounds.
8040	Adhesives.
8105	Bags and Sacks.
8115	Boxes, Cartons and Crates.
8135	Packaging and Packing Bulk Materials.
8510	Perfumes, Toilet Preparations and Powders.
8520	Toilet Soap, Shaving Preparations and Dentifrices.
8530	Personal Toiletry Articles.
8540	Toiletry Paper Products.
8710[3]	Forage and Feed.
8720[3]	Fertilizers.
8730[3]	Seeds and Nursery Stock.
9310	Paper and Paperboard.
9905	Signs, Advertising Displays, and Identification Plates.

See footnotes at end of table.

Federal supply class code	*Commodity*
9910	Jewelry.
9915	Collectors' Items.
9920	Smokers' Articles and Matches.

[1] These GSA assignments do not apply to items as described under FSC 7430, 7490, 7510, 7520, and 7530, and those items in the GSA assigned Federal Supply Classes which have been retained for DSA supply management as listed in the applicable Federal Supply Catalog Management Data Lists. In addition, see 5-1201.2 which describes conditions under which a Military Service may purchase (contract for) Military Service Supply managed items in GSA assigned Federal Supply Classes.

[2] This partial FSC assignment does not include landing mats which are assigned to the Defense Supply Agency.

[3] Effective July 1, 1969.

PART 6—FOREIGN PURCHASES

10. Sections 6.103–2(b)(2) and 6.705–2(b) are revised; § 6.801(i) is added; and §§ 6.805–2 and 6.806–1(b)(1) are revised, as follows:

§ 6.103–2 Nonavailability in the United States.

* * * * *

(b) * * *

(2) The Director, Advance Research Projects Agency, and the head of the procuring activity or his immediate deputy, if the amount is estimated not to exceed $100,000; or

* * * * *

§ 6.705–2 General.

* * * * *

(b) In connection with each Foreign Military Sale expected to involve a procurement in excess of $10,000 which cannot to be placed on the basis of price competition (as, for example, where the foreign customer has designated only one source as acceptable), before the Department of Defense furnishes prices for information purposes to potential foreign customers, prices shall be requested from the prospective source and such request shall state that it is for information for the purpose of Foreign Military Sale and shall identify the customer.

§ 6.801 Definitions.

* * * * *

(i) "Transportation Services" means the movement of personnel or property by use of public licensed or chartered transportation facilities.

§ 6.805–2 Procurement limitations.

(a) Except as provided in paragraph (c) of this section, procurements of foreign end products (including construction materials) and services for use outside the U.S. may be made only in the following cases:

(1) *Treaty or executive agreement.* Procurements required to be made from indigenous sources pursuant to a treaty or executive agreement between governments.

(2) *Small purchases.* Offshore procurements estimated not to exceed $500 in foreign cost.

(3) *Compelling emergencies.* Procurements estimated not to exceed $10,000 in foreign cost when required by compelling emergencies. Such procurements shall be limited to the quantities of items or services essential to meet the needs of the emergency.

(4) *Perishable subsistence.* Procurements of perishable subsistence items where it is determined that delivery from the United States would destroy or significantly impair their quality at the point of consumption. Such determinations shall be made prior to procurement by the individuals designated in paragraph (b)(1) of this section or their immediate deputies, except that this authority may be redelegated for procurements estimated not to exceed $10,000 in foreign cost. Beef is not a perishable subsistence item.

(5) *Nonavailability in the United States.* Procurements as to which it is determined in advance by the individuals designated in paragraph (b) of this section that (i) the requirements can only be filled by foreign end products or services, because United States end products or services are not available per se, or are not available within the time required to meet urgent military requirements directly related to maintaining combat capability, the health and safety of DOD personnel, or to protect property, and (ii) that it is not feasible to forego filling the requirements or to provide a U.S. substitute for it. This authority is not intended for use in making repetitive supply procurements or procurements of total annual supply requirements of items available in the United States but not available within the time required.

(6) *Ryukyu Islands.* Procurements of unmanufactured end products (including construction materials) mined or produced in the Ryukyu Islands, or end products (including construction materials) manufactured in the Ryukyu Islands where the cost of those components which are mined, produced or manufactured in the Ryukyu Islands or in the United States exceed 50 percent of the total component cost.

(7) *Certain food items.* Procurements of bananas, tea, coffee, spices, herbs, sugar, cocoa, cream of tartar, tapioca, and coconut.

(8) *Miscellaneous exceptions.* (i) Procurement of the requirements listed below, providing they do not duplicate or replace an existing organic service capability:

(*a*) Utilities, including gas, water, electricity, steam, sewage, refuse collection and disposal;

(*b*) Communications services;

(*c*) Port handling, stevedoring, and other port charges;

(*d*) Maintenance and repair of, and procurement of spare parts for, foreign manufactured vehicles, equipment, machinery and systems; provided, in the case of parts, that this exception applies only if the procurement must be restricted to the original manufacturer or his supplier in accordance with § 1.313 of this chapter;

(*e*) Packing and crating services;

(*f*) Laundry and dry cleaning;

(*g*) Handling and storage requirements;

(*h*) Industrial gases;

(*i*) Transportation services;

(*j*) Into-plane refueling;

(*k*) Drugs specified by the Defense Medical Materiel Board;

(*l*) The following bulk construction materials: sand, gravel, stone, concrete masonry units; and fired brick; and

(*m*) Overhaul and repair of vessels which are home ported overseas and which, because of their operating commitments, cannot return to the United States or to U.S. operated repair facilities.

(ii) Procurement of the requirements listed below, *Provided,* That foreign cost is estimated not to exceed $10,000:

(*a*) Custodial services;

(*b*) Services of part-time instructors;

(*c*) Printing of base newspapers;

(*d*) Dry ice; and

(*e*) Other mandatory requirements for contractual services which by their nature can only be performed locally and where an organic capability does not exist.

(9) *Excess and near-excess foreign currencies.* Procurements made with excess or near-excess foreign currencies when procurement costs are in accordance with § 6.1106.

(10) *Items for use in Canada.* Procurements of Canadian end products or domestic source end products (see § 6.101) and procurements of services from Canadian or domestic concerns, for use in Canada.

(11) *Unreasonable cost.* Procurements, other than those covered in subparagraphs (1) through (10) of this paragraph, where U.S. end products or services are available, and the difference between the domestic cost and the foreign cost exceeds 50 percent of the foreign cost, shall be determined by the individuals designated in paragraph (b) of this section.

(12) *Commissary resale.* Purchases of brand name subsistence items of foreign origin for which there are no substitutes of U.S. origin which are intended for resale in overseas commissary stores.

(b) The individuals listed below, and the immediate deputies of those listed in subparagraph (1) of this paragraph, are designated to make the determinations required by (a) (5) and (11) of this section.

(1) Procurements estimated not to exceed $1 million in foreign cost, except that this authority may be redelegated to other individuals specifically designated for this purpose for procurements estimated not to exceed $10,000:

(i) Department of the Army—

(*a*) Commanding General, U.S. Theater Army Support Command, Europe;

(*b*) Commander in Chief, U.S. Army, Pacific, and DCSLOG, U.S. Army Pacific;

(c) Commanding General, U.S. Army Forces, Southern Command;
(d) Chief, U.S. Army Security Agency;
(e) Chief of Engineers;
(f) Commanding General, U.S. Army, Vietnam, and his immediate deputy;
(g) Commanding General, 1st Logistical Command, Vietnam, and his immediate deputy;
(ii) Department of the Navy—
(a) Commander in Chief, U.S. Naval Forces, Europe;
(b) Commander, U.S. Naval Forces, Japan;
(c) Commander, U.S. Naval Forces, Philippines;
(d) Chief of Naval Material;
(e) Commander in Chief, U.S. Atlantic Fleet;
(f) Commander, Service Force, Pacific Fleet;
(g) Commander, Military Sea Transportation Service (MSTS);
(h) Commandant, U.S. Marine Corps;
(i) Commander, Naval Facilities Engineering Command;
(j) Commander, U.S. Naval Forces, Vietnam, and his immediate deputy;
(k) Commanding General, III Marine Amphibious Force, and his immediate deputy;
(iii) Department of the Air Force—
(a) Commander, U.S. Air Forces in Europe;
(b) Commander, USAF Southern Command;
(c) Commander, Pacific Air Force;
(d) Commander, Military Airlift Command (MAC);
(e) Commander, Air Force Logistics Command;
(f) Commander, Air Force Systems Command;
(g) Commander, Strategic Air Command;
(h) Commander, Tactical Air Command;
(i) Commander, Aerospace Defense Command;
(j) Commanding General, U.S. Air Force, Vietnam, and his immediate deputy;
(iv) Defense Supply Agency—Executive Director, Procurement and Production;
(v) Defense Communications Agency—Director;
(vi) Authority to approve individual urgent foreign procurements estimated not to exceed $100,000 in foreign cost on the basis of nonavailability of U.S. end products or services to meet urgent military requirements for use in Vietnam may be redelegated by the Commanding General, U.S. Army, Vietnam; Commander, U.S. Naval Forces, Vietnam; Commanding General, III Marine Amphibious Force; and Commanding General, U.S. Air Force, Vietnam, to their procurement directors or to a comparable authority.

(2) Procurements estimated to exceed $1 million but not $3 million in foreign cost—Secretary of the Department concerned.

(3) Procurements estimated to exceed $3 million in foreign cost—Assistant Secretary of Defense (Installations and Logistics).

(c) Procurements of scientific and technical knowledge resulting in expenditures outside the United States and Canada shall be made only in the following cases:

(1) Those set forth in paragraph (a) (1), (2), (3), and (9) of this section;

(2) When it is determined in advance, by the individuals designated in paragraph (d) of this section, that the requirement can only be filled by foreign end products or services and that it is not feasible to forego filling the requirement or to provide a U.S. substitute for it; and

(3) Procurements other than those covered in subparagraphs (1) and (2) of this paragraph when U.S. end products or services are available, the domestic cost is not estimated to exceed $10,000, and the difference between the domestic cost and the foreign cost is determined by the individuals designated in paragraph (d) of this section to be so large as to make procurement of foreign end products and services clearly desirable. (Where the domestic cost is estimated to exceed $10,000, and the difference between the domestic cost and the foreign cost exceeds 50 percent of the foreign cost, the matter will be forwarded to the Director of Defense Research and Engineering for determination.)

Whenever practicable, such procurements shall be made on a cost sharing basis or other arrangement designed to limit any adverse effect on the balance of payments. Policy questions concerning such arrangements should be directed to the Principal Deputy of the Office of the Director of Defense Research and Engineering.

(d) The individuals listed below (and the immediate deputies of those listed in subparagraph (1) of this paragraph) are designated to make the determinations required by paragraph (c) (2) and (3) of this section.

(1) Procurements estimated not to exceed $1 million in foreign cost, except that this authority may be redelegated to individuals specifically designated for this purpose for procurements not to exceed $15,000:
(i) Department of the Army—
(a) Commanding General, Army Materiel Command;
(b) Chief of Engineers;
(c) Surgeon General, Army Medical Corps;
(d) Director of Army Research;
(ii) Department of the Navy—
(a) Chief of Naval Research;
(b) Commander, Naval Air Systems Command;
(c) Commander, Naval Ordnance Systems Command;
(d) Commander, Naval Electronics Systems Command;
(e) Commander, Naval Ship Systems Command;
(f) Chief, Bureau of Medicine and Surgery;
(g) Commander, Naval Supply Systems Command;
(h) Chief of Naval Development;
(i) Oceanographer of the Navy;
(j) Commander, Naval Facilities Engineering Command;
(iii) Department of the Air Force—
(a) Commander, Office of Aerospace Research;
(b) Commander, Air Force Systems Command;
(c) Commander, Air Force Logistics Command;
(iv) Defense Agencies—
(a) Director, Advance Research Projects Agency;
(b) Director, Defense Atomic Support Agency;
(c) Director, Defense Communications Agency;
(d) Director, Defense Intelligence Agency.

(2) Procurements estimated to exceed $1 million but not $3 million in foreign cost—Secretary of the Department concerned, or the Director of Defense Research and Engineering in the case of agencies set forth in subparagraph (1) (iv) of this paragraph.

(3) Procurements estimated to exceed $3 million in foreign cost—Director of Defense Research and Engineering.

(e) Complete documentation justifying procurements under paragraphs (a) and (c) of this section shall be prepared except when made pursuant to paragraphs (a) (2) and (7) of this section. Such documentation shall be prepared by requiring activities, furnished in requests for determination submitted to the individuals listed in paragraphs (b) and (d) of this section, and included in the contract file.

§ 6.806–1 Restricted solicitation.

* * * * *

(b) * * *

(1) If the domestic cost is in excess of $10,000, forwarded the matter for determination by the individuals designated in § 6.805–2(b).

* * * * *

PART 7—CONTRACT CLAUSES

11. In § 7.103–5 paragraphs (d) and (e) are revoked; §§ 7.103–24, 7.103–25, 7.104–33 are added; § 7.104–49 is revoked; §§ 7.105–50, 7.104–56, 7.105–5, 7.107(c) are revised; § 7.203–14 is added; § 7.204–36 is revoked; § 7.204–39 is revised; and § 7.204–49 the section heading is changed; as follows:

§ 7.103–5 Inspection.

* * * * *

(d) [Revoked]

(e) [Revoked]

§ 7.103–24 Responsibility for inspection.

Insert the clause set forth in § 14.101–1 of this chapter.

§ 7.103–25 Commercial bills of lading covering shipments under F.O.B. origin contracts.

COMMERCIAL BILLS OF LADING COVERING F.O.B. ORIGIN SHIPMENTS (DECEMBER 1969)

Prior to releasing any shipments for the Government, the Contractor shall insure that the commercial shipping documents are annotated with the legend:

"Transportation hereunder is for the U.S. Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and are to be reimbursed by, the Government.".

§ 7.104–33 Inspection system.

When it is desired to require contractors to maintain an inspection system in accordance with Military Specification MIL–I–45208 (see § 14.303 of this chapter), insert the following clause:

INSPECTION SYSTEM (AUGUST 1967)

The inspection system which the Contractor is required to maintain, as provided in paragraph (c) of the "Inspection" clause of this contract, shall be in accordance with the edition of Military Specification MIL–I–45208 in effect on the date of this contract.

§ 7.104–49 Government surplus. [Revoked]

§ 7.104–50 Management control systems.

MANAGEMENT CONTROL SYSTEMS REQUIREMENTS (MAY 1969)

The Contractor shall utilize the management control systems listed on the DD Form 1660, Management Control Systems Summary List, attached hereto and made a part hereof. Compliance with this clause shall not relieve the Contractor from complying with any other provision of this contract.

§ 7.104–56 Order of precedence.

The following clause, which may be modified to change the order or to add or delete items to meet the needs of a particular procurement, shall be inserted in all contracts which are not preceded by a written solicitation (see § 3.501(b)(3)(xxxi) of this chapter).

ORDER OF PRECEDENCE (AUGUST 1965)

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) General Provisions; (c) the other provisions of the contract whether incorporated by reference or otherwise; and (d) the Specifications.

§ 7.105–5 Liquidated damages.

In accordance with § 1.310 of this chapter, where a liquidated damages provision is to be used in a supply contract, the following provision shall be inserted as paragraph (f) of the Default clause (§ 8.707 of this chapter) and the present paragraphs (f) and (g) of that clause shall be redesignated "g" and "h":

(f) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damage to the Government for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages the Contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay, the amount set forth elsewhere in this contract. Alternatively, the Government may terminate this contract in whole or in part as provided in paragraph (a) of this clause, and in that event the Contractor shall be liable, in addition to the excess costs provided in paragraph (b) above, for such liquidated damages accruing until such time as the Government may reasonably obtain delivery or performance of similar supplies or services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, as defined in paragraph (c) above, and in such event, subject to the "Disputes" clause, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.

§ 7.107 Price escalation clause (labor and material).

* * * * *

(c) In negotiating adjustments under the clause, the contracting officer shall consider work in process and materials on hand at the time of changes in labor rates or material prices since these elements may have a significant impact on equitable price adjustments.

PRICE ESCALATION (DECEMBER 1969)

(a) If at any time during the performance of this contract there is an increase or decrease in the rates of pay for labor or unit prices for materials set forth in the Schedule, the Contractor shall notify the Contracting Officer thereof within 60 day. of such increase or decrease or within such further period as may be approved in writing by the Contracting Officer, but in any event not later than final payment under the contract. Such notice shall include the Contractor's proposal for an equitable adjustment in the contract unit prices to be negotiated in accordance with paragraph (b) below and shall be accompanied by data, in such form as the Contracting Officer may require, explaining (i) the causes, (ii) the effective date, and (iii) the amount, both of the increase or decrease and of the Contractor's proposal for an equitable adjustment.

(b) Promptly upon receipt of any notice and data described in (a) above, the Contractor and the Contracting Officer shall negotiate an equitable adjustment, and the effective date thereof, in the contract unit prices to reflect any change in the cost of performance of this contract due to the increase or decrease in rates of pay for labor or unit prices for materials set forth in the Schedule: *Provided, however,* That such negotiations may be postponed by the Contracting Officer until an accumulation of such increases and decreases results in an adjustment allowable under (c)(v). The equitable adjustment, and the effective date thereof, shall be set forth in an amendment to this contract. Such amendment shall also revise the rates of pay for labor or unit prices for materials set forth in the Schedule to reflect the increase or decrease therein. Pending agreement on, or determination of, any such adjustment and its effective date, the Contractor shall continue performance.

(c) Notwithstanding any other provision of this clause, any price adjustments under this clause shall be subject to the following limitations:

(i) There shall be no adjustment for supplies whose production cost is not affected by a change in the rates of pay for labor or unit prices for materials set forth in the Schedule;

(ii) There shall be no adjustment other than for increases or decreases in the rates of pay for labor or unit prices of materials set forth in the Schedule;

(iii) There shall be no adjustment for any increase or decrease in the quantities of labor or materials set forth in the Schedule for each item to be delivered hereunder;

(iv) No upward adjustment shall apply to supplies which are required by the contract delivery schedule to be delivered prior to the effective date of the adjustment, unless the Contractor's failure to deliver in accordance, with the delivery schedules results from causes beyond the control and without the fault or negligence of the Contractor within the meaning of the clause of this contract entitled "Default," in which case the contract shall be amended to make an equitable extension of the d-"very schedule;

(v) Except as provided in (d) below, there shall be no adjustment for any change in rates of pay for labor or unit prices for materials which would not result in a net change of at least 3 percent of the then current total contract price; and

(vi) The aggregate of the increases in any contract unit price made under this clause shall not exceed _____ percent of the original contract unit price.

(d) If, after delivery of the last unit called for by this contract, either party requests negotiation pursuant to (b) above, the limitations of (c)(v) shall not apply.

(e) The final invoice submitted under this contract shall include a certification that the Contractor has not experienced a decrease in rates of pay for labor or unit prices for materials set forth in the Schedule or that he has given notice of all such decreases in compliance with (a) above.

(f) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor and materials during all reasonable times until the expiration of 3 years from the date of final payment under this contract or for the time periods specified in Appendix M of the Armed Services Procurement Regulation, whichever expires earlier.

* * * * *

§ 7.203–14 Commercial bills of lading covering shipment to or from contractor's plant.

In accordance with § 19.217–1(b) of this chapter, insert the following clause:

COMMERCIAL BILL OF LADING NOTATIONS (DECEMBER 1969)

Prior to directing any shipment on a commercial bill of lading for which the Contractor will be reimbursed transportation costs as a direct allowable cost, the Contractor shall insure that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(i) When the Government is shown as the consignor or the consignee, the notation:

"Transportation hereunder is for the U.S. Department of Defense and the actual charges paid to the carrier(s) by the consignor or consignee are assignable to, and are to be reimbursed by, the Government."

(ii) When the Government will not be shown as the consignor or the consignee, the notation:

"Transportation hereunder is for the U.S. Department of Defense, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are to be reimbursed by the Government pursuant to cost-reimbursable contract No. _____. This may be confirmed by contacting _____ _____ (name and address of the contract administration office listed in the contract such as DCASR, Detroit, Michigan, 1580 East Grand Boulevard, Detroit, Mich. 48211)."

§ 7.204–36 Government surplus. [Revoked]

§ 7.204–39 First article approval.

(a) In accordance with § 1.1904 of this chapter, insert the clause set forth in § 7.104–55(a) with appropriate modifications.

(b) In accordance with § 1.1904 of this chapter, insert the clause set forth in § 7.104–55(b) with appropriate modifications.

§ 7.204–49 Safety precautions for ammunition and explosives.

* * * * *

12. Section 7.303–32 is revised; § 7.303–35 is revoked; §§ 7.303–36, 7.304–9, 7.402–25 are revised; § 7.403–13 is added; § 7.403–24 is revised; § 7.403–31 is revoked; § 7.603–10 is revised; § 7.603–45 is added; § 7.603–46 is revoked; §§ 7.605–42 and 7.702–32 are added; § 7.703–11 is revised; and §§ 7.703–24, 7.704–36, and 7.705–6 are added, as follows:

§ 7.303–32 Management control systems requirements.

In accordance with § 16.827–1 of this chapter, insert the clause in § 7.104–50.

§ 7.303–35 Government surplus. [Revoked]

§ 7.303–36 Bills of lading covering shipments from contractor's plant.

In accordance with the requirements of § 19.217–1(a) of this chapter, insert the clause in § 7.103–25.

§ 7.304–9 Extended liability under technical data warranty.

In accordance with § 1.324–11(b) of this chapter, the applicable clause set forth in § 7.105–8 (b) or (c) may be added as paragraph (d)(3) to the technical data warranty clause provided for in § 7.304–8.

§ 7.402–25 Government property.

(a) In accordance with Part 13 of this chapter, insert the clause or clauses set forth in § 7.104–24 (e), (f), and (g) and § 7.203–21 or the following clause, as appropriate.

GOVERNMENT PROPERTY (COST-REIMBURSEMENT, NONPROFIT) (DECEMBER 1969)

(a) *Government-furnished property.* The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described as Government-furnished property in this contract, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule of this contract or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished property is received delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor and shall equitably adjust the estimated cost, or delivery or performance dates, or both, and any other contractual provisions affected by any such delay. In the event that the Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property, or (ii) effect repairs or modifications. Upon completion of (i) or (ii) above, the Contracting Officer upon timely written request of the Contractor shall equitably adjust the estimated cost, or delivery or performance dates, or both, and any other contractual provision affected by the return, disposition, repair or modification. The foregoing provisions for adjustment are exclusive and the Government shall not be liable for suit for breach of contract by reason of any delay in delivery of Government-furnished property or delivery of such property in a condition not suitable for its intended use.

(b) *Changes in Government-furnished property.* (1) By notice in writing, the Contracting Officer may (i) decrease the property furnished or to be furnished by the Government under this contract, or (ii) substitute other Government-owned property for property to be furnished by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal, shipping, and disposal of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to subparagraph (1) above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Government had agreed in the Schedule to make available for the performance of this contract, the Contracting Officer, upon the written request of the Contractor (or if the substitution of property causes a decrease in the cost of performance, on his own initiative), shall equitably adjust such contractual provisions as may be affected by the decrease, substitution or withdrawal, in accordance with the procedures provided for in the "Changes" clause of this contract.

(c) *Title.* (1) Title to all property furnished by the Government shall remain in the Government. Title to all property purchased by the Contractor, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Government upon delivery of such property by the vendor. Title to other property, the cost of which is to be reimbursed to the Contractor under this contract, shall pass to and vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement or processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Government, whichever first occurs: *Provided, however,* That whenever the Contractor shall have obtained prior approval of the Contracting Officer for the acquisition of said property having an acquisition cost of less than $1,000, title to such property shall vest in the Contractor, notwithstanding the fact that the Contractor shall have been reimbursed for the cost thereof.

(2) Title to the Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(d) *Property administration.* The Contractor shall comply with the provisions of Appendix C, Armed Services Procurement Regulation, as in effect on the date of the contract, which is hereby incorporated by reference and made a part of this contract. Material to be furnished by the Government shall be ordered or returned by the Contractor, when required, in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation) as in effect on the date of this contract, which Manual is hereby incorporated by reference and made a part of this contract.

(e) *Use of Government property.* The Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of this contract.

(f) *Utilization, maintenance and repair of Government property.* The Contractor shall maintain and administer, in accordance with sound business practice, and in accordance with applicable provisions of Appendix C, a program for the utilization, maintenance, repair, protection and preservation of Government property so as to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions or instructions which the Contracting Officer may prescribe as reasonably necessary for the protection of the Government property.

(g) *Risk of loss.* (1) The Contractor shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location in which this contract is being performed;

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for utilization, maintenance, repair, protection, and preservation of Government property as required by (f) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under (f) above;

(iii) For which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the schedule;

(iv) Which results from a risk expressly required to be insured under some other provision of this contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

Provided, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

(2) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Contractor to carry such insurance under any other provision of this contract.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Contractor shall notify the Contracting Officer thereof, and shall communicate with the Loss and Salvage Organization, if any, now or hereafter designated by the Contracting Officer, and with the assistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has designated that no such organization be employed), shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of:

(i) The lost, destroyed, and damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall make repairs and renovations of the damaged Government property or take such other action as the Contracting Officer directs.

(4) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, he shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall otherwise reimburse the Government, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction or damage, and upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignments in favor of the Government) in obtaining recovery.

(5)[4] If this contract is for the development, production, modification, maintenance or overhaul of aircraft, or otherwise involves the furnishing of aircraft by the Government, the clause of this contract entitled "Flight Risks" shall control, to the extent it is applicable, in the case of loss or destruction of, or damage to, aircraft.

(h) *Access.* The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any of the Government property is located, for the purpose of inspecting the Government property.

(i) *Disposition of Government property.* Upon completion or expiration of this contract, or at such earlier dates as may be fixed by the Contracting Officer, any Government property which has not been consumed in the performance of this contract, or which has not been disposed of as provided for elsewhere in this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in paragraph (g) of the clause of this contract entitled "Termination for the Convenience of the Government" with respect to termination inventory. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be credited to the cost of the work covered by this contract, or shall be paid in such other manner as the Contracting Officer may direct. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

(j) *Removal of Government property and abandonment.* If the Contractor determines any Government property to be in excess of his needs under this contract, such Government property shall be disposed of in the same manner as provided by paragraph (i) above, except that the Government may abandon any Government property in place and thereupon all obligations of the Government regarding such abandoned property shall cease. Unless otherwise provided herein, the Government has no obligation to the Contractor with regard to restoration or rehabilitation of the Contractor's premises, neither in case of abandonment, disposition pursuant to paragraph (i) above, nor otherwise, except for restoration or rehabilitation costs caused by removal of Government property pursuant to paragraph (b) above.

(k) *Communications.* All communications issued pursuant to this clause shall be in writing or in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation).

(b) In accordance with § 4.116–4(e) of this chapter, the following may be added to subparagraph (c)(1) of the clause in paragraph (a) of this section:

Notwithstanding the provisions of this subparagraph (c)(1) relative to title, the Contracting Officer may at any time during the term of this contract, or upon completion or termination, transfer title to equipment to the Contractor upon such terms and conditions as may be agreed upon: *Provided*, That the Contractor shall not under any Government contract, or subcontract thereunder, charge for any depreciation, amortization or use of such equipment as is donated under this paragraph. Upon the transfer of title to equipment under this paragraph, such equipment shall cease to be Government property. The Contractor shall furnish the Contracting Officer a list of all such equipment where title is vested in the Contractor within ten (10) days following the end of the calendar quarter in which the transfer of title occurs.

§ 7.403–13 Bills of lading covering shipments to or from contractor's plant.

In accordance with the requirements of § 19.217–1(b) of this chapter, insert the clause in § 7.203–14.

§ 7.403–24 Safety precautions for ammunition and explosives.

In accordance with § 7.104–79, insert the clause set forth therein.

§ 7.403–31 Government surplus. [Revoked]

§ 7.603–10 Required insurance.

In accordance with § 10.405 of this chapter, insert the clause set forth in § 7.104–65 or the following clause. The number of days to be inserted in the following clause shall be that prescribed by the law of the State in which the contract is to be performed. Where no time limit is specified by State law, a minimum of 10 days shall be inserted.

REQUIRED INSURANCE (APRIL 1968)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

Type	*Amount*

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until _____ days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

§ 7.603–45 Bills of lading covering shipments from contractor's plant.

In accordance with the requirements of § 19.217–1(a) of this chapter, insert the clause in § 7.103–25.

§ 7.603–46 Insurance. [Revoked]

§ 7.605–42 Bills of lading covering shipments to or from contractor's plant.

In accordance with the requirements of § 19.217–1(b) of this chapter, insert the clause in § 7.203–14.

§ 7.702–32 Bills of lading covering shipments to or from contractor's plant.

In accordance with the requirements of § 19.217–1(b) of this chapter, insert the clause in § 7.203–14.

§ 7.703–11 Examination of records.

In accordance with § 7.203–7, insert the clauses set forth therein.

§ 7.703–24 Bills of lading covering shipments to or from contractor's plant.

In accordance with the requirements of § 19.217–1(b) of this chapter, insert the clause in § 7.203–14.

§ 7.704–36 Bills of lading covering shipments to or from contractor's plant.

In accordance with the requirements of § 19.217–1(b) of this chapter, insert the clause in § 7.203–14.

§ 7.705–6 Management control systems requirements.

In accordance with § 16.827–1 of this chapter, insert the clause in § 7.104–50.

13. Section 7.705–23 is revoked; §§ 7.705–24, 7.706–10, and 7.802–5 are revised; §§ 7.901–23 and 7.902–19 are revoked; §§ 7.902–28, 7.902–29, and 7.1302–2 are revised; and § 7.1302–5 is added, as follows:

§ 7.705–23 Health, safety, and accident prevention. [Revoked]

§ 7.705–24 Safety precautions for ammunition and explosives.

In accordance with § 7.104–79, insert the clause set forth therein.

[4] This subparagraph may be omitted where it is clearly inapplicable.

§ 7.706–10 Title.

TITLE (DECEMBER 1969)

(a) Title to all Facilities furnished by the Government shall remain in the Government. Title to all Facilities purchased by the Contractor, for the cost of which the Contractor is to be reimbursed as a direct item of cost under a related procurement contract, shall pass to and vest in the Government upon delivery of such Facilities by the vendor: *Provided, however,* That whenever the Contractor shall have obtained the prior approval of the Contracting Officer for the acquisition of any item of equipment having a unit cost of less than $1,000, title to such equipment shall vest in the Contractor. Title to other Facilities, the cost of which is to be reimbursed to the Contractor under a related procurement contract, shall pass to and vest in the Government upon (i) issuance for use of such Facilities in the performance of a related procurement contract, or (ii) commencement or processing or use of such Facilities in the performance of a related procurement contract, or (iii) reimbursement of the cost thereof by the Government, whichever first occurs. All Government-furnished Facilities, together with all Facilities acquired by the Contractor, title to which vests in the Government under this paragraph, are subject to the provisions of this clause and are hereinafter collectively referred to as "Government Facilities."

(b) Title to the Government Facilities shall not be affected by the incorporation or attachment thereof to any Facilities not owned by the Government, nor shall such Government Facilities, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(c) Notwithstanding the provisions of subparagraph (a) above relative to title, and in accordance with the criteria set forth in ASPR–4–116.4, the Contracting Officer may at any time during the term of this contract, or upon completion or termination, transfer title to equipment to the Contractor upon such terms and conditions as may be agreed upon: *Provided,* That the Contractor shall not under any Government contract, or subcontract thereunder, charge for any depreciation, amortization or use of such equipment as is donated under this paragraph. Upon the transfer of title to equipment under this paragraph, such equipment shall cease to be Government property. The Contractor shall furnish the Contracting Officer a list of all such equipment where title is vested in the Contractor within ten (10) days following the end of the calendar quarter in which the transfer of title occurs.

§ 7.802–5 Definitization.

(a) When it is known at the time of entering into the letter contract that the price of the definitive contract will be based on adequate price competition or will otherwise meet the criteria of § 3.807–3 of this chapter, paragraph (a) of the following clause may be appropriately modified to eliminate the requirement for cost or pricing data. The definitization schedule in paragraph (b) shall include (1) dates for submission of a make-or-buy plan, contractor's price and other proposals; (2) a date for commencement of negotiation of price and other terms and conditions; and (3) a target date for definitization. The target date shall be the earliest practicable date for definitization.

DEFINITIZATION (DECEMBER 1969)

(a) A _____ type definitive contract is contemplated. To accomplish this result, the Contractor agrees to enter into negotiation promptly with the Contracting Officer over the terms of a definitive contract, which will include all clauses required by the Armed Services Procurement Regulation on the date of execution of the letter contract, all clauses required by law on the date of the execution of the definitive contract and such other clauses, terms, and conditions as may be mutually agreeable. The Contractor agrees to submit a fixed-price proposal [cost and fee proposal], and cost or pricing data supporting that quotation.

(b) The schedule for definitization of this contract is set forth below:

_____

_____

_____

Target date for definitization: _____

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date set forth in (b) above or any extension thereof by the Contracting Officer, the Contracting Officer may, with the approval of the head of the procuring activity, determine a reasonable price or fee in accordance with ASPR Section III, Part 8, and Section XV, subject to appeal by the Contractor as provided in the "Disputes" clause of this contract. In any event, the Contractor shall proceed with completion of the contract, subject only to the "Limitation of Government Liability" clause. After the date of the Contracting Officer's determination of price or fee, the contract shall be governed by:

(i) All clauses required by the Armed Services Procurement Regulation on the date of execution of this letter contract for either a fixed price type contract or a cost reimbursement type contract as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Such other clauses, terms and conditions as may be mutually agreed upon.

To the extent consistent with the foregoing, all clauses, terms and conditions included in this letter contract except which by their nature are applicable only to a letter contract shall continue to be effective.

(b) Where the award of the letter contract is based on price competition, the following paragraph (d) shall be added to the clause in (a) above. In the blank therein, insert the contractor's proposed price on which the award was made.

(d) The definitive contract resulting from this letter contract will include a negotiated [price ceiling] [firm fixed-price] in no event to exceed $_____.

§ 7.901–23 U.S. products and services (balance of payments program). [Revoked]

§ 7.902–19 Audit and records. [Revoked]

§ 7.902–28 Bills of lading covering shipments to or from contractor's plant.

In accordance with the requirements of § 19.217–1(b) of this chapter, insert the clause in § 7.203–14.

§ 7.902–29 Safety precautions for ammunition and explosives.

In accordance with § 7.104–79, insert the clause set forth therein.

§ 7.1302–2 Examination and testing.

EXAMINATION AND TESTING (DECEMBER 1969)

(a) The Government examination and testing of dairy products shall be in accordance with the DOD Handbook No. H–57, "Supplement A—Procurement Quality Assurance for Fresh Dairy Products." The Contractor agrees that a lot consists of a day's production of the type of product delivered or intended to be delivered. Whether sampling is conducted at origin or at destination, the Contractor agrees that the results of the tests performed using the samples selected in accordance with DOD Handbook No. H–57, Supplement A, will apply to the entire contract quantity of each type product delivered on the date specified at the time of sampling and that the results will be used in determining the weighted average of butterfat, milk solids nonfat, and total solids for the monthly period.

(b) The Government reserves the right to test all products to be delivered under the contract. Samples selected by the Government at origin shall be furnished at the expense of the Contractor and shall be considered to be representative of all the products delivered to the Government from the lot sampled. The Contractor shall certify the quantity of all products delivered from lots sampled at origin. Samples selected by the Government at destination shall be furnished at the expense of the Government and shall be considered to be representative of all of that type of product delivered to the Government on the date sampled.

(c) When samples are selected from containers of ½ gallon size or smaller, the entire content of the container shall constitute the sample; when samples are selected from containers larger than ½ gallon, a ½-pint sample shall be withdrawn for laboratory analysis.

(d) When the butterfat, milk solids nonfat or total solids of any type of product as determined by chemical analysis is less than required by this contract, the Contractor shall reimburse the Government for the deficiency in the amount determined pursuant to the clause entitled "Deficiency Adjustment." For this purpose the butterfat, milk solids nonfat, and total solids content of the entire quantity of each type of product delivered during a monthly period shall be deemed to be the weighted average of the results of the tests of all samples thereof selected during said period. If the butterfat, milk solids nonfat, or total solids content of any type of product in any monthly period, as determined by a chemical analysis of at least two (2) samples, is less than required by this contract, the Contractor shall reimburse the Government for the deficiency in an amount determined pursuant to the clause entitled "Deficiency Adjustment." Deficiencies so computed, totaling $25 or less during a monthly accounting period will not be assessed. Monthly periods commence on the first (1st) day of the contract period and on the same day of each succeeding calendar month thereafter. The butterfat, milk solids nonfat, and total solids content of one type of product will not be averaged with or offset against the content of another type of product, and the content of products delivered in any one monthly period will not be averaged with or offset against the content of products delivered in any other monthly

period. No payment will be made for butterfat, milk solids nonfat, and total solids content in excess of the amount by this contract.

§ 7.1302–5 Chemical and microbiological requirements (fresh dairy foods).

(a) *Chemical requirements.* Fresh dairy foods shall meet the chemical requirements of each fresh dairy food specification cited in the contract on the date of award.

(b) *Microbiological requirements.* Milk and milk products as defined in DOD Handbook No. H–57, Supplement A, shall meet microbiological requirements stated in the Public Health Service Publication 229 in effect on the date of award. In the event of conflict between these requirements and individual product specifications, the requirements of Public Health Service Publication 229 shall govern.

(c) *Cultured products.* Cultured products shall meet the coliform requirements as specified in the Public Health Service Publication 229 in effect on the date of award. In the event of conflict between these requirements and individual product specifications, the requirements of Public Health Service Publication 229 shall govern.

PART 8—TERMINATION OF CONTRACTS

14. Sections 8.202, 8.206–1, 8.208(a), and 8.213(d) are revised; § 8.403 is revoked; §§ 8.404–1, 8.404–2, 8.404–5, and 8.405–1(b) are revised; in § 8.707 a paragraph (g) is added to the "Default" clause; in § 8.708(a) in the "Excusable Delays Clause" a parenthetical phrase is added at the end thereof; as follows:

§ 8.202 Prior notification of significant contract terminations.

(a) Prior Defense Department clearance of the information release is required before any notice or any information concerning a proposed contract termination involving a reduction in employment of 100 or more contractor employees is released to a contractor. Coordination of the timing of the notice to the contractor and release of information to Congress or the public is the responsibility of each Military Department through its liaison point designated in paragraph (d) of this section. In a labor surplus area a lesser number than 100 may be significant, and if so, such information release should be similarly cleared.

(b) The following information will be submitted to the appropriate Departmental liaison point:

(1) Contract number, date, type of contract;

(2) Name of company;

(3) Nature of contract or end item;

(4) The reasons for the termination;

(5) Contract price of items terminated;

(6) Total number of contractor employees involved including the Government's estimate of the number who may be discharged;

(7) Statement of anticipated impact on the company and the community (identify); identify area labor category; whether contractor is large or small business, and include any known impact on hardcore disadvantage employment programs;

(8) Total number of subcontractors involved as well as the impact in this area, if known; and

(9) Draft (unclassified) of suggested press release of information.

(c) Clearance to release the information will be requested as soon as possible after the decision has been made to terminate a contract. Pending receipt of clearance to release, information pertinent to the termination will require "For Official Use Only" handling unless a security clearance is required.

(d) The Departmental liaison points for prior clearance to release information on significant terminations are as follows:

Army	OSA, OCLL (SACLL), ASA (I&L) (Copy).
Navy	Chief of Legislative Affairs (OLA–N).
Air Force	HQ USAF (AFSPP).
Defense Supply Agency	DSAH–PC.

(e) Liaison offices of Military Departments will act promptly on the request for clearance to release information (not later than 2 working days after receipt) to avoid the accrual of termination costs.

§ 8.206–1 Termination status report.

Upon receipt of the termination notice, it is the responsibility of the contract administration office to prepare DD Form 1598, Contract Termination Status Report, and transmit two copies to the purchasing office except in the case of Air Force contracts issued by Air Force Systems Command activities, to the Air Force Contract Management Division, Air Force Unit Post Office, Los Angeles, Calif. 90045; and one copy to the headquarters office to which the contract administration office is directly responsible. In addition, these reports shall be furnished on a quarterly basis for the quarters ending March, June, September, and December within 30 days after the end of the respective quarter, and upon closing of the termination case.

§ 8.208 Audit of prime contract settlement proposals and of subcontract settlements.

(a) Each settlement proposal of $10,000 or over submitted by a prime contractor shall be referred by the TCO to the Defense Contract Audit Agency for appropriate examination and recommendation. The TCO may, when circumstances indicate the necessity therefor, refer settlement proposals of less than $10,000 to such agency. The TCO's referral shall be in writing, indicate any specific information or data which the TCO desires to have developed, and include any facts or circumstances within the knowledge of the TCO which will assist the Defense Contract Audit Agency in the accomplishment of its function. The auditor shall develop such information and may make such further accounting review as he deems appropriate. The Defense Contract Audit Agency shall submit written comments and recommendations to the TCO. In claims of less than $10,000 where a formal examination of the settlement proposal is not warranted, a desk review will be performed by the TCO or a qualified member of his staff. A written summary of the review will be incorporated in the termination case file.

* * * * *

§ 8.216 Terminated contracts with Canadian Commercial Corporation.

* * * * *

(d) Termination claims submitted by U.S. subcontractors and suppliers normally should be referred by the Canadian Commercial Corporation to the TCO (normally DCASR, Detroit) for settlement in accordance with this part and Part 24 of this chapter. Upon completion of all settlement action, including settlement review board approval if required, the TCO shall advise the Canadian Commercial Corporation of the amount of the net settlement agreed upon, which shall be included in the termination claim submitted pursuant to paragraph (b) of this section. Execution of a settlement agreement with the subcontractor shall be the responsibility of the Canadian Commercial Corporation.

§ 8.403 Notice to the General Accounting Office. [Revoked]

§ 8.404–1 Submission of settlement proposal.

The contractor shall submit a settlement proposal covering unvouchered costs and his claim for a fee, if any. Such proposal shall be submitted to the TCO within 1 year from the effective date of termination, unless the period has been extended in accordance with the terms of the contract and in the form prescribed in § 8.803 and set forth in F–200.547, unless the head of the procuring activity concerned authorizes modification thereof. The proposal shall contain only unvouchered costs and the contractor may not include in such proposal costs which:

(a) Have been finally disallowed by the contracting officer; or

(b) Are the subject of a reclaim voucher or any costs of a similar nature.

§ 8.404–2 Audit of settlement proposal.

The TCO shall submit the settlement proposal to the Defense Contract Audit Agency for appropriate examination and recommendation in accordance with § 8.208. However, if the settlement proposal is limited to an adjustment of fee, no referral to the Defense Contract Audit Agency is required.

§ 8.404–5 Final settlement.

(a) The TCO shall proceed with the settlement and execution of an appropriate settlement agreement upon receipt of the audit report, if applicable, and the contract audit closing statement covering vouchered costs.

(b) The fee shall be adjusted as provided in § 8.406.

(c) The final settlement agreement may include all claims of the Government and of the contractor under the terminated contract, except that no amount may be allowed for any item of cost disallowed by the contracting officer, or for any other item of cost of the same nature.

(d) The provisions of the contract governing the types of reimbursable costs shall constitute the basis of negotiations; however, if an overall settlement of costs is agreed upon, agreement on each separate element of cost is not necessary. In appropriate cases, differences may be compromised and doubtful questions settled by agreement. An overall settlement shall not, under any circumstances, be made the means of reimbursing contractors for costs which under the provisions of the contract are clearly not allowable.

§ 8.405–1 General.

* * * * *

(b) In the case of the foregoing exceptions, the procedures in §§ 8.402 and 8.404 are applicable.

§ 8.707 Default clause for fixed-price supply contracts.

* * * * *

DEFAULT (AUGUST 1969)

* * * * *

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

§ 8.708 Excusable delays clause for cost-reimbursement type contracts.

(a) *General.* * * *

EXCUSABLE DELAYS (AUGUST 1969)

* * * (As used in this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.)

* * * * *

15. In § 8.709(a) the clause heading is changed and new clause paragraph (g) is added; in § 8.710(a) the clause heading is changed and new clause paragraph (g) is added; § 8.804 is revoked; in § 8.805–1 Article 6 of "This Supplemental Agreement of Settlement" subparagraphs (2) and (3) are revised; in § 8.805–2, Article 7 of the Settlement Agreement, subparagraphs (2) and (4) are revised; in § 8.805–4, Article 6 of the Settlement Agreement, subparagraphs (7) and (8) are revised; in § 8.805–5, Article 3 of the Supplemental Agreement, subparagraphs (2) and (3) are revised; and § 8.809 is revised, as follows:

§ 8.709 Default clause for fixed-price construction contracts.

(a) * * *

TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS (AUGUST 1969)

* * * * *

(g) As used in paragraph (d)(1) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

* * * * *

§ 8.710 Default clause for fixed-price research and development contracts.

(a) * * *

DEFAULT (AUGUST 1969)

* * * * *

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

* * * * *

§ 8.804 DD Form 547s—Notice of Audit Status Date. [Revoked]

§ 8.805–1 Settlement agreement for use in settling fixed-price prime contracts after complete termination.

This Supplemental Agreement of Settlement, * * *

ARTICLE 6. * * *

(2) All rights and liabilities of the parties arising under the contract articles, if any, or otherwise which relate to reproduction rights, patent infringements, inventions, applications for patent and patents, including rights to assignments, invention reports, and licenses, and in covenants of indemnity against patent risks.

(3) All rights of the Government to take the benefit of agreements or judgments reducing or otherwise affecting royalties paid or payable in connection with the performance of the contract.

* * * * *

§ 8.805–2 Settlement agreement for use in settling fixed-price prime contracts after partial termination.

This Supplemental Agreement of Settlement, * * *

ARTICLE 7. * * *

(2) All rights of the Government to take the benefit of agreements or judgments reducing or otherwise affecting royalties paid or payable in connection with the performance of the contract.

* * * * *

(4) All rights and liabilities of the parties arising under the contract articles, if any, or otherwise which relate to reproduction rights, patent infringements, inventions, applications for patent and patents, including rights to assignments, invention reports, and licenses, and in covenants of indemnity against patent risks.

* * * * *

§ 8.805–4 Settlement agreement for use in settling cost-reimbursement type prime contracts after complete termination where settlement includes costs.

This Supplemental Agreement of Settlement, * * *

ARTICLE 6. * * *

(7) All rights and liabilities of the parties arising under the contract articles, if any, or otherwise which relate to reproduction rights, patent infringements, inventions, applications for patent and patents, including rights to assignments, invention reports, and licenses, and in covenants of indemnity against patent risks.

(8) All rights of the Government to take the benefit of agreements or judgments reducing or otherwise affecting royalties paid or payable in connection with the performance of the contract.

* * * * *

§ 8.805–5 Settlement agreement for use in settling cost-reimbursement type prime contracts after complete termination where settlement is limited to fee.

This Supplemental Agreement of Settlement, * * *

ARTICLE 3. * * *

(2) All rights and liabilities of the parties arising under the contract articles, if any, or otherwise which relate to reproduction rights, infringements, inventions, applications for patent and patents, including rights to assignments, invention reports, and licenses, and in covenants of indemnity against patent risks.

(3) All rights of the Government to take the benefit of agreements or judgments reducing or otherwise affecting royalties paid or payable in connection with the performance of the contract.

* * * * *

§ 8.809 Format for termination contracting officer's settlement memorandum for cost-reimbursement type contracts.

This memorandum shall be addressed to a reviewing authority or the file in accordance with § 8.211. This format may be appropriately modified and used to cover subcontract settlements.

PART I—GENERAL INFORMATION

1. *Identification.* (Identify memorandum as to its purpose and content.)

a. Name and address of the contractor. Comment on any pertinent affiliation between prime and subcontractors relative to the overall settlement.

b. Names and titles of contractor and Government personnel who participated in the negotiation.

2. *Description of Terminated Contract.*

a. Date of contract and contract number.

b. Type of contract.

c. General description of contract items.

d. State total contract cost and fee data if complete termination.

e. Furnish reference to the contract termination provisions (cite ASPR ------ or other special provisions).

3. *Termination Notice.*

a. Reference termination notice and state effective date of termination.

b. Scope and nature of termination (complete or partial, items terminated, estimated costs and fee data applicable to items terminated).

c. State whether termination notice was amended, and if so, explain.

d. Explain scope of the settlement as to whether settlement concerns fee only or whether costs are also included.

PART II—CONTRACTOR'S SETTLEMENT PROPOSAL

1. *Date and Amount.* Indicate date and location where claim was filed. State gross amount of claim. (If interim settlement proposals were filed, furnish information for each claim.)

2. *Examination of Proposal.* State type of reviews made and by whom (audit, engineering, legal, or other).

PART III—TABULAR SUMMARY OF SETTLEMENT

1. *Summary.* Summarize the proposed settlement in tabular form substantially as shown in Attachments A and B. Partial settlements may be summarized on Attachment B.

2. *Comments.* Furnish comments in amplification of tabular summaries.

a. Summary of Final Settlement (see Attachment A).

(1) If the auditor's final report was not available for consideration, state the circumstances.

(2) Explain how the fixed fee was adjusted. Identify basis used, such as percentage of completion. Include a description of factors considered and how they were considered. Include any tabular summaries and breakdowns deemed helpful to an understanding

of the process. Factors which may be given consideration are outlined in 8-406.

(3) Briefly identify matters included in liability for property and other charges against the contractor arising from the contract.

(4) Identify reservations included in the settlement that are other than standard reservations required by regulations and which are concerned with pending claims and refunds.

(5) Explain substantial or otherwise important adjustments made in cost figures submitted by the contractor in arriving at the proposed settlement.

(6) If unreimbursed costs were settled on a lump sum basis, explain the general basis for and the major factors considered in arriving at this settlement.

(7) Comment on an unusual items of cost included in the claim and on any phase of cost allocation requiring particular attention and not covered above.

(8) If auditor's recommendations for nonacceptance were not followed, explain briefly the main reasons why such recommendations were not followed.

(9) On items recommended for further consideration by the auditor, explain, in general, the basis for the action taken thereon.

(10) If any cost previously disallowed by a contracting officer is included in the proposed settlement, identify and explain the reason for inclusion of such costs.

(11) Show settlements with subcontractors by breakdown as follows:

	Number of settlement	Total dollar amount
Approved by Terminating Contracting Officer		
Concluded by contractor under delegation of authority.		
Approved by Settlement Review Board		
No cost settlements		
Total		

(12) The following summary will be followed where settlement includes costs and fixed fee in a complete termination.

Gross settlement		$
Less: Disposal credits		$
Net settlement		$
Less:		
Prior payments	$	
Other credits or deductions	$	
Total		$
Net payment		$
Total contract estimated cost plus fixed fee		$
Less:		
Net settlement	$	
Estimated reserve for exclusions	$	
Final contract price (Consisting of $ for reimbursement of costs and $ for adjusted fixed fee)	$	$
Reduction in contract price (credit)		$

(13) *Plant clearance.* Indicate dollar value of termination inventory and state whether plant clearance has been completed. Attach consolidated plant clearance report (DD Form 1636, Inventory Disposal Report).

(14) *Government property.* State whether all Government property has been accounted for.

(15) If the settlement is restricted to an adjustment of the fixed fee only, then the following summary will be included.

Amount of reduction in estimated costs	$
Amount of reduction in fixed fee	$
Reduction in contract price (credit)	$

PART IV—RECOMMENDATIONS

1. *Recommendation.* Set forth the amount of the proposed negotiated settlement and make recommendation that the settlement is fair and reasonable to the Government and the contractor and as such should be approved.

2. *Signature.* The termination contracting officer and negotiator will sign and date the memorandum.

SUMMARY OF SETTLEMENT—COST TYPE CONTRACT [1]

Contract No. ....., termination No. .....

	Amount claimed	Amount allowed
1. Previous reimbursed costs—prime and subs	$	$
2. Previous unreimbursed costs		
3. Total cost settlement	$	$
4. Previous fees paid—prime	$	$
5. Previous fees unpaid—prime		
6. Total fee settlement	$	$
7. Gross settlement	$	$
Less: Deductions not reflected in Items 1-7		
a. Disposal credits	$	
b. Other charges against contractor arising from contract	$	
8. Net settlement		$
Less: Prior payment credits		
9. Net payment		$
10. Recapitulation of previous settlements (insert number of previous partial settlements effected on account of this particular termination):		
Aggregate gross amount of previous settlements		$
Aggregate net amount of previous partial settlements		$
Aggregate net payment provided in previous partial settlements		$
Aggregate amount allowed for prime contractor acquired property taken over by the Government in connection with previous partial settlements		$
11. Status of contract (Fill out to extent applicable):		
a. Date of discontinuance of Form 1034, cost vouchers		Date
b. Audit status date		Date
c. Total amount of any GAO exceptions outstanding at date of settlement		$

[1] Use applicable portion of partial settlement.

ATTACHMENT A

UNREIMBURSED COSTS SUBMITTED ON DD FORM 547 [1]

Costs	Amounts claimed by contractor's proposal	Auditor's recommendation		TCO's computation
		Cost questioned	Unresolved items	
1. Direct material				
2. Direct labor				
3. Indirect factory expense				
4. Dies, jigs, fixtures and special tools				
5. Other costs				
6. General and administrative expense				
7. Fee				
8. Settlement expense				
9. Settlements with subs				
10. Total costs (Items 1-9)				

[1] Expand the format to include recommendations of technical personnel as required.

ATTACHMENT B

PART 9—PATENTS, DATA, AND COPYRIGHTS

16. In § 9.106 the clause heading is changed and a new clause paragraph (e) is added; § 9.106-1 (c) is revised; § 9.107-5, in paragraph (a) of this section the clause heading is changed and subparagraph (g) (4) of the clause is revised and in paragraph (b) of this section the clause heading is changed and subparagraph (f) (4) of the clause is revised; §§ 9.109-4(a) and 9.411 are also revised, as follows:

§ 9.106 Classified contracts. * * *

FILING OF PATENT APPLICATIONS (DECEMBER 1969)

* * * * *

(e) The substance of this clause shall be included in all subcontracts which cover or are likely to cover classified subject matter.

§ 9.106-1 Classified contracts—contracting officer's duties.

* * * * *

(c) A request for the approval referred to in paragraph (c) of the clause in § 9.106 must be considered and acted upon promptly in order to avoid the loss of valuable patent rights of the Government or the contractor.

§ 9.107-5 Clauses for domestic contracts.

(a) *Patent rights (title) clause.* * * *

PATENT RIGHTS (TITLE) (DECEMBER 1969)

* * * * *

(g) *Withholding of payment.* * * *

(4) No amount shall be withheld under this paragraph (g) while the amount specified by this paragraph is being withheld under other provisions of this contract. The total amount withheld under (1), (2), and (3) above shall not exceed $50,000 or five percent (5%), of the amount of this contract whichever is less. The withholding of any amount or subsequent payment thereof to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract. This paragraph

shall not be construed as requiring the Contractor to withhold any amounts from a subcontractor to enforce compliance with the patent provision of a subcontract. As used in this paragraph (g), "this contract" means "this contract as from time to time amended." In cost-type contracts, "amount of this contract" means "estimated cost of this contract."

* * * * *

(b) *Patent rights (license) clause.* * * *

PATENT RIGHTS (LICENSE) (DECEMBER 1969)

(f) *Withholding of payment.* * * *

(4) No amount shall be withhold under this paragraph (f) while the amount specified by this paragraph is being withheld under other provisions of this contract. The total amount withheld under (1), (2), and (3) above shall not exceed $50,000 or five percent (5%) of the amount of this contract whichever is less. The withholding of any amount or subsequent payment thereof to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract. This paragraph shall not be construed as requiring the Contractor to withhold any amounts from a subcontractor to enforce compliance with the patent provision of a subcontract. As used in this paragraph (f), "this contract" means "this contract as from time to time amended." In cost-type contracts, "amount of this contract" means "estimated cost of this contract."

* * * * *

§ 9.109–4 Conveyance of invention rights to Government.

(a) Where the Government is entitled to the conveyance of the entire right, title, and interest in a subject invention pursuant to a contract, assignments are required from the inventor to the contractor and from the contractor to the Government, to establish clearly the chain of title from the inventor to the Government. The form of conveyance of title from the inventor to the contractor must be legally sufficient to convey the rights the contractor is required to convey to the Government. The format set forth below, which provides the complete chain of title in a single instrument, is approved for use by the contractor to convey title to the Government pursuant to paragraphs (b) and (c)(1)(v) of the clause in § 9.107–5(a), and paragraphs (d)(iii)(B) and (d)(v) of the clause in § 9.107–5(b). The contractor shall forward either the preferred single instrument assignment or, if separate documents are used, both assignments at the same time for recording as required by § 9.109–5.

ASSIGNMENT

Inventor(s): _____
Contractor: _____
Contract No. _____
Government Agency _____
Application Title: _____
Contractor's Invention Docket No. _____
Serial No. _____
Filing Date: _____
Date Inventor(s) Executed Oath: _____

The undersigned Inventor(s), in recognition of his (their) obligation as employee(s) of the Contractor to assign inventions to the Contractor, and pursuant to the obligations of the Contractor to the Government under the above contract, hereby assigns (assign) to the United States of America, subject to a nonexclusive and royalty-free license which is hereby reserved to the Contractor, all right, title and interest in and to each invention disclosed and claimed in the above U.S. patent application.

The license reserved to the Contractor shall extend to all existing and future associated and affiliated companies, if any, within the corporate structure of which the Contractor is a part and shall be assignable to the successor of that part of the Contractor's business to which such invention pertains.

The Inventor(s) further agrees (agree) to assist the Contractor, and the Government, upon request, by furnishing any available information and documents, and by performing all acts and doing all things which may be reasonably necessary to make this assignment effective.

The Contractor joins in and agrees to the foregoing assignment, and except for the above reservation of a license relinquishes and assigns all rights, title and interest in and to such inventors, and further agrees to furnish to The United States of America, upon request, any available information and documents necessary for the prosecution of the above-identified application for patent (including prosecution and settlement of interferences), and any substitution, division, continuation-in-part, or continuation of such patent application and any application for reissue of any patent resulting from such patent application.

Signed this ____ day of _____, 19 ____.
[SEAL] _____
(Inventor(s))
ATTEST: By _____
_____
(Address)
Signed this ____ day of _____, 19 ____.
ATTEST:
(Contractor)

* * * * *

§ 9.411 Procurement of rights in inventions, patents and copyrights.

Even though no infringement has occurred or been alleged, it is the policy of the Department of Defense to procure rights under patents, patent applications, and copyrights whenever it is in the Government's interest to do so and the desired rights can be obtained at a fair price. The required and suggested clauses in §§ 9.409 and 9.410 shall be required and suggested clauses, respectively, for license agreements and assignments made under this paragraph. The instructions in §§ 9.409 and 9.410 concerning the applicability and use of those clauses shall be followed insofar as they are pertinent.

PART 10—BONDS, INSURANCE, AND INDEMNIFICATION

17. Sections 10.101–9 and 10.105–2 are revoked; §§ 10.403(c), 10.405, and 10.603 are revised, as follows:

§ 10.101–9 Patent infringement bond. [Revoked]

§ 10.105–2 Patent infringement bond. [Revoked]

§ 10.403 Workmen's compensation and war hazard insurance overseas.

* * * * *

(c) Requests for waivers shall be submitted through channels for the Army, to the Labor Advisor, Office of the Assistant Secretary of the Army (I&L), for the Navy, to the Chief of Naval Material (Attention: Contract Insurance Branch), for the Air Force, to the Directorate of Procurement Policy, Headquarters USAF, and for the Defense Supply Agency, to the Deputy Director, Contract Administration Services, Attention: DCAS–AF. The request for waiver shall include the following:

(1) Name of contractor;
(2) Business mailing address of contractor;
(3) Contract number;
(4) Date of award;
(5) Geographic location where contract will be performed;
(6) Name of insurance company providing the Defense Base Act coverage;
(7) Nationality of employees to whom waiver is to apply; and
(8) Reason for waiver.

* * * * *

§ 10.405 Work on a Government installation.

(a) Insert the clause set forth in § 7.603–10 of this chapter in all construction and architect-engineer contracts requiring work on a Government installation, and the clause set forth in § 7.104–65 of this chapter in all other contracts requiring work on a Government installation. Neither clause is required, however, for contracts (1) of $2,500 or less, (2) where only a small amount of work is required on a Government installation (e.g., a few brief visits per month), and (3) where all work on a Government installation is to be performed outside the United States, its possessions, and Puerto Rico. The coverage specified in § 10.501 is the minimum insurance required and shall be included in the clause in § 7.603–10 of this chapter or in the contract schedule. Additional coverage and higher limits may be required by the contracting officer.

(b) The clause set forth in § 7.104–65 of this chapter may also be included in contracts described in paragraph (a) of this section when the contracting officer judges this to be in the interest of the Government. In such contracts, if appropriate, any of the kinds of insurance listed in § 10.501 may be omitted from the Schedule, and the limits may be lowered.

§ 10.603 Use and eligibility for plan.

The rating plan described in this subpart shall be applied to all eligible defense projects where such application is determined by the Army Materiel Command, Attention: AMCPP–SC, for the Department of the Army; the Chief of Naval Material, Attention: Contract Insurance Branch, for the Department of the Navy; Air Force Systems Command, Air Force Contract Management Division, Attention: CMK, for the Department of the Air Force; and the Deputy Director, Contract Administration Services, Attention: DCAS–AF, for the Defense Supply Agency, to be in the best interest of the Government. The rating plan may be applied to cost-reimbursement type contracts and also, in appropriate cases, to fixed-price contracts

with price redetermination provisions. A defense project is eligible for application of a plan when (a) eligible Government contracts represent, at inception of the plan, at least 90 percent of the payroll for total operations at the specific locations of the project; and (b) the annual premium for insurance is estimated to be at least $10,000. A defense project may include contracts awarded by more than one Department to the same contractor.

PART 12—LABOR

18. Section 12.101–1(c) and (f)(3) are revised and the present subparagraph (f)(3) is redesignated as (f)(4); §§ 12.101–3(c), 12.101–4, 12.101–5 (b) and (c), 12.101–6(f), 12.106–2 and 12.107 (a) and (b) are revised, as follows:

§ 12.101–1 General.

* * * * *

(c) No Department shall take any independent action which would have the effect of establishing major policy with respect to labor relations matters. Approval of the Office of the Assistant Secretary of Defense (Installations and Logistics) will be obtained on major policies relating to potential and actual work stoppage matters. Recommendations for plant seizure, injunctive action or resolution of interservice disagreements would be examples of actions establishing major policy relating to work stoppage matters. Approval of the Office of the Assistant Secretary of Defense (I&L) will be obtained also on major policies relating to all other labor relations matters.

* * * * *

(f) * * *

(3) Advising the National Office of the Federal Mediation and Conciliation Service or other appropriate mediation agency of the proposed award of a new contract, or the increase in quantities or scope of work under existing contract, totaling $5 million or more to be performed at a facility involved in an actual or imminent work stoppage. The Headquarters, Labor Relations Office of the Department concerned, will monitor information concerning proposed contract awards by using standard Departmental reports of prior notification of contract awards. The reports will be used to initiate consultation with the National Office of the Federal Mediation and Conciliation Service or other appropriate mediation agency. After such consultation, a determination will be made whether the announcement of the contract award would have a detrimental effect on labor-management negotiations. If no mediation agency is involved in the labor-management negotiations, the Labor Relations Office at Departmental level will provide advice in the above determination; or

(4) Seeking to obtain such voluntary agreement between management and labor as will permit, notwithstanding the general continuance of the dispute, uninterrupted procurement of military supplies and services, provided such activity does not involve the Department in the merits of a labor difference or dispute.

§ 12.101–3 Reporting of labor disputes.

* * * * *

(c) Labor disputes should be reported on DD Form 1507, Work Stoppage Report. An initial report should be submitted when a work stoppage due to a labor dispute is imminent or when such work stoppage occurs and thereafter when a significant change occurs in the dispute situation.

