

**ORIGINAL**

Decision No. 72670

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 trans- )  
portation to be performed for )  
UNITED VINTNERS, INC. )

Application No. 49341  
(Filed May 3, 1967)  
(Amended June 1, 1967)

OPINION AND ORDER

Applicant holds radial highway common carrier, highway contract carrier and city carrier permits.<sup>1</sup> By Decision No. 70854 dated June 14, 1966, in Application No. 48458, applicant was authorized, as a highway contract carrier, to transport for United Vintners, Inc., wine, champagne, sparkling wine, brandy, grape juice and wine vinegar, in packages, from Madera to points in Santa Barbara, Ventura, Los Angeles, Orange, San Diego, San Bernardino and Riverside Counties, pallets from Madera to Saugus and empty glass bottles from Saugus to Madera at a yearly vehicle unit rate of 44½ cents per mile, subject to a minimum annual mileage of 130,000 miles. This rate is assessed in lieu of the minimum rates otherwise applicable. The current authority is scheduled to expire with June 30, 1967.

By this application, as amended, Al Scannavino seeks authority to continue the current deviation for a further one-year period

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<sup>1</sup>He is also authorized to operate as a highway common carrier of general commodities between points not involved herein.

and to increase the currently authorized yearly vehicle unit rate from 44½ to 45 cents per mile.<sup>2</sup> Applicant also requests that the authority be modified to include the transportation of: (1) pallets from points in Santa Barbara, Ventura, Los Angeles, Orange, San Diego, San Bernardino and Riverside Counties to the plant of Thatcher Glass Company at Saugus; (2) wine, champagne, sparkling wine, brandy, grape juice and wine vinegar, in packages, from points in the above counties to the plant of United Vintners, Inc., at Madera; and (3) fruit drink between the plant of United Vintners, Inc., at Madera, and points in Santa Barbara, Ventura, Los Angeles, Orange, San Diego, San Bernardino and Riverside Counties.

Applicant alleges that, except for increases in cost due to wage increases, the transportation circumstances set forth in his prior application, which justified the granting of the current authority, continue to exist. Applicant states that United Vintners, Inc., has expanded its operation to include the production of fruit drink and that the proposed modification of the current authority will permit United Vintners, Inc., to make more complete usage of the equipment within the minimum annual requirements on a loaded basis and will be beneficial to both applicant and the shipper.

Data furnished by applicant indicate that the transportation involved has been profitable and reasonably may be expected to be profitable in the ensuing year.

The certificate of service shows that copies of the application and amendment were mailed to California Trucking Association on May 2 and June 1, 1967, respectively. The application and amendment were listed on the Commission's Daily Calendar of May 4 and June 2, 1967, respectively. No objection to the granting of this application, as amended, has been received.

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<sup>2</sup> No authority for the increase in the rate now authorized is required inasmuch as applicant performs this transportation as a highway contract carrier for which only minimum rates have been established.

In the circumstances, it appears, and the Commission finds, that the proposed yearly vehicle unit rate is reasonable for the transportation involved. A public hearing is not necessary. The Commission concludes that the application, as amended, should be granted. In view of the impending expiration date of the current authority, the order which follows will be made effective June 30, 1967.

IT IS ORDERED that:

1. Al Scannavino is hereby authorized, as a highway contract carrier, to depart from the provisions of the minimum rate orders otherwise applicable to the services which he performs for United Vintners, Inc., to the extent specifically provided in Appendix A, attached hereto and by this reference made a part hereof, and to assess a rate less than the minimum rates otherwise applicable for such services but not less than the rate set forth, and subject to the conditions shown, in said Appendix A.

2. The authority herein granted shall, on and after June 30, 1967, supersede the authority granted by Decision No. 70854 and shall expire with June 30, 1968.

The effective date of this order shall be June 30, 1967.

Dated at San Francisco, California, this 27<sup>th</sup> day of June, 1967.

*[Handwritten signature]*  
\_\_\_\_\_  
President  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

Commissioners

Commissioner Fred P. Morrissey, being necessarily absent, did not participate in the disposition of this proceeding.

APPENDIX A TO DECISION NO. 72670

AL SCANNAVINO, doing business as  
AL SCANNAVINO TRUCKING CO.

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

Rates per mile in cents per unit of equipment:

	Rate	
<u>Type of Carrier's Motor Power Equipment</u>	{	
220 Horsepower Diesel Tractor		
	45 cents per mile	
<u>Type of Carrier's 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, and fruit drink consisting of concentrated fruit juice, water and fruit derivatives, not carbonated (as described in Item 72140 of National Motor Freight Classification A-9), between the plant of United Vintners, Inc., at 24246 Avenue Thirteen, Madera, on the one hand, and on the other hand, points in Santa Barbara, Ventura, Los Angeles, Orange, San Diego, San Bernardino, and Riverside Counties, and of pallets from said plant of United Vintners, Inc., and from points in the aforesaid counties to Thatcher Glass Company at its plant at 25665 Springbrook Road, Saugus, and on return trip, for movement of empty glass bottles from the plant of Thatcher Glass Company, at 25665 Springbrook Road, Saugus, to the plant of United Vintners, Inc., at 24246 Avenue Thirteen, Madera.

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.

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. 49341, 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: 45 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. \_\_\_\_\_.

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