

GARTMEYER MOVING & STORAGE, INC.  
955 Jay-Mor Road  
Southampton, PA 18966

January 21, 1983

Jerry Rich, Secretary  
Pennsylvania Public Utility Commission  
Harrisburg, PA 17120

RECEIVED

JAN 24 1983

SECRETARY'S OFFICE  
Public Utility Commission

Re: Transfer Application of  
Garttmeyer Moving & Storage, Inc.

*A00104532*

Dear Secretary Rich:

Enclosed herewith for filing is an original plus two copies of a transfer of authority application from Bruce M. Garttmeyer and Carl J. Garttmeyer, Co-Partners, t/d/b/a Garttmeyer Moving & Storage to Garttmeyer Moving & Storage, Inc.

Also enclosed is a check in the amount of One Hundred Twenty-Five Dollars (\$125.00) for the filing fee.

Thank you for your attention and consideration in this matter.

Very truly yours,

GARTMEYER MOVING & STORAGE, INC.

DOCUMENT  
FOLDER

By *Carl J. Garttmeyer*  
Carl J. Garttmeyer, President

RECEIVED  
(Resubmitted)  
JAN 24 1983

Non-Rail Transportation  
Public Utility Comm.

RECEIVED

Form No. UCMT-38

JAN 24 1983 SEE INSTRUCTIONS ON BACK BEFORE PREPARING APPLICATION

RECEIVED JUL 31 1978 Secretary's Office PUBLIC UTILITY COMMISSION

12/7

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of GARTTMEYER MOVING & STORAGE, INC. Transferee for approval of the transfer and the beginning of the exercise of the right as a common carrier, described at Docket No. 90341 Folder No. issued to Bruce M. Carl Gattmeyer for transportation of Persons Property

Application Docket JAN 24 1983 No. A00104532 (Academy) SECRETARY'S OFFICE Public Utility Commission Folder No. RECEIVED

AUG 1 1978

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

BUREAU OF TRANSPORTATION PUBLIC UTILITY COM. RECEIVED

The application of GARTTMEYER MOVING & STORAGE, INC. respectfully represents.

DOCKETED APPLICATION DOCKET FEB 2 1983 ENTRY NO. 511

- 1. That the business address of applicant is: 955 Jay Mor Road, Southampton, Pennsylvania 18966 Bucks (County)
2. That the name of applicant's attorney is: KIP D. DENEGA, JR., ESQUIRE, 623 Four Penn Center Plaza, Philadelphia, Pa., 19103 (Name) (Address)
3. That applicant is a Corporation (Individual, partnership or corporation)

That applicant, if an individual or partnership, is doing business under the trade name of N/A

That said trade name N/A been registered with the Secretary of the Commonwealth on 19, and with the Prothonotary of County on 19, in accordance with the provisions of the Fictitious Names Act of June 28, 1917, as amended.

That applicant, if a partnership, attaches hereto, as an exhibit, a copy of the partnership agreement and asserts that the names and addresses of the partners are as follows.

Table with 3 columns: Name, City Address, County. Row 1: N/A, N/A, N/A

DOCUMENT FOLDER

That applicant, if a corporation, was organized under the laws of the State of Pennsylvania and attaches hereto as an exhibit a statement of its charter purpose. Applicant (if a foreign corporation) qualified to do business in Pennsylvania by registering in the office of the Secretary of the Commonwealth on the 24th day of MAY, 19.65

4. That applicant designates Carl J. Gattmeyer, 955 Jay Mor Road, Southampton, Pa. 18966 as the person upon whom service of any notice, process or order of the Public Utility Commission be made for him or it.

5. That applicant now holds the following certificates of public convenience or permits (include those issued by Interstate Commerce Commission) Certificate No. MC 24106 (Interstate Commerce Commission) Pa. PUC License No. 90341

6. That the applicant is 21 years of age or over Yes (Yes) (No)

7. That applicant desires to operate the following number of motor vehicles with a capacity of: Passenger-carrying vehicles SEE ATTACHED SCHEDULE "A" Trucks APPR Tractors COMPL Semi-trailers MVIC Four-wheel trailers CHECKED BY

BEGINNING

8. That applicant is not now operating as a common or contract carrier, but is financially able to furnish adequate service to the public and submits the following statement of financial condition.

ASSETS AND LIABILITIES OF APPLICANT: N/A

ASSETS

Value of Real Estate .....\$.....

Value of Personal Property .....\$.....

LIABILITIES

Amount of Mortgages .....\$.....

Amount of Judgments .....\$.....

Amount of Other Liabilities .....\$.....

9. That applicant now operates as a ..... carrier, and submits herewith as Exhibits A and B a Balance Sheet (Statement of Assets and Liabilities) as of ....., 195....., and an Income Statement (Statement of Profit and Loss) for the twelve months ended ....., 195..... (See Instructions, Par. 3)

10. That neither applicant, its stockholders (if applicant is a corporation); nor its members (if applicant is a partnership) are in control of or affiliated with any other motor, rail, water, express or other carrier. (If applicant, its stockholders, or members are in control of or affiliated with any other carrier, explain fully below.)

11. That applicant proposes to render as a ..... common carrier by means of motor vehicles, the service authorized in the certificates or permits issued to Bruce Garttmeyer & Carl J. ...., as follows: Garttmeyer, co-partners t/a Garttmeyer Moving & Storage Transferor (See instructions, Paragraph 4.)

12. That applicant proposes to begin furnishing service immediately upon receipt of the certificate of public convenience or permit evidencing the right to do so.

13. That there are attached hereto copies of bilateral contracts between applicant and shippers (if proposed service is that of a contract carrier).

14. That the total amount of consideration to be paid is \$18,033.34..... That the consideration was determined as follows: .....

That the consideration will be paid as follows: .....cash or certified check at settlement.....

15. That schedules A and B, hereof, are statements of the equipment and other property to be transferred.

16. That the following exhibits are attached hereto and made a part hereof:  
 Exhibit C, being a copy of the sales agreement.  
 Exhibit D, being an itemized statement of the unpaid business debts of transferor and how they will be satisfied.  
 Exhibit E, being a statement of the gross common carrier intra-state operating revenue of the transferor for each of the past three years.

17. That all General Assessments which have been made against Bruce Garttmeyer & Carl J. .... as a common carrier, and Garttmeyer Moving & Storage, Inc. as a common carrier pursuant to Section 1201 of the Public Utility Law, have been paid or remittance is made herewith to cover such General Assessments.

18. That Garttmeyer Moving & Storage, Inc. hereby agrees to assume and pay any General Assessments that may be made, pursuant to Section 1201 of the Public Utility Law, against Bruce Garttmeyer & Carl J. .... as a common carrier for any and all operating periods up to the actual date of the approval of transfer of the certificate.

