

**PILLAR AND MULROY, P.C.**

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PA PUC  
BUREAU OF  
TRANSPORTATION

ANTHONY A. SEETHALER, JR.  
MARIA M. VERARDI

JOHN A. PILLAR  
THOMAS M. MULROY  
LYNN E. MACBETH

November 16, 1993

Re: General Commodities Warehouse & Distributing  
Company, L.P.--Purchase--GTS Trucking, Inc. and  
General Commodities Warehouse & Distributing  
Company, Inc. (Petition to Convert Permit to Certificate)  
File No. 252-22

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

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Dear Mr. Alford:

SECRETARY'S OFFICE  
Public Utility Commission

We enclose herewith for filing the following applications and related petition:

1. the application of General Commodities Warehouse & Distributing Company, L.P. to acquire the operating rights of General Commodities Warehouse & Distributing Company, Inc., together with the filing fee of \$350.00;

2. an application by General Commodities Warehouse & Distributing Company, L.P. to acquire a portion of the operating rights of GTS Trucking, Inc., together with the filing fee of \$350.00;

3. a petition by General Commodities Warehouse & Distributing Company, L.P. and by GTS Trucking, Inc., to convert the contract carrier permit of GTS Trucking, Inc. to a certificate of public convenience so that the transferee, General Commodities Warehouse & Distributing Company, L.P., which will become a common carrier by virtue of its acquisition of the operating rights of General Commodities Warehouse & Distributing Company, Inc., will not be in violation of 66 Pa. C.S.A. §2504.

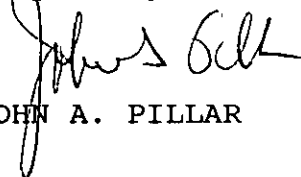
There is attached to the applications referred to in 1 and 2 above, the agreement of sale between the parties, and other related exhibits.

Hon. John G. Alford  
Page Two  
November 16, 1993

There is attached to the petition to convert referred to above, the affidavits of consent to the petition by the shippers to be served by the transferee in connection with the authority to be acquired from GTS Trucking, Inc.

Please acknowledge receipt of the enclosures on the duplicate of this letter of transmittal and return it in the stamped, self-addressed envelope provided. If you require any further information, please advise the undersigned.

Very truly yours,



JOHN A. PILLAR

sw

Enclosures

cc: Herbert S. Shear  
Andrew T. Roth

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

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9513715  
PA PUC  
BUREAU OF  
TRANSPORTATION  
NOV 18 1993  
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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION SECRETARY'S OFFICE  
Public Utility Commission

Application of GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, L.P.  
(Applicant/Transferee-Buyer)

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

No. A-00101312, Folder No. all, issued to

GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING  
(Transferor-Seller) COMPANY, INC.

for transportation of property  
(persons-property)

**PUC USE ONLY**  
Docket No. A111142  
Folder No. \_\_\_\_\_

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, L.P.  
(Full and correct name of applicant/transferee)

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

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

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

3. 499 Nixon Road \_\_\_\_\_  
(Business Street Address) (P.O. Box, if any)

Cheswick Allegheny PA 15024 (412) 274-8000  
(City) (County) (State) (Zip) (Telephone)

**DOCKETED**  
APPLICATION DOCKET  
DEC 03 1993  
- 1  
ENTRY No.     

**DOCUMENT  
FOLDER**

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

5. Any documents should be mailed to:  
Transferee: Herbert S. Shear, General Commodities Warehouse &  
Distributing Company, L.P., 760 Commonwealth Drive,  
\_\_\_\_\_  
(Name) (Address) Warrendale, PA 15086  
Transferor: Andrew T. Roth, GTS Trucking, Inc., 499 Nixon Road,  
Cheswick, PA 15024  
\_\_\_\_\_  
(Name) (Address)

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

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

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

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

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). COPY OF PARTNERSHIP AGREEMENT ATTACHED

Shear Investment, Inc., 760 Commonwealth Drive, Warrendale, PA 15086  
(Name) (Address)

Herbert S. Shear, 760 Commonwealth Drive, Warrendale, PA 15086  
\_\_\_\_\_

Corporation. Organized under the laws of the State of \_\_\_\_\_  
and qualified to do business in Pennsylvania by registering with the Secretary of the  
Commonwealth on \_\_\_\_\_ (Attach copy of Certificate of Incorporation  
or Authority and statement of charter purpose). Include as an attachment a list of  
corporate officers and their titles and the names, addresses and number of shares held  
by each stockholder.

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.

SEE EXPLANATORY STATEMENT ATTACHED

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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 General Commodities Warehouse & Distributing Company, Inc., transferor herein, has elected to conduct its trucking business as a partnership and desires to transfer its authority to the applicant/partnership so that the transferee can continue the service required by the shippers.

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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. The debts of the transferor will be fully offset by the accounts receivable. As a result, the transferee will not assume any debts of the
- Statement of safety program. transferor and all debts will be paid.
- 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) Articles of Partnership
- 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.

GENERAL COMMODITIES WAREHOUSE &  
DISTRIBUTING COMPANY, L.P.

Transferee sign here: By: Jan 2 Adams, Vice Pres 10/13/93  
(each partner must sign) (Date)  
(Corporate Seal) Shane Investments, Inc. General Partner

GENERAL COMMODITIES WAREHOUSE &  
DISTRIBUTING COMPANY, INC.

Transferor sign here: By: Jan 2 Adams 10/13/93  
(Corporate Seal) Vice President

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

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
\_\_\_\_\_ County :

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

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
Allegheny County :

Herbert S. Shear, being duly sworn (affirmed) according to law, deposes and says that he is Partner of General Commodities Warehouse &,  
(Office of Affiant) (Name of Corporation) Distributing Company, L.P.  
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 General Commodities Warehouse & Distributing Company, L.P. to be able to prove the same  
(Name of Corporation)  
the same at the hearing hereof.

[Signature]  
Signature of Affiant  
Herbert S. Shear

Sworn and subscribed before me this 13<sup>TH</sup>  
day of OCTOBER 19 93  
My Commission Expires \_\_\_\_\_

[Signature]  
Signature of Official Administering Oath

Notarial Seal  
James M. Schwartz, Notary Public  
Wilkesburg Boro, Allegheny County  
My Commission Expires Aug. 8, 1995

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

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
\_\_\_\_\_ County :

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

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
ALLEGHENY County :

Herbert S. Shear, being duly sworn (affirmed) according to law,  
deposes and says that he is President of General Commodities Warehouse & Distributing  
(Office of Affiant) (Name of Corporation) Company, Inc.  
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 General Commodities Warehouse & Distributing Company, Inc.  
(Name of Corporation) to be able to prove the  
same at the hearing hereof.

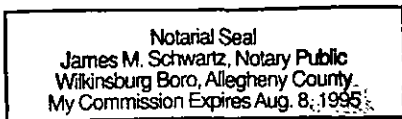
Herbert S. Shear  
Signature of Affiant

Herbert S. Shear

Sworn and subscribed before me this 13<sup>TH</sup>  
day of OCTOBER 19 93  
My Commission expires \_\_\_\_\_

[Signature]  
Signature of Official Administering Oath

Signature of Official Administering Oath



A G R E E M E N T

THIS AGREEMENT is made this 13<sup>th</sup> day of October, 1993, between **GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, L.P.** (BUYER), a partnership having its principal office in Allegheny County, Pennsylvania, and **GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, INC.** (SELLER), a corporation having its principal office in Allegheny County, Pennsylvania.

**I. PREMISES**

A. SELLER is the owner of a certificate of public convenience, including several folders, and a contract carrier permit issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00101312, copies of which are attached hereto as Appendix "A" (herein sometimes referred to as the "operating rights").

B. BUYER is a newly formed partnership which holds no operating authority from the PUC.

C. SELLER has agreed to transfer, and BUYER has agreed to acquire, all of the above described operating rights of SELLER attached hereto as Appendix "A".

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 the applicable provisions of the Pennsylvania Public Utility Code.

## II. TERMS AND CONDITIONS

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

1. Purchase Agreement. SELLER will transfer to BUYER, and BUYER will acquire all of the operating rights owned by SELLER, as fully described in Appendix "A" attached hereto.

2. Consideration for Transfer. BUYER shall pay to SELLER the sum of One (\$1.00) Dollar for the operating rights hereinabove described and shall further agree to assume all duties to the shipper to operate under the SELLER's operating rights.

3. Applications 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, promptly after the execution of this agreement, the parties will jointly file with the PUC an application ("permanent application") seeking permanent approval of the purchase of the operating rights by BUYER from SELLER.

BUYER, with the support of SELLER, may, at its option, also file with the PUC applications seeking emergency temporary and temporary authority (hereinafter sometimes referred to as "temporary authority") for BUYER to operate under the operating

rights of SELLER pending action of the permanent authority application by the PUC; the terms and conditions of the temporary authority applications, if any, will be stated in a separate agreement, except as otherwise specifically set forth herein.

4. SELLER's Warranties. SELLER warrants and represents that the operating rights have been duly issued to SELLER by the PUC; that the operating rights are in good standing and are transferrable; that the operating rights will be in full force and effect on the closing date; and that there are no actions at law or equity, nor any claims, options or obligations outstanding against SELLER that will affect the legal transfer of the operating rights from SELLER to BUYER.

5. BUYER's Warranties. BUYER warrants that BUYER is a partnership duly organized and validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania; its execution and delivery of this Agreement has been duly and validly authorized; and it has taken all requisite action to make this agreement valid and binding upon BUYER in accordance with its terms.

6. Survival of Warranties. All covenants, representations and warranties made by SELLER and BUYER in this Agreement or pursuant hereto shall survive the closing. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against, the respective successors and assigns of BUYER and SELLER.

7. Closing. The closing shall take place at the offices of Pillar and Mulroy, P.C., Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222, on the closing date, which shall be held on a date to be selected by the parties hereto within thirty (30) days after the "order entered" date on the final order of the PUC approving the permanent authority application.

8. Construction. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

10. 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.

#### I. EXECUTION

IN WITNESS WHEREOF, the parties, intending to be legally bound



General Commodities Warehouse & Distributing Company, Inc.  
Summary of Authority

Docket A-00101312, F.2

To transport, as a Class D carrier, property, from the facilities of General Commodities Warehouse & Distributing Company, Inc. in the city of Pittsburgh, Allegheny County, to points in Pennsylvania;

subject to the following conditions:

That no right, power or privilege is granted to transport household goods in use.

That no right, power or privilege is granted to transport commodities in bulk and commodities which, because of size or weight require the use of special equipment.

*Amended  
By E*

Docket No. A-00101312, F.2, Am-A

To transport, as a Class C and D carrier, property, from the facilities of General Commodities Warehouse and Distributing Company, Inc., located in the borough of West Mifflin, Allegheny County, to points in Pennsylvania;

subject to the following conditions:

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

That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment.

*Amended  
By E*

Docket No. A-00101312, F.2, Am-B

1. To transport, as a Class B carrier, property, excluding household goods in use, between points in the City of Pittsburgh, Allegheny County.

2. To transport, as a Class D carrier, property, excluding household goods in use, from points in the City of Pittsburgh, Allegheny County, to points in the County, and vice versa.

3. To transport, as a Class D carrier, property in pickup and delivery service moving under railroad bills of lading from railroad sidings and/or freight terminals in the borough of McKees Rocks, Allegheny County, to points in the said borough and within five (5) miles of the limits of said borough, and vice versa.

Docket No. A-00101312, F.2, Am-C

To transport, as a Class D carrier, property from bona fide storage in the warehouse facilities of General Commodities Warehouse & Distributing Company, Inc. in the County of Lebanon, to points in Pennsylvania;

subject to the following conditions:

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

That no right, power or privilege is granted to transport commodities which because of size or weight require the use of special equipment.

Docket No. A-00101312, F.2, Am-E

To transport, as a Class D carrier, property from the facilities of General Commodities Warehouse & Distributing Company, Inc., located in the County of Allegheny, to points in Pennsylvania, and vice versa;

To transport, as a Class D carrier, property, from the facilities of Distribution Resources, Inc., located in the County of Westmoreland, to points in Pennsylvania, and vice versa;

with the above rights subject to the following conditions:

That no right, power or privilege is granted to transport commodities in bulk.