* * * * *

§ 12.101–4 Impact of labor disputes on defense programs.

(a) Each Military Department shall determine the degree of impact of potential or actual labor disputes on its own programs and requirements, considering among others the following factors:

(1) Whether the dispute involves a product, project, or service which must be obtained in order to meet schedules for urgently needed military programs or requirements; or

(2) Whether alternative sources of supply for the product, project, or service involved are reasonably available to fulfill the requirement or program in time to maintain essential military schedules.

(b) Within each Military Department, the procuring activity involved shall obtain and develop data reflecting the impact of a dispute on requirements and programs. Upon determining the impact, the Head of the Procuring Activity shall submit through appropriate channels a report of his findings, together with recommendations, to the headquarters labor relations office originally notified pursuant to § 12.101–3(b). Such reports shall be in narrative form and shall include the following information:

(1) Location of dispute and name of contractor or subcontractor involved;

(2) A statement indicating the degree of impact, relating specific items or construction involved to the programs or requirements affected;

(3) Identity of alternate sources available to furnish supply or service within the time required; and

(4) A description of any action taken to reduce impact.

(c) Reports of impact shall be made to the Office of the Assistant Secretary of Defense (Installations and Logistics):

(1) Upon specific request; or

(2) When considered by the Military Department to be of sufficient urgency to warrant the attention of the Assistant Secretary of Defense (Installations and Logistics).

(d) Reports submitted in accordance with paragraph (c) of this section shall be developed by the Headquarters Labor Relations Office concerned and shall cover the following areas of fact, as appropriate:

(1) *Description of military program, project, or service.* Identify item, project, or service which will be or is being affected by the work stoppage, describing its normal use and current functions in combat, combat support, or deterrent operations. For components or raw materials identify the end item(s) for which used.

(2) *Requirements and assets.* State requirements and assets in appropriate detail in terms commonly used by the DOD component.

(i) For "production programs" include requirements for each using military service. Where applicable, state in detail production schedules, inventory objectives, assets against these objectives, and critical shortages. For spares and highly expendable items, such as ground and air ammunition, show usage (consumption) rates and assets in absolute terms and in terms of daily, weekly, or monthly supplies. For components, include requirements for spares.

(ii) For "projects" describe the potential adverse effects of a delay in meeting schedules and explain how a security disadvantage would result from such a delay. Attention should be given to feature any relative loss in balance of strength vis-a-vis potential enemies' capabilities.

(iii) For "services," describe how a loss or interruption affects ability to support defense operations in terms of traffic requirements, assets, testing programs, etc.

(3) *Possible measures to minimize strike impact.* Describe: (i) Capabilities, if any, to substitute items or to use alternate sources. (Note how many other facilities are available and the relative capabilities of such facilities in meeting total requirements.);

(ii) How much time would be required to replace the loss of the facilities or service affected by a work stoppage; and

(iii) Feasibility of transfer of assets from theater to theater to relieve deficits in some areas of urgency.

(4) *Conclusion; impact on operations of a 15–30, of a 30–60, and of a 60–90 day work stoppage.* Degree of criticality of a program, project or service resulting from a work stoppage will be projected on a calendar basis, indicating the increased impact, if any, as the stoppage lengthens. Criticality is measured by the time required for the work stoppage to have an effect on operational capability. This time must be stated in terms of days.

§ 12.101–5 Movement and removal of items from facilities affected by work stoppages.

* * * * *

(b) Materials which the contractor is unable to deliver because of a work stoppage at the plant, and the delivery of which is urgent and critical to an important program, may be obtained in accordance with procedures set forth below:

(1) Subject to § 12.101–1(d), the procuring contracting officer or his representative, upon the direction of the Departmental Headquarters Labor Relations Office, shall furnish a written request for removal of the material to Contract Administration Office (CAO) having cognizance over the plant. The Commander of the cognizant CAO or his

representative shall attempt to work out an arrangement agreeable to both management and the labor representatives involved for shipment by normal means of urgently required material. Prior to making any removal, the Departmental Headquarters Labor Relations Office will solicit the opinion of the National Office of the Federal Mediation and Conciliation Service or other appropriate mediation agency as to the effect the movement of items would have on negotiations. The procuring contracting officer's request will include the following:

(i) A statement as to the urgency and criticality of the system, subsystem or item needed;

(ii) Description of items to be moved (Nature of item, amount, approximate weight and cubic feet, contract number, item number, etc.);

(iii) Mode of transportation by which items are to be moved if different from contract and whether by Government or commercial bill of lading; and

(iv) Destination of material if different than contract.

(2) If an arrangement in accord with subparagraph (1) cannot be made, the Commander of the CAO or his representative, after obtaining approval from the responsible Departmental Headquarters Labor Relations Office, may seek the concurrence of parties to the dispute to permit movement of the required material by military vehicles with military personnel to the extent needed. On receipt of such concurrences, he may proceed to make necessary arrangements to move the material.

(3) If satisfactory arrangements under subparagraph (1) and (2) cannot be made, the matter shall be referred to the responsible Departmental Headquarters Labor Relations Office with the information required by § 12.101–4(b). If that office is unsuccessful in obtaining the voluntary concurrences of the parties for movement of the material involved and further action to obtain the material is deemed necessary, the matter shall be referred to the Director, Production Sevices, Office of the Assistant Secretary of Defense (Installations and Logistics).

(4) Upon review and verification that the material is urgently or critically needed and cannot be moved with the consent of the parties, the OASD (Installations and Logistics) may request the Secretary of the Department to order removal of the material from the plant or plants involved.

(c) When the requirements of two or more departments are or may become involved in the movement or removal of the material, the CAO shall coordinate such requirements with the departments concerned.

§ 12.101–6 Procurement of stevedoring services during labor disputes.

* * * * *

(f) Where the exigencies of a situation require deviation from the procedures outlined above. Departmental labor relations headquarters offices set forth in § 12.101–3(d) shall be notified promptly. Such offices shall report the action taken to the Industrial Relations Advisor, OASD (I&L).

§ 12.106–2 When construction labor standards and clauses are not applicable.

Construction work is exempt from the requirements of Subpart G, Part 18 of this chapter, when (a) it is to be performed in support of nonconstruction work, such as manufacturing and furnishing of supplies, and (b) in the circumstances of the particular case the construction work is so merged with the nonconstruction work, or so fragmented in terms of the locations or time spans in which it is to be performed, that it cannot be segregated as a separate contractual requirement for construction. Accordingly, contracts involving both nonconstruction work and this type of construction work are not subject to the requirements of Subpart G, Part 18 of this chapter.

§ 12.107 Labor standards enforcement report.

(a) A semi-annual report is required on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and Contract Work Hours Standards Act. The reporting periods are 1 January through 30 June and 1 July through 31 December. The reports shall be prepared by the contract administration office and will be submitted through channels so as to reach the labor relations advisor of the Headquarters concerned not later than 25 days after the close of the reporting period. Within the next 5 days a report thereafter will be submitted by the Headquarters to the Industrial Relations Advisor, Office of the Assistant Secretary of Defense (Installations and Logistics).

(b) The report shall contain the following information which shall be stated separately, as applicable, in two columns—one column for construction work subject to the Davis-Bacon Act and Contract Work Hours Standards Act and the other column for nonconstruction work subject to the Contract Work Hours Standards Act, except subparagraphs (2), (3), and (12) of this paragraph will not be reported for nonconstruction work:

(1) Period covered;

(2) Number of construction prime contracts awarded;

(3) Total dollar amount of construction prime contracts awarded;

(4) Number of contractors/subcontractors against whom complaints were received—

(i) Prime,

(ii) Subcontractors;

(5) Number of investigations—

(i) Undertaken,

(ii) Completed;

(6) Number of contractors/subcontractors found in violation—

(i) Prime,

(ii) Subcontractors;

(7) Amount of wage restitution found due—

(i) Davis-Bacon Act,

(ii) Contract Work Hours Standards Act;

(8) Number of employees due wage restitution under—

(i) Davis-Bacon Act,

(ii) Contract Work Hours Standards Act;

(9) Amount of liquidated damages assessed under the Contract Work Hours Standards Act;

(i) Number of complaints involved;

(10) Number of complaints received from—

(i) Labor unions,

(ii) Individual employees,

(iii) Department of Labor, and

(iv) Others, including Congressional;

(11) Number of employees and the total amount paid or withheld under—

(i) Davis-Bacon Act,

(ii) Contract Work Hours Standards Act,

(iii) Copeland Act;

(12) Preconstruction activities—

(i) Number of conferences held,

(ii) Letters sent;

(13) Number of compliance checks performed;

(14) Number of employees interviewed.

PART 13—GOVERNMENT PROPERTY

19. Section 13.301 paragraph (f) is revised and present (f) and (g) are redesignated as (g) and (h); § 13.311 is revoked; § 13.312 is revised; § 13.408 is added; and §§ 13.706 and 13.707 are revised, as follows:

§ 13.301 Providing facilities.

* * * * *

(f) Facilities having a unit cost of less than $1,000 shall not be provided to contractors except as authorized under contracts with:

(1) Nonprofit institutions of higher education or other nonprofit organizations whose primary purpose is the conduct of scientific research (see § 4.116–3 of this chapter);

(2) Contractors operating a Government-owned plant on a fee basis; or

(3) Contractors performing on-site at Government installations.

(g) Prior to acquiring new facilities listed in the joint DOD handbooks reference in § 13.312 and having an item acquisition cost of $1,000 or more, DOD Industrial Plant Equipment Requisition (DD Form 1419) shall be submitted to the Defense Industrial Plant Equipment Center, Memphis, Tenn. 38102, to ascertain whether existing Government-owned facilities can be utilized. No acquisition of any listed item shall be made until a certificate of nonavailability is received from the Defense Industrial Plant Equipment Center. Prior, however, to issuing a certificate of nonavailability, DIPEC shall determine if technical data (e.g., parts listings, maintenance, overhaul and repair manuals, wiring diagrams, etc.) required for use in the maintenance and repair of the new facilities, is available at the Defense Depot Mechanicsburg. If it is determined that such data is not available at the time of issuance of the nonavailability certificate for equipment, DIPEC may request, by an appropriate instruction in block 51 of DD Form 1419, that

an additional set of the technical (maintenance) data be acquired with the new facilities when they are procured. This additional set of data shall be delivered to the Defense Depot Mechanicsburg, Mechanicsburg, Pa. 17055, Attention: Technical Data Library. When warranted by the urgency of the situation, requests for screening may be submitted to DIPEC by whatever means determined expedient. When submitting urgent screening requirements other than on a DD Form 1419, the following elements of information must be furnished for each item of equipment:

(1) Case number;

(2) PEC/SCC/FSN;

(3) Description data sufficient to enable DIPEC to make an urgency determination of availability;

(4) Date item required;

(5) Name and address of requiring agency;

(6) Contract, appendix, item number, and program;

(7) Statement as to whether item is for production or mobilization, replacement or modernization, whether item will be procured if not available from DIPEC, and date of availability from procurement; and

(8) Assigned urgency rating.

Upon notification of availability by DIPEC, a DD Form 1419 will be submitted to DIPEC for each item accepted by the requestor. However, if DIPEC does not have the item available, or cannot furnish the item within the time specified by the requestor, DIPEC will furnish a statement of nonavailability including a certificate number. This statement will be the official Certificate of Nonavailability and will confirm that the plant equipment item has been screened against the idle inventory.

(h) The proposed acquisition of automatic data processing equipment as defined in § 1.201–29 of this chapter shall be:

(1) Submitted on DD Form 1419 through the Administrative Contracting Officer to Headquarters, Defense Supply Agency, Attention: DSAH–LSR, Cameron Station, Alexandria, Va. 22314;

(2) Approved by the Senior ADPE policy official of the Department or Agency which generated the requirement for the contract end item; in the case of ADPE to be acquired on a noncompetitive basis, the request for approval shall be forwarded to the Assistant Secretary of Defense (Comptroller) through the Senior ADPE policy official. Approval action is not required for any acquisition of punched card machines (PCM's), or for acquistion of other ADPE where the purchase costs are less than $100,000.

§ 13.311 Notices to Defense Industrial Plant Equipment Center. [Revoked]

§ 13.312 Items To Be Screened by Defense Industrial Plant Equipment Center.

The items to be screened by the Defense Industrial Plant Equipment Center (DIPEC) in accordance with §§ 13.301 (g) and 13.306–4 are listed in the following Joint DOD Handbooks.

INDEX OF INDUSTRIAL PLANT EQUIPMENT HANDBOOKS

(NOTE—Handbooks are for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402)

FSC	Title	Army	Navy	Air Force	DSA	Marine Corps
6625	Electrical and Electronic Properties Measuring and Testing Instruments.	SB 708-6625-1		AFM 78-6	DSAH 4215.1	
3220	Woodworking Machines	SB 708-3220-1	NAVSANDA Publication 5500	AFM 78-7	DSAH 4215.2	MCO P4870.6
3411-3419, 3441-3449	Production Equipment Directory.[1] D1 Metalworking Machinery 1960 Revision Volumes 1 and 2.					
3411-3419, 3441-3449	Supplement to Production Equipment.[1] Directory D1 Metalworking Machinery 1960 Revision.	SB 708-3400-1	NAVSANDA Publication 5501	AFM 78-42	DSAH 4215.3	MCO P3870.7
3424, 4420	Industrial Furnaces and Ovens Volumes 1 and 2.	SB 708-4420-1	NAVSANDA Publication 5502	AFM 78-8	DSAH 4215.4	MCO P4870.8
6635	Physical Properties Testing Equipment.	SB 708-6635-1	NAVSANDA Publication 5504	AFM 78-10	DSAH 4215.6	MCO P4870.10
3530, 3025	Textile Industries Machinery and Industrial Sewing Machines.	SB 708-3500-1	NAVSANDA Publication 5506	AFM 78-12	DSAH 4215.8	MCO P4870.12
6630	Environmental Chambers.	SB 708-6636-1	NAVSANDA Publication 5508	AFM 78-14	DSAH 4215.10	MCO P4870.14
3422, 3426	Rolling Mills, Drawing Machines and Metal Finishing Equipment.	SB 708-3400-2	NAVSANDA Publication 5510	AFM 78-15	DSAH 4215.12	MCO P4870.16
3450, 3460, 5220	Portable Machine Tools and Toolroom Layout Plates and Tables.	SB 708-3400-3	NAVSANDA Publication 5511	AFM 78-16	DSAH 4215.13	MCO P4870.17
6680, 6685	Liquid and Gas, Pressure, Temperature, Humidity, and Mechanical Motion Measuring and Controlling Instruments.	SB 708-6600-1	NAVSANDA Publication 5513	AFM 78-18	DSAH 4215.15	MCO P4870.19
3635	Crystal and Glass Industries Machinery.	SB 708-3635-1	NAVSANDA Publication 5514	AFM 78-19	DSAH 4215.16	MCO P4870.20
4440	Driers, Dehydrators, and Anhydrators.	SB 708-4440-1	NAVSANDA Publication 5515	AFM 78-20	DSAH 4215.17	MCO P4870.21
6650, 6670	Scales, Balances and Optical Instruments.	SB 708-6600-2	NAVSANDA Publication 5516	AFM 78-25	DSAH 4215.18	MCO P4870.22
3680	Foundry Equipment	SB 708-3680-1	NAVSANDA Publication 5517	AFM 78-23	DSAH 4215.19	MCO P4870.23
6695	Combination and Miscellaneous Instruments Including Dynamometers.	SB 708-6695-1	NAVSANDA Publication 5519	AFM 78-30	DSAH 4215.21	MCO P4870.25
4920	Aircraft Maintenance and Repair Shop Specialized Equipment.	SB 708-4920-1	NAVSANDA Publication 5521	AFM 78-33	DSAH 4215.23	MCO P4870.27
4330	Centrifugals, Separators and Filters.	SB 708-4330-1	NAVSANDA Publication 5522	AFM 78-27	DSAH 4215.24	MCO P4870.28
6630, 6640	Chemical Analysis and Laboratory Instruments.	SB 708-6600-3	NAVSUP Publication 5529	AFM 78-38	DSAH 4215.30	MCO P4870.35
3615, 3660	Pulp and Paper Industries and Size Reduction Machinery.	SB 708-3600-1	NAVSUP Publication 5532	AFM 78-44	DSAH 4215.33	MCO P4870.38
3620	Rubber and Plastics Working Machinery.	SB 708-3620-1	NAVSUP Publication 5534	AFM 78-28	DSAH 4215.35	MCO P4870.40
3611, 3665, 3693, 3694, 3695	Marking, Metal Container, Assembly, Clean Work Stations, and Miscellaneous Industry Machinery.	SB 708-3600-2	NAVSUP Publication 5535	AFM 78-26	DSAH 4215.36	MCO P4870.41
3650	Chemical and Pharmaceutical Products Manufacturing Machinery.	SB 708-3650-1	NAVSUP Publication 5536	AFM 78-45	DSAH 4215.37	MCO P4870.42
4940	Miscellaneous Maintenance and Repair Shop Specialized Equipment.	SB 708-4930-1	NAVSUP Publication 5537	AFM 78-48	DSAH 4215.38	MCO P4870.43
3690, 4925	Specialized Ammunition and Ordnance Machinery.	SB 708-4900-1	NAVSUP Publication 5538	AFM 78-49	DSAH 4215.39	MCO P4870.44
3405	Metalworking Saws and Filing Machines.	SB 708-3405-1	NAVSUP Publication 5539	AFM 78-34	DSAH 4215.40	MCO P4870.47
3418	Planers and Shapers (Includes Shapers, formerly Part of FSC 3419).	SB 708-3418-1	NAVSUP Publication 5540	AFM 78-37	DSAH 4215.41	MCO P4870.48
3431, 3432, 3433, 3436, 3438	Welding, Heat Cutting and Metalizing Equipment.	SB 708-3400-4	NAVSUP Publication 5541	AFM 78-39	DSAH 4215.42	MCO P4870.49
3408, 3410	Machining Centers, Way Type Machines, Electrical and Ultrasonic Erosion Machines.	SB 708-3400-5	NAVSUP Publication 5542	AFM 78-41	DSAH 4215.43	MCO P4870.50
3419	Miscellaneous Machine Tools.	SB 708-3400-6	NAVSUP Publication 5547	AFM 78-46	DSAH 4215.44	MCO P4870.51

[1] Production Equipment Directory D1 for sale by Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. For FSC 3418 and 3419, see Handbooks DSAH 4215.41 and 4215.44 respectively.

§ 13.403 Use of Government production and research property on Independent Research and Development Programs.

The contracting officer having cognizance of the property may authorize use of Government production and research property on a contractor's independent research and development (IR&D) (see § 15.205–35 of this chapter): *Provided*, That:

(a) Use does not conflict with the primary use of the property;

(b) Use does not result in retention by the contractor of property which could otherwise be released;

(c) The contractor agrees not to include as a charge against any Government contract the rental value of such property used on his IR&D program; and

(d) A rental charge for the portion of the contractor's IR&D program cost allocated to commercial work, computed in accordance with § 13.404, is deducted from any agreed upon Government share of the contractor's IR&D costs.

§ 13.706 Government property clause for fixed-price type contracts with nonprofit institutions.

(a) Except as provided in paragraph (b) of this section, the following clause shall be used in fixed-price research and development contracts with nonprofit institutions (provided such contracts are executed on a nonprofit basis) under which a Department is to furnish to the contractor, or the contractor is to acquire, Government property.

GOVERNMENT PROPERTY (FIXED PRICE, NONPROFIT) (DECEMBER 1969)

(a) *Government-furnished property.* The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described as Government-furnished property in the Schedule or specifications, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished property"). The delivery or performance dates for the supplies or services to be funished by the Contractor under this contract are based upon the expectation that Government-furnished property suitable for use (except for such property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule, or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by any such delay. Except for Government-furnished property furnished "as is", in the event that Government-furnished property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the Government's expense or otherwise dispose of such property, or (ii) effect repairs or modifications. Upon completion of (i) or (ii) above, the Contracting Officer upon timely written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision effected by the return, disposition, repair, or modification. The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government-furnished property or delivery of such property in a condition not suitable for its intended use.

(b) *Changes in Government-furnished property.* (1) By notice in writing, the Contracting Officer may (i) decrease the property furnished or to be furnished by the Government under this contract, or (ii) substitute other Government-owned property for property to be furnished by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal, shipping, and disposal of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to paragraph (1) above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Government had agreed in the Schedule to make available for the performance of this contract, the Contracting Officer, upon the written request of the Contractor (or, if the substitution of property causes a decrease in the cost of performance, on his own initiative), shall equitably adjust such contractual provisions as may be affected by the decrease, substitution or withdrawal, in accordance with the procedures provided in the "Changes" clause of this contract.

(c) *Title.* (1) Title to all property furnished by the Government shall remain in the Government. In order to define the obligations of the parties under this clause, title to each item of facilities, special test equipment, and special tooling (other than that subject to a "Special Tooling" clause) acquired by the Contractor for the Government pursuant to this contract shall pass to and vest in the Government when its use in the performance of this contract commences, or upon payment therefor by the Government, whichever is earlier, whether or not title previously vested: *Provided, however,* That whenever the Contractor shall have obtained the prior approval of the Contracting Officer for the acquisition of any of said items having a unit cost of less than $1,000, title to such property shall vest in the Contractor. All Government-furnished property, together with all property acquired by the Contractor title to which vests in the Government under this paragraph, is subject to the provisions of this clause and is hereinafter collectively referred to as "Government property."

(2) Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(d) *Property administration.* The Contractor shall comply with the provisions of Appendix C, Armed Services Procurement Regulation, as in effect on the date of the contract, which is hereby incorporated by reference and made part of this contract. Material to be furnished by the Government shall be ordered or returned by the Contractor, when required, in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation) as in effect on the date of this contract, which Manual is hereby incorporated by reference and made a part of this contract.

(e) *Use of Government property.* The Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of this contract.

(f) *Utilization, maintenance and repair of Government property.* The Contractor shall maintain and administer, in accordance with sound business practice, and in accordance with applicable provisions of Appendix C, a program for the utilization, maintenance, repair, protection and preservation of Government property, until disposed of by the Contractor in accordance with this clause. In the event that any damage occurs to Government property the risk of which has been assumed by the Government under this contract, the Government shall replace such items or the Contractor shall make such repair of the property as the Government directs: *Provided, however,* That if the Contractor cannot effect such repair within the time required, the Contractor may reject such property. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the Government is responsible, and an equitable adjustment will be made in any contractual provision affected by the repair or replacement of Government property made at the direction of the Government. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at his own expense.

(g) *Risk of loss.* (1) The Contractor shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the Contractor shall be liable for any loss or damage to Government property provided under this contract upon its delivery to him or passage of title to the Government as provided in paragraph (c) above (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of his managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location in which this contract is being performed;

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or other representatives mentioned in subparagraph (i) above, to maintain and administer, in accordance with sound business practice, the program for the utilization, maintenance, repair, protection, and preservation of Government property as required by paragraph (f) above;

(iii) For which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the Schedule;

(iv) Which results from a risk expressly required to be insured under some other provision of this contract, or of the Schedules or task orders thereunder, but only to the extent of the insurance so required to be procured and maintained or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement:

Provided, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

(2) The Contractor represents that he is not including in the price hereunder, and agrees that he will not hereafter include in any price to the Government, any charge or reserve for insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to the Government property, except to the extent that the risk of loss is imposed on the Contractor under (1)(iii) above, or insurance has been required under (1)(iv) above.

(3) Upon the happening of loss or destruction of or damage to any Government property, the Contractor shall notify the Contracting Officer therof and shall communicate with the Loss and Salvage Organization, if any, now or hereafter designated by the Contracting Officer, and with the as-

sistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has directed that no such organization be employed) shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of:

(i) The lost, destroyed, and damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made by him in performing his obligations under this subparagraph (3) (including charges made to the Contractor by the Loss and Salvage Organization, except any of such charges the payment of which the Government has, at its option, assumed directly).

(4) With the approval of the Contracting Officer after loss or destruction of or damage to Government property, and subject to such conditions and limitations as may be imposed by the Contracting Officer, the Contractor may, in order to minimize the loss to the Government or in order to permit resumption of business or the like, sell for the account of the Government any item of Government property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the Contractor, that separation is impracticable.

(5) Except to the extent of any loss or destruction of or damage to Government property for which the Contractor is relieved of liability under the foregoing provisions of this clause, and except for reasonable wear and tear or depreciation, or the utilization of the Government property in accordance with the provisions of this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of or damage to the Government property, and such property (other than that which is permitted to be sold) shall be returned to the Government in as good condition as when received by the Contractor in connection with this contract, or as repaired under paragraph (f) above.

(6) In the event the Contractor is reimbursed or compensated for any loss or destruction of or damage to the Government property, he shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the Contracting Officer, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(7) If this contract is for the development, production, modification, maintenance or overhaul of aircraft, or otherwise involves the furnishing of aircraft by the Government, the "Ground and Flight Risk" clause of this contract shall control, to the extent it is applicable, in the case of loss or destruction of, or damage to, aircraft.

(h) *Access.* The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(i) *Disposition of Government property.* Upon completion or expiration of this contract, any Government property which has not been consumed in the performance of this contract, or which has not been disposed of as provided for elsewhere in this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in paragraph (g) of the clause of this contract entitled "Termination for the Convenience of the Government" with respect to termination inventory. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be credited to the price or costs of the work covered by this contract, or shall be paid in such other manner as the Contracting Officer may direct. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

(j) *Removal of Government property and abandonment.* If the Contractor determines any Government property to be in excess of his needs under this contract, such Government property shall be disposed of in the same manner as provided by paragraph (i) above, except that the Government may abandon any Government property in place and thereupon all obligations of the Government regarding such abandoned property shall cease. The Government has no obligation to the Contractor with regard to restoration or rehabilitation of the Contractor's premises, neither in case of abandonment, disposition pursuant to paragraph (i) above, nor otherwise, except for restoration or rehabilitation costs which are properly included in an equitable adjustment under paragraph (b) above.

(k) *Communications.* All communications issued pursuant to this clause shall be in writing or in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation).

(b) In accordance with § 4.116–4(e) of this chapter, the following alternative subparagraph (2) may be substituted for (c)(2) of the clause in (a) above:

(2) Notwithstanding subparagraph (1) above, the Contracting Officer may, at any time during the term of this contract, or upon completion or termination, transfer title to equipment to the Contractor upon such terms and conditions as may be agreed upon: *Provided*, That the Contractor shall not under any Government contract, or subcontract thereunder, charge for any depreciation, amortization, or use of such equipment as is donated under this paragraph. Upon the transfer of title to equipment under this paragraph, such equipment shall cease to be Government property. Title to Government property, not otherwise transferred to the Contractor, shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty. The Contractor shall furnish the Contracting Officer a list of all such equipment where title is vested in the Contractor within ten (10) days following the end of the calendar quarter in which transfer of title occurs.

§ 13.707 Government property clause for Cost-Reimbursement Type Research and Development Contracts with nonprofit institutions.

(a) Except in facilities contracts and except as provided in paragraph (b) of this section, the following clause shall be used in cost-reimbursement type research and development contracts with nonprofit institutions (provided such contracts are executed on a no-fee basis) under which a Department is to furnish to the contractor, or the contractor is to acquire, Government property.

GOVERNMENT PROPERTY (COST-REIMBURSEMENT, NONPROFIT) (DECEMBER 1969)

(a) *Government-furnished property.* The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described as Government-furnished property in this contract, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule of this contract or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor and shall equitably adjust the estimated cost, or delivery or performance dates, or both, and any other contractual provisions affected by any such delay. In the event that the Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property, or (ii) effect repairs or modifications. Upon completion of (i) or (ii) above, the Contracting Officer upon timely written request of the Contractor shall equitably adjust the estimated cost, or delivery or performance dates, or both, and any other contractual provision affected by the return, disposition, repair or modification. The foregoing provisions for adjustment are exclusive and the Government shall not be liable for suit for breach of contract by reason of any delay in delivery of Government-furnished property or delivery of such property in a condition not suitable for its intended use.

(b) *Changes in Government-furnished property.* (1) By notice in writing, the Contracting Officer may (i) decrease the property furnished or to be furnished by the Government under this contract, or (ii) substitute other Government-owned property for property to be furnished by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal, shipping, and disposal of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to subparagraph (1) above, or any withdrawal of authority to use property provided under any

other contract or lease, which property the Government had agreed in the Schedule to make available for the performance of this contract, the Contracting Officer, upon the written request of the Contractor (or if the substitution of property causes a decrease in the cost of performance, on his own initiative), shall equitably adjust such contractual provisions as may be affected by the decrease, substitution or withdrawal, in accordance with the procedures provided for in the "Changes" clause of this contract.

(c) *Title.* (1) Title to all property furnished by the Government shall remain in the Government. Title to all property purchased by the Contractor, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Government upon delivery of such property by the vendor. Title to other property, the cost of which is to be reimbursed to the Contractor under this contract, shall pass to and vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement or processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Government, whichever first occurs: *Provided, however,* That whenever the Contractor shall have obtained prior approval of the Contracting Officer for the acquisition of said property having an acquisition cost of less than $1,000, title to such property shall vest in the Contractor, notwithstanding the fact that the Contractor shall have been reimbursed for the cost thereof.

(2) Title to the Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(d) *Property administration.* The Contractor shall comply with the provisions of Appendix C, Armed Services Procurement Regulation, as in effect on the date of the contract, which is hereby incorporated by reference and made a part of this contract. Material to be furnished by the Government shall be ordered or returned by the Contractor, when required, in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation) as in effect on the date of this contract, which Manual is hereby incorporated by reference and made a part of this contract.

(e) *Use of Government property.* The Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of its contract.

(f) *Utilization, maintenance and repair of Government property.* The Contractor shall maintain and administer, in accordance with sound business practice, and in accordance with applicable provisions of Appendix C, a program for the utilization, maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions or instructions which the Contracting Officer may prescribe as reasonably necessary for the protection of the Government property.

(g) *Risk of loss.* (1) The Contractor shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location in which this contract is being performed;

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for the utilization, maintenance, repair, protection, and preservation of Government property as required by (f) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under (f) above;

(iii) For which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the schedule;

(iv) Which results from a risk expressly required to be insured under some other provision of this contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement:

Provided, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

(2) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Contractor to carry such insurance under any other provision of this contract.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Contractor shall notify the Contracting Officer thereof, and shall communicate with the Loss and Salvage Organization, if any, now or hereafter designated by the Contracting Officer, and with the assistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has designated that no such organization be employed), shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of:

(i) The lost, destroyed, and damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall make repairs and renovations of the damaged Government property or take such other action as the Contracting Officer directs.

(4) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, he shall use the proceeds to repair, renovate, or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall otherwise reimburse the Government, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(5) If this contract is for the development, production, modification, maintenance, or overhaul of aircraft, or otherwise involves the furnishing of aircraft by the Government, the clause of this contract entitled "Flight Risks" shall control, to the extent it is applicable, in the case of loss or destruction of, or damage to, aircraft.

(h) *Access.* The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any of the Government property is located, for the purpose of inspecting the Government property.

(i) *Disposition of Government property.* Upon completion or expiration of this contract, or at such earlier dates as may be fixed by the Contracting Officer, any Government property which has not been consumed in the performance of this contract, or which has not been disposed of as provided for elsewhere in this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in paragraph (g) of the clause of this contract entitled "Termination for the Convenience of the Government" with respect to termination inventory. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be credited to the cost of the work covered by this contract, or shall be paid in such other manner as the Contracting Officer may direct. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

(j) *Removal of Government property and abandonment.* If the Contractor determines any Government property to be in excess of his needs under this contract, such Government property shall be disposed of in the same manner as provided by paragraph (i) above, except that the Government may abandon any Government property in place and thereupon all obligations of the Government regarding such abandoned property shall cease. Unless otherwise provided herein, the Government has no obligation to the Contractor with regard to restoration or rehabilitation of the Contractor's premises, neither in case of abandonment, disposition pursuant to paragraph (i) above, nor otherwise, except for restoration or rehabilitation costs caused by removal of Government property pursuant to paragraph (b) above.

(k) *Communications.* All communications issued pursuant to this clause shall be in writing or in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation).

(b) In accordance with § 4.116–4(e) of this chapter, the following may be added to subparagraph (c)(1) of the clause in (a) above:

Not withstanding the provisions of this subparagraph (c)(1) relative to title, the Contracting Officer may at any time during the term of this contract, or upon completion or termination, transfer title to equipment to the Contractor upon such terms and conditions as may be agreed upon: *Provided*, That the Contractor shall not under any Government contract, or subcontract thereunder, charge for any depreciation, amortization, or use of such equipment as is donated under this paragraph. Upon the transfer of title to equipment under this paragraph, such equipment shall cease to be Government property. The Contractor shall furnish the Contracting Officer a list of all such equipment where title is vested in the Contractor within ten (10) days following the end of the calendar quarter in which the transfer of title occurs.

PART 14—PROCUREMENT QUALITY ASSURANCE

20. Sections 14.302(a), 14.303(a) and 14.304(a)(1) are revised, as follows:

§ 14.302 Standard inspection clauses.

* * * * *

(a) Sections 7.103–5 (a), (b), or (c) and 7.103–24 of this chapter.

* * * * *

§ 14.303 Inspection system requirements.

* * * * *

(a) Sections 1.103–5 (a), (b), or (c); 7.103–24 and 7.104–33 of this chapter.

* * * * *

§ 14.304 Quality program requirements.

(a) * * *

(1) Sections 7.103–5 (a), (b), or (c); 7.103–24 and 7.104–28 of this chapter.

* * * * *

PART 15—CONTRACT COST PRINCIPLES AND PROCEDURES

21. In § 15.107 paragraph (k) is added; in § 15.203(d) the last sentence is revised and a new subparagraph (3) added thereto; §§ 15.205–35 and 15.205–42 (f) and (g) are revised, as follows:

§ 15.107 Advance understandings on particular cost items.

* * * * *

(k) Rental costs (other than ADPE).

§ 15.203 Indirect costs.

* * * * *

(d) * * * However, the method used by the contractor may require examination when—

* * * * *

(3) Indirect cost groupings developed for a contractor's primary location are applied to off-site locations. Separate cost groupings for costs allocable to off-site locations may be necessary to permit equitable distribution of costs on the basis of the benefits accruing to the several cost objectives.

§ 15.205–34 Rental costs (including sale and leaseback of property). (CWAS)

(a) This § 15.205–34 is applicable to the cost of renting or leasing all property, real and personal, except automatic data processing equipment (ADPE). (See § 15.205–48.)

(b) As used in this section, the words and phrases defined in this paragraph (b) shall have the meanings set forth below.

(1) "Short-term leasing" means leasing where the cumulative term of the use or occupancy (initial term plus additional terms whether or not pursuant to a renewal option) is 2 years or less for personal property and 5 years or less for real property.

(2) "Long-term leasing" means leasing where the cumulative term of the use or occupancy (initial term plus additional terms whether or not pursuant to a renewal option) is more than 2 years for personal property and more than 5 years for real property. Leasing with initial terms of more than 2 years for personal property and more than 5 years for real property is long-term leasing as of the effective date. Leasing with initial terms of 2 years or less for personal property and 5 years or less for real property becomes long-term leasing as of the effective date of the document which extends the cumulative term to more than 2 or 5 years and will be treated as short-term leasing prior to such date and long-term leasing on such date.

(3) "Anticipated useful life" of property may represent the application life (utility in a given function), technological life (utility before becoming obsolete in whole or in part), or physical life (utility before physically wearing out), depending upon the facts and circumstances and the particular property involved. In estimating anticipated useful life under long-term leasing, the starting date shall be the date that the lease qualifies as long-term leasing. The contractor may use application life if he can clearly demonstrate that the property has utility only in a given function and the duration of the function can be determined. Technological life may be used by the contractor if he can demonstrate that existing property must be replaced because of:

(i) Specific program objectives or contract requirements which cannot be accomplished with the existing facilities;

(ii) Cost reductions which will produce identifiable savings in production or overhead costs;

(iii) Increase in workload volume which cannot be accomplished efficiently by modifying or augmenting existing facilities; or

(iv) Consistent pattern of capacity operation (2½–3 shifts) on existing property.

However, technological advances (affecting technological life) per se will not justify replacement of existing property before the end of its physical life if such existing property will be able to satisfy future requirements or demands.

(c) Rental costs under short-term leasing are allowable to the extent that:

(1) The rates are reasonable at the time of the decision to lease in light of such factors as rental costs of comparable facilities, if any, and market conditions in the area, the type, life expectancy, condition, and value of facilities leased, alternatives available, and other provisions of the agreement; and

(2) They do not give rise to a material equity in the facilities (such as an option to renew or purchase at a bargain rental or price) other than that normally given to industry at large, but represent charges only for the current use of the equipment including, but not limited to, any incidental service costs such as maintenance, insurance and applicable taxes.

(d)(1) Rental costs under long-term leasing are allowable only up to the amount the contractor would be allowed had he purchased the property unless he can demonstrate on the basis of facts existent at the time of the decision to lease on a long-term basis, documented in accordance with paragraph (e) of this section, that long-term leasing will result in less cost to the Government over the anticipated useful life of the property. If the contractor can demonstrate that long-term leasing will result in less cost to the Government, the rental costs for the term of the lease shall be subject to the same criteria set forth in paragraph (c) of this section for short-term leasing. However, if he subsequently renews the lease he must again demonstrate that leasing will result in less cost to the Government if he wishes to continue having rental costs evaluated by the criteria in paragraph (c) of this section.

(2) In estimating the least cost to the Government for the anticipated useful life, the cumulative costs that would be allowed if the contractor owned the property should be compared with cumulative costs that would be allowed under the leasing arrangement. For the purposes of this comparison, the costs of property include, but are not limited to, the costs of operation, maintenance, insurance, taxes, depreciation, leasehold improvements, and rental as applicable; and exclude interest, in the case of ownership costs, and other unallowable costs pursuant to Part 15 of this chapter in either case.

(3) In those situations where leasing was formerly classified as short-term leasing, the purchase cost for purposes of cost comparison in subparagraph (2) of this paragraph will be the price at which the property could be acquired on the date that the agreement meets the qualifications for long-term leasing. If purchase is determined to be the method of acquisition which would result in least cost to the Government, such determination shall not be applied to the years when the leasing was classified as short-term leasing.

(e) Contractor's justifications, under paragraph (d) of this section, of his long-term leasing decisions shall consist

of, but are not limited to, the following supporting data, prepared prior to leasing:

(1) Analysis of utilization of existing property;

(2) Application of comparative cost criteria in paragraph (d) of this section;

(3) Specific objectives or requirements;

(4) Solicitation of proposals from available sources; and

(5) Proposals received in response to the solicitation, and reasons for selection of the property chosen and for the decision to lease.

(f) Rental costs under a sale and leaseback arrangement shall be allowable only up to that amount the contractor would be allowed had he retained title to the property, except that rental cost may be allowed:

(1) In accordance with paragraphs (b), (c), and (d) of this section where the sale and leaseback immediately followed purchase of the property; or

(2) The sale and leaseback is otherwise in the best interests of the Government and specifically authorized in the contract.

(g) Charges in the nature of rent between any divisions, subsidiaries, or organization under common control are allowable to the extent such charges do not exceed the normal costs of ownership, such as depreciation, taxes, insurance, and maintenance (excluding interest or other unallowable costs pursuant to Part 15 of this chapter): *Provided*, That no part of such costs shall duplicate any other allowed costs. However, rental cost of personal property, which is leased from any division, subsidiary, or affiliate of the contractor under common control, which has an established practice of leasing the same or similar property to unaffiliated lessees shall be allowed in accordance with paragraphs (b), (c), and (d) of this section. In addition, where the lessor is also the manufacturer of the personal property, the purchase price for the purposes of paragraph (d) (1) of this section and the cost of ownership for the purposes of paragraph (d) (2) of this section shall be determined in accordance with § 15.205–22(e).

(h) Rental costs under long-term leasing entered into prior to the effective date of this § 15.205–34 are allowable for the remaining term of the lease (excluding unexercised options) to the extent they would have been allowable under § 15.205–34 dated January 1, 1969.

(i) The allowability of rental costs under unexpired leases in connection with terminations is treated in § 15.205–42(e).

(j) Allowable rental costs shall not be adjusted by the amount of any investment credit accruing to the contractor by reason of an election made by a lessor of new "section 38" property to treat the contractor as the purchaser of such property pursuant to section 48(d) of the Revenue Act of 1962, as amended.

§ 15.205–42 Termination costs (CWAS–NA)

* * * * *

(f) "Settlement expenses" including the following are generally allowable:

(1) Accounting, legal, clerical, and similar costs reasonably necessary for—

(i) The preparation and presentation to contracting officers of settlement claims and supporting data with respect to the terminated portion of the contract, and

(ii) The termination and settlement of subcontracts;

(2) Reasonable costs for the storage, transportation, protection, and disposition of property acquired or produced for the contract; and

(3) Indirect costs related to salary and wages incurred as settlement expenses in subparagraphs (1) and (2) of this paragraph; normally, such indirect costs shall be limited to payroll taxes, fringe benefits, occupancy cost, and immediate supervision.

(g) Subcontractor claims, including the allocable portion of claims which are common to the contract and to other work of the contractor are generally allowable. An appropriate share of the contractor's indirect expense may be allocated to the amount of settlements with subcontractors: *Provided*, That the amount allocated is reasonably proportionate to the relative benefits received and is otherwise consistent with §§ 15.201–4 and 15.203(c). The indirect expense so allocated shall exclude the same and similar costs claimed directly or indirectly as settlement expenses.

PART 16—PROCUREMENT FORMS

22. Sections 16.501–2, 16.501–3, and 16.601 are revised; § 16.704 is revoked; and §§ 16.827, 16.827–1, 16.827–2, 16.827–3 and 16.827–4 are added, as follows:

§ 16.501–2 Schedule provisions.

SCHEDULE PROVISIONS

1. *Ordering procedures and services to be provided. (September 1968).* (a) The Contractor shall promptly deliver to the Contracting Officer one copy of each catalog applicable to this agreement, and one copy of any subsequent revision thereof.

(b) The Government will request educational services under this agreement by delivery to the Contractor of [insert type of request that will be used; e.g., delivery order, official Government order, or other written communication] containing the number of this agreement and designating as students at the Contractor's institution under this agreement one or more Government-selected persons who are acceptable for admission under the Contractor's usual standards of admission.

(c) If the Contractor wishes to reject any person for whom the Government has requested educational services under this agreement, he agrees to notify the Contracting Officer on or before the fifth day of the term for which enrollment is denied. In the absence of such notification, the Contractor agrees to enroll, and provide instruction in various fields of education using his facilities and regular courses and curricula, to all students for whom the Government requests educational services pursuant to (b) above.

(d) All students under this agreement shall register in the same manner, be subject to the same academic regulations, and have the same privileges, including the use of all facilities and equipment, as regular non-Government students (hereinafter called civilian students).

(e) Upon enrolling each student pursuant to this agreement, the Contractor shall where the resident or nonresident status involves a difference in tuition or fees:

(i) Determine the resident or nonresident status of the student and notify the student and the Contracting Officer of such determination, and if there is an appeal of such determination, process the appeal in accordance with the Contractor's standard procedures and notify the appellant of the result; and

(ii) Make the above determination a part of the student's permanent record.

(f) The contractor shall not furnish any instruction or other services to any student pursuant to this agreement prior to the effective date of a request for such services in the form specified above.

2. *Change in curriculum (September 1968).* The Contracting Officer may vary the curriculum for any student enrolled under this agreement but shall not require or make any change in any course as offered by the Contractor without the Contractor's consent.

3. *Payment (December 1969).* (a) The Government shall pay the Contractor the regularly established tuition and fees which the Contractor charges civilian students pursuing the same or similar curricula, except for any tuition and fees which this agreement specifically excludes. The Contractor shall have the right to change any tuition and fees, provided that the Contractor publishes such revisions in a catalog or otherwise publicly announces such revisions and applies them uniformly to all students pursuing the same or similar curricula as Government students enrolled under this agreement. The Contractor shall provide the Contracting Officer notice of such changes prior to their effective date.

(b) The Contractor shall not establish any tuition or fees which apply solely to Government students.

(c) If the Contractor regularly charges higher tuition and fees for students who are not residents of the state in which the Contractor is located, the Contractor may charge the Government such regularly established nonresident tuition and fees for those Government students who are in fact nonresidents. The Government shall not claim resident tuition and fees for any student solely on the basis of his residing in the state as a consequence of enrollment under this agreement.

(d) The Contractor shall charge the Government only the tuition and fees (which may include (i) penalty fees for late registration or change of course occasioned by action of the Government and (ii) mandatory health fees and health insurance charges) which relate directly to enrollment as a student and are a consequence of his being a student. The Contractor shall not charge the Government for textbooks or any personal services: Such as housing, food, or laundry services, unless specifically provided for by the request placed hereunder. The Contractor shall not charge the Government for permit fees, such as vehicle registration or parking fees, unless specifically authorized in the request placed hereunder. In addition to the above, the Contractor shall not make any charge under this agreement for any equipment, refundable deposits, or any items or services (such as computer time) related to student research. However, any flat rate charge applicable to all students registered for research and which appears in the contractor's publicly announced fee schedule shall be chargeable under this agreement.

(e) Normally the Contractor shall not directly charge individual students for application fees or any other fee properly chargeable to this agreement. However, if the Contractor's standard procedures require payment of any fee before the student is

enrolled under this agreement, the Contractor shall reimburse the student in full for any such fee when the Contractor receives payment therefor under this agreement.

(f) For each term in which the Contractor enrolls students under this agreement the Contractor shall submit _____ copies of an invoice listing charges for each student separately. Contractor shall submit invoices within _____ days after the start of the term it covers and shall include:

(i) Agreement number and inclusive dates of the term to which the invoice applies;

(ii) Name of each student;

(iii) Schools which charge by credit hour shall list each course for each student;

(iv) The resident or nonresident status of each student (if applicable to the Contractor's school);

(v) Breakdown of charges for each student, identifying each element; e.g., Credit Hours: $_____, Tuition: $_____, Application Fee: $_____, Lab. Fee (Chem. 300): $_____, Contractor shall show the total of fees for each student and grand total for all students listed on the invoice.

(g) If unforeseen events require additional charges which are otherwise payable in accordance with the Contractor's published tuition and fee schedule, the Contractor may submit a supplemental invoice or make the adjustment on the next regular invoice under this agreement. In either case the Contractor shall clearly identify and explain the supplemental invoice or the adjustment.

(h) The Contractor shall apply to subsequent invoices submitted under this agreement any credits resulting from withdrawal of students, or from any other cause in accordance with its standard procedures. Such credits should appear on the first invoice submitted after the action resulting in such credits. If no subsequent invoice is submitted, the Contractor shall deliver to the Contracting Officer a check drawn to the order of the Treasurer of the United States. Contractor shall identify the reason for the credit and the applicable term dates in all cases.

4. *Withdrawal of students (September 1968).* (a) The Government may, at its option and at any time, withdraw any student by issuing official orders terminating the student status of the person. The Government shall furnish _____ copies of such orders to the Contractor within a reasonable time after publication.

(b) The Contractor may request withdrawal by the Government of any student for academic or disciplinary reasons.

(c) If such withdrawal occurs prior to the end of a term, the Government shall pay any tuition and fees due for the current term in which the student may be enrolled, and the Contractor shall credit the Government with any charges eligible for refund under the Contractor's standard procedures for civilian students in effect on the effective date of such withdrawal.

(d) Withdrawal of students by the Government shall not be the basis for any special charge or claim by the Contractor other than as provided by the Contractor's standard procedures.

5. *Transcripts.* Within a reasonable period of time after withdrawal of a student for any reason, or after graduation, the Contractor shall send to the Contracting Officer (or to such other address as the Contracting Officer may specify) one copy of an official transcript showing all work by the student at the Contractor's institution until such withdrawal or graduation. (September 1968)

6. *Student teaching (September 1968).* Awarding of fellowships and assistantships by the Contractor to students attending school under this agreement is not anticipated. In the case of graduate students, however, should both the student and the Contractor deem it to be in the best interests of the student for him to assist in the teaching program of the institution, the Contractor may provide nominal compensation for such students' part-time service in accordance with the Contractor's established practices and procedures for other students of similar accomplishment in that department or field. Such compensation shall be applied as a credit against any invoices presented for payment for any period in which he performed the part-time teaching service.

7. *Termination of agreement (September 1968).* (a) Either party may terminate this agreement by giving thirty (30) days advance written notice of the effective date of termination. In the event of termination, the Government shall have the right, at its option, to continue to receive educational services for those students already enrolled in the Contractor's institution under this agreement until such time that the students complete their courses or curricula or the Government withdraws them from the Contractor's institution. The terms and conditions of this agreement in effect on the effective date of the termination shall continue to apply to such students remaining in the Contractor's institution.

(b) Withdrawal of students pursuant to Schedule Provision 4 shall not be considered a termination within the meaning of this provision.

(c) Termination by either party shall not be the basis for any special charge or claim by the Contractor other than as provided by the Contractor's standard procedures.

§ 16.501–3 General provisions.

GENERAL PROVISIONS

1. *Definitions.* Insert clause from 7–103.1, with the following additional paragraphs.

(d) The word "term" means the period of time into which the Contractor divides the academic year for purposes of instruction; this includes "semester," "trimester," "quarter," or any similar word the Contractor may use. (September 1968)

(e) The word "course" means a series of lectures or instructions, and/or laboratory periods, relating to one specific presentation of subject matter, such as Elementary College Algebra, German 401, or Surveying. Normally, a student completes a course in one term and receives a certain number of semester hours credit (or equivalent) upon successful completion. (September 1968)

(f) The word "curriculum" means a series of courses having a unified purpose and belonging primarily to one major academic field. It will usually include certain required courses and elective courses within established criteria. Examples include Business Administration, Civil Engineering, Fine and Applied Arts, and Physics. A curriculum normally covers more than one term and leads to a degree or diploma upon successful completion. (September 1968)

(g) The word "catalog" means any medium by which the Contractor publicly announces terms and conditions for enrollment in the Contractor's institution, including tuition and fees to be charged. This includes "bulletin," "announcement," or any other similar word the Contractor may use. (September 1968)

(h) The word "tuition" means the amount of money charged by an educational institution for instruction, not including fees as defined below. (September 1968)

(i) The word "fees" means those applicable charges directly related to enrollment in the Contractor's institution. This shall not include any permit charge (e.g., parking, vehicle registration) or charges for services of a personal nature (e.g., food, housing, laundry) unless specifically called for in the request placed hereunder. (September 1968)

2. *Gratuities.* Insert clause from 7–104.16.

3. *Covenant against contingent fees.* Insert clause from 7–103.20.

4. *Officials not to benefit.* Insert clause from 7–103.19.

5. *Approval of contract.* Insert clause from 7–105.2 in accordance with Departmental procedures when it is desired to cover the subject matter thereof.

6. *Order of precedence.* Insert clause from 7–104.56.

7. *Conflicts between agreement and catalog.* Insert the following clause.

CONFLICTS BETWEEN AGREEMENT AND CATALOG (SEPTEMBER 1968)

To the extent of any inconsistency between the provisions of this agreement and any catalog or other document incorporated in this agreement by reference or otherwise or any of the Contractor's rules and regulations, the provisions of this agreement shall govern.

8. *Disputes.* Insert clause from 7–103.12.

9. *Convict labor.* Insert clause from 12–203.

10. *Equal opportunity.* In accordance with 12–804 and 12–805, insert clause from 7–103.18.

11. *Assignment of claims.* Insert the following clause.

ASSIGNMENT OF CLAIMS (SEPTEMBER 1968)

No claim under this agreement shall be assigned.

12. *Examination of records.* In accordance with the requirements of 7–104.15, insert the clause set forth therein.

13. *Alterations in contract.* Insert clause from 7–105.1 in accordance with Departmental procedures when it is desired to cover the subject matter thereof.

§ 16.601 Military Interdepartmental Purchase Request (MIPR) (DD Forms 448, 448c; and Standard Form 36).

DD Form 448 shall be used by the requiring Military Departments to—

(a) Request the procurement of supplies or nonpersonal services by the procuring department or agency, and

(b) Permit the procuring department or agency to authorize manufacture of the necessary supplies.

DD Form 448 is authorized for use in effecting other types of coordinated procurement pursuant to Subpart K, Part 5. When a continuation sheet is necessary, either DD Form 448c or Standard Form 36 shall be used.

§ 16.704 Notice of Audit Status Date (DD Form 547s) [Revoked]

§ 16.827 Management Control Systems Summary List (DD Form 1660).

§ 16.827–1 General.

A DD Form 1660 and the clause set forth in § 7.104–50 of this chapter shall be included in all contracts which are estimated to exceed $1 million and use management control systems other than those required by ASPR (see § 1.331 of this chapter). The DD Form 1660 shall list each management control system required by the contract except those required by a clause set forth in this regulation.

§ 16.827–2 Preparation of DD Form 1660.

The DD Form 1660 shall be prepared and used in accordance with the following:

(a) Each entry shall be selected from the Management Control Systems List DOD Manual 7000.6 M, or have been specifically approved for use on the contract by the Office of the Assistant Secretary of Defense (Comptroller) or of the Secretary of the Department concerned.

(b) Entries on the DD Form 1660 shall be made as follows:

Item 1. Number the entries sequentially on the form.

Item 2. Transcribe the document numbers from the "Document Number" column on the Management Control Systems List (MCSL) (DODM 7000.6 M).

Item 3. Transcribe the date of issue or date of latest revision of the document from the "Date" column in the MCSL.

Item 4. Transcribe the document title from the center column on the MCSL.

Item 5. Enter the DD Form 1423 sequence numbers for all data requirements derived from the MCSL. Enter any exceptions made to the reporting and control requirements of the management control system or state where the exceptions are contained in the contract.

§ 16.827–3 Contracting officer's Responsibility.

Upon receipt of a DD Form 1660, the contracting officer shall take the following steps:

(a) Verify that the listed system appears on the Management Control Systems List (MCSL),

(b) Verify that the approval of the Office of the Assistant Secretary of Defense (Comptroller) or of the Secretary of the Department concerned accompanies the DD Form 1660 for any system not appearing on the MCSL, and

(c) Inform the originator of the requirement either to substitute an approved management control system or to obtain approval for any unlisted on unapproved system included on the DD Form 1660.

§ 16.827–4 Disposition of DD Form 1660.

The completed DD Form 1660 shall be included in the solicitation document and the resulting contracts.

PART 18—PROCUREMENT OF CONSTRUCTION AND CONTRACTING FOR ARCHITECT-ENGINEER SERVICES

23. Sections 18.704–12(b) (3) and (4) and (c), 18.704–14, 18.704–16, and 18.705 are revised, as follows:

§ 18.704–12 Contracting officer's report.

* * * * *

(b) * * *

(3) *Air Force contracts.* The report shall be forwarded to the AFLO for review and evaluation. The AFLO shall forward it, with his findings and recommendations, through Hq AFSC (SCKML) to Hq USAF (AFSPPMA) for Hq USAF evaluation and final disposition. Reports involving criminal violations shall be referred to the nearest Office of Special Investigations District Officer for review and disposition.

(4) *Defense Supply Agency contracts.* The report shall be forwarded together with the recommendation of the Head of the Procuring Activity to Headquarters, Defense Supply Agency, Attention: DCAS–H.

(c) Reports processed in accordance with paragraph (b) of this section shall be forwarded with recommendations by the Departmental Headquarters to the Administrator, Wage and Hour and Public Contracts Divisions (WHPC). Except as specifically authorized, the findings, recommendations or conclusions of such reports shall not be disclosed outside of reporting channels. In those cases where there are probable criminal violations, the Department shall forward two copies of the report to the Attorney General for possible prosecution; and the Administrator, WHPC, shall be informed of such action.

§ 18.704–14 Contract termination reports.

Whenever a contract is terminated for violation of the labor standards provision, a report shall be submitted by the Department concerned to the Administrator, WHPC, and the Controller General. The report shall include the contract number, the contractor's or subcontractor's name and address, the name and address of the contractor or subcontractor who is to complete the work, the number and amount of the latter's contract, and a description of the work thereunder.

§ 18.704–16 Overtime and liquidated damages under the Contract Work Hours Standards Act.

Under the Contract Work Hours Standards Act, the contractor will be liable to affected employees for underpaid wages and liable to the United States for liquidated damages in the sum of $10 per calendar day for each laborer or mechanic who was not paid overtime wages as required by the Act. Therefore, when violations are found, the amount of overtime and the amount of liquidated damages must be computed in accordance with § 12.304 of this chapter. Whenever the sum of liquidated damages is $100 or less, and the violations are found to be nonwillful, or inadvertent, and occurred notwithstanding the exercise of due care by the contractor or his agent, the Secretary or his designee, at a level no lower than the Head of a Procuring Activity, may waive or adjust such liquidated damages. Whenever the liquidated damages exceed $100, the Secretary or his designee, at a level no lower than the Head of a Procuring Activity, may recommend to the Administrator, WHPC, that assessed liquidated damages be waived or adjusted because the violation was nonwillful, or inadvertent, and occurred notwithstanding the exercise of due care.

§ 18.705 Labor Standards Enforcement Report.

See § 12.107 of this chapter.

PART 19—TRANSPORTATION

24. Section 19.103 is revised; §§ 19.217 and 19.217–1 are added, as follows:

§ 19.103 Responsibilities of the contracting officer.

The contracting officer shall obtain traffic management advice, assistance, and transportation factors required for solicitations and awards, and the administration, modification, and termination of contracts, including the movement of property by the Government to and from contractors' plants. This is especially important before making an initial procurement of unusually large, heavy, high, wide, or long supplies, or those with sensitive or dangerous characteristics. Additional costs arising from factors such as the use of special equipment, excess blocking and bracing material, circuitous routing, etc., incident to shipment of such supplies shall also be considered, in conjunction with the freight rate, in determining total transportation costs. See § 19.217 for special freight rates for transportation of supplies.

§ 19.217 Special freight rates for transportation of supplies.

Part I of the Interstate Commerce Act makes unlawful all unjust discrimination and also prohibits the direct or indirect charging, demanding or receiving, for any service, greater or less compensation from any person than any other for a like and contemporaneous service. However, section 22 of Part I of the Act, and comparable sections of other parts of the Act, permits common carriers subject to the Act to provide for the carriage, storage, or handling of property free or at reduced rates when the services are provided for the United States, State or municipal Governments, and other specified organizations. Accordingly, section 22 allows a surface carrier to offer preferential rates to the United States for the movement of property. These rates are popularly known as section 22 rates.

§ 19.217–1 Applicability of section 22 rates.

Section 22 rates are not applicable to shipments under a fixed-price f.o.b. destination contract. Such rates are published in Government rate tenders and apply on shipments moving on Government bills of lading or on commercial bills of lading endorsed to show that such bills of lading are to be exchanged for or converted to Government bills of lading at destination after delivery to the consignee; however, for such benefits to accrue to the Government on shipments moving on other commercial bills of lading, it becomes necessary to establish that the Government pays the total transportation charges or directly and completely reimburses the party which initially bears the freight charges.

(a) In fixed price f.o.b. origin contracts, the Government may occasionally require the contractor to prepay the freight charges to a specific destination. In such cases, the contractor would be reimbursed for the direct and actual transportation cost as a separate item in

the invoice (see § 19.403–2). To insure that the Government, in this type of arrangement, obtains the benefit of section 22 rates, when they exist, the clause in § 7.103–25 of this chapter shall be included in the contract.

(b) The section 22 preferential rates are applicable to shipments moving on commercial bills of lading under cost-type contracts, where the transportation costs are direct and allowable costs under the cost principles of section XV. To insure that the Government receives the benefit of lower section 22 rates, when they exist, the clause in 7.203–14 of this chapter shall be included in cost-type contracts.

PART 24—DISPOSITION OF PERSONAL PROPERTY IN POSSESSION OF CONTRACTORS

25. Section 24.206–2(a) is revised as follows:

§ 24.206–2 Competitive sales.

(a) *General.* Surplus contractor inventory shall be offered for sale on a competitive basis except as provided in § 24.206–3. To the extent feasible, subcontractors and suppliers should be solicited when additional competition is likely to result. The plant clearance officer shall provide the contractor with instructions relative to the method of soliciting bids and the basis for offering the property for sale (i.e., serviceable or scrap). In determining the sales method to be used, the plant clearance officer shall consider the expected sales proceeds (based on previous experience and current market) versus the cost of conducting the sale. When he determines that an individual sale will be uneconomical, the material to be sold shall be (1) combined with other material offered for sale, (2) disposed of through the contractor's approved production generated scrap disposal procedure (see § 24.204–4), or (3) abandoned. Case files will be documented to show the basis for the decision. The contractor's overall program, including all forms and procedures, shall be evaluated by the plant clearance officer and shall be subject to his surveillance. To the extent necessary, the plant clearance officer may reserve the right to approve individual sales offerings prior to distribution. Pursuant to § 24.102(r) when the plant clearance officer determines that sale services are required, such service will be arranged for by the plant clearance officer directly with the organization requested to provide the service. The plant clearance officer will justify and document this need. These documents shall be a part of the plant clearance case file. The agreement reached will provide for the Defense Surplus Sales Office or General Services Administration Regional Office to return total proceeds to the plant clearance officer for crediting in compliance with § 24.206–4(c).

* * * * *

PART 25—PRODUCTION MANAGEMENT

26. Sections 25.001 and 25.103 are revised, as follows:

§ 25.001 Applicability.

This part applies to contracts for supplies and services, including research and development and overhaul and repair contracts. When the purchasing office and the contract administration office are one and the same, the contracting officer will determine the extent to which this part applies. Facilities contracts (Subpart G, Part 7 of this chapter) and construction contracts (Part 18 of this chapter) are excluded from this part.

§ 25.103 Assignment of surveillance criticality designator by purchasing office.

Purchasing offices shall assign Surveillance Criticality Designator A, B, or C to each contract in accordance with the criteria given below and shall include such designator on each contract in the space for designating the contract administration office. Unless otherwise specified on DD Form 1155, small purchases (see Subpart F, Part 7) shall automatically be designated as Surveillance Criticality Designator "C". This designator need not be placed on the procurement document. The assigned designator may thereafter be changed only by the purchasing office. The lowest designator consistent with the Government requirements shall be assigned. This will permit the contract administration office to apply its resources most effectively toward meeting the Government's priorities.

Surveillance criticality designator	*Criteria*
A	DX-rated contracts; contracts under a Department of Defense or service-directed critical program; Public Exigency (§ 3.202 of this chapter) contracts; contracts awarded notwithstanding a negative preaward survey recommendation; contracts requiring contractor production progress reports pursuant to § 25.202.
B	The following if not Designator A contracts: contracts over $2,500; contracts for items or with contractors with a history of procurement difficulties; contracts for items required to maintain a Government or contractor production or repair line.
C	All contracts under $2,500, other than Designators A and B contracts.

PART 30—APPENDIXES TO ARMED SERVICES PROCUREMENT REGULATIONS

27. In § 30.2, items 101, 102.11, 306.1 are revised, a new item 316 is added, and item 501 are revised; § 30.3 items 101, 102.11, 306.1, and 501 are revised, as follows:

§ 30.2 Appendix B—Control of Government property in possession of contractors.

* * * * *

101. *General.* The contractor shall be directly responsible for and accountable for all Government property in accordance with the provisions of the contract including property provided under such contract which may be in the possession or control of a subcontractor. The contractor shall establish and maintain a system (in accordance with the provisions of this section) to control, protect, preserve and maintain all Government property. The contractor's property control system shall be in writing unless the property administrator determines that maintenance of a written system is unnecessary. This system shall be reviewed and, if satisfactory, approved in writing by the assigned property administrator. The contractor shall maintain and make available such records as are required by Part 3 of this section and must account for all Government property until relieved of responsibility therefor in accordance with procedures set forth in Part 2 of this section. Liability for loss, damage, or excessive use of property in a given instance will necessarily depend upon all the circumstances surrounding the particular case and must be considered and determined in accordance with the provisions of the contract. The contractor shall furnish all necessary data to substantiate any request for discharge from responsibility.

