

CALDWELL & KEARNS

A PROFESSIONAL CORPORATION

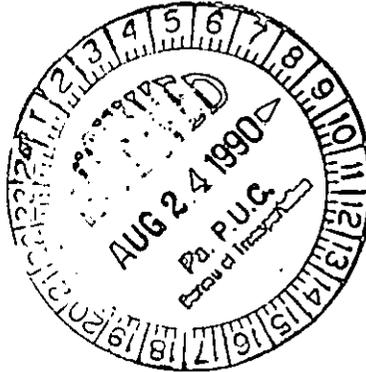
ATTORNEYS AT LAW

3631 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17110-1533

717-232-7661  
FAX: 717-232-2766

THOMAS D. CALDWELL, JR.  
RICHARD L. KEARNS  
CARL G. WASS  
JAMES R. CLIPPINGER  
CHARLES J. DEHART, III  
JAMES D. CAMPBELL, JR.  
JAMES L. GOLDSMITH  
RICHARD B. SWARTZ  
JAMES G. NEALON, III  
MATTHEW R. GOVER

August 22, 1990



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

RECEIVED

AUG 23 1990

SECRETARY'S OFFICE  
Public Utility Commission

In Re: Application of George F. Delbaggio  
t/d/b/a D & G Trucking

Dear Secretary Rich:

*A-109487*

Please find enclosed herewith the original and two (2) copies of a Transfer Application filed in the above-captioned matter. Our check in the sum of \$350.00 is enclosed to cover the filing fee.

Sincerely,

(James D. Campbell, Jr.  
CALDWELL & KEARNS

JDCJr:slc

Encls.

*9/6/90  
atty Campbell will  
get asset & liability of applicant*

RECEIVED  
AUG 23 1990  
SECRETARY'S OFFICE  
Public Utility Commission

DOCUMENT  
FOLDER

CALDWELL & KEARNS  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
3631 N. FRONT STREET  
HARRISBURG, PENNSYLVANIA 17110  
717-232-7661

9/12/90

Memo from James D. Campbell, Jr.

To: ~~Marlene~~ Marlene

In re: Delbaggio

Per your request, I enclose  
a statement of assets and liabilities.

J. C.



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

RECEIVED

AUG 23 1990

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

SECRETARY'S OFFICE  
Public Utility Commission

Application of George F. Delbaggio, t/d/b/a D & G Trucking  
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

as a common carrier, described as Docket  
(common-contract)

No. 00100961, Folder No. ALL, issued to

George F. Delbaggio and Ray E. Golden, t/d/b/a D & G Trucking  
(Transferor-Seller)

for transportation of property  
(persons-property)

|                            |
|----------------------------|
| <b>PUC USE ONLY</b>        |
| Docket No. <u>A-109487</u> |
| Folder No. _____           |

|                     |
|---------------------|
| <b>DOCKETED</b>     |
| APPLICATION DOCKET  |
| SEP 14 1990         |
| ENTRY No. <u>MW</u> |

|                 |
|-----------------|
| <b>DOCUMENT</b> |
| <b>FOLDER</b>   |

SEE INSTRUCTIONS BEFORE ~~COMPLETING APPLICATION~~

1. George F. Delbaggio  
(Full and correct name of applicant/transferee)

APPL. ✓

2. D & G Trucking  
(Trade name, if any)

COMPL. ✓

MVIC. ✓

CHECKED BY MW

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

Commonwealth on 5/31/78 \* previously filed with commission  
(date) (attach copy of stamped registration form.)

3. R.D. #4  
(Business Street Address)

201-A  
(P.O. Box, if any)

Tyrone (City) (Blair) (County) PA (State) 16686 (Zip) (814) 684-4237 (Telephone)

\* Amendment to remove Ray E. Golden from registration to be filed upon approval of this application.

