

APPLICATION

A-00109621 F1 AMA

LAW OFFICES

WICK, STREIFF, MEYER, METZ & O'BOYLE, P.C.

1450 TWO CHATHAM CENTER
PITTSBURGH, PA 15219-3427
(412) 765-1600

TELECOPIER
(412) 281-3783

HENRY M. WICK, JR.
CHARLES J. STREIFF
CARL F. MEYER
LEROY L. METZ, II
DAVID M. O'BOYLE
VINCENT P. SZELIGO
LUCILLE N. WICK
PATRICIA LIPTAK-McGRAIL
DENNIS S. SHILOBOD
WILLIAM H. HUMPHRIES, III
KATHRYN KNEE
TIMOTHY J. GRICKS

June 13, 1991

Re: Independent Equipment Transfer Co., Inc. -
Purchase - Albert H. Sloan
Docket No. A-00108717
Our File 4899.001

*A-109621
F. 1, Am-A*

RECEIVED
JUN 17 1991
SECRETARY'S OFFICE
Public Utility Commission

Mr. Jerry Rich, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

RECEIVED
JUN 17 1991
Pa. P.U.C.
Bureau of Technical Services

Dear Mr. Rich:

We enclose for filing with the Commission signed original and two copies of Application for Approval of Transfer and Exercise of Common or Contract Carrier Rights in connection with the above captioned case. By this application, Independent Equipment Transfer Co., Inc. seeks to purchase all of the common carrier authority of Albert H. Sloan at Docket No. A-00108717.

There is also enclosed a check in the amount of \$350 payable to the Pennsylvania Public Utility Commission for the application filing fee.

Please acknowledge receipt of the enclosed on the duplicate copy of this letter of transmittal and return it to the undersigned in the stamped, self-addressed envelope provided for that purpose.

Very truly yours,

WICK, STREIFF, MEYER,
METZ & O'BOYLE, P.C.

David M. O'Boyle
David M. O'Boyle

**DOCUMENT
FOLDER**

tw
Enclosure
cc: Meg L. Burkhardt, Esq. (w/encl.)
Independent Equipment Transfer Co., Inc. (w/encl.)

*7/2 called atty O'Boyle not in until around 11:00 a.m.
7/2 atty O'Boyle called is going to see about having annual report filed.*

7/8 atty O'Boyle called hold about a week call him back about annual report.

7/22 called atty O'Boyle annual report has not been filed yet.

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED

JUN 17 1991

SECRETARY'S OFFICE
Public Utility Commission

Application of Independent Equipment Transfer Co., Inc.
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

as a common carrier, described at Docket
(common-contract)

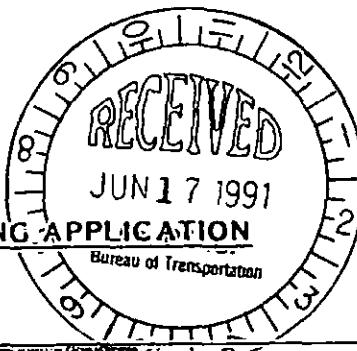
No. A-00108717, Folder No. _____, issued to
100065
Albert H. Sloan

(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY
Docket No. A-109621
Folder No. 1, A m - A

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION



1. Independent Equipment Transfer Co., Inc.
(Full and correct name of applicant/transferee)

2. (Not Applicable)
(Trade name, if any)

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

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

3. R.D. #1, Thoms Run Road Box 865
(Business Street Address) (P.O. Box, if any)

Oakdale Allegheny PA 15071 (412) 221-0808
(City) (County) (State) (Zip) (Telephone)

DOCUMENT
FOLDER

APPL: A-109621

COMPL: active

MVIC: ✓

CHECKED BY MW

F.1 AMENDMENT A

DOCKETED
APPLICATION DOCKET
AUG 1 1991
ENTRY No. MW

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

David M. O'Boyle, Esq.; 1450 Two Chatham Center; Pittsburgh, PA 15219 (412) 765-1600
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: David M. O'Boyle, Esq.; 1450 Two Chatham Center; Pittsburgh, PA 15219
(Name) (Address)

Transferor: Meg L. Burkardt, Esq.; 1000 Ross Avenue; Pittsburgh, PA 15221
(Name) (Address)

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

A- 00109621 and operates as a common carrier.
(common or contract)

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

at Docket No. _____.

8. Applicant is (check one):

Individual.

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

(Name) (Address)

Corporation. Organized under the laws of the State of 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. (See Supplement to Paragraph 12(b)(i), (ii) and (iii))

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

11. The reason for the transfer is Transferor is terminating his certificated motor carrier operations.

12a. The following must be attached:

- Sales Agreement. (See Supplement to Paragraph 12(a)(i))
- List of equipment to be used to render service. (summarize by type) (See Supplement to Paragraph 12(a)(ii))
- Operating authority to be transferred/retained. (See Supplement to Paragraph 12(a)(iii))
- Statement of Financial Condition. (See Supplement to Paragraph 12(a)(iv))
- Statement of unpaid business debts of transferor and how they will be satisfied. (See Supplement to Paragraph 12(a)(v))
- Statement of safety program. (See Supplement to Paragraph 12(a)(vi))
- Statement of transferee's experience. (See Supplement to Paragraph 12(a)(vii))

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

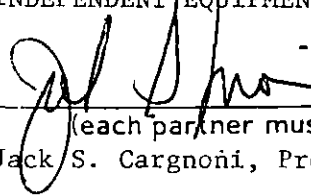
- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only) (See Supplement to Paragraph 12(b)(i))
- Certificate of Authority. (Foreign (out-of-state) Corporation only)
- Statement of corporate charter purpose. (corporations only) (See Supplement to Paragraph 12(b)(ii))
- List of corporate officers and stockholders. (corporations only) (See Supplement to Paragraph 12(b)(iii))
- 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.

