

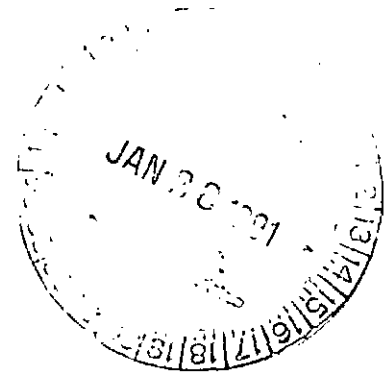
LAW OFFICES
WILLIAM E. HAGER, III
352 BROAD STREET
NEW BETHLEHEM, PA 16242

(814) 275-3551

WILLIAM E. HAGER, III
JOHN F. MARSHALL

MEMBER OF PENNSYLVANIA BAR
AND FLORIDA BAR

January 25, 1991



Pennsylvania Public Utility Commission
P.O. Box 3265
North Office Building
Harrisburg PA 17120

A.109639

Re: Truitt Brothers Trucking - Application for Motor Carrier Certificate or Permit

Dear Sir or Madam:

Enclosed please find the application relative to the above-referenced matter.

If you should have any questions relative to the same please contact my office or Truitt Brothers Trucking at 814-365-5562.

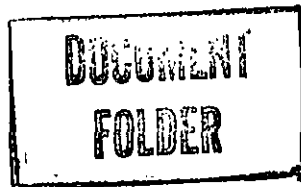
Thank you for your attention in this matter.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to read "W. E. Hager, III".

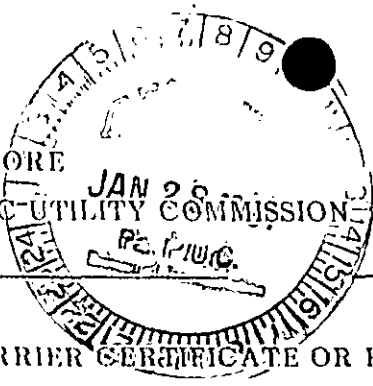
William E. Hager, III

WEH/pjc
Enclosures
cc. Truitt Brothers Trucking



BEFORE

PENNSYLVANIA PUBLIC UTILITY COMMISSION



APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT **JAN 28 1991**

OFFICE
Public Utility Commission

(SEE INSTRUCTIONS BEFORE PREPARING APPLICATION)

In re: Application of

APPLICATION DOCKET

No. 109639

Folder No.

TK-700 396

for a certificate of public convenience or a permit evidencing the Commission's approval of the right and privilege of operating motor vehicles as a motor carrier for the transportation of **PROPERTY**.

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

- GEORGE WILLIAM & ROBERT JOSEPH TRUITT, Copartners
(Full and correct name of applicant)
- TRUITT BROS. TRUCKING
(Trade name, if any)

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

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

- RD # 1 Box 8
(Business Street Address) (P.O. Box, if any)
- MAYPORT CLARION PA 16240 814-365-5562
(City) (County) (State) (Zip) (Telephone)

- Applicant's attorney (for this application) is:
WILLIAM E. HAGER III 352 BROAD STREET NEW BETHLEHEM PA 16242
(Name) (Address) (Telephone)
814-275-3551

- Any notice, process or order of the PUC should be served upon:
GEORGE WILLIAM TRUITT RD #1 Box 8 MAYPORT PA 16240
(Name) (Address)

- Applicant DOES NOT hold Pa. PUC authority under Docket No. _____
(does or does not)

and operates as a _____ carrier.
(common or contract)

**DOCUMENT
FOLDER**

BEGINNING

DOCKETED
APPLICATION DOCKET
FEB 07
ENTRY No. low

7. Applicant does not hold Interstate Commerce Commission authority
(does or does not)

at Docket No. _____.

8. Applicant is (check one):

Individual.

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

(Name)	(Address)
George William Truitt	R. D. 1 Box 8 Muncy Pa 16240
Robert Joseph Truitt	R.D. 3 New Bethlehem Pa 16242

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

- A Partnership Agreement.
- B Trade Name registration certificate.
- C Certificate of Incorporation or Authority.
- D Statement of corporate charter purpose.
- E List of corporate officers and stockholders.

THIS MUST BE COMPLETED BY NOTARY PUBLIC

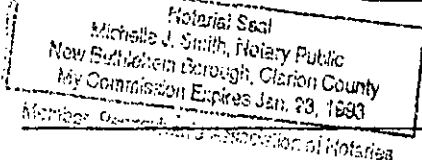
AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
CLARION County : ss:

George William Pruitt, 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.

