

RECEIVED

LAW OFFICE

DONALD D. SAXTON, JR.

DEC 10 1984

63 SOUTH MAIN STREET
WASHINGTON, PENNSYLVANIA 15301-6881

(412) 228-8115 (WASHINGTON)

Non-Public Utility Comm.

DONALD D. SAXTON, JR.

JEFFREY S. MEREDITH

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

December 7, 1984

RECEIVED

DEC 10 1984

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

SECRETARY'S OFFICE
Public Utility Commission

Re: Application of Robert Molnar,
t/d/b/a Robert Molnar Hauling
for Contract Carrier Authority

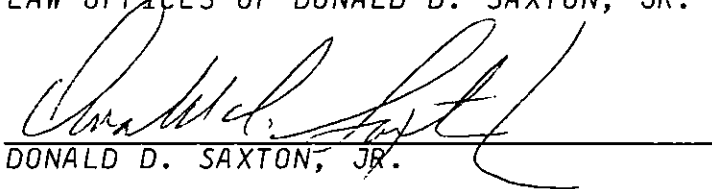
Gentlemen:

Enclosed are three (3) copies of P.U.C. Form 189 signed and acknowledged by Robert Molnar for Contract Carrier Authority, together with an Agreement between him and Mikel Coal Company for the rendering of Contract Carrier Services, and the filing fee of \$125.00 payable to the Commonwealth of Pennsylvania by a certified check.

Please advise as to the date this Application is published in the Pennsylvania Bulletin and if there are any notices of protest received.

Very truly yours,

LAW OFFICES OF DONALD D. SAXTON, JR.


DONALD D. SAXTON, JR.

A-105933

DDS/jd

Enclosures - as stated

1-2-85 per ph conv. with atty. advised to change Beverly Co. to the T/S of Burrville, West Wheelfield, Indiana Co., and Holtzman fuel Co. to the T/S of Fallowfield.

DOCUMENT
FOLDER

RECEIVED

RECEIVED

BEFORE DEC 10 1984

DEC 10 1984

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Public Utility Comm.

SECRETARY'S OFFICE
Public Utility Commission

APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT

(see instructions before preparing application)

In re: Application of
ROBERT MOLNAR, t/d/b/a.
ROBERT MOLNAR HAULING

APPLICATION DOCKET

No. A-105933

Folder No. /

for a certificate of public convenience
or a permit evidencing the Commission's
approval of the right and privilege of
operating motor vehicles as a motor carrier
for the transportation of property.

DOCKETED
APPLICATION DOCKET
DEC 27 1984
ENTRY No. *[Signature]*

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. The name and address of applicant are:

ROBERT MOLNAR, t/d/b/a. ROBERT MOLNAR HAULING
(Applicant's or trade name, if any)
R. D. # 1, BOX 38-A SUTTERSVILLE, PA 15083
(Street and number) (City) (Zip)
Westmoreland Pennsylvania
(County) (State)

2. The name and address of applicant's attorney are:

DONALD D. SAXTON, JR., ESQ. 63 S. Main St., Washington, PA. 15301
(Name) (Address) (Zip)

3. Applicant designates N/A
(Name)

....., as the person upon whom
(Address) (Zip)

service of any notice, process or order of the Public Utility
Commission may be made for him or it.

APPL.
MVIC
INDEXED BY *[Signature]*

DOCUMENT
FOLDER

BEGINNING

4. Applicant is .an individual over the age of 18 years.....
(Individual, partnership or corporation - if an individual, must be 18 years of age or over)

Applicant, if an individual or partnership, is doing business under the trade name of .ROBERT MOLNAR HAULING.....

The said trade name ..has not..... been registered with the Secretary of the Commonwealth on 19, and with the Prothonotary of (County)

County on 19, in accordance with the provisions of the Fictitious Name Act of June 28, 1917, as amended.

