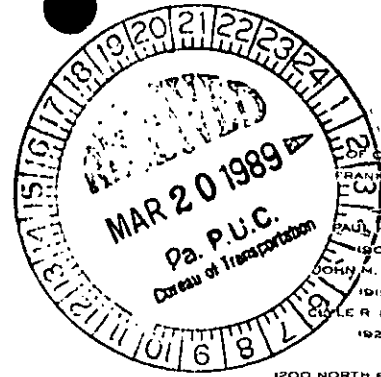


HENRY W. RHOADS  
ROBERT H. LONG, JR.  
GERALD K. MORRISON  
SHERILL T. MOYER  
JAN P. PADEN  
RICHARD B. WOOD  
LAWRENCE B. ADAMS III\*  
J. BRUCE WALTER  
JOHN P. MANDECK  
FRANK J. LEBER  
R. STEPHEN SHIBLA  
CHARLES L. SIECK\*  
PAUL A. LUNDEEN  
JACK F. HURLEY, JR.  
NATHAN H. WATERS, JR.  
DAVID B. DOWLING  
EVELYN S. HARRIS  
DAVID F. O'LEARY

ROBERT L. BEALS\*\*  
DAVID O. TWADDLEL  
CHARLES J. FERRY  
BRADLEY J. GUNNISON\*  
STANLEY A. SMITH  
JENS H. DAMGAARD\*  
DRAKE D. NICHOLAS  
THOMAS A. FRENCH  
DEAN H. OUSINGERRE  
DONNA M. J. CLARK  
LUCY E. KNISELEY  
GLORIA J. DAVIS  
JOAN C. FITZPATRICK  
SHAUN E. O'TOOLE  
PAUL F. WESSELL  
KATHLEEN J. HAYNES  
SHAWN D. LOCHINGER

**RHOADS & SINON**  
ATTORNEYS AT LAW  
410 NORTH THIRD STREET  
P.O. BOX 1146  
HARRISBURG, PA 17108-1146  
TELEPHONE (717) 233-5731  
TELECOPIER (717) 232-1459



OF COUNSEL  
FRANK A. SINON  
PAUL H. RHOADS  
JOHN M. MUSSELMAN  
WILLIAM R. HENDERSHOT

1200 NORTH FEDERAL HIGHWAY  
BOCA RATON, FL 33432  
TELEPHONE (407) 395-5595  
TELECOPIER (407) 395-9497

FILE NO.  
DIRECT DIAL NO.  
2699/01

\*ALSO ADMITTED TO THE FLORIDA BAR  
\*\*ADMITTED TO THE FLORIDA BAR ONLY

A. 108679

Re: Application of Fox Transportation Company, Inc.

March 17, 1989

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

**RECEIVED**  
MAR 20 1989  
SECRETARY'S OFFICE  
Public Utility Commission

Dear Secretary Rich:

Enclosed you will please find an original and one copy of the application of Fox Transportation Company, together with a check made payable to the Commission in the amount of \$125.

Very truly yours,

RHOADS & SINON

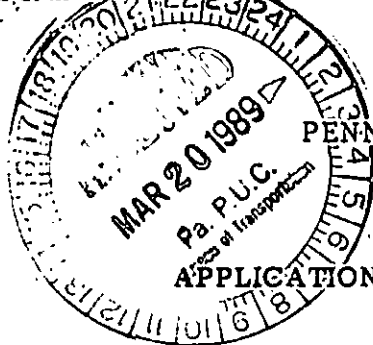
By:   
J. Bruce Walter

JBW/dar

Enclosure

cc 620052  
A-108679





BEFORE PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED

MAR 20 1989 SECRETARY'S OFFICE Public Utility Commission

APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT

(SEE INSTRUCTIONS BEFORE PREPARING APPLICATION)

In re: Application of

Fox Transportation, Inc., Co.

APPLICATION DOCKET

No. A-108679

Folder No.

for a certificate of public convenience or a permit evidencing the Commission's approval of the right and privilege of operating motor vehicles as a motor carrier for the transportation of PROPERTY.



TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Fox Transportation, Inc., Co. (Full and correct name of applicant)

DOCKETED APPLICATION DOCKET APR 4 1989 ENTRY No. mw

APPL. [checked]

2. (Trade name, if any)

COMPL. [checked]

The trade name (has or has not) been registered with the Secretary of the RWIC. [checked]

Commonwealth on (date) (attach copy of stamped registration form). CHECKED BY mw

3. RT 54 + 309 HOMETOWN PA. (Business Street Address) P.O. Box 71 (P.O. Box, if any) Tamaqua Schuylkill PA 18252 (717) 668-4189 (City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is: J. Bruce Walter, Rhoads & Sinon, 410 N. Third St., P.O. Box 1146 (Name) (Address) Harrisburg, PA 17108-1146 (Telephone) 1146 (717) 233-5731

5. Any notice, process or order of the PUC should be served upon: J. Bruce Walter, Rhoads & Sinon, 410 N. Third St., P.O. Box 1146 (Name) (Address) Harrisburg, PA 17108-1146

6. Applicant does not hold Pa. PUC authority under Docket No. (does or does not)

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

BEGINNING

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

at Docket No. MC 161209

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 PA and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on 1/29/1982 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

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

A  Partnership Agreement.

B  Trade Name registration certificate.

C  Certificate of Incorporation or Authority. SEE ATTACHED

D  Statement of corporate charter purpose. SEE ATTACHED

E  List of corporate officers and stockholders. ROBERT W. FOX SOLE OFFICER

10. That the nature and character of the service to be rendered by applicant is the transportation of property as a  Common  Contract carrier by means of motor vehicles as follows:

To transport such merchandise as is dealt in by wholesale, retail, chain grocery and food business houses, as a contract carrier for Super Rite Foods, Inc. between points in Pennsylvania.

To transport such merchandise as is dealt in by wholesale, retail, chain grocery and food business houses, as a contract carrier, for P. A. & S. Small Company between points in Pennsylvania.

To transport such merchandise as is dealt in by wholesale, retail, chain grocery and food business houses, as a contract carrier for Citterio USA, Inc. between points in Pennsylvania.

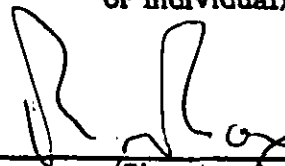
11. Applicant is not now engaged in any intrastate transportation of property for compensation in Pennsylvania (except as authorized by the certificates of public convenience or permits specified in Paragraph 6) and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation shall be received.

**CORPORATE SEAL**

FOX TRANSPORTATION CO.

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

By:



ROBERT W. FOX

(Signature)

(Signature)

(Signature)

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

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :

\_\_\_\_\_ County : ss:

\_\_\_\_\_, 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 APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

SCHUYLKILL County : ss:

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

Fox Transportation INC.; that he is authorized to and does make this (Name of Corporation)

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

at the hearing hereof.

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

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

Sch Co Penna  
Sworn and subscribed before me this 15th  
day of March 19 89  
My Commission Expires \_\_\_\_\_

NOTARIAL SEAL  
JOE KOSTIN, Notary Public  
Tamaqua, Schuylkill Co., PA  
My Commission Expires July 23, 1992

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

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

1. It is not required that applicant be represented by an attorney to file the application. However, a corporation must be represented by an attorney at a hearing.
2. 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.
3. Copies of trade name registration form, certificate of incorporation or authority and statement of corporate charter purpose are not required from currently certificated/permitted PUC carriers.
4. 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.
5. (Paragraph 10) - State what is to be transported and where it is to be transported. Be specific. Name commodities, if possible, and give a full description of the service territory by indicating cities, boroughs, townships and/or counties. If service is to be from one area to another, describe both areas in detail.
6. Specific authority by common carriers is not required for the return of refused, rejected or damaged shipments to the point of origin. However, shipments which have been accepted by a consignee and subsequently returned to consignor requires specific authorization.
7. Although desirable, copies of contracts are not required with the application. They will be required prior to issuance of a permit.
8. ~~Contracts-Form.~~ The special or individual agreements entered into by a contract carrier of property by motor vehicle with a shipper shall be in writing, shall provide for transportation for a named concern, shall be bilateral and impose specific obligations upon both carrier and shipper or shippers, shall cover a series of shipments over a stated route or in a stated area during a stated period of time in contrast to contracts of carriage governing individual shipments.