George William Pruitt
Signature of Affiant

Sworn and subscribed before me this 21
day of JANUARY 1991
My Commission Expires _____



Michelle J. Smith
Signature of Official Administering Oath

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

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

_____; that he is authorized to and does make this
(Name of Corporation)
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 same
(Name of Corporation)

at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19_____
My Commission Expires _____

Signature of Official Administering Oath

PARTNERSHIP AGREEMENT
(Executed in Duplicate)

THIS AGREEMENT, made this 22ND day of February, 1988 by and between Robert Joseph Truitt of R. D. #3, New Bethlehem, Clarion County, Pennsylvania and George William Truitt of R. D. #1, Box 8, Mayport, Clarion County, Pennsylvania.

WHEREAS, the parties hereto, herein, collectively called "partners" desire to join together for the pursuit of common business goals; and

WHEREAS, partners have considered various forms of joint business enterprises for their business activities: and

WHEREAS, partners desire to enter into a general partnership as a most advantageous business form for their mutual purpose.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereby form and create a general partnership under and pursuant to the Uniform Partnership Act of the Commonwealth of Pennsylvania for the purposes and upon the terms, provisions, and conditions hereinafter set forth:

1. NAME OF PARTNERSHIP. The activities and business of the partnership shall be conducted under the name of Truitt Brothers Trucking with its principal place of business at R. D. #1, Box 8, Mayport, Clarion County, Pennsylvania.

2. TERM OF PARTNERSHIP. The partnership began on January 1,
1986 and shall continue until terminated by mutual consent

of the partners or by operation of the provisions of this agreement.

3. PURPOSES OF PARTNERSHIP. The partnership shall engage in the business of trucking and any other such business the partners deem fit to pursue.

4. INTERESTS OF EACH PARTNER. The interests of each partner in and to any net profits of the partnership, any obligation and liability of each partner as between themselves with respect to and any and all liabilities and losses in connection with the business of the partnership shall be equal. An individual income account shall be maintained for each partner and net profits or net losses of the partnership shall be distributable or chargeable, as the case may be, to each of the partners in equal proportions. If there be no balance in the individual income accounts, net losses shall be debited to the individual capital accounts. If the capital accounts of a partner shall have been depleted by the debiting of losses under this paragraph, future profits of that partner shall not be credited to his income account until the depletion shall have been made, but shall be credited to his capital account. After such depletion in his capital account shall have been made good, his share of the profits thereunder shall be credited to his income account.

5. DISTRIBUTION FROM PARTNERSHIP. Distributions from the partnership to the respective partners shall be made at such

times and in such amounts as may be determined by unanimous consent of the partners. "

6. SALARIES. Each partner shall draw such a sum as salary as shall from time to time be agreed upon by the unanimous consent of the partners, which sum shall be deducted from the profits before computing the profit shares of the partners, but the payment of salaries shall be an obligation of the partnership only to the extent that there are partnership assets available therefore, and shall not be an obligation of the partners individually.

7. BOOKS AND RECORDS. Proper books and records shall be maintained with reference to all partnership transactions, to include but not necessarily limited to, all sales, purchases, receipts, payments, transactions, and property of the partnership. The books and records of the partnership shall be retained at the principal place of business of the partnership and each partner shall have free access at all times to said books and records.

8. PARTNERSHIP ACCOUNTS. All checks, monies, and notes received for the partnership shall be deposited in a partnership account or accounts maintained at such bank or banks as may be mutually agreed upon by the partners. Checks shall be drawn on the partnership accounts for partnership purposes only and may be signed by either partner.

9. MANAGEMENT OF PARTNERSHIP. Each of the partners shall have an equal voice in the management and conduct of the partnership business.

10. ATTENTION TO PARTNERSHIP. During the term of this partnership, the partners shall exert their best efforts and skills on a full time basis for the joint interest, profit, and advantage of the partnership.

11. RESTRICTION ON AUTHORITY OF PARTNERS. No partner may without the consent of the other partner:

(a) enter into any contracts or borrow money in the firm name for firm purposes or utilize collateral owned by the partnership as security for such loans. When the amount involved exceeds \$ 500⁰⁰ unanimous consent of the partners is required.

(b) assign, transfer, pledge, compromise or release any of the claims of or debts due the partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership:

(c) make, execute or deliver any assignment for the benefit of creditors or any bond, confession or judgment, chattel or mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all personal property or substantially all of the property of the partnership:

(d) lease or mortgage any partnership real estate or any interest therein or enter into any contract for any such purpose:

(e) pledge or hypothecate or any manner transfer his interest therein or enter into any contract for any such purpose:

(f) become a surety, guarantor, or accommodation party to any obligation.

12. TERMINATION OF PARTNERSHIP. Upon the termination of the partnership, or dissolution thereof, for any cause, a full and accurate inventory shall be prepared, and the assets, liabilities and income, both gross and net, shall be ascertained; the debts of the partnership shall be discharged, and all monies and other assets of the partnership remaining shall be divided between the partners equally.

