

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

2/25/91

PRODUCER

SAUSMAN INSURANCE AGENCY INC
P O BOX 158
THOMPSONTOWN PA 17094

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** PROGRESSIVE CASUALTY CO
- COMPANY LETTER **B** LINCOLN GENERAL
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

*Applicant's Exh 2
A-189497
Nbg JK 3/4/91*

RECEIVED

MAR 25 1991

SECRETARY

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE ON THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE OWNERS & CONTRACTORS PROTECTIVE	DOCKETS FOLDER IS07510937	10/29/90	10/29/91	GENERAL AGGREGATE \$ PRODUCTS-COMMERCIAL AGGREGATE \$ PERSONAL & ADVERTISING INQUIRY \$ EACH OCCURRENCE \$ TIME DAMAGE (ANY ONE PERIOD) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$ CGL \$ 750 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$ EXCESS OCCURRENCE \$
	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY				(EACH AGGREGATE) (DISEASE-POLICY LIMIT) (DISEASE-EACH EMPLOYEE)
B	EXCESS LIABILITY OTHER THAN UMBRELLA FORM	DOCKETED MAR 28 1991	10/29/90	10/29/91	\$ 10,000 per load \$ 1,000 deductible
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				
	OTHER Motor Truck Cargo	SPF 1863	10/29/90	10/29/91	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL TERMS

CERTIFICATE HOLDER

P U C

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas Wagner

Applicant's Exhibit No 3
 3/4/91 A-109497
 Hbz FX

CHANGE ENDORSEMENT # 01

Attached to and forming part of Policy Number SPF 11863

EFFECTIVE 10-29-90 TO 10-29-91

INSURED: SIEBER TRUCKING
 Address: MATTHEW SIEBER D/B/A
 P.O. BOX 328
 MIFFLIN, PA. 17058

AGENT: SAUSMAN AGENCY
 Address: P.O. BOX 158 E-71, OLD RT. 22 W.
 THOMPSONTOWN, PA. 17094

Effective Date of Change: 12-05-90
 Issue Date: 12-28-90-C.B.

Countersigned by Norman Wagner
 Authorized Company Representative

POLICY CHANGES

This endorsement is subject to the declarations, condition, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company forms a part of the policy described herein.

ADD UNIT #4 - 1987 INT'L TRACTOR - SERIAL #86879

COPIES
 FILE

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SECRETARYS OFFICE
 Public Utility Commission

DOCKETED
 MAR 28 1991

POLICY AMOUNT AND PREMIUM ADJUSTMENT

Previous	Increase	Decrease	New	PREMIUM
Total Policy Amount			Total Policy Amount	Due at Endmt Effective Date
\$ 30,000.	\$ 75,000. ✓	\$	\$ 105,000. ✓	X Additional
Total Inst. Premium			Total Inst. Premium	Return
\$ 765.00	\$ 1,840.00 ✓	\$	\$ 2,605.00 ✓	\$ 1,654.

LINCOLN GENERAL INSURANCE COMPANY
3350 Whiteford Road, York, Pennsylvania 17402

INLAND MARINE FLOATER POLICY DECLARATIONS

ISSUED TO: .SIEBER TRUCKING
.INDIVIDUAL .MATTHEW SIEBER D/B/A
.P.O. BOX 328
.MIFFLIN, PA. 17058

POLICY PERIOD: FROM: 10-29-90 TO: 10-29-91
AGENT OR BROKER: .SAUSMAN AGENCY
.P.O. BOX 158 E-71, OLD RT. 22 W.
.THOMPSONTOWN, PA. 17094
.5447.

KIND OF BUSINESS: .TRUCKMAN 51/21/986.
LOCATION OF BUSINESS: .SAME AS ABOVE

Issue Date: .11-12-90-O.D.

=====

AMOUNT	RATE	PREMIUM
\$ 30,000.	charge	\$ 765.00

In consideration of the stipulations herein named and of the premium above specified, the Company does insure the above Named Insured, hereinafter called the Insured, whose address is shown above, at 12:01 am. (standard time), to the expiration date shown above, at 12:01 am. (standard time), at the place of issuance, to an amount not exceeding the amount specified above.

If no other deductibles appear in this policy, the amount of \$ 1,000 shall be deducted and paid by the insured for each claim for loss or damage and shall be adjusted separately for each such claim.

FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:
.L1025 L6029

This policy is made and accepted subject to all conditions, provisions, stipulations and agreements hereby made a part of this policy, together with such other conditions, provisions, stipulations and agreements as may be added hereto.

Countersigned _____ (Date) By: Thomas Wagoner (Authorized Representative)

MOTOR TRUCK CARGO INSURANCE
 (All Risk Form)

Attached to and forming part of Policy Number _____ EFFECTIVE _____ TO _____

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

1. Coverage

Coverage(s) shall attach only if an "X" is inserted in one or both of the boxes preceding Items A and B below: --

- A. (X) This policy covers the legal liability of the insured as a carrier under tariff, bill of lading or shipping receipt for direct loss or damage to lawful goods and merchandise consisting of WOODEN PALLETS

while loaded for shipment and in transit in or on vehicles described herein, including any undescrbed trailer(s) or semi-trailer(s) while attached to a commercial tractor described in this policy, anywhere with the radius as specified in Paragraph 2.

- B. () This policy covers lawful goods and merchandise consisting of _____

the property of the Insured or sold by them and in course of delivery, while loaded for shipment and in transit in or on vehicles described herein, including any undescrbed trailer(s) or semitrailer(s) while attached to a commercial tractor described in this policy, anywhere within the radius as specified in Paragraph 2.

2. Radius of Operations: The coverage under this policy shall only apply to direct loss or damage occurring within WITHIN 250 MILE RADIUS OF MIFFLIN, PA.

3. DESCRIPTION OF VEHICLES

YEAR	TRADE NAME	TYPE OF BODY AND TONNAGE	FACTORY OR MOTOR No.	AMOUNT OF INSURANCE PER VEHICLE	RATE
1987	INT'L	TRACTOR	868878	10,000.	CHARGE
1977-1987	INT'L	TRACTOR	GA13679	10,000.	CHARGE
1981	INT'L	TRACTOR	21608	10,000.	CHARGE

4. The Company's liability with respect to the contents of any vehicle is limited to the sum set opposite the description of the vehicle and in no event shall the Company be liable for more than TWENTY THOUSAND AND 00/100-----Dollars (\$ 20,000.) on account of claims arising out of any one disaster at one time subject to the following limits

(a) The liability of the Company for loss or damage by theft, if covered as a peril insured, of silks, rayons, furs, fur garments, drugs, manufactured tobacco products, alcoholic beverages of alcoholic content greater than 10% by volume or any combination of these commodities shall be limited to not exceeding 10% of the amount of insurance set forth opposite the description of the vehicle in paragraph 3 unless specifically identified (named) in paragraph 1A and/or 1B above as the lawful goods and merchandise loaded for shipment and in or on vehicles described herein anywhere within the radius as specified in paragraph 2.

PERMANENT LEASE AGREEMENT (FOR 30 MORE DAYS)

THIS AGREEMENT, MADE IN THE STATE OF PA THIS 28 DAY OF August 1990 BETWEEN

NAME	ADDRESS	CITY	STATE	ZIP
LESSEE <u>Matthew Sieber Trucking</u>	<u>203 Lickins Road</u>	<u>Millfin</u>	<u>Pa</u>	<u>17058</u>
LESSOR <u>JAY FUKROAD & SON</u>	<u>RD #2 Box 105</u>	<u>McAlisterville</u>	<u>Pa</u>	<u>17049</u>

WITNESSETH: It is mutually understood and agreed on this date that LESSOR does lease, let and hire to LESSEE and LESSEE does lease and rent from LESSOR the motor vehicle equipment hereinafter described in consideration of and subject to all the terms and conditions hereinafter provided, including all provisions on the reverse side hereof.

