

Tony DePaul and Son

General Contractors

8th STREET and OLNEY AVENUE
PHILADELPHIA, PA. 19120
CApital 4-7400

December 3, 1993

Office of the Pennsylvania
Public Utility Commission
Transportation and Safety Building
Room 409
Forester St. and Commonwealth Ave.
Harrisburg, PA 17120
Attention: Application Section



Re: PUC-190 Transfer Application
A-00105547; Peter DePaul and Eugene DePaul,
t/d/b/a Tony DePaul and Son, 800 West Olney Ave.,
Philadelphia, PA

To the Commission:

In conjunction with the filing of our PUC-190 Transfer Application, please consider the following explanatory information referenced thereon:

Item 12a - "Sales Agreement" - A sales agreement is not applicable and there is none enclosed since our transfer is not attributable to a sale, but to the death of a general partner.

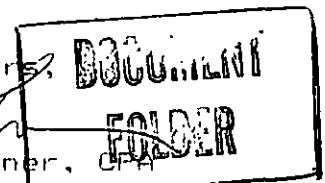
Item 12a - "Unpaid Business Debts" - All unpaid business debts will be satisfied in the normal course of business since the operation of the partnership has and will continue uninterrupted.

Item 12a - "Transferee's Experience" - The transferee has been in business as a general contractor since June 16, 1959 and was granted common carrier authority effective March 7, 1985. As stated above, the transferor and transferee are the same partnership entity continuing its business operations uninterrupted.

Please contact the undersigned if you have any questions.

Very truly yours,

Michael J. Lerner, CPA
Controller



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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of TONY DE PAUL + SON, LP
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right
as a COMMON carrier, described at Docket
(common-contract)

No. A-00105547, Folder No. -, issued to
PETER DE PAUL + EUGENE DE PAUL, TA TONY DE PAUL + SON
(Transferor-Seller)

for transportation of PROPERTY
(persons-property)

PUC USE ONLY
Docket No. <u>A-111280</u>
Folder No. _____

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. TONY DE PAUL + SON, LP
(Full and correct name of applicant/transferee)

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

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

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

3. 800 WEST OLNEY AVE.
(Business Street Address) (P.O. Box, if any)

PHILADELPHIA, PHILADELPHIA, PA 19120 215-224-7400
(City) (County) (State) (Zip) (Telephone)

DOCUMENT FOLDER

DOCKETED
APPLICATION DOCKET
MAR 15 1994
ENTRY No. [Signature]

RECEIVED
DEC 07 1993
P. P. U. C.
Office of Transportation

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

ATTORNEY NOT REQUIRED
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: TONY DEPAUL + SON 800 W. OLNEY AVE.
(Name) (Address) PHILADELPHIA, PA 19120

Transferor: TONY DEPAUL + SON 800 W. OLNEY AVE.
(Name) (Address) PHILADELPHIA, PA 19120

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

A-00105547 and operates as a COMMON carrier.
(common or contract)

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

at Docket No. _____.

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).

PETER DEPAUL 8809 HAWTHORN LANE
(Name) (Address) WYNDMOOR, PA 19118

ESTATE OF EUGENE DEPAUL 8809 HAWTHORN LANE
(Name) (Address) WYNDMOOR, PA 19118

PETER DEPAUL, TRUSTEE 8809 HAWTHORN LANE
(Name) (Address) WYNDMOOR, PA 19118

EUGENE DEPAUL, TRUSTEE 1666 FORT WASHINGTON AVE.
(Name) (Address) MAPLE GLEN, PA 19002

Corporation. Organized under the laws of the State of _____

and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. 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.

N/A

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: DEATH OF A GENERAL PARTNER

12a. The following must be attached:

- N/A
- Sales Agreement. NOT APPLICABLE - SEE COVER LETTER
 - List of equipment to be used to render service. (summarize by type)
 - Operating authority to be transferred/retained. - SEE ITEM #10 ABOVE AND ACCOMPANYING DOCUMENTS ISSUED IN MARCH, 1985.
 - Statement of Financial Condition.
 - Statement of unpaid business debts of transferor and how they will be satisfied. SEE COVER LETTER
 - Statement of safety program.
 - Statement of transferee's experience. SEE COVER LETTER

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

- Partnership Agreement.
- Trade Name registration certificate. - LIMITED PARTNERSHIP CERTIFICATE
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign (out-of-state) Corporation only)
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- 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.

	1.	<i>Peter De Paul</i>	-GENERAL PARTNER	12/3/93
Transferee sign here:	2.	<i>Peter De Paul</i>	EXECUTOR FOR - THE ESTATE OF EUGENE DEPAUL	12/3/93
(Corporate Seal)	3.	<i>Peter De Paul</i>	-TRUSTEE	12/3/93
	4.	<i>Anthony De Paul</i>	SUCCESSOR - TRUSTEE	12/3/93
	1.	<i>Peter De Paul</i>	-GENERAL PARTNER	12/3/93
Transferor sign here:	2.	<i>Peter De Paul</i>	EXECUTOR FOR THE ESTATE OF EUGENE DEPAUL	12/3/93
(Corporate Seal)	3.	<i>Peter De Paul</i>	-TRUSTEE	12/3/93
	4.	<i>Anthony De Paul</i>	SUCCESSOR TRUSTEE	12/3/93

STATEMENT OF FINANCIAL CONDITION

INCOME STATEMENT

For the ⁶ ~~12~~-month period ending JUNE 30, 1993
(Date)

REVENUE and GAINS

Operating Revenue	177,222
Net Revenue from non-carrier operation <LOSS>	<84,003>
Dividend and Interest revenues	1,278
Other non-operating revenue	30,600
Gains	-
Total Revenue and Gains	125,097

EXPENSES

Equipment Maintenance and Garage Expense	24,443
Insurance Expense	22,456
Employee Salaries	129,063
Supervisory Salaries	-
Officer Salaries	-
Fuel Expense	26,966
Purchased Transportation (Lease Expense)	49,086
Materials and Supplies Expense	-
General Office Expense	-
Advertising Expense	-
Telephone Expense	-
Accounting Expense	-
Legal Expense	-
Uncollectible Revenue	-
Depreciation Expense	22,571
Amortization	-
Operating Taxes and Licenses	14,613
Rent Expense	-
Loss	-
Total Operating Expense and Losses	289,198

Net Income before Taxes	<164,101>
Provision for Income Taxes	-
Net Income	<164,101>

STATEMENT OF FINANCIAL POSITION (Balance Sheet)

as of 6/30/93
DateASSETSCURRENT ASSETS

Cash		18,905,008
Accounts Receivable		6,574,621
Notes Receivable		-
Other current assets (Specify)	PREPAID EXPENSES - 860,098 EXCHANGE - 71,962 BID DEPOSITS - 1,400	933,460
Total current assets		26,413,089

TANGIBLE ASSETS

Land		-
Motor Vehicle Equipment	2,569,489	
Less: Accumulated Depreciation	- 1,223,448	= 1,346,041
Buildings and Structures, MACHINERY + EQUIPMENT	5,783,006	
Less: Accumulated Depreciation	- 4,753,867	= 1,029,139
Investments and Funds (Specify) ADVANCES TO AFFILIATES		1,286,706
Intangible Assets - DEPOSITS		1,000
Other assets (Such as advances and idle equipment - specify)		
	TOTAL ASSETS	30,075,975

LIABILITIESCurrent Liabilities (liabilities due within one year of date)

Accounts Payable		4,234,516
Notes Payable		
Equipment Obligations		676,974
Other Liabilities (attach schedule) ACCRUED EXPENSES		774,694
Total Current Liabilities		5,686,184

Long Term Liabilities (liabilities due after one year of date)

Accounts Payable		
Notes Payable		
Equipment Obligations		1,116,249
Other Liabilities (attach schedule)		6,802,423
Total Long Term Liabilities		
Total Liabilities		1,116,249
Net Worth (partnerships & individuals)		23,273,542

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)		
Additional paid-in capital		
Retained Earnings (Corporations only)		
Less: Treasury Stock		=
Total Owner's Equity (Corporations only)		
Total Liabilities & Owner's Equity (Corporations only)		

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

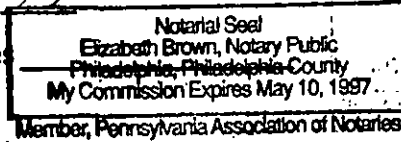
COMMONWEALTH OF PENNSYLVANIA :
: ss:
PHILADELPHIA County :

PETER DEPAUL, GENERAL PARTNER, 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.

Peter DePaul
Signature of Affiant

Sworn and subscribed before me this 3RD
day of December 19 93

My Commission Expires



Elizabeth Brown
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (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 same
(Name of Corporation)

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

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

COMMONWEALTH OF PENNSYLVANIA :
: SS:
PHILADELPHIA County :

PETER DEPAUL, GENERAL PARTNER, 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.

Peter DePaul
Signature of Affiant

Sworn and subscribed before me this 3rd
day of November 19 93

My Commission Expires _____

Notarial Seal Elizabeth Brown, Notary Public Philadelphia, Philadelphia County My Commission Expires May 10, 1997 Member, Pennsylvania Association of Notaries
--

Elizabeth Brown
Signature of Official Administering Oath

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

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF

PETER DePAUL and EUGENE DePAUL, copartners
t/d/b/a TONY DePAUL AND SON

CERTIFICATE
OF
PUBLIC CONVENIENCE


A-00105547

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is attached hereto and made a part hereof, found and determined that the granting of said application is necessary or proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 29th day of MARCH, 1985.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Attest:



Secretary

Peter DePaul and Eugene DePaul
copartners, t/d/b/a

TONY DE PAUL AND SON

LOCAL MOTOR FREIGHT TARIFF

GOVERNING

THE RIGHT

To transport, as a Class D carrier, crushed stone, bituminous concrete and sand, for Peter DePaul and Eugue DePaul, copartners, t/d/b/a Tony DePaul and Son, between points in the city and county of Philadelphia, and from points in said city and county, to points in the counties of Montgomery, Delaware, Bucks and Chester.

To transport, as a Class D carrier, crushed stone, bituminous concrete and sand, between points in the city and county of Philadelphia, and from points in said city and county, to points in the counties of Montgomery, Delaware, Bucks and Chester.

ISSUED: MARCH 6, 1985

EFFECTIVE: MARCH 7, 1985

"Issued under authority of PA Code, Title 52, Section 23.42."

Issued by:

PETER DE PAUL, Partner
800 W. Olney Avenue
Philadelphia, PA 19120

SAFETY PROGRAM

Tony Depaul & Son

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- V. Subcontractor's Safety Program

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I. INTRODUCTION

STATEMENT OF POLICY

It is the policy of our company to perform work in the safest manner possible consistent with good construction practices. To fulfill the requirements of this policy, an organized and effective safety program must be carried out at each location where work is performed.

All personnel of our organization are required to be safety conscious at all times. This includes common laborer personnel as well as top management. All employees are reminded constantly of the importance of safety by the use of periodic safety bulletins, safety meetings, and safety devices being conspicuously located. Our subcontractor personnel also receive the same information.

SAFETY PROGRAM OBJECTIVE

Other than "Acts of God", accidents are preventable and the result of causes related to unsafe and inefficient procedures or methods, unsafe physical conditions, unsafe equipment, unsafe personal acts and usually one or more of these factors in combination.

