

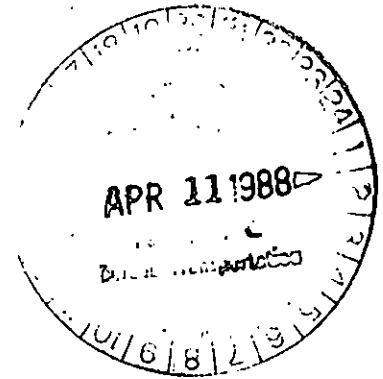
PILLAR AND MULROY, P.C.

ATTORNEYS-AT-LAW

SUITE 700

312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222

TELEPHONE (412) 471-3300



JOHN A. PILLAR
THOMAS M. MULROY

April 8, 1988

Re: Edward R. Rathway Trucking, Inc.
File No. 506-23

A-108100

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

RECEIVED

APR 11 1988

SECRETARYS OFFICE
Public Utility Commission

Dear Sir:

Enclosed for filing are the original and two copies of an application by Edward R. Rathway Trucking, Inc. This is an application to transfer the rights held by Edward R. Rathway, an individual, t/d/b/a Edward R. Rathway Trucking, to the newly formed corporation Edward R. Rathway Trucking, Inc. The filing fee, in the amount of \$125.00, is also enclosed.

Please acknowledge receipt of the enclosures and advise the undersigned if anything further is required.

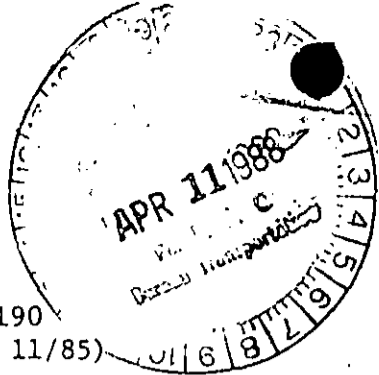
Very truly yours,

John A. Pillar
JOHN A. PILLAR

SW
Enclosures
cc: Edward R. Rathway Trucking, Inc.



A-108100



PUC-190
(Rev 11/85)

APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON OR CONTRACT CARRIER RIGHTS

RECEIVED

APR 11 1988

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

SECRETARYS OFFICE
Public Utility Commission

Application of EDWARD R. RATHWAY TRUCKING, INC.
(Applicant/Transferee)

for approval of the transfer and to exercise the right

as a contract carrier, described as Docket
common-contract

No. A.103854, Folder No. _____, issued to
EDWARD R. RATHWAY, an individual, t/d/b/a
EDWARD R. RATHWAY TRUCKING
Transferor

PUC Use Only
Docket No. A-108100
Folder No. 1

for transportation of property
persons-property

DOCKETED
APPLICATION DOCKET
MAY 3 1988
ENTRY No. 12

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. EDWARD R. RATHWAY TRUCKING, INC.
(Full and correct name of applicant/transferee)

2. _____
(Trade name, if any)

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

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

3. R. D. 2, Box 174
(Business Street Address) (P.O. Box, if any)

Perryopolis / PA 15473 (412) 929-8358
City State Zip Telephone

4. Applicant's attorney (for this application) is:
John A. Pillar, Esq., Suite 700, 312 Boulevard of the Allies,
Pittsburgh, PA 15222 (412) 471-3300
(Name) (Address) (Telephone)

5. Any notice, process or order of the PUC should be served upon:
John A. Pillar, Esq., Suite 700, 312 Boulevard of the Allies,
Pittsburgh, PA 15222
(Name) (Address)

6. Applicant does not hold Pa. PUC authority under Docket
(does or does not)

Number _____ and operates as a _____ carrier.
(common or contract)

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

DOCUMENT
FOLDER

Docket No. _____

A-108100

BEGINNING

APPL. _____
COMPL. _____
MVIC. _____
CHECKED BY _____

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 Pennsylvania 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. If applicant, its stockholders or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

The transferor is the incorporator of the transferee and will be the sole joint stockholder with his wife.

10. Applicant proposes to acquire all of the operating rights (all or part)

now held by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons.

11. The reason for the transfer is The transferor desires to incorporate his business.

12. The total amount of consideration to be paid is \$ 1.00 and was determined as follows: Transferee intends to assume the service and operation requirements of the transferor pursuant to the permits to be transferred herein.

and will be paid as follows: _____

13. Applicant is financially able to furnish adequate service to the public and submits Schedule "C" as a statement of financial condition.

14. Attach the following, as appropriate (check those attached):

Sales Agreement. (Required)

Partnership Agreement.

Trade Name registration certificate.

Certificate of Incorporation or Authority.

Statement of corporate charter purpose.

List of corporate officers and stockholders.

List of equipment to be used to render service. (summarize by type)

Operating authority to be transferred/retained. See Appendix A to Agreement.

Equipment and other property to be transferred. (Schedules "A" & "B")

Statement of Financial Condition (Schedule "C")

Bilateral contract(s), if transferring contract carrier rights.

Statement of unpaid business debts of transferor and how they will be satisfied. Transferor has no unpaid business debts other than those that will be paid from current revenues as earned pending approval of the transfer

Copy of short form certificate showing date of death of transferor and name of executor/trix.

15. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

16. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of approval of the transfer.

WHEREFOR, Transferee and Transferor pray that the Commission grant the Transfer as herein requested.

EDWARD R. RATHWAY TRUCKING, INC.

Transferee sign here: By: Edward R. Rathway April 4, 1988
(Corporate Seal) (each partner must sign) (Date)

Transferor sign here: EDWARD R. RATHWAY, t/d/b/a EDWARD R. RATHWAY TRUCKING April 4, 1988
(Corporate Seal)

By: Edward R. Rathway

INSTRUCTIONS TO BE FOLLOWED IN PREPARING APPLICATION
No Application Will Be Accepted From a Minor

1. A separate application must be filed for each type of service, such as common carrier of persons on schedule; contract carrier of persons; transportation of persons on call or demand; transportation of persons in group and party service; common carrier of property; contract carrier of property.
2. It is not required that applicant be represented by an attorney, unless applicant is a corporation.
3. The original application signed at the place designated, duly verified by affidavit and two copies of same must be filed at the office of the Pennsylvania Public Utility Commission P.O. Box 3265, North Office Building, Harrisburg, PA 17120. A filing fee of One Hundred Twenty Five Dollars (\$125.00) is required and shall be paid by certified check or money order, made payable to the Commonwealth of Pennsylvania.
4. Carriers with Pa. PUC authority need not complete Paragraph 14 - Statement of Financial Condition if its latest Annual Report is on file at the Commission. You need only to reference same.
5. Copies of trade name registration form and certificate of incorporation of authority are not required from currently certificated/permitted carriers.
6. If space provided in form is not sufficient, prepare on separate sheet, attach it to application and give it the same number as question or statement to which it refers.
7. THIS APPLICATION FORM IS ONLY TO BE USED IN APPLYING FOR A TRANSFER OF RIGHTS UNDER EXISTING CERTIFICATES, PERMITS OR LICENSES. No application will be entertained for a transfer of rights which have been canceled or which for other reasons are obsolete.



THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
Allegheny County :

Edward R. Rathway, 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.

Edward R. Rathway
Signature of Affiant
Edward R. Rathway

Sworn and subscribed before me this 4th

of April 1988

My Commission Expires

SHERRY A. WARDZINSKI, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 26, 1990
Member, Pennsylvania Association of Notaries

Sherry A. Wardzinski
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
County :

_____, 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 (Name of Corporation)

this 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 _____ (Name of Corporation)

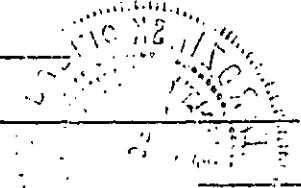
to be able to prove the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission Expires _____



Signature of Official Administering Oath

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, 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.

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission Expires _____



Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
Allegheny County :

Edward R. Rathway, being duly sworn (affirmed) according to law, deposes and says that he is President of Edward R. Rathway Trucking, Inc. (Office of Affiant)

Rathway Trucking, Inc.; that he is authorized to and does make (Name of Corporation)

this 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 Edward R. Rathway Trucking, Inc. (Name of Corporation)

to be able to prove the same at the hearing hereof.

Edward R. Rathway
Edward R. Rathway

Signature of Affiant

Sworn and subscribed before me this 4th

day of April 1988

My Commission Expires _____

SHERRY A. WARDZINSKI, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 26, 1990
Member, Pennsylvania Association of Rotaries

Sherry A. Wardzinski
Signature of Official Administering Oath

SCHEDULE "C"

STATEMENT OF FINANCIAL CONDITION

ASSETS

Motor vehicle equipment	\$ _____
Buildings and structures	\$ _____
Other property	\$ _____
Cash	\$ _____
Accounts receivable	\$ _____
Notes receivable	\$ _____
Materials and supplies	\$ _____
Other assets (attach schedule)	\$ _____
Total Assets	\$ _____

LIABILITIES

Mortgages payable	\$ _____
Equipment obligations	\$ _____
Accounts payable	\$ _____
Notes payable	\$ _____
Other liabilities (attach schedule)	\$ _____
Reserve for depreciation - motor vehicles	\$ _____
Reserve for depreciation - buildings & structures	\$ _____
Reserve for depreciation - other	\$ _____
Net worth (individual or partnership)	\$ _____
Capital stock (corporations only)	\$ _____
Surplus (corporations only)	\$ _____
Total Liabilities	\$ _____

SCHEDULE "A"

DESCRIPTION OF EACH PASSENGER VEHICLE, TRUCK, TRACTOR, TRAILER, SEMI-TRAILER, TAXICAB OR OTHER MOTOR VEHICLE TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Name of Manufacturer (1)	Year of Manufacture (2)	Description					Date Purchased (8)	Condition When Purchased (New or Used) (9)	Original Cost (10)	Cost of Additions, Betterments, and Improvements (11)	Total Cost (12)	Depreciation (13)	Total Cost Less Depreciation (14)	Estimated Present Value (15)	Encumbrance (16)
		Type Of Body (3)	Engine Number (4)	Capacity (5)	Manufacturer's Number (6)	Miles Operated (7)									
N O N E															
Total columns 10 to 16 inclusive															
State who is to assume encumbrance and how it will be satisfied _____															

SCHEDULE "B"

DESCRIPTION OF EACH OTHER ITEM OF PROPERTY TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Description (A)	Date of Purchase, Installation or Construction (B)	Original Cost (C)	Depreciation (D)	Original Cost Less Depreciation (E)	Estimated Present Value (F)	Encumbrance (G)
N O N E						
Total columns C to G inclusive						
State who is to assume encumbrance and how it will be satisfied _____						

AGREEMENT

THIS AGREEMENT is made this 30^r day of March, 1988, between EDWARD R. RATHWAY, an individual, t/d/b/a EDWARD R. RATHWAY TRUCKING, of Perryopolis, PA (SELLER), and EDWARD R. RATHWAY TRUCKING, INC. (BUYER), a Pennsylvania corporation having its principal office in Perryopolis, PA.