INDEPENDENT EQUIPMENT TRANSFER CO., INC.

Transferee sign here:



(each partner must sign)

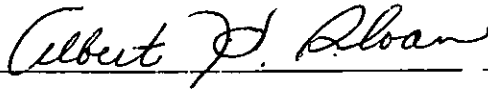
6-10-91

(Date)

(Corporate Seal)

Jack S. Cargnoni, President

Transferor sign here:



5/14/91

(Corporate Seal)

Albert H. Sloan

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

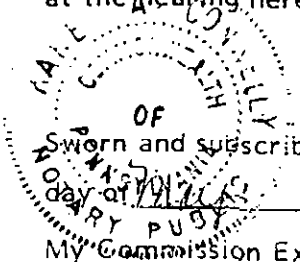
COMMONWEALTH OF PENNSYLVANIA :

: ss:

ALLEGHENY County :

Albert H. Sloan, 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.

Albert H. Sloan
Signature of Affiant
Albert H. Sloan



Sworn and subscribed before me this 14th
day of APRIL 19 91
My Commission Expires _____

Notarial Seal
Karen A. Connelly, Notary Public
Wilkinsburg Boro, Allegheny County
My Commission Expires Dec. 13, 1993
Member, Pennsylvania Association of Notaries

Karen A. Connelly
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

_____ County :

_____, being duly sworn (affirmed) according to law,
deposes and says that he is _____ of _____;
(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 _____ to be able to prove the
(Name of Corporation)

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____
My Commission expires _____

Signature of Official Administering Oath

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/BUYER (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/BUYER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
ALLEGHENY County :

Jack S. Cargnoni, being duly sworn (affirmed) according to law,
deposes and says that he is President of Independent Equipment Transfer Co., 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 Independent Equipment Transfer
Co., Inc. to be able to prove the
(Name of Corporation)

same at the hearing hereof.

Signature of Affiant
Jack S. Cargnoni, President

Sworn and subscribed before me this 10th
day of June 19 91
My Commission expires May 4, 1992.

Salvadore Cargnoni
Signature of Official Administering Oath

SALVADORE CARGNONI, NOTARY PUBLIC
BRIDGEVILLE BOROUGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 4, 1992
Member, Pennsylvania Association of Notaries

INDEX TO SUPPLEMENTS

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

1. Supplement to Paragraph 12(a)(i) - Purchase Agreement
2. Supplement to Paragraph 12(a)(ii) - List of equipment to be used to render service.
3. Supplement to Paragraph 12(a)(iii) - Operating authority to be transferred/retained.
4. Supplement to Paragraph 12(a)(iv) - Statement of financial condition.
5. Supplement to Paragraph 12(a)(v) - Statement of unpaid business debts of transferor and how they will be satisfied.
6. Supplement to Paragraph 12(a)(vi) - Statement of safety program.
7. Supplement to Paragraph 12(a)(vii) - Statement of transferee's experience.
8. Supplement to Paragraph 12(b)(i) - Certificate of Incorporation.
9. Supplement to Paragraph 12(b)(ii) - Statement of corporate charter purpose.
10. Supplement to Paragraph 12(b)(iii) - List of corporate officers, directors and stockholders.

SUPPLEMENT TO PARAGRAPH 12(a)(i)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

PURCHASE AGREEMENT

Attached hereto is the Agreement between Albert H. Sloan and Independent Equipment Transfer Co., Inc. which provides that Transferee shall pay Transferor the sum of Fifteen Thousand (\$15,000.00) Dollars for the involved PUC operating rights.

ASSET PURCHASE AGREEMENT

BETWEEN

ALBERT H. SLOAN

AND

INDEPENDENT EQUIPMENT TRANSFER CO., INC.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (AGREEMENT) is made this 14th day of May, 1991, between Albert H. Sloan, an individual (SELLER), who has his principal place of business located at 3733 Old William Penn Highway, Pittsburgh, PA 15235, and INDEPENDENT EQUIPMENT TRANSFER CO., INC. (BUYER), a Pennsylvania corporation with its principal place of business located at P.O. Box 275, Presto, PA 15142.

I. PREMISES

A. SELLER is a motor common carrier of property and has been issued a Certificate of Public Convenience by the Pennsylvania Public Utility Commission ("PUC") at Docket No. A-00108717 (hereinafter referred to as "Operating Rights"). A copy of said operating rights is attached hereto as Appendix "A".

B. BUYER has pending an application to acquire motor common carrier operating rights, but the PUC has not yet issued to BUYER a Certificate of Public Convenience.

C. SELLER has agreed to sell and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests and other claims, all of SELLER's 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, all of the Operating Rights held by SELLER, under its Certificate of Public Convenience issued by the PUC at Docket No. A.00108717, a copy of which is attached hereto as Appendix "A" and incorporated herein by reference.