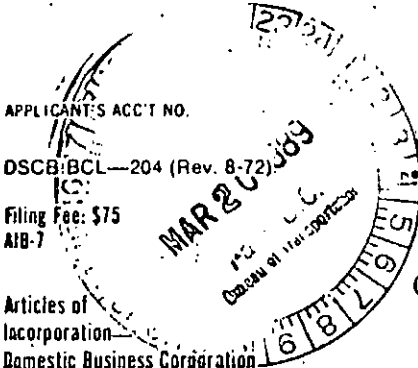
**NOTE: INCOMPLETE APPLICATIONS ARE NOT ACCEPTABLE FOR FILING AND WILL BE RETURNED. IF YOU NEED HELP, CALL 717-787-3834.**

APPLICANT'S ACCT NO.

DSCB/BCL—204 (Rev. 8-72)

Filing Fee: \$75  
AIB-7

Articles of  
Incorporation  
Domestic Business Corporation



(Line for numbering)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU

Filed this 29th day of  
January 1982

Commonwealth of Pennsylvania  
Department of State

*William C. Davis*

Secretary of the Commonwealth jm

(Box for Certification)

In compliance with the requirements of section 204 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P. S. §1204) the undersigned, desiring to be incorporated as a business corporation, hereby certifies (certify) that:

1. The name of the corporation is:

FOX TRANSPORTATION, INC.

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MAR 20 1989

SECRETARY'S OFFICE

Public Utility Commission

2. The location and post office address of the initial registered office of the corporation in the Commonwealth is:

R.D. 1, Route 93, Box 310

(NUMBER)

(STREET)

Hazleton

Pennsylvania

18201

(CITY)

(ZIP CODE)

3. The corporation is incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

To have the unlimited power to engage in and to do any lawful acts concerning any and all lawful business for which corporations may be incorporated under the Pennsylvania Business Law.

4. The term for which the corporation is to exist is: perpetual

5. The aggregate number of shares which the corporation shall have authority to issue is:

100 shares each having a par value of \$100.00.

6. The names and post office addresses of each incorporator(s) and the number and class of shares subscribed by such incorporator(s) is/are:

NAME ADDRESS NUMBER AND CLASS OF SHARES

Deborah A. Martin

Sixth Floor - Citizens Bldg. One (1) Common  
Hazleton, PA 18201

IN TESTIMONY WHEREOF, the incorporator(s) has/thave signed and sealed these Articles of Incorporation this 28th day of January, 1982.

*Deborah A. Martin* (SEAL)  
Deborah A. Martin

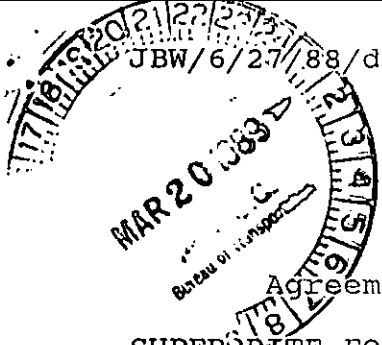
(SEAL)  
(SEAL)

INSTRUCTIONS FOR COMPLETION OF FORM:

- A. For general instructions relating to the incorporation of business corporations see 19 Pa. Code Ch. 35 (relating to business corporations generally). These instructions relate to such matters as corporate name, stated purposes, term of existence, authorized share structure and related authority of the board of directors, inclusion of names of first directors in the Articles of Incorporation, optional provisions on cumulative voting for election of directors, etc.
- B. One or more corporations or natural persons of full age may incorporate a business corporation.
- C. Optional provisions required or authorized by law may be added as Paragraphs 7, 8, 9 . . . etc.
- D. The following shall accompany this form:
  - (1) Three copies of Form DSCB:BCI--206 (Registry Statement Domestic or Foreign Business Corporation).
  - (2) Any necessary copies of Form DSCB:17.2 (Consent to Appropriation of Name) or Form DSCB:17.3 (Consent to Use of Similar Name).
  - (3) Any necessary governmental approvals.
- E. BCI §205 (15 Pa. S. §1205) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising should not be delivered to the Department but be filed with the minutes of the corporation.

RECEIVED  
JAN 29 1982  
DEPT OF STATE





RECEIVED

MAR 20 1989  
SECRETARY'S OFFICE  
Public Utility Commission

TRANSPORTATION CONTRACT

Agreement made this \_\_\_\_ day of \_\_\_\_, 1988

SUPERRITE FOODS, INC., hereinafter referred to as "Shipper", and  
FOX TRANSPORTATION CO., hereinafter referred to as "Carrier".