### SCHEDULE "A"

DESCRIPTION OF EACH PASSENGER VEHICLE, TRUCK, TRACTOR, TRAILER, SEMI-TRAILER, TAXICAB OR OTHER MOTOR VEHICLE TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Name of Manufacturer (1)	Year of Manufacture (2)	Description					Date Purchased (8)	Condition When Purchased (New or Used) (9)	Original Cost (10)	Cost of Additions, Betterments, and Improvements (11)	Total Cost (12)	Depreciation (13)	Total Cost Less Depreciation (14)	Estimated Present Value (15)	Encumbrance (16)
		Type of Body (3)	Engine Number (4)	Capacity (5)	Manufacturer's Number (6)	Miles Operated (7)									
Internat'l. Metro	1968	Truck		6.5 T			1967	New	13,375.	None	13,375.	13,375.	None	6,000.	None
Internat'l.	1967	Truck		1/2 T			1967	Used	1,800.	None	1,800.	1,800.	None	1,000.	None
Internat'l.	1968	Tractor		13 T			1968	New	8,285.	None	8,285.	8,285.	None	4,000.	None
Internat'l.	1969	Truck		15 T			1969	New	9,500.	None	9,500.	9,500.	None	3,500.	None
Internat'l.	1969	Truck		15 T			1969	Used	6,400.	None	6,400.	6,400.	None	1,500.	None
Kentucky	1969	Trailer					1970	New	10,898.	None	10,898.	10,898.	None	2,500.	None
Internat'l.	1971	Truck		13 T			1971	New	13,205.	None	13,205.	13,205.	None	5,000.	None
Trailmobile	1950	Trailer		11 T			1960	Used	3,500.	None	3,500.	3,500.	None	1,000.	None
Freuhoff	1956	Trailer		11 T			1967	Used	2,500.	None	2,500.	2,500.	None	1,000.	None
Tag Along	1956	Trailer		10 T			1965	Used	2,500.	None	2,500.	2,500.	None	1,000.	None
Internat'l.	1968	Truck		6.5T			1968	New	11,000.	None	11,000.	11,000.	None	5,000.	None
Internat'l.	1973	Tractor		15 T			1974	Used	6,000.	None	6,000.	3,434.93	2,565.07	7,500.	None
Total columns 10 to 16 inclusive									88,963.	None	88,963.	86,397.93	2,565.07	39,000.	None

State who is to assume encumbrance and how it will be satisfied .....

### SCHEDULE "B"

DESCRIPTION OF EACH OTHER ITEM OF PROPERTY TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Description (A)	Date of Purchase, Installation or Construction (B)	Original Cost (C)	Depreciation (D)	Original Cost Less Depreciation (E)	Estimated Present Value (F)	Encumbrance (G)
NONE						
Total columns C to G inclusive						

State who is to assume encumbrance and how it will be satisfied .....

19. The transferor hereby agrees to continue to render the service as described in Paragraph 11 of this application until the application for transfer is approved, whereupon transferor will surrender said certificate or permit for cancellation.

WHEREFORE, Transferee and Transferor pray your Honorable Commission to issue a Cert. Public Convenience (Certificate of public convenience or permit) under the provisions of the Pennsylvania Public Utility Law, evidencing its approval of

the right of the transferor to transfer and transferee to begin to exercise the right to operate motor vehicles for the transportation of persons or property as described in Paragraph 11 of this application.

Transferee sign here GARTTMEYER MOVING & STORAGE, INC.

(If partnership, each partner must sign)

Signed and dated this 18th day of JULY 1978 By: [Signature]

Transferor sign here [Signature]

(If partnership, each partner must sign)

Signed and dated this 18th day of JULY 1978 [Signature]

COMMONWEALTH OF PENNSYLVANIA } ss: Bruce Garttmeyer & Carl J. Garttmeyer  
COUNTY OF PHILADELPHIA } Co-Partners t/a Garttmeyer Moving & Storage

Personally appeared before me, a Notary Public in and for said County and Commonwealth Carl J. Garttmeyer, President of Garttmeyer Moving & Storage, Inc., who being duly sworn according to law doth depose and say that the facts contained in the foregoing application are true and correct to the best of transferee's knowledge and belief, and that transferee is not now engaged in any intrastate transportation of persons or property for compensation in Pennsylvania (except as authorized by the certificates of public convenience or permits specified in Paragraph 5) and will not engage in the transportation for which approval is herein sought unless and until he shall have received authorization for such transportation.

Sworn to and subscribed before me this 18th day of JULY, 1978

[Signature]

(Signature of official authorized to administer oaths)

**AFFIDAVIT OF TRANSFEROR**

**RANDE I. HELGESEN**  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 27, 1981

COMMONWEALTH OF PENNSYLVANIA } ss:  
COUNTY OF PHILADELPHIA

Personally appeared before me, a Notary Public in and for said County and Commonwealth Bruce Garttmeyer & Carl J. Garttmeyer, co-partners t/a Garttmeyer Moving & Storage (Name of transferor) who being duly sworn according to law doth depose and say that he is the holder of the

certificates of public convenience or permits proposed to be transferred to Garttmeyer Moving & Storage, Inc. (Name of transferee) that

the facts as contained in the foregoing application are true and correct to the best of his knowledge and belief.

Sworn to and subscribed before me this 18th day of JULY, 1978

**RANDE I. HELGESEN**  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 27, 1981

[Signature]

(Signature of official authorized to administer oaths)

**INSTRUCTIONS TO BE FOLLOWED IN PREPARING APPLICATION**  
**No Application Will Be Accepted From a Minor**

1. A separate application must be filed for each type of service, such as common carrier of persons on schedule; contract carrier of persons; transportation of persons on call or demand; transportation of persons in group and party service; common carrier of property; contract carrier of property.
2. In Paragraph 5, state the number or numbers of any Public Service Commission, Pennsylvania Public Utility Commission, or Interstate Commerce Commission Certificate or Contract Carrier Permit now held by the applicant.
3. The balance sheet referred to in Paragraph 9 should be as of the latest date available and the Income Statement should be for the twelve months ending with the date of the balance sheet.
4. In Paragraph 11, describe service as authorized under the certificates or permits to be transferred, which the applicant proposes to render. If any part of the service is to be omitted, give reasons for such omission.
5. It is not required that applicant be represented by an attorney, unless applicant is a corporation.
6. The original application signed at the place designated, duly verified by affidavit and two copies of same must be filed at the office of the Pennsylvania Public Utility Commission at Harrisburg, Pennsylvania. A filing fee of Ten Dollars (\$10.00) is required.
7. If fee is paid by check or post office money order, make same payable to State Treasurer. Checks must be certified.
8. If space provided in form is not sufficient, prepare on separate sheet, attach it to application and give it the same number as question or statement to which it refers.
9. THIS APPLICATION FORM IS ONLY TO BE USED IN APPLYING FOR A TRANSFER OF RIGHTS UNDER EXISTING CERTIFICATES OR PERMITS. No application will be entertained for a transfer of rights which have been canceled or which for other reasons are obsolete.



*Garttmeyer*  
MOVING AND STORAGE  
LOCAL AND LONG DISTANCE

(215) 677-8777

955 JAY-MOR ROAD

SOUTHAMPTON, PA. 18966

(215) 355-8787

STATEMENT OF FINANCIAL CONDITION

JUNE 30, 1978

ASSETS

CASH		3,842.43
ACCOUNTS RECEIVABLE		18,892.11
LOANS TO EMPLOYEES		1,637.99
LAND		57,000.00
BUILDING	221,500.00	
BLDG. IMPROVEMENTS	5,658.80	
FURNITURE & FIXTURES	4,028.00	
WAREHOUSE EQUIPMENT	15,227.38	
TRUCKS & TRAILERS	101,656.96	
	<u>348,071.14</u>	
LESS ACCUMULATED DEPRECIATION	155,271.15	
BOOK VALUE FIXED ASSETS		192,799.99
CASH SURRENDER VALUE		7,413.26
INSURANCE ON LIVES OF OFFICERS		7,500.00
MOVING RIGHTS		<u>289,085.78</u>



*Garttmeyer*  
**MOVING AND STORAGE**  
LOCAL AND LONG DISTANCE

(215) 677-8777  
(215) 355-8787

955 JAY-MOR ROAD  
STATEMENT OF FINANCIAL CONDITION

SOUTHAMPTON, PA. 18966

JUNE 30, 1078

LIABILITIES

ACCOUNTS PAYABLE	18,854.59
UNION DUES PAYABLE	33.00
INSURANCE LOAN PAYABLE	7,413.26
MORTGAGES PAYABLE	235,017.24
PAYROLL TAXES PAYABLE	5,970.58
LOANS PAYABLE OFFICERS	<u>13,030.24</u>

