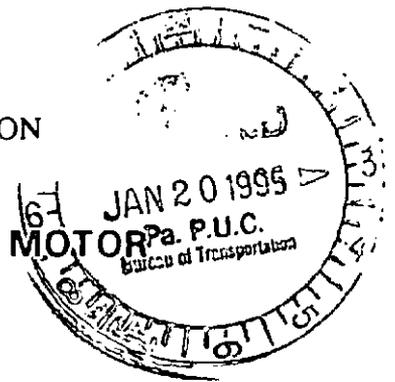


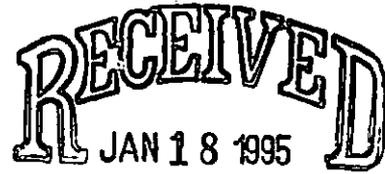
BEFORE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION FOR TRANSPORTATION BY MOTOR CARRIERS OF PROPERTY



(PLEASE READ INSTRUCTIONS BEFORE PREPARING APPLICATION)

For PUC Use Only 700980  
Docket No. A-111709



SECRETARY'S OFFICE  
Public Utility Commission

1. M.C. Tank Transport Inc.  
(Full and correct name in which you intend to operate)

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

The trade name, if fictitious, \_\_\_\_\_ been registered with the Secretary of  
(has or has not)

the Commonwealth on \_\_\_\_\_ (attach copy of date-stamped registration  
(Date) form).

3. 8555 N. Gilmore Rd. (513) 874-3266  
(Physical Address) (Telephone No.)

Fairfield OH 45014  
(City) (County) (State) (Zip)

4. same  
(Mailing Address, if different)

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
JAN 28 1995  
ENTRY No. 3 T2

(City) (County)

(State) (Zip)

5. Applicant does hold ICC authority under Docket No. MC116867  
(does or does not)

6. Applicant does have a current safety rating issued by US DOT  
(does or does not)

(attach copy).

7. Approximate number of commercial vehicles to be operated intrastate:  
owned 61 leased 15

8. Applicant is (check one):

**Individual**

**Partnership.** Attach copy of partnership agreement and list names and addresses of all partners below (use additional sheet if necessary).

(Name)	(Address)

**Corporation.** Organized under the laws of the State of Ohio and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on 8/25/71 (Attach date-stamped copy of application for Certificate of Incorporation or Authority). 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. Attach the following, as appropriate (check those attached):

Partnership Agreement. N/A

Date-stamped copy of Fictitious Trade Name registration certificate. N/A

Date-stamped copy of Application for Certificate of Incorporation or Certificate of Authority.

Copy of a current safety rating issued by a state or federal agency.

List of corporate officers and stockholders and distribution of shares.

Proof of Insurance.

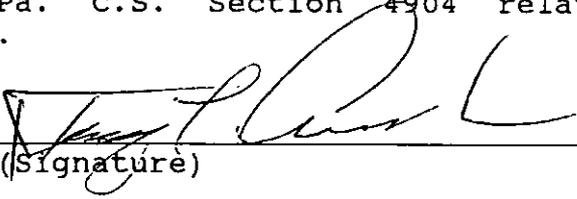
10. Certification

- a. Applicant certifies that it is not now engaged in any transportation of property for compensation in Pennsylvania and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation is received.
- b. Applicant certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance, and will be able to comply with them.
- c. Applicant certifies that it understands that it is subject to an annual assessment based upon its gross intrastate operating revenues to help pay the expenses incurred by the PUC in regulating motor carriers of property.

# VERIFICATION OF APPLICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Timothy L. Anderson            1/11/95  
(Print Name)                      (Signature)                      (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

This section must be completed by the applicant appearing on Line 1, if an individual; by all partners, if a partnership; or by the President or Secretary, if a corporation).



U.S. Department  
of Transportation  
Federal Highway  
Administration

Bureau of Motor Carrier Safety

400 Seventh St., S.W.  
Washington, D.C. 20590

#6

M C TANK TRANSPORT  
8555 N GILMORE RD.  
FAIRFIELD

OH

45014

NOVEMBER 28, 1984  
IN REPLY REFER TO:  
HMC-10  
081405

DEAR SIR:

IN ACCORDANCE WITH THE PROVISIONS OF TITLE 49, CODE OF FEDERAL REGULATIONS, PART 385, YOUR MOTOR CARRIER SAFETY RATING AS OF THIS DATE IS: SATISFACTORY.