In consideration of the mutual promises herein contained,  
the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less  
than 40,000 # of such merchandise as is dealt in by wholesale,  
retail chain grocery and food business houses and all such  
additional freight as may be tendered, and Carrier shall promptly  
render such services when and wherever called upon, within the  
limits of its equipment and facilities. The services to be  
rendered shall be in accordance with the authority acquired by  
Carrier from the Pennsylvania Public Utility Commission  
(hereinafter referred to as the "Commission") to transport, as a  
contract carrier, property as set forth in Carrier's permit at  
A. \_\_\_\_\_.

2. The transportation services to be performed hereunder  
are to be compensated for on the basis of the rates and charges  
described in the attached schedule of rates, as amended or  
supplemented by the parties hereto as Exhibit "A".

3. Carrier shall comply with the provisions of law and  
all of the rules and regulations applicable to the transportation  
of property by motor vehicle of the Commission and of any other  
federal, state or local government, agency or subdivision thereof  
having jurisdiction over such transportation.

4. Carrier is an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. Carrier shall have the exclusive right to employ and discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees of Carrier at all times. Neither the Carrier nor its agents, servants or employees is authorized to act as agent for the Shipper, make any agreements with third persons on behalf of or to bind the Shipper in any way.

5. (a) Carrier shall carry public liability insurance coverage issued by a company approved by the Commission in such limits as Shipper may from time to time approve for any personal injuries and property damage caused in the operation of any equipment used in the transportation, . . . of shipper's products.

(b) Carrier shall carry cargo insurance issued by a company approved by the Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported, . . . . .

6. The terms and conditions of this Agreement shall apply whether the transportation is performed to or from the plants of Shipper or those of third persons at the request of Shipper.

7. If requested Carrier will display upon its vehicles the name, address and trademark of Shipper and such other advertising material as may be proper.

8. Carrier shall issue and obtain receipt for the commodities transported upon forms satisfactory to Shipper.

9. If Carrier is required to collect Shipper's charges for property transported, it shall not effect delivery except upon receipt of cash or certified check unless otherwise instructed in writing by Shipper.

10. In such cases where shipments are tendered, on a freight charge collect basis, such charges will be collected from consignee; however, in the event Carrier is unable to collect such charges from the consignee, Shipper shall be so informed of such charges due and in all such cases shall guarantee and pay such charges to Carrier.

11. Neither Shipper or Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods or any other cause not within the control of the party in default.

12. Upon the execution of this Agreement, all prior Agreements between the parties hereto, whether written or oral, will be deemed cancelled except as to any claims then existing thereunder by either party as against the other.

13. Carrier shall keep its vehicles and other equipment in clean and good condition, and shall train, instruct and require its drivers and other employees to be courteous to the customers of Shipper at all times. If any action on the part of Carrier, its agents, servants or employees in connection herewith adversely affects the interest of Shipper or its relationship with its customers and immediate correction is not made, Shipper may, at its option, terminate this Agreement without prior notice.

14. Except as otherwise provided herein, this Agreement shall continue in full force and effect for a period of one year from the date hereof and shall continue indefinitely thereafter subject to cancellation after the expiration of the first year by either party upon not less than thirty (30) days' prior written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CARRIER

FOX TRANSPORTATION CO.

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

ROBERT W. FOX, PRESIDENT

SHIPPER

SUPER RITE FOODS, INC.

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

WILLIAM HAMM

RECEIVED  
MAR 20 1989  
SECRETARY'S OFFICE  
Public Utility Commission

17 18 19 20 21 22 23 24 25 26 27 28 29 30 31  
MAR 20 1989  
JBW/6/27/88/dar/c contract/#1  
P.A. & S Small Company

TRANSPORTATION CONTRACT

Agreement made this \_\_\_\_ day of \_\_\_\_, 1988, by and between  
P.A. & S Small Company, hereinafter referred to as "Shipper", and  
FOX TRANSPORTATION CO., hereinafter referred to as "Carrier".

