



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

May 8, 1989

IN REPLY PLEASE  
REFER TO OUR FILE

John A. Pillar  
Attorney at Law  
Suite 700  
312 Boulevard of the Allies  
Pittsburgh, PA 15222

In re: A-00108100 - Application of Edward R. Rathway Trucking, Inc.

Dear Sir:

We have received the bilateral contracts submitted in compliance with the Commission's order adopted at Public Meeting on August 18, 1988 (T-782).

A review of the contracts finds that they are in conformance with Commission regulations set forth at 52 Pa. Code 31.45, and they are accepted for filing.

Very truly yours,

*Lawrence Keener-Farley*

Lawrence Keener-Farley, Esquire  
Technical Review Section  
Bureau of Transportation

cc: E. Ditzler  
Tariff Section  
Document Folder

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FOLDER

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APPLICATION DOCKET  
MAY 12 1989  
ENTRY No. *MW*

AGREEMENT

THIS AGREEMENT is made this 1st day of December, 1988, between EDWARD R. RATHWAY TRUCKING, INC., a Pennsylvania corporation with its principal place of business in Perryopolis, PA (Carrier), and RUSSELL MINERALS-FAYETTE, INC. (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00108100, as follows:

To transport, as a contract carrier, property, in bulk, in dump vehicles, for Russell Minerals-Fayette, Inc. from its facilities located in the Counties of Westmoreland and Fayette, to points in Pennsylvania, and vice versa.

2. Shipper desires to use the services of Carrier in accordance with the authority granted by the PUC.

3. The parties wish to comply with the regulations of the PUC.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Shipper will tender to Carrier for transportation within the scope of the operating authority granted by the PUC, a minimum of 1,000 pounds of freight per year this contract is in effect, unless prevented from doing so by reason of strikes,

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labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond Shipper's control.

2. Carrier will charge Shipper and Shipper will pay to Carrier for any transportation performed under this Agreement in accordance with conditions, rates and charges, as specified in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. PUC No. \_\_\_\_\_ and successive supplements thereto and reissues thereof, which are incorporated herein by reference.

3. Carrier will accept for transportation such shipments as Shipper shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of Carrier, call upon Carrier to transport.

4. This Agreement shall become effective upon the date that the PUC issues to Carrier its permit authorizing Carrier to perform the described transportation and shall continue in effect until terminated by either party giving to the other thirty (30) days' written notice of termination.

5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

6. This Agreement shall be binding upon the successors, assigns, administrators, and executors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be

legally bound hereby, have hereunto set their hands and seals  
the day and year first above written.

ATTEST:

EDWARD R. RATHWAY  
TRUCKING, INC. (Carrier)

By:   
\_\_\_\_\_

ATTEST:

RUSSELL MINERALS-  
FAYETTE, INC. (Shipper)

By:   
\_\_\_\_\_

AGREEMENT

THIS AGREEMENT is made this 1st day of December, 1988, between EDWARD R. RATHWAY TRUCKING, INC., a Pennsylvania corporation with its principal place of business in Perryopolis, PA (Carrier), and MATT CANESTRALE CONTRACTING, INC. (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00108100, as follows:

To transport, as a contract carrier, by motor vehicle, property, in bulk, in dump vehicles, for Matt Canestrale Contracting, Inc., between points in the counties of Washington and Westmoreland, and from points in said counties to points in Pennsylvania, and vice versa.

2. Shipper desires to use the services of Carrier in accordance with the authority granted by the PUC.

3. The parties wish to comply with the regulations of the PUC.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Shipper will tender to Carrier for transportation within the scope of the operating authority granted by the PUC, a minimum of 1,000 pounds of freight per year in effect, unless prevented from doing so by reason of strikes,

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labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond Shipper's control.

2. Carrier will charge Shipper and Shipper will pay to Carrier for any transportation performed under this Agreement in accordance with conditions, rates and charges, as specified in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. PUC No. \_\_\_\_\_ and successive supplements thereto and reissues thereof, which are incorporated herein by reference.

3. Carrier will accept for transportation such shipments as Shipper shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of Carrier, call upon Carrier to transport.

4. This Agreement shall become effective upon the date that the PUC issues to Carrier its permit authorizing Carrier to perform the described transportation and shall continue in effect until terminated by either party giving to the other thirty (30) days' written notice of termination.

5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

6. This Agreement shall be binding upon the successors, assigns, administrators, and executors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be

legally bound hereby, have hereunto set their hands and seals  
the day and year first above written.

