



Lloyd Westwood
1107 Maple Avenue
Barnesboro, PA. 15714

December 5, 1986

P.U.C. of Pennsylvania
Marilyn Wendt
Box 3265 N. Office Building
Harrisburg, Pennsylvania 17120

A-107235

Re: A95060 Transfer

Dear Ms. Wendt:

This is pertaining to paragraph 14 in the Letter of Application for Transfer of P.U.C. rights from Shaner Transportation Company Incorporated, 1107 Maple Avenue, Barnesboro, PA. to Tri County Transportation and Leasing.

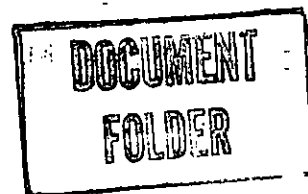
Please be advised that there are no accounts receivable or accounts payable as of this date, 12/5/86, nor do we anticipate any. We further attest to having no outstanding debts of any kind, no liens, loans, or mortgages against this company, Shaner Transportation Company, Incorporated.

Sincerely,

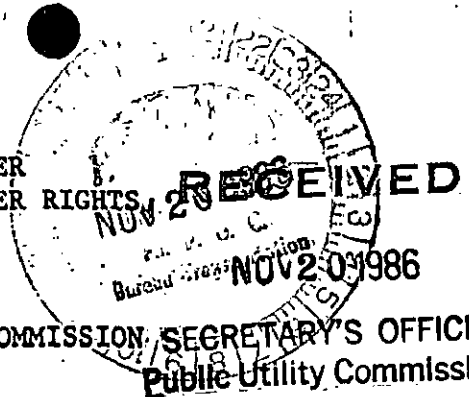
Lloyd G. Westwood

Lloyd G. Westwood

cc: Tri County Transportation and Leasing



APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON OR CONTRACT CARRIER RIGHTS



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, SECRETARY'S OFFICE
Public Utility Commission

Application of Tri-County Transportation and Leasing, Inc.
(Applicant/Transferee)

for approval of the transfer and to exercise the right

as a common carrier, described at Docket
common-contract

No. A.95060, Folder No. 1, issued to

Shaner Transportation Company, Inc.

Transferor

for transportation of persons
persons-property

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

PUC Use Only:
Docket No. A-107235
Folder No. _____

APPL.
COMPL.
MVIC.
CHECKED BY mw

- Tri-County Transportation and Leasing, Inc.
(Full and correct name of applicant/transferee)
- N/A
(Trade name, if any)

The trade name _____ been registered with the Secretary of the
(has or has not)

Commonwealth on _____ (attach copy of stamped registration form).
(date)

- 404 - 19th Street Box 13
(Business Street Address) (P.O. Box, if any)
- Barnesboro Pennsylvania 15714 (814)948-6537
City State Zip Telephone

4. Applicant's attorney (for this application) is:

Lawrence L. Davis, Esquire, 103 S. Center St., Ebensburg, PA 15931 (814)472-9740
(Name) (Address) (Telephone)

Any notice, process or order of the PUC should be served upon:

William M. Tibbott, 404 - 19th St., Barnesboro, PA 15714 (814)948-6537
(Name) (Address)

*12/1
Called atty Davis
will send in
statement on
business
debts.*

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
Number
DEC 9 1986
ENTRY No. 7. MKK

Applicant does not hold Pa. PUC authority under Docket.
(does or does not)

and operates as a _____ carrier.
(common or contract)

Applicant does not hold Interstate Commerce Commission authority
does or does not

at Docket No. _____

BEGINNING

8. Applicant is (check one):

Individual.

Partnership. Attach copy of partnership agreement and list names and addresses of partners below (use additional sheet if necessary).

(Name)

(Address)

Corporation. Organized under the laws of the State of Pennsylvania and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on March 18, 1968 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. If applicant, its stockholders or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

N/A

10. Applicant proposes to acquire all of the operating rights (all or part)

now held by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons.

