

HAMMEL'S

Express, Incorporated

*1-30-86
File
JB*

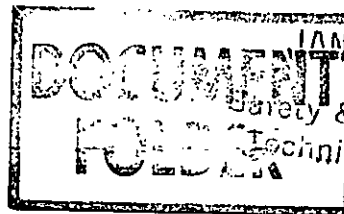
27TH & A.V.R.R. • PITTSBURGH, PENNSYLVANIA 15222
TELEPHONE: 281-9883 AREA CODE 412

CERTIFIED MAIL #252279363
RETURN RECEIPT REQUESTED

January 27, 1986

RECEIVED
PENNA. PUBLIC UTILITY COMM.

Mr. Joseph E. Lauver
Administrative Supervisor
Bureau of Safety & Compliance
Commonwealth of Pennsylvania
Pennsylvania P.U.C. P.O. Box 3265
Harrisburg, PA 17120



Reference: A-88995, RC No. 31252

Dear Mr. Lauver: **FILE**

A Mack Tractor leased to Hammel's Express bearing License No. 86721CG was stopped by your enforcement officer for not displaying name, address, and Certificate of Public Convenience.

The deficiency has been corrected, and I am enclosing photos of the vehicle showing the correct marking of the cab doors of the vehicle in question.

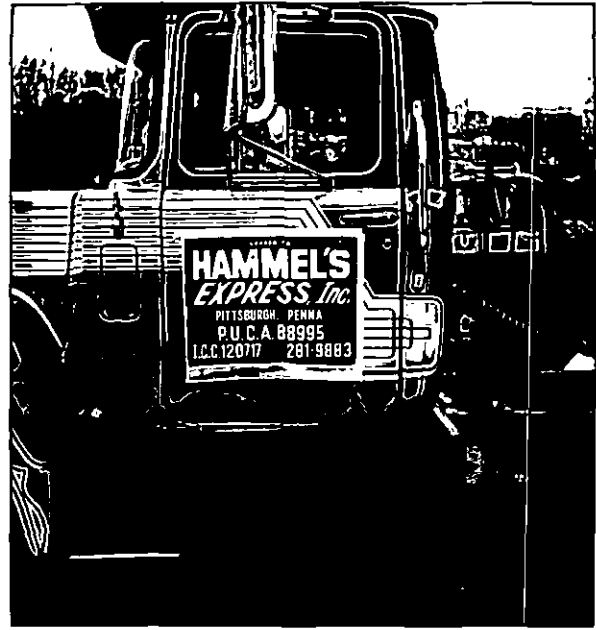
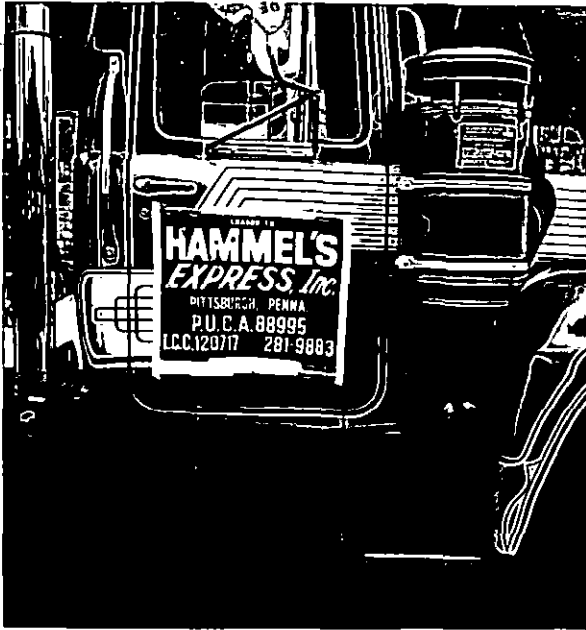
Very truly yours,

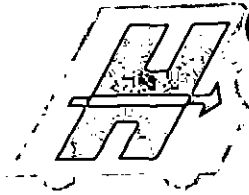
HAMMEL'S EXPRESS, INC.