2. Price and Payment. BUYER will pay SELLER for the Operating Rights the total sum of Fifteen Thousand (\$15,000.00) Dollars to be paid as follows:

2.1 Five Thousand (\$5,000.00) Dollars (herein called the "hand money") which has been paid by BUYER to SELLER, receipt of which is hereby acknowledged; and

2.2 The balance of consideration of Ten Thousand (\$10,000.00) Dollars, in cash or by certified or cashier's check on the final closing date as defined herein.

3. Application for Approval. The parties hereto agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until such final approval is secured from the PUC.

Accordingly, within thirty (30) days after the execution of this Agreement, the following actions will be taken:

3.1 The parties will jointly file with the PUC this application pursuant to 66 Pa.C.S.A. §1102 seeking permanent approval of the purchase of the Operating Rights from BUYER to SELLER; and

3.2 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 application and other documents, subject to the approval of legal counsel; and

3.3 BUYER and SELLER and their respective counsel 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.

3.4 Each party shall bear the expenses of its legal counsel.

4. Warranties as to Operating Rights. SELLER warrants and guarantees that the Operating Rights have been duly issued by the PUC; that the rights are in full force and effect; that the rights are not subject to any liens, encumbrances, security interests or claims of any kind at the execution of this Agreement; that 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 Rights.

5. SELLER's Representations and Warranties. SELLER represents and warrants as follows:

5.1 SELLER is a motor carrier of property and is lawfully conducting operations under the operating rights. SELLER's operating rights are in good standing with the PUC and there are no citations, formal complaints, investigations or enforcement proceedings pending against SELLER by the PUC, the Department of Transportation or any other regulatory agency with jurisdiction over the SELLER's operations.

5.2 The operating rights are not subject to any prior claims, options to purchase, agreements of sale or other contracts or obligations of purchase, and SELLER will not enter into any such contractual arrangements prior to the final closing date.

5.3 The execution and performance of this Agreement by SELLER will not violate any provisions of law or any other Agreements to which SELLER is a signatory.

6. BUYER's Representations and Warranties. BUYER represents and warrants as follows:

6.1 BUYER is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania, and has full power and authority under its articles of incorporation or charter to engage in the business which it is now conducting.

6.2 The Board of Directors of BUYER has, by proper resolution, duly authorized the execution and delivery of this Agreement, the filing of the necessary applications with the PUC and the performance of such other action as may be required to effectuate the purposes of this Agreement. If required by the bylaws of BUYER, proper shareholder approval has been obtained in connection with this transaction.

6.3 The execution and performance of this Agreement by BUYER will not violate any provision of law or contravene any provisions of the articles of incorporation or bylaws of BUYER.

7. Approval of Permanent Application Subject to Conditions. If the PUC, by its final order, approves the application, subject to conditions which restrict, delete, or cancel any of the operating rights set forth on Appendix "A" or limit their use by BUYER in any way, 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 order. In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this Agreement, as modified, shall remain in full force and effect.

The terms and conditions of this Paragraph shall be subject to the appeal provisions set forth in Paragraph 9.

8. Denial of the Permanent Application. In the event that the PUC by final Order should deny approval of the

application, this Agreement shall be null and void. In such event, 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 9.

9. 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 7, either party may seek judicial review of such a final order to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in Paragraph 8 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 8. If the final order of the PUC approving the permanent application, subject to conditions, is sustained by the court, BUYER or SELLER, as applicable, may exercise their respective rights to terminate as set forth in Paragraph 7 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.

10. Assumption of Liability. This Agreement involves only the purchase of Operating Rights by BUYER from SELLER. Accordingly, BUYER does not assume any claims, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this Agreement.

11. 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 by that date. 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 does not pay such assessments within twenty (20) days after receiving notice thereof from the PUC, BUYER shall have the right to pay the assessment and shall deduct any such payments from the purchase price due on the closing date.

In the event the transaction is not consummated, BUYER shall have the right to pursue its legal remedies to collect any assessment payments made on behalf of SELLER.

12. Closing Date. The closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC, approving the permanent application or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the final closing date. The closing will be held at a time of day and place mutually agreed upon by the parties.

13. Non-Assignability. Neither BUYER nor SELLER may assign its rights under this Agreement, either in whole or in part, without the prior written consent of SELLER.

14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements by SELLER and BUYER shall survive the consummation of this Agreement.

15. Disclosure. There is no fact known to SELLER which might reasonably be expected to have a material adverse effect on the Operating Rights.

16. No Negotiation. While this Agreement is in effect, SELLER agrees not to negotiate or otherwise attempt to transfer or sell the Operating Rights to any person or entity other than BUYER.

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

18. 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:

SELLER:

Albert H. Sloan
3733 Old William Penn Highway
Pittsburgh, PA 15235

BUYER:

Independent Equipment Transfer Co., Inc.
P.O. Box 275
Presto, PA 15142

A copy of any such communication shall also be mailed to the following legal counsel:

Meg L. Burkardt, Esquire
1000 Ross Avenue
Pittsburgh, PA 15221
Attorney for SELLER

David M. O'Boyle, Esquire
Wick, Streiff, Meyer, Metz & O'Boyle, P.C.
1450 Two Chatham Center
Pittsburgh, PA 15219
Attorney for BUYER

Such notice shall be sufficient, whether accepted at the address referred to or not, if tendered at such address 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.

