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JOHN G. MCCORMICK
JAMES E. MILLER*
MICHAEL S. SHERMAN*

* ALSO MEMBER NJ BAR

DIRECT DIAL:(215) 246-3158

LAW OFFICES

PELINO & LENTZ

A PROFESSIONAL CORPORATION

ONE LIBERTY PLACE

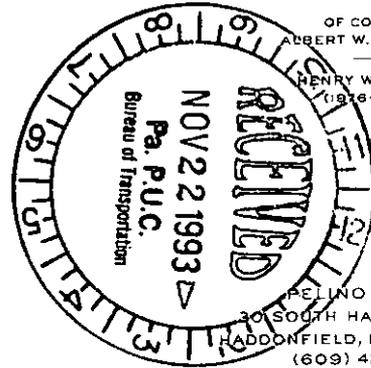
THIRTY-SECOND FLOOR

PHILADELPHIA, PA 19103-7393

(215) 665-1540

FAX (215) 665-1536

November 17, 1993



OF COUNSEL
ALBERT W. SCHIFFRIN
HENRY W. MAXMIN
(1976-1990)

PELINO & LENTZ
30 SOUTH HADDON AVENUE
HADDONFIELD, NJ 08033-9975
(609) 428-9484

T. N. J. MANAGING ATTORNEY



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

SECRETARY'S OFFICE
Public Utility Commission

A-111144

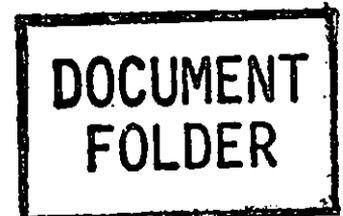
RE: Dispatch Trucklines, Inc./Direct Transit, Inc.

Dear Secretary Alford:

Enclosed are the original and two copies of a transfer application whereby Dispatch Trucklines, Inc. seeks to purchase the Pennsylvania Public Utility Commission operating rights of Direct Transit, Inc. at Docket No. A-108694 and Folders and Amendments thereunder. Also enclosed is a check in the amount of \$350 as the filing fee.

The Interstate Commerce Commission conditionally exempted this transaction at Docket No. MC-F-20404. Copies of the ICC's Decision is supplied herewith for your Commission's records.

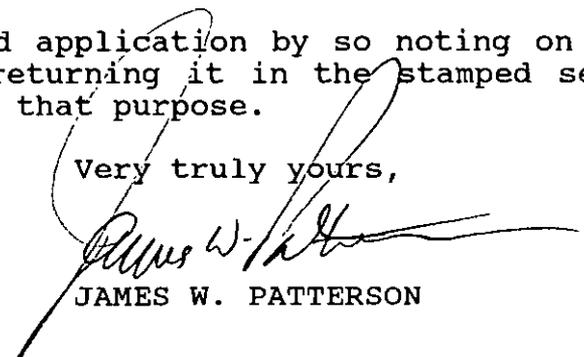
This application is filed as a courtesy to the Commission in order to permit the Commission to amend its records to reflect the transaction. Please note that the Interstate Commerce Commission's Decisions are plenary in their nature and effect, pursuant to 49 U.S.C. §§11343, 11349, and 11341. Accordingly, this application should be published in the "No Hearing" portion of the Pennsylvania Bulletin, if the Commission's procedures require public notice in the Pennsylvania Bulletin.



John G. Alford, Secretary
November 16, 1993
Page 2

Please receipt for the enclosed application by so noting on the duplicate of this letter and returning it in the stamped self-addressed envelope provided for that purpose.

Very truly yours,



JAMES W. PATTERSON

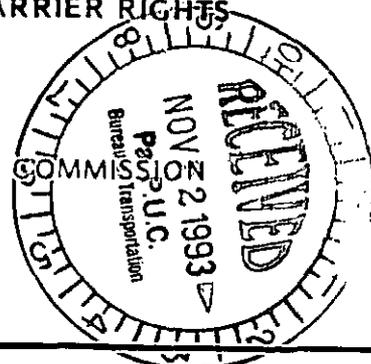
JP/mm
enclosures

cc: Charles G. Peterson, President
Sandra Peterson, President
James A. Tiefenbach,
Senior Vice President - Finance

ORIGINAL

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION



Application of Dispatch Trucklines, Inc.
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right
as a common carrier, described at Docket
(common-contract)
700059
No. A-108694 Folder No. All issued to
Direct Transit, Inc.

PUC USE ONLY
Docket No. A-111144
Folder No. _____

for transportation of property
(persons-property)



SECRETARY'S OFFICE
Public Utility Commission

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Dispatch Trucklines, Inc.
(Full and correct name of applicant/transferee)

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

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

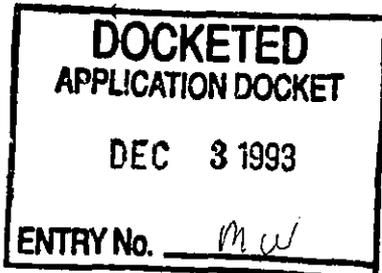
Commonwealth on _____ (attach copy of stamped registration form.)
(date)

3. 2515 E. Solway
(Business Street Address) _____ (P.O. Box, if any)

Sioux City, Woodbury Iowa 51104 (712) 277-8308
(City) (County) (State) (Zip) (Telephone)



BEGINNING



4. Applicant's attorney (for this application) is:

James W. Patterson, Esq. One Liberty Place, 32nd Floor (215) 665-1540
(Name) (Address) (Telephone)
Philadelphia, PA 19103

5. Any documents should be mailed to:

Transferee: James W. Patterson, Esq. One Liberty Place, 32nd Floor
(Name) (Address)
Philadelphia, PA 19103

Transferor: James W. Patterson, Esq. One Liberty Place, 32nd Floor
(Name) (Address)
Philadelphia, PA 19103

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).