**BEGINNING**

4. Applicant's attorney (for this application) is:

James D. Campbell, Jr., 3631 N. Front Street, Harrisburg, PA 17110 (717) 232-7661  
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

CALDWELL & KEARNS

Transferee: James D. Campbell, Jr., Esq., 3631 N. Front Street, Harrisburg, PA  
(Name) (Address)

Transferor: James D. Campbell, Jr., Esq., 3631 N. Front Street, Harrisburg, PA  
(Name) (Address)

6. Applicant does \* hold Pa. PUC authority under Docket Number  
(does or does not) \* as a present partner in D & G Trucking

A-00100961 and operates as a common carrier.  
(common or contract)

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

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

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_

\_\_\_\_\_

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

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10. Applicant proposes to acquire All of the operating rights now held  
(all or part)  
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 parties desire to terminate their partnership with George F. Delbaggio acquiring all of the interest of Ray E. Golden

---

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/retained.
- Statement of Financial Condition. SEE ANNUAL REPORT ON FILE WITH COMMISSION.
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of safety program.
- Statement of transferee's experience.

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

- Partnership Agreement.
- Trade Name registration certificate. Previously filed with commission
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

- 13. 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.
- 14. 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 the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here: George F. Delbaggio  
(each partner must sign) (Date)  
(Corporate Seal) George F. Delbaggio

---

Transferor sign here: George F. Delbaggio  
George F. Delbaggio  
(Corporate Seal) Ray E. Golden  
Ray E. Golden

THIS MUST BE COMPLETED BY NOTARY PUBLIC  
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

Blair County :

George F. Delbaggio .

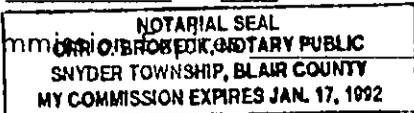
\_\_\_\_\_ , being duly sworn (affirmed) according to law,  
deposes and says that the facts above set forth are true and correct; or are true and correct  
to the best of his knowledge, information and belief and he expects to be able to prove the same  
at the hearing hereof.

This affidavit is for George F Delbaggio only  
taken by Orr O Brobeck

*George F. Delbaggio*  
Signature of Affiant  
George F. Delbaggio

Sworn and subscribed before me this 14th  
day of August 19 90

My Commission



Member, Pennsylvania Association of Notaries

Ray E. Golden

*Orr O Brobeck*  
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) (Name of Corporation)

that he is authorized to and does make 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 \_\_\_\_\_ to be able to prove the  
(Name of Corporation)  
same at the hearing hereof.

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

Sworn and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_

My Commission expires \_\_\_\_\_

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

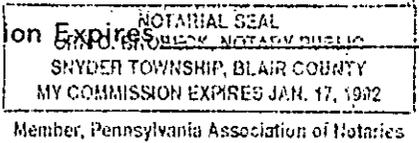
THIS MUST BE COMPLETED BY NOTARY PUBLIC  
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
Blair County :

George F. Delbaggio, 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.

*George F. Delbaggio*  
Signature of Affiant  
George F. Delbaggio

Sworn and subscribed before me this 2nd  
day of August 1990

My Commission Expires  


*Chris O. Bensch*  
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
\_\_\_\_\_ County :

\_\_\_\_\_, being duly sworn (affirmed) according to law, desposes and says that he is \_\_\_\_\_ of \_\_\_\_\_  
(Office of Affiant): (Name of Corporation)

that he is authorized to and does make 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 \_\_\_\_\_ to be able to prove the same  
(Name of Corporation)

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



AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of July, 1990, by and between **GEORGE F. DeIBAGGIO** and **RAY E. GOLDEN, t/ d/b/a D & G TRUCKING** ("Seller"), and George F. DeBaggio ("Buyer").

WHEREAS, Seller is the owner of a certain business as a common carrier of personal property located at Tyrone, Pennsylvania, under the trade name of D & G Trucking ("Business"); and

WHEREAS, the Buyer desires to purchase the Business and Certificate.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The Seller agrees to sell and deliver to Buyer the Business, together with the Certificate, goodwill, equipment and fixtures hereinafter referred to and designated in the inventory attached hereto and marked Exhibit "A" (collectively, the "Assets").

2. The Seller agrees to execute and deliver to Buyer at settlement a Bill of Sale for the Business, the Certificate and the Assets conveying good and marketable title to Buyer.

