



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

June 3, 1985

IN REPLY PLEASE
REFER TO OUR FILE

William A. Gray
Attorney at Law
2310 Grant Building
Pittsburgh, PA 15219

In re: A-00105992 - Application of Thomas S. Zimmerman, t/d/b/a Pile's
Concrete Products Company.

Dear Mr. Gray:

We have received the bilateral contract submitted in compliance with the Commission's order adopted at the Public Meeting of May 10, 1985. A review of the contract finds that it is in conformance with Commission regulations as set forth in 52 Pa. Code §31.45, and is acceptable for filing.

In the third numbered paragraph of the contract it states "that the hauler will be tendered by 84 Lumber less then five (5) shipments while this contract is in effect." I am assuming that the word "no" has been inadvertently omitted before the words "less than five shipments." If this is incorrect please let me know.

Very truly yours,

By Gale E. Travitz
For Peter S. Marzolf, Chief
Technical Review Section
Bureau of Non-Rail Transportation

cc: E. Ditzler
Document Folder
Tariff
PSM

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
JUN 3 1985
ENTRY No. *110*

#16

RECEIVED

INDEPENDENT HAULER'S CONTRACT

MAY 30 1985

This agreement is made 4/5, 1985, between 84 LUMBER COMPANY

~~Non-Rail~~ (~~84 LUMBER CO~~), a Pennsylvania corporation, whose address is P.O. Box 8484,
Public Utility Comm.

Eighty Four, PA 15384, and THOMAS S. ZIMMERMAN, t/d/b/a PILE'S CONCRETE PRODUCTS COMPANY, a sole proprietorship, whose address is R.D. 1, Friedens, PA 15541.

1. Hauler, an independent contractor, agrees to provide transportation, unloading and related services for 84 Lumber in a good, safe and workman-like manner, using suitable equipment, delivering materials according to the following rate schedule set forth as Exhibit 1.
2. Hauler will provide service for 84 Lumber pursuant to the authority set forth as Exhibit 2.
3. Hauler will be tendered by 84 Lumber ^{no} less than five (5) shipments while this Contract is in effect.
4. Hauler will acknowledge receipt of each load for delivery, and will furnish receipts signed by customers of 84 or their authorized agents for each load delivered and unloaded, with any discrepancies noted thereon. Hauler shall provide safe and timely delivery and unloading of all goods, with time being of the essence of this agreement. In case a delivery is delayed for any reason, Hauler shall promptly notify 84 Lumber by telephone.
5. Hauler shall exercise the highest degree of care in performing this agreement; hauler shall adequately secure all loads so as to avoid risk or property damage to anyone. Hauler shall obtain all required permits and licenses and comply with all laws and regulations relating to the transportation of goods covered by this agreement, or otherwise applicable to performance under this agreement. Hauler shall provide and pay for legal liability and workmen's compensation insurance coverage, payroll contributions and taxes as required by law and by this agreement. hauler shall defend and indemnify 84 Lumber from and against all claims and liability of any kind arising out of hauler's breach of, or failure of performance under, this agreement.
6. Hauler is and shall be at all times an independent contractor and not an employee, agent or servant of 84 Lumber; hauler shall be free from the direct supervision of 84 Lumber in the performance of hauler's duties hereunder.
7. Hauler shall defend, indemnify and hold harmless 84 Lumber from and against all claims, damages, legal actions and liability for personal injury (including death) or property damage caused to or asserted by anyone, including without limitation hauler or employees of hauler or of 84 Lumber, in any way arising out of, or in connection with, this agreement whether based, in whole or in part, upon the negligence of 84 Lumber, its employees or agents, or of its customers. HAULER, FOR ITSELF,

ITS SUCCESSORS AND ASSIGNS HEREBY EXPRESSLY AGREES TO WAIVE ANY PROVISION OF THE PENNSYLVANIA WORKMEN'S COMPENSATION ACT, INCLUDING SECTION 303(b), WHEREBY HAULER COULD PRECLUDE ITS JOINDER AS AN ADDITIONAL DEFENDANT OR AVOID LIABILITY FOR DAMAGES, CONTRIBUTION OR INDEMNITY IN ANY ACTION AT LAW, OR OTHERWISE WHERE HAULER'S EMPLOYEE OR EMPLOYEES, HEIRS, ASSIGNS OR ANYONE OTHERWISE ENTITLED TO RECEIVE DAMAGES BY REASON OF INJURY OR DEATH BRINGS AN ACTION AT LAW AGAINST 84 LUMBER and/or its customers. Hauler shall maintain public liability and property damage insurance in force at all times during the term of this agreement with minimum coverage of:

Bodily injury: \$300,000 per occurrence

Property damage: 50,000 per occurrence

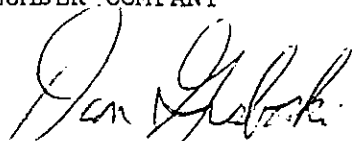
A certificate of insurance coverage shall be furnished by hauler's insurer showing the current policy in force, date of expiration and providing for ten (10) days' advance notice to 84 Lumber of cancellation or reduction in insurance.

The certificate of insurance must be provided to 84 Lumber before any services are performed by Hauler.