In consideration of the mutual promises herein contained,  
the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less  
than 40,000 lbs of such merchandise as is dealt in by wholesale,  
retail chain grocery and food business houses and all such  
additional freight as may be tendered, and Carrier shall promptly  
render such services when and wherever called upon, within the  
limits of its equipment and facilities. The services to be  
rendered shall be in accordance with the authority acquired by  
Carrier from the Pennsylvania Public Utility Commission  
(hereinafter referred to as the "Commission") to transport, as a  
contract carrier, property as set forth in Carrier's permit at  
A. \_\_\_\_\_.

2. The transportation services to be performed hereunder  
are to be compensated for on the basis of the rates and charges  
described in the attached schedule of rates, as amended or  
supplemented by the parties hereto as Exhibit "A".

3. Carrier shall comply with the provisions of law and  
all of the rules and regulations applicable to the transportation  
of property by motor vehicle of the Commission and of any other  
federal, state or local government, agency or subdivision thereof  
having jurisdiction over such transportation.

4. Carrier is an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. Carrier shall have the exclusive right to employ and discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees of Carrier at all times. Neither the Carrier nor its agents, servants or employees is authorized to act as agent for the Shipper, make any agreements with third persons on behalf of or to bind the Shipper in any way.

5. (a) Carrier shall carry public liability insurance coverage issued by a company approved by the Commission in such limits as Shipper may from time to time approve for any personal injuries and property damage caused in the operation of any equipment used in the transportation, of shipper's products.

(b) Carrier shall carry cargo insurance issued by a company approved by the Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported,

6. The terms and conditions of this Agreement shall apply whether the transportation is performed to or from the plants of Shipper or those of third persons at the request of Shipper.

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11. Neither Shipper or Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods or any other cause not within the control of the party in default.

12. Upon the execution of this Agreement, all prior Agreements between the parties hereto, whether written or oral, will be deemed cancelled except as to any claims then existing thereunder by either party as against the other.

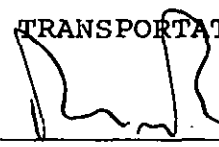
13. Carrier shall keep its vehicles and other equipment in clean and good condition, and shall train, instruct and require its drivers and other employees to be courteous to the customers of Shipper at all times. If any action on the part of Carrier, its agents, servants or employees in connection herewith adversely affects the interest of Shipper or its relationship with its customers and immediate correction is not made, Shipper may, at its option, terminate this Agreement without prior notice.

14. Except as otherwise provided herein, this Agreement shall continue in full force and effect for a period of one year from the date hereof and shall continue indefinitely thereafter subject to cancellation after the expiration of the first year by either party upon not less than thirty (30) days' prior written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

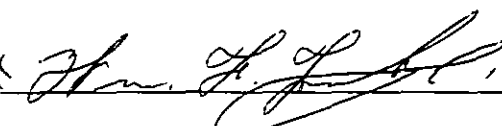
CARRIER

FOX TRANSPORTATION CO.

By:  7/26/5

SHIPPER

P.A. & S. Smith

By: 

19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00  
MAR 20 1989  
Bureau of Transportation

J-BW/6/27/88/dar/c: ntract/#1

TRANSPORTATION CONTRACT

MAR 20 1989  
SECRETARY'S OFFICE  
Public Utility Commission

Agreement made this \_\_\_\_ day of \_\_\_\_, 1988, by and between  
GETTERIO USA, INC., hereinafter referred to as "Shipper", and  
FOX TRANSPORTATION CO., hereinafter referred to as "Carrier".

In consideration of the mutual promises herein contained,  
the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less  
than 5,000 lbs of such merchandise as is dealt in by wholesale,  
retail chain grocery and food business houses and all such  
additional freight as may be tendered, and Carrier shall promptly  
render such services when and wherever called upon, within the  
limits of its equipment and facilities. The services to be  
rendered shall be in accordance with the authority acquired by  
Carrier from the Pennsylvania Public Utility Commission  
(hereinafter referred to as the "Commission") to transport, as a  
contract carrier, property as set forth in Carrier's permit at  
A. \_\_\_\_\_.

2. The transportation services to be performed hereunder  
are to be compensated for on the basis of the rates and charges  
described in the attached schedule of rates, as amended or  
supplemented by the parties hereto as Exhibit "A".

3. Carrier shall comply with the provisions of law and  
all of the rules and regulations applicable to the transportation  
of property by motor vehicle of the Commission and of any other  
federal, state or local government, agency or subdivision thereof  
having jurisdiction over such transportation.