Applicant, if a partnership, attaches hereto, as an exhibit, a copy of the partnership agreement and asserts that the names and addresses of the partners are as follows:

| Name | Post Office Address | County |
|------|---------------------|--------|
| N/A | | |
| N/A | (Zip) | |
| N/A | (Zip) | |
| N/A | (Zip) | |

Applicant, if a corporation, was organized under the laws of the State of, and attaches hereto as an exhibit a statement of its charter purpose(s). Applicant (if a foreign corporation) qualified to do business in Pennsylvania by registering in the office of the Secretary of the Commonwealth on the day of 19

5. Applicant now holds the following certificates of public convenience or permits (include those issued by Interstate

Commerce Commission and any other states): ..None.....

6. Applicant desires to operate motor vehicles as follows: (state type, size and quantity) Two (2) owned and one (1) leased tri-axel dump trucks of 73,280 lbs gross and one (1) owned and one (1) leased tractor-trailer dump truck of 73,280 lbs. gross

Number of vehicles now owned or to be purchased by applicant
 Three (3)

Number of leased vehicles operated or to be operated by applicant ...Two (2) (Prospective) (See Above).....

7. Applicant is financially able to furnish adequate service to the public and submits the following statement of financial condition:

ASSETS

| | | | |
|--|----|------------|-------|
| Motor vehicle equipment | \$ | 90,200.00 | ..... |
| | | 67,500.00 | |
| Land, buildings and structures ..... | \$ |  | ..... |
| Other property ... Duplex Rental..... | \$ | 42,000.00 | ..... |
| Cash | \$ | 16,500.00 | ..... |
| Notes and accounts receivable | \$ | 13,100.00 | ..... |
| Materials and supplies | \$ | 15,000.00 | ..... |
| Other assets (attach schedule) - Certificates..... | \$ | 14,000.00 | ..... |
| Total Assets | \$ | 258,300.00 | ..... |

LIABILITIES

| | | | |
|--|----|-----------|-------|
| Mortgages payable | \$ | 9,100.00 | ..... |
| Equipment obligations | \$ | 12,500.00 | ..... |
| Notes and accounts payable | \$ | 0.00 | ..... |
| Other liabilities (attach schedule | \$ | 0.00 | ..... |

| | | | | | |
|---|-------|----|-------|------|-----------|
| Reserve for depreciation - motor vehicles | .... | \$ | ..... | 0.00 | ..... |
| Reserve for depreciation - other | ..... | \$ | ..... | 0.00 | ..... |
| Capital stock (corporations only) | ..... | \$ | ..... | 0.00 | ..... |
| Surplus (corporations only) | ..... | \$ | ..... | 0.00 | ..... |
| Total Liabilities |  |  | ..... | \$ | 21,600.00 |

NET WORTH

| | | | |
|---------------------------------|-------|----|------------|
| For corporations | ..... | \$ | ..... |
| Capital stock | ..... | \$ | ..... |
| Surplus | ..... | \$ | ..... |
| For individuals or partnerships | ..... | \$ | 236,700.00 |

8. The nature and character of the service to be rendered by applicant as a common carrier or as a contract carrier under the terms of the attached contract or agreement, are as follows: (See instructions) (See attached sheet for response.)

9. (a) If applicant seeks authority as a common carrier, state information why the proposed service is necessary or proper for the service, accommodation and convenience of the public.

- (b) If applicant seeks authority as a contract carrier, applicant certifies that he is fit, willing and able properly to perform the service of a contact carrier by motor vehicle and to conform to the lawful orders and regulations of this Commission, and that the proposed service will be consistent with the public interest and will not interfere with the service and regulations of common carriers by motor vehicles and the policy declared in Section 801 of the Public Utility Law.

10. Applicant is not now engaged in any intrastate transportation of property for compensation in Pennsylvania (except as authorized by the certificates of public convenience or permits specified in Paragraph 5) and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation shall be received.

