

MARKOFSKI LAW OFFICES

1258 EAST PHILADELPHIA AVENUE

P. O. BOX 369

GILBERTSVILLE, PA. 19525

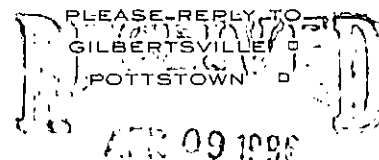
(610) 367-4444

FAX (610) 369-0057

HENRY C. MARKOFSKI •
H. CHARLES MARKOFSKI •••
JAMES L. MARKOFSKI
SUSAN M. MARKOFSKI

POTTSTOWN OFFICE
18 S. CHARLOTTE STREET
POTTSTOWN, PA. 19464
(610) 323-7600
FAX (610) 327-2102

•ALSO MEMBER DC BAR
••ALSO MEMBER FLORIDA BAR
•ALSO REGISTERED PATENT ATTORNEY



April 8, 1996

DEPARTMENT OF
TRANSPORTATION & SAFETY

Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105

Attn: Mr. Lawrence Keener-Farley

Re: Agliano Brothers Trucking

Dear Mr. Keener-Farley:

Pursuant to our telephone conversation of this morning, enclosed please find a check payable to the Public Utility Commission in the amount of \$100.00, being the application fee for the captioned matter.

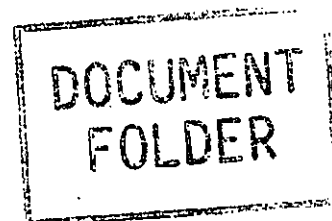
I am sorry for this oversight.

Very truly yours,

Handwritten signature of Carol Bauman.

Carol Bauman,
Secretary

Enclosure



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PLEASE REPLY TO
GILBERTSVILLE X
POTTSTOWN D

March 27, 1996

Public Utility Commission
North Office Building
P. O. Box 3265
Harrisburg, PA 17105-3265

Gentlemen:

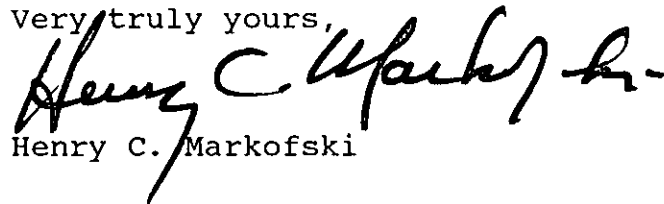
Enclosed please find an application for transportation by motor common carriers of property by Agliano Brothers Trucking. I am also enclosing the certificate of insurance and the partnership agreement which was executed as of 2/23/1996.

If you need anything further to process this application, please contact me.

If everything is satisfactory, kindly send the approval papers to my address on behalf of Agliano Brothers Trucking.

Thank you for your attention to this matter.

Very truly yours,


Henry C. Markofski

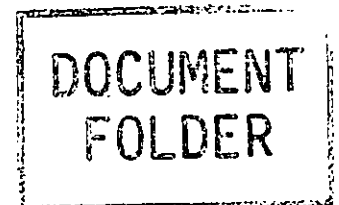
HCM/cb

Enclosures

cc: Agliano Brothers Trucking

96 MAR 28 4:11:26
RECEIVED
INFORMATION CONTROL

000207



18

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

2/28/95

APPLICATION FOR TRANSPORTATION BY MOTOR
COMMON CARRIERS OF PROPERTY

(PLEASE READ INSTRUCTIONS BEFORE PREPARING APPLICATION)

0003
RECEIVED
MAR 25 1995

For PUC Use Only 701879
Docket No. <u>A-00112956</u>
Folder No. _____

BUREAU OF
TRANSPORTATION & SAFETY
96 MAR 28 PM 12:17
RECEIVED
INFORMATION CONTROL

1. Aghano Brothers Trucking
(Full and correct name in which you intend to operate)

2. _____
(Trade name, if any)

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

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

3. 243 Stone Rd 610-754-6501
(Physical Address) (Telephone No.)

