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SUITE 200, 15 PUBLIC SQUARE  
WILKES-BARRE, PENNSYLVANIA 18701

(717) 824-7739

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CHARLES A. FITZPATRICK, III\*  
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JOSEPH R. BARANKO, JR.  
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EMILY A. ZUZELO  
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(609) 858-3322

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MEDIA, PENNSYLVANIA 19063  
(215) 535-5363

87 NORTH CHURCH STREET  
HAZLETON, PENNSYLVANIA 18201  
(717) 454-5576



ROBERT J. GILLESPIE, SR.  
ISRAEL T. KLAPPER

*Please Reply to Wilkes-Barre*

†ALSO MEMBER NEW JERSEY BAR  
††ALSO MEMBER MASSACHUSETTS BAR  
\*ALSO MEMBER MARYLAND BAR

RECEIVED

AUG 25 1988

August 23, 1988

SECRETARYS OFFICE  
Public Utility Commission

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

Re: J & R Trucking Company

Gentlemen:

Enclosed herewith please find, in triplicate, the application of Joseph Mihalka and Robert Romanski, t/a J & R Trucking Company for the transfer of the common carrier certification of Alfonso V. Mangione. I also enclose a check in the amount of \$200.00 to cover the cost of filing same.

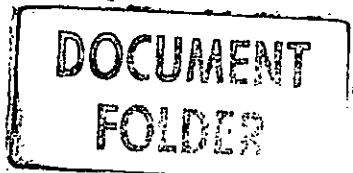
Very truly yours,

*Robert J. Gillespie, Jr.*  
ROBERT J. GILLESPIE, JR.

RJGjr:isw

Enclosures

*9/11 called atty he will send correct amount. fwd*



RECEIVED

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

AUG 25 1988

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

SECRETARY'S OFFICE  
Public Utility Commission

AUG 25 1988

Pa. P. U. C.  
Bureau of Transportation

Application of Joseph Mihalka and Robert Romanski,  
t/a J & R Trucking Company  
(Applicant/Transferee)

for approval of the transfer and to exercise the right  
as a common carrier, described at Docket  
common-contract

No. 88618, Folder No. 2, issued to  
Alfonso V. Mangione  
Transferor

6 PUC Use Only  
Docket No. 108327  
Folder No. \_\_\_\_\_

for transportation of property  
persons-property

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

APPL.   
COMPL.   
MVIC.   
CHECKED BY fmw

- Joseph Mihalka and Robert Romanski  
(Full and correct name of applicant/transferee)
- J & R Trucking Company Co.  
(Trade name, if any)

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

Commonwealth on June 25, 1984 (attach copy of stamped registration form).  
(date)

- 10 Union Street, Inkerman  
(Business Street Address) (P.O. Box, if any)  
Pittston PA 18640 654-2273  
City State Zip Telephone

- Applicant's attorney (for this application) is:  
Robert J. Gillespie, Jr. 200 Bicentennial Building 824-7739  
(Name) (Address) (Telephone)  
Wilkes-Barre, PA 18701

- Any notice, process or order of the PUC should be served upon:  
Joseph Mihalka, 10 Union Street, Inkerman, Pittston, PA 18640  
(Name) (Address)

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

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

- Applicant does not hold Interstate Commerce Commission Authority  
(does or does not)

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

DOCKETED  
SEP 1 1988  
ENTRY No. fmw

DOCUMENT  
FOLDER

BEGINNING

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)

Joseph Mihalka, 406 Suscon Road, Avoca, PA 18641

Robert Romanski, 10 Union Street, Inkerman, Pittston, PA 18640

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

9. 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.

N/A

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 sale of the operating rights:

12. The total amount of consideration to be paid is \$ 150,000.00 and was determined as follows: Operating rights of the Pa. Public Utility Commission - \$50,000.00; operating rights of the Interstate Commerce Commission - \$50,000.00; one International Tractor and one Dorsey Trailer - \$50,000.00 and will be paid as follows: \$15,000.00 at the signing of the Agreement; the balance at the time of approval by the PUC and ICC of the transfer.

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/~~xxxxxxx~~.
  - 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.
  - 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.

Transferee sign here: (Corporate Seal)	<u>Joseph P. Mihalko</u> (each partner must sign) Joseph Mihalko	<u>6/28/88</u> (Date)
	<u>Robert Romanski</u> Robert Romanski	<u>6/28/88</u>
Transferor sign here: (Corporate Seal)	<u>Alfonso V. Mangione</u> Alfonso V. Mangione	<u>6/28/88</u>

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 TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :  
 : ss:  
Luzerne County :

Joseph Mihalka and Robert Romanski 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.

Joseph P. Mihalka Robert Romanski  
Signature of Affiant

Sworn and subscribed before me this 28<sup>th</sup>

day of June 19 88

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

IVY S. WILCKO, Notary Public  
Hazleton, Luzerne County, Pa.  
My Commission Expires January 22, 1990

Ivy S. Wilcko  
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (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 TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :  
 : ss:  
Luzerne County :

Alfonso V. Mangione, 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.

Alfonso V. Mangione  
Signature of Affiant

Sworn and subscribed before me this 28th  
day of June 19 88  
My Commission Expires \_\_\_\_\_

IVY S. WILCKO, Notary Public  
Hazleton, Luzerne County, Pa.  
My Commission Expires January 22, 1990

Ivy S. Wilcko  
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

**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)									
AUTOCAR	1980	Dump	924629591	73280	P5IVRVH01289	375,000	1982	Used	73,000.00	0	73,000.00	8,000.00	65,000.00	65,000.00	NONE
AUTOCAR	1980	Dump	9246709	73280	P5IVRVH09126	225,000	1984	Used	70,000.00	0	70,000.00	8,000.00	62,000.00	65,000.00	NONE
MACK	1981	Dump	9243461	73280	1398	251,000	1982	Used	69,000.00	18,000	78,000.00	10,000.00	68,000.00	68,000.00	NONE
MACK	1984	Dump	4M9570	73280	3121	138,000	1986	Used	70,000.00	0	70,000.00	5,000.00	65,000.00	65,000.00	28,000.00
MACK	1985	Dump	4M1682	73280	3132	225,000	1986	Used	70,000.00	0	70,000.00	5,000.00	65,000.00	65,000.00	28,000.00
MACK	1985	Dump	4V2644	73280	3259	204,000	1986	Used	70,000.00	0	70,000.00	5,000.00	65,000.00	65,000.00	28,000.00
Kenworth	1980	tractor	9243910	80,000	1398	411,000	1984	Used	69,000.00	0	69,000.00	10,000.00	59,000.00	50,000.00	NONE
Peterbilt	1986	tractor	7F859429	80,000	3443	181,000	1988	Used	55,000.00	0	55,000.00	0	55,000.00	65,000.00	NONE
Peterbilt	1986	tractor	7F859600	80,000	4247	179,000	1988	Used	55,000.00	0	55,000.00	0	55,000.00	65,000.00	NONE
Summit	1978	trailer	NONE	68,000	182782853	N/A	1988	Used	25,000.00	0	25,000.00	0	25,000.00	25,000.00	22,500.00
Montone	1980	trailer	NONE	68,000	8012508	N/A	1984	Used	20,000.00	0	20,000.00	0	20,000.00	25,000.00	NONE
Summit	1981	trailer	NONE	68,000	182782853	N/A	1988	Used	25,000.00	0	25,000.00	0	25,000.00	25,000.00	22,500.00
Total columns 10 to 16 inclusive									653,000.00	18,000.00	671,000.00	51,000.00	620,000.00	648,000.00	129,000.00

