



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

May 20, 1985

IN REPLY PLEASE
REFER TO OUR FILE

Saupp's Excavating
P.O. Box 142
Smithmill, PA 16680

A. 106820

RE: Application of Saupp's Excavating

The referenced application and filing fee of \$125.00 are being returned herewith because of the following discrepancies:

- Extra copies not provided. The rules call for an original and two copies.
- No fee or incorrect filing fee (\$125 is required).
- Unacceptable filing fee - undated or not signed.
- No name of state incorporated, as required at paragraph .
- No exhibit of corporate charter purpose.
- Partnership agreement required, not submitted.
- Describe number and type of vehicles to be used in proposed service.
- Describe seating capacity of vehicles to be used (if passenger service).
- Statement of current financial condition required at paragraph .
- No description of authority sought provided. ~~If a transfer, indicate if all or part of the rights are to be transferred.~~
- Map required on scheduled route, outlining route described in narrative. Must be detailed enough to show the routes you describe.
- Corporate seal required on page .
- Signature of individual, each partner, or officer of corporation (as applicable) required on signature page.
- Affidavit not completed/raised seal of Notary Public to be affixed.

**DOCUMENT
FOLDER**

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

- 2 -

- Exhibit C required.
- Exhibit D required.
- Exhibit E required.
- Consideration stated in application must be the same as stated on the sales agreement.
- Please include a copy of the registration of the trade-name.
- Please indicate when you registered to do business in Pennsylvania as a foreign corporation.
- Other..

Enclosed is a sample partnership agreement; and a copy of a sample caption for contract carriers.

- We will hold the application in abeyance, pending the submittance of the above request.

*Frances Walkinshaw, application examined
for*

David Ehrhart
Supervisor - Application Section
Bureau of Non-Rail Transportation
(717) 787-3834

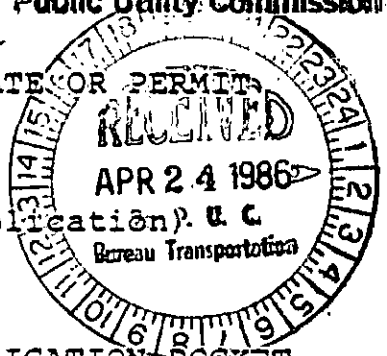
BEFORE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED
Resubmitted
APR 24 1986
SECRETARY'S OFFICE
Public Utility Commission

APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT

(see instructions before preparing application)



In re: Application of

APPLICATION DOCKET

No. *A.106890*

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.

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. The name and address of applicant are: *Larry J. Saupp and Frank Saupp, Cpts,*
+1d/6/a Saupp's Excavating
.....
(Applicant's or trade name, if any)

P. O. Box 142 Smithmill, Pa. 16680
(Street and number) (City) (Zip)
Clearfield Pennsylvania
(County) (State)

2. The name and address of applicant's attorney are:
.....
(Name) (Address) (Zip)

3. Applicant designates
(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.

DOCUMENT FOLDER

BEGINNING

DOCKETED APPLICATION DOCKET APR 25 1986 ENTRY No. *Law*

4. Applicant is partnership
(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 Saupp's Excavating

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

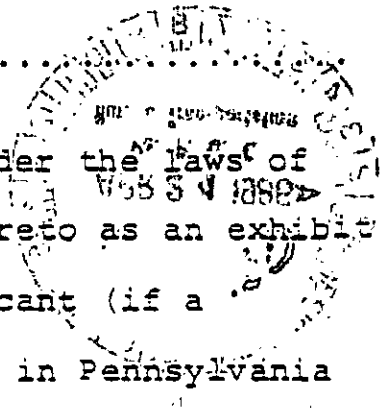
County on 19 in accordance with the provisions of the Fictitious Name Act of June 28, 1917, as amended.