TOTAL LIABILITIES

280,318.91

EQUITY

CAPITAL STOCK	<u>1,000.00</u>
RETAINED EARNINGS	<u>7,766.87</u>

TOTAL EQUITY

8,766.87

TOTAL LIABILITIES & EQUITY

289,085.78



# Gartmeyer

## MOVING AND STORAGE

LOCAL AND LONG DISTANCE

(215) 677-8777  
(215) 355-8787

955 JAY-MOR ROAD

SOUTHAMPTON, PA. 18966

### INCOME STATEMENT

Fiscal Period 7/1/77 to 6/30/78

Sales		183,576.67
Less Cost of Operations		
Labor	53,636.72	
Sub Contract	9,116.43	
Repairs to Building	706.98	
Truck Repairs	5,996.81	
Truck Expense	1,378.22	
Warehouse Expense	4,685.12	
Trip Expense	3,963.55	
Rubbish Removal	992.00	
Rental - Trucks	468.34	
Tags	1,673.08	
Packing Material	<u>5,145.54</u>	
Total Cost of Operations		<u>87,762.79</u>
Gross Profit on Operations		95,813.88
Less Expenses		
Taxes		
PUC	330.11	
FICA	4,505.69	
Unemployment Tax (Pa.)	1,194.55	
Unemployment Tax (US )	195.61	
Real Estate	9,038.24	
Road Taxes	<u>359.43</u>	
Total Taxes		15,623.63
Interest		
Interest on Mortgage	20,658.00	
Interest Internal Revenue	395.90	
Interest State Income Tax	190.35	
Other Interest	<u>28.52</u>	
Total Interest		21,272.77
Other Expenses		
Compensation of Officers	20,257.00	
Traveling Expense	4,055.85	
Telephone	6,374.91	
Office Expense	2,401.29	
Professional Fees	1,272.50	
Insurance	11,516.00	
General Expense	2.47	
Union Pension Fund	792.75	
Union Health & Welfare Fund	1,327.62	
Bank Charges	92.96	
Depreciation	8,851.50	
Advertising	<u>321.00</u>	
Total Other Expense		57,265.85
Total Expenses		<u>94,162.25</u>
Net Income		1,651.63



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AUG 1 1978

BUREAU OF TRANSPORTATION  
PUBLIC UTILITY COMM.

AGREEMENT OF SALE

SEP 21 6 22 AM '81

RECEIVED

JUL 31 1978

Secretary's Office  
Public Utility Commission

THIS AGREEMENT, made this 18th day of JULY, A.D., 1978  
by and between BRUCE GARTMEYER (hereinafter referred to as "Seller") and  
GARTMEYER MOVING & STORAGE, INC. (hereinafter referred to as "Buyer"),

WITNESSETH:

? WHEREAS, the Seller is the owner of one-half (1/2) of the stock in  
the Gartmeyer Moving & Storage, Inc., presently located at 955 Jay-Mor Road,  
Southampton, Bucks County, Pennsylvania; and

WHEREAS, Seller desires to sell and the Buyer desires to purchase  
all his right, title and interest in and to the Seller's one-half (1/2) interest  
in the business under the terms and conditions hereinafter set forth.

NOW, THEREFORE, intending to be legally bound hereby, the parties  
hereto agree as follows:

1. Seller shall sell and the Buyer shall purchase, free and  
clear of all liens, encumbrances and liabilities, Seller's business or one-  
half (1/2) interest owned by him, as stated, operated at the premises above-  
described, under the trade name of Gartmeyer Moving & Storage, Inc., including  
merchandise and stock in trade, furniture, trade fixtures, machinery, equip-  
ment, notes and Accounts Receivable, insurance policies which may be trans-  
ferred and all other assets of the Seller's one-half (1/2) interest in the  
business, tangible and intangible, including vans, tractors, trailers and other  
motor vehicles as listed in Schedule "A", attached hereto and made a part  
hereof, being presently in the name of Gartmeyer Moving & Storage, Inc., all  
of which are more fully described and enumerated as herein stated.

In the transfer of the one-half (1/2) interest by the  
Seller, the Buyer will be responsible for any outstanding debts and obli-  
gations presently existing against the Gartmeyer Moving & Storage, Inc., other  
than herein listed or made a part of this Agreement.

2. Buyer shall pay to the Seller as the purchase price for  
the foregoing, the sum of Eighteen Thousand Thirty-three Dollars, 34 cents  
(\$ 18,033.34/100 ) Dollars in cash or certified check to the order of

I hereby certify that this  
is a true and correct copy  
of the original filed.

*Kip D. Demery*  
Attorney for

*when Paid?*

Seller, upon the delivery of the executed shares of stock made over to the Garttmeyer Moving & Storage, Inc., and pay the balance of the bank loan in which Bruce Garttmeyer, et ux, Seller, has made a loan.

3. That upon receipt of the consideration, as provided hereinbefore, Bruce Garttmeyer shall here as of now resign any position that he has as a Corporate Officer in the Garttmeyer Moving & Storage, Inc., effective immediately.

4. That the Seller, Bruce Garttmeyer, shall no longer be employed by the Garttmeyer Moving & Storage, Inc., in any capacity whatsoever, which shall become effective immediately, without a vacation pay or severance pay or any other pay whatsoever, other than the consideration hereintobefore stated.

5. The sale and transfer of the assets and the closing hereunder shall be immediate and on the same date as aforesaid. At said time and place, Seller shall deliver to the Buyer all the keys to the business premises, a bill of sale, and all other instruments and documents necessary to transfer the Seller's business interest and assets to the Buyer. The Buyer shall sign all documents necessary to transfer the Pennsylvania Public Utility Commission License No. 90341, held as co-partners with Carl J. Garttmeyer, and Interstate Commerce Commission Certificate of Public Convenience and necessity MC 24106 unto the said Buyer. The Seller shall duly execute any and all papers necessary for transfer of the AE Garttmeyer PUC license to Garttmeyer Moving & Storage, Inc. At such time, the Buyer shall have possession and ownership of the said business and all the assets of the said business.

Seller shall, upon receipt of the said consideration, as herein stated, repay to the Bank of Old York Road the balance of his personal loan, immediately, in the sum of Forty-one Hundred Eighty-one Dollars, 34 cents (\$ 4,181.34/100 ) Dollars, as of July 19, 1978, and hereby releases and indemnifies the Buyer from any and all liability thereof.

6. Buyer hereby releases Seller and agrees to indemnify him from any and all delinquent taxes due and payable unto the Internal Revenue

Service, Pennsylvania Use and Income Tax, and Teamsters Union Pension and Welfare Fund.

7. Seller does hereby, as part of the consideration herein, release, remise and forever transfer any and all equity or interest that he may have in the Lease-Purchase of 955 Jay-Mor Road, Southampton, Bucks County, Pennsylvania, 18966, unto the Buyer, who in turn hereby releases the Seller from any and all liability thereunder and agrees to indemnify the Seller, if necessary.

8. (a) Buyer shall assume and hereby agrees to be bound by all contracts between the Seller and any third-persons executed during the course of the Seller's interest in the business.

(b) Seller shall continue to perform any contracts of a personal nature which require performance between the date hereof and the date of the closing and the Seller agrees to indemnify and hold the Buyer harmless against any liability or expense arising out of any breach of any contract prior to closing.

(c) Buyer agrees to indemnify and hold Seller harmless for any liability or expense from any liability arising from any contract entered into by the Seller assumed or performed by the Buyer after the date of the closing.

