

**RUBIN, QUINN & MOSS**

ATTORNEYS AT LAW

1800 PENN MUTUAL TOWER

510 WALNUT STREET  
PHILADELPHIA, PA. 19106

(215) 925-8300

ALEXANDER N. RUBIN, JR.	WILLIAM P. QUINN
JERROLD V. MOSS	MALCOLM L. LAZIN*
JAMES W. PATTERSON	TERENCE K. HEANEY
DENIS JAMES LAWLER	ROBERT P. STYLE
ROBERT SZWAJKOS	ROBERT LAPOWSKY**
THOMAS J. ERICSON	DON P. FOSTER
ALBERT R. RIVIEZZO	MARC L. HECHT***
JOHN R. KENNEL †	ERIC M. HOCKY
MARY ELLEN O'LAUGHLIN	EDWARD L. CIEMNIECKI**
DAVID F. JONES	PETER C. CILIO
ELLEN G. CASEY	VICKIE E. LEDUC

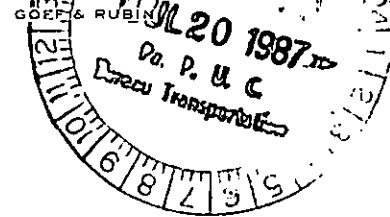
KING OF PRUSSIA OFFICE  
216 GODDARD BOULEVARD  
SUITE I  
GENERAL WASHINGTON BUILDING  
KING OF PRUSSIA, PA 19406  
(215) 337-4080

JENKINTOWN OFFICE  
SUITE 421  
BENJAMIN FOX PAVILION  
JENKINTOWN, PA 19046  
(215) 884-4600

NEW JERSEY OFFICE  
321 SENTRY OFFICE PLAZA  
216 HADDON AVENUE  
WESTMONT, NJ 08108  
(609) 858-5370

\*ALSO ADMITTED TO D. C. BAR  
\*\*ALSO ADMITTED TO N. J. BAR  
†ALSO ADMITTED TO N. Y. BAR

OF COUNSEL  
RICHARD M. IMPERATORE  
NICHOLAS J. SCAFIDI  
ROBERT B. EINHORN†



July 15, 1987

A-107697

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

**RECEIVED**  
JUL 20 1987  
SECRETARY'S OFFICE  
Public Utility Commission

**RE: R.P. Blair Equipment Rental, Inc.**  
— Purchase —  
Rubin P. Blair, Jr.

Dear Secretary Rich:

Enclosed please find the original and two (2) copies of the application of R.P. Blair Equipment Rental, Inc. seeking Commission approval of its purchase of all of the Pennsylvania intrastate operating authority presently held by Rubin P. Blair, Jr.

Also enclosed is applicant's check in the amount of \$125, made payable to the Commonwealth of Pennsylvania, in payment of the applicable filing fee.

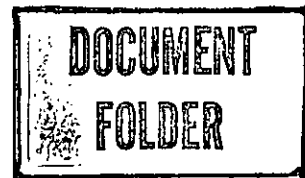
If any further information is required in connection with the enclosed application, please do not hesitate to contact the undersigned.

Very truly yours,

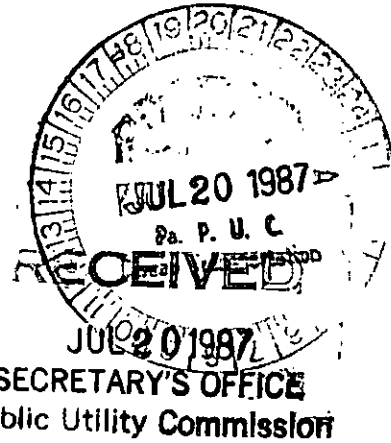
EDWARD L. CIEMNIECKI

ELC/wwh

cc: Rubin P. Blair, Jr.



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 R.P. BLAIR EQUIPMENT RENTAL INC.  
(Applicant/Transferee)

for approval of the transfer and to exercise the right  
as a common carrier, described at Docket  
common-contract

No. A-99574, Folder No. \_\_\_\_\_, issued to

Rubin P. Blair, Jr.  
Transferor

for transportation of property  
persons-property

PUC Use Only	
Docket No.	<u>A-107697</u>
Folder No.	_____

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. R.P. BLAIR EQUIPMENT RENTAL INC.  
(Full and correct name of applicant/transferee)

2. \_\_\_\_\_  
(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)

3. 1956 Stout Drive  
(Business Street Address) (P.O. Box, if any)

Ivyland PA 18974 (215) 674-5906  
City State Zip Telephone

4. Applicant's attorney (for this application) is:  
1800 Penn Mutual Tower, 510 Walnut Street  
James W. Patterson Philadelphia, PA 19106 (215) 925-8300  
(Name) (Address) (Telephone)

5. Any notice, process or order of the PUC should be served upon:  
1800 Penn Mutual Tower, 510 Walnut Street  
James W. Patterson Philadelphia, PA 19106 (215) 925-8300  
(Name) (Address)

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

Number \_\_\_\_\_ and operates as a \_\_\_\_\_ carrier.  
(common or contract)

