

**OALJ Hearing Report**

Please Check Those Blocks Which Apply

Docket No.:	A-00113647C0501		YES	NO
Case Name:	PA PUC BTS v George W Weaver & Sons, Inc.	Prehearing Held:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Hearing Held:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Testimony Taken:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Transcript Due: 2/22/2006	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Hearing Concluded:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Location:	HBG	Further Hearing Needed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date:	February 1, 2006	Estimated Add'l Days:	1	
ALJ:	David Salapa	RECORD CLOSED:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reporting Firm:	Sargents Court Reporting	DATE:		
		Briefs to be Filed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		DATE:		
		Bench Decision:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p style="text-align: center;"><b>RECEIVED</b></p> <p style="text-align: center;">FEB - 7 2006</p> <p style="text-align: center;">PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU</p>		REMARKS:	Further hearing to be scheduled May 3. Parties working on settlement. Done.	

DOCUMENT FOLDER

PLEASE PRINT CLEARLY - Incomplete information may result in delay of processing.

Name and Telephone Number	Address			Who are you representing?
Tony Hindermyer WK (717) 774-7838 HM (717) 564-5559	4721 Broadway St. City: Hbg, State: PA, Zip: 17111			Witness. G.W. Weaver + Son 717-774-0774
Telephone:	E-mail Address:			Fax Number:
FREderick M. LIDDELL Wk 717-774-7835	646 Copper Creek City: LEWISBERRY, State: PA, Zip: 17339			Witness G.W. Weaver & Son Inc 717-774-0774
Telephone:	E-mail Address:			Fax Number:
JASON T. FINGER 717-774-7835 WK 717-939-6448 HM	161 S. FRONT ST. Apt 1. City: STEELTON, State: PA, Zip: 17113			G.W. WEAVER & SON INC. 717-774-0774 Witness
Telephone:	E-mail Address:			Fax Number:

Check this box if additional parties or attendees appear on back of form.

2/6/06 elf.

Amanda Lewis  
Reporter's Signature

Note: Completion of this form does not constitute an entry of appearance, see 52 Pa. Code §§1.24 and 1.25.

Name and Telephone Number	Address			Who are you representing?
Sheri Hale 774-2623	107 Old York Rd #34			Witness Harrisburg Storage George W. Weaver
Telephone:	City New Cumberland	State PA	Zip 17070	
	E-mail Address: GEOWEAV@aol.com			Fax Number: 774-0774
	City	State	Zip	
Telephone:	E-mail Address:			Fax Number:
MONROE DOVE	KEYSTONE BLDG			PUC Witness
Telephone:	City	State	Zip	
	E-mail Address:			Fax Number:
KURT LAUFFMAN	Keystone Bldg			PUC Witness
Telephone: 717-787-7548	City	State	Zip	
	E-mail Address:			Fax Number:
Steve Ebersole	1700 Mountain view rd			PUC Witness
Telephone: 772-4754	City Hls	State PA	Zip 17110	
	E-mail Address:			Fax Number:
	City	State	Zip	
Telephone:	E-mail Address:			Fax Number:
✓ Patricia T. Wiedt POR.	Law Bureau Keystone Bldg. Third Fl.			P.C. Bureau of Transportation + Safety
Telephone: 787-5755	City Harrisburg	State PA	Zip 17112	
	E-mail Address: pwiedt@state.pa.us			Fax Number:
Francis E Marshall Jr ESG POR.	FMarshall@DMCLAW.com 1200 Camp Hill Bldg PASJ			George W. Weaver + Sons, Inc
Telephone: 717-731-4800	City Camp Hill	State PA	Zip 17047	
	E-mail Address: <del>Francis Marshall</del>			Fax Number: 717 731-4803

Note: Completion of this form does not constitute an entry of appearance, see 52 Pa. Code §§1.24 and 1.25.



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
Office of Administrative Law Judge  
P.O. BOX 3265, HARRISBURG, PA 17105-3265  
February 8, 2006

IN REPLY PLEASE  
REFER TO OUR FILE

In Re: A-00113647C0501

(See letter dated 12/8/05)

Pennsylvania Public Utility Commission  
Bureau of Transportation and Safety

v.

George W. Weaver & Sons, Inc.

Various Violations

**DOCUMENT  
FOLDER**

**HEARING NOTICE**

This is to inform you that a hearing on the above-captioned case will be held as follows:

Type: Further Hearing

Date: Wednesday, May 3, 2006

Time: 10:00 AM

Location: Hearing Room 5  
Plaza Level .  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Presiding: Administrative Law Judge David A. Salapa  
PO Box 3265  
Harrisburg, PA 17105-3265  
Phone: (717) 783-5452  
Fax: (717) 787-0481

**DOCKETED**  
FEB 24 2006

*Attention: You may lose the case if you do not come to this hearing and present facts on the issues raised.*

If you intend to file exhibits, 2 copies of all hearing exhibits to be presented into evidence must be submitted to the reporter. An additional copy must be furnished to the Presiding Officer. A copy must also be provided to each party of record.