I. PREMISES

A. SELLER is the owner of various Permits issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00103854, copies of which are attached hereto and marked collectively as Appendix "A" (herein referred to as "the permits").

B. BUYER is a newly formed Pennsylvania business corporation which presently holds no operating authority from the PUC.

C. SELLER has agreed to sell, and BUYER has agreed to buy, all of the permits of SELLER, free and clear of all liens, encumbrances, security interests and other claims.

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transaction pursuant to the applicable provisions of the Pennsylvania Public Utility Code.

II. TERMS AND CONDITIONS

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

1. Purchase Agreement

SELLER will sell to BUYER, and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, all of the Pennsylvania intrastate permits owned by SELLER issued by the PUC at Application Docket No. A-00103854, together with all underlying contracts between SELLER and the companies identified in said permits.

2. Price and Payment

BUYER agrees to pay to SELLER for the permits, the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged by SELLER. BUYER further agrees to assume full responsibility to provide service to the public pursuant to the permits to be transferred by this transaction.

3. Applications for Approval

The parties agree that this transaction requires the approval of the PUC. Within ten (10) days after the execution of this Agreement, the parties will jointly file with the PUC an application, pursuant to 66 Pa. C.S.A. § 1102, seeking permanent approval of the purchase of the permits by BUYER from SELLER.

BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application and agree to join in and execute such application and other documents, subject to the approval of counsel.

4. No Assumption of Liabilities

Neither BUYER nor SELLER assume any claims, debts, causes of action, judgments or other liabilities or obligations of the other party by reason of this Agreement.

5. Operating Rights Unique

The parties agree that the PUC permits which are the subject of this Agreement are unique and are not otherwise obtainable.

6. PUC Assessments

All assessments or other charges assessed by the PUC to be paid as a condition precedent to approval of this transaction shall be paid by BUYER.

7. Rights of Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest, assigns and legal representatives.

8. Construction

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. Closing

The closing in connection with this transaction shall be held within thirty (30) days after the entry date of the order of the PUC approving this transaction at a time and place to be mutually agreed to by the parties.

10. Paragraph Headings

The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement, nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have executed this Agreement the day and year first above written.

ATTEST:

John S. Pellon

WITNESS:

John S. Pellon

EDWARD R. RATHWAY TRUCKING,
INC. (BUYER)

By: Edward R. Rathway

EDWARD R. RATHWAY, t/d/b/a
EDWARD R. RATHWAY TRUCKING
(SELLER)

By: Edward R. Rathway

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held May 7, 1982

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro
Clifford L. Jones

Application of Edward R. Rathway,
t/d/b/a Edward R. Rathway Trucking,
for the right to begin to transport,
as a contract carrier, by motor vehicle,
coal for the account of Northbrook
Mining Company, between points in
the counties of Fayette, Greene,
Indiana, Washington and Westmoreland;
provided that no right, power or
privilege is granted to transport
coal less than twenty-five (25) miles
from the point of origin to the
point of destination.

A-00103854

Kevin W. Walsh for Edward R. Rathway Trucking.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed December 9, 1981. Public notice of the application was given in the Pennsylvania Bulletin of January 30, 1982. The unopposed application is certified to the Commission for its decision without hearing. The record consists of verified statements entered by the applicant and his supporting shipper.

Edward R. Rathway, the applicant herein, set forth in his verified statement that he does not now hold authority from the Commission. He will operate from a terminal facility at Perryopolis, Fayette County. His facility consists of a 40' x 100' garage where mechanical work is done on equipment and an adjacent office where billing, dispatching and other business functions are performed. The applicant currently owns

and operates 11 tractors, 11 dump trailers, and one tri-axle dump truck. All these vehicles are relatively late models in excellent operating condition. The applicant employs 12 full-time drivers.

The applicant has leased his equipment to a certificated carrier which has provided service to the supporting shipper in this proceeding, Northbrook Mining, Inc. Through lease of vehicles to the carrier, the applicant has become familiar with the shipper's operation. Should the instant application be approved, Rathway will offer service by dump vehicles in truckload quantities.

As evidence of his financial capacity to render the proposed service, Rathway entered his balance sheet and income statement as of December 31, 1980. The applicant reports total current assets of \$184,258.79, total assets of \$679,597.03, current liabilities of \$216,363.97 and total liabilities of \$431,455. Total income of \$871,987.85 produced a net income of \$140,591.67.

Alfred D. Spossey, president of Northbrook Mining, Inc. (Northbrook or shipper), set forth in his verified statement that he is completely familiar with the company's transportation requirements and is authorized to testify on behalf of the corporation. Northbrook engages in surface mining operations and coal brokerage. Along with the surface mining operation it is engaged in related coal preparation and processing. Northbrook supports the applicant for the transportation of coal in dump vehicles. Should the instant application be approved Northbrook anticipates it will tender the applicant approximately 9,000 tons of coal per month for transportation in the application area.

Northbrook now uses existing carriers to provide service, however, they lack adequate capacity or authority to handle the volume of traffic now moving between points within the application area. The availability of the applicant is expected to aid the shipper in meeting its transportation requirements in this area.

DISCUSSION AND FINDINGS

The applicant seeks contract carrier authority to serve one shipper between points in a five-county area in western Pennsylvania, providing that transportation exceeds 25 miles from the origin to the destination. Rathway has provided some service through lease of his vehicles to a certificated carrier. By virtue of this equipment leasing arrangement, the applicant appears familiar with the shipper's operations. Rathway's fleet of 11 tractor-dump trailer units and one tri-axle dump truck, will permit the applicant to immediately begin providing service. The applicant has the fitness to sustain operation of the business.

The shipper desires to use the applicant as its contract carrier as currently certificated carriers cannot adequately handle the large volume of coal moving between points in the territory. The applicant's dedicated service should aid the shipper in this situation.

As further evidence of the parties' intention to enter a contract carrier-shipper arrangement, a bilateral contract was submitted with the application. The contract must be revised to include the authority here granted, the proper tariff designation and the contract must be dated. The revised contract must be submitted and approved before the applicant can begin providing service.

We have made a change in the language used in the authority. The applicant requested authority to provide service for the account of Northbrook Mining, Inc. The Commission issues authority to contract carriers so that transportation is for the shipper. The verified statement of the applicant and shipper support this change. No evidence is contained in the statements that the applicant will provide service for any party other than Northbrook, from its facilities to other designated points.

We find:

1. The applicant has the fitness to provide service as a contract carrier.

2. The supporting shipper desires the availability of the applicant to aid it in meeting its requirements.

3. Approval of the application is in the public interest and such approval will not interfere with the safety, service or regulation of motor common carriers; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved granting the following right:

To transport, as a contract carrier, coal for Northbrook Mining, Inc., between points in the counties of Fayette, Greene, Indiana, Washington and Westmoreland.

subject to the following condition:

That no right, power or privilege is granted to transport coal less than twenty-five (25) miles from the point of origin to the point of destination.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by, or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.


IT IS FURTHER ORDERED: That upon compliance with the Pennsylvania Public Utility Law and the rules and regulations of the Commission

relating to the filing of evidence of insurance and the filing of a schedule of minimum rates and charges in accordance with 66 Pa. C.S. §2502, a permit issue evidencing the Commission's approval of the right to operate as above determined.

IT IS FURTHER ORDERED: That issuance of the permit is subject to the applicant filing an acceptable contract with the Commission in accordance with 66 Pa. C.S. §2506 and 52 Pa. Code §31.45.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION,


Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: May 7, 1982

ORDER ENTERED: **MAY 20 1982**

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held March 2, 1983

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro
Clifford L. Jones

Application of Edward R. Rathway, t/d/b/a
Edward R. Rathway Trucking, for amendment
to his contract carrier permit, which grants
the right, to transport, by motor vehicle,
coal for Northbrook Mining, Inc., between
points in the counties of Fayette, Greene,
Indiana, Washington and Westmoreland;
subject to the following condition: That
no right, power or privilege is granted to
transport coal less than twenty-five (25)
miles from the point of origin to the point
of destination: SO AS TO PERMIT the trans-
portation of property, for Tri-State Pallet
& Repair, Inc., between points in the
borough of Fairhope, Fayette County, and
from points in said borough, to points in
Pennsylvania, and vice versa.

A-00103854
F. 1
Am-A

Pillar and Mulroy by Kevin W. Walsh for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application
filed November 1, 1982. Public notice of the application was given in
the Pennsylvania Bulletin of November 20, 1982. No protests have been
filed.

The application is unprotested and the record is certified to
the Commission for its decision without an oral hearing. The record
consists of verified statements submitted by the applicant and one
supporting shipper.

Edward R. Rathway, owner and sole proprietor of Edward R. Rathway Trucking (applicant), R.D. 2, Box 174, Perryopolis, Fayette County, states in support of the instant application that he operates a terminal at the aforementioned address which is equipped with a garage and office facilities. All equipment is dispatched from said facility, with contact maintained with each vehicle by radio. Available to provide service are 11 tractors, 11 dump trailers and one tri-axle dump vehicle. The applicant will provide the shipper with service utilizing van and flatbed trailers owned by the shipper. If additional equipment is necessary, the applicant is willing and able to lease or purchase additional equipment.

The shipper has been provided with limited service under a misconception that no authority was necessary. The applicant ceased providing said service when he was advised that the transportation required the appropriate authority.

The service proposed will consist of utilizing the shipper's trailers, spotting of trailers in advance of loading, multiple deliveries, transporting of both truckload and less-than-truckload quantities, and any other service required by the shipper. The applicant's terminal is located within 10 miles of the shipper's facilities which will permit the applicant to be responsive to the shipper's needs.

The unaudited balance sheet of the applicant, as of December 31, 1980, lists current assets of \$184,259, total assets of \$679,597, current liabilities of \$216,364, and proprietor's equity of \$248,142. The income statement indicates that from total income of \$871,988, the applicant generated a net income of \$140,592 for 1980.

Albert J. Templin, president of Tri-State Pallet & Repair, Inc. (shipper or Tri-State), 207 Marine Avenue, Belle Vernon, Fayette County, states in support of the pending application, that Tri-State is engaged in the manufacture, repair and sale of pallets. It is also engaged in the purchase and resale of used pallets, and the purchase and resale of lumber and related articles.

