



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

September 13, 1991

IN REPLY PLEASE
REFER TO OUR FILE

JAMES D CAMPBELL JR
ATTORNEY AT LAW
3631 NORTH FRONT STREET
HARRISBURG PA 17110-1533

In re: A-00109874 - Application of Jet Messenger Service, Inc.

Dear Mr. Campbell:

The above referenced contract carrier application has been assigned for review without an oral hearing. In order to reach a determination on the application, you are required to file verified statements in accordance with 52 Pa. Code §3.381(e)(1). You are required to file:

- A. VERIFIED STATEMENT OF APPLICANT.
- B. VERIFIED STATEMENT IN SUPPORT OF THE APPLICATION (IN LIEU OF SHIPPER'S SUPPORT STATEMENT, A COPY OF THE BILATERAL CONTRACT BETWEEN THE APPLICANT AND SUPPORTING SHIPPER WILL BE ACCEPTED).

The verified statements should be in paragraph form. Each heading contained in the attached minimum outline should be a separate section or paragraph.

You are being granted an initial thirty (30) days to file the verified statements. They will be due on or before October 15, 1991.

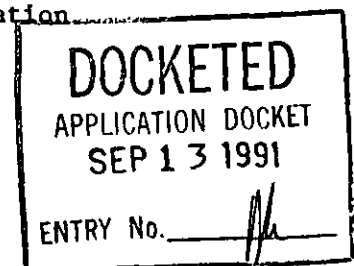
If additional time is required, it may be requested by telephone but should be followed in writing with the reasons for the extension stated.

Questions about your application should be directed to Tim Zeigler (717) 783-5946.

Very truly yours,

Tim Zeigler
Technical Review Section
Bureau of Transportation

TZ:rs



CALDWELL & KEARNS

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

3631 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17110-1533

717-232-7661
FAX: 717-232-2766

THOMAS D. CALDWELL, JR.
RICHARD L. KEARNS
CARL G. WASS
JAMES R. CLIPPINGER
CHARLES J. DEHART, III
JAMES D. CAMPBELL, JR.
JAMES L. GOLDSMITH
RICHARD B. SWARTZ
JAMES G. NEALON, III
MATTHEW R. GOVER

October 10, 1991

Tim Zeigler
Technical Review Section
Bureau of Transportation
Commonwealth of Pennsylvania
Pennsylvania Public
Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

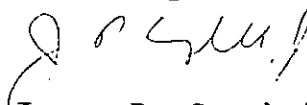
Re: Application of Jet Messenger Service, Inc.
A-00109874

Dear Mr. Zeigler:

Please accept this letter as a formal request for an extension of time to file the verified statement of the Applicant in the above captioned matter. The supporting shipper's legal department has not completed review of the contract and the Applicant's supporting witness will be out of town until October 21. As a result, I respectfully request an extension until November 15 in order to file the verified statement and contract.

Thank you very much for your anticipated consideration in this matter.

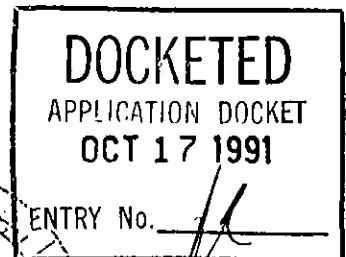
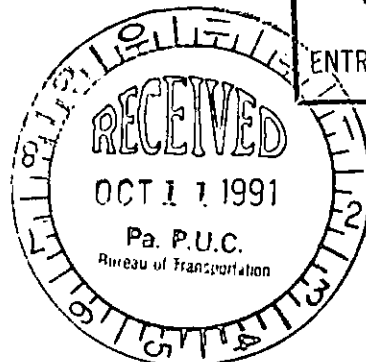
Sincerely,



James D. Campbell, Jr.
CALDWELL & KEARNS

JDCJr/njd

DOCUMENT
FOLDER





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

October 11, 1991

IN REPLY PLEASE
REFER TO OUR FILE

JAMES D CAMPBELL JR
ATTORNEY AT LAW
3631 NORTH FRONT STREET
HARRISBURG PA 17110-1533

In re: A-00109874 - Application of Jet Messenger Service, Inc.

