

Law Offices

VUONO & GRAY, LLC

2310 Grant Building

Pittsburgh, PA 15219-2383

(412) 471-1800

December 19, 2000

John A. Vuono
William A. Gray
Mark T. Vuono*
Dennis J. Kusturiss
Christine M. Dolfi
Louise R. Schrage
**Also Admitted in Florida*

RECEIVED
BUREAU OF
TRANSPORTATION SAFETY

2000 DEC 22

Richard R. Wilson
of Counsel

Facsimile
(412) 471-4477

Re: Alpha International Movers, Inc.
--Valentino DiGiacomo t/d/b/a Stars Moving Company
--Transfer of Operating Authority
Our File 4760

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

RECEIVED
SECRETARY'S BUREAU
03 DEC 22 AM 8:22

Dear Mr. McNulty:

We enclose for filing on behalf of the above applicant the following documents:

1. Original and one (1) copy of the Application for Approval of the Transfer of all of the operating authority of Valentino DiGiacomo, t/a Stars Moving Company to Alpha International Movers, Inc.
2. Check in the amount of \$350 made payable to the PA Public Utility Commission to cover the filing fee.

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

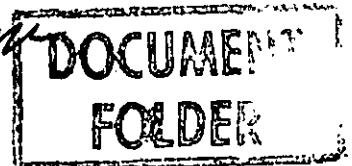
If you have any questions, please do not hesitate to contact us.

Sincerely yours,

VUONO & GRAY, LLC

John A. Vuono

com check amount



CW/12338
Enclosures
cc: Alpha International Movers, Inc.

20

ORIGINAL

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

TRANSPORTATION & SAFETY
2000 DEC 22 PM 1:19

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Alpha International Movers, Inc.
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right
as a common carrier, described at Docket
(common-contract)

No. A-00112531, Folder No. _____, issued to
Valentino DiGiacomo, t/a Stars Moving Company
(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY
Docket No. _____
Folder No. _____

RECEIVED

DEC 22 2000

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION
PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

- Alpha International Movers, Inc.
(Full and correct name of applicant/transferee)
- _____
(Trade name, if any)

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

Commonwealth on _____ (date) (attach copy of stamped registration form.)

- R.R. #4, Greenview Drive P. O. Box 4165
(Business Street Address) (P.O. Box, if any)

Saylorsburg Monroe PA 18353 (570) 992-2712
(City) (County) (Telephone)

**DOCUMENT
FOLDER**

DOCKETED

FEB 02 2001

A-117495

jt

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

(Name) (Address) (Telephone)

5. Any documents should be mailed to:
Alpha International Movers, Inc.
Transferee: Carl Van Buskirk P. O. Box 1587 Brodheadsville, PA 18322

(Name) (Address)

Transferor: Valentino DiGiacomo P. O. Box 818 Marshalls Creek, PA 18335

(Name) (Address)

6. Applicant does not hold Pa. PUC authority under Docket Number
(does or does not)
A- and operates as a _____ carrier.
(common or contract)

7. Applicant does hold Interstate Commerce Commission authority
(does or does not)
at Docket No. MC-95969.

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

(Name) (Address)

Corporation. Organized under the laws of the State of New Jersey
and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on April 13, 1998 (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 all of the operating rights now held
(all or part)

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.

11. The reason for the transfer is Transferor has reached a decision to terminate its transportation business and, upon approval of this application, Transferee will continue to provide the service previously provided by the Transferor.

12a. The following must be attached:

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

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

13. 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.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

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

ALPHA INTERNATIONAL MOVERS, INC.

Transferee sign here:
(Corporate Seal)

By:

Carl Van Buskirk
(each partner must sign)

Carl Van Buskirk

11-18/00
(Date)

VALENTINO DIGIACOMO, t/a
STARS MOVING COMPANY

Transferor sign here:
(Corporate Seal)

By:

Valentino DiGiacomo

Valentino DiGiacomo, Owner

11-18-00

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
ALLEGHENY County :

Valentino DiGiacomo, 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.

Valentino DiGiacomo
Signature of Affiant
Valentino DiGiacomo

Sworn and subscribed before me this 18th
day of NOVEMBER 19 2000
My Commission Expires May 13, 2002

Notarial Seal
Elizabeth Hauser, Notary Public
Hamilton Twp., Monroe County
My Commission Expires May 13, 2002

[Signature]
Signature of Official Administering Oath

Member, Pennsylvania Association of Notaries

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law,
deposes and says that he is _____ of _____;
(Office of Affiant) (Name of Corporation)

that he is authorized to and does make 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 _____ to be able to prove the
(Name of Corporation)
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 TRANSFEREE/APPLICANT (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 TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
MONROE County :

Carl Van Buskirk, being duly sworn (affirmed) according to law, desposes and says that he is _____ of Alpha International Movers, Inc.,
(Office of Affiant) (Name of Corporation)

that he is authorized to and does make 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 Alpha International Movers, Inc. to be able to prove the same
(Name of Corporation)
the same at the hearing hereof.

Carl Van Buskirk
Signature of Affiant
Carl Van Buskirk

Sworn and subscribed before me this 10/15/00
day of November 192000
My Commission Expires May 13, 2002

[Signature]
Signature of Official Administering Oath

Notarial Seal
Elizabeth Hauser, Notary Public
Hamilton Twp., Monroe County
My Commission Expires May 13, 2002

AGREEMENT

BETWEEN

ALPHA INTERNATIONAL MOVERS, INC. (BUYER)

AND

**VALENTINO DIGIACOMO
t/a STARS MOVING COMPANY (SELLER)**

DATED: NOVEMBER 18, 2000

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

TABLE OF CONTENTS

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

TABLE OF CONTENTS
(continued)

	<u>PAGE</u>
18. Closing Date.....	11
19. Rights of Successors and Assigns.....	11
20. Notices.....	11
21. Entire Agreement of Parties.....	12
22. Construction.....	12
23. Paragraph Headings.....	13
III. EXECUTION.....	13
APPENDIX A Authority of Valentino DiGiacomo t/a Stars Moving Company	

AGREEMENT

THIS AGREEMENT is made this 18 day of November, 2000 between ALPHA INTERNATIONAL MOVERS, INC. ("BUYER") a New Jersey corporation having an office in Saylorsburg, PA, and VALENTINO DIGIACOMO t/a STARS MOVING COMPANY ("SELLER"), an individual having an office at Bushkill, PA.

I. PREMISES

A. BUYER is a motor common carrier of property and holds operating authority issued by the former Federal Highway Administration at Docket No. MC-95969 (and is now subject to regulation by the Federal Motor Carrier Safety Administration of the U. S. Department of Transportation) and certain state regulatory agencies.

B. BUYER operates as a motor common carrier of property and holds a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission ("PUC") at Docket No. A-00112531.

C. SELLER has agreed to sell and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests and other claims, all of SELLER's operating rights, as more fully described in Appendix A (herein called "the operating rights").

