

APPLICATION

A-00109373 F1 AMA



PILLAR · MULROY & FERBER

November 4, 1998

Re: Roan's Transfer, Inc.--Purchase
(Household Goods)--Trenco, Inc.
File No. 2758

Hon. James J. McNulty, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Dear Mr. McNulty:

We enclose for filing the original and two copies of an application on behalf of Roan's Transfer, Inc. to acquire part of the authority (household goods) held by Trenco, Inc. Also enclosed is the filing fee in the amount of \$350.00.

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

Very truly yours,


JOHN A. PILLAR

SW

Enclosures

cc: Roan's Transfer, Inc. (w/encl./Signed Agreement)
Dwight L. Koerber, Jr., Esq. (w/encl.)
Trenco, Inc. (w/encl./Signed Agreement)



PROFESSIONAL CORPORATION · ATTORNEYS
1106 FRICK BUILDING · PITTSBURGH, PA 15219
(412) 471-3300 · FAX: (412) 471-6068

020940

98 NOV -6 AM 10:32
RECEIVED
SECRETARY'S BUREAU

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Roan's Transfer, Inc.
(Applicant/Transferee-Buyer)

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

No. A-00095344, Folder No. _____, issued to

Trenco, Inc.
(Transferor-Seller)

for transportation of property
(persons-property)

DOCKETED
APPLICATION DOCKET

NOV 12 1998

ENTRY No. 12

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Roan's Transfer, Inc.
(Full and correct name of applicant/transferee)

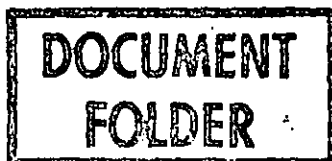
2. N/A
(Trade name, if any)

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

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

3. 2100 Whitney Road
(Business Street Address) (P.O. Box, if any)

Williamsport Lycoming PA 17701 717/322-7553
(City) (County) (State) (Zip) (Telephone)



A-109373
F1
AM-A

PUC USE ONLY

Docket No. 700303

Folder No. 12

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4. Applicant's attorney (for this application) is: JOHN A. PILLER, ESQ.
Pillar Mulroy & Feiser, P.C., 1106 Frick Building, Pittsburgh, PA 15219
412/471-3300
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Thomas E. Roan, President, Roan's Transfer, Inc.
Transferee: 2100 Whitney Road, Williamsport, PA 17701
(Name) (Address)

R. J. Emery, President, Trenco, Inc.
Transferor: 215 Reading Avenue, Williamsport, PA 17701-4172 AND
(Name) (Address)
Dwight L. Koerber, Jr., Esq., 110 N. Second Street, P.O. Box 1320

6. Applicant does hold Pa. PUC authority under Docket Number Clearfield,
(does or does not) PA 16830

A-00109373 and operates as a common carrier.
(common or contract)

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

at Docket No. MC 61849.

8. Applicant is (check one):

☐ Individual.

☐ Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name) (Address)

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

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

None

10. Applicant proposes to acquire part of the operating rights now held
(all or part)
by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons.

11. The reason for the transfer is Transferor does not intend to transport household goods in use and desires to transfer the rights to Transferee, who specializes in the transportation of household goods in use, so that the public interest will be better served.

- 12a. The following must be attached:

- ☒ Sales Agreement.
- ☒ List of equipment to be used to render service. (summarize by type)
- ☒ Operating authority to be transferred/retained. See Appendix "A" to Agreement
- ☒ Statement of Financial Condition.
- ☒ Statement of unpaid business debts of transferor and how they will be satisfied.
- ☒ Statement of safety program.
- ☒ Statement of transferee's experience.

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

- ☐ Partnership Agreement.
- ☐ Trade Name registration certificate.
- ☐ Certificate of Incorporation. (Pa. Corporation only) **ON FILE WITH THE COMMISSION**
- ☐ Certificate of Authority. (Foreign (out-of-state) Corporation only)
- ☐ Statement of corporate charter purpose. (corporations only) **ON FILE WITH THE COMMISSION**
- ☒ List of corporate officers and stockholders. (corporations only)
Thomas E. Roan, President (87.5% stock); Lori A. Roan, Secretary (12.5% stock)
- ☐ Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

13. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

ROAN'S TRANSFER, INC

Transferee sign here:

By:

(each partner must sign)

(Date)

(Corporate Seal)

Thomas E. Roan

Thomas E. Roan Secretary

10/30/98

TRENCO, INC.

