

APPLICATION

A-00114277 F2 AM A

Kirkpatrick & Lockhart LLP

Payne Shoemaker Building
240 North Third Street
Harrisburg, PA 17101-1507
717.231.4500
www.kl.com

November 14, 2003

James P. Melia
717.231.5842
Fax: 717.231.4501
jmelia@kl.com

VIA HAND DELIVERY

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

RECEIVED
PENNSYLVANIA
COMMISSION OF SAFETY
TRANSFER OF AUTHORITY & SAFETY
2003 NOV 17 PM 2:33

Re: Application of Bayshore Transportation System, Inc.
Docket No. A- 114277, F.2, Am - A

Dear Secretary McNulty:

Enclosed for filing please find an original and three copies of the Application for Transfer of Common Carrier Household Goods Authority. Also enclosed is a check made payable to the Commonwealth of Pennsylvania in the amount of \$350 for the filing fee.

If you have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,


James P. Melia

JPM/cem
Enclosures

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cc: Service List (w/Enclosure)

DOCKETED
DEC 17 2003
PENNSYLVANIA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCUMENT
FOLDER # 80

HA-138933 v1 0606070-0701

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Bayshore
Transportation System, Inc. for
Approval of the Transfer of Common
Carrier Household Goods Authority
Held by James R. Lafferty, Jr., an
individual doing business as James
R. Lafferty, Jr. Trucking Company
under Certificate No. A-00116791, F.1

Docket No. A 114277, F.1

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REGISTRATION SAFETY

APPLICATION FOR TRANSFER OF
COMMON CARRIER HOUSEHOLD GOODS AUTHORITY

1. The name and address of Applicant is:

Bayshore Transportation System, Inc.
901 Dawson Avenue
Newark, DE 19713

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

2. The name and address of Applicant's attorney is:

James P. Melia, Esquire
Kirkpatrick & Lockhart LLP
240 North Third Street
Harrisburg, PA 17101-1507

DOCKETED
DEC 17 2003

ST

3. Applicant was organized under the laws of the State of Delaware and attaches hereto as an exhibit a statement of its Articles of Incorporation and/or registration with the Department of State of Delaware. Applicant is registered with the Office of the Secretary of the Commonwealth of Pennsylvania as a foreign corporation. Applicant attaches as Exhibit A its charter purpose, Articles of Incorporation and other evidence of its incorporation status within the State of Delaware. Applicant attaches as Exhibit B its registration as a foreign corporation in Pennsylvania.

DOCUMENT
FOLDER

4. Applicant designates Corporation Guarantee & Trust Co. located at Bensalem, Pennsylvania as the person upon whom service of any notice, process or order of the Public Utility Commission may be made. (See Exhibit C).

5. Applicant is acquiring the operating authority of James R. Lafferty, Jr. Trucking Company which was issued at Certificate No. A-00116791. A copy of this operating authority is attached as Exhibit D to this Application. The authority of James R. Lafferty, Jr. Trucking Company is not currently active and there are no physical assets including buildings or vehicles currently owned by this entity.

6. Applicant is currently operating as a mover of household goods in the State of Delaware. Applicant also provides service to the public within Pennsylvania. Applicant attaches as Exhibit E evidence of its authority to operate in Pennsylvania. Applicant includes a Statement of Financial Condition as Exhibit F (Annual Report of Bayshore Transportation System, Inc.) which includes a balance sheet and income statement for the 12 months ended December 31, 2002.

7. Applicant currently operates as a household goods carrier in the State of Delaware.

8. Neither Applicant, its stockholders, nor its members are in control or affiliated with any other motor carrier currently operating within the State of Pennsylvania nor is Applicant affiliated in any way with James R. Lafferty, Jr. Trucking Company.

9. Applicant will operate under the acquired authority within Pennsylvania.

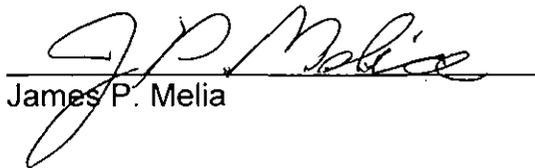
10. Applicant encloses as Exhibit G a copy of the executed sales agreement between James R. Lafferty, Jr. Trucking Company and Bayshore Transportation System, Inc. Total consideration for the acquisition of this authority is \$13,000.

11. To Applicant's knowledge, Applicant has no outstanding fines, penalties or assessments currently due to the Pennsylvania Public Utility Commission. Further answering, James R. Lafferty, Jr. will be making payment for its outstanding assessments currently due in the amount of \$4,281.

12. Applicant herein agrees, in the event it desires to render service under the acquired authority, to notify the Commission of same and to file an appropriate tariff for provision of household goods services.

WHEREFORE, for all of the foregoing reasons, Applicant Bayshore Transportation System, Inc. respectfully requests that this Commission approve this Application for Transfer of Authority.

Respectfully submitted,


James P. Melia

Kirkpatrick & Lockhart LLP
240 North Third Street
Harrisburg, PA 17101-1507
(717) 231-4500
(717) 231-4501 (Fax)
jmelia@kl.com

Counsel for Bayshore Transportation
System, Inc.

Dated: November 14, 2003

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AFFIDAVIT OF TRANSFEREE

STATE OF DELAWARE

COUNTY OF New Castle

:
:
:

ss:

I, Matt Larmore, being duly sworn according to law do depose and say that the facts contained in the foregoing Application are true and correct to the best of my knowledge, information and belief.

Matt W. Larmore

Matt Larmore
Bayshore Transportation System, Inc.

Sworn to and subscribed before me
this 30th day of October, 2003.

