



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET
HARRISBURG, PENNSYLVANIA 17120
<http://www.puc.pa.gov>

January 30, 2023

A-8925895
A-2023-3037867

DATE OF DEPOSIT

FEB 06 2023

JON A THIELEN ESQUIRE
2 BALA PLAZA SUITE 300
BALA CYNWD PA 19004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Application of Point B Moving LLC

To Whom It May Concern:

On January 26, 2023, the application of Point B Moving LLC, at A-2023-3037867, as a motor carrier was accepted for filing and docketed with the Public Utility Commission. In order for the Commission to proceed with the application, additional information is required.

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

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

ALL Parties to proceedings pending before the Commission must open and use an e-filing account through the Commission's website, OR you may submit your filing by overnight delivery. If a filing contains confidential or proprietary material, the filing is required to be submitted by overnight delivery.

481321

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

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

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

Failure to comply with this request within 10 working days from the date of this letter will result in the denial of the application.

Please direct any questions to David Canzoneri, Bureau of Technical Utility Services at (717) 346-9738. Faxed or emailed filings are **not** accepted.

Sincerely,



Rosemary Chiavetta
Secretary

Enclosure

DATE OF DEPOSIT

FEB 06 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE OF DEPOSIT

**Docket No. A-2023-3037867
Point B Moving LLC**

FEB 06 2023

Request for Information

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

- 1.) In your answer to question # 3 of the Verified Statement of Applicant, you said that you meet the Commission's standard of experience through your time running Reliable Relocations (also listed as Reliable Relations in the application). Was Reliable Relocations/Relations a licensed household goods carrier? If so, please provide the PUC docket number where authority was granted. If Reliable Relocations/Relations was not a licensed household goods carrier, then please provide other evidence of a minimum of two years' experience working with a licensed household goods carrier or the equivalent.

I apologize for the spelling mistake. To clarify, the moving company name was Reliable Relocations. It was not a licensed carrier, however, if that does not qualify me then the following should meet the requirements:

I do want to emphasize that for the last three years my prior experience was with residential moving. My other experience was with low voltage electrical work. I drove large commercial trucks, including bucket trucks, during my tenure as a Low Volt Technician. This qualifies me to operate large commercial vehicles safely, along with my DOT Medical Examiner's certificate that I've attached to my application— which is a claim to my physical ability to operate a large commercial truck. Also, on the Federal Level, my DOT license and MC License is currently active to work as a motor carrier of goods.

Walter Leyrer is the Head of Operations and Managing Foreman for Point B Moving LLC. He has been an advising partner throughout this process and will oversee all future service that we provide. He has over 15 years moving experience and has worked for companies like Havertown Movers (9 years), O'malley Movers (4 years) and Lite Movers (6 years). I have included Walt's W-2 for 3 years to show proof of this. I also included his ID card and his Social Security Card. And if necessary, call Lite Movers at (610)-755-5535 to verify his employment or call Walter directly at (610) 990-9995.

Also, I added Walt to my operation agreement and I have included a copy of this in my response.

DATE OF DEPOSIT

FEB 06 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

POINT B MOVING LLC

A Pennsylvania Limited Liability Company

LLC Operating Agreement

FEB 06 2023

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
POINT B MOVING LLC**

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This Limited Liability Company Operating Agreement (this "Operating Agreement") of **Point B Moving LLC**, a Pennsylvania limited liability company (the "Company"), is entered into as of the 11 day of January, 2023, by and among the Company and the signatories hereto (and such other persons who shall be admitted in the future as members of the Company in accordance with the terms hereof and shall have agreed to be bound hereby), each being sometimes referred to individually as a "Member" and collectively as the "Members."

WITNESSETH:

WHEREAS, the Company was formed upon the filing of the Certificate of Organization (the "Certificate") with the Department of State of the Commonwealth of Pennsylvania on October 26, 2022; and

WHEREAS, the Founding Member (defined below) wishes to enter into this Operating Agreement to set forth his rights, obligations, and duties with respect to the Company.

