

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING

PITTSBURGH, PA. 15219-2383

(412) 471-1800

JOHN A. VUONO
WILLIAM J. LAVELLE
WILLIAM A. GRAY
MARK T. VUONO
RICHARD R. WILSON
DENNIS J. KUSTURISS
CHRISTINE M. DOLFI
PETER J. SCANLON

May 23, 1991

TELECOPIER
(412) 471-4477

* ALSO MEMBER OF FLORIDA BAR

Re: Marianne Industries, Inc.--Transferee
Rosie Banner Amsler and Sheila A. Brocious,
Copartners, t/d/b/a Marianne Industries--Transferor
Docket No. A-00109648 / *F. 2*
Transfer Application
Our File 3749-2

Mr. Jerry Rich, Secretary
Pennsylvania Public Utility Commission
North Office Building
P.O. Box 3265
Harrisburg, PA 17120



A
RECEIVED

MAY 28 1991

SECRETARYS OFFICE
Public Utility Commission

Dear Mr. Rich:

In connection with the above transaction we enclose for filing with the Commission the signed original and two copies of the application of Marianne Industries, Inc. for approval of the transfer of all of the operating rights held by Rosie Banner Amsler and Sheila A. Brocious, Copartners, t/d/b/a Marianne Industries at Docket No. A-00108377. To each copy of the application there are attached copies of the Agreement of Sale and other required exhibits.

Also enclosed is a check for \$350 payable to the Commonwealth of Pennsylvania to cover the filing fee. This will confirm that our law firm will guarantee collection of the funds evidenced by the check.

Please acknowledge receipt and filing of the enclosed on the duplicate copy of this letter of transmittal and return it to the undersigned in the self-addressed, stamped envelope provided.

Sincerely yours,

VUONO, LAVELLE & GRAY

William J. Lavelle
William J. Lavelle

pz
Enclosure
cc: Marianne Industries, Inc.



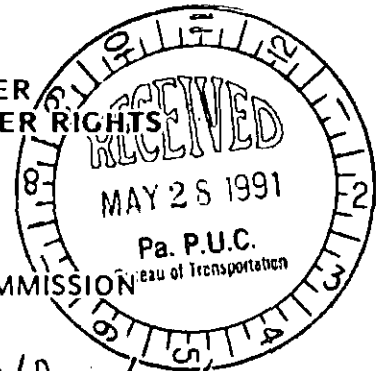
RECEIVED

MAY 28 1991

SECRETARYS OFFICE
Public Utility Commission

APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON OR CONTRACT CARRIER RIGHTS

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION



FI w/D 5/14/91

Application of Marianne Industries, Inc.
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

as a common carrier, described at Docket
(common-contract)

No. A-00108377, Folder No. All, issued to
Rosie Banner Amsler and Sheila A. Brocius,
Copartners, t/d/b/a Marianne Industries
(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY	
Docket No.	<u>709648</u>
Folder No.	<u>2</u>

TK-700397

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Marianne Industries, Inc.
(Full and correct name of applicant/transferee)

2. Not Applicable
(Trade name, if any)

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

Commonwealth on Not Applicable (attach copy of stamped registration form.)
(date)

3. P. O. Box 300 (Business Street Address) (P.O. Box, if any)

Shippenville Clarion PA 16254 814-226-4378
(City) (County) (State) (Zip) (Telephone)

DOCUMENT
FOLDER

BEGINNING

DOCKETED
APPLICATION DOCKET
JUN 03 1991
ENTRY No. fw

4. Applicant's attorney (for this application) is:

William J. Lavelle, Esq. 2310 Grant Building
Vuono, Lavelle & Gray Pittsburgh, PA 15219 412-471-1800
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: William J. Lavelle, Esq. 2310 Grant Building
Vuono, Lavelle & Gray Pittsburgh, PA 15219
(Name) (Address)

Transferor: William J. Lavelle, Esq. 2310 Grant Building
Vuono, Lavelle & Gray Pittsburgh, PA 15219
(Name) (Address)

* 6. Applicant does not hold Pa. PUC authority under Docket Number
(does or does not)

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

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

at Docket No. MC-205628.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name) (Address)

Corporation. Organized under the laws of the State of Pennsylvania

and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on Not Applicable (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.

*As the result of a prior new service application, the Applicant has been assigned Docket No. A-00109648.

9. If applicant, its stockholders or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

Rosie Banner Amsler and Sheila A. Brocious, the officers, directors and shareholders of the applicant, are also the partners which control the Transferor. They do not have any interest in the affairs of any other motor carrier. Likewise, the applicant itself has no interest in the affairs of any other carrier.

10. Applicant proposes to acquire all of the operating rights now held (all or part) by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons.

11. The reason for the transfer is that the parties in control of the Transferor desire to consolidate all of the motor carrier operations under the corporate applicant.

12a. The following must be attached:

- Sales Agreement. (Exhibit 12-1)
- List of equipment to be used to render service. (summarize by type) (Exhibit 12-2)
- Operating authority to be transferred/retained. (Exhibit 12-3)
- Statement of Financial Condition. (Exhibit 12-4)
- Statement of unpaid business debts of transferor and how they will be satisfied. (Exhibit 12-5)
- Statement of safety program. (Exhibit 12-6)
- Statement of transferee's experience. (Exhibit 12-7)

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only) (Exhibit 12-8)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only) (Exhibit 12-9)
- List of corporate officers and stockholders. (corporations only) (Exhibit 12-10)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

- 13. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
- 14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

MARIANNE INDUSTRIES, INC.

Transferee sign here: By: Rosie Banner Amsler 5-13-91
 (each partner must sign) (Date)
 (Corporate Seal) Rosie Banner Amsler, President

ROSIE BANNER AMSLER AND SHEILA A. BROCIOS, COPARTNERS, t/d/b/a
 MARIANNE INDUSTRIES

Transferor sign here: By: Rosie Banner Amsler 5-13-91
 Rosie Banner Amsler

(Corporate Seal) By: Sheila A. Brocios 5-13-91
 Sheila A. Brocios

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, 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.

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
CLARION County :

Rosie Banner Amsler, being duly sworn (affirmed) according to law, deposes and says that he is President of Marianne Industries, Inc.
(Office of Affiant) (Name of Corporation)

that he is authorized to and does make this 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 Marianne Industries, Inc. to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Rosie Banner Amsler
Signature of Affiant
Rosie Banner Amsler

Sworn and subscribed before me this 13th
day of MAY 19 91
My Commission Expires 10-5-92

Lou Ann Etzel
Signature of Official Administering Oath

NOTARIAL SEAL
LOU ANN ETZEL, NOTARY PUBLIC
CLARION BOROUGH, CLARION COUNTY
MY COMMISSION EXPIRES OCT. 5, 1992

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

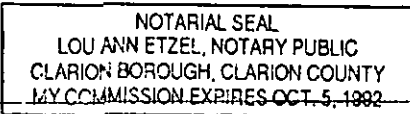
COMMONWEALTH OF PENNSYLVANIA :
: SS:
CLARION County :

Sheila A. Brocius, 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.

Sheila A. Brocius
Signature of Affiant
Sheila A. Brocius

Sworn and subscribed before me this 13th
day of MAY 19 91
My Commission Expires 10-5-92

Lou Ann Etzel
Signature of Official Administering Oath



Member, Pennsylvania Association of Notaries
AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

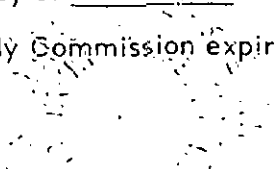
COMMONWEALTH OF PENNSYLVANIA :
: SS:
_____ County :

_____, being duly sworn (affirmed) according to law,
deposes and says that he is _____ of _____;
(Office of Affiant) (Name of Corporation)
that he is authorized to and does make this 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
(Name of Corporation)
same at the hearing hereof.

Signature of Affiant

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

Signature of Official Administering Oath



THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
CLARION County :

Rosie Banner Amsler, 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.

Rosie Banner Amsler
Signature of Affiant
Rosie Banner Amsler

Sworn and subscribed before me this 13th
day of MAY 19 91

My Commission Expires 10-5-92

NOTARIAL SEAL
LOU ANN ETZEL, NOTARY PUBLIC
CLARION BOROUGH, CLARION COUNTY
MY COMMISSION EXPIRES OCT. 5, 1992

Lou Ann Etzel
Signature of Official Administering Oath

Member, Pennsylvania Association of Notaries

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

that he is authorized to and does make this 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
(Name of Corporation)
same at the hearing hereof.

Signature of Affiant

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

Signature of Official Administering Oath

EXHIBIT 12-1

AGREEMENT

BETWEEN

MARIANNE INDUSTRIES, INC., TRANSFEREE

AND

ROSIE BANNER AMSLER AND SHEILA A. BROCIOSUS,
COPARTNERS, t/d/b/a MARIANNE INDUSTRIES,
TRANSFEROR

William J. Lavelle, Esq.
VUONO, LAVELLE & GRAY
2310 Grant Building
Pittsburgh, PA 15219
(412) 471-1800

AGREEMENT

THIS AGREEMENT is made this 13th day of May, 1991, between ROSIE BANNER AMSLER AND SHEILA A. BROCIOSUS, COPARTNERS, t/d/b/a MARIANNE INDUSTRIES, a partnership domiciled in Shippenville, Clarion County, PA (hereinafter referred to as "SELLER"), and MARIANNE INDUSTRIES, INC., a Pennsylvania corporation domiciled in Shippenville, Clarion County, PA (hereinafter referred to as "BUYER").

I. PREMISES

A. SELLER is a motor carrier of property and holds operating authority issued by the Pennsylvania Public Utility Commission (hereinafter referred to as "PUC") at application Docket No. A-00108377.

B. BUYER is a Pennsylvania corporation which holds no operating authority from the PUC at the present time. It does hold operating authority from the Interstate Commerce Commission.

C. SELLER has agreed to sell and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests and other claims, all of SELLER's Pennsylvania intrastate operating rights, as more fully set forth on Appendix A (hereinafter referred to as "the operating rights").

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transaction pursuant to 66 Pa. C.S.A. §1102 of the Pennsylvania Public Utility Code (herein called "the transfer application").

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, agree, represent and warrant as follows:

1. Purchase Agreement. SELLER will sell to BUYER and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, the Pennsylvania intrastate operating rights owned by SELLER in its Certificate of Public Convenience issued by the PUC at Application Docket No. A-00108377, as summarized on Appendix A attached hereto.

2. Price and Payment. BUYER will pay to SELLER for the operating rights the sum of Thirty Thousand (\$30,000.00) Dollars to be paid to SELLER in cash on the closing date pursuant to PUC approval.

3. Joint Use of Legal Counsel. SELLER and BUYER agree that the law firm of Vuono, Lavelle & Gray of Pittsburgh, PA will be engaged as legal counsel by both SELLER and BUYER in connection with the preparation of this Agreement, the prosecution of the necessary transfer application to the PUC and all other related services. BUYER agrees to pay all legal fees and expenses of legal counsel in connection with these matters.

In the event of any conflict between SELLER and BUYER, the firm of Vuono, Lavelle & Gray will have the right to withdraw from the case and BUYER will be responsible for all fees and expenses incurred up to the date of the firm's withdrawal.

4. Application for Approval. The parties agree that this transaction requires the prior approval of the PUC and that the

transaction may not be consummated until final approval is secured from the PUC.

Accordingly, within thirty (30) days after the execution of this Agreement, the parties will jointly file with the PUC an application pursuant to 66 Pa. C.S.A. §1102 seeking permanent approval of the purchase of the operating rights by BUYER from SELLER.

BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application and agree to join in and execute any and all such applications and other documents.

BUYER shall pay all filing fees in connection with the filing of the application. BUYER and SELLER will supply such information as may be required, attend hearings, present testimony and otherwise cooperate to the end that approval of this transaction may be secured.

5. Warranties as to Operating Rights. SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and effect; and the rights will not be subject to any liens, encumbrances, security interests or claims of any kind on the final closing date; and that there are and on the date of consummation will be no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority.

6. Denial of Application. If the PUC, by its final order, should deny approval of the transfer application, this

Agreement shall terminate. In such event, the parties shall have no further rights or obligations under this Agreement. The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

7. Approval of Application Subject to Restrictions. If the PUC, by its final order, approves the application subject to conditions which materially restrict, delete or cancel any of the operating rights to be purchased by BUYER or materially limit in any way the use of the operating rights set forth in Appendix A by BUYER, BUYER shall have the option to declare this Agreement null and void and forthwith terminate the Agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such order. In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this Agreement, as modified, shall remain in full force and effect.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

8. Appeals. In the event the PUC, by its final order, should deny the application or grant the application subject to conditions of the type set forth in paragraph 7, either party may seek judicial review of said order to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 6 and 7 above shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of

the PUC denying the application is sustained by the Court, this Agreement shall be terminated in accordance with paragraph 6. If the final order of the PUC approving the application, subject to conditions, is sustained by the Court, BUYER may exercise the right to terminate as set forth in paragraph 7 within twenty (20) days after the service of the order or judgment of the last court of review.

If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal.

9. No Assumption of Liabilities. This Agreement involves only the purchase of operating rights by BUYER from SELLER. Accordingly, BUYER does not assume any claim, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this Agreement.

