



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

September 11, 1987

IN REPLY PLEASE
REFER TO OUR FILE

J. Bruce Walter
Attorney at Law
P.O. Box 1148
Harrisburg, PA 17108

In re: Contract submitted in compliance with the Commission's order of July 16, 1987, granting contract carrier authority to H. Fred Barefoot Trucking, Inc., A-00107365.

Dear Mr. Walter:

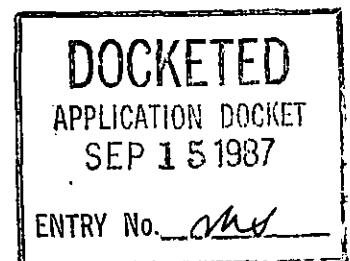
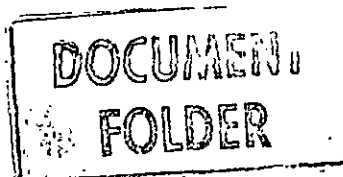
A review of the contract submitted in the above referenced proceeding reveals that it does not meet Commission requirements as outlined at 52 Pa. Code §31.45. The contract must be revised to meet our requirements before the permit may issue.

The contract must contain the exact authority granted by our order of July 16, 1987. We find a reference in paragraph 1 to Exhibit A, however, that exhibit is not attached to the agreement. The contract must contain the rates and charges to be charged for the service or contain a reference to the minimum rates and charges on file. We often recommend reference to the carrier's minimum schedule of rates as Pa. P.U.C. Contract No. 1, supplements thereto and reissues thereof. There is a reference in paragraph 3 of the contract to a Schedule A attached, however, we do not find that schedule attached to the contract. The requirements of 31.45 require that a minimum amount of business be guaranteed to the carrier by the shipper. We find no minimum guarantee in the contract.

Upon making necessary modifications to the contract, resubmit it directly to me for my immediate attention. Should you have any questions or comments I urge you to contact me direct by telephoning (717) 783-5946.

Very truly yours,

Tim Zeigler
For Peter S. Marzolf, Supervisor
Technical Review Section
Bureau of Transportation



RHOADS & SINON

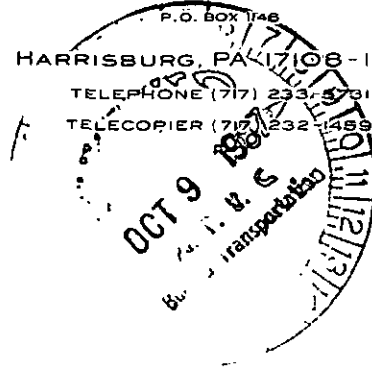
ATTORNEYS AT LAW

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FILE NO. 21401

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J. CLINTON SCOTT *
CHARLES L. SIECK *
PAUL A. LUNDEEN
JACK F. MURLEY, JR.
NATHAN H. WATERS, JR.
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DAVID B. DOWLING
EVELYN S. HARRIS
DAVID F. O'LEARY

HENRY G. BARR
ROBERT L. BEALS **
DAVID O. TWADDELL
CHARLES J. FERRY
JENS H. DAMGAARD *
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THOMAS A. FRENCH
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DEAN H. DUSINBERRE
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PAUL A. LUNDBERG *
ADAM G. HEFFNER **
LEE ANN FIVEASH **
JOHN T. MULMALL, III
LUCY E. KNISELEY

*ALSO ADMITTED TO THE FLORIDA BAR
**ADMITTED TO THE FLORIDA BAR ONLY

Re: Application of H. Fred Barefoot Trucking, Inc., A.107365

October 7, 1987

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120


Attention: Mr. Tim Zeigler
Technical Review Section
Bureau of Transportation

Dear Mr. Zeigler:

Pursuant to your letter of September 11, 1987, I return the agreement of contract between Barefoot Trucking, Inc. and Galliker Dairy Company with the attached Exhibits A and Schedule A.

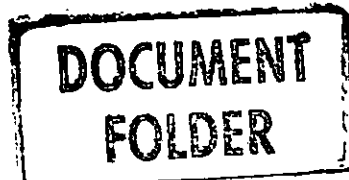
Very truly yours,

RHOADS & SINON

By: 
J. Bruce Walter

Enclosures

cc: H. Fred Barefoot Trucking, Inc.
Jack M. Mumford, Esquire
Duane, Morris & Heckscher



A.107365

To transport, as a contract carrier by motor vehicle, property for Galliker Dairy, from its facilities in the City of Johnstown, Cambria County, to points in Pennsylvania, and vice versa;

Subject to the following conditions:

That no right, power or privilege is granted to transport petroleum or petroleum products in bulk in tank vehicles.

