

APPLICATION

A-00113657 F1 AM B

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PITTSBURGH, PA 15235-3208  
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August 4, 1998

Re: Application of Jenks Inc., t/d/b/a  
Georgia P. Carroll Moving Company -  
Purchase - Michael M. Schaefer PUC Rights  
Docket No. A-00113647  
Our File 6117.004

000963

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

Dear Mr. McNulty:

Enclosed for filing with the Commission is the signed original and two (2) copies of Application for Approval of Transfer and Exercise of Common Carrier or Contract Rights. By this Application, Jenks Inc., t/d/b/a Georgia P. Carroll Moving Company requests authorization to purchase all of the operating authority issued to Michael M. Schaefer at Docket No. A-00114723.

RECEIVED  
SECRETARY'S OFFICE  
98 AUG -6 AM 11:45

We are enclosing our Firm's check in the amount of \$350.00 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 self-addressed, stamped envelope which has been provided for that purpose.

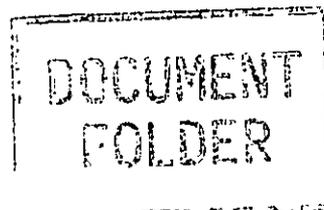
Very truly yours,

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

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

DOB/pam  
Enclosures  
PAWPDOCS\DOB\1998\61173082.LTR

cc: Mr. Michael M. Schaefer  
Georgia P. Carroll Moving Company



//

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

000969

702310

Application of Jenks, Inc., t/d/b/a Georgia P. Carroll Moving Company  
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

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

No. A-00114723, Folder No. \_\_\_\_\_, issued to

Michael M. Schaefer  
(Transferor - Seller)  
for transportation of household goods  
(persons-household goods)

DOCKETED  
APPLICATION DOCKET  
AUG 11 1998  
ENTRY NO. 72

RECEIVED  
SECRETARY'S BUREAU

98 AUG -6 AM 8:01

**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

1. Jenks, Inc.  
(full and correct name of applicant/transferee)

2. Georgia P. Carroll Moving Company  
(Trade name, if any)

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

on 12/06/96 (attach copy of stamped registration form). (See Supplement to Paragraph 12(b)(1))  
(date)

3. 42 Ridgecrest Drive  
(Business street address) (P.O. Box, if any)

Pittsburgh Allegheny Pennsylvania 15235-4548 (412)823-6887  
(City) (County) (State) (zip) (Telephone)

4. Applicant's attorney (for this application) is:  
Wick, Streiff, Meyer, O'Boyle & Szeligo, P.C.  
David M. O'Boyle 1450 Two Chatham Center, Pittsburgh, PA 15219 (412) 765-1600  
(Name) (Address) (Telephone)

DOCUMENT  
FOLDER

A-113657  
F1  
HAM-B

5. Any documents should be mailed to:

Wick, Streiff, Meyer, O'Boyle & Szeligo, P.C.  
1450 Two Chatham Center, Pittsburgh, PA 15219-3427

Transferee: David M. O'Boyle  
(Name)

(Address)

Transferor: Michael M. Schaefer  
(Name)

P.O. Box 532, West Elizabeth, PA 15088  
(Address)

6. Applicant does hold Pa. P.U.C. authority under Docket Number  
(does or does not)

A-00113647 and operates as a common carrier.  
(common or contract)

7. Applicant does not hold Interstate Commerce Commission authority at Docket No. \_\_\_\_\_  
(does or does not)

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 February 19, 1991 (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 stockholder 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.

10. Applicant proposes to acquire all of the operating rights now held by transferor. Attach sheet  
(all or part)

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 Mr. Schaefer is interested in selling all of his  
PUC household goods operating rights.

12a. The following must be attached:

- Sales Agreement. (See Supplement to Paragraph 12(a)(1))
- List of equipment to be used to render service. (summarize by type) (See Supplement to Para. 12(a)(2))
- Operating authority to be transferred business. (See Supplement to Paragraph 12(a)(3))
- Statement of Financial Condition. (See Supplement to Paragraph 12(a)(4))
- Statement of unpaid business debts of transferor and how they will be satisfied. (See Supp. to Para. 12(a)(5))
- Statement of safety program. (See Supplement to Paragraph 12(a)(6))
- Statement of transferee's experience. (See Supplement to Paragraph 12(a)(7))

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

- Partnership Agreement.
- Trade Name registration certificate. (See Supplement to Paragraph 12(b)(1))
- Certificate of Incorporation. (Pa. Corporation only). (See Supplement to Paragraph 12(b)(2))
- Certificate of Authority. (Foreign (out-of-state) Corporation only).
- Statement of Corporate charter purpose. (Corporations only) (See Supplement to Paragraph 12(b)(3))
- List of Corporate officers and stockholders. (corporation only) (See Supplement to Paragraph 12(b)(4))
- Copy of short form certificate showing date of death of transferor and name of executor administrator/administratrix.