9. Seller covenants, warrants and represents:

(a) He is the owner of one-half ( $\frac{1}{2}$ ) of the business and the assets solely as he has agreed to sell herein; and

(b) He has not contracted to sell, pledge, or mortgage all or any part of his interest in the business or in the stock certificate; and

(c) He has personally paid and until the date of closing will continue to pay all personal taxes, federal, state and local; and

(d) He shall, at the time of closing, execute and deliver all papers and instruments suitable for filing which are necessary to transfer his one-half ( $\frac{1}{2}$ ) interest in the ownership of the trade name of

GARTIMEYER MOVING & STORAGE, INC. to the Buyer and the Seller shall hereafter cease to use said name in any manner for any purpose.

10. The Buyer represents and agrees that he has inspected the premises of the business, the furniture, machinery, equipment and trade fixtures and does not rely on any representations of the Seller or any agent of the Seller as to past, current, or prospective profits or business volume.

11. The Seller shall, if necessary, from time to time, sign any and all papers that are necessary for the complete transfer of any machinery or any licenses or Public Utility Commission rights over to the Buyer or any other legal documents necessary for the consummation of this Agreement, at the time of this Agreement and any time thereafter.

12. This Agreement shall be binding upon the heirs, administrators, successors and assigns of the parties. This and the accompanying instruments and documents include the entire transaction between the parties and there are no representations, warranties, covenants or conditions except those specified herein or in accompanying instruments or documents.

13. All covenants, warranties and representations shall survive this Agreement and the closing date.

14. It is understood and agreed that the Accounts Receivable of the Seller's interest in the business are included in the purchase price, aforesaid, without any warranty by the Seller of collectability. Seller covenants, however, that he has no notice or knowledge of any defense to any Accounts Receivable. Seller relinquishes any right to any Accounts Receivable whatsoever.

15. This Agreement shall be governed in all respects by the laws of the State of Pennsylvania.

16. The Seller shall execute all the papers and documents required by the Bulk Sales Act, and any future documents necessary.

17. This Agreement shall bind the parties hereto and their respective heirs, administrators and assigns.

IN WITNESS WHEREOF, the aforesaid have set their hands and seals,  
this 18th day of JULY, A.D., 1978.

SELLER

Bruce Gartmeyer  
Bruce Gartmeyer

Bruce M. Gartmeyer  
a/k/a Bruce M. Gartmeyer

BUYER, GARTMEYER MOVING & STORAGE, INC.

By Carl J. Gartmeyer

This transfer is hereby approved by the Officers and Stockholders of the  
GARTMEYER MOVING & STORAGE, INC.

Attest:

Bruce M. Gartmeyer  
Secretary

Carl J. Gartmeyer  
President  
Carl

212. MOTOR VEHICLE EQUIPMENT AT END OF YEAR

1. The information called for below shall be given for each motor vehicle, including trailers, automobiles and service cars, included in carrier operating property at the end of year.  
 2. In the event the carrier has recorded on its books the purchase of motor vehicles on a basis other than cost, a statement shall be attached showing a reconciliation between the amount so recorded and the cost to the carrier of such motor vehicle.

Make of Vehicle	Model (Year)	Type of Body	Seating Capacity or Tonnage	Date Purchased	Condition When Purchased (New or Used)	Cost To Carrier At End of Year	Depreciation Accrued		Depreciated Book Value End of Year	Total Miles Operated	
							Current Year	Total At End of Year		During Year	At End Of Year
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
International	1966	Truck	6 1/2 ton	1967	New	13,375 00		13,375 00	None		
Metz	1967	Truck	1/2 "	1967	Used	1,800 00		1,800 00	None		
International	1968	Tractor	13 "	1968	New	8,285 00		8,285 00	None		
International	1969	Truck	15 "	1969	New	9,500 00		9,500 00	None		
International	1969	Truck	15 "	1969	Used	6,400 00		6,400 00	None		
Kentucky Trailer	1969	Trailer		1970	New	10,898 00		10,898 00	None		
International	1971	Truck	13 "	1971	New	13,205 00		13,205 00	None		
Transmobile	1950	Trailer	11 "	1960	Used	3,500 00		3,500 00	None		
Freuhel	1956	Trailer	11 "	1967	Used	2,500 00		2,500 00	None		
Tag Along	1958	Trailer	10 "	1965	Used	2,500 00		2,500 00	None		
International	1965	Truck	6 1/2 "	1968	New	11,000 00		11,000 00	None		
International	1972	Tractor	15 "	1972	Used	6,400 00		2,565 07	3,434 93		
Total						88,962 00		85,529 07	3,434 93		

EXHIBIT "A"

Application of Garttmeyer Moving & Storage, Inc., Transferor -  
Bruce M. Garttmeyer and Carl J. Garttmeyer, Co-Partners,  
t/d/b/a Garttmeyer Moving & Storage.

SUPPLEMENT TO AND UP-DATE OF  
DATA TO TRANSFER APPLICATION

The foregoing transfer application was duly executed by Bruce M. Garttmeyer, a.k.a. Bruce Garttmeyer, on July 18, 1978, and by Carl J. Garttmeyer on July 18, 1978, as Co-Partners, t/a Garttmeyer Moving & Storage, Transferor. Proper notarizations, with seal affixed, were taken to both signatures on July 18, 1978. Carl J. Garttmeyer duly executed the transfer application with proper notarization with seal affixed, as President of Garttmeyer Moving & Storage, Inc., Transferee. Such transfer application was received by the Secretary's Office on July 31, 1978 and by the Bureau of Transportation on August 1, 1978. Such application was returned by Pearl Sommers, Chief, Application Section, by letter dated August 7, 1978. (See copy of rejection letter attached as Appendix 1 hereto). The application was re-submitted by letter dated September 22, 1981. (See copy of letter of transmittal letter attached as Appendix 2 hereto). At the then attorney's request, the application was returned by Commission, letter dated September 25, 1981. (See copy of Commission letter attached as Appendix 3 hereto). Although the application was returned without review, it is suggested that it was still incomplete.

✓ For unknown reasons, Bruce M. Garttmeyer will not sign a revised transfer application, although one was submitted to him. It is important to note that Bruce M. Garttmeyer has not repudiated the transfer application which he signed, nor the agreement giving rise to the application. Both are still valid and existing. Because of a failure of cooperation by Bruce M. Garttmeyer, it is necessary to utilize the original transfer application of July 18, 1978. Present counsel does not feel at liberty to change anything on the original transfer application.

However, since the execution of the original transfer application and agreement, certain matters have been accomplished.

The purpose of this supplement is to up-date the original transfer application and to furnish information not previously submitted.

There is in the possession of applicant's attorney the original signed agreement of July 18, 1978. The copy attached to the transfer application is an exact copy.

What follows is an item by item up-date and supplement of the original transfer application to which this is attached.

The name of the transferee remains the same - Garttmeyer Moving & Storage, Inc. It is still a transfer of the common carrier authority at Docket A. 90341 of property of Bruce M. Garttmeyer and Carl J. Garttmeyer, Co-Partners, t/d/b/a Garttmeyer Moving & Storage.

1. Paragraph 1 of the transfer application is the same.
2. The name of applicant's attorney has been changed to:

Raymond A. Thistle, Jr., Esq.  
Five Cottman Court  
426 Cottman Street  
Jenkintown, PA 19046  
(215) 576-0131

3. The applicant is the same corporate applicant. The corporation was organized under the laws of the State of Pennsylvania. A summary of its charter purpose and a complete copy of its Certificate of Incorporation and application therefore, including the charter purpose is attached as Appendix 4 hereto. The additional data required of corporate applicants is attached as Appendix 8 hereto.

4. There is no change in item 4.

5. The applicant did hold ICC Certificate No. MC 24106 and still does. However, the PA PUC "License No" 90341 was not then held by the transferee-applicant. Such authority was the subject of such original and this transfer application.



