

C-2017-2598869

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
MOTOR CARRIER SERVICES AND ENFORCEMENT**

To Whom It May Concern:

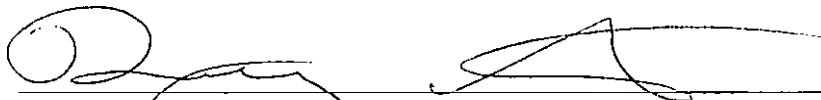
In accordance with the final decision at P-00940884, Regulation of Motor Common Carriers of Property, adopted December 15, 1994 and entered December 20, 1994:

I hereby request that my Certificate of Public Convenience issued at A-008917463, be canceled, and that all rights, powers and privileges conveyed thereby cease and terminate.

I understand that my request and subsequent cancellation of the certificate will require the refiling of an application and payment of a filing fee should I decide to again initiate common carrier service.

**STEWART TRUCKING SERVICES LLC
CARRIER NAME**

**1446 West Pittsburgh Street Scottdale, PA 15683
CARRIER ADDRESS**


AUTHORIZED SIGNATURE

**DEWEY STEWART
PRINT NAME**

**Owner
TITLE**

**5/1/2017
DATE**

RECEIVED

Docket No. C-2017-2598869

MAY 1 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

To: Rosemary Chiavetta

I'm not guilty of the charge failing to maintain evidence of liability insurance and cargo insurance.

Exhibit A:

This Is my lease agreement with Advantage tank Lines LLC (MC247466) it was signed 10/17/2016 at which point I was operating under there authority.

Exhibit B:

FMCSA Motor Carrier

This shows I voluntary gave up my USDOT number 2502443 on 10/03/2016

Exhibit C:

I sent a letter on December 05 2016 to Roth Tatjana requesting that the PUC remove my PUC number. This is a copy of the email that was sent to me.

Further more I had a catastrophic engine failure 12/30/2017. I no longer run and have turned my plate into the Commonwealth of Pennsylvania.

Thank you,

Dewey Stewart
Stewart Trucking Services
1446 W. Pittsburgh Street
Scottdale, PA 15683
Phone (724) 317-3500

Cc Michael L. Swindler

RECEIVED
MAY -1 2017
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This is to certify that the following described equipment is being operated in the service of ADVANTAGE TANK LINES, LLC, with a principal place of business located at 4366 Mt. Pleasant St., N.W., North Canton, Ohio 44720;

LEASED EQUIPMENT

Unit #: 9913942
Year and Make: 2008 Peterbilt
Serial #: 1XPTD49X58N756445

LEASED FROM:

Dewey Stewart Jr. DBA Stewart Trucking Services
P.O. Box 272
Scottsdale, PA 15683

This Certificate of Equipment Lease certifies that an Independent Contractor Service Contract Agreement dated this 17 day of October, 2016 is on file at both offices indicated above.

This Certificate shall be considered as valid in force and effect so long as it is in the possession of said owner, his agent, servant or employee unless notice of cancellation has been issued as indicated in the Agreement.

The commodities to be transported are restricted to those commodities Advantage Tank Lines, LLC. (MC247466) is authorized to transport under its certificate authority received from the Interstate Commerce Commission and state authorities having jurisdiction, and any and all commodities the transportation of which require no such certificate authority.

COMPANY:
ADVANTAGE TANK LINES, LLC.

INDEPENDENT CONTRACTOR:
**DEWEY STEWART JR.
DBA STEWART TRUCKING SERVICES**

By: Amanda A. Cui

By: Dewey Stewart Jr.

Witness: Michelle Donnelly

Witness: Hollie Stewart

CANCELLATION OF EQUIPMENT

Execution below acknowledges receipt of leased equipment specified above and hereby terminates this Certificate of Equipment Lease.

Equipment received and lease terminated this _____ day of _____.

