



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

January 4, 1988

IN REPLY PLEASE
REFER TO OUR FILE

William A. Gray, Esquire
Vuono, Lavelle & Gray
2310 Grant Building
Pittsburgh, PA 15219

In re: A-00107560, Application of Al's Leasing, Inc.

Dear Sir:

We have received the bilateral contracts submitted in compliance with the Commission's order adopted at Public Meeting on October 8, 1987.

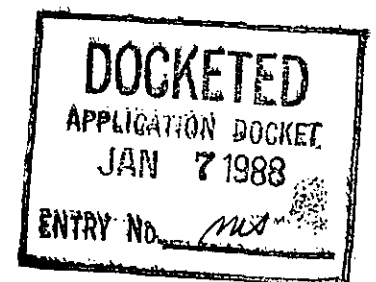
A review of the contracts finds that they are in conformance with Commission regulations set forth at 52 Pa. Code 31.45, and they are accepted for filing.

Very truly yours,

Lawrence Keener-Farley

Lawrence Keener-Farley, Esquire
Technical Review Section
Bureau of Transportation

cc: E. Ditzler
Tariff Section
Document Folder



AGREEMENT

THIS AGREEMENT is made this 17th day of November, 1987, between AL'S LEASING, INC. (CARRIER) and SHOP-VAC CORP. (SHIPPER).

I. PREMISES

1. CARRIER has been granted authority by the Pennsylvania Public Utility Commission (PUC) to provide a contract carrier service to SHIPPER. The authority granted by the PUC is attached hereto as Appendix 1 and made a part hereof.

2. The parties wish to comply with the regulations of the PUC requiring the execution of a bilateral contract between the CARRIER and the SHIPPER.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. SHIPPER will tender to CARRIER for transportation within the scope of the operating authority granted and issued by the PUC a minimum of 50,000 pounds of freight per year while this contract is in effect, unless prevented from doing so by reason of strikes, labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond SHIPPER's control.

**DOCUMENT
FOLDER**

DOCKETED
APPLICATION DOCKET
DEC 30 1987
ENTRY No. ms

2. CARRIER will charge SHIPPER and SHIPPER will pay to CARRIER for any transportation performed under this Agreement in accordance with the rates and charges set forth in carrier's tariff filed with the PUC, which is attached hereto as Appendix 2 and made a part hereof.

3. CARRIER will accept for transportation such shipments as SHIPPER shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of CARRIER, call upon CARRIER to transport.

4. This Agreement shall become effective on the date the PUC issues the Contract Carrier Permit to carrier and shall continue in effect until terminated by either party by mailing or delivering to the other party thirty (30) days' written notice of termination.

5. This Agreement shall be binding upon the successors and assigns of the parties hereto.

6. The provisions of this Agreement will not result in an effect on the quality of the human environment.

7. This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, promises or representations, oral or written, relating to the subject matter of this Agreement. No amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

III. EXECUTION

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year above written.

WITNESS

AL'S LEASING, INC.

Randall Simpson VP

BY: Edward Snyder Pres.

WITNESS

SHOP-VAC CORP.

Ruth A. Holt

BY: John F. Probst Jr.

APPENDIX 1

SCOPE OF AUTHORITY GRANTED

To transport, as a contract carrier by motor vehicle, property (except in bulk), for Shop-Vac Corp. and its wholly-owned subsidiary, Canton Manufacturing Corp., between points in Pennsylvania.

APPENDIX 2

PERMIT NO. A-00107560

CONTRACT PA. P.U.C. No. 1

AL'S LEASING, INC.

CONTRACT SCHEDULE

NAMING

MINIMUM RATES AND CHARGES

GOVERNING

THE TRANSPORTATION OF

COMMODITIES
(Described Herein)

FROM AND TO POINTS
(Named Herein)

ISSUED: December 9, 1987

EFFECTIVE: December 10, 1987

NOTICE: The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED ON ONE DAY'S NOTICE UNDER AUTHORITY
OF PA. CODE, TITLE 52, SECTION 23.145

ISSUED BY:

Elwood W. Snyder, President
AL'S LEASING, INC.
R.D. #1
Canton, PA 17724

ITEM	OPERATING AUTHORITY
5	<p style="text-align: center;">Docket No. A-00107560</p> <p>To transport, as a contract carrier by motor vehicle, property (except in bulk), for Shop-Vac Corp. and its wholly-owned subsidiary, Canton Manufacturing Corp., between points in Pennsylvania.</p>
10	<p style="text-align: center;"><u>Pick-Up and Delivery</u></p> <p>Except as otherwise provided in this tariff, rates include one pick-up and one delivery at a place directly accessible to carrier's motor vehicle.</p>
15	<p style="text-align: center;"><u>Refused and Rejected Shipments</u></p> <p>Refused shipments will be returned to origin and charged for at the rate applicable to the outbound shipment.</p>
20	<p style="text-align: center;"><u>Impractical Operations</u></p> <p>Nothing in this tariff shall require carrier to pick up at origin or make delivery at destination when it is impractical to operate carrier's vehicle at such origin or destination, due to condition of public or private alleys, streets or highways, inadequate loading or unloading facilities, and any riot, strike, picketing or other labor disturbance.</p>
25	<p style="text-align: center;"><u>Limitation of Service</u></p> <p>Nothing in this tariff shall be construed as authorizing carrier to perform any transportation beyond its certified operations.</p> <p>Carrier is not required to accept or transport property for which it does not have available the equipment suitable for its safe transportation.</p>

ITEM

SCHEDULE OF RATES

SECTION 1
RATES APPLICABLE TO SHOP-VAC CORP.

From Williamsport	To Avis	\$ 75.00
From Williamsport	To Williamsport	35.00
From Williamsport	To Wilkes Barre	250.00
From Williamsport	To Sinking Spring	300.00
From Williamsport	To Reading	275.00
From Williamsport	To York	230.00
From Williamsport	To Canton	90.00

The rate for all other movements where there is not a point to point rate set forth herein is \$1.00 per mile per trip.

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SECTION 2
RATES APPLICABLE TO CANTON MANUFACTURING CORP.

From Canton	To Montgomery	\$ 150.00
From Canton	To Canton	25.00
From Canton	To Reading	325.00
From Canton	To Sinking Spring	350.00
From Canton	To Wilkes Barre	250.00
From Canton	To York	230.00
From Canton	To Williamsport	90.00

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THIS SPACE LEFT BLANK INTENTIONALLY.

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Randall Smyth V.P.

By:

Edward Snyder Pres.

WITNESS

CANTON MANUFACTURING CORP.

Ronald Herold

By:

Joseph E. Williams

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