State who is to assume encumbrance and how it will be satisfied Northeastern Bank of Pennsylvania 28,000.00 @ 3 UNITS: 84,000.00 (monthly Payment)  
FIRSTEASTERN BANK OF PENNSYLVANIA 22,500.00 @ 2 UNITS: 45,000.00 (monthly Payment)

**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)
Total columns C to G inclusive						

State who is to assume encumbrance and how it will be satisfied \_\_\_\_\_

SCHEDULE "C"

STATEMENT OF FINANCIAL CONDITION

ASSETS

Motor vehicle equipment	\$ 607,000.00
Buildings and structures	\$ 125,000.00
Other property	\$ 0
Cash	\$ 65,000.00
Accounts receivable	\$ 72,700.00
Notes receivable	\$ 0
Materials and supplies	\$ 30,000.00
Other assets (attach schedule)	\$ 0
Total Assets	\$ 899,700.00

LIABILITIES

Mortgages payable	\$ 100,000.00
Equipment obligations	\$ 95,000.00
Accounts payable	\$ 0
Notes payable	\$ 50,000.00
Other liabilities (attach schedule)	\$ 0
Reserve for depreciation - motor vehicles	\$ 0
Reserve for depreciation - buildings & structures	\$ 0
Reserve for depreciation - other	\$ 0
Net worth (individual or partnership)	\$ 654,700.00
Capital stock (corporations only)	\$ 0
Surplus (corporations only)	\$ 0
Total Liabilities	\$ 0

AGREEMENT

AGREEMENT made this 21st day of JUNE, 1988,  
by and between ALFONSO V. MANGIONE of Pittston, Luzerne County,  
Pennsylvania, hereinafter called SELLER and

JOSEPH MIHALKA and ROBERT ROMANSKI trading as J & R TRUCKING  
COMPANY, of Jenkins Township, Luzerne County, Pennsylvania,  
hereinafter called BUYERS

1. The Seller agrees to sell, transfer, assign and set  
over to Buyers for the sum of \$150,000.00 (as hereinafter  
allocated) his right, title and interest to the following:

(1) All operating rights as  
granted by the Pennsylvania Public  
Utility Commission, to him under  
Certificate of Public Convenience  
No. 88618 as amended and  
supplemented as set forth in  
Exhibit A attached hereto and made  
part hereof, for the sum of  
\$50,000.00.

(2) All operating rights as  
granted by the Interstate Commerce  
Commission to him under Certificate  
of Public Convenience or Permit  
Numbers MC 143931 Sub.No.1 and MC  
150445 Sub. No.2, 3, 4 and 5, as  
set forth in Exhibit B attached  
hereto and made part hereof, for  
the sum of \$50,000.00.

(3) One international 1976  
Tractor, Engine No. 21661, 5-123-  
D236, Manufacturer's No. D2137FGA-  
17262 and one Dorsey 1988 Trailer,  
Manufacturer's No. IDTD18J21J  
PO24465, for the sum of \$50,000.00.

2. The parties hereto shall execute and file all necessary applications with the Pennsylvania Public Utility Commission and Interstate Commerce Commission or any other documents necessary to accomplish the transfer of the rights and equipment as herein described.

3. The full purchase price of \$150,000.00 shall be paid by Buyers to the Seller as follows:

(1) \$15,000.00 upon execution of this agreement, to be held in escrow by JOSEPH F. SAPORITO, ESQUIRE and ROBERT J. GILLESPIE, JR., ESQUIRE, attorneys for the respective parties, pending approval of transfer of the rights herein described.

(2) \$135,000.00 to be paid (together with the Escrow funds of \$15,000.00) upon approval of the transfer of the aforesaid operating rights of the Seller to the Buyers, both by the Pennsylvania Public Utility Commission and Interstate Commerce Commission.

4. In the event said transfer of operating rights is not approved by the Pennsylvania Public Utility Commission and the Interstate Commerce Commission, then this agreement shall be null, void, and of no effect, and said escrow fund of \$15,000.00 shall be returned to Buyers.

5. It is understood that any sales tax and or assessment levied or otherwise imposed in connection with the

sale and transfer as herein agreed upon shall be paid by the Buyers.


6. This agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of each of the parties hereto.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLER:

 (SEAL)  
ALFONSO V. MANGIONE

BUYERS:

 (SEAL)  
JOSEPH MIHALKA

 (SEAL)  
ROBERT ROMANSKI  
T/A J & R TRUCKING COMPANY

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is made and entered into effective this 18th day of April, 1984, by and between JOSEPH MIHALKA and ROBERT ROMANSKI, whose names, addresses, and interests in the Partnership are listed on EXHIBIT "A", attached hereto and made a part hereof, and who are hereinafter collectively referred to as the PARTNERS.

RECITAL

For and in consideration of the mutual covenants, herein contained, the PARTNERS hereby form and create a general partnership, hereinafter called the PARTNERSHIP, under and pursuant to the Uniform Partnership Act of the Commonwealth of Pennsylvania for the purposes and upon the terms, provisions, and conditions as hereinafter set forth:

ARTICLE I

NAME AND PLACE OF BUSINESS

NAME

1.) The activities and business of the Partnership shall be conducted under the name of JOSEPH MIHALKA and ROBERT ROMANSKI TRUCKING COMPANY, and under such variations of this name as may be necessary to comply with the laws of other states within which the Partnership may do business or make investments.

PLACE OF BUSINESS

1.2) The Principal place of business of the Partnership shall be 10 Union Street, Inkerman, Pittston, Luzerne County, Pennsylvania.

3.) The mailing address of the Partnership shall be 10 Union Street, Inkerman, Pittston, Pennsylvania.

ARTICLE II

PURPOSE OF THE PARTNERSHIP

The purpose of the Partnership shall be to engage in the business of providing hauling and transportation of goods and materials and such other relating businesses as may be agreed to by the PARTNERS.

ARTICLE III

TERM OF PARTNERSHIP

The Partnership shall commence upon execution of this Agreement and shall continue until dissolved by mutual agreement of the Partners.

ARTICLE IV

INITIAL CAPITAL

The initial capital of said Partnership shall be the sum of Sixty-Five Thousand (\$65,000.00) Dollars. Each partner shall contribute Fifty (50%) per cent or Thirty Two Thousand Five HUNDred (\$32,500.00) Dollars of the above amount. A checking account in the name of Joseph Mihalka and Robert Romanski Trucking Company, shall be opened at the Miner's Savings Bank in Dupont, Pennsylvania, and this amount deposited therein.

