

WALKER

Before the Pennsylvania Public Utility Commission

APPLICATION  
MOTOR COMMON CARRIER OF PROPERTY

2001 AUG 30 4:11:43

1. Cotter & Sons Milk Transport, Inc.  
FULL NAME OF APPLICANT (Individual, Partnership or Corporation)

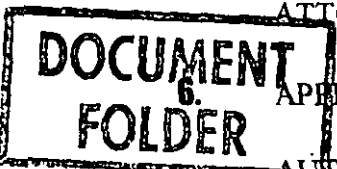
2. \_\_\_\_\_  
TRADE NAME IF ANY  
The trade name, if fictitious, \_\_\_\_\_ been registered with the  
(has or has not)  
Secretary of the Commonwealth on \_\_\_\_\_ Attach a date  
stamped copy of the registration form.

3. 724 Wilson Drive, Berlin, PA 15530 814-267-3550  
PHYSICAL ADDRESS TELEPHONE NUMBER (REQUIRED)  
(City, County, and Zip Code)

4. \_\_\_\_\_  
MAILING ADDRESS IF DIFFERENT FROM PHYSICAL ADDRESS

5. \_\_\_\_\_  
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.)

ATTORNEY'S ADDRESS



6. APPLICANT does HOLD INTERSTATE OPERATING  
(does or does not)  
AUTHORITY AT DOCKET NUMBER 371030

7. APPLICANT does HAVE A CURRENT SAFETY RATING  
(does or does not)

ISSUED BY THE US DOT, PA PUC OR OTHER STATE REGULATORY  
AGENCY. (ATTACH COPY)

AUG 30 2001

JA

PA PUC Docket # 3  
A-118207

8. APPROXIMATE NUMBER OF COMMERCIAL VEHICLES TO BE OPERATED IN PENNSYLVANIA: OWNED 6 LEASED \_\_\_\_\_

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:

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

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 3/16/98. 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.

FOR ALL APPLICANTS:

FICTITIOUS TRADE NAME REGISTRATION (IF APPLICABLE)

COPY OF CURRENT SAFETY RATING (IF AVAILABLE)

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.

Carl M. Colter, Jr. Carl M. Colter, Jr. 8-30-01  
(PRINT NAME) (SIGNATURE) (DATE)  
President.

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.

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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.

Microfilm Number

9820-4

Filed with the Department of State on

MAR 16 1998

Entity Number

2805664

Secretary of the Commonwealth

JK

ARTICLES OF INCORPORATION-FOR PROFIT OF

COTTER & SONS MILK TRANSPORT, INC.

Name of Corporation

A TYPE OF CORPORATION INDICATED BELOW

Indicate type of domestic corporation:

- X Business-stock (15 Pa.C.S. § 1306)
Management (15 Pa.C.S. § 2702)
Business-nonstock (15 Pa.C.S. § 2102)
Professional (15 Pa.C.S. § 2903)
Business-statutory close (15 Pa.C.S. § 2303)
Insurance (15 Pa.C.S. § 3101)
Cooperative (15 Pa.C.S. § 7102)

DSCB:15-1306/2102/2303/2702/2903/3101/7102A (Rev 91)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby, state(s) that:

1. The name of the corporation is: Cotter & Sons Milk Transport, Inc.

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) 724 Wilson Drive Berlin PA 15501 Somerset
Number and Street City State Zip County

(b) c/o:
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

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

4. The aggregate number of shares authorized is: 100,000 (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The name and address, including number and street, if any, of each incorporator is:

Name Address
Carl M. Cotter, Jr. 724 Wilson Drive, Berlin, PA 15530

6. The specified effective date is PA DEPT. OF STATE
month day year hour, if any

7. Any additional provisions of the articles, if any, attach an 8 1/2 x 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. **Cooperative corporations only:** (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: \_\_\_\_\_

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 11th day of March, 1998

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

Carl M Cotter Jr  
Carl M. Cotter, Jr (Signature)