13. Transferor attests that all general assessments and fines are paid, 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.  
Jenks, Inc., t/d/b/a Georgia P. Carroll Moving Company

Transferee sign here:

Cecelia A. Jenkins  
(each partner must sign) (Date)

Cecelia A. Jenkins, President

(Corporate Seal)

Transferor sign here:

Michael M. Schaefer  
Michael M. Schaefer

(Corporate Seal)

VERIFICATION OF APPLICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

**TRANSFEROR (SELLER)**

Michael M. Schaefer *Michael M Schaefer*  
\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

**TRANSFeree (BUYER)**

Cecelia A. Jenkins, Pres. *Cecelia A. Jenkins*  
\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

This section must be completed by a representative of the transferor and transferee, if a sole - proprietor by the individual; by all partners, if a partnership; or by the President or Secretary if a corporation.

Supplement To Paragraph 12(a)(1)

SALES AGREEMENT

Attached hereto is a copy of the Agreement of Sale entered into by Transferor, Michael M. Schaefer and Transferee Jenks, Inc., t/d/b/a Georgia P. Carroll Moving Company. This Agreement provides that Transferee shall pay the sum of \$6,000 to Transferor for the PUC operating rights which are the only assets involved in this transaction.

## AGREEMENT OF SALE

This Agreement of Sale ("Agreement") is made this 3rd day of August, 1998, between Michael M. Schaefer, an individual whose business address is P. O. Box 532, West Elizabeth, PA 15099 ("Seller"), and Jenks, Inc., t/d/b/a Georgia P. Carroll Moving Company, a Pennsylvania corporation with its principal place of business located at 42 Ridgecrest Drive, Pittsburgh, PA 15235 ("Buyer").

### I. PREMISES

A. Seller is a motor common carrier of household goods and holds a Certificate of Public Convenience ("Certificate") issued by the Pennsylvania Public Utility Commission ("PUC") at Docket No. A-00114723, a copy of which is attached hereto as Exhibit "A".

B. Seller desires to sell and Buyer agrees to buy, free and clear of all liens, encumbrances, security interests and other claims, Seller's PUC Certificate.

C. 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 Certificate from Seller to Buyer.

NOW, THEREFORE, Buyer and Seller enter into this Agreement for the purpose of setting forth the terms of the sale, the assets to be purchased and the representations and warranties of the parties.

### II. TERMS AND CONDITIONS

In consideration of the mutual representations, warranties, covenants and promises contained in this Agreement, Buyer and Seller agree 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, the household goods operating rights ("Operating Rights") owned by Seller pursuant to its Certificate issued by the PUC at Docket No. A-00114723, which is set forth as Appendix "A" hereto.

**2. Price and Payment.** Buyer will pay to Seller for the Operating Rights the total sum of SIX THOUSAND (\$6,000.00) DOLLARS to be paid as follows:

2.1 Upon execution of this Agreement, Buyer shall deposit in an escrow account the purchase price of SIX THOUSAND (\$6,000) DOLLARS.

2.2 Within 30 days of the date that a final order, which is not appealed, is issued granting the transfer application, the funds in the escrow account shall be released and paid to Seller on the Closing Date.

2.3 In the event that Buyer exercises its option in a timely matter to rescind this Agreement, due to the filing of one or more protests, the funds in the escrow account shall immediately be released and refunded to Buyer.

**3. Application for PUC Approval.** The parties agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated or closed until such final approval is secured from the PUC. Accordingly, within 15 days after the execution of this Agreement, the parties shall file with the PUC an application seeking permanent approval of the purchase of the operating rights by Buyer from Seller. Buyer shall be responsible for preparation and filing of the transfer application and shall pay all filing fees.

3.1 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 the application and any other necessary documents.