ARTICLE V

WITHDRAWAL OF CAPITAL

No partner shall withdraw any portion of the capital of the partnership without the written consent of the other Partner, as evidenced by his co-signing of the withdrawal check.

ARTICLE VI

PROFITS AND LOSSES

Any net profit or losses that may accrue to the Partnership shall be distributed to or borne by the Partners in equal proportions or Fifty (50%) percent each.

ARTICLE VII

OWNERSHIP OF PARTNERSHIP PROPERTY

All real or personal property, including all improvements placed or located thereon, acquired by the Partnership, shall be owned by the Partners in equal shares or Fifty (50%) percent, each.

ARTICLE VIII

BOOKS OF ACCOUNTS

At all times during the continuance of the Partnership, the Partners shall keep accurate books of account in which all matters relating to the Partnership, including all income, expenditures, assets, and liabilities, thereof, shall be entered. Said books shall be kept on a cash basis and shall be open to examination by either Partner at any time.

ARTICLE IX

FISCAL YEAR

The Fiscal Year of the Partnership shall end on the 31st day of December each year.

ARTICLE X

ACCOUNTINGS

A complete accounting of the Partnership affairs as of the close of the business on the last day of each month shall be rendered to each Partner within five (5) days after the close of each month. On each such accounting being made, the net profits of the Partnership shall be distributed to the Partners, to the extent agreed upon by the Partners and to the extent that cash is available for such distribution.

ARTICLE XI

TIME DEVOTED TO PARTNERSHIP

Each partner shall devote equal time and attention and use the utmost of his skills and ability in furtherance of the Partnership business.

ARTICLE XII

MANAGEMENT AND AUTHORITY

Each Partner shall have an equal voice in the management of the Partnership and shall have authority to bind the Partnership in making contracts and incurring obligations in the name and on the credit of the firm. However, no Partner shall incur any obligations in the name or on the credit of the firm exceeding One Thousand (\$1000.00) Dollars, without the

written or oral consent of the other Partner. Any obligation incurred in violation of this provision shall be charged to and collected from the individual Partner incurring such obligation.

#### ARTICLE XIII

##### SALARIES OF PARTNERS

The salary of each partner, as compensation for services provided to the Partnership, shall be determined by the mutual consent of the Partners, as from time to time agreed upon.

#### ARTICLE XIV

##### NET PROFITS DEFINED

The term "net profits" as used in this Agreement shall mean the net profits of the Partnership, as determined by generally accepted accounting principals for each accounting period provided for in this Agreement.

#### ARTICLE XV

##### WITHDRAWAL OF PARTNER

Any Partner may withdraw from the Partnership at the end of any accounting period by giving the other Partner, thirty (30) days written notice of his intention to do so.

#### ARTICLE XVI

##### OPTION TO PURCHASE TERMINATED INTEREST

On dissolution of the Partnership by withdrawal or other act of a Partner, the remaining Partner, on written notice to the other Partner within Thirty (30) days of such dissolution, may continue the Partnership business by purchasing the interest of the other Partner in the assets and goodwill of the Partnership and the remaining Partner shall have the option to purchase such

interest of the withdrawing Partner by paying to such Partner, or his personal representative, the value of such interest as provided in Article 17 of this Agreement.

#### ARTICLE XVII

##### PURCHASE PRICE OF PARTNERSHIP INTEREST

On the exercise of the option described in Paragraph 16 of this Agreement to purchase the Partnership interest of a withdrawing or terminating Partner, the remaining Partner shall pay to the person legally entitled thereto to the net book value of such interest as shown on the last regular accounting of the Partnership preceeding such dissolution together with the full unwithdrawn portion of such deceased, withdrawing or terminating Partner's distributive share of any net profits earned by the Partnership between the date of such accounting and the date of dissolution of the Partnership.

#### ARTICLE XVIII

##### BUY-SELL ON DEATH OF PARTNER

If the Partnership is dissolved by the death of a Partner, the remaining Partner shall have the obligation within Thirty (30) days from the death of the deceased Partner to purchase the interest of the deceased Partner in the Partnership and to pay to the personal representative of such deceased Partner the value thereof as provided in Paragraph 17 of this Agreement. During such thirty (30) days period following the death of a Partner the remaining Partner may continue the business of the Partnership, but the estate or personal representative shall not be liable for any obligations incurred in the Partnership business beyond the amount includable in the estate of the de-

ceased Partner already invested or involved in the Partnership on the date of the deceased Partner's death. The estate of the deceased Partner shall be obligated to sell as provided herein and shall be entitled, at the election of the personal representative of the deceased Partner, to one half of the net profits earned by the Partnership business during such thirty (30) day period.

#### ARTICLE XIX

##### OPTION OF PURCHASING PARTNER

On any purchase and sale being made pursuant to the provisions of Articles 16, 17, or 18 of this Agreement, the remaining Partner shall assume all obligations of the Partnership and shall hold the withdrawing Partner, the personal representative and estate of a deceased Partner, and the property of any such withdrawing or deceased Partner free and harmless from all liability for such obligations. Further, the remaining Partner at his own cost and expense, shall immediately cause to be prepared, filed, served, and published all notices as may be required by law to protect the withdrawing Partner or the personal representative, or estate of a deceased Partner from liability for the future obligations of the Partnership business.

#### ARTICLE XX

##### DISSOLUTION

On dissolution of the Partnership other than as provided in Articles 16, 17, and 18 of this Agreement, the affairs of the Partnership shall be wound up, the assets of the Partnership be liquidated, the debts be paid, and the surplus divided equally among the Partnership.

ARTICLE XXI

VOTING RIGHTS

Each Partner shall have one vote in all decisions affecting the management of the Partnership. In the event of a deadlock, the matter shall be submitted to Dominick P. Pannunzio, ESQ., Dupont, Pennsylvania, who shall provide thorough evaluation and submit an objective vote ending the deadlock. Each party agrees to be bound by the decision of Dominick P. Pannunzio, ESQ.

ARTICLE XXII

NOTICES

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to a Partner, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Partner at the address of the principal place of business or to such other place as may from time to time be specified in a notice given pursuant to this paragraph as the address for service of notice on such Partner.

ARTICLE XXIII

FRINGE BENEFITS

Any provision relating to sick leave, vacation periods, insurance on the lives of the Partners, or other fringe benefits shall be later mutually determined by the Partners and included by addendum to the Agreement.

ARTICLE XXIV

EXPENSE ACCOUNTS

Each Partner shall be able to make personal expenditures for any legitimate purpose for the procurement or maintenance of the Partnership business. Receipts from these expenditures must be turned in for accounting purposes and reimbursement shall be made on a weekly basis.

