

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION FOR TRANSPORTATION BY MOTOR
COMMON CARRIERS OF PROPERTY



(PLEASE READ INSTRUCTIONS BEFORE PREPARING APPLICATION)

For PUC Use Only	701035
Docket No.	
Folder No.	A-111779

1. Gary L. Snyder & Spence R. Snyder
 (Full and correct name in which you intend to operate) (Co partners)

2. Gary L. Snyder & Son
 (Trade name, if any)

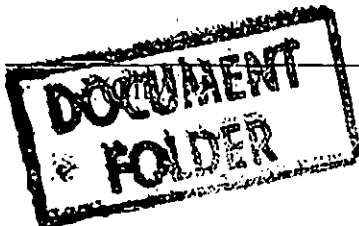
The trade name, if fictitious, has not been registered with the Secretary of
 (has or has not)

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

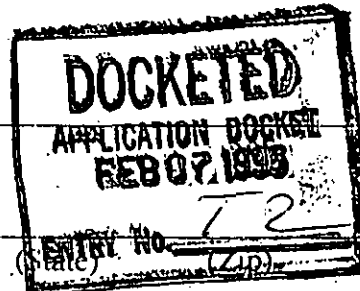
3. R D I, Bay 67D 717-758-1660
 (Physical Address) (Telephone No.)

Dornsife Delco PA 17823
 (City) (County) (State) (Zip)

4. _____
 (Mailing Address; if different)



(County)



(State) (Zip)

5. Applicant does 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).

<u>Gary L. Snyder</u>	<u>R D 1, Box 67 D</u>	<u>Donnsafe PA</u>	<u>17823</u>
(Name)	(Address)		
<u>Spence R. Snyder</u>	<u>R D 2, Box 439</u>	<u>Donnsafe PA</u>	<u>17830</u>

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.

CARY L SNYDER [Signature] 1/30/95
(Print Name) (Signature) (Date)

Spence Snyder [Signature] 1/30/95
(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

THIS AGREEMENT, made and entered into this 15 day of August, 1992, to form a general partnership between GARY L. SNYDER, an adult individual currently residing at R.R. #1, Box 67-D, Dornsife, Northumberland County, Pennsylvania (hereinafter referred to as "Gary L. Snyder" or "Partner")

A

N

D

SPENCE R. SNYDER, an adult individual currently residing at R.D. #2, Box 439, Herndon, Northumberland County, Pennsylvania (hereinafter referred to as "Spence R. Snyder" or "Partner").

W I T N E S S E T H :

WHEREAS, the parties hereto desire to establish a general partnership; and

WHEREAS, the parties desire to reduce their mutual understanding to writing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Formation Of Partnership.

The parties hereby form a general partnership pursuant to the Uniform Partnership Act, 1975, Dec. 19, P.L. 524, No. 155, Section 1 (59 Pa. C.S.A. §301 et. seq.).

2. Name, Purpose, Place Of Business And Term Of Partnership.

(a) The business of the Partnership shall be conducted under the name of Gary Snyder and Son, or such other designation as the parties may, from time to time agree upon.

(b) The purpose of the Partnership shall be to engage in general business activities, but primarily to engage in trucking and hauling services and to carry on all other business activities incident to or a part of the aforesaid business.

(c) The principal place of business of the Partnership shall be established at R.R. #1, Box 67-D, Dornsife, Northumberland County, Pennsylvania. In addition thereto, the parties may establish such other location or locations as the Partners may, from time to time, agree upon.

(d) The Partnership shall commence as of the date of this agreement and shall continue until terminated as hereinafter provided.

3. Capital Contributions, Accounts And Withdraws.

(a) Each of the Partners shall make the following contributions in cash or kind to the capital of the Partnership:

<u>Name</u>	<u>Contribution</u>
Gary L. Snyder	17,500.00 G. L. S.
Spence R. Snyder	17,500.00 S. R. S.

(b) Each Partner may make additional contributions to the capital of the Partnership in such amounts as may from time to time be unanimously acceptable to all Partners.

(c) Each Partner may make withdrawals from his capital account from

time to time, but only in such amounts and at such times as are unanimously approved by all Partners.

(d) An individual capital account shall be maintained for each Partner, to which shall be credited or debited his contributions or withdrawals, as the case may be.

4. Duties, Powers And Salaries Of Partners.

(a) The general management, control, and conduct of the business shall be vested in the Partners.

(b) Each of the Partners shall have an equal voice in the management and conduct of the Partnership business and all decisions shall be by majority agreement of the Partners. Agents to act on behalf of the Partnership may be provided for by unanimous approval of the Partners.

(c) Checks drawn on any Partnership bank accounts shall be signed by any Partner.