Since accidents usually result from the same deficiencies that adversely affect productivity, costs, employee relations and public relations, the safety record is a reliable guide to the general effectiveness of the Superintendent.

The objective of the safety program is prevention of accidents. An accident as referred to in this manual is any unplanned and unintended event that disrupts the orderly process of performing work. All accidents, by this definition, result in loss due to job disruption and delay, and often involve additional losses due to personal injury, equipment damage, property or material damage, or a combination of one or more of these factors. When an accident occurs, chance is largely the determining factor as to degree of loss. Therefore, prevention of all accidents must be the objective of safety effort rather than only those where the potential for serious loss is most apparent.

II. RESPONSIBILITIES OF SAFETY PERSONNEL

Company Safety Supervisor Duties

1. Develop company safety program and directly oversee its' proper implementation
2. Review job safety programs
3. Investigate and review all accident reports
4. Make periodic jobsite inspections and report comments to job safety supervisor

JOB SUPERINTENDENT DUTIES

1. Develop job safety program and directly oversee its' proper implementation.
2. Investigate all accidents and propose corrective measures.
3. Ensure that accident reports are properly filled out and reported in a timely manner.
4. Assist in developing topics for safety meetings.
5. First Aid Supplies & Protective Devices

See that inventory is checked, and needed supplies are ordered and received. Make sure kits and stretcher are clearly located near work area.
6. Fire Protection

Check that work area have fire protection equipment that is functional and proper. Check supply of full extinguishers and have refilled if needed.
7. Rigging Hardware

Check for damaged or worn chokers and spreader, discard and replace as required. Check inventory so that there is enough to productively perform work.
8. Pneumatic Tool Inspection

Check tools to be sure of operation and see to repairs so that tools are available to conduct work.
9. Assured Grounding

See that the program is conducted, replace cords, repair damages as indicated. Check electric tools for proper guards and safety features being functional. Also, check that generators are in working order.
10. Weather Preparation

Either hot or cold.
11. Crane Inspection

FOREMAN

The Foreman is Tony DePaul & Son's authority nearest to the workman. The Foreman is immediately responsible for the performance of the workman and he must train, lead, and control so that the performance is acceptable by Tony DePaul and Son's standards. During the indoctrination the Foreman will:

1. Describe the work of the crew and how it relates to the entire project.
2. Introduce the new employee to all other crew members.
3. Explain any safety rules that specifically apply to the work of the crew.
4. Explain any hazards and their controls that may be peculiar to the work of the crew.
5. Describe the procedure to be followed in case of injury to the new employee or to others.
6. Physically show the location of first-aid equipment, fire suppression equipment, sanitary facilities, drinking water, telephones, radios, dry shacks, tool shacks, and offices.
7. Instruct and have the new employee practice the use of radios and other communication devices for the reporting of emergencies.
8. From the first minute, monitor the new employee's work to be sure that his skills are adequate for his work assignment. Under no circumstances is a new employee to work away from immediate supervision until his capabilities are known to the Foreman.

FOREMAN RESPONSIBILITIES

1. Keep you and your crew alive and healthy.

By preventing:

Falls
Trench cave-ins
Electrocutions
Traffic accidents
Pinch Points

By Protecting:

Hands
Back
Eyes
Feet
Ears
Lungs

2. Keep the public alive and healthy.

Hoisting loads carefully
Proper use of heavy equipment
Backing trucks and equipment carefully
Properly controlling traffic
Providing good walkways

3. Prevent property damage and loss (Due to: Fire, Theft, Abuse, Carelessness).

Utilities
Vehicles
Equipment
Buildings

4. Set the right example.

Do your work properly and safely!!

5. Evaluate your crew.

a. Are they fit to work?

Property dressed (clothes, boots)
Alert (alcohol, drugs, illness)
Emotionally stable (stress, anger)

b. Are they able to work?

Crane operator - needs 2 eyes for depth perception
Laborer - a strong back to handle materials
Ironworker - good balance on high steel
A seriously overweight person can't work on a ladder

c. Are they willing?

Will safety rules be followed?
Will he follow directions?

d. Are they qualified?

Trainee or experienced craftsman
Proper driver's license
Experienced crane operator or an oiler

6. Train your crew (indoctrination, safety meetings).

Flagging
Rigging
Signaling
Tool and equipment use
Protective equipment (eye protection, concrete burns)
Particular hazards

7. Make sure safety equipment and supplies are obtained before starting an operation.

Hard Hats	Safety belts and lanyards
Glasses	Traffic cones
Faceshields	Grinder guards
Gloves	Lights
Ear plugs or muffs	Ventilation
Dust masks	Whip checks
Vests and flags	

8. Inspection of tools, equipment, and materials.

Ladders	Hand tools
Scaffolds	Materials
Rigging	Handrails
Electric cords	Air hoses
Power tools	Glass windows

9. Access and work platforms (Prevent Falls !!).

Snow, ice, mud, oil	Scaffolds
Housekeeping	Elevated walkways
Ladders	

10. Fire prevention.

Burning	Heating
Welding	Housekeeping
Grinding	Extinguishers
Fueling	

11. Handling emergencies and reporting injuries.

Don't move an injured person unless absolutely necessary
Protect your fellow employee's rights
Prevent us from fighting a claim unnecessarily
To be sure he gets the right treatment (head injuries, infections)

EMPLOYEES' RESPONSIBILITIES

1. It is the duty of all employees to know the Safety Rules, and it shall be their duty to conduct their work in compliance therewith. Gross disregard of the safety procedures is grounds for discharge.
2. It is the duty of all employees to make full use of safeguards provided for their protection. It shall be an employee's responsibility to abide by and perform the following requirements:
 - a. Hard hats and vests will be worn by everyone without exception. The job office shall also keep a supply of hard hats available for visitors to the job.
 - b. Foremen shall instruct men on the wearing of suitable work clothes.
 - c. Foremen shall see that men are wearing suitable work shoes in good repair. Wearing of sneakers or light weight shoes will not be allowed.
 - d. Goggles are required for men doing any operation when an exposure to eye injury is present.
 - e. Safety belts will be worn where there is exposure to falls, when practicable. Otherwise, other safety measures will be taken.
 - f. Employees shall not remove safety guards, except for purpose of adjustment, oiling or repairs.
 - g. Employees shall not operate a machine unless guard or method of guarding is in good condition, working order, in place, and operative.
 - h. Employees shall stop machine before oiling, fueling, adjusting, or repairing.
 - i. Employees shall report any guard not accomplishing its intended function.
3. Workmen observed working in a manner which might cause injury to either themselves or other workmen should be warned of the danger and should immediately correct their method of operation.
4. When nature of work requires the use of signals, they must be thoroughly understood before a job is begun. When in doubt as to the meaning of any signal, do not proceed until the question has been resolved. Visual signals are preferable to those given orally; signals shall be given by only one person at a time, and such person must be in a position to have a clear unobstructed view of the area affected by his signals.
5. Employees must not work underneath or over others without first notifying them and see that proper safeguards or precautions have been arranged.

6. Jobs shall be done in safe conditions as far as possible. Before leaving a job, employees shall correct, or arrange to give warning of any conditions which might result in injury to a fellow workman unfamiliar with existing conditions.
 7. Dangerous conditions or practices observed at any time shall be reported as soon as possible to a supervisor.
 8. Employees shall report all injuries to their supervisor immediately.
 9. Know where First Aid, fire fighting equipment, and other safety devices.. are located.
- BE CAREFUL - Your life depends on it! At any time you are in doubt, stop and ask your foreman. You must attend a Safety Meeting once a week. Ask your foreman where and when they are held.

THINK!!! SAFETY PAYS YOU!

PERIODIC SAFETY INSPECTION

1. The Project Superintendent will make a full inspection of the job each week for SAFETY. He will make notes of all potential hazards which he observes and, in addition, specifically observe those items reported by others.

WORKSITE MEDICAL TREATMENT RESPONSIBILITIES

1. FIRST AID

All management, supervisors, and foremen are equipped with first aid kits and instructed in their use. Many of our supervisory personnel have completed RED CROSS first aid courses.

2. EMERGENCIES

The local hospitals which will be available to handle emergencies are as follows:

The Closest Hospital to the jobsite is

Community Hospital of Chester
(formerly Sacred Heart)
2600 9th Street
Chester, PA
Emergency Phone (215)497-7468
Administrative Phone (215)494-0700

Directions: Over bridge into Pa
Exit at 9th St.
Make left on 9th St.
Go through 2 lights-hospital is on the right

Another close hospital is

Chester-Crozier Medical Center

1 Medical Center Blvd.
Upland, PA
Emergency (215)447-2138
Administrative (215)447-2000

Ambulance service is provided by dialing 911 which will dispatch an ambulance.
Make sure to remain calm in a emergency and give explicit directions/location and any other information requested.

EMERGENCY PHONE NUMBERS

PHYSICIAN DR. _____ PHONE _____ ADDRESS _____ or DR. _____ PHONE _____ ADDRESS _____

HOSPITAL NAME _____ PHONE _____ ADDRESS _____ or NAME _____ PHONE _____ ADDRESS _____

AMBULANCE _____ or _____

FIRE DEPT. _____ or _____

POLICE _____ or _____



Post in a conspicuous location, in accordance with OSHA Reg. 1926.50



III. ACCIDENT PREVENTION

NEW EMPLOYEES SAFETY INDOCTRINATION

- A. All new hires will be instructed in the Tony DePaul and Son safety requirements and in the safe performance of their jobs before they are allowed to work. The employee will be given a copy of the safety instructions to employees (Attachment A), which will be reviewed with them.
- B. Foremen and Superintendents will monitor this new employee's performance and will correct any deficient habits or methods.
- C. Indoctrination should impress on the new employee our sincere concern for performing work in the safest possible manner. Emphasis will be placed on the basic safety rules.
- D. Person to person indoctrination will be conducted by the Superintendent and the Crew Foreman. The attached outline lists the minimum points to be covered at each state of the process.
- E. Occasionally the Superintendent will not be immediately available and the new employee will go directly from the office to the Foreman. The Superintendent will meet with the new employee no later than the same day the employee is on the job.
- F. Each step in the indoctrination must be conducted in a businesslike manner but not hurried. The time used is well spent because it will shape the employee's attitude in the beginning and a good attitude will result in superior work performance.

SUPERINTENDENT - NEW EMPLOYEE INDOCTRINATION

The Superintendent is the top job authority the new employee will meet. By declaration, manner and example, the Superintendent will:

1. Make work assignment considering any limitation the employee may have.
2. Describe the project and the part to be played by the employee.
3. Explain the emphasis that Tony DePaul and Son places on the safe conduct of work.
4. Explain the more basic safety rules and the necessity for the employee to comply with these rules.
5. Explain any hazards that may be peculiar to the project and the controls that are used.
6. Obtain a commitment from the employee that he will actively help to prevent accidents by adhering to the rules and by reporting any unsafe conditions or practices.
7. Emphatically state that alcohol and/or drugs are forbidden; and their use on the jobsite is cause for dismissal.

