A-00086452



PILLAR · MUILROY & FERBER

CO:

January 22, 1999

Re:

The Snyder Brothers Moving, Inc., t/a George Transportation Company— Purchase (Portion)—Tara Trucking, Inc. File No. 2537-6

Hon. James J. McNulty, Secretary Pennsylvania Public Utility Commission P. O. Box 3265

Harrisburg, PA 17105-3265

Dear Mr. McNulty:

ö

We are enclosing for filing the original and one copy of an application on behalf of The Snyder Brothers Moving, Inc., t/a George Transportation Company, to acquire the authority issued to Tara Trucking, Inc. at Docket A-00101130, F.1, Am-B. Also enclosed is the filing fee in the amount of \$350.00.

Please acknowledge receipt of the enclosures on the duplicate of this letter of transmittal and return it in the stamped, self-addressed envelope provided. If you require anything further in order to process this transfer application, please advise the undersigned.

JOHN A. PILLAR

SW

Enclosures

cc: George Transportation Company (w/o encl.)

Tara Trucking, Inc. (w/o encl.)

(Rev 8/88)

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of t/a Geor	er Brothers Moving, I ge Transportation Com ant/Transferee-Buyer)		
for approval of the transfe	er and to exercise the ri	ght	PUC USE ONLY
as a <u>common</u> (common-contract)	carrier, described at Do	cket	Docket No. 866.462
No. <u>A-00101130</u> , Fo	lder No. F.1, Am-B, issu	ied to	Folder No
Tara Trucking, I	nc.	-	
(Transfer			
for transportation of <u>pr</u>	operty (household god (persons-property)	<u>ods in use</u>)	99. 96.
SEE IN	ISTRUCTIONS BEFORE	COMPLETIN	IG APPLICATION 25
1. The Snyder Brothe (Full and correct nar	rs Moving, Inc., ne of applicant/transfer	ee)	3801 S. UAN 12.8, HV.
2. / t/a George Transp (Trade name, if any)	ortation Company		E A L
The trade name ha	or has not) been regi	stered with th	ne Secretary of the
Commonwealth on <u>Oc</u>	t. 12, 1976 (atta (date)	ch copy of st	amped registration form.)
3. 729 W. New Castle	Street		
(Business Stre	et Address)		(P.O. Box, if any)
Zelienople I	Butler PA	16063	724/452-4700
(City)	(County) (State)	(Zip)	DOCK E(Lefebhoue)
l Du	OMPARTO	1	APPLICATION DOCKET
4	FOLDER		FER 1999
•	•		ENTRY (Q)

4.	JOHN A. PI		illar Mulroy & Fe				•
		Building, Pi	ttsburgh, PA 152				_
	(Name)		(Address)	(le!	ephone)	
5.	•	ts should be mai John E. Georg	ge, The Snyder Br	others M	oving, Inc.,	t/a George	
	Transferee: _	Transportation	on Company, 729 W	New Ca	stle Street,	Zelienople,	<u>PA</u> 16063
			. Louttit, Presid		idress) a Trucking. I	Inc	
	Transferor:					,	
		(Name)	n Street, Monongal	(Ac	idress)		
6.	Applicant (do	does es or does not)	hold Pa. PUC	authority	under Docket	Number	
	A- 00086452	and operates a	as a common		carrier.		
			common (common or	contract))		
_	A 1.	door not		_			
/•	Applicant	es or does not)	hold Interstate	Commerc	ce Commission	authority	
	(40	c) 01 docs 110()	•				
	at Docket No.	•	•				
8.	Applicant is (check one):					
	Individual	•					
	Partners	nip. Must attac	h a copy of the part	tnership a	agreement (unl	ess a copy is pr	esently
			st names and addre	•			•
	J., 11C	1111 1 0 0 7, 4 114 11	or names and address	35C3 O1 PC	in their below t	ase additional .	Jiice t
	if necess	ary).					
	(Name)			bA)	ldress)		-
			·				
			-				_
							_
	X Corporation	on. Organized (under the laws of th	e State o	f Pennsylva	nia	-
		_				•	_
	·		ss in Pennsylvania b		•	•	
	Commonw	ealth on	(A	ttach cop	y of Certifica	te of Incorpora	tion
	or Authori	ty and statemer	nt of charter purpos	e). Inclu	de as an attac	hment a list of	
	corporate	officers and the	eir titles and the na	mes, addr	resses and num	ber of shares h	eld
	by each et	ockholder					