19. Entire Agreement. This Agreement, including Appendix "A" attached hereto, contains the entire agreement between the

parties with respect to the transaction contemplated hereby, and it supercedes all written or oral negotiations, representations, warranties, commitments, offers, bids, solicitations and other understandings prior to the date hereof. No waiver or modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.

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

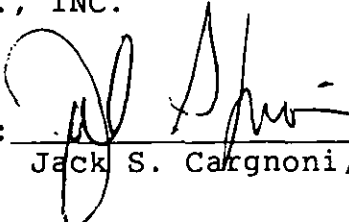
III. EXECUTION

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



Albert H. Sloan

INDEPENDENT EQUIPMENT TRANSFER
CO., INC.

By: 

Jack S. Cargnoni, President

SUPPLEMENT TO PARAGRAPH 12(a)(ii)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

LIST OF EQUIPMENT TO BE USED TO RENDER SERVICE

Applicant owns and operates the following equipment which will be used to provide service pursuant to the proposed operating rights:

INDEPENDENT EQUIPMENT TRANSFER CO., INC.

DUMP TRUCKS

1966 MACK TANDEM DUMP	Serial No.	DM60751166
1978 FORD LT9000 TRIAXLE DUMP	Serial No.	U902VAG7009
1971 FORD LN9000 TANDEM DUMP	Serial No.	U80CVJ93772
1975 FORD LT9000 TANDEM DUMP	Serial No.	U91TVV66809
1970 FORD LN8000 TANDEM DUMP	Serial No.	U80CVH40804

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held June 22, 1989

Commissioners Present:

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

Application of Albert H. Sloan for the transfer of all of the operating rights of Daniel Ikach under the certificate issued at A-00080906 subject to the same limitations and conditions.

A-00108717

Robert F. Burkhardt for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed April 6, 1989. Public notice of the application was given in the Pennsylvania Bulletin of May 6, 1989. The unopposed application is certified to the Commission for its decision without oral hearing.

Albert A. Sloan, an individual, is domiciled at 3733 Old Wm. Penn Highway, city and county of Philadelphia. The applicant owns and will operate five (5) tractors and four dump trailers. An unaudited statement of financial condition submitted by the applicant shows total assets of \$320,043 with total liabilities of \$32,290 leaving owners' net worth of \$287,753.

The total consideration for the rights is \$5,000. No tangible assets are involved. The sales agreement requires the consideration to be paid as follows: \$3,000 upon signing of the sales agreement October 20, 1988 with the remaining \$2,000 to be paid upon approval by this Commission.

A review of the record before us indicates that the applicant possesses the requisite experience, equipment and financial capacity to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re: Byerly, 440 Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947). Since

SUPPLEMENT TO PARAGRAPH 12(a)(iii)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

OPERATING AUTHORITY TO BE TRANSFERRED

By this application, Albert H. Sloan seeks to transfer to Independent Equipment Transfer Co., Inc. all of its PUC operating rights at Docket No. A-00108717. Attached hereto is a copy of Transferor's Certificate.

the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is fit, willing and able to provide the service proposed.

2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public; THEREFORE,

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

To transport, as a Class D carrier, building materials in bulk in dump trucks, coal, slag and soil between points in the counties of Allegheny, Fayette, Westmoreland and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination;

subject to the following condition:

That no right, power or privilege is granted to transport brick to, from or between points in the county of Allegheny.

subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the \$5,000 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative

be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.

4. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
5. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.

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

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending receipt of the 1989-90 Assessment of the transferor.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

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

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor, Daniel Ikach at A-00080906 be cancelled and the record be marked closed.

BY THE COMMISSION,

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

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: June 22, 1989

ORDER ENTERED: JUN 28 1989

SUPPLEMENT TO PARAGRAPH 12(a)(iv)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

STATEMENT OF FINANCIAL CONDITION

Attached hereto is a statement of Applicant's financial condition. This statement indicates that Applicant has sufficient cash assets to pay the purchase price and to begin operating pursuant to the rights.

Applicant does not have an income statement available for for-hire motor carrier operations because it has not started to operate as a for-hire carrier. Applicant recently purchased additional Pennsylvania intrastate operating authority, and the transfer application was approved by the Commission in its Order entered April 16, 1991 at Docket No. A-00109621.

STATEMENT OF FINANCIAL POSITION (Balance Sheet)

as of December 20, 1990

Date

ASSETSCURRENT ASSETS

Cash			\$52,462
Accounts Receivable			
Notes Receivable			
Other current assets (Specify)			
Total current assets			<u>\$52,462</u>

TANGIBLE ASSETS

Land			
Motor Vehicle Equipment	\$56,600		
Less: Accumulated Depreciation	-0-	=	56,600
Buildings and Structures	13,038		
Less: Accumulated Depreciation	-0-	=	13,038
Investments and Funds (Specify)			
Intangible Assets			
Other assets (Such as advances and idle equipment - specify)			
Total Assets			<u>\$122,100</u>

LIABILITIESCurrent Liabilities (liabilities due within one year of date)

