

RHOADS & SINON LLP

HENRY W. RHOADS
ROBERT H. LONG, JR.*
SHERILL T. MOYER
JAN P. PADEN
RICHARD B. WOOD
LAWRENCE B. ABRAMS III*
J. BRUCE WALTER
JOHN P. MANBECK
FRANK J. LEBER
R. STEPHEN SHIBLA
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PAUL A. LUNDEEN
JACK F. HURLEY, JR.
NATHAN H. WATERS, JR.
DAVID B. DOWLING
DAVID F. O'LEARY
DAVID O. TWADDELL
CHARLES J. FERRY
STANLEY A. SMITH

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DONNA M.J. CLARK
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LUCY E. KNISELEY
PAUL F. WESSELL
SHAWN D. LOCHINGER
JAMES H. CAWLEY
TIMOTHY J. PFISTER
JESSE R. RUHL
LORI J. McELROY
DEAN F. PIERMATTEI
TODD J. SHILL
JENNIFER M. McHUGH
KENNETH L. JOEL
THOMAS J. NEHILLA
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ATTORNEYS AT LAW
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GENERAL: 717-232-1459
MUNICIPAL GROUP: 717-231-6610
LITIGATION GROUP: 717-231-6637

OF COUNSEL
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JOHN C. DOWLING

PAUL H. RHOADS
1907-1984
JOHN M. MUSSELMAN
1919-1980
CLYLE R. HENDERSHOT
1922-1980

DIRECT DIAL NO.

FILE NO.

*ALSO ADMITTED TO THE FLORIDA BAR

Re: Application of Guy G. and Christopher J. Timmons
t/d/b/a Timco Trucking

September 15, 1997

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

Gentlemen:

Enclosed you will please find an original and two (2) copies of the Application of Guy G. and Christopher J. Timmons, t/d/b/a Timco Trucking, together with an appropriate insurance certificate and a check made payable to the Commonwealth of Pennsylvania, in the amount of \$150.

Should you require anything further, please do not hesitate to contact me.

Very truly yours,

RHOADS & SINON LLP

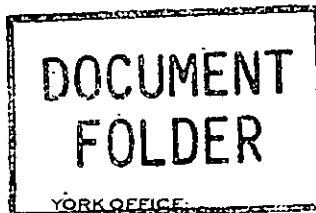
By:

J. Bruce Walter

JBW/dah

Enclosure

cc: Timco Trucking



119 EAST MARKET STREET, YORK, PA 17401, TELEPHONE (717) 843-8968, FAX (717) 843-5664
LANCASTER OFFICE:

15 NORTH LIME STREET, LANCASTER, PA 17602, TELEPHONE (717) 397-5127, FAX (717) 397-5267
AFFILIATED OFFICE:

SUITE 2-C, 1700 SOUTH DIXIE HIGHWAY, BOCA RATON, FL 33432, TELEPHONE (561) 395-5595, FAX (561) 395-9497

97 SEP 17 AM 9:47
97 SEP 16 PM 12:53
RECEIVED
PROPERTY OFFICE

86

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION FOR TRANSPORTATION BY MOTOR
CARRIERS OF PROPERTY

(PLEASE READ INSTRUCTIONS BEFORE PREPARING APPLICATION)

For PUC Use Only 702722

Docket No. _____

DOCKETED
APPLICATION DOCKET

OCT 01 1997

ENTRY No. 72

RECEIVED
 APPLICATIONS OFFICE
 97 SEP 16 PM 11:53
 97 SEP 17 AM 9:47
 00032

- Guy G. and Christopher J. Timmons, d/b/a
(Full and correct name in which you intend to operate)
- Timco Trucking
(Trade name, if any)

The trade name, if fictitious, has been registered with the Secretary of
(has or ~~has not~~)
the Commonwealth on _____ (attach copy of date-stamped registration
(Date) form).

- | | | | |
|---------------------|----------|-----------------|-------|
| 12490 Mountain Road | | (717) 532-8133 | |
| (Physical Address) | | (Telephone No.) | |
| Orrstown | Franklin | PA | 17244 |
| (City) | (County) | (State) | (Zip) |

- N/A
(Mailing Address; if different)

(City)	DOCUMENT FOLDER	(County)	(State)	(Zip)
				<u>A-114312</u>

25
K6
Cent of
765

5. Applicant does hold ICC authority under Docket No. MC-323577
(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 4 leased 2

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).

