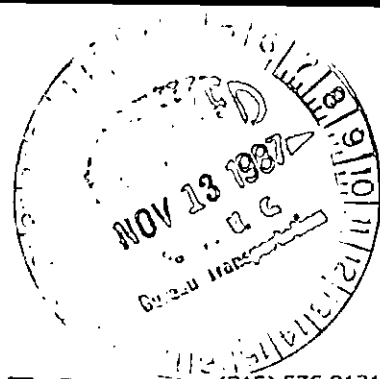


RAYMOND A. THISTLE, JR.  
ATTORNEY AT LAW  
206B BENSON EAST  
100 OLD YORK ROAD  
JENKINTOWN, PA. 19046



November 10, 1987

RECEIVED

(215) 576-0131

Honorable Jerry Rich, Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17120

A. 107838

NOV 12 1987

SECRETARYS OFFICE  
Public Utility Commission

Re: James Broderick, Transferee -  
Purchase Portion - Intercept Delivery  
Service, Inc., Transferor at  
Docket A-00103577, Portion F.3

Dear Secretary Rich:

Enclosed herewith for filing are an original plus two copies of a transfer application (form PUC-190) seeking Commission approval of the purchase of a portion of Folder 3 of the authority issued to Intercept Delivery Service, Inc., at Docket A-00103577 by James Broderick, a non-certificated carrier.

Also enclosed is my check made payable to the Commonwealth of Pennsylvania in the amount of \$125.00 for the filing fee.

Please acknowledge receipt on the two copies of this letter of transmittal and return to the addressees in the preaddressed, stamped envelopes provided. Mr. Carter represents the Transferor.

Thank you for your attention and consideration in this matter.

Very truly yours,

Raymond A. Thistle, Jr.

RAT:mt

cc: Louis J. Carter, Esquire  
James Broderick

DOCUMENT  
FOLDER

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED

NOV 12 1987

SECRETARY'S OFFICE  
Public Utility Commission  
PUC Use Only

Docket No. 107838

Folder No.

Application of JAMES BRODERICK  
(Applicant/Transferee)

for approval of the transfer and to exercise the right

as a Common carrier, described at Docket  
common-contract

No. A-00103577, Folder No. 3, issued to

Intercept Delivery Service, Inc.  
Transferor

for transportation of Property  
persons-property

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

APPL:   
COMPL:   
MVIC:   
CHECKED BY: *Jan*

1. James Broderick  
(Full and correct name of applicant/transferee)

2. Own name  
(Trade name, if any)

The trade name N/A been registered with the Secretary of the  
(has or has not)

Commonwealth on N/A (attach copy of stamped registration form).  
(date)

3. 525 Lawler Street  
(Business Street Address) N/A  
(P.O. Box, if any)

Philadelphia PA 19116 (215) 673-4416  
City State Zip Telephone

4. Applicant's attorney (for this application) is:

Raymond A. Thistle, Jr. 206B Benson East, 100 Old York Road  
(Name) (Address) (Telephone)  
Jenkintown, PA 19046

5. Any notice, process or order of the PUC should be served upon:

Raymond A. Thistle, Jr. (same as 4 above)  
(Name) (Address)

6. Applicant does not hold Pa. PUC authority under Docket  
(does or does not)

Number N/A and operates as a N/A carrier.  
(common or contract)

7. Applicant does not hold Interstate Commerce Commission authority  
does or does not

Docket No. N/A

DOCUMENT  
FOLDER

BEGINNING

DOCKETED  
APPLICATION DOCKET  
NOV 18 1987  
ENTRY No. *Jan*

8. Applicant is (check one):

Individual.

Partnership. Attach copy of partnership agreement and list names and addresses of partners below (use additional sheet if necessary).

(Name)

(Address)

Corporation. Organized under the laws of the State of \_\_\_\_\_ and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on \_\_\_\_\_ (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 stockholders 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.

N/A

10. Applicant proposes to acquire part of the operating rights (all or part)

now held by transferor. Attach 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. See Exhibits A, B and C attached to Agreement.

11. The reason for the transfer is desire of Transferor to remove from the household goods moving business and desire of Transferee to enter such phase of transportation.

12. The total amount of consideration to be paid is \$ 5000.00 and was determined as follows: arms-length negotiation

and will be paid as follows: \$1000.00 in escrow; promisory note as security pending settlement when balance of \$4000.00 shall be paid.

13. Applicant is financially able to furnish adequate service to the public and submits Schedule "C" as a statement of financial condition.

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

Sales Agreement. (Required) Attached

Partnership Agreement. N/A

Trade Name registration certificate. N/A

Certificate of Incorporation or Authority. N/A

Statement of corporate charter purpose. N/A

List of corporate officers and stockholders. N/A

List of equipment to be used to render service. (summarize by type) Attached

Operating authority to be transferred/retained. Attached to Agreement

Equipment and other property to be transferred. (Schedules "A" & "B") N/A

Statement of Financial Condition (Schedule "C") Attached

Bilateral contract(s), if transferring contract carrier rights. N/A

Statement of unpaid business debts of transferor and how they will be satisfied. Attached

Copy of short form certificate showing date of death of transferor and name of executor/trix. N/A

15. Transferor attests that all general assessments and fines are paid, that no annual reports are due 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.

