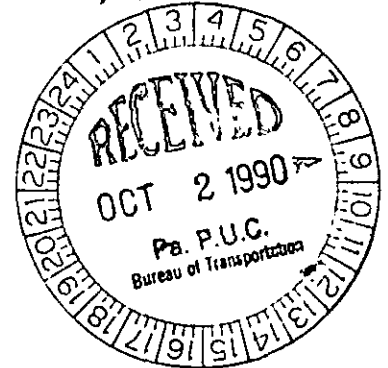


GEORGE L. FENNER, Jr., Esq.
171 South Franklin Street
P.O. Box 1161
WILKES-BARRE, PA. 18703

September 10, 1990

Pa. Public Utilities Commission
P. O. Box 3265
North Office Building
Harrisburg, Pa. 17120

A-109526



Gentlemen:

I have enclosed an Application for Approval of Transfer and Exercise of Contract Carrier Rights, No. A-00036427, Folder No. 3, issued to Sam Giordano. Mr. Giordano has died and his estate seeks to transfer the rights to Harry J. Kemmerer and Karl D. Kemmerer, partners. The seven items required in Paragraph 12 (a) are attached. None of the items in Para. 12 (b) are attached since there is no formal partnership agreement, although the two applicants (brothers) operate as partners-in-fact.

The Sales Agreement provides that the sum of \$1,000.00 is allocated to the purchase of the PUC rights, and also indicates the amount being paid for two separate parcels of land. We have added a copy of the Bill of Sale showing the amount being paid for the equipment. The land was paid for in full August 7, 1990 and the amount of \$1,000.00 is being held by me in escrow for payment to the estate when the PUC rights have been successfully transferred.

A cashier's check in the amount of \$350.00, payable to the Commonwealth of Pennsylvania, is enclosed.

*10/16/90
talked with atty Fenner Jr. Sec.
told her we need short form
certificate.*

Very truly yours,

George L. Fenner Jr.
George L. Fenner, Jr.

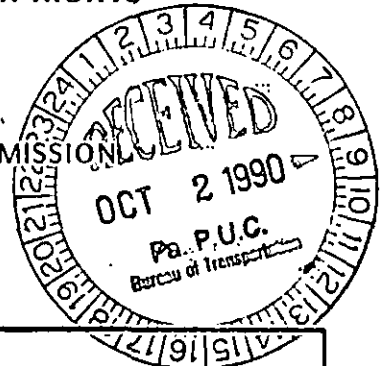
GLF/my
encs.

P. S. A Partnership Statement is attached.



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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION



Application of HARRY J. KEMMERER and KARL D. KEMMERER
(Applicant/Transferee-Buyer)

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

No. A-00036427, Folder No. 3, issued to:

SAM GIORDANO

(Transferor-Seller)

for transportation of property (top-soil).
(persons-property)

PUC USE ONLY

Docket No. A-109526

Folder No. _____

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. HARRY J. KEMMERER and KARL D. KEMMERER
(Full and correct name of applicant/transferee)

APPL.

2. _____
(Trade name, if any)

COMPL.

MVIC.

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

CHECKED BY MW

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



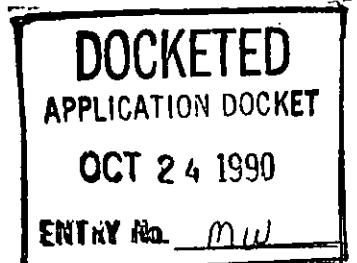
3. 31 Hazleton Street
(Business Street Address)

P. O. Box 43
(P.O. Box, if any)

Ashley Luzerne, PA. 18706
(City) (County) (State) (Zip)

(717) 824-7310
(Telephone)

BEGINNING



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

George L. Fenner, Jr., Esq., P. O. Box 1161, Wilkes-Barre, Pa. (717) 823-8145
(Name) (Address) 18703 (Telephone)

5. Any documents should be mailed to:

Transferee: c/o George L. Fenner, Jr., Esq., PO Box 1161, Wilkes-Barre, Pa. 18703
(Name) (Address)

Transferor: c/o Attorney Albert Danoff, 39 Public Square, Wilkes-Barre, Pa. 18701
(Name) (Address)

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

A-00036427 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).

