

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

\_\_\_\_\_  
**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
\_\_\_\_\_

Application of Susquehanna Valley Taxi Service, Inc.  
(Applicant/Transferee-Buyer)

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

No. A-2015-2472707, Folder No. \_\_\_\_\_, issued to

Susquehanna Valley Limousine, Inc. t/a Susquehanna Valley Taxi  
Service  
(Transferor – Seller)

for transportation of persons in call or demand service.  
(persons – household goods)

**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

1. Susquehanna Valley Taxi Service, Inc.  
(Full and Correct Name of Applicant/Transferee)

2. N/A  
(Trade Name, If Any)

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

on \_\_\_\_\_ (attach copy of stamped registration form.)  
(Date)

3. 2225 Ridge Road  
(Business Street Address) (P. O. Box, If Any)

Northumberland, Northumberland PA 17857 570-473-8833  
(City) (County) (State) (Zip) (Telephone)

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

Craig A. Doll, Esquire P.O. Box 403, Hummelstown, PA 17036 (717) 580-7748  
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Chris Peifer 2225 Ridge Road, Northumberland, PA 17857  
(Name) (Address)

Transferor: Chris Peifer 2225 Ridge Road, Northumberland, PA 17857  
(Name) (Address)

6. Applicant does not hold Pa. P. U. C. authority under Docket Number  
(does or does not)

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

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

No. A- \_\_\_\_\_.

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).

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(Name)	(Address)

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Corporation. Organized under the laws of the Commonwealth of Pennsylvania and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on 8/13/2015 as entity number 6292103 (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 stockholder 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.

10. Applicant proposes to acquire all of the operating rights now held by transferor.  
(all or part)

Attach a 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 to separate call or demand operations from limousine operations for insurance purposes.

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12a. The following must be attached:

- Sales Agreement
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of Safety Program.
- Statement of transferee's experience.

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


- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations 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/administrator/administratrix.

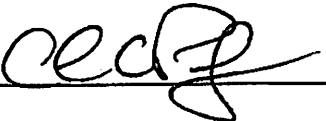
13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

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.

Transferee sign here:  3/30/16  
(Each Partner Must Sign) (Date)

(Corporate Seal) \_\_\_\_\_

Transferor sign here:  3/30/16

(Corporate Seal) \_\_\_\_\_

**APPLICATION VERIFICATION**

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

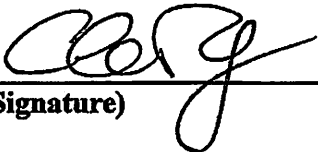
**TRANSFEROR (SELLER)**

CHRIS A. PERFEU            3/30/16  
(Print Name)                      (Signature)                      (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

**TRANSFeree (BUYER)**

CHRIS A. PERFEU            3/30/16  
(Print Name)                      (Signature)                      (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

\_\_\_\_\_  
(Print Name)                      (Signature)                      (Date)

**If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.PA.GOV

Chris A Peifer  
312 Comfort Road  
NORTHUMBERLAND PA 17857


Susquehanna Valley Taxi Service Inc.

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEBSITE LOCATED WWW.CORPORATIONS.STATE.PA.US/Search/CorpSearch OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND /OR UCC FILINGS , PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEBSITE.

ENTITY NUMBER : 6292103

**PENNSYLVANIA DEPARTMENT OF STATE  
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: <b>Chris A Peifer</b> <hr/> Name <b>312 Comfort Road</b> <hr/> Address <b>Northumberland PA 17857</b> <hr/> City State Zip Code	<p style="text-align: center;"><b>Articles of Incorporation - For Profit</b>          DSCB:15-1306/2102/2303/2702/2903/3101/3303/7102</p>  <p style="text-align: center;">TML150911JG1328</p>
<input checked="" type="checkbox"/> Return document by email to: <u>chris@sviimo.com</u>	

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$125

- Check only one:
- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Business-stock (§ 1306) | <input type="checkbox"/> Management (§ 2703)   | <input type="checkbox"/> Benefit (§ 3303)     |
| <input type="checkbox"/> Business-nonstock (§ 2102)         | <input type="checkbox"/> Professional (§ 2903) | <input type="checkbox"/> Cooperative (§ 7102) |
| <input type="checkbox"/> Business-statutory close (§ 2303)  | <input type="checkbox"/> Insurance (§ 3101)    |   |

In compliance with the requirements of the applicable provisions (relating to corporations and unincorporated associations), the undersigned, desiring to incorporate a corporation for profit, hereby states that:

1. The name of the corporation (*corporate designator required, i.e., "corporation," "incorporated," "limited," "company," or any abbreviation thereof. "Professional corporation" or "P.C." permitted for professional corporations*):

Susquehanna Valley Taxi Service Inc.

