

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

RECEIVED
JUN 30 1997

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Dennis Perigo
(Applicant/Transferee-Buyer)

BUREAU OF
TRANSPORTATION & SAFETY

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

PUC USE ONLY
Docket No. A-1141103
Folder No. _____

No. 00 107088, Folder No. _____, issued to

Mark A. Corden & Steven S. Corden
(Transferor-Seller)

for transportation of property
(person's property)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Dennis Perigo
(Full and correct name of applicant/transferee)

2. Shaffer's Transfer
(Trade name, if any)

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

Commonwealth on March 13, 1997 (attach copy of stamped registration form.)
(date)

3. 513 Old Lincoln Hwy P.O. Box 114
(Business Street Address) (P.O. Box, if any)

Stouystown Somerset Pa 15563 814 893 6176
(City) (County) (State) (Zip) (Telephone)

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
AUG 05 1997
ENTRY No. gtt

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

Scott M. Dinner, Esq. 3 Kacey Court, Suite 201 717-691-7314
(Name) (Address) (Telephone)
Mechanicsburg, PA 17055

5. Any documents should be mailed to:

Transferee: Dennis Perigo P.O. Box 114 Stoystown Pa 15563
(Name) (Address)

Transferor: Mark Corden 2115 Bicycle Road Stoystown Pa 15563
(Name) (Address)

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

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

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

at Docket No. /

8. Applicant is (check one):

Individual.

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

(Name)

(Address)

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

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

NONE.

10. Applicant proposes to acquire 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 Selling

12a. The following must be attached:

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

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- 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.

Transferee sign here: James P. Pugh JUNE 20, 1997
(each partner must sign) (Date)
(Corporate Seal)

Transferor sign here: Mark A. Corder JUNE 20, 1997
(Corporate Seal) Steven A. Corder JUNE 20, 1997

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

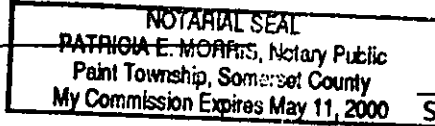
COMMONWEALTH OF PENNSYLVANIA :
: ss:
Somerset County :

Dennis Perigo, 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.

Dennis Perigo
Signature of Affiant

Sworn and subscribed before me this 20th
day of June 19 97

My Commission Expires



Patricia E. Morris
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (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 same
(Name of Corporation)

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

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
Somerset County :

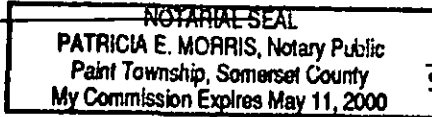
Mark A. Corden and Steven S. Corden, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

Mark A. Corden
Signature of Affiant

Steven S. Corden
Signature of Affiant

Sworn and subscribed before me this 20th day of June 19 97

My Commission Expires



Patricia E. Morris
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 same at the hearing hereof.
(Name of Corporation)

Signature of Affiant

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

Signature of Official Administering Oath

STATEMENT OF FINANCIAL CONDITION

INCOME STATEMENT

For the 12-month period ending 12-31-96
(Date)

REVENUE and GAINS

Operating Revenue	\$ 25,620.37
Net Revenue from non-carrier operation	
Dividend and Interest revenues	
Other non-operating revenue	
Gains	
Total Revenue and Gains	

EXPENSES

Equipment Maintenance and Garage Expense	\$ 354.37
Insurance Expense	\$ 1,371.95
Employee Salaries	
Supervisory Salaries	
Officer Salaries	
Fuel Expense	\$ 590.26
Purchased Transportation (Lease Expense)	\$ 182.50
Materials and Supplies Expense	
General Office Expense	\$ 150.00
Advertising Expense	
Telephone Expense	\$ 1,882.76
Accounting Expense	\$ 100.00
Legal Expense	\$ 358.50
Uncollectible Revenue	
Depreciation Expense	
Amortization	
Operating Taxes and Licenses	\$ 224.00
Rent Expense	\$ 650.00
Loss	
Total Operating Expense and Losses	\$ 5,864.34

Net Income before Taxes

Provision for Income Taxes

Net Income

STATEMENT OF FINANCIAL POSITION (Balance Sheet)

as of 12-31-96 Date

ASSETS

CURRENT ASSETS

Cash \$1,500.00
Accounts Receivable
Notes Receivable
Other current assets (Specify)
Total current assets