16. 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 approval of the transfer.

WHEREFOR, Transferee and Transferor pray that the Commission grant the Transfer as herein requested.

JAMES BRODERICK

Transferee sign here:  
(Corporate Seal) N/A

*James N. Broderick*  
(each partner must sign)

9-29- 1987  
(Date)

Transferor sign here:  
(Corporate Seal)

INTERCEPT DELIVERY SERVICE, INC.

By *James N. Broderick* VP 10/28 1987  
Title

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. It is not required that applicant be represented by an attorney, unless applicant is a corporation.
3. 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 P.O. Box 3265, North Office Building, Harrisburg, PA 17120. A filing fee of One Hundred Twenty Five Dollars (\$125.00) is required and shall be paid by certified check or money order, made payable to the Commonwealth of Pennsylvania.
4. Carriers with Pa. PUC authority need not complete Paragraph 14 - Statement of Financial Condition if its latest Annual Report is on file at the Commission. You need only to reference same.
5. Copies of trade name registration form and certificate of incorporation of authority are not required from currently certificated/permited carriers.
6. 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.
7. THIS APPLICATION FORM IS ONLY TO BE USED IN APPLYING FOR A TRANSFER OF RIGHTS UNDER EXISTING CERTIFICATES, PERMITS OR LICENSES. No application will be entertained for a transfer of rights which have been canceled or which for other reasons are obsolete.

### 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<br>(1)      | Year of Manufacture<br>(2) | Description         |                      |                 |                              |                       | Date Purchased<br>(8) | Condition When Purchased (New or Used)<br>(9) | Original Cost<br>(10) | Cost of Additions Betterments, and Improvements<br>(11) | Total Cost<br>(12) | Depreciation<br>(13) | Total Cost Less Depreciation<br>(14) | Estimated Present Value<br>(15) | Encumbrance<br>(16) |
|----------------------------------|----------------------------|---------------------|----------------------|-----------------|------------------------------|-----------------------|-----------------------|---|-----------------------|---|--------------------|----------------------|--------------------------------------|---------------------------------|---------------------|
|                                  |                            | Type Of Body<br>(3) | Engine Number<br>(4) | Capacity<br>(5) | Manufacturer's Number<br>(6) | Miles Operated<br>(7) |                       |   |                       |   |                    |                      |                                      |                                 |                     |
| N O N E                          |                            |                     |                      |                 |                              |                       |                       |   |                       |   |                    |                      |                                      |                                 |                     |
| Total columns 10 to 16 inclusive |                            |                     |                      |                 |                              |                       |                       |   |                       |   |                    |                      |                                      |                                 |                     |

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<br>(A)             | Date of Purchase, Installation or Construction<br>(B) | Original Cost<br>(C) | Depreciation<br>(D) | Original Cost Less Depreciation<br>(E) | Estimated Present Value<br>(F) | Encumbrance<br>(G) |
|--------------------------------|---|----------------------|---------------------|--|--------------------------------|--------------------|
| N O N E                        |   |                      |                     |  |                                |                    |
| Total columns C to G inclusive |   |                      |                     |  |                                |                    |

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

SCHEDULE "C"

STATEMENT OF FINANCIAL CONDITION

ASSETS

|   |    |                  |
|---|----|------------------|
| Motor vehicle equipment                             | \$ | <u>50,000</u>    |
| Buildings and structures                            | \$ | <u>0</u>         |
| Other property                                      | \$ | <u>0</u>         |
| Cash  | \$ | <u>22,000</u>    |
| Accounts receivable                                 | \$ | <u>0</u>         |
| Notes receivable                                    | \$ | <u>0</u>         |
| Materials and supplies                              | \$ | <u>2,500</u>     |
| Other assets (attach schedule) (Private Automobile) | \$ | <u>14,800</u>    |
| Total Assets  | \$ | <u>89,300.00</u> |

LIABILITIES

|   |    |                  |
|---|----|------------------|
| Mortgages payable                                 | \$ | <u>0</u>         |
| Equipment obligations                             | \$ | <u>25,136</u>    |
| Accounts payable                                  | \$ | <u>2,239</u>     |
| Notes payable                                     | \$ | <u>0</u>         |
| Other liabilities (attach schedule)               | \$ | <u>0</u>         |
| Reserve for depreciation - motor vehicles         | \$ | <u>5,000</u>     |
| Reserve for depreciation - buildings & structures | \$ | <u>0</u>         |
| Reserve for depreciation - other                  | \$ | <u>0</u>         |
| Net worth (individual or partnership)             | \$ | <u>56,925.00</u> |
| Capital stock (corporations only)                 | \$ | <u>0</u>         |
| Surplus (corporations only)                       | \$ | <u>0</u>         |
| Total Liabilities                                 | \$ | <u></u>          |

