

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

THREE RIVERS TRANSPORTATION, LLC

Petitioners

NO.:

**APPLICATION FOR
TRANSPORTATION NETWORK
SERVICE LICENSE**

Filed on behalf of Petitioner:
THREE RIVERS TRANSPORTATION, LLC

Counsel of record for this party:

BRAD N. SOMMER, ESQUIRE
PA ID #: 87312

SOMMER LAW GROUP, P.C.
6 Market Square
Pittsburgh, PA 15222
(412) 471-1266

Application for Transportation Network Service License

THIS APPLICATION IS TO BE USED WHEN PROVIDING TRANSPORTATION FOR COMPENSATION BETWEEN POINTS IN PENNSYLVANIA USING A DIGITAL NETWORK TO FACILITATE PREARRANGED RIDES.

1. **Legal Name of Applicant** (Individual, Partnership or Corporation)

Three Rivers Transportation, LLC

- If you are an individual who has not formed any type of corporate entity, you should enter your name **as it will appear on your insurance documents**.
- If you are filing for a partnership, but **not a limited liability partnership**, the names of all partners must be entered on this line. Those names should be entered **as they will appear on your insurance documents**. This includes husbands and wives filing jointly.
- If you are filing for a corporate entity (corporation, limited liability company, or limited liability partnership), **even if you are the sole shareholder member**, you must enter the name **exactly as it appears on the registration papers from the Corporation Bureau of the Pennsylvania Department of State**.

2. **Trade Name** (Attach a copy of fictitious name registration if applicable)

This is any name which you will be operating under which differs from the **LEGAL NAME OF APPLICANT**. A **TRADE NAME** is considered a **FICTITIOUS NAME** if the identity of the applicant cannot be readily determined. *EXAMPLE: John Doe is the applicant and wants to use the name "Johnboy Trucking" as his trade name. People cannot readily determine that John Doe is the actual operator; therefore, the name is fictitious and must be registered as such. Trade names such as "John Doe Trucking" or "J. Doe Trucking" are not considered fictitious and would not have to be registered.*

3. **Applicant is:**

- Sole Proprietor
- Partnership
- Limited Partnership (Provide list of partners and copy of Certificate of Limited Partnership)
- Limited Liability Partnership (Provide list of partners and copy of Statement of Registration)
- Limited Liability Company (Provide list of members and copy of Certificate of Organization)
- Corporation (Provide list of shareholders, distribution of shares, officers, and copy of Articles of Incorporation)
- Foreign Association not formed in PA (Provide copy of Foreign Registration Statement)

4. **Registration with the Department of State** - The applicant certifies that the TNC is registered with the Pennsylvania Department of State to do business in the Commonwealth. Please provide a copy of the TNC applicant's registration with this application.

5. **Please check Applicant's PUC status:**

- Does not now, nor never has had PUC Authority
- Does not now, but has previously held PUC Authority at A-_____
- Holds current PUC Authority at A-00119028_____

6. **Dual Motor Carrier** - Please indicate whether the Applicant is a call demand carrier.

- The Applicant WILL BE operating as a Dual Motor Carrier.
- The Applicant WILL NOT BE operating as a Dual Motor Carrier

7. **Physical Address** (do not use PO Box)

1536 Saw Mill Run Blvd
Street Address

Pittsburgh, Pa 15136
City, State and Zip Code

412-881-5466 Telephone Number Allegheny County

The address entered here should reflect the actual location of the business. This is the address the Commission needs in order to dispatch Enforcement Officers to inspect equipment.

8. **Mailing Address** (if different from Physical Address)

Street Address

City, State and Zip Code

This is the address to which the Commission will send all official documents issued by the Commission. Leave blank if **MAILING ADDRESS** is the same as the **PHYSICAL ADDRESS**.

9. **Website**

www.threeriverstransportation.com
Website Address

The applicant certifies that it will establish and maintain a website that complies with Chapter 26.

10. **Registered Agent**

SommerLawGroup
Agent's Name

6 Market Square
Street Address

Pittsburgh, PA 15222
City, State and Zip Code

412-471-1266
Telephone Number

Allegheny
County

11. **Attorney** (if applicable)

Bradley N. Sommer, Esq 412-471-1266
Attorney's Name & Telephone Number for this Filing

6 Market Square, Pittsburgh, Pa 15222
Attorney's Address

An attorney's name should only be entered if an attorney is filing the application for a client and the application is being sent under the attorney's cover letter.