Barto Montgomery Pa 19504
(City) (County) (State) (Zip)

4. PO Box 15
(Mailing Address; if different)

Sassamansville Montgomery Pa 19472
(City) (County) (State) (Zip)

**DOCUMENT
FOLDER**

**DOCKETED
APPLICATION DOCKET**
APR 09 1996
ENTRY No. [Signature]

5. Applicant does not hold ICC authority under Docket No. _____
(does or does not)

6. Applicant does not have a current safety rating issued by _____
(does or does not)

(attach copy).

7. Approximate number of commercial vehicles to be operated intrastate:

owned 2 leased _____

8. Applicant is (check one):

Individual

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

<u>Philip J Aghano</u>	<u>PO Box 14 Sassamansville Pa</u>
(Name)	(Address)
<u>Frederick J Aghano</u>	<u>243 Stone Rd Barto Pa</u>

Corporation. Organized under the laws of the State of _____ and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (Attach date-stamped copy of application for Certificate of Incorporation or Authority). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

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

Partnership Agreement.

Date-stamped copy of Fictitious Trade Name registration certificate.

Date-stamped copy of Application for Certificate of Incorporation or Certificate of Authority.

Copy of a current safety rating issued by a state or federal agency.

List of corporate officers and stockholders and distribution of shares.

Proof of Insurance.

10. Certification

- a. Applicant certifies that it is not now engaged in any intrastate transportation of property for compensation between points in Pennsylvania and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation is received.
- b. Applicant certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance, and will be able to comply with them; and acknowledges that failure to abide by the requirements of the Commission as they relate to safety and insurance may result in civil penalties, suspension or cancellation of the certificate.
- c. Applicant certifies that it understands that it is subject to an annual assessment based upon its gross intrastate operating revenues to help pay expenses incurred by the PUC in regulating motor common carriers of property; and acknowledges that failure to file the annual assessment report and timely satisfy the assessment may result in civil penalties, suspension or cancellation of the certificate.

VERIFICATION OF APPLICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

<u>Philip J Agliano</u>	<u><i>Philip J Agliano</i></u>	<u>2-23-96</u>
(Print Name)	(Signature)	(Date)

<u>Frederick J Agliano</u>	<u><i>Frederick J Agliano</i></u>	<u>2-23-96</u>
(Print Name)	(Signature)	(Date)

_____	_____	_____
(Print Name)	(Signature)	(Date)

This section must be completed by the applicant appearing on Line 1, if an individual; by all partners, if a partnership; or by the President or Secretary if a corporation).



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

07/28/95

PRODUCER

Markley Agency, Inc
449 Hamilton Street, Suite #6
Norristown PA 19401-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Credit General Ins Co

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Frederick J Agllano
P O Box 14
Sassamansville PA 19472

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	PT 3117-00	07/14/95	07/15/96	COMBINED SINGLE LIMIT \$ 750000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

1990 Kenworth Dump Truck - Serial # 2NKWLBEX2LM542595

CERTIFICATE HOLDER

Jesse Baro Inc
130 Quarry Road
Douglasville PA 19518

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Eleanor M. Kovach

THIS PARTNERSHIP AGREEMENT dated 2/23 / , 1996, is between PHILIP J. AGLIANO, of Post Office Box 14, Sassamansville, Pa. and FREDERICK J. AGLIANO of 243 Stone Road, Barto, Pa., 19504.

NOW THEREFORE, for and in consideration of the mutual undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

NAME AND PLACE OF BUSINESS

1. The name of the partnership shall be AGLIANO BROTHERS TRUCKING.

2. The principal place of business of the partnership shall be at Kulps Road, P. O. Box 15, Sassamansville, Pa. 19472, and at such other localities within or without the State of Pennsylvania, as may be agreed upon by the partners.

3. The partnership shall engage in the business of hauling and trucking of materials and in such other business of a similar nature or related thereto as shall be agreed upon by the partners.