# Declarations --- Truckers Policy

136 Walnut Street  
Philadelphia, PA 19107-3786

## Item one - Policy, producer, and applicant information

Company's Name: **Pennsylvania General Insurance Company**

Policy Number

**T 0278519-01**

Policy period: 12:01 A.M. standard time at your mailing address below

From: **04/11/2001** To: **04/11/2002**

Named Insured and mailing address (no., street, town, county, state, zip code)

**Cotter & Sons Milk Transport, Inc.**

**724 Wilson Drive**

**Berlin, PA 15530**

Form of business

Individual 
  Corporation 
  Partnership 
  Other

Branch Office or General Agent

**GLOBAL AND NATIONAL ACCOUNTS**

Agent name

**HAYLOR, FREYER & COON, INC**

Agent code

**730677**

Renewal of policy no.

**T 0278519-00**

Occupation or business of the named insured

**Milk Hauler**

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 Entry of one or more of the symbols from the covered autos section of the Truckers Coverage Form show which autos are covered autos	Limit The most we will pay for any one accident or loss. Refer to <b>Items three and/or four</b> where limits and deductibles may be shown.	Premium
Liability	<b>41</b>	<b>\$ 1,000,000</b>	<b>8097</b>
Personal Injury Protection (or equivalent No-Fault Coverage)		Separately stated in each P.I.P. endorsement minus the deductible shown in <b>Item three</b> .	
Added Personal Injury Protection (or equivalent Added No-Fault Coverage)		Separately stated in each Added P.I.P. endorsement	
Property Protection Insurance (Michigan only)		Separately stated in the P.P.I. endorsement minus the deductible shown in <b>Item three</b> for each accident.	
Auto Medical Payments		<b>\$</b>	
Uninsured Motorists	<b>45</b>	<b>\$ 35,000</b>	<b>80</b>
Underinsured Motorists (When not included in Uninsured Motorists Coverage)	<b>45</b>	<b>\$ 35,000</b>	<b>152</b>
Trailer Interchange	Comprehensive Coverage	Actual cash value, whichever is cost of repair or <b>\$</b> less.	
	Specified Causes of Loss Coverage	Actual cash value, cost of repair or <b>\$</b> whichever is less, minus <b>\$25ded.</b> for each covered auto for loss caused by mischief or vandalism.	
	Collision Coverage	Actual cash value, cost of repair or <b>\$</b> whichever is less, minus <b>\$</b> deductible for each covered auto.	
Physical Damage	Comprehensive Coverage	Actual cash value or cost of repair, whichever is less, minus the deductible shown in <b>Item three and/or four</b> for each covered auto. But no deductible applies to loss caused by fire or lightning.	<b>1114</b>
	Specified Causes of Loss Coverage	Actual cash value or cost of repair, whichever is less, minus <b>\$25 ded.</b> for each covered auto for loss caused by mischief or vandalism.	
	Collision Coverage	Actual cash value or cost of repair, whichever is less, minus the deductible shown in <b>Item three and/or four</b> for each covered auto.	<b>4385</b>
	Towing and Labor (Not available in California)	<b>\$</b>	
Premium for endorsements			<b>\$</b>
Estimated total premium			<b>\$ 13,828</b>

Endorsements attached to this policy at its inception. Refer to **G-1881 Schedule of Forms & Endorsements**

This Declarations Page, together with the Common Policy Conditions, Broad Form Nuclear Energy Liability Exclusion Endorsement (not applicable in New York), Coverage Form CA0012 and Endorsements, if any, issued to form a part thereof, completes the numbered Policy.

Date and Place of issue

**06/11/2001 PHILA., PA TN/TB**

Countersigned by (Authorized Agent)

Statement of installment premium payments

Installment premium amount:

Due date

**1 Refer to G-1881**

**2 Schedule of**

**3 Installments**

*Auti [Signature]*

**Item three – Schedule of covered autos you own**

Policy No. T 0278519-01

Covered auto number	Description Year model, Trade name, Body type, Serial number(s), Vehicle identification number (VIN)	Actual cost and		Age group	Territory Town state and zip where the covered "auto" will be principally garaged	Terr. Code
		New (N)	Used (U)			
1	87 INT'L STRAIGHT 2HTFBJXT6HC088070	75959		6	BERLIN, PA 15530	052
2	95 WESTERN STAR 2WLPCCHXSK938269	96000		6	BERLIN, PA 15530	052
3	90 PETERBILT STRAIGHT IXP5L20X4LD285450	40000		6	BERLIN, PA 15530	052
4	88 BRENNER TANK TRLR 11BAZ6221JF0A1146	40000		6	BERLIN, PA 15530	052
5	97 KENWORTH TRACTOR 1XKWDB9X4VJ749027	77000		5	BERLIN, PA 15530	052