2. Complete part (a) or (b) – not both:

(a) The address of this corporation's proposed registered office in this Commonwealth is:  
*(post office box alone is not acceptable)*

<u>2225 Ridge Road</u>	<u>Northumberland</u>	<u>PA</u>	<u>17857</u>	<u>Northumberland</u>
Number and Street	City	State	Zip	County

(b) The name of this corporation's commercial registered office provider and the county of venue is:

c/o: \_\_\_\_\_

Name of Commercial Registered Office Provider \_\_\_\_\_ County \_\_\_\_\_

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. Check and complete one:

The corporation is organized on a nonstock basis.

The corporation is organized on a stock share basis and the aggregate number of shares authorized is:

100

**PA DEPT. OF STATE  
 AUG 31 2015**

5. The name and address, including number and street, if any, of each incorporator (*all incorporators must sign below*):

Name	Address
Chris A Peifer	312 Comfort Road, Norhtumberland, PA 17857
Matthew G Markunas	P.O. Box 240, 4006 Smoketown Road, Lewisburg, PA 17837

6. The specified future effective date, if any: \_\_\_\_\_  
month/day/year hour, if any

7. Additional provisions of the articles, if any, attach an 8½ by 11 sheet.

8. *Statutory close corporation only*: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.)

9. *For Cooperative Corporation Only*.  
*Check and complete one:*

The corporation is a cooperative corporation and the common bond of membership among its members is: \_\_\_\_\_.

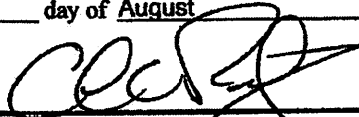
The corporation is a cooperative corporation and the common bond of membership among its shareholders is: \_\_\_\_\_.


10. *Benefit corporations only*: This corporation shall have the purpose of creating general public benefit.

Strike out if inapplicable: This corporation shall have the purpose of creating the enumerated specific public benefit(s): \_\_\_\_\_

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this

20 \_\_\_\_ day of August \_\_\_\_\_, 2015.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## PURCHASE AGREEMENT

This agreement dated *March 30, 2016*, between Susquehanna Valley Limousine, Inc. t/a Susquehanna Valley Taxi Service (hereinafter "Limo" or "Seller") and Susquehanna Valley Taxi Service, Inc. ("Taxi" or "Buyer").

WHEREAS, Seller is a duly constituted Pennsylvania corporation with its principle place of business at 2225 Ridge Road, Northumberland, PA 17857; and

WHEREAS, Buyer is a duly constituted Pennsylvania corporation with its principle place of business at 2225 Ridge Road, Northumberland, PA 17857; and

WHEREAS, Limo possesses a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission ("PUC" or "Commission") at Commission Docket No. A-2015-2472707; and

WHEREAS, Buyer desires to undertake the offering of call or demand service within the same area as that granted to Limo; and

WHEREAS, Limo desires to transfer its call or demand rights to Taxi for insurance purposes; and

WHEREAS, Limo desires to sell and Taxi desires to purchase the Certificate of Public Convenience of Limo in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payments provided hereinafter, the above named parties hereto agree as follows:

1. *Agreement to sell.* At the Closing (hereinafter defined), Limo shall sell, grant, convey, transfer, assign and deliver to Taxi, free and clear of all liens, encumbrances or charges, the following:

All right, title, and interest in a Certificate of Public Convenience (“Certificate”) issued by the Pennsylvania Public Utility Commission at Commission Docket No. A-2015-2472707. Said Certificate is evidence of the Commission’s issuance of various Orders granting Limo the privilege to transport:

To transport, as a common carrier, by motor vehicle, persons, in call or demand service, in the counties of Northumberland, Union, Snyder, excluding the Borough of Riverside, Northumberland County.

Said Certificate constitutes the entirety of the call or demand operating rights granted by the Commission and possessed by Limo.