•	other carrier, state name of car The stockholders of applica Moving & Storage, Inc., a n authority from the Federal	partnership members are in control of or affiliated with any crier(s). Docket Number(s) and nature of control or affiliation. Int also are the sole stockholders of George motor carrier of household goods holding. Highway Administration, but which holds sylvania Public Utility Commission.
		· · · · · · · · · · · · · · · · · · ·
_		
•	•	part of the operating rights now held (all or part) scribing rights to be transferred to applicant
		nsferor, if any. If any rights are to be omitted,
1.	The reason for the transfer is _	Transferor no longer desires to transport
-	· ·	household goods in use. Transferor intends to retain its authority to transport property other than household goods in use.
- n <i>-</i>	The following and the second	
∠ a.	The following must be attache	u
	X Sales Agreement.	
	X List of equipment to be use	ed to render service. (summarize by type)
	X Operating authority to be t	ransferred/xxxxxxxxxx See Appendix "A" to Agreement
	x Statement of Financial Con	ndition.
	X Statement of unpaid busine satisfied.	ess debts of transferor and how they will be
	X Statement of safety progra	m.
	X Statement of transferee's e	experience.
b.	Attach the following, as appro	oriate (check those attached):
	Partnership Agreement.	
	Trade Name registration co	ertificate.
	Certificate of Incorporatio	n. (Pa. Corporation only) On file with the Commission
	Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
		arter purpose. (corporations only) On file with the Commission
		and stockholders. (corporations only) On file with the Commission
		ate showing date of death of transferor and name of executor

- 13. 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.
- 14. 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 the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

> The Snyder Brothers Moving, Inc., t/a George Transportation Company

Transferee sign here: By:

(each partner must sign)

(Date)

(Corporate Seal)

John E. George, President

Tara Trucking, Inc.

Transferor sign here: By:

(Corporate Seal)

C. Stanley F. Louttit, President

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 for	orth are true and correct; or are true and correct
	nd 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 TRAI	NSFEROR/SELLER (Corporation)
COMMONWEALTH OF PENNSYLVANIA	:
	: ss:
WASH.ING TON County	: · ·
C. Stanley F. Louttit	_, being duly sworn (affirmed) according to law,
deposes and says that he is President	
(Office of Affiar	
• ,	affidavit for it; and that the facts above set forth
	t to the best of his knowledge, information and belief
and that he expects the said Tara Trucki	orporation) to be able to prove the
same at the hearing hereof.	De Story In Kauplet
Sworn and subscribed before me this 20	Signature of Affiant C. Stanley P. Louttit
day of <u>Jano</u> . 19 29	No series
My Commission expires Notarial Seal Philip Anthony Quettrone, Notary Public Monongahola, Washington County My Commission Expires Nov. 8, 1999	Signature of Official Administering Oath

Member, Pennsylvania Association of Notaries

THIS MUST BE COMPLETED BY NOTARY PUBLIC AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA	· :
	: ss:
County	:
, be	eing 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 ar	nd 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
	Signature of Official Administering Oath
A F F I D A VIT OF TRANS	SFEREE/APPLICANT (Corporation)
. ; MITIBATION TAXA	or Engley Art Ele Anti- (corporation)
COMMONWEALTH OF PENNSYLVANIA	
SOMMORINE MENTS TEXT TO THE MENTS TEXT TEXT TEXT TEXT TEXT TEXT TEXT TE	· : ss:
Buller County	:
- CATTRET - COSTATI	•
John E. George, be	eing duly sworn (affirmed) according to law, desposes
and says that he is President of	The Snyder Brothers Moving, Inc., t/a
. (Office of Affiant).	(Name of Corporation) George Transportation Company
that he is authorized to and does make this	affidavit for it; and that the facts above set forth
are true and correct; or are true and correct The Snyder Br	ct to the best of his knowledge, information and belief rothers Moving, Inc.,
and that he expects the said t/a George Ti	to be able to prove the same of Corporation)
the same at the hearing hereof.	
	75.455
Suran and subscribed be so a see Abia 13	Signature of Affiant John E. George
Sworn and subscribed before me this 15	
day of December 19 98	
My Commission Expires June 14 1999	
Notorial Seal Sharon A. Moyer, Notary Public Zellenople Boro, Butler County	Signature of Official Administering Oath

My Commission Expires June 14, 1999 Mamber, Pennsylvania Association Of Notaries

AGREEMENT

THIS AGREEMENT is made this 18th day of December, 1998, between THE SNYDER BROTHERS MOVING, INC., t/a GEORGE TRANSPORTATION COMPANY (BUYER), a Pennsylvania corporation having its principal office in Zelienople, Pennsylvania, and TARA TRUCKING, INC. (SELLER), a Pennsylvania corporation having its principal office in Monongahela, Pennsylvania.

