

PILLAR AND MULROY, P.C.

ATTORNEYS-AT-LAW
SUITE 700

312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222

TELEPHONE (412) 471-3300
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JOHN A. PILLAR
THOMAS M. MULROY
ANTHONY A. SEETHALER, JR.

March 21, 1991

MAR 25 1991

SECRETARY'S OFFICE
Public Utility Commission

Re: Diana T. Gentile--Purchase--
W. Steele Trucking, Inc.
File No. 1402

A-105712

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

Dear Mr. Rich:

Enclosed for filing are the following applications on behalf of Diana T. Gentile:

1. Original and two copies of application to transfer the operating rights of W. Steele Trucking, Inc. to Diana T. Gentile. The filing fee of \$350.00 is enclosed.
2. Original and two copies of an application for emergency temporary authority, having attached thereto supporting statements of Diana T. Gentile and Suzanne Steele.
3. Original and two copies of an application for temporary authority, having attached thereto supporting statements of Diana T. Gentile and Suzanne Steele.
4. A check, in the amount of \$200.00, representing the filing fees for the emergency temporary and temporary authority applications.

Please advise the undersigned if any further information is required to process these applications.

Very truly yours,

John A. Pillar

JOHN A. PILLAR



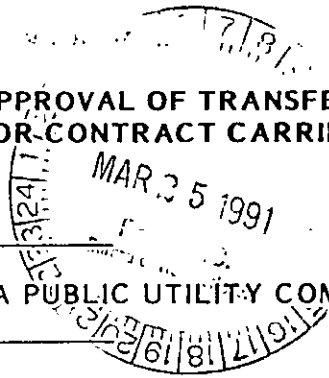
SW
Enclosures
cc: Diana T. Gentile (w/encl.)
Suzanne Steele

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

RECEIVED

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION MAR 25 1991

SECRETARY'S OFFICE
Public Utility Commission



Application of DIANA T. GENTILE
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

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

No. A.100811, Folder No. _____, issued to

W. STEELE TRUCKING, INC.
(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY
Docket No. <u>109712</u>
Folder No. _____

TK-70044

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. DIANA T. GENTILE
(Full and correct name of applicant/transferee)

2. N/A
(Trade name, if any)

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

Commonwealth on _____ (attach copy of stamped registration form.)
(date)

3. 845 Hamil Road
(Business Street Address) (P.O. Box, if any)

Verona Allegheny PA 15147 412/793-3242
(City) (County) (State) (Zip) (Telephone)

DOCUMENT
FOLDER

BEGINNING

DOCKETED
APR 1 1991
low

4. Applicant's attorney (for this application) is: JOHN A. PILLAR, ESQ., Pillar and Mulroy, P.C., Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222 412/471-3300
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: DIANA T. GENTILE, 845 Hamil Road, Verona, PA 15147
(Name) (Address)

Transferor: W. STEELE TRUCKING, INC., 1 Gormley Avenue, Oakdale, PA 15071
(Name) (Address)

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

A- _____ and operates as a _____ 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

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 _____

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type) One 1985 Mack triaxle
- Operating authority to be transferred/retained. See Appendix "A" to Agreement
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied. Transferor has no unpaid debts, other than day-to-day operating expenses that are being paid from revenues.
- Statement of safety program.
- Statement of transferee's experience.

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: *Diana T. Gentile* *Mar. 20, 1991*
 (each partner must sign) (Date)
 (Corporate Seal) DIANA T. GENTILE

 W. STEELE TRUCKING, INC.

Transferor sign here: BY: *Suzanne Steele* *March 20, 1991*
 SUZANNE STEELE



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

COMMONWEALTH OF PENNSYLVANIA :

: ss:

Allegheny County :

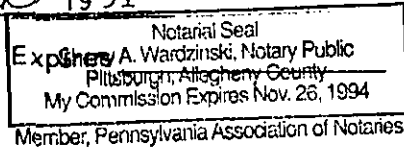
DIANA T. GENTILE, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

Diana T. Gentile
Signature of Affiant

DIANA T. GENTILE

Sworn and subscribed before me this 20th
day of March 1991

My Commission Expires



Sherry A. Wardzinski
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

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:
Allegheny County :

SUZANNE STEELE, being duly sworn (affirmed) according to law,
deposes and says that she is _____ of W. STEELE TRUCKING, INC. ;
(Office of Affiant) (Name of Corporation)

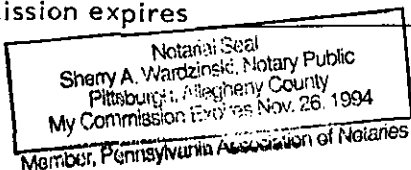
that he is authorized to and does make this affidavit for it; and that the facts above set forth
are true and correct; or are true and correct to the best of his knowledge, information and belief
and that he expects the said W. STEELE TRUCKING, INC. to be able to prove the
(Name of Corporation)

same at the hearing hereof.

Suzanne Steele
Signature of Affiant
SUZANNE STEELE

Sworn and subscribed before me this 20th
day of March 19 91

My Commission expires _____



Sherry A. Wardzinski
Signature of Official Administering Oath

A G R E E M E N T

THIS AGREEMENT is made this 20th day of March, 1991, between W. STEELE TRUCKING, INC., a corporation domiciled in Oakdale, Pennsylvania (SELLER), and DIANA T. GENTILE, a sole proprietorship having her office in Penn Hills Township, Allegheny County, Pennsylvania (BUYER).

I. PREMISES

A. SELLER is a motor common carrier of property and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A.100811, a summary of which is attached hereto as Appendix "A".

B. BUYER, a sole proprietor, is engaged in the transportation of exempt commodities and holds no PUC operating rights.

C. SELLER has agreed to sell, and BUYER has agreed to buy, all of SELLER's PUC operating authority, as more fully described in Appendix "A" hereto.

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transaction (herein called "the permanent application").

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, agree, represent and warrant as follows:

1. Purchase Agreement

SELLER will sell to BUYER, and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, all of the Pennsylvania intrastate operating rights owned by SELLER under its outstanding certificate of public convenience issued by the PUC at Docket No. A.100811, which is more fully described in Appendix "A" hereto.

2. Price and Payment

BUYER will pay to SELLER for the operating rights here involved, the total sum of Fifteen Thousand (\$15,000.00) Dollars, to be paid as follows:

2.1 Two Thousand Five Hundred (\$2,500.00) Dollars (herein called "the hand money") in cash has been delivered to SELLER as hand money and shall be held by SELLER in accordance with the provisions of paragraph 3.

2.2 The balance, or \$12,500.00, in cash or by certified or cashier's check, shall be due and payable in full within thirty (30) days after the effective date of the final order of the PUC approving this transaction.

3. Hand Money

The hand money provided for under subparagraph 2.1 will be held by SELLER pending the issuance of a final order. Any interest earned on the hand money shall be retained by SELLER. The hand money may be retained by SELLER on the closing date upon

consummation of this transaction pursuant to the terms of this Agreement. The hand money shall be returned to BUYER if the transaction is not consummated as a result of the denial of approval of the permanent application by the PUC, or if the Agreement is terminated or nullified pursuant to the terms hereof.

4. Application for Approval

The parties agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until final approval is secured by the PUC. Accordingly, within twenty (20) days after the execution of this Agreement, the parties will jointly file with the PUC an application seeking permanent approval of the purchase of the pertinent operating rights by BUYER from SELLER; BUYER shall pay all costs in connection with the preparation and filing of the application, including the attorney's fee of SELLER's attorney. BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application, and agree to join in and execute any and all such applications and other documents, subject to approval of counsel. BUYER and SELLER will supply such information as may be required, attend hearings, present testimony and otherwise cooperate to the end that approval of the transaction may be secured.