3.2 Buyer and Seller will supply such information as may be reasonably required, and the parties shall attend hearings, present testimony, and otherwise cooperate to the end that approval of the transfer application may be secured. Buyer shall be responsible for paying expenses of its legal counsel in connection with the preparation, filing and prosecution of the application.

3.3 In the event that the transfer application is protested, or otherwise opposed, Buyer shall have the option to rescind this Agreement in order to avoid the substantial, additional and unanticipated costs involved in prosecuting an opposed transfer application. In order to exercise this option, Buyer must give Seller written notice of its intent to terminate this Agreement within 30 days from the date that the protests to the transfer application are due.

**4. Denial of Transfer Application.** If the PUC, by its final order, denies approval of the transfer application, this Agreement shall terminate. In such event, the parties shall have no further rights or obligations under this Agreement, and all funds paid into the escrow account shall be promptly refunded to Buyer.

**5. Approval of Transfer Application Subject to Restrictions.** It is the intention of the parties that Buyer will purchase all of the PUC Operating Rights described in Exhibit "A". If the transfer application is approved subject to conditions which materially restrict, delete or cancel any portion of the operating rights being purchased, Buyer shall have the option to declare this Agreement null and void and terminate the Agreement by giving Seller written notice within 30 days after service date of any such order. In the event that Buyer elects to exercise this option, all funds paid into the escrow account shall be promptly refunded to Buyer.

**6. Warranties as to Operating Rights.** Seller warrants and guarantees that the Operating Rights have been legally issued by the PUC; that the rights will not be subject to any liens, encumbrances, security interests or claims of any kind on the final Closing Date; and that on the Closing Date there will be no action at law or equity, nor any proceedings before any agency pending or threatened against Seller, to revoke or otherwise restrict the operating rights.

**7. PUC Assessments.** Seller warrants that all general and special assessments already made or that may be made by the PUC applicable to any operating periods up to the Closing Date will be the obligation of Seller and shall be paid by Seller prior to the Closing Date. Any general or special PUC assessments applicable to operating periods subsequent to the Closing Date shall be the obligation of Buyer.

**8. No Assumption of Liability.** This Agreement involves only the purchase of certain assets 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.

**8. No Broker's Fees or Commissions.** Buyer and Seller agree that, to the best of their knowledge, there are no claims for any finder's fees or broker's commissions in connection with this transaction.

**9. Closing.** This transaction will be consummated on the Closing Date, which shall be the date 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 a mutually convenient time and place.

**10. 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.

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

Seller: Michael M. Schaefer,  
P. O. Box 532  
West Elizabeth, PA 15099

Buyer: Cecelia A. Jenkins  
42 Ridgecrest Drive  
Pittsburgh, PA 15235

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.

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

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

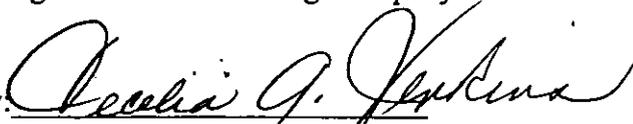
**III. EXECUTION**

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby,  
have executed this Agreement of Sale as of the day and year first above written.

SELLER: Michael M. Schaefer



BUYER: Jenks, Inc., t/d/b/a  
Georgia P. Carroll Moving Company

By:   
Cecelia A. Jenkins, President

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265

Public Meeting held May 21, 1998

Commissioners Present:

John M. Quain, Chairman  
Robert K. Bloom, Vice-Chairman  
John Hanger  
David W. Rolka  
Nora Mead Brownell

Application of Michael M. Schaefer,  
for the transfer of part of the  
operating rights of Lewinter Transfer,  
Inc., authorized under the certificate  
issued at A-00095478, subject to the  
same limitations and conditions.

A-00114723

Henry M. Wick, Jr., for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed February 23, 1998. Public notice of the application was given in the Pennsylvania Bulletin of March 21, 1998. The unopposed application is certified to the Commission for its decision without oral hearing.

DISCUSSION AND FINDINGS

Michael M. Schaefer will do business as a sole proprietor domiciled at West Elizabeth, Allegheny County. The applicant is an officer, director and stockholder of the transferor, Lewinter Transfer Co. The purpose of the application is to transfer the household goods in use authority to Michael M. Schaefer while Lewinter Transfer Co., retains all its other authority to transport property with the exception of household goods in use. Michael M. Schaefer will lease any and all equipment necessary to provide for the transportation of household goods in use.