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
Larry J. Saupp	Smithmill, Pa. 16680	Clearfield
Frank Saupp	Smithmill, Pa. 16680 (Zip)	Clearfield
	(Zip)	
	(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) Tractor-trailer 28' dump (one)

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

Number of leased vehicles operated or to be operated by applicant .. none

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

ASSETS

Motor vehicle equipment	\$ 67,500.00
Land, buildings and structures	\$ 90,000.00
Other property	\$ 52,700.00
Cash	\$ 5,000.00
Notes and accounts receivable	\$ 6,700.00
Materials and supplies	\$ 4,000.00
Other assets (attach schedule)	\$ none
Total Assets	\$ 225,900.00

LIABILITIES

Mortgages payable	\$ 38,000.00
Equipment obligations	\$ 30,000.00
Notes and accounts payable	\$ 4,000.00
Other liabilities (attach schedule)	\$ none

Reserve for depreciation - motor vehicles	\$.12.12,000.00..
Reserve for depreciation - other	\$32,600.00..
Capital stock (corporations only)	\$
Surplus (corporations only)	\$
Total Liabilities	\$...116,700.00..

NET WORTH

For corporations	\$
Capital stock	\$
Surplus	\$
For individuals or partnerships	\$109,200.00

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) **Attached**

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. no

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. Yes

Wherefore, applicant prays your Honorable Commission to issue a certificate of public convenience; XXX 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

Saupp's Excavating
.....
(print name of corporation,
partnership, trade-name or
individual) *

By:

[Handwritten Signature]
.....
(Signature)

Frank Saupp
.....
(Signature)

[Handwritten Signature]
.....
DIANE KELLEY, Notary Public
Antis Twp., Blair Co., Pa.
(Signature)
My Commission Expires Nov. 28, 1987

*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 BLAIR SS

LARRY J. SAAPP..... 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.

Larry J. Saapp
.....
(Signature of Affiant)

Sworn and subscribed before me this 18th day of April 1986

Diane Kelley
DIANE KELLEY, Notary Public
Antietam, Berks Co., Pa.
My Commission Expires Nov. 23, 1987
(Signature of official administering oath)

My Commission expires

To transport, as a contract carrier, by motor vehicle, property for Narehood Limestone from points in the ^{borough} city of Tyrone, Blair County to points within 100 miles of the following counties; Elk, Clairon, Jefferson, Armstrong, Clearfield, Cambria, Centre.

PARTNERSHIP AGREEMENT

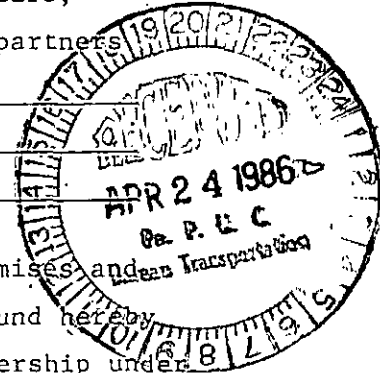
ARTICLES OF AGREEMENT, Made and entered into this First
day of July 1978, by and between Larry J. Saupp
and Frank Saupp, both of the City of Smithmill County
of Clearfield and State of Pennsylvania.

RECEIVED

WITNESSETH:

APR 24 1986
SECRETARY'S OFFICE
Public Utility Commission

WHEREAS, the parties hereto for themselves, their heirs,
executors, administrators and assigns, agree to become co-partners
in the business of public transportation in Excavation



NOW, THEREFORE, in consideration of the mutual promises and
promises hereinafter stated and intending to be legally bound hereby
and herein, the parties hereto agree to operate said partnership under
the firm name and style of Saupp's Excavating;
said business to be conducted from its business address
P.O. Box 142 Smithmill,, Pennsylvania.

It is further agreed that the said Larry Saupp
shall devote his entire time, skill, labor and experience to advancing
and rendering profitable the interests and business of said partnership
and that the said Frank Saupp shall be required to
devote as much time and personal attention to the business of the
partnership as necessary to its best interest.

It is further agreed by and between the parties hereto that
the parties hereto shall draw salaries at such times and in such
amounts as shall be agreed upon by the parties hereto.

The parties hereto agree that the profits and losses of
said partnership business shall be shared equally between them, after
the payment of all operating and maintenance expenses including the
payment of salaries.