Guy G. Timmons, 12490 Mountain Road, Orrstown, PA 17244

(Name)

(Address)

Christopher J. Timmons, 12490 Mountain Road, Orrstown, PA 17244

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.

97 SEP 17 AM 9:47
TRANSPORTATION SECURITY

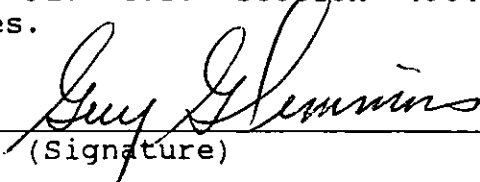
10. Certification

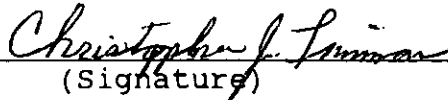
- a. Applicant certifies that it is not now engaged in any transportation of property *for compensation* in Pennsylvania and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation is received.
- b. Applicant certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance, and will be able to comply with them.
- c. Applicant certifies that it understands that it is subject to an annual assessment based upon its gross intrastate operating revenues to help pay the expenses incurred by the PUC in regulating motor carriers of property.

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.

Guy G. Timmons		8/31/97
(Print Name)	(Signature)	(Date)

Christopher J. Timmons		8/31/97
(Print Name)	(Signature)	(Date)

(Print Name)	(Signature)	(Date)
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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).

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/21/97

PRODUCER

David M. Kimmel Ins. Agency
2565 Lincoln Way West
Chambersburg, PA 17201
(717) 263-1977

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 A Lincoln General
- COMPANY B Lincoln General
- COMPANY C
- COMPANY D

INSURED

Timco Trucking
12490 Mountain Road
Orrstown, PA 17244

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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"/> COMPREHENSIVE FORM				BODILY INJURY OCC \$
	<input type="checkbox"/> PREMISES OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BODILY INJURY AGG \$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL				PROPERTY DAMAGE OCC \$
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				PROPERTY DAMAGE AGG \$
	<input type="checkbox"/> SPILL/LEAK/PURPLE PROPERTY DAMAGE				B & PD COMBINED OCC \$
	<input type="checkbox"/> PERSONAL AUTO				B & PD COMBINED AGG \$
	AUTOMOBILE LIABILITY				
	<input checked="" type="checkbox"/> OWNERS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNERS - (Includes Passes)				BODILY INJURY (Per accident) \$
A	<input type="checkbox"/> HIREN/AUTOS	PAP 184932 0197	1/8/97	1/8/98	PROPERTY DAMAGE \$
	<input type="checkbox"/> OTHER OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED \$ 1,000,000
	<input type="checkbox"/> GARAGE LIABILITY				
	EXCESS LIABILITY				
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	<input type="checkbox"/> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE				WC STATUTORY LIMITS OTHER \$
	<input type="checkbox"/> OTHER				EL EACH ACCIDENT \$
B	Cargo	SPF 13694 0197C	1/8/97	1/8/98	EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
					\$100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David M. Kimmel

PARTNERSHIP

PARTNERSHIP AGREEMENT

OF

TIMCO

RICHARD L. ERNST
424 MAPLE HILL AVENUE
SHIPPENSBURG, PA. 17257

PARTNERSHIP AGREEMENT

Guy G. Timmons, of Orrstown, Pennsylvania, Timothy G. Timmons, of Lurgan, Pennsylvania, and Christopher J. Timmons, of Orrstown, Pennsylvania hereinafter referred to as the Partners, agree as follows:

Partnership- Type of Business

1. They voluntarily associate themselves together as general Partners for the purpose of conducting the general business of trucking.

Name of Partnership

2. The name of the Partnership shall be TIMCO.

Term of Partnership

3. Said Partnership shall commence on the execution of this agreement and continue until dissolved by mutual agreement of the parties or terminated as herein provided.