6. The applicant was and is a corporation.

7. The motor vehicles listed on the attached Schedule A were transferred to the corporation as part of the general agreement. Applicant presently operates the vehicles or replacements less those retired. This present transfer application involves no transfer of motor vehicle equipment. Applicant presently has 1 Van Body Straight Truck, 3 Tractors, 1 Flat-bed trailer and 3 Van Trailers.

8. Applicant is not now operating as a carrier in Pennsylvania intrastate commerce although it is de facto, in its books.

9. The financial data attached to the transfer application filed on July 31, 1978, is still attached. However, a more current Balance Sheet and Profit and Loss Statement of the latest available date of transferee-corporation is attached as Appendix 5 hereto.

10. This question was not answered in the original transfer application. However, there was and is no affiliation with any other carrier by applicant or its stockholders, except that the transferor partners had been officers and stockholders of transferee-corporation. At present only Carl J. Garttmeyer and his wife are in control of Transferee.

11. A copy of the rights to be transferred hereby is attached as Appendix 6 hereto.

12. This statement is correct.

13. This direction is not applicable, since the authority involved is as a common carrier.

14. The total amount of consideration was \$18,033.34. The consideration was arrived at by arms-length negotiations. The total consideration has been paid at settlement in cash or certified check as indicated in 1978. No apportionment was made for the PA PUC authority here involved.

15. Schedules A and B are no longer applicable since all were transferred in 1978.

16. Exhibit C. There are two agreements attached. One is attached to the original transfer application filed on July 31, 1978, without changes. Another more recent agreement is attached as Appendix 7 hereto. In front of the Appendix 7 agreement, there is an explanation of the relationship of the two applications.

Exhibit D - attached

Exhibit E - attached

17. No change except that the corporation is not yet a PA PUC certificated carrier.

18. Transferee has been paying the assessment since 1978 and agrees to assume any outstanding assessments against the partnership-transferor.


Schedules A and B - previously explained

19. Unchanged. All insurance, tariff, reports and operations have been and will be conducted in the name of Transferor until approval hereof.

Signatures are original and properly dated and notarized.

CARL J. GARTMEYER, A CO-PARTNER  
OF BRUCE M. GARTMEYER, CO-PARTNERS,  
T/D/B/A GARTMEYER MOVING & STORAGE

DATED: January 19, 1983.

By   
Carl J. Garttmeyer, A Co-Partner



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
BUREAU OF TRANSPORTATION  
P. O. BOX 3265, HARRISBURG, PA. 17120

August 7, 1978

IN REPLY PLEASE  
REFER TO OUR FILE

Kip D. Denega, Jr.  
Attorney at Law  
Suite 623, 4 Penn Center Plaza  
Philadelphia, Pennsylvania 19103

Re: Application for Transfer  
Garttmeyer Moving & Storage, Inc. - transferee  
Bruce M. Garttmeyer and Carl J. Garttmeyer, copartners,  
t/d/b/a Garttmeyer Moving & Storage, A. 90341 - transferor

Dear Sir:

We are returning the above application, in duplicate and certified check number 7642 for \$10.00, submitted as filing fee. There are a number of discrepancies requiring your attention:

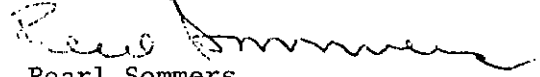
1. PUC Assessments in the amount of \$337.34 and \$11.23 for Fiscal year July 1, 1978 to June 30, 1979 have not been submitted.
2. At paragraph 3, applicant, as a corporation, should submit as an exhibit, a statement of its charter purpose. Also please provide information as to the following: Names of incorporators, officers of the corporation and their titles, directors of the corporation, shareholders and amount of shares owned of outstanding stock.
3. Please respond to paragraph 4 and 5.
4. At paragraph 11, please provide a copy of the rights to be transferred in this transaction.
5. At paragraph 16:
  - a. Exhibit C, the sales agreement, should be between the applicant, Garttmeyer Moving & Storage, Inc., and transferor, Bruce M. Garttmeyer & Carl J. Garttmeyer, copartners, t/d/b/a Garttmeyer Moving & Storage.

b. Please submit Exhibits D and E.

6. An original and two copies of the application shall be submitted.

We hope we have been of service to you in the preparation of this application. Upon resubmission of the corrected forms, be assured of our prompt attention in processing.

Very truly yours,



Pearl Sommers  
Chief - Application Section

enc.  
BH:mw

*Law Offices*  
*Kip D. Denega, Jr.*

215 922-3330  
Suite 1229  
Public Ledger Building  
6th and Chestnut Streets  
Philadelphia, Pa. 19106

COPY

September 22, 1981

Pennsylvania Public Utility Commission  
Harrisburg, Pennsylvania 17120

Re: Garttmeyer Moving and Storage, Inc.  
Certificate #MC24106 (Interstate Commerce Commission)  
and Pennsylvania P.U.C. License #90341-Transfer

Gentlemen:

The matter was sent to you previously, on July 27, 1978, and the original and one copy of the Application of Transfer Form, # UCMT-38 was duly completed and executed.

Also sent two copies of Statement of Financial Condition of June 30, 1978 for Garttmeyer Moving and Storage, Inc. and the Agreement of Sale.

Also enclosed was a certified check in the amount of ten (\$10.00) dollars to cover the filing fee.

For some unknown reason the matter was waylaid, not on the fault of the transferee or the transferor or Garttmeyer Moving and Storage, Inc., but in the files of the attorney dealing with this matter.

Therefore, the entire matter is being resent to you for proper procedural handling to consummate the matter as per Agreement, where Carl Garttmeyer, the Buyer, is the complete owner of Pennsylvania P.U.C. License #90341.

Any questions concerning the above matter, kindly contact me accordingly and I will meet with you at your designated place with my files in order to clear up any questions that may exist for the transfer as requested previously.

Very truly yours,

KDD/gms  
Enclosure

Kip D. Denega, Jr.

APPENDIX 2

cc: Garttmeyer Moving and Storage, Inc.



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P. O. BOX 3285, HARRISBURG, Pa. 17120

September 25, 1981

IN REPLY PLEASE  
REFER TO OUR FILE

Kip D. Denega, Jr.  
Attorney at Law  
Suite 1229  
6th and Chestnut Streets  
Philadelphia, Pennsylvania 19106

Re: Application of Garttmeyer Moving & Storage, Inc., for acquisition  
of the rights of Bruce M. Garttmeyer and Carl J. Garttmeyer, copts.,  
t/d/b/a Garttmeyer Moving & Storage, A-00090341

Dear Sir:

Per your request, this date, in telephone conversation with this  
office, we are returning herewith, the above application without prior  
review.

If and when you decide to resubmit this filing, please be advised  
that as of August 15, 1981, filing fees for applications have been  
increased to \$125.00.

If we may be of further service to you in this matter, please do  
no hesitate to contact our office.

Very truly yours,

Pearl Sommers  
Chief - Application Section  
Bureau of Non-Rail Transportation

BH  
Enclosure

APPENDIX 3

APPLICATION OF GARTMEYER MOVING & STORAGE, INC.

CHARTER PURPOSE

The purpose or purposes of the corporation are:

(a) to engage in the transportation of property by any means and in any capacity, except as a railroad as defined in the Public Utility Law, in accordance with the rules and regulations of the Public Utility Commission, if required by law, and to perform any other commercial activity which by law a corporation may perform for others.

(b) to invest in the stock, bonds or other securities of any corporation regardless of the nature of its business or the purpose or purposes for which it may be organized.

(c) to manufacture, produce, experiment with, operate, buy, sell, lease as lessor or lessee, or otherwise deal in real and personal property of every class and description and in general to carry on any lawful business whatsoever in connection with the business of the Corporation or which is calculated, directly or indirectly, to promote the interests of the Corporation or to enhance the value of its properties.

