

LAW OFFICES

WICK, STREIFF, MEYER, O'BOYLE & SZELIGO, P.C.

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DUFF OFFICE CENTER, SUITE 203
100 DUFF ROAD
PITTSBURGH, PA 15235-3206
(412) 241-7227
RECEIVED
SECRETARY'S BUREAU

October 15, 1999

Re: Martin L. Anderson and Jerry G. McLaine, d/b/a
J. M. Leasing Co. - PUC Application
Our File 6457.002

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

Dear Mr. McNulty:

We enclose for filing with the Commission the signed original and two (2) copies of Application for Motor Common Carrier of Property on behalf of Martin L. Anderson and Jerry G. McLaine, d/b/a J. M. Leasing Co. This application requests authority to transport property (excluding household goods in use) between points in Pennsylvania.

There is also enclosed our Firm's check in the amount of \$100.00 payable to the Pennsylvania Public Utility Commission for the application filing fee.

Please acknowledge receipt of the enclosed on the duplicate copy of this letter of transmittal and return it to the undersigned in the enclosed, self-addressed stamped envelope.

Very truly yours,

WICK, STREIFF, MEYER,
O'BOYLE & SZELIGO, P.C.

David M. O'Boyle
David M. O'Boyle

DOB/pam
Enclosures

Y:\WPDOCS\DOB\1999\64575014.Jtr

cc: J. M. Leasing Co. (w/encls.)

Before the Pennsylvania Public Utility Commission

081841

93 OCT 19 AM 8:10

APPLICATION

MOTOR COMMON CARRIER OF PROPERTY

RECEIVED
BUREAU

724049

1. Martin L. Anderson and Jerry G. McLaine
FULL NAME OF APPLICANT (Individual, Partnership or Corporation)

DOCKETED

2. J. M. Leasing Co.
TRADE NAME IF ANY

NOV 12 1999

72

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

Secretary of the Commonwealth on February 26, 1978. Attach a date stamped copy of the registration form.

3. 295 Grand Avenue, Clarion, Clarion County, PA 16214 (800) 458-1210
PHYSICAL ADDRESS TELEPHONE NUMBER (REQUIRED)
(City, County, and Zip Code)

4. P.O. Box 27, Clarion, PA 16214
MAILING ADDRESS IF DIFFERENT FROM PHYSICAL ADDRESS

5. David M. O'Boyle, Esquire (412) 765-1600
ATTORNEY'S NAME AND TELEPHONE NUMBER FOR THIS FILING
(Do not supply an Attorney's name if you want all correspondence and notice of process mailed directly to you.)

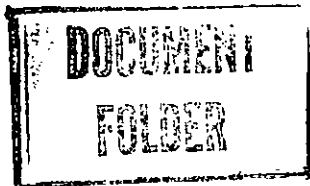
Wick, Streiff, Meyer, O'Boyle & Szeligo, P.C.
1450 Two Chatham Center, Pittsburgh, PA 15219

ATTORNEY'S ADDRESS

6. APPLICANT does not HOLD INTERSTATE OPERATING
(does or does not)
AUTHORITY AT DOCKET NUMBER _____

7. APPLICANT does not HAVE A CURRENT SAFETY RATING
(does or does not)
ISSUED BY THE US DOT, PA PUC OR OTHER STATE REGULATORY AGENCY. (ATTACH COPY)

25
RG
needs
E & H



A-116351

8. APPROXIMATE NUMBER OF COMMERCIAL VEHICLES TO BE OPERATED IN PENNSYLVANIA: OWNED 5 LEASED 25.

9. CHECK ONE THAT APPLIES TO THIS APPLICATION:

INDIVIDUAL

PARTNERSHIP. ATTACH A COPY OF A PARTNERSHIP AGREEMENT AND LIST THE NAMES AND ADDRESSES OF ALL PARTNERS BELOW:

Martin L. Anderson P.O. Box 27, Clarion, PA 16214

Jerry G. McLaine P.O. Box 27, Clarion, PA 16214

(Attach a separate sheet if space provided is not sufficient.)

See Supplement to Paragraph 10(A).