(Name) (Address)

Corporation. Organized under the laws of the State of Delaware
and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on December 30, 1993 (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.

Applicant, its stockholders or partners or 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.

Applicant is affiliated with Transferor through common stock ownership,

directors and officers.

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 corporate restructuring

12a. The following must be attached:

- Sales Agreement. See, Exhibit 1.
- List of equipment to be used to render service. (summarize by type) See, Exhibit 2.
- Operating authority to be transferred/retained. See, Exhibit 3.
- Statement of Financial Condition. See, Exhibit 4.
- Statement of unpaid business debts of transferor and how they will be satisfied. See, Exhibit 5.
- Statement of safety program. See, Exhibit 6.
- Statement of transferee's experience. See, Exhibit 7.

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign (out-of-state) Corporation only) See, Exhibit 8.
- Statement of corporate charter purpose. (corporations only) See, Exhibit 9.
- List of corporate officers and stockholders. (corporations only) See, Exhibit 10.
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

3. 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.
4. 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.

(Corporate Seal)

TRANSFeree:

DISPATCH TRUCKLINES, INC.

By:

Sandra K. Peterson
SANDRA K. PETERSON, PRESIDENT

Date:

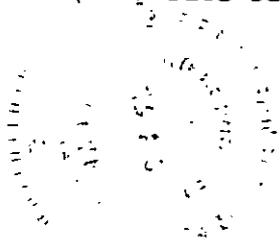
10-15-93

VERIFICATION OF TRANSFeree/APPLICANT

I, Sandra K. Peterson, verify that I am the President of Dispatch Trucklines, Inc., and am authorized to make this Verification for it; that I have reviewed the foregoing document and that the facts set forth therein are true and correct to the best of my personal knowledge, information and belief and that this Verification is made subject to the penalties of 18 Pa. C.S. §4904.

Sandra K. Peterson
SANDRA K. PETERSON

(Corporate Seal)



TRANSFEROR:
DIRECT TRANSIT, INC.

By: 
CHARLES G. PETERSON, PRESIDENT

Date: 10-15-93

VERIFICATION OF TRANSFEROR/SELLER

I, Charles G. Peterson, verify that I am the
President of Direct Transit, Inc., and am authorized
to make this Verification for it; that I have reviewed the foregoing document
and that the facts set forth therein are true and correct to the best of my
personal knowledge, information and belief and that this Verification is made
subject to the penalties of 18 Pa. C.S. §4904.

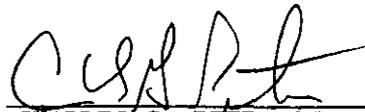

CHARLES G. PETERSON

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AGREEMENT OF SALE

THIS AGREEMENT is made this 29th day of July, 1993 by and between DIRECT TRANSIT, INC. ("SELLER"), an Iowa corporation, and DISPATCH TRUCKLINES, INC. ("PURCHASER"), a Delaware corporation.

BACKGROUND

SELLER maintains its principal place of business at 1000 Sycamore Street, Harrisburg, Pennsylvania. SELLER operates as a motor carrier of property and holds operating rights issued by the United States Interstate Commerce Commission ("ICC") at Docket No. MC-176440 and by the Pennsylvania Public Utility Commission ("Pa PUC") at Docket No. A-108694 and Folders and Amendments thereunder. PURCHASER is a business corporation formed for the purpose of engaging in the motor carrier business.

SELLER desires to sell and PURCHASER desires to purchase a portion of SELLER's ICC and all of SELLER's Pa PUC operating rights, as more specifically described in Exhibit 1 attached hereto ("Operating Rights"), upon the terms and conditions set forth hereinafter. In consideration of their mutual promises and undertakings herein set forth, SELLER and PURCHASER, intending to be legally bound hereby, agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Transaction" shall mean the undertaking contemplated by the parties hereto for the purchase and sale of the Operating Rights including such ancillary agreements as referred to herein.

1.2 "Order" shall mean a written order, decision, ruling or other similar document issued by a court or Regulatory Agency regardless of the title of the writing.

1.3 "Final Order" shall mean an Order which by its terms is final and which has been in effect for a period of thirty (30) days and with respect to which i/ no petitions for reconsideration or similar relief are pending and ii/ no appeals or suits for judicial review, for injunction, or for other judicial or administrative relief are pending and the time for filing such appeal, suit, injunction or relief shall have expired.

1.4 The "Effective Date" of an Order shall mean i/ the service date of an ICC Order, ii/ the date a Pa PUC Order is entered, or iii/ the date an Order of any court or other Regulatory Agency becomes effective according to the rules and regulations governing it. The "Effective Date" of a Final Order shall be the first day on which all of the conditions defined in Section 1.3 are satisfied.

1.5 "Closing" shall mean the event at which the sale and purchase of the Operating Rights is consummated.

1.6 "Regulatory Agency" shall mean the ICC, the United States Department of Transportation, the Pa PUC and other governmental agencies regulating transportation or safety or having jurisdiction over the Transaction or any part thereof.

1.7 "Application" shall mean a document filed with a court or Regulatory Agency seeking affirmative relief, such as approval or exemption of a transaction, whether called an "application", "petition", "notice", "pleading" or by any other title.

1.8 "Approval" or "Regulatory Approval" shall mean an Order issued by the ICC or other Regulatory Agency with respect to the transaction or elements thereof either i/ approving, ii/ exempting from the requirements of obtaining approval, or iii/ determining that the Regulatory Agency has no jurisdiction over, the Transaction or any part thereof.

2. PROPERTY TO BE SOLD AND PURCHASED

2.1 SELLER agrees to sell to PURCHASER and DISPATCH agrees to buy from SELLER, the Operating Rights, free and clear of all liens, encumbrances, security interests and other charges and claims.

