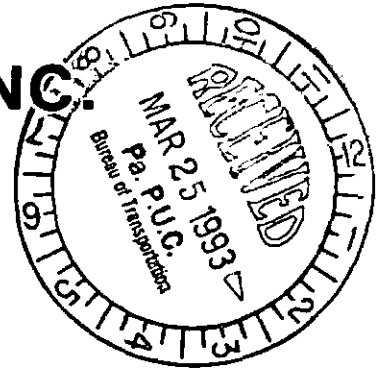


APPLICATION

A-00109220 F1 AMA

# BRADWAY TRUCKING INC.

P.O. BOX 385  
ROSENHAYN, NEW JERSEY 08352



March 23, 1993

Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17120



Public Utility Commission  
SECRETARY'S BUREAU  
Information Control Division

Re: Bradway Trucking, Inc. *FIAA*  
Docket No. A-00109220  
Contract Carrier Application

Gentlemen:

Enclosed are the original and two copies of the above referenced application for permanent contract motor carrier authority.

I am also enclosing a check in the amount of \$350.00 to cover the filing fee.

I am enclosing a copy of this letter along with a pre-addressed postage paid envelope for your convenience in acknowledging receipt of this application.

Sincerely,

Melvin R. Bradway  
President

MRB:cms  
Encs.



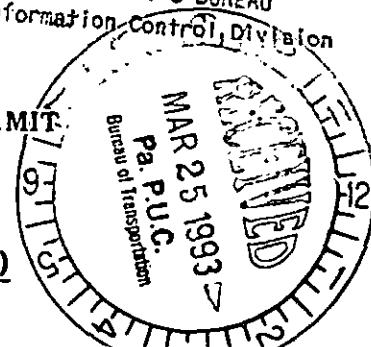
RECEIVED

MAR 24 1993

BEFORE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Public Utility Commission  
SECRETARY'S BUREAU  
Information Control, Division

620159  
APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT



(SEE INSTRUCTIONS BEFORE PREPARING APPLICATION)

In re: Application of Bradway Trucking, Inc.

APPLICATION-DOCKET

No. A-00109220

Folder No. F1 A-A

for a certificate of public convenience or a permit evidencing the Commission's approval of the right and privilege of operating motor vehicles as a motor carrier for the transportation of **PROPERTY**.

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Bradway Trucking, Inc.  
(Full and correct name of applicant)

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. Morton Avenue P. O. Box 385  
(Business Street Address) (P.O. Box, if any)

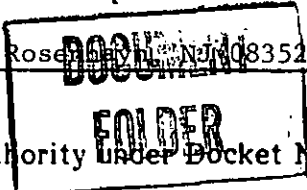
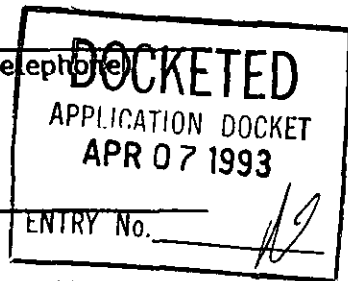
Rosenhayn, Cumberland New Jersey 08352 1-800-222-0099  
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is:  
None  
(Name) (Address) (Telephone)

5. Any notice, process or order of the PUC should be served upon:  
Melvin R. Bradway Morton Avenue Rosenhayn, New Jersey 08352  
(Name) (Address) (City, State, Zip)

6. Applicant \_\_\_\_\_ does \_\_\_\_\_ hold Pa. PUC authority under Docket No. A-00106672  
(does or does not)

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



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

at Docket No. MC-153002.

8. Applicant is (check one):

Individual.

Partnership. Attach copy of partnership agreement and list names and addresses of partners below (use additional sheet if necessary).

(Name)

(Address)

Corporation. Organized under the laws of the State of New Jersey and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on October 4, 1985 (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. Attach the following, as appropriate (check those attached): \*

A  Partnership Agreement.

B  Trade Name registration certificate.

C  Certificate of Incorporation or Authority.

D  Statement of corporate charter purpose.

E  List of corporate officers and stockholders.

\* Applicant currently holds a P.U.C. Permit. Certificate of Authority is presently on file with the Public Utility Commission.

10. That the nature and character of the service to be rendered by applicant is the transportation of property as a  Common  Contract carrier by means of motor vehicles as follows:

To transport, as a contract carrier by motor vehicle, food and related products, and equipment, materials and supplies used in the production and distribution thereof, for Delco Products Corp. t/a Eagle Products from its facilities in the Township of Chester, Delaware County, to points in Pennsylvania and vice versa.

11. Applicant is not now engaged in any intrastate transportation of property for compensation in Pennsylvania (except as authorized by the certificates of public convenience or permits specified in Paragraph 6) and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation shall be received.

CORPORATE SEAL

BRADWAY TRUCKING, INC.

(Print Name of Corporation, Partnership, Trade-Name or Individual)\*

By:

Melvin R. Bradway

(Signature) Melvin R. Bradway, President

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\*If a partnership, each partner must sign; if a corporation, at least one officer must sign, and corporate seal affixed.

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

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

\_\_\_\_\_, 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 APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
Delaware County : ss:

Melvin R. Bradway, being duly sworn (affirmed) according to law, deposes and says that he is President of Bradway Trucking, Inc.  
(Office of Affiant)

\_\_\_\_\_; that he is authorized to and does make this  
(Name of Corporation)  
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  
Bradway Trucking, Inc. to be able to prove the same  
(Name of Corporation)

at the hearing hereof.

Melvin R. Bradway  
Signature of Affiant

Sworn and subscribed before me this 22nd  
day of March 19 93  
My Commission Expires October 20, 1994

Charlene Marie Sherry  
Signature of Official Administering Oath

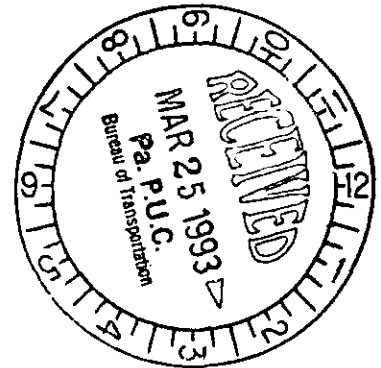
NOTARIAL SEAL  
CHARLENE MARIE SHERRY Notary Public  
Tinicum Twp., Delaware Co.  
My Commission Expires Oct. 20, 1994

RECEIVED

MAR 24 1993

Public Utility Commission  
SECRETARY'S BUREAU  
Information Control Division

BEFORE THE  
PENNSYLVANIA  
PUBLIC UTILITY COMMISSION



---

DOCKET NO. A-00109220  
Folder  
BRADWAY TRUCKING, INC.

---

EXHIBIT 1

VERIFIED STATEMENT OF  
MELVIN R. BRADWAY, PRESIDENT  
BRADWAY TRUCKING, INC.

---

BEFORE THE  
PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

---

DOCKET NO. A-00109220  
Folder  
BRADWAY TRUCKING, INC.

---

VERIFIED STATEMENT OF  
MELVIN R. BRADWAY, PRESIDENT  
BRADWAY TRUCKING, INC.

---

1. LEGAL NAME AND DOMICILE OF APPLICANT

The applicant is Bradway Trucking, Inc. (Bradway) whose office and terminal is located at Morton Avenue, Rosenhayn, NJ with the mailing address of P. O. Box 385, Rosenhayn, NJ 08352.

2. IDENTITY AND QUALIFICATIONS OF APPLICANT WITNESS

My name is Melvin R. Bradway and I am President of Bradway Trucking, Inc. I have first hand knowledge of the matters stated herein and am authorized to make this statement.

3. AUTHORITY SOUGHT BY APPLICANT

To transport as a contract carrier food and related products, and equipment, materials, and supplies used in the production and distribution thereof, for Delco Products Corp. t/a Eagle Products from its facilities in the Township of Chester, Delaware County to points in Pennsylvania, and vice versa.

#### 4. SCOPE OF PRESENT OPERATIONS

Bradway's I.C.C. and PA. P.U.C. motor carrier authorities are included herewith as Appendix A. There will be no duplicating authority, nor dual operation if the requested authority is approved.

#### 5. DESCRIPTION OF PERTINENT TERMINAL FACILITIES

Bradway has two (2) facilities in Rosenhayn, NJ. The primary facility is located on Morton Avenue and consists of a headquarters building, a garage and maintenance shop, fuel pumps and an equipment yard. The other facility in Rosenhayn is a 14 acre trailer parking facility. At the headquarters location there are nine office employees including the President. There are 7 mechanics in the garage and 45 drivers.

In addition to the New Jersey locations, Bradway has a three acre facility located in Parkesburg, PA used as a trailer yard. One employee is stationed at this location.

The information support system is computerized and an incoming 800 line is available to the shipping public.

#### 6. DESCRIPTION OF EQUIPMENT

A description of equipment is included herewith as Appendix B. All equipment is owned by Semper Fi Leasing, Inc. and leased to Bradway Trucking, Inc. The affiliation existing between these companies is one of common ownership. Both are owned by Melvin R. Bradway and Rose Bradway.

7. APPLICANT'S AFFILIATION WITH OTHER CARRIERS

Neither the applicant nor any of its officers are affiliated with any other motor carrier.

8. SAFETY PROGRAM

Applicant carries ample Property Damage and Bodily Injury Liability Insurance and Cargo Liability Insurance. Certificates are on file with the Commonwealth. Applicant's Safety Program is designed to meet the standards of the Federal Highway Administration's Motor Carrier Safety Regulation concerning both personnel and equipment. All drivers are pre qualified at time of being employed and receive refresher training on a reoccurring basis. Applicant has an active preventive maintenance program under my personal direction for the purpose of reducing mechanical failure to the equipment. All equipment being used is inspected daily and any defects are repaired immediately. All personnel and equipment records are maintained in accordance with Safety Regulations. The applicant presently has a Satisfactory rating with the Federal Department of Transportation. A copy of the Safety Program is enclosed herewith as Appendix C.