Kathleen Ann Fucias

Notary Public

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

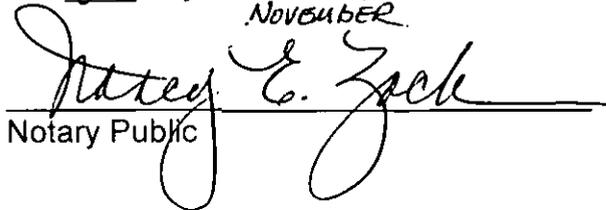
AFFIDAVIT OF TRANSFEROR

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : ss:

I, James R. Lafferty, Jr., being duly sworn according to law do depose and say that I am the holder of the certificate of public convenience proposed to be transferred in the name of James R. Lafferty, Jr. Trucking Company at Certificate No. A-00116791 and that the facts as contained herein are true and correct to the best of my knowledge, information and belief.


James R. Lafferty, Jr.

Sworn to and subscribed before me
this 8th day of ~~October~~, 2003.
NOVEMBER


Notary Public

NOTARIAL SEAL
NANCY E. ZACK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 2, 2006

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

EXHIBIT A

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CERTIFICATE OF INCORPORATIONOF

NOV 14 2003

BAYSHORE TRANSPORTATION SYSTEM, INC. PA. PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

FIRST: The name of this corporation is BAYSHORE TRANSPORTATION SYSTEM, INC.

SECOND: Its registered office in the State of Delaware is to be located at 114 North West Street, Dover, Kent County, and the registered agent at that location is the corporation.

THIRD: The nature of the business and the objects and purposes to be transacted, promoted, and carried on are:

To carry on a general warehousing business; to receive for safekeeping or storage, goods, wares, merchandise and property of all kinds; to take charge of and perform the duty of paying freights, charges, duties on, bonding, receiving, landing, hauling, and transferring all such goods, wares, and merchandise; to insure or cause to be insured the owner or owners thereof against all loss by fire or water, whether in transit or in storage; to advance money upon any property in its custody, or upon bills of lading, receipts, or certificates representing goods in storage elsewhere or in transit; to insure receipts or certificates for goods, wares, merchandise, or property to the owner or owners thereof, when such goods, wares, merchandise, or property are on the premises, or under the control of said corporation at the time of issuing such receipt or certificate;

To engage in the business of warehousing, moving, hauling, and storage of property;

To buy, sell, lease, and deal in any and all kinds of assorted moving vans, trailers, supplies, equipment and accessories pertaining thereto;

To do any and all actions necessary or desirable in connection therewith;

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which this corporation is authorized to issue is TWO HUNDRED FIFTY (250) shares of common stock, all of which shares will be of no par value.

FIFTH: The name and mailing address of the incorporator is as follows:

Linda L. Larmore
One Bellecoor Drive
Wilmington, Delaware 19804

SIXTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized:

To make, alter, amend and repeal the by-laws;

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to alter or abolish any such reserve; to authorize and cause to be executed mortgages and liens upon the property and franchises of this corporation;

To designate, by resolution passed by a majority of the whole board, one or more committees, each to consist of two or more directors, which committees, to the extent provided in such resolution or in the by-laws of the corporation, shall have and may exercise any or all of the powers of the board of directors in the management of the business and affairs of this corporation and have power to authorize the seal of this corporation to be affixed to all papers which may require it;

From time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the books and accounts of this corporation, or any of them other than the stock ledger, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account or book or document of the corporation, except as conferred by law or authorized by resolution of the directors or of the stockholders;

To sell, lease or exchange all of its property and assets, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, when and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding.

This corporation may in its by-laws confer powers additional to the foregoing upon the directors, in addition to the powers and authorities expressly conferred upon them by law.

SEVENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH: Meetings of stockholders may be held outside the State of Delaware, if the by-laws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by ballot unless the by-laws of the corporation shall so provide.

NINTH: No contract or other transaction between the corporation and any other corporation shall be ineffective or invalidated by the fact that any one or more of the directors of this corporation is or are interested in, or is a director or officer, or are directors or officers, of such other corporation, and any director or directors individually or jointly may be a party or parties to or may be interested in any contract or transaction of this corporation or in which this corporation is interested; and no contract, act, or transaction of this corporation with any person, or persons, firms or corporations shall be ineffective or invalidated by the fact that any director or directors of this corporation is a party, or are parties to or interested in such contract, act or transaction, or in any way connected with such person or persons, firms, or corporation, and each and every person who may become a director of

this corporation is hereby relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of himself or any firm or corporation in which he may be in anyway interested.

I, THE UNDERSIGNED, being the incorporator, for the purpose of forming a corporation, in pursuance of an Act of the Legislature of the State of Delaware entitled "An Act Providing a General Corporation Law" (approved March 10, 1899) as codified and re-enacted as Title 8, Delaware Code of 1953, and the acts amendatory thereof and supplemental thereto, do make and file this certificate of incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly hereunto have set my hand and seal this 9th day of January, A.D. 1973.

IN THE PRESENCE OF:

Linda L. Matton

Linda L. Larmore

STATE OF DELAWARE }
NEW CASTLE COUNTY } SS.

BE IT REMEMBERED, That on this 9th day of January, A.D. 1973, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, LINDA L. LARMORE, the party to the foregoing Certificate of Incorporation, known to me personally to be such, and acknowledged the said certificate to be her act and deed and that the facts therein stated were truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

Linda J. Mc Craiken
Notary Public

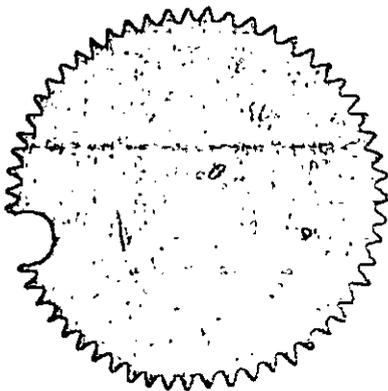
State of Delaware



Office of Secretary of State

I, Walton H. Simpson, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of Certificate of Incorporation of the "BAYSHORE TRANSPORTATION SYSTEM, INC.", as received and filed in this office the tenth day of January, A.D. 1973, at 9 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this _____ tenth day of _____ January _____ in the year of our Lord one thousand nine hundred and _____ seventy-three.