2.2 PURCHASER has not agreed to purchase any other assets from SELLER and PURCHASER does not in any way assume any debt, contract, lease or obligation of SELLER, and nothing in this Agreement shall be construed otherwise.

3. PURCHASE PRICE AND PAYMENT

3.1 In consideration for the Operating Rights, PURCHASER shall pay to SELLER the sum of Ten Thousand Dollars (\$10,000.00) ("Purchase Price") to be paid in cash or certified funds less any amounts paid prior to Closing to be credited against the Purchase Price, to be paid in cash or certified funds at Closing.

4. JURISDICTION OF REGULATORY BODIES; APPLICATIONS; TEMPORARY OPERATIONS

4.1 SELLER and PURCHASER understand and agree that the Transaction is subject to the jurisdiction of the ICC, and requires certain administrative action by the Pa PUC.

4.2 PURCHASER shall promptly cause Application(s) to be prepared and filed with the ICC and the Pa PUC and diligently prosecuted in order to (i) secure the ICC's Approval of the Transaction pursuant to Subchapter 113 of the Interstate Commerce Act (49 USC §§11301 et seq.) and (ii) apprise the Pa PUC of the Transaction and for such other record purposes as the Pa PUC and the parties deem necessary. PURCHASER shall pay all filing fees in connection with such Application(s).

4.3 The parties further agree to furnish such documents, information and data and to sign all pleadings and papers necessary or advisable to secure such approval and to cause such competent witnesses as may be required to attend and, if called, to testify at any proceeding scheduled by the ICC or Pa PUC.

4.4 Each party shall be responsible for payment of all fees and expenses owed to their legal counsel, accountants and other witnesses arising from compliance with their respective duties and responsibilities hereunder.

4.5 Temporary Operation. If PURCHASER seeks and the ICC or Pa PUC approves PURCHASER'S temporary operation of the Operating Rights:

4.5.1 Commencement of Lease. As of the Effective Date of the Order approving Temporary Authority ("Temporary Operations Date"), PURCHASER shall lease the Operating Rights from SELLER.

4.5.2 Payment of Rental. PURCHASER shall pay within five (5) days of the Temporary Operations Date the sum of one percent (1%) of the Purchase Price as rental for the remainder of the calendar month in which the Temporary Operations Date falls.

Each month thereafter during the term of the lease, PURCHASER shall pay the same amount on or before the fifth (5) day of the month as rental for the month. PURCHASER shall not be entitled to any refund of the rental if the lease is terminated prior to the end of the month.

4.5.3 Credit for Rental Payments. All amounts paid as rental hereunder shall in all events be retained by SELLER. At Closing, all rentals paid shall be credited against the balance of the Purchase Price.

4.5.4 Termination. PURCHASER'S lease of the Operating Rights shall terminate upon the earliest to occur of i/ Closing, ii/ the Effective Date of a Final Order of the ICC denying approval of the Transaction, or iii/ termination of this Agreement pursuant its terms.

4.5.5 Entitlements/Obligations. During the term of the lease, PURCHASER shall have the sole right, consistent with law, to operate the Operating Rights, shall have the benefit of all revenue derived, and shall be liable for all expenses and damages arising from such operations.

4.5.6 Obedience to Law. PURCHASER shall comply with all applicable laws and the regulations of the ICC and Pa PUC and shall not do or fail to do any act which will jeopardize or impair the Operating Rights.

4.5.7 Indemnification. PURCHASER shall indemnify SELLER with respect to PURCHASER'S temporary operations, as set forth in Section 9 hereof.

5. CLOSING AND CLOSING DATE

5.1, Closing shall take place at the offices of Rubin Quinn Moss & Patterson, P.C., 1800 Penn Mutual Tower, 510 Walnut Street, Philadelphia, Pennsylvania, at a time and on a date mutually agreed by the parties, but no later than the fifteenth (15th) day following the day on which all of the Conditions to Closing set forth below have been satisfied. If the parties cannot agree on a time or date within the aforesaid period, Closing shall be held at 2:00 p.m. on the twentieth (20th) day, unless it is a Saturday, Sunday or legal holiday, in which event, Closing shall be held on the next business day.

6. EVENTS AT CLOSING

6.1 PURCHASER shall deliver to SELLER the balance of the Purchase Price as set forth in Section 3.

6.2 SELLER shall execute and deliver to PURCHASER a Bill of Sale which evidences the transfer of the Operating Rights free and clear from SELLER to PURCHASER.

7. CONDITIONS TO CLOSING

7.1 The following shall be conditions precedent to Closing, and neither party shall be required to proceed to Closing unless and until:

7.1.1 A Final Order shall have been issued by the ICC, pursuant to its plenary jurisdiction under Subchapter 113 of the Interstate Commerce Act, granting Approval of the Transaction.

7.1.2 A Final Order shall have been issued by the PaPUC approving the Transaction or PURCHASER'S counsel shall have issued a written opinion that such approval is unnecessary.

8. TERMINATION

8.1 Denial Of Application. If the ICC by Final Order declines to Approve the Transaction under its plenary jurisdiction, this Agreement shall automatically terminate as of the Effective Date of the Final Order.

8.2 Material Change. If the ICC or Pa PUC by Final Order grants approval but imposes conditions which materially vary or alter i/ the terms of this Agreement, ii/ the rights of either party, or iii/ the scope of the Operating Rights, the party whose rights are diminished or whose obligations are increased shall have the option to terminate this Agreement.

8.3 Denial of Temporary Authority. If the ICC denies the PURCHASER'S Application for Temporary Authority to operate pursuant to the Operating Rights or suspends or revokes any such Order granting Temporary Authority, PURCHASER shall have the option to terminate this Agreement.

8.4 Exercise of Option to Terminate. A party's option to terminate as set forth above shall be exercised only by written notice to the other party, specifying the cause of termination, given within ten (10) days following the Effective Date of the Order giving rise to the option. Failure to give such notice shall be a waiver of the party's right to terminate this Agreement on account of such cause.