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transaction pursuant to 66 Pa. C.S. §1102 of the Pennsylvania Public Utility Code (herein called "the application").

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, agree, represent and warrant as follows:

1. Purchase Agreement. SELLER will sell to BUYER and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, all of the *Pennsylvania intrastate operating rights owned by SELLER and authorized by its Certificate of Public Convenience issued by the PUC at application Docket No. A-00112531, as described in Appendix A attached hereto.*

2. Price and Payment. BUYER will pay to SELLER for the operating rights the total sum of Eight Thousand (\$8,000) Dollars to be paid as follows:

2.1 Four Hundred (\$400) Dollars (herein called "the Hand Money"), which SELLER hereby acknowledges receipt thereof.

2.2 The balance of consideration of Seven Thousand Six Hundred (\$7,600) Dollars in cash or by certified or cashier's check on the Closing Date.

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

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

BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application and agree to join in and execute any and all such applications or other documents, subject to the approval of counsel.

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

Counsel for BUYER will prepare the necessary permanent authority application.

BUYER shall pay all filing fees in connection with the filing of the application. Each party shall bear the expenses of its legal counsel, its accountants and other witnesses.

4. Warranties as to Operating Rights. SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and effect; the rights will not be subject to any liens, encumbrances, security interests or claims of any kind on the Closing Date; and that there are and on the Closing Date will be no actions at law or in equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority.

5. Denial of Application. If the PUC, by its final order, should deny approval of the application, this Agreement shall terminate and SELLER shall immediately return the Hand Money to BUYER. In such event, the parties shall have no further rights or

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

6. Approval of Permanent Application Subject to Restrictions. If the PUC, by its final order approves the permanent application, subject to conditions which restrict, delete or cancel any of the operating rights or limit the use of the operating rights by BUYER in any way, BUYER shall have the option to declare this Agreement null and void and forthwith terminate the Agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders and SELLER shall immediately return the Hand Money to BUYER. In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this Agreement, as modified, shall remain in full force and effect.

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

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

In the event that either party elects to seek judicial review, the termination provision set forth in paragraphs 5 and 6 above shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the permanent application is sustained by the court, this Agreement shall be terminated in

accordance with paragraph 5 and SELLER shall immediately return the Hand Money to BUYER. If the final order of the PUC approving the permanent application subject to conditions is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 6 within twenty (20) days after the service of the order or judgment of the last Court of Review and SELLER shall immediate return the Hand Money to BUYER.

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

For the purposes of this Agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (a) in the case of the denial of the application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC order, whichever time period is greater, within which petitions for rehearing, reargument or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval of such application, the effective date of the order of approval unless stayed by the PUC or by a court.

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

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

9.1 SELLER is an individual trading as "Stars Moving Company". SELLER has the full power and authority to engage in the business which he is now conducting.

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

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

9.4 SELLER has the due requisite authority to execute and deliver this agreement, the filing of the necessary applications with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement.

9.5 The execution and performance of this agreement by SELLER will not violate any provision of law or contravene any provisions of any other agreement to which SELLER is a party.

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

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

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

10.2 The Board of Directors of BUYER and, if necessary, the shareholders of BUYER have, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary applications with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement. A certified copy of the resolution of the Board of Directors of BUYER and any requisite resolution of the shareholders of BUYER shall be delivered to SELLER on the Closing Date.

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

11. Employee Relations. It is agreed that this contract involves the sale of only the operating rights, a partial asset only, and that the BUYER is not a successor employer to SELLER and has no obligation to hire any employees or to assume any labor agreements or employee obligations of SELLER.

SELLER represents that it is not a party to any collective bargaining agreements or individual labor agreements and acknowledges that BUYER has no obligations with respect to any employees of SELLER to provide employment, fringe benefit payments, vacation pay or any other benefits of employment nor any liability for any claims, grievances, labor disputes, charges or causes of action on the part of or in behalf of any employees or former employees of SELLER which may arise from or be related to events which occurred on or prior to the Closing Date.

12. No Broker's Fees or Commissions. BUYER and SELLER agree that there are no claims for any finder's fees or broker's commission in connection with this transaction. Notwithstanding the foregoing, each of the parties agrees to indemnify the other against and hold it harmless from any and all liabilities (including reasonable attorney's fees and expenses incurred in defending such claims) for any finder's fees or broker's commission in connection with the transaction contemplated by this agreement,

insofar as such claim shall be based on arrangements or agreements made or allegedly made by or on behalf of the indemnifying party.

13. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the Closing Date will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the Closing Date shall be the obligation of BUYER. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent application, SELLER agrees to promptly pay any such assessments. In the event any such assessments are not paid by SELLER, BUYER shall have the right to deduct from the consideration due SELLER on the Closing Date, the total amount of any such assessments or other charges due the PUC and make payment of such amounts directly to the PUC and to pay any balance of the consideration to SELLER. BUYER shall not, under any circumstances, be liable for or have responsibility to satisfy any obligations of SELLER as the result of this transaction.

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

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

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

15.2 On the Closing Date, the warranties and representations of SELLER as set forth herein are true, correct and complete.

In the event any of the aforesaid warranties and representations are not met, BUYER shall have the option to terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the occurrence of any such default. If BUYER exercises its option to terminate and if temporary authority has been granted, the operating rights shall be returned to SELLER, SELLER shall immediately return the Hand Money to BUYER and the parties shall have no further rights or obligations under this agreement.

16. Survival of Representations and Warranties. All provisions in this agreement applicable to BUYER and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this agreement *are for the purpose and with the intent of inducing BUYER to purchase the operating rights.* BUYER acknowledges that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

17. Arbitration. Any dispute under this agreement shall be determined by arbitration conducted in accordance with the procedures of the American Arbitration Association. Each party shall appoint one arbitrator and notify the other of such appointment within ten (10) days after written request for an appointment of an arbitrator is received from the other party. If the party so requested fails to appoint an arbitrator, the party making the request shall be entitled to designate two arbitrators. The two arbitrators shall then select a third arbitrator.

The decision of a majority of the arbitrators shall be conclusive and binding upon the parties. The arbitrator shall have the right to determine how their decision may be implemented or enforced. There shall be no appeal from the decision of the arbitrators.

18. Closing Date. The Closing Date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC, approving the permanent application or the thirtieth (30th) such day if no other day is selected (“Closing Date”). The transaction shall be consummated on the Closing Date at the time of day and place mutually agreed upon by the parties.

19. Rights of Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, heirs, assigns and legal representatives.

20. Notices. Any notices, demands or other communications delivered or tendered under this agreement shall be in writing and shall be sufficient if sent by

registered or certified mail with return receipt requested to the parties at the addresses shown below:

SELLER:

Mr. Valentino DiGiacomo
t/a Stars Moving Company
P. O. Box 818
Marshalls Creek, PA 18335

BUYER:

Mr. Carl Van Buskirk
President
Alpha International Movers, Inc.
R.R. #4, P. O. Box 4165
Saylorsburg, PA 18353

Such notice shall be sufficient, whether accepted at the address referred to or not, if tendered at such address during the normal business hours by the United States Postal Service. The addresses may from time to time be changed by either party giving written notice pursuant to the terms of this paragraph.