Walton H Simpson

Secretary of State

R H Caldwell

Asst Secretary of State

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT B

9747- 60

JUL 07 1997
JUN 18 1997

Number _____

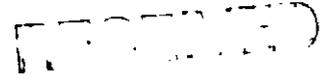
Filed with the Department of State on _____

Number 276/212

Hillette K...
Secretary of the Commonwealth *JK*

APPLICATION FOR CERTIFICATE OF AUTHORITY

DSCB:15-4124/6124 (Rev 90)



NOV 14 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Indicate type of corporation (check one):

Foreign Business Corporation (15 Pa.C.S. § 4124)

Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that:

The name of the corporation is: Bayshore Transportation System, Inc.

The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):

N/A

(If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following):

The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

N/A

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

The name of the jurisdiction under the laws of which the corporation is incorporated is:

Delaware

The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

<u>901 Dawson Drive</u>	<u>Newark</u>	<u>DE</u>	<u>19713</u>
Number and Street	City	State	Zip

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

(a) <u>N/A</u>				
Number and Street	City	State	Zip	County
(b) c/o: <u>CORPORATION GUARANTEE AND TRUST COMPANY</u>				<u>Philadelphia</u>
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.

JUN 18 97

PA Dept. of State

pecuniary profit, incidental or otherwise.

corporation incorporated for a purpose or purposes not involving

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer thereof this 13th day of June, 1997.

Bayshore Transportation System, Inc.

(Name of Corporation)

BY: [Handwritten Signature]

(Signature)

TITLE: President

EXHIBIT C

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PAPER ENGINEERING DIVISION
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

JUN 12 2003

Corporation Guarantee & Trust Company

3331 Street Road, Suite 110
Bensalem, PA 19020
TEL: 215-633-8144 FAX:215-633-8160
EMAIL: corpguarct@aol.com

Invoice

DATE	INVOICE #
6/10/2003	15508

BILL TO
BAYSHORE TRANSPORTATION SYSTEM ATTN: MATT LARMORE - SALES 901 DAWSON DRIVE NEWARK DE 19713

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PA. PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DESCRIPTION	QTY	P.O. NO.	TERMS	PROJECT
			Due on receipt	
DESCRIPTION	QTY	RATE	AMOUNT	
REGISTERED AGENT FEE PA		150.00	150.00	
REGISTERED AGENT FEE IN LISTED STATE(S) FOR ONE YEAR FROM THE DATE HEREOF			Total	\$150.00

POSTED
JUN 13 2003

up

EXHIBIT D

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Certificate No. A-00116791

FREIGHT PA. P.U.C. NO. 3
Cancels
Freight Pa. P.U.C. No. 2

JAMES R. LAFFERTY JR. TRUCKING COMPANY

LOCAL MOTOR FREIGHT TARIFF

NAMING

RATES, RULES AND REGULATIONS

GOVERNING

THE

TRANSPORTATION

OF

PROPERTY

AS DESCRIBED IN ITEM 5 HEREIN

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

For reference to Governing Tariff, see Item 10 herein.

ISSUED: SEPTEMBER 9, 2002

EFFECTIVE: NOVEMBER 11, 2002

(Issued in accordance with the order of the Commission at R-00027932 dated 11-7-02)

Issued By:

James R. Lafferty Jr., President
P. O. Box 2198
Aston, PA 19014

610-459-8200

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SEP - 9 2002

BUREAU OF
TRANSPORTATION & SAFETY

Official Filed Tariff

ITEM 5 - SCOPE OF CARRIER'S OPERATING AUTHORITY

Rates and provisions named in this tariff, or as amended, are limited in their application on Pennsylvania intrastate traffic to the extent of the operating rights set forth below.

CERTIFICATE NO. A-00116791

To transport, as a common carrier:

- (1) household goods in use, between points in the city and county of Philadelphia and within an airline radius of five (5) statute miles of the Philadelphia City Hall in the county of Montgomery;
- (2) household goods in use between points in the city and county of Philadelphia and within an airline radius of five (5) statute miles of the Philadelphia City Hall in the county of Montgomery, to other points in Pennsylvania within an airline radius of fifty (50) statute miles of the Philadelphia City Hall and vice versa;
- (3) household goods in use, between points in the city and county of Philadelphia;
- (4) household goods in use, from points in the city and county of Philadelphia, to points in Pennsylvania, and vice versa;
- (5) household goods in use, between points in the city of Chester, Delaware County, and within five (5) statute miles of the usually traveled highways of the limits of said city;
- (6) household goods in use, between points in the county of Delaware and from points in said county to other points in Pennsylvania, and vice versa;
- (7) household goods in use, between points in the city of West Chester, Chester County, and within an airline distance of ten (10) statute miles of the limits of said city, and from said area, to points in Pennsylvania, and vice versa; and
- (8) property, excluding household goods in use, between points in Pennsylvania.

Abbreviations and Reference Marks are explained on last page of tariff.

SECTION 1 - RULES AND REGULATIONS

ITEM 10 - GOVERNING TARIFF

For rates, rules, regulations and provisions applicable to the transportation of HOUSEHOLD GOODS and RELATED ARTICLES, IN USE, except as otherwise provided herein, see Tariff Freight Pa. P.U.C. No. 53 (Carrier Directory CD-53), supplements thereto and reissues thereof, published by Tristate Household Goods Tariff Conference, Inc., Agent.

ITEM 15 - CLASSIFICATION OF PROPERTY

Class 1 shipments are personal effects and property used or to be used in a dwelling when a part of the equipment or supply of such dwelling and such other similar property; except that this subparagraph shall not be construed to include property moving from a factory or store, except such property as the householder has purchased with the intent to use in his dwelling and which is transported at the request of, and the transportation charges paid to the carrier by, the householder.

ITEM 20 - DECLARED VALUE

Rates and charges named herein, applicable when value declared by shipper does not exceed thirty (30) cents per pound, per article. For method of determining rates when value declared exceeds thirty (30) cents per pound, per article, see Conversion Table of Rates, Section V of Governing Tariff.

