

A-00108084F1

APPLICATION

F1 AMA

Law Offices

VUONO & GRAY, LLC

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**Also Admitted in Florida*
+Also Admitted in Maryland

2310 Grant Building
Pittsburgh, PA 15219-2383

November 9, 2005

Richard R. Wilson
of Counsel

Telephone
412-471-1800

Facsimile
412-471-4477

Re: Joseph Sparacino Movers, Inc.
--Purchase (Household Goods Authority)
--Sparacino Brothers Inc.
Docket No. A-00108084
Our File 5164-1

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

Dear Mr. McNulty:

We enclose for filing with the Commission:

1. Signed original and one copy of a transfer application whereby Sparacino Brothers Inc. will transfer to Joseph Sparacino Movers, Inc. its household goods authority at Docket No. A-00108084.
2. A check for \$350.00 to cover the filing fee.

Please acknowledge receipt and filing of the enclosed on the duplicate copy of this letter of transmittal and return it to the undersigned in the self-addressed, stamped envelope provided.

Very truly yours,

VUONO & GRAY, LLC

William A. Gray

ms/42307

Enclosures

cc: Joseph Sparacino Movers, Inc.

RECEIVED

NOV 14 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RECEIVED
BUREAU OF
TRANSPORTATION & SAFETY
2005 NOV 15 PM 2:15

57

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Joseph Sparacino Movers, Inc.
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

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

No. A-00104113, Folder No. _____ issued to

Sparacino Brothers Inc.
(Transferor - Seller)

for transportation of household goods
(persons - household goods)

RECEIVED

NOV 14 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED
JAN 10 2006

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BUREAU OF SAFETY
& TRANSPORTATION
2005 NOV 15 PM 2:15

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Joseph Sparacino Movers, Inc.
(Full and Correct Name of Applicant/Transferee)

2. _____
(Trade Name, If Any)

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

on _____ (attach copy of stamped registration form.)
(Date)

3. #6 South Keyser Avenue
(Business Street Address) (P. O. Box, If Any)

Taylor Lackawanna PA 18517 570-344-7055
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is:
William A. Gray, Esq. 2310 Grant Building
Vuono & Gray, LLC Pittsburgh, PA 15219 412-471-1800
(Name) (Address) (Telephone)

DOCUMENT
FOLDER

A-00108084, F. 1, Am -A

5. Any documents should be mailed to:

Transferee: Joseph Sparacino, #6 South Keyser Avenue, Taylor, PA 18517
(Name) (Address)

Transferor: David Sparacino, 1449 Meylert Avenue, Scranton, PA 18509
(Name) (Address)

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

A- 00108084 and operates as a common carrier.
(common or contract)

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

No. MC- 96266

8. Applicant is (check one):

Individual.

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

(Name)

(Address)

■ Corporation. Organized under the laws of the state of Pennsylvania and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on January 13, 1986 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

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

10. Applicant proposes to acquire all of the operating rights now held by transferor.
(all or part)
(only paragraphs 5, 6, 7 and 8 involve transportation of household goods)

Attach a sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted give reasons.

11. The reason for the transfer is The Transferor intends to cease operations.

12a. The following must be attached:

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

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

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

- Copy of short form certificate showing date of death of transferor and name of executor/administrator/administratrix.

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

JOSEPH SPARACINO MOVERS, INC.

Transferee sign here:

Joseph Sparacino
Joseph Sparacino

11/5/05
(Date)

(Corporate Seal)

SEAL

SPARACINO BROTHERS INC.

Transferor sign here:

David Sparacino
David Sparacino

11/5/05

(Corporate Seal)

SEAL

APPLICATION VERIFICATION

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

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification To Authorities.

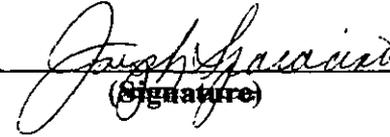
TRANSFEROR (SELLER)

David Sparacino (Print Name)	 (Signature)	11-5-05 (Date)
--	--	--------------------------

(Print Name)	(Signature)	(Date)
--------------	-------------	--------

(Print Name)	(Signature)	(Date)
--------------	-------------	--------

TRANSFeree (BUYER)

Joseph Sparacino (Print Name)	 (Signature)	11-5-05 (Date)
---	---	--------------------------

(Print Name)	(Signature)	(Date)
--------------	-------------	--------

(Print Name)	(Signature)	(Date)
--------------	-------------	--------

If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

JOSEPH SPARACINO MOVERS, INC.