ATTEST:

EDWARD R. RATHWAY  
TRUCKING, INC. (Carrier)

\_\_\_\_\_

By:

*Edward R. Rathway*

ATTEST:

MATT CANESTRALE  
CONTRACTING, INC. (Shipper)

\_\_\_\_\_

By:

*Matt Canestrale*

AGREEMENT

THIS AGREEMENT is made this 1st day of December, 1988, between EDWARD R. RATHWAY TRUCKING, INC., a Pennsylvania corporation with its principal place of business in Perryopolis, PA (Carrier), and J. M. ADAMS COAL (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00108100, as follows:

To transport, as a contract carrier, (1) coal and coke, for Purco Coal, Inc., and Sunshine Fuels Company between points in the Counties of Westmoreland and Fayette, and from points in said counties to points in Pennsylvania, and vice versa; and (2) coal and coke for Marquise Mining Corp. and J. M. Adams Coal, between points in Pennsylvania.

2. Shipper desires to use the services of Carrier in accordance with the authority granted by the PUC.

3. The parties wish to comply with the regulations of the PUC.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Shipper will tender to Carrier for transportation within the scope of the operating authority granted by the PUC,

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a minimum of 1,000 pounds of freight per year this contract is in effect, unless prevented from doing so by reason of strikes, labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond Shipper's control.

2. Carrier will charge Shipper and Shipper will pay to Carrier for any transportation performed under this Agreement in accordance with conditions, rates and charges, as specified in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. PUC No. \_\_\_\_\_ and successive supplements thereto and reissues thereof, which are incorporated herein by reference.

3. Carrier will accept for transportation such shipments as Shipper shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of Carrier, call upon Carrier to transport.

4. This Agreement shall become effective upon the date that the PUC issues to Carrier its permit authorizing Carrier to perform the described transportation and shall continue in effect until terminated by either party giving to the other thirty (30) days' written notice of termination.

5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

6. This Agreement shall be binding upon the successors,

assigns, administrators, and executors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

ATTEST:

EDWARD R. RATHWAY  
TRUCKING, INC. (Carrier)

\_\_\_\_\_

By: Edward R. Rathway

ATTEST:

J. M. ADAMS COAL  
(Shipper)

\_\_\_\_\_

By: J. M. Adams

AGREEMENT

THIS AGREEMENT is made this 1st day of December, 1988, between EDWARD R. RATHWAY TRUCKING, INC., a Pennsylvania corporation with its principal place of business in Perryopolis, PA (Carrier), and MARQUISE MINING CORP. (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00108100, as follows:

To transport, as a contract carrier, (1) coal and coke, for Purco Coal, Inc., and Sunshine Fuels Company between points in the Counties of Westmoreland and Fayette, and from points in said counties to points in Pennsylvania, and vice versa; and (2) coal and coke for Marquise Mining Corp. and J. M. Adams Coal, between points in Pennsylvania.

2. Shipper desires to use the services of Carrier in accordance with the authority granted by the PUC.

3. The parties wish to comply with the regulations of the PUC.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Shipper will tender to Carrier for transportation within the scope of the operating authority granted by the PUC,

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a minimum of 1,000 pounds of freight per year this contract is in effect, unless prevented from doing so by reason of strikes, labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond Shipper's control.

2. Carrier will charge Shipper and Shipper will pay to Carrier for any transportation performed under this Agreement in accordance with conditions, rates and charges, as specified in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. PUC No. 1 and successive supplements thereto and reissues thereof, which are incorporated herein by reference.

3. Carrier will accept for transportation such shipments as Shipper shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of Carrier, call upon Carrier to transport.

4. This Agreement shall become effective upon the date that the PUC issues to Carrier its permit authorizing Carrier to perform the described transportation and shall continue in effect until terminated by either party giving to the other thirty (30) days' written notice of termination.

5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

6. This Agreement shall be binding upon the successors,

assigns, administrators, and executors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

ATTEST:

EDWARD R. RATHWAY  
TRUCKING, INC. (Carrier)

By: \_\_\_\_\_

*Edward R. Rathway*

ATTEST:

MARQUISE MINING CORP.  
(Shipper)

By: \_\_\_\_\_

*John Y. Lee (Pres.)*

AGREEMENT

THIS AGREEMENT is made this 1st day of December, 1988, between EDWARD R. RATHWAY TRUCKING, INC., a Pennsylvania corporation with its principal place of business in Perryopolis, PA (Carrier); and SUNSHINE FUELS COMPANY (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00108100, as follows:

To transport, as a contract carrier, (1) coal and coke, for Purco Coal, Inc., and Sunshine Fuels Company between points in the Counties of Westmoreland and Fayette, and from points in said counties to points in Pennsylvania, and vice versa; and (2) coal and coke for Marquise Mining Corp. and J. M. Adams Coal, between points in Pennsylvania.