10. SELLER's Representations and Warranties. SELLER represents and warrants as follows:

10.1 SELLER is a motor carrier of property and is lawfully conducting operations under the operating rights. The Certificate of Public Convenience evidencing the operating rights is in good standing with the PUC and there are no citations, formal complaints, investigations or enforcement proceedings pending against SELLER by the PUC, the Department of Transportation or any other regulatory agency applicable to the operating rights.

10.2 The operating rights are not subject to any liens, encumbrances, security interests or claims of any kind

on the date of this Agreement and no liens, encumbrances, security interests or other claims will be applicable to the operating rights pending consummation of the transaction.

10.3 The operating rights are not subject to any prior claims, options to purchase, agreements of sale or other contracts or obligations of purchase and SELLER will not enter into any such contractual arrangements prior to the final closing date.

10.4 The execution and performance of this Agreement by SELLER will not violate any provisions of law.

In the event of any default by SELLER in the terms of this paragraph or any other provisions of this Agreement, BUYER shall have the option either to declare this Agreement null and void by giving SELLER written notice of termination or to exercise against SELLER all of BUYER's available remedies hereunder.

11. BUYER's Representations and Warranties. BUYER represents and warrants as follows:

11.1 BUYER is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania, and has full power and authority under its Articles of Incorporation or charter to engage in the business which it is now conducting or proposes to conduct.

11.2 The Board of Directors of BUYER, and if necessary, shareholders of BUYER, have, by proper resolution, duly authorized the execution and delivery of this Agreement,

the filing of the necessary applications with the PUC and the performance of such other actions as may be required to effectuate the purposes of this Agreement. A certified copy of the Resolution of the Board of Directors of BUYER and any requisite resolution of the shareholders of BUYER shall be delivered to SELLER within ten (10) days after the date of execution of this Agreement upon the request of SELLER.

11.3 The execution and performance of this Agreement by BUYER will not violate any provision of law nor will it contravene any provision of the Articles of Incorporation or Bylaws of BUYER.

In the event of any default by BUYER in the terms of this paragraph or any other provisions of this Agreement, SELLER shall have the option either to declare this Agreement null and void by giving BUYER written notice of termination or to exercise against BUYER all of SELLER's available remedies hereunder.

12. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to the operating rights for any and all operating periods up to the closing date will be the obligation of SELLER. Any general assessments applicable to the operating rights for periods subsequent to the closing date shall be the obligation of BUYER. In the event the PUC requires the payment of any such assessments due from SELLER as a condition

precedent to approval of the application or consummation thereof, SELLER agrees to promptly pay any such assessments if it is financially able to do so. In the event any such assessments are not paid by SELLER, BUYER shall have the right to deduct from the consideration due SELLER on the final closing date the total amount of any such assessments or other charges due the PUC and make payment of such amounts directly to the PUC and to pay any balance of the consideration to SELLER. BUYER shall not, under any circumstances, be liable for or have responsibility to satisfy any obligations of SELLER as a result of this transaction.

13. Employee Relations. This Agreement involves the sale of operating rights only. It is agreed that the BUYER is not a successor employer to SELLER and has no obligation to hire any employees or to assume any employee obligations of SELLER.

SELLER acknowledges that BUYER has no obligations with respect to any employees of SELLER to provide employment, fringe benefit payments, vacation pay or any other benefits of employment nor any liability for any claims, grievances, labor disputes, charges or causes of action on the part of or in behalf of any employees or former employees of SELLER which may arise from or be related to events which occurred on or prior to the closing date.

14. Survival of Representations and Warranties. All provisions in this Agreement applicable to BUYER and SELLER shall be deemed to be representations and warranties and shall

survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and for the intent of inducing BUYER to purchase the operating rights. BUYER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

15. Assignment. Neither party shall have the right to transfer or assign this Agreement without securing the prior written consent of the other party.

16. Operating Rights Unique. The parties agree that the operating rights which are the subject of this Agreement are unique and are not otherwise obtainable.

17. Notices. Any notices, requests, demands or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail with return receipt requested to the parties at the addresses shown below:

SELLER:

Rosie Banner Amsler
R. D. #1, Box 215A
Shippenville, PA 16254

BUYER:

Sheila A. Brocious
Marianne Industries, Inc.
P. O. Box 300
Shippenville, PA 16254

Such notice shall be sufficient, whether accepted at the address referred to or not, if tendered at such address during

the normal business hours by the United States Postal Service. The addresses may from time to time be changed by either party giving written notice pursuant to the terms of this paragraph.

18. Closing Date. The closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC approving the application or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the closing date. The closing will be held at a time of day and place mutually agreed upon by the parties.

19. Rights of Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, assigns and legal representatives.

20. Construction and Venue. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue of any legal action shall be in the Court of Common Pleas of Clarion County, PA or the United States District Court for the Western District of Pennsylvania.

21. Legal Invalidity. If any part or provision of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void the Agreement or affect the remaining terms or conditions of this Agreement and the Agreement shall be interpreted to comport with all such laws, rules or regulations to the maximum extent possible.

22. Entire Agreement of Parties. This Agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified or changed by any expressed or implied promises, warranties, guarantees, representations or other information unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

23. Paragraph Headings. The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement on the 13th day of May, 1991.

WITNESS:

MARIANNE INDUSTRIES, INC.

Louise Etzel

By: Rosie Banner Amsler
Rosie Banner Amsler

WITNESS:

ROSIE BANNER AMSLER AND SHEILA A. BROCIOSUS, COPARTNERS, t/d/b/a MARIANNE INDUSTRIES

Louise Etzel

By: Rosie Banner Amsler
Rosie Banner Amsler

Louise Etzel

By: Sheila A. Brociosus
Sheila A. Brociosus

APPENDIX A

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held November 23, 1988

Commissioners Present:

Bill Shane, Chairman
William H. Smith, Vice-Chairman
Linda C. Taliaferro
Joseph Rhodes, Jr.
Frank Fischl

Application of Rosie Banner Amsler and
Sheila A. Brocius, copartners, t/d/b/a
Marianne Industries for the transfer of all
of the operating rights of WER Trucking, Inc.
under the certificate issued at A-00101353
subject to the same limitations and
conditions.

A-00108377

Rosie B. Amsler, Pro Se.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed September 19, 1988. Public notice of the application was given in the Pennsylvania Bulletin of October 20, 1988. The unopposed application is certified to the Commission for its decision without oral hearing.

Rosie Banner Amsler and Sheila A. Brocius, copartners, t/d/b/a Marianne Industries, the applicant, have their place of business at R.D. #1 Shippenville, Clarion County. The applicant operates thirty-two (32) tractors and thirty-two (32) dump trailers, WER Trucking has discontinued its operations and has offered its operating authority for sale.

The total consideration for the rights is \$500. No tangible assets are involved. The sales agreement requires the consideration to be paid upon approval of the instant transfer by this Commission.

A review of the record before us indicates that the applicant possesses the requisite experience, equipment and financial capacity to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re: Byerly, 440 Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947). Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is fit, willing and able to provide the service proposed.
2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public;
THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that a certificate be issued granting the following right(s):

To transport, as a Class D carrier, coal, from mines and stripping operations in the county of Clarion to points within an air-line distance of one hundred (100) statute miles of the point of origin.

subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the \$500 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity

less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.

5. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
6. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.


IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending submission of proof of compliance with the provisions of the Fictitious Names Act.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor WER Trucking, Inc. at A-00101353 be cancelled and the record be marked closed.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: November 23, 1988

ORDER ENTERED: DEC 1 1988

OPERATING AUTHORITY

A-00108377

F.1 Am-A

1. To transport, as a Class D carrier, building materials and limestone between points in the counties of Clarion, Armstrong and Jefferson, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination, excluding the transportation of brick and clay products to, from or between points in the counties of Jefferson and Clarion.
2. To transport, as a Class D carrier, sand and gravel, in dump vehicles, between points in the borough of Tionesta, Forest County, and from points in the said borough to points within seventy-five (75) miles of the limits of said borough.
3. To transport, as a Class D carrier, limestone, in dump vehicles, from points in the townships of Perry and Richland, Clarion County, the townships of Hovey and East Franklin, Armstrong County, and the township of Mercer, Butler County, to points within an airline distance of seventy-five (75) statute miles of the point of origin, excluding steel mills and foundries as destination points.
4. To transport, as a Class D carrier, sand, gravel, deicing materials, excluding salt and calcium chloride, in dump vehicles, from points in the townships of Perry and Richland, Clarion County, the townships of Hovey and East Franklin, Armstrong County, and the township of Mercer, Butler County, to points within an airline distance of seventy-five (75) statute miles of the point of origin, excluding points in the counties of Allegheny and Beaver.
5. To transport, as a class D carrier, coal from mines and stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson to points in Pennsylvania, no haul to exceed an airline distance of one hundred twenty (120) statute miles from point of origin to point of destination.
6. To transport, as a Class D carrier, coal from the facilities of the Lucas Coal Company in the counties of Mercer and Butler, to points in Pennsylvania, no haul to exceed an airline distance of one hundred twenty (120) statute miles from point of origin to point of destination.

with right number 6 subject to the following conditions:

That no right, power or privilege is granted to render service to points in the counties of Allegheny, Clearfield or Indiana, or points east of U.S. Highway Route 219.

7. To transport, as a Class D Carrier, sand, gravel, deicing materials, defrosting materials and anti-oxid materials, excluding salt and calcium chloride, in dump vehicles, from points in the counties of Forest, Warren, Crawford and Venango to points within an airline distance of fifty (50) statute miles of the point of origin, excluding service to points in the city of Erie, Erie County, or points in the counties of Allegheny or Beaver.

8. To transport, as a Class D carrier, cinders, in dump vehicles, from points in the counties of Armstrong, Allegheny and Indiana, to points in the counties of Armstrong, Butler, Clarion, Clearfield, Crawford, Elk, Forest, Indiana, Jefferson, Venango and Warren.
9. To transport, as a Class D carrier, coal for C & K Coal Company, W.P. Stahlman Coal Company, Cambria Coal Company, Shannon Coal Company, Vantage Coal Company, GRC Mining Company and GRC Coal Company:
 - (a) From the facilities of the above-named shippers in the counties of Butler, Mercer and Venango to points in Clarion County;
 - (b) From Reade, White, Chest, Dean, Clearfield, Eldred Township, Cambria County to Fallentimber, Cambria County.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held August 16, 1990

Commissioners Present:

William H. Smith, Chairman
Joseph Rhodes, Jr.
Frank Fischl
David W. Rolka

Application of Rosie Banner Amsler and Sheila A. Brocious, Copartners, t/d/b/a Marianne Industries, for amendment to their common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, coal from mines and stripping operations in the county of Clarion to points within an airline distance of one hundred (100) statute miles of the point of origin: SO AS TO PERMIT the transportation of coal from mines, stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson, to points in that part of Pennsylvania lying on and east of U.S. Highway Route 15.

A-00108377
F. 1
Am-B

Kent S. Pope for the applicant.
Dwight L. Koerber, Jr. for Kephart Trucking Co.
John A. Pillar for Wayne W. Sell Corporation and William P. Mauthe,
t/d/b/a DGB Trucking
Herbert R. Nurick for Samuel J. Lansberry, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed February 28, 1990. Public notice of the application was given in the Pennsylvania Bulletin of March 17, 1990. Protests were filed by Kephart Trucking Co.; Wayne W. Sell Corporation; William P. Mauthe, t/d/b/a DGB Trucking; and Samuel J. Lansberry, Inc.

The protests were withdrawn predicated upon our acceptance of a restrictive amendment which reads as follows:

To transport, as a Class D carrier, coal from mines and stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson to points in Pennsylvania east of U.S. Highway Route No. 15;

subject to the following conditions:

- (1) That no right, power or privilege is granted to provide service for the following shippers: Coal Hill Mining Company, Inc.; H. N. Hartwell & Co., Inc.; Hall's Coal Co., Inc.; Seaview Fuels, Inc.; Calgon Carbon Corporation; International Salt; Therm-O-Rock Products, Inc.; D. C. Guelich Explosive Company; New Enterprise Stone and Lime Company, Inc.; Martin Limestone, Inc.; Valley Quarries, Inc.; Union Equipment Co., Inc.; Tomark Company; Glen O. Hawbaker, Inc.; Robert H. Herrle; IUE Coal Sales Company; Producer's Liason, Inc.; Original Fuels; Valier Coal Yard; Foote Mineral Company; Malho Coal Company, Inc.; Kimmel Coal Company; Kimmel's Coal Services; Hall's Coal Company, Inc.; Final Coal Company; Don H. Richards Coal Co., Inc.; Westmoreland Coal Sales Corporation; Tri-County Petroleum, Inc.; Ames-Burns Company, Inc.; Curwensville Feed Store, Inc.; Hickman Williams & Company; Davis Water & Waste Industries; Warner Company; Tyler Blasting, Incorporated; S & S Coal Sales, Inc.; Peters Chemical Company; J. J. Powell, Inc.; Minerals International Corporation; Freeport Terminals, Inc.; American Stone Mix, Incorporated; Douglas Explosives, Inc.; Freeport Bruck Company; Central Chemical Corp.; Hoffman Industries, Inc.; Pennsylvania Agricultural Cooperative Marketing Association (PACMA); Ball-Incon Glass Packaging Corp.; Cargill, Inc.; and Goodman Brothers, Inc.;
- (2) That no right, power or privilege is granted to transport coal between or from points located within a distance of fifty (50) statute miles of the limits of the borough of Homestead, Allegheny County; or to provide service to or from the facilities of Reddinger Coal Co., Inc.; Terry Coal Sales, Inc.; and Kittanning-Freeport Coal, Inc.; and
- (3) That no right, power or privilege is granted to transport coal between points in the city of Pittsburgh, Allegheny County and within fifty (50) miles of the limits of said city and from points in said territory to points in Pennsylvania, and vice versa; or to provide service for the

following shippers: Keystone Coal Company; C & K Coal Company from its facilities in the county of Jefferson; S.S.M. Coal North America, Inc.; P & S Coal Company; I.U.E. Coal Sales Company; H. N. Hartwell & Co., Inc.; Hawley Fuels, Inc.; United Eastern Coal Sales, Inc.; Hepburnia Coal Co.; Connecticut Coal Company; and Don H. Richards Coal Company, Inc.