Ronald J. Hellmann
Terminal Manager

RJH/dml

cc: Betty Boyd





HAMMEL'S

Express, Incorporated

27TH & A.V.R.R. • PITTSBURGH, PENNSYLVANIA 15222
TELEPHONE: 281-9883 AREA CODE 412

2-3-86
File
J

RECEIVED
PENNA. PUBLIC UTILITY COMMISSION
FEB 3 1986
Safety & Compliance
Technical Division

January 30, 1986

Mr. Joseph E. Lauver
Administrative Supervisor
Bureau of Safety & Compliance
Commonwealth of Pennsylvania
Pennsylvania P.U.C., P.O. Box 3265
Harrisburg, PA 17120

Reference: A-88995, R.C. No. 31253

FILE

Dear Mr. Lauver:

A Mack Truck leased to Hammel's Express bearing License No. CJ42311, was stopped by your enforcement officer for not displaying name, address, and Certificate of Public Convenience.

The deficiency has been corrected, and I am enclosing photos of the vehicle showing the correct marking of the cab doors of the vehicle in question.

Very truly yours,

HAMMEL'S EXPRESS, INC.

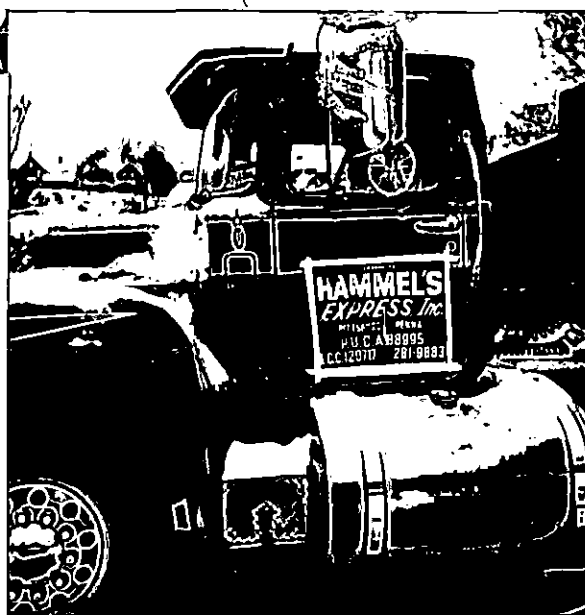
Ronald J. Hellmann

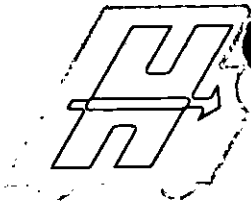
Ronald J. Hellmann
Terminal Manager

RJH/dml

cc: Betty Boyd

**DOCUMENT
FOLDER**





HAMMEL'S

Express, Incorporated

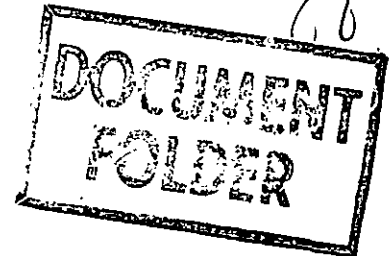
27TH & A.V.R.R. • PITTSBURGH, PENNSYLVANIA 15222
TELEPHONE: 281-9883 AREA CODE 412

3-26-86

File
78

March 24, 1986

Mr. Joseph E. Lauver
Administrative Supervisor
Bureau of Safety and Compliance
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120



Reference: A88995 ← FILE
R.C. 31336

Dear Mr. Lauver:

We are in receipt of your letter dated March 20, 1986, relative to failure to display markings as required by the Commission's Motor Carrier Property Transportation Regulations, 52 PA Code 31.33 (b).

This vehicle is owned by Bernard D. Tidd. A copy of the lease is attached. Vehicle placards were provided, but Mr. Tidd failed to install them on his vehicle.

A warning letter has been sent stating that any future violations would result in termination of our lease.

Thank you for your cooperation.

Very truly yours,

HAMMEL'S EXPRESS, INC.

Charles L. Hammel, Jr.
President

CLH/dml

Enclosure

RECEIVED
PENNA. PUBLIC UTILITY COMMISSION
MAR 26 1986
Safety & Compliance
Technical Division

EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT entered into this 14th day
of September, 1984, between Bernard D. Tidd
hereinafter called CONTRACTOR, and Pitt Ohio Express, Inc.

hereinafter called CARRIER, and they hereby agree to be bound by the Equipment Lease Agreement set forth in full in the following numbered paragraphs:

1. CONTRACTOR, as an independent contractor, represents to CARRIER that he or it holds title to and has authority to lease the items of equipment (hereinafter called Equipment) described on reverse side:
2. This Agreement shall be effective for a period of thirty days from the date hereof, and from month to month thereafter unless cancelled by either party on ten (10) days notice, provided, however, that in the event of breach of any provision of this Agreement by either party, the other may forthwith cancel this Agreement by written, telegraphic or personal notice.
3. As a part of the consideration hereof, CONTRACTOR is to furnish at its expense a driver to operate said Equipment who meets all driving requirements imposed by the Motor Carrier Safety Regulations of the U.S. Department of Transportation and warrants that he and said driver will comply with all laws and regulations of Federal, State and Local governments, including, but not limited to, the rules and regulations of U.S. Department of Transportation, Interstate Commerce Commission and state public service and utilities commissions applicable to for-hire motor carriers while the Equipment is being operated in the service of CARRIER.
4. It is the intention of the parties and acknowledged by the parties that neither the CONTRACTOR nor any of its employees shall be deemed to be agents, servants, or employees of the CARRIER for any purpose whatsoever but the CONTRACTOR is and shall be an independent contractor and is subject to the CARRIER while the Equipment is utilized in its service merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

5. The CONTRACTOR shall direct its operation in all respects including, but not limited to, such matters as rejection and selection of any loads, days and time of operation, routes to travel, repair of Equipment, selection, discipline and discharge of its employee drivers, etc.
6. CARRIER agrees to pay CONTRACTOR for the use of the Equipment so operated as follows: 76% of Gross Revenue
-
-
-

Payments by CARRIER to CONTRACTOR for the use and operation of Equipment shall be paid within fifteen (15) days after submission by CONTRACTOR to CARRIER of whichever of the following items respecting the use and operation of said Equipment are in possession of CONTRACTOR: (a) bills of lading or shipping orders, (b) delivery receipts, (c) log sheets, (d) trip manifests, (e) detention reports, (f) mileage reports, (g) interline papers, (h) fuel purchase receipts, (i) state or Federal inspection reports, (j) accident reports, (k) any toll receipts which are involved in CARRIER'S tariff charges, and (l) upon termination of this Lease all identification devices and other property furnished by CARRIER TO CONTRACTOR, if CONTRACTOR'S compensation under this Agreement is based upon a percentage of the gross revenue for the shipments transported, CARRIER shall give to CONTRACTOR at the time of settlement a copy of the rated freight bill (subject to CARRIER'S right to delete names of shippers and consignees). At the time of settlement, CONTRACTOR shall have the right to examine copies of CARRIER'S tariff. At the time of settlement, CARRIER may deduct from CONTRACTOR'S compensation the following items initially paid for by CARRIER: advances, telephone and telegraph charges respecting CONTRACTOR, N/A

7. CONTRACTOR warrants that the Equipment meets all requirements of the aforementioned regulatory bodies and that it shall be so maintained, at CONTRACTOR'S expense, throughout the duration of this lease.

8. CONTRACTOR, shall have the duty to repair and/or accomplish all repairs, and to pay for the same, as well as to make, provide accomplish, and pay for all other costs of operations which may include but shall not be limited to the following: maintenance, fuels, lubricants, tires (including changing and/or repairs): etc; wages or other remuneration of drivers, who shall not be considered as an employee of CARRIER, public liability and property damage insurance on the Equipment while not being operated in service of the CARRIER or otherwise; insurance coverage for collision, fire, theft or other occurrence or catastrophe; workmen's compensation. unemployment insurance, social security, or other taxes, insurance or benefits on the driver; licenses, registration fees, toll charges, decals, use permits, axle, weight, gasoline or other types of taxes, fees or exactions required of or on the Equipment or on the use of operation thereof; and fines and penalties arising out of the use of said Equipment. In the event CARRIER is called upon to pay any of CONTRACTOR'S costs of operations, or in the event CONTRACTOR secures advances from CARRIER, CARRIER is hereby authorized to deduct same out of any moneys due or becoming due to CONTRACTOR.
9. The parties recognize that the form of this Agreement is governed by Part 1057 of the Motor Carrier Leasing Rules and Regulations of the Interstate Commerce Commission. Therefore, in order to meet the requirements thereof, and for no other purpose, it is agreed that said Equipment shall, during the term hereof, be for the exclusive possession, control and use of CARRIER and that CARRIER assumes responsibility in respect thereto. However, nothing herein shall be construed as vesting in CARRIER any control or right of control over the leased Equipment or drivers thereof beyond that which is incidental to compliance with the rules and regulations of the aforementioned regulatory bodies. CARRIER shall have not right under this Agreement or otherwise to control the manner, means and methods utilized by any driver of the leased Equipment for the accomplishment of the results of this Agreement.