ITEM 25 - FULL VALUE PROTECTION ▲

In lieu of the applicable rates provided for in Tariff Freight Pa. P.U.C. No. 50 (50-T) issued by Tristate Household Goods Tariff Conference, Inc., Agent, the following rates shall apply.

EXCEPTION 3: The customer may elect to have Full Value Protection with a deductible amount of \$250.00 or \$500.00. Customer would be responsible for first \$250.00 or \$500.00 of any claim for repair or replacement of any articles shipped. The rate for Full Value Protection with a \$250.00 or \$500.00 deductible will be \$.50 or \$.35 respectively for each \$100 of coverage or fraction thereof while in the possession of the motor carrier.

(Item 25 continued on next page)

Abbreviations and Reference Marks are explained on last page of tariff.

SECTION 1 - RULES AND REGULATIONS

ITEM 25 - FULL VALUE PROTECTION (Concluded) ▲

In lieu of the applicable rates provided for in Tariff Freight Pa. P.U.C. No. 51 (51-W) issued by Tristate Household Goods Tariff Conference, Inc., Agent, the following rates shall apply.

EXCEPTION 3: The customer may elect to have Full Value Protection with a deductible amount of \$250.00 or \$500.00. Customer would be responsible for first \$250.00 or \$500.00 of any claim for repair or replacement of any articles shipped. The rate for Full Value Protection with a \$250.00 or \$500.00 deductible will be \$.50 or \$.35 respectively for each \$100 of coverage or fraction thereof while in the possession of the motor carrier.

Abbreviations and Reference Marsk are explained on last page of tariff.

SECTION 2
ADDITIONAL SERVICE

ITEM 75

PACKING AND UNPACKING:

Subject to Note 1 below, rates include:

- (1) Packing, unpacking and the use of packing containers and materials, or;
- (2) Packing and the packing containers and materials in the event that such packing containers and materials are retained by the shipper or consignee (See Note 1);

Note 1: Rates do not include unpacking and containers will be considered to have been retained by the shipper:

- (a) Where shipment is delivered to warehouse;
- (b) Where unpacking is performed other than at the time of delivery and at the request of shipper.

S U B J E C T	R A T E S I N D O L L A R S A N D C E N T S P E R E A C H		
	C O N T A I N E R S	P A C K I N G	U N P A C K I N G
DRUM, DISH-PACK (Drum, dish-pack, barrel or other specially designed containers, of not less than 5 cu. ft. capacity, for use in packing glassware, chinaware, bric-a-brac, table lamps or similar fragile articles)	8.20	22.15	2.65
CARTONS:			
Less than 3 cu. ft. (Not less than 200 lb. test)	2.70	8.60	.70
3 cu. ft. (Not less than 200 lb. test)	3.60	10.30	1.10
4.5 cu. ft. (Not less than 200 lb. test)	3.85	10.85	1.30
6 cu. ft. (Not less than 200 lb. test)	4.35	11.30	1.35
6.5 cu. ft. (Not less than 275 lb. test)	4.30	12.70	1.65
NOTE 1: When cartons of more than 3 cu. ft. capacity are used and no rate is shown for the size carton used, charges shall be based on the rate for the next lower size carton shown.			
NOTE 2: Cubical content must be shown on all cartons.			
WARDROBE CARTON not less than 10 cu. ft.	8.00	8.60	.40
MATTRESS CARTON, CRIB	3.25	7.50	.55
MATTRESS CARTON (Not exceeding 39"x75")	5.45	8.05	1.00
MATTRESS CARTON (Not exceeding 54"x75")	6.45	8.05	1.00
MATTRESS CARTON (Exceeding 54" x 75")	9.65	11.70	1.65
MATTRESS COVER (Paper or plastic)....	4.00	7.10	.55
CORRUGATED CONTAINERS: Specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles	8.10	19.60	2.30
CRATES: Other than corrugated; specially constructed for mirrors, paintings, glass or marble tops and similar fragile articles)	Cu.Ft. or Fraction Thereof		
Gross measurement of crate	Each	8.00	1.00
Minimum charge per crate		27.00	3.00

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

SECTION 3

SCHEDULE OF RATES

ITEM 100 ♦

Applicable to the transportation of Class 1 Shipments transported distances of 40 miles and less.

Subject to Notes 1 to 7, below, the transportation charges on any shipment shall be a COMBINATION of the applicable TRAVELING CHARGE named in Column 1 plus HOURLY CHARGE at applicable rates named in Columns 2, 3 and 4.

Hourly rates apply only from time of arrival of vehicles and men at first point of origin (continue during all loading, transportation from first point of origin to final destination, and unloading) until completion of unloading and dismissal of vehicles and men by shipper at destination.

Traveling charges cover traveling to first point of origin and traveling from final destination, irrespective of actual time involved in such traveling.

EQUIPMENT AND MEN	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
	TRAVELING CHARGES (Flat Charges In Dollars)	HOURLY RATES (In Dollars)		
		SUNDAYS AND HOLIDAYS (ANY HOUR)	OTHER THAN SATURDAYS, SUNDAYS AND HOLIDAYS 6:01 A.M. to 6:00 P.M.	SATURDAYS (ANY HOUR) WEEKDAYS 6:01 P.M. to 6:00 A.M.
Vehicle and Driver..	See	72.00	54.00	62.00
Additional Men; each	Note	46.00	28.00	36.00
Supervisors; each...	7	50.00	29.00	37.00

Note 1 - Traveling charges (Column 1) are in addition to hourly rates (Columns 2, 3 and 4).

Note 2 - Hourly rates (Columns 2, 3 and 4) are based on the day or days, as indicated, during which services are performed.

Note 3 - Hourly rates (Columns 2, 3 and 4) computed in half-hour periods; fraction of one-half hour considered one-half hour.

Note 4 - When a holiday falls on a Saturday, the rates named in Columns 1 and 2 shall be applicable.

