

ORIGINAL

Decision No. 67163

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application)	
of AL SCANNAVINO, an individual)	
doing business as AL SCANNAVINO)	
TRUCKING CO., for authority to)	Application No. 46344
depart from minimum rates, rules)	(Filed April 1, 1964)
and regulations applicable in con-)	
nection with certain transportation)	
to be performed for UNITED VINTNERS,)	
INC.)	

INTERIM OPINION AND ORDER

Al Scannavino, doing business as Al Scannavino Trucking Co., holds permits to operate as a radial highway common carrier, highway contract carrier and city carrier and certificates of public convenience and necessity to operate as a highway common carrier. By this application, he seeks authority as a highway contract carrier to transport wine, champagne, sparkling wine, brandy, grape juice and wine vinegar, in packages, for United Vintners, Inc., from Madera to Los Angeles and empty glass bottles from Saugus to Madera at a yearly vehicle unit rate of 42 cents per mile subject to a minimum annual mileage of 130,000 miles. This rate would be assessed in lieu of the minimum rates otherwise applicable.

Applicant states that he is now, and for many years past has been, transporting wine, champagne, sparkling wine, brandy, grape juice and wine vinegar, in packages, for United Vintners, Inc., from Asti to Los Angeles. The shipper is presently moving a substantial portion of its bottling operations from Asti to Madera, and when this is accomplished, the products will be moved from Madera to Los Angeles and empty bottles will be transported on the return trip from Saugus to Madera. Applicant anticipates that the traffic will consist of one load each day in each direction when the bottling operations at Madera commence on or about May 1, 1964, and the movement will increase as the operations progress.

The application shows that the shipper has caused an investigation to be made of the cost of handling this traffic through the use of proprietary equipment and has concluded that that method of handling this round-trip traffic would result in costs substantially below the cost which would accrue through the use of applicant at minimum rates. Applicant, in turn, has caused a study to be made of his cost of handling this traffic. His study has caused him to conclude that the shipper could achieve a lower cost for this transportation through use of proprietary equipment than through use of his service at minimum rates. Assertedly, the shipper is in a position to acquire proprietary equipment and applicant believes that it will do so unless the relief herein requested is granted.

Attached to the application as Appendix A is a study of the cost to applicant of providing the service on a yearly vehicle unit basis. Applicant avers that the cost study justifies the proposed yearly vehicle unit rate and that it is a reasonable rate for the traffic herein involved.

Applicant asks that an order in this proceeding be issued ex parte for the reason that the shipper has informed him that unless the proposed rate is available when operations are commenced in the new Madera bottling plant, the shipper will procure its own equipment and dispense with applicant's services for movement of this traffic. It is of great concern to applicant that the rate here proposed be made available not later than May 1, 1964.

A copy of the verified application was served upon California Trucking Association. That organization initially opposed ex parte consideration and requested that the matter be set for public hearing. Subsequently California Trucking Association informed the Commission that, in view of the exigency of timing involved in this matter, it would have no objection to the establishment of the rate effective May 1 as requested by applicant, subject to such later

handling of the matter as the Commission may deem necessary.

Applicant's certificate of public convenience and necessity to transport wine and related articles between the points herein involved was recently conditioned at applicant's request to exclude wine, in cases, between Madera County and Los Angeles.¹ That condition became effective April 20 and provided that applicant shall amend his tariff accordingly within a specified period. The rate deviation sought in the instant application can be authorized to applicant as a highway contract carrier when the tariff has been amended pursuant to Decision No. 67021.

Upon consideration of the facts and special circumstances herein alleged, the Commission concludes that the proposed rate should be authorized pending decision on the evidence to be adduced at a public hearing. The Commission finds that the proposed rate will be reasonable pending such consideration and disposition.

IT IS ORDERED that:

1. Al Scannavino, doing business as Al Scannavino Trucking Co., is hereby authorized, as a highway contract carrier, to depart from the provisions of the minimum rate orders otherwise applicable for transportation described in Appendix A hereof for United Vintners, Inc., at the rate set forth in and subject to the provisions shown in Appendix A attached hereto and by this reference made a part hereof. This authority may not be exercised for any service which applicant is concurrently authorized to perform under an effective tariff filed pursuant to a certificate of public convenience and necessity granted by this Commission.


¹ Decision No. 67021, dated March 31, 1964, in Application No. 46169.

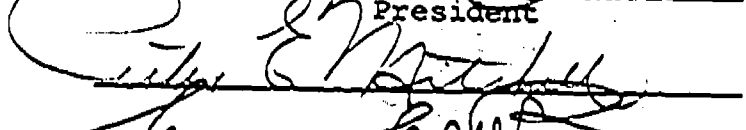
2. The authority herein granted shall be subject to cancellation or revision by the Commission upon consideration of evidence to be adduced at a public hearing to be scheduled, and shall in any event expire with April 30, 1965, unless otherwise ordered by the Commission.

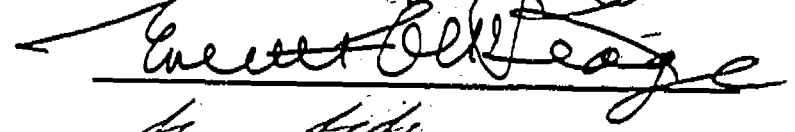
This order shall become effective on the date hereof.


Dated at San Francisco, California, this 28th day of

April, 1964.



President






Commissioners

Commissioner Frederick B. Holoboff, being necessarily absent, did not participate in the disposition of this proceeding.