12. **Affiliated Interests** – List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

Not Applicable

13. **General Description of Nature and Scope of Business** - Provide a general description of the nature and scope of the proposed TNC service to be offered, including the company's business model, the use of independent drivers or employee drivers, the use of driver-owned vehicles or company-owned vehicles, the names and roles of any affiliates involved in providing the service, and other relevant features of the proposed TNC service.

Three Rivers Transportation will be using a digital and electronic communications software and app to match passengers in need of transportation services with drivers operating personal vehicles. Three Rivers Transportation will mainly be a liaison for third party transportation providers with its members and drivers within the TNS network. The software program that will be used is TransCura, and is being designed to credential and train qualified drivers and keep pertinent compliance records of the same. The software will also provide increased oversight into trip management, costs savings, fraud, waste and abuse as well as safety and vehicle maintenance.

14. **Driver Standards** -- Please explain:

- a. Your standards for drivers;
- b. Your system for ensuring compliance with criminal background and license check requirements;
- c. Your driver training program;
- d. Your policy regarding alcohol and drug use by your drivers;
- e. How your policy or your written policy will ensure that drivers have the necessary insurance coverage;
- f. How your policy or your written policy will ensure your drivers will continuously comply with all requirements under Chapter 26, including providing service to people with disabilities;
- g. How your policy or your written policy will ensure your drivers will be informed of nondiscrimination policies.

15. **Vehicle Safety Program** – Please explain:

- a. How your policy or your written policy will ensure that vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) and Chapter 26.
- b. Plans for ensuring that vehicles which no longer meet vehicle age and/or vehicle mileage standards shall be replaced in a timely fashion.
- c. How your policy or your written policy will ensure vehicles engaged in TNC service display their respective TNC placard in accordance with Chapter 26.

16. **Autonomous Vehicle Safety** – Please certify that all autonomous vehicles and their operation in TNC service comply with all applicable PennDOT regulations.



The certification must be signed here by the applicant appearing on Line 1 by the named individual, all partners if a partnership, a member (if a limited liability company), or by the President or Officer (if a corporation)

17. **Customer Service Standards** – Please describe your customer service standards. Within your description, please explain:

- a. Your plan to inform customers of how to file complaints with the PUC;
- b. Your intended customer complaint resolution procedure.

18. **Insurance** – Describe steps you have taken to obtain liability insurance coverage for your business. Upon tentative approval of the application, you will be required to have an acceptable Form E certificate of insurance filed by the insurance carrier. Note: An acceptable Form E certificate may be filed at the time of filing the application.

We will be adding TNC to all existing commercial policies.

19. **Financial Data** – You must submit documentation as evidence of your current financial position.

20. **Certification:**

Applicant certifies that it is not now engaged in unauthorized intrastate transportation 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 License for failure to comply with Commission requirements. **TNC applicant certifies that it will comply with all of the requirements under Chapter 26.** (Act 164 of 2016)

Applicant further certifies that it understands that it is subject to an annual assessment based upon its reported annual gross Pennsylvania intrastate receipts derived from all fares charged to customers for the provision of TNC service. Applicant 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

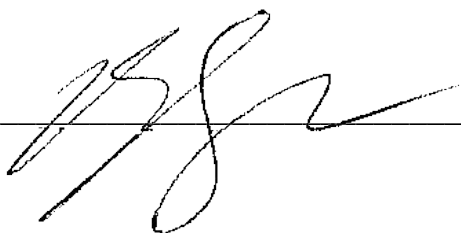
I/We hereby state that the statement(s) made in this application is/are true and correct to the best of my/our knowledge and belief.

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.

Brad N. Sommer

(Print Name)

(Signature)



2 / 18 / 2020

(Date)

The verification of the application must be completed by the applicant appearing on Line 1 by the named individual, all partners if a partnership, a member (if a limited liability company), or by the President or Officer (if a corporation).