I. PREMISES

- A. SELLER is a motor common carrier of property and holds a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00101130.
- B. BUYER is a corporation currently holding PUC operating authority at Docket A-00086452.
- C. SELLER has agreed to sell, and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests, and other claims, a portion of SELLER's operating rights at A-00101130, Folder 1, Am-B, a description of which is attached hereto as Appendix "A" (herein called "the operating rights").
- D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transfer of the operating rights pursuant to 66 Pa. C.S.A. § 1102 of the Pennsylvania Public Utility Code (herein called "the application").

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, agree, represent, and warrant as follows:

- 1. Purchase Agreement. SELLER will sell to BUYER, and BUYER will buy, free and clear of all liens, encumbrances, security interests, and other claims, a portion of the operating rights owned by SELLER under its Certificate of Public Convenience issued by the PUC at Application Docket No. A-00110130, Folder 1, Am-B, as set forth on Appendix "A" hereto.
- 2. Price and Payment. BUYER will pay to SELLER for the operating rights the total sum of Six Thousand (\$6,000.00) Dollars, to be paid in cash or by bank cashiers check at the closing. The consideration is being held in trust by Pillar, Mulroy & Ferber, P.C.
- 3. Warranties As To Operating Rights. SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and effect; the rights are not subject to any liens, encumbrances, security interests or claims of any kind at the execution of this agreement; no liens, encumbrances or security interests will be placed thereon pending consummation of this transaction; and that there are, and on the date of consummation will be, no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority. The parties hereto

further agree that if, prior to the transfer of the operating rights to the BUYER by the PUC the rights are cancelled, or the transportation of household goods in use becomes deregulated, or if regulation by the PUC of household goods in use is preempted by Federal legislation, or if the PUC amends its regulations and determines that a carrier may obtain authority to transport household goods in use without proof of public convenience and necessity, this Agreement shall immediately be terminated and the parties shall have no further rights or obligations hereunder.

4. <u>Application for Approval.</u> The parties agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until final approval is secured from the PUC. Within thirty (30) days after the execution of this Agreement, BUYER and SELLER will promptly file the application for approval.

Counsel for BUYER will prepare and file the necessary PUC application and related exhibits and documents required to seek approval thereof and SELLER shall assist in such preparation. BUYER agrees to pay all filing fees, printing and reproduction costs and other related expenses in connection with the preparation, filing and prosecution of the application. Otherwise, each party shall bear the expenses of its own counsel and its accountants, if any.

BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application, and agree to join in and execute any and all such applications and other documents, subject to the approval of counsel.

BUYER and SELLER will supply such information as may be required, attend hearings, present testimony, and otherwise cooperate to the end that approval of this

transaction may be secured.

5. <u>Approval of Permanent Application Subject to Restrictions.</u> It is the intention of the parties that BUYER will purchase all of the operating rights set forth on Appendix "A", and that SELLER will retain all of its remaining operating rights held by SELLER at Docket No. A-00101130, to transport property, other than household goods and office furnishings in use.

If the PUC, by its final order, approves the application subject to conditions which restrict, delete or cancel any of the operating rights set forth on Appendix "A" or limit their use by BUYER in any way other than as set forth on Appendix "A", BUYER shall have the option to declare this Agreement null and void and forthwith terminate the Agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

6. <u>Denial of the Permanent Application</u>. In the event the PUC, by its final order, should deny approval of the application, this Agreement shall be null and void. In such event, the parties shall have no further rights or obligations under this Agreement.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

7. Appeals. In the event the PUC, by its final order, should deny the application, or if the PUC grants the application subject to conditions of the type set forth in paragraph 5, either party may seek judicial review of those orders to the extent available.

. . .

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 5 and 6 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the application is sustained by the court, this Agreement shall be cancelled in accordance with paragraph 6. If the final order of the PUC approving the permanent application, subject to conditions, is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 5 within twenty (20) days after the service of the order or judgment of the last court of review.

If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal, excluding counsel fees of the other party.

For the purposes of this Agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically: (a) in the case of denial of the application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC order, whichever time period is greater, within which petitions for rehearing, reargument, or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval of such application, the effective date of the order of approval unless stayed by the PUC or by a court.