The household goods authority is being transferred for the nominal consideration of one (\$1.00) dollar. The applicant has provided a recent balance sheet establishing his financial capacity to start-up and maintain service.

The authority to transfer consists of one right permitting the transportation of household goods and office furnishings, in use, from points in the county of Allegheny, to other points in Pennsylvania, and vice versa. Lewinter Transfer Co., is retaining authority to transport property, except household goods in use, between points in Pennsylvania. No duplication of authority will result between the authority to transfer and the authority to be retained.

The authority to transfer excludes the right to transport office furnishings in use, as such transportation is now considered as a general property right by virtue of the Commissions Final Decision at P-00940884, Regulation of Motor Common Carriers of Property, adopted December 15, 1994, entered December 22, 1994. Should the applicant desire to provide the transportation of office furnishing, either new or in use, he will be required to file an application for the transportation of property.

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

After complete review of the record, 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:

To transport, as a common carrier, household goods, in use, from points in the county of Allegheny, to other points in Pennsylvania, and vice versa.

subject to the following general conditions:

1. That the authority granted herein to the extent that it duplicates authority now held by or subsequently granted to the applicant shall not be construed as conferring more than one operating right.

2. That the approval hereby given is not to be understood as committing the Commission, in any proceeding that may be brought before it for any purpose, to fix a valuation on the property and/or 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 the applicant, or to approve or prescribe rates sufficient to yield a return thereon.
3. That the applicant record in its Utility Account 1321 - Franchises, the actual cost of such rights recorded by the original holder thereof.
4. That the utility accounts of the transferee shall reflect the same book values for all utility property acquired as shown in the records of the transferor at the effective date of the transfer, and previously recorded depreciation having been deleted therefrom.
5. That the applicant charge to Account 1341 - Other Intangible Property, any amount of the consideration paid for the rights and going concern value attributable thereto in excess of the amounts recorded under condition no. 2 and 3 above.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted in this application until the following is submitted to the Commission:

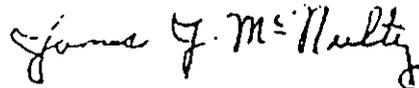
1. Form E evidence of Bodily Injury and Property Damage Liability Insurance.
2. Form H evidence of cargo liability insurance.
3. A tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate shall issued 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 second right granted the transferor, Lewinter Transfer Co., under the certificate issued at A-00095478, as contained in our order adopted October 14, 1969, be and is hereby canceled and the record shall be marked closed.

BY THE COMMISSION



James J. McNulty  
Secretary

(SEAL)

ORDER ADOPTED: May 21, 1998

ORDER ENTERED: MAY 28 1998

**Supplement To Paragraph 12(a)(2)**

**TRANSFEEE'S EQUIPMENT**

Transferee owns and operates a 1993 Nissan 20 foot straight truck with a closed in van to protect cargo from the weather while it is being transported. Transferee also operates a 1995 Chevrolet Suburban to transport workers and to haul small items or fragile items of furniture.

**Supplement To Paragraph 12(a)(3)**

**OPERATING AUTHORITY TO BE TRANSFERRED**

Transferor is selling all of his PUC operating rights which consist of the following:

To transport, as a common carrier, household goods, in use, from points in the county of Allegheny, to other points in Pennsylvania, and vice versa.

Attached as Exhibit "A" to the Agreement of Sale (which is set forth in Supplement to Paragraph 12(a)(1)) is a copy of Transferor's operating rights at Docket No. A-00114723. If the application is approved, Transferor will not retain any operating rights.

**Supplement To Paragraph 12(a)(4)**

**STATEMENT OF FINANCIAL CONDITION**

Attached hereto as Exhibit "A" is Transferee's Balance Sheet as of December 31, 1997. This financial statement indicates that Applicant has total assets in the amount of \$58,484 which exceed its combined current and long term liabilities. Applicant's equity or net worth amounts to \$16,104.

Attached hereto as Exhibit "B" is Transferee's Income Statement for the period ending December 31, 1997. This statement indicates that Applicant had gross operating revenues of \$102,848 which yielded a profit of \$5,686. Transferee has placed the purchase price of \$6,000 in escrow so that the funds are available to be paid to Transferor after the Commission approves the Transfer Application. Transferee already has the necessary motor vehicle equipment to provide additional household goods service pursuant to the operating rights which are sought to be transferred.

