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FILE NO.
2699/01
DIRECT DIAL NO.



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DAVID F. O'LEARY	TIMOTHY M. ANSTINE

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

Re: Application of Fox Transportation, Inc., A.108679

September 25, 1989

RECEIVED

SEP 26 1989

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

SECRETARY'S OFFICE
Public Utility Commission

Dear Secretary Rich:

We are in receipt of the initial decision in the above referenced matter adopted September 14, 1989 and entered September 20, 1989.

The Order makes reference, at page 3 thereof, to the filing of bilateral contracts. Please note that the originals of the bilateral contracts were filed with the original application, on or about March 17, 1989.

Very truly yours,

RHOADS & SINON

By: *J. Bruce Walter*
J. Bruce Walter

JBW/dah

cc: Fox Transportation, Inc.

**DOCUMENT
FOLDER**

DOCKETED
APPLICATION DOCKET
SEP 28 1989
ENTRY No. *ms*



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

September 28, 1989

IN REPLY PLEASE
REFER TO OUR FILE

J. Bruce Walter
Attorney at Law
410 N. Third St.
P.O. Box 1146
Harrisburg, PA 17146

In re: A-00108679 - Application of Fox Transportation, Inc.

Dear Mr. Walter:

This is in response to your letter of September 25, 1989 bearing file number 2699/01, pertaining to the filing of bilateral contracts in the application of Fox Transportation, Inc.

We attach a copy of Page 2 of our order adopted September 14, 1989. Please note the third paragraph under Discussion and Findings. The instructions contained therein should be self-explanatory.

The permit will be issued upon our receipt of the contracts which are executed in accordance with the instructions.

Very truly yours,

Richard H. White
Technical Review Section
Bureau of Transportation

RHW:ms

cc: E. Ditzler

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
SEP 29 1989
ENTRY No. <u>MS</u>



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

October 18, 1989

IN REPLY PLEASE
REFER TO OUR FILE

J. Bruce Walter
Attorney at Law
410 N. Third St.
P.O. Box 1146
Harrisburg, PA 17108

In re: Bilateral Contracts - A-00108679 - Application of
Fox Transportation, Inc.

Dear Mr. Walter:

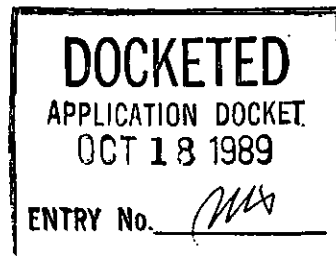
This will acknowledge receipt of the bilateral contracts between Fox Transportation, Inc. and Super Rite Foods, Inc., Citterio USA, Inc. and P A & S Small Company in compliance with our order adopted September 14, 1989.

The contracts are 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

CC: E. Ditzler
Tariff Section
Document Folder



TRANSPORTATION CONTRACT

Agreement made this ____ day of ____, 1988, by and between SUPER RITE FOODS, INC., hereinafter referred to as "Shipper", and FOX TRANSPORTATION CO., hereinafter referred to as "Carrier".

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less than 40,000 # of such merchandise as is dealt in by wholesale, retail chain grocery and food business houses and all such additional freight as may be tendered, and Carrier shall promptly render such services when and wherever called upon, within the limits of its equipment and facilities. The services to be rendered shall be in accordance with the authority acquired by Carrier from the Pennsylvania Public Utility Commission (hereinafter referred to as the "Commission") to transport, as a contract carrier, property as set forth in Carrier's permit at A. 00/08679.

2. The transportation services to be performed hereunder are to be compensated for on the basis of the rates and charges described in the attached schedule of rates, as amended or supplemented by the parties hereto as Exhibit "A".

3. Carrier shall comply with the provisions of law and all of the rules and regulations applicable to the transportation of property by motor vehicle of the Commission and of any other federal, state or local government, agency or subdivision thereof having jurisdiction over such transportation.

DOCUMENT FOLDER

DOCKETED
APPLICATION DOCKET
OCT 13 1989
ENTRY No. *MS*

4. Carrier is an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. Carrier shall have the exclusive right to employ and discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees of Carrier at all times. Neither the Carrier nor its agents, servants or employees is authorized to act as agent for the Shipper, make any agreements with third persons on behalf of or to bind the Shipper in any way.

5. (a) Carrier shall carry public liability insurance coverage issued by a company approved by the Commission in such limits as Shipper may from time to time approve for any personal injuries and property damage caused in the operation of any equipment used in the transportation, . . . of shipper's products.

(b) Carrier shall carry cargo insurance issued by a company approved by the Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported, . . .

6. The terms and conditions of this Agreement shall apply whether the transportation is performed to or from the plants of Shipper or those of third persons at the request of Shipper.

7. If requested Carrier will display upon its vehicles the name, address and trademark of Shipper and such other advertising material as may be proper.

8. Carrier shall issue and obtain receipt for the commodities transported upon forms satisfactory to Shipper.

9. If Carrier is required to collect Shipper's charges for property transported, it shall not effect delivery except upon receipt of cash or certified check unless otherwise instructed in writing by Shipper.

10. In such cases where shipments are tendered, on a freight charge collect basis, such charges will be collected from consignee; however, in the event Carrier is unable to collect such charges from the consignee, Shipper shall be so informed of such charges due and in all such cases shall guarantee and pay such charges to Carrier.

