

**Kenneth R. Felgar
t/a KK&J Enterprise
333 Clover Run Road
Mahaffey, PA 15757**

November 27, 2013

RECEIVED

Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

NOV 27 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Pennsylvania Public Utility Commission
Bureau of Investigation & Enforcement v.
Kenneth Roy Felgar t/a KK&J Enterprise
Docket No. C-2013-2387072**

Dear Ms. Chiavetta:

Enclosed is a copy of the Answer that I am filing on my own behalf to the Complaint filed in this case. I would ask that this be presented to the Bureau of Investigation and Enforcement.

Very truly yours,

Kenneth Roy Felgar



Enclosure: Answer to Complaint

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF INVESTIGATION AND ENFORCEMENT

V.

KENNETH ROY FELGAR
T/A KK&J ENTERPRISE
333 CLOVER RUN ROAD
MAHAFFEY, PA 15757

:
:
:
:
DOCKET NO. C-2013-2387072

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ANSWER TO COMPLAINT

Listed below is the Answer of Respondent to the Complaint filed against him.

1. Admitted. It should be noted, however, that I have at no time at all operated unlawfully. I have been under lease to a regulated company named Mercury Trucking, Inc., and have maintained liability insurance covering my operations through them. To prove that I am attaching a copy of my Owner-Operator Contracts (Lease) that continues to be in effect.

2. Admitted.

3. Admitted.

4. Admitted in part and denied in part. I admit that I did not communicate as effectively as I should have with the PUC. However, I at all times had liability insurance covering my operations. I know that it is not lawful for me to be out on the road without liability insurance. My liability insurance was directly through my own insurance company with Rockwood Casualty Insurance Company for liability insurance and through Mercury Trucking for cargo insurance. To prove that I have liability insurance in place, I am attaching a copy of the insurance identification card that I have. This identification card continues to be in effect.

As further explanation of my position, I would like to note that I previously had operating authority from the PUC. In that situation, when I was no longer able to maintain my own direct insurance coverage but instead obtained insurance coverage through being leased to a regulated motor carrier, I permitted my certificate with the PUC to be cancelled. At that time, the PUC sent me a form which I signed and returned to them, so as to voluntarily terminate my operating authority. I

honestly expected that is exactly how it would be handled in this case. That is why I did not take any further steps of my own to cancel my operating authority.

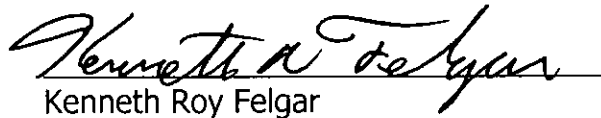
And, on top of all of these circumstances, I wish to note that I have severe economic difficulties because of continuing expenses that I have. My wife passed away a few years ago, and when that happened, I assumed the full responsibility for raising our son and also lost her income. It has been a severe strain ever since then. Notwithstanding that strain, I have always had liability insurance in place whenever I have driven my truck.

5. On the one hand, I must admit that I failed to make the required filings with the PUC for my insurance. On the other hand I must emphasize, as I have done in this answer, that I have always had liability insurance.

As further response to the complaint against me, I would like to explain that I met with an attorney and he helped me prepare this answer. I cannot afford to pay for the attorney to become officially involved. Instead, I am asking that the Commission extend mercy to me and permit me to simply cancel my certificate and not pay a fine. In addition, I am asking that no action be taken against the registration of my vehicle, as that would be devastating to me and would throw me into bankruptcy.

I would be pleased to speak with anyone who may have additional questions on the phone. I cannot afford to go to a hearing and I cannot afford to have an attorney represent me officially. I, however, can fully explain in an honest and straightforward fashion, everything that I have done when driving my truck. The biggest point I would emphasize is that I have always had liability insurance in place. My telephone number is 814-591-4527.

Respectfully submitted,


Kenneth Roy Felgar

DATED: 11-27-13

VERIFICATION

I certify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.


