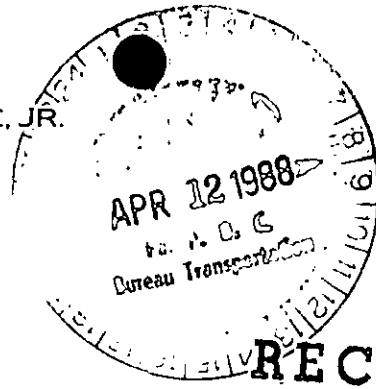


RAYMOND A. THISTLE, JR.

ATTORNEY AT LAW  
206B BENSON EAST  
100 OLD YORK ROAD  
JENKINTOWN, PA. 19046



April 7, 1988

(215) 576-0131  
**RECEIVED**

APR 11 1988

Honorable Jerry Rich, Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17120

**SECRETARYS OFFICE**  
**Public Utility Commission**

*A-108106*

Re: Murphy's Hauling Service, Inc. -  
Purchase - Zoomer Trucking, Ltd.

Dear Secretary Rich:

Enclosed herewith for filing are an original plus two copies of a transfer application wherein Murphy's Hauling Service, Inc. seeks Commission approval to purchase the authority of Zoomer Trucking, Ltd.

Attached to this letter of transmittal is the carrier's check in the amount of \$125.00 for the filing fee.

Please acknowledge receipt hereof on that provided.

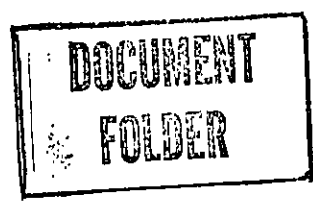
Thank you for your attention and consideration in this matter.

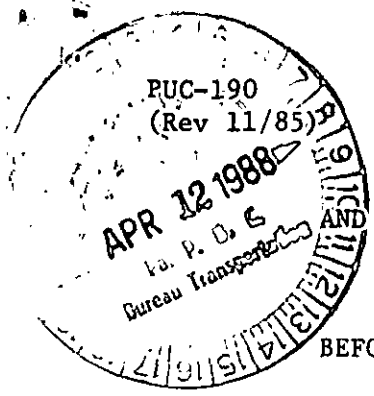
Very truly yours,

Raymond A. Thistle, Jr.

RAT:mt

cc: Murphy's Hauling Service, Inc.





RECEIVED

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

APR 11 1988

SECRETARYS OFFICE Public Utility Commission

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of MURPHY'S HAULING SERVICE, INC.  
(Applicant/Transferee)

for approval of the transfer and to exercise the right

as a Common carrier, described at Docket  
common-contract

No. A-00104234, Folder No. --, issued to

Zoomer Trucking, Ltd.

Transferor

for transportation of Property  
persons-property

PUC Use Only	
Docket No.	<u>A-108106</u>
Folder No.	_____

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Murphy's Hauling Service, Inc.  
(Full and correct name of applicant/transferee)

2. uses corporate name  
(Trade name, if any)

The trade name N/A been registered with the Secretary of the  
(has or has not)

Commonwealth on N/A (attach copy of stamped registration form)  
(date)

3. 20 Park Avenue N/A  
(Business Street Address) (P.O. Box, if any)

Rockledge PA 19111 (215) 742-4178  
City State Zip Telephone

4. Applicant's attorney (for this application) is:  
Raymond A. Thistle, Jr. 206B Benson East, 100 Old York Road  
Jenkintown, PA 19046 (215) 576-0131  
(Name) (Address) (Telephone)

5. Any notice, process or order of the PUC should be served upon: Raymond A. Thistle, Jr. (Same as above)  
(Name) (Address) **DOCUMENT FOLDER** **DOCKETED APPLICATION DOCKET**  
**MAY 2 1988**

6. Applicant does not hold Pa. PUC authority under Docket  
(does or does not) ENTRY No. mw

Number N/A and operates as a N/A carrier.  
(common or contract)

7. Applicant does hold Interstate Commerce Commission authority  
does or does not **APPL** **COMPL**

at Docket No. MC-161715 Sub 1

**MVIC**

**BEGINNING**

CHECKED BY mw

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 Pa and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on N/A (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.