- 8. PUC Assessments. SELLER warrants that all general assessments heretofore made, or that may be made pursuant to 66 Pa. C.S.A. § 510 of the Pennsylvania Public Utility Code, for any and all operating periods up to the date of consummation of this transaction have been paid, or will be paid. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to processing the transfer application, SELLER agrees to promptly pay any such assessments. If SELLER fails to pay such assessments as provided herein, BUYER may elect to pay the assessment and deduct the sum paid from the purchase price, provided, however, that if any assessments are subject to an appeal by SELLER, BUYER may not pay such assessments unless and until SELLER agrees and consents thereto.
- 9. No Broker's Fees or Commissions. BUYER and SELLER agree that there are no claims for any finder's fees or broker's commissions in connection with this transaction. Notwithstanding the foregoing, each of the parties agrees to indemnify the other against, and hold it harmless from, any and all liabilities (including reasonable attorney's fees and expenses incurred in defending such claims) for any finder's fees or broker's commission in connection with the transaction contemplated by this Agreement, insofar as such claim shall be based on arrangements or agreements made, or allegedly made by or on behalf of, the indemnifying party.

- 10. No Right of Assignment. Neither party shall have the right to assign this Agreement to any other party without securing the prior written approval of the other party to the Agreement.
- 11. <u>Closing.</u> This transaction will be consummated on the closing date, which shall be the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the order of the PUC approving the transfer application, or the thirtieth (30th) such day if no other day is selected. The closing shall be held at the offices of Pillar Mulroy & Ferber, P.C. in Pittsburgh.
- 12. <u>Rights of Successors and Assigns.</u> This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest, assigns, and legal representatives.
- 13. <u>Notices.</u> Any notices, demands, or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail, with return receipt requested, to the parties at the addresses shown below:

BUYER:

John George, President The Snyder Brothers Moving, Inc., t/a George Transportation 729 West New Castle Street Zelienople, PA 16063

- 7 -

15. Entire Agreement of the Parties. This Agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified or changed by any expressed or implied promises, warranties, guarantees, representations, or other information expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

16. Paragraph Headings. The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this Agreement the day and year first above stated.

ATTEST:	TARA TRUCKING, INC. (SELLER)
	By: A Hard for Last to Childs C. Stanley F. Louttit,
	President

ATTEST:

THE SNYDER BROTHERS MOVING, INC., t/a GEORGE TRANSPORTATION COMPANY (BUYER)

John Géorge,/President

HOUSEHOLD GOODS OPERATING AUTHORITY

Tara Trucking, Inc. - Docket A-101130, Folder 1, Am-B

To transport, as a Class D carrier, household goods in use, from points in the Borough of Donora, Washington County, and within 15 miles by the usually traveled highways of the limits of said Borough, to other points in Pennsylvania, and vice versa.

To transport, as a Class D carrier, household goods and office furniture in use, from points in the City of Monongahela, Washington County, and within an airline distance of 5 miles of the City Hall in the City of Monongahela, to points within an airline distance of 25 miles of the City Hall in the City of Monongahela, and vice versa.

To transport, as a Class B carrier, household goods and office furniture in use, between points in the City of Monongahela, Washington County, and within 5 miles by the usually traveled highways of the limits of said. City...

To transport, as a Class B carrier, household goods and office furniture in use, between points in the Borough of Donora, Washington County, and within 3 miles of the limits of said Borough.