5. Warranties As To Operating Rights

SELLER warrants and guarantees that the operating rights have

been duly issued by the PUC; the rights are in full force and effect; the rights will not be subject to any liens, encumbrances, security interests or claims of any kind on the final closing date; and that there are, and on the date of consummation will be, no actions at law or equity, nor any proceeding before any agency, pending or threatened, against SELLER to revoke, suspend or otherwise restrict the operating authority.

If the operating rights are subject to any liens, encumbrances, security interests, other claims or any actions at law or in equity on the final closing date, BUYER shall have the option to either declare this Agreement null and void or to satisfy any obligations or liabilities giving rise to such claims and proceedings and to deduct any such amounts from such payments due pursuant to subparagraph 2.2

6. Approval of Permanent Application Subject to Restrictions

If the PUC, by its final order, approves the permanent application subject to conditions which restrict, delete or cancel any of the operating rights, or limit the use of the operating rights by BUYER in any way, BUYER shall have the option to declare this Agreement null and void and forthwith terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such order. In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this Agreement, as modified,

shall remain in full force and effect. The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

7. Denial of the Permanent Application

In the event the PUC, by its final order, should deny approval of the permanent application, this Agreement shall terminate. In such event, the parties shall have no further rights or obligations under this Agreement, except as to the return of the hand money to BUYER. The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

8. Appeals

In the event the PUC, by its final order, should deny the permanent application, or grant the permanent application subject to conditions of the type set forth in paragraph 6, either party may seek judicial review of those orders to the extent available. In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 6 and 7 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the permanent application is sustained by the Court, this Agreement shall be cancelled in accordance with paragraph 7. If the final order of the PUC approving the permanent application, subject to conditions, is sustained by the Court, BUYER may exercise the right to terminate as set forth in paragraph 6 within twenty (20) days after

the service of the order or judgment of the last court of review. If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal.

For the purposes of this Agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (a) in the case of the denial of the application, upon expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC order, whichever time period is greater, within which petitions for review, rehearing, reargument or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval, unless stayed by the PUC or by a court.

9. No Assumption of Liabilities

This Agreement involves only the purchase of operating rights by BUYER from SELLER. Accordingly, BUYER does not assume any claims, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this Agreement.

10. Temporary Authority Operations

BUYER and SELLER agree to jointly file an application for emergency temporary authority or temporary authority to permit BUYER to operate under the PUC rights of SELLER pending disposition of the permanent authority application. If emergency temporary or temporary authority is granted, BUYER shall operate under the

rights pending the issuance of a final order and shall bear all expenses of such operations and continue to serve SELLER's customers if requested to do so, which shall be the total consideration applicable to the emergency temporary or temporary authority, if approved.

11. Survival of Representations and Warranties

All provisions in this Agreement applicable to BUYER and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing BUYER to purchase the operating rights. BUYER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

12. PUC Assessments

SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. § 510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the final closing date will be the responsibility of SELLER, except as otherwise agreed to in writing by the parties. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent application, SELLER agrees to

promptly pay any such assessments. In the event any such assessments are not paid by SELLER, BUYER shall have the right to advance such payments to the PUC. Any such advance payments shall be considered as adjustments to the purchase price, and shall be deducted from the payment due SELLER, as provided in paragraph 2.

13. Closing Date

The final closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC approving the permanent application, or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the final closing date. The closing shall be held at the offices of Pillar and Mulroy, P.C., in Pittsburgh, PA.

14. Rights of Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest, assigns and legal representatives.

15. Notices

Any notices, demands or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail, with return receipt requested, to the parties at the addresses shown below:

SELLER

Suzanne Steele
1 Gormley Avenue
Oakdale, PA 15071

BUYER

D. T. Gentile
845 Hamil Road
Verona, PA 15147

Such notice shall be sufficient, whether accepted at the address or not, if tendered at such address during the normal business hours by the United States Postal Service. The addresses may, from time to time, be changed by either party giving written notice pursuant to the terms of this paragraph.

16. Entire Agreement of Parties

This Agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified nor changed by any expressed or implied promises, warranties, guarantees, representations or other information, unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

17. Construction

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

18. Paragraph Headings

The headings referring to the contents of this Agreement are inserted for convenience and are not to be considered as part of

this Agreement nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement the day and year first above stated.

ATTEST:

W. STEELE TRUCKING, INC.
(SELLER)

Johns Billon

By: Syanne Steele

WITNESS:

(BUYER)

Michael R. Gentile

Diana T. Gentile
Diana T. Gentile

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Public Meeting held May 17, 1978
Harrisburg, PA 17120

Commissioners Present:

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

Application of W. STEELE TRUCKING, INC.
for approval of the transfer to applicant
of all the operating rights held by
Dan J. Davidovich at A. 97936.

A-00100811

O R D E R

BY THE COMMISSION:

By application docketed January 31, 1978, W. Steele Trucking, Inc., a corporation of the Commonwealth of Pennsylvania seeks approval of the transfer to applicant of all the rights granted to Dan J. Davidovich, under the certificate issued at A. 97936.

Application was published on February 18, 1978 in the Pennsylvania Bulletin. No protests were filed and no hearing held.

Applicant proposes to purchase all of the transferor's motor carrier trucking rights at A. 97936, no vehicles or other assets being included for a total consideration of \$2,500.

This consideration will be paid as follows: In cash upon Commission approval of the instant application.

Applicant shows assets of \$10,000 (cash), subject to liabilities of \$9,000 (due W. Steele), and capital stock of \$1,000. Mr. Steele, president of applicant, also furnished a personal balance sheet showing additional capital available if needed. Said balance sheet shows a personal net worth of \$123,280.

Transferor's gross intrastate carrier revenues as per annual and assessment reports were: 1975-\$3,690, 1976-\$2,852 and 1977-\$876.

All due assessments have been paid.

FINDINGS

Applicant appears to be financially fit to operate as a common carrier. Transferor is presently operating, has insurance in effect and tariff on file. It appears the certificate is in good standing and therefore subject to being transferred.

Applicant was incorporated on November 25, 1977, the incorporator was William C. Steele.

We find the applicant to be fit to hold a certificate of public convenience and that approval of the application is necessary and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for approval of the transfer of rights held by Dan J. Davidovich at A. 97936 be approved and that a certificate be issued to the applicant granting the following rights:

To transport, as a Class D carrier, stone, asphalt and red dog, in dump vehicles, between points in the counties of Allegheny, Beaver, Washington and Westmoreland, no haul to exceed an airline distance of twenty-five (25) statute miles from point of origin to point of destination.

To transport, as a Class D carrier, coal, from mines or stripping operations of Pangersis Coal Company, Rosini's Coal Company, Inc., and Panton Enterprises, Inc., located in the counties of Allegheny, Washington and Westmoreland, to points in the counties of Allegheny, Beaver and Washington, no haul to exceed an airline distance of twenty-five (25) statute miles from point of origin to point of destination.

subject to the following conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.

3. That the applicant charge to Account 1550, Other Intangible Property, \$2,500 being the amount of the consideration payable by it for the rights and going concern value attributable thereto; less any amount recorded under condition 2 above.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the right and privileges conferred by the certificate.
5. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 202(e) of the Public Utility Law of May 28, 1937, P.L. 1053, as amended by Act No. 215 of October 7, 1976.

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

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

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor Dan J. Davidovich at A. 97936 be canceled and the record be marked closed.