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

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

23. Paragraph Headings. The headings referring to the contents of paragraphs of this agreement are inserted for convenience and are not to be considered as part of this agreement nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

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

VALENTINO DIGIACOMO, t/a/
STARS MOVING COMPANY

ALPHA INTERNATIONAL MOVERS, INC.

By: Valentino DiGiacomo
Valentino DiGiacomo, Owner

By: Carl Van Buskirk
Carl Van Buskirk, President

/12337

Sworn to before me this
18th day of November 2000

Elizabet Hauser

Notarial Seal
Elizabeth Hauser, Notary Public
Hamilton Twp., Monroe County
My Commission Expires May 13, 2002

Member, Pennsylvania Association of Notaries

PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-08112531

Valentino DiGiacomo, trading as STARS MOVING COMPANY

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval to operate as a motor carrier.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 10th day of June, 1998.



Joseph M. Neuhoff

Secretary

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held April 9, 1998

Commissioners Present:

John M. Quain, Chairman
Robert K. Bloom, Vice Chairman
John Hanger
David W. Rolka
Nora Mead Brownell

Application of Valentino DiGiacomo,
t/a Stars Moving Company

A-00112531

OPINION AND ORDER

BY THE COMMISSION:

Before the Commission for consideration are the Exceptions of AAA Moving and Storage Company (Protestant), filed on January 2, 1998, to the Initial Decision Upon Remand of Administrative Law Judge (ALJ) George M. Kashi, which was issued on December 23, 1997. A Petition Nunc Pro Tunc (Petition) was filed by Valentino DiGiacomo t/a Stars Moving Company (Applicant) on February 10, 1998, requesting that its Reply Exceptions be addressed as timely filed. The Protestant did not file a response to the Petition.

History of the Proceeding

On October 16, 1995, the Applicant filed an Application for a certificate of public convenience or permit evidencing the Commission's approval of the right and privilege to begin to transport household goods in use as a common carrier, by motor vehicle between points in the counties of Monroe and Pike, and from points in said counties, to points in Pennsylvania and vice versa. The Protestant filed its Protest to the Application on November 7, 1995. Hearings were held before Administrative Law Judge (ALJ) George M. Kashi on June 5, 1996, and August 23, 1996. AAA Moving and Storage was represented by legal counsel. The Applicant was also represented by legal counsel.

On December 30, 1996, an Initial Decision of ALJ Kashi was issued wherein he recommended that the Application be denied. On February 20, 1997, an Order was entered wherein the Initial Decision of ALJ Kashi became final without further Commission action in the absence of the filing of any Exceptions. On February 28, 1997, the Applicant filed a Petition for Reconsideration. On May 28, 1997, an Opinion and Order was entered wherein we granted Reconsideration of the Application, thereby remanding the matter to the Office of Administrative Law Judge for further hearing.

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Discussion

ALJ Kashi made 38 Findings of Fact which we shall incorporate herein by reference and adopt without comment unless modified or expressly reject by necessary implication.

Premised on his review, consideration, and analysis of the record as developed, the ALJ reached six (6) Conclusions of Law. Any Conclusion of Law, not specifically identified or discussed, is adopted without comment unless modified or expressly rejected by necessary implication. Conclusions of Law critical to the disposition of the Exceptions are set forth below:

3. Service under the application will serve a useful public purpose, responsive to a public demand or need.
4. Applicant possesses the requisite financial and technical fitness to provide the proposed service.
5. The record does not demonstrate that the Applicant lacks a propensity to operate safely and legally.
6. Grant of this application would not endanger or impair existing common carriers to such an extent that the granting of authority would be contrary to the public interest.

(I.D., p. 14)

We note that in our Opinion and Order of May 28, 1997, we concluded that the Applicant's burdens of proof under Sections 41.14(b) and (c) of our Regulations have been satisfied. We remanded this proceeding to the Office of Administrative Law Judge for the limited purpose of further developing the record to determine whether the Applicant can demonstrate a public need for the proposed service.

Also before discussing the Exceptions, we will review the requirements of law regarding the granting of an application to provide service as a common carrier. Section 1101 of the Public Utility Code, 66 Pa. C.S. §1101 states that it shall be lawful to provide service as a public utility only after applying for and obtaining a certificate of public convenience from this Commission. Included in the definition of a "public utility is any person or corporation transporting persons or property as a common carrier. 66 Pa. C.S. §102. The Public Utility Code further states that:

A certificate of public convenience shall be granted by order of the commission, only if the commission shall find or determine that the granting of such certificate is necessary or proper for the service, accommodation, convenience, or safety of the public.

(66 Pa. C.S. §1103(a), emphasis added.)

In applying these requirements to motor carrier applications, we adopted Section 41.14 of our Regulations, which states:

- (a) An applicant seeking motor common carrier authority has the burden of demonstrating that approval of the application will serve a useful

public purpose, responsive to a public demand or need.

- (b) An applicant seeking motor common carrier authority has the burden of demonstrating that it possesses the technical and financial ability to provide the proposed service, and, in addition, authority may be withheld if the record demonstrates that the applicant lacks a propensity to operate safely and legally.
- (c) The Commission will grant motor carrier authority commensurate with the demonstrated public need unless it is established that the entry of a new carrier into the field would endanger or impair the operations of existing common carriers to such an extent that, on balance, the granting of authority would be contrary to the public interest.

We further elaborated on the proper interpretation of these provisions in Application of Blue Bird Coach Lines, Inc. (Blue Bird) 72 Pa. PUC 262 (1990), wherein we stated:

When, through relevant, competent and credible evidence of record, a motor common carrier applicant has shown that the applicant's proposed service will satisfy the supporting witnesses' asserted *transportation demand/need*, the applicant has sustained its burden of proof under subsection 41.14(a) by establishing that "approval of the application will serve a useful public purpose, responsive to a public demand or need." E.g., Seaboard Tank Lines, Inc., 93 Pa. Commonwealth Ct. at 613, 502 A.2d at 768; Re Lenzner Coach Lines, Inc., 63 Pa. P.U.C. 217 (1987.) See also Morgan Drive Away, Inc. v. Pennsylvania Public Utility Commission (Morgan Drive Away, Inc. II), 16 Pa. Commonwealth Ct. 293, 328 A.2d 194 (1974.) This interpretation of subsection 41.14(a) is

consonant with our avowed reason for promulgating the transportation regulatory policy statement at 52 Pa. Code §41.14, namely, to eliminate monopolistic protection of existing motor carriers and to promote healthy competition among motor carriers for the purpose of assuring the availability of transportation service commensurate with the demonstrated public demand/need.