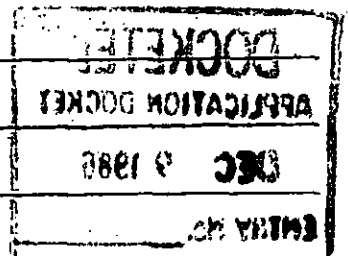
11. The reason for the transfer is

Transferor wishes to terminate its operations

12. The total amount of consideration to be paid is \$6,000.00 and was determined as follows:

valuation of certificate

and will be paid as follows: on approval of transfer



13. Applicant is financially able to furnish adequate service to the public and submits Schedule "C" as a statement of financial condition.
14. Attach the following, as appropriate (check those attached):
- Sales Agreement. (Required)
 - Partnership Agreement.
 - Trade Name registration certificate.
 - Certificate of Incorporation or Authority.
 - Statement of corporate charter purpose.
 - List of corporate officers and stockholders.
 - List of equipment to be used to render service. (summarize by type)
 - Operating authority to be transferred/retained.
 - Equipment and other property to be transferred. (Schedules "A" & "B")
 - Statement of Financial Condition (Schedule "C")
 - Bilateral contract(s), if transferring contract carrier rights.
 - Statement of unpaid business debts of transferor and how they will be satisfied.
 - Copy of short form certificate showing date of death of transferor and name of executor/trix.
15. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
16. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of approval of the transfer.

WHEREFOR, Transferee and Transferor pray that the Commission grant the Transfer as herein requested.

TRI-COUNTY TRANSPORTATION
AND LEASING, INC.

Transferee sign here:
(Corporate Seal)

By William M. Abbott Pres 11-17-86.
(each partner must sign) (Date)

SHANER TRANSPORTATION
COMPANY, INC.

Transferor sign here:
(Corporate Seal)

By [Signature] President

INSTRUCTIONS TO BE FOLLOWED IN PREPARING APPLICATION
No Application Will Be Accepted From a Minor

1. A separate application must be filed for each type of service, such as common carrier of persons on schedule; contract carrier of persons; transportation of persons on call or demand; transportation of persons in group and party service; common carrier of property; contract carrier of property.
2. It is not required that applicant be represented by an attorney, unless applicant is a corporation.
3. The original application signed at the place designated, duly verified by affidavit and two copies of same must be filed at the office of the Pennsylvania Public Utility Commission P.O. Box 3265, North Office Building, Harrisburg, PA 17120. A filing fee of One Hundred Twenty Five Dollars (\$125.00) is required and shall be paid by certified check or money order, made payable to the Commonwealth of Pennsylvania.
4. Carriers with Pa. PUC authority need not complete Paragraph 14 - Statement of Financial Condition if its latest Annual Report is on file at the Commission. You need only to reference same.
5. Copies of trade name registration form and certificate of incorporation of authority are not required from currently certificated/permitted carriers.
6. If space provided in form is not sufficient, prepare on separate sheet, attach it to application and give it the same number as question or statement to which it refers.
7. THIS APPLICATION FORM IS ONLY TO BE USED IN APPLYING FOR A TRANSFER OF RIGHTS UNDER EXISTING CERTIFICATES, PERMITS OR LICENSES. No application will be entertained for a transfer of rights which have been canceled or which for other reasons are obsolete.

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
 : ss:
 _____ County :

_____, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation) ^{OR SELLER}

COMMONWEALTH OF PENNSYLVANIA :
 : ss:
 Cambria County :

LLOYD G. WESTWOOD, being duly sworn (affirmed) according to law, deposes and says that he is President of Shaner Transportation (Office of Affiant)

Company, Inc.; that he is authorized to and does make (Name of Corporation)

this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Shaner Transportation Co., Inc. (Name of Corporation)

to be able to prove the same at the hearing hereof.

Lloyd G. Westwood, President

Signature of Affiant

Sworn and subscribed before me this 17

day of November 19 86

My Commission Expires March 5, 1987

Frank [unclear]

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

^{EE APPLICANT}
AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ CAMBRIA _____ County :

WILLIAM M. TIBBOTT, being duly sworn (affirmed) according to law, deposes and says that he is President of Tri-County (Office of Affiant)

Transportation and Leasing, Inc.; that he is authorized to and does make (Name of Corporation)

this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Tri County Transportation and Leasing, Inc. (Name of Corporation)

to be able to prove the same at the hearing hereof.