11. If the evidence presented in support of this application shows that applicant, although applying for a certificate of public convenience as a common carrier, would be entitled to

a permit as a contact carrier, or if applying for a permit, would be entitled to a certificate, as aforesaid, applicant agrees that the application may be considered by the Commission to be for the appropriate form of authority.

Wherefore, applicant prays your Honorable Commission to issue ~~XXX~~ a certificate of public convenience; XX a permit; under the provisions of the Pennsylvania Public Utility Law, evidencing its approval of the right to operate motor vehicles for the transportation of property as described in Paragraph 8 of this application.

CORPORATE SEAL

ROBERT MOLNAR, t/d/b/a
ROBERT MOLNAR HAULING
.....
(print name of corporation,
partnership, trade-name or
individual)*

By:

.....
Robert Molnar
.....
(Signature)

Robert Molnar

.....
(Signature)

.....
(Signature)

*If a partnership, each partner must sign; if a corporation, at least one officer must sign, and corporate seal affixed.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WASHINGTON

SS

ROBERT MOLNAR, t/d/b/a ROBERT MOLNAR HAULING
being duly sworn (affirmed)
(Affiant)

according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

Robert Molnar
(Signature of Affiant)

ROBERT MOLNAR

Sworn and subscribed before me this 3rd day of Dec. 1984

Joanne P. Douglass
(Signature of official administering oath)

My Commission expires

JOANNE P. DOUGLASS, NOTARY PUBLIC
CITY OF WASHINGTON, WASHINGTON COUNTY, PA.
MY COMMISSION EXPIRES SEPTEMBER 30, 1985

RE: APPLICATION OF ROBERT MOLNAR,
t/d/b/a ROBERT MOLNAR HAULING

SUPPLEMENT TO FORM PUC 189

8. Applicant seeks authority as a contract carrier to transport run of mine coal pursuant to a contract with Mikel Coal Company, of West Newton, Westmoreland County, Pennsylvania, from that company's coal yard and loading facility at Smithton, Westmoreland County, at the Smithton Exit of Interstate Highway 70 to Bently Coal Company on U.S. Route 22 on Penn View Mountain near Blairsville, Pennsylvania, a distance of approximately forty-one (41) miles along highways U.S. Route 119 and 22, and to Gallatin Fuel Company's coal processing facility at Spears, Pennsylvania, using Interstate Highway 70 from Smithton to Spears, a distance of approximately twelve (12) miles.

A copy of the contract with Mikel Coal Company for these services is attached hereto and incorporated herein.

CONTRACT CARRIER AGREEMENT

THIS AGREEMENT made this 29 day of November, 1984, by and between MIKEL COAL COMPANY, a Pennsylvania corporation, having its principal office at West Newton, Westmoreland County, Pennsylvania, hereinafter referred to as "Coal Company" and ROBERT MOLNAR, an individual t/d/b/a ROBERT MOLNAR HAULING, whose address is Suttersville, Westmoreland County, Pennsylvania, hereinafter referred to as "Contract Carrier", both of whom may from time to time be collectively referred to as "Parties", as follows:

RECITALS

1. Coal Company operates a coal weighing and loading facility adjacent to Interstate Highway 70 at Smithton, Pennsylvania, to process coal mined at its surface mining operations in the vicinity, and is desirous of contracting with the Contract Carrier to haul such coal from that facility to the Coal Company's customers;

2. Coal Company cannot haul its coal from its weighing and loading facility to its customers because it does not own and operate sufficient trucks of its own for that purpose and must employ third parties to perform such services;

3. Coal Company is unable to secure satisfactory and adequate services from an existing common carrier to haul its coal to its customers as herein contemplated by the Parties; and

4. The services to be rendered by Contract Carrier pursuant to this Agreement are intended to be those of a "Contract Carrier by Motor Vehicle" as that term is defined by the Public Utility Code, 66 Pa.C.S.A. §2501(b)(1), and in accordance with the provisions of that Code and the regulations issued thereunder by the Public Utility Commission of the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and each intending to be hereby legally bound, the Parties agree as follows:

1. The foregoing recitals are incorporated into and made part of this Agreement as if set forth hereinafter in its entirety.