8.5 Effect of Termination. If this Agreement is terminated in accordance with this Section 8, then:

8.5.1 Any temporary operations pursuant to the Temporary Authority shall cease.

8.5.2 SELLER shall take such action as necessary to terminate or withdraw the transfer proceedings and to rescind any Orders which would allow the authority to be transferred. PURCHASER shall cooperate in any such actions.

8.5.3 Following completion of the above conditions, neither party shall be further obligated to the other under this Agreement, except that the indemnifications set forth in Section 9 hereof shall survive termination.

9. INDEMNIFICATION

9.1 SELLER'S Indemnification. SELLER shall indemnify and hold harmless PURCHASER, its affiliates and their respective officers, directors, employees and agents from any and all claims, debts, liabilities, demands, judgments, actions or causes of action asserted against PURCHASER, arising from or relating to i/ any act or omission of the SELLER, ii/ SELLER's operations under the Operating Rights before the Temporary Operations Date or Closing (whichever first occurs), iii/ SELLER's operations under any other operating rights, or iv/ any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of SELLER under this Agreement, as well as all costs and expenses, including legal fees, incurred by PURCHASER incident to any of the foregoing. SELLER will reimburse PURCHASER, on demand, for any payment made or loss incurred by PURCHASER in respect of any liability or claim to which the foregoing indemnity relates.

9.2 PURCHASER'S Indemnification. PURCHASER shall indemnify and hold harmless SELLER, its affiliates and their respective officers, directors, employees, and agents, from any and all

claims, debts, liabilities, demands, judgments, actions or causes of action asserted against SELLER, arising from or relating to i/ PURCHASER'S operations pursuant to the Operating Rights from and after the Temporary Operations Date or Closing (whichever first occurs), ii/ PURCHASER'S operations under any other operating rights, or iii/ any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of PURCHASER under this Agreement, as well as all costs and expenses, including legal fees, incurred by SELLER incident to any of the foregoing. PURCHASER will reimburse SELLER, on demand, for any payment made or loss incurred by SELLER in respect of any liability or claim to which the foregoing indemnity relates.

9.3 Notwithstanding the foregoing, each party shall indemnify each other pursuant to this Section 9 for loss, damage or expense only if such loss, damage or expense exceeds One Thousand Dollars (\$1,000.00) in the aggregate.

9.4 The indemnification provisions of this Agreement shall not preclude either party from seeking any equitable remedy available to it under law.

10. NOTICES

10.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, or mailed, first class postage prepaid, certified mail, return receipt requested, or sent by overnight delivery service, as follows:

10.1.1 To SELLER:

Charles G. Peterson, President
Direct Transit, Inc.
P.O. Box 1858
Sioux City, IA 51102

10.1.2 To PURCHASER:

Sandra K. Peterson, President
Dispatch Trucklines, Inc.
2515 E. Solway
Sioux City, IA 51104

or to such other address as may be specified in writing by a party in accordance herewith, except that notices of change of address shall only be effective upon receipt.

11. MISCELLANEOUS

11.1 Survival of Representations. All representations, warranties and agreements made by the parties in this Agreement or pursuant hereto shall survive the Closing hereunder and any investigation at any time made by or on behalf of the parties.

11.2 Entire Agreement; Amendments; Parties in Interest. This Agreement and the other agreements referred to herein, set forth the entire understanding of the parties. This Agreement shall not be changed or terminated orally, and may be modified only by a writing signed by all of the parties hereto. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of the parties.

11.3 Governing Law. This Agreement is being delivered and is intended to be performed in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws thereof.

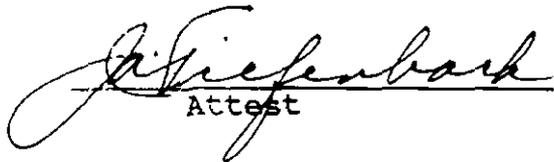
11.4 Headings. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

11.5 Separability. In the event that any provision of this Agreement is found to be void, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as though the void provision was deleted.

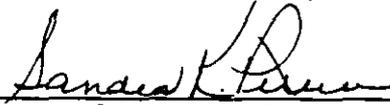
11.6 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

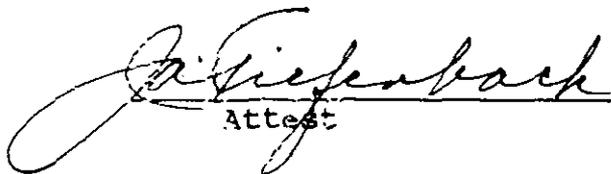
(CORPORATE SEAL)


Attest

DISPATCH TRUCKLINES, INC.

By: 
Sandra K. Peterson, President

(CORPORATE SEAL)


Attest

DIRECT TRANSIT, INC.

By: 
Charles G. Peterson, President

OPERATING RIGHTS

EXHIBIT 1

PM-31
(Rev. 11/92)

INTERSTATE COMMERCE COMMISSION

PERMIT*

No. MC 176440 Sub 8

DIRECT TRANSIT, INC.
NORTH SIOUX CITY, SD

SERVICE DATE

JAN 13 1993

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and for passenger carriers, tariffs or schedules (49 CFR 1312).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document. Service must be performed under a continuing agreement with one or more persons.

By the Commission.

SIDNEY L. STRICKLAND, JR.
Secretary

(SEAL)

NOTE: If there are discrepancies regarding this Permit, please notify the Commission within 30 days.

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting (1) food and related products (except commodities in bulk), between points in the United States, under continuing contract(s) with Pepperidge Farms, Inc., of Norwalk, CT; (2) general commodities (except classes A and B explosives, household goods, and commodities in bulk), between points in the United States, (a) under continuing contract(s) with commercial shippers or receivers of such commodities; and (b) under continuing contract(s) with The Proctor & Gamble Company, of Cincinnati, OH, and its subsidiaries.