William M Tibbott

Ann Harwell

Signature of Affiant

Sworn and subscribed before me this 17

day of November 1986

My Commission Expires March 3, 1986

Paul Martin
Signature of Official Administering Oath

SCHEDULE "A"

DESCRIPTION OF EACH PASSENGER VEHICLE, TRUCK, TRACTOR, TRAILER, SEMI-TRAILER, TAXICAB OR OTHER MOTOR VEHICLE TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Name of Manufacturer (1)	Year of Manufacture (2)	Description					Date Purchased (8)	Condition When Purchased (New or Used) (9)	Original Cost (10)	Cost of Additions, Betterments, and Improvements (11)	Total Cost (12)	Depreciation (13)	Total Cost Less Depreciation (14)	Estimated Present Value (15)	Encumbrance (16)
		Type Of Body (3)	Engine Number (4)	Capacity (5)	Manufacturer's Number (6)	Miles Operated (7)									
	NONE														
Total columns 10 to 16 inclusive															

Who is to assume encumbrance and how it will be satisfied _____

SCHEDULE "B"

DESCRIPTION OF EACH OTHER ITEM OF PROPERTY TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Description (A)	Date of Purchase, Installation or Construction (B)	Original Cost (C)	Depreciation (D)	Original Cost Less Depreciation (E)	Estimated Present Value (F)	Encumbrance (G)
NONE						
Total columns C to G inclusive						

Who is to assume encumbrance and how it will be satisfied _____

SCHEDULE "C"

STATEMENT OF FINANCIAL CONDITION

as of September 30, 1986

ASSETS

Motor vehicle equipment	\$ 56,500.00
Buildings and structures	\$ _____
Other property	\$ _____
Cash	\$ 1,808.00
Accounts receivable	\$ 4,650.00
Notes receivable	\$ _____
Materials and supplies	\$ _____
Other assets (attach schedule)	\$ _____
Total Assets	\$ 62,958.00

LIABILITIES

Mortgages payable	\$ _____
Equipment obligations	\$ _____
Accounts payable	\$ _____
Notes payable	\$ _____
Other liabilities (attach schedule)	\$ _____
Reserve for depreciation - motor vehicles	\$ 27,587.00
Reserve for depreciation - buildings & structures	\$ _____
Reserve for depreciation - other	\$ _____
Net worth (individual or partnership)	\$ 35,371.00
Capital stock (corporations only)	\$ _____
Surplus (corporations only)	\$ _____
Total Liabilities	\$ 62,958.00

Question 10.

FURNISHING OF TRANSPORTATION, AS A COMMON CARRIER, BY MOTOR VEHICLE, OF GROUPS AND PARTIES OF PERSONS:

from the Borough of Cherry Tree, Indiana County, and the Borough of Barnesboro, Cambria County, to the points in Pennsylvania.

Question 14.

List of Corporate Officers and Stockholders

President - William M. Tibbott

Secretary/Treasurer - Ann Hanwell

Stockholders: William M. Tibbott - 600 shares

Girard W. Tibbott - 400 shares

List of Equipment to be used to Render Service

1. 1985 International Ward 48 Passenger Bus

Operation Authority to be Transferred

FURNISHING OF TRANSPORTATION, AS A COMMON CARRIER, BY MOTOR VEHICLE, OF GROUPS AND PARTIES OF PERSONS:

from the Borough of Cherry Tree, Indiana County, and the Borough of Barnesboro, Cambria County, to the points in Pennsylvania.

APPLICANT'S ACC'T NO.

DSCB:BCL-373 (Rev. 8-72)

Filing Fee: \$75
AIB-7

Articles of Incorporation—
Domestic Business Corporation
Close Corporation

(Line for numbering)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Filed this 26th day of July, 1982

Commonwealth of Pennsylvania
Department of State

William C. Davis

Secretary of the Commonwealth

slc

(Box for Certification)

Tri-County Transportation & Leasing, Inc.

(NAME OF CORPORATION)

A CLOSE CORPORATION

In compliance with the requirements of section 373 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P. S. §1373) the undersigned, desiring to be incorporated as a business corporation which is a close corporation, hereby certifies (certify) that:

1. The name of the corporation is:

Tri-County Transportation & Leasing, Inc.

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

Beaver Street

(NUMBER)

(STREET)

Hastings

(CITY)

Pennsylvania

16646

(ZIP CODE)

3. The corporation is incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

The purposes for which it is to be organized are: To engage in the manufacturing, fabrication, assembly, merchandising, and distribution of various items; printing; processing; research and development; to act as a surety or guarantor; as well as to engage in and do any lawful act concerning any or all lawful business for which corporations may be organized under the business corporation law.

4. The term for which the corporation is to exist is: Perpetual

5. The aggregate number of shares which the corporation shall have authority to issue is:

500,000 shares of common stock with a par value of \$1.00 per share

500,000 shares of preferred stock with a par value of \$1.00 per share

6. The following provisions shall regulate the status of the corporation as a close corporation:

(a) (Strike out (i) or (ii) below, whichever is not applicable.)

