

POPE, POPE AND DRAYER

ATTORNEYS AT LAW

TEN GRANT STREET

CLARION, PENNSYLVANIA 16214

TELEPHONE 226-5700

AREA CODE 814

HENRY RAY POPE III
KENT S. POPE
H. JOHN DRAYER

January 31, 1995

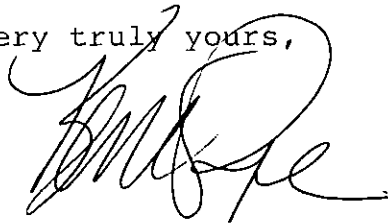
John G. Alford, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, Pennsylvania 17120

In Re: Application of Shirl B. Kapp and
Kathleen I. Kapp

Dear Mr. Alford:

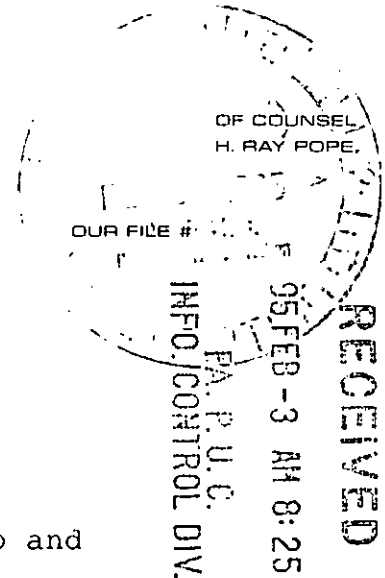
Enclosed are an original and one copy of an application of
Shirl B. Kapp and Kathleen I. Kapp, together with my check in
the amount of \$100.00 to cover the filing fee.

Very truly yours,



KSPjrs
Enclosures

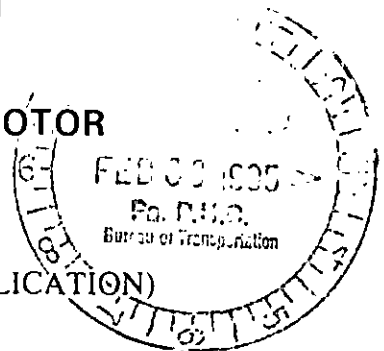
cc: Shirl and Kathleen Kapp



BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION FOR TRANSPORTATION BY MOTOR
COMMON CARRIERS OF PROPERTY

(PLEASE READ INSTRUCTIONS BEFORE PREPARING APPLICATION)



RECEIVED
PA. P. U. C.
INFO. CONTROL DIV.
95 FEB -3 AM 8:25

For PUC Use Only
Docket No. 111782
Folder No. _____

701037

1. Shirl B. Kapp and Kathleen I. Kapp *partners*
(Full and correct name in which you intend to operate)

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

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

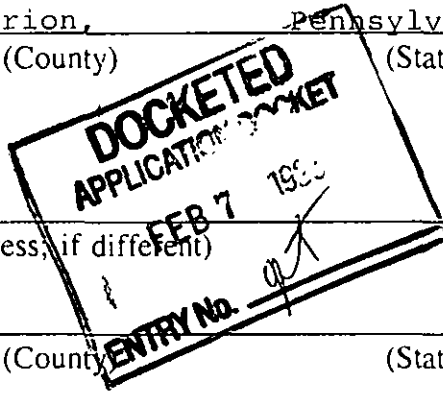
the Commonwealth on N/A (attach copy of date-stamped registration
(Date) form).

3. R.D.#1, Box 142 814/782-3891
(Physical Address) (Telephone No.)

Shippenville, Clarion, Pennsylvania 16254
(City) (County) (State) (Zip)

4. N/A
(Mailing Address, if different)

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



DOCUMENT
FOLDER

5. Applicant does not hold ICC authority under Docket No. _____
(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 2 leased _____

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).

Shirl B. Kapp, R.D.#1, Box 142, Shippenville, PA 16254

(Name)

(Address)

Kathleen I. Kapp, R.D.#1, Box 142, Shippenville, PA 16254

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 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 intrastate transportation of property for compensation between points 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; and acknowledges that failure to abide by the requirements of the Commission as they relate to safety and insurance may result in civil penalties, suspension or cancellation of the certificate.
- c. Applicant certifies that it understands that it is subject to an annual assessment based upon its gross intrastate operating revenues to help pay expenses incurred by the PUC in regulating motor common carriers of property; and acknowledges that failure to file the annual assessment report and timely satisfy the assessment may result in civil penalties, suspension or cancellation of the certificate

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.

Shirl B. Kapp *Shirl B. Kapp* 1-31-95
(Print Name) (Signature) (Date)

Kathleen L. Kapp *Kathleen L. Kapp* 1-31-95
(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).

PARTNERSHIP AGREEMENT

(Executed in Duplicate)

THIS AGREEMENT, Made this 1st day of January, 1995,
by and between Shirl B. Kapp of R.D.#1, Box 142, Shippenville,
Pennsylvania,

AND

Kathleen I. Kapp of R.D.#1, Box 142, Shippenville, Pennsylvania.

