

ORIGINALDecision No. 69945

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of PETER MADIAN, NANCY MADIAN, LARRY AGRAN (a partnership) to provide occasional transportation by bus to UNIVERSITY OF CALIFORNIA students, between Berkeley Campus, University of California, and San Francisco Municipal Airport at certain holiday periods; to establish fares.

Application No. 47008
(Filed September 28, 1964)

In the Matter of the Application of BARRETT TRANSPORTATION, INC. for authorization to extend operations as a passenger stage corporation between Berkeley and the San Francisco International Airport.

Application No. 47173
(Filed December 7, 1964)

Peter Franck, for Peter Madian, Nancy Madian and Larry Agran, applicants in Application No. 47008 and protestants in Application No. 47173.

Vaughan, Paul & Lyons, by John G. Lyons, for Barrett Transportation, Inc., applicant in Application No. 47173 and protestant in Application No. 47008.

Craig McAtee of McCutchen, Doyle, Brown, Trautman & Enersen, for Greyhound Lines, Inc., protestant.

Thomas M. O'Connor, City Attorney, by Orville I. Wright, Deputy City Attorney, for the City and County of San Francisco, protestant in Application No. 47008 and interested party in Application No. 47173.

Robert T. Anderson and Robert P. Berkman, by Robert P. Berkman, for the City of Berkeley; Hugh Orr and E. H. Griffiths, for Tahoe Transit Lines, interested parties in Application No. 47008.

John C. Gilman and Edward P. Thurban, for the Commission staff.

O P I N I O N

On September 28, 1964, Peter Madian, Nancy Madian and Larry Agran, a partnership, hereinafter sometimes called the Madians,

filed Application No. 47008 herein. Pursuant to authorization of the Presiding Examiner an amended application was filed January 19, 1965.

The Madians propose to provide bus transportation to University of California students and other members of the campus community desiring to travel between the Berkeley Campus of the University of California and the San Francisco International Airport at certain holiday and semester breaks. The proposed service is to serve no intermediate points and is to be exclusively for persons having prior or subsequent air transportation into or out of said airport. The one-way fare is to be \$1.50. Children under six years of age are to be carried free. By said amended application the Madians request that a certificate of public convenience and necessity be granted to them for the operation, from time to time, of the proposed service.

Public hearing was held on Application No. 47008 before Examiner Cline in San Francisco on November 18 and December 3 and 4, 1964. On December 7, 1964, before this matter was taken under submission Barrett Transportation, Inc., hereinafter sometimes called Barrett, filed its Application No. 47173. By this application Barrett requests a certificate of public convenience and necessity authorizing an extension of Barrett's operations as a passenger stage corporation between San Francisco International Airport, San Mateo County, on the one hand, and on the other, Berkeley, California. No passengers are to be transported except those who have prior or subsequent transportation by air to or from the San Francisco International Airport and any person accompanying such passengers. The proposed service is to be "on call", i.e., for twenty or more passengers upon twenty-four hours' notice to the carrier. The one-way adult fare is to be \$1.50.

Barrett proposes to operate between San Francisco International Airport and Oakland via U. S. Highways 101 and 101 Bypass to San Francisco, thence via and along the most appropriate San Francisco city streets and San Francisco-Oakland Bay Bridge, as presently authorized, thence via the most appropriate Oakland streets and U. S. Highway 40 to Berkeley.

The two applications were consolidated for hearing and hearings were held before Examiner Cline in San Francisco on January 4 and 7, 1965. The matters were taken under submission on the filing of the concurrent closing briefs on April 13, 1965. During the hearings the attorney for the City and County of San Francisco moved that Application No. 47008 of the Madians be dismissed insofar as it relates to public convenience and necessity for the reason that charter service is all that the Madians intend to institute. This motion to dismiss is hereby denied because of the amendment of the Madians' application.

Evidence Regarding the
Need for Service

Exhibit 16 sets forth the results of a survey conducted by a witness for the Madians respecting the undergraduate students attending the University of California at Berkeley, hereinafter sometimes called U.C.B., who used the San Francisco Airport at Thanksgiving vacation, 1964. The estimates set forth in this Exhibit 16 show that a total of 2,166 students of whom 738 resided in residence halls, 590 in fraternities and sororities and 838 in approved housing, other rooming houses, private homes, and shared apartments, used the San Francisco Airport at this time.

