

A-00107793F2

APPLICATION

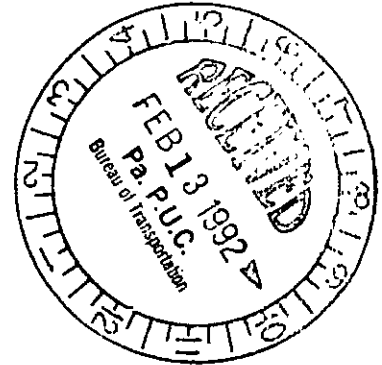
F2 AMA

PILLAR AND MULROY, P.C.

ATTORNEYS-AT-LAW
SUITE 700

312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222 - 1916

TELEPHONE (412) 471-3300
FAX: (412) 471-6068



JOHN A. PILLAR
THOMAS M. MULROY
ANTHONY A. SEETHALER, JR.

February 10, 1992

Re: Trans American Trucking
Service, Inc.--Purchase--
Lorraine Puza, d/b/a
Edward Pohutsky Trucking
File No. 1342-2

A-107793
F.2, Am-A

VED

FEB 13 1992

SECRETARY'S OFFICE
Public Utility Commission

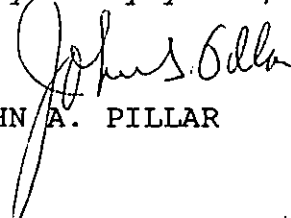
Hon. John G. Alford, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

Dear Sir:

Enclosed for filing are the original and two copies of an application on behalf of Trans American Trucking Service, Inc. to purchase the authority held by Lorraine Puza, d/b/a Edward Pohutsky Trucking at Docket A-00106497. Also enclosed is the filing fee, in the amount of \$350.00.

Please acknowledge receipt of the enclosures and advise the undersigned if anything further is required to process this application.

Very truly yours,


JOHN A. PILLAR

SW

Enclosures

cc: George A. Yavorek, Esq.
Trans American Trucking Service, Inc.



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

ORIGINAL

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

627573

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)

823870

No. A-00106497, Folder No. _____, issued to

LORRAINE PUZA, d/b/a EDWARD POHUTSKY TRUCKING
(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY	
Docket No.	<u>A-107793</u>
Folder No.	<u>2, Am-A</u>

RECEIVED

FEB 13 1992

SECRETARY'S OFFICE
Public Utility Commission

APPL: A-107793

active

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION **COMPL.**

MVIC.

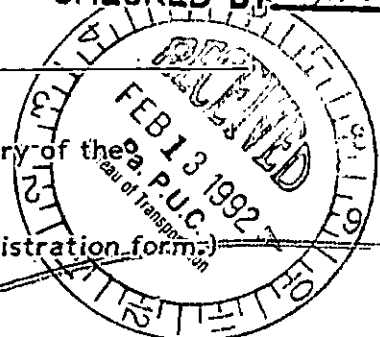
1. TRANS AMERICAN TRUCKING SERVICE, INC.
(Full and correct name of applicant/transferee)

CHECKED BY MW

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

DOCUMENT FOLDER

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



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

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)

F2 AMENDMENT A

DOCKETED APPLICATION DOCKET	
MAR 4 1992	
ENTRY No.	<u>MW</u>

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:
TRANS AMERICAN TRUCKING SERVICE, INC., 115 St. Nicholas Avenue,
Transferee: South Plainfield, NJ 07080
(Name) (Address)
LORRAINE PUZA, c/o George Yavorek, Esq., Bank Towers Bldg.,
Transferor: 9th Floor, 321 Spruce Street, Scranton, PA 18503
(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 Oct. 9, 1987 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

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

N/A

10. Applicant proposes to acquire all of the operating rights 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 Transferor desires to retire from the
transportation business.

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. NONE
- 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)
- Statement of corporate charter purpose. (corporations only)
- 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: _____ 2/3, 1992
 (each partner must sign) (Date)
 (Corporate Seal)

LORRAINE PUZA, d/b/a
 EDWARD POHUTSKY TRUCKING

Transferor sign here: BY: *Lorraine Puza* 2/7, 1992
 Lorraine Puza
 (Corporate Seal)

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

Ronald 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 the same at the hearing hereof.
(Name of Corporation)

Signature of Affiant

Ronald McGraw

Sworn and subscribed before me this _____
day of 2/3 19 92

My Commission Expires 12/21/92

DANIEL A. GROTH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 21, 1992

Signature of Official Administering Oath

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
LACKAWANNA County :

LORRAINE PUZA, 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.

Lorraine Puza
Signature of Affiant

LORRAINE PUZA

Sworn and subscribed before me this 7th
day of FEBRUARY 1992
My Commission Expires JUNE 27, 1994

Joan D. Stevens
Signature of Official Administering Oath

Notary Seal
Joan D. Stevens, Notary Public
Scranton, Lackawanna County
My Commission Expires June 27, 1994

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law,
deposes and says that he is _____ of _____;
(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 _____ to be able to prove the
(Name of Corporation)
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

A G R E E M E N T

THIS AGREEMENT is made this 7th day of February, 1992, between LORRAINE PUZA, d/b/a EDWARD POHUTSKY TRUCKING (SELLER), a sole proprietor domiciled in Eynon, Lackawanna County, Pennsylvania, and TRANS AMERICAN TRUCKING SERVICE, INC. (BUYER), a New Jersey corporation having its office in South Plainfield, New Jersey.

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-00106497.

B. BUYER is a motor common carrier of property and holds a Certificate of Public Convenience issued by the PUC at Docket A-00107793.

C. SELLER has agreed to sell, and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests and other claims, SELLER's operating rights issued by the PUC at Docket No. A-00106497, a true copy 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 transaction pursuant to 66 Pa. C.S.A. § 1102 of the Pennsylvania Public Utility Code (herein called "the permanent 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, all of the Pennsylvania intrastate operating rights owned by SELLER in its Certificate of Public Convenience issued by the PUC at Application Docket No. A-00106497 (see Appendix "A" attached hereto).

2. Price and Payment

BUYER will pay to SELLER for the operating rights the total sum of Eighteen Thousand (\$18,000.00) Dollars, to be paid as follows:

2.1 SELLER acknowledges receipt of the sum of One Thousand (\$1,000.00) Dollars previously paid by BUYER to SELLER's attorney to be held in escrow pursuant to paragraph 3 of this Agreement.