EQUIPMENT	YEAR	MAKE	SERIAL NO.	LICENSE NO.	STATE	OWNERS NAME
TRACTOR	<u>1977</u>	<u>Int.</u>	<u>E232768069</u>	<u>A80211</u>	<u>Pa</u>	<u>Matthew Sieber</u>
TRAILER	<u>1984</u>				<u>Pa</u>	<u>Matthew Sieber</u>

LESSEE shall pay LESSOR as rental hereunder as follows: 3% % of Gross Revenue; _____ cents per mile for _____ miles; (other) _____
 Which Does include Does not include Driver Services

Term of Lease: (Must be 30 or more days)
 This Lease Shall: Commence on August 28, 1990 and shall terminate on August 28, 1991

In consideration of foregoing, LESSEE agrees to pay within fifteen (15) days following return to it by LESSOR acceptable receipt evidencing clear delivery of property transported, driver logs, inspections and all required State and Federal documents and (other) _____

THE FOLLOWING INSURANCE IS PROVIDED BY LESSEE: Liability property cargo bobtail other _____

If LESSOR is to be charged by LESSEE for any of the above coverage state amount in dollars and cents \$ _____
 ESCROW FUNDS: LESSOR is is not required to have an escrow fund or performance bond. Should LESSEE require an escrow fund or performance bond state amount required \$ _____ and prepare proper documentation as explained on reverse side of lease and attach to all three copies of this lease.

The Responsibility for Loading & Unloading shall be: Lessee Lessor If Lessor; Lessor shall be Paid \$ _____

PARTY	RESPONSIBILITY OF EACH PARTY WITH RESPECT TO: (check applicable section)						
	Cost of Fuel	Fuel/Mileage Taxes	Empty Mileage	Overize Permits	Fuel/Mileage Permits	PSC Type Permits	Base Plates And Licenses
LESSEE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
LESSOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

With regards to any unused portions of above stated items LESSEE will will not reimburse LESSOR except as following _____

VEHICLE INSPECTION							
TRACTOR	Not Defective		Date Corrected	TRAILER	Not Defective		Date Corrected
	Defective	Defective			Defective	Defective	
Air Compressor	/	/		Breakaway, Emergency	/	/	
Brakes, Service	/	/		Brakes, Service	/	/	
Brakes, Parking	/	/		Brake Connections	/	/	
Breakaway Valve	/	/		Hoses, Air	/	/	
Clutch-Transmission	/	/		Identification	/	/	
Exhaust System	/	/		Landing Gear	/	/	
Fuel System	/	/		Lights & Reflectors	/	/	
Fifth Wheel	/	/		Mud Flaps	/	/	
Heat-Defroster	/	/		Pickup Plate	/	/	
Hoses-Air	/	/		Tires & Wheels	/	/	
Identification	/	/		Springs	/	/	
Indicator, Air	/	/		Undercarriage	/	/	
Lights-Reflectors	/	/		Other	/	/	
Licenses	/	/		No Defects	/	/	
Mirrors	/	/					
Safety Equipment	/	/					
Speedometer	/	/					
Springs	/	/					
Steering	/	/					
Tires & Wheels	/	/					
Wipers	/	/					
Warning System, Air	/	/					
Other	/	/					
No Defects	/	/					

CHARGE BACK (items to be deducted)

RECEIVED

MAR 25 1991

SECRETARYS OFFICE
Public Utility Commission

METHOD OF COMPUTATION

I hereby certify that on the below date I carefully inspected the above and this is a true and correct report of the result of such inspection.

Matthew S. Sieber 8/28/90
 (Signature of person making inspection) DATE

I hereby certify that on the date stated above the person who made the inspection covered by this report was competent and qualified to make such inspection and was duly authorized to make such an inspection as a representative of this LESSEE.

8/28/90 Matthew S. Sieber PRESIDENT
 DATE SIGNATURE OF OFFICIAL OFFICIAL TITLE

BEFORE SIGNING THIS LEASE PLEASE READ BOTH SIDES OF THIS FORM. THIS LEASE CONTAINS THE FOLLOWING ATTACHMENTS (NAME THEM, & NOT'S, STATE NONE)

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized agents the day and year first written above.

LESSEE SIGNATURE Matthew S. Sieber LESSOR SIGNATURE _____

LESSEE'S RECEIPT FOR LESSOR'S EQUIPMENT DESCRIBED ABOVE
 I hereby certify that on _____, 19____, at _____ AM _____ PM the above described equipment was placed into the service of LESSEE and was received by _____

LEASE NO.
223

LESSOR'S RECEIPT FOR RETURN OF LEASED VEHICLE(S) FROM LESSEE
 I hereby certify that on _____, 19____, at _____ AM _____ PM the equipment described in the lease no. shown at right was returned to LESSOR and was received by _____

PLACARD DECAL NO.

PERMANENT LEASE AGREEMENT (FOR 30 OR MORE DAYS)

A-109497 3/4/91 Applicant's Exhibit No. 5

THIS AGREEMENT, MADE IN TRIPPLICATE THIS 28 DAY OF February 19 91 BETWEEN

	NAME	ADDRESS	CITY	STATE	ZIP
LESSEE	<u>Paul Howard Smith Trucking</u>	<u>2021 S. 10th St. #105</u>	<u>Minneapolis</u>	<u>MN</u>	<u>55404</u>
LESSOR	<u>Mayhew Construction</u>	<u>RD 2 Box 105</u>	<u>Minneapolis</u>	<u>MN</u>	<u>55404</u>

WITNESSETH: It is mutually understood and agreed on this date that LESSOR does lease, let and hire to LESSEE and LESSEE does lease and rent from LESSOR the motor vehicle equipment hereinafter described in consideration of and subject to all the terms and conditions hereinafter provided, including all provisions on the reverse side hereof.

EQUIPMENT	YEAR	MAKE	SERIAL NO.	LICENSE NO.	STATE	OWNERS NAME
TRACTOR	<u>87</u>	<u>John Deere</u>	<u>123456789</u>	<u>12345678</u>	<u>MN</u>	<u>Paul Howard Smith</u>
TRAILER						<u>Paul Howard Smith</u>

LESSEE shall pay LESSOR as rental hereunder as follows: 2 % of Gross Revenue; _____ cents per mile for _____ miles; (other) _____
 Which Does include Does not include Driver Services

Term of Lease: (Must be 30 or more days)
 This Lease Shall: Commence on February 28, 19 91 and shall terminate on February 28, 19 91

In consideration of foregoing, LESSEE agrees to pay within fifteen (15) days following return to it by LESSOR acceptable receipt evidencing clear delivery of property transported, driver logs, inspections and all required State and Federal documents and (other) _____

THE FOLLOWING INSURANCE IS PROVIDED BY LESSEE: Liability property cargo bobtail other _____

If LESSOR is to be charged by LESSEE for any of the above coverage state amount in dollars and cents \$ _____

ESCROW FUNDS: LESSOR is is not required to have an escrow fund or performance bond. Should LESSEE require an escrow fund or performance bond state amount required \$ _____ and prepare proper documentation as explained on reverse side of lease and attach to all three copies of this lease.