Exhibit 25 is a tabulation of the results taken from the questionnaires used in the above survey. This tabulation of the Dorm Sample is as follows:

Flying home this vacation (Thanksgiving, 1964) via S. F. Airport		<u>340</u>
Driving to Airport - total		109
Being dropped	97	
Leaving car	12	
Taking bus - total		192
Going Greyhound	58	
Going Barrett	84	
Going by bus, but undecided as to which one	50	
Cab		16
Helicopter		2
Hitchhiking		1
Not decided		20
		<u>325</u>

The witness who prepared Exhibit 25 stated that as 26 of the questionnaires were questionable the total should be reduced from 340 to 314. However, the above tabulation was not adjusted for the 26 questionable questionnaires.

Exhibit 21 which is another exhibit of the Madians develops information from the University of California Statistical Summary of Students for the Fall Semester 1963 which indicates that 8,968 students of the total student body of 26,756 live over 200 air miles from the campus.

The president of the University Students Cooperative Association testified that he had an airport bus survey questionnaire filled out by a sample of 50 of the residents of Cloyne Court, Oxford Hall, Sherman Hall, and Stebbins Hall, which are four of the eight residence halls operated by the University Students Cooperative Association. At the time of the survey there were slightly over 700 students in residence at these eight

residence halls. Twenty-three of the 50 answered, yes, and 26 answered, no, to the question, "Would you use the bus service during a normal school year if it were provided?" These 23 students indicated they would take the bus a total of 52 times from the campus to the airport and a total of 55 times from the airport to the campus during the school year.

Exhibit A attached to Amended Application No. 47008 is an agreement between the Associated Students of the University of California and the Madians. The Madians agree "to obtain transportation by bus or other appropriate means for members of the A.S.U.C. who are bona fide students of the University of California at Berkeley, to and from the San Francisco and Oakland Airports as a part of the trip by said students between the University of California at Berkeley and their homes, at or around certain holiday and semester breaks. The A.S.U.C. agrees to sell tickets for such bus transportation as the partners will provide through the A.S.U.C. box office for a commission of five percent of gross sales.

The president of the A.S.U.C. testified that A.S.U.C. Senate passed a resolution supporting a shuttle bus program for special needs as a desirable and necessary service to the student body.

The president of Spens-Black dormitory at U.C.B. in which 200 girl students live testified that she lives in Los Angeles and goes home for every holiday and semester break during the school year. She usually takes a taxi to the airport unless she can find someone to take her. She does not like to take the bus because the transfers involved make it difficult for her to handle her suitcases. This witness on occasion has also used a taxi to go from the San Francisco Airport to the Berkeley Campus. She stated that at every vacation or break there are 20 or 30 signs reading "desperate, need to use taxi to airport, contact so-and-so; or desperate, need ride to airport, please contact." Eighty or 81 of the girls who stay at Spens-Black live either in Los Angeles or in areas where they would take an airplane home during vacation.

The president of the Junior Pan-Hellenic who is a member of the Delta Gamma sorority at U.C.B. and who lives in Piedmont testified that a few days before holidays several of her sorority sisters who live in Southern California ask her to drive them to the airport. She further testified that it is unusual for any of the girls to take the bus to the airport but that frequently some of the girls take taxicabs, especially when they are returning to the sorority from the airport. This witness stated that a more direct bus service should be instituted between the campus and the airport.

The A.S.U.C. representative to the Men's Residence Halls testified that on one or two occasions the A.S.U.C. itself has chartered a bus to carry students from the campus at Berkeley to the San Francisco International Airport. One such occasion was at the beginning of the last Thanksgiving vacation.

An Assistant Business Manager of the University of California at Berkeley testified that he formerly had a position as an organizer of conferences for the University Extension. Part of the arrangements for such conferences consisted in providing bus transportation for the conferees and their families between the San Francisco International Airport and the Berkeley Campus. If University owned buses or station wagons were available they would be used. If not, the University on occasion would charter a bus. No individual fares were charged for the transportation, but the cost of transportation was to be included in the fee for the conference. The conferees are not students but are professors, scientists and businessmen who have certain prerequisite backgrounds to attend the conferences which are conducted in special fields of study. This witness estimated that approximately 2,000 persons would attend such conferences during the year, and that a bus service such as that proposed would be very convenient for such conferees. This witness also stated that the University constantly has visiting groups of foreign dignitaries and foreign business people coming to the campus in numbers anywhere from 20 to 100 for whom such a bus service would be convenient.