3. The Seller agrees to accept and the Buyer agrees to pay for the Business, the Certificate, the Assets of the Seller the total sum of One hundred sixty-five thousand

five thousand DOLLARS (\$ 165,000.00) (the "Purchase Price"). The Purchase Price shall be allocated, as follows:

(a) The sum of \$ 155,000.00 for the Certificate and goodwill of the Business;

and

*In ACCORDANCE WITH THE RECOMMENDATION OF  
John Ramsey, CPA  
ARRIVING AT THE  
AGREEMENT*

(b) The sum of \$ 10,000.00 for the Assets; and

(c) Buyer is not assuming any liabilities of Seller and Seller indemnifies and holds Buyer harmless from and against any and all liabilities, claims, losses, expenses, taxes and other impositions of Seller (except those specifically set forth herein).

4. The Purchase Price shall be paid as follows:

: (a) The Escrow Fund

(i) The sum of Ten Percent (10%) of the purchase price (the "Escrow Fund") simultaneously with the execution of this agreement, which sum shall be deposited with the Escrowees hereinafter named;

(ii) The additional sum of Fifteen Percent (15%) of the purchase price within thirty (30) days after the execution of this agreement by the Sellers, which sum shall be deposited with the Escrowees hereinafter named. Sellers will waive this second escrow payment if Buyer obtains a financing commitment from an insured lending institution, unconditionally agreeing to pay the balance of the purchase price, which commitment extends through the date of closing hereunder.

(b) The balance in cash, or certified or bank cashier's check to be paid at the time of settlement hereafter provided.

5. The Escrow Fund shall be deposited with William J. Haberstroh and H. Amos Goodall, Jr., Esquires, counsel for Seller in an interest-bearing account with a Bank. The Escrowees shall pay over the Escrow Fund to the Seller at the time of final settlement. In the event that final settlement shall not be consummated, the Escrowees shall disburse the Escrow Fund as hereafter provided.

6. It is hereby agreed that there is no broker who negotiated this transaction.

7. The parties specifically agree that time is of the essence in the performance of all obligations hereunder.

8. THE SELLER warrants and represents:

(a) That it is the sole and unconditional owner of the Business, the Assets and the Certificate, and that at the time of settlement the same will not be subject to any encumbrance, lien, chattel mortgage, conditional sales contract, bailment, lease agreement or execution, and that there are no proceedings pending involving the same;

(b) There are no citations outstanding, pending or threatened against the Certificate.

9. At settlement, the Seller agrees to close out promptly all accounts and to file immediately all statements and accounts required under any statute or ordinance respecting wages, social security or otherwise.

10. Settlement for the purchase and sale hereunder shall take place within forty-eight hours of the receipt of the approval by the Commonwealth of Pennsylvania of the transfer of the Certificate to the Buyer. At the time of settlement, possession of the Business, the Assets and the Certificate shall be given to the Buyer.  
and void.

11. In the event that the Commonwealth of Pennsylvania disapproves the transfer of the Certificate to the Buyer by ~~\_\_\_\_\_~~ <sup>GDB PEI</sup> the Escrow Fund with all interest earned thereon shall be returned to the Buyer without any deductions whatsoever. Upon such payment, this agreement shall be null and void and the parties shall have no liability

to each other.

12. In the event that the Commonwealth of Pennsylvania shall fail to take action upon the application for transfer of license by <sup>GDB RE L.</sup> Feb. 28, 1991, this agreement may be terminated at the option and election of the party not responsible for the delay. Upon such termination, the Escrow Fund with all interest earned thereon shall be returned to the Buyer and the parties shall have no liability to each other, except if the Buyer shall have withdrawn from this agreement and liquidated damages become payable under paragraph 15 hereof, the Buyer shall pay the liquidated damages to the Seller as herein provided.

13. The Buyer shall have the right to assign this agreement to a corporation controlling, controlled by or under common control with the Buyer and the Seller agrees to execute the application for transfer of the Certificate in favor of the Buyer or such corporation. It is expressly understood that the right to make the foregoing assignment shall in no manner relieve the Buyer from any liability imposed by the terms of this agreement. Transfer taxes, if any, shall be divided equally between the parties.