Traffic will originate in the borough of Fairhope, Fayette County, and can be destined for any point in the Commonwealth where a factory or manufacturing facility is located. Shipments are currently moving to such points as Waynesburg, Pittsburgh, Washington, Butler, Greensburg, DuBois, Johnstown, Erie, Clairton, Meadville, Emlenton, Aliquippa, Latrobe and Conneville. Inbound traffic will consist of such items as lumber and nails. These shipments can originate at various points throughout the Commonwealth.

Tri-State operates a very limited number of private carriage equipment which is insufficient to meet all of its inbound and outbound requirements. The services proposed by the applicant are well suited to

meeting its requirements since the applicant is familiar with Tri-State's and its customers' operations. The location of the applicant's facilities will provide for responsive service.

DISCUSSION AND FINDINGS

Edward R. Rathway has filed the instant application seeking an amendment to his contract carrier permit, that would authorize the transportation of property for Tri-State Pallet & Repair, Inc. The applicant has proposed transportation between points in the borough of Fairhope, Fayette County, and from said borough to points in Pennsylvania, and vice versa.

It is evident that the applicant has provided service for the supporting shipper herein without the appropriate authorization from this Commission. It is also evident that upon learning that the transportation provided was being done illegally, the applicant ceased providing said transportation. We find that the illegal service was provided in good faith and does not affect the applicant's fitness to be granted the authority sought herein.

The applicant has demonstrated that he will provide the supporting shipper with contract carrier service as evidenced by the bilateral contract entered by the applicant. A review of the bilateral contract indicates that it is not in conformance with the regulations as set forth in Title 52, Pa. Code §31.45. The operating authority contained therein includes the words "for the account of". This wording does not correspond with the authority granted herein, and will therefore require revision. The revised bilateral contract should be submitted for our review and acceptance before instituting service pursuant to the authority granted herein.

The evidence demonstrates that the applicant is fit, willing and able to provide the proposed service. A grant of contract carrier authority in this proceeding will be consistent with the policy declared in Title 66, C.S. §2501; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved, and that the permit issued to the applicant on July 27, 1982, be amended to include the following right:

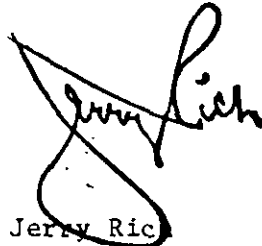
To transport, as a contract carrier, property, for Tri-State Pallet & Repair, Inc., between points in the borough of Fairhope, Fayette County, and from points in said broughs, to points in Pennsylvania and vice versa.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of a schedule of minimum rates and charges.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Ric", is written over a circular stamp. The signature is written in a cursive style.

Jerry Ric
Secretary

(SEAL)

ORDER ADOPTED: March 2, 1983

ORDER ENTERED: MAR - 9 1983

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking, for amendment to his contract carrier permit, which grants the right to transport by motor vehicle, coal from Northbrook Mining, Inc., between points in the counties of: Fayette, Greene, Indiana, Washington and Westmoreland; subject to the following condition: that no right, power, or privilege is granted to transport coal less than twenty-five (25) miles from the point of origin to the point of destination: SO AS TO PERMIT the transportation of coal, for Northbrook Mining, Inc., between points in Pennsylvania.

A-00103854,
F. 1,
Am-B

Before: Michael A. Nemeč
Administrative Law Judge

Date: April 13, 1983

INITIAL DECISION

HISTORY OF THE PROCEEDINGS

By his application docketed December 7, 1982, Mr. Edward R. Rathway who trades and does business as Edward R. Rathway Trucking, has sought to amend his contract carrier permit to increase the amount of territory he can serve on behalf of Northbrook Mining, Inc. One protest was filed to the application by Passieu-Stewart Company.

The initial hearing on the application was held March 29, 1983 in Pittsburgh. The resulting record consist of a 67 page transcript and 3 applicant Exhibits. As there are, in essence, no disputed facts in this record, the testimony is summarized in ~~the Findings of Fact.~~

FINDINGS OF FACT

1. Applicant Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking, is an individual with his place of business located at R.D. #2, Box 174, Perryopolis, Fayette County, 15473.

2. Applicant holds a Pennsylvania Public Utility Commission permit for a contract carrier at A. 103854.

3. Applicant presently owns 11 tractors and 13 dump trailers. Three of his trailers will haul 80,000 lbs. gross weight. See Applicant Exhibit 2, Tr. 8-9.

4. Applicant submitted a balance sheet and statement of income for the year ended December 31, 1982, showing a net income of \$70,470.65 on the total revenues of \$750,850.43. See Applicant Exhibit 3, Tr. 14-16.

5. Applicant has adequate safety and maintenance programs. Tr. 16-18

6. Applicant carries insurance in excess of this Commission's requirements. Tr. 18-19

7. The supporting shipper in this application is Northbrook Mining, Inc., who was represented at the hearing by Mr. Allen Tresnicki, general manager in charge of operations. He testified to the satisfactory service provided by Applicant in the past and to Northbrook's need to have applicant's territory expanded in order to provide service required by Northbrook.

8. Mr. Tresnicki was not familiar with protestant Passieu-Stewart Trucking, Inc., and did not know whether protestant had rendered service to Northbrook in the past.

9. Protestant appeared by counsel and did not present any testimony of record in this proceeding.

DISCUSSION

Mr. Rathway testified to some loads that he had to refuse when they were tendered to him by Northbrook. One was a short three mile haul while others were to points north ranging from Reedsdale to Erie. He had to turn them down because his authority did not cover them. For his part, Mr. Tresnicki testified that Northbrook was in the process of expanding its coal brokerage operations. As a result, Northbrook was in need of transportation services throughout the state of Pennsylvania. Having already established a contractual relationship with Mr. Rathway, Northbrook wishes to expand and enlarge that relationship.

Counsel for protestant argued that the application should be denied because it would result in harmful competition to the existing common carrier. The difficulty in counsel's position is that there is no record here that protestant is providing any service at present to the supporting shipper. Plus there can be no finding that there would be a diversion of revenues from protestant to applicant absent a showing of harmful competition. In the presence of an existing contractual relationship which the applicant and its supporting shipper wish to broaden and enlarge on, it is concluded that the application should be granted.

CONCLUSIONS OF LAW

1. This Commission has jurisdiction over the subject matter and the parties.
2. The application is properly before the Commission.
3. The applicant, Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking, has met the burden of proof required for the grant of authority requested in the application by demonstrating that his supporting shipper, Northbrook Mining, Inc., requires that he have broader rights to provide service.


ORDER

In consideration of the foregoing, it is ordered that:

1. The application of Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking, is hereby approved and that the permit issued to applicant at docket A. 103854 be amended to read: to transport coal, as a contract carrier, for Northbrook Mining, Inc., between points in Pennsylvania.
2. The issuance of the permit is subject to the applicant filing an acceptable contract with the Commission in accordance with 66 Pa. C.S.A. §2506 and 52 Pa. Code §31.45.
3. In the event applicant has not, on or before sixty days from the date of the service of this order, complied with the requirements set forth above, the application shall be dismissed without further proceedings.

4. The authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the applicant, should not be construed as conferring more than one operating right.

April 13, 1983


MICHAEL A. NEMEC
Administrative Law Judge

PENNSYLVANIA
PUBLIC UTILITY COMMISSION.
Harrisburg, PA 17120

Public Meeting held January 20, 1984

Commissioners Present:

Linda C. Taliaferro, Chairman
Michael Johnson
James H. Cawley

Application of Edward R. Rathway, t/d/b/a
Edward R. Rathway Trucking, for amendment
to his contract carrier permit, which
grants the right, inter alia, to transport,
by motor vehicle, coal, for Northbrook
Mining, Inc., between points in the counties
of Fayette, Greene, Indiana, Washington and
Westmoreland: SO AS TO PERMIT the
transportation of coal, for R. P. Suto
Coal and Minerals, Inc., between points
in Pennsylvania.

A-00103854
F. 1
Am-C

Pillar and Mulroy, by Kevin W. Walsh for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission by an application filed on July 29, 1983 and published in the Pennsylvania Bulletin of September 17, 1983. There are no protests and the record is now certified to the Commission for its decision without oral hearing. Verified statements were submitted by the applicant and the shipper.

Edward R. Rathway is the sole proprietor of Edward R. Rathway Trucking (or applicant) and has submitted a verified statement. He currently holds authority to provide contract carrier services for Northbrook Mining, Inc., and Tri-State Pallet and Repair, Inc. He is not affiliated with any other carrier.

A terminal is maintained at Perryopolis, R.D. 2, Fayette County, consisting of an office and garage. The operating equipment includes 12 tractors, 12 dump trailers and one tri-axle dump truck, all of which are radio equipped. Thirteen drivers are employed. A comprehensive safety program is administered and he is in full compliance with all of the prescribed safety regulations.

An unaudited balance sheet indicates that as of December 31, 1982, the applicant had current assets of \$91,663, total assets of \$570,048 with current liabilities of \$201,808 and total liabilities of \$347,791, leaving proprietor's equity of \$222,257. An unaudited statement of income for 1983 reveals that from revenue of \$750,850, he incurred expenses of \$743,380, providing a net income of \$7,470.

Rudy Suto is president and secretary-treasurer of R. P. Suto Coal and Minerals, Inc., and has entered a supporting verified statement. The company has its principal place of business located in Homestead, Allegheny County, where it engages in the brokerage of coal and minerals. It presently has contracts calling for the delivery of 250,000 tons of coal per year to points throughout the Commonwealth. In addition, it ships approximately 50,000 tons of coal under spot market conditions where a contract is not executed. Thus, approximately 6,000 tons of coal are shipped per week within the State.

As a broker, any mine site in Pennsylvania is a potential origin for coal shipments. Since the nature of the contracts is such that large quantities of coal are involved, it is imperative that a carrier is available who can provide service from any mine site without restriction. Service is required seven days a week and either tri-axle dump trucks or tractor-dump trailer combinations are required. It is familiar with the applicant's operations and knows that he has good equipment and enjoys a good reputation.

DISCUSSION AND FINDINGS

The applicant seeks to expand his current contract carrier authority so that he will have the right to transport coal under continuous contract for R. P. Suto Coal and Minerals, Inc., between points in Pennsylvania. Being in the coal brokerage business, the shipper has expounded on the likelihood that any coal mine in the state has a potential of being a source of supply, thus, the preference for a carrier possessing statewide authority.

In contract carrier applications, our attention is directed to the fitness of the applicant and whether such a grant of authority is in the public interest. We recognize the fact that the applicant is an experienced coal hauler by virtue of the coal it now transports under contract with another shipper of coal. Under that same existing authority, he has transported coal to the facility of the supporting shipper and has consequently gained some familiarity with its requirements. His finances are in reasonably good shape and he appears to have an ample supply of the necessary equipment.

