

PILLAR AND MULROY, P.C.

ATTORNEYS-AT-LAW

SUITE 700

313 BOULEVARD OF THE ALLIES

PITTSBURGH, PA 15222

TELEPHONE (412) 471-3300

JOHN A. PILLAR
THOMAS M. MULROY

March 15, 1989

Re: Debo Moving & Storage, Inc.
(Transferee)--A. B. Pollock
Transfer & Storage (Transferor)
File No. 1151

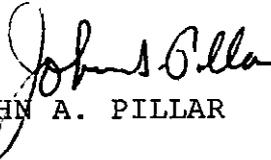
A-106548 F.1 Am-A

Lou Miller
Application Section
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

Dear Mr. Miller:

Please be advised that the correct address of Debo Moving & Storage, Inc. is 625 Second Avenue, New Brighton, PA 15066. Please disregard the former address of 1301 Allegheny Street, New Brighton.

Very truly yours,


JOHN A. PILLAR

SW
cc: Debo Moving & Storage, Inc.



A-106548 F.1 Am-A

April 14, 1989

IN REPLY PLEASE
REFER TO OUR FILE

John A. Pillar
Attorney at Law
Suite 700
312 Boulevard of the Allies
Pittsburgh, PA 15222

In re: A-00106548, F. 1, Am-A - Application of Debo Moving and Storage,
Inc.

Dear Sir:

Acknowledgement is made of an application filed by you for permanent and temporary authority on behalf of Debo Moving and Storage, Inc. for the rights of Jon J. Pollock, t/d/b/a A. B. Pollock Transfer & Storage.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before May 8, 1989. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Jon J. Pollock, t/d/b/a A. B. Pollock Transfer & Storage will continue to render the service covered by his certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of April 15, 1989.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:11

cc: Applicant
625 Second Avenue
New Brighton, PA 15066

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
APR 17 1989
ENTRY No.

A-00106548, Folder 1, Am-A DEBO MOVING AND STORAGE, INC. (625 Second Avenue, New Brighton, Beaver County, PA 15066), a corporation of the Commonwealth of Pennsylvania, inter alia - household goods and office furnishings in use, between points in the borough of New Brighton, Beaver County, and within ten (10) miles by the usually traveled highways of the limits of the said borough: SO AS TO PERMIT the transportation of (1) as a Class B carrier, property, between points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County; (2) as a Class C carrier, property from points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County, to points within twenty-five (25) miles by the usually traveled highways of the borough limits of Emsworth; (3) household and office furnishings, in use, from points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County, to other points in Pennsylvania; (4) household goods and office furnishings, in use, between points in the county of Allegheny; (5) commodities for the Department of Public Assistance from its warehouses in the city of Pittsburgh, Allegheny County, to points within an airline distance of seventy-five (75) miles of the City-County Building in the city of Pittsburgh; (6) property between points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough; (7) as a Class C carrier, property from points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough to points in the counties of Allegheny and Beaver within fifteen (15) miles by the usually traveled highways of the limits of the said borough; and (8) household goods in use, contractors' equipment and trees from points in the borough of Sewickley, Allegheny County and within six (6) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within twenty-five (25) miles by the usually traveled highways of the limits of the said borough; which is to be a transfer of the rights authorized under the certificate issued at A-00101849, to Jon J. Pollock, t/d/b/a A. B. Pollock Transfer & Storage, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00106548, FOLDER 1, Am-A, SEEKING THE RIGHTS CITED ABOVE. Attorney: John A. Pillar, Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____ SERVICE _____ APR 15 1989

BUREAU OF TRANSPORTATION
COMMON CARRIER
MARCH 1989

A-00106548
F. 1
Am-A

Application of Debo Moving and Storage, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, household goods and office furnishings in use, between points in the borough of New Brighton, Beaver County, and within ten (10) miles by the usually traveled highways of the limits of the said borough: SO AS TO PERMIT the transportation of (1) as a Class B carrier, property, between points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County; (2) as a Class C carrier, property from points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County, to points within twenty-five (25) miles by the usually traveled highways of the borough limits of Emsworth; (3) household and office furnishings, in use, from points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County, to other points in Pennsylvania; (4) household goods and office furnishings, in use, between points in the county of Allegheny; (5) commodities for the Department of Public Assistance from its warehouses in the city of Pittsburgh, Allegheny County, to points within an airline distance of seventy-five (75) miles of the City-County Building in the city of Pittsburgh; (6) property between points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough; (7) as a Class C carrier, property from points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough to points in the counties of Allegheny and Beaver within fifteen (15) miles by the usually traveled highways of the limits of the said borough; and (8) household goods in use, contractors' equipment and trees from points in the borough of Sewickley, Allegheny County and within six (6) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within twenty-five (25) miles by the usually traveled highways of the limits of the said borough; which is to be a transfer of the rights authorized under the certificate issued at A-00101849, to Jon J. Pollock, t/d/b/a A. B. Pollock Transfer & Storage, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00106548, FOLDER 1, Am-A, SEEKING THE RIGHTS CITED ABOVE.

NH LM:rs
4/4/89

Application received: 3/6/89
Application docketed: 3/30/89

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.

TA MAY - 8 1989

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
APR 17 1989
ENTRY No.

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.