9. FINANCIAL DATA

Applicant's September 30, 1992 Annual Financial Statement is enclosed herewith as Appendix D. PA. P.U.C. 1991 Annual Report is on file with the Commission. The 1992 Annual Report will be filed by March 31, 1993.

10. DESCRIPTION OF SERVICE PROVIDED TO SUPPORTING SHIPPER

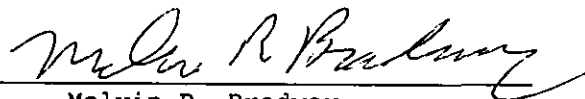
Applicant provides shipper with the interstate transportation of commodities within the limitation of its Interstate Commerce Commission authority. This includes truckload shipments of inbound food and food snacks from vendor to shipper, and outbound distribution of shipper's goods to shipper's customers. Additional services include dropping trailers at shipper's facilities for loading and unloading purposes.

11. TYPE OF SERVICE TO BE OFFERED

Applicant will offer service necessary to implement the requested authority.

12. OTHER EVIDENCE IN SUPPORT OF APPLICATION

The proposed service will not create any additional backhauls or empty miles. The applicant presently serves the supporting shipper extensively on an interstate basis and the proposed service will blend into and become an integral part of the total service the applicant will provide the supporting shipper.



---

Melvin R. Bradway  
President

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

Delaware County : ss:

Melvin R. Bradway, being duly sworn (affirmed)

according to law, deposes and says that he is President of  
(Office of Affiant)

Bradway Trucking, Inc.; that he is authorized to and does  
(Name of Corporation)

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 Bradway Trucking, Inc.  
(Name of Corporation)

to be able to prove the same at the hearing hereof.

Melvin R. Bradway

Signature of Affiant

Sworn and subscribed before me this  
22nd day of March, 1993

My Commission Expires October 20, 1994

Charlene Marie Sherry

NOTARIAL SEAL  
CHARLENE MARIE SHERRY, Notary Public  
Tinicum Twp., Delaware Co.  
My Commission Expires Oct. 20, 1994

RECEIVED

MAR 24 1993

Public Utility Commission  
SECRETARY'S BUREAU  
Information Control Division

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

---

DOCKET NO. A-00109220  
Folder  
BRADWAY TRUCKING, INC.

---

EXHIBIT 2  
VERIFIED STATEMENT OF  
JOSEPH A. BENTIVOGLIO  
OPERATIONS MANAGER  
DELCO PRODUCTS CORP.  
t/a  
EAGLE PRODUCTS

---

March 10, 1993

Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17120-3265

In Re: Support for Bradway Trucking, Inc.'s  
PA. P.U.C. Contract Motor Carrier Authority Application

Gentlemen:

I am submitting this letter as Shipper Support for the PA. P.U.C. Contract Motor Carrier Authority application of Bradway Trucking, Inc. My company, Delco Products Corp. t/a Eagle Products, is incorporated in Pennsylvania and is located in the Township of Chester, Delaware County. The company has been in business for about twelve years. We are a wholesale distributor of food snacks, including but not limited to pretzels, potato chips, crackers, nuts, and various other food "snacks."

My name is Joseph A. Bentivoglio and I am the Operations Manager of Delco Products Corp. My responsibilities include arranging for all our transportation needs, both incoming and outgoing. I make the decisions as to choosing between transporting our products by our private fleet or by "for hire" carriers, common or contract. I am authorized to submit this letter to the PA. P.U.C. in support of Bradway Trucking, Inc.'s application. I presently use the services of Bradway Trucking, Inc. to move interstate shipments and am very satisfied with the service. We have negotiated a contract, contingent on Bradway receiving P.U.C. authority, for Bradway Trucking, Inc. to provide intrastate

transportation services, bringing our products to our facilities from our suppliers, and delivering our products to our customers from our facility in Delaware County. Our vendors are located throughout the state, as are our customers.

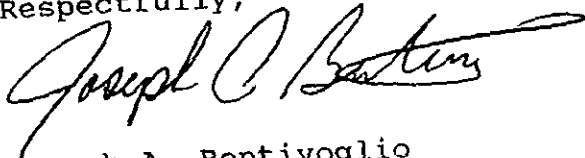
Presently, all of our intrastate traffic is provided by our vendors on inbound movements and by our private fleet on outbound movements. We have decided to use Bradway Trucking, Inc. to bring in our products from our vendors and also to use his services in distributing a certain percent of our products to our customers.

We plan on tendering Bradway approximately 30 truckload shipments per month, and possibly more during our peak season. We will ship exclusively truckload shipments in dry van trailers, with possible stopoffs. Although we will not require specialized equipment we will request on occasion the use of 53 foot trailers. We will require carrier to drop trailers at our dock for both loading and unloading at our convenience. It is likely that we will be shipping other materials such as advertising materials, promotional displays, food racks and warehouse equipment, along with the food snacks.

We are anxious to implement our new policy of bringing in a "for hire" carrier, specifically Bradway Trucking, Inc., in order to curtail the expansion of our private fleet. We have worked with Bradway Trucking, Inc. on our interstate movements and are very satisfied with their performance. We need this service just as quickly as possible.

We urge this Commission to grant the applicant the authority it seeks on our behalf.

Respectfully,

A handwritten signature in cursive script, appearing to read "Joseph A. Bentivoglio". The signature is written in dark ink and is positioned above the typed name.

Joseph A. Bentivoglio  
Operations Manager

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

DELAWARE County : ss:

*JOSEPH VIERA BENTIVOGLIO*

DELCO PRODUCTS TA EAGLE PRODUCTS, being duly sworn (affirmed)

according to law, deposes and says that he is OPERATIONS MGR of  
DELCO PRODUCTS CORP TA (Office of Affiant)

EAGLE PRODUCTS; that he is authorized to and does  
(Name of Corporation)

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 DELCO PRODUCTS TA  
(Name of Corporation)

*CORP;  
EAGLE PROD*

to be able to prove the same at the hearing hereof.

*Mary Roberts  
Notary*

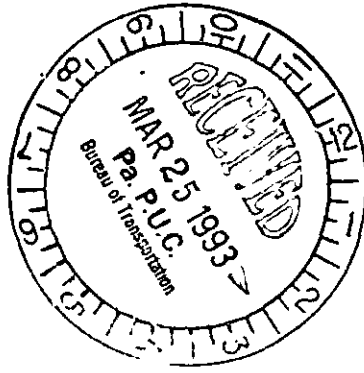
*Joseph A. Bentivoglio*

Signature of Affiant

Sworn and subscribed before me this  
17 day of MARCH, 1993

My Commission Expires \_\_\_\_\_

Notarial Seal  
Mary Roberts, Notary Public  
Chester Twp., Delaware County  
My Commission Expires April 29, 1995  
Member, Pennsylvania Association of Notaries



**RECEIVED**

MAR 24 1993

Public Utility Commission  
SECRETARY'S BUREAU  
Information Control Division

BEFORE THE  
PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

---

DOCKET NO. A-00109220  
Folder  
BRADWAY TRUCKING, INC.

---

EXHIBIT 3  
CONTRACT  
BETWEEN  
DELCO PRODUCTS CORP.  
AND  
BRADWAY TRUCKING, INC.

---

A G R E E M E N T

This AGREEMENT, made and entered into this 22nd day of March, 1993, by and between:  
DELCO PRODUCTS CORP. t/a EAGLE PRODUCTS (hereinafter referred to as "Shipper"), and:  
BRADWAY TRUCKING, INC. (hereinafter referred to as "Carrier"):

WITNESSETH:

In consideration of the mutual covenants herein set forth, the parties hereto,  
intending to be legally bound, agree as follows:

BASIC UNDERTAKING OF SHIPPER

1. Shipper agrees to engage Carrier to transport, during the initial term of this Agreement, not less than 100,000 pounds per year, dating from the effective date hereof, of the commodities and in the territory set forth in Appendix A. Shipper further agrees to engage Carrier to transport, during each subsequent term of this Agreement, not less than 100,000 pounds of the same commodities in the same territory. In the event this Agreement is terminated in accordance with the termination procedure hereinafter set forth, during the initial term or during any subsequent term, the 100,000 pound minimum tender provision, shall be prorated in accordance with the period which the Agreement has been in force.

BASIC UNDERTAKING OF CARRIER

2. Carrier agrees to conform to the rules, regulations and all other requirements of the Pennsylvania Public Utility Commission over transportation performed under this Agreement. Carrier further agrees to safely transport the commodities set forth at Appendix A tendered to it by Shipper, in a diligent and timely manner, within the territory set forth at Appendix A.

COMPENSATION

3. Shipper agrees to pay Carrier as compensation for service rendered hereunder, the rates and charges set forth in Carrier's Schedule of Rates and Charges designated at

PA P.U.C. No. 3, supplements thereto and reissues thereof. Carrier agrees to promptly submit freight bills to Shipper and Shipper agrees to pay all proper charges within seven (7) days after receipt of billing, unless Shipper and Carrier mutually agree upon another method of payment. Carrier agrees that no change in rate, rule or charge shall be filed with any regulatory body having jurisdiction without prior notification to Shipper.

TERM OF AGREEMENT/TERMINATION

4. This Agreement shall become effective on the date upon which Carrier's Schedule of Rates and Charges referred to in paragraph 3, above, becomes effective and shall remain in effect for one (1) year from said date and shall automatically be renewed from year to year thereafter, provided, however that either party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other party.