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 A DATE-STAMPED COPY OF THE APPLICATION FOR CERTIFICATE OF INCORPORATION OR CERTIFICATE OF AUTHORITY. INCLUDE A LIST OF CORPORATE OFFICERS WITH TITLES, NAMES OF SHAREHOLDERS AND NUMBER OF SHARES HELD, AND ADDRESSES.

10. ATTACHMENT CHECKLIST:

FOR CORPORATIONS ONLY:

DATE STAMPED COPY OF APPLICATION FOR CERTIFICATE OF INCORPORATION OR CERTIFICATE OF AUTHORITY.

LIST OF OFFICERS/TITLES AND DISTRIBUTION OF SHARES.

FOR PARTNERSHIPS ONLY:

COPY OF PARTNERSHIP AGREEMENT.

See Supplement to Paragraph 10(A).

FOR ALL APPLICANTS:

FICTITIOUS TRADE NAME REGISTRATION (IF APPLICABLE) See Supplement to

COPY OF CURRENT SAFETY RATING (IF AVAILABLE) Paragraph 10(B).

PROOF OF INSURANCE (See item 5 on instruction sheet).

CERTIFIED CHECK, MONEY ORDER OR ATTORNEY'S CHECK

11. CERTIFICATION:

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 SAID TRANSPORTATION UNLESS AND UNTIL AUTHORIZATION IS RECEIVED FROM THE PENNSYLVANIA PUBLIC UTILITY COMMISSION.

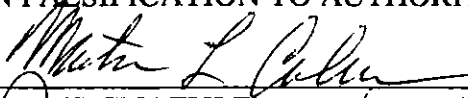
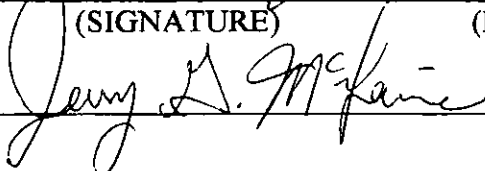
APPLICANT FURTHER CERTIFIES THAT IT UNDERSTANDS THE REQUIREMENTS OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, ESPECIALLY AS THEY RELATE TO SAFETY AND INSURANCE AND THAT IT MAY BE SUBJECT TO CIVIL PENALTIES, SUSPENSION OR CANCELLATION OF THE CERTIFICATE FOR FAILURE TO COMPLY WITH COMMISSION REQUIREMENTS.

APPLICANT FURTHER CERTIFIES THAT IT UNDERSTANDS THAT IT IS SUBJECT TO AN ANNUAL ASSESSMENT BASED UPON ITS REPORTED GROSS PENNSYLVANIA INTRASTATE REVENUES; SAID ASSESSMENT TO HELP DEFRAY EXPENSES INCURRED IN REGULATING MOTOR COMMON CARRIERS OF PROPERTY; AND ACKNOWLEDGES THAT FAILURE TO REPORT REVENUE AND PAY ITS ANNUAL ASSESSMENT MAY RESULT IN CIVIL PENALTIES, SUSPENSION OR CANCELLATION OF THE CERTIFICATE.

VERIFICATION OF APPLICATION

I/WE HEREBY STATE THAT THE STATEMENTS MADE IN THIS APPLICATION IS/ARE TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF.

THE UNDERSIGNED UNDERSTANDS THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa. C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Martin L. Anderson		10-5-99
(PRINT NAME)	(SIGNATURE)	(DATE)
Jerry G. McLaine		

THE VERIFICATION OF THE APPLICATION MUST BE COMPLETED BY THE APPLICANT APPEARING ON LINE 1 OF THE APPLICATION BY THE NAMED INDIVIDUAL, ALL PARTNERS IF A PARTNERSHIP OR BY THE PRESIDENT OR SECRETARY IF A CORPORATION.

MINIMUM LIMITS OF INSURANCE
PENNSYLVANIA PUBLIC UTILITY COMMISSION AUTHORIZED
CARRIERS OF PROPERTY

General Commodities and/or Household goods in use.

Bodily Injury:

\$300,000 per accident per vehicle to cover liability for bodily injury, death or property damage incurred in an accident.