(d) to engage in all other matters incidental to any or all of such purposes. Provided, that the Corporation shall not engage in any business or activity subject to the supervision of the Department of Banking or of the Insurance Department of the Commonwealth.

Commonwealth of Pennsylvania

Department of State



Office of the  
Secretary of the Commonwealth

To all to whom these Presents shall come, Greeting:

WHEREAS, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini, one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law.

AND WHEREAS, The stipulations and conditions of that law have been fully complied with by the persons desiring to incorporate as

CARTMEYER MOVING & STORAGE, INC.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen and hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, and franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

GIVEN under my Hand and the Great Seal of the

Commonwealth, at the City of Harrisburg,

this 21 day of July

in the year of our Lord one thousand nine

hundred and forty and of

the Commonwealth the one hundred and

*[Signature]*  
Secretary of the Commonwealth



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU

3-1-65 370

Articles  
of  
Incorporation

In compliance with the requirements of the Business Corporation Law, approved the 5th day of May, A. D. 1933, P. L. 364, as amended, the undersigned, all of whom are of full age and at least two-thirds of whom are citizens of the United States or its territories or possessions, desiring that they may be incorporated as a business corporation, do hereby certify:

1. The name of the corporation is:

GARTMEYER MOVING & STORAGE, INC.

2. The location and post office address of its initial registered office in this Commonwealth is:

4340 North 8th Street Philadelphia Philadelphia  
Number Street City County

3. The purpose of purposes of the corporation are: (\*)

SEE ATTACHED SHEET

4. The term of its existence is: Perpetual

5. The aggregate number of shares which the corporation shall have authority to issue is: (\*\*)

One Thousand (1000) shares of the par value of One (\$1.00) dollar per share.

(\*) Do not recite powers set forth in Section 302 of the Act.

(\*\*) There should be set forth the number and par value of all shares having par value; the number of shares without par value; and the stated capital applicable thereto. If the shares are to be divided into classes, a description of each class and a statement of the preferences, qualifications, limitations, restrictions, and the special or relative rights granted to, or imposed upon, the shares of each class.

FILING FEE - \$40.00

NOTE - Excise Tax at the rate of 1/5th of 1% (\$2.00 per \$1,000) will be due and payable at the time of filing of the Articles, computed by multiplying the number of authorized shares having par value by their par value, or if shares of no par stock are authorized, then on the stated capital applicable thereto as well.

ONLY A CLEARLY LEGIBLE ORIGINAL SHOULD BE SUBMITTED. SIGNATURES SHOULD BE IN BLACK INK.

3-1-65.17 375

6. The names and addresses of each of the first directors, who shall serve until the first annual meeting, are:

NAME	ADDRESS (Including street and number, if any)
CARL J. GARTTMEYER.	289 Newroad, Southampton, Pennsylvania
BRUCE M. GARTTMEYER	619 Aintree Road, Hatboro, Pennsylvania
KIP D. DENEGA, JR.	123 South Broad Street, Philadelphia, Pa.

7. The names and addresses of each of the incorporators and the number and class of shares subscribed by each are:

NAME	ADDRESS (Including street and number, if any)	NUMBER AND CLASS OF SHARES
CARL J. GARTTMEYER	289 Newroad, Southampton, Pa.	(1)
BRUCE M. GARTTMEYER	619 Aintree Road, Hatboro, Pa.	(1)
KIP D. DENEGA, JR.	123 South Broad St., Phila., Pa.	(1)

IN TESTIMONY WHEREOF, the incorporators have signed and sealed these Articles of

Incorporation this \_\_\_\_\_ day of MAY, 19 65.

<u>Carl J. Garttmeyer</u>	(SEAL)	<u>Kip D. Denega, Jr.</u>	(SEAL)
CARL J. GARTTMEYER		KIP D. DENEGA, JR.	
<u>Bruce M. Garttmeyer</u>	(SEAL)	<u>_____</u>	(SEAL)
BRUCE M. GARTTMEYER		_____	
<u>_____</u>	(SEAL)	<u>_____</u>	(SEAL)

Approved and filed in the Department of State on the 24th day

A. D. 19 65 .

\_\_\_\_\_  
Acting Secretary of the Commonwealth.

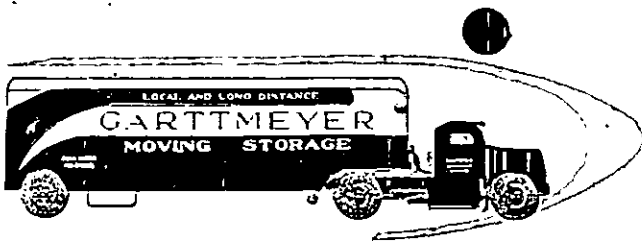
3. The purpose or purposes of the corporation are:

(a) to engage in the transportation of property by any means and in any capacity, except as a railroad as defined in the Public Utility Law, in accordance with the rules and regulations of the Public Utility Commission, if required by law, and to perform any other commercial activity which by law a corporation may perform for others.

(b) to invest in the stock, bonds or other securities of any corporation regardless of the nature of its business or the purpose or purposes for which it may be organized.

(c) to manufacture, produce, experiment with, operate, buy, sell, lease as lessor or lessee, or otherwise deal in real and personal property of every class and description and in general to carry on any lawful business whatsoever in connection with the business of the Corporation or which is calculated, directly or indirectly, to promote the interests of the Corporation or to enhance the value of its properties.

(d) To engage in all other matters incidental to any or all of such purposes. Provided, that the Corporation shall not engage in any business or activity subject to the supervision of the Department of Banking or of the Insurance Department of the Commonwealth.



677-8777  
355-8787

# Garttmeyer

MOVING AND STORAGE

LOCAL AND LONG DISTANCE

955 JAY-MOR ROAD

SOUTHAMPTON, PA 18966

March 31, 1982

Raymond A. Thistle, Jr.  
Five Cottman Court  
Homestead Road & Cottman Street  
Jenkintown, Pennsylvania 19046

Statement of Financial Condition  
December 31, 1981  
Assets

Current Assets

Cash	13,072.00	
Accounts Receivable	3,294.00	
Loan to Employees	<u>1,310.00</u>	
Total Current Assets		17,676.00

Tangible Property

Land	57,000.00	
Building	227,159.00	
Carrier Operating Property	127,897.00	
Non Operation Property	<u>24,660.00</u>	
	436,716.00	
Less Allowance for Depreciation	187,485.00	
Total Tangible Property		249,231.00

Intangible Property  
Moving Rights

7,500.00

Prepayments  
Prepaid Interest

1,579.00

Total Assets

275,986.00



677-8777  
356-8787

# Garttmeyer

## MOVING AND STORAGE

LOCAL AND LONG DISTANCE

955 JAY-MOR ROAD

SOUTHAMPTON, PA 18966

March 31, 1982

### Statement of Financial Condition

December 31, 1981

#### Assets

#### Liabilities

Accounts Payable	10,308.00
Notes Payable	14,834.00
Loans Payable	10,667.00
Payroll Taxes Payable	5,313.00
Mortgages Payable	221,581.00

Total Liabilities

262,703.00

#### Equity

Capital Stock	1,000.00
Retained Earning	12,283.00
Total Equities	
Total Liabilities & Equity	

1,000.00  
12,283.00

13,283.00  
275,986.00

Thank You,

Carl J. Garttmeyer, President  
GARTTMEYER MOVING & STORAGE, INC.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Application Docket No. 90341

Application of BRUCE M. GARTTMEYER and CARL  
J. GARTTMEYER, copartners, trading and doing  
business as GARTTMEYER MOVING & STORAGE

REPORT AND ORDER  
APPROVING TRUCKING SERVICE

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of BRUCE M. GARTTMEYER and CARL J. GARTTMEYER, copartners, trading and doing business as GARTTMEYER MOVING & STORAGE, dated June 10, 1963, to operate motor vehicles as a common carrier, and having been duly presented in accordance with the rules of the Commission, and full investigation of the matters and things involved having been had, and it appearing that the rights granted herein are in effect a transfer of the rights which have been held by THOMAS McDEVITT, trading and doing business as FEDERAL STORAGE WAREHOUSES, under report and order issued at A. 88247 on September 5, 1961 and the certificate of public convenience issued thereunder, which certificate will be subsequently cancelled, as of the date of this order upon compliance with the tariff and insurance requirements of the Commission by BRUCE M. GARTTMEYER and CARL J. GARTTMEYER, copartners, trading and doing business as GARTTMEYER MOVING & STORAGE, the Commission finds and determines that approval of the application limited to the following rights:

To transport, as a Class D carrier, aircraft, household goods in use, including furniture, furnishings, store and office stock and fixtures, equipment and works of art, between points in the Counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown, and Morrisville, but not including said places.