14. It is hereby agreed between the parties that the Buyer shall have twenty days after the date hereof to obtain financing that may be required for the payment of the consideration herein. The Buyer agrees to use best and diligent efforts to apply for, prosecute the application, and provide all information requested by any prospective lender or investor for such financing on terms including rates of interest, and fees commercially reasonable for the transactions and business described herein. In the event said financing is not obtained for any reason whatsoever despite such best and diligent efforts by the Buyer

within such period of time, then the Buyer may terminate this Agreement upon written notice to the Seller, whereupon the Escrow Fund shall be returned to the Buyer and all interest thereon shall be paid to (Seller or Buyer) and the parties shall have no further liability to each other. If such notice of termination is not received by the Seller within twenty-two days after the date hereof, this condition shall have no further force or effect, and the Buyer shall be bound by this Agreement as if such condition were not contained herein.

15. Default by Buyer. If Buyer fails to perform any of Buyer's obligations under the terms of this Agreement, which failure shall continue after the date of closing, Buyer shall be in default hereunder without further notice.

In the event of such default, the whole of the purchase price shall, at the option of Seller, forthwith become due and payable, anything hereinbefore contained to the contrary notwithstanding. And in such case of default, Buyer authorizes and empowers any attorney of any Court of Record in the Commonwealth of Pennsylvania, or elsewhere, to appear for Buyer and confess a judgment for the whole principal sum and interest remaining unpaid hereon, whether the same shall be due or not, waiving stay of execution, inquisition and all exemption laws, and five (5%) percent to be added as attorney's commission for collection.

Notwithstanding anything herein to the contrary, all payments made by Buyer are hereby declared to be the property of the Seller and are received by the Seller in consideration of entering into this Agreement of Sale and removing the Business from the market, and in the event of default by the Buyer, the said payments may be retained by the Seller (1) on account of the purchase price, or (2) as monies to be applied to the Seller's

damages, or (3) as liquidated damages for such breach, as the Seller may elect, and in the event that the Seller elects to retain the monies as liquidated damages in accordance with this subparagraph, the parties shall be released from all further liability or obligation hereunder and this Agreement shall be declared null and void.

16. The Seller does hereby agree to indemnify and hold the Buyer harmless from any claim that may be asserted by any governmental agency arising out of the conduct of the Seller's Business at Tyrone, Pennsylvania prior to the date of settlement.

17. This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

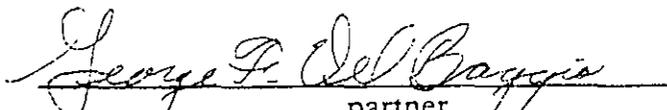
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals they day and year first above written.

Witness:

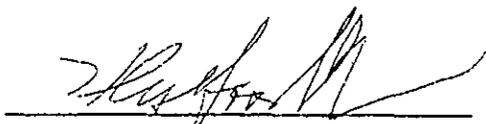
  
\_\_\_\_\_

Seller: D & G Trucking

  
\_\_\_\_\_ partner

  
\_\_\_\_\_ partner

Witness:

  
\_\_\_\_\_

Buyer:

  
\_\_\_\_\_

LIST OF EQUIPMENT TO BE USED TO RENDER SERVICE

Applicant is a partner in the transferor partnership, which already operates a suitable fleet of dump truck equipment, which will be used for the provision of service under the operating authority to be transferred.

OPERATING RIGHTS  
TO BE TRANSFERRED

1. To transport, as a Class D carrier, sand, gravel, limestone, coal, amesite and road construction materials, in dump vehicles, between points in the Counties of Armstrong, Blair, Cambria, Centre, Clarion, Clearfield, Elk, Huntingdon, Indiana and Jefferson, provided no haul shall exceed a distance of forty (40) statute miles from point of origin to point of destination.
2. To Transport, as a Class D carrier, sand, gravel, limestone, amesite and road construction material, for Interstate Amesite, Inc., St. Mary's Paving Company and Warner Company, from the facilities of said companies located in the Counties of Armstrong, Blair, Cambria, Centre, Clarion, Clearfield, Elk, Huntingdon, Indiana and Jefferson, to points in said counties, and vice versa, provided no haul shall exceed one hundred (100) statute miles from point of origin to point of destination.

