





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

April 26, 1989

IN REPLY PLEASE  
REFER TO OUR FILE

A-108005

John A. Pillar, Esquire  
Pillar & Mulroy  
Suite 700, 312 Boulevard of the Allies  
Pittsburgh, PA 15222

**DOCKETED**

**JUN 14 1989**

Application of Roland T. Barry,  
t/d/b/a ABC-EZ Moving Co.

To Whom It May Concern:

Opinion

Enclosed is the compliance/order issued by the Commission in this proceeding.

A Certificate of Public Convenience evidencing the Commission's approval of the right to operate will not be issued until the applicant has complied with the following insurance and tariff requirements:

- I. Arrange through an insurance agent to have an insurance company file the following forms with the Commission.
  - a. A Form E as evidence of minimum public liability and property damage insurance coverage as shown on the back of this sheet.
  - b. A Form H or Form UCPC-31 as evidence of cargo insurance coverage in an amount not less than \$5,000 per vehicle. Under certain circumstances, exemption from the cargo insurance requirement may be secured by filing the enclosed Form PUC-288.
- II. Prepare and file a tariff according to the enclosed instructions except applicants for transfer of authority must file a tariff adoption supplement which will be forwarded by separate cover at a later date.

**DOCUMENT  
FOLDER**

Minimum Limits for PA Public Utility Commission Authorized Service

Passenger Carriers:

15 passengers or less: \$35,000 combined single limit per accident per vehicle to cover liability because of bodily injury, death or property damage.

\$25,000 first party medical benefits, \$10,000 first party wage loss benefits and \$1,500 first party funeral benefits for all passengers and pedestrians.

\$10,000 first party medical benefits, \$5,000 first party wage loss benefits, and \$1,500 first party funeral benefits for drivers (PA registered vehicles only).

16 to 28 passengers: \$1,000,000 combined single limit per accident per vehicle to cover liability because of bodily injury, death or property damage.

29 passengers or more: \$5,000,000 combined single limit per accident per vehicle to cover liability because of bodily injury, death or property damage.

Property Carriers:

Common or Contract: \$300,000 combined single limit per accident per vehicle to cover liability because of bodily injury, death or property damage.

\$10,000 first party medical benefits, \$5,000 first party wage loss benefits, and \$1,500 first party funeral benefits (PA registered vehicles only).

Common only: \$5,000 per accident per vehicle for loss or damage to cargo.

No motor carrier shall operate or engage in any transportation until compliance with all of the above requirements and a certificate has been issued authorizing actual operations. A motor carrier operating without complying with the above requirements will be subject to the penalty provisions of the Public Utility Code.


Commission regulations require compliance with all of the above requirements within sixty days of the date of this letter. Failure to comply within the sixty day period will cause the Commission to rescind the action of April 20, 1989 and dismiss the application without further proceedings.

If you foresee problems in meeting these requirements, please direct your questions to the following contact persons:

Insurance Filings: Mr. James McCarthy-Insurance Section  
(717) 783-5933

Tariff Filings: Mr. Joseph Machulsky-Tariff Section  
(717) 787-5521

Very truly yours,



Jerry Rich, Secretary

lg

Enclosures  
Certified Mail  
Receipt Requested

cc:applicant  
Roland T. Barry, t/a  
ABC-EZ Moving Co.  
451 Orchard Avenue  
Bellvue, PA 15202

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held April 20, 1989

Commissioners Present:

Bill Shane, Chairman  
William H. Smith, Vice-Chairman  
Joseph Rhodes, Jr.  
Frank Fischl

Application of Roland T. Barry, :  
t/d/b/a ABC--EZ Moving Co., for :  
the right to begin to transport, :  
as a common carrier, by motor :  
vehicle, (1) as a Class B car- :  
rier, household goods, office :  
furnishings and store equipment, :  
in use, between points in the :  
27th Ward of the City of Pitts- :  
burgh and the Boroughs of :  
Bellevue, Avalon, Ben Avon and :  
West View and the Township of :  
Ross, Allegheny County; (2) as :  
a Class D carrier, household :  
goods, office furnishings and :  
store equipment, in use, from :  
points in the 27th Ward of the :  
City of Pittsburgh and the :  
Boroughs of Bellevue, Avalon, :  
Ben Avon and West View and the :  
Township of Ross, Allegheny :  
County, to other points in :  
Pennsylvania within seventy- :  
five (75) miles by the usually :  
traveled highways of the City- :  
County Building in the City of :  
Pittsburgh; and (3) as a Class :  
D carrier, household goods and :  
office furniture, in use, between :  
points in the County of Allegheny; :  
which is to be a transfer of the :  
rights authorized under the :  
certificate issued at A-00092431 :  
to Robert N. Fink, t/d/b/a :  
Frank J. Irvin, subject to the :  
same limitations and conditions. :