**Schedule of covered autos you own (cont.) Coverages – Premiums, limits and deductibles\*\***

Covered auto number	Classification Size GVW, GCW or vehicle seating capacity	Radius of Operation	Business Use s = service r = retail c = com'l. Code	Personal Injury Protection		Added P.I.P.	Property Prot. (Mich. Only)		Auto Medical Payments	
				Limited stated in each P.I.P. end. minus deductible shown below	Premium	Limit stated in each Added P.I.P. end. Premium	Limit stated in P.P.I. end. minus deductible shown below	Premium	Limit	Premium
1.		Local		40439						
2		INTER		40539						
3		INTER		40539						
4		INTER		67539						
5		INTER		50539						
<b>Total Premium</b>										

**Coverages – Premiums, limits and deductibles\*\* (continued)**

Covered auto number	Liability		Uninsured motorists		Underinsured motorists		Comprehensive		Specified Causes of loss	Collision	Towing and labor	
	Limit	Premium	Limit	Premium	Limit	Premium	*Ded.	Premium	+Premium	*Ded.	Premium	+Premium
1	1,000,000	826	35,000	10	35,000	19	100	109		250	385	
2	1,000,000	998	35,000	10	35,000	19	100	149		250	487	
3	1,000,000	998	35,000	10	35,000	19	100	76		250	215	
4	1,000,000	54	35,000	0	35,000	0	100	41		250	115	
5	1,000,000	1,060	35,000	10	35,000	19	100	158		250	699	
<b>Total Premium</b>												

\*\* Absence of a limit entry in any column below means that the limit in the corresponding Item two column applies instead.

\* Limit stated in Item two minus deductible below. + Limit and/or deductible stated in Item two.

Covered auto number	Loss payee information: Except for towing, all Physical Damage Coverage loss is payable as interest may appear to you and (Name and Address)	Final encumbrance due date
1	Refer to G-1881 Schedule of Loss Payees	
2		
3		
4		
5		

- Loss Payable Clause**
- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
  - B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
  - C. We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
  - D. If we make any payment to the loss payee, we will obtain their rights against any other party.

**Item four – Schedule of hired or borrowed covered auto coverage and premiums**

Liability coverage – Rating basis, cost of hire – Autos used in your trucking operations			
State	Estimated cost of hire for each state	Rate per each \$100 cost of hire	Premium

Cost of hire means the total cost you incur for the hire of "autos" you don't own (not including "private passenger type autos" you borrow or rent from members of your household, your partners, employees or agents or members of their household).

Liability coverage – Rating basis, cost of hire – Autos not used in your trucking operations			
State	Estimated cost of hire for each state	Rate per each \$100 cost of hire	Premium
<b>Total Premium</b>			

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Item three - Schedule of covered autos you own

Policy No. T 0278519-01

Covered auto number	Description Year model, Trade name, Body type, Serial number(s), Vehicle identification number (VIN)	Actual cost and		Age group	Territory	
		New (N)	Used (U)		Town state and zip where the covered "auto" will be principally garaged	Terr. Code
6	88 BRENNER TANK TRLR 10BAZ6710JF0A1145	34000		6	BERLIN, PA 15530	052
7	00 PETERBILT TRACTOR 1XP5DB9X9YN508308	85910		2	BERLIN, PA 15530	052
8	98 WALKER TANK TRLR 1W9S82AW8W0007287	38500		4	BERLIN, PA 15530	052
9	95 KENWORTH TRACTOR	90000		6	BERLIN, PA 15530	052
10	74 DODGE TRUCK-DUMP W31BF4S156598	0		6	BERLIN, PA 15530	052

