

A-00107793F2

APPLICATION

F2 AME

PILLAR AND MULROY

PROFESSIONAL CORPORATION

ATTORNEYS-AT-LAW

312 BLVD. OF THE ALLIES, SUITE 700
PITTSBURGH, PA 15222-1916

RECEIVED

ON APR -8 AM 9:17

PA PUC
DUPLICATE
TELEPHONE (412) 471-3300
FAX (412) 471-6068

JOHN A. PILLAR
THOMAS M. MULROY
LYNN E. MACBETH
ANTHONY A. SEETHALER, JR.
JERI A. YURT

April 5, 1994

Re: Trans American Trucking Service, Inc.
--Purchase (Portion)--American Transport, Inc.
File No. 1342-3

A. 107793
F. 2, Am-E

Hon. John G. Alford, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

RECEIVED
APR 7 1994

Dear Mr. Alford:

SECRETARY'S OFFICE
Public Utility Commission

We enclose for filing the original and two copies of an application on behalf of Trans American Trucking Service, Inc. to purchase a portion of the rights issued to American Transport, Inc. at Docket A.108770, F.2, Am-B. Also enclosed is a check, in the amount of \$350.00, payable to the Pennsylvania Public Utility Commission, for the filing fee.

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 application, please advise the undersigned.

4/19 called Atty Pillar not in

Very truly yours,

John A. Pillar
JOHN A. PILLAR

SW

Enclosures

cc: Trans American Trucking Service, Inc.
Mark T. Vuono, Esq.

DOCUMENT
FOLDER

MW

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of TRANS AMERICAN TRUCKING SERVICE, INC.
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

as a common carrier, described at Docket
(common-contract)
700095

No. A-108770, Folder No. 2, Am-B, issued to

AMERICAN TRANSPORT, INC.
(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY
Docket No. A-107793
Folder No. 2, Am-E

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. TRANS AMERICAN TRUCKING SERVICE, INC.
(Full and correct name of applicant/transferee)

2. N/A
(Trade name, if any)

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

Commonwealth on _____ (attach copy of stamped registration for
(date)

3. 115 St. Nicholas Avenue
(Business Street Address)

(P.O. Box, if any)

South Plainfield, NJ 07080 (908) 755-9000
(City) (County) (State) (Zip) (Telephone)

APPL: A-107793
COMPL: F.2 active
F.2 Am-A pend app.
MVIC: ✓
CHECKED BY: mw

DOCUMENT FOLDER

F.2 AMENDMENT E

DOCKETED APPLICATION DOCKET
APR 25 1994
ENTRY No. mw

4. Applicant's attorney (for this application) is: JOHN A. PILLAR, ESQ.,
Pillar and Mulroy, P.C., Suite 700, 312 Boulevard of the Allies,
Pittsburgh, PA 15222 (412) 471-3300
(Name) (Address) (Telephone)

5. Any documents should be mailed to:
Transferee: JOHN A. PILLAR, ESQ., Attorney for Transferee, Suite 700,
312 Boulevard of the Allies, Pittsburgh, PA 15222
(Name) (Address)
Transferor: MARK T. VUONO, ESQ., Attorney for Transferor,
2310 Grant Building, Pittsburgh, PA 15219
(Name) (Address)

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

A- 107793 and operates as a common carrier.
(common or contract)

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

at Docket No. MC 149576.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name)

(Address)

Corporation. Organized under the laws of the State of New Jersey
and qualified to do business in Pennsylvania by registering with the Secretary of the
Commonwealth on _____ (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.

*ON FILE WITH THE COMMISSION

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

N/A

10. Applicant proposes to acquire a portion of the operating rights now held
(all or part)
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 _____

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/~~retained~~ **SEE APPENDIX A TO AGREEMENT**
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of safety program.
- Statement of transferee's experience.

b. Attach the following, as appropriate (check those attached):

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only) **PREVIOUSLY FILED**
- Statement of corporate charter purpose. (corporations only) **PREVIOUSLY FILED**
- List of corporate officers and stockholders. (corporations only)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

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.

TRANS AMERICAN TRUCKING
SERVICE, INC.

Transferee sign here: By: [Signature] March 29, 1994
(each partner must sign) (Date)
(Corporate Seal) Ron McGraw, President

AMERICAN TRANSPORT, INC.

Transferor sign here: By: [Signature] March 15, 1994
(Corporate Seal) Douglas C. McAdams, President

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)

STATE OF NEW JERSEY
~~COMMONWEALTH OF PENNSYLVANIA :~~

~~: ss:~~

MIDDLESEX County :

RON MCGRAW, being duly sworn (affirmed) according to law, deposes and says that he is PRESIDENT of TRANS AMERICAN TRUCKING SERVICE, INC.
(Office of Affiant) (Name of Corporation)

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 to the best of his knowledge, information and belief and that he expects the said TRANS AMERICAN TRUCKING SERVICE, INC. to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

~~_____
Signature of Affiant~~
RON MCGRAW

Sworn and subscribed before me this 29

day of March 19 94

My Commission Expires _____

Gregory McGraw
Signature of Official Administering Oath

GREGORY MCGRAW
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 31, 1997

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:
_____ County :

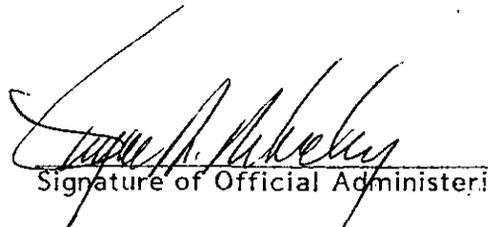
DOUGLAS B. McADAMS, being duly sworn (affirmed) according to law,
deposes and says that he is PRESIDENT of AMERICAN TRANSPORT, INC.;
(Office of Affiant) (Name of Corporation)

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 to the best of his knowledge, information and belief
and that he expects the said AMERICAN TRANSPORT, INC. to be able to prove the
(Name of Corporation)

same at the hearing hereof.


Signature of Affiant
DOUGLAS B. McADAMS

Sworn and subscribed before me this 15th
day of March 19 94
My Commission expires Feb 17, 1997


Signature of Official Administering Oath

Notarial Seal
Joyce A. Ritchey, Notary Public
Leetsdale Boro, Allegheny County
My Commission Expires Feb. 17, 1997
Member, Pennsylvania Association of Notaries

AGREEMENT OF SALE OF PUC OPERATING AUTHORITY

BETWEEN

AMERICAN TRANSPORT, INC. ("SELLER")

AND

TRANS AMERICAN TRUCKING SERVICE, INC. ("BUYER")

DATED

March 15, 1994

John A. Pillar, Esq.
Pillar & Mulroy, P.C.
312 Boulevard of the Allies
Suite 700
Pittsburgh, PA 15222
Attorney for BUYER

Mark T. Vuono, Esq.
VUONO, LAVELLE & GRAY
2310 Grant Building
Pittsburgh, PA 15219
(412) 471-1800
Attorney for SELLER

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AGREEMENT OF SALE OF PUC OPERATING AUTHORITY

THIS AGREEMENT is made this 15th day of March, 1994, between AMERICAN TRANSPORT, INC. ("SELLER"), a Pennsylvania corporation having an office at One Park Ridge Center, Pittsburgh, PA 15275-1011, and TRANS AMERICAN TRUCKING SERVICE, INC. ("BUYER"), a New Jersey corporation having an office at 115 St. Nicholas Avenue, South Plainfield, NJ 07080.

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-00108770.