~~(i) All of the issued shares of the corporation of all classes, exclusive of treasury shares, shall be held of record by not more than XXXXXXXXXXXXXXXXXXXX persons.~~
(NUMBER, NOT TO EXCEED 30)

(ii) All of the issued shares of the corporation of all classes, exclusive of treasury shares, shall be held of record by not more than the smaller of ten "shareholders" within the meaning of Subchapter S of the Internal Revenue Code of 1954, as amended, or 30 persons.

(b) All of the issued shares of all classes of the corporation shall be subject to one or more of the restrictions on transfer permitted by section 613.1 of the Business Corporation Law (15 P. S. §1613.1).

(c) The corporation shall make no offering of any of its shares of any class which would constitute a "public offering" within the meaning of the Securities Act of 1933, as amended.

7. (Optional: BCL §372B) A person (other than an estate) who is not an "individual" or who is a "non-resident alien," in either case within the meaning of the Internal Revenue Code of 1954, as amended ("Code"), shall not be entitled to be a holder of record of shares of the corporation. Only a person whose consent is currently in effect to the election of the corporation to be treated as an electing small business corporation under Subchapter S of the Code shall be entitled to be a holder of record of shares of the corporation.

8. (Optional: BCL §382) The business and affairs of the corporation shall be managed by the shareholders of the corporation rather than by a board of directors.

9. (Optional: BCL §376B) The status of the corporation as a "close corporation" within the meaning of the Business Corporation Law shall not be terminated without the affirmative vote or written consent of ~~(all holders of)~~ (shareholders holding 70% of the) shares of all classes of the corporation.
(FRACTION, AT LEAST TWO-THIRDS)

10. (Optional: BCL §384B) ~~(Any shareholder)~~ (shareholders holding 70% of the shares) of the corporation may apply for the appointment of a provisional director of the corporation in the manner and upon the circumstances provided by statute.

11. (Optional: BCL §386) ~~(Any shareholder)~~ (shareholders holding 70% of the shares) of the corporation shall have the right at will to cause the corporation to be dissolved by proceeding in the manner provided by statute.

12. The name(s) and post office address(es) of each incorporator(s) and the number and class of shares subscribed by such incorporator(s) is (are):

NAME	ADDRESS (Including street and number, if any)	NUMBER AND CLASS OF SHARES
Lawrence L. Davis	103 South Center Street	500,000 - common
	Ebensburg, Pennsylvania 15931	500,000 - preferred

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed and sealed these Articles of Incorporation this 23rd day of July, 1982.

_____(SEAL) _____ (SEAL)

DEPT. OF STATE
RECORDED
20

Commonwealth of Pennsylvania
Department of State



CERTIFICATE OF INCORPORATION

Office of the Secretary of the Commonwealth

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Laws of the Commonwealth, the Secretary of the Commonwealth is authorized and required to issue a "Certificate of Incorporation" evidencing the incorporation of an entity.

Whereas, The stipulations and conditions of the Law have been fully complied with by

TRI-COUNTY TRANSPORTATION & LEASING, INC. (A CLOSE CORPORATION)

Therefore, Know Ye, That subject to the Constitution of this Commonwealth, and under the authority of the Laws thereof, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, declare and certify the creation, erection and incorporation of the above in deed and in law by the name chosen hereinbefore specified.

Such corporation shall have and enjoy and shall be subject to all the powers, duties, requirements, and restrictions, specified and enjoined in and by the applicable laws of this Commonwealth.

Given under my Hand and the Great Seal of the Commonwealth,
at the City of Harrisburg, this 26th day
of July in the year of our
Lord one thousand nine hundred and eighty-two
and of the Commonwealth the two hundred seventh



William L. Davis

Secretary of the Commonwealth

0759952

ASSET PURCHASE AGREEMENT

ENTERED INTO by and between SHANER TRANSPORTATION COMPANY, INC. (hereinafter called "Seller" or "Shaner"),

A
N
D

TRI-COUNTY TRANSPORTATION AND LEASING, INC. (hereinafter called "Purchaser" or "Tri-County"),

WITNESSETH:

WHEREAS, Shaner is engaged in the business of the transportation of persons, together with all related activities; and

WHEREAS, Shaner desires to sell and Tri-County agrees to purchase, on the terms and conditions hereinafter set forth, all of the assets and business of Shaner;

NOW, THEREFORE IN CONSIDERATION OF THESE PREMISES AND OTHER GOOD AND VALUABLE CONSIDERATIONS THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Agreement to Sell and Purchase. On the closing date hereinafter provided, Shaner will sell, transfer, assign and convey to Tri-County, by appropriate deeds, bills of sale and other instruments in form reasonably satisfactory to counsel for Tri-County, all the assets and business, as described in Exhibit "A", for the sum of Six Thousand and 00/100 (\$6,000.00), payable as follows: upon approval by the Pennsylvania Public Utility Commission of the transfer as contemplated by this agreement.