That no right, power or privilege is granted to transport household goods in use.

That no right, power or privilege is granted to transport commodities which, because of size or weight, require special equipment.

That no right, power or privilege is granted to provide transportation to and from the facilities of Fisher Scientific Company located in the borough of Blawnox and the township of O'Hara, Allegheny County.

Docket A-00101312, F.2, Am-F

To transport, as a Class D carrier, property, from the facilities of Distribution Resources, Inc., located in the county of Butler, to points in the county of Butler and to other points in Pennsylvania, and vice versa;

subject to the following conditions:

- (1) That no right, power or privilege is granted to transport commodities in bulk;
- (2) that no right, power or privilege is granted to transport household goods in use; and
- (3) that no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment.

General Commodities Warehouse & Distributing Company, Inc.  
Contract Carrier Authority

Docket No. A-00101312, F.3

To transport, as a contract carrier by motor vehicle, alcohol and alcoholic beverages, for the Pennsylvania Liquor Control Board, between points in Pennsylvania.

GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING  
COMPANY, L.P.

Equipment List

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Plate No.</u>
1993	Mack	tractor	AB29329
1993	Mack	tractor	AB29328
1993	Mack	tractor	AB29327
1993	Mack	tractor	AB29326
1993	Mack	tractor	AB29325
1993	Mack	tractor	AB29324
1993	Mack	tractor	AB29323

\* \* \*

9 trailers

GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, LP  
 COMBINING BALANCE SHEET  
 DECEMBER 31, 1992

	GENERAL COMMODITIES LP
CURRENT ASSETS	
1 CASH	769.92
ACCOUNTS RECEIVABLE	
2 TRADE	1,120,548.61
3 AFFILIATES	1,636,988.36
4 OTHER	0.00
	2,757,536.97
5 NOTES RECEIVABLE - CURRENT	0.00
6 PREPAID EXPENSES	9,469.96
	2,767,776.85 ✓
OTHER ASSETS	
7 NOTES RECEIVABLE - LONG TERM	0.00
8 DEFERRED FINANCING FEES	0.00
9 CASH SURRENDER VALUE OF LIFE INS	82,555.87
10 INVESTMENT IN LIMITED PARTNERSHIP	0.00
	82,555.87
PROPERTY PLANT & EQUIPMENT	
11 AUTOMOBILES	15,627.09
12 OFFICE EQUIPMENT	77,683.81
13 WAREHOUSE EQUIPMENT	58,161.60
14 BUILDINGS AND IMPROVEMENTS	0.00
15 LEASEHOLD IMPROVEMENTS	0.00
	151,472.50
16 LESS: ACCUMULATED DEPRECIATION & AMORTIZATION	26,440.00
	125,032.50
17 CONSTRUCTION IN PROGRESS	0.00
18 LAND	0.00
	125,032.50
TOTAL ASSETS	2,975,365.22 ✓

GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, LP  
 COMBINING BALANCE SHEET  
 DECEMBER 31, 1992

	GENERAL COMMODITIES LP
CURRENT LIABILITIES	
19 CURRENT PORTION LONG TERM DEBT	5,164.21
20 LINES OF CREDIT	233,000.00
ACCOUNTS PAYABLE	
21 TRADE	310,274.90
22 AFFILIATES	5,792.43
	316,067.33
ACCRUED LIABILITIES	
23 HANDLING	206,006.63
24 PAYROLL	151,672.22
25 OTHER	31,500.09
	389,178.94
	943,410.48
26 LONG TERM DEBT	6,073.27
STOCKHOLDERS EQUITY & PARTNERS CAPITAL	
27 COMMON STOCK	0.00
28 PAID IN CAPITAL	0.00
29 RETAINED EARNINGS & PARTNER CAPITAL	2,025,881.47
	2,025,881.47
TOTAL LIABILITIES & STOCKHOLDERS EQUITY	2,975,365.22

**General Commodities Warehouse & Distributing  
Company, L.P.**

**Statement of Experience**

General Commodities Warehouse & Distributing Company, L.P. is a newly formed partnership, consisting of Shear Investment, Inc., a general partner, and Herbert S. Shear, a limited partner. Mr. Shear is also President of General Commodities Warehouse & Distributing Co., Inc., transferor herein. Mr. Shear has operated General Commodities Warehouse & Distributing Company, Inc. for a number of years, and has extensive experience in operating a trucking business. Under Mr. Shear's direction, General Commodities Warehouse & Distributing Company, L.P. will be staffed with personnel experienced in managing and operating a trucking business. Applicant is aware of, will comply with, all Commission regulations.

**Safety Program**

General Commodities Warehouse & Distributing Company, L.P. is a newly formed partnership consisting of a general partner and a limited partner. General Commodities Warehouse & Distributing Company, L.P. intends to engage in the transportation business. It will employ sufficient personnel to be assured that it will be in full compliance with all PUC and DOT regulations. These regulations will be reviewed and will be complied with by the carrier. General Commodities Warehouse & Distributing Company, L.P. will employ the services of a person whose responsibility will include the safe operation of its vehicles. Applicant/transferee will maintain insurance in amounts in excess of that required by the PUC and it will issue safety bulletins and directives to its drivers from time to time. At least one annual safety meeting will be held. Applicant/transferee will consider an incentive program for safe operation of vehicles used by applicant in providing transportation service.

EXPLANATORY STATEMENT

**Re: General Commodities Warehouse &  
Distributing Company, L.P.**

General Commodities Warehouse & Distributing Company, L.P. is a newly formed partnership, a limited partnership, consisting of a general partner, Shear Investment, Inc., and a limited partner, namely Herbert S. Shear. There is attached to this Explanatory Statement, the articles of partnership which have been duly filed with the Commonwealth of Pennsylvania on December 24, 1991. There is also attached to this Explanatory Statement a copy of the partnership agreement. As stated in the partnership agreement, the management of the partnership is to be conducted by the general partner.

The general partner is a corporation owned entirely by Herbert S. Shear. Mr. Shear individually is a limited partner.

The partnership intends to purchase the PUC operating rights of General Commodities Warehouse & Distributing Co., Inc., which holds operating rights from this Commission at Docket A-00101312. The stock of the transferor corporation is owned by Herbert S. Shear. The transferor corporation has been engaged in transportation of property for many years and Mr. Shear has owned and managed this operation and is familiar with the equipment, service and facilities of the transferor corporation. The partnership intends to assume all of the transportation previously performed by the transferor. Since Mr. Shear will continue to

manage the partnership, the partnership will have the benefit of the experience and knowledge of Mr. Shear, in addition to the same support personnel, to successfully handle the transition of the business from the corporation to the partnership. Basically, the service and operations will remain the same.

The partnership will have the same safety program that was put into place by Mr. Shear as the owner of the transferor corporation. The safety program includes the direction of a safety director who will see to compliance by the partnership of the rules and regulations of this Commission and the Department of Transportation. Periodic safety meetings will be held. The equipment will be inspected as to both pre-trip and post-trip conditions, and all drivers will be required to be familiar with, and to comply with, the rules and regulations of the Commission and the DOT.

In addition to acquiring the operating rights of General Commodities Warehouse & Distributing Company, Inc., the partnership also intends to acquire the operating rights of GTS Trucking, Inc. which were issued to GTS by the Pennsylvania Public Utility Commission. GTS Trucking, Inc. is also owned entirely by Herbert S. Shear. GTS Trucking, Inc. is a contract carrier and holds a permit from the Pennsylvania Public Utility Commission. Two of the permits will be transferred to the partnership by GTS, specifically the permit authorizing service for Giant Eagle, Inc., and the permit authorizing service for Distribution Resources, Inc. and

General Commodities Warehouse & Distributing Company, Inc. The remaining contract carrier rights of GTS Trucking, Inc. will be discontinued.

Since the operating rights of General Commodities Warehouse & Distributing Company, Inc. to be transferred to the partnership consist of common carrier rights (with one exception), the partnership will be engaged in business as a common carrier and, therefore, it has filed simultaneously with this application, a petition to convert the contract carrier permits of GTS Trucking, Inc. to be transferred to the partnership to a common carrier certificate, without any change in the scope of said operating rights. The partnership will not acquire any new authority from GTS Trucking, Inc.

There is one minor exception to the common carrier operating rights of General Commodities Warehouse & Distributing Company, Inc. to be transferred to the partnership. At Folder 3, General Commodities Warehouse & Distributing Company, Inc. holds a contract carrier permit to provide service for the Liquor Control Board of Pennsylvania. General Commodities Warehouse & Distributing Company, Inc. was granted an exception to the usual prohibition of a common carrier holding both common and contract carrier authority simultaneously. It is the intent of the partnership to acquire the operating rights of General Commodities Warehouse & Distributing Company, Inc. in the exact same form that they presently exist, which includes both the common carrier authority and the single

contract carrier permit, without any change in these rights. However, as to the operating rights of GTS Trucking, Inc. to be transferred to the partnership, it is these rights that the partnership seeks to have converted to common carrier authority so as to avoid any conflict with 66 Pa. C.S.A. § 2504.

The partnership is not acquiring any of the debts of GTS Trucking, Inc. or General Commodities Warehouse & Distributing Company, Inc. General Commodities Warehouse & Distributing Company, Inc. has no unpaid business debts, other than accounts payable incurred in the ordinary course of business which will be paid from accounts receivable. The same holds true with GTS Trucking, Inc. A list of the equipment to be operated by the partnership is attached to this Explanatory Statement. In addition, a balance sheet of the partnership is also submitted with the application.

If any further information about the partnership or these applications is required, please contact the attorney for the partnership, John A. Pillar, Esq., Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222. (412) 471-3300.

DE 1: 15-9511 (Rev. 89)  
P. O. KALY COMPANY, PCH., PA 15219

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Microfilm Number \_\_\_\_\_

Filed with the Department of State on DEC 24 1991

Entity Number 2269749

T. Francis K. Whitehill  
Acting Secretary of the Commonwealth

### CERTIFICATE OF LIMITED PARTNERSHIP

In compliance with the requirements of 15 Pa.C.S. § 8511 (relating to certificate of limited partnership), the undersigned, desiring to form a limited partnership, hereby certifies that:

1. The name of the limited partnership is: General Commodities Warehouse and Distributing Company, L.P.

2. The address of this limited partnership's initial (a) registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following address to conform to the records of the Department):

(a) 760 Commonwealth Drive, Warrendale, PA 15068, Allegheny  
Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider \_\_\_\_\_ County \_\_\_\_\_

For a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited partnership is located for venue and official publication purposes.

3. The name and business address of each general partner of the partnership is:

Name	Address
<u>Shear Investment, Inc.,</u>	<u>760 Commonwealth Drive, Warrendale, PA 15068</u>

4. The specified effective date, if any: January 1, 1992  
month day year hour, if any

IN TESTIMONY WHEREOF, the undersigned general partner(s) of the limited partnership has (have) executed this certificate this 21 day of December, 1991

ATTEST  
By: x Barbara Shear

SHEAR INVESTMENT, INC.  
By: x [Signature]  
President

SHEAR-GC ABG Misc #3 ABG/tas

AGREEMENT OF LIMITED PARTNERSHIP  
GENERAL COMMODITIES WAREHOUSE AND  
DISTRIBUTING COMPANY, L.P.

A Pennsylvania Limited Partnership

THIS AGREEMENT OF LIMITED PARTNERSHIP entered into to be effective the 27<sup>th</sup> day of December, 1992, by and between SHEAR INVESTMENT, INC., as a General Partner, and Managing General Partner, and HERBERT SHEAR, as a Limited Partner.

WITNESSETH:

The parties, intending to be legally bound, desire to set forth their Agreement of Limited Partnership, which supersedes all prior agreements of the parties, as follows:

ARTICLE I

Definitions

Certain terms used in this Agreement shall have the special meanings designated below:

1.0 The term Agreement shall mean this Agreement of Limited Partnership, as it may be amended from time to time.

1.1 The term Capital Account shall mean the capital account established and maintained with respect to each Partner pursuant to the provisions of Section 3.3.