TANGIBLE ASSETS

Land
Motor Vehicle Equipment \$13,000.00
Less: Accumulated Depreciation = \$13,000.00
Buildings and Structures
Less: Accumulated Depreciation =
Investments and Funds (Specify)
Intangible Assets
Other assets (Such as advances and idle equipment - specify) \$2,500.00

LIABILITIES

Current Liabilities (liabilities due within one year of date)

Accounts Payable
Notes Payable
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)
Additional paid-in capital
Retained Earnings (Corporations only)
Less: Treasury Stock =

Total Owner's Equity (Corporations only)

Total Liabilities & Owner's Equity (Corporations only)

Microfilm Number _____

Filed with the Department of State on MAR 13 1997

Entity Number 957233

[Signature]
Secretary of the Commonwealth
[Signature]

**APPLICATION FOR AMENDMENT, CANCELLATION OR WITHDRAWAL
FICTITIOUS NAME**

DSCB:54-312/313 (Rev 90)

Indicate type of transaction (check one):

- Application for Amendment of Fictitious Name Registration (54 Pa.C.S. § 312)
- Application for Cancellation of Fictitious Name Registration (54 Pa.C.S. § 313)
- Application for Withdrawal from Fictitious Name Registration (54 Pa.C.S. § 313)

In compliance with the requirements of 54 Pa.C.S. Ch.3 (relating to fictitious names), the undersigned entity or entities, desiring to amend, cancel or to withdraw from a fictitious name registration, hereby state(s) that:

1. The fictitious name as heretofore registered is: SHAFFER'S TRANSFER

2. The address of the principal place of business of the business or other activity carried on under or through the fictitious name, including number and street, if any, is (the Department is authorized to conform to the records of the Department):

<u>R.O.#1 Box 224</u>	<u>STOYSTOWN</u>	<u>PA</u>	<u>15563</u>	<u>SOMERSET</u>
Number and Street	City	State	Zip	County

3. The last preceding filing with respect to this fictitious name was made in the Department of State on: 1-6-87
(Date)

at #8702 #1094
(Roll and Film)

4. (Check one or more of the following, as appropriate):

A. The fictitious name has been changed to: _____

B. The principal place of business set forth in paragraph 2 has been changed to (P.O. Box alone is not acceptable):

<input checked="" type="checkbox"/> <u>Box 114 R.O.#3</u>	<u>STOYSTOWN</u>	<u>PA</u>	<u>15563</u>	<u>SOMERSET</u>
Number and Street	City	State	Zip	County

C. The following party(ies) has (have) been added to the registration and their signature(s) appear(s) at the end of this application:

<u>DENNIS PERIGO</u>	<u>Box 114 R.O.#3</u>	<u>STOYSTOWN</u>	<u>PA</u>	<u>15563</u>
Name	Number and Street	City	State	Zip

PA DEPT. OF STATE

MAR 13 1997

D. The following party(ies) has (have) withdrawn from the business or other activity carried on under or through the fictitious name and their signature(s) appear(s) at the end of this application:

Name	Number and Street	City	State	Zip
MARK A CORDEN	Box 204 RD#1	STUYSTOWN	PA	15563
STEVEN S CORDEN	2115 BICYCLE RD	STUYSTOWN	PA	15563

E. The fictitious name registration is cancelled.

5. 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: COMMON CARRIER OF HOUSEHOLD GOODS.

6. (Strike out if a withdrawal or cancellation): This amendment, without reference to any other filing, sets forth all information with respect to the fictitious name which would be required in an original filing under the Fictitious Names Act.

7. (Strike out if a withdrawal or cancellation): 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.

8. (Optional-See Instruction F): This application has been executed by an agent heretofore designated for that purpose in a prior filing in this registration.

IN TESTIMONY WHEREOF, the undersigned has (have) caused this Application for Amendment, Cancellation or Withdrawal -Fictitious Name to be executed this 10 day of MARCH, 1997.

Withdrawing parties signature(s)

Mark A Corden
Steven S. Corden

Adding parties signature(s)

James Deje

All current parties signature(s)

(Name of Entity)

(Name of Entity)

BY: _____
(Signature)

BY: _____
(Signature)

TITLE: _____

TITLE: _____

SALES AGREEMENT

__This agreement, made and entered into this 1st day of January, 1997, by and between: Mark A. Corden and Steven S. Corden, co-partners, trading and doing business as Shaffer's Transfer, of 2115 Bicycle Road Stoystown, Pennsylvania, hereinafter referred to as Sellers.