2. *Agreement to Purchase.* At the Closing, Buyer shall purchase from Seller, upon the terms and conditions of this Agreement and in reliance upon the representations and warranties of Limo contained in this Agreement and Exhibits hereto, all right, title, and interest in the Certificate described in Paragraph 1 and, as consideration therefore shall pay to Limo as set forth in Paragraph 3, the purchase Price for the Certificate.

3. *Purchase Price.* As full consideration for these rights and privileges, Buyer shall pay to Seller the purchase price of one dollar and other valuable consideration (\$1.00), (the “Purchase Price”).

4. *No assumption of Liabilities.* Buyer is neither assuming nor agreeing to pay or discharge any of the liabilities and obligations of Seller, and nothing in this Agreement or otherwise shall be construed to the contrary. All liabilities and obligations of Seller, whether known or unknown, direct or contingent, in litigation or threatened or not yet asserted with respect to any aspect of the Business, are and shall remain the responsibility of seller. Without limiting the generality of the foregoing, Seller shall remain specifically responsible for (a) any liabilities of Seller with respect to any federal, state, or local income, franchise or other tax imposed upon Limo, (b) any obligation of Limo arising out of any litigation, whether existing or threatened, or (c) any assessment or supplemental assessment that is due or may be due for any operations conducted by Limo prior to the approval of the transfer application by the PUC. Further, in no event shall Buyer assume or incur any liability or obligation with respect to any

income or other tax payable by Limo incident to or arising as a consequence of the consummation by Limo of this Agreement or any cost or expense incurred by Limo incident to or arising as a consequence of this Agreement or any cost or expense incurred by Limo incident to or arising as a consequence of such consummation of the negotiations in connection with this Agreement.

5. *Bulk Sales.* The parties agree that the transfer contemplated herein is not governed by the requirements of the Pennsylvania Bulk Sales Act.

6. *Closing.* The Closing contemplated by the Agreement shall occur within one week of the issuance of the final unappealable order of the PUC approving the asset transfer contemplated herein.

7. *Representations and Warranties of Seller.* Limo hereby represents and warrants to Taxi, intending for Taxi to rely thereon, as follows:

a. Limo is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified and in good standing as a foreign corporation in each jurisdiction in which the nature of Limo's business requires such qualification.

b. Limo is not a party to, guarantor of, or cosigner of any indenture, note, conditional sale, loan or other borrowing instruments.

c. Limo owns outright, and has good and marketable title to the Certificate, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or other encumbrances or conflicting claims of any nature whatsoever.

d. Limo has filed or caused to be filed all federal, state and local returns and reports of Limo through taxable year ended December 31, 2014, which are due and required to be filed and has paid or caused to be paid all taxes due. Additionally, Limo has filed all annual reports due through March 2014 with the PUC and has paid any annual or special assessments due and owing which relate to operations conducted through December 2014. Limo has received no notice of, and to the knowledge of the Seller, there is no pending or threatened proceeding or

claim by any governmental agency for the assessment or collection of taxes or other payments from Limo.

e. Except as set forth on Exhibit 1 attached hereto:

i. There is no dispute, claim, action, suit, proceeding, arbitration or governmental investigation, administrative or judicial, pending, or to the knowledge of Limo threatened against Limo.

ii. Limo is not in default with respect to any order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality, which involves the possibility of any judgment or liability which may result in any material adverse change in the financial condition of Limo or could constitute an encumbrance upon the Certificate.

f. Limo has no liabilities or obligations accrued, absolute, contingent or otherwise, except as set forth on Exhibit 2, and none which is material and/or adverse.

g. Limo has complied with and is not in default under, or in violation of, any law, ordinance, rule, regulation or order (including, without limitation, any order of the PUC) applicable to its operations, business or properties as presently constituted, which materially adversely affect or, so far as Limo can now foresee, may in the future materially adversely affect the Certificate.

h. Limo has full corporate power and authority to enter into his Agreement and consummate the transactions on its part contemplated hereby. The execution and delivery of this Agreement, and the sale, transfer, and other actions contemplated hereby have been duly authorized by the Board of Directors, and, if required the shareholders of Limo, which are the only corporate approvals required of Limo. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein by Limo constitute a violation or breach of applicable law of Limo's Articles of Incorporation, Bylaws or any provision of any contract or instrument to which Limo is a party or by which it is bound, or any order, writ, injunction, decree or judgment applicable to it, or constitutes a default (or would but for the giving of notice or lapse of time or both, constitutes a default) under any contract or instrument to which Limo is a party or by which it is bound. This Agreement constitutes the legal, valid and binding obligation of Limo enforceable in accordance with its terms.

i. This agreement only affects the call or demand authority currently held by Limo and no other rights conferred upon it by the Pennsylvania Public Utility Commission or any other state, federal, or local governmental unit.

j. No representation or warranty by Limo in this Agreement or in any other exhibit, list, or document delivered pursuant to this Agreement, contains or will contain at Closing any untrue statement of material act or omits or will omit to state any material fact necessary to make any statement herein and therein not misleading.