2. Shaner's Representations, Warranties and Covenants.

Shaner represents, warrants and agrees that:

(A) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania and has full power and authority to enter into this Agreement.

(B) Shaner is not a defendant, nor a plaintiff against whom a counterclaim has been asserted, in any litigation pending or, to the knowledge of Shaner, threatened, nor has any material claim been made or asserted against Shaner, nor are there any proceedings affecting Shaner pending, or to the knowledge of Shaner, threatened before any federal, state or municipal body.

(C) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Shaner or any of its assets and property, are pending or, to the knowledge of Shaner, threatened, and Shaner has not made any assignment for the benefit of creditors, nor taken any other action with a view to, or which would constitute the basis for, the institution of such insolvency proceedings.

(D) All taxes, federal, state and local, which have heretofore by their terms become payable by Shaner, or which have been assessed against Shaner, or as to which, to the knowledge of Shaner, a claim has been threatened against Shaner, have been paid or provided for.

(E) Shaner, prior to the Closing Date, without the written consent of Tri-County, will not have:

(1) Incurred any liability of obligation (absolute or contingent), other than current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business;

(2) Discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities and other than any such discharge, satisfaction or payment occurring in the ordinary course of business;

(3) Mortgaged, pledged, or subjected to any lien, charge or any other encumbrance, any of its assets, other than in the ordinary course of business;

(4) Sold or transferred any of its assets, except in the ordinary course of business;

(5) Declared or made any payment or distribution to its stockholders, redeemed or purchased or otherwise acquired any of its capital stock or agreed to take any such action.

(F) Shaner has and on the Closing Date will have and will convey to Tri-County good and marketable title to all of the assets of Shaner to be conveyed to Tri-County hereunder, free of any and all liens, encumbrances, charges and equities of any kind whatever.

(G) Shaner will permit representatives of Tri-County from and after the date hereof to have access to the properties, books and records of Shaner and will furnish Tri-County with such financial and operating data concerning its business and properties as Tri-County may from time to time request.

(H) Shaner is not a party to or bound by, nor is any of the property of Shaner subject to or affected by, any contract or agreement.

3. Closing Date. The Closing Date hereunder shall be within ten (10) days after the approval of the Pennsylvania Public Utility Commission of the transfer as contemplated by this agreement, at 404 - 19th Street, Barnesboro, Pennsylvania, or such other time and place as may be mutually agreed upon in writing.

4. Conditions to Tri-County's Obligation to Close. The obligations of Tri-County hereunder are subject to the conditions that on or before the Closing Date:

(A) All action required to carry out this Agreement and all other related legal matters shall have been approved by Lawrence L. Davis, counsel for Tri-County.

(B) Tri-County shall have received an opinion of counsel for Shaner, dated the Closing Date, in form and substance satisfactory to Tri-County and Lawrence L. Davis, Esquire, to the effect that:

(1) Shaner is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania and has full power and authority to enter into, and perform its obligations under, this Agreement; and

(2) This Agreement has been duly authorized, executed and delivered by Shaner and is valid and binding obligation of Shaner; and

(3) The sale of all of the assets and business of Shaner to Tri-County has been duly authorized by all necessary action, and the deeds, bills of sale and other instruments delivered by Shaner have been duly authorized and executed and are effective to vest in Tri-County good and valid title to such assets and business.

(C) The representations and warranties contained in Paragraph 2 shall be true and correct on and as of the Closing Date and each and all of the agreements of Shaner to be performed on or before the Closing Date pursuant to the terms hereof shall have been duly performed; and Shaner shall have delivered to Tri-County a certificate, dated the Closing Date, signed by its President and its Treasurer or Secretary, to such effect.

(D) No material litigation shall have been instituted or threatened which, in the judgment of the Board of Directors of Tri-County, makes it inadvisable to proceed with the purchase of the assets and business of Shaner hereunder.