B. SELLER has agreed to sell and BUYER has agreed to buy, free of all liens, encumbrances, security interests and other claims, SELLER's PUC operating rights held at PUC Docket No. A-00108770, F.2, Am-B except that SELLER shall retain those rights described in paragraph 3. A complete description of the operating rights to be sold (hereinafter called "the operating rights") is set forth on Appendix A.

C. 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 transaction pursuant to 66 Pa. C.S.A. §1102 of the Pennsylvania Public Utility Code (hereinafter 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, the above described operating rights owned by SELLER.

2. Price and Payment. BUYER will pay to SELLER for the operating rights the total sum of Forty-Two Thousand Five Hundred (\$42,500.00) Dollars to be paid as follows:

2.1 Escrow Fund. Upon execution of this agreement, BUYER will deposit in escrow the sum of Two Thousand Five Hundred (\$2,500.00) Dollars ("the escrow fund"), to be held and disposed of pursuant to the provisions of paragraph 3.

2.2 Balance of Purchase Price. The balance of the purchase price, the sum of Forty Thousand (\$40,000.00) Dollars shall be paid by BUYER to SELLER by cashier's check or bank wire transfer on the closing date.

3. Escrow Fund. The escrow fund established pursuant to subparagraph 2.1 shall be delivered to and held and disposed of by Mark T. Vuono, Esquire, 2310 Grant Building, Pittsburgh, PA 15219 ("the escrow agent"). The escrow agent shall invest the funds deposited in escrow in a non-interest bearing account.

The purpose of the escrow fund is to hold the BUYER's earnest money pending the occurrence of the conditions precedent

to the consummation of the purchase of the operating rights. In the event the agreement is cancelled pursuant to its terms, it is agreed and understood that the escrow funds shall be returned to BUYER. In the event that BUYER breaches any of its obligations under this agreement which results in the inability of the parties to consummate the transaction, or BUYER refuses to consummate the transaction, SELLER may elect to: (1) have the escrow funds paid to SELLER as liquidated damages; or (2) apply the escrow funds toward SELLER's damages which may include, but are not limited to, loss of bargain, consequential damages and attorney's fees.

4. Application for Approval. 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.

Accordingly, within thirty (30) days after the execution of this agreement, the parties will jointly file with the PUC an application pursuant to 66 Pa. C.S.A. §1102 seeking approval of the purchase of the operating rights by BUYER from SELLER.

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.

BUYER will be responsible for the preparation of the application and for the payment of the filing fee in connection with the application and the legal fees incurred by BUYER in connection with the transaction and PUC approval.

5. 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 will not be subject to any liens, encumbrances, security interests or claims of any kind on the closing date; 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.

6. Denial of Application. If the PUC, by its final order, should deny approval of the application, this agreement shall terminate. In such event, the parties shall have no further rights or obligations under this agreement, and SELLER may retain or sell the operating rights without further obligation to BUYER.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

7. Approval of Application Subject to Restrictions. If the PUC, by its final order, approves the application, subject to conditions which materially restrict, delete or cancel any of the operating rights or materially limit the use of the

operating rights set forth on Appendix A in any way, 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.

In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this agreement, as modified, shall remain in full force and effect.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

8. Appeals. In the event the PUC, by its final order, should deny the application or grant the application subject to conditions of the type set forth in paragraph 7, 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 6 and 7 above 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 terminated in accordance with paragraph 6. If the final order of the PUC approving the application, subject to conditions, is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 7 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 the 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 applications, the effective date of the order of approval unless stayed by the PUC or by a court.

9. No Assumption of Liabilities. This agreement involves only the purchase of operating rights by BUYER from SELLER. Accordingly, BUYER does not assume any claim, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this agreement.

10. SELLER's Representations and Warranties. SELLER represents and warrants as follows:

10.1 SELLER is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has full power and authority under its Articles of Incorporation or charter to engage in the business which it is now conducting.

10.2 SELLER is a motor carrier of property and is lawfully conducting operations under its PUC permit. The permit evidencing the operating rights is in good standing with the PUC and there are no citations, formal complaints, investigations or enforcement proceedings pending against SELLER by the PUC, the Department of Transportation or any other regulatory agency applicable to the operating rights.

10.3 The operating rights are not subject to any prior claims, options to purchase, agreements of sale or other contracts or obligations of purchase and SELLER will not enter into any such contractual arrangements prior to the closing date.

10.4 The Board of Directors of SELLER and, if necessary, the shareholders of SELLER have, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary applications with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement. A certified copy of the aforesaid resolution of the Board of Directors of SELLER and any requisite resolution of the shareholders of SELLER shall be delivered to BUYER within ten (10) days after request is made therefor.

10.5 The execution and performance of this agreement by SELLER will not violate any provision of law or contravene any provision of the Articles of Incorporation or bylaws of SELLER.

In the event of any default by SELLER in the terms of this paragraph or any other provisions of this agreement, BUYER shall have the option either to declare this agreement null and void by giving SELLER written notice of termination or to exercise against SELLER all of BUYER's available remedies hereunder.

11. BUYER's Representations and Warranties. BUYER represents and warrants as follows:

11.1 BUYER is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, and has full power and authority under its Articles of Incorporation or charter to engage in the business which it is now conducting.

11.2 The Board of Directors of BUYER and, if necessary, the shareholders of BUYER have, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary applications with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement. A certified copy of the resolution of the Board of Directors of BUYER and any requisite resolution of the shareholders of BUYER shall be delivered to SELLER within ten (10) days after request is made therefor.

11.3 The execution and performance of this agreement by BUYER will not violate any provision of law or contravene any provision of the Articles of Incorporation or bylaws of BUYER.

In the event of any default by BUYER in the terms of this paragraph or any other provisions of this agreement, SELLER

shall have the option either to declare this agreement null and void by giving BUYER written notice of termination or to exercise against BUYER all of SELLER's available remedies hereunder.

12. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made against SELLER pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the aforesaid date shall be the obligation of BUYER. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the transaction, SELLER agrees to promptly pay any such assessments. In the event any such assessments are not paid by SELLER, BUYER shall have the right to deduct from the consideration due SELLER on the closing date, the total amount of any such assessments or other charges due the PUC and make payment of such amounts directly to the PUC and to pay any balance of the consideration to SELLER. BUYER shall not, under any circumstances, be liable for or have responsibility to satisfy any obligations of SELLER as the result of this transaction.

13. No Broker's Fees or Commissions. BUYER and SELLER agree that to the best of their knowledge there are no claims for any finder's fees or broker's commission 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.

14. Survival of Representations and Warranties. All provisions in this agreement applicable to BUYER and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing BUYER to purchase the operating rights. BUYER acknowledges that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

15. Closing Date. The closing date is the day selected by agreement of the parties within thirty (30) days after the effective date of the final order of the PUC approving the application, or the thirtieth (30th) such day if no other day is selected.

The transaction shall be consummated on the closing date at a place and time of day mutually agreed upon by the parties.

16. Rights of Successors and Assigns. 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.

17. Construction. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

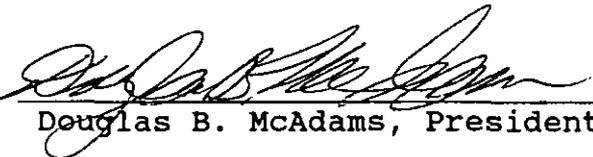
18. Entire Agreement of Parties. This agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified nor changed by any expressed or implied promises, warranties, guaranties, representations or other information unless expressly and specifically set forth in this agreement or an addendum thereto properly executed by the parties.

19. 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.