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
PHILADELPHIA County :

James Broderick, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

James Broderick  
Signature of Affiant  
James Broderick

Sworn and subscribed before me this 29<sup>th</sup> day of September 19 87

My Commission Expires \_\_\_\_\_  
MARGARET R. THISTLE, NOTARY PUBLIC  
JENKINTOWN BORO. MONTGOMERY COUNTY  
MY COMMISSION EXPIRES SEPT. 27, 1990  
Member, Pennsylvania Association of Notaries

Margaret R. Thistle  
Signature of Official Administering Oath

~~AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)~~

~~COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
\_\_\_\_\_ County :~~

~~\_\_\_\_\_, being duly sworn (affirmed) according to law, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ (Office of Affiant)~~

~~\_\_\_\_\_ ; that he is authorized to and does make (Name of Corporation)~~

~~this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said \_\_\_\_\_ (Name of Corporation)~~

~~to be able to prove the same at the hearing hereof.~~

\_\_\_\_\_  
Signature of Affiant

~~Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_~~

~~My Commission Expires \_\_\_\_\_~~

\_\_\_\_\_  
Signature of Official Administering Oath



THIS MUST BE COMPLETED BY NOTARY PUBLIC

~~AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)~~

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
\_\_\_\_\_ County :

\_\_\_\_\_, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

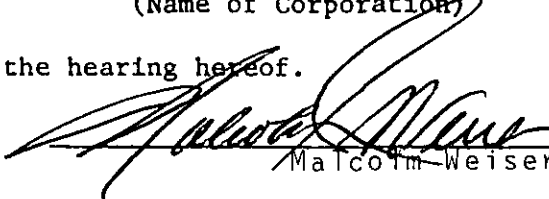
COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
PHILADELPHIA \_\_\_\_\_ County :

Malcolm Weiser \_\_\_\_\_, being duly sworn (affirmed) according to law, deposes and says that he is Vice President of \_\_\_\_\_ (Office of Affiant)

Intercept Delivery Service, Inc.; that he is authorized to and does make (Name of Corporation)

this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Intercept Delivery Service, Inc. (Name of Corporation)

to be able to prove the same at the hearing hereof.

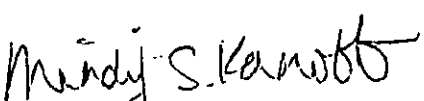
  
Malcolm Weiser

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 3rd

day of November 19 87

My Commission Expires May 27, 1991

  
Mandy S. Karwot  
Signature of Official Administering Oath  
Notary Public, Phila. Phila. Co.  
My Commission Expires May 27, 1991

AGREEMENT

This Agreement is entered into by and between Intercept Delivery Service, Inc., hereinafter referred to as Transferor and James Broderick or his corporate nominee, hereinafter referred to as Transferee, this 30<sup>th</sup> day of September, 1987

WHEREAS, Transferor is a certificated common carrier by motor vehicle of property, authorized by the Pennsylvania Public Utility Commission (PA PUC) to perform transportation for hire at Docket A-00103577; and

WHEREAS, Transferee is an individual who desires to begin Pennsylvania intrastate transportation operations under his individual name, a fictitious name or in corporate form; and

WHEREAS, Transferor is desirous of selling and Transferee is desirous of purchasing a portion of the PA PUC authority of Transferor:

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

1. (a) Transferor agrees to sell and transfer and Transferee agrees to purchase and receive a portion of the PA PUC authority of Transferor issued to it at Docket A-00103577, Folder 3. A copy of Transferor's total PA PUC authority is attached hereto as Exhibit A. A copy of the portion of authority to be purchased by and transferred to Transferee at Docket A-00103577, Folder 3 is attached hereto as Exhibit B. A copy of the authority of Transferor which is being retained by Transferor and as is modified to eliminate the creation of duplicative authority because of the transfer, is attached hereto as Exhibit C.

(b) The parties hereto acknowledge that they have read Exhibits A, B and C which form a part hereof, understand the same and accept them and the explanation thereof as an integral part of this Agreement.

(c) No other property is the subject of this Agreement.

2. The total consideration or purchase price to be paid by Transferee to Transferor for the sale and transfer of the aforementioned portion of the PA PUC authority is Five Thousand Dollars (\$5,000.00).

