

Melissa Hutto
MA Hutto Trucking
3806 St. Paul Boulevard
Rochester, New York 14617
585-621-9044

RECEIVED

MAR 7 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Pennsylvania Public Utilities Commission
PO Box 3265
Harrisburg, Pennsylvania 17105-3265

7 March 2011

To whom it may concern,

I am writing in regards to case number C-2010-2203073 which was filed in your office on 3 October 2010. I have some additional information I would like to add to my file to prove that Joel Glenny dba Hickory Hill Trucking had no intention of ever paying me for the work I successfully completed for him. In addition, I have researched the internet and found that Mr. Glenny is forming a pattern of not paying people for successfully completed work.

I worked for Mr. Glenny/Hickory Hill during the month of March 2010. The contract between us is enclosed with this letter. As the owner of three tractor trailers, I was leasing the operating authority of Mr. Glenny. It was agreed that Mr. Glenny would keep 16% of the load haul rate and I would get the remaining 84%. The loads my trucks hauled were all dispatched by Mr. Glenny's company Hickory Hill. My trucks hauled 22 loads for Hickory Hill. All the necessary paperwork pertaining to the delivery of each load was sent to Hickory Hill either by my driver or me in the time frame specified in the contract. FedEx, UPS and the USPS priority mail were all used to get the paperwork on time to Hickory Hill in Lewistown, PA.

Despite the fact that all paperwork was returned to Hickory Hill, I was only paid for 8 of the 22 loads my trucks successfully delivered. (I had to "put up a fight" to get paid for those loads!) The total owed to me in the 14 outstanding loads is \$19,669.10. The rate and load confirmation sheets I received from Hickory Hill for the 14 outstanding loads are enclosed with this letter. Mr. Glenny ignored my many requests for payment on work I successfully completed for him. The excuse Mr. Glenny gave me for lack of payment was that he was not paid by his factoring company, Outsource Financial in Denver, Colorado. I know for a fact that Mr. Glenny was paid by Outsource in a very timely manner, he simply decided to steal my money by keeping what was rightfully mine.

I have enclosed a copy of three settlement sheets from Outsource Financial (sent to me by Hickory Hill's dispatcher, Sid Evans) proving that Mr. Glenny was paid on the loads I hauled. Eight of my 14 loads are included and high-lighted on the settlement sheets for a total of \$12,314.64 having been paid to Mr. Glenny (which is my money!!). The remaining four loads were delivered on or after March 25, 2010 and are on later reports which I unfortunately do not have. I'm sure you would be able to obtain those by contacting Outsource Financial directly at 1-800-997-7330. Why does Mr. Glenny get to keep my money?

I feel Mr. Glenny is criminal in his actions of not paying me for work I completed on his behalf. Because of Mr. Glenny's actions I am no longer operating my trucks. I continued to pay the drivers despite the fact that I was not getting paid. The contact between Mr. Glenny and me was

terminated on my behalf due to failure to pay on Mr. Glenny's part on March 31, 2010. I believe Mr. Glenny leased my trucks with no intention of fully paying me what I am rightfully owed. I recently found out via the internet that Mr. Glenny has done the same thing to another owner operator after I left Hickory Hill. This seems to be a pattern for Mr. Glenny/Hickory Hill. In my eyes this man is a criminal and he needs to be stopped before he steals from another person.

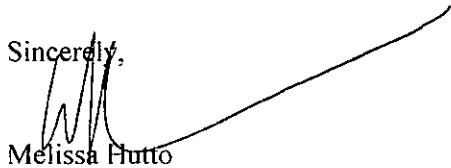
It is very disheartening to know that someone is able to conduct business in the manner in which Joel Glenny has done. It is especially upsetting to know that he was paid for work that I did for him and he may be able to walk away with my \$19,669.10 in his pocket. I wonder which horse he bought for his farm, Jamal Arabians, with my money!

It is my hope that you find Joel W. Glenny guilty of stealing and that he needs to pay me for the work I completed for him in good faith.

Should you have any questions regarding this request or any of the enclosed information please contact me at the phone number noted above.

Thank you for your time.

Sincerely,



Melissa Futto

The Hutto's

From: Sid Evans [sidrevans@aol.com]
Sent: Thursday, March 25, 2010 4:40 PM
To: Melissa Hutto
Subject: here is a list of all the loads that has been paid to Hickory Hill.

STATEMENTS FROM
 OUTSOURCE FINANCIAL
 PROVING MR. GLENNY

WAS PAID.
 THIS SHOULD
 BE MY
 MONEY!