Thomas M. Murphy, a 1/3rd equal owner of applicant herein is a copartner with his brother in Thomas M. Murphy and James J. Murphy, copartners, t/d/b/a Murphy Brothers - Docket A-86903.

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 desires to exit from the motor carrier business and Transferee desires to enter into such business.

12. The total amount of consideration to be paid is \$ 700.00 and was determined as follows: arms-length negotiations

and will be paid as follows: \$700.00 Cash was paid in full on February 4, 1988.

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) Attached

Partnership Agreement. N/A

Trade Name registration certificate. N/A

Certificate of Incorporation or Authority. Attached

Statement of corporate charter purpose. Part of Articles of Incorporation - Attached

List of corporate officers and stockholders. Attached

List of equipment to be used to render service. (summarize by type) Attached

Operating authority to be transferred/retained. Attached to Agreement

Equipment and other property to be transferred. (Schedules "A" & "B") N/A

Statement of Financial Condition (Schedule "C") Attached

Bilateral contract(s), if transferring contract carrier rights. N/A

Statement of unpaid business debts of transferor and how they will be satisfied. Attached

Copy of short form certificate showing date of death of transferor and name of executor/trix. N/A

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.

Transferee sign here:

MURPHY'S HAULING SERVICE, INC. (Corporate Seal)

(Corporate Seal)

(each partner must sign)

(Date)

Executed and subscribed before me  
this 26th day of March, 1988

By Cecilia M. Murphy March 26, 1988  
Cecilia M. Murphy, President

Transferor sign here:

ZOOMER TRUCKING, LTD.

(Corporate Seal)

By Sharon Gimpel March 24, 1988  
Sharon Gimpel, President

NICHOLAS HEARNE  
Rockledge Boro, Montgomery Co.  
My Commission Expires January 1, 1991

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)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
MONTGOMERY \_\_\_\_\_ County :

Cecelia M. Murphy, being duly sworn (affirmed) according to law, deposes and says that she is President of Murphy's Hauling Service, Inc. (Office of Affiant); that she 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 ~~her~~ knowledge, information and belief and that she expects the said Murphy's Hauling Service, Inc. (Name of Corporation)

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

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 19 88

MURPHY'S HAULING SERVICE, INC.

*Nicolaus F. Adams*  
NICOLAUS F. ADAMS  
Notary Public, Montgomery Co.  
My Commission Expires January 1, 1991

By Cecelia M. Murphy  
Signature of Affiant  
Cecelia M. Murphy, President

Sworn and subscribed before me this \_\_\_\_\_  
day of March 19 88  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Official Administering Oath

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

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
BUCKS \_\_\_\_\_ County :

Sharon Gimpel \_\_\_\_\_, being duly sworn (affirmed) according to law, deposes and says that she is President of Zoomer Trucking, Ltd. (Office of Affiant)

\_\_\_\_\_; that she 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 <sup>her</sup> ~~his~~ knowledge, information and belief and that she expects the said Zoomer Trucking, Ltd. (Name of Corporation)

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

ZOOMER TRUCKING, LTD.

By [Signature]  
Signature of Affiant  
Sharon Gimpel, President

Sworn and subscribed before me this 29  
day of March 19 88  
My Commission Expires \_\_\_\_\_

WALTER S. ROBERTS, JR., NOTARY PUBLIC  
CHADDLETON TWP., BUCKS COUNTY  
BY COMMISSION EXPIRES MARCH 30, 1989  
Notary Public and Secretary of Notaries

[Signature]  
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)									
					N O N E										
Total columns 10 to 16 inclusive															

State 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)
Total columns C to G inclusive						

State who is to assume encumbrance and how it will be satisfied \_\_\_\_\_

SCHEDULE "C"

STATEMENT OF FINANCIAL CONDITION

ASSETS

Motor vehicle equipment	\$	<u>119,564</u>
Buildings and structures	\$	<u>          </u>
Other property	\$	<u>          </u>
Cash	\$	<u>5633</u>
Accounts receivable	\$	<u>          </u>
Notes receivable	\$	<u>          </u>
Materials and supplies	\$	<u>          </u>
Other assets (attach schedule) <i>Prepayments</i>	\$	<u>11782</u>
Total Assets	\$	<u>136979</u>