Individuals representing themselves do not need to be represented by an attorney. All others (corporation, partnership, association, trust or governmental agency or subdivision) must be represented by an attorney. An attorney representing you should file a Notice of Appearance before the scheduled hearing date.

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call the scheduling office at the Public Utility Commission at least (2) two business days prior to your hearing:

- Scheduling Office: (717) 787-1399
- AT&T Relay Service number for persons who are deaf or hearing-impaired: 1-800-654-5988

pc: Judge Salapa  
Elizabeth L. Plantz, Scheduling Officer  
T&S - Motor Carrier  
Beth Plantz  
(Docket Section  
Calendar File

LAW OFFICES OF  
**DICKIE, McCAMEY & CHILCOTE**  
A PROFESSIONAL CORPORATION

PLEASE DOCKET

1200 CAMP HILL BYPASS, SUITE 205  
CAMP HILL, PA  
17011-3700

TEL. 717-731-4800  
FAX. 717-731-4803  
WWW.DMCLAW.COM

Francis E. Marshall, Jr.  
Attorney-at-Law  
Admitted in PA

April 4, 2006

RECEIVED  
2006 APR - 4 AM 9:09  
PA PUC  
LAW BUREAU  
fmarshall@dmclaw.com

Patricia T. Wiedt  
Assistant Counsel  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**RE: George W. Weaver & Some, Inc. v. Pennsylvania Public Utility Commission**  
**No. A-00113647C0501**  
**Our File No.: B-175**

Dear Ms. Wiedt:

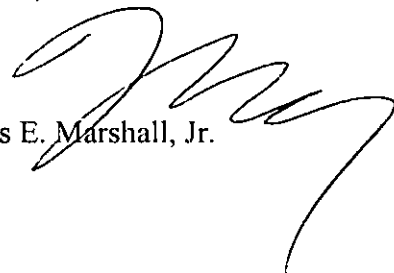
I enclosed herewith an original and three (3) copies of the Settlement Agreement that you forwarded to me via e-mail for your signature in the above-referenced matter. Please sign the enclosed Agreements, provide me a signed copy along with verification of the filing of the same.

Thank you in advance for your cooperation in this matter. If you have any questions, please do not hesitate to call.

Very truly yours,

**DICKIE, McCAMEY & CHILCOTE, P.C.**

Francis E. Marshall, Jr.



FEM, Jr./nlb  
Enclosures  
Cc: Rick Liddell, President (w/enclosure)

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2006 APR - 6 PM 1:34  
PA PUC

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PENNSYLVANIA PUBLIC UTILITY  
COMMISSION, BUREAU OF  
TRANSPORTATION AND SAFETY

:  
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Docket No.  
A-00113647C0501

v.

GEORGE W. WEAVER & SON, INC.:

2005 APR -6 AM 9:09

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PA P.U.C.  
LAW BUREAU

SETTLEMENT AGREEMENT

**THIS AGREEMENT** is by the Pennsylvania Public Utility Commission's ("Commission") Law Bureau Prosecution Staff ("the Prosecution"), through Assistant Counsel Patricia T. Wiedt, and Rick Liddell, President, George W. Weaver & Son, Inc., Respondent ("Respondent" or "the Company"), in the above-captioned proceeding. In pursuance of this Agreement, the Prosecution and Respondent stipulate as follows:

I. Introduction and Summary of Proceedings

1. Respondent maintains its principle place of business at 165 Lamont Street, New Cumberland, Pennsylvania 17070.
2. Respondent was issued a certificate of public convenience by the Commission on May 8, 1997, at Application Docket No. A-00113647.
3. Pursuant to its enforcement responsibilities, the Bureau of Transportation and Safety (Bureau) initiated the above-captioned complaint against Respondent.

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PA PUC

OFFICE OF THE  
ATTORNEY GENERAL

4. On November 24, 2004, Respondent transported household goods for Tessa and Steve Ebersole from 211 Constitutional Court, Mechanicsburg, Pennsylvania to 1700 Mountain View Road, Harrisburg, Pennsylvania for \$1,032.81.

