

EXTENSION OF TIME FOR COMPLIANCE ORDERS
MOTOR CARRIERS

RJR

A-001.09237

Docket Number

Robert W. Watson, Esquire

682 Third Street

Beaver, PA 15009

Applicant/Attorney

cc:applicant
345 Colonial Street
P.O. Box 105
Fallston, PA 15066

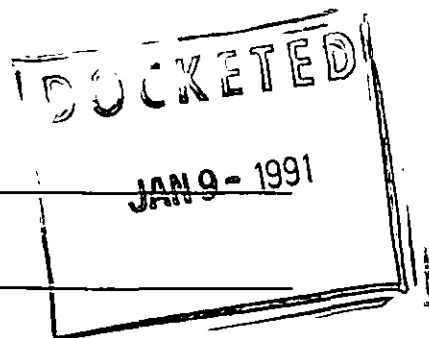
Commission Order Adopted: October 24, 1990

Extension of time until: January 31, 1991

Reason for Extension: Needs more time

Outstanding Requirements: Tariff and Insurance and Contract

Requested By: Mark Tewes, Tariff Agent



DOCUMENT
FOLDER

Approval given by:

Elizabeth McConnell Ditzler
Elizabeth McConnell Ditzler
PUC - Service Section
717-787-3366

EXTENSION OF TIME FOR COMPLIANCE ORDERS
MOTOR CARRIERS

KJR

A. 00109237

Docket Number

Robert W. Watson, Esquire

682 Third Street

Beaver, PA 15009

Applicant/Attorney

JOSEPH MARECIC, t/d/b/a MARECIC TRUCKING

Commission Order Adopted: October 24, 1990

Extension of time until: February 28, 1991

Reason for Extension: needs more time

Outstanding Requirements: insurance and tariff and contract

Requested By: Mark Tewes

DOCUMENT
FOLDED
DOCKETED

FEB - 1 1991

Joseph Marecic, t/d/b/a
Marecic Trucking
345 Colonial Street
P.O. Box 105
Fallston, PA 15066

Approval given by:

Elizabeth McConnell Ditzler
Elizabeth McConnell Ditzler
PUC - Service Section
717-787-3366

AGREEMENT

THIS AGREEMENT, made this 11TH day of February, 1991, between JOSEPH E. MARECIC, t/d/b/a MARECIC TRUCKING, (hereinafter "Carrier"), with its principal place of business at 345 Colonial Street, P.O. Box 105, Fallston, Pennsylvania 15066 and BIG FOOT METERED CONCRETE, (hereinafter "shipper"), with its principal place of business at Route 51, Fallston, Pennsylvania 15066.

I. PREMISES

1. Carrier has requested authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00109237 (corrected) as follows:

To transport, as a Contract Carrier by Motor Vehicle, Sand, Gravel, Cement, Stone, Slag, Dirt and Limestone, for Big Foot Metered Concrete, from points in the Counties of Allegheny, Beaver, Butler, Greene, Lawrence, Mercer, Washington, Westmoreland, Fayette and Armstrong, to points in the Borough of Fallston, Beaver County, and points within an airline distance of twenty-five (25) statute miles of the limits of the said Borough, with the right to return refused, rejected or damaged shipments to the point of origin;

subject to the following condition:

That no right, power or privilege is granted to transport cement from the facilities of Armstrong Cement and Supply Corporation in the township of Winfield, Butler County.

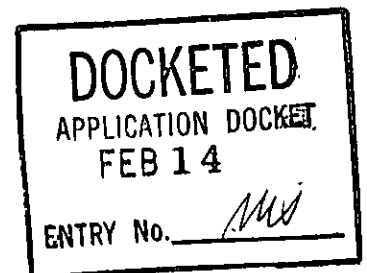
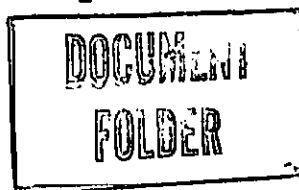
2. Shipper desires to use the services of Carrier in accordance with the authority granted by the PUC.

3. The parties wish to comply with the regulations of the PUC.

II. TERMS AND CONDITIONS

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

1. Shipper will tender shipments as required to Carrier for transportation within the operating authority ranted by the PUC, a minimum of one (1) shipment each month this contract is in effect, unless prevented from doing so by reason of strikes, labor



disturbances, plant shutdowns, Acts of God, or other reasons beyond Shipper's control.

2. Carrier will charge Shipper, and Shipper will pay to Carrier for any transportation performed under this Agreement in accordance with the conditions, rates and charges, as specified in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. P.U.C. No. 1, and successive supplements thereto and reissues thereof, which are incorporated herein by reference.

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 upon the date that the PUC issues to Carrier its Permit authorizing Carrier to perform the described transportation and shall continue in effect until terminated by either party giving to the other thirty (30) days' written notice of termination.

5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other agreement or arrangement heretofore in existence.

6. This Agreement shall be binding upon the successors, assigns, administrators and executors of the parties hereto.

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

WITNESS:

Robert H. Watson

WITNESS:

Ellen Marshall

JOSEPH E. MARECIC, t/d/b/a
MARECIC TRUCKING
(Carrier)

By: Joseph E. Marecic
Joseph E. Marecic

BIG FOOT METERED CONCRETE

By: David O. McDonald
David McDonald



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

KJR

February 14, 1991

IN REPLY PLEASE
REFER TO OUR FILE

Robert W. Watson
Attorney at Law
682 Third Street
Beaver, PA 15009

Re: A-00109237; Application of Joseph E. Marecic
t/d/b/a Marecic Trucking; T-1188*

Dear Mr. Watson:

We have received the bilateral contract submitted in compliance with the Commission's order adopted at the Public Meeting of October 25, 1990. 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: E. Ditzler
Tariff Section
Document Folder