* * * * *

102.11 *Industrial plant equipment. (IPE)* is that part of plant equipment with an acquisition cost of $1,000 or more; used for the purpose of cutting, abrading, grinding, shaping, forming, joining, testing, measuring, heating, treating, or otherwise altering the physical, electrical or chemical properties of materials, components or end items, entailed in manufacturing, maintenance, supply, processing, assembly, or research and development operations; and IPE is further identified by noun name in Joint DoD Handbooks as listed in § 13.312 of this chapter.

* * * * *

306.1 *Centrally reportable industrial plant equipment.*

(a) The contractor shall prepare a DD Form 1342 for each item of equipment identified as Industrial Plant Equipment (IPE), including items which are a part of a manufacturing system or components of special test equipment. The forms will be prepared in accordance with instructions contained in AR 700–43/NAVSUP PUB 5009/AFM 78–1/DSAM 4215.1—Defense Industrial Plant Equipment Center Operations, at the time (1) of receipt and acceptance of accountability by the contractor; (2) major changes as specified by DSAM 4215.1 occur in the data initially submitted to DIPEC; (3) IPE is no longer required for the purpose authorized or provided; and (4) disposal is completed. The DD Form 1342 prepared at the time IPE is no longer required for the purpose authorized or provided shall reflect all changes in data not previously reported to the Defense Industrial Plant Equipment Center (DIPEC). The contractor shall retain the original of each DD Form 1342 which may be used as the official property record. Copies of the DD Form 1342 shall be forwarded directly to DIPEC through the property administrator. Each DD Form 1342

will be prepared and forwarded within 10 days after the event which created the need for its preparation and forwarding. AR 700–43/NAVSUP PUB 5009/AFM 78–1/DSAM 4215.1 is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

(b) IPE is identified by noun name in Joint DOD IPE Handbooks as listed in § 13.312 of this chapter. Additional handbooks and page changes to existing handbooks, with asterisks denoting additions to the IPE scope, shall be published as required. Reporting of newly listed items which are in the possession of the contractor shall be accomplished within 180 days following the date of the new handbook or the page change.

* * * * *

316. *Records of transportation and installation costs of plant equipment for rental purposes.* The contractor shall record within the property control system the transportation and installation costs directly borne by the Government for each item of Government-owned plant equipment with an acquisition cost of over $1,000. When required, such recorded costs shall be provided to the administrative contracting officer for use in computing rental charges pursuant to § 7.702–12 of this chapter.

(a) *Transportation costs.* (1) Transportation costs (other than included in purchase price) shall include costs of shipment of equipment to present location from the last prior location. These costs shall include line haul charges, add-on charges such as switching, diversion, pickup and delivery, overdimensional, State permits, local permits, unloading, drayage, ocean, port handling, and other charges as shown on the applicable Government bill of lading or other transportation document to the receiving contractor location. When transportation costs are included in price of equipment delivered to using location, the property records should be so annotated.

(2) If transportation costs are not included in the price of equipment delivered to the using location, and are not otherwise available, the contractor shall prepare DD Form 1093, Freight Rate Request and Response, in triplicate. Item 4 of DD Form 1093 shall be modified to indicate the date or approximate date the shipment was received. The original and one copy of DD Form 1093 shall be forwarded through the property administrator to the transportation officer who will arrange for the estimated freight charges to be placed on the original. The original shall then be returned through the property administrator to the contractor for recording. In submitting freight data requests for a large number of items of plant equipment, special arrangements may be made to use machine listings provided such listings contain all essential information.

(b) *Installation costs.* (1) When installation is performed by the contractor, the cost shall be computed in accordance with the contractor's accounting system if acceptable for other contract cost determination purposes and recorded in the property record.

(2) When installation is subcontracted, the cost paid to the subcontractor shall be recorded in the property record.

(3) When installation costs are included in price of equipment delivered to the using location, the property records should be so annotated.

* * * * *

501. *Periodic inventories.* The contractor shall periodically physically inventory all Government property (except materials issued from stock for performance of manufacturing, research, design, or other services required by the contract) in his possession or control and shall cause his subcontractors to do likewise. The type and frequency of physical inventory and the procedures therefor shall be established by the contractor and approved by the property administrator. The contractor's procedures shall provide that personnel who perform the physical inventory are not the same individuals who maintain the property records or have custody of the property unless the size of the contractor's operation is so small as to make it impracticable to do so. In establishing type and frequency of physical inventory consideration should be given to contractor's established practices, type, and usage of the Government property in the possession or control of the contractor, amount of Government property involved and their monetary value, and the reliability of contractor's property control system. Type and frequency of physical inventories normally will not vary between contracts being performed by the contractor; however, it may vary with the types of property being controlled. Inventory, as used here, consists of sighting, tagging or marking, describing, recording and reporting the property concerned and reconciling the property recorded and reported with the property records.

* * * * *

§ 30.3 Appendix C—Control of property in possession of nonprofit research and development contractors.

* * * * *

101. *General.* The contractor shall be directly responsible for and accountable for all Government property in accordance with the provisions of the contract, including property provided under such contract which may be in the possession or control of a subcontractor. The contractor shall establish and maintain a system (in accordance with the provisions of this section) to control, protect, preserve and maintain all Government property. The contractor's property control system shall be in writing unless the property administrator determines that maintenance of a written system is unnecessary. This system shall be reviewed and, if satisfactory, approved in writing by the assigned property administrator. The contractor shall maintain and make available such records as are required by Part 3 of this section and must account for all Government property until relieved of responsibility therefor in accordance with procedures set forth in Part 2 of this section. Liability for loss, damage, or excessive use of property in a given instance will necessarily depend upon all the circumstances surrounding the particular case and must be considered and determined in accordance with the provisions of the contract. The contractor shall furnish all necessary data to substantiate any request for discharge from responsibility.

(a) The contractor shall require any of his subcontractors who are provided Government property under the prime contract to comply with the provisions of this section. Procedures for assuring subcontractor compliance shall be included in the contractor's approved property control system. In those instances where the property administrator assigned to the contract has requested supporting property administration, the contractor may accept the system approval and continuing surveillance of the supporting property administrator in lieu of performing duplicative actions to assure the subcontractor's compliance with the provisions of this section.

(b) In the event any portion of the contractor's property control system is found to be inadequate upon review by the property administrator, any necessary corrective action will be accomplished by the contractor prior to approval of the system. When agreement as to adequacy of control and corrective action is not reached between the contractor and the property administrator, the matter will be referred to the administrative contracting officer.

(c) Procedures for the control of scrap and salvage shall not be required unless the property administrator determines that the scrap and salvage is substantial in amount and that the Government is not receiving sufficient benefits from the use or disposal thereof. In this event the contractor shall establish a procedure whereby all Government property that can be salvaged shall be returned to Government stock, which procedure shall be subject to the approval of the property administrator.

(d) When Government property (excluding misdirected shipments) is disclosed to be in the possession or control of the contractor but not provided in accordance with the provisions of any contract, the contractor will, as promptly as possible, (1) record such property according to the established property control procedure, and (2) furnish the property administrator all known circumstances and factual data pertaining to its receipt and a statement as to whether there is a need for retention of such property. For misdirected shipments, see paragraph 312 of this section.

(e) The contractor shall report all Government property in excess of the amounts needed to complete full performance under the contract pursuant to which it was provided, or other existing contracts which authorize the use of such property, as promptly as possible after disclosure of the condition.

* * * * *

102.11 *Industrial plant equipment (IPE)* is that part of plant equipment with an acquisition cost of $1,000 or more; used for the purpose of cutting, abrading, grinding, shaping, forming, joining, testing, measuring, heating, treating, or otherwise altering the physical, electrical or chemical properties of materials, components or end items, entailed in manufacturing, maintenance, supply, processing, assembly or research and development operations; and IPE is further identified by noun name in Joint DOD Handbooks as listed in § 13.312 of this chapter.

* * * * *

306.1 *Centrally reportable industrial plant equipment.* (a) The contractor shall prepare a DD Form 1342 for each item of equipment identified as Industrial Plant Equipment (IPE), including items which are a part of a manufacturing system or components of special test equipment. The forms will be prepared in accordance with instructions contained in AR 700–43/NAVSUP PUB 5009/AFM 78–1/DSAM 4215.1—Defense Industrial Plant Equipment Center Operations, at the time (1) of receipt and acceptance of accountability by the contractor; (2) major changes as specified by DSAM 4215.1 occur in the data initially submitted to DIPEC; (3) IPE is no longer required for the purpose authorized or provided; and (4) disposal is completed. The DD Form 1342 prepared at the time IPE is no longer required for the purpose authorized or provided shall reflect all changes in data not previously reported to the Defense Industrial Plant Equipment Center (DIPEC). The contractor shall retain the original of each DD Form 1342 which may be used as the official property record. Copies of the DD Form 1342 shall be forwarded directly to DIPEC through the property administrator. Each DD Form 1342 will be prepared and forwarded within 10 days after the event which created the need for its preparation and forwarding. AR 700–43/NAVSUP PUB 5009/AFM 78–1/DSAM 4215.1 is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

(b) IPE is identified by noun name in Joint DOD IPE Handbooks as listed in § 13.312 of this chapter. Additional handbooks

and page changes to existing handbooks, with asterisks denoting additions to the IPE scope, shall be published as required. Reporting of newly listed items which are in the possession of the contractor shall be accomplished within 180 days following the date of the new handbook or the page change.

* * * * *

501. *Periodic inventories.* The contractor shall periodically physically inventory Government property (except materials issued from stock for performance of manufacturing, research, design, or other services required by the contract) in his possession or control and shall cause his subcontractors to do likewise. Such periodic inventories normally shall be limited to materials, special tooling and minor plant equipment held in stocks and stores, and all special test equipment and other plant equipment. The type and frequency of physical inventory and the procedures therefor shall be established by the contractor and approved by the property administrator. The contractor's procedures shall provide that personnel who perform the physical inventory are not the same individuals who maintain the property records or have custody of the property unless the size of the contractor's operation is so small as to make it impracticable to do so. In establishing type and frequency of inventory, consideration should be given to contractor's established practices, type, and usage of the Government property in the possession or control of the contractor, amount of Government property involved and their monetary value, and the reliability of contractor's property control system. Type and frequency of physical inventories normally will not vary between contracts being performed by the contractor; however, it may vary with the types of property being controlled. Inventory, as used here, consists of sighting, tagging, or marking, describing, recording and reporting the property concerned and reconciling the property so recorded and reported with the property records.

* * * * *

[Rev. 6, ASPR, Dec. 31, 1969, DPC 75 and DPC 76] (Secs. 2202, 2301–2314, 70A Stat. 120, 127–133; 10 U.S.C. 2202, 2301–2314)

For the Adjutant General.

RICHARD B. BELNAP,
Special Advisor to TAG.

[F.R. Doc. 70-5244; Filed, Apr. 29, 1970; 8:46 a.m.]

Title 7—AGRICULTURE

Chapter I—Consumer and Marketing Service (Standards, Inspections, Marketing Practices), Department of Agriculture

SUBCHAPTER D—REGULATIONS UNDER THE POULTRY PRODUCTS INSPECTION ACT

PART 81—INSPECTION OF POULTRY AND POULTRY PRODUCTS

Fees Relating to Overtime and Holiday Inspection Service

Pursuant to the statutory authorities cited below, the fees relating to inspection are hereby amended to reflect increases in Federal employees salaries authorized by the Federal Employees Salary Act of 1970 (P.L. 91-231), and Executive Order 11524.

Sections 81.170, 81.171, and 81.172 are hereby amended by deleting the figure "$8.00" and substituting in lieu thereof "$8.40."

The Poultry Products Inspection Act, as amended (21 U.S.C. 451 et seq.), and the regulations promulgated thereunder require the cost of overtime and holiday inspection service be paid for by the applicant or user of the service. It has been determined that in order to cover these increased costs of the service, the hourly fee charges in connection with the performance of the services must be increased as soon as practicable as provided for herein. The need for the increase and the amount thereof are dependent upon facts within the knowledge of the Consumer and Marketing Service. Therefore, under 5 U.S.C. 553, it is found that notices and other public procedure with respect to this amendment are impracticable and unnecessary and good cause is found for making the amendment effective less than 30 days after its publication in the FEDERAL REGISTER.

This amendment shall become effective May 1, 1970, with respect to all Federal poultry inspection services rendered on and after that date.

Done at Washington, D.C., on April 28, 1970.

G. R. GRANGE,
Acting Administrator.

[F.R. Doc. 70-5324; Filed, Apr. 29, 1970; 8:51 a.m.]

Chapter IX—Consumer and Marketing Service (Marketing Agreements and Orders; Fruits, Vegetables, Nuts), Department of Agriculture

[Navel Orange Reg. 207]

PART 907—NAVEL ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

Limitation of Handling

§ 907.507 Navel Orange Regulation 207.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 907, as amended (7 CFR Part 907, 33 F.R. 15471), regulating the handling of Navel oranges grown in Arizona and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations and information submitted by the Navel Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such Navel oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 553) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for Navel oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such Navel oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on April 28, 1970.

(b) *Order.* (1) The respective quantities of Navel oranges grown in Arizona and designated part of California which may be handled during the period May 1, 1970, through May 7, 1970, are hereby fixed as follows:

(i) District 1: 666,000 cartons;

(ii) District 2: 234,000 cartons;

(iii) District 3: Unlimited.

(2) As used in this section, "handled," "District 1," "District 2," "District 3," and "carton" have the same meaning as when used in said amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: April 29, 1970.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 70-5386; Filed, Apr. 29, 1970; 11:18 a.m.]

[Valencia Orange Reg. 311]

PART 908—VALENCIA ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

Limitation of Handling

§ 908.611 Valencia Orange Regulation 311.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 908, as amended (7 CFR Part

908), regulating the handling of Valencia oranges grown in Arizona and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations and information submitted by the Valencia Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such Valencia oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 553) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for Valencia oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such Valencia oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on April 28, 1970.

(b) *Order.* (1) The respective quantities of Valencia oranges grown in Arizona and designated part of California which may be handled during the period May 1, 1970, through May 7, 1970, are hereby fixed as follows:

(i) District 1: 155,000 cartons;

(ii) District 2: 190,000 cartons;

(iii) District 3: 155,000 cartons.

(2) As used in this section, "handler," "District 1," "District 2," "District 3," and "carton" have the same meaning as when used in said amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: April 29, 1970.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 70-5385; Filed, Apr. 29, 1970; 11:18 a.m.]

Chapter X—Consumer and Marketing Service (Marketing Agreements and Orders; Milk), Department of Agriculture

[Dockets Nos. AO–14–A47, AO–305–A24]

PART 1001—MILK IN MASSACHUSETTS-RHODE ISLAND-NEW HAMPSHIRE MARKETING AREA

PART 1015—MILK IN CONNECTICUT MARKETING AREA

Order Amending Orders

Findings and determinations. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of each of the aforesaid orders and of the previously issued amendments thereto; and all of the said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein. The following findings are hereby made with respect to each of the aforesaid orders:

(a) *Findings upon the basis of the hearing record.* Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), a public hearing was held upon certain proposed amendments to the tentative marketing agreements and to the orders regulating the handling of milk in the respective marketing areas.

Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order as hereby amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(2) The parity prices of milk, as determined pursuant to section 2 of the Act, are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the said marketing area, and the minimum prices specified in the order as hereby amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest;

(3) The said order as hereby amended, regulates the handling of milk in the same manner as, and is applicable only to persons in the respective classes of industrial or commercial activity specified in, a marketing agreement upon which a hearing has been held;

(4) All milk and milk products handled by handlers, as defined in the order as hereby amended, are in the current of interstate commerce or directly burden, obstruct, or affect interstate commerce in milk or its products; and

(5) With respect to the Massachusetts-Rhode Island-New Hampshire order (Part 1001), it is hereby found that the necessary expense of the market administrator for the maintenance and functioning of such agency will require the payment by each handler, as his pro rata share of such expense, 4 cents per hundredweight or such lesser amount as the Secretary may prescribe, with respect to:

(i) All of a handler's receipts at pool plants during the month of fluid milk products from all sources, except receipts from pool plants, receipts from regulated plants under other Federal orders if such receipts were subject to an administration expense assessment under the other order, and receipts of exempt milk processed at plants other than pool plants;

(ii) All receipts and beginning inventory of a cooperative association in its capacity as a handler under § 1001.9(d) for the month less its disposition to pool plants and ending inventory for the month; and

(iii) The quantity distributed as route disposition in the marketing area from a handler's nonpool plant for which a value is determined under § 1001.64(d).

(b) *Determinations.* It is hereby determined that:

(1) The refusal or failure of handlers (excluding cooperative associations specified in section 8c(9) of the Act) of more than 50 percent of the milk, which is marketed within each of the respective marketing areas, to sign a proposed marketing agreement, tends to prevent the effectuation of the declared policy of the Act;

(2) The issuance of this order, amending each of the specified orders, is the only practical means pursuant to the declared policy of the Act of advancing the interests of producers as defined in the respective orders as hereby amended; and

(3) The issuance of the order amending the Connecticut order (Part 1015) is approved or favored by at least two-thirds of the producers who during the determined representative period were engaged in the production of milk for sale in the marketing area. The issuance of the order amending the Massachusetts-Rhode Island-New Hampshire order (Part 1001), is approved or favored by at least two-thirds of the producers who participated in a referendum and who during the determined representative period were engaged in the production of milk for sale in the marketing area.

Order relative to handling. It is therefore ordered, that on and after the effective date hereof, the handling of milk in the respective designated marketing

areas shall be in conformity to and in compliance with the terms and conditions of each of the aforesaid orders, as amended, and as hereby further amended, as follows:

I. In Part 1001—Milk in Massachusetts-Rhode Island-New Hampshire Marketing Area:

1. Section 1001.2 is revised to read as follows:

§ 1001.2 Massachusetts-Rhode Island-New Hampshire marketing area.

"Massachusetts - Rhode Island - New Hampshire marketing area", referred to in this part as the "marketing area", means all territory within the boundaries of the places set forth below, all waterfront facilities connected therewith and craft moored thereat, and all territory therein occupied by any governmental installation, institution, or other similar establishment:

MASSACHUSETTS COUNTIES

Barnstable.
Bristol.
Dukes.
Essex.
Hampden (except the towns of Brimfield, Monson, Palmer, and Wales).
Hampshire (except the town of Ware).
Middlesex.
Norfolk.
Plymouth.
Suffolk.
Worcester (except the towns of Athol, Barre, Douglas, East Brookfield, Hardwick, New Braintree, Northbridge, North Brookfield, Petersham, Phillipston, Royalston, Templeton, Uxbridge, Warren, West Brookfield, and Winchendon).

NEW HAMPSHIRE COUNTIES

Belknap.
Cheshire (the cities and towns of Dublin, Harrisville, Jaffrey, Keene, Marlborough, Nelson, Roxbury, and Sullivan only).
Grafton (the towns of Ashland, Bridgewater, Bristol, Holderness, and Plymouth only).
Hillsborough.
Merrimack.
Rockingham.
Strafford.

RHODE ISLAND

All cities and towns except New Shoreham (Block Island).

2. Section 1001.7 is revised to read as follows:

§ 1001.7 Producer.

"Producer" means a dairy farmer who produces milk which is moved, other than in packaged form, from his farm to a pool plant, or to any other plant as diverted milk. However, the term shall not include:

(a) A producer-handler under any Federal order;

(b) A dairy farmer with respect to milk caused to be moved from his farm to a pool plant under this order by a handler under another Federal order if all of the dairy farmer's milk so received is considered as a receipt from a producer under the provisions of the other Federal order;

(c) A dairy farmer for other markets;

(d) A dairy farmer who is a local or state government and has nonproducer status for the month under § 1001.26(c);

(e) A dairy farmer with respect to salvage product assigned under § 1001.55 (e); or

(f) A dairy farmer with respect to milk which is excluded from producer milk under § 1001.27.

3. In § 1001.11, the text immediately preceding paragraph (a) is revised to read as follows:

§ 1001.11 Dairy farmer for other markets.

"Dairy farmer for other markets" means any dairy farmer described in this section. For the purposes of this section, the acts of any person who is an affiliate of, or who controls or is controlled by, a handler or dealer shall be considered as having been performed by the handler or dealer. Receipts from a "dairy farmer for other markets" under paragraphs (a), (b), and (c) of this section shall be considered as receipts from the unregulated plant at which the greatest quantity of his milk was received in the most recent month.

* * * * *

4. In paragraph (b) of § 1001.11, the period is deleted and the following is added to the final sentence: "or if all the nonpool milk is excluded from producer milk under § 1001.27.".

5. In paragraph (c) of § 1001.11, the period is deleted and the following is added to the final sentence: ", or was excluded from producer milk under § 1001.27.".

6. In § 1001.11, a new paragraph (d) is added to read as follows:

§ 1001.11 Dairy farmer for other markets.

* * * * *

(d) Notwithstanding the provisions of paragraphs (a), (b), and (c) of this section, the term shall apply to any dairy farmer with respect to milk moved from his farm to a handler's pool plant or purchased from him by a cooperative association in its capacity as a handler under § 1001.9(d) during any month in which:

(1) Milk from that farm was received as base milk under another Federal order; or

(2) Milk was received as base milk under another Federal order as the result of the transfer of part or all of the base otherwise applicable to that farm for the current base-operating period under the other order, if such base was established on the basis of milk received by, or moved from that farm at the direction of, the handler or cooperative association which, except for the provisions of this paragraph, would have caused milk from that farm to be pooled under this order in the current month.

§ 1001.25 [Amended]

7. In § 1001.25, the provision at the end of paragraph (e) "; and" is deleted and replaced with a period; and paragraph (f) is revoked in its entirety.

8. Section 1001.27 is revised to read as follows:

§ 1001.27 Diverted milk.

"Diverted milk" means milk, other than that excluded under § 1001.7 from being considered as received from a producer, which meets the conditions set forth in paragraph (a) or (b) of this section and is not excluded from diverted milk under paragraph (c) of this section.

(a) Milk which a handler in his capacity as the operator of a pool plant reports as having been moved from a dairy farmer's farm to the pool plant, but which he caused to be moved from the farm to another plant, if the handler specifically reports such movement to the other plant as a movement of diverted milk, and the conditions of subparagraph (1) or (2) of this paragraph have been met. Milk which is diverted milk under this paragraph shall be considered to have been received at the pool plant from which it was diverted, but for pricing purposes the differentials for the zone location specified in § 1001.63 shall be used.

(1) During any 2 months subsequent to July of the preceding calendar year, or during the current month, on more than half of the days on which the handler caused milk to be moved from the dairy farmer's farm during the month, all of the milk which the handler caused to be moved from that farm was physically received as producer milk at the handler's pool plant or at another of the handler's pool plants which is no longer operated as a plant.

(2) During the current month and not more than 5 other months subsequent to July of the preceding calendar year, milk from the dairy farmer's farm was received at or diverted from the handler's pool plant as producer milk; and during the current month all of the milk from that farm which the handler reported as diverted milk was moved from the farm in a tank truck in which it was intermingled with milk from other farms, the milk from a majority of which farms was diverted from the same pool plant in accordance with the preceding provisions of this paragraph.

(b) Milk which a cooperative association in its capacity as a handler under § 1001.9(d) caused to be moved from a dairy farmer's farm to a nonpool plant if the association specifically reports the movement to such plant as a movement of diverted milk, and the conditions of subparagraph (1) or (2) of this paragraph have been met. Milk which is diverted under this paragraph shall be considered to have been received by the cooperative association in its capacity as a handler under § 1001.9(d), but for pricing purposes the differentials for the zone location specified in § 1001.63 shall be used.

(1) During any 2 months subsequent to July of the preceding calendar year, or during the current month, on more than half of the days on which the cooperative association in its capacity as a handler under § 1001.9(d) caused milk to be moved from the farm as producer milk during the month, all of the milk

which the association caused to be moved from the farm was physically received at a pool plant.

(2) During the current month and not more than 5 other months subsequent to July of the preceding calendar year, the cooperative association in its capacity as a handler under § 1001.9(d) caused milk to be moved from the dairy farmer's farm as producer milk; and during the current month all of the milk from that farm which the cooperative association in its capacity as a handler under § 1001.9(d) reported as diverted milk was moved from the farm in a tank truck in which it was intermingled with milk from other farms, the milk from a majority of which farms was diverted by the association in accordance with the preceding provisions of this paragraph.

(c) Milk moved, as described in paragraphs (a) and (b) of this section, from dairy farmers' farms to nonpool plants in excess of 25 percent of the total quantity of producer milk received (including diversions) by the handler during the month shall not be diverted milk. Such milk, and any other milk reported as diverted milk which fails to meet the requirements set forth in this section shall be considered as having been moved directly from the dairy farmers' farms to the plant of physical receipt, and if that plant is a nonpool plant the milk shall be excluded from producer milk. If the handler fails to designate the dairy farmers whose milk is to be so excluded, the entire quantity of milk which the handler caused to be moved from dairy farmers' farms directly to nonpool plants during the month shall be excluded from producer milk.

9. In § 1001.55, paragraph (c) is revised to read as follows:

§ 1001.55 Initial assignments to Class II milk.

* * * * *

(c) Assign to Class II milk the quantities in fluid milk products (other than exempt milk) received from a local or State government which has elected nonproducer status for the month under § 1001.26(c) and in receipts from dairy farmers for other markets under § 1001.11(d).

* * * * *

§ 1001.62 [Amended]

10. In § 1001.62, paragraph (b), reference to "Mileage Guide No. 8", is deleted and "Mileage Guide No. 9" is inserted therefor.

11. Section 1001.65(b) is revised to read as follows:

§ 1001.65 Basic blended price.

* * * * *

(b) Deduct the amount of the plus differentials, and add the amount of the minus differentials, which are applicable under §§ 1001.62 and 1001.63.

* * * * *

12. Section 1001.81 is revised to read as follows:

§ 1001.81 Handlers' producer-settlement fund debits and credits.

On or before the 15th day after the end of the month, the market administrator shall render a statement to each handler showing the amount of the handler's producer-settlement fund debit or credit, as calculated in this section.

(a) The producer-settlement fund debit or credit for each plant and each cooperative association in its capacity as a handler under § 1001.9(d) shall be computed as specified in this paragraph.

(1) Multiply the quantities of pool milk and the quantities of fluid milk products received at the pool plant from cooperative associations in their capacity as handlers under § 1001.9(d) by the basic blended price computed under § 1001.65 adjusted by any zone differentials applicable under §§ 1001.62 and 1001.63.

(2) For any cooperative association in its capacity as a handler under § 1001.9 (d), multiply the quantities of milk moved to each pool plant by the basic blended price computed under § 1001.65 adjusted by any zone differentials applicable under §§ 1001.62 and 1001.63; and to the result add the value determined under § 1001.64.

(3) If the value of fluid milk products, as determined under § 1001.64 for any plant, or as determined under subparagraph (2) of this paragraph for any cooperative association in its capacity as a handler under § 1001.9(d), is greater than the credit as determined under subparagraph (1) of this paragraph, the difference shall be the producer-settlement fund debit for the plant or the cooperative association in its capacity as a handler under § 1001.9(d).

(4) If the value of fluid milk products, as determined under § 1001.64 for any plant, or as determined under subparagraph (2) of this paragraph for any cooperative association in its capacity as a handler under § 1001.9(d), is less than the credit as determined under subparagraph (1) of this paragraph, the difference shall be the producer-settlement fund credit for the plant or the cooperative association in its capacity as a handler under § 1001.9(d).

(b) The producer-settlement fund debit or credit of any handler shall be the net of the producer-settlement fund debits and credits as computed for all of its operations under paragraph (a) of this section.

13. Section 1001.84 is revised to read as follows:

§ 1001.84 Adjustment of overdue producer-settlement fund accounts.

Any producer-settlement fund account balance due from or to a handler under § 1001.82, 1001.83, or 1001.84, for which remittance has not been received in or paid from the market administrator's office by the close of business on the 20th day of any month, shall be increased one percent effective the following day. Any remittance received by the market administrator after the 20th day of any month in an envelope which is postmarked not later than the 18th day of the month shall be considered to have been received by the 20th day of that month.

II. In Part 1015—Milk in Connecticut Marketing Area:

§ 1015.25 [Amended]

1. In § 1015.25, the provision at the end of paragraph (e) "; and" is deleted and replaced with a period; and paragraph (f) is revoked in its entirety.

§ 1015.55 [Amended]

2. In § 1015.55(c)(2)(i), reference to "§ 1015.32(g)(5)" is deleted and "§ 1015.32(g)" is inserted therefor.

§ 1015.62 [Amended]

3. In § 1015.62, paragraph (b), reference to "Mileage Guide No. 8", is deleted and "Mileage Guide No. 9" is inserted therefor.

§ 1015.63 [Amended]

4. In paragraph (e)(1) of § 1015.63, the reference "and (f)" is revoked.

5. Section 1015.89 is revised to read as follows:

§ 1015.89 Adjustment of overdue account.

Any unpaid obligation of a handler under §§ 1015.81 and 1015.88 to the producer settlement fund shall be increased 1 percent effective the 22d day of such month and on the 22d day of each month thereafter until the obligation is paid.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Effective date. This order shall become effective June 1, 1970, except that with respect to § 1001.11(d) of the Massachusetts-Rhode Island-New Hampshire order such provision shall become effective July 1, 1970.

Signed at Washington, D.C., on April 27, 1970.

RICHARD E. LYNG,
Assistant Secretary.

[F.R. Doc. 70-5299; Filed, Apr. 29, 1970; 8:50 a.m.]

[Milk Order 7; Docket No. AO-366-A2]

PART 1007—MILK IN GEORGIA MARKETING AREA

Order Amending Order

Findings and determinations. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of the said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) *Findings upon the basis of the hearing record.* Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), a public hearing was held upon certain proposed amendments to the tentative marketing agreement and to the order regulating the handling of milk in the Georgia marketing area.

Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order as hereby amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(2) The parity prices of milk, as determined pursuant to section 2 of the Act, are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the said marketing area, and the minimum prices specified in the order as hereby amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(3) The said order as hereby amended, regulates the handling of milk in the same manner as, and is applicable only to persons in the respective classes of industrial or commercial activity specified in, a marketing agreement upon which a hearing has been held.

(b) *Additional findings.* It is necessary in the public interest to make this order amending the order effective not later than May 1, 1970. Any delay beyond that date would tend to disrupt the orderly marketing of milk in the marketing area.

The provisions of the said order are known to handlers. The recommended decision of the Deputy Administrator, Regulatory Programs, was issued March 5, 1970, and the decision of the Assistant Secretary containing all amendment provisions of this order was issued March 28, 1970. The changes effected by this order will not require extensive preparation or substantial alteration in method of operation for handlers. In view of the foregoing, it is hereby found and determined that good cause exists for making this order amending the order effective May 1, 1970, and that it would be contrary to the public interest to delay the effective date of this amendment for 30 days after its publication in the FEDERAL REGISTER (sec. 553 (d), Administrative Procedure Act, 5 U.S.C. 551–559).

(c) *Determinations.* It is hereby determined that:

(1) The refusal or failure of handlers (excluding cooperative associations specified in section 8c(9) of the Act) of more than 50 percent of the milk, which is marketed within the marketing area, to sign a proposed marketing agreement, tends to prevent the effectuation of the declared policy of the Act;

(2) The issuance of this order, amending the order, is the only practical means pursuant to the declared policy of the Act of advancing the interests of producers as defined in the order as hereby amended; and

(3) The issuance of the order amending the order is approved or favored by at least two-thirds of the producers who during the determined representative period were engaged in the production of milk for sale in the marketing area.

Order relative to handling. It is therefore ordered, that on and after the effective date hereof, the handling of milk in the Georgia marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as amended, and as hereby further amended, as follows:

1. Sections 1007.7, 1007.8, 1007.9, and 1007.10 are revised to read as follows:

§ 1007.7 Fluid milk product.

"Fluid milk product" means milk, skim milk, buttermilk, filled milk, flavored milk, flavored milk drinks, concentrated milk, cream and mixtures of cream, and milk or skim milk.

§ 1007.8 Distributing plant.

"Distributing plant" means a plant in which milk approved by a duly constituted health authority for fluid consumption or filled milk is processed or packaged and which has route disposition in the marketing area during the month.

§ 1007.9 Supply plant.

"Supply plant" means a plant from which a fluid milk product acceptable to a duly constituted health authority for fluid consumption or filled milk is shipped during the month to a pool plant.

§ 1007.10 Pool plant.

"Pool plant" means a plant specified in paragraph (a) or (b) of this section that is neither an other order plant, a producer-handler plant, nor an exempt distributing plant.

(a) A distributing plant that has route disposition, except filled milk, during the month of not less than 50 percent of the fluid milk products, except filled milk, approved by a duly constituted health authority for fluid consumption that are physically received at such plant or diverted as producer milk to a nonpool plant pursuant to § 1007.16 and that has route disposition, except filled milk, in the marketing area during the month of not less than 15 percent of it total Class I disposition, except filled milk, during the month.

(b) A supply plant from which not less than 50 percent of the total quantity of milk approved by a duly constituted health authority for fluid consumption that is physically received from dairy farmers at such plant or diverted as producer milk to a nonpool plant pursuant to § 1007.16 during the month is shipped as fluid milk products, except filled milk, to pool plants pursuant to paragraph (a) of this section. A plant that was a pool plant pursuant to this paragraph in each of the immediately preceding months of August through February shall be a pool plant for the months of March through July unless the milk received at the plant does not continue to meet the requirements of a duly constituted health authority or a written application is filed by the plant operator with the market administrator on or before the first day of any such month requesting that the plant be designated as a nonpool plant for such month and each subsequent month through July during which it would not otherwise qualify as a pool plant.

2. The introductory text and paragraph (a) of § 1007.11 are revised to read as follows:

§ 1007.11 Nonpool plant.

"Nonpool plant" means a plant (except a pool plant) which receives milk from dairy farmers or is a milk or filled milk manufacturing, processing or bottling plant. The following categories of nonpool plants are further defined as follows:

(a) "Other order plant" means a plant that is fully subject to the pricing and pooling provisions of another order issued pursuant to the Act, unless such plant is qualified as a pool plant pursuant to § 1007.10 and a greater volume of fluid milk products, except filled milk, is disposed of from such plant in this marketing area as route disposition and to pool plants qualified on the basis of route disposition in this marketing area than is disposed of from such plant in the marketing area regulated pursuant to the other order as route disposition and to plants qualified as fully regulated plants under such other order on the basis of route dispositions in its marketing area.

* * * * *

3. A new § 1007.24, *Filled milk*, is added to read as follows:

§ 1007.24 Filled milk.

"Filled milk" means any combination of nonmilk fat (or oil) with skim milk (whether fresh, cultured, reconstituted or modified by the addition of nonfat milk solids), with or without milkfat, so that the product (including stabilizers, emulsifiers or flavoring) resembles milk or any other fluid milk product, and contains less than 6 percent nonmilk fat (or oil).

4. The introductory text of § 1007.30 and paragraph (b) of this section are revised to read as follows:

§ 1007.30 Reports of receipts and utilization.

On or before the seventh day after the end of each month, each handler (except a handler pursuant to § 1007.13 (e) or (f)) shall report to the market administrator for such month with respect to each plant at which milk is received or at which filled milk is processed or packaged, reporting in detail and on forms prescribed by the market administrator:

* * * * *

(b) The utilization of all skim milk and butterfat required to be reported pursuant to this section, including a separate statement showing:

(1) The respective amounts of skim milk and butterfat in route disposition in the marketing area, showing separately the in-area route disposition of filled milk; and

(2) For a handler pursuant to § 1007.13(b), the amount of reconstituted skim milk in route disposition in the marketing area; and

* * * * *

5. In § 1007.33, paragraphs (b) and (c) are revised to read as follows:

§ 1007.33 Records and facilities.

* * * * *

(b) The weights and butterfat and other content of all milk and milk products (including filled milk) handled during the month;

(c) The pounds of skim milk and butterfat contained in or represented by all milk products (including filled milk) in inventory at the beginning and end of the month; and

* * * * *

6. In § 1007.41 paragraph (b) is revised to read as follows:

§ 1007.41 Classes of utilization.

* * * * *

(b) *Class II milk.* Class II milk shall be:

(1) Skim milk and butterfat used to produce frozen desserts (e.g., ice cream, ice cream mix), sour cream, sour cream products (e.g., dips), eggnog, yogurt, aerated cream products, butter, cheese (including cottage cheese), evaporated and condensed milk (plain or sweetened), nonfat dry milk, dry whole milk, dry whey, condensed or dry buttermilk, custards and puddings, and sterilized products in hermetically sealed glass or metal containers;

(2) Skim milk and butterfat in fluid milk products delivered in bulk form to and used at a commercial food processing establishment (other than a milk or filled milk plant) in the manufacture of bakery products, candy, or packaged food products (other than milk products and filled milk) for consumption off the premises;

(3) Skim milk and butterfat in fluid milk products disposed of by a handler for livestock feed;

(4) Skim milk and butterfat in fluid milk products dumped by a handler after notification to, and opportunity for verification by, the market administrator;

(5) Skim milk and butterfat in inventory of bulk fluid milk products at the end of the month;

(6) Skim milk represented by the nonfat solids added to a fluid milk product which is in excess of an equivalent volume of such product prior to the addition;

(7) Skim milk and butterfat, respectively, in shrinkage at each pool plant but not in excess of:

(i) Two percent of producer milk (except that received from a handler pursuant to § 1007.13(d));

(ii) Plus 1.5 percent of producer milk received from a handler pursuant to § 1007.13(d): *Provided,* That if the handler receiving such milk files notice with the market administrator that he is purchasing such milk on the basis of farm weights, the applicable percentage pursuant to this subdivision shall be 2 percent;

(iii) Plus 1.5 percent of bulk fluid milk products (except cream) received from other pool plants;

(iv) Plus 1.5 percent of bulk fluid milk products received from other order plants exclusive of the quantity for which Class II utilization was requested by the operators of both plants;

(v) Plus 1.5 percent of bulk fluid milk products received from unregulated supply plants exclusive of the quantity for which Class II utilization is requested by the handler; and

(vi) Less 1.5 percent of bulk fluid milk products (except cream) transferred or diverted to other plants; and

(8) Skim milk and butterfat in shrinkage of other source milk assigned pursuant to § 1007.42(b)(2).

§ 1007.42 [Amended]

6a. In paragraph (b) of § 1007.42, the reference in subparagraphs (1) and (2) to § 1007.41(b)(8) should be changed to § 1007.41(b)(7).

7. In paragraph (a) of § 1007.45, subparagraphs (1), (2), (3), (5), (6), and (9), and the introductory text of subparagraph (10) are revised to read as follows:

§ 1007.45 Allocation of skim milk and butterfat classified.

* * * * *

(a) * * *

(1) Subtract from the total pounds of skim milk in Class II the pounds of skim milk classified as Class II pursuant to § 1007.41(b)(7);

(2) Subtract from the total pounds of skim milk in Class I the pounds of skim milk in packaged fluid milk products, except filled milk made from reconstituted skim milk, received from an unregulated supply plant or the pounds of skim milk classified as Class I milk and transferred or diverted during the month to such plant, whichever is less;

(3) Substract from the remaining pounds of skim milk in each class the pounds of skim milk in fluid milk products received in packaged form from other order plants, except that to be subtracted pursuant to subparagraph (5)(vi) of this paragraph, as follows:

(i) From Class II milk, the lesser of the pounds remaining or the quantity associated with such receipts and classified as Class II pursuant to § 1007.41(b)(6) plus 2 percent of the remainder of such receipts; and

(ii) From Class I milk, the remainder of such receipts;

* * * * *

(5) Subtract in the order specified below from the pounds of skim milk remaining in each class, in series beginning with Class II, the pounds of skim milk in each of the following:

(i) Other source milk in a form other than that of a fluid milk product;

(ii) Receipts of fluid milk products (except filled milk) for which appropriate health approval is not established, and receipts of fluid milk products from unidentified sources;

(iii) Receipts of fluid milk products from a producer-handler, as defined under this or any other Federal order;

(iv) Receipts of fluid milk products from an exempt distributing plant;

(v) Receipts of reconstituted skim milk in filled milk from unregulated supply plants; and

(vi) Receipts of reconstituted skim milk in filled milk from other order plants which are regulated under an order providing for individual-handler pooling to the extent that reconstituted skim milk is allocated to Class I at the transferor plant;

(6) Subtract, in the order specified below, from the pounds of skim milk remaining in Class II but not in excess of such quantity:

(i) Receipts of fluid milk products from unregulated supply plants, excluding a quantity equal to the pounds of skim milk subtracted pursuant to subparagraphs (2) and (5)(v) of this paragraph:

(*a*) For which the handler requests Class II utilization; or

(*b*) Which are in excess of the pounds of skim milk determined by subtracting from 125 percent of the pounds of skim milk remaining in Class I milk, the sum of the pounds of skim milk in producer milk, in receipts of fluid milk products from pool plants of other handlers, and in receipts of fluid milk products in bulk from other order plants that were not subtracted pursuant to subparagraph (5)(vi) of this paragraph; and

(ii) Receipts of fluid milk products in bulk from an other order plant that were not subtracted pursuant to subparagraph (5)(vi) of this paragraph, in excess of similar transfers to such plant, if Class II utilization was requested by the operator of such plant and the handler;

* * * * *

(9) Subtract from the pounds of skim milk remaining in each class, pro rata to such quantities, the pounds of skim milk in receipts of fluid milk products from unregulated supply plants, excluding a quantity equal to the pounds of skim milk subtracted pursuant to subparagraphs (2), (5)(v), and (6)(i) of this paragraph;

(10) Subtract from the pounds of skim milk remaining in each class, in the following order, the pounds of skim milk in receipts of fluid milk products in bulk from other order plants, in excess in each case of similar transfers to the same plant, that were not subtracted pursuant to subparagraphs (5)(vi) and (6)(ii) of this paragraph:

* * * * *

8. In § 1007.60 paragraphs (e) and (f) are revised to read as follows:

§ 1007.60 Computation of the net pool obligation of each handler.

* * * * *

(e) Add an amount equal to the difference between the Class I and Class II price values at the pool plant of the skim milk and butterfat subtracted from Class I pursuant to § 1007.45(a)(5) and the corresponding step of § 1007.45(b), except that for receipts of fluid milk products assigned to Class I pursuant to § 1007.45(a)(5)(v) and (vi) and the corresponding step of § 1007.45(b) the Class I price shall be adjusted to the location of the transferor plant, but, in no event shall such adjustment result in

a Class I price lower than the Class II price; and

(f) Add the value at the Class I price adjusted for location of the nearest nonpool plant(s), from which an equivalent volume was received, of the skim milk and butterfat subtracted from Class I pursuant to § 1007.45(a)(9) and the corresponding step of § 1007.45(b), but in no event shall such adjustment result in a Class I price lower than the Class II price.

9. In § 1007.62 subparagraph (1) of paragraph (a) and paragraph (b) are revised to read as follows:

§ 1007.62 Obligation of handler operating a partially regulated distributing plant.

* * * * *

(a) * * *

(1) The obligation that would have been computed pursuant to § 1007.60 at such plant shall be determined as though such plant were a pool plant. For purposes of such computation, receipts at such nonpool plant from a pool plant or an other order plant shall be assigned to the utilization at which classified at the pool plant or other order plant and transfers from such nonpool plant to a pool plant or an other order plant shall be classified as Class II milk if allocated to such class at the pool plant or other order plant and be valued at the uniform price of the respective order if so allocated to Class I milk, except that reconstituted skim milk in filled milk shall be valued at the Class II price. There shall be included in the obligation so computed a charge in the amount specified in § 1007.60(f) and a credit in the amount specified in § 1007.74(b)(2) with respect to receipts from an unregulated supply plant, except that the credit for receipts of reconstituted skim milk in filled milk shall be at the Class II price, unless an obligation with respect to such plant is computed as specified below in this subparagraph. If the operator of the partially regulated distributing plant so requests, and provides with his report pursuant to § 1007.30 a similar report for each nonpool plant which serves as a supply plant for such partially regulated distributing plant by shipments to such plant during the month equivalent to the requirements of § 1007.10(b), with agreement of the operator of such plant that the market administrator may examine the books and records of such plant for purposes of verification of such reports, there will be added the amount of the obligation computed at such nonpool supply plant in the same manner and subject to the same conditions as for the partially regulated distributing plant.

* * * * *

(b) An amount computed as follows:

(1) Determine the respective amounts of skim milk and butterfat disposed of as Class I milk in the marketing area on routes;

(2) Deduct (except that deducted under a similar provision of another order issued pursuant to the Act) the respective amounts of skim milk and butterfat received as Class I milk at the partially regulated distributing plant from pool plants and other order plants;

(3) Deduct from the remainder the quantity of reconstituted skim milk in fluid milk products disposed of as route disposition in the marketing area;

(4) Combine the amounts of skim milk and butterfat remaining into one total and determine the weighted average butterfat content; and

(5) From the value of such milk at the Class I price applicable at the location of the nonpool plant, subtract its value at the uniform price applicable at such location or at the Class II price, whichever is higher, and add for the quantity of reconstituted skim milk subtracted pursuant to subparagraph (3) of this paragraph its value computed at the Class I price applicable at the location of the nonpool plant less the value of such skim milk at the Class II price.

10. A new § 1007.63 is added to read as follows:

§ 1007.63 Obligation of handler operating an other order plant.

Each handler who operates an other order plant that is regulated under an order providing for individual-handler pooling shall pay to the market administrator for the producer-settlement fund, on or before the 25th day after the end of the month, an amount computed as follows:

(a) Determine the quantity of reconstituted skim milk in filled milk disposed of as route disposition in the marketing area which was allocated to Class I at such other order plant. If reconstituted skim milk in filled milk is disposed of from such plant as route disposition in marketing areas regulated by two or more market pool orders, the reconstituted skim milk assigned to Class I shall be prorated according to the route disposition in each marketing area; and

(b) Compute the value of the quantity of reconstituted skim milk assigned in paragraph (a) of this section to route disposition in this marketing area, at the Class I price under this part applicable at the location of the other order plant and subtract its value at the Class II price, but in no event shall such adjustment result in Class I price lower than the Class II price.

11. Section 1007.73 is revised to read as follows:

§ 1007.73 Producer-settlement fund.

The market administrator shall maintain a separate fund known as the "producer-settlement fund" into which he shall deposit all payments into such fund pursuant to §§ 1007.62, 1007.63, and 1007.74 and out of which he shall make all payments from such fund pursuant to § 1007.75: *Provided*, That the market administrator shall offset the payment due to a handler against payments due from such handler.

12. In § 1007.80, paragraphs (a) and (d) are revised to read as follows:

§ 1007.80 Termination of obligations.

* * * * *

(a) The obligation of any handler to pay money required to be paid under the terms of this part shall, except as provided in paragraphs (b) and (c) of this section, terminate 2 years after the last day of the month during which the market administrator receives the handler's utilization report on the skim milk and butterfat involved in such obligation, unless within such 2-year period, the market administrator notifies the handler in writing that such money is due and payable. Service of such notice shall be complete upon mailing to the handler's last known address, and it shall contain, but need not be limited to, the following information:

(1) The amount of the obligation;

(2) The month(s) during which the skim milk and butterfat, with respect to which the obligation exists, were received or handled; and

(3) If the obligation is payable to one or more producers or to an association of producers, the name of such producer(s) or association of producers, or if the obligation is payable to the market administrator, the account for which it is to be paid;

* * * * *

(d) Any obligation on the part of the market administrator to pay a handler any money which such handler claims to be due him under the terms of this part shall terminate 2 years after the end of the month during which the skim milk and butterfat involved in the claims were received if an underpayment is claimed, or 2 years after the end of the month during which the payment (including deduction or setoff by the market administrator) was made by the handler, if a refund on such payment is claimed, unless such handler, within the applicable period of time, files, pursuant to section 8c(15)(A) of the Act, a petition claiming such money.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Effective date: May 1, 1970.

Signed at Washington, D.C., on April 27, 1970.

RICHARD E. LYNG,
Assistant Secretary.

[F.R. Doc. 70-5298; Filed, Apr. 29, 1970; 8:50 a.m.]

[Milk Order 103; Docket No. AO-346-A6-R01]

PART 1103—MILK IN MISSISSIPPI MARKETING AREA

Order Amending Order

Findings and determinations. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of the said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) *Findings upon the basis of the hearing record.* Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), a public hearing was held upon certain proposed amendments to the tentative marketing agreement and to the order regulating the handling of milk in the Mississippi marketing area.

Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order as hereby amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(2) The parity prices of milk, as determined pursuant to section 2 of the Act, are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the said marketing area, and the minimum prices specified in the order as hereby amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest;

(3) The said order as hereby amended, regulates the handling of milk in the same manner as, and is applicable only to persons in the respective classes of industrial or commercial activity specified in, a marketing agreement upon which a hearing has been held;

(b) *Determinations.* It is hereby determined that:

(1) The refusal or failure of handlers (excluding cooperative associations specified in section 8c(9) of the Act) of more than 50 percent of the milk, which is marketed within the marketing area, to sign a proposed marketing agreement, tends to prevent the effectuation of the declared policy of the Act;

(2) The issuance of this order, amending the order, is the only practical means pursuant to the declared policy of the Act of advancing the interests of producers as defined in the order as hereby amended; and

(3) The issuance of the order amending the order is approved or favored by at least two-thirds of the producers who during the determined representative period were engaged in the production of milk for sale in the marketing area.

Order relative to handling. It is therefore ordered, that on and after the effective date hereof, the handling of milk in the Mississippi marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as amended, and as hereby further amended, as follows:

1. Section 1103.8 is revised to read as follows:

§ 1103.8 Plant.

"Plant" means the land and buildings together with their surroundings, facilities and equipment whether owned or operated by one or more persons, constituting a single operating unit or establishment at which milk or milk products (including filled milk) are received and/or processed or packaged: *Provided,* That a separate establishment or facility used only for the purpose of transferring bulk milk from one tank truck to another tank truck, or only as a distributing depot for fluid milk products in transit for route disposition shall not be a plant under this definition.

2. In § 1103.11, paragraphs (a) and (b) are revised to read as follows:

§ 1103.11 Pool plant.

* * * * *

(a) A distributing plant, other than that of a producer-handler or one described in § 1103.61, from which during the month route disposition of fluid milk products, except filled milk, is not less than 50 percent of its total receipts of Grade A milk and the volume so disposed of in the marketing area is at least 20 percent of the total route disposition of fluid milk products, except filled milk;

(b) A supply plant from which a volume of fluid milk products, except filled milk, not less than 50 percent of the Grade A milk received at such plant from dairy farmers is transferred during the month to a distributing plant(s) from which a volume of Class I milk, except filled milk, not less than 50 percent of its receipts of Grade A milk from dairy farmers and from other plants is disposed of as route disposition during the month and the volume so disposed of in the marketing area is at least 20 percent of its total Class I route disposition (not including filled milk): *Provided,* That any plant which was a pool plant pursuant to this paragraph in each of the months of September through January shall be a pool plant in each of the following months of February through August in which it does not meet the shipping requirements unless written request is filed with the market administrator prior to the beginning of any such month for nonpool status for the remaining months through August; and

* * * * *

3. Section 1103.12 is revised to read as follows:

§ 1103.12 Nonpool plant.

"Nonpool plant" means any milk or filled milk receiving, manufacturing or processing plant other than a pool plant. The following categories of nonpool plants are further defined as follows:

(a) "Other order plant" means a plant that is fully subject to the pricing and pooling provisions of another order issued pursuant to the Act.

(b) "Producer-handler plant" means a plant operated by a producer-handler as defined in any order (including this part) issued pursuant to the Act.

(c) "Partially regulated distributing plant" means a nonpool plant that is neither an other order plant nor a producer-handler plant, from which fluid milk products in consumer-type packages or dispenser units are disposed of as route disposition in the marketing area during the month.

(d) "Unregulated supply plant" means a nonpool plant from which fluid milk products are moved to a pool plant during the month, but which is neither an other order plant nor a producer-handler plant.

4. Section 1103.14 is revised to read as follows:

§ 1103.14 Producer-handler.

"Producer-handler" means any person who operates a dairy farm and a distributing plant at which no milk or other fluid milk products are received during the month except his own production and which has no receipts of nonfluid milk products which are used to reconstitute fluid milk products: *Provided,* That such person establishes that the maintenance, care and management of all resources necessary to produce the entire volume of fluid milk products handled and all facilities necessary for operations as a handler are each the personal enterprise and risk of such person.

5. Section 1103.18 is revised to read as follows:

§ 1103.18 Fluid milk product.

"Fluid milk product" means all the skim milk (including reconstituted skim milk and concentrated skim milk, other than bulk condensed) and butterfat in the form of milk, skim milk, buttermilk, flavored milk, flavored milk drinks, filled milk, eggnog, yogurt, cream (sweet or sour) and any mixture in fluid form of cream and skim milk or milk (except aerated cream, frozen storage cream, ice cream, ice cream mixes, frozen ice milk, ice milk mixes, frozen dessert and mixes, sterilized products contained in hermetically sealed cans, and any product which contains 6 percent or more nonmilk fat (or oil)): *Provided,* That when any such milk product is fortified with nonfat milk solids the amount of skim milk to be included within this definition shall be only that amount equal to the weight of skim milk in an equal volume of an unfortified product of the same nature and butterfat content.

6. A new § 1103.19a is added to read as follows:

§ 1103.19a Filled milk.

"Filled milk" means any combination of nonmilk fat (or oil) with skim milk (whether fresh, cultured, reconstituted or modified by the addition of nonfat milk solids), with or without milkfat, so that the product (including stabilizers, emulsifiers or flavoring) resembles milk or any other fluid milk product; and contains less than 6 percent of nonmilk fat (or oil).

7. In § 1103.30, subparagraph (2) of paragraph (a) and paragraph (b) are revised to read as follows:

§ 1103.30 Reports of receipts and utilization.

* * * * *

(a) * * *

(2) Utilization of all skim milk and butterfat required to be reported pursuant to this section including a statement of the route of disposition of fluid

milk products outside the marketing area and a statement showing separately in-area and outside area route disposition of filled milk;

* * * * *

(b) Each handler specified in § 1103.13 (b) who operates a partially regulated distributing plant shall report as required in paragraph (a) of this section, except that receipts of Grade A milk from dairy farmers shall be reported in lieu of those in producer milk; such report shall include a separate statement showing Class I disposition on routes in the marketing area of each of the following: skim milk and butterfat, respectively in fluid milk products and the quantity thereof which is reconstituted skim milk;

* * * * *

8. In § 1103.33, paragraphs (b) and (c) are revised to read as follows:

§ 1103.33 Records and facilities.

* * * * *

(b) The weights and tests for butterfat and other content of all milk and milk products (including filled milk) handled;

(c) The pounds of skim milk and butterfat contained in or represented by all milk and milk products (including filled milk) on hand at the beginning and end of each month; and

* * * * *

9. In § 1103.44, subparagraph (5) of paragraph (d) is revised to read as follows:

§ 1103.44 Transfers.

* * * * *

(d) * * *

(5) For purposes of this paragraph, if the transferee order provides for more than two classes of utilization, skim milk and butterfat allocated to a class consisting primarily of fluid milk products shall be classified as Class I, and skim milk and butterfat allocated to other classes shall be classified as Class II; and

* * * * *

10. In § 1103.46, subparagraphs (2), (2-a), (3), (4), (5), (6), (7), and the introductory text of subparagraph (8) preceding subdivision (i) of paragraph (a) are revised to read as follows:

§ 1103.46 Allocation of skim milk and butterfat classification.

* * * * *

(a) * * *

(2) Subtract from the remaining pounds of skim milk in each class the pounds of skim milk in fluid milk products received in packaged form from other order plants, except that to be subtracted pursuant to subparagraph (3) (v) of this paragraph, as follows:

(i) From Class II milk, the lesser of the pounds remaining or 2 percent of such receipts; and

(ii) From Class I milk, the remainder of such receipts;

(2-a) Subtract from the remaining pounds of skim milk in Class I milk, the pounds of skim milk in inventory of fluid milk products in packaged form on hand at the beginning of the month;

(3) Subtract in the order specified below from the pounds of skim milk remaining in each class, in series beginning with Class II, the pounds of skim milk in each of the following:

(i) Other source milk in a form other than that of a fluid milk product;

(ii) Receipts of fluid milk products (except filled milk) for which Grade A certification is not established, and receipts of fluid milk products from unidentified sources;

(iii) Receipts of fluid milk products from a producer-handler, as defined under this or any other Federal order;

(iv) Receipts of reconstituted skim milk in filled milk from unregulated supply plants; and

(v) Receipts of reconstituted skim milk in filled milk from other order plants which are regulated under an order providing for individual handler pooling, to the extent that reconstituted skim milk is allocated to Class I at the transferor plant;

(4) Subtract, in the order specified below, from the pounds of skim milk remaining in Class II:

(i) The pounds of skim milk in receipts of fluid milk products from unregulated supply plants, that were not subtracted pursuant to subparagraph (3) (iv) of this paragraph, for which the handler requests Class II utilization, but not in excess of the pounds of skim milk remaining in Class II;

(ii) The pounds of skim milk remaining in receipts of fluid milk products from unregulated supply plants, that were not subtracted pursuant to subparagraph (3) (iv) of this paragraph, which are in excess of the pounds of skim milk determined as follows:

(a) Multiply the pounds of skim milk remaining in Class I milk (exclusive of Class I transfers between pool plants of the same handler) at all pool plants of the handler by 1.25;

(b) Subtract from the result the sum of the pounds of skim milk at all such plants in producer milk, in receipts from other pool handlers and in receipts in bulk from other order plants, that were not subtracted pursuant to subparagraph (3) (v) of this paragraph; and

(c) (1) Multiply any resulting plus quantity by the percentage that receipts of skim milk in fluid milk products from unregulated supply plants remaining at this plant is of all such receipts remaining at all pool plants of such handler, after any deductions pursuant to subdivision (i) of this subparagraph.

(2) Should such computation result in a quantity to be subtracted from Class II which is in excess of the pounds of skim milk remaining in Class II, the pounds of skim milk in Class II shall be increased to the quantity to be subtracted and the pounds of skim milk in Class I shall be decreased a like amount. In such case the utilization of skim milk at other pool plant(s) of such handler shall be adjusted in the reverse direction by an identical amount in sequence beginning with the nearest other pool plant of such handler at which such adjustment can be made;

(iii) The pounds of skim milk in receipts of fluid milk products in bulk from an other order plant, that were not subtracted pursuant to subparagraph (3) (v) of this paragraph, in excess of similar transfers to such plant, but not in excess of the pounds of skim milk remaining in Class II milk, if Class II utilization was requested by the operator of such plant and the handler; and

(iv) The pounds of skim milk in receipts of milk by diversion from an other order plant for which Class II utilization was requested by the receiving handler and by the diverting handler under the other order, but not in excess of the pounds of skim milk remaining in Class II milk;

(5) Subtract from the pounds of skim milk remaining in each class, in series beginning with Class II, the pounds of skim milk in inventory of bulk fluid milk products on hand at the beginning of the month;

(6) Add to the remaining pounds of skim milk in Class II milk the pounds subtracted pursuant to subparagraph (1) of this paragraph;

(7) (i) Subtract from the pounds of skim milk remaining in each class, pro rata to the total pounds of skim milk remaining in each class in all pool plants of the receiving handler, the pounds of skim milk in receipts of fluid milk products from unregulated supply plants that were not subtracted pursuant to subparagraphs (3) (iv) or (4) (i) or (ii) of this paragraph;

(ii) Should such proration result in the amount to be substracted from any class exceeding the pounds of skim milk remaining in such class in the pool plant at which such skim milk was received, the pounds of skim milk in such class shall be increased to the amount to be subtracted and the pounds of skim milk in the other class shall be decreased a like amount. In such case the utilization of skim milk at other pool plant(s) of such handler shall be adjusted in the reverse direction by an identical amount in sequence beginning with the nearest other pool plant of such handler at which such adjustment can be made;

(8) Substract from the pounds of skim milk remaining in each class the pounds of skim milk in receipts of fluid milk products in bulk from an other order plant, in excess in each case of similar transfers to the same plant, that were not substracted pursuant to subparagraphs (3) (v) or (4) (iii) of this paragraph pursuant to the following procedure:

* * * * *

11. Section 1103.61 is revised to read as follows:

§ 1103.61 Plants subject to other Federal orders.

In the case of a handler in his capacity as the operator of a plant specified in paragraphs (a), (b), and (c) of this section the provisions of this part shall not apply except as specified in paragraphs (d) and (e):

(a) A plant meeting the requirements of § 1103.11(a) which also meets the pooling requirements of another Federal order, and from which the Secretary determines a greater quantity of Class I milk, except filled milk, is disposed of during the month as route dispositions in such other Federal order marketing area than is disposed of as route dispositions in this marketing area; except that if such plant was subject to all the provisions of this part in the immediately preceding month, it shall continue to be subject to all the provisions of this part until the third consecutive month in which a greater proportion of such Class I disposition is made in such other marketing area unless, notwithstanding the provisions of this paragraph, it is regulated under such other order;

(b) A plant meeting the requirements of § 1103.11(a) which also meets the pooling requirements of another Federal order on the basis of distribution in such other marketing area and from which, the Secretary determines a greater quantity of Class I milk, except filled milk, is disposed of during the month as route dispositions in this marketing area than is so disposed of in such other marketing area but which plant is nevertheless, fully regulated under such other Federal order; and

(c) A plant meeting the requirements of § 1103.11(b) which also meets the pooling requirements of another Federal order and from which greater qualifying shipments are made during the month to plants regulated under such other order than are made to plants regulated under this part except during the months of February through August if such plant retains automatic pooling status under this part.

(d) Each handler operating a plant described in paragraph (a), (b), or (c) of this section shall, with respect to total receipts and utilization or disposition of skim milk and butterfat at such plant, report to the market administrator at such time and in such manner as the market administrator may require (in lieu of reports pursuant to §§ 1103.30 and 1103.31) and allow verification of such reports by the market administrator.

(e) Each handler operating a plant specified in paragraph (a) or (b) of this section, if such plant is subject to the classification and pricing provisions of another order which provides for individual handler pooling, shall pay to the market administrator for the producer-settlement fund on or before the 25th day after the end of the month an amount computed as follows:

(1) Determine the quantity of reconstituted skim milk in filled milk disposed of on routes in the marketing area which was allocated to Class I at such other order plant. If reconstituted skim milk in filled milk is disposed of from such plant on routes in marketing areas regulated by two or more market pool orders, the reconstituted skim milk assigned to Class I shall be prorated according to such disposition in each area; and

(2) Compute the value of the quantity assigned in subparagraph (1) of this paragraph to Class I disposition in this area, at the Class I price under this part applicable at the location of the other order and subtract its value at the Class II price, but in no event shall such adjustment result in a Class I price lower than the Class II price.

12. In § 1103.62, paragraphs (a)(1)(i) and (b) are revised to read as follows:

§ 1103.62 Obligations of handler operating a partially regulated distributing plant.

* * * * *

(a) * * *

(1) (i) The obligation that would have been computed pursuant to § 1103.70 at such plant shall be determined as though such plant were a pool plant. For purposes of such computation, receipts at such nonpool plant from a pool plant or an other order plant shall be assigned to the utilization at which classified at the pool plant or other order plant and transfers from such nonpool plant to a pool plant or an other order plant shall be classified as Class II milk if allocated to such class at the pool plant or other order plant and be valued at the weighted average price of the respective order if so allocated to Class I milk, except that reconstituted skim milk in filled milk shall be valued at the Class II price. There shall be included in the obligation so computed a charge in the amount specified in § 1103.70(e) and a credit in the amount specified in § 1103.97(b)(2) with respect to receipts from an unregulated supply plant, except that the credit for receipts of reconstituted skim milk in filled milk shall be at the Class II price, unless an obligation with respect to such plant is computed as specified below in this subparagraph; and

* * * * *

(b) An amount computed as follows:

(1) Determine the respective amounts of skim milk and butterfat disposed of as Class I milk route dispositions in the marketing area;

(2) Deduct the respective amounts of skim milk and butterfat received as Class I milk at the partially regulated distributing plant from pool plants and other order plants except that deducted under a similar provision of another order issued pursuant to the Act;

(3) Deduct from the remainder the quantity of reconstituted skim milk in fluid milk products disposed of on routes in the marketing area;

(4) Combine the amounts of skim milk and butterfat remaining into one total and determine the weighted average butterfat content; and

(5) From the value of such milk at the Class I price applicable at the location of the nonpool plant, subtract its value at the weighted average price applicable at such location or the Class II price, whichever is higher and add for the quantity of reconstituted skim milk subtracted pursuant to subparagraph (3) of this paragraph its value computed at the Class I price applicable at the location of the nonpool plant less the value of such skim milk at the Class II price.