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

Docket No. \_\_\_\_\_

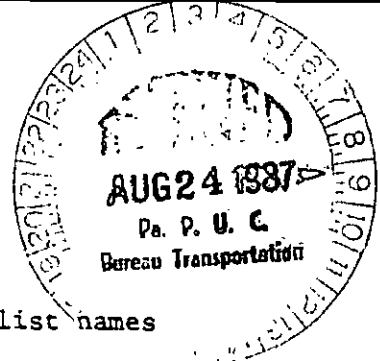
**BEGINNING**

APPL: \_\_\_\_\_  
COMPL: \_\_\_\_\_  
MVIC: \_\_\_\_\_  
CHECKED BY mw

**DOCKETED**  
APPLICATION DOCKET  
AUG 25 1987  
ENTRY No. mw

**DOCUMENT  
FOLDER**

ORIGINAL



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 6-07-85 (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.

Neither applicant nor its stockholders are in control of or affiliated with any other carrier.

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 Rubin P. Blair, Jr. has provided service for years as an individual proprietorship. The applicant is a corporation formed by Mr. Blair for several reasons including tax and liability considerations and to allow perpetual existence.

12. The total amount of consideration to be paid is \$ 100.00 and was determined as follows: As a result in a change in the form of the business.

and will be paid as follows: \$10.00 downpayment; \$90.00 at Closing following Commission approval of transaction.

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) Exhibit 1.
- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation or Authority. Exhibit 2.
- Statement of corporate charter purpose. Exhibit 2.
- List of corporate officers and stockholders. Exhibit 3.
- List of equipment to be used to render service. (summarize by type) Exhibit 4.
- Operating authority to be transferred/retained. Exhibit 5.
- Equipment and other property to be transferred. (Schedules "A" & "B")
- Statement of Financial Condition (Schedule "C") Exhibit 6.
- Bilateral contract(s), if transferring contract carrier rights.
- Statement of unpaid business debts of transferor and how they will be satisfied. Exhibit 7.
- 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.

Transferee sign here:  
(Corporate Seal)

Rubin P. Blair, Jr.

6/25/87  
(Date)

Rubin P. Blair, Jr.

Transferor sign here:  
(Corporate Seal)

Rubin P. Blair, Jr.

Rubin P. Blair, Jr.

**AFFIDAVIT OF TRANSFEROR (INDIVIDUAL)**

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF BUCKS ) SS:

RUBIN P. BLAIR, JR., being duly sworn according to law, deposes and says that the facts above set forth are true and correct to the best of his information, knowledge and belief and he expects to be able to prove the same at the hearing hereof.

Rubin P Blair  
Signature of Affiant

SWORN AND SUBSCRIBED TO before me  
this 2 day of July, 1987.

My commission expires:

JOAN MAZZAFRO SCHULTZ  
Notary Public, Warminster Twp., Bucks Co.  
My Commission Expires July 16, 1990

Joan Mazzafrro Schultz  
Signature of Official Administering Oath

**AFFIDAVIT OF TRANSFEREE (CORPORATION)**

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF BUCKS ) SS:

RUBIN P. BLAIR, JR., being duly sworn according to law, deposes and says that he is President of R. P. Blair EQUIPMENT RENTAL, INC.; that he is authorized to and does make this affidavit for it; that the facts above set forth are true and correct to the best of his information, knowledge and belief and expects R. P. Blair EQUIPMENT RENTAL, INC. to be able to prove the same at the hearing hereof.

Rubin P Blair  
Signature of Affiant

SWORN AND SUBSCRIBED TO before me  
this 2 day of July, 1987.

My commission expires:

JOAN MAZZAFRO SCHULTZ  
Notary Public, Warminster Twp., Bucks Co.  
My Commission Expires July 16, 1990

Joan Mazzafrro Schultz  
Signature of Official Administering Oath



# ORIGINAL

## AGREEMENT OF SALE

THIS AGREEMENT entered into by R.P. Blair Equipment Rental, Inc., a Pennsylvania corporation (hereafter called "Purchaser"), and Rubin P. Blair, Jr. of Ivyland, Pennsylvania (hereafter called "Seller"), this 14<sup>th</sup> day of August, 1987.

### WITNESSETH:

WHEREAS, Seller holds motor common carrier operating authority issued by the Pennsylvania Public Utility Commission at Docket No. A-99574; and

WHEREAS, Seller desires to sell said operating authority to Purchaser; and

WHEREAS, Purchaser desires to acquire same,

NOW, THEREFORE, the parties intending to be legally bound hereby, covenant and agree as follows:

#### I. PROPERTY TO BE SOLD AND PURCHASED

1.1 Upon the terms and conditions stated hereinafter, Seller agrees to sell and Purchaser agrees to buy from Seller, the Pennsylvania Public Utility Commission common carrier Operating Authority issued to Seller at Docket No. A-99574, a copy of which is attached to this Agreement of Sale as Exhibit I (hereafter called the "Operating Authority").

#### II. PURCHASE PRICE AND PAYMENT

2.1 The total consideration for the sale and transfer of the Operating Authority shall be One Hundred Dollars (\$100), payable to Seller in the following manner:

a. Ten Dollars (\$10) paid at the time of execution of this

Agreement, the receipt of which, by his execution hereof,  
Seller acknowledges; and

b. Ninety Dollars (\$90) paid at "Closing," as herein defined.