TERMS AND CONDITIONS

5. Compliance With Law

The parties agree to comply with all laws and regulations applicable to the transportation service provided hereunder, including, without limitation by reason of their mention, the Pennsylvania Public Utility Code and the regulations of the Pennsylvania Public Utility Commission.

6. Liability of Carrier for Loss or Damage.

Carrier shall be liable to Shipper for all loss and damage to shipments while in possession and custody of Carrier, except such loss or damage as is occasioned by (1) Acts of God or the public enemy, (2) the authority of law, (3) the acts or defaults of Shipper, or, (4) the inherent nature or vice of the goods transported. Claims for loss and damage shall be handled in accordance with the rules and procedures set forth in Carrier's Schedule of Rates and Charges.

TERMS AND CONDITIONS (Continued)

7. Insurance

- (a) Automotive Bodily Injury Liability Insurance with a minimum limit of \$500,000 each person, \$1,000,000 each accident.
- (b) Automobile Property Damage Liability Insurance with a minimum of \$400,000 each accident.
- (c) Cargo to be insured against all transportation hazards with a minimum limit of loss per vehicle of \$25,000.
- (d) Workmen's Compensation Insurance in accordance with statutory requirements, and shall, at Shipper's request, furnish shipper with Certification of Insurance evidencing such coverage, and, further, shall cause Shipper, at its request, to be named as an additional insured party in connection with the public liability and property damage coverages.

8. Operations

a. Receipts: Carrier agrees to issue a written receipt to Shipper for each shipment accepted by Carrier for transportation and further agrees that the issuance of such receipt shall be prima facie evidence that the shipment was in good order and condition when accepted unless otherwise noted on the receipt. Carrier further agrees that it will, at Shipper's request, obtain evidence of delivery, in a form acceptable to Shipper, in connection with the delivery of shipments accepted by Carrier for transportation.

b. Services incidental to line haul transportation:  
Carrier further agrees to provide services incidental to the line haul transportation such as loading and/or unloading carrier's vehicles, performing stop offs enroute and so forth, as may be requested by Shipper, mutually agreed upon by Shipper and Carrier and published in Carrier's aforementioned Schedule of Rates.

MISCELLANEOUS PROVISIONS

9. Relationship

Carrier and its employees and agents are not the agents or employees of Shipper. Carrier is an independent contractor and its employees and agents used in performing services hereunder are under Carrier's exclusive management and control. Shipper neither exercises or retains, nor has the right to exercise or retain, any control or supervision over Carrier or Carrier's operations hereunder or of any agents or employees of Carrier in any manner whatsoever, except as may be specifically herein provided.

10. Notice

All notices permitted or required to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid and property addressed as follows:

If to Carrier, to:

Melvin R. Bradway, President  
Bradway Trucking, Inc.  
Morton Avenue  
P. O. Box 385  
Rosenhayn, NJ 08352

If to Shipper, to:

Michael Gretz, President  
Delco Products Corp.,  
t/a Eagle Products  
100 Commerce Drive  
Aston, PA 19014

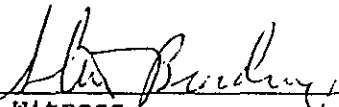
11. Assignability and Construction of Agreement

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, shall not be assigned and is not assignable by either party hereto, and may be amended only by a writing signed by both parties.

12. Nature of Agreement

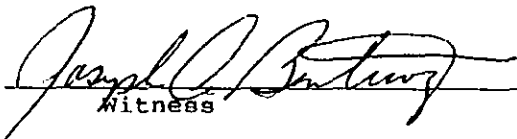
This Agreement and the Exhibits attached hereto contain the entire agreement between the parties in connection with the subject hereof. IN WITNESS WHEREOF, Carrier and Shipper intending to be legally bound hereby, have caused this Agreement to be executed as of the day and year first above written.

CARRIER:  
BRADWAY TRUCKING, INC.

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
President

SHIPPER:  
DELCO PRODUCTS CORP. t/a EAGLE PRODUCTS

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
President

APPENDIX A

BRADWAY TRUCKING, INC.

PA. P.U.C. NO. A-0019220

COMMODITIES AND TERRITORY

To transport, as a contract carrier by motor vehicle, food and related products, and equipment, materials and supplies used in the production and distribution thereof, for Delco Products Corp. t/a Eagle Products from its facilities in Township of Chester, Delaware County, to points in Pennsylvania and vice versa.



EXHIBIT 1  
APPENDIX A

RECEIVED  
MAR 24 1993

BRADWAY TRUCKING, INC.

Public Utility Commission  
SECRETARY'S BUREAU  
Information Control Division

PRESENT OPERATING AUTHORITY

PENNSYLVANIA PUBLIC UTILITY COMMISSION  
(Bradway Trucking, Inc., Permit A-00109220)

To transport as a contract carrier, food and related products, and equipment, materials and supplies used in the production and distribution thereof, for the Pillsbury Company and its subsidiaries, Green Giant Company, Burger King Corporation and Steak & Ale Restaurants of America, Inc., from the facilities of said shippers located in the borough of East Greenville, Montgomery County, and the borough of Parkesburg and the township of West Sadsbury, Chester County, to points in Pennsylvania and vice versa.

Folder 2

To transport, as a contract carrier, property, for Oscar Mayer Food Corporation, from the Pennsylvania facilities owned, leased or used by Oscar Mayer Food Corporation to points in Pennsylvania, and vice versa;

subject to the following conditions:

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

That no right, power or privilege is granted to transport household goods, personal effects and property used or to be used in a dwelling, when a part of the equipment or supplies of such dwelling, as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments, when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments, in connection with the removal from one location to another; and articles, in use, including objects of art, displays and exhibits which, because of their unusual nature or value, require specialized handling and equipment usually employed in the moving of household goods.

BRADWAY TRUCKING, INC.

---

PRESENT OPERATING AUTHORITY

INTERSTATE COMMERCE COMMISSION

MC-153002

Common Carrier:

To operate as a common carrier by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except Classes A & B explosives and household goods), between points in the United States (except Alaska and Hawaii).

Contract Carrier:

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except household goods; classes A and B explosives; Poison A; liquefied compressed gas or compressed gas; highway route controlled quantity radioactive materials as defined in Art. 173.455; or hazardous substances transported in cargo tanks, portable tanks, or hopper type vehicles with capacities in excess of 3,500 water gallons), between points in the U.S. (except AK and HI), under continuing contract(s) with commercial shippers or receivers of such commodities.

**RECEIVED**

MAR 24 1993

Public Utility Commission  
SECRETARY'S BUREAU  
Information Control Division

EXHIBIT 1

APPENDIX B

BRADWAY TRUCKING, INC.

---

EQUIPMENT LIST

VEHICLE #	REGISTRATION #	TITLE YEAR	MAKE CODE	TITLE #	SERIAL #	REGIS. EXP. DATE
243	XV70RG	1979	PET		118992N	
600	XT94GN	1979	PET		118651N	103190
418	XN48KB	1974	PET		67362	093091
614	XS41GU	1982	KEN		298437	
1		1990	OTT		OTT6468290	
101	XU65YB	1984	FRT		246410	053191
620	XU53XZ	1984	KEN		317093	022892
622	XV86XB	1984	KEN		317094	013191
624	XV87XB	1985	FRT		257985	013191
626	XU78XZ	1985	FRT		260107	022891
628	XU52XZ	1985	FRT		260108	022892
630	XU50XZ	1985	FRT		260109	022892
632	XU57GW	1985	KEN		S327162	063091
634	XV68RG	1986	KEN		330712	103190
636	XV69RG	1986	KEN		330722	103190
638	XV87RH	1986	KEN		330723	113090
640	XV86RH	1986	KEN		330724	113090
642	XV67RG	1986	KEN		330725	103190
644	XU79YB	1986	KEN		S335236	053191
646	XV88RH	1986	KEN		277880	113090
648	XH46HC	1987	KEN		345276	033191
650	XV79XC	1987	KEN		345277	033193
652	XV80XC	1987	KEN		345278	033193
654	XN64KA	1987	KEN		345279	093091
656	XH45MC	1987	KEN		345280	033191
658	XV10XD	1987	KEN		345239	033193
660	XP40UG	1988	PET		258252	033191
662	XP41UG	1988	PET		258250	033191
664	XP12UG	1988	PET		258249	033191
666	XP58UJ	1988	PET		258253	043091
668	XP39UG	1988	PET		258248	033191
670	XP11UG	1988	PET		258251	033191
672	XR57DT	1988	PET		515652	093091
674	XR91DX	1988	KEN		515653	063091
678	XV88XB	1989	FRT		354175	013191
680	XS83GS	1989	FRT		354179	013191
682	XV89XB	1989	FRT		354178	013191
686	XS89GS	1989	FRT		354177	013191
684	XS88GS	1989	FRT		354176	013191
694	XV33XE	1989	FRT		356773	033191
692	XS88GU	1989	FRT		356660	022891
688	XV32XE	1989	FRT		356772	033191
690	XS87GU	1989	FRT		356661	022891
696	XT31ZX	1990	FRT		385206	053191
698	XT30ZX	1990	FRT		385209	053191
700	XT33ZX	1990	FRT		385205	053191
702	XT35ZX	1990	FRT		385207	053191
704	XT34ZX	1990	FRT		385210	053191
706	XT32ZX	1990	FRT		385208	053191
708		1991	FRT		503951	
710		1991	FRT		503952	
712		1991	FRT		503953	
714		1991	FRT		503954	

03/15/93  
1.3.10.1.1

BRADWAY TRUCKING, INC.  
TRACTORS

PAGE 2  
(R370SC)