## Exhibit "A"

JENKS INC.  
STATEMENT OF FINANCIAL POSITION (Balance Sheet)  
as of December 31, 1997

## ASSETS

Current Assets

Cash	\$	3,901
Accounts Receivable		14,495
Notes Receivable		
Prepaid Insurance		458

Total Current Assets	18,854
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Tangible Assets

Land		
Motor Vehicle Equipment	\$	13,700
Less: Accumulated Depreciation		4,820
Buildings and Structures		25,000
Less: Accumulated Depreciation	0	25,000
Intangible Asset		5,750

TOTAL ASSETS	<u>\$ 58,484</u>
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## LIABILITIES

Current Liabilities

Accounts Payable	\$	5,269
Payroll Tax Payable		7,589
Notes Payable		3,305

Total Current Liabilities	16,163
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Long Term Liabilities

Loans from Shareholders	26,217
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TOTAL LIABILITIES	42,380
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## OWNER'S EQUITY

Capital Stock	10,000
Additional Paid-in Capital	
Retained Earnings	\$ 6,104
Less Treasury Stock	0
	6,104

TOTAL OWNER'S EQUITY (Net Worth)	16,104
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TOTAL LIABILITIES & OWNER'S EQUITY	<u>\$ 58,484</u>
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## Exhibit "B"

JENKS INC  
STATEMENT OF FINANCIAL CONDITION  
INCOME STATEMENT  
For the 12-Month Period Ending December 31, 1997

REVENUES and GAINS

Operating Revenue	\$ 102,848
Net Revenue from non-carrier operation	
Dividend and Interest Revenue	
Other non-operating revenue	
Gains	
Total Revenue and Gains	102,848

EXPENSES

Repairs & Maintenance	7,576
Taxes & licenses	2,264
Interest Expense	3,232
Depreciation Expense	2,537
Employee Salary	37,724
Legal & Accounting Expense	9,555
Dues & Subscriptions	896
Equipment Maintenance & Garage Expenses	1,066
Insurance Expense	7,685
Office Expense	2,332
Postage Expense	706
Materials & Supplies Expenses	3,710
Telephone Expense	4,406
Fuel Expense	5,109
Uniform Expense	1,156
Utilities Expenses	2,482
Parking & Tolls	1,093
Equipment Rental	622
Scholarship Expense	625
Travel Expense	400
Misc. Expenses	1,986
Total Operating Expenses	97,162
Net Income Before Taxes	5,686
Provision for Income Taxes	0
NET INCOME (LOSS)	\$ 5,686

Supplement To Paragraph 12(a)(5)

UNPAID BUSINESS DEBTS OF TRANSFEROR

Any business debts the Transferor has in connection with his PUC household goods operating rights are expected to be paid by Transferor prior to the closing date for this transaction.

**Supplement To Paragraph 12(a)(6)**

**STATEMENT OF SAFETY PROGRAM**

Transferee is a certificated PUC household goods mover and is familiar with the applicable safety regulations of both the Pennsylvania Public Utility Commission and the Pennsylvania Department of Transportation. Transferee has established a safety and maintenance program to comply with the safety regulation. For instance, Transferee has stringent driver qualifications in order to employ drivers capable of providing safe and efficient service to its customers. All drivers are subject to safety background checks of their driving record. Also, drivers have to complete training to qualify to operate the moving van. As part of Transferee's safety program, the moving van is inspected for potential safety hazards before being dispatched. The van is also service and maintained by Transferee's staff on at least a regular, monthly basis. Transferee contracts with a certified mechanic for the vehicle to be inspected to comply with the regulations of PennDOT. Transferee's operations are in compliance with all applicable safety regulations.

Supplement To Paragraph 12(a)(7)

STATEMENT OF TRANSFEREE'S EXPERIENCE

Transferee was granted household goods operating authority from the Commission by Order entered March 20, 1997. This grant authorizes service between points in the city of Pittsburgh and for a named shipper from points in Pittsburgh to points in Allegheny County. Transferee has been connecting operations pursuant to this authority since it was granted. As indicated by the fact that Transferee had over \$100,000 in operating revenues in 1997, Transferee has provided a substantial amount of service in transporting household goods and is experienced in this type of operation. Transferee has both the equipment, skill and manpower to expand its operations to provide service pursuant to the operating authority issued to Transferor.

