COMMONWEALTH OF PENNSYLVANIA
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In the Matter of:

Application of Blackhorse Empire, LLC to transport, as a common carrier, by motor vehicle, persons in paratransit service, between points in the Counties of Berks, Bucks, Chester, Delaware, Huntingdon, Montgomery and Susquehanna, and the City and County of Philadelphia.	: : : : : : :	Docket No. A-2024-3050285

BLACKHORSE EMPIRE, LLC'S REPLIES TO THE EXCEPTIONS FILED BY PROTESTANTS BUCKS COUNTY TRANSPORTATION, INC., BUX-MONT TRANSPORTATION, EASTON COACH COMPANY, SUBURBAN TRANSIT NETWORK, INC. AND TRI COUNTY TRANSIT SERVICE, INC. TO THE INITIAL DECISION OF ADMINISTRATIVE LAW JUDGE ERANDA VERO

Applicant Blackhorse Empire, LLC ("**Blackhorse**") hereby submits its Replies to the Exceptions filed by Protestants Bucks County Transportation, Inc., Bux-Mont Transportation, Easton Coach Company, Suburban Transit Network, Inc. and Tri County Transit Service, Inc. (collectively, the "**Protestants**") to the June 11, 2025 Initial Decision of Administrative Law Judge Eranda Vero ("**Judge Vero**") granting Blackhorse's application for the right to begin to transport as a common carrier, by motor vehicle, persons in paratransit service, between points in the Counties of Berks, Bucks, Chester, Delaware, Huntingdon, Montgomery, and Susquehanna, and the City and County of Philadelphia (the "**Decision**").

I. INTRODUCTION AND SUMMARY OF ARGUMENT

After an extensive hearing in which she carefully considered the credibility of the witnesses and written evidence, Judge Vero found that Blackhorse met its burden of demonstrating that its application to expand its existing operating rights as a certificate-

holding party bus service operator to include the provision of paratransit services in several counties in Pennsylvania should be granted. In doing so, Judge Vero concluded that Blackhorse, which owns and operates several other types of businesses, including an interstate trucking business, and which has access to substantial financial resources, was technically and financially fit to also undertake its proposed paratransit business, which would draw upon Blackhorse's obvious experience and resources as a successful, compliant and insured provider of transportation services.

In response to Judge Vero's decision, the Protestants have asserted two exceptions to the Decision (collectively, the "**Exceptions,**" and each an "**Exception**"). The first Exception claims that Judge Vero did not have sufficient evidence before her to support her finding that Blackhorse is able to secure sufficient and continuous insurance coverage for all vehicles that will be used in the provision of its proposed paratransit service. The second Exception claims that Judge Vero erred when she concluded that Blackhorse has the technical fitness to operate its proposed paratransit business.

Neither of the Protestants' Exceptions have any merit. Both Exceptions inexplicably ignore the fact that Blackhorse, as an existing carrier that is regulated by the Commission, is entitled to enjoy a presumption that it is both technically and financially fit to operate a business that is based upon an expansion of its existing operating rights and operating areas. In addition, while urging the Commission to overrule Judge Vero's determinations, Protestants' Exceptions mischaracterize the record of the proceedings before her as well as the holdings of certain prior decisions of the Commission.

As a result, Blackhorse respectfully requests that the Commission affirm the decision of Judge Vero in its entirety as a final decision, and that Blackhorse's application to provide paratransit services be approved in full.

II. ARGUMENT

A. The Protestants' Exceptions Fail To Admit, Or Even Acknowledge, That Blackhorse, As A Current Certificate Holder And Existing Carrier, Is Entitled To A Presumption Of Technical And Financial Fitness.

Protestants' Exceptions to Judge Vero's Decision lack merit because they fail to admit, or even acknowledge, that Blackhorse, as a current holder of a Certificate from the Public Utility Commission as a common carrier,[1] is an existing motor carrier that is entitled to a ***presumption*** of ***technical and financial fitness***.[2]

As Judge Vero correctly found in her Decision, existing carriers seeking to expand their authorized service territory are entitled to a presumption of fitness.[3] She likewise correctly concluded that this presumption is equally applicable in circumstances like this one, where Blackhorse, as an existing motor carrier, is seeking additional operating rights from the Commission. *See Application of John C. Delauter t/d/b/a Delauter's A-1 Servs.*, Docket No. A-00122443 (Final Order entered May 18, 2007) (citing *Re: V.I.P. Travel Service. Inc.*. 56 Pa. P.U.C. 625, 631 (1982)) ("A motor carrier that the Commission has previously authorized to provide service, and which is now applying for additional authority, enjoys a rebuttable presumption that it is technically and financially fit to provide the proposed service…. The rationale for the presumption of fitness to carriers previously authorized to provide service

[1] Decision, Finding of Fact #5 (citing Tr. 57-58; Applicant Exhibit 3).