The now unopposed application, as amended, is certified to the Commission for its decision without oral hearing. The record consists of verified statements entered by the applicant and six supporting shippers.

Rosie Banner Amsler and Sheila A. Brocious, in a joint verified statement, set forth that they currently hold authority from the Commission having received their certificate February 9, 1989. They now operate primarily a dump truck business transporting such commodities as coal, building materials, limestone, sand, gravel, de-icing materials, anti-skid materials and cinders in western Pennsylvania. The applicant's terminal is at R.D. 1, Shippenville. The applicant owns and leases dump equipment and has a fleet of 24 vehicles. All equipment is inspected on a daily basis and is subject to a preventative maintenance program.

The applicant under the proposed amended authority, will transport coal in bulk in dump vehicles with normal service six days per week. It expects that same-day service can be provided within the amended territory.

Robert G. Graft, set forth in a statement on behalf of Manor Coal Company, that the company is a mine operator with locations in the counties of Clarion, Armstrong and Jefferson. It has an annual coal production of approximately 120,000 tons. The applicant will be used to the extent that it has trucks available. Due to the large demand for transportation in dump vehicles, many existing carriers do not have trucks available to meet this demand.

James R. Callihan, set forth in a verified statement on behalf of Colt Resources, Inc., that the company is a mine operator with locations in the counties of Clarion, Armstrong and Jefferson. It has an annual production of approximately 200,000 tons of coal. The applicant will be used to transport a portion of this annual tonnage.

Kevin L. Reichard, set forth that Reichard Contracting, Inc., mines coal in the county of Clarion with an annual production of approximately 45,000 tons. The applicant will be used to transport a portion of this tonnage to points in Pennsylvania which are east of U.S. Highway Route 15.

Gerald Pasqualette on behalf of C & K Coal Co., set forth in a verified statement that the applicant will be used to handle a portion of the company's annual production of approximately 2,000,000 tons. Coal moves from operations in the county of Clarion to points in Pennsylvania east of U.S. Highway Route 15.

Kenneth A. Readinger set forth on behalf of T.D.K. Coal Sales, Inc., that the applicant's service is required for a portion of 100,000 tons of coal per year for movement to points in eastern Pennsylvania.

Ernest Snyder, on behalf of S.B.P. Coal Company, set forth in a verified statement that the company has coal operations in the counties of Clarion, Armstrong and Jefferson. It produces approximately 40,000 tons of coal per year. The applicant will be used to move a portion of this annual production to points in eastern Pennsylvania.

DISCUSSION AND FINDINGS

The applicant seeks to expand its authority to permit the transportation of coal from points in three western counties, Clarion, Armstrong and Jefferson, to points in eastern Pennsylvania specifically those points which are east of U.S. Highway Route 15. In order to secure the withdrawal of four protestants, the applicant has agreed to exclude service for 62 named shippers and to exclude service in a territory within 50 miles of Pittsburgh and Homestead, Allegheny County, and from that territory to points in Pennsylvania, and vice versa.

The applicant, as a currently certificated carrier, has experience in the Pennsylvania transportation industry and has equipment suitable to provide the amended service. We have no difficulty finding that the applicant possesses the technical ability and has the fitness necessary to render the proposed service, as amended.

In support of the application, the applicant has submitted six statements from supporting shippers who have coal mining operations in this territory. The six supporting shippers seek the availability of the applicant's service to aid them in meeting their transportation requirements as currently certificated carriers often cannot supply the number of dump vehicles necessary to meet demand. The statements of the six supporting shippers are adequate to determine that there is a need for this service to aid them in meeting their requirements.

Turning our attention to the restrictive amendment, we previously note, that the restrictive amendment excludes service for 62 named shippers and eliminates service in a territory comprised of a 50-mile radius of Pittsburgh and the adjoining borough of Homestead, Allegheny County, and from points within this 50-mile radius to points in Pennsylvania, and vice versa. It is our determination that this application should be granted, but that the authority to issue should be "for" the six shippers supporting the application. By issuing this authority to permit service for the six supporting shippers, the bulk of the restrictive amendment which exclude service for the 62 shippers can be eliminated. A grant of authority in this manner will state what service the applicant may provide for six shippers, rather than what the applicant may not do for 62 named shippers. The territorial restriction will remain, but will be modified to (1) eliminate vice versa as the applicant is not requesting vice versa authority, and (2) eliminate the language "coal between or from points located within a distance of fifty (50) statute miles of the borough of Homestead, Allegheny County."

Homestead is a borough just south of the city of Pittsburgh and is included in the fifty mile territory of the limits of the city of Pittsburgh which is included as a restriction in paragraph 3 of the restrictive amendment. All the Pennsylvania points when measured fifty miles from Homestead are within the fifty mile radius of the limits of Pittsburgh, so that a total duplication of excluded territory exists between paragraph 2 and paragraph 3 of the amendment, hence paragraph 2 may be eliminated.

We find:

1. The applicant has the experience, equipment and financial capacity to render the proposed service, as amended, as further modified.

2. Approval of the application to permit the applicant to provide service for the six supporting shippers will aid those shippers in meeting their transportation requirements in this territory.

3. Approval of the application, as amended, as further modified to service for the six supporting shippers is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application, as amended, as further modified, be and is hereby approved and that the certificate issued February 9, 1989, as amended, be further amended to include the following right:

To transport, as a Class D carrier, coal for Manor Coal Company; S.B.P. Coal Company; C & K Coal Company; Reichard Contracting, Inc.; Colt Resources, Inc.; and T.D.K. Coal Sales, Inc., from their mines, stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson, to points in Pennsylvania east of U.S. Highway Route 15;

subject to the following conditions:

- (1) That no right, power or privilege is granted to provide transportation between points in the city of Pittsburgh, Allegheny County, and within fifty (50) miles of the limits of the said city, and from points in the said territory, to points in Pennsylvania.
- (2) That no right, power or privilege is granted to provide service for C & K Coal Company from its facilities in the county of Jefferson.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until they shall have complied with the requirements of the Public Utility Code and the rules and regulations of the Commission relating to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event the applicant has not, on or before sixty (60) days from the date of the service of the order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", is written over a circular stamp or seal.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: August 16, 1990

ORDER ENTERED: AUG 27 1990

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held June 14, 1990

Commissioners Present:

Bill Shane, Chairman
William H. Smith, Vice-Chairman
Joseph Rhodes, Jr.
Frank Fischl
David W. Rolka

Application of Rosie Banner Amsler and Sheila A. Brocious, copartners, t/d/b/a Marianne Industries, for the transfer of all of the operating rights of Richard W. Rupert and Donald H. Rupert (deceased), copartners, under the certificate issued at A-00104520 subject to the same limitations and conditions.

A-00108377
F. 1
Am-C

Vuono, Lavelle & Gray, by William J. Lavelle, for the applicant.
John L. Sheaffer, III, for the protestant, W.E. Johns, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed April 23, 1990. Public notice of the application was given in the Pennsylvania Bulletin of May 19, 1990. One protest was filed but withdrawn without restrictive amendment upon reconsideration of the protestant's interest.

Rosie Banner Amsler and Sheila A. Brocious, are copartners, trading under the properly registered fictitious name "Marianne Industries" (Marianne or applicant). Marianne was initially certificated in 1989 and presently operates under paragraphs of authority. A fleet of twenty-three tractors, twenty-six trailers and four straight trucks are available to perform the additional service. As evidence of its financial capacity, Marianne reports assets of \$343,179, with liabilities of \$158,298, leaving a net worth of \$184,881.

Presently, two orders to show cause are pending against the transferor. The first, adopted January 15, 1988, was issued to investigate the transferor's lack of revenue for the years 1984, 1985 and 1986. The second, adopted February 8, 1990, alleged failure to maintain proper insurance. Since the rights involved are now to be transferred, it would serve no useful public purpose to continue these actions. Upon compliance with the conditions of this order, the orders to show cause will be dismissed.

The total consideration for the rights is \$12,500. No tangible assets are involved. The sales agreement requires the consideration to be paid as follows: \$2,500 at the execution of the sales agreement, \$5,000 at closing after approval of this transfer and the balance within ninety days of the closing.

A review of the record before us indicates that the applicant possesses the requisite experience, equipment and financial capacity to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re: Byerly, 440 Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947). Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is fit, willing and able to provide the service proposed.
2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that the certificate of public convenience issued on February 9, 1989, as amended, be further amended to include the following rights:

1. To transport, as a Class D carrier, bottles, containers, caps, broken glass, cullet, supplies and materials for the Owens-Illinois Glass Company from its place of business in the borough of Clarion, Clarion County, to points in Pennsylvania, and vice versa.
2. To transport, as a Class D carrier, prefabricated homes and components, furnishings and fixtures of prefabricated homes for Imperial Homes, Inc., from points in the county of Clarion to points in Pennsylvania, and the return of refused, rejected and damaged shipments of prefabricated homes.

3. To transport, as a Class D carrier, raw materials used or useful in the construction and manufacture of pre-fabricated homes for Imperial Homes, Inc., from points in Pennsylvania to points in the county of Clarion.
4. To transport, as a Class D carrier, corrugated fibre-board and pulpboard boxes, containers, sheets and partitions; and supplies and materials used in the manufacturing and distribution of fibreboard and pulpboard boxes and containers from the city of Bradford, McKean County, and points within one (1) mile of the limits of said borough to points in Pennsylvania (except Elk, Potter and Cameron Counties), and vice versa.
5. To transport, as a Class D carrier, milk from farms in the township of Annin, Liberty, Keating and Eldred to milk plants in the borough of Port Allegany, McKean County.
6. To transport, as a Class B carrier, livestock, farm products and supplies between points in the townships of Annin, Liberty, Keating and Eldred, McKean County.
7. To transport, as a Class D carrier, livestock and farm products and supplies from points in the township of Annin, Liberty, Keating and Eldred, McKean County, to points in the borough of Port Allegany, McKean County, and vice versa.
8. To transport, as a Class D carrier, methonal from chemical plants in Barnes, Warren County, Crosby and Coryville, McKean County, Coneville and Genesee, Potter County, Morris, Tioga County, and Port Allegany, McKean County, to the borough of Smethport, McKean County.
9. To transport, as a Class D carrier, anti-freeze from the borough of Smethport, McKean County, to the city of Bradford, McKean County, and boroughs of Coudersport, Potter County, Kane and Mount Jewett, McKean County, and Warren, Warren County.
10. To transport, as a Class D carrier, acetate from the village of Coneville, Potter County, to other points in Pennsylvania, and vice versa.
11. To transport, as a Class D carrier, building materials, such as are usually transported in dump trucks, between points in the counties of Potter and McKean, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.

12. To transport, as a Class B carrier, property between points in the borough of Port Allegany, McKean County.
13. To transport, as a Class D carrier, property from points in the borough of Port Allegany, McKean County, to points within twenty (20) miles by the usually traveled highways of the limits of said borough, and vice versa.
14. To transport, as a Class D carrier, household goods, furniture, manufactured wood products, toys, dolls, glass bottles, glass block, glass insulation material and glass products of all kinds, and raw materials used in the manufacture thereof, tanning extracts, solvents and other materials used in processing and tanning of leather between points in the borough of Port Allegany, McKean County, and within twenty (20) miles by the usually traveled highways of the limits of said borough and from points in said area to points in Pennsylvania, and vice versa;

with right No. 14 subject to the following condition:

That no right, power or privilege is granted to transport liquid in bulk in tank trucks from points in the borough of Port Allegany, McKean County, and within twenty (20) miles of the limits of said borough to points in Pennsylvania, and vice versa.

15. To transport, as a Class D carrier, glass containers, caps, covers, disks and tops therefor, fibreboard boxes and wooden containers, between points in the township of Paint, Clarion County, and from points in the said township of Paint to points in Pennsylvania, and vice versa; excluding the right to render any service to or from the facilities of Knox Glass, Inc., in the boroughs of Knox, Clarion County, Kane, McKean County, and Parker, Armstrong County, and the villages of Marienville, Jenks Township, Forest County, and Sheffield, Sheffield Township, Warren County.
16. To transport, as a Class D carrier, insulating material and materials and supplies used in the manufacture, distribution and installation of insulating material (except commodities in bulk in tank vehicles) between points in the borough of Port Allegany, McKean County and within twenty (20) miles by the usually traveled highways of the limits of said borough and from points in the said borough and territory to points in Pennsylvania, and vice versa.

