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ATTORNEYS-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

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COUNSEL TO THE FIRM
WILLIAM T. DAVIS

WILLIAM C. KRINER
DWIGHT L. KOERBER, JR.
ALAN F. KIRK

March 15, 1991

Jerry Rich, Secretary
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. Box 3265
Harrisburg, PA 17120

A. 109700

RE: RALPH A. ANDERSON t/d/b/a
ANDERSON TRUCKING
TRANSFER APPLICATION
A-98607 EDMUNDS CONTRACTING & SUPPLY CO.

Dear Mr. Rich:

I am transmitting herewith the original and one copy of Form PUC-190, where Ralph A. Anderson seeks to acquire the operating authority of Edmunds Contracting & Supply Co., as held in A-98607. Also enclosed with this application is a filing fee check in the amount of \$350.00, made payable to the Commonwealth of Pennsylvania. Our firm will guarantee payment of the check.

If anything further is required on this matter, please be in touch with me.

Very truly yours,


Dwight L. Koerber, Jr.

DLK:kam
Enclosures:
Form PUC-190 (orig. and 1 copy)
Check (\$350.00)
cc: Mr. Ralph A. Anderson

DOCUMENT
FOLDER



RECEIVED
MAR 18 1991
SECRETARYS OFFICE
Public Utility Commission

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Ralph A. Anderson, t/d/b/a
Anderson Trucking
(Applicant/Transferee-Buyer)

TK-700413

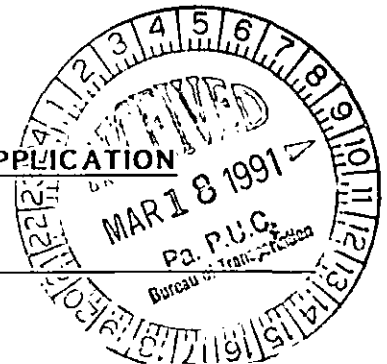
for approval of the transfer and to exercise the right
as a common carrier, described at Docket
(common-contract)

PUC USE ONLY
Docket No. 109700
Folder No. _____

No. A-98607, Folder No. _____, issued to
Edmunds Contracting & Supply Co.
(Transferor-Seller)

for transportation of property
(persons-property)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION



- 1. Ralph A. Anderson
(Full and correct name of applicant/transferee)
- 2. Anderson Trucking
(Trade name, if any)

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

Commonwealth on N/A (attach copy of stamped registration form.)
(date)

DOCKETED
APPLICATION DOCKET
MAR 20 91
ENTRY No. low

3. _____ P. O. Box 152
(Business Street Address) (P.O. Box, if any)

Frenchville Clearfield PA 16836 814-263-4597
(City) (County) (State) (Zip) (Telephone)

**DOCUMENT
FOLDER**

W. GINNING

RECEIVED

MAR 18 1991

SECRETARYS OF
Public Utility Commission

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

Dwight L. Koerber, Jr. 110 North Second Street, P. O. Box 1320
Clearfield, PA 16830 814-765-9611

(Name)

(Address)

(Telephone)

5. Any documents should be mailed to: Dwight L. Koerber, Jr., Esquire

Transferee:

(Name)

(Address)

Transferor:

(Name)

(Address)

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

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

7. Applicant _____ 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.

None.

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 Transferor desires to retire.

12a. The following must be attached:

- Sales Agreement. See Exhibit Item No. 12.
- List of equipment to be used to render service. (summarize by type) See Exhibit Item No. 12A.
- Operating authority to be transferred/retained. See Exhibit Item No. 12.
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied. See pp. 5-6 of Form PUC-190. See Exhibit Item No. 12B.
- Statement of safety program.
- Statement of transferee's experience. See Exhibit Item No. 12C.