INDEPENDENT CONTRACTOR:

By _____

Witness _____

COMPANY:

By _____

Witness: _____

EXHIBIT A

10/17/2016

20161017 10:10:10 AM

LEASED EQUIPMENT INFORMATION

<u>UNIT #</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>
9913942	2008	Peterbilt	1XPTD49X58N756445

SCHEDULE OF RATES

65% of Line Haul Revenue generated by Leased Equipment

In addition to the above, all other miscellaneous and accessorial charges will be paid on the percentage listed below providing documentation is available and the "Company" receives payment from the customer:

65% of Applicable Demurrage and Stop Charges
100% of Applicable Pump Charges

ESCROW FUNDS

Independent Contractor shall be required to deposit and maintain with the Company, an escrow sum of \$3,000.00. The escrow fund shall be initially established by withholding \$75.00 per week from the Independent Contractor's settlements until the escrow sum totals \$3,000.00. These escrow funds may be applied on payment to Company for damages or monies owed to Company, including but not limited to outstanding advances, fuel, licensing or permitting charges, relative taxes, damages to Company's equipment, or any other items paid for by the Company deemed to be the responsibility of the Independent Contractor in accordance with this Independent Contractor Service Contract and Equipment Lease.

The Company shall account to the Independent Contractor for all transactions involving the said escrow funds and an itemization of any deductions will be provided at the time of the transaction. The Company shall make all proper deductions from said escrow funds, make a final accounting to the Independent Contractor of all final deductions from said escrow funds, and return the balance of said escrow funds to the Independent Contractor within forty-five (45) days of the termination of this Agreement.

This Agreement executed this 17 day of October, 2016

COMPANY:
ADVANTAGE TANK LINES, LLC.

By Amanda A. Cui

Witness Michelle Donnelly

INDEPENDENT CONTRACTOR:
DEWEY STEWART JR.
DBA STEWART TRUCKING SERVICES

By [Signature]

Witness Mellie Stewart

18. It is agreed by both parties that the safety and security of the driver, vehicle, trailer, and cargo is of utmost importance. Company has implemented a program to install security switches in all power units (owned and leased). Contractor agrees to adhere to the policies, programs, and procedures of Company and any and all regulatory requirements regarding safety and/or security. Contractor further agrees that in addition to any additional security device(s) provided by the Contractor for Equipment, Company agrees to provide and install and the Contractor agrees to allow the installation of a security switch designated by Company in the leased Equipment. Both parties agree providing or installing the security switch in no way transfers any obligation or responsibility as outlined for either party throughout this Agreement.

19. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given forty-eight (48) hours after it has been deposited in the United States Mail, registered or certified, proper postage prepaid, addressed to the party for whom it is intended at the following address:

(a) Company

*Advantage Tank Lines, LLC.
4366 Mt. Pleasant St., N.W.
North Canton, Ohio 44720*

(b) Independent Contractor:

*Dewey Stewart Jr. DBA Stewart Trucking Services
P.O. Box 272
Scottsdale, PA 15683*

20. The failure of either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every provision contained herein.

21. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not effect the validity of any other term, clause or provision contained herein.

22. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof. This Agreement shall not be modified or amended except in writing by the mutual agreement of the parties.

23. The Independent Contractor hereby acknowledges receipt of a copy of this Agreement at the time of the execution and delivery hereof.

This Agreement executed this 17 day of October, 2016

COMPANY:
ADVANTAGE TANK LINES, LLC.

By *Amanda A. Cui*

Witness *Nichelle Rommel*

INDEPENDENT CONTRACTOR:
*DEWEY STEWART JR.
DBA STEWART TRUCKING SERVICES*

By *Dewey Stewart Jr.*

Witness *Nellie Stewart*

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Agreement by and between ADVANTAGE TANK LINES, LLC, herein after referred to as the "Company" with a principal place of business at 4366 Mt. Pleasant St., N.W., North Canton, Ohio 44720; and DEWEY STEWART JR. DBA STEWART TRUCKING SERVICES of P.O. Box 272, Scottdale, PA 15683 hereinafter referred to as "Independent Contractor."