THIS RATING RESULTED FROM A RECENT REVIEW AND EVALUATION OF YOUR COMPLIANCE WITH THE FEDERAL MOTOR CARRIER SAFETY AND/OR HAZARDOUS MATERIALS REGULATIONS, AND INCLUDED RECORDS MAINTAINED BY THE BUREAU OF MOTOR CARRIER SAFETY (STATE AND BUREAU CONTACT REPORTS). A SATISFACTORY RATING MEANS THAT NO SUBSTANTIAL VIOLATIONS OF THOSE REGULATIONS WERE DISCOVERED.

SINCERELY YOURS,

GARY E. CURTIS  
CHIEF, OPERATIONS DIVISION

CC: HRA - 05  
FILE  
READER FILE



FAIRFIELD, OH. • LaVERGNE, TN. • CHATTANOOGA, TN. • SARDIS, OH.

M.C. Tank Transport, Inc., 8555 North Gilmore Road, Fairfield, Ohio 45014 • (513) 874-3266 • Fax (513) 874-3359

#8

List of Corporate Officers:

Timothy L. Anderson	President	shares 100%
6375 Katherine Manor Ct.		
Hamilton, OH 45011		

UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF THE SECRETARY OF STATE.

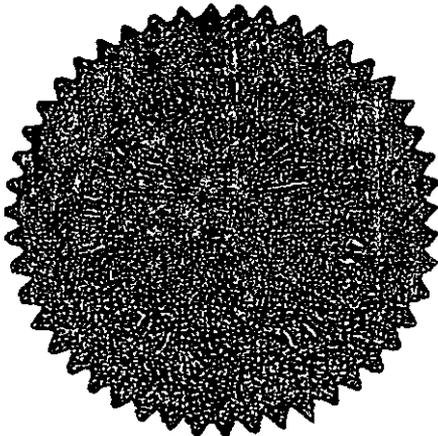
I, TED W. BROWN,

Secretary of State of the State of Ohio, do hereby certify that the foregoing is an exemplified copy, carefully compared by me with the original record now in my official custody as Secretary of State, and found to be true and correct, of the

ARTICLES OF INCORPORATION

OF  
M.C. TANK TRANSPORT, INC.

filed in this office on the 31st day of August A. D. 1971  
and recorded on ~~(1st)~~ Roll ~~(Volume)~~ B760, Frame ~~(Page)~~ 1983 of  
the Records of Incorporations.



WITNESS my hand and official seal at  
Columbus, Ohio, this 21st day  
of December A.D. 1973

*Ted W. Brown*

TED W. BROWN  
Secretary of State

R760 1983

414818

#8

APPROVED FOR FILING

By *[Signature]*

Date 2-31-71

Amount 5000

# Articles of Incorporation

— OF —

M. C. Tank Transport, Inc.

(Name of Corporation)

219-91

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be M. C. Tank Transport, Inc.

SECOND. The place in Ohio where its principal office is to be located is 6426 Dixie Highway, Fairfield, Ohio 45014, Butler County.  
(City, Village or Township)

THIRD. The purposes for which it is formed are:

To transport by motor vehicles and other modes of conveyance liquid and solid wastes, oils, used grease, chemical compounds, liquid fuels, and any other compounds or products in industrial chemicals or any of the ingredients thereof, as well as boxes, cases, containers, or any other article which can be profitably dealt with in connection with the transportation of commodities, to grant others licenses and to lease, buy and sell vehicles for the transportation of commodities.

To transact any and all kinds of business activities, including the sale of merchandise or services, as fully and to the same extent as natural persons might or could do, and which may be lawfully carried on by the corporation under the laws of the State of Ohio. In furtherance, and not in limitation of the general powers conferred by the laws of the State of Ohio, it is expressly provided that this corporation shall also have the following powers, to-wit:

To purchase, acquire, hold, convey, lease, mortgage or dispose of property, personal, tangible or intangible;

To borrow money and issue, sell or pledge bonds, promissory notes, bills of exchange, debentures and other operations and evidences of indebtedness, payable at a specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge, or otherwise, or unsecured;

To purchase, acquire, guarantee, hold and dispose of the shares, bonds and other evidences of indebtedness or controls of any corporation, domestic or foreign;

To acquire the good will, rights and property, and to undertake the whole or any part of the assets or liabilities of any persons, firm, association, or corporation; to pay for the same in cash, the stock of this company, bonds or otherwise, to hold or in any manner dispose of the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired, and to exercise all the powers necessary or convenient in and about the conduct and management of such business;

To carry on any or all of its operations and business, and to promote its objects within the State of Ohio, or elsewhere, without restriction as to place or amount;

To acquire by purchase, lease, exchange or otherwise to own, hold, use, manage, develop, subdivide, plat, improve, mortgage, and to sell, lease, rent, mortgage, exchange and otherwise deal in real estate and any interest or right therein.