LIABILITIES

Mortgages payable	\$	<u>          </u>
Equipment obligations	\$	<u>          </u>
Accounts payable	\$	<u>8149</u>
Notes payable	\$	<u>31748</u>
Other liabilities (attach schedule) <i>Accrued interest</i>	\$	<u>1376</u>
Reserve for depreciation - motor vehicles	\$	<u>74913</u>
Reserve for depreciation - buildings & structures	\$	<u>          </u>
Reserve for depreciation - other	\$	<u>          </u>
Net worth (individual or partnership)	\$	<u>          </u>
Capital stock (corporations only)	\$	<u>2000</u>
Surplus (corporations only)	\$	<u>18793</u>
Total liabilities	\$	<u>136979</u>

AGREEMENT

This Agreement is entered into by and between Zoomer Trucking, Ltd., hereinafter referred to as Transferor and Murphy's Hauling Service, Inc., hereinafter referred to as Transferee, this 24 day of March, 1988.

WHEREAS, Transferor is a certificated common carrier by motor vehicle of property, authorized by the Pennsylvania Public Utility Commission (PA PUC) to perform transportation for hire at Docket A-00104234; and

WHEREAS, Transferee is a corporation which desires to begin Pennsylvania intrastate transportation operations; and

WHEREAS, Transferor is desirous of selling and Transferee is desirous of purchasing the PA PUC authority of Transferor:

WHEREFORE, the parties hereto, intending to be legally bound hereby, and in consideration of their mutual covenants and agreements, hereby agree as follows:

1. (a) Transferor agrees to sell and transfer and Transferee agrees to purchase and receive the PA PUC authority of Transferor issued to it at Docket A-00104234. A copy of Transferor's total PA PUC authority is attached hereto as Exhibit A.

(b) The parties hereto acknowledge that they have read Exhibit A which forms a part hereof, understand the same and accept it as an integral part of this Agreement.

(c) No other property is the subject of this Agreement.

2. The total consideration or purchase price paid by Transferee to Transferor for the sale and transfer of the aforementioned portion of the PA PUC authority is Seven Hundred Dollars (\$700.00).

3. The total consideration was paid and received by Transferor on February 4, 1988.

4. This Agreement and the transfer of the subject authority is conditioned upon the prior approval of the PA PUC of an application for transfer to be filed with said Commission.

5. Approval as used in this Agreement shall mean consent of the PA PUC of the application filed before such regulatory agency for transfer of the herein subject property from Transferor to Transferee, without any deletions and without any restrictions in the scope of authority or territory not now existing.

6. Consummation as used in this Agreement shall mean that date, after approval of the PA PUC as hereinbefore defined, that all monies due are paid over to Transferor and the latter executes any tariff adoption notice, if necessary.

7. Consummation shall take place within thirty (30) days after receipt by counsel for Transferee of approval by the PA PUC of the transfer application and receipt by him of the Commission's tariff compliance instructions. The place of consummation shall be at said counsel's office, by mail or at any place mutually agreed upon by the parties.

8. It is understood and agreed that if the PA PUC shall fail to approve the transfer application filed before it, without willful action or neglect of Transferee, then all monies paid shall be returned to Transferee by the Transferor without any deductions.

9. It is understood and agreed that if the PA PUC approves the transfer application (as defined) and after notice the Transferee shall fail to consummate the transaction within the time specified, then consideration paid shall be forfeited to Transferor in full satisfaction of said breach.

10. It is acknowledged by both parties that the PA PUC authority here involved is unique and that money damages at law are inadequate. Therefore, Transferor agrees that if after approval of the transfer by the PA PUC and compliance by

Transferee of its obligations under this Agreement, Transferor fails to consummate this Agreement or otherwise breaches it, Transferor hereby gives consent to an action in equity of specific performance.

11. Transferor warrants and represents that there are no encumbrances or liens against the PA PUC authority herein proposed to be transferred nor will there be at the time of consummation; that there are no pending actions or proceedings which would jeopardize the aforesaid authority nor will there be at the time of consummation.

12. Transferee agrees that it will bear the financial obligation of the preparation of this Agreement between the parties; the preparation, filing and prosecution of the application before the PA PUC and the consummation of the transaction. Transferee agrees to proceed promptly in the preparation, filing and prosecution of the application before the PA PUC.