14. Driver Standards

- a. Our drivers must be 21 years of age or older, have 3-years professional driving experience along with a valid driving license and proof of US citizenship. Drivers must also have satisfactory MVR records to perform driving services.
- b. All Drivers must consent to Company accessing the following credentialing documentations or provide proof of the following credentialing documentations to be kept in driver's profile. All credentialing documents cannot be more than thirty-days old.
- c. Our training program will be according to state, insurance, contract provider requirements, as well as Company standards. Some of the training requisites (not limited to) we will require before drivers can begin providing services for our company are- CPR, Basic First Aid, Defense Driving, Blood Borne Pathogen, Wheelchair Securement, Passenger Assistance and Hands on Field Training.
- d. We maintain a strict drug and alcohol policy prohibiting drivers from using the same 24-hours before or while performing services. All drivers must take and pass a prescreen drug and alcohol test and undergo testing every 6-12 months. Drivers must also consent to random testing and testing upon any involvement of a vehicle accident while performing services for the TNC.
- e. Drivers will be required to keep on file all necessary compliance documents and training certificates and renew each as nearing expiration. We will keep records via software program of every pertinent expiry date and send notifications to the drivers reminding them of the same. Failure to renew any compliance document necessary to perform service will result in driver being suspended or removed from the network. Drivers will have to agree and sign a written statement acknowledging they not to discriminate, mistreat or make feel indifferent passengers who are of different ethnic backgrounds, older or physically challenged. Drivers who choose to discriminate passengers will be permanently removed from the network.

15. Vehicle Safety Program

- a. All drivers must have a current vehicle inspection listed on their vehicle in plain sight. We will track the expiry date of each inspection record and notify the driver of any upcoming expiry dates. Failure to renew inspection on vehicle will result in driver's vehicle being suspended or removed from the network. Drivers must also conduct daily routine safety inspections of its vehicles and submit weekly reports for review to TNC. The TNC provider may request to inspect the driver's vehicle at any time when a suspicion or allegation arises for non-compliance with vehicle inspection and safety regulations.

b. We will keep track of the model year and of all vehicles and remove from our network any vehicle 10 years or older or that has a cumulative odometer reading of more than 350,000. We will log the vehicles odometer reading upon boarding the platform periodically check it to ensure the mileage of the vehicle does not exceed prescribed limitations.

17. Customer Service Standards.

a. Our Customer service standards will be matched with high performance and excellence with on time deliveries and professionally trained drivers. Drivers will be trained on proper edict on how to respond in hostile situations or controversial topics. Drivers will also be trained to be polite, courteous and ready to assist passengers at all times. We will ensure customers have access to information on how and where they can lodge a complaint. A brochure with all this information will accessible in the driver's vehicle. All complaints shall be received by our human resource department and responded to no later than 72 hours.



INSURANCE BINDER

EREITLER

DATE (MM/DD/YYYY)
02/12/2020

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

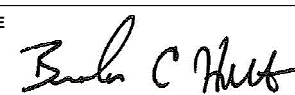
AGENCY Research Underwriters 4240 Greensburg Pike Pittsburgh, PA 15221		COMPANY United Specialty Insurance Co		BINDER # 5909	
PHONE (A/C, No, Ext): (412) 351-5800		FAX (A/C, No): (412) 351-5818		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
CODE: AGENCY CUSTOMER ID: THRERIV-04		SUB CODE:		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)	
INSURED AND MAILING ADDRESS <p style="text-align: center;">Three Rivers Transportation LLC 1536 Saw Mill Run Blvd. Pittsburgh, PA 15210</p>		DATE EFFECTIVE 02/10/2020		DATE EXPIRATION 03/11/2020	
		TIME 12:01		TIME <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	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 \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$		
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
VEHICLE PHYSICAL DAMAGE DED	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$
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-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS / OTHER COVERAGES				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS

		<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
		LOAN #:	
		AUTHORIZED REPRESENTATIVE 	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. 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 Arizona

Binders are effective for no more than ninety (90) days.