APPENDIX A

AL SCANNAVINO TRUCKING CO.

STATEMENT OF YEARLY VEHICLE UNIT RATE PROVISIONS
FOR APPLICATION TO CERTAIN TRAFFIC OF
UNITED VINTNERS, INC.

Rates per mile in dollars per unit of equipment:

<u>Type of Carrier's Motor Power Equipment</u>	<u>Rate</u>
220 Horsepower Diesel Tractor	42 cents per mile
<u>Type of Trailer Equipment</u>	
27' Flat-rack Semi-Trailer	<u>Minimum Annual Mileage</u>
27' Flat-rack Pull-Trailer	<u>130,000 Miles</u>

Subject to the following conditions:

a. Rate includes exclusive use of equipment for a period of 365 successive days, except on Sundays, New Year's Day, Washington's Birthday, Memorial Day, Christmas, 4th of July, Labor Day and Thanksgiving Day, for movement of wine, champagne, sparkling wine, brandy, grape juice and wine vinegar, in packages, from plant of United Vintners, Inc., located at 24246 Avenue Thirteen, Madera, California, to the plant of United Vintners, Inc., located at 2200 South Saybrook Avenue, Los Angeles, California, and on return trip, for movement of empty glass bottles from the plant of Thatcher Glass Company, located at 25665 Springbrook Road, Saugus, California, to the plant of United Vintners, Inc., located at 24246 Avenue Thirteen, Madera, California.

b. Rate is subject to use of equipment for an annual minimum mileage of 130,000 miles, which mileage must be accumulated on the basis of one round trip on each of 250 separate 24-hour periods during authorized use days.

c. Rate includes an allowance of 4 hours per round trip for loading and unloading equipment, and time consumed in excess of that allowed will be charged at the rate of \$7.00 per hour, or any fraction thereof.

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d. Rate applies for a period of 365 successive days.
e. Rate includes the services of a driver only.
f. The rate applies only when prior to use of equipment, a written agreement is made subject to the conditions hereinafter specified, covering the specific use of an identified unit of equipment of the type specified above for a period of not less than 365 successive days.

g. The written agreement shall include the following information:

- (1) Date of agreement, date transportation service is to commence and duration of the agreement.
- (2) Identification of equipment by license number or otherwise.
- (3) Mileage rate, minimum annual mileage and statement of basis upon which mileage is to be accumulated.
- (4) Loading and unloading time allowed and rate per hour for excess loading and unloading time.
- (5) The points between which the equipment shall operate and the commodities which it shall transport between such points.
- (6) A clause stating that the agreement is canceled if the charges are not remitted by the shipper and collected by the carrier as required by this decision.
- (7) The agreement shall be in substantially the following form:

Date _____

In accordance with the provisions of Decision No. _____, in Application No. 46344, I hereby elect to have services hereinafter described performed by Al Scannavino, doing business as Al Scannavino Trucking Co., under the rates and provisions of said decision, subject to the following terms:

Points of Service: _____
Commodities to Be Transported: _____
Period of Agreement: This agreement is effective for a period of 365 successive days, commencing on _____ and terminating on _____, except that this agreement shall be subject to cancellation or revision by order of the Public Utilities Commission of the State of California.

Identification of Equipment: _____

Rate: 42 cents per mile, subject to a minimum annual mileage of 130,000 miles, to be accumulated on the basis of one round trip between authorized points on each of 250 separate 24-hour periods during authorized days of use. Rate includes an allowance of 4 hours for loading and unloading per round trip; a charge of \$7.00 per hour, or any fraction thereof, will be made for loading or unloading time in excess of that allowed. Rate includes the services of a driver only.

Shipper: UNITED VINTNERS, INC. By _____
Its

Carrier: AL SCANNAVINO By _____
Al Scannavino

This agreement is canceled if the charges are not remitted by the shipper and collected by the carrier, as provided for in Decision No. _____.

This agreement may be canceled upon three days' written notice at the option of either party when service is required to be suspended for a period of 15 successive days by reason of a strike or an act of God affecting either carrier or shipper. If the contract is so canceled by the shipper, then shipper shall pay carrier for all transportation performed for that year up to the date of cancellation the full applicable minimum rate established by the California Public Utilities Commission.

h. On Monday of each week during the yearly period set forth in the written agreement, the carrier shall present a bill to the shipper in substantially the following form:

Name of Carrier _____ Bill No. _____
Permit No. _____
Date of Billing _____

Name of Shipper _____

Street Address _____

City _____

Identification of leased equipment _____

Date of lease _____

Miles operated during preceding week _____ Rate per mile _____ Charge _____

Excess loading and unloading time _____ Rate per hour _____ Charge _____

Number of hours for helpers _____ Rate per hour _____ Charge _____

TOTAL CHARGES _____

Accumulated mileage to _____; Miles _____

Difference between required minimum mileage and accumulated mileage: _____

Carrier _____

By _____

i. No later than Monday following the issuance of the weekly statement provided for in Paragraph h, the shipper shall remit and the carrier shall collect the charges set forth on such bill, or in the event the shipper does not agree with the charges set forth on such bill, he shall prior to the due date here set notify the carrier of the exceptions taken.

j. If at the time of the final weekly billing the accumulated mileage is less than the required minimum mileage, the final weekly bill shall include, in addition to the miles operated during the preceding week, a charge for the difference between the total number of miles accumulated over the year and the total minimum mileage upon which the rate here authorized is predicated.

End of Appendix A