3. The total consideration shall be paid as follows:

(a) A down payment upon the purchase price in the amount of One Thousand Dollars (\$1,000.00) shall be paid at the time of the signing of this Agreement by Transferee to Louis J. Carter, Esquire, 7300 City Line Avenue, Philadelphia, PA 19151-2241, to be held in escrow in an interest-bearing account, in accordance with the terms of this Agreement. The interest earned therein shall inure to the benefit of the Transferor, and shall be paid to the Transferor, along with the down payment, if the transaction is settled or if Transferee breaches any of its obligations under this Agreement. The interest earned therein shall inure to the benefit of the Transferee if the PA PUC denies the application or the Transferor breaches the Agreement. After counsel for each of the parties have given their approval of this Agreement, both Transferor and Transferee must sign the same within 15 days or the Agreement shall be of no force and effect.

(b) After approval by the Pennsylvania Public Utility Commission (PA PUC) of an application for transfer to be filed before it, and at the time of settlement, hereinafter defined, Transferee shall pay to Transferor the balance of the purchase price of Four Thousand Dollars (\$4,000.00) in cash or check.

(c) As security and as evidence of the promise to pay the balance of the consideration set forth in paragraph 3(b) above, Transferee has executed concurrently herewith, a Note payable to the order of Intercept Delivery Service, Inc. A copy of said Note is attached hereto, made a part hereof and marked Exhibit D. The original Note has been tendered to Transferor. Concurrently upon payment of the \$4,000.00, the original Note shall be returned to Transferee.

(d) After approval of the PA PUC and at the time of settlement, escrow holder shall pay over to the Transferor the One Thousand Dollars (\$1,000.00) held in escrow.

4. Approval as used in this Agreement shall mean consent of the PA PUC of the application filed before such regulatory agency for transfer of the herein subject property from Transferor to Transferee, without any deletions and without any restrictions in the scope of authority or territory not now existing or not specifically requested in Exhibit C. Any changes which are minor and do not effect the commodity, scope or the territorial scope of the present authority, will not invalidate the Commission's approval of the transfer under the terms of this Agreement.

5. Settlement as used in this Agreement shall mean that date, after approval of the PA PUC as hereinbefore defined, that all monies due are paid over to Transferor and the Transferor executes any tariff adoption notice, if required by the Commission.

6. Settlement shall take place within thirty-five (35) days after receipt by counsel for Transferee of approval by the PA PUC of the transfer application and receipt by him of the Commission's tariff compliance instructions. The place of settlement shall be at said counsel's office, the office of Transferor's counsel, by mail or at any place mutually agreed upon by the parties.

7. It is understood and agreed that if the PA PUC shall fail to approve the transfer application filed before it, without willful action or neglect of Transferee, then all monies paid in escrow shall be returned to Transferee by the escrow holder without any deductions.

8. It is understood and agreed that if the PA PUC approves the transfer application (as defined) and after notice the Transferee shall fail to settle the transaction within the time specified, then the escrow deposit shall be forfeited to Transferor.

9. It is acknowledged by both parties that the PA PUC authority here involved is unique and that money damages at law are inadequate. Therefore, Transferor agrees that if after approval of the transfer by the PA PUC and compliance by Transferee of its obligations under this Agreement, Transferor fails to settle this Agreement or otherwise breaches it, Transferor hereby gives consent to an action in equity of specific performance.

10. Transferor warrants and represents that there are no encumbrances or liens against the PA PUC authority herein proposed to be transferred nor will there be at the time of settlement; that there are no pending actions or proceedings which would jeopardize the aforesaid authority nor will there be at the time of settlement.

11. Transferee agrees that it will bear the financial obligation of the preparation of this Agreement between the parties; the preparation, filing and prosecution of the application before the PA PUC ;and the settlement of the transaction. Transferee agrees to proceed promptly in the preparation, filing and prosecution of the application before the PA PUC.

12. Transferor agrees that it will fully cooperate in furnishing necessary information for the preparation of the Agreement and Application and will attend and furnish information pertaining to it at any hearing required and execute all necessary documents to fulfil the intent of this Agreement, all at its own expense.

13. The PA PUC assessment against motor carriers is paid a year in advance for the period July 1 to June 30. Therefore, any assessment paid or due shall be apportioned between Transferor and Transferee and prorated for the year as of the date of settlement of permanent authority as provided herein and shall be paid at such time. Thereafter, any assessment shall be paid by Transferee. By the term assessment is meant that portion of charge by the PA PUC based upon gross revenue derived from that portion of Transferor's authority here to be transferred.

14. It is acknowledged by the parties that the escrow holder is not a party to this Agreement and is required only to follow the terms of this Agreement as to disbursement of the escrow funds. If there be any dispute between the parties, the escrow holder may pay the escrow money to any court of competent jurisdiction and be relieved of any further obligation hereunder.

15. All parties will perform their respective obligations within a reasonable time to effectuate the intent of this Agreement.