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 of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee 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 Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

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.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name Sommer Law Group, PC		
Address 6 Market Square		
City Pittsburgh, PA	State PA	Zip Code 15222

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 4 Page(s)



Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
Three Rivers Transportation, LLC

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

(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider c/o: Sommer Law Group, PC				
				County Allegheny

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):

Name	Address
<u>Brad N. Sommer, Esq.</u>	<u>6 Market Square Pittsburgh PA 15222</u>

PA DEPT. OF STATE
OCT 17 2011

RECEIVED
2013 APR 16 AM 10:23
PA.P.U.C.
SECRETARY'S BUREAU

4. *Strike out if inapplicable term*
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: UPON FILING
month date year hour, if any

7. *Strike out if inapplicable:* ~~The company is a restricted professional company organized to render the following restricted professional service(s):~~

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this

13 day of Oct, 2011



Signature

Signature

Signature

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SECRETARY'S BUREAU

**Three Rivers Transportation LLC
Income Statement**

	1 Month Ended December 31, 2019	12 Months Ended December 31, 2019
Sales		
	\$ 51,729.52	\$ 258,573.02
	0.00	5,495.00
	0.00	68.00
	104,370.28	897,487.66
	81,624.40	965,415.20
	0.00	2,855.40
	53,504.30	597,986.97
	51,667.47	528,356.97
	0.00	1,810.00
	362.75	23,817.55
	0.00	566.70
	0.00	209,837.02
	0.00	1,089.66
	0.00	1,402.15
	0.00	3,720.00
	1,750.00	8,465.59
 Total Sales	 345,008.72	 3,506,946.89
 Gross Profit	 345,008.72	 3,506,946.89
 Operating Expenses		
401 Purchases	39,037.05	117,002.47
402 Equipment Purchases	0.00	500.00
403 SkyLimit Reimbursements	26,612.66	213,679.11
509 Mechanics' Expense	500.00	18,757.63
510 Contract Labor	0.00	30,289.85
512 Freight and Postage Expense	140.92	2,161.25
513 Bank & Credit Card Fee Expense	171.20	2,145.84
515 Pittsburgh Contract Labor	101,735.09	734,850.58
516 Philadelphia Contract Labor	37,601.46	230,961.23
517 Management Fees	34,497.23	372,061.14
520 Rent Expense	5,538.80	41,830.80
522 Equipment Rental	1,750.00	16,004.54
526 Utilities Expense	1,659.78	12,777.65
529 Telephone & Internet Expense	1,728.59	24,107.15
530 Repairs and Maintenance	619.32	15,504.63
534 Advertising and Promotion Expense	1,899.25	25,068.18
535 Insurance Expense	14,799.80	114,533.32
536 Medical Expenses	517.00	4,534.33
537 Travel Expenses	130.51	4,300.80
538 Meals Expense	748.55	8,865.65
539 Entertainment Expense	3,375.06	5,181.45
541 Other Business Tax Expense	0.00	3,160.05
544 PA PUC Expense	0.00	450.00
550 Interest Expense	0.00	192.13
552 Auto Parts and Repair Expense	5,359.54	95,158.98
553 Tolls and Parking	1,550.00	13,679.55
554 Vehicle Gas Expense	20,120.74	203,512.26
555 Parking Ticket Expense	0.00	2,368.60
556 Title and Notary Expense	533.00	1,025.00
557 Vehicle Registration Expense	762.00	2,204.73
564 Legal and Accounting Expense	0.00	7,309.97
566 Office Supplies	2,504.72	36,739.82
567 Payroll Processing Fees	(1,914.93)	(17,204.75)
568 Employee Screening Expense	1,269.94	4,929.47
580 Dues and Subscriptions Expense	101.00	221.00

**Three Rivers Transportation LLC
Income Statement**

	1 Month Ended December 31, 2019	12 Months Ended December 31, 2019
581 Uniforms Expense	0.00	1,081.37
998 Payroll Clearing Account	1,227.20	774,226.14
999 Undistributed	<u>9,318.95</u>	<u>312,891.95</u>
Total Operating Expenses	<u>313,894.43</u>	<u>3,437,063.87</u>
Operating Income (Loss)	<u>31,114.29</u>	<u>69,883.02</u>
Other Income (Expenses)	<u> </u>	<u> </u>
Total Other Income (Expenses)	<u>0.00</u>	<u>0.00</u>
Net Income (Loss) Before Taxes	<u>31,114.29</u>	<u>69,883.02</u>
Net Income (Loss)	<u>\$ 31,114.29</u>	<u>\$ 69,883.02</u>