



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

IN REPLY PLEASE
REFER TO OUR FILE

September 30, 2014

Docket No. A-2014-2434242

JAMIE L FRAMPTON
PO BOX 114
STOYSTOWN PA 15563

RE: A-2014-2434242 – Application of Jamie L Frampton, for the transfer of the rights presently held by Dennis Perigo; t/a Shaffer's Transfer, at Docket A-00114163.

To Whom It May Concern:

On July 22, 2014, the applicant of Jamie L Frampton was accepted by the Commission; however, issues must be addressed before publication to the Pennsylvania Bulletin may proceed. Please review page three of this correspondence for additional information and respond appropriately.

Please forward the information to the Secretary of the Commission at the following address **within ten (10) working days** from the date of this letter.

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Your answers should be verified per 52 Pa Code § 1.36. Accordingly, you must provide the following statement with your responses:

I, Jamie Frampton, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

The blank should be filled in with the name of the appropriate company representative, and the signature of that representative should follow the statement.

RECEIVED

OCT 18 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RECEIVED

Docket No. A-2014-2434242

OCT 18 2014

Jamie L Frampton

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Data Request

1. You have submitted an application which is solely in your name as an individual; however, the attached Agreement of Sale indicates that this purchase was made in conjunction with a second person. Can you please explain why Lindsay Frampton is not a party to this application for authority, and please explain whether this endeavor is actually a partnership. If you intend to file as a partnership you must include a revised application; which is signed by both parties, and a copy of your partnership agreement.
 - Please see the attached amended sales agreement that includes only Jamie Frampton. The sales agreement had Lindsay L Frampton's name included on it only because she is on the loans that were taken out by the bank. We were unsure as to whether both names had to be on the sales agreement. You will find the new sales agreement with this document.

2. The fictitious name "Shaffer's Transfer" is presently issued to Dennis Perrigo and may not be used by the applicant until such time that it has been transferred to the certificate purchaser.
 - An application to amend the current owner of the fictitious name "Shaffer's Transfer" has been submitted to the Pennsylvania Department of state. A copy of the form sent is accompanying this information. You will see that Dennis Perigo has signed off to withdraw his name as the owner of the fictitious name "Shaffer's Transfer" and that "Shafer's Transfer" will now be associated with Jamie Frampton.

3. Question #10 of the application requested you to clarify the rights being transferred by the applicant; you indicated "ALL". Are you aware that all of the rights that are held at Docket A-00114163 are not transferable? This is why we request a considered response to this question-it avoids confusion and ambiguity later in the process.

Property rights held under older Household Goods rights are non-transferable. If you wish to also provide transportation of non-Household Goods property, you will be required to submit an additional \$1009 application to do so. Further, if Mr. Perigo intends to cease all operations he will be required to submit a discontinuance application to do so.

- We are aware that not all of the rights are transferrable. We understand that only household goods can be transported between points of Berlin, Somerset county and 18 miles utilizing major roads and highways.

**AGREEMENT FOR SALE OF BUSINESS
SOLE PROPRIETORSHIP**

AGREEMENT MADE For the Sale of Shaffer Transfer between

SELLER: Dennis Perigo

Address : 5509 Lincoln Highway PO Box 114

Stoystown, PA 15563

BUYER: Jamie Frampton

Address : 862 Cumberland Hwy

: Berlin, PA 15530

The parties recite and declare:

1. Seller now owns and conducts a business known as Shaffer's Transfer at P O Box 114__, City of **Stoystown**, County of Somerset, State of Pennsylvania.
2. Seller desires to sell and Buyer desires to buy such business for the price and on the terms and conditions hereinafter set forth.

FOR THE REASONS set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Seller and Buyer covenant and agree:

1. **Sale of Business.** Seller agrees to sell and Buyer agrees to purchase, free from all liabilities and encumbrances, the above-described business, including the lease to such premises, the goodwill of the business as a going concern, all of Seller's rights under its contracts, licenses, and agreements, and all assets and property owned and used by Seller in such business as specified in Exhibit A, other than property specifically excluded. This sale does not include the cash on hand or in banks at the date of closing or such other property as is listed in Exhibit B.
2. **Consideration.** In consideration for the transfer of the above described business from Seller to Buyer, Buyer shall pay to Seller the sum of \$52,000 dollars, which Seller shall

accept from Buyer in full payment therefore, subject to the terms and conditions herein contained.

3. **Allocation of Purchase Price.** The purchase price shall be allocated to the various assets of the business as follows:

(a) The premises at N/A-It is a moving business

(b) Equipment, furniture, and fixtures 1997 Chevrolet Box Truck and a 2005 Freightliner Box Truck, 100 Moving Pads, appliance dolly, Magliner dolly, 2 piano skids, miscellaneous hand tools, 1000 moving boxes and packing materials

(c) Goodwill 85 Year P.U.C. (Public Utility Commission) license

(d) Stock in trade on premises or to be delivered _____N/A_____ prior to closing day.

(e) Notes and accounts receivable _____N/A_____

(f) Outstanding contracts Concierge services with Northwood Realty, Indian Lake Realty, Meadow View Nursing Center,

Total _____.