2.2 BUYER shall deliver the sum of Seven Thousand (\$7,000.00) Dollars upon execution of this Agreement by both parties to be deposited into an escrow account in accordance with the terms of paragraph 3 of this Agreement.

2.3 BUYER shall deliver the balance due to SELLER in cash or by cashier's or certified check at the closing.

3. Escrow Fund

3.1 Escrow Agents. The escrow fund provided for under paragraph 2 is to be deposited in escrow with George Yavorek, Esq., of Scranton, PA, and John A. Pillar, Esq., of Pittsburgh, PA (herein jointly called "the escrow agents").

The escrow agents agree to serve in accordance with the terms and conditions of this Agreement, a signed counterpart of which shall constitute appropriate directions and authority for the escrow agents.

3.2 Depository. The escrow fund shall, at the option of the escrow agents, be placed in an interest-bearing savings account or vested in other interest-bearing securities or placed in a non-interest bearing checking account.

3.3 Interest. Any interest earned on the escrow fund prior to the closing date shall be payable to the party to whom the escrow fund is paid.

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 a

permanent 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 will have its counsel prepare the necessary application at BUYER's expense. BUYER and SELLER will supply such information as may be required, attending hearings and present testimony if necessary, and otherwise cooperate to the end that approval of this transaction may be secured.

5. Warranties As To Operating Rights

SELLER warrants and guarantees that the operating rights have been fully 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 final 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 Permanent Application

If the PUC, by its final order, should deny approval of the permanent application, this agreement shall terminate. 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 8.

7. Approval of Permanent Application Subject to Restrictions

It is the intention of the parties that BUYER will purchase all of the operating rights set forth on Appendix "A".

If the PUC, by its final order, approves the permanent 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", or materially limit the use of the operating rights by BUYER 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 ten (10) days after the service date of any such order.

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 permanent application or grant the permanent 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 permanent 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 permanent application, subject to conditions, is sustained by the court, BUYER may exercise its rights 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; 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 claims, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this agreement.

10. 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 applicable to any and all operating periods up to the closing date 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 permanent application, 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 final 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.

11. Closing Date

The final closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC approving the permanent application, or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the final closing date at the time of day and place mutually agreed upon by the parties.

12. 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.

13. Notices

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:

SELLER:

LORRAINE PUZA

BUYER:

TRANS AMERICAN TRUCKING SERVICE, INC.
115 St. Nicholas Avenue
South Plainfield, NJ 07080

A copy of any such communication shall also be mailed to the following legal counsel:

FOR THE BUYER:

John A. Pillar, Esq.
Pillar and Mulroy, P.C.
Suite 700
312 Boulevard of the Allies
Pittsburgh, PA 15222

FOR THE SELLER:

George Yavorek, Esq.
Bank Towers Building
9th Floor
321 Spruce Street
Scranton, PA 18503

14. Construction

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

15. Entire Agreement of 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, unless 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:

TRANS AMERICAN TRUCKING
SERVICE, INC. (BUYER)

Catherine Gallo

By: _____

WITNESS:

LORRAINE PUZA (SELLER)

George A. Yarnall

Lorraine Puza

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held December 5, 1985

Commissioners Present:

Linda C. Taliaferro, Chairman
Frank Fischl
Bill Shane

Application of Lorraine S. Pohutsky,
t/d/b/a Edward Pohutsky Movers for
approval of the transfer to it of
all of the operating rights held by
Edward D. Pohutsky, t/d/b/a Edward
Pohutsky Movers at A-00097605,

A-00106497

1. To transport, as a Class B carrier,
property between points in the borough
of Dickson City, Lackawanna County and
within an airline distance of three
(3) statute miles of the limits of
said borough, 2. To transport, as a
Class B carrier, household goods in
use from points in the borough of
Dickson City, Lackawanna County and
within an airline distance of three
(3) statute miles of the limits of
said borough to other points in
Pennsylvania, and vice versa,
3. To transport, as a Class D carrier,
lawfully mines and lawfully prepared
coal from mines and breakers in the
county of Lackawanna to points in the
said county; 4. To transport, as a
Class B carrier, household goods in
use between points in the city of
Scranton, Lackawanna County, and
within five (5) miles by the usually
traveled highways of the limits of
said city, 5. To transport, as a
Class D carrier, household goods,
works of art, fixtures, office
furnishings, plant equipment and
furnishings, in use, or to be set up
for use, between points in the city
of Wilkes-Barre, Luzerne County, and
within ten (10) miles, by the usually
traveled highways, of the limits of
said city, 6. To transport, as a
Class D carrier, household goods,
works of art, fixtures, office
furnishings, plant equipment and

APPENDIX "A"

furnishings, in use, or to be set up for use, from points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles, by the usually traveled highways of the limits of said city, to other points in Pennsylvania, and vice versa, 7. To transport, as a Class B carrier, household goods in use, office furniture in use, office fixtures in use, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when presently a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments; and articles, in use, including objects of art displays, and exhibits, which because of their unusual nature or value require specialized handling and equipment usually employed in moving household goods between points in the city of Scranton and borough of Dunmore, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of said city and borough, 8. To transport, as a Class D carrier, household goods in use from points in the city of Scranton and borough of Dunmore, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of said city and borough to other points in Pennsylvania, and vice versa, 9. To transport, as a Class B carrier, property between points in the city of Wilkes-Barre, and within five (5) miles, by the usually traveled highways, of the limits of said city, 10. To transport, as a Class C carrier, property from points in the city of Wilkes-Barre, and within five (5) miles, by the usually traveled highways, of the limits of said city, to points within fifteen (15) miles, by the usually traveled highways, of the limits of said city, and vice versa; with the above rights 9 and 10 subject to the following condition: That no right, power or privilege is granted to transport household goods in use, works of art, fixtures in use and office furnishings, plant equipment and