17. To transport, as a Class D carrier, fibreboard cans and metal ends therefore, and materials and supplies used in the manufacture or distribution of fibreboard cans and metal ends therefore, from the plant site and warehouse facilities of Boise Cascade Corporation located in Oil City, Venango County and within ten (10) statute miles of the limits of said city, to points in Pennsylvania, and vice versa;

with right No. 17 subject to the following condition:

- (a) So as to exclude the transportation of commodities in bulk in tank vehicles or in hopper-type vehicles.
18. To transport, as a Class D carrier, fiberboard and pulp-board boxes, sheets and containers, from the facilities of Owens-Illinois, Inc., located in the township of Bristol, Bucks County, to points in Pennsylvania on and west of U.S. Highway 220.
 19. To transport, as a Class D carrier, glass containers and closures therefor and fibreboard boxes, from the facilities of Glass Containers Corporation located in the borough of Knox, Clarion County; the borough of Marienville, Forest County; and the borough of Parker, Armstrong County, to points in Pennsylvania on and west of U.S. Highway 15, and vice versa.
 20. To transport, as a Class D carrier, property between the facilities of Owens-Illinois, Inc., and from those facilities to points in Pennsylvania and vice versa;

with right No. 20 subject to the following condition:

That no right, power or privilege is granted to transport household goods or commodities in bulk.

21. To transport, as a Class D carrier, property, for Boise Cascade Corporation, between points in Pennsylvania;

with right No. 21 subject to the following conditions:

- (a) That no right, power or privilege is granted to transport commodities in bulk.
- (b) That no right, power or privilege is granted to transport household goods;
- (c) That no right, power or privilege is granted to transport property, which, because of its size or weight, requires the use of special equipment, such as low-bed, drop-frame trailers and winch trucks.

- (d) That no right, power or privilege is granted to provide service between points in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia.

subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the \$12,500 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.
4. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
5. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.

6. That the certificate/permit holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under 66 PA C.S.A. §1102(a)(3).

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That, upon compliance with the conditions set forth above, the orders to show cause issued against the transferrer on January 15, 1988, and February 8, 1990, at A-00104520 and A-00104520C901, be and are hereby dismissed.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor Richard W. Rupert and Donald H. Rupert (deceased), copartners, at A-00104520 be cancelled and the record be marked closed.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: June 14, 1990

ORDER ENTERED: JUN 26 1990

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held March 6, 1991

Commissioners Present:

William H. Smith, Chairman
Joseph Rhodes, Jr., Vice-Chairman
Frank Fischl, Commissioner
Wendell F. Holland, Commissioner
David W. Rolka, Commissioner

Application of Rosie Banner Amsler and Sheila A. Brocious, Copartners, t/d/b/a Marianne Industries, for amendment to their common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, coal, from mines and stripping operations in the county of Clarion, to points within an airline distance of one hundred (100) statute miles of the point of origin: SO AS TO PERMIT the transportation of property (except household goods and office furniture, in use), for Rosie Banner Amsler and Sheila A. Brocious, t/d/b/a Marianne Industries and Marianne Industries, Inc., between points in Pennsylvania.

A-00108377
F. 1
Am-D

Vuono, Lavelle & Gray, by William J. Lavelle, for the applicant.
Peter G. Loftus for the protestant, Seaboard Tank Lines, Inc.
Pillar and Mulroy, P.C., by John A. Pillar, for the protestants, William P. Mauthe, t/d/b/a DGB Trucking, Wayne W. Sell Corp., and McCleary-Christie Trucking, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed April 23, 1990. Public notice of the application was given in the Pennsylvania Bulletin of May 19, 1990. Four protests were filed but withdrawn contingent upon the Commission's acceptance of a restrictive amendment,

restricting movements to those moving into and out of the shippers' Clarion County facilities and eliminating the right to transport petroleum products. The now unprotested application is certified to the Commission for its decision without oral hearing. The record consists of verified statements filed by the applicant and two supporting shippers.

Rosie Banner Amsler and Sheila A. Brocious, are copartners, operating under the properly registered fictitious designation "Marianne Industries" (Marianne Partnership or applicant). The Marianne Partnership was initially certificated as a common carrier in 1989 and currently operates under thirty-two paragraphs of authority. Business is conducted from a facility located on a four acre site in Shippenville, Clarion County, which has an office, garage, and warehouse. A fleet of two dump trucks, twenty-seven tractors, two flatbed trailers and twenty-four dump trailers is available to perform the proposed service. A comprehensive safety program for drivers and equipment is presently in operation. As evidence of its financial capacity to assume the burden of the additional proposed operation, the Marianne Partnership reports assets of \$343,179, with liabilities of \$158,298, leaving a net worth of \$184,881.

Sheila A. Brocious, a partner in the applicant, submitted a verified statement in support of the application for the Marianne Partnership in its role as a shipper. In addition to its common carrier business, the Marianne Partnership also deals in sand, gravel, stone, coal, and other similar bulk commodities and it is a recycler of such materials as glass, aluminum, steel and paper. Shipments move into and out of the Marianne Partnership's Shippenville facility on a daily basis. Potentially, suppliers and customers are located throughout the state. The purpose of this application is to allow the applicant to use vehicles dedicated to common carriage in its private carriage operations. Under our recent reinterpretation of Makovsky Bros. v. Pa. P.U.C., 55 Pa. Commw. Ct. 435 (1980), we declared that common carriers may use vehicles dedicated to common carrier service to transport their own property, to the extent of their certificate's geographical area and commodity restrictions. Application of Gene Fuller Homes, Inc., A-00108928 (Order adopted August 2, 1990) (granting petition for reconsideration and amending order adopted May 10, 1990). Unlike Fuller, which sought to use its common carrier vehicles within the commodity and geographical area restrictions of its certificate, the applicant seeks to go beyond its current certificate rights by transporting property (subject to certain restrictions) from its facilities to points in Pennsylvania, and vice versa. While the applicant may perform some of the proposed service under its present authority, approval of this application will allow it the maximum of operating flexibility based on the record before us and will remove any questions as to commodities that may be transported or geographical area that may be served.

Gerald D. Brocious, traffic manager for Marianne Industries, Inc. (Marianne Corporation), submitted a verified statement in support of the application. The Marianne Corporation is a broker-dealer of various bulk commodities, such as sand, gravel, limestone, stone, cinders, cullet and coal. It purchases these commodities from mines, warehouses, recycling operations and manufacturing companies. The commodities are stored at

facilities in Clarion County and shipped to such distant points as Pittsburgh, Allentown and York in addition to local customers in northwest Pennsylvania. Approximately eight truckloads are moved per day.

After a complete review of the application before us, we find:

1. That the applicant has shown that there is a public need for the proposed service, as amended.

2. That the applicant possesses the necessary equipment, experience, and financial capacity to perform the proposed service, as amended.

3. That approval of the application, as amended, is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application, as amended, be and is hereby approved and that the certificate issued to the applicant on February 9, 1989, as amended, be further amended to include the following right:

To transport, as a Class D carrier, property for Rosie Banner Amsler and Sheila A. Brocius, t/d/b/a Marianne Industries and Marianne Industries, Inc., from their facilities located in the county of Clarion, to points in Pennsylvania, and vice versa.

subject to the following conditions:

- (a) That no right, power or privilege is granted to transport household goods and office furniture in use.
- (b) That no right, power or privilege is granted to transport petroleum, and petroleum products in bulk, or dry litharge in bulk.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That the authority granted herein to the extent that it duplicates authority now held by or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", written over a large, stylized loop.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: March 6, 1991

ORDER ENTERED: Mar 10 1991

APPLICATION OF
MIRIANNE INDUSTRIES, INC.

EXHIBIT 12-2

Equipment List

TRACTORS

<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>
Peterbilt	359	1982
Mack	MH600	1984
Peterbilt	377	1988
Western Star	4964	1988
Peterbilt	359	1982
Mack	786LS	1980
International	4070B	1980
Western Star	4964	1988
International	4070A	1973
Mack	MH600	1985
International	5070	1974
Western Star	4964	1988
Peterbilt	362	1984
Mack	R600	1988
Peterbilt	359	1985
Mack	R600	1988
Peterbilt	377	1989
Mack	MH600	1985
Peterbilt	362	1984
International	9370	1985
Western Star	4964	1988
White	WIL64ES	1988
Peterbilt	362	1983
Western Star	4964	1988

TRACTORS

MAKE

Mack

Autocar

Peterbilt

MODEL

CH600

AT64L

359

YEAR

1990

1987

1988

TRAILERS

<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>
Ti-Brook	Dump	1987
Ravens	Dump	1988
Fruehauf	Dump	1988
Ti-Brook	Dump	1987
Ti-Brook	Dump	1970
Dorsey	Dump	1988
Dorsey	Dump	1988
Fruehauf	Dump	1988
Hobbs	Dump	1986
Fruehauf	Dump	1988
Fruehauf	Dump	1989
Fruehauf	Dump	1990
Hobbs	Dump	1986
Trailmobile	Flat	1986
Utility	Flat	1983
Fruehauf	Dump	1988
Fruehauf	Dump	1986
Dorsey	Dump	1989
Fruehauf	Dump	1989
Fruehauf	Dump	1984
Fruehauf	Dump	1984
Fruehauf	Dump	1989
Dorsey	Dump	1988
Fruehauf	Dump	1989

TRAILERS

<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>
Fruehauf	Dump	1988
East	Dump	1985
Fruehauf	Dump	1988
Ravens	Dump	1979

Operating Authority to be Transferred

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held November 23, 1988

Commissioners Present:

Bill Shane, Chairman
William H. Smith, Vice-Chairman
Linda C. Taliaferro
Joseph Rhodes, Jr.
Frank Fischl

Application of Rosie Banner Amsler and
Sheila A. Brocius, copartners, t/d/b/a
Marianne Industries for the transfer of all
of the operating rights of WER Trucking, Inc.
under the certificate issued at A-00101353
subject to the same limitations and
conditions.

A-00108377

Rosie B. Amsler, Pro Se.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed September 19, 1988. Public notice of the application was given in the Pennsylvania Bulletin of October 20, 1988. The unopposed application is certified to the Commission for its decision without oral hearing.

Rosie Banner Amsler and Sheila A. Brocius, copartners, t/d/b/a Marianne Industries, the applicant, have their place of business at R.D. #1 Shippenville, Clarion County. The applicant operates thirty-two (32) tractors and thirty-two (32) dump trailers, WER Trucking has discontinued its operations and has offered its operating authority for sale.

The total consideration for the rights is \$500. No tangible assets are involved. The sales agreement requires the consideration to be paid upon approval of the instant transfer by this Commission.

A review of the record before us indicates that the applicant possesses the requisite experience, equipment and financial capacity to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re: Byerly, 440 Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947). Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is fit, willing and able to provide the service proposed.

2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public;
THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that a certificate be issued granting the following right(s):

To transport, as a Class D carrier, coal, from mines and stripping operations in the county of Clarion to points within an air-line distance of one hundred (100) statute miles of the point of origin.

subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the \$500 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity

less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.

5. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
6. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending submission of proof of compliance with the provisions of the Fictitious Names Act.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor WER Trucking, Inc. at A-00101353 be cancelled and the record be marked closed.

BY THE COMMISSION,


Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: November 23, 1988

ORDER ENTERED: DEC 1, 1988

ROSLIE B. AMSLER AND SHEILA A. BROCIOS
d/b/a MARIANNE INDUSTRIES

OPERATING AUTHORITY

A-00106377
F.1 As-A

1. To transport, as a Class D carrier, building materials and limestone between points in the counties of Clarion, Armstrong and Jefferson, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination, excluding the transportation of brick and clay products to, from or between points in the counties of Jefferson and Clarion.
2. To transport, as a Class D carrier, sand and gravel, in dump vehicles, between points in the borough of Tionesta, Forest County, and from points in the said borough to points within seventy-five (75) miles of the limits of said borough.
3. To transport, as a Class D carrier, limestone, in dump vehicles, from points in the townships of Perry and Richland, Clarion County, the townships of Hovey and East Franklin, Armstrong County, and the township of Mercer, Butler County, to points within an airline distance of seventy-five (75) statute miles of the point of origin, excluding steel mills and foundries as destination points.
4. To transport, as a Class D carrier, sand, gravel, deicing materials, excluding salt and calcium chloride, in dump vehicles, from points in the townships of Perry and Richland, Clarion County, the townships of Hovey and East Franklin, Armstrong County, and the township of Mercer, Butler County, to points within an airline distance of seventy-five (75) statute miles of the point of origin, excluding points in the counties of Allegheny and Beaver.
5. To transport, as a class D carrier, coal from mines and stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson to points in Pennsylvania, no haul to exceed an airline distance of one hundred twenty (120) statute miles from point of origin to point of destination.
6. To transport, as a Class D carrier, coal from the facilities of the Lucas Coal Company in the counties of Mercer and Butler, to points in Pennsylvania, no haul to exceed an airline distance of one hundred twenty (120) statute miles from point of origin to point of destination.

with right number 6 subject to the following conditions:

That no right, power or privilege is granted to render service to points in the counties of Allegheny, Clearfield or Indiana, or points east of U.S. Highway Route 219.