Accounts Payable			
Notes Payable - Stockholders			\$122,000
Equipment Obligations			
Other Liabilities (attach schedule)			
Total Current Liabilities			

Long Term Liabilities (liabilities due after one year of date)

Accounts Payable			
Notes Payable			
Equipment Obligations			
Other Liabilities (attach schedule)			
Total Long Term Liabilities			

Total Liabilities

Net Worth (partnerships & individuals)

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)			100
Additional paid-in capital			
Retained Earnings (Corporations only)	-0-		
Less: Treasury Stock		=	-0-
Total Owner's Equity (Corporations only)			<u>100</u>

Total Liabilities & Owner's Equity

\$122,100

SUPPLEMENT TO PARAGRAPH 12(a)(v)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR

Upon consummation of this transaction, Transferor will receive total cash in the amount of \$15,000.00 as consideration for the sale of the involved Pennsylvania intrastate operating authority. In addition, Transferor has other assets. It is anticipated that the proceeds of this transaction and Transferor's other assets will be adequate to satisfy the obligations of Transferor.

SUPPLEMENT TO PARAGRAPH 12(a)(vi)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

STATEMENT OF SAFETY PROGRAM

Applicant employs several full-time, certified mechanics who will be used to maintain and repair the equipment used in connection with the proposed operation. Applicant is aware that the Commission has various regulations with respect to the safe operation of motor vehicle equipment. Applicant is also aware that, as a certificated carrier, Applicant will have to abide by all of the applicable safety regulations. Applicant intends to conduct the proposed operation in full compliance with those regulations if this application is approved.

SUPPLEMENT TO PARAGRAPH 12(a)(vii)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

STATEMENT OF TRANSFEREE'S EXPERIENCE

Transferor's operating rights authorize transportation of building materials in bulk and dump trucks as well as certain other commodities, such as coal, slag and commodities which are usually transported in dump vehicles. Applicant has had many years of experience in operating dump vehicles in connection with private carriage operations in connection with construction work. Applicant is very familiar with how to operate dump vehicle equipment.

SUPPLEMENT TO PARAGRAPH 12(b)(i)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

CERTIFICATE OF INCORPORATION/ARTICLES OF INCORPORATION

Attached hereto is Applicant's Articles of Incorporation which indicates that Applicant was incorporated under the laws of the Commonwealth of Pennsylvania on December 4, 1990.

Microfilm Number _____

Entity Number _____

DEC 04 1990

Filed with the Department of State on

Christopher A. Lewis

Secretary of the Commonwealth

ARTICLES OF INCORPORATION

Indicate type of domestic corporation (stock code):

Business-stock (18 Pa. C.S. § 1803)

Professional (18 Pa. C.S. § 2803)

Business-nonstock (18 Pa. C.S. § 2102)

Managers (18 Pa. C.S. § 2701)

Business-statutory class (18 Pa. C.S. § 2304a is applicable)

Cooperative (18 Pa. C.S. § 7701)

1. The name of the corporation is: Independent Equipment Transfer Co., Inc.

This corporation is incorporated under the provisions of the Business Corporation Law of 1988.

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

(a) RD #1 Box 865 Oakdale PA 15071 Allegheny
Number and Street City State Zip County

(b) _____
Name of Commercial Registered Office Provider County

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

3. The aggregate number of shares authorized is: 1,000 (other provisions, if any, attach 8 1/2 x 11 sheet)

Name	Address	Signature	Date
<u>Jack S. Carroni</u>	<u>1393 Penavento Dr.</u>	<i>Jack S. Carroni</i>	<u>11/30/90</u>

5. The specified effective date, if any, is: Incorporation date
month day year hour, if any

6. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

7. Statutory class corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "Public Offering" within the meaning of the Securities Act of 1933 (16 U.S.C. § 77A et seq.).
N/A

8. Business cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: N/A

SUPPLEMENT TO PARAGRAPH 12(b)(ii)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

STATEMENT OF CORPORATE CHARTER PURPOSE

Applicant is incorporated under the provisions of the Business Corporation Law of 1988 and it is deemed to have an all-purpose clause which authorizes the corporation to have unlimited power to engage in and to do any lawful business for which corporations may be incorporated.

SUPPLEMENT TO PARAGRAPH 12(b)(iii)

INDEPENDENT EQUIPMENT TRANSFER CO., INC. - PURCHASE -
ALBERT H. SLOAN

LIST OF CORPORATE OFFICERS, DIRECTORS AND STOCKHOLDERS

The corporate officers, directors and stockholders of Applicant are as follows:

Jack S. Cargnoni, President & Director - 33 1/3% of outstanding stock

James G. Cargnoni, Vice President & Director - 33 1/3% of outstanding stock

Salvadore Cargnoni, Secretary/Treasurer & Director - 33 1/3% of outstanding stock

LAW OFFICES

WICK, STREIFF, MEYER, METZ & O'BOYLE, P.C.