The Responsibility for Loading & Unloading shall be: Lessee Lessor If Lessor; Lessor shall be Paid \$ _____

RESPONSIBILITY OF EACH PARTY WITH RESPECT TO: (check applicable section)

PARTY	Cost of Fuel	Fuel/Mileage Taxes	Empty Mileage	Oversize Permits	Fuel/Mileage Permits	PSC Type Permits	Base Plates And Licenses
LESSEE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
LESSOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

With regards to any unused portions of above stated items LESSEE will will not reimburse LESSOR except as following _____

VEHICLE INSPECTION

TRACTOR	Not Defective		Date Corrected	TRAILER	Not Defective		Date Corrected
Air Compressor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Breakaway, Emergency	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Brakes, Service	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Brakes, Service	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Brakes, Parking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Brake Connections	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Breakaway Valve	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Hoses, Air	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Clutch-Transmission	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Identification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Exhaust System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Landing Gear	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Fuel System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Lights & Reflectors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Fifth Wheel	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Mud Flaps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Heat-Defroster	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Pickup Plate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Hoses-Air	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Tires & Wheels	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Identification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Springs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Indicator, Air	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Undercarriage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Lights-Reflectors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Licenses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		No Defects	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Mirrors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
Safety Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Remarks: _____			
Speedometer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
Springs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
Steering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
Tires & Wheels	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
Wipers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
Warning System, Air	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
No Defects	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					

I hereby certify that on the below date I carefully inspected the above and this is a true and correct report of the result of such inspection.
Matthew J. Sieder 3/25/91
 (Signature of person making inspection) DATE

I hereby certify that on the date stated above the person who made the inspection covered by this report was competent and qualified to make such inspection and was duly authorized to make such an inspection as a representative of this LESSEE.

3/25/91 Matthew J. Sieder _____
 DATE SIGNATURE OF OFFICIAL OFFICIAL TITLE

CHARGE BACK (items to be deducted)

RECEIVED

MAR 25 1991

SECRETARY'S OFFICE
 Public Utility Commission

METHOD OF COMPUTATION

BEFORE SIGNING THIS LEASE PLEASE READ BOTH SIDES OF THIS FORM. THIS LEASE CONTAINS THE FOLLOWING ATTACHMENTS (NAME THEM, IF NONE, STATE NONE) _____

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized agents the day and year first written above.

LESSEE SIGNATURE _____ LESSOR SIGNATURE _____

LESSEE'S RECEIPT FOR LESSOR'S EQUIPMENT DESCRIBED ABOVE I hereby certify that on _____, 19____, at _____ AM _____ PM the above described equipment was placed into the service of LESSEE and was received by _____	LEASE NO. 224
LESSOR'S RECEIPT FOR RETURN OF LEASED VEHICLE(S) FROM LESSEE I hereby certify that on _____, 19____, at _____ AM _____ PM the equipment described in the lease no. shown at right was returned to LESSOR and was received by _____	PLACARD DECAL NO.

Ramsey Exhibit No. 1
A-109497 Hg-Jx
3/4/91

DOCKETED
MAR 28 1991

700
FOUNDER

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE: :
: Application of :
: Matthew S. Sieber, :
: d/b/a Sieber Trucking : A. 109497
: :

RECEIVED
MAR 25 1991
SECRETARYS OFFICE
Public Utility Commis:

PROTEST OF GARY L. RAMSEY TRUCKING, INC.
PARTIAL TESTIMONY OF CAROL L. RAMSEY

- Q. Please state your full name and address.
- A. My name is Carol L. Ramsey. My address is R.D. #1, Box 13, Mifflintown, PA 17059-9518.
- Q. What are your position and responsibilities with Gary L. Ramsey Trucking, Inc.
- A. I am secretary/treasurer of Ramsey Trucking and the wife of Gary L. Ramsey. My responsibilities include handling shipper requests for service, assisting with scheduling equipment and drivers, bookkeeping and payroll and virtually all other office duties in the day-to-day operation of our business.
- Q. What is your experience in the trucking industry?
- A. I have approximately eighteen (18) years experience in the operation of motor vehicle transportation equipment, as a leased operator and as a carrier operating under authority granted by the Pennsylvania Public Utility Commission and the Interstate Commerce Commission.
- Q. What authority has Ramsey Trucking been granted by the Pennsylvania Public Utility Commission?
- A. On February 9, 1989, Ramsey Trucking was granted a contract carrier permit at Docket No. A.108324. A copy of our authority granted in that permit is attached as Exhibit "A".

On May 10, 1990 we applied to the Commission to convert our contract carrier permit to common carrier authority. On January 24, 1991 we were granted a Certificate of Public Convenience at Docket No. A.108324, Folder 2 A copy of our authority as granted by the Commission is attached as Exhibit "B". Our authority includes the right to transport wood products, building materials, pallets, pallets lumber, graded lumber, wood ties, slab wood, aluminum siding, nails, insulation and wood fence. For the most part we concentrate our business on transporting pallets for manufacturers located in Juniata, Mifflin and Huntingdon Counties. Most of the other products we have authority to haul are carried on our return trips to those counties.

Q. Have you also been granted authority by the Interstate Commerce Commission?

A. Yes, on December 21, 1988, we were granted authority by the Interstate Commerce Commission at Docket No. MC 213425. A copy of our authority is attached as Exhibit "C".

Q. Can you please describe your equipment.

A. We have eight (8) truck tractors and eight (8) flatbed trailers and two (2) van trailer. A list of our equipment is attached as Exhibit "D". All of this equipment is maintained in first rate condition and is operated in compliance with all state and federal statutes and regulations.

Q. Do you carry insurance on your equipment?

A. Yes, all of our equipment is insured as required by the Interstate Commerce Commission which is equal to or in excess of the amount required by the rules of the Public Utility Commission.

Q. How much of your equipment is dedicated to the transportation of pallets?

A. Our equipment is dedicated primarily to the transportation of wood pallets for manufacturers located in Mifflin, Juniata and Huntingdon Counties.

Q. Is there anything special about your equipment?

A. Yes. All of our flatbed trailers are 48 feet long. They were purchased specifically for the pallet industry. Pallet manufacturers require 48 foot trailers to maximize the numbers of pallets which can be transported. Also, we have two van trailers which were purchased to transport pallets to those customers of our shippers with unionized employees who are not permitted to drive their towmotors unto flatbed trailers which may be wet because of rain or snow.

- Q. Approximately how many loads of pallets do you transport each week?
- A. Our records indicate that during the fourteen (14) months period from January 1990 through February 1991 we averaged approximately 30 loads of pallets per week from shippers located in Juniata, Mifflin and Huntingdon Counties.
- Q. Have you prepared an Exhibit to reflect this information?
- A. Yes. Attached as Exhibit "E" are monthly calendars which I have prepared to show on a daily basis the loads we transport to points in and outside Pennsylvania for the period January 1990 through February 1991. On the average we transported 6 loads per day. Some loads were to nearby delivery points so some of our equipment could have handles several loads per day. Since we have eight tractors and ten trailers available we could have handled more traffic each day.
- Q. Is all of your equipment occupied on a regular basis?
- A. No. The monthly calendars which are Exhibit "E" show that on the average we had approximately 3 units which are not being used each day. This does not take into account that some of our units could have handled several loads per day when the delivery points were nearby such as Harrisburg or other points in Central Pennsylvania. Our unoccupied equipment has been growing somewhat during the last few months because of the economic slowdown so I've used a fourteen (14) months average to try to even out the economic conditions.
- Q. Do you keep a record of requests you receive for service?
- A. Yes. We keep a stenographic notebook with all calls received at our office. This includes calls for service and any other reason.
- Q. Do your records reflect any situation in which you were unable to provide service to a shipper?
- A. Our records do not reflect any situation in which we were unable to provide service to a shipper under our authority granted by the Pennsylvania Public Utility Commission.
- Q. I believe you are familiar with the authority requested by Sieber Trucking in this proceeding. Would you please tell us to what extent your authority granted by the PUC is in conflict with the authority requested.
- A. Sieber Trucking has requested authority to transport wood products from points in Juniata, Mifflin and Perry Counties to points in Pennsylvania. We also have authority to transport wood products between points in Juniata and Mifflin County which is in direct conflict with the authority requested by Sieber Trucking.