Ability of Madians to Provide Service

The financial statement of the Madian Partners shows that Peter Madian has a net worth of \$12,600 of which \$2,000 is a deposit with Southern California Teachers Association Credit Union, \$9,000 of which is a deposit in the Glendale Federal Savings and Loan Association, and \$1,600 of which is the approximate market value of shares in Surety Bank, San Fernando Valley, California. This statement also shows that Larry Agran has a \$1,500 deposit

with Glendale Federal Savings and Loan Association. The net worth of the Madians is \$14,100.

Exhibit 2 contains proposed budgets of the Madians for the Thanksgiving operation, the winter vacation operation, the semester break operation, the spring vacation operation, and the summer vacation operation. This exhibit also shows estimated annual gross receipts, operating expenses and net operating income for the Madians as follows:

	<u>To San Francisco Airport</u>	<u>From San Francisco Airport</u>	<u>Total</u>
Gross Receipts	\$8,250.00	\$6,750.00	\$15,000.00
Operating Expenses	<u>5,567.50</u>	<u>3,787.50</u>	<u>9,355.00</u>
Net Operating Income	\$2,682.50	\$2,962.50	\$ 5,645.00
Less Attorneys' Fees			<u>1,500.00</u>
Net Operating Income After Attorneys' Fees			\$4,145.00

According to Exhibit 14 the Madians expect to average 40 students per bus trip, but need average only 35 students per bus trip to break even.

The Madians employ no drivers and have no buses of their own. They propose to charter the buses they need for the proposed operation. On December 31, 1964, they entered into an agreement, Exhibit 26, for charter bus service with Peerless Stages, Inc., hereinafter sometimes called Peerless.

Pursuant to this agreement Peerless agrees to provide the Madians with charter bus service between the University of

California Campus at Berkeley and the San Francisco Municipal Airport in either direction, at the certain holiday and semester breaks. The minimum schedules for the various breaks are as follows: hourly service from Berkeley to the airport commencing at 12:00 p.m. and ending at 10:00 p.m. on the Friday immediately preceding the spring vacation; hourly service from the airport to Berkeley commencing at 3:00 p.m. and ending at 10:00 p.m. on the Sunday immediately preceding the resumption of classes after the spring vacation; service every two hours commencing at 2:00 p.m. and ending at 10:00 p.m. from Berkeley to the airport the last day of final examinations of the spring semester; hourly service commencing at 11:30 a.m. to 1:30 p.m. and half hourly service thereafter to 10:00 p.m. from Berkeley to the airport the day before Thanksgiving; hourly service from 2:00 p.m. to 4:00 p.m., half hourly service thereafter to 10:00 p.m., and hourly service thereafter to 12:00 a.m. from the airport to Berkeley the Sunday after Thanksgiving; the same service from Berkeley to the airport on the last day of classes preceding the Christmas vacation as on the day before Thanksgiving; the same service from the airport to Berkeley the day before the first day of classes after the Christmas vacation as on the Sunday after Thanksgiving; service every two hours

commencing at 2:00 p.m. and ending at 10:00 p.m. from Berkeley to the airport on the last day of finals at the end of the Fall semester.

Under the agreement Peerless is to provide the bus drivers and is to exercise exclusive control and management over the operation of the buses, including the route to be taken. The Madians are to designate the pickup and deposit points on or in the vicinity of the University of California Berkeley Campus and the San Francisco Municipal Airport. The buses are to have baggage compartments and a minimum seating capacity of forty-one passengers. The buses may be owned by Peerless or obtained by Peerless from other companies. At any time up to six hours prior to the time for which service is ordered the Madians may order additional service above the minimum scheduled service. The additional service may be canceled at any time until two hours prior to the time of said service, but if such cancellation is made less than twelve hours before said service Peerless may charge the Madians a reasonable service charge for the canceled service.

In the case of an emergency need for service Peerless will dispatch a bus from one of its depots within one hour of receiving notice of the emergency need. During the hours during which service is rendered with respect to the Thanksgiving and Christmas vacations a duly qualified driver will be on standby on the premises of Peerless's Oakland Depot, and upon notification to Peerless of any difficulty or breakdown said driver will be immediately dispatched with a replacement bus. In addition to the other charges provided for under the agreement, the Madians shall pay to Peerless \$30 for each day on which the standby service is provided, but at such times there shall be no additional charge for the replacement bus if one is required.