HARRY J. KEMMERER, 35 Hazleton Street, Ashley, PA. 18706
(Name) (Address)

KARL D. KEMMERER, R.D.3, Box 104, Woodland Ave., Mountaintop, PA. 18707

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 Death of prior holder, Sam Giordano, and sale
of property to Applicants.

12a. The following must be attached:

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

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

- Partnership Agreement.
- Trade Name registration certificate.
- 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: *Harry J. Kemmerer* _____
(each partner must sign) (Date)
(Corporate Seal) HARRY J. KEMMERER

Karl D. Kemmerer _____
KARL D. KEMMERER

Transferor sign here: *Ross Giordano* X _____
ROSS GIORDANO
(Corporate Seal)

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

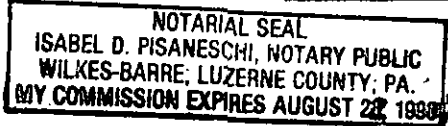
COMMONWEALTH OF PENNSYLVANIA :
 : ss:
LUZERNE County :

KARL D. KEMMERER AND HARRY J. KEMMERER, 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.

Karl Kemmerer
Signature of Affiant
Harry J. Kemmerer

Sworn and subscribed before me this 10th
day of September 19 90.

My Commission Expires 8-22-94



Isabel D. Pisaneschi
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
 : ss:
_____ County :

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

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

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:

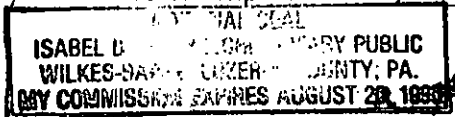
LUZERNE County :

ROSS GIORDANO, 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.

Ross Giordano
Signature of Affiant

Sworn and subscribed before me this 10th
day of September 19 90.

My Commission Expires 8-22-94



Isabel D. Wilkes-Barre
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

_____ County :

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

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

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____

My Commission expires _____

Signature of Official Administering Oath

COPY

AGREEMENT OF SALE

THIS AGREEMENT, Made this 6th day of July, 1990, by and between ROSS GIORDANO, Individually and as Executor U/W/O Samuel J. Giordano, Deceased, of Exeter, Pennsylvania (hereinafter referred to as "SELLER"), and HARRY J. KEMMERER and KARL D. KEMMERER, of Ashley, Pennsylvania (hereinafter referred to as "BUYERS"), wherein it is mutually agreed as follows:

WITNESSETH:

That SELLER hereby agrees to sell and convey to BUYERS, who hereby agree to purchase, all of the following (collectively and not individually) for the total sum of Thirty Thousand (\$30,000.00) Dollars, subject to the following terms and conditions:

1. All that certain lot and garage situate at 1405 Susquehanna Avenue, Exeter, Pennsylvania, as described in Luzerne County Deed Book 2149 at Page 950, a copy of which is attached hereto as EXHIBIT "A" and which is incorporated herein by reference thereto.

A. SELLER shall have the right to park an Acme Trailer and a Backhoe on said property for a period not to exceed twelve (12) months from the date of Closing, as hereinafter set forth. The parking area shall be that in which the Acme Trailer is now parked.

2. All that open land consisting of 21.96 acres, more or

less, situate in Wyoming Borough, Pennsylvania, as set forth in Luzerne County Deed Book 1741 at Page 833, a copy of which is attached hereto as EXHIBIT "B" and which is incorporated herein by reference thereto.

A. There is an existing passageway agreement with the Borough of Wyoming dated _____, 1970, a copy of which is attached hereto as EXHIBIT "C" and which is incorporated herein by reference thereto. BUYERS agree to proceed to obtain a new Agreement with the Borough of Wyoming immediately after the execution of this Agreement, to become effective upon Closing, and this new Agreement is a condition of the within sale.

B. There is a Department of Environmental Resources ("DER") Permit for the use of the land, and BUYERS agree to proceed to obtain a new DER Permit immediately after the execution of this Agreement, to become effective upon Closing, and this new Permit is a condition of the within sale.