furnishings between points in the city of Wilkes-Barre and ten (10) miles thereof or from points in the city of Wilkes-Barre and ten (10) miles thereof, 11. To transport, as a Class D carrier, wire, cables and electrical equipment, in emergencies, from the city of Wilkes-Barre to points in Pennsylvania within seventy-five (75) miles, by the usually traveled highways, of the limits of said city; provided, that the rights, powers and privileges hereby granted shall be limited and restricted to twelve (12) trips per calendar year, and a report of such trips to be filed with the Public Utility Commission, 12. To transport, as a Class D carrier, structural steel and other structural materials requiring rigging or special equipment between points in Pennsylvania within seventy-five (75) miles, by the usually traveled highways of the limits of the city of Wilkes-Barre, 13. To transport, as a Class D carrier, freight in less-than-carload lots for The Delaware and Hudson Railroad Corporation at Wilkes-Barre, Hudson, Pittston and Avoca, Luzerne County, Moosic, Scranton, Dickson City, Olyphant, Jessup, Peckville, Archbald, Jormyn, Mayfield, and Carbondale, Lackawanna County, with rights nos. 9 through 13 above to be subject to the following condition: That no right, power or privilege is granted to transport raw silk, materials or finished products of the silk industry, provided, however, that the applicant may transport silk and silk products to and from mills and railroad stations or other places of business, 14. To transport, as a Class D carrier, property between points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles by the usually traveled highways of the limits of the said city; with right no. 14 above subject to the following condition: That no right, power or privilege is granted to transport household goods in use, works of art, fixtures in use and office furnishings, plant equipment and furnishings between points in the city of Wilkes-Barre and ten (10) miles

thereof or from points in the city of Wilkes-Barre and ten (10) miles thereof, 15. To transport, as a Class D carrier, property excluding household goods in use, from points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles by the usually traveled highways of the limits of the said city, to points within twenty-five (25) miles by the usually traveled highways of the limits of the said city and vice versa; excluding the cities of Scranton and Hazleton, and excluding the transportation of structural steel and other heavy objects and materials requiring special handling, rigging or hoisting, and excluding the transportation of products of the silk (natural or artificial) industry; with right no. 15 above subject to the following condition: That no right, power or privilege is granted to transport works of art, fixtures in use and office furnishings, plant equipment and furnishings in use from points in the city of Wilkes-Barre, Luzerne County and within ten (10) miles thereof, 16. To transport, as a Class D carrier, tobacco, tobacco products and property used in the processing thereof, and containers of tobacco products and property used in processing tobacco and tobacco products, for the Consolidated Cigar Company, from its plants in the township of Banks, Carbon County, to its plants in the borough of Berwick, Columbia County, and vice versa; with right no. 16 above subject to the following condition: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles, 17. To transport, as a Class D carrier, property between points in the borough of Old Forge, Lackawanna County, and within an airline distance of ten (10) miles of the limits of the said borough, 18. To transport, as a Class D carrier, property from points in the borough of Old Forge, Lackawanna County, and within an airline distance of three

(3) miles of the limits of the said borough to the cities of Wilkes-Barre, Luzerne County, and Carbondale, Lackawanna County, and points intermediate between those cities and the borough of Old Forge, 19. To transport, as a Class D carrier, household goods in use from points in the borough of Old Forge, Lackawanna County, and within an airline distance of ten (10) miles of the limits of the said borough to points in Pennsylvania, and vice versa, excluding service to or from points in the city of Nanticoke, Luzerne County, and excluding service to or from points in the boroughs of Clarks Green, Dalton and Moscow and the village of Waverly, Lackawanna County, except as authorized under the 17th right hereinabove granted; with rights numbers 17, 18 and 19 above subject to the following conditions:

a. That no right, power or privilege is granted to pick up or deliver between the city of Scranton, Lackawanna County, and the city of Carbondale, Lackawanna County, or intermediate points, except household goods, office furnishings and plant equipment in use; b. That no right, power or privilege is granted to pick up or deliver between the borough of Old Forge, Lackawanna County, and the city of Wilkes-Barre, Luzerne County, or between the borough of Old Forge and the city of Scranton, Lackawanna County, or intermediate points lying between and adjacent thereto, except household goods, office furnishings and plant equipment in use, c. That no right, power or privilege is granted to transport raw silk, materials and finished products of the silk industry, provided, however, that the applicant may transport silk and silk products to and from mills or other places of business and railroad station, d. That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

. O R D E R

BY THE COMMISSION:

FACTS

This matter comes before the Commission on an application filed August 8, 1985. Notice of the application was filed in the Pennsylvania Bulletin of September 21, 1985. No protests were filed and this record is certified to the Commission without oral hearing.

The applicant shows assets of \$73,000, subject to no liabilities.

The applicant proposes to purchase all of the transferor's motor carrier trucking rights at A-00097605 for a nominal consideration of \$1. Transferor, Edward D. Pohutsky, died September 20, 1984, and transferee, Lorraine S. Pohutsky is his surviving spouse, administratrix of his estate and heir.

Transferor shows gross revenue for 1983 of \$57,479 and 1984 of \$47,182. All due assessments have been paid and all reports have been filed.

We find that:

1. The applicant is fit to receive the transfer of authority herein involved.
2. There is a continuing necessity for the authority herein involved.

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

1. To transport, as a Class B carrier, property between points in the borough of Dickson City, Lackawanna County and within an airline distance of three (3) statute miles of the limits of said borough.
2. To transport, as a Class B carrier, household goods in use from points in the borough of Dickson City, Lackawanna County and within an airline distance of three (3) statute miles of the limits of said borough to other points in Pennsylvania, and vice versa.
3. To transport, as a Class D carrier, lawfully mines and lawfully prepared coal from mines and breakers in the county of Lackawanna to points in the said county;
4. To transport, as a Class B carrier, household goods in use between points in the city of Scranton, Lackawanna County, and within five (5) miles by the usually traveled highways of the limits of said city.

5. To transport, as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be set up for use, between points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles, by the usually traveled highways, of the limits of said city.
6. To transport, as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be set up for use, from points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles, by the usually traveled highways of the limits of said city, to other points in Pennsylvania, and vice versa.
7. To transport, as a Class B carrier, household goods in use, office furniture in use, office fixtures in use, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when presently a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments; and articles, in use, including objects of art displays, and exhibits, which because of their unusual nature or value require specialized handling and equipment usually employed in moving household goods between points in the city of Scranton and borough of Dunmore, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of said city and borough.
8. To transport, as a Class D carrier, household goods in use from points in the city of Scranton and borough of Dunmore, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of said city and borough to other points in Pennsylvania, and vice versa.
9. To transport, as a Class B carrier, property between points in the city of Wilkes-Barre, and within five (5) miles, by the usually traveled highways, of the limits of said city.
10. To transport, as a Class C carrier, property from points in the city of Wilkes-Barre, and within five (5) miles, by the usually traveled highways, of the limits of said city, to points within fifteen (15) miles, by the usually traveled highways, of the limits of said city, and vice versa.

with rights no. (9) and (10) subject to the following condition:

That no right, power or privilege is granted to transport household goods in use, works of art, fixtures in use and office furnishings, plant equipment and furnishings between points in the city of Wilkes-Barre and ten (10) miles thereof or from points in the city of Wilkes-Barre and ten (10) miles thereof.