The Peerless drivers are to be instructed to take tickets at the bus door and to admit no one not tendering a ticket marked with the departure time for the particular trip until the departure time shall arrive. At that time if there are remaining empty seats the drivers shall admit on a first-come-first-serve basis persons tendering tickets issued for a trip from the same departure point but for different times.

For the minimum service provided in the agreement the Madians are to pay Peerless the sum of \$2,968, which is payment for 112 trips at the rate of \$26.50 per trip. Additional service is to be paid for at the rate of \$26.50 per trip.

The term of the contract is from February 1, 1965, through January 31, 1968. The price to be paid for services rendered in the second or third years shall be subject to renegotiation for the purpose of adjusting the price to changes in the value of the dollar or in the cost of providing the service. In the event the parties cannot agree on the renegotiated price the matter shall be submitted to arbitration under the rules of the American Arbitration Association. The minimum schedule for the second and/or third year shall be subject to renegotiation for the purpose of adjusting the schedule to demand.

The contract shall be deemed canceled (1) if the Madians notify Peerless in writing no later than 15 days before any date on which service is due under the agreement that the Madians do not have the requisite authority for the proposed service from the California Public Utilities Commission, or (2) if Peerless shall notify the Madians, in writing, and no later than 15 days before any date on which service is due under the agreement that it does

not have the requisite authority under the applicable law to render the service contracted for under the agreement.

Ability of Barrett to Provide Service

At the present time Barrett operates as a passenger stage corporation in the transportation of passengers between San Francisco International Airport in San Mateo County, on the one hand, and the Cities of San Francisco and Oakland and certain other cities, on the other hand. These operations are performed pursuant to authority granted to Barrett by Decision No. 56447 dated April 1, 1958, in Application No. 39877.

Barrett has terminals at Taylor and O'Farrell Streets in San Francisco, at 20th and Telegraph in Oakland and at the San Francisco International Airport in San Mateo County. Barrett also has shop areas at 735 Harrison Street, San Francisco and at the San Francisco International Airport. Under Barrett's agreement with the City and County of San Francisco the Barrett buses have loading and unloading areas in front of the airport terminal buildings and also areas at the airport where the buses may be serviced and stored.

Exhibit 27 is a list of Barrett's equipment on November 16, 1964. This exhibit lists twelve 29-passenger Flexible buses, twelve 45-passenger General Motors Highway Travelers, two new 41-passenger Flexibles, one 12-passenger stretch-out Checker Aerobus and one 7-passenger Cadillac limousine. All of this equipment is available for the service proposed by Barrett in the application herein.

Exhibit 11 shows Barrett's minimum schedule of operations. On occasion Barrett runs schedules in addition to those shown on Exhibit 11. Barrett's equipment is adequate to meet its

service requirements. Barrett has also committed itself to buy two more buses costing approximately \$50,000 each.

Exhibit 28, a balance sheet of Barrett as of December 31, 1963, shows current assets are \$724,658 of which \$583,114 are receivables from associated companies and current liabilities are \$369,989. Total assets are \$1,261,209 and total liabilities are \$651,935, leaving capital in the amount of \$609,274.

The fare which Barrett proposes to charge for service between Berkeley and the San Francisco International Airport is \$1.50 one way. The present fare between the San Francisco bus terminal and the airport is \$1.10, and the present fare between the Oakland bus terminal and the airport is \$1.20. The witness for Barrett testified that Barrett could operate profitably at the \$1.50 proposed fare with a minimum of 20 passengers per trip. Barrett's proposed "on-call" service would enable Barrett to determine the extent of the demand for service between Berkeley and the airport.

The witness for Barrett testified that on Friday evenings and Sunday evenings and particularly before holiday periods the traffic at the San Francisco Airport becomes very congested. Even though buses might have difficulty reaching the airport from the outside because of this traffic congestion, Barrett could still furnish service at the airport with its airport based equipment.

Exhibit 29 is a copy of the current contract between Barrett and the City and County of San Francisco for bus transportation to the San Francisco International Airport. The term of the agreement commences on January 1, 1963, and with respect to the motor coach and limousine operation ends on December 31, 1972. Under this contract Barrett has the exclusive privilege of conducting ground transportation services by airline motor coaches and chauffeur-driven limousines which originate on or about the airport. San Francisco agrees to prohibit any carrier other than

Barrett from loading or picking up passengers for hire in such vehicles, except licensed public interurban bus carriers operating on a regular schedule under state authority which load and unload at stops designated by San Francisco other than the loading areas assigned to Barrett on the airport and other specified exceptions. Special airline motor coach service may be rendered on a non-exclusive basis when charter group loads have been arranged or booked in advance of arrival of passengers.