III. JURISDICTION OF REGULATORY BODIES; APPLICATIONS;

3.1 Seller and Purchaser understand and agree that the transaction hereby contemplated is subject to the jurisdiction of the Pennsylvania Public Utility Commission (the "Commission").

3.2 The parties shall promptly cause appropriate applications and other necessary documents to be prepared, filed and diligently prosecuted in order to secure such authorizations as are required by law or by the Commission to permit the consummation of the transaction contemplated by this Agreement.

3.3 The parties further agree to furnish and sign all other documents, statistics and papers necessary or advisable to secure such approval and to attend and, if called, to testify, at any proceeding scheduled by the Commission.

IV. CLOSING AND CLOSING DATE

4.1 The event at which the sale and purchase of the Assets shall be consummated is the "Closing". Closing shall take place at the offices of Rubin, Quinn & Moss, 1800 Penn Mutual Tower, 510 Walnut Street, Philadelphia, Pennsylvania, or at any other location mutually agreed upon by Purchaser and Seller, on a date selected by Purchaser within thirty (30) days following the date of service of the Order issued by the Commission approving the transaction; Provided, if any party in opposition to the transaction participates in the proceeding before the Commission, Closing shall occur within fifteen (15) days

following the date upon which the last Commission Order becomes administratively final <sup>1/</sup>; and further Provided, if Purchaser fails to select a Closing date within the above-described time period, Closing shall be held on the 20th day following the date of administrative finality, not a legal holiday under the laws of Pennsylvania and, if a legal holiday, on the next succeeding business day, not a Saturday, at 2:00 p.m.

V. EVENTS AT CLOSING

- 5.1 At Closing, Seller shall deliver to Purchaser a Bill of Sale evidencing the sale and transfer of the Operating Authority to Purchaser, free and clear of all liens and encumbrances.
- 5.2 At Closing, Purchaser shall, unless earlier paid, deliver to Seller, Purchaser's check, properly executed, payable to Seller in the amount of Ninety Dollars (\$90).

VI. CONDITIONS TO CLOSING

- 6.1 The obligation of the Purchaser to consummate the transaction is contingent upon:
- a. The issuance of a Commission Order authorizing and approving the transaction contemplated by this Agreement, without the imposition of conditions which

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<sup>1/</sup> The terms "administrative finality" and "administratively final" as used in this Agreement refer to an Order which has, by its own terms, become effective and with respect to which (a) no Petitions for Reconsideration or Rehearing are pending as provided for in the Rules of Practice of the Pennsylvania Public Utility Commission, and (b) no appeals or suits for judicial review, for injunction, or for other judicial or administrative relief are pending or known to be threatened.

materially affect either the commodity or territorial scope of the Operating Authority.

- b. The material truth and accuracy of Seller's warranties and covenants, as set forth herein, as of the date of this Agreement and as of the date of Closing.
- c. The tender by Seller at Closing of a Bill of Sale, properly executed, as set forth in paragraph 5.1 hereinabove.

6.2 The obligation of Seller to consummate the transaction is contingent upon:

- a. The issuance of a Commission Order authorizing and approving the transaction contemplated by this Agreement.
- b. The material truth and accuracy of Purchaser's warranties and covenants, as set forth herein, as of the date of this Agreement and as of the date of closing.
- c. Purchaser's tender of its check at Closing in the amount of Ninety Dollars (\$90).

## VII. TERMINATION

7.1 Should the Commission issue an Order denying approval of the transfer contemplated by this Agreement, this Agreement shall be automatically terminated as of the day following the day upon which such Order becomes administratively final and, following such termination, neither party shall be further obligated to the other or to any third party on account of this Agreement. Provided, either party hereto at its own expense may take such action as it deems appropriate to cause reconsideration or reversal of any such denial or to appeal same.

- 7.2 Either party hereto shall have the option to terminate this Agreement for cause, in the event the representations, warranties or covenants of the other party fail of fruition or are violated. Such option may be exercised only in writing specifying the cause thereof, mailed or delivered to the party whose representations, warranties or covenants are alleged to have failed of fruition or been violated, within fifteen (15) days of the day upon which the terminating party had knowledge of the said failure or violation.
- 7.3 In the event the Commission issues an Order approving the transfer of the Operating Authority to Purchaser but imposes conditions materially affecting either the commodity or territorial scope of the Operating Authority, the Purchaser shall have the option to terminate this Agreement. Such option may be exercised only in writing specifying the cause thereof, mailed or delivered to Seller within fifteen (15) days following the day upon which such Order becomes administratively final.
- 7.4 Should any dispute arise regarding whether there existed valid cause for termination, as set forth in paragraphs 7.2 and 7.3 hereinabove, the party receiving a notice of termination must, in writing, within ten (10) days of receiving notice, advise the terminating party that it disputes the cause for termination and demands that the question regarding the validity of the cause for termination be submitted to arbitration in accordance with Section XIII. hereinafter. Failing timely notice of dispute and demand for arbitration, the notice of termination shall be

effective as of the date of its mailing, or as of the date of its hand-delivery, as the case may be.