Dear Mr. Campbell:

In accordance with your request of October 10, 1991 for an extension of time to file verified statements, we are granting an additional 30 days for filing of statements.

Please be advised that verified statements are now due on November 14, 1991. If said statements are not filed with this office by that date we shall assume that you do not desire to pursue this matter and shall recommend to the Commission that the application be dismissed for lack of prosecution.

If you have any questions, please do not hesitate to contact us.

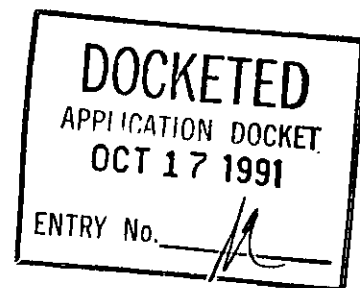
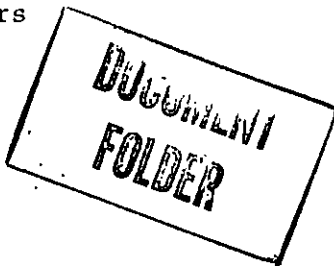
Very truly yours,

By Tim Zeigler
For Peter S. Marzolf, Supervisor
Technical Review Section
Bureau of Transportation

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

TZ:rs



KJR

Rapid

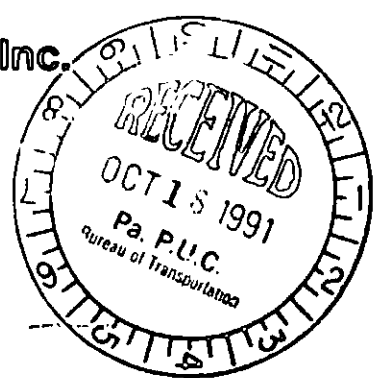
Delivery and Messenger Service Inc.

1933 CHESTNUT STREET (Rear)

PHILADELPHIA, PA 19103

496-9600

October 15, 1991



A109874

RECEIVED
OCT 18 1991

SECRETARY'S OFFICE
Public Utility Commission

Public Utility Commission
North Office Bldg.
P.O. Box 3265
Common Wealth & Forest St.
Harrisburg, Pa. 17120

To Whom It May Concern:

We are protesting the application of Jet Messenger Service for a P.U.C. license.

Jet Messenger is a New Jersey firm and has been doing business in Pennsylvania allegedly.

They do not deserve to have a license.

DOCKETED

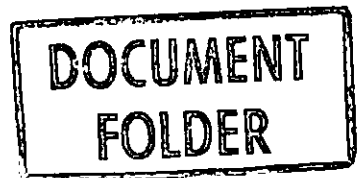
OCT 23 1991

Very Truly Yours,

Howard Wool

P.S.

The reason this is a late protest is I did not know how to find out about protesting.





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

KJR

October 18, 1991

IN REPLY PLEASE
REFER TO OUR FILE

DOCKETED

OCT 23 1991

Mr. Howard Wool
Rapid Delivery and Messenger Service Inc.
1933 Chestnut Street (Rear)
Philadelphia, Pa. 19103

In re: A-00109874 - Application of Jet Messenger Service, Inc.

Dear Mr. Wool:

This will acknowledge your late filed protest received October 18, 1991, against the application of Jet Messenger Service, Inc. for PUC operating authority.

Please be advised that in addition to being late filed (protests due on or before September 9, 1991), the protest does not meet the acceptable form required by the PUC nor is there any indication that it has been served on the applicant and the applicant's attorney.

Attached for your use is a copy of the regulations regarding the filing of protests and the name and address of the applicant and the applicant's attorney for proper service.

Upon receipt of a properly filed and serviced protest, we will give this matter further attention.

Sincerely,



Bruce A. Bigelow
Bruce A. Bigelow, Chief
Entry Control Division
Bureau of Transportation

cc: Pete Marzolf
Document Folder - A-00109874

(ii) Posted notice of the proposed discontinuance in a conspicuous place in vehicles engaged in service on affected routes.