7. To transport, as a Class D Carrier, sand, gravel, deicing materials, defrosting materials and anti-skid materials, excluding salt and calcium chloride, in dump vehicles, from points in the counties of Forest, Warren, Crawford and Venango to points within an airline distance of fifty (50) statute miles of the point of origin, excluding service to points in the city of Erie, Erie County, or points in the counties of Allegheny or Beaver.

8. To transport, as a Class D carrier, cinders, in dump vehicles, from points in the counties of Armstrong, Allegheny and Indiana, to points in the counties of Armstrong, Butler, Clarion, Clearfield, Crawford, Elk, Forest, Indiana, Jefferson, Venango and Warren.
9. To transport, as a Class D carrier, coal for C & K Coal Company, W.P. Stahlman Coal Company, Cambria Coal Company, Shannon Coal Company, Vantage Coal Company, GRC Mining Company and GRC Coal Company:
 - (a) From the facilities of the above-named shippers in the counties of Butler, Mercer and Venango to points in Clarion County;
 - (b) From Reade, White, Chest, Dean, Clearfield, Eldred Township, Cambria County to Fallentimber, Cambria County.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held August 16, 1990

Commissioners Present:

William H. Smith, Chairman
Joseph Rhodes, Jr.
Frank Fischl
David W. Rolka

Application of Rosie Banner Amsler and Sheila A. Brocious, Copartners, t/d/b/a Marianne Industries, for amendment to their common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, coal from mines and stripping operations in the county of Clarion to points within an airline distance of one hundred (100) statute miles of the point of origin: SO AS TO PERMIT the transportation of coal from mines, stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson, to points in that part of Pennsylvania lying on and east of U.S. Highway Route 15.

A-00108377
F. 1
Am-B

Kent S. Pope for the applicant.
Dwight L. Koerber, Jr. for Kephart Trucking Co.
John A. Pillar for Wayne W. Sell Corporation and William P. Mauthe,
t/d/b/a DGB Trucking
Herbert R. Nurick for Samuel J. Lansberry, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed February 28, 1990. Public notice of the application was given in the Pennsylvania Bulletin of March 17, 1990. Protests were filed by Kephart Trucking Co.; Wayne W. Sell Corporation; William P. Mauthe, t/d/b/a DGB Trucking; and Samuel J. Lansberry, Inc.

The protests were withdrawn predicated upon our acceptance of a restrictive amendment which reads as follows:

To transport, as a Class D carrier, coal from mines and stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson to points in Pennsylvania east of U.S. Highway Route No. 15;

subject to the following conditions:

- (1) That no right, power or privilege is granted to provide service for the following shippers: Coal Hill Mining Company, Inc.; H. N. Hartwell & Co., Inc.; Hall's Coal Co., Inc.; Seaview Fuels, Inc.; Calgon Carbon Corporation; International Salt; Therm-O-Rock Products, Inc.; D. C. Guelich Explosive Company; New Enterprise Stone and Lime Company, Inc.; Martin Limestone, Inc.; Valley Quarries, Inc.; Union Equipment Co., Inc.; Tomark Company; Glen O. Hawbaker, Inc.; Robert H. Herrle; IUE Coal Sales Company; Producer's Liason, Inc.; Original Fuels; Valier Coal Yard; Foote Mineral Company; Malho Coal Company, Inc.; Kimmel Coal Company; Kimmel's Coal Services; Hall's Coal Company, Inc.; Final Coal Company; Don H. Richards Coal Co., Inc.; Westmoreland Coal Sales Corporation; Tri-County Petroleum, Inc.; Ames-Burns Company, Inc.; Curwensville Feed Store, Inc.; Hickman Williams & Company; Davis Water & Waste Industries; Warner Company; Tyler Blasting, Incorporated; S & S Coal Sales, Inc.; Peters Chemical Company; J. J. Powell, Inc.; Minerals International Corporation; Freeport Terminals, Inc.; American Stone Mix, Incorporated; Douglas Explosives, Inc.; Freeport Bruck Company; Central Chemical Corp.; Hoffman Industries, Inc.; Pennsylvania Agricultural Cooperative Marketing Association (PACMA); Ball-Incon Glass Packaging Corp.; Cargill, Inc.; and Goodman Brothers, Inc.;
- (2) That no right, power or privilege is granted to transport coal between or from points located within a distance of fifty (50) statute miles of the limits of the borough of Homestead, Allegheny County; or to provide service to or from the facilities of Reddinger Coal Co., Inc.; Terry Coal Sales, Inc.; and Kittanning-Freeport Coal, Inc.; and
- (3) That no right, power or privilege is granted to transport coal between points in the city of Pittsburgh, Allegheny County and within fifty (50) miles of the limits of said city and from points in said territory to points in Pennsylvania, and vice versa; or to provide service for the

following shippers: Keystone Coal Company; C & K Coal Company from its facilities in the county of Jefferson; S.S.M. Coal North America, Inc.; P & S Coal Company; I.U.E. Coal Sales Company; H. N. Hartwell & Co., Inc.; Hawley Fuels, Inc.; United Eastern Coal Sales, Inc.; Hepburnia Coal Co.; Connecticut Coal Company; and Don H. Richards Coal Company, Inc.

The now unopposed application, as amended, is certified to the Commission for its decision without oral hearing. The record consists of verified statements entered by the applicant and six supporting shippers.

Rosie Banner Amsler and Sheila A. Brocius, in a joint verified statement, set forth that they currently hold authority from the Commission having received their certificate February 9, 1989. They now operate primarily a dump truck business transporting such commodities as coal, building materials, limestone, sand, gravel, de-icing materials, anti-skid materials and cinders in western Pennsylvania. The applicant's terminal is at R.D. 1, Shippenville. The applicant owns and leases dump equipment and has a fleet of 24 vehicles. All equipment is inspected on a daily basis and is subject to a preventative maintenance program.

The applicant under the proposed amended authority, will transport coal in bulk in dump vehicles with normal service six days per week. It expects that same-day service can be provided within the amended territory.

Robert G. Groft, set forth in a statement on behalf of Manor Coal Company, that the company is a mine operator with locations in the counties of Clarion, Armstrong and Jefferson. It has an annual coal production of approximately 120,000 tons. The applicant will be used to the extent that it has trucks available. Due to the large demand for transportation in dump vehicles, many existing carriers do not have trucks available to meet this demand.

James R. Callihan, set forth in a verified statement on behalf of Colt Resources, Inc., that the company is a mine operator with locations in the counties of Clarion, Armstrong and Jefferson. It has an annual production of approximately 200,000 tons of coal. The applicant will be used to transport a portion of this annual tonnage.

Kevin L. Reichard, set forth that Reichard Contracting, Inc., mines coal in the county of Clarion with an annual production of approximately 45,000 tons. The applicant will be used to transport a portion of this tonnage to points in Pennsylvania which are east of U.S. Highway Route 15.

Gerald Pasquaiette on behalf of C & K Coal Co., set forth in a verified statement that the applicant will be used to handle a portion of the company's annual production of approximately 2,000,000 tons. Coal moves from operations in the county of Clarion to points in Pennsylvania east of U.S. Highway Route 15.

Kenneth A. Readinger set forth on behalf of T.D.K. Coal Sales, Inc., that the applicant's service is required for a portion of 100,000 tons of coal per year for movement to points in eastern Pennsylvania.

Ernest Snyder, on behalf of S.B.P. Coal Company, set forth in a verified statement that the company has coal operations in the counties of Clarion, Armstrong and Jefferson. It produces approximately 40,000 tons of coal per year. The applicant will be used to move a portion of this annual production to points in eastern Pennsylvania.

DISCUSSION AND FINDINGS

The applicant seeks to expand its authority to permit the transportation of coal from points in three western counties, Clarion, Armstrong and Jefferson, to points in eastern Pennsylvania specifically those points which are east of U.S. Highway Route 15. In order to secure the withdrawal of four protestants, the applicant has agreed to exclude service for 62 named shippers and to exclude service in a territory within 50 miles of Pittsburgh and Homestead, Allegheny County, and from that territory to points in Pennsylvania, and vice versa.

The applicant, as a currently certificated carrier, has experience in the Pennsylvania transportation industry and has equipment suitable to provide the amended service. We have no difficulty finding that the applicant possesses the technical ability and has the fitness necessary to render the proposed service, as amended.

In support of the application, the applicant has submitted six statements from supporting shippers who have coal mining operations in this territory. The six supporting shippers seek the availability of the applicant's service to aid them in meeting their transportation requirements as currently certificated carriers often cannot supply the number of dump vehicles necessary to meet demand. The statements of the six supporting shippers are adequate to determine that there is a need for this service to aid them in meeting their requirements.

Turning our attention to the restrictive amendment, we previously note, that the restrictive amendment excludes service for 62 named shippers and eliminates service in a territory comprised of a 50-mile radius of Pittsburgh and the adjoining borough of Homestead, Allegheny County, and from points within this 50-mile radius to points in Pennsylvania, and vice versa. It is our determination that this application should be granted, but that the authority to issue should be "for" the six shippers supporting the application. By issuing this authority to permit service for the six supporting shippers, the bulk of the restrictive amendment which exclude service for the 62 shippers can be eliminated. A grant of authority in this manner will state what service the applicant may provide for six shippers, rather than what the applicant may not do for 62 named shippers. The territorial restriction will remain, but will be modified to (1) eliminate vice versa as the applicant is not requesting vice versa authority, and (2) eliminate the language "coal between or from points located within a distance of fifty (50) statute miles of the borough of Homestead, Allegheny County."

Homestead is a borough just south of the city of Pittsburgh and is included in the fifty mile territory of the limits of the city of Pittsburgh which is included as a restriction in paragraph 3 of the restrictive amendment. All the Pennsylvania points when measured fifty miles from Homestead are within the fifty mile radius of the limits of Pittsburgh, so that a total duplication of excluded territory exists between paragraph 2 and paragraph 3 of the amendment, hence paragraph 2 may be eliminated.

We find:

1. The applicant has the experience, equipment and financial capacity to render the proposed service, as amended, as further modified.

2. Approval of the application to permit the applicant to provide service for the six supporting shippers will aid those shippers in meeting their transportation requirements in this territory.

3. Approval of the application, as amended, as further modified to service for the six supporting shippers is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application, as amended, as further modified, be and is hereby approved and that the certificate issued February 9, 1989, as amended, be further amended to include the following right:

To transport, as a Class D carrier, coal for Manor Coal Company; S.B.P. Coal Company; C & K Coal Company; Reichard Contracting, Inc.; Colt Resources, Inc.; and T.D.K. Coal Sales, Inc., from their mines, stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson, to points in Pennsylvania east of U.S. Highway Route 15;

subject to the following conditions:

- (1) That no right, power or privilege is granted to provide transportation between points in the city of Pittsburgh, Allegheny County, and within fifty (50) miles of the limits of the said city, and from points in the said territory, to points in Pennsylvania.
- (2) That no right, power or privilege is granted to provide service for C & K Coal Company from its facilities in the county of Jefferson.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until they shall have complied with the requirements of the Public Utility Code and the rules and regulations of the Commission relating to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event the applicant has not, on or before sixty (60) days from the date of the service of the order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", written over a circular stamp or seal.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: August 16, 1990

ORDER ENTERED: AUG 27 1990

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held June 14, 1990

Commissioners Present:

Bill Shane, Chairman
William H. Smith, Vice-Chairman
Joseph Rhodes, Jr.
Frank Fischl
David W. Rolka

Application of Rosie Banner Amsler and Sheila A. Brocious, copartners, t/d/b/a Marianne Industries, for the transfer of all of the operating rights of Richard W. Rupert and Donald H. Rupert (deceased), copartners, under the certificate issued at A-00104520 subject to the same limitations and conditions.

A-00108377
F. 1
Am-C

Vuono, Lavelle & Gray, by William J. Lavelle, for the applicant.
John L. Sheaffer, III, for the protestant, W.H. Johns, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed April 23, 1990. Public notice of the application was given in the Pennsylvania Bulletin of May 19, 1990. One protest was filed but withdrawn without restrictive amendment upon reconsideration of the protestant's interest.

Rosie Banner Amsler and Sheila A. Brocious, are copartners, trading under the properly registered fictitious name "Marianne Industries" (Marianne or applicant). Marianne was initially certificated in 1989 and presently operates under paragraphs of authority. A fleet of twenty-three tractors, twenty-six trailers and four straight trucks are available to perform the additional service. As evidence of its financial capacity, Marianne reports assets of \$343,179, with liabilities of \$158,298, leaving a net worth of \$184,881.

Presently, two orders to show cause are pending against the transferor. The first, adopted January 15, 1988, was issued to investigate the transferor's lack of revenue for the years 1984, 1985 and 1986. The second, adopted February 8, 1990, alleged failure to maintain proper insurance. Since the rights involved are now to be transferred, it would serve no useful public purpose to continue these actions. Upon compliance with the conditions of this order, the orders to show cause will be dismissed.