ARTICLE XXV

ADDENDUMS

This Agreement may be modified or altered at any time upon mutual agreement of the Partners and upon inclusion in writing of a written addendum to this Agreement.

ARTICLE XXVI

RESTRICTION ON TRANSFERS

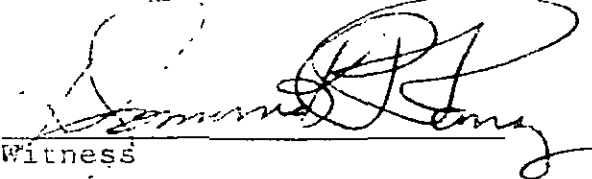
Except as otherwise herein provided, no Partner may sell, assign, or transfer, encumber or otherwise dispose of any interest in the Partnership, Partnership property, or assets of the Partnership without the prior written consent of all the Partners.

ARTICLE XXVII

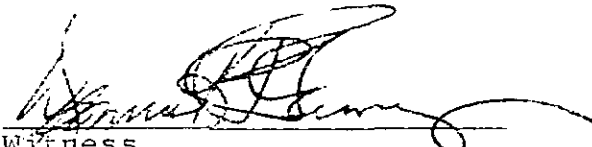
ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties relating to their Partnership and correctly sets forth the rights, duties, and obligations of each to the other in connection therewith as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

  
Witness

  
JOSEPH MIHALKA

  
Witness

  
ROBERT ROMANSKI

/ / / / / /

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LUZERNE :

On this, the 18th day of April, 1984, before me, the undersigned officer, personally appeared JOSEPH MIHALKA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

*Karen M. Musicki*  
\_\_\_\_\_  
Notary Public  
NOTARY PUBLIC

Duport, Luzerne County, Pa.  
My Commission Expires August 18, 1986

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LUZERNE :

On this, the 18th day of April, 1984, before me, the undersigned officer, personally appeared ROBERT ROMANSKI, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

*Karen M. Musicki*  
\_\_\_\_\_  
Notary Public

NOTARY PUBLIC  
Duport, Luzerne County, Pa.  
My Commission Expires August 18, 1986

DEPARTMENT OF STATE  
300 NORTH OFFICE BUILDING  
HARRISBURG, PENNSYLVANIA 17122

Corporation \$10.00  
 Individual \$25.00  
 Check Enclosed  
 Charge Account #

In compliance with the requirements of Section 311 of Act 1982-295 (54 Pa. C.S. §311), this undersigned entity(ies) desiring to carry on or conduct a business in this Commonwealth under an assumed or fictitious name, style or designation, does (do) hereby certify that:

Fictitious Name: J & R TRUCKING CO.

Address of the principal place of business (including street and number):  
10 Union Street, Inkerman, Pittston, Pennsylvania 18640 40

Brief statement of the character or nature of the business:  
Trucking business - hauling

NAME	NUMBER	(STREET)	(CITY)	(STATE)	(ZIP CODE)
Joseph Mihalka		406 Suscon Road	Avoca,	PA.	18641
Robert Romanski		10 Union Street	Inkerman,	PA.	18640

NAME	(FORM OF ENTITY)	ORGANIZING JURISDICTION	ADDRESS IN JURIS.	REGISTERED OFFICE (if any)

I am familiar with the provisions of Section 332 of the Fictitious Names Act and understand that filing under the Act does not create any exclusive or other right to the fictitious name.

Agent, if any, authorized to execute amendments, withdrawals, or cancellations.

TESTIMONY WHEREOF, the undersigned have caused this registration to be executed this 21 day of JUNE, 19 84.

Individual \_\_\_\_\_

Individual \_\_\_\_\_

Corporate Seal \_\_\_\_\_

Secretary or Assistant Secretary \_\_\_\_\_

Corporate Seal \_\_\_\_\_

Secretary or Assistant Secretary \_\_\_\_\_

*Joseph A. Mihalka*  
Individual

*Robert Romanski*  
Individual

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
President or Vice President

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
President or Vice President

- FOR OFFICE USE ONLY -

JUN 25 1984  <i>William R. Davis</i>  Secretary of the Commonwealth Department of State Harrisburg, Pennsylvania	002 CODE FN	003 REV BOX	SEQUENTIAL NO. 1674	100 MICROFILM NUMBER 8441 889	
	REVIEWED BY DH	004 SIC	AMOUNT \$ 25.00	001 CORPORATION NUMBER 606361	
	DATE APPROVED JUN 25 1984	CERTIFY TO	INPUT BY	LOG IN	LOG IN (IR/ILE)
	DATE REJECTED	<input type="checkbox"/> REV.	VERIFIED BY 1108/29	LOG OUT	LOG OUT (IR/ILE)
	MAILED BY DATE	<input checked="" type="checkbox"/> L&I <input type="checkbox"/> OTHER			

LMC7/02

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Public Meeting held November 17, 1975  
Harrisburg, PA 17120

COMMISSIONERS PRESENT:

Chairman Carter  
Commissioner Kelly  
Commissioner Bloom

Application Docket No. 88618, Folder 2, Am-A - Application of  
ALFONSO V. MANGIONE

SUPPLEMENTAL REPORT AND ORDER  
MODIFYING CERTIFICATE OF PUBLIC CONVENIENCE

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of ALFONSO V. MANGIONE, received July 2, 1975, for modification of the report and order issued under date of December 16, 1974 and the certificate of public convenience issued thereunder, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, the Commission finds and determines that approval of the proposed modification is necessary or proper for the service, accommodation or convenience of the public; THEREFORE,

NOW, to wit, November 17, 1975, IT IS ORDERED: That the report and order issued under date of December 16, 1974 and the certificate of public convenience issued thereunder, be and is hereby modified and amended so that the right contained therein shall now read as follows:

To transport, as a Class D carrier, sand, gravel, crushed stone, and prepared and unprepared coal between points in the counties of Luzerne and Lackawanna.

IT IS FURTHER ORDERED: That the applicant will not be permitted to operate or engage in any transportation granted herein until compliance with the requirements of the Public Utility Law, relative to the filing and acceptance of a tariff establishing just and reasonable rates.

BY THE COMMISSION,

C. J. McElwee  
Secretary

(SEAL)

Order Adopted: November 17, 1975  
Order Entered: December 5, 1975

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Public Meeting held April 4, 1978  
Harrisburg, PA 17120

Commissioners Present:

Louis J. Carter, Chairman  
Robert K. Bloom  
Helen B. O'Bannon  
Michael Johnson  
W. Wilson Goode

Application Docket No. 88618, F. 2, Am-B - Application of Alfonso V. Mangione for amendment to his common carrier certificate.

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W. Boyd Hughes for applicant

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O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed November 10, 1977, wherein Alfonso V. Mangione (hereinafter applicant) seeks the following authority:

To transport, as a common carrier, coal, from points in the county of Northumberland, to points in the county of Luzerne.

Public notice of the application was given by the Commission in the Pennsylvania Bulletin of January 7, 1978. No protests were filed.

