

COMMONWEALTH OF PENNSYLVANIA

DATE: March 21, 2002

REP

DOCKETED

MAR 22 2002

SUBJECT: A-00118387

TO: Bureau of Transportation and Safety-Compliance Office

FROM: James J. McNulty, Secretary *MM*

DOCUMENT  
FOLDED

Geistwhite Landscaping Inc. t/d/b/a  
Carlisle Car & Driver Service

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Attached is copy of a Petition of Geistwhite Landscaping Inc. t/d/b/a Carlisle Car & Driver Service to reinstate the application in the above entitled proceeding.

This matter is assigned to your Bureau for appropriate action.

Attachment

cc: TSL

was

ORIGINAL

Geistwhite Landscaping Inc, t/d/b/a  
CARLISLE CAR & DRIVER SERVICE  
18 Circle Drive Carlisle PA 17013

DOCKETED

MAR 22 2002

The Secretary  
Pennsylvania Public Utility Commission  
P O Box 3265  
Harrisburg PA 17105-3265

REP

Re: A - 00118387-- Application of Geistwhite Landscaping Inc, t/d/b/a Carlisle Car & Driver Service

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Dear Sir

Enclosed herewith for filing with the Commission is the original and two copies of:

Petition for Reinstatement of Application, and

Certificate of Liability Insurance dated 03/07/2002.

Please acknowledge receipt hereof by date stamping the enclosed copy of this letter and returning it in the stamped addressed envelope, also enclosed.

Yours truly  
Geistwhite Landscaping Inc, t/d/b/a  
CARLISLE CAR & DRIVER SERVICE

By Donald S. Geistwhite, Jr  
Its President

13 March 2002

PA PUC  
SECRETARY'S BUREAU

2002 MAR 14 AM 9:34

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**ORIGINAL**

Before the  
**COMMONWEALTH OF PENNSYLVANIA**  
**PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
P O Box 3265 HARRISBURG PA 17105-3265

Re: A-00118387 – Application of Geistwhite Landscaping Inc, t/d/b/a  
Carlisle Car & Driver Service, 18 Circle Dr, Carlisle PA 17013

**Petition for Reinstatement of Application:**

**COMES NOW GEISTWHITE LANDSCAPING Inc, t/d/b/a Carlisle Car & Driver Service, to petition the Honorable Commission to reinstate its Application for the right to provide limousine service in Pennsylvania, and in support thereof states as follows:**

1. **Petitioner, in its original Application at Appendix A, page 2, described the vehicles to be used in limousine service.**
2. **By Letter dated December 31, 2001, the Commission advised Petitioner of additional requirements to be satisfied for perfection of its Application, which requirements included: the filing of a Form E, evidencing bodily injury and property damage liability insurance, and a description of the vehicles to be used in limousine service.**
3. **The Certificate of Liability Insurance provided to the Commission by Petitioner's insurance agent, Hopcraft, Hockley & O'Donnell, inadvertently omitted a description of the vehicles covered by that Certificate.**
4. **By Letter dated March 1, 2002, the Commission advised Petitioner that; its Application was dismissed for non-compliance.**
5. **A Certificate of Insurance that includes a description of the vehicles included in the coverage of the insurance policy and which is to be used in the provision of limousine service has now been provided to the Commission.**
6. **At all times pertinent to this Application the vehicles to be used in the provision of limousine service has been covered by an appropriate policy of insurance. A Certificate of Insurance was provided to the Commission in a timely manner. Petitioner and its insurance agent failed to understand that the Commission required the Certificate of Insurance, which represents a policy covering multiple vehicles used in limousine and other services, was required to describe the specific vehicles covered and to be used in limousine service.**

SECRETARY'S BUREAU  
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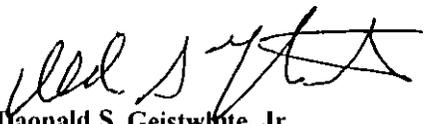
7. While Petitioner failed to meet the specific requirement of the Commission to document the vehicles covered by the Certificate of Insurance, it did not fail to meet the intent of the Commission's requirements to document adequate insurance coverage.

**WHEREFORE, Petitioner requests the Commission to find that it has adequately complied with the requirements of the Commission and to reinstate its Application.**

Dated this 13 day of March, 2002.

Respectfully submitted,

**Geistwhite Landscaping Inc, t/d/b/a Carlisle Car & Driver Service**

  
By Donald S. Geistwhite, Jr  
Its President

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/07/2002

PRODUCER (717)241-5995 FAX (717)241-6366  
Hopcraft, Hockley & O'Donnell  
P.O. Box 116  
1 Valley St. Suite 101  
Carlisle, PA 17013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED Geistwhite Landscaping, Inc. DBA Carlisle Car & Driver/T/A Donald Geistwhite  
18 Circle Drive  
Carlisle, PA 17013

INSURER A: Pennsylvania National  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	AU90038435	02/10/2002	02/10/2003	EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AU90038435	02/10/2002	02/10/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
					BODILY INJURY (Per person) \$ 500,000
					BODILY INJURY (Per accident) \$ 500,000
					PROPERTY DAMAGE (Per accident) \$ 500,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Coverage applies to: 1998 Lincoln Towncar VIN#1LNFM82W6WY690292  
\$500,000 Bodily Injury and Property Damage.  
Mileage 44,384

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

Pa. Dept of Transportation  
Bureau of Motor Vehicles  
Harrisburg, PA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.