Kenneth Roy Felgar

DATED: 11-27-13

RECEIVED

NOV 27 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

OWNER/OPERATOR CONTRACT

This Owner/Operator Contract ("Agreement"), entered into on this 1ST day of AUGUST, 2012, ("Effective Date") by and between **MERCURY TRUCKING, INC.**, a Pennsylvania corporation, with its principal place of business at 975 Georges Station Rd, Greensburg PA 15601, referred to hereinafter as "Carrier",

AND

The following named individual or entity, referred to hereinafter as "Contractor":

Kenneth R. Felgar DBA/KK&J Enterprise
(Name of Contractor)

333 CLOVER RUN ROAD MAHAFFEY, PA 15757
(Address of Contractor)

25-189-5231
(SSN or EIN of Contractor)

(814)-553-7549
(Telephone Number of Contractor)

Contractor circle one: Corporation Limited Liability Company Partnership Proprietorship

WITNESSETH:

WHEREAS, Carrier is engaged in the transportation business conducting operations as a common carrier pursuant to operating authority issued to it by the Pennsylvania Public Utility Commission in Docket No. A-00113549 and by the Department of Transportation, Federal Motor Carrier Safety Administration in Docket No. MC390440C; and

WHEREAS, Carrier seeks to augment its ability to serve the shipping public by entering into this Agreement with individuals or entities who own certain specified motor vehicle equipment and drive such equipment themselves, or furnish employee drivers of their own to drive the said motor vehicle equipment; and

WHEREAS, Contractor wishes to enter into this Agreement with Carrier so as to furnish motor vehicle equipment and drivers in accordance with the terms set forth herein;

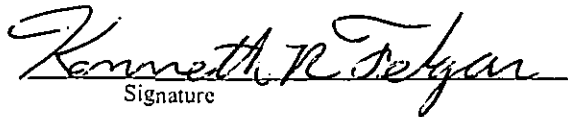
NOW THEREFORE, in furtherance of their mutual covenants as set forth hereinafter, and with the intention of being legally bound, the parties hereunto agree as follows:

(1) This Agreement pertains to the following motor vehicle equipment:

	<u>Serial No.</u>	<u>Year</u>	<u>Make</u>	<u>State & License No.</u>
(Tractor)	_____	_____	_____	_____
	_____	_____	_____	_____
(Trailer)	_____	_____	_____	_____
	_____	_____	_____	_____
(Triaxle)	1NPX6666000163660	2013	PETERBILT	PA ZCH7412
	_____	_____	_____	_____
	_____	_____	_____	_____

- (1) (a) If additional units are involved, the data listed above shall be set forth in Appendix A.
- (1) (b) Contractor shall have the right to substitute equipment that meets DOT standards, and if Contractor elects to do so, Contractor shall promptly complete Appendix B and provide to Carrier.
- (2) Contractor hereby covenants that Contractor owns the equipment described in paragraph (1) above and is authorized to enter into this Agreement.
- (3) The essence of this Agreement between the parties entails the hiring of an independent contractor for the purpose of transporting shipments that Carrier tenders to the said independent Contractor to be hauled under the auspices of Carrier. Carrier will exercise that degree of oversight necessary to comply with state, local and federal requirements, but in all other respects the method and means of operating are at the discretion of the Contractor when hauling freight for Carrier.
- (4) As an independent contractor, Contractor recognizes that Contractor does not have unemployment benefits or workmen's compensation benefits, and must withhold Contractor's own income taxes as a self-employed individual. The essence of this independent contractor status has been acknowledged between the parties, and is one of the key ingredients which underlies the relationship between Contractor and Carrier. In furtherance of this Agreement, Contractor agrees that Contractor and Contractor's heirs, assigns and representatives shall at no time take a position

contrary to the Agreement which the parties have hereby acknowledged wherein Contractor is declared to be a bona fide independent contractor, and should Contractor ever take a position contrary to this, through the Contractor or the Contractor's heirs, assigns or representatives, Contractor shall fully indemnify and hold harmless Carrier for any additional expenses that Carrier might incur, including all pertinent attorney's fees. In recognition of the significance of the language set forth herein, and in particular the obligation which Contractor undertakes to hold Carrier harmless and to pay any expenses that arise on this matter, Contractor is entering its signature below, to confirm that Contractor is holding itself out as an independent contractor, free from the control and direction of Carrier, and that in this capacity Contractor considers itself to be a separate and independent business proprietor.