13. In § 1103.70, paragraphs (d) and (e) are revised to read as follows:

§ 1103.70 Computation of the net pool obligation of each pool handler.

* * * * *

(d) Add an amount equal to the difference between the value at the Class I price applicable at the pool plant and the value at the Class II price, with respect to skim milk and butterfat in other source milk subtracted from Class I pursuant to § 1103.46(a)(3) and the corresponding step of § 1103.46(b), except that for receipts of fluid milk products assigned to Class I pursuant to § 1103.46(a)(3)(iv) and (v) and the corresponding steps of § 1103.46(b) the Class I price shall be adjusted to the location of the transferor plant, but in no event shall such adjustment result in a Class I price lower than the Class II price; and

(e) Add an amount equal to the value at the Class I price, adjusted for location of the nearest nonpool plant(s) from which an equivalent volume was received, with respect to skim milk and butterfat subtracted from Class I pursuant to § 1103.46(a)(7) and the corresponding step of § 1103.46(b), but in no event shall such adjustment result in a Class I price lower than the Class II price.

14. Section 1103.96 is revised to read as follows:

§ 1103.96 Producer-settlement fund.

The market administrator shall establish and maintain a separate fund known as the "producer-settlement fund" into which he shall deposit all applicable payments made by handlers pursuant to §§ 1103.61, 1103.62, 1103.93(a), and 1103.97, and out of which he shall make all applicable payments pursuant to §§ 1103.93(b) and 1103.98: *Provided,* That any payments due to any handler shall be offset by any payments due from such handler.

15. In § 1103.100, paragraphs (a) and (d) are revised to read as follows:

§ 1103.100 Termination of obligations.

* * * * *

(a) The obligation of any handler to pay money required to be paid under the terms of this part shall, except as provided in paragraphs (b) and (c) of this section, terminate 2 years after the last day of the calendar month during which the market administrator receives the handler's utilization report on the skim milk and butterfat involved in such obligation unless within such 2-year period the market administrator notifies the handler in writing that such money is due and payable. Service of such notice shall be complete upon mailing to the handler's last known address, and it shall contain but need not be limited to, the following information:

(1) The amount of the obligation;

(2) The month(s) during which the skim milk and butterfat, with respect to which the obligation exists, were received or handled; and

(3) If the obligation is payable to one or more producers or to an association of producers, the name of such producer(s) or association of such producers, or if the obligation is payable to the market

administrator, the account for which it is to be paid.

* * * * *

(d) Any obligation on the part of the market administrator to pay a handler any money which such handler claims to be due him under the terms of this part shall terminate 2 years after the end of the calendar month during which the skim milk and butterfat involved in the claim were received if an under payment is claimed, or 2 years after the end of the calendar month during which the payment (including deduction or set-off by the market administrator) was made by the handler if a refund on such payment is claimed, unless such handler, within the applicable period of time files, pursuant to section 8c(15)(A) of the Act, a petition claiming such money.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Effective date: June 1, 1970.

Signed at Washington, D.C., on April 27, 1970.

RICHARD E. LYNG,
Assistant Secretary.

[F.R. Doc. 70-5297; Filed, Apr. 29, 1970; 8:50 a.m.]

Title 9—ANIMALS AND ANIMAL PRODUCTS

Chapter I—Agricultural Research Service, Department of Agriculture

SUBCHAPTER C—INTERSTATE TRANSPORTATION OF ANIMALS AND POULTRY

PART 76—HOG CHOLERA AND OTHER COMMUNICABLE SWINE DISEASES

Areas Quarantined

Pursuant to provisions of the Act of May 29, 1884, as amended, the Act of February 2, 1903, as amended, the Act of March 3, 1905, as amended, the Act of September 6, 1961, and the Act of July 2, 1962 (21 U.S.C. 111–113, 114g, 115, 117, 120, 121, 123–126, 134b, 134f), Part 76, Title 9, Code of Federal Regulations, restricting the interstate movement of swine and certain products because of hog cholera and other communicable swine diseases, is hereby amended in the following respects:

In § 76.2, in paragraph (e)(20) relating to the State of Virginia, subdivision (vi) relating to Southampton County is deleted, and a new subdivision (xii) relating to Page County is added to read:

(20) *Virginia.* * * *

(xii) That portion of Page County bounded by a line beginning at the junction of U.S. Highway 340 and Secondary Highway 650; thence, following Secondary Highway 650 in a generally southeasterly direction to the western boundary of the Shenandoah National Park; thence, following the west boundary of the Shenandoah National Park in a southerly direction to Secondary Highway 604; thence, following Secondary Highway 604 in a southwesterly direction to the Page-Rockingham County line; thence, following the Page-Rockingham County line in a northwesterly direction to the South Fork Shenandoah River; thence, following the east bank of the South Fork Shenandoah River in a generally northerly direction to U.S. Highway 340; thence, following U.S. Highway 340 in a southerly direction to its junction with Secondary Highway 650.

(Secs. 4–7, 23 Stat. 32, as amended, secs. 1, 2, 32 Stat. 791–792, as amended, secs. 1–4, 33 Stat. 1264, 1265, as amended, sec. 1, 75 Stat. 481, secs. 3 and 11, 76 Stat. 130, 132; 21 U.S.C. 111, 112, 113, 114g, 115, 117, 120, 121, 123–126, 134b, 134f; 29 F.R. 16210, as amended)

Effective date. The foregoing amendments shall become effective upon issuance.

The amendments quarantine a portion of Page County in Virginia because of the existence of hog cholera. This action is deemed necessary to prevent further spread of the disease. The restrictions pertaining to the interstate movement of swine and swine products from or through quarantined areas as contained in 9 CFR Part 76, as amended, will apply to such county.

The amendments also exclude a portion of Southampton County in Virginia from the areas heretofore quarantined because of hog cholera. Therefore, the restrictions pertaining to the interstate movement of swine and swine products from or through quarantined areas as contained in 9 CFR Part 76, as amended, will not apply to the excluded area, but will continue to apply to the quarantined areas described in § 76.2. Further, the restrictions pertaining to the interstate movement from nonquarantined areas contained in said Part 76 will apply to the area excluded from quarantine.

Insofar as the amendments impose certain further restrictions necessary to prevent the interstate spread of hog cholera they must be made effective immediately to accomplish their purpose in the public interest. Insofar as they relieve restrictions, they should be made effective promptly in order to be of maximum benefit to affected persons.

Accordingly, under the administrative procedure provisions in 5 U.S.C. 553, it is found upon good cause that notice and other public procedure with respect to the amendments are impracticable, unnecessary, and contrary to the public interest, and good cause is found for making them effective less than 30 days after publication in the FEDERAL REGISTER.

Done at Washington, D.C., this 24th day of April 1970.

GEORGE W. IRVING, JR.,
Administrator,
Agricultural Research Service.

[F.R. Doc. 70-5235; Filed, Apr. 29, 1970; 8:45 a.m.]

Chapter III—Consumer and Marketing Service, (Meat Inspection), Department of Agriculture

FEES RELATING TO MEAT INSPECTION

Pursuant to the statutory authorities cited below, the fees relating to inspection are hereby amended to reflect increases in Federal employees salaries authorized by the Federal Employees Salary Act of 1970 (Public Law 91–231), and Executive Order 11524.

SUBCHAPTER A—MEAT INSPECTION REGULATIONS

PART 307—FACILITIES FOR INSPECTION

Section 307.4 is amended to read as follows:

§ 307.4 Overtime work of meat inspection employees.

The management of an official establishment, an importer, or an exporter desiring to work under conditions which will require the services of an employee of the Program on any other day, shall, sufficiently in advance of the period of overtime, request the inspector in charge or his assistant to furnish inspection service during such overtime period, and shall pay the Administrator therefor $8.40 per hour to reimburse the Service for the cost of the inspection services so furnished. It will be administratively determined from time to time which days constitute holidays.

(34 Stat. 1264, Sec. 306, 46 Stat. 689; 19 U.S.C. 1306, 21 U.S.C. 89)

PART 340—SPECIAL SERVICES RELATING TO MEAT AND OTHER PRODUCTS

Section 340.7(c) is amended to read as follows:

§ 340.7 Fees and charges.

* * * * *

(c) The fees to be charged and collected for service under the regulations in this part shall be at the rate of $7.80 per hour for base time, $8.40 per hour for overtime including Saturdays, Sundays, and holidays, and $9.20 per hour for laboratory service, to cover the costs of the service and shall be charged for the time required to render such service, including but not limited to the time required for the travel of the inspector or inspectors in connection therewith during the regularly scheduled administrative work week.

* * * * *

(Sec. 205, 60 Stat. 1090, as amended; 7 U.S.C. 1624)

SUBCHAPTER B—VOLUNTARY INSPECTION AND CERTIFICATION SERVICE

PART 355—CERTIFIED PRODUCTS FOR DOGS, CATS, AND OTHER CARNIVORA; INSPECTION, CERTIFICATION, AND IDENTIFICATION AS TO CLASS, QUALITY, QUANTITY, AND CONDITION

Subchapter B, § 355.12 is amended to read as follows:

§ 355.12 Charge for service.

The fees to be charged and collected by the Administrator shall be $7.80 per hour for base time, $8.40 per hour for overtime

including Saturdays, Sundays, and holidays, and $9.20 per hour for laboratory service to reimburse the Service for the cost of the inspection services so furnished.

(Sec. 205, 60 Stat. 1090, as amended; 7 U.S.C. 1624)

It has been determined that in order to cover these increased costs of the service, the hourly fee charges in connection with the performance of the services must be increased as soon as practicable as provided for herein. The need for the increase and the amount thereof are dependent upon facts within the knowledge of the Consumer and Marketing Service. Therefore, under 5 U.S.C. 553, it is found that notices and other public procedure with respect to this amendment are impracticable and unnecessary and good cause is found for making the amendment effective less than 30 days after its publication in the FEDERAL REGISTER.

This amendment shall become effective May 1, 1970, with respect to all Federal meat inspection services rendered on and after that date.

Done at Washington, D.C., on April 28, 1970.

G. R. GRANGE,
Acting Administrator.

[F.R. Doc. 70-5323; Filed, Apr. 29, 1970; 8:51 a.m.]

PART 318—REINSPECTION AND PREPARATION OF PRODUCTS

Termination of Approval of Certain Cyclamates

Pursuant to the authority conferred by section 21 of the Federal Meat Inspection Act (21 U.S.C., Supp. IV, sec. 621), § 318.7 (b)(4) of the Meat Inspection Regulations (9 CFR 318.7(b)(4)) is amended by changing the portion of the chart therein dealing with the Class of Substance, "Artificial sweeteners," by deleting the words "Sodium cyclamate" and "Calcium cyclamate," and all information relating thereto.

Statement of considerations. The Federal Food and Drug Administration recently removed artificial sweeteners, including sodium cyclamate and calcium cyclamate, from the list of substances recognized as safe for use in foods (34 F.R. 17063) and thereby classified foods containing such artificial sweeteners as adulterated under the Federal Food, Drug, and Cosmetic Act in the absence of an exemption or regulation under the Act permitting a specific use thereof. No such exemption or regulation is now in effect under the Federal Food, Drug, and Cosmetic Act for use of such substances in ham or bacon and such substances are now deemed to be unsafe for purposes of that Act for use in such meat food products.

In accordance with the action taken by the Federal Food and Drug Administration referred to above, ham or bacon containing calcium cyclamate or sodium cyclamate are classed by this Department as adulterated under paragraphs 1(m)(1), and 1(m)(2) (A) and (C) of the Federal Meat Inspection Act. Accordingly, the use of calcium cyclamate and sodium cyclamate is prohibited at establishments operating under the Federal Meat Inspection Act.

This amendment should be made effective promptly in order to protect the public health and coordinate requirements under the Federal Meat Inspection Act with those under the Federal Food, Drug, and Cosmetic Act. Therefore, it is found upon good cause, under the administrative procedure provisions in 5 U.S.C. 553, that notice and other public procedure with respect to this document are impracticable, unnecessary, and contrary to the public interest, and good cause is found for making this amendment effective less than 30 days after publication in the FEDERAL REGISTER.

This amendment shall become effective upon publication in the FEDERAL REGISTER.

Done at Washington, D.C., on April 21, 1970.

RICHARD E. LYNG,
Assistant Secretary.

[F.R. Doc. 70-5238; Filed, Apr. 29, 1970; 8:45 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Administration, Department of Transportation

[Airworthiness Docket No. 70-WE-5-AD; Amdt. 39-982]

PART 39—AIRWORTHINESS DIRECTIVES

McDonnell Douglas Model DC-9 Series

A proposal to amend Part 39 of the Federal Aviation Regulations to include an airworthiness directive requiring a protective guard over the fire-x-fuel shutoff valve return idler pulley bracket on the McDonnell Douglas Model DC-9 series airplanes was published in the FEDERAL REGISTER, Vol. 35, No. 31, on Friday, February 13, 1970.

Interested persons have been afforded an opportunity to participate in the making of the amendment. One objection was received which stated that an AD could not be justified based on two incidents when compared to the total accumulated hours of service on the DC-9. However, another comment agreed with the proposed AD but wanted to make it effective as soon as possible. Subsequent to the initiation of the NPRM one additional incident of tire tread separation occurred and a fourth incident, which had occurred prior to the publication of the notice of proposed rule making, was made known to the FAA. Both of these resulted in damage to the same area and resulted in airplanes returning to the field of departure with engines shutdown. These incidents further confirmed the need for protection of the fuel valve cables and pulley bracket. The letter of objection also requested that the compliance time be extended from 800 hours to 1,500 hours. The agency has been advised that the required parts can be provided within the time allowed for compliance. As the safe operation of these airplanes is compromised by these occurrences, extension of the compliance time is considered unacceptable in the public interest from the original notice of proposed rule making.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (31 F.R. 13697), § 39.13 of Part 39 of the Federal Aviation Regulations is amended by adding the following new Airworthiness Directive:

MCDONNELL DOUGLAS. Applies to Douglas DC-9 series airplanes certificated in all categories as listed in Douglas Aircraft Company Service Bulletin No. 28-16, Revision 1, dated January 9, 1970, or later FAA approved revision.

Compliance required within the next 800 hours time in service after the effective date of this AD, unless already accomplished.

To prevent a possible fuel interruption due to tire tread separation striking the fire-x-fuel shutoff valve cable system, accomplish the following:

Install a protective guard over the fire-x-fuel shutoff valve return idler pulley bracket located in the main landing gear wheel wells in accordance with the instructions of Douglas Aircraft Co. Service Bulletin No. 28-16, Revision 1, dated January 9, 1970, or later FAA approved revision or an equivalent installation approved by the Chief, Aircraft Engineering Division, FAA Western Region.

This amendment becomes effective June 2, 1970.

(Secs. 313(a), 601, 603, Federal Aviation Act of 1958, 49 U.S.C. 1354(a), 1421, 1423, sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Los Angeles, Calif., on April 21, 1970.

NED K. ZARTMAN,
Acting Director,
FAA Western Region.

[F.R. Doc. 70-5275; Filed, Apr. 29, 1970; 8:49 a.m.]

[Docket No. 70-SO-36; Amdt. 39-978]

PART 39—AIRWORTHINESS DIRECTIVES

Sikorsky Models HRS-1/CH-19, HRS-3/H-19B, H-19D, H-19G

There has been a failure of the main rotor shaft due to a fatigue crack originating from a surface defect on a Coast Guard Sikorsky Model HH-52A (S-62A) helicopter that could result in loss of the main rotor. Since this condition is likely to exist or develop in other helicopters of the same type design, an airworthiness directive is being issued to require a one time inspection of the main rotor shaft and repair/or replace as necessary on the Sikorsky models HRS-1/CH-19, HRS-3/H-19B, H-19D and H-19G helicopters.

Since a situation exists that requires immediate adoption of this regulation, it is found that notice and public procedure hereon are impracticable and good cause exists for making this amendment effective in less than 30 days.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (31 F.R. 13697), § 39.13 of Part 39 of the Federal Aviation Regulations is amended by adding the following new airworthiness directive:

SIKORSKY. Applies to Orlando Helicopters Airways, Inc. Models HRS-1/CH-19, HRS-3/H-19B, H-19D, H-19G helicopters certificated in all categories.

Compliance required within the next 15 hours' time in service after the effective date of this airworthiness directive, unless already accomplished.

To prevent failure of the main rotor shaft due to fatigue cracks originating from surface defects, accomplish the following:

(a) Inspect main rotor shaft P/N S14-35-4308-1, -2, -3, or -4 for cracks and surface defects in accordance with Sikorsky Service Bulletin No. 55B35-3 dated April 3, 1970, or later FAA approved revision or an equivalent inspection procedure approved by the Chief, Engineering and Manufacturing Branch, FAA Southern Region.

(b) Main rotor shafts exhibiting crack indications, or unsalvageable surface defects, shall be retired from service prior to further flight and replaced with a shaft which has been inspected in accordance with paragraph (a).

(c) Main rotor shafts found with salvageable surface defects may be reworked in accordance with Sikorsky Service Bulletin No. 55B35-3 dated April 3, 1970, or later FAA approved revision, or an equivalent rework procedure approved by the Chief, Engineering and Manufacturing Branch, FAA Southern Region. Should the extent of rework necessitate removal of the shaft from the main gear box, then the replacement shaft must be inspected in accordance with paragraph (a).

(d) Upon request of the operator, an FAA maintenance inspector, subject to prior approval of the Chief, Engineering and Manufacturing Branch, FAA Southern Region may adjust the compliance time specified in this airworthiness directive if the request contains substantiating data to justify the increase for that operator.

This amendment becomes effective April 30, 1970.

(Secs. 313(a), 601, 603, Federal Aviation Act of 1958, 49 U.S.C. 1354(a), 1421, 1423, sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in East Point, Ga., on April 17, 1970.

JAMES G. ROGERS,
Director, Southern Region.

[F.R. Doc. 70-5274; Filed, Apr. 29, 1970; 8:49 a.m.]

[Docket No. 70-EA-18; Amdt. 39-981]

PART 39—AIRWORTHINESS DIRECTIVES

Sikorsky Aircraft

The Federal Aviation Administration is amending § 39.13 of Part 39 of the Federal Aviation Regulations so as to amend AD 66-22-5 applicable to Sikorsky type S-61 helicopters.

The manufacturer has designed and is producing improved main rotor blades for S-61 type helicopters. Although the modified blades are of improved design their main spar structure remains the same. Therefore, these new blades are required to have the same service life restrictions and inspections as the blades that are the subject of AD 66-22-5 and, therefore, require revision of the AD to include the new blades.

Since this amendment is corrective in nature and contains the same justification for expeditious adoption as the original AD, notice and public procedure hereon are impractical and the amendment may be effective in less than 30 days.

In consideration of the foregoing and pursuant to the authority delegated to me by the Administrator, 14 CFR 11.85 (31 F.R. 13697), § 39.13 of Part 39 of the Federal Aviation Regulations is amended by amending AD 66-22-5 as follows:

1. In paragraph (a) and (b) insert the figures and words "and S6115-20601 Series" after the word "series" wherever it appears.

2. Amend paragraph (d) to read as follows:

(d) The service life limits specified in paragraphs (a) and (b) above may be extended to 7,000 hours' total time in service for S6115-20501-3 and S6115-20501-5 main rotor blades; for S6115-20501-2 and S6115-20501-4 main rotor blades altered to S6115-20501-3 and S6115-20501-5 respectively; and for S6115-20501-6 and S6115-20601 Series main rotor blades provided the blades have been altered, inspected, and maintained in accordance with Sikorsky Service Bulletin No. 61B15-6 as amended, excluding Section II.

This amendment is effective May 14, 1970.

(Secs. 313(a), 601, 603, Federal Aviation Act of 1958, 49 U.S.C. 1454(a), 1421, 1423, sec. 6(c), DOT Act, 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on April 20, 1970.

WAYNE HENDERSHOT,
Acting Director, Eastern Region.

[F.R. Doc. 70-5280; Filed, Apr. 29, 1970; 8:49 a.m.]

[Airspace Docket No. 70-SO-13]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Control Zone and Transition Area

On March 7, 1970, a notice of proposed rule making was published in the FEDERAL REGISTER (35 F.R. 4265), stating that the Federal Aviation Administration was considering an amendment to Part 71 of the Federal Aviation Regulations that would alter the Dothan, Ala., control zone and transition area.

Interested persons were afforded an opportunity to participate in the rule making through the submission of comments. All comments received were favorable.

Subsequent to publication of the notice, the AL-123 VOR-1 instrument approach procedure was revised by lowering the altitude on the final approach over Dothan VORTAC from 1,400 to 1,200 feet MSL. This revision necessitated withdrawal of the proposed transition area extension predicated on the Dothan VORTAC 156° radial and increased the present control zone extension predicated on the 156° radial from 4 to 6 miles in width and 8 to 8.5 miles in length. Since this increase is required to comply with the Terminal Instrument Procedures (TERPs) which, after extensive consideration and discussion with Government agencies concerned and affected industry groups, are now being applied, supplementary notice and public procedure hereon are unnecessary and action is taken herein to alter the control zone and transition area descriptions accordingly.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0901 G.m.t., June 25, 1970, as hereinafter set forth.

In § 71.171 (35 F.R. 2054), the Dothan, Ala., control zone is amended to read:

DOTHAN, ALA.

Within a 5-mile radius of Dothan Airport (Lat. 31°19'10" N., Long. 85°27'30" W.); within 3 miles each side of Dothan VORTAC 156° radial, extending from the 5-mile radius zone to 8.5 miles southeast of the VORTAC.

In § 71.181 (35 F.R. 2134), the Dothan, Ala., transition area is amended to read:

DOTHAN, ALA.

That airspace extending upward from 700 feet above the surface within an 8.5-mile radius of Dothan Airport (Lat. 31°19'10" N., Long. 85°27'30" W.); excluding the airspace within a 1.5-mile radius of Headland Municipal Airport (Lat. 31°21'45" N., Long. 85°18'30" W.), the portion that coincides with the Fort Rucker, Ala., transition area, and the airspace within 1.5 miles each side of Dothan VORTAC 350° radial.

(Sec. 307(a), Federal Aviation Act of 1958, 49 U.S.C. 1348(a), sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in East Point, Ga., on April 22, 1970.

GORDON A. WILLIAMS, Jr.,
Acting Director, Southern Region.

[F.R. Doc. 70-5276; Filed, Apr. 29, 1970; 8:49 a.m.]

[Airspace Docket No. 70-WE-28]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Control Zone

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to alter the description of the Trinidad, Colo., control zone.

Recently updated surveyed data indicates that the Airport Reference Point in the description of the Trinidad, Colo., control zone is incorrect. Action is taken herein to reflect this change.

Since this change is minor in nature and imposes no additional burden on any person, notice and public procedure hereon are unnecessary.

In consideration of the foregoing in § 71.171 (35 F.R. 2054) the description of the Trinidad, Colo., control zone is amended to read as follows:

TRINIDAD, COLORADO

Within a 5-mile radius of Los Animas County Airport (latitude 37°15'35" N., longitude 104°20'21" W.) and within 2 miles each side of the 352° bearing from the Trinidad, Colo., RBN extending from the 5-mile radius zone to 8 miles north of the RBN.

Effective date. This amendment shall be effective 0901 G.m.t., May 28, 1970.

(Sec. 307(a), Federal Aviation Act of 1958 as amended, 49 U.S.C. 1348(a), sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in Los Angeles, Calif., on April 20, 1970.

NED K. ZARTMAN,
Acting Director, Western Region.

[F.R. Doc. 70-5277; Filed, Apr. 29, 1970; 8:49 a.m.]

[Airspace Docket No. 70-SO-35]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to alter the Lawrenceville, Ga., transition area.

The Lawrenceville transition area is described in § 71.181 (35 F.R. 2134). In the description, an extension is predicated on the Norcross VORTAC 077° radial and has a designated width of 4 miles and extends to the VORTAC.

United States Standards for Terminal Instrument Procedures (TERPs), issued after extensive consideration and discussion with Government agencies concerned and affected industry groups, are now being applied to update the criteria for airspace approach procedures. The criteria for the designation of controlled airspace protection for these procedures was revised to conform to TERPs and achieve increased and efficient utilization of airspace. Additionally, the final approach fix for AL-5385 VOR RWY 7 instrument approach procedure has been changed from the Norcross VORTAC to the Agnes Intersection.

Because of this revised criteria and the change in the instrument approach procedure, it is necessary to alter the description by decreasing the width of the extension from 4 to 3 miles and the length by 3 miles. Since this amendment lessens the burden on the public, notice and public procedure hereon are unnecessary and action is taken herein to alter the description accordingly.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0901 G.m.t., May 21, 1970, as hereinafter set forth.

In § 71.181 (35 F.R. 2134), the Lawrenceville, Ga., transition area is amended as follows: "* * * within 2 miles each side of the Norcross VORTAC 077° radial, extending from the 6-mile radius area to the VORTAC * * *." is deleted and "* * * within 1.5 miles each side of Norcross VORTAC 077° radial, extending from the 6-mile radius area to 3 miles east of the VORTAC * * *." is substituted therefor.

(Sec. 307(a), Federal Aviation Act of 1958, 49 U.S.C. 1348(a), sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in East Point, Ga., on April 21, 1970.

JAMES G. ROGERS,
Director, Southern Region.

[F.R. Doc. 70-5278; Filed, Apr. 29, 1970; 8:49 a.m.]

[Airspace Docket No. 69-SO-166]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Designation of Control Zone and Transition Area

On January 21, 1970, a notice of proposed rule making was published in the FEDERAL REGISTER (35 F.R. 813), stating that the Federal Aviation Administration was considering an amendment to Part 71 of the Federal Aviation Regulations that would designate the Titusville, Fla., control zone and transition area.

Interested persons were afforded an opportunity to participate in the rule making through the submission of comments. All comments received were favorable except those submitted by the Department of the Air Force.

The Air Force objected on the basis that the portion within R-2902A of the proposed control zone could result in inadvertent trespass of aircraft in the restricted area and adversely affect sensitive equipment and military activity located in R-2902A. Current operating procedures preclude air traffic from operating below 3,000 feet within R-2902A.

A review of the proposal, in the light of comments received, disclosed that designation of controlled airspace within R-2902A and R-2902B would serve no useful purpose; therefore, the portion of the proposed control zone and transition area that overlaps R-2902A and R-2902B is hereby withdrawn. Since these amendments lessen the burden on the public, notice and public procedure hereon are unnecessary and action is taken herein to alter the control zone and transition area descriptions accordingly.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0901 G.m.t., June 25, 1970, as hereinafter set forth.

In § 71.171 (35 F.R. 2054), the following control zone is added:

TITUSVILLE, FLA.

Within a 5-mile radius of TI-CO Airport (Lat. 28°30'42" N., Long. 80°48'00" W.); excluding the portion within R-2902A. This control zone is effective during the specific dates and times established in advance by a notice to airmen. The effective date and time will thereafter be continuously published in the Airman's Information Manual.

In § 71.181 (35 F.R. 2134), the following transition area is added:

TITUSVILLE, FLA.

That airspace extending upward from 700 feet above the surface within an 8.5-mile radius of TI-CO Airport (Lat. 28°30'42" N., Long. 80°48'00" W.); excluding the portion within R-2902A and R-2902B.

(Sec. 307(a), Federal Aviation Act of 1958, 49 U.S.C. 1348(a), sec. 6(c), Department of Transportation Act, 49 U.S.C. 1655(c))

Issued in East Point, Ga., on April 21, 1970.

JAMES G. ROGERS,
Director, Southern Region.

[F.R. Doc. 70-5279; Filed, Apr. 29, 1970; 8:49 a.m.]

Title 46—SHIPPING

Chapter I—Coast Guard, Department of Transportation

[CGFR 69-116]

MISCELLANEOUS AMENDMENTS TO CHAPTER

The purpose of this document is to effect miscellaneous amendments to Subchapters B—Merchant Marine Officers and Seamen, H—Passenger Vessels, I—Cargo and Miscellaneous Vessels, J—Electrical Engineering, K—Marine Investigations and Suspension and Revocation Proceedings, P—Manning of Vessels, R—Nautical Schools, T—Small Passenger Vessels, and U—Oceanographic Vessels. All of the amendments made by this document are interpretative rules, general statements of policy or rules of Coast Guard organization, procedure, or practice. Therefore, it is unnecessary to comply with the Administrative Procedure Act concerning public notice of rule making and public procedures thereon.

The minor changes effected by this document are self-explanatory. There are a few others, however, which warrant some comment.

In order to establish eligibility for a license as a merchant marine officer, an applicant must present satisfactory evidence that he is a citizen of the United States. Acceptable evidence of citizenship is described in 46 CFR 10.02-5(c). This document amends the foregoing section by providing an additional means of proving citizenship, namely the presentation of a validated merchant mariner's document indicating that the holder is a citizen of the United States.

Sections 11.10-1 and 11.10-50 are amended to specify the time period within which an applicant for a license as temporary third mate or temporary third assistant engineer must have completed his required experience. In effect, this amendment constitutes a relaxation in the recency of service requirement because of the current shortage of officers in the merchant marine.

Section 12.02-4 is amended to reflect the discretion given the Commandant of the Coast Guard by the Act of July 15, 1954 (Sec. 1 and 2, 68 Stat. 484; 46 U.S.C.

239a and 239b), with respect to issuance of merchant mariner's documents to a person convicted of a violation of a narcotic drug law.

Section 157.20-30 presently states that a licensed master is required for a sailing vessel of over 700 gross tons. The provisions of R.S. 4438, as amended (46 U.S.C. 224), however, have been interpreted as requiring a master only if the sailing vessel of over 700 gross tons is carrying passengers for hire. Section 157.20-30, therefore, is accordingly amended.

The regulations contained in Subpart 175.01 of Subchapter T indicate that "L" vessels are not inspected under the authority of the Act of May 10, 1956 (70 Stat. 151-154; 46 U.S.C. 390-390g). Since sailing vessels and barges of less than 100 gross tons and over 65 feet in length are considered "L" vessels and are inspected under that authority when carrying more than 6 passengers, Subpart 175.01 is amended to remedy this inaccuracy. Also, Subpart 175.05 is amended to state clearly that Subchapter T applies to all vessels of less than 100 gross tons, to include a provision applicable to foreign "L" vessels, and to clarify the definition of "S" and "L" vessels.

SUBCHAPTER B—MERCHANT MARINE OFFICERS AND SEAMEN

PART 10—LICENSING OF OFFICERS AND MOTORBOAT OPERATORS AND REGISTRATION OF STAFF OFFICERS

Subpart 10.02—General Requirements for All Deck and Engineer Officers' Licenses

§ 10.02-5 [Amended]

1. Section 10.02-5(c) is amended by changing in line 12 "six (6)" to "seven (7)" and by adding in paragraph (c)(7), lines 2 and 10, the word, "nonvalidated" to precede the word, "merchant".

2. Section 10.02-5(c) is further amended by redesignating subparagraphs (7), (8), (9), and (10) as subparagraphs (8), (9), (10), and (11) respectively and by adding a new subparagraph (7) to read as follows:

(7) A merchant mariner's document issued by the Coast Guard which is validated for emergency service and shows that the holder is a citizen of the United States.

3. Section 10.02-9(e)(2) is revised to read as follows:

§ 10.02-9 Requirements for renewal of license.

* * * * *

(e) * * *

(2) Every Officer in Charge, Marine Inspection, before renewing an existing license to a master, mate, or pilot who has not served under the authority of his license within the 3 years next preceding the date of application for renewal, or has not been employed in a position closely related to the operation of vessels during the same 3-year period, shall satisfy himself that such licensed officer is thoroughly familiar with the Rules of the Road applicable to the waters for which he is licensed. A written examination may be required for this purpose, or the applicant may be given an oral examination, a summary of which shall be placed in the officer's license file. In the event a candidate fails the examination, the Officer in Charge, Marine Inspection, may reexamine him immediately or impose a reasonable period of delay to allow the applicant sufficient time to review the Rules of the Road.

* * * * *

Subpart 10.05—Professional Requirements for Deck Officers' Licenses (Inspected Vessels)

4. Subdivisions (i) and (iii) of § 10.05-46(d)(1) are revised to read as follows:

§ 10.05-46 Radar observer.

* * * * *

(d) * * *

(1) * * *

(i) Maritime Administration Radar Observer School, % Atlantic Coast Director, Federal Building, 26 Federal Plaza, 37th Floor, New York, N.Y. 10007. Physical location: Seaman's Church Institute, 15 State Street, New York, N.Y. 10004. First class held: November 18, 1957.

* * * * *

(iii) Maritime Administration Radar Observer School, % Gulf Coast Director, Room 14040, New Federal Building, 701 Loyola Avenue, New Orleans, La. 70150. First class held: July 14, 1958.

* * * * *

Subpart 10.25—Registration of Staff Officers

§ 10.25-7 [Amended]

5. Section 10.25-7(l) is amended by changing in line 7, "CG-719-E" to "CG-4363".

(R.S. 4405, as amended, R.S. 4462, as amended, sec. 7, 53 Stat. 1147, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 247, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

PART 11—LICENSES IN TEMPORARY GRADES OR SPECIAL ENDORSEMENTS ON LICENSES TO PERMIT TEMPORARY SERVICE

Subpart 11.10—Licenses in Temporary Grades

6. Section 11.10-1 is amended by adding a new paragraph (d) to read as follows:

§ 11.10-1 Temporary third mate.

* * * * *

(d) No original license shall be issued to any person unless 6 months of the required experience has been obtained within the 6 years immediately preceding the date of application. Service in the Armed Forces of the United States shall not be computed in counting the 6 years.

7. Section 11.10-50 is amended by adding a new paragraph (d) to read as follows:

§ 11.10-50 Temporary third assistant engineer.

* * * * *

(d) No original license shall be issued to any person unless 6 months of the required experience has been obtained within the 6 years immediately preceding the date of application. Service in the Armed Forces of the United States shall not be computed in counting the 6 years.

(R.S. 4405, as amended, 4462, as amended, 4440, as amended, 4441, as amended, secs. 1, 2, 49 Stat. 1544, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 228, 229, 367, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

PART 12—CERTIFICATION OF SEAMEN

Subpart 12.02—General Requirements for Certification

8. Section 12.02-4 is revised to read as follows:

§ 12.02-4 Basis for denial of documents.

(a) Merchant Mariner's Documents or continuous discharge books shall not be issued to any person who, within 10 years prior to the date of filing the application, has been convicted in a court of record of a violation of the narcotic drug laws of the United States, the District of Columbia, or any State or Territory of the United States, unless such person has submitted sufficient evidence to the Commandant to reasonably warrant the conclusion that he is no longer involved with or associated with narcotics and is suitable for employment on board merchant vessels of the United States.

(b) Merchant Mariners Documents or continuous discharge books shall not be issued to any person who has been addicted to the use of or who has been a user of a narcotic drug unless such person has furnished sufficient evidence to the Commandant to reasonably warrant the conclusion that he has been cured of such addiction or use.

(Sec. 2, 68 Stat. 484, R.S. 4405, as amended, 4462, as amended, sec. 7, 49 Stat. 1936, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 239b, 375, 416, 689, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

SUBCHAPTER H—PASSENGER VESSELS

PART 71—INSPECTION AND CERTIFICATION

Subpart 71.47—Inspection of Cargo Gear

§ 71.47-23 [Amended]

9. Section 71.47-23(a) is amended by changing in lines 1 and 2, "§ 31.37-15(a) of this chapter" to "§ 71.47-15(a)".

Subpart 71.65—Plan Approval

10. Section 71.65-15(a)(3) is amended by adding a new subdivision (iv) to read as follows:

§ 71.65–15 Procedure for submittal of plans.

(a) * * *

(3) * * *

(iv) Commander, 9th Coast Guard District (mmt), Room 2019, 1240 East Ninth Street, Cleveland, Ohio 44199, for geographical area covered by the 9th Coast Guard District.

* * * * *

§ 71.65–20 [Amended]

11. Section 71.65–20(a) is amended by changing in line 1, the word "four" to "three".

(R.S. 4405, as amended, 4462, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

PART 78—OPERATIONS

Subpart 78.47—Markings for Fire and Emergency Equipment, Etc.

12. Section 78.47–47(a)(1) is revised to read as follows:

§ 78.47–47 Stateroom notices.

(a) * * *

(1) Emergency signal:

EMERGENCY SIGNALS

Fire and emergency—Continuous blast of the ship's whistle for a period of not less than 10 seconds supplemented by the continuous ringing of the general alarm bells for a period of not less than 10 seconds.

Abandon ship (or boat stations)—More than six short blasts and one long blast of the whistle supplemented by the same signal on the general alarm bells.

The occupants of this room are assigned to Lifeboat No. ------, all passengers are required to put on life preservers and go to their lifeboat stations whenever general alarm bells ring.

The room steward will provide life preservers for children at the start of the voyage.

* * * * *

(R.S. 4405, as amended, 4462, as amended, 4488, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 481, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

SUBCHAPTER I—CARGO AND MISCELLANEOUS VESSELS

PART 91—INSPECTION AND CERTIFICATION

Subpart 91.37—Inspection of Cargo Gear

§ 91.37–23 [Amended]

13. Section 91.37–23(a) is amended by changing in lines 1 and 2, "§ 31.37–15(a) of this chapter" to "§ 91.37–15(a)".

Subpart 91.55—Plan Approval

14. Section 91.55–15 is amended by adding a new paragraph (a)(3)(iv) reading as follows:

§ 91.55–15 Procedure for submittal of plans.

(a) * * *

(3) * * *

(iv) Commander, 9th Coast Guard District (mmt), Room 2019, 1240 East Ninth Street, Cleveland, Ohio 44199, for geographical area covered by the 9th Coast Guard District.

* * * * *

§ 91.55–20 [Amended]

15. Section 91.55–20(a) is amended by changing in line 1, the word "four" to "three".

(R.S. 4405, as amended, 4462, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

PART 97—OPERATIONS

Subpart 97.05—Notice to Mariners and Aids to Navigation

§ 97.05–1 [Amended]

16. Section 97.05–1(c) is amended by changing in line 6 the word "assembly" to "assembled".

(R.S. 4405, as amended, 4462, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 49 U.S.C. 1655(b)(1); 49 CFR 1.4 (a)(2) and (g))

PART 105—COMMERCIAL FISHING VESSELS DISPENSING PETROLEUM PRODUCTS

Subpart 105.20—Specific Requirements—Cargo Tanks

17. The table of sections for Subpart 105.20 is amended by changing the words "Valves and fittings" to "Piping systems" adjacent to the listing for § 105.20–5.

(R.S. 4405, as amended, 4417a, as amended, 4462, as amended, 4488, as amended, secs. 2, 633, 63 Stat. 496, 545, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 391a, 416, 481, 14 U.S.C. 2, 633, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

SUBCHAPTER J—ELECTRICAL ENGINEERING

PART 111—ELECTRICAL SYSTEM; GENERAL REQUIREMENTS

Subpart 111.05—General Requirements

18. Section 111.05–5 is amended by adding a new paragraph (b)(4)(iv) reading as follows:

§ 111.05–5 Plan approval.

* * * * *

(b) * * *

(4) * * *

(iv) Commander, 9th Coast Guard District (mmt), Room 2019, 1240 East Ninth Street, Cleveland, Ohio 44199, for geographical area covered by the 9th Coast Guard District.

* * * * *

19. Section 111.05–5(c)(1) is amended by changing in line 1 the word "four" to "three".

(R.S. 4405, as amended, 4462, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 49 U.S.C. 1655(b)(1); 49 CFR 1.4 (a)(2))

SUBCHAPTER K—MARINE INVESTIGATIONS AND SUSPENSION AND REVOCATION PROCEEDINGS

PART 136—MARINE INVESTIGATION REGULATIONS

Subpart 136.03—Definitions

20. Section 136.03–30 is revised to read as follows:

§ 136.03–30 Investigating officer.

An investigating officer is an officer or employee of the Coast Guard designated by the Commandant, District Commander or the Officer in Charge, Marine Inspection, for the purpose of making investigations of marine casualties and accidents or other matters pertaining to the conduct of seamen. An Officer in Charge, Marine Inspection, is an investigating officer without further designation.

(R.S. 4450, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 239, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

PART 137—SUSPENSION AND REVOCATION PROCEEDINGS

Subpart 137.02—Definitions of Terms Used

21. Section 137.02–20 is revised to read as follows:

§ 137.02–20 Investigating officer.

(a) An investigating officer is an officer or employee of the Coast Guard designated by the Commandant, District Commander or the Officer in Charge, Marine Inspection, for the purpose of making investigations of marine casualties and accidents or other matters pertaining to the conduct of seamen. An Officer in Charge, Marine Inspection, is an investigating officer without further designation.

(R.S. 4450, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 239, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

SUBCHAPTER P—MANNING OF VESSELS

PART 157—MANNING REQUIREMENTS

Subpart 157.01—Authority and Purpose

§ 157.01–10 [Amended]

22. Section 157.01–10(b)(1) is amended by inserting in line 26 a comma between the numbers "470" and "481".

Subpart 157.20—Computations

§ 157.20–10 [Amended]

23. Section 157.20–10(a) is amended by changing in line 1 the word "seamen" to "seaman"; by deleting in line 15 the reference to footnote "1" and by deleting at the bottom of the column in which the section is printed the text of footnote "1".

24. Section 157.20–30(b) is revised to read as follows:

§ 157.20–30 Master.

* * * * *

(b) The provisions of R.S. 4438, as amended (46 U.S.C. 224) require a master for every sail vessel of over 700 gross tons carrying passengers for hire.

* * * * *

(R.S. 4405, 4438, as amended, 4462, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 224, 416, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

SUBCHAPTER R—NAUTICAL SCHOOLS

PART 167—PUBLIC NAUTICAL SCHOOL SHIPS

Subpart 167.35—Lifesaving Equipment

§ 167.35–2 [Amended]

25. Section 167.35–2(a) is amended by changing in line 4 the year "1948" to "1960".

(Sec. 8, 72 Stat. 623, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 1387, 49 U.S.C. 1655(b)(1); 49 CFR 1.4 (a)(2) and (g))

SUBCHAPTER T—SMALL PASSENGER VESSELS (UNDER 100 GROSS TONS)

PART 175—GENERAL PROVISIONS

Subpart 175.01—Authority

26. Section 175.01–1 is revised to read as follows:

§ 175.01–1 General.

(a) The regulations in this subchapter are prescribed by the Commandant of the Coast Guard, pursuant to a delegation of authority by the Secretary of Transportation set forth in 49 CFR 1.46(b), to carry out the intent and purpose of title 46, United States Code, sections 390 to 390g, which require the inspection and certification of certain vessels carrying more than six passengers, and sections 362, 375, 391, 392, 399, 404, 416, 435, and 451, which relate to the inspection and certification of certain vessels carrying one or more passengers for hire.

(b) S and L: Where other laws are applicable to vessels inspected under this subchapter, appropriate references following certain regulations are made to show that such regulations interpret or apply such laws.

Subpart 175.05—Application

27. Section 175.05–1, except for Table 175.05–1(a), is revised to read as follows:

§ 175.05–1 Applicability to United States vessels.

(a) This subchapter shall be applicable to all United States flag vessels indicated in column 4 of Table 175.05–1(a) that are less than 100 gross tons, except as follows:

(1) Any vessel operating exclusively on inland waters which are not navigable waters of the United States.

(2) Any vessel while laid up and dismantled and out of commission.

(3) With the exception of vessels of the United States Maritime Administration, any vessel with title vested in the United States and which is used for public purposes and operated by a department or agency of the Federal Government.

(Sec. 1, 41 Stat. 305, as amended, sec. 1, 70 Stat. 151; 46 U.S.C. 363, 390)

(4) Any lifeboat forming part of a vessel's lifesaving equipment.

(b) S and L: Any vessel carrying more than 150 passengers shall comply with the provisions of this subchapter and shall be subject to certain additional requirements as determined by the Officer in Charge, Marine Inspection. These additional requirements are contained in applicable regulations in Subchapter H (Passenger Vessels), Subchapter P (Manning), Subchapter F (Marine Engineering), and Subchapter J (Electrical Engineering) of this chapter.

(R.S. 4463, as amended; 46 U.S.C. 222)

(c) S and L: Nothing in the regulations in this subchapter shall be construed as exempting any mechanically propelled vessel, other than a yacht, which carries more than 12 passengers on an international voyage from the applicable requirements of the International Convention for Safety of Life at Sea, 1960.

(d) S and L: Any vessel which carries flammable or combustible liquid cargo, or explosives, or other dangerous articles or substances is subject to additional requirements provided in other laws and regulations. Any Officer in Charge, Marine Inspection, may be contacted for information concerning these additional requirements.

(R.S. 4417a, as amended, 4472, as amended; 46 U.S.C. 391a, 170)

(e) S and L: Any mechanically propelled vessel inspected and certificated under the provisions of this subchapter, which is more than 15 gross tons and carries freight for hire, is subject to additional requirements provided in other laws and regulations. Any Officer in Charge, Marine Inspection, may be contacted for information concerning these additional requirements.

(R.S. 4426, as amended; 46 U.S.C. 404)

* * * * *

28. Subpart 175.05 is amended by adding a new section § 175.05–3, to read as follows:

§ 175.05–3 Applicability to foreign vessels.

(a) Except as specifically noted in paragraph (b) of this section, this subchapter shall be applicable to the extent prescribed by law to all foreign vessels of the following classifications, indicated in column 4 of Table 175.05–1(a) that are less than 100 gross tons:

(1) Mechanically propelled foreign vessels of more than 15 gross tons and over 65 feet in length which carry more than 12 passengers from any port in the United States.

(2) Foreign vessels which carry more than six passengers from any port in the United States and which are:

(i) Mechanically propelled vessels of not more than 15 gross tons regardless of length; or,

(ii) Mechanically propelled vessels of more than 15 gross tons but less than 65 feet in length; or,

(iii) Sailing vessels or nonself-propelled vessels regardless of length.

(b) The provisions of this subchapter shall not be applicable to those foreign vessels covered by paragraph (a) of this section which are:

(1) Vessels of a foreign nation signatory to the International Convention for the Safety of Life at Sea, 1960, and which have on board a current, valid Safety Certificate; or,

(2) Vessels of a foreign nation having inspection laws approximating those of the United States together with reciprocal inspection arrangements with the United States, and which have on board a current, valid Certificate of Inspection issued by its government under such arrangements.

29. Section 175.05–5 is revised to read as follows:

*

§ 175.05–5 Specific application noted in text.

(a) S: Under the designator "S" shall be included all vessels indicated in column 4 of Table 175.05–1(a) that are not more than 65 feet in length and of less than 100 gross tons carrying more than six passengers.

(b) L: Under the designator "L" shall be included all vessels indicated in column 4 of Table 175.05–1(a) that are more than 65 feet in length and of less than 100 gross tons which are:

(1) Mechanically propelled vessels of more than 15 gross tons carrying one or more passengers for hire.

(2) Mechanically propelled vessels of not more than 15 gross tons carrying six or more passengers.

(3) Sailing vessels and barges carrying more than six passengers.

(c) Certain portions of this subchapter applicable to only "S" vessels are indicated by the designator "S". Portions applicable to only "L" vessels are indicated by the designator "L". Those portions of this subchapter applicable to both categories of vessels contain no designator or are designated "S and L".

(d) At the beginning of the various parts, subparts and sections, a more specific application is generally given for the particular portion of the text involved. This application sets forth the types, sizes, services or vessels to which the text pertains, and in many cases limits the application of the text to vessels contracted for before or after a specific date.

(e) As used in this subchapter the term "vessels contracted for" includes not only contracting for the construction of a vessel, but also contracting for a material alteration to a vessel, contracting for the conversion of a vessel to a passenger vessel, and changing of service or route of a vessel, if such change increases or modifies the general requirements for the vessel or increases the hazards to which it might be subjected.

(R.S. 4405, as amended, 4462, as amended, sec. 3, 70 Stat. 152, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 390b, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

PART 176—INSPECTION AND CERTIFICATION

Subpart 176.01–1—Certificate of Inspection

§ 176.01–5 [Amended]

30. Section 176.01–5(a) is amended by changing in line 11 the word "charterer" to "operator".

(R.S. 4405, as amended, 4462, as amended, 4421, as amended, sec. 3, 70 Stat. 152, as amended, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 399, 390b, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

SUBCHAPTER U—OCEANOGRAPHIC VESSELS

PART 189—INSPECTION AND CERTIFICATION

Subpart 189.35—Weight Handling Gear

§ 189.35–9 [Amended]

31. Section 189.35–9(c)(3) is amended by deleting in lines 2 and 3 the words "of Subpart 55.17 of Part 55".

Subpart 189.55—Plan Approval

§ 189.55–20 [Amended]

32. Section 189.55–20(a) is amended in line 1 by changing the word "four" to "three".

(R.S. 4405, as amended, 4462, as amended, sec. 5, 79 Stat. 424, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 375, 416, 445, 49 U.S.C. 1655(b)(1); 49 CFR 1.4(a)(2))

Effective date. These amendments shall become effective 30 days following the date of publication in the FEDERAL REGISTER.

Dated: April 22, 1970.

W. J. SMITH,
Admiral, U.S. Coast Guard,
Commandant.

[F.R. Doc. 70–5295; Filed, Apr. 29, 1970; 8:50 a.m.]

[CGFR 70–58]

SUBCHAPTER C—UNINSPECTED VESSELS

PART 25—REQUIREMENTS

SUBCHAPTER T—SMALL PASSENGER VESSELS (UNDER 100 GROSS TONS)

PART 184—VESSEL CONTROL AND MISCELLANEOUS SYSTEMS AND EQUIPMENT

Navigation Lights; Light Intensity Standards; Extension of Date for Compliance

1. Sections 25.05–15(d) and 184.15–5(d) require compliance with certain intensity standards for navigation lights on and after January 1, 1971. This date for compliance was predicated on the development and the issuance prior to that date of approval specifications for navigation lights. It now appears that these approval specifications cannot be developed and issued prior to the present effective date. The amendments in this document extend the effective date for compliance with these light intensity standards from January 1, 1971, to January 1, 1973, in order to provide additional time for the development and issuance of these approval specifications.

2. Since the sole effect of these amendments is to extend the date of compliance by the boating public with the light intensity standards, notice and public procedure thereon are not required and these amendments can be made effective in less than 30 days.

3. Accordingly, § 25.05–15(d) is revised to read as follows:

§ 25.05–15 Light intensity standards.

* * * * *

(d) The light intensity standards of this section shall apply to new navigation lights installed and replacements of existing lights made on or after January 1, 1973. Such lights shall be of an approved type.

4. Section 184.15–5(d) is revised to read as follows:

§ 184.15–5 Light intensity standards.

* * * * *

(d) The light intensity standards of this section shall apply to new navigation lights installed and replacements of existing lights made on or after January 1, 1973. Such lights shall be of an approved type.

(Sec. 17, 54 Stat. 166, sec. 3, 70 Stat. 152, sec. 6(b)(1), 80 Stat. 937; 46 U.S.C. 526p, 390b, 49 U.S.C. 1655(b)(1); 49 CFR 1.46(b))

Effective date. These revisions shall become effective on the date of publication in the FEDERAL REGISTER.

Dated: April 23, 1970.

W. J. SMITH,
Admiral, U.S. Coast Guard,
Commandant.

[F.R. Doc. 70–5296; Filed, Apr. 29, 1970; 8:50 a.m.]

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[Docket No. 18671; FCC 70–418]

PART 87—AVIATION SERVICES

Assignment of Additional Frequency to Aeronautical Advisory Stations for Services to Aircraft at High Altitudes

Report and order. 1. A notice of proposed rule making in the above-captioned matter was released on September 26, 1969, and was published in the FEDERAL REGISTER on October 1, 1969 (34 F.R. 15299). The dates for filing comments and replies thereto have passed.

2. Comments were filed by the following:

Aerospace and Flight Test Radio Coordinating Council (AFTRCC).
Airco Speer.
Air Kaman, Inc.
Bendix, Electrical Components Division.
Eastman Kodak Co.
Johnson Air Interests.
Leasing Consultants, Inc.
National Business Aircraft Association, Inc.
Northern Air.
Sanders Associates, Inc.
Sears Roebuck & Co.
Sprague Electric Co.
Tennessee Eastman Co.
Trunkline Gas Co.
Union Camp Corp.
Weyerhaeuser Co.

3. All of the above are in favor of the proposed rule making and several made suggestions for improvement of aeronautical communications which are not within the scope of this rule making.

4. During recent years we have experienced a rapid growth in the use of executive jet aircraft. These aircraft normally fly at altitudes of greater than 10,000 feet. They are frequent users of aeronautical advisory stations. Communications with these stations at such high altitudes often results in a number of aeronautical advisory stations receiving a transmission from these jet aircraft and cause interference to other users. This long range signal only compounds the congestion already being experienced on the normal advisory frequencies. The purpose of this proceeding is to shift these high altitude communications from the normal advisory channels (122.8 and 123.0 Mc/s).

5. In a letter dated October 16, 1969, the Federal Aviation Administration (FAA) representative to the Interdepartmental Radio Advisory Committee (IRAC) stated that potential interference problems would be created if the frequency 122.85 or 122.95 Mc/s should be assigned at an airport having a tower or FAA flight service station (FSS). The FAA wants assurance of specific prior frequency coordination to eliminate the potential interference problem.

6. This restriction will not militate against the purposes of this proceeding. The high altitude problem centers around the congestion being caused on 122.8 Mc/s which is the aeronautical advisory frequency authorized at landing areas not served by a control tower or FSS station. There are approximately 2,000 such stations and the restriction will not prevent these stations from obtaining the high altitude advisory frequencies. The advisory stations at airports where there is a control tower or FSS station operate on 123.0 Mc/s and there are approximately 300 such stations. During hours of operation of the control tower or FSS station all safety communications are conducted through these stations and the advisory station provides only information as to fuel available, dispatching and handling requests for ground associated facilities. The need for high altitude frequencies at these locations is considerably less than that required at 122.8 Mc/s stations. Therefore, in those instances where it is determined that a high altitude frequency could cause interference, the restriction against its use should not cause any substantial degradation in service.

7. In view of the foregoing: *It is ordered,* That pursuant to the authority contained in sections 4(i) and 303 (b),

(c), (f), and (r) of the Communications Act of 1934, as amended, Part 87 is amended effective June 1, 1970, as set forth below.

8. *It is further ordered*, That this proceeding is terminated.

(Secs. 4, 303, 48 Stat., as amended, 1066, 1082; 47 U.S.C. 154, 303)

Adopted: April 22, 1970.

Released: April 27, 1970.

FEDERAL COMMUNICATIONS COMMISSION,[1]
[SEAL] BEN F. WAPLE,
Secretary.

1. In § 87.253, present paragraph (d) is redesignated as paragraph (e) and new paragraph (d) is added to read as follows:

§ 87.253 Frequency assignment.

* * * * *

(d) Stations required to provide service on 122.80 or 123.00 Mc/s may be assigned the additional frequency 122.85 or 122.95 MHz when the additional frequency is requested for communication with aircraft at altitudes greater than 10,000 feet above the elevation of the landing area: *Provided, however*, That assignment of the frequency 122.85 or 122.95 MHz is subject to prior determination that use of that frequency will not cause harmful interference to a control tower or FAA flight service station at the same landing area.

* * * * *

2. In § 87.257, paragraph (d) is amended by adding new subparagraph (4) to read as follows:

§ 87.257 Scope of service.

* * * * *

(d) * * *

(4) When assigned in accordance with § 87.253(d), 122.85, or 122.95 MHz may be used for communication only with aircraft at altitudes greater than 10,000 feet above the elevation of the landing area.

* * * * *

[F.R. Doc. 70-5303; Filed, Apr. 29, 1970; 8:51 a.m.]

[Docket No. 18705; FCC 70-419]

PART 95—CITIZENS RADIO SERVICE

Reservation of Frequency for Emergency Communications

Report and order. In the matter of amendment of § 95.41(d) of the Commission's rules to reserve a citizens radio frequency for emergency communications; Docket No. 18705, RM-1095, RM-1131, RM-1323.

1. On October 22, 1969, the Commission adopted a notice of proposed rule making (FCC 69-1146) in the above-entitled matter which was published in the FEDERAL REGISTER on October 29, 1969 (34 F.R. 17451). By order[1] adopted December 2, 1969, and published in the FEDERAL REGISTER on December 9, 1969 (34 F.R. 19472), the Chief, Safety and Special Radio Services Bureau extended the time for filing comments on the proposal from December 10 to December 31, 1969, and the time for filing reply comments until January 12, 1970. All of the many comments have been fully considered.

2. It was proposed that § 95.41(d) be amended to reserve Channel 9 (27.065 MHz) exclusively for emergency communications involving the immediate safety of life or protection of property, or for communications necessary to render assistance to a motorist. Also, it was proposed to compensate for the loss of Channel 9 as an interstation channel by substituting either Channel 8 or Channel 15. Numerous comments, both formal and informal, were filed in response to the Commission's notice. The comments were mainly in support of the concept of making Channel 9 an emergency channel. A few opposed the designation of Channel 9 as an emergency channel because they believed that another frequency, particularly the so-called Channels 22A (27.235 MHz) or 22B (27.245 MHz), which are not available under the Commission's rules to the Citizens Radio Service, should be designated, or that if a channel were set aside for working "skip," the interference on Channel 9 would clear up.

3. The greatest controversy centered around the question of whether nonemergency calling should be permitted on Channel 9. Most of the comments, including all from local governmental entities, supported our proposal which would eliminate all nonemergency or nonmotorist assistance types of communications. The majority of objectors stated that if licensees could not be called on Channel 9 for the limited nonemergency purpose of moving to another channel to complete the transmission, there would not be sufficient volunteers to monitor Channel 9 for emergencies. Some recommended the permissible use of Channel 9 to call a person known to be monitoring Channel 9 for emergency communications for the purpose of changing to another frequency where the transmission may be continued, and others would limit the calling to intrastation transmissions.

4. The overwhelming majority of the comments favored making Channel 15 the interstation replacement for Channel 9 since this would result in less adjacent channel interference to the emergency channel. The few comments favoring Channel 8 were largely based on the assertion that in some metropolitan areas there is more interference from Industrial, Scientific, and Medical (ISM) devices on Channel 15 than on Channel 8.

5. The supporting comments convince the Commission that adoption of the proposal to reserve Channel 9 for use only for emergency communications involving the immediate safety of life or protection of property or for communications necessary to render assistance to a motorist would be in the public interest. We were particularly impressed by the support from local and State public safety agencies and the Department of Transportation. However, we believe that some licensees may be over-estimating the significance of the Commission's action. It must be emphasied that we do not consider the reservation of Channel 9 to be the ultimate solution in the use of radio facilities for highway safety. There are various other possibilities which we plan to continue to explore.[2] However, it has been demonstrated that Class D stations in the Citizens Radio Service are now providing a workable system and there is no basis for withholding action that should improve and encourage expansion of this system.

6. Some comments raised questions as to what would be considered an emergency and one suggested that a further notice of proposed rule making be issued giving the actual text of the rule, defining emergency, setting forth examples of permissible and nonpermissible uses. The Commission's notice in this proceeding gave the proposed substance of the rule; accordingly, we do not believe that a further notice would serve any useful purpose. While it may be desirable to have a fully descriptive definition of an emergency communication in the rules, such a rule could be unduly restrictive. What may not be an emergency communication under one set of circumstances may be an emergency communication under a different set of circumstances. The definition of emergency communication used in the amended § 95.41(d) is the same definition that has been used in § 95.85 and one which we believe can be applied to most situations by the licensee. Under this definition, an emergency communication, must have some immediate and direct relation to the safety of life or protection of property. There are many worthwhile communications that will not qualify as emergency

[1] Commissioners H. Rex Lee and Wells absent.

[1] This action was taken pursuant to the request of the California Citizens Band Association, Inc., which requested a 2-month extension on the grounds that notice of the proceeding has not reached many interested persons who may desire to comment. The Chief, Safety and Special Radio Services Bureau, in his order stated that the quantity of comments already received indicated that knowledge of the proposal had been widely circulated; and that some of the comments urged early consideration and, therefore, a 2-month extension was not appropriate. On Dec. 29, 1969, the Commission received a request for review of this ruling. We have reviewed this request and, for the reasons stated in his order of Dec. 2, 1969, affirm the action of the Chief, Safety and Special Radio Services Bureau.

[2] See notice of inquiry in Docket 17049, and RM-1509, currently under study, which requests the immediate use of the four pairs of frequencies in the 450 MHz range that were reserved in Docket 13847 for possible use for communications relating to highway safety.

communications. Therefore, each licensee, before using Channel 9, must decide whether his transmission is (a) an emergency communication as defined above; or (b) necessary to render assistance to a motorist. In the absence of an emergency, the transmission of road information not addressed to a specific station is not permitted. Information relating to a traffic tie-up or a potential traffic hazard may be directed to a specific station. To assist a licensee in determining permissible communications on Channel 9, we have included some examples. While we believe these examples may be helpful, they are not intended to be all inclusive.

7. The Commission is convinced that adoption, as proposed, without any provision for calling, even for the limited purpose of having the person monitoring change to an appropriate frequency, would best foster the development of Channel 9 in the public interest. We fully understand the inconvenience that this will cause to some persons who are monitoring Channel 9 on a voluntary basis; however, we believe that the advantages far outweigh the disadvantages. First, as previously noted, every one of the many comments received from governmental public safety agencies opposed permitting general calling on Channel 9. The support of these agencies will contribute greatly to the success of this program and, if any should undertake to monitor on a 24-hour-a-day basis, it would more than offset the loss of a few individual monitors. Secondly, it is possible to monitor more than one channel. While this may require two receivers at this time, equipment capable of simultaneously monitoring two frequencies could be developed. Thirdly, if calling were permitted for the sole purpose of asking the person monitoring to change to another frequency, there would be a tendency to complete the transmission of short messages on Channel 9 which would ultimately defeat the purpose of the action being taken in this proceeding. Accordingly, only emergency communications or communications necessary to render assistance to motorists may be transmitted on Channel 9.

8. Since there was no clear advantage indicated in the comments between Channel 8 and Channel 15 with regard to the number of existing users, the Commission is selecting Channel 15 (27.135 MHz) as the replacement channel for interstation communications. This will avoid additional adjacent channel interference to Channel 9 that might be caused by the increased use of Channel 8.

9. A suggestion was made in the comments that the requirement, contained in § 95.85(b) (1) and (2), that notice of certain emergency use be given to the Commission be made not applicable to the use of Channel 9. We agree that this requirement could hamper the development of Channel 9 as an emergency channel. Accordingly, we have amended § 95.85 to require notification only in those instances where the emergency situation extends over a period of 12 hours or more. Section 95.85(b) is also being amended to specify that communications necessary to render assistance to a motorist are exempt from the requirements of §§ 95.83(a) (6) and (14) and 95.91(b).

10. The Department of Transportation in its comments on behalf of the U.S. Coast Guard asked that it be emphasized that although Channel 9 may be used for marine emergencies, it should not be considered a substitute for the authorized marine distress system. The Department also pointed out that the primary responsibility for monitoring Channel 9 when used for marine safety must rest with Citizens radio licensees and not with the Coast Guard, since the Coast Guard has already stated that it will not "participate directly in the Citizens Radio Service by fitting with and/or providing a watch on any Citizens Band Channel. (Coast Guard Commandant Instruction 2302.6)." We have included such a warning in the footnote to § 95.41(d)(3).