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

- Partnership Agreement.
- Trade Name registration certificate.
- 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: Ralph A. Anderson 3-14-91
(each partner must sign) (Date)
(Corporate Seal) Ralph A. Anderson

Transferor sign here: William F. Edmunds, PRES. 03/14/91
William F. Edmunds
(Corporate Seal)

STATEMENT OF FINANCIAL POSITION (Balance Sheet)

as of 12/31/90

Date

ASSETS

CURRENT ASSETS

Cash									3,500.00
Accounts Receivable									0 -
Notes Receivable									0 -
Other current assets (Specify)									0 -
Total current assets									<u>3,500.00</u>

TANGIBLE ASSETS

Land									12,000.00
Motor Vehicle Equipment									35,000
Less: Accumulated Depreciation	-								29,791
Buildings and Structures									2,500
Less: Accumulated Depreciation	-								65.3
Investments and Funds (Specify)									0 -
Intangible Assets									0 -
Other assets (Such as advances and Idle equipment - specify)									5,200.00
									<u>24,056.00</u>

LIABILITIES

Current Liabilities (liabilities due within one year of date)

Accounts Payable									3,412.85
Notes Payable									7,500.00
Equipment Obligations									0 -
Other Liabilities (attach schedule)									0 -
Total Current Liabilities									<u>10,912.85</u>

Long Term Liabilities (liabilities due after one year of date)

Accounts Payable									
Notes Payable									
Equipment Obligations									
Other Liabilities (attach schedule)									
Total Long Term Liabilities									0 -
Total Liabilities									<u>10,912.85</u>

Net Worth (partnerships & individuals)

11,6043.15

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)									
Additional paid-in capital									
Retained Earnings (Corporations only)									
Less: Treasury Stock									
Total Owner's Equity (Corporations only)									

Total Liabilities & Owner's Equity

11,6043.15

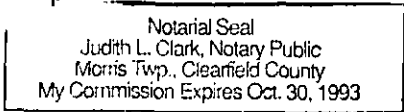
THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
CLEARFIELD County :

Ralph A. Anderson, 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.

Ralph A. Anderson
Signature of Affiant
Ralph A. Anderson

Sworn and subscribed before me this 14th
day of March 1991
My Commission Expires _____



Judith L. Clark
Signature of Official Administering Oath

Member, Pennsylvania Association of Notaries

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law, deposes and says that he is _____ of _____,
(Office of Affiant) (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

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 ____
My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
CLEARFIELD County :

William F. Edmunds, being duly sworn (affirmed) according to law,
deposes and says that he is President of Edmunds Contracting & Supply Co.
(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 Edmunds Contracting & Supply Co be able to prove the
(Name of Corporation)

same at the hearing hereof.

William F. Edmunds, Pres
Signature of Affiant
William F. Edmunds

Sworn and subscribed before me this 14th
day of March 19 91
My Commission expires _____

Judith L. Clark
Signature of Official Administering Oath

Notarial Seal
Judith L. Clark, Notary Public
Morris Twp., Clearfield County
My Commission Expires Oct. 30, 1993

EXHIBIT ITEM NO. 12

TRANSFER AGREEMENT

Attached hereto is a copy of the Transfer Agreement entered into between the parties.

TRANSFER AGREEMENT

THIS AGREEMENT, made on the 14th day of March, 1991, by and between RALPH A. ANDERSON, t/d/b/a ANDERSON TRUCKING, a proprietorship, of P. O. Box 152, Frenchville, PA 16836, Party of the First Part, referred to hereinafter as "Transferee",

A
N
D

EDMUNDS CONTRACTING AND SUPPLY CO., a Pennsylvania corporation, of P. O. Box 160, Frenchville, PA 16836, Party of the Second Part, referred to hereinafter as "Transferor".

W I T N E S S E T H :

WHEREAS, Transferor is a motor carrier operating under authority issued by the Pennsylvania Public Utility Commission in Docket No. A-98607, as issued by the Pennsylvania Public Utility Commission. Attached hereto as Appendix A is a copy of the operating authority to be transferred herein, as issued to Transferor in Docket No. A-98607; and

WHEREAS, Transferee is Ralph A. Anderson, t/d/b/a Anderson Trucking, a proprietorship; and

WHEREAS, it has been determined that the said operating authority as set forth in Appendix A herein shall be transferred

to Transferee;

NOW THEREFORE, in consideration of their mutual covenants set forth herein and with the intention of being legally bound, the parties hereunto agree as follows:

(1) The parties agree that the consideration for the sale of the authority herein shall be Three Thousand Nine Hundred Ninety-five ~~(\$3,995.00)~~ Dollars. This sum of money shall be paid as follows:

The complete sum of Three Thousand Nine Hundred Ninety-five (\$3,995.00) Dollars shall be paid to Transferor within ten (10) days of the date of an administratively final order issued by the Pennsylvania Public Utility Commission approving the transfer of the subject operating authority to Transferee.