AND

Dennis L. Perigo, of Stoystown, Pennsylvania hereinafter referred to as Buyer.

WHEREAS, the sellers are the owners of certain P.U.C. rights as docketed to No 00107088 and rights as issued by the Interstate Commerce Commission and are the owners of a 1986 Iveco truck, 1990 UD truck, 1991 Hallman trailer, moving equipment and storage contacts; and

Whereas, the Sellers wish to sell and the Buyers wish to buy the P.U.C. rights and other items as set forth above.

Now, Therefore, in and for the consideration as hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The buyer shall pay unto the Seller the sum of \$22,000.00 for all the hauling rights and property as listed above upon the signing of the Agreement.

2. The Sellers shall sell and the Buyer shall purchase all the vehicles, equipment, supplies and storage contracts as owned by the sellers.

3. It is agreed that the Buyer shall pay all necessary costs for the transfer of the P.U.C. rights, and transfer of vehicles and other costs connected with the transfer other than the attorney's fees of the Sellers.

4. The parties acknowledge that there are storage contracts in existence at the time of the transfer and they shall not be assigned until the Sellers notify the clients that the business has been sold to the Buyer and that the clients should notify Shaffer's Transfer within ten (10) days that they authorize Shaffer's Transfer to transfer the contracts to the Buyer or that they want the contract transferred.

5. The Buyer acknowledges that he has examined all the personal property and rights connected with the sale and he buys all the above in an as is condition. Further, the Sellers do not warrant that the business will produce any set amount of gross or net income.

6. The Buyer agrees that he will perform and carry out all contract commitments made by the Sellers prior to the signing of the Agreement and/or the approval of the transfer of the P.U.C. rights.

7. The Buyer promises and agrees to indemnify the Sellers and save them harmless from any and all claims made for the Buyer's failure to perform contracts which are turned over at the time of the sale and any debts which may be incurred during the operation.

8. The Buyer will cause to be prepared and file necessary documents to properly transfer the P.U.C. rights and that the Sellers will sign such documents as required

9. The Sellers agree that they will manage , and the Buyer agrees that he will operate for the Sellers, the business of Shaffer's Transfer pending the transfer of the Certificate of Public Convenience. The Sellers and Buyer will manage and operate the business in such as to maintain the Certificate of Public Convenience in good standing.

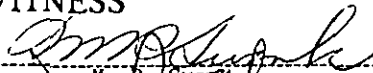
10. The parties agree that the Buyer will have the right to use the name of Shaffer's Transfer once all the Certificates of Public Convenience have been transferred and that the parties will sign the necessary documents to effectuate the use of the said name.

11. The Sellers reserve the right to place an ad in such publications as they desire to notify the general public that they are no longer connected with the business known as Shaffer's Transfer. It is understood and agreed that the transfer of the business of Shaffer's Transfer will not be Effectuated until the Pennsylvania Public Utility Commission has approved the transfer of the rights.


12. The parties agree that in the event the Public Utility Commission does not transfer the rights as contemplated by the parties, any consideration as paid by the Buyer to the Sellers shall forfeited.

13. The risk of loss shall be with the Buyer during the transfer period. IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DATE AND YEAR ABOVE WRITTEN, INTENDING TO BE LEGALLY BOUND HEREBY.

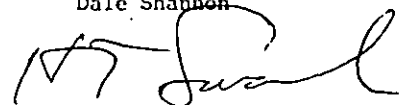
WITNESS



M. R. Swank

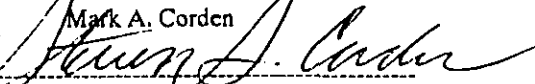


Dale Shannon

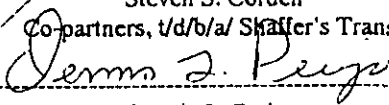


H. T. Swank





Steven S. Corden



Dennis L. Perigo

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF SOMERSET :

Sworn to and subscribed before me this 1st day of January, 1997.

NOTARIAL SEAL
PATRICIA E. MORRIS, Notary Public
Paint Township, Somerset County
My Commission Expires May 11, 2000



Notary Public

EQUIPMENT LIST

Four Dollies

One Piano Skid

One Hundred Pads

Twenty Straps

Two Moving Trucks

One Hallmark Trailer

Safety Program

Semi Annual Reviews:

Proper procedures in lifting boxes.

Proper procedures in lifting furniture.

Proper procedures in packing boxes safely.

Proper procedures in packing household cleaning supplies.

Proper procedures in strapping appliances.