BY THE COMMISSION,



C. J. McElwee
Secretary

(SEAL)

ORDER ADOPTED: May 17, 1978

ORDER ENTERED: MAY 30 1978

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held October 10, 1978

Commissioners Present:

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

Application of W. Steele Trucking, Inc.,
for approval of the transfer to it of all
of the operating rights held by Paul S.
Glass at A. 68729.

A-00100811
F. 1
Am-A

O R D E R

BY THE COMMISSION:

By application docketed July 21, 1978, W. Steele Trucking, Inc., a corporation of the Commonwealth of Pennsylvania, seeks approval of the transfer to it of all the rights granted to Paul S. Glass, under the certificate issued at A. 68729.

We find the applicant to be fit to be granted the operating authority sought herein and that approval of the application is necessary and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for approval of the transfer of rights held by Paul S. Glass at A. 68729 be approved and that the report and order of May 30, 1978, at A-00100811, F. 1 and the certificate issued pursuant thereto, be modified and amended to include the following rights:

1. To transport, as a Class D carrier, coal and coke for domestic consumption between points in the counties of Allegheny, Washington, and Beaver, provided no haul shall exceed a distance of fifteen (15) miles from point of origin to point of destination.
2. To transport, as a Class D carrier, coal from mines or stripping operations in the counties of Allegheny, Washington, and Beaver, to coal tipples and railroad sidings in the said counties, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.
3. To transport, as a Class D carrier, building materials in bulk in dump trucks between points in the counties of Allegheny, Washington, and Beaver, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination, excluding the right to transport brick to or from or between points in the county of Allegheny;

subject to the following conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.
3. That the \$3,500 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.

4. That the operating authority granted herein to the extent that it is duplicatory or duplicates any operating authority now held by applicant shall not be construed as conferring more than one operating right.
5. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.
6. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 202(e) of the Public Utility Law of May 28, 1937, P.L. 1053, as amended by Act No. 215 of October 7, 1976.

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

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

IT IS FURTHER ORDERED: That upon compliance with this order
the rights granted the transferor Paul S. Glass at A. 68729 be cancelled
and the record be marked closed.

BY THE COMMISSION,

C. J. McElwee
C. J. McElwee
Secretary

(SEAL)

ORDER ADOPTED: October 10, 1978

ORDER ENTERED:

OCT 23 1978

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held March 28, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of W. Steele Trucking, Inc.,
a corporation of the Commonwealth of Penn-
sylvania, for amendment to its common
certificate: SO AS TO PERMIT the trans-
portation of coal in bulk, in dump vehicles,
for Pangersis Coal Co., Rosini's Coal Co.,
Inc., and Panton Enterprises, Inc., between
points in the counties of Washington,
Beaver, Westmoreland, Greene, Allegheny,
Fayette, Butler, Armstrong and Indiana.

A-00100811
F. 1
Am-B

Pillar and Mulroy, by John A. Pillar for the applicant.
Wick, Vuono & Lavelle by William J. Lavelle for protestants: Neal Bulk
Transport, Inc., M. N. Zuzik, Denis P. Zuzik, t/d/b/a HME Trucking
Co., and West Penn Trucking, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application
filed August 22, 1979. Public notice of the application was given in
the Pennsylvania Bulletin of September 8, 1979.

Four carriers protested the application, however, each with-
drew when the applicant submitted a restrictive amendment limiting
service from the facilities of the three shippers in the nine named
counties to points in the said nine counties. As amended, the application
is unopposed and the record is now certified to the Commission without
hearing. Verified statements were submitted by the applicant and the
three supporting shippers.

W. Steele Trucking, Inc., (or applicant) is domiciled at One Gormley Avenue in Oakdale, Allegheny County. It has an office and garage facility at this location which provides sufficient space to house its equipment and perform maintenance. Telephone requests and service instructions are handled 24 hours per day. The applicant operates two tractors, two trailers and three tri-axle dump trucks, all of which are either company-owned or operated under long term lease arrangements. It employs between five and 10 drivers per day depending on customer need. The equipment to be used within the proposed service would be tri-axle dump trucks which are suitable for transporting coal from strip mine sites.

The applicant presently provides service to the three supporting shippers to the extent presently authorized, primarily, from facilities located in Allegheny, Westmoreland and Washington Counties to points in Allegheny, Beaver and Washington Counties with the length of haul restricted to an airline distance of twenty-five (25) miles. Service is provided five days per week at the rate of between 30 and 40 shipments each day. The nature of the coal industry entails constant expansion of sources of supply due to depletion of present resources and expanding customer demand. The additional authority sought herein is in response to this need.

An unaudited balance sheet as of December 31, 1979, reveals the applicant to have current assets of \$17,165 and total assets of \$26,987. It has current liabilities of \$15,145 and total liabilities of \$26,035. An unaudited statement of income for the year 1978, reveals that from operating revenue of \$93,364, it had operating expenses of \$93,463, producing a net loss of \$99.00.

Edward P. Pangersis supports the applicant and sets forth in his verified statement that he is the owner of Pangersis Coal Company and the president of Rosini's Coal Company, Inc., and Panton Enterprises, Inc. Each company is engaged in either the strip mining of coal or providing coal mining equipment for those operations. Present mine sites are located at Midway, Robinson Township, Washington County, and at McDonald and Oakdale, both in Allegheny County. Plans are constantly being made for expansion to new sites as mineral rights become available.

The services of the applicant have been utilized by the three companies involved to haul all of the coal within the limits of its present authority. The proposed service is needed in order to broaden the applicant's authority therefore providing the three shippers with more flexibility in expanding both mining and customer delivery operations. The present haul to the facilities of Duquesne Light Company in Cheswick, Allegheny County, is the limit of the applicant's authority from the shipper's Midway mining operations. Under the expanded authority, the applicant could handle traffic to the Sekora Coal Company in Greensburg, Westmoreland County; the Homer City Power Plant in Indiana County; and Pittsburgh Coal Processing in West Newton, Westmoreland County. Prospects for future mines exist in the coal-rich counties of Fayette, Greene, Beaver, Butler and Armstrong.

All of three supporting shippers' traffic now move by the applicant and the service has been completely satisfactory. It has been able to adapt to the unpredictable nature of the coal industry. The shippers hope to be able to continue to utilize the applicant's service within the expanded territory as herein proposed.

DISCUSSION AND FINDINGS

Among the applicant's several grants of authority is a right authorizing the transportation of coal, from the mines of the three supporting shippers in Allegheny, Washington and Westmoreland Counties to points in Allegheny, Beaver and Washington Counties, with no haul to exceed twenty-five (25) miles from point of origin to point of destination. The applicant now seeks to expand its authority for the three shippers so that service can be provided from their facilities in the nine counties of Washington, Beaver, Westmoreland, Greene, Allegheny, Fayette, Butler, Armstrong and Indiana to points in said counties.

The record indicates that while the mining operations of the three supporting shippers are currently confined to the counties of Washington and Allegheny, they nevertheless plan expansion to new sites within the application territory as mineral rights become available and additional resources are needed. The proposed service would also enable the shippers to obtain additional customers within the nine county area of application such as Sekora Coal and Pittsburgh Coal Processing in Westmoreland County and Homer City Power in Indiana County. We can only conclude that with the availability of the additional service as herein applied, the three shippers would be provided with the necessary tool in their own expansion efforts and that the service proposed would accommodate and convenience the public.

It is obvious that along with the expanded territory and the anticipated increase in business inherent therewith, the applicant's present complement of three tri-axle dump trucks may not suffice. It would appear however, that the applicant is financially capable of meeting any obligation to add more vehicles. While the latest statement of operations available does indicate a slight loss of less than \$100 during 1978, the applicant's ratio of assets to liabilities is favorable. -

We find:

1. That the applicant has successfully demonstrated that a need for the service as proposed and amended does exist.
2. That there is no service such as herein proposed and amended that is currently available within the area of application. 0821-0341
3. That the service as proposed and amended is necessary for the accommodation and convenience of the public.