Place of Business

4. The principal place of business of the Partnership shall be at 12490 Mountain Road, Orrstown, Pennsylvania.

Initial Capital

5. The initial capital of said Partnership shall be borrowed and each Partner shall be liable for his share of the indebtedness. Each Partner hereby agrees that in the event capital is needed, all Partners shall contribute an amount consistent with his percentage interest in the Partnership.

Profits and Losses

6. Any net profit or losses that may accrue to the Partnership shall be distributed as follows:

- 33 1/3% to Guy G. Timmons
- 33 1/3% to Timothy G. Timmons
- 33 1/3% to Christopher J. Timmons

Books of Account

7. At all times during the continuance of the Partnership, the Partners shall keep accurate books of account in which all matters relating to the Partnership, including all income, expenditures, assets, and liabilities thereof, shall be entered. Said books shall be kept on a cash basis and shall be open to examination by any Partner at any time.

Fiscal Year

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

Accountings

9. A complete accounting of the Partnership affairs as of the close of business on the last day of March, May, August, and December of each year shall be rendered to each Partner within thirty days after the close of each said month. On each such accounting being made, the net profits of the Partnership shall be distributed to the Partners as herein provided to the extent that cash is available for such distribution. Except as to manifest errors discovered within five days after its rendition, each such accounting shall be final and conclusive as to each Partner.

Management and Authority

10. Each Partner shall have a voice in the management of the Partnership and shall have authority to bind the Partnership in making contracts and incurring obligations in the name and on the credit of the Partnership. However, no Partner shall incur any obligations in the name or on the credit of the Partnership exceeding \$1000.00 without the express written consent of the other Partners. Any obligation incurred in violation of this provision shall be charged to and collected from the individual Partner incurring such obligation.

Salaries of Partners

11. As compensation for his services in and about the Partnership business, each Partner shall be entitled to salary per month which shall be deducted by the Partnership as an ordinary and necessary expense of the business before determination of net profit or losses. The salary of any Partner may, however, be increased or decreased at any time mutual agreement of the Partners. Said salaries are as follows:

Guy G. Timmons	\$ _____
Timothy G. Timmons	\$ _____
Christopher J. Timmons	\$ _____

Net Profits Defined

12. The term "net profits" as used in this Agreement shall mean the net profits of the Partnership as determined by generally accepted accounting principles for each accounting period provided for in this Agreement.

Withdrawal of Partner

13. Any Partner may withdraw from the Partnership at the end of any accounting period by giving the other Partners ninety days' written notice of his intention to do so.

Option to Purchase Terminated Interest

14. On dissolution of the Partnership by the withdrawal or other act of a Partner, the remaining Partners, on written notice to the other Partners within ninety days of such dissolution, may continue the Partnership business by purchasing the interest of the other Partner in the assets and goodwill of the Partnership, and the remaining Partners shall have the option to purchase such interest of the withdrawing Partner by paying to such Partner or his personal representative the value of such interest determined as provided in Paragraph 15 of this Agreement.

Purchase Price of Partnership Interest

15. On exercise of the option described in Paragraph 14 of this Agreement to purchase the Partnership interest of a withdrawing or terminated Partner, the remaining Partners shall pay to the person legally entitled thereto the net book value of such interest as shown on the last regular accounting of the Partnership preceding such dissolution together with the full unwithdrawn portion of such deceased, withdrawing, or terminated Partner's distributive share of any net profits earned by the Partnership between the date of such accounting and the date of dissolution of the Partnership.

Job Related Accident

16. Each Partner shall be entitled to collect from the net profits as determined in Paragraphs 9 and 12 for a period up to eight weeks if that Partner fails to work due to a job related accident. In the event the job related accident causes injury extending beyond eight weeks, then by vote of the majority of the remaining Partners, each Partner having one vote to determine whether or not the Partnership shall continue to pay this disability profit. A majority of the remaining Partners working at the time of the job related accident shall determine whether or not the accident is job related within the meaning of this paragraph.