Shipper agrees to tender a minimum of 5,000,000 pounds of milk per month.

EXHIBIT "A"

**DOCUMENT
FOLDER**

DOCKETED
APPLICATION DOCKET
OCT 9 1987
ENTRY No. *NMS*

gbc

Permit No. A-00107365

Contract Pa. P.U.C. No. 1

H. FRED BAREFOOT TRUCKING, INC.

SCHEDULE OF MINIMUM RATES AND CHARGES

To transport, as a contract carrier, by motor vehicle, property for Galliker Dairy, from its facilities in the city of Johnstown, Cambria County, to points in Pennsylvania, and vice versa;

subject to the following condition:

That no right, power or privilege is granted to transport petroleum or petroleum products in bulk in tank vehicles.

ISSUED: September 8, 1987

EFFECTIVE: September 10, 1987

Issued on 1 day's notice under authority of Pa. P.U.C. Code 52, Section 23.145.

Issued by:

H. Fred Barefoot, President

P. O. Box 25

Alum Bank, PA 15521

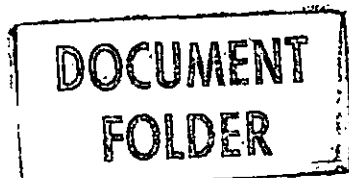
Telephone: (814) 839-2193

Compiled by: Penna. Tariff Agency, Inc., P.O. Box 626, 1521 Cedar Cliff Drive, Camp Hill, PA 17011

(6)

(GK)

Schedule "A"



RULES AND REGULATIONS

RULE 1 - DEFINITION OF A SHIPMENT

Unless otherwise specifically provided herein, a shipment is one lot of freight received from one shipper on one bill of lading on one day for one consignee at one destination at one time.

RULE 2 - COMPUTATION OF DISTANCE

Distance or mileage shall be computed on the actual highways from point of pickup to point of delivery taken from the odometer reading.

RULE 3 - FRACTIONS

Except as specifically provided herein, in computing rates or charges, fractions of less than one-half will be dropped; fractions of one-half or over will be increased to the next whole figure.

RULE 4 - PICKUP AND DELIVERY SERVICE

Except as otherwise provided herein, the rates named herein include pickup and delivery service at all points within the limits of the cities, towns, or villages, and at all other places from, to, or between which the rates apply, but do not include loading and/or unloading of a shipment. Such pickup and delivery service will be made only from or to points directly accessible to the carrier's vehicle.

RULE 5 - RETURNED, UNDELIVERED SHIPMENTS

(a) When a complete truckload shipment is rejected by consignee at the time of delivery, it will be returned to point of origin at carrier's convenience and the rate to apply will be the same as published from origin to destination and in effect on the date of the return movement.

(b) When only a portion of a truckload shipment is rejected at the time of delivery by the consignee due to no fault of the carrier, that portion will be returned to point of origin and the rate for the return movement will be the same as published from origin to destination and in effect on the date of the return movement, subject to a minimum charge of \$50.00 per shipment.

(c) The provisions of paragraph (b) will also apply on shipments originally accepted by consignee and subsequently ordered by consignor to be returned to point of origin for reasons other than damage by carrier's negligence. This bill of lading is to be marked as follows: "RETURNED GOODS"

SCHEDULE OF RATES

DISTANCE COMMODITY RATES IN DOLLARS AND CENTS PER MILE

ITEM 100

PROPERTY, FOR GALLIKER DAIRY

BETWEEN: Points in PA

RATE: \$1.00 per mile

MAX.WT.: 48,000 lbs.

A-107365

TZ

AGREEMENT

This Agreement, made and entered into this *8th* day of September, 1987, by and between GALLIKER DAIRY COMPANY (hereinafter "Dairy"), a Pennsylvania corporation qualified to do business in the Commonwealth of Pennsylvania, and H. FRED BAREFOOT TRUCKING, INC. (hereinafter "Carrier"), of Bedford, Pennsylvania, wherein both parties mutually agree as follows:

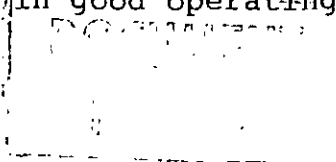
1. Carrier will transport dairy and dairy-related products for Dairy or its customers to locations within Pennsylvania as directed by Dairy or its customers from dairies and/or dairy company branches in Richland Township, Cambria County, and will return refused products and empty containers to the point of origin. Delivery of product will be made in accordance with the terms of the authority requested from the Pennsylvania Public Utility Commission as identified in Exhibit "A" to this Agreement.