(c) *Protests: content and effect.*

(1) A person objecting to the approval of an application shall file with the Secretary of the Commission and serve upon the applicant and applicant's attorney, if any, a written protest which shall contain all of the following:

(i) The applicant's name and the docket number of the application.

(ii) The name, business address and telephone number of the protestant.

(iii) The name, business address and telephone number of the protestant's attorney or other representative.

(iv) A statement of the nature of the protestant's interest in the application, including a statement of any adverse impact which approval of the application can be expected to have on the protestant.

(v) A list of all Commission docket numbers under which the protestant operates, accompanied by a copy of any portion or portions of protestant's authority upon which its protest is predicated.

(vi) A statement of any restrictions to the application which would protect the protestant's interest, including a concise statement of any amendment which would result in a withdrawal of the protest.

(2) Upon the filing of a timely protest, the protestant will be allowed to participate in the proceeding as a party intervener.

(3) A protest shall be treated as a pleading and the applicant may, within 20 days after the closing date for the filing of protests, file motions to strike, to dismiss, or for amplification as provided in § 5.101 (relating to preliminary motion).

(d) *Protests: time of filing.* A protest shall be filed within the time specified in the notice appearing in the *Pennsylvania Bulletin*, which shall be no less than 15 days from date of publication thereof. Failure to file such a protest in accordance with this subsection shall be a bar to subsequent participation in the proceeding, except where permitted by the Commission for good cause shown.

(e) *Failure to file protests.* If no protest is filed with the Commission on or before the date specified in the *Pennsylvania Bulletin* or if all protests have been withdrawn at or prior to the hearing the Commission may, in its discretion, take either of the following actions:

(1) Consider the application without holding an oral hearing if it deems the facts are sufficient as set forth in the application or as

ENTRY NO. : 0001
NAME: VET. MESSENGER SERVICE (IND)
ADDRESS1: 54 ZETHEL ROAD
ADDRESS2:
CITY: WEDISON STATE: NJ ZIP: 08817
REPRESENTING: SELF

ENTRY NO. : 0002
NAME: JAMES D. CAMPBELL JR. ESQ
ADDRESS1: 3631 NORTH FRONT STREET
ADDRESS2:
CITY: HARRISBURG STATE: PA ZIP: 17110
REPRESENTING: APPLICANT

CU25

A-00109874

PRINT-

CALDWELL & KEARNS

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

3631 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17110-1533

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JAMES L. GOLDSMITH
RICHARD B. SWARTZ
JAMES G. NEALON, III
MATTHEW R. GOVER

November 1, 1991

RECEIVED
NOV 1 1991

SECRETARY'S OFFICE
Public Utility Commission

Tim Zeigler
Technical Review Section
Bureau of Transportation
Commonwealth of Pennsylvania
Pennsylvania Public
Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Re: Application of Jet Messenger Service, Inc.
A-00109874

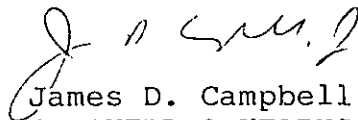
Dear Mr. Zeigler:

In accordance with the instruction contained in your letter dated September 13, 1991 (deadline extended by your letter dated October 11, 1991) I enclose herewith the Verified Statement in behalf of Jet Messenger Service, Inc., in duplicate.

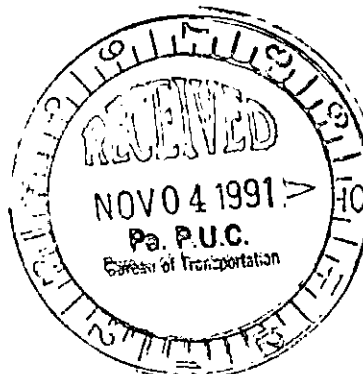
A copy of the Bilateral Contract between the Applicant and Supporting Shipper are attached to Applicant's verified statement.

Thank you for your consideration in this matter.

