

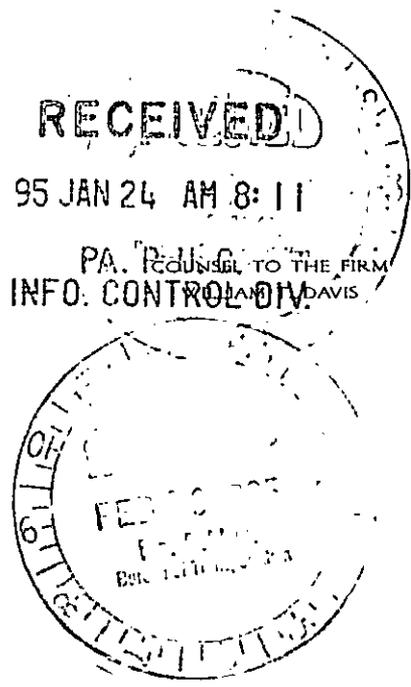
KRINER, KOERBER & KIRK, P.C.

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

TELEPHONE (814) 765-9611
FAX (814) 765-9503

January 23, 1995

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



John G. Alford, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

RE: GALLAHER TRUCKING CO.

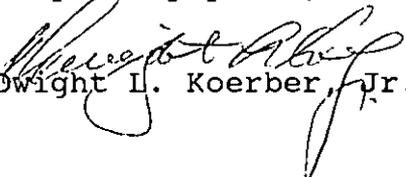
Dear Mr. Alford:

I am transmitting herewith the original and one copy of Form PUC-189, being filed on behalf of Gallaher Trucking Co.

Also enclosed with this filing is a check in the amount of \$100.00, made payable to Commonwealth of Pennsylvania.

If additional material is required on this matter, please be in touch with me.

Very truly yours,

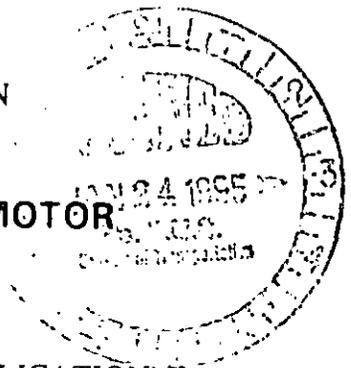

Dwight L. Koerber, Jr.

Enclosures
cc: Gallaher Trucking Co.
DLK/jsr

DOCUMENT
FOLDER

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION FOR TRANSPORTATION BY MOTOR
CARRIERS OF PROPERTY



(PLEASE READ INSTRUCTIONS BEFORE PREPARING APPLICATION)

For PUC Use Only

Docket No. A 10011771

RECEIVED
 95 JAN 24 AM 8:11
 PA. P. U. C.
 INFO. CONTROL DIV.

701027

- Gallaher Trucking Co.
(Full and correct name in which you intend to operate)
- N/A
(Trade name, if any)

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

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

- R. D. 1, Box 35 (814) 672-5477
(Physical Address) (Telephone No.)

Irvona Clearfield PA 16656
(City) (County) (State) (Zip)

**DOCUMENT
FOLDER**

**DOCKETED
APPLICATION DOCKET**
 FEB 7 1995
 ENTRY No. _____

- Same
(Mailing Address; if different)

(City) (County) (State) (Zip)

2

5. Applicant does hold ICC authority under Docket No. MC-213581
(does or does not)

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

(attach copy).

7. Approximate number of commercial vehicles to be operated intrastate:

owned 5 leased 5

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 PA and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on June 29, 1988 (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.

Date-stamped copy of Fictitious Trade Name registration certificate.

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 APPLICANT

I, IRVIN C. GALLAHER, President of GALLAHER TRUCKING CO., hereby verify that the statements made in this application are true and correct to the best of my information, knowledge and belief.

I further hereby verify that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

GALLAHER TRUCKING CO.

By: Irvin C. Gallaher
Irvin C. Gallaher, President

DATE: 1-20-95

APPENDIX TO FORM PUC-189

Paragraph No. 9:

CORPORATE INFORMATION

Applicant is a Pennsylvania corporation, formed on June 29, 1988. Attached hereto is a copy of the date-stamped application for a Certificate of Incorporation.