BALANCE SHEETS

DECEMBER 31, 2004 AND 2003

ASSETS	<u>2004</u>	<u>2003</u>
Current assets:		
Cash	\$ 18,154	\$ 13,371
Certificate of deposit	35,350	34,464
Accounts receivable, trade	41,848	68,851
Prepaid expenses	<u>2,535</u>	<u>7,909</u>
Total current assets	<u>97,887</u>	<u>124,595</u>
Vehicles	132,102	132,102
Accumulated depreciation	<u>(108,420)</u>	<u>(94,494)</u>
	<u>23,682</u>	<u>37,608</u>
	<u>\$ 121,569</u>	<u>\$ 162,203</u>

LIABILITIES AND SHAREHOLDER'S EQUITY

Current liabilities:		
Accrued expenses	<u>\$ 500</u>	<u>\$ 1,591</u>
Shareholder's equity:		
Common stock, \$5 par value, authorized 1,000 shares; 50 shares issued and outstanding	250	250
Additional paid in capital	9,750	9,750
Retained earnings	<u>111,069</u>	<u>150,612</u>
	<u>121,069</u>	<u>160,612</u>
	<u>\$ 121,569</u>	<u>\$ 162,203</u>

JOSEPH SPARACINO MOVERS, INC.

STATEMENTS OF OPERATIONS AND RETAINED EARNINGS

YEARS ENDED DECEMBER 31, 2004 AND 2003

	<u>2004</u>	<u>2003</u>
Operating revenues:		
Moving, storage and rigging	\$ 147,857	\$ 152,334
Other	<u>886</u>	<u>818</u>
	<u>148,743</u>	<u>153,152</u>
Operating expenses:		
Transportation	75,761	70,159
Maintenance, repairs and parts	4,147	7,797
Insurance and safety	56,780	47,451
Taxes and licenses	5,137	5,382
Depreciation	13,926	13,926
Building and occupancy	19,736	44,674
General and administrative	<u>12,799</u>	<u>5,367</u>
	<u>188,286</u>	<u>194,756</u>
Loss from operations	(39,543)	(41,604)
Retained earnings, beginning	<u>150,612</u>	<u>192,216</u>
Retained earnings, ending	<u>\$ 111,069</u>	<u>\$ 150,612</u>

AGREEMENT

BETWEEN

JOSEPH SPARACINO MOVERS, INC. (BUYER)

AND

SPARACINO BROTHERS INC. (SELLER)

DATED: NOVEMBER 5, 2005

***WILLIAM A. GRAY, ESQ.
VUONO & GRAY, LLC
2310 GRANT BUILDING
PITTSBURGH, PA 15219
(412) 471-1800***

TABLE OF CONTENTS

	<u>PAGE</u>
I. PREMISES.....	1
II. TERMS AND CONDITIONS.....	2
1. Purchase Agreement.....	2
2. Price and Payment.....	2
3. Application for Approval.....	2
4. Warranties as to Operating Rights.....	3
5. Denial of the Application.....	3
6. Approval of Application Subject to Restrictions.....	3
7. Appeals.....	4
8. No Assumption of Liabilities.....	5
9. SELLER's Representations and Warranties.....	5
10. BUYER's Representations and Warranties.....	7
11. No Broker's Fees or Commissions.....	7
12. PUC Assessments.....	8
13. Operating Rights Unique.....	8
14. Conditions Precedent.....	8
15. Survival of Representations and Warranties.....	9

TABLE OF CONTENTS
(continued)

	<u>PAGE</u>
16. Closing Date.....	9
17. Rights of Successors and Assigns.....	9
18. Notices.....	9
19. Entire Agreement of Parties.....	10
20. Construction.....	10
21. Paragraph Headings.....	11
III. EXECUTION.....	11
APPENDIX A Sparacino Brothers Inc. Operating Authority	

AGREEMENT

THIS AGREEMENT is made this 5th day of November, 2005 between SPARACINO BROTHERS INC., (SELLER), a Pennsylvania corporation with offices located at 1449 Meylert Avenue, Scranton, PA 18509, and JOSEPH SPARACINO MOVERS, INC., (BUYER), a Pennsylvania corporation with offices at #6 South Keyser Avenue, Taylor, PA 18517.