B760 1984

FOURTH. The number of shares which the corporation is authorized to have outstanding is

Five hundred (500) shares of no par common stock.

FIFTH. The amount of stated capital with which the corporation shall begin business is

One Thousand and no/100 ----- Dollars (\$ 1,000.00 )

IN WITNESS WHEREOF We have hereunto subscribed our names, this 25th day of August, 1971

M. C. TANK TRANSPORT, INC.

(Name of Corporation)

*[Signature]*  
Louis A. Beilford

*[Signature]*  
Robert E. Fryman

*[Signature]*  
Lee H. Parrish

(INCORPORATORS' NAMES SHOULD BE TYPED OR PRINTED BENEATH SIGNATURES)

N. B. Articles will be returned unless accompanied by form designating statutory agent. See Section 1701.07 Revised Code of Ohio.

#19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

Named Insured and Mailing Address:

M. C. TANK TRANSPORT, INC. 8555 N. GILMORE RD. FAIRFIELD, OH 45014

This endorsement changes the policy on the date shown below.

Table with 2 columns: Date and Effective date, and 2 rows: Dated at South Sioux City, Nebraska on NOVEMBER 18 1994 and Effective date NOVEMBER 1 1994; GREAT WEST CASUALTY COMPANY and Countersigned by Handa E. Ambrose (Authorized Company Representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by [X], for the limits shown:

- [X] This insurance is primary and the company shall not be liable for amounts in excess of \$5,000,000 for each accident.
[ ] This insurance is excess and the company shall not be liable for amounts in excess of for each accident in excess of the underlying limit of for each accident.

Whenever required by the FHWA or the ICC the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: 402-494-2411.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.
MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.
BODILY INJURY means injury to the body, sickness or disease to any person; including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.
PROPERTY DAMAGE means damage to or loss of use of tangible property.
PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

#9

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation

thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS for Public Liability

Type of Carriage*	Commodity Transported	Minimum Insurance
(1) For-hire (In Interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	\$ 5,000,000
(3) For-hire and Private (In Interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	\$ 5,000,000

\*Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 10/10/95

**PRODUCER**  
 PREMIERE TRANSPORTATION AGENCIES, INC.  
 3510 E. 96TH STREET, SUITE 32L  
 INDIANAPOLIS, IN 46240

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

**INSURED**  
 M. C. TANK TRANSPORT, INC.  
 8555 N. GILMORE RD.  
 FAIRFIELD, OH 45014

COMPANIES AFFORDING COVERAGE	
COMPANY LETTER <b>A</b>	GREAT WEST CASUALTY COMPANY
COMPANY LETTER <b>B</b>	
COMPANY LETTER <b>C</b>	
COMPANY LETTER <b>D</b>	
COMPANY LETTER <b>E</b>	

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	CLP29977B	11/01/94	11/01/95	GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS-COMP/OP AGG.	\$
					PERSONAL & ADV. INJURY	\$ 5,000,000
					EACH OCCURRENCE	\$ 5,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED. EXPENSE(Any one person)	\$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	CLP29977B	11/01/94	11/01/95	COMBINED SINGLE LIMIT	\$ 5,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
A	<b>OTHER CARGO LIABILITY BROAD FORM</b>	CLP29977B	11/01/94	11/01/95	PER AUTO	\$ 50,000
					DEDUCTIBLE	\$ 5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**  
 SAMPLE CERTIFICATE

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  




COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

February 3, 1995

M.C. Tank Transport, Inc.  
8555 N. Gilmore Road  
Fairfield, OH 45014

DUCKETED  
FEB 10 1995

In re: A-00111709 - M.C. Tank Transport, Inc.

Dear Sir:

The above-cited application has been received and accepted for publication. It will be published in the Pennsylvania Bulletin of February 4, 1995.

You are further advised that the above-cited application will be submitted for review provided no comments are filed on or before February 27, 1995. If comments are filed, you will be advised as to the procedure.

Yours truly,

Peter S. Marzolf, Supervisor  
Application Review Section  
Bureau of Transportation & Safety

PSM:rp

cc: Document Folder

LDA

DOC  
FOLLOW