- Q. What would the economic effect be upon Ramsey Trucking if the application of Sieber Trucking is granted?
- A. During 1988 and 1989 our income from Ridge View Pallets was \$91,153.05 and \$82,873.65, respectively. Please see federal form 1099 attached as Exhibits "F" and "G". For the period January 1, 1990 through ~~May 31~~^{June 30}, 1990 our income from Ridge View Pallets was only \$31,262.40. See federal form 1099 attached as Exhibit "H". On May 31, 1990 our service to Ridge View Pallets ended. Sieber Trucking took over service to Ridge View Pallets. We lost over \$50,000 in income which represented about one-fifth of our total income when Sieber Trucking took the Ridge View business. I believe if Sieber is granted the authority requested from the Commission it will have a serious adverse impact upon our business and the other carriers transporting pallets in Juniata and Mifflin Counties as reflected by these figures.
- Q. Have you been able to replace any of the lost income?
- A. Yes, to some extent. We have contacted other shippers but before we could provide service to them we had to apply for additional authority from the PUC. We also decide to seek common carrier authority so we could seek more shippers to keep our equipment and drivers fully employed. However, we haven't been totally successful and some of our equipment is unused.
- Q. Were present in the hearing room for the testimony of Ridge View Pallets in support of the application for Sieber Trucking?
- A. Yes.
- Q. During that testimony it was stated that Ramsey Trucking was unable to deliver a load of pallets to Baltimore, Maryland. I understand that wasn't a trip under the jurisdiction of the PUC, but can you please tell us what happened on that occasion?
- A. Certainly. Ramsey Trucking was asked by Ridge View Pallets to take a load of pallets to Baltimore leaving shortly after midnight on a Friday morning. Our trailer was at Ridge View on Thursday being loaded. However, late on Thursday we received word that the load wouldn't be ready that day and could we take the load sometime before midday on Friday. We had to tell Ridge View we couldn't meet their schedule early Friday. The driver we had available to make the run to Baltimore could not make the run later in the day and we did not have another driver available that day.

- Q. Just to clear the record, I believe you also heard testimony about the cancellation of your contract with Ridge View Pallets. Can you tell us why that occurred?
- A. Yes. On August 12, 1988 we entered into a contract carrier agreement with Ridge View Pallets. A copy of that contract is attached as Exhibit "I". That contract provides for a 30-day termination notice. When we were told that Ridge View no longer wanted our services, we gave Ridge View the 30-day notice required by the contract.
- Q. Would you still be willing to provide service to Ridge View Pallets if you were requested to do so?
- A. Yes. We would be happy to provide service to Ridge View as we would anyone else who requested the service we are permitted to provide by the authority granted by the Public Utility Commission. Since we have equipment available, I believe we could meet most demands for service in our service territory.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE: :
Application of Matthew S. : A. 109497
Sieber, d/b/a Sieber :
Trucking, :

PROTEST OF GARY L. RAMSEY TRUCKING, INC.
PARTIAL TESTIMONY OF CAROL L. RAMSEY

Contract carrier permit at Docket No. A.108324

IT IS ORDERED: That the application be and is hereby approved and that a permit be issued granting the following right:

1. To transport, as a contract carrier by motor vehicle, wood products for Rockland Pallets, Inc.; Ridge View Pallets; J. Box & Lumber; Oakland Pallet Company; and J & N Pallet Co., from the Pennsylvania facilities owned and/or operated by said companies, to points in Pennsylvania, with the right to return refused, rejected or damaged shipments to the point of origin.
2. To transport, as a contract carrier by motor vehicle, nails for Rockland Pallets, Inc.; Ridgeview Pallets; J Box & Lumber; Oakland Pallet Company and J & N Pallet Co., from points in Pennsylvania, to the Pennsylvania facilities owned and/or operated by said companies, with the right to return refused, rejected or damaged shipments to the point of origin.
3. To transport, as a contract carrier by motor vehicle, building materials for Rickenbaugh Building Supply, from the facilities owned and/or operated by said company, to points in Pennsylvania and vice versa.

EXHIBIT "A"

IN RE: :
Application of Matthew S. : A. 109497
Sieber, d/b/a Sieber :
Trucking, :

PROTEST OF GARY L. RAMSEY TRUCKING, INC.
PARTIAL TESTIMONY OF CAROL L. RAMSEY

Certificate of Public Convenience at
Docket No. A.103324

IT IS ORDERED: That the application, as amended, as further modified, be and is hereby approved granting the following right:

To transport, as a Class D carrier, wood products, building materials, pallets, pallet lumber, graded lumber, wood ties, slab wood, aluminum siding, nails, insulation and wood fence between points in the counties of Juniata, Mifflin and Huntingdon, and from points in the said territory to points in Pennsylvania, and vice versa;

subject to the following conditions:

That no right, power or privilege is granted to transport commodities in bulk.

That no right, power or privilege is granted to transport cement except for Rickenbaugh Building Supply.

That no right, power or privilege is granted to render service to 84 Lumber Company.

That no right, power or privilege is granted to transport refractory products or iron and steel products except nails.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE: :
Application of Matthew S. : A. 109497
Sieber, d/b/a Sieber :
Trucking, :

PROTEST OF GARY L. RAMSEY TRUCKING, INC.

PARTIAL TESTIMONY OF CAROL L. RAMSEY

Interstate Commerce Commission authority
at Docket No. MC 213425

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting (1) forest products (except commodities in bulk), between points in CT, DE, FL, IL, IN, KY, ME, MD, MA, NH, NJ, NY, OH, PA, TN, VT, VA, and WV; (2) lumber and wood products (except commodities in bulk), between points in CT, DE, FL, GA, IL, IN, KY, ME, MD, MA, NH, NJ, NY, NC, OH, PA, RI, SC, TN, VT, VA, and WV; and (3) building materials (except commodities in bulk), between points in CT, DE, KY, MD, MA, NH, NJ, NC, OH, PA, RI, VT, and VA.

EXHIBIT "C"

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE: :
Application of Matthew S. : A. 109497
Sieber, d/b/a Sieber :
Trucking, :

PROTEST OF GARY L. RAMSEY TRUCKING, INC.
PARTIAL TESTIMONY OF CAROL L. RAMSEY

EQUIPMENT LIST AS OF 2/28/91

<u>Type</u>	<u>Serial Number</u>
1. 1977 International Tractor	E2327GGA17598
2. 1981 International Tractor	1HTE23276BGA12083
3. 1981 International Tractor	1HTL23278BGA14425
4. 1980 International Tractor	SKS110PA
5. 1977 International Tractor	E2327GGA29568
6. 1984 International Tractor	1HSREJXRIEHB18631
7. 1978 Kenworth Tractor	29872341403
8. 1981 Fruehauf Trailer	1H4F04525AF116301
9. 1981 Fruehauf Trailer	1H4P04528BF059702
10. 1981 Fruehauf Trailer	1HUP04523BF059705
11. 1987 Dorsey Trailer	1DTP16X23HP023403
12. 1987 Dorsey Trailer	1DTP16X25HP023404
13. 1989 Dorsey Trailer	1DTP16Z27KP026177
14. 1989 Dorsey Trailer	1DTP16Z29KP026178
15. 1989 Dorsey Trailer	1DTP16Z27KP026180
16. 1977 Trailmobile Trailer	D14AS92934
17. 1987 Western Star	2WKPDCJG3HK916652
18. 1987 Dorsey 48' Van	1DTV11X24HW024429

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE: :
Application of Matthew S. :
Sieber, d/b/a Sieber : A. 109497
Trucking, :

PROTEST OF GARY L. RAMSEY TRUCKING, INC.