*This authority cancels No. MC 176440 Sub 8, issued June 13, 1991, and is reissued to remove the term limitation.

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held June 22, 1989

Commissioners Present:

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

Application of Direct Transit, Inc., t/d/b/a
North East Express Division of Direct
Transit, Inc., for transfer of the rights
held by North East Express, Inc., at
A-00095486, P. 4, subject to the same
limitations and conditions.

A-00108694

James W. Patterson for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission upon an application filed March 30, 1989. Public notice of the application was given in the Pennsylvania Bulletin of April 22, 1989.

The applicant has filed an application with the Interstate Commerce Commission (hereinafter ICC) under 49 C.F.R. §11341(a) which encompasses the rights and carrier herein involved. When applications are filed under 49 C.F.R. §11341(a) the Federal Code specifically exempts the carriers involved from state intervention over the consolidation, merger and acquisition of the control transaction before the ICC.

The applicant is still, however, required to file a transfer application as required by 66 Pa. C.S. §1103 even though we are not able to raise questions to the ICC's action.

We find that approval of the application is necessary for the continued accommodation and convenience of the public; THEREFORE,

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

1. To transport, as a Class D carrier, property from the facilities of Certainseed Corporation, Insulation Group, in the township of Wright, Luzerne County, to points in Pennsylvania, with the right to return refused, rejected or damaged shipments to the point of origin.
2. To transport, as a Class D carrier, foodstuffs, not frozen and not in bulk, advertising materials, displays and display racks, dispensing equipment, premiums, office equipment and supplies, packing materials, machinery and foodstuff ingredients, from the facilities of Wise Foods, a Division of Borden, Inc., in the borough of Berwick, Columbia County, to points in the said borough and to other points in Pennsylvania, and vice versa;

with right No. 2 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 office equipment and supplies from points in the borough of Berwick, Columbia County, to points within an airline distance of twenty (20) statute miles of the limits of said borough and vice versa.

3. To transport, as a Class D carrier, wall covering, and equipment, supplies and materials used in the distribution, manufacture and installation of wall coverings, for L. E. Carpenter & Co., from points in the township of Hazle, Luzerne County, to points in Pennsylvania, and vice versa;

with right No. 3 subject to the following condition:

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

IT IS FURTHER ORDERED: That the approval granted herein and the issuance of the certificate is contingent upon the applicant submitting proof of Interstate Commerce Commission approval of its proceeding.

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

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

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

IT IS FURTHER ORDERED: That upon compliance with the requirements hereinbefore set forth, the rights granted the transferor, North East Express, Inc., at A-00095486, F. 4, be cancelled and the record be marked closed.

BY THE COMMISSION,

A handwritten signature in cursive script, appearing to read "Jerry Rich", is written over a large, stylized, looped signature line.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: June 22, 1989

ORDER ENTERED: JUN 23 1989

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held November 21, 1990

Commissioners Present:

William H. Smith, Chairman
Frank Fischl
David W. Rolka
Joseph Rhodes, Jr.

Application of Direct Transit, t/d/b/a
North East Express Division of Direct
Transit, Inc., for the transfer of all
of the operating rights of Atlantic
Contract Carriers Corp. under the
certificate issued at A-00108568, F. 1
& F. 2 subject to the same limitations
and conditions.

A-00108694
F. 1
Am-B

James W. Patterson for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed August 24, 1990. Public notice of the application was given in the Pennsylvania Bulletin of September 22, 1990. The unopposed application is certified to the Commission for its decision without oral hearing.

The applicant has filed an application with the Interstate Commerce Commission (ICC) under 49 C.F.R. §11341(a) which encompasses the rights and carrier here involved. When applications are approved by the ICC under 49 C.F.R. §11341(a), the Federal Code specifically exempts the carrier involved from state intervention over the consolidation, merger and acquisition of the control transaction before the ICC. The applicant has submitted proof of filing its application with the Interstate Commerce Commission.

The applicant is still, however, required to file a transfer application as required by 66 Pa. C.S. §1103 even though we are not able to raise questions to the Interstate Commerce Commission's action.

We find that approval of the transfer application is in the public interest; THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that a certificate be issued granting the following right(s):

1. To transport, as a Class D carrier, property for Fitchburg Coated Products, Inc., from its facilities in the borough of Moosic, Lackawanna County, to points in Pennsylvania, and vice versa.

subject to the following condition:

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

2. To transport, as a Class D carrier, property from points in the city of Scranton, Lackawanna County, and within an airline distance of fifty (50) statute miles of the limits thereof, to points in the counties of Washington, Allegheny, Beaver, Butler, Lawrence, Mercer, Venango, Crawford, Erie and Westmoreland, and vice versa: excluding the transportation of commodities in dump trucks or hopper-type vehicles; household goods, in use, materials which, because of its size and weight, requires the use of special equipment; and excluding the transportation of garments and materials, supplies and trimmings incidental to the manufacturer of said garments between manufacturers and processors and contractors.

subject to the following conditions:

- (a) That no right, power or privilege is granted to transport iron and steel and iron and steel articles, to or from the plantsites or other facilities of Wheeling-Pittsburgh Steel Corporation, in the city of Monessen, Westmoreland County, and the borough of Allenport, Washington County, and points within an airline distance of five (5) statute miles from the limits of said city and borough.
- (b) That no right, power or privilege is granted to transport from Petrolia, Butler County, Karns City, Butler County, Emlenton, Venango County, and vice versa.
- (c) That no right, power or privilege is granted to transport property, in bulk, in tank vehicles, from points within an airline distance of thirty-five (35) statute miles of the limits of the city of Pittsburgh, Allegheny County, to points in that portion of Monroe County on and south of U.S. 209, including East Stroudsburg and Stroudsburg;

points in Lehigh and Northampton Counties and that portion of Carbon County on and south of U.S. 209, including Jim Thorpe and Leighton, and east of the Northeast Extension of the Pennsylvania Turnpike and vice versa; except that transportation may be performed for Binney & Smith to or from its facilities in Northampton County.