Sincerely,


James D. Campbell, Jr.
CALDWELL & KEARNS

JDCJr/njd
cc: Lawrence J. Day, President
Enclosure



BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED
NOV 1 1991

SECRETARY'S OFFICE
Public Utility Commission

IN RE: Application of : A.00109874
Jet Messenger Service, Inc. :

VERIFIED STATEMENT OF LAWRENCE J. DAY

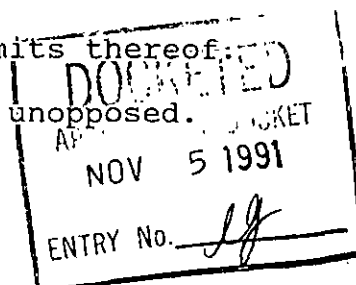
1. My name is Lawrence J. Day and I am Vice President of the Applicant corporation, which is a New Jersey business corporation with its principal office located at 54 Ethel Road, Edison, NJ 08817. The Company was incorporated in 1958 and is engaged in the transportation of property as a common carrier. It has qualified to do business in Pennsylvania by filing an application of Certificate of Authority with the Department of State on July 26, 1991.

2. As Vice President of the Applicant I am familiar with its operations, equipment and facilities, and am authorized to appear in its behalf and to present this Verified Statement.

3. The Applicant is not affiliated with any other carriers.

4. By the present Application, Jet Messenger Service, Inc. seeks authority to transport, as a contract carrier, property for Hilti, Inc., between points in the city and county of Philadelphia and within an airline distance of thirty (30) statute miles of the limits thereof.

The application is unopposed.



5. Applicant presently provides service to the supporting shipper under authority from the Interstate Commerce Commission, which is docketed to MC-124423.

6. No duplicating authority will result from the grant of this Application.

7. No dual operations will result from the grant of this authority.

8. The company maintains administrative offices and terminal facilities at Edison, New Jersey. At those facilities the company has suitable offices, communications, vehicle storage facilities, and related equipment.

9. Applicant presently operates 40 vehicles suitable for provision of the subject service, including vans, straight trucks, and other suitable equipment. Fifteen (15) of the Applicant's vehicles are owned and 25 are operated under long term leases in compliance with the Commission's leasing regulations. If further equipment is required, we are financially able to secure the same.

10. Applicant maintains a comprehensive safety program which includes the orientation and training of employees, periodic safety meetings, and emphasis upon compliance with the Federal, State and local safety regulations.

11. The type of service which we will offer, should the present Application be granted, will be individualized transportation for the supporting shipper between various points

in the Commonwealth located within 30 miles of Philadelphia. The service is an expedited delivery, courier type of transportation. By virtue of our experience in interstate commerce, we are very familiar with the shipper's requirements and we are able to meet those requirements.

12. Attached hereto is a current balance sheet and income statement.

13. We hope to generate a substantial amount of back haul traffic, avoiding empty miles to the maximum extent possible. The proposed service involves a limited geographical territory, close to our base of operations, and will fit smoothly into our company's present pattern of operation.

14. The supporting shipper, Hilti, Inc. ships and receives a variety of commodities, including tools, fasteners, shop equipment, materials, equipment and supplies used in connection with the manufacturer and distributor of tools, fasteners, etc., and other related items.

It has a need for transportation to and from points located throughout the territory within 30 miles of Philadelphia. We have entered into a bilateral transportation agreement which is also attached to this verified statement.

15. Applicant maintains public liability insurance and property damage insurance in amounts at least equal to the minimums prescribed by regulations of the Pennsylvania Public Utility Commission and Interstate Commerce Commission, and will

continue to do so. Applicant has the fitness and ability to render the proposed service, and has demonstrated this ability under its interstate operating authority.

VERIFICATION OF STATEMENT

The undersigned deposes and says that he/she is the person who signed the Statement for the above-captioned applicant/application and that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 C.S. Sec. 4904 relating to unsworn falsification to authorities.

Dated: Oct 25, 1991

Lawrence J. Day
(signature)
Vice-President
Lawrence J. Day

JET MESSENGER SERVICE, INC.