GEORGE	NAVL	LICENSE	VIN#	MAKE	MODEL	YEAR	TIRE
UNIT#	UNIT#	PLATE#					SIZE
1	231108	AB57788	KH370407	FREIGHT	100	89	295/75R22.5
28	229134	AA35379	E2357JGA26447	IH	4070B	79	10R22.5
36	234183	AA85862	1GDS9L4C7EV516544	GMC	ASTRO	84	11-22.5R
37	232599	1_AA85869	1GDS9L4C0EV500007	GMC	ASTRO	84	11-24.5R
42	223001	AB63102	1HSZDGENJH540648	IH	2300	88 -	285/75R24.5
43	223004	AB63013	1HSZDGFR3KH651435	ΙH	2300	89	285/75R22.5
44	232903	AB88121	1HSHCATR5TH318333	IH	8100	96	295/75R22.5
45	234171	AB71480	1HSRDALR8SH660410	1H	CO9670	95	295/75R22.5
46	234170	AB71481	1HSRDALR6SH660390	IH	CO9670	95	295/75R22.5
47	230295	AB71482	1HSRDALR1SH660376	IH	CO9670	95	295/75R22.5
51	N/A	52987CJ	1GTGG35M6G7511575	GMC	3500	86	9.50R16.5LTF
54	N/A	2E36055	1FTHE24HOSHC23840	FORD	E250	95	225/75R16
. 56	N/A	CA12893	A5520CHN11044	H	1100	73	9.50-16.5LTR
84	N/A	76898CC	2GTGK24M8E1541231	GMC	2500	84	235/85R16R
85	320435	YR50256	1HTLLHYP3FHA34745	IH	\$1700	85	11R22.5R
86	320434	YM26457	1HTLDUXP9EHA38921	·IH	\$1900	84	11R22.5R
87	329136	AA61969	1HTLDTVN4HHS26509	1H	\$1900	87	295/75R22,5
88	321234	ZF-92464	1HTSCPHM9PH513603	IH	\$4700	93	295/75R22.5
89	329994	AA85864	1HTSDTVN9LH225898	11-1	S4900	90	295/75R22.5
90	329995	AA85863	1HTSDTVN9LH225899	· IH	\$4900	90	295/75R22.5
93	321256	LF3504	1HTSDAAN7VH437101	IH	\$4900	96	255/70R22.5
94	420338	ZH52166	J8BC4B1K4T7004083	CHEVY	W-4 ⁻	96	215/85R16
95	420337	ZH52165	J8BC4B1K4T7002981	CHEVY	W-4	96	215/85R16

GEORGE	NAVL	LICENSE	VIN#	MAKE	MODEL	YEAR	TIRE SIZE
UNIT#	UNIT#	PLATE#					
771	116771	XE45785	IKKVE5125VL109358	KENTUCKY	FLAT	97	255/70R22.5
15-B	FLATBED	TP65174	IDTP30425CA157305	KENTUCKY	FLAT	82	11R17.5
282	11B282	TT79911	IKKVE4820FL0726673	KENTUCKY	FLAT	85	10R22.5
503	114503	TH61717	61615	KENTUCKY	FLAT	80	8,25X20
529	114529	TH61716	61618	KENTUCKY	FLAT	80	8.25X20
596	130596	XA58846	57839	KENTUCKY	DROP	78	900X20
766	130766	TH61715	57800	KENTUCKY	DROP	79	900X20
840	11M840	ZA58843	IS12E9484LE328988	KENTUCKY	FLAT_	90	295/75R22.5
882	139882	ZA58845	55808	KENTUCKY	DROP	78	900X20
912	115912	TJ19797	A9000636	TRAILMOBILE	FLAT	81	8.25X20
913	115913	TV59961	A9000639	TRAILMOBILE	FLAT	81	8.25X20
914	115914	TJ19798	A9000638	TRAILMOBILE	FLAT	81	8.25X20
962	139982	ZA58844	57120	KENTUCKY	DROP	78	900X20
РІТТ	114821	XA58849	IKKVE4526CL000151	KENTUCKY	FLAT	81	10R22.5
118	12H118	STORAGE	59804	KENTUCKY	FLAT	79	900X20
324	12H324	STORAGE	59588	KENTUCKY	FLAT	79	900X20
357	12H357	STORAGE	IKKVE4525BL000527	KENTUCKY	FLAT	81	10R22.5
372	12H372	STORAGE	59926	KENTUCKY	FLAT	79	900X20
769	116769	XE45784	IKKVE5123VL109357	KENTUCKY	FLAT	. 97	255/70R22.5
772	11J772	PO4147IND	IKKEV4825GL076686	KENTUCKY	<u>FLAT</u>	86	255/70R22.5
815	11J815	PO4177IND	IKKVE482861076729	KENTUCKY	FLAT	86 *	255/70R22.5
							<u> </u>

AS OF: 11/00/08 ON: 12/23/98

POOR ORIGINAL

GEORGE MOVING A STORAGE INC.