3. A Pennsylvania Public Utility Commission ("PUC") No. A-00036427, F. 3, which is now held in suspension by the PUC as set forth in its letter dated April 4, 1990, a copy of which is attached hereto as EXHIBIT "D" and which is incorporated herein by reference thereto. Approval of such transfer is a condition of the within sale, and BUYERS agree to proceed to obtain such transfer immediately after the execution of this Agreement, such

transfer to become effective upon Closing.

4. The allocation of the Purchase Price for the above items shall be as follows:

A. Item 1 - \$18,000.00.

B. Item 2 - \$11,000.00 (excluding A and B).

C. Item 3 - \$ 1,000.00.

Total: \$30,000.00.

5. BUYERS have paid to SELLER the sum of Three Thousand (\$3,000.00) Dollars towards the Purchase Price, receipt of which is hereby acknowledged by SELLER, and the balance of the Purchase Price in the amount of Twenty-Seven Thousand (\$27,000.00) Dollars shall be paid in cash or certified check at the Closing, subject to any Closing adjustment.

6. The Deed from SELLER to BUYERS shall be an Executor's Deed.

7. The premises are to be conveyed free and clear of all liens, encumbrances and easements, excepting, however, the following: mortgages (payment for which shall be deducted from the Closing proceeds) encumbrances, as above mentioned, if any; existing building restrictions, ordinances, easements of road or visible from or on the ground, privileges or rights of public service companies, if any; otherwise, the title to the herein described lots or pieces of ground shall be good and marketable

and such as will be insured by any reputable title insurance company licensed to do business in the Commonwealth of Pennsylvania, without exception (other than pre-printed exceptions contained in the title insurance policy). SELLER warrants that the restrictions affecting the premises, if any, will not be violated at the date of Closing hereunder.

8. The Closing shall be held on or before the 5th day of October, 1990, said time to be of the essence of this Agreement, unless extended by mutual consent in writing endorsed hereon. The Closing shall be held at the offices of Winkler, Danoff and Lubin, 39 Public Square, Suite 304, Wilkes-Barre, Pennsylvania 18701-2565.

9. Possession is to be given at time of Closing by delivery of Deed.

10. Real estate taxes shall be apportioned pro rata as of the date of Closing, which apportionments shall be based upon the actual fiscal years of the taxing authorities for which the subject taxes are levied. It is understood and agreed that all transfer taxes imposed by any governing body shall be borne equally by BUYERS and SELLER.

11. In the event that SELLER is unable to give a good and marketable title as above set forth, and such as will be insured by any reputable title insurance company licensed to do business in the Commonwealth of Pennsylvania, without exception, BUYERS shall have the option of taking such title as the SELLER can give

without abatement of price, or of being repaid all monies paid on account by BUYERS to SELLER. In this event, there shall be no further obligation by either of the parties hereunder and this Agreement shall become null and void.

12. Should the BUYERS violate or fail to perform any of the terms or conditions of this Agreement, with the SELLER not being in default, then and in that case, all sums paid by the BUYERS on account of the purchase price may be retained by the SELLER, either on account of the purchase price or as liquidated damages for such breach, as the SELLER shall elect; and in the latter event, the SELLER shall be released from all liability or obligation and this Agreement shall become null and void.

13. Any notices or ordinances filed subsequent to the date of this Agreement by any governing authority for which a lien could be filed are to be complied with at the expense of the SELLER.

14. It is understood and agreed that BUYERS have inspected the property and agree to purchase it as a result of such inspection and not because of or in reliance upon any representations made by SELLER or his agents, and BUYERS have agreed to purchase same in its present condition.

15. SELLER shall not enter into any new lease, written extensions of existing leases, if any, or additional leases for the premises without the express written consent of the BUYER.

16. SELLER shall bear risk of loss from fire or other

casualties until time of settlement. In the event of damage to any property included in this sale by fire or other casualties, not repaired or replaced prior to settlement, BUYERS shall have the option of rescinding this Agreement and receiving all monies paid on account, or of accepting the property in its then condition together with the proceeds of any insurance recovery obtainable by SELLER.