VEHICLE #	REGISTRATION #	TITLE YEAR	MAKE CODE	TITLE #	SERIAL #	REGIS. EXP. DATE
716		1991	FRT		503955	
BIGRED	X2C228	1968	FORD		57762	
BIGBLK	XC66GU	1983	FORD		2FTHF3619DCA25769	
BRONCO	XU26NZ	1984	FORD		1FMEU15F4ELA10464	

97

03/15/93  
1.3.10.1.1

BRADWAY TRUCKING, INC.  
TRAILERS

PAGE 1  
(R370TR)

VEHICLE #	TITLE YEAR	HAKE CODE	SERIAL #	TARE WEIGHT
29	1983	FRU	33002	0
30	1983	FRU	33001	0
31	1983	FRU	33003	0
32	1985	FRU.	28003	0
33	1985	FRU	28001	0
34	1985	FRU	28002	0
35	1985	FRU	42701	0
36	1987	FRU	38401	0
37	1987	FRU	38402	0
38	1987	FRU	38404	0
39	1987	FRU	38403	0
40	1985	FRU	49201	0
46	1963	GIN	1452863	0
60	1965	GIN	2468765	0
66	1966	GIN	3472866	0
76	1971	STR	141604	0
85	1987	FRU	23905	0
91	1987	FRU	7806	0
300	1981	STR	247918	12400
301	1978	STR	220948	12400
302	1981	STR	247904	12400
303	1981	STR	247919	12400
304	1981	STR	247945	12400
305	1981	STR	247936	12400
306	1981	STR	247912	12400
307	1977	STR	210664	12400
308	1978	STR	220983	12400
500	1978	STR	212334	12400
501	1972	STR	137521	13520
502	1972	STR	138139	13520
503	1972	STR	146776	13520
504	1972	STR	138172	13520
505	1972	STR	137546	13520
506	1972	STR	137379	13520
507	1972	STR	137596	13520
508	1972	STR	146770	13520
509	1972	STR	147910	13520
510	1977	STR	210662	12400
511	1978	BUD	148578E	12680
512	1978	BUD	48533E	12680
513	1978	BUD	148598E	12680
514	1978	BUD	139451E	12680
515	1978	BUD	48607E	12680
516	1978	BUD	48618E	12680
517	1978	BUD	48599E	12680
518	1978	BUD	148537E	12680
519	1979	FRU	665428	13420
520	1980	STR.	243994	14160
521	1980	STR	241626	14160
522	1980	STR	241968	14160
523	1980	STR	243973	14160
524	1980	STR	243990	14160
525	1977	STR	210906	12400

(AXLE TYPE) - " 2"

03/15/93  
1.3.10.1.1

BRADWAY TRUCKING, INC.  
TRAILERS

PAGE 2  
(R370TR)

VEHICLE #	TITLE YEAR	MAKE CODE	SERIAL #	TARE WEIGHT
526	1980	STR	241629	14160
527	1981	STR	247940	12400
528	1980	STR	244018	14160
529	1980	STR	243983	14160
530	1979	STR	237553	12400
531	1979	STR	226734	12400
532	1978	STR	224372	12400
533	1981	STR	247944	12400
534	1981	STR	247914	12400
535	1981	STR	247915	12400
536	1979	STR	237550	12400
537	1981	STR	247913	12400
538	1978	STR	220945	12400
539	1981	STR	247943	12400
540	1974	FRU	386002	13420
541	1974	FRU	486096	13420
542	1977	FRU	50041	13420
543	1975	FRU	486043	13420
544	1974	FRU	481855	13420
545	1971	FRU	372803	13420
546	1976	FRU	530538	13420
547	1971	FRU	372802	13420
548	1974	FRU	486382	13420
549	1972	FRU	486076	13420
550	1971	FRU	386021	13420
551	1975	FRU	486143	13420
559	1973	FRU	417672	13420
560	1975	FRU	486149	13420
561	1979	FRU	627767	12020
562	1978	FRU	627663	12020
563	1979	FRU	627721	12020
564	1979	FRU	665432	12020
565	1979	FRU	627777	12020
566	1979	FRU	627780	12020
567	1979	FRU	627753	12020
568	1979	FRU	627750	12020
569	1979	FRU	627734	12020
570	1979	FRU	627768	12020
571	1979	FRU	627704	12020
572	1977	STR	213967	12400
573	1978	STR	222853	12400
574	1978	STR	221394	12400
575	1978	STR	220942	12400
576	1977	STR	212309	12400
577	1977	STR	213964	12400
578	1977	STR	213953	12400
579	1978	STR	224344	12400
580	1978	STR	221324	12400
581	1978	STR	224371	12400
582	1981	STR	247929	12400
583	1978	STR	213428	12400
584	1978	STR	221317	12400
585	1978	STR	224389	12400

(AXLE TYPE) - " 2"

03/15/93  
1.3.10.1.1

BRADWAY TRUCKING, INC.  
TRAILERS

PAGE 3  
(R370TR)

VEHICLE #	TITLE YEAR	MAKE CODE	SERIAL #	TARE WEIGHT
586	1978	STR	224349	12400
587	1978	STR	220974	12400
588	1978	STR	220980	12400
589	1978	STR	212305	12400
590	1978	STR	224374	12400
591	1979	STR	237594	12400
592	1979	STR	226671	12400
593	1979	STR	226714	12400
594	1977	STR	213971	12400
595	1978	STR	224342	12400
596	1978	STR	226732	12400
597	1978	STR	221319	12400
598	1976	STR	224376	12400
800	1984	FRU	44909	14400
802	1984	FRU	44901	14400
804	1984	FRU	44911	14400
806	1984	FRU	44908	14400
808	1984	FRU	44910	14400
810	1984	FRU	44905	14400
812	1984	FRU	44906	14400
814	1984	FRU	44902	14400
816	1984	FRU	44915	14400
818	1984	FRU	44907	14400
820	1984	FRU	44903	14400
822	1984	FRU	44913	14400
824	1984	FRU	44912	14400
826	1984	FRU	44914	14400
828	1984	FRU	44904	14400
830	1986	VAN	1006067	14580
831	1986	VAN	1006051	14580
832	1986	VAN	1006058	14580
833	1986	VAN	1006052	14580
834	1986	VAN	1006053	14580
835	1986	VAN	1006069	14580
836	1986	VAN	1006062	14580
837	1986	VAN	1006054	14580
838	1986	VAN	1006055	14580
839	1986	VAN	1006071	14580
840	1986	VAN	1006070	14580
841	1986	VAN	1006057	14580
842	1986	VAN	1006061	14580
843	1986	VAN	1006063	14580
844	1986	VAN	1006074	14580
845	1986	VAN	1006078	14580
846	1986	VAN	1006059	14580
847	1986	VAN	1006060	14580
848	1986	VAN	1006085	14580
849	1986	VAN	1006068	14580
850	1986	VAN	1006090	14580
851	1986	VAN	1006075	14580
852	1986	VAN	1006066	14580
853	1986	VAN	1006064	14580
854	1986	VAN	1006079	14580

(AXLE TYPE) = " 2"

03/15/93  
1.3.10.1.1

BRADWAY TRUCKING, INC.  
TRAILERS

PAGE 4  
(R370TR)

VEHICLE #	TITLE YEAR	HAKE CODE	SERIAL #	TARE WEIGHT
855	1986	VAN	1006080	14580
856	1986	VAN	1006056	14580
857	1986	VAN	1006065	14580
858	1986	VAN	1006077	14580
859	1986	VAN	1006076	14580
861	1991	STR	330877	14400
862	1991	STR	330875	14400
863	1991	STR	330881	14400
864	1991	STR	330868	14400
865	1991	STR	330878	14400
866	1991	STR	330870	14400
867	1991	STR	330890	14400
868	1991	STR	330869	14400
869	1991	STR	33083	14400
870	1991	STR	330887	14400
871	1991	STR	330874	14400
872	1991	STR	330872	14400
873	1991	STR	330871	14400
874	1991	STR	330867	14400
875	1991	STR	330873	14400
876	1991	STR	330880	14400
877	1991	STR	330886	14400
878	1991	STR	330888	14400
879	1991	STR	330884	14400
880	1991	STR	330882	14400
881	1991	STR	330866	14400
882	1991	STR	330885	14400
883	1991	STR	330876	14400
884	1991	STR	330879	14400
885	1991	STR	330889	14400
886	1992	STR	346041	14400
887	1992	STR	346046	14400
888	1992	STR	346037	14400
889	1992	STR	346048	14400
890	1992	STR	346036	14400
891	1992	STR	346035	14400
892	1992	STR	346045	14400
893	1992	STR	346040	14400
894	1992	STR	346044	14400
895	1992	STR	346043	14400
897	1992	STR	346038	14400
898	1992	STR	346047	14400
899	1992	STR	346049	14400
900	1992	STR	346039	14400
902	1984	FRU	050092	13400
903	1984	FRU	049856	13400
904	1984	FRU	014773	13400
905	1984	FRU	014691	13400
906	1984	FRU	014801	13400
907	1984	FRU	014671	13400
4821	1978	STR	216616	13020
4827	1978	STR	224343	13020
5300	1993	STR		14840

(AXLE TYPE) = " 2"

03/15/93  
1.3.10.1.1

BRADWAY TRUCKING, INC.  
TRAILERS

PAGE 5  
(R370TR)

VEHICLE #	TITLE YEAR	MAKE CODE	SERIAL #	TARE WEIGHT
5301	1993	STR		14840
5302	1993	STR		14840
5303	1993	STR		14840
5304	1993	STR		14840
5305	1993	STR		14840
5306	1993	STR	350828	14840
5307	1993	STR	350830	14840
5308	1993	STR	350831	14840
5309	1993	STR	350829	14840
5310	1993	STR	350833	14840
5311	1993	STR	350827	14840
5312	1993	STR	350845	14840
5313	1993	STR	350838	14840
5314	1993	STR	350836	14840
5315	1993	STR	350835	14840
5316	1993	STR	350844	14840
5317	1993	STR	350843	14840
5318	1993	STR	350837	14840
5319	1993	STR	350839	14840
5320	1993	STR	350834	14840
5321	1993	STR	350842	14840
5322	1993	STR	350840	14840
5323	1993	STR	350832	14840
8542	1977	FRU	550041	14080
8552	1972	FRU	423406	14080
8553	1975	FRU	486075	14080
8554	1974	FRU	486030	14080
8555	1974	FRU	486038	14080
8556	1972	FRU	471674	14080
8557	1971	FRU	386010	14080
8558	1974	FRU	486020	14080
8559	1976	FRU	558181	13020
8560	1979	FRU	665464	13020
8561	1979	FRU	665465	13020
8562	1978	FRU	597255	13020
8563	1979	FRU	665427	13020
8564	1979	FRU	665431	13020
8565	1978	FRU	597256	13020
8566	1978	FRU	597253	13020
8567	1979	FRU	665461	13020

(AXLE TYPE) = " 2"

5/2  
2/2  
40

EXHIBIT 1

APPENDIX C

BRADWAY TRUCKING, INC.