VIII. REPRESENTATIONS AND WARRANTIES

A. Seller

- 8.1 Seller has the power and authority, subject only to the approval of the Commission, to sell and dispose of the Operating Authority.
- 8.2 The Operating Authority is valid and subsisting, free of any threat of revocation and free and clear of all liens and encumbrances.
- 8.3 There is no litigation, or other proceeding pending or threatened before any court, regulatory agency or other authority to which Seller is a party or of which Seller has knowledge which will affect the transferability or validity of the Operating Authority or which threatens the imposition of liens or encumbrances thereupon or which is not adequately covered by insurance.
- 8.4 There are no bankruptcy, reorganization or liquidation proceedings instituted by or against seller.

B. Purchaser

- 8.5 Purchaser is a duly organized and validly existing corporation in good standing under the laws of the Commonwealth of Pennsylvania; Purchaser has the power and authority, subject only to the approval of the Commission, to purchase the Operating Authority and all necessary corporate action has been taken to authorize the signing of this Agreement and the Closing of the transaction contemplated hereby.

8.6 There are no bankruptcy, reorganization or liquidation proceedings instituted by or against Purchaser.

IX. COVENANTS

9.1 Seller shall take no action or engage in any activity from the date hereof until Closing or termination of the transaction hereby contemplated which will tend to impair or encumber the Operating Authority.

9.2 The Operating Authority shall remain valid and subsisting and free of any threat of revocation and free and clear of all liens and encumbrances until Closing.

9.3 Seller shall not institute proceedings to be adjudicated as bankrupt or insolvent or consent to the institution of bankruptcy or insolvency proceedings against it until Closing or within one hundred (100) days thereafter.

X. INDEMNIFICATION

10.1 Seller shall indemnify and hold Purchaser harmless against any and all claims, suits, or liabilities arising from the transfer of the Operating Authority herein contemplated and/or from events involving Seller, its agents or employees occurring prior to the date and time of Closing.

XI. ASSIGNABILITY, CONSTRUCTION AND NATURE OF AGREEMENT

11.1 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, shall not be assigned and is not assignable by either party hereto, and may be amended only by a writing signed by both parties hereto.

11.2 This Agreement and the Exhibit attached hereto contain the entire Agreement of the parties with respect to the sale and

purchase of the Operating Authority. All prior discussions, arrangements and undertakings are herein merged, and the Agreement of Sale entered into by Purchaser and Seller on June 29, 1987 is hereby specifically rescinded. There are no restrictions, warranties, covenants, or undertakings respecting the subject matter hereof, other than those expressly set forth herein.

## XII. NOTICES

12.1 Any Notice pursuant to this Agreement shall be deemed to have been sufficiently given if sent by registered or certified mail, postage prepaid, addressed as follows:

If to Seller, to:

Rubin P. Blair, Jr.  
1956 Stout Drive  
Ivyland, PA 18974

If to Purchaser, to:

R.P. Blair Equipment Rental, Inc.  
1956 Stout Drive  
Ivyland, PA 18974

## XIII. ARBITRATION

13.1 In the event the parties are unable to agree as to whether a proper cause for termination within the meaning of Section VII. of this Agreement has occurred or whether the Conditions to Closing set forth at Section VI. have been met, upon the written request of either party to the other, the question or questions shall be referred for decision to a panel of three (3) arbitrators, one chosen by each of the parties to this Agreement and the third chosen by the other two (2) arbitrators. The arbitrators shall finally determine the question or questions presented. The

decision of the arbitrators shall be reached by majority vote and shall be final. The fee of each arbitrator shall be Four Hundred Fifty Dollars (\$450) and shall be borne by the party requesting arbitration, or if they so agree, equally by each party.

XIV. MISCELLANEOUS

- 14.1 Purchaser shall be liable for all General and Special Assessments to the Pennsylvania Public Utility Commission attributable to revenues generated pursuant to the Operating Authority subsequent to Closing.
- 14.2 Unless otherwise expressly provided herein, the representations, warranties, covenants, indemnities and other agreements herein contained shall survive the Closing.
- 14.3 Without limitation of Purchaser's remedies, the Seller's obligations hereunder shall be subject to a decree for specific performance by any court having jurisdiction.
- 14.4 The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- 14.5 In the event that any provision of this Agreement is found to be void, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as though the void provision was deleted.
- 14.6 This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

14.7 Each party shall cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed and delivered as of the day and year first above written.

SELLER:

(SEAL)

RUBIN P. BLAIR, JR.

By: *Rubin P. Blair*  
Rubin P. Blair, Jr.

\_\_\_\_\_  
Attest

PURCHASER:

(SEAL)

R.P. BLAIR EQUIPMENT RENTAL,  
INC.

By: *Rubin P. Blair*  
Rubin P. Blair, Jr., President

\_\_\_\_\_  
Attest

# 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

R.P. BLAIR EQUIPMENT RENTALS, 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 7th day of June in the year of our Lord one thousand nine hundred and eighty-five and of the Commonwealth the two hundred ninth



*William R. Davis*  
Secretary of the Commonwealth

85431213

APPLICANT'S ACCT NO.