Note 5 - Minimum total transportation charges on Sundays and holidays: eight hours at rates named in Column 2. Charges subject to Column 4 take a four hour minimum.

Note 6 - Carrier will supply and charge for supervisor or supervisors as requested by shipper. Rate for each supervisor will be computed from time of arrival of vehicles and men at first point of origin until completion of unloading and dismissal of vehicles and men at final destination unless other time of arrival or dismissal of supervisor is provided by agreement between shipper and carrier.

Note 7 - Traveling charge will be based on 1 hour at the applicable rates shown in Columns 2, 3 or 4.

Abbreviations and Reference Marks are explained on last page of tariff.

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

A.M. Before Noon
CD Carrier Directory
Cu Cubic
Ft Feet or foot
Lb. Pound
Lbs. Pounds
Inc. Incorporated
No. Number
Pa. Pennsylvania
P.M. After Noon
P.U.C. Public Utility Commission
t/d/b/a Trading and doing business as

\$ Dollars
& And
" Inch(es)

◆ Denotes Increase
↓ Denotes Reduction
● Denotes No Change
▲ Denotes addition or change.

EXHIBIT E

RECEIVED

NOV 14 2003

PA. PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

JOHN W. PELINO
MARTIN R. LENTZ
BARRY E. BRESSLER
RICHARD W. KESSLER
SALVATORE M. DeBUNDA
RICHARD N. WEINER
KENNETH J. LEVIN
LOUIS J. SINATRA
ROBERT A. HANAMIRIAN
JEANNE SCHUBERT BARNUM**
HOWARD A. ROSENTHAL
VICTORIA PAGE WOOTEN
GARY D. FRY
CRISTINA G. CAVALIERI
KAREN A. FAHRNER
EDWARD L. CIEMNIECKI*
DEBRA CSIK KERN*
DOROTHY FECHT LUNTEY*
PAUL R. FITZMAURICE*
JILL M. BELLAK
PATRICK J. DORAN*
JAMES E. MILLER*
MICHAEL D. ALLEN
ERIN B. SANTAMARIA*

LAW OFFICES
PELINO & LENTZ
A PROFESSIONAL CORPORATION
ONE LIBERTY PLACE
THIRTY-SECOND FLOOR
1650 MARKET STREET
PHILADELPHIA, PA 19103-7393
(215) 665-1540
FAX (215) 665-1536

OF COUNSEL
ALBERT W. SCHIFFRIN
ELLIOT UNTERBERGER
C. RICHARD HORROW
HENRY W. MAXMIN
(1976-1990)

PELINO & LENTZ
30 SOUTH HADDON AVENUE
HADDONFIELD, NJ 08033-9975
(609) 428-9484
NJ MANAGING ATTORNEY

October 31, 1997

*ALSO MEMBER NJ BAR 246-3127
DIRECT DIAL (215)

RECEIVED

NOV 14 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Matt Larmore
Bayshore Transportation System, Inc.
901 Dawson Drive
Newark, DE 19713

**Re: Pennsylvania Public Utility Commission
Application of Bayshore Transportation System, Inc.
Docket No.: A-114277 - Property Application
Our File No.: 4868.00.001**

Dear Matt:

I am pleased to enclose the original of the Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission to Bayshore Transportation System, Inc. authorizing it to transport property, except household goods, between points in Pennsylvania.

I recommend that you retain the enclosed Certificate with the other corporate documents of Bayshore.

I will continue to keep you apprised of developments in Bayshore's Household Goods proceeding.

Very truly yours,

Edward L. Ciemniecki

ELC/slw
Enclosure



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

REFER TO OUR FILE

November 24, 1997

A-00114277

EDWARD L CIEMNIECKI ESQUIRE
ONE LIBERTY PLACE
1650 MARKET STREET
32ND FLOOR
PHILADELPHIA PA 19103

Application of BAYSHORE TRANSPORTATION SYSTEM, INC.

To Whom It May Concern:

The records of the Commission show that the applicant has complied with the necessary insurance requirements.

Enclosed, is the CERTIFICATE OF PUBLIC CONVENIENCE evidencing the Commission's approval of the right to operate as a motor carrier.

Kindly attach the enclosures to the compliance order previously issued and mailed to you.

Very truly yours,

James J. McNulty
James J. McNulty Secretary

EMD

BAYSHORE TRANSPORTATION SYSTEM INC
901 DAWSON DRIVE
NEWARDK DE 19713

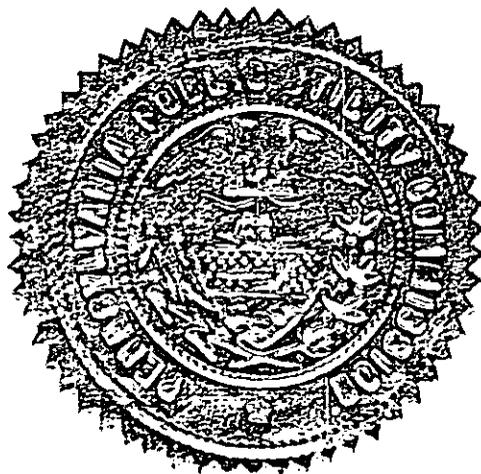
PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-00114277

BAYSHORE TRANSPORTATION SYSTEM, INC.

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval to operate as a motor carrier.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 24th day of November, 1997.