4. That the applicant appears to be financially fit and to possess the experience necessary to adequately render the proposed service as amended; THEREFORE,

IT IS ORDERED: That the application, as amended, be and is hereby approved and that the certificate issued to the applicant on July 6, 1978, as amended, be further amended to include the following right:

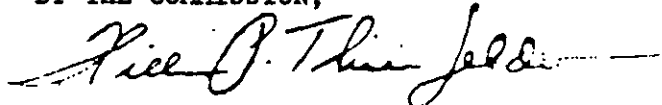
To transport, as a Class D carrier, coal, in bulk, in dump vehicles, for Pangersis Coal Company, Rosini's Coal Company, Inc., and Panton Enterprises, Inc., from their facilities located in the counties of Washington, Beaver, Westmoreland, Greene, Allegheny, Fayette, Butler, Armstrong and Indiana to points in said counties.

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

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

BY THE COMMISSION,



William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: March 28, 1980

ORDER ENTERED:

APR 9 - 1980

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held May 23, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of W. Steele Trucking, Inc.,
for approval of the transfer to it of
all of the operating rights held by
Marion Hoke Trucking Company at
A-00093351.

A-00100811
F. 1
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O R D E R

BY THE COMMISSION:

By application docketed March 5, 1980, W. Steele Trucking, Inc., a corporation of the Commonwealth of Pennsylvania, seeks approval of the transfer to it of all the rights granted to Marion Hoke Trucking Company, a corporation of the Commonwealth of Pennsylvania, under the certificate issued at A-00093351.

We find the applicant to be fit to be granted the operating authority sought herein and that approval of the application is necessary and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of rights held by Marion Hoke Trucking Company, at A-00093351 be approved and that the report and order adopted May 17, 1978 at A-00100811 and the certificate issued pursuant thereto, as modified and amended, be further modified and amended to include the following rights:

1. To transport, as a Class D carrier, coal, limestone, slag, sand and gravel, in bulk in dump trucks, between points in the counties of Allegheny, Beaver, Butler, Lawrence, Mercer and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.
2. To transport, as a Class D carrier, coke, lime and clay, in bulk in dump trucks, between points in the counties of Allegheny, Butler and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination;

subject to the following conditions:

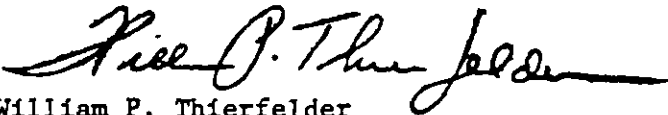
1. That no right, power or privilege is granted to transport slag between steel mills for reprocessing between points in the counties of Allegheny, Beaver, Lawrence and Mercer.
2. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
3. That applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.
4. That the applicant charge to Account 1550, Other Intangible Property, \$2,000, being the amount of the consideration payable by it for the rights and going concern value attributable thereto; less any amount recorded under condition 3 above.
5. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
6. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.
7. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(3) of Title 66, PA C.S.A.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor Marion Hoke Trucking Company, a corporation of the Commonwealth of Pennsylvania, at A-00093351 be cancelled and the record be marked closed.

BY THE COMMISSION,



William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: May 23, 1980

ORDER ENTERED: JUN 4 1980

DIANA T. GENTILE
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 1990

A S S E T S

Cash - Equibank	56,750
Automobile - 1989 Cadillac	19,000
Truck - 1985 Mack	50,000
Residence - One Half Interest	30,000
IRA Equities - Market Value	<u>10,532</u>
 Total Assets	 166,282 =====

LIABILITIES AND NET WORTH

Liabilities	-0-
Net Worth	<u>166,282</u>
 Total Liabilities and Net Worth	 166,282 =====

Re: Diana T. Gentile--Purchase--
W. Steele Trucking, Inc.

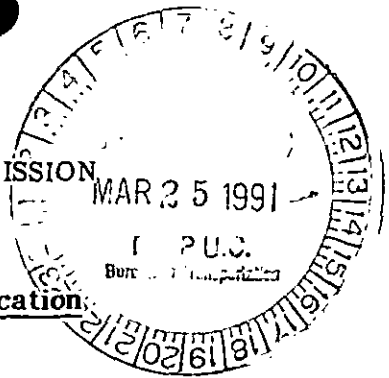
Statement of Experience

Diana T. Gentile has been involved in the trucking business for 30 years. She owns and operates a 1985 Mack tri-axle and engages in the hauling of exempt commodities. She has the knowledge and ability to manage a business and provide service in dump vehicles.

Statement of Safety Program

Applicant is familiar with the rules and regulations of the PUC and the Department of Transportation. Applicant will comply with all applicable rules and regulations, carry the requisite insurance, and make all necessary filings with the PUC. All drivers hired will be in compliance with DOT regulations and will be properly tested for medical fitness and driving ability. Equipment is also routinely inspected and maintained.

PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF TRANSPORTATION



See Instructions before Completing Application.

Application For:

- EMERGENCY TEMPORARY AUTHORITY
- TEMPORARY AUTHORITY
- EXTENSION OF EMERGENCY TEMPORARY AUTHORITY

A.109712

RECEIVED

MAR 25 1991

SECRETARY'S OFFICE
Public Utility Commission

1. DIANA T. GENTILE N/A
(Name of applicant) (Trade name, if any)
845 Hamil Road Verona PA 15147
(Street address) (City) (State & Zip Code)
2. JOHN A. PILLAR, ESQ., Pillar and Mulroy, P.C., Suite 700,
312 Boulevard of the Allies, Pittsburgh, PA 15222 412/471-3300
(Name, Address & Telephone Number of Applicant's Attorney, if any)

3. Applicant is an X individual partnership corporation.
4. Applicant requests authority to provide service as a common or contract carrier by motor vehicle, broker or freight forwarder in intrastate commerce; or is proposing to acquire authority by X transfer. Give a description of type of service to be provided and area to be served:

See Appendix "A" to attached true and correct copy of agreement of sale.

5. Applicant does not hold Pa. PUC authority under Docket No. and
(does or does not)
operates as a carrier.
(common or contract)

DOCUMENT
FOLDER

DOCKETED
APR 1 1991
Jan.

6. If this application is for temporary authority, applicant does does not have pending an application for permanent authority to perform the same service as proposed herein. If it has, give docket number, filing date and status. If applicant does not have a pending permanent application currently on file, application for permanent authority must be enclosed.

Application for permanent authority filed simultaneously herewith.

7. If this application is for emergency temporary authority, and not accompanied by applications for corresponding temporary and permanent authority, state when the applications for temporary and permanent authority will be filed.

Applications for emergency temporary and permanent authority filed simultaneously herewith.

8. "Applicant's Statement" shall be prepared by the applicant or authorized representative of the applicant and shall contain the information as stated at Appendix A.
9. "Statements of Supporting Shippers or Witnesses" shall be prepared by the shipper or witness, or an authorized, representative of the shipper or witness and shall contain the information as stated at Appendix B.

Applicant further declares that:

10. It is aware that a grant of the requested authority will create no presumption that corresponding permanent authority will be granted.
11. If the requested authority is granted, applicant will comply with the tariff and insurance requirements of the Public Utility Law **before** beginning operation.