Buy Sell on Death of Partner

17. If the Partnership is dissolved by the death of a Partner, the remaining Partners shall have the obligation within one hundred and twenty days from the date of death of the deceased Partner to purchase the interest of the deceased Partner in the Partnership and to pay to the personal representative of such deceased Partner the value thereof as provided in Paragraph 15 of this Agreement, or write a new agreement which would include the personal representative as a general Partner with the same percentage as the deceased Partner. During such one hundred and twenty day period following the death of a Partner, the remaining Partners may continue the business of the Partnership but the estate or personal representative of the deceased Partner shall not be liable for any obligations incurred in the Partnership business beyond the amount includable in the estate of the deceased Partner on the date of the deceased Partner's death. The estate of the deceased Partner shall be entitled to the deceased Partner's representative percentage interest of the net profits earned by the Partnership during such one hundred and twenty day period.

Duties of Purchasing Partner

18. On any purchase and sale being made pursuant to the provisions of the preceding three paragraphs of this Agreement, the remaining Partners shall assume all obligations of the Partnership and shall hold the withdrawing Partner, the personal representative and estate of a deceased Partner, and the property of any such withdrawing or deceased Partner free and harmless from all liability for such obligations. Further, the remaining Partners, at their own cost and expense, shall immediately cause to be prepared, filed, served, and published all such notices as may be required by law to protect the withdrawing Partner or the personal representative or estate of a deceased Partner from liability for the future obligations of the Partnership business.

Dissolution

19. On dissolution of the Partnership other than as provided herein, the affairs of the Partnership shall be ended, the assets of the Partnership liquidated, the debts paid, and the surplus divided, proportionately among the Partners as reflected in Paragraph 6.

Notices


20. Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to a Partner, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, and addressed to such Partner at the address of the principal place of business of the Partnership or to such other place as may from time to time be specified in a notice given pursuant to this paragraph as the address for service of notice on such Partner.

Consents and Agreement

21. Any and all consents and agreements and contracts provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the Partnership.

Sole and Only Agreement

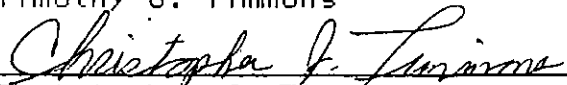
22. This instrument contains the sole and only agreement of the parties relating to their Partnership and correctly sets forth the rights, duties, and obligations of each to the other in connection therewith as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.



Guy G. Timmons



Timothy G. Timmons



Christopher J. Timmons

**CORPORATION BUREAU
DEPARTMENT OF STATE
308 NORTH OFFICE BUILDING
HARRISBURG, PENNSYLVANIA 17120**

FILING FEE: Corporation \$40.00 Individual \$25.00
 Check Enclosed Charge Account # _____

PSCH 64 311 (Rev. 83)
 FICTITIOUS NAME
 REGISTRATION

In compliance with the requirements of Section 311 of Act 1982-295 (54 Pa. C.S. §311), this undersigned entity(ies) desiring to carry on or conduct a business in this Commonwealth under an assumed or fictitious name, style or designation, does (do) hereby certify that:

1. Fictitious Name: TIMCO

2. Address of the principal place of business: (including street and number) 12490 MOUNTAIN ROAD ORRstown Pa 17244 (County) FRANKLIN

3. Brief statement of the character or nature of the business: TRUCKING

4. Individual or individuals interested in the business: (name and address)

(NAME)	(NUMBER)	(STREET)	(CITY)	(STATE)	(ZIP CODE)
<u>Guy G Timmons</u>			<u>ORRstown</u>	<u>Pa</u>	<u>17244</u>
<u>Timothy G Timmons</u>			<u>LURGAN</u>	<u>Pa</u>	<u>17232</u>
<u>CHRISTOPHER TIMMONS</u>			<u>ORRstown</u>	<u>Pa</u>	<u>17244</u>

5. Entity other than an individual interested in the business:

(NAME)	(FORM OF ENTITY)	ORGANIZING JURISDICTION	ADDRESS IN JURIS.	REGISTERED OFFICE (if any)

6. I am familiar with the provisions of Section 332 of the Fictitious Names Act and understand that filing under the Act does not create any exclusive or other right to the fictitious name.

7. Agent, if any, authorized to execute amendments, withdrawals, or cancellations.

IN TESTIMONY WHEREOF, the undersigned have caused this registration to be executed this 5th day of October, 1987.

