

Mid State Transport LLC
2991 Paxtonville Road • Middleburg, PA 17842
Local 570-837-5251 • Toll Free 877-265-5251 • Fax 570-837-6056

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April 25, 2026

Matthew L Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Objection to Tentative Order – Docket No. M-2026-3061024
MID STATE TRANSPORT LLC – Docket No. A-2023-3039331 (Utility Code 8926093)

Dear Mr. Homsher:

Please accept this correspondence as a formal objection to the Tentative Order entered at Docket No. M-2026-3061024 regarding the proposed cancellation of the Certificate of Public Convenience for MID STATE TRANSPORT LLC.

MID STATE TRANSPORT LLC has remained operational during the reporting periods referenced in the Tentative Order and did not cease operations. The company's reporting of zero net intrastate operating revenue was due to the nature of its business operations and revenue classification, not because the company was inactive.

MID STATE TRANSPORT LLC and a related operating company both maintain separate operating authorities and PUC numbers. MID STATE TRANSPORT LLC's role involves leasing equipment to the related operating company. As a result, the revenue reported by MID STATE TRANSPORT LLC was lease revenue and was properly classified as exempt revenue on the annual assessment reports.

Although the assessment reports reflected zero net intrastate operating revenue, MID STATE TRANSPORT LLC was actively engaged in business operations through its equipment leasing activities during the applicable reporting periods. The company does not engage in interstate transportation operations requiring UCR registration, does not maintain an MC number, and operates solely within Pennsylvania.

Accordingly, MID STATE TRANSPORT LLC respectfully requests that the Commission reconsider and withdraw the proposed cancellation of its Certificate of Public Convenience. If necessary, the company is prepared to provide supporting documentation regarding its lease arrangements, operations, and reporting classifications.

Thank you for your consideration of this objection. Please advise if any further information or documentation is required.

Respectfully submitted,



Steve Wagner
MID STATE TRANSPORT LLC
2991 Paxtonville Road
Middleburg, PA 17842
Phone: 570-837-5251
Email: information@midstatepaving.net

TRUCK LEASE AGREEMENT

MID STATE TRANSPORT LLC

Truck Lease Agreement

Dated this 12th day of May, 2023

THIS AGREEMENT is made between MID STATE TRANSPORT LLC, whose address is 2991 Paxtonville Road, Middleburg, PA 17842, hereinafter called the OWNER, and MID-STATE PAVING, LLC, whose address is 2991 Paxtonville Road, Middleburg, PA 17842, hereinafter called the LESSEE.

1. PROPERTY COVERED AND TERM:

- A. OWNER does hereby lease to LESSEE and LESSEE leases from OWNER the vehicle(s) described in "Schedule A" attached hereto and made a part hereof. The Lease Agreement shall continue with respect to each said vehicle until terminated as hereinafter provided.
- B. Upon expiration of the term of lease as specified on "Schedule A", this Lease shall automatically be extended on a month-to-month basis until terminated by either party with sixty (60) days written notice.
- C. Lesse will be adjusted monthly based on usage.

2. LESSEE AGREES:

- A. To lease the vehicle(s) described in this Lease Agreement and to pay OWNER all rental and other charges provided herein within seven (7) days of mailing of invoice for the same to LESSEE. Past due accounts shall be subject to interest charges at two percent (2%) per month. Payments shall be mailed to:

Mid State Transport LLC
2991 Paxtonville Road
Middleburg, PA 17842

- B. LESSEE, at its own expense, shall furnish all Labor for maintenance and repairs required to keep the leased vehicle(s) in good operating condition, including but not limited to, oil and oil change, lubrication, required inspections, antifreeze and washing. LESSEE, at its own expense,

shall maintain and, when necessary, replace tires on the vehicle(s). Any replacement tires shall become the property of OWNER immediately upon their attachment to the vehicle(s).

C. LESSEE shall, at all times, be responsible for all damages to the leased vehicle(s).

3. LIABILITY INSURANCE:

A. LESSEE, at its cost, shall maintain at all times standard public liability and property damage insurance (hereafter "Liability Insurance") on the Vehicles, written by a company satisfactory to OWNER, covering both OWNER and LESSEE as insured for the ownership, maintenance, use and operation of the Vehicles, in the following limits: Bodily Injury and Property Damage, \$1,000,000.00 Combined Single Limit. Such policy shall provide that coverage cannot be cancelled or materially altered without thirty (30) days prior written notice to OWNER. The LESSEE shall furnish to the OWNER, prior to delivery of a Vehicle to LESSEE, certificated to evidence compliance with this subparagraph (A), and certificates evidencing renewal at least ten (10) days prior to an expiration date.