Signature

- (5) Contractor shall have the following rights when hauling freight tendered to Contractor by Carrier:
 - (a) The exclusive right to determine how particular loads will be transported subject only to the necessity to meet pickup and delivery timetables, and any specific instructions set forth on the Bill of Lading or specifically required by shipper (consignor and/or consignee).
 - (b) The right to determine how a particular shipment is loaded or unloaded from his vehicle, provided that in making decisions on this matter, Contractor shall act in full conformity with the reasonable requirements of the shipper (consignor and/or consignee).
 - (c) The right to turn down loads tendered by Carrier which Contractor does not wish to handle. Contractor will promptly notify Carrier of any such loads turned down.
 - (d) The right to select the routes that will be utilized.
 - (e) The right to utilize any qualified driver to operate the equipment which is the subject of this Agreement, provided that such driver must satisfy all of the safety requirements promulgated by the United States Department of Transportation and the Pennsylvania Public Utility Commission. Contractor must complete a driver qualification file for such driver, in accordance with the requirements of the Department of Transportation.
 - (f) The right to enter into contracts with other carriers or to serve shippers directly, subject to the provisions of paragraphs 19, 20 and 21 of this Agreement, after Contractor delivers the particular shipment that he has delivered pursuant to the terms of this contract.

- (g) The right to determine the hours that Contractor will work pursuant to furnishing services under this Agreement, provided that Contractor recognizes the need to comply with pickup and delivery times which are specified by a consignor or consignee that is being served.
 - (h) The right to use substitute equipment for that which is identified on part (1) of this Agreement, so as to provide the services outlined herein, with the understanding that proper placarding and identification must occur for such vehicle and that all appropriate documentation must be signed in order to cause such substitution of equipment to be effective.
- (6) Contractor shall render services under this Agreement so as to comply with the following requirements:
- (a) Contractor shall comply at all times with all pertinent regulatory requirements including but not limited to those requirements promulgated by the Federal Department of Transportation, the Interstate Commerce Commission and the Pennsylvania Public Utility Commission.
 - (b) Contractor shall call Carrier in a timely manner to report any significant or unanticipated facts concerning a particular shipment that Contractor is handling.
 - (c) To the extent that Contractor elects to secure an individual to drive the motor vehicle equipment that is the subject of this Agreement, then Contractor shall be deemed to be the sole and exclusive employer of that driver and shall furnish to Carrier an appropriate certificate of insurance showing that workmen's compensation is in effect for Contractor's employees. Under no circumstances shall any employee or subcontractor of Contractor be considered to be an employee of Carrier.
 - (d) Contractor shall pay for all expenses associated with the operation of Contractor's equipment, including but not limited to the following items: fuel, maintenance, empty miles, tolls, overweight fines, safety fines, fuel taxes, road and highway taxes, sales tax (when pertinent), licenses and all other incidental expenses associated with furnishing trucking services as an independent contractor.
 - (e) Contractor shall be responsible for reimbursing Carrier for all fines issued by state and/or federal authorities for non-compliance with regulations or laws when fines are caused by Contractor, and shall provide Carrier with copies of the citations, road check forms, or any other documents issued by the state or federal authorities upon the inspection of Contractor's equipment by those authorities. Those documents shall be submitted by Contractor with Contractor's weekly trip report forms.
 - (f) Contractor shall keep current with Carrier a driver's file for each driver who operates a unit covered by the terms of this Agreement. Such driver file must include all

documentation and information required by all pertinent state and federal statutes and regulations.

- (7) Contractor shall be paid on a flat rate basis for the subcontracted services provided under this Agreement. Before each shipment is transported, Contractor shall be quoted the rate that is paid and shall have the right to turn down the shipment because of the rate of pay or any other reason. The rate shall also be kept in a written price schedule that Carrier maintains at its headquarters.
- (8) With respect to the money to be paid to Contractor, it is acknowledged that payment will be due only after the load which has been tendered to Contractor is properly delivered. To the extent that mechanical failure, an inherent defect in the commodity being transported, or an Act of God or other similar unanticipated event should occur, then Contractor assumes the full risk of such circumstances, and will receive no payment if the particular shipment which Carrier has tendered to Contractor is not properly delivered.
- (9) In order to receive payment, Contractor shall first furnish to Carrier weigh slips covering the shipments transported and documents required by all pertinent state and federal statutes and regulations. Such documentation must be submitted on the Monday immediately following the conclusion of the week when Contractor provided services under this Agreement. Provided that Contractor has furnished all pertinent documentation, payment shall be made as follows:

<u>Period of Time Shipments Delivered</u>	<u>Payment Date</u>
1st day through and including the 15th day of the month	2nd day of the following month
16th day through and including the last day of the month	17th day of the following month

If the Payment Date falls on a Saturday, Sunday or holiday, payment shall be made on the next following business day.