I. PREMISES

- A. SELLER is a motor common carrier of household goods and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00104113.
- B. BUYER is a motor common carrier of household goods and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00108084.
- C. SELLER has agreed to sell and BUYER has agreed to buy all of SELLER's PUC operating authority to transport household goods, as set forth on Appendix A, free and clear of all liens, encumbrances, security interests and other claims.
- 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 66 Pa. C.S.A. §1102 of the Pennsylvania Public Utility Code (herein called "the permanent application").

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 interests and other claims, all of the Pennsylvania intrastate operating rights owned by SELLER involving the transportation of household goods at PUC Docket No. A-00104113, a copy of which is attached hereto as Appendix A (herein called "the operating rights").

2. Price and Payment. BUYER will pay to SELLER for the operating rights the total sum of Two Thousand (\$2,000) Dollars, which is to be paid on the closing date.

3. Application for Approval. The parties agree that the purchase of the operating rights requires the prior approval of the PUC and the purchase may not be consummated until final approval is secured by the PUC.

Accordingly, within ten (10) days after the execution of this agreement, BUYER and SELLER will jointly file with the PUC an application pursuant to 66 Pa. C.S.A. §1102 seeking permanent approval of the purchase of the operating rights by BUYER from SELLER (herein called "the application").

BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application.

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

Counsel for BUYER will prepare the necessary application. BUYER shall pay the filing fee in connection with the filing of the application and its legal counsel will be responsible for preparing and processing the application. Each party shall bear the expenses of its legal counsel, its accountants and other witnesses.

4. Warranties as to Operating Rights. SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and effect; the rights will not be subject to any liens, encumbrances, security interests or claims of any kind on the final closing date; and that there are and on the date of consummation will be 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.

5. Denial of the Application. If the PUC, by its final order, should deny approval of the application, this agreement shall terminate. In such event, the parties shall have no further rights or obligations under this agreement. The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

6. Approval of Application Subject to Restrictions. If the PUC, by its final order, approves the application, subject to conditions which restrict, delete or cancel any

of the operating rights or limit the use of the operating rights by BUYER in any way, BUYER shall have the option to declare this agreement null and void and forthwith terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders. In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this agreement, as modified, shall remain in full force and effect.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

7. Appeals. In the event the PUC, by its final order, should deny the application or grant the application subject to conditions of the type set forth in paragraph 6, either party may seek judicial review of those orders to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 5 and 6 above 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 terminated in accordance with paragraph 5. If the final order of the PUC approving the application, subject to conditions, is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 6 within twenty (20) days after the service of the order or judgment of the appellate court.

If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal, excluding counsel fees of the other party.

For the purposes of this agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (a) 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; and (b) in the case of approval of such applications, the effective date of the order of approval unless stayed by the PUC or by a court.

8. No Assumption of Liabilities. This agreement involves only the purchase of the operating rights by BUYER from SELLER. Accordingly, BUYER does not assume any claim, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this agreement.

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

9.1 SELLER is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has full power and authority under its Articles of Incorporation or charter to engage in the business which it is now conducting.

9.2 The Board of Directors of SELLER and, if necessary, the shareholders of SELLER have, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary applications with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement.

9.3 The execution and performance of this agreement by SELLER will not violate any provision of law or contravene any provision of the Articles of Incorporation or bylaws of SELLER.

9.4 SELLER is a motor carrier of household goods and is lawfully conducting operations under the operating rights. The Certificate of Public Convenience evidencing the operating rights is in good standing with the PUC and there are no citations, formal complaints, investigations or enforcement proceedings pending against SELLER by the PUC, the Department of Transportation or any other regulatory agency applicable to the operating rights.

9.5 The operating rights are not subject to any prior claims, options to purchase, agreements of sale or other contracts or obligations of purchase and SELLER will not enter into any such contractual arrangements prior to the final closing date.

In the event of any default by SELLER in the terms of this paragraph or any other provisions of this agreement, BUYER shall have the option either to declare this agreement null and void by giving SELLER written notice of termination or to exercise against SELLER all of BUYER's available remedies hereunder.

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

10.1 BUYER is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has full power and authority under its Articles of Incorporation or charter to engage in the business which it is now conducting.

10.2 The Board of Directors of BUYER and, if necessary, the shareholders of BUYER have, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary applications with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement.