Schedule of covered autos you own (cont.) Coverages - Premiums, limits and deductibles\*\*

Covered auto number	Classification Size GVW, GCW or vehicle seating capacity	Radius of Operation	Business Use s = service r = retail c = com'l. Code	Personal Injury Protection		Added P.I.P.	Property Prot. (Mich. Only)		Auto Medical Payments	
				Limited stated in each P.I.P. end, minus deductible shown below	Premium	Limit stated in each Added P.I.P. end, minus deductible shown below	Premium	Limit stated in P.P.I. end, minus deductible shown below	Premium	Limit
6		INTER	67539							
7		INTER	50539							
8		INTER	67539							
9		INTER	50539							
10		Local	50439							
<b>Total Premium</b>										

Coverages - Premiums, limits and deductibles\*\* (continued)

Covered auto number	Liability		Uninsured motorists		Underinsured motorists		Comprehensive		Specified Causes of loss		Collision		Towing and labor	
	Limit	Premium	Limit	Premium	Limit	Premium	*Ded.	Premium	+Premium	*Ded.	Premium	+Premium		
6	1,000,000	54	35,000	10	35,000	19	100	41			250	115		
7	1,000,000	1,060	35,000	10	35,000	19	100	210			250	999		
8	1,000,000	54	35,000	10	35,000	19	100	58			250	166		
9	1,000,000	1,060	35,000	10	35,000	19	100	125			250	548		
10	1,000,000	873	35,000	10	35,000	19	100	0			250	0		
<b>Total Premium</b>														

\*\* Absence of a limit entry in any column below means that the limit in the corresponding Item two column applies instead.

\* Limit stated in Item two minus deductible below. + Limit and/or deductible stated in Item two.

Covered auto number	Loss payee information: Except for towing, all Physical Damage Coverage loss is payable as interest may appear to you and (Name and Address)	Final encumbrance due date
6		
7		
8		
9		
10		

- Loss Payable Clause**
- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
  - B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
  - C. We may cancel the policy as allowed by the **Cancellation** Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
  - D. If we make any payment to the loss payee, we will obtain their rights against any other party.

Item four - Schedule of hired or borrowed covered auto coverage and premiums

Liability coverage - Rating basis, cost of hire - Autos used in your trucking operations

State	Estimated cost of hire for each state	Rate per each \$100 cost of hire	Premium

Cost of hire means the total cost you incur for the hire of "autos" you don't own (not including "private passenger type autos" you borrow or rent from members of your household, your partners, employees or agents or members of their household).

Liability coverage - Rating basis, cost of hire - Autos not used in your trucking operations

State	Estimated cost of hire for each state	Rate per each \$100 cost of hire	Premium

**Total Premium**

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**Item three – Schedule of covered autos you own**

Policy No. T 0278519-01

Covered auto number	Description				Actual cost and New (N) Used (U)	Age group	Territory		Terr. Code
	Year model, Trade name, Body type, Serial number(s), Vehicle identification number (VIN)	Radius of Operation	Business Use s = service r = retail c = com'l. Code	Limited stated in each P.I.P. end. minus deductible shown below			Town state and zip where the covered "auto" will be principally garaged	Premium	
11	KENWORTH TRACTOR INKWLB0X2WJ756358				55000	4	BERLIN, PA 15530		052
12									
13									
14									
15									

**Schedule of covered autos you own (cont.) Coverages – Premiums, limits and deductibles\*\***

Covered auto number	Classification		Personal Injury Protection		Added P.I.P.	Property Prot. (Mich. Only)		Auto Medical Payments	
	Size GVW, GCW or vehicle seating capacity	Radius of Operation	Limited stated in each P.I.P. end. minus deductible shown below	Premium	Limit stated in each Added P.I.P. end. Premium	Limit stated in P.P.I. end. minus deductible shown below	Premium	Limit	Premium
11		INTER		50539					
12									
13									
14									
15									
<b>Total Premium</b>									

**Coverages – Premiums, limits and deductibles\*\* (continued)**

Covered auto number	Liability		Uninsured motorists		Underinsured motorists		Comprehensive		Specified Causes of loss		Collision		Towing and labor	
	Limit	Premium	Limit	Premium	Limit	Premium	*Ded.	Premium	+Premium	*Ded.	Premium	+Premium		
11	1,000,000	1,060	35,000	10	35,000	19	100	147		250	656			
12														
13														
14														
15														
<b>Total Premium</b>		8,097		80		152		1114			4385			

\*\* Absence of a limit entry in any column below means that the limit in the corresponding Item two column applies instead.

