

Decision No. 85134**ORIGINAL**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of: }
 OSBORNE HIGHWAY EXPRESS, a California }
 Corporation, for ex parte authority }
 to add two additional shipping points }
 to the Public Utilities Code Section }
 3666 deviation authority granted in }
 Decision Number 84098 in connection }
 with the transportation of recyclable }
 scrap or waste paper. }

Application No. 55875
 (Filed August 18, 1975)

O P I N I O N

By Decision No. 84098 dated February 19, 1975 Osborne Highway Express (applicant) was granted authority to deviate from the provisions of Minimum Rate Tariff 2 (MRT 2) for the transportation of scrap or waste paper from three points in southern California to four points in northern California for Fibreboard Corporation. By this application authority is requested to extend the service to two additional origin points.^{1/}

According to the application the two added points will cause no operational problems. The service and cost elements are essentially identical to the evidence offered in the proceeding which led to Decision No. 84098.

The application was duly noticed in the Commission's Daily Calendar of August 22, 1975. No objection or request for public hearing has been received.

1/ Bel Art
 2495 East 68th Street
 Long Beach

Bel Art
 512 East Vermont
 Anaheim

After consideration we find that the addition of two origin points to those authorized by Decision No. 84098 is justified and conclude that Appendix A to that decision be so amended.

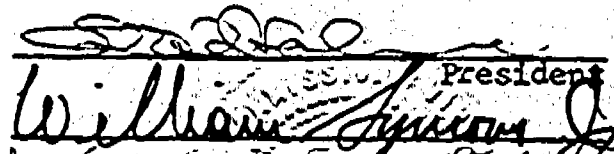
O R D E R

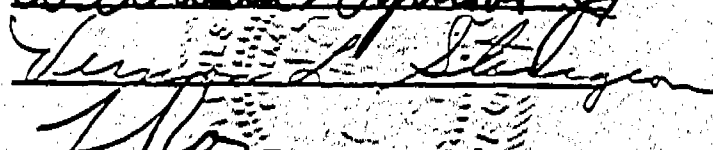
IT IS ORDERED that:

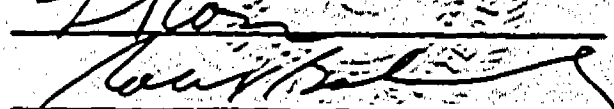
1. Appendix A to Decision No. 84098 is superseded by Appendix A attached hereto.
2. In all other respects Decision No. 84098 shall remain in full force and effect.

The effective date of this order is the date hereof.

Dated at San Francisco, California, this 18th
day of NOVEMBER, 1975.



President




Commissioners

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Carrier: Osborne Highway Express.

Shipper: Fibreboard Corporation.

Commodity: Scrap or waste paper, not sensitized (National Motor Freight Classification 100-A, Item 151390, Sub 7).

Rate: One hundred twelve and one-half percent (112.5%) of the rail rate per hundred pounds.

Origins: Independent Paper Stock Company, Long Beach;
Pacific Paper Grading, Sun Valley;
Pacific Paper Grading, Lancaster;
Bel Art, Long Beach;
Bel Art, Anaheim.

Destinations: Fibreboard Corporation, Antioch;
Crown Zellerbach, Antioch;
Fibreboard Corporation, Stockton;
Inland Container Corporation, Newark.

- Conditions:
- (1) Not applicable to split-pickup or split-delivery shipments.
 - (2) Shipments will be paid for by the shipper on a prepaid basis.
 - (3) Shipments are to be loaded by equipment furnished and utilized without expense to carrier, with carrier having the right to drop trailer equipment for shipper loading.
 - (4) Shipments will have a 100,000-pound minimum weight.
 - (5) Shipments will have a released value of \$75.00 per 50,000-pound load in the event of loss or damage.
 - (6) Rate shall apply only when commodity is transported in carrier-owned trailers and by driver-owned tractors under existing Subcontractor Agreement (see Condition 10).
 - (7) Northbound shipments under this rate authority must be performed immediately subsequent to a prior southbound shipment from Ukiah or the San Francisco Territory (as defined in Item 270-3 of Minimum Rate Tariff Number 2) to the Los Angeles Territory (as defined in Item 270-3 of Minimum Rate Tariff Number 2) performed in carrier-owned trailers and driver-owned tractors under the existing Subcontractor Agreement.

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- (8) Subcontractor (driver-tractor) shall not receive less than sixty-five percent (65%) of the revenue accruing to the carrier for the portion of the shipment transported by the subcontractor, such portion being subject to a minimum weight of 50,000 pounds.
- (9) Consignor must annotate the bill of lading with the recycling clause: "The involved materials are being transported for purposes of recycling in a movement from _____ to _____."
- (10) General provisions of Subcontractor Agreement are:
 - (a) Carrier provides:
 - (i) Trailers with all tires (fully licensed);
 - (ii) All accessories for trailer, including U-boards, tie-down equipment, tarps;
 - (iii) Full maintenance of trailing equipment;
 - (iv) All administration and sales;
 - (v) Collection of all accounts receivable, with payment to subcontractor whether or not account is collected;
 - (vi) Payment of all revenue taxes;
 - (vii) Payment of all insurance premiums (with shared deductible), including: public liability and property damage; fire and theft; comprehensive; bobtail; cargo.

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- (b) Subcontractor (driver-tractor) provides:
 - (i) Tractor (required to be sleeper equipped, with three hundred horsepower engine, 140" wheel-base, sliding fifth wheel, headrack and 22" tubeless tires);
 - (ii) Fuel (sold by carrier at cost from two keylock supplies);
 - (iii) Maintenance on tractor;
 - (iv) All tires on tractor;
 - (v) Tractor licenses;
 - (vi) Driver.
- (11) Any revision of the Subcontractor Agreement which would change the terms of compensation to either carrier or subcontractor shall not apply to this rate authority unless such change is approved in advance by written order of the Commission.
- (12) To the extent not otherwise specifically provided herein the provisions of Minimum Rate Tariff Number 2 shall apply.