James J. McNulty

Secretary

RECEIVED

NOV 14 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT F

BAYSHORE TRANSPORTATION SYSTEM, INC.
STATEMENTS OF ASSETS, LIABILITIES AND STOCKHOLDERS' EQUITY
INCOME TAX BASIS
AS OF DECEMBER 31,
(See Accountants' Review Report)

ASSETS

	2002	2001
<u>CURRENT ASSETS</u>		
Cash (Exhibit D)	\$ 34,460	\$ 0
Accounts Receivable	2,101,924	1,741,782
Prepaid Expenses	65,680	86,552
<u>TOTAL CURRENT ASSETS</u>	\$ 2,202,064 ✓	\$ 1,828,334
<u>PROPERTY AND EQUIPMENT</u>		
Leasehold Improvements	\$ 312,768	\$ 304,515
Office Equipment	415,220	359,960
Revenue Equipment	1,665,015	1,602,116
Storage Pads, Vaults and Miscellaneous Equipment	778,577	775,419
Van Equipment	97,130	92,371
	\$ 3,268,710	\$ 3,134,381
<u>Less: Accumulated Depreciation</u>	2,612,863	2,303,389
<u>NET PROPERTY AND EQUIPMENT</u>	\$ 655,847	\$ 830,992
<u>OTHER ASSETS</u>		
Security and Utility Deposits	\$ 7,727	\$ 11,487
Cash Surrender Value on Officers' Life Insurance	226,006	210,565
<u>TOTAL OTHER ASSETS</u>	\$ 233,733	\$ 222,052
<u>TOTAL ASSETS</u>	\$ 3,091,644 ✓	\$ 2,881,378

RECEIVED

NOV 14 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2002</u>	<u>2001</u>
<u>CURRENT LIABILITIES</u>		
Cash Overdraft (Exhibit D)	\$ 0	\$ 35,673
Accounts Payable	707,441	978,004
	3,393	21,485
	537,139	268,034
	0	3,113
	299,932	300,000
	68,314	49,224
	<u>2,112</u>	<u>5,987</u>
	<u>\$ 1,618,331</u> ✓	<u>\$ 1,661,520</u>
	<u>\$ 731,433</u>	<u>\$ 494,726</u>
	<u>0</u>	<u>2,129</u>
	<u>\$ 731,433</u>	<u>\$ 496,855</u>
	<u>\$ 2,349,764</u> ✓	<u>\$ 2,158,375</u>
	<u>\$ 40,872</u>	<u>\$ 40,872</u>
	1,544,333	1,394,333
	<u>(843,325)</u>	<u>(712,202)</u>
	<u>\$ 741,880</u> ✓	<u>\$ 723,003</u>
<u>STOCKHOLDERS' EQUITY</u>	<u>\$ 3,091,644</u>	<u>\$ 2,881,378</u>

¹² 309 ⁹ 1,644
¹³ 2,349,764

¹⁵ 741,880

ed, Issued and Outstanding

See accompanying notes.

BAYSHORE TRANSPORTATION SYSTEM, INC.
STATEMENTS OF REVENUE AND EXPENSES
INCOME TAX BASIS
FOR THE YEARS ENDED DECEMBER 31,
(See Accountants' Review Report)

	<u>2002</u>	<u>%</u>	<u>2001</u>	<u>%</u>
<u>REVENUE (Schedule B-1)</u>				
Allied Van Lines	\$ 3,575,090		\$ 4,510,895	
Bayshore Transportation System	<u>2,795,034</u>		<u>2,819,906</u>	
<u>TOTAL REVENUE</u>	<u>\$ 6,370,124</u>	<u>100.0</u>	<u>\$ 7,330,801</u>	<u>100.0</u>
<u>OPERATING EXPENSES</u>				
Depreciation	\$ 327,797	5.1	\$ 300,061	4.1
Interest	50,883	0.8	107,779	1.5
Profit Sharing	23,402	0.4	37,320	0.5
Salaries and Wages (Schedule B-2)	3,096,552	48.6	3,586,703	48.9
Warehouse Rents	654,005	10.3	863,338	11.8
Transportation Expenses (Schedule B-2)	363,481	5.7	508,453	6.9
Other Operating Expenses (Schedule B-2)	<u>2,060,565</u>	<u>32.3</u>	<u>2,955,487</u>	<u>40.3</u>
<u>TOTAL OPERATING EXPENSES</u>	<u>\$ 6,576,685</u>	<u>103.2</u>	<u>\$ 8,359,141</u>	<u>114.0</u>
<u>LOSS FROM OPERATIONS</u>	<u>\$ (206,561)</u>	<u>(3.2)</u>	<u>\$ (1,028,340)</u>	<u>(14.0)</u>
<u>OTHER INCOME (EXPENSES)</u>				
Interest Income	\$ 40	0.0	\$ 48	0.0
Dividend Income	0	0.0	48	0.0
Discounts	60,035	0.9	68,335	0.9
Gain on Sale of Assets	2,500	0.0	0	0.0
Net Officers' Life Insurance	(4,101)	(0.1)	4,466	0.1
Administrative Income	<u>16,964</u>	<u>0.3</u>	<u>14,800</u>	<u>0.2</u>
<u>TOTAL OTHER INCOME (EXPENSES)</u>	<u>\$ 75,438</u>	<u>1.2</u>	<u>\$ 87,697</u>	<u>1.2</u>
<u>NET LOSS (Exhibits C and D)</u>	<u>\$ (131,123)</u>	<u>(2.1)</u>	<u>\$ (940,643)</u>	<u>(12.8)</u>

See accompanying notes.

EXHIBIT G

RECEIVED

NOV 14 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

AGREEMENT

THIS AGREEMENT is made this 08 day of November, 2003, between **JAMES R. LAFFERTY, JR. TRUCKING COMPANY**, a Pennsylvania business corporation (SELLER) and **BAYSHORE TRANSPORTATION SYSTEM, INC.**, a Delaware corporation (BUYER).

A. SELLER is a motor carrier of property operating in intrastate commerce pursuant to operating authority issued by the Pennsylvania Public Utility Commission (PUC).

B. SELLER is the owner of a Certificate of Public Convenience issued by the PUC at Application Docket No. A-00116791, a copy of which is attached hereto as Appendix "A" (herein referred to as "the operating rights").

C. BUYER has agreed to buy all of the operating rights of SELLER issued by the PUC.

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 transaction pursuant to the applicable provisions of the Pennsylvania Public Utility Code.

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 interest and other claims, the operating rights.