The application is unopposed and the record is certified to the Commission without hearing, but based on verified statements submitted by the applicant and its supporting shipper.

APPLICANT'S CASE

Alfonso V. Mangione, Pittston, the applicant filed a verified statement.

Applicant is engaged in the motor transportation business and presently holds authority from the Commission at A. 88618, F. 2 to transport coal, sand, gravel, and crushed stone between points in the counties of Luzerne and Lackawanna.

Crystal Coal Company, Inc. requested applicant to file the instant application for the proposed service. Applicant operates two tractor-dump trailers suitable for transporting coal. He does his own preventative maintenance and minor mechanical work. He drives one vehicle himself and employs one driver. His wife handles the clerical and bookkeeping duties of the business. Currently when he does not have work he leases his equipment to other certificated carriers. Applicant's slack period is during the winter and he believes the proposed service will help improve that situation.

Applicant's financial statement filed with the verified statement filed shows assets of \$199,447 and liabilities of \$17,500 and a net worth of \$181,947.

Louis Falgone, president of Crystal Coal Company, Inc. (hereinafter Crystal) Wyoming, filed a verified statement in support of the applicant's proposed service.

Crystal operates strip mines and breakers in the boroughs of Shamokin and Trevorton, Northumberland County. Crystal's facilities in the borough of Exeter consists of an office, scale and storage yard. Crystal sells coal to local residents and industrial accounts and other coal dealers.

Crystal currently operates one tractor-dump trailer in private carriage. Private carriage cannot meet its needs for delivery of coal to Luzerne County and on occasion Crystal runs out of coal. Mr. Falgone has known applicant for over 25 years and believes applicant is reliable and responsible. Crystal will ship at least one truckload each day from both Trevorton and Shamokin to Exeter.

Crystal needs the additional service because of the increased demand of coal for residential heating and industrial use. Crystal will supplement its private carriage by use of applicant, if this application is approved.

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

Applicant currently holds authority from the Commission to transport various commodities at A. 88618, F. 2. Applicant seeks additional authority to transport coal from points in the county of Northumberland to points in the county of Luzerne. Crystal requested applicant to file the instant application for the proposed service.

Crystal presently uses private carriage, but needs additional service to meet demands for delivery of coal to its sales outlet at Exeter, Luzerne County and to residential and industrial customers at other points in Luzerne County.

We find the following:

1. That the application is unopposed.
2. That applicant possesses the necessary fitness, equipment and prior experience to adequately render the proposed service.
3. That a need exists for the proposed service.
4. That private carriage is now utilized. Additional service is required to meet the increased demands for delivery of coal to points in Luzerne County. Existing service is inadequate and/or does not appear interested in handling the traffic.
5. Approval of the application is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application of Alfonso V. Mangione at A. 88618, Folder 2, Amendment B be and is hereby approved and that the certificate issued to applicant on January 15, 1975, as amended, be further amended to include the following right:

To transport, as a Class D carrier, coal, from points in the county of Northumberland, to points in the county of Luzerne.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it shall have complied with the requirements of the Public Utility Law relating to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before thirty (30) days from the date of service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION,

C. J. McElwee  
Secretary

(SEAL)

ORDER ADOPTED: April 4, 1978

ORDER ENTERED: **APR 12 1978**

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held February 7, 1979

Commissioners Present:

W. Wilson Goode, Chairman  
Robert K. Bloom  
Helen B. O'Bannon

Application of Alfonso V. Mangione, Pittston,  
Luzerne County, for amendment to his common  
carrier certificate: SO AS TO PERMIT the  
transportation of coal, between points in  
the county of Northumberland.

A-00088618  
F. 2  
Am-C

---

W. Boyd Hughes for applicant.

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O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed September 20, 1978. Public notice was given by the Commission in the Pennsylvania Bulletin of October 21, 1978. No protests were filed.

The application is unopposed and the record is certified to the Commission without hearing. Verified statements were submitted by applicant and a supporting shipper.

Alfonso V. Mangione, Pittston, Luzerne County, the applicant, states he currently holds authority from the Commission at A-00088618, Folder 2, to transport coal from points in the county of Northumberland to points in the county of Luzerne; and coal, sand, gravel and crushed stone between points in the counties of Luzerne and Lackawanna. Crystal Coal Company, Inc., requested him to file the instant application.

Under existing authority he transports coal for Crystal Coal. His business is operated from his home and requests for service are received via private line telephone. He operates two tractor-dump trailer units suitable for transporting coal. He employs one driver and drives the other vehicle himself. A safety program is conducted.

The balance sheet filed with the verified statement indicates total assets of \$189,500, liabilities of \$48,650, and a net worth of \$140,850, as of June 30, 1978. A profit and loss statement as of the same date indicates operating revenues of \$32,000, operating expenses of \$26,000 and a net profit of \$6,000. No dual operations or dual authority will result from a grant of the authority.

Angelo Falzone, general manager and vice president of Crystal Coal, Inc. (hereinafter Crystal Coal), Wyoming, Luzerne County, states his company is a coal broker engaged in buying and selling coal. As pertinent to this application it purchases coal at points in the county of Northumberland and sells the coal to apartment houses, institutional facilities, schools and churches located at points in the said county. Crystal Coal currently utilizes private carriage for delivery of this traffic. Private carriage cannot meet the demands for the hauling of the tonnage sold within the said county. Additional service is needed to meet the increased demand for coal by industrial and residential consumers.

Crystal Coal needs the proposed service and will tender one truckload daily to applicant. Crystal Coal expects to tender 1,000,000 pounds of coal annually to applicant. Crystal Coal will use the proposed service to supplement its private carriage, if the application is approved.

DISCUSSION AND FINDINGS

Applicant currently holds authority at A-00088618, Folder 2, to transport various bulk commodities, including coal, between points in the counties of Lackawanna and Luzerne; and coal from points in the county of Northumberland to points in the county of Luzerne.

Applicant seeks additional authority to transport coal between points in the county of Northumberland. Crystal Coal currently uses private carriage, but needs additional service to meet the demands for delivery of coal from collieries or points of purchase in Northumberland County to residential and industrial customers at points in said county.

We find:

1. Applicant has the necessary equipment, experience and financial capacity to render the proposed service.
2. A need exists for the proposed service.
3. Private carriage is now utilized. Additional service is needed to meet the increasing demand for shipments of coal between points in the county of Northumberland.
4. Approval of the application is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved and that the certificate issued to applicant on January 15, 1975, as amended, be further amended to include the following right:

To transport, as a Class D carrier, coal, between points in the county of Northumberland.

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 the applicant shall not engage in any transportation granted herein until it shall have complied with requirements of the Pennsylvania Public Utility Law and the rules and regulations of the Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before thirty (30) 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,

C. J. McElwee  
Secretary

(SEAL)

ORDER ADOPTED: February 7, 1979

ORDER ENTERED: *[Handwritten initials]* 3: *[Handwritten initials]*

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held May 1, 1980

Commissioners Present:

Susan M. Shanaman, Chairman  
Michael Johnson  
James H. Cawley

Application of Alfonso V. Mangione  
for amendment to his common carrier  
certificate: SO AS TO PERMIT the  
transportation of coal, from points  
in the Counties of Luzerne and  
Lackawanna, to points in the  
County of Northumberland.