Individual

Individual

Corporate Seal

Secretary of Assistant Secretary

Corporate Seal

Secretary of Assistant Secretary

Individual

Individual

Name of Corporation

President or Vice President

Name of Corporation

President or Vice President

- FOR OFFICE USE ONLY -

030 FILED	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 MICROFILM NUMBER	
	REVIEWED BY	004 SICC	AMOUNT	001 CORPORATION NUMBER	
	DATE APPROVED		\$		
	DATE REJECTED	CERTIFY TO	INPUT BY	LOG IN	LOG IN (REFILE)
		<input type="checkbox"/> REV.			
	MAILED BY DATE	<input type="checkbox"/> L R I	VERIFIED BY	LOG OUT	LOG OUT (REFILE)
		<input type="checkbox"/> OTHER			

Secretary of the Commonwealth
 Department of State
 Commonwealth of Pennsylvania

PARTNERSHIP SETTLEMENT AGREEMENT

Guy G. Timmons, Timothy G. Timmons and Christopher J. Timmons, having made agreement to dissolve partnership participation of Timothy G. Timmons on January 1, 1994; do hereby acknowledge in signature below, that all agreed transactions of settlement have occurred, completing the finalization of all previously stated commitments to Timothy G. Timmons in the liquidation of Timothy G. Timmons's thirty-three and one-third percent share of said partnership, having been in business as TIMCO TRUCKING since 1988.

Guy G. Timmons and Christopher J. Timmons, having provided a one year clemency period, hereby acknowledge and relinquish all contracts with Timothy G. Timmons, remaining from this day forward, emancipated of all obligations and liabilities created by Timothy G. Timmons.

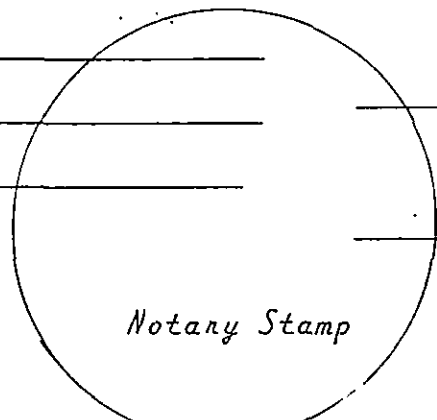
Timothy G. Timmons, having formulated his own business structure; hereby does acknowledge and relinquish all contracts with Guy G. Timmons and Christopher J. Timmons, remaining partners as TIMCO TRUCKING, whereby be from this day forward, emancipated of all obligations and liabilities created by Guy G. Timmons and Christopher J. Timmons, DBA TIMCO TRUCKING.

In agreement of all parties to the statements previously written, I do hereby witness the signatures of Guy G., Timothy G. And Christopher J. Timmons, known to me on this _____ day of _____ in the year of 1995.

Guy G. Timmons _____
Timothy G. Timmons _____
Christopher J. Timmons _____

_____ Witness

_____ Notary Signature



Notary Stamp

Guy G. Timmons, Timothy G. Timmons and Christopher J. Timmons, having organized a partnership in 1988 known as TIMCO TRUCKING; have under mutual consent & agreement, determined that Timothy G. Timmons, partner, be withdrawn as a member of said partnership effective January 1, 1994.

Guy G. Timmons, Christopher J. Timmons & Timothy G. Timmons have made enclosed notation of all property & equipment owned by TIMCO TRUCKING as of January 1, 1994 & have made agreement that enclosed statement signifies the estimated value of said property & possessions.

Settlement to Timothy G. Timmons for thirty-three & one third percent share, under contract of partnership, having been determined by obtaining total worth, eliminating obligations & liabilities, then transgressing into thirds, would include (1) one 1986 Freightliner Tractor valued at \$14,000.00; (2) \$3000.00 in cash payment (3) one third of the sale of ten head of cattle purchased while partnership was still in existence. These cattle were sold at Greencastle Livestock Market Inc. on April 12, 1994 for the amount of \$10,316.10 resulting in a \$3437.70 final settlement to Timothy G. Timmons.