FINANCIAL REPORT

JUNE 30, 1991

(Unaudited)

JOY PRINCIPE
Certified Public Accountant

231 Brookside Avenue
Laurence Harbor
New Jersey 08879
Telephone (908) 566-9536

JET MESSENGER SERVICE, INC.

FINANCIAL REPORT

JUNE 30, 1991

(Unaudited)

JET MESSENGER SERVICE, INC.
JUNE 30, 1991
(Unaudited)

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Schedules of Operating Expenses and Other Income (Expense)	10

JOY PRINCIPE


Certified Public Accountant

231 BROOKSIDE AVENUE • LAURENCE HARBOR, NEW JERSEY 08879
TELEPHONE (908) 566-9536

Board of Directors
Jet Messenger Service, Inc.
Edison, New Jersey

I have compiled the accompanying balance sheet of Jet Messenger Service, Inc. as of June 30, 1991 and the related statements of operations and retained earnings, cash flows and the supplementary information for the six months then ended in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.



Joy Principe
Certified Public Accountant

August 25, 1991

JET MESSENGER SERVICE, INC.
BALANCE SHEET
JUNE 30, 1991
(Unaudited)

ASSETS

Current Assets:	
Cash	\$ 44,038
Accounts receivable, less allowance for doubtful accounts of \$3,000	330,949
Other current assets	<u>7,630</u>
Total Current Assets	382,617
Property and Equipment, less accumulated depreciation of \$384,590	305,235
Security Deposits	<u>2,515</u>
TOTAL ASSETS	<u>\$ 690,367</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities:	
Notes payable, current portion	22,252
Accounts payable	39,899
Accrued payroll and payroll taxes payable	82,736
Due to customers	<u>7,760</u>
Total Current Liabilities	152,647
Notes Payable, less current portion	210,012
Due to Stockholders	20,772
Other Liabilities	<u>5,235</u>
Total Liabilities	<u>388,666</u>
Stockholders' Equity:	
Common stock - no par value; authorized 1,000 shares, issued and outstanding 184 shares	1,887
Additional paid in capital	16,676
Retained earnings	<u>283,138</u>
Total Stockholders' Equity	<u>301,701</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 690,367</u>

See accountant's compilation report and notes to financial statements.

JET MESSENGER SERVICE, INC.
STATEMENTS OF OPERATIONS AND RETAINED EARNINGS
FOR THE SIX MONTHS ENDED JUNE 30, 1991
(Unaudited)

	<u>Amount</u>	<u>Percent</u>
Operating Revenues	\$ 1,115,207	100.0
Operating Expenses	<u>1,097,804</u>	<u>98.4</u>
Income from Operations	17,403	1.6
Other Income (Expense)	<u>(14,883)</u>	<u>(1.4)</u>
Income before Income Taxes	2,520	.2
Income Tax Expense (Recovery)	<u>(4,366)</u>	<u>(.4)</u>
Net Income	6,886	.6
Retained Earnings:		
Balance - Beginning	<u>276,252</u>	
Balance - Ending	<u>\$ 283,138</u>	

See accountant's compilation report and notes to financial statements.

JET MESSENGER SERVICE, INC.
STATEMENT OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 1991
(Unaudited)

Decrease in Cash

Cash Flows from Operating Activities:	
Cash received from customers	\$ 982,598
Cash paid for operating and administrative expenses	(1,004,840)
Interest received	1,335
Interest paid	<u>(16,218)</u>
Net Cash Provided by (Used in) Operating Activities	<u>(37,125)</u>
Cash Flows from Investing Activities:	
Purchases of property and equipment	(11,087)
Related party loan	5,235
Security deposits	<u>(1,325)</u>
Net Cash Provided by (Used in) Investing Activities	<u>(7,177)</u>
Cash Flows from Financing Activities:	
Borrowings	15,000
Repayment of notes	(24,946)
Stockholder loans (net)	<u>(3,582)</u>
Net Cash Provided by (Used in) Financing Activities	<u>(13,528)</u>
Net Decrease in Cash	57,830
Cash at Beginning of Period	<u>101,868</u>
Cash at End of Period	<u>\$ 44,038</u>

See accountant's compilation report and notes to financial statements.