5. Representations and Warranties to Survive Closing. All representations and warranties contained in this Agreement shall survive the Closing.

6. Application of Proceeds and Shaner's Indemnity as to Liabilities. Shaner agrees that on the Closing Date it will apply so much of the purchase price received by it hereunder as may be necessary and sufficient for the payment of all liabilities of Shaner existing on the Closing Date. Shaner agrees that Tri-County does not assume, and shall not be obligated to pay, any of the liabilities of Shaner under the terms of this Agreement or otherwise. Shaner hereby agrees to indemnify and hold Tri-County, its successors and assigns, harmless from and against any and all of Shaner's obligations and liabilities, fixed or contingent or otherwise.

7. Provision for Complying with Bulk Sales Law. At least 15 days before the Closing Date Shaner shall furnish to Tri-County a sworn list of Shaner's existing creditors, containing the names and business addresses of all such creditors and the amounts owing to each when known, and also the names of all persons who are known to Shaner to assert claims against it even though such claims are disputed, as well as a schedule of the property to be transferred to Tri-County, to enable Tri-County to comply with the Bulk Sales Law (Article 6 of the Uniform Commercial Code) of Pennsylvania.

8. Assignment. Tri-County shall have the right to assign this Agreement. It is expressly understood that the right to make the foregoing assignment shall in no manner relieve Tri-County from any liability imposed by the terms of this agreement.

9. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, as set forth below:

If to Purchaser: 404 - 19th Street
Barnesboro, Pennsylvania 15714

If to Seller: 1107 Maple Avenue
Barnesboro, Pennsylvania 15714

or to such other address or addresses as shall be designated in writing in the same manner.

All notices shall be deemed to have been given on the date of receipt thereof.

10. Merger Clause. This Agreement contains the entire agreement between the parties and may not be changed or modified orally but only in writing signed by the parties hereto.

11. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Pennsylvania.

12. Finder's Fee. Seller and Purchaser each represent to the other that neither has employed any broker or agent or entered into any agreement for the payment of any fees or compensation to any person, firm or corporation in connection with this transaction.

13. Unemployment Tax Tri-County shall have the option of transferring Shaner's experience rating relative to unemployment tax or using its own rating. Or of even combining the lower rating of the Shaner with Tri-County's higher rating and thereby producing lower unemployment taxes overall.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the 17. day of November., 1986.

ATTEST:

SHANER TRANSPORTATION
COMPANY, INC.

Donna Westwood Persio
Secretary

By [Signature]
President

ATTEST:

TRI-COUNTY TRANSPORTATION AND
LEASING, INC.

Ann Harwell
Secretary

By [Signature]
President

[Signature]
FRED C. NASTASI, Notary Public
Barnesboro, Cambria Co., Pa.
My Commission Expires March 5, 1987

EXHIBIT "A"

Certificate of Authority from the Pennsylvania Public Utility Commission.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held February 22, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of Greater Johnstown Yellow Cab, Inc., a corporation of the Commonwealth of Pennsylvania, for the additional right to transport, as a common carrier, by motor vehicle, groups and parties of persons, and persons on special excursions and tours or sight-seeing trips between points in the county of Cambria, and from points in said county to points in Pennsylvania and return; subject to the following restriction: That the service herein authorized is limited to transportation in vehicles having a seating capacity not to exceed fifteen (15) persons, including the driver.

A-00098496
F. 5

Christian V. Graf for the applicant.
Francis J. Leahey, Jr., for protestants, Willard A. Wilkinson, III and
James M. McNulty.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed June 7, 1979. Public notice of the application was given in the Pennsylvania Bulletin of June 30, 1979 and in the Tribune Democrat, a newspaper having general circulation within the area of application.

Two carriers protested the application, however, both withdrew upon restrictive amendment entered by the applicant prohibiting transportation in school buses and transporting employees of Consolidated Rail Corporation. The application is now certified to the Commission without hearing. Verified statements were submitted by the applicant and six supporting witnesses.

Greater Johnstown Yellow Cab, Inc. (or applicant) has its general office located at Macridge Avenue and maintains a taxicab office at Horner Street, both in the city of Johnstown, Cambria County. It is represented herein by William F. Walker, president, director and controlling stockholder.

The applicant presently holds authority to provide a variety of transportation services within the Commonwealth comprised of (1) call or demand taxi service, (2) Class D carrier of property in taxicabs, (3) transporting persons in limousine service and (4) transporting persons in paratransit service. No duplication of authority or dual operations would result from a grant of the authority herein proposed.