16. Transferee has agreed to pay Kenneth Sataloff a finder's fee. Transferor has no obligation in this regard.

17. All notices shall be sufficient if given in writing and delivered personally or properly mailed by U.S. registered or certified mail, postage prepaid as follows:

To SELLER: Intercept Delivery Service, Inc.  
The Carlton House  
1801 J.F. Kennedy Blvd.  
Philadelphia, PA 19103

With a copy to: Louis J. Carter, Esquire  
7300 City Line Avenue  
Philadelphia, PA 19151-2291

To BUYER: James Broderick  
525 Lawler Street  
Philadelphia, PA 19116

With a copy to: Raymond A. Thistle, Jr., Esquire  
206B Benson East  
100 Old York Road  
Jenkintown, PA 19046

18. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

19. This Agreement contains the entire Agreement between the parties concerning the subject hereof and may not be amended, supplemented or discharged, and no provisions hereof or thereof may be modified or waived, except expressly by an instrument in writing signed by the parties thereby affected.

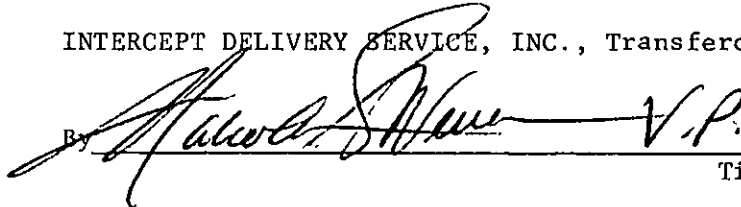
20. The parties agree to submit to arbitration any differences, disputes or controversies arising out of this contract or between or among them in accordance with the attachment hereto entitled Arbitration Procedure Attachment, marked Exhibit E.

21. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

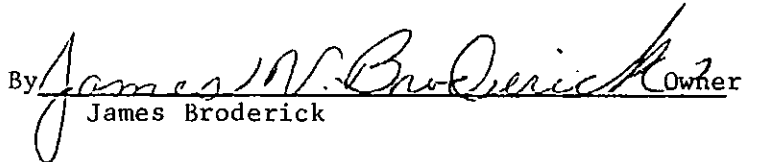
22. Having been agreed to and made in the Commonwealth of Pennsylvania, this Agreement shall be interpreted in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed the day and year aforesaid.

INTERCEPT DELIVERY SERVICE, INC., Transferor

By  V.P.  
Title

JAMES BRODERICK, Transferee

By  Owner  
James Broderick

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held March 26, 1982

Commissioners Present:

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

Application of Intercept Delivery Service, Inc., for approval of the transfer to it of all of the operating rights held by Auto Messenger Service, Inc., at A-00096892.

A-00103577  
F. 2

O R D E R

BY THE COMMISSION:

By application docketed January 22, 1982, Intercept Delivery Service, Inc., a corporation of the State of California, seeks approval of the transfer to it of all the rights granted to Auto Messenger Service, Inc., a corporation of the State of New Jersey, under the certificate issued at A-00096892.

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 Auto Messenger Service, Inc., at A-00096892 be approved and that a certificate be granted to the applicant granting the following rights:

1. To transport, as a Class B carrier, property, excluding household goods in use, between points in the city and county of Philadelphia.
2. To transport, as a Class D carrier, whole blood, blood plasma and related articles, from the facilities of the American Red Cross in the city and county of Philadelphia, to points in the counties of Bucks, Montgomery, Delaware and Chester, and vice versa;



subject to the following 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 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.
3. That the applicant charge to Account 1550, Other Intangible Property, \$5,200, 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.
4. 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.
5. 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.
6. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(3) of Title 66, PA C.S.A.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it 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 issuance of the certificate be withheld pending submission of proof that applicant, a foreign corporation, has registered to do business in Pennsylvania by filing with the Secretary of the Commonwealth.

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending receipt of Transferor's 1981 Annual Report.

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 Auto Messenger Service, Inc., a corporation of the State of New Jersey at A-00096892 be cancelled and the record be marked closed.

BY THE COMMISSION,



Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: March 26, 1982

ORDER ENTERED: April 6, 1982

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held March 16, 1984

ENTERED

MAR 28 1984

Commissioners Present:

Linda C. Taliaferro, Chairman  
Michael Johnson  
James H. Cawley

Application of Intercept Delivery  
Service, Inc., for approval of the  
transfer to it of all of the  
operating rights held by White's  
Delivery Service, Inc., at  
A-00086790, F. 2.

A-00103577  
F. 3

O R D E R

BY THE COMMISSION:

By application docketed November 15, 1983, Intercept Delivery Service, Inc., a corporation of the State of California, seeks approval of the transfer to it of all the rights granted to White's Delivery Service, Inc., a corporation of the State of New Jersey, under the certificate issued at A-00086790, F. 2.

We find the applicant to be fit to be granted the operating authority sought herein 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 White's Delivery Service, Inc., at A-00086790, F. 2 be approved and that a certificate be issued to the applicant granting the following rights:

1. To transport, as a Class B carrier, household goods and office furniture, new and in use, and general merchandise, excluding freight, between points in the city and county of Philadelphia.
2. To transport, as a Class D carrier, household goods and office furniture, new and in use, and general merchandise, excluding freight, from points in the city and county of Philadelphia to points within thirty (30) miles by the usually traveled highways of the limits of said city, and vice versa.