11. To transport, as a Class D carrier, wire, cables and electrical equipment, in emergencies, from the city of Wilkes-Barre to points in Pennsylvania within seventy-five (75) miles, by the usually traveled highways, of the limits of said city; provided, that the rights, powers and privileges hereby granted shall be limited and restricted to twelve (12) trips per calendar year, and a report of such trips to be filed with the Public Utility Commission.
12. To transport, as a Class D carrier, structural steel and other structural materials requiring rigging or special equipment between points in Pennsylvania within seventy-five (75) miles, by the usually traveled highways of the limits of the city of Wilkes-Barre.
13. To transport, as a Class D carrier, freight in less-than-carload lots for The Delaware and Hudson Railroad Corporation at Wilkes-Barre, Hudson, Pittston and Avoca, Luzerne County, Moosic, Scranton, Dickson City, Olyphant, Jessup, Peckville, Archbald, Jermyn, Mayfield, and Carbondale, Lackawanna County.

with rights nos. 9 through 13 subject to the following condition:

That no right, power or privilege is granted to transport raw silk, materials or finished products of the silk industry, provided, however, that the applicant may transport silk and silk products to and from mills and railroad stations or other places of business.

14. To transport, as a Class D carrier, property between points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles by the usually traveled highways of the limits of the said city.

with right no. 14 subject to the following condition:

That no right, power or privilege is granted to transport household goods in use, works of art, fixtures in use and office furnishings, plant equipment and furnishings between points in the city of Wilkes-Barre and ten (10) miles thereof or from points in the city of Wilkes-Barre and ten (10) miles thereof.

15. To transport, as a Class D carrier, property excluding household goods in use, from points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles by the usually traveled highways of the limits of the said city, to points within twenty-five (25) miles by the usually traveled highways of the limits of the said city and vice versa; excluding the cities of Scranton and Hazelton, and excluding the transportation of structural steel and other heavy objects and materials requiring special handling, rigging or hoisting, and excluding the transportation of products of the silk (natural or artificial) industry.

with right no. 15 above subject to the following condition:

That no right, power or privilege is granted to transport works of art, fixtures in use and office furnishings, plant equipment and furnishings in use from points in the city of Wilkes-Barre, Luzerne County and within ten (10) miles thereof.

16. To transport, as a Class D carrier, tobacco, tobacco products and property used in the processing thereof, and containers of tobacco products and property used in processing tobacco and tobacco products, for the Consolidated Cigar Company, from its plants in the township of Banks, Carbon County, to its plants in the borough of Berwick, Columbia County, and vice versa.

with right no. 16 above subject to the following condition:

That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

17. To transport, as a Class D carrier, property between points in the borough of Old Forge, Lackawanna County, and within an airline distance of ten (10) statute miles of the limits of the said borough.

18. To transport, as a Class D carrier, property from points in the borough of Old Forge, Lackawanna County, and within an airline distance of three (3) miles of the limits of the said borough to the cities of Wilkes-Barre, Luzerne County, and Carbondale, Lackawanna County, and points intermediate between those cities and the borough of Old Forge.
19. To transport, as a Class D carrier, household goods in use from points in the borough of Old Forge, Lackawanna County, and within an airline distance of ten (10) statute miles of the limits of the said borough to points in Pennsylvania, and vice versa, excluding service to or from points in the city of Nanticoke, Luzerne County, and excluding service to or from points in the boroughs of Clarks Green, Dalton and Moscow and the village of Waverly, Lackawanna County, except as authorized under the 17th right hereinabove granted;

with rights numbers 17, 18 and 19 above subject to the following conditions:

- a. That no right, power or privilege is granted to pick up or deliver between the city of Scranton, Lackawanna County, and the city of Carbondale, Lackawanna County, or intermediate points, except household goods, office furnishings and plant equipment in use.
- b. That no right, power or privilege is granted to pick up or deliver between the borough of Old Forge, Lackawanna County, and the city of Wilkes-Barre, Luzerne County, or between the borough of Old Forge and the city of Scranton, Lackawanna County, or intermediate points lying between and adjacent thereto, except household goods, office furnishings and plant equipment in use.
- c. That no right, power or privilege is granted to transport raw silk, materials and finished products of the silk industry, provided, however, that the applicant may transport silk and silk products to and from mills or other places of business and railroad station.
- d. That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles;

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

- (1) That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
- (2) That the applicant charge to Account 1550, Other Intangible Property, \$1, being the amount of the consideration payable by it for the right and going concern value attributable thereto; less any amount recorded under condition 1 above.
- (3) That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending submission of proof of compliance with the provisions of the Fictitious Names Act.

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 Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

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

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

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

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor, Edward D. Pohutsky, t/d/b/a Edward Pohutsky Movers, at A-00097605 be cancelled and the record be marked closed.

BY THE COMMISSION,

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: December 5, 1985

ORDER ENTERED: DEC 16 1985

DESCRIPTION/INVENTORY OF EQUIPMENT

150 TON	19 AXLE	LOW BOY TRAILER
150 TON	15 AXLE	DROP FRAME TRAILER
85 TON	13 AXLE	LOW BOY TRAILER
100 TON	12 AXLE	LOW BOY TRAILER
80 TON	11 AXLE	LOW BOY TRAILER
70 TON	10 AXLE	LOW BOY TRAILER
60 TON	9 AXLE	LOW BOY TRAILER
60 TON	9 AXLE	LOW BOY TRAILER
50 TON	8 AXLE	LOW BOY TRAILER
50 TON	8 AXLE	LOW BOY TRAILER

23 LOW BED TRAILERS (STANDARD CAPACITY UP TO 35 TONS, AIR RIDE)

19 DROP DECK TRAILERS (STANDARD CAPACITY UP TO 35 TONS, AIR RIDE)

21 FLAT BED TRAILERS (STANDARD CAPACITY UP TO 35 TONS, AIR RIDE)

14 45' VAN TRAILERS

6 REMOVABLE GOOSENECK TRAILERS

14 TRACTORS, COMPANY OWNED/ 53 OWNER OPERATORS, 22 OF WHICH ARE QUALIFIED HEAVY-HAUL DRIVERS.

TRANS AMERICAN TRUCKING SERVICE INC
BALANCE SHEET
AS OF JUNE 30, 1991

ASSETS

CURRENT ASSETS:

CASH	\$	370,731	
INVESTMENTS - SHORT TERM		70,000	
NET ACCOUNTS RECEIVABLE		1,138,743	
LOANS RECEIVABLE		14,139	
PREPAID EXPENSES		65,750	
TOTAL DEPOSITS		25,000	

TOTAL CURRENT ASSETS	\$		1,704,364

FIXED ASSETS:

TRANSPORTATION EQUIPMENT	2,120,223		
DOCK EQUIPMENT	155,954		
FURNITURE & FIXTURES	94,086		
OFFICE EQUIPMENT	133,252		
LEASEHOLD IMPROVEMENTS	132,322		

TOTAL FIXED ASSETS		2,635,836	
ACCUMULATED DEPRECIATION		(1,674,667)	

NET FIXED ASSETS			961,169

OTHER ASSETS:

COVENANT NOT TO COMPETE	25,000		
ACCUMULATED AMORTIZATION	(8,333)		

NET COVENANT		16,667	
GOODWILL	14,610		
ACCUMULATED AMORTIZATION	(4,870)		

NET GOODWILL		9,740	

TOTAL OTHER ASSETS			26,407

TOTAL ASSETS			\$ 2,691,940
			=====

TRANS AMERICAN TRUCKING SERVICE INC
BALANCE SHEET
AS OF JUNE 30, 1991

LIABILITIES & STOCKHOLDERS'
EQUITY

CURRENT LIABILITIES:

NOTES PAYABLE	\$	261,963	
ACCOUNTS PAYABLE		496,722	
ACCRUED EXPENSES		10,285	
ACCRUED INSURANCE		51,718	
ACCRUED STATE CORPORATION TAX		5,795	

TOTAL CURRENT LIABILITIES	\$		826,482

LONG TERM LIABILITIES:

NOTES PAYABLE - LONG TERM		456,210	
DRIVERS ESCROW ACCOUNT		11,050	
DEFERRED NJ CBT		19,700	

TOTAL LONG TERM LIABILITIES	\$		486,960

EQUITY

STOCKHOLDERS' EQUITY:

CAPITOL STOCK		9,002	
RETAINED EARNINGS		1,268,580	
CURRENT YTD PROFIT & LOSS		100,915	

TOTAL STOCKHOLDERS EQUITY			1,378,498

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$		2,691,940
		=====	

TRANS AMERICAN TRUCKING SERVICE INC
 INCOME STATEMENT
 PERIOD ENDING JUNE 30, 1991

	2ND QTR		Y.T.D.	
COMMISSIONS	24,232	0.7	62,346	0.9
PAYROLL - SALES	123,013	3.6	245,881	3.5
PAYROLL TAXES - PORTION	6,541	0.2	14,112	0.2
ADVERTISING	4,318	0.1	5,770	0.1
TRAVEL & ENTERTAINMENT	26,087	0.8	53,047	0.8
TOTAL SELLING EXPENSES	184,191	5.3	381,155	5.4
GENERAL AND ADMINISTRATIVE				
SALARIES - OFFICERS	71,071	2.1	142,142	2.0
SALARIES - ADMINISTRATIVE	137,422	4.0	279,272	4.0
PAYROLL TAX - PORTION	17,416	0.5	42,409	0.6
INSURANCE - GENERAL	5,311	0.2	13,354	0.2
INSURANCE - HEALTH	48,889	1.4	92,768	1.3
RENT	135,651	3.9	267,040	3.8
UTILITIES EXPENSE	6,693	0.2	15,659	0.2
TELEPHONE EXPENSE	41,283	1.2	86,787	1.2
OFFICE EXPENSES	13,721	0.4	26,329	0.4
POSTAGE EXPENSE	4,481	0.1	9,223	0.1
COMPUTER SUPPLIES & EXPENSES	2,223	0.1	4,012	0.1
TRAVEL & ENTERTAINMENT - ADM	3,596	0.1	5,441	0.1
CLAIMS EXPENSE	769	0.0	6,100	0.1
DEPRECIATION EXPENSE	6,127	0.2	19,667	0.3
STATE INCOME TAXES	48,015	1.4	56,241	0.8
MISCELLANEOUS EXPENSES	63,127	1.8	101,478	1.4
TOTAL GENERAL & ADMINISTRATIVE	605,775	17.6	1,171,938	16.7
NET INCOME FROM OPERATIONS	\$ 19,400	0.6	\$ 149,509	2.1

TRANS AMERICAN TRUCKING SERVICE INC
 INCOME STATEMENT
 PERIOD ENDING JUNE 30, 1991

	2ND QTR		Y.T.D.	
REVENUE - TRUCKING	960,687	27.9	1,850,893	26.4
REVENUE - BROKERED	1,853,490	53.8	3,671,534	52.3
REVENUE - CARTAGE & LOCAL	12,937	0.4	35,622	0.5
REVENUE - ASSESSORIAL	416,643	12.1	1,224,887	17.5
REVENUE - WHSE	202,559	5.9	235,059	3.3
TOTAL INCOME	3,446,316	100.0	7,017,996	100.0
COST OF SERVICE				
PURCHASED TRANSPORTATION	1,944,646	56.4	3,923,201	55.9
MAINT & REPAIRS EXPENSE	53,887	1.6	106,376	1.5
SALARIES - DIRECT	208,594	6.1	423,224	6.0
PAYROLL TAXES - PORTION	14,727	0.4	32,239	0.5
FUEL & OIL EXPENSE	35,482	1.0	75,247	1.1
PIER & LOADING CHARGE EXPENSE	39,390	1.1	85,353	1.2
ROAD & FUEL USE TAX	9,000	0.3	19,346	0.3
SALES & USE TAX TOTAL	626	0.0	1,269	0.0
TRAVEL & LODGING - OPERATIONS	4,879	0.1	7,656	0.1
TRAILER REPAIRS & RENTS	39,231	1.1	86,619	1.2
TOLLS	6,286	0.2	11,219	0.2
INSURANCE - P/L & P/D	94,565	2.7	165,706	2.4
WORKMEN'S COMPENSATION	31,480	0.9	65,824	0.9
DOCK EXPENSES	29,827	0.9	49,574	0.7
DEPRECIATION - REVENUE EQUIP.	62,108	1.8	142,788	2.0
LICENSES & PERMITS	62,222	1.8	119,762	1.7
TOTAL COST OF SERVICE	2,636,950	76.5	5,315,400	75.7
GROSS PROFIT ON SALES	\$ 809,366	23.5	\$ 1,702,596	24.3