---

SAFETY PROGRAM

RECEIVED

MAR 24 1993

Public Utility Commission  
SECRETARY'S BUREAU  
Information Control Division

Bradway Trucking Inc.  
Driver Safety Program  
1992

It is no secret that in the trucking industry today, safety is an absolute necessity. Safety has always been a basic fundamental at Bradway Trucking. As our company has grown we have come to put an even greater emphasis on safety than ever before. Our Driver Safety Program has one clear goal, which is zero accidents. The program consists of hiring, training, maintaining, and rewarding safe drivers. From the day the driver sits down at orientation until their last day at work, they know what we require of them. They know that we have a "NO EXCUSE" attitude on safety.

## DRIVER HIRING

The first, and most important step towards achieving our goal, is hiring only safe drivers. Absolutely perfect drivers are very hard to find but we have learned that one absolutely necessary prerequisite is a safe driving record. To maintain consistency of the hiring process, the Safety Director handles everything from start to finish. He screens all applications, checks previous employment references, does all road tests and gives the entire driver orientation.

### Hiring Criteria

The following are minimum criteria for hiring drivers, they must:

- 1) minimum age of at least 25 years old.
- 2) have at least 2 years of verifiable experience.
  - a) operating equipment similar to that of our company's.
  - b) have satisfactory work record with none of the following: late deliveries, abandonment, quit under load, unauthorized use of equipment or company funds.
- 3) have a valid CDL with a 3 year abstract which must not include any of the following:
  - a) DWI/DUI's,
  - b) unexplainable or undocumented "Involved in accident," particularly where a serious moving violation was issued,
  - c) more than two speeding tickets in one year or more than one excessive speeding ticket in a three year period.
  - d) any serious violation such as reckless, tailgating, unsafe lane change, or disregard of a traffic signal.
- 4) have a verifiable safety record with no more than:
  - a) 2 minor accidents in one year (ex. \$500 or less, with no personal injury, no moving violation issued)
  - b) no record of a highway moving accident that was deemed chargeable especially those where a moving violation was issued or an injury involved, in the past two years (ex. lane change, intersections).
  - c) no record of severe accidents (ex. involving death, driving under the influence of alcohol or drugs, rear end).
- 5) Applicant must pass a road test. He is required to properly hookup and pre-trip the vehicle. The road test would be at least 20 miles long and includes rural, cities, and interstate type driving.
- 6) Pass a NIDA certified DOT drug test.

Only after an applicant has met all the criteria, passed all tests, is he then considered for employment. He then goes through orientation.

## II. DRIVER TRAINING

### Orientation

Training of drivers is the second part of our program. All new drivers go through the first phase of this training at their orientation. Whether one on one or in groups no larger than three, our Safety Director takes the time to explain as well as provide a drivers manual covering driver rules and requirements. Depending on the persons work experience we may stress some specific areas. But the following are the topics discussed with every driver before he gets behind the wheel.

- A) Defensive, safe and courteous driving,
- B) Projecting a good professional image,
- C) The importance of protecting their own work record as well as their CDL Abstracts,
- D) The most common types of accidents in our operation,
- E) D.O.T. compliance, particularly hours of service and controlled substance abuse policy,
- F) Daily procedures, ex. Call-in procedures and proper handling of the various types of freight,
- G) No-rider policy/proper routes.
- H) Safe Driver Bonus Program

If is here at the orientation that Bradway's Policy of "Safety First" is stressed. We make it clear that they will be expected to operate their vehicle in such a manner that not even other drivers mistakes are excuses for being involved in accidents. They are told that they are working for a company who's President and founder drove 2 million miles in over 20 years without an accident. Therefore, we feel that it is not unrealistic to expect this from our drivers.

### Driver Maintenance

The second phase of Driver Training would be considered Safe Driver Maintenance. If we recognize a potential problem with any driver, we feel that an immediate meeting with the driver and the Safety Director is the most effective way to stop an accident before it happens. This is in addition to the DOT required drivers annual review of drivers records. We may run an HVR record on a driver as many as 4 times a year if we feel cause for concern.

All accidents regardless of severity are reviewed by the Safety Department. Any major highway accident is reviewed by the Safety Director, the President and occasionally other officers of the corporation. After reporting the accident to the Insurance Carrier, our Safety Director plays a major role in gathering information and/or witnesses that can help render a decision of fault. A driver may be immediately taken off dispatch if he clearly appears to be at fault. If after our investigation and review, a clear disregard for safe driving or any other company violation is found, then the driver in question will be terminated.

Each individual case is unique, therefore we do not have set criteria for terms of termination. But any preventable highway or other major accident, especially those involving injury, is grounds for immediate termination. Bradway Trucking has terminated drivers with accident free records due to verified and documented reports of unsafe driving. Our policy is "Why wait to fire a driver who is an accident waiting to happen?"

## Safety Meetings

We also have periodic Company Driver Safety Meetings. The drivers are broken up into two groups, each coming to a meeting on consecutive Saturday mornings, usually at a banquet room at a local Motor Inn. The meetings start with breakfast, then move to the classroom where we watch films on defensive driving, professionalism, driving techniques and other safety related topics. Any safety issue that has recently been a problem is covered. This is also a time for the drivers to air their complaints, feelings, or suggestions about their job and the Company.

## Reinforcement

Drivers also get the values of safety reinforced every time they come into the drivers room. Every month a new poster is put up along with safety fliers and pamphlets concerning several different safety related topics.

### III. DRIVER ROAD PATROL

Bradway, at this time, has no full-time or part-time road patrol. But we feel that we have the next best and perhaps a better program. All of our trailers have a 1-800 call-in placard on the back doors. Any person who sees one of our drivers operating their vehicle in an unsafe, uncourteous or otherwise disturbing fashion, can call in to this service. They give the vehicle number and a description of the incident. Bradway is then called immediately and later mailed a report with all the information, including the name and telephone number of the caller. This service is our most valuable tool to keep a constant eye on our drivers while they are out on the road. This service has resulted in the termination of drivers we felt were inevitable accidents.

### IV. SAFETY/BONUS PROGRAM

This is a benefit to reward any driver who does good work and drives his truck in a safe manner. The amount of bonus percentage added to your pay check each week is determined by his length of employment, and his work and safety record. Approximately every three months all drivers are evaluated and rated in these two categories. Although both are important, more emphasis is placed on his safety record.

Every new driver is eligible for his first bonus on or as close as possible to his one year anniversary of his date of hire. Every year on that date, assuming his work and safety record continues to be good, he will be eligible for an increase. The particular details concerning the amount of and when some of the senior drivers received their original bonus, may have an effect on when they are eligible to receive their annual raise.

In addition to this weekly bonus, Bradway has an awards ceremony every December. At this time drivers who have been accident-free for that year receive a Safe Driver Award and a gold plated pin. The following years drivers have received safety awards, 1990: 11 drivers, 1991: 24 drivers, and 1992: 27 drivers.

RECEIVED

MAR 24 1993

EXHIBIT 1

APPENDIX D

Public Utility Commission  
SECRETARY'S BUREAU  
Information Control Division

BRADWAY TRUCKING, INC.

---

FINANCIAL DATA

# WILLIAM D. LOMBERK

CERTIFIED PUBLIC ACCOUNTANT  
74 WASHINGTON STREET, P.O. BOX 497  
BRIDGETON, NEW JERSEY 08302

609-451-2346  
FAX 609-453-9258

September 30, 1992

To the Board of Directors  
Bradway Trucking Inc.  
Morton Avenue  
Rosenhayn, New Jersey 08352

I have compiled the accompanying statement of assets and liabilities-income tax basis of Bradway Trucking Inc. (an S corporation) as of September 30, 1992 and the related statements of revenues, expenses, and retained earnings-income tax basis for the year then ended, in accordance with standards established by the American Institute of Certified Public Accountants. The financial statements have been prepared on the accounting basis used by the Company for income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

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

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, revenues, expenses, and retained earnings. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

*William D. Lomberk*  
William D. Lomberk  
Certified Public Accountant, P.A.