DSCB:BCL—204 (Rev. 8-72)

Filing Fee: \$75  
AIB-7

Articles of  
Incorporation—  
Domestic Business Corporation

(Line for numbering)

873341

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU

Filed this \_\_\_\_\_ day of  
JUN 07 1985  
Commonwealth of Pennsylvania  
Department of State

*William L. Davis*

Secretary of the Commonwealth

(Box for Certification)

In compliance with the requirements of section 204 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P. S. §1204) the undersigned, desiring to be incorporated as a business corporation, hereby certifies (certify) that:

1. The name of the corporation is:

R.P. BLAIR EQUIPMENT RENTALS, INC.

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

1447 Mearns Road

(NUMBER)

(STREET)

Ivyland,

(CITY)

Pennsylvania

18974

(ZIP CODE)

69

3. 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 or do any lawful act concerning any or all lawful business for which corporations may be incorporated under the provisions of the Pennsylvania 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:

1,000 Shares - Common - \$1.00 per share

85431214

6. 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
RUBIN P. BLAIR	1447 Mearns Road Ivyland, PA 18974	1 share common

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed and sealed these Articles of Incorporation this 3rd day of May, 19 85.

(SEAL)

*X Rubin P. Blair* (SEAL)

(SEAL)

INSTRUCTIONS FOR COMPLETION OF FORM:

- A. For general instructions relating to the incorporation of business corporations see 19 Pa. Code Ch. 35 (relating to business corporations generally). These instructions relate to such matters as corporate name, stated purposes, term of existence, authorized share structure and related authority of the board of directors, inclusion of names of first directors in the Articles of Incorporation, optional provisions on cumulative voting for election of directors, etc.
- B. One or more corporations or natural persons of full age may incorporate a business corporation.
- C. Optional provisions required or authorized by law may be added as Paragraphs 7, 8, 9 . . . etc.
- D. The following shall accompany this form:
  - 1) Three copies of Form DSCB:BCL—206 (Registry Statement Domestic or Foreign Business Corporation).
  - 2) Any necessary copies of Form DSCB:17.2 (Consent to Appropriation of Name) or Form DSCB:17.3 (Consent to Use of Similar Name).
  - 3) Any necessary governmental approvals.
- E. BCL §205 (15 Pa. S. §1205) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising should not be delivered to the Department but should be filed with the minutes of the corporation.

R.P. BLAIR EQUIPMENT RENTAL, INC.

Officers and Stockholders

Rubin P. Blair, Jr. is the sole officer and stockholder of R.P. Blair Equipment Rental, Inc.

R. P. BLAIR EQUIPMENT RENTAL, INC.

1956 STOUT DRIVE  
IVYLAND, PA 18974  
(215) 674-0659

Recent Equipment List

1972 Ford Six-Wheeler  
1973 International Ten-Wheeler  
1979 RD Mack Tri-Axle  
1979 DM Mack Tri-Axle  
1987 RD Mack Ten-Wheeler  
1985 RD " "  
1982 RD Mack Tri-Axle  
1984 " "  
1984 " "  
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1987 " "  
1987 " "  
1987 " "  
1987 " "  
1986 F-350 Ford Pick-up

COPY

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Public Meeting held March 15, 1976  
Harrisburg, PA 17120

COMMISSIONERS PRESENT:

Chairman Carter  
Commissioner Kelly  
Commissioner Bloom  
Commissioner O'Bannon  
Commissioner Johnson

Application Docket No. 99574 - Application of RUBIN P.  
BLAIR, JR.

REPORT AND ORDER  
APPROVING SERVICE AS A MOTOR CARRIER

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of RUBIN P. BLAIR, JR., dated December 12, 1975, to operate motor vehicles as a common carrier, and having been duly presented in accordance with the rules of the Commission, and full investigation of the matters and things involved having been had, and it appearing that the rights granted herein are in effect a transfer of the rights which have been held by RUBIN BLAIR (deceased), under reports, orders and certificates of public convenience issued at A. 35632, Folder 1 on September 7, 1937 and Folder 2 on December 5, 1938 and under reports and orders issued at Folder 3 on March 1, 1943 and Folder 4 on May 8, 1944 and the certificates of public convenience issued thereunder, which certificates will be subsequently cancelled, as of the date of this order upon compliance with the tariff and insurance requirements of the Commission by RUBIN P. BLAIR, JR., the Commission finds and determines that approval of the application limited to the following rights:

To transport, as a Class D carrier, sand and road and building construction materials between points not to exceed a distance of twenty-five (25) statute miles from point of origin to point of construction or disposal in the counties of Montgomery and Bucks. (Formerly A. 35632, F. 1)

To transport, baled wastepaper for Heinway Paper Company as a Class D carrier, from the city of Bethlehem, Northampton County, to the city of Philadelphia, excluding intermediate points. (Formerly A. 35632, F. 1)

To transport mushroom soil for Mascaro Brothers, as a Class D carrier, from points in the borough of Kennett Square, Chester County, to points within fifty (50) miles, by the usually traveled highways, of the limits of the said borough, and vice versa. (Formerly A. 35632, Folder 2)

