

A-00105933F1

APPLICATION

F1 AMB

Annex A

TITLE 52. PUBLIC UTILITIES  
PART I. PUBLIC UTILITY COMMISSION

Subpart A. GENERAL PROVISIONS

CHAPTER 1. RULES OF ADMINISTRATIVE PRACTICE  
AND PROCEDURE

Subchapter E. FEES

§ 1.43. Schedule of fees payable to the Commission.

(a) Fees for services. The fees for services rendered by the Commission are as follows:

Description	Fee (in dollars)
Copies of papers, testimony, microfiche, records and computer printouts per sheet	\$ .75
Copies of microfiche per sheet	\$ 1.50
Copies of microfilm per roll	\$ 25
Certifying copy of a paper, testimony or record	\$ 5
Filing each securities certificate	\$350
Filing each abbreviated securities certificate	\$ 25
Filing each application for a certificate, permit or license or amendment of a certificate, permit or license	\$350
Filing an application for emergency temporary authority as common carrier or contract carrier or broker or for an extension thereof	\$100
Filing an application for temporary authority as common carrier, contract carrier or broker	\$100
Filing an application for a certificate to discontinue common carrier service	\$ 10

(b) Fees for testing. The fees fixed by section 317 of the act (relating to fees for services rendered by commission) to be charged and collected from public utilities for the testing of their instruments of precision and measuring apparatus are as follows:

Description	Fee (in dollars)
Testing each watt-hour meter	\$16
Testing each indicating instrument	10
Testing each transformer	10
Testing each standard cell	5
Testing each standard resistance	10
Testing each potentiometer	50
Testing each gas meter prover	35
Testing each calorimeter tested at the gas company's plant	35
Testing each calorimeter tested at the Commission laboratory	10
Each water meter testing apparatus tested at the company's plant	15
Each water meter tested at the Commission laboratory	3

Re: Filing Fees

Dear Applicant:

We are returning your Application.

Our filing fees increased on August 5, 1989:

Kindly submit the application with the appropriate fee.

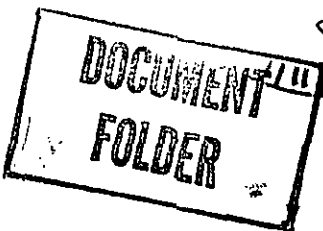
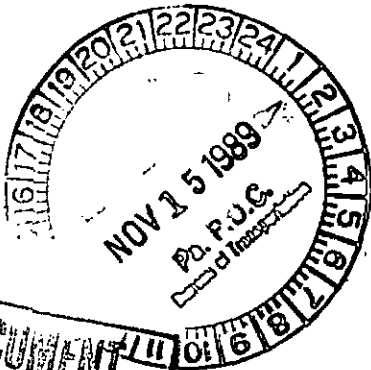
Very Truly Yours,

*David Ehrhart*

David Ehrhart, Supervisor  
Bureau of Transportation

*A-105933  
F.I Am-B*

*I have enclosed another check for \$225 to handle the \$350.00 application fee*



*A-105933 F.I Am-B*

BEFORE

PENNSYLVANIA PUBLIC UTILITY COMMISSION



APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT

(SEE INSTRUCTIONS BEFORE PREPARING APPLICATION)

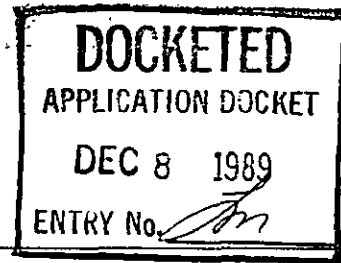
In re: Application of

APPLICATION DOCKET

No. A-105933

Folder No. 1 Am-B

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**.



TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. ROBERT EDWARD MOLNAR  
(Full and correct name of applicant)

2. ROBERT MOLNAR HAULING  
(Trade name, if any)

The trade name HAS been registered with the Secretary of the  
(has or has not)

Commonwealth on \_\_\_\_\_ (attach copy of stamped registration form).  
(date)

3. R. D. #1, BOX 38-A, SUTERSVILLE, PA. 15083 \_\_\_\_\_  
(Business Street Address) (P.O. Box, if any)

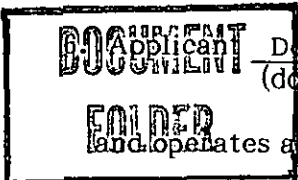
\_\_\_\_\_  
(City) (County) (State) (Zip) (412) 872-4475  
(Telephone)