11. The Commission believes that the caveats contained in the notice in this proceeding also bear repeating. This reservation of Channel 9 is not for the exclusive use of any one group or organization, but is to be shared by all emergency users. Emergency communications may, of course, continue to give them priority as required by § 95.85(a). It should also be emphasized that if an emergency involves lengthy communications, the licensee, although not required to, should after establishing contact move to another frequency to keep channel 9 clear for other possible emergencies. This would also reduce the possibility of emergency communications in one area interfering with emergency communications in other areas. To be successful, this program will require a high degree of cooperation between licensees, and a large amount of voluntary compliance with the Commission's rules.

12. One comment requested a year's delay between the adoption date of the rule and its effective date in order to allow licensees to become accustomed to the reservation. We believe that a 90-day period is sufficient to allow news of the change to circulate and for those who want to change frequencies. Additional delay would serve no useful purpose.

13. Several comments requested that higher power and antenna heights be permitted on Channel 9. It is questionable whether these requests are beyond the scope of this proceeding, but, nevertheless, they have been considered on their merits and we believe they must be denied. One of the attractive features of using Citizens radio stations in emergencies is the ready availability of much equipment usually used for a multitude of nonemergency purposes. All stations would not be using higher power and antenna heights. The use of higher power and antenna height by some stations would make the use of Channel 9 impossible by low-power stations in the same area. Interference, both local and skip, would increase on Channel 9 since the higher power and antennas would cause interfering signals, which were theretofore weak or marginal, to become destructive. Thus, one emergency use of Channel 9 might interfere with or prevent another emergency use. Any increase in power would have to be accompanied by a tightening in the technical standards as a matter of good engineering practice. This could increase the cost of the equipment. Further, the Commission believes that it is impractical to have different standards for Channel 9 than for other channels. As previously noted, we hope that in many instances contact will be established on Channel 9 and the rest of the exchange completed on a different frequency to enable Channel 9 to be kept free for other possible emergency use. This would not be possible if the equipment operated on Channel 9 were not compatible for use on other channels. Finally, we believe that power and antenna height permitted by the current rules is consistent with the Commission's purpose in establishing the Citizens Radio Service as a short-distance, low-cost radiocommunication service and is adequate for emergency use, particularly if nonemergency transmissions are removed from Channel 9.

14. In view of the foregoing, the Commission finds that the amendment of §§ 95.41(d) and 95.85(b), as set forth below, is in the public interest, convenience, and necessity. The authority for this amendment is contained in sections 4(i) and 303 of the Communications Act.

15. *Accordingly, it is ordered,* That effective July 24, 1970, §§ 95.41(d) and 95.85(b) of the Commission's rules are amended as set forth below.

16. *It is further ordered,* That this proceeding is terminated.

(Secs. 4, 303, 48 Stat., as amended, 1066, 1082; 47 U.S.C. 154, 303)

Adopted: April 22, 1970.

Released: April 27, 1970.

FEDERAL COMMUNICATIONS COMMISSION,[1]

[SEAL] BEN F. WAPLE, *Secretary.*

1. Section 95.41(d) is amended as follows:

§ 95.41 Frequencies available.

* * * * *

(d) The frequencies listed in the following tables are available for use by Class D mobile stations employing radiotelephony only, on a shared basis with other stations in the Citizens Radio Service, and subject to no protection from interference due to the operation of industrial, scientific, or medical devices within the 26.96–27.28 Mc/s band.

(1) The following frequencies, commonly known as Channels 1 through 8 and 10 through 23, may be used for communications between units of the same station:

[1] Commissioners H. Rex Lee and Wells absent.

Mc/s	Channel	Mc/s	Channel
26.965	1	27.115	13
26.975	2	27.125	14
26.985	3	27.135	15
27.005	4	27.155	16
27.015	5	27.165	17
27.025	6	27.175	18
27.035	7	27.185	19
27.055	8	27.205	20
27.075	10	27.215	21
27.085	11	27.225	22
27.105	12	27.255	23

(2) Only the following frequencies may be used for communications between units of different stations:

Mc/s	Channel	Mc/s	Channel
27.075	10	27.125	14
27.085	11	27.135	15
27.105	12	27.255	23
27.115	13		

(3) The frequency 27.065 Mc/s (Channel 9) shall be used solely for:

(i) Emergency communications involving the immediate safety of life of individuals or the immediate protection of property or

(ii) Communications necessary to render assistance to a motorist.

NOTE: A licensee, before using Channel 9, must make a determination that his communication is either or both (a) an emergency communication or (b) is necessary to render assistance to a motorist. To be an emergency communication, the message must have some direct relation to the immediate safety of life or immediate protection of property. If no immediate action is required, it is not an emergency. What may not be an emergency under one set of circumstances may be an emergency under different circumstances. There are many worthwhile public service communications that do not qualify as emergency communications. In the case of motorist assistance, the message must be necessary to assist a particular motorist and not, except in a valid emergency, motorists in general. If the communications are to be lengthy, the exchange should be shifted to another channel, if feasible, after contact is established. No nonemergency or nonmotorist assistance communications are permitted on Channel 9 even for the limited purpose of calling a licensee monitoring a channel to ask him to switch to another channel. Although Channel 9 may be used for marine emergencies, it should not be considered a substitute for the authorized marine distress system. The Coast Guard has stated it will not "participate directly in the Citizens Radio Service by fitting with and/or providing a watch on any Citizens Band Channel. (Coast Guard Commandant Instruction 2302.6.)"

The following are examples of permitted and prohibited types of communications. They are guidelines and are not intended to be all inclusive.

Permitted	Example message
Yes	"A tornado sighted six miles north of town."
No	"This is observation post number 10. No tornados sighted."
Yes	"I am out of gas on Interstate 95."
No	"I am out of gas in my driveway."
Yes	"There is a four-car collision at Exit 10 on the Beltway, send police and ambulance."
No	"Traffic is moving smoothly on the Beltway."
Yes	"Base to Unit 1, the Weather Bureau has just issued a thunderstorm warning. Bring the sailboat into port."
No	"Attention all motorists. The Weather Bureau advises that the snow tomorrow will accumulate 4 to 6 inches."
Yes	"There is a fire in the building on the corner of 6th and Main Streets."
No	"This is Halloween patrol unit number 3. Everything is quiet here."

The following priorities should be observed in the use of Channel 9.

1. Communications relating to an existing situation dangerous to life or property, i.e., fire, automobile accident.

2. Communications relating to a potentially hazardous situation, i.e., car stalled in a dangerous place, lost child, boat out of gas.

3. Road assistance to a disabled vehicle on the highway or street.

4. Road and street directions.

* * * * *

2. The title of § 95.85 and paragraph (b) thereof are amended as follows:

§ 95.85 Emergency and assistance to motorist use.

* * * * *

(b) Any station in this service may be utilized during an emergency involving the immediate safety of life of individuals or the immediate protection of property for the transmission of emergency communications. It may also be used to transmit communications necessary to render assistance to a motorist.

(1) When used for transmission of emergency communications certain provisions in this part concerning use of frequencies (§ 95.41(d)); prohibited uses (§ 95.83(a) (5), (6), and (14)); operation by or on behalf of persons other than the licensee (§ 95.87); and duration of transmissions (§ 95.91 (a) and (b)) shall not apply.

(2) When used for transmission of communications necessary to render assistance to a motorist, the provisions of this part concerning directing communications to specific persons or stations (§ 95.83(a)(6)); transmitting messages for other persons (§ 95.83(a)(14)); and duration of transmissions (§ 95.91(b)) shall not apply.

(3) The exemptions granted from certain rule provisions in subparagraphs (1) and (2) of this paragraph may be rescinded by the Commission at its discretion.

(c) If the emergency use under paragraph (b) of this section extends over a period of 12 hours or more, notice shall be sent to the Commission in Washington, D.C., as soon as it is evident that the emergency has or will exceed 12 hours. The notice should include the identity of the stations participating, the nature of the emergency, and the use made of the stations. A single notice covering all participating stations may be submitted.

[F.R. Doc. 70-5304; Filed, Apr. 29, 1970; 8:51 a.m.]

[FCC 70-420]

PART 97—AMATEUR RADIO SERVICE

License Term

Order. In the matter of amendment of § 97.59(b) to provide that the license of an additional station in the Amateur Radio Service will expire simultaneously with the operator license.

1. The Commission's rules governing the Amateur Radio Service provide that an amateur station license will be issued only to a qualified holder of an amateur operator license. The amateur operator and station license normally expire on the same date. An amateur licensee may, during the term of his basic license, obtain an additional station license. The rules do not reflect the Commission's current practice regarding the expiration date of a license of an additional amateur station.

2. The purpose of this amendment is to reflect the Commission's practice which is shown in Item 5E on the amateur application form (FCC Form 610) that the license of an additional station in the Amateur Radio Service will expire on the same date as the operator license.

3. The rule change ordered herein is editorial and procedural in nature and, hence, the prior notice and effective date provisions of 5 U.S.C. sec. 553 are not applicable. Authority for this rule change is contained in sections 4(i) and 303 of the Communications Act of 1934, as amended.

4. In view of the foregoing: *It is ordered*, That effective May 1, 1970, § 97.59 (b) is amended as shown below.

(Secs. 4, 303, 48 Stat., as amended, 1066, 1082; 47 U.S.C. 154, 303)

Adopted: April 22, 1970.

Released: April 27, 1970.

FEDERAL COMMUNICATIONS COMMISSION,[1]
[SEAL] BEN F. WAPLE,
Secretary.

Section 97.59(b) is amended to read as follows:

§ 97.59 License term.

* * * * *

(b) The license for an amateur station is normally valid for a period of 5 years from the date of issuance of a new or renewed license, except that an amateur station license issued to the holder of a Novice Class amateur operator license is normally valid for a period of 2 years from the date of issuance. All amateur station licenses, regardless of when issued, will expire on the same date as the licensee's amateur operator license.

* * * * *

[F.R. Doc. 70-5305; Filed, Apr. 29, 1970; 8:51 a.m.]

[1] Commissioners H. Rex Lee and Wells absent.

Title 49—TRANSPORTATION

Chapter V—National Highway Safety Bureau, Department of Transportation

PART 575—CONSUMER INFORMATION REGULATIONS

Miscellaneous Amendments

This notice makes three minor amendments to the Consumer Information regulations (34 F.R. 8112, 34 F.R. 11974, 34 F.R. 17108, 34 F.R. 18865).

1. Sections 575.101, *Vehicle stopping distance*, 575.102, *Tire reserve load*, and 575.106, *Acceleration and passing ability*, direct manufacturers to present the required information in "essentially" the form illustrated. These sections are amended by deleting the word "essentially", so that paragraph (c) of each section begins:

(c) *Required information.* Each manufacturer shall furnish the information in subparagraphs * * * of this paragraph, in the form illustrated in Figure 1. * * *

The intent of the previous wording was that manufacturers, while basing their presentations on the figures provided in the regulations, would be free to adjust such factors as type face, type size, and shape of the tables to accommodate the layout of their owner's manuals or for other similar reasons. The intent remains unchanged, and this amendment is issued to make it clear that the figures in the regulations are to be used as mandatory models, particularly in regard to the method of presentation, the order and arrangement of the material, and the content of explanatory notes.

2. Section 575.101, *Vehicle stopping distance*, requires in paragraph (d)(1) that stops be made without wheel lockup, "except for such momentary lockup as may occur with an automatic skid control device." The language was intended to permit momentary lockups only where such devices are actually present, and not to permit a type of lockup that might be caused by other means. To express this intent more clearly, the subparagraph is amended to read:

(1) Stops are made without lockup of any wheel, except for momentary lockup caused by an automatic skid control device.

3. This notice amends the regulation to transfer procedural material to a more appropriate location. Section 575.101(c) states that:

The document provided with a vehicle may contain more than one table, but the document must clearly and unconditionally indicate which of the tables applies to the vehicle with which it is provided.

To illustrate this statement, two examples are provided. Sections 575.102(c) and 575.106(c), in turn, contain substantially identical language and refer to the examples in § 575.101(c). The statement thus applies equally to all sections of the regulation, and may appear as a general provision under Subpart A. Accordingly, § 575.6(a) is amended by the addition of the quoted statement and its accompanying examples. Sections 575.101(c), 575.102(c), and 575.106(c) are correspondingly amended by deleting the quoted statement, the illustrative examples in § 575.101(c), and subsequent references to them in §§ 575.102(c) and 575.106(c).

Section 575.6(b) states that:

Any requirements in Subpart B of this part that an information document unconditionally indicate the data applicable to the vehicle with which it is provided shall not apply to information provided pursuant to this paragraph.

Since the only pertinent requirements in Subpart B are the passages relocated by this amendment, and their relocation makes it clear that they apply only to information furnished to the first purchaser of a motor vehicle, this sentence is unnecessary and is therefore deleted. Subpart A, as hereby amended, is set forth below.

Since these amendments are interpretive or clarifying in nature and do not impose significant additional burdens, it is found that notice and public procedure thereon are unnecessary, and the amendments are incorporated into the regulations effective July 1, 1970.

(Secs. 112, 119, National Traffic and Motor Vehicle Safety Act, 15 U.S.C. 1401, 1407; delegation of authority by the Secretary of Transportation to the Director, National Highway Safety Bureau, 49 CFR 1.51)

DOUGLAS W. TOMS,
Director.

APRIL 23, 1970.

Subpart A—General

AUTHORITY: The provisions of this Subpart A issued under secs. 112 and 119 of the National Traffic and Motor Vehicle Safety Act, 15 U.S.C. 1401, 1407; delegation of authority by the Secretary of Transportation to the Director, National Highway Safety Bureau, 49 CFR 1.51.

Subpart A—General

§ 575.1 Scope.

This part contains Federal Motor Vehicle Consumer Information Regulations established under section 112(d) of the National Traffic and Motor Vehicle Safety Act of 1966 (15 U.S.C. 1401(d)) (hereinafter "the Act").

§ 575.2 Definitions.

(a) *Statutory definitions.* All terms used in this part that are defined in section 102 of the Act are used as defined in the Act.

(b) *Motor Vehicle Safety Standard definitions.* Unless otherwise indicated, all terms used in this part that are defined in the Motor Vehicle Safety Standards, Part 371 of this subchapter (hereinafter "the Standards"), are used as defined in the Standards without regard to the applicability of a standard in which a definition is contained.

(c) *Definitions used in this part.* "Brake power unit" means a mechanism installed in a motor vehicle brake system that has a primary purpose of reducing the effort required by the operator to actuate the brake system, including both full-power and power-assist units.

"Lightly loaded vehicle weight" means—

(1) For a passenger car, curb weight plus 300 pounds (including driver and instrumentation), with the added weight distributed in the front seat area.

(2) For a motorcycle, curb weight plus 200 pounds (including driver and instrumentation), with added weight distributed on the saddle and in saddle bags or other carrier.

"Maximum loaded vehicle weight" is used as defined in Standard No. 110.

"Maximum sustained vehicle speed" means that speed obtainable by accelerating at maximum rate from a standing start for 1 mile.

"Skid number" means the frictional resistance measured in accordance with American Society for Testing and Materials Method E—274 at 40 miles per hour, omitting water delivery as specified in paragraph 7.1 of that Method.

§ 575.3 Matter incorporated by reference.

The incorporation by reference provisions of § 371.5 of this subchapter apply to this part.

§ 575.4 Application.

(a) *General.* Except as provided in paragraphs (b) through (d) of this section, each section set forth in Subpart B of this part applies according to its terms to motor vehicles manufactured after the effective date indicated.

(b) *Military vehicles.* This part does not apply to manufacturers of vehicles sold directly to the Armed Forces of the United States in conformity with contractual specifications.

(c) *Export.* This part does not apply to a motor vehicle intended solely for export and so labeled or tagged.

(d) *Import.* This part does not apply to importers of motor vehicles for purposes other than resale.

§ 575.5 Separability.

If any section established in this part or its application to any person or circumstances is held invalid, the remainder of the part and the application of that section to other persons or circumstances is not affected thereby.

§ 575.6 Requirements.

(a) At the time a motor vehicle is delivered to the first purchaser for purposes other than resale, the manufacturer of that vehicle shall provide to that purchaser, in writing and in the English language, the information specified in Subpart B of this part that is applicable to that vehicle. The document provided with a vehicle may contain more than one table, but the document must clearly and unconditionally indicate which of the

tables applies to the vehicle with which it is provided.

Example 1: Manufacturer X furnishes a document containing several tables, which apply to various groups of vehicles that it produces. The document contains the following notation on its front page: "The information that applies to this vehicle is contained in Table 5." The notation satisfies the requirement.

Example 2: Manufacturer Y furnishes a document containing several tables as in Example 1, with the following notation on its front page:

"Information applies as follows:
Model P, 6-cylinder engine—Table 1.
Model P, 8-cylinder engine—Table 2.
Model Q—Table 3."

The notation does not satisfy the requirement, since it is conditioned on the model or the equipment of the vehicle with which the document is furnished, and therefore additional information is required to select the proper table.

(b) Every manufacturer of motor vehicles shall provide for examination by prospective purchasers, at each location where its vehicles are offered for sale by a person with whom the manufacturer has a contractual, proprietary, or other legal relationship, the information specified in Subpart B of this part that is applicable to each of the vehicles offered for sale at that location. With respect to newly introduced vehicles, the information shall be provided for examination by prospective purchasers not later than the day on which the manufacturer first authorizes those vehicles to be put on general public display and sold to consumers.

(c) Each manufacturer of motor vehicles shall submit to the Administrator 10 copies of the information specified in Subpart B of this part that is applicable to each of the manufacturer's vehicles offered for sale, at least 30 days before that information is first provided for examination by prospective purchasers pursuant to paragraph (b) of this section.

[F.R. Doc. 70-5234; Filed, Apr. 29, 1970; 8:45 a.m.]

Title 50—WILDLIFE AND FISHERIES

Chapter I—Bureau of Sport Fisheries and Wildlife, Fish and Wildlife Service, Department of the Interior

PART 32—HUNTING

Clarence Cannon National Wildlife Refuge, Mo.

The following special regulation is issued and is effective on date of publication in the FEDERAL REGISTER.

§ 32.22 Special regulations; upland game; for individual wildlife refuge areas.

MISSOURI

CLARENCE CANNON NATIONAL WILDLIFE REFUGE

Public hunting of squirrels on the Clarence Cannon National Wildlife Refuge is permitted only on the area designated by signs as open to hunting. This open area, comprising 3,746 acres, is delineated on a map available at the refuge headquarters and from the Regional Director, Bureau of Sport Fisheries and Wildlife, Federal Building, Fort Snelling, Twin Cities, Minn. 55111. Hunting shall be in accordance with all applicable State regulations concerning the hunting of squirrels subject to the following conditions:

(1) The open season for hunting squirrels on the refuge is from May 30, 1970 through September 30, 1970, inclusively.

The provision of this special regulation supplements the regulations which govern hunting on wildlife refuges generally, which are set forth in Title 50, Code of Federal Regulations, Part 32, and are effective through September 30, 1970.

JAMES F. GILLETT,
Refuge Manager, Clarence Cannon National Wildlife Refuge, Quincy, Ill.

APRIL 23, 1970.

[F.R. Doc. 70-5256; Filed, Apr. 29, 1970; 8:47 a.m.]

PART 32—HUNTING

Mingo National Wildlife Refuge, Mo.

The following special regulation is issued and is effective on date of publication in the FEDERAL REGISTER.

§ 32.22 Special regulations; upland game; for individual wildlife refuge areas.

MISSOURI

MINGO NATIONAL WILDLIFE REFUGE

The public hunting of squirrels on the Mingo National Wildlife Refuge, Mo., is permitted only on the area designated by signs as open to hunting. This open area, comprising 6,500 acres, is delineated on maps available at refuge headquarters, 1 mile north of Puxico, Mo., and from the Regional Director, Bureau of Sport Fisheries and Wildlife, Federal Building, Fort Snelling, Twin Cities, Minn. 55111. Hunting shall be in accordance with all applicable State regulations governing the hunting of squirrels subject to the following special conditions:

(1) The open season for hunting squirrels on the refuge extends from May 30 through September 30, 1970, inclusive.

(2) Squirrels can be taken with shotguns only.

(3) Hunters must register when entering the refuge and record kill when leaving.

The provisions of this special regulation supplement the regulations which govern hunting on wildlife refuge areas generally, which are set forth in Title 50, Code of Federal Regulations, Part 32, and are effective through September 30, 1970.

JOHN E. TOLL,
Refuge Manager, Mingo National Wildlife Refuge, Puxico, Mo.

APRIL 22, 1970.

[F.R. Doc. 70-5257; Filed, Apr. 29, 1970; 8:47 a.m.]

Proposed Rule Making

DEPARTMENT OF THE TREASURY

Internal Revenue Service

[26 CFR Part 1]

INCOME TAX

Public Utility Property; Election as to New Property Representing Growth in Capacity

Notice is hereby given that the regulations set forth in tentative form below are proposed to be prescribed by the Commissioner of Internal Revenue, with the approval of the Secretary of the Treasury or his delegate. Prior to the final adoption of such regulations, consideration will be given to any comments or suggestions pertaining thereto which are submitted in writing, preferably in quintuplicate, to the Commissioner of Internal Revenue, Attention: CC:LR:T, Washington, D.C. 20224, within the period of 15 days from the date of publication of this notice in the FEDERAL REGISTER. Any written comments or suggestions not specifically designated as confidential in accordance with 26 CFR 601.601(b) may be inspected by any person upon written request. The proposed regulations are to be issued under the authority contained in section 7805 of the Internal Revenue Code of 1954 (68A Stat. 917; 26 U.S.C. 7805).

[SEAL] WILLIAM H. SMITH,
Acting Commissioner of Internal Revenue.

In order to prescribe the manner in which the election provided by section 167(l)(4)(A) of the Internal Revenue Code of 1954, as added by section 441(a) of the Tax Reform Act of 1969 (83 Stat. 625), shall be made, the Income Tax Regulations (26 CFR Part 1) are amended by adding, immediately preceding § 1.168, the following new sections:

§ 1.167(l) Statutory provisions; depreciation; public utility property.

SEC. 167. *Depreciation*— * * *

(l) *Reasonable allowance in case of property of certain utilities*—(1) *Pre-1970 public utility property*—(A) *In general.* In the case of any pre-1970 public utility property, the term "reasonable allowance" as used in subsection (a) means an allowance computed under—

(i) A subsection (l) method, or

(ii) The applicable 1968 method for such property.

Except as provided in subparagraph (B), clause (ii) shall apply only if the taxpayer uses a normalization method of accounting.

(B) *Flow-through method of accounting in certain cases.* In the case of any pre-1970 public utility property, the taxpayer may use the applicable 1968 method for such property, if—

(i) The taxpayer used a flow-through method of accounting for such property for its July 1969 accounting period, or

(ii) The first accounting period with respect to such property is after the July 1969 accounting period, and the taxpayer used a flow-through method of accounting for its July 1969 accounting period for the property on the basis of which the applicable 1968 method for the property in question is established.

(2) *Post-1969 public utility property.* In the case of any post-1969 public utility property, the term "reasonable allowance" as used in subsection (a) means an allowance computed under—

(A) A subsection (l) method,

(B) A method otherwise allowable under this section if the taxpayer uses a normalization method of accounting, or

(C) The applicable 1968 method, if, with respect to its pre-1970 public utility property of the same (or similar) kind most recently placed in service, the taxpayer used a flow-through method of accounting for its July 1969 accounting period.

(3) *Definitions.* For purposes of this section—(A) *Public utility property.* The term "public utility property" means property used predominantly in the trade or business of the furnishing or sale of—

(i) Electrical energy, water, or sewage disposal services,

(ii) Gas or steam through a local distribution system,

(iii) Telephone services, or other communication services if furnished or sold by the Communications Satellite Corporation for purposes authorized by the Communications Satellite Act of 1962 (47 U.S.C. 701), or

(iv) Transportation of gas or steam by pipeline,

if the rates for such furnishing or sale, as the case may be, have been established or approved by a State or political subdivision thereof, by any agency or instrumentality of the United States, or by a public service or public utility commission or other similar body of any State or political subdivision thereof.

(B) *Pre-1970 public utility property.* The term "pre-1970 public utility property" means property which was public utility property in the hands of any person at any time before January 1, 1970.

(C) *Post-1969 public utility property.* The term "post-1969 public utility property" means any public utility property which is not pre-1970 public utility property.

(D) *Applicable 1968 method.* The term "applicable 1968 method" means, with respect to any public utility property—

(i) The method of depreciation used on a return with respect to such property for the latest taxable year for which a return was filed before August 1, 1969,

(ii) If clause (i) does not apply, the method used by the taxpayer on a return for the latest taxable year for which a return was filed before August 1, 1969, with respect to its public utility property of the same kind (or if there is no property of the same kind, property of the most similar kind) most recently placed in service, or

(iii) If neither clause (i) nor (ii) applies, a subsection (l) method.

In the case of any section 1250 property to which subsection (j) applies, the term "applicable 1968 method" means the method permitted under subsection (j) which is most nearly comparable to the applicable 1968 method determined under the preceding sentence.

(E) *Applicable 1968 method in certain cases.* If the taxpayer evidenced the intent to use a method of depreciation (other than its applicable 1968 method or a subsection (l) method) with respect to any public utility property in a timely application for change of accounting method filed before August 1, 1969, or in the computation of its tax expense for purposes of reflecting operating results in its regulated books of account for its July 1969 accounting period, such other method shall be deemed to be its applicable 1968 method with respect to such property and public utility property of the same (or similar) kind subsequently placed in service.

(F) *Subsection (l) method.* The term "subsection (l) method" means any method determined by the Secretary or his delegate to result in a reasonable allowance under subsection (a), other than (i) a declining balance method, (ii) the sum of the years-digits method, or (iii) any other method allowable solely by reason of the application of subsection (b)(4) or (j)(1)(C).

(G) *Normalization method of accounting.* In order to use a normalization method of accounting with respect to any public utility property—

(i) The taxpayer must use the same method of depreciation to compute both its tax expense and its depreciation expense for purposes of establishing its cost of service for ratemaking purposes and for reflecting operating results in its regulated books of account, and

(ii) If, to compute its allowance for depreciation under this section, it uses a method of depreciation other than the method it used for the purposes described in clause (i), the taxpayer must make adjustments to a reserve to reflect the deferral of taxes resulting from the use of such different methods of depreciation.

(H) *Flow-through method of accounting.* The taxpayer used a "flow-through method of accounting" with respect to any public utility property if it used the same method of depreciation (other than a subsection (l) method) to compute its allowance for depreciation under this section and to compute its tax expense for purposes of reflecting operating results in its regulated books of account.

(I) *July 1969 accounting period.* The term "July 1969 accounting peribd" means the taxpayer's latest accounting period ending before August 1, 1969, for which it computed its tax expense for purposes of reflecting operating results in its regulated books of account.

For purposes of this paragraph, different declining balance rates shall be treated as different methods of depreciation.

(4) *Special rules as to flow-through method*—(A) *Election as to new property representing growth in capacity.* If the taxpayer makes an election under this subparagraph within 180 days after the date of the enactment of this subparagraph in the manner prescribed by the Secretary or his delegate, in the case of taxable years beginning after December 31, 1970, paragraph (2)(C) shall not apply with respect to any post-1969 public utility property, to the extent that such property constitutes property which increases the productive or operational capacity of the taxpayer with respect to the goods or services described in paragraph (3)(A) and does not represent the replacement of existing capacity.

(B) *Certain pending applications for changes in method.* In applying paragraph (1)(B), the taxpayer shall be deemed to have used a flow-through method of accounting for its July 1969 accounting period with respect to any pre-1970 public utility property for which it filed a timely application for change of accounting method before August 1, 1969, if with respect to public utility property of the same (or similar) kind most recently placed in service, it used a flow-through method of accounting for its July 1969 accounting period.

(5) *Reorganizations, assets acquisitions, etc.* If by reason of a corporate reorganization, by reason of any other acquisition of the assets of one taxpayer by another taxpayer, by reason of the fact that any trade or business of the taxpayer is subject to ratemaking by more than one body, or by reason of other circumstances, the application of any provisions of this subsection to any public utility property does not carry out the purposes of this subsection, the Secretary or his delegate shall provide by regulations for the application of such provisions in a manner consistent with the purposes of this subsection.

[Sec. 167(l) as added by sec. 441(a), Tax Reform Act 1969 (83 Stat. 625)]

§ 1.167(l)–4 Public utility property; election as to post-1969 property representing growth in capacity.

(a) *In general.* Section 167(l)(2) prescribes the methods of depreciation which may be used by a taxpayer with respect to its post-1969 public utility property. Under section 167(l)(2) (A) and (B) the taxpayer may use a subsection (l) method of depreciation (as defined in section 167(l)(3)(F)) or any other method of depreciation which is otherwise allowable under section 167 if, in conjunction with the use of such other method, such taxpayer uses the normalization method of accounting (as defined in section 167(l)(3)(G)). Paragraph (2)(C) of section 167(l) permits a taxpayer which used the flow-through method of accounting for its July 1969 accounting period (as these terms are defined in section 167(l)(3)(H) and (I), respectively) to use its applicable 1968 method of depreciation with respect to certain property. Section 167(l)(3)(D) describes the term "applicable 1968 method". Accordingly, a regulatory agency is not precluded by section 167(l) from requiring such a taxpayer subject to its jurisdiction to continue to use the flow-through method of accounting unless the taxpayer makes the election pursuant to section 167(l)(4)(A) and this section. However, if such regulatory agency permits the taxpayer to change from the flow-through method of accounting, subsection (l)(2)(A) or (B) would apply and such taxpayer could, subject to the provisions of section 167(e) and the regulations thereunder (relating to change in method), use a subsection (l) method of depreciation or, if the taxpayer uses the normalization method of accounting, any other method of depreciation otherwise allowable under section 167.

(1) *Election.* Under subparagraph (A) of section 167(l)(4), if the taxpayer so elects, the provisions of paragraph (2)(C) of section 167(l) shall not apply to its qualified public utility property (as such term is described in paragraph (b) of this section). In such case the taxpayer making the election shall use a method of depreciation prescribed by section 167(l)(2)(A) or (B) with respect to such property.

(2) *Property to which election shall apply.* (i) Except as provided in subdivision (ii) of this subparagraph the election provided by section 167(l)(4)(A) shall apply to all of the qualified public utility property of the taxpayer.

(ii) In the event that the taxpayer wishes the election provided by section 167(l)(4)(A) to apply to only a portion of its qualified public utility property, it must clearly identify the property to be subject to the election in the statement of election described in paragraph (e) of this section. Where all property which performs a certain function is included within the election, the election shall apply to all future acquisitions of qualified public utility property which performs the same function. Where only certain property within a functional group of property is included within the election, the election shall apply only to property which is of the same kind as the included property.

(iii) The provisions of subdivision (ii) of this subparagraph may be illustrated by the following examples:

Example (1). Corporation *A*, an electric utility company, wishes to have the election provided by section 167(l)(4)(A) apply only with respect to its production plant. A statement that the election shall apply only with respect to production plant will be sufficient to include within the election all of the taxpayer's qualified production plant of any kind. All public utility property of the taxpayer other than production plant will not be subject to the election.

Example (2). Corporation *B*, an electric utility company, wishes to have the election provided by section 167(l)(4)(A) apply only with respect to nuclear production plant. A statement which clearly indicates that only nuclear production plant will be included in the election will be sufficient to exclude from the election all public utility property other than nuclear production plant.

(b) *Qualified public utility property.* (1) For purposes of this section the term "qualified public utility property" means post-1969 public utility property to the extent that such property constitutes property which increases the productive or operational capacity of the taxpayer with respect to the goods or services described in section 167(l)(3)(A) and does not represent the replacement of existing capacity. In the event that particular assets which are post-1969 public utility property both replace existing public utility property and increase the productive or operational capacity of the taxpayer, only that portion of each such asset which is properly allocable to increasing the productive or operational capacity of the taxpayer shall be qualified public utility property.

(2) A taxpayer which makes the election with respect to all of its post-1969 public utility property may determine the amount of its qualified public utility property by using the formula method described in paragraph (c) of this section or, where the taxpayer so chooses, it may use any other method based on engineering data which is satisfactory to the Commissioner. A taxpayer which chooses to include only a portion of its post-1969 public utility property in the election described in paragraph (a)(1) of this section shall use a method based on engineering data which is satisfactory to the Commissioner. If a taxpayer uses the formula method described in paragraph (c) of this section, it must continue to use such method with respect to additions made in subsequent taxable years. The taxpayer may change from an engineering method to the formula method described in paragraph (c) of this section by filing a statement described in paragraph (h) of this section if it could have used such formula method for the prior taxable year.

(3) A taxpayer which uses a method based on engineering data to determine the portion of its additions for a taxable year which constitutes qualified public utility property shall use, as the measure of its capacity for the taxable year during which such additions are placed in service, its maximum capacity as of January 1, 1970, adjusted upward for additions of qualified public utility property subject to the election placed in service after such date and before the first day of the taxable year during which the additions, with respect to which the computation is being made, are placed in service. For example, the number of units which increase capacity would be the number indicated in column 7 for a taxpayer with a maximum capacity of 5,000 units on January 1, 1970, which had the following additions and retirements:

1 Year	2 Additions	3 Retirements	4 Net additions	5 Adjusted capacity [1]	6 Actual capacity	7 Units of qualified additions [2]
1970	1000	700	300	5000	5300	300
1971	200	500	(300)	5300	5100	
1972	500	200	300	5300	5400	100
1973	400	800	(400)	5400	5000	
1974	600	400	200	5400	5200	
1975	800	300	500	5400	5700	300

[1] Capacity as of Jan. 1, 1970, plus amounts in column 7 for years prior to the year for which determination is being made.
[2] Column 6 minus column 5.

(c) *Formula method of determining amount of property subject to election—(1) In general.* The following formula method may be used to determine the amount of qualified public utility property:

Step 1. Find the total original cost to the taxpayer of additions of post-1969 public utility property with respect to which section 167(l)(2)(C) would apply if the election had not been made.

Step 2. Aggregate the original cost to the taxpayer of all retirements of public utility property with respect to which the flow-through method of accounting was being used.

Step 3. Subtract the figure reached in step 2 from the figure reached in step 1.

In the event that the figure reached in step 2 exceeds the figure reached in step 1 such excess shall be carried forward to the next taxable year and shall be aggregated with the original costs to the taxpayer of retirements for such taxable year.

(2) *Allocation of bases.* The amount of qualified public utility property as determined in accordance with the formula method described in subparagraph (1) of this paragraph shall be allocated to the basis for depreciation (as defined in section 167(g)) of each asset subject to the election using the following ratio:

$$\frac{\text{Amount of qualified additions (figure in step 3)}}{\text{Amount of total additions (figure in step 1)}} = \frac{\text{Qualified portion of basis of asset}}{\text{Total basis of asset}}$$

(d) *Examples.* The provisions of this section may be illustrated by the following examples:

Example (1). Corporation *A*, a telephone company subject to the jurisdiction of the Federal Communications Commission, elected, pursuant to the provisions of section 167(l)(4)(A) and this section, with respect to all of its qualified post-1969 public utility property to have the provisions of paragraph (2)(C) of section 167(l) not apply. In 1971 the Corporation added new underground cable with an original cost to it of $4 million to its underground cable account. In the same year it retired public utility property with an original cost to Corporation *A* of $1.5 million. The flow-through method of accounting was being used with respect to all of the retired property. Using the formula method described in paragraph (c) of this section, the amount of qualified underground cable would be determined as follows:

	Million
Step 1. Aggregate original cost of flow-through additions	$4.0
Step 2. Original cost of all flow-through retirements	1.5
Step 3. Figure reached in step 1 less figure reached in step 2	$2.5

The amount of qualified public utility property to which section 167(l)(2)(c) will not apply is $2.5 million.

Example (2). In 1972 Corporation *A* (the corporation described in example (1)) added underground cable with an original cost to it of $1 million. In the same year the original cost to the corporation of retirements of public utility property with respect to which the flow-through method of accounting was being used was $3 million. There were no other additions or retirements. The amount of qualified public utility property would be determined as follows:

	Million
Step 1. Aggregate original cost of flow-through additions	$1.0
Step 2. Original cost of all flow-through retirements	3.0
Step 3. Figure reached in step 1 less figure reached in step 2	$2.0

Since retirements of flow-through public utility property for the year 1972 exceeded additions made during such year, the excess retirements, $2 million, must be carried forward to be aggregated with retirements for 1973.

Example (3). Corporation *B*, a gas pipeline company subject to the jurisdiction of the Fedeal Power Commission, made the election provided by section 167(l)(4)(A) and this section. Corporation *B* chose to use an engineering data method of determining which property was subject to the election provided by this section. In 1970, the corporation replaced a portion of its pipeline which had a peak capacity on January 1, 1970, of 100,000 cubic feet (MCF) per day at a pressure of 14.73 pounds per square inch absolute (PSIA) with pipe with a capacity of 125,000 MCF per day at 14.73 PSIA. Assuming that there were no other additions or retirements, using an engineering data method one-fifth of the new pipeline would be property subject to the election of this section. Four-fifths of the new pipeline would be allocated to the replacement of previously existing capacity.

Example (4). In 1970 Corporation *C* (with the same characteristics as the corporation described in example (3)) extended its pipeline 5 miles further than it extended on January 1, 1970. Assuming that there were no other additions or retirements, the entire extension would be property subject to the eelction provided by this section since the new property did not replace existing capacity.

Example (5). As a result of a change of service areas between two corporations, in 1970 Corporation *D* (with the same characteristics as the corporation described in example (3)) retired a pipeline running north and south and replaced it with a pipeline of equal length and capacity running east and west. No part of the pipeline running east and west is property subject to the election since the new property merely replaced existing capacity.

(e) *Manner of making election.* The election described in paragraph (a) of this section shall be made by filing, in duplicate, with the Commissioner of Internal Revenue, Washington, D.C. 20224, Attention, T:I:E, a statement of such election.

(f) *Content of statement.* The statement described in paragraph (e) of this section shall indicate that an election is being made under section 167(l) of the Internal Revenue Code of 1954, and it shall contain the following information:

(1) The name, address, and taxpayer indentification number of the taxpayer.

(2) Whether the taxpayer will use the formula method of determining the amount of its qualified public utility property described in paragraph (c) of this section, or an engineering method, and

(3) Where the taxpayer wishes to include only a portion of its public utility property in the election pursuant to the provisions of paragraph (a)(2) of this section, a description sufficient to clearly identify the property to be included.

(g) *Time for making election.* The statement described in paragraph (e) of this section shall be filed not later than Monday, June 29, 1970.

(h) *Change of method of determining amount of qualified property.* Where a taxpayer which has elected pursuant to the provisions of section 167(l)(4)(A) wishes to change, pursuant to the provisions of paragraph (b)(2) of this section, from an engineering data method of determining which of its property is qualified public utility property to the formula method described in paragraph (c) of this section, it may do so by filing a statement to that effect at the time that it files its income tax return, with the district director or director of the regional service center, with whom the taxpayer's income tax return is required to be filed.

(i) *Revocability of election.* An election made under section 167(l) shall be irrevocable.

(j) *Effective date.* The election prescribed by section 167(l)(4)(A) and this section shall be effective for taxable years beginning after December 31, 1970.

[F.R. Doc. 70-5329; Filed, Apr. 29, 1970; 8:51 a.m.]

DEPARTMENT OF AGRICULTURE

Consumer and Marketing Service

[7 CFR Part 1030]

[Docket No. AO-361-A2]

MILK IN CHICAGO REGIONAL MARKETING AREA

Notice of Extension of Time for Filing Exceptions to Recommended Decision on Proposed Amendments to Tentative Marketing Agreement and to Order

Notice is hereby given that the time for filing exceptions to the recommended decision with respect to the proposed amendments to the tentative marketing agreement and to the order regulating the handling of milk in the Chicago Regional marketing area which was issued February 27, 1970 (35 F.R. 4064), is hereby extended to May 2, 1970.

The above notice of extension of time for filing exceptions is issued pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900).

Signed at Washington, D.C., on April 24, 1970.

JOHN C. BLUM,
Deputy Administrator,
Regulatory Programs.

[F.R. Doc. 70-5237; Filed, Apr. 29, 1970; 8:45 a.m.]

Notices

DEPARTMENT OF THE TREASURY

Bureau of Customs

WHOLE DRIED EGGS FROM HOLLAND

Withholding of Appraisement Notice

APRIL 21, 1970.

Information was received on February 10, 1969, that whole dried eggs from Holland were being sold at less than fair value within the meaning of the Antidumping Act, 1921, as amended (19 U.S.C. 160 et seq.) (referred to in this notice as "the Act"). This information was the subject of an "Antidumping Proceeding Notice," which was published in the FEDERAL REGISTER of June 26, 1969, on page 9902. The "Antidumping Proceeding Notice" indicated that there was evidence on record concerning injury to or likelihood of injury to or prevention of establishment of an industry in the United States.

Pursuant to section 201(b) of the Act (19 U.S.C. 160(b)) notice is hereby given that there are reasonable grounds to believe or suspect that the purchase price (section 203 of the Act; 19 U.S.C. 162) of such whole dried eggs from Holland is less, or likely to be less, than the foreign market value (section 205 of the Act; 19 U.S.C. 164).

Customs officers are being directed to withhold appraisement of whole dried eggs from Holland in accordance with § 53.48, Customs Regulations (19 CFR 53.48).

In accordance with §§ 53.32(b) and 53.37, Customs Regulations (19 CFR 53.32(b), 53.37), interested parties may present written views or arguments, or request in writing that the Secretary of the Treasury afford an opportunity to present oral views.

Any such written views or arguments, or requests should be addressed to the Commissioner of Customs, 2100 K Street NW., Washington, D.C. 20226, in time to be received by his office not later than 7 days from the date of publication of this notice in the FEDERAL REGISTER.

This notice, which is published pursuant to § 53.34(a), Customs Regulations, shall become effective upon publication in the FEDERAL REGISTER. It shall cease to be effective at the expiration of 3 months from the date of such publication, unless previously revoked.

[SEAL] EDWIN F. RAINS,
Acting Commissioner of Customs.

[F.R. Doc. 70-5242; Filed, Apr. 29, 1970; 8:46 a.m.]

Office of the Secretary

WHOLE DRIED EGGS FROM HOLLAND

Determination of Sales at Less Than Fair Value

APRIL 21, 1970.

Information was received on February 10, 1969, that whole dried eggs from Holland were being sold at less than fair value within the meaning of the Antidumping Act, 1921, as amended (19 U.S.C. 160 et seq.) (referred to in this notice as "the Act").

A "Withholding of Appraisement Notice" issued by the Commissioner of Customs is being published concurrently with this notice.

I hereby determine that whole dried eggs from Holland are being, or are likely to be, sold at less than fair value within the meaning of section 201(a) of the Act.

Statement of reasons. The information currently before the Bureau reveals that the proper basis of comparison is between purchase price and the third country price.

Purchase price was calculated by deducting ocean freight, marine insurance and the inland freight in the Netherlands from the c.i.f. price for exportation to the United States.

Third country price was based on the weighted-average price to other EEC countries. Adjustments were made to this price for inland freight and packing cost differential.

Comparison between purchase price and third country price revealed that third country price is higher than purchase price.

This determination is published pursuant to section 201(c) of the Act (19 U.S.C. 160(c)).

[SEAL] EUGENE T. ROSSIDES,
Assistant Secretary of the Treasury.

[F.R. Doc. 70-5241; Filed, Apr. 29, 1970; 8:46 a.m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[A 4728]

ARIZONA

Notice of Proposed Withdrawal and Reservation of Lands

The Bureau of Reclamation, Department of the Interior, has filed an application, Serial No. A 4728, for the withdrawal of public lands, as listed herein, from all forms of appropriation under the public land laws, including the General Mining laws, but not mineral leasing laws, subject to valid existing rights.

The Bureau of Reclamation desires these lands to be used for a right-of-way for the proposed Granite Reef Aqueduct, Central Arizona Project.

For a period of 30 days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their view in writing to the undersigned officer of the Bureau of Land Management, Department of the Interior, 3022 Federal Building, Phoenix, Ariz. 85025.

If circumstances warrant it, a public hearing will be held at a convenient time and place, which will be announced.

The determination of the Secretary on the application will be published in the FEDERAL REGISTER. A separate notice will be sent to each interested party of record.

The lands involved in this application are:

GILA AND SALT RIVER MERIDIAN, ARIZONA

T. 5 N., R. 2 E.,
Sec. 33, NE¼SW¼, S½SW¼, SE¼;
Sec. 34, SE¼NW¼, NW¼SW¼, S½SW¼, and SW¼SE¼.

The areas described aggregate approximately 480 acres in Maricopa County.

Dated: April 23, 1970.

FRED J. WEILER,
State Director.

[F.R. Doc. 70-5288; Filed, Apr. 29, 1970; 8:50 a.m.]

[S 2635-A]

CALIFORNIA

Notice of Proposed Classification of Public Lands for Multiple-Use Management

APRIL 22, 1970.

1. Pursuant to the Act of September 19, 1964 (78 Stat. 986; 43 U.S.C. 1411-18), and to the regulations in 43 CFR Parts 2410 and 2411, it is proposed to classify for multiple-use management the public lands in paragraph 3. As used herein, "public lands" means any lands withdrawn or reserved by Executive Order No. 6910 of November 26, 1934 (43 Stat. 1269, as amended, or within a grazing district established pursuant to the Act of June 28, 1934 (48 Stat. 1269), as amended, which are not otherwise withdrawn or reserved from a Federal use or purpose.

2. Publication of this notice has the effect of segregating all the public land described in paragraph 3 from appropriation only under the agricultural land laws (43 U.S.C., Chs. 7 and 9; 25 U.S.C. sec. 334) and from sale under section 2455 of the Revised Statutes (43 U.S.C. 1171). The lands shall remain open to all other applicable forms of appropriation, including the mining and mineral leasing laws.

3. The public lands involved are located within the following described areas in Mendocino and Sonoma Counties, Calif. These lands have been analyzed in detail and are described in documents and on maps available for inspection at the Ukiah District Office, Bureau of Land Management, 168 Washington Avenue, Ukiah, Calif. 95482.

MOUNT DIABLO MERIDIAN

MENDOCINO AND SONOMA COUNTIES

T. 10 N., R. 8 W.,
Secs. 30, 31, and 36.
T. 11 N., R. 9 W.,
Secs. 3, 4, and 9.
T. 9 N., R. 11 W.,
Secs. 7, 17, 18, 19, and 30.
T. 17 N., R. 11 W.,
Sec. 4.
T. 17 N., R. 12 W.,
Sec. 7.
T. 9 N., R. 12 W.,
Sec. 24.
T. 22 N., R. 12 W.,
Sec. 31.
T. 24 N., R. 12 W.,
Secs. 1, 11, 12, 14, and 20;
Secs. 2, Lots 1, 2, N½SE¼, SE¼SE¼;
Sec. 10, SE¼SE¼;
Secs. 15, Lots 1, 2, NE¼NE¼, SW¼NE¼.
T. 16 N., R. 13 W.,
Sec. 4.
T. 14 N., R. 14 W.,
Sec. 3, SE¼SW¼.
T. 15 N., R. 14 W.,
Sec. 34.
T. 22 N., R. 14 W.,
Secs. 4, 9, 21, and 22.
T. 24 N., R. 14 W.,
Secs. 12 and 18.
T. 12 N., R. 15 W.,
Sec. 20.
T. 14 N., R. 15 W.,
Sec. 32.
T. 13 N., R. 16 W.,
Secs. 1 and 22;
Sec. 9, NE¼NE¼.
T. 14 N., R. 16 W.,
Secs. 24 and 31.
T. 22 N., R. 17 W.,
Sec. 1.
T. 24 N., R. 19 W.,
Secs. 1, 2, and 10;
Sec. 3, portions of SW¼NE¼ and SW¼NW¼.

HUMBOLDT MERIDIAN

T. 5 S., R. 2 E.,
Secs. 25 and 26;
Sec. 28, SW¼NW¼;
Sec. 33, SW¼SW¼.
T. 5 S., R. 4 E.,
Secs. 25, 26, 27, 32, and 33.

The public lands proposed to be classified aggregate approximately 5,037.22 acres.

4. For the period of 60 days from the date of publication of this notice in the FEDERAL REGISTER, all persons who wish to submit comments, suggestions or objections in connection with the proposed classification may present their views in writing to the Ukiah District Manager, Bureau of Land Management, 168 Washington Avenue, Ukiah, Calif. 95482.

5. A hearing will be held if sufficient public interest is shown in this proposed classification.

For the State Director.

JOHN F. LANZ,
Ukiah District Manager.

[F.R. Doc. 70-5250; Filed, Apr. 29, 1970; 8:47 a.m.]

[S-856]

CALIFORNIA

Notice of Proposed Amendment to Final Classification of Public Land for Multiple-Use Management

The notice appearing in F.R. Doc. 67-15087, page 20988, of the issue of December 29, 1967, is proposed to be changed as follows:

Paragraph 4: Publication of this notice has the effect of proposing to change paragraph 4 to provide for additional segregation of the hereinafter described 650 acres of public lands, from all forms of appropriation under the public land laws, including the mining laws but not the mineral leasing laws:

MOUNT DIABLO MERIDIAN, CALIFORNIA

NEVADA COUNTY

All public lands in:
T. 17 N., R. 8 E.,
Sec. 24, N½N½, SE¼NE¼, and S½NW¼.
T. 17 N., R. 9 E.,
Sec. 19, SW¼;
Sec. 20, N½NW¼NE¼;
Sec. 30, N½N½, W½E½SW¼NW¼, and W½SW¼NW¼.

All the above lands are found to have high recreational values and require the protection afforded by the above segregations. Extension of the South Yuba Trail is planned over and adjacent to the above lands.

Public comments and the record of public participation is available for inspection in the Folsom District Office, 63 Natoma Street, Folsom, Calif. 95630.

For a period of 60 days from the date of publication of this notice of proposed amendment in the FEDERAL REGISTER, all persons who wish to submit comments, suggestions, or objections in connection with the proposed segregation may present their views in writing to the Folsom District Manager.

A public hearing will be held if sufficient interest is shown.

For the State Director.

DELMAR D. VAIL,
District Manager.

[F.R. Doc. 70-5251; Filed, Apr. 29, 1970; 8:47 a.m.]

[C-9504]

COLORADO

Notice of Proposed Classification of Public Lands

APRIL 21, 1970.

F.R. Doc. 70-4307 appearing in the issue for Thursday, April 9, 1970 at page 5830 is hereby amended as follows:

Sixth Principal Meridian, Colorado, T. 9 S., R. 94 W., sec. 18, lot 1, SE¼NE¼, SE¼SW¼, SW¼SE¼, is amended to read lot 1, SE¼NE¼, NE¼SW¼, and NW¼SE¼.

J. ELLIOTT HALL,
Acting State Director.

[F.R. Doc. 70-5229; Filed, Apr. 29, 1970; 8:45 a.m.]

[C-9504]

COLORADO

Notice of Proposed Classification of Public Lands; Correction

APRIL 21, 1970.

F.R. Doc. 70-4308 appearing in the issue for Thursday, April 9, 1970 at page 5830 is hereby corrected as follows:

Sixth Principal Meridian, Colorado, T. 9 S., R. 93 W., sec. 14, SE¼, SE¼ should read SE¼SE¼.

J. ELLIOTT HALL,
Acting State Director.

[F.R. Doc. 70-5228; Filed, Apr. 29, 1970; 8:45 a.m.]

IDAHO

Notice of Filing of Plat of Survey; Filing Date Suspended

APRIL 24, 1970.

F.R. Doc. 70-3316, appearing on page 4767 of the issue for March 19, 1970, prescribed that certain plats of survey would be officially filed in the Land Office, Boise, Idaho, effective at 10 a.m. on April 22, 1970.

The official filing date, as to the following described lands only, is herewith suspended until further notice:

BOISE MERIDIAN, IDAHO

T. 7 N., R. 39 E.,
Sec. 24, lots 5 and 6;
Sec. 25, lots 5 to 7, inclusive;
Sec. 26, lots 8 to 19, inclusive;
Sec. 27, lot 2;
Sec. 34, lots 10 to 17, inclusive;
Sec. 35, lot 2.

ORVAL G. HADLEY,
Manager, Land Office.

[F.R. Doc. 70-5230; Filed, Apr. 29, 1970; 8:45 a.m.]

[Serial No. N-44]

NEVADA

Notice of Public Sale

APRIL 22, 1970.

Under the provisions of the Public Land Sale Act of September 19, 1964 (78 Stat. 988, 43 U.S.C. 1421-1427), 43 CFR Subpart 2243, a tract of land will be offered to the highest bidder at a sale to be held at 1 p.m., local time, on Tuesday, June 9, 1970, at the Elko District Office, Bureau of Land Management, 2002 Idaho Street, Elko, Nev. 89801. The land is described as follows:

MOUNT DIABLO MERIDIAN

T. 34 N., R. 55 E.,
Sec. 30, lot 1.

The area described contains 44.57 acres. The appraised value of the tract is $4,500, and the publication costs to be assessed are estimated at $12.

The land will be sold subject to all valid existing rights. Reservations will be made to the United States for rights-of-way for ditches and canals in accordance with the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945). All minerals are to be reserved to the United States and withdrawn from appropriation under the public land laws, including the general mining laws.

Bids may be made by a principal or his agent, either at the sale, or by mail. An agent must be prepared to establish the eligibility of his principal. Eligible purchasers are (1) any individual (other than an employee, or the spouse of an employee, of the Department of the Interior) who is a citizen or otherwise a national of the United States, or who has declared his intention to become a citizen, aged 21 years or more; (2) any partnership or association, each of the members of which is an eligible purchaser, or (3) any corporation organized under the laws of the United States, or any State thereof, authorized to hold title to real property in Nevada.

Bids must be for all the land in the parcel. A bid for less than the appraised value of the land is unacceptable. Bids sent by mail will be considered only if received by the Elko District Office, Bureau of Land Management, 2002 Idaho Street, Elko, Nev. 89801, prior to 4 p.m., on Monday, June 8, 1970.

Bids made prior to the public auction must be in sealed envelopes, and accompanied by certified checks, postal money orders, bank drafts, or cashier's checks, payable to the Bureau of Land Management, for the full amount of the bid plus estimated publication costs, and by a certification of eligibility, defined in the preceding paragraph. The envelope must show the sale number and date of sale in the lower left-hand corner: "Public Sale Bid, Sale N-44, June 9, 1970".

The authorized officer shall publicly declare the highest qualifying sealed bid received. Oral bids shall then be invited in specified increments. After oral bids, if any, are received, the authorized officer shall declare the high bid. A successful oral bidder must submit a guaranteed remittance, in full payment for the tract and cost of publication, before 3:30 p.m. of the day of the sale.

If no bids are received for the sale tract on Tuesday, June 9, 1970, the tract will be reoffered on the first Wednesday of subsequent months at 10 a.m., beginning July 1, 1970.

Any adverse claimants to the above described land should file their claims, or objections, with the undersigned before the time designated for sale.

The land described in this notice has been segregated from all forms of appropriation, including locations under the general mining laws, except for sale under this Act, from the date of notation of the proposed classification decision. Inquiries concerning this sale should be addressed to the Land Office Manager, Bureau of Land Management, Room 3008 Federal Building, 300 Booth Street, Reno, Nev. 89502, or to the District Manager, Bureau of Land Management, 2002 Idaho Street, Elko, Nev. 89801.

ROLLA E. CHANDLER,
Manager, Nevada Land Office.

[F.R. Doc. 70-5252; Filed, Apr. 29, 1970; 8:47 a.m.]

[New Mexico 10621]

NEW MEXICO

Notice of Classification; Correction

APRIL 24, 1970.

F.R. Doc. 70-4620 which appeared in the FEDERAL REGISTER issue of April 16, 1970, is hereby corrected as follows:

Change the title of the Notice from "Notice of Cancellation" to "Notice of Classification".

W. J. ANDERSON,
State Director.

[F.R. Doc. 70-5231; Filed, Apr. 29, 1970; 8:45 a.m.]

[Serial No. U8150]

UTAH

Notice of Proposed Classification of Public Lands for Multiple-Use Management

Pursuant to the Act of September 19, 1964 (78 Stat. 986; 43 U.S.C. 1411-18), and to the regulations in Title 43 CFR, Parts 2410 and 2411, it is proposed to classify for multiple-use management the public lands within the area described below. Publication of this notice has the effect of segregating the described lands from appropriation under the agricultural land laws (43 U.S.C., Parts 7 and 9; 25 U.S.C. Sec. 334), and from sales under section 2455 of the Revised Statutes as amended (43 U.S.C. 1171). The lands shall remain open to all other applicable forms of appropriation, including the mining and mineral leasing laws, except as described below. As used herein, "public lands" means any lands withdrawn or reserved by Executive Order No. 6910 of November 26, 1934 as amended, or within a grazing district established pursuant to the Act of June 28, 1934 (48 Stat. 1269), as amended, which are not otherwise withdrawn or reserved for a Federal use or purpose.

The lands proposed to be classified are those lands administered by the Bureau of Land Management within the following described areas in Uintah County and Daggett County, Utah:

SALT LAKE MERIDIAN, UTAH

The area bounded on the east by the Utah-Colorado State line; on the south by the rim of Diamond Mountain; on the west by the Ashley National Forest; and on the north by the crest of the watershed which drains north into Browns Park; excepting therefrom the following described tracts:

T. 2 S., R. 23 E., SLM,
Sec. 24, NE¼SW¼, N½SE¼.
T. 2 S., R. 24 E., SLM,
Sec. 19, lots 1, 2, and 3.

224.18 acres.

T. 1 S., R. 24 E., SLM,
Sec. 8, SW¼SW¼.

40 acres.

T. 1 S., R. 23 E., SLM,
Sec. 1, lots 3 and 4.

79.20 acres.

T. 1 S., R. 23 E., SLM,
Sec. 1, SW¼NE¼, S½NW¼, NW¼SE¼.

160 acres.

T. 1 N., R. 23 E., SLM,
Sec. 33, SW¼NE¼, NE¼SW¼, S½SW¼, W½SE¼.

240 acres.

T. 1 N., R. 23 E., SLM,
Sec. 20, NE¼NE¼.

40 acres.

T. 1 N., R. 23 E., SLM,
Sec. 19, SE¼SE¼;
Sec. 20, N½SW¼, SW¼SW¼;
Sec. 29, NW¼NW¼;
Sec. 30, NE¼NE¼.

240 acres.

T. 1 S., R. 23 E., SLM,
Sec. 8, SE¼SW¼.

40 acres.

T. 1 S., R. 23 E., SLM,
Sec. 22, SE¼SE¼;
Sec. 23, SE¼SW¼, SW¼SE¼;
Sec. 26, lot 1, NE¼NW¼, N½NE¼;
Sec. 27, E½NE¼.

358.04 acres.

T. 1 S., R. 23 E., SLM,
Sec. 24, NW¼NW¼.

40 acres.

T. 1 S., R. 24 E., SLM,
Sec. 19, SW¼NE¼.

40 acres.

T. 1 S., R. 24 E., SLM,
Sec. 12, W½SE¼, SE¼SW¼;
Sec. 13, NE¼NW¼.

160 acres.

Total 1661.42 acres.

The public lands here proposed for multiple-use classification aggregate approximately 47,500 acres.

The following public lands, of those here proposed for classification, are further segregated from all forms of appropriation, including the general mining laws but not the mineral leasing laws:

T. 1 S., R. 24 E., SLM,
Sec. 7, SE¼SW¼, SW¼SE¼ (Cow Hollow Recreation Site).

80 acres.

T. 1 S., R. 24 E., SLM,
Sec. 15, SW¼NW¼, NW¼SW¼ (Pot Creek Recreation Site).

80 acres.

T. 2 S., R. 25 E., SLM,
Sec. 13, SW¼NE¼ (Wild Mountain Overlook).

40 acres.

T. 2 S., R. 25 E., SLM,
Sec. 35, lots 3 and 4 (Jones Hole Campground).

84.83 acres.

Total 284.83 acres.

For a period of 60 days from date of publication of this notice in the FEDERAL

REGISTER, all persons who wish to submit comments, suggestions, or objections in connection with the proposed classification may present their views in writing to the District Manager, Bureau of Land Management, Post Office Box F, Vernal, Utah 84078, or to the State Director, Bureau of Land Management, Post Office Box 11505, Salt Lake City, Utah 84111.

Maps depicting these lands are on file and may be reviewed at the Bureau of Land Management district office at Vernal and the State office, 125 South State Street, Salt Lake City, Utah.

A public hearing on the proposed classification will be held on May 13, 1970, in the courtroom of the Uintah County Courthouse, Vernal, Utah, at 7:30 p.m.

EDWARD J. HOFFMAN,
Acting State Director.

[F.R. Doc. 70-5253; Filed, Apr. 29, 1970; 8:47 a.m.]

[OR 6079 (Wash.)]

WASHINGTON

Notice of Proposed Classification of Public Lands for Disposal by Exchange

APRIL 23, 1970.

1. Pursuant to section 2 of the Act of September 19, 1964 (43 U.S.C. 1412), notice is hereby given of a proposal to classify the following described lands in Douglas County, Wash., for disposal through exchange, under the Act of June 28, 1934, as amended (48 Stat. 1272; 43 U.S.C. 315g):

WILLAMETTE MERIDIAN

T. 23 N., R. 24 E.,
Sec. 1, lots 1, 2, 3, and 4, S½NE¼, S½NW¼, N½SW¼, SW¼SW¼, and NW¼SE¼;
Sec. 2, SE¼;
Sec. 10, W½;
Sec. 18, lot 4, SE¼SW¼, and E½SE¼;
Sec. 22, S½SW¼ and E½SE¼;
Sec. 24, SE¼SE¼;
Sec. 25, E½NE¼, SW¼NE¼, W½, and SE¼;
Sec. 30, SE¼;
Sec. 32, NE¼ and N½NW¼.
T. 24 N., R. 24 E.,
Sec. 24, N½SE¼;
Sec. 25, S½SE¼.
T. 23 N., R. 25 E.,
Sec. 4, lots 1, 2, 3, and 4, S½NE¼, S½NW¼, N½SW¼, and N½SE¼;
Sec. 5, lots 1 and 2, S½NE¼, SE¼NW¼, SW¼, and SE¼;
Sec. 6, lots 2, 3, 4, and 7, NE¼SW¼, and SE¼SE¼;
Sec. 8, N½;
Sec. 19, lots 3 and 4, and NE¼SW¼.
T. 24 N., R. 25 E.,
Sec. 4, lot 2, S½NE¼, and N½SE¼;
Sec. 9, SE¼NW¼, and NE¼SW¼;
Sec. 19, lots 3 and 4;
Sec. 20, NE¼, E½NW¼, and SW¼;
Sec. 21, E½NE¼, SW¼NE¼, and NW¼NW¼;
Sec. 29, W½NW¼, NW¼SW¼, and SE¼SE¼;
Sec. 30, lot 4, E½NE¼, and E½SE¼;
Sec. 31, lot 3, E½NE¼, SW¼SE¼, and NE¼SE¼;
Sec. 32, E½;
Sec. 33, W½NE¼, SW¼, and SW¼SE¼.
T. 25 N., R. 25 E.,
Sec. 21, SE¼SE¼;
Sec. 22, SE¼NE¼, NE¼NW¼, SW¼NW¼, and W½SE¼;
Sec. 23, SW¼NW¼;
Sec. 33, W½SE¼.

The area described aggregates 6,578.45 acres.

2. Publication of this notice will segregate the lands from all forms of disposal under the public land laws, including the mining laws, except as to applications under section 8 of the Taylor Grazing Act (38 Stat. 1272) as amended.

3. Publication of this proposed classification will not alter the applicability of the public land laws governing the use of the lands under lease, license, or permit, or governing the disposal of their mineral and vegetative resources, other than under the mining laws,

4. For a period of 30 days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed classification may present their views in writing to the District Manager, Bureau of Land Management, Room 551, U.S. Courthouse, Spokane, Wash. 99201. After considering all comments received, a hearing may be held if deemed necessary.