HENRY M. WICK, JR.
CHARLES J. STREIFF
CARL F. MEYER
LEROY L. METZ, II
DAVID M. O'BOYLE
VINCENT P. SZELIGO
LUCILLE N. WICK
PATRICIA LIPTAK-McGRAIL
WILLIAM H. HUMPHRIES, III
KATHRYN KNEE
TIMOTHY J. GRICKS

1450 TWO CHATHAM CENTER
PITTSBURGH, PA 15219-3427
(412) 765-1600

FACSIMILE
(412) 281-3783

July 24, 1991

A-109621
F. I. Am-A

Re: Independent Equipment Transfer Co., Inc. -
Purchase - Albert H. Sloan
Docket No. A-00108717
Our File 4899.001



Ms. Marlene Wendt
Application Section
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Dear Ms. Wendt:

Enclosed is a copy of the 1990 Annual Report for Albert H. Sloan which I understand was forwarded to the Commission for filing on July 22, 1991. Upon confirming that this Annual Report has been received by the Commission, I understand that you will proceed to process the transfer application of Independent Equipment Transfer Co., Inc. in connection with the above case.

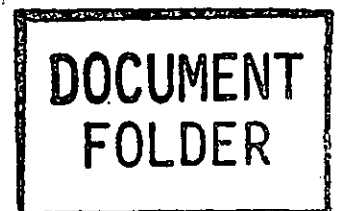
If you have any questions, please contact me.

Very truly yours,

WICK, STREIFF, MEYER,
METZ & O'BOYLE, P.C.

David M. O'Boyle
David M. O'Boyle

tw
Enclosure
cc: Meg L. Burkardt, Esq.
Independent Equipment Transfer Co., Inc.



N/A TRUCK NOT IN SERVICE
OPERATING REVENUES

Show hereunder the revenues derived by the carrier during the year from transportation service and for service incident thereto classified between intrastate and interstate revenues and in accordance with the accounts contained in the Uniform System of Accounts.

Classification	Revenues From Intrastate (PA) Operations (Omit Cents)			Revenues From Interstate Operations (Omit Cents)			Total Revenues (Omit Cents)		

TRANSPORTATION OF PROPERTY
Freight Revenue — Intercity —									
Freight Revenue — Local Cartage									
Total Revenue — Transportation of Property									
Other Operating Revenue — Submit Detail									
Total Operating Revenues									

COMPARATIVE INCOME STATEMENT (omit cents)

1. State the Income of the carrier classified in accordance with the instructions prescribed in the Uniform System of Accounts.
2. Enter in Column (c) the Income applicable to the year covered by this report; in Column (d) enter the Income applicable to the preceding year and in Column (e) enter the difference between Columns (c) and (d). Current year excesses over previous year figures shall be shown in black and the decreases shown in red (or in black followed by appropriate symbol).
3. If the increases and decreases are in anywise inconsistent with previously reported figures, explain under Explanatory Remarks.

Description	Amounts Applicable To The Year Covered By This Report (c)			Comparison With Preceding Year					
				Amount (d)			Difference Increase — Black Decrease — Red (e)		
(b)
I. CARRIER OPERATING INCOME
Revenues:									
Operating Revenues (A)									
Expenses:									
*Operation and Maintenance Expenses (Total From Page 4)									
Depreciation Expense									
Amortization Chargeable to Operations									
Operating Taxes and Licenses									
Operating Rents									
(Gain) or Loss on Disposition of Operating Assets									
Total (B)									
Net Operating Revenue									
II. OTHER INCOME
Net Income from Non-Carrier Operations									
Net Income from Non-Operating Property									
Interest Income									
Dividend Income									
Income from Sinking and Other Funds									
Other Non-Operating Income									
Total Other Income									
Gross Income									
III. INCOME DEDUCTIONS
Interest on Long-Term Obligations									
Other Interest Deductions									
Taxes Assumed on Interest									
Amortization of Debt Discount and Expenses									
Amortization of Premium on Debt — Credit									
Other Deductions									
Total Income Deductions									
Net Income Before Income Taxes									
Provision for Income Taxes (C)									
Net Income (or Loss) Transferred to Earned Surplus									
Operating Ratio Before Income Taxes (B) ÷ (A)									
Operating Ratio After (Gain) or Loss on Disposition of Operating Assets =									

EXPLANATORY REMARKS — Comparative Income Statement

This space may be used by the carrier in furnishing additional data in support of any item appearing in the above Income Statement which by reason of its unusual character justifies an explanation.

N/A

OPERATION AND MAINTENANCE EXPENSES (omit cents)

Show hereunder the operating and maintenance expenses of the carrier for the year covered by this report, classified in accordance with the Uniform Systems of Accounts for Carriers of passengers and/or property by motor vehicle.