A-108005

**DOCKETED**

**JUN 14 1989**

**DOCUMENT  
FOLDER**

## ORDER AND OPINION

### BY THE COMMISSION:

Before the Commission for disposition are the Exceptions filed on February 1, 1989 by Patrick A. Kissel, Sr. ("Protestant") to the Initial Decision of Administrative Law Judge ("ALJ") Richard S. Herskovitz served on January 18, 1989. The Initial Decision recommends that the Application of Roland T. Barry, t/d/b/a ABC--EZ Moving Company ("Applicant") be granted. Applicant filed a Reply to Exceptions on February 6, 1989.

### History of the Proceedings

By this Application, filed on February 24, 1988, Applicant seeks approval for the transfer of rights presently held by Robert N. Fink, t/d/b/a Frank J. Irvin at A-00092431. Those rights are as follows:

To transport, as a Class B carrier, households goods, office furnishings and store equipment, in use, between points in the 27th Ward of the City of Pittsburgh and the Boroughs of Bellevue, Avalon, Ben Avon and West View and the Township of Ross, Allegheny County;

To transport, as a Class D carrier, households goods, office furnishings and store equipment, in use, from points in the 27th Ward of the City of Pittsburgh and the Boroughs of Bellevue, Avalon, Ben Avon and West View and the Township of Ross, Allegheny County, to other points in Pennsylvania within seventy-five (75) miles by the usually traveled highways of the City-County Building in the City of Pittsburgh; and

To transport, as a Class D carrier, household goods and office furniture, in use, between points in the County of Allegheny.

In his Initial Decision, the ALJ made the following findings of fact:

1. Applicant, Roland T. Barry, t/d/b/a ABC--EZ Moving Co., entered into a contract with Robert N. Fink to purchase Mr. Fink's operating rights at PUC Docket No. A-92431 for a consideration of \$10,000; \$8,000 down and \$90.46 monthly until the \$2,000 balance is paid in full (N.T. 6-7, 20-22).
2. Applicant is 57 years old and was formerly employed by Hamburg Brothers, a wholesale distributor, for 32 years as a warehouseman, warehouse manager, shipper, receiver, office manager, sales administrative manager and field sales manager (N.T. 7-8).
3. Applicant has total assets of \$255,789 and no liabilities other than the balance due to Mr. Fink on the \$2,000 promissory note executed in conjunction with the agreement to purchase the subject operating rights (N.T. 10, 32, Applicant Exhibit 1).
4. Mr. Fink's operating rights were placed in voluntary suspension in August 1987 until he could find a buyer for them (N.T. 12, 43).
5. Applicant registered the fictitious name of ABC--EZ Moving Co. with the Secretary of the Commonwealth in February 1988 (N.T. 17-19, Applicant Exhibit 3).
6. Mr. Fink has been engaged in moving household goods within Allegheny County for the past 20 years and will advise Applicant on all matters concerning the operating rights and the Commission regulations if the transfer is approved by the Commission (N.T. 23-26, 50).
7. Applicant owns a 1967 Ford truck with a remanufactured engine and parts, and his son owns a 1980 Ford Econoline Van. Both vehicles will be used in his moving business (N.T. 8, 31, 47-48).
8. Applicant will purchase additional equipment from Mr. Fink if his own equipment isn't adequate to do the job (N.T. 28).

9. Applicant currently keeps his equipment on his property which has a two car garage, concrete pad outside the garage and parking space alongside the garage (N.T. 28-29).

10. Applicant owns furniture pads, dollies and other moving supplies (N.T. 32).

11. Since his retirement in 1980, Applicant has been offering his property for rent (N.T. 33).

12. Since January or February of 1987, Applicant has offered his vehicles for rent (N.T. 33).

13. Although Applicant has driven trucks on 15 or 20 occasions for someone who leased them, when informed by the Commission in March or April of 1987 that he could not operate the trucks unless he had a PUC certificate, Applicant ceased driving the vehicles and has not rented one with a driver since then (N.T. 35-37).

14. Applicant was not aware at the time he drove the rented vehicles that he could not do so without PUC operating rights (N.T. 35-37).