IRVING W. ANDERSON,
Acting State Director.

[F.R. Doc. 70-5232; Filed, Apr. 29, 1970; 8:45 a.m.]

[Wyoming 056654]

WYOMING

Notice of Termination of Proposed Withdrawal and Reservation of Lands

APRIL 21, 1970.

Notice of a Bureau of Reclamation application, Wyo. 056654, for withdrawal and reservation of lands for reclamation purposes in connection with the Seedskadee Reclamation Project, Wyo., was published as F.R. Doc. 59-8894 on page 8556 of the issue for October 22, 1959. The applicant agency has canceled its application insofar as it affects the following described lands:

SIXTH PRINCIPAL MERIDIAN

T. 24 N., R. 109 W.,
Sec. 17;
Sec. 18, lots 1 to 6, incl., and E½;
Sec. 19, E½;
Secs. 20, 21, 22, 26, 27, 28, and 29;
Sec. 30, E½;
Sec. 31, lots 7 to 12, incl., and E½;
Secs. 32 to 35, incl.;
Sec. 36, N½.
T. 24 N., R. 110 W.,
Sec. 12;
Sec. 13, N½;
Sec. 14, N½;
Sec. 15, N½;
Sec. 19, lots 1 to 12, incl., and E½;
Sec. 20;
Sec. 21, W½;
Sec. 27, SW¼;
Sec. 28, NW¼ and S½;
Sec. 29;
Sec. 30, lots 1 to 12, incl., and E½;
Sec. 31, lots 1 to 20, incl., and NE¼;
Sec. 32, lots 1 to 12, incl., and N½;
Sec. 33, lots 1 to 4, incl., N½ and N½S½;
Sec. 34, lots 1 to 4, incl., N½ and N½S½;
Sec. 35, lots 1 to 4, incl., N½ and N½S½;
Sec. 36, lots 1 to 4, incl., NW¼, and N½S½.
T. 24 N., R. 111 W.,
Sec. 19, NE¼;
Secs. 21, 22, and 23.
T. 25 N., R. 112 W.,
Sec. 4, NE¼, E½NW¼, and S½;
Sec. 5, lots 6, 7, and SW¼SE¼;
Sec. 6, lots 1 to 4, incl., E½ and E½W½;
Sec. 7, lots 1 to 4, incl., NE¼, E½W½, N½SE¼, and SW¼SE¼;
Sec. 8, NW¼NE¼, S½NE¼, and W½SE¼;
Sec. 18, lots 1 to 4, incl., W½E½, and E½W½;
Sec. 19, lots 1 to 4, incl., W½E½, E½W½, and SE¼SE¼;
Sec. 21, NE¼, N½NW¼, and SE¼NW¼;
Sec. 22, N½N½ and SW¼NW¼;
Sec. 30, lots 1, 2, 3, E½, E½NW¼, and NE¼SW¼;
Sec. 31, N½NE¼;
Sec. 32, lots 3, 4, N½, and N½SE¼;
Sec. 33, lots 1 to 4, incl., S½NE¼, NW¼, and N½S½.
T. 26 N., R. 112 W.,
Sec. 32, NW¼, N½SW¼, and SW¼SW¼;
Sec. 33, lots 1, 2, 3, 6, and 7, SE¼NE¼, and SE¼.
T. 24 N., R. 113 W.,
Sec. 1, lot 1.
T. 25 N., R. 113 W.,
Sec. 24, lots 1 to 4, incl., W½E½ and W½;
Sec. 25, lots 1 to 3, incl., W½NE¼, NW¼, N½SW¼, and NW¼SE¼.

The areas described aggregate approximately 26,618 acres. Therefore, pursuant to the regulations contained in 43 CFR Part 2311, such lands, at 10 a.m. on May 21, 1970, will be relieved of the segregative effect of the above-mentioned application.

DANIEL P. BAKER,
State Director.

[F.R. Doc. 70-5254; Filed, Apr. 29, 1970; 8:47 a.m.]

Bureau of Mines

ELECTRIC FACE EQUIPMENT

Listing

APRIL 21, 1970.

Statement of all electric face equipment under the Federal Coal Mine Health and Safety Act of 1969 (Public Law 91-173).

Section 305(a)(4) of the Federal Coal Mine Health and Safety Act of 1969 provides that each operator of a coal mine shall, within two months after the operative date of Title III of the Act, file with the Secretary a statement listing all electric face equipment by type and manufacturer being used by such operator in connection with mining operations in such mine as of the date of such filing, and stating whether such equipment is permissible and maintained in permissible condition or is nonpermissible on such date of filing, and if nonpermissible, whether such nonpermissible equipment has ever been rated as permissible, and such other information as the Secretary may require.

Section 509 of the Act provides that section 305(a)(4) shall become operative

90 days after the date of enactment of the Act. The Act was enacted on December 30, 1969. Section 305(a)(4) became operative on March 30, 1970. Accordingly, operators of coal mines subject to the Act must file statements on electric face equipment no later than May 30, 1970.

The information required shall be filed on Bureau of Mines Form No. 6–1496 entitled "Coal Operator's Electrical Survey" and Form 6–1496 Supplemental entitled "Operator's Survey of Electrical Face Equipment." An operator may obtain these forms from any Coal Mine Safety District Office or Subdistrict Office of the U.S. Bureau of Mines.

Separate forms shall be filed for each mine. Copies one and two of the completed form shall be filed with the Coal Mine District or Subdistrict Manager for the district in which the mine is located on or before May 30, 1970. An operator must list all electric face equipment being used by the operator at the mine as of the date of filing, all such equipment being repaired, and all standby electric equipment stored at or in the mine which the operator intends to use as face equipment. Failure to file a complete list of such equipment on or before May 30, 1970, will subject an operator to a penalty (Public Law 91–173, sec. 109(a)(1)).

NOTE: "Electric face equipment" means all electrically operated equipment taken into or used inby the last open crosscut of an entry or a room of a coal mine. Sections 75.506 and 75.506–1 of Part 75—Mandatory Safety Standards—Underground Coal Mines, Title 30, Code of Federal Regulations (35 F.R. 5237, 5238), deal with the permissibility of such equipment and with the requirements for maintenance in permissible condition.

WALTER J. HICKEL,
Secretary of the Interior.

APRIL 21, 1970.

[F.R. Doc. 70-5255; Filed, Apr. 29, 1970; 8:47 a.m.]

Office of the Secretary

ADMINISTRATOR, SOUTHWESTERN POWER ADMINISTRATION ET AL.

Adjustment of Salaries

APRIL 24, 1970.

Pursuant to the provisions of Public Law 91–231, the salaries of the Administrator, Southwestern Power Administration, the Governor of Guam, and the Governor of the Virgin Islands are adjusted to $35,505 per annum effective on the first day of the first pay period which begins on or after December 27, 1969.

LAWRENCE H. DUNN,
Assistant Secretary of the Interior.

[F.R. Doc. 70-5264; Filed, Apr. 29, 1970; 8:48 a.m.]

HOWARD A. BECK

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past 6 months:

(1) None; no change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of April 3, 1970.

Dated: April 3, 1970.

HOWARD A. BECK.

[F.R. Doc. 70-5258; Filed, Apr. 29, 1970; 8:47 a.m.]

C. R. BILBY

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past 6 months:

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of March 31, 1970.

Dated: March 31, 1970.

C. R. BILBY.

[F.R. Doc. 70-5259; Filed, Apr. 29, 1970; 8:47 a.m.]

JAMES S. BROADDUS

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past 6 months:

(1) None.
(2) None.
(3) None.
(4) None.

This statement is made as of March 28, 1970.

Dated: March 28, 1970.

JAMES S. BROADDUS.

[F.R. Doc. 70-5260; Filed, Apr. 29, 1970; 8:47 a.m.]

JOHN W. HIERONYMUS

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past 6 months:

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of March 30, 1970.

Dated: March 30, 1970.

J. W. HIERONYMUS.

[F.R. Doc. 70-5261; Filed, Apr. 29, 1970; 8:47 a.m.]

MAXWELL S. McKNIGHT

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past 6 months:

(1) None.
(2) None.
(3) None.
(4) None.

This statement is made as of April 26, 1970.

Dated: April 20, 1970.

MAXWELL S. MCKNIGHT.

[F.R. Doc. 70-5281; Filed, Apr. 29, 1970; 8:49 a.m.]

KENNETH I. SEWELL

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past 6 months:

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of April 1, 1970.

Dated: April 1, 1970.

K. I. SEWELL.

[F.R. Doc. 70-5262; Filed, Apr. 29, 1970; 8:47 a.m.]

E. F. TIMME

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past 6 months:

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of March 30, 1970.

Dated: March 30, 1970.

E. F. TIMME.

[F.R. Doc. 70-5263; Filed, Apr. 29, 1970; 8:47 a.m.]

DEPARTMENT OF AGRICULTURE

Agricultural Stabilization and Conservation Service

[Docket No. SH-285]

MAINLAND CANE SUGAR AREA

Notice of Hearing on Proportionate Shares for 1971 Crop

Notice is hereby given that the Secretary of Agriculture, acting pursuant to the Sugar Act of 1948, as amended, is preparing to conduct a public hearing to receive views and recommendations from all interested persons on the need for establishing proportionate shares for the 1971 sugarcane crop in the Mainland Cane Sugar Area (Louisiana and Florida). The hearing will be conducted at the Eden Roc Hotel, Miami Beach, Fla., on May 21, 1970, beginning at 1:30 p.m., e.d.t.

In accordance with the provisions of paragraph (1), subsection (b) of section 302 of the Sugar Act of 1948, as amended, the Secretary must determine for each crop year whether the production of sugar from any crop of sugarcane in the area will, in the absence of proportionate shares, be greater than the quantity needed to enable the area to meet its quota and provide a normal carryover inventory, as estimated by the Secretary for such area for the calendar year during which the larger part of the sugar from such crop normally would be marketed. Such determination may be made only after due notice and opportunity for an informal public hearing.

Views and recommendations are desired on all phases of the proportionate share program. They may be submitted in writing in triplicate, at the hearing, or may be mailed to the Director, Sugar Division, Agricultural Stabilization and Conservation Service, U.S. Department of Agriculture, Washington, D.C. 20250 so as to be received not later than June 15, 1970. Interested persons will be given the opportunity at the hearing to appear and submit orally data, views and arguments in regard to the establishment of proportionate shares.

All written submissions made pursuant to this notice will be made available for public inspection at such times and places and in a manner convenient to the public business (7 CFR 1.27(b)).

Signed at Washington, D.C., on April 24, 1970.

KENNETH E. FRICK,
Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 70-5236; Filed, Apr. 29, 1970; 8:45 a.m.]

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY ET AL.

Delegation of Authority With Respect to Fair Housing

SECTION A. *General authority with respect to fair housing.* The Assistant Secretary for Equal Opportunity and the Deputy Assistant Secretary for Equal Opportunity each is authorized to exercise the power and authority of the Secretary of Housing and Urban Development under title VIII (Fair Housing) of the Civil Rights Act of 1968, Public Law 90-284 (42 U.S.C. 3601-3619), except that the General Counsel or his designee shall approve the legality of the issuance of a subpena or an interrogatory under section 811 of the Act (42 U.S.C. 3611).

SEC. B. *Authority to issue rules and regulations.* The Assistant Secretary for Equal Opportunity is further authorized to issue such rules and regulations as may be necessary to carry out the power and authority delegated herein.

SEC. C. *Authority to redelegate.* The Assistant Secretary for Equal Opportunity is authorized to:

1. Redelegate to subordinate employees any of the authority delegated to him under section A except the authority to issue a subpena or an interrogatory under section 811 of the Act (42 U.S.C. 3611), and authorize further redelegation of authority to subordinate employees.

2. Redelegate to Regional Administrators and to Deputy Regional Administrators any of the authority delegated to him under section A except the authority to issue a subpena or an interrogatory under section 811 of the Act (42 U.S.C. 3611) and the authority to make studies and publish reports under section 808(e) of the Act (42 U.S.C. 3608(d)), and authorize successive redelegations of authority to subordinate employees.

SEC. D. *Supersedure.* This delegation of authority supersedes the delegation published at 34 F.R. 946, Jan. 22, 1969.

(Sec. 808(c), Public Law 90-284, 42 U.S.C. 3608(b); sec. 7(d), Department of HUD Act, 42 U.S.C. 3535(d))

Effective date. This delegation of authority shall be effective as of April 30, 1970.

RICHARD C. VAN DUSEN,
Under Secretary of Housing and Urban Development.

[F.R. Doc. 70-5300; Filed, Apr. 29, 1970; 8:51 a.m.]

REGIONAL ADMINISTRATORS AND DEPUTY REGIONAL ADMINISTRATORS

Redelegation of Authority With Respect to Fair Housing

SECTION A. *Authority with respect to fair housing.* Each Regional Administrator and each Deputy Regional Administrator of the Department of Housing and Urban Development is authorized to exercise the power and authority of the Secretary of Housing and Urban Development under title VIII (Fair Housing) of the Civil Rights Act of 1968, Public Law 90-284 (42 U.S.C. 3601-3619), except the authority to:

1. Issue a subpena or an interrogatory under section 811 of the Act (42 U.S.C. 3611).

2. Make studies and publish reports under section 808(c) of the Act (42 U.S.C. 3608(d)).

3. Issue rules and regulations.

SEC. B. *Authority to redelegate.* Each Regional Administrator is further authorized to redelegate to the Assistant Regional Administrator for Equal Opportunity any of the authority redelegated under section A, and authorize further redelegation of authority to subordinate employees.

SEC. C. *Supersedure.* This redelegation of authority supersedes the redelegation published at 34 F.R. 947, Jan. 22, 1969.

(Secretary's delegation effective Apr. 30, 1970, 35 F.R., Apr. 30, 1970)

Effective date. This redelegation of authority shall be effective as of April 30, 1970.

SAMUEL J. SIMMONS,
Assistant Secretary for Equal Opportunity.

[F.R. Doc. 70-5301; Filed, Apr. 29, 1970; 8:51 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-151]

UNIVERSITY OF ILLINOIS

Notice of Issuance of Amendment to Facility License

The Atomic Energy Commission ("the Commission") has issued, effective as of the date of issuance, Amendment No. 1 to Facility License No. R-115 dated July 22, 1969. The license presently authorizes the University of Illinois to possess, use and operate an Advanced TRIGA nuclear reactor facility located on its campus at Urbana, Ill., at power levels up to 1,500 kilowatts (thermal). The amendment authorizes the University of Illinois to receive, possess and use 2.6 kilograms of contained uranium-235 in TRIGA type fuel elements in connection with operation of a subcritical assembly in the Bulk Shielding Facility of the reactor.

By application dated February 18, 1970, the University of Illinois requested authorization to receive, possess and use the additional fuel elements for operation of the subcritical assembly. Facility License No. R-115 authorized operation of the subcritical assembly; however, it had not authorized the use of any specific amount of fuel in the subcritical assembly. This amendment authorizes the University to receive, possess and use the same amount of fuel in the subcritical

assembly as had been previously authorized in License No. R–69, which was terminated following dismantlement of the TRIGA Mark II reactor.

The Commission has found that the application for the amendment complies with the requirements of the Atomic Energy Act of 1954, as amended ("the Act"), and the Commission's regulations published in 10 CFR Chapter I. The Commission has made the findings required by the Act and the Commission's regulations which are set forth in the amendment, and has concluded that the issuance of the amendment will not be inimical to the common defense and security or to the health and safety of the public.

Within fifteen (15) days from the date of publication of the notice in the FEDERAL REGISTER, the applicant may file a request for a hearing and any person whose interest may be affected by this proceeding may file a petition for leave to intervene. Requests for a hearing and petitions to intervene shall be filed in accordance with the Commission's rules of practice in 10 CFR Part 2. If a request for a hearing or a petition for leave to intervene is filed within the time prescribed in this notice, the Commission will issue a notice of hearing or an appropriate order.

For further details with respect to this amendment, see (1) the licensee's application for license amendment dated February 18, 1970, and (2) the amendment to facility license, which are available for public inspection at the Commission's Public Document Room at 1717 H Street NW., Washington, D.C. Copies of the amendment may be obtained upon request addressed to the Atomic Energy Commission, Washington, D.C. 20545, Attention: Director, Division of Reactor Licensing.

Dated at Bethesda, Md., this 22d day of April 1970.

For the Atomic Energy Commission.

DUDLEY THOMPSON,
Acting Assistant Director for Reactor Operations, Division of Reactor Licensing.

[F.R. Doc. 70-5243; Filed, Apr. 29, 1970; 8:46 a.m.]

CIVIL AERONAUTICS BOARD

[Docket No. 21456]

AEROVIAS QUISQUEYANA, C. POR A.

Notice of Postponement of Hearing

At the request of counsel for Aerovias Quisqueyana, C. por A. and with the concurrence of Bureau Counsel, oral hearing now scheduled for May 5, 1970 is postponed until further notice of the examiner.

Dated at Washington, D.C., April 27, 1970.

[SEAL] JOHN E. FAULK,
Hearing Examiner.

[F.R. Doc. 70-5291; Filed, Apr. 29, 1970; 8:50 a.m.]

[Docket No. 21493; Order 70-4-127]

AIR TRANSPORT ASSOCIATION OF AMERICA

Order Regarding Baggage Weight Limitations

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 24th day of April 1970.

Pursuant to the provisions of section 412 of the Federal Aviation Act of 1958 and Part 261 of the Board's economic regulations, the Air Transport Association of America (ATA) has filed a baggage agreement on behalf of certain air carriers for Board approval.[1] This agreement was one of two agreements developed during meetings held on December 4, 1969, and January 13, 1970, respectively. Such meetings were authorized by the Board for a period of 90 days in Order 69-11-37, dated November 10, 1969. Notices of the meetings and minutes thereon have been filed with the Board, and a Board observer was present at both meetings.

The discussions held by the carriers were aimed at possible solutions to problems that had arisen as a result of the air transport industry's change in 1965 to the baggage piece concept.[2] The two agreements resulting from the discussions concerned first, a baggage weight limitation, and second, a separate agreement regarding a baggage piece limitation. While both agreements were circulated to all airlines, only the agreement concerning a baggage weight limitation was accepted and executed by the carriers.

The agreement under discussion here provides that each air carrier party will not accept for transportation as baggage any article weighing more than 70 pounds, other than such specifically described articles as sporting equipment, live animals in containers, duffel bags, sea bags or B–4 bags, cabin baggage, bass viols and cellos which are made subject to special tariff provisions governing their acceptance and carriage. Ten carriers[3] presently have a weight limitation of 70 pounds per piece of baggage provided for in their tariffs.[4] At the December 4, 1969, meeting several representatives expressed the view that it would be desirable to achieve industry standardization of a certain weight per piece of checked baggage in order to eliminate confusion in the minds of the traveling public and to assist airline personnel in the application of the rules.

Upon consideration of all relevant matters, the Board does not find Agreement CAB 21695 to be adverse to the public interest or in violation of the Act and will approve the agreement. A standard and uniform baggage weight limitation is believed to be desirable and in the public interest. In addition, the 70-pound weight limitation per piece of baggage appears to adequately cover the weight of travel necessities of the average passenger traveling within the United States and/or Canada.

The Board will condition its approval of the carriers' agreement to require the publication of appropriate tariffs.

Accordingly, pursuant to the Federal Aviation Act of 1958, and particularly sections 204(a), 412, and 414 thereof:

It is ordered, That:

Agreement CAB 21695 is approved, provided that the parties thereto file the provisions thereof in tariffs marked to expire with expiry of the agreement.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] HARRY J. ZINK,
Secretary.

[F.R. Doc. 70-5293; Filed, Apr. 29, 1970; 8:50 a.m.]

[1] The Agreement has been executed by the following carriers: Allegheny Airlines, Inc., American Airlines, Inc., Braniff Airways, Inc., Continental Air Lines, Inc., Delta Air Lines, Inc., Eastern Air Lines, Inc., Hawaiian Airlines, Inc., Los Angeles Airways, Inc., National Airlines, Inc., New York Airways, Inc., North Central Airlines, Inc., Northeast Airlines, Inc., Ozark Air Lines, Inc., Piedmont Aviation, Inc., San Francisco Helicopter Airlines, Inc., Southern Airways, Inc., Texas International Airlines, Inc., Trans World Airlines, Inc., United Air Lines, Inc., and Western Air Lines, Inc.

[2] The carriers cited instances where passengers had moved heavy commercial products as excess baggage at charges considerably below the applicable air freight rates.

[3] Air West, Aloha, Delta, Eastern, Hawaiian, National, North Central, Northeast, Ozark, and Piedmont.

[4] ATPI, Inc. Agent, Tariff CAB No. 117, Local and Joint Passenger Rules Tariff No. PR–5, Rule 65(b)(2) (j) and (k).

[Docket No. 21866; Order 70-4-130]

FRONTIER AIRLINES, INC.

Order of Investigation and Suspension

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 24th day of April 1970.

By tariff revision[1] marked to become effective April 26, 1970, Frontier Airlines, Inc. (Frontier), proposes to extend the application of its night coach fares from Phoenix, Ariz., during the period April 26 through October 24, 1970, to include the additional flight departure period of 8:15 p.m. through 9:14 p.m. Presently, these night coach fares apply between the hours of 9:15 p.m. and 4 a.m.

Western Air Lines, Inc. (Western), has filed a complaint requesting suspension and investigation. The complainant alleges that the proposal would contradict established Board policy applicable to night coach fares which requires the departure from origin and/or arrival at destination to be at an off-peak, relatively inconvenient time. The complainant states that the proposed 8:15 p.m. departure time cannot be deemed a great inconvenience and even with the time differential, the proposed arrival time of such flights in Denver at 10:45 p.m., is a respectable hour by any standard. Western submits that airlines live with time differentials on a permanent basis; that loss

[1] Revision to Airline Tariff Publishers, Inc., Agent, Tariff CAB No. 101 filed Mar. 24, 1970.

of 1 hour is not an undue hardship and should not present insuperable obstacles; and that it finds it difficult to believe that normal maintenance cannot be performed in the period of time which would be available and still permit effective utilization of the aircraft on the next day. Western also alleges that the proposal would severely hamper its schedule flexibility in the event additional flights are found necessary during the peak summer months since flights scheduled within an hour of Frontier's 8:15 p.m. departure would be less attractive and would suffer diversion.

In support of its filing, and in answer to the complaint, Frontier submits that the State of Arizona will not observe mountain daylight saving time between April 26 and October 24, 1970, and that for scheduling and operational purposes it will be necessary to make the proposed 1-hour adjustment; that its proposal is designed merely to permit continuation of a night coach fare which would have been effective under Frontier's existing tariff had the Arizona legislature elected to observe daylight saving time during the summer months; that such a mere change in the time standards by Arizona should not require a revision in fares otherwise found to be in conformity with the Board's coach policy; and that the flight involved presently departs at 9:20 p.m. and arrives at Denver at 10:50 p.m. and during the summer will continue to arrive at Denver at that time, with the departure from Phoenix being advanced to 8:20 p.m. Frontier alleges that its experience shows a serious decline in demand for service out of Phoenix to points such as Denver after 7:30 p.m.; that arrival time in Denver is relatively late, and that such flights do not make connections with the many points served through the Denver gateways; and that the flight in question must be operated in any event in order to return the aircraft to Frontier's main maintenance base at Denver and thus qualifies as a true added cost flight which warrants the off-peak fares. Frontier also alleges that because the late time of arrival of the flight continues unchanged, the prime deterrent to the use of that flight continues as at present.

Upon consideration of the tariff proposal, the complaint and answer thereto and other relevant matters, the Board finds that the proposal may be unjust, unreasonable, unjustly discriminatory, unduly preferential, unduly prejudicial, or otherwise unlawful. The Board further concludes that the tariff in question should be suspended pending investigation. This tariff proposal is already under investigation in the various phases of the Domestic Passenger-Fare Investigation, Docket 21866.

Frontier presently operates its night coach flights beginning at 9:15 p.m., which is 45 minutes ahead of the 10 p.m. time the Board has generally permitted as the earliest departure for such flights. The Board is not persuaded that the time period involved in Frontier's proposal is off-peak in nature and, for this reason, we would be disposed to permit deviation from the 10 p.m. standard to the extent proposed by Frontier only upon a showing of compelling reasons. In this regard, Frontier has acknowledged that the earlier departure time is not necessary to make connections at Denver, and has not specifically denied Western's allegation that there appears to be sufficient time to provide normal maintenance for the next day's operations.

Accordingly, pursuant to the Federal Aviation Act of 1958, and particularly sections 204(a), 403, 404, and 1002 thereof:

It is ordered, That:

1. Pending hearing and decision by the Board, the provisions of the exception in paragraph 2 under the caption "Application:" on 13th Revised Page 200–B of Airline Tariff Publishers, Inc., Agent's CAB No. 101 are suspended and their use deferred to and including July 24, 1970, unless otherwise ordered by the Board, and that no changes be made therein during the period of suspension except by order or special permission of the Board;

2. Except to the extent granted herein, the complaint of Western Air Lines, Inc., in Docket 22092 is hereby dismissed; and

3. Copies of this order be filed with the above named tariff and served upon Frontier Airlines, Inc., and Western Air Lines, Inc., which are hereby made parties to this proceeding.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] HARRY J. ZINK,
Secretary.

[F.R. Doc. 70–5294; Filed, Apr. 29, 1970; 8:50 a.m.]

[Docket No. 22118; Order 70–4–81]

HAWAIIAN SERVICE

Order of Investigation

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 16th day of April 1970.

The Board has decided to undertake a comprehensive review of the route structures of the two certificated air carriers, Hawaiian Airlines and Aloha Airlines, which provide interisland air service within the State of Hawaii.[1] Our aim is to explore possible changes in the operating authority of Hawaiian and Aloha in order to determine whether any such changes could restore these carriers to a state of financial health without substantial diminution in needed air service to the traveling public. We do not intend to consider the total cancellation of either carrier's certificate, nor will we consider applications by other persons for authority to provide air service in Hawaii. Rather, the focus of the proceeding will be on whether the overall public convenience and necessity will be better served by some reduction in the present all-enveloping level of competition between the two existing carriers.

Air transportation in Hawaii presents a unique set of circumstances. The major markets are interisland, and there is no competition whatever from surface modes of travel. Compared with either the mainland local service carriers or the Alaskan carriers, the Hawaiian carriers serve markets of a high average traffic density, which (despite the relatively short hauls involved) ought to permit profitable competitive operations with modern short-range jet equipment. Both carriers have been in a subsidy-free status since January 1, 1967.

Despite this, both carriers have reported substantial net losses during the 1967–69 period, and in calendar 1969 alone, Hawaiian reported a net loss of $1,488,000 and Aloha one of $2,750,000.[2] There is currently pending before the Board an investigation to determine whether Federal subsidy should again be awarded to either or both of these carriers, and also whether they should be permitted to raise their fares.[3] From the pleadings filed by the carriers in this and other proceedings presently pending, it appears that the financial situation of the carriers is approaching the acute stage. We cannot safely assume that the subsidy and fare case will supply the answer to the carriers' financial problems, and we would be derelict in our responsibilities under the Act if we failed to explore other possible avenues to a resolution of these problems.[4]

One conspicuous feature of the Hawaiian carriers' present problem is the persistently low average load factors—considerably below the break-even level—which they have been reporting for some time. This raises the question of whether the carriers have been consciously scheduling more flights than the available traffic will support, and if so, what forces have induced them to act in this manner.[5] One possibility which in our judgment deserves to be explored is that the carriers' present route structure leads them to engage in uneconomic levels of competition. Since September 1967 the two carriers have held iden-

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[1] Hawaiian inaugurated scheduled service in 1929, while Aloha (then known as Trans-Pacific) was certificated to provide competitive service in 1949.

[2] In 1968, Aloha reported a net loss of $1.7 million while Hawaiian reported a net profit of $176,000. In 1967, by contrast, Hawaiian reported a net loss of $1.1 million while Aloha had a net profit of $66,000.

[3] Dockets 20244 and 20336. In instituting the present investigation, we of course intimate no views as to the merits of any of the issues involved in the subsidy and fare case.

[4] On an earlier occasion when the carriers were reporting rapidly increasing losses, we took a course similar to that we are taking here. See Hawaiian Air Service Investigation, Order E–18585, July 13, 1962. (This earlier investigation was subsequently dismissed as a result of changed circumstances, Order E–20313, Dec. 27, 1963.)

[5] We note—again without intimating any view whatever as to the merits of the case—that the Bureau of Enforcement has docketed a complaint against Hawaiian and Aloha, Docket 21604, charging that their scheduling practices constitute an unfair or deceptive competitive practice.

tical authority,[6] and they in fact compete on equal terms in the great majority of the interisland markets.[7] It may be—we intimate no tentative conclusion on the matter—that the complete identity of the two carriers' authority (a situation which prevails nowhere else in the regulated air transport industry) has set in motion competitive forces which have led to a destructive level of competition, and that cutting back or restricting the authority of either or both carriers, so that their authority would no longer be identical, would lead to a healthier situation.

On the other hand, it may well be that voluntary action on the part of the carriers to tailor their schedules more closely to the available traffic volume would eliminate the problem of submarginal load factors, and with it the need for the present investigation. Absent such action, we see no alternative to going forward with an exploration in depth of the questions raised herein.

Accordingly, it is ordered, That:

1. An investigation be and it hereby is instituted in Docket 22118 to determine whether the public convenience and necessity require that the certificates of Hawaiian Airlines, Inc., and/or Aloha Airlines, Inc., should be altered, amended, modified, or suspended to reduce or eliminate uneconomic competition at those points in Hawaii which are now designated in the certificates of Hawaiian and Aloha to receive scheduled air service;

2. Hawaiian Airlines, Inc., and Aloha Airlines, Inc., be and they hereby are made parties to this proceeding; and

3. This order shall be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] HARRY J. ZINK,
Secretary.

[F.R. Doc. 70-5292; Filed, Apr. 29, 1970; 8:50 a.m.]

FEDERAL MARITIME COMMISSION

COMPANIA PERUANA DE VAPORES, S.A., AND PRUDENTIAL-GRACE LINES, INC.

Notice of Agreement Filed

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1405 I Street NW., Room 1202; or may inspect the agreement at the Field Offices located at New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments on such agreements, including requests for hearing, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C., 20573, within 20 days after publication of this notice in the FEDERAL REGISTER. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of agreement filed by:

David Simon, Esquire, Barrett, Knapp, Smith, and Schapiro, 26 Broadway, New York, N.Y. 10004.

Agreement No. 9849, between Compania Peruana de Vapores, S.A., and Prudential-Grace Lines, Inc., establishes a pooling arrangement between the parties on all cargo (except coal; explosives; ad valorem; refrigerated; livestock; mail; passengers' baggage and accompanied automobiles; bulk cargoes, such as grain, soda ash, and sulphate, carried in lots of more than 1,000 short tons per sailing; and bulk liquids, such as lubricating oil, tallow, and chemicals). The agreement covers southbound cargo carried under local bills of lading from U.S. Atlantic Coast ports to ports in Peru.

Compania Peruana de Vapores, S.A., shall provide a minimum of 24 sailings per year and Prudential-Grace Lines, Inc., shall provide a minimum of 48 sailings per year. Prudential-Grace Lines, Inc., shall be accorded the status of a Peruvian flag line with respect to the carriage of cargo in the foreign commerce of Peru. Compania Peruana de Vapores, S.A., has the right to participate equally with U.S. flag carriers in the carriage of government-controlled cargo moving from U.S. Atlantic Coast ports to ports in Peru. Prudential-Grace Lines, Inc., will support applications for waivers which shall place Peruvian flag vessels owned or operated by Compania Peruana de Vapores, S.A., on a basis of equal opportunity with Prudential-Grace Lines, Inc. vessels with respect to the carriage of such cargo.

The agreement shall remain in effect until December 31, 1973. It may be canceled by either party as of December 31, 1971, by 3 months' notice to the other party.

Dated: April 27, 1970.

By order of the Federal Maritime Commission.

FRANCIS C. HURNEY,
Secretary.

[F.R. Doc. 70-5285; Filed, Apr. 29, 1970; 8:49 a.m.]

DELTA STEAMSHIP LINES, INC., ET AL.

Notice of Agreement Filed

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1405 I Street NW., Room 1202; or may inspect the agreement at the Field Offices located at New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments on such agreements, including requests for hearing, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C. 20573, within 20 days after publication of this notice in the FEDERAL REGISTER. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of agreement filed by:

Thomas E. Stakem, Esquire, Macleay, Lynch, Bernhard and Gregg, Commonwealth Building, 1625 K Street NW., Washington, D.C. 20006.

Agreement No. 9848, between Delta Steamship Lines, Inc., as one party and, Companhia de Navegacao Lloyd Brasileiro and Navegacao Mercantil S. A. Navem, as the other party, establishes a pooling arrangement between the parties on all cargo, including any and all government controlled cargo (except dry and liquid cargo in bulk, mail, cargo of non-U.S. origin transshipped at a U.S. gulf port and cargo originating in the United States and transshipped via any Brazilian port to a destination port which is not a pool port as set forth in the agreement). The agreement covers the southbound trade from ports or points on the U.S. gulf coast from Brownsville, Tex., to Key West, Fla., inclusive, to all ports or points of the Brazilian coast between Recife and Paranagua, both inclusive.

[6] See Aloha-Hawaiian Certificate Amendment Proceeding, Orders E-25649/50, Sept. 7, 1967. Prior to that time, Hawaiian's authority was slightly broader than Aloha's.

[7] Aloha does not serve the Island of Lanai or Hana on the Island of Maui, the two smallest traffic-generating points in the State.

The parties will each maintain a minimum of 16 sailings during the 12-month pool period. The agreement also provides that the parties will act through appropriate channels of their respective Governments to assure that the legal and/or administrative regulations and practices in force in the United States and Brazil regarding the reservation and protection of cargo for their respective merchant marines are extended equally to both parties. It shall remain in effect for 3 years after approval.

Dated: April 27, 1970.

By order of the Federal Maritime Commission.

FRANCIS C. HURNEY,
Secretary.

[F.R. Doc. 70-5286; Filed, Apr. 29, 1970; 8:51 a.m.]

MOORE-McCORMACK LINES, INC., ET AL.

Notice of Agreement Filed

Notice is hereby given that the following agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916, as amended (39 Stat. 733, 75 Stat. 763, 46 U.S.C. 814).

Interested parties may inspect and obtain a copy of the agreement at the Washington office of the Federal Maritime Commission, 1405 I Street NW., Room 1202; or may inspect the agreement at the Field Offices located at New York, N.Y., New Orleans, La., and San Francisco, Calif. Comments on such agreements, including requests for hearing, may be submitted to the Secretary, Federal Maritime Commission, Washington, D.C. 20573, within 20 days after publication of this notice in the FEDERAL REGISTER. Any person desiring a hearing on the proposed agreement shall provide a clear and concise statement of the matters upon which they desire to adduce evidence. An allegation of discrimination or unfairness shall be accompanied by a statement describing the discrimination or unfairness with particularity. If a violation of the Act or detriment to the commerce of the United States is alleged, the statement shall set forth with particularity the acts and circumstances said to constitute such violation or detriment to commerce.

A copy of any such statement should also be forwarded to the party filing the agreement (as indicated hereinafter) and the statement should indicate that this has been done.

Notice of agreement filed by:

Thomas E. Stakem, Esquire, Macleay, Lynch, Bernhard and Gregg, Commonwealth Building, 1625 K Street NW., Washington, D.C. 20006.

Agreement No. 9847, between Moore-McCormack Lines Inc., as one party and Companhia de Navegacao Lloyd Brasileiro and Companhia de Navegacao Maritima Netumar S/A, as the other party, establishes a pooling arrangement between the parties on all cargo, including any and all government controlled cargo (except dry and liquid cargo in bulk, mail, cargo of non-U.S. origin transshipped at a U.S. Atlantic port and cargo originating in the United States and transshipped via any Brazilian port to a destination port which is not a pool port as set forth in the agreement). The agreement covers the southbound trade from any port on the U.S. Atlantic coast to the ports of Brazil, within the Fortaleza/Porto Alegre range, both inclusive.

The parties will each maintain a minimum of 32 sailings during the 12-month pool period. The agreement also provides that the parties will act through appropriate channels of their respective Governments to assure that the legal and/or administrative regulations and practices in force in the United States and Brazil regarding the reservation and protection of cargo for their respective merchant marines are extended equally to both parties. The agreement shall remain in effect for 3 years after approval.

Dated: April 27, 1970.

By order of the Federal Maritime Commission.

FRANCIS C. HURNEY,
Secretary.

[F.R. Doc. 70-5287; Filed, Apr. 29, 1970; 8:49 a.m.]

FEDERAL RESERVE SYSTEM

COMMERCIAL BANCORP, INC.

Notice of Application for Approval of Acquisition of Shares of Bank

Notice is hereby given that application has been made, pursuant to section 3(a) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)), by Commercial Bancorp, Inc., which is a bank holding company located in Miami, Fla., for prior approval by the Board of Governors of the acquisition by Applicant of 80 percent or more of the voting shares of The First State Bank of Lantana, Lantana, Fla.

Section 3(c) of the Act provides that the Board shall not approve:

(1) Any acquisition or merger or consolidation under section 3 which would result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States, or

(2) Any other proposed acquisition or merger or consolidation under section 3 whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless the Board finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

Section 3(c) further provides that, in every case, the Board shall take into consideration the financial and managerial resources and future prospects of the company or companies and the banks concerned, and the convenience and needs of the community to be served.

Not later than thirty (30) days after the publication of this notice in the FEDERAL REGISTER, comments and views regarding the proposed acquisition may be filed with the Board. Communications should be addressed to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551. The application may be inspected at the office of the Board of Governors or the Federal Reserve Bank of Atlanta.

By order of the Board of Governors, April 23, 1970.

[SEAL] KENNETH A. KENYON,
Deputy Secretary.

[F.R. Doc. 70-5249; Filed, Apr. 29, 1970; 8:46 a.m.]

SOUTHEAST BANCORPORATION, INC.

Notice of Application for Approval of Acquisition of Shares of Bank

Notice is hereby given that application has been made, pursuant to section 3(a) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)), by Southeast Bancorporation, Inc., which is a bank holding company located in Miami, Fla., for prior approval by the Board of Governors of the acquisition by Applicant of 80 percent or more of the voting shares of Indialantic Beach Bank, Indialantic, Fla.

Section 3(c) of the Act provides that the Board shall not approve:

(1) Any acquisition or merger or consolidation under section 3 which would result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States, or

(2) Any other proposed acquisition or merger or consolidation under section 3 whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless the Board finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

Section 3(c) further provides that, in every case, the Board shall take into consideration the financial and managerial resources and future prospects of the company or companies and the banks concerned, and the convenience and needs of the community to be served.

Not later than thirty (30) days after the publication of this notice in the FEDERAL REGISTER, comments and views regarding the proposed acquisition may be filed with the Board. Communications should be addressed to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551. The application may be inspected at the office of the Board of Governors or the Federal Reserve Bank of Atlanta.

By order of the Board of Governors, April 22, 1970.

[SEAL] KENNETH A. KENYON, *Deputy Secretary.*

[F.R. Doc. 70-5245; Filed, Apr. 29, 1970; 8:46 a.m.]

SOUTHEAST BANCORPORATION, INC.

Notice of Application for Approval of Acquisition of Shares of Bank

Notice is hereby given that application has been made, pursuant to section 3(a) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)), by Southeast Bancorporation, Inc., which is a bank holding company located in Miami, Fla., for prior approval by the Board of Governors of the acquisition by Applicant of 80 percent or more of the voting shares of First National Bank of Satellite Beach, Satellite Beach, Fla.

Section 3(c) of the Act provides that the Board shall not approve:

(1) Any acquisition or merger or consolidation under section 3 which would result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States, or

(2) Any other proposed acquisition or merger or consolidation under section 3 whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless the Board finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

Section 3(c) further provides that, in every case, the Board shall take into consideration the financial and managerial resources and future prospects of the company or companies and the banks concerned, and the convenience and needs of the community to be served.

Not later than thirty (30) days after the publication of this notice in the FEDERAL REGISTER, comments and views regarding the proposed acquisition may be filed with the Board. Communications should be addressed to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551. The application may be inspected at the office of the Board of Governors or the Federal Reserve Bank of Atlanta.

By order of the Board of Governors, April 22, 1970.

[SEAL] KENNETH A. KENYON, *Deputy Secretary.*

[F.R. Doc. 70-5246; Filed, Apr. 29, 1970; 8:46 a.m.]

SOUTHEAST BANCORPORATION, INC.

Notice of Application for Approval of Acquisition of Shares of Bank

Notice is hereby given that application has been made, pursuant to section 3(a) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)), by Southeast Bancorporation, Inc., which is a bank holding company located in Miami, Fla., for prior approval by the Board of Governors of the acquisition by Applicant of 80 percent or more of the voting shares of First National Bank of Eau Gallie, Melbourne, Fla.

Section 3(c) of the Act provides that the Board shall not approve:

(1) Any acquisition or merger or consolidation under section 3 which would result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States, or

(2) Any other proposed acquisition or merger or consolidation under section 3 whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless the Board finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

Section 3(c) further provides that, in every case, the Board shall take into consideration the financial and managerial resources and future prospects of the company or companies and the banks concerned, and the convenience and needs of the community to be served.

Not later than thirty (30) days after the publication of this notice in the FEDERAL REGISTER, comments and views regarding the proposed acquisition may be filed with the Board. Communications should be addressed to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551. The application may be inspected at the office of the Board of Governors or the Federal Reserve Bank of Atlanta.

By order of the Board of Governors, April 22, 1970.

[SEAL] KENNETH A. KENYON, *Deputy Secretary.*

[F.R. Doc. 70-5247; Filed, Apr. 29, 1970; 8:46 a.m.]

SOUTHEAST BANCORPORATION, INC.

Notice of Application for Approval of Acquisition of Shares of Bank

Notice is hereby given that application has been made, pursuant to section 3(a) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)) by Southeast Bancorporation, Inc., which is a bank holding company located in Miami, Fla., for prior approval by the Board of Governors of the acquisition by Applicant of 80 percent or more of the voting shares of Citizens Bank of Brevard, Melbourne, Fla.

Section 3(c) of the Act provides that the Board shall not approve:

(1) Any acquisition or merger or consolidation under section 3 which would result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States, or

(2) Any other proposed acquisition or merger or consolidation under section 3 whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless the Board finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

Section 3(c) further provides that, in every case, the Board shall take into consideration the financial and managerial resources and future prospects of the company or companies and the banks concerned, and the convenience and needs of the community to be served.

Not later than thirty (30) days after the publication of this notice in the FEDERAL REGISTER, comments and views regarding the proposed acquisition may be filed with the Board. Communications should be addressed to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551. The application may be inspected at the office of the Board of Governors or the Federal Reserve Bank of Atlanta.

By order of the Board of Governors, April 22, 1970.

[SEAL] KENNETH A. KENYON, *Deputy Secretary.*

[F.R. Doc. 70-5248; Filed, Apr. 29, 1970; 8:46 a.m.]

INTERAGENCY TEXTILE ADMINISTRATIVE COMMITTEE

CERTAIN COTTON TEXTILE PRODUCTS PRODUCED OR MANUFACTURED IN MALAYSIA

Entry or Withdrawal From Warehouse for Consumption

APRIL 27, 1970.

On February 27, 1970, the U.S. Government requested the Government of Malaysia to enter into consultations concerning exports to the United States of cotton textile products in part of Category 64 (tablecloths and napkins) produced or manufactured in Malaysia. In that request, the U.S. Government indicated the specific level at which it considered that exports in this part of the category from Malaysia should be restrained for the 12-month period beginning February 27, 1970, and extending through February 26, 1971. Since no solution has been mutually agreed upon the U.S. Government in furtherance of the objectives of, and under the terms of, the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962, including Article 3, paragraph 3 and Article 6(c) which relates to nonparticipants, is establishing restraints at the level indicated in that request for the 12-month

period beginning February 27, 1970, and extending through February 26, 1971. This restraint does not apply to cotton textile products in that part of Category 64 (tablecloths and napkins), produced or manufactured in Malaysia and exported to the United States prior to the beginning of the designated 12-month period.

There is published below a letter of April 27, 1970, from the Chairman of the President's Cabinet Textile Advisory Committee to the Commissioner of Customs, directing that the amount of cotton textile products in part of Category 64 (tablecloths and napkins), produced or manufactured in Malaysia, which may be entered or withdrawn for consumption in the United States for the 12-month period beginning February 27, 1970, be limited to the designated level.

STANLEY NEHMER,
Chairman, Interagency Textile Administrative Committee, and Deputy Assistant Secretary for Resources.

SECRETARY OF COMMERCE

PRESIDENT'S CABINET TEXTILE ADVISORY COMMITTEE

COMMISSIONER OF CUSTOMS,
Department of the Treasury, Washington, D.C. 20226.

APRIL 27, 1970.

DEAR MR. COMMISSIONER: Under the terms of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962, including Article 6(c) thereof relating to nonparticipants, and in accordance with the procedures outlined in Executive Order 11052 of September 28, 1962, as amended by Executive Order 11214 of April 7, 1965, you are directed to prohibit, effective as soon as possible, and for the 12-month period beginning February 27, 1970, and extending through February 26, 1971, entry into the United States for consumption and withdrawal from warehouse for consumption, of cotton textile products in part of Category 64 [1] produced or manufactured in Malaysia, in excess of a level of restraint for the period of 74,000 pounds.[2]

In carrying out this directive, entries of cotton textile products in this part of Category 64, produced or manufactured in Malaysia and which have been exported to the United States from Malaysia prior to February 27, 1970, shall not be subject to this directive.

Cotton textile products which have been released from the custody of the Bureau of Customs under the provisions of 19 U.S.C. 1448(b) prior to the effective date of this directive shall not be denied entry under this directive.

A detailed description of Category 64 in terms of T.S.U.S.A. numbers was published in the FEDERAL REGISTER on January 17, 1968 (33 F.R. 582), and amendments thereto on March 15, 1968 (33 F.R. 4600).

In carrying out the above directions, entry into the United States for consumption shall be construed to include entry for consumption into the Commonwealth of Puerto Rico.

The actions taken with respect to the Government of Malaysia and with respect to imports of cotton textiles and cotton textile products from Malaysia have been determined by the President's Cabinet Textile Advisory Committee to involve foreign affairs functions of the United States. Therefore, the directions to the Commissioner of Customs, being necessary to the implementation of such actions, fall within the foreign affairs exception to the notice provisions of 5 U.S.C. 553 (Supp. IV, 1965–68). This letter will be published in the FEDERAL REGISTER.

Sincerely yours,

ROCCO C. SICILIANO,
Acting Secretary of Commerce, Chairman, President's Cabinet Textile Advisory Committee.

[1] Only T.S.U.S.A. Nos.:
366.4500 366.4600 366.4700

[2] This level has not been adjusted to reflect any entries made on or after Feb. 27, 1970.

[F.R. Doc. 70-5282; Filed, Apr. 29, 1970; 8:49 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[70-4869]

CONSOLIDATED NATURAL GAS CO. ET AL.

APRIL 24, 1970.

Notice of Proposed Acquisition of Notes and Capital Stock of Subsidiary Companies, Open Account Advances to Subsidiary Companies, and Issue and Sale of Commercial Paper and Short-Term Notes to Banks

Notice is hereby given that Consolidated Natural Gas Co. (Consolidated), a registered holding company, and its subsidiary companies, Consolidated Gas Supply Corp. (Gas Supply), The East Ohio Gas Co. (East Ohio), The Peoples Natural Gas Company (Peoples), The River Gas Company (River), and West Ohio Gas Company (West Ohio), 30 Rockefeller Plaza, New York, N.Y. 10020, have filed an application-declaration with this Commission pursuant to the Public Utility Holding Company Act of 1935 (Act), designating sections 6(a), 6(b), 7, 9(a), 10, 12(b), and 12(f) of the Act and Rules 43, 45, and 50 promulgated thereunder as applicable to the proposed transactions. All interested persons are referred to the application-declaration, which is summarized below, for a complete statement of the proposed transactions.

Consolidated proposes to make loans aggregating up to $82 million to the subsidiary companies set forth below, for the purpose of financing capital expenditures. The proposed loans will be initially made in the form of open account advances, payable on or before December 31, 1970, and will bear interest at the lowest prime rate available to Consolidated in the City of New York on the date of the first advance to the respective subsidiary company. Consolidated plans to issue and sell debentures during 1970, and, following such sale, the open account advances outstanding to subsidiary companies at that time will be converted into long-term notes of such subsidiary companies, and, thereafter, Consolidated's loans to subsidiary companies in 1970 for construction will be evidenced by long-term notes of such subsidiary companies. The subsidiary companies propose to issue to Consolidated, and Consolidated proposes to acquire, such long-term notes, which will bear interest at a rate substantially equal to the effective cost of money to Consolidated through the issuance and sale of its debentures in 1970, in principal amounts set forth below. The long-term notes will be repaid in equal installments during the years 1975 to 1994, with the remaining notes to mature in 1995.

Consolidated also proposes to issue and sell up to $55 million of short-term notes to a group of banks during 1970. The names of said banks are to be filed by amendment. Such notes will bear interest at the prime commercial rate in effect from time to time at The Chase Manhattan Bank, with changes in the interest rate becoming effective on the business day following the corresponding change in the prime rate at that bank. Prepayments may be made in whole or in part, from time to time, upon 5 days' notice, without penalty or premium. The notes will mature not more than 12 months from the date of the first borrowing. The proceeds will be used to finance the seasonal increase in gas storage inventories of subsidiary companies.

Consolidated proposes to make open account advances to its subsidiary companies aggregating up to $55 million for gas storage inventories, payable not more than 12 months from the first advance to each such subsidiary company. The advances to subsidiary companies will bear interest at the same rate as the related borrowings by Consolidated and will be made in amounts as set forth below. Consolidated further proposes to make open account advances of $20 million on similar terms to subsidiary companies for the purpose of supplying them with working capital. The principal amounts of the open account advances are also set forth below.

Subsidiary company	Advances for construction purposes to be converted into long-term notes	Advances for seasonal increase in gas storage inventories	Advances for working capital requirements
Gas supply	$54,000,000	$31,000,000	$13,200,000
East Ohio	14,550,000	18,000,000	3,600,000
Peoples	11,250,000	6,000,000	2,700,000
West Ohio	1,950,000		500,000
River	250,000		
Total	82,000,000	55,000,000	20,000,000

Consolidated further proposes to acquire, and the subsidiary companies set forth below propose to issue and sell to Consolidated, from time to time during 1970, capital stock up to the following amounts at the par value thereof:

Subsidiary company	No. of shares	Aggregate par value
Gas Supply	49,000 ($100 par)	$4,900,000
Peoples	17,000 ($100 par)	1,700,000
Total		6,600,000

The proceeds derived from the proposed sale of stock will be used for construction purposes. The subsidiary companes' plant expenditures for the year 1970 are estimated at $48,270,000 for Gas Supply, $18,590,000 for East Ohio, $16,640,000 for Peoples, $480,000 for River, and $1,335,000 for West Ohio.

Consolidated requests, for the period commencing on the granting of this application-declaration and ending June 15, 1970, that the exemption from section 6(a) of the Act afforded to it by section 6(b) thereof, relating to the issue and sale of short-term notes, be increased from 5 percent to 16 percent to permit Consolidated to have outstanding at any one time up to $80 million principal amount of short-term notes. This increase would permit Consolidated to have outstanding up to $20 million of the commercial paper and/or bank notes described below plus $60 million of notes to banks previously authorized by the Commission (Holding Company Act Release No. 16090 (June 12, 1968)). Such previously-authorized bank notes are to be converted to long-term notes on June 15, 1970. Thereafter and until May 15, 1971, Consolidated requests that the 5 percent exemption of section 6(b) be raised to 9 percent to permit the commercial paper and/or bank notes described below.

Consolidated proposes to issue and sell commercial paper, in the form of short-term promissory notes payable to bearer, in the aggregate face amount not to exceed $50 million outstanding at any one time to a dealer in commercial paper from time to time up to May 15, 1971. Such commercial paper, together with the proposed bank borrowings described below, will not exceed $20 million until after June 15, 1970. The commercial paper will have varying maturities of not more than 270 days after the date of issue and will be issued and sold in varying denominations of not less than $50,000 and not more than $1 million directly to the dealer at a discount which will not be in excess of the discount rate per annum prevailing at the date of issuance for commercial paper of comparable quality and like maturities. Consolidated proposes to sell commercial paper only so long as the discount rate or the effective interest cost for such commercial paper does not exceed the equivalent cost of borrowings from commercial banks on the date of sale.

No commission or fee will be payable by Consolidated in connection with the issue and sale of such commercial paper notes. The dealer, as principal, will reoffer such notes at a discount not to exceed one-eighth of 1 percent per annum less than the prevailing discount rate to Consolidated. Such notes will be reoffered to not more than 200 identified and designated customers in a list (nonpublic) prepared in advance by the dealer. It is anticipated that the commercial paper will be held by customers to maturity; however, if any commercial paper is repurchased by the dealer, such paper will be reoffered to others in the group of 200 customers. The issue and sale of commercial paper is to provide up to $20 million for the making of working capital advances to subsidiary companies and up to $30 million for working capital requirements of Consolidated.

Consolidated proposes, to the extent that it becomes impracticable to issue commercial paper, to borrow, repay, and reborrow from commercial banks, from time to time up to May 15, 1971, an aggregate principal amount not to exceed $25 million outstanding at any one time, at the prime commercial rate of interest in effect on the date of each borrowing, upon the promissory note or notes of Consolidated having a maturity date not more than 90 days from the date of each borrowing, and with the right of prepayment in whole or in part at any time or from time to time without prior notice and without premium. The amount of commercial paper notes and notes payable to commercial banks will not collectively exceed $50 million outstanding at any one time. The issue and sale of such bank notes is subject to further order of the Commission upon receipt of an amendment supplying the names of the lending banks.

Consolidated also requests exemption from the competitive bidding requirements of Rule 50 with respect to the commercial paper, stating that such commercial paper will have maturities of 9 months or less, that current rates for commercial paper for prime borrowers, such as Consolidated, are published daily in financial publications, and that it is not practical to invite competitive bids for commercial paper. In addition, Consolidated proposes that the Rule 24 certificate of notification regarding the issue and sale of the commercial paper and the subsidiary company financing be filed on a quarterly basis.

The application-declaration states that the Public Service Commission of West Virginia has jurisdiction over the proposed long-term and short-term borrowings of Gas Supply and that the Public Utilities Commission of Ohio has jurisdiction over the long-term borrowings proposed by East Ohio, River, and West Ohio. It is further stated that the Pennsylvania Public Utility Commission has jurisdiction over the long-term borrowings proposed by Peoples and that no other State commission and no Federal commission, other than this Commission, has jurisdiction over the proposed transactions. The fees and expenses to be incurred in connection with the proposed transactions are estimated to not exceed $5,750, including $5,000 for service company charges, at cost. All of such fees and expenses to be paid by Consolidated.

Notice is further given that any interested person may, not later than May 14, 1970, request in writing that a hearing be held in respect of such matter, stating the nature of his interest, the reasons for such request, and the issues of fact or law raised by said application-declaration which he desires to controvert; or he may request that he be notified should the Commission order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request should be served personally or by mail (air mail if the person being served is located more than 500 miles from the point of mailing) upon the applicants-declarants at the above-stated address, and proof of service (by affidavit or, in case of an attorney at law, by certificate) should be filed with the request. At any time after said date, the application-declaration, as filed or as it may be amended, may be granted and permitted to become effective as provided in Rule 23 of the general rules and regulations promulgated under the Act, or the Commission may grant exemption from such rules as provided in Rules 20(a) and 100 thereof or take such other action as it may deem appropriate. Persons who request a hearing or advice as to whether a hearing is ordered will receive notice of further developments in this matter, including the date of the hearing (if ordered) and any postponements thereof.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 70-5271; Filed, Apr. 29, 1970; 8:48 a.m.]

[File No. 1-3421]

CONTINENTAL VENDING MACHINE CORP.

Order Suspending Trading

APRIL 24, 1970.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, 10 cents par value of Continental Vending Machine Corp., and the 6-percent convertible subordinated debentures due September 1, 1976, being traded otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to section 15(c)(5) of the Securities Exchange Act of 1934, that trading in such securities otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period April 27, 1970, through May 6, 1970, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 70-5272; Filed, Apr. 29, 1970; 8:48 a.m.]

[File No. 16-1-1]

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

Order for Public Proceedings and Notice of Hearing

APRIL 24, 1970.

I. The Commission's public official files disclose that:

A. The National Association of Securities Dealers, Inc., hereinafter referred to as "the Association", is a national securities association registered under section 15A of the Securities Exchange Act of 1934, hereinafter referred to as "the Act."

B. Pursuant to section 15A(i)(1) of the Act which provides:

> The rules of a registered securities association may provide that no member thereof shall deal with any nonmember broker-dealer * * * except at the same prices, for the same commissions or fees, and on the same terms and conditions as are by such member accorded to the general public.

the Association submitted to the Commission, as a part of its application for registration as a national securities association, on July 20, 1939, section 25 of Article III of its Rules of Fair Practice. Said section 25 provides in pertinent part:

> (a) No member shall deal with any nonmember broker or dealer except at the same prices, for the same commissions or fees, and on the same terms and conditions as are by such member accorded to the general public.
>
> (b) Without limiting the generality of the foregoing, no member shall:
>
> (1) in any transaction with any nonmember broker or dealer, allow or grant to such nonmember broker or dealer any selling concession, discount or other allowance allowed by such member to a member of a registered securities association and not allowed to a member of the general public;
>
> (2) join with any nonmember broker or dealer in any syndicate or group contemplating the distribution to the public of any issue of securities or any part thereof; or
>
> (3) sell any security to or buy any security from any nonmember broker or dealer except at the same price at which at the time of such transaction such member would buy or sell such security, as the case may be, from or to a person who is a member of the general public not engaged in the investment banking or securities business.

C. Said application for registration was granted by the Commission on August 7, 1939.

II. The Commission's correspondence files disclose that:

A. On April 2, 1968, the staff of the Commission sent to the Association a letter, a copy of which is attached hereto as Attachment 1,[1] requesting the Association's current views on certain situations involving the application by the Association of said section 25.

B. On or about March 21, 1969, the Association submitted a reply to the said April 2, 1968 letter detailing its position. A copy of said reply is attached hereto as Attachment 2.[1]

C. On February 17, 1970, the staff of the Commission sent a memorandum to the Association in response to the Association's March 21, 1969, letter, a copy of which is attached hereto as Attachment 3.[1]

D. The Commission has received no communication from the Association indicating that it has changed or modified the views expressed in the said March 21, 1969, letter.

III. In veiw of the foregoing the Commission deems it necessary and appropriate that public proceedings be instituted to determine:

(a) Whether, as contended by the Commission's staff (Attachment 3), the Association has improperly applied and/or construed the provisions of said section 25 of its rules and/or the authority granted to it under section 15A(i) of the Act; and

(b) If the Association has improperly construed or applied said rule or Act, what, if any, remedial action pursuant to section 15A(k) of the Act is necessary or appropriate to effectuate the purposes of the Act.

IV. *It is hereby ordered*, That a public hearing on the questions set forth in section III hereof be held at a time and place to be fixed and before a hearing examiner to be designated by further order as provided by Rule 6 of the Commission's rules of practice (17 CFR 201.6).

It is further ordered, That the NASD file an answer to the contentions made by the Commission's staff as contained in paragraph II(c) of this order for proceedings, within 15 days after service upon it of said order as provided by Rule 7 of the Commission's rules of practice (17 CFR 201.7).

If the NASD fails to file the directed answer or fails to appear at a hearing after being duly notified, it shall be deemed in default and the proceeding may be determined against it upon consideration of the order for proceedings.

The order shall be served upon the National Association of Securities Dealers, Inc., personally or by certified mail forthwith.

In the absence of an appropriate waiver, no officer or employee of the Commission engaged in the performance of investigative or prosecuting functions in this or any factually related proceeding will be permitted to participate or advise in the decision upon this matter, except as witness or counsel in proceedings held pursuant to notice.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 70-5273; Filed, Apr. 29, 1970; 8:48 a.m.]

[1] These documents are part of the record in this proceeding and are on file with the Office of Federal Register. Copies thereof may be obtained on request addressed to the Securities and Exchange Commission, Washington, D.C.

SMALL BUSINESS ADMINISTRATION

[License No. 02/03-0034]

CAPITAL FOR TECHNOLOGY CORP.

Notice of Approval of Application for Change in Ownership and Control of Licensed Small Business Investment Company

On March 31, 1970, the Small Business Administration (SBA) published a Notice of Application for Change in Ownership and Control of a Licensed Small Business Investment Company in the FEDERAL REGISTER (35 F.R. 5382).

Capital for Technology Corp. (Technology), 75 East 55th Street, New York, N.Y. 10022, a Federal Licensee under the Small Business Investment Act of 1958, as amended (15 U.S.C. 661 et seq.), requested SBA to approve a proposed change in its ownership and control. Such prior approval is required under § 107.701 of the SBA Regulations governing Small Business Investment Companies (33 F.R. 326, 13 CFR Part 107).

Technology has agreed to sell and Hartford Financial Corp. (Hartford), 777 Main Street, Hartford, Conn. 06115, has agreed to purchase authorized, unissued common stock of Technology in such amount or amounts that, upon completion of the sales contemplated, Hartford will own 49 percent of the common stock of Technology then issued and outstanding.

Interested persons were given until April 10, 1970, to submit their written comments to SBA. No comments were received.

Having considered the application and all other pertinent information and facts with regard thereto, SBA hereby approves the application for change in ownership and control of Capital for Technology Corp.

Dated: April 16, 1970.

A. H. SINGER,
Associate Administrator for Investment.

[F.R. Doc. 70-5267; Filed, Apr. 29, 1970; 8:48 a.m.]

MOTOR ENTERPRISES, INC.

Notice of Issuance of Federal License To Operate as Minority Enterprise Small Business Investment Company

Notice is hereby given that the Small Business Administration (SBA) has issued license No. 07/15-5024, dated April 13, 1970, to Motor Enterprises, Inc., located at 3044 West Grand Boulevard, Detroit, Mich. 48202, to operate as a minority enterprise small business investment company in the State of Michigan under the provisions of the Small Business Investment Act of 1958, as amended (15 U.S.C. 661 et seq.) (Act).

The Licensee, a wholly owned subsidiary of the General Motors Corp., has commenced operations with initial private capital of $250,000 and a commitment to increase the private capital to $1 million.

Dated: April 16, 1970.

A. H. SINGER,
Associate Administrator for Investment.

[F.R. Doc. 70-5266; Filed, Apr. 29, 1970; 8:48 a.m.]

[Delegation of Authority No. 30-F]

REGIONAL DIRECTOR, REGION I

Delegation of Authority To Conduct Program Activities in the Field Offices

Pursuant to the authority vested in the Administrator by the Small Business Act, 72 Stat. 384, as amended; the Small Business Investment Act of 1958, 72 Stat. 689, as amended; title IV of the Economic Opportunity Act of 1964, 78 Stat. 526, as amended; and the Disaster Relief Act of 1969, 83 Stat. 125, the following authority is hereby delegated:

I. *Regional Director, Region I*—A. *Financing program.* 1. To approve or decline business loans not exceeding $350,000 (SBA share) and economic opportunity loans not exceeding $25,000 (SBA share).

2. a. To approve or decline disaster direct and immediate participation loans up to the total SBA share of (1) $50,000 per household for repairs or replacement of the home and/or not to exceed an additional $10,000 allowable for household goods and personal items, but in no event may the money loaned for physical loss or damage exceed $55,000 for a single disaster on home loans, except for funds to refinance prior liens or mortgages, which may be approved in addition to the foregoing limits for amounts up to $50,000; and (2) $500,000 on disaster business loans (excluding displaced business loans), except to the extent of refinancing of a previous SBA disaster loan; and to approve disaster guaranteed loans up to $1 million, and to decline them in any amount.

b. To approve displaced business loans not exceeding $1 million (SBA share) and to decline them in any amount.