4. Applicant's attorney (for this application) is:

N/A \_\_\_\_\_  
(Name) (Address) (Telephone)

5. Any notice, process or order of the PUC should be served upon:

ROBERT MOLNAR \_\_\_\_\_ R.D. #1, Box 38-A, SUTERSVILLE, PA.  
(Name) (Address)



applicant Does \_\_\_\_\_ hold Pa. PUC authority under \_\_\_\_\_  
(does or does not)

Docket No. A-00105933

and operates as a \_\_\_\_\_ contract \_\_\_\_\_ carrier.  
(common or contract)

COMPL. F. I. Act

MVIC. P1 5-28-85

CHECKED BY [Signature]

A-105933 F. I. Am-B AMENDMENT.

7. Applicant DOES NOT hold Interstate Commerce Commission authority  
(does or does not)

at Docket No. \_\_\_\_\_

8. Applicant is (check one):

Individual.

Partnership. Attach copy of partnership agreement and list names and addresses of partners below (use additional sheet if necessary).

(Name)	(Address)

Corporation. Organized under the laws of the State of \_\_\_\_\_ and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on \_\_\_\_\_ (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. Attach the following, as appropriate (check those attached): N/A

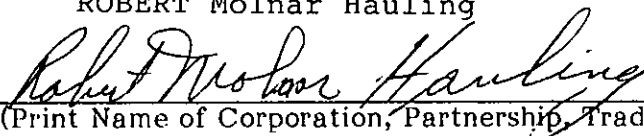
- A  Partnership Agreement.
- B  Trade Name registration certificate.
- C  Certificate of Incorporation or Authority.
- D  Statement of corporate charter purpose.
- E  List of corporate officers and stockholders.

10. That the nature and character of the service to be rendered by applicant is the transportation of property as a  Common  Contract carrier by means of motor vehicles as follows: ROBERT EDWARD MOLNAR, t/d/b/a ROBERT MOLNAR HAULING (R.D. #1, Box 38-A, Sutersville, PA.), Westmoreland County, PA. 15083-contract carrier-coal, for Tanoma Coal Sales Co., between points in PA., using the State's borders on the North, South, West, and PA. RTE. 15 on the East, as boundaries for service

11. 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 6) and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation shall be received.

ROBERT Molnar Hauling

CORPORATE SEAL

  
\_\_\_\_\_  
(Print Name of Corporation, Partnership, Trade-Name  
or Individual)\*

By:

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

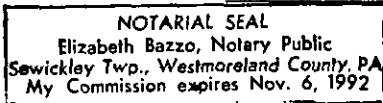
COMMONWEALTH OF PENNSYLVANIA :  
WESTMORELAND County : ss:

ROBERT MOLNAR, being duly sworn (affirmed) 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

Sworn and subscribed before me this 9  
day of Oct. 19 89

My Commission Expires \_\_\_\_\_



*Elizabeth Bazzo*  
Signature of Official Administering Oath

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
\_\_\_\_\_ County : ss:

\_\_\_\_\_, being duly sworn (affirmed) according to law, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_  
(Office of Affiant)

\_\_\_\_\_ ; that he is authorized to and does make this  
(Name of Corporation)

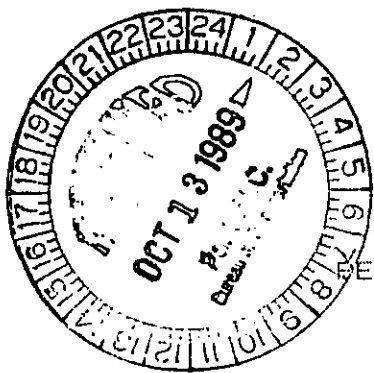
affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said \_\_\_\_\_ to be able to prove the same  
(Name of Corporation)

at the hearing hereof.

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Official Administering Oath



PENNSYLVANIA PUBLIC UTILITY COMMISSION



IN RE:

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

No. A-00105933

The following is a verified statement in support of my application for issuance of a Contract Carrier Permit, and states as follows:

1. My legal name is Robert Molnar, t/d/b/a Robert Molnar Hauling. I reside in Sutersville, Westmoreland County, PA. My mailing address is R.D. # 1, Box 38-A, Sutersville, PA. 15083

2. This verified statement is being made by Robert Molnar, an individual over the age of 21 years, who trades and does business as Robert Molnar Hauling, for the past fifteen years.

3. I am not affiliated with any other Common Carrier or parties who have been issued a Permit as a Contract Carrier by the Pennsylvania Public Utility Commission.