B. LESSEE hereby releases, and will indemnify, defend and hold OWNER harmless, from all claims for death or injury to LESSEE, LESSEE'S employees, drivers, or for damage to their property, arising out of the ownership, maintenance, use or operation of any Vehicle.

C. OWNER does not, by reason of being named as an additional insured under public liability and property damage insurance obtained by LESSEE, incur any liability or responsibility for or assume any dominion or control over the use and operation of Vehicles.

4. PHYSICAL DAMAGE INSURANCE:

The LESSEE shall pay for loss or damage to any Vehicle subject to the following:

- A. LESSEE will pay OWNER for all loss or damage to any Vehicle, including damages from collision or upset, fire, theft, lightning, windstorm, hail, earthquake or explosion, and related expenses arising from any cause.
- B. LESSEE agrees to reimburse OWNER for any and all damages sustained by reason of the operation of the Vehicles, during periods of strike, riot or civil commotion, if such damage is not caused by employees of OWNER. LESSEE agrees that its employees, agents and drivers will render all possible cooperation to assist OWNER in safeguarding the Vehicles and, at OWNER'S option, in collecting such damages from third parties.

5. NOTICE OF ACCIDENT:

LESSEE agrees to notify OWNER immediately upon the happening of any accident, theft or other occurrence resulting in damage to or otherwise involving the use of a Vehicle by the speediest means of communication available and to cause the driver to make a detailed report in person at OWNER'S office as soon as practicable and to render all other assistance to OWNER and the insurer that is requested by either of them in investigation, defense or prosecution of claims or suits.

6. CARGO INSURANCE:

LESSEE does hereby release, and covenants and agrees to indemnify, defend and hold harmless OWNER, from liability for loss to damage to any goods, cargo or other property of LESSEE or in its custody or control, in or carried on any Vehicle whether such loss or damage occurs in OWNER'S facility or elsewhere. LESSEE shall, at its sole expense, include OWNER as a named insured in any and all cargo or transportation or floater insurance policies covering LESSEE with respect to any loss or damage to such goods or property

and will maintain on file with OWNER at all times a certificate showing that such insurance is in effect. LESSEE waives any legal right of recovery against OWNER for any such loss and damage.

7. IT IS MUTUALLY AGREED:

A. Taxes, licenses, and permits shall be filed for and paid by the party so designated on "Schedule A." Any taxes, licenses or permits not specifically provided for on "Schedule A" shall be filed and paid for by LESSEE.

B. Motor fuel tax returns will be prepared by LESSEE from its own records and those furnished by OWNER, unless designated otherwise on "Schedule A." IF prepared by OWNER, LESSEE will provide OWNER with all trip records, fuel tickets or invoices, and other records or documents relating to the use of the leased vehicle(s) as may be necessary for the preparation of the fuel tax returns. All taxes due will be paid by LESSEE. LESSEE will bear the responsibility for any additional charge, assessment, tax, penalty, or loss of credit as a result of untimely or improper furnishing of such documents or information by the LESSEE.

C. LESSEE assumes and agrees to pay when due all taxes and governmental charges not specified above made or assessed upon or with respect to the leased vehicle(s) including, but not limited to, fines, tolls, property taxes, license, excise, use or sales taxes, vehicle or motor carrier fees or taxes, and fees or taxes on account of or measured by the rentals payable hereunder, together with any interest or penalty charges related to any of the foregoing. Should OWNER be required itself to pay any taxes or charges of the nature above referred to, OWNER shall invoice LESSEE in such amount which LESSEE shall pay forthwith. In event of LESSEE'S failure to pay promptly such invoice, OWNER may exercise the same remedies as are provided for default in payment of rent under this Lease Agreement.

D. That the OWNER shall incur no liability to the LESSEE for failure to supply any vehicle, other item or services required by the terms of this Lease Agreement if prevented by war, riots, fires, labor disputes, accidents or other causes beyond its control.

E. This Lease Agreement shall be binding on the parties hereto, their successors, legal representatives and assigns. LESSEE shall promptly notify OWNER in writing prior to all substantial changes in ownership or any material disposition of the assets of LESSEE'S business. LESSEE shall not have the right to sub-lease the vehicle(s) leased hereunder nor to assign this Lease Agreement or any interest therein without the prior written consent of OWNER.

8. CANCELLATION AND TERMINATION:

A. Either OWNER or LESSEE may cancel this Lease Agreement at any time by giving to the other party sixty (60) days prior written notice of intent to do so.