3. To enter into business, economic opportunity, and disaster loan participation agreements with banks.

4. To execute loan authorizations for Central Office approved loans and for loans approved under delegated authority, said execution to read as follows:

(Name), Administrator.

By _____
(Name)
Regional Director.

5. To cancel, reinstate, modify, and amend authorizations for business, economic opportunity, and disaster loans.

6. To extend the disbursement period on all loan authorizations or undisbursed portions of loans.

7. To approve service charges by participating banks not to exceed 2 percent per annum on the outstanding principal balance of construction loans and loans involving accounts receivable and inventory financing.

8. To establish disaster field offices upon receipt of advice of the designation of a disaster area; to advise on the making of disaster loans; to appoint as a processing representative any bank in the disaster area; and to close disaster field offices when no longer advisable to maintain such offices.

9. To approve or reject the request of an applicant to file for a disaster loan after the period for acceptance under the original disaster declaration, or extension thereof, has expired.

10. No authority is hereby delegated to declare the nonapplicability of eligibility limitations to a community emergency as set forth in § 120.2(e) of SBA Loan Policy Regulations.

B. *Community economic development program.* 1. To approve or decline section 501 State development company loans without dollar limitation and section 502 local development company loans up to $350,000 (SBA share).

2. To extend the disbursement period on sections 501 and 502 loan authorizations or undisbursed portions of sections 501 and 502 loans.

3. To execute sections 501 and 502 loan authorizations for Central Office approved loans and for loans approved under delegated authority, said execution to read as follows:

(Name), Administrator.

By _____
(Name)
Regional Director.

4. To cancel, reinstate, modify, and amend authorizations for sections 501 and 502 loans.

5. To enter into section 502 loan participation agreements with banks.

6. To approve or decline applications for the direct guarantee of payment of rent not to exceed $1 million.

7. To issue and modify commitment letters, said issuance to read as follows:

(Name), Administrator,

By _____
(Name)
Regional Director.

8. To disburse approved EDA Loans, as authorized.

C. *Loan administration program.* 1. To take all necessary actions in connection with the administration, servicing, collection, and liquidation of all loans, with the exception of those loans classified as in litigation; and to do and perform and to assent to the doing and performance of, all and every act and thing requisite and proper to effectuate the granted powers, including without limiting the generality of the foregoing.

a. The assignment, endorsement, transfer and delivery (but in all cases without representation, recourse, or warranty) of notes, claims, bonds, debentures, mortgages, deeds of trust, contracts, patents and applications therefor, licenses, certificates of stock and of deposit, and any other liens, powers, rights, charges on and interest in or to property of any kind, legal and equitable, now or hereafter held by the Small Business Administration or its Administrator, except as to loans classified as in litigation.

b. The execution and delivery of contracts of sale or of lease or sublease, quitclaim, bargain and sale of special warranty deeds, bills of sale, leases, subleases, assignments, subordinations, releases (in whole or part) of liens, satisfaction pieces, affidavits, and such other instruments in writing as may be appropriate and necessary to effectuate the foregoing, except as to loans classified as in litigation.

c. The approval of bank applications for use of liquidity privilege under the loan guaranty plan.

d. To advertise regarding the public sale of (a) collateral in connection with the nonjudicial liquidation of loans, and (b) acquired property.

e. Except: (a) To sell any primary obligation or other evidence of indebtedness owed to the Agency for a sum less than the total amount due thereon; and (b) to deny liability of the Small Business Administration under the terms of a participation or guaranty agreement, or the assertion of a claim for recovery from a participating bank under any alleged violation of a participation or guaranty agreement.

2. To take all necessary action in liquidating Economic Development Administration (EDA) loans which are not classified as in litigation and acquired collateral, when and as authorized by EDA.

3. To service claims arising under all lease insurance policies issued in the region, approving the payment, or recommending denial of such claims.

4. To take all actions necessary to mitigate losses from lease guarantees.

D. *Procurement and management assistance program.* **1. To approve applications for Certificates of Competency up to but not exceeding $250,000 bid value received from small business concerns which are located within the geographical jurisdiction of his regional office, with the exception of referred cases.

**2. To deny an application for a Certificate of Competency when the regional director agrees with an adverse survey report as to production or credit, unless application for an SBA loan is being filed, which, if approved, might change the credit aspects of the case.

E. *Administrative.* 1. To purchase reproductions of loan documents, chargeable to the revolving fund, requested by U.S. attorneys in foreclosure cases.

2. To (a) purchase office supplies and equipment, including office machines and rent regular office equipment and furnishings; (b) contract for repair and maintenance of equipment and furnishings; (c) contract for services required in setting up and dismantling and moving SBA exhibits and; (d) issue Government bills of lading.

3. In connection with the establishment of disaster loan offices, to obligate Small Business Administration to reimburse General Services Administration for the rental of office space.

4. To rent motor vehicles from the General Services Administration and to rent garage space for the storage of such vehicles when not furnished by this Administration.

F. *Eligibility determination.* To determine eligibility of applicants for assistance under any program of the Agency, except the SBIC program, in accordance with Small Business Administration standards and policies.

G. *Size determinations.* To make initial size determinations in all cases within the meaning of the Small Business Size Standards Regulations, as amended,

and further, to make product classification decisions for financial assistance purposes only. Product classification decisions for procurement purposes are made by contracting officers.

H. *Legal services.* 1. To close and disburse approved SBA loans and rehabilitation loans for Department of Housing and Urban Development.

2. To close approved EDA loans, as authorized.

3. To approve, when requested, in advance of disbursement, conformed copies of notes and other closing documents; and certify to the participating bank that such documents are in compliance with the participation authorization.

4. To conduct all litigation activities, including SBIC matters, as assigned, and to take all action necessary in connection with the liquidation of all loans classified as in litigation; and to do and perform and to assent to the doing and performance of, all and every act and thing requisite and proper to effectuate the granted powers, including without limiting the generality of the foregoing.

a. The assignment, endorsement, transfer and delivery (but in all cases without representation, recourse, or warranty) of notes, claims, bonds, debentures, mortgages, deeds of trust, contracts, patents and applications therefor, licenses, certificates of stock and of deposit, and any other liens, powers, rights, charges on and interest in or to property of any kind, legal and equitable, now or hereafter held by the Small Business Administration or its Administrator, as to loans classified as in litigation.

b. The execution and delivery of contracts of sale or of lease or sublease, quitclaim, bargain and sale of special warranty deeds, bills of sale, leases, subleases, assignments, subordinations, releases (in whole or part) of liens, satisfaction pieces, affidavits, proofs of claim in bankruptcy or other estates, and such other instruments in writing as may be appropriate and necessary to effectuate the foregoing, as to loans classified as in litigation.

c. Except: (a) To sell any primary obligation or other evidence of indebtedness owed to the Agency for a sum less than the total amount due thereon; and (b) to deny liability of the Small Business Administration under the terms of a participation or guaranty agreement, or the assertion of a claim for recovery from a participating bank under any alleged violation of a participation or guaranty agreement.

5. To take all necessary action in liquidating Economic Development Administration (EDA) loans which are classified as in litigation, when and as authorized by EDA.

II. The specific authority in the subsections (except subsections I.D.1 and I.D.2) may be redelegated.

III. All authority delegated herein may be exercised by any Small Business Administration employee designated as acting regional director, Region I.

Effective date: May 4, 1970.

HILARY SANDOVAL, Jr.,
Administrator.

[F.R. Doc. 70-5270; Filed, Apr. 29, 1970; 8:48 a.m.]

[Declaration of Disaster Loan Area 762]

MISSISSIPPI

Declaration of Disaster Loan Area

Whereas, it has been reported that during the month of April 1970, because of the effects of certain disasters, damage resulted to residences and business property located in Alcorn County, Miss.

Whereas, the Small Business Administration has investigated and has received other reports of investigations of conditions in the area affected;

Whereas, after reading and evaluating reports of such conditions, I find that the conditions in such area constitute a catastrophe within the purview of the Small Business Act, as amended.

Now, therefore, as Administrator of the Small Business Administration, I hereby determine that:

1. Applications for disaster loans under the provisions of section 7(b)(1) of the Small Business Act, as amended, may be received and considered by the office below indicated from persons or firms whose property, situated in the aforesaid county, suffered damage or destruction resulting from tornado occurring on April 19, 1970.

OFFICE

Small Business Administration Regional Office, 245 East Capitol Street, Jackson, Miss. 39205.

2. A temporary office will be established at Corinth, Miss., address to be announced locally.

3. Applications for disaster loans under the authority of this declaration will not be accepted subsequent to October 31, 1970.

Dated: April 22, 1970.

HILARY SANDOVAL, Jr.,
Administrator.

[F.R. Doc. 70-5269; Filed, Apr. 29, 1970; 8:48 a.m.]

[Declaration of Disaster Loan Area 761]

SOUTH DAKOTA

Declaration of Disaster Loan Area

Whereas, it has been reported that during the month of April 1970, because of the effects of certain disasters, damage resulted to residences and business property located in the Town of Artesian, S. Dak.;

Whereas, the Small Business Administration has investigated and has received other reports of investigations of conditions in the areas affected;

Whereas, after reading and evaluating reports of such conditions, I find that the conditions in such areas constitute a catastrophe within the purview of the Small Business Act, as amended.

Now, therefore, as Administrator of the Small Business Administration, I hereby determine that:

1. Applications for disaster loans under the provisions of section 7(b)(1) of the Small Business Act, as amended, may be received and considered by the office below indicated from persons or firms whose property, situated in the aforesaid Town suffered damage or destruction resulting from fire occurring on April 7, 1970.

OFFICE

Small Business Administration District Office, Eighth and Main Avenue, Sioux Falls, S. Dak. 57102.

2. Applications for disaster loans under the authority of this declaration will not be accepted subsequent to October 31, 1970.

Dated: April 21, 1970.

HILARY SANDOVAL, Jr.,
Administrator.

[F.R. Doc. 70-5268; Filed, Apr. 29, 1970; 8:48 a.m.]

[Declaration of Disaster Loan Area 760]

TEXAS

Declaration of Disaster Loan Area

Whereas, it has been reported that during the month of April 1970, because of the effects of certain disasters, damage resulted to residences and business property located in those areas affected in Western Texas;

Whereas, the Small Business Administration has investigated and has received other reports of investigations of conditions in the areas affected;

Whereas, after reading and evaluating reports of such conditions, I find that the conditions in such areas constitute a catastrophe within the purview of the Small Business Act, as amended.

Now, therefore, as Administrator of the Small Business Administration, I hereby determine that:

1. Applications for disaster loans under the provisions of section 7(b)(1) of the Small Business Act, as amended, may be received and considered by the office below indicated from persons or firms whose property, situated in all areas affected in Western Texas suffered damage or destruction resulting from tornadoes occurring on April 17 and 18, 1970.

OFFICE

Small Business Administration District Office, 1616 19th Street, Lubbock, Tex. 79408.

2. Temporary offices will be established at Plainview, Tex., and Clarendon, Tex., addresses to be announced locally.

3. Applications for disaster loans under the authority of this declaration will not be accepted subsequent to October 31, 1970.

Dated: April 18, 1970.

HILARY SANDOVAL, Jr.,
Administrator.

[F.R. Doc. 70-5265; Filed, Apr. 29, 1970; 8:48 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 40]

MOTOR CARRIER, BROKER, WATER CARRIER, AND FREIGHT FORWARDER APPLICATIONS

APRIL 24, 1970.

The following applications are governed by Special Rule 247[1] of the Commission's general rules of practice (49 CFR 1100.247 as amended), published in the FEDERAL REGISTER issue of April 20, 1966, effective May 20, 1966. These rules provide, among other things, that a protest to the granting of an application must be filed with the Commission within 30 days after date of notice of filing of the application as published in the FEDERAL REGISTER. Failure seasonably to file a protest will be construed as a waiver of opposition and participation in the proceeding. A protest under these rules should comply with section 247(d)(3) of the rules of practice which requires that it set forth specifically the grounds upon which it is made, contain a detailed statement of protestant's interest in the proceeding (including a copy of the specific portions of its authority which protestant believes to be in conflict with that sought in the application, and describing in detail the method—whether by joinder, interline, or other means—by which protestant would use such authority to provide all or part of the service proposed), and shall specify with particularity the facts, matters, and things relied upon, but shall not include issues or allegations phrased generally. Protests not in reasonable compliance with the requirements of the rules may be rejected. The original and one copy of the protest shall be filed with the Commission, and a copy shall be served concurrently upon applicant's representative, or applicant if no representative is named. If the protest includes a request for oral hearing, such requests shall meet the requirements of section 247(d)(4) of the special rules, and shall include the certification required therein.

Section 247(f) of the Commission's rules of practice further provides that each applicant shall, if protests to its application have been filed, and within 60 days of the date of this publication, notify the Commission in writing (1) that it is ready to proceed and prosecute the application, or (2) that it wishes to withdraw the application, failure in which the application will be dismissed by the Commission.

Further processing steps (whether modified procedure, oral hearing, or other procedures) will be determined generally in accordance with the Commission's General Policy Statement Concerning Motor Carrier Licensing Procedures, published in the FEDERAL REGISTER issue of May 3, 1966. This assignment will be by Commission order which will be served on each party of record.

The publications hereinafter set forth reflect the scope of the applications as filed by applicants, and may include descriptions, restrictions, or limitations which are not in a form acceptable to the Commission. Authority which ultimately may be granted as a result of the applications here noticed will not necessarily reflect the phraseology set forth in the application as filed, but also will eliminate any restrictions which are not acceptable to the Commission.

No. MC 2900 (Sub-No. 196), filed March 29, 1970. Applicant: RYDER TRUCK LINES, INC., Post Office Box 2408, 2050 Kings Road, Jacksonville, Fla. 32203. Applicant's representative: Larry D. Knox (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, classes A and B explosives, household goods as defined by the Commission, livestock, commodities in bulk, in tank vehicles, and those requiring special equipment, serving as off-route points in connection with carrier's regular route authorities points in any area in Pennsylvania, including points on the boundary lines, beginning at the Pennsylvania-Maryland State line and extending along U.S. Highway 11 to Harrisburg, Pa., thence along Interstate Highway 83 to Pennsylvania-Maryland State line, and thence along the Pennsylvania-Maryland State line to the point of beginning. NOTE: Common control may be involved. Applicant states it will tack with its presently held authorities under MC 2900 and subs thereto. If a hearing is deemed necessary, applicant requests it be held at Jacksonville, Fla., Atlanta, Ga., or Washington, D.C.

No. MC 3083 (Sub-No. 38), filed April 1, 1970. Applicant: WELLS FARGO ARMORED SERVICE CORPORATION, 277 Monroe Avenue, Memphis, Tenn. 38101. Applicant's representative: Francis W. McInerny, 1000 16th Street NW., Washington, D.C. 20036. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Coin*, (1) between Denver, Colo., on the one hand, and, on the other, Richmond, Va.; Charlotte, N.C.; Atlanta, Ga.; Birmingham, Ala.; Jacksonville, Fla.; Fort Knox, Ky.; Nashville and Memphis, Tenn.; (2) between Philadelphia, Pa., on the one hand, and, on the other, Oklahoma City, Okla.; El Paso, Houston, San Antonio, and Dallas, Tex.; and Fort Knox, Ky.; (3) between West Point, N.Y., and New York, N.Y., on the one hand, and, on the other, Richmond, Va.; Charlotte, N.C.; Atlanta, Ga.; Birmingham, Ala.; Jacksonville, Fla.; New Orleans, La.; Little Rock, Ark.; Oklahoma City, Okla.; El Paso, Houston, San Antonio, and Dallas, Tex.; Fort Knox, Ky.; Nashville and Memphis, Tenn.; (4) between Denver, Colo., and West Point, N.Y.; under contract with General Services Administration on behalf of Bureau of Mint. NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Atlanta, Ga.

No. MC 4405 (Sub-No. 477) (Amendment), filed December 23, 1969, published in FEDERAL REGISTER issue of January 29, 1970, amended, April 7, 1970, and republished, as amended this issue. Applicant: DEALERS TRANSIT, INC., 7701 South Lawndale Avenue, Chicago, Ill. 60652. Applicant's representative: James W. Wrape, 2111 Sterick Building, Memphis, Tenn. 38103. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers, and trailer chassis*, other than those designed to be drawn by passenger automobiles, in initial truckaway service, from Miami, Fla., to points in the United States (except Alaska and Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Common control may be involved. The purpose of this republication is to redescribe the commodity description. If a hearing is deemed necessary, applicant requests it be held at Miami, Fla.

No. MC 11620 (Sub-No. 27), filed April 3, 1970. Applicant: ARROW TRANSFER, INC., Rural Route 2, West Harrison, Ind. 45030. Applicant's representative: Rudy Yessin, McClure Building, Frankfort, Ky. 40601. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Foodstuffs* in vehicles equipped with mechanical refrigeration (except commodities in bulk), from Evansville, Washington, and Indianapolis, Ind., and Louisville, Ky., to points in Alabama, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Mississippi, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, West Virginia, and Wisconsin, under continuing contracts with Armour & Co. NOTE: If a hearing is deemed necessary, applicant requests it be held at Louisville, Ky.

No. MC 13134 (Sub-No. 25), filed April 6, 1970. Applicant: GRANT TRUCKING, INC., Post Office Box 256, Oak Hill, Ohio 45656. Applicant's representative: John P. McMahon, 100 East Broad Street, Columbus, Ohio 43215. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Micronutrients* (except bulk liquids in tank vehicles), from St. Albans, W. Va., and points within its commercial zone, to points in Ohio, Indiana, and Michigan. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Columbus, Ohio, or Washington, D.C.

No. MC 13250 (Sub-No. 107), filed April 6, 1970. Applicant: J. H. ROSE TRUCK LINE, INC., 50003 Jensen Drive, Post Office Box 16190, Houston, Tex. 16190. Applicant's representative: James M. Doherty, Suite 401, First National Bank Building, Austin, Tex. 78701. Authority sought to operate as a *common*

[1] Copies of Special Rule 247 (as amended) can be obtained by writing to the Secretary, Interstate Commerce Commission, Washington, D.C. 20423.

carrier, by motor vehicle, over irregular routes, transporting: (1) *Commodities*, the transportation of which, because of size or weight, requires the use of special equipment, and *related machinery parts and related contractor's materials and supplies* when their transportation is incidental to the transportation by said carrier of commodities which by reason of size or weight require special equipment; (2) *commodities*, which do not require special equipment by reason of size or weight, when moving in mixed loads and on the same bill of lading with commodities which because of size or weight require special equipment; and (3) *self-propelled articles*, each weighing 15,000 pounds or more, and *related machinery, tools, parts, and supplies* moving in connection therewith (restricted to commodities which are transported in trailers), between points in Washington and Oregon, on the one hand, and, on the other, points in Idaho and Utah. NOTE: Applicant states that it intends to tack the requested authority with its existing authority to the extent possible. Tacking would be possible so as to transport some or all of the involved commodities between points in Arkansas, Illinois, Indiana, Kansas, Kentucky, Louisiana, Missouri, New Mexico, Oklahoma, and Texas, on the one hand, and, on the other, points in Washington and Oregon (via Texas and Utah); between points in California and Nevada, on the one hand, and, on the other, points in Idaho (via Oregon); and between points in Wyoming, Colorado, and Montana, on the one hand, and, on the other, points in Washington and Oregon (via Idaho). If a hearing is deemed necessary, applicant requests it be held at Salt Lake City, Utah, Portland, Oreg., or Washington, D.C.

No. MC 20783 (Sub-No. 78), filed April 3, 1970. Applicant: TOMPKINS MOTOR LINES, INC., 638 Langley Place, Decatur, Ga. 30030. Applicant's representatives: Archie B. Culbreth and Guy H. Postell, 1273 West Peachtree Street NE., Atlanta, Ga. 30309. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products and meat by-products, and articles distributed by meat packinghouses*, as described in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except commodities in bulk, in tank vehicles), from the plantsite of Oscar Mayer & Co. at or near Goodlettsville, Tenn., to points in Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina, restricted to traffic originating at the above-described plantsite and destined to points in the above-named destination States. NOTE: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Atlanta, Ga.

No. MC 21455 (Sub-No. 19), filed March 30, 1970. Applicant: GENE MITCHELL CO., a corporation, 1106 Division Street, West Liberty, Iowa 52778. Applicant's representative: William L. Fairbank, 610 Hubbell Building, Des Moines, Iowa 50309. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Soy flour and soy protein*, from points in Illinois, Indiana, Iowa, and Minnesota to points in the United States in and west of Minnesota, Iowa, Missouri, Arkansas, and Louisiana, except Alaska and Hawaii. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr., or Des Moines, Iowa.

No. MC 30887 (Sub-No. 165), filed April 2, 1970. Applicant: SHIPLEY TRANSFER, INC., 49 Main Street, Post Office Box 55, Reisterstown, Md. 21136. Applicant's representatives: W. Wilson Corroum (same address as above), and Leonard A. Jaskiewicz, 1730 M Street NW., Suite 501, Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Polypropylene*, in bulk, in tank vehicles; (1) from Cheswold, Del., to Palatka, Fla.; Menasha, Wis.; Auburn, N.Y.; Netcong, N.J.; and Doswell, Va.; and (2) from Neal, W. Va., to Cheswold, Del. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Dover, Del.

No. MC 31389 (Sub-No. 124), filed April 3, 1970. Applicant: McLEAN TRUCKING COMPANY, a corporation, 617 Waughtown Street, Post Office Box 213, Winston-Salem, N.C. 27102. Applicant's representative: Francis W. McInerny, 1000 16th Street NW., Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except articles of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), between Lynchburg, Va., and Richmond, Va., from Lynchburg over U.S. Highway 460 to Junction Virginia Highway 307, thence over Virginia Highway 307 to junction U.S. Highway 360, and thence over U.S. Highway 360 to Richmond, and return over the same route, as an alternate route for operating convenience only, serving no intermediate points. NOTE: Applicant states that the authority sought herein is restricted to the transportation of traffic moving to, from, or through Washington, D.C. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 31389 (Sub-No. 125), filed April 3, 1970. Applicant: McLEAN TRUCKING COMPANY, a corporation, 617 Waughtown Street, Post Office Box 213, Winston-Salem, N.C. 27102. Applicant's representative: Francis W. McInerny, 1000 16th Street NW, Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), (1) Between Asheville, N.C., and Middlesboro, Ky., from Asheville over U.S. Highway 25 to junction U.S. Highway 25E, thence over U.S. Highway 25E to Middlesboro, and return over the same route, serving no intermediate points; (2) between junction U.S. Highway 25E and 25W near Newport, Tenn., and junction U.S. Highways 25E and 25W near Corbin, Ky., over U.S. Highway 25W serving no intermediate points and serving junction U.S. Highways 25E and 25W near Newport, Tenn., for the purpose of joinder only; (3) between London, Ky., and Emanuel, Ky., over Kentucky Highway 229, serving no intermediate points; (4) between Hopkinsville, Ky., and Asheville, N.C., from Hopkinsville over U.S. Highway 41-A to Nashville, Tenn., thence over U.S. Highway 70N to Crossville, Tenn., thence over U.S. Highway 70 to Asheville, and return over the same route, as an alternate route for operating convenience only in connection with carrier's presently authorized regular route operations, serving no intermediate points; (5) between Bowling Green, Ky., and Asheville, N.C., from Bowling Green over U.S. Highway 31W to Nashville (also from Bowling Green over U.S. Highway 231 to Lebanon, Tenn.) thence over U.S. Highway 70N to Crossville, Tenn., thence over U.S. Highway 70 to Asheville, and return over the same route, as an alternate route for operating convenience only in connection with carrier's presently authorized regular route operations, serving no intermediate points;

(6) between Asheville, N.C. and Fayetteville, N.C., from Asheville, over U.S. Highway 74 to junction U.S. Highway 401 near Laurinburg, N.C., thence over U.S. Highway 401 to Fayetteville, and return over the same route, serving (a) the intermediate and off-route points in North Carolina within 100 miles of High Point, N.C., (b) the off-route points in North Carolina more than 100 miles east of High Point, N.C., which are on or south of U.S. Highway 70, and (c) the off-route points in North Carolina more than 100 miles west of High Point, N.C., which are both on or south of U.S. Highway 70 and east of U.S. Highway 25; (7) between Hendersonville, N.C. and Hartsville, S.C., from Hendersonville over U.S. Highway 176 to Spartanburg, S.C., thence over South Carolina Highway 9 to Chester, S.C., thence over U.S. Highway 321 to Rockton, S.C., thence over South Carolina Highway 34 to Bishopville, S.C., thence over U. S. Highway 15 to Hartsville (also from Chester over South Carolina Highway 9 to Pageland, S.C., thence over South Carolina Highway 151 to Hartsville), and return over the same routes, serving all intermediate points in South Carolina except those in Fairfield County, S.C.; (8) between Greenville, S.C. and Columbia, S.C., from Greenville over U.S. Highway 276 to junction Interstate Highway 26, thence over Interstate Highway 26 to Columbia and return over the same route, serving all intermediate points in Greenville and Laurens Counties, S.C.; (9) between

Columbia, S.C., and junction U.S. Highway 176 and South Carolina Highway 9, over U.S. Highway 176, serving the intermediate point of Whitmire, S.C., and the intermediate points in Union County, S.C.;

(10) between Greenville, S.C., and Augusta, Ga., serving the intermediate points in Greenville, Laurens, and Greenwood Counties, S.C. and serving the off-route points in Georgia located north and east of a line beginning at Savannah, and extending along U.S. Highway 80 to Swainsboro, thence along U.S. Highway 1 to Louisville, Ga., thence along Georgia Highway 24 to Eatonton, Ga., thence along U. S. Highway 129 to junction U.S. Highway 29, thence along U.S. Highway 293 to the Georgia-South Carolina State line, and thence along the Georgia-South Carolina State line to the point of beginning, from Greenville over U.S. Highway 25 to Augusta, and return over the same route. In connection with carrier's operations in South Carolina over routes 305–308, inclusive, carrier is also authorized to serve all off-route points in South Carolina; (11) between Greenville, S.C., and Asheville, N.C., over U.S. Highway 25, serving all intermediate points and the off-route points in Greenville County, S.C.; (12) between Columbia, S.C., and Savannah, Ga., serving no intermediate points; from Columbia over U.S. Highway 321 to junction U.S. Highway 17, thence over U.S. Highway 17 to Savannah (also from junction U.S. Highway 17 and 17A over U.S. Highway 17A to Savannah), and return over the same routes.

NOTE: (1) Applicant states it presently holds the above described authority restricted, however, to shipments (a) transported to, from, or through Lexington, Ky., or authorized service points in Kentucky located on or west of a line beginning at Louisville, Ky., and extending over U.S. Highway 31E to the Kentucky-Tennessee State line. (b) No shipments moving to, from, or through Atlanta, Ga., or Memphis, Tenn., may be transported pursuant to the authority granted above. (2) Applicant further states that the purpose of the instant application is to eliminate the restriction against transporting shipments moving to, from, or through Atlanta, Ga., which was imposed in MC 31389 (Sub-No. 94). Applicant also states its acquisition of a service route between Nashville, Tenn., and Atlanta, Ga., appears to eliminate the necessity for the continuation of the restriction. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 32166 (Sub-No. 6), filed March 16, 1970. Applicant: BRONAUGH MOTOR EXPRESS, INC., 1115 Winchester Road, Lexington, Ky. 40505. Applicant's representative: Robert M. Pearce, Post Office Box E, Bowling Green, Ky. 42101. Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: *General commodities*, (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk and those requiring special equipment), (1) Between Lexington, Ky., and Louisville, Ky., serving no intermediate points, and serving the junction of Interstate Highway 64 with U.S. Highway 127, near Frankfort, Ky., and Lexington for purposes of joinder only as an alternate route for operating convenience only, as follows: (a) From Lexington over U.S. Highway 60 to its junction with Interstate Highway 64, thence over Interstate Highway 64 to Louisville, and return over the same route. (b) From Lexington over U.S. Highway 421 to its junction with U.S. Highway 60, near Frankfort; thence over U.S. Highway 60 to its junction with Interstate Highway 64; thence over Interstate Highway 64 to Louisville and return over the same route. (2) Between junction of Interstate Highway 64 with U.S. Highway 127, near Frankfort, Ky., and Mount Vernon, Ky., serving no intermediate points, and serving the junction of Interstate Highway 64 with U.S. Highway 127 for purposes of joinder only; from the junction of Interstate Highway 64 with U.S. Highway 127 over U.S. Highway 127 to its junction with U.S. Highway 150 near Danville, Ky.; thence over U.S. Highway 150 to Mt. Vernon and return over the same route.

(3) Between Shakertown, Ky., and Lexington, Ky, over U.S. Highway 68 to Lexington and return over the same route, serving no intermediate points, and serving Shakertown for purposes of joinder only. (4) Between Cincinnati, Ohio, and Lexington, Ky., over U.S. Highway 25, serving no intermediate points. (5) Between Louisville, Ky., and the junction of U.S. Highway 60 with Kentucky Highway 151 at Graefenburg, Ky., from Louisville over U.S. Higliway 60 to its junction with Kentucky Highway 151 at Graefenburg, and return over the same route, serving no intermediate points and serving the junction of U.S. Highway 60 with Kentucky Highway 151 at Graefenburg, Ky., for purposes of joinder only so as to connect this route with routes over Kentucky Highway 151. Restriction: No service shall be rendered in connection with any of the above five routes between Cincinnati, Ohio and Louisville, Ky., and points in their commercial zones on the one hand, and, on the other, Lexington, Ky., and points in its commercial zone. NOTE: Applicant states the instant application is a duplicate traversal application filed in connection with Bronaugh Motor Express, Inc.-Purchase (Portion)-McDuffee Motor Freight, Inc., MC–F–10780 published in the FEDERAL REGISTER issue of March 25, 1970. Vendor McDuffee can now serve between Cincinnati, Ohio, and the points being purchased by Vendee Bronaugh and the above application seeks to continue that service. Vendee Bronaugh is purchasing direct authority to and from Louisville, Ky., from vendor McDuffee and route (1) is an alternate route to the primary Louisville route being acquired by Vendee Bronaugh. Applicant requests concurrent handling with said MC–F–10780. If a hearing is deemed necessary, applicant requests it be heard at Lexington, Ky.

No. MC 50069 (Sub-No. 438), filed April 2, 1970. Applicant: REFINERS TRANSPORT & TERMINAL CORPORATION, 445 Earlwood Avenue, Oregon (Toledo), Ohio 43616. Applicant's representative: J. A. Kundtz, 1100 National City Bank Building, Cleveland, Ohio 44114. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid petroleum distillates*, in bulk, in tank vehicles, from La Grange, Ind., to Woodhaven, Mich. NOTE: Common control and dual operations may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 55581 (Sub-No. 20), filed March 27, 1970. Applicant: UTAH PACIFIC TRANSPORT CO., a corporation, 1891 West 2100 South, Salt Lake City, Utah. Applicant's representatives: Martin J. Rosen, 140 Montgomery Street, San Francisco, Calif. 94104, and David J. Lister (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Manufactured iron and steel products*, namely angles, bars, beams, channels, coiled rods, plates, reinforcing bars, strip, tees, tie plates, zees and industrial fasteners, including but not limited to bolts, nuts, and rivets, from plantsites in Seattle, Wash., to points in Utah, Montana, and Idaho. NOTE: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at San Francisco, Calif., or Salt Lake City, Utah.

No. MC 59264 (Sub-No. 49), filed April 6, 1970. Applicant: SMITH & SOLOMON TRUCKING COMPANY, a corporation, How Lane, New Brunswick, N.J. 08903. Applicant's representative: Herbert Burstein, 30 Church Street, New York, N.Y. 10007. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Printing ink*, in bulk, in tank vehicles, from Monmouth Junction, N.J., and Philadelphia, Pa., to Providence, R.I., restricted to shipments originating at the plantsite of Levy Division-Cities Service Co. NOTE: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 59640 (Sub-No. 20), filed April 13, 1970. Applicant: PAULS TRUCKING CORPORATION, Three Commerce Drive, Cranford, N.J. 07016. Applicant's representative: Charles J. Williams, 47 Lincoln Park, Newark, N.J. 07102. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Such merchandise as is dealt in by wholesale, retail, and chain grocery and food business houses*, and in connection therewith, equipment, materials, and supplies used

in the conduct of such business, from points in Sussex County, Del., to Woodbridge, N.J. Restriction: The authority sought herein is limited to a transportation service to be performed under a continuing contract, or contracts, with Supermarkets General Corp. NOTE: If a hearing is deemed necessary, applicant requests it be held at Newark, N.J., or New York, N.Y.

No. MC 59728 (Sub-No. 23), filed April 3, 1970. Applicant: MORRISON MOTOR FREIGHT, INC., 1100 East Jenkins Boulevard, Akron, Ohio 44306. Applicant's representative: Edward G. Bazelon, 39 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and commodities requiring special equipment), from Cincinnati, Ohio, to La Place, Ill., points in that part of Illinois bounded by a line beginning at the Mississippi River and extending along U.S. Highway 36 to La Place, Ill., thence along Illinois Highway 32 to Effingham, Ill., thence along U.S. Highway 45 to Brookport, Ill., thence along the Ohio River to the Mississippi River, and thence along the Mississippi River to the point of beginning, including points on the indicated portions of the highway specified, and those in Kansas and Missouri. NOTE: Applicant states that it presently holds the above authority by operating via Columbus, Portsmouth, Washington Court House, and Hillsboro, Ohio. The purpose of this application is to eliminate the necessity of operating via the aforementioned gateways. Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Cleveland, Ohio, or Chicago, Ill.

No. MC 60190 (Sub-No. 3), filed March 27, 1970. Applicant: ACTIVE MOVING & STORAGE CO., INC., 1110 West Ewing, Seattle, Wash. 98119. Applicant's representative: George R. LaBissoniere, 1424 Washington Building, Seattle, Wash. 98101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Used household goods*, (1) between points in King County, Wash., on the one hand, and, on the other, points in Island, Skagit, and Whatcom Counties, Wash.; and (2) between points in Island, Skagit, and Whatcom Counties, Wash., restricted to the performance of pickup and delivery service in connection with packing, crating, and containerization, or unpacking, uncrating, and decontainerization of such traffic. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Seattle, Wash.

No. MC 83835 (Sub-No. 66), filed March 30, 1970. Applicant: WALES TRANSPORTATION, INC., Post Office Box 6186, Dallas, Tex. 75222. Applicant's representative: James W. Hightower, 136 Wynnewood Professional Building, Dallas, Tex. 75224. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Sprinkler systems and parts thereof; and pipe, pipe fittings, and couplings;* (1) from points in Cherokee County, Kans., to points in the United States (except Hawaii); and (2) from Houston, Tex., to points in Cherokee County, Kans. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. It further states no duplicate authority is being sought. If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo., or Dallas, Tex.

No. MC 83835 (Sub-No. 67), filed April 6, 1970. Applicant: WALES TRANSPORTATION, INC., Post Office Box 6186, Dallas, Tex. 75222. Applicant's representative: James W. Hightower, 136 Wynnewood Professional Building, Dallas, Tex. 75224. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Pipe*, other than oilfield pipe, from Wagoner, Okla., to points in the United States (except Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at St. Louis, Mo., or Tulsa, Okla.

No. MC 83539 (Sub-No. 276), filed April 3, 1970. Applicant: C & H TRANSPORTATION CO., INC., 1935 West Commerce Street, Post Office Box 5976, Dallas, Tex. 75222. Applicant's representative: Kenneth Weeks (same address as applicant), and Thomas E. James, The 904 Lavaca Building, Austin, Tex. 78701. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Air conditioning, cooling, heating, and humidifying equipment*, from Decatur, Ala., to points in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia. NOTE: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Birmingham, Ala., or Washington, D.C.

No. MC 84449 (Sub-No. 3), filed April 3, 1970. Applicant: CALVALCADE TRUCKING INC., Old Tyburn Road, Fairless Hills, Pa. 19030. Applicant's representative: V. Baker Smith, 2107 The Fidelity Building, Philadelphia, Pa. 19109. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Empty containers* made of metal, paper, wood, plastic or combinations thereof, *can ends, closures, and such other materials, supplies, parts, and equipment* used or useful in the manufacture, production, assembly, and distribution of containers between points in Philadelphia, Bucks, and Montgomery Counties, Pa.; New Castle County, Del.; the cities of Baltimore and Fruitland and the county of Baltimore, Md.; the counties of Bergen, Camden, Essex, Hudson, Middlesex, Monmouth, Morris, Passaic, Somerset, and Union, N.J.; the city of New York, N.Y., on the one hand, and, on the other, points in Connecticut, Delaware, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Virginia, West Virginia, and the District of Columbia; and (2) *iron and steel articles and products*, and *such other materials, supplies, parts and equipment* as are used or useful in the manufacture, production, assembly, and distribution of iron and steel articles and products, between points in Bucks County, Pa., on the one hand, and, on the other, points in Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Ohio, Pennsylvania, Virginia, West Virginia, and the District of Columbia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Philadelphia, Pa.

No. MC 87088 (Sub-No. 7), filed March 16, 1970. Applicant: SOONER EXPRESS, INC., Post Office Box 219, Denison, Tex. Applicant's representative: David D. Brunson, 419 Northwest Sixth Street, Oklahoma City, Okla. 73102. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Dairy products*, from Carthage, Mo., to points in Texas, California, Washington, Arizona, Louisiana, Oklahoma, Nebraska, Missouri, Oregon, Kansas, Arkansas, Florida, and Alabama, under contract with L. D. Schreiber Cheese Co. NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Oklahoma City, Okla., Los Angeles, Calif., or Washington, D.C.

No. MC 87720 (Sub-No. 98), filed March 31, 1970. Applicant: BASS TRANSPORTATION CO., INC., Old Croton Road, Flemington, N.J. 08822. Applicant's representative: Bert Collins, 140 Cedar Street, New York, N.Y. 10006. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Household cleaning products*, except in bulk, from Bristol, Pa., to points in Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine; and (2) *materials and supplies* used in the manufacture, sale, or distribution of the aforementioned commodities, from the destination territory, to Bristol, Pa.; also, *returned shipments*, under contract with Purex Corp., Ltd. NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 89377 (Sub-No. 2), filed April 1, 1970. Applicant: TIMM TRUCKING CORP., 513 Irving Avenue, Brooklyn, N.Y. 11227. Applicant's representative: Arthur J. Piken, 160–16 Jamaica Avenue, Jamaica, N.Y. 11432. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Crated furniture and uncrated sofa beds, mattresses, and box springs*, from the warehouse and storage facilities of

Timm Trucking Corp. in Brooklyn, N.Y., to points in Nassau and Suffolk Counties, N.Y., restricted to retail delivery service only. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 94265 (Sub-No. 227), filed March 10, 1970. Applicant: BONNEY MOTOR EXPRESS, INC., Post Office Box 12388, Thomas Corner Station, Norfolk, Va. 23502. Applicant's representative: E. Stephen Heisley, 705 McLachlen Bank, 666 11th Street NW., Washington, D.C. 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, and meat byproducts, and articles distributed by meat packinghouses*, as described in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except hides and commodities in bulk, in tank vehicles), from Philadelphia, Pa., to points in Virginia, West Virginia, and the District of Columbia. NOTE: Applicant states that it can tack the proposed operations with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 94265 (Sub-No. 233), filed April 10, 1970. Applicant: BONNEY MOTOR EXPRESS, INC., 12 South Military Highway, Norfolk, Va. 23502. Applicant's representative: Harry C. Ames, Jr., Suite 705, 666 11th Street NW., Washington, D.C. 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts and articles distributed by meat packinghouses*, as described in sections A and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except hides and commodities in bulk, in tank vehicles), from the plantsite and storage facilities of Armour & Co., located at South St. Paul, Minn., to points in Massachusetts, Rhode Island, Delaware, Maryland, Virginia, West Virginia, Connecticut, New York, New Jersey, Pennsylvania, and Washington, D.C. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Washington, D.C.

No. MC 94265 (Sub-No. 234), filed April 10, 1970. Applicant: BONNEY MOTOR EXPRESS, INC., 512 South Military Highway, Norfolk, Va. 23502. Applicant's representative: Harry C. Ames, Jr., Suite 705, 666 11th Street NW., Washington, D.C. 20005. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts, and articles distributed by meat packinghouses*, as described in sections A and C of Appendix I, to the report in *Descriptions in Motor Carrier Certificates*, M.C.C. 209 and 766 (except hides and commodities in bulk), from the plantsites and/or cold storage facilities of Wilson Sinclair Co., at or near Monmouth, Ill., to points in Connecticut, Delaware, Maryland, New Jersey, New York, and Pennsylvania, restricted to traffic originating at the above specified plantsites or cold storage facilities and destined to the above destinations. NOTE: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Washington, D.C.

No. MC 94350 (Sub-No. 256), filed March 18, 1970. Applicant: TRANSIT HOMES, INC., Haywood Road, Post Office Box 1628, Greenville, S.C. 29602. Applicant's representative: Mitchell King, Jr. (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers* designed to be drawn by passenger automobiles in initial movements, from points in Yazoo County and Coahoma County, Miss., to points in the United States (excluding Alaska and Hawaii). NOTE: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Jackson, Miss.

No. MC 94350 (Sub-No. 257), filed March 30, 1970. Applicant: TRANSIT HOMES, INC., Haywood Road, Post Office Box 1628, Greenville, S.C. 29602. Applicant's representatives: Mitchell King, Jr. (same address as applicant) and Wilmer B. Hill, 666 11th Street NW., Suite 705, McLachlen Bank Building, Washington, D.C. 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers* designed to be drawn by passenger automobiles in initial movements, and *buildings*, in sections, mounted on wheeled undercarriages from points of manufacture, from points in Ouachita Parish, La., to points in the United States (excluding Alaska and Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Baton Rouge, La.

No. MC 94350 (Sub-No. 258), filed April 7, 1970. Applicant: TRANSIT HOMES, INC., Haywood Road, Post Office Box 1628, Greenville, S.C. 29602. Applicant's representatives: Mitchell King, Jr. (same address as above), and Ames, Hill & Ames, 666 11th Street NW., Suite 705 McLachlen Bank Building, Washington, D.C. 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Buildings* in sections, mounted on wheeled undercarriages, from points of manufacture; from points in Albany County, N.Y., to points in the United States (excluding Alaska and Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Albany, N.Y.

No. MC 100439 (Sub-No. 3), filed April 8, 1970. Applicant: David W. Hassler, Rural Delivery No. 8, York, Pa. 17403. Applicant's representative: Christian V. Graf, 407 North Front Street, Harrisburg, Pa. 17101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Industrial asphalt*, from York, Pa., to points in Sussex County, Va. NOTE: Applicant states that although tacking is physically possible it would be useless, and accordingly is not sought herein. If a hearing is deemed necessary, applicant requests it be held at Harrisburg, Pa., or Washington, D.C.

No. MC 101219 (Sub-No. 50), filed April 9, 1970. Applicant: MERIT DRESS DELIVERY, INC., 524 West 36th Street, New York, N.Y. 10018. Applicant's representative: Herman B. J. Weckstein, 60 Park Place, Newark, N.J. 07102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wearing apparel and materials and supplies* used in the manufacture of wearing apparel, between Biddeford, Maine, on the one hand, and, on the other, Boston and Fall River, Mass. NOTE: Applicant states it will tack at Boston and Fall River, Mass., to points presently authorized. If a hearing is deemed necessary, applicant requests it be held at Boston, Mass.

No. MC 103191 (Sub-No. 29) (Correction), filed March 13, 1970, published in the FEDERAL REGISTER issue of April 9, 1970, corrected and republished as corrected, this issue. Applicant: THE GEO. A. RHEMAN CO., INC., Post Office Box 2095, Station A, Charleston, S.C. 29403. Applicant's representative: Beverly S. Simms, 1100 17th Street NW., Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Empty collapsible containers*, when moving with petroleum products, in bulk, in tank vehicles, from Charleston, S.C., to points in Alabama, Florida, Georgia, Kentucky, North Carolina, and Virginia, and *empty collapsible containers*, on return. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. It further states no duplicate authority is being sought. The purpose of this republication is to change from a "between movement" to "from and to" and include the return movement, which was inadvertently omitted from previous publication. If a hearing is deemed necessary, applicant requests it be held at Charleston or Columbia, S.C.

No. MC 103993 (Sub-No. 516), filed March 31, 1970. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, Ind. 46514. Applicant's representative: Paul D. Borghesani and Ralph H. Miller (address same as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Buildings*, in sections, mounted on undercarriages, from points in Otsego County, N.Y., to all points in that part of the United States east of the western boundaries of Minnesota, Iowa, Missouri, Arkansas, and Louisiana. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Albany, N.Y.

No. MC 106398 (Sub-No. 467), filed April 2, 1970. Applicant: NATIONAL

TRAILER CONVOY, INC., 1925 National Plaza, Tulsa, Okla. 74151. Applicant's representative: Irvin Tull and Fred Rahal, Jr. (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Insulation, duct, flue pipe and parts, material and accessories* used in the installation thereof, from Atlanta, Ga., to points in Alabama, Arkansas, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Common control and dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Atlanta or Columbus, Ga.

No. MC 106398 (Sub-No. 469), filed April 3, 1970. Applicant: NATIONAL TRAILER CONVOY, INC., 1925 National Plaza, Tulsa, Okla. 74151. Applicant's representatives: Irvin Tull (same address as applicant) and Fred Rahal, Jr. (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers* designed to be drawn by passenger automobiles, in initial movement, from the points in Sabine County, La., to points in the United States (except Alaska and Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Common control and dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Shreveport, or Monroe, La.

No. MC 106398 (Sub-No. 470), filed April 6, 1970. Applicant: NATIONAL TRAILER CONVOY, INC., 1925 National Plaza, Tulsa, Okla. 74151. Applicant's representatives: Irvin Tull (same address as applicant) and Fred Rahal, Jr. (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers* designed to be drawn by passenger automobiles, in initial movements, from El Paso County, Colo., to points in the United States (except Alaska and Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Common control and dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Colorado Springs or Denver, Colo.

No. MC 106603 (Sub-No. 110), filed March 23, 1970. Applicant: DIRECT TRANSIT LINES, INC., 200 Colrain Street SW., Grand Rapids, Mich. 49508. Applicant's representative: Robert A. Sullivan, 1800 Buhl Building, Detroit, Mich. 48226. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lumber*, from Gaylord, Mich., to points in Indiana, Illinois, Ohio, and Wisconsin. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Applicant has contract carrier authority under MC 46240 and subs thereunder, therefore dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Chicago, Ill.

No. MC 106775 (Sub-No. 26), filed March 30, 1970. Applicant: ATLAS TRUCK LINE, INC., Post Office Box 9848, Houston, Tex. 77015. Applicant's representative: James W. Hightower, 136 Wynnewood Professional Building, Dallas, Tex. 75224. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Tubing*, other than oilfield tubing, from points in Fort Bend County, Tex., to points in Arkansas, Louisiana, Mississippi, New Mexico, Oklahoma, and Texas. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. It further states no duplicate authority is being sought. If a hearing is deemed necessary, applicant requests it be held at Houston or Dallas, Tex.

No. MC 106920 (Sub-No. 35), filed March 30, 1970. Applicant: RIGGS FOOD EXPRESS, INC., Post Office Box 26, West Monroe Street, New Bremen, Ohio 45869. Applicant's representatives: Victor J. Tambascia (same address as applicant) and Carroll V. Lewis, 122 East North Street, Sidney, Ohio 45365. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Canned, preserved and prepared foods* (except in bulk), in vehicles equipped with mechanical refrigeration, from Archbold, Ohio, to points in Connecticut, Delaware, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, West Virginia, and the District of Columbia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 106920 (Sub-No. 36), filed April 6, 1970. Applicant: RIGGS FOOD EXPRESS, INC., Post Office Box 26, West Monroe Street, New Bremen, Ohio 45869. Applicant's representatives: Carroll V. Lewis, 122 East North Street, Sidney, Ohio 45365, and Victor J. Tambascia (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Prepared foods*, from points in Allen County, Ohio, to points in Alabama, Colorado, Georgia, Indiana, Illinois, Massachusetts, Mississippi, Missouri, New York, Pennsylvania, and Texas, and (2) *Pork skins or rinds*, from Chicago, Ill., Kansas City, St. Louis, St. Joseph, Mo., and Birmingham, Ala., to points in Allen County, Ohio. Restriction: Part (1) is restricted to transportation of traffic originating at the plantsite and storage facilities of Rudolph Foods Co., Lima, Ohio; Part (2) is restricted to the transportation of traffic destined to the plantsite and storage facilities of Rudolph Foods Co., Lima, Ohio. NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Columbus, Ohio.

No. MC 107012 (Sub-No. 106), filed April 2, 1970. Applicant: NORTH AMERICAN VAN LINES, INC., Lincoln Highway East and Meyer Road, Post Office Box 988, Fort Wayne, Ind. 46801. Applicant's representative: Terry G. Fewell, Post Office Box 988, Fort Wayne, Ind. 46801. Authority sought to operate as a *common carrier*, motor vehicle, over irregular routes, transporting: *Tub and shower enclosures* from Valdosta, Ga., Riverside, Calif., Bremen, Ind., and Hazleton, Pa., to points in the United States (except Alaska and Hawaii), and *returned, rejected, or refused shipments* from points in the United States (except Alaska and Hawaii) to the above specified origin points. NOTE: Common control and dual operations may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., Indianapolis, Ind., or Detroit, Mich.

No. MC 107295 (Sub-No. 349), filed March 23, 1970. Applicant: PRE-FAB TRANSIT CO., a corporation, 100 South Main Street, Farmer City, Ill. 61842. Applicant's representative: Dale L. Cox (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Roofing and building materials, and materials* used in the installation and application of such commodities (except iron and steel and commodities in bulk), from the plantsite and warehouse facilities of Certain-teed Products Corp. at Chicago Heights, Ill., to points in Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, Ohio, Tennessee, and Wisconsin. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 107403 (Sub-No. 790), filed April 2, 1970. Applicant: MATLACK, INC., 10 West Baltimore Avenue, Lansdowne, Pa. 19050. Applicant's representative: John Nelson (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Chemicals*, in bulk, from Toledo, Ohio, and Detroit, Mich., to points in Indiana, Michigan, and Ohio, restricted to traffic having an immediately prior movement by rail. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 107496 (Sub-No. 776), filed April 7, 1970. Applicant: RUAN TRANSPORT CORPORATION, Keosauqa Way at Third, Post Office Box 855, Des Moines, Iowa 50304. Applicant's representative:

H. L. Fabritz (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Dry plastics*, in bulk, having a prior movement by rail, from Savage and Pine Bend, Minn., to points in Minnesota and Iowa; (2) *dry fertilizer and dry fertilizer materials*, from Humbolt, Iowa, to points in Minnesota, Nebraska, North Dakota, and South Dakota; (3) *liquid fertilizer*, in bulk, in tank vehicles, from the Williams Brothers Pipeline Terminal at Kansas City, Kans., to points in Missouri; (4) *sand*, in bulk (except in dump vehicles), (a) from Portage, Wis., to points in Minnesota, Michigan, Iowa, Missouri, Indiana, Illinois, Ohio, and Pennsylvania and (b) from Oregon, Ill., to points in Missouri and the Lower Peninsula of Michigan; (5) *sugar, corn syrup and blends thereof*, from Mason City, Iowa, to points in Minnesota, Illinois, Iowa, Kansas, Missouri, Nebraska, Wisconsin, North Dakota, and South Dakota; (6) *bulk malt*, from Minneapolis and St. Paul, Minn., to points in Wisconsin; (7) *corn syrup*, from Sioux Falls, S. Dak., to points in Minnesota; and (8) *liquid animal feed*, in bulk, from Lucerne, Colo., to points in New Mexico and Oklahoma. NOTE: Common control may be involved. Applicant states that the requested authority can be tacked with its existing authority but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Des Moines, Iowa, or Chicago, Ill.

No. MC 108393 (Sub-No. 30), filed April 2, 1970. Applicant: SIGNAL DELIVERY SERVICE, INC., 930 North York Road, Hinsdale, Ill. 60521. Applicant's representatives: J. A. Kundtz, 1100 National City Bank Building, Cleveland, Ohio 44114, also Eugene L. Cohn, One North La Salle Street, Chicago, Ill. 60602. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Electrical and gas appliances*, (2) *parts of electrical and gas appliances*, and (3) *equipment, materials, and supplies* used in the manufacture, distribution, and repair of electrical and gas appliances, for Whirlpool Corp., between Alsip, Ill., on the one hand, and, on the other, points in Berrien, Cass, St. Joseph, and Van Buren Counties, Mich.; Elkhart, Fulton, Kosciusko, La Porte, Marshall, Porter, Pulaski, Starke, and St. Joseph Counties, Ind., under contract with Whirlpool Corp. NOTE: Applicant has common carrier authority under MC 118459 and subs thereunder, therefore dual operations may be involved. Common control and dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 108449 (Sub-No. 309), filed March 27, 1970. Applicant: INDIANHEAD TRUCK LINE, INC., 1947 West County Road "C", St. Paul, Minn. 55113. Applicant's representatives: W. A. Mylenbeck (same address as applicant) and Adolph J. Bieberstein, 121 West Doty Street, Madison, Wis. 53703. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Anhydrous ammonia*, from Van Wert, Ohio, to points in Indiana, Kentucky, Michigan, and West Virginia. NOTE: Applicant states that the requested authority can be tacked with its existing authority but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Washington, D.C.

No. MC 109397 (Sub-No. 212), filed April 6, 1970. Applicant: TRI-STATE MOTOR TRANSIT CO., a corporation, Post Office Box 113, Joplin, Mo. 64801. Applicant's representatives: A. N. Jacobs (same address as applicant) and Wilburn L. Williamson, 600 Leininger Building, Oklahoma City, Okla. 73112. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Industrial furnaces, ovens, conveyers and industrial furnace, oven and conveyer parts*, between Roseville, Mich., on the one hand, and, on the other, points in the United States (except Alaska and Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Applicant has contract carrier authority under MC 128814 Sub-5 and other subs, therefore, dual operations may be involved. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Chicago, Ill.

No. MC 109397 (Sub-No. 213), filed April 6, 1970. Applicant: TRI-STATE TRANSIT CO., a corporation, Post Office Box 113, Joplin, Mo. 64801. Applicant's representatives: A. N. Jacobs (same address as applicant) and Wilburn L. Williamson, 600 Leininger Building, Oklahoma City, Okla. 73112. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lumber*, including *plywood, and cooling tower and fluid cooler parts and accessories*, from Stockton, Calif., to points in North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas, Minnesota, Iowa, Missouri, Arkansas, Louisiana, Wisconsin, Illinois, Michigan, Indiana, Ohio, Kentucky, Tennessee, Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina, Virginia, West Virginia, Pennsylvania, New York, Maine, Vermont, New Hampshire, Delaware, Massachusetts, Connecticut, Rhode Island, New Jersey, Maryland, and District of Columbia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Applicant has contract carrier authority under MC 128814 Sub-5 and other subs, therefore, dual operations may be involved. Common control may be involved. If a hearing is deemed necessary applicant requests it be held at Kansas City, Mo., or Washington, D.C.

No. MC 109637 (Sub-No. 369), filed April 3, 1970. Applicant: SOUTHERN TANK LINES, INC., Post Office Box 1047 (4107 Bells Lane), Louisville, Ky. 40201. Applicant's representatives: George R. Thim (same address as applicant) and John E. Nelson, 10 West Baltimore Avenue, Lansdowne, Pa. 19050. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Chemicals*, in bulk, in tank vehicles, from the plantsite of M & T Chemicals, Inc., at or near Carrollton, Ky. to St. Louis, Mo.-East St. Louis, Ill. commercial zone. NOTE: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Louisville, Ky.

No. MC 110525 (Sub-No. 968), filed March 27, 1970. Applicant: CHEMICAL LEAMAN TANK LINES, INC., 520 East Lancaster Avenue, Downington, Pa. 19335. Applicant's representatives: Thomas J. O'Brien (same address as above) and Leonard A. Jaskiewicz, Suite 501, 1730 M Street NW., Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid chemicals*, in bulk, in tank vehicles, and *dry chemicals*, in bulk, in tank or hopper-type vehicles, from Niagara Falls, N.Y., to points in Maine and New Hampshire, and *returned and rejected shipments*, on return. NOTE: Applicant states that the requested authority can be tacked with its existing authority but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 110683 (Sub-No. 69), filed March 24, 1970. Applicant: SMITH'S TRANSFER CORPORATION, Post Office Box No. 1000, Staunton, Va. 24401. Applicant's representative: Francis W. McInerny, 1000 Sixteenth Street NW., Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, household goods as defined by the Commission, classes A and B explosives, commodities in bulk, and those requiring special equipment), between Winchester, Va., and Newark, N.J., from Winchester over U.S. Highway 11 and/or Interstate Highway 81 to Harrisburg, Pa., thence over U.S. Highway 22 and/or Interstate Highway 78 to Newark, and return over the same route (also over Interstate Highway 76 from its intersection with

Interstate Highway 81 at or near Carlisle, Pa., to the intersection of Interstate Highway 76 with Interstate Highway 83 at or near Steelton, Pa., thence over Interstate Highway 83 to intersection U.S. Highway 22 and Interstate Highway 78), serving Allentown, Pa., and intermediate and off-route points in Berks, Bucks, Carbon, Lehigh, Monroe, Montgomery, and Northampton Counties, Pa. NOTE: Applicant does not intend to rely on public witnesses, but rather on past operations. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., and Allentown, Pa.

No. MC 110683 (Sub-No. 70), filed March 24, 1970. Applicant: SMITH'S TRANSFER CORPORATION, Post Office Box No. 1000, Staunton, Va. 24401. Applicant's representative: Francis W. McInerny, 1000 16th Street NW., Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods*, from the plantsite and facilities used by Seabrook Farm Company, Inc., located at or near Seabrook, N.J., to points in Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, Ohio, Pennsylvania, and Wisconsin. NOTE: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 110683 (Sub-No. 71), filed April 1, 1970. Applicant: SMITH'S TRANSFER CORPORATION, Post Office Box 1000, Staunton, Va. 24401. Applicant's representative: Francis W. McInerny, 1000 16th Street NW., Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, and articles distributed by meat packinghouses*, as described in section A and C of Appendix I to the report in *Description in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except commodities in bulk in tank vehicles) from the plantsite of Oscar Mayer & Co. at or near Goodlettsville, Tenn., to points in Alabama, Georgia, Kentucky, North Carolina, South Carolina, Virginia, and West Virginia, restricted to traffic originating at the above described plantsite and destined to points in the above named destination states. NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., and Chicago, Ill.

No. MC 110988 (Sub-No. 254), filed April 8, 1970, Applicant: KAMPO TRANSIT, INC., 200 West Cecil Street, Neenah, Wis. 54956. Applicant's representatives: David A. Petersorl (same address as above) and E. Stephen Heisley, 666 11th Street NW., Washington, D.C. 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry glue*, in bulk, in tank or hopper-type vehicles, from Indianapolis, Ind., and Chicago, Ill., to points in Wisconsin. NOTE: Common control may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 111375 (Sub-No. 36), filed April 7, 1970. Applicant: PIRKLE REFRIGERATED FREIGHT LINES, INC., 3567 East Barnard Avenue, Cudahy, Wis. 53110. Applicant's representative: Arnold L. Burke, 69 West Washington Street, Chicago, Ill. 60602. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Pickles, sauerkraut, and horseradish* from Waterloo, Eau Claire, and Oconto, Wis., to points in Colorado and Arizona. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Madison, Wis.

No. MC 111401 (Sub-No. 297), filed April 2, 1970. Applicant: GROENDYKE TRANSPORT, INC., 2510 Rock Island Boulevard, Post Office Box 632, Enid, Okla. 73701. Applicant's representative: Alvin L. Hamilton (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lubricating oils*, in bulk, from Bradford, Pa., to Houston and Dallas, Tex. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Houston or Dallas, Tex.

No. MC 111401 (Sub-No. 298), filed April 2, 1970. Applicant: GROENDYKE TRANSPORT, INC., 2510 Rock Island Boulevard, Enid, Okla. 73701. Applicant's representative: Alvin L. Hamilton (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Asphalt*, in bulk, from Artesia, N. Mex., to points in Kansas on and west of U.S. Highway 281, and points in Oklahoma on and west of Interstate Highway 35. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Tulsa or Oklahoma City, Okla.

No. MC 111467 (Sub-No. 23), filed April 6, 1970. Applicant: ARTHUR J. PAPE, doing business as ART PAPE TRANSFER, 1080 East 12th Street, Dubuque, Iowa 52001. Applicant's representative: William L. Fairbank, 610 Hubbell Building, Des Moines, Iowa 50309. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry fertilizer and dry fertilizer materials*, from points in Hamilton County, Iowa, to points in Illinois, Iowa, Minnesota, Nebraska, South Dakota, and Wisconsin. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Des Moines, Iowa.

No. MC 111467 (Sub-No. 24), filed April 6, 1970. Applicant: ARTHUR J. PAPE, doing business as ART PAPE TRANSFER, 1080 East 12th Street, Dubuque, Iowa 52001. Applicant's representative: William L. Fairbank, 610 Hubbell Building, Des Moines, Iowa 50309. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry fertilizer and dry fertilizer materials*, from Prairie du Chien, Wis., to points in Illinois and Iowa. NOTE: Applicant states that the requested authority can be tacked with its existing authority but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Des Moines, Iowa, or Chicago, Ill.

No. MC 111729 (Sub-No. 295), filed March 30, 1970. Applicant: AMERICAN COURIER CORPORATION, 2 Nevada Drive, Lake Success, N.Y. 11040. Applicant's representatives: John M. Delaney (same address as applicant) and Russell S. Bernhard, 1625 K Street NW., Commonwealth Building, Washington, D.C. 20006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Business papers, records and audit, and accounting media* of all kinds, and *advertising material* moving therewith, (a) between points in Salem (Essex County), Mass., on the one hand, and, on the other, points in Albany, Allegany, Bronx, Essex, Fulton, Nassau, New York, Orange, Putnam, Queens, Schenectady, and Westchester Counties, N.Y.; points in Hartford, Litchfield, Middlesex, New Haven, New London, and Tolland Counties, Conn.; points in Bristol, Kent, Newport, Providence (except Providence, R.I.), and Washington Counties, R.I.; and points in Maine; (b) between Park Ridge, Ill., and Fremont, Ohio; (c) between Bettendorf and Davenport (Scott County), Iowa, on the one hand, and, on the other, points in Boone, Bureau, Carroll, Cook, Henry, Knox, Lee, Marshall, Mercer, Ogle, Peoria, Putnam, Rock Island, Stark, Stevenson, Warren, Whiteside, Winnebago, and Woodford Counties, Ill.;

(d) Between Paulding, Ohio, on the one hand, and, on the other, Cleveland, Lima, and Toledo, Ohio, and Fort Wayne, Ind., on traffic having an immediately prior or subsequent movement by air; (2) *engineering drawings, blueprints and results of tested materials, and small auto parts and emergency small repair parts*, restricted against the transportation of packages or articles weighing in the aggregate more than 100 pounds from one consignor to one consignee on any one day, between Paulding, Ohio, on the one hand, and, on the other, Cleveland, Lima, and Toledo, Ohio, and Fort Wayne, Ind., on traffic having an immediately prior or subsequent movement by air; (3) *cut flowers and decorative greens*, having an immediately prior or subsequent movement by air or motor vehicle, between points in New York, and Pennsylvania. NOTE: Applicant states that the requested authority can be tacked with its existing authority but indicates that it has no

present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that to oppose the application may result in an unrestricted grant of authority. Applicant holds contract carrier authority under Docket No. MC 112750 and subs thereunder, therefore, dual operations may be involved. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or New York, N.Y.