Proper procedures in moving furniture in inclement weather.

TRANSFEREE'S

EXPERIENCE

Dennis Perigo worked as a moving employee six months prior to his purchasing of Shaffer's Transfer Moving and Storage. During this time he was trained in the making of estimates, packing of household goods, and the proper procedures in billing.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held December 18, 1986

Commissioners Present:

Linda C. Taliaferro, Chairman
Frank Fischl
Bill Shane

Application of Steven S. Corden and
Mark A. Corden, Copartners, t/d/b/a
Shaffer's Transfer, for approval of
the transfer to them of all of the
rights held by Carrie K. Shaffer and
Clair W. Shaffer, Copartners, t/d/b/a
Shaffer's Transfer at A-00086480,
subject to the same limitations and
conditions.

A-00107088

Bowman & Bell, by Dean A. Bowman for the applicants.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission by an application filed on August 8, 1986, and published in the Pennsylvania Bulletin of September 13, 1986. The application is uncontested and the record is now certified to the Commission for its decision without oral hearing.

Steven S. Corden and Mark A. Corden (or applicants) have entered into an equal partnership agreement on June 26, 1986, and will trade under the fictitious operating name of Shaffer's Transfer. They seek to acquire all of the operating rights authorized by the certificate issued at A-00086480 to Carrie K. Shaffer and Clair W. Shaffer, t/d/b/a Shaffer's Transfer (transferors). The applicants hold no other authority from this Commission and are not affiliated in any way with other carriers.

Mark A. Corden resides at R.D. 1, Hooversville, Somerset County, and Steven S. Corden resides at R.D. 1, Stoystown, also in Somerset County. The business address of the partnership is R.D. 2, Stoystown, 15563. It is their intent, by this application, to enter into the field of motor carrier transportation of property in Pennsylvania, and the rights they seek here represent all of the rights held by the transferors who no longer desire to remain in business.

By the terms of an Agreement of Sale made between the applicants and the transferors on July 28; 1986, the applicants will purchase the P.U.C. rights, a 1972 International van, a Wells Fargo trailer, packing material and moving equipment for the total price of \$26,000. As pertinent here, the P.U.C. rights have been valued at \$6,000. The \$26,000 is payable upon the signing of the Agreement.

The applicants' balance sheet shows that at the filing of the application, they had total assets of \$252,500 with total liabilities of \$40,500, leaving a net worth of \$212,000.

An affidavit submitted by the transferors aver that they will leave no unpaid business debts connected with the P.U.C. rights. A statement of earnings shows that the transferors have been active in the business, having generated revenues of \$22,780 in 1983; \$42,052 in 1984; and \$24,403 in 1985. Their assessments have been paid, all reports have been filed, and their insurance is in good standing.

The record is devoid of any indication that the applicants have as yet registered their fictitious operating name. We alert them to the fact that the issuance of the certificate they seek here is contingent upon our receipt of evidence that they have complied.

We find:

1. That a continuing public need for the authority to be transferred does exist.
2. That approval of the application is necessary for the accommodation and convenience of the public.
3. That the applicants are fit, ready, willing and able to render the service; THEREFORE,

IT IS ORDERED: That the application for the transfer of the rights held by Carrie K. Shaffer and Clair W. Shaffer, Copartners, t/d/b/a Shaffer's Transfer at A-00086480, be and is hereby approved, granting the applicants the following rights:

1. To transport, as a Class B carrier, coal, between points in the borough of Hooversville, Somerset County, and within two (2) miles of the limits of the said borough.
2. To transport, as a Class D carrier, household goods and office furnishings, in use, between points in the borough of Hooversville, Somerset County, and within eighteen (18) miles by the usually traveled highways of the limits thereof, and from points in said area to points in Pennsylvania, and vice versa.