Diana T. Gentile

(Signature)

DIANA T. GENTILE

(Corporate Title)

(Date)

THIS MUST BE COMPLETED BY NOTARY PUBLIC

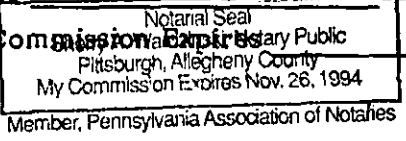
AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
Allegheny County : ss:

DIANA T. GENTILE _____, 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.

Diana T. Gentile
Signature of Affiant
DIANA T. GENTILE

Sworn and subscribed before me this 20th
day of March 1991

My Commission Expires _____


Sherry A. Wardenok
Signature of Official Administering Oath

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

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

_____; that he is authorized to and does make this
(Name of Corporation)

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

at the hearing hereof.

Signature of Affiant

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

Signature of Official Administering Oath

STATEMENT OF SUZANNE M. STEELE
FOR W. STEELE TRUCKING, INC.

My name and business address are Suzanne M. Steele, One Gormley Avenue, Oakdale, PA 15071. I am the sole owner of W. Steele Trucking, Inc., the holder of PUC operating rights issued by the Commission at Docket A.100811. A copy of the operating rights is attached to the agreement of sale as Appendix "A".

The operating rights to be transferred to Diana T. Gentile are in good standing. Steele has maintained compliance with all Commission regulations and is presently operating under the rights to be transferred to Gentile.

I desire to have Gentile take over the PUC operations of Steele as soon as possible for several reasons. I am a widow. My husband managed the business of Steele until his death. I have experienced a decrease in revenues to such an extent that it has been difficult for me to continue in business any longer. I hope to have the new owner assume the burden of operating the business of Steele immediately to avoid further losses and so that I can devote my time to other activities necessary to meet my living expenses. Approval of applications for emergency temporary and temporary authority will enable Gentile to take over and provide the service required by our customers, and enable me to cancel my insurance which has become too expensive to maintain without jeopardizing my resources.

There are no labor unions which represent, or which within the last 12 months have represented, or filed a petition to represent

the employees of Steele with the National Labor Relations Board of
the Pennsylvania Labor Relations Board.

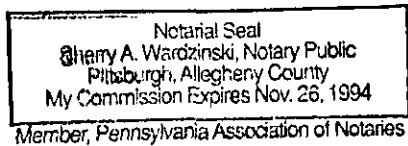
W. STEELE TRUCKING, INC.

By: Suzanne M. Steele
Suzanne M. Steele

SWORN TO and subscribed
before me this 20th day
of March, 1991.

Sherry A. Wardzinski
Notary Public

My commission expires:



STATEMENT OF DIANA T. GENTILE

My name and business address are Diana T. Gentile, 845 Hamil Road, Verona, PA 15147. I have entered into an agreement with W. Steele Trucking, Inc. to purchase all of its PUC operating rights.

I am not currently the holder of operating rights from any regulatory commission. I have been involved in the trucking business for many years and I have engaged in the hauling of exempt commodities, particularly road building materials. I own a 1985 Mack tri-axle dump truck. I will see to the maintenance of my equipment at my facility in Verona, PA and I will provide service in accordance with my customers' needs. I am prepared to operate under the PUC rights of Steele immediately.

The filing of this application is not the result of any warning, road check or investigation by the Commission.

My phone number is 412/793-3242.

If this application is approved, I will publish or adopt rates on the same level as those of Steele. I already have the requisite insurance and will file proof thereof with the Commission if the emergency and regular temporary authority applications are granted.

There are no labor unions which represent, or which within the last 12 months have represented, or have filed a petition to represent, my employees with the National Labor Relations Board or the Pennsylvania Labor Relations Board.

I have the financing in place to acquire the operating rights of Steele and I ask the Commission to approve my applications for emergency and regular temporary authority.

Diana T. Gentile
Diana T. Gentile

SWORN TO and subscribed
before me this 20th day
of March, 1991.

Sherry A. Wardzinski
Notary Public

My commission expires:

Notarial Seal
Sherry A. Wardzinski, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Nov. 26, 1994
Member, Pennsylvania Association of Notaries

A G R E E M E N T

THIS AGREEMENT is made this 20th day of March, 1991, between W. STEELE TRUCKING, INC., a corporation domiciled in Oakdale, Pennsylvania (SELLER), and DIANA T. GENTILE, a sole proprietorship having her office in Penn Hills Township, Allegheny County, Pennsylvania (BUYER).

I. PREMISES

A. SELLER is a motor common carrier of property and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A.100811, a summary of which is attached hereto as Appendix "A".

B. BUYER, a sole proprietor, is engaged in the transportation of exempt commodities and holds no PUC operating rights.

C. SELLER has agreed to sell, and BUYER has agreed to buy, all of SELLER's PUC operating authority, as more fully described in Appendix "A" hereto.

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transaction (herein called "the permanent application").

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, agree, represent and warrant as follows:

1. Purchase Agreement

SELLER will sell to BUYER, and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, all of the Pennsylvania intrastate operating rights owned by SELLER under its outstanding certificate of public convenience issued by the PUC at Docket No. A.100811, which is more fully described in Appendix "A" hereto.

2. Price and Payment

BUYER will pay to SELLER for the operating rights here involved, the total sum of Fifteen Thousand (\$15,000.00) Dollars, to be paid as follows:

2.1 Two Thousand Five Hundred (\$2,500.00) Dollars (herein called "the hand money") in cash has been delivered to SELLER as hand money and shall be held by SELLER in accordance with the provisions of paragraph 3.

2.2 The balance, or \$12,500.00, in cash or by certified or cashier's check, shall be due and payable in full within thirty (30) days after the effective date of the final order of the PUC approving this transaction.

3. Hand Money

The hand money provided for under subparagraph 2.1 will be held by SELLER pending the issuance of a final order. Any interest earned on the hand money shall be retained by SELLER. The hand money may be retained by SELLER on the closing date upon

consummation of this transaction pursuant to the terms of this Agreement. The hand money shall be returned to BUYER if the transaction is not consummated as a result of the denial of approval of the permanent application by the PUC, or if the Agreement is terminated or nullified pursuant to the terms hereof.

4. Application for Approval

The parties agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until final approval is secured by the PUC. Accordingly, within twenty (20) days after the execution of this Agreement, the parties will jointly file with the PUC an application seeking permanent approval of the purchase of the pertinent operating rights by BUYER from SELLER; BUYER shall pay all costs in connection with the preparation and filing of the application, including the attorney's fee of SELLER's attorney. BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application, and agree to join in and execute any and all such applications and other documents, subject to approval of counsel. BUYER and SELLER will supply such information as may be required, attend hearings, present testimony and otherwise cooperate to the end that approval of the transaction may be secured.

5. Warranties As To Operating Rights

SELLER warrants and guarantees that the operating rights have

been duly issued by the PUC; the rights are in full force and effect; the rights will not be subject to any liens, encumbrances, security interests or claims of any kind on the final closing date; and that there are, and on the date of consummation will be, no actions at law or equity, nor any proceeding before any agency, pending or threatened, against SELLER to revoke, suspend or otherwise restrict the operating authority.