JET MESSENGER SERVICE, INC.
STATEMENT OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 1991
(Unaudited)

Reconciliation of Net Income to Net Cash
Provided by (Used in) Operating Activities

Net Income	\$ <u>6,886</u>
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by (Used in) Operating Activities:	
Depreciation and Amortization	21,084
Provision for Doubtful Accounts	1,000
(Increase) in accounts receivable	(132,609)
(Increase) in other current assets	(1,132)
(Decrease) in deferred taxes payable	(4,366)
Increase in accounts payable	10,248
Increase in accrued payroll and payroll taxes payable	66,881
(Decrease) in due to customers	(178)
(Decrease) in other current liabilities	(4,939)
Total Adjustments	<u>(44,011)</u>
Net Cash Provided by (Used in) Operating Activities	\$ <u>(37,125)</u>

See accountant's compilation report and notes to financial statements.

JET MESSENGER SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 1991
(Unaudited)

Note 1 - Summary of Significant Accounting Policies:

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization is provided using straight line and accelerated methods over estimated useful lives of three to thirty-one and one-half years.

Income Taxes

The Company has elected by consent of its stockholders to be taxed as an "S" Corporation under the provisions of Section 1362 of the Internal Revenue Code. Under those provisions, the stockholders include their share of the Company's net operating income or loss in their individual income tax return. Therefore, no provision has been made for Federal income taxes.

Note 2 - Property and Equipment

Details of property and equipment are as follows:

Land and building	\$ 303,355
Transportation equipment	278,058
Furniture and fixtures	105,657
Machinery & equipment	<u>2,755</u>
Total	689,825
Less: Accumulated depreciation	<u>384,590</u>
Net Property and Equipment	<u>\$ 305,235</u>

For the six months ended June 30, 1991, depreciation aggregated \$21,084.

Note 3 - Due To Stockholders:

These loans bear interest at 12% per annum and are not expected to be repaid currently. Interest expense aggregated \$2,219 for the six months ended June 30, 1991.

JET MESSENGER SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 1991
(Unaudited)

Note 4 - Notes Payable:

Mortgage payable in monthly installments of \$1,998, including interest at 12.375% through September, 2000.	\$ 134,834
Loan Payable to stockholder - payable in monthly installments of \$251 with varying interest rates, through February, 2019.	79,935
Bank term note with interest @ 10%, payable in monthly installments of \$625 per month plus interest, through April, 1993	13,125
Bank term notes, collateralized by equipment, payable in monthly installments of \$556 with interest at prime plus 1.5% payable through October, 1991	2,222
Equipment financing notes, payable in monthly installments aggregating \$847 including interest at 10.5% - 11.875%, collateralized by equipment with various maturities through April, 1993.	<u>2,148</u>
Total	232,264
Less: Current portion	<u>22,252</u>
Long-term Portion	<u>\$ 210,012</u>

Maturities of notes payable are as follows:

Year Ending June 30,

1992	\$ 22,252
1993	18,445
1994	13,175
1995	14,393
1996	15,758
Thereafter	<u>148,241</u>
Total	<u>\$ 232,264</u>

JET MESSENGER SERVICE, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 1991
(Unaudited)

Note 5 - Income Taxes:

Income taxes for the six months ended June 30, 1991 consist of the following:

Deferred Tax Recovery	<u>\$ 4,366</u>
-----------------------	-----------------

At June 30, 1991, the Company had a net operating loss carryforward of approximately \$77,000 for tax reporting purposes, which will expire in the year 2004. The company also has a net operating loss carryforward of approximately \$85,000 for book reporting purposes, thus giving rise to the Deferred Tax Recovery.