11. Neither Shipper or Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods or any other cause not within the control of the party in default.

12. Upon the execution of this Agreement, all prior Agreements between the parties hereto, whether written or oral, will be deemed cancelled except as to any claims then existing thereunder by either party as against the other.

13. Carrier shall keep its vehicles and other equipment in clean and good condition, and shall train, instruct and require its drivers and other employees to be courteous to the customers of Shipper at all times. If any action on the part of Carrier, its agents, servants or employees in connection herewith adversely affects the interest of Shipper or its relationship with its customers and immediate correction is not made, Shipper may, at its option, terminate this Agreement without prior notice.

14. Except as otherwise provided herein, this Agreement shall continue in full force and effect for a period of one year from the date hereof and shall continue indefinitely thereafter subject to cancellation after the expiration of the first year by either party upon not less than thirty (30) days' prior written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

CARRIER

FOX TRANSPORTATION CO.

By: 

ROBERT W. FOX, PRESIDENT

SHIPPER

SUPER FITE FOODS, INC.

By: 

WILLIAM HAMM

TRANSPORTATION CONTRACT

Agreement made this ____ day of ____, 1988, by and between
P A & S Small Company, hereinafter referred to as "Shipper", and
FOX TRANSPORTATION CO., hereinafter referred to as "Carrier".

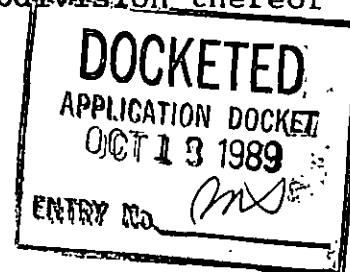
In consideration of the mutual promises herein contained,
the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less
than 40,000 lbs of such merchandise as is dealt in by wholesale,
retail chain grocery and food business houses and all such
additional freight as may be tendered, and Carrier shall promptly
render such services when and wherever called upon, within the
limits of its equipment and facilities. The services to be
rendered shall be in accordance with the authority acquired by
Carrier from the Pennsylvania Public Utility Commission
(hereinafter referred to as the "Commission") to transport, as a
contract carrier, property as set forth in Carrier's permit at
A. - 00108679.

2. The transportation services to be performed hereunder
are to be compensated for on the basis of the rates and charges
described in the attached schedule of rates, as amended or
supplemented by the parties hereto as Exhibit "A".

3. Carrier shall comply with the provisions of law and
all of the rules and regulations applicable to the transportation
of property by motor vehicle of the Commission and of any other
federal, state or local government, agency or subdivision thereof
having jurisdiction over such transportation.

DOCUMENT
FOLDER



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5. (a) Carrier shall carry public liability insurance coverage issued by a company approved by the Commission in such limits as Shipper may from time to time approve for any personal injuries and property damage caused in the operation of any equipment used in the transportation, of shipper's products.

(b) Carrier shall carry cargo insurance issued by a company approved by the Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported,

6. The terms and conditions of this Agreement shall apply whether the transportation is performed to or from the plants of Shipper or those of third persons at the request of Shipper.

7. If requested, Carrier will display upon its vehicles the name, address, and trademark of Shipper and such other advertising material as may be proper.

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11. Neither Shipper or Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods or any other cause not within the control of the party in default.

12. Upon the execution of this Agreement, all prior Agreements between the parties hereto, whether written or oral, will be deemed cancelled, except as to any claims then existing thereunder by either party as against the other.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CARRIER

FOX TRANSPORTATION CO.

By:  7/26/5

SHIPPER

P.A. 25.5 7-11

By: 

TRANSPORTATION CONTRACT

Agreement made this _____ day of _____, 1988, by and between
CITTERIO USA, INC., hereinafter referred to as "Shipper", and
FOX TRANSPORTATION CO., hereinafter referred to as "Carrier".

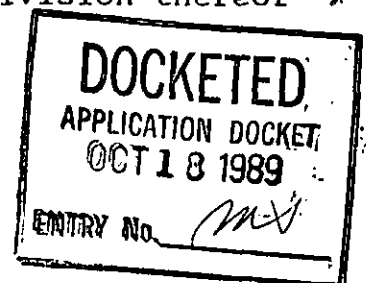
In consideration of the mutual promises herein contained,
the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less than 5,000 lbs of such merchandise as is dealt in by wholesale, retail chain grocery and food business houses and all such additional freight as may be tendered, and Carrier shall promptly render such services when and wherever called upon, within the limits of its equipment and facilities. The services to be rendered shall be in accordance with the authority acquired by Carrier from the Pennsylvania Public Utility Commission (hereinafter referred to as the "Commission") to transport, as a contract carrier, property as set forth in Carrier's permit at A. 00108679.

2. The transportation services to be performed hereunder are to be compensated for on the basis of the rates and charges described in the attached schedule of rates, as amended or supplemented by the parties hereto as Exhibit "A".

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DOCUMENT
FOLDER



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(b) Carrier shall carry cargo insurance issued by a company approved by the Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported;

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CARRIER

FOX TRANSPORTATION CO.

By: 

SHIPPER

By: 

Citterio U.S.A. Corporation