1.2 The term Capital Contribution shall mean the cash or fair market value of other property contributed by a Partner to the capital of the Partnership as set forth on Schedule A to this Agreement.

1.3 The term Code shall mean the United States Internal Revenue Code of 1986, as amended.

1.4 The term Gross Receipts shall mean all cash proceeds from current operations of the Partnership during a calendar year, including, without limitation, all cash proceeds and other miscellaneous sources of cash such as interest income and business interruption insurance. The term Gross Receipts shall not include cash proceeds from the sale, exchange,

financing or refinancing, or other disposition of any capital asset of the Partnership.

1.5 The term Interest shall mean an interest in the Partnership held by a Partner.

1.6 The term Limited Partner shall mean any person listed on Schedule A to this Agreement as a limited partner and any additional or substitute limited partner admitted to the Partnership pursuant to the terms of this Agreement.

1.7 The term Majority in Interest shall mean Partners whose aggregate residual percentage interests in profit and loss in the Partnership exceed 50%.

1.8 The term Managing General Partner shall mean Shear Investment, Inc. or any other General Partner selected as Managing General Partner pursuant to the terms of this Agreement.

1.9 The term Net Cash Flow shall mean the Gross Receipts of the Partnership for a calendar year less cash operating expenses for such calendar year, including capital expenditures, and interest and principal paid on Partnership loans.

1.10 The term Net Income or Loss from Operations shall mean the net income or loss of the Partnership from operations for any calendar year commencing on or after January 1, 1992, as determined for federal income tax purposes, after taking into account all deductions attributable to (a) depreciation and/or amortization of all Partnership assets, (b) interest on Partnership loans, including Optional Loans to the extent interest is paid on Optional Loans for such fiscal year. Net Income or Loss from Operations shall not include gain or loss arising as a result of any Interim Capital Transaction or in connection with a dissolution and termination of the Partnership.

1.11 The term Net Sale Proceeds shall mean the excess proceeds from a sale of all or substantially all other assets of the Partnership less the payment of all costs incurred in connection with such transaction, the establishment of such reserves as the Managing General Partner shall in its reasonable judgment deem necessary and after making payment of or provision for the liabilities and obligations of the Partnership, including the First Mortgage Loan.

1.12 The term Partner shall mean a Limited Partner or a General Partner.

1.13 The term Partnership shall mean the limited partnership continued pursuant to the terms of this Agreement.

1.14 The term Ratio shall mean the following ratio: 1% for the General Partner and 99% for the Limited Partner.

ARTICLE II

Business of Partnership, Term, Etc.

2.1 Partnership Name and Principal Place of Business. The name of the Partnership shall be General Commodities Warehouse and Distributing Company, L.P. The principal office of the Partnership shall be at 760 Commonwealth Drive, Warrendale, PA 15068.

2.2 Character of the Business. The principal business of the Partnership shall be product distribution and product handling. Such business purpose shall include the doing of any and all things incident thereto or connected therewith.

2.3 Term of Partnership. The term of the Partnership shall continue until terminated pursuant to Article XI.

ARTICLE III

Capital Contributions

3.1 Capital Contributions of Limited Partners. Each Limited Partner has contributed to the Partnership the amount of cash and other property set forth on Schedule A to this Agreement.

3.2 Capital Contribution of General Partners. Each General Partner has contributed to the Partnership the amount of cash and other property set forth on Schedule A to this Agreement.

3.3 Capital Accounts. A Capital Account shall be established for each Partner. Each Partner's Capital Account shall be increased (credited) by

- (a) the amount of his Capital Contribution;
- and
- (b) the amount of income or gains allocated to him pursuant to Article VII;

and shall be decreased (debited) by

- (c) the amount of losses allocated to such Partner pursuant to Article VII;
- (d) all amounts distributed to or on behalf of such Partner pursuant to

Article VI; and

(e) such Partner's distributive share of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code (relating to expenditures which are neither deductible nor properly chargeable to capital) or treated as described in such Section for capital account maintenance purposes.

Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Partner for purposes of Articles VI or VII, the Capital Account of the Partner shall be determined after giving effect to the allocation for the Partnership's current calendar year to date of Net Income or Loss from Operations under Section 7.1 and all distributions paid or accrued for such year under Section 6.1(a) to the extent applicable. Optional Loans by any Partner to the Partnership shall not be considered contributions to the capital of the Partnership. Any Partner, including any substitute Partner, who shall receive an Interest in the Partnership or whose Interest in the Partnership shall be increased by means of a transfer to him of all or part of the Interest of another Partner, shall have a Capital Account which reflects such transfer.

ARTICLE IV

Rights and Obligations of the General Partners

4.1 Management. The management of the Partnership shall be carried on by the Managing General Partner, who shall act as its chief executive and principal financial and accounting officer and shall have full and exclusive authority and responsibility to manage and control all the affairs and business of the Partnership, and, except as expressly otherwise provided herein, to exercise all of the rights and perform all of the duties of the Partnership set forth herein or any other agreement entered into pursuant to the conduct of the business of the Partnership. Without limiting the generality of the foregoing, the Managing General Partner is expressly authorized on behalf of the Partnership to:

(a) perform any and all acts necessary or appropriate to the operation of the Building, including (without limitation) the commencement, defense or settlement of any litigation or administrative proceeding involving the Partnership;

(b) establish bank accounts in which shall be deposited all Partnership funds and from which payments shall be made, and otherwise

invest the Partnership's surplus funds from time to time in reasonably liquid, short-term debt instruments of high quality;

(c) procure from and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the Managing General Partner;

(d) coordinate all accounting and clerical functions of the Partnership and employ such accountants, lawyers, property managers, or other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(e) delegate from time to time authority to perform any or all of the actions which the Managing General Partner is authorized to perform;

(f) make distributions of Partnership funds and assets to the Partners as provided for by this Agreement;

(g) make income tax elections; prepare and file tax returns for the Partnership with federal, state and local authorities; file amendments to such returns; participate on behalf of the Partnership in audits of such returns; consent to extensions relating to such returns; execute on behalf of the Partnership documents relating to the settlement of tax proceedings involving the Partnership or its tax returns; and participate at the Partnership's expense in administrative and judicial proceedings, including appeals, relating to the Partnership's tax returns or its tax liabilities. For the purposes of the Partnership, the Managing General Partner shall be deemed the "Tax Matters Partner," as such term is defined and used in the Code and its regulations, and shall have all powers, duties and responsibilities consistent therewith and with the provisions of this Agreement; provided, however, that notwithstanding anything in this Agreement to the contrary, the Managing General Partner shall consult with Herbert Shear in all proceedings involving the tax returns filed

by the Partnership and shall not, without the prior consent of a Majority in Interest of the Partners, (i) consent to any change proposed by the Internal Revenue Service as to any item in the Partnership's tax returns or execute any settlement of any administrative or judicial tax proceedings involving the Partnership or its tax returns; (ii) select counsel to represent the Partnership in any tax proceedings involving the Partnership; or (iii) bring a suit involving any determination of the Internal Revenue Service regarding the tax liability of the Partnership or the Limited Partners in any court.

4.2 Limitation on Management Rights. Notwithstanding the generality of the foregoing, the Managing General Partner shall not be empowered without the consent of a Majority in Interest of the Partners to:

- (a) borrow money, whether on a secured or unsecured basis,
- (b) sell or lease all or substantially all of the Building; or
- (c) refinance or prepay the First Mortgage Loan.

4.3 Other Permissible Activities. Nothing herein contained shall be deemed to prevent a Partner from engaging in other activities for profit, whether in the warehouse or real estate business or otherwise, and whether or not the same may be competitive with the business of the Partnership, and the other Partners shall have no rights to, or interest in, any assets or profits of or from such other activities, entities or ventures under the terms of this Agreement or arising out of their participation in the Partnership.

4.4 General Partners' Time and Compensation. The General Partner shall devote such time as it deems necessary to the Partnership's business and affairs and shall not be entitled to any compensation other than their interest in Partnership income and cash distributions provided in Articles VI and VII. The General Partner shall, however, be entitled to be reimbursed for all reasonable expenses incurred by it while engaged in the business of the Partnership.

4.5 Limitation of Liability. A General Partner shall not be liable to the Partnership or the Limited Partners for any act or omission based upon errors in judgment, negligence, or other fault in connection with the business or affairs of the Partnership so long as such General Partner acts in good faith and is not found to be guilty of gross negligence or willful or wanton misconduct with respect thereto.

4.6 Transactions with Affiliates. The Managing General Partner may, on behalf of the Partnership, enter into agreements with any affiliated person so long as the terms of any such agreement are commercially reasonable.

ARTICLE V

Rights and Obligations of the Limited Partners

The Limited Partners shall have the following rights and obligations:

5.1 No Additional Assessments. Except as provided in Section 11.2, no Limited Partner shall be required to contribute any capital to the Partnership in excess of his Capital Contribution.

5.2 Limited Liability. Except as provided in Section 11.2, no Limited Partner shall be personally liable for any of the debts of the Partnership or any of the losses thereof beyond the amount of his Capital Contribution and his share, if any, of undistributed profits of the Partnership, anything to the contrary herein expressed or inferable notwithstanding.

5.3 No Management Responsibility or Authority. No Limited Partner, in his capacity as such, shall take part in the management of, or transact any business for or on behalf of, the Partnership.

5.4 No Authority to Act. No Limited Partner, in his capacity as such, shall have the power to sign any instrument for or on behalf of the Partnership, nor shall any Limited Partner, in his capacity as such, have the authority to bind the Partnership.

5.5 Right to Examine Partnership Records, Etc. Each Limited Partner shall have the right to examine the books and records of the Partnership at its principal place of business during regular business hours and to make reasonable inquiry as to Partnership affairs.

5.6 Rights Under the Act. To the extent not otherwise set forth herein and except as modified herein, each Limited Partner shall have all the rights of a limited partner under the Pennsylvania Revised Uniform Limited Partnership Act.

ARTICLE VI

Cash Distributions

6.1 Allocation of Cash Distributions.

A. Operations. After providing for the satisfaction of the current debts and obligations of the Partnership and establishing appropriate working capital reserves, the Managing General Partner shall, as expeditiously as possible, but in no event later than one hundred twenty (120) days after the end of each calendar year of the Partnership, make distributions of Net Cash Flow to the Partners in the following order of priority:

- (i) first, in payment of the current portion of the interest and principal (in that order) on the Optional Loans, if any; and
- (ii) then, the balance 1% to the General Partner and 99% to the Limited Partner(s).

B. Interim Capital Transactions Proceeds. Any Net Proceeds derived from an Interim Capital Transaction shall be distributed:

- (i) first, in payment of interest and principal (in that order) on the Optional Loans, if any;
- (ii) then, 99% to the Limited Partner(s) and 1% to the General Partner.

C. Dissolution and Termination Proceeds. Upon the dissolution and termination of the Partnership, the Net Sale Proceeds shall be distributed in the following order of priority:

- (i) first, in payment of interest and principal (in that order) on the Optional Loans, if any;
- (ii) then, the balance shall be distributed to the Partners in the proportion that the positive balance of each Partner's Capital Account bears to the aggregate of the positive balances.

6.2 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common

in the same proportions in which such Partners would have been entitled to cash distributions had the Property been sold and gain or loss allocations from said assumed transaction been allocated to the Partners.

6.3 Limitations on Cash in Return of Capital. No Partner shall be entitled to demand and receive property other than cash in return for his Capital Contribution, and no Partner shall have the right to sue for a partition of Partnership property.

ARTICLE VII

Net Income and Losses from Operations and Net Gains and Losses from Dispositions

7.1 Operations. From and after the date of this Agreement, all Net Income or Losses from Operations shall be allocated in the following order of priority:

(a) All net losses shall be allocated 1% to the General Partner, and 99% to the Limited Partner(s).

(b) All net income shall be allocated 1% to the General Partner, and 99% to the Limited Partner(s).