In addition Contractor agrees that the Carrier may reduce, at any time, any amounts owed to Contractor under this Agreement by any sums owed to Carrier by Contractor.

- (10) To the extent that Carrier should extend an advance payment to Contractor, it is agreed that this sum plus any interest due shall be deducted from the total payment due to Contractor for handling the particular load, and this arrangement shall in no way alter the Contractor's status as an independent contractor.
- (11) Carrier shall furnish liability insurance so as to satisfy the requirements of the Pennsylvania Public Utility Commission or any other regulatory agency overseeing Carrier's operations. The parties hereby exclusively reserve to themselves the right to allocate the responsibility for liability insurance covering the operations of Contractor when operating under the terms of this Agreement, with such details being set forth in part (12) below.

- (12) Contractor shall fully indemnify and save harmless Carrier and each of its affiliates, shareholders, directors, officers, employees, and agents from and against any and all claims, liability, damages or loss to persons or property caused or alleged to have been caused, directly or indirectly, by any act or omission on the part of Contractor, any of its subcontractors, or any of their employees and agents, arising out of or in any way connected with Contractor's performance of this Agreement. Contractor shall maintain at all times general liability and automotive liability insurance in the amount of not less than one million dollars (combined single limits) and shall name Carrier as an additional insured under that policy. In the event there is a claim relating to events involving the operations of Contractor, the liability insurance of Contractor shall be primary. It shall be the responsibility of Contractor to insure that the insurance policy which Contractor secures recognizes that Contractor has the primary insurance obligation at all times when providing services under this Agreement. Contractor shall deliver to Carrier a certificate, with 30-day cancellation notice, evidencing such insurance prior to commencing hauling services. Carrier shall be listed as additional insured on the certificate of insurance and evidenced by the attachment of endorsement CA 2312 or its equivalent; duly noted on said certificate of insurance. Failure to furnish a certificate of insurance or endorsement in order to confirm such coverage shall not constitute a waiver on the part of Carrier to insist upon strict enforcement of the provisions of this paragraph of the Agreement.
- (13) As soon as reasonably possible to do so, Contractor shall report any accident that occurs when Contractor is engaged in operations that are covered by the terms of this Agreement.
- (14) The collision and comprehensive insurance coverage which Contractor maintains on Contractor's vehicle shall be entirely within the discretion and business judgement of Contractor. It is recognized, however, that Carrier assumes no responsibility for, and provides no insurance coverage of any nature at all, for any type of physical damage claim against the equipment itself.
- (15) Contractor shall be responsible for paying all fuel taxes and fees, including but not limited to the Motor Carrier Road Tax, and for filing all associated reports required under state or federal law. Contractor shall maintain documentation, as appropriate, showing that the required taxes have been paid. Contractor agrees to furnish Carrier with a copy of any and all reports Contractor files with any pertinent state or federal agency covering such taxes and fees. Contractor assumes the full responsibility for all filing requirements and agrees to indemnify and hold Carrier harmless for any claims made against Carrier for payment or reporting of any such tax or fee. It is hereby agreed that all reporting requirements have been assumed by Contractor because the parties recognize this Agreement not to be a long-term lease.
- (16) Contractor agrees it will indemnify Carrier through deduction or payment for any and all pilferage, spoilage, shortage, loss or damage to cargo, or for fines resulting from violation of any applicable federal, state or municipal law or regulations which occur

as a result of the negligence or alleged negligence of Contractor, its agents, subcontractors, servants or employees, provided that Carrier furnishes to Contractor, before any such deductions are made, a written explanation and itemization of the deductions computed.

