

LAW OFFICES

Harold E. Miller & J. Randall Miller

MELLON BANK BUILDING
ALTOONA, PENNSYLVANIA 16601

Telephone (814) 943-1462

January 21, 1988

RECEIVED

JAN 22 1988

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

SECRETARY'S OFFICE
Public Utility Commission

RE: Application of James M.
Simondale, t/d/b/a James M.
Simondale Trucking and Excavating

A. 107645

Gentlemen:

In reply to your letter of January 20, 1988, I am herewith enclosing copy of Bilateral contract between the parties in this matter which contains the Tariff schedule in accordance with our agreement.

With respect to Form E concerning coverage for Business and Property Damage my client has already contacted his insurance agent and said form will be forwarded to your office in the very near future.

Very truly yours,

Harold E. Miller

Harold E. Miller
Attorney at Law

HEM/mjb
Enclosure

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
JAN 27 1988
ENTRY No. *MS*

RECEIVED

JAN 22 1988

AGREEMENT

SECRETARY'S OFFICE
Public Utility Commission

THIS AGREEMENT entered into this 27th day of May, 1987, by and

between NAREHOOD LIMESTONE INC., a subsidiary of New Enterprise Stone and Lime, Inc., with its principle place of business being located at Box 6, Tyrone, Pennsylvania, hereinafter referred to as the "Shipper",

AND

JAMES M. SIMONDALE, of R. D. 4, Box 404D, Tyrone, Huntingdon County, Pennsylvania, hereinafter referred to as the "Carrier".

A.107645

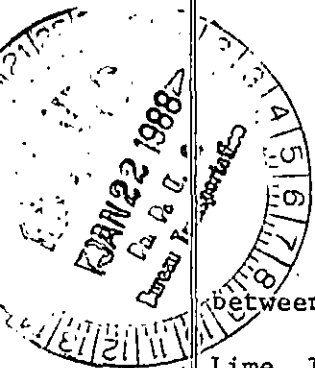
WHEREAS the "Carrier" desires to enter into an Agreement with "Shipper" to transport property pursuant to the rules and regulations of the Pennsylvania Public Utility Commission under the following terms and conditions:

1. That the said "Carrier" is the owner and operator of the following equipment to be used in the transportation of property for "Shipper" under the terms and conditions of this agreement:

(a) 1975 Mack Conventional Dump Truck

2. "Carrier" contracts with "Shipper" to transport, as a contract carrier limestone, and lime, in dumptruck from the facilities of Narehood Limestone, Inc., in the Township of Snyder, Blair County, Pennsylvania, to points in the Counties of Blair, Centre, Huntingdon, Cambria, Clearfield, Mifflin, and Jefferson; no haul to exceed fifty (50) miles and return of refused, damaged or returned shipments to point of origin.

3. "Shipper" agrees that during the period from the effective date of the issuance of a contract carrier permit by the Pennsylvania Public Utility Commission until this contract is terminated in writing as provided



herein and shall offer to "Carrier" minimum shipments of Five Thousand (5000) tons per year.

4. "Shipper" agrees to pay "Carrier" the following rates for transportation of property described in the within agreement:

Schedule and Rate of Charges Per Ton

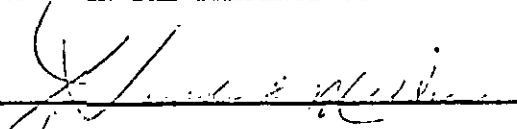
0 - 10 miles	\$1.00
10 - 20 miles	\$1.75
20 - 30 miles	\$2.50
30 - 40 miles	\$3.25
40 - 50 miles	\$3.75

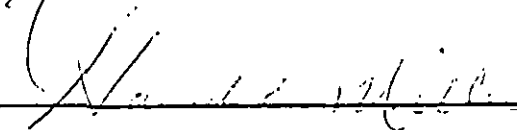
Mileage will be determined by the odometer reading of the vehicle used.

5. This contract shall be for the term of one (1) year from the issuance of a Contract Carrier Permit by the Pennsylvania Public Utility Commission and shall remain in effect for a period of successive years from the end of the initial period, unless either party hereto terminates this contract upon thirty (30) days notice in writing addressed to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed on the date above mentioned.

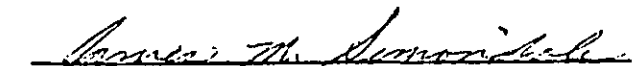
SIGNED IN THE PRESENCE OF:





Narehood Limestone, Co. (subsidiary
Of New Enterprise Stone And Lime
Co., Inc.

Shipper 


Carrier



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

January 28, 1988

IN REPLY PLEASE
REFER TO OUR FILE

•Harold E. Miller
Attorney at Law
Mellon Bank Building
Altoona, Pa. 16601

•In re: Bilateral Contract - A-00107645 - Application of James M.
Simondale, t/d/b/a James M. Simondale Trucking and Excavating

Dear Mr. Miller:

This will acknowledge receipt of the bilateral contract between Narehood Limestone, Inc. and James M. Simondale, t/d/b/a James M. Simondale Trucking and Excavating in compliance with our order adopted January 15, 1988.

The contract is in compliance with the provisions prescribed in Title 52, Pa. Code §31.45 and will be placed in the applicant's record accordingly. Thank you.

Very truly yours,

Richard H. White
Technical Review Section
Bureau of Transportation

RHW:ms

cc: E. Ditzler
Tariff Section