To transport cast iron, pipe fittings and plumbing supplies for the Sanitary Company of America, as a Class D carrier, from plants in the borough of East Greenville, Montgomery County, and the village of Linfield, Montgomery County, to points within one-hundred (100) miles, by the usually traveled highways, of the limits thereof and vice versa. (Formerly A. 35632, F. 2)

To transport, as a Class B carrier, property between points within the boroughs of Ambler, Hatboro and Jenkintown and the villages of Elkins Park, Glenside, Oak Lane and Willow Grove, Montgomery County, and within five (5) miles by the usually traveled highways of the limits of each of the said boroughs and villages, including property moving under bills of lading for the Reading Company in collection and delivery service in the said area. (Formerly A. 35632, F. 3)

To transport, as a Class D carrier, lumber from the yard of William H. Lear and from railroad cars in the village of Willow Grove, Montgomery County, to points within an airline distance of sixty-five (65) miles of said village. (Formerly A. 35632, F. 4)

and subject to the following conditions is necessary or proper for the service, accommodation or convenience of the public:

FIRST: 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.

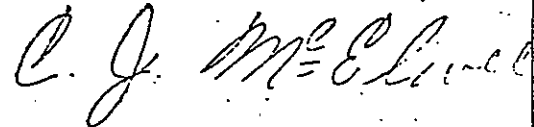
SECOND: That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.

THIRD: 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 revised General Order No. 29, effective July 1, 1939, or as may hereafter be revised, 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.

NOW, to wit, March 15, 1976, IT IS ORDERED: That upon compliance with the requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates, a certificate of public convenience issue evidencing the Commission's approval of the right to operate as above determined.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before thirty 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.

BY THE COMMISSION,



C. J. McElwee  
Secretary



Order Adopted: March 15, 1976  
Order Entered: March 23, 1976

R.P. BLAIR EQUIPMENT RENTALS, INC.

BALANCE SHEETS

APRIL 30, 1987 AND 1986

SEE ACCOUNTANT'S COMPILATION REPORT

ASSETS

	<u>1987</u>	<u>1986</u>
<b>Current Assets:</b>		
Cash in Bank.....	\$ 30,046	\$ 7,997
Accounts Receivable.....	86,802	56,898
Prepaid Expenses.....	1,515	960
Deposit on Capital Lease (Note 2).....	<u>5,600</u>	<u>-</u>
<b>Total Current Assets.....</b>	<b><u>123,963</u></b>	<b><u>65,855</u></b>
<b>Property and Equipment (Note 1):</b>		
Leasehold Improvements.....	21,328	5,833
Transportation Equipment.....	1,204,673	1,190,173
Machinery and Equipment.....	53,841	41,538
Office Equipment.....	<u>5,970</u>	<u>12,005</u>
	1,285,812	1,249,549
Less: Accumulated Depreciation.....	<u>672,825</u>	<u>433,323</u>
<b>Net Property and Equipment.....</b>	<b><u>612,987</u></b>	<b><u>816,226</u></b>
<b>Other Assets:</b>		
Security Deposits.....	4,077	4,077
Unamortized Organization Costs (Note 1).....	348	458
Unamortized Loan Costs (Note 1).....	<u>2,305</u>	<u>3,073</u>
<b>Total Other Assets.....</b>	<b><u>6,730</u></b>	<b><u>7,608</u></b>
<b>TOTAL ASSETS.....</b>	<b>\$743,680</b>	<b>\$889,689</b>
	=====	=====

Exhibit 6

The accompanying notes are an integral  
part of the financial statements.

(D)

LIABILITIES

	<u>1987</u>	<u>1986</u>
Current Liabilities:		
Current Portion of Long-Term Debt (Note 3).....	\$205,936	\$197,213
Loans Payable - Officer (Note 4).....	19,548	42,427
Accounts Payable.....	61,830	31,892
Accrued and Withheld Payroll Taxes.....	2,230	11,507
Accrued Salaries and Expenses.....	12,622	13,954
Accrued Corporate Taxes.....	<u>5,667</u>	<u>2,385</u>
Total Current Liabilities.....	<u>307,833</u>	<u>299,378</u>
Long-Term Debt (Note 3).....	<u>355,887</u>	<u>561,824</u>

SHAREHOLDER'S EQUITY

Capital Stock:		
Common \$1 Par Value; Authorized, Issued and Outstanding 1,000 Shares.....	1,000	1,000
Retained Earnings.....	<u>78,960</u>	<u>27,487</u>
Total Shareholder's Equity.....	<u>79,960</u>	<u>28,487</u>
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY.....	<u>\$743,680</u> =====	<u>\$889,689</u> =====

STATEMENT REGARDING UNPAID BUSINESS  
DEBTS OF TRANSFEROR

---

This matter involves a change in business form from a sole proprietorship to a corporation. Transferee will succeed to all of the assets and liabilities of Transferor's operation, and will satisfy those liabilities as they become due in the ordinary course of business.