FOLLOW-UP

1. While the effect of a well-presented safety indoctrination program is still fresh in the mind and thoughts of a new employee, the Supervisor should, within a few days of initial hire, visit with him, preferably in the presence of his foreman, for the purpose of:
 - a. Reinforcing his belief in our sincerity concerning safety.
 - b. Determining if he considers any of our practices or procedures unsafe.
 - c. Clarifying any incorrect assumptions on his part.
2. Within the first week the Superintendent should pay particular attention to any new FOREMAN reviewing with them such things as:
 - a. Safety rules pertaining to the work in general and the crew's assignment in particular.
 - b. Procedures to be followed in case of fire or a major accident.
 - c. Procedures to follow in case of injury to an employee or others.
 - d. Use of radios, if applicable, and other communication devices for reporting emergencies.

FOLLOW-UP (Continued)

Supervisors must continually monitor, on an informal basis, the safety habits of all employees, particularly the FOREMEN under their direct supervision. Any incorrect habits or work methods used by the employees should be corrected immediately.

SAFETY MEETINGS

A. Tool Box Meetings

At least once per week, preferably Monday at start of shift, a ten (10) minute tool box meeting conducted by the Foreman will be held with their respective crews.

The tool box meetings' purpose is to carry the message of the weekly safety meeting to the men in the field.

The FOREMAN, however, is not limited in the topics which he may additionally discuss. The FOREMAN should put particular emphasis on potential hazards which may be peculiar to his operation. The tool box meeting, which shall be attended by all workers, are intended to be informal and personal, and should be conducted by the FOREMAN in as relaxed an atmosphere as possible while STILL MAINTAINING OUR SERIOUS CONCERN TOWARDS SAFETY.

B. Other Safety Meetings

FOREMAN or supervisors should not limit their meetings to tool box meetings, but should have short meetings with their people when a new operation begins or something different occurs.

TOOL BOX SAFETY MEETING

1. COMPANY: _____

2. SUPERVISOR: _____

3. LOCATION: _____

4. DATE: _____

5. TOPIC: _____

6. EMPLOYEES: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. MISC. COMMENTS: _____

ORIGINAL

WORKSITE INSPECTIONS

Worksite inspections will be done in accordance with Part II.3 of this program. In addition to this, our Company Safety Supervisor will make periodic inspections.

EMPLOYEE PROTECTIVE DEVICES

As stated previously, hardhats and proper work clothing are the minimum requirements on this job. Other protective devices will be issued on an as-needed basis. It is the responsibility of the Superintendent, while planning his future operations, to see that all required protective devices are either in stock or on order. It is the Foreman's responsibility to see that his or her crew is instructed as to their proper use.

All personnel will be required to utilize available protective equipment, such as boots, gloves, goggles, safety shields, etc. when working at hazardous tasks. All drinking water will be supplied from an approved source in five (5) gallon insulated containers. These containers will be equipped with a spigot for filling disposable paper cups.

IV. ACCIDENT PROCEDURES

EMERGENCY PROCEDURES

In case of FIRE:

1. Know where fire extinguishers are located and how to use them.
2. Do not fight the fire yourself unless it is small enough to be put out with a single fire extinguisher.
3. Contact a Superintendent immediately so that he can call the Fire Department and control the situation.
4. Contact the office immediately if the location of a Superintendent is now known.
5. Do not panic. Remember that our first priority is to protect our people.
6. The Fire Department phone number is: 911
7. Once the Fire Department has control of the situation, gather all crafts in one location for a head count.

In case of ACCIDENTS:

1. Notify the Field Office at once and give the following pertinent information:
 - a. Location of accident.
 - b. Number of workers involved.
 - c. Severity of injury (if possible).
2. Summon the Superintendent immediately.
3. The Superintendent will determine the need for an ambulance, unless he cannot be immediately located or the need is obvious.
4. Workmen in the area will assist in traffic and pedestrian flow until assistance arrives.
5. Phone number for the ambulance is: 911.

NOTE: DO NOT DISTURB OR REMOVE ANYTHING FROM THE SCENE OF THE ACCIDENT UNTIL A COMPLETE INVESTIGATION HAS BEEN MADE.

1. Start the investigation immediately.
2. Secure the area--make sure that nothing is moved (in serious accident cases).
3. Most people are defensive--the truth may be difficult to obtain in cases where a rule or procedure has been violated.
4. Remember that witnesses who are co-workers have a tendency to protect their friends. So, as the investigator you become the enemy automatically.
5. Get witness statements as soon as possible and ask them to re-enact the scene by telling you the precise sequence of events.
6. If there are several witnesses, make sure that you talk to them separately.
7. Use pictures and sketches to establish the facts and conditions.
8. Complete the investigation as soon as possible--facts have a tendency to disappear.
9. Make certain that everyone understands that the investigation's primary objective is to discover cause and not to fix blame.
10. Investigate every accident regardless of size. Minor injuries and near misses can provide you with clues that can prevent serious disabling injuries.
11. An experienced accident investigator should be used when a serious occupational injury occurs.
12. A top management team, including a trained and experienced accident investigator, shall investigate all fatal accidents. Do not speak to the press unless authorized.
13. Discuss the accident with all groups who may be exposed to the same situation. This is a very important step toward preventing recurrence.

ACCIDENT FOLLOW-UP

We won't pay someone to stay home if he can be working. Doctors routinely tell patients to take a few days off as a precaution. We must make our doctors aware that light duty work is available for anyone that can work it. Don't take a disability slip as the final word on this topic. A phone call or personal visit will often convince a doctor that suitable light duty work is available.

Our insurance company should have a complete report of each injury within 48 hours. Tell them to investigate any claim that is questionable. Be prepared to assist in any way necessary to fight fraudulent claims.

We should also strive to reduce the hardship of legitimate claims by paying them on a timely basis.

CHECKLIST FOR ACCIDENT INVESTIGATION

- ___ 1. Take pictures before conditions have been seriously disturbed.
- ___ 2. Note pertinent physical conditions, such as lack of guard rails, poor housekeeping, defective scaffolding, surface condition of roads, amount of illumination, condition of barricades, and warning lights.
- ___ 3. Measure distances and plot locations of vehicles, equipment, barricades, and skid marks.
- ___ 4. Note type of damage, location of damage and probable cost of repair.
- ___ 5. Record time, weather, visibility, traffic conditions and other related factors.
- ___ 6. Secure names of witnesses, license numbers, addresses, and names of insurance carriers.
- ___ 7. Check equipment and vehicles (brakes, tires, steering, lights, cables, and hand tools).
- ___ 8. Interview everyone who witnessed the accident or was involved. Note the details about what was being done, methods, position of equipment and personnel, use of personal protective equipment, and unsafe acts.
- ___ 9. Investigate whether hazards and safe practices related to the accident were covered in indoctrination, hazard analysis, tool box meetings or job instructions.
- ___ 10. Consider physical or mental deficiencies that may have contributed (e.g., black out, heart, irrational behavior, or attempting too much for size and physical strength).

Do not discuss serious accidents with outsiders as to your opinion of what happened, how it happened, or why it happened.

OF
**OCCUPATIONAL INJURY
 OR DISEASE**

12/1/93

EMPLOYER'S UC REPORTING NUMBER

WVA6400286

INSURANCE POLICY NUMBER

DATES	1. DATE OF REPORT	2. DATE OF INJURY AND TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	3. NORMAL STARTING TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	4. IF EMPLOYEE BACK TO WORK GIVE DATE:	5. AT SAME WAGE? YES <input type="checkbox"/> NO <input type="checkbox"/>	DO NOT WRITE IN THIS COLUMN	
	6. IF FATAL INJURY, GIVE DATE OF DEATH:	7. DATE EMPLOYER KNEW OF INJURY	8. DATE DISABILITY BEGAN	9. LAST FULL DAY PAID - DATE	DATE		
EMPLOYER	10. EMPLOYER Tony DePaul & Son, et al.			11. PERSON MAKING OUT THIS REPORT		HOURS WORKED	
	12. ADDRESS - INCLUDE COUNTY AND ZIP CODE 800 West Olney Avenue, Philadelphia, PA 19120			13. EMPLOYER TELEPHONE NUMBER (INCLUDE AREA CODE) 215 224-7400		REPORT LAG	
	14. MAILING ADDRESS - IF DIFFERENT THAN ABOVE			15. NATURE OF BUSINESS - TYPE OF MFG., TRADE, CONSTRUCTION, SERVICE, ETC. Contractor		DISABILITY	
EMPLOYEE	16. EMPLOYEE FIRST MIDDLE LAST			17. MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>	18. EMPLOYEE TELEPHONE NUMBER (INCLUDE AREA CODE)	INDUSTRY	
	19. ADDRESS - INCLUDE COUNTY AND ZIP CODE			20. MARRIED YES <input type="checkbox"/> NO <input type="checkbox"/>	21. NUMBER OF CHILDREN UNDER 18	SEX	
	22. DATE OF BIRTH	23. AGE	24. IF UNDER 18, CERTIFICATE NUMBER	25. OCCUPATION FOR WHICH ISSUED			
	26. OCCUPATION		27. DEPARTMENT OR DIVISION REGULARLY EMPLOYED		28. HOW LONG EMPLOYED		AGE
	29. PLACE OF INJURY - EMPLOYER'S PREMISES YES <input type="checkbox"/> NO <input type="checkbox"/>			30. IF NO - EXACT LOCATION - STREET, CITY, COUNTY, AND STATE Loc. Code: 001		OCCUPATION	
OCCURRENCE	31. WHAT WAS EMPLOYEE DOING WHEN INJURED? (BE SPECIFIC, IF USING TOOLS OR EQUIPMENT OR HANDLING MATERIAL, NAME THEM AND TELL WHAT HE WAS DOING WITH THEM.)					COUNTY	
	32. HOW DID INJURY OCCUR? (DESCRIBE FULLY THE EVENTS WHICH RESULTED IN INJURY OR DISEASE. TELL WHAT HAPPENED AND HOW IT HAPPENED. NAME ANY OBJECTS OR SUBSTANCES INVOLVED AND TELL HOW THEY WERE INVOLVED. GIVE FULL DETAILS ON ALL FACTORS WHICH LED OR CONTRIBUTED TO INJURY OR DISEASE.)					ACCIDENT TYPE	
	33. MECHANICAL DEFECT <input type="checkbox"/> NO <input type="checkbox"/> YES (DESCRIBE ABOVE)					OCCUPATIONAL DISEASE	
	34. UNSAFE ACT <input type="checkbox"/> NO <input type="checkbox"/> YES (DESCRIBE ABOVE)					UNSAFE ACT	
	35. CHECK IF AMPUTATION <input type="checkbox"/>					MECHANICAL DEFECT	
INJURY OR DISEASE	36. NATURE AND LOCATION OF INJURY OR DISEASE (DESCRIBE FULLY, INCLUDING PARTS OF BODY AFFECTED.)		37. ATTENDING PHYSICIAN AND ADDRESS (IF HOSPITAL INVOLVED, INDICATE)		PAYMENT LAG		
	38. INJURY OR DISEASE OCCUR BECAUSE OF →					INSURANCE	
	39. NATURE AND LOCATION OF INJURY OR DISEASE (DESCRIBE FULLY, INCLUDING PARTS OF BODY AFFECTED.)					COMPENSATION RATE	

EMPLOYER INSTRUCTIONS AND WAGE INFORMATION ON REVERSE SIDE

DISTRIBUTION OF THIS REPORT:

1. ORIGINAL MUST BE SENT IMMEDIATELY TO WORKMEN'S COMPENSATION INSURANCE CARRIER
2. COPY TO BUREAU - SEE INSTRUCTIONS
3. EMPLOYER'S COPY - RETAIN AS RECORD
4. MEDICAL COPY MUST BE SENT IMMEDIATELY TO TREATING PHYSICIAN OR DELIVERED BY INJURED EMPLOYEE
5. CHANGE OF STATUS REPORT - SEE INSTRUCTIONS
6. INJURED EMPLOYEE'S COPY

Agent-The Graham Company
 The Graham Building
 One Penn Square West
 Phila., PA 19102
 215-567-6300

WORKMEN'S COMPENSATION INSURANCE COMPANY AND ADDRESS
 (Present or Stamp-include Bureau Code)
 St. Paul Fire & Marine
 Insurance Company
 Philadelphia Service Center
 P. O. Box 382
 2250 Hickory Road
 Plymouth Meeting, PA 19462
 215-941-5700

SIGNATURE OF PERSON IN 11 ABOVE

OFFICIAL POSITION

Distributed by: RSC LITHO
 WORKERS' COMPENSATION SERVICE
 P.O. BOX 1521, HARRISBURG, PA 17105

ACORD GENERAL LIABILITY NOTICE OF OCCURRENCE / CLAIM

DATE (MM/DD/YY)

PRODUCER
 The Graham Company
 The Graham Building
 One Penn Square West
 Philadelphia, PA 19102

<input checked="" type="checkbox"/> NOTICE OF OCCURRENCE	DATE/TIME OF OCCURRENCE	AM	DATE OF CLAIM	PREVIOUSLY REPORTED
<input type="checkbox"/> NOTICE OF CLAIM		PM		YES NO
POLICY EFF. DATE	POLICY EXP. DATE	POLICY TYPE	RETROACTIVE DATE	
12/1/92	12/1/93	OCCURRENCE		
COMPANY	CLAIMS MADE			
St. Paul Insurance Co.				

CODE **SUB CODE**
 Brian M. Chance

PRODUCER PHONE (A/C, No., Ext.) REFERENCE NUMBER MISC. INFO. (Site & Location Code)

215 547-4300 KK06400013

INSURED
 NAME & ADDRESS (As it appears on the policy)

Tony DePaul and Son
 800 West Olney Avenue
 Philadelphia, PA 19120

INSURED'S RESIDENCE PHONE (A/C, No.) INSURED'S BUSINESS PHONE (A/C, No., Ext.)

PERSON TO CONTACT WHERE TO CONTACT

John Wansink, ARM, Risk Manager WHEN

CONTACT'S RESIDENCE PHONE (A/C, No.) CONTACT'S BUSINESS PHONE (A/C, No., Ext.)

OCCURRENCE
 LOCATION OF OCCURRENCE (Include city & state)

DESCRIPTION OF OCCURRENCE (Use reverse side, if necessary)

AUTHORITY CONTACTED

POLICY INFORMATION
 COVERAGE PART OR FORMS (insert form nos. & edition dates)

GENERAL AGGREGATE APPLIES PER PROJECT, ABSOLUTE POLLUTION EXCLUSION

LIMITS	GEN. AGGR.	PROD./COMP. OPS.	PERS. & ADV. INJURY	OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE	TYPE
	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000	AMOUNT	PO

UMBRELLA/EXCESS POLICY IN FORCE? UMBRELLA/EXCESS CARRIER UMB./XS. LIMITS

UMBRELLA EXCESS PER CLAIM PER ANNUAL

TYPE OF LIABILITY
 PREMISES: INSURED IS OWNER TENANT OTHER TYPE OF PREMISES

OWNER'S NAME & ADDRESS (if not insured)

OWNERS PHONE: (A/C, No., Ext.)

PRODUCTS: INSURED IS MANUFACTURER VENDOR OTHER TYPE OF PRODUCT

MANUFACTURER'S NAME & ADDRESS (if not insured)

MANUFACT. PHONE: (A/C, No., Ext.)

WHERE CAN PRODUCT BE SEEN?
 OTHER LIABILITY INCLUDING COMPLETED OPERATIONS (Explain):

INJURED/PROPERTY DAMAGED
 NAME & ADDRESS (Injured/Owner)

AGE SEX OCCUPATION EMPLOYER'S NAME & ADDRESS

PHONE (A/C, No., Ext.)

PHONE (A/C, No., Ext.)

DESCRIBE INJURY FATALITY WHERE TAKEN WHAT WAS INJURED DOING?

DESCRIBE PROPERTY (Type, model, etc.) ESTIMATE AMOUNT WHERE CAN PROPERTY BE SEEN? WHEN?

WITNESSES

NAME & ADDRESS	BUSINESS PHONE (A/C, No., Ext.)	RESIDENCE PHONE (A/C, No.)

ALL FIRST PARTY CLAIMS MUST BE SENT DIRECTLY TO THE GRAHAM COMPANY
 ALL RESERVATION OF RIGHTS/DENIAL LETTERS MUST BE SENT TO THE GRAHAM CO. FIRST

REPORTED BY REPORTED TO SIGNATURE OF PRODUCER OR INSURED

Insured The Graham Company

ACORD. PROPERTY LOSS NOTICE

PRODUCER
 The Graham Company
 The Graham Building
 One Penn Square West
 Philadelphia, PA 19102

PRODUCER PHONE (A/C, No., Ext.)
 215 567-6300

MISCELLANEOUS INFORMATION (Site & Location Code)
 CONTRACTOR'S EQUIPMENT

COMPANY
 Royal Insurance Company

POLICY NUMBER
 PQF0053045

DATE (MM/DD/YY) & TIME OF LOSS
 12/1/92 12/1/93

PREVIOUSLY REPORTED
 YES NO

INSURED
 DePaul Concrete Company
 800 West Olney Avenue
 Philadelphia, PA 19120

INSURED'S RESIDENCE PHONE (A/C, No.)
 PERSON TO CONTACT
 CONTACT'S RESIDENCE PHONE (A/C, No.)

INSURED'S BUSINESS PHONE (A/C, No., Ext.)
 215 224-7400
 WHERE TO CONTACT
 John Wansink, ARM, Risk Manager

CONTACT'S BUSINESS PHONE (A/C, No., Ext.)

LOSS
 LOCATION OF LOSS
 POLICE OR FIRE DEPT. TO WHICH REPORTED

KIND OF LOSS (Fire, Wind, Explosion, Etc.)
 PROBABLE AMOUNT ENTIRE LOSS

DESCRIPTION OF LOSS & DAMAGE (Use reverse side, if necessary)

POLICY INFORMATION
 MORTGAGEE (if none so indicated)

HOMEOWNER POLICIES SECTION 1 ONLY (Complete for coverages A, B, C, D & additional coverages. For Homeowners Section II Liability Losses, use ACORD 3.)

COVERAGE A	COVERAGE B	COVERAGE C	COVERAGE D	DESCRIBE ADDITIONAL COVERAGES PROVIDED
DWELLING	APPURTENANT PRIVATE STRUCTURES	UNSCHEDULED PERSONAL PROPERTY	ADDITIONAL LIVING EXPENSES	ON
				ON

SUBJECT TO FORMS. (insert form nos. & edition dates, special deductibles)

INSURANCES, ALLIED LINES & MULTI-PERIL POLICIES (Complete only those items involved in loss)

ITEM	AMOUNT	BLDG.	CONTENTS	OTHER	%COINS	DEDUCTIBLE	COVERAGE AND / OR DESCRIPTION OF PROPERTY INSURED
	5,733,166					\$ 2,500	Scheduled Equipment
	1,000,000					\$ 2,500	Equipment Leased, Rented Or Borrowed From Others
	100,000					\$ 2,500	Misc. Unscheduled Tools And Equipment
	50,000		\$ 1,000 Per Day				Rental Reimbursement

SUBJECT TO FORMS. (insert form nos. & edition dates, special deductibles)

ALL RISK; REPLACEMENT COST; VALUED FORM

MISCELLANEOUS INFORMATION
 OTHER INSURANCE (List companies, policy numbers, coverages & policy amounts)

REMARKS *ALL FIRST PARTY DRAFTS MUST BE SENT DIRECTLY TO THE GRAHAM COMPANY*****
 ALL RESERVATION OF RIGHTS/DENIAL LETTERS MUST BE SENT TO THE GRAHAM CO. FIRST

ADJUSTER ASSIGNED _____ **DATE ASSIGNED (MM/DD/YY)** _____

REPORTED BY Insured **REPORTED TO** The Graham Company **SIGNATURE OF PRODUCER OR INSURED** _____

V. SUBCONTRACTOR'S SAFETY PROGRAM

SUBCONTRACTOR'S SAFETY PROGRAM

Enclosed with this memo are the emergency phone numbers for this area. They must be posted so as to be readily available in case of an emergency.

Local, state, federal and client regulations applicable to health and safety on this project will be met at all times.

Safety meetings will be held weekly with each shift and records of those meetings maintained.

All injuries will be reported immediately to the jobsite office. Repeated violations of safety standards is adequate reason for dismissal of any employee.

Drugs, alcohol and horseplay are not allowed on the job. Do not report to work under the influence of drugs or alcohol. Firearms are not allowed on the job.

All personnel shall be advised of hazards pursuant to his trade prior to employment. A job orientation will be held with each new employee at time of hiring by his supervisor.

Every effort shall be made to protect the public from personal injury and/or property damage at all times.

Work areas, access and living areas will be kept clear of all combustible material and other debris. Containers will be provided for the collection and removal of waste and refuse. All nails are to be bent over or removed.

Personal protective equipment must be provided whenever necessary and workers instructed in the proper use of same. Hard hats, sturdy leather work shoes, long pants and shirts shall be worn at all times.

Flacmen with luminous orange vests and flags are required for any work in a public roadway.

Handrails must be maintained at all times where there is a possibility of falling 10 or more feet. Safety belts and lanyards are only to be used as a last resort, when handrails are not practical.

Fire extinguishers and other fire-fighting equipment shall be maintained at all times. Faulty equipment shall be reported to the safety office.

Oxygen and acetylene cylinders shall be kept tied off in an upright position and gauges kept in good condition. Proper eye protection shall be used whenever burning or cutting. Only strikers are to be used to ignite torches.

Ladders with broken or missing rungs, side rails, steps or other defects shall be withdrawn from service and destroyed. Metal ladders shall not be used for electrical work or where they may contact electrical conductors.

Air hoses and air equipment shall be secured at all times with chain, cable or other methods to prevent whipping.

SUBCONTRACTOR'S SAFETY PROGRAM (Cont'd)

All hand and power tools are to be kept in good condition at all times. Broken, defective, burned or mushroomed tools are to be removed from the job.

All power tools and extension cords must be grounded, unless double insulated. Damaged cords shall be removed from the job, not repaired with tape.

All heavy equipment will be in safe working condition at all times and only qualified operators employed. Signalmen must use the proper hand signals for cranes and must constantly be alert to overhead electrical hazards. Rigging shall be inspected daily and damaged slings are to be destroyed. Backup alarms are required on all equipment with a restricted rear view.

Ramps shall be kept clean and in good condition so as to provide adequate traction and prevent falls.

Your cooperation is essential in order to prevent someone from being killed or disabled on this job!