7.2 Interim Capital Transactions. All net gains and net losses of the Partnership, as determined for federal income tax purposes, in connection with an Interim Capital Transaction shall be allocated among the Partners in the following priority:

(a) an amount of the net gains up to the aggregate amount of proceeds distributed or available for distribution to the Partners pursuant to Section 6.1(b) (ii) shall be allocated to the Partners in the same amounts as the proceeds are to be distributed;

(b) then, after adjustment of the Capital Accounts of Partners to reflect the allocation of gains under Section 7.2(a) and distributions and amounts available for distribution pursuant to Sections 6.1(b)(ii), the net gains or net losses shall be allocated in the following manner in each of the situations described below:

(i) in the event all the Partners have negative balances in the Capital Accounts, the net

gains or net losses shall first be allocated among the Partners to establish the Ratio among their negative balances, and the balance of the net gains or the balance of the net losses shall be allocated among the Partners according to the Ratio;

(ii) in the event there is a net negative balance in the Capital Account of one or more Partner(s) and a net zero or positive balance in the Capital Account of the other Partner(s):

(A) the net gains shall be allocated first to the Partner(s) with the net negative balance(s) until the Ratio is established among the Partners' Capital Account balances, and, thereafter, the balance of the net gains shall be allocated among the Partners according to the Ratio; or

(B) the net losses shall be allocated first to the Partner(s) with the net zero or positive balance(s) until the Ratio is established among the net negative balances, and, thereafter, the net losses shall be allocated among the Partners according to the Ratio;

(iii) in the event all the Partners have net positive or zero balances in their Capital Accounts:

(A) the net gains shall be allocated among the Partners until the Ratio is established among their Capital Account balances, and thereafter, the net gains shall be allocated among the Partners according to the Ratio; or

(B) the net losses shall first be allocated among the Partners until the Ratio is established among their net positive or zero balances and thereafter, the net losses shall be allocated among the Partners according to the Ratio.

7.3 Dissolution and Termination. All net gains and net losses of the Partnership, as determined for federal income tax purposes, in connection with a dissolution and termination of the Partnership, shall be allocated in the following manner in each of the situations described below:

A. In the event there is a net negative balance in the Capital Accounts of all the Partners:

(i) net gain shall first be allocated to the Partners in the ratio of their net negative balances, until all the Partners have a zero Capital Account balance; then net gain shall be allocated to the Partners in accordance with Section 7.3(c);

(ii) the net losses shall be allocated first to establish the Ratio among the net balances of the Capital Accounts of the Partners, and, thereafter, the remainder of the net losses shall be allocated among the Partners according to the Ratio;

B. In the event there is a net negative balance in the Capital Account of one or more Partner(s) and a net zero or positive balance in the Capital Account of the other Partner(s):

(i) net gain shall first be allocated to the Partners who have net negative balances, in the ratio of their net negative balances, until all Partners have net zero or positive Capital Account balances; then, net gain shall be allocated to the Partners in accordance with Section 7.3(c);

(ii) the net losses shall be allocated first to the Partners with net zero or positive balances until the Ratio is established among the net balances of the Capital Accounts of the Partners, and, thereafter, the remainder of the net losses shall be allocated among the Partners according to the Ratio;

C. In the event there are net positive or zero balances in the Capital Accounts of all the Partners:

(i) net gain shall be allocated among the Partners in accordance with the Ratio; or

(ii) the net losses shall be allocated first to establish the Ratio among the net balances of the Capital Accounts of the Partners, and, thereafter, the remainder of the net losses shall be allocated among the Partners according to the Ratio.

7.4 Depreciation Recapture and Other Ordinary Income/Loss Items. If taxable gain to be allocated pursuant to Section 7.2 or 7.3 above includes income treated as ordinary income for income tax purposes because it is attributable to the recapture of depreciation deductions, such gain so treated as

ordinary income shall be allocated to and reported by the Partners in proportion to their prior depreciation allocations, and the Partnership shall keep records of such allocations. Nothing in this Section 7.4 is intended to affect the amount of gain allocated to Partners pursuant to Sections 7.2 and 7.3; the purpose of this Section 7.4 is merely to characterize such gain as either ordinary or capital.

## ARTICLE VIII

### Optional Loans

8.1 Although no Partner has any obligation to make a loan pursuant to this Section 8.1, any of the Partners may make a loan or loans to the Partnership or advance money on its behalf if the operations of the Building produce a negative Net Cash Flow, and the amount of any such loan or advance (the "Optional Loans") shall not be deemed an increase in or contribution to the Capital Account of the lending Partner or entitle such lending Partner to any increase in his share of the distributions of the Partnership. The amount of any such loan or advance and interest thereon at the per annum rate of 1.5% in excess of the publicly announced prime rate as charged from time to time by Pittsburgh National Bank but in no event at a rate greater than the maximum rate allowed by the applicable usury law, shall be deemed an obligation of indebtedness from the Partnership to such lending Partner payable as provided in Article VI.

## ARTICLE IX

### Limitation on Transfer of Partner's Interests

9.1 Limitation on Transfer of General Partner's Interests. The General Partner may not assign, sell, transfer or otherwise dispose of its interest in the Partnership (in whole or in part) without the consent of a Majority in Interest of the Partners.

9.2 Limitation on Transfer of Limited Partners' Interests. No Limited Partner shall assign, sell, transfer or otherwise dispose of any Interest held by such Limited Partner except with the prior written consent of the Managing General Partner; provided, however, that any Limited Partner may mortgage, pledge or otherwise encumber all or a portion of his Interest without restriction at any time. In the absence of such prior written consent, any purported assignment, sale, transfer or other disposition of an Interest (other than any mortgage, pledge or other encumbrance thereof) but not the subsequent disposition upon default) shall be void and need not be recognized by the Partnership.

9.3 Seizure and/or Sale. In the event of any seizure and/or sale of an Interest by a creditor of such Partner, whether or not made in accordance with the law, such seizure and/or sale shall not operate as a dissolution of the Partnership or relieve such Partner of any of his obligations hereunder, and the party acquiring such interest shall not thereby become a Partner, and shall not have any rights herein conferred upon such Partner, except that such party may be entitled to receive the share of the Partnership income or gain and distributions attributable to such Interest and, upon dissolution of the Partnership, the share of the Partnership assets to which such Partner would have been entitled hereunder; provided, however, that any party so acquiring the Interest of a Limited Partner may become a Limited Partner upon compliance with all of the terms of Section 9.4(b).

9.4 Admission of Transferees.

(a) Notwithstanding that the prior written consent required by Section 9.2 above shall have been obtained, a transferee of an Interest shall not be recognized as a Limited Partner nor have any of the rights conferred upon a Limited Partner with respect to such Interest until such time as he shall have complied with all the provisions of Section 9.4(b) hereof; provided, however, that the personal representative, guardian or other successor in interest of a deceased, legally incompetent or (in the case of a Limited Partner which is a corporation, partnership or joint venture) dissolved Limited Partner, or (following the distribution of a deceased Limited Partner's Interest thereto) any heir or devisee thereof, shall be entitled to receive the share of income, gain, distributions and, upon dissolution of the Partnership, the share of the assets of the Partnership to which such deceased, legally incompetent or dissolved Limited Partner would have been entitled under the terms of this Agreement.

(b) Any transferee of an Interest shall be entitled to be admitted as a Limited Partner hereunder and to have all of the rights herein conferred upon a Limited Partner if: (i) the Managing General Partner receives a copy of the instrument effecting such transfer; (ii) such transferee's admission as a Limited Partner will not, in the opinion of the Managing General Partner, jeopardize the treatment of the Partnership as a partnership for federal income tax purposes, nor cause a termination of the Partnership within the meaning of Section 708(b) of the Code, or any successor provision, nor violate, nor cause the Partnership to violate, any applicable laws, rules or regulations, including but not limited to the provisions of state federal

securities laws; and (iii) such transferee qualifies and becomes a substituted limited partner within the meaning of the Pennsylvania Revised Uniform Limited Partnership Act by the procedures set forth therein and herein. The admission of such transferee as Limited Partner shall be effected by an amendment to this Agreement, said amendment to be the responsibility of the Managing General Partner and to be in the form designated by the Managing General Partner, and by compliance with all other requirements of applicable law, including the filing of an amendment to the Partnership's Certificate of Limited Partnership and certificate of fictitious name, if any. The transferee shall pay all filing and other costs and fees (including attorneys' fees) incurred by the Partnership or the Managing General Partner in admitting him as substitute Limited Partner. Following such amendment and compliance, such transferee shall assume all of the obligations of his transferor with respect to such Interest and shall have all of the rights and powers of, shall be subject to all of the restrictions applicable to, and shall attain the status of and shall in all respects be, a Limited Partner hereunder, and the use of the term "Limited Partner" herein shall be deemed to include a reference to such transferee.

(c) In the event that, following the transfer of any Interest, the transferor thereof shall no longer hold any Interest in the Partnership, such transferor shall cease to be a Limited Partner and shall be deemed to have withdrawn from the Partnership at the time that there has been full compliance with the conditions of Section 9.4(b) hereof, but not otherwise.

(d) Each Partner hereby consents to the execution on his behalf by the Managing General Partner of an amendment hereto and any other instruments required for the purpose of admitting the transferee of any Interest in the Partnership referred to above, and the Managing General Partner is hereby granted the authority to admit such transferee upon all of the terms set forth above.

9.5 Classification of Transferred Interest. Any person who shall be admitted as a Partner shall be deemed to be a Partner of the same class as his transferor.

## ARTICLE X

Accounting Procedure

The Managing General Partner shall keep, or cause to be kept, full, accurate, complete and proper books and accounts of all operations of the Partnership. Such books shall be kept on the accrual basis-calendar year.

Within 90 days after the close of the Partnership's fiscal year, the Managing General Partner shall deliver, or cause to be delivered, to each of the Partners a financial report for such year, including a balance sheet, income statement and a statement of changes in financial position, prepared in accordance with generally accepted accounting principles and reviewed by such nationally recognized firm of independent certified public accountants as shall be acceptable to the General Partner.

## ARTICLE XI

Dissolution

11.1 Dissolution. The Partnership shall be dissolved, and shall terminate and wind-up its affairs, upon the first to occur of the following:

- (a) a determination by the Managing General Partner that the Partnership should terminate, and the concurrence in that determination by Majority in Interest of the Partners;
- (b) the sale, exchange, forfeiture or other disposition of all or substantially all of the Building and receipt of the proceeds in cash;
- (c) except as provided in Section 11.3, the dissolution, bankruptcy, insolvency or resignation, a General Partner; or
- (d) written notice to the Managing General Partner by a Majority in Interest of the Limited Partners that the Managing General Partner is a breach of the terms and provisions of this Agreement, failure by the Managing General Partner to cure such breach within 60 days, and written notice after the expiration of such 60 day period to the Managing General Partner by a Majority in Interest of the Partners that the Partnership shall dissolve and terminate its affairs;

(e) December 31, 2022.

(f) any event which under applicable law results in the dissolution of the Partnership.

11.2 Liquidation. If the Partnership shall be dissolved by reason of the occurrence of any of the circumstances described in Section 11.1, no further business shall be conducted by the Partnership except for the taking of such action as shall be necessary for the winding-up of its affairs and the distribution of its assets to the Partners pursuant to the provisions of this Article XI. Upon such dissolution, the Managing General Partner shall act as liquidator or, if it is unable so to act, shall appoint one or more liquidators, any of whom shall have full authority to wind-up the affairs of the Partnership and to make final distribution as provided herein. In default of such appointment, a Majority in Interest of the Partners may appoint one or more such liquidators. All assets of the Partnership shall be sold and the proceeds distributed to the Partners in accordance with Section 6.1(c). In the event that one or more Partner(s) has a negative balance in his Capital Account, such Partner(s) shall promptly contribute to the Partnership the amount of the negative balance, which amount shall be distributed to the Partner or Partners with positive balances in their Capital Account.

11.3 Events Not Causing Dissolution. In the event of the dissolution, bankruptcy, or resignation of a General Partner while another General Partner remains in the Partnership, the Partnership shall not dissolve if a Majority in Interest of the remaining Partners, within 30 days, determine to continue the business of the Partnership. If the withdrawn General Partner is the Managing General Partner, a new Managing General Partner shall be selected by a Majority in Interest of the other Partners.