\* Limit stated in Item two minus deductible below. + Limit and/or deductible stated in Item two.

Covered auto number	Loss payee information: payable as interest may appear to you and (Name and Address)	Except for towing, all Physical Damage Coverage loss is (Name and Address)	Final encumbrance due date
11			
12			
13			
14			
15			

- Loss Payable Clause**
- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
  - B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
  - C. We may cancel the policy as allowed by the Cancellation Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
  - D. If we make any payment to the loss payee, we will obtain their rights against any other party.

**Item four – Schedule of hired or borrowed covered auto coverage and premiums**

**Liability coverage – Rating basis, cost of hire – Autos used in your trucking operations**

State	Estimated cost of hire for each state	Rate per each \$100 cost of hire	Premium

Cost of hire means the total cost you incur for the hire of "autos" you don't own (not including "private passenger type autos" you borrow or rent from members of your household, your partners, employees or agents or members of their household).

**Liability coverage – Rating basis, cost of hire – Autos not used in your trucking operations**

State	Estimated cost of hire for each state	Rate per each \$100 cost of hire	Premium

**Total Premium**

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**Item four (cont.)**

Physical damage coverage

Policy No. **T 0278519-01**

Coverages	Limit of insurance-The most we will pay-Deductible	Estimated annual cost of hire	Rate per each \$100 annual cost of hire	Premium
Comprehensive	Actual cash value, cost of repairs or \$ _____ whichever is less, minus \$ _____ deductible for each covered auto. But no deductible applies to loss caused by fire or lightning.			
	Actual cash value, cost of repairs or \$ _____ whichever is less, minus \$25 deductible for each covered auto for loss caused by mischief or vandalism.			
Specified Causes of Loss	Actual cash value, cost of repairs or \$ _____ whichever is less, minus \$ _____ deductible for each covered auto.			
Collision	Actual cash value, cost of repairs or \$ _____ whichever is less, minus \$ _____ deductible for each covered auto.			
<b>Total Premium</b>				

**Item five – Schedule for non-ownership liability**

Rating basis	Premium
No. of Employees	
No. of Partners	

**Item six – Trailer interchange coverage**

Coverages	Limit of insurance Stated	Daily rate	Estimated premium*
Comprehensive			
Specified Causes of Loss	in		
Collision	Item two		
<b>Total Premium</b>			

\*Indicate "M.P." for Minimum Premium

**Item seven – Schedule for gross receipts rating basis – Liability coverage**

Estimated Yearly Gross Receipts	Rates Per \$100 of Gross Receipts Liability Coverage	Auto Medical Payments	Premiums Liability Coverage	Auto Medical Payments

**Total Premium**  
**Minimum Premium**

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. Gross Receipts includes the total amount received from renting equipment, with or without Drivers, to anyone who is not a 'trucker' and 15% of the total amount received from renting any equipment to any "trucker".

Gross receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.
- E. Warehouse storage fees.



