

THE LAW FIRM OF

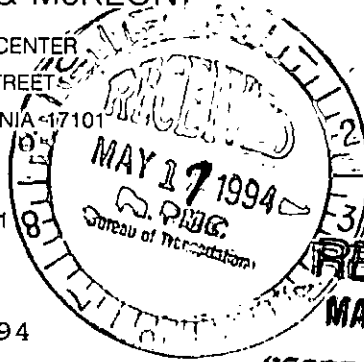
pm
4/14/94

MALATESTA HAWKE & McKEON

JOSEPH J. MALATESTA, JR.
WILLIAM T. HAWKE
KEVIN J. McKEON
LOUISE A. KNIGHT
THOMAS J. SNISCAK
THOMAS P. BROGAN
TERRANCE J. FITZPATRICK
LILLIAN SMITH HARRIS
JANET L. MILLER
SUSAN J. SMITH
SCOTT T. WYLAND

HARRISBURG ENERGY CENTER
100 NORTH TENTH STREET
HARRISBURG, PENNSYLVANIA 17101
(717) 236-1300
FAX (717) 236-4841

MAILING ADDRESS:
P.O. BOX 1778
HARRISBURG, PA 17105



RECEIVED
MAY 16 1994

May 13, 1994

SECRETARY'S OFFICE
Public Utility Commission

John G. Alford, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

RE: Application of Empire Wrecking Co. of
Reading, Pa.; Docket No. A-00108448 F.1,
Am-C

Dear Secretary Alford:

Enclosed for filing with the Commission, in accordance with its April 21, 1994 Order and 52 Pa. Code §31.45, is a copy of the bi-lateral contract entered into between the applicant, Empire Wrecking Co. of Reading, Pa. and E. J. Breneman, Inc.

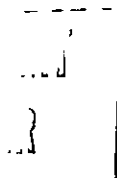
I would appreciate your notifying me that the requirements set forth in the Commission's April 21, 1994 Compliance Order have been met so the applicant may engage in the transportation granted in the above-referenced application.

I thank you in advance for your attention to this matter. Of course, if you have any questions with regard to the enclosed, please feel free to give me a call.

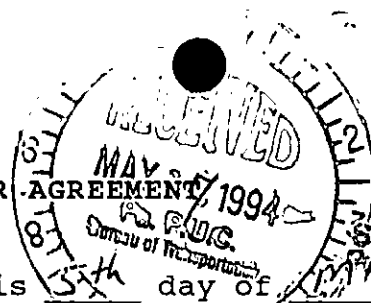
Very truly yours,

Thomas P. Brogan

TPB/bmd
Enclosure
cc: Harry J. O'Neill, III (w/encl)
Joseph Machulsky (w/encl)



CONTRACT CARRIER AGREEMENT



RECEIVED MAY 16 1994

SECRETARY'S OFFICE
Public Utility Commission

THIS AGREEMENT entered into this Six day of MAY 1994, and between Empire Wrecking Co. of Reading, Pa. (hereinafter "Carrier") and E. J. Breneman, Inc. (hereinafter "Shipper").

WHEREAS, Carrier is an independent contractor conducting the business of transporting property by motor vehicle and desires to provide trucking services to Shipper for the transportation of Shipper's commodities.

WHEREAS, Shipper desires to use the services of Carrier in the transportation of certain commodities:

THEREFORE, it is agreed as follows:

1. Carrier agrees to provide transportation services to Shipper consistent with a contract carrier permit granted to Carrier by order of the Pennsylvania Public Utility Commission entered April 21, 1994 at Docket No. A-00108448 F.1 Am-C, as follows:

To transport, as a contract carrier by motor vehicle, road and highway construction equipment for E. J. Breneman, Inc., between points in Pennsylvania.

2. Shipper agrees to tender to Carrier a minimum of one (1) shipment a year for the transportation within the scope of the said authority while this contract is in effect.

3. Shipper agrees to pay to Carrier for the transportation services performed in accordance with the rates and provisions published in Carrier's P.U.C. Rate Schedule, Supplements thereto and reissues thereof, which are hereby made a part of this Agreement by reference.

4. Carrier agrees to maintain and operate equipment necessary to perform the transportation services described therein and procure and maintain public liability, property damage, and cargo insurance, in an amount as may be required by the Pennsylvania Public Utility Commission or other governmental agency.

5. Carrier shall promptly provide Shipper with invoices for services rendered upon the performance of such services, and Shipper shall make payment to Carrier within ~~fifteen (15)~~ THIRTY 30 days of receipt of such invoices.

6. This Agreement shall insure to the benefit of the heirs, executors, administrators, successors or assigns of the parties hereto.