B. This Lease Agreement may also be canceled in part by either party by specifying certain vehicles to be eliminated under the same terms and conditions as outlined in paragraph 8A above, but in such event the Lease Agreement will continue in effect as to all other vehicles.

IN WITNESS WHEREOF, OWNER and LESSEE have caused this Lease to be executed by its properly authorized officer(s), and witnessed, as of the day and year first above written.

MID STATE TRANSPORT LLC

(OWNER)

By: *Stu Wagner*

Title: *Member*

Date: *5/12/23*

MID-STATE PAVING, LLC

(LESSEE)

By: *Stu Wagner*

Title: *Member*

Date: *5/12/23*

SCHEDULE "A"

<u>Unit(s)</u>	<u>Term in Months</u>	<u>Vehicle Description Year, Make, Model</u>	<u>VIN</u>	<u>Fixed Rate Per Month</u>
DT007	Monthly	2004 GMC Single Axle	1GDE5C1164F502591	\$100.00
DT009	Monthly	2000 International S/A	1HTSDAAM7YH208641	\$150.00
DT015	Monthly	1990 Mack Tri-Axle	1M2P198C5LM007792	\$100.00
DT021	Monthly	2005 Mack Tri-Axle	1M2AG11C55M026071	\$200.00
DT022	Monthly	1997 Mack Tri-Axle	1M2P267C4CM031355	\$200.00
DT023	Monthly	2006 Mack Tri-Axle	1M2AG10C06M044349	\$250.00
DT024	Monthly	2010 Peterbilt Tri-Axle	1NPSXUEX9AD102983	\$250.00
DT025	Monthly	2003 Volvo Tri-Axle	4V5KC9GGX3N348659	\$250.00
DT026	Monthly	2015 Western Star Tandem	5KKHAXDV4FPGC4895	\$200.00
TT018	Monthly	2005 Freightliner Tractor	1FUJA6DEX5LN60701	\$250.00
TT019	Monthly	2008 International Tractor	2HSCEAPR38C633094	\$250.00
SPT02	Monthly	2006 Sterling Dist. Truck	2FZAASBS18AY56471	\$150.00
VE051	Monthly	2006 Ford Rollback	1FDAF56PO6EA60193	\$150.00

- | | |
|---|---------------|
| 1. LESSEE'S US DOT Number | 2126282 |
| 2. Motor Fuel Tax Returns Will Be Prepared by | N/A |
| 3. Amount Allowed for Painting/Lettering | None |
| 4. Amount Allowed for Federal Hwy. Use Tax | N/A |
| 5. Amount Allowed for License/Registration | LESSEE To Pay |
| 6. Amount Allowed for Personal Property Tax | LESSEE To Pay |
| 7. Amount Allowed for Permits | N/A |
| 8. Amount Allowed for City/County License | LESSEE To Pay |

THIS SCHEDULE "A" IS HEREBY MADE A PART OF THE TRUCK LEASE AGREEMENT BETWEEN THE PARTIES.

DATED: 05/12/2023

MID STATE TRANSPORT LLC
(OWNER)

By: Steve Wagner

Title: Member

Date: 5/12/23

MID-STATE PAVING, LLC
(LESSEE)

By: Steve Wagner

Title: Member

Date: 5/12/23



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET
HARRISBURG, PENNSYLVANIA 17120

2025 ASSESSMENT REPORT - MOTOR CARRIERS

TRADE OR CORPORATE NAME OF UTILITY (UTILITY CODE):
MID STATE TRANSPORT LLC (8926093)

CONTACT NAME:
STEVE WAGNER

EMAIL:
JULIESIPE@MIDSTATEPAVING.NET

ADDRESS:
2991 PAXTONVILLE ROAD, MIDDLEBURG PA 17842

PHONE:
570-837-5251

	PROPERTY	HOUSEHOLD GOODS	PASSENGER Group and Party 16 or more	All other passenger transportation
PA GROSS INTRASTATE OPERATING REVENUE	\$12,720			
PA EXEMPT INTRASTATE REVENUE				
Lease Revenue	\$12,720			
TOTAL Exempt Revenue	\$12,720			
PA NET INTRASTATE OPERATING REVENUE	\$0			

UNIFIED CARRIER REGISTRATION (UCR) INFORMATION

MID STATE TRANSPORT LLC is NOT registered with UCR.

NOTARIZATION

When filing your assessment report through the portal, notarization is not required.