NOW, THEREFORE, the Founding Member hereby forms a limited liability company pursuant to and in accordance with the Pennsylvania Limited Liability Company Law of 1994, as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is:

Point B Moving LLC

2. Term. The term of the Company shall be perpetual unless dissolved in accordance with the Act.

3. Purpose. The primary purpose of the Company is to provide residential moving services. Notwithstanding the foregoing, the Company may carry on any lawful business, purpose, or activity for which limited liability companies may be organized under the Act. The Company shall at all times: (A) maintain its own separate books, records, and bank accounts; (B) hold itself out to the public and all other persons as a legal entity separate from its Members and any other person; (C) not commingle its assets with assets of any other person; (D) conduct its business in its own name and strictly comply with all organizational formalities to maintain its separate existence; (E) maintain separate financial statements; (F) pay its own liabilities only out of its own funds; (G) maintain an arm's length relationship with its affiliates and its Members; (H) pay the salaries of its own employees, if any; (I) not hold out its credit or assets as being available to satisfy the obligations of others; (J) allocate fairly and reasonably any overhead for shared office space; (K) use separate stationery, invoices, and checks; (L) not pledge its assets for the benefit of any other Person; (M) correct any known misunderstanding regarding its separate identity; (N) maintain adequate capital in light of its contemplated business purpose, transactions, and liabilities; and (O) file its own tax returns, if any, and pay any taxes so required to be paid

under applicable law to the extent that it is not (1) part of a consolidated group filing a consolidated return or returns, or (2) treated as a division or disregarded entity for tax purposes of another taxpayer; provided, however, that the failure of the Company, or the Members on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Operating Agreement shall not affect the status of the Company as a separate legal entity. As used in this Operating Agreement, "Person" shall mean any real person or organized entity.

4. Members.

a. Founding Member. The initial Member of the Company shall be Michael A. Curcio (the "Founding Member").

b. Members. The Company initially shall have one class of membership interest in the form of voting common units ("Units"). A person acquiring an ownership interest in the Company shall become a Member and be issued Units. Each Member's ownership Percentage Interest is the ratio of such Member's Units to all outstanding Units ("Percentage Interest"). A Person shall become a Member and be issued Units upon payment to the Company of any required capital contribution, which shall have appurtenant to it the right to one vote per Unit whenever Members are entitled to vote under the terms of this Operating Agreement. Unless otherwise stated, all Company decisions and resolutions require the consent of the Founding Member. Upon execution of this Operating Agreement, each Member shall make the contribution set forth opposite such Member's name on Schedule A and shall receive the number of units set forth thereon. Schedule A, as updated from time to time, shall be the complete record of unit issuances in lieu of certificates and all Members are deemed to have been issued the units identified on Schedule A. Presently, the Company has a single Member, the Founding Member, and the name and address of such Member is as follows:

<u>Name</u>	<u>Address</u>
Michael A. Curcio	213 Stump Road North Wales, PA 19454

5. Office. The principal place of business of the Company in the Commonwealth of Pennsylvania shall be 213 Stump Road, in the City of North Wales, in the County of Montgomery. The Company may establish other places of business of the Company when and where required by or advisable to conduct the Company's business.

6. Management.

a. Management of the Company Generally. The business and affairs of the Company shall be managed by one or more managers ("Managers"). Unless authorized to do so by this Operating Agreement or by the Founding Member, no attorney-in-fact, Member, employee, officer, or agent of the Company, other than the Founding Member or a Manager, shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable pecuniarily for any purpose. Except for situations in which the approval of the Founding

Member or the Members is expressly required by this Operating Agreement or by non-waivable provision of the Act, the Managers shall have full and complete authority, power, and discretion to direct, manage, and control the business, affairs, and properties of the Company; to make all decisions regarding those matters; and to perform any and all other acts or activities customary or incident to the management of the Company's business.

b. Qualifications. Each Manager of the Company shall be a natural person of full age who need not be a resident of the Commonwealth of Pennsylvania.

c. Number, Selection, and Term of Office.

(1) Managers shall be appointed from time to time by the Founding Member. Initially, the Managers shall be Michael A. Curcio and Walter Leyrer (Operation Managing Foreman). There is no maximum on the number of Managers the Company may have.

(2) Each Manager shall hold office until a successor has been selected and qualified by the Founding Member or until his or her earlier death, resignation in accordance with 6(k) of this Operating Agreement, or removal by the Founding Member in accordance with 6(l) of this Operating Agreement.

d. Managers' Meetings. Meetings of the Managers shall be held at such time and place within or outside of the Commonwealth of Pennsylvania as shall be designated from time to time by resolution of the Managers.

e. Manner of Acting. Whenever any Company action is to be taken by a vote of the Managers of the Company, it shall be authorized upon receiving the concurrence of any one Manager. Any action of the Managers which may be taken at a meeting of the Managers may be taken by written consent upon the execution of such consent by any one Manager, acting singly. Where a vote has been taken by the Managers, in the case that multiple Managers exist and the Founding Member is not a Manager, whenever there is a tie vote, the Founding Member shall cast the determinative vote. If the Founding Member is the one of the Managers, the Founding Member may unilaterally authorize any actions of the Company.

f. Limitation of Managers' Authority.