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We further stated that, based on longstanding Commission and Court decisions, the supporting witnesses must identify the Pennsylvania points of origin and destinations between which transportation is required. The particular circumstances of a case will determine what constitutes sufficient evidence of a public demand or need regarding the proposed service. The number of witnesses which will constitute a cross-section of the public will necessarily vary with the circumstances of each case, such as the type of service, size of proposed operating territory and the population density therein. The broader the operating authority sought and the more heavily populated, the more witnesses will be required to demonstrate public demand or need. The converse is also true. (Blue Bird, supra, pp. 274-275).

Pursuant to Section 332(a) of the Public Utility Code, 66 Pa. C.S. §332(a), the burden of proof is on an applicant as the proponent of a rule or order. The Pennsylvania Supreme Court has held that the term "burden of proof" means a duty to establish a fact by a preponderance of the evidence. Se-Ling Hosiery v. Margulies, 364 Pa. 45, 70 A.2d 854 (1950). The term "preponderance of the evidence" means that one party has presented evidence which is more convincing, by even the smallest amount, than the evidence presented by the other side. If a party has satisfied its burden of proof, it must then be determined whether the

opposing party has submitted evidence of "co-equal" value or weight to refute the first party's evidence. Morrissay v. Pennsylvania Department of Highways, 424 Pa. 87, 225 A.2d 895 (1987).

The Protestant's Exceptions

We note that we are not required to consider expressly or at great length each and every contention raised by a party to our proceedings. (University of Pa. v. Pa. P.U.C., 86 Pa. 410, 485 A.2d 1217, 1222(1984).) Any Exception or argument which has not been specifically addressed herein shall be deemed to have been duly considered and denied without further discussion.

In its Exceptions, the Protestant argues that the testimony of the witnesses is insufficient to establish that a public demand or need exists for the proposed service. The Protestant argues further that the ALJ erred in recommending that the Application be granted due to the Applicant's propensity to operate illegally.

In Exception No. 1, the Protestant argues that the testimony of Ms. Satmary that her need for a move three (3) houses away from her present residence does not support the grant of authority sought by the Applicant. (Exc., p.4).

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(Id).

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The Petition and the Applicant's Reply Exceptions

In its Petition, the Applicant requests that we consider its Reply Petitions Nunc Pro Tunc as of January 22, 1998. The Applicant states that its Reply Exceptions were to be filed by January 22, 1998, and copies were presented for filing at the Office of the Commission Secretary on January 22, 1998. However, the receipt

was at 4:31 p.m., and the date stamp had been changed to the following day. (Petition, Para. 3).

The Applicant explains that the delay in filing prior to 4:30 p.m. was attributable to the change in the office of its legal counsel and resulting problems in receiving client authorization and release. The Applicant submits that the Replies to the Exceptions were served upon the Protestant on January 22, 1998. On January 23, 1998, counsel for the Applicant left his prior law firm to open his own law practice. The Applicant states that its counsel did not receive "until recently" the letter of January 23, 1998, that returned Reply Exceptions as untimely. The Applicant requests that the Commission grant the Petition to avoid the prejudice in rejecting the Reply Exception that was presented for filing only a minute after the filing office closed. (Petition, Para. 4-6).¹

According to the Applicant, the filing date for Reply Exceptions may have been extended three (3) days from January 22, 1998, because the Protestant's Exceptions were served by mail pursuant to the Commission's Regulations at 52 Pennsylvania Code Section 1.56 (b), 52 Pa. Code §1.56(b). The Applicant continues that the provisions at 52 Pa. Code, §1.56(b) apply even if the service by mail resulted in the Applicant's counsel's receipt of the Exceptions prior to their filing deadline. (Petition, Para. 6-7).

The Applicant proffers an interpretation of the Commission's Regulations at 52 Pa. Code §1.56(b) which would add three (3) days to the period to reply to the Exceptions since the Protestant's Exceptions were served upon the Applicant by mail. However, the Secretarial Letter issued by the Commission Secretary, stated categorically that:

¹ The Applicant's Petition contains two (2) paragraphs No. 4.

52 Pa. Code §1.56(b) cannot be used to extend the prescribed period for the filing of exceptions/reply exceptions. (Emphasis in Original).

Pursuant to the Commission's Regulations at 52 Pa. Code §5.535 (b), the Commission may direct that 52 Pa. Code, 1.56(b) may not be available to extend the time period for filing replies to exceptions, when time is of the essence. See, also 52 Pa. Code §5.533(e). Accordingly, we reject this portion of the Complainant's argument.

The factual situation described herein, however, constitutes an extenuating circumstance under which we may entertain the Applicant's Reply Exceptions. We find that the change of office of the Applicant's counsel created a problem for the service of the Reply Exceptions upon the Commission and the Parties. Additionally, we note that the filing of the Applicant's Reply Exceptions occurred approximately one minute after the close of business on January 22, 1998. Under these circumstances, we are persuaded to grant the Applicant's Petition, and consider the Reply Exceptions timely filed as of January 22, 1998.

In its Reply Exceptions, the Applicant argues that the testimony on record supported the public demand or need for the proposed service. The Applicant rejoins that the testimony indicates that the Protestant is a large company which receives most of its business from interstate moving. The Applicant asserts that the Protestant admitted that it receives many inquiries for moving service, but the inquiries do not result in business because of the cost. The Applicant argues that it seeks to serve small moves at a lower cost than the Protestant. (R.Exc., p. 2).

The Applicant responds to the allegations of unlawful conduct by stating that this matter resulted from a remand for evidence of public need. In support of that position, the Applicant proffered the following cite from our Opinion and Order of May 28, 1997, wherein we granted reconsideration of this matter:

Based upon our review of the record as developed in this proceeding, we find that it is reasonable, appropriate, and in the public interest to remand this proceeding to the OALJ [Office of Administrative Law Judge] to clarify the record as to the need and inadequacy of existing service, consistent with this Opinion and Order.

(R. Exc., p. 3).

The Applicant argues that the Protestant was the only party to oppose the Application which seeks to serve only a small part of the Applicant's service area. The Applicant submits that there must be choices for consumers, and it concludes that the record, as developed in this proceeding is clear that the public perceives large companies as impersonal and expensive. (Id.)

The scope of the matter before us amounts to a consideration of whether the Applicant met the test of establishing that there is a need for the proposed service. In Blue Bird, *supra*, citing Seaboard Tank Lines, Inc., 93 Pa. Commonwealth Ct. at 613, 502 A.2d 194 (1974), (Seaboard), the Commission found that a witness supporting an Application must be legally competent and credible. The ALJ found the witnesses who testified on behalf of the instant Application to have established competence and credibility. We believe that it will be instructive to quote a portion of the ALJ's rationale for concluding that the Applicant herein satisfied the evidentiary criteria articulated in Seaboard, *supra*. On page 12 of the Initial Decision, the ALJ stated, in pertinent part, as follows:

While virtually none of Applicant's witnesses identified an immediate need for the movement of household goods and use services beyond what is currently being offered, clearly the weight of the entire record as reviewed above and set forth in the Findings of Fact demonstrates that Applicant has met its burden to show a public need or an inadequacy of present service for the applied for area, and its application should, therefore, be granted.