17. BUYERS and SELLER agree to execute and deliver any and all documents required to close under this Agreement.

18. This Agreement shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record.

19. All notices to be given by either party to the other must be mailed by registered mail, postage prepaid, to the addresses which appear in this Agreement; and if none are stated hereon, to the last known addresses of the proposed recipients.

20. This Agreement contains the whole agreement between the SELLER and BUYERS, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever.

21. This Agreement shall not be assigned or transferred by the BUYERS without the written consent of the SELLER being first had and obtained. Subject to the said provisions regarding assignment by the BUYERS, this Agreement shall extend to and bind the heirs, executors, administrators and assigns of the

respective parties hereto.

The parties hereto have executed this Agreement of Sale as of the day and year first above written.

SELLER:

ESTATE OF SAMUEL J. GIORDANO

By: 1 Ross Giordano, executor
ROSS GIORDANO, Executor

1 Ross Giordano
ROSS GIORDANO

c/o Albert N. Danoff, Esquire
39 Public Square - Suite 304
Wilkes-Barre, PA 18701-2565

BUYERS:

1 Harry J. Kemmerer
HARRY J. KEMMERER

1 Karl D. Kemmerer
KARL D. KEMMERER

c/o George L. Fenner, Jr., Esquire
P. O. Box 1161
Wilkes-Barre, PA 18703

COPY

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That the Undersigned, ROSS GIORDANO, Executor U/W/O Samuel J. Giordano, Deceased, in consideration of the sum of Ninety Thousand (\$90,000.00) Dollars (as hereinafter allocated), does hereby grant, sell, transfer and deliver unto HARRY J. KEMMERER and KARL D. KEMMERER, of Ashley, Pennsylvania, the following described equipment:

<u>Item</u>	<u>Price</u>
One (1) CAT Loader Model 85J	\$19,000.00
One (1) Caterpillar D-3 Dozer	\$14,000.00
One (1) Tandem Dump Truck, Title Number 21747295203	\$16,000.00
One (1) Tri-Axle Dump Truck, Title Number D23566221	\$16,000.00
One (1) Caterpillar Tire Loader, Title Number B29514409	<u>\$25,000.00</u>
TOTAL:	\$90,000.00

To have and to hold all singular the said goods and chattels to the said Purchaser, its successors and assigns. The Undersigned covenants with said Purchaser that the Undersigned is the lawful owner of the aforesaid Items; that they are free from all encumbrances; that the Undersigned has a good right to sell the same; that the Undersigned will warrant and defend same against the lawful claims and demands of all persons. It is understood that the Undersigned makes no warranty, either express or implied, nor any warranty of merchantability of fitness for any particular purpose.

It is further understood that all equipment is sold "AS IS",
"WHERE IS" and with all of their faults as inspected by the
Purchaser.

The undersigned has signed this Bill of Sale this 6th day of
July, 1990.

ESTATE OF SAMUEL J. GIORDANO

By: S/ Ross Giordano Executor
ROSS GIORDANO, Executor

LIST OF EQUIPMENT

<u>Item</u>	<u>Price</u>
One (1) CAT Loader Model 85J	\$19,000.00
One (1) Caterpillar D-3 Dozer	\$14,000.00
One (1) Tandem Dump Truck, Title Number 21747295203	\$16,000.00
One (1) Tri-Axle Dump Truck, Title Number D23566221	\$16,000.00
One (1) Caterpillar Tire Loader, Title Number B29514409	<u>\$25,000.00</u>
TOTAL:	\$90,000.00

PUC RIGHTS TO BE TRANSFERRED

NO. A-00036427

Building materials in bulk in dump trucks, lawfully mined and lawfully prepared coal and scrap metal between points in the County of Luzerne, and within a radius of 25 miles thereof, provided no haul shall exceed a distance of 25 miles from the point of origin to point of destination.

STATEMENT OF FINANCIAL POSITION (Balance Sheet)

as of Dec. 31, 1989

Date

ASSETS

CURRENT ASSETS

Cash		26,607.
Accounts Receivable		31,925.
Notes Receivable		
Other current assets (Specify) Bid deposit.		527.
Total current assets		59,059.