To transport, as a Class D carrier, aircraft, household goods in use, including furniture, furnishings, store and office stock and fixtures, equipment and works of art from points in the Counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places, to other points in Pennsylvania, and vice versa;

and subject to the following conditions is necessary or proper for the service, accommodation or convenience of the public:

FIRST: That the certificate holder is limited and restricted to the operation of the motor vehicles as named and described in the Equipment Certificate to be subsequently issued.

SECOND: 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/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 applicant, or to approve or prescribe rates sufficient to yield a return thereon.

THIRD: That the applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.

FOURTH: That the applicant charge to its partnership account \$7,500 being the amount of the consideration payable by it for the rights, and going concern value attributable thereto, less any amount recorded under condition "2" above.

FIFTH: That the certificate holder shall comply with all the provisions of the Public Utility Law, as now existing or as may hereafter be amended, and revised General Order No. 29, effective July 1, 1939, or as may hereafter be revised, 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.

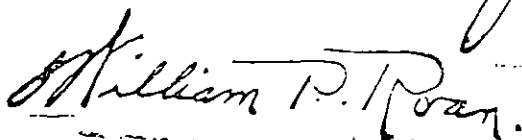
NOW, to wit, September 9, 1963, IT IS ORDERED: That upon compliance with the requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates a certificate of public convenience issue evidencing the Commission's approval of the right to operate as above determined.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before thirty 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.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

ATTEST:

  
Chairman



Secretary

Application of Garttmeyer Moving & Storage, Inc., Transferee -  
Bruce M. Garttmeyer and Carl J. Garttmeyer, Co-Partners,  
t/d/b/a Garttmeyer Moving & Storage

EXPLANATION OF AGREEMENTS

Under the Agreement dated July 18, 1978, which is attached to the original transfer application herein, by and between Bruce M. Garttmeyer, a partner in the Co-Partnership of Bruce M. Garttmeyer and Carl J. Garttmeyer, Co-Partners, t/d/b/a Garttmeyer Moving & Storage and Garttmeyer Moving & Storage, Inc., Bruce M. Garttmeyer in paragraph 5 thereof agreed to "sign all documents necessary to transfer the Pennsylvania Public Utility Commission License No. 90341 the authority to be transferred herein , held as co-partners with Carl J. Garttmeyer, ...." In the attached agreement of recent date, Carl J. Garttmeyer agrees to transfer his interest in the PA PUC authority held by the partnership to the corporate-transferee herein.

Therefore, between the two agreements, both partners agree to transfer the subject authority to the transferee-corporation. This should now satisfy one of the reasons for the prior rejection of the previous transfer application filings.



AGREEMENT OF SALE

This Agreement is entered into this 18<sup>th</sup> day of January, 1983, by and between Carl J. Garttmeyer, a co-partner with Bruce M. Garttmeyer, t/d/b/a Garttmeyer Moving & Storage, hereinafter called Transferor and Garttmeyer Moving & Storage, Inc., a Pennsylvania corporation, hereinafter called Transferee.

WHEREAS, on July 18, 1978, Bruce Garttmeyer, a.k.a. Bruce M. Garttmeyer, a co-partner with Carl J. Garttmeyer, t/d/b/a Garttmeyer Moving & Storage, entered into an agreement of sale with Garttmeyer Moving & Storage, Inc.; and

WHEREAS, such agreement of sale provided that Bruce Garttmeyer sells his one-half (1/2) interest (stock) in Garttmeyer Moving & Storage, Inc. to the corporation, with certain provisions; and

WHEREAS, paragraph 5 of such agreement, attached hereto and made a part hereof, provided:

"The sale and transfer of the assets and the closing hereunder shall be immediate and on the same date as aforesaid at said time and place, Seller shall deliver to the Buyer all the keys to the business premises, a bill of sale and all other interest and assets to the Buyer. The Buyer [Seller] - [Bruce M. Garttmeyer] shall sign all documents necessary to transfer the Pennsylvania Public Utility Commission License No. 90341, held as co-partners with Carl J. Garttmeyer, and Interstate Commerce Commission Certificatē of Public Convenience and necessity MC 24106 unto said Buyer. The Seller shall duly execute any and all papers necessary for transfer of the AE Garttmeyer PUC License to Garttmeyer Moving & Storage, Inc. At such time, the Buyer shall have possession and ownership of the said business and all the assets of the said business."; and

WHEREAS, all the terms of the agreement of July 18, 1978, have been fulfilled, except for the transfer application approval of the PA PUC Authority of Bruce M. Garttmeyer and Carl J. Garttmeyer, Co-partners, t/d/b/a Garttmeyer Moving & Storage at Docket A. 90341; and

WHEREAS, since Bruce Garttmeyer has thus agreed to transfer the partnership authority at Docket A. 90341, and signed a transfer application on July 18, 1978, as notarized:

WHEREFORE, in consideration of the mutual covenants and agreements herein and intended to be legally bound hereby, the parties hereto agree as follows:

1. Carl J. Garttmeyer joins with Bruce M. Garttmeyer, co-partners of Garttmeyer Moving & Storage, and agrees to transfer the PA PUC authority issued to the partnership at Docket A. 90341, to Garttmeyer Moving & Storage, Inc.

2. All consideration for the aforesaid transfer has already been paid to Bruce M. Garttmeyer in full and Carl M. Garttmeyer joins in the transfer for a consideration of One Dollar (\$1.00) and other good and valuable consideration.

3. Transferee (Garttmeyer Moving & Storage, Inc.) agrees to file the transfer application signed by both parties and notarized and by the corporate transferee and notarized in 1978, with such explanatory current information as necessary.

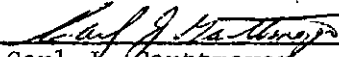
4. Transferee agrees to assume all legal fees and expenses to file and prosecute the application for transfer.

5. Carl J. Garttmeyer agrees to continue the operation in the name of the partnership until approval and consummation of the transfer, to continue insurance and proper tariff compliances.

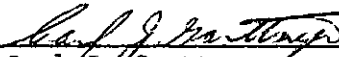
6. Consummation of this Agreement shall take place between Carl J. Garttmeyer, a co-partner, t/d/b/a Garttmeyer Moving & Storage and Garttmeyer Moving & Storage, Inc. within 10 days after receipt of PA PUC approval notice to Transferee's counsel.

IN WITNESS WHEREOF, the parties have offered their signatures and seals  
the day and year agoresaid.

CARL J. GARTTMEYER, A CO-PARTNER  
WITH BRUCE M. GARTTMEYER, T/D/B/A  
GARTTMEYER MOVING & STORAGE

By   
Carl J. Garttmeyer

GARTTMEYER MOVING & STORAGE, INC.