The Applicant here intends to provide moving services to the public in Monroe and Pike Counties, which reflect a small part of the Protestant's PUC service territory. The Applicant submits and we agree that the public interest is served by increased competition in the provision of moving services, particularly more affordable moving services that satisfy small moves at a lower cost. The Applicant offers its moving services based upon the expressed public need for a local and small personalized mover as opposed to the large, impersonal movers that are represented, or at least characterized in the minds of the supporting witnesses, by the Protestant.

Upon our careful review of the record in this matter, we find that the ALJ's finding that the Applicant has demonstrated a public need or demand and a need for the proposed service to be in accord with the evidence as well as judicial precedent. We agree with the ALJ. that the record firmly establishes that there is a need for a carrier for very small moves which can be accomplished at a lower price than offered by the Protestant. Accordingly, we conclude that the applicant has satisfied the criterion of public demand or need by the establishment of competent and credible evidence.

Conclusion

Based upon the record as developed in this proceeding, we shall deny the Exceptions of the Protestant, AAA Moving and Storage Company. We shall adopt the Initial Decision Upon Remand of ALJ Kashi in this proceeding; **THEREFORE,**

IT IS ORDERED:

1. That the Petition Nunc Pro Tunc for Reply Exceptions of Valentino DiGiacomo t/a Stars Moving Company, is granted.
2. That the Exceptions of AAA Moving and Storage Company are denied.
3. That the Initial Decision Upon Remand of Administrative Law Judge George M. Kashi in Application of Valentino DiGiacomo, t/a Stars Moving Company, docketed at No. A-00112531, is adopted.
4. That the application of Valentino DiGiacomo, t/a STARS Moving Company at Docket No. A-00112531, be and is hereby approved and that a certificate be issued granting the following rights:

To transport, as a common carrier, by motor vehicle, household goods in use, between points in the counties of Monroe and Pike, and from points in the said counties to points in Pennsylvania, and vice versa.

5. 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

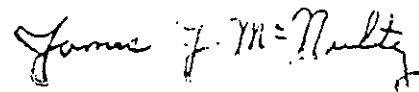
insurance and the filing and acceptance of a tariff establishing just and reasonable rates.

6. That the certificate holder shall comply with all the provisions of the Public Utility Code as now existing or as may be hereafter amended, and with all pertinent regulations of this Commission now in effect, or 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.

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

8. That, in the event the Applicant has not, on or before 60 days from the date of service of this order, complied with the requirements set forth herein, the application shall be dismissed without further proceeding.

BY THE COMMISSION,



James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: April 9, 1998

ORDER ENTERED: APR 10 1998

Equipment to be Used to Render Service

1. Hino 1999 Straight Truck
2. GMC 1993 Straight Truck
3. Mack 1985 Tractor

PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-08112531

Valentino DiGiacomo, trading as STARS MOVING COMPANY

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval to operate as a motor carrier.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 10th day of June, 1998.



Joseph M. Healy

Secretary

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held April 9, 1998

Commissioners Present:

John M. Quain, Chairman
Robert K. Bloom, Vice Chairman
John Hanger
David W. Rolka
Nora Mead Brownell

Application of Valentino DiGiacomo,
t/a Stars Moving Company

A-00112531

OPINION AND ORDER

BY THE COMMISSION:

Before the Commission for consideration are the Exceptions of AAA Moving and Storage Company (Protestant), filed on January 2, 1998, to the Initial Decision Upon Remand of Administrative Law Judge (ALJ) George M. Kashi, which was issued on December 23, 1997. A Petition Nunc Pro Tunc (Petition) was filed by Valentino DiGiacomo t/a Stars Moving Company (Applicant) on February 10, 1998, requesting that its Reply Exceptions be addressed as timely filed. The Protestant did not file a response to the Petition.

History of the Proceeding

On October 16, 1995, the Applicant filed an Application for a *certificate of public convenience or permit evidencing the Commission's approval of the right and privilege to begin to transport household goods in use as a common carrier, by motor vehicle between points in the counties of Monroe and Pike, and from points in said counties, to points in Pennsylvania and vice versa.* The Protestant filed its Protest to the Application on November 7, 1995. Hearings were held before *Administrative Law Judge (ALJ) George M. Kashi on June 5, 1996, and August 23, 1996.* AAA Moving and Storage was represented by legal counsel. The Applicant was also represented by legal counsel.

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Discussion

ALJ Kashi made 38 Findings of Fact which we shall incorporate herein by reference and adopt without comment unless modified or expressly reject by necessary implication.

Premised on his review, consideration, and analysis of the record as developed, the ALJ reached six (6) Conclusions of Law. Any Conclusion of Law, not specifically identified or discussed, is adopted without comment unless modified or expressly rejected by necessary implication. Conclusions of Law critical to the disposition of the Exceptions are set forth below:

3. Service under the application will serve a useful public purpose, responsive to a public demand or need.
4. Applicant possesses the requisite financial and technical fitness to provide the proposed service.
5. The record does not demonstrate that the Applicant lacks a propensity to operate safely and legally.
6. Grant of this application would not endanger or impair existing common carriers to such an extent that the granting of authority would be contrary to the public interest.

(I.D., p. 14)

We note that in our Opinion and Order of May 28, 1997, we concluded that the Applicant's burdens of proof under Sections 41.14(b) and (c) of our Regulations have been satisfied. We remanded this proceeding to the Office of Administrative Law Judge for the limited purpose of further developing the record to determine whether the Applicant can demonstrate a public need for the proposed service.

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was at 4:31 p.m., and the date stamp had been changed to the following day. (Petition, Para. 3).

The Applicant explains that the delay in filing prior to 4:30 p.m. was attributable to the change in the office of its legal counsel and resulting problems in receiving client authorization and release. The Applicant submits that the Replies to the Exceptions were served upon the Protestant on January 22, 1998. On January 23, 1998, counsel for the Applicant left his prior law firm to open his own law practice. The Applicant states that its counsel did not receive "until recently" the letter of January 23, 1998, that returned Reply Exceptions as untimely. The Applicant requests that the Commission grant the Petition to avoid the prejudice in rejecting the Reply Exception that was presented for filing only a minute after the filing office closed. (Petition, Para. 4-6).¹

According to the Applicant, the filing date for Reply Exceptions may have been extended three (3) days from January 22, 1998, because the Protestant's Exceptions were served by mail pursuant to the Commission's Regulations at 52 Pennsylvania Code Section 1.56 (b), 52 Pa. Code §1.56(b). The Applicant continues that the provisions at 52 Pa. Code, §1.56(b) apply even if the service by mail resulted in the Applicant's counsel's receipt of the Exceptions prior to their filing deadline. (Petition, Para. 6-7).