10.3 The execution and performance of this agreement by BUYER will not violate any provision of law or contravene any provision of the Articles of Incorporation or bylaws of BUYER.

11. No Broker's Fees or Commissions. BUYER and SELLER agree that to the best of their knowledge there are no claims for any finder's fees or broker's commission in connection with this transaction. Notwithstanding the foregoing, each of the parties agrees to indemnify the other against and hold it harmless from any and all liabilities (including reasonable attorney's fees and expenses incurred in defending such claims) for any finder's fees or broker's commission in connection with the transaction contemplated by this agreement, insofar as such claim shall be based on arrangements or agreements made or allegedly made by or on behalf of the indemnifying party.

12. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the closing date will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the closing date shall be the obligation of BUYER. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the application, SELLER agrees to promptly pay any such assessments. BUYER shall not, under any circumstances, be liable for or have responsibility to satisfy any obligations of SELLER as the result of this transaction.

13. Operating Rights Unique. The parties agree that the PUC operating rights which are the subject of this agreement are unique and are not otherwise obtainable.

14. Conditions Precedent. In addition to any other obligations imposed by this agreement, the fulfillment of the following conditions shall constitute conditions precedent to the enforcement of BUYER's obligations under this agreement:

14.1 The approval of the application by the issuance of a final order of the PUC, subject to the terms and conditions of this agreement. In the event this condition is not fulfilled, the rights and obligations of the parties will be governed by the applicable provisions of this agreement.

14.2 On the closing date, the warranties and representations of SELLER as set forth herein are true, correct and complete.

In the event any of the aforesaid warranties and representations are not met, BUYER shall have the option to terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the occurrence of any such default.

15. 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.

16. Closing Date. The closing date is 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 application or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the closing date at the time of day and place mutually agreed upon by the parties.

17. 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.

18. 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 shown below:

SELLER:

Mr. David Sparacino
Sparacino Brothers Inc.
1449 Meylert Avenue
Scranton, PA 18509

BUYER:

Mr. Joseph Sparacino
Joseph Sparacino Movers, Inc.
#6 South Keyser Avenue
Taylor, PA 18517

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 giving written notice pursuant to the terms of this paragraph.

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

20. Construction. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. 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.

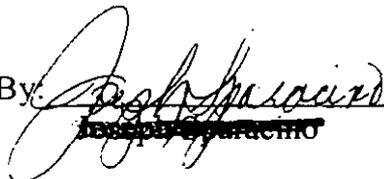
III. EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this agreement the day and year first above stated

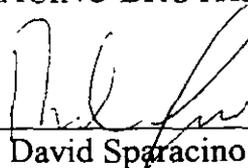
JOSEPH SPARACINO MOVERS, INC.

SPARACINO BROTHERS INC.

By:


~~JOSEPH SPARACINO~~

By:


David Sparacino

142227

SPARACINO BROTHERS INC.

SUMMARY OF PA PUC OPERATING AUTHORITY

AT DOCKET NO. A-00104113

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held October 15, 1982

Commissioners Present:

Susan M. Shanahan, Chairman
Michael Johnson
James H. Cawley,
Linda C. Taliaferro
Clifford L. Jones

Application of Ralph Sparacino, t/a
Sparacino Brothers, for approval of
the transfer to him of all of the
operating rights held by Anthony P.
Sparacino and Ralph Sparacino,
Copartners, t/a Sparacino Brothers
at A-00097670.

A-00104113

ORDER

BY THE COMMISSION:

By application docketed May 24, 1982, Ralph Sparacino, t/a
Sparacino Brothers, seeks approval of the transfer to him of all the
rights granted to Anthony P. Sparacino and Ralph Sparacino, Copartners,
t/a Sparacino Brothers, under the certificate issued at A-00097670.

We find the applicant to be fit to hold a certificate of
public convenience and that approval of the application is necessary
and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of
rights held by Anthony P. Sparacino and Ralph Sparacino, Copartners,
t/a Sparacino Brothers at A-00097670 be approved and that a certificate
be issued to the applicant granting the following rights:

1. To transport, as a Class B carrier, property between
pedestals in the city of Scranton, Lackawanna County, and
within an airline distance of three (3) statute miles
of the limits of said city;

with right No. 1 above subject to the following condition:

That no right, power or privilege is granted
to transport raw silk, materials and finished
products of the silk industry; provided,
however, that the applicant shall have the
right to transport silk and silk products to
and from mills or other places of business and
railroad stations.