Transferor sign here:

By:

R. J. Emery

(Corporate Seal)

R. J. Emery Sec'y

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

COMMONWEALTH OF PENNSYLVANIA :

: SS:

_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

Lycoming County :

Thomas E. Roan, being duly sworn (affirmed) according to law, desposes and says that he is President of Roan's Transfer, Inc.
(Office of Affiant) (Name of Corporation)

that he is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Roan's Transfer, Inc. to be able to prove the same
(Name of Corporation)
the same at the hearing hereof.

Signature of Affiant

Thomas E. Roan

Sworn and subscribed before me this 30th
day of October 19 98

My Commission Expires _____

NOTARIAL SEAL
SHELLY ANN CIPRIANI, Notary Public
Williamsport, Lycoming County, PA
My Commission Expires Feb. 15, 2001

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 ____

My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

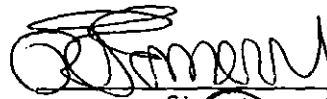
COMMONWEALTH OF PENNSYLVANIA :

: SS:

Lycoming County :

R. J. Emery, being duly sworn (affirmed) according to law,
deposes and says that he is President of Trenco, Inc.;
(Office of Affiant) (Name of Corporation)

that he is authorized to and does make this affidavit for it; and that the facts above set forth
are true and correct; or are true and correct to the best of his knowledge, information and belief
and that he expects the said Trenco, Inc. to be able to prove the
(Name of Corporation)
same at the hearing hereof.



Signature of Affiant
R. J. Emery

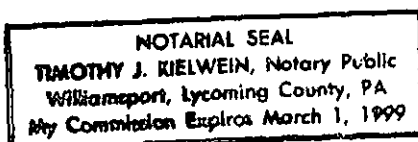
Sworn and subscribed before me this 20

day of October 19 98

My Commission expires March 1, 1999

Timothy J. Kielwein

Signature of Official Administering Oath



A G R E E M E N T

THIS AGREEMENT is made this 30 day of October, 1998, between **ROAN'S TRANSFER, INC.** (BUYER), a Pennsylvania corporation having its principal office in Williamsport, Pennsylvania, and **TRENCO, INC.** (SELLER), a Pennsylvania corporation having its principal office in Williamsport, Pennsylvania.

I. PREMISES

A. SELLER is a motor common carrier of property and holds a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00095344.

B. BUYER is a corporation currently holding PUC operating authority at Docket A-00109373.

C. SELLER has agreed to sell, and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests, and other claims, a portion of SELLER's operating rights at A-00095344 to transport household goods in use, a description of which is attached hereto as Appendix "A" (herein called "the operating rights").

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transfer of the operating rights pursuant to 66 Pa. C.S.A. § 1102 of the Pennsylvania Public Utility Code (herein called "the application").

II. TERMS AND CONDITIONS

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

1. **Purchase Agreement.** SELLER will sell to BUYER, and BUYER will buy, free and clear of all liens, encumbrances, security interests, and other claims, a portion of the operating rights owned by SELLER under its Certificate of Public Convenience issued by the PUC at Application Docket No. A-00095344, as set forth on Appendix "A" hereto. SELLER shall retain all other operating rights it presently holds from the PUC.

2. **Price and Payment.** BUYER will pay to SELLER for the operating rights the total sum of Five Thousand (\$5,000.00) Dollars, to be paid as follows:

2.1 The sum of One Thousand (\$1,000.00) Dollars (herein called the "escrow fund") shall be delivered by BUYER to the escrow agent named herein, upon execution of this Agreement, and held and disposed of in accordance with the terms and provisions of paragraph 3 herein; and

2.2 The balance of the consideration, or Four Thousand (\$4,000.00) Dollars, shall be paid by BUYER to SELLER in cash or by bank cashier's check on the closing date.

3. Escrow Fund

3.1 Escrow Agent. The escrow fund provided for under paragraph 2 is to be deposited in escrow with John A. Pillar, Esq., of Pittsburgh, PA, (herein called "the escrow agent").

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

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

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

3.4 Disposition of Escrow Fund.

(a) *The escrow fund shall be delivered by the escrow agent to SELLER on the closing date upon consummation of this transaction pursuant to the terms of this Agreement.*

(b) The escrow fund shall be returned to BUYER by escrow agent if the transaction is not consummated as a result of the denial of approval of the application by the PUC, or if the Agreement is otherwise terminated or nullified strictly pursuant to the terms hereof.

