

ORIGINAL

Decision No. 69300

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 depart from
minimum rates, rules and regulations
applicable in connection with certain
transportation to be performed for
UNITED VINTNERS, INC.

Application No. 47343
(Filed February 19, 1965)

Frank Loughran, for applicant.
C. D. Gilbert, A. D. Poe and H. F. Kollmyer,
for California Trucking Association,
interested party.
R. J. Carberry and J. C. Matson, for the
Commission staff.

O P I N I O N

By Decision No. 68879, dated April 13, 1965, in Application No. 46344, applicant was authorized, 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 the City of Commerce and to Whittier in Los Angeles County, and empty glass bottles from Saugus to Madera, at a yearly vehicle unit rate of 44 cents per mile subject to a minimum annual mileage of 130,000 miles, in lieu of the minimum rate otherwise applicable.

By this application, it is requested that the area of application of the authority be extended to all destination points in the counties of Santa Barbara, Ventura, Los Angeles, Orange, San Diego, San Bernardino and Riverside.

Public hearing on the application was held April 19, 1965 in San Francisco before Examiner Turpen. The application was not opposed. The Commission staff assisted in the development of the record.

The evidence introduced at the hearing was substantially the same as that introduced in Application No. 46344, including the same cost study. It is clear that the operations as proposed will be compensatory.

Based upon the evidence, we find that the proposed rate and governing rules are reasonable and conclude that the application should be granted. Because the conditions under which the transportation is to be performed may change, the authority granted will be limited to expire on June 30, 1966.

O R D E R

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 the transportation described in Appendix A, attached hereto and by this reference made a part hereof, for United Vintners, Inc., at the rate set forth in and subject to the provisions shown in said Appendix A.

2. The authority herein granted shall expire with June 30, 1966, unless otherwise canceled or changed by order of the Commission.

This order shall become effective ten days after the date hereof.

Dated at San Francisco, California, this 22nd day of June, 1965.

Fredrick P. Holsboff
President
John E. Mitchell
George H. Hoover
Augusta
William G. Burnett
Commissioners

APPENDIX A
Page 1 of 4

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	44 cents per mile
<u>Type of Trailer Equipment</u>	<u>Minimum Annual Mileage</u>
27' Flat-rack Semi-Trailer	<u>130,000 Miles</u>
27' Flat-rack Pull-Trailer	

Subject to the following conditions:

a. Rate includes exclusive use of equipment for a period of 365 successive days 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 points in Santa Barbara, Ventura, Los Angeles, Orange, San Diego, San Bernardino and Riverside Counties, 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.

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.

d. Rate applies for a period of 365 successive days.

e. Rate includes the services of a driver only.

APPENDIX A
Page 2 of 4

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. 69300, in Application No. 47343, 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.

APPENDIX A
Page 3 of 4

Identification of Equipment:

Rate: 44 cents per mile, subject to a minimum annual mileage of 130,000 miles. 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. 69300.

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 _____

APPENDIX A
Page 4 of 4

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