- (17) It is understood that Carrier shall have no obligation to furnish any specific number of loads to Contractor on a regular basis, but to the extent it is reasonably possible for Carrier to do so, it will utilize Contractor's services and give as much advance notice as possible of the dates when shipments will be offered to Contractor.
- (18) Upon termination of this Agreement between the parties, it shall be the duty of Contractor to return to Carrier at Carrier's headquarters all placards and copies of this Agreement and/or lease certification that had been in effect between the parties. Until all placards and lease and lease certifications are returned by Contractor to Carrier, Carrier shall be entitled to withhold the final payment which would otherwise be made to Contractor for services rendered under this Agreement.
- (19) It is agreed and understood that Carrier has a considerable investment in developing its customer base and hauling lanes that produce the shipments which Contractor hauls on a subcontract basis under this Agreement. Accordingly, in exchange for Carrier making Contractor part of Carrier's operations, Contractor agrees that for a period of twelve months from the time that Contractor last provides service under this Agreement that Contractor will not solicit business from, or provide service to, any shipper (consignor and consignee) that Contractor has served at anytime during the last nine months that Contractor operated under this Agreement. In addition, Contractor agrees that the prohibition set forth above shall apply (i) to Contractor individually, or as a partner or joint venturer, or as an employee or agent for any person or company, or as a five percent (5%) or more investor, officer, shareholder, director or otherwise of any other entity; (ii) to any equipment owned or controlled by Contractor; (iii) to any entity controlled either directly or indirectly by Contractor; and (iv) as a subcontractor of any entity if such entity provides service to a customer of Carrier which Contractor served under this Agreement.
- (20) If Contractor violates the restrictions of paragraph 19, above, the parties agree that this could produce irreparable harm to Carrier so as to warrant the issuance of injunctive relief. In addition, if Contractor violates the restrictions of paragraph 19, above, he shall pay as damages to Carrier fifteen percent (15%) of all revenue generated by Contractor from serving the shipper (consignor and/or consignee), receiver, broker, or other entity which Contractor is prohibited from serving under this Agreement. Contractor shall be responsible for the attorney's fees of Carrier incurred in enforcing this provision if it is shown that Contractor has violated the foregoing prohibition against soliciting/hauling freight.
- (21) In the event the Contractor uses a subcontractor to provide services to Carrier those services shall also be subject to the provisions of paragraphs 19 and 20. In exchange for the entitlement to use such subcontractor, Contractor shall be responsible for

paying the damages set forth in paragraph 20 if such subcontractor fails to comply with the restrictions of paragraph 19. The provisions of paragraphs 19, 20 and 21 shall survive termination of this Agreement and shall be in force for the twelve-month period following termination of this Agreement.

- (22) If any question or controversy should arise concerning the interpretation of the terms of this Agreement, it is agreed that the laws of the Commonwealth of Pennsylvania shall be applied. It is further agreed that jurisdiction and venue for any litigation arising out of or related to this Agreement shall rest exclusively with the Court of Common Pleas of Westmoreland County, Pennsylvania.
- (23) Contractor may not assign all or any part of its rights and obligations under this Agreement to any other party without Carrier's prior written consent, which may be withheld in Carrier's sole discretion. Carrier may assign or otherwise transfer its rights and obligations under this Agreement, whether by merger, consolidation, operation of law or otherwise, without the consent of Contractor. It is understood and agreed that the heirs, administrators and assigns of the parties hereto shall be bound by all the terms, conditions, and clauses of this Agreement as if mentioned in every provision herein.
- (24) If any provision of this Agreement is declared invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired in any way.
- (25) This Agreement constitutes the entire understanding between the parties and there are no covenants, conditions, representations, or agreements, either written or oral, of any nature whatsoever, other than those herein contained. It is specifically understood that this Agreement supersedes any and all prior agreements entered into between parties, including any owner/operator contract that may have theretofore been signed by the parties.
- (26) An appropriate certification shall be kept in the glove compartment of the motor vehicle equipment subject to this Agreement specifying that this Agreement may be reviewed and examined at the Carrier's principal place of business.
- (27) The Agreement shall last for an initial term of six (6) months from the Effective Date and shall continue thereafter month-to-month until either party gives thirty (30) days written notice to the other party of its intent to terminate the contact at the end of the initial term or any extension thereof.
- (28) Contractor will not disclose any of the terms of this Agreement or any proprietary or confidential data, customer lists, rates, financial information or other information obtained from the Carrier except to the extent that such disclosure is required by law.
- (29) Upon the occurrence of a party's failure to comply with the terms of this Agreement (hereinafter referred to as an "Event of Default") the non-defaulting party will have

the right, at its election, (a) to terminate this Agreement and seek damages resulting from such Event of Default and termination; (b) to enforce payment and performance of any and all sums and obligations due hereunder without terminating this Agreement; or (c) to exercise any and all other remedies available at law or equity. The remedies available under this Agreement are intended to be cumulative, and the exercise of one remedy will not preclude the party not in default from exercising any other remedy.

- (30) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of executed signature pages to this Agreement by facsimile transmission or by other electronic means, including but not limited to .PDF format, from one party to another shall constitute effective execution and delivery hereof by such sending party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CARRIER:


MERCURY TRUCKING, INC.