4. Warranties As To Operating Rights. SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and

effect; the rights are not subject to any liens, encumbrances, security interests or claims of any kind at the execution of this agreement; no liens, encumbrances or security interests will be placed thereon pending consummation of this transaction; and that there are, and on the date of consummation will be, no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority. The parties hereto further agree that if, prior to issuance of an Order by the PUC approving the transfer of the operating rights to the BUYER, (a) the rights are cancelled for reasons beyond the control of SELLER, (b) the transportation of household goods in use becomes deregulated by action of the Pennsylvania State Legislature, or (c) state regulation of the transportation of household goods in use is preempted by federal legislation, this Agreement may be declared null and void by BUYER, the escrow fund shall be delivered to SELLER, and the parties shall have no further rights or obligations hereunder.

5. Application for Approval. The parties agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until final approval is secured from the PUC. Within thirty (30) days after the execution of this Agreement, BUYER and SELLER will promptly file the application for approval.

Counsel for BUYER will prepare and file the necessary PUC application and related exhibits and documents required to seek approval thereof and SELLER shall

assist in such preparation. BUYER agrees to pay all filing fees, printing and reproduction costs and other related expenses in connection with the preparation, filing and prosecution of the application. Otherwise, each party shall bear the expenses of its own counsel and its accountants, if any.

BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application, and agree to join in and execute any and all such applications and other documents, subject to the approval of counsel.

BUYER and SELLER will supply such information as may be required, attend hearings, present testimony, and otherwise cooperate to the end that approval of this transaction may be secured.

6. Approval of Permanent Application Subject to Restrictions. It is the intention of the parties that BUYER will purchase all of the operating rights set forth on Appendix "A", and that SELLER will retain all of its remaining operating rights held by SELLER at Docket No. A-00095344, to transport property; the SELLER acknowledges and agrees that the remaining operating rights it will retain will be restricted against the transportation of household goods in use as set forth in Appendix "A".

If the PUC, by its final order, approves the application subject to conditions which substantially and materially cancel or delete any of the operating rights set forth on Appendix "A" or which substantially and materially restrict or limit their use by

BUYER, BUYER shall have the option to declare this Agreement null and void and forthwith terminate the Agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders.

SELLER acknowledges and agrees that the PUC may, by its final order approving this transaction, limit or delete from the operating rights to be retained by SELLER any authority to transport household goods and/or office furnishings or furniture, in use, and that such deletion or limitation may not constitute a basis for SELLER's refusal to consummate this transaction. If any other condition is imposed on SELLER's retained operating rights by the final order of the PUC which substantially or materially restrict, limit or delete their use, SELLER shall have the same option as BUYER to declare this Agreement null and void by giving BUYER written notice thereof within twenty (20) days after the service date of any such orders.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

7. Denial of the Permanent Application. In the event the PUC, by its final order, should deny approval of the application, this Agreement shall be null and void, provided, however, that if denial is the result of a lack of a finding of fitness of the BUYER, the escrow fund shall be delivered to SELLER and the parties shall have no further rights or obligations under this Agreement.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

8. Appeals. In the event the PUC, by its final order, should deny the application, or if the PUC grants the application subject to conditions of the type set forth in paragraph 6, either party may seek judicial review of those orders to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 6 and 7 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the application is sustained by the court, this Agreement shall be cancelled in accordance with paragraph 7. If the final order of the PUC approving the permanent application, subject to conditions, is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 5 within twenty (20) days after the service of the order or judgment of the last court of review.

If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal, excluding counsel fees of the other party.

For the purposes of this Agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically: (a) in the case of denial of the application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC order, whichever time period is greater, within which petitions for rehearing, reargument, or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval

of such application, the effective date of the order of approval unless stayed by the PUC or by a court.

9. **PUC Assessments.** SELLER warrants that all general assessments heretofore made, or that may be made pursuant to 66 Pa. C.S.A. § 510 of the Pennsylvania Public Utility Code, for any and all operating periods up to the date of consummation of this transaction have been paid, or will be paid. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to processing the transfer application, SELLER agrees to promptly pay any such assessments. If SELLER fails to pay such assessments as provided herein, BUYER may elect to pay the assessment and deduct the sum paid from the purchase price.