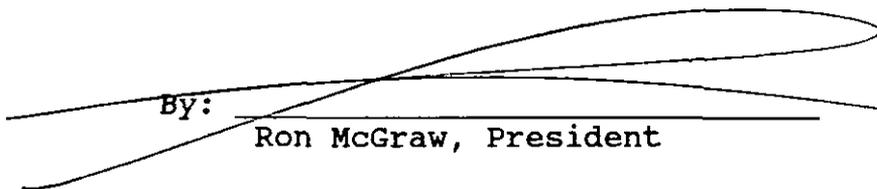
III. EXECUTION

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

AMERICAN TRANSPORT, INC.

By: 
Douglas B. McAdams, President

TRANS AMERICAN TRUCKING
SERVICE, INC.

By: 
Ron McGraw, President

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held December 17, 1992

Commissioners Present:

David W. Rolka, Chairman
Joseph Rhodes, Jr., Vice-Chairman
Wendell F. Holland, Commissioner

Application of American Transport,
Inc. for the transfer of all of
the operating rights of David Graham
Company under the certificate issued
at A-00085683, F. 2 subject to the
same limitations and conditions.

A-00108770
F. 2
Am-B

Mark T. Vuono for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed September 29, 1992. Public notice of the application was given in the Pennsylvania Bulletin of October 31, 1992. The unopposed application is certified to the Commission for its decision without oral hearing.

American Transport, Inc., a Pennsylvania corporation, is domiciled at 450 Elaine Street, Weirton, W. Va. Applicant operates approximately three hundred fifty (350) pieces of equipment. An unaudited financial statement submitted by the applicant shows total assets of \$4,087,623.74 with total liabilities of \$3,282,753.44, leaving stockholders' equity of \$804,870.30.

The total consideration for the rights is \$2,000. No tangible assets are involved. The sales agreement requires the consideration to be paid on the closing date.

A review of the record before us indicates that the applicant possesses the requisite experience, equipment and financial capacity to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re: Byerly, 440 Pa. 521 (1970);

Hostetter v. Pa. P.U.C., 160 Superior Ct. 94 (1947). Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is fit, willing and able to provide the service proposed.
2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public;
THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that a certificate be issued granting the following rights:

1. To transport, as a Class B carrier, property between points in the city and county of Philadelphia serving railroad terminals, wholesalers, jobbers, manufacturers and to retailers, but excluding transportation from retail stores to their customers.
2. To transport, as a Class D carrier, machinery, pipe and heavy objects requiring rigging, skidding or special handling onto or off of trucks and/or in connection with the dismantling of machinery and the transportation of parts so dismantled between points in the county of Philadelphia, and points within one hundred and seventy (170) miles of the city of Philadelphia, subject to the restriction that at any time any one truck shall carry the goods of not more than one shipper to not more than one consignee or destination.
3. To transport, as a Class D carrier, paper and paper products from the facilities of Hammermill Papers Group in Clinton County to points in Pennsylvania and vice versa.
4. To transport, as a Class D carrier, property from the facilities of American Coastal Industries, Inc. in the borough of Renovo, Clinton County, to points in Pennsylvania, and vice versa.
5. To transport, as a Class D carrier, machinery, pipe and heavy objects requiring rigging, skidding or special handling onto or off of trucks and/or in connection with the dismantling of machinery and the transportation of parts so dismantled from points in the city of Philadelphia and points within an airline distance of one hundred seventy (170) statute miles of the limits thereof, to points in Pennsylvania beyond an airline distance of one hundred and seventy (170) statute miles of the limits of the city of Philadelphia and vice versa;

To be retained
by SELLER

subject to the following conditions:

That no right, power or privilege is granted to transport property on trailers where the loading bed is forty (40) inches or less above ground level to or from points in the counties of Cumberland, Dauphin, Perry and Lebanon, nor to or from points in the county of York within an airline distance of twenty-five (25) statute miles of the state capitol in Harrisburg, Dauphin County; provided that this restriction shall not preclude transportation to or from the facilities of York-Shipley, Inc., York, York County;

That no right, power or privilege is granted to transport pipe from the facilities of Phoenix Steel Corporation, Phoenixville, Chester County, to points in the city of Pittsburgh, Allegheny County, and points within an airline distance of thirty-five (35) statute miles of the City-County Building in the said city;

That no right, power or privilege is granted to transport pipe from the facilities of Babcox & Wilcox Co., Beaver Falls, Beaver County, the facilities of U.S.X. (formerly United States Steel Corporation), McKeesport, Allegheny County, and the facilities of Jones & Laughlin Steel Corporation, Aliquippa, Beaver County, to points in the city of Philadelphia and points within an airline distance of thirty-five (35) statute miles of the City Hall in the said city.

6. To transport, as a Class D carrier, property, for the United States Government, from the facilities of the Defense Depot, Mechanicsburg and the Navy Ships Parts Control Center, Mechanicsburg, located in the county of Cumberland, to points in Pennsylvania and vice versa;

subject to the following condition:

That no right, power or privilege is granted to transport property in van trailers or household goods in use and commodities in bulk.

7. To transport, as a Class D carrier, property, for NRG Barriers West, Inc. from its facilities located in the county of Luzerne to points in Pennsylvania, and vice versa;

subject to the following condition:

That no right, power or privilege is granted to transport petroleum, petroleum products and dry litharge in bulk.

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/or 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 applicant record in its Utility Account 1321 - Franchises, the actual cost of such rights recorded by the original holder thereof.
3. That the utility accounts of the transferee shall reflect the same book values for all utility property acquired as shown in the records of the transferor at the effective date of the transfer, any previously recorded depreciation having been deleted therefrom.
4. That the applicant charge to Account 1341 - Other Intangible Property, any amount of the consideration paid for the rights and going concern value attributable thereto in excess of the amounts recorded under condition(s) 2 above.
5. That the operating authority granted herein, or now held, or subsequently granted to the applicant to the extent that it is duplicative, shall not be construed as conferring more than one operating right.

6. 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 other entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(a)(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 shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

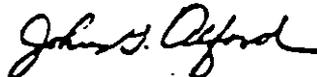
IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

IT IS FURTHER ORDERED: That the temporary authority application be dismissed.

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, David Graham Company, at A-00085683, F. 2 be cancelled and the record be marked closed.

BY THE COMMISSION,



John G. Alford
Secretary

(SEAL)