8. *Representations and Warranties of Taxi.* Taxi hereby represents and warrants to Limo, intending for Limo to rely hereon, as follows:

a. Taxi is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified and in good standing as a foreign corporation in each jurisdiction in which the nature of Taxi's business requires such qualification.

b. Taxi has full corporate power and authority to enter into his Agreement and consummate the transactions on its part contemplated hereby. The execution and delivery of this Agreement, and the sale, transfer, and other actions contemplated hereby have been duly authorized by the Board of Directors, and, if required the shareholders of Taxi, which are the only corporate approvals required of Taxi. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein by Taxi constitute a violation or breach of applicable law of Taxi's Articles of Incorporation, Bylaws or any provision of any contract or instrument to which Taxi is a party or by which it is bound, or any order, writ, injunction, decree or judgment applicable to it, or constitutes a default (or would but for the giving of notice or lapse of time or both, constitutes a default) under any contract or instrument to which Taxi is a party or by which it is bound. This Agreement constitutes the legal, valid and binding obligation of Taxi enforceable in accordance with its terms.

c. No representation or warranty by Taxi in this Agreement or in any other exhibit, list, or document delivered pursuant to this Agreement, contains or will contain at Closing any untrue statement of material act or omits or will omit to state any material fact necessary to make any statement herein and therein not misleading.

9. *Conduct Pending Closing.* Limo hereby covenants and agrees that, pending the Closing and except as otherwise approved in advance in writing by Taxi:

a. Limo shall carry on the call or demand business diligently and substantially in the same manner as heretofore conducted and refrain from any action that would result in the breach of any of the representations, warranties or covenants of Limo hereunder.

b. Taxi and its authorized representatives shall have full access during normal business hours upon prior arrangement with Limo to all properties, books, records, contracts and documents of Limo, and Limo shall furnish or cause to be furnished to Taxi and its authorized representatives all information with respect to the Certificate and business of limo as Taxi may reasonably request. In the event of the termination of this Agreement, all such information shall remain confidential and not be used by Taxi, its employees or agents, and all copies thereof shall be returned to Limo.

c. Limo shall not enter into any contract, commitment or transaction affecting the Certificate.

d. Limo will not, and will not agree to, create any indebtedness or any other fixed or contingent liability including, without limitation, liability as a guarantor or otherwise with respect to the obligations of others.

e. Limo shall not do any act or omit to do any act, or permit any act or omission to act, which will cause a material breach of any material contract, commitment or obligation by which it is bound.

f. Limo will prepare and file all state, federal and other tax returns or PUC reports, and any amendments thereto required to be filed between the date of this Agreement and the Closing Date. Taxi shall have a reasonable opportunity to review all such returns, reports and amendments thereto, prior to their being filed.

g. Prior to the Closing Date, Limo shall have obtained all authorizations, waivers, consents and permits of others required to permit the consummation by Limo of the transaction contemplated by this Agreement or to remove any breach or threatened breach of any representation, warranty or agreement of Limo herein. It is specifically understood that Limo and buyer shall cooperate in the joint application to the PUC for approval of the transaction contemplated herein.

10. *Conditions Precedent to Taxi's Obligations.* All obligations of Taxi under this agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions unless otherwise waived in writing by Taxi:

a. Limo's representations and warranties contained in this Agreement or in any list, exhibit, or document delivered pursuant to the provisions hereof shall be true at an as of the time of Closing.

b. Limo shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at Closing.

c. There shall not have been a material adverse change, occurrence or casualty in Limo that would affect in any manner the Certificate.

d. Limo shall have delivered all documents required hereunder.

e. There shall not be any pending or, to the knowledge of Limo, threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either party herein.