3. To transport, as a Class D carrier, property between points in the city and county of Philadelphia.
4. To transport, as a Class D carrier, property from points in the city and county of Philadelphia to points within thirty (30) miles by the usually traveled highways of the limits of the said city, and vice versa;

subject to the following 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 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.
3. That the applicant charge to Account 1550, Other Intangible Property, \$33,000, 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.
4. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
5. 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.

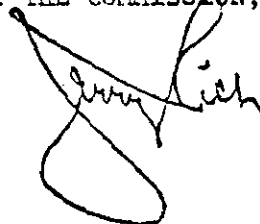
6. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(3) of Title 66, PA C.S.A.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it 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, White's Delivery Service, Inc., a corporation of the State of New Jersey, at A-00086790, F. 2 be cancelled and the record be marked closed.

BY THE COMMISSION,



Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: March 16, 1984

ORDER ENTERED: MAR 23 1984

EXHIBIT B

PORTION OF RIGHTS TO BE TRANSFERRED TO TRANSFEREE  
FROM PARAGRAPHS 1 AND 2 OF A-00103577, FOLDER 3

1. To transport, as a Class B carrier, household goods and office furniture in use, between points in the city and county of Philadelphia.
2. To transport, as a Class B carrier, household goods and office furniture in use, from points in the city and county of Philadelphia to points within thirty (30) miles by the usually traveled highways of the limits of said city, and vice versa.

EXHIBIT C

PORTION OF TRANSFEROR'S RIGHTS TO BE RETAINED  
BY TRANSFEROR AS RESTRICTED TO AVOID DUPLICATION  
OF THAT PORTION BEING TRANSFERED TO TRANSFEREE  
WITH EXPLANATORY NOTATIONS

Docket A-00103577, Folder 2

1. To transport, as a Class B carrier, property, excluding household goods and office furniture in use, between points in the city and county of Philadelphia.
2. To transport, as a Class D carrier, whole blood, blood plasma and related articles, from the facilities of the American Red Cross in the city and county of Philadelphia, to points in the counties of Bucks, Montgomery, Delaware and Chester, and vice versa.

Explanation Note: Since paragraph 1 above is already restricted against household goods in use there is no duplication of that commodity. However, since the term property includes office furniture new and in use and office furniture in use is what is being transferred, the exclusion of "office furniture" has been added to the exclusion of household goods in use existing in the authority as presently written. Thus any duplication has been eliminated. Paragraph 2 commodities are completely unrelated to household goods in use and therefore there is no duplication. The above two paragraphs of authority are retained as they are modified.

Docket A-00103577, Folder 3

1. To transport, as a Class B carrier, new household goods and office furniture, and general merchandise, excluding freight, between points in the city and county of Philadelphia.
2. To transport, as a Class D carrier, new household goods and office furniture, and general merchandise, excluding freight, from points in the city and county of Philadelphia to points within thirty (30) miles by the usually traveled highways of the limits of said city, and vice versa.

Explanation Note: In both of these paragraphs, the words "in use" have been omitted because that is what is being transferred. The word "new" has been placed in front of "household goods and office furniture" to make certain that the omission of "in use" is intentional. This modification eliminates any commodity duplication.

3. To transport, as a Class D carrier, property, excluding household goods and office furniture in use, between points in the city and county of Philadelphia.

4. To transport, as a Class D carrier, property, excluding household goods and office furniture in use, from points in the city and county of Philadelphia to points within thirty (30) miles by the usually traveled highways of the limits of the said city, and vice versa.

Explanation Note: Since the term "property" includes, inter alia, "household goods and office furniture in use", it is necessary to exclude such commodity description from property in the above two paragraphs of authority. Having done so, there remains no duplication.

Explanatory Note as to Fractionalization: Not only does the Commission prohibit creation of duplication of authority by means of selling a portion of an authority and retaining a portion of the same authority which enables transferor and transferee to perform transportation of the same commodities in the same territory, but the Commission also carefully examines the fractionalization of the authority of a carrier.

In this case, all possible duplication has been eliminated.

As to fractionalization, we likewise have no problem here. Since Transferee's counsel began practice before the Pennsylvania Public Utility Commission over 30 years ago, the Commission has consistently recognized the distinction and separateness of the transportation of household goods and office furniture in use, the industry being known as household movers. The Commission has continuously over the past 30 years permitted the "splitting off" from a "property" authority, the transportation of "household goods and office furniture in use" segment of authority. That is all that is sought in this application. Both Transferor and Transferee request approval.



N O T E

FOR VALUED RECEIVED and intending to be legally bound JAMES BRODERICK (MAKER) promises to pay to the order of INTERCEPT DELIVERY SERVICE, INC. (PAYEE) Four Thousand Dollars (\$4,000).