Timothy G. Timmons, having agreed to settlement stated previously, has agreed to dissolve his share of the partnership of TIMCO TRUCKING, effective January 1, 1994. As per this agreement & settlement Timothy G. Timmons has released all rights of ownership of remaining TIMCO TRUCKING properties and possessions by himself and his family and leaves the partnership with no debts or obligations.

In conclusion, Guy G. Timmons and Christopher J. Timmons will continue as partners in TIMCO TRUCKING and will be responsible for all obligations acquired by Guy G. Timmons, Timothy G. Timmons and Christopher J. Timmons

PARTNERSHIP SETTLEMENT AGREEMENT

Guy G. Timmons, Timothy G. Timmons and Christopher J. Timmons, having made agreement to dissolve partnership participation of Timothy G. Timmons on January 1, 1994; do hereby acknowledge in signature below, that all agreed transactions of settlement have occurred, completing the finalization of all previously stated commitments to Timothy G. Timmons in the liquidation of Timothy G. Timmons's thirty-three and one-third percent share of said partnership, having been in business as TIMCO TRUCKING since 1988.

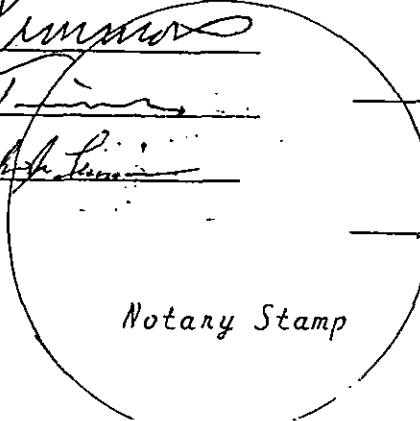
Guy G. Timmons and Christopher J. Timmons, having provided a one year clemency period, hereby acknowledge and relinquish all contracts with Timothy G. Timmons, remaining from this day forward, emancipated of all obligations and liabilities created by Timothy G. Timmons.

Timothy G. Timmons, having formulated his own business structure; hereby does acknowledge and relinquish all contracts with Guy G. Timmons and Christopher J. Timmons, remaining partners as TIMCO TRUCKING, whereby be from this day forward, emancipated of all obligations and liabilities created by Guy G. Timmons and Christopher J. Timmons, DBA TIMCO TRUCKING.

In agreement of all parties to the statements previously written, I do hereby witness the signatures of Guy G., Timothy G. And Christopher J. Timmons, known to me on this 13th day of March in the year of 1995.

Guy G. Timmons Guy G. Timmons
Timothy G. Timmons Timothy G. Timmons
Christopher J. Timmons Christopher J. Timmons

Witness
Susan Ernst
Notary Signature



Notary Stamp

Notarial Seal
Susan Ernst, Notary Public
Shippensburg Boro, Franklin County
My Commission Expires Aug, 31, 1998
Member, Pennsylvania Association of Notaries

prior to January 1, 1994, and will be dismissed from all future obligations on modifications incurred by Timothy G. Timmons after January 1, 1994.

We, having read & understood the above declaration, show our signature that all is authorized & true by agreement.

Guy G. Timmons

Guy G. Timmons

Christopher J. Timmons

Christopher J. Timmons

Timothy G. Timmons

Timothy G. Timmons

Possessions and Property

1992 International	\$50,000	
1989 Freightliner	\$20,000	
1986 Freightliner	\$14,000	Part of Agreement
1986 White	\$ 9,000	
1982 KW	\$ 5,000	
1989 International 9370	\$15,000	
1989 International 8100	\$15,000	
1980 Freightliner	\$ 1,500	
42' Flat	\$ 2,000	
40' Log	\$ 1,500	
48' Dry Vans (2)	\$ 8,000	
Goose Neck	\$ 1,000	
Fork Lift	\$ 1,500	
Truck Part & Supplies	\$ 2,000	
	<hr/>	
	\$145,000	

Debts

Navistar	28 payments	\$38,874
Onnstown Bank	71 payments	\$48,196
Guy S. Timmons	(Cattle)	\$24,482
		<hr/>
		\$111,552

\$145,000
\$111,552
 33,448

One third of the difference was \$11,150.00. The additional monies calculated were compensation for grain in the barn, crops that were not yet harvested, and seeds, etc. bought out of money before January 1, 1994.

RHOADS & SINON LLP

HENRY W. RHOADS
ROBERT H. LONG, JR.*
SHERILL T. MOYER
JAN P. PADEN
RICHARD B. WOOD
LAWRENCE B. ABRAMS III*
J. BRUCE WALTER
JOHN P. MANBECK
FRANK J. LEBER
R. STEPHEN SHIBLA
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NATHAN H. WATERS, JR.
DAVID B. DOWLING
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1919-1980
CLYLE R. HENDERSHOT
1922-1980

DIRECT DIAL NO.

FILE NO.

6058/01

*ALSO ADMITTED TO THE FLORIDA BAR

Re: Application of Timco Trucking

September 25, 1997

Mr. Tim Zeigler
Application Review Section
Pennsylvania Public Utility Commission
Bureau of Transportation & Safety
Compliance Office - Technical Unit
231 State Street
Barto Bldg., 1st Floor
Harrisburg, PA 17101

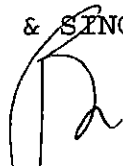
Dear Tim:

Pursuant to your request, enclosed herewith please find our check in the amount of \$100 for the filing fee in connection with the above-referenced application.

Very truly yours,

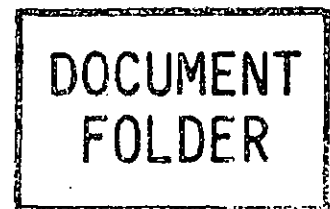
RHOADS & SINON LLP

By:


J. Bruce Walter

JBW/dah

Enclosure
17



YORK OFFICE:

119 EAST MARKET STREET, YORK, PA 17401, TELEPHONE (717) 843-8968, FAX (717) 843-5664

LANCASTER OFFICE:

15 NORTH LIME STREET, LANCASTER, PA 17602, TELEPHONE (717) 397-5127, FAX (717) 397-5267

AFFILIATED OFFICE:

SUITE 2-C, 1700 SOUTH DIXIE HIGHWAY, BOCA RATON, FL 33432, TELEPHONE (561) 395-5595, FAX (561) 395-9497

PENNSYLVANIA PUBLIC UTILITY COMMISSION

BUREAU OF TRANSPORTATION AND SAFETY
COMPLIANCE OFFICE - TECHNICAL UNIT
231 STATE STREET, BARTO BUILDING FIRST FLOOR
HARRISBURG, PA 17101

717-783-5946

717-787-5961 FAX

September 22, 1997

J BRUCE WALTER ESQUIRE
PO BOX 1146
HARRISBURG PA 17108-1146

In Re: Application for Pennsylvania Motor Carrier Authority.

Dear Sir,

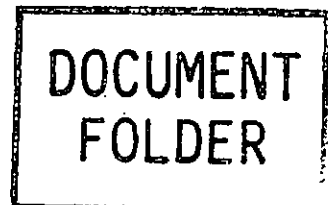
I am returning Timco Trucking check number 2375 in the amount of \$150.00 as the Commission only accepts money orders, certified checks or treasurer checks for initial applications for authority.

Be advised that the filing fee for a certificate to transport property is \$100.00.

Please resubmit the payment in proper form and amount to my attention.

Very truly yours,

Tim Zeigler
Application Review Section





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

IN REPLY PLEASE
REFER TO OUR FILE

October 17, 1997

J BRUCE WALTER
ATTORNEY AT LAW
PO BOX 1146
HARRISBURG PA 17108-1146

DOCKETED APPLICATION DOCKET OCT 17 1997 ENTRY No. <u>72</u>
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In Re: A-00114312 - Application of Timco Trucking.

Dear Sir:

The above-cited application has been received and accepted for publication. It will be published in the Pennsylvania Bulletin of October 11, 1997.

You are further advised that the above-cited application will be submitted for review provided no comments are filed on or before October 27, 1997.

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

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

Very truly yours,

Peter S. Marzolf, Supervisor
Technical Unit - Compliance Office
Bureau of Transportation and Safety

PSM:tz

cc: Document Folder
Guy G. and Christopher J. Timmons
12490 Mountain Road
Orrstown PA 17244