11.4 Return of Capital Contribution Solely Out of Partnership Assets. A Partner shall look solely to the properties and assets of the Partnership for the return of his Capital Contribution, and if the properties and assets of the Partnership remaining after the payment or discharge of the debts and liabilities of the Partnership are insufficient to return his Capital Contribution, he shall have no recourse against the General Partner or any other Limited Partner for that purpose.

11.6 Dissolution Followed by Continuation. In the event that the Partnership shall be dissolved by reason of the occurrence of any of the circumstances described in Section 11.1 or for any other reason, if all of the then Partners shall agree thereto, the Partnership shall not terminate and wind-up its affairs pursuant to Section 11.2 above but shall be reformed upon

such terms as the then Partners shall agree to, and shall continue its business as if such dissolution had not occurred.

ARTICLE XII

Power of Attorney

Each Partner, by the execution of this Agreement or of any amendment hereto made pursuant to Section 9.4(d) hereof, hereby irrevocably constitutes and appoints the General Partner, as his true and lawful attorney in his name, place and stead: (i) to execute, acknowledge, swear to, file and record the Certificate of Limited Partnership, and all certificates of fictitious name required for the conduct of the Partnership's business, and to sign, execute, certify, acknowledge, file and record any other instruments or certificates which may be required of the Partnership, the General Partner or the Limited Partner, or in connection with the conduct of Partnership business or the termination of the same or the dissolution and winding-up of the Partnership, including, but not limited to, any amendments to this Agreement and any such Certificate of Limited Partnership or the certificate of fictitious name required to admit substitute Limited Partners pursuant to the terms hereof and (ii) to perform any other duties or functions necessary for the conduct of the business of the Partnership.

The foregoing grants are hereby declared to be irrevocable and to be powers coupled with an interest which shall survive the death or disability (if an individual) or the dissolution and liquidation (if a corporation, partnership or other entity) of any of the undersigned Partners and all substitute Partners added pursuant to any of the terms hereof. In the event of any conflict between the provisions of this Agreement and any document executed or filed by the General Partner pursuant to the power of attorney granted in this Section, this Agreement shall govern.

ARTICLE XIII

Indemnification

A General Partner shall be indemnified for liabilities and expenses arising from any threatened, pending or completed action or suit in which it is a party or threatened to be made party by reason of the fact that it is or was General Partner of the Partnership (other than an action by or in the right of the Partnership). The Partnership shall indemnify a General Partner against expenses, including attorneys' fees, judgments and amounts paid in settlement of action, suit or proceeding if it acted in good faith and provided that his conduct did not constitute gross negligence, willful or wanton misconduct or a breach of fiduciary obligation in the performance of his duty to

the Partnership. The termination of any action, suit or proceeding by judgment, order or settlement shall not of itself create a presumption that the General Partner did not act in good faith.

In any event, the indemnification of a General Partner shall be limited to and recoverable only out of the assets of the Partnership. The Partnership's indemnification of a General Partner shall be limited to the amount of such loss, liability or damage which is not otherwise compensated for by insurance carried for the benefit of the Partnership.

ARTICLE XIV

Miscellaneous Provisions

14.01 Notices. Notices, requests, reports, payments or other communications required to be given or made hereunder shall be in writing and shall be deemed to be delivered when properly addressed and posted by registered or certified mail, postage prepaid, to the party being given such notice at his last known address. Addresses shown on Schedule A attached hereto shall be considered the last known address of each said party unless the Managing General Partner is otherwise notified in writing.

14.2 Nature of Interest of Partners. The interest of each Partner in the Partnership is personal property.

14.3 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Pennsylvania.

14.4 Execution in Counterparts. This Agreement may be executed in one or more counterparts, but in such event each counterpart shall constitute an original, and all of such counterparts shall constitute one agreement.

14.5 Successors in Interest. Each and all of the covenants, agreements, terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, executors, administrators, personal representatives, successors and assigns.

14.6 Integration. This Agreement constitutes the entire understanding among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, of such parties in connection herewith. Any amendment or supplement made hereto shall also be in writing.

14.7 Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable in any respect in any jurisdiction shall be, as to such jurisdiction, ineffective to

the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or in any way affect the validity, legality or enforceability of such provision in any other jurisdiction.

14.8 Waivers. The failure of any Partner to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of any original violation.

14.9 Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provision hereof.

14.10 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any Partner shall not preclude or waive his right to use any or all other remedies. Said rights and remedies are given in addition to any other rights such Partner may have by law, statute, ordinance, or otherwise.

14.11 Amendment. Any amendment to this Agreement shall be effective only if the same shall be concurred in by the General Partners and a Majority in Interest of the Limited Partners; provided, however, that such concurrence shall not be required in the case of any amendment made hereto by the General Partner pursuant to any provision hereof specifically contemplating such amendment; and provided, further, that no amendment shall be made hereto which would decrease the percentage interest of a Partner in profits and losses and/or cash distributions without the concurrence of the affected Partner.

IN WITNESS WHEREOF, the Parties have executed this Agreement of Limited Partnership on the days and year first above written.

ATTEST:

GENERAL PARTNER:  
SHEAR INVESTMENT, INC.

[Signature]

By: [Signature]

[Signature]  
Witness

LIMITED PARTNER:  
x [Signature]  
Herbert Shear

SCHEDULE A

General Partner

Shear Investment, Inc.  
760 Commonwealth Drive  
Warrendale, PA

Capital  
Contribution

\$ 5.00

Limited Partner

Herbert Shear  
5535-H Forbes Avenue  
Pittsburgh, PA 15217

Capital  
Contribution

\$ 495.00

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held January 14, 1982

Commissioners Present:

Susan M. Shanaman, Chairman  
Michael Johnson  
James H. Cawley  
Linda C. Taliaferro  
Clifford L. Jones

Application of General Commodities  
Warehouse & Distributing Company, Inc.  
for approval of the transfer to it  
of all of the operating rights held by  
Shear Trucking Co., at A-00087205, F. 2.

A-00101312  
F. 2  
Am-B

O R D E R

BY THE COMMISSION:

By application docketed September 28, 1981, General Commodities Warehouse & Distributing Company, Inc., a corporation of the Commonwealth of Pennsylvania, seeks approval of the transfer to it of all the rights granted to Shear Trucking Co., a corporation of the Commonwealth of Pennsylvania, under the certificate issued at A-00087205, F. 2.

We find the applicant to be fit to be granted the operating authority sought herein and that approval of the application is necessary and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of rights held by Shear Trucking Co., at A-00087205, F. 2 be approved and that the report and order adopted July 26, 1979 at A-00101312, F. 2 and the certificate issued pursuant thereto, as modified and amended, be further modified and amended to include the following rights:

1. To transport, as a Class B carrier, property, excluding household goods in use, between points in the city of Pittsburgh, Allegheny County.
2. To transport, as a Class D carrier, property, excluding household goods in use, from points in the city of Pittsburgh, Allegheny County, to points in the county, and vice versa.

3. To transport, as a Class D carrier, property in pickup and delivery service moving under railroad bills of lading from railroad sidings and/or freight terminals in the borough of McKees Rocks, Allegheny County, to points in the said borough and within five (5) miles of the limits of the said borough, and vice versa;

subject to the following 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 rights to be acquired by applicant from the present certificate holder equal to the consideration to 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 applicant shall not record in its utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That applicant charge to Account 1550, Other Intangible Property, \$1, being the amount of the consideration payable by it for the rights and going concern value attributable thereto; less any amount recorded under condition 2 above.
4. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
5. 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.
6. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(3) of Title 66, PA C.S.A.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has 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 this order shall not become final until transferor's 1981 Annual Report is filed.

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

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor Shear Trucking Co., a corporation of the Commonwealth of Pennsylvania at A-00087205, F. 2 be cancelled and the record be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", written over a large, stylized flourish or scribble.

Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: January 14, 1982

ORDER ENTERED: JAN 29 1982

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held January 14, 1982

Application Docket No. A-00087205, F. 2 of Shear Trucking Co.

SUPPLEMENTAL ORDER CANCELLING  
CERTIFICATE OF PUBLIC CONVENIENCE

BY THE COMMISSION:

It appearing that all the rights granted to Shear Trucking Co. under the certificate of public convenience issued at A-00087205, F. 2 have been transferred to General Commodities Warehouse & Distributing Company, Inc., at A-00101312, F. 2, Am-B and are now contained under the certificate of public convenience issued to it and the matters and things involved having been duly considered by the Commission; THEREFORE,

IT IS ORDERED: That upon compliance with the conditions and requirements as set forth in the order at A-00101312, F. 2, Am-B, a copy of this supplemental order at A-00087205, F. 2 be forwarded to Mr. George R. Otto, Regional Audit Supervisor, Department of Revenue, 1846 Brookwood Street, Harrisburg, Pennsylvania.

IT IS FURTHER ORDERED: That all the operating rights and the certificate of public convenience at A-00087205, F. 2 be and are hereby cancelled, and all rights, powers and privileges granted thereby shall forwith cease and terminate.

BY THE COMMISSION

Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: January 14, 1982

ORDER ENTERED:

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held June 10, 1983

Commissioners Present:

Linda C. Taliaferro, Chairman  
Michael Johnson  
James H. Cawley

Application of General Commodities Warehouse & Distributing Company, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, property from the facilities of General Commodities Warehouse & Distributing Company, Inc. in the city of Pittsburgh, Allegheny County, to points in Pennsylvania; subject to the following conditions: That no right, power or privilege is granted to transport household goods in use; and That no right, power or privilege is granted to transport commodities in bulk and commodities which because of size or weight require the use of special equipment: SO AS TO PERMIT the transportation of property (except household goods in use, commodities in bulk and commodities which because of size or weight require the use of special equipment) from the facilities of General Commodities Warehouse & Distributing Company, Inc., in the county of Lebanon, to points in Pennsylvania, and vice versa.

A-00101312  
F. 2  
Am-C

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Kevin W. Walsh for General Commodities Warehouse & Distributing Company, Inc.

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O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed December 13, 1982. Public notice of the application was given in the Pennsylvania Bulletin of January 8, 1983. The unopposed application is certified to the Commission for its decision without hearing. The record consists of verified statements entered by the applicant and three supporting shippers.

Herbert Shear, president and treasurer of General Commodities Warehouse & Distributing Company, Inc. (applicant or General Commodities), set forth in his verified statement that he is thoroughly familiar with its operations, authority and facilities and he is authorized by the corporation to enter a verified statement. General Commodities now holds operating authority to transport property from its facilities in the borough of West Mifflin, Allegheny County to points in Pennsylvania and from points in the city of Pittsburgh, Allegheny County to points in the said county and vice versa. The applicant also holds authority from the Interstate Commerce Commission to transport general commodities from the applicants Allegheny County facility to points in several states.

General Commodities operates four different warehouse locations in Lebanon county with total warehouse space of approximately 300,000 square feet. There are three warehouse locations in the city of Lebanon and one in the borough of Jonestown, Lebanon County. The applicant is now in the process of acquiring additional space with a potential location in Myerstown, Lebanon County. The company operates 17 tractors and 22 trailers from its Lebanon County warehouses. All of the equipment is in excellent operating condition and is subject to regular maintenance and safety inspection.

Currently, the applicant provides service to all the supporting shippers in this proceeding pursuant to authority granted by the Interstate Commerce Commission. In addition, service has been provided intrastate as a warehousemens service. The proposed service will permit the applicant to provide service for it warehouse customers transporting property from the warehouse to the warehouse customers customer. General Commodities will continue to utilize van trailer equipment for provision of service and to offer a wide range of service to its customers including spotting trailer equipment at a shipper or consignee facility, provide multiple delivery service, truckload and less than truckload service and overnight and emergency service when needed. Extensive experience in warehousing has made the applicant familiar with each of the shippers particular needs.

As evidence of its financial capacity to provide service the applicant entered a balance sheet dated June 30, 1982. The applicant

reports total current assets of \$473,051 with total assets of \$1,349,593. Total current liabilities are reported at \$362,364 with total liabilities of \$1,102,396. The applicant's 1982 annual report shows operating revenue of \$4,073,044 and operating expenses of \$4,098,947.