(d) Spence R. Snyder shall be entitled to a monthly draw in an amount equal to Thirty (30%) Percent of the gross receipts of the Partnership. The payment of such draw shall be deemed to be an obligation of the Partnership only to the extent that there are Partnership assets available therefor, and shall not be an obligation of the individual Partners. Each draw shall be treated as an expense of the Partnership in determining the net profit or loss of the Partnership in any fiscal year as provided in Paragraph 5 hereof. An individual draw account shall be maintained for the said Spence R. Snyder, to which shall be credited said draws which shall be reported as income by the said Spence R. Snyder.

(e) Proper and complete books of account of the business of the Partnership shall be kept by or under the supervision of the Partners at the general principal place of business of the Partnership and shall be open to inspection by any of the Partners, or by their accredited representatives, at any reasonable time during business hours.

(f) The Partnership books shall be kept on a cash basis, and all tax returns, reports and other documents shall reflect the accrual basis for reporting income and expenses.

5. Profits And Losses.

(a) The fiscal year of the Partnership shall commence on the first day of January of each year. The net profits or losses of the Partnership shall be determined in accordance with generally accepted accounting practice as soon as possible after the close of each fiscal year.

(b) The net profits or net losses of the Partnership shall belong to or credited or debited, as the case may be, to each of the Partners, general and limited, in the proportions set opposite their respective names:

<u>Name</u>	<u>Percentage</u>
Gary L. Snyder	75%
Spence R. Snyder	25%

Should additional capital contributions be made in accordance with the provisions of Paragraph 3(b), the net profits or net losses of the Partnership, as well as any adjustment in the distributive shares of the net assets and liabilities of the Partnership, shall be adjusted in such manner as the Partners shall unanimously determine. Notwithstanding the foregoing, the allocation to

the capital accounts of any party hereto pursuant to the provisions set forth in Paragraph 4(d), shall not, in any way, alter the distribution of net profits or losses hereunder.

(c) An individual account shall be maintained for each Partner, to which shall be credited or debited his share of the net profits or losses of the Partnership, as the case may be. Distributions from said account shall occur at such time or times as set forth by the Partners.

(d) Good will shall be deemed to have no value as capital or in valuing the interest of any Partner for any purpose, and upon termination of the Partnership, as hereinafter set forth, no Partner shall receive or have any particular right to the good will of the Partnership and each Partner shall be free to seek business with anyone having had previous business dealings with the Partnership.

6. Death Or Incapacity.

(a) Upon the death or incapacity of any Partner, the business shall be continued to the end of the fiscal year in which such death or incapacity occurs. The estate or legal representative of the deceased or incapacitated Partner shall share in the net profits or losses of the Partnership for the balance of the fiscal year as though such death or incapacity had not occurred.

(b) Should a Partner die or become incapacitated, the remaining Partner shall have the right to either purchase the interest of such Partner and to continue the business of the Partnership under its present name or to terminate and liquidate the Partnership.

(c) If the remaining Partner elects to purchase the interest of such

Partner, he shall serve notice in writing of such election to such Partner or his estate or legal representative, as the case may be, within two (2) months after the death or incapacity of said Partner. The purchase price shall be equal to the value of such interest as set forth in the attached Certificate of Agreed Value, said Certificate being attached hereto, incorporated herein by this reference and designated as Exhibit "A". The value set forth in the Certificate shall be multiplied by the percentage interest of the deceased or incapacitated Partner, with the purchase price for said interest being equal to the percentage interest of the value set forth in the said Certificate. Fifty (50%) percent of the said purchase price shall be paid in cash or by certified or cashier's check within ninety (90) days after the election to so purchase, with the balance to be paid over a period of five (5) years at interest at the rate of ten (10%) percent per year, with equal payments of principal and interest to be made on the first anniversary of the death of the deceased Partner, and on each said date for the remaining four (4) years.

(d) If the remaining Partner chooses not to elect to purchase the interest of such deceased or incapacitated Partner, the remaining Partner shall proceed with reasonable promptness to liquidate the Partnership.

7. Liquidation.

Upon the termination of the Partnership business, by agreement of the Partners or for any other reason, its liabilities and obligations to creditors shall be paid, and its remaining assets, or the proceeds thereof, shall then be distributed in the following order:

(a) to the Partners with respect to their shares of any undrawn profits;

(b) to the Partners with respect to their capital contributions. Any amount then remaining shall be divided among all Partners in the same proportion as their participation in profits and losses.

8. Miscellaneous Provisions.

(a) No Partner may assign, pledge, or hypothecate or in any manner transfer his interest in the Partnership without the written consent of all Partners.

(b) The aforesaid Spence R. Snyder shall devote his entire time and energies to the affairs of the Partnership. The remaining Partner shall devote such time and energy as he, in his sole discretion, deem advisable and necessary.

(c) Other Partners may be admitted to the Partnership from time to time by unanimous agreement of the parties hereto and under such terms and conditions as may be set forth in writing, provided that should such be accomplished, this Agreement and all recordings required by statute shall be accomplished and perfected prior to the admittance of any subsequent Partner.