WHEREAS, the Company is a motor carrier engaged in transporting bulk commodities, and from time to time, contracts to lease equipment required in the performance of its business;

WHEREAS, the Independent Contractor is the owner of certain equipment and desires to enter into the Agreement to lease such equipment to the Company;

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter made by the parties to each other, it is agreed as follows:

1. Independent Contractor hereby leases or subleases, hires and rents to the Company, and the Company hereby leases or subleases, hires and rents from the Independent Contractor, each of the vehicles specified in Exhibit A (the "Leased Equipment") of this Agreement. This Agreement commences on the date hereof executed and shall commence for a term of one year and automatically renewed unless sooner terminated as hereinafter provided.

2. During the Agreement period, the Leased Equipment shall be utilized solely to transport such freight as the Company may designate, between such various points or places or for such series of trips as the Company may designate. The Independent Contractor agrees to furnish this Agreement such operators, drivers, and helpers as may be reasonably necessary to operate the Leased Equipment pursuant to the Company's directions. Such operators, drivers, and helpers shall fully comply with all legal requirements and such reasonable additional requirements as the Company may prescribe. Such operators, drivers, and helpers shall at all times be the employees of the Independent Contractor, and are not and shall not be deemed to be employees of the Company.

3. (a) The Independent Contractor shall operate and maintain the Leased Equipment in safe condition. The Independent Contractor shall pay all costs of operation of the Leased Equipment including but not limited to, costs of maintenance, repairs, fuel, lubricants, tires, batteries, spare and replacement parts, and all similar items; all costs of insurance as required under Paragraph 6 hereof, wages or other remuneration of the operators, drivers and helpers, and all workers' compensation, unemployment insurance, social security or other similar taxes, insurance or benefits payable to or the benefit of such operators, drivers and helpers; empty mileage; costs of detention and loading/unloading accessorial services; permits of all types, base plates (IRP) and licenses, license registration fees, tolls, ferries, decals, use permits, axle charges, weight charges, duties, gasoline or other types of fuel taxes and tariffs and fees or actions required of or on the Leased Equipment or on the use or operation thereof; and fines and penalties arising out of the use or operation of the Leased Equipment. In discharging its obligations as aforesaid, Independent Contractor shall withhold from all operators, drivers and helpers all payroll taxes or other deductions required to be withheld by any applicable law or regulation, and shall be solely responsible for all such withholding and proper remittance thereof to the appropriate governmental authority in accordance with applicable law and regulations. The Independent Contractor shall prepare and file, at the sole cost and expense of the Independent Contractor, any and all reports required in connection with any of the matters described in this Paragraph 3.

(b) In the event any such charges or taxes are paid by the Company, or if the Company is required to collect or pay any such charges or taxes, the Independent Contractor shall reimburse the Company therefore (plus any penalties, fines or interest thereon) promptly upon demand or amounts shall be deducted from any payment made in accordance with this Independent Contractor Service Contract. The Company shall provide the Independent Contractor with an itemized statement of any deduction. The Independent Contractor will prepare and file all personal property, use and other tax returns covering the Leased Equipment and will pay the personal property, use, and other taxes levied or assessed thereon directly to the levying authority. All of the obligations of the Independent Contractor under this Paragraph 3 with respect to any charges and taxes (together with any accrued prior to the expiration or other termination of this Agreement or the term) shall continue in full force and effect notwithstanding such expiration or other termination and are expressly made for the benefit of, and shall be enforced by the Company.

FMCSA Motor Carrier

USDOT Number: 2502443
 Docket Number: MC902930
 Legal Name: STEWART TRUCKING SERVICES
 DBA (Doing-Business-As) Name



Insurance History:

Form: 91X	Type: BIPD/Primary				
Policy/Surety Number: 73TRS047386	Coverage From	\$0	To:	\$1,000,000	
Effective Date From: 04/10/2015	To: 04/09/2016	Disposition: Cancelled			

Insurance Carrier: NATIONAL LIABILITY & FIRE INS CO.
 Attn: FILING ADMINISTRATOR
 Address: 3024 HARNEY STREET
 OMAHA, NE 68131 US
 Telephone: (866) 720 - 7861 Fax: (402) 916 - 3018