Bradway Trucking Inc.  
Statement of Assets & Liabilities - Income Tax Basis  
September 30, 1992

Assets

Current Assets:

Cash in Bank-NJ	\$(171,423.40)	
Cash in Bank-Money Market	50,239.16	
Prepaid N.J. Corp Tax	50.00	
Accounts Receivable-Trade	665,156.00	
Prepaid Taxes	247.00	
Total Current Assets		\$544,268.76

Fixed Assets:

Total Fixed Assets	0.00	
Net Fixed Assets		0.00
Total Assets		\$544,268.76
		\$544,268.76

Liabilities & Stockholders' Equity

Current Liabilities:

Lease Expense Payable	\$ 273,600.00	
Payroll Taxes Payable	8,144.11	
Accrued Bonuses	57,500.00	
Total Current Liabilities		\$339,244.11

Stockholders' Equity:

Common Stock	150,000.00	
Retained Earnings	61,108.78	
Current Year Income	(6,084.13)	
Total Stockholders' Equity		205,024.65
Total Liabilities & Stockholders' Equity		\$544,268.76
		\$544,268.76

SEE ACCOUNTANT'S COMPILATION REPORT

Bradway Trucking Inc.  
Statement of Revenues, Expenses, and Retained Earnings  
Income Tax Basis  
For the Period Ended September 30, 1992

Revenue:

Sales	\$5,450,867.56
Interest Earned	53.62
Total Revenue	5,450,921.18

General & Administrative Expenses:

Advertising	\$ 16,044.83
Pallets	372.00
Motor Fuel	560,427.06
Contributions	6,050.15
Dues and Subscriptions	322.00
Entertainment	3,882.35
Employee Benefits	15,137.77
Equipment Leasing	1,188,939.00
Life Insurance	6,247.78
Insurance	284,876.74
Hospitalization Insurance	124,472.45
Laundry and Linen	5,448.64
Legal and Accounting	25,916.10
Licenses	85,412.89
Maintenance and Repairs	26,352.61
Office Expense	25,126.63
Bonuses	57,500.00
Wages - Officers	205,500.00
Wages - Others	1,449,015.35
Rent	34,800.00
Claims	2,610.12
Tariffs & Schedules	42,193.50
Supplies	13,534.14
Unloading Expense	175,352.74
Transportation Costs-Sub.	238,576.71
Taxes - Payroll	154,587.83
Road Expenses	307,656.45
Road, Fuel & Use Taxes	33,613.14
Truck Parts	214,717.94

SEE ACCOUNTANT'S COMPILATION REPORT

Oil & Grease	\$24,006.57	
Telephone	24,545.37	
Tires	90,969.82	
Utilities	11,293.37	
Tools	747.26	
Provision for NY, PA Tax	731.00	
Provision for NJ Inc. Tax	25.00	
	-----	
Total General & Administrative Expenses		5,457,005.31
		-----
Net Income		\$ (6,084.13)
		=====

SEE ACCOUNTANT'S COMPILATION REPORT

RECEIVED

MAR 24 1993

Public Utility Commission  
SECRETARY'S BUREAU  
Information Control Division

EXHIBIT 1

APPENDIX E

BRADWAY TRUCKING, INC.

---

PROPOSED SCHEDULE OF RATES

PERMIT NO. A-00109220

CONTRACT PA. P.U.C. NO. 3

**BRADWAY TRUCKING, INC.**

---

CONTRACT CARRIER SCHEDULE

OF

MINIMUM RATES AND CHARGES

AND

RULES AND REGULATIONS

COVERING

THE TRANSPORTATION

OF

FOOD AND RELATED PRODUCTS

BETWEEN

POINTS IN PENNSYLVANIA  
(As Described in Item 650 Herein)

---

FOR REFERENCE TO GOVERNING PUBLICATIONS, SEE ITEM 100.

---

Issued On One Day's Notice Under Authority of Pennsylvania Code, Title 52, Section 23.145.

---

Issued By:

Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

CHECK SHEET OF TARIFF PAGES AND SUPPLEMENTS

All of the pages contained in this tariff are listed consecutively by number and revision number. The pages of the tariff and the supplements to the tariff listed on this page bear issued dates which are the same as or prior to the issued date of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title	O	12	O	23	O
2	O	13	O	24	O
3	O	14	O	25	O
4	O	15	O	26	O
5	O	16	O	27	O
6	O	17	O	28	O
7	O	18	O	29	O
8	O	19	O	30	O
9	O	20	O		
10	O	21	O		
11	O	22	O		

N - New Herewith

& - Revised Herewith

O - Original

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
 Melvin R. Bradway, President  
 Morton Avenue  
 Rosenhayn, New Jersey 08352

## TABLE OF CONTENTS

SUBJECT	PAGE NUMBER
Abbreviations and Reference Marks.....	30
Check Sheet.....	2
Governing Publications.....	5
Index To Rules.....	4
Operating Authority, Scope of Carrier's.....	14
Rates:	
Section 2 - Specific Commodity Rates.....	20 - 27
Section 3 - Distance Commodity Rates.....	28 - 29
Rules and Regulations (Section 1) .....	5 - 19
Table of Contents.....	3

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

INDEX TO RULES

RULE	ITEM NO.	PAGE NO.
Governing Publications.....	100	5
Definition Of A Shipment.....	101	5
Application Of Schedule.....	150	5
Commodity Item Naming Two Or More Articles.....	160	5
Shipments Exceeding Capacity Of Vehicle.....	390	6
Claims, Loss And Damage.....	407	7 - 9
Consecutive Numbers Or Letters.....	455	10
Detention.....	500	10
Extra Labor.....	560	11
Fractions.....	565	12
Impractical Operations.....	570	12
Layover Charges.....	571	12
Loading By Consignor - Unloading By Consignee.....	578	13
Maximum Charge.....	595	13
Mixed Shipments - Truckload Or Volume .....	645	13
Operating Authority, Scope Of Carrier's.....	650	14
Packaging Of Shipments.....	680	15
Pallets, Transportation Of.....	710	15
Pickup Or Delivery Service.....	750	15
Diversion Or Reconsignment.....	820	16
Redelivery.....	830	17
Reference To Tariffs, Items, Notes And Rules.....	845	17
Refused, Unclaimed Or Undelivered Shipments.....	860	17
Stop-Offs In Transit.....	900	18
Vehicles Furnished But Not Used.....	985	19

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
 Melvin R. Bradway, President  
 Morton Avenue  
 Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONS

ITEM 100 - GOVERNING PUBLICATIONS

Except as specifically provided herein, this schedule is governed by the following described publications, supplements thereto and reissues thereof:

Rates and charges contained herein based on mileage shall be computed in accordance with the Official Highway Map of Pennsylvania, distributed by the Department of Highways, and shall be via the shortest route from origin to destination.

ITEM 101 - DEFINITION OF A SHIPMENT

A shipment is a lot of freight tendered to the carrier by one consignor at one time at one place for delivery to one consignee on one bill of lading.

ITEM 150 - APPLICATION OF SCHEDULE

The rates and charges published in this schedule apply only for the traffic of the following shippers with whom this carrier is under contract:

Delco Products Corp. t/a Eagle Products

ITEM 160 - COMMODITY ITEM NAMING TWO OR MORE ARTICLES

Unless otherwise specifically provided, where the same rate is published in one item on two or more articles, it will apply on straight or mixed shipments of such articles.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

---

SECTION 1  
RULES AND REGULATIONS

---

ITEM 390 - SHIPMENTS EXCEEDING CAPACITY OF VEHICLE

When a shipment exceeds the quantity of freight which can be loaded in a single truck or trailer 45 feet in length, the following provisions will apply:

- (a) The first vehicle shall be loaded to its full capacity and charged for the actual weight but not less than the established minimum weight, and at the truckload rate.
  - (b) If the remainder of the shipment fills the capacity of a second or subsequent vehicle(s), each such truckload or truckloads shall be charged at the actual weight but not less than the established minimum weight, and at the truckload rate.
  - (c) If an excess quantity of freight remains not filling the capacity of an entire vehicle, such quantity shall be charged for at the actual weight on such vehicle subject to the established minimum weight and at the truckload rate applicable to the entire shipment.
- 

Abbreviations and reference marks are explained on last page of schedule.

---

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONS

ITEM 407 - PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE

SECTION 1 - APPLICABILITY OF REGULATIONS

The regulations set forth in this rule will govern the processing of claims for loss, damage, injury, or delay to property transported or accepted for transportation, in intrastate commerce, by the carrier, subject to the Pennsylvania Public Utility Commission.

SECTION 2 - FILING OF CLAIMS

(a) Claims in writing required. A claim for loss, damage, injury, or delay to cargo will not be voluntarily paid by a carrier unless filed in writing, as provided in paragraph (b) of this section, with the receiving or delivering carrier, or carrier issuing the bill of lading or receipt, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.

(b) Minimum filing requirements. A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

(c) Documents not constituting claims. Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in paragraph (b) of this section.

(d) Claims filed for uncertain amounts. Whenever a claim is presented against a proper carrier for an uncertain amount, such as "\$100 more or less," the carrier against whom such claim is filed will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of paragraph (b) of this section.

(e) Other claims. If investigation of a claim develops that one or more other carriers have been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the prior disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

(Continued)

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONS

ITEM 407 - PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE

SECTION 3 - ACKNOWLEDGEMENT OF CLAIMS

(a) The carrier will, upon receipt in writing of a proper claim in the manner and form described in this schedule, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the carrier unless the carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. The carrier will indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.

(b) The carrier will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgement of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received the carrier will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in the carrier's written acknowledgement of receipt to the claimant.

SECTION 4 - INVESTIGATION OF CLAIMS

(a) Prompt investigation required. Each claim filed against the carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.

(b) Supporting documents. When a necessary part of an investigation, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has been transferred at bookkeeping values only, the carrier will, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

(c) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received by any other source.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONS

ITEM 407 - PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF LOSS AND DAMAGE CLAIMS AND PROCESSING SALVAGE

SECTION 5 - DISPOSITION OF CLAIMS

When carrier receives a written claim for loss, damage, injury, or delay in property transported carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier; provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier will at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it will retain a copy of such advice to the claimant in its claim file thereon.