AFFIDAVIT

I hereby state that the information reported herein is complete, true and correct, I expect to be able to prove the same as necessary, and I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

AUTHORIZATION FOR RELEASE OF STATE TAX RECORDS

I further agree that I have authority to and do consent to the release of all tax records filed or compiled with regard to the listed utility and/or individual to the Public Utility Commission, if requested, as a means to verify the accuracy of the financial information supplied, in accordance with Sections 505 and 506 of the Public Utility Code.

SUBMISSION/AUTHORIZATION

Name Steve Wagner

Email Address information@midstatepaving.net

For your records only. Do not mail to the Commission .

Phone Number	570-837-5251
Date of Submission	Tuesday, February 10, 2026 8:38 AM
SUPPORTING DOCUMENTATION	
Document Type	Name
Exemption: Lease Revenue	Supporting Documentation for Exempt Revenue_Mid-State Transport LLC.pdf

Supporting Documentation for Exempt Revenue

Please fill out and file this form only if the utility is claiming exempt revenue.

Utility Name: Mid State Transport LLC

Utility Code: 8926093

Exemption Number(s): # 1 - Lease Revenue

Reason for exemption(s):

In the space below, please explain how the utility complies with the requirements for the exemption number(s) listed above. Include information about the service the utility provides, the material(s) that are transported, the pickup / drop off locations, the type of vehicles used to transport, and the customers serviced. If the utility claims an exemption for #1 - Lease Revenue, please provide a list of the name(s) of the carrier(s) and their Certificate of Public Convenience number(s) to which it leases its equipment, and the amount of revenue received from each carrier.

Valid supporting documentation is required for your exempt revenue to be accepted. If you fail to file supporting documentation, your exemption(s) will not be honored.

If you file your revenue online via the assessment portal (<https://portal.puc.pa.gov/>), you may complete this form to report your exempt revenue. Upload a copy of the completed form, as a pdf file, to attach to your online filing.

The carrier is Mid-State Paving, LLC
and its Certificate of Public Convenience number is
841043. Mid State Transport receives \$1060.00
per month for leasing dumptrucks to Mid-State
Paving, LLC.

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION
400 NORTH STREET
HARRISBURG, PA 17120

2024 ASSESSMENT REPORT-MOTOR CARRIERS

This Report **MUST BE FILED** no later than **March 31, 2025**. Failure to file may result in fines up to \$1,000 for each day a violation continues (66 Pa. C.S. § 3301), revocation of your Certificate of Public Convenience, and PennDOT will place registration suspensions on your vehicles.

TRADE OR CORPORATE NAME OF UTILITY: MID STATE TRANSPORT LLC	UTILITY CODE: 8926093
CONTACT NAME: STEVE WAGNER	EMAIL: JULIESIPE@MIDSTATEPAVING.NET
ADDRESS 1: 2991 PAXTONVILLE ROAD	ADDRESS 2 (Floor, Suite, etc.):
CITY, STATE, ZIP: MIDDLEBURG PA 17842	PHONE NO.: 570-837-5251

OPERATING REVENUE FOR CALENDAR YEAR 2024 (January 1, 2024-December 31, 2024)
(Enter **WHOLE** dollars only)

	PROPERTY	HOUSEHOLD GOODS	PASSENGER	
			Group and Party 16 or More	All Other Passenger Transportation
1. PA INTRASTATE OPERATING REVENUE	\$ 12,720.00			
PA EXEMPT INTRASTATE REVENUE (verifying documentation required for all exempt revenue)				
Exemption # <u>1</u>	\$12,720.00			
Exemption #				
Exemption #				
Exemption #				
2. TOTAL Exempt Revenue	\$12,720.00			
3. PA NET INTRASTATE OPERATING REVENUE (Subtract Line 2 from Line 1)	0.00			

UCR REGISTRATION INFORMATION

2025 UCR Registered: YES NO US DOT#: _____

Date 2025 Fee was Paid: _____

Internal Use Only

A-1 C-1 AB-1

AUTHORIZATION FOR RELEASE OF STATE TAX RECORDS

In accordance with Sections 505 and 506 of the Public Utility Code, to verify the accuracy of financial information supplied to the Public Utility Commission, I hereby authorize the Pennsylvania Department of Revenue to release to the Public Utility Commission, any tax records filed or compiled regarding the below-listed utility and/or individual.

Mid State Transport LLC
Utility Name

Steve Wagner
Signature

Date 2/10/25

Steve Wagner
Name (Printed)

Owner/Member
Title

AUTHORIZATION FOR ABANDONMENT

Approval of the abandonment is necessary or proper for the following reasons:

Reason(s) _____

Signature

AFFIDAVIT

I affirm that the information reported herein is complete, true, and correct.