	Load Number	Invoice Number	Customer	Carrier	Bill Date	FB Amount	Reserve Amount	Discount Fee	Settlement Amount
Images	02-48958	2094	Yaggoda Transport Inc	Joel Glenny	03/25/2010	1300.00	71.50	45.50	1183.00
Images	02-48955	2095	Covert Transportation Logistics LLC	Joel Glenny	03/25/2010	450.00	24.75	15.75	409.50
Images	02-48954	2096	Dynasty Transportation Brossard LA	Joel Glenny	03/25/2010	1675.00	92.13	58.63	1524.24
Images	02-48953	2104	S & L Logistics Inc	Joel Glenny	03/25/2010	287.50	15.81	10.06	261.63
Images	02-48952	2099	Drug Transport Inc	Joel Glenny	03/25/2010	1321.50	72.68	46.25	702.57
Images	02-48917	2089	Covenant Transportation Solutions	Joel Glenny	03/24/2010	2950.00	162.25	103.25	2684.50
Images	02-48857	2093	John J. Jerue Truck Brokers, Inc. FL	Joel Glenny	03/23/2010	2611.00	143.61	91.39	2376.00
Images	02-48856	2097	Leonards Express	Joel Glenny	03/23/2010	375.00	20.63	13.13	341.24
Images	02-48855	2088	Transportation Management Solutions Inc	Joel Glenny	03/23/2010	1750.00	96.25	61.25	1592.50
Images	02-48854	2085	Landstar Carrier Group Brokerage	Joel Glenny	03/23/2010	1600.00	88.00	56.00	1075.14
Images	02-48681	2086	H & M Bay	Joel Glenny	03/19/2010	555.00	30.53	19.43	-380.86
Images	02-48677	2087	TQL	Joel Glenny	03/19/2010	510.00	28.05	17.85	-885.90
Images	02-48663	2084	ACG Logistics, Inc.	Joel Glenny	03/18/2010	1440.00	79.20	50.40	1263.90
Images	02-48659	2078	AJ Bayne Freight Contractors	Joel Glenny	03/18/2010	1550.00	85.25	54.25	1410.50
Images	02-48657	2079	AJ Bayne Freight Contractors	Joel Glenny	03/18/2010	1050.00	57.75	36.75	955.50
Images	02-48655	2080	Pro Star Logistics	Joel Glenny	03/18/2010	2400.00	132.00	84.00	2184.00

OUTSOURCE FINANCIAL
 800-997-7330

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Images	02-48855	2088	Transportation Management Solutions, Inc.	Joel Glenny	03/23/2010	1750.00	96.25	61.25	1592.50	No	View Settlement
Images	02-48854	2085	Landstar Carrier Group Brokerage	Joel Glenny	03/23/2010	1600.00	88.00	56.00	1075.14	No	View Settlement
Images	02-48681	2086	H & M Bay	Joel Glenny	03/19/2010	555.00	30.53	19.43	-380.86	No	View Settlement
Images	02-48677	2087	TQL	Joel Glenny	03/19/2010	510.00	28.05	17.85	-885.90	No	View Settlement
Images	02-48663	2084	ACG Logistics, Inc.	Joel Glenny	03/18/2010	1440.00	79.20	50.40	1263.90	No	View Settlement
Images	02-48659	2078	AJ Bayne Freight Contractors	Joel Glenny	03/18/2010	1550.00	85.25	54.25	1410.50	No	View Settlement
Images	02-48657	2079	AJ Bayne Freight Contractors	Joel Glenny	03/18/2010	1050.00	57.75	36.75	955.50	No	View Settlement
Images	02-48655	2080	Pro Star Logistics	Joel Glenny	03/18/2010	2400.00	132.00	84.00	2184.00	No	View Settlement

The Hutto's**From:** Sid Evans [sidrevans@aol.com]**Sent:** Sunday, April 04, 2010 12:02 AM**To:** Melissa Hutto**Subject:** here is the latest reports

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	Load Number	Invoice Number	Customer	Carrier	Bill Date	FB Amount	Reserve Amount	Discount Fee	Settlement Amount
<u>Images</u>	02-49282	2098	Drug Transport Inc	Joel Glenny	04/01/2010	2200.00	121.00	77.00	2002.00
<u>Images</u>	02-49281	2101	Drug Transport Inc	Joel Glenny	04/01/2010	1461.00	80.36	51.14	1329.50
<u>Images</u>	02-49280	2103	Dispatch Services Inc	Joel Glenny	04/01/2010	950.00	52.25	33.25	864.50
<u>Images</u>	02-49279	2100	Express Logistics NY	Joel Glenny	04/01/2010	1800.00	99.00	63.00	1638.00
<u>Images</u>	02-49234	2114	Drug Transport Inc	Joel Glenny	03/31/2010	1052.00	57.86	36.82	557.32
<u>Images</u>	02-49233	2105	Olympic Transportation Services Inc	Joel Glenny	03/31/2010	875.00	48.13	30.63	436.24
<u>Images</u>	02-49232	2091	TQL	Joel Glenny	03/31/2010	950.00	52.25	33.25	864.50
<u>Images</u>	02-49061	2090	Drug Transport Inc	Joel Glenny	03/29/2010	1750.00	96.25	61.25	1592.50
<u>Images</u>	02-49055	2092	Landstar Carrier Group Brokerage	Joel Glenny	03/29/2010	500.00	27.50	17.50	455.00
<u>Images</u>	02-48958	2094	Yaggoda Transport Inc	Joel Glenny	03/25/2010	1300.00	71.50	45.50	1183.00
<u>Images</u>	02-48955	2095	Covert Transportation Logistics LLC	Joel Glenny	03/25/2010	450.00	24.75	15.75	409.50
<u>Images</u>	02-48954	2096	Dynasty Transportation Brossard LA	Joel Glenny	03/25/2010	1675.00	92.13	58.63	1524.24
<u>Images</u>	02-48953	2104	S & L Logistics Inc	Joel Glenny	03/25/2010	287.50	15.81	10.06	261.63
<u>Images</u>	02-48952	2099	Drug Transport Inc	Joel Glenny	03/25/2010	1321.50	72.68	46.25	702.57
<u>Images</u>	02-48917	2089	Covenant Transportation Solutions	Joel Glenny	03/24/2010	2950.00	162.25	103.25	2684.50
<u>Images</u>	02-48857	2093	John J. Jerue Truck Brokers, Inc. FL	Joel Glenny	03/23/2010	2611.00	143.61	91.39	2376.00
<u>Images</u>	02-48856	2097	Leonards Express	Joel Glenny	03/23/2010	375.00	20.63	13.13	341.24