VI. ATTACHMENTS

Tony DePaul and Son

General Contractors

800 W. OLNEY AVENUE • PHILADELPHIA, PA 19120-2296
PHONE: 215-224-7400 • FAX NO: 215-224-3830

We would like to take this opportunity to welcome you to this project. Please take some time to read this letter, as it will probably provide you with some answers to questions that normally arise.

This project is known as the Commadore Barry Bridge-Final Implementation of Round Trip Tolls and we are working for the Delaware River Port Authority (DRPA). Our present schedule shows that it will take us until December of 1993 to complete the project.

The following rules apply to your employment here:

1. IMPORTANT Keep in mind the area of work on the project has heavy vehicular traffic.
2. Payday will be on Friday.
3. Call the office (291-0833) if you cannot make it to work or you will be late
4. Alcohol and/or drugs are forbidden and their use on the jobsite is cause for dismissal.
5. Report all unsafe conditions to your Supervisor immediately.
6. Report all injuries to your Supervisor immediately, no matter how minor, before leaving work.
7. Horseplay, gambling and firearms or explosive devices have no place on the jobsite.
8. Hardhats and other appropriate safety equipment will be furnished and must be worn.
9. Stealing or misrepresentation of time on the daily timecard will result in dismissal and prosecution.
10. Proper work clothing including work boots will be required.

Tony DePaul and Son has established a remarkable safety record over the years, and the policies developed are for your own protection - a pay check is much better than a compensation check.

Safety means an interest in the welfare of others. Through the study and application of safety techniques and a necessary interest in accident prevention, we serve not only our own selfish interest, but we help others avoid injury and loss.

We are proud to be part of the DRPA Commadore Barry Bridge Project - let's work together for a safe, on-time completion.

CAN YOU AFFORD AN ACCIDENT?

Attachment A-1

Tony DePaul and Son

General Contractors

December 13, 1990

800 W. OLNEY AVENUE • PHILADELPHIA, PA 19120-2296
PHONE: 215-224-7400 • FAX NO: 215-224-3830

TO WHOM IT MAY CONCERN:

This is to confirm that Mr. John H. Wansink is the safety supervisor of Tony DePaul & Son.

In this capacity he is in charge of safety, loss prevention, loss control and rehabilitation.

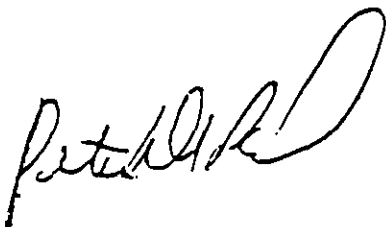
Prior to joining the DePaul organization, Mr. Wansink was a Vice President of CIGNA.

CIGNA is a large, U.S. based provider of domestic and international insurance and insurance related services.

Mr. Wansink worked for CIGNA in excess of twenty five years and had responsibilities for Risk Management services including safety, loss prevention, loss control, claims handling and rehabilitation.

Mr. Wansink has conducted numerous seminars on the above disciplines and has been published in a number of trade publications.

Sincerely,



Peter DePaul

PDP:ar
attachment



BIOGRAPHICAL SKETCH

M. John H. Wansink

Education:

Certificate Economics, Institute of Social Sciences, The Hague

B.S. Economics, University of Amsterdam

Graduate: Royal Netherlands Military Academy

MEA - University of Pennsylvania

ARM - Associate in Risk Management, Insurance Institute of America

Professional Experience:

1981-Present

Management functions in ESIS, a wholly owned CIGNA Company, formed to render risk management services to self-insured companies, captive insurance companies, and insurance companies.

Currently responsible for account development and account maintenance with emphasis on Risk Management and Self-Insurance consulting and the marketing and selling of all Risk Management services.

1973-1981

Assistant Vice President, ISC (ESIS-International) Responsible for directing, planning, financial and staff functions for all entities rendering insurance related services to INA entities abroad in more than 100 countries. In addition, responsible for the formation and activation of a sold service delivery organization.

In 1978 these responsibilities were extended with marketing/sales of risk management services world-wide.

In 1980 responsibilities were obtained for all ISC-Operations activities including sales of risk management services in the United States as well as abroad.

1972-1973

Director-International Division of the INA Corporation with responsibility to act as principal liaison between International and all phases of the Insurance Groups and as principal analyst for all insurance acquisitions.

1968-1972

Adm. Asst. to the V.P.-Europe and General Manager-Europe, located in the Regional Head Office for Europe in The Hague, The Netherlands. Responsible for design and implementation of the Regional Administration concept unifying numerous branches, divisions and subsidiaries in insurance, reinsurance and services abroad.

1963-1968

Manager-Administration, INA Reinsurance Corporation (Treaty Re.) Responsible for all underwriter support functions including reinsurance accounting and systems design in the United States as well as abroad.

1957-1963

Senior Systems Analyst, Insurance Company of North America. Responsible for the design of major computer based insurance and financial systems such as Champion Automobile.

Special
Qualifications:

Multilingual (Dutch, French, German and English).
Numerous Data Processing, Systems Analysis,
General Management, Insurance and Marketing
Management Courses.

International speaker on subjects of risk management, cargo loss control and captive insurance.

Published R.M. articles in the U.S. and abroad.

Member:

Association for Systems Management
National Rehabilitation Association
Shippers National Freight Claims Council
International Business Forum

TONY DEPAUL & SON

LIMITED PARTNERSHIP AGREEMENT

This Restated Limited Partnership Agreement, dated the 2nd day of January, 1987, among Eugene DePaul, (the "Class A General Partner") and Peter DePaul (the "Class B General Partner") (the Class A General Partner and Class B General Partner shall be collectively referred to as the "General Partners"), and Peter DePaul, Trustee, Trust Agreement dated 12/12/79, for the benefit of Anthony Gene DePaul; and Eugene DePaul, Trustee, Trust Agreement dated 12/12/79, for the benefit of Donna Jane Bartynski, Alison Louise DePaul, Cynthia Ann Saponaro, Andrea Marie Naticchione, Peter Domenic DePaul, Jr., and Anthony Joseph DePaul (the "Limited Partners").

ARTICLE I

FORMATION OF LIMITED PARTNERSHIP

The General Partners have been conducting the business as a general partnership and in December of 1979 admitted the Limited Partners, all parties herein having agreed to form a Limited Partnership (herein referred to as the "Partnership") pursuant to the provisions of the laws of the Commonwealth of Pennsylvania, and the rights and liabilities of the Partners as provided in these laws, except as herein otherwise expressly provided; and further that the parties have agreed to restate the Partnership Agreement consistent with the terms stated herein.

ARTICLE II

NAME

The business of the Partnership shall continue to be conducted

under the name Tony DePaul & Son, or such other name as the General Partners shall hereafter designate by written notice to the Limited Partners.

ARTICLE III

PURPOSE

The business of the Partnership shall continue to engage in the business of paving streets, driveways, etc., and related activities.

ARTICLE VI

TERM

The term of the Partnership shall be from the date of this Agreement until December 31, 2039, unless sooner terminated as herein provided.

ARTICLE V

PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Partnership shall be 800 West Olney Avenue, Philadelphia, Pennsylvania, 19120.

ARTICLE VI

PARTNERS, CAPITAL AND CAPITAL ACCOUNTS

(A) (1) The General Partners are Eugene DePaul hereafter referred to as the Class A General Partner and Peter DePaul hereafter referred to as the Class B General Partner.

(2) The contribution by the General Partners to the capital of the Partnership made prior to the date hereof, shall continue as the

General Partners' capital contribution.

(B) (1) The names of the Limited Partners are Eugene DePaul, Trustee, Trust Agreement dated 12/12/79, and Peter DePaul, Trustee, Trust Agreement dated 12/12/79. The Limited Partnership interests held by each shall be of two classes: a Class A Limited Partnership interest and a Class B Limited Partnership interest.

(C) (1) A capital account (the "Capital Account") shall be established maintained and adjusted for each Partner using Federal income tax principles and in accordance with the requirements of Treasury Regulation Section 1.704-1(b)(2)(iv) and amendments thereto.

ARTICLE VII

DISTRIBUTIONS OF CASH AND ALLOCATIONS OF TAXABLE INCOME AND LOSSES

Distribution of available cash will be made, and each item of Partnership income, gain, loss, deduction, or credit for each year will be allocated to the Partners as indicated below:

(A) Operation of the Partnership Operations of the Partnership shall include the operation of the Partnership in the normal course of business specifically excluding the Sale or Refinance of the Partnership Property as defined below:

(1) Cash Flow From the Operation of the Partnership

(a) The Class A General Partner, the Class B General Partner, and the Class A Limited Partners shall be entitled to a priority cash distribution before any distributions are made to the Class B Limited Partners from the Cash Flow from the Operation of the Partnership of an amount equal to the Eight (8%) percent of the Capital Priority as defined in this Article VII, paragraph B(2)(a).

The Income Priority shall be cumulative from year to year; i.e., to the extent the Income Priority is not paid in regard to a particular Partnership Year it shall be carried over and shall be paid prior to the payment of any other distributions by the Partnership. If the Cash Flow from the Operation of the Partnership is available for distribution in any particular Partnership year is insufficient to fund the full amount of the Income Priority of each of the Class A Partner, the Class B General Partner, and the Class A Limited Partners, then such Cash Flow from the Operation of the Partnership distributed to each such partner shall reduce on a pro rata basis.

(b) The balance of the Cash Flow from Operation of the Partnership shall be distributed as follows:

(i) Eighty-Six (86%) percent to Eugene DePaul, Trustee, Trust Agreement dated 12/12/79, Class B Limited Partner; and

(ii) Fourteen (14%) percent to Peter DePaul, Trustee, Trust Agreement dated 12/12/79, Class B Limited Partner.

(2) Taxable Income and Taxable Loss The Taxable Income and Taxable Loss from Partnership Operation shall be allocated as follows:

(a) The Taxable Income and Taxable Losses in the Partnership shall be determined in accordance with the accounting methods used by the Partnership for Federal Income Tax purposes.

(b) Taxable Losses, if any, shall be allocated as follows:

(i) Forty (40%) percent to the Class A General Partner;

(ii) Forty Five (45%) percent to the Class B General Part-

ner;

(iii) Five (5%) percent to Peter DePaul, Trustee, Trust

Agreement dated 12/12/79, Limited Partner; and

(iv) Ten (10%) percent to Eugene DePaul,

Trustee, Trust Agreement dated 12/12/79, Limited Partner.

(c) Taxable Income shall be allocated among the Partners in the same proportion as Cash Flow from Operation of the Partnership is allocated whether or not distributed as determined above; a share of every item of income, gain, loss, or deduction shall be considered allocated, and every item of credit or tax preference related to such income, shall be allocated to the partners in the same proportion (regardless of whether any such item is required to be separately stated on the federal or state income tax return information return of the Partnership).

(3) Any Investment Tax Credits arising from the Partnership's operations shall be allocated among the Partners in accordance with Reg. Sec. 1.46-3(f) and Reg. 1.48-8(a)(4)(iv); and with respect to other tax credits, the Partner's respective interest in such credit shall be in the same proportion as such Partner's respective share of the loss or deduction (or downward capital account adjustment) resulting from the expenditure which gave rise to such credit.