G/E BALANCE SMEET LAST PERIOD CLOSED IS 11

G/L BALANCE SWEET SNYDER BROS DBA GEORGE TRANS (G2)

ASSETS

ACCOUNT NUMBER	DESCRIPTION	AMOUNT	SUB TOTAL	
1.60200	CASH - MSD	1,7038		
102250	ACCOUNTS RECEIVABLE SHYDER COMPANY	289,814.01		
104400	PREPAID - TAXES	9,900.00 CR	281,623.39	
121000		2,000.00	2,000.99	
141000	PUC RIGHTS	36,551.00	35,851.00	
171000	DUE FROM SHAREHOLDERS	7,371.87	7,371.97	326,546.26

*** TOTAL ASSETS ***

83- - - 38 - 8

PAGS 1

AS OF: 11/30/98 ON: 12/23/98

PAGE 2

GEORGE MOVING & STORAGE INC. G/L BALANCE SHEET SNYOER BROS DBA GEORGE TRANS (G2)

LAST PERIOD CLOSED IS 3.1

LIABILITIES AND EQUETY

ACCOUNT NUMBER	DESCRIPTION	THUOMA	SUB TOTAL	
201070	ACCOUNTS PAYABLE GEG MVG & STG	358.2 0		
201080	ACCOUNTS PAYABLE GEORGE MVG & STG	78,663.25	79,026.45	
ឧទាជាមិស	ASTITRED TAKES	25,700.00	25,700.00	104,728,15
ခ်တ် Lawa	COMMON STOCK	1,090.00	1,000.00	
360000	BUTAINED EARNINGS	156,834.48		
361000	CURRENT RETAINED EARNINGS	62,985.33	220,819.81	721,819.31

ARE YEARDS ONE COTTACTORALL LATOR WHE

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POOR ORIGINAL

PERTOD: 11 AS OF: 11/30/98 ON: 12/23/98 : REPORT NUMBER (1.3.1.5)

----- CURRENT PERIOD -----

SHYDER BROS OBA GEORGE TRANS BUGGET INCOME STATEMENT

______Y\$AR; - (0; - 3Aft.-----

CURRENT YEAR "

SUBSET VARIANCE

CURRENT YEAR & BUDGES - VARIANCE ******REVENUEC***** The same of the same of 2939.13- SNYDER BROTHERS AUTHORITY 10310.87 13250.00 30763.21 5.14 167750.00 78931.73-16/10.50 3.59 8750.00 -/960.50 PACKING - SNYOER 11,13,43 162633.43 9.22 25500.00 1161.82 1500.00 10139.73 . 53 333.18- #170 ADDITIONAL TRANSPORTATION .57 14300.00 4660.27-(359.00) 859.40 - COOKING & ORIGIN COMMISSION . 45 . 39 39716.10 2.25 .00 39716.10 25109.75 13.95 27100 00 1098.25 LOGAL MOUSEBALD . 264311.42 11.93 315566.00 52288.38~ TOP TO THE EDUCAL COMMERCIAL 120537.85 1101117.43 62.40 62.35 71000.00 578930.30 431117.43 . 00 . 33 . 94 SORAHORUR SONARUENI vo. 60. 05. . 99 .99 .00 . 04 . 90 .00 DISTRIBUTION . 99 .39 14770.40 1100.09 7.53 10879.49 SET STORAGE 34205.35 1.24 15300.00 17:05.35 252.83 7042.46 2000.00 1747.17 MARSHOTTS BANGLING . 40 15094.00 8091.54. 1"12.68 500.00 712.58 WAREHOUSE ORAYAGE 3170.43 . ! : 4500.00 3620.43 . 90 . 30 .00 PERMANENT STORAGE . 30 . 99 - 60 . 39 . 3 a .00 FOREIGN CARRIERS . 0 0 0 0 . . 39 . 90 .00 . 30 .00 LEASED (MCOME - MACHINERY . 90 . 99 2583.33 1.39 3000.00 3/201.44 111.55- MISC. APU A X-PU 21190.30 . 1):1 . 48 0... SOLVEST YEARLIBEUD 90. 1253.95 . 19 (5 . 26 . 00 .00 INBURANCE .00 . 30 - . . 234.31 . 15 290.90 7403.38 94.1: LATE FEES 4 2 3230.00 100039.00 100.00 129469.35 James in --- - foral operation severe, o 130995.30 434254.33 TYOTHER REVENUES ** INCRETURE OF SALE OF SOUTPHENT 3.3 . 56 . 30 HI - TRABA SENTO OU. a : . 50 .00 . 30 . 90 9.9 .30-.00 . 0.0 . 20 .99. . . 9 9 . 93 . 00 .90 ---TOTAL OTHER REVENUES . 99 . 09 "TOTHER INCUME"" . 30 tae incommission (node) . 59 . 50 . 31 (111 RECKE REUTO MATOR: - 00. . 90 .00 . 99 102300.20 100.00 122400.00 62080.00 TOTAL DEVENUES 1761711.33 (30.30 1329930.00 434764.63 .aa Dur Tax . 20 (7931.00) . 15 1701,00-. 90 . :12 4:: .00 .00 . 20 . 600 . 50 . 43.0 .00 . 200.00. 3.3 .00 200.00 (158163.87) 27.30 .115040.00) 70123.97- 1887: StPERYS - GEORGE MTT. D. U.G. 41849829.517 92.10 1161665.095 488429.51-. 14 .90 .00 179 . હો છ . 30 APPLIANCE - OUT . :10 . 99 . აა . 99 . 99 . 00 . 90 (37.21) (\$\$42.72) . 03 . 00 \$7.21- 07892 24697 1097 . 3 (1.340. .