4. Carrier is an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. Carrier shall have the exclusive right to employ and discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees of Carrier at all times. Neither the Carrier nor its agents, servants or employees is authorized to act as agent for the Shipper, make any agreements with third persons on behalf of or to bind the Shipper in any way.

5. (a) Carrier shall carry public liability insurance coverage issued by a company approved by the Commission in such limits as Shipper may from time to time approve for any personal injuries and property damage caused in the operation of any equipment used in the transportation, of shipper's products.

(b) Carrier shall carry cargo insurance issued by a company approved by the Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported,

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11. Neither Shipper or Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods or any other cause not within the control of the party in default.

12. Upon the execution of this Agreement, all prior Agreements between the parties hereto, whether written or oral, will be deemed cancelled except as to any claims then existing thereunder by either party as against the other.

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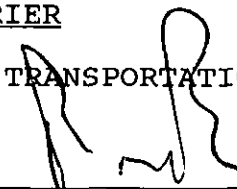
14. Except as otherwise provided herein, this Agreement shall continue in full force and effect for a period of one year from the date hereof and shall continue indefinitely thereafter subject to cancellation after the expiration of the first year by either party upon not less than thirty (30) days' prior written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CARRIER

FOX TRANSPORTATION CO.

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



SHIPPER

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

*Joseph H. Petrucci*  
Citterio U.S.A. Corporation

April 14, 1989

IN REPLY PLEASE  
REFER TO OUR FILE

J. Bruce Walter  
Attorney at Law  
410 North Third Street  
P.O. Box 1146  
Harrisburg, PA 17108-1146

In re: A-00108679 - Application of Fox Transportation, Inc.

Dear Sir:

The application of Fox Transportation, Inc. has been captioned as attached and will be submitted for review provided no protests are filed on or before May 8, 1989. If protests are filed, you will be advised as to further procedure.

You are further advised that the above application will be published in the Pennsylvania Bulletin of April 15, 1989.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:rs

cc: Applicant  
P.O. Box 71  
Tamaqua, PA 18252

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
APR 17 1989  
ENTRY No.

A-00108679 FOX TRANSPORTATION, INC. (P. O. Box 71,  
Tamaqua, Schuylkill County, PA 18252), a corporation of the Commonwealth of  
Pennsylvania - contract carrier - such merchandise as is dealt in by  
wholesale, retail, chain grocery and food business houses, for Super Rite  
Foods, Inc., between points in Pennsylvania; such merchandise as is dealt by  
wholesale, retail, chain grocery and food business houses, for P A & S Small  
Company, between points in Pennsylvania; and such merchandise as is dealt in  
by wholesale, retail, chain grocery and food business houses, for Citterio  
USA, Inc., between points in Pennsylvania. Attorney: J. Bruce Walter,  
410 North Third Street, P.O. Box 1146, Harrisburg, PA 17108-1146.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_

SERVICE \_\_\_\_\_

APR 15 1989

BUREAU OF TRANSPORTATION  
CONTRACT CARRIER  
APRIL 1989

A-00108679

Application of Fox Transportation, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a contract carrier, by motor vehicle, such merchandise as is dealt in by wholesale, retail, chain grocery and food business houses, for Super Rite Foods, Inc., between points in Pennsylvania; such merchandise as is dealt by wholesale, retail, chain grocery and food business houses, for P A & S Small Company, between points in Pennsylvania; and such merchandise as is dealt in by wholesale, retail, chain grocery and food business houses, for Citterio USA, Inc., between points in Pennsylvania.

MW:11  
4/4/89

Application received: 3/20/89  
Application docketed: 4/4/89

*NH*

**DOCUMENT  
FOLDER**

**DOCKETED**  
APPLICATION DOCKET  
APR 17 1989  
ENTRY No. *all*

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.

MAY - 8 1989

# 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.

**Fox Transportation, Inc.**  
Rt. 54 & 309  
Box 71  
Hometown, PA 18252

Date April 27, 1989

**DOCUMENT  
FOLDER**

CR 131951 A

**DOCKETED**  
APR 28 1989

In re application of Fox Transportation, Incc  
A-00108679.....\$125.00

Revenue account 001780-017601-102 (ck)

ck 7553 Checks \$125.00 Currency \_\_\_\_\_

Utility account 50:26

C. Joseph Meisinger  
For Department of Revenue