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 Code 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 upon compliance with the requirements above set forth, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

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

IT IS FURTHER ORDERED: That upon receipt of a final order from the Interstate Commerce Commission, the applicant shall forward a copy to the Pennsylvania Public Utility Commission for inclusion in its file.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor, Atlantic Contract Carriers Corp. at A-00108568, F. 1 & F. 2 be cancelled and the record be marked closed.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: November 21, 1990

ORDER ENTERED: NOV 28 1990

EQUIPMENT LIST

Applicant intends to lease equipment, including tractors and trailers, from Transferor, Direct Transit, as needed to perform the service hereunder.

OPERATING AUTHORITY TO BE TRANSFERRED

Docket A-108694

1. To transport, as a Class D carrier, property from the facilities of Certaineed Corporation, Insulation Group, in the township of Wright, Luzerne County, to points in Pennsylvania, with the right to return refused, rejected or damaged shipments to the point of origin;
2. To transport, as a Class D carrier, foodstuffs, not frozen and not in bulk, advertising materials, displays and display racks, dispensing equipment, premiums, office equipment and supplies, packing materials, machinery and foodstuff ingredients, from the facilities of Wise Foods, a division of Borden, Inc., in the borough of Berwick, Columbia County, to points in the said borough and to other points in Pennsylvania and vice versa;

With right number two (2) 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 office equipment and supplies from points in the borough of Berwick, Columbia County, to points within an airline distance of twenty (20) statute miles of the limits of said borough and vice versa.

3. To transport, as a Class D carrier, wall coverings and equipment, supplies and materials used in the distribution, manufacture and installation of wall coverings or L.E. Carpenter & Co., from points in the township of Hazle, Luzerne County, to points in Pennsylvania, and vice versa;

With right number three (3) subject to the following condition:

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

Docket No. A-108694, F.1, Am.B

1. To transport, as a Class D carrier, property for Fitchburg Coated Products, Inc., from its facilities in the borough of Moosic, Lackawanna County, to points in Pennsylvania, an vice versa;

Subject to the following condition:

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

2. To transport, as a Class D carrier, property from points in the city of Scranton, Lackawanna County, and within an airline distance of fifty (50) statute miles of the limits thereof, to points in the counties of Washington, Allegheny, Beaver, Butler, Lawrence, Mercer, Venango, Crawford, Erie and Westmoreland, and vice versa; excluding the transportation in commodities in dump trucks or hopper-type vehicles; household goods, in use; materials which because of its size and weight requires the use of special equipment; and excluding the transportation of garments and materials, supplies and trimmings incidental to the manufacture of said garments between manufacturers and processors and contractors;

Subject to the following conditions:

- (a) That no right, power or privilege is granted to transport iron and steel and iron and steel articles, to or from the plantsites or other facilities of Wheeling-Pittsburgh Steel Corporation in the city of Monessen, Westmoreland County, and the borough of Allenport, Washington County, and points within an airline distance of five (5) statute miles from the limits of said city and borough.
- (b) That no right, power or privilege is granted to transport from Petrolia, Butler County, Karns City, Butler County, Emlenton, Venango County, and vice versa.
- (c) That no right, power or privilege is granted to transport property, in bulk, in tank vehicles, from points within an airline distance of thirty-five (35) statute miles of the limits of the city of Pittsburgh, Allegheny County, to points in that portion of Monroe County on and south of U.S. 209, including East Stroudsburg and Stroudsburg; points

in Lehigh and Northampton Counties and that portion of Carbon County on and south of U.S. 209, including Jim Thorpe and Lehigh, and east of the Northeast Extension of the Pennsylvania Turnpike and vice versa; except that transportation may be performed for Binney & Smith to or from its facilities in Northampton County.

DISPATCH TRUCKLINES, INC.
BALANCE SHEET
OCTOBER 15, 1993

ASSETS		STOCKHOLDER'S EQUITY	
CASH	\$1,000	CAPITAL STOCK	\$1,000
TOTAL ASSETS	<u>\$1,000</u>	TOTAL STOCKHOLDER'S EQUITY	<u>\$1,000</u>

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR

Transferor, Direct Transit, Inc., will remain in business after the consummation of this transaction. Transferor will pay all of its business debts as they become due.

STATEMENT OF SAFETY PROGRAM

Applicant is affiliated with the Transferor. Transferor is an established carrier with a satisfactory safety rating from the United States Department of Transportation. A description of Transferor's safety program is contained in the Commission's files at Docket No. A-108694. Applicant is dedicated to operating in the safest possible manner and will establish a safety program identical to the safety program conducted by Transferor.

STATEMENT OF TRANSFEREE EXPERIENCE

Applicant is affiliated with Transferor. Transferor has been providing motor carrier service since its inception in 1985. Transferor will provide the necessary expertise to assist Applicant in its start-up operations. Applicant contends that it has the necessary experience to perform the proposed services.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308, NORTH OFFICE BUILDING
HARRISBURG, PENNSYLVANIA 17120

RECEIVED
DEC 30 1992

DISPATCH TRUCKLINES, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU CALL 717-787-1057.

ENTITIES ACTING AS PROFESSIONAL FUNDRAISING CONSULTANTS OR PROFESSIONAL SOLICITORS ON BEHALF OF CHARITIES SOLICITING CONTRIBUTIONS WITHIN THE COMMONWEALTH OF PENNSYLVANIA MUST REGISTER WITH THE DEPARTMENT OF STATE, BUREAU OF CHARITABLE ORGANIZATIONS, ROOM 308, NORTH OFFICE BUILDING, HARRISBURG, PENNSYLVANIA 17102-0029 (717)/783-1720).