It is noteworthy that the shipper in this case is a broker of coal as opposed to a miner or producer of coal. Under a grant of the contract carrier authority sought here by the applicant, we feel that it is in order to remind both parties that any services rendered must be rendered solely for R. P. Suto Coal and Minerals and not for the coal producers or coal producer customers, from and to which the coal is shipped. It is also necessary to submit a bilateral contract imposing the obligations on each party as specified at Title 52, Pa. Code §31.45.

We find:

1. That the applicant is fit, ready, willing and able to properly render the service as proposed.

2. That approval of the application is in the public interest and will not interfere with the safety and regulation of motor common carriers; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved and that the permit issued to the applicant on July 27, 1982, as amended, be further amended to include the following right:

To transport, as a contract carrier, coal, for R. P. Suto Coal and Minerals, Inc., between points in Pennsylvania.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of the Commission relative to the filing and acceptance of a bilateral contract as specified in Title 52, Pa. Code §31.45, and a schedule of minimum rates and charges.

IT IS FURTHER ORDERED: That in the event the applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That the authority granted herein to the extent that it duplicates authority now held by or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", written over a large, stylized, looped scribble.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: January 20, 1984

ORDER ENTERED: JAN 27 1984

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

SC6

Public Meeting held February 15, 1985

Commissioners Present:

Linda C. Taliaferro, Chairman
Michael Johnson
James H. Cawley
Frank Fischl
Bill Shane

Application of Edward R. Rathway, t/d/b/a
Edward R. Rathway Trucking, for amendment
to his contract carrier permith, which
grants the right, inter alia, to transport,
by motor vehicle, coal, for R.P. Suto Coal
and Minerals, Inc., between points in
Pennsylvania: SO AS TO PERMIT the trans-
portation of coal, for Intercarbon Coal
Company, between points in Pennsylvania.

A-00103854, F. 1, Am-D

O R D E R

BY THE COMMISSION:

We adopt as our action the Initial Decision of Administrative
Law Judge John K. Clements dated December 19, 1984, as amended; THEREFORE,

IT IS ORDERED:

1. That the application of Edward R. Rathway, t/d/b/a
Edward R. Rathway Trucking at Docket A-103854, F. 1, Am-D for a
contract carrier permit be and is hereby approved, and that the
permit issued to applicant be further amended to include the
following rights:

To transport, as a contract carrier by motor
vehicle, coal, for Intercarbon Coal Company,
between points in Pennsylvania; subject to
the following condition: no right, power or
privilege is granted to provide service to,
from or between points in the County of
Somerset except for shipments originating
at the Borough of Donora, Washington County,
destined to the Borough of Hooversville,
Somerset County.

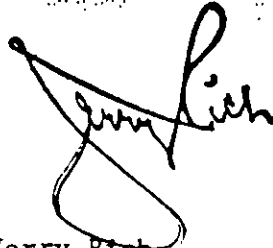
2. That upon compliance with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relating to the filing of evidence of insurance and the filing of a schedule of minimum rates and charges in accordance with 66 Pa. C.S.A. §2506, a permit issue evidencing the Commission's approval of the right to operate as above determined.

3. That the issuance of the permit is subject to the applicant filing an acceptable contract with the Commission in accordance with 66 Pa. C.S.A. §2506 and 52 Pa. Code §31.45.

4. That in the event applicant has not, on or before 60 days from the date of the service of this order, complied with the requirements set forth above, the application shall be dismissed without further proceedings.

5. That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

BY THE COMMISSION:

A handwritten signature in black ink, appearing to read "Jerry Rich", written over a faint, dotted rectangular stamp area.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: February 15, 1985

ORDER ENTERED: February 28, 1985

513
306

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held July 11, 1985

Commissioners Present:

Linda C. Taliaferro, Chairman
James H. Cawley
Frank Fischl
Bill Shane

Application of Edward R. Rathway, t/d/b/a
Edward R. Rathway Trucking, for amendment
to his contract carrier permit, which
grants the right, inter alia, to transport,
by motor vehicle, property, for Tri-State
Pallet & Repair, Inc., between points in the
borough of Fairhope, Fayette County, and
from points in said borough, to points in
Pennsylvania, and vice versa: SO AS TO
PERMIT the transportation of property, for
Burrell Group, Inc., Burrell Construction
and Supply Company, Standard Terminals,
Inc., Burrell Trucking, Inc. and Penn
Builders Supply Company, between points in
Pennsylvania.

A-00103854
F. 1
Am-E

Pillar and Mulroy, P.C. by Kevin W. Walsh for the applicant.
Peter G. Loftus for the protestant, Seaboard Tank Lines, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application
filed March 7, 1985. Public notice of the application was given in the
Pennsylvania Bulletin of April 6, 1985. A protest was filed by Seaboard
Tank Lines, Inc., however, the protest was withdrawn when the applicant
restricted the application to exclude the transportation of petroleum
products in bulk, in tank vehicles.

The application is now unopposed and the record is certified
to the Commission for its decision without an oral hearing. The record
consists of a verified statement submitted by the applicant.

DISCUSSION AND FINDINGS

The applicant, Edward R. Rathway, who trades under the name of Edward R. Rathway Trucking, seeks to have his contract carrier permit amended so that he is authorized to render transportation for the Burrell Group, Inc., and its subsidiaries, Burrell Construction and Supply Company, Standard Terminals, Inc., Burrell Trucking, Inc. and Penn Builders Supply Company, between all points in Pennsylvania. As the result of a protest, the applicant has excluded all transportation of petroleum products, in bulk, in tank vehicles.

The applicant is currently engaged in rendering transportation as a contract carrier for a number of shippers, pursuant to a contract carrier permit issued on July 27, 1982. Under its present authority, the applicant is transporting coal and other commodities. The applicant is also engaged in contract carrier service in interstate commerce.

From his Perryopolis, Fayette County terminal, the applicant dispatches all of his owned vehicles. Contact is maintained with the driver during business hours via radios installed in the vehicles. Service is provided with six tri-axle dump trucks, 12 tractors, 14 dump trailers and three flatbed trailers. The applicant also has available several owner/operators that provide additional tri-axle dump trucks or tractor-dump trailers.

It is the intent of the applicant and Burrell Group, Inc., and its subsidiaries, to enter into a contractual agreement, as evidenced by the bilateral contract submitted with the instant application. To meet Commission requirements set forth at 52 Pa. Code §31.45, it will be necessary that the bilateral contract be amended to identify the subsidiaries of Burrell Group, Inc., for which the applicant is authorized to render service.

We find:

1. That the applicant is fit, willing and able to properly render the proposed transportation, as amended.
2. That approval of the amended application will not interfere with the service, safety and regulation of common carriers.
3. That approval of the amended application is consistent with the policy declared in 66 Pa. C.S.A. §2501; THEREFORE,

IT IS ORDERED: That the application, as amended, be and is hereby approved, and that the contract carrier permit issued to the applicant on July 27, 1982, as amended, be further amended to include the following right:

To transport, as a contract carrier, property, for Burrell Group, Inc., Burrell Construction and Supply Company, Standard Terminals, Inc., Burrell

Trucking, Inc. and Penn Builders Supply Company,
between points in Pennsylvania.

subject to the following condition:

That no right, power or privilege is granted
to transport petroleum products in bulk, in
tank vehicles.

IT IS FURTHER ORDERED: That the applicant shall not engage
in any transportation granted herein until he shall have complied with the
requirements of the Public Utility Code and the rules and regulations
of this Commission relative to the filing and acceptance of a schedule
of minimum rates and charges.

IT IS FURTHER ORDERED: That in the event said applicant has
not, on or before sixty (60) days from the date of service of this
order complied with the requirements hereinbefore set forth, the
application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That the authority granted herein,
to the extent that it duplicates authority now held by or subsequently
granted to the carrier, shall not be construed as conferring more than
one operating right.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", written over the printed text "BY THE COMMISSION,".

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: July 11, 1985

ORDER ENTERED: July 15, 1985

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held September 17, 1987

Commissioners Present:

Bill Shane, Chairman
Linda C. Taliaferro
Frank Fischl
William H. Smith

Application of Edward R. Rathway,
c/d/b/a Edward R. Rathway Trucking,
for amendment to his contract carrier
permit, which grants the right,
inter alia, to transport by motor
vehicle, property for Tri-State
Pallet & Repair, Inc., between
points in the borough of Fairhope,
Fayette County, and from points in
said borough, to points in Pennsyl-
vania, and vice versa: SO AS TO
PERMIT the transportation of property,
in bulk, in dump vehicles, for
Matt Canestrone Contracting, Inc.,
between points in the counties of
Washington and Westmoreland, and
from points in said counties, to
points in Pennsylvania, and vice
versa.

A-00103854
F. 1
Am-F

Pillar and Mulroy, by John A. Pillar for the applicant.
McNees, Wallace & Nurick, by Herbert R. Nurick for protestant, Samuel J.
Lansberry, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission by an application
filed on December 10, 1986, and published in the Pennsylvania Bulletin
of January 10, 1987. One carrier protested the application, but withdrew
upon reconsideration of its interest in the matter. The record is now
certified to the Commission for its decision without oral hearing. A
verified statement was submitted by the applicant.

Edward R. Rathway is the sole owner of Edward R. Rathway Trucking (or applicant) and has submitted a verified statement. He conducts business from a terminal and general office located at R.D. 2, Perryopolis, Fayette County. He is not affiliated with any other carrier. His wife owns her own trucking business known as Anne Louise Rathway, t/d/b/a A. L. R. Trucking which holds common carrier authority at A-00105382.

The applicant currently holds a contract carrier permit from this Commission under which he serves several shippers in Pennsylvania. He holds an I.C.C. contract carrier permit which authorizes him to serve the shipper named in this application. There will be no duplication of authority resulting from the approval of the application.

The applicant owns six tractors, six dump trailers and seven tri-axle dump trucks. An additional 15 to 30 dump vehicles are leased on long-term basis as needed. He employs 13 full-time drivers who perform regular servicing and safety checks of the equipment to insure safe operating condition. A very strict safety program is administered.

An unaudited balance sheet indicates that as of December 31, 1986, the applicant had current assets of \$85,383, total assets of \$702,951, with current liabilities of \$211,932 and total liabilities of \$441,952, leaving proprietor's equity of \$260,999. An unaudited statement of income for 1986, reveals that from revenues of \$1,862,722, the applicant incurred expenses of \$1,822,172, resulting in a net operating income of \$40,550.