[2] Decision, Conclusion of Law #s 13, 14 (citing prior Opinions of the Commission).

[3] *See id.*

is equally applicable to cases, like this one, which involve requests for operating rights in addition to those already included in an existing certificate of public convenience.") (emphasis added);[4] *accord Application of First Class Transp.,* Docket No. A-2015-2466538 (Opinion and Order entered Aug. 31, 2017) ("[W]e find that First Class has the technical and financial fitness to provide the proposed service, consistent with 52 Pa. Code § 41.14(b). As a current paratransit certificate holder, First Class is entitled to a presumption of technical and financial fitness for the proposed call and demand authority.").[5]

Where, as is the case here, the applicant is entitled to enjoy a presumption of technical and financial fitness, ***it is the party or parties opposing the application that bear the burden of proof***—that is, the burden of rebutting the presumption. *See Rosemont Taxicab Co. v. Phila. Parking Auth*., 68 A.3d 29, 32 (Pa. Commw. 2013) ("A licensed utility is entitled to a presumption that it holds the technical and financial capacity and propensity to operate safely and legally, and it is the party opposing the utility's application that bears the burden of proof.");[6] *accord Lehigh Valley Transp. Servs., Inc. v. Pa. Pub. Util. Comm'n,* 56 A.3d 49, 55 (Pa. Commw. 2012) (" J & J [the applicant] is an existing certificate holder; therefore, we begin by noting that as such, J & J is entitled to a continuing presumption regarding its fitness to operate. ***It is therefore Lehigh and Quick Service, as the parties challenging J & J's Application, who bear the burden of rebutting this presumption***.") (citations omitted) (emphasis added); *South Hills Movers, Inc. v. Pa. Pub. Util. Comm'n*, 601 A.2d 1308, 1310 (Pa.

[4] Judge Vero's Decision correctly cites the Final Order in *Application of John C. Delauter* as applicable authority. Decision, p. 12.

[5] Judge Vero's Decision correctly cites *Application of First Class* as applicable authority. Decision, pp. 11-12 and Conclusion of Law #s 13, 14.

[6] Judge Vero's Decision correctly cites *Rosemont Taxicab* as applicable authority. Decision, p. 12.

Commw. 1992) ("The criteria related to a carrier's fitness to provide service include technical expertise, financial capacity and a propensity to operate safely and legal. Once certified as a motor carrier, there is a continuing rebuttable presumption that the carrier is technically and financially fit. This presumption also may be rebutted by the protestants.") (citations omitted) (emphasis added).

In fact, the Commonwealth Court noted in *Rosemont Taxicab* that, because the applicant in that case was an existing motor carrier that enjoyed the presumption of technical fitness, it did not have to present ***any*** evidence relevant to that standard. *See Rosemont Taxicab,* 68 A.3d at 36 ("Rosemont did not have to present any evidence on this standard because of the presumption it enjoyed. Nevertheless, it did so.").

Here, the Protestants have not disputed that Blackhorse is an existing motor carrier and certificate holder, nor have they presented the Commission with any legal authority disputing Blackhorse's entitlement to a presumption of technical and financial fitness. In fact, the Protestants' exceptions ***simply fail to mention Blackhorse's entitlement to a presumption of fitness at all***. As such, the Protestants' Exceptions in this matter must be considered by the Commission in the correct legal context—namely, as exceptions seeking to have the Commission rule that Judge Vero was incorrect when she found that Protestants failed to rebut the reasonable and well-settled presumption that Blackhorse, as an existing common motor carrier in good standing that is already regulated by the Commission, is technically and financially fit to operate its proposed paratransit business.[7]

[7] *See* Decision, p. 15 ("The Joint Protestants were unable to overcome [Blackhorse]'s presumption of financial fitness as an existing operator.") and p. 16 ("The evidence collected in this case demonstrates that [Blackhorse] has the technical expertise and experience to serve Berks, Bucks, Chester, Delaware, Huntingdon, Montgomery, Susquehanna, and Philadelphia counties. The Joint Protestants did not refute the evidence presented by [Blackhorse].").

B. The Protestants' Exceptions Fail To Admit, Or Even Acknowledge, That Judge Vero's Credibility Determinations Are Entitled To Deference.