PARTIAL TESTIMONY OF CAROL L. RAMSEY

Monthly calendars to show on a daily basis the loads transported to points in and outside of Pennsylvania, for the period January, 1990 through February, 1991.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<p>7 trucks</p> <p>X</p>	<p>1</p> <p>X</p>	<p>2</p> <p>PA - 1</p> <p>CUT - 3</p> <p>State</p>	<p>3</p> <p>PA - 3</p> <p>CUT - 5</p>	<p>4</p> <p>PA - 1</p> <p>CUT - 5</p>	<p>5</p> <p>PA - 3</p> <p>CUT - 4</p>	<p>6</p> <p>X</p>
<p>7</p> <p>X</p>	<p>8</p> <p>PA - 4</p> <p>CUT - 5</p>	<p>9</p> <p>PA - 2</p> <p>CUT - 6</p>	<p>10</p> <p>PA - 1</p> <p>CUT - 4</p>	<p>11</p> <p>PA - 4</p> <p>CUT - 3</p> <p>12:00 - PA</p>	<p>12</p> <p>PA - 2</p> <p>CUT - 5</p>	<p>13</p> <p>X</p>
<p>14</p> <p>X</p>	<p>15</p> <p>PA - 2</p> <p>CUT - 6</p>	<p>16</p> <p>PA - 1</p> <p>CUT - 7</p>	<p>17</p> <p>PA - 4</p> <p>CUT - 3</p>	<p>18</p> <p>PA - 3</p> <p>CUT - 5</p>	<p>19</p> <p>PA - 2</p> <p>CUT - 6</p>	<p>20</p> <p>X</p> <p>Exhibit "E"</p>
<p>21</p> <p>X</p>	<p>22</p> <p>PA - 2</p> <p>CUT - 6</p>	<p>23</p> <p>PA - 2</p> <p>CUT - 3</p>	<p>24</p> <p>PA - 1</p> <p>CUT - 3</p>	<p>25</p> <p>PA - 2</p> <p>CUT - 2</p>	<p>26</p> <p>PA - 3</p> <p>CUT - 5</p>	<p>27</p> <p>PA - 1</p>
<p>28</p> <p>X</p>	<p>29</p> <p>PA - 2</p> <p>CUT - 3</p>	<p>30</p> <p>PA - 3</p> <p>CUT - 4</p>	<p>31</p> <p>PA - 1</p> <p>CUT - 5</p>			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
8 trucks				122 PA - 1 CUT - 5 STATE 1 BACK HAUL - PA	3 PA - 3 CUT - 4	3
4 - X	5 PA - 4 CUT - 4	6 PA - 5 CUT 3	7 PA - 1 CUT - 6 1 BACK HAUL - PA	8 PA - 0 CUT - 5 1 BACK HAUL - PA 1 BACK HAUL - MT	9 PA - 2 CUT - 4	10
" - X	12 PA - 4 CUT - 4	13 PA - 1 CUT - 5	14 PA - 0 CUT - 6	15 PA - 0 CUT - 5	16 PA - 3 CUT - 3	17
15 - X	18 PA - 5 CUT - 3	20 PA - 2 CUT - 7	21 PA - 1 CUT - 7	22 PA - 2 CUT - 4	23 PA - 3 CUT 6	24
15 X	25 PA - 1 CUT 7	26 PA - 3 CUT - 6	27 PA - 3 CUT 6			

FOR THE MONTH OF - *March - 1990*

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<u>5 - 1 week's</u>				1 $\frac{2}{2}$ 12 - 3 <u>Out - 5</u> State	8 12 - 1 <u>Out - 5</u>	3
4 X	5 PA - 4 Out - 3 1 $\frac{2}{2}$ March 1 - NT	6 PA - 4 Out - 3	7 PA - 1 Out - 5 1 Back Hill - NJ	8 PA - 3 Out - 4	9 PA - 1 Out - 1	10 X
11 X	12 PA - 3 Out - 5	13 PA - 3 Out - 3	14 PA - 2 Out - 6	15 PA - 4 Out - 5 1 Back Hill - PA	16 PA - 2 Out - 4	17 X
18 X	19 PA - 2 Out - 5	20 PA - 4 Out - 6	21 PA - 1 Out - 3	22 PA - 1 Out - 5 1 Back Hill - PA	23 PA - 1 Out - 6	24 Out - 1
25 X	26 PA - 5 Out - 5	27 PA - 3 Out - 5	28 PA - 3 Out - 5	29 PA - 1 Out - 7	30 PA - 3 Out - 7	31 X

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 S-Drinks X	2 PA - 3 CUT - 6 State	3 PA - 4 CUT - 4	4 PA - 3 CUT - 5	5 PA - 0 CUT - 8	6 PA - 2 CUT - 6 Back Hall - PA	7 X
8 X	9 PA - 2 CUT - 7	10 PA - 3 CUT - 6	11 PA - 2 CUT - 5	12 PA - 1 CUT - 6 Back Hall - PA	13 PA - 0 CUT - 4	14 X
15 X	16 PA - 2 CUT - 7	17 PA - 5 CUT - 4	18 PA - 2 CUT - 4	19 PA - 1 CUT - 5	20 PA - 0 CUT - 7	21 CUT - 1
22 X	23 PA - 3 CUT - 5	24 PA - 4 CUT - 4	25 PA - 2 CUT - 5	26 PA - 0 CUT - 7 Back Hall - PA	27 PA - 2 CUT - 3	28 CUT - 1
29 X	30 PA - 1 CUT - 4 Back Hall - PA					

FOR THE MONTH OF - *May* - 1990

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<u>End weeks</u>		13 th PA - 1 CUT - 3 <u>SHADE</u>	14 th PA - 0 CUT - 7	15 th PA - 1 CUT - 5	16 th PA - 0 CUT - 7	17 th PA - 0 CUT - 1
X	7 PA - 3 CUT - 4	8 PA - 3 CUT - 5	9 PA - 0 CUT - 5	10 PA - 1 CUT - 7	11 PA - 1 CUT - 7	12 ✓
X	14 PA - 3 CUT - 4	15 PA - 2 CUT - 4	16 PA - 0 CUT - 5	17 PA - 1 CUT - 7 Special -	18 PA - 2 CUT - 3	19 ✓
X	21 PA - 2 CUT - 4	22 PA - 4 CUT - 4	23 PA - 0 CUT - 7	24 PA - 1 CUT - 5	25 PA - 2 CUT - 2	26 +
X	28 PA - X CUT - X	29 PA - 1 CUT - 6	30 PA - 1 CUT - 7	31 PA - 1 CUT - 6		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<u>3 + weeks</u>					1 ²⁰ PA - 2 CUT - 4 State	2 X
3 X	4 ⁿ PA - 0 CUT 6	5 ⁿ PA 0 CUT. 3	6 ⁿ PA - 1 CUT - 7	7 ⁿ PA - 2 CUT - 5	8 ⁿ PA - 2 CUT - 4	9 X ●
10 X	11 ⁿ PA - 0 CUT 4	12 ⁿ PA - 1 CUT - 3	13 ⁿ PA - 0 CUT - 6	14 ⁿ PA - 0 CUT - 4	15 ⁿ PA - 0 CUT - 6	16 CUT - 1
17 X	18 ⁿ PA - 2 CUT 6	19 ⁿ PA - 1 CUT - 3 1200-1400 -	20 ⁿ PA - 2 CUT - 4	21 ⁿ PA - 3 CUT 5	22 ⁿ PA 0 CUT - 6	23 X ●
24 X	25 ⁿ PA 1 CUT - 2	26 ⁿ PA - 1 CUT - 3	27 ⁿ PA - 3 CUT - 4	28 ⁿ PA - 1 CUT - 5	29 ⁿ PA - 2 CUT - 4	30 X

