

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION FOR TRANSPORTATION BY MOTOR
COMMON CARRIERS OF PROPERTY

(PLEASE READ INSTRUCTIONS BEFORE PREPARING APPLICATION)

<p>For PUC Use Only 702314</p> <p>Docket No. _____</p> <p>Folder No. _____</p>
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DOCKETED
APPLICATION DOCKET

JAN 14 1997

ENTRY No. TR

1. LAUREL PACKAGING, INC.
(Full and correct name in which you intend to operate)

2. NONE
(Trade name, if any)

The trade name, if fictitious, _____ been registered
(has or has not)

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

3. 429 INDUSTRIAL PARK ROAD (814) 266-6005
(Physical Address) (Telephone No.)

Johnstown CAMBRIA PA. 15904
(City) (County) (State) (Zip)

4. _____
(Mailing Address; if different)

(City) (County) (State) (Zip)

5. PEPSI-COLA CORPORATE ATTORNEY (814) - 266-6005
(Attorney's Name) (Telephone Number)

1 PEPSI WAY Somers, NY. 10589-2201
(Attorney's Address)

6. Applicant DOES hold ICC authority under Docket
(does or does not)

No. MC 228758

7. Applicant Does Not have a current safety rating
(does or does not)

issued by _____.

(attach copy)

8. Approximate number of commercial vehicles to be operated

intrastate: owned 1 leased 14

9. 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).

(Name)

(Address)

Corporation. Organized under the laws of the State of PA.
and qualified to do business in Pennsylvania by registering
with the Secretary of the Commonwealth on JANUARY 30th 1968
(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 numbers of shares held by each stockholder.

10. 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 current safety rating issued by a state or federal agency.
- List of corporate officers and stockholders and distribution of shares.
- Proof of insurance.


11. 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 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 revenue 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.

MARK J. WERDER  1-8-97
(Print Name) (Signature) (SECRETARY) (Date)

(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.



Department of State
Office of the
Secretary of the Commonwealth

To all to whom these Presents shall come, Greeting:

WHEREAS, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law.

AND WHEREAS, The stipulations and conditions of that law have been fully complied with by the persons desiring to incorporate as

LAUREL PACKAGING, INC.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen and hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, and franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

GIVEN under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 30th day of January in the year of our Lord one thousand nine hundred and sixty-eight and of the Commonwealth the one hundred and ninety-second

[Handwritten signature]

Secretary of the Commonwealth

LAUREL PACKAGING, INC.

429 Industrial Park Road
Johnstown, PA. 15904

Corporate Officers and Stockholders

Corporate Officers

Randy Kaiser - President
Mark Werder - Vice-President / Secretary
Kent Godwin - Treasurer

Stockholders

Pepsi-Cola Company - 1300 shares
1 Pepsi Way
Somers, NY. 10589-2201

Pepsi-Cola Bottling Company of Scranton, Inc. - 100 shares
3015 North Main Avenue
Scranton, Pa. 18508

**PENNSYLVANIA FINANCIAL RESPONSIBILITY
IDENTIFICATION CARD**



LUMBERMENS MUTUAL CASUALTY COMPANY
NAMED INSURED
LAUREL PKG., INC.

22977
POLICY NUMBER
F5D 006616-00
EFFECTIVE DATE
1/01/97
EXPIRATION DATE
07/01/97
AGENT/BROKER NO.
33-1103

DESCRIPTION OF VEHICLE

YEAR MAKE VEHICLE IDENTIFICATION NUMBER
ALL OWNED AND LEASED VEHICLES
AGENT/BROKER
JOHNSON & HIGGINS OF DC, INC.
1401 EYE STREET NE
SUITE 400
WASHINGTON, DC 20005
SEE IMPORTANT MESSAGE ON REVERSE SIDE
CA7406 3-95

AGENT PHONE NO.

AK Kemper

Authorized Representative

**PENNSYLVANIA FINANCIAL RESPONSIBILITY
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CA7406 3-95

AGENT PHONE NO.

AK Kemper

Authorized Representative

ENDORSEMENT FOR

MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to LAUREL PKG., INC. of INDUSTRIAL PARK JOHNSTOWN, PA 15904
Dated at NEW YORK, NY this 2ND day of JANUARY 1997
Amending Policy No. FSD 006 616-00 Effective Date 1/1/97
Name of Insurance Company LUMBERMENS MUTUAL CASUALTY COMPANY
Telephone Number (908) 522-4428 Countersigned by R.D. Bowdlering Authorized Company Representative

The policy to which this endorsement is attached provides the primary or excess insurance, as indicated by 'X' for the limits shown:

- [X] This insurance is primary and the company shall not be liable for amounts in excess of \$5,000,000 for each accident.
[] This insurance is excess and the company shall not be liable for amounts in excess of \$ for each accident in excess of the underlying limit of \$ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in the bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or driven by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment (fish, shellfish, and wildlife).

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement thereon, or

violation thereof, shall relieve the company from liability or from the payment of any final judgment within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
 THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.
 The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS
Public Liability**

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce)	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101, hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives, any quantity of poison gas (Poison A), or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.



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

IN REPLY PLEASE
REFER TO OUR FILE

January 24, 1997

LAUREL PACKAGING INC
429 INDUSTRIAL PARK ROAD
JOHNSTOWN PA 15904

In re: A-00113663 - Application of Laurel Packaging, Inc.

Dear Sir:

The above-cited application has been received and accepted for publication. It will be published in the Pennsylvania Bulletin of January 25, 1997.

You are further advised that the above-cited application will be submitted for review provided no comments are filed on or before February 10, 1997.

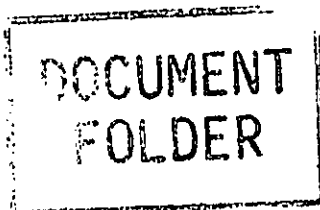
If comments are filed, you will be advised as to the procedure.

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



PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

LAUREL PACKAGING INC
429 INDUSTRIAL PARK RD
JOHNSTOWN, PA 15904

DATE 1/28/97
RECEIPT # 192717

In re: Application fees for LAUREL PACKAGING INC
A-00113663.....\$.100.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 271743
CHECK AMOUNT: \$ 100.00

C. Joseph Meisinger
(for Department of Revenue)

JAF

DOCKETED
JAN 31 1997

DOCUMENT
FOLDER

PROTHONOTARY'S OFFICE
RECEIVED
97 JAN 29 PM 4:18

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