(1) Notwithstanding the powers and authorities described in Section 6(a) above, unless prior written approval has been given by the Founding Member, the Managers shall not be authorized:

- (i) To hire employees;
- (ii) To determine compensation for employees;
- (iii) To discipline employees;
- (iv) To terminate employees;

- (v) To issue payroll on behalf of the Company;
- (vi) To perform bookkeeping functions for the Company;
- (vii) To employ accountants, legal counsel, managing agents, or other experts or consultants to perform services for the Company or to compensate them from Company funds;
- (viii) To purchase, hold, sell, exchange, transfer, or otherwise acquire or dispose of real or personal property, whether tangible or intangible, held by the Company;
- (ix) To sign contracts or enter into agreements on behalf of the Company;
- (x) To apply for loans on behalf of the Company;
- (xi) To open and close bank accounts on behalf of the Company;
- (xii) To pay Company bills or make withdrawals from Company funds;
- (xiii) To terminate contracts between the Company and customers, clients, vendors, or any other party in agreement with the Company;
- (xiv) To purchase liability or other insurance on behalf of the Company's property or business;
- (xv) To execute on behalf of the Company any other instruments or documents, including checks, drafts, notes, or other negotiable instruments; mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage, or disposition of the Company's property; assignments, bills of sale, leases, partnership agreements; or operating agreements of other limited liability companies; or
- (xvi) To dissolve the Company except as otherwise provided in Section 16 below.

g. Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon a certificate of the Managers to the effect that they are then acting as the Managers and upon the power of the Managers as herein set forth.

h. Liability for Certain Acts. The Managers shall perform their managerial duties in good faith, in a manner reasonably believed to be in the best interests of the Company, and with such care and business judgment as an ordinarily prudent person in a like position would use under similar circumstances, including the reliance in good faith upon the records of the

Company and upon such information, opinions, reports, or statements presented to the Company by the Managers, Members, officers, employees, or committees of the Company or by any other person, as to matters the Managers reasonably believe are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. The Managers do not, in any way, guarantee the return of the Members' capital contributions or a profit for the Members from the operations of the Company. The Managers who so perform the duties of the Managers shall not be personally liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless (i) the Manager has breached or failed to perform the duties of its position under the Act or this Operating Agreement; and (ii) the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness by the Manager. Nothing in this paragraph shall apply to the liability of a Manager pursuant to any criminal statute, or for the payment of taxes pursuant to federal, state, or local law.

i. Reliance on Reports and Information by Member or Manager. A Member or Manager of the Company shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any of its other Managers, Members, officers, employees, or committees of the Company, or by any other person, as to matters the Member or Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

j. Bank Accounts. Unless requested in writing by the Founding Member, neither the Managers nor other Members shall be authorized to open bank accounts in the name of the Company. The Founding Member shall be the sole signatory on any bank accounts opened in the name of the Company and any loan documents executed by the Company.

k. Resignation. A Manager of the Company may resign by giving written notice to the Company, which need not be accepted. The resignation of a Manager shall be effective upon acceptance of such notice, at an earlier time if the vacancy is filled, or at such later time as shall be specified in the notice. The resignation of a Manager who is also a Member shall also constitute the withdrawal of the Manager's rights as a Member, unless the Manager is the Founding Member. The resignation of a Member who is also a Manager shall constitute a withdrawal of the Member's right as a Manager.

l. Removal of Managers. Any Manager may be removed from office at any time by the Founding Member only. Removal of a Manager from office may be for any reason or no reason. The removal of a Manager who is also a Member shall also constitute the removal of their rights as a Member, unless the Manager is the Founding Member.

m. Vacancies. In the event of any vacancy with respect to a Manager occurring for any reason, the Founding Member shall appoint an interim Manager until the vacancy is filled.

n. Compensation. Without the approval of the Founding Member, the Managers will not be entitled to compensation for their services as Managers. The Company shall, however, reimburse the Managers for their reasonable expenses incurred in connection with their services to the Company.

7. Capital Contributions. The Founding Member has contributed to the Company an amount of money and the fair market value of property as his initial capital contribution, in exchange for which he has received 1,000.00 Units representing a 100% Percentage Interest in the Company.

8. Additional Contributions. In the event the Company needs additional capital, Members shall not be required to make additional capital contributions to the Company in accordance with the Members' Percentage Interests as reflected in Schedule A. However, Schedule A shall be amended to reflect any additional capital contributions to the Company.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated first to restore any net loss of the Company, and then to the Members in accordance with the Members' Percentage Interests. The Members intend that the Company be disregarded as an entity separate from its owners for U.S. tax purposes.

10. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts as determined by the Founding Member. The Founding Member may first provide for any reserves that he deems appropriate before allocating distributions to the Members.

11. Transfers. Members may sell, exchange, assign, gift, pledge, hypothecate, or otherwise transfer or offer to transfer all or any portion of such Member's interest in the Company, but the Company shall have a right to purchase the Units that any Member may propose to transfer. (Notwithstanding the foregoing, each Member's interest in the Company shall be deemed terminated upon his or her death and the value of such deceased Member's capital account will be paid to the executor, administrator, or personal representative of the deceased Member's estate.) Any transfer by a Member of any interest in the Company in contravention of this Operating Agreement shall be void and ineffectual and shall not bind or be recognized by the Company. No purported assignee shall have any right to any income, losses, or distributions of the Company.

12. Withdrawal of a Member. Any Member may withdraw from the Company in accordance with the Act.

13. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company from time to time by the Founding Member in his sole discretion.

14. Member Removal. Excluding Michael A. Curcio, any Member may be removed as a Member of the Company by the Founding Member in his sole discretion. Removal of a Member from the Company may be for any reason or no reason and such removal shall constitute a

termination of the removed Member's interest in the Company. Upon removal, a Member shall not be entitled to receive any form of compensation from the Company.

15. Indemnification.

a. Indemnification Generally. The Company shall indemnify, save harmless, and pay all judgments and claims against any Member, Manager, or employee ("Company Representative") relating to any liability or damage incurred by reason of any act performed or omitted to be performed by the Company Representative in connection with the Company's business, provided that the Company Representative has given the Company written notification of the claim within ten (10) days of either service of process upon the Company Representative or the Company Representative's actual or constructive notice of the claim. Upon receipt of the Company Representative's written notification of the claim, the Company shall provide legal representation for the Company Representative in connection with the defense of any action based on any such act or omission. Notwithstanding any provision of this Operating Agreement, the Company will not indemnify, or the pay the expenses (including attorney's fees) of, any Company Representative:

(1) In a suit or claim brought by the Company Representative, unless such person has acted in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Company;

(2) In the case of a criminal proceeding, unless such Company Representative had no reasonable cause to believe that the conduct at issue was unlawful; or

(3) To the extent that an Indemnified Representative of the Company has been successful on the merits or otherwise in defense of any proceeding or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

b. Liability to the Company. No Company Representative shall be liable, in damages or otherwise, to the Company or to any Member for any loss or liability that arises out of any act performed or omitted to be performed by such Company Representative pursuant to the authority granted by this Operating Agreement, other than any loss or liability that results from acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.

c. Contribution. If the indemnification provided for in this Section or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Company shall contribute to the liabilities to which the indemnified person may be subject in such proportion as is appropriate to reflect the intent of this Section or otherwise.

d. Scope of this Section. The rights granted by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution, or advancement of expenses may be entitled under any statute, agreement, or otherwise, both as to

action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution, and advancement of expenses provided by or granted pursuant to this Section shall continue as to a Person who has ceased to be a Company Representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators, and personal representatives of such a Person.

16. Dissolution. The Company shall be dissolved upon the decision of the Founding Member that it is no longer in the best interests of the Company to continue the business of the Company, or upon the entry of an order of judicial dissolution under the Act. In the event of dissolution, the Founding Member shall wind up the business of the Company in the following order of priority: (i) for payment of the Company's liabilities and obligations to its creditors (including creditors who are also Members), and the expenses of such dissolution, (ii) to the setting up of any reserves that the Founding Member may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, and (iii) to the Members on a pro rata basis.

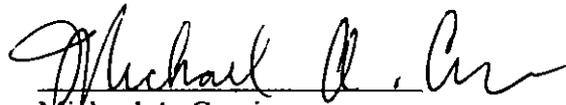
17. Amendments. This Operating Agreement may be amended from time to time by the Founding Member in his sole discretion.

18. Entire Agreement. This Operating Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement or understanding among the parties hereto with respect to the subject matter hereof.

19. Governing Law. This Operating Agreement shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Operating Agreement as of the date first written above.

Michael A. Curcio, Founding Member


Michael A. Curcio

1/11/23

DATE OF DEPOSIT

FEB 06 2023

PA PUBLIC UTILITIES COMMISSION
SECRETARY'S BUREAU

Walter Leyrer,
Manager/