10. **No Broker's Fees or Commissions.** BUYER and SELLER agree that there are no claims for any finder's fees or broker's commissions in connection with this transaction. Notwithstanding the foregoing, each of the parties agrees to indemnify the other against, and hold it harmless from, any and all liabilities (including reasonable attorney's fees and expenses incurred in defending such claims) for any finder's fees or broker's commission in connection with the transaction contemplated by this Agreement, insofar as such claim shall be based on arrangements or agreements made, or allegedly made by or on behalf of, the indemnifying party.

11. **No Right of Assignment.** Neither party shall have the right to assign this Agreement to any other party without securing the prior written approval of the other party to the Agreement.

12. **Closing.** This transaction will be consummated on the closing date, which shall be the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the order of the PUC approving the transfer application, or the thirtieth (30th) such day if no other day is selected. The closing shall be held at such location as the parties may mutually agree.

13. **Rights of Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest, assigns, and legal representatives.

14. **Notices.** Any notices, demands, or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail, with return receipt requested, to the parties at the addresses shown below:

BUYER:

Thomas E. Roan, President
Roan's Transfer, Inc.
2100 Whitney Road
Williamsport, PA 17701

SELLER:

R. J. Emery, President
Trenco, Inc.
215 Reading Avenue
Williamsport, PA 17701-4172

A copy of any such communications shall also be mailed to the following
counsel for the parties:

ATTORNEY FOR BUYER:

John A. Pillar, Esq.
Pillar • Mulroy & Ferber, P.C.
1106 Frick Building
Pittsburgh, PA 15219

ATTORNEY FOR SELLER:

Dwight L. Koerber, Jr., Esq.
110 N. Second Street
P. O. Box 1320
Clearfield, PA 16830


Such notice shall be sufficient, whether accepted at the address referred to or not, if tendered at such address during the normal business hours by the United States Postal Service. The addresses may, from time to time, be changed by either party giving written notice pursuant to the terms of this paragraph.


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

16. Entire Agreement of the Parties. This Agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be


17. Paragraph Headings. The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor a limitation on the scope of the particular paragraphs to which they refer.


IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this Agreement the day and year first above stated.

ATTEST:  Sec'y

ATTEST: 

Rail Room secretary

By: 
R. J. Emery, President

By: 
Thomas E. Roan, President

The undersigned Escrow Agent hereby acknowledges receipt of the sum of One Thousand (\$1,000.00) Dollars to be held in accordance with paragraph 3 herein.

John A. Pillar, Esq.
Escrow Agent

APPENDIX "A"
Authority To Be Transferred

Docket A-00095344

46
F1
Am-E
To transport, as a Class D carrier, household goods and office furniture, in use, from points in the City of Williamsport, Lycoming County, and within five (5) miles by the usually traveled highways of the limits of the said city to other points in Pennsylvania, and vice versa, provided that no right, power or privilege is granted to transport said property from the borough of Montoursville, Lycoming County.

11
F1
Am-E
To transport, as a Class D carrier, household goods in use, works of art, fixtures, office furnishings in use, plant equipment and furnishings between points in a territory bounded by and including Williamsport, Montoursville, Picture Rocks, Hughesville, Muncy and Montgomery, Lycoming County.

12
To transport, as a Class D carrier, household goods in use, works of art, fixtures, office furnishings in use, plant equipment and furnishings, from points in the territory bounded by and including Williamsport, Montoursville, Picture Rocks, Hughesville, Muncy and Montgomery, Lycoming County, to other points in Pennsylvania, and vice versa.

14
To transport, as a Class D carrier, household goods in use, works of art, office furniture and fixtures in use, plant equipment and furnishings between points on the route of Halls Station and Muncy, Lycoming County, and Towanda, Bradford County, and intermediate points via Highway Route 642, Hughesville Highway Route 220, Eagles Mere, and within three (3) miles thereof and from points in the said territory to points in Pennsylvania, and vice versa.

16
To transport, as a Class D carrier, household goods in use from points in the city of Lock Haven, Clinton County, to other points in Pennsylvania, and vice versa.

18
To transport, as a Class D carrier, household goods and office furnishings, in use, from points in the borough of Jersey Shore, Lycoming County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough to other points in Pennsylvania, and vice versa, excluding transportation between points in the city of Williamsport, Lycoming County, and the city of Lock Haven, Clinton County.