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 <u>5</u> <u>Traces</u> X	2 <u>PA</u> - 1 <u>Cur</u> - 7 <u>State</u>	3 <u>PA</u> - 0 <u>Cur</u> - 4	4 X	5 <u>PA</u> - 1 <u>Cur</u> - 6	6 <u>PA</u> - 5 <u>Cur</u> - 4	7 X
8 X	9 <u>PA</u> - 1 <u>Cur</u> - 5	10 <u>PA</u> - 1 <u>Cur</u> - 3	11 <u>PA</u> - 2 <u>Cur</u> - 6	12 <u>PA</u> - 3 <u>Cur</u> - 6	13 <u>PA</u> - 0 <u>Cur</u> - 4	14 X
15 L	16 <u>PA</u> - 3 <u>Cur</u> - 6	17 <u>PA</u> - 6 <u>Cur</u> - 3	18 <u>PA</u> - 1 <u>Cur</u> - 4	19 <u>PA</u> - 3 <u>Cur</u> - 4	20 <u>PA</u> - 0 <u>Cur</u> - 6	21 X
22 X	23 <u>PA</u> - 0 <u>Cur</u> - 8	24 <u>PA</u> - 1 <u>Cur</u> - 5 <u>Cur</u> - 5 <u>Cur</u> - 5	25 <u>PA</u> - 3 <u>Cur</u> - 5	26 <u>PA</u> - 3 <u>Cur</u> - 4	27 <u>PA</u> - 4 <u>Cur</u> - 4	28 X
29 X	30 <u>PA</u> - 0 <u>Cur</u> - 6	31 <u>PA</u> - 0 <u>Cur</u> - 5				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<u>2</u> 2			<u>1</u> PA - 0 CUT - 4 State	<u>2</u> PA - 2 CUT - 7	<u>3</u> PA - 1 CUT - 7	<u>4</u>
<u>5</u> V	<u>6</u> PA - 1 CUT - 6	<u>7</u> PA - 1 CUT - 6	<u>8</u> PA - 3 CUT - 4 PA - MUL - 10	<u>9</u> PA - 1 CUT - 4	<u>10</u> PA - 1 CUT - 6	<u>11</u>
<u>12</u> V	<u>13</u> PA - 2 CUT - 2	<u>14</u> PA - 1 CUT - 4	<u>15</u> PA - 2 CUT - 3	<u>16</u> PA - 1 CUT - 7	<u>17</u> PA - 1 CUT - 7	<u>18</u> PA - 1 CUT - 5
<u>19</u> V	<u>20</u> PA - 1 CUT - 6	<u>21</u> PA - 2 CUT - 3	<u>22</u> PA - 2 CUT - 4	<u>23</u> PA - 0 CUT - 6	<u>24</u> PA - 3 CUT - 3	<u>25</u>
<u>26</u> V	<u>27</u> PA - 1 CUT - 6	<u>28</u> PA - 1 CUT - 6	<u>29</u> PA - 1 CUT - 6	<u>30</u> PA - 2 CUT - 5	<u>31</u> PA - 2 CUT - 5	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<p><u>Remarks</u></p>						1
2	3	4 TH PA - 1 CUT - 7 STATE	5 PA - 3 CUT 6	6 PA - 1 CUT - 6	7 PA - 2 CUT 3	8
9	10 PA - 4 CUT - 3	11 PA - 1 CUT 5	12 PA - 2 CUT 5	13 PA - 0 CUT - 6	14 PA - 3 CUT - 2	15 CUT - 1
16	17 PA - 0 CUT 6	18 PA - 2 CUT - 6	19 PA - 3 CUT 5	20 PA - 1 CUT 7	21 PA - 0 CUT - 5	22
23	24 PA - 1 CUT - 1	25 PA - 1 CUT - 1 STATE	26 PA - 3 CUT - 3	27 PA - 1 CUT - 1	28 PA - 3 CUT - 4	29

FOR THE MONTH OF - *October - 1990*

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<i>2-1</i>	1 PA - 2 CUT - 4 <i>etc</i>	2 PA - 1 CUT - 4 <i>Backhaul - NT</i>	3 PA - 1 CUT - 4	4 PA - 1 CUT - 4	5 PA - 3 CUT - 4	6 PA - CUT -
X	7 PA - 3 CUT - 1	8 PA - 2 CUT - 5	9 PA - 2 CUT - 5	10 PA - 2 CUT - 4	11 PA - 2 CUT - 4	12 PA - 2 CUT - 4
X	13 PA - 2 CUT - 5	14 PA - 1 CUT - 2	15 PA - 3 CUT - 5	16 PA - 1 CUT - 6	17 PA - 2 CUT - 6 <i>Backhaul PA</i>	18 PA - CUT -
X	19 PA - 2 CUT - 6	20 PA - 2 CUT - 4	21 PA - 1 CUT - 5 <i>Backhaul - NT</i>	22 PA - 4 CUT - 1 <i>Backhaul - PA</i>	23 PA - 1 CUT - 2	24 PA - CUT -
X	25 PA - 1 CUT - 3	26 PA - 2 CUT -	27 PA - 3 CUT - 3			

NOVEMBER 1970

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<u>F. trucks</u>				1 ^{PA} 0 CUT 5 ST. 1.6	2 ^{PA} 1 CUT 4	3
4 X	5 PA 4 CUT 4	6 PA 3 CUT 5 EVENING 7A	7 PA 2 CUT 5	8 PA 3 CUT 4	9 PA 3 CUT 5	10
11 X	12 PA 3 CUT 5	13 PA 4 CUT 4	14 PA 3 CUT 4	15 PA 5 CUT 3	16 PA 4 CUT 5	17 X
18 X	19 PA 3 CUT 3 EVENING 7A	20 PA 3 CUT 7	21 PA 5 CUT 5	22 X	23 PA 0 CUT 1	24 X
25 X	26 PA 0 CUT 4	27 PA 3 CUT 1	28 PA 1 CUT 7	29 PA 1 CUT 3	30 PA 1 CUT 1	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 <u>4 trucks</u>						1 X
2 X	3 PA 5 CUT 6 54.4	4 PA 5 CUT 5	5 PA 3 CUT 3	6 PA 0 CUT 7	7 PA 6 CUT 2	8 X
9 X	10 PA 1 CUT 4	11 PA 2 CUT 3	12 PA 1 CUT 3	13 PA 5 CUT 5	14 PA 6 CUT 2	15 PA - 0 CUT - 1
16 X	17 PA 4 CUT 5	18 PA 1 CUT 7	19 PA 1 CUT 6	20 PA 5 CUT 5	21 PA 5 CUT 4	22 PA 1
23 X	24 PA 1 CUT 1	25 PA 1 CUT 1	26 PA 5 CUT 1	27 PA 1 CUT 2	28 PA 3 CUT 3	29 X