The Applicant proffers an interpretation of the Commission's Regulations at 52 Pa. Code §1.56(b) which would add three (3) days to the period to reply to the Exceptions since the Protestant's Exceptions were served upon the Applicant by mail. However, the Secretarial Letter issued by the Commission Secretary, stated categorically that:

¹ The Applicant's Petition contains two (2) paragraphs No. 4.

52 Pa. Code §1.56(b) cannot be used to extend the prescribed period for the filing of exceptions/reply exceptions. (Emphasis in Original).

Pursuant to the Commission's Regulations at 52 Pa. Code §5.535 (b), the Commission may direct that 52 Pa. Code, 1.56(b) may not be available to extend the time period for filing replies to exceptions, when time is of the essence. See, also 52 Pa. Code §5.533(e). Accordingly, we reject this portion of the Complainant's *argument*.

The factual situation described herein, however, constitutes an extenuating circumstance under which we may entertain the Applicant's Reply Exceptions. We find that the change of office of the Applicant's counsel created a problem for the service of the Reply Exceptions upon the Commission and the Parties. Additionally, we note that the filing of the Applicant's Reply Exceptions occurred approximately one minute after the close of business on January 22, 1998. Under these circumstances, we are persuaded to grant the Applicant's Petition, and consider the Reply Exceptions timely filed as of January 22, 1998.

In its Reply Exceptions, the Applicant argues that the testimony on record supported the public demand or need for the proposed service. The Applicant rejoins that the testimony indicates that the Protestant is a large company which receives most of its business from interstate moving. The Applicant asserts that the Protestant admitted that it receives many inquiries for moving service, but the inquiries do not result in business because of the cost. The Applicant argues that it seeks to serve small moves at a lower cost than the Protestant. (R.Exc., p. 2).

The Applicant responds to the allegations of unlawful conduct by stating that this matter resulted from a remand for evidence of public need. In support of that position, the Applicant proffered the following cite from our Opinion and Order of May 28, 1997, wherein we granted reconsideration of this matter:

Based upon our review of the record as developed in this proceeding, we find that it is reasonable, appropriate, and in the public interest to remand this proceeding to the OALJ [Office of Administrative Law Judge] to clarify the record as to the need and inadequacy of existing service, consistent with this Opinion and Order.

(R. Exc., p. 3).

The Applicant argues that the Protestant was the only party to oppose the Application which seeks to serve only a small part of the Applicant's service area. The Applicant submits that there must be choices for consumers, and it concludes that the record, as developed in this proceeding is clear that the public perceives large companies as impersonal and expensive. (Id.)

The scope of the matter before us amounts to a consideration of whether the Applicant met the test of establishing that there is a need for the proposed service. In Blue Bird, supra, citing Seaboard Tank Lines, Inc., 93 Pa. Commonwealth Ct. at 613, 502 A.2d 194 (1974), (Seaboard), the Commission found that a witness supporting an Application must be legally competent and credible. The ALJ found the witnesses who testified on behalf of the instant Application to have established competence and credibility. We believe that it will be instructive to quote a portion of the ALJ's rationale for concluding that the Applicant herein satisfied the evidentiary criteria articulated in Seaboard, supra. On page 12 of the Initial Decision, the ALJ stated, in pertinent part, as follows:

While virtually none of Applicant's witnesses identified an immediate need for the movement of household goods and use services beyond what is currently being offered, clearly the weight of the entire record as reviewed above and set forth in the Findings of Fact demonstrates that Applicant has met its burden to show a public need or an inadequacy of present service for the applied for area, and its application should, therefore, be granted.

The Applicant here intends to provide moving services to the public in Monroe and Pike Counties, which reflect a small part of the Protestant's PUC service territory. The Applicant submits and we agree that the public interest is served by increased competition in the provision of moving services, particularly more affordable moving services that satisfy small moves at a lower cost. The Applicant offers its moving services based upon the expressed public need for a local and small personalized mover as opposed to the large, impersonal movers that are represented, or at least characterized in the minds of the supporting witnesses, by the Protestant.

Upon our careful review of the record in this matter, we find that the ALJ's finding that the Applicant has demonstrated a public need or demand and a need for the proposed service to be in accord with the evidence as well as judicial precedent. We agree with the ALJ. that the record firmly establishes that there is a need for a carrier for very small moves which can be accomplished at a lower price than offered by the Protestant. Accordingly, we conclude that the applicant has satisfied the criterion of public demand or need by the establishment of competent and credible evidence.

Conclusion

Based upon the record as developed in this proceeding, we shall deny the Exceptions of the Protestant, AAA Moving and Storage Company. We shall adopt the Initial Decision Upon Remand of ALJ Kashi in this proceeding; **THEREFORE,**

IT IS ORDERED:

1. That the Petition Nunc Pro Tunc for Reply Exceptions of Valentino DiGiacomo t/a Stars Moving Company, is granted.
2. That the Exceptions of AAA Moving and Storage Company are denied.
3. That the Initial Decision Upon Remand of Administrative Law Judge George M. Kashi in Application of Valentino DiGiacomo, t/a Stars Moving Company, docketed at No. A-00112531, is adopted.
4. That the application of Valentino DiGiacomo, t/a STARS Moving Company at Docket No. A-00112531, be and is hereby approved and that a certificate be issued granting the following rights:

To transport, as a common carrier, by motor vehicle, household goods in use, between points in the counties of Monroe and Pike, and from points in the said counties to points in Pennsylvania, and vice versa.

5. 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

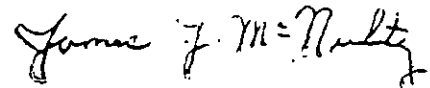
insurance and the filing and acceptance of a tariff establishing just and reasonable rates.

6. That the certificate holder shall comply with all the provisions of the Public Utility Code as now existing or as may be hereafter amended, and with all pertinent regulations of this Commission now in effect, or 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.

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

8. That, in the event the Applicant has not, on or before 60 days from the date of service of this order, complied with the requirements set forth herein, the application shall be dismissed without further proceeding.

BY THE COMMISSION,



James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: April 9, 1998

ORDER ENTERED: APR 10 1998

ALPHA INTERNATIONAL MOVERS, INC.

BALANCE SHEET AS OF DECEMBER 31, 1999

ASSETS

Cash		\$ 32,514
Accounts Receivable		\$ 75,068
Loans to Stockholders		\$ 8,258
Real Estate:	\$98,139	
Less: Depreciation	<u>\$65,159</u>	\$ 32,980
Other Assets		<u>\$ 9,000</u>
Total Assets		<u>\$157,820</u> ✓

LIABILITIES AND STOCKHOLDERS EQUITY

Accounts Payable		\$ 2,750
Mortgages, Notes, Etc. (Payable in less than one year)		\$ 6,595
Other Current Liabilities		\$ 7,941
Mortgage, Notes, Etc. (Payable in one year or more)		<u>\$ 18,922</u>
Total Liabilities		\$ 36,208 ✓
Capital Stock		\$ 13,223
Retained Earnings		\$249,557
Treasury Stock		<u>(\$141,168)</u>
Total Stockholders Equity		\$121,612 ✓
Total Liabilities and Stockholders Equity		<u>\$157,820</u>

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

Transferor will continue to be responsible for his unpaid business debts.