A. 88618,  
F. 2,  
Am-D

O R D E R

BY THE COMMISSION:

We adopt as our action the Initial Decision of Administrative Law Judge Jones dated February 6, 1980, and that Exceptions be denied; THEREFORE,

IT IS ORDERED:

1. That the application of Alfonso V. Mangione at A. 88168, F. 2, Am-D, be and is hereby approved, and that the certificate of public convenience previously issued to the applicant be and is hereby amended to include the following additional right:

To transport, as a Class D carrier, coal from points in the counties of Luzerne and Lackawanna, to points in the County of Northumberland.

2. That the applicant shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended or as may hereafter be revised, and all rules, regulations and orders as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the common carrier's certificate of public convenience.

3. That the applicant shall not engage in any transportation granted herein until it shall have complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of the Commission relating to the filing and acceptance of a tariff establishing just and reasonable rates.

4. 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.

5. 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,

William P. Thierfelder  
Secretary

(SEAL)

ORDER ADOPTED: May 1, 1980

ORDER ENTERED: MAY 9 1980

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Application of Alfonso V. Mangione for amendment to permit the transportation of coal, between points in that part of Pennsylvania on and east of U.S. Highway Route 15.

A. 88618, F.2, Am-E

O R D E R

In accordance with the provisions of Act 294 of 1978 (66 Pa. C.S. §332(h)), the decision of Administrative Law Judge Harnish dated December 5, 1983, and his Ruling on Exceptions dated February 13, 1984, have become final without further Commission action; THEREFORE,

IT IS ORDERED:

1. That the application of Alfonso V. Mangione, A. 88618, Folder 2, Am-E, be and is hereby approved and that the certificate issued to Applicant at A. 88618, Folder 2, on January 15, 1975, as amended, be further amended, to include the following right:

To transport as a Class D carrier, prepared coal for Centralia Coal Sales Company, between points in the counties of Carbon, Lackawanna, Luzerne, Monroe, Northumberland, Schuylkill, Wayne and that portion of Snyder County, being on and east of Highway 15.

That the Applicant shall not engage in any transportation granted herein until it shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

3. 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.

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

BY THE COMMISSION, ,

Jerry Rich  
Secretary

(SEAL)

ORDER ENTERED: APR 2 1984

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Application of Alfonso V. Mangione, for amendment to his common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, prepared coal for Centralia Coal Sales Company, between points in the counties of Carbon, Lackawanna, Luzerne, Monroe, Northumberland, Schuylkill, Wayne and that portion of Snyder County, being on and east of Highway 15: SO AS TO PERMIT the transportation of coal, between points in the counties of Carbon, Lackawanna, Luzerne, Monroe, Northumberland, Schuylkill, and Wayne and that portion of Snyder County, being on and east of Highway 15.

A-00088618,  
F. 2, Am-F

};

O R D E R

In accordance with the provisions of Act 294 of 1978 (66 Pa. C.S. §332(h)), the decision of Administrative Law Judge Richard M. Lovenwirth dated October 23, 1986 has become final without further Commission action; THEREFORE,

IT IS ORDERED:

1. That the application of Alfonso V. Mangione at Docket No. A-00088618, Folder 2, Amendment F, be and is hereby APPROVED, and that the certificate issued to Applicant at Application Docket No. A-00088618, Folder 2, on January 15, 1975, as amended, be further amended to include the following rights:

To transport, as a Class D carrier, prepared and unprepared coal for Carbon Sales, Inc., South Tamaqua Coal Pockets, The Tamaqua Anthracite Company, and the John Popple Trucking Company, between points in the counties of Schuylkill, Northumberland, Luzerne and Lackawanna.

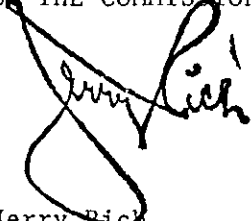
2. That the Applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this

Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

3. 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.

4. That in the event said Applicant has not, on or before sixty (60) days from the service of this Order, complies with the requirements set forth above, Application shall be dismissed without further proceedings.

BY THE COMMISSION,



Jerry Rich  
Secretary

(SEAL)

ORDER ENTERED: AUG 7 1961

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

APR. 5 1984

Application of Alfonso V. Mangione for amendment to permit the transportation of coal, between points in that part of Pennsylvania on and east of U.S. Highway Route 15.

A. 88618, F.2, Am-E

ORDER

In accordance with the provisions of Act 294 of 1978 (66 Pa. C.S. §332(h)), the decision of Administrative Law Judge Harnish dated December 5, 1983, and his Ruling on Exceptions dated February 13, 1984, have become final without further Commission action; THEREFORE,

IT IS ORDERED:

1. That the application of Alfonso V. Mangione, A. 88618, Folder 2, Am-E, be and is hereby approved and that the certificate issued to Applicant at A. 88618, Folder 2, on January 15, 1975, as amended, be further amended, to include the following right:

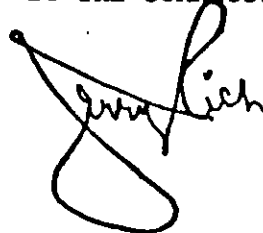
To transport as a Class D carrier, prepared coal for Centralia Coal Sales Company, between points in the counties of Carbon, Lackawanna, Luzerne, Monroe, Northumberland, Schuylkill, Wayne and that portion of Snyder County, being on and east of Highway 15.

That the Applicant shall not engage in any transportation granted herein until it shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

3. 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.

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

BY THE COMMISSION,

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

Jerry Rich  
Secretary

(SEAL)

ORDER ENTERED: APR 2 1984

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Application of Alfonso V. Mangione, for amendment to his common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, prepared coal for Centralia Coal Sales Company, between points in the counties of Carbon, Lackawanna, Luzerne, Monroe, Northumberland, Schuylkill, Wayne and that portion of Snyder County, being on and east of Highway 15: SO AS TO PERMIT the transportation of coal, between points in the counties of Carbon, Lackawanna, Luzerne, Monroe, Northumberland, Schuylkill, and Wayne and that portion of Snyder County, being on and east of Highway 15.

A-00088618,  
F. 2, Am-F

1001 TO 1015

O R D E R

In accordance with the provisions of Act 294 of 1978 (66 Pa. C.S. §332(h)), the decision of Administrative Law Judge Richard M. Lovenwirth dated October 23, 1986 has become final without further Commission action; THEREFORE,

IT IS ORDERED:

1. That the application of Alfonso V. Mangione at Docket No. A-00088618, Folder 2, Amendment F, be and is hereby APPROVED, and that the certificate issued to Applicant at Application Docket No. A-00088618, Folder 2, on January 15, 1975, as amended, be further amended to include the following rights:

To transport, as a Class D carrier, prepared and unprepared coal for Carbon Sales, Inc., South Tamaqua Coal Pockets, The Tamaqua Anthracite Company, and the John Popple Trucking Company, between points in the counties of Schuylkill, Northumberland, Luzerne and Lackawanna.