5. Steve and Tessa Ebersole (“the Ebersoles”) filed a Motor Carrier Complaint Form with the Commission alleging that Respondent only moved a part of their household goods and did not complete their move. In their complaint, the Ebersoles indicated that Respondent only used one of the two trucks dispatched to their residence and that only three of four men sent to their residence moved their furniture. The Ebersoles further alleged that the movers were rude and complained, and one mover walked off the job and remained seated in the truck during most of the move. The Ebersoles indicated that they did not know that Respondent was not going to complete their move until Friday, November 26, 2004, when they called the Respondent’s office and discovered that no one was available or working on that day. The Ebersoles complained that they were forced to hire another moving company to complete their move, that they were unable to get another company until November 29, 2004, and that they had to pay extra rent and fees for not vacating their townhouse on time.

6. Upon review of these allegations, the Bureau alleged in the Complaint that Respondent violated 66 Pa. C.S. §1303, by charging a higher rate than that specified in the tariff on file with the Commission and alleged that Respondent violated 66 Pa. C.S. §1501 by failing to maintain, safe, adequate, efficient and reasonable service and facilities for the proper safety of its patrons and public.

7. As a result of Respondent's violation, the Bureau requested that the Commission fine Respondent seven hundred and fifty dollars (\$750.00).

8. Respondent filed an Answer to the Complaint on June 15, 2005. In its Answer, Respondent stated that it was contesting the Complaint because it had dispatched two trucks and four men to the Ebersoles household according to the estimate and because the Ebersoles conduct was the cause of it pulling out of the move and not completing the move. Respondent indicated that the rate charged was appropriate for the number of trucks and men on the job. Respondent asserted that all four men were on the job and that nobody left the job. Respondent asserted that Mrs. Ebersole's conduct in harassing and interfering with the move coupled with her verbal abuse of the workers reached a level where it was impossible to the professional moving crew to continue to perform its services. Respondent indicated that the reason that it did not go back to complete the move was the decision of the Ebersole's, and that the Ebersole's were given the option of completing the move that same evening. Respondent asserted that it provided as reasonable service as possible due to the course of events, that its workers have been with its company for many years and are professionals, and that it made every attempt possible to provide satisfactory service to the Ebersoles.

9. During all prior settlement negotiations Respondent was firm in its position of requesting a formal hearing, however, on the day of the hearing Respondent was cooperative and participated in extensive settlement discussions in an effort to resolve the matter short of a hearing.

## **II. Settlement Terms**



10. In recognition of the cost of further litigation, the merits of the parties' respective positions, the fact that Respondent has been providing a valuable service for approximately nine years under PUC No. A-00113647 with no complaints, and in recognition of Respondent's efforts to comply with the Commission's regulations, the parties have entered into negotiations and have agreed to settle the complaint with the terms and conditions set forth herein.

11. Respondent admits that by engaging in the actions alleged in the Bureau's Complaint, it violated 66 Pa. C.S. §1303 and §1501 by charging a higher rate than that specified on file with this Commission and by failing to maintain safe, adequate, efficient and reasonable service and facilities for the proper safety of its patrons and public over this Thanksgiving holiday period.

12. The parties agree that Respondent shall pay a civil penalty in the amount of \$250.00, that the allegations in the complaint shall be sustained and agree that Respondent shall waive receipt of any payment from the Ebersoles for the move of household goods of November 24, 2004.

### **III. Rosi Test**

13. In *Rosi v. Bell Atlantic Pennsylvania, Inc.*, 2000 Pa. PUC Lexis 5, C-00992409 (Order entered February 10, 2000), and specifically *Pennsylvania Public Utility Commission v. NCIC Operator Services*, M-00001440 (December 20, 2000), the Commission adopted a ten point test for determining whether a particular enforcement outcome is in the public interest, and as more recently discussed in the Commission

policy statement, Proposed Policy Statement for Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations, M-00051875 (August 12, 2005). The Prosecution and Respondent submit that the terms of the Agreement are in the public interest.

14. Rosi (1): Intent. There is no evidence to indicate that Respondent intended to violate the Public Utility Code. As stated by Respondent in its Answer, it dispatched two trucks and four men to the Ebersoles household as per the estimate and it did not complete the move due conflict with the customers.

15. Rosi (2): Restitution. Respondent has agreed to waive any payment from the Ebersoles for the move on November 24, 2004.

16. Rosi (3): Preventative measures. Respondent will ensure that its bills of lading are issued at the correct rates pursuant to its tariff on file with the Commission and will maintain safe, adequate, efficient and reasonable service and facilities.

17. Rosi (4): Number of customers affected. Two customers were affected in this case specifically Steve and Tessa Ebersole.

18. Rosi (5): Procedural context. This settlement was reached immediately prior to a hearing.

19. Rosi (6): Compliance history. Respondent has had no filed complaints in its recent history.

20. Rosi (7): Cooperation. Once settlement negotiations began, Respondent was cooperative in exchanging information and ideas.