**RUBIN, QUINN & MOSS**

ATTORNEYS AT LAW

1800 PENN MUTUAL TOWER

510 WALNUT STREET

PHILADELPHIA, PA. 19106

(215) 925-8300

ALEXANDER N. RUBIN, JR.  
JERROLD V. MOSS  
JAMES W. PATTERSON  
DENIS JAMES LAWLER  
ROBERT SZWAJKOS  
THOMAS J. ERICSON  
ALBERT R. RIVIEZZO  
JOHN R. KENNEL II  
MARY ELLEN O'LAUGHLIN  
DAVID F. JONES  
ELLEN G. CASEY

WILLIAM P. QUINN  
MALCOLM L. LAZIN\*  
TERENCE K. HEANEY  
ROBERT P. STYLE  
ROBERT LAPOWSKY\*\*  
DON P. FOSTER  
MARC L. HECHT\*\*\*  
ERIC M. HOCKY  
EDWARD L. CIEMNIECKI\*\*  
PETER C. CILIO  
VICKIE E. LEDUC

KING OF PRUSSIA OFFICE  
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GENERAL WASHINGTON BUILDING  
KING OF PRUSSIA, PA 19406  
(215) 337-4080

JENKINTOWN OFFICE  
SUITE 421  
BENJAMIN FOX PAVILION  
JENKINTOWN, PA 19046  
(215) 884-4600

NEW JERSEY OFFICE  
321 SENTRY OFFICE PLAZA  
216 HADDON AVENUE  
WESTMONT, N. J. 08108  
(609) 858-5370

OF COUNSEL  
RICHARD M. IMPERATORE  
NICHOLAS J. SCAFIDI  
ROBERT B. EINHORN

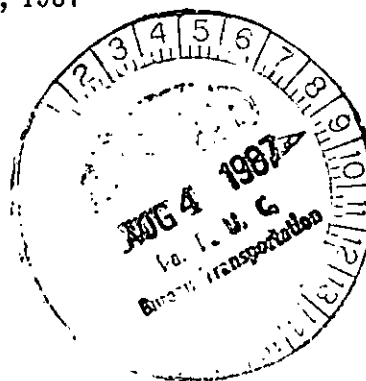
GOFF & RUBIN

\*ALSO ADMITTED TO D. C. BAR  
\*\*ALSO ADMITTED TO N. J. BAR  
\*\*\*ALSO ADMITTED TO N. Y. BAR

July 31, 1987

Frances A. Walkinshaw  
Application Section  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
North Office Building  
Harrisburg, PA 17120

A-107697



**RE: Rubin P. Blair Equipment Rental, Inc.**  
**— Purchase —**  
**Rubin P. Blair, Jr.**

Dear Ms. Walkinshaw:

This confirms our telephone conversation of Thursday, July 30, 1987 at which time I requested that you suspend processing of the above-captioned transfer application.

As soon as we determine whether changes in the Application and/or Agreement of Sale are necessary, we will advise you regarding our intention to further pursue this matter.

Very truly yours,

EDWARD L. CIEMNIECKI

ELC/wwh

**DOCUMENT  
FOLDER**

**RUBIN, QUINN & MOSS**

ATTORNEYS AT LAW

1800 PENN MUTUAL TOWER

510 WALNUT STREET

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OF COUNSEL  
RICHARD M. IMPERATORE  
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ROBERT B. EINHORN  
GOFF & RUBIN

Ms. Frances Walkinshaw  
Application Section  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17120

A-107697

**RE: Rubin P. Blair Equipment Rental, Inc.  
— Purchase —  
Rubin P. Blair, Jr.**

Dear Ms. Walkinshaw:

On July 31, 1987, I wrote you requesting that the processing of the above-captioned transfer application be suspended.

Enclosed please find the original and two (2) copies of a new Agreement of Sale covering the transaction between Rubin P. Blair Equipment Rental, Inc. and Rubin P. Blair, Jr. Also enclosed is the original and two (2) copies of a revised page 2, which changes the amount of the purchase price for the operating authority. I request that the enclosed documents be substituted for those originally filed with the Commission and that processing of this application be reinstated.

I appreciate your assistance and the courtesies extended to me in this matter. If anything further is required, please do not hesitate to contact me.

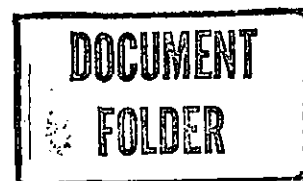
Very truly yours,

Handwritten signature of Edward L. Ciemniecki in cursive.

EDWARD L. CIEMNIECKI

ELC/tal  
Enclosures

cc: Rubin P. Blair, Jr.



September 11, 1987

IN REPLY PLEASE  
REFER TO OUR FILE

James W. Patterson  
Attorney at Law  
1800 Penn Mutual Tower  
510 Walnut Street  
Philadelphia, PA 19106

In re: A-00107697 -- Application of R. P. Blair Equipment Rentals,  
Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf  
of R. P. Blair Equipment Rentals, Inc. for the rights of Rubin P. Blair,  
Jr.

The application has been captioned as attached and will be  
submitted for review, provided no protests are filed on or before  
October 5, 1987. If protests are filed, you will be advised as to  
further procedure.