**Supplement To Paragraph 12(b)(1)**

**TRADE NAME REGISTRATION**

Attached hereto is a copy of the Application for a Fictitious Name Registration which indicates that on December 6, 1996, Jenks, Inc. was officially registered to do business in the Commonwealth of Pennsylvania under the name of Georgia P. Carroll Moving Company.

12/06/96 14:25

WICK MEYER, METZ & OBOYLE + 171778

PP611751

NO.777 P003

880-323

DSCB: 54311 (Rev. 90)  
P. O. NALY COMPANY, PCH., PA 16219

DEC 06 1996

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

Filed with the Department of State on \_\_\_\_\_

Entry Number 2727452

*Yvette K...*  
Secretary of the Commonwealth

Secretary of the Commonwealth

*JD*

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is: Georgia P. Carroll Moving Company

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: For-hire motor carrier

3. The address, including number and street, if any, of the principal place of business of the business or other activity to be carried on under or through the fictitious name is (P.O. Box alone is not acceptable):

42 Ridgcrest Drive Pittsburgh, PA 15235 Allegheny

Number and Street City State Zip County

4. The name and address, including number and street, if any, of each individual interested in the business is:

Name Number and Street City State Zip

None

5. Each entity, other than an individual, interested in such business is (are):

Name Form of Organization Organizing Jurisdiction Principal Office Address Pa. Registered Office, if any

Jenks, Inc. Corporation PA 42 Ridgcrest Drive  
Pittsburgh, PA 15235

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. (Optional): The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

96 DEC -6 PM 2:38

PA DEPT OF STATE

7080-324

DSCB:54-311 (Rev 90)-2

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this 29<sup>th</sup> day of November, 19 96.

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

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

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

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

Jenks, Inc.

\_\_\_\_\_  
(Name of Entity)

BY: *Cecelle A. Jenkins*  
Cecelle A. Jenkins

BY: \_\_\_\_\_

TITLE: President

TITLE: \_\_\_\_\_

Supplement To Paragraph 12(b)(2)

CERTIFICATE OF INCORPORATION

Attached hereto is a copy of the date, stamped copy of the Articles of Incorporation on behalf of Transferee, Jenks, Inc. These Articles indicate that Transferee was incorporated on February 19, 1991 in the Commonwealth of Pennsylvania.

9112 149

Microfilm Number

Filed with the Department of State on FEB 19 1991

*Christopher A. Lewis*

Entity Number 2007525

Secretary of the Commonwealth

ARTICLES OF INCORPORATION

DSCB:15-1306/2102/2304/2701/2903/7701 (Rev 89)

Indicate type of domestic corporation (check one):

- X Business-stock (15 Pa.C.S. § 1306)
Management (15 Pa.C.S. § 2701)
Business-nonstock (15 Pa.C.S. § 2102)
Professional (15 Pa.C.S. § 2903)
Business-statutory close (15 Pa.C.S. § 2304)
Cooperative (15 Pa.C.S. § 7701)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a for-profit corporation hereby state that:

1. The name of the corporation is: Jenks Inc.

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

(a) 163 Shenandoah Drive Pittsburgh Pennsylvania 15235 Allegheny
Number and Street City State Zip County

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

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

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

4. The aggregate number of shares authorized is: 5,000 (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The name and address, including street and number, if any, of each incorporator is:

Name Address
Cecelia A. Jenkins 163 Shenandoah Drive Pittsburgh, Pennsylvania 15235

6. The specified effective date, if any, is: March 1, 1991 12am
month day year hour, if any

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

8. Statutory close 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 (15U.S.C. § 77A et seq.).

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

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 13 day of February, 1991.

*Cecilia G. Jenkins*  
(Signature)

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

Supplement To Paragraph 12(b)(3)

STATEMENT OF CORPORATE CHARTER PURPOSE

Transferee, Jenks, Inc., was incorporated on February 19, 1991, under the Business Corporation Law of 1998, as amended. Transferee is therefore authorized to engage in any lawful business.