The shipper, Matt Canestrone Contracting, Inc., maintains facilities in Washington and Westmoreland Counties from which it ships sand, gravel, coal, coke, lime, rock, and other bulk commodities on a daily basis. The applicant will dedicate certain vehicles to the service and will haul to points such as Pittsburgh, Philadelphia, Erie, Mercer, Homer City, Scranton and New Kensington. Inbound service will be provided from Allegheny County points and from various stone quarries and coal tiplines throughout western Pennsylvania.

DISCUSSION AND FINDINGS

Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking, seeks to amend his contract carrier permit so that he will have the right to transport property, in bulk in dump vehicles, under continuous contract with Matt Canestrone Contracting, Inc., between points in Washington and Westmoreland Counties, and from points in those counties, to points in Pennsylvania and vice versa. An acceptable copy of a bilateral contract between the two parties has been entered into the record.

The applicant has been providing contract carrier services in Pennsylvania, primarily as a hauler of commodities in bulk, for the past six years. The service he seeks to provide here is similar and there is nothing in the record to give reason to deny him the right to provide the additional service.

We find:

1. That the applicant is fit, ready, willing and able to render the proposed service.

2. That approval of the application is in the public interest and will not interfere with the safety and regulation of motor common carriers; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved and that the permit issued to the applicant on July 27, 1982, as amended, be further amended to include the following right:

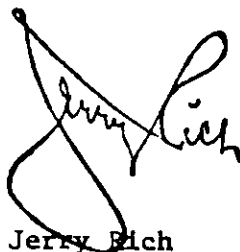
To transport, as a contract carrier by motor vehicle, property, in bulk, in dump vehicles, for Matt Canestrale Contracting, Inc., between points in the counties of Washington and Westmoreland, and from points in said counties to points in Pennsylvania, and vice versa.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of a schedule of minimum rates and charges.

IT IS FURTHER ORDERED: That in the event the applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: September 17, 1987

ORDER ENTERED: SEP 23 1987

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held September 17, 1987

Commissioners Present:

Bill Shane, Chairman
Linda C. Taliaferro
Frank Fischl
William H. Smith

Application of Edward R. Rathway,
t/d/b/a Edward R. Rathway Trucking,
for amendment to his contract carrier
permit, which grants the right, inter
alia, to transport by motor vehicle,
property, for Burrell Group, Inc.,
Burrell Construction and Supply
Company, Standard Terminals, Inc.,
Burrell Trucking, Inc., and Penn
Builders Supply Company, between
points in Pennsylvania; subject
to the following condition: That
no right, power or privilege is
granted to transport petroleum
products in bulk, in tank vehicles:
SO AS TO PERMIT the transportation
of 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.

A-00103854

F. 1

Am-G

Pillar and Mulroy, by John A. Pillar for the applicant.
McNees, Wallace & Nurick, by Herbert R. Nurick for protestant, Samuel J.
Lansberry, Inc.
Wick, Rich, Fluke & Streiff, by Henry M. Wick, Jr., for protestant,
Smith Truck Service, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission by an application
filed on February 17, 1987, and published in the Pennsylvania Bulletin
of March 7, 1987. Two carriers protested the application but each

withdrew upon reconsideration of their interest in the matter. The record is now certified to the Commission for its decision without oral hearing. A verified statement was submitted by the applicant.

Edward R. Rathway is the sole owner of Edward R. Rathway Trucking (or applicant) and has submitted a verified statement. He conducts business from a terminal and general office located at R.D. 2, Perryopolis, Fayette County. He is not affiliated with any other carrier. His wife owns her own trucking business known as Anne Louise Rathway, t/d/b/a A. L. R. Trucking which holds common carrier authority at A-00105382.

The applicant currently holds a contract carrier permit from this Commission under which he serves several shippers in Pennsylvania. He holds an I.C.C. contract carrier permit which authorizes him to serve the shipper named in this application. There will be no duplication of authority resulting from the approval of the application.

The applicant owns six tractors, six dump trailers and seven tri-axle dump trucks. An additional 15 to 30 dump vehicles are leased on long-term arrangements as needed. He employs 13 full-time drivers who perform regular servicing and safety checks to insure safe operating condition. A strict safety program is administered.

An unaudited balance sheet indicates that as of December 31, 1986, the applicant had current assets of \$85,383, total assets of \$702,951, with current liabilities of \$211,932 and total liabilities of \$441,952, leaving proprietor's equity of \$260,999. An unaudited statement of income for 1986, reveals that from revenues of \$1,862,722, the applicant incurred expenses of \$1,822,172, resulting in a net operating income of \$40,550.

The shipper, Russell Minerals-Fayette, Inc., maintains facilities which are located partly in Fayette and Westmoreland Counties, from which it ships sand, gravel, coal, coke, lime, rock and other bulk commodities on a daily basis. The applicant will dedicate certain vehicles to the service and will haul to points such as Pittsburgh, Beaver Falls, Erie, Monaca, Homer City, Cheswick, Charleroi and Donora, among others. Inbound service will be provided from suppliers, stone quarries and coal tipples throughout western Pennsylvania.

DISCUSSION AND FINDINGS

Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking, seeks to amend his contract carrier permit so that he will have the right to transport property, in bulk in dump vehicles, under continuous contract with Russell Minerals-Fayette, Inc., from its facilities located in Fayette and Westmoreland Counties, to points in Pennsylvania, and vice versa.

The applicant has been providing contract carrier services in Pennsylvania, primarily as a hauler of commodities in bulk for the past six years. The service he seeks to provide here is similar and there is nothing in the record to give reason to deny him the right to render it.

The record is devoid of a copy of a bilateral contract between the applicant and the shipper as required by the provisions contained at 52 Pa. Code §31.45 and 66 Pa. C.S. §2506. The right to begin to render any service granted herein is contingent upon our receipt of same.

We find:

1. That the applicant is fit, ready, willing and able to render the proposed service.

2. That approval of the application is in the public interest and will not interfere with the safety and regulation of motor common carriers; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved and that the permit issued to the applicant on July 27, 1982, as amended, be further amended to include the following right:

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

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of a copy of a bilateral contract between himself and the shipper, and a schedule of minimum rates and charges.

IT IS FURTHER ORDERED: That in the event the applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

BY THE COMMISSION,


Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: September 17, 1987

ORDER ENTERED: SEP 23 1987

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held September 17, 1987

Commissioners Present:

Bill Shane, Chairman
Linda C. Taliaferro
Frank Fischl
William H. Smith

Application of Edward R. Rathway,
t/d/b/a Edward R. Rathway Trucking,
for amendment to his contract
carrier permit, which grants the
right, inter alia, to transport by
motor vehicle, coal, for R. P. Suto
Coal and Minerals, Inc., between
points in Pennsylvania: SO AS TO
PERMIT the transportation of
(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 Marquis Mining
Corp. and J. M. Adams Coal, between
points in Pennsylvania.

A-00103854
F. 1
Am-H

Pillar and Mulroy, by John A. Pillar for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission by an application filed on April 13, 1987, and published in the Pennsylvania Bulletin of May 2, 1987. No one has protested the application and the record is now certified to the Commission for its decision without oral hearing. A verified statement was submitted by the applicant.

Edward R. Rathway is the sole owner of Edward R. Rathway Trucking (or applicant) and has entered a verified statement. He conducts business from a terminal and general office located at R.D. 2, Perryopolis, Fayette County. He is not affiliated with any other carrier. His wife owns her own trucking business known as Anne Louise

Rathway, t/d/b/a A. L. R. Trucking which holds common carrier authority at A-00105382.

The applicant currently holds a contract carrier permit from this Commission under which he serves several shippers in Pennsylvania. He holds an ICC contract carrier permit which authorizes him to serve the shippers named in this application. There will be no duplication of authority resulting from the approval of the application.

The applicant owns six tractors, six dump trailers and seven tri-axle dump trucks. An additional 15 to 30 dump vehicles are leased on long-term basis as needed. He employs 13 full-time drivers who perform regular servicing and safety checks of the equipment to ensure safe operating condition. A very strict safety program is administered.

An unaudited balance sheet indicates that as of December 31, 1986, the applicant had current assets of \$85,383, total assets of \$702,951, with current liabilities of \$211,932 and total liabilities of \$441,952, leaving proprietor's equity of \$260,999. An unaudited statement of income for 1986, reveals that from revenues of \$1,862,722, the applicant incurred expenses of \$1,822,172, resulting in a net operating income of \$40,550.

Relative to the right proposed at (1), Purco Coal, Inc., and Sunshine Fuels Company are commonly owned companies that operate strip mines near Normalville and Chalk Hill in Westmoreland and Fayette Counties. They ship coal and coke to power plants, foundries and other commercial businesses daily. Representative destinations include Erie, Homer City, Sharon, Indiana, Pittsburgh and Butler, among others.

In the right proposed at (2), the applicant would serve Marquis Mining Corp., which has a coal and coke producing site near Mt. Pleasant, Westmoreland County, and also plans to buy coal from other areas of Pennsylvania. The second shipper, J. M. Adams Coal, is a coal broker who buys coal at Donora, Washington County and Finleyville, Allegheny County, and ships to Homer City at present. It has also purchased coal in Fayette, Greene, Indiana, Allegheny, Washington and Westmoreland Counties, and plans to ship to points throughout Pennsylvania, including Scranton, Harrisburg, Philadelphia, Pittsburgh and Erie.

DISCUSSION AND FINDINGS

Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking seeks to amend his contract carrier permit so that he will have the right to transport coal and coke under continuous contract with four specifically named shippers. The applicant has been providing contract carrier services in Pennsylvania, primarily as a hauler of commodities in bulk for the past six years. The service he seeks to provide here is similar and there is nothing in the record to give reason to deny him the right to render it.

The record does not contain copies of contracts between the applicant and any of the named shippers as required at 52 Pa. Code §31.45 and 66 Pa. C.S. §2506. The right to begin to render service under the authority granted herein is contingent upon our receipt of same.

We find:

1. That the applicant is fit, ready, willing and able to render the proposed service.

2. That approval of the application is in the public interest and will not interfere with the safety and regulation of motor common carriers; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved and that the permit issued to the applicant on July 27, 1982, as amended, be further amended to include the following rights:

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

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of copies of bilateral contracts between himself and each of the shippers, and a schedule of minimum rates and charges.