ORDER ADOPTED: December 17, 1992

ORDER ENTERED: DEC 23 1992

OWNED EQUIPMENT LIST

TRAILERS-

UNIT #	MAKE	YEAR	LICENSE	ST	SERIAL #	DESCRIPTION	WEIGHT
V005	STRICK VAN	1980	T772CV	NJ	237852	45' VAN	12,180 LBS.
V016	STRICK VAN	1980	T764CV	NJ	245414	45' VAN	12,180 LBS.
V017	STRICK VAN	1979	T777CV	NJ	218675	45' VAN	12,180 LBS.
V019	STRICK VAN	1979	T776CV	NJ	243556	45' VAN	12,180 LBS.
V022	STRICK VAN	1979	T769CV	NJ	243507	45' VAN	12,180 LBS.
V023	STRICK VAN	1980	T768CV	NJ	237919	45' VAN	12,180 LBS.
V024	STRICK VAN	1979	T767CV	NJ	238476	45' VAN	12,180 LBS.
V027	STRICK VAN	1979	T765CV	NJ	243551	45' VAN	12,180 LBS.
V028	STRICK VAN	1980	T763CV	NJ	234561	45' VAN	12,180 LBS.
V029	STRICK VAN	1980	T773CV	NJ	245546	45' VAN	12,180 LBS.
V45-101	FRUEHAUF	1972	TAB1710	NJ	421176	45' VAN	
V45-102	GREAT DANE	1977	T626GM	NJ	801176	45' VAN	
F45-205	BUDD	1980	984TAW	NJ	5417L	45' FLAT	12,160 LBS.
F40-205	TCF	1975	864TTF	NJ	C8491	40' FLAT, 3 AXLE	14,080 LBS.
F40-207	TCF	1975	863TTF	NJ	C8492	40' FLAT, 3 AXLE	14,080 LBS.
AF45-208	FONTAINE	1974	T248WH	NJ	25646	45' FLAT A/R	11,240 LBS.
AF45-209	FONTAINE	1974	T249WH	NJ	25647	45' FLAT A/R	12,020 LBS.
AF42-210	FONTAINE	1972	256TUL	NJ	17224	42' FLAT A/R	11,160 LBS.
AF42-211	FONTAINE	1973	842TTV	NJ	21052	42' FLAT A/R	11,300 LBS.
AF42-212	FONTAINE	1972	T347RD	NJ	17219	42' FLAT A/R	11,220 LBS.
AF42-213	FONTAINE	1971	255TUL	NJ	14891	42' FLAT A/R	11,280 LBS.
F42-214	FONTAINE	1984	T553EG	NJ	38259	42' FLAT	LBS.
F42-215	FONTAINE	1984	T555EG	NJ	38258	42' FLAT	11,510 LBS.
F42-216	FONTAINE	1985	T554EG	NJ	39162	42' FLAT	11,860 LBS.
F42-217	FONTAINE	1985	T247WH	NJ	39322	42' FLAT	LBS.
F42-218	FONTAINE	1985	T591EG	NJ	39323	42' FLAT	11,580 LBS.

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TRAILERS-

UNIT #	MAKE	YEAR	LICENSE	SI	SERIAL #	DESCRIPTION	WEIGHT
F42-219	FONTAINE	1984	T552EG	NJ	38465	42' FLAT	LBS.
F42-220	FONTAINE	1984	T939DE	NJ	38461	42' FLAT	12,180 LBS.
F42-221	FONTAINE	1984	T848EG	NJ	37966	42' FLAT	12,040 LBS.
F42-222	FONTAINE	1984	T847EG	NJ	37967	42' FLAT	11,720 LBS.
F42-223	FONTAINE	1984	T849EG	NJ	37968	42' FLAT	12,260 LBS.
AF45-224	DORSEY	1980	T540KE	NJ	80589	45' FLAT A/R	12,540 LBS.
AF45-225	RAVEN	1985	T799VR	NJ	50130	45' FLAT TANDEM SPREAD A/R	9,120 LBS.
AF45-226	RAVEN	1985	T799VR	NJ	50119	45' FLAT TANDEM SPREAD A/R	9,120 LBS.
AF42-233	FONTAINE	1974	T590UW	NJ	05274	FLAT BED A/R	11,480 LBS.
AF42-234	FONTAINE	1973	T591UW	NJ	21044	FLAT BED A/R	LBS.
AF42-235	FONTAINE	1974	T592UW	NJ	21067	FLAT BED A/R	11,620 LBS.
F45-239	FRUEHAUF	1985	T593UW	NJ	15418	FLAT BED	12,420 LBS.
AF42-241	RAVEN	1977	T71SPL	NJ	02877	FLAT BED A/R	
ADF42-301	TRANS	1980	622TGB	NJ	13735	42' DROP A/R	10,860 LBS.
ADF48-302	DORSEY NJ WT PLATE	1971	T136RK	NJ	97586	48' DROP A/R, 3 AXLE	16,000 LBS.
ADF40-303	NELSON	1975	073TQH	NJ	41475	40' DROP A/R, (PIN ON)	12,180 LBS.
ADF40-305	NELSON	1976	076TQH	NJ	42076	40' DROP A/R, (PIN ON)	11,540 LBS.
ADF45-306	TRANS	1981	147TD1	NJ	21556	45' DROP A/R	11,220 LBS.
ADF46-307	TRANS	1979	919TUT	NJ	13450	46' DROP A/R, (PIN ON)	13,460 LBS.
ADF46-308	TRANS	1980	917TUT	NJ	13508	46' DROP A/R	LBS.
ADF46-309	TRANS	1980	889TUT	NJ	12502	46' DROP A/R	13,360 LBS.
ADF46-310	TRANS	1980	918TUT	NJ	13499	46' DROP A/R (PIN ON)	13,280 LBS.
DF42-311	TRANS	1977	T257KE	NJ	TC9805	42' DROP FRAME SPRING	11,600 LBS.
ADF42-312	TSI	1975	T254KE	NJ	TC74200	42' DROP A/R	11,100 LBS.
ADF42-313	TSI	1975	T259KE	NJ	TC74207	42' DROP A/R	11,100 LBS.
ADF42-314	TSI	1975	T255KE	NJ	TC74180	42' DROP A/R	11,100 LBS.
ADF42-315	TSI	1974	T256KE	NJ	TC74077	42' DROP A/R	11,100 LBS.
DF48-316	GREAT DANE	1986	T594UW	NJ	02901	DROP FRAME	LBS.

IRAILGERS-

UNIT #	MAKE	YEAR	LICENSE	SI	SERIAL #	DESCRIPTION	WEIGHT
DF48-317	GREAT DANE	1986	T595UW	NJ	02902	DROP FRAME	13,180 LBS.
DF48-318	GREAT DANE	1986	T596UW	NJ	02903	DROP FRAME	12,860 LBS.
DF48-319	GREAT DANE	1986	T597UW	NJ	02904	DROP FRAME	13,060 LBS.
DF48-320	GREAT DANE	1986	T598UW	NJ	02905	DROP FRAME	12,960 LBS.
DF45-321	UTILITY	1987	T599UW	NJ	48502	DROP FRAME	11,080 LBS.
ADF42-322	TRANSCRAFT	1981	T945KT	NJ	17612	42' DROP FRAME A/R	LBS.
SDF42-323	FONTAINE	1980	T736NZ	NJ	48080	3 AXLE DROP FRAME SPRING	13,060 LBS.
SDF42-324	FRAUEHAUF NJ WT PLATE	1980	T838TT	NJ	82901	3 AXLE DROP FRAME SPRING	14,220 LBS.
ADF48-326	FONTAINE NJ WT PLATE	1986	T110PM	NJ	40059	3 AXLE DROP FRAME, A/R 50 TON	16,500 LBS.
SADF48-327	TRAIL KING NJ WT PLATE	1991	T185MP	NJ	17800	3 AXLE DROP FRAME, A/R 45 TON	20,600 LBS.
SADF40-328	TSI NJ WT PLATE	1973	T598TT	NJ	73516	3 AXLE DROP FRAME, A/R 40-53 EXT	22,500 LBS.
SDF40-329	FONTAINE	1973	T528UW	NJ	20241	2 AXLE DROP FRAME, 35 TON 40-54	20,200 LBS.
SDF48-330	VALUE NJ WT PLATE	1986	T826TT	NJ	01015	3 AXLE DROP FRAME 35 TON	15,400 LBS.
SLB43-400	TSI	1975	544TCT	NJ	75120	43' STRETCH LOWBODY A/R	17,000 LBS.
SLB-401	TRAIL KING NJ WT PLATE	1991	T139RK	NJ	89448	3 AXLE LOWBODY TRAILER, A/R	42,120 LBS.
SLB-401A	TRAIL KING	1991	T644SF	NJ	89450	3 AXLE JEEP	14,880 LBS.
SLB-401B	TRAIL KING	1991	T643SF	NJ	89449	3 AXLE STINGER	10,020 LBS.
SLB-401C	TRAIL KING	1993	NO PLATE			8' BED EXTENSION	5,520 LBS.
SLB48-402	COZAD NJ WT PLATE	1983	383TWK	NJ	67033	52' 60 TON LOWBODY A/R, 3 AXLE	19,520 LBS.
SLB-402C	COZAD	1986	NO PLATE			LONG GOOSENECK	LBS.
SF-403	MUWALL	1980	242TXE	NJ	4515	48' FLAT BED, 4 AXLE	33,060 LBS.
SLB-404	COZAD NJ WT PLATE	1976	382TWK	NJ	76038	DETACH (80 TON)	48,500 LBS. (6 AXLE)
SLB-404A	COZAD	1980	147T28	NJ	80074	TANDEM HYD JEEP	LBS.
SLB-404C	COZAD	1976	NO PLATE			LONG GOOSENECK	LBS.
SLB-404D	COZAD	1976	NO PLATE			80 TON BEAM 24'	LBS.