(4) Minimum Gain Allocation Notwithstanding any other provision of this agreement, throughout the full term of the Partnership:

(a) No allocation of any loss, deduction or expenditure under Sec. 705(a)(2)(B) of the Internal Revenue Code (or item thereof) shall be made to a Partner to the extent of such allocation would either:

(i) cause a deficit in the capital account of the Partner that would receive such allocation (excluding the portion to the Partnership upon liquidation of the Partnership or such Partner's interest) to exceed such Partner's share of the net increase, if any, in the amount of Partnership "minimum gain" during the Partnership taxable year to which such allocation

related, or

(ii) not be reasonable consistent with allocation, which have substantial economic effect within the meaning of Treasury Regulations 1.704-(b), of some other significant Partnership item attributable to the property securing nonrecourse liabilities of the Partnership (other than minimum gain recognized by the Partnership).

(b) If there is a net decrease in Partnership minimum gain during a Partnership taxable year, each Partner with a deficit capital account balance at the end of such year (excluding the portion of any such deficit balance that must be restored by such Partner to the Partnership upon liquidation of the Partnership or such Partner's interest) shall be allocated (before any other allocation is made of Partnership tax items for such taxable year, except for allocation required by Sec.703(c) of the Internal Revenue Code) items of Partnership income and gain for such year (and, if necessary, subsequent years) in the amount and in the proportions needed to eliminate as quickly as possible the deficits of all Partners with such deficits.

(c) If a Partner receives an allocation described in (b) immediately above, then, for each subsequent taxable year and subject to the limitation of (a) immediately above and such other limitations as are imposed by this agreement, income, gain, loss, and deduction (or items thereof) shall be allocated among the Partners in a manner which offsets such allocations as rapidly as possible.

(d) In determining the extent to which the provisions of subparagraphs (a) and (b) are satisfied:

(i) The term "nonrecourse liabilities of the Partnership" shall mean liability of the Partnership with respect to which none of the Partners has any economic risk of loss (other than through their interest as Partners in the Partnership assets subject to the liability), whether by

reason of the fact a Partner is the lender, has guaranteed the loan, or otherwise may bear the burden of an economic loss corresponding to a loss, deduction or expenditure described in Sec.705(a)(2)(B) of the Internal Revenue Code attributable to such liability.

(ii) The balance of each Partner's capital account and the amount of any deficit therein, the amount of any net increases in Partnership minimum gain, and each Partner's share of any net increase in Partnership minimum gain shall be determined in accordance with the provisions of Treasury Regulations 1.704(b)(4)(iv).

(5) Qualified Income Offset Notwithstanding any other provision of the Agreement (except any such provision as may related to a "minimum gain chargeback" for allocation of deductions attributable to nonrecourse liabilities of the Partnership after a net decrease in the "minimum gain"):

(a) No allocation of any item of loss or deduction or other item shall be made to a Partner to the extent such allocation causes or increases a deficit balance in such Partner's capital account (in excess of any limited dollar amount of such deficit balance that such Partner is obligated to restore on liquidation of the Partnership) as of the end of the Partnership taxable year to which such allocation relates. In determining the extent to which the previous sentence is satisfied, such Partner's capital account also shall be reduced for:

(i) Allocations of loss and deduction that, as of the end of such year, reasonably are expected to be made to such Partner pursuant to Internal Revenue Code Section 704(e)(2), Internal Revenue Code Section 706(d), and paragraph (b)(2)(ii) of Treasury Regulation 1.751-1, and

(ii) Distributions that, as of the end of such year, reasonably are expected to be made to such Partner to the extent they exceed

offsetting increases to such Partner's Capital Account that reasonably are expected to occur during (or prior to) the Partnership taxable years in which such distributions reasonably are expected to be made (other than increases pursuant to a "minimum chargeback" included in this Agreement, if any, in accordance with the provisions of Treasury Regulations 1.704-1(b)(4)(iv), and in particular subparagraph (e) thereof). For purposes of determining the amount of such expected distributions and expected capital account increases, the adjusted tax basis of Partnership property (or, if Partnership property is properly reflected on the books of the Partnership at a book value that differs from its adjusted tax basis, the book value of such property, and adjustment to the adjusted tax basis (or book value) of such property will be presumed to be matched by corresponding changes in such property's fair market value.

(b) A Partner who unexpectedly receives an adjustment, allocation, or distribution described in (i), (ii) or (iii) immediately above, shall be allocated items of income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income, and gain for such year) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.

(c) If a Partner receives an allocation of income or gain described in (b) immediately above, then, for each subsequent taxable year and subject to the limitations as are imposed by this agreement, all items of income, gain, loss and deduction shall be allocated of income or gain as quickly as possible.

(B) Sale or Refinance of Partnership Real Estate and Plants

(1) Taxable Income and Loss

Taxable Income from Sale of Partnership property shall be allocated as follows:

(a) First, Taxable Income equal to the sum of (A) the amount of recapture, if any, required under Section 48(q)(5) of the Internal Revenue Code of 1986 (the "Code") plus (B) the amount of Taxable Income, if any, treated as ordinary income under the Section 1245 or Section 1250 of the Code shall be allocated in accordance with Article VII(A)(2) of this agreement;

(b) Next, Taxable Income, (up to an amount equal to the sum of the negative balances of all Partners' Capital Accounts having negative balances) shall be allocated pro rata among the Partners with negative balances in their Capital Accounts in such amounts as will result in the elimination of the negative balances in the Capital Accounts of all such Partners; provided, however, if Taxable Income is insufficient to eliminate all negative balances in the Capital Accounts in the same proportion as that the negative balance of each Partner's Capital Account bears to the total negative balances of such Capital Accounts with negative balances;

(c) Next, Taxable Income shall be allocated to the Partners in the same proportion as Cash Flow from the Sale or Refinance of Partnership Property is allocated as determined below; a share of every item of income, gain, or loss shall be considered allocated, and every item of credit or tax preference related to such income shall be allocated to the Partners in the same proportion (regardless of whether any such item is required to be separately stated on the federal or state income tax return information return of the Partnership).

(2) Cash Flow from Sale of Partnership Property

(a) The Class A General Partner, the Class B General Partner, and the Class A Limited Partners shall be entitled to a priority distribution upon the Sale or Refinancing of the Partnership Property before any distributions are made to the Class B Limited Partners, of the following

amounts (the "Original Capital Priority, as set forth above shall be adjusted by each partners share of mortgage amortization from January 1, 1987 to date of Sale or Refinancing), plus any accrued but unpaid Income Priority as defined in Article VII(B)(1) of the Agreement:

(i) Class A General Partner - Two Million Tree Hundred and Ninety Five Thousand (2,395,000.00) Dollars;

(ii) Class B General Partner - Two Million One Hundred Twenty Five Thousand (2,129,000.00) Dollars;

(iii) Peter DePaul Trustee Class A Limited Partner - Two Hundred and Twenty Six Thousand (226,000.00) Dollars;

(iv) Eugene DePaul Trustee Class A Limited Partner - Five Hundred Thirty Two Thousand (532,000.00) Dollars;

(b) The balance of the Cash Flow from the Sale or Refinance of the Partnership Property shall be distributed as follows:

(i) Eighty-Six (86%) percent to Eugene DePaul, Trustee, Class B Limited Partner;
and;

(ii) Fourteen (14%) percent to Peter DePaul, Trustee, Class B Limited Partner.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Partnership shall end on the 31st day of December in each year.

ARTICLE IX

PARTNERSHIP FUNDS

The funds of the Partnership shall be deposited in such bank account or accounts, invested in such interest-bearing or non-interest-bearing investments, as shall be designated by the General Partners. All withdrawals from any such bank accounts shall be made by the duly authorized agent or agents of the General Partners. Partnership funds shall not be combined with those of any other person.

ARTICLE X

STATUS OF LIMITED PARTNERS

The Limited Partners shall not participate in the management or control of Partnership business nor shall they transact any business for the Partnership, nor shall they have the power to act for or bind the Partnership, said powers being vested exclusively in the General Partners.

The Limited Partners shall not have any personal liability whatever, whether to the Partnership, to any of the Partners or to the creditors of the Partnership, for the debts of the Partnership or any losses beyond the amount committed by them to the capital of the Partnership.

The termination of a Trust which is a Limited Partner shall not cause a dissolution of the Partnership, but the rights of such Limited Partner to share in the profits and losses of the Partnership, to receive distribution of the Partnership funds and to assign Partnership units shall, on the happening of the above event, descend to and vest in its successor or to the beneficiaries therein, subject to the terms and conditions of this Agreement, and the

Partnership shall continue as a Limited Partnership. However, in no event shall such beneficiary become a substituted Limited Partner, except in accordance with Article XIII hereof.

ARTICLE XI

POWERS, RIGHTS, AND DUTIES OF THE GENERAL PARTNERS

(A) The General Partners shall have the exclusive right to manage the business of the Partnership and are hereby authorized to take action of any kind and to do anything and everything they deem necessary in accordance with the provisions of this Agreement.

(B) All of the Partnership's expenses shall be billed directly to and paid by the Partnership. All the expenses incurred by the General Partners in connection with the administration and operation of the Partnership shall be charged to the Partnership.

(C) Except to the extent otherwise provided herein, the General Partners, for and in the name and on behalf of the Partnership, are hereby authorized:

(1) To execute any and all agreements, contract, document, certifications and instruments necessary or convenient in connection with the management of the Partnership;

(2) To engage in any kind of activity and to perform and carry out contracts of any kind necessary to or in connection with or incidental to the accomplishment of the purpose of the Partnership, as may be lawfully carried on or performed by the partnerships under the laws of the Commonwealth of Pennsylvania.

(D) Without the consent of the Limited Partners, the managing General Partners shall not have the authority:

- (1) To do any act in contravention of this Agreement;
- (2) To do any act which would make it impossible to carry on the ordinary business of the Partnership;
- (3) To confess judgement against the Partnership;
- (4) To admit a person as a Limited Partner, except as provided in this Agreement; and
- (5) To knowingly perform any act that would subject any Limited Partner to liability as a General Partner in any jurisdiction.

(E) Without the consent of a majority in interest of the Limited Partners, the managing General Partners shall not have the authority:

- (1) To sell or otherwise dispose of the assets of the Partnership; or
- (2) To elect to dissolve the Partnership

(F) (1) The General Partners shall take all action which may be necessary or appropriate (i) for the continuation of the Partnership's valid existence as a Limited Partnership under the laws of the Commonwealth of Pennsylvania.

(2) The General Partners shall devote to the Partnership such time as may be necessary for the proper performance of their duties hereunder;

(3) The General Partners shall prepare or cause to be prepared and shall file on or before the due date (or any extensions thereof) any federal, state, or local tax return required to be filed by the Partnership. The General Partners shall cause the Partnership to pay any taxes payable by the Partnership;

(4) The General Partners shall obtain and keep in force during the term here of insurance in favor of the Partnership with such insurers and in such amounts as the General Partners shall deem advisable;

(5) The General Partners shall be under fiduciary duty to

conduct the affairs of the Partnership in the best interests of the Partnership and of the Limited Partners, including the safekeeping and use of all Partnership funds and assets and the use thereof for the exclusive benefit of the Partnership.