15. Applicant intends to adopt the tariff of Mr. Fink, and further intends to look into the office space previously rented by Mr. Fink to conduct his new business (N.T. 42, 45).

16. Protestant, Patrick Kissel, Sr., has held a PUC certificate at Docket No. A-99886 since 1976 for the right to transport household goods and office furniture within and outside of Allegheny County (N.T. 54-55).

17. Other than a letter complaint (docket number unknown) filed by Protestant against "Moving Are You" (allegedly Applicant's business) and three other advertisers of household goods hauling, alleging advertising without a PUC number and operating without proper PUC authority, there have been no complaints filed against Applicant before the Commission (N.T. 48, 57-62).

18. To date there has been no action on Protestant's letter complaint (N.T. 61-62).

(I.D., 9-11)

In his Discussion, the ALJ delineated Applicant's legal burden of showing that the proposed service is necessary or proper for the service, accommodation or safety of the public pursuant to the Public Utility Code, 66 Pa. C.S. §1103. Since this proceeding is a transfer of existing authority, the ALJ noted that the doctrine of the "presumption of continuing necessity" applies. That doctrine, first articulated at Application of Louis L. Grimm, 17 Pa. P.U.C. 25 (1937), provides that, once established at an initial application the need for service is presumed to continue even upon transfer of the authority, until the contrary is shown by the Protestant (I.D. 10-11.)

The ALJ identified the issues to be determined in this proceeding as the abandonment of the original certificate and Applicant propensity to operate legally and safely (I.D., p. 12).

With regard to abandonment, the ALJ observed that such a finding "requires proof of intent to abandon together with external acts by which that intent is carried into effect In Re: Byerly, supra and Morgan Drive Away, Inc. v. Pa. P.U.C., 6 Pa. Cwth. Ct. 229 293 A.2d 894 (1972)" (I.D., 17). The evidence showed that the Transferrer placed its operating rights into voluntary suspension before this Commission in August, 1987, because he wanted time to find a buyer. Thus, the ALJ concluded, since there is no other evidence of abandonment the rights have not been abandoned (I.D., 17).

With regard to Applicant's propensity to operate legally, the ALJ stated that even though he has provided unauthorized service, Applicant has not done so willfully or intentionally. Furthermore, on each occasion he was informed

of his illegal activity, he ceased that activity. The ALJ also stated that Applicant demonstrated honesty and sincerity in desiring to operate its service legally. For those reasons, the ALJ concluded that it has not been shown that Applicant lacks the propensity to operate honestly and legally (I.D., 16-17).

Accordingly, the ALJ reached the following conclusions of Law:

1. The parties to and subject matter of this proceeding are properly before the Commission.
2. In proceedings seeking the transfer of existing motor carrier operating authority, the Applicant does not have the burden of proving that the proposed service would serve a useful public purpose, responsive to a public demand or need.
3. Applicant possesses the necessary technical and financial ability to provide the proposed service.
4. Applicant has the propensity to operate safely and legally.
5. The operating rights sought to be acquired by Applicant have not been abandoned.

ALJ Herskivotz recommended, therefore, that the Application be approved.

#### Discussion

Protestant's Exceptions consist of the following statements:

(1) Mr. Barry was operating a moving company T/D/B/A "MOVING ARE YOU" and "MOVING -REASONABLE MOVING"

(2) The Public Utilities Commission informed Mr. Barry in March or April of 1987, that he could not operate the trucks unless he had a P.U.C. certificate.

(3) Mr. Barry proceeded with the same ad "MOVING ARE YOU?" advertising moving through

the Pennysaver until the protestant introduced the ruling of the P.U.C. 52 Pa. Code ch.41 to the Pennysaver.

(4) The Pennysaver finally decided to cooperate with the P.U.C. ruling and started to obtain P.U.C. numbers.

(5) Mr. Barry adopted the " TRUCK RENTAL " at the end of the ad to get around the P.U.C. law of advertising moving without a P.U.C. number.

(6) Enclosed is a copy of his business card advertising ABC EZ MOVING CO. This card has no mention of truck rental.

(7) No reasonable person would think this ad is for truck rental. This is nothing more than a smoke screen.

(8) The March 28, 1988 ad never inclines that he will rent a truck, he specifically advertises a better deal move.

(9) Mr. Barry's company was included on a formal and informal complaint to Mr. Jerry Rich on March 21, 1988 regarding his acts as a illegal mover. This formal and informal complaint has never been acted on by the P.U.C.