MAKER shall pay said sum in one payment at settlement between the parties for the purchase of certain parts of PAYEE's PA PUC operating authority and Certificate Docket A.103577 in accordance with the terms of a Purchase Agreement dated September 30, 1987.

In the event of failure to make payment of said principal when due, payment thereof with interest thereon, together with all fees, costs and expenses of collection, including but not limited to an attorney's commission of twenty percent (20%) thereof for collection, this note may be enforced after notice as hereinafter provided.

Upon the occurrence of any event of default after notice as hereinafter provided, MAKER hereby authorizes and empowers any Prothonotary or Clerk or any attorney of any court of record within the Commonwealth of Pennsylvania or elsewhere to appear for MAKER and to confess and enter a judgment or judgments against MAKER in favor of the PAYEE, its successors and assigns, for which this shall be a sufficient warrant, for any and all sums due or to become due hereunder, at any one or more times, with declaration filed, with interest and costs, release of all errors, without stay of execution, with twenty percent (20%) thereof added for attorney's collection fees; and hereby waives and releases all relief from any and all appraisement, stay, exemption or homestead laws of any state, now in force or hereafter passed, and any right to except to, strike off,

open or appeal from the judgment or judgments so entered; and further waives inquisition and extension upon any levy on any real estate, hereby voluntarily condemning the same and authorizing the entry upon a writ of execution of such voluntary condemnation, and agree that such real estate may be sold on a writ of execution.

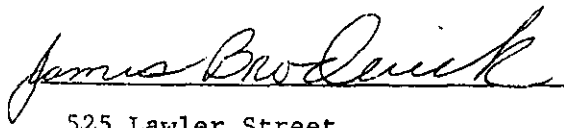
No subsequent holder or assignee of this note shall be considered a holder in due course and all of the defenses available to Buyer as against Seller shall be available as against such holder.

No waiver of any default hereunder shall be construed as a waiver of any subsequent default, and the exercise of any right hereunder shall not waive the right to exercise such right thereafter.

Notwithstanding anything herein elsewhere contained to the contrary, the PAYEE shall not exercise any right or remedy provided for in this note or allowed by law, because of any default of MAKER, unless PAYEE shall have first have given written notice thereof to MAKER by Registered Mail at the address shown below and MAKER, within a period of ten (10) days thereafter shall have failed to pay the sum or sums due in cash or certified check.

IN WITNESS WHEREOF, the undersigned MAKER having authority so to do, has executed and delivered this instrument as of the above day and year.

(MAKER) JAMES BRODERICK

 (Seal)

Address

525 Lawler Street

Philadelphia, PA 19116

## ARBITRATION PROCEDURE ATTACHMENT

All parties hereto agree to submit to arbitration any differences or disputes or controversies arising out of any right or obligation of any party to this contract, between and among themselves. They agree that all matters shall be arbitrated by a panel of arbitrators of three, each party disputant to name one arbitrator and the two arbitrators shall name a third arbitrator. Either party who demands arbitration with his demand of arbitration, shall supply the name of the arbitrator nominated by him. Within ten days from receipt of demand for arbitration, the other party shall notify the adverse party of the name of the arbitrator nominated by him. Within ten days after the nomination of the second arbitrator, the two nominated arbitrators shall name a third arbitrator.

Should any party fail to follow the above outlined procedure, and NOT designate an arbitrator within the time limit prescribed, then the other party, with notice to all other parties, may apply to the Common Pleas Court of Philadelphia County to designate any missing arbitrator(s).

An arbitrator shall not be considered nominated unless he shall within ten days have agreed in writing to serve.

The arbitrators' award shall be in writing, signed by the arbitrators and be issued within thirty days of the close of hearings which shall be held promptly. A majority of the arbitrators may render a valid award and only those joining in the award need sign it. The arbitrators may grant such relief as they deem appropriate to the facts of the controversy.

Reasonable fees of the arbitrators shall be paid by the parties and each party shall pay half of all expenses of the arbitration, including arbitrators' fees, at such times as the arbitrators shall direct and may be included as part of the award as well as any costs or fees of witnesses and attorneys.

An award shall be final and binding upon all parties, provided notice was given of all hearings and an opportunity afforded to offer evidence. A judgment upon the award may be entered in any court of record in the manner provided by the law of the jurisdiction and the right of appeal therefrom is waived except as to any fraudulent act or intentional wrongdoing on the part of a party or arbitrator(s).

All hearings shall, unless unanimously agreed otherwise, be held in the City of Philadelphia and shall be governed by and subject to the laws of the Commonwealth of Pennsylvania.

Application of James Broderick

EQUIPMENT LIST

| <u>Year</u> | <u>Mfg.</u> | <u>Type</u> | <u>Description</u> |
|-------------|-------------|-------------|--------------------|
| 1978        | Ford        | St. Truck   | Van 18'            |
| 1979        | Chevrolet   | St. Truck   | Van 12'            |
| 1986        | Mercedes    | St. Truck   | Van 26'            |

14.