(C) The General Partners shall not be liable, responsible or accountable in damages or otherwise to Limited Partners for any act or omission performed or omitted by them under this Agreement and in a manner reasonably believed by them to be in the scope of the authority granted to them by this Agreement and in the best interest of the Partnership provided that such General Partners were not guilty of fraud, bad faith, or gross negligence. The Partnership shall indemnify and hold harmless the General Partners against any loss or damage incurred by them on behalf of the Partnership or in furtherance of the Partnership's interest without relieving the General Partners of liability for fraud, bad faith, gross negligence or other breach of fiduciary duty. The satisfaction of any indemnification shall be from and limited to Partnership assets and no Limited Partner shall have any liability on the account thereof.

ARTICLE XII

BOOK OF ACCOUNT AND RECORDS

Proper and complete records and books of account shall be kept by the General Partners in which shall be entered into records and books of accounts maintained by persons engaged in a business of a like character. The Partnership's books and records shall be prepared in accordance with accepted accounting practice, consistently applied and may be kept on a cash or accrual basis as the General Partners may determine. The books and records shall at all times be maintained at the principal office of the Partnership and shall be open to reasonable inspection and examination during reasonable business

hours. The Partnership shall furnish a list of names and addresses of an units held by all Partners to any limited Partner who requests such a list in writing for any proper purpose, such cost to be borne by the requesting Limited Partner.

ARTICLE XIII

TRANSFERABILITY OF LIMITED PARTNERS INTEREST

(A) A Limited Partner may sell, assign, or transfer the whole or a part of his Limited Partnership interest only upon the following conditions:

(1) A Limited Partner may be assigned, sold or transferred only with the consent of the General Partners and will be effective as of the last day of the calendar month following receipt by the General Partners of the notice of the assignment;

(2) The transfer, assignment or sale of a Limited Partnership interest shall be accomplished by an instrument in writing, in form and substance satisfactory to the General Partners, which writing shall set forth the intentions of the purchaser;

(3) A counterpart of the instrument of transfer, executed and acknowledged by the Limited Partner shall be delivered to the General Partners.

(4) Any transfer of units must be in compliance with applicable state securities laws;

(5) No transfer will be permitted if such transfer would result in 50% or more of the units being transferred within a 12-month period;

(6) The Partnership may charge the transferring Limited Partner all reasonable legal fees and filing costs in connection with the transaction; and

(7) The transferor and purchaser shall execute and deliver to

the General Partners and Amended Limited Partnership Agreement.

(B) Any successor entity or person admitted to the Partnership as a substitute Limited Partner shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement.

ARTICLE XIV

ADMISSION OF SUCCESSOR GENERAL PARTNER

(A) Upon the bankruptcy of any General Partner, the remaining original General Partner, if any, has the right to elect to continue the business of the Partnership. However, the bankruptcy of the last remaining original General Partner shall terminate the Partnership and the Partnership shall be dissolved and liquidated as provided by law unless all Limited Partners holding all of the Partnership Interests held by Limited Partners elect, by written consent or vote, one or more new General Partners in place of thereof to continue the Partnership business. Upon the retirement, death, legal incapacity, interdiction, withdrawal or removal of any General Partner, the remaining General Partner, if any, has the right to elect to continue the business of the Partnership. However, the retirement, death, legal incapacity, interdiction, withdrawal or removal of the last remaining General Partner shall terminate the Partnership and the Partnership shall be dissolved and liquidated as provided by law unless the Limited Partners holding a majority Interests held by the Limited Partners agree to continue the Partnership business and elect, by written consent or vote, one or more new General Partners in place thereof to continue the Partnership business.

(B) Any General Partner who shall voluntarily or involuntarily for any reason (including bankruptcy, death, or interdiction) withdraw from the Partnership shall be and remain liable for all obligations and liabilities incurred by him as General Partner prior to the time such withdrawal, sale or

transfer shall have become effective, but the General Partner shall be free of any obligation or liability incurred on account of the activities of the Partnership from and after the time such withdrawal, sale or transfer shall have become effective.

ARTICLE XV

DISSOLUTION OF THE PARTNERSHIP

(A) The happening of any one of the following events shall result in an immediate dissolution of the Partnership:

(1) The sale of all assets of the Partnership;

(2) The expiration of the term of the Partnership as provided in Article IV of this Agreement.

(B) The Partnership shall terminate when all assets owned by the Partnership shall have been disposed of, and the net proceeds there from afterpayment of or due provision for all liabilities of the Partnership to the creditors, shall have been distributed as herein provided.

(C) Upon the dissolution of the Partnership, any Partner with a negative Capital Account balance must restore such negative account to the Partnership in accordance with the terms and provisions of Article VII(B)(2)(c) of this Agreement.

(D) Upon the dissolution of the Partnership, the final statement shall be prepared by the Partnership certified by the Partnership's certified public accountants as soon as practicable setting forth the assets and liabilities of the partnership. A copy of such statement shall be furnished to each Partner within ninety (90) days after such dissolution. Thereupon, all assets of the Partnership shall be liquidated as promptly as possible and the proceeds therefrom shall be distributed in the following order of priority:

(1) To the payment of debts and liabilities of the Partnership and

the expenses of liquidation;

(2) To the setting up of such reserves as the General Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership; and

(3) To the repayment of any loans or advances made by the Partners to the Partnership; and

(4) To Partner's in accordance with the positive Capital Account balances of such Partners, as determined after taking into account all Capital Account adjustments for the Partnership taxable year during which such liquidation occurs (other than those made pursuant to this requirement (5) and requirement (6) immediately below), by the end of such taxable year (or, if later, within 90 days after the date of such liquidation); and

(5) If any Partner has a deficit balance in such Partner's capital account following liquidation of such Partner's interest in the Partnership, as determined after taking into account all capital account adjustment for the Partnership taxable year during which such liquidation occurs (other than those made pursuant to this requirement (5)), such Partner is unconditionally obligated to restore the amount of such deficit balance to the Partnership by the end of such taxable year (or, if later, within 90 days after the date of such liquidation), which amount shall, upon liquidation of the Partnership, be paid to creditors of the Partnership or distributed to other Partners in accordance with their positive Capital Account balances (in accordance with requirement (2) immediately above).

ARTICLE XVI

AMENDMENTS TO THE AGREEMENT

Any amendments may be made to this Agreement from time to time by a

majority of the holders of the Partnership Interest; provided, however, that without the consent of the Partners to be adversely affected by the amendment, this Agreement may not be amended so as to:

(1) convert a Limited Partner's interest into a General Partner's interest;

(2) modify the tax liability of the Limited Partners; or

(3) alter the interest of a Partner's profits or losses.

In addition to any other amendments otherwise authorized herein, amendments may be made to the Agreement from time to time by the General Partners without the consent of any of the Limited Partners:

(1) to add to the representations, duties or obligations of the General Partners or surrender any right or power granted to the General Partners herein for the benefit of the Limited Partners;

(2) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions herein or to make any other provisions with respect to matters or questions arising under this Agreement.

ARTICLE XVII

POWER OF ATTORNEY

Each Limited Partner, including each additional and substituted Limited Partner, by the execution of this Agreement irrevocably constitutes and appoints the General Partners his true and lawful attorneys in fact, with full power and authority in his name, place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of this Agreement, including, but not limited to:

(1) All certificates and other instruments (including

counterparts of this Agreement) and any amendment thereof, which the General Partners deem appropriate, to form, qualify or continue the Partnership as a Limited Partnership under the laws of the Commonwealth of Pennsylvania.

(2) All amendments to this Agreement adopted in accordance with the terms hereof and all instruments which the General Partners deem appropriate with terms of this Agreement; and

(3) All conveyances and other instruments which the General Partners deem appropriate to reflect the acquisition of property and the dissolution and termination of the Partnership.

The appointment by the Limited Partners of the General Partners as attorneys in fact shall be deemed to be a power coupled with an interest, in recognition of the fact that each of the Partners under this Agreement will be relying upon the powers of the General Partners to act as contemplated by this Agreement and any filing or any other action by them on behalf of the Partnership shall survive the bankruptcy, death, or interdiction, of any Limited Partner of all or any part of his Partnership shall survive such transfer only until such time as the transferee shall have been admitted to the Partnership as a substituted Limited Partner and all required documents and instruments shall have been duly executed and records to effect such substitution.

ARTICLE XVIII

REDEMPTION OF THE CLASS A GENERAL PARTNERS INTEREST

Upon the death of the Class A General Partner and the Class B General Partner respectively the Partnership interest of the General Partner interest of such General Partner shall be redeemed by the Partnership at an amount equal to the remaining unpaid balance of the Income Priority and the balance of the Capital Priority not previously paid.

The payment of the redemption price shall be paid by the installment note of the Partnership payable in One-Hundred and Twenty equal monthly principal installments together with interest with the right of prepayment at the then prime lending rate charged by First Pennsylvania Bank, N.A.

ARTICLE XIX

SAVINGS PROVISION

If pursuant to any final determination of the Internal Revenue Service the General Partnership interest of a General Partner held prior to the reformation of the Partnership is determined to be in excess of the value of the General Partnership interest held by a General Partner after such reformation of the Partnership, then the Capital Priority as determined under Article VII shall be increased by an amount sufficient to eliminate such excess.

ARTICLE XX

MISCELLANEOUS PROVISIONS

(A) The Partners agree that the Partnership properties are not and will not be suitable for partition. Accordingly, each of the Partners hereby irrevocably waives any and all rights that may have to maintain any action for the partition of any of the Partnership property.

(B) This Agreement constitutes the entire Agreement among the parties and supersedes any prior arrangements or understandings among them, and may not be modified or amended in any manner other than as set forth herein.

(C) This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

(D) Except as otherwise provided, this Agreement shall be binding upon

and inure to the benefit of the parties hereto and their legal representatives, heirs, administrators, executors, successors, and assigns.

(E) When from the context it appears appropriate, each term stated either in the singular or the plural shall include the singular and the plural and the pronouns stated either in the masculine, the feminine or the neuter.

(F) Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions thereof.

(G) If any of the provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

(H) This Agreement may be executed in several counterparts, each of which be deemed an original and all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature and this Agreement may be executed by the affixing of the signatures of each of the Partners to one of such counterpart signature pages; all such counterpart signatures shall be read as though and shall have the same force and effect as though all the signatories had signed a single signature page.

IN WITNESS WHEREOF, the undersigned have executed this

Agreement as of this 2nd day of January, 1987.

Witness:

Edward Kuntz

John J. [Signature]

Laura Bruno

Eugene Paul

Commonwealth of Pennsylvania



July 22, 1988

To All to Whom These Presents Shall Come: Greeting:

IN RE: "TONY DEPAUL & SON"

I, James J. Haggerty, Secretary of the Commonwealth of the

Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a

true and correct photocopy of Limited Partnership Certificate

which appear of record in this Department.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, reading "James J. Haggerty", written over a horizontal line.

Secretary of the Commonwealth

RW 21-7

SHORT CERTIFICATE

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF MONTGOMERY } SS

I, SARA E. LONG Register of Wills in and
for the County of Montgomery, in the Commonwealth of Pennsylvania.
DO HEREBY CERTIFY that on the 13th day of January, 19 93


LETTERS Testamentary
on the Estate of Eugene DePaul

deceased, were granted to Peter DePaul

having first been qualified well and truly to administer the same. And I further certify that no revocation
of said Letters appears of record in my office.