John Pollack, traffic representative for Chevron Chemical Company, set forth in his verified statement that he is responsible for coordinating the company's transportation requirements within Pennsylvania. He is authorized by Chevron to enter a verified statement. Chevron Chemical Company manufactures and sells agricultural insecticides, fertilizer compounds, tree and weed killing compounds and other related materials. It currently utilizes the warehouse facilities of the applicant in Lebanon County. Chevron is supporting this application for the transportation of its products to or from the facility of General Commodities Warehouse & Distribution Company in Lebanon, Lebanon County. During 1982, Chevron shipped an excess of 2,500 shipments from the Lebanon County warehouse to both intrastate and interstate points. Daily shipments 5 to 6 days per week are made from the Lebanon County warehouse facilities to points in Pennsylvania. The majority of this traffic is less than truckload. The applicant will be used to transport products to customers located at points nearly statewide.

Richard Ehmer, secretary of Spatola Wines, Inc., set forth in his verified statement that he is responsible for coordinating all special item orders including coordination of overall warehousing and transportation of these special item orders. He is authorized to enter a verified statement. Spatola Wines, Inc. is a broker of wines. It warehouses wine at the Lebanon county facility of the applicant. The applicant is supported for the transportation of wine to state stores and military installations in the Commonwealth. There is currently a 3,000 case inventory at the Lebanon county facilities of the applicant. Between 600 and 1,000 cases of wine monthly move from these facilities to points in Pennsylvania. All the traffic from the general commodities facilities would be tendered to the applicant. The ability of the applicant to transport Spatola products directly to its customers from the warehouse will be responsive to the needs of the company.

Daniel Loughnane, manager of motor carrier-barge pricing for International Paper Company, set forth in his verified statement that he is generally responsible for the coordination of transportation services. He is familiar with the requirements within the application area and is authorized to support the instant application. International Paper Company is a major manufacturer of paper and paper products and lumber and lumber products. As here pertinent, the applicant will be requested to transport shopping bags from the warehouses of the applicant in Lebanon County to J. C. Penney Stores located throughout the Commonwealth. Shipments have moved to such points as Reading, Berks County; Williamsport, Lycoming County, Upper Darby, Delaware County; Chambersburg, Franklin County; Harrisburg, Dauphin County; Scranton, Lackawanna County; Warren,

Warren County; and Troy, Bradford County. It is anticipated that 90 percent of intrastate traffic will be tendered to the applicant.

#### DISCUSSION AND FINDINGS

The applicant is now certificated as a common carrier to provide service from its warehouses at West Mifflin, Allegheny County, to points in Pennsylvania. It has additional warehouse facilities in the county of Lebanon and now desires authority to serve customers of those warehouse facilities from the warehouse to the customers customer.

Three warehouse customers support the instant application. All state a need for service from the warehouse facilities to points designated by them for less than truckload shipments. The supporting shippers in this proceeding all receive interstate service from the applicant from the warehouse facilities in Lebanon County. All desire the availability of this service within Pennsylvania.

The applicant seeks a vice versa authority. No evidence is presented concerning the requirement for a vice versa grant of authority. It appears from the statements of the supporting shippers that they desire an outbound service from the warehouse to their customers. No indication is given that inbound service is required. Regardless, the applicant can now under the "warehousemen exemption" provide inbound transportation for its warehouse customers without prior Commission authorization. The supporting statements do not indicate any other service is required by these warehouse customers. We have eliminated the vice versa provision.

We are further modifying the authority granted so that property moving out of the warehouse is property from bone fide storage. This modification tailors the authority to the stated needs of the supporting shippers and is in conformity with current Commission policy.

We find:

1. The applicant has the experience, equipment and fitness necessary to render the proposed service, as modified.
2. Approval of the application will aid the supporting shippers in meeting their transportation requirements in Pennsylvania.
3. Approval of the application, as modified, is an accommodation and convenience to the public; THEREFORE,

IT IS ORDERED: That the application, as modified, be and is hereby approved and that the certificate issued September 18, 1979, as amended, be further amended to include the following right:

To transport, as a Class D carrier, property from bona fide storage in the warehouse facilities of General Commodities Warehouse & Distributing Company, Inc., in the county of Lebanon, to points in Pennsylvania.

subject to the following conditions.

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

That no right, power or privilege is granted to transport commodities which because of size or weight require the use of special equipment.

IT IS FURTHER ORDERED: That the application be and is in all other respects hereby denied for lack of proof of necessity.

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 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 the Commission relating to the filing and acceptance of 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 service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION,

Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: June 10, 1983

ORDER ENTERED: **JUN 17 1983**

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held April 13, 1989

Commissioners Present:

Bill Shane, Chairman  
William H. Smith, Vice-Chairman  
Joseph Rhodes, Jr.  
Frank Fischl

Application of General Commodities Warehouse & Distributing Company, Inc., a corporation of the commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, property, from the facilities of General Commodities Warehouse & Distributing Company, Inc. in the city of Pittsburgh, Allegheny County, to points in Pennsylvania; subject to the following condition: That no right, power or privilege is granted to transport household goods in use; and That no right, power or privilege is granted to transport commodities in bulk and commodities which, because of size or weight, require the use of special equipment: SO AS TO PERMIT the transportation of property from the facilities of General commodities Warehouse & Distributing Company, Inc., located in the county of Allegheny, to points in the county of Allegheny, and from said county, to other points in Pennsylvania, and vice versa; property from the facilities of Distribution Resources, Inc., located in the county of Westmoreland, to points in the county of Westmoreland and to other points in Pennsylvania, and vice versa; provided that both rights herein above shall be restricted against the transportation of commodities in bulk, household goods in use, and commodities which, because of size or weight, require special equipment.

A-00101312  
F. 2  
Am-E

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Pillar and Mulroy, P.C. by John A. Pillar for the applicant.  
Sally A. Davoren for the protestants, Haser Trucking, Inc. and  
Reinsfelder, Inc.

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O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed July 15, 1988. Public notice of the application was given in the Pennsylvania Bulletin of August 13, 1988. Protests to the application were filed by Haser Trucking, Inc. and Reinsfelder, Inc. Both protests were withdrawn when the applicant excluded transportation to and from the facilities of Fisher Scientific Company located in the borough of Blawnox and the township of O'Hara, Allegheny County.

The application is now unprotested and the record is certified to the Commission for its decision without an oral hearing. The record consists of verified statements submitted by the applicant and four supporting shippers.

DISCUSSION AND FINDINGS

By the instant application, General Commodities Warehouse & Distributing Company, Inc. (applicant), seeks to expand its current common carrier operations to include transportation (1) of property from the facilities of General Commodities Warehouse & Distributing Company, Inc., located in the county of Allegheny, to points in the county of Allegheny, and from said county to other points in Pennsylvania, and vice versa; and (2) property from the facilities of Distribution Resources, Inc., located in the county of Westmoreland, to points in the county of Westmoreland and to other points in Pennsylvania, and vice versa; with both rights subject to the condition which excludes the transportation of commodities in bulk, household goods in use, and commodities which, because of size or weight, require special equipment. The proposed authority was further conditioned to exclude transportation to and from the facilities of Fisher Scientific Company located in the borough of Blawnox and the township of O'Hara, Allegheny County. The second condition is the result of two protests being filed.

The applicant is a family-controlled business by Herbert S. Shear, his wife, Barbara, and his father, Samuel Shear. The applicant is a certificated common carrier and also operates warehouses. The applicant is currently authorized to transport property from its facilities located in the city of Pittsburgh and in the borough of West Mifflin, Allegheny County, to points in Pennsylvania; and from the facilities of the applicant located in Lebanon County to other points in Pennsylvania. Also, it is authorized to transport property between points in the city of Pittsburgh and from points in said city to points in Allegheny County, and vice versa.

The applicant is also a contract carrier holding authority from this Commission at A-00101312, F. 3 by which it is authorized to transport alcohol and alcoholic beverages for the Pennsylvania Liquor Control Board, between points in Pennsylvania.

The corporate offices of the applicant are located at 1200 Lebanon Road, West Mifflin, Allegheny County. At this location is also a general commodities warehouse and distribution center. The applicant also has

warehouse facilities located in Blawnox, Allegheny County, and in Lebanon, Lebanon County. Available to provide transportation are approximately 26 tractors and 32 trailers which are stationed at West Mifflin and Blawnox.

Shipments are currently being transported from its warehouse and distribution facilities to points in Pennsylvania. Transported are a variety of commodities including alcohol and alcoholic beverages, glass containers, paper products, chemicals, metal products and foodstuffs. Shipments are transported from the various warehouse facilities to the customer using the warehouse facility. Approval of the instant application will permit the applicant to handle those non-exempt shipments that are moving in a distribution service to and from the various facilities.

James Polacheck, vice president of Distribution Resources, Inc. (Distribution Resources), P.O. Box 533, Youngwood, Allegheny County, states that Distribution Resources is engaged in the warehousing and distribution services in Westmoreland County. It has a facility located in Mt. Pleasant and a facility located in Youngwood, both in Westmoreland County. It also operates a facility in Youngstown, Ohio.

In addition to providing warehouse and distribution services, it is also engaged in assembling lamps for one of its prime customers, Action Industries, Inc. The lamps are shipped either to Action Industries' facilities or shipped to customers in Pennsylvania, and beyond.

Distribution Resources seeks to use the applicant to transport outbound shipments from Mt. Pleasant or Youngwood which would be destined to points throughout Pennsylvania, including Johnstown, Erie, Pittsburgh, Harrisburg, Philadelphia and Scranton as well as to the facilities of General Commodities Warehouse and Distribution Co., Inc. located in Lebanon, and in Allegheny County. Inbound shipments would originate at the facilities of General Commodities Warehouse & Distributing Co., Inc. as well as from suppliers located in Johnstown, Erie and from suppliers for Action Industries' located throughout the Commonwealth.

Distribution Resources requires the services of a dedicated carrier that will transport less-than-truckload shipments and who will provide multiple drop-off deliveries and multiple pickups for inbound merchandise.

Distribution Resources is affiliated with the applicant through common stock ownership by the Shear family. Although there is an affiliation between the shipper and the applicant, it is the shipper's intention to continue to use other motor carriers.

David H. Kerr, director of traffic services for Giant Eagle, Inc., sets forth that he is responsible for supervision of traffic and transportation matters for O. K. Grocery Company Division and for Tamco Distributors Company Division of Giant Eagle, Inc.

O.K. Grocery Company supplies approximately 7,000 items which are sold in Giant Eagle retail grocery chain stores which are located throughout western Pennsylvania. Tamco Distributors Company is engaged in distributing

a variety of dry goods including such items as health and beauty aids, housewares, appliances and numerous other items. Tamco Distributors Company is a supplier also for Giant Eagle Stores and is a wholesaler for other chain store establishments, including Phar Mor. O.K. Grocery currently has approximately 500,000 cases of merchandise in storage with the applicant in its Allegheny County warehouses. It is the intention of Tamco to expand its business to the facilities of Distribution Resources, Inc. in Westmoreland County. It is anticipated that the applicant will transport several truck-load shipments daily, consisting of traffic moving from vendors located in Pennsylvania to the applicant's facilities in Allegheny County and to the Westmoreland County facilities of Distribution Resources, Inc. for storage and/or for distribution without storage.

Vendors are located throughout Pennsylvania, including such points as Allentown, Peach Glen, Northeast; Chester, Hershey, Mechanicsburg and Meshoppen. The stores of Giant Eagle are located throughout western Pennsylvania as far east as Johnstown, as far north as Erie, as far west as New Castle and as far south as Uniontown.

Herbert S. Shear, president and director of General Commodities Warehouse & Distributing Co., Inc. (applicant-warehouse), sets forth that the applicant-warehouse is engaged in storage and distribution service in Allegheny County, and in Lebanon, Lebanon County. The applicant-warehouse has facilities located in West Mifflin, and Blawnox, Allegheny County. A new warehouse is to be constructed in Harmar Township, Allegheny County and will replace the facility currently located in West Mifflin.