(10) Mr. Barry worked for Hamburg Brothers for 32 years serving several capacities in Hamburg Bros. as a wholesale distributor. He should have a full understanding of the P.U.C. common carrier laws. But he does not. He lacks a propensity to operate legally.

(11) Mr. Barry claims that Mr. Fink will "ADVISE" him and guide him on the different laws of the P.U.C. and tariffs ect. There is no guarantee that Mr. Fink has more knowledge than Mr. Barry or that he will even co-operate with Mr. Barry.

(12) We feel that the demeanor of the judge showed showed special consideration towards Mr. Barry because he was not represented by legal counsel. I Understand that the administrative law judge was new to transportation. I feel that this judgement was based on personal feelings instead of law.

Protestant also attached three additional pages to his Exceptions. The first is a copy of a business card for ABC--EZ Moving Co. and the last two are copies of advertisements.

In its Reply to the Exceptions, Applicant states that the Exceptions should be stricken or denied on procedural grounds. The Reply argues:

The exceptions filed by protestant consist of 12 numbered statements which are not exceptions as required by 52 Pa. Code §5.533. The numbered statements consist of the protestant's personal views which are not supported by the evidence of record. No record references are contained in the "Exceptions" nor has any effort been made to relate protestant's statements to the evidence of record or the Initial Decision. Section 5.533 provides, in pertinent part, as follows:

(c) Exceptions shall be stated in specific, numbered paragraphs. Supporting reasons for the exceptions shall follow the specific exceptions.

(d) Exceptions shall be concise, the exceptions and supporting reasons shall be limited to 40 pages in length. Statements of reasons supporting exceptions shall, insofar as practicable, incorporate by reference, relevant passages in previously filed briefs...

Protestant's "Exceptions" fail to comply with Section 5.533 and, therefore, the Exceptions should be denied on the grounds that protestant has failed to comply with the Commission's Rules of Practice.

In the alternative, Applicant argues that the Exceptions should be denied for lack of merit (Reply to Exceptions, p. 2.).

With regard to striking the Exceptions, Applicant is correct that Protestant's Exceptions fail to meet many of the

requirements specified in our regulations at 52 Pa. Code §5.533. They fail to give references to the record or the specific statements in the Initial Decision to which exception is taken. To the extent that the Exceptions are defective, they will be weighted accordingly.

With regard to Mr. Kissel's Exceptions, many represent allegations made on the record about Applicant's alleged illegal acts of transportation without a certificate of public convenience. Exceptions 1, 2, 3, 4 and 5, 7, 8, 9 concern specific issues raised at the hearing. These purportedly became the subject of a "formal and informal complaint" before the PUC which Protestant made by way of a letter to the Secretary of this Commission. However, as the ALJ points out, there is not evidence that a docket number has been assigned to the Complaint, or that anything has been done regarding this Complaint. (I.D., p. 16). Therefore, we shall not allow the alleged Complaint to stand in the way of this proceeding. Furthermore, inasmuch as these matters have been considered fully by the ALJ, and we concur in his disposition, these Exceptions are denied.

Protestant's sixth Exception is that there is no mention of truck rental on the copy of the business card, allegedly that of ABC--EZ Moving Co., which he attached to his Exceptions. In its Reply to the Exceptions, Applicant makes a motion to strike this Exception. Applicant argues that the attached card is not evidence of record and may not be offered as evidence now. Applicant also notes that the card refers to incidental services such as loading, unloading, packing and cartons and does not refer to any transportation service, per se. (Reply to Exceptions, p. 4).

We concur with Applicant that this item should be disregarded, but not for the reasons it raises. Clearly, the card is for a Moving Company which implies transportation. However, it is improper to introduce evidence after the close of

the record in this proceeding. There is no evidence of how and when this item was obtained, nor any opportunity for cross-examination or rebuttal evidence. Therefore, we will disregard this information and deny this Exception.

Protestant's Exception No. 10 charges that, as a former employee of Hamburg Brothers for 32 years, Applicant should have a full understanding of the Public Utility Code.

The evidence shows that Applicant has attempted to comply with the requirements of the law as he became aware of them. It is true that as a common carrier he will be responsible for full compliance with the Code. However, as the ALJ notes, "[f]itness certainly doesn't turn on whether the Applicant knows all the legalities associated with owning a PUC certificate." (I.D., p. 14). Therefore, this Exception is denied.