Statement of Safety Program

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

Statement of Transferee's Experience

Transferee has been engaged in the transportation of household goods and related commodities for many years. It holds intrastate operating at Docket No. MC-95969. ✓
Alpha is an agent of Wheaton Van Lines, Inc. with whom it has a currently effective Agency Agreement.

Alpha has the equipment facilities and personnel to provide the service authorized by the Pennsylvania intrastate operating rights being purchased. Based on its experience in connection with the handling of household goods and related commodities in interstate commerce, it is fully prepared to provide the type of service required by the shipping public in Pennsylvania. If this application is approved, transferee is ready, willing and able to provide service authorized under the certificate being purchased. ✓

Microfilm Number _____

Filed with the Department of State on

APR 13 1998

Entity Number

2810980

Secretary of the Commonwealth

[Signature]

JK

APPLICATION FOR CERTIFICATE OF AUTHORITY

DSCB:15-4124/6124 (Rev 90)

Indicate type of corporation (check one):

Foreign Business Corporation (15 Pa.C.S. § 4124)

Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that:

1. The name of the corporation is: Alpha International Movers, Inc.

2. The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):

Alpha International Movers, Inc.

3. (If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following):

The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

Alpha Movers West

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:

State of New Jersey

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

18-0 Commerce Road Fairfield New Jersey 07004
Number and Street City State Zip

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) RR #4 Box 4165 Saylorsburg Pa 18353 Montgoe
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

7. (Check one of the following):

(Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

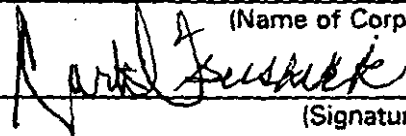
(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to signed by a duly authorized officer thereof this 8th day of April, 19 98.

Alpha International Movers, Inc.

(Name of Corporation)

BY:



(Signature)

TITLE:

President

DOCKETING STATEMENT DSCB 34A (Rev 96)
DEPARTMENTS OF STATE AND REVENUE

BUREAU USE ONLY:

Dept. of State Entity Number _____

Revenue Box Number _____

Filing Period _____ Date 3 4 5 _____

SIC _____ Report Code _____

THIS FORM MUST ACCOMPANY A FILING

This form (file in triplicate) and all accompanying documents shall be mailed to:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
P.O. BOX 8722
HARRISBURG, PA 17105-8722

Check proper box:

- Pa. Business-stock Pa. Business-nonstock Pa. Business-Management Pa. Professional
- Pa. Business-statutory close Pa. Business-cooperative Pa. Nonprofit-stock Pa. Nonprofit-nonstock
- Foreign-business Foreign-nonprofit Motor Vehicle for Hire Insurance
- Foreign-Certificate of Authority to D/B/A _____
- Business Trust
- Pa. Limited Liability Company Pa. Restricted Professional Limited Liability Company
- Foreign Limited Liability Company Foreign Restricted Professional Limited Liability Company

Entity registering as a result of (check box):

- Incorporation (Pa.) Domestication Consolidation
- Authorization of a foreign association Division Summary of Record
- Organization (Pa.)

1. Name of entity: Alpha International Movers, Inc.

2. Location of (a) initial registered office in Pennsylvania or (b) the name and county of the commercial registered office provider:

(a) <u>RR #4 Box4165</u>	<u>Saylonsburg</u>	<u>PA</u>	<u>18353</u>	<u>Monroe</u>
Number and Street/RD number and Box	City	State	Zip code	County

(b) c/o: N/A
Name of commercial registered office provider _____ County _____

3. State or Country of Incorporation/Organization: Essex County, New Jersey

4. Specified effective date, if applicable: _____

5. Federal Identification Number: 22-2128589

6. Describe principal Pennsylvania activity to be engaged in, within one year of this application date: Moving Business

7. Names, residences and social security numbers of the chief executive officer, secretary and treasurer or individual responsible for maintaining financial records:

Name	Address	Title	Social Security #
Carl E. Van Buskirk	PO Box 148, Brodheadsville Pa.	Pres.	
Barbara Van Buskirk	PO Box 148, Brodheadsville, Pa	Sec.	

If a professional entity, include officer's professional license numbers with the respective Pennsylvania Professional Board.

8. Location of principal place of business:

RR #4 Box 4165, Saylorsburg Pa	18353		
Number and Street/RD number and Box	City	State	Zip

9. Mailing address if different than #8 (Location where correspondence, tax report form, etc. are to be sent):

PO Box 148, Brodheadsville, Pa.	18322		
Number and Street/RD number and Box	City	State	Zip

10. This entity is organized or incorporated under the General Association Act of 1988. (Not applicable if a foreign entity)

11. Act of General Assembly or authority under which you are organized or incorporated (foreign entity only):

12. Date and state of incorporation or organization (foreign entity only): Essex County, New Jersey

13. Date business started in Pennsylvania (foreign entity only): _____

14. Is the entity authorized to issue capital stock? YES NO

15. Entity's fiscal year ends: December 31

16. Has the association solicited or does it intend to solicit contributions with the Commonwealth of Pennsylvania? YES NO
 If Yes, provide date solicitation commenced or will commence: _____

This statement shall be deemed to have been executed by the individual who executed the accompanying submittal. See 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

Instructions for Completion of Form:

- A. A separate completed set of copies of this form shall be submitted for each entity or registration resulting from the transaction.
- B. The Bureau of Corporation Taxes in the Pennsylvania Department of Revenue should be notified of any address changes. Notification should be sent to the Account Maintenance, Bureau of Corporation Taxes, Pa. Department of Revenue, Dept. 280901, Harrisburg, Pa. 17128-0901.
- C. All Pennsylvania corporate tax reports, except those for motor vehicle for hire, must be filed with the Commonwealth on the same fiscal basis as filed with the U.S. government. Motor vehicle for hire, i.e., gross receipts tax reports, must be filed on a calendar year basis only.
- D. The disclosure of the social security numbers of the corporate officers in Paragraph 7 is voluntary. The numbers are used to assure the proper identification of corporation officers by the Department of Revenue in accordance with the Fiscal Code.

CORPORATE OFFICERS AND STOCKHOLDERS

Officers

Carl Van Buskirk

President

Barbara Van Buskirk

Secretary/Treasurer

Stockholders

Carl Van Buskirk

Barbara Van Buskirk

CORPORATE PURPOSE CLAUSE

The purpose for which the corporation is organized is to engage in those activities directly related with or necessarily incidental to the ownership and operation of a domestic and international moving company.