13. Transferor agrees that it will fully cooperate in furnishing necessary information for the preparation of the Agreement and Application and will attend and furnish information pertaining to it at any hearing required and execute all necessary documents to fulfil the intent of this Agreement, all at its own expense.

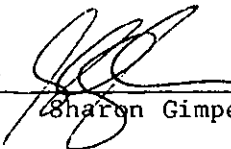
14. The PA PUC assessment against motor carriers is paid a year in advance for the period July 1 to June 30. Therefore, any assessment paid or due shall be apportioned between Transferor and Transferee for the year beginning July 1 to June 30 as of the date of consummation under permanent authority, and shall be paid at such time. Thereafter, any assessment shall be paid by Transferee.

15. All parties will perform their respective obligations within a reasonable time to effectuate the intent of this Agreement.

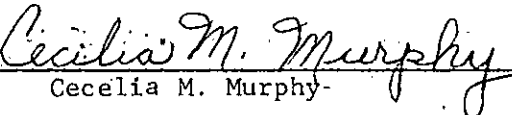
16. Having been agreed to and made in the Commonwealth of Pennsylvania, this Agreement shall be interpreted in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed the day and year aforesaid.

ZOOMER TRUCKING, LTD., Transferor

By  \_\_\_\_\_ President  
Sharon Gimpel Title

MURPHY'S HAULING SERVICE, INC., Transferee

By  \_\_\_\_\_ President  
Cecelia M. Murphy Title

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held November 19, 1982

Commissioners Present:

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

Application of Zoomer Trucking, Ltd.,  
for approval of the transfer to it of  
all of the operating rights held by  
Anna Marie Ottaviano at A-00101886.

A-00104234

O R D E R

BY THE COMMISSION:

By application docketed August 10, 1982, Zoomer Trucking, Ltd., a corporation of the Commonwealth of Pennsylvania, seeks approval of the transfer to it of all the rights granted to Anna Marie Ottaviano, under the certificate issued at A-00101886.

We find the applicant to be fit to hold a certificate of public convenience and that approval of the application is necessary and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of rights held by Anna Marie Ottaviano at A-00101886 be approved and that a certificate be issued to the applicant granting the following rights:

1. To transport, as a Class B carrier, property (excluding household goods, in use, new and used furniture and perishable fruits and vegetables) between points in the city of Philadelphia, Philadelphia County.
2. To transport, as a Class D carrier, machinery, machinery parts, forgings, castings assemblies and work in process, for Peter J. Salmon Company, Inc., from its plant in the village of Glenside, Abington Township, Montgomery County, to points in the city and county of Philadelphia and within ten (10) miles of the limits of said city and county, and vice versa.

3. To transport, as a Class D carrier, machinery, machinery parts, forgings, castings, assemblies, work in progress, and materials used or useful in the manufacture of the foregoing items, for Gimpel Machine Works, Inc., from its plant in the borough of Langhorne, Bucks County, to points within the city and county of Philadelphia and within an airline distance of fifteen (15) statute miles of the limits of said city and county, and vice versa.
4. To transport, as a Class D carrier, machinery parts, forgings and castings, for Gimpel Machine Works, Inc., from its plant in the borough of Langhorne, Bucks County, to points in the counties of Bucks, Berks, Chester, Delaware, Lancaster, Lebanon and Montgomery, and vice versa;

with rights no. 2, 3 and 4 above subject to the following condition:

That the service herein authorized is restricted to that wherein the request for service and the pickup and delivery are made in the same calendar day.

with all of the above rights further subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the operating authority granted herein or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.

4. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.
5. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(3) of Title 66, PA C.S.A.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

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 upon compliance with this order, the rights granted the transferor Anna Marie Ottaviano at A-00101886 be cancelled and the record be marked closed.

BY THE COMMISSION,

Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: November 19, 1982

ORDER ENTERED: DEC 2 1982

8576 322

# 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

MURPHY'S HAULING SERVICE, INC.

**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 18th day  
of October in the year of our  
Lord one thousand nine hundred and eighty-five  
and of the Commonwealth the two hundred tenth



ACTING

Secretary of the Commonwealth

**ARTICLES OF INCORPORATION**

COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF STATE - CORPORATION BUREAU  
 308 NORTH OFFICE BUILDING, HARRISBURG, PA 17120

PLEASE INDICATE (CHECK ONE) TYPE CORPORATION:

- DOMESTIC BUSINESS CORPORATION
- DOMESTIC BUSINESS CORPORATION  
A CLOSE CORPORATION - COMPLETE BACK
- DOMESTIC PROFESSIONAL CORPORATION  
ENTER BOARD LICENSE NO.