The Protestants' Exceptions to Judge Vero's Decision also lack merit because they fail to admit, or even acknowledge, that Judge Vero's determinations of the credibility are entitled to deference. This Commission gives deference to the presiding officer and his or her judgment regarding the credibility of the witnesses and evidence presented at a hearing. *Collins v. All-American Water Co.*, Docket No. F-2017-2628770 (Opinion and Order dated August 29, 2019).

Here, Judge Vero found that the evidence and testimony presented by Blackhorse regarding its technical and financial fitness—evidence and testimony that Blackhorse did not even have to present, because of the presumption it enjoyed—was credible. The Commission can, and should, defer to her findings of credibility. This is particularly true where the Protestants failed to produce any evidence refuting Blackhorse's technical expertise.[8]

C. Judge Vero Correctly Found That Protestants Did Not Meet Their Burden Of Rebutting The Presumption That Blackhorse Is Able To Secure Sufficient And Continuous Insurance Coverage For Its Proposed Paratransit Business.

The Protestants' first Exception asserts that Judge Vero incorrectly found that Blackhorse met its burden of demonstrating that it has, or is able to secure, sufficient and continuous insurance coverage for all vehicles to be used or useful in the provision of its proposed paratransit service for the public, as required by 52 Pa. Code §41.14(3). In making this argument, the Protestants singularly focus on Judge Vero's Finding of Fact #17, which states that part of Blackhorse's proposed business plan includes having some of its currently

[8] *See id.* at p. 16 (noting that the Protestants did not refute Blackhorse's evidence of technical fitness).

employed commercial drivers be covered by Blackhorse's commercial insurance when using their personal vehicles for paratransit work.[9] Protestants complain that Blackhorse did not submit sufficient documentation from an insurer to support this portion of its plan, and that the testimony of Blackhorse's principal, Mr. Thomas, regarding the insurance issues was inadmissible hearsay.

These arguments from the Protestants amount to an invitation for the Commission to commit error for several cumulative reasons.

First, as noted above, Blackhorse, as an existing carrier, enjoyed a presumption of technical and financial fitness, and, as a result, it was not required to produce evidence in support of that portion of its application.

Second, as noted above, Judge Vero's determination of the credibility of Blackhorse's testimony and evidence on this issue is entitled to deference by the Commission.

Third, as the Commission is well aware, by statute, administrative agencies, which are part of the executive branch of the Commonwealth's government, are not bound by the hearsay rule.[10] Instead, the Commission follows the *Walker* rule, which provides that hearsay evidence, ***properly objected to***, is not competent evidence to support a finding of the agency.[11] Hearsay evidence, admitted without objection, will be given its natural probative

[9] Decision, Finding of Fact # 17, p. 5.

[10] See *Pa Pub. Util. Comm'n v. Columbia Gas Of Pa. Inc.*, Docket No. R-2020-3018835, *et al.* (Third Interim Order Denying Objections Of Columbia Gas Of Pennsylvania Inc. To Portions Of Public Input Testimony Of Richard C Culbertson), at p. 6 (citing 2 Pa. Cons. Stat. Ann. §§ 505, 554).

[11] *Id.* (emphasis added) (citing *Walker v. Unemployment Compensation Bd. of Review,* 367 A.2d 366, 370 (Pa. Commw. 1976)).

effect and may support a finding of the agency if it is corroborated by ***any competent evidence in the record***, but no finding of fact can stand if based solely on hearsay.[12]

Here, Protestants ***did not object*** to Mr. Thomas' testimony regarding insurance, nor do they claim in their Exceptions that they did so. As such, under the *Walker* rule, Mr. Thomas' testimony about the coverage available from Blackhorse's existing insurer is given its natural probative effect and is able to support Judge Vero's finding if it is corroborated by any other evidence in the record. Unfortunately for the Protestants' argument, the record of this case does just that.

Judge Vero correctly found that Blackhorse's paratransit business plan does not entirely rely upon having its existing drivers use their personal vehicles. To the contrary, Judge Vero found, and Protestants do not refute, that Mr. Thomas testified credibly that if Blackhorse's paratransit Application is approved, it intends to purchase two more vehicles to supplement its existing fleet.[13] That fleet of vehicles is currently insured pursuant to a $1,000,000 liability insurance policy issued by National Liability and Fire Insurance Company, and Blackhorse submitted written proof of that insurance.[14] Judge Vero found that Mr. Thomas credibly testified that Blackhorse would be able to expand its policy with National Liability and Fire Insurance Company to cover its paratransit business should its Application be approved.[15]

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[12] *Id.* (emphasis added).