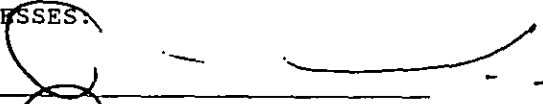
(d) This Agreement contains the entire understanding of the parties hereto, and may be altered or modified only by a subsequent writing executed by the parties hereto.

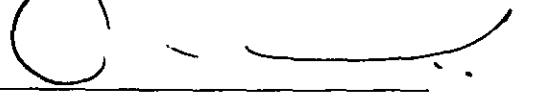
(e) This Agreement shall be binding upon and inure to the benefit of

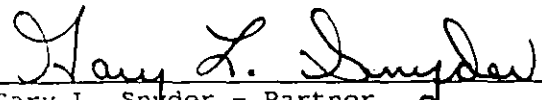
the parties hereto, their respective heirs, administrators, executors, and permitted assigns.

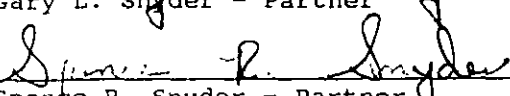
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:







Gary L. Snyder - Partner


Spence R. Snyder - Partner

CERTIFICATE OF AGREED VALUE

The undersigned, being all of the parties to the foregoing Agreement of Partnership, hereby sets forth as the value for the total interest of the Partnership the sum of \$ _____ . This Certificate of Agreed Value shall be binding upon the parties hereto, their respective heirs, executors and administrators for the purpose of determining the value of the partnership for any purchase of interest pursuant to death, incapacity or withdrawal from the Partnership. The share of any party to the foregoing Agreement shall be equal to the value as set forth above, multiplied by the percentage interest of the respective party in the Partnership, as reflected in Paragraph 5(b) in the aforesaid Agreement.

Gary L. Snyder - Partner

Spence R. Snyder - Partner

DATED: _____

EXHIBIT "A"

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
01/24/95

PRODUCER

Leitzel's Insurance Agency
RR1 Box 660
Herndon VA

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.

COMPANIES AFFORDING COVERAGE

COMPANY A LINCOLN GENERAL INSURANCE COMPANY

INSURED

Gd
P
P

THIS POLICY IS ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD SET FORTH HEREIN. THIS POLICY IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS SET FORTH IN THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS SET FORTH IN THE POLICIES DESCRIBED HEREIN.

DESCRIPTION	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL AGGREGATE				\$
PRODUCTS-COMP/OP AGG				\$
PERSONAL & ADV INJURY				\$
EACH OCCURRENCE				\$
FIRE DAMAGE (Any one fire)				\$
MED EXP (Any one person)				\$
COMBINED SINGLE LIMIT				\$ 750,000.
WORKERS INJURY (Per occurrence)	44-45140834	06/11/94	06/11/95	\$
BODILY INJURY (Per occurrence)				\$
PROPERTY DAMAGE				\$
AUTO ONLY EA ACCIDENT				\$
OTHER THAN AUTO ONLY				\$
EACH ACCIDENT				\$
AGGREGATE				\$
EACH OCCURRENCE				\$
AGGREGATE				\$
STATUTORY LIMITS				\$
30 ACCIDENT				\$
30 DAYS POLICY LIMIT				\$
30 DAYS EACH EMPLOYEE				\$
		09/28/94	09/28/95	10,000.

WORKERS INJURY
EMPLOYMENT
TYPE
OFFICE
OTHER
A X Motor

DESCRIPTION OF OPERATIONS, LOCATIONS, AND VEHICLES:
 1989 Petrol It Truck
 1990 East Dump
 1987 International
 1996 East Trailer - #1E101S269GRH07543

CERTIFICATE HOLDER
 To Whom It May Concern,
 For Certificate in your name, please contact producer.

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
Park W. Leitzel

INTERSTATE COMMERCE COMMISSION

SERVICE DATE

PERMIT

NOV 23 1994

No. MC 279146 (Sub-No. 0-P)

GARY L. SNYDER & SPENCER R. SNYDER
d/b/a GARY L. SNYDER & SON
DORNSIFE, PA

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and for passenger carriers, tariffs or schedules (49 CFR 1312).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document. Service must be performed under a continuing agreement with one or more persons.

By the Commission.

(SEAL)

Vernon A. Williams
Secretary

NOTE: If there are any discrepancies regarding this Permit, please notify the Commission within 30 days.

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except hazardous materials, household goods, and commodities in bulk), between points in the U.S. (except AK and HI), under continuing contract(s) with commercial shippers or receivers of such commodities.

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.



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

Gary L. Snyder, t/d/b/a
Gary L. Snyder & Son
R. D. #1, Box 67-D
Dornsife, PA 17823

In re: A-00111779 - Gary L. Snyder, t/d/b/a Gary L. Snyder & Son

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.

Yours truly,

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

PSM:rp

cc: Document Folder

DOCL IEN
FOLDER

DOCKETED APPLICATION DOCKET
FEB 13 1995
ENTRY No. <i>[Signature]</i>