(2) Approval of the transfer by the Pennsylvania Public Utility Commission shall be deemed to occur and consummation shall be accomplished at the time an Order of the Pennsylvania Public Utility Commission is issued, served and received by counsel for Transferee, indicating that full and complete approval of the transfer rights has been accomplished.

(3) Transferor warrants that the said operating authority is not dormant. Transferor warrants that it is authorized to sell the operating authority covered by this transfer agreement, and hereby covenants that the said authority is free and clear of any liens, encumbrances or obligations of any nature whatsoever.

(4) This agreement is contingent upon the complete and full approval of the operating authority set forth in Appendix A to

this agreement. In the event the Pennsylvania Public Utility Commission does not enter a final Order approving the transfer proposed in this agreement, the within transfer shall be null and void.

(5) In the event that the Pennsylvania Public Utility Commission by its final order should deny the transfer application or grant the application subject to conditions not imposed on the authority as issued, either party may seek judicial review of that order to the extent available. In the event that either party elects to seek judicial review, the termination provision set forth above shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the Pennsylvania Public Utility Commission denying the application is sustained by the court, this agreement shall be cancelled in accordance with the provisions set forth above. If the final order of the Pennsylvania Public Utility Commission approving the application, subject to conditions, is sustained by the court, either party may exercise their right to terminate as set forth in paragraph (4). If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in conjunction with the appeal.

For the purpose of this agreement, the term "final order" shall be defined as an order of the Pennsylvania Public Utility Commission determining the application, specifically (a) in the case of denial of the application, upon expiration of the period

permitted by the rules of practice and regulations of the Pennsylvania Public Utility Commission or by the Pennsylvania Public Utility Commission Order, whichever time period is greater, within which petitions for review, rehearing, reargument or consideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval, unless stayed by the Pennsylvania Public Utility Commission or by a court.

(6) In order to afford for proper protection of the operating authority in question during the pendency of the transfer proceeding before the Pennsylvania Public Utility Commission, the parties will jointly undertake protests, when necessary and proper to do so in the discretion of counsel for Transferee. It is understood that in such protest, reference will be made to the fact that the operating authority in question is being transferred from Transferor to Transferee, with the intent of Transferee assuming his own party status upon approval of the transfer application. The attorney who shall file such protests is Dwight L. Koerber, Jr., Esquire, with the understanding that Transferee alone shall be responsible for paying the legal fees of Attorney Koerber. The decision to withdraw or move forward on protested proceedings shall be made by Transferee, at his discretion.

(7) Transferor and Transferee hereby agree to take all reasonable steps necessary to properly obtain approval of the

transfer of the said operating authority, such approval to be obtained from the Pennsylvania Public Utility Commission.

(8) Transferor and Transferee hereby specifically authorize Dwight L. Koerber, Jr., Esquire, of 110 North Second Street, P. O. Box 1320, Clearfield, PA 16830, to sign all documents relative to the filing and implementation of an adoption tariff, and/or any other tariff document, as might be required by the Pennsylvania Public Utility Commission relative to this matter.

(9) Transferee agrees to pay all legal fees and costs associated with the prosecution and transfer of the said operating authority, pertaining to proceedings before the Pennsylvania Public Utility Commission.

(10) The parties hereby agree to expeditiously execute all appropriate documents, which, in the opinion of Dwight L. Koerber, Jr., Esquire, are proper and necessary in order to obtain final approval of the transfer of the said operating authority from the Pennsylvania Public Utility Commission.

(11) It is agreed and understood that this agreement shall be construed in accordance and under the laws of the Commonwealth of Pennsylvania.

(12) The heirs, administrators, executors and assigns of the parties shall be bound by all terms, conditions and clauses of this agreement, as if they had been mentioned in every provision hereof.

IN WITNESS WHEREOF, the parties hereunto have set forth

their hands and seals on the year and day written above.

PARTY OF THE FIRST PART/
TRANSFeree:

RALPH A. ANDERSON, t/d/b/a
ANDERSON TRUCKING

Ralph A. Anderson
Ralph A. Anderson

PARTY OF THE SECOND PART/
TRANSFEROR:

EDMUNDS CONTRACTING AND
SUPPLY CO.