10. Upon taking possession of Equipment, CARRIER shall furnish CONTRACTOR a receipt for such possession stating the date and hour when possession is taken by CARRIER. When possession of Equipment is surrendered by CARRIER TO CONTRACTOR, CONTRACTOR shall furnish a similar receipt to CARRIER and at the same time return to CARRIER all identification devices and other property furnished by CARRIER to CONTRACTOR.
11. CARRIER shall furnish and pay the costs of public liability, property damage, and cargo insurance for the protection of the public as required by Federal and state laws and regulations. CONTRACTOR shall be responsible to CARRIER for all losses of cargo, up to \$1,000.00, that have occurred through CONTRACTOR or his driver's negligence except where the loss occurs by reason of collision or upset, CONTRACTOR is required to obtain and pay for all other insurance coverage.
12. CONTRACTOR is not required to purchase or rent any products, equipment or service from CARRIER as a condition to entering into this Agreement. The terms of any agreement between CONTRACTOR and CARRIER respecting equipment purchase or rental contract for which CARRIER may take deductions from owner's compensation are as follows: N/A

13. Escrow funds are not required under this Agreement.
14. This Agreement shall be executed in at least three copies, each of which shall be considered an original. CARRIER'S copy shall be retained by CARRIER, CONTRACTOR'S copy shall be retained by CONTRACTOR, and one executed copy shall be carried on Equipment during the period of this Agreement.
15. This Agreement shall be interpreted under the laws of the State of Ohio.

IN WITNESS WHEREOF, CARRIER and CONTRACTOR do hereby execute this Agreement on this 14th day of September, 19 84 at 9:00 (a.m.) or (~~P.M.~~), which date and hour shall be the effective date of this Agreement.

Bernard D. Tidd
Name of CONTRACTOR

Pitt Ohio Express, Inc.
Name of CARRIER

955 9th St.

26th and AV..R. R.

W. Leechburg, PA. 15056
Address of CONTRACTOR

Pittsburgh, PA 15222
Address of CARRIER

BY: Bernard D. Tidd

BY: Chris H. Hancock

CONTRACTOR INSURANCE

Insurance Company and home office: Rockwood Insurance Co.

Policy no. CAP 31692

Name and address of issuing agency: Kenneth Sloan, Apollo, PA 15613

Expires: 8/23/85

1. LESSOR HERBY LEASES TO LESSEE THE FOLLOWING DESCRIBED MOTOR VEHICLE UNIT:

A. TRACTOR

MAKE	YEAR	TYPE	MFG. SERIAL NO.	LICENSE NO.	STATE
<u>GMC</u>	<u>1982</u> <u>1983</u>	<u>Trac.</u>	<u>TDH72AV591241</u>	<u>13649CE</u>	<u>PA</u>

B. TRAILER

MAKE	YEAR	TYPE	MFG. SERIAL NO.	LICINSE CO.	STATE
<u>Fruhaf.</u>	<u>1965</u>	<u>Flat</u>	<u>TK1271 PA</u> <u>TDH102AV592595</u>	<u>TL40293</u> <u>XXXXXXXX TK1271</u>	<u>PA</u>

TITLE NUMBER A36559811		PLATE NUMBER 13649CE	
77 GMC MAKE OF VEHICLE		TT TYPE	
TDH52AV591241 VEHICLE IDENTIFICATION NUMBER			20 CLASS
NONE REG. GROSS WT.		73280 COMB. GROSS WT.	F CODES
SEAT CAP.	5 AXLES	JUL 31 1966 EXPIRATION DATE	
VOID UNLESS VALIDATED			690.00 FEE
BERNARD D TIDD 855 9TH ST R D 4 LEECHBURG PA 15656			

DO NOT DETACH

42-13649CE
351939710033

DO NOT DETACH

FOLD ON THIS LINE

NOTICE
WEIGHT CLASS DECALS
ARE ISSUED ONLY
WHEN THE WEIGHT
CLASS CHANGES.