13. RETIREMENT OF PARTNERS. Any partner shall have the right to retire from the partnership upon thirty (30) days prior notice. Written notice of intention to retire shall be served upon the other partner, by certified mail, return receipt requested. The remaining partner shall have the right to either purchase the retiring partner interest in the partnership or to terminate and liquidate the partnership business. If the remaining partner elects to purchase the interest of the retiring partner as a going concern, he shall serve notice in writing of such election upon the retiring partner within thirty (30) days after receipt of his notice of intention to retire.

(a) If the remaining partner or partners elect to purchase the interest from the retiring partner in the partnership, the purchase price shall be established by appraisal

of the value of the partnership at the time of the notice given by the retiring partner. Purchase price shall be established by appraisers: one to be chosen by the purchasing partner or partners, one to be chosen by the retiring partner and a third shall be chosen by the two appointed appraisers. The average appraised value shall be set as the purchase price of the partnership. Purchase price of the interest of the retiring partner shall be paid in cash or in any manner agreed upon by the partners, within ninety (90) days from the date that the average appraised value has been determined as hereinbefore set forth.

(b) If the remaining partner or partners do not elect to purchase the entire interest of the retiring partner in the partnership, they shall proceed with reasonable promptness to liquidate the business of the partnership in accordance with the procedures set forth in paragraph 13 hereof. The partners shall share in the profits and losses of the business during the period of liquidation in the same proportions as they shared such profits and losses prior to the retirement or liquidation.

14. DEATH OR INSANITY OF PARTNER. Upon the death or insanity of either partner, the surviving partner shall have the right to either purchase the interest of the deceased or insane partner in the partnership or to terminate and liquidate the partnership business. If the surviving partner elects to purchase the interest of the deceased or insane partner, he shall serve notice in writing of such election within three (3) months after the death or insanity of the partner, upon the legal

representative of the deceased or insane partner, or, if at the time of such election no representative has been appointed, upon any one of the known legal heirs of the insane or deceased partner at the last known address of such heir.

(a) Purchase price shall be established as set out in paragraph 13(a) herein.

(b) If the surviving partner does not elect to purchase the interest of the deceased or insane partner, he shall proceed with reasonable promptness to liquidate the business of the partnership. The procedure as to liquidation and distribution of the assets of the partnership shall be same as stated in paragraph 13(b) above with reference to the termination in the event of a partner's retirement.

15. INSURANCE. Notwithstanding the above paragraph 14, each partner may take out insurance on the life of the other partner in the amount of \$ _____ payable to the beneficiary designated by the insured partner. Each partner shall be the owner of, and shall pay all premiums on, the policies taken out by him. The partnership shall be authorized to advance such amounts and to charge them to the account of the partner owning the particular policy.

During the lives of the partners the owners of the policies shall have the legal title thereto, but neither partner shall, during the effective period of this agreement, assign, mortgage, or pledge any of the policies or exercise any privilege, right, or option under any of the policies, without the written consent

of the other partner. By agreement between the partners, policies held hereunder may be withdrawn or others substituted.

Upon the death of either partner the interest in the partnership of the deceased partner shall vest in the surviving partner, subject to payment by the survivor to the estate of the decedent of any excess in value of the decedent's partnership interest over the proceeds of insurance on his life taken out pursuant to this agreement.

The value of the interest of the deceased partner shall be computed as set forth in paragraph 14 of this agreement.

Upon the death of either partner the policies insuring his life shall be delivered to the beneficiary designated therein. The proceeds of such policies shall be applied against the partnership account of the deceased partner. In the event that the value of the interest of a deceased partner exceeds the proceeds of the insurance carried on his life pursuant to this agreement, the surviving partner shall pay such excess to the estate of the decedent by a promissory note secured by a chattel mortgage on the assets of the partnership. The note shall be payable in four (4) equal semi-annual installments with the interest rate of nine (9) per cent per annum on the unpaid balance and shall provide for prepayment of all or part of the principal at any time. In the event that the insurance proceeds shall exceed the value of the deceased partners interest in the partnership, such proceeds shall belong to the beneficiary absolutely. Upon receipt of the insurance proceeds by the

beneficiary, and, if required, of the promissory note by the estate of the decedent, the legal representative of the estate of the decedent shall execute any documents necessary to effectuate the vesting of the decedent's partnership interest in the surviving partner. The surviving partner shall indemnify the decedent's estate against all claims arising out of partnership obligations.