On July 29, 1988, 100 shares of common stock were issued to Irvin C. Gallaher, of R. D. 1, Box 35, Irvona, PA 16656.

Irvin C. Gallaher is President and Secretary/Treasurer of the corporation.

INSURANCE INFORMATION

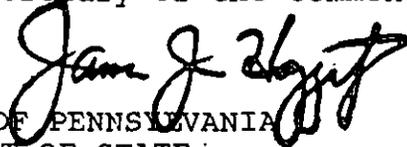
Also attached is proof of insurance held by applicant.

8847 658

1042979

Filed this _____ day of
JUN 29 1988, 1988

Commonwealth of Pennsylvania
Department of State
Secretary of the Commonwealth



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

ARTICLES OF INCORPORATION
OF
GALLAHER TRUCKING CO.

COMES NOW, the undersigned incorporator, in compliance with the requirements of Section 204 of the Business Corporation Law, Act of May 5, 1933 (P.L. 364) (15 P.S. §1204), desiring to be incorporated as a business corporation and hereby certifies as follows:

- (1) The name of the corporation is Gallaher Trucking Co.
- (2) The location of the initial registered office of the corporation in this Commonwealth is (Jordan Township, Clearfield County, 3 miles south of U.S. Highway 53) R. D. 1, Box 35, Irvona, PA 16656. (17)
- (3) The corporation is incorporated under the Business Corporation Laws of the Commonwealth of Pennsylvania for the

following purpose or purposes:

The corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful businesses for which corporations may be organized and incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania, as amended, or any other statute or statutes now or in the future applicable to the corporation.

(4) The term for which the corporation is to exist is perpetual.

(5) The aggregate number of shares which the corporation shall have authority to issue is one hundred thousand (100,000) shares of common stock, having no par value.

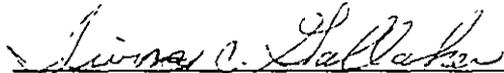
(6) In addition to the one hundred thousand (100,000) shares of common stock, having no par value, which the corporation shall have authority to issue, the Board of Directors of the corporation shall be authorized to fix by a proper resolution the designations, preferences, qualifications, number and other pertinent provisions relative to specific classes or types of preferred stock.

(7) There shall be no cumulative voting in election of the position of Director of the corporation.

(8) The name and address of the incorporator and the number and class of shares subscribed to by same are as follows:

<u>Name</u>	<u>Address</u>	<u>Number and Class of Shares</u>
Irvin C. Gallaher	R. D. 1, Box 35 Irvona, PA 16656	100 shares of common stock

IN WITNESS WHEREOF, the incorporator has signed and sealed
these Articles of Incorporation on this 24th day of June,
1988.



Irvin C. Gallaher

Commerce Protective Insurance Company

ELIZABETHTOWN, PA

INLAND MARINE MOTOR TRUCK CARGO DECLARATION
DAILY REPORT

Administrative Office
P.O. Box 547
Elizabethtown, PA 17002

POLICY NO.: MTC 1214

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Gallaher Trucking Co.
RD #1, Box 35
Irvona, PA 16656

Form of Business: Individual Partnership Corporation Other _____

AGENT OR BROKER: William G. Bowley Insurance
90 Beaver Drive
Dubois, PA 15801

Policy Period: From 12-9-94 to 12-9-95 at noon (standard time) at your mailing address shown above.

\$ 600 PREMIUM 6% RATE \$ 10,000 AMOUNT

In consideration of the stipulations herein named and of the premium above specified, Commerce Protective Insurance Company, hereinafter called the Company, does insure the Insured named above, hereinafter called the Insured, whose address is shown above, from the inception date shown above, at noon (standard time), to the expiration date shown above, at noon (standard time), as provided in the form attached, on shipments of lawful goods and merchandise (hereinafter called Property) described therein, while in or on the vehicles described and in transit within the territory prescribed, against loss or damage caused, while this policy is in force, by the perils specified.

The Company shall not be liable under this policy, as respects Property in or on each vehicle, for a greater proportion of any loss or damage than the sum insured with respect to such vehicle bears to 100% of the value of the Property therein or thereon at the time of loss or damage, but in no case to exceed the amount so insured.