Services

2. Contract Carrier agrees to haul and transport coal owned by the Coal Company from the Coal Company's coal weighing and loading facility to its customers as hereafter set forth in accordance with the terms and provisions of this Agreement.

Delivery Points and Rate

3. Contract Carrier shall transport and deliver Coal Company's coal to its following customers at the locations and for the rate per net ton of two thousand (2,000) pounds as set forth below:

(a) To Bently Coal Company on U.S. Route 22 on Penn View Mountain, east of Blairsville, Pennsylvania, for the rate of Four (\$4.00) Dollars per ton as shown marked in "green" on Exhibit "A"; and

(b) To Gallatin Fuel Company coal processing facility at Spears, Pennsylvania for the rate of One and 35/100 (\$1.35) Dollars per ton as shown marked in "green" on Exhibit "B".

Weighing of Trucks

4. Coal Company shall pay to Contract Carrier for all transportation and delivery of coal hauled by Contract Carrier pursuant to this Agreement based upon the weight for each load established for each truck load of coal by the weight of each truck before loaded and after loaded as established at Coal Company's scales located at its loading and weighing facility as evidenced by weight slips which are issued in numerical sequence and dated by Coal Company's weigh master or other person authorized to operate its scales, and the weight of the coal transported and delivered to Coal Company's customers at the above stated locations by Contract Carrier as established by such customers by weighing the trucks operated by Contract Carrier in a manner similar to and consistent with the manner of weighing the trucks at Coal Company's scale.

Resolution of Dispute of Weights

5. All disputes between the Parties as to the weight of coal delivered by Contract Carrier to Coal Company's customers

shall be resolved utilizing the methods and practices customary to the coal industry in resolving such disputes and determining the weight of coal transported and delivered.

Payment for Services

6. All payments for services rendered by Contract Carrier to Coal Company shall be made not later than thirty (30) days following a receipt of invoices therefor. Contract Carrier shall issue invoices to Coal Company for services rendered pursuant to this Agreement on a calendar month basis not later than ten (10) days following the close of each calendar month for services rendered in the preceding month, if any. All invoices for services shall set forth the date, number of tons and customer to whom deliveries of coal were made.

Weight Slips

7. Each of the Parties shall on a daily basis be issued a duplicate copy of each weight slip issued by Coal Company and its customer for each truck making a delivery of coal pursuant to this Agreement.

General Liability

8. Contract Carrier, in the performance of its services to be rendered pursuant to this Agreement, shall comply with all applicable Federal and State laws, local ordinances and all regulations issued by any agency or authority pursuant to such laws and ordinances, including, but not limited to, the Public Utility Code and the Motor Vehicle Code of the

Commonwealth of Pennsylvania. The Contract Carrier, while in possession of any of Coal Company's coal, shall be as at common law liable for any loss thereof or damage thereto, except as otherwise provided in this Agreement.

Limitation of Liability

9. Contract Carrier shall not be liable for any loss of coal or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the Coal Company, or for natural shrinkage. The Contract Carrier shall not be liable for loss, damage or delay of coal caused by fire occurring after notice of the arrival of the coal at destination has been given and after placement of the coal for delivery at destination, or tender of delivery of the coal to the party entitled to receive it has been made, unless such loss is the result of Contract Carrier's negligence. Except in case of negligence of the Contract Carrier (and the burden to prove freedom from such negligence shall be on the Contract Carrier), the Contract Carrier shall not be liable for loss, damage or delay occurring while the coal is stopped and held in transit upon the request of the Coal Company, owner or party entitled to make such request, or resulting from a defect in the coal, or from riots or strikes.