2. **Price and Payment.** BUYER will pay to SELLER for the operating rights the sum of Thirteen Thousand (\$13,000) Dollars to be paid by BUYER to SELLER at the closing to SELLER's lender, National Penn Bank. BUYER and SELLER agree to BUYER's depositing \$6,500 of the purchase amount in escrow at the time of filing of the Application.

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

Accordingly, within thirty (30) days after the execution of this Agreement, the parties will jointly file with the PUC an application pursuant to 66 Pa. C.S. § 1102 seeking permanent approval of the purchase of the operating rights by BUYER from SELLER.

BUYER shall pay all filing fees in connection with the filing of the Application.

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 such Application and other documents, subject to the approval of counsel.

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

Counsel for BUYER will prepare the necessary Application.

4. **Denial of PUC Application.** In the event the PUC, by its 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 with respect thereto under this Agreement.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 5.

5. **Appeals.** In the event the PUC, by its Final Order, should deny the Application, either party may seek judicial review of said order to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraph 4 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 4.

For purposes of this Agreement, the term "Final Order" shall be defined as an Order of the PUC finally determining the Application, specifically in the case of the 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.

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

6.1 The operating rights set forth on Appendix "A" are true, correct and complete.

6.2 The Certificate of Public Convenience evidencing the PUC operating rights has been duly issued by the PUC; the operating rights are in good standing with the PUC and there are no citations, complaints, investigations or enforcement proceedings pending or threatened against SELLER by the PUC, the Pennsylvania Department of Transportation, or any other regulatory agency; and the operating rights are, and on the final closing date will be, in full force and effect.

6.3 There are no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority and there will be no such proceedings pending or threatened on the date of consummation of the transaction.

6.4 The execution and performance of this Agreement by SELLER will not violate any provisions of law.

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

7.1 BUYER is a corporation, and has full power and authority to engage in the proposed business and to enter into this transaction.

7.2 BUYER has taken appropriate action to enter into this Agreement and is properly authorized to execute and deliver this Agreement and such other documents as may be necessary to effectuate the purposes of this Agreement.

8. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to Section 510 of the Pennsylvania Public Utility Code (66 P.S. § 510), 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 from the proceeds of the sale. 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. In the event SELLER fails to do so within ten (10) days after receiving notice from the PUC or BUYER that such amounts are due, BUYER shall have the right to pay such assessments and to deduct any amounts so paid from the consideration due pursuant to paragraph 2 of this Agreement.

9. **Survival of Representations and Warranties.** All provisions in this Agreement applicable to BUYER and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing BUYER to purchase the operating rights. BUYER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

10. **Closing.** This transaction will be consummated on the closing date. The closing date shall be 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 transaction or the thirtieth (30th) such day if no other day is selected. The time of day and location of the closing shall be mutually agreed upon by the parties.

11. **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.

12. **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 of their principal place of business.

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

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

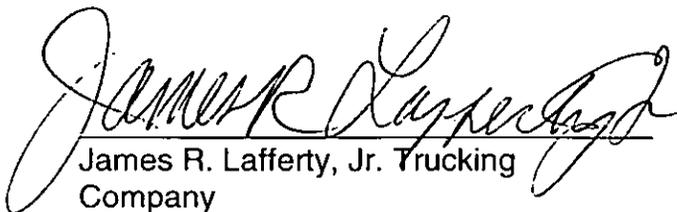
14. **Paragraph Headings.** The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

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

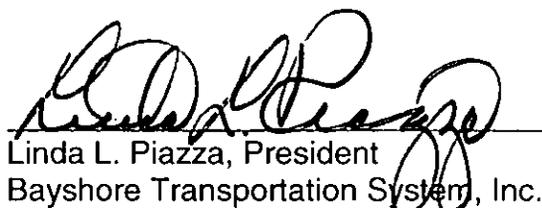
ATTEST:

SELLER:


James R. Lafferty, Jr. Trucking
Company

ATTEST:

BUYER:


Linda L. Piazza, President
Bayshore Transportation System, Inc.

RECEIVED

NOV 14 2003

PA. PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Bayshore
Transportation System, Inc. for
Approval of the Transfer of Common
Carrier Household Goods Authority
Held by James R. Lafferty, Jr., an
individual doing business as James
R. Lafferty, Jr. Trucking Company
under Certificate No. A-00116791.

Docket No. A _____

RECEIVED
OFFICE OF SAFETY
TRANSPORTATION
2003 NOV 17 PM 2:33

CERTIFICATE OF SERVICE

I hereby certify that I have this day served true and correct copies of the foregoing Application upon the individuals listed, in accordance with the requirements of Section 1.54 (relating to service by a participant).

Via First Class Mail

Matt Larmore
Bayshore Transportation System, Inc.
901 Dawson Avenue
Newark, DE 19713

Aris J. Karalis, Esquire
Ciardi, Maschmeyer & Karalis, PC
1900 Spruce Street
Philadelphia, PA 19013-6697

James R. Lafferty, Jr.
P.M.B 240
303 West Lancaster Ave.
Wayne, PA 19087

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Kirkpatrick & Lockhart LLP
240 North Third Street
Harrisburg, PA 17101-1507
(717) 231-4500
(717) 231-4501 (Fax)
jmelia@kl.com


James P. Melia

Dated: November 14, 2003

DOCKETED
Council for Bayshore Transportation
System, Inc.
DEC 17 2003

DOCUMENT
FOLDER

Kirkpatrick & Lockhart LLP

Payne Shoemaker Building
240 North Third Street
Harrisburg, PA 17101-1507
717.231.4500
www.kl.com

December 15, 2003

James P. Melia
717.231.5842
Fax: 717.231.4501
jmelia@kl.com

Gale Travitz
Bureau of Transportation & Safety
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 3rd Floor
400 North Street
Harrisburg, PA 17120

Re: Application of Bayshore Transportation System, Inc.
Docket No. A- 114277, F2, Am-A

Dear Ms. Travitz

Enclosed please find a check in the amount of \$4,281 as the outstanding assessment against James R. Lafferty, Jr. Trucking Company. This authority is in the process of being sold to Bayshore Transportation System, Inc. This check is being submitted in satisfaction of the outstanding assessment and to allow the Application to go forward.