The total consideration for the rights is \$12,500. No tangible assets are involved. The sales agreement requires the consideration to be paid as follows: \$2,500 at the execution of the sales agreement, \$5,000 at closing after approval of this transfer and the balance within ninety days of the closing.

A review of the record before us indicates that the applicant possesses the requisite experience, equipment and financial capacity to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re: Byerly, 440 Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947). Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is fit, willing and able to provide the service proposed.
2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that the certificate of public convenience issued on February 9, 1989, as amended, be further amended to include the following rights:

1. To transport, as a Class D carrier, bottles, containers, caps, broken glass, cullet, supplies and materials for the Owens-Illinois Glass Company from its place of business in the borough of Clarion, Clarion County, to points in Pennsylvania, and vice versa.
2. To transport, as a Class D carrier, prefabricated homes and components, furnishings and fixtures of prefabricated homes for Imperial Homes, Inc., from points in the county of Clarion to points in Pennsylvania, and the return of refused, rejected and damaged shipments of prefabricated homes.

3. To transport, as a Class D carrier, raw materials used or useful in the construction and manufacture of pre-fabricated homes for Imperial Homes, Inc., from points in Pennsylvania to points in the county of Clarion.
4. To transport, as a Class D carrier, corrugated fibreboard and pulpboard boxes, containers, sheets and partitions; and supplies and materials used in the manufacturing and distribution of fibreboard and pulpboard boxes and containers from the city of Bradford, McKean County, and points within one (1) mile of the limits of said borough to points in Pennsylvania (except Elk, Potter and Cameron Counties), and vice versa.
5. To transport, as a Class D carrier, milk from farms in the township of Annin, Liberty, Keating and Eldred to milk plants in the borough of Port Allegany, McKean County.
6. To transport, as a Class B carrier, livestock, farm products and supplies between points in the townships of Annin, Liberty, Keating and Eldred, McKean County.
7. To transport, as a Class D carrier, livestock and farm products and supplies from points in the township of Annin, Liberty, Keating and Eldred, McKean County, to points in the borough of Port Allegany, McKean County, and vice versa.
8. To transport, as a Class D carrier, methonal from chemical plants in Barnes, Warren County, Crosby and Coryville, McKean County, Coneville and Genesee, Potter County, Morris, Tioga County, and Port Allegany, McKean County, to the borough of Smethport, McKean County.
9. To transport, as a Class D carrier, anti-freeze from the borough of Smethport, McKean County, to the city of Bradford, McKean County, and boroughs of Coudersport, Potter County, Kane and Mount Jewett, McKean County, and Warren, Warren County.
10. To transport, as a Class D carrier, acetate from the village of Coneville, Potter County, to other points in Pennsylvania, and vice versa.
11. To transport, as a Class D carrier, building materials, such as are usually transported in dump trucks, between points in the counties of Potter and McKean, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.

12. To transport, as a Class B carrier, property between points in the borough of Port Allegany, McKean County.
13. To transport, as a Class D carrier, property from points in the borough of Port Allegany, McKean County, to points within twenty (20) miles by the usually traveled highways of the limits of said borough, and vice versa.
14. To transport, as a Class D carrier, household goods, furniture, manufactured wood products, toys, dolls, glass bottles, glass block, glass insulation material and glass products of all kinds, and raw materials used in the manufacture thereof, tanning extracts, solvents and other materials used in processing and tanning of leather between points in the borough of Port Allegany, McKean County, and within twenty (20) miles by the usually traveled highways of the limits of said borough and from points in said area to points in Pennsylvania, and vice versa;

with right No. 14 subject to the following condition:

That no right, power or privilege is granted to transport liquid in bulk in tank trucks from points in the borough of Port Allegany, McKean County, and within twenty (20) miles of the limits of said borough to points in Pennsylvania, and vice versa.

15. To transport, as a Class D carrier, glass containers, caps, covers, disks and tops therefor, fibreboard boxes and wooden containers, between points in the township of Paint, Clarion County, and from points in the said township of Paint to points in Pennsylvania, and vice versa; excluding the right to render any service to or from the facilities of Knox Glass, Inc., in the boroughs of Knox, Clarion County, Kane, McKean County, and Parker, Armstrong County, and the villages of Marienville, Jenks Township, Forest County, and Sheffield, Sheffield Township, Warren County.
16. To transport, as a Class D carrier, insulating material and materials and supplies used in the manufacture, distribution and installation of insulating material (except commodities in bulk in tank vehicles) between points in the borough of Port Allegany, McKean County and within twenty (20) miles by the usually traveled highways of the limits of said borough and from points in the said borough and territory to points in Pennsylvania, and vice versa.

17. To transport, as a Class D carrier, fibreboard cans and metal ends therefore, and materials and supplies used in the manufacture or distribution of fibreboard cans and metal ends therefore, from the plant site and warehouse facilities of Boise Cascade Corporation located in Oil City, Venango County and within ten (10) statute miles of the limits of said city, to points in Pennsylvania, and vice versa;

with right No. 17 subject to the following condition:

- (a) So as to exclude the transportation of commodities in bulk in tank vehicles or in hopper-type vehicles.
18. To transport, as a Class D carrier, fiberboard and pulp-board boxes, sheets and containers, from the facilities of Owens-Illinois, Inc., located in the township of Bristol, Bucks County, to points in Pennsylvania on and west of U.S. Highway 220.
 19. To transport, as a Class D carrier, glass containers and closures therefor and fibreboard boxes, from the facilities of Glass Containers Corporation located in the borough of Knox, Clarion County; the borough of Marienville, Forest County; and the borough of Parker, Armstrong County, to points in Pennsylvania on and west of U.S. Highway 15, and vice versa.
 20. To transport, as a Class D carrier, property between the facilities of Owens-Illinois, Inc., and from those facilities to points in Pennsylvania and vice versa;

with right No. 20 subject to the following condition:

That no right, power or privilege is granted to transport household goods or commodities in bulk.

21. To transport, as a Class D carrier, property, for Boise Cascade Corporation, between points in Pennsylvania;

with right No. 21 subject to the following conditions:

- (a) That no right, power or privilege is granted to transport commodities in bulk.
- (b) That no right, power or privilege is granted to transport household goods;
- (c) That no right, power or privilege is granted to transport property, which, because of its size or weight, requires the use of special equipment, such as low-bed, drop-frame trailers and winch trucks.

- (d) That no right, power or privilege is granted to provide service between points in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia.

subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the \$12,500 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.
4. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
5. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.

6. That the certificate/permit holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under 66 PA C.S.A. §1102(a)(3).

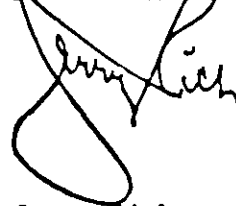
IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That, upon compliance with the conditions set forth above, the orders to show cause issued against the transferrer on January 15, 1988, and February 8, 1990, at A-00104520 and A-00104520C901, be and are hereby dismissed.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor Richard W. Rupert and Donald E. Rupert (deceased), copartners, at A-00104520 be cancelled and the record be marked closed.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: June 14, 1990

ORDER ENTERED: JUN 26 1990

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held March 6, 1991

Commissioners Present:

William H. Smith, Chairman
Joseph Rhodes, Jr., Vice-Chairman
Frank Fischl, Commissioner
Wendell F. Holland, Commissioner
David W. Rolka, Commissioner

Application of Rosie Banner Amsler and Sheila A. Brocious, Copartners, t/d/b/a Marianne Industries, for amendment to their common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, coal, from mines and stripping operations in the county of Clarion, to points within an airline distance of one hundred (100) statute miles of the point of origin: SO AS TO PERMIT the transportation of property (except household goods and office furniture, in use), for Rosie Banner Amsler and Sheila A. Brocious, t/d/b/a Marianne Industries and Marianne Industries, Inc., between points in Pennsylvania.

A-00108377
F. 1
Am-D

Vuono, Lavelle & Gray, by William J. Lavelle, for the applicant.
Peter G. Loftus for the protestant, Seaboard Tank Lines, Inc.
Pillar and Mulroy, P.C., by John A. Pillar, for the protestants, William P. Mauthe, t/d/b/a DGB Trucking, Wayne W. Sell Corp., and McCleary-Christie Trucking, Inc.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed April 23, 1990. Public notice of the application was given in the Pennsylvania Bulletin of May 19, 1990. Four protests were filed but withdrawn contingent upon the Commission's acceptance of a restrictive amendment,

restricting movements to those moving into and out of the shippers' Clarion County facilities and eliminating the right to transport petroleum products. The now unprotested application is certified to the Commission for its decision without oral hearing. The record consists of verified statements filed by the applicant and two supporting shippers.

Rosie Banner Amsler and Sheila A. Brocious, are copartners, operating under the properly registered fictitious designation "Marianne Industries" (Marianne Partnership or applicant). The Marianne Partnership was initially certificated as a common carrier in 1989 and currently operates under thirty-two paragraphs of authority. Business is conducted from a facility located on a four acre site in Shippenville, Clarion County, which has an office, garage, and warehouse. A fleet of two dump trucks, twenty-seven tractors, two flatbed trailers and twenty-four dump trailers is available to perform the proposed service. A comprehensive safety program for drivers and equipment is presently in operation. As evidence of its financial capacity to assume the burden of the additional proposed operation, the Marianne Partnership reports assets of \$343,179, with liabilities of \$158,298, leaving a net worth of \$184,881.

Sheila A. Brocious, a partner in the applicant, submitted a verified statement in support of the application for the Marianne Partnership in its role as a shipper. In addition to its common carrier business, the Marianne Partnership also deals in sand, gravel, stone, coal, and other similar bulk commodities and it is a recycler of such materials as glass, aluminum, steel and paper. Shipments move into and out of the Marianne Partnership's Shippenville facility on a daily basis. Potentially, suppliers and customers are located throughout the state. The purpose of this application is to allow the applicant to use vehicles dedicated to common carriage in its private carriage operations. Under our recent reinterpretation of Makovsky Bros. v. Pa. P.U.C., 55 Pa. Commw. Ct. 435 (1980), we declared that common carriers may use vehicles dedicated to common carrier service to transport their own property, to the extent of their certificate's geographical area and commodity restrictions. Application of Gene Fuller Homes, Inc., A-00108928 (Order adopted August 2, 1990) (granting petition for reconsideration and amending order adopted May 10, 1990). Unlike Fuller, which sought to use its common carrier vehicles within the commodity and geographical area restrictions of its certificate, the applicant seeks to go beyond its current certificate rights by transporting property (subject to certain restrictions) from its facilities to points in Pennsylvania, and vice versa. While the applicant may perform some of the proposed service under its present authority, approval of this application will allow it the maximum of operating flexibility based on the record before us and will remove any questions as to commodities that may be transported or geographical area that may be served.

Gerald D. Brocious, traffic manager for Marianne Industries, Inc. (Marianne Corporation), submitted a verified statement in support of the application. The Marianne Corporation is a broker-dealer of various bulk commodities, such as sand, gravel, limestone, stone, cinders, cullet and coal. It purchases these commodities from mines, warehouses, recycling operations and manufacturing companies. The commodities are stored at

facilities in Clarion County and shipped to such distant points as Pittsburgh, Allentown and York in addition to local customers in northwest Pennsylvania. Approximately eight truckloads are moved per day.

After a complete review of the application before us, we find:

1. That the applicant has shown that there is a public need for the proposed service, as amended.
2. That the applicant possesses the necessary equipment, experience, and financial capacity to perform the proposed service, as amended.
3. That approval of the application, as amended, is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application, as amended, be and is hereby approved and that the certificate issued to the applicant on February 9, 1989, as amended, be further amended to include the following right:

To transport, as a Class D carrier, property for Rosie Banner Amsler and Sheila A. Brocious, t/d/b/a Marianne Industries and Marianne Industries, Inc., from their facilities located in the county of Clarion, to points in Pennsylvania, and vice versa.

subject to the following conditions:

- (a) That no right, power or privilege is granted to transport household goods and office furniture in use.
- (b) That no right, power or privilege is granted to transport petroleum, and petroleum products in bulk, or dry litharge in bulk.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That the authority granted herein to the extent that it duplicates authority now held by or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", written over the printed text "BY THE COMMISSION,".