Included in the applicant's fleet of 20 vehicles are three van-type automobiles and two small buses having a seating capacity not exceeding 15 persons and which are suitable for use within the proposed service. All of the equipment is maintained within the safety parameters prescribed by law and are given regular comprehensive checks to assure safe daily operating condition. No additional equipment is deemed necessary to provide the service as proposed. Its drivers are carefully screened before employment and attend periodic safety meetings.

The applicant's unaudited balance sheet as of December 31, 1978, discloses current assets of \$131,854, with current liabilities of \$80,815, long-term indebtedness of \$95,544, excluding stockholders equity of \$44,505. An unaudited statement of income and retained earnings for the year ending December 31, 1978, reveals that from operating income of \$291,620, the applicant incurred operating expenses of \$289,825. After other deductions for amortization and interest in the amount of \$14,462, it realized a net loss of \$12,667. The applicant feels, however, that the revenues derived from the proposed service will place it in a profitable operating basis and assist in the continuity of its taxi operations.

Mid-State Auto Club, 437 Vine Street, Johnstown, is a member of the American Automobile Association and the Pennsylvania AAA Federation. As such, it furnishes travel service to its members and arranges transportation for them upon request. It is frequently requested to arrange group trips in equipment to accommodate small groups. It has difficulty in finding equipment suitable for small numbers of passengers since the smallest vehicle currently available is for 38 passengers which, in many instances, is cost-prohibitive. The proposed authority would make it possible to sponsor tour and sight-seeing trips for limited numbers which it cannot now do effectively.

Johnstown Holiday Travel Agency, Inc., 140 Park Place, Johnstown, is a retail travel agency, certificated at A-00093005, to operate as a broker in the transportation of persons within the Commonwealth. It presently utilizes Blue & White Bus Lines of Altoona for group movements which has created problems. The smallest vehicle available accommodates 38 passengers and the equipment is garaged and dispatched from Altoona.

The size of the equipment and the dead-heading costs involved prohibit their use for small groups. They would have frequent need for the service herein proposed.

Donald G. Baumgardner is a businessman in the Greater Johnstown area and is a member of numerous organizations, including the Masons and Shrine. He has observed that many private automobiles are used to transport small groups to various functions. He supports the applicant in an effort to obtain public transportation for small groups, especially in view of fuel costs and fuel availability.

C. Dean Wingard, vice-president and cashier of the Citizens National Bank located in Windber, Somerset County, with offices in Johnstown, has occasional need for transportation service for small groups to attend banking seminars, conferences, social functions and meetings with regulatory agencies. The service that is presently available is not geared to handle small groups at reasonable cost and therefore it supports the applicant in this proceeding.

John M. Rubal, executive vice-president of the Greater Johnstown Chamber of Commerce, has for many years been most active in transportation areas and has endorsed various transportation activities before the Commission. It supports the concept of group transportation for 15 persons or less which it believes would be a tremendous asset for the community's overall transportation system.

Stan R. McQuaide, vice-president of operations for W. C. McQuaide, Inc., a Pennsylvania certificated common carrier, has frequent need for the transportation of small groups to attend safety meetings and social functions for its employees. It would have need for such service about once a month with greater frequency during the summer. The trips would generally originate in Richland Township, Cambria County, with destination in Cambria County but would occasionally extend to other counties such as Westmoreland. The smallest vehicles currently available are for 38 passengers consequently, it utilizes private cars. Private transportation is undesirable because of employee risk and risk to the vehicle owner from an insurance standpoint.

DISCUSSION AND FINDINGS

The applicant is presently certificated to provide various types of transportation services within the city of Johnstown, Cambria County, and within the entire county itself. It now seeks the additional authority to provide transportation for groups and parties of persons and for persons on special excursions and sight-seeing trips within Cambria County and from points in the county to points throughout the state. The service is limited to the use of vehicles having a seating capacity of 15 persons or less, including the driver.

The only service of the type herein aspired that is currently available is supplied by carriers operating bus-type equipment accommodating 38 or more passengers. The applicant has generated public support from not only business individuals who profess a frequent transportation need for employee functions but also from travel agencies and automobile clubs whose business it is to arrange for the very service herein described. The Johnstown Chamber of Commerce has, as well, attested to a need for the service which should provide the area with a well-rounded transportation system.