Roan's-Mayflower

I.C.C. No. NC-61849

Roan's Transfer & Storage / 2100 Whitney Road / Williamsport, PA 17701 / (717) 322-7553 / Fax: (717) 322-6105

AUTO	ST	TER	YR	DESCRIPTION	SERIAL NUMBER	COST	CLASS	STATED AMOUNT	GARAGE LOCATION
10	PA	010	86	INT'L VAN	1H7LDTZN7GHA38219	38000	23499		WILLIAMS
11	PA	010	79	CHEV VAN	C17DDPY155507	26265	33499		WILLIAMS
12	PA	010	80	FORD F SUPER D	2F0LF47M9JCA88175	14865	23499		WILLIAMS
13	PA	010	81	MATLOCK 45' TL	1RMTET459B1002236	17000	68599		WILLIAMS
14	PA	010	85	MATLOCK TRLR	1RMTET481F1003557	16000	68599		WILLIAMS
15	PA	010	93	FREIGHTLINER V	1FV6HL6A2PL490903	42000	33599		WILLIAMS
16	PA	010	93	MACLANDER TRAI	1M1PV1820P1217027	3000	68599		WILLIAMS
17	PA	010	92	FREIGHTLINER	513595	25000	50599		WILLIAMS
18	PA	010	96	CHRYSLER T & C	1C4CP64L2T8491181	25000	7398		WILLIAMS
19	PA	010	96	DODGE RAM PU	3B7HF1372TM125892	15000	03499		WILLIAMS
20	PA	010	91	INT'L TRACTOR	1H5PAG2F4MH355337		33599	8000	WILLIAMS



MEMBER
MAYFLOWER WAREHOUSEMEN'S ASSN



MAYFLOWER
TRANSIT

An agent for Mayflower Transit Inc
I.C.C. No. NC 2934

ROAN'S TRANSFER & STORAGE
STATEMENT OF ASSETS, LIABILITIES AND EQUITY
AUGUST 31, 1998

ASSETS

Current Assets		
Cash in Bank	\$ 56,803.49	
	20,393.19	

Total Current Assets		\$ 77,196.68
Fixed Assets		
Equipment	52,054.67	
Vehicles	191,384.04	
Building & Improvmts	27,676.39	
Accum Depreciation	(169,965.89)	

Total Fixed Assets		101,149.21

Total Assets		\$ 178,345.89
		=====

LIABILITIES AND EQUITY

Current Liabilities		
Notes Payable Equip.	\$ 2,551.68	
Notes Payable Stock	1,275.84	
Notes Payable NCB	5,171.47	
Payroll Tax Withheld	387.56	
Exchange	(1,400.00)	

Total Current Liabilities		\$ 7,986.55
Long Term Liabilities		
Note Payable Equip.	4,028.27	
Note Payable NCB	11,777.13	
Note Payable Stock	2,014.15	

Total Long Term Liabilities		17,819.55

Total Liabilities		25,806.10
Equity		
Capital Stock	3,000.00	
Treasury Stock	(10,000.00)	
Retained Earnings	148,894.58	
Dividends	(37,057.00)	
Current Net Profit (Loss)	47,702.21	