PERIOD: 11 AS OF: 11/30/98 ON: 12/23/98 SNYDER BROS DBA GEORGE TRANS REPORT NUMBER (1.3.1.5)

BUDGET INCOME STATEMENT

	- CURRENT	PERIOD			5555555555	V\$40 _ '	TO - DATE	
SURRENT YEAR	6 %	80068T	VARIAME.	DESCRIPTTON	CUBRENT YEAR	0. 0. 1 □ (1) (1)	TEROURS	VARTANCE
ବରୁ	. 90	.00		FEDERAL HIGHWAY USE TAX	.00	.00	. 90	. 00
(50.00)	.03	.00		BAD DEBTS EXPENSE	(3100.77)	.18	. 00	3100.77
.00	.00	. 00	.00	LOSS ON SALE OF EQUIPMENT	. 99	.00	. 9 0	.00
(\$271.08)	97.86	(113040.00)	75231. 0 3-	TOTAL OPERATING EXPENSES	(1666750.00)	94.45	(1181405.00)	195341 00-
				********************************	e y			
197339.99	199.99	129400.00	62939,99	OPERATING REVENUES	1764714.33	100 00	1329950.00	434764.38
(1832) (.03)	97.35	(113040.00)		OPERATING EXPENSES	(1666750.00)		1325356.00	
4118.91	2.14	15360.00		NET OPERATING PROFIT	97964.83	5.55	•	70580.67-
.00	. 90	- 00		OTHER INCOME	. 99	. 09	. 99	.00
4118.91	2	16360.00		TOTAL REVENUE	97984.33	5.55		70580.67-
				******************	**			
		•		**GENERAL S ADMIN. EXPENSES**				
			•	•				
(10.00)	. 91	. 00		INTEREST EXPENSE	(122.00)	.01	. 90	1.20.00-
.00	.09	.00	- 00	PROFESSIONAL FEES	. 9 . 9	. 99	.00	.00
(2000.00)	1.04	, (2000. 00)	.09	ADMINISTRATIVE EXPENSE	(22ded.60)	1.75	(22000.00)	. ସ୍ତ
.00 1	- 00	.00	. 00	MISCELLANEOUS TAXES	00	.00	.00	. න න
	. 9 0	.00	.00	PA CORP TAXES	(13557.00)	~ ~	. 90	13657.09-
. 0 4)	. 99 . 0	.00	.00	MISCELLANEOUS EXPENSES	. 99	.00	. 29	. 9 9
.00	.៩0	.00	.00	FEDERAL INCOME TAX	1800.96	- 1.0	. 9.9	1800.00
.00	.00	.00		NOT APPLICABLE	.90 .		.00	. 90
(2010.00)	1.04	(2000.00}	1.0.00	TOYAL GENERAL & ADMIN. EXPENSES	(33979.00)	1.93	(22000.00)	11979.00
2108.91	1.10	14360.00	12251.09-	OPERATING INCOME/LOSS BEFORE TAXES	60085.33	3.88	146545.00	82859.63

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR

Transferee is acquiring only a portion of the operating rights of Transferor and no assets, and, therefore, Transferee is not assuming any business debts of Transferor.

GEORGE TRANSPORTATION COMPANY

Safety Program

The safety program of George Transportation Company is patterned after the program established by North American Van Lines. Transferee has a Safety Director, Thomas-A. George, who is also Vice President/Operations. Our safety program includes regular safety meetings, screening and road testing of drivers, and drug testing. Our drivers' qualification files are in order. Our equipment is in excellent condition and is well maintained. To the best of Transferee's knowledge, it is currently in compliance with all rules and regulations of the Department of Transportation regarding safety.