4. "Contract Carrier -coal, for Tanoma Coal Sale Co., between points in PA., using the State's borders on the North, South, West, and PA. Rte. 15 on the East, as boundries for service."

5. I am not currently hauling under my operating rights, because Mikel Coal Co. is temporally shut down,

and Amerikohl Mining Inc., does not have a job operating in Westmoreland County.

6. I have no knowledge or information which would lead me to believe that the issuance of a permit to me as a Contract Carrier, authorizing me to undertake the fulfillment of my contract with Tanoma Coal Sales Co., would result in the duplication of any authority authorized to me or any third party by the P.U.C..

7. I have no knowledge or information which would lead me to believe that the issuance of a permit to me as a Contract Carrier, authorizing me to undertake the fulfillment of my contract with Tanoma Coal Sales Co., would result in dual operations by applicant or any third party resulting from a grant of authority by the P.U.C..

8. The base of my operation is R.D. # 1, Box 38-A, Sutersville, Pennsylvania, and communication is maintained through Citizen Band Radios in each truck and Cellular phones in several of the trucks.

9. See Attached List

10. My safety program includes the maintenance of a fire extinguisher and flares on each truck and requiring each driver to wear a hard hat and safety shoes, and to comply with the requirements of the Department of Transportation of the Commonwealth of Pennsylvania and the health and safety requirements of the Occupational Safety and Health Administration and the Mine Safety and Health Administration of the United States Department of Labor, as applied to our operation.

11. I will haul coal from various plants and mining operations to various processing and loading facilities for Tanoma Coal Sales Co..

12. See Attached List.

13. Due to the various locations, there will be some empty miles and some back hauls as requested in the authority sought.

14. Tanoma Coal Sales Co., is a coal brokerage and mining company. It is the company we will haul for.

ROBERT MOLNAR HAULING

R.D.#1 BOX 38-A

SUTERSVILLE, PA. 15083

(421-872-4475)

EQUIPMENT LIST

OWNED EQUIPMENT:

1971	White	Tri-Axle Dump
1975	GMC	Tri-Axle Dump
1971	Mack	Tractor and Trailer
1975	GMC	Tractor and Trailer
1978	Mack	Tractor and Trailer
1979	Mack	Tractor and Trailer
1989	Mack	Tractor and Trailer

LEASED EQUIPMENT NOT AFFILIATED WITH LESSOR:

			<u>OWNER</u>
1978	Kenworth	Tri-Axle	David Wingrove
1976	Ford	Tri-Axle	William Lucas
1982	Int.	Tri-Axle	Larry Fosbrink
1988	Western Star	Tractor Trailer	Larry Fosbrink

## ROBERT MOLNAR HAULING

R.D.#1 BOX 38-A

SUTERSVILLE, PA. 15083

(412) 872-4475

## ASSETS

## TRUCKS

1971	White	4000	Tri-Axle	\$15,000.00
1975	GMC	9500	Tri-axle	\$20,000.00
1975	GMC	9500	Tractor	\$10,000.00
1971	Mack	R700	Tractor	\$10,000.00
1978	Mack	Super Liner	Tractor	\$22,000.00
1979	Mack	R600	Tractor	\$25,000.00
1989	Mack	R686	Tractor	\$85,000.00

## TRAILERS

1971	Penn			\$7500.00
1974	Penn			\$7500.00
1977	Fruehauf			\$7500.00
1980	East			\$15,000.00
1982	City			\$12,000.00
1984	Ti-Brook			\$20,000.00

## Pickups

1976	Chevy			\$5,000.00
1989	Chevy			\$19,000.00

**Assets Continued:**

Tools and Supplies	\$25,000.00
Garage and Equipment	\$50,000.00
Property	\$40,000.00
Mobile Home	\$10,000.00
House	\$110,000.00
Cash	\$50,000.00
Certificates and Investments	\$15,000.00
Accounts Receivable	\$40,000.00
	TOTAL
	-----
	\$620,500.00

**LIABILITIES**

Equipment	\$81,000.00
House	\$40,000.00
	TOTAL
	-----
	\$121,000.00

AFFIDAVIT OF APPLICANT (NATURAL PERSON)

COMMONWEALTH OF PENNSYLVANIA :

WESTMORELAND COUNTY : ss:

ROBERT MOLNAR

being duly sworn (affirmed) according to law, deposes and says that 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*