TRANS AMERICAN TRUCKING SERVICE INC
 INCOME STATEMENT
 PERIOD ENDING JUNE 30, 1991

	2ND QTR		Y.T.D.	
OTHER INCOME (EXPENSES)				
INTEREST INCOME	5,205	0.2	6,937	0.1
MANAGEMENT FEES	0	0.0	0	0.0
INTEREST EXPENSE	(20,551)	(0.6)	(44,398)	(0.6)
SALE OF FIXED ASSETS	(2,063)	(0.1)	(333)	0.0
TOTAL OTHER INCOME (EXPENSES)	(17,409)	(0.5)	(37,793)	(0.5)
NET INCOME BEFORE TAX	1,991	0.1	111,715	1.6
PROVISION FOR INCOME TAX	900	0.0	10,800	0.2
NET INCOME	\$ 1,091	0.0	\$ 100,915	1.4

TRANS AMERICAN TRUCKING SERVICE, INC.

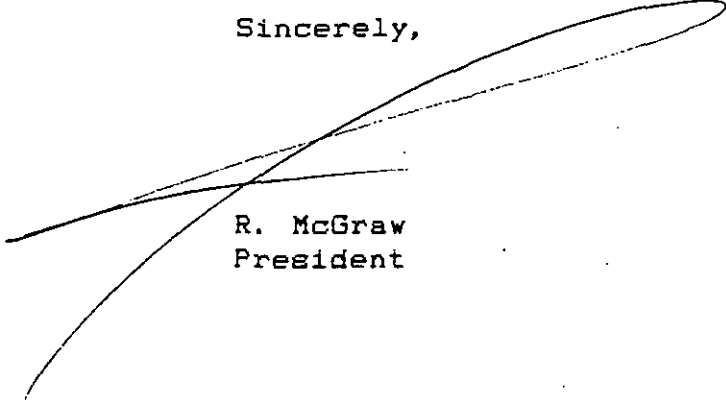
115 St. Nicholas Avenue
South Plainfield, New Jersey 07080
Phone: (201) 755-9000
Fax: (201) 755-9167

Pennsylvania Public Utilities
Commission
Harrisburg, Pennsylvania

Trans American Trucking Service, Inc. was founded in 1980 and is incorporated in the state of New Jersey. Mr. Peter Decker is the full time Safety Director, who monitors and controls the safety and insurance programs. In our latest 1988 DOT compliance check, Trans American Trucking was rated satisfactory.

The safety program involves inspections of equipment every 30 days or whenever the equipment comes into a terminal, 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. At the present time, our fleet consists of approximately 125 trailers, plus 65 tractors and drivers.

Sincerely,



R. McGraw
President

RM:vm
Enc/

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.

Commonwealth of Pennsylvania
Department of State

87621977



CERTIFICATE OF AUTHORITY

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Corporation Law, a Foreign Corporation is required to obtain a "Certificate of Authority" before it may do business in the Commonwealth and

Whereas, TRANS AMERICAN TRUCKING SERVICE, INC.

has presented to the Department of State an Application for the same, and in accordance with the requirements of the law, has designated as its registered office in this Commonwealth
CT CORPORATION SYSTEM 123 SOUTH BROAD STREET
PHILADELPHIA, PA 19101

Therefore, Know Ye, I Do By These Presents, issue unto such corporation, this Certificate of Authority to transact in the Commonwealth of Pennsylvania the business of

OPERATE MOTOR CARRIER EQUIPMENT FOR HIRE

Given under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 9th day of October in the year of our Lord one thousand nine hundred and eighty-seven and of the Commonwealth the two hundred twelfth



James J. Blount
Secretary of the Commonwealth

1002852

GROVE JASKIEWICZ GILLIAM AND COBERT
ATTN: E KILEY
1730 M STREET, NORTHWEST
SUITE 501
WASHINGTON, DC 20036



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

PENNSYLVANIA PUBLIC UTILITY COMMISSION



RECEIPT

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

TRANS AMERICAN TRUCKING SERVICE INC
115 ST NICHOLAS AVENUE
S PLAINFIELD NJ 07080

Date March 26, 1992

CR 145350 A

In re application of Trans American Trucking Service Inc
A-107793, F.2, Am-A.....\$350.00

Revenue account 001780-017601-012 (ck)

ck 037190 checks \$350.00 Currency _____

Utility account 50:26

C. Joseph Weisinger
For Department of Revenue

March 27, 1992

JOHN A PILLAR
ATTORNEY AT LAW
SUITE 700
312 BOULEVARD OF THE ALLIES
PITTSBURGH PA 15222

In re: A-00107793, F. 2, Am-A - Application of Transamerican
Trucking Service, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Transamerican Trucking Service, Inc. for the rights of Lorraine S. Puza, t/d/b/a Edward Pohutsky Movers.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before April 20, 1992. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Lorraine S. Puza, t/d/b/a Edward Pohutsky Movers will continue to render the service covered by her certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of March 28, 1992.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:rs

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

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
MAR 30 1992
ENTRY No.