2. Dairy agrees to utilize the services of Carrier non-exclusively for the transportation of said products as is reasonably agreed upon from time to time by the parties hereto.

3. Carrier will charge Dairy or its customers _____
mile
Dollars per ~~unit~~ as units are defined in Schedule "A" attached
ALTB 9-8-87
hereto without regard to distance between the above-named areas.

4. Carrier agrees to delivery any and all products in
delivery equipment maintained in good operating condition and

DOCKETED
APPLICATION DOCKET
SEP 10 1987
ENTRY No. *MS*



conforming to all applicable local, state, and federal regulations with regard to milk and other dairy products.

5. Carrier agrees to utilize refrigerated equipment so that a sampling of any products contained therein would demonstrate a temperature of forty degrees fahrenheit (40° F.), more or less, in accordance with standard procedures for testing dairy product temperatures.

6. Carrier agrees that it is an independent contractor and not an employee of Dairy of its customers and all persons operating vehicles owned, leased, or hired by Carrier and all persons otherwise engaged in performing duties for Carrier are employees of Carrier not employees of Dairy or its customers, being subject to the exclusive orders and directors of Carrier under its exclusive control and paid by the Carrier.²

7. Carrier agrees to provide Dairy with a certificate evidencing cargo insurance and include Dairy as co-insured in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) and covering the products being transported for Dairy. Carrier agrees to maintain such coverage in effect during the term of this Agreement. Carrier will provide Dairy with a certificate of liability insurance for all equipment used while acting as Carrier for Dairy and include Dairy as co-insured with minimum coverage for each vehicle to be One Million and No/100 Dollars (\$1,000,000.00) combined single limit property damage and public liability for One Million and No/100 Dollars (\$1,000,000.00)

combined single limit more than one person on each occurrence.
Ten Million and No/100 Dollars (\$10,000,000.00) Umbrella.

8. Carrier agrees to indemnify and hold harmless the Dairy against all loss, cost, damage, or liability of any kind or nature arising or growing out of or occurring in the performance of this Agreement.

9. Dairy agrees to supply Carrier with orders for each delivery location in the counties above named requiring a delivery at least twenty-four (24) hours in advance of the time required for delivery.

10. Carrier agrees at the time of delivery to any individual location in accordance with Dairy's order to provide one (1) platform receipt, exact copies of which platform receipt shall have been signed by Carrier at the time of picking up products ordered by Dairy.

11. Carrier shall not have the right to assign this contract without the permission of Dairy.

12. Carrier agrees to invoice Dairy each week by invoice showing the purchases and subtotals for each individual delivery location and showing additionally a total for all service furnished Dairy during the week.

13. This Agreement shall be and remain effective for a one (1) year period from its effective date and shall be automatically renewed from year to year unless written notice to the contrary, registered mail, return receipt requested, is received by one party from the other party at the addresses below

provided sixty (60) days prior to the expiration date of this Agreement or this Agreement shall be cancellable on sixty (60) days' written notice by either party to the other party, registered mail, return receipt requested, at the following addresses, respectively:

Galliker Dairy Company
P.O. Box 159
Johnstown, PA 15907-0159

H. Fred Barefoot Trucking, Inc.
Box 25
Alum Bank, PA 15521

WHEREFORE, the parties, intending to be legally bound, have hereby caused this Agreement to be executed the day and year first above written.

GALLIKER DAIRY COMPANY

By: *A.M. Struff*

Pamela S. Peuzzi
Witness

H. FRED BAREFOOT TRUCKING, INC.

By: *H. Fred Barefoot*

Matrude H. Kaufman
Witness



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

October 9, 1987

IN REPLY PLEASE
REFER TO OUR FILE

J. Bruce Walter
Attorney at Law
P.O. Box 1148
Harrisburg, Pa. 17108

Re: A-00107365 - H. Fred Barefoot Trucking, Inc. - T-728*

Dear Mr. Walter:

We have received the bilateral contract submitted in compliance with the Commission's order adopted at the Public Meeting of July 16, 1987. A review of the contract finds that it is in conformance with Commission regulations as set forth in Title 52, Pa. Code §31.45, and is acceptable for filing.

Very truly yours,

Tim Zeigler
Technical Review Section
Bureau of Transportation

cc: Certificate Section
Tariff Section