No. MC 11729 (Sub-No. 296), filed March 30, 1970. Applicant: AMERICAN COURIER CORPORATION, 2 Nevada Drive, Lake Success, N.Y. 11040. Applicant's representatives: John M. Delany (same address as above) and Russell S. Bernhard, 1625 K Street NW., Washington, D.C. 20006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Business papers, records, and audit and accounting media of all kinds*, between Mason City, Iowa; Chicago, Ill.; Green Bay and Fond du Lac, Wis.; and Lincoln, Nebr.; (2) *radiopharmaceuticals, radioactive drugs, and medical isotopes*, between Texarkana, Ark., on the one hand, and, on the other, points in Bowie and Cass Counties, Tex., having an immediately prior or subsequent movement by air; (3) *biopsy specimens, laboratory specimens, living tissue, and laboratory supplies, such as containers* used for drawing and storing laboratory specimens, glass bottles, and glass slides, (a) between Memphis, Tenn., on the one hand, and, on the other, points in Arkansas; Fulton, Ky.; Corinth, Iuka, and Tunica, Miss., and points in Mississippi north of U.S. Highway 80; Doniphan, Hayti, Kennett, and West Plains, Mo., and points in Missouri on and south of U.S. Highway 84; and, (b) between Little Rock, Ark., on the one hand, and, on the other, points in Arkansas, on traffic having an immediately prior or subsequent movement by air; (4) *whole human blood, blood plasma, blood derivatives, and related products, such as empty containers*,

(a) Between Peoria, Ill., on the one hand, and, on the other, Centerville, Clinton, De Witt, and Iowa City, Iowa; (b) between Memphis, Tenn., on the one hand, and, on the other, points in Arkansas and Mississippi north of U.S. Highway 80; and points in Missouri on and south of U.S. Highway 84; and (c) between Little Rock, Ark., on the one hand, and, on the other, points in Arkansas, on traffic having an immediately prior or subsequent movement by air; (5) *exposed and processed film and prints, complimentary replacement film, incidental dealer handling supplies, and advertising literature moving therewith* (excluding motion picture film used primarily for commercial theater and television exhibition), between Rockford, Ill., and Louisville, Ky.; (6) *ophthalmic goods and commercial papers* (except cash letters), between Toledo, Ohio, on the one hand, and, on the other, Adrian, Dundee, Hillsdale, Milan, Monroe, Morenci, and Tecumseh, Mich.; and (7) *small service and repair parts for heavy road equipment, such as gears, pins, rings, springs, bearings, rods, clutches, brakes, plugs, switches, fuel injectors, and carburators;* restricted against the transportation of packages or articles weighing in the aggregate more than 90 pounds from one consignor to one consignee on any one day, (a) between St. Louis, Mo., on the one hand, and, on the other, Joliet and Morton, Ill.; points in Alexander, Calhoun, Clay, Crawford, Edwards, Effingham, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Madison, Marion, Massac, Pope, Pulaski, Richland, Saline, St. Clair, Union, Wabash, Wayne, White, and Williamson Counties, Ill.; and Indianapolis, Ind.;

(b) Between Jefferson City and Sikeston, Mo., on the one hand, and on the other, Joliet, Marion, Morton, and Salem, Ill.; and (c) between Marion and Salem, Ill., on the one hand, and, on the other, Indianapolis, Ind.; and Jefferson City, Kansas City, and Sikeston, Mo. NOTE: Applicant also holds contract carrier authority under its permit No. MC 112750 and subs, therefore dual operations may be involved. Common control may also be involved. Applicant states that the requested authority can be tacked with its existing authority, but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or New York, N.Y.

No. MC 112617 (Sub-No. 274), filed April 7, 1970. Applicant: LIQUID TRANSPORTERS, INCORPORATED, Post Office Box 21395, Louisville, Ky. 40221. Applicant's representatives: James S. Holloway (same address as above) and Leonard A. Jaskiewicz, 1730 M Street NW., Suite 501, Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Anhydrous ammonia*, in bulk, in tank vehicles, (1) from Marseilles, Ill., to points in Indiana; (2) from the storage terminal of American Oil Co., at or near Huntington, Ind., to points in Illinois, Indiana, Kentucky, Ohio, and Michigan; (3) from the facilities of Monsanto Co. at or near Flora, Ind., to points in Illinois, Indiana, Kentucky, Ohio, and Michigan and (4) from the storage facilities of Central Farmers Fertilizer Co., at or near Frankfort, Ind., to points in Indiana, Ohio, Illinois, lower peninsula of Michigan, and Kentucky. NOTE: Applicant states that the requested authority cannot tacked with its existing authority. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at St. Louis, Mo., or Washington, D.C.

No. MC 112713 (Sub-No. 121), filed March 9, 1970. Applicant: YELLOW FREIGHT SYSTEM, INC., 92d at State line, Kansas City, Mo. 64114. Applicant's representative: John M. Records, Post Office Box 8462, 92d at State line, Kansas City, Mo. 64114. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, livestock, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), between Rockford, Ill., and St. Louis, Mo., from Rockford over U.S. Highway 51 to junction U.S. Highway 66, thence over U.S. Highway 66 to St. Louis, and return over the same route serving no intermediate points and serving St. Louis, Mo., for the purpose of joinder only, as an alternate route for operating convenience only in connection with applicant's authorized regular route operations. NOTE: If a hearing is deemed necessary, applicant requests it be held at Kansas City, or St. Louis, Mo., or Chicago, Ill.

No. MC 113362 (Sub-No. 181) (Correction), filed March 16, 1970, published in FEDERAL REGISTER issue of April 2, 1970, and republished in part, as corrected, this issue. Applicant: ELLSWORTH FREIGHT LINES, INC., 310 East Broadway, Eagle Grove, Iowa 50533. Applicant's representative: Donald L. Stern, 630 City National Bank Building, Omaha, Nebr. 68102. The purpose of this republication, in part, is to show the correct MC docket number as *MC 113362 (Sub-No. 181)*, in lieu of *MC 133362 (Sub-No. 181)*, as previously published.

No. MC 113678 (Sub-No. 378), filed April 2, 1970. Applicant: CURTIS, INC., 4810 Pontiac Street, Post Office Box 16004, Stockyards Station, Denver, Colo. 80216. Applicant's representatives: Duane W. Acklie and Richard Peterson, Post Office Box 806, Lincoln, Nebr. 68501. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Frozen foods*, from Portland, Oreg., and its commercial zone, to points in Texas, Colorado, Illinois, and (2) *canned goods*, from Portland, Oreg., and its commercial zone, to points in Missouri, Illinois, Utah, Colorado, Texas, Louisiana, Oklahoma, Kansas, Iowa, Nebraska, Indiana, and Ohio. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Portland, Oreg., or Seattle, Wash.

No. MC 113843 (Sub-No. 159), filed March 24, 1970. Applicant: REFRIGERATED FOOD EXPRESS, INC., 316 Summer Street, Boston, Mass. 02210. Applicant's representative: William J. Boyd, 29 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Canned, preserved, and prepared foods* (except commodities in bulk) in mechanically refrigerated vehicles from Archbold, Ohio, to points in Connecticut, Delaware, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York,

Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, and the District of Columbia. Common control may be involved. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 113855 (Sub-No. 219), filed April 1, 1970. Applicant: INTERNATIONAL TRANSPORT, INC., South Highway 52, Rochester, Minn. 55902. Applicant's representative: Alan Foss, 502 First National Bank Building, Fargo, N. Dak. 58102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Tractors, trenchers, construction equipment, attachments and parts*, from Wichita, Kans., to points in the United States (except Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Denver, Colo., or Kansas City, Mo.

No. MC 114004 (Sub-No. 82), filed April 10, 1970. Applicant: CHANDLER TRAILER CONVOY, INC., 8828 New Benton Highway, Little Rock, Ark. 72209. Applicant's representative: W. G. Chandler (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Trailers* designed to be drawn by passenger automobiles, in initial movement, in truckaway service, and (2) *portable buildings*, in sections mounted on wheeled undercarriages with hitchball connectors, in initial movements, from points in Stephens County, Tex., and Coahoma County, Miss., to points in the United States including Alaska but excluding Hawaii. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga.

No. MC 114004 (Sub-No. 83), filed April 10, 1970. Applicant: CHANDLER TRAILER CONVOY, INC., 8828 New Benton Highway, Little Rock, Ark. 72209. Applicant's representative: W. G. Chandler (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Portable prefab buildings, both knocked down and set up, with furniture and supplies*, from points in Arkansas to points in the United States (excluding Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Little Rock, Ark.

No. MC 114091 (Sub-No. 82), filed April 7, 1970. Applicant: HUFF TRANSPORT CO., INC., 2114 South 41st Street, Louisville, Ky. 40211. Applicant's representative: Rudy Yessin, Sixth Floor, McClure Building, Frankfort, Ky. 40601. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Feed ingredients*, from the plantsite of Occidental Chemical Co., near White Springs, Fla., to points in Alabama, Florida, Georgia, South Carolina, North Carolina, Virginia, Delaware, Maryland, Mississippi, Tennessee, Kentucky, Louisiana, Pennsylvania, and New Jersey. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Louisville, Ky., or St. Louis, Mo.

No. MC 114106 (Sub-No. 79), filed April 7, 1970. Applicant: MAYBELLE TRANSPORT COMPANY, a corporation, Post Office Box 849, Lexington, N.C. 27292. Applicant's representative: William P. Sullivan, 1819 H Street NW., Washington, D.C. 20006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Sugar*, dry, in bulk, from Baltimore, Md., to points in North Carolina; and (2) *salt*, in bulk, in dump vehicles, from Lexington, N.C., to points in Virginia. NOTE: Applicant states that although tacking is not intended, through service could be performed from Baltimore, Md., via Charlotte, N.C., to points in South Carolina and Georgia. Applicant has contract carrier authority in MC-115176 and subs thereunder, therefore dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 114106 (Sub-No. 80), filed April 7, 1970. Applicant: MAYBELLE TRANSPORT COMPANY, a corporation, Post Office Box 849, Lexington, N.C. 27292. Applicant's representative: William P. Sullivan, 1819 H Street NW., Washington, D.C. 20006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Sugar*, dry, in bulk, from Charlotte, N.C., to points in North Carolina, South Carolina, and Georgia. NOTE: Applicant states that although tacking is not intended, through service could be performed from Baltimore, Md., via Charlotte, N.C., to points in South Carolina and Georgia. Applicant now holds contract carrier authority under its permit No. MC 115176 and subs, therefore dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 115162 (Sub-No. 195), filed April 1, 1970. Applicant: POOLE TRUCK LINE, INC., Post Office Box 310, Evergreen, Ala. 36401. Applicant's representative: Robert E. Tate (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Wood chips and wood waste*, from points in Mississippi to points in Alabama; (2) *pentachlorophenol* (except in bulk), from St. Louis, Mo., to points in Alabama on and south of U.S. 80; (3) *targets, pitch targets, and lead and steel shot*, from points in Madison County, Ill., to points in Alabama on and south of U.S. 80; (4) *prefabricated homes*, complete, knocked down or in sections, and when transported in connection with the transportation of such homes, *component parts thereof and equipment and materials* incidental to the erecting and completion of such homes, from points in Mobile County, Ala., to points in the State of Texas; (5) *poles*, from points in Mississippi to points in Winston County, Ala., and *lumber*, from points in Winston County, Ala., to points in Arkansas, North Dakota and South Dakota; and (6) *products* used in the manufacture of furniture from points in Mississippi, Georgia, and Illinois to Frisco City, Ala. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Mobile, Ala., or New Orleans, La.

No. MC 115496 (Sub-No. 11), filed March 30, 1970. Applicant: LUMBER TRANSPORT, INC., Cochran, Ga. 31014. Applicant's representative: James L. Flemister, 1300 First Federal Building, Atlanta, Ga. 30303. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Composition wood and composition wood products*, from the plant and warehouse sites of Weyerhaeuser Co., at Adel, Ga., to points in North Carolina, South Carolina, Florida, Tennessee, Alabama, Virginia, and Mississippi, restricted to traffic originating at the plant and warehouse sites of Weyerhaeuser Co. at Adel, Ga. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga., or Washington, D.C.

No. MC 115841 (Sub-No. 373), filed March 27, 1970. Applicant: COLONIAL REFRIGERATED TRANSPORTATION, INC., 1215 West Bankhead Highway, Post Office Box 2169, Birmingham, Ala. 35201. Applicant's representatives: C. E. Wesley (same address as above) and E. Stephen Heisley, 666 11th Street NW., Washington, D.C. 20001. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Candy and confectionery products, and agricultural commodities* as defined in section 203(b)(6) of the Interstate Commerce Act, when transported at the same time and in the same vehicle with commodities subject to economic regulations, from Chicago, Ill., and points in its commercial zone, to points in Louisiana, and to Little Rock, Ark. NOTE: Applicant states that no present tacking is possible. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or New Orleans, La.

No. MC 116519 (Sub-No. 7), filed March 23, 1970. Applicant: FREDERICK TRANSPORT LIMITED, Post Office Box 10, Merlin, Ontario, Canada. Applicant's representative: S. Harrison Kahn, 733 Investment Building, Washington, D.C. 20005. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Tractors* (except those with vehicle beds, bed frames, or fifth wheels); (2) *agricultural implements and machinery;* and (3) *attachments for, and equipment* designed for use with the foregoing articles when moving in mixed loads with such articles

as described in (1) and (2) above, between the United States-Canadian border crossings along the international boundary between the United States and Canada on the one hand, and, on the other, points in the United States (except Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming). NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Detroit, Mich.

No. MC 117465 (Sub-No. 14), filed April 1, 1970. Applicant: BEAVER EXPRESS SERVICE INC., doing business as BEAVER EXPRESS, Post Office Box 151, 1215 Kansas, Woodward, Okla. 73801. Applicant's representative: G. Timothy Armstrong, 600 Leininger Building, Oklahoma City, Okla. 73112. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except classes A and B explosives) moving in express service, between Liberal, Kans., and the intersection of U.S. Highways 160 and 283 (near Meade, Kans.): From Liberal, Kans., over U.S. Highway 54 to its junction with U.S. Highway 160, thence over U.S. Highway 160 to its junction with U.S. Highway 283, and return over the same route, serving all intermediate points. NOTE: If a hearing is deemed necessary, applicant requests it be held at Liberal or Wichita, Kans., or Oklahoma City, Okla.

No. MC 117883 (Sub-No. 135), filed April 7, 1970. Applicant: SUBLER TRANSFER, INC., Post Office Box 62, Versailles, Ohio 45380. Applicant's representatives: Jack H. Blanshan, 29 South La Salle Street, Chicago, Ill. 60603 and Edward Subler (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Foodstuffs*, in vehicles equipped with mechanical refrigeration (except commodities in bulk in tank vehicles) from Washington, Evansville, and Indianapolis, Ind., and Louisville, Ky. to points in Pennsylvania, New York, New Jersey, Maine, New Hampshire, Vermont, Connecticut, Rhode Island, Massachusetts, Virginia, West Virginia, Maryland, Ohio, Delaware, Michigan, and the District of Columbia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 117940 (Sub-No. 18), filed March 27, 1970. Applicant: NATIONWIDE CARRIERS, INC., Post Office Box 104, Maple Plain, Minn. 55359. Applicant's representatives: M. James Levitus (same address as applicant) and Robert B. Sack, Post Office Box 6010, West St. Paul, Minn. 55118. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen prepared foods* and *canned goods*, from Duluth, Minn. to points in Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia. NOTE: Applicant holds contract carrier authority under Docket No. MC 114789 Sub-1 and Subs, therefore, dual operations may be involved. Applicant states that the requested authority can be tacked with its existing authority but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. If a hearing is deemed necessary, applicant requests it be held at Minneapolis or Duluth, Minn.

No. MC 118142 (Sub-No. 35), filed March 31, 1970. Applicant: M. BRUENGER CO., INC., 6330 North Broadway, Wichita, Kans. 67219. Applicant's representative: James Miller, 6415 Willow Lane, Kansas City, Kans. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, and meat byproducts and articles* distributed by meat packinghouses as described in sections A and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, from Wichita, Kans., to points in Arizona, California; Las Vegas, Nev.; Albuquerque, N. Mex., Sandia Base Military Reservation, N. Mex., and Kirtland Air Force Base, N. Mex. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Wichita, Kans.

No. MC 118263 (Sub-No. 26), filed April 3, 1970. Applicant: COLDWAY CARRIERS, INC., Post Office Box 38, Clarksville, Ind. 47131. Applicant's representative: Paul M. Daniell, 1600 First Federal Building, Atlanta, Ga. 30303. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Foodstuffs* (except in bulk) in vehicles equipped with mechanical refrigeration, from the plantsite and warehouse facilities of Anderson, Clayton & Co. located at or near Jacksonville (Morgan County), Ill., to points in Delaware, Indiana, Kentucky, Maryland, Michigan, New Jersey, New York, Ohio, Pennsylvania, Virginia, West Virginia, and the District of Columbia. NOTE: Applicant has an application pending for contract carrier authority under Docket No. MC 111069 (Sub-No. 53). Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Louisville, Ky.

No. MC 118959 (Sub-No. 88), filed April 6, 1970. Applicant: JERRY LIPPS, INC., 130 South Frederick, Cape Girardeau, Mo. 63701. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Paper and paper products, also materials and supplies* used in the manufacture of paper and paper products, between Elk Grove, Ill., on the one hand, and, on the other, points in Alabama, Arizona, Arkansas, Colorado, Florida, Georgia, Indiana, Iowa, Kansas, Kentucky, Louisiana, Minnesota, Mississippi, Missouri, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, and Wisconsin. NOTE: Applicant now holds contract carrier authority under its permit No. MC 125664, therefore dual operations may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or St. Louis, Mo.

No. MC 119619 (Sub-No. 27), filed March 31, 1970. Applicant: DISTRIBUTORS SERVICE CO., a corporation, 2000 West 43d Street, Chicago, Ill. 60609. Applicant's representative: Arthur J. Piken, 160–16 Jamaica Avenue, Jamaica, N.Y. 11432. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Foodstuffs*, in vehicles equipped with mechanical refrigeration (except commodities in bulk, in tank vehicles), from Evansville, Indianapolis, and Washington, Ind., and Louisville, Ky., to points in Illinois, Wisconsin, Minnesota, Michigan, Ohio, Indiana, Pennsylvania, New Jersey, New York, Massachusetts, Connecticut, Rhode Island, Vermont, Maine, New Hampshire, Delaware, Maryland, Washington, D.C., Virginia, and West Virginia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Louisville, Ky.

No. MC 119619 (Sub-No. 28), filed April 10, 1970. Applicant: DISTRIBUTORS SERVICE CO., a corporation, 2000 West 43d Street, Chicago, Ill. 60609. Applicant's representative: Arthur J. Piken, 160–16 Jamaica Avenue, Jamaica, N.Y. 11432. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Foodstuffs* (except commodities in bulk), in mechanically refrigerated vehicles, from Archbold, Ohio, to points in Connecticut, Delaware, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests that it be held at Washington, D.C.

No. MC 119619 (Sub-No. 29), filed April 10, 1970. Applicant: DISTRIBUTORS SERVICE CO., a corporation, 2000 West 43rd Street, Chicago, Ill. 60609. Applicant's representative: Arthur J. Piken, 160–16 Jamaica Avenue, Jamaica, N.Y. 11432. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Foodstuffs*, in vehicles equipped with mechanical refrigeration (except commodities in bulk, in tank vehicles), from points in Minnesota, Wisconsin, and Illinois to points in Connecticut, Delaware, Illinois, Indiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Ohio,

Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Wisconsin, and The District of Columbia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 119641 (Sub-No. 86), filed April 8, 1970. Applicant: RINGLE EXPRESS, INC., 450 South Ninth Street, Fowler, Ind. 47944. Applicant's representative: Robert C. Smith, 711 Chamber of Commerce Building, Indianapolis, Ind. 46204. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Farm and industrial tractors* (except truck tractors), and *component parts for farm and industrial tractors*, from Baltimore, Md., to points in Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin. Restriction: The above authority is restricted to the transportation of such commodities having a prior movement by water. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Applicant further states that it presently holds authority under its lead certificate No. MC 119641, to transport farm and industrial tractors (except truck tractors), moving on motor vehicle equipment other than flat-bed trailers, from Baltimore to the above states, and the purpose of this application is to add component parts for farm and industrial tractors and to remove the flat-bed trailer restriction. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 119669 (Sub-No. 10), filed April 7, 1970. Applicant: TEMPCO TRANSPORTATION, INC., 546 South 31 A, Columbus, Ind. 47201. Applicant's representative: Jack H. Blanshan, 29 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products and meat byproducts and articles distributed by meat packinghouses* as described in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except commodities in bulk), from the plantsite and storage facilities utilized by Wilson-Sinclair Co. at Monmouth, Ill., to points in Delaware, Kentucky, Maryland, New Jersey, New York, Pennsylvania, and the District of Columbia. Restriction: The service proposed herein is to be restricted to the transportation of traffic originating at the above-named origins and destined to the above-named destinations. NOTE: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Indianapolis, Ind.

No. MC 119767 (Sub-No. 240), filed April 13, 1970. Applicant: BEAVER TRANSPORT CO., a corporation, 100 South Calumet Street, Burlington, Wis. 53105. Applicant's representative: A. Bryant Torhorst (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bakery goods* and *bakery products*, from Columbus, Ohio, to points in Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, North Dakota, South Dakota, and Wisconsin. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 119880 (Sub-No. 38), filed April 8, 1970. Applicant: DRUM TRANSPORT, INC., Post Office Box 2056, East Peoria, Ill. 61611. Applicant's representative: Donald L. Stern, 630 National Bank Building, Omaha, Nebr. 68102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Alcoholic liquors*, in bulk, in tank vehicle, (1) from New Orleans, La., and Houston, Tex., to Union City, Calif., and (2) between Pekin, Ill., on the one hand, and, on the other, Houston, Tex. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC–120249 (Sub-No. 6), filed March 23, 1970. Applicant: GEORGE A. HORTON, doing business as ASHLAND-HARLO FREIGHT LINES, 640 St. Johns Avenue, Billings, Mont. 59102. Applicant's representative: Jerome Anderson, Post Office Box 1215, Billings, Mont. 59103. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: Regular routes: (I) *General commodities*, except commodities in bulk, those requiring special equipment those of unusual value, dangerous explosives, household goods as defined in *Practices of Motor Common Carriers of Household goods*, 17 M.C.C. 467, and commodities injurious or contaminating to other lading, between Billings and Harlowton, Mont.: Over State Highway 3 from Billings to junction U.S. Highway 12, thence over U.S. Highway 12 to Harlowton, serving the intermediate and off-route points of Acton, Broadview, Lavina, Ryegate, Barber, Shawmut, and Harlowton, Mont.; (II) *General commodities*, except commodities in bulk, commodities requiring special equipment, commodities of unusual value, classes A and B explosives, household goods as defined by the Commission, and commodities injurious or contaminating to other lading, between Harlowton and White Sulphur Springs, Mont.: From Harlowton over U.S. Highway 12 to White Sulphur Springs, and return over the same route; serving no intermediate points, and serving the off-route points of Two Dot and Martinsdale, Mont.;

(III) *General commodities*, except commodities in bulk, between Billings and Broadus, Mont.: From Billings over U.S. Highway No. 87 to the junction of U.S. Highway 87 and State Highway 8, approximately 1½ miles south of Crow Agency, thence over State Highway 8 to the junction of State Highway 8 and U.S. Highway 212, approximately 3 miles northwest of Broadus, Mont., thence over U.S. Highway 212 to Broadus, and return over the same routing, serving all intermediate points between Crow Agency and Broadus, on State Highway 8 and U.S. Highway 212. Limitation: Local service between Billings and Crow Agency, or points intermediate thereto, is prohibited; and (IV) *General commodities*, except commodities in bulk, between Broadus, Mont., and Rapid City, S. Dak.: From Broadus, Mont., over U.S. Highway 212 to Belle Fourche, S. Dak., thence over South Dakota State Highway 34 to junction South Dakota State Highway 34 and Interstate Highway 90, thence over Interstate Highway 90 and B. R. 90 to Rapid City, S. Dak., and return over the same route serving all intermediate points between Alzada, Mont., and Broadus, Mont., including Alzada, Mont. Restriction: Service to or from points lying between Rapid City, S. Dak., and Alzada, Mont., is prohibited; *irregular routes:* (V) *General commodities*, except commodities in bulk, (1) between Broadus, Mont., on the one hand, and, on the other, Boyes, Hammond, Alzada, Biddle, and Bell Creek, Mont.; and (2) between Ashland, Mont., on the one hand, and, on the other, the Fort Howe Ranger Station south of Ashland, Mont. NOTE: Applicant states it holds the authority sought, with the exception of that portion between Broadus, Mont. and Rapid City, S. Dak., under section 206(a)6 of the Motor Carrier Act. Since the extension of applicant's authority sought herein goes beyond the borders of Montana, applicant can no longer hold authority under that section. Applicant does not seek to hold duplicating authority as the result of this application. Applicant further states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Billings, Mont.

No. MC 123407 (Sub-No. 67), filed March 20, 1970. Applicant: SAWYER TRANSPORT, INC., 2424 Minnehaha Avenue, Minneapolis, Minn. 55404. Applicant's representative: Alan Foss, 502 First National Bank Building, Fargo, N. Dak. 58102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wallboard, pulpboard, and hardboard, materials and accessories* used in the installation thereof, from Superior, Wis., to points in Illinois, Indiana, Michigan, Ohio, and Pennsylvania. NOTE: Applicant states that the requested authority cannot be tacked with its present authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC–123685 (Sub-No. 5), filed April 1, 1970. Applicant: PEOPLES CARTAGE, INC., 8045 Navarre Road SW., Massillon, Ohio 44646. Applicant's representative: James W. Muldoon, 50 West Broad Street, Columbus, Ohio 43215. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fertilizer, fertilizer material, fertilizer ingredients, fungicides, herbicides, and insecticides*, in bags, and in bulk, in dump

vehicles, between Orville and Cincinnati, Ohio, on the one hand, and, on the other, points in Indiana, Illinois, Kentucky, Michigan, Ohio, Pennsylvania, New York, and West Virginia. NOTE: Applicant states that the requested authority can be tacked with its existing authority but indicates that it has no present intention to tack and therefore does not identify the points or territories which can be served through tacking. Persons interested in the tacking possibilities are cautioned that failure to oppose the application may result in an unrestricted grant of authority. Applicant further states its present interstate authority is in registered form under 206(A)(7) of the Interstate Commerce Act in MC 123685 (Sub-4) and in MC-F-10637, a directly related application to its sub-4. Applicant is seeking conversion of said registered authority to certificated form and acquisition of certain multi-state operated authority, unrelated to the instant application. Applicant also states that oral hearing has already been concluded in the conversion proceeding MC 123685 (Sub-4). If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Cincinnati, Ohio.

No. MC 123936 (Sub-No. 2), filed April 7, 1970. Applicant: RETAIL STORES DELIVERY OF RHODE ISLAND, INC., 208 Kinsley Avenue, Providence, R.I. 20903. Applicant's representative: Herbert Burstein, 30 Church Street, New York, N.Y. 10007. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Such commodities*, as are dealt in by retail department stores, in a retail delivery service, between points in Rhode Island, New London and Windham Counties, Conn., Worcester, Plymouth, Bristol, and Norfolk Counties, Mass. NOTE: Applicant states that if this authority is granted, applicant will surrender authority in MC 123936 and subs thereunder. Applicant further states that the requested authority cannot be tacked with its existing authority. Common control may be involved. If a hearing is deemed necessary, applicants requests it be held at Providence, R.I.

No. MC 124251 (Sub-No. 27), filed March 23, 1970. Applicant: JACK JORDAN, INC., Post Office Box 688, Dalton, Ga. 30720. Applicant's representative: Ariel V. Conlin, 53 Sixth Street NE., Atlanta, Ga. 30308. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Alumina, calcined, and hydrated*, in bags and/or bulk, from points in Saline County, Ark., to points in Hamilton County, Tenn., and points in Georgia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga. or Chattanooga, Tenn.

No. MC 124306 (Sub-No. 11), filed March 30, 1970. Applicant: KENAN TRANSPORT COMPANY, INCORPORATED, Post Office Box 2933, West Durham Station, Guess Road and Interstate 85, Durham, N.C. 27705. Applicant's representative: Francis W. McInerny, 1000 16th Street NW., Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquified petroleum gas*, in bulk, in tank vehicles, from the site of the pipeline terminal of Dixie Pipe Line Co. at or near Apex, N.C., to points in Virginia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Raleigh, N.C., or Richmond, Va.

No. MC 124306 (Sub-No. 12), filed March 30, 1970. Applicant: KENAN TRANSPORT COMPANY, a corporation, Post Office Box 2933, West Durham Station, Guess Road and Interstate 85. Durham, N.C. 27705. Applicant's representative: Francis W. McInerny, 1000 16th Street NW., Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquified petroleum gas*, in bulk, in tank vehicles, from points in York County, Va., to points in Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, and West Virginia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Richmond, Va.

No. MC 124796 (Sub-No. 55) (Correction), filed January 29, 1970, published FEDERAL REGISTER, issues of March 12, and April 16, 1970, and republished as corrected this issue. Applicant: CONTINENTAL CONTRACT CARRIER CORP., 14045 East Salt Lake Avenue, Post Office Box 1257, City of Industry, Calif. 91747. Applicant's representative: J. Max Harding, 605 South 14th Street, Post Office Box 2028, Lincoln, Nebr. 68501. NOTE: The purpose of this republication is to show the correct docket number assigned thereto, as shown above, in lieu of No. MC 124896 (Sub-No. 55), which was published in error.

No. MC 124839 (Sub-No. 4), filed April 9, 1970. Applicant: BUILDERS TRANSPORT, INC., Post Office Box 7057, Savannah, Ga. 31408. Applicant's representative: William P. Sullivan, 1819 H Street NW., Washington, D.C. 20006. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Fibrous glass products and materials*, (2) *insulating products and materials*, and (3) *materials, supplies, and equipment* used in the production and distribution of the above commodities, from the plantsite and storage facilities of Johns Manville Products Corp., at Winder, Ga., to points in Kentucky, Louisiana, and Mississippi under a continuing contract or contracts with Johns Manville Products Corp. NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Atlanta, Ga.

No. MC 125470 (Sub-No. 10), filed April 6, 1970. Applicant: MOORE'S TRANSFER, INC., Osmond, Nebr. 68765. Applicant's representative: Einar Viren, 904 City National Bank Building, Omaha, Nebr. 68102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry fertilizer, dry fertilizer materials, and dry urea*, from points in Woodbury County, Iowa, to points in Nebraska, South Dakota, Kansas and Minnesota. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Sioux City, Iowa, or Omaha, Nebr.

No. MC 126881 (Sub-No. 9), filed April 2, 1970. Applicant: RICHARD B. RUDY, INC., 203 Linden Avenue, Frederick, Md. 21701. Applicant's representative: Charles E. Creager, Suite 523, 816 Easley Street, Silver Spring, Md. 20910. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Plastic containers*, from Allentown and Berwick, Pa., and Middletown, Del., to Frederick, Md.; and (2) powdered chocolate from Hillside, N.J., to Frederick, Md., under contract with Capitol Milk Producers Cooperative, Inc. NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 127042 (Sub-No. 56), filed April 7, 1970. Applicant: HAGEN, INC., 4120 Floyd Boulevard, Post Office Box 6, Leeds Station, Sioux City, Iowa 51108. Applicant's representative: Joseph W. Harvey (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products and meat byproducts, and articles distributed by meat packinghouses* as described in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except hides and commodities in bulk), from (1) the plantsites or storage facilities utilized by Wilson Sinclair Co., at Albert Lea, Minn., to points in Indiana, Kansas, Michigan (Lower Peninsula), Missouri, North Dakota, Ohio, and South Dakota; and (2) from the plantsites or storage facilities utilized by Wilson Sinclair Co., at Cedar Rapids, Iowa, to points in Indiana, Michigan (Lower Peninsula), and Ohio. Restriction: Restricted to traffic originating at above origins and destined to named destinations. NOTE: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 127274 (Sub-No. 22), filed April 13, 1970. Applicant: SHERWOOD TRUCKING, INC., 1517 Hoyt Avenue, Muncie, Ind. 47302. Applicant's representative: Donald W. Smith, 900 Circle Tower, Indianapolis, Ind. 46204. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, and meat byproducts, and articles distributed by meat packinghouses*, as described in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, M.C.C. 209 and 766 (except commodities in bulk and hides), from Muncie, Ind., to points in Alabama, Arkansas, Florida, Georgia, Kansas, Kentucky, Louisiana, Mississippi, Missouri,

North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Indianapolis, Ind.

No. MC 128256 (Sub-No. 7), filed April 6, 1970. Applicant: O. W. BLOSSER, doing business as BLOSSER TRUCKING, 215 North Main Street, Middlebury, Ind. 46540. Applicant's representative: Alki E. Scopelitis, 816 Merchants Bank Building, Indianapolis, Ind. 46204. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Molded fiberglass products*, from Colon, Mich.; Kendallville, Ind., and the plant and warehouse sites of Brown-Davidson Corp. at or near Middlebury, Ind.; New Paris, Ind.; and Parson, Kans., to points in the United States (except Montana, Wyoming, Colorado, New Mexico, Idaho, Utah, Arizona, Nevada, Washington, Oregon, California, Alaska, and Hawaii). NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Indianapolis, Ind., or Chicago, Ill.

No. MC 128273 (Sub-No. 62), filed March 23, 1970. Applicant: MIDWESTERN EXPRESS, INC., Box 189, Fort Scott, Kans. 66701. Applicant's representative: Danny Ellis (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Paper and paper products*, from Franklin, Va., to points in Alabama, Arkansas, Colorado, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, West Virginia, Wisconsin, Wyoming, and the District of Columbia. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Applicant is also authorized to operate as a contract carrier under MC 133791, therefore, dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 128698 (Sub-No. 1), filed April 10, 1970. Applicant: ERDNER BROS., INC., Fow and Leahy Avenues, Swedesboro, N.J. 08085. Applicant's representative: Chester A. Zyblut, 1522 K Street NW., Suite 634, Washington, D.C. 20005. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Foodstuffs, and ingredients, materials, supplies, equipment, and machinery* used in the processing and manufacture of foodstuffs, (2) *canned pet food*, and (3) *commodities* the transportation of which is partially exempt from regulation under the provisions of section 203(b)(6) of the Interstate Commerce Act, when moving in the same vehicle and at the same time with commodities described in (1) above, between Milford, Bridgeville, Clayton, Georgetown, Wilmington, Milton, and Houston, Del., Whiteford, Snow Hill, Hurlock, Cambridge, Salisbury, Pocomoke City, Chestertown, Ridgely, Baltimore, Goldsboro, and Trappe, Md., Parksley, Va., Centre Hall, Bloomsburg, York, Hanover, Lancaster, and Downington, Pa., Bridgeton, Swedesboro, Woodstown, Camden, Moorestown, and Glassboro, N.J., Sumter, S.C., and Washington, D.C., restricted to traffic originating at and destined to the aforementioned points named above. NOTE: Applicant states the purpose of this application is to convert applicant's existing contract carrier permit to that of a Certificate of Public Convenience and Necessity, and to add the points of Lancaster and Hanover, Pa., and Washington, D.C., as service points. If a hearing is deemed necessary, applicant does not specify a location.

No. MC 129307 (Sub-No. 37), filed April 7, 1970. Applicant: McKEE LINES, INC., 664 54th Avenue, Mattawan, Mich. 49071. Applicant's representative: William J. Boyd, 29 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Foodstuffs*, in vehicles equipped with mechanical refrigeration (except commodities in bulk, in tank vehicles) from Washington, Evansville, and Indianapolis, Ind., and Louisville, Ky., to points in Pennsylvania, New York, New Jersey, Maine, New Hampshire, Vermont, Connecticut, Rhode Island, Massachusetts, Virginia, West Virginia, Maryland, Ohio, Delaware, Michigan, and the District of Columbia. NOTE: Applicant holds contract authority under MC 119394, therefore dual operations may be involved. Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 129459 (Sub-No. 5), filed March 10, 1970. Applicant: KEANEY'S TRUCKING SERVICE, INC., U.S. Route Alternate 611, Portland, Pa. 18331. Applicant's representative: Kenneth R. Davis, 999 Union Street, Taylor, Pa. 18517. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Stone* in bulk, from upper Mt. Bethel Township, Northampton County, Pa., to points in Middlesex, Mercer, and Monmouth Counties, N.J., under contract with Duncan Thecker Associates. NOTE: If a hearing is deemed necessary, applicant requests it be held at Philadelphia, Pa.

No. MC 129695 (Sub-No. 1), filed April 10, 1970. Applicant: HAWKEYE TRUCKING COMPANY, a corporation, Rural Route 4, Des Moines, Iowa 50309. Applicant's representative: William L. Fairbank, 610 Hubbell Building, Des Moines, Iowa 50309. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Explosives and nitrocarbonitrate*, from Louviers, Colo., to points in Iowa, under contract with Quick Supply Co. NOTE: If a hearing is deemed necessary, applicant requests it be held at Des Moines, Iowa.

No. MC 129712 (Sub-No. 2), filed March 27, 1970. Applicant: GEORGE BENNETT, doing business as GEORGE BENNETT TRUCK LINES, an individual, 5194 Houston Road, Post Office Box 7154, Macon, Ga. 31204. Applicant's representative: T. Baldwin Martin, 700 Home Federal Building, Macon, Ga. 31201. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Bakery products, advertising products, stationery, display racks and pallets*, and on return trips, *raw material* for Sunshine Biscuit Co., *packaging supplies and pallets and rejected shipments*, from the plant of Sunshine Biscuit Co., Columbus, Ga., to points in Florida, under contract with Sunshine Biscuit Co. NOTE: If a hearing is deemed necessary, applicant requests it be held at Columbus, or Atlanta, Ga.

No. MC 134421 filed March 12, 1970. Applicant: SAUL TRUCKING, INC., Mesick, Mich. 49668. Applicant's representatives: Frank Saul (same address as applicant) and Norman C. Farhat, Thomas More Building, Suite 2A, 417 Seymour Avenue, Lansing, Mich. 48933. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods*, from Mesick, Frankfort, and Bear Lake, Mich., to Pottstown and Morgantown, Pa.; Dayton, Cincinnati, Cleveland, and Youngstown, Ohio; Des Moines, Waterloo, Iowa City, and Davenport, Iowa; Cheboygan, Madison, and Milwaukee, Wis.; Chicago, Springfield, and Joliet, Ill.; Omaha, Nebr.; Richmond, Va.; and Arkansas. NOTE: If a hearing is deemed necessary, applicant requests it be held at Lansing, or Grand Rapids, Mich.

No. MC 133581 (Sub-No. 3), filed February 9, 1970. Applicant: HOLDT POTATO COMPANY, INC., Rural Route No. 2, Red Cloud, Nebr. 68970. Applicant's representative: Frederick H. Coffman, 521 South 14th Street (Post Office Box 806), Lincoln, Nebr. 68501. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Cheese*, (a) from points in Wisconsin to Red Cloud, Nebr., and points in Arizona, California, Missouri, Kansas, New Mexico, and Oklahoma, and (b) from Red Cloud, Nebr., to points in Kansas, New Mexico, and Oklahoma, (2) *equipment, materials, and supplies* used in the manufacture of cheese, between points in Wisconsin and points in Nebraska, (3) *rejected and unused cheese*, (a) from points in Arizona, California, Kansas, Missouri, New Mexico, and Oklahoma, to Red Cloud, Nebr., and points in Wisconsin, and (b) from Red Cloud, Nebr., to points in Wisconsin, under continuing contract with Don Pauly Cheese, Inc. NOTE: Applicant states that no duplication of authority is sought. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 133652 (Sub-No. 1), filed April 7, 1970. Applicant: WINKOMA, INC., Hospers, Iowa 51238. Authority sought to operate as a *common carrier*,

by motor vehicle, over irregular routes, transporting: *Commodities* dealt in by retail gift shops and retail curio shops, from Monroe, Wis., to points in Arkansas, Iowa, Kansas, Missouri, Nebraska, Oklahoma, and East St. Louis, Ill. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. Applicant further states that no duplicating authority is sought. If a hearing is deemed necessary, applicant requests it be held at Madison, Wis.

No. MC 134215 (Sub-No. 1), filed March 26, 1970. Applicant: MINNESOTA EXPRESS, INC., Box 245, 617 West Pacific Avenue, Willmar, Minn. 56201. Applicant's representative: Wilbur F. Appelgren (same address as above). Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Bakery goods*, from Hopkins, Minn., to Brookings, Madison, Mitchell, Watertown, Clark, and Milbank, S. Dak., under contract with Red Owl Stores, Inc., Minneapolis, Minn. NOTE: If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn.

No. MC 134284 (Sub-No. 1), filed April 7, 1970. Applicant: JOSEPH A. MARTIN, 216 South Birchwood Street, Davenport, Iowa 52802. Applicant's representative: Kenneth F. Dudley, 901 South Madison Avenue, Post Office Box 279, Ottumwa, Iowa 52501. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Castings and patterns*, between Durant, Iowa, on the one hand, and, on the other, points in Illinois and Wisconsin, under contract with Russelloy Foundry. If a hearing is deemed necessary, applicant requests it be held at Des Moines, Iowa.

No. MC 134286 (Sub-No. 2), filed April 3, 1970. Applicant: ARCTIC TRANSPORT, INC., 1005 West South Omaha Bridge Road, Council Bluffs, Iowa 51501. Applicant's representative: Charles J. Kimball, 605 South 14th Street, Post Office Box 2028, Lincoln, Nebr. 68501. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products and meat byproducts*, as described in section A to appendix I, of the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except hides and skins, and commodities in bulk), from South St. Joseph, Mo., to points in Ohio, Pennsylvania, New York, Massachusetts, Connecticut, Rhode Island, New Jersey, Maryland, and the District of Columbia; restricted to shipments originating at the plantsite of Swift & Co. at South St. Joseph, Mo., and destined to named destinations. NOTE: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Kansas City, Mo.

No. MC 134300 (Sub-No. 4), filed April 6, 1970. Applicant: PELHAM PRODUCE CARRIERS, INC., 649 Pelham Boulevard, St. Paul, Minn. 55114. Applicant's representative: Val M. Higgins, 1000 First National Bank Building, Minneapolis, Minn. 55402. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products, meat byproducts, dairy products and articles distributed by meat packinghouses* as described in sections A, B, and C of Appendix I to the report in *Descriptions of Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except commodities in bulk and except hides), from St. Paul, Minn., to points in Indiana, Ohio, West Virginia, Virginia, Pennsylvania, Connecticut, Massachusetts, Vermont, New Hampshire, and New York. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Minneapolis, Minn.

No. MC 134301 (Sub-No. 3), filed March 27, 1970. Applicant: AIRLINE SERVICES (CANADA) LTD., Indian Line and Elm Bank, Malton, Ontario, Canada. Applicant's representative: William J. Hirsch, 43 Niagara Street, Buffalo, N.Y. 14202. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Machinery and equipment parts*, limited to shipments of 1,000 pounds or less, between ports of entry on the Niagara River on the International Boundary line between the United States and Canada, on the one hand, and, on the other, points in New York and Pennsylvania. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. It further states no duplicate authority is being sought. If a hearing is deemed necessary, applicant requests it be held at Buffalo, N.Y.

No. MC 134323 (Sub-No. 1), filed March 31, 1970. Applicant: JAY LINES, INC., Post Office Box 1644, 6210 River Road, Amarillo, Tex. 79109. Applicant's representative: Frederick J. Coffman, 521 South 14th Street, Post Office Box 806, Lincoln, Nebr. 68501. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts and articles distributed by meat packinghouses*, from the plantsite and facilities of Missouri Beef Packers, Inc., at or near Friona, Tex., to points in Connecticut, Delaware, Kentucky, Maine, Maryland, Masachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, and the District of Columbia under continuing contract with Missouri Beef Packers, Inc. NOTE: If a hearing is deemed necessary, applicant requests it be held at Amarillo, or Dallas, Tex., or Lincoln, Nebr.

No. MC 134368 (Sub-No. 2), filed April 7, 1970. Applicant: NATIONAL RENTAL SERVICE OF OSHKOSH, INC., Post Office Box 1247 Wittman Field, Oshkosh, Wis. 54901. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *General commodities* (except class A and B explosives) having a prior or subsequent movement by air, between Wittman Field ,Wis., on the one hand, and, on the other, points in Dodge, Marquette, Waushara, Waupaca, Outagamie, Calumet, Winnebago, Green Lake, and Fond du Lac Counties, Wis. NOTE: If a hearing is deemed necessary, applicant requests it be held at Oshkosh, Green Bay, or Milwaukee, Wis.

No. MC 134452, filed March 26, 1970. Applicant: EUREKA CARTAGE COMPANY, INC., 5821 West Ogden Avenue, Cicero, Ill. 60650. Applicant's representative: Charles W. Singer, 33 North Dearborn Street, Chicago, Ill. 60602. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Iron and steel articles and construction materials, equipment, supplies and paraphernalia*, from the plant and warehouse sites of the Ceco Corporation at Chicago and Lemont, Ill., to points in Wisconsin, Minnesota, Iowa, Missouri, Kentucky, Indiana, Illinois, Ohio, and Michigan; and (2) *equipment, materials, supplies and paraphernalia*, used in, or incidental to the construction and dismantling of bridges, highways, buildings and other structures, between points in Wisconsin, Minnesota, Iowa, Missouri, Kentucky, Indiana, Illinois, Ohio, and Michigan under contract with The Ceco Corp., restricted to movements from, to, or between the construction sites of The Ceco Corp. Note: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 134456, filed March 23, 1970. Applicant: WILLIAM J. MORRIS, JR., doing business as BIL-OR TRUCKING CO., 14 Oliver Street, Spotswood, N.J. 08884. Applicant's representative: Jaques S. Lederman, 280 Hobart Street, Perth Amboy, N.J. 08861. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Fabricated plastics and materials and supplies* used in the maufacture of plastics, between Edison, N.J., on the one hand, and, on the other, points in New York, and Philadelphia, Pottsville, Exton, Kintersville, Chester, Lester, and Ranson, Pa., under contract with Edison Plastics Co., Edison, N.Y. If a hearing is deemed necessary, applicant requests it be held at Newark, N.J.

No. MC 134477 (Sub-No. 1), filed April 1, 1970. Applicant: SCHANNO TRANSPORTATION, INC., 5 West Mendota Road, West St. Paul, Minn. 55118. Applicant's representative: Paul Schanno (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products, meat byproducts, dairy products, and articles distributed by meat packinghouses*, as described in sections A, B, and C of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except commodities in bulk and hides), from St. Paul, Minn., to points in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, and the District of Columbia. NOTE: If a hearing is deemed necessary,

applicant requests it be held at Minneapolis, Minn., Chicago, Ill., or Washington, D.C.

No. MC 134484, filed March 31, 1970. Applicant: MORGAN G. EDWARDS AND DAVID G. EDWARDS, a Partnership, doing business as EDWARD BROS., 1875 North Holmes, Post Office Box 2481, Idaho Falls, Idaho 83401. Applicant's representative: Dennis M. Olsen, 485 "E" Street, Idaho Falls, Idaho. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fresh and frozen meat*, (1) between points in Bonneville, Jefferson, Fremont, Bingham, Power, Lemhi, Clark, Butte, Bannock, Gooding, Twin Falls, Cassia, and Minidoka Counties, Idaho, on the one hand, and, on the other, points in Nevada, California, Montana, Oregon, Washington, Utah, and Arizona; and (2) between points in Jefferson County, Idaho, on the one hand, and, on the other, points in Power County, Idaho. NOTE: Applicant states it does not intend to tack. If a hearing is deemed necessary, applicant requests it be held at Idaho Falls, Idaho.

No. MC-134496 (Sub-No. 1), filed April 8, 1970. Applicant: A & B EXPRESS COMPANY, a corporation, 6314 Dewey Avenue, West New York, N.J. Applicant's representative: George A. Olsen, 69 Tonnele Avenue, Jersey City, N.J. 07306. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Liquors* (except in bulk), from Brooklyn, N.Y., to Albany, Buffalo, Rochester, Syracuse, and points in Nassau, Suffolk, Orange, Rockland, and Westchester Counties, N.Y.; under contract with Monsieur Henri Wind Ltd. NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or New York, N.Y.

MOTOR CARRIER OF PASSENGERS

No. MC 134463 (Sub-No. 2), filed March 31, 1970. Applicant: WESTWARD-HO CAMPING TOURS, INC., 442 Spring Valley Road, Paramus, N.J. 07652. Applicant's representative: George A. Olsen, 69 Tonnele Avenue, Jersey City, N.J. 07306. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers* in the age group from 11 to 16 years old and their *baggage* when moving in the same vehicle and at the same time with camping equipment, and *camping equipment* when moving in the same vehicle and at the same time with passengers and their baggage, in vehicles with a seating capacity not to exceed 15 passengers in personally conducted, all expense, roundtrip, special or charter operations, beginning and ending at Paramus, N.J., and extending to points in the United States, including Alaska and Hawaii. NOTE: If a hearing is deemed necessary, applicant requests it be held at Newark, N.J.

APPLICATION FOR BROKERAGE LICENSE

PASSENGER

No. MC 130113, filed March 30, 1970. Applicant: RAYMOND L. SWINGLE, doing business as IDEAL TRAVEL SERVICE, an individual, 11 Esther Avenue, Binghamton, N.Y. 13903. Applicant's representative: Norman M. Pinsky, 345 South Warren Street, Syracuse, N.Y. 13202. For a license (BMC 5) to engage in operations as a *broker* at Binghamton, N.Y., in arranging transportation by motor vehicle in interstate or foreign commerce of *passengers and their baggage*, in special and charter operations, beginning and ending at points in Chenango and Broome Counties, N.Y., and extending to points in the continental United States (except Alaska and Hawaii).

APPLICATIONS IN WHICH HANDLING WITHOUT ORAL HEARING HAS BEEN REQUESTED

No. MC 114290 (Sub-No. 43), filed March 6, 1970. Applicant: EXLEY EXPRESS, INC., 2610 Southeast Eighth, Portland, Oreg. 97202. Applicant's representative: James T. Johnson, 1610 IBM Building, Seattle, Wash. 98101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Pickles, sauerkraut and relish*, from Scappoose, Oreg., to points in California (except Redding), and points in Arizona and Nevada. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority.

No. MC 133351 (Sub-No. 2) (Clarification), filed October 27, 1969, published in the FEDERAL REGISTER issue of November 20, 1969, clarified April 17, 1970, and republished as clarified, this issue. Applicant: ELTON F. PERKINS, doing business as PERKINS LUMBER COMPANY, Greene, Maine 04236. Applicant's representative: Peter L. Murray, 465 Congress Street, Portland, Maine 04111. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Coveyor systems, and machinery* used in the shoe and textile industries, and *parts* thereof, from shipper's plant at Lewiston, Maine, to customers of shipper located in that part of the United States east of North and South Dakota, Nebraska, Kansas, Oklahoma, and Texas, under contract with Diamond Machinery Co. NOTE: Applicant states that the requested authority cannot be tacked with its existing authority. The purpose of this republication is to clarify the commodity description by inserting a comma after systems and industries.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary*.

[F.R. Doc. 70-5201; Filed, Apr. 29, 1970; 8:45 a.m.]

[Notice 67]

MOTOR CARRIER TEMPORARY AUTHORITY APPLICATIONS

APRIL 24, 1970.

The following are notices of filing of applications for temporary authority under section 210a(a) of the Interstate Commerce Act provided for under the new rules of Ex Parte No. MC-67 (49 CFR Part 1131), published in the FEDERAL REGISTER, issue of April 27, 1965, effective July 1, 1965. These rules provide that protests to the granting of an application must be filed with the field official named in the FEDERAL REGISTER publication, within 15 calendar days after the date of notice of the filing of the application is published in the FEDERAL REGISTER. One copy of such protests must be served on the applicant, or its authorized representative, if any, and the protests must certify that such service has been made. The protests must be specific as to the service which such protestant can and will offer, and must consist of a signed original and six copies.

A copy of the application is on file, and can be examined at the Office of the Secretary, Interstate Commerce Commission, Washington, D.C., and also in field office to which protests are to be transmitted.

MOTOR CARRIERS OF PROPERTY

No. MC 36556 (Sub-No. 21 TA), filed April 21, 1970. Applicant: HOWARD E. BLACKMON, doing business as HOWARD BLACKMON TRUCK SERVICE, Post Office Box 186, Somers, Wis. 53171. Applicant's representative: Earle Munger, Schwartz Building, 520 58th Street, Kenosha, Wis. 53140. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Malt beverages*, in containers; and *advertising material and commodities*, for the sale and distribution of said beverages, from the plantsite of Falstaff Brewing Corp., Fort Wayne, Ind., to the warehouse of C. J. Wavro & Son, Inc., Kenosha, Wis., and *empty containers and pallets*, on return, for 180 days. Supporting shipper: C. J. Wavro & Son, Inc., 3637 30th Avenue, Kenosha, Wis. 53140 (C. J. Wavro, President). Send protests to: District Supervisor Lyle D. Helfer, Interstate Commerce Commission, Bureau of Operations, 135 West Wells Street, Room 807, Milwaukee, Wis. 53203.

No. MC 107295 (Sub-No. 368 TA), filed April 21, 1970. Applicant: PRE-FAB TRANSIT CO., Post Office Box 146, Farmer City, Ill. 61842. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Sewer pipe, sewer pipe fittings* (except iron or steel pipe and pipe fittings), *bituminized fibre; bitmunized conduit connections, and meter boxes;* from Louisiana, Mo.; to points in Connecticut, Illinois, Michigan, New York, North Carolina, Arkansas, Rhode Island, Kentucky, Tennessee, and Kansas, for 180 days. Supporting shipper: Tallman Conduit Co., 600 South Main Street, Louisiana, Mo. 63353. Send protests to: Harold Jolliff, District Supervisor, Interstate Commerce Commission, Bureau of Operations, Room 476, 325 West Adams, Springfield, Ill. 62704.

No. MC 107295 (Sub-No. 369 TA), filed April 21, 1970. Applicant: PRE-FAB TRANSIT CO., Post Office Box 146, Farmer City, Ill. 61842. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Gypsum and gypsum products; and*

materials and supplies used in the installation and distribution thereof, from Chicago, Ill., to points in Indiana, Kentucky, Minnesota, Missouri, and Wisconsin, for 180 days. Supporting shipper: Georgia-Pacific Corp., 1062 Lancaster Avenue, Rosemont, Pa. 19010. Send protests to: Harold Jolliff, District Supervisor, Interstate Commerce Commission, Bureau of Operations, Room 476, 325 West Adams, Springfield Ill. 62704.

No. MC 114457 (Sub-No. 84 TA), filed April 21, 1970. Applicant: DART TRANSIT COMPANY, 780 North Prior Avenue, St. Paul, Minn. 55104. Applicant's representative: James C. Hardman, 33 North Dearborn, Chicago, Ill. 60602. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Paper and paper products*, from Brainerd and Cloquet, Minn., to points in Illinois (except Chicago and its commercial zone), Indiana, Ohio, and the lower peninsula of Michigan, restricted to shipments originating at the plant and warehouse sites of the Northwest Paper Co. at the named origins, for 180 days. Supporting shipper: The Northwest Paper Co., Cloquet, Minn. Send protests to: District Supervisor A. E. Rathert, Interstate Commerce Commission, Bureau of Operations, 448 Federal Building and U.S. Courthouse, 110 South Fourth Street, Minneapolis, Minn. 55401.

No. MC 114939 (Sub-No. 41 TA), filed April 21, 1970. Applicant: BULK CARRIERS LIMITED, Box 10, Cooksville, Ontario, Canada. Applicant's representative: Robert D. Schuler, Suite 1700, 1 Woodward Avenue, Detroit, Mich. 48226. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Anhydrous aluminum chloride*, dry, in bulk, in tank vehicles, from points of entry on the United States-Canada boundary line on the St. Clair, Detroit, Niagara, and St. Lawrence Rivers to Baton Rouge, La.; Ashtabula, Ohio; Texas City, Tex., and Port Arthur, Tex.; restricted to shipments originating at points in Ontario, Canada, for 180 days. Supporting shipper: Welland Chemical of Canada, Ltd., 2365 Dixie Road North, Mississauga, Ontario, Canada. Send protests to: George M. Parker, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 518 Federal Office Building, 121 Ellicott Street, Buffalo, N.Y. 14203.

No. MC 115322 (Sub-No. 68 TA), filed April 21, 1970. Applicant: REDWING REFRIGERATED, INC., Post Office Box 1698, Sanford, Fla. 32771. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Citrus products, beverages and beverage preparations*, from Bradenton, Fla., to points in Connecticut, Delaware, District of Columbia, Maryland, Massachusetts, Maine, New Hampshire, New Jersey, New York, Virginia, West Virginia, Pennsylvania, Vermont, and Rhode Island, for 180 days. Supporting shipper: Tropicana Products Sales, Inc., Post Office Box 338, Bradenton, Fla. 33505. Send protests to: District Supervisor G. H. Fauss, Jr., Bureau of Operations, Interstate Commerce Commission, Box 35008, 400 West Bay Street, Jacksonville, Fla. 32202.

No. MC 116810 (Sub-No. 6 TA), filed April 21, 1970. Applicant: BAIR TRANSPORT, INC., Post Office Box 216, Riverside, N.J. 08075. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Potato chips, popcorn, bakery goods, chips, twists or puffs, and pork skins or bacon rind, fried*, from Berwick, Pa., to points in New York within 150 miles of Newark, N.J., and Berwick, Pa., for 180 days. Supporting shipper: Wise Foods, Berwick, Pa. 18603. Send protests to: Raymond T. Jones, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 410 Post Office Building, Trenton, N.J. 08608.

No. MC 123067 (Sub-No. 103 TA), filed April 21, 1970. Applicant: M & M TANK LINES, INC., Post Office Box 612, Winston-Salem, N.C. 27102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, from Wilmington, N.C., to points in Virginia, for 180 days. Supporting shipper: Hess Oil & Chemical Division, Amerada Hess Corp., Post Office Box 52, Galena Park, Tex. 77547. Send protests to: Jack K. Huff, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 316 East Morehead, Suite 417, BSR Building, Charlotte, N.C. 28202.

No. MC 123475 (Sub-No. 5 TA), filed April 20, 1970. Applicant: LIGHTNING SUPPLY, INC., Highway 50, West, Salem, Ill. 62881. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Anhydrous ammonia*, from Terre Haute, Ind., to Ashmore, Junction, Martinsville, Mulkeytown, and Sigel, Ill., for 180 days. Supporting shipper: International Minerals & Chemical Corp., 5401 Old Orchard Road, Skokie, Ill. 60076. Send protest to: Harold Jolliff. District Supervisor, Interstate Commerce Commission, Bureau of Operations, Room 476, 325 West Adams Street, Springfield, Ill. 62704.

No. MC 124078 (Sub-No. 432 TA), filed April 21, 1970. Applicant: SCHWERMAN TRUCKING CO., 611 South 28th Street, Milwaukee, Wis. 53246. Applicant's representative: James R. Ziperski (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid and solidified carbon dioxide*, in shipper-owned trailers, from the plantsite of Liquid Carbonic Corp., at Chicago, Ill., to points in Indiana, Michigan and Ohio, for 150 days. Supporting shipper: Airco Industrial Gases Division of Air Reduction Co., Inc., 575 Mountain Avenue, Murray Hill, N.J. 07974 (R. D. Heard, Transport Equipment Fleet Administrator). Send protests to: District Supervisor Lyle D. Helfer, Interstate Commerce Commission, Bureau of Operations, 135 West Wells Street, Room 807, Milwaukee, Wis. 52203.

No. MC 124078 (Sub-No. 433 TA), filed April 21, 1970. Applicant: SCHWERMAN TRUCKING CO., 611 South 28th Street, Milwaukee, Wis. 53246. Applicant's representative: James R. Ziperski (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Carbon dioxide*, in shipper-owned trailers, from the plantsite of Olin Corporation, at or near Brandenburg, Ky., to points in Indiana, Ohio, and West Virginia, for 150 days. Supporting shipper: Airco Industrial Gases, Division of Air Reduction Co., Inc., 575 Mountain Avenue, Murray Hill, N.J. 07974 (R. D. Heard, Transport Equipment Fleet Administrator). Send protests to: District Supervisor Lyle D. Helfer, Interstate Commerce Commission, Bureau of Operations, 135 West Wells Street, Room 807, Milwaukee, Wis. 53203.

No. MC 126660 (Sub-No. 2 TA), filed April 21, 1970. Applicant: G & G CARRIERS, INC., Post Office Box 102, Second and Pine Streets, Camden, N.J. 08101. Applicant's representative: James W. Patterson, 123 South Broad Street, Philadelphia, Pa. 19109. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Ferrous and nonferrous scrap metals*, from New York, N.Y., to Phillipsburg, Sewaren, Florence, Burlington, and Camden, N.J., for 180 days. Supporting shipper: Giordano Waste Material Co., Post Office Box 102, Second and Pine Streets, Camden, N.J. 08101. Send protests to: Raymond T. Jones, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 410 Post Office Building, Trenton, N.J. 08608.

MOTOR CARRIER OF PASSENGERS

No. MC 134519 TA, filed April 21, 1970. Applicant: JAMES A. AUTREY, doing business as AUCO TOURS, Route 7, Sevierville, Tenn. 37862. Applicant's representative: Robert E. Pryor, Valley Fidelity Bank Building, Knoxville, Tenn. 37901. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers*, between Knoxville, Tenn., and Cherokee, N.C.; from Knoxville over U.S. Highway 441, thru Sevierville, Pigeon Forge, and Gatlinburg, Tenn., to Cherokee, and return over U.S. Highway 441 and Tennessee Highway 73 thru Maryville, Tenn., for 180 days. Supporting shippers: Knoxville Tourist Bureau, Knoxville, Tenn.; Travel Lodge, Sevierville, Tenn.; Smoky Mountain Trailways, Gatlinburg, Tenn.; Manager, Andrew Johnson Hotle, Knoxville, Tenn.; Mayro, city of Pigeon Forge, Pigeon Forge, Tenn. Send protests to: Joe J. Tate, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 803, 1808 West End Building, Nashville, Tenn. 37203.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 70-5289; Filed, Apr. 29, 1970; 8:50 a.m.]

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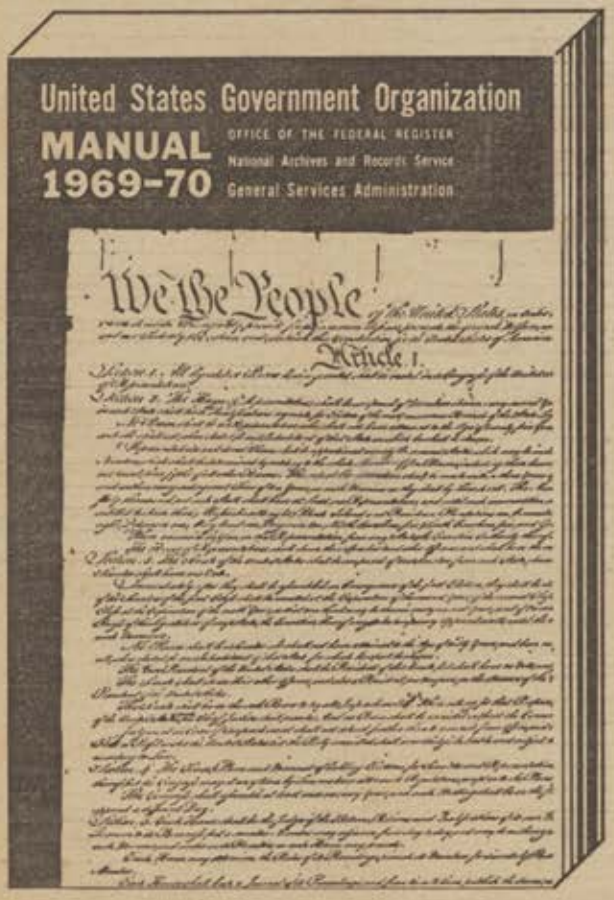

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