21. Rosi (8): Deterrence. Consistent civil penalties are a reliable method for bringing transportation utilities into compliance with Commission regulations. In this instance, the Prosecution recommends a monetary penalty in the amount of \$250.00 for Respondents violation of 66 Pa. C.S. §1501 by failing to maintain, safe, adequate, efficient and reasonable service and facilities for the proper safety of its patrons and public. Furthermore, Respondent has agreed to forego any charges to the complainant.

22. Rosi (9): Past decisions. This Agreement is consistent with prior decisions because it is appropriate based upon the circumstances of this case.

23. Rosi (10): Other relevant factors. Due to the fact that Respondent has a history of compliance with the Commission, and the customers affected by the violations are satisfied with the present Agreement.

#### **IV. Miscellaneous Provisions**

24. Disputes concerning the interpretation of this Agreement shall be adjudicated exclusively by the Commission.

25. The statements made in section III of this Agreement relating to the Rosi criteria are made for the sole purpose of demonstrating that this Agreement is in the public interest. The specific statements made therein may not be cited for any other purpose in any other proceeding. This restriction does not apply to the remainder of this Agreement.

26. Without regard to choice of law provisions, Pennsylvania law shall govern this Agreement, and this Agreement will be construed and enforced in accordance therewith. If, and to the limited extent that Pennsylvania law is preempted, the

Agreement shall be governed by, construed, and enforced in accordance with federal law.

27. This Agreement constitutes the entire agreement of the Parties concerning this subject matter. The Agreement is intended to supersede all prior negotiations, understandings, and agreements. There are no other agreements, understandings, representations, or obligations of any kind concerning the subject matter of this Agreement. This Agreement represents a unitary whole, and each and every term herein is an integral part of the entire Agreement.

28. This Agreement is binding on Respondent's successors and assigns. This Agreement shall be effective on the date the Commission approves or is deemed to have approved the Agreement in accordance with the Commission's rules of practice and procedure as set forth in 52 Pa. Code § 1.1, et seq.

Date: April 6, 2006

Patricia T. Wiedt

Patricia T. Wiedt  
Assistant Counsel  
PA Public Utility Commission

Date: April 7, 2006

Rick Liddell

Rick Liddell  
President  
George W. Weaver & Son, Inc.



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

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IN REPLY PLEASE  
REFER TO OUR FILE

April 6, 2006

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Administrative Law Judge David A. Salapa  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

RE: George W. Weaver and Son, Inc. v. Pennsylvania Public  
Utility Commission  
A-00113647C0501

Dear ALJ Salapa:

Enclosed please find an original and three (3) copies of the Settlement Agreement for the above referenced matter as well as the cover letter from Francis E. Marshall, Jr., counsel for George W. Weaver and Son, Inc. I will return a stamped copy of the agreement to his attention.

Very truly yours,

*Patricia T. Wiedt*

Patricia T. Wiedt  
Assistant Counsel  
Law Bureau

Enclosures

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OFFICE OF ALJ SALAPA  
06 APR -6 PM 1:34  
PA PUC



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
Office of Administrative Law Judge  
P.O. BOX 3265, HARRISBURG, PA 17105-3265  
April 13, 2006

IN REPLY PLEASE  
REFER TO OUR FILE

In Re: A-00113647C0501

(See letter dated 2/8/06)

Pennsylvania Public Utility Commission  
Bureau of Transportation and Safety  
v.  
George W. Weaver & Sons, Inc.

CANCELLATION NOTICE

This is to inform you of the following cancellation due to the filing of a Settlement Agreement:

Type: Further Hearing  
Date: Wednesday, May 3, 2006  
Time: 10:00 AM  
Presiding: Administrative Law Judge David A. Salapa

**DOCKETED**  
APR 24 2006

Please mark your records accordingly.

**DOCUMENT  
FOLDER**

pc: Judge Salapa  
Elizabeth L. Plantz, Scheduling Officer  
T&S - Motor Carrier  
Beth Plantz  
Docket Section  
Calendar File

A-00113647C0501 PENNSYLVANIA PUBLIC UTILITY COMMISSION, BUREAU OF  
TRANSPORTATION AND SAFETY V. GEORGE W. WEAVER & SONS, INC.

RICK LIDDELL PRESIDENT  
GEORGE W WEAVER & SONS INC  
165 LAMONT STREET  
NEW CUMBERLAND PA 17070

PATRICIA T WIEDT ESQUIRE  
PA PUBLIC UTILITY COMMISSION  
LAW BUREAU  
PO BOX 3265  
HARRISBURG PA 17105-3265