TANGIBLE ASSETS

Land		13,000.
Motor Vehicle Equipment	84,421.	
Less: Accumulated Depreciation	34,556.	= 49,865.
Buildings and Structures	14,680.	
Less: Accumulated Depreciation	--	= 14,680.
Investments and Funds (Specify)		--
Intangible Assets		--
Other assets (Such as advances and Idle equipment - specify)		136,604.

LIABILITIES

Current Liabilities (liabilities due within one year of date)

Accounts Payable		28,714.
Notes Payable		
Equipment Obligations		
Other Liabilities (attach schedule) Payroll taxes		4,213.
Total Current Liabilities		32,927.

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

Accounts Payable		--
Notes Payable		--
Equipment Obligations		--
Other Liabilities (attach schedule)		--
Total Long Term Liabilities		--

Total Liabilities

32,927.

Net Worth (partnerships & individuals)

103,677.

OWNERS EQUITY (Corporations only)

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

Total Liabilities & Owner's Equity
(Corporations only)

STATEMENT OF FINANCIAL CONDITION

INCOME STATEMENT

For the 12-month period ending Dec. 31, 1989
(Date)

REVENUE and GAINS

Operating Revenue	
Net Revenue from non-carrier operation	<u>486,371.</u>
Dividend and Interest revenues	
Other non-operating revenue	
Gains	
Total Revenue and Gains	<u>486,371.</u>

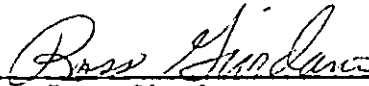
EXPENSES

Equipment Maintenance and Garage Expense	<u>33,585.</u>
Insurance Expense	<u>15,267.</u>
Employee Salaries	<u>91,636.</u>
Supervisory Salaries	
Officer Salaries	
Fuel Expense	
Purchased Transportation (Lease Expense)	
Materials and Supplies Expense	<u>179,149.</u>
General Office Expense	<u>1,607.</u>
Advertising Expense	<u>197.</u>
Telephone Expense	<u>9,680.</u>
Accounting Expense	<u>2,199.</u>
Legal Expense	
Uncollectible Revenue	
Depreciation Expense	<u>16,435.</u>
Amortization	
Operating Taxes and Licenses	<u>16,837.</u>
Rent Expense	<u>19,000.</u>
Loss	
Total Operating Expense and Losses	<u>385,592.</u>

Net Income before Taxes	<u>100,779.</u>
Provision for Income Taxes	
Net Income	

UNPAID BUSINESS DEBTS OF TRANSFEROR

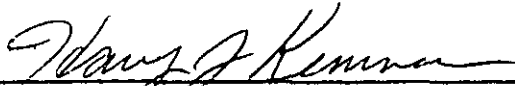
I, ROSS GIORDANO, Executor of the Estate of Sam Giordano,
hereby certify that there are no unpaid business debts of the
transferor connected with the PUC Certificate held by the said
Sam Giordano.




Ross Giordano

STATEMENT OF SAFETY PROGRAM

HARRY J. KEMMERER and KARL D. KEMMERER, hereby certify that they will maintain their equipment in good working condition, will have the same inspected as legally required and will abide by all the regulations established by O.S.H.A.




Harry J. Kemmerer




Karl D. Kemmerer

STATEMENT OF TRANSFEREES' EXPERIENCE

HARRY J. KEMMERER and KARL D. KEMMERER, hereby certify that they have been employed in masonry business for more than eighteen years and have been the sole owners of the said business for the past three years.



Harry J. Kemmerer




Karl D. Kemmerer

PARTNERSHIP AGREEMENT

HARRY J. KEMMERER and KARL D. KEMMERER hereby certify that they have been operating as general partners, each owning one-half of the business, without a written partnership agreement, and they are partners-in-fact and under IRS regulations.