Under the contract San Francisco further agrees not to license or permit any interurban bus carriers other than Barrett to load or unload on the loading or unloading platforms or ramps directly fronting upon the Terminal Building or to use the same in any manner other than for vehicular passage, and to prohibit parties operating airline motor coach and limousine services, other than Barrett, from using space in the Terminal Building, or from installing signs in the Terminal Building, or on the airport, or from having starters or dispatchers, guides, clerks and solicitors on the airport, except as San Francisco may be required to allow by reason of any prior agreement or by law.

Position of City and County
of San Francisco

By Resolution No. 24453, adopted by the Public Utilities Commission for the City and County of San Francisco on November 17, 1964, the City Attorney was authorized and directed to appear before this Commission and oppose the granting of Application No. 47008. A copy of this resolution was introduced in evidence as Exhibit 30.

The attorney who appeared in this proceeding on behalf of the City and County of San Francisco pointed out that San Francisco is concerned with the orderly development of ground transportation at the San Francisco International Airport and that

there is a real problem of traffic control at the airport. For a person to perform airport bus service he needs a permit from the City and County of San Francisco to pick up passengers at the airport as well as a certificate of public convenience and necessity from this Commission. The attorney argues that no useful purpose would be served by issuing a permit to the Madians since they would have no control over the actual operations of the vehicles entering or leaving the airport. In effect the Madian partnership would merely be a straw man insofar as regulation is concerned. Because of traffic conditions at the airport the attorney urges that a single carrier only be certificated. For that reason San Francisco opposes the application of the Madians and supports the application of Barrett under which Barrett who is already authorized to furnish bus service to the airport is seeking to extend its Alameda County service to Berkeley.

Protest of Greyhound Lines, Inc.

The Director of Traffic of the Western Greyhound Lines Division of Greyhound Lines, Inc., hereinafter called Greyhound, testified that pursuant to the certificate of public convenience and necessity issued by this Commission December 3, 1957, by Decision No. 55893 in Application No. 39394, Greyhound provides a regularly scheduled bus service between the City of Oakland and San Francisco International Airport. Exhibit 33 which is the schedule of Greyhound's Peninsula service shows that Greyhound operates bus service between San Francisco and the San Francisco International Airport throughout the 24-hour day and that most of the schedules of such service are on a 20-minute headway or less. A transfer is required at the Greyhound San Francisco depot to connect the Peninsula bus service with the San Francisco-Oakland

bus service. Exhibit 32 shows under the heading San Francisco to Oakland there are 43 schedules daily departing from San Francisco beginning at 12:45 a.m. and ending at 11:30 p.m., and in reverse under the heading Oakland to San Francisco there are 51 schedules daily departing from Oakland beginning at 12:09 a.m. and ending at 11:45 p.m. Six additional buses also make the trip in each direction, but this additional service does not appear on the schedule.

Greyhound's certificate of public convenience and necessity does not permit it to operate strictly local service between San Francisco and Oakland. Only Greyhound buses traveling northwest and south of the City and County of San Francisco and Greyhound buses traveling beyond Temescal Junction, Hayward Junction and the northern boundaries of Richmond may handle passengers between San Francisco and Oakland. Passengers traveling between San Francisco and Oakland can be handled on these Greyhound buses only if they do not cause an overload. No extra buses can be added to the Greyhound service just to handle passengers between San Francisco and Oakland.

The witness for Greyhound further testified that Greyhound enjoys considerable patronage from students, and that any diversion of traffic by reason of the granting of either application herein would be detrimental to Greyhound's Bay Area operation. He stated, however, that whenever such traffic requires Greyhound to put on an additional bus, the operation of the additional bus causes Greyhound to lose money.

On cross-examination the witness for Greyhound testified that a student who was ready to leave the San Francisco Airport at

5:00 p.m. on a Sunday would not be able to take a Greyhound bus to San Francisco until 5:25 p.m. and would arrive at the Greyhound terminal in San Francisco at 6:00 p.m. He would then depart San Francisco at 6:40 p.m. and arrive at the Greyhound terminal on San Pablo Avenue in Oakland at 7:10 p.m. Five Greyhound schedules daily traveling from San Francisco into Contra Costa County have a stop at Shattuck Avenue in Berkeley.