2. 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 this

Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

3. 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.

4. That in the event said Applicant has not, on or before sixty (60) days from the service of this Order, complies with the requirements set forth above, Application shall be dismissed without further proceedings.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", is written over the typed name. The signature is stylized and somewhat cursive.

Jerry Rich  
Secretary

(SEAL.)

ORDER ENTERED:

JAN 07 1987

I, Alfonso V. Mangione, do certify the only outstanding business debt existing is a debt of \$20,578.16 secured by the tractor and trailer being conveyed under the Agreement of Sale which will be paid from the proceeds of the sale. This debt is owed to the First Bank of Pittston.

*Alfonso V. Mangione*  
\_\_\_\_\_  
Alfonso V. Mangione

# ACORD INSURANCE BINDER

ISSUE DATE (MM/DD/YY)  
**5-9-88**

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER  
**Selenski Insurance Agency**  
**62 Second Street**  
**Wyoming, PA 18644**

CODE **2347** SUB-CODE

COMPANY  
**USF&G**

BINDER NO.  
**1AB10835543400**

DATE	EFFECTIVE	TIME	DATE	EXPIRATION	TIME
<b>3-26-88</b>	<b>12:01</b>	<input checked="" type="checkbox"/> AM	<b>3-26-89</b>	<input checked="" type="checkbox"/>	<b>12:01 AM</b>
		<input type="checkbox"/> PM			<b>NOON</b>

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO.:

INSURED **J & R Trucking Co.**  
**Robert Romanski and Joseph Mihalka**  
**10 Union Street**  
**Inkerman, PA 18640**

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (INCLUDING LOCATION)

### COVERAGES

TYPE OF INSURANCE	COVERAGES/FORMS	ALL LIABILITY LIMITS IN THOUSANDS		
		AMOUNT	DEDUCTIBLE	COINSURANCE
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL				
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE	RETRO DATE FOR CLAIMS MADE: _____	GENERAL AGGREGATE \$ _____ PRODUCTS-COMP/OPS AGGREGATE \$ _____ PERSONAL & ADVERTISING INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE (ANY ONE FIRE) \$ _____ MEDICAL EXPENSE (ANY ONE PERSON) \$ _____		
<b>AUTOMOBILE</b> <input checked="" type="checkbox"/> LIABILITY <input checked="" type="checkbox"/> NONOWNED <input checked="" type="checkbox"/> HIRED <input type="checkbox"/> GARAGE	<input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	CSL \$ _____ BI PERS/ACCID \$ <b>500./1,000.</b> PD \$ <b>500.</b> MED. PAY \$ <b>100.</b> PIP \$ <b>Basic</b> UM \$ <b>500./1,000.</b>		
<b>AUTO PHYSICAL DAMAGE</b> <input checked="" type="checkbox"/> COLLISION DED: <b>1,000.Tractors. 500.Trailers.</b> <input checked="" type="checkbox"/> OTC DED: <b>500.Tractors. 100.Trailers</b>	<input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	ACV STATED AMOUNT \$ _____ OTHER		
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE: _____	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION		
<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>#</b> <b>7504396 87-7</b>	STATUTORY <input checked="" type="checkbox"/> \$ <b>100</b> (EACH ACCIDENT) <input checked="" type="checkbox"/> \$ <b>500</b> (DISEASE-POLICY LIMIT) <input checked="" type="checkbox"/> \$ <b>100</b> (DISEASE-EACH EMPLOYEE)		

SPECIAL CONDITIONS/RESTRICTIONS/OTHER COVERAGES  
**Motor Truck Cargo Insurance Included.**

NAME & ADDRESS  
**Pennsylvania Public Utility Commission**

MORTGAGEE  
 LOSS PAYEE

ADDITIONAL INSURED  
 **Proof of Ins.**

LOAN#

AUTHORIZED REPRESENTATIVE  
*Stephen R Selenski*

Schedule of Vehicles

	Year	Make	Model	Serial#
1.	1980	Auto Car	Dump Trk	PS1FRV091289
2.	1980	Auto Car	Dump Trk	PS1FRVH09126
3.	1980	Kenworth	Tractor	181578W
4.	1985	Mack	Dump Trk	2M2P141C7F003132
5.	1984	Mack	Dump Trk	2M2P141C4EC003121
6.	1985	Mack	Dump Trk	2M2P141C9EC003259
7.	1981	Mack	Trk	1398
8.	1986	Peterbilt	Tractor	1XPDB9X7GN204247
9.	1986	Peterbilt	Tractor	1XP9DB9X2GN203443
10.	1980	Montone	Trailer	8012508
11.	1981	Summit	Trailer	158AD283020004647
12.	1978	Summit	Trailer	182782853

Robert Romanski and Joseph Mihalka T/A J & R Trucking Co.

MYLOTTE, DAVID & FITZPATRICK  
ATTORNEYS AT LAW  
BICENTENNIAL BUILDING  
SUITE 200, 15 PUBLIC SQUARE  
WILKES-BARRE, PENNSYLVANIA 18701

(717) 824-7739

JOSEPH P. MYLOTTE\*  
CHARLES A. FITZPATRICK, III\*  
WILLIAM J. JOHNSON, JR.††  
WALTER J. TIMBY, III  
GRAHAME P. RICHARDS, JR.  
JOHN C. JANOS  
ROBERT J. CASEY, JR.\*  
DANIEL A. MISCavige  
WILLIAM C. MCGOVERN  
FRANCINE T. LINCICOME\*  
JOSEPH R. BARANKO, JR.  
JAMES H. BROWN, JR.  
JOHN C. ACIUREWICZ  
DIANNE A. DICHTER†  
MARK T. RICHTER†  
TIMOTHY J. GRAHAM  
PATRICE SMITH  
EMILY A. ZUZELD  
EDWARD J. MCCARTHY

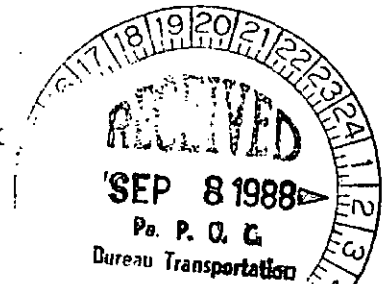
EDWARD J. DAVID  
WALTER J. TIMBY, JR.  
JOHN A. FITZPATRICK\*  
JOSEPH P. RYAN  
ROBERT J. GILLESPIE, JR.  
JOSEPH P. GARAY  
JOSEPH R. FERDINAND  
ELISA BONDIOVANNI  
KATHY A. O'NEILL†  
BRUCE K. ANDERS  
JOAN DEVLIN DALY  
SUSAN M. McDERMOTT  
TERRY ELIZABETH SILVA  
MARK T. BULLOCK  
CHRISTINE F. MCCAFFERTY†  
CAROL M. HARRY  
MICHAEL SENOVUIT, III  
MICHAEL P. MORLEY  
THOMAS F. SHIELDS