8/31/2010



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March 06, 2011

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- BOARDING STABLES
- CREATING LOCATIONS
- PROFESSIONAL RELATED JOBS
- AHA MERCHANDISE
- WHAT TO GET FOR YOUR HORSE

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Arabian Farm Directory

Jamel Arabians

Hickory Hill's

Contact Information

OFFICE MGR

Primary Contact: Joette Mateer

Secondary Contact: Joel Glenny

Phone: 747-248-3797

2nd Phone: 717-248-3797

FAX: 717-248-3816

Farm Address: 871 Old Park Road
Lewistown, PA 17044
USA

Mailing Address: 871 Old Park Road
Lewistown, PA 17044
USA

E-mail: jamelarabians@yahoo.com

C-2010-2203073

*DID MR GLENNY
BUY A HORSE
WITH MY
MONEY?*

Farm Information

Availability: Arabians, Half-Arabians, Sales, Foals, Leasing, Stallion Services, Broodmare Services

Disciplines: English, Western, Youth

Bloodlines: Crabbet, Polish

Price Range: \$, \$\$, \$\$\$

- \$ = < \$5,000
- \$\$ = \$5,001 - \$10,000
- \$\$\$ = \$10,001 - \$20,000
- \$\$\$\$ = > \$20,000

Additional Information

Located in beautiful central PA, we have 50A of scenic property, currently housing some 30 horses. We are dedicated to continuing the classic beauty, sturdy and sound conformation, kind and quiet dispositions of the legendary Crabbet bloodlines. We cater to new horse/Arabian enthusiasts providing learning/mentoring experiences. We have stock of all ages for sale and offer a classic breeding program. We are learning continuously and aspire to become an all-around horse center. Visitors are always welcome.

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SECRETARY'S BUREAU

Name: Joette G Mateer
E-mail address: jamelarabians@yahoo.com
Comments: Nice website!!!

We have about 35 Arabs here in Central PA, most Crabbet lines - 4 lovely fillies this year by our senior stallion, RKM Rafseyn. We have numerous horses of all ages and sexes for sale - some with great show potential. If you would like any more information, please get in touch. We are new and still struggling and growing.

Where do you live?: Lewistown, PA

Sunday, August 22nd 2004 - 11:21:34 AM

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Corporate Advocacy

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Report: #631602

Report: Hickory Hill Trucking

Reported By: Terry (orangeville Pennsylvania United States of America)

Hickory Hill Trucking Joel Glenny do not pay owner operators lewistown, Pennsylvania

*UPDATE by author: clairify rebuttal

Hickory Hill Trucking
 old park road
 lewistown, Pennsylvania
 United States of America
 Phone: 7172206325

Category: [Trucking Companies](#)

Submitted: Sunday, August 15, 2010
Last posting: Saturday, February 12, 2011



Share

I am an owner operator with 2 trucks. I leased both trucks to this company. They don't give you the money you are intitled to to pay for fuel. They ar collecting 40 to 50% of the load gross for fuel from the load brokers. when you tell them you need fuel they will only give you enough for 100 gals at a time. I still haven.t gotten paid for 4 runs that have been completed and the proper paperwor has been turned in. They do not want to pay. I hope anyone looking to lease onto a smaller company stay far away from this RIPOFF!!!!

This report was posted on Ripoff Report on 8/15/2010 12:25:25 PM and is a permanent record located here:
<http://www.ripoffreport.com/brokerage-companies/hickory-hill-truckin/hickory-hill-truckin-joel-gle-3cf3d.htm>.
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Report & Rebuttal

Respond to this report!

?

Also a victim?

?

Repair Your Reputation!

?

Updates & Rebuttals:

REBUTTALS & REPLIES:

2 Author 0 Consumer 0 Employee

#1 Clarity
 Owner of Hickory Hill Trucking - lewistown (United States of
 Company America)

Respond to this report!

?



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SECRETARY'S BUREAU

C-2010-2203073

SUBMITTED: I am confussed as to what monies you think we wrongly took, or what you are owed. You are lieable for any advances and fees as a result of thoes advances taken by you. For sercurity reason and as a industry standard fuel is on set limit. I have yet to see a company out there that will advance you 100% for fuel as a seasoned driver I dont understand why our restrictions would be a shock to you.The payment for the loads you are talking about may have been part of a backcharge that you suffered because you failed to return our trailer, we suffered cost recoving it.If you dont feel this has cleared up anything feel free to contact me

POSTED: Thursday, February 10, 2011

POSTED: Friday, February 11, 2011

#2 **clairify rebuttal**
 Update By Terry - (United States of America)
 Author

Respond to this report!
 ?



SUBMITTED: You claim that I didn't receive any pay from you because I abandoned a trl. I took the trailer to a safe location given to me by your leasing company, Who told me their would be no recovering fee. Secondly, That was after 3 1/2 weeks and 4 loads deliveered with one truck and 2 loads delivered with another truck. That is 6 loads and almost 1 month.I truley belive you had no intention of paying me from the start. But anyway you filed bankrupcey and I won't get my money. But I still urge anyone who sees the name Joel Glennly attached to a company to stay far away.