8. This agreement shall remain in effect until terminated by 84 upon at least thirty (30) days' advance notice to Hauler, subject to immediate termination by 84 Lumber for Hauler's failure to perform or breach of this agreement. Hauler shall have the right to terminate this agreement in accordance with paragraph 9 below.
9. In the event Hauler terminates this agreement at any time, Hauler shall pay to 84 Lumber the sum of \$900.00 in consideration for 84 Lumber's assistance and providing legal counsel for the benefit of the Hauler in obtaining Pa. P.U.C. contract carrier authority; provided, however, if at 84 Lumber's request the Hauler transfers such authority to another Hauler designated by 84 Lumber said payment shall be waived by 84 Lumber and 84 Lumber shall pay the Hauler the sum of \$225.00.
10. This agreement shall be binding upon Hauler and Hauler's successors, heirs, spouse, dependents, and legal representatives and anyone claiming by or through Hauler.
11. This agreement contains the entire agreement of the parties regarding the subject matter hereof and cancels any and all prior agreements between the parties; there are not other agreements, oral or written. This agreement may not be modified except by a written instrument signed by both parties. This agreement may not be assigned by Hauler.

84 LUMBER COMPANY

By: _____



THOMAS S. ZIMMERMAN, t/d/b/a
PILE'S CONCRETE PRODUCTS COMPANY



EXHIBIT 1

SCHEDULE OF RATES

Mileage Rates

Rates in Dollars and Cents

<u>Mileage</u>	<u>Rate</u>
0 - 5 miles	\$35.00
6 - 19 miles	\$49.00
20 - 29 miles	\$65.00
30 - 39 miles	\$79.00
40 - 49 miles	\$90.00
Over 49 miles	\$2.00 per mile

EXHIBIT 2

Scope of Authority

To transport, as a contract carrier, lumber, wood products and building materials, for 84 Lumber Company, from the township of Somerset, Somerset County, to points in Pennsylvania, and vice versa.

EXTENSION OF TIME FOR COMPLIANCE ORDERS
MOTOR CARRIERS

A 105992
Docket Number

William Gray Esq
2310 Grant Building
Pittsburgh, Pa 15219

Applicant/Attorney

Pile's Concrete Products Co

Commission Order Adopted: May 10, 1985

Extension of time until: Sept 1, 1985

Reason for Extension: needs more time

Outstanding Requirements: minimum

Requested By: Bill Gray Esq

DOCUMENTED
JUL 15 1985

Approval given by:

6-7-85

Elizabeth McConnell Ditzler

Elizabeth McConnell Ditzler
PUC - Service Section
717-787-3366

DOCUMENT
FOLDER

ORIGINAL

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING

PITTSBURGH, PA. 15219

(412) 471-1800

JOHN A. VUONO
WILLIAM J. LAVELLE
WILLIAM A. GRAY
MARK T. VUONO
RICHARD R. WILSON
DENNIS J. KUSTURISS

August 26, 1985

Re: Thomas S. Zimmerman t/d/b/a Pile's Concrete Products Co.
Docket No. A-00105992
Richard D. Oswald
Docket No. A-00105981
Our Files 3006-10, 3006-12

RECEIVED

AUG 28 1985

Mr. Jerry Rich, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

SECRETARY'S OFFICE
Public Utility Commission

Dear Mr. Rich:

We hereby request a further extension of time to October 1 to comply with the insurance requirements in connection with the above applications. Both of these carriers have still not filed the necessary Form E. The present due date for compliance for Zimmerman is September 1 and for Oswald is August 30.

These extension requests are necessary because of communications problems between the carriers and their insurance companies.

Please advise us concerning the disposition of these requests.

Very truly yours,

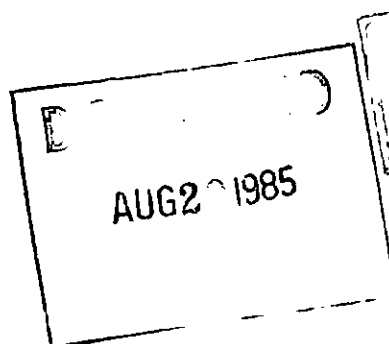
VUONO, LAVELLE & GRAY

William A. Gray

William A. Gray

cas

cc: Mr. William C. Storrs



EXTENSION OF TIME FOR COMPLIANCE ORDERS
MOTOR CARRIERS

A. 00105992

Docket Number

William A. Gray, Esquire

2310 Grant Building

Pittsburgh, PA 15219

Applicant/Attorney

THOMAS S. ZIMMERMAN, t/d/b/a/
PILE'S CONCRETE PRODUCTS COMPANY

Commission Order Adopted: May 10, 1985

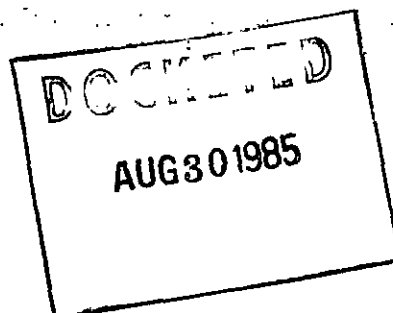
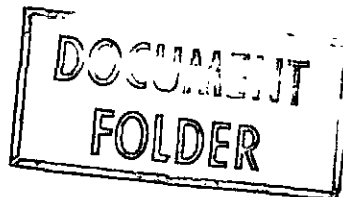
Extension of time until: October 1, 1985

Reason for Extension: needs more time

Outstanding Requirements: insurance

Requested By: William Gray, Esquire

THOMAS S. ZIMMERMAN, t/d/b/a
PILE'S CONCRETE PRODUCTS COMPANY
R.D. #1
Fridens, PA 15541



Approval given by:

8-29-85

Elizabeth McConnell Ditzler
Elizabeth McConnell Ditzler
PUC - Service Section
717-787-3366