Refusal of Coal

10. In the event coal transported and delivered by Contract Carrier pursuant to this Agreement is refused by Coal Company's customers, such coal may be discharged at the risk and

expense of Coal Company at another location as specified by Coal Company, returned at the risk and expense of Coal Company to its weighing and loading facility earning the per ton transportation charge both ways or, in the event of an emergency not the result of any act or omission of the Contract Carrier, for the Contract Carrier's dispatch, at the nearest available point in Contract Carrier's judgment which is suitable, and, in any such case, Contract Carrier's responsibility for such coal shall cease when the coal is so discharged. Coal Company shall hold Contract Carrier harmless from any expense it may incur or damages it may be required to pay by reason of the refusal of coal at a point of delivery or discharge of coal at any place other than at a point of delivery specified in this Agreement.

Claims and Suits

11. Claims for loss, damage or injury to coal transported pursuant to this Agreement must be made in writing within six (6) months after delivery, or, in case of failure to make delivery, provided that if such loss, damage or injury was due to delay or damage while in transit by carelessness or negligence, then no notice of claim or filing of claim shall be required as a condition precedent to recovery.

Insurance

12. (a) If Contract Carrier is liable on account of loss of or damage to any coal, it shall have the full benefit of any insurance that may have been effected upon or on account of said coal, so far as this shall not avoid the policies or

contracts of insurance; provided, that the Contract Carrier reimburse the Coal Company for the premium paid thereon.

(b) Contract Carrier represents and warrants that it has in full force and effect, and shall at all times during the continuance of this Agreement keep in full force and effect, a policy or policies of insurance insuring the Contract Carrier and Coal Company as an additional insured party as follows:

(1) Comprehensive general liability insurance, contractual liability insurance with liability limits of \$300,000.00 property damage and \$500,000.00 personal injury;

(2) Umbrella policy covering general liability with limits of \$1,000,000.00;

(3) Worker's Compensation insurance in compliance with the Worker's Compensation Act of the Commonwealth of Pennsylvania.

Contract Carrier shall provide a certificate of insurance to Coal Company evidencing that such insurance is in effect, which certificate shall contain an endorsement thereon that such insurance shall not be cancelled or terminated without the giving of thirty (30) days prior written notice thereof by the underwriter or its agent to the Coal Company.

Maintenance of Trucks

13. Contract Carrier shall maintain all trucks owned or leased by it and used in rendering services pursuant to this

Agreement in a road worthy and in a safe operating condition in compliance with all requirements of the Commonwealth of Pennsylvania and its insurance underwriter. Failure of Contract Carrier to maintain such trucks, which results in delays in the transportation and delivery of coal to Coal Company's customers at the time and location specified by Coal Company, shall be grounds for the immediate termination of this Agreement without any requirement of prior notice, notwithstanding any other provision or requirement contained in this Agreement.

Term and Termination

14. This Agreement may be terminated by either Party, with or without cause, by giving thirty (30) days prior written notice to the other Party of such intent at the address set forth for notices.

Modification and Amendment

15. (a) This Agreement may only be modified or amended by a writing signed by each of the Parties. In the event any modification or amendment to this Agreement shall require an amendment to any permit of authority issued to Contract Carrier by the Pennsylvania Public Utility Commission (P.U.C.), or the issuance of a permit by or the approval of the P.U.C., then the requisite approval, issuance of a permit or amendment of a permit by the P.U.C. shall be a condition precedent to the effect of any modification or amendment to this Agreement.

(b) The rate for the transportation and delivery of a net ton of two thousand (2,000) pounds of coal to Coal

Company's customers as set forth at Section 3 of this Agreement may be amended or modified at any time by the issuance by the Coal Company of a purchase order to Contract Carrier specifying the rate to be paid for the transportation and delivery of coal pursuant to this Agreement.