Document
Filed

APPLICATION DOCKET
MAY 17 1994
ENTRY No. 14

7. This Agreement shall remain in effect for a period of one (1) year. Either party shall have the right to terminate this Agreement upon sixty (60) days written notice prior to the expiration date hereof. Upon expiration of said year, the Agreement shall automatically renew itself from year to year until terminated as provided herein.

8. This Agreement may be amended in writing by mutual agreement of the parties thereto.

9. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date and year aforesaid.

WITNESS:

Rosemary Sabator

E. J. BRENEMAN, INC.

Roger Schmidt

WITNESS:

Christine M. Sherman

EMPIRE WRECKING CO. OF
READING, PA.

Harry J. O'Neill, III
President



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

May 16, 1994

THOMAS P BROGAN
MALATESTA HAWKE & MCKEAN
HARRISBURG ENERGY CENTER
100 NORTH TENTH STREET
HARRISBURG PA 17101

In Re: A-00108448, F. 1, Am-A - Submission of amended bilateal contract

Dear Mr. Brogan:

We have received the bilateral contract submitted in compliance with the Commission's order adopted at the Public Meeting of November 11, 1993.

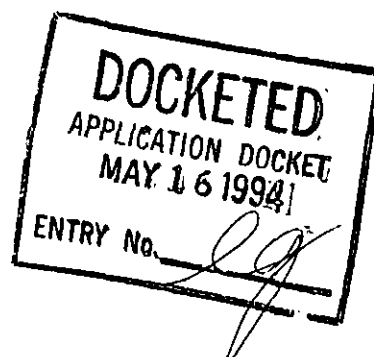
A review of the contract finds that it is in conformance with the Commission regulations as set forth in 52 Pa. Code §31.45, and is now acceptable for filing.

Very truly yours,

Peter S. Marzolf
Technical Review Section
Bureau of Transportation

PSM:lg

cc: E. Ditzler
Document Folder
Tariff





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

NOV 07 1996

IN REPLY PLEASE
REFER TO OUR FILE

EMPIRE WRCKNG CO OF READING PA
1420 CLARION STREET
READING PA 19601
A-00108448 890412

RECEIVED
NOV 7 1996

JAF

SECRETARY'S OFFICE
Public Utility Commission

To Whom It May Concern:

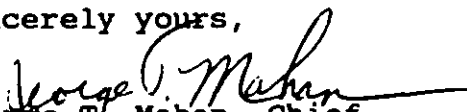
In response to the Federal Aviation Act of 1994, 49 U.S.C. §§41713(b) and 11501(h), the Pennsylvania Public Utility Commission on December 20, 1994, issued an order at P-00940884 which set forth new application procedures for motor carriers of property. The order directed that former contract carriers of property would be deemed to be common carriers of property. As common carriers of property they were required to file evidence of cargo insurance with this Commission, as required by 52 Pa. Code §32.13, in addition to bodily injury and property damage insurance, as required by 52 Pa. Code §32.12.

In reviewing the insurance records of the above named former contract carrier of property, it has been determined that acceptable evidence of cargo liability insurance is not on file. The Commission will accept a Form H or a UCPC-31, issued by the motor carrier's insurance company. Insurance coverage shall be in an amount not less than \$5,000 to provide payment for loss or damage to cargo. The attached PUC-288 Cargo Exemption Form can be filed in place of evidence of cargo insurance if the motor carrier transports only those shipments which fall within the exclusions listed.

Should acceptable evidence of cargo liability insurance or a Cargo Exemption Form not be filed within sixty (60) days of the date of this letter, the Prosecutory Staff of the Bureau of Transportation and Safety will institute a complaint which could result in the cancellation of the certificate of public convenience.

Any questions regarding this matter should be directed to the Insurance Unit, Motor Carrier Services and Enforcement Division, Bureau of Transportation and Safety, at (717) 787-1227 or 787-3114.

Sincerely yours,


George T. Mahan, Chief
Motor Carrier Services and
Enforcement Division
Bureau of Transportation and Safety

pc: Document Folder

DOCUMENT
FOLDER

DOCKETED
NOV 15 1996

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA. 17105-3265
NOVEMBER 19, 1997

IN REPLY PLEASE
REFER TO OUR FILE
A-00108448

EMPIRE WRCKNG CO OF READING PA
1420 CLARION STREET
READING PA 19601

DOCKETED

NOV 19 1997

NOTICE TO LIFT SUSPENSION

This is to notify you that we have received proof of insurance coverage. Therefore, you may disregard the Notice of Suspension previously issued.

Very truly yours,
Insurance Unit
Financial Responsibility Section
Bureau of Transportation and Safety

DOCUMENT
FOLDER

RECEIVED
PROTOMOTARY'S OFFICE

97 NOV 19 AM 9:52

019195