If the operating rights are subject to any liens, encumbrances, security interests, other claims or any actions at law or in equity on the final closing date, BUYER shall have the option to either declare this Agreement null and void or to satisfy any obligations or liabilities giving rise to such claims and proceedings and to deduct any such amounts from such payments due pursuant to subparagraph 2.2

6. Approval of Permanent Application Subject to Restrictions

If the PUC, by its final order, approves the permanent application subject to conditions which restrict, delete or cancel any of the operating rights, or limit the use of the operating rights by BUYER in any way, BUYER shall have the option to declare this Agreement null and void and forthwith terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such order. In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this Agreement, as modified,

shall remain in full force and effect. The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

7. Denial of the Permanent Application

In the event the PUC, by its final order, should deny approval of the permanent application, this Agreement shall terminate. In such event, the parties shall have no further rights or obligations under this Agreement, except as to the return of the hand money to BUYER. The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

8. Appeals

In the event the PUC, by its final order, should deny the permanent application, or grant the permanent application subject to conditions of the type set forth in paragraph 6, either party may seek judicial review of those orders to the extent available. In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 6 and 7 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the permanent application is sustained by the Court, this Agreement shall be cancelled in accordance with paragraph 7. If the final order of the PUC approving the permanent application, subject to conditions, is sustained by the Court, BUYER may exercise the right to terminate as set forth in paragraph 6 within twenty (20) days after

the service of the order or judgment of the last court of review. If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal.

For the purposes of this Agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (a) in the case of the denial of the application, upon expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC order, whichever time period is greater, within which petitions for review, rehearing, reargument or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval, unless stayed by the PUC or by a court.

9. No Assumption of Liabilities

This Agreement involves only the purchase of operating rights by BUYER from SELLER. Accordingly, BUYER does not assume any claims, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this Agreement.

10. Temporary Authority Operations

BUYER and SELLER agree to jointly file an application for emergency temporary authority or temporary authority to permit BUYER to operate under the PUC rights of SELLER pending disposition of the permanent authority application. If emergency temporary or temporary authority is granted, BUYER shall operate under the

rights pending the issuance of a final order and shall bear all expenses of such operations and continue to serve SELLER's customers if requested to do so, which shall be the total consideration applicable to the emergency temporary or temporary authority, if approved.

11. Survival of Representations and Warranties

All provisions in this Agreement applicable to BUYER and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing BUYER to purchase the operating rights. BUYER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

12. PUC Assessments

SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. § 510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the final closing date will be the responsibility of SELLER, except as otherwise agreed to in writing by the parties. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent application, SELLER agrees to

promptly pay any such assessments. In the event any such assessments are not paid by SELLER, BUYER shall have the right to advance such payments to the PUC. Any such advance payments shall be considered as adjustments to the purchase price, and shall be deducted from the payment due SELLER, as provided in paragraph 2.

13. Closing Date

The final closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC approving the permanent application, or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the final closing date. The closing shall be held at the offices of Pillar and Mulroy, P.C., in Pittsburgh, PA.

14. Rights of Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest, assigns and legal representatives.

15. Notices

Any notices, demands or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail, with return receipt requested, to the parties at the addresses shown below:

SELLER

Suzanne Steele
1 Gormley Avenue
Oakdale, PA 15071

BUYER

D. T. Gentile
845 Hamil Road
Verona, PA 15147

Such notice shall be sufficient, whether accepted at the address or not, if tendered at such address during the normal business hours by the United States Postal Service. The addresses may, from time to time, be changed by either party giving written notice pursuant to the terms of this paragraph.

16. Entire Agreement of Parties

This Agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified nor changed by any expressed or implied promises, warranties, guarantees, representations or other information, unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

17. Construction

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

18. Paragraph Headings

The headings referring to the contents of this Agreement are inserted for convenience and are not to be considered as part of

this Agreement nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement the day and year first above stated.

ATTEST:

W. STEELE TRUCKING, INC.
(SELLER)

John Dillon

By: Suzanne Steele

WITNESS:

(BUYER)

Michael R. Gentile

Diana T. Gentile
Diana T. Gentile

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Public Meeting held May 17, 1978
Harrisburg, PA 17120

Commissioners Present:

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

Application of W. STEELE TRUCKING, INC.
for approval of the transfer to applicant
of all the operating rights held by
Dan J. Davidovich at A. 97936.

A-00100811

O R D E R

BY THE COMMISSION:

By application docketed January 31, 1978, W. Steele Trucking, Inc., a corporation of the Commonwealth of Pennsylvania seeks approval of the transfer to applicant of all the rights granted to Dan J. Davidovich, under the certificate issued at A. 97936.

Application was published on February 18, 1978 in the Pennsylvania Bulletin. No protests were filed and no hearing held.

Applicant proposes to purchase all of the transferor's motor carrier trucking rights at A. 97936, no vehicles or other assets being included for a total consideration of \$2,500.

This consideration will be paid as follows: In cash upon Commission approval of the instant application.

Applicant shows assets of \$10,000 (cash), subject to liabilities of \$9,000 (due W. Steele), and capital stock of \$1,000. Mr. Steele, president of applicant, also furnished a personal balance sheet showing additional capital available if needed. Said balance sheet shows a personal net worth of \$123,280.

Transferor's gross intrastate carrier revenues as per annual and assessment reports were: 1975-\$3,690, 1976-\$2,852 and 1977-\$876.

All due assessments have been paid.

FINDINGS

Applicant appears to be financially fit to operate as a common carrier. Transferor is presently operating, has insurance in effect and tariff on file. It appears the certificate is in good standing and therefore subject to being transferred.

Applicant was incorporated on November 25, 1977, the incorporator was William C. Steele.

We find the applicant to be fit to hold a certificate of public convenience and that approval of the application is necessary and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for approval of the transfer of rights held by Dan J. Davidovich at A. 97936 be approved and that a certificate be issued to the applicant granting the following rights:

To transport, as a Class D carrier, stone, asphalt and red dog, in dump vehicles, between points in the counties of Allegheny, Beaver, Washington and Westmoreland, no haul to exceed an airline distance of twenty-five (25) statute miles from point of origin to point of destination.

To transport, as a Class D carrier, coal, from mines or stripping operations of Pangersis Coal Company, Rosini's Coal Company, Inc., and Panton Enterprises, Inc., located in the counties of Allegheny, Washington and Westmoreland, to points in the counties of Allegheny, Beaver and Washington, no haul to exceed an airline distance of twenty-five (25) statute miles from point of origin to point of destination.

subject to the following conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.

3. That the applicant charge to Account 1550, Other Intangible Property, \$2,500 being the amount of the consideration payable by it for the rights and going concern value attributable thereto; less any amount recorded under condition 2 above.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the right and privileges conferred by the certificate.
5. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 202(e) of the Public Utility Law of May 28, 1937, P.L. 1053, as amended by Act No. 215 of October 7, 1976.

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

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

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor Dan J. Davidovich at A. 97936 be canceled and the record be marked closed.

BY THE COMMISSION,



C. J. McElwee
Secretary

(SEAL)

ORDER ADOPTED: May 17, 1978

ORDER ENTERED: MAY 30 1978

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held October 10, 1978

Commissioners Present:

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

Application of W. Steele Trucking, Inc.,
for approval of the transfer to it of all
of the operating rights held by Paul S.
Glass at A. 68729.

A-00100811
F. 1
Am-A

O R D E R

BY THE COMMISSION:

By application docketed July 21, 1978, W. Steele Trucking, Inc., a corporation of the Commonwealth of Pennsylvania, seeks approval of the transfer to it of all the rights granted to Paul S. Glass, under the certificate issued at A. 68729.

We find the applicant to be fit to be granted the operating authority sought herein and that approval of the application is necessary and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for approval of the transfer of rights held by Paul S. Glass at A. 68729 be approved and that the report and order of May 30, 1978, at A-00100811, F. 1 and the certificate issued pursuant thereto, be modified and amended to include the following rights:

1. To transport, as a Class D carrier, coal and coke for domestic consumption between points in the counties of Allegheny, Washington, and Beaver, provided no haul shall exceed a distance of fifteen (15) miles from point of origin to point of destination.
2. To transport, as a Class D carrier, coal from mines or stripping operations in the counties of Allegheny, Washington, and Beaver, to coal tipples and railroad sidings in the said counties, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.
3. To transport, as a Class D carrier, building materials in bulk in dump trucks between points in the counties of Allegheny, Washington, and Beaver, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination, excluding the right to transport brick to or from or between points in the county of Allegheny;

subject to the following conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.
3. That the \$3,500 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.