The applicant suffered severe losses during the recent flood which engulfed the Johnstown area. Its losses were such that it was virtually forced to restart operations from scratch, including new equipment and operating facilities. While it did realize a loss of \$12,600 during 1978, it would appear that the applicant is emerging from its financial handicap in a positive manner. Of importance is the fact that it already owns the vehicles in which the proposed service would be rendered. It would further appear that approval of the application would provide revenue which would assist in enhancing its financial structure.

We find:

1. That the applicant possesses the experience and equipment to adequately render the service as proposed and amended.
2. That a need for the proposed service, as amended, has been shown to exist.
3. That approval of the application is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application, as amended, be and is hereby approved granting the following right:

To transport, as a common carrier, by motor vehicle, groups and parties of persons, and persons on special excursions and tours or sight-seeing trips between points in the county of Cambria, and from points in said county to points in Pennsylvania and return;

subject to the following conditions:

1. That the service herein authorized is limited to transportation in vehicles having a seating capacity not to exceed fifteen (15) persons, including the driver.
2. That the service herein authorized shall be rendered in vehicles without the use of taximeters or dome lights.
3. That no right, power or privilege is granted to provide transportation in school buses.

4. That no right, power or privilege is granted to transport relief engine and train crews and other employees of Consolidated Rail Corporation for that corporation, its successors or assigns from points in Cambria County, except as presently authorized.

IT IS FURTHER ORDERED: That upon compliance with the Pennsylvania Public Utility Law relating to the filing and acceptance of a tariff establishing just and reasonable rates, a certificate issue evidencing the Commission's approval of the right to operate as above determined.

*C. of P. C.
revised
5-12-80*

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by, or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

BY THE COMMISSION,

William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: February 22, 1980

ORDER ENTERED: FEB 29 1980

January 2, 1987

IN REPLY PLEASE
REFER TO OUR FILE

Lawrence L. Davis
Attorney at Law
103 South Center Street
Ebensburg, PA 15931

A-00107235 - Application of Tri-County Transportation & Leasing, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Tri-County transportation & Leasing, Inc. for the rights of Shaner Transportation Company.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before January 26, 1987. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Shaner Transportation Company will continue to render the service covered by its certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission. We wish to emphasize the above as failure to comply with these requirements, will result in the dismissal of the application.

You are further advised that the above application will be published in the Pennsylvania Bulletin of January 3, 1987.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:rs
cc: Applicant
404-19th Street
Box 13
Barnesboro, PA 15714

**DOCUMENT
FOLDER**

DOCKETED
APPLICATION DOCKET
JAN 5 1987
ENTRY No. *ML*

A-00107235 TRI-COUNTY TRANSPORTATION & LEASING, INC. (404-19th Street, Box 13, Barnesboro, Cambria County, Pennsylvania 15714), a corporation of the Commonwealth of Pennsylvania, groups and parties of persons from the borough of Cherry Tree, Indiana County, and the borough of Barnesboro, Cambria County, to points in Pennsylvania; which is to be a transfer of the right authorized under the certificate issued at A-00095060 to Shaner Transportation Company, a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. Attorney: Lawrence L. Davis, 103 South Center Street, Ebensburg, Pennsylvania 15931.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____ SERVICE JAN. - 3 1987

BUREAU OF TRANSPORTATION
COMMON CARRIER
DECEMBER 1986

A-00107235

Application of Tri-County Transportation & Leasing, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport as a common carrier, by motor vehicle, groups and parties of persons from the borough of Cherry Tree, Indiana County, and the borough of Barnesboro, Cambria County, to points in Pennsylvania; which is to be a transfer of the right authorized under the certificate issued at A-00095060 to Shaner Transportation Company, a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

MW:np
12/17/86

Application received: 11/20/86
Application docketed: 12/9/86

NH

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
JAN 5 1987
ENTRY No. *me*

JAN 26 1987

Protests due on No Hearings _____
Protests due on Hearings - (5 days prior to date of hearing)
Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.

PENNSYLVANIA PUBLIC UTILITY COMMISSION



RECEIPT

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

Tri-County Transportation & Leasing, Inc.
404 19th Street, Box 13
Barnesboro, PA 15714

Date January 27, 1987

CR 122320 A

DOCUMENT
FOLDER

DOCKETED
JAN 28 1987

In re application of Tri-County Transportation & Leasing, Inc.
A-00107235.....\$125.00

Revenue account 001780-017601-102 (ck)

ck 001793 Checks \$125.00 Currency _____

Utility account 50:26

C. Joseph Meisinger
For Department of Revenue