[13] Decision, p. 15 (citing Tr. 97).

[14] *Id.* at pp. 16-17 (citing Tr. 60-61 and Applicant Exh. 4 (Blackhorse's Proof of Insurance from National Liability & Fire Insurance Company)).

[15] *Id.* at p. 17 (citing Tr. 79-80).

Thus, based on the foregoing, Blackhorse provided evidence that corroborated Mr. Thomas' testimony about the company's ability to secure sufficient and continuous insurance coverage for the vehicles to be used in the provision of its proposed paratransit service for the public, as required by 52 Pa. Code §41.14(3). That evidence included written evidence of Blackhorse's insurance for its existing fleet of vehicles, as well as credible testimony that Blackhorse intended to purchase additional vehicles in the event that its Application for paratransit services is granted by the Commission, and that its existing insurer could expand its coverage to include those new fleet vehicles. Finally, Mr. Thomas testified that Blackhorse's existing insurer was also willing to insure its drivers' personal vehicles when they were being used for paratransit work. Protestants did not object to the admission of any of this evidence—all of which Judge Vero found to be credible—nor did they submit any evidence of their own to rebut the presumption that Blackhorse, as an existing carrier in good standing, is technically and financially capable of securing the insurance that is necessary for its business.

Accordingly, Protestants' first Exception to the Decision should be denied and dismissed.

D. The Authorities Cited In The Protestants' Second Exception Do Not Support Their Argument That Judge Vero Erred In Concluding That Blackhorse Has The Technical Fitness To Operate Its Proposed Paratransit Business.

The Protestants' second Exception asserts that Judge Vero was incorrect when she concluded that Blackhorse met its burden of demonstrating that its application for paratransit service should be approved because Blackhorse allegedly failed to demonstrate its technical fitness to do so. In making this argument, the Protestants rely upon two prior

decisions of the Commission: *Application of R&H Transport Inc*., Docket No. A-2023-3044692, 2024 WL 2182966 (Pa. P.U.C) ("*R&H Transport*") and *Application of Libby's Helping Hands Healthcare Agency, Inc.*, Docket Nos. A-2024-3045276, A-6426780 (2024 WL 1195581 (Pa. P.U.C.)) ("*Libby's*"). Neither of those decisions support the Protestants' claims.

1. R&H Transport

Protestants suggest in their Exceptions that the Commission's decision *R&H Transport* prohibits Blackhorse from having its Application granted because it represents an instance where an applicant for paratransit services had its application denied because it "indicated [that it had] neither vehicle assets nor insurance coverage." Exceptions, p. 6. This suggestion is both untrue and misleading for several reasons.

First, *R&H Transport* was a decision granting reconsideration of a Staff Action dismissing an application, not a decision on the merits. In fact, in deciding to allow the applicant to proceed with its application, the Commission affirmatively stated that ***"[t]he Commission takes no position on the merits of R&H Transport's Application***." *R&H Transport,* p. 10 (emphasis added). Thus, *R&H Transport* cannot be relied upon as a basis for finding that Judge Vero erred in her Decision at all.

Second, unlike Blackhorse, the applicant in *R&H Transport* was not an existing carrier that was entitled to a presumption of technical and financial fitness. Thus, *R&H Transport* is distinguishable on its facts. It does not apply the legal standard that is at issue in this case, namely, whether Judge Vero was incorrect when she determined that the Protestants failed to rebut the presumption of fitness that Blackhorse enjoys as a matter of law. Again, because of that presumption, Blackhorse, unlike the applicant in *R&H Transport*, did not have to present ***any*** proof of its technical and financial fitness. Nevertheless, it chose to do so anyway.

Third, unlike the applicant in *R&H Transport*, which initially stated that it had no vehicles or insurance, Blackhorse provided proof at the hearing that it had both vehicles and insurance. Although the vehicles that Blackhorse currently owns and insures are a party bus and freight trucks that will not be used for its paratransit business,[16] the fact that Blackhorse owns, maintains, operates, and insures those vehicles, employs licensed drivers to operate them,[17] owns a facility where they can be parked,[18] and complies with the regulations related to their business use demonstrates Blackhorse's technical and financial fitness.