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: March 6, 1991

ORDER ENTERED: MAR 6 1991

EXHIBIT 12-4

MARIANNE INDUSTRIES, INC.
BALANCE SHEET
CASH BASIS
DECEMBER 31, 1990

ASSETS

CASH		
In Bank and On Hand		\$ 4,412.
PROPERTY AND EQUIPMENT		
Equipment & Vehicles	\$ 212,453.	
Less: Accumulated Depreciation	<u>129,430.</u>	
Total Property & Equipment		<u>83,023.</u>
TOTAL ASSETS		<u>\$ 87,435.</u>

LIABILITIES AND EQUITY

CURRENT LIABILITIES		
Payroll & Withholding Taxes	\$ 2,298.	
Total Current Liabilities		\$ 2,298.
LONG-TERM DEBT		
Loans Payable		<u>83,427.</u>
		85,725.
STOCKHOLDERS' EQUITY		
Capital Stock	\$ 20.	
Paid in Capital	<u>11,534.</u>	
		11,554.
Retained Earnings (Loss)		<u>(9,844.)</u>
Total Stockholders' Equity		<u>1,710.</u>
TOTAL LIABILITIES AND EQUITY		<u>\$ 87,435.</u>

SEE ACCOUNTANTS' COMPILATION REPORT
THE ACCOMPANYING NOTES ARE INTEGRAL TO THE FINANCIAL STATEMENTS

MARIANNE INDUSTRIES, INC.
STATEMENT OF INCOME
CASH BASIS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 1990

REVENUE			
Sales		\$ 2,359,719.	
Gain on Sale of Assets		1,375.	
Rental Income		<u>7,495.</u>	
			\$ 2,368,589.
EXPENSES			
Hired Vehicles		1,868,149.	
Hospitalization Insurance		31,847.	
Parts and Repairs		35,095.	
Postage		2,089.	
Salaries and Wages		139,633.	
Office Supplies and Expense		8,362.	
Fuel, Oil and Grease		47,119.	
Legal and Accounting		11,180.	
Insurance		38,622.	
Telephone		14,528.	
Fuel Permits		29,702.	
Rent		7,938.	
Subscriptions		1,420.	
Fees		9,732.	
Interest		13,335.	
Miscellaneous		1,662.	
License/Highway Use Tax		275.	
Tires		5,036.	
Entertainment		441.	
Lodging and Tolls		2,277.	
Payroll Taxes		14,854.	
Depreciation		74,963.	
Corporate Taxes		<u>11.</u>	
			<u>2,358,270.</u>
NET INCOME			\$ <u>10,319.</u>

SEE ACCOUNTANTS' COMPILATION REPORT
 THE ACCOMPANYING NOTES ARE INTEGRAL TO THE FINANCIAL STATEMENTS

APPLICATION OF
MARIANNE INDUSTRIES, INC.

EXHIBIT 12-5

Statement of Unpaid Business Debts of Transferor
and How They Will Be Satisfied

Transferor will pay all of its unpaid business debts out of current income, current assets, or, if necessary, from the proceeds of this transaction.

APPLICATION OF
MARIANNE INDUSTRIES, INC.

EXHIBIT 12-6

Statement of Safety Program

The Applicant maintains a safety program which includes careful selection and training of drivers. All of its equipment is inspected daily by the drivers and equipment deficiencies are immediately reported and corrected. It actively conducts a preventive maintenance program at its terminal in Shippenville. Each piece of equipment is periodically put through a complete check and any problems are corrected. All maintenance is performed by the Applicant's well-trained mechanics.

The drivers, mechanics and other personnel are kept advised of all pertinent transportation regulations. Every effort is made to maintain compliance with those regulations. The Applicant holds periodic safety meetings at which it reviews its employees' compliance records, applicable safety regulations and other related matters. Periodically, the Applicant spot checks its drivers and maintains a record of their vehicle operations. The Applicant has an excellent safety record and will continue to do everything possible to maintain that record in the future.

APPLICATION OF
MARIANNE INDUSTRIES, INC.

EXHIBIT 12-7

Statement of Transferee's Experience

Marianne Industries, Inc. has held motor carrier operating authority from the Interstate Commerce Commission since January 25, 1989. Prior to that date the interstate operating authority was in the name of the partnership which is the Transferor in this proceeding. The Transferor partnership obtained its first Pennsylvania intrastate operating authority from the Commission on November 23, 1988. The partners and the principals of the Applicant have therefore been directly involved in intrastate and interstate trucking operations for at least two and one-half years. Prior to that time they and other employees of the respective companies were involved in motor carrier operations with other regulated companies. They have considerable experience in the motor carrier industry.

As a result of the transfer of the operating authority in this proceeding, there will be no material change in the operations conducted. The partners of the Transferor are the President and Secretary-Treasurer of the Applicant. They are also the directors of the corporation and each own 50% of the outstanding stock of the company. All other personnel involved in transportation activities with the Transferor will continue to perform their functions in the future with the Applicant. As a result, the transfer of the operating authority will not involve any change in service to the public.

Commonwealth of Pennsylvania

Department of State



CERTIFICATE OF INCORPORATION

Office of the Secretary of the Commonwealth
To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Laws of the Commonwealth, the Secretary of the Commonwealth is authorized and required to issue a "Certificate of Incorporation" evidencing the incorporation of an entity.

Whereas, The stipulations and conditions of the Law have been fully complied with by

MARIANNE INDUSTRIES, INC.

Therefore, Know Ye, That subject to the Constitution of this Commonwealth, and under the authority of the Laws thereof, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, declare and certify the creation, erection and incorporation of the above in deed and in law by the name chosen hereinbefore specified.

Such corporation shall have and enjoy and shall be subject to all the powers, duties, requirements, and restrictions, specified and enjoined in and by the applicable laws of this Commonwealth.

Given under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 15th day of July in the year of our Lord one thousand nine hundred and eighty-eight and of the Commonwealth the two hundred thirteenth



James J. Hoyt
Secretary of the Commonwealth

1045226

APPLICATION OF
MARIANNE INDUSTRIES, INC.

EXHIBIT 12-9

Statement of Corporate Charter Purpose

The corporation is formed for the purpose of conducting lawful activities. The corporation shall have unlimited power to engage in and to do any lawful act concerning any and all lawful business for which corporations may be incorporated under this Act. (The corporation was formed in 1988 under the Business Corporation Law of Pennsylvania approved the 5th day of May, 1933, P.L. 364, as amended.)

APPLICATION OF
MARIANNE INDUSTRIES, INC.

EXHIBIT 12-10

List of Corporate Officers and Stockholders

Officers

<u>Name</u>	<u>Title</u>
Rosie B. Amsler	President
Sheila A. Brocious	Secretary/Treasurer

Stockholders

<u>Name</u>	<u>No. of Shares</u>
Rosie B. Amsler	10
Sheila A. Brocious	10



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

June 14, 1991

IN REPLY PLEASE
REFER TO OUR FILE

William J. Lavelle
Attorney at Law
2310 Grant Building
Pittsburgh, PA 15219

In re: A-00109648, F. 2 - Application of Marianne Industries, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Marianne Industries, Inc. for the rights of Rosie Banner Amsler and Sheila A. Brocious, Copartners, t/d/b/a MaryAnne Industries.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before July 8, 1991. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Rosie Banner Amsler and Sheila A. Brocious, Copartners, t/d/b/a MaryAnne Industries will continue to render the service covered by its certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

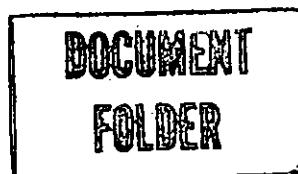
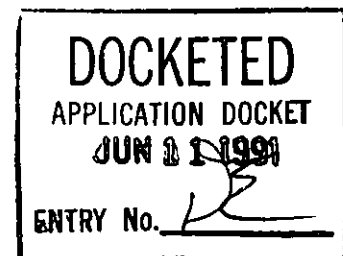
You are further advised that the above application will be published in the Pennsylvania Bulletin of June 15, 1991.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:rs

cc: Applicant
P.O. Box 300
Shippenville, PA 16254



A-00109648, Folder 2 MARIANNE INDUSTRIES, INC. (P.O. Box 300, Shippenville, Clarion County, PA 16254), a corporation of the Commonwealth of Pennsylvania - (1) coal, from mines and stripping operations in the county of Clarion to points within an airline distance of one hundred (100) statute miles of the point of origin; (2) building materials and limestone between points in the counties of Clarion, Armstrong and Jefferson, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination, excluding the transportation of brick and clay products to, from or between points in the counties of Jefferson and Clarion; (3) sand and gravel, in dump vehicles, between points in the borough of Tionesta, Forest County, and from points in the said borough to points within seventy-five (75) miles of the limits of said borough; (4) limestone, in dump vehicles, from points in the townships of Perry and Richland, Clarion County, the townships of Hovey and East Franklin, Armstrong County, and the township of Mercer, Butler County, to points within an airline distance of seventy-five (75) statute miles of the point of origin, excluding steel mills and foundries as destination points; (5) sand, gravel, deicing materials, excluding salt and calcium chloride, in dump vehicles, from points in the townships of Perry and Richland, Clarion County, the townships of Hovey and East Franklin, Armstrong County, and the township of Mercer, Butler County, to points within an airline distance of seventy-five (75) statute miles of the point of origin, excluding points in the counties of Allegheny and Beaver; (6) coal from mines and stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson to points in Pennsylvania, no haul to exceed an airline distance of one hundred twenty (120) statute miles from point of origin to point of destination; (7) coal from the facilities of the Lucas Coal Company in the counties of Mercer and Butler, to points in Pennsylvania, no haul to exceed an airline distance of one hundred twenty (120) statute miles from point of origin to point of destination; with Right No. 7 subject to the following condition: That no right, power or privilege is granted to render service to points in the counties of Allegheny, Clearfield and Indiana, or points east of U.S. Highway Route 219; (8) sand, gravel, deicing materials, defrosting materials and anti-skid materials, excluding salt and calcium chloride, in dump vehicles, from points in the counties of Forest, Warren, Crawford and Venango to points within an airline distance of fifty (50) statute miles of the point of origin, excluding service to points in the city of Erie, Erie County, or points in the counties of Allegheny or Beaver; (9) cinders, in dump vehicles, from points in the counties of Armstrong, Allegheny and Indiana, to points in the counties of Armstrong, Butler, Clarion, Clearfield, Crawford, Elk, Forest, Indiana, Jefferson, Venango and Warren; (10) coal for C & K Coal Company, W. P. Stahlman Coal Company, Cambria Coal Company, Sharon Coal Company, Vantage Coal Company, GRC Mining and GRC Coal Company: (a) From the facilities of the above-named shippers in the counties of Butler, Mercer and Venango to points in Clarion County; and (b) From Reade, White, Chest, Dean, Clearfield, Eldred Township, Cambria County, to Fallentimber, Cambria County; (11) coal for Manor Coal Company; S.B.P. Coal Company; C & K Coal Company; Reichard Contracting, Inc.; Colt Resources, Inc.; and T.D.K. Coal Sales, Inc., from their mines, stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson, to points in Pennsylvania east of U.S. Highway Route 15; with Right No. 11 subject to the following conditions: (1) That no right, power or privilege is granted to provide transportation between points

in the city of Pittsburgh, Allegheny County, and within fifty (50) miles of the limits of said city, and from points in the said territory, to points in Pennsylvania; and (2) That no right, power or privilege is granted to provide service for C & K Coal Company from its facilities in the county of Jefferson; (12) bottles, containers, caps, broken glass, cullet, supplies and materials for the Owens-Illinois Glass Company from its place of business in the borough of Clarion, Clarion County, to points in Pennsylvania, and vice versa; (13) prefabricated homes and components, furnishings and fixtures of prefabricated homes for Imperial Homes, Inc., from points in the county of Clarion to points in Pennsylvania, and the return of refused, rejected and damaged shipments of prefabricated homes; (14) raw materials used or useful in the construction and manufacture of prefabricated homes for Imperial Homes, Inc., from points in Pennsylvania to points in the county of Clarion; (15) corrugated fiberboard and pulpboard boxes, containers, sheets and partitions; and supplies and materials used in the manufacture and distribution of fiberboard and pulpboard boxes and containers from the city of Bradford, McKean County, and points within one (1) mile of the limits of said borough to points in Pennsylvania (except Elk, Potter and Cameron Counties), and vice versa; (16) milk from farms in the townships of Annin, Liberty, Keating and Eldred to milk plants in the borough of Port Allegany, McKean County; (17) as a Class B carrier, livestock, farm products and supplies between points in the townships of Annin, Liberty, Keating and Eldred, McKean County; (18) livestock and farm products and supplies from points in the townships of Annin, Liberty, Keating and Eldred, McKean County, to points in the borough of Port Allegany, McKean County, and vice versa; (19) methanol from chemical plants in Barnes, Warren County, Crosby and Corryville, McKean County, Coneville and Genesee, Potter County, Morris, Tioga County, and Port Allegany, McKean County, to the borough of Smethport, McKean County; (20) anti-freeze from the borough of Smethport, McKean County, to the city of Bradford, McKean County, and the boroughs of Coudersport, Potter County, Kane and Mount Jewett, McKean County, and Warren, Warren County; (21) acetate from the village of Coneville, Potter County, to other points in Pennsylvania, and vice versa; (22) building materials, such as are usually transported in dump trucks, between points in the counties of Potter and McKean, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; (23) as a Class B carrier, property between points in the borough of Port Allegany, McKean County; (24) property from points in the borough of Port Allegany, McKean County, to points within twenty (20) miles by the usually traveled highways of the limits of said borough, and vice versa; (25) household goods, furniture, manufactured wood products, toys, dolls, glass bottles, glass block, glass insulation material and glass products of all kinds, and raw materials used in the manufacture thereof, canning extracts, solvents and other materials used in the processing and tanning of leather between points in the borough of Port Allegany, McKean County, and within twenty (20) miles by the usually traveled highways of the limits of said borough and from points in said area to points in Pennsylvania, and vice versa; with Right No. 25 subject to the following condition: That no right, power or privilege is granted to transport liquid in bulk in tank trucks from points in the borough of Port Allegany, McKean County, and within twenty (20) miles of the limits of said borough to points in Pennsylvania, and vice versa; (26) glass containers, caps, covers, disks and tops therefor, fiberboard boxes and