Date of Death December 22, 1992 Given under my hand and seal of office this

Social Security No. 13th day of January, 19 93

by 
Chief Deputy Register

NOT VALID WITHOUT ORIGINAL SIGNATURE AND IMPRESSED SEAL

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held January 17, 1985

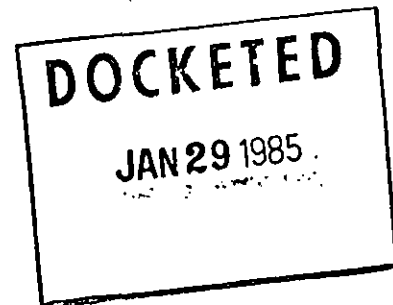
Commissioners Present:

Linda C. Taliaferro, Chairman

James H. Cawley
Frank Fischl
Bill Shane

Application of Peter DePaul and Eugene DePaul, copartners, t/d/b/a Tony DePaul and Son, for the right to begin to transport, as a common carrier, by motor vehicle, crushed stone, bituminous concrete and sand, between points in the city and county of Philadelphia, and from points in said city and county, to points in the counties of Montgomery, Delaware, Bucks and Chester.

A-00105547



Richard C. Young for the applicant.

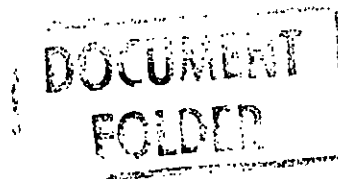
O R D E R

BY THE COMMISSION:

This matter comes before the Commission by an application filed on May 7, 1984, and published in the Pennsylvania Bulletin of July 7, 1984. No one has protested the application and the record is now certified to the Commission for its decision without oral hearing. Verified statements were submitted by the applicant and seven shippers.

Richard C. Young, manager of materials and trucking operations for Peter DePaul and Eugene DePaul, copartners, t/d/b/a Tony DePaul and Son (or applicant), sets forth in a verified statement that the applicants are not affiliated with any other carriers and that they do not hold motor carrier authority of any nature.

The applicants are headquartered at 800 West Olney Avenue, Philadelphia, and have a facility located at 3870 North Second Street where they manufacture bituminous concrete paving products and which would serve as the terminal for the proposed operations. The applicants



are in business as general contractors and as such, supply customers with sand and crushed stone in addition to the bituminous concrete paving material.

In addition to manufacturing and delivering their own materials to various customers, it is the applicants' intent to provide service by delivering the products of other shippers throughout the area of application. The service will be provided through the use of 18 company-owned dump trucks which are subject to daily shop inspections and are suitable for use in the proposed service. In support of their financial ability to properly render the service, the applicants indicate that they have total assets of \$8,415,830 and total liabilities of \$4,466,673, leaving a net worth of \$3,949,157.

John H. Roth, manager-quarry division, Glasgow Inc., Glenside, Montgomery County, states that his company is interested in using the proposed service for the delivery of crushed stone to various customers throughout the application territory. He further states that there is a serious shortage of such common carrier service in the area.

Lorenzo Romano, secretary, Mays Landing Sand & Gravel, Vineland, New Jersey, supports the application for the transportation of the proposed commodities from its stockpiles in and around the Philadelphia area to points within the area of application. The company is familiar with the applicants and feels certain they will provide adequate service.

Robert A. DeSumma, traffic manager for Corson Lime Company, Plymouth Meeting, Montgomery County, states that his company is ready to enter into hauling arrangements with the applicants, contingent upon approval of this application. The company needs service from facilities located at Plymouth Meeting and Lebanon.

James J. Anderson, president of Anderson Construction Company, Philadelphia, supports the application stating that the company needs delivery of crushed stone, bituminous and cement concrete to highway construction jobs within a 30 mile radius of Philadelphia. Anywhere from one to 100 loads will be required depending on the size of the job.

Donna Bartynski, president of Alis & Associates, Inc., Philadelphia, states that the company is a contractor's material supplier for heavy and highway construction products and has need for the delivery of miscellaneous construction materials such as stone, sand and bituminous concrete within an approximate radius of 25 miles of Philadelphia. The company will use the applicants' service as it becomes available.

Jose L. Ramos is president of Ramos & Associates, Inc., Lafayette Hill, and states that as a sub-contractor in road and utility construction, he would have need for the transportation of the proposed commodities within a 40 mile radius of Philadelphia. The shipments will originate at sources of supply in Philadelphia and he will use the service for as much as one to 50 loads per job.

Nello Naticchione, president of Nello Construction Company, Philadelphia, sets forth that the company is a general contractor engaged in road and utility construction, and has need for the proposed service within a 25 mile radius of Philadelphia.

DISCUSSION AND FINDINGS

By this unopposed application, the applicants seek initial motor carrier authority which would give them the right to transport crushed stone, bituminous concrete and sand, between points in the city and county of Philadelphia, and from points in that area, to points in the counties of Montgomery, Delaware, Bucks and Chester.

The applicant partnership is also engaged in the manufacture of bituminous paving products at a plant located in Philadelphia where they are engaged in private carrier operations, delivering their products throughout the area of application. They are now interested in entering the common carrier transportation business and would render service for other shippers and suppliers in the construction industry.

Obviously, the private carriage enterprise on its own merits, falls under the exemption afforded private carriers in Section 102(5) of the Public Utility Code. It is equally obvious that the majority of the deliveries, not only under the private carriage arrangements, but also under the service proposed here, would be to highway or road construction sites, with delivery made in dump trucks. This latter service is also exempt from regulation at Section 102(4) of the Code.

There is evidence which indicates that not all of the deliveries are made to road or highway construction sites and that deliveries for other heavy and utility construction jobs are involved. With reference to the private carriage operation, we are reminded of the decision reached in Makovsky Bros. v. Pa. P.U.C., 423 A.2d 1089 (1980), which did not dispute the private carriage arrangements but rather, rejected Makovsky's use of the same equipment in both its private carriage and common carrier functions.

There is no indication that the applicants intend to abandon their private carriage operations if they obtain the common carrier authority they seek here. In that case, we have a parallel with the Makovsky operation. In order to ease the burden on the carrier, we have, in the alternative, issued specific common carrier authority to the applicants so that they may render service for themselves, as opposed to setting aside or purchasing equipment to be used only in their private carriage operation. We believe such an arrangement is appropriate in this application.

In support of the common carrier authority proposed here, the applicants have generated support from seven shippers in the Philadelphia and immediate area. One of those shippers, Corson Lime Company, has

professed a need for service from facilities located in Plymouth Meeting and Lebanon, both of which are beyond the scope of the application. We believe the needs of the six other witnesses are sufficient to support a grant of authority within the relatively compact area of application. We caution the applicants however, to exercise sound judgment in their selection of traffic.

We find:

1. That the applicants have shown that a public need for the common carrier service as proposed and hereinafter modified does exist.
2. That the applicants are also engaged in private carriage operations.
3. That the applicants are fit, ready, willing and able to render the service as proposed and hereinafter modified.
4. That approval of the application is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved as modified, granting the following rights:

1. To transport, as a Class D carrier, crushed stone, bituminous concrete and sand, for Peter DePaul and Eugue DePaul, copartners, t/d/b/a Tony DePaul and Son, between points in the city and county of Philadelphia, and from points in said city and county, to points in the counties of Montgomery, Delaware, Bucks and Chester.
2. To transport, as a Class D carrier, crushed stone, bituminous concrete and sand, between points in the city and county of Philadelphia, and from points in said city and county, to points in the counties of Montgomery, Delaware, Bucks and Chester.

IT IS FURTHER ORDERED: That upon compliance with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates, a certificate issue evidencing the Commission's approval of the right to operate as above determined.

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

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich". The signature is stylized with a large loop at the end.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: January 17, 1985

ORDER ENTERED: JAN 28 1985

April 15, 1994

Tony DePaul & Son, Inc.
800 West Olney Avenue
Philadelphia, PA 19120

In Re: Application of - A-00111280 - Tony DePaul & Son

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Tony DePaul & Son

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before May 9, 1994. If protests are filed, you will be advised as to further procedure.

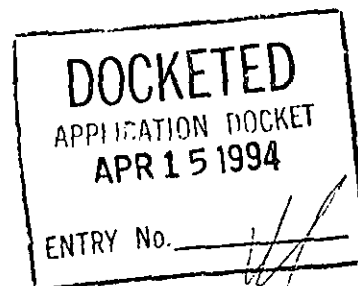
This application is accepted with the understanding that the transferor will continue to render the service and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of April 16, 1994.

Very truly yours,

DOCUMENT
FOLDER

David Ehrhart
Supervisor - Application Section
Bureau of Transportation



A-00111280 TONY DEPAUL & SON, L.P. (800 West Olney Avenue, Philadelphia, Philadelphia County, PA 19120) - (1) crushed stone, bituminous concrete and sand, for Peter DePaul and Eugene DePaul, Copartners, t/d/b/a Tony DePaul & Son, between points in the city and county of Philadelphia, and from points in said city and county, to points in the counties of Montgomery, Delaware, Bucks and Chester; and, (2) crushed stone, bituminous concrete and sand, between points in the city and county of Philadelphia, and from points in said city and county, to points in the counties of Montgomery, Delaware, Bucks and Chester: which is to be a transfer of the rights authorized under the certificate issued at A-00105547 to Peter DePaul and Eugene DePaul, Copartners, t/d/b/a Tony Depaul & Son, subject to the same limitations and conditions.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin APR 16 1994

BUREAU OF TRANSPORTATION
COMMON CARRIER
April 1994

A-00111280

Application of Tony DePaul & Son, L.P., for the right to begin to transport, as a common carrier, by motor vehicle, (1) crushed stone, bituminous concrete and sand, for Peter DePaul and Eugene DePaul, Copartners, t/d/b/a Tony DePaul & Son, between points in the city and county of Philadelphia, and from points in said city and county, to points in the counties of Montgomery, Delaware, Bucks and Chester; and, (2) crushed stone, bituminous concrete and sand, between points in the city and county of Philadelphia, and from points in said city and county, to points in the counties of Montgomery, Delaware, Bucks and Chester: which is to be a transfer of the rights authorized under the certificate issued at A-00105547 to Peter DePaul and Eugene DePaul, Copartners, t/d/b/a Tony Depaul & Son, subject to the same limitations and conditions.

JG:rs/em

4/5/94

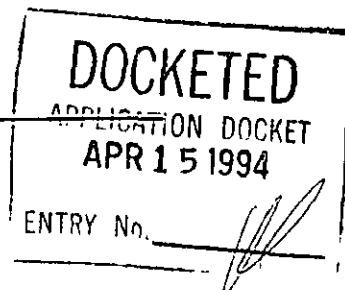
Application received: 12/7/94
Application docketed: 3/15/94

NA

Protests due _____



MAY 9 1994



Tony DePaul and Son

RECEIVED
General Contractors

800 W. OLNEY AVENUE • PHILADELPHIA, PA 19120-2296
PHONE: 215-224-7400 • FAX NO: 215-224-3830

May 9, 1994

Mr. Douglas A. Pike
Technical Review Section
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Application of A-00111280 - Tony DePaul and Son

Dear Mr. Pike,

Thank you for speaking with me on the phone today regarding your letter to us dated May 2, 1994.

Pursuant to our conversation, please be advised that our company continues in business using the name

TONY DEPAUL & SON, LP

Please contact the undersigned if you have any questions.

Very truly yours,



Michael J. Lerner, CPA
Controller

Document
FILED

DOCKETED
APR 11 1994
MAY 11 1994
ENTRY NO. 