Harry J. Kemmerer



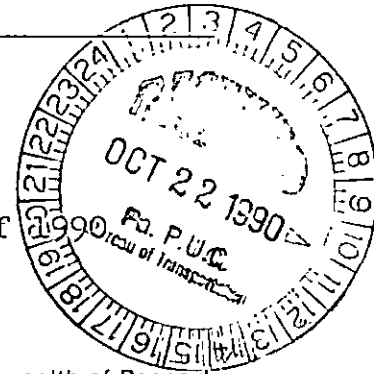
Karl D. Kemmerer

SHORT CERTIFICATE

**COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF LUZERNE**

SS: 318 of

A-109526



I, HELEN A. O'CONNOR, Register of Wills in and for the County of Luzerne, in the Commonwealth of Pennsylvania, DO HEREBY CERTIFY that on the 20th day of February, 1990,

LETTERS Testamentary

on the Estate of Samuel J. Giordano

_____ deceased, were granted to _____

Ross Giordano

having first been qualified well and truly to administer the same. And I further certify that no revocation of said Letters appears of record in my office.

Date of Death February 11, 1990

Given under my hand and seal of office this

Social Security No. 364-16-5379

18th day of October, 1990

Dorothy M. Cispieno

For the Register

NOT VALID WITHOUT SIGNATURE AND IMPRESSED SEAL

GEORGE L. FENNER, Jr., Esq.
171 South Franklin Street
P.O. Box 1161
WILKES-BARRE, PA. 18703

October 1990



Pa. Public Utilities Commission
P. O. Box 3265
Harrisburg, Pa. 17120

Re: Application of Harry J. Kemmerer and
Karl D. Kemmerer

Attn: Marlene Wendt

A-109526

Dear Ms. Wendt:

I have enclosed a copy of our letter dated September 10, 1990 regarding the Application of Harry J. Kemmerer and Karl D. Kemmerer. On October 16th you called and said you need a Short Certificate for Samuel J. Giordano. I have enclosed the Short Certificate you need so that you can proceed with the Application.

Very truly yours,

George L. Fenner, Jr.

GLF/my
enc.

DOCUMENT
FOLDER

November 9, 1990

IN REPLY PLEASE
REFER TO OUR FILE

George L. Fenner, Jr.
Attorney at Law
171 South Franklin Street
P.O. Box 1161
Wilkes-Barre, PA 18703

In re: A-00109526 - Application of Harry J. Kemmerer and
Karl D. Kemmerer, Copartners

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Harry J. Kemmerer and Karl D. Kemmerer, Copartners for the rights of Samuel J. Giordano (deceased).

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before December 3, 1990. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that the executor of the Estate of Samuel J. Giordano (deceased) will continue to render the service covered by his 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 November 10, 1990.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:11

cc: Applicant
31 Hazleton Street
P.O. Box 43
Ashley, PA 18706

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
NOV 09 1990
ENTRY No. AR

A-00109526 HARRISON. KEMMERER AND KARL D. KEMMERER copartners (31 Hazleton Street, P.O. Box 43, Ashley, Luzerne County, PA 18706) - building materials in bulk in dump trucks, lawfully mined and lawfully prepared coal and scrap metal between points in the county of Luzerne and within a radius of twenty-five (25) miles thereof, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; which is to be a transfer of the right authorized under the certificate issued at A-00036427, F. 3 to Samuel J. Giordano (deceased) subject to the same limitations and conditions. Attorney: George L. Fenner, Jr., 171 South Franklin Street, P.O. Box 1161, Wilkes-Barre, PA 18703.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

SERVICE _____

NOV 10 1990

BUREAU OF TRANSPORTATION
COMMON CARRIER
OCTOBER 1990

A-00109526

Application of Harry J. Kemmerer and Karl D. Kemmerer, copartners, for the right to begin to transport, as a common carrier, by motor vehicle, building materials in bulk in dump trucks, lawfully mined and lawfully prepared coal and scrap metal between points in the county of Luzerne and within a radius of twenty-five (25) miles thereof, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; which is to be a transfer of the right authorized under the certificate issued at A-00036427, F. 3 to Samuel J. Giordano (deceased) subject to the same limitations and conditions.

MW:kmb
10/29/90

Application received: 10/2/90
Application docketed: 10/24/90

NH

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET NOV 09 1990
ENTRY No. _____

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.

DEC - 3 1990