*Copy of license
4-9-87*

3. To transport, as a Class D carrier, gears, wheels, electric motors, rails and other machinery and equipment used by coal companies, between points in the borough of Hooversville, Somerset County, and within ten (10) miles by the usually traveled highways of the limits thereof, and from points in said area to points in the city of Johnstown, Cambria County, and vice versa.
4. To transport, as a Class D carrier, coal mining machinery in use, from points in the borough of Hooversville, Somerset County, and within ten (10) miles by the usually traveled highways of the limits thereof, to points within one hundred (100) miles by the usually traveled highways of the limits of the said area, and vice versa.
5. To transport, as a Class D carrier, coal mining machinery in use, from points in the borough of Hooversville, Somerset County, and within ten (10) miles by the usually traveled highways of the limits thereof, to the American Car and Foundry Company in the borough of Berwick, Columbia County, and vice versa.
6. To transport, as a Class D carrier, livestock, between points in the borough of Hooversville, Somerset County, and within eighteen (18) miles by the usually traveled highways of the limits of the said borough.
7. To transport, as a Class D carrier, mine timber, stone, manure and sand, between points in the borough of Hooversville, Somerset County, and within nine (9) miles by the usually traveled highways of the limits of said borough.
8. To transport, as a Class D carrier, farm products originating at a farm, excluding milk, between points in the borough of Hooversville, Somerset County, and within sixteen (16) miles by the usually traveled highways of the limits of the said borough.
9. To transport, as a Class B carrier, freight from railroad terminals of Consolidated Rail Corporation to other points in the borough of Hooversville, Somerset County, and within three (3) miles of the limits of the said borough;

subject to the following 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 right to be acquired by the applicants 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 the applicants shall not record in their utility accounts any amount representing the right herein granted in excess of the actual cost of such right through the original holder thereof.
3. That the \$6,000 consideration paid by the applicants for the right and/or going concern value of the business be capitalized by the applicants in Account 1550 - Other Intangible Property or in the alternative be charged off against applicants' 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 transferees shall reflect the same book values as the records of the transferors at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicants shall not record in their utility accounts any amounts representing the right herein granted in excess of the actual cost of such right to the original holder thereof.
5. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and 52 Pa. Code §31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

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

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending submission of proof of compliance with the provisions of the Fictitious Names Act.

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

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

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferors, Carrie K. Shaffer and Clair W. Shaffer, copartners, t/d/b/a Shaffer's Transfer at A-00086480, be cancelled and the record marked closed.

BY THE COMMISSION,

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: December 18, 1986

ORDER ENTERED: DEC 26 1986



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

REFER TO OUR FILE

August 22, 1997

SCOTT M 'DINNER
ATTORNEY AT LAW
3 KACEY COURT SUITE 201
MECHANICSBURG PA 17065

In re: A-00114163 - Application of Dennis Perigio, t/d/b/a Shaffer's
Transfer

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of
Dennis Perigio, t/d/b/a Shaffer's Transfer.

The application has been captioned as attached and will be submitted
for review, provided no protests are filed on or before September 15, 1997.

This application is accepted with the understanding that the
transferor will continue to render the service 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 23, 1997.

Very truly yours,

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

PSM:lg

cc: Applicant

DENNIS PERIGIO
T A SHAFFERS TRANSFER
513 OLD LINCOLN HIGHWAY
PO BOX 114
STOYSTOWN PA 15563

A-00114163 DENNIS PERIGIO, t/d/b/a SHAFFER'S TRANSFER (513 Old Lincoln Highway, P.O. Box 114, Stoystown, Somerset County, PA 15563) - (1) household goods in use, between points in the borough of Hooversville, Somerset County, and within eighteen (18) miles by the usually traveled highways of the limits thereof, and from points in said area, to points in Pennsylvania, and vice versa; and (2) property, excluding household goods in use, between points in Pennsylvania; which is to be a transfer of all of the rights authorized under the certificate issued at A-00107088, to Steven S. Corden and Mark A. Corden, Copartners, t/d/b/a Shaffer's Transfer subject to the same limitations and conditions. Attorney: Scott M. Dinner, 3 Kacey Court, Suite 201, Mechanicsburg, PA 17055.

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

AUG 23 1997

Published in Pennsylvania Bulletin

**BUREAU OF TRANSPORTATION & SAFETY
COMMON CARRIER
AUGUST, 1997**

A-00114163

Application of Dennis Perigio, t/d/b/a Shaffer's Transfer, for the right to begin to transport as a common carrier by motor vehicle, (1) household goods in use, between points in the borough of Hooversville, Somerset County, and within eighteen (18) miles by the usually traveled highways of the limits thereof, and from points in said area, to points in Pennsylvania, and vice versa; and (2) property, excluding household goods in use, between points in Pennsylvania; which is to be a transfer of all of the rights authorized under the certificate issued at A-00107088, to Steven S. Corden and Mark A. Corden, Copartners, t/d/b/a Shaffer's Transfer subject to the same limitations and conditions.

GET:rs

8/13/97

Application Received: 06/30/97
Application Docketed: 08/05/97

SEP 15 1997

Protests due _____