Form: 91X	Type: BIPD/Primary				
Policy/Surety Number: 73TRS062645	Coverage From	\$0	To:	\$1,000,000	
Effective Date From: 04/09/2016	To: 11/22/2016	Disposition: Cancelled			

Insurance Carrier: NATIONAL LIABILITY & FIRE INS CO.
 Attn: FILING ADMINISTRATOR
 Address: 3024 HARNEY STREET
 OMAHA, NE 68131 US
 Telephone: (866) 720 - 7861 Fax: (402) 916 - 3018

Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	MOTOR PROPERTY COMMON CARRIER	GRANTED	04/15/2015 REVOKED 10/03/2016

Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3

Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason
COMMON		10/03/2016	VOLUNTARY REVOCATION

FMCSA Motor Carrier

USDOT Number: 2502443
Docket Number: MC902930
Legal Name: **STEWART TRUCKING SERVICES**
DBA (Doing-Business-As) Name



Addresses

Business Address: 1446 W PITTSBURGH ST
SCOTTDALE, PA 15683
Business Phone: (724) 317-3500 Business Fax:
Mail Address: PO BOX 272
SCOTTDALE, PA 15683
Mail Phone: Mail Fax: Undeliverable Mail: NO

Authorities:

Common Authority: **INACTIVE** Application Pending: **NO**
Contract Authority: **NONE** Application Pending: **NO**
Broker Authority: **NONE** Application Pending: **NO**
Property: **YES** Passenger: **NO** Household Goods: **NO**
Private: **NO** Enterprise: **NO**

Insurance Requirements:

BIPD Exempt: **NO** BIPD Waiver: **NO** BIPD Required: **\$1,000,000** BIPD on File: **\$0**
Cargo Exempt: **NO** Cargo Required: **NO** Cargo on File: **NO**
BOC-3: **YES** Bond Required: **NO** Bond on File: **NO**
Blanket Company: **OWNER OPERATOR SERVICES, INC.**

Comments:

Active/Pending Insurance:

Form:	Type:	Posted Date:		
Policy/Surety Number:	Coverage From:	\$0	To:	\$0
Effective Date:	Cancellation Date:			

Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:	Received:	Rejected:			
Rejected Reason:					

Dewey Stewart
Re: PUC cancelation A-8917463
Date: Dec 5, 2016, 2:13:18 PM
From: Roth, Tatjana <trotth@puc.pa.gov>

I have the form filled out it's going in the mail right now thank you

Sent from my iPhone 6 Plus

On Dec 5, 2016, at 9:33 AM, "Dewey Stewart" <stewart@puc.pa.gov> wrote:

More than one property.... Sorry about that.

From: Roth, Tatjana
Sent: Monday, December 05, 2016 9:29 AM
To: 'stewartinvestmentproperty@gmail.com'
Subject: PUC cancelation A-8917463

Please print, fill in and send to PUC, PO BOX 3265, Harrisburg PA 17120 asap. Never hurts to check back in a couple of weeks to make sure we get it.
Thanks.

Tatjana Roth
Clerk Typist 3
Public Utility Commission
Technical Utility Services
717-787-3834

<Cancellation_Request-Property_Carrier.pdf>

REC-11
MAY -1 2017
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PUC cancelation A-8917463

Dec 5, 2016, 9:43:22 AM

stewartinvestmentproperties@gmail.com

More than one property? Sorry about that

From: Roth, Tatjana

Sent: Monday, December 05, 2016 9:29 AM

To: '

Subject: PUC cancelation A-8917463

Please print, fill in and send to PUC, PO BOX 3265, Harrisburg PA 17120 asap. Never hurts to check back in a couple of weeks to make sure we got it.

Thanks,

Tatjana Roth

Clerk Typist 3

Public Utility Commission

Technical Utility Services

717-787-3834

ref

Cancellation Carrier.pdf

9.7 KB