4. The partnership shall be governed by the laws of the Commonwealth of Pennsylvania.

CAPITAL

5. The capital of the partnership shall consist of a 1990 Kenworth truck valued at approximately \$50,000.00, currently titled in the name of Frederick J. Agliano. Philip J. Agliano shall contribute such capital as may be appropriate for equal contributions by the parties hereto as above set forth; it being

understood that the contribution can be in money or money's worth. The partnership shall be responsible for the loan currently with the Harleysville National Bank in the face amount of \$65,000.00 with a current balance of approximately \$60,000.00.

6. An individual capital account shall be maintained for each partner.

7. Except by unanimous agreement of the partners, or on dissolution, the capital contributions of the partners shall not be subject to withdrawal.

PROFIT AND LOSSES

8. The net profits or net losses of the partnership shall be distributable or chargeable, as the case may be, to each of the partners in equal proportions.

9. An individual Income Account shall be maintained for each partner. Profits and losses shall be credited or debited to the individual Income Accounts as soon as practicable after the close of each fiscal year.

10. If there be no balance in the individual Income Accounts, net losses shall be debited to the individual Capital Accounts. If the Capital Account of a partner shall have been depleted by the debiting of losses under this paragraph, future profits of that partner shall not be credited to his Income Account until the depletion shall have been made good, but shall be credited to his Capital Account. After such depletion in his Capital Account shall have been made good, his share of the profit thereafter shall be credited to his Income Account.

MANAGEMENT

11. Each of the partners shall have an equal voice in the management and conduct of the partnership business. All decisions shall be by a majority vote, and each partner shall be entitled to one vote. Each partner shall devote his full time and attention to the partnership business. Each partner shall draw such a sum as salary as shall from time to time be agreed upon, which sums shall be deducted from profits before computing the profit shares of the partners, but the payment of salaries shall be an obligation of the partnership only to the extent that there are partnership assets available therefor, and shall not be an obligation of the partners individually.

DISSOLUTION BY RETIREMENT, DEATH OR INSANITY

12. Any partner may retire from the partnership on 60 days prior notice to the other partner.

13. Retirement or insanity of a partner shall work an immediate dissolution of the partnership.

14. If any one or more of the parties hereto shall die during the term of the partnership, the partnership shall not be deemed to be dissolved thereby, but the administrators, executors or trustees of the decedent or decedents shall have the right, privilege and option to immediately succeed to the interest of their respective decedents; if the said administrators, executors or trustees should so elect, by giving written notice to the surviving partner within 30 days after the death of any party, they shall stand in the place and stead of the decedent in respect to

his share and profits in the business during the remainder of the term of the partnership, and the said administrators, executors or trustees shall be subject to the same duties and liabilities as the deceased partner would have possessed and would have been subject to but for his death. The administrators, executors or trustees of the deceased partner shall have the right and privilege to nominate and designate a person to act in his behalf, and said person shall be employed by the partnership at a salary equivalent to two thirds of the salary received by the surviving partner.

15. On the termination of the partnership, or dissolution thereof, for any cause, a full and accurate inventory shall be prepared, and the assets, liabilities and income, both gross and net, shall be ascertained; the debts of the partnership shall be discharged, and all moneys and other assets of the partnership remaining shall be divided in specie among the partners, share and share alike, if, however, any one of the parties shall desire to continue the operation of the business after the termination or dissolution of the partnership, he has the privilege, at his option, to pay the sum due the withdrawing or deceased partner or for his share of the assets, or his estate, as follows: Ten (10%) per centum on termination or dissolution, and the balance in 36 equal monthly installments, with interest at the rate of three (3%) per centum per annum on the unpaid balance; provided, however, that any one or more of the monthly installments may be paid in advance at the option of the remaining or surviving partner.

POWERS AND LIMITATIONS

16. Checks shall be drawn on the partnership bank account for partnership purposes only and checks up to \$1,000.00 may be signed by any partner. Any sums over \$1,000.00 shall be signed by both partners.