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
5 + weeks		1 X	2 PA - 2 Cut of Seats - 7	3 PA - 2 Cut - 6	4 PA - 7 Cut - 6	5 X
6	7 PA - 1 Cut - 3	8 PA - 1 Cut - 1 Back haul - PA	9 PA - 2 Cut 4	10 PA - 2 Cut - 5	11 PA - 3 Cut - 3	12 PA - 1
13	14 PA - 3 Cut - 3 Back haul - PA	15 PA - 2 Cut - 3	16 PA - 1 Cut 6	17 PA - 4 Cut - 2 Back haul - PA	18 PA - 4 Cut - 7	19 ✓
20	21 PA - 2 Cut - 3	22 PA - 3 Cut 4	23 PA - 4 Cut - 2 Back haul - PA	24 PA - 2 Cut - 4	25 PA - 7 Cut - 3	26 ✓
27	28 PA - 3 Cut - 3	29 PA - 5 Cut - 2	30 PA - 3 Cut - 6	31 PA - 5 Cut - 3		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<u>Ent mckc</u>					$\frac{1}{\text{PA}} - 3$ $\frac{\text{OUT}}{\text{State}} - 4$	$\frac{2}{X}$
3 X	4 $\frac{\text{PA}}{\text{PA}} - 2$ $\text{OUT} - 5$	5 $\frac{\text{PA}}{\text{PA}} - 2$ $\text{OUT} - 4$	6 $\frac{\text{PA}}{\text{PA}} - 3$ $\text{OUT} - 4$	7 $\frac{\text{PA}}{\text{PA}} - 2$ $\text{OUT} - 4$	8 $\frac{\text{PA}}{\text{PA}} - 3$ $\text{OUT} - 2$	9 $\frac{4}{X}$
10 X	11 $\frac{\text{PA}}{\text{PA}} - 4$ $\text{OUT} - 4$	12 $\frac{\text{PA}}{\text{PA}} - 4$ $\text{OUT} - 2$ $\text{PA} - 1$	13 $\frac{\text{PA}}{\text{PA}} - 2$ $\text{OUT} - 2$	14 $\frac{\text{PA}}{\text{PA}} - 3$ $\text{OUT} - 1$ $\text{PA} - 1$	15 $\frac{\text{PA}}{\text{PA}} - 5$ $\text{OUT} - 4$	16 $\frac{X}{X}$
17 X	18 $\frac{\text{PA}}{\text{PA}} - 4$ $\text{OUT} - 1$	19 $\frac{\text{PA}}{\text{PA}} - 2$ $\text{OUT} - 2$	20 $\frac{\text{PA}}{\text{PA}} - 2$ $\text{OUT} - 2$	21 $\frac{\text{PA}}{\text{PA}} - 3$ $\text{OUT} - 3$ $\text{PA} - 1$	22 $\frac{\text{PA}}{\text{PA}} - 3$ $\text{OUT} - 3$	23 $\frac{X}{X}$
24 X	25 $\frac{\text{PA}}{\text{PA}} - 1$ $\text{OUT} - 1$	26 $\frac{\text{PA}}{\text{PA}} - 1$ $\text{OUT} - 1$	27 $\frac{\text{PA}}{\text{PA}} - 1$ $\text{OUT} - 3$	28 $\frac{\text{PA}}{\text{PA}} - 1$ $\text{OUT} - 1$		

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE:
 Application of Matthew S. Sieber, d/b/a Sieber Trucking, :
 : A. 109497
 :

PROTEST OF GARY L. RAMSEY TRUCKING, INC.
PARTIAL TESTIMONY OF CAROL L. RAMSEY

1988 income from Ridge View Pallets

CORRECTED (if checked)

PAYER'S name, street address, city, state, and ZIP code Rockland Ridge Farms Inc. dba Ridge View Pallets R.D. 1 Box 670 Mifflintown, PA 17059		OMB No 1545-0115 1988 Statement for Recipients of	Miscellaneous Income	Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this income is taxable and the IRS determines that it has not been reported
1 Rents \$	4 Federal income tax withheld \$			
2 Royalties \$	5 Medical and health care payments \$	6 Prizes and awards \$	7 Nonemployee compensation \$ 91,153.05	8 Substantive payments in lieu of dividends or interest \$
PAYER'S Federal identification number 23-2408858	RECIPIENT'S identification number 23-1707755	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale	10 The amount in Box 7 is crop insurance proceeds	Account number (optional)
RECIPIENT'S name (first, middle, last) Gary L. Ramsey Street address R.D. 3 Box 49 Mifflintown, PA 17059		Department of the Treasury - Internal Revenue Service		

Form 1099-MISC

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE: :
 Application of Matthew S. : A. 109497
 Sieber, d/b/a Sieber :
 Trucking, :

PROTEST OF GARY L. RAMSEY TRUCKING, INC.
PARTIAL TESTIMONY OF CAROL L. RAMSEY

1989 income from Ridge View Pallets

9595		[] VOID	[] CORRECTED	For Official Use Only
Type of machine print PAYER'S name, street address, city, state, and ZIP code Rockland Ridge Farms, Inc. d/b/a Ridge View Pallets R.D. 1 Box 670 Pittsinton, IA 17059		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 1989 Statement for Recipients of
PAYER'S Federal identification number 23-2408858		3 Prizes and awards \$	4 Federal income tax withheld \$	
Type of machine print RECIPIENT'S name (first, middle, last) Gary Ramsey Street address R.D. 1 Box 13 City, state and ZIP code Pittsinton, IA 17059		5 Fishing boat proceeds \$	6 Medical and health care payments \$	Miscellaneous Income Copy A For Internal Revenue Service Center For Paperwork Reduction Act Notice and instructions for completing this form, see Forms 1099, 1098, 5498, 1096, and W-2G.
Account number (optional)		7 Nonemployee compensation \$ 82,873.65	8 Substitute payments, in lieu of dividends, or interest \$	
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale	10 Crop insurance proceeds \$	

Department of the Treasury Internal Revenue Service

Form 1099-MISC

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE:
 Application of Matthew S. Sieber, d/b/a Sieber Trucking, :
 : A. 109497
 :

PROTEST OF GARY L. RAMSEY TRUCKING, INC.
PARTIAL TESTIMONY OF CAROL L. RAMSEY

Income from Ridge View Pallets for the period January 1, 1990 through May 31, 1990.

CORRECTED (if checked)

PAYER'S name, street address, city, state, and ZIP code Boo:land Ridge Farms Inc. d/b/a Ridge View Pallets R.D. 1 Box 670 Mifflintown, PA 17059		OMB No 1545-0115 1990 Statement for Recipients of		Miscellaneous Income Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported
PAYER'S Federal identification number 23-2408858		5 Fishing boat proceeds \$		
RECIPIENT'S name Gary L. Ramsey Street address R.D. 1 Box 13 City, state, and ZIP code Mifflintown, PA 17059 Account number (optional)		6 Federal income tax withheld \$		7 Nonemployee compensation \$
RECIPIENT'S identification number 23-1707755		8 Medical and health care payments \$		
1 Rents \$		9 Payer's state tax withheld (recipient) for resale <input type="checkbox"/>		10 Crop insurance proceeds \$
2 Royalties \$		11 State income tax withheld \$		
3 Prizes, awards, etc. \$		12 State/Payer's state number		

Department of the Treasury Internal Revenue Service

Form 1099-MISC

IN RE: :
Application of Matthew S. : A. 109497
Sieber, d/b/a Sieber :
Trucking, :

PROTEST OF GARY L. RAMSEY TRUCKING, INC.
PARTIAL TESTIMONY OF CAROL L. RAMSEY

CONTRACT CARRIER AGREEMENT

THIS AGREEMENT entered into this 12 day of August, 1988, by and between RIDGE VIEW PALLETS, R.D. 1, BOX 670, JUNIATA COUNTY, MIFFLINTOWN, PENNSYLVANIA 17059, (hereinafter "Shipper") and GARY L. RAMSEY, R.D.1, BOX 13, MIFFLINTOWN, JUNIATA COUNTY, PENNSYLVANIA 17059-9518, (hereinafter "Carrier").

WHEREAS, Carrier is an independent contractor conducting the business of transporting property by motor vehicle and desires to provide trucking service to Shipper for the transportation of Shipper's commodities.