STATEMENT OF UNPAID BUSINESS  
DEBTS OF TRANSFEROR AND HOW  
THEY WILL BE SATISFIED

Since Transferor will be retaining most of its PA PUC authority, there will be no unpaid business debts of Transferor as a result of this transaction.

December 18, 1987

IN REPLY PLEASE  
REFER TO OUR FILE

Raymond A. Thistle, Jr.  
Attorney at Law  
206B Benson East  
100 Old York Road  
Jenkintown, PA 19046

A-00107838 - Application of James Broderick.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of James Broderick for the rights of Intercept Delivery Service, Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before January 11, 1988. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Intercept Delivery Service, Inc. will continue to render the service covered by its 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 December 19, 1987.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:rs

cc: Applicant  
525 Lawler Street  
Philadelphia, PA 19116

**DOCUMENT  
FOLDER**

**DOCKETED**  
APPLICATION DOCKET  
DEC 21 1987  
ENTRY No. *MD*

A-00107838 JAMES BRODERICK (525 Lawler Street, Philadelphia, Philadelphia County, Pennsylvania 19116) - (1) as a Class B carrier, household goods and office furniture in use, between points in the city and county of Philadelphia; and (2) as a Class B carrier, household goods and office furniture in use, from points in the city and county of Philadelphia, to points within thirty (30) miles by the usually traveled highways of the limits of said city, and vice versa; which is to be a transfer of part of the rights authorized under the certificate issued at A-00103577, Folder 3 to Intercept Delivery Service, Inc., a corporation of the State of California, subject to the same limitations and conditions.  
Attorney: Raymond A. Thistle, Jr., 206B Benson East, 100 Old York Road, Jenkintown, Pennsylvania 19046.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_

SERVICE \_\_\_\_\_

DEC 19 1987

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
NOVEMBER 1987

A-00107838

Application of James Broderick, for the right to begin to transport, as a common carrier, by motor vehicle, (1) as a Class B carrier, household goods and office furniture in use, between points in the city and county of Philadelphia; and (2) as a Class B carrier, household goods and office furniture in use, from points in the city and county of Philadelphia, to points within thirty (30) miles by the usually traveled highways of the limits of said city, and vice versa; which is to be a transfer of part of the rights authorized under the certificate issued at A-00103577, Folder 3 to Intercept Delivery Service, Inc., a corporation of the State of California, subject to the same limitations and conditions.

FW:nm  
11/19/87

Application received: 11/12/87  
Application docketed: 11/18/87

NH

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
DEC 21 1987  
ENTRY No. *dlc*

JAN 11 1988

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.





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

December 22, 1987

IN REPLY PLEASE  
REFER TO OUR FILE

A-00107838

The Honorable Chris R. Wogan, Member  
Pennsylvania House of Representatives  
House Post Office Box 182  
Main Capitol Building  
Harrisburg, Pa. 17120-3974

Dear Representative Wogan:

This will acknowledge your letter of December 10, 1987 to Secretary Rich requesting expedited handling of the application of James Broderick involving the transfer of a portion of the operating authority held by Intercept Delivery Service, Inc.

Please be advised that this application was received on November 12, 1987 and was published in the Pennsylvania Bulletin of December 19, 1987 for protests. If no protests are filed, it will be assigned to our Technical Review Section for preparation of a recommendation to the Commission on whether to grant the transfer application. Routine handling of a transfer application takes approximately four months. This allows sufficient time for due notice to the public and for internal preparation of reports.

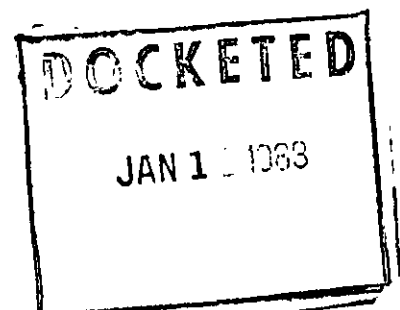
If there was a immediate need for expedited handling of this case, the applicant could have filed for emergency temporary authority. Although the applicant's attorney is well versed in the emergency temporary authority application procedure, no such application was filed.

If I can be of any further assistance in this matter, please let me know.

Very truly yours,

Bruce A. Bigelow, Chief  
Entry Control Division  
Bureau of Transportation

cc: Raymond A. Thistle, Jr., Esquire  
Louis J. Carter, Esquire



# 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.

Raymond A. Thistle, Jr.  
206B Benson East  
100 Old York Road  
Jenkintown, PA 19046

Date December 22, 1987

**DOCKETED**  
DEC 23 1987

CR 127242 A

In re application of James Broderick  
A-00107838.....\$125.00

DOCUMENT  
FOLDER

Revenue account 001780-017601-102 (ck)

ck 4376 Checks \$125.00 Currency \_\_\_\_\_

Utility account 50:26

C. Joseph Meisinger  
For Department of Revenue