SECTION 6 - PROCESSING OF SALVAGE

(a) Whenever goods, or other property transported by carrier subject to the provisions herein contained is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. The carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

(b) Whenever disposition of salvage material or goods will be made directly to an agent or employee of carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier's salvage records will fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

(c) Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, the carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONS

ITEM 455 - CONSECUTIVE NUMBERS OR LETTERS

When consecutive numbers or letters are shown joined by the word "to," such as "1 to 10" or "A to C," it will be understood that both the first and last number or letter are included in the reference.

ITEM 500 - DETENTION OF VEHICLES

Carrier will allow one hour free time for loading and one hour free time for unloading on palletized shipments. Carrier will allow two hours free time for loading and two hours free time for unloading on non-palletized shipments. Free time will run from time carrier's employee makes himself available to consignor or consignee. Delays in excess of this time, not attributable to carrier, will be charged for at rate of \$40.00 for the first hour or fraction thereof, per unit. For each additional 30 minutes or fraction thereof, the charge will be \$20.00 per unit.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONS

ITEM 560 - EXTRA LABOR

- (a) When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading subject to the following charges (Note C):

<u>CHARGE FOR EXTRA LABOR IN CENTS PER 100 POUNDS</u>	<u>MINIMUM CHARGE</u>
20	\$48.00

Time shall be computed from the time the extra labor arrives at the place of pick-up or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor (Note A) if the extra labor is used for loading and against the consignee (Note B) if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.

- (b) Carrier's records must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used:
- (1) Name and address of consignor or consignee at whose place of business freight is loaded or unloaded.
  - (2) Identification of vehicle tendered for loading or unloading.
  - (3) Number of extra men used and the number of days each such man is used.
- (c) The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

Note A: "Consignor" as used in this item means the party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stopoff point, whether he be original consignor, or warehouseman, or connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the bill of lading is issued.

Note B: "Consignee" as used in this item means the party to whom carrier is required, by the bill of lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off point, whether he be ultimate consignee, or warehouseman, or connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated in the bill of lading.

Note C: Such charge to apply at each location where additional labor is used and to be for each additional man per vehicle for each day or fraction thereof. The provisions of this section will not apply for Saturdays, Sundays or holidays.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONS

ITEM 565 - FRACTIONS

Unless otherwise provided, to dispose of fractions in computing a rate, omit fractions of less than one-half (1/2) of one cent, and increase to the next whole figure fractions of one-half (1/2) of one cent or greater.

ITEM 570 - IMPRACTICAL OPERATIONS

Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

- (1) The conditions of roads, streets, driveways, alleys or approaches thereto;
- (2) Inadequate loading or unloading facilities;
- (3) Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

ITEM 571 - LAYOVER CHARGES

When at the request of the shipper or consignee, or due to conditions beyond the control of this carrier, equipment and driver must lay-over to the following day at origin or destination (Other than a terminal point of carrier) to perform pickup or delivery service, an additional charge of \$135.00 shall be assessed for each overnight layover.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONS

ITEM 578 - LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE

Except as otherwise provided herein, rates published in this schedule do not include loading or unloading of freight by the carrier.

When carrier is requested by the consignor to perform the loading of the shipment onto the carrier's vehicle, either in whole or in part, and furnishes the services of one man, a charge of \$40.00 per hour or fraction thereof will be assessed per vehicle.

When carrier is requested by the consignee to perform the unloading of the shipment from the carrier's vehicle, either in whole or in part, and furnishes the services of one man, a charge of \$40.00 per hour or fraction thereof will be assessed per vehicle.

Driver will endorse the bill of lading to show the number of hours and the number of men required to load or unload the shipment.

ITEM 595 - MAXIMUM CHARGE

The charge for a shipment of lesser weight shall not exceed the charge for a shipment of the same goods, in the same form or container, from and to the same points, over the same route, of a greater weight.

EXAMPLE: The charge for a shipment weighing 29,990 pounds shall not be greater than the charge for 30,000 pounds of the same commodity at the rate applicable therefor.

ITEM 645 - MIXED SHIPMENTS - TRUCKLOAD OR VOLUME

When a number of different articles (for which rates are provided herein in straight truckload shipments) are shipped together in a truckload, they will be charged for at actual weight and at the straight truckload rate applicable to each article therein. The truckload minimum weight shall be the highest provided for any article in the mixture, and any deficit in such minimum weight will be charged for at the lowest truckload rate applicable to any articles in the shipment.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

---

SECTION 1  
RULES AND REGULATIONS

---

ITEM 650 - SCOPE OF CARRIER'S OPERATING AUTHORITY

Rates and provisions named in this schedule, or as amended, are limited in their application on intrastate commerce to the extent of the operating rights set forth below. Unless specifically provided, the provisions are to be interpreted in the same manner as the Pennsylvania Public Utility Commission interprets the permit from which the following is quoted.

Permit No. A-000109220

To transport, as a contract carrier by motor vehicle, food and related products, and equipment, materials and supplies used in the production and distribution thereof, for Delco Products Corp. t/a Eagle Products from its facilities in the Township of Chester, Delaware County, to points in Pennsylvania and vice versa.

---

Abbreviations and reference marks are explained on last page of schedule.

---

---

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

---

SECTION 1  
RULES AND REGULATIONS

ITEM 680 - PACKAGING OF SHIPMENTS

All shipments transported by this carrier must be packaged in such a manner as to reasonably insure safe delivery. Articles loose (not in packages) will be accepted by the carrier where and when it deems it practicable to do so, but only when necessary dunnage or other packaging materials are furnished by the shipper.

ITEM 710 - TRANSPORTATION OF PALLETS

When commodities are transported on pallets, charges thereon shall be based on the applicable rate and weight of the shipment not including the weight of the pallets.

Pallets so constituting part of the standard equipment of the carrier's vehicle for such shipments may be removed by consignor, provided such consignor replaces in the carrier's vehicle a like number of pallets of identical size and construction in equally good condition, underload; or may be removed by the consignee provided such consignee replaces in the vehicle a like number of pallets of identical size and construction in equally good condition, loaded or empty. Pallets so replaced will become carrier's property as part of the standard equipment of the vehicle in lieu of the carrier's pallets exchanged by consignor or consignee.

ITEM 750 - PICKUP OR DELIVERY SERVICE

Except as otherwise provided, rates published herein include one collection (pickup) of freight from shipper's plant or address and one delivery to plant or address of consignee, provided points of receipt and delivery are accessible to carrier's vehicle.

The rates named herein include pickup and delivery service at all places within the limits of the cities, towns, villages, or other points from, to, or between which the rates apply.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONSITEM 820 - DIVERSION OR RECONSIGNMENT

Shipments transported by this carrier may be diverted or reconsigned in transit, or at destination subject to the following:

1. The term "Diversion or Reconsignment: means:
  - (a) A change in the name of the consignor or consignee.
  - (b) A change in the destination.
  - (c) Any other instructions given by consignor, consignee or owner necessary to effect delivery and requiring an addition in billing or additional movement of the vehicle (see Note).
2. A request for diversion or reconsignment must be made or confirmed in writing.
3. When an order for diversion or reconsignment is received by the carrier while a shipment is in transit, diligent effort will be made to locate the shipment and effect the change desired while in the carrier's possession, but such carrier will not be responsible for failure to effect such change ordered while the shipment is in transit unless such failure is due to the error or negligence of its employees.
4. A charge of \$100.00 will be made for each shipment, each diversion or reconsignment in transit or at destination. (Note).
5. The rate to be applied on the shipment accorded diversion or reconsignment privileges under these rules will be the rate from origin to original destination plus 150 cents per mile from original destination to final destination, subject to a minimum charge of the rate from original origin to final point of destination.

NOTE: There will be no charge on shipments diverted or reconsigned prior to the shipment being dispatched at point of origin.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONS

ITEM 830 - REDELIVERY

When a shipment is tendered for delivery and through no fault of the carrier such delivery can not be accomplished, no further tender will be made except upon request. Additional tenders or final delivery will be subject to the following provisions:

- (a) When shipments are returned to consignor, the return transportation will be charged for at the same rate or charge applicable to the original shipment (less stop-off charges, if any) subject to the truckload rate and minimum weight that applied on the outbound movement.
- (b) When carrier is requested to make redelivery at consignee's place, such redelivery will be subject to redelivery charges of \$200.00 per 24 hours or fraction thereof from the time of refusal of original attempted delivery to the time of completion of redelivery.

ITEM 845 - REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES OR OTHER PROVISIONS

Where reference is made herein to schedules, items, notes, rules or other provisions such reference will include any and all supplementary changes or reissues of such tariff, item, note, rule or other provision.

ITEM 860 - REFUSED, UNCLAIMED OR UNDELIVERED SHIPMENTS

All freight refused or undelivered, for reasons beyond carrier's control, will be handled in accordance with the provisions of the specific bill of lading issued therefor. Notice to shipper of carrier's inability to effect delivery will be given immediately by telephone or telegraph and confirmed in writing within 24 hours. All subsequent movements of such shipment shall be subject to rates, charges and other applicable regulations that were in effect on the date of the outbound movement.

The carrier shall assess a storage charge of \$200.00 per day or fraction thereof commencing with 7:00 A.M. on the day following refusal or the day that the shipment was deemed refused, unclaimed or undelivered to and including the day that the carrier is advised of disposition of the shipment.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONSITEM 900 - STOP-OFF IN TRANSIT

Truckload shipments may be stopped off at origin or at destination or at points directly intermediate between origin and destination (consistent with carrier's given authority), for completion of loading or for partial unloading, subject to conditions as follows (See Note A).

