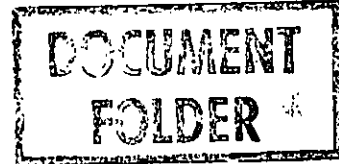


MIKEL COAL COMPANY

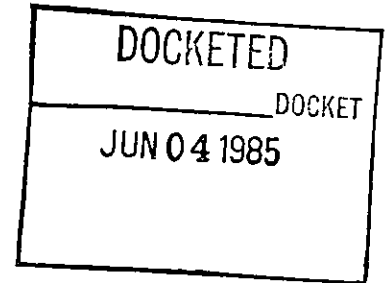
R. D. # 1, BOX 310
WEST NEWTON, PA 15089

May 3, 1985



Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

Re: Robert Molnar, t/d/b/a
Robert Molnar Hauling
P.U.C. File No. A-001-5933



Gentlemen:

Pursuant to your letter of April 10, 1985, to Attorney Donald D. Saxton, Jr., enclosed are two copies of your form UCPC-34, Cargo Waiver, whereby Mikel Coal Company evidences its consent to a waiver of the maintenance of cargo insurance by Robert Molnar, t/d/b/a Robert Molnar Hauling, pursuant to its contract with Mikel Coal Company for the haulage of coal.

Very truly yours,

MIKEL COAL COMPANY


EDWARD MIKEL, PRESIDENT

ED/jd

Enclosures (2)

RECEIVED

MAY 09 1985

Non-Rail Transportation
Public Utility Comm.

RECEIVED

File

MAY 10 1985

LAW OFFICE

DONALD D. SAXTON, JR.

63 SOUTH MAIN STREET

WASHINGTON, PENNSYLVANIA 15301-6881

(412) 228-8115 (WASHINGTON)

Non-Rail Transportation
Public Utility Comm.

DONALD D. SAXTON, JR.

JEFFREY S. MEREDITH

1 NORTH MAIN STREET
BURGETTSTOWN, PA. 15021

(412) 947-3600

May 7, 1985

Ms. Dorna Thorpe
Pennsylvania Public Utilities Commission
Bureau of Non-Rail Transportation
P. O. Box 3265
Harrisburg, PA 17120

DOCUMENT
FOLDER

Re: Robert Molnar, t/d/b/a
Robert Molnar Hauling
P.U.C. File No. A-00105933

Dear Ms. Thorpe:

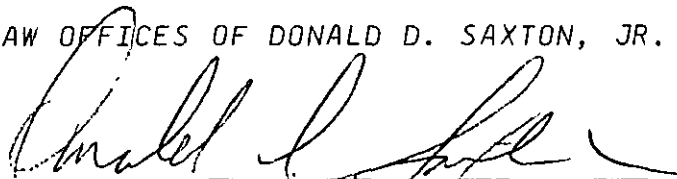
This is to confirm our telephone conversation of Thursday, May 2, 1985 concerning the Order of the Commission in connection with the above referenced matter dated April 4, 1985 and entered April 10, 1985, wherein I advised you that I had in my possession a certificate of insurance issued by Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company of Columbus, Ohio, concerning Robert Molnar Hauling, and that the agency for those insurance companies has been contacted requesting that the company issue directly to the P.U.C. the required certificate of insurance on P.U.C. Form E. If that certificate is not received within a reasonable period of time, I would appreciate you contacting me so that a follow-up request can be made to the insurance agency.

Thank you for your attention to this matter.

DOCKETED
DOCKET
JUN 04 1985

Very truly yours,

LAW OFFICES OF DONALD D. SAXTON, JR.


DONALD D. SAXTON, JR.