By   
Carl J. Garttmeyer, President

ADDITIONAL DATA REQUESTED BY COMMISSION

1. Names of Officers of Transferee Corporation

President - Carl J. Garttmeyer  
Secretary-Treasurer - Christine K. Garttmeyer

2. Names of Incorporators of Corporation

Carl J. Garttmeyer  
Bruce M. Garttmeyer  
Kip D. Denega, Jr.

3. Names of Present Directors of Corporation

Carl J. Garttmeyer  
Christine K. Garttmeyer

4. Date of Incorporation

May 24, 1965

5. Class, Number and Par Value of Shares Authorized

Common Capital Stock; 1000 Shares; \$1.00 Par Value per Share

6. Amount of Issued and Outstanding Shares

100 Shares

7. Names of Shareholders and Number of Shares Held by Each

Carl J. Garttmeyer 50 Shares  
Christine K. Garttmeyer 50 Shares

EXHIBIT D

STATEMENT OF UNPAID  
BUSINESS DEBTS OF TRANSFEROR

Since the revenues and expenditures of Transferor have been de-facto transferred to Transferee in 1978, there are no unpaid business debts of Transferor. Bruce M. Garttmeyer, one of the Co-Partners in Transferor was paid in full in 1978. The other partner, Carl J. Garttmeyer is transferring his share of the partnership for \$1.00.

EXHIBIT E

GROSS COMMON CARRIER INTRASTATE  
OPERATING REVENUE OF TRANSFEROR

Because of the unusual circumstances of this application, the revenues are reported for

1978	-	\$68,365.00
1979	-	\$81,289.00
1980	-	\$76,500.00
1981	-	\$86,246.00

# PENNSYLVANIA PUBLIC UTILITY COMMISSION



## RECEIPT

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

Garttmeyer Moving & Storage, Inc.  
955 Jay Mor Road  
Southampton, PA 18966

Date February 9, 1983

CR 105920 A

**DOCKETED**  
FEB 11 1983  
*[Handwritten initials]*

**DO NOT  
REMOVE  
FOLDER**

For filing petition in re application of Garttmeyer Moving  
& Storage, Inc.  
A-00104532.....\$125.00

Revenue account 01780-17001-102 (ck)

ck 3200 Checks \$125.00 Currency \_\_\_\_\_

Utility account 50:26

C. Joseph Malinzer  
For Department of Revenue

February 18, 1983

IN REPLY PLEASE  
REFER TO OUR FILE

Raymond A. Thistle, Jr.  
Attorney at Law  
5 Cottman Court  
426 Cottman Street  
Jenkintown, PA 19046

A-00104532 - Application of Garttmeyer Moving & Storage, Inc.

Dear Sir:

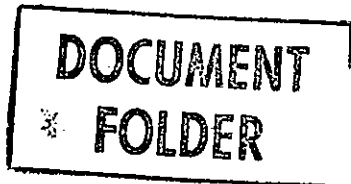
Acknowledgement is made of an application filed by you on behalf of Garttmeyer Moving & Storage, Inc. for the rights of Bruce M. Garttmeyer and Carl J. Garttmeyer, Copartners, t/d/b/a Garttmeyer Moving & Storage.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before March 14, 1983. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Bruce M. Garttmeyer and Carl J. Garttmeyer, Copartners, t/d/b/a Garttmeyer Moving & Storage will continue to render the service covered by their certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission. We wish to emphasize the above as failure to comply with these requirements, will result in the dismissal of the application.

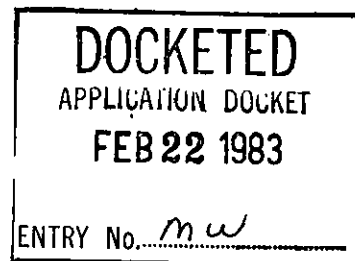
You are further advised that the above application will be published in the Pennsylvania Bulletin of February 19, 1983.

Very truly yours,



Pearl Sommers  
Chief - Application Section  
Bureau of Non-Rail Transportation

PS:KP:gm  
cc: Applicant  
955 Jay Mor Road  
Southampton, PA 18966



A-00104532 GARTMEYER MOVING & STORAGE, INC. (955 Jay Mor Road, South-  
ampton, Bucks County, PA 18966), a corporation of the Commonwealth of  
Pennsylvania - property as more specifically described therein; which is  
to be a transfer of the rights authorized under the certificate issued  
at A-00090341 to Bruce M. Garttmeyer and Carl J. Garttmeyer, copartners,  
t/d/b/a Garttmeyer Moving & Storage, subject to the same limitations and  
conditions. Attorney: Raymond A. Thistle, Jr., 5 Cottman Court, 426  
Cottman Street, Jenkintown, PA 19046.. .. .



PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_ SERVICE FEB 19 1983

BUREAU OF NON-RAIL TRANSPORTATION  
COMMON CARRIER  
FEBRUARY 1983

A-00104532

Application of Garttmeyer Moving & Storage, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, property as more specifically described therein; which is to be a transfer of the rights authorized under the certificate issued at A-00090341 to Bruce M. Garttmeyer and Carl J. Garttmeyer, copartners, t/d/b/a Garttmeyer Moving & Storage, subject to the same limitations and conditions.

BH:np  
2/3/83

Application received: 1/24/83  
Application docketed: 2/2/83  
Monitor: Commissioner Jones

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
FEB 22 1983  
ENTRY No. *mw*

Protests due on No Hearings \_\_\_\_\_  
Protests due on Hearings - (5 days prior to date of hearing)  
Notice of the above application was mailed to all certificate  
holders and railroad companies in the service area as noted above.

MAR 14 1983

*mh*

RAYMOND A. THISTLE, JR.  
ATTORNEY AT LAW  
FIVE COTTMAN COURT  
HOMESTEAD ROAD & COTTMAN STREET  
JENKINTOWN, PA. 19046

RECEIVED

MAY 23 1983

SECRETARY'S OFFICE  
Public Utility Commission

(215) 576-0131

May 19, 1983

Jerry Rich, Secretary  
Pennsylvania Public Utility Commission  
Harrisburg, PA 17120

Re: Inquiry as to Status

Dear Secretary Rich:

This is to inquire of the status of the following two transfer applications:

- 1. Transcor, Inc., Transferee A. 104073  
Weiss Transportation Co., Inc., Transferor A. 104073 - *Apr. 19, 1983 in process*

Filed with transmittal letter dated April 15, 1983.  
No receipt yet received.

- 2. Application of Garttmeyer Moving & Storage, Inc. A. 00104532 ✓

Published in PA Bulletin February 19, 1983, page 823.  
No protests received by due date of March 14, 1983.

*To Harry  
Apr. 28, 83  
May 27, 1983  
in setting*

Thank you for your attention and consideration in this matter.

Very truly yours,

*Raymond A. Thistle, Jr.*  
Raymond A. Thistle, Jr.

RAT:mt

cc: Transcor, Inc.  
Garttmeyer Moving & Storage, Inc.

*Telecom 5/24/83  
to Mr. Thistle  
address status  
of both proceedings  
RH*

RECEIVED

MAY 23 1983

Non-Rail Transportation  
Public Utility Commission

DOCUMENT  
FOLDER

FILE

RAYMOND A. THISTLE, JR.  
ATTORNEY AT LAW  
FIVE COTTMAN COURT  
HOMESTEAD ROAD & COTTMAN STREET  
JENKINTOWN, PA. 19046

RECEIVED

MAY 23 1983

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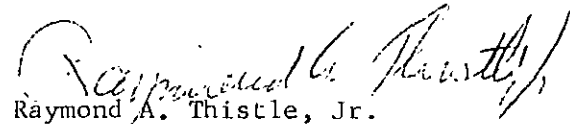
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RAT:mt

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Garttmeyer Moving & Storage, Inc.

RECEIVED

MAY 23 1983

Non-Rail Transportation  
Public Utility Commission