The partnership shall continue until dissolved by mutual
consent or by operation of law.

Upon the death of either of said partners, the other shall
have the right to purchase the interest of the deceased partner at
the then book value, said sum to be paid to the personal representative
of the deceased and distributed according to such testamentary disposition
as such deceased partner may make or in the absence of a Will, according
to the laws of descent.

The partnership shall maintain a bank account or account in such bank or banks as may be agreed upon by the partners; checks shall be drawn on the partnership bank account or accounts for partnership purposes only, such checks to be signed in accordance with the deposit agreements arranged with the Bank and the parties hereto.

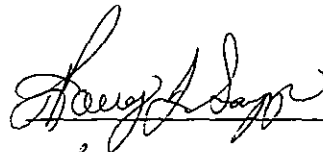
Proper and complete books of account shall be kept at all times and shall be open to inspection by either of the partners at any time.

Neither party hereto, without the consent of the other, may borrow money in the name of the partnership or utilize the collateral owned by the partnership as security for such loans; assign, transfer, pledge, compromise or release any claim of or debts due the partnership, except upon payment in full; make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond or contract to sell or contract of sale of all or substantially all of the property of the partnership; lease or mortgage any partnership real estate or enter into any contract for any such purpose; pledge or hypothecate or in any manner transfer his/her interest in the partnership, except to the other party to this Agreement; become surety, guarantor or accommodation party to any obligation.

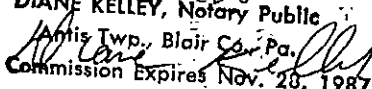
The parties hereto further agree and covenant that they will execute any further instruments and will do and perform any acts which are or may become necessary to effectuate and carry on the partnership created by this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound herein and hereunder, the parties hereto have caused these presents to be executed the day and year first above written.

In the presence of:

 (SEAL)

 (SEAL)

DIANE KELLEY, Notary Public
Amis Twp., Blair Co., Pa.

My Commission Expires Nov. 28, 1987

May 9, 1986

IN REPLY PLEASE
REFER TO OUR FILE

Larry J. Saupp and Frank Saupp,
copartners, t/d/b/a Saupp's Excavating
Post Office Box 142
Smithmill, PA 16680

A-00106890 - Application of Larry J. Saupp and Frank Saupp, copartners,
t/d/b/a Saupp's Excavating.

Gentlemen:

The application filed by you has been captioned as attached and will be submitted for review provided no protests are filed on or before June 2, 1986. 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 May 10, 1986.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:nm

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
MAY 12 1986
ENTRY No. <i>NO</i>

A-00106890 LARRY J. SAUPP AND FRANK SAUPP, COPARTNERS, t/d/b/a SAUPP'S
EXCAVATING (P.O. Box 142, Smithmill, Clearfield County, Pennsylvania
16680) - contract carrier - property, for Narehood Limestone, from points
in the borough of Tyrone, Blair County, to points in the counties of
Elk, Clarion, Jefferson, Armstrong, Clearfield, Cambria and Centre, and
within an airline distance of one hundred (100) statute miles of the
limits of said counties, with the right to return refused, rejected or
damaged shipments to the point of origin.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____ SERVICE MAY 10 1986

BUREAU OF TRANSPORTATION
CONTRACT CARRIER
APRIL 1986

A-00106890

Application of Larry J. Saupp and Frank Saupp, copartners, t/d/b/a Saupp's
Excavating, for the right to begin to transport, as a contract carrier,
by motor vehicle, property, for Narehood Limestone, from points in the
borough of Tyrone, Blair County, to points in the counties of Elk, Clarion,
Jefferson, Armstrong, Clearfield, Cambria and Centre, and within an airline
distance of one hundred (100) statute miles of the limits of said counties,
with the right to return refused, rejected or damaged shipments to the
point of origin.

FW:gm
4/29/86

Application received: 4/24/86
Application docketed: 4/25/86

NH

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
MAY 12 1986
ENTRY No. *all*

2

JUN 0 1986

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.