POSTED: Saturday, February 12, 2011

POSTED: Saturday, February 12, 2011

Report & Rebuttal

Respond to this report! **Also a victim?** **Repair Your Reputation!**
 ? ? ?

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C-2010-2203073

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HICKORY HILL TRUCKING
871 OLD PARK ROAD
LEWISTOWN PA 17044
(49 C.F.R. Part 376)

MAR 7 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



This Agreement is effective as of this 3rd day of MARCH, 2010, at 953 (am/pm) by
and between MA AUTO TRUCKING LLC, referred to hereafter as "Contractor", located at 3806 ST. PAUL BLVD
ROCHESTER NY 14617, and HICKORY HILL (Street)
(City) (State) (Zip), referred to as
"Carrier," located at 871 OLD PARK ROAD LEWISTOWN PA 17044
(Street) (City) (State) (Zip)

Contractor is the owner of the equipment described in Appendix A to this Agreement and drives and/or will provide drivers fully qualified under all applicable federal and state laws to operate that equipment in interstate and/or intrastate commerce.

Carrier is in the business of offering and providing motor carrier services to the shipping public and desires to retain the equipment and driver services of Contractor to meet its transportation commitments. Carrier is authorized to conduct operations in interstate and/or intrastate commerce pursuant to operating authorities issued by the appropriate federal and state agencies.

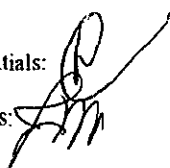
Contractor desires to lease its equipment with a driver or drivers to Carrier, and Carrier desires to lease that equipment and driver(s) to meet its transportation requirements for its customers, and for good and lawful consideration, the parties agree as follows:


1. Copies of this Agreement. This Agreement shall be executed in triplicate. The Carrier will give one executed copy of this Agreement to the Contractor, retain one executed copy for itself, and the third executed copy of this Agreement will be placed in the leased equipment for the duration of the lease.
2. Receipts for Equipment. The equipment which Contractor will lease to Carrier, pursuant to the terms and conditions of this agreement, is identified in Appendix A attached hereto and made a part hereof. Receipts specifically identifying that equipment and specifying the date and time of day possession is transferred shall be given to Contractor by the Carrier. A receipt may be transmitted by mail, telegraph, or other similar means of communication. Upon termination of this lease, or when possession by the Carrier of a unit of equipment identified in the addendum ends, the Carrier shall give Contractor a receipt evidencing the date and time of the return of the equipment to Contractor's control.
3. Exclusive Possession and Control by Carrier. Carrier shall have the exclusive possession, control and use of the equipment, and shall assume complete responsibility for the operation of the equipment, for the duration of the lease.
4. Identification of Equipment. During the period of the lease, and while the equipment is being operated on behalf of the Carrier, the equipment shall be identified in accordance with all applicable federal and state regulations. Upon the termination of the lease, Contractor shall remove all such identification. The Contractor shall promptly return such identification to the Carrier, or may provide a letter to the Carrier certifying removal of said identification devices from the equipment or that said devices have been lost or stolen. In the event the equipment is operated on behalf of anyone other than the Carrier during the period of the lease, such as in the event of a Trip-Lease, all identification shall be covered and signage of the Trip-Lease carrier displayed instead.
5. Trip-Leasing of Equipment. The Contractor may, from time-to-time, Trip-Lease to another motor carrier who meets all the requirements set forth in 49 C.F.R. Part 376, contingent upon authorization of Carrier. However, under no circumstances shall the Carrier Trip-Lease the equipment to another carrier without the Contractor's express written consent, which consent shall not be unreasonably withheld.
6. Status of Contractor as Independent Contractor. Contractor shall be an independent contractor with respect to the transportation operations conducted on behalf of the Carrier at all times during the period this lease is in effect. Neither Contractor nor its employees are to be considered employees of Carrier at any time, except as may be specified by federal or state law. Neither party is the agent of the other and neither party shall have the right to bind the other by contract or

Contractor's Initials: 
Carrier's Initials: 
March 2005

otherwise except as herein specifically provided. Contractor has the right to decline any load offered by Carrier, without incurring any negative repercussions, including, but not limited to, monetary penalties, refusal to dispatch, or adverse disciplinary or administrative actions.