Insurance coverage of motor carriers of property shall meet the requirements of 75 PA C.S. Ss. 1711 (relating to required benefits).

Cargo:

\$5,000 for loss or damage to cargo being transported.

Cargo Insurance may be waived if you meet any one of three criteria:

1. All transportation will be provided in dump trucks.
2. All transportation will be limited to farm products, garbage, ashes, rubbish, coal debris, earth, crushed stone, amesite, and similar construction materials.
3. The value of any one load being transported will not be more than \$500.00 in value.

SUPPLEMENT TO PARAGRAPH 10(A)

Martin L. Anderson and Jerry G. McLaine, t/d/b/a J. M. Leasing Co.

Partnership Agreement

Attached is a copy of the Partnership Agreement, dated January 26, 1978, between Martin L. Anderson and Jerry G. McLaine, with respect to their partnership known as J. M. Leasing Co. Section 5 of the Agreement provides that the net profits and the net losses shall be divided equally between the two partners.

AGREEMENT

THIS AGREEMENT, made this 14th day of July, 1978, among and between MARTIN L. ANDERSON, of R D 2, Clarion, Pennsylvania, and JERRY G. McLAINE, of R D 2, Knox, Pennsylvania, hereinafter called the "Partners",

A
N
D

J. M. LEASING CO., of P. O. Box 27, Lot 16, Oakwood Acres, Clarion, Pennsylvania, hereinafter called the "Partnership".

WHEREAS, the Partners have been doing business as general Partners under the trade name of J. M. Leasing Co.; and

WHEREAS, the Partners believe that it is in their best interests and the best interests of the Partnership that they clarify their respective rights and interests.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Name and Business. The parties hereby acknowledge that they are doing business as a general Partnership under the name or designation of J. M. Leasing Co., with a principal office at P. O. Box 27, Oakwood Acres, Clarion, Pennsylvania.

2. Term. The parties have been conducting the said Partnership since July of 1976, and the purpose of this Agreement is to formalize the respective rights and interests of the parties in connection with the operation of the Partnership business and any subsequent dissolution thereof.

3. Partnership Property. The Partnership property shall include but not be limited to all assets set forth on Exhibit "A" hereof as well as any additional assets subsequently purchased either in the Partnership name or in individual names for Partnership purposes. The Partners hereby agree that the net assets of the Partnership as of the date of execution of this Agreement total One Hundred Fifty Thousand (\$150,000.00) Dollars, and further that the capital contribution of each Partner as of the said date totals Fifty (50%) percent of the gross assets.

4. Partnership Debts. The Partners hereby agree that all debts or obligations set forth on Exhibit "B" hereof shall henceforth constitute debts of the Partnership.

5. Profit and Loss. The net profits of the Partnership shall be divided equally

between the Partners and the net losses shall be borne equally by them. Profits shall be disbursed on a quarterly basis, however, the Partners agree that at the end of each quarter there shall be maintained a sufficient amount in a capital account of the Partnership to meet all normal operating expenses for the next thirty (30) day period.

6. Salaries and Drawings. Neither Partner shall receive any salary for services rendered to the Partnership. Each Partner may, from time to time, withdraw such amounts as are agreed upon by the Partners. The amount drawn by each Partner during any quarter shall be subtracted from his share of the profits at the end of such quarter. In the event that the drawings of either Partner are in excess of his quarterly profits, he shall repay the excess amount drawn to the Partnership or deduct it from his next quarterly profits at the option of the other Partner.

7. Management. The Partners shall have equal rights in the management of the Partnership business, and each Partner shall devote his entire time to the conduct of the business. Neither Partner shall, without the consent of the other party, endorse any note or act as an accommodation party or otherwise become security for any person. Without the consent of the other Partner neither Partner shall, on behalf of the Partnership, borrow or lend money, or make or deliver any commercial paper or execute any Mortgage, Security Agreement, Lease or Purchase Contract, or contract to sell any property for or of the Partnership. Neither Partner shall without the consent of the other Partner assign, mortgage, grant a security interest in, or sell his share of the Partnership or any of its capital assets or property, or enter into any Agreement as a result of which any person shall become interested with him in the Partnership.