Debo Moving & Storage, Inc.
625 Second Ave.
New Brighton, PA 15066

Date April 27, 1989

DOCUMENT
FOLDER

CR 131957 A

In re application of Debo Moving & Storage, Inc.
A-00106548, F.1, Am-A.....\$125.00

DOCKETED
MAY 01 1989

Revenue account	<u>001780-017601-102 (ck)</u>
Checks	<u>\$125.00</u> Currency _____
Utility account	<u>50126</u>

ck

C. Joseph Meisinger
For Department of Revenue

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.

Debo Moving & Storage, Inc.
625 Second Ave.
New Brighton, PA 15066

Date May 17, 1989

**DOCUMENT
FOLDER**

CR 133312 A

DOCKETED
MAY 19 1989

In re application of Debo Moving & Storage, Inc.
A-00106548, P.1, Am-A.....\$75.00

Revenue account 001780-017601-102 (ck)

ck Checks \$75.00 Currency _____

Utility account 50126

C. Joseph Meisner
For Department of Revenue



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

June 16, 1989

IN REPLY PLEASE
REFER TO OUR FILE

John A. Pillar
Attorney at Law
Suite 700
312 Boulevard of the Allies
Pittsburgh, PA 15222

In re: A-00106548, F. 1, Am-A - Application of Debo Moving and Storage,
Inc.

Dear Mr. Pillar:

In reviewing the instant transfer application it was noted that the terms of the sales agreement call for the sum of \$12,000 to be placed in escrow "not later than the closing date". At the closing a promissory note for the remaining \$18,000 is to be provided the seller.

In order for this office to properly handle the applications for temporary and permanent authority it will be necessary to furnish the Commission with proof that the \$12,000 payment has been made to escrow. It will also be necessary to furnish a copy of the executed promissory note. These items must be on file before action is taken on these applications.

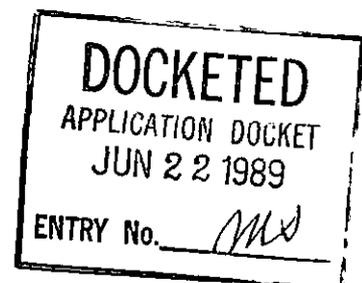
You are being granted thirty (30) days until July 17, 1989 during which these items may be filed.

If you have any questions please contact Douglas A. Pike at 717-783-5947.

Very truly yours,

By Douglas A. Pike
For Peter S. Marzolf, Supervisor
Technical Review Section
Bureau of Transportation

DAP:kmb





PILLAR AND MULROY, P.C.

ATTORNEYS-AT-LAW
SUITE 700

312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222

TELEPHONE (412) 471-3300

JOHN A. PILLAR
THOMAS M. MULROY
ANTHONY A. SEETHALER, JR.

June 20, 1989

Mr. Douglas A. Pike
Technical Review Section
Bureau of Transportation
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

Re: Application of Debo Moving and Storage
Docket No. A-00106548, F.1, Am-A
File No. 1151

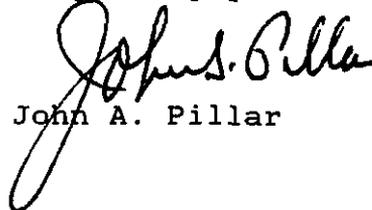
Dear Mr. Pike:

In reply to your letter of June 16, 1989, please be advised that the sum of \$12,000 was paid by Debo Moving and Storage, Inc., to the undersigned as escrow agent, and the funds are being held in an interest bearing account at Pittsburgh National Bank. The agreement between the parties, which has been filed with the Commission, clearly indicates that the escrow fund was established.

I am enclosing a form of promissory judgment note in the amount of \$18,000, which will be used at the closing.

If you have any further questions, please call or write to the undersigned.

Very truly yours,

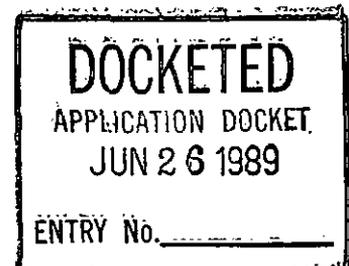
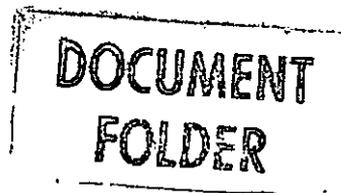


John A. Pillar

nep

Enclosure

cc: Debo Moving & Storage, Inc.



PROMISSORY NOTE

AMOUNT: \$18,000.00

Date:



FOR VALUE RECEIVED, the undersigned, hereinafter called MAKER, promises to pay to the order of Jon J. Pollock the sum of Eighteen Thousand and 00/100 (\$18,000.00) Dollars, without interest, in thirty-six (36) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, said payments to begin on _____ 1, 1989, and on the first day of each month thereafter, until paid in full, and mailed to 147 Center Avenue, Emsworth, PA 15202.

Upon default in payment of any such installment when due, the whole of the principal sum then remaining unpaid and all interest accrued thereon shall, at the option of the holder hereof, become immediately due and payable without demand or notice. In case any payment herein provided shall not be made at maturity, the undersigned further promises to pay all costs of collection and reasonable attorney's fees.

DEBO MOVING & STORAGE, INC.

Brian K. Debo, President

PERSONAL GUARANTY

Brian K. Debo, for good and valuable consideration and intending to be legally bound hereby, personally guarantees payment of the above promissory note and agrees to be bound

by the terms and conditions thereof as if he were the MAKER
of said note.

Dated at Pittsburgh, PA, this _____ day of _____,
1989.

_____) (SEAL)