If you have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

James P. Melia /cem

James P. Melia
Counsel for Bayshore Transportation System, Inc.

JPM/cem
Enclosure

cc: Matt Larmore
James R. Lafferty, Jr.
Aris J. Karalis, Esquire

DOCKETED
DEC 17 2003

**DOCUMENT
FOLDER**

HA-139855 v1 0606070-0701

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

DATE 12/19/2003
RECEIPT # 201589

JAMES MELIA, ESQUIRE KIRKPATRICK & LOCKH
PAYNE SHOEMAKER BUILDING
240 NORTH THIRD STREET
HARRISBURG, PA 17101-1507

DOCUMENT

IN RE: Application fees for JAMES R LAFFERTY JR TRUCKING COMPANY

Docket Number A-00114277F0002AMA..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 6000532
CHECK AMOUNT: \$350.00

C. Joseph Meisinger
(for Department of Revenue)

DOCKETED
JAN 22 2004

RJP



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

IN REPLY PLEASE
REFER TO OUR FILE

Tuesday, December 23, 2003

JAMES P MELIA ESQUIRE
240 NORTH THIRD STREET
HARRISBURG PA 17101-1507

*ordered
file
2-5-04*

In re: Application of Bayshore Transportation Systems, Inc.

**THIS APPLICATION HAS BEEN ASSIGNED PUC DOCKET
NUMBER A-00114277, F.2. Am-A PLEASE USE THIS NUMBER
WHEN CONTACTING THE PUC.**

To Whom It May Concern:

The application cited above has been captioned as attached and will be published in the Pennsylvania Bulletin of January 3, 2004. The application will be submitted for review provided no protests are filed on or before January 26, 2004.

If protests are filed, the Commission encourages discussion between applicants and protestants to resolve possible conflicts. Upon receipt of a protest, it is appropriate for applicants and protestants to contact each other to open a dialogue.

If protests are not withdrawn within 21 days of the protest due date as indicated above, the application will be assigned to the Office of Administrative Law Judge. Parties might be given the opportunity to participate in a voluntary mediation process.

Should all efforts to resolve protests fail, the application will be assigned to an Administrative Law Judge for hearing. Parties to the application proceeding will be advised concerning the process set for their case.

Questions concerning publication and protests may be directed to the Transportation Application Specialist below by telephoning direct 717-783-5945.

Document folder
DOCKETED
FEB 04 2004
ST

Very truly yours,

Gale E. Travitz

Gale E. Travitz
Transportation Application Specialist
Bureau of Transportation & Safety

cc: BAYSHORE TRANSPORTATION SYSTEM INC
901 DAWSON DRIVE
NEWARK DE 19713

**DOCUMENT
FOLDER**

A-00114277, FOLDER 2, Am-A BAYSHORE TRANSPORTATION SYSTEMS, INC.
(901 Dawson Drive, Newark, Delaware 19713), a corporation of the State of Delaware - household goods in use, between points in the counties of Chester and Delaware, and from points in said counties, to points in Pennsylvania: SO AS TO PERMIT the transportation of household goods in use: (1) between points in the city and county of Philadelphia and within an airline radius of five (5) statute miles of the Philadelphia City Hall in the county of Montgomery; (2) between points in the city and county of Philadelphia and within an airline radius of five (5) statute miles of the Philadelphia City Hall in the county of Montgomery, to other points in Pennsylvania within an airline radius of fifty (50) statute miles of the Philadelphia City Hall and vice versa; (3) between points in the city and county of Philadelphia; (4) from points in the city and county of Philadelphia, to points in Pennsylvania, and vice versa; (5) between points in the city of Chester, Delaware County, and within five (5) statute miles of the usually traveled highways of the limits of said city; (6) between points in the county of Delaware, and from points in said county, to other points in Pennsylvania, and vice versa; and (7) between points in the city of West Chester, Chester county, and within an airline distance of ten (10) statute miles of the limits of said city, and from said area, to points in Pennsylvania, and vice versa; which is to be a transfer of all the rights authorized under the certificate issued at A-00116791, F. 1 to James R. Lafferty, Jr. Trucking Company, subject to the same limitations and conditions. Attorney: James P. Melia, 240 North Third Street, Harrisburg, PA 17101-1507.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin JAN 03 2004

BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER
December 03

A-00114277
F. 2
Am-A

Application of Bayshore Transportation Systems, Inc., a corporation of the State of Delaware, for the amendment to its common carrier certificate, which grants the right, to transport, by motor vehicle, household goods in use, between points in the counties of Chester and Delaware, and from points in said counties, to points in Pennsylvania: SO AS TO PERMIT the transportation of household goods in use: (1) between points in the city and county of Philadelphia and within an airline radius of five (5) statute miles of the Philadelphia City Hall in the county of Montgomery; (2) between points in the city and county of Philadelphia and within an airline radius of five (5) statute miles of the Philadelphia City Hall in the county of Montgomery, to other points in Pennsylvania within an airline radius of fifty (50) statute miles of the Philadelphia City Hall and vice versa; (3) between points in the city and county of Philadelphia; (4) from points in the city and county of Philadelphia, to points in Pennsylvania, and vice versa; (5) between points in the city of Chester, Delaware County, and within five (5) statute miles of the usually traveled highways of the limits of said city; (6) between points in the county of Delaware, and from points in said county, to other points in Pennsylvania, and vice versa; and (7) between points in the city of West Chester, Chester county, and within an airline distance of ten (10) statute miles of the limits of said city, and from said area, to points in Pennsylvania, and vice versa; which is to be a transfer of all the rights authorized under the certificate issued at A-00116791, F. 1 to James R. Lafferty, Jr. Trucking Company, subject to the same limitations and conditions.

GET/gt

12/17/03

Application received: 11/14/03

Application docketed: 12/17/03

Protests due JAN 26 2004