8. Banking. All funds of the Partnership shall be deposited in the name of the Partnership in such checking account or accounts and savings account or accounts as shall be designated by the Partners. All withdrawals therefrom are to be signed by either Partner.

9. Partnership Books The Partnership books shall be maintained at the principal office of the Partnership and each Partner shall at all times have access thereto. The

books shall be maintained on a fiscal year basis commencing January 1, and ending December 31, and shall be closed and balanced at the end of each fiscal year.

10. Retirement or Withdrawal. Either Partner shall have the right to retire

or withdraw from the Partnership at the end of any fiscal year. Written notice of the intention to retire or withdraw shall be served upon the other Partner at least three (3) months prior to the end of the fiscal year. The remaining Partner shall have the right either to purchase the retiring or withdrawing Partner's interest in the Partnership or to terminate and liquidate the Partnership business. If the remaining Partner elects to purchase the interest of the retiring or withdrawing Partner, he shall serve notice in writing of such election upon the withdrawing or retiring Partner within sixty (60) days after receipt of the notice of intent to retire or withdraw.

(a) In the event that the remaining Partner elects to purchase the interest of the retiring or withdrawing Partner in the Partnership, the purchase price and method of payment of such interest shall be determined in accordance with Paragraph Nos. 14 and 15 hereof.

(b) In the event that the remaining Partner does not elect to purchase the interest of the retiring or withdrawing Partner in the Partnership, the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership. In such event the Partnership name and other assets shall be sold and the proceeds of such sale shall be distributed in the following order of priorities, to wit:

- (1) Satisfaction of all Partnership liabilities and liquidating expenses and obligations,
- (2) Equalization of all draws of the Partners,
- (3) Balance shall be split equally between the Partners.

11. Insurance. The Partnership shall insure the life of each Partner naming itself as Beneficiary in the amount of One Hundred Thousand (\$100,000.00) Dollars on the life of each partner.

12. Ownership of Policies. The Partnership shall be the beneficiary and sole owner of each insurance policy procured by it pursuant to this Agreement and shall hold full legal title to each such insurance policy. It is agreed, however, that no rights, options, or privileges provided for in any such policy or permitted by the insurance company issuing any such policy shall be exercised without the written consent of all Partners.

13. Purchase of a Deceased Partner's Interest. Upon the death of either Partner the Partnership shall purchase from the estate of the deceased Partner, and the

Executors or Administrators of the estate of such deceased Partner shall sell to the Partnership, the entire interest of the deceased Partner in the Partnership at the price and on the terms and conditions set forth in Paragraph No. 14 hereof.

14. Purchase Price. The purchase price for the interest of a retiring, withdrawing, or deceased Partner shall be the value set forth on a Statement of Agreed Value attached hereto, marked Exhibit "D" and by reference made a part hereof. The value set forth in Exhibit "D" shall be determined by the Partners at the time of execution of this Agreement. This value may be amended at any time by Agreement of the Partners. In the event that the said Statement of Agreed Value has not been updated within the twelve (12) month period immediately preceding a proposed sale in accordance with the terms of this Agreement, the said Statement of Agreed Value shall have no effect whatsoever and the purchase price for a retiring, withdrawing or deceased Partner's interest shall be one half (1/2) the book value of the Partnership as of the date the remaining Partner is notified of a Partner's election to retire or withdraw or the date of death of a deceased Partner, whichever is appropriate.

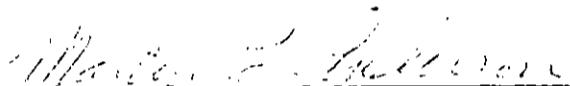
The term "book value" as used in this Agreement shall mean the book value of the Partnership as of the applicable date as determined by the accountant then servicing the Partnership. Such determination shall be made in accordance with sound accounting practice and, when made certified and delivered to the Partnership shall be binding upon the Partnership and upon all parties bound by the terms of this Agreement. In determining book value the accountant shall take into consideration all Partnership assets, including but not limited to all equipment, books, accounts receivable, goodwill, and the cash surrender value of all life insurance policies held by the Partnership on the lives of the Partners.