IF YOU HAVE
INADVERTENTLY
REMOVED YOUR CLASS
DECAL, YOU MAY
APPLY FOR A FREE
REPLACEMENT.

SAFETY TIP
DIM YOUR
HIGH-BEAMS TO
ONCOMING TRAFFIC

Bernard D. Tidd
SIGN IN INK - DO NOT PRINT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
VEHICLE REGISTRATION

1963 Unit 12/84



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120
April 23, 1986

IN REPLY PLEASE
REFER TO OUR FILE

A. 88995
IC-85-368
Pgh.-03526

file

Hammel's Express
26th and Railroad Streets
Pittsburgh, PA 15222

Gentlemen:

The purpose of this letter is to inform you that the Commission has recently taken the enclosed action. This action is in partial response to the Informal Complaint which you registered with the Commission's Bureau of Safety and Compliance.

If you have any questions or if we can be of service, please write or call me at telephone number 717-783-1948.

Very truly yours,

Joseph E. Lauver

Joseph E. Lauver
Administrative Supervisor
Bureau of Safety & Compliance

JS:dk

cc: Pittsburgh District Office/Harris and Sartori

Enclosure: Copy of complaint
Newcomer Trucking, Inc.
A-00102265C861

DOCUMENT
FOLDER



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF TRANSPORTATION
P. O. BOX 3265, HARRISBURG, PA. 17120

163720

August 14, 1986

A-00088995

IN REPLY PLEASE REFER TO OUR FILE R-16

Hammel's Express, Inc.
27th & A.V.R.R.
Pittsburgh, PA 15222

DOCKETED
AUG 18 1986

Re: Supl. 15 Tariff - PA PUC 9

TARIFF OR SUPPLEMENT RETURNED FOR THE FOLLOWING REASONS:

- Tariff is less than four pages and cannot be supplemented.
- Effective supplement(s) pages exceed 50% of original tariff pages.
- Omitted or not proper Certificate No. A- _____
 Permit No. A- _____ Folder No. (s) _____
- Designated improperly: should be (See NOTE) Pa. P.U.C. No. _____
 cancels (See NOTE) Pa. P.U.C. No. _____

DOCUMENT FOLDER

N	<input type="checkbox"/> Aero	<input type="checkbox"/> Experimental	<input type="checkbox"/> Limousine
O	<input type="checkbox"/> Airport Transfer	<input type="checkbox"/> Express	<input type="checkbox"/> Paratransit
T	<input type="checkbox"/> Call or Demand	<input type="checkbox"/> Freight	<input type="checkbox"/> Scheduled Route
E	<input type="checkbox"/> Contract	<input type="checkbox"/> Group and Party	<input type="checkbox"/> _____

- Designated improperly; should be Supplement No. _____
to (See NOTE) Pa. P.U.C. No. _____
 cancels Supplement No. (s) _____
- Designate; Supplement No. (s) _____ contain all changes.
- Carrier name not properly designated or proper.
- Operating authority omitted not complete or proper.
- Restriction(s) to operating authority omitted not complete or proper.
- New authority may be filed on one day's notice. Specify; issued under authority of Pa. Code, Title 52, Section 23.42; under effective date.
- Temporary Authority, designate; (Temporary Issue) directly under the Pa. P.U.C. No. _____

- Issued on _____ day's notice under authority of Special Permission No. _____.
Specify; under effective date.
- Filing requires 30-day statutory notice.
- List of changes required not proper (Applies only for Passenger Tariffs).
- Symbols required for (A) increase (C) change or addition (R) reduction.
- Explanation of abbreviations, reference marks and symbols not provided.
- Refers to Agency Publication(s). Power of attorney(s) required.
- Rule to determine mileage must be stated.
- Rule for advance reservations must be stated.
- Rates not provided for all commodities points, contained in operating authority.
- Page numbers not designated.
- Financial justification for proposed increases required by Pa. Code, Title 52, Section 23.67 not provided. (Freight Tariffs) Title 52, Section 23.63 and 23.64 not provided. (Passenger Tariffs)
- Tariff submitted is not acceptable. Adoption supplements must be provided, refer to instructions in our letter dated _____.
- Contract carrier requires separate tariff for each shipper.
- Contract(s) must accompany tariff(s). reductions require 60 days' statutory notice.
- When filing is resubmitted, change issued and effective dates. Use current dates, do not backdate. Show issued date two (2) days after mailing.
- Rates are provided for commodities points, not contained in operating authority.
- Other reasons:

Item 410 brought forward from Supl. 14, which is still effective, Item published twice. Item 369A, brought forward from Supplement 9, not in Supplement 14. Item 405B should show cancels Item 405A of Supplement 14.