- (a) All freight charges must be paid in full at one time by either the shipper or the consignee named in the bill of lading.
- (b) Only one bill of lading and one shipping order shall be issued for the entire shipment, and such document shall show the name of but one shipper and one consignee and one destination.
- (c) The name of places or addresses at which the vehicle is to be stopped shall be shown either on the body of the bill of lading and shipping order or on a separate paper attached thereto and to be considered a part thereof.
- (d) Unlimited stops shall be permitted, exclusive of the original pickup and final delivery.
- (e) The charge for each stop shall be \$65.00, in addition to the rate provided in paragraph (f) below.
- (f) Except as provided for in Paragraph (g) below, the rate from the original place of shipment to place of final delivery will apply on the total weight of the shipment subject to minimum truckload weight where greater.
- (g) If the rate from any point where a stop is made for completion of loading is higher than the rate from original point of shipment to destination, such higher rate shall apply; or if the rate to any place where a stop is made for partial unloading is higher than the rate to final destination, that higher rate shall apply. The term "rate" as used herein means the amount of freight charges.
- (h) When dual service is performed partial unloading will be permitted only at the points beyond at which the last stop for partial loading is made and further loading of a shipment will be prohibited after it has been partially unloaded.

Note A: When mileage commodity rates are applicable, mileage will be computed from origin to destination via stop-off point or points. When specific commodity rates are applicable, the total distance from initial origin to final destination via the stop-off point or points will apply. (The shortest mileage from initial origin to final destination will be applicable). A charge of 150 cents per mile will be assessed for all miles traveled in excess of the mileage from initial origin to final destination. Mileage to be determined by use of the Official Highway Map of Pennsylvania, distributed by the Department of Highways (See Item 100).

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 1  
RULES AND REGULATIONSITEM 985 - VEHICLE ORDERED BUT NOT USED

When a vehicle has been ordered, but not used in transportation, and has been dispatched from carrier's terminal before cancellation of order is received by carrier, the following will apply:

- (a) A charge of \$1.50 per mile, per vehicle ordered, will apply for the round-trip distance between the carrier's terminal from which the vehicle was dispatched to pick up the shipment, to the designated origin and return to carrier's terminal, subject to a minimum charge of \$100.00 per vehicle.
- (b) If the vehicle is held by the shipper at the specified loading point for more than two hours before the driver thereof is notified of the cancellation, additional charge as provided in Item 500 will apply.

Abbreviations and reference marks are explained on last page of schedule

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 2

THIS SECTION CONTAINS SPECIFIC COMMODITY RATES.

Rates published in this section on the same commodity, from points of origin to destination, will apply regardless of rates between the same points, over the same routes, published in Section 3.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 2  
SPECIFIC COMMODITY RATES  
(In Dollars And Cents Per Vehicle Used, Except As Noted)

ITEM 2100

FOOD AND RELATED PRODUCTS, and equipment, materials and supplies used in the production and distribution thereof.

FROM	TO	TRUCKLOAD RATE MAXIMUM WEIGHT 45,000 POUNDS
Township of Chester	Philadelphia	\$200.00

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 2  
 SPECIFIC COMMODITY RATES  
 (In Dollars And Cents Per Vehicle Used, Except As Noted)

ITEM 2150

FOOD AND RELATED PRODUCTS, and equipment, materials and supplies used in the production and distribution thereof.

FROM	TO	TRUCKLOAD RATE MAXIMUM WEIGHT 45,000 POUNDS
York	Township of Chester	\$325.00

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
 Melvin R. Bradway, President  
 Morton Avenue  
 Rosenhayn, New Jersey 08352

SECTION 2  
SPECIFIC COMMODITY RATES  
(In Dollars And Cents Per Vehicle Used, Except As Noted)

THIS PAGE RESERVED FOR FUTURE USE.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 2

SPECIFIC COMMODITY RATES

(In Dollars And Cents Per Vehicle Used, Except As Noted)

THIS PAGE RESERVED FOR FUTURE USE.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 2  
SPECIFIC COMMODITY RATES  
(In Dollars And Cents Per Vehicle Used, Except As Noted)

THIS PAGE RESERVED FOR FUTURE USE.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 2  
SPECIFIC COMMODITY RATES  
(In Dollars And Cents Per Vehicle Used, Except As Noted)

THIS PAGE RESERVED FOR FUTURE USE.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 2  
SPECIFIC COMMODITY RATES  
(In Dollars And Cents Per Vehicle Used, Except As Noted)

THIS PAGE RESERVED FOR FUTURE USE.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

## SECTION 3

THIS SECTION CONTAINS MILEAGE COMMODITY RATES.

Mileage Commodity Rates published in this section may be used only when no commodity rates (other than Mileage Commodity Rates) are published to apply from and to the same points over the same routes.

When rates are published in Section 2, the rates named in this section on the same commodity from and to the same points, over the same routes will not apply.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

SECTION 3  
MILEAGE COMMODITY RATES  
(In Cents Per Mile, Except As Noted)

ITEM 3100

FOOD AND RELATED PRODUCTS, and equipment, materials and supplies used in the production and distribution thereof.

BETWEEN	AND	* TRUCKLOAD RATE (IN CENTS PER MILE) MAXIMUM WEIGHT 45,000 POUNDS
Township of Chester	All Points in Pennsylvania	125

\* Subject to a Minimum Charge of \$200.00 per vehicle used.

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

## EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

A.M.	Before noon	MC	Motor Carrier
A.Q.	Any quantity	MF	Motor Freight
Assn.	Association	Min.	Minimum
Ave.	Avenue	Mt.	Mount
Bbls.	Barrels	N.	North
Blvd.	Boulevard	NMFC	National Motor Freight Classification
Co.	Company	NMFTA	National Motor Freight Traffic Association
Col.	Column	No.	Number
C.O.D.	Collect on Delivery	NOI	Not otherwise indexed herein
Concl'd	Concluded	NOS	Not otherwise specified
Cont'd	Continued	PA	Pennsylvania
Corp.	Corporation	P.M.	Afternoon
Cu.	Cubic	P.U.C.	Public Utility Commission
Cwt.	100 pounds	Pkgs.	Packages
Cy.	County	P.O.	Post Office
E,	East	R.D.	Rural delivery
e.g.	For example	Rd.	Road
etc.	And so forth	S.	South
gal.	Gallon	St.	Street
I.C.C.	Interstate Commerce Commission	S.U.	Set up
i.e.	That is	TA	Temporary Authority
Inc.	Incorporated	TL	Truckload
Jct.	Junction	Twp.	Township
K.D.	Knocked down	U.S.	United States
K.D.F.	Knocked down flat	Via.	By way of
Lb.	Pound	Viz.	Namely
Lbs.	Pounds	W.	West
Ltd.	Limited	Wt.	Weight
LTL	Less than truckload		

M Weights in thousands of pounds indicated, viz: 30M means 30,000 pounds

◆	Denotes increases
↓	Denotes reductions
▲	Denotes changes which result in neither increases nor reductions in charges
\$	Denotes dollar(s)
¢	Denotes cent(s)
@	Denotes new or addition
●	Denotes no change
%	Denotes percent
&	Denotes and
(B)	Denotes between
(LU)	Denotes shipper load, consignee unload

Abbreviations and reference marks are explained on last page of schedule.

Issued By:  
Melvin R. Bradway, President  
Morton Avenue  
Rosenhayn, New Jersey 08352

April 23, 1993

IN REPLY PLEASE  
REFER TO OUR FILE

BRADWAY TRUCKING INC  
MORTON AVENUE  
PO BOX 385  
ROSENHAYN NJ 08352

In re: A-00109220, F. 1, Am-A - Application of Bradway  
Trucking, Inc.

Gentlemen:

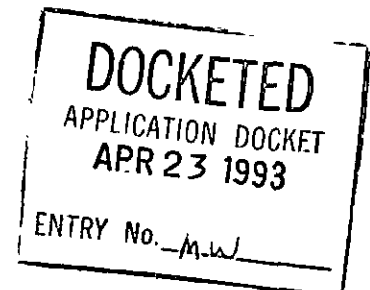
The application filed by you has been captioned as attached and will be submitted for review provided no protests are filed on or before May 17, 1993. If protests are filed, you will be advised as to further procedure.

You are further advised that the above application will be published in the Pennsylvania Bulletin of April 24, 1993.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:rs



A-00109220, Folder 1, Am-A BRADWAY TRUCKING, INC. (Morton Avenue, P.O. Box 385, Rosenhayn, NJ 08352), a corporation of the State of New Jersey - contract carrier - food and related products, and equipment, materials and supplies used in the production and distribution thereof, for Delco Products Corp., t/d/b/a Eagle Products, from its facilities located in the township of Chester, Delaware County, to points in Pennsylvania, and vice versa.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

APR 24 1993

BUREAU OF TRANSPORTATION  
CONTRACT CARRIER  
April 1993

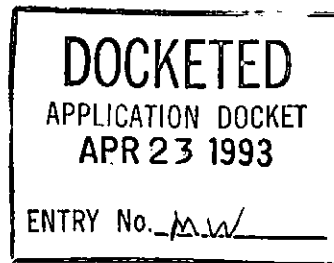
A-00109220  
F. 1  
Am-A

Application of Bradway Trucking, Inc., a corporation of the State of New Jersey, for amendment to its contract carrier permit, for the right to transport, by motor vehicle, food and related products, and equipment, materials and supplies used in the production and distribution thereof, for Delco Products Corp., t/d/b/a Eagle Products, from its facilities located in the township of Chester, Delaware County, to points in Pennsylvania, and vice versa.

NK:11  
4/12/93

Application received: 3/24/93  
Application docketed: 4/7/93

NH



MAY 17 1993

Protests due \_\_\_\_\_