DOCUMENT
FOLDER

DOCKETED
OCT 27 1982

② To transport, as a Class D carrier, refrigerators, display cases, coolers and products for the United Store Fixture Company between points in the city of Scranton, Lackawanna County.

③ To transport, as a Class D carrier, refrigerators, display cases, coolers and products for the United Store Fixture Company from points in the city of Scranton, Lackawanna County, to points within sixty (60) miles by the usually traveled highways of the limits of the said city, and vice versa.

④ To transport, as a Class D carrier, refrigerators, display cases, coolers and products for the United Store Fixture Company from points in the borough of Placwood, Berks County, to points in the city of Scranton, Lackawanna County, and within sixty (60) miles by the usually traveled highways of the limits of the said city, and vice versa.

⑤ To transport, as a Class D carrier, household goods, in use, from points in the city of Scranton, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of the said city to other points in Pennsylvania, and vice versa. ✓

⑥ To transport, as a Class D carrier, household goods and office furniture, in use, between points in the city of Pottsville, Schuylkill County, and within ten (10) miles by the usually traveled highways of the limits of said city and from points in said area to other points in Pennsylvania and vice versa. ✓

with right No. 6 above subject to the following conditions:

That no right, power or privilege is granted to pick up household goods and office furniture, in use, ~~from points in the city of Scranton, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of the said city to other points in Pennsylvania, and vice versa;~~ provided however, that the right is granted to pick up in Tennessee.

That no right, power or privilege is granted to pick up household goods and office furniture, in use, ~~from points in the city of Pottsville, Schuylkill County, and within ten (10) miles by the usually traveled highways of the limits of said city and from points in said area to other points in Pennsylvania, and vice versa;~~ provided however, that the right is granted to pick up in Tennessee.

7. To transport, as a Class B carrier, household goods and office furnishings, pianos, commercial and industrial equipment, fixtures and furnishings, in use, between points in the borough of Ashland, Schuylkill County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough. ✓

8. To transport, as a Class D carrier, household goods and office furnishings and pianos, in use, from points in the borough of Ashland, Schuylkill County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania, and vice versa. ✓

with the same rights numbers 7 and 8 immediately above to be subject to the following condition:

That the rights, powers and privileges hereby granted pertaining to the transportation of household goods, office furnishings, pianos, commercial and industrial equipment, fixtures and furnishings, in use, shall be limited and restricted that no right is granted to transport said property from points of origin authorized in the certificates of public convenience issued to Chas. N. Kass (now Interstate Motor Freight System) or Alto Trucking Company as of July 2, 1933, unless said property is consigned to the borough of Ashland or points within ten (10) miles by the usually traveled highways of the limits of said borough.

9. To transport, as a Class D carrier, prepared coal between points in the village of Chinchilla, Lackawanna County, and within fifteen (15) miles by the usually traveled highways of the limits of the said village.

10. To transport, as a Class D carrier, cinders, sand, building materials (excluding structural steel and metal building materials), and excavated materials and road and building construction materials, such as are usually transported in dump trucks, between points in the village of Chinchilla, Lackawanna County, and within twenty-five (25) miles by the usually traveled highways of the limits of the said village; provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.

11. To transport, as a Class D carrier, silk from the townships of Benton and Abington, Lackawanna County, to the borough of Dumfries and city of Scranton, Lackawanna County.

12. To transport, as a Class D carrier, farm supplies and coal from the city of Scranton, Lackawanna County, to points in the townships of Benton and Abington, Lackawanna County, and within ten (10) miles by the usually traveled highways of the limits of said townships.

13. To transport, as a Class D carrier, new furniture and furnishings, new appliances and accessories, from points in the city of Scranton, Lackawanna County, and within an airline distance of three (3) statute miles of the limits of the said city, to points within an airline distance of seventy-five (75) statute miles of the limits of the said city;

with all of the above rights further subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the 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.
2. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in his utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the operating authority granted herein or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he has complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

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

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor Anthony P. Sparacino and Ralph Sparacino, Copartners, t/a Sparacino Brothers at A-00097670 be cancelled and the record be marked closed.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: October 15, 1982

ORDER ENTERED: OCT 25 1982

Application of
JOSEPH SPARACINO MOVERS, INC.