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

CPIC-1003, IM-200, IM-210, MTC-02, MTC-03, Form I, BMC32, BMC34, CP-11, End. #1

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

#103

Countersigned: 12-9-94

By William G. Bowley
Authorized Representative

COMMERCIAL AUTO COVERAGE PART BUSINESS AUTO COVERAGE FORM DECLARATIONS

CA 00 02 12 90
Declarations include part designated

Policy No. MPP 012 207

Effective Date:

12:01 A.M., Standard Time

ITEM ONE - Named Insured and Mailing Address/Policy Period—shown in Policy Declarations.

Form of Business: Individual Partnership Corporation Other

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS - This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS <small>(Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)</small>	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	\$ 1,000,000	\$ 4466.00
PERSONAL INJURY PROTECTION (PIP) (or equivalent No-fault cov.)	7	SEPARATELY STATED IN EACH P.I.P. END. MINUS \$ Deductible	\$ 51.00
ADDED P.I.P. (or equivalent added No-fault cov.)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	\$
PROPERTY PROTECTION INS. (P.P.I.) (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT \$ Deductible FOR EACH ACCIDENT	\$
AUTO MEDICAL PAYMENTS		\$	\$
UNINSURED MOTORISTS (UM)	7	\$ 35,000	\$ 15.00
UNDERINSURED MOTORISTS (when not included in UM Cov.)	7	\$ 35,000	\$ Incl.
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	STATED AMOUNT \$, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ Ded.	\$
	SPECIFIED CAUSES OF LOSS COVERAGE	FOR EACH COVERED AUTO	\$
	COLLISION COVERAGE	STATED AMOUNT \$, ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ Ded.	\$
	TOWING AND LABOR (Not available in California)	\$ for each disbursement of a private passenger auto	\$
FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:			
			PREMIUM FOR ENDORSEMENTS \$
			ESTIMATED TOTAL PREMIUM \$ 4532.00

ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION						PURCHASED			TERRITORY: Town & State Where the Covered Auto will be principally garaged
	Year Model; Trade Name; Body Type Serial number (S); Vehicle Identification Number (VIN)						Original Cost New	Actual Cost &	New (N) Used (U)	
1	1989 Ford Tractor #1FDYA90X4KVA51763									Irvona PA T049
2	Non owned undescribed trailer while attached to insured's power unit									Irvona PA T049
3										
Covered Auto No.	CLASSIFICATION								Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss	
	Radius of Operation (In Miles)	Business use * = service * = retail * = commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code		
1	300	C	80,000		3.75		.95	50229		
2	300	C			.30			67229		
3										

COVERAGE-PREMIUMS, LIMITS AND DEDUCTIBLES												
<small>(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)</small>												
Covered Auto No.	LIABILITY	PIP or P.P.I.	ADDED P.I.P.	AUTO. MED. PAY	PHYSICAL DAMAGE	COMPREHENSIVE		SPEC. CAUSES OF LOSS		COLLISION		TOWING & LABOR
	Premium	FPB Premium	Premium	Premium	STATED* AMOUNT LIMIT	Limit** minus deductible shown below	Premium	Limit** minus deductible shown below	Premium	Limit** minus deductible shown below	Premium	Premium
1	4238.	39.										
2	228.	12.										
3												
Total Prem.	4466.	51.			XXXXXXX	XXX		XXX		XXX		

Add'l Coverage(s) - Premium, Limit, Deductible: UM/UIM Unit #1=\$15., Unit #2 Incl. *Not applicable to Towing and Labor **Limit* stated in ITEM TWO.

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

Form Approved
OMB No. 2125-0074

Issued to Irvin Gallaher of RD#1, Box 35, Irvin, TX 75066

Dated at 500 Commerce, Ft. Worth, TX this 18 day of August, 19 94

Amending Policy No. MPP 012 207 Effective Date 8-17-94

Name of Insurance Company MGA Insurance Company, Inc.

Telephone Number (817) 336-2500 Countersigned by [Signature]
Authorized Company Representative

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

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 CSL 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 Federal Highway Administration (FHWA) or the Interstate Commerce Commission (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.