G12670 12 98

**COMMERCIAL INLAND MARINE COVERAGE PART  
MOTOR TRUCK CARGO POLICY — DECLARATIONS PAGE**

<b>Description Of Goods Carried</b>			
Covered Property consists principally of MILK/DAIRY PRODUCTS			
<b>Coverage</b> Check box <input checked="" type="checkbox"/> beside the Coverage Options selected			
<input checked="" type="checkbox"/> Carrier's Form <input type="checkbox"/> Owner's Form <input type="checkbox"/> Refrigeration or Heating Breakdown Coverage			
<b>Vehicle Schedule and Limits Of Liability</b>			
<b>Veh. No.</b>	<b>Description (Year, Model, Trade Name, Body Type, Tonnage)</b>	<b>Identification #</b>	<b>Limit of Insurance</b>
1.			
2.			
3.			
4.			
<input checked="" type="checkbox"/> Blanket Coverage on all vehicles operated by the Insured (Schedule waived) LIMIT OF INSURANCE PER VEHICLE      \$50,000			
<b>Terminal Schedule and Limits Of Insurance (Carrier's Form only)</b>			
<b>Loc. No.</b>	<b>Location (Street Address, City, State, Zip Code)</b>		<b>Limit of Insurance</b>
1.			
2.			
<b>Limit Of Loss</b>			
In no event shall the amount payable in any one occurrence, involving one or more vehicles or terminals, exceed			\$50,000
<b>Rates &amp; Premiums</b>			
A. Nonreporting	Rate	\$0.000	Premium      \$1,438
B. Reporting			
1. Deposit Premium			
2. Minimum Annual Premium	<input type="checkbox"/> Fully Earned		
3. Reporting Period	<input type="checkbox"/> Monthly <input type="checkbox"/> Annually		
	<input type="checkbox"/> Other (Specify)		
4. Rates			
5. Premium Basis	<input type="checkbox"/> "Gross Receipts" <input type="checkbox"/> Mileage <input type="checkbox"/> Other (See Declarations)		
			<b>Premium for this Coverage Form      \$1,438</b>
<b>Deductible</b>			
The deductible amount is \$250.00 unless otherwise stated and except for the following causes of "loss" or coverage:			\$500

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
ROOM 308 NORTH OFFICE BUILDING  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722

214

COTTER & SONS MILK TRANSPORT, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.  
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE  
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS  
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY  
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2805664

MICROFILM NUMBER: 09820

0414-0415

SCOTT P BITTNER ESQ  
FIKE CASCIO & BOOSE ESQS  
PO BOX 431  
SOMERSET PA 15501

*Cotter & Sons Milk Transport, Inc.*  
*724 Wilson Drive*  
*Berlin, PA 15530*  
*(814) 267-3550, Fax (814) 267-3692*

*Carl M. Cotter, Jr. - President/Vice President*  
*Mary Ann Cotter - Secretary/Treasurer*

*All shares held by Carl & Mary Ann Cotter*



U.S. Department  
of Transportation

**Federal Motor  
Carrier Safety  
Administration**

400 Seventh St., S.W.  
Washington, D.C. 20590  
AUGUST 22, 2001

IN REPLY REFER TO:  
YOUR USDOT NO.: 831642  
REVIEW NO.: 00242883/CR

COTTER & SONS MILK TRANSPORT INC  
724 WILSON DR  
BERLIN PA 15530

Dear Motor Carrier:

The motor carrier safety rating for your company is:

**SATISFACTORY**

This SATISFACTORY rating is the result of a review and evaluation of your safety fitness completed on AUGUST 16, 2001. A SATISFACTORY rating indicates that your company has adequate safety management controls in place to meet the safety fitness standard prescribed in 49 C.F.R. 385.5.

Please ensure yourself that any specific deficiencies identified in the review report have been corrected. We appreciate your efforts toward promoting motor carrier safety throughout your company. If you have questions or require further information, please contact your local Federal Motor Carrier Safety Administration office listed below:

U.S. DEPARTMENT OF TRANSPORTATION  
Federal Motor Carrier Safety Administration  
228 WALNUT STREET, ROOM 536  
HARRISBURG, PENNSYLVANIA 17101

Telephone No. 717 / 221-4443

Charles A. Horan, III  
Director, Office of Enforcement  
And Compliance

PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCUMENT  
FOLDER

RECEIPT

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

COTTER & SONS MILK TRANSPORT, INC.  
724 WILSON DRIVE  
BERLIN PA 15530

DATE 9/12/01  
RECEIPT # 198855

IN RE: Application fees for COTTER & SONS MILK TRANSPORT, INC.

Docket Number A-00118207..... \$100.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: TC 400493  
CHECK AMOUNT: \$100.00

**DOCKETED**

SEP 13 2001

C. Joseph Meisinger  
(for Department of Revenue)

KJR