

Harrisburg, PA 17105-3265
(717) 787-3834 or FAX (717) 787-5961

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2001 NOV 20 AM 9:06

PA PUC
SECRETARY'S BUREAU

Application for Motor Common Carrier of Property

Please complete all parts of the following application. Incomplete applications will be returned. All questions may be directed to the Bureau of Transportation & Safety at (717) 787-3834.

2001 NOV 21 AM 10:19
BUREAU OF TRANSPORTATION & SAFETY

1. Mark A. Carol Demko copts
Full Name of Applicant (Individual, Partnership or Corporation)

2. Demko Trucking
Trade Name if Any

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

Secretary of the Commonwealth on _____ Attach a date
(Date)
stamped copy of the registration form.

3. 431 Old Hershey Rd, Elizabethtown
PA 17022 Lancaster (717) 367-6575
Physical Address (Street, City, County and Zip Code) Telephone Number (Required)

4. _____
Mailing Address if Different from Physical Address

5. _____
Attorney's Name & Telephone Number for this Filing
(Do not supply Attorney's name if you want all correspondence & notice of process mailed directly to you.)

Attorney's Address

6. Applicant does not hold interstate operating authority at docket
(Does or does not)
number _____

7. Applicant does not have a current safety rating issued by the US
(Does or does not)
DOT, PA PUC or other state regulatory agency (Attach Copy)

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DEC 24 2001
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A-118508

8. Approximate number of commercial vehicles to be operated in Pennsylvania:
Owned 1 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.)

Mark Demko + Carol Demko

431 Old Hershey Rd. Elizabethtown Pa 17022
(Attach a separate sheet if space provided is not sufficient.)

Corporation Organized under the laws of the state of _____
qualified to do business in Pennsylvania by registering with the Secretary of
the Commonwealth on _____

(Date)

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 corporate 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.

You must sign the following application.

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.

Mark Demko - Carol Demko
(Print Name)
Mark Demko Carol Demko 11-5-01
(Signature) (Date)

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).

PUC 189
Revised 10/00

A G R E E M E N T

This Agreement made this 19th day of January, 2001 between Carol A. Demko (51%) of 431 Old Hershey Road, Elizabethtown, Lancaster County, Pennsylvania, and Mark R. Demko (49%) of 431 Old Hershey Road, Elizabethtown, Lancaster County, Pennsylvania.

WHEREAS, the parties have formed and hereby do form a Partnership for the purpose of providing dump truck service.

The terms of the partnership are and shall be as follows:

1. NAME: The name of the partnership shall be Demko Trucking

2. PLACE OF BUSINESS. The place of business of the partnership shall be a 431 Old Hershey Road, Elizabethtown, Lancaster County, Pennsylvania, and such place or places as the parties may from time to time determine.

3. DISSOLUTION. The partnership shall continue from the above mentioned date until dissolved by one of the following methods:

a. Written agreement signed by the Partners.
b. Bankruptcy or insolvency by one or both of the Partners.

c. By death of one or all of the partners, subject however, to the provisions hereinafter more fully set

forth.

d. By withdrawal of one or both of the Partners in accordance with the provisions of this Agreement hereinafter more fully set forth.

4. CAPITAL. It is hereby declared that all capital contributions shall be proportionate to ownership.

5. PROFIT AND LOSS. All profits and losses arising from the business carried on by the Partnership shall be shared as follows:

Fifty-one (51%) to Carol A. Demko and
Forty-nine per cent (49%) to
Mark R. Demko.

6. WAGES. Wages shall be paid to the Partners as agreed upon time to time by the managing Partners, who shall be the two (2) parties to this Agreement unless otherwise agreed upon.

7. BOOKS. The partnership shall keep books and records of its transactions at the office of the Partnership and each Partner or his agent shall have access thereto. The books shall be kept on a calendar year basis beginning January 1, and shall be closed and balanced at the end of each year at which time an audit shall be made.

8. MANAGEMENT, DUTIES AND RESTRICTION. The Partners shall have equal rights in the management of the Partnership business. There is no requirement that any Partner contribute a certain amount of time to the conduct of the business. No Partner without written consent of all Partners shall on behalf of the partnership borrow or lend money, purchase or contract to purchase,

or sell or contract to sell property for or on behalf of the partnership other than the type of property bought and sold in the regular course of its business.

9. BANKING. All funds of the Partnership are to be deposited in its name in the bank mutually agreed upon by the Partners. All withdrawals therefrom are to be made by checks signed by either of the Partners.