IT IS FURTHER ORDERED: That in the event the applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That the authority granted herein to the extent that it duplicates authority now held by or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

BY THE COMMISSION,


Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: September 17, 1987

ORDER ENTERED: SEP 24 1987

EDWARD R. RATHWAY TRUCKING

R. D. 2, BOX 174
PERRYOPOLIS, PA. 15678

1987	Western Star	2WLPCCH9HK918054	CY31661
1987	Western Star	2WLPCJG6HK916613	93531CF
1986	Western Star	2WLPCCH6GK916325	CZ26055
1985	Western Star	2WKPDCCG4FK912944	CT94745
1985	Western Star	2WKPDCCG4FK912880	76384CB
1985	Western Star	2WLNCCJGOFK913131	93532CF
1983	Kenworth	1XKWD29X7DS314415	96959CJ
1982	Kenworth	1XKKDB9X8CJ297045	CM14209
1981	Autocar	1WBRCCCF9BU093213	93538CF
1981	Autocar	1WBRCCCF9BU093212	93539CF
1976	Autocar	QOIFTGH078569	YC80473
1974	White	817251	28678CH

Trailers

1985	Cobra	1C9FA34C5F1133511	TM64986
1985	Cobra	1C9FA34C6F1133582	TM76705
1984	Cobra	1C9DA33C2E1133440	TJ75286
1984	Cobra	1C9DA33C9E1133356	TB71049
1983	East	1E1D2R383DRC05269	TA80148
1983	Cobra	1C9DA33C5D1133326	TJ75247
1983	Cobra	1C9DA32B7D1133315	TJ75241
1982	Cobra	CDA82121245	TC23149
1981	Cobra	CDA81041196	TC20151
1981	Cobra	CDS81081141	TC20132
1981	Cobra	CDS81021187	TK33911
1981	Cobra	CDA81071219	TC23179
1979	TiBrook	7933963397	TH94354
1975	City	TS2405408PA	TN20283

BALANCE
(SEE ACCOUNTANT'S --

SHEET
COMPILATION REPORT)

EDWARD R.
(A

RATHWAY TRUCKING
PROPRIETORSHIP)

December

31, 1986

ASSETS

LIABILITIES AND PROPRIETOR'S EQUITY

\$ 413.53
84,969.00

CURRENT LIABILITIES

Demand note payable to bank
Notes payable, current portion

\$ 10,979.19
200,952.19

TOTAL CURRENT ASSETS

85,382.53

TOTAL CURRENT LIABILITIES

211,931.38

EQUIPMENT, at cost

\$ 17,906.04
30,000.00
239,965.77
28,352.43
965,619.10

LONG-TERM DEBT

Notes payable
Less amount classified as current

\$430,971.75
200,952.19

230,019.56

Depreciation

1,281,843.34
574,274.70

507,568.64
10,000.00

PROPRIETOR'S EQUITY

261,000.23

\$702,951.17
=====

\$702,951.17
=====

STATEMENT OF INCOME (LOSS) AND PROPRIETOR'S EQUITY
(SEE ACCOUNTANT'S COMPILATION REPORT)

EDWARD R. RATHWAY TRUCKING
(A PROPRIETORSHIP)

For the year ended December 31, 1986

INCOME

Hauling		\$1,838,431.59
Rental		24,290.53

	GROSS INCOME	1,862,722.12
--	--------------	--------------

EXPENSE

Hired trucks	\$670,100.47	
Payroll	247,850.69	
Depreciation	197,433.77	
Fuel, gas & oil	134,490.96	
Insurance	131,909.45	
Taxes	115,632.10	
Interest	70,014.99	
Repairs	68,911.44	
Parts	49,582.50	
License & tolls	39,612.47	
Other operating expenses	96,632.69	1,822,171.53

	OPERATING LOSS	40,550.59
--	----------------	-----------

OTHER INCOME

Gain on sale of equipment		46,584.98

	NET INCOME	87,135.57
--	------------	-----------

Proprietor's equity of		
January 1, 1986	301,642.12	
Less - withdrawals	127,777.46	173,864.66

	PROPRIETOR'S EQUITY AT DECEMBER 31, 1986	\$ 261,000.23

Substantially all disclosures required by generally accepted accounting principals have been omitted from these financial statements.

EDWARD R. RATHWAY TRUCKING, INC.

List of Corporate Officers and Stockholders

Stockholders

Edward R. Rathway
R.D. 2, Box 174
Perryopolis, PA 15473

Anne Louise Rathway
R.D. 2, Box 174
Perryopolis, PA 15473

Officers

Edward R. Rathway, President
R.D. 2, Box 174
Perryopolis, PA 15473

Anne Louise Rathway - Secretary/Treasurer
R.D. 2, Box 174
Perryopolis, PA 15473

ARTICLES OF INCORPORATION
(PREPARE IN TRIPLICATE)

PLEASE INDICATE (CHECK ONE) TYPE CORPORATION:

- DOMESTIC BUSINESS CORPORATION
- DOMESTIC BUSINESS CORPORATION
A CLOSE CORPORATION - COMPLETE BACK
- DOMESTIC PROFESSIONAL CORPORATION
ENTER BOARD LICENSE NO.

FEE
\$75.00

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE - CORPORATION BUREAU
308 NORTH OFFICE BUILDING, HARRISBURG, PA 17120

010 NAME OF CORPORATION (MUST CONTAIN A CORPORATE INDICATOR UNLESS EXEMPT UNDER 15 P.S. 2908 B)
EDWARD R. RATHWAY TRUCKING, INC.

011 ADDRESS OF REGISTERED OFFICE IN PENNSYLVANIA (P.O. BOX NUMBER NOT ACCEPTABLE)
 R. D. 2, Box 174 Fayette Pennsylvania 15473
 012 CITY 033 COUNTY 013 STATE 064 ZIP CODE
 Perryopolis 26

050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION

The corporation shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Business Corporation Law, and for these purposes to have, possess and enjoy all the rights, benefits and privileges of said Act of Assembly.

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

The Aggregate Number Shares, Classes of Shares and Par Value of Shares Which the Corporation Shall have Authority to Issue:

040 Number and Class of Shares 50,000 common	041 Stated Par Value Per Share if Any \$1/share	042 Total Authorized Capital \$50,000	031 Term of Existence perpetual
---	--	--	------------------------------------

The Name and Address of Each Incorporator, and the Number and Class of Shares Subscribed to by each Incorporator

060 Name	061, 062 063, 064 Address (Street, City, State, Zip Code)	Number & Class of Shares
Edward R. Rathway	R.D. 2, Box 174, Perryopolis, PA 15473	1
(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)		

IN TESTIMONY WHEREOF, THE INCORPORATOR (S) HAS (HAVE) SIGNED AND SEALED THE ARTICLES OF INCORPORATION
THIS 1st DAY OF March 1988

Edward R. Rathway
Edward R. Rathway

- FOR OFFICE USE ONLY -

030 FILED MAR 7 1988 <i>James J. Hoyt</i> Secretary of the Commonwealth Department of State Commonwealth of Pennsylvania	002 CODE	003 REV BOX	SEQUENTIAL NO. 9272	100 MICROFILM NUMBER 88181721
	REVIEWED BY	004 SIC	AMOUNT \$ 75	001 CORPORATION NUMBER 1025112
	DATE APPROVED	CERTIFY TO	INPUT BY JK 3/22	LOG IN
	DATE REJECTED	<input type="checkbox"/> REV.	VERIFIED BY	LOG IN (REFILE)
	MAILED BY DATE	<input type="checkbox"/> L & I		LOG OUT
	<input type="checkbox"/> OTHER		LOG OUT (REFILE)	

1. The following provisions shall regulate the status of the corporation as a close corporation:

(a) (Strike out(i) or (ii) below, whichever is not applicable.)

(i) All of the issued shares of the corporation of all classes, exclusive of treasury shares, shall be held of record by not more than _____ persons.
(NUMBER NOT TO EXCEED 30)

(ii) All of the issued shares of the corporation of all classes, exclusive of treasury shares, shall be held of record by not more than the smaller of (ten) fifteen "shareholders" within the meaning of Subchapter S of the Internal Revenue Code of 1954, as amended, or 30 persons.

(b) All of the issued shares of all classes of the corporation shall be subject to one or more of the restrictions on transfer permitted by section 613.1 of the Business Corporation Law (15 P.S. § 1613.1).

(c) The corporation shall make no offering of any of its shares of any class which would constitute a "public offering" within the meaning of the Securities Act of 1933, as amended.

2. (Optional: BCL § 372B) A person (other than an estate) who is not an "individual" or who is a "non-resident alien," in either case within the meaning of the Internal Revenue Code of 1954, as amended ("Code"), shall not be entitled to be a holder of record of shares of the corporation. Only a person whose consent is currently in effect to the election of the corporation to be treated as an electing small business corporation under Subchapter S of the Code and a shareholder who has not affirmatively refused to consent to the election within sixty days after he acquires his stock, shall be entitled to be a holder of record of shares of the corporation.

3. (Optional: BCL § 382) The business and affairs of the corporation shall be managed by the shareholders of the corporation rather than by a board of directors.

4. (Optional: § 376B) The status of the corporation as a "close corporation" within the meaning of the Business Corporation Law shall not be terminated without the affirmative vote or written consent of (all holders of) (shareholders holding _____ of the) shares of all classes of the corporation.
(FRACTION AT LEAST TWO-THIRDS)

5. (Optional: BCL § 384B) (Any shareholder) (shareholders holding _____ of the shares) of the corporation may apply for the appointment of a provisional director of the corporation in the manner and upon the circumstances provided by statute.
(FRACTION)

6. (Optional: BCL § 386) (Any shareholder) (shareholders holding _____ of the shares) of the corporation shall have the right at will to cause the corporation to be dissolved by proceeding in the manner provided by statute.
(FRACTION)

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Commonwealth of Pennsylvania
Department of State

88181722



CERTIFICATE OF INCORPORATION

Office of the Secretary of the Commonwealth

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Laws of the Commonwealth, the Secretary of the Commonwealth is authorized and required to issue a "Certificate of Incorporation" evidencing the incorporation of an entity.

Whereas, The stipulations and conditions of the Law have been fully complied with by

EDWARD R. RATHWAY TRUCKING, INC.

Therefore, Know Ye, That subject to the Constitution of this Commonwealth, and under the authority of the Laws thereof, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, declare and certify the creation, erection and incorporation of the above in deed and in law by the name chosen hereinbefore specified.

Such corporation shall have and enjoy and shall be subject to all the powers, duties, requirements, and restrictions, specified and enjoined in and by the applicable laws of this Commonwealth.



Given under my Hand and the Great Seal of the Commonwealth,
at the City of Harrisburg, this 7th day
of March in the year of our
Lord one thousand nine hundred and eighty-eight
and of the Commonwealth the two hundred twelfth

James J. Blayney
Secretary of the Commonwealth

1025112

JOHN A PILLAR ESQ
SUITE 700
312 BLVD OF THE ALLIES
PITTSBURGH, PA 15222

AGREEMENT

THIS AGREEMENT is made this 23 day of July, 1985, between EDWARD R. RATHWAY, d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), an individual of Perryopolis, PA, and BURRELL GROUP, INC., (Shipper), a Pennsylvania corporation of New Kensington, PA.