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 semi-trailer 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.

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).

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.

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

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 the 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 ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

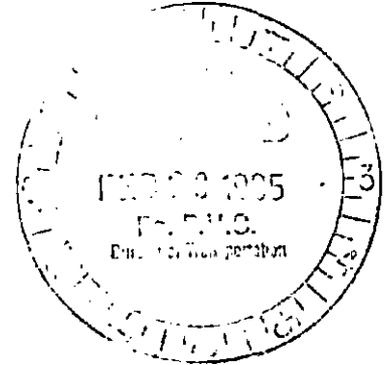


COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

January 26, 1995

DWIGHT L KOERBER JR
ATTORNEY AT LAW
110 NORTH SECOND STREET
PO BOX 1320
CLEARFIELD PA 16830

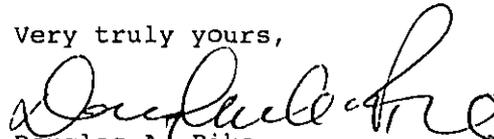


In re: Application of Gallaher Trucking, Inc.

Dear Mr. Koerber:

Enclosed is the above-captioned application and check no. 3719. This application is being returned because the application fee was not paid by certified check or money order, as stated in item no. 2 of the instruction sheet. Please submit the application with payment in proper form.

Very truly yours,

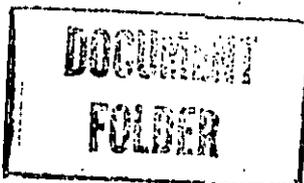

Douglas A. Pike
Application Review Section
Bureau of Transportation & Safety

DAP:lg

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

RETURNED CHECK T-75



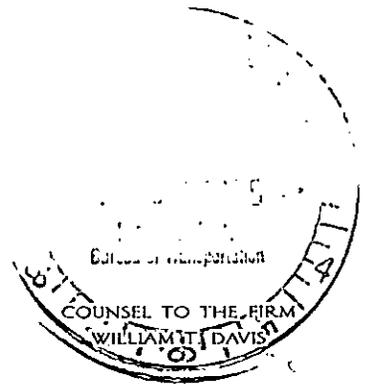
KRINER, KOERBER & KIRK, P.C.

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

TELEPHONE (814) 765-9611

FAX (814) 765-9503

February 3, 1995



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

Mr. Douglas A. Pike
Application Review Section
Bureau of Transportation & Safety
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. Box 3265
Harrisburg, PA 17105-3265

RE: GALLAHER TRUCKING, INC.

Dear Mr. Pike:

The above-referenced application was returned to me in accordance with Commission policy relative to the issuance of checks to cover the filing fee. Accordingly, I have replaced the original filing fee check which was drawn on the applicant's own account, with the filing fee check, in the amount of \$100.00, drawn on our law firm's account.

I would ask that you kindly expedite processing of this application in view of the delay that has occurred because of the filing fee check.

Very truly yours,


Dwight L. Koerber, Jr.

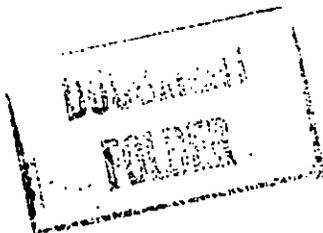
DLK/kam

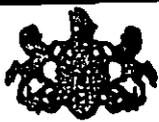
Enclosure:

Application

Check (\$100.00)

cc: Gallaher Trucking, Inc.





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

IN REPLY PLEASE
REFER TO OUR FILE

February 17, 1995

Gallagher Trucking co.
R. D. #31, Box 35
Irvona, PA 16656

In re: A-00111771 - Gallagher Trucking

Dear Sir:

The above-cited application has been received and accepted for publication. It will be published in the Pennsylvania Bulletin of February 18, 1995.

You are further advised that the above-cited application will be submitted for review provided no comments are filed on or before March 18, 1995. If comments are filed, you will be advised as to the procedure. 6

Yours truly,

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

PSM:rp

cc: Document Folder

DOCUMENT
FOLDER

DOCKETED APPLICATION DOCKET FEB 13 1995 ENTRY No. <i>SM</i>
--