7. Record of Transactions. In compliance with 49 C.F.R. § 376.11(d)(1) (or any successor regulation), Carrier shall prepare and keep records covering each trip for which Contractor's equipment is used in Carrier's service. Those documents shall contain the name and address of the Contractor, the point-of-origin, the time and date of departure, and the point of final destination. Further, Carrier shall have to present, on the leased equipment during its operation, documents containing the above-specified information identifying the lading, and acknowledging that the transportation is performed under Carrier's authority. Those documents shall be preserved by Carrier as part of its transportation records.
8. Carrier's Responsibility to Provide Shipments. The Carrier agrees to make shipments available from time-to-time for transportation by the Contractor. The Carrier shall exercise every reasonable effort to make sufficient shipments available so that the Contractor shall be able to keep the Equipment in reasonably constant use under the terms of this Agreement, although this shall not be construed as an Agreement by the Carrier to furnish any specific number of loads, or pounds of freight for transportation by the Contractor at any particular time or place.
9. Compensation to Contractor. Compensation for the lease of the equipment and transportation services provided by Contractor shall be at the rates specified in Appendix B attached hereto and made a part hereof.
10. Compensation for Loading, Unloading, Detention and Accessorial Services. Shipper will perform loading at origin and receiver will perform unloading at destination. Carrier is responsible for the **full cost** of any loading or unloading services incurred. Should Contractor be requested and agree to perform the loading or unloading of a shipment, Contractor will be compensated by Carrier at the rate specified in Appendix B. Detention time will also be compensated by Carrier at the rate specified in Appendix B. Contractor shall be entitled to receive one hundred percent (100%) of the sums received by the Carrier for accessorial services provided by the Contractor, provided such sum is in an amount equal to the charges specified in Appendix B. If not, Carrier shall remit the difference to Contractor in addition to that received by it from the shipper.
11. Compensation for Empty Mileage. Empty mileage incurred by Contractor in the service of the Carrier, specifically those miles operated to make a pickup or return from a delivery, or proceeding between loaded runs, will not be compensated by Carrier at the rate set forth in Appendix B. Contractor's driver will keep a record of all such miles identifying the origin and destination of the shipment, and the point to which the equipment is returned for positioning to handle additional shipments for the Carrier.
12. Fuel Surcharge. The Carrier shall pass on to the Contractor one hundred percent (100%) of any fuel surcharge imposed by the Carrier upon its transportation customer (shipper, motor carrier, broker, or freight forwarder) when such a surcharge is imposed pursuant to any law and/or any agreement between the Carrier and its transportation customer.
13. Payments to Contractor. Carrier shall pay Contractor for all services provided under this agreement within ten (10) calendar days after Contractor's submission of the documents required for Carrier to secure payment from Carrier's customers. Those documents are limited to logbooks required by the Department of Transportation and those documents necessary for Carrier to secure payment from its transportation customer. Payment of compensation to the Contractor shall not be contingent upon submission of a bill of lading as to which no exceptions have been taken. It is the responsibility of the Carrier to notify the Contractor at the time of dispatch and on the bill of lading that a particular shipment is to be a C.O.D. shipment. In the case of C.O.D. shipments only, the documents necessary to secure payment to the Contractor shall include the certified check or money order due to Carrier. All paperwork must be in office on or before Tuesday's to get paid on Friday. Otherwise it will be paid on the following Friday.
14. Documentation Supporting Contractor's Compensation. If the Contractor's compensation, as specified in Appendix B, is based upon a percentage of the revenue received by the Carrier, Carrier will provide Contractor, before or at the time of settlement, a copy of the applicable rated customer invoice, bills of lading, tariffs, or rate quotes from which the rates or charges shown on the Carrier's customers' invoice are computed, or a computer-generated document containing the same information. Acceptance of compensation without receipt of invoices, bills of lading, tariffs or rate quotes, will not constitute a waiver of Contractor's right to such documents under federal regulation. In the case of charges based on a contract, the Contractor shall be provided a copy of the actual documentation used in producing a rated freight bill for the Carrier's customer. When a computer-generated document is provided, Contractor shall be permitted by the Carrier to view, during normal business hours, a copy of the actual document(s) underlying the computer-generated document. If

Contractor's Initials: 

Carrier's Initials: 

March 2005

the Contractor's compensation is based upon mileage, the parties will use the mileage shown in the [(circle one or fill in blank) Rand McNally Mileage Guide, PC Miler Route _____, Household Mover's Guide, or _____], to calculate the mileage traversed between the origin and destination of the shipment. The dispatcher will notify the Contractor of the estimated mileage at time of dispatch. If the actual miles traveled by the Contractor, through no fault of the Contractor, exceed the estimated mileage by more than 3 percent, then the Contractor shall receive additional compensation for all miles traveled in excess of 103 percent of the mileage shown in the mileage guide at the same rate as is set forth in Appendix B hereto.