KENNEDY BUILDING, 7TH FLOOR  
1800 JOHN F. KENNEDY BOULEVARD  
PHILADELPHIA, PENNSYLVANIA 19103  
(215) 751-9450

210 HADDON AVENUE  
WESTMONT, NEW JERSEY 08108  
(409) 858-3322

P.O. Box 8-18  
10 VETERANS SQUARE  
MEDIA, PENNSYLVANIA 19063  
(215) 365-8303

67 NORTH CHURCH STREET  
HAZLETON, PENNSYLVANIA 18201  
(717) 454-5575



Pa. P. O. G.  
Bureau of Transportation

NORTHEASTERN PENNSYLVANIA OFFICES

ROBERT J. GILLESPIE, JR.  
JOSEPH R. FERDINAND  
DANIEL A. MISCavige  
BRUCE K. ANDERS  
JOSEPH R. BARANKO, JR.  
JOHN C. ACIUREWICZ

OF COUNSEL

ROBERT J. GILLESPIE, SR.  
ISRAEL I. KLAPPER

*Please Reply to Wilkes-Barre*

† ALSO MEMBER NEW JERSEY BAR  
†† ALSO MEMBER MASSACHUSETTS BAR  
\* ALSO MEMBER MARYLAND BAR

**RECEIVED**

September 6, 1988

SEP 8 1988

SECRETARYS OFFICE  
Public Utility Commission

*A. 108327*

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

Re: J & R Trucking Company

Gentlemen:

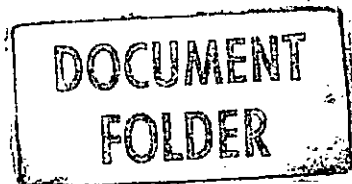
Enclosed herewith please find the check from J & R Trucking Company in the amount of \$125.00 to cover the filing costs of the transfer application. We originally forwarded a check in the amount of \$200.00.

Very truly yours,

*Robert J. Gillespie, Jr.*  
ROBERT J. GILLESPIE, JR.

RJGjr:isw

Enclosure



September 23, 1988

IN REPLY PLEASE  
REFER TO OUR FILE

Robert J. Gillespie, Jr.  
Attorney at Law  
200 Bicentennial Building  
Wilkes-Barre, PA 18701

In re: A-00108327 - Application of Joseph Mihalka and Robert Romanski,  
Copartners, t/d/b/a J & R Trucking Co.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Joseph Mihalka and Robert Romanski, Copartners, t/d/b/a J & R Trucking Co. for the rights of Alfanso V. Mangione.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before October 17, 1988. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Alfanso V. Mangione 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.

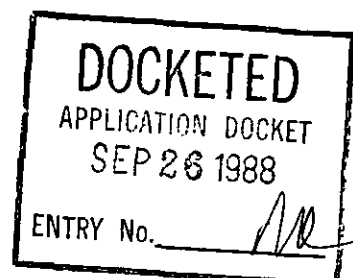
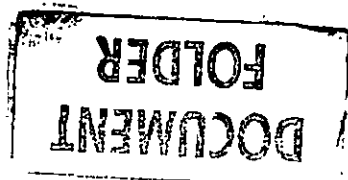
You are further advised that the above application will be published in the Pennsylvania Bulletin of September 24, 1988.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:rs

cc: Applicant  
10 Union Street  
Inkerman  
Pittston, PA 18640



A-00108327 JOSEPH MIHALKA AND ROBERT ROMANSKI, COPARTNERS, t/d/b/a J & R TRUCKING CO. (10 Union Street, Inkerman, Pittston, Luzerne County, Pennsylvania 18640) - (1) sand, gravel, crushed stone and prepared and unprepared coal between points in the counties of Luzerne and Lackawanna; (2) coal, from points in the county of Northumberland, to points in the county of Luzerne; (3) coal, between points in the county of Northumberland; (4) coal from points in the counties of Luzerne and Lackawanna, to points in the county of Northumberland; (5) prepared coal for Centralia Coal Sales Company, between points in the counties of Carbon, Lackawanna, Luzerne, Monroe, Northumberland, Schuylkill, Wayne and that portion of Snyder County, being on and east of U.S. Highway Route 15; and (6) prepared and unprepared coal for Carbon Sales, Inc., South Tamaqua Coal Products, The Tamaqua Anthracite Company, and the John Popple Trucking Company, between points in the counties of Schuylkill, Northumberland, Luzerne and Lackawanna; which is to be a transfer of the rights authorized under the certificate issued at A-00088618, F. 2 to Alfonso V. Mangione, subject to the same limitations and conditions. Attorney: Robert J. Gillespie, Jr., 200 Bicentennial Building, Wilkes-Barre, Pennsylvania 18701.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_ SERVICE \_\_\_\_\_ SEP 24 1988

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
SEPTEMBER 1988

A-00108327

Application of Joseph Mihalka and Robert Romanski, Copartners, t/d/b/a J & R Trucking Co., for the right to begin to transport, as a common carrier, by motor vehicle, (1) sand, gravel, crushed stone and prepared and unprepared coal between points in the counties of Luzerne and Lackawanna; (2) coal, from points in the county of Northumberland, to points in the county of Luzerne; (3) coal, between points in the county of Northumberland; (4) coal from points in the counties of Luzerne and Lackawanna, to points in the county of Northumberland; (5) prepared coal for Centralia Coal Sales Company, between points in the counties of Carbon, Lackawanna, Luzerne, Monroe, Northumberland, Schuylkill, Wayne and that portion of Snyder County, being on and east of U.S. Highway Route 15; and (6) prepared and unprepared coal for Carbon Sales, Inc., South Tamaqua Coal Products, The Tamaqua Anthracite Company, and the John Popple Trucking Company, between points in the counties of Schuylkill, Northumberland, Luzerne and Lackawanna; which is to be a transfer of the rights authorized under the certificate issued at A-00088618, F. 2 to Alfonso V. Mangione, subject to the same limitations and conditions.

FW:rs  
9/2/88

Application received: 8/25/88  
Application docketed: 9/1/88

NH

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
SEP 26 1988  
ENTRY No. *11*

OCT 17 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.

# 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.

**J & R Trucking**  
10 Union St.  
Pittston, Inkerman, PA 18640

DOCUMENT  
FOLDER

Date October 3, 1988

CR 131049 A

In re application of J & R Trucking Co.  
A-00108327.....\$125.00

DOCKETED  
OCT 0 3 1988

Revenue account 001780-017601-102 (ck)

ck 2107 Checks \$125.00 Currency \_\_\_\_\_

Utility account 50:26

**C. Joseph Meisinger**  
For Department of Revenue