William F. Edmunds
~~William F. Edmunds~~
William F. Edmunds, President
William F. Edmunds

APPENDIX A TO TRANSFER AGREEMENT

Listed below is the authority in Docket No. A-98607, such authority to be transferred to Transferee:

1. To transport, as a Class D carrier, coal from the stripping operations known as Edmunds mine in the township of Girard, Clearfield County, to points in the county of Clinton, provided no haul shall exceed a distance of fifty (50) miles from point of origin to point of destination.

2. To transport, as a Class D carrier, coal between points in the counties of Clearfield, Centre, Clinton, Elk and Cameron, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.

EXHIBIT ITEM NO. 12A

EQUIPMENT TO BE USED TO RENDER SERVICE

Transferee owns a 1978 International triaxle, and if necessary, Transferee will enter into leasing arrangements with owner operators in order to augment his equipment.

EXHIBIT ITEM NO. 12B

STATEMENT OF UNPAID BUSINESS DEBTS

There are no unpaid business debts of Transferor. If, however, any such debts should arise, they will be paid by Transferor.

EXHIBIT ITEM NO. 12C

EXPERIENCE AND SAFETY PROGRAM OF TRANSFEREE

Transferee has been in the trucking business for the past 15 years, and is well-aware of the rules and regulations regarding the transportation of coal within the territory covered by the operating authority herein.

Transferee will follow all pertinent PUC and DOT regulations and will conduct his business in a workmanlike fashion.

April 5, 1991

IN REPLY PLEASE
REFER TO OUR FILE

Dwight L. Koerber, Jr.
Attorney at Law
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

In re: A-00109700 - Application of Ralph A. Anderson, t/d/b/a
Anderson Trucking

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Ralph A. Anderson, t/d/b/a Anderson Trucking for the rights of Edmunds Contracting and Supply Co.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before April 29, 1991. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Edmunds Contracting and Supply Co. will continue to render the service covered by its 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.

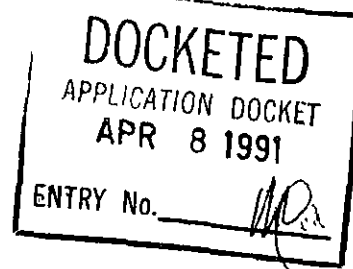
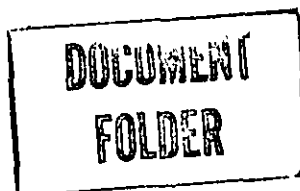
You are further advised that the above application will be published in the Pennsylvania Bulletin of April 6, 1991.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:11

cc: Applicant
P.O. Box 152
Frenchville, PA 16836



A-00109700 RALPH A. ANDERSON, t/d/b/a ANDERSON TRUCKING (P.O. Box 152, Frenchville, Clearfield County, PA 16836) - (1) coal from the stripping operations known as Edmunds Mine in the township of Girard, Clearfield County, to points in the county of Clinton, provided no haul shall exceed a distance of fifty (50) miles from point of origin to point of destination; (2) coal between points in the counties of Clearfield, Centre, Clinton, Elk and Cameron, provided no haul shall exceed a distance of twenty-five (25) 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-00098607 to Edmunds Contracting and Supply Co., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. Attorney: Dwight L. Koerber, Jr., 110 North Second Street, P.O. Box 1320, Clearfield, PA 16830.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

SERVICE _____

APR -6 1991

BUREAU OF TRANSPORTATION
COMMON CARRIER
MARCH 1991

A-00109700

Application of Ralph A. Anderson, t/d/b/a Anderson Trucking, for the right to begin to transport, as a common carrier, by motor vehicle, (1) coal from the stripping operations known as Edmunds Mine in the township of Girard, Clearfield County, to points in the county of Clinton, provided no haul shall exceed a distance of fifty (50) miles from point of origin to point of destination; (2) coal between points in the counties of Clearfield, Centre, Clinton, Elk and Cameron, provided no haul shall exceed a distance of twenty-five (25) 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-00098607 to Edmunds Contracting and Supply Co., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

FW:kmb
3/21/91

Application received: 3/18/91
Application docketed: 3/20/91

NA

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
APR 8 1991
ENTRY No. *AK*

APR 29 1991

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.