15. Inspection of Carrier's Tariffs. Pursuant to 49 C.F.R. § 376.12(g) (or any successor regulation), the Contractor is permitted to examine copies of the Carrier's [tariff or in the case of contract carriers, other documents from which rates and charges are computed, provided that where rates and charges are computed from a contract, only those portions of the contract containing the same information that would appear on a rated freight bill need be disclosed] during normal business hours at the Carrier's terminal or other place(s) of business.
16. Expenses Incurred in Operating Equipment. Except as may otherwise be provided in this agreement, Contractor shall bear the operational expenses incurred in performing the transportation services requested by Carrier under this lease agreement. Those expenses shall consist of and are limited to: fuel, fuel taxes, permits of all types, tolls, ferries, base plates and licenses, fines and penalties resulting solely from the acts or omissions of Contractor, insurance costs relating to insurance coverage required to comply with this agreement as set out in Appendix D, federal highway use tax on the equipment, federal, provincial, state or city income taxes, and any self-employment or payroll taxes; and any sales, use, excise and other taxes due and owing to ownership or operation of the equipment. Contractor shall also bear any expenses necessary to maintain the equipment in compliance with all applicable federal and state safety laws and regulations.
17. Base Plates. The Contractor may elect to purchase base plates in his or her own name directly from the State. If the Contractor elects to purchase base plates through the Carrier, the actual cost of the base plate may be deducted from the Contractor's compensation pursuant to paragraph 16 and Appendix ___ of this Agreement. If the Contractor elects to purchase base plates through the Carrier, and if, at termination of this Agreement, the Carrier is authorized to receive a refund or a credit for base plates purchased by Contractor from and issued in the name of the Carrier, or if the base plates are authorized to be sold by the Carrier to another contractor, the Carrier shall refund to Contractor a prorated share of the amount received. Such refund shall be made within fifteen (15) days of receipt of refund from the state or the proceeds of the sale of the base plate to another contractor.
18. Purchase of Items from Carrier. Contractor is not required to purchase or rent any products, equipment, or services from or through the Carrier as a condition precedent or subsequent of entering into or continuing the lease arrangement. If the Contractor is or becomes party to an equipment purchase agreement or rental contract with the Carrier, or a person or company affiliated with the Carrier, then, pursuant to that agreement or contract, Carrier is authorized to make deductions from Contractor's compensation earned under this agreement for such purchase and/or rental payments in the amounts set forth in the schedule of payments in Appendix C annexed hereto and made a part hereof. Carrier shall not charge Contractor an administrative fee for any service it performs related to Contractor's purchase or rental of any product, equipment, or service through or from the Carrier.
19. Charge Backs. Carrier may not impose charge backs against the compensation due the Contractor except for cash advances or the actual cost to the Carrier for providing the specific items identified in Appendix D annexed hereto and made a part hereof. Appendix D identifies all items for which a charge back is authorized that are not otherwise specifically provided for in this agreement and shows how the amount is computed for each item to be charged back to the Contractor. The Contractor shall be entitled to copies of those documents necessary to determine the validity of all items charged back against compensation due the Contractor.
20. Loss and Damage Claims. Carrier shall provide Contractor with a written explanation and itemization of any deductions for cargo or property damage to be taken from Contractor's compensation. Contractor's liability for loss or damage to cargo transported on behalf of Carrier is limited to \$ _____ per incident where it is determined through investigation that such loss or damage is due to the act or negligence of Contractor or its employees. Contractor will be provided a reasonable opportunity to present to Carrier any documentation or other evidence demonstrating that the loss or damage was not due to Contractor's act or omission or that of its employees. Except in the case of concealed loss or damage where the consignee did not have a reasonable opportunity to inspect the goods upon delivery, the presentation of a signed, clear delivery receipt will be considered adequate to establish, without more, that Contractor was not responsible for the loss or damage. In no event will any deduction for alleged cargo loss or damage be made against the Contractor's

Contractor's Initials:

Carrier's Initials:

March 2005

compensation until all documentation supporting the claim has been provided by the Carrier, and Contractor has been given a reasonable opportunity to respond.

- 21. Fines. The Carrier shall assume the risks and costs of fines for overweight and oversize trailers when the trailers are pre-loaded, sealed, or the load is containerized, or when the trailer is otherwise out of the Contractor's control, except if the violation results from the Contractor's actions. Moreover, Carrier will take appropriate action to ensure that its customers observe all applicable federal and state laws pertaining to the loading of freight on the Contractor's equipment. The Carrier has this same liability for improperly permitted, over dimension, and overweight loads. The Carrier shall promptly reimburse the Contractor for any fines paid by the Contractor that are the responsibility of the Carrier hereunder.
- 22. Fuel Use Tax Payments. The Contractor may elect to maintain his or her own IFTA account for fuel taxes. If the Contractor so elects, Contractor will provide Carrier with a copy of all fuel tax documentation within 30 days after filing date. If Contractor elects to maintain his or her own IFTA account, Contractor will signify by initialing here _____. If Contractor does not elect to maintain his or her own IFTA account, the Carrier will assume responsibility for filing fuel use tax returns with the Base State in which Contractor's equipment is registered. Contractor shall submit timely reports on forms supplied by the Carrier and furnish documentation for all miles driven and gallons of fuel purchased on a state-by-state basis. Carrier shall provide Contractor with periodic summaries of credits and debits for fuel use taxes on a state-by-state basis. Within thirty (30) days following the close of each quarterly tax period, Carrier shall provide a report showing all credits and debits by taxing jurisdiction on account of activities of the Contractor during the reporting period. If the net of credits and debits for all taxing jurisdictions shows that Contractor has a net credit, Carrier shall pay Contractor the amount of such net credit forthwith; if the net of credits and debits for all taxing jurisdictions shows that the Contractor has a net debit, Carrier shall be entitled to deduct the amount of such net debit from the Contractor's compensation.
- 23. Carrier's Insurance Coverage. Carrier is legally obligated to maintain insurance for the protection of the public. Carrier will, maintain, and bear the cost of, all required insurance covering personal injury and property damage, and cargo loss and damage, as is required of a motor carrier engaged in interstate commerce by federal law and regulations. No portion of the cost of such insurance shall be passed on to Contractor directly or indirectly.
- 24. Insurance to be Provided by Contractor. Consistent with federal regulations, Contractor shall not be required to purchase any insurance from, or through, the Carrier and shall be free to acquire insurance from any insurer as long as it comports with that generally available at the time of contracting in terms of insurance obligation, exclusions to coverage, etc. If the Contractor purchases any insurance coverage from, or through, the Carrier, it will be enumerated in Appendix D, and the Carrier shall be authorized to charge back the cost to it for such policies in such amounts as are specified in Appendix D.
- 25. Insurance Documents and Information. In the event that the Contractor purchases any insurance coverage from, or through, the Carrier, the Carrier will provide the Contractor with certificate(s) of insurance for each such policy that include the name of the insurer, the policy number, the effective dates of the policy, the amounts and types of coverage, the actual cost to the Contractor for each type of coverage and the deductible amount for each type of coverage for which the Contractor may be liable. The Carrier shall also provide Contractor with a copy of each such policy. The Carrier shall also provide Contractor, upon request, copies of those documents necessary to determine the validity of any charge or deduction by Carrier for this insurance.
- 26. Escrow Account. Carrier shall not retain any funds belonging to Contractor or establish any escrow or reserve account for Contractor, nor shall any sums be deducted from Contractor's compensation for the purpose of establishing or maintaining a balance in an escrow account.
- 27. Notice. Any notice required or permitted by this agreement to the Carrier shall be deemed conclusively provided when hand delivered to Carrier at any of Carrier's terminals, or to either the Carrier or the Contractor when deposited by either Party in the United States mail with first class postage prepaid, properly addressed to the other Party as follows:

Contractor

Name MAHUTID TRUCKING, LLC
 Street 3806 ST. PAUL BLVD
 City ROCHESTER
 State NEW YORK
 Zip 14617

Carrier

Name HICKORY HILL TRUCKING
 Street 871 OLD PARK RD
 City LEWISTOWN
 State PA
 Zip 17044

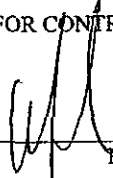
Contractor's Initials: [Signature]
 Carrier's Initials: [Signature]
 March 2005

Should the address of either Party change, notice of the new address must be provided by first class mail within five (5) business days of that change.

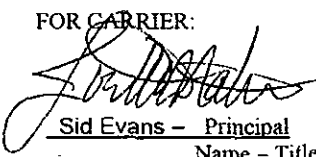
- 28. Entire Agreement - Modification. This agreement, with the attached Appendices A-D, constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.
- 29. This agreement shall be governed by the provisions of Title 49, Part B, United States Code, Title 49, Part 376, Code of Federal Regulations and, to the extent consistent with federal laws and regulations, by the laws of the State of _____.
- 30. Effective Date and Duration of Agreement. This lease shall be effective as of the date and time the agreement is executed by both parties and shall continue in effect until terminated in accordance with the provisions of this agreement. It is contemplated that the term of this agreement will be for not less than forty-five (45) days from the date of execution and will automatically continue in effect until such time as terminated mutually, or by either party, as provided in this agreement. Should Contractor or Carrier breach any of the terms of this agreement, the other party will give written notice of that breach and, if not corrected within seven (7) days of the date such notice is provided, can terminate the agreement upon twenty-four (24) hours written notice to the other party. If either party desires to terminate the agreement without cause, ten (10) days' written notice must be provided to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 3RD day of MARCH, 2010 at 9:53 (am/pm) and same shall be considered binding upon both parties and shall remain in full force and effect unless and until terminated according to the terms of this agreement.

FOR CONTRACTOR:


MELISSA HUTTO, PRESIDENT
 Name - Title

FOR CARRIER:

 Office Mgr
Sid Evans - Principal
 Name - Title

Contractor's Initials:

Carrier's Initials:

March 2005



LIST OF APPENDICES

Receipts for EquipmentApp. A

Specification of Compensation App. B

Charge backs for Purchase and/or Rental Payments App. C

Charge backs for Insurance and Other Unspecified Items.....App. D

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MAR 7 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX A

Receipts for Equipment

(USE ADDITIONAL COPIES AS NECESSARY TO ACCOMMODATE ALL EQUIPMENT)

Carrier acknowledges receipt of the following equipment on the date and at the time stated below:

Tractor FREIGHTLINER COLUMBIA 2005 VIN 1FUJA6CK05LN50492 (BLUE #15)
Description (Make/Model/Year)

Trailer 1999 GREAT DANE 53' DEN VAN VIN 1G2AA0623XB118803

Tractor FREIGHTLINER CENTURY 2002 VIN 1FUJBBB052PJ13309 (YELLOW #22)
Description (Make/Model/Year)

Trailer 1999 GREAT DANE 53' DEN VAN VIN 1G2AA0622XB118811

Tractor FREIGHTLINER CLASSIC 1999 VIN 1FUPC5ZB1XLA08635 (RED #49)
Description (Make/Model/Year)

Trailer 1998 GREAT DANE 53' DEN VAN VIN 1G2AA0621WB010405

Tractor _____ VIN _____
Description (Make/Model/Year)

Trailer _____ VIN _____


Carrier's Authorized Representative

3/4/10 11:10 (a.m./p.m.)
Date Time

I have seen, reviewed and received a copy of this Appendix A - Receipt for Equipment.


Contractor

3/3/10 9:53 (a.m./p.m.)
Date Time

APPENDIX B

Specification of Compensation

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SECRETARY'S BUREAU

Choose one of the two options set out below. Mark out the option not chosen.

Percentage Basis Compensation

Contractor shall receive 84 % of the revenue for each trip undertaken on Carrier's behalf, such percentage to be derived from the gross revenue contracted for between Carrier and Carrier's customer (whether shipper or receiver), regardless of any difference between that amount and the amount actually billed to or received by Carrier from Carrier's customer.

Mileage Basis Compensation

Contractor shall receive \$ NA per mile loaded for each trip undertaken on Carrier's behalf.

Unloading Services


Should Contractor be required to perform unloading services, he shall be compensated by Carrier at the rate of \$ 50/25.

Empty Mile

Empty miles covered by this agreement shall be compensated for at the rate of \$ NA per mile.