17. No partner may do any of the following without the consent of the other partner:

a. Borrow money in the firm name for firm purposes or utilize collateral owned by the partnership as security for such loans.

b. Assign, transfer, pledge, compromise or release any of the claims of or debts due the partnership except on payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership.

c. Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, deed guarantee indemnity bond surety bond or contract of sale of all or substantially all of the property of the partnership.

d. Lease or mortgage any partnership real estate or any interest therein or enter into any contract for any such purpose.

e. Assign, transfer, pledge, hypothecate, or in any manner transfer his interest in the partnership, except to the other party to this agreement. Any assignment made in violation of this provision shall be void ab initio.

f. Become a surety, guarantor, or accommodation party to any obligation.

g. Any equipment purchased will require the agreement of both partners. Normal and emergency maintenance of the equipment, however, can be had by either partner.

ARBITRATION

18. If any disagreement shall arise between the parties hereto in respect to the conduct of the business, its dissolution, or in respect to any matter, cause or thing whatsoever not herein otherwise provided for, the same shall be decided and determined by arbitrators; each party, his heirs, executors or administrators, shall appoint one such arbitrator, and a fourth arbitrator shall be chosen by the three arbitrators aforementioned within five days after their appointment. The award of the majority of such arbitrators shall be binding and conclusive upon the partners hereto. The appointment of such arbitrators shall be made within five days after receiving notice from any one of the parties hereto, his heirs, executors or administrators, to make such appointment. The failure of any one of the parties to so appoint an arbitrator, shall authorize the party or parties making appointments to make an appointment for him, by their majority vote. If such three arbitrators shall fail or be unable within five days to select a fourth arbitrator, then and in such event, any Judge of the Common Pleas Court of the County of Montgomery, Commonwealth of Pennsylvania, upon application made by any one of the parties hereto for that purpose, is authorized and empowered to appoint such additional arbitrator.

MISCELLANEOUS

19. The partnership shall maintain a bank account or bank accounts in such bank or banks as may be agreed upon by the partners.

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

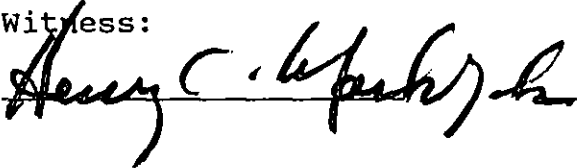
21. Proper and complete books of account shall be kept at all times and shall be open to inspection by any of the partners or by his accredited representative at any time during reasonable business hours. The books of account shall be examined and reviewed as of the close of each fiscal year by an independent certified public accountant agreeable to the partners, who shall make a report thereon.

22. Credit accounts for gasoline and other supplies shall be in the business name.

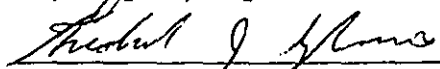
23. The parties hereto covenant and agree that they will execute any further instruments and that they will perform any acts which are or may become necessary to effectuate and to carry on the partnership created by this agreement.

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

Witness:



 (Seal)
Philip J. Agliano

 (Seal)
Frederick J. Agliano



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

IN REPLY PLEASE
REFER TO OUR FILE

April 19, 1996

HENRY C MARKOFSKI
ATTORNEY AT LAW
PO BOX 369
GILBERTSVILLE PA 19525

In re: A-00112956 - Application of Philip J. & Frederick J. Agilano, t/d/b/a
Agilano Brothers Trucking

Dear Sir:

The above-cited application has been received and accepted for publication. It will be published in the Pennsylvania Bulletin of April 20, 1996.

You are further advised that the above-cited application will be submitted for review provided no comments are filed on or before May 6, 1996.

If comments are filed, you will be advised as to the procedure.

You are not yet authorized to provide intrastate service. You will receive notification when you may begin.

Very truly yours,

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

PSM:lg

cc: Applicant

PHILIP J & FREDERICK J AGILANO
T A AGILANO BROTHERS TRUCKING
243 STONE ROAD
BARTO PA 19504