4. **Terms of payment.** The purchase price shall be paid by Buyer to Seller as follows: \$52,000 paid to the seller in one lump sum.

5. **Adjustments at Closing.** Adjustments shall be made at the time of closing for all operating expenses including, but not limited to, rent, insurance premiums, utility charges, payroll, and payroll taxes.

6. **Time of Closing.** The closing shall take place at the office of Seller's attorney, on Agreement Upon Buyer and Seller . Upon payment of the portion of the purchase price then due to Seller, Seller shall deliver to Buyer such instruments of transfer as are necessary to transfer to Buyer the business and property referred to herein. Such instruments of transfer shall effectively transfer to Buyer full title to the business and property free of all liens and encumbrances.

7. **Covenant Not to Compete.** Seller shall not engage in a business similar to that involved in this transaction in any capacity, directly or indirectly, within 250 Miles for a period of 5 (five) years from the date of closing or so long as Buyer or his successors carry on a like business, whichever first occurs. For purposes of this Agreement, “business similar to that involved in this transaction” includes within its scope Moving Business, transfer business

8. **Representations of Seller.** Seller represents and warrants that:

(a) He is duly qualified under the laws of the State of Pennsylvania to carry on the business as now owned and operated.

(b) He is the owner of and has good and marketable title to the property involved in this sale, free of all restrictions on transfer or assignment and all encumbrances except for those disclosed in Exhibit C.

(c) No proceedings, judgments, or liens are now pending or threatened against him or against the business.

(d) Seller has complied with, and is not in violation of, all applicable federal, state, and local statutes, laws, and regulations affecting Seller’s properties or the operation of Seller’s business.

(e) He will, up to the date of closing, operate his business in the usual and ordinary manner and will not enter into any contract except as may be required in the regular course of business.

9. **Risk of Loss by Fire.** Seller assumes all risk of destruction, loss, or damage by fire prior to the closing of this transaction. If any such destruction, loss, or damage amounts to more than \$52,000 Buyer may at his option terminate this Agreement. In such an event, the escrow agent shall forthwith pay to Buyer the purchase money held by him, and the escrow agent shall be discharged from all liability therefore.

10. **Assumption of Liabilities.** Buyer agrees to assume those contracts listed in the attached schedule of property, Exhibit A, and those liabilities that arise in the ordinary course of Seller’s business after the signing of this Agreement but before closing. Buyer shall not be liable for any of the obligations or liabilities of Seller of any kind and nature other than those specifically mentioned herein. Buyer will indemnify Seller against any and

all liability under the contracts and obligations assumed hereunder, provided that Seller is not in default under any of such contracts or obligations at the date of closing.

11. **Modification.** This contract is non-binding. Seller has the right to sell to anyone at any time.

12. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

Exhibit A: Agreement per Pennsylvania Utility Commission

Exhibit A:

AGREEMENT

This AGREEMENT made this 3rd day of July, 2014 by and between Dennis Perigo t/d/b/a Shaffer's Transfer with office located at 513 Old Lincoln Highway Stoystown, PA (hereinafter called "SELLER) and Jamie Frampton, 862 Cumberland Hwy Berlin, PA (hereinafter called "BUYER").

WITNESSETH

WHEREAS. SELLER is the owner to certain rights to transport goods in use under Public Utility Commission Docket No. A-0014163, and

WHEREAS, SELLER is anxious to sell and BUYER is anxious to buy the household goods in use rights by owned SELLER,

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

1. SELLER agrees to sell and BUYER agrees to buy the SELLER'S household goods in use rights, trucks, packing containers, inventory and goodwill in the sum of \$52,000, \$10,000 designated for the goodwill. A \$0 deposit toward the purchase price shall be paid by the BUYER, however BUYER will provide SELLER a commitment letter from SOMERSET TRUST COMPANY and the SOMERSET COUNTY ECONOMIC DEVELOPMENT COUNCIL showing commitment of the funds in the amount of \$52,000 at the time of execution of this AGREEMENT, to be held by BUYER until termination of this AGREEMENT in conformity with all applicable laws and regulations. Settlement shall be held by the parties within 10 days of the Commission approval of the transfer at the office of the BUYER.
2. The household goods in use rights to be transferred to BUYER are as follows:
 - a. To transport, as a Class D Carrier, households goods in use, between points in the borough of Berlin, Somerset County, and within eighteen (18) miles by the usually traveled highways of the limits thereof, and from points in the said area to points in Pennsylvania, and vice versa.