GEORGE TRANSPORTATION COMPANY

Statement of Transferee's Experience

Applicant/Transferee, The Snyder Brothers Moving, Inc., t/a George Transportation Company, a Pennsylvania corporation, has been in business since 1954. John George, President, has owned the company, which is a family owned business, since 1975 and is thoroughly familiar with the day-to-day operations of a moving company. Applicant/Transferee currently conducts operations under its authority issued by the Pennsylvania Public Utility Commission and is familiar with the regulations of the Pennsylvania Public Utility Commission and is in compliance with all such rules and regulations. Transferee believes it has the experience, personnel, knowledge and equipment to expand its operations as proposed by the instant transfer application.



COMM WEALTH OF PENNSYLVANIA PENNSYLVANIA PUBLIC UTILITY COMMISSION P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE REFER TO OUR FILE

February 8, 1999

JOHN A PILLAR ESQUIRE 1106 FRICK BUILDING PITTSBURGH PA 15219

In re: A-00086452, F. 2, Am-I - Application of The Snyder Brothers Moving, Inc., t/d/b/a George Transportation Company.

Dear Mr. Pillar:

The application cited above has been captioned as attached and will be submitted for review provided no protests are filed on or before March 8, 1999. If protests are filed, you will be advised as to further proceedings.

You are further advised that the above application will be published in the Pennsylvania Bulletin of February 13, 1999.

Very truly yours,

Gale E. Travitz
Transportation Applications Specialist
Compliance Office -. Technical Unit
Bureau of Transportation & Safety

GET:dk

pc: Document Folder

THE SNYDER BROTHERS MOVING INC
T/D/B/A GEORGE TRANSPORTATION COMPANY
729 W NEW CASTLE ST
ZELIENOPLE PA 16063

DOCKETED
APPLICATION DOCKET

FEB 03 1333
ENTRY No.

A-00086452, Folder 2, Am-I THE SNYDER BROTHERS MOVING, INC., T/D/B/A GEORGE TRANSPORTATION COMPANY (729 West New Castle Street, Zelienople, Butler County, PA 16063), a corporation of the Commonwealth of Pennsylvania - inter alia - household goods in use, between points in the county of Butler: SO AS TO PERMIT the transportation of household goods in use: (1) between points in the city of Monongahela, Washington County, and within five (5) miles by the usually traveled highways of said city; (2) between points in the borough of Donora, Washington County, and within three (3) miles of the limits of said borough; (3) from points in the borough of Donora, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough, to other points in Pennsylvania, and vice versa; and (4) from points in the city of Monongahela, Washington County, and within an airline distance of five (5) miles of the limits of the city hall in the city of Monongahela, to points within an airline distance of twenty-five (25) miles of the city hall in the city of Monongahela, and vice versa; which is to be a transfer of part of the rights authorized under the certificate issued at A-00101130, F. I, Am-B to Tara Trucking, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. Attorney: John A. Pillar, 1106 Frick Building, Pittsburgh, PA 15219.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

2/ 9/99 2

PILLAR MULROY & FERBER ATTN JOHN A PILLAR 1106 FRICK BLDG

FEB 10 1999

PITTSBURGH, PA 15219

Application fees for SNYDER BROTHERS-MOVING INC T/A GEORGE TRANSPORTATION CO

Docket Number A-00086452F0002AMI...... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 3390 CHECK AMOUNT: \$350.00

C. Joseph Meisinger (for Department of Revenue)

DATE

RECEIPT#

EEF

SECRETARY'S BUREAU RECEIVED

99 FEB 10 AH 9:13

938380



SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

FEB 1	8	1399	
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Published in Pennsylvania Bulletin

BUREAU OF TRANSPORTATION AND SAFETY COMMON CARRIER February, 99

A-00086452 F. 2 Am-I

Application of The Snyder Brothers Moving, Inc., t/d/b/a George Transportation Company, a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, household goods in use, between points in the county of Butler: SO AS TO PERMIT the transportation of household goods in use: (1) between points in the city of Monongahela, Washington County, and within five (5) miles by the usually traveled highways of said city; (2) between points in the borough of Donora, Washington County, and within three (3) miles of the limits of said borough; (3) from points in the borough of Donora, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough, to other points in Pennsylvania, and vice versa; and (4) from points in the city of Monongahela, Washington County, and within an airline distance of five (5) miles of the limits of the city hall in the city of Monongahela, to points within an airline distance of twenty-five (25) miles of the city hall in the city of Monongahela, and vice versa; which is to be a transfer of part of the rights authorized under the certificate issued at A-00101130, F. 1, Am-B to Tara Trucking, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

GET:dk

2/2/99

Application Received: 01/25/99

Application docketed: 02/01/99