WHEREAS, the above mentioned persons desire to organize a
partnership under the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein
contained, it is mutually agreed as follows:

1. The parties hereto shall engage in the activity of owning
and managing a trucking business and the transaction of all business
incidental thereto.

2. The name of the partnership shall be Shirl B. Kapp and
Kathleen I. Kapp.

3. The principal place of business of the partnership shall be
at R.D.#1, Box 142, Shippenville, Pennsylvania, and at such other
localities within or without the State of Pennsylvania as may be
agreed upon by the partners.

4. The interest of said parties in the partnership shall be as
follows:

Shirl B. Kapp	Fifty (50%) per cent
Kathleen I. Kapp	Fifty (50%) per cent

5. The terms of this Partnership Agreement shall begin on or

before January 1, 1995 and shall continue until it is dissolved either by mutual consent in writing or by law.

6. The parties hereto shall not at any time hereafter, as long as they remain partners, follow the business to their private benefit or advantage, but endeavor to the utmost of their skill and ability for mutual advantage and the best interest of the partnership.

7. None of the said parties shall, during this partnership, without the consent of the other, enter into any deed, covenant, or bond or become bail or surety, or give any note or accept or endorse any bill of exchange for itself and partners, with or for any person whomsoever without the consent of the other.

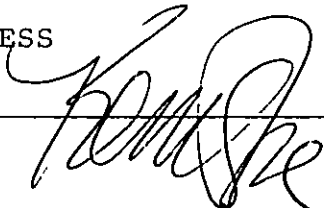
8. This Partnership Agreement may be amended or changed only in writing signed by each of the parties hereto.

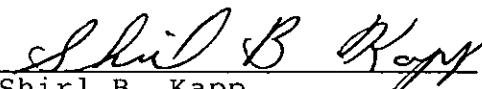
9. The business of the said partnership and the relations of the partners each to the other shall at all times, and in all respects, be governed by the Uniform Partnership Act of the Commonwealth of Pennsylvania, 59 P. S. § 1, P. L. 18, Part 1, § 1.

10. For the faithful performance of all of the terms and conditions of this Partnership Agreement, the parties hereto do hereby bind themselves and each of their respective heirs, executors, administrators and assigns.

WITNESS our hands and seals the day and year first above written.

WITNESS





Shirl B. Kapp (SEAL)



Kathleen I. Kapp (SEAL)

BUSINESS AUTO COVERAGE FORM DECLARATIONS

The Declarations include a second part designated "Part 2."

INSURED NAME: SHIRL B. & KATHLEEN KAPP

Policy No. MPP102070

Effective Date: 09/05/94

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 (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)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7, 8, 9	\$ 350,000	\$ 5741.00
PERSONAL INJURY PROTECTION (P.I.P.) (or equivalent No-fault cov.)	7	SEPARATELY STATED IN EACH P.I.P. END. MINUS \$ Deductible	\$ 117.00
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	\$ 27.00
UNDERINSURED MOTORISTS (when not included in UM Cov.)	7	\$ 35,000	\$ 9.00
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	STATED AMOUNT \$ ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ Ded. FOR EACH COVERED AUTO	\$
	SPECIFIED CAUSES OF LOSS COVERAGE		\$
	COLLISION COVERAGE	STATED AMOUNT \$ ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ Ded. FOR EACH COVERED AUTO	\$
	TOWING AND LABOR (Not available in California)	\$ for each disablement 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 \$ 102.00
SEE BA100 (5/92)			ESTIMATED TOTAL PREMIUM \$ 5,996.00

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	Original Cost	New, IN	
1	1989	GILMORE	TRLR	3584		49 SHIPPENVILLE PA
2	1991	INTN'L	TRACTOR	2HSFEAGRSMC	049500	49 SHIPPENVILLE PA
3	1984	MACK	TRIAxLE	1M2P141C4EA	003007	49 SHIPPENVILLE PA

Covered Auto No.	CLASSIFICATION							Code	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 1 = retail C = Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor		
1	200	C			0.300			67222	
2	200	C	45,000		3.750		0.950	50222	
3	50	C	45,000		2.500		0.850	40122	

(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)

	LIABILITY	P.I.P. or P.P.I.	ADDED P.I.P.	AUTO. MED. PAY	PHYSICAL DAMAGE	COMPREHENSIVE	SPEC. CAUSES OF LOSS		COLLISION		TOWING & LABOR
Covered Auto No.	Premium	Premium	Premium	Premium	STATED* AMOUNT LIMIT	Limit** minus deductible shown below	Premium	Limit** minus deductible shown below	Premium	Limit** minus deductible shown below	Premium
1	186.00	39.00									
2	3180.00	39.00									
3	2267.00	39.00									
Total Prem.	5633.00	0117.00			XXXXXXX	XXX		XXX		XXX	

Add'l Coverage(s)--Premium, Limit, Deductible: *Not applicable to Towing and Labor **Limit stated in ITEM TWO.



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

IN REPLY PLEASE
REFER TO OUR FILE

February 17, 1995

Shirl B. Kapp & Kathleen I. Kapp
R. D. 31, Box 142
Shippenville, PA 16254

In re: A-00111782 - Shirl B. Kapp & Kathleen I. Kapp

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 13, 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 18 1995 ENTRY No. <i>LM</i>
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