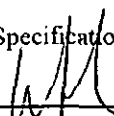
Detention Time

Detention time will be compensated by Carrier at the rate of 84 % of the agreed rate with shipper for each hour in excess of two (3) hours of free time provided for loading or unloading a shipment, or waiting for the loading and unloading of a trailer.



Carrier's Authorized Representative
3/4/10 11:10 (a.m./p.m.)
Date Time

I have seen, reviewed, and received a copy of this Appendix B - Specification of Compensation.



Contractor
3/3/10 9:53 (a.m./p.m.)
Date Time

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MAR 7 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX C

Charge backs for Purchase and/or Rental Payments

[If Contractor is purchasing or renting equipment from Carrier or any affiliated company, provide a separate schedule of payments as shown below for each item of equipment.]

Schedule of Payments:

Amount to be financed: X \$

Interest Rate (if interest is to be charged): X %

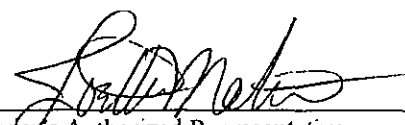
Total Amount of Interest (if any; multiply amount to be financed by interest rate): X \$

Total Amount Owed (sum of amount financed + amount of interest): X \$

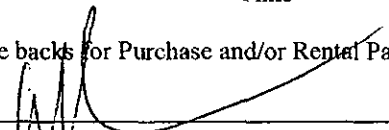
Frequency of Payments (circle one): Single Weekly Bi-Monthly Monthly

Total Number of Payments X

Amount of Each Payment (total amount owed divided by number of payments): X \$


Carrier's Authorized Representative
Date 3/4/10 Time 11:10 (a.m./p.m.)

I have seen, reviewed and received a copy of this Appendix C - Charge backs for Purchase and/or Rental Payments.


Contractor
Date 3/3/10 Time 9:53 (a.m./p.m.)

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MAR 7 2011

APPENDIX D

Charge backs for Specified Items

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

List all insurance policies that Contractor is responsible to provide under the terms of the lease to which this Appendix D is attached. For all insurance coverage to be purchased from, or through, the Carrier for which deductions will be taken from Contractor's compensation, include in the itemized list the amount to be deducted and the frequency of the deduction:

Insurer Name	Type of Coverage	Coverage Dates	Policy Limits	Deductible (if any)	Premium (Monthly/Annual)
--------------	------------------	----------------	---------------	---------------------	--------------------------

Amount to be Deducted (if any)	Frequency of Deduction (Circle one if applicable)
--------------------------------	---

1. Weekly/Bi-Monthly/Monthly
2. Weekly/Bi-Monthly/Monthly
3. Weekly/Bi-Monthly/Monthly
4. Weekly/Bi-Monthly/Monthly
5. Weekly/Bi-Monthly/Monthly
6. Weekly/Bi-Monthly/Monthly
7. Weekly/Bi-Monthly/Monthly

Calculation of amount to be deducted for above insurance coverages: Divide annual premium by frequency of deduction.

[For every other item for which deductions will be taken from Contractor's compensation, separately itemize each item and the amount to be deducted, with a recitation of the method of computation for the amount to be deducted, per the following example:

<u>Item</u>	<u>Amount to be deducted</u>	<u>Frequency of deduction (circle one)</u>
Fuel	Amount paid by Carrier	Weekly / Bi-Monthly / Monthly
Base Plates	Amount charged by State	Single / Weekly / Bi-Monthly / Monthly

How amount was calculated:

Fuel	Actual amount paid by Carrier including all discounts and rebates. Copies of Comdata sheets will be attached to settlement sheets when deductions appear.
Base Plates	Actual amount charged by State. Copy of Receipt from state will be attached to settlement sheet showing (first or only) deduction.

Carrier's Authorized Representative: [Signature]

Date 3/4/10 Time 11:10 (a.m./p.m.)

I have seen, reviewed, and received a copy of this Appendix D - Chargebacks for Specified Items.

Contractor: [Signature]

Date 3/3/10 Time 9:53 (a.m./p.m.)

IPPAK OVERNIGHT™

100-PICK-UPS®
(767-5877)

TO: PUC SECRETARY BUREAU (PUC)
Agency: PUC
Floor:
External Carrier: UPS

3/8/2011 9:26:05 AM



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PUBLIC UTILITY COMMISSION
400 NORTH ST

HARRISBURG PA 17120-1002

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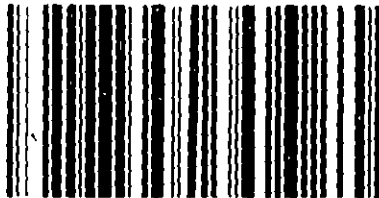


UPS SHIPPER NUMBER
8W1-3W1

UPS Next Day Air Saver®

1P

TRACKING NUMBER



U558 730 928 9

REFERENCE NUMBER
C-2010-2203073
TELEPHONE
MELISSA HUTTO
YMA HUTTO TRUCKING
3806 ST. PAUL BLVD
ROCHESTER NY 14617

TELEPHONE
SECRETARY
PA. PUBLIC UTILITIES COMM
400 NORTH ST. CUNY KEYST. BLDG
HARRISBURG, PA 17120

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EXPIRATION DATE

07/23/11

02019525412 1/05 MW United Parcel Service, Louisville, KY

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CKAGE SHIPMENTS IN THE