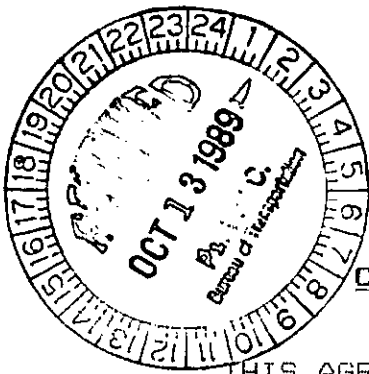
Signature of Affiant

Sworn and subscribed before me this 9th day of October 19 89

My Commission Expires \_\_\_\_\_

NOTARIAL SEAL  
Elizabeth Bazzo, Notary Public  
Newickley Twp., Westmoreland County, PA  
My Commission expires Nov. 6, 1992

*Elizabeth Bazzo*  
Signature of Official



CONTRACT CARRIER AGREEMENT

THIS AGREEMENT made this 14th day of September, 1989, by and between TANOMA COAL SALES CO., a Pennsylvania corporation having its principal office in Latrobe, Westmoreland County, Pennsylvania, herinafter referred to as "Coal Company" and ROBERT MOLNAR, an individual t/d/b/a ROBERT MOLNAR HAULING, whose address is Sutersville, 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 various coal facilities in PA., and is desirous of contracting with the Contract Carrier to haul such coal from the points of those operations to destinations points, or where the coal may be processed or loaded for shipment to Coal Company's customers;
2. Coal Company cannot haul its coal from its operations to the processing or loading facilities because it does not own and operate sufficient trucks 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 it's 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 Public Utility Code, 66 Pa.C.S.A. §2501(b)(1), and in issued therunder 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 herinafter in their entirety.

#### TERM

2. The term of this Agreement shall be for a period commencing with the date of this Amendment and ending on September 30, 1990, and thereafter from month to month unless either Party given 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.

#### SERVICES

3. Contract Carrier agrees to haul and transport coal

for coal company to and from mining and processing facilities and buyers in PA., using the State's borders on the North, South, and West, and PA. Rte. 15 on the East, as boundries for service.

DELIVERY POINTS AND RATE

4. Contract Carrier shall transport and deliver Coal Company's coal to and from mining processing and buyer's facilities in PA. using the State's borders on the North, South, and West, and PA. Rte. 15 on the East, as boundries for service, for the rate per load per mile per net ton of two thousand (2000) pounds of coal transported as set forth below:

(a) Eighty (\$0.80) cents per mile for the first mile per ton per load plus eight (\$0.08) cents per mile per ton for each additional mile thereafter for each one way trip to the point of destination in accordance with the Tariff filed by contract Carrier with the Pennsylvania Public Utility Commission.

WEIGHTING THE TRUCKS

5. 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 for each truck load of coal established by the weight of each truck before loaded and after loaded at scales as agreed upon by

the Parties as evidenced by weight slips which are issued in numerical sequence and dated by the weigh master at such scales or other persons authorized to operate said scales.

#### RESOLUTION OF DISPUTE OF WEIGHTS

6. All disputes between the Parties as to the weight of coal delivered by Contract Carrier to points prescribed by Coal Company 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

7. All payments for services rendered by Contract Carrier to Coal Company shall be made upon receipt of invoices thereof, but in no event, later than fifteen (15) days following the receipt of an invoice. 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 point of destination where deliveries of coal were made.

#### WEIGHT SLIPS

8. Each of the Parties shall on a daily basis be issued a duplicate copy of each weight slip issued by the scale where each truck was weighted for each truck making a delivery of coal pursuant to this Agreement.

### GENERAL LIABILITY

9. Contract Carrier, in the performance of its services pursuant to this Agreement, shall comply with all applicable Federal and State laws, local ordinances and all regulations issued by an 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

10. 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 the arrival of the coal at destination and after placement of the coal for delivery at destination, or tender of delivery of coal at the point of destination, unless such loss is the result of Contract Carrier's negligence. Except in the case of negligence of 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

11. In the event coal transported and delivered by Contract Carrier pursuant to this Agreement is refused at the point of destination by any party who has apparent authority to refuse delivery, such coal may be discharged at the risk and expense of Coal Company at another location within the area in which the Contract Carrier is authorized to haul coal as herein before specified as designated by Coal Company, returned at the risk and expense of Coal Company to its point of origin earning the per ton per mile 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 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, or loss, 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 including, but not limited to, additional transportation charges.

#### CLAIMS AND SUITS

12. 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.