11. *Conditions Precedent to Limo's Obligations.* All obligations of Limo under this Agreement are subject to the fulfillment, prior to or at the Closing, of the following conditions.

a. Taxi's representations and warranties contained in this Agreement shall be true at and as of the time of Closing.

b. Taxi shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at Closing.

c. Taxi shall have signed all necessary documents in connection with the payment of the purchase price.

d. There shall not be any pending or threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either party herein.

12. *Fees and expenses.* Each party hereby represents and warrants to the other that it has not engaged or dealt with any broker or other person who may be entitled to any brokerage fee or commission in respect of the execution of this Agreement or the consummation of the transactions contemplated hereby. Without limiting the generality of the foregoing, each of the parties hereto shall indemnify and hold the other harmless against any and all claim, loss, liability or expense which may be asserted against such other party as a result of such broker or person. Each party hereto shall pay its own expenses incidental to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

13. *Survival of Representations, Warranties and Agreements.* All representations, warranties and agreements made by Limo and Taxi in this agreement or in any other document delivered pursuant hereto shall survive the Closing.

14. *Indemnification by Limo.* Limo shall defend, indemnify and hold Taxi harmless from and against:

a. Any and all liabilities and obligations of, or claims against, Limo arising out of the conduct of the call or demand business, and

b. All actual or potential claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable attorneys' fees whether or not reduced to judgment, order or award, caused by or arising out of the breach of any agreement of or any representation or warranty made by Limo in this Agreement or in any exhibit, list, certificate or document delivered by it pursuant hereto.

15. *Indemnification by Taxi.* Taxi shall defend, indemnify and hold Limo harmless from and against all damages, losses and out-of-pocket expenses including reasonable attorneys' fees, caused by or arising out of the breach of any agreements of or any representation or warranty made by Taxi in this Agreement or in any exhibit, list, certificate or document delivered by it pursuant hereto.

16. *Defense of Claims.* Promptly after any service of process by any third person in any litigation in respect of which indemnity may be sought from the other party pursuant to paragraph 15, the party so served shall notify the indemnifying party of the commencement of such litigation, and the indemnifying party shall be entitled to assume the defense thereof at its expense with counsel of its own choosing.

17. *Further Assurances.* At the reasonable request of Taxi from time to time, Limo will execute and deliver such further reasonable instruments and will take such other reasonable action more effectively to consummate the transactions contemplated by this Agreement and to put Taxi into ownership, possession and control of the Certificate of Public Convenience to the exclusion of all others whose claims may have arisen prior to the Closing.

18. *Tax Matters.* Limo shall, on a timely basis, prepare and file or cause to have prepared and filed all tax returns, assessment reports for the year which includes the Closing Date, and pay any and all taxes or assessments due for such period.

19. *Responsibility for Litigation.* Limo shall be responsible for all present and future litigation and claims arising out of the conduct of the business up to the time of Closing. The party liable shall direct or control, or continue to direct or control, as the case may be, the conduct of such litigation. The other party shall cooperate with any reasonable requests of the party or its attorneys in the defense of such litigation, including the availability of records, books, or other corporate documents.

20. *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

21. *Assignment.* This Agreement shall not be assignable by either party without the prior written approval of the other party. To the extent assignable, this Agreement shall be binding upon, and inure to the benefit of, Taxi and his successors and assigns and Limo and its successors and assigns.

22. *Regulatory Approvals.* This performance of any obligation set forth in this Agreement is expressly contingent upon the approval of the transactions contemplated in this Agreement and the approval of the transfer of the call or demand Certificate by the PUC without additional limitations and/or restrictions.

23. *Headings for Reference Only.* The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions of this Agreement.

24. *Notices.* Any notice, communication, demand or other writing required or permitted to be given, made or accepted by any party to this Agreement shall be given by personal delivery or by depositing the same in the United States mail, properly addressed, postage prepaid and registered or certified with return receipt requested. A notice given by personal delivery shall be effective upon delivery and a notice given by registered or certified mail shall be deemed effective on the third day after such deposit. For purposes of notice, the addressed of the parties shall be, until changed by a notice given in accordance herewith, as follows:

If to Taxi:

Mr. Chris Peifer  
Susquehanna Valley Taxi Service, Inc.  
2225 Ridge Road  
Northumberland, PA 17857

If to Limo:

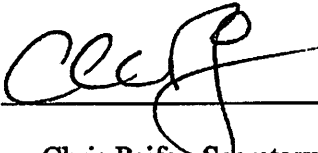
Mr. Chris Peifer  
Susquehanna Valley Limousine, Inc. t/a Susquehanna Valley Taxi Service  
2225 Ridge Road  
Northumberland, PA 17857

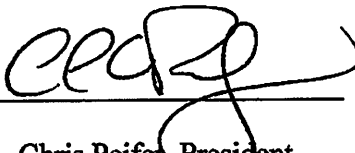
25. *Entire Agreement.* This document contains the entire agreement between the parties hereto with respect to the transaction contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the duly authorized officers of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the day and year first above written.