Total Equity		152,539.79

Total Liabilities and Equity		\$ 178,345.89
		=====

See Accountants' Compilation Report

ROAN'S TRANSFER & STORAGE
STATEMENT OF REVENUE AND EXPENSES
FOR THE EIGHT MONTHS ENDED AUGUST 31, 1998

	8-1/8-31-98	%	1-1/8-31-98	%
Income				
Mayflower Commission	\$ 40,446.38	52.43%	\$ 93,444.97	29.37%
Intra State	8,172.64	10.59%	55,625.33	17.48%
Interstate	14,917.31	19.34%	71,766.85	22.56%
Miscellaneous Local	10,670.52	13.83%	80,643.82	25.35%
Storage	2,941.23	3.81%	15,447.23	4.86%
Packing & Crating	0.00	0.00%	737.40	0.23%
Dividend Income	0.00	0.00%	473.19	0.15%
Total Income	77,148.08	100.00%	318,138.79	100.00%
Expenses				
Rent	1,400.00	1.81%	11,200.00	3.52%
Telephone	675.78	0.88%	4,757.55	1.50%
Salaries & Wages	18,658.62	24.19%	105,034.13	33.02%
Office Expense	412.13	0.53%	1,649.83	0.52%
Legal & Accounting	0.00	0.00%	3,180.00	1.00%
Taxes, Other	0.00	0.00%	3,442.78	1.08%
Licenses	58.50	0.08%	3,826.98	1.20%
Dues	0.00	0.00%	758.00	0.24%
Taxes, Payroll	1,416.51	1.84%	14,676.14	4.61%
Electric & Water	150.51	0.20%	1,351.71	0.42%
Insurance	9,836.88	12.75%	44,524.79	14.00%
Warehouse Expense	66.00	0.09%	3,095.12	0.97%
Interest Expense	213.72	0.28%	1,860.75	0.58%
Gas & Oil	1,300.91	1.69%	5,897.91	1.85%
Truck Repairs	1,682.71	2.18%	6,722.40	2.11%
Advertising	945.93	1.23%	2,568.08	0.81%
Packing Material	1,150.19	1.49%	10,859.84	3.41%
Road Expense	1,589.15	2.06%	9,815.39	3.09%
Repairs and Maint	35.00	0.05%	8,665.63	2.72%
Claims	4,008.30	5.20%	5,025.79	1.58%
Real Estate Taxes	1,951.45	2.53%	1,951.45	0.61%
Depreciation	2,411.00	3.13%	17,486.00	5.50%
P U C Fees	1,213.00	1.57%	1,213.00	0.38%
Misc. Expense	411.74	0.53%	873.31	0.27%
Total Expenses	49,588.03	64.28%	270,436.58	85.01%
Net Profit (Loss)	\$ 27,560.05	35.72%	\$ 47,702.21	14.99%

See Accountants' Compilation Report

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR

Transferee is acquiring only a portion of the operating rights of Transferor and no assets. Transferor will continue in business and no debts of Transferor will be adversely affected by this transaction.

ROAN'S TRANSFER, INC.

Safety Program

The safety program of Roan's Transfer, Inc. includes regular safety meetings, screening and road testing of drivers, and drug testing. Our drivers' qualification files are in order. Our equipment is in excellent condition and is well maintained. To the best of Transferee's knowledge, it is currently in compliance with all rules and regulations of the Pennsylvania Public Utility Commission and the Department of Transportation regarding safety.

ROAN'S TRANSFER, INC.

Statement of Transferee's Experience

Applicant/Transferee, Roan's Transfer, Inc., a Pennsylvania corporation, has been in the moving business for many years. Thomas E. Roan, President is thoroughly familiar with the day-to-day operations of a moving company. Applicant/Transferee currently conducts operations under its authority issued by the Pennsylvania Public Utility Commission and is familiar with the regulations of the Pennsylvania Public Utility Commission and is in compliance with all such rules and regulations. Transferee believes it has the experience, personnel, knowledge and equipment to expand its operations as proposed by the instant transfer application.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

PILLAR MULROY & FERBER
ATTN JOHN A PILLAR
1106 FRICK BLDG
PITTSBURGH, PA 15219

DATE 11/16/98
RECEIPT # 195060

Application fees for ROAN'S TRANSFER & STORAGE INC

Docket Number A-00109373F0001AMA..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 3370
CHECK AMOUNT: \$350.00

C. Joseph Meisinger
(for Department of Revenue)

DOCKETED

NOV 19 1998

023118

DOCUMENT
FOLDER

RECEIVED
SECRETARY'S BUREAU
98 NOV 18 PM 3:21

EEF



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

November 17, 1998

JOHN A PILLAR
ATTORNEY AT LAW
1106 FRICK BUILDING
PITTSBURGH PA 15219

In Re: A-00109373, F. 1, AM-A - Application of Roan's Transfer and Storage, Inc.

Dear Sir:

The application cited above has been captioned as attached and will be submitted for review providing no protests are filed on or before December 21, 1998. If protests are filed, you will be advised as to further proceedings.

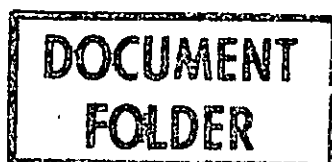
You are further advised that the above application will be published in the Pennsylvania Bulletin of November 28, 1998.