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR

NONE

## STATEMENT OF SAFETY PROGRAM

Applicant is a partner in the transferor partnership, a certificated common carrier, with considerable experience in the transportation industry and a strong preventive maintenance and safety program. He will comply with all applicable state, federal and local regulations, and will carefully screen all drivers.

STATEMENT OF  
TRANSFEREE'S EXPERIENCE

Transferee has substantial experience in the business of bulk transportation in dump vehicles, having been a partner since the original grant of authority to D & G Trucking in 1978.

In compliance with the requirements of Section 312 of Act 1982-295 (54 Pa. C.S. §312), the undersigned entity(ies) desiring to amend, cancel, or withdraw from an assumed or fictitious name, style or designation, does (do) hereby certify that:

1. Fictitious Name: D & G Trucking
2. Address of the principal place of business: (including street and number)  
R.D. #4, Box 201A, Tyrone, Pa. 16686
3. Date of last preceding filing:  
May 31, 1978
4.  a. The amendment (if applicable):

b. The fictitious name registration is cancelled:

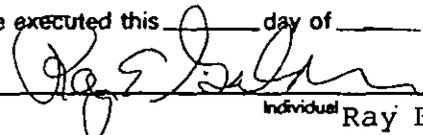
c. The following parties have withdrawn from the business conducted under the above listed fictitious name registration.  
Ray E. Golden, 1507 Pennsylvania Avenue, Tyrone, Pa. 16686

| (Name) | (Number) | (Street) | (City) | (State) | (Zip Code) |
|--------|----------|----------|--------|---------|------------|
|        |          |          |        |         |            |

5. This amendment sets forth all information with respect to the fictitious name which would be required in an original filing under the Fictitious Names Act.
6. 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.

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

\_\_\_\_\_  
 Individual

  
 Individual Ray E. Golden

\_\_\_\_\_  
 Individual

\_\_\_\_\_  
 Individual (Agent)

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

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

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

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

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

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

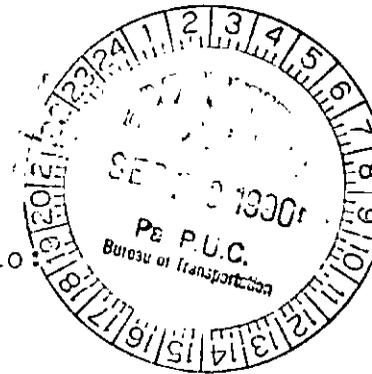
\_\_\_\_\_  
 Secretary or Assistant Secretary

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

— FOR OFFICE USE ONLY —

|           |                |   |                |                        |                  |
|-----------|----------------|---|----------------|------------------------|------------------|
| 030 FILED | 002 CODE       | 003 REV BOX   | SEQUENTIAL NO. | 100 MICROFILM NUMBER   |                  |
|           | REVIEWED BY    | 004 SIC   | AMOUNT         | 001 CORPORATION NUMBER |                  |
|           | DATE APPROVED  |   | \$             |                        |                  |
|           | DATE REJECTED  | CERTIFY TO  | INPUT BY       | LOG IN                 | LOG IN (REFILE)  |
|           | MAILED BY DATE | <input type="checkbox"/> REV.<br><input type="checkbox"/> L & I<br><input type="checkbox"/> OTHER | VERIFIED BY    | LOG OUT                | LOG OUT (REFILE) |

September 9, 1990



An individual financial statement of George F. DelBaggio

Assets:

|  |                  |
|--|------------------|
| A split level home on 1.5 acres.<br>Built in 1979.                           | \$75,000.        |
| A block and sided truck garage with<br>a overhang. Built in 1987 on 3 acres. | \$70,000.        |
| Four tri-axles (trucks)  | \$130,000.       |
| 1 apartment above a three car garage.  | \$50,000.        |
| C.D's, personal property and I.R.A's.  | \$60,000.        |
| A 1987 Hough Payloader.  | \$50,000.        |
| A 1986 Ford pick-up truck.   | \$10,000.        |
| A 1984 Cadillac- car.  | \$ 8,000.        |
|  | 45 <sup>00</sup> |