ENTITY NUMBER: 2181562

MICROFILM NUMBER: 09293

0159-0160

RUBIN QUINN MOSS & PATTERSON ESQS
1800 PENN MUTUAL TOWER
510 WALNUT ST
PHILA. PA 19106-3619

Entity Number 215150

Secretary of the Commonwealth

APPLICATION FOR CERTIFICATE OF AUTHORITY

DSCB:15-4124/6124 (Rev 90)

Indicate type of corporation (check one):

Foreign Business Corporation (15 Pa.C.S. § 4124)

Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporate associations) the undersigned association hereby states that:

1. The name of the corporation is: Dispatch Trucklines, Inc.

2. The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):

3. (If the name set forth in Paragraph 1 is not available for use in this Commonwealth, complete the following):

The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

This corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:

Delaware

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

DE Registered Address:
11th Floor, Rodney Square, North 11th & Market St., Wilmington, DE 19801 New Castle

Number and Street	City	State	Zip	County
Principal Office: 2515 E. Solway,	Sioux City,	IA	51104	

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) 1024-1026 Springbrook Ave.,	Housie	PA	18507	Lackawanna
Number and Street	City	State	Zip	County

(b) c/o: _____
 Name of Commercial Registered Office Provider _____ County _____

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

7. (Check one of the following):

(Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer this 30th day of November, 19 92.

DISPATCH TRUCK LINES, INC.

(Name of Corporation)

BY: Sandra K. Peterson

(Signature)

TITLE: President

92 DEC -7 AM 10: 27

PA DEPT. OF STATE

STATEMENT OF CORPORATE CHARTER PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

LIST OF CORPORATE OFFICERS AND STOCKHOLDERS

Shareholders

<u>Name</u>	<u>Number of Shares</u>
Sandra K. Peterson	80
Charles G. Peterson	20

Officers

President:	Sandra K. Peterson
Secretary:	Charles G. Peterson
Treasurer:	Charles G. Peterson

DATES: Comments are due 30 days after publication.

FOR FURTHER INFORMATION CONTACT:

(202) 927-7600

[TDD for hearing impaired: (202) 927-5721.]

SUPPLEMENTARY INFORMATION:

Further information concerning the transaction is contained in the petition for or notice of exemption. A copy of it may be obtained free of charge by contacting petitioners' representative(s). The petition also may be inspected at the offices of the Interstate Commerce Commission during usual business hours.

For transactions involving a merger or purchase of operating authority, the transferee may obtain revised authorities by notifying the Commission in writing that the transaction has been consummated and by complying with the following administrative requirements set forth in the Code of Federal Regulations: (1) insurance (49 CFR 1043) (liability: ICC Form BMC-91 or BMC-91X; cargo: ICC Form BMC-34); (2) designation of process agents (49 CFR 1044); and (3) tariffs (49 CFR 1312) or contracts (49 CFR 1053).

Volume OP1-MCF-927
Decided: August 31, 1993

MC-F-20404

RECEIVED
NOV 19 1993

SECRETARY'S OFFICE
Public Utility Commission

DISPATCH TRUCKLINES, INC.--PURCHASE EXEMPTION--DIRECT TRANSIT, INC.

Petitioners' representative:
Richard A. Franklin
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106-3619

Comments should refer to No. MC-F-20404.

Under 49 U.S.C. 11343(e), the Commission has exempted, subject to public comment, the acquisition by Dispatch Trucklines, Inc. (Dispatch) (a non-carrier), of (A) the interstate operating rights in No. MC-176440 (Sub-No. 8) held by Direct Transit, Inc. (Direct) (MC-176440), which authorize the transportation of (1) food and related products (except commodities in bulk), between points in the United States, under continuing contract(s) with Pepperidge Farms, Inc., of Norwalk, CT; (2) general commodities (except classes A and B explosives, household goods, and commodities in bulk), between points in the United States, (a) under continuing contract(s) with commercial shippers or receivers of such commodities; and (b) under continuing contract(s) with The Proctor & Gamble Company, of Cincinnati, OH, and its subsidiaries, and (B) the intrastate operating rights issued to Direct by the Pennsylvania Public Utilities Commission in Docket No. A-108694 and A-108694 F.1 Am-B, which authorize, generally, transportation for three specified shippers and the transportation of property, from points near Scranton, PA to points in western Pennsylvania and vice versa. Transfer of the intrastate authority is effected under 49 U.S.C. 11341(a).

Charles G. Peterson is the sole shareholder, sole director, and president of Direct. Mr. Peterson owns 20 percent of the stock of Dispatch and is its director and secretary/treasurer. Sandra K. Peterson owns 80 percent of the stock of Dispatch and is its president.

The control by Mr. Peterson of Direct and Dispatch was exempted in No. MC-F-20392, Dispatch Trucklines, Inc., and Direct Transit, Inc.--Purchase (Portion) Exemption--Freight Land Sky, Inc. and Charles G. Peterson--Continuance in Control--Dispatch Trucklines, Inc., and Direct Transit, Inc., published in the ICC Register of August 25, 1993. Upon consummation of these transactions, Mr. Peterson will be in control of two regulated motor carriers.

SMALL CARRIER TRANSFER APPLICATIONS UNDER 49 U.S.C.
10926 AND 10321 INVOLVING MOTOR CARRIERS, PROPERTY BROKERS
WATER CARRIERS, HOUSEHOLD GOODS FREIGHT FORWARDERS
AND HOLDERS OF CERTIFICATES OF REGISTRATION

AGENCY: Interstate Commerce Commission.

ACTION: Notice of approval of small carrier transfer applications involving authority of motor carriers, property brokers, water carriers, household goods freight forwarders, and holders of certificates of registration.