4. That the operating authority granted herein to the extent that it is duplicatory or duplicates any operating authority now held by applicant shall not be construed as conferring more than one operating right.
5. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.
6. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 202(e) of the Public Utility Law of May 28, 1937, P.L. 1053, as amended by Act No. 215 of October 7, 1976.

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

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

IT IS FURTHER ORDERED: That upon compliance with this order
the rights granted the transferor Paul S. Glass at A. 68729 be cancelled
and the record be marked closed.

BY THE COMMISSION,

C. J. McElwee
C. J. McElwee
Secretary

(SEAL)

ORDER ADOPTED: October 10, 1978

ORDER ENTERED:

OCT 23 1978

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held March 28, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of W. Steele Trucking, Inc.,
a corporation of the Commonwealth of Penn-
sylvania, for amendment to its common
certificate: SO AS TO PERMIT the trans-
portation of coal in bulk, in dump vehicles,
for Pangersis Coal Co., Rosini's Coal Co.,
Inc., and Panton Enterprises, Inc., between
points in the counties of Washington,
Beaver, Westmoreland, Greene, Allegheny,
Fayette, Butler, Armstrong and Indiana.

A-00100811
F. 1
Am-B

Pillar and Mulroy, by John A. Pillar for the applicant.
Wick, Vuono & Lavelle by William J. Lavelle for protestants: Neal Bulk
Transport, Inc., M. N. Zuzik, Denis P. Zuzik, t/d/b/a HME Trucking
Co., and West Penn Trucking, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application
filed August 22, 1979. Public notice of the application was given in
the Pennsylvania Bulletin of September 8, 1979.

Four carriers protested the application, however, each with-
drew when the applicant submitted a restrictive amendment limiting
service from the facilities of the three shippers in the nine named
counties to points in the said nine counties. As amended, the application
is unopposed and the record is now certified to the Commission without
hearing. Verified statements were submitted by the applicant and the
three supporting shippers.

W. Steele Trucking, Inc., (or applicant) is domiciled at One Gormley Avenue in Oakdale, Allegheny County. It has an office and garage facility at this location which provides sufficient space to house its equipment and perform maintenance. Telephone requests and service instructions are handled 24 hours per day. The applicant operates two tractors, two trailers and three tri-axle dump trucks, all of which are either company-owned or operated under long term lease arrangements. It employs between five and 10 drivers per day depending on customer need. The equipment to be used within the proposed service would be tri-axle dump trucks which are suitable for transporting coal from strip mine sites.

The applicant presently provides service to the three supporting shippers to the extent presently authorized, primarily, from facilities located in Allegheny, Westmoreland and Washington Counties to points in Allegheny, Beaver and Washington Counties with the length of haul restricted to an airline distance of twenty-five (25) miles. Service is provided five days per week at the rate of between 30 and 40 shipments each day. The nature of the coal industry entails constant expansion of sources of supply due to depletion of present resources and expanding customer demand. The additional authority sought herein is in response to this need.

An unaudited balance sheet as of December 31, 1979, reveals the applicant to have current assets of \$17,165 and total assets of \$26,987. It has current liabilities of \$15,145 and total liabilities of \$26,035. An unaudited statement of income for the year 1978, reveals that from operating revenue of \$93,364, it had operating expenses of \$93,463, producing a net loss of \$99.00.

Edward P. Pangersis supports the applicant and sets forth in his verified statement that he is the owner of Pangersis Coal Company and the president of Rosini's Coal Company, Inc., and Panton Enterprises, Inc. Each company is engaged in either the strip mining of coal or providing coal mining equipment for those operations. Present mine sites are located at Midway, Robinson Township, Washington County, and at McDonald and Oakdale, both in Allegheny County. Plans are constantly being made for expansion to new sites as mineral rights become available.

The services of the applicant have been utilized by the three companies involved to haul all of the coal within the limits of its present authority. The proposed service is needed in order to broaden the applicant's authority therefore providing the three shippers with more flexibility in expanding both mining and customer delivery operations. The present haul to the facilities of Duquesne Light Company in Cheswick, Allegheny County, is the limit of the applicant's authority from the shipper's Midway mining operations. Under the expanded authority, the applicant could handle traffic to the Sekora Coal Company in Greensburg, Westmoreland County; the Homer City Power Plant in Indiana County; and Pittsburgh Coal Processing in West Newton, Westmoreland County. Prospects for future mines exist in the coal-rich counties of Fayette, Greene, Beaver, Butler and Armstrong.

All of the three supporting shippers' traffic now move by the applicant and the service has been completely satisfactory. It has been able to adapt to the unpredictable nature of the coal industry. The shippers hope to be able to continue to utilize the applicant's service within the expanded territory as herein proposed.

DISCUSSION AND FINDINGS

Among the applicant's several grants of authority is a right authorizing the transportation of coal, from the mines of the three supporting shippers in Allegheny, Washington and Westmoreland Counties to points in Allegheny, Beaver and Washington Counties, with no haul to exceed twenty-five (25) miles from point of origin to point of destination. The applicant now seeks to expand its authority for the three shippers so that service can be provided from their facilities in the nine counties of Washington, Beaver, Westmoreland, Greene, Allegheny, Fayette, Butler, Armstrong and Indiana to points in said counties.

The record indicates that while the mining operations of the three supporting shippers are currently confined to the counties of Washington and Allegheny, they nevertheless plan expansion to new sites within the application territory as mineral rights become available and additional resources are needed. The proposed service would also enable the shippers to obtain additional customers within the nine county area of application such as Sekora Coal and Pittsburgh Coal Processing in Westmoreland County and Homer City Power in Indiana County. We can only conclude that with the availability of the additional service as herein applied, the three shippers would be provided with the necessary tool in their own expansion efforts and that the service proposed would accommodate and convenience the public.

It is obvious that along with the expanded territory and the anticipated increase in business inherent therewith, the applicant's present complement of three tri-axle dump trucks may not suffice. It would appear however, that the applicant is financially capable of meeting any obligation to add more vehicles. While the latest statement of operations available does indicate a slight loss of less than \$100 during 1978, the applicant's ratio of assets to liabilities is favorable.

We find:

1. That the applicant has successfully demonstrated that a need for the service as proposed and amended does exist.
2. That there is no service such as herein proposed and amended that is currently available within the area of application.
3. That the service as proposed and amended is necessary for the accommodation and convenience of the public.

4. That the applicant appears to be financially fit and to possess the experience necessary to adequately render the proposed service as amended; THEREFORE,

IT IS ORDERED: That the application, as amended, be and is hereby approved and that the certificate issued to the applicant on July 6, 1978, as amended, be further amended to include the following right:

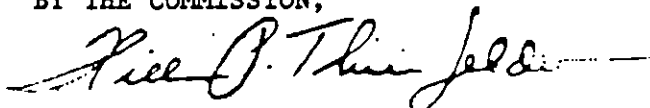
To transport, as a Class D carrier, coal, in bulk, in dump vehicles, for Pangersis Coal Company, Rosini's Coal Company, Inc., and Panton Enterprises, Inc., from their facilities located in the counties of Washington, Beaver, Westmoreland, Greene, Allegheny, Fayette, Butler, Armstrong and Indiana to points in said counties.