Liabilities:

|                           |           |
|---------------------------|-----------|
| Mid-State Bank of Tyrone. | \$90,000. |
|---------------------------|-----------|

*George F. DelBaggio*  
George F. DelBaggio

September 28, 1990

IN REPLY PLEASE  
REFER TO OUR FILE

James D. Campbell, Jr.  
Attorney at Law  
3631 North Front Street  
Harrisburg, PA 17110

In re: A-00109487 - Application of George F. Delbaggio, t/d/b/a  
D & G Trucking

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of George F. Delbaggio, t/d/b/a D & G Trucking for the rights of George F. Delbaggio and Ray E. Golden, Copartners, t/d/b/a D & G Trucking.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before October 22, 1990. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that George F. Delbaggio and Ray E. Golden, Copartners, t/d/b/a D & G Trucking will continue to render the service covered by their 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 29, 1990.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:rs

cc: Applicant  
R.D. 4, Box 201-A  
Tyrone, PA 16686

DOCUMENT  
FOLDER

|                                       |
|---------------------------------------|
| DOCKETED                              |
| APPLICATION DOCKET                    |
| OCT 01 1990                           |
| ENTRY No. <u>                    </u> |

A-00109487 GEORGE F. DELBAGGIO, t/d/b/a D&G TRUCKING (R.D. #4, Box 201-A, Tyrone, Blair County, PA 16686) - sand, gravel, limestone, coal, amesite and road construction materials, in dump vehicles, between points in the counties of Armstrong, Blair, Cambria, Centre, Clarion, Clearfield, Elk, Huntingdon, Indiana and Jefferson, provided no haul shall exceed a distance of forty (40) statute miles from point of origin to point of destination; and sand, gravel, limestone, amesite and road construction materials, in dump vehicles, for Interstate Amesite, Inc., St. Mary's Paving Company and Warner Company, from the facilities of said companies located in the counties of Armstrong, Blair, Cambria, Centre, Clarion, Clearfield, Elk, Huntingdon, Indiana and Jefferson, to points in said counties, and vice versa, provided no haul shall exceed a distance of one hundred (100) statute miles from point of origin to point of destination; which is to be a transfer of the rights authorized under the certificate issued at A-00100961 to George F. Delbaggio and Ray E. Golden, copartners, t/d/b/a D&G Trucking, subject to the same limitations and conditions. Attorney: James D. Campbell, Jr., 3631 North Front Street, Harrisburg, PA 17110.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_

SERVICE \_\_\_\_\_ SEP 29 1990

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
SEPTEMBER 1990

A-00109487

Application of George F. Delbaggio, t/d/b/a D&G Trucking, for the right to begin to transport, as a common carrier, by motor vehicle, sand, gravel, limestone, coal, amesite and road construction materials, in dump vehicles, between points in the counties of Armstrong, Blair, Cambria, Centre, Clarion, Clearfield, Elk, Huntingdon, Indiana and Jefferson, provided no haul shall exceed a distance of forty (40) statute miles from point of origin to point of destination; and sand, gravel, limestone, amesite and road construction materials, in dump vehicles, for Interstate Amesite, Inc., St. Mary's Paving Company and Warner Company, from the facilities of said companies located in the counties of Armstrong, Blair, Cambria, Centre, Clarion, Clearfield, Elk, Huntingdon, Indiana and Jefferson, to points in said counties, and vice versa, provided no haul shall exceed a distance of one hundred (100) statute miles from point of origin to point of destination; which is to be a transfer of the rights authorized under the certificate issued at A-00100961 to George F. Delbaggio and Ray E. Golden, copartners, t/d/b/a D&G Trucking, subject to the same limitations and conditions.

MW:11  
9/14/90

Application received: 8/23/90  
Application docketed: 9/14/90

NH

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
OCT 01 1990  
ENTRY No. \_\_\_\_\_

Protests due on No Hearings \_\_\_\_\_ OCT 22 1990  
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.