The applicant-warehouse presently ships approximately 100,000 pounds of freight daily. Some of this traffic is exempt since it is being delivered from the warehouse directly to the warehouse customer for whom the storage is being performed. The applicant-warehouse supports the applicant for the additional authority so that the applicant can transport those shipments that do not fall within the "warehouseman's exemption".

Lynn A. King, director of transportation for Action Industries, Inc. (Action Industries), states that Action Industries is a specialized wholesaler marketing a variety of commodities, including housewares and giftwares. At its facilities in Cheswick, it has an office and warehouse as well as a plastic plant for the manufacture of plastic houseware and giftwares. It has a warehouse facility located in South Greensburg. In addition to its own warehouse, it also uses the warehouse facilities of Distribution Resources, Inc. located in Westmoreland County. Distribution Resources assembles lamps for Action Industries and either ships them to customers or stores them for Action Industries.

Action Industries requires a carrier capable of transporting approximately 20 shipments per month from the Westmoreland County facilities of Distribution Resources to points in Pennsylvania. Action Industries also requires transportation of inbound shipments to the facilities of Distribution Resources from suppliers or from its own Cheswick and South Greensburg facilities.

Shipments moving from the facilities of Distribution Resources would be destined to retail chain stores located in major cities in Pennsylvania, including Philadelphia, Pittsburgh, Harrisburg, Erie, Scranton, Wilkes-Barre, Reading and Lancaster. Action Industries is familiar with the relationship between the applicant and Distribution Resources. Additional carrier service is required from Distribution Resources' facilities to all points in Pennsylvania.

The applicant in the instant proceeding is a currently certificated common carrier authorized to transport property from its facilities located in the city of Pittsburgh and its facilities located in West Mifflin Borough, Allegheny County, to points in Pennsylvania. The first right sought herein will permit the applicant to serve the warehouse facility located in Blawnox, Allegheny County; and the new warehouse to be constructed in Harmar Township, Allegheny County. The record indicates that the primary need involves the ability of the applicant to provide inbound (vice versa) service to its various warehouse facilities. The current authority of the applicant does not permit any inbound service to any of its warehouse facilities in Allegheny County.

The statements of support submitted by Action Industries, Inc., O.K. Grocery Company and Tamco Distributors Company indicate that it is their intention to tender the applicant shipments moving from vendors to the Allegheny County facilities for storage or for distribution without storage. Those shipments moving into the applicant's facilities for distribution and not for storage would require the appropriate authority, since the transportation would not fall within the "warehouseman's exemption." We are of the opinion that the supporting shippers' statements demonstrate a public need for the service proposed by the first right.

Transportation from the facilities of Distribution Resources, Inc. which the applicant is proposing to render pursuant to the second right, is a totally new service. We are of the opinion that the supporting statements entered by Distribution Resources, O.K. Grocery Company, Tamco Distributors Company and Action Industries, Inc. more than adequately demonstrate that there exists a public need for transportation to and from the facilities of Distribution Resources, Inc. located in Westmoreland County.

The first right, as captioned in the Pennsylvania Bulletin, was incorrectly stated. The applicant requested the right to transport property from the facilities of General Commodities Warehouse & Distributing Company, Inc. located in Allegheny County to points in Allegheny County and to other points in Pennsylvania, and vice versa. The words "from said county" was not included in the applicant's authority request, but was included in the caption. These words have been eliminated from the authority hereinafter granted. Also, we have eliminated from the first right the words "to points in the county of Allegheny" and from the second right the words "to points in the county of Westmoreland". The modification of the wording in both rights will still permit the applicant to render service from the facilities of the applicant-warehouse to points in Allegheny County, and to points in Pennsylvania, and vice versa; and from the facilities of Distribution

Resources, Inc. in Westmoreland County to other points in Westmoreland County, and to points in Pennsylvania, and vice versa:

The authority issued to the applicant at A-00101312, F. 2 and at A-00101312, F. 2, Am-A, is totally encompassed by the first paragraph of authority being sought herein. We will amend the applicant's current rights so that they will stand as sought by the instant application.

We find:

1. That the applicant is fit, willing and able to render the transportation proposed by the amended application.
2. That the applicant had demonstrated that a public need exists for the transportation proposed by the amended application.
3. That approval of the amended application is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application, as amended and modified, be and is hereby approved, and that the certificate issued to the applicant on September 18, 1979, as amended, be further amended so that the right contained in the order adopted July 26, 1979 and entered August 1, 1979, and the right contained in the order adopted May 8, 1981 and entered May 22, 1981, shall now read as follows:

To transport, as a Class D carrier, property from the facilities of General Commodities Warehouse & Distributing Company, Inc., located in the county of Allegheny, to points in Pennsylvania, and vice versa;

To transport, as a Class D carrier, property, from the facilities of Distribution Resources, Inc., located in the county of Westmoreland, to points in Pennsylvania, and vice versa;

with the above rights subject to the following conditions:

That no right, power or privilege is granted to transport commodities in bulk.

That no right, power or privilege is granted to transport household goods in use.

That no right, power or privilege is granted to transport commodities which, because of size or weight, require special equipment.

That no right, power or privilege is granted to provide transportation to and from the facilities of Fisher Scientific Company

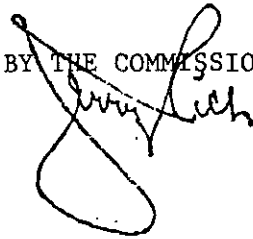
located in the borough of Blawnox and the township of O'Hara, Allegheny County.

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 Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

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

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.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", is written over the text "BY THE COMMISSION,". The signature is stylized and somewhat cursive.

Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: April 13, 1989

ORDER ENTERED: APR 19 1989

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held December 14, 1989

Commissioners Present:

Bill Shane, Chairman  
William H. Smith, Vice-Chairman  
Joseph Rhodes, Jr.  
Frank Fischl

Application of General Commodities Warehouse & Distributing Company, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport by motor vehicle, property from the facilities of General Commodities Warehouse & Distributing Company, Inc., in the city of Pittsburgh, Allegheny County, to points in Pennsylvania; subject to the following conditions: That no right, power or privilege is granted to transport household goods in use; and That no right, power or privilege is granted to transport commodities in bulk and commodities which, because of size or weight, require the use of special equipment: SO AS TO PERMIT the transportation of property, from the facilities of Distribution Resources, Inc., located in the county of Butler, to points in the county of Butler and to other points in Pennsylvania, and vice versa; provided that no right, power or privilege is granted to transport commodities in bulk, household goods in use, and commodities which, because of size or weight, require the use of special equipment.

A-00101312  
F. 2  
Am-F

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Pillar and Mulroy, by John A. Pillar for the applicant.

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O R D E R

BY THE COMMISSION:

This matter comes before the Commission by an application filed on April 3, 1989, and published in the Pennsylvania Bulletin of April 29, 1989. There are no protests and the record is certified to the Commission for its decision without oral hearing. A verified statement was submitted by the applicant and two supporting parties.

Herbert S. Shear is president and a director of General Commodities Warehouse & Distributing Company, Inc. (or applicant) and has submitted a verified statement on its behalf. He sets forth, inter alia, that the applicant has its principal office located at 1200 Lebanon Road, West Mifflin, Allegheny County, and that it has no affiliation with any other carrier holding authority from this Commission.

The applicant currently holds both common carrier and contract carrier authority in Pennsylvania. Under the common carrier authority, it provides service from its warehouse facilities in Pittsburgh and West Mifflin, Allegheny County, and from its facilities in Lebanon, Lebanon County, to points in Pennsylvania. The contract carrier authority is held at F. 3 and authorizes the transportation of alcohol and alcoholic beverages for the Pennsylvania Liquor Control Board. It also holds authority from the I.C.C. to transport general commodities between various areas of the United States.

The applicant operates a motor carrier business and a general commodities warehouse and distribution center from facilities in West Mifflin, Allegheny County. Additional facilities are maintained in Blawnox, Allegheny County and Lebanon, Lebanon County. Eventually, it intends to relocate its general offices to Cranberry Township, Butler County, where a new warehouse has been established by Distribution Resources, Inc., a supporting shipper and the point of origin in this application.

The applicant operates with approximately 26 tractors and 32 trailers. The tractors are company-owned and the trailers are leased from various fleet agencies. The trailers are primarily van units, although on occasion, flatbeds are leased when necessary. A very comprehensive safety program is administered.

An unaudited balance sheet shows that as of December 31, 1988, the applicant had current assets of \$2,328,107, total assets of \$3,261,755, with current liabilities of \$882,892 and total liabilities of \$1,227,635, leaving shareholders' equity of \$2,034,120. An unaudited statement of income for 1988 discloses that from revenues of \$8,586,942, the applicant generated a net operating income of \$446,707.

Robert F. Rohde is general traffic manager for Chesebrough-Pond's, Inc., which, as pertinent herein, maintains a distribution facility in Cranberry Township, Butler County. The company is a manufacturer and distributor of health and beauty aids such as Q-Tips, Vaseline, hair care

products, nail care products, makeup products, etc. It recently entered into an agreement with Distribution Resources, Inc., to utilize its distribution facilities in Cranberry Township for storage and distribution of the health and beauty aids products. This facility will distribute the products throughout Pennsylvania as well as to other states. The handling and shipping is done by employees of Distribution Resources. Chesebrough personnel are stationed at the facility to oversee the operation.

Shipments from the storage facility are made primarily to drugstores and grocery houses. Chesebrough selects the carrier and pays the freight charges on all outbound shipments moving to points in Pennsylvania. On the inbound shipments from Pennsylvania points, Chesebrough will select the carrier. There is approximately nine to ten million pounds shipped outbound to Pennsylvania points annually. It receives inbound shipments from Pennsylvania points, including returns from customers, as well as shipments of merchandise that are stored in other facilities or that are products co-packaged with other distributors.

Chesebrough desires to use the applicant's services because of its close working relationship with Distribution Resources. The company has generally relied upon multiple common carriers in order to obtain reliable service at a distribution point. It now requires the services of a carrier that can provide daily service, and which will spot trailers for loading at Chesebrough's convenience. It feels that the applicant will better coordinate its service because of its close relationship with Distribution Resources, and because of its experience in handling the products in interstate commerce.

James Polacheck is vice president of Distribution Resources, Inc. (or shipper) and sets forth in a verified statement that in June, 1989, it opened a warehousing and distribution facility in Cranberry Township, Butler County, consisting of 80,000 square feet of warehouse space and nine shipping and receiving doors. It employs 14 persons at this location.

The principal customer at the facility at this time is Chesebrough-Pond's. It warehouses Chesebrough's products and then distributes them to retail outlets. It supports this application because the applicant serves all of the other facilities of Distribution Resources and transports stored products for various customers of Distribution Resources. The applicant has equipment stationed at the Cranberry warehouse and will relocate its general office to Cranberry Township.

Distribution Resources requires the service of a dedicated carrier that can meet its specific scheduling requirements. The applicant is currently providing good service from Distribution Resources' warehouses at other locations and desires the same degree of service and attention at the Butler County facility.

#### DISCUSSION AND FINDINGS

General Commodities Warehouse & Distributing Company, Inc. is in the public warehousing business and also holds a common carrier certificate

and a contract carrier permit from this Commission. The dual motor carrier operations evolved as the result of the service the applicant provides for the Pennsylvania Liquor Control Board under which it is mandated that the service must be provided by contract carriers.

By the application now before us, the applicant seeks to amend its common carrier certificate so that it will have the right to transport property from the facilities of Distribution Resources, Inc., in the county of Butler, to points in the county of Butler and to other points in Pennsylvania, and vice versa. There are certain attendant conditions which are further described hereinafter.

The applicant currently holds a right at A-00101312, F. 2, Am-E which authorizes it to transport property from other facilities of Distribution Resources in Westmoreland County to points in Pennsylvania, and vice versa. As a result, the applicant is thoroughly familiar with the operation and transportation needs of Distribution Resources, and it would now apply that experience in providing service from a new facility recently opened by Distribution Resources in Butler County.