Fourth, Blackhorse provided credible evidence at the hearing that, if its paratransit Application is approved, it intends to purchase two more vehicles to supplement its fleet,[19] and that Blackhorse would be able to expand its policy with National Liability and Fire Insurance Company to cover its paratransit business should its Application be approved.[20] Thus, just like the applicant in *R&H Transport,* which was allowed to continue its application for paratransit services after the Staff Action's dismissal was reversed, Blackhorse presented credible evidence that it intended to acquire its own vehicles and acquire commercial insurance for them.

Accordingly, the Protestants cannot rely upon the holding of *R&H Transport* as authority that requires Judge Vero's Decision to be reversed.

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[16] Decision, at Finding of Fact #s 7 (party bus), and 9 (freight trucks).

[17] *Id.* (three party bus driver employees and five truck driver employees with CDL licenses).

[18] *Id.* at Finding of Fact # 14 and p. 14 (citing Tr. 45; Applicant Exh. 3).

[19] *Id.* at p. 15 (citing Tr. 97).

[20] *Id.* at p. 17 (citing Tr. 79-80).

2. Libby's

The Commission's decision in *Libby's* also does not support the Protestants' claim that Judge Vero incorrectly granted Blackhorse's application. The Protestants cite to *Libby's* in support of their argument that Blackhorse purportedly failed to provide evidence that it has the necessary motor vehicles to operate. The Protestants' reliance upon *Libby's* is also misplaced for several reasons.

First, like *R&H Transport*, *Libby's* is a decision of the Commission granting reconsideration of a Staff Action dismissing an initial application where the applicant demonstrated the ability to submit additional evidence that would satisfy the fitness standards; it is not a final decision passing on the merits of the application at issue. Thus, as was the case with *R&H Transport*, *Libby's* is not a decision on the merits of an application. Therefore, it cannot be relied upon as a basis for finding that Judge Vero erred in her Decision.

Second, as was the case with *R&H Transport,* the applicant in *Libby's* was not an existing carrier that was entitled to a presumption of technical and financial fitness. Thus, *Libby's* is likewise distinguishable on its facts, and it does not apply the legal standard that is at issue in this case, which is whether Protestants presented sufficient evidence to rebut Blackhorse's presumptive technical and financial fitness.

Third, the Protestants are simply incorrect when they suggest that *Libby's* stands for the proposition that Blackhorse was obligated to produce evidence at the hearing that it had already acquired sufficient vehicles to perform all of its proposed paratransit services. To the contrary, ***there is no prohibition on applicants electing to use their financial resources to obtain the equipment and vehicles that are necessary to perform the proposed services after their application is submitted***, and the necessary vehicles do not have to be already

purchased and available at the time of the application. *See, e.g., Re: Perry Hassman,* Docket No. A-93287, Opinion dated April 2, 1982, 1982 Pa. PUC LEXIS 126, at *3, 55 Pa. P.U.C. 661, 662 (1982) ("Applicant should own ***or should have sufficient financial resources to obtain*** the equipment needed to perform the proposed service.") (emphasis added); *accord Libby's*, March 14, 2024 Opinion, at p. 8 (noting that the Staff Action at issue dismissed the application because Libby's "failed to provide evidence that it has: (1) the necessary motor vehicle equipment to operate; ***and*** (2) ***the financial ability to purchase the required motor vehicles***.") (emphasis added).

The Protestants did not present any evidence refuting Blackhorse's financial fitness and resources, which were discussed in detail during the hearing.[21] Moreover, as the Protestants themselves admit in their Exceptions, "the Commission does not dictate the resources needed to satisfy the requirement of Section 41.14(1)."[22] Thus, the Protestants are simply wrong when they argue that Judge Vero erred when she granted Blackhorse's application for paratransit services based on (a) its demonstrated financial ability to obtain the vehicles required for its paratransit business, and (b) its presumptive financial and technical fitness. The fact that Blackhorse's fleet, which includes such capital-intensive items as 18 wheeler trucks for its interstate trucking business, does not currently include a vehicle for its proposed paratransit business is immaterial.

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[21] *See, e.g.,* Decision, at p. 14, fn. 2 (discussing Blackhorse's ownership interests in more than five businesses) (citing Tr. 49, 52-54); Finding of Fact # 12 (Blackhorse owns commercial real estate in Reading, Pennsylvania where it has offices and parks its vehicles); Findings of Fact #s 8, 9 (Blackhorse owns a commercial trucking business and two 18 wheeler semi-trucks); Findings of Fact #s 10, 11 (Blackhorse has approximately $150,000 in the bank for expenses, and Mr. Thomas has between $30,000 and $35,000 in additional personal funds that he can contribute to the business).

[22] Exceptions, p.8.