Governing Law

16. This Agreement shall be governed and determined by the laws of the Commonwealth of Pennsylvania.

Notices

17. All notices authorized or required between the Parties by this Agreement shall be given in writing and delivered by U.S. Mail addressed to the Parties at the addresses for each listed below unless some other address is hereafter specified in writing:

Contract Carrier:

ROBERT MOLNAR
R. D. # 1, Box 38-A
Suttersville, Pennsylvania 15083

Coal Company:

MIKEL COAL COMPANY
ATTN: EDWARD MIKEL, PRESIDENT
R. D. # 1, Box 310
West Newton, Pennsylvania 15089

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

WITNESS:

S/ DONALD D. SAXTON, JR.

ATTEST:

S/ IRENE MIKEL
SECRETARY

CONTRACT CARRIER:

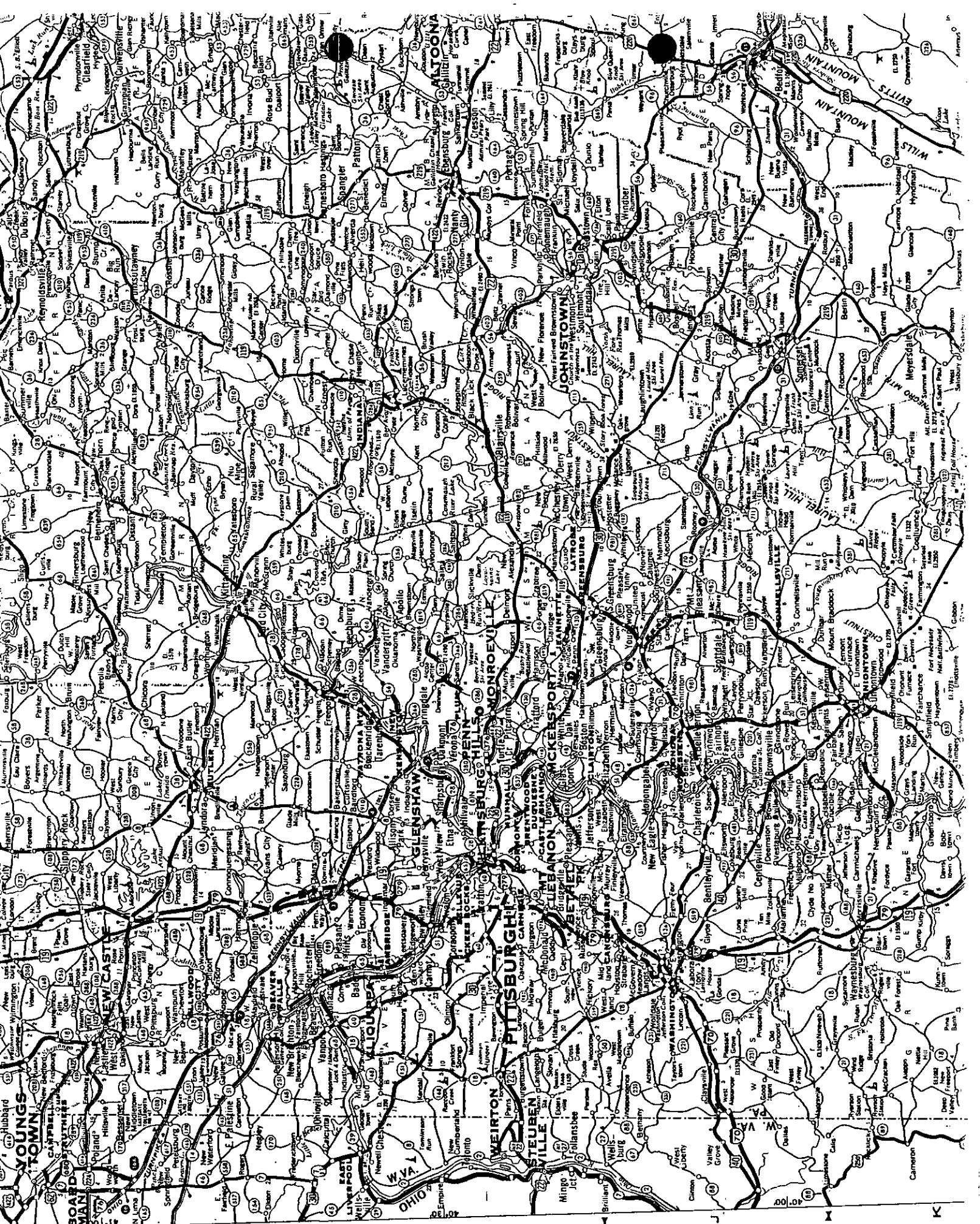
ROBERT MOLNAR, T/D/B/A
ROBERT MOLNAR HAULING