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-103584, F.1, Am-E, as follows:

To transport, as a contract carrier, by motor vehicle, property, for Burrell Group, Inc. and Subsidiaries, between points in Pennsylvania.

Subject to the following condition:

That no right, power or privilege is granted to transport petroleum products, in bulk, in tank vehicles.

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 tend 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, 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. P.U.C. 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.

WITNESS:

EDWARD R. RATHWAY, d/b/a
EDWARD R. RATHWAY TRUCKING (Carrier)

Kevin W. Wall

By: Edward R. Rathway
BURRELL GROUP, INC. (Shipper)

ATTEST:

J

By: Reid E. Rotzler
Reid E. Rotzler

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A-103854, F1, Am-E

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MAR 07 1985

MAR- 7 1985

AGREEMENT

Non-Rail Transportation
Public Utility Comm.

SECRETARY'S OFFICE
Public Utility Commission

THIS AGREEMENT is made this 25 day of February, 1985, between EDWARD R. RATHWAY, d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), an individual of Perryopolis, PA, and BURRELL GROUP, INC., (Shipper), a Pennsylvania corporation of New Kensington, PA.

I. PREMISES

1. Carrier has requested authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-103584, F.1, Am-E, as follows:

To transport, as a contract carrier, by motor vehicle, property, for Burrell Group, Inc. and Subsidiaries, 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 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

DOCUMENT
FOLDER

the PUC, and designated Contract Pa. P.U.C. 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.

WITNESS:

EDWARD R. RATHWAY, d/b/a
EDWARD R. RATHWAY TRUCKING (Carrier)

Kerin Whall

By: Edward R. Rathway

ATTEST:

~~BURRELL CONSTRUCTION &~~ Burrell Group, Inc.
~~SUPPLY CO.~~ (Shipper)

Kerin Whall

By: Reid E. Rotzler
Reid E. Rotzler

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AGREEMENT

JAN- 9 1985
SECRETARY'S OFFICE

THIS AGREEMENT is made this 10th day of May 1984, between

EDWARD R. RATHWAY, d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), an individual of Perryopolis, PA, and INTERCARBON COAL COMPANY (Shipper), a Pennsylvania corporation of Somerset, PA.

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-103584, F.1, Am-D, as follows:

To transport, as a contract carrier, by motor vehicle, coal, for Intercarbon Coal Company, between points in Pennsylvania; subject to the following condition: no right, power or privilege is granted to provide service to, from or between points in the County of Somerset, except for shipments originating at the Borough of Donora, Washington County, destined to the Borough of Hooversville, Somerset County.

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 ICC, 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 above written.

WITNESS:

EDWARD R. RATHWAY d/b/a
EDWARD R. RATHWAY TRUCKING
(Carrier)

Kenn W. Wall

By: *Edward R. Rathway*

ATTEST:

INTERCARBON COAL COMPANY
(Shipper)

A. H. [Signature]

By: *William D. [Signature]*

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FEB 10 1984

AGREEMENT

FEB 6 - 1984
SECRETARY'S OFFICE
Public Utility Commission

Non Rail Transportation
Public Utility

THIS AGREEMENT is made this 30th day of September, 1983,

between EDWARD R. RATHWAY, an individual d/b/a EDWARD R. RATHWAY TRUCKING (Carrier) of Perryopolis, PA, and R. P. SUTO COAL & MINERALS, INC. (Shipper), a Pennsylvania corporation of Homestead, PA.

I. PREMISES

1. Carrier has requested authority from the Pennsylvania Public Utility Commission (PUC) at Docket A.103854 as follows:

To transport, as a contract carrier, by motor vehicle, coal, for R. P. Suto Coal & Minerals, Inc., between points in Pennsylvania.

2. Shipper desires to use the service 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 One shipment during each week 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

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APPLICATION DOCKET
FEB 8 1984
ENTRY No. ms

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 above written.

WITNESS:

EDWARD R. RATHWAY d/b/a
EDWARD R. RATHWAY TRUCKING (Carrier)

Kevin Whall

By: Edward R. Rathway

ATTEST:

R. P. SUTO COAL & MINERALS, INC.
(Shipper)

Kevin Whall

By: Rudolph P. Suto (president)

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AUG 23 1983

Non-Rail Transportation
Public Utility Comm.

AGREEMENT

RECEIVED

AUG 23 1983

SECRETARY'S OFFICE
Public Utility Commission

THIS AGREEMENT is made this 2nd day of November, 1982, between EDWARD R. RATHWAY, an individual d/b/a EDWARD R. RATHWAY TRUCKING (Carrier) of Perryopolis, PA, and NORTHBROOK MINING, INC. (Shipper), a Pennsylvania corporation of Belle Vernon, PA.

I. PREMISES

1. Carrier has requested authority from the Pennsylvania Public Utility Commission (PUC) at Docket A.103854 as follows:

To transport, as a contract carrier, by motor vehicle, coal, for Northbrook Mining, Inc., between points in Pennsylvania.

2. Shipper desires to use the service 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 one shipment during each week 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

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in Carrier's currently effective schedule of rates on file with the PUC, and designated Contract Pa. PUC No. 3 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 above written.

WITNESS:

EDWARD R. RATHWAY d/b/a
EDWARD R. RATHWAY TRUCKING (Carrier)

Edward R. Rathway

By: Edward R. Rathway
NORTHBROOK MINING, INC. (Shipper)

ATTEST:

Master Miner

By: [Signature]

RECEIVED

MAR 24 1983

AGREEMENT

Non-Rail Transportation
Public Utility Comm.

THIS AGREEMENT is made this 11th day of March,

1983, between EDWARD R. RATHWAY, an individual d/b/a EDWARD R. RATHWAY TRUCKING (Carrier) of Perryopolis, PA, and TRI STATE PALLET & REPAIR, INC. (Shipper), a corporation, of Fairhope, Fayette County, PA.

I. PREMISES

1. Carrier has received authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A.103854, F.1, Am-A, as follows:

To transport, as a contract carrier, property, for Tri State Pallet & Repair, Inc. between points in the Borough of Fairhope, Fayette County, and from points in said Borough, to points in Pennsylvania, and vice versa.

2. Shipper desires to use the service 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 one shipment during each week 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

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MAR 30 1983
ENTRY No. 110

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 above written.

WITNESS:

EDWARD R. RATHWAY d/b/a
EDWARD R. RATHWAY TRUCKING (Carrier)

Kerrin W. Walk

Edward R. Rathway

ATTEST:

TRI STATE PALLET & REPAIR, INC.
(Shipper)

Kerrin W. Walk

By: Allen J. Temple

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AUG 14 1985

New-Entrant Transportation
Public Utility Comm.

AGREEMENT

THIS AGREEMENT is made this 23 day of July, 1985, between EDWARD R. RATHWAY, d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), an individual of Perryopolis, PA, and STANDARD TERMINALS, INC., (Shipper), a Pennsylvania corporation of New Kensington, PA.

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-103584, F.1, Am-E, as follows:

To transport, as a contract carrier, by motor vehicle, property, for Standard Terminals, Inc. and Subsidiaries, between points in Pennsylvania.

Subject to the following condition:

That no right, power or privilege is granted to transport petroleum products, in bulk, in tank vehicles.

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 tend 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, 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. P.U.C. 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.

WITNESS:

EDWARD R. RATHWAY, d/b/a
EDWARD R. RATHWAY TRUCKING (Carrier)

Kevin Whahl

By: Edward R. Rathway

ATTEST:

STANDARD TERMINALS, INC. (Shipper)

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By: Reid E. Rotzler

AGREEMENT

THIS AGREEMENT is made this 23 day of July, 1985, between EDWARD R. RATHWAY, d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), an individual of Perryopolis, PA, and PENN BUILDERS SUPPLY COMPANY, (Shipper), a Pennsylvania corporation of New Kensington, PA.

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-103584, F.1, Am-E, as follows:

To transport, as a contract carrier, by motor vehicle, property, for Penn Builders Supply Company and Subsidiaries, between points in Pennsylvania.

Subject to the following condition:

That no right, power or privilege is granted to transport petroleum products, in bulk, in tank vehicles.

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 tend 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, 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. P.U.C. 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.

WITNESS:

EDWARD R. RATHWAY, d/b/a
EDWARD R. RATHWAY TRUCKING (Carrier)

Karin Walsh

By: Edward R. Rathway

ATTEST:
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PENN BUILDERS SUPPLY
COMPANY (Shipper)

By: Reid E. Rotler

AGREEMENT

THIS AGREEMENT is made this 23 day of July, 1985, between EDWARD R. RATHWAY, d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), an individual of Perryopolis, PA, and BURRELL CONSTRUCTION AND SUPPLY COMPANY, (Shipper), a Pennsylvania corporation of New Kensington, PA.

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-103584, P.1, Am-E, as follows:

To transport, as a contract carrier, by motor vehicle, property, for Burrell Construction and Supply Company and Subsidiaries, between points in Pennsylvania.

Subject to the following condition:

That no right, power or privilege is granted to transport petroleum products, in bulk, in tank vehicles.

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 tend 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, 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. P.U.C. 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.

WITNESS:

EDWARD R. RATHWAY, d/b/a
EDWARD R. RATHWAY TRUCKING (Carrier)

Kevin W. Wall

By: Edward R. Rathway

ATTEST:

BURRELL CONSTRUCTION AND
SUPPLY COMPANY (Shipper)

↓

By: Reid E. Rotzler

AGREEMENT

THIS AGREEMENT is made this 23 day of July, 1985, between EDWARD R. RATHWAY, d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), an individual of Perryopolis, PA, and BURRELL TRUCKING, INC., (Shipper), a Pennsylvania corporation of New Kensington, PA.

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-103584, P.1, Am-E, as follows:

To transport, as a contract carrier, by motor vehicle, property, for Burrell Trucking, Inc. and Subsidiaries, between points in Pennsylvania.

Subject to the following condition:

That no right, power or privilege is granted to transport petroleum products, in bulk, in tank vehicles.

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 tend 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, 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. P.U.C. 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.

WITNESS:

EDWARD R. RATHWAY, d/b/a
EDWARD R. RATHWAY TRUCKING (Carrier)

Kevin W Wahl
ATTEST: ↓

By: Edward R Rathway
BURRELL TRUCKING, INC. (Shipper)

By: Reid E. Rotzler

AGREEMENT

THIS AGREEMENT is made this 11 day of November, 1981, between EDWARD R. RATHWAY, an individual d/b/a EDWARD R. RATHWAY TRUCKING (Carrier) of Perryopolis, PA and NORTHBROOK MINING COMPANY (Shipper), a corporation.