TRAILERS							
UNIT ID	MAKE	YEAR	LICENSE	SI	SERIAL NO.	DESCRIPTION	WEIGHT
SLB-404E	COZAD	1976	NO PLATE			BEAM INSERT 10'	LBS.
SLB-404F	COZAD	1987	NO PLATE			80 TON TANK BED 12' WIDE	LBS.
SLB-405	COZAD NJ WT PLATE	1982	518TWK	NJ	82044	80 TON LOWBOY	55,000 LBS. (8 AXLE)
SLB-405A	COZAD	1981	T715AZ	NJ	81027	TRI AXLE HYD JEEP	13,360 LBS.
SLB-405C	COZAD	1982	NO PLATE			LONG NECK	LBS.
SLB-405D	COZAD	1982	T713AZ	NJ	82045	TANDEM BOOSTER	LBS.
SLB-406	COZAD NJ WT PLATE	1988	T591DB	NJ	67028	52' LONG 50 TON, 2 AXLE	19,000 LBS.
SLB-406A	COZAD	1988	NO PLATE			FLIP AXLE	4,000 LBS.
SLB-407	COZAD NJ WT PLATE	1987	489TWK	NJ	67062	60 TON TAND A/R 2 AXLE	14,320 LBS.
SLB-407A	COZAD	1987	281TZB	NJ	67029	TANDEM JEEP W/NECK (11' 6")	10,500 LBS.
SLB-407B	COZAD	1987	NO PLATE			SHORT NECK	LBS.
SLB-407C	COZAD	1987	NO PLATE			LONG NECK	LBS.
SLB-407D	PEARLESS	1987	280TZB	NJ	80750	SINGLE BOOSTER, 1 AXLE (EST WT)	3,080 LBS.
SLB-408	SIEBERT NJ WT PLATE	1982	T552TT	NJ	11214	75 TON DROP FRAME, 4 AXLE	34,540 LBS.
SLB-408A	SIEBERT	1984	T634TL	NJ	11487	2 AXLE JEEP	7,000 LBS.
SLB-409	NELSON NJ WT PLATE	1985	431TWK	NJ	12221	28' DECK LOWBOY (65 TON), 4 AXLE 40' DECK LOWBOY (65 TON), 4 AXLE	49,700 LBS. 57,190 LBS.
SLB-409A	NELSON	1985	T659TT	NJ	12222	TANDEM JEEP	9,060 LBS.
SLB-409B	NELSON	1985	NO PLATE			LONG DECK 40'	22,140 LBS.
SLB-409C	NELSON	1985	NO PLATE			SHORT DECK 28'	14,650 LBS.
ST-410	HOMEMADE	1987	T151AU	NJ	ED-253	TANK TRAILER, 2 AXLE	17,730 LBS.
SF-411	STRICK	1973	T247AU	NJ	164768	46' STRETCH FLAT	16,000 LBS.
SLB-412	COZAD NJ WT PLATE	1984	T874TT	NJ	67029	3 AXLE, 65 TON, BEAM SUSP.	23,000 LBS.
SLB-412A	COZAD	1984	NO PLATE		67030	1 AXLE, STINGER	EST. 4,000 LBS.
SF40-414	FRUEHAUF	1976	T650EG	NJ	804801	40' - 65' STRETCH FLAT A/R	13,040 LBS.
SLB53-415	COZAD NJ WT PLATE	1988	T592DB	NJ	67072	50 TON, 2 AXLE	20,000 LBS.
SLB53-415A	COZAD	1989	NO PLATE			FLIP AXLE	4,000 LBS.

TRAILERS-								
UNIT #	MAKE	YEAR	LICENSE	ST	SERIAL #	DESCRIPTION	WEIGHT	
SLB53-415B	COZAD	1988	NO PLATE			50 TON TANK, RED, 9' WIDE	9,000 LBS.	
SLB-416	NELSON NJ WT PLATE	1980	T584HX	NJ	3657	150 TON, 4 AXLE A/R	34,500 LBS.	
SLB-416A	NELSON	1979	T6126W	NJ	3705	TANDEM JEEP AIR	7,300 LBS.	
SLB-416B	NELSON	1980	T6136W	NJ	3838	TANDEM A/R (PIN ON)	7,080 LBS.	
SLB-416C	NELSON	1984	T238WH	NJ	12207	TRI-AXLE A/R (PIN ON)	9,280 LBS.	
SLB-417	COZAD NJ WT PLATE	1989	T139JS	NJ	67143	DOLLY, 4 AXLE (W/ BOLSTER)	24,200 LBS.	
SLB-418	COZAD NJ WT PLATE	1989	T189JS	NJ	67163	150 TON LOWBOY A/R, 6 AXLE SHORT DECK 141,600 LBS.	(15 AXLE)	
SLB-418A	COZAD	1989	T741KT	NJ	67160	JEEP A/R, 3 AXLE	12,200 LBS.	
SLB-418B	COZAD	1989	T740KT	NJ	67161	FRONT WING A/R, 3 AXLE	13,560 LBS.	
SLB-418C	COZAD	1989	T742KT	NJ	67162	REAR WING A/R, 6 AXLE	47,000 LBS.	
SLB-419	TALBERT NJ WT PLATE	1985	T670TT	NJ	42955	CONTAINER TRLR W/ 42' DECK 8' W	21,960 LBS.	
SLB-419A			NO PLATE			25' DECK 10' W	36,680 LBS.	
ALB53-420	TRAIL KING NJ WT PLATE	1994	T816TT	NJ	53378	2 AXLE STRETCH LOWBOY, 45 TON	LBS.	
ALB53-420A	TRAIL KING	1994	T81711	NJ	53379	FLIP AXLE	LBS.	
SLB-421	ROGERS NJ WT PLATE	1945	T841TT	NJ	9475	3 AXLE 60 TON W/ 18' WELL	23,340 LBS.	
SLB-422	FRUEHAUF NJ WT PLATE	1978	T853TT	NJ	42206	3 AXLE 35 TON SPRING RIDE	18,600 LBS.	
ALB-500	LOADCRAFT	1970	148T01	NJ	00073	LOWBOY A/R (AIR DUMP)	17,140 LBS.	
ALB-501	LOADCRAFT	1970	149T01	NJ	00078	LOWBOY A/R (PIN ON) (AIR DUMP)	16,820 LBS.	
ALB-502	LOADCRAFT	1970	164T01	NJ	01166	LOWBOY A/R, AIR DUMP	17,700 LBS.	
ALB-503	LOADCRAFT	1968	163T01	NJ	68458	LOWBOY A/R, PIN ON AIR DUMP (LOW)	17,240 LBS.	
ALB-505	LOADCRAFT	1963	285TVH	NJ	00072	LOWBOY A/R, AIR DUMP	17,520 LBS.	
ALBC-506	TRANS	1977	914TUT	NJ	1C964S	43' COMBINE A/R	14,280 LBS.	
ALBC-507	TRANS	1978	915TUT	NJ	12269	43' COMBINE A/R	15,340 LBS.	
ALBC-508	TRANS	1978	913TUT	NJ	12273	43' COMBINE A/R	14,060 LBS.	
ALBC-510	TRANS	1979	916TUT	NJ	12275	43' COMBINE A/R	LBS.	
ALBC-511	TRANS	1979	912TUT	NJ	12279	43' COMBINE A/R	12,940 LBS.	