Very truly yours,

Tim Zeigler
Compliance office - Technical Unit
Bureau of Transportation and Safety

cc: Roan's Transfer and Storage, Inc.
2100 Whitney Road
Williamsport, PA 17701

DOCKETED
APPLICATION DOCKET
NOV 17 1998
ENTRY No. <u>72</u>



A-00109373, F. 1, Am-A ROAN'S TRANSFER AND STORAGE, INC.
(2100 Whitney Road, Williamsport, Lycoming County, PA 17701),
a corporation of the Commonwealth of Pennsylvania - household
goods and office furnishings, in use, between points in the
city of Williamsport, Lycoming County, and within five (5)
miles by the usually traveled highways of the limits of said
city: SO AS TO PERMIT the transportation of (1) household
goods and office furnishings, in use, from points in the city
of Williamsport, Lycoming County, and within five (5) miles by
the usually traveled highways of the limits of said city to
other points in Pennsylvania, and vice versa, provided that no
right power or privilege is granted to transport said property
from the borough of Montoursville, Lycoming county; (2)
household goods in use, works of art, fixtures, office
furnishings in use, plant equipment and furnishings, between
points in a territory bounded by and including Williamsport,
Montoursville, Picture Rocks, Hughesville, Muncy and
Montgomery, Lycoming County; (3) household goods in use, works
of art, fixtures, office furnishings in use, plant equipment
and furnishings, from points in a territory bounded by and
including Williamsport, Montoursville, Picture Rocks,
Hughesville, Muncy and Montgomery, Lycoming County, to other
points in Pennsylvania, and vice versa; (4) household goods in
use, works of art, office furnishings and fixtures in use,
plant equipment and furnishings, between points on the route
of Halls Station and Muncy, Lycoming County, and Towanda,
Bradford County, and intermediate points via Highway Route
642, Hughesville Highway Route 220, Eagles Mere, and within
three (3) miles thereof, and from points in the said territory
to points in Pennsylvania, and vice versa; (5) household goods
in use from points in the city of Lock Haven, Clinton County,
to other points in Pennsylvania, and vice versa; and (6)
household goods and office furnishings, in use, from points in
the borough of Jersey Shore, Lycoming County, and within
fifteen (15) miles by the usually traveled highways of the
limits of said borough, to other points in Pennsylvania, and
vice versa, excluding transportation between points in the
city of Williamsport, Lycoming County and the city of Lock
Haven, Clinton County; which is to be a transfer of part of
the rights authorized to Trencos, Inc., under the certificate
issued at A-00095344, subject to the same limitations and
conditions. Attorney: John A. Pillar, 1106 Frick Building,
Pittsburgh, PA 15219.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin NOV 28 1998

BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER
NOVEMBER 1998

A-00109373
F. 1
Am-A

Application of Roan's Transfer and Storage, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, as a common carrier, household goods and office furnishings, in use, between points in the city of Williamsport, Lycoming County, and within five (5) miles by the usually traveled highways of the limits of said city: SO AS TO PERMIT the transportation of (1) household goods and office furnishings, in use, from points in the city of Williamsport, Lycoming County, and within five (5) miles by the usually traveled highways of the limits of said city to other points in Pennsylvania, and vice versa, provided that no right power or privilege is granted to transport said property from the borough of Montoursville, Lycoming county; (2) household goods in use, works of art, fixtures, office furnishings in use, plant equipment and furnishings, between points in a territory bounded by and including Williamsport, Montoursville, Picture Rocks, Hughesville, Muncy and Montgomery, Lycoming County; (3) household goods in use, works of art, fixtures, office furnishings in use, plant equipment and furnishings, from points in a territory bounded by and including Williamsport, Montoursville, Picture Rocks, Hughesville, Muncy and Montgomery, Lycoming County, to other points in Pennsylvania, and vice versa; (4) household goods in use, works of art, office furnishings and fixtures in use, plant equipment and furnishings, between points on the route of Halls Station and Muncy, Lycoming County, and Towanda, Bradford County, and intermediate points via Highway Route 642, Hughesville Highway Route 220, Eagles Mere, and within three (3) miles thereof, and from points in the said territory to points in Pennsylvania, and vice versa; (5) household goods in use from points in the city of Lock Haven, Clinton County, to other points in Pennsylvania, and vice versa;

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER
NOVEMBER 1998

A-00109373
F. 1
Am-A

and (6) household goods and office furnishings, in use, from points in the borough of Jersey Shore, Lycoming County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough, to other points in Pennsylvania, and vice versa, excluding transportation between points in the city of Williamsport, Lycoming County and the city of Lock Haven, Clinton County; which is to be a transfer of part of the rights authorized to Trengo, Inc., under the certificate issued at A-00095344, subject to the same limitations and conditions.

TLZ:tz

11/12/98

Application Received: November 9, 1998

Application Docketed: November 12, 1998

Protests due DEC 21 1998