There is more than a passing relationship between General Commodities Warehouse & Distributing Company, Inc., and Distribution Resources, Inc. Both entities are under the common stock ownership of Herbert S. Shear, his wife Barbara, and his father, Samuel Shear. Although the warehouse will find it convenient to utilize the applicant's equipment, the warehouse witness avers that it will become necessary to use the equipment and services of other certificated carriers and it fully intends to do so.

Distribution Resources' principal warehouse customer at this point is Chesebrough-Pond's, a producer of a variety of health and beauty aids products. Chesebrough has exhibited a strong desire for the service of the applicant in transporting its products from the warehouse to its customers, and bringing shipments back to the warehouse from its vendors and customers in Pennsylvania. The respect for the applicant's service comes directly from the good service it has been providing in interstate commerce.

In addition to the support of the prime account of the warehouse, the warehouse itself has offered its support. It is readily apparent that the Butler County warehouse, at this stage, caters almost exclusively to the Chesebrough account. The warehouse's role is to handle and store the products, to assist in the loading and unloading of trucks, as well as inventory control. It also maintains a computerized shipping program designed to assist Chesebrough in delivery of its products, not only within Pennsylvania, but also to points in other states.

In applications involving a motor carrier's desire to provide service to and from public warehouses, we look upon the support of the warehouse customers to be more appropriate and meaningful than the support from the warehouse itself. In the immediate instance, the warehouse operation of Distribution Resources in Butler County is fairly new and has as its only customer at this time, Chesebrough-Pond's. A review of the applicant's previous applications to serve warehouses, including those of Distribution

Resources, discloses that each one was supported by a good number of the warehouse customers. There is no reason to doubt that the same treatment would have been given here, if the warehouse had more customers at this time.

We see no good purpose in restricting the proposed service by limiting the applicant to handling only the products of Chesebrough-Pond's, thereby placing the applicant in the position of having to file additional applications as the warehouse obtains new customers. We believe Chesebrough-Pond's is a typical customer of the warehouse industry and its transportation needs to and from warehouses would be consistent with the needs of future customers of Distribution Resources.

We find:

1. That the applicant has shown that a public need for the proposed service does exist.
2. That the applicant is fit, ready, willing and able to render the proposed service.
3. That approval of the application is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved and that the certificate issued to the applicant on September 18, 1979, as amended, be further amended to include the following right:

To transport, as a Class D carrier, property, from the facilities of Distribution Resources, Inc., located in the county of Butler, to points in the county of Butler and to other points in Pennsylvania, and vice versa;

subject to the following conditions:

- (1) That no right, power or privilege is granted to transport commodities in bulk.
- (2) That no right, power or privilege is granted to transport household goods in use.
- (3) That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event the applicant has not, on or before sixty (60) days of 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 the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the applicant, shall not be construed as conferring more than one operating right.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", written over a large, stylized loop.

Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: December 14, 1989

ORDER ENTERED: DEC 21 1989

NA21 756910

UTILITY TYPE TK STATUS A CLASS 1 DIVISION ASSESS.CODE

TRANS SUB-TYPE CF TK CHANGE SUB-TYPE

COMPANY NAME GNRL COMMDITIES WRHS & DIST, INC

T/A OR ADDRESS

STREET ADDRESS 499 NIXON ROAD

CITY CHESWICK STATE PA ZIP CODE 15024

APPLICATION NO A-00101312 APPL. CODE - DATE A 091879

COUNTIES 02

CHANGE COUNTY

T

COMMODITIES WRHS & DIS

CASE NUMBER	COMPLAINANT	DATE FILED	STATUS	BUR
A-00101312		11/12/87	I	SEC
A-00101312C8601	PUC	05/30/86	I	SCT
A-00101312F0002		11/12/87	I	SEC
A-00101312F0002AMA		11/28/80	P	SEC
A-00101312F0002AMB		08/17/81	P	SEC
A-00101312F0002AMC		12/13/82	P	SEC
A-00101312F0002AMD		04/07/86	I	LAW
A-00101312F0002AME		07/15/88	I	SEC
A-00101312F0002AMF		04/03/89	I	SEC
A-00101312F0003		10/13/87	I	SEC

12/02/93 JOAN E. GORENC

CU27 756910

PRINT-

AR21            A-00101312            AR 92                    UTILITY TYPE:    TK    STATUS:    A  
 COMPANY NAME:    GNRL COMMDITIES WRHS & DIST, INC  
 TRADE NAME:  
 REVENUES INTRASTATE:  
 SCHEDULED    0000000000    GROUP + PARTY    0000000000    CALL OR DEMAND    0000000000  
 LIMOUSINE    0000000000    AIRPORT            0000000000    PARA-TRANSIT    0000000000  
 FREIGHT      0000739340    OTHER              0009988086    TOTAL-INTRA      0010727426  
 TOTAL INTERSTATE    0000114086    TOTAL OPERATING REVENUE    0010841512  
 EXPENSES:  
 DEPRECIATION    0000468435    OPERATING TAXES    0000682424    RENTS    0001800332  
 EQUIPMENT MAINTENANCE    0001189976    TRANSPORTATION    0001173376  
 PURCHASE TRANS    0000000000    CONTRA    0000000000  
 TERMINAL      0002204379    TRAFFIC    0000121722    INSURANCE    0000580393  
 ADMINISTRATIVE    0002445778    TOTAL OPERATING EXPENSES    0010666815  
 OPERATING RATIO BEFORE TAXES    0.98    O/R AFTER GAIN (LOSS) FROM ASSET    0.00  
 POSTED BY:    JAS    DATE FILED:    03    31    93                    DISP.

IN21

A-0010131

INSURANCE COMPANY CARGO  
POLICY NUMBER CARGO  
EFFECTIVE DATE CARGO  
ACTIVITY CODE

ZURICH INSURANCE COMPANY  
CPO 1481275 00  
10 01 88 SUSPEND DATE  
STATUS N 01

INSURANCE COMPANY LIABILITY  
POLICY NUMBER LIABILITY  
EFFECTIVE DATE LIABILITY  
ACTIVITY CODE

AMERICAN GUARANTEE & LIABILITY INS  
BAP 1481276 01  
10 01 89 SUSPEND DATE  
STATUS N 01

INSURANCE COMPANY BOND  
POLICY NUMBER BOND  
EFFECTIVE DATE BOND  
ACTIVITY CODE

SUSPEND DATE  
STATUS

REMARKS:

ACTION DATE

STATUS CODES:

N = Current Insurance in Force  
I = Indefinite Suspension

S = Authority Suspended  
C = Authority Cancelled

AS20

93

PUR 756910

UT CODE: 756910

NAME: GNRL COMMDITIES WRHS & DIST, INC

UT TYPE: TK

T/A:

499 NIXON ROAD  
CHESWICK PA 15024

A-00101312

BILLING REGISTER

BALANCE

PAYMENTS

REVENUE

	AMOUNT	TYPE	DATE	AMOUNT	TYPE	DATE
1	\$734.00		07/26/93	\$739,340	R	04/06/93
2	\$4,690.00		08/23/93			
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

CURRENT: \$4,690.00 08/13/93 PRIOR: \$734.00

ADD1: ADD2:

STATUS: A REMARKS:

December 31, 1993

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

In re: Application of - A-00111142 - General Commodities Warehouse & Distributing Company, L.P.

Dear Sirs:

Acknowledgement is made of an application filed by you on behalf of General Commodities Warehouse & Distributing Company, L.P.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before January 24, 1994. If protests are filed, you will be advised as to further procedure.

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

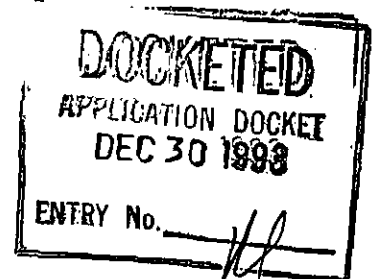
You are further advised that the above application will be published in the Pennsylvania Bulletin of January 1, 1994.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:de

cc: Applicant  
499 Nixon Road  
Cheswick, PA 15024



A-00111142 GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, L.P., a limited partnership of the Commonwealth of Pennsylvania (499 Nixon Road, Cheswick, Allegheny County, PA 15024) - (1) property, excluding household goods in use, between points in the city of Pittsburgh, Allegheny County; (2) property, excluding household goods in use, from points in the city of Pittsburgh, Allegheny County, to points in the county, and vice versa; (3) property in pickup and delivery service moving under railroad bills of lading from railroad sidings and/or freight terminals in the borough of McKees Rocks, Allegheny County, to points in the said borough and within five (5) miles of the limits of the said borough, and vice versa; (4) property from bona fide storage in the warehouse facilities of General Commodities Warehouse & Distributing Company, Inc., in the county of Lebanon, to points in Pennsylvania; subject to the following conditions: That no right, power or privilege is granted to transport household goods and commodities in bulk; That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment; (5) property from the facilities of General Commodities Warehouse & Distributing Company, Inc., located in the county of Allegheny, to points in Pennsylvania, and vice versa; (6) property, from the facilities of Distribution Resources, Inc., located in the county of Westmoreland, to points in Pennsylvania, and vice versa; with the above rights subject to the following conditions: That no right, power or privilege is granted to transport commodities in bulk; That no right, power or privilege is granted to transport household goods in use; That no right, power or privilege is granted to transport commodities which, because of size or weight, require special equipment; That no right, power or privilege is granted to provide transportation to and from the facilities of Fisher Scientific Company located in the borough of Blawnox and the township of O'Hara, Allegheny County; and (7) property, from the facilities of Distribution Resource, Inc., located in the county of Butler, to points in the county of Butler and to other points in Pennsylvania, and vice versa; subject to the following conditions: (a) That no right, power or privilege is granted to transport commodities in bulk; (b) That no right, power or privilege is granted to transport household goods in use; (c) That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment; which is to be a transfer of the rights authorized under the certificate issued at A-00101312,<sup>F. 2</sup> to General Commodities & Distributing Company, a corporation of the Commonwealth of Pennsylvania, 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 JAN 1 1994

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
December 1993

A-00111142

Application of General Commodities Warehouse & Distributing Company, L.P., a limited partnership of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle (1) property, excluding household goods in use, between points in the city of Pittsburgh, Allegheny County; (2) property, excluding household goods in use, from points in the city of Pittsburgh, Allegheny County, to points in the county, and vice versa; (3) property in pickup and delivery service moving under railroad bills of lading from railroad sidings and/or freight terminals in the borough of McKees Rocks, Allegheny County, to points in the said borough and within five (5) miles of the limits of the said borough, and vice versa; (4) property from bona fide storage in the warehouse facilities of General Commodities Warehouse & Distributing Company, Inc., in the county of Lebanon, to points in Pennsylvania; subject to the following conditions: That no right, power or privilege is granted to transport household goods and commodities in bulk; That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment; (5) property from the facilities of General Commodities Warehouse & Distributing Company, Inc., located in the county of Allegheny, to points in Pennsylvania, and vice versa; (6) property, from the facilities of Distribution Resources, Inc., located in the county of Westmoreland, to points in Pennsylvania, and vice versa; with the above rights subject to the following conditions: That no right, power or privilege is granted to transport commodities in bulk; That no right, power or privilege is granted to transport household goods in use; That no right, power or privilege is granted to transport commodities which, because of size or weight, require special equipment; That no right, power or privilege is granted to provide transportation to and from the facilities of Fisher Scientific Company located in the borough of Blawnox and the township of O'Hara, Allegheny County; and (7) property, from the facilities of Distribution Resource, Inc., located in the county of Butler, to points in the county of Butler and to other points in Pennsylvania, and vice versa; subject to the following conditions: (a) That no right, power or privilege is granted to transport commodities in bulk; (b) That no right, power or privilege is granted to transport household goods in use; (c) That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment; which is to be a transfer of the rights authorized under the certificate issued at A-00101312, F. 2 to General Commodities & Distributing Company, a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

JG:rs/em  
12/16/93

Application received: 11/18/93  
Application docketed: 12/3/93

JAN 24 1994

NA Protests due

**DOCUMENT  
FOLDER**

**DOCKETED**  
APPLICATION DOCKET  
DEC 30 1993  
ENTRY No. *[Signature]*