

ORIGINAL

Decision No. 71075

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)
 MUELLER TRUCK CO., a corporation,)
 for authority to depart from the)
 rates, rules and regulations of)
 Minimum Rate Tariff No. 2 and)
 Minimum Rate Tariff No. 5, under)
 the provisions of the Highway)
 Carriers' Act and of the City)
 Carriers' Act.)

Application No. 48550
(Filed June 13, 1966)

INTERIM OPINION AND ORDER

By this application Mueller Truck Co., a corporation, seeks authority as a highway contract carrier and as a city carrier to charge less than the minimum rates named in Minimum Rate Tariffs Nos. 2 (statewide) and 5 (Los Angeles drayage) for the transportation of sodium hypochlorite solution from the plant of the Clorox Company at Los Angeles to points in southern California.

The application shows that for several years past, applicant has transported sodium hypochlorite solution for the Clorox Company in southern California under the vehicle unit rates named in Minimum Rate Tariff No. 15. Both applicant and the shipper desired to discontinue such arrangement, as the shipper desires the transportation performed at a rate per 100 pounds, and applicant felt that revenues under Tariff No. 15 rates were inadequate.

The rates sought by applicant are approximately 80 percent of the otherwise applicable minimum rates named in Minimum Rate Tariffs Nos. 2 and 5. Attached to the application is a study showing actual costs of the transportation performed for Clorox during January, April, July and October, 1965, under the vehicle unit rates, and the revenue that would have been produced under the rates sought

here. This study, expanded to an annual basis shows estimated revenues of \$94,764, and expenses of \$81,400, for a net profit of \$13,364, producing an operating ratio of 85.9 percent. In support of the sought authority, the application states that loading is performed by Clorox, unloading by consignee, all shipments are palletized, and the carrier is free from claims for damage.

Applicant states that if the sought authority is not granted promptly Clorox will purchase equipment and perform its own transportation. Applicant also states that it will be unable to retain this transportation without the sought relief for the period of time necessary until a hearing can be held and a decision rendered. It therefore requests temporary authority by an ex parte order until a hearing can be held. The California Trucking Association has informed the Commission that it has no objection to this procedure.

Subject to further review upon consideration of evidence which may be adduced at a public hearing, it appears, and the Commission finds, that the rates proposed herein are reasonable and consistent with the public interest. In view of the existing conditions the Commission concludes that applicant should be granted interim authority for a period of four months. A future hearing will be scheduled in this proceeding.

IT IS ORDERED that:

1. Mueller Truck Co., a corporation, is authorized to transport sodium (soda) hypochlorite solution for the Clorox Company, from the Clorox plant at Los Angeles to customers of Clorox in southern California located at points listed in Appendix B at rates less than those named in Minimum Rate Tariffs Nos. 2 and 5, but no less than those named in Appendix A, both appendices being attached hereto and by this reference made a part hereof.

2. The authority granted herein shall expire four months after the effective date of this order.

3. A public hearing shall be scheduled in this proceeding for the receipt of evidence on this application and final disposition thereof.

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

Dated at San Francisco, California, this 2nd day of AUGUST, 1956.

John E. Bushell President
George T. Traver
Frederick B. Holdhoff
Augustus
William M. Bennett Commissioners

APPENDIX A
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Carrier: Mueller Truck Co.

Shipper: Clorox Company

Commodity: Sodium (soda) hypochlorite solution

Rates: (In cents per 100 pounds):

A. For transportation otherwise subject to Minimum Rate
Tariff No. 5 (see Note 1).

<u>Rate Basis</u>	<u>Minimum Weight</u>	<u>Rate</u>
"A"	20,000 lbs.	16
"B"	20,000 lbs.	17
"C"	20,000 lbs.	20

NOTE 1:

Rate basis will be computed as provided in Minimum Rate Tariff No. 5. Rates are subject to Item 130 (Split Delivery) of Minimum Rate Tariff No. 5.

All shipments to be power loaded and power unloaded by shipper and consignee; necessary equipment to be furnished and used without expense to the carrier.

Pallets will be returned free, provided such return complies with the provisions of Item 88 of Minimum Rate Tariff No. 5.

Carrier to be free from any claims for shortage. Upon return of damaged merchandise, carrier is to be free from any claim for damage.

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3: For transportation otherwise subject to Minimum Rate
Tariff No. 2 (see Note 2).

<u>Mileage</u>	<u>Minimum Weight</u> <u>30,000 lbs.</u>	<u>Minimum Weight</u> <u>40,000 lbs.</u>	<u>Minimum Weight</u> <u>45,000 lbs.</u>
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
0-3	14	12	12
3-5	15	13	12
5-10	16	14	13
10-15	17	14	14
15-20	18	15	14
20-25	18	16	14
25-30	19	16	15
30-35	20	17	15
35-40	21	18	16
40-45	22	18	17
45-50	23	19	18
50-60	25	20	18
60-70	26	21	19
70-80	26	22	20
80-90	27	23	21
90-100	28	24	22
100-110	30	25	22
110-120	30	26	23
120-130	32	26	24
130-140	33	27	25
140-150	34	28	26
150-160	35	29	26

NOTE 2r

Mileage to be computed as provided in governing Distance Table and subject to the provisions of Item 170 (Split Delivery) and Item 292 (Volume Incentive Service) of Minimum Rate Tariff No. 2.

All shipments to be power loaded and power unloaded by shipper and consignee; necessary equipment to be furnished and used without expense to the carrier.

Pallets will be returned free, provided that a like number of pallets are returned at the time of delivery. Shipments of pallets not complying with this paragraph will be subject to the rates in the applicable tariff.

Carrier to be free from any claims for shortage. Upon return of damaged merchandise, carrier is to be free from any claim for damage.

(End of Appendix A)

APPENDIX B

POINTS OF DESTINATION

Alhambra	Oceanside
Altadena	Ontario
Anaheim	Orange
Arcadia	
Azusa	Pacific Palisades
	Pacoima
Bellflower	Palms
Beverly Hills	Pasadena
Buena Park	Pico
Burbank	Pomona
	Port Hueneme
Camp Pendleton	
Canoga Park	Redlands
Chino	Redondo Beach
Colton	Reseda
Compton	Rivera
Corona	Riverside
Costa Mesa	
Culver City	San Bernardino
	San Diego
Downey	San Fernando
	San Gabriel
Eagle Rock	San Pedro
El Monte	Santa Ana
El Toro MCAS	Santa Monica
Elsinore	Sherman Oaks
Encino	South Gate
	Sunland
Fontana	Sun Valley
Fullerton	
	Temple City
Garden Grove	Terminal Island
Gardena	Torrance
Glendale	Tujunga
Glendora	
	Upland
Hawthorne	
Huntington Beach	Van Nuys
	Venice
Inglewood	
	Westchester
LaCanada	West Los Angeles
LaCrescenta	Whittier
La Habra	Wilmington
Laguna Beach	
Lawndale	
Lennox	
Long Beach	
Lynwood	
Monrovia	
Montebello	
Monterey Park	
Montrose	
National City	
Newport Beach	
North Hollywood	
Northridge	
Norwalk	

(End of Appendix B)