Susquehanna Valley Limousine, Inc

Susquehanna Valley Taxi Service, Inc

By:   
Chris Peifer, Secretary

By:   
Chris Peifer, President

## **Rights to be Transferred / Retained**

### **Rights Transferred**

All right, title, and interest in a Certificate of Public Convenience (“Certificate”) issued by the Pennsylvania Public Utility Commission at Commission Docket No. A-2015-2472707. Said Certificate is evidence of the Commission’s issuance of various Orders granting Limo the privilege to transport:

To transport, as a common carrier, by motor vehicle, persons, in call or demand service, in the counties of Northumberland, Union, Snyder, excluding the Borough of Riverside, Northumberland County.

### **Rights to be Retained**

#### **A-00110765, F. 5000**

To transport, as a common carrier, by motor vehicle, persons, in limousine service between points in Pennsylvania.

#### **A-0010765, F. 4**

To transport persons in group and party service (11 to 15 passengers) between points in Pennsylvania.

#### **A-2013-2395502**

To transport, as a common carrier, by motor vehicle, persons in airport transfer service from points in the counties of Montour and Union to airports in Pennsylvania, excluding areas under the jurisdiction of the Philadelphia Parking Authority

**List of Equipment to be Transferred**

2013 Ford C-Max VIN# 1FADP5CUXDL521861

Additional equipment to be added as necessary

### **Satisfaction of Unpaid Business Debts**

The purpose of this transfer application is to spin off its current call or demand operations/authority for insurance purposes. As Susquehanna Valley Limousine, Inc. will continue its current operations, all existing obligations of Susquehanna Valley limousine, Inc. will be paid out of continuing operating revenues.

## List of Corporate Officers and Shareholders

### Officers:

Chris A. Peifer	President
Matthew G. Markunas	Secretary

### Shareholders (% of shares held):

Chris A. Peifer	50%
Matthew G. Markunas	50%

# BUSINESS PLAN OF APPLICANT FOR MOTOR CARRIER AUTHORITY

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE APPLICANT'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

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**PUC Application Docket No.**

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**Susquehanna Valley Taxi Service, Inc.**

**Legal Name of Applicant**

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**Trade Name, if any**

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**2225 Ridge Road Northumberland**

**PA**

**17857**

**Street Address (principal place of business)**

**City or Municipality**

**State**

**Zip Code**

This document is a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to make application for operating authority from the Public Utility Commission, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

You are encouraged to provide as much information as possible to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person providing the information by giving your name and indicate whether you are the owner, employee, officer, or attorney for the applicant.

Chris A. Peifer - Owner

2. List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

I am also owner of Susquehanna Valley Limousine Inc. and Sandstone Trucking Co., Inc. Both being PUC certificate holders.

3. Describe the applicant's business experience, particularly any experience relating to the operation of a transportation service. An explanation of education or training that you believe may be relevant may also be included.

I have owned a successful trucking company for 27 years and an equally successful limousine company for 10 years. They have both had significant growth under my ownership. I have also become very familiar, through hands on experience, with Federal Motor Carrier and PA PUC rules and regulations, including safety and drug screening, as a common carrier of passengers and general hauling.

4. **Describe the the physical location, to include the office area, office machines that will be used, and where vehicles will be stored. Household goods in use carriers should include a description of their storage facilities, if applicable.**

A separate office facility with 3 individual office spaces within, including a restroom and conference/break area. The office is equipped with 4 computers, fax, scanner and copy machines, along with a safe and filing cabinets

5. **In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and continuous communication with drivers.**

We will start with a phone and email network, followed by the most up to date software and dispatching technology as soon as possible.

6. **Please explain:**

- a. **Your hiring standards for drivers;**

All drivers and staff are hired by myself and emphasis will be on appearance and safety. We will also do pre-employment drug screens and background check.