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held April 9, 1998

Commissioners Present:

John M. Quain, Chairman
Robert K. Bloom, Vice Chairman
John Hanger
David W. Rolka
Nora Mead Brownell

Application of Valentino DiGiacomo,
t/a Stars Moving Company

A-00112531

OPINION AND ORDER

BY THE COMMISSION:

Before the Commission for consideration are the Exceptions of AAA Moving and Storage Company (Protestant), filed on January 2, 1998, to the Initial Decision Upon Remand of Administrative Law Judge (ALJ) George M. Kashi, which was issued on December 23, 1997. A Petition Nunc Pro Tunc (Petition) was filed by Valentino DiGiacomo t/a Stars Moving Company (Applicant) on February 10, 1998, requesting that its Reply Exceptions be addressed as timely filed. The Protestant did not file a response to the Petition.

Conclusion

Based upon the record as developed in this proceeding, we shall deny the Exceptions of the Protestant, AAA Moving and Storage Company. We shall adopt the Initial Decision Upon Remand of ALJ Kashi in this proceeding; **THEREFORE,**

IT IS ORDERED:

1. That the Petition Nunc Pro Tunc for Reply Exceptions of Valentino DiGiacomo t/a Stars Moving Company, is granted.
2. That the Exceptions of AAA Moving and Storage Company are denied.
3. That the Initial Decision Upon Remand of Administrative Law Judge George M. Kashi in Application of Valentino DiGiacomo, t/a Stars Moving Company, docketed at No. A-00112531, is adopted.
4. That the application of Valentino DiGiacomo, t/a STARS Moving Company at Docket No. A-00112531, be and is hereby approved and that a certificate be issued granting the following rights:

To transport, as a common carrier, by motor vehicle, household goods in use, between points in the counties of Monroe and Pike, and from points in the said counties to points in Pennsylvania, and vice versa.

5. 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

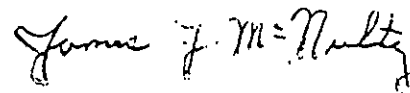
insurance and the filing and acceptance of a tariff establishing just and reasonable rates.

6. That the certificate holder shall comply with all the provisions of the Public Utility Code as now existing or as may be hereafter amended, and with all pertinent regulations of this Commission now in effect, or 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.

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

8. That, in the event the Applicant has not, on or before 60 days from the date of service of this order, complied with the requirements set forth herein, the application shall be dismissed without further proceeding.

BY THE COMMISSION,



James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: April 9, 1998

ORDER ENTERED: APR 10 1998



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

February 2, 2001

JOHN A VUONO
ATTORNEY AT LAW
2310 GRANT BUILDING
PITTSBURGH PA 15219-2383

In re: A-00117495 – Alpha International Movers, Inc. transfer of authority from Valentino DiGiacomo,
t/a Stars Moving Company.

Dear Mr. Vuono:

As per my conversation with your secretary of the above date, I have received the application and company check of Alpha International Movers, Inc. filed in reference to the above-captioned application. I am returning the company check and holding the application in abeyance pending receipt of a certified check or money order or an attorney's check.

Remember, we can only accept a company check if the applicant carrier already holds authority with the Commission.

If you have any questions, please do not hesitate to call me at the number listed below.

Sincerely yours,

Gale E. Travitz
Transportation Application Specialist
Compliance Section
Bureau of Transportation and Safety
(717) 787-5513

GET/gt

Enclosures

DOCKETED
FEB 02 2001

**DOCUMENT
FOLDER**

Law Offices

VUONO & GRAY, LLC

John A. Vuono
William A. Gray
Mark T. Vuono*
Dennis J. Kusturiss
Christine M. Dolfi
Louise R. Schrage
*Also Admitted in Florida

2310 Grant Building
Pittsburgh, PA 15219-2383
(412) 471-1800

Richard R. Wilson
of Counsel

Facsimile
(412) 471-4477

February 8, 2001

Re: Application of Alpha International Movers, Inc.
Docket No. A-00117495

file

Ms. Gale E. Travitz
Transportation Application Specialist
Bureau of Transportation & Safety
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

RECEIVED
BUREAU OF TRANSPORTATION & SAFETY
2001 FEB 12 PM 9:51

Dear Gale:

In accordance with your letter of February 2 returning the applicant's filing fee check, I am enclosing our firm check made payable the Pennsylvania Public Utility Commission in the sum of \$350 to cover the filing fee.

With the acceptance of this check, I hope that you will be able to expedite the processing of the transfer application.

Sincerely yours,

VUONO & GRAY, LLC

John A. Vuono

DOCKETED
FEB 12 2001

CW/12900

Enclosure

cc: Alpha International Movers, Inc.

**DOCUMENT
FOLDER**



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

IN REPLY PLEASE
REFER TO OUR FILE

February 12, 2001

JOHN A VUONO
ATTORNEY AT LAW
2310 GRANT BUILDING
PITTSBURGH PA 15219-2383

In re: A-00117495 - Application of Alpha International Movers, Inc.

Dear Mr. Vuono:

The application cited above has been captioned as attached and will be submitted for review provided no protests are filed on or before March 12, 2001. If protests are filed, you will be advised as to further proceeding.

You are further advised that the above application will be published in the Pennsylvania Bulletin of February 17, 2001.

Very truly yours,

Gale E. Travitz
Transportation Application Specialist
Bureau of Transportation & Safety

GET:rs

pc: ALPHA INTERNATIONAL MOVERS INC
PO BOX 4165
SAYLORSBURG PA 18353

DOCKETED
FEB 12 2001

DOCUMENT
FOLDER

A-00117495 ALPHA INTERNATIONAL MOVERS, INC. (P.O. Box 4165, Saylorsburg, Monroe County, PA 18353), a corporation of the State of New Jersey - household goods in use, between points in the counties of Monroe and Pike, and from points in said counties, to points in Pennsylvania, and vice versa; which is to be a transfer of all of the right authorized under the certificate issued at A-00112531 to Valentino DiGiacomo, t/d/b/a Stars Moving Company, subject to the same limitations and conditions. John A. Vuono, 2310 Grant Building, Pittsburgh, PA 15219-2383.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

VUONO & GRAY
ATTN WILLIAM A GRAY
2310 GRANT BLDG
PITTSBURGH, PA 15219-2383

DATE 2/14/01
RECEIPT # 198095

Application fees for ALPHA INTERNATIONAL MOVERS INC

Docket Number A-00117495..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 0397
CHECK AMOUNT: \$350.00

C. Joseph Meisinger
(for Department of Revenue)

DOCUMENT
FOLDER

DOCKETED

FEB 16 2001

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

FEB 17 2001

~~FEB 17 2001~~

**BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER**

February, 01

A-00117495

Application of Alpha International Movers, Inc., a corporation of the State of New Jersey, for the right to begin to transport, as a common carrier, by motor vehicle, household goods in use, between points in the counties of Monroe and Pike, and from points in said counties, to points in Pennsylvania, and vice versa; which is to be a transfer of all of the right authorized under the certificate issued at A-00112531 to Valentino DiGiacomo, t/d/b/a Stars Moving Company, subject to the same limitations and conditions.

GET:dk

02/06/2001

Application Received: 12/22/00

Application Docketed: 02/01/01

Protests due

MAR 12 2001