FEE  
\$75.00

010 NAME OF CORPORATION (MUST CONTAIN A CORPORATE INDICATOR UNLESS EXEMPT UNDER 15 P.S. 2908 B)

**MURPHY'S HAULING SERVICE, INC.**

011 ADDRESS OF REGISTERED OFFICE IN PENNSYLVANIA (P.O. BOX NUMBER NOT ACCEPTABLE)

8459 Verree Road

012 CITY

Philadelphia,

033 COUNTY

Philadelphia,

013 STATE

PA

064 ZIP CODE

19111

050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION

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

To have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be incorporated under said Business Corporation Law, including, but not limited to, manufacturing, processing, owning, using and dealing in personal property of every class and description, engaging in research and development, furnishing services, and acquiring, owning, using and disposing of real property of any nature whatsoever.

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

The Aggregate Number of Shares, Classes of Shares and Par Value of Shares Which the Corporation Shall Have Authority to Issue:

040 Number and Class of Shares	041 Stated Par Value Per Share If Any	042 Total Authorized Capital	031 Term of Existence
5,000	\$1.00 Par	\$5,000.00	Perpetual

The Name and Address of Each Incorporator, and the Number and Class of Shares Subscribed to by Each Incorporator

060 Name	061, 062, 063, 064 Address (Street, City, State, Zip Code)	Number & Class of Shares
R.W. Worthington	105 N. Watts St. Philadelphia, PA 19107	1
(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)		

IN TESTIMONY WHEREOF, THE INCORPORATOR(S) HAS (HAVE) SIGNED AND SEALED THE ARTICLES OF INCORPORATION THIS 16th DAY OF October 1985

*R.W. Worthington*  
 R.W. Worthington

- FOR OFFICE USE ONLY -

030 FILED OCT 18 1985 <i>[Signature]</i>	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 MICROFILM NUMBER 891062
	REVIEWED BY	004 SIC	AMOUNT	001 CORPORATION NUMBER
	DATE APPROVED		\$	
	DATE REJECTED	CERTIFY TO	INPUT BY <i>[Signature]</i>	LOG IN
	MAILED BY DATE	<input type="checkbox"/> REV. <input type="checkbox"/> L & I <input type="checkbox"/> OTHER	VERIFIED BY <i>[Signature]</i> 10/23	LOG IN (REFILE)
				LOG OUT
				LOG OUT (REFILE)

**ACTING** Secretary of the Commonwealth  
 Department of State  
 Commonwealth of Pennsylvania

MURPHY'S HAULING SERVICE, INC.

<u>Officers</u>		<u>Stockholders</u>
		<u>No. of Shares</u>
Cecelia M. Murphy 20 Park Avenue Rockledge, PA 19111	President	500
Richard J. Murphy (Same as above)	Vice-President	500
Thomas M. Murphy (Same as above)	Vice-President	500
Katherine K. Kuczborski	Treas.-Sec.	

\$5000.00 authorized capital; 5000 share, \$1.00 par.

Application of Murphy's Hauling Service, Inc.

LIST OF EQUIPMENT TO  
BE USED TO RENDER SERVICE

4 Straight Trucks -	One 20' Van
	One 18' Van
	One 21' Stake Body
	One 10' Stake Body
2 Semi-Trailers, closed 40' van	
2 Tractors	

Application of Murphy's Hauling Service, Inc.

STATEMENT OF UNPAID BUSINESS DEBTS OF  
TRANSFEROR AND HOW THEY WILL BE SATISFIED

The Transferor will have no unpaid business debts as a result of  
and at the time of consummation of this transaction.

May 13, 1988

IN REPLY PLEASE  
REFER TO OUR FILE

Raymond A. Thistle, Jr.  
Attorney at Law  
206B Benson East  
100 Old York Road  
Jenkintown, PA 19046

In re: A-00108106 - Application of Murphy's Hauling Service, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Murphy's Hauling Service, Inc. for the rights of Zoomer Trucking, Ltd.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before June 6, 1988. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Zoomer Trucking, Ltd. 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.