Exception No. 11 disputes the fact that Mr. Fink, the Transferor, has more knowledge of, or will be available to advise Applicant on the various requirements of the Public Utility Code. Whether or not that is the case, Applicant will be responsible for such compliance. Therefore, this Exception is denied.

At Exception No. 12, Protestant argues that the ALJ showed special consideration toward Applicant because Applicant had no legal counsel. He further charges that the ALJ's "judgment was based on personal feelings instead of law." (Exceptions, second sheet.)

A review of the record shows no evidence of any such bias on the part of the ALJ. Part of the ALJ's responsibility is to make sure the record is complete. Often, particularly when a party is not represented by counsel, it is necessary for the ALJ to ask questions to ensure the full development of the record. Furthermore, the conclusions of the Initial Decision are properly

based on the requirements of law and regulation. Thus, this Exception is also denied.

Conclusion

For the reasons given above, we conclude that all of the Protestant's Exceptions should be denied; **THEREFORE,**

**IT IS ORDERED:**

1. That the Exceptions filed by Patrick A. Kissel, Sr. on February 1, 1989 to the Initial Decision of Administrative Law Judge Richard S. Herskovitz be, and hereby are, denied and his Protest dismissed.

2. That the Initial Decision of Administrative Law Judge Herskovitz, issued herein on January 18, 1989, be, and hereby is, adopted.

3. That the Application for the transfer of all the rights held by Robert N. Fink, t/d/b/a Frank J. Irvin, at Docket No. A-00092431, is hereby approved and that a certificate be issued to Roland T. Barry, t/d/b/a ABC-EZ Moving Co. granting the following rights:

1. To transport, as a Class B carrier, households goods, office furnishings and store equipment, in use, between points in the 27th Ward of the City of Pittsburgh and the Boroughs of Bellevue, Avalon, Ben Avon and West View and the Township of Ross, Allegheny County;

2. To transport, as a Class D carrier, households goods, office furnishings and store equipment, in use, from points in the 27th Ward of the City of Pittsburgh and the Boroughs of Bellevue, Avalon, Ben Avon and West View and the Township of Ross, Allegheny County, to other points in Pennsylvania within seventy-five (75) miles by the usually traveled highways of the City-County Building in the City of Pittsburgh; and

3. To transport, as a Class D carrier, household goods and office furniture, in use, between points in the County of Allegheny.

Subject to the following conditions:

- A. That the approval hereby given is not to be understood as committing this 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 therefore, or equal to any value that may be placed thereon by Applicant, or to approve or prescribe rates sufficient to yield a return thereon.
- B. That 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.
- C. That the Applicant charge to Account 1550, Other Intangible Property, \$10,000, being the amount of consideration payable by it for the rights and going concern value attributable thereto; less any amount recorded under Condition B above.

3. That the operating authority granted herein, to the extent that it duplicates authority now held by or subsequently granted the carrier, shall not be construed as conferring more than one operating right.

4. That the Applicant shall not engage in any transportation granted herein until it shall have complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing of insurance and the filing and acceptance of a tariff establishing just and reasonable rates.

5. That in the event Applicant has not, on or before 60 days from the date of service of this Order, complied with the requirements set forth above, the Application shall be dismissed without further proceedings.

6. That upon compliance with this Order, the rights granted the Transferrer, Robert N. Fink, t/d/b/a Frank J. Irvin, at Docket No. A-00092431, are hereby cancelled and the record marked closed.

BY THE COMMISSION,

A handwritten signature in cursive script, appearing to read "Jerry Rich", is written over the printed name below.

Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: April 20, 1989

ORDER ENTERED: **APR 26 1989**

**SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.  
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1.  Show to whom delivered, date, and addressee's address. (Extra charge) 2.  Restricted Delivery (Extra charge)

3. Article Addressed to: <i>A-108005 OKO</i> <i>David M. O'Boyle,</i> <i>Esq.</i>	4. Article Number <b>44863</b>
5. Signature - Address <i>[Signature]</i>	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature - Agent <i>[Signature]</i>	Always obtain signature of addressee or agent and DATE DELIVERED.
7. Date of Delivery <b>MAY 01 1989</b>	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 \* U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

**SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.  
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1.  Show to whom delivered, date, and addressee's address. (Extra charge) 2.  Restricted Delivery (Extra charge)

3. Article Addressed to: <i>A-108005 OKO</i> <i>John A. Bellow,</i> <i>Esq.</i>	4. Article Number <b>44864</b>
5. Signature - Address <i>[Signature]</i>	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature - Agent <i>S. W. Wisnoki</i>	Always obtain signature of addressee or agent and DATE DELIVERED.
7. Date of Delivery <b>APR 28 1989</b>	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 \* U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

**SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.  
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1.  Show to whom delivered, date, and addressee's address. (Extra charge) 2.  Restricted Delivery (Extra charge)

3. Article Addressed to: <i>A-108005 OKO</i> <i>Robert N. Fink</i>	4. Article Number <b>44862</b>
5. Signature - Address <i>[Signature]</i>	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature - Agent <i>[Signature]</i>	Always obtain signature of addressee or agent and DATE DELIVERED.
7. Date of Delivery <b>4-29-89</b>	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1988 \* U.S.G.P.O. 1988-212-865 DOMESTIC RETURN RECEIPT

May 30, 1989

A-00108005

IN REPLY PLEASE  
REFER TO OUR FILE  
R-16

John A. Pillar, Esquire  
Pillar & Mulroy  
Suite 700, 312 Boulevard of the Allies  
Pittsburgh, PA 15222

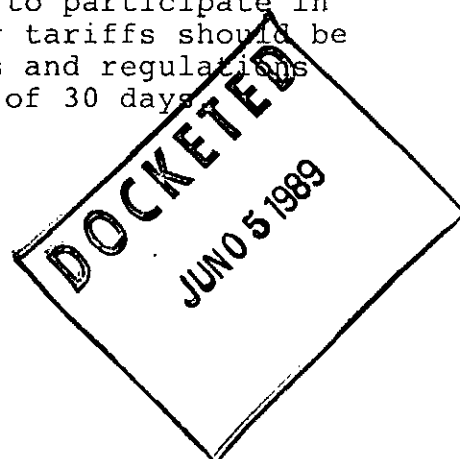
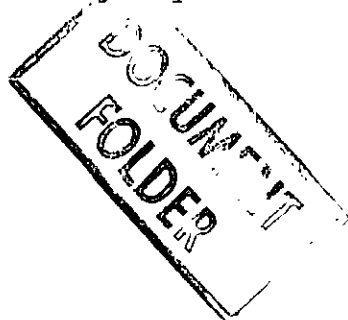
Roland T. Barry, t/d/b/a  
ABC-EZ Moving Co.

Dear Mr. Pillar:

Under date of April 26, 1989, the Secretary's office transmitted to you the Commission's compliance order of April 20, 1989, evidencing approval of the above carrier's application at A-00108005, which is in effect a transfer of the rights formerly held by Robert N. Fink, t/d/b/a Frank J. Irvin at A-00092431. The letter transmitting the order directs attention to the requirement for the filing of a tariff.

In accordance with the provisions of Pa. Code, Title 52, Section 23.13(c), you should immediately arrange to file adoption supplements with us whereby the tariff of the former operator will become the tariff of the latter, and no change in rates is permitted to cover the transfer of rights. To assist you in meeting this tariff requirement, we are enclosing three copies of the necessary supplement to be properly executed by you, the original and one copy of which must be returned to us for filing and the remaining one to be retained for your records.

We also notice that rates for a part of the authorized service of Robert N. Fink, t/d/b/a Frank J. Irvin are provided in tariffs published by Tristate Household Goods Tariff Conference, Inc. Should you elect to participate in the agency publication, two copies of a suitable power of attorney should be included with the filing. If you do not elect to participate in the agency publication a new tariff or tariffs should be filed containing the same rates, rules and regulations published by the agency for a minimum of 30 days



The matter should be given prompt attention, as a certificate of public convenience will not be issued until full compliance with the Tariff Regulations has been met and if not completed within the time set, approval of the application is subject to rescission. Upon the proper filing of the adoption supplements, accompanied by two copies of the power of attorney, the tariff requirements will be satisfied.

Very truly yours,  
Barry L. Ernst, Director  
Bureau of Transportation

By: Joseph M. Machulsky, Chief  
Financial Document Section

MHD:dmm  
Enclosure (1 set)

cc: Tristate Household Goods Tariff Conference, Inc.  
P.O. Box 9023  
Lester, PA 19113

New power of attorney to be designated:  
Pa. Fl No. 1 cancels Pa. Fl No. 1  
(Series of Robert N. Fink, t/d/b/a  
Frank J. Irvin)

Roland T. Barry, t/d/b/a ABC-EZ Moving Co.  
451 Orchard Avenue  
Bellvue, PA 15202

Contact Person: G. L. Baker  
(717) 783-5936