By: 

Printed Name: MICHAEL J. WALKER

Title: PRESIDENT

CONTRACTOR:


Name

By: _____

Printed Name: KENNETH R. FELLAR

Title: OWNER

LEASE CERTIFICATION

MERCURY TRUCKING, INC. (Carrier) hereby certifies that the equipment identified below is being operated pursuant to a contract between itself and Contractor, as shown below. It is agreed that only the original lease certification, duly signed by an authorized representative of Carrier, shall be accepted as a means of proving that a lease/contract covering the subject equipment is in effect. Such contract is dated AUGUST 1, 2012, and continues in effect for 12 months thereafter, subject to an automatic monthly renewal provision.

An original copy of said contract/equipment lease is retained by Carrier at its headquarters at:

MERCURY TRUCKING, INC.
975 Georges Station Road, Suite 700
Greensburg PA 15601

I. NAME OF CONTRACTOR: _____

II. DESCRIPTION OF EQUIPMENT:

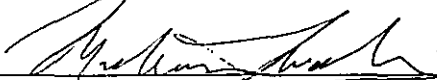
Serial No. Year Make State & License No.

(Tractor) _____

(Trailer) _____

(Triaxle) 1NPX666600D163660 2013 PETERBILT PA 2CH7412

MERCURY TRUCKING, INC.

By: 

Printed Name: MICHAEL J. WALKER

Title: PRESIDENT

Date: 01 AUGUST 2012

PA (STATE)

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER
.35505

COMPANY
Rockwood Casualty Ins Company

POLICY NUMBER
TO16193

EFFECTIVE DATE
08/24/2013

EXPIRATION DATE
08/24/2014

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER
2013 Peterbilt 1NPXGGGG00D163660

AGENCY/COMPANY ISSUING CARD

W.N. Tuscano Agency, Inc.
P.O. Box 1027
Greensburg, PA 15601

INSURED

☐ KENNETH FELGAR
DBA K K & J ENTERPRISE
333 CLOVER RUN ROAD
☒ MAHAFFEY PA 15757

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

INSURANCE IDENTIFICATION CARD

PA (STATE)

COMPANY NUMBER 35505 COMPANY Rockwood Casualty Ins Company

POLICY NUMBER TP16193 EFFECTIVE DATE 08/24/2013 EXPIRATION DATE 08/24/2014

YEAR 2013 MAKE/MODEL Peterbilt Triaxle VEHICLE IDENTIFICATION NUMBER V# 1NPXGGGG00D163660

AGENCY/COMPANY ISSUING CARD
W.N. Tuscano Agency Inc.
PO Box 1027, 950 Highland Ave.
GREENSBURG PA 15601

INSURED
K K & J ENTERPRISE
333 CLOVER RUN ROAD
MAHAFFEY PA 15757
SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.



EU932135794US



Addressee Copy

Label 11-B, March 2004

UNITED STATES POSTAL SERVICE®

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ORIGIN (POSTAL SERVICE USE ONLY)			
O ZIP Code 16000		Day of Delivery <input type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd or 3rd Day	
Date Accepted		Postage \$	
Mo. Day Year		Scheduled Date of Delivery	
Time Accepted <input type="checkbox"/> AM <input type="checkbox"/> PM		Return Receipt Fee \$	
Flat Rate <input type="checkbox"/> or Weight lbs. ozs.		Month Day Scheduled Time of Delivery <input type="checkbox"/> Noon <input type="checkbox"/> 3 PM	
		COD Fee \$	
		Insurance Fee \$	
		Military Total Postage & Fees \$	
		<input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	
		Int'l Alpha Country Code Acceptance Emp. Initials	

DELIVERY (POSTAL USE ONLY)		
Delivery Attempt	Time <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		

CUSTOMER USE ONLY	
<input type="checkbox"/>	WAIVER OF SIGNATURE (Domestic Mail Only) Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.
<input type="checkbox"/>	NO DELIVERY Weekend Holiday Mailer Signature

FROM: (PLEASE PRINT) PHONE (814) 591-4527

Kenneth Roy FELGAR
333 clover vln road
MAHAFFEY, PA
15757

TO: (PLEASE PRINT) PHONE ()

ROSEMARY CHIAVETTA, SCIENTIST
COMMONWEALTH of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265 Harrisburg, PA

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