2. Shipper desires to use the services of Carrier in accordance with the authority granted by the PUC.

3. The parties wish to comply with the regulations of the PUC.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Shipper will tender to Carrier for transportation within the scope of the operating authority granted by the PUC,

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a minimum of 1,000 pounds of freight per year this contract is in effect, unless prevented from doing so by reason of strikes, labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond Shipper's control.

2. Carrier will charge Shipper and Shipper will pay to Carrier for any transportation performed under this Agreement in accordance with conditions, rates and charges, as specified in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. PUC No. \_\_\_\_\_ and successive supplements thereto and reissues thereof, which are incorporated herein by reference.

3. Carrier will accept for transportation such shipments as Shipper shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of Carrier, call upon Carrier to transport.

4. This Agreement shall become effective upon the date that the PUC issues to Carrier its permit authorizing Carrier to perform the described transportation and shall continue in effect until terminated by either party giving to the other thirty (30) days' written notice of termination.

5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

6. This Agreement shall be binding upon the successors, assigns, administrators, and executors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

ATTEST:

EDWARD R. RATHWAY  
TRUCKING, INC. (Carrier)

By: \_\_\_\_\_

*Edward R. Rathway*

ATTEST:

SUNSHINE FUELS COMPANY  
(Shipper)

By: \_\_\_\_\_

*Eleanor J. Porczi*

*Michaelangelo P. Rippepi*

AGREEMENT

THIS AGREEMENT is made this 1st day of December, 1988, between EDWARD R. RATHWAY TRUCKING, INC., a Pennsylvania corporation with its principal place of business in Perryopolis, PA (Carrier), and PURCO COAL, INC. (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00108100, as follows:

To transport, as a contract carrier, (1) coal and coke, for Purco Coal, Inc., and Sunshine Fuels Company between points in the Counties of Westmoreland and Fayette, and from points in said counties to points in Pennsylvania, and vice versa; and (2) coal and coke for Marquise Mining Corp. and J. M. Adams Coal, between points in Pennsylvania.

2. Shipper desires to use the services of Carrier in accordance with the authority granted by the PUC.

3. The parties wish to comply with the regulations of the PUC.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Shipper will tender to Carrier for transportation within the scope of the operating authority granted by the PUC, a minimum of 1,000 pounds of freight per year this contract is

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in effect, unless prevented from doing so by reason of strikes, labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond Shipper's control.

2. Carrier will charge Shipper and Shipper will pay to Carrier for any transportation performed under this Agreement in accordance with conditions, rates and charges, as specified in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. PUC No. \_\_\_\_\_ and successive supplements thereto and reissues thereof, which are incorporated herein by reference.

3. Carrier will accept for transportation such shipments as Shipper shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of Carrier, call upon Carrier to transport.

4. This Agreement shall become effective upon the date that the PUC issues to Carrier its permit authorizing Carrier to perform the described transportation and shall continue in effect until terminated by either party giving to the other thirty (30) days' written notice of termination.

5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

6. This Agreement shall be binding upon the successors, assigns, administrators, and executors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be

legally bound hereby, have hereunto set their hands and seals  
the day and year first above written.

ATTEST:

Edward R. Rathway

EDWARD R. RATHWAY  
TRUCKING, INC. (Carrier)

By: Edward R. Rathway

ATTEST:

Eleanor J. Porczi

PURCO COAL, INC.  
(Shipper)

By: Anthony J. Rippi

AGREEMENT

THIS AGREEMENT is made this 1st day of December, 1988, between EDWARD R. RATHWAY TRUCKING, INC., a Pennsylvania corporation with its principal place of business in Perryopolis, PA (Carrier), and INTERCARBON COAL COMPANY (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00108100, as follows:

To transport, as a contract carrier, by motor vehicle, coal, for Intercarbon Coal Company, between points in Pennsylvania.

2. Shipper desires to use the services of Carrier in accordance with the authority granted by the PUC.

3. The parties wish to comply with the regulations of the PUC.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Shipper will tender to Carrier for transportation within the scope of the operating authority granted by the PUC,

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a minimum of 1,000 pounds of freight per year this contract is in effect, unless prevented from doing so by reason of strikes, labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond Shipper's control.