SUPPLEMENTARY INFORMATION

(Unaudited)

JET MESSENGER SERVICE, INC.
SCHEDULES OF OPERATING EXPENSES AND OTHER INCOME (EXPENSE)
FOR THE SIX MONTHS ENDED JUNE 30, 1991
(Unaudited)

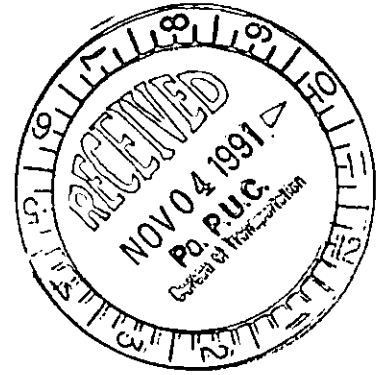
OPERATING EXPENSES

	<u>Amount</u>	<u>Percent</u>
Salaries - management	\$ 64,214	5.8
Salaries - other	294,951	26.5
Payroll taxes	42,458	3.8
Vehicle rent with drivers	431,661	38.7
Vehicle parts and maintenance	11,066	1.0
Communications	38,695	3.5
Fuel and oil	29,468	2.6
Leased vehicles	9,684	.9
Terminal repair and maintenance	4,627	.4
Vehicle license and registration	2,606	.2
Tires and tubes	1,317	.1
Tolls	8,154	.7
Tariffs and schedules	209	-
Casual labor	2,691	.2
Selling expenses	2,293	.2
Office supplies and expenses	27,025	2.4
Computer expense	9,245	.8
Insurance	41,951	3.8
Employee welfare	9,059	.8
Purchased services	5,500	.5
Advertising and promotion	7,666	.7
Travel and entertainment	7,660	.7
Miscellaneous taxes	5,971	.5
Seminars	2,184	.2
Rent	7,600	.7
Utilities	2,485	.2
Professional fees	3,723	.3
Dues and subscriptions	1,557	.2
Depreciation	21,084	1.9
Provision for doubtful accounts	<u>1,000</u>	<u>.1</u>
Total Operating Expenses	<u>\$ 1,097,804</u>	<u>98.4</u>

OTHER INCOME (EXPENSE)

Interest expense	\$ (16,218)	(1.5)
Interest income	<u>1,335</u>	<u>.1</u>
Total Other Income (Expense)	<u>\$ (14,883)</u>	<u>(1.4)</u>

See accountant's compilation report and notes to financial statements.



TRANSPORTATION AGREEMENT

This Transportation Agreement, made and entered into this
1st day of October, 1991, by and between Hilti,
Inc. 276 Fernwood Avenue, Bldg B, Edison, New Jersey 08837
_____(hereinafter referred to as
Hilti or Shipper), and Jet Messenger Service, Inc., 54 Ethel
Road, Edison, NJ 08817 (hereinafter referred to as Jet or
Carrier):

WITNESSETH

WHEREAS, Carrier desires to transport certain goods for
Shipper, and Shipper desires the transportation services of
Carrier, and the parties have agreed to the following terms and
conditions under which such transportation in intrastate commerce
in Pennsylvania shall be performed;

NOW, THEREFORE, in consideration of the mutual promises
herein contained, it is agreed that:

1. Carrier shall perform for Shipper a transportation
service, by means of motor vehicle, within the scope of the
authority set forth in Schedule A which is attached hereto, which
is a summary of operating authority anticipated to be issued by
Pennsylvania Public Utility Commission to Carrier at A-00109874.

This agreement is conditioned upon the issuance of contract carrier authority by Pennsylvania Public Utility Commission.

2. Shipper agrees to tender to Carrier a minimum of ten shipments per year for transportation within the scope of the authority set forth in Schedule A.

3. Carrier agrees to transport for Shipper all shipments that Carrier can legally, efficiently, and reasonably handle.

4. Shipper agrees to pay Carrier for any such transportation in intrastate commerce, rates and charges published in Carriers's schedule of charges filed with Pennsylvania Public Utility Commission, supplements thereto or reissues thereof, as are filed by Carrier in accordance with the requirements of the Commission. Attached hereto and made a part hereof as Schedule B are the initial rates and charges for the proposed service.