Upon the death of a partner, the surviving partners shall have the right to purchase from the estate of the deceased partner the insurance policies on the survivor's life, taken out by the deceased partner and held subject to this agreement, at a price equal to the cash surrender value of the policies. This right shall be exercised by a payment of at least one-half of the price to the legal representative of the deceased partner's estate within ninety (90) days after his qualification. Upon receipt of such payment the legal representative shall deliver the policies to the surviving partner who shall pay the balance of the price within six (6) months after the date of death of the decedent. If the right is not exercised within the time allowed, the surviving partner shall have no further claim to the policies.

This paragraph shall be null and void upon the occurrence of any of the following events:

- (a) The termination of the partnership for any cause.
- (b) Agreement of both partners.
- (c) Simultaneous death of the partners or their death within

thirty (30) days of each other.

In the event of the termination of the partnership or of this agreement during the lives of the partners, each partner shall have the right to purchase from the other partner the policies insuring his life at a price equal to the cash surrender value at the date of termination. A partner shall have a period of sixty (60) days after receipt of written notice of such termination in which to elect to purchase the policies. The entire price shall be paid at the time such election is made. This right shall lapse if no election is made within the sixty (60) day period. In event of termination under subparagraph (c) of this paragraph, the proceeds of the insurance policies on the lives of the partners shall be collected by the beneficiaries thereof and the assets of the partnership shall be divided between the estates of the partners in accordance with their respective interests in the partnership.

16. NOTICES. All notices provided for under this agreement shall be in writing and shall be sufficient if sent by certified mail to the last known address of the party to whom such notice is to given.


17. ALL OTHER INSTRUMENTS. The parties hereto covenant and agree that they will execute any further instruments and that they will perform any acts which are or may be necessary to effectuate and to carry on the partnership created by this agreement.

18. PARTIES BOUND. The parties hereto intend to be legally bound by the terms hereof and further intend that this agreement shall bind the heirs, executors and administrators of said parties.

19. ADDITIONAL PARTNERS. No additional partners shall be admitted to the partnership unless there is unanimous consent among the partners.

20. ENTIRE AGREEMENT. This agreement represents the entire agreement and understanding of the parties and no oral agreements exist save and except as set forth herein. No modification of this agreement shall be valid or binding unless in writing and signed by all of the parties.

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

 (SEAL)
Robert Joseph Truitt

 (SEAL)
George William Truitt

February 22, 1991

IN REPLY PLEASE
REFER TO OUR FILE

William E. Hager, III
Attorney at Law
352 Broad Street
New Bethlehem, PA 16242

In re: A-00109639 - Application of George William and Robert Joseph
Truitt, Copartners, t/d/b/a Truitt Brothers Trucking

Dear Sir:

The application of George William and Robert Joseph Truitt, Copartners, t/d/b/a Truitt Brothers Trucking has been captioned as attached and will be submitted for review provided no protests are filed on or before March 18, 1991. If protests are filed, you will be advised as to further procedure.

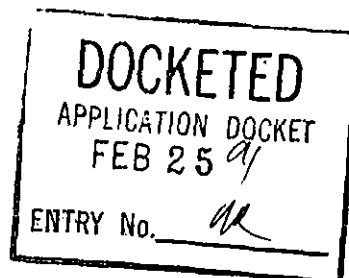
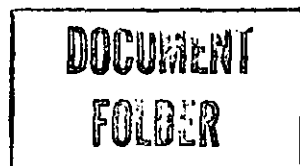
You are further advised that the above application will be published in the Pennsylvania Bulletin of February 23, 1991.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:11

cc: Applicant
R.D. 1, Box 8
Mayport, PA 16240



A-00109639 GEORGE WILLIAM AND ROBERT JOSEPH TRUITT, COPARTNERS, t/d/b/a
TRUITT BROTHERS TRUCKING (R.D. #1, Box 8, Mayport, Clarion County, PA 16240)
- blacktop and hot mix asphalt, between points in the counties of Armstrong,
Clarion, Jefferson and Clearfield, and from points in said counties, to
points in Pennsylvania. Attorney: William E. Hager, III, 352 Broad Street,
New Bethlehem, PA 16242.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

FEB 23 1991

DATE _____

SERVICE _____

BUREAU OF TRANSPORTATION
COMMON CARRIER
FEBRUARY 1991

A-00109639

Application of George William and Robert Joseph Truitt, Copartners, t/d/b/a Truitt Brothers Trucking, for the right to begin to transport, as a common carrier, by motor vehicle, blacktop and hot mix asphalt, between points in the counties of Armstrong, Clarion, Jefferson and Clearfield, and from points in said counties, to points in Pennsylvania.

FW:kmb
2/11/91

Application received: 1/28/91
Application docketed: 2/7/91

NH

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
FEB 25 91
ENTRY No. 91

MAR 18 1991

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.