The Greyhound buses which operate between San Francisco and the San Francisco International Airport have overhead racks. Suitcases which are too large to be placed in the overhead racks can be placed in the aisle so long as they do not block the aisle.

Findings and Conclusions

Upon a consideration of the record in this proceeding, the Commission finds as follows:

1. A public need exists for a more direct bus service between Berkeley, on the one hand, and the San Francisco International Airport, on the other hand, on a scheduled basis at certain holiday and semester or quarter breaks and on an "on-call" basis throughout the rest of the year.
2. The total assets and the net worth of the Madians is \$14,100.
3. Peter Madian and Larry Agran, two of the partners of the Madians, are students at U.C.B. and Nancy Madian, the other partner, is the wife of Peter Madian. The Madians have had no previous experience operating a passenger stage corporation.
4. The Madians are able to charter buses to conduct the operations proposed under Application No. 47008 herein.
5. The Madians propose to obtain transportation by bus or other appropriate means for University of California students and

other members of the campus community to and from the San Francisco Airport.

6. Under the charter agreement proposed by the Madians, Peerless Stages, Inc. would have the direction and control over the drivers operating the buses and would be responsible for the maintenance and safe operation of the buses.

7. The City and County of San Francisco owns the properties and facilities which comprise the San Francisco International Airport.

8. The Madians have no permit from the City and County of San Francisco to enter the premises and use the facilities of the City and County of San Francisco which comprise the San Francisco International Airport for the purposes of conducting the operations proposed under Application No. 47008 herein.

9. Barrett operates as a passenger stage corporation in the transportation of passengers between San Francisco International Airport in San Mateo County, on the one hand, and the Cities of San Francisco and Oakland and certain other cities, on the other hand, pursuant to authority granted by this Commission in Decision No. 56447 issued April 1, 1958, in Application No. 39877.

10. Barrett possesses the equipment and financial resources to institute and maintain the service it proposes.

11. Barrett has bus terminals at Taylor and O'Farrell in San Francisco, at 20th and Telegraph in Oakland and at San Francisco Municipal Airport in San Mateo County.

12. Barrett has loading and unloading areas for its buses in front of the San Francisco Airport Terminal Buildings and shop and storage areas at said airport.

13. Under its contract with Barrett, the City and County of San Francisco has agreed to prohibit any carrier other than Barrett to load or pick up passengers for hire in airline motor coaches and chauffeur-driven limousines, except licensed public interurban bus carriers operating on a regular schedule under state authority which load and unload at stops designated by the City and County of San Francisco other than the loading areas assigned to Barrett on the San Francisco International Airport and other specified exceptions.

14. Under said contract with Barrett the City and County of San Francisco has agreed not to license any interurban bus carriers, other than Barrett, to load or unload on the loading and unloading platforms or ramps directly fronting upon the Terminal Building or to use the same in any manner other than for vehicular passage, and to prohibit parties operating airline motor coach and limousine services, other than Barrett, from using space in the Terminal Building, or from installing signs in the Terminal Building, or on the airport, or from having starters or dispatchers, guides, clerks and solicitors on the airport, except as the City and County may be required to allow by reason of any prior agreement or law.

15. The Madians filed Application No. 47008 herein on September 28, 1964.

16. Barrett filed Application No. 47173 herein on December 7, 1964, after three days of hearing had been held on Application No. 47008.

17. Barrett is more qualified than the Madians to establish and operate the needed passenger stage corporation service between Berkeley, on the one hand, and the San Francisco International Airport, on the other hand.

18. The service offered by Greyhound between Berkeley, on the one hand, and the San Francisco International Airport, on the other hand, does not satisfactorily meet the needs of the public as established in this proceeding.

19. Public convenience and necessity require that a certificate of public convenience and necessity be issued to Barrett by this Commission authorizing the establishment of its proposed service as provided in the order herein.

20. The Madians have failed to establish that public convenience and necessity require the service proposed in Application No. 47008, as amended.

Based upon a consideration of the record in these proceedings and the foregoing findings, the Commission concludes as follows:

1. A certificate of public convenience and necessity should be granted to Barrett authorizing it to operate as a passenger stage corporation between San Francisco International Airport, San Mateo County, on the one hand, and, on the other hand, Berkeley, California.
2. Application No. 47008, as amended, should be denied.