TRAILERS-

UNIT #	MAKE	YEAR	LICENSE	SI	SERIAL #	DESCRIPTION	WEIGHT LBS.
ALB-S12	LOADCRAFT	1974	T186HC	NJ	41640	LOWBOY A/R. AIR DUMP	
ALB-S13	TSI	1973	T185HC	NJ	73316	LOWBOY A/R. AIR DUMP	17,360 LBS.
ALB-S14	LOADCRAFT	1974	T258KE	NJ	41661	48' LOWBOY A/R. AIR DUMP	19,020 LBS.
ALB-S15	LOADCRAFT	1974	T197KE	NJ	41673	48' LOWBOY A/R. AIR DUMP	18,720 LBS.
ALB-S16	LOADCRAFT	1974	T260KE	NJ	41883	48' LOWBOY A/R. AIR DUMP	19,180 LBS.
ALB-S17	LOADCRAFT	1974	T261KE	NJ	41894	48' LOWBOY A/R. AIR DUMP	19,380 LBS.
ALB-S18	TSI	1973	T186TN	NJ	73329	53' LOWBOY A/R. AIR DUMP	21,000 LBS.
ALB-S19	TSI	1973	T187TN	NJ	73323	53' LOWBOY A/R. AIR DUMP	21,000 LBS.
ALB-S20	LOADCRAFT	1974	T184TN	NJ	41880	40' LOWBOY A/R. AIR DUMP	17,000 LBS.
ALB-S21	TSI	1973	T185TN	NJ	73321	40' LOWBOY A/R. AIR DUMP	17,000 LBS.

TRACTORS & STRAIGHT TRUCKS

UNIT #	MAKE	YEAR	LICENSE	SI	SERIAL #	DESCRIPTION	WEIGHT LBS.
T01	MACK	1986	XL26KY	NJ	01958	TRACTOR	23,540 LBS.
T03	GMC	1977	XMW70X	NJ	03399	STRAIGHT TRK-FLAT	13,040 LBS.
T04	FORD	1977	XG785J	NJ	87299	STRAIGHT TRK-VAN	
T05	MACK	1987	XP84ES	NJ	02488	TRACTOR	23,360 LBS. (172 FUEL)
T06	MACK	1987	XP85ES	NJ	02755	TRACTOR	23,000 LBS. (1/2 FUEL)
T09	WHITE	1975	XR24JC	NJ	44435	TRACTOR	23,620 LBS.
T16	FREIGHTLINER	1992	175F01	MD	35234	TRACTOR (LEASED)	17,500 LBS.
T17	FREIGHTLINER	1992	174F99	MD	35232	TRACTOR (LEASED)	15,500 LBS.
T18	PETERBILT	1990	XT179L	NJ	93873	TRACTOR	25,000 LBS.
T19	PETERBILT	1990	XU49CH	NJ	99818	TRACTOR	25,500 LBS.
T20	MACK	1992	XV89JE	NJ	05867	TRACTOR	25,500 LBS.
T21	FORD	1988	XAD6085	NJ	27935	STRAIGHT TRK-VAN	10,600 LBS.
T22	PETERBILT	1994	XAB1734	NJ	47112	TRACTOR (LEASED)	26,260 LBS. (FULL FUEL)
T23	PETERBILT	1994	XAD6194	NJ	58419	TRACTOR (LEASED)	LBS.

FORKLIFTS

MAKE	YEAR	WEIGHT CAPACITY	SERIAL #	DESCRIPTION
YALE	1952	5,000 CAPACITY	70011	FORKLIFT
CAT	1952	8,000 CAPACITY	626570011	FORKLIFT
CLARK	1970	20,000 CAPACITY		FORKLIFT
CAT	1979	30,000 CAPACITY	00749	FORKLIFT
HYSTER M# P150A		15,000 CAPACITY	25304	FORKLIFT
TOWMOTOR	1970	15,000 CAPACITY	B-12660343	FORKLIFT
CAT	1977	30,000 CAPACITY	225V000667	FORKLIFT
WHITE #1	1979	4,000 CAPACITY	5200355	FORKLIFT
WHITE #2	1979	4,000 CAPACITY	5200369	FORKLIFT
CLARK	1985	5,000 CAPACITY	0034-6475	FORKLIFT
MYLER APACHE	1979	40,000 CAPACITY	1079-80	FORKLIFT
2MYLER APACHE	1971	40,000 CAPACITY	15197143	FORKLIFT

MISC EQUIPMENT-

1 - PROPELLER JIGS
 1 - JO DOG 1965

MAKE	YEAR	LICENSE	ST	SERIAL#	DESCRIPTION
HOMEMADE-1	1986	776TVK	NJ	50001	3RD AXLE DROP-FRAME
HOMEMADE-2	1986	775TVK	NJ	00002	3RD AXLE LOW-BOY
HOMEMADE-3	1990	T891NZ	NJ	ED9166	SINGLE AXLE PIN ON #2 10:00 X 15

CARS & PICKUP TRUCKS

MAKE	YEAR	LICENSE	ST	SERIAL#	DESCRIPTION	DRIVER
FORD	1983	XR11MM	NJ	A0776	PICK UP	COMPANY
FORD	1989	XR71SG	NJ	09350	PICK UP	COMPANY
GMC	1989	XT77HE	NJ	31639	PICK UP	COMPANY
CHEVY	1974	XV24DC	NJ	48961	PICK UP	COMPANY
JEEP	1988	GG6L2N	NJ	01538	FARM	COMPANY
HOMEMADE-4	1986	T482RD	NJ	ED91305	FARM TRLR	COMPANY

ATLANTIC SPECIALIZED HAULING, INC.

MAKE	YEAR	LICENSE	ST	SERIAL#	DESCRIPTION	DRIVER
CHEVY	1992	XW73PM	NJ	95554	VAN	COMPANY
MITSUBISHI	1993	FUY23T	NJ	01961	CAR	COMPANY
SLB-412						
SLB-412A						

PAGE 2 OF 3

TRANS AMERICAN TRUCKING SERVICE INC
INCOME STATEMENT
TWO MONTHS ENDING FEBRUARY 28, 1994

	\$	%
NET SALES	765,586	100.0%
COST OF GOODS SOLD	886,423	115.8%
	-----	-----
GROSS PROFIT	(120,837)	-15.8%
	-----	-----
OPERATING EXPENSES		
Selling expenses	55,732	7.3%
Administrative expenses	224,007	12.9%
	-----	-----
Total operating expenses	279,739	20.2%
	-----	-----
INCOME (LOSS) FROM OPERATIONS	(400,576)	-52.3%
	-----	-----
OTHER INCOME (EXPENSES)		
Management fees	395,000	51.6%
Interest expense	(6,816)	-0.9%
	-----	-----
Total other income (expense)	388,184	50.7%
	-----	-----
INCOME BEFORE PROVISION FOR INCOME TAXES	(12,392)	-1.6%
PROVISION FOR STATE INCOME TAXES	(1,100)	-0.1%
	-----	-----
NET INCOME	(11,292)	-1.5%
	=====	=====