Very truly yours,

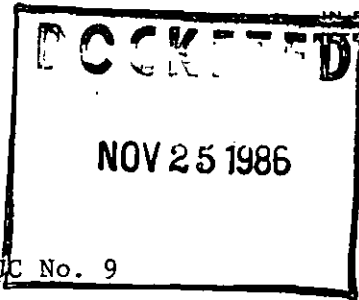
Douglas A. Pike, Sr.
Tariff Section



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF TRANSPORTATION
P. O. BOX 3265, HARRISBURG, PA. 17120

November 21, 1986

A-00088995



IN REPLY PLEASE REFER TO OUR FILE R-1

Hammel's Express, Inc.
26th St. & Railroad
Pittsburgh, PA 15222

Re: Supplement #16 PA PUC No. 9

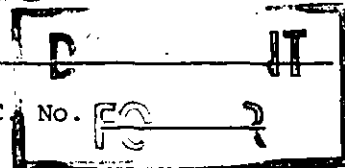
TARIFF OR SUPPLEMENT RETURNED FOR THE FOLLOWING REASONS:

- Tariff is less than four pages and cannot be supplemented.
- Effective supplement(s) pages exceed 50% of original tariff pages.
- Omitted or not proper Certificate No. A-

Permit No. A- _____ Folder No. (s) _____

Designated improperly: should be (See NOTE) Pa. P.U.C. No. _____

cancels (See NOTE) Pa. P.U.C. No. _____



N	<input type="checkbox"/> Aero	<input type="checkbox"/> Experimental	<input type="checkbox"/> Limousine
O	<input type="checkbox"/> Airport Transfer	<input type="checkbox"/> Express	<input type="checkbox"/> Paratransit
T	<input type="checkbox"/> Call or Demand	<input type="checkbox"/> Freight	<input type="checkbox"/> Scheduled Rout
E	<input type="checkbox"/> Contract	<input type="checkbox"/> Group and Party	<input type="checkbox"/> _____

Designated improperly; should be Supplement No. _____
to (See NOTE) Pa. P.U.C. No. _____

cancels Supplement No. (s) _____

Designate; Supplement No. (s) _____ contain all changes.

Carrier name not properly designated or proper.

Operating authority omitted not complete or proper.

Restriction(s) to operating authority omitted not complete or proper.

New authority may be filed on one day's notice. Specify; issued under authority of Pa. Code, Title 52, Section 23.42; under effective date.

Temporary Authority, designate; (Temporary Issue, directly under the Pa. P.U.C. No. _____)

- Issued on _____ day's notice under authority of Special Permission No. _____.
Specify; under effective date.
- Filing requires 30-day statutory notice.
- List of changes required not proper (Applies only for Passenger Tariffs).
- Symbols required for (A) increase (C) change or addition (R) reduction.
- Explanation of abbreviations, reference marks and symbols not provided.
- Refers to Agency Publication(s). Power of attorney(s) required.
- Rule to determine mileage must be stated.
- Rule for advance reservations must be stated.
- Rates not provided for all commodities points, contained in operating authority.
- Page numbers not designated.
- Financial justification for proposed increases required by Pa. Code, Title 52, Section 23.67 not provided. (Freight Tariffs) Title 52, Section 23.63 and 23.64 not provided. (Passenger Tariffs)
- Tariff submitted is not acceptable. Adoption supplements must be provided, refer to instructions in our letter dated _____.
- Contract carrier requires separate tariff for each shipper.
- Contract(s) must accompany tariff(s). reductions require 60 days' statutory notice.
- When filing is resubmitted, change issued and effective dates. Use current dates, do not backdate. Show issued date two (2) days after mailing.
- Rates are provided for commodities points, not contained in operating authority.
- Other reasons:

Supplement No. 15 rejected 8-14-86. Supplement 16 cannot be accepted until Supplement 15 is either cancelled or accepted.

Very truly yours,

Douglas A. Pike, Sr.
Tariff Section