wooden containers, between points in the township of Paint, Clarion County, and from points in the said township of Paint to points in Pennsylvania, and vice versa; excluding the right to render any service to or from the facilities of Knox Glass, Inc., in the boroughs of Knox, Clarion County, Kane, McKean County, and Parker, Armstrong County, and the villages of Marienville, Jenks Township, Forest County, and Sheffield, Sheffield Township, Warren County; (27) insulating material and materials and supplies used in the manufacture, distribution and installation of installation materials (except commodities in bulk in tank vehicles) between points in the borough of Port Allegany, McKean County, and within twenty (20) miles by the usually traveled highways of the limits of said borough and from points in the said borough and territory to points in Pennsylvania, and vice versa; (28) fiberboard cans and metal ends therefore, and materials and supplies used in the manufacture or distribution of fiberboard cans and metal ends therefore, from the plant site and warehouse facilities of Boise Cascade Corporation located in Oil City, Venango County and within ten (10) statute miles of the limits of said city, to points in Pennsylvania, and vice versa; with Right No. 28 subject to the following condition: So as to exclude the transportation of commodities in bulk in tank vehicles or in hopper-type vehicles; (29) fiberboard and pulpboard boxes, sheets and containers, from the facilities of Owens-Illinois, Inc., located in the township of Bristol, Bucks County, to points in Pennsylvania on and west of U.S. Highway 220; (30) glass containers and closures therefore and fiberboard boxes, from the facilities of Glass Containers Corporation located in the borough of Knox, Clarion County; the borough of Marienville, Forest County; and the borough of Parker, Armstrong County, to points in Pennsylvania on and west of U.S. Highway 15, and vice versa; (31) property between the facilities of Owens-Illinois, Inc., and from those facilities to points in Pennsylvania and vice versa; with Right No. 31 subject to the following condition: That no right, power or privilege is granted to transport household goods or commodities in bulk; (32) property, for Boise Cascade Corporation, between points in Pennsylvania; with Right No. 32 subject to the following conditions: That no right, power or privilege is granted to transport commodities in bulk; That no right, power or privilege is granted to transport household goods; That no right, power or privilege is granted to transport property, which, because of its size or weight, requires the use of special equipment, such as low-bed, drop-frame trailers and winch trucks; and That no right, power or privilege is granted to provide service between points in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia; and (33) property for Rosie Banner Amsler and Sheila A. Brocious, t/d/b/a Marianne Industries and Marianne Industries, Inc., from their facilities located in the county of Clarion, to points in Pennsylvania, and vice versa; subject to the following conditions: (a) That no right, power or privilege is granted to transport household goods and office furniture in use; and (b) That no right, power or privilege is granted to transport petroleum and petroleum products in bulk, or dry litharge in bulk; which is to be a transfer of the rights authorized under the certificate issued at A-00108377 to Rosie Banner Amsler and Sheila A. Brocious, Copartners, t/d/b/a Marianne Industries, subject to the same limitations and conditions. Attorney: William J. Lavelle, 2310 Grant Building, Pittsburgh, PA 15219.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

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Published in Pennsylvania Bulletin

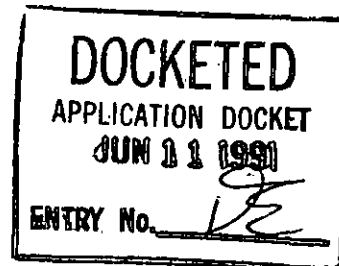
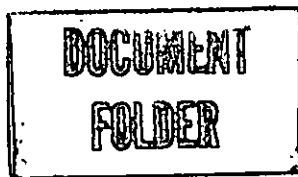
JUN 15 1991

BUREAU OF TRANSPORTATION
COMMON CARRIER
JUNE 1991

A-00109648
F. 2

Application of Marianne Industries, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, (1) coal, from mines and stripping operations in the county of Clarion to points within an airline distance of one hundred (100) statute miles of the point of origin; (2) building materials and limestone between points in the counties of Clarion, Armstrong and Jefferson, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination, excluding the transportation of brick and clay products to, from or between points in the counties of Jefferson and Clarion; (3) sand and gravel, in dump vehicles, between points in the borough of Tionesta, Forest County, and from points in the said borough to points within seventy-five (75) miles of the limits of said borough; (4) limestone, in dump vehicles, from points in the townships of Perry and Richland, Clarion County, the townships of Hovey and East Franklin, Armstrong County, and the township of Mercer, Butler County, to points within an airline distance of seventy-five (75) statute miles of the point of origin, excluding steel mills and foundries as destination points; (5) sand, gravel, deicing materials, excluding salt and calcium chloride, in dump vehicles, from points in the townships of Perry and Richland, Clarion County, the townships of Hovey and East Franklin, Armstrong County, and the township of Mercer, Butler County, to points within an airline distance of seventy-five (75) statute miles of the point of origin, excluding points in the counties of Allegheny and Beaver; (6) coal from mines and stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson to points in Pennsylvania, no haul to exceed an airline distance of one hundred twenty (120) statute miles from point of origin to point of destination; (7) coal from the facilities of the Lucas Coal Company in the counties of Mercer and Butler, to points in Pennsylvania, no haul to exceed an airline distance of one hundred twenty (120) statute miles from point of origin to point of destination; with Right No. 7 subject to the following condition: That no right, power or privilege is granted to render service to points in the counties of Allegheny, Clearfield and Indiana, or points east of U.S. Highway Route 219; (8) sand,

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gravel, deicing materials, defrosting materials and anti-skid materials, excluding salt and calcium chloride, in dump vehicles, from points in the counties of Forest, Warren, Crawford and Venango to points within an airline distance of fifty (50) statute miles of the point of origin, excluding service to points in the city of Erie, Erie County, or points in the counties of Allegheny or Beaver; (9) cinders, in dump vehicles, from points in the counties of Armstrong, Allegheny and Indiana, to points in the counties of Armstrong, Butler, Clarion, Clearfield, Crawford, Elk, Forest, Indiana, Jefferson, Venango and Warren; (10) coal for C & K Coal Company, W. P. Stahlman Coal Company, Cambria Coal Company, Sharon Coal Company, Vantage Coal Company, GRC Mining and GRC Coal Company: (a) From the facilities of the above-named shippers in the counties of Butler, Mercer and Venango to points in Clarion County; and (b) From Reade, White, Chest, Dean, Clearfield, Eldred Township, Cambria County, to Fallentimber, Cambria County; (11) coal for Manor Coal Company; S.B.P. Coal Company; C & K Coal Company; Reichard Contracting, Inc.; Colt Resources, Inc.; and T.D.K. Coal Sales, Inc., from their mines, stripping operations and tipples in the counties of Clarion, Armstrong and Jefferson, to points in Pennsylvania east of U.S. Highway Route 15; with Right No. 11 subject to the following conditions: (1) That no right, power or privilege is granted to provide transportation between points in the city of Pittsburgh, Allegheny County, and within fifty (50) miles of the limits of said city, and from points in the said territory, to points in Pennsylvania; and (2) That no right, power or privilege is granted to provide service for C & K Coal Company from its facilities in the county of Jefferson; (12) bottles, containers, caps, broken glass, cullet, supplies and materials for the Owens-Illinois Glass Company from its place of business in the borough of Clarion, Clarion County, to points in Pennsylvania, and vice versa; (13) prefabricated homes and components, furnishings and fixtures of prefabricated homes for Imperial Homes, Inc., from points in the county of Clarion to points in Pennsylvania, and the return of refused, rejected and damaged shipments of prefabricated homes; (14) raw materials used or useful in the construction and manufacture of prefabricated homes for Imperial Homes, Inc., from points in Pennsylvania to points in the county of Clarion; (15) corrugated fiberboard and pulpboard boxes, containers, sheets and partitions; and supplies and materials used in the manufacture and distribution of fiberboard and pulpboard boxes and containers from the city of Bradford, McKean County, and points within one (1) mile of the limits of said borough to points in Pennsylvania (except Elk, Potter and Cameron Counties), and vice versa; (16) milk from farms in the townships of Annin,

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Liberty, Keating and Eldred to milk plants in the borough of Port Allegany, McKean County; (17) as a Class B carrier, livestock, farm products and supplies between points in the townships of Annin, Liberty, Keating and Eldred, McKean County; (18) livestock and farm products and supplies from points in the townships of Annin, Liberty, Keating and Eldred, McKean County, to points in the borough of Port Allegany, McKean County, and vice versa; (19) methanol from chemical plants in Barnes, Warren County, Crosby and Corryville, McKean County, Coneville and Genesee, Potter County, Morris, Tioga County, and Port Allegany, McKean County, to the borough of Smethport, McKean County; (20) anti-freeze from the borough of Smethport, McKean County, to the city of Bradford, McKean County, and the boroughs of Coudersport, Potter County, Kane and Mount Jewett, McKean County, and Warren, Warren County; (21) acetate from the village of Coneville, Potter County, to other points in Pennsylvania, and vice versa; (22) building materials, such as are usually transported in dump trucks, between points in the counties of Potter and McKean, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; (23) as a Class B carrier, property between points in the borough of Port Allegany, McKean County; (24) property from points in the borough of Port Allegany, McKean County, to points within twenty (20) miles by the usually traveled highways of the limits of said borough, and vice versa; (25) household goods, furniture, manufactured wood products, toys, dolls, glass bottles, glass block, glass insulation material and glass products of all kinds, and raw materials used in the manufacture thereof, canning extracts, solvents and other materials used in the processing and tanning of leather between points in the borough of Port Allegany, McKean County, and within twenty (20) miles by the usually traveled highways of the limits of said borough and from points in said area to points in Pennsylvania, and vice versa; with Right No. 25 subject to the following condition: That no right, power or privilege is granted to transport liquid in bulk in tank trucks from points in the borough of Port Allegany, McKean County, and within twenty (20) miles of the limits of said borough to points in Pennsylvania, and vice versa; (26) glass containers, caps, covers, disks and tops therefor, fiberboard boxes and wooden containers, between points in the township of Paint, Clarion County, and from points in the said township of Paint to points in Pennsylvania, and vice versa; excluding the right to render any service to or from the facilities of Knox Glass, Inc., in the boroughs of Knox, Clarion County, Kane, McKean County, and Parker, Armstrong County, and the villages of Marienville, Jenks Township, Forest County, and Sheffield, Sheffield

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Township, Warren County; (27) insulating material and materials and supplies used in the manufacture, distribution and installation of installation materials (except commodities in bulk in tank vehicles) between points in the borough of Port Allegany, McKean County, and within twenty (20) miles by the usually traveled highways of the limits of said borough and from points in the said borough and territory to points in Pennsylvania, and vice versa; (28) fiberboard cans and metal ends therefore, and materials and supplies used in the manufacture or distribution of fiberboard cans and metal ends therefore, from the plant site and warehouse facilities of Boise Cascade Corporation located in Oil City, Venango County and within ten (10) statute miles of the limits of said city, to points in Pennsylvania, and vice versa; with Right No. 28 subject to the following condition: So as to exclude the transportation of commodities in bulk in tank vehicles or in hopper-type vehicles; (29) fiberboard and pulpboard boxes, sheets and containers, from the facilities of Owens-Illinois, Inc., located in the township of Bristol, Bucks County, to points in Pennsylvania on and west of U.S. Highway 220; (30) glass containers and closures therefore and fiberboard boxes, from the facilities of Glass Containers Corporation located in the borough of Knox, Clarion County; the borough of Marienville, Forest County; and the borough of Parker, Armstrong County, to points in Pennsylvania on and west of U.S. Highway 15, and vice versa; (31) property between the facilities of Owens-Illinois, Inc., and from those facilities to points in Pennsylvania and vice versa; with Right No. 31 subject to the following condition: That no right, power or privilege is granted to transport household goods or commodities in bulk; (32) property, for Boise Cascade Corporation, between points in Pennsylvania; with Right No. 32 subject to the following conditions: That no right, power or privilege is granted to transport commodities in bulk; That no right, power or privilege is granted to transport household goods; That no right, power or privilege is granted to transport property, which, because of its size or weight, requires the use of special equipment, such as low-bed, drop-frame trailers and winch trucks; and That no right, power or privilege is granted to provide service between points in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia; and (33) property for Rosie Banner Amsler and Sheila A. Brocius, t/d/b/a Marianne Industries and Marianne Industries, Inc., from their facilities located in the county of Clarion, to points in Pennsylvania, and vice versa; subject to the following conditions: (a) That no right, power or privilege is granted to transport household goods and office furniture in use; and (b) That no right, power or privilege is granted to

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transport petroleum and petroleum products in bulk, or dry litharge in bulk; which is to be a transfer of the rights authorized under the certificate issued at A-00108377 to Rosie Banner Amsler and Sheila A. Brocious, Copartners, t/d/b/a Marianne Industries, subject to the same limitations and conditions.

FW:ll
6/4/91

Application received: 5/28/91
Application docketed: 6/3/91

Protests due _____