- b. **Your system to ensure prospective drivers will be subject to a criminal background check;**

We have a new hire authorization form that allows us to perform initial background checks and periodic employment screening, using Intellicorp as our background check provider.

- c. **Your driver training program;**

We use training videos upon hire and ride along training as long as necessary, until the driver meets our standards. We also conduct periodic driver meetings for re-training and safety purposes.

- d. **Your system for ensuring that your drivers are properly licensed at all times;**

Yearly self-certification reviews along with insurance checks on a yearly basis.

- e. **Your system to ensure that all drivers will be subject to a criminal background check every two years;**

Employee signed waiver upon hire allow for periodic criminal and driving background checks.

- f. **Your policies regarding alcohol and drug use by your drivers.**

Our company has a Zero tolerance policy on drug and alcohol use. We do pre-employment and post-accident or incident drug testing. All CDI drivers are entered in a local drug testing consortium.

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below. Taxicabs and limousines may not be used if the vehicle's age is greater than eight model years.

2 plus cars and we feel up to 5 could be possible, as no other local company provides 24 hour service. We also have potential for local county work upon opening.

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>
2013	Ford	CMax	5	1FADP5CUXDL521861

8. Describe your vehicle safety program. Please include the following in your explanation:

- a. Your periodic vehicle maintenance plan;

We employ an in house mechanic that does daily, weekly and monthly service checks.

- b. Your system for ensuring your vehicles will continuously comply with Pennsylvania's inspection standards and the Commission's equipment standards;

Our company employs 2 certified inspection mechanics and we are also a certified inspection station.

- c. If applying for Taxi or Limousine Authority, explain how vehicles will be replaced once they are greater than eight model years in age;

We plan to update our fleet with new vehicles on a regular basis. Our business model is to provide a reputable, upscale service with attention to detail and technology, bringing a big city service to a rural area.

- d. If applying for Household Goods Authority, explain how it will be ensured that vehicles meet all USDOT equipment standards.

9. As proof that an effort has been made to determine that insurance is affordable, list the name and phone number of insurance agents you have contacted and the prices of premiums they have quoted.

Michael Poller Cover Me Insurance Agency. Our policy premium will be \$3200.00

10. Criminal Record. Has the applicant\* been convicted of a misdemeanor or felony for which applicant remains subject to supervision by a court or correctional institution? YES \_\_\_\_\_ NO X

11. **Financial Data.** In addition to demonstrating your technical fitness, you must also demonstrate that you possess the financial fitness to provide the proposed transportation service. You may use the "Statement of Financial Position" which follows this page or supply a balance sheet prepared by an accountant. You need only provide the applicable information. Please feel free to also provide clarification information with your "Statement of Financial Position", which explains why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

**Note: Commission regulations require that if the applicant is a partnership, limited partnership, limited liability partnership, limited liability company, or corporation, this question applies to all partners, members, shareholders and corporate officers. Each individual holding any of these positions should provide a separate page identifying the individual and a statement of his/her financial position.**

**Statement of Financial Position (Balance Sheet)**

As of (date) March 25, 2016

ASSETS

Current Assets

Cash	<u>15,000.00</u>
Other Current Assets (specify)	<u>                    </u>

Other Assets

Motor Vehicle Equipment	<u>20,000.00</u>
Building and Structures	<u>                    </u>
Office Equipment	<u>5,000.00</u>
Investments and Funds (specify)	<u>                    </u>

TOTAL ASSETS

40,000.00

LIABILITIES

Current Liabilities (Due within one year of date)	<u>8,200.00</u>
Long Term Liabilities (Due after one year of date)	<u>                    </u>

15,000.00

TOTAL LIABILITIES

23,200.00

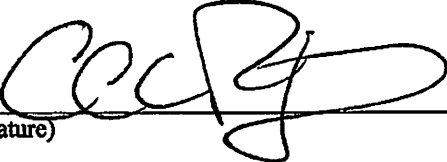
NET WORTH / OWNER'S EQUITY (Subtract total liabilities from total assets)

16,800.00

**Disclaimer: Applications are public records and can be accessed on the PUC's website. DO NOT provide social security numbers, credit card numbers, bank account numbers, tax information, or any other confidential information on your application, business plan, or verified statement forms.**

### **Verification of Statement**

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
(Signature)

03/25/2016  
\_\_\_\_\_  
(Date)

Chris A Peifer, President  
\_\_\_\_\_  
(Name and Title, printed or typed)