5. Carrier agrees to assume full responsibility for the property of Shipper received for transportation until proper delivery has been made and agrees to indemnify Shipper against all losses of or damage to such shipments. Carrier shall transport said goods without delay caused by anything within Carrier's control.

6. Carrier agrees to keep in force such permits and insurance as prescribed by law and to indemnify and hold harmless Shipper against all claims, liabilities, losses and suits caused by, or in any manner resulting from, the actions of the Carrier,

for its agents and/or employees. Evidence of said insurance shall be submitted to Shipper.

7. The liability for payment of any taxes or assessments imposed under state or federal social security laws, or laws for pension or sickness benefits, or other similar statutes is assumed entirely by Carrier and if any such tax or assessment is imposed upon Shipper, Carrier will indemnify Shipper for the amount thereof paid by Shipper.

8. It is the intention of both parties that Carrier be and remain an independent contract carrier and it shall operate motor vehicles in its own name, at its own costs and expense, and not as an agent of the Shipper.

9. This contract constitutes the entire agreement between the parties hereto as to intrastate Pennsylvania transportation and cancels all prior agreements and understandings to the extent inconsistent herewith.

10. This agreement shall continue indefinitely, but may be cancelled by either party on at least thirty (30) days written notice being given.

11. Carrier agrees to submit invoices covering its services on a weekly basis for services performed during the preceding week. The amount indicated on such statements shall be payable, after audit satisfactory to Shipper, within ten (10) days after receipt from Carrier.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound hereby, have set their hands and seals on the day and year first set forth above.

Shipper:

HILTI, INC.

BY Joseph A. Canale

Carrier:

JET MESSENGER SERVICE, INC.

BY Lawrence J. Day
Lawrence J. Day,
Vice President

To transport, as a contract carrier by motor vehicle, property, for Hilti, Inc., between points in the city and county of Philadelphia, and within an airline distance of thirty statute miles of the limits thereof.

RATE SCHEDULE

October 1, 1991

BETWEEN: Hilti, Inc., Philadelphia, PA, and,
Points in Philadelphia County and within an airline distance
of thirty (30) statute miles of the limits thereof.

SCHEDULED PICKUPS:

Zone 1: Delaware River to 30th Street
South Street to Spring Garden Street

Rate \$8.00 per stop for the first 100 pounds.

Zone 2: City of Philadelphia (excluding those points in Zone 1) and
points within an airline distance of twenty-five (25)
statute miles of the intersection of 30th Street and Market
Street, Philadelphia.

Rate \$16.00 per stop for the first 100 pounds.

Zone 3: Those points within an airline distance of thirty (30) statute
miles of the limits of the city of Philadelphia and not set
forth in Zones 1 and 2 above.

Rate \$1.00 per mile, point-of-origin to point-of-destination,
for the first 100 pounds.

SPECIALS:

Zone 1: As described above, \$12.00, for the first 100 pounds.

Zone 2: As described above, \$24.00, for the first 100 pounds.

Zone 3: As described above, \$1.50 per mile, point-of-origin to point-
of-destination, for the first 100 pounds.

ACCESSORIAL CHARGES:

Weight in excess of 100 pounds will be charged at \$5.00 CWT or part
thereof.

Detention charges beyond 15 minutes per stop will be assessed a charge
of \$5.50 per quarter-hour or part thereof.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

November 5, 1991

IN REPLY PLEASE
REFER TO OUR FILE

JAMES D CAMPBELL JR
ATTORNEY AT LAW
3631 NORTH FRONT STREET
HARRISBURG PA 17110-1533

In re: A-00109874 - Application of Jet Messenger Service, Inc.

Dear Mr. Campbell:

We have received the verified statements filed in the above referenced proceeding.

The record will be reviewed and will be put before the Commission for its decision. You will be notified of the Commission's action.

Very truly yours,

By Tim Zeigler
For Peter S. Marzolf, Supervisor
Technical Review Section
Bureau of Transportation

TZ:rs