2. Carrier will charge Shipper and Shipper will pay to Carrier for any transportation performed under this Agreement in accordance with conditions, rates and charges, as specified in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. PUC No. \_\_\_\_\_ \ \_\_\_\_\_ and successive supplements thereto and reissues thereof, which are incorporated herein by reference.

3. Carrier will accept for transportation such shipments as Shipper shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of Carrier, call upon Carrier to transport.

4. This Agreement shall become effective upon the date that the PUC issues to Carrier its permit authorizing Carrier to perform the described transportation and shall continue in effect until terminated by either party giving to the other thirty (30) days' written notice of termination.

5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

6. This Agreement shall be binding upon the successors, assigns, administrators, and executors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

ATTEST:

EDWARD R. RATHWAY  
TRUCKING, INC. (Carrier)

By: *Edward R. Rathway*

ATTEST:

INTERCARBON COAL COMPANY  
(Shipper)

*A. W. [Signature]*

By: *William D. Reuten*  
AUTHORIZED AGENT

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A-108100-4.2

AGREEMENT

THIS AGREEMENT is made this 5<sup>th</sup> day of December, 1988, between EDWARD R. RATHWAY TRUCKING, INC., a Pennsylvania corporation with its principal place of business in Perryopolis, PA (Carrier), and BURRELL INDUSTRIES, INC. (Shipper), having its principal place of business at One Fifth Street, New Kensington, PA 15068.

I. PREMISES

1. Carrier has requested authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00108100, as follows:

To transport, as a contract carrier, by motor vehicle, property, for Burrell Industries, Inc., between points in Pennsylvania. No right, power or privilege is granted to transport petroleum and petroleum products in bulk in tank vehicles.

2. Shipper desires to use the services of Carrier in accordance with authority granted by the PUC.

3. The parties wish to comply with the regulations of the PUC.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Shipper will tender to Carrier for transportation within the scope of the operating authority granted by the PUC

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a minimum of 100,000 pounds of freight per each year this contract is in effect, unless prevented from doing so by reason of strikes, labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond Shipper's control.

2. Carrier will charge Shipper and Shipper will pay to Carrier for any transportation performed under this Agreement in accordance with conditions, rates and charges, as specified in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. PUC No. 2 and successive supplements thereto and reissues thereof, which are incorporated herein by reference.

3. Carrier will accept for transportation such shipments as Shipper shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of Carrier, call upon Carrier to transport.

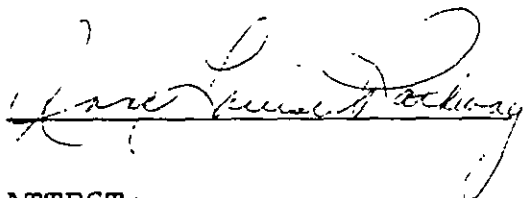
4. This Agreement shall become effective upon the date that the PUC issues to Carrier its permit authorizing Carrier to perform the described transportation and shall continue in effect until terminated by either party giving to the other thirty (30) days' written notice of termination.

5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

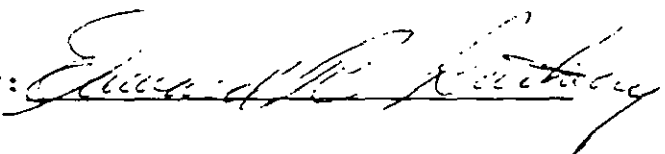
6. This Agreement shall be binding upon the successors, assigns, administrators, and executors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

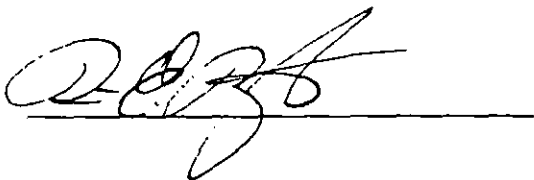
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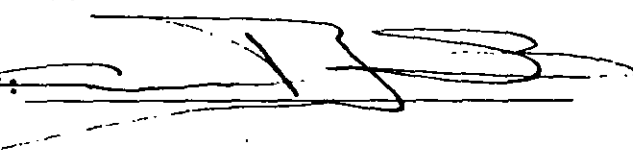
EDWARD R. RATHWAY  
TRUCKING, INC. (Carrier)

By:   
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

BURRELL INDUSTRIES, INC.  
(Shipper)

By:   
\_\_\_\_\_