Steve Wagner
(Signature of Individual or Officer)

2/10/25
(Date)

NOTARIZATION

(Required)

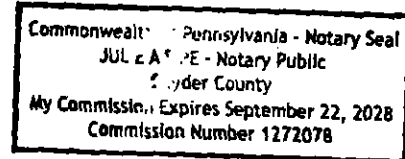
Subscribed and sworn to before me this

10th day of February 2025

Julie A. Lipe
NOTARY SIGNATURE

Notary Public
OFFICIAL TITLE

OFFICIAL SEAL



READABLE (PRINT OR TYPE) NAME OF INDIVIDUAL or OFFICER ABOVE:

Steve Wagner

TELEPHONE NO:

Office 519 837-5251, ext. 103

Other 519 837-5251, ext. 108

Other ()

(Date My Commission Expires)

Sept. 22, 2028

Supporting Documentation for Exempt Revenue

Please fill out and file this form **only** if the utility is claiming exempt revenue.

Utility Name: Mid State Transport LLC
Utility Code: 8926093
Exemption Number(s): # 1 - Lease Revenue

Reason for exemption(s):

In the space below, please explain how the utility complies with the requirements for the exemption number(s) listed above. Include information about the service the utility provides, the material(s) that are transported, the pickup / drop off locations, the type of vehicles used to transport, and the customers serviced. If the utility claims an exemption for #1 - Lease Revenue, please provide a list of the name(s) of the carrier(s) and their Certificate of Public Convenience number(s) to which it leases its equipment, and the amount of revenue received from each carrier.

Valid supporting documentation is **required** for your exempt revenue to be accepted. **If you fail to file supporting documentation, your exemption(s) will not be honored.**

If you file your revenue online via the assessment portal (<https://portal.puc.pa.gov/>), you may complete this form to report your exempt revenue. Upload a copy of the completed form, as a pdf file, to attach to your online filing.

The carrier is Mid-State Paving, LLC
and its Certificate of Public Convenience number is
8910431. Mid State Transport receives \$1,060.00
per month for leasing dumptrucks to Mid-State
Paving, LLC.



COMMONWEALTH OF PENNSYLVANIA
 PENNSYLVANIA PUBLIC UTILITY COMMISSION
 COMMONWEALTH KEYSTONE BUILDING
 400 NORTH STREET
 HARRISBURG, PENNSYLVANIA 17120

2023 ASSESSMENT REPORT - MOTOR CARRIERS

TRADE OR CORPORATE NAME OF UTILITY (UTILITY CODE):
 MID STATE TRANSPORT LLC (8926093)

CONTACT NAME:
 STEVE WAGNER

EMAIL:
 JULIESIPE@MIDSTATEPAVING.NET

ADDRESS:
 2991 PAXTONVILLE ROAD, MIDDLEBURG PA 17842

PHONE:
 570-837-5251

	PROPERTY	HOUSEHOLD GOODS	PASSENGER	
			Group and Party 16 or more	All other passenger transportation
PA GROSS INTRASTATE OPERATING REVENUE	\$8,094			
PA EXEMPT INTRASTATE REVENUE				
Lease Revenue	\$8,094			
TOTAL Exempt Revenue	\$8,094			
PA NET INTRASTATE OPERATING REVENUE	\$0			

UNIFIED CARRIER REGISTRATION (UCR) INFORMATION

MID STATE TRANSPORT LLC is NOT registered with UCR.

NOTARIZATION

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AFFIDAVIT

I hereby state that the information reported herein is complete, true and correct, I expect to be able to prove the same as necessary, and I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

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I further agree that I have authority to and do consent to the release of all tax records filed or compiled with regard to the listed utility and/or individual to the Public Utility Commission, if requested, as a means to verify the accuracy of the financial information supplied, in accordance with Sections 505 and 506 of the Public Utility Code.

SUBMISSION/AUTHORIZATION

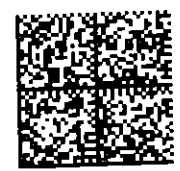
Name	Steve Wagner
Email Address	accounting@midstatepaving.net

For your records only. Do not mail to the Commission

Phone Number	5708375251
Date of Submission	Wednesday, March 6, 2024 10:46 AM
SUPPORTING DOCUMENTATION	
Document Type	Name
Exemption: Lease Revenue	Mid State Transport Truck Lease_Signed.pdf

Middleburg, PA 17842

FIRST-CLASS



US POSTAGE



ZIP 17861
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0001341994

\$
M

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120