**Supplement To Paragraph 12(b)(6)**

**TRANSFeree'S OFFICERS AND STOCKHOLDERS**

The Officers and Stockholders of Jenks, Inc. are as follows:

Cecelia A. Jenkins - President and Stockholder

Earl Jenkins - Vice President, General Manager and Stockholder

Perzealia H. Byrd - Treasurer and Stockholder

Kenneth W. Burkley, Jr. - Secretary and Stockholder



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

IN REPLY PLEASE  
REFER TO OUR FILE

August 13, 1998

DAVID M O'BOYLE ESQUIRE  
1450 TWO CHATHAM CENTER  
PITTSBURGH PA 15219-3427

In re: A-00113657, F.1, Am-A - Application of Jenks, Inc., t/d/b/a Georgia P. Carroll Moving  
Company

Dear Mr. O'Boyle:

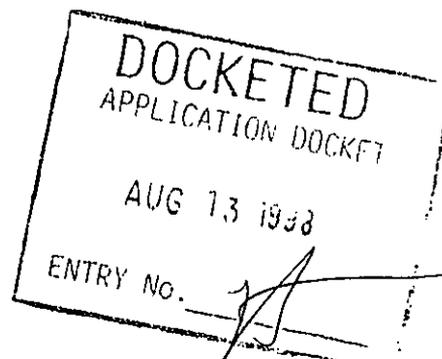
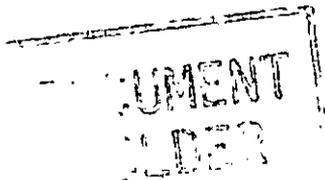
We have received the verified statement(s) and/or other information filed in connection with the  
above referenced application proceeding.

The record will be reviewed and a recommendation will be made for Commission consideration at  
public meeting. You will be advised by the Secretary as to the action taken by the Commission.

Very truly yours,

Gale E. Travitz  
Transportation Application Specialist  
Compliance Section  
Bureau of Transportation and Safety  
(717) 787-5513

GET/gt



PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

WICK STREIFF MEYER OBOYLE & SZELIGO PC  
1450 TWO CHATHAM CENTER  
PITTSBURGH PA 15219

DATE 8/18/98  
RECEIPT # 194808

IN RE: Application fees for JENKS INC T/A GEORGIA P CARROLL MOVING  
Docket Number A-00113657F0001AMB..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 9465  
CHECK AMOUNT: \$350.00

C. Joseph Meisinger  
(for Department of Revenue)

DOCUMENT  
FOLDER

DOCKETED

AUG 20 1998

004872

EEF

RECEIVED  
SECRETARY'S BUREAU

98/AUG 20 11:13



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

REFER TO OUR FILE

August 21, 1998

DAVID M O BOYLE  
1450 TWO CHATHAM CENTER  
PITTSBURGH PA 15219 3427

In re: A-00113657, F. 1, Am-B- Application of Jenks, Inc., t/a Georgia P. Carroll Moving Company

Dear Sir:

The application cited above has been captioned as attached and will be submitted for review provided no protests are filed on or before September 14, 1998. If protests are filed, you will be advised as to further proceeding.

You are further advised that the above application will be published in the Pennsylvania Bulletin of August 22, 1998.

Yours truly,

Peter S. Marzolf, Supervisor  
Compliance Office-Technical Unit  
Bureau of Transportation & Safety

cc: Applicant  
Document Folder

A-00113657, F. 1, Am-B JENKS, INC., T/D/B/A GEORGIA P. CARROLL MOVING COMPANY (42 Ridgecrest Drive, Pittsburgh, Allegheny County, PA 15235), a corporation of the Commonwealth of Pennsylvania - as a Class B carrier, household goods in use, between points in the city of Pittsburgh, Allegheny County: SO AS TO PERMIT the transportation of household goods in use from points in the county of Allegheny, to other points in Pennsylvania, and vice versa; which is to be a transfer of the right authorized Michael M. Schaefer, under the certificate issued at A-00114723, 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 22 1998

BUREAU OF TRANSPORTATION AND SAFETY  
COMMON CARRIER  
AUGUST 1998

A-00113657  
F. 1  
Am-B

Application of Jenks, Inc., t/d/b/a Georgia P. Carroll Moving Company, 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, as a Class B carrier, household goods in use, between points in the city of Pittsburgh, Allegheny County: SO AS TO PERMIT the transportation of household goods in use from points in the county of Allegheny, to other points in Pennsylvania, and vice versa; which is to be a transfer of the right authorized Michael M. Schaefer, under the certificate issued at A-00114723, subject to the same limitations and conditions.

TLZ:tz

8/11/98

Application Received: August 6, 1998  
Application Docketed: August 11, 1998

Protests due SEP 14 1998