3. SELLER warrants that the rights have not been abandoned and are eligible for transfer to BUYER.
4. BUYER agrees to file an application with the Pennsylvania Public Utility Commission to transfer the rights within fifteen (15) days of receipt of a signed agreement and to take all actions necessary to obtain said transfer approval. The parties agree to cooperate in the transfer process before the Commission. All costs thereof, including legal fees, shall be paid by the BUYER.
5. In the even the Public Utility Commission deregulates before approval of the transfer or fails to approve the transfer or requires changes unacceptable to BUYER, or if protests are filed to the transfer application, BUYER at its option shall have the right to cancel this AGREEMENT upon written notice to SELLER and in such event the deposit monies shall be returned to BUYER and the parties shall be under no obligation.
6. Should BUYER fail to make timely application and process the transfer as required hereunder or fulfill any of its obligations under this AGREEMENT, SELLER has the option of retaining the deposit monies paid by BUYER as liquated damages in which case the parties are released from further obligation and this AGREEMENT is VOID.
7. It is understood and agreed by the parties hereto that this Agreement covers purchase of transportation rights and assets including power equipment, miscellaneous equipment, carton inventory and goodwill.
8. This AGREEMENT constitutes the entire AGREEMENT of the parties and no modification to this AGREEMENT shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at



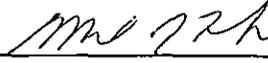
Seller-Dennis Perigo t/d/b/a Shaffer's Transfer



Buyer-Jamie _____ y Frampton

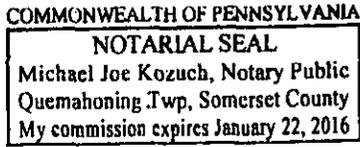
Subscribed and sworn before me on this 17 day of OCT, 2014.

Notary

Public 

_____ (seal)

Attachments:



Docket No. A-2014-2434242

Jamie L Frampton

Data Request

- Please note that the current address that the PUC has on file is PO Box 114 Stoystown, PA 15563. This is not the correct address, the business has moved to: Jamie L Frampton 862 Cumberland Highway Berlin, PA 15530. Please update the record so that the correspondence sent out can be received at the correct address.

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Fictitious Name
Amendment, Withdrawal, Cancellation

- (54 Pa.C.S.) Amendment (§ 312)
- Withdrawal (§ 313)
- Cancellation (§ 313)

copy

Name: Jamie Frampton

Address: 862 Cumberland Hwy

City: Berlin State: PA Zip Code: 15530

Document will be returned to the name and address you enter to the left.

Fee: \$70

In compliance with the requirements of 54 Pa.C.S. Ch.3 (relating to fictitious names), the undersigned entity or entities, desiring to amend, withdraw or cancel from a fictitious name registration, hereby state(s) that:

1. The fictitious name is: Shaffer's Transfer

2. The address of the principal place of business, including number and street, if any, is (the Department is authorized to conform to the records of the Department):

862 Cumberland Hwy Berlin PA 15530 Somerset

Number and street City State Zip County

3. The last preceding filing with respect to this fictitious name was made in the Department on _____ (Date) at _____ (Roll and Film).

4. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:

Shaffer's Transfer is a moving business. We pack + move both residential + commercial client's.

5. Check one or more of the following, as appropriate:

The fictitious name has been changed to:

The principal place of business set forth in paragraph 2 has been changed to (PO Box alone not acceptable):

862 Cumberland Hwy	Berlin	PA	15530	Somerset
Number and street	City	State	Zip	County

The following party(ies) has (have) been added to the registration and their signature(s) appear(s) at the end of this application.

Jamie Frampton	862 Cumberland Hwy	Berlin, PA	15530	
Name	Number and street	City	State	Zip

The following party(ies) has (have) withdrawn from the business and their signature(s) appear(s) at the end of this application.

Dennis Perigo				
Name	Number and street	City	State	Zip

The fictitious name registration is cancelled.

6. Check box for Application for Amendment Only:

This amendment, without reference to any other filing sets forth all information with respect to the fictitious name which would be required in an original filing under the Fictitious Names Act.

7. Optional-See Instruction F: This application has been executed by an agent heretofore designated for that purpose in a prior filing in this registration.

IN TESTIMONY WHEREOF, the undersigned has (have) caused this Application for Amendment, Withdrawal or Cancellation of/from Fictitious Name to be executed this

17 day of OCT, 2014. *MJK*

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Michael Joe Kozuch, Notary Public
Queamahoning Twp, Somerset County
My commission expires January 22, 2016

Adding party(ies) signature(s)

Withdrawing party(ies) signature(s)

All current party(ies) signature(s)

[Handwritten signatures for Adding party(ies) and Withdrawing party(ies)]

IN TESTIMONY WHEREOF, the undersigned, as a Notary Public in and for the Commonwealth of Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.

Shaffer's Transfer
Name of Entity

SHAFER'S TRANSFER
Name of Entity

Name of Entity

[Handwritten signature]
Signature

[Handwritten signature]
Signature

Signature

owner (new)
Title

OWNER (old)
Title

Title

PRESS FIRMLY TO SEAL



1021

17105

15530
OCT 18, 14
AMOUNT

\$5.75

00010107-10

FROM: Shaffer's Transfer
802 Cumberland Hwy
Berlin, PA 15530

OCT 2 2014



USPS TRACKING #



9114 9012 3080 3919 5709 16

Label 400 Jan. 2013
7690-18-000-7948

TO: Rosemary Chiavetta
PA Public Utility Commission
PO Box 3265
Hamisburg, PA
17105-3265