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

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

BY THE COMMISSION,



William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: March 28, 1980

ORDER ENTERED: **APR 9 - 1980**

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held May 23, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of W. Steele Trucking, Inc.,
for approval of the transfer to it of
all of the operating rights held by
Marion Hoke Trucking Company at
A-00093351.

A-00100811
F. 1
Am-C

O R D E R

BY THE COMMISSION:

By application docketed March 5, 1980, W. Steele Trucking, Inc., a corporation of the Commonwealth of Pennsylvania, seeks approval of the transfer to it of all the rights granted to Marion Hoke Trucking Company, a corporation of the Commonwealth of Pennsylvania, under the certificate issued at A-00093351.

We find the applicant to be fit to be granted the operating authority sought herein and that approval of the application is necessary and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of rights held by Marion Hoke Trucking Company, at A-00093351 be approved and that the report and order adopted May 17, 1978 at A-00100811 and the certificate issued pursuant thereto, as modified and amended, be further modified and amended to include the following rights:

1. To transport, as a Class D carrier, coal, limestone, slag, sand and gravel, in bulk in dump trucks, between points in the counties of Allegheny, Beaver, Butler, Lawrence, Mercer and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.
2. To transport, as a Class D carrier, coke, lime and clay, in bulk in dump trucks, between points in the counties of Allegheny, Butler and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination;

subject to the following conditions:

1. That no right, power or privilege is granted to transport slag between steel mills for reprocessing between points in the counties of Allegheny, Beaver, Lawrence and Mercer.
2. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
3. That applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.
4. That the applicant charge to Account 1550, Other Intangible Property, \$2,000, being the amount of the consideration payable by it for the rights and going concern value attributable thereto; less any amount recorded under condition 3 above.
5. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
6. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.
7. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(3) of Title 66, PA C.S.A.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor Marion Hoke Trucking Company, a corporation of the Commonwealth of Pennsylvania, at A-00093351 be cancelled and the record be marked closed.

BY THE COMMISSION,



William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: May 23, 1980

ORDER ENTERED: **JUN 4 1980**

April 12, 1991

IN REPLY PLEASE
REFER TO OUR FILE

John A. Pillar
Attorney at Law
312 Boulevard of the Allies
Suite 700
Pittsburgh, PA 15222

In re: A-00109712 - Application of Diana T. Gentile

Dear Sir:

Acknowledgement is made of an application filed by you for permanent and temporary authority on behalf of Diana P. Gentile for the rights of W. Steele Trucking, Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before May 6, 1991. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that W. Steele Trucking, Inc. 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 13, 1991.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:rs

cc: Applicant
845 Hamil Road
Verona, PA 15147

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
APR 15 1991
ENTRY No. MR

A-00109712 DIANA T. GENTILE (845 Hamil Road; Verona, Allegheny County, PA 15147) - (1) stone, asphalt and red dog, in dump vehicles, between points in the counties of Allegheny, Beaver, Washington and Westmoreland, no haul to exceed an airline distance of twenty-five (25) statute miles from point of origin to point of destination; (2) coal, from mines or stripping operations of Pangersis Coal Company, Rosini's Coal Company, Inc., and Panton Enterprises, Inc., located in the counties of Allegheny, Washington and Westmoreland, to points in the counties of Allegheny, Beaver and Washington, no haul to exceed an airline distance of twenty-five (25) statute miles from point of origin to point of destination; (3) coal and coke for domestic consumption between points in the counties of Allegheny, Washington and Beaver, provided no haul shall exceed a distance of fifteen (15) miles from point of origin to point of destination; (4) coal from mines or stripping operations in the counties of Allegheny, Washington, and Beaver, to coal tipples and railroad sidings in the said counties, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; (5) building materials in bulk in dump trucks between points in the counties of Allegheny, Washington, and Beaver, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination, excluding the right to transport brick to or from or between points in the county of Allegheny; (6) coal, in bulk, in dump vehicles, for Pangersis Coal Company, Rosini's Coal Company, Inc., and Panton Enterprises, Inc., from their facilities located in the counties of Washington, Beaver, Westmoreland, Greene, Allegheny, Fayette, Butler, Armstrong and Indiana to points in said counties; (7) coal, limestone, slag, sand and gravel, in bulk in dump trucks, between points in the counties of Allegheny, Beaver, Butler, Lawrence, Mercer and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; and (8) coke, lime and clay, in bulk in dump trucks, between points in the counties of Allegheny, Butler and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; with Rights No. 7 and 8 subject to the following condition: That no right, power or privilege is granted to transport slag between steel mills for reprocessing between points in the counties of Allegheny, Beaver, Lawrence and Mercer; which is to be a transfer of the rights authorized under the certificate issued at A-00100811 to W. Steele Trucking, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00109712, SEEKING THE RIGHTS CITED ABOVE. Attorney: John A. Pillar, 312 Boulevard of the Allies, Suite 700, Pittsburgh, PA 15222.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

SERVICE _____

APR 13 1991

BUREAU OF TRANSPORTATION
COMMON CARRIER
APRIL 1991

A-00109712

Application of Diana T. Gentile, for the right to begin to transport, as a common carrier, by motor vehicle, (1) stone, asphalt and red dog, in dump vehicles, between points in the counties of Allegheny, Beaver, Washington and Westmoreland, no haul to exceed an airline distance of twenty-five (25) statute miles from point of origin to point of destination; (2) coal, from mines or stripping operations of Pangersis Coal Company, Rosini's Coal Company, Inc., and Panton Enterprises, Inc., located in the counties of Allegheny, Washington and Westmoreland, to points in the counties of Allegheny, Beaver and Washington, no haul to exceed an airline distance of twenty-five (25) statute miles from point of origin to point of destination; (3) coal and coke for domestic consumption between points in the counties of Allegheny, Washington and Beaver, provided no haul shall exceed a distance of fifteen (15) miles from point of origin to point of destination; (4) coal from mines or stripping operations in the counties of Allegheny, Washington, and Beaver, to coal tipples and railroad sidings in the said counties, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; (5) building materials in bulk in dump trucks between points in the counties of Allegheny, Washington, and Beaver, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination, excluding the right to transport brick to or from or between points in the county of Allegheny; (6) coal, in bulk, in dump vehicles, for Pangersis Coal Company, Rosini's Coal Company, Inc., and Panton Enterprises, Inc., from their facilities located in the counties of Washington, Beaver, Westmoreland, Greene, Allegheny, Fayette, Butler, Armstrong and Indiana to points in said counties; (7) coal, limestone, slag, sand and gravel, in bulk in dump trucks, between points in the counties of Allegheny, Beaver, Butler, Lawrence, Mercer and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; and (8) coke, lime and clay, in bulk in dump trucks, between points in the counties of Allegheny, Butler and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; with Rights No. 7 and 8 subject to the following condition: That no right, power or privilege is granted to

NA

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
APR 15 1991
ENTRY No. VA

Protests due on No Hearings _____
Protests due on Hearings - (5 days prior to date of hearing)
Notice of the above application was mailed to all certificate
holders and railroad companies in the service area as noted above.

MAY - 6 1991

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____ SERVICE _____

- 2 -

transport slag between steel mills for reprocessing between points in the counties of Allegheny, Beaver, Lawrence and Mercer; which is to be a transfer of the rights authorized under the certificate issued at A-00100811 to W. Steele Trucking, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00109712, SEEKING THE RIGHTS CITED ABOVE.

FW:11
4/2/91

Application received: 3/25/91
Application docketed: 4/1/91
TA Application received: 3/25/91
TA Application docketed: 4/1/91

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.