Account Title (b)	Total (c)			Account Title (b)	Total (c)		
EQUIPMENT MAINTENANCE AND GARAGE EXPENSE	**	***	***	INSURANCE AND SAFETY EXPENSE (Continued)	**	***	***
Supervision of Shop and Garage				Workmen's Compensation — Self Insurance			
Repairs to Shop and Garage				Baggage and Express or Cargo Insurance			
Operation and Maintenance of Service Equipment				Baggage and Express or Cargo Loss and Damage			
Repairs to Shop and Garage Buildings and Grounds				Fire and Theft Insurance			
Light, Heat, Power and Water for Shops and Garages				Other Insurance			
Other Shop and Garage Expenses				Total			
Repair to Revenue Equipment				ADMINISTRATIVE AND GENERAL EXPENSE	**	***	***
Servicing of Revenue Equipment				Salaries of General Officers			
Tires and Tubes — Revenue Equipment				Expenses of General Officers			
				Salaries of General Office Employees			
				Expenses of General Office Employees			
				Law Expenses			
Total	**	***	***	General Office Supplies and Expenses			
TRANSPORTATION EXPENSE	**	***	***	Communication Service			
Supervision of Transportation				Outside Auditing Expenses			
Drivers and Helper's Wages and Bonuses				Employees' Welfare Expenses			
Fuel for Revenue Equipment				Purchasing and Store Expenses			
Oil for Revenue Equipment				Other General Expenses			
Purchased Transportation — Submit Detail				Management and Supervision Fees and Expenses (Supply Detail)			
Road Expense				Franchise Requirements — Debit			
Bridge, Tunnel and Ferry Tolls				Franchise Requirements — Credit			
Wages of Miscellaneous Transportation Employees				Other Regulatory Commission Expenses			
Other Transportation Expense				Uncollectible Revenues			
Total	**	***	***				
TERMINAL OR STATION EXPENSE	**	***	***				
Salaries and Commissions (Passenger) — Terminal Employees (Property)							
Supplies and Expenses							
Repairs to Station Buildings or Terminals and Equipment							
Commission Agents and Connecting Lines							
Commissions Paid							
Other Expenses Allowed							
Interline Commissions Paid							
Interline Commission Earned — Credit							
Collection and Delivery							
Purchased Collection and Delivery or Local Cartage							
Total	**	***	***				
TRAFFIC SOLICITATION OR SALES, TARIFFS & ADV. EXP.	**	***	***				
Sales and Expenses							
Tariffs and Schedules							
Tickets and Baggage Checks							
Other Traffic or Sales Expenses							
Advertising							
Total	**	***	***				
INSURANCE AND SAFETY EXPENSE	**	***	***				
Salaries and Expenses — Insurance and Safety							
Public Liability and Property Damage Insurance							
Injuries and Damages							
Workmen's Compensation — Insurance							

Total
*Grand Total (Enter on Page 3)

HOUSEHOLD GOODS CARRIERS ONLY	
Transported Distances	Intrastate Revenue (PA)
40 miles or less	\$ _____
over 40 miles	\$ _____
Total	\$ _____



PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG, PENNSYLVANIA 17120

STATEMENT OF OPERATING REVENUES FOR GENERAL ASSESSMENT
PURPOSES OF COMMON CARRIER OF PROPERTY
AND/OR PERSONS BY MOTOR VEHICLE

ASSESSMENT REPORT
FORM MT-90

700065

TK

SLOAN, ALBERT H.
3733 OLD WM. PENN HIGHWAY
PITTSBURGH PA 15235

P.U.C. Certificate No. 108717

I.C.C. Permit No. _____

Did you operate during all
of 1990

If not, show operating period
NOT OPERATED IN 1990

(Property _____ (Both _____

Do you haul

(Persons _____

**THIS REPORT MUST BE FILED ON OR BEFORE MARCH 31, 1991 . NO EXTENSIONS
IF THIS REPORT IS NOT FILED THE COMMISSION WILL ESTIMATE YOUR INTRASTATE
OPERATING REVENUES AND ISSUE A BINDING ASSESSMENT UPON SAID BASIS.**

GROSS OPERATING REVENUES

CALENDAR YEAR
1990

- Total gross operating revenues earned from operating as a common carrier of property and/or persons, as shown by competent records. If you had no revenue, insert NONE .
- Deduct: Operating revenues earned from interstate operations and/or revenues exempt under the Public Utility Code
DO NOT DEDUCT EXPENSES.
- Balance: Gross intrastate operating revenues, on which assessment will be based under Section 510 of the Penna. Public Utility Code. (omit cents)

\$ _____

\$ _____

\$ NONE

**THE SOURCE OF YOUR GROSS OPERATING REVENUE AS SHOWN ON
LINE 1 MUST BE SHOWN IN THE PROPER COLUMNS ON THE REVERSE
SIDE OF THIS REPORT. MISCELLANEOUS (OTHER) OPERATING REVENUE
MUST BE ITEMIZED ON THE REVERSE SIDE HEREOF.**

COPY FOR YOUR FILES

The method of computation of intrastate operating revenue is as follows:

- a. () Actual Records
- b. () Estimated
- c. () Other (Explain)

OPERATING REVENUES

Show hereunder the revenues derived by the carrier during the year from transportation service and for service incident thereto classified between intrastate and interstate revenues and in accordance with accounts contained in the Uniform System of Accounts.

CLASSIFICATION	Revenues from Intrastate (PA) Operations	Revenues from Interstate Operations	Total Revenues
TRANSPORTATION OF PASSENGERS	*****	*****	*****
Passenger Revenue:	*****	*****	*****
Schedule route service			
Group and party service			
Call or demand service			
Limousine service			
Airport transfer service			
Para-Transit service			
Other Revenue:	*****	*****	*****
Baggage, mail, express, newspapers, etc.			
Total			
Other Revenue: School Contracts			
Total Revenue - Passengers			
Senior citizens grant included in above			
Purchase of Service agreement included in above			
Other subsidies included in above			
TRANSPORTATION OF PROPERTY	*****	*****	*****
Freight Revenue - Common Carrier - Intercity			
Freight Revenue - Local Cartage			
Total Revenue - Property			
Other Operating Revenue - Submit Detail			
Total Revenues			