WHEREAS, Shipper desires to use the services of Carrier in the transportation of certain commodities.

THEREFORE, it is agreed as follows:

1. Carrier agrees to provide transportation services to Shipper consistent with a contract carrier permit granted to Carrier by the Pennsylvania Public Utility Commission.
2. Shipper agrees to tender to Carrier a minimum of one (1) shipment a year for transportation within the scope of the said authority.
3. Shipper agrees to pay to Carrier for the transportation services performed in accordance with the rates and provisions published in Carrier's P.U.C. Rate Schedule, Contract Pa PUC No. 1, supplements thereto and reissues thereof, which are hereby made a part of this Agreement by reference. (See initial rates below.)
4. Carrier agrees to maintain and operate equipment necessary to perform the transportation service described herein and procure and maintain public liability, property damage, and cargo insurance, in an amount as may be required by the Pennsylvania Public Utility Commission or other governmental agency.

5. Shipper shall be responsible for all fines and penalties imposed upon Carrier by such regulatory agencies as a result of overweight, overdimensional, and/or lack of special permit.
6. Shipper shall be responsible for reimbursing Carrier for costs incurred in obtaining special permits or licenses necessary for the movement of its freight as required by the Pennsylvania Public Utility Commission or other governmental agency.
7. The transportation service to be performed under this Agreement will not significantly affect the quality of the human environment within the meaning of the National Environmental Policy Act of 1969.
8. This Agreement shall inure to the benefit of the successors or assigns of the parties hereto.
9. This Agreement shall remain in effect for a period of one (1) year, subject to the right of either party to terminate the same upon thirty (30) days notice in writing to either party. Upon expiration of said year, the Agreement shall automatically renew itself from year to year until terminated as provided herein.

IN WITNESS WHEREOF the parties hereto have set their hands and executed this Agreement in duplicate, the day and year aforesaid.

Witness:

[Handwritten Signature]

Witness:

Carol L. Roney

SHIPPER:

By:

[Handwritten Signature], Sec. Treas

CARRIER:

By:

Gary L. Roney

ATTACHMENT TO CARRIER AGREEMENT

SCHEDULE OF RATES

The charge for service will be determined based upon the miles set forth in the most current official Pennsylvania Highway Transportation Map and according to the following schedule:

Minimum Charge:

Any points less than 77 miles will be charged the rate of \$1.80 per mile based on 77 miles (this does not include stop-off charges).

Minimum Rate (0-500 Miles) \$1.80/Mile
(This rate applies to all miles up to
and including 500 Miles - this does not
include stop-off charges)

Backhaul Rate (0-500 Miles) \$1.25/Mile
(This rate applies to all miles up to
and including 500 Miles)

Stop-off Charge \$25.00

The final destination is not a stop-off, and no stop-off charge will be assessed for the final destination.

There is no maximum number of stop-offs.

Exhibit No. 1
A-109497 Hg-ak
3/4/91

Before the
Pennsylvania Public Commission

Application of Matthew S. Seiber, t/d/b/a, Seiber Trucking
Protest of Robert G. Hack
A.109497

PREPARED TESTIMONY OF ROBERT G. HACK, PROTESTANT

Legal Name and Domicile of Applicant

Robert G. Hack
P.O. Box 67
R. D. #2
Mifflintown, PA 17059

RECEIVED
MAR 25 1991
SECRETARYS OFFICE
Public Utility Commission

Identity and Qualifications of Testifying Witness

My name is Robert G. Hack. I am the principal owner of Robert G. Hack and am authorized to make this statement.

Affiliation With Other Carriers

None

MAR 28 1991

General Description of Presently Regulated Operations

Robert Hack holds authority from the Pennsylvania Public Utility Commission at A.108883, as attached. Applicant is also authorized to provide transportation service in interstate or foreign commerce under authority from the Interstate Commerce Commission at MC 202614 and various sub numbers. We concentrate on service originating at or destined to central Pennsylvania.

Pertinent Terminal Facilities

Our terminal facility is near Mifflintown. The drivers dispatch room is next to my office in the main building. Drivers are contacted from, and report for duty here. Communication can be 24 hours; my home is close to the terminal. Home phones also include the business numbers. We employ 8 drivers. I do not drive currently because we do not have the demand.

Description of Equipment

8 Tractors of which all are owned.

3 Van Trailers, each is 102" wide which permits the use of vans for transportation of pallets.

10 Flat Trailers, each of which is 48 feet long. We also use some trailers of our shippers.

Most of our business on an intrastate basis is transportation of pallets. Approximately 90% of our revenue is transportation of pallets.

Safety Evidence

In its operations, applicant conducts a comprehensive safety program. Vehicles are properly equipped and marked to accommodate safe operation in the transportation of the commodities involved. At the completion of every run, each driver completes the required vehicle inspection and report and each vehicle is then run through shop service line and all deficiencies noted are

remedied and, before each vehicle may leave the shop, it is run through the shop pre-trip inspection line for final check and any remedial action taken. Routinely, at least every six months, each vehicle undergoes a complete and thorough check, with wheels pulled and brake linings replaced, and replacement is made of items subject to periodic wear. Drivers are investigated on driving habits and prior employment experience before hiring under required examinations. As necessary training to begin driving, understudy to an experienced driver is required. Safety materials of state and national industry associations are used, as well as all materials and programs required by state and federal regulatory bodies. Our operations are in compliance with Department of Transportation regulations.

Service Now Provided to Supporting Witnesses

On the average, we transport 15 to 20 loads per week, out of a total of 50 to 55 loads of pallets per week, inter and intrastate. As shippers testimony indicated, we provide interstate service and intrastate service to Treen Box and Pallet and Perry Pallet. I have provided limited ^{service} ~~source~~ to Oakland Pallet Company. J & M Pallet has no current service requirements, but I am familiar with Mr. Weaver. Our authority does not appear to cover Truss-Tech, Incorporated requirements. Some shippers (the receivers of people like Treen Box) require van trailers because they want dry pallets. IBM is an example.

Based upon our information as of Wednesday, the 27th of February, Ridgeview Pallets is closed. We picked-up loads for Dan Weaver at Ridgeview on Wednesday, the 20th, and were advised their people were to be laid off after that load.

As to Jill Becker's testimony: She has rarely called and never called on a day when we had capacity. She also has never sought our services on a continuous basis so that it is difficult to reserve trucks for her.

It is important to review the testimony of those shippers who use Brokers. Brokers continually change load requests. We are never sure which load is most important from a time standpoint. However, we can and do insure service to the extent of our available equipment to those who call for our services.

Type of Service That Will be Offered

I can and do now provide motor vehicle equipment for loading at points in the Pennsylvania counties involved for intrastate service within a minimum of time at the loading points. We can provide truckload or less than truckload service combined, less than truckload shipments with multiple deliveries in the order required by the shipper by the priority of deliveries. Service can and will be provided on a 24-hour per day, 7-day per week basis. Depending upon time of receipt of the order for transportation, deliveries will be accomplished same day, overnight or next day.

A full communication network by telephone and other office facilities are maintained at this location.

Financial Data

We have less than \$50,000 debt currently. Our annual report for 1990 will only reflect a partial year.

Other Evidence

We are presently providing most of the supporting shippers with satisfactory service and we are fit, willing and able to provide the proposed transportation services.

Both Butler Trucking and Jordan Trucking have the authority to provide this transportation. This is in addition to service now actually provided by Matthew Seiber or Jay Fulkroad & Sons.

VERIFICATION

The undersigned deposes and says that he is the person who signed the Statement for the above-captioned application and that he is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his knowledge, information and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 C.S. Section 4904 relating to unsworn falsification to authorities.

Signature

(Print Name)

Dated: _____