Equipment to be Used to Render Service

The Transferee presently provides intrastate household goods service in the territory authorized by its existing authority and will use its existing equipment to provide the additional service sought by this application.

Operating Authority to be Transferred

Although all of the operating authority of the Transferor is to be transferred, the only paragraphs of authority that involve the transportation of household goods are paragraphs 5, 6, 7 and 8. The other paragraphs involve grants of property other than household goods and the Transferee already has the right to transfer property other than household goods between points in Pennsylvania.

Statement of Financial Condition

A copy of Transferee's latest available balance sheet and income statement is included in the application.

Statement of Unpaid Business Debts of Transferor
and How They Will be Satisfied

Transferor will continue to be responsible for its unpaid debts.

Statement of Safety Program

The Transferee currently maintains a safety program which includes regular safety meetings, the issuance of brochures from its insurance company, the employment of qualified driver personnel, and other features to ensure safe operations of its vehicles.

Statement of Transferee's Experience

The Transferee has been in the household goods transportation business for many years.

8606112

Commonwealth of Pennsylvania
Department of State



CERTIFICATE OF INCORPORATION

Office of the Secretary of the Commonwealth
To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Laws of the Commonwealth, the Secretary of the Commonwealth is authorized and required to issue a "Certificate of Incorporation" evidencing the incorporation of an entity.

Whereas, The stipulations and conditions of the Law have been fully complied with by

JOSEPH SPARACINO MOVERS, INC.

Therefore, Know Ye, That subject to the Constitution of this Commonwealth, and under the authority of the Laws thereof, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, declare and certify the creation, erection and incorporation of the above in deed and in law by the name chosen hereinbefore specified.

Such corporation shall have and enjoy and shall be subject to all the powers, duties, requirements, and restrictions, specified and enjoined in and by the applicable laws of this Commonwealth.



Given under my Hand and the Great Seal of the Commonwealth,
at the City of Harrisburg, this 13th day
of January in the year of our
Lord one thousand nine hundred and eighty-six
and of the Commonwealth the two hundred tenth

Secretary of the Commonwealth

Application of
JOSEPH SPARACINO MOVERS, INC.

Supplement to Paragraph 12(b)

List of Corporate Officers and Stockholders

Officers

<u>Name</u>	<u>Title</u>
Joseph Sparacino	President
Joseph Sparacino	Secretary/Treasurer

Stockholders

<u>Name</u>	<u>No. of Shares</u>
Joseph Sparacino	100%

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

DATE: 1/12/2006
RECEIPT NO: 203962

JOSEPH SPARACINO MOVERS, INC.
NO. 6 SOUTH KEYSER AVENUE
TAYLOR PA 18517

IN RE: Application fees for JOSEPH SPARACINO MOVERS, INC.

**DOCUMENT
FOLDER**

Docket Number A-00108084..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 09868
CHECK AMOUNT: \$350.00

Stephen Reed
(for Department of Revenue)

DOCKETED
JAN 26 2006



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

IN REPLY PLEASE
REFER TO OUR FILE

Wednesday, January 18, 2006

WILLIAM A GRAY ESQUIRE
2310 GRANT BUILDING
PITTSBURGH PA 15219

In re: Application of Joseph Sparacino Movers, Inc.

**THIS APPLICATION HAS BEEN ASSIGNED PUC DOCKET
NUMBER A-00108084, F. 1, 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 28, 2006. The application will be submitted for review provided no protests are filed on or before February 21, 2006.

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 717-705-0624.

Very truly yours,

Jenni Fackler

Transportation Application Specialist
Bureau of Transportation & Safety



Enclosure

cc: JOSEPH SPARACINO MOVERS INC
#6 SOUTH KEYSER AVENUE
TAYLOR PA 18517

DOCKETED
JAN 18 2006

A-00108084, F. 1, Am-A JOSEPH SPARACINO MOVERS, INC., (#6 South Keyser Avenue, Taylor, Lackawanna County, PA 18517), a corporation of the Commonwealth of Pennsylvania - for the amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, households goods in use, from points in the city of Scranton, Lackawanna County, to other points in Pennsylvania and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00104113 to Sparacino Brothers, Inc., subject to the same limitations and conditions. Attorney: William A. Gray, Esquire, 2310 Grant Building, Pittsburgh, PA 15219.