TRANS AMERICAN TRUCKING SERVICE INC
BALANCE SHEET
AS OF FEBRUARY 28, 1994

ASSETS	
CURRENT ASSETS	
Cash and cash equivalents	\$20,294
Accounts receivable net of allowance	631,157
Loans receivable - employees	192
Due from affiliated company	593,428
Prepaid expenses	19,222

Total current assets	1,264,293

FIXED ASSETS at cost	2,880,471
Less: accumulated depreciation	2,293,678

	586,793

OTHER ASSETS	
Security deposits	42,801
Cash value - Officers life insurance	26,481
Intangible assets, net of amortization	58,292

Total other assets	127,574

Total assets	\$1,978,660
	=====
LIABILITIES AND STOCKHOLDERS' EQUITY	
CURRENT LIABILITIES	
Current portion of long-term debt	214,358
Accounts payable	120,556
Accrued expenses	15,828
Drivers escrow payable	14,600
Income taxes payable	(17,318)

Total current liabilities	348,024

LONG-TERM LIABILITIES	
Long-term debt net of current portion	370,172
Deferred state income taxes	12,800

Total long-term liabilities	382,972

Total liabilities	730,996

STOCKHOLDER'S EQUITY	
Common stock	9,002
Retained earnings	1,249,954
Y-T-D Profit (Loss)	(11,292)

Total stockholder's equity	1,247,664

Total liabilities and stockholder's equity	\$1,978,660
	=====

STATEMENT OF UNPAID BUSINESS DEBTS

Transferor is a major, intrastate and interstate carrier, and pays its business debts on a current basis out of current operating funds. If it should become necessary, any such business debts will be satisfied from the proceeds of the present sale.

TRANS AMERICAN TRUCKING SERVICE, INC.

Safety Program

Trans American Trucking Service, Inc., was founded in 1980 and is incorporated in the State of New Jersey. Trans American employs a full-time safety director who monitors and controls the safety and insurance programs. Our safety program involves inspection of equipment every 30 days, or whenever the equipment comes into a terminal when it is physically inspected and repairs are made before going back onto the road. A driver's safety refresher course is given every year, coinciding with our yearly insurance review. Trans American Trucking Service, Inc. is aware of the rules and regulations of the Pennsylvania Public Utility Commission and the Department of Transportation relating to the safe operation of commercial vehicles and will comply with all such regulations.

TRANS AMERICAN TRUCKING SERVICE, INC.

Statement of Experience

Applicant is a motor common carrier holding PUC authority and authority from the Interstate Commerce Commission as a motor common carrier. The applicant maintains facilities at Pittsburgh and New Castle, PA, in addition to its office in South Plainfield, NJ. It operates a large fleet of both leased and company owned equipment, including equipment specialized for the transportation of heavy commodities. The applicant was founded in 1980 and has been in business continuously since that time.

TRANS AMERICAN TRUCKING SERVICE, INC.

115 St. Nicholas Avenue
South Plainfield, New Jersey 07080
Phone: (201) 755-9000
Fax: (201) 755-9167

STOCKHOLDERS

Ronald McGraw	100%
115 St. Nicholas Avenue	
South Plainfield, NJ 07080	

OFFICERS

Ronald McGraw	President
	Treasurer
Jeffrey McGraw	Vice President
	Secretary

PILLAR AND MULROY

PROFESSIONAL CORPORATION

ATTORNEYS-AT-LAW

312 BLVD. OF THE ALLIES, SUITE 700
PITTSBURGH, PA 15222-1916

RECEIVED

94 APR 21 PM 2:10

PA PUC
BUREAU

TELEPHONE (412) 471-3300

FAX (412) 471-6068

JOHN A. PILLAR
THOMAS M. MULROY
LYNN E. MACBETH
ANTHONY A. SEETHALER, JR.
JERI A. YURT

April 19, 1994

Re: Trans American Trucking Service, Inc.--
Purchase (Portion)--American Transport, Inc.
Docket No. A-107793, F. 2 Am-E
File No. 1342-3

Marlene Wendt, Application Section
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Dear Ms. Wendt:

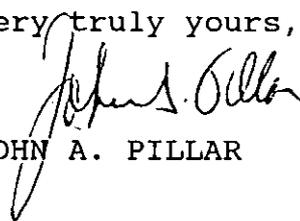
In connection with the above referenced transfer application,
the answer to paragraph 11 is as follows:

Transferor desires to reduce its intrastate
transportation to the authority referred to in paragraph
3 of its current operating authority, and transferee
desires to expand its transportation in intrastate
commerce.

With respect to the operating rights to be retained by the
transferor, specifically paragraph 3 of its authority which
authorizes transportation of paper and paper products, from the
facilities of Hammermill Papers Group in Clinton County, to points
in Pennsylvania, and vice versa, the transferee has no objection to
the Commission's imposition of a restriction in the authority
transferred against transportation of paper and paper products,
from the facilities of Hammermill Papers Group in Clinton County,
to points in Pennsylvania, and vice versa.

If you require anything further, please advise.

Very truly yours,


JOHN A. PILLAR

SW
cc: Trans American Trucking Service, Inc.

DOCUMENT
FOLDER

PENNSYLVANIA PUBLIC UTILITY COMMISSION



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.

RECEIVED RECEIPT

24 MAY -9 11:13:56

PA. P. U. C.
INFO. CONTROL DIV.

JOHN A PILLAR ESQ
312 BLVD OF THE ALLIES
SUITE 700
PITTSBURGH PA 15222

Date May 5, 1994

CR 151038 A

**DOCUMENT
FOLDER**

DOCKETED
MAY 11 1994
PA. P. U. C.
INFO. CONTROL DIV.
RECEIVED
MAY 9 PM 3:48

In re Application Fee for Trans American Trucking Service, Inc.
A-00107793, P.2, Am.E.....\$350.00

Revenue account 001780-017601-102 (ks)
CK# 050985 Checks \$350.00 Currency _____
Utility account _____
50:26

C. Joseph Meisinger
For Department of Revenue

May 13, 1994

John A. Pillar
Attorney at Law
312 Boulevard of the Allies
Suite 700
Pittsburgh, PA 15222

In Re: Application of - A-00107793, F.2, Am-E - Trans American Trucking
Service, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf
of Trans American Trucking Service, Inc.

The application has been captioned as attached and will be
submitted for review, provided no protests are filed on or before June 6,
1994. If protests are filed, you will be advised as to further procedure.

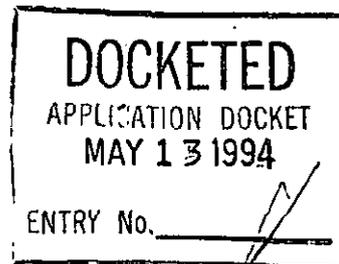
This application is accepted with the understanding that the
transferor will continue to render the service and comply with all the rules
of the Commission, including the carrying of continuous insurance, until
final disposition is made of the application by the Commission.