A-00107793, Folder 2, Am-A TRANS AMERICAN TRUCKING SERVICE, INC. (115 St. Nicholas Avenue, South Plainfield, NJ 07080), a corporation of the State of New Jersey - household goods, in use, and livestock, from points in the boroughs of Sewickley, Haysville, Glen Osborne, Edgeworth and Leetsdale, Allegheny County, to other points in Pennsylvania: SO AS TO PERMIT the transportation of (1) as a Class B carrier, property between points in the borough of Dickson City, Lackawanna County and within an airline distance of three (3) statute miles of the limits of said borough; (2) as a Class B carrier, household goods in use from points in the borough of Dickson City, Lackawanna County and within an airline distance of three (3) statute miles of the limits of said borough to other points in Pennsylvania, and vice versa; (3) as a Class D carrier, lawfully mined and lawfully prepared coal from mines and breakers in the county of Lackawanna to points in the said county; (4) as a Class B carrier, household goods in use between points in the city of Scranton, Lackawanna County, and within five (5) miles by the usually traveled highways of the limits of said city; (5) as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be set up for use, between points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles, by the usually traveled highways, of the limits of said city; (6) household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be set up for use, from points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles, by the usually traveled highways of the limits of said city, to other points in Pennsylvania, and vice versa; (7) as a Class B carrier, household goods in use, office furniture in use, office fixtures in use, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when presently a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments; and articles, in use, including objects of art displays, and exhibits, which because of their unusual nature or value require specialized handling and equipment usually employed in moving household goods between points in the city of Scranton and borough of Dunmore, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of said city and borough; (8) as a Class D carrier, household goods in use from points in the city of Scranton and borough of Dunmore, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of said city and borough to other points in Pennsylvania, and vice versa; (9) as a Class B carrier, property between points in the city of Wilkes-Barre, and within five (5) miles, by the usually traveled highways, of the limits of said city; (10) as a Class C carrier, property from points in the city of Wilkes-Barre, and within five (5) miles, by the usually traveled highways, of the limits of said city, to points within fifteen (15) miles, by the usually traveled highways, of the limits of said city, and vice versa; with rights No. 9 and 10 subject to the following condition: That no right, power or privilege is granted to transport household goods in use, works of art, fixtures in use and office furnishings, plant equipment and furnishings between points in the city of Wilkes-Barre and ten (10) miles thereof or from points in the city of Wilkes-Barre and ten (10) miles thereof; (11) as a Class D carrier, wire, cables and electrical equipment, in emergencies, from the city of Wilkes-Barre to points in Pennsylvania within seventy-five (75) miles, by the usually traveled highways, of the limits of said city; provided, that the

rights, powers and privileges hereby granted shall be limited and restricted to twelve (12) trips per calendar year, and a report of such trips to be filed with the Public Utility Commission; (12) structural steel and other structural materials requiring rigging or special equipment between points in Pennsylvania within seventy-five (75) miles, by the usually traveled highways of the limits of the city of Wilkes-Barre; (13) freight in less-than-carload lots for The Delaware and Hudson Railroad Corporation at Wilkes-Barre, Hudson, Pittston and Avoca, Luzerne County, Moosic, Scranton, Dickson City, Olyphant, Jessup, Peckville, Archbald, Jermyn, Mayfield, and Carbondale, Lackawanna County; with rights no. 9 through 13 subject to the following condition: That no right, power or privilege is granted to transport raw silk, materials or finished products of the silk industry, provided, however, that the applicant may transport silk and silk products to and from mills and railroad stations or other places of business; (14) property between points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles by the usually traveled highways of the limits of the said city; with right no. 14 subject to the following condition: That no right, power or privilege is granted to transport household goods in use, works of art, fixtures in use and office furnishings, plant equipment and furnishings between points in the city of Wilkes-Barre and ten (10) miles thereof or from points in the city of Wilkes-Barre and ten (10) miles thereof; (15) property excluding household goods in use, from points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles by the usually traveled highways of the limits of the said city, to points within twenty-five (25) miles by the usually traveled highways of the limits of the said city and vice versa; excluding the cities of Scranton and Hazleton, and excluding the transportation of structural steel and other heavy objects and materials requiring special handling, rigging or hoisting, and excluding the transportation of products of the silk (natural or artificial) industry; with right No. 15 subject to the following condition: That no right, power or privilege is granted to transport works of art, fixtures in use and office furnishings, plant equipment and furnishings in use from points in the city of Wilkes-Barre, Luzerne County and within ten (10) miles thereof; (16) tobacco, tobacco products and property used in the processing thereof, and containers of tobacco products and property used in processing tobacco and tobacco products, for the Consolidated Cigar Company, from its plants in the township of Banks, Carbon County, to its plants in the borough of Berwick, Columbia County, and vice versa; with right no. 16 subject to the following condition: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles; (17) property between points in the Borough of Old Forge, Lackawanna County, and within an airline distance of ten (10) statute miles of the limits of the said borough; (18) property from points in the borough of Old Forge, Lackawanna County, and within an airline distance of three (3) miles of the limits of the said borough to the cities of Wilkes-Barre, Luzerne County, and Carbondale, Lackawanna County, and points intermediate between those cities and the Borough of Old Forge; and (19) household goods in use from points in the borough of Old Forge, Lackawanna County, and within an airline distance of ten (10) statute miles of the limits of the said borough to points in Pennsylvania, and vice versa, excluding service to or from points in the city of Nanticoke, Luzerne County, and excluding service to or from points in the boroughs of Clarks Green, Dalton and Moscow and the Village of Waverly, Lackawanna County, except as

authorized under the 17th right hereinabove granted; with rights numbers 17, 18 and 19 subject to the following conditions: (a) That no right, power or privilege is granted to pick up or deliver between the city of Scranton, Lackawanna County, and the city of Carbondale, Lackawanna County, or intermediate points, except household goods, office furnishings and plant equipment in use; (b) That no right, power or privilege is granted to pick up or deliver between the borough of Old Forge, Lackawanna County, and the city of Wilkes-Barre, Luzerne County, or between the borough of Old Forge and the city of Scranton, Lackawanna County, or intermediate points lying between and adjacent thereto, except household goods, office furnishings and plant equipment in use; (c) That no right, power or privilege is granted to transport raw silk, materials and finished products of the silk industry, provided, however, that the applicant may transport silk and silk products to and from mills or other places of business and railroad station; and (d) That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles; which is to be a transfer of the rights authorized under the certificate issued at A-00106497 to Lorraine S. Puza, t/d/b/a Edward Pohutsky Movers, subject to the same limitations and conditions. Attorney: John A. Pillar, Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin MAR 28 1992

BUREAU OF TRANSPORTATION
COMMON CARRIER
MARCH 1992

A-00107793
F. 2
Am-A

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, household goods, in use, and livestock, from points in the boroughs of Sewickley, Haysville, Glen Osborne, Edgeworth and Leetsdale, Allegheny County, to other points in Pennsylvania: SO AS TO PERMIT the transportation of (1) as a Class B carrier, property between points in the borough of Dickson City, Lackawanna County and within an airline distance of three (3) statute miles of the limits of said borough; (2) as a Class B carrier, household goods in use from points in the borough of Dickson City, Lackawanna County and within an airline distance of three (3) statute miles of the limits of said borough to other points in Pennsylvania, and vice versa; (3) as a Class D carrier, lawfully mined and lawfully prepared coal from mines and breakers in the county of Lackawanna to points in the said county; (4) as a Class B carrier, household goods in use between points in the city of Scranton, Lackawanna County, and within five (5) miles by the usually traveled highways of the limits of said city; (5) as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be set up for use, between points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles, by the usually traveled highways, of the limits of said city; (6) household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be set up for use, from points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles, by the usually traveled highways of the limits of said city, to other points in Pennsylvania, and vice versa; (7) as a Class B carrier, household goods in use, office furniture in use, office fixtures in use, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when presently a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals

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DOCKETED
APPLICATION DOCKET
MAR 30 1992
ENTRY No.