I. PREMISES

1. Carrier has requested authority from the Pennsylvania Public Utility Commission (PUC) at Docket A. 101854 as follows:

To transport, as a contract carrier, by motor vehicle, coal, for the account of Northbrook Mining Company, between points in the Counties of Fayette, Greene, Indiana, Washington and Westmoreland; provided that no right, power or privilege is granted to transport coal less than twenty-five (25) miles from point of origin to point of destination.

2. Shipper desires to use the service 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 one shipment during each week 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

AGREEMENT

THIS AGREEMENT is made this 5 day of December, 1986, between EDWARD R. RATHWAY, t/d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), of Perryopolis, Pennsylvania 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-00103854 as follows:

To transport, as a contract carrier, 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 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.

WITNESS:

EDWARD R. RATHWAY, t/d/b/a
EDWARD R. RATHWAY TRUCKING
(Carrier)

By: Edward R. Rathway

ATTEST:

MATT CANESTRALE CONTRACTING,
INC. (Shipper)

By: Matt Canestrale Secy

AGREEMENT

THIS AGREEMENT is made this 23rd day of July, 1987, between EDWARD R. RATHWAY, t/d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), of Perryopolis, Pennsylvania, and SUNSHINE FUELS COMPANY (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00103854, Folder 1, Am-H, 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 Marquis 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 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.

AGREEMENT

THIS AGREEMENT is made this 23rd day of July, 1987, between EDWARD R. RATHWAY, t/d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), of Perryopolis, Pennsylvania, and PURCO COAL, INC. (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00103854, Folder 1, Am-H, 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 Marquis 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

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.

WITNESS:

EDWARD R. RATHWAY, t/d/b/a
EDWARD R. RATHWAY TRUCKING
(Carrier)

[Handwritten Signature]

By: *[Handwritten Signature]*

ATTEST:

PURCO COAL, INC. (Shipper)

Eleanor J. Porcye

By: *[Handwritten Signature]*

AGREEMENT

THIS AGREEMENT is made this 23rd day of July, 1987, between EDWARD R. RATHWAY, t/d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), of Perryopolis, Pennsylvania, 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-00103854, Folder 1, Am-H, 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 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.

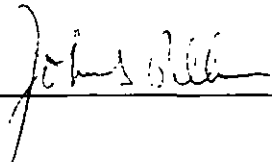
5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

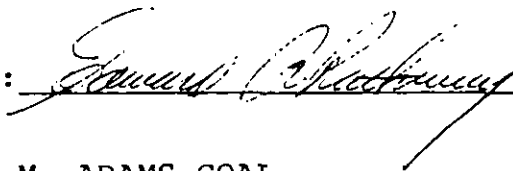
6. This Agreement shall be binding upon the successors, assigns, administrators, and executors of the parties hereto.

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.

WITNESS:

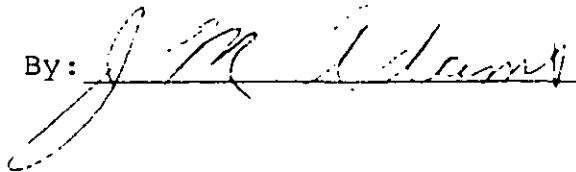
EDWARD R. RATHWAY, t/d/b/a
EDWARD R. RATHWAY TRUCKING
(Carrier)



By: 

ATTEST:

J. M. ADAMS COAL
(Shipper)

By: 

AGREEMENT

THIS AGREEMENT is made this 23rd day of July, 1987, between EDWARD R. RATHWAY, t/d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), of Perryopolis, Pennsylvania, and MARQUISE MINING CORP. (Shipper).

I. PREMISES

1. Carrier has been granted authority from the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00103854, Folder 1, Am-H, 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 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.

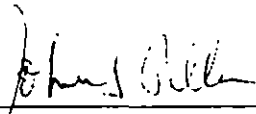
5. This Agreement constitutes the entire agreement between the parties and cancels or replaces any other Agreement or arrangement heretofore in existence.

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.

WITNESS:

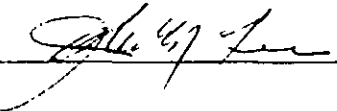
EDWARD R. RATHWAY, t/d/b/a
EDWARD R. RATHWAY TRUCKING
(Carrier)



BY: 

ATTEST:

MARQUISE MINING CORP.
(Shipper)

BY: 

AGREEMENT

THIS AGREEMENT is made this 16 day of June, 1987, between EDWARD R. RATHWAY, t/d/b/a EDWARD R. RATHWAY TRUCKING (Carrier), of Perryopolis, Pennsylvania, 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-00103854, Folder 1, Am-G, 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,

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.

WITNESS:

EDWARD R. RATHWAY, t/d/b/a
EDWARD R. RATHWAY TRUCKING
(Carrier)

By: Edward R. Rathway

ATTEST:

RUSSELL MINERALS-
FAYETTE, INC. (Shipper)

By: [Signature]

May 13, 1988

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:

Acknowledgement is made of an application filed by you on behalf of Edward R. Rathway Trucking, Inc. for the rights of Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before June 6, 1988. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking will continue to render the service covered by his certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of May 14, 1988.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:11

cc: Applicant
R.D. 2, Box 174
Perryopolis, PA 15473

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
MAY 13 1988
ENTRY No. *11*

A-00108100 EDWARD R. RATHWAY TRUCKING, INC. (R.D. 2, Box 174, Perryopolis, Fayette County, PA 15473), a corporation of the Commonwealth of Pennsylvania - contract carrier - (1) coal for Northbrook Mining, Inc., between points in the counties of Fayette, Greene, Indiana, Washington and Westmoreland; subject to the following condition: That no right, power or privilege is granted to transport coal less than twenty-five (25) miles from the point of origin to point of destination; (2) property, for Tri-State Pallet & Repair, Inc., between points in the borough of Fairhope, Fayette County, and from points in said borough, to points in Pennsylvania and vice versa; (3) coal as a contract carrier, for Northbrook Mining, Inc., between points in Pennsylvania; (4) coal, for R. P. Suto Coal and Minerals, Inc., between points in Pennsylvania; (5) coal, for Intercarbon Coal Company, between points in Pennsylvania; subject to the following condition: That no right, power or privilege is granted to provide service to, from or between points in the county of Somerset except for shipments originating at the borough of Donora, Washington County, destined to the borough of Hooversville, Somerset County; (6) property, for Burrell Group, Inc., Burrell Construction and Supply Company, Standard Terminals, Inc., Burrell Trucking, Inc. and Penn Builders Supply Company, between points in Pennsylvania; subject to the following condition: That no right, power or privilege is granted to transport petroleum products in bulk, in tank vehicles; (7) property, in bulk, in dump vehicles, for Matt Canestrone Contracting, Inc., between points in the counties of Washington and Westmoreland, and from points in said counties to point in Pennsylvania, and vice versa; (8) property, in bulk in dump vehicles, for Russell Minerals-Fayette, Inc., from its facilities located in the counties of Fayette and Westmoreland, to points in Pennsylvania, and vice versa; (9) coal and coke, for Purco Coal, Inc., and Sunshine Fuels Company, between points in the counties of Fayette and Westmoreland, and from points in said counties to points in Pennsylvania and vice versa; and (10) coal and coke, for Marquis Mining Corp., and J. M. Adams Coal, between points in Pennsylvania; which is to be a transfer of the rights authorized under the permit issued at A-00103854, to Edward R. Rathway, t/d/b/a Edward R. Rathway Trucking, subject to the same limitations and conditions. Attorney: John A. Pillar, Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

MAY 14 1988

DATE _____ SERVICE _____

BUREAU OF TRANSPORTATION
CONTRACT CARRIER
MAY 1988

A-00108100

Application of Edward R. Rathway Trucking, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a contract carrier, by motor vehicle, (1) coal for Northbrook Mining, Inc., between points in the counties of Fayette, Greene, Indiana, Washington and Westmoreland; subject to the following condition: That no right, power or privilege is granted to transport coal less than twenty-five (25) miles from the point of origin to point of destination; (2) property, for Tri-State Pallet & Repair, Inc., between points in the borough of Fairhope, Fayette County, and from points in said borough, to points in Pennsylvania and vice versa; (3) coal as a contract carrier, for Northbrook Mining, Inc., between points in Pennsylvania; (4) coal, for R. P. Suto Coal and Minerals, Inc., between points in Pennsylvania; (5) coal, for Intercarbon Coal Company, between points in Pennsylvania; subject to the following condition: That no right, power or privilege is granted to provide service to, from or between points in the county of Somerset except for shipments originating at the borough of Donora, Washington County, destined to the borough of Hooversville, Somerset County; (6) property, for Burrell Group, Inc., Burrell Construction and Supply Company, Standard Terminals, Inc., Burrell Trucking, Inc. and Penn Builders Supply Company, between points in Pennsylvania; subject to the following condition: That no right, power or privilege is granted to transport petroleum products in bulk, in tank vehicles; (7) property, in bulk, in dump vehicles, for Matt Canestrone Contracting, Inc., between points in the counties of Washington and Westmoreland, and from points in said counties to point in Pennsylvania, and vice versa; (8) property, in bulk in dump vehicles, for Russell Minerals-Fayette, Inc., from its facilities located in the counties of Fayette and Westmoreland, to points in Pennsylvania, and vice versa; (9) coal and coke, for Purco Coal, Inc., and Sunshine Fuels Company, between points in the counties of Fayette and Westmoreland, and from points in said counties to points in Pennsylvania and vice versa; and (10) coal and coke, for Marquis Mining Corp., and J. M. Adams Coal, between points in Pennsylvania; which is to be a transfer of the rights authorized under the permit issued at A-00103854, to Edward R.

NA

JUN - 6 1988

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.

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
MAY 13 1988
ENTRY NO. *de*

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

SERVICE _____

2

Rathway, t/d/b/a Edward R. Rathway Trucking, subject to the same limitations and conditions.

LM:11
5/4/88

Application received: 3/25/88
Application docketed: 5/2/88

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.

Edward R. Rathway Trucking, Inc.
R.D. 2, Box 174
Perryopolis, PA 15473

Date May 24, 1988

PA
RECEIVED
MAY 25 1988

CR 128517 A

In re application of Edward R. Rathway Trucking, Inc.
A-00108100.....\$125.00

DOCKETED
MAY 25 1988

Revenue account 001780-017601-102 (ck)
ck 9273 Checks \$125.00 Currency _____
Utility account 50.26

C. Joseph Meisigner
For Department of Revenue