SUMMARY: The Commission has approved, subject to public comment, the transfer under 49 U.S.C. 10926 and 10321 of authority of motor carriers, property brokers, water carriers, household goods freight forwarders, and holders of certificates of registration, pursuant to the decision in Ex Parte No. MC-111 (Sub-No. 1), Transfer Rules, 4 I.C.C.2d 382, (1988), and the new regulations at 49 CFR Part 1181. The parties may consummate a proposed transaction at any time after 10 days of the filing of the application. Protests may be filed within 20 days of the publication date of the application. If a protest is received, the Commission will issue a decision disposing of the protest, and any transaction consummated prior to the Commission's decision will be at the parties own risk, subject to any conditions we subsequently may impose. Similarly, if either party has less than satisfactory safety rating, consummation of the transaction pursuant to the 10-day rule is at the parties' own risk subject to any conditions we subsequently may impose. If no protests are received, or if the Commission does not issue a subsequent decision on safety grounds, the publication of the application will become the final action of the Commission.

ADDRESSES: Send comments to:

(1) Office of the Secretary
Case Control Branch
Interstate Commerce Commission
Washington, DC 20423

and

(2) Applicants' representative(s) as shown below.

DATES: Comments are due 20 days after publication.

December 31, 1993

James W. Patterson
Attorney at Law
One Liberty Place
32nd Floor
Philadelphia, PA 19103

In re: Application of - A-00111144 - Dispatch Trucklines, Inc.

Dear Sir:

The application of Dispatch Trucklines, Inc. has been captioned as attached.

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
2515 E. Solway
Sioux City, Iowa 51104

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
DEC 30 1993
ENTRY No. _____

A-00111144 - DISPATCH TRUCKLINES, INC. (2515 E. Solway, Sioux City, Iowa 51104), a corporation of the State of Delaware. Application has been filed to acquire all the operating authority held by Direct Transit, Inc., t/d/b/a North East Express Division of Direct Transit, Inc., a corporation of the State of Iowa at A-00108694. Application has been made to the Interstate Commerce Commission for approval of this combination pursuant to 49 U.S.C. §11341(a).

Attorney: James W. Patterson, One Liberty Place, 32nd Floor, Philadelphia, PA 19103.

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-00111144

Application of Dispatch Trucklines, Inc., a corporation of the State of Delaware, for the right to begin to transport, as a common carrier, by motor vehicle, (1) property from the facilities of Certainteed Corporation, Insulation Group, in the township of Wright, Luzerne County, to points in Pennsylvania, with the right to return refused, rejected or damaged shipments to the point of origin; (2) foodstuffs, not frozen and not in bulk, advertising materials, displays and display racks, dispensing equipment, premiums, office equipment and supplies, packing materials, machinery and foodstuff ingredients, from the facilities of Wise Foods, a Division of Borden, Inc., in the borough of Berwick, Columbia County, to points in the said borough and to other points in Pennsylvania, and vice versa; with right No. 2 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 office equipment and supplies from points in the borough of Berwick, Columbia County, to points within an airline distance of twenty (20) statute miles of the limits of said borough and vice versa; (3) wall covering, and equipment, supplies and materials used in the distribution, manufacture and installation of wall coverings, for L. E. Carpenter & Co., from points in the township of Hazle, Luzerne County, to points in Pennsylvania, and vice versa; with right No. 3 subject to the following condition: That no right, power or privilege is granted to transport commodities in bulk in tank or hopper-type vehicles; (4) property for Fitchburg Coated Products, Inc., from its facilities in the borough of Moosic, Lackawanna County, to points in Pennsylvania, and vice versa; with right no. 4 subject to the following condition: That no right, power or privilege is granted to transport petroleum and petroleum products in bulk; (5) property from points in the city of Scranton, Lackawanna County, and within an airline distance of fifty (50) statute miles of the limits thereof, to points in the counties of Washington, Allegheny, Beaver, Butler, Lawrence, Mercer, Venango, Crawford, Erie and Westmoreland, and vice versa; excluding the transportation of commodities in dump trucks or hopper-type vehicles; household goods, in use, materials which, because of its size and weight, requires the use of special equipment; and excluding the transportation of garments and materials, supplies and trimmings incidental to the manufacturer of said garments between manufacturers and processors and contractors; with right no. 5 subject to the following conditions: (a) That no right, power or privilege is granted to transport iron and steel and iron and steel articles, to or from the plantsites or other facilities of Wheeling-Pittsburgh Steel Corporation, in the city of Monessen, Westmoreland county, and the borough of Allenport, Washington County, and points within an airline distance of five (5) statute miles from the limits of said city and borough; (b) That no right, power or privilege is granted to transport from Petrolia, Butler County, Karns City, Butler County, Emlenton, Venango County, and vice versa; (c) That no right, power or privilege is granted to transport property, in bulk, in tank vehicles, from points within an airline

NA Protests due

DOCUMENT
FOLDER

JAN 24 1994

DOCKETED
APPLICATION DOCKET
DEC 30 1993
ENTRY No. _____

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin _____

- 2 -

distance of thirty-five (35) statute miles of the limits of the city of Pittsburgh, Allegheny County, to points in that portion of Monroe County on and south of U.S. 209, including East Stroudsburg and Stroudsburg; points in Lehigh and Northampton Counties and that portion of Carbon County on and south of U.S. 209, including Jim Thorpe and Lehigh, and east of the Northeast Extension of the Pennsylvania Turnpike and vice versa; except that transportation may be performed for Binney & Smith to or from its facilities in Northampton County; which is to be a transfer of the rights authorized under the certificate issued at A-00108694 to Direct Transit, Inc., t/d/b/a North East Express Division of Direct Transit, Inc., a corporation of the State of Iowa, subject to the same limitations and conditions.

MW:em
12/7/93

Application received: 11/19/93
Application docketed: 12/3/93

Protests due _____