GROSS OPERATING REVENUES

1. Total gross operating revenues earned from operating as a common carrier of property and/or persons, as shown by competent records. If you had no revenue, insert "NONE". \$ _____
2. Less gross operating revenues earned from interstate operations. DO NOT DEDUCT EXPENSES. \$ _____
3. Gross intrastate revenue before exemptions. \$ _____
4. Less exemptions (Itemize below). \$ _____
5. Balance: Intrastate gross operating revenues, on which assessment will be based under Section 510 of the Public Utility Code. (Subtract line 4 from line 3 and enter this amount on line 3 on face of form.) \$ _____



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

July 26, 1991

IN REPLY PLEASE
REFER TO OUR FILE

David M. O'Boyle
Attorney at Law
1450 Two Chatham Center
Pittsburgh, PA 15219-3427

*A-109621
F. 1, Am-A*

Re: Application of Independent Equipment Transfer Co., Inc. (transferee) *A-109621*
Albert H. Sloan A-00108717 (transferor)

Dear Sir:

I took the submitted copy of your PUC Annual Report to our Annual Report Section. They informed me that it was unacceptable. I recommend that you contact them directly at (717)787-3964 to correct the problem.

I will hold your application for 30 days awaiting the filing of an acceptable annual report. At the end of that time, if no acceptable Annual Report is filed, I will have to return the application and the filing fee.

Very truly yours,

Marlene Wendt, Application Examiner
Application Section
Bureau of Transportation

*MW
8/11/91
att. O'Boyle called
to inform me that
there was an acceptable
Annual Report filed.*

**DOCUMENT
FOLDER**

August 16, 1991

IN REPLY PLEASE
REFER TO OUR FILE

DAVID M O BOYLE
ATTORNEY AT LAW
1450 TWO CHATHAM CENTER
PITTSBURGH PA 15219-3427

In re: A-00109621, F. 1, Am-A - Application of Independent Equipment
Transfer Co., Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf
of Independent Equipment Transfer Co., Inc. for the rights of Albert H.
Sloan.

The application has been captioned as attached and will be
submitted for review, provided no protests are filed on or before
September 9, 1991. If protests are filed, you will be advised as to further
procedure.

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

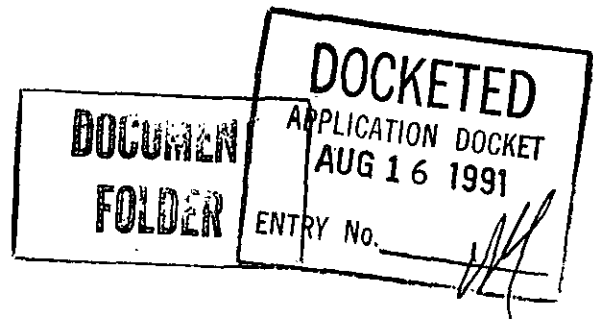
You are further advised that the above application will be
published in the Pennsylvania Bulletin of August 17, 1991.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:kmb

cc: Applicant
R.D. #1, Thomas Run Road
Box 865
Oakdale, PA 15071



A-00109621, Folder 1, Am-A INDEPENDENT EQUIPMENT TRANSFER CO., INC. (R.D. #1, Thomas Run Road, Box 865, Oakdale, Allegheny County, PA 15071), a corporation of the Commonwealth of Pennsylvania, inter alia - materials used in the manufacture of plastic insulation from points in Pennsylvania to points in the counties of Allegheny, Beaver and Westmoreland: SO AS TO PERMIT the transportation of building materials in bulk in dump trucks, coal, slag and soil between points in the counties of Allegheny, Fayette, Westmoreland and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; subject to the following condition: That no right, power or privilege is granted to transport brick to, from or between points in the county of Allegheny; which is to be a transfer of the right authorized under the certificate issued at A-00108717 to Albert H. Sloan, subject to the same limitations and conditions. Attorney: David M. O'Boyle, 1450 Two Chatham Center, Pittsburgh, PA 15219-3427.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin AUG 17 1991

BUREAU OF TRANSPORTATION
COMMON CARRIER
AUGUST 1991

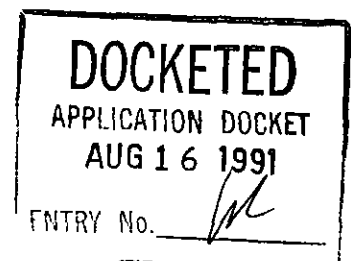
A-00109621
F. 1
Am-A

Application of Independent Equipment Transfer Co., Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, materials used in the manufacture of plastic insulation from points in Pennsylvania to points in the counties of Allegheny, Beaver and Westmoreland: SO AS TO PERMIT the transportation of building materials in bulk in dump trucks, coal, slag and soil between points in the counties of Allegheny, Fayette, Westmoreland and Washington, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; subject to the following condition: That no right, power or privilege is granted to transport brick to, from or between points in the county of Allegheny; which is to be a transfer of the right authorized under the certificate issued at A-00108717 to Albert H. Sloan, subject to the same limitations and conditions.

MW:kmb
8/5/91

Application received: 6/17/91
Application docketed: 8/1/91

NH



SEP - 9 1991

Protests due _____