#### INSURANCE

13. (a) If Contract Carrier is liable on account of loss of or damage to any coal, it shall have the full benefit of said coal, so far as this shall not avoid the policies or contract of insurance of Coal Company insuring the coal.

(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 \$1,00,000.00;

(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 certification 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

14. 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 locations specified by Coal Company, shall be grounds for the immediate termination of this Agreement with any requirement contained in this Agreement.

#### TERMINATION

15. This Agreement shall terminate 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 an 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 September 30, 1990;

(iii) upon the giving of written notice by either Party to the other following an event of force majeure as provided in paragraph 16 of this Agreement.

FORCE MAJEURE

16. If because of force majeure either Party is unable to

carry out any of its obligations under this Agreement (other 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, but not limited to, 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 activity of civil or military authority, or other causes a similar nature which wholly or substantially prevent the mining, delivering, unloading, accepting, utilizing, or sale of the coal to be delivered pursuant of this Agreement.

#### MODIFICATION AND AMENDMENT

17. (a) This agreement may be modified or amended by a writing signed by each of the Parties. In the event any modification of 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 prerequisite 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) pound of coal per mile to points of destination as designated by Coal Company as set forth at Section 4 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 provided that such amendment is not in conflict with any Tariff of Contract Carrier approved by the Pennsylvania P.U.C..

#### GOVERNING LAW

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

#### NOTICES

19. 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  
SUTERSVILLE, PENNSYLVANIA 15083

COAL COMPANY:

TANOMA COAL SALES CO.

P.O. BOX 682

LATROBE, PA. 15650

Copy to: TANOMA COAL SALES ~~CO.~~ INC.

Attention: Scott Kroh, President

In the event of termination of this Agreement, notice shall also be sent to:

PENNSYLVANIA PUBLIC UTILITY COMMISSION

P.O. Box 3265

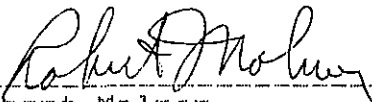
Harrisburg, PA. 17120

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

WITNESS:

CONTRACT CARRIER:

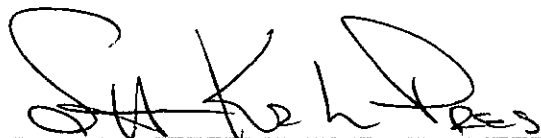
ROBERT MOLNAR, t/d/b/a  
ROBERT MOLNAR HAULING

  
-----  
Robert Molnar

ATTEST:

COAL COMPANY:

TANOMA COAL SALES  INC

  
-----  
Scott Kroh, President

December 22, 1989

IN REPLY PLEASE  
REFER TO OUR FILE

Robert Edward Molnar  
t/d/b/a Robert Molnar Hauling  
R.D. 1, Box 38-A  
Sutersville, PA 15083

In re: A-00105933, F. 1, Am-B - Application of Robert Edward 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 January 16, 1990. 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 December 23, 1989.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:rs

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
DEC 21 1989  
ENTRY No.

A-00105933, Folder 1, Am-B ROBERT EDWARD MOLNAR, t/d/b/a ROBERT MOLNAR  
HAULING (R.D. 1, Box 38-A, Sutersville, Westmoreland County, PA 15083) -  
contract carrier - coal, for Tanoma Coal Sales Co., between points in that  
part of Pennsylvania on and west of U.S. Highway Route 15.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_

SERVICE \_\_\_\_\_

DEC 23 1989

BUREAU OF TRANSPORTATION  
CONTRACT CARRIER  
DECEMBER 1989

A-00105933  
F. 1  
Am-B

Application of Robert Edward Molnar, t/d/b/a Robert Molnar Hauling, for amendment to his contract carrier permit to transport, by motor vehicle, coal, for Tanoma Coal Sales Co., between points in that part of Pennsylvania on and west of U.S. Highway Route 15.

LM:rs  
12/11/89

Application received: 11/15/89  
Application docketed: 12/7/89

NH

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
DEC 21 1989  
ENTRY No. *JK*

JAN 16 1990

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

Date January 25, 1990

CR 135557 A

DOCUMENT  
FOLDER

DOCKETED  
JAN 30 1990

In re application of Robert Edward Molnar  
t/a Robert Molnar Hauling  
A-00105933, F.1, Am-B.....\$350.00

Revenue account 001780-017601-102 (ck)

MO 052666, 052635 \$350.00  
Checks Currency

Utility account 50:26

C. Joseph Meisinger  
For Department of Revenue