You are further advised that the above application will be published in the Pennsylvania Bulletin of May 14, 1988.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:11

cc: Applicant  
20 Park Avenue  
Rockledge, PA 19111

DOCUMENT  
FOLDER

<b>DOCKETED</b> APPLICATION DOCKET MAY 13 1988 ENTRY No. <u>        </u>
---

A-00108106 MURPHY'S HAULING SERVICE, INC. (20 Park Avenue, Rockledge, Montgomery County, PA 19111), a corporation of the Commonwealth of Pennsylvania - (1) as a Class B carrier, property (excluding household goods, in use, new and used furniture and perishable fruits and vegetables) between points in the city of Philadelphia, Philadelphia County; (2) as a Class D carrier, machinery, machinery parts, forgings, castings assemblies and work in process, for Peter J. Salmon Company, Inc., from its plant in the village of Glenside, Abington Township, Montgomery County, to points in the city and county of Philadelphia and within ten (10) miles of the limits of said city and county, and vice versa; (3) machinery, machinery parts, forgings, castings, assemblies, work in progress, and materials used or useful in the manufacture of the foregoing items, for Gimpel Machine Works, Inc., from its plant in the borough of Langhorne, Bucks County, to points within the city and county of Philadelphia and within an airline distance of fifteen (15) statute miles of the limits of said city and county, and vice versa; and (4) machinery parts, forgings and castings, for Gimpel Machine Works, Inc., from its plant in the borough of Langhorne, Bucks County, to points in the counties of Bucks, Berks, Chester, Delaware, Lancaster, Lebanon and Montgomery, and vice versa; with Right Nos. 2, 3 and 4 subject to the following condition: That the service herein authorized is restricted to that wherein the request for service and the pick-up and delivery are made in the same calendar day; which is to be a transfer of the rights authorized under the certificate issued at A-00104234 to Zoomer Trucking, Ltd., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. Attorney: Raymond A. Thistle, Jr., 206B Benson East, 100 Old York Road, Jenkintown, PA 19046.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_ SERVICE MAY 14 1988

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
MAY 1988

A-00108106

Application of Murphy's Hauling Service, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, (1) as a Class B carrier, property (excluding household goods, in use, new and used furniture and perishable fruits and vegetables) between points in the city of Philadelphia, Philadelphia County; (2) as a Class D carrier, machinery, machinery parts, forgings, castings assemblies and work in process, for Peter J. Salmon Company, Inc., from its plant in the village of Glenside, Abington Township, Montgomery County, to points in the city and county of Philadelphia and within ten (10) miles of the limits of said city and county, and vice versa; (3) machinery, machinery parts, forgings, castings, assemblies, work in progress, and materials used or useful in the manufacture of the foregoing items, for Gimpel Machine Works, Inc., from its plant in the borough of Langhorne, Bucks County, to points within the city and county of Philadelphia and within an airline distance of fifteen (15) statute miles of the limits of said city and county, and vice versa; and (4) machinery parts, forgings and castings, for Gimpel Machine Works, Inc., from its plant in the borough of Langhorne, Bucks County, to points in the counties of Bucks, Berks, Chester, Delaware, Lancaster, Lebanon and Montgomery, and vice versa; with Right Nos. 2, 3 and 4 subject to the following condition: That the service herein authorized is restricted to that wherein the request for service and the pick-up and delivery are made in the same calendar day; which is to be a transfer of the rights authorized under the certificate issued at A-00104234 to Zoomer Trucking, Ltd., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

MW:11  
5/3/88

Application received: 4/11/88  
Application docketed: 5/2/88

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
MAY 13 1988  
ENTRY No.     

NA

JUN - 6 1988

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.

Murphy's Hauling Service, Incc  
20 Park Ave.  
Rockledge, PA 19111

Date May 24, 1988

CR 128556 A

PAID  
MAY 25 1988

DOCKETED  
MAY 25 1988

in re application of Murphy's Hauling Service, Inc.  
A-00108106.....\$125.00

Revenue account 001780-017601-102 (ck)

ck 829 Checks \$125.00 Currency \_\_\_\_\_

Utility account 50:26

G. Joseph Meisinger  
For Department of Revenue