S/ ROBERT MOLNAR
ROBERT MOLNAR

COAL COMPANY:

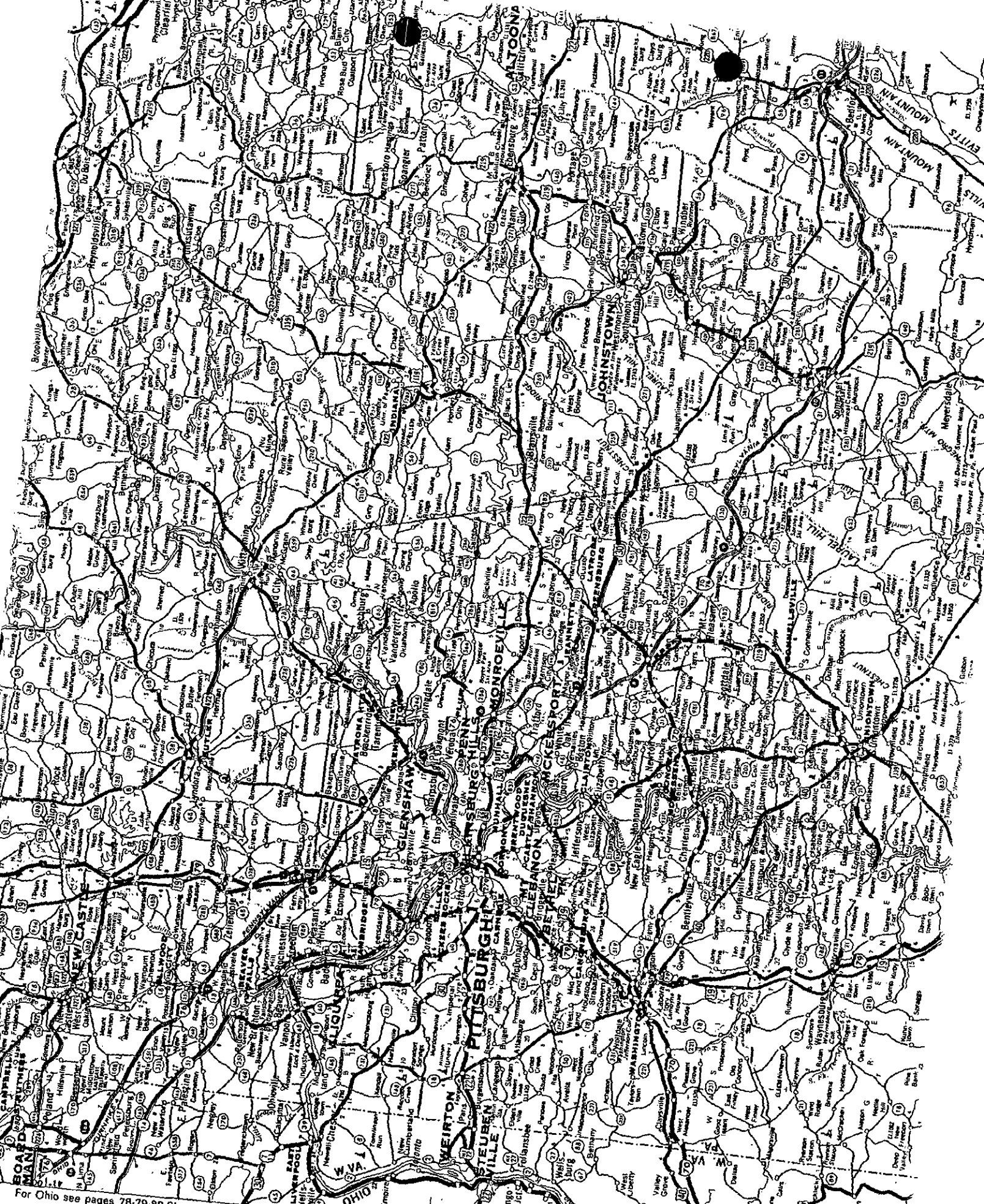
MIKEL COAL COMPANY †

S/ EDWARD MIKEL
EDWARD MIKEL, PRESIDENT



For Ohio see pages 78-79-80-81





For Ohio see pages 78-79-80-81

Exhibit B

January 18, 1985

IN REPLY PLEASE
REFER TO OUR FILE

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

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

Dear Sir:

The application filed by you has been captioned as attached and will be submitted for review provided no protests are filed on or before February 11, 1985. If protests are filed, you will be advised as to further procedure.

You are further advised that the above application will be published in the Pennsylvania Bulletin of January 19, 1985.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Non-Rail Transportation

DE:HS:np

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

**DOCUMENT
FOLDER**

DOCKETED
APPLICATION DOCKET
JAN 21 1985
ENTRY No. NC

A-00105933 ROBERT MOLNAR, t/d/b/a ROBERT MOLNAR HAULING (R.D. 1, Box 38-A, Suttersville, Westmoreland County, Pennsylvania 15083) - contract carrier - coal, for Mikel Coal Company, from its facilities located in the borough of Smithton, Westmoreland County, to Bentley Coal Company, located in the townships of Burrell and West Wheatfield, Indiana County and Gallatin Fuel Company, located in the township of Fallowfield, Washington County. Attorney: Donald D. Saxton, Jr., 63 South Main Street, Washington, Pennsylvania 15301-6881.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