10. WITHDRAWAL, RETIREMENT OR DEATH OF EITHER PARTNER. In the event that any one of the Partners desires to withdraw from the partnership, or is one of the Partners becomes insolvent, then the continuing partner shall be privileged to carry on the business previously carried on by the partnership, upon the following terms and conditions.

The continuing Partner shall have the option to purchase the interest of the withdrawing Partner at a value based on the last previous valuation of Partnership assets. (It is the intent of the Partners that all the properties in the Partnership be appraised annually.) If no appraisal has been made of the Partnership assets within the preceding year, then all of the Partnership property shall be reappraised and the fair market value of the interest of the withdrawing Partner shall be based on those appraisals. Any reappraisal shall be arrived at by three (3) appraisers, one of which shall be appointed by the continuing Partner, one by the withdrawing Partner, and the third by the first two (2) so appointed. Any evaluation required shall be made within thirty (30) days after notice in writing is received by the continuing Partner. Settlement for the withdrawing Partner's

interest shall be made within ninety (90) days following the date of receipt of notice. In the event that the continuing Partner does not agree to purchase at the value as provided for above, then the assets shall be sold and the proceeds divided equally among the Partners in proportion to their respective capital accounts.

In the event of the demise of one of the Partners, the surviving Partner shall purchase the share of the deceased Partner at a valuation based on the value as of the date of death. The value shall be determined in the same manner as provided for in the preceding paragraph. Appraisal of the assets, if required, shall be made within thirty (30) days of the date of death. Settlement for the interest must be made within ninety (90) days after appraisal. If no settlement is made within ninety (90) days after the date of death, then the assets shall be sold the proceeds divided equally among the Partners in proportion to their respective capital accounts as shown on the books of the partnership.

11. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules then pertaining to the American Arbitration Association, and judgment upon the award tending may be entered in any court having jurisdiction thereof.

12. LAW OF PENNSYLVANIA APPLICABLE. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania which are in effect as of the date of execution of this Partnership Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands
And seals this day and year first written above.

WITNESSES:

Sammy Englehart Carol A. Demko
Carol A. Demko

Sammy Englehart Mark R. Demko
Mark R. Demko

**Pennsylvania Public Utility Commission
Bureau of Transportation & Safety
PO Box 3265
Harrisburg, PA 17105-3265
(717) 787-3834 or FAX (717) 787-5961**

Exemption from PUC Cargo Insurance Regulations

This is to advise that Demko Trucking
(Name of applicant/carrier)
holding PUC authority at Application Docket No. A- 118508 is exempt
(if available)
from Cargo Insurance Regulations for the following reasons (Check all that apply):

- All transportation will be provided in dump trucks.
- All transportation will be limited to farm products, garbage, ashes, rubbish, coal, debris, earth, crushed stone, amesite, and similar construction materials.
- The value of any one load being transported will not be more than \$500 in value.

Carol Demko - Partner
(Signature of Individual applicant, authorized partner or corporate president or secretary)

Verification of Statement

The undersign deposes and says that he/she is the person who signed the statement for the above captioned applicant/application and that he/she is authorized to and does make this verification and the facts setforth therein are true and correct to the best of his/her knowledge, information and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 C.S. SEC. 409 relating to unsworn falsification to authorities.

Carol Demko 10/10/01
(Signature) (Date)
Carol Demko
(Print Name)

Please return to: Pennsylvania Public Utility Commission
Bureau of Transportation & Safety - Insurance/Filing Unit
PO Box 3265
Harrisburg, PA 17105-3265

This form is used to waive the Commission's requirement for PA PUC-certificated carriers to maintain a minimum of \$5,000 insurance for loss or damage to cargo being transported. You must meet at least one of the three criteria above. If none of the three criteria for exemption apply to you, you must submit evidence of cargo insurance.

John Doe

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

DEMKO, MARK & CAROL, COPTS.
DEMKO TRUCKING
431 OLD HERSHEY ROAD
ELIZABETHTOWN PA 17022

DATE 1/9/02
RECEIPT # 199251

IN RE: Application fees for DEMKO, MARK & CAROL, COPTS.

Docket Number A-00118508..... \$100.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: PMO 5225296

CHECK AMOUNT: \$100.00

C. Joseph Meisinger
(for Department of Revenue)

DOCUMENT
FOLDER

DOCKETED
JAN 14 2002