APR 20 1992

Protests due _____

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin _____

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or other establishments; and articles, in use, including objects of art displays, and exhibits, which because of their unusual nature or value require specialized handling and equipment usually employed in moving household goods between points in the city of Scranton and borough of Dunmore, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of said city and borough; (8) as a Class D carrier, household goods in use from points in the city of Scranton and borough of Dunmore, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of said city and borough to other points in Pennsylvania, and vice versa; (9) as a Class B carrier, property between points in the city of Wilkes-Barre, and within five (5) miles, by the usually traveled highways, of the limits of said city; (10) as a Class C carrier, property from points in the city of Wilkes-Barre, and within five (5) miles, by the usually traveled highways, of the limits of said city, to points within fifteen (15) miles, by the usually traveled highways, of the limits of said city, and vice versa; with rights No. 9 and 10 subject to the following condition: That no right, power or privilege is granted to transport household goods in use, works of art, fixtures in use and office furnishings, plant equipment and furnishings between points in the city of Wilkes-Barre and ten (10) miles thereof or from points in the city of Wilkes-Barre and ten (10) miles thereof; (11) as a Class D carrier, wire, cables and electrical equipment, in emergencies, from the city of Wilkes-Barre to points in Pennsylvania within seventy-five (75) miles, by the usually traveled highways, of the limits of said city; provided, that the rights, powers and privileges hereby granted shall be limited and restricted to twelve (12) trips per calendar year, and a report of such trips to be filed with the Public Utility Commission; (12) structural steel and other structural materials requiring rigging or special equipment between points in Pennsylvania within seventy-five (75) miles, by the usually traveled highways of the limits of the city of Wilkes-Barre; (13) freight in less-than-carload lots for The Delaware and Hudson Railroad Corporation at Wilkes-Barre, Hudson, Pittston and Avoca, Luzerne County, Moosic, Scranton, Dickson City, Olyphant, Jessup, Peckville, Archbald, Jermyn, Mayfield, and Carbondale, Lackawanna County; with rights no. 9 through 13 subject to the following condition: That no right, power or privilege is granted to transport raw silk, materials or finished products of the silk industry, provided, however, that the applicant may transport silk and silk products to and from mills and railroad stations or other places of business; (14) property between points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles by the

Protests due _____

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin _____

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usually traveled highways of the limits of the said city; with right no. 14 subject to the following condition: That no right, power or privilege is granted to transport household goods in use, works of art, fixtures in use and office furnishings, plant equipment and furnishings between points in the city of Wilkes-Barre and ten (10) miles thereof or from points in the city of Wilkes-Barre and ten (10) miles thereof; (15) property excluding household goods in use, from points in the city of Wilkes-Barre, Luzerne County, and within ten (10) miles by the usually traveled highways of the limits of the said city, to points within twenty-five (25) miles by the usually traveled highways of the limits of the said city and vice versa; excluding the cities of Scranton and Hazleton, and excluding the transportation of structural steel and other heavy objects and materials requiring special handling, rigging or hoisting, and excluding the transportation of products of the silk (natural or artificial) industry; with right No. 15 subject to the following condition: That no right, power or privilege is granted to transport works of art, fixtures in use and office furnishings, plant equipment and furnishings in use from points in the city of Wilkes-Barre, Luzerne County and within ten (10) miles thereof; (16) tobacco, tobacco products and property used in the processing thereof, and containers of tobacco products and property used in processing tobacco and tobacco products, for the Consolidated Cigar Company, from its plants in the township of Banks, Carbon County, to its plants in the borough of Berwick, Columbia County, and vice versa; with right no. 16 subject to the following condition: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles; (17) property between points in the Borough of Old Forge, Lackawanna County, and within an airline distance of ten (10) statute miles of the limits of the said borough; (18) property from points in the borough of Old Forge, Lackawanna County, and within an airline distance of three (3) miles of the limits of the said borough to the cities of Wilkes-Barre, Luzerne County, and Carbondale, Lackawanna County, and points intermediate between those cities and the Borough of Old Forge; and (19) household goods in use from points in the borough of Old Forge, Lackawanna County, and within an airline distance of ten (10) statute miles of the limits of the said borough to points in Pennsylvania, and vice versa, excluding service to or from points in the city of Nanticoke, Luzerne County, and excluding service to or from points in the boroughs of Clarks Green, Dalton and Moscow and the Village of Waverly, Lackawanna County, except as authorized under the 17th right hereinabove granted; with rights numbers 17, 18 and 19 subject to the following conditions: (a) That no right, power or

Protests due _____

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin _____

- 4 -

privilege is granted to pick up or deliver between the city of Scranton, Lackawanna County, and the city of Carbondale, Lackawanna County, or intermediate points, except household goods, office furnishings and plant equipment in use; (b) That no right, power or privilege is granted to pick up or deliver between the borough of Old Forge, Lackawanna County, and the city of Wilkes-Barre, Luzerne County, or between the borough of Old Forge and the city of Scranton, Lackawanna County, or intermediate points lying between and adjacent thereto, except household goods, office furnishings and plant equipment in use; (c) That no right, power or privilege is granted to transport raw silk, materials and finished products of the silk industry, provided, however, that the applicant may transport silk and silk products to and from mills or other places of business and railroad station; and (d) That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles; which is to be a transfer of the rights authorized under the certificate issued at A-00106497 to Lorraine S. Puza, t/d/b/a Edward Pohutsky Movers, subject to the same limitations and conditions.

MW:kmb
3/6/92

Application received: 2/13/92
Application docketed: 3/4/92

Protests due _____

April 27, 1992

Mark S. Jennings, Esquire
303 Tenth Street
Honesdale, PA 18431

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

Dear Sir:

We are returning the protest you filed in the matter of
the above entitled application.

The protest due date was April 20, 1992. The transfer
application was approved by the Commission in the Public Meeting
of April 23, 1992.

Very truly yours,

David Ehrhart
Supervisor-Application Section
Bureau of Transportation

DE:nk
Enclosures

**DOCUMENT
FOLDER**

DOCKETED
APPLICATION DOCKET
APR 24 1992
ENTRY No. 112