SERVICE _____

JAN 19 1985

BUREAU OF NON-RAIL TRANSPORTATION
CONTRACT CARRIER

JANUARY

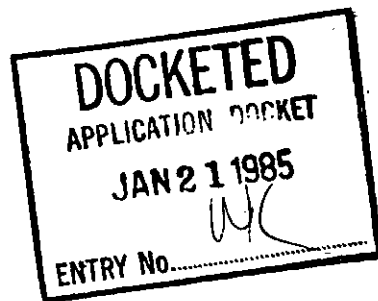
1985

A-00105933

Application of Robert Molnar, t/d/b/a Robert Molnar Hauling, for the right to begin to transport, as a contract carrier, by motor vehicle, coal, for Mikel Coal Company, from its facilities located in the borough of Smithton, Westmoreland County, to Bentley Coal Company, located in the townships of Burrell and West Wheatfield, Indiana County and Gallatin Fuel Company, located in the township of Fallowfield, Washington County.

LM:nm
1/2/85

Application received: 12/10/84
Application docketed: 12/27/84
Monitor: Commissioner Cawley



FEB 11 1985

Protests due on No Hearings _____
Protests due on Hearings - (5 days prior to date of hearing)
Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.

PENNSYLVANIA PUBLIC UTILITY COMMISSION



RECEIPT

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

Robert Molnar
R.D. 1, Box 38-A
Sutersville, PA 15083

Date January 18, 1985

CR 112665A

RECEIVED
JAN 22 1985

In re application of Robert Molnar, t/a Robert
Molnar Hauling
A-00105933.....\$125.00

DOCUMENT
FOLDER

Revenue account 01780-17001-102 (ck)

ck 513 Checks \$125.00 Currency _____

Utility account 50:26

C. Joseph Moisinger
For Department of Revenue

PAID BY MAIL
JAN 22 1985

11