DDS/jd

CC: Mr. Robert Molnar

LAW OFFICE
DONALD D. SAXTON, JR.
63 SOUTH MAIN STREET
WASHINGTON, PENNSYLVANIA 15301-6881
(412) 228-8115 (WASHINGTON)

DONALD D. SAXTON, JR.
JEFFREY S. MEREDITH

1 NORTH MAIN STREET
BURGETTSTOWN, PA. 15021
(412) 947-3600

May 7, 1985

Bureau of Non-Rail Transportation
Public Utility Commission
Commonwealth of Pennsylvania
P. O. Box 3265
Harrisburg, PA 17120

Attention: Mrs. Honegger
Technical Review Section

Re: Robert Molnar, t/d/b/a
Robert Molnar Hauling
P.U.C. File No. A-00105933

Dear Mrs. Honegger:

Pursuant to our telephone conversation of Thursday, May 2, 1985 concerning the above, please find enclosed in duplicate an Amendment to Contract Carrier Agreement entered into between Robert Molnar Hauling and Mikel Coal Company. The purpose of this Amendment is to comply with the Order of the Commission adopted April 4, 1985, and entered April 10, 1985, and to further clarify the position between the Parties as a result of the other changes in the Agreement. If you have any questions concerning this Agreement, please do not hesitate to contact me, so that we can discuss them.

For your information, the insurance carrier for Robert Molnar Hauling has been contacted directly and requested to issue a certificate of insurance to the P.U.C. on Form E as required. The shipper, Mikel Coal Company, has previously executed and delivered to the Commission the waiver of cargo insurance as required pursuant to the Order entered in this matter.

If there are other matters which require attention in connection with this application, please contact me so that we may ensure prompt compliance.

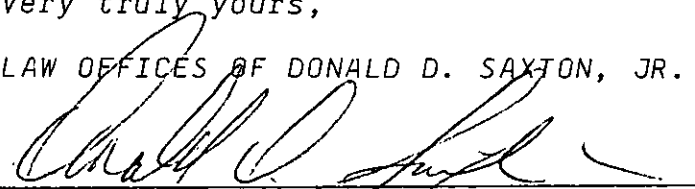
RECEIVED

MAY 13 1985

Non-Rail Transportation
Public Utility Comm.

Very truly yours,

LAW OFFICES OF DONALD D. SAXTON, JR.


DONALD D. SAXTON, JR.

DDS/jd
Enclosures

RECEIVED

MAY 13 1985

AMENDMENT TO CONTRACT CARRIER AGREEMENT

Non-Rail Transportation
Public Utility Comm.

THIS AMENDMENT TO CONTRACT CARRIER AGREEMENT dated November 30, 1984, by and between MIKEL COAL COMPANY and ROBERT MOLNAR, T/D/B/A ROBERT MOLNAR HAULING is made this 8th day of May, 1985, in order to comply with the provisions of an Order of the Pennsylvania Public Utility Commission adopted April 4, 1985, and entered April 10, 1985, in the matter of Robert Molnar, t/d/b/a Robert Molnar Hauling as a Contract Carrier at P.U.C. No. A-00105933, and to clarify the agreement between the Parties. Except as otherwise stated hereafter, the terms and provisions of the aforementioned Contract Carrier Agreement remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and contained in the aforementioned Contract Carrier Agreement, the mutual desire of the Parties is to ensure compliance with the aforementioned Order of the Pennsylvania Public Utility Commission, and each intending to be legally bound hereby, the Parties agree to amend the aforementioned Agreement as follows:

TERM

1. The Term of this Agreement shall be for a period commencing with the date of this Amendment and ending on April 30, 1986, and thereafter from month to month unless either Party gives thirty (30) days advance written notice to the other of its intent to terminate the Agreement or unless the Agreement is terminated as otherwise provided.

MINIMUM AMOUNT OF BUSINESS

2. Coal Company agrees, during the term of this Agreement for so long as its customers are taking Coal Company's coal at the points of shipment for which the Contract Carrier is employed, to tender for delivery pursuant to this Agreement coal in an amount of not less than three thousand, five hundred (3,500) net tons of two thousand (2,000) pounds each per month to Contract Carrier for shipment to Coal Company's customers at the delivery point location set forth at paragraph 3 of this Agreement.

DELIVERY POINTS AND RATE

3. Paragraph 3 of the Contract Carrier Agreement is amended to state as follows:

Contract Carrier shall transport and deliver Coal Company's coal to Bently Coal Company on U.S. Route #22 on Penn View Mountain, east of Blairsville, Pennsylvania, and to Gallatin Fuel Company's Coal Processing Facility at Speers, Pennsylvania, in accordance with the Tariff filed by Contract Carrier with the Pennsylvania Public Utility Commission issued May 9, 1985 and designed Contract Pa. P.U.C. No. 1.