O R D E R

IT IS ORDERED that:

1. A certificate of public convenience and necessity is granted to Barrett Transportation, Inc., a corporation, authorizing it to operate as a passenger stage corporation, as defined in Section 226 of the Public Utilities Code, between the points and over the routes particularly set forth in First Revised Page 1

and First Revised Page 2 of Appendix A attached hereto and made a part hereof.

2. Barrett Transportation, Inc., a corporation, is authorized to establish, on not less than three days' notice to the Commission and to the public, the passenger fare as proposed in Application No. 47173 filed in this proceeding.

3. The authority herein granted in paragraph 1 shall expire if not exercised within sixty days after the effective date hereof.

4. In providing service pursuant to the certificate herein granted in paragraph 1, Barrett Transportation, Inc., shall comply with the following service regulations:

- (a) Within thirty days after the effective date hereof, applicant shall file a written acceptance of the certificate herein granted. By accepting the certificate of public convenience and necessity herein granted, applicant is placed on notice that it will be required, among other things, to file annual reports of its operations and to comply with and observe the safety rules of the California Highway Patrol, the rules and other regulations of the Commission's General Order No. 98-A and insurance requirements of the Commission's General Order No. 101-A. Failure to file such reports, in such form and at such time as the Commission may direct, or to comply with and observe the safety rules, or the provisions of General Orders Nos. 98-A or 101-A, may result in a cancellation of the operating authority granted by this decision.
- (b) Within sixty days after the effective date hereof, applicant shall establish the service herein authorized and file tariffs and timetables, in triplicate, in the Commission's office.
- (c) The tariff and timetable filings shall be made effective not earlier than three days after the effective date of this order on not less than three days' notice to the Commission and the public, and the effective date of the tariff and timetable filings shall be concurrent with the establishment of the service herein authorized.

(d) The tariff and timetable filings made pursuant to this order shall comply with the regulations governing the construction and filing of tariffs and timetables set forth in the Commission's General Orders Nos. 79 and 98-A.

5. Application No. 47008, as amended, is denied.

The effective date of this order shall be ten days after the date hereof.

Dated at San Francisco, California, this 9th day of November, 1965.

Frederick B. Hablicoff
President
George H. Trover

Commissioners

Commissioner William M. Bennett, being necessarily absent, did not participate in the disposition of this proceeding.

Commissioner A. W. Gatov, being necessarily absent, did not participate in the disposition of this proceeding.

Barrett Transportation, Inc., by the certificate of public convenience and necessity granted in the decision noted in the margin, is authorized to transport passengers, baggage and express (as noted) between San Francisco International Airport, San Mateo County, on the one hand, and the cities of San Francisco, Oakland, Berkeley, Burlingame, San Mateo, Belmont, San Carlos, Redwood City, Menlo Park, Palo Alto, Mountain View, Sunnyvale, Santa Clara and San Jose, on the other hand; subject to the following conditions and restrictions:

- a. No passengers shall be transported except those who have prior or subsequent transportation by air to or from the San Francisco International Airport and any person accompanying such passengers.
- b. Express in packages not exceeding one hundred pounds in weight may be transported between San Jose and San Francisco International Airport and intermediate points via U. S. Highway 101, provided the express either originates at or is destined to the San Francisco International Airport.
- c. Subject to the authority of this Commission to change or modify such passenger stage operation at any time, Barrett Transportation, Inc. shall conduct its operations over and along the following routes.

Issued by California Public Utilities Commission.

Revised by Decision No. 69945, Application No. 47173.

1. Between San Francisco International Airport and San Francisco via U. S. Highway 101.
2. Between San Francisco International Airport and Oakland via U. S. Highway 101 and San Francisco-Oakland Bay Bridge.
3. Between San Francisco International Airport and Burlingame, San Mateo, Belmont, San Carlos, Redwood City, Menlo Park, Palo Alto, Mountain View, Sunnyvale, Santa Clara and San Jose via U. S. Highway 101 and State Highway 82.
4. Between San Francisco International Airport and Berkeley via U. S. Highway 101, San Francisco-Oakland Bay Bridge, and U. S. Highway 40.

Service to Berkeley shall be "on-call" for twenty or more passengers upon twenty-four hours' notice to the carrier except that regularly scheduled service shall be provided during the holiday periods of Easter, Thanksgiving, and Christmas and during semester or quarter breaks at the University of California.

Issued by California Public Utilities Commission.

Revised by Decision No. 69945, Application No. 47173.