This application is accepted with the understanding that  
Rubin P. Blair, Jr. will continue to render the service covered by his  
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.

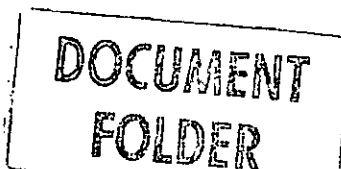
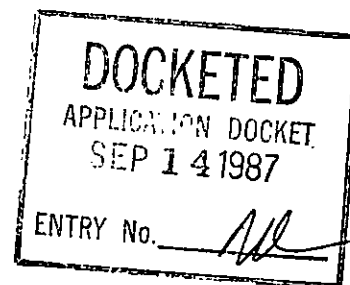
You are further advised that the above application will be  
published in the Pennsylvania Bulletin of September 12, 1987.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:11

cc: Applicant  
1956 Stout Drive  
Ivyland, PA 18974



A-00107697 R. P. BLAIR EQUIPMENT RENTALS, INC. (1956 Stout Drive, Ivyland, Bucks County, PA 18974), a corporation of the Commonwealth of Pennsylvania - sand and road and building construction materials between points not to exceed a distance of twenty-five (25) statute miles from point of origin to point of construction or disposal in the counties of Montgomery and Bucks; baled wastepaper for Heinway Paper Company, from the city of Bethlehem, Northampton County, to the city of Philadelphia, excluding intermediate points; mushroom soil for Mascaro Brothers, from points in the borough of Kennett Square, Chester County, to points within fifty (50) miles, by the usually traveled highways, of the limits of the said borough, and vice versa; cast iron, pipe fittings and plumbing supplies for the Sanitary Company of America, from plants in the borough of East Greenville, Montgomery County, and the village of Linfield, Montgomery County, to points within one hundred (100) miles, by the usually traveled highways, of the limits thereof and vice versa; as a Class B carrier, property between points within the boroughs of Ambler, Hatboro and Jenkintown and the villages of Elkins Park, Glenside, Oak Lane and Willow Grove, Montgomery County, and within five (5) miles by the usually traveled highways of the limits of each of the said boroughs and villages, including property moving under bills of lading for the Reading Company in collection and delivery service in the said area; and as a Class D carrier, lumber from the yard of William H. Lear and from railroad cars in the village of Willow Grove, Montgomery County, to points within an airline distance of sixty-five (65) miles of said village; which is to be a transfer of the rights authorized under the certificate issued at A-00099574 to Rubin P. Blair, Jr., subject to the same limitations and conditions. Attorney: James W. Patterson, 1800 Penn Mutual Tower, 510 Walnut Street, Philadelphia, PA 19106.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_

SERVICE \_\_\_\_\_

SEP 12 1987

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
AUGUST 1987

A-00107697

Application of R. P. Blair Equipment Rentals, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, sand and road and building construction materials between points not to exceed a distance of twenty-five (25) statute miles from point of origin to point of construction or disposal in the counties of Montgomery and Bucks; baled wastepaper for Heinway Paper Company, from the city of Bethlehem, Northampton County, to the city of Philadelphia, excluding intermediate points; mushroom soil for Mascaro Brothers, from points in the borough of Kennett Square, Chester County, to points within fifty (50) miles, by the usually traveled highways, of the limits of the said borough, and vice versa; cast iron, pipe fittings and plumbing supplies for the Sanitary Company of America, from plants in the borough of East Greenville, Montgomery County, and the village of Linfield, Montgomery County, to points within one hundred (100) miles, by the usually traveled highways, of the limits thereof and vice versa; as a Class B carrier, property between points within the boroughs of Ambler, Hatboro and Jenkintown and the villages of Elkins Park, Glenside, Oak Lane and Willow Grove, Montgomery County, and within five (5) miles by the usually traveled highways of the limits of each of the said boroughs and villages, including property moving under bills of lading for the Reading Company in collection and delivery service in the said area; and as a Class D carrier, lumber from the yard of William H. Lear and from railroad cars in the village of Willow Grove, Montgomery County, to points within an airline distance of sixty-five (65) miles of said

NH

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
SEP 14 1987  
ENTRY No. AK

OCT 5 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

\_\_\_\_\_  
SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS  
\_\_\_\_\_

DATE \_\_\_\_\_ SERVICE \_\_\_\_\_

2

village; which is to be a transfer of the rights authorized under the certificate issued at A-00099574 to Rubin P. Blair, Jr., subject to the same limitations and conditions.

MW:nm  
8/27/87

Application received: 7/20/87  
Application docketed: 8/25/87,

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.

**R. P. Blair Equipment Rentals, Inc.**  
1956 Stout Drive  
Ivyland, PA 18974

Date September 28, 1987

CR 126845 A

DOCUMENT  
FOLDER

DOCKETED  
SEP 30 1987

In re application of R. P. Blair Equipment Rentals, Inc.  
A-00107697.....\$125.00

Revenue account 001780-017601-102 (ck)  
**ck 3183** \$125.00 Checks \_\_\_\_\_ Currency \_\_\_\_\_  
Utility account 50:26

C. Joseph Meisinger  
For Department of Revenue