TERMINATION

4. Paragraph 14 of the Contract Carrier Agreement is amended to state as follows:

(a) This Agreement shall terminate automatically without notice upon the filing of a petition in bankruptcy by or

against either Party, or a petition or pleading seeking or acquiescing in any reorganization, arrangement, composition or dissolution of either Party, for the appointment of a receiver, trustee or liquidator of either Party or for all or any substantial part of the property of either Party, or the revocation or termination of authority by the Pennsylvania Public Utility Commission to Contract Carrier to operate as a Contract Carrier for the transportation of coal contemplated by this Agreement.

(b) This Agreement may be terminated by either Party upon the giving of thirty (30) days advance notice in writing to the other of its intent to terminate the Agreement to the other Party, if any one or more of the following events occur:

(i) when the other Party shall violate any of the terms, covenants and conditions of this Agreement provided the Party seeking to terminate has set forth in the written notice of intent to terminate the nature of the breach or violation of this Agreement and provides to the violating Party an opportunity to cure such breach or violation within the thirty (30) day notice period;

(ii) at the end of any calendar month upon the expiration of thirty (30) days written notice given by either Party to the other following April 30, 1986;

(iii) upon the giving of written notice by either Party to the other following an event of force majeure as provided in paragraph 5 of this Agreement.

FORCE MAJEURE

5. If because of force majeure either Party is unable to carry out any of its obligations under this Agreement (other than obligations to pay moneys owed for services rendered pursuant to this Agreement), and if such Party promptly gives to the other Party written notice of such force majeure, then the obligations of the Party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance. Any deficiencies in shipment of coal caused by force majeure shall be waived. The term "force majeure" as used in this Agreement shall mean any causes beyond and outside the control and without fault or negligence of the Party affected thereby, such as acts of God, acts of the public enemy, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns of or damage to plants, the equipment or facilities, interruptions to transportation, rail car shortages, embargoes, legislation, regulation by state, federal or local governmental authority, orders or acts of civil or military authority, or other causes of a similar nature which wholly or substantially prevent the mining, delivering, unloading, accepting, utilizing, or sale of the coal to be delivered pursuant to this Agreement.

LIMITATION OF AMENDMENTS

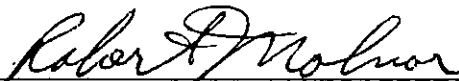
6. Except as expressly set forth in this Amendment to Contract Carrier Agreement, the Contract Carrier Agreement between the Parties remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Contract Carrier Agreement to be effective as of the date and year first above written.

CONTRACT CARRIER:

WITNESS:

ROBERT MOLNAR, T/D/B/A
ROBERT MOLNAR HAULING



ROBERT MOLNAR

COAL COMPANY:

ATTEST:

MIKEL COAL COMPANY



SECRETARY EDWARD MIKEL, PRESIDENT



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

May 13, 1985

IN REPLY PLEASE
REFER TO OUR FILE

Donald D. Saxton, Jr.
Attorney at Law
63 S. Main St.
Washington, PA 15301-6881

Re: Application of Robert Molnar, t/d/b/a Robert Molnar Hauling,
A-00105933

Dear Mr. Saxton:

We are in receipt of the contract submitted in compliance
with the Commission's order of April 4, 1985.

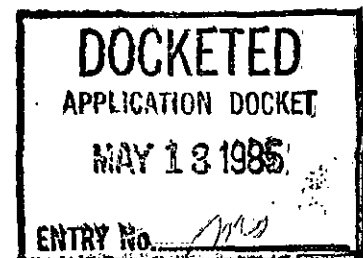
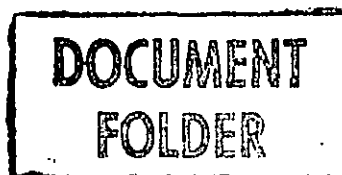
Please be advised that said contract meets the requirements
of Title 52, PA Code §31.45 and is considered acceptable.

Very truly yours,

Barbara Honegger
Technical Review Section
Bureau of Non-Rail Transportation

cc: E. Ditzler
Tariff Section
PSM
BZH

Applicant:
R.D. 1, Box 38A
Suttersville, PA 15083



#12