You are further advised that the above application will be
published in the Pennsylvania Bulletin of May 14, 1994.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

cc: Applicant
115 St. Nicholas Avenue
South Plainfield, NJ 07080



A-00107793, F. 2, Am-E, TRANS AMERICAN TRUCKING SERVICE, INC. (115 St. Nicholas Avenue, South Plainfield, NJ 07080), a corp of the State of New Jersey, inter alia- property for Union Electric Steel Corp. from its plant in the township of Smith, Washington County, to points in the counties of Allegheny, Beaver, Butler, Lawrence and Washington, and vice versa; and from the plant of Union Electric Steel Corp. in the said township to other points in Pennsylvania, and vice versa, by interchange with Class A and D carriers at points in the county of Allegheny; excluding the transportation of commodities in bulk in tank or hopper-type vehicles: SO AS TO PERMIT the transportation of (1) as a Class B carrier, property between points in the city and county of Philadelphia serving railroad terminals, wholesalers, jobbers, manufacturers and to retailers, but excluding transportation from retail stores to their customers; (2) as a Class D carrier, machinery, pipe and heavy objects requiring rigging, skidding or special handling onto or off of trucks and/or in connection with the dismantling of machinery and the transportation of parts so dismantled between points in the county of Philadelphia, and points within one hundred and seventy (170) miles of the city of Philadelphia, subject to the restriction that at any time any one truck shall carry the goods of not more than one shipper to not more than one consignee or destination; (3) property from the facilities of American Coastal Industries, Inc. in the borough of Renovo, Clinton County, to points in Pennsylvania, and vice versa; (4) machinery, pipe and heavy objects requiring rigging, skidding or special handling onto or off of trucks and/or in connection with the dismantling of machinery and the transportation of parts so dismantled from points in the city of Philadelphia and points within an airline distance of one hundred seventy (170) statute miles of the limits thereof, to points in Pennsylvania beyond an airline distance of one hundred and seventy (170) statute miles of the limits of the city of Philadelphia and vice versa; with rights no. 1, 2, 3 and 4 subject to the following conditions: That no right, power or privilege is granted to transport property on trailers where the loading bed is forty (40) inches or less above ground level to or from points in the counties of Cumberland, Dauphin, Perry and Lebanon, nor to or from points in the county of York within an airline distance of twenty-five (25) statute miles of the state capitol in Harrisburg, Dauphin County; provided that this restriction shall not preclude transportation to or from the facilities of York-Shipley, Inc., York, York County; That no right, power or privilege is granted to transport pipe from the facilities of Phoenix Steel Corporation, Phoenixville, Chester County, to points in the city of Pittsburgh, Allegheny County, and points within an airline distance of thirty-five (35) statute miles of the City-County Building in the said city; and That no right, power or privilege is granted to transport pipe from the facilities of Babcox & Wilcox Co., Beaver Falls, Beaver County, the facilities of U.S.X. (formerly United States Steel Corporation), McKeesport, Allegheny County, and the facilities of Jones & Laughlin Steel Corporation, Aliquippa, Beaver County, to points in the city of Philadelphia and points within an airline distance of thirty-five (35) statute miles of the City Hall in the said city; (5) property, for the United States Government, from the facilities of the Defense Depot, Mechanicsburg and the Navy Ships Parts Control Center, Mechanicsburg, located in the county of Cumberland, to points in Pennsylvania and vice versa; with right no. 5 subject to the following condition: That no right, power or privilege is granted to transport property in van trailers or household goods in use and commodities in bulk; and (6) property, for NRG Barriers West, Inc. from its facilities located in the county of Luzerne to points in Pennsylvania, and vice versa; with right no. 6 subject to the following condition: That no right, power or privilege is granted to transport petroleum, petroleum products and dry litharge in bulk;

which is to be a transfer of part of the rights authorized under the certificate issued at A-00108770, F. 2 to American Transport, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.
ATTORNEY: John A. Pillar, 312 Boulevard of the Allies, Suite 700, Pittsburgh, PA 15222.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

MAY 14 1994

Published in Pennsylvania Bulletin

BUREAU OF TRANSPORTATION
COMMON CARRIER
April 1994

A-00107793
F. 2
Am-E

Application of Trans American Trucking Service, Inc., a corporation of the State of New Jersey, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, property for Union Electric Steel Corp. from its plant in the township of Smith, Washington County, to points in the counties of Allegheny, Beaver, Butler, Lawrence and Washington, and vice versa; and from the plant of Union Electric Steel Corp. in the said township to other points in Pennsylvania, and vice versa, by interchange with Class A and D carriers at points in the county of Allegheny; excluding the transportation of commodities in bulk in tank or hopper-type vehicles: SO AS TO PERMIT the transportation of (1) as a Class B carrier, property between points in the city and county of Philadelphia serving railroad terminals, wholesalers, jobbers, manufacturers and to retailers, but excluding transportation from retail stores to their customers; (2) as a Class D carrier, machinery, pipe and heavy objects requiring rigging, skidding or special handling onto or off of trucks and/or in connection with the dismantling of machinery and the transportation of parts so dismantled between points in the county of Philadelphia, and points within one hundred and seventy (170) miles of the city of Philadelphia, subject to the restriction that at any time any one truck shall carry the goods of not more than one shipper to not more than one consignee or destination; (3) property from the facilities of American Coastal Industries, Inc. in the borough of Renovo, Clinton County, to points in Pennsylvania, and vice versa; (4) machinery, pipe and heavy objects requiring rigging, skidding or special handling onto or off of trucks and/or in connection with the dismantling of machinery and the transportation of parts so dismantled from points in the city of Philadelphia and points within an airline distance of one hundred seventy (170) statute miles of the limits thereof, to points in Pennsylvania beyond an airline distance of one hundred and seventy (170) statute miles of the limits of the city of Philadelphia and vice versa; with rights no. 1, 2, 3 and 4 subject to the following conditions: That no right, power or privilege is granted to transport property on trailers where the loading bed is forty (40) inches or less above ground level to or from points in the counties of Cumberland, Dauphin, Perry and Lebanon, nor to or from points in the county of York within an airline distance of twenty-five (25) statute miles of the state capitol in Harrisburg, Dauphin County; provided that this restriction shall not preclude transportation to or from the facilities of York-Shipley, Inc., York, York County; That no right, power or privilege is granted to transport pipe from the facilities of Phoenix Steel Corporation, Phoenixville, Chester County, to points in the city of Pittsburgh, Allegheny County, and points within an airline distance of thirty-five (35) statute miles of the City-County Building in the said city; and That no right, power or privilege is granted to transport pipe from the facilities of Babcox & Wilcox Co., Beaver Falls, Beaver County, the

Protests due

NA

JUN 1 1994
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FOLDER

DOCKETED
APPLICATION DOCKET
MAY 13 1994
ENTRY No.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin _____

- 2 -

facilities of U.S.X. (formerly United States Steel Corporation), McKeesport, Allegheny County, and the facilities of Jones & Laughlin Steel Corporation, Aliquippa, Beaver County, to points in the city of Philadelphia and points within an airline distance of thirty-five (35) statute miles of the City Hall in the said city; (5) property, for the United States Government, from the facilities of the Defense Depot, Mechanicsburg and the Navy Ships Parts Control Center, Mechanicsburg, located in the county of Cumberland, to points in Pennsylvania and vice versa; with right no. 5 subject to the following condition: That no right, power or privilege is granted to transport property in van trailers or household goods in use and commodities in bulk; and (6) property, for NRG Barriers West, Inc. from its facilities located in the county of Luzerne to points in Pennsylvania, and vice versa; with right no. 6 subject to the following condition: That no right, power or privilege is granted to transport petroleum, petroleum products and dry litharge in bulk; which is to be a transfer of part of the rights authorized under the certificate issued at A-00108770, F. 2 to American Transport, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

MW:rn
4/28/94

Application received: 4-8-94
Application docketed: 4-25-94

Protests due _____