Fourth, Protestants' argument that *Libby's* stands for the proposition that Judge Vero erred by failing to narrow the requested service area of Blackhorse's application is also without merit. The Commission's decision in *Libby's* did not address the service area issue. Libby's submitted a ***revised application*** on April 16, 2024, more than a month ***after*** the Commission issued its March 14, 2024 Opinion and Order in *Libby's* rescinding the Staff Action dismissing Libby's application and referring its application for further proceedings. In that subsequent revised application, the applicant, of its own accord, ***voluntarily chose*** to narrow its requested service area to Philadelphia.[23] As a result, there was ***no decision of the Commission*** passing on the merits of the scope of the service area or the applicant's ability to serve that area. The fact that some other applicant, in some other proceeding involving paratransit services, elected to narrow their requested service area in an amendment to its application has no relevance to this proceeding, and cannot serve as a basis for finding that Judge Vero erred in making her determination.

Fifth, while it is true that a data request / request for information letter was sent to the applicant in *Libby's* stating that the sole vehicle that it intended to use for its paratransit business was a personal vehicle that needed to be retitled so that it was owned by the applicant itself, and the applicant complied with that request, those facts have no relevance to these proceedings. As noted above, Blackhorse intends to purchase its own additional vehicles for its paratransit business if its Application is granted. There was no evidence to suggest otherwise. Moreover, this single instruction to a single applicant who planned to own a single vehicle for its paratransit business is by no means a decision on the merits by the

[23] *Application Revision – Libby's Helping Hands Healthcare Agency, Inc.*, Docket No. A-2024-3045276 (April 16, 2024), at question 10.

Commission that the part of Blackhorse's business plan that involves also having its employees use their personal vehicles for paratransit services and having those vehicles be insured through its existing insurer is categorically impermissible. In fact, because the applicant in *Libby's* simply acceded to the direction in the data request to have its personal vehicle retitled, and never raised an objection to that direction or otherwise sought to address the merits of the issue, and because its application was eventually dismissed for failure to respond to subsequent data requests,[24] the issue of whether personal vehicles could be used for business purposes if they were properly and commercially insured through the business was never presented to the Commission for a decision.

Finally, because the record is clear that (a) Blackhorse is well-capitalized and does not intend to solely rely upon its employees' personal vehicles to operate its paratransit business, and (b) Blackhorse is an experienced motor carrier that owns and operates vehicles, and because the Protestants did not come forward with any evidence to refute the legal presumption that Blackhorse's paratransit driver employees will be just as well-trained, capable, well-managed, courteous and regulatorily compliant as its existing party bus drivers and semi-truck drivers, the Protestants' unfounded and inflammatory assertions about Blackhorse "essentially attempting to operate a paratransit service for the most vulnerable populations like an Uber or Lyft, where everyone can use their own personal car, with complete disregard as to whether drivers are trained and the vehicles are equipped to service the population adequately" are simply untrue and mischaracterize the record in an attempt to prejudice this Commission against Blackhorse. To the contrary, Judge Vero carefully

[24] *Application Denial Letter – Libby's Helping Hands Healthcare Agency, Inc.*, Docket No. A-2024-3045276 (June 20, 2024).

considered the testimony and evidence that was presented, and, in doing so, found that the Protestants, who would be competitors of Blackhorse's intended paratransit business, had not come forth with sufficient credible evidence to rebut the presumption that Blackhorse would operate its paratransit business with the same technical and financial fitness that it displays in its other business that is regulated by the Commission.

III. CONCLUSION

For the reasons set forth above, the Decision should be affirmed in its entirety as a final decision of the Commission, and Blackhorse's Application for the Right to Begin Transport, as a Common Carrier, by Motor Vehicle, of Persons in Paratransit Service, Between Points in the Counties of Berks, Bucks, Chester, Delaware, Huntingdon, Montgomery, Susquehanna, and the City and County of Philadelphia, Pennsylvania, should be approved.

Respectfully submitted,

Date: July 11, 2025 By: _____

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COMMONWEALTH OF PENNSYLVANIA
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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CERTIFICATE OF SERVICE

I hereby certify that I have, on the date shown below, served a true copy of Applicant Blackhorse Empire, LLC's foregoing Replies to Exceptions upon counsel for the parties listed below in accordance with the requirements of § 1.54 (relating to service by a party) via email to the email addresses listed below, and that I have also served the Presiding Officer, Administrative Law Judge Eranda Vero, with a true copy of those Replies via email to evero@pa.gov :

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Respectfully submitted,

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