15. Payment of Purchase Price. In the event of any purchase of a Partner's interest pursuant to this Agreement the Partnership or purchasing Partner shall, within sixty (60) days after notifying a withdrawing or retiring Partner of his intent to purchase, or within sixty (60) days of the date of death of a deceased Partner, whichever is appropriate, pay to such retiring or withdrawing Partner or estate of a deceased Partner, an amount equal to twenty nine (29%) percent of the total purchase price in cash, and shall deliver to the said retiring or withdrawing Partner or estate of a deceased Partner a Promissory Note for the

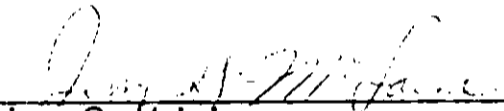
balance remaining due, which Promissory Note shall be payable in five (5) equal annual payments beginning one (1) year from the date of delivery and bearing interest at the rate of seven (7%) percent per annum on the unpaid balance.

16. Benefit. This Agreement shall be binding upon and operate for the benefit of the Partnership, the Partners and their respective executors and administrators, and shall be binding upon any person who acquires any interest in the Partnership in violation of the provisions of this Agreement and the executor or administrator of such person.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have hereunto set their hands and seals the day and year first above written.

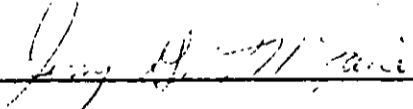


Martin L. Anderson



Jerry G. McLaine

J. M. LEASING CO.

By 

PARTNERSHIP PROPERTY

1. Fifteen (15) trailers titled in the name of J. M. Leasing Co.
2. Four (4) trailers titled to Merle Williams (all 4 trailers are to be transferred to the name of J. M. Leasing Co.)
3. Six (6) trailers under lease from Fischer Leasing of Reading, Pennsylvania.
4. A 1977 Mack Truck Tractor
5. A 1969 International Truck Tractor
6. A 1966 Ford Service Truck
7. A certain tract of land situate in Highland Township, Clarion County, Pennsylvania, more particularly described in the Deed from James Benner and Mildred Benner, his wife, to J. M. Leasing Co., dated December 28, 1977, and recorded in the Office of the Recorder of Deeds for Clarion County in Deed Book , Page .
8. An Agreement of Sale from Charles P. Leach, Leon C. Hufnagel and Don L. Stroup, to Jerry G. McClaine and Martin Anderson, dated October 18, 1977, for eleven and one half (11 1/2) acres of land situate in Paint Township, Clarion County, Pennsylvania, more particularly described in the Deed from Howard O. Wilson et ux. to Charles P. Leach et al., dated July 27, 1972, and recorded in the Office of the Recorder of Deeds for Clarion County in Deed Book 220, Page 331.
9. All bank accounts held in the name of J.M. Leasing as of the date of execution .
10. Various office equipment.

DEBTS AND OBLIGATIONS OF PARTNERSHIP AS OF JANUARY , 1978

1. A Loan from Northwest Pennsylvania Bank & Trust Company, Account Number , with a payoff in the approximate amount of \$17,824.07
2. A Loan from The First National Bank of Fryburg, Account Number with a payoff in the approximate amount of \$58,091.28
3. A Loan from The First National Bank of Fryburg, Account Number , with a payoff in the approximate amount of \$27,861.84
4. A Loan from The First National Bank of Fryburg, Account Number with a payoff in the approximate amount of \$16,529.76

INSURANCE

1. Insurance Policy Number 0850715 on the life of Martin L. Anderson.
2. Insurance Policy Number 0850714 on the life of Jerry G. McLaine.

SUPPLEMENT TO PARAGRAPH 10(B)

Martin L. Anderson and Jerry G. McLaine, t/d/b/a J. M. Leasing Co.

Fictitious Trade Name Registration

Applicant registered its fictitious name with the Pennsylvania Department of State on February 6, 1978. Attached is a copy of the Certificate issued by the Secretary of the Commonwealth of Pennsylvania which confirms that Applicant has duly registered its fictitious name.

Commonwealth of Pennsylvania



Department of State Office of the Secretary of the Commonwealth

To all to whom these Presents shall come, Greeting:

I DO HEREBY CERTIFY THAT, MARTIN L. ANDERSON, RD2, Clarion, Pa. 16214, and JERRY G. McLAINE, RD 2, Knox, Pa. 16232,

carrying on or conducting business under the assumed or fictitious name, style, or designation of J.M. LEASING CO., with place of business located at P.O. Box 27, Lot 16, Oakwood Acres, Pa. 16214, have,

this 6th day of February A. D. 1978 filed in this Department the APPLICATION provided for in the Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act making it unlawful for any individual or individuals to carry on any business under an assumed or fictitious name, style, or designation, unless upon advertisement, and the filing of an application to that effect in the office of the Secretary of the Commonwealth and of the Prothonotary, etc." approved May 24, 1945, P. L. 967, as amended.

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

A handwritten signature in cursive script, appearing to read "Robert A. Fields".

Secretary of the Commonwealth

COMMON POLICY — DECLARATIONS

INSURANCE IS PROVIDED BY THE COMPANY AS DESIGNATED BY AN

Renewal of Number

NEW - 98

EMPIRE FIRE AND MARINE INSURANCE COMPANY
OMAHA, NEBRASKA

Policy No.

CL 53 84 16

EMPIRE INDEMNITY INSURANCE COMPANY
OKLAHOMA CITY, OKLAHOMA

Named Insured and Mailing Address
(No., Street, Town or City, County, State, Zip Code)

MARTIN ANDERSON
DBA J.M. TRUCK AND TRAIL
P.O. BOX 27
CLARION, PA 16214

Agent 5825

INTERSTATE INS. MGMT. INC.
2307 MENOHER BLVD.
JOHNSTOWN, PA 15905

Policy Period: From

11-16-98

to

11-16-99

12:01 A.M. Standard Time at
your mailing address shown above.
(Unless otherwise endorsed)

Business Description

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PART	COVERAGE PART DECLARATIONS (FORM NUMBER)	PREMIUM
Commercial Property	THIS POLICY DOES NOT COVER COLLISION DAMAGE TO ANY VEHICLE, INCLUDING RENTAL VEHICLES.	\$ _____
Commercial General Liability		\$ _____
Commercial Crime		\$ _____
Commercial Inland Marine		\$ _____
Commercial Auto — Business Auto		\$ _____
Commercial Auto — Garage		\$ _____
Commercial Auto — Truckers		JDL190(13X1)-X-B
		\$ _____
		\$ _____

Premium shown is payable: at inception
 Per Payment Form Attached

TOTAL \$ 2,327.00

Audit Period: Annual, unless otherwise stated _____

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

BJP190-0-X EMD804(12-85) IL0246(4-98) IL0910(1-81) IL0021(4-98) IL0017(11-98)

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

Date of Issue:

Countersigned By _____

James E. [Signature]
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

COMMERCIAL AUTO COVERAGE PART TRUCKERS DECLARATIONS

CA 00 14 12 93

The Declarations include a second part designated "Part 2".

NEW - 98

Renewal of Number*

ITEM ONE

This Coverage Part is effective the inception date of the policy unless another date is indicated below. (The following information is required only when this Coverage Part is issued subsequent to preparation of policy.)

Policy No.: CL 53 84 16

Effective Date: 11-16-98

Named Insured:

Countersigned by: _____
Authorized Representative

TRUCK AND TRAIL
Additional Premium:
(From endorsement date to Policy Expiration)

Endorsement No.:

Form of Business: Individual Partnership Corporation Other _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO—SCHEDULE OF COVERAGES AND COVERED AUTOS This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Truckers Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS <small>(Entry of one or more of the symbols from the COVERED AUTO Section of the Truckers Coverage Form shows which autos are covered autos)</small>	LIMIT		PREMIUM
		THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		
LIABILITY	46	\$ 1,000,000.	CSL	\$ 2,258.00
PERSONAL INJURY PROTECTION (P.I.P.)††	46	SEPARATELY STATED IN EACH P.I.P. END. MINUS \$ CA2237 DEDUCTIBLE		\$ 23.00
ADDED P.I.P. (or equivalent added No-fault cov.)	46	SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT CA2238		\$ INCL.
PROPERTY PROTECTION INS. (P.P.I.) (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS \$ DEDUCTIBLE FOR EACH ACCIDENT		\$
AUTO MEDICAL PAYMENTS		\$		\$
UNINSURED MOTORISTS (UM)	46	\$ 300,000.	SL	\$ 46.00
UNDERINSURED MOTORISTS <small>(when not included in UM Cov.)</small>	46	\$ 300,000.	SL	\$ INCL.
TRAILER INTER-CHANGE	COMPREHENSIVE COVERAGE		\$ WHICHEVER IS LESS	\$
	SPECIFIED CAUSES OF LOSS COVERAGE	ACTUAL CASH VALUE, COST OF REPAIR OR	\$ WHICHEVER IS LESS, MINUS \$25 DED FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	\$
	COLLISION COVERAGE		\$ WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO	\$
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS	\$ DED. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$
	SPECIFIED CAUSES OF LOSS COVERAGE		\$25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	\$
	COLLISION COVERAGE		\$ DEDUCTIBLE FOR EACH COVERED AUTO	\$
	TOWING AND LABOR <small>(Not Available in California)</small>		\$ for each disablement of a private passenger auto	\$

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE †:

CA0012(7-97) EM0148(3-88)CA9917(7-97)CA0180(9-97)CA2192(11-98)CA2193(11-98) PREMIUM FOR ENDORSEMENTS \$
CA2237(3-97) CA2238(3-95) ESTIMATED TOTAL PREMIUM \$ 2,327.00

ITEM THREE—SCHEDULE OF COVERED AUTOS YOU OWN

††(or equivalent No-fault cov)

Covered Auto No.	DESCRIPTION				PURCHASED			TERRITORY Town & State Where the Covered Auto will be principally garaged
	Year Model:	Trade Name:	Body type	Serial Number (S), Vehicle Identification Number (VIN)	Original Cost New	Actual Cost &	NEW (N) USED(U)	
1								
2	SEE EM0115							
3								
Covered Auto No.	CLASSIFICATION							
	Radius of Operation (In Miles)	Business use S = service R = retail C = commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor Liab. Phy. Damage	Secondary Rating Factor	Code	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.
1								
2			SEE EM0115					
3								

*Entry optional if shown in Common Policy Declarations

†Forms and Endorsements applicable to this Coverage Part omitted is shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS IF ANY ISSUED TO FORM A PART THEREOF COMPLETE THE ABOVE NUMBERED POLICY

ENDORSEMENT

Effective Date 10/06/99

Endorsement No. 2

Policy No. CL538416 Named Insured J.M. Leasing Co./J.M. Truck & Trailer

It is hereby agreed and understood that the Named Insured is amended to read:

Martin L. Anderson and Jerry G. McLaine
D/B/A J.M. Leasing Co./J.M. Truck & Trailer

Michael A. Fitchess
Authorized Representative

ACORD INSURANCE BINDER		DATE 11/03/99
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM		
PRODUCER CBIZ/BGS&G (Cumberland P&C) 44 Baltimore Street Cumberland, MD 21502 PHONE (A/C No. Ext) 301-777-1500 CODE _____ SUB CODE _____	COMPANY Kemper - Columbia CLG Br	BINDER # BINDER144237
AGENCY/CUSTOMER ID 17308 INSURED J.M. Leasing, Co. PO Box 27 Clarion, PA 16214		EXPIRATION DATE TIME 10/08/99 12:01 X AM 12/08/99 X 12:01 AM NOON
		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #
		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Loc#1: P.O. Box 27, Clarion, PA 16214

COVERAGES	LIMITS	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC		
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ - RE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGS \$	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINJURED MOTORIST \$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____ ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT \$ OTHER	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INJURED RETENTION \$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	FWC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
SPECIAL CONDITIONS/OTHER COVERAGES J.M. Leasing, Co. (See attached Spec Conditions/Other Cove page.)	FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUMS \$	

NAME & ADDRESS _____ _____ _____	MORTGAGEE <input type="checkbox"/> ADDITIONAL INSURED LOSS PAYEE LOAN # AUTHORIZED REPRESENTATIVE
--	--

Miscellaneous Coverage - Transportation

State: PA

Motor Truck Cargo Limit #1: 10,000 Ded.#1: \$1,000

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title Insurance Binder

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

ENDORSEMENTEffective Date 10/08/99Endorsement No. 1Policy No. Binder144237 Named Insured J.M. Leasing Co./J.M. Truck & Trailer

It is hereby agreed and understood that the Named Insured is amended to read:

Martin L. Anderson and Jerry G. McLaine
D/B/A J.M. Leasing Co./J.M. Truck & Trailer

Michael A. Fitchers
Authorized Representative

LAW OFFICES
WICK, STREIFF, MEYER, O'BOYLE & SZELIGO, P.C.

HENRY M. WICK, JR.
CHARLES J. STREIFF
CARL F. MEYER
DAVID M. O'BOYLE
VINCENT P. SZELIGO
LUCILLE N. WICK
RICHARD T. SCHADLE

1450 TWO CHATHAM CENTER
PITTSBURGH, PA 15219-3427

(412) 765-1600

FACSIMILE
(412) 261-3783

E-MAIL
wsmos@sgi.net

1999 NOV - 8 10:01

DUFF OFFICE CENTER, SUITE 203
10 DUFF ROAD
PITTSBURGH, PA 15235-3206
(412) 241-7227

November 4, 1999

Re: Martin L. Anderson and Jerry G. McLaine,
d/b/a J. M. Leasing Co.
Our File 6457.002

Mr. Tim Zeigler
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Dear Mr. Zeigler:

By letter dated October 15, 1999, we forwarded to the Commission the Application for Motor Common Carrier of Property on behalf of Martin L. Anderson and Jerry G. McLaine, d/b/a J. M. Leasing Co. The Application requested operating authority to transport property (excluding household goods in use) between points in Pennsylvania.

In order that Applicant may begin operating on a temporary basis as soon as the Commission approves the Application, we are enclosing the following documents as temporary proof of insurance:

1. Declaration Page from Policy No. CL538416 issued by Empire Fire and Marine Insurance Company, along with a Trucker's Declaration and Endorsement which indicates that one of the Named Insured is the Applicant.
2. Accord Insurance Binder 144237, which indicates in the Special Conditions/Other Coverages that Applicant has motor truck cargo insurance in the amount of \$10,000, and endorsements.

We request that these documents be considered in connection with the Application. Please note that Martin L. Anderson and Jerry G. McLaine also do business under the name J.M. Truck and Trailer and that is why the Endorsements also refer to J.M. Truck and Trailer. We also request that, when the Commission issues the Notice advising of the Commission's disposition of the Application, the Notice contain an authorization for Applicant to commence operations immediately for 60 days, pending the filing of permanent evidence of insurance.

Thank you for your cooperation in this matter. If you have any questions, please call me.

Very truly yours,

WICK, STREIFF, MEYER,
O'BOYLE & SZELIGO, P.C.

David M. O'Boyle
David M. O'Boyle

DOB/pam
Enclosures

Y:\WPDOCS\DOB\1999\64575120.ltr

cc: J. M. Leasing Co.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

WICK STREIFF MEYER OBOYLE & SZELIGO
ATTN DAVID M OBOYLE
1450 TWO CHATHAM CTR
PITTSBURGH, PA 15219-3427

DATE 11/16/99
RECEIPT # 196362

Application fees for MARTIN L ANDERSON & JERRY G MCCLAIN

Docket Number A-00116351..... \$100.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 2417
CHECK AMOUNT: \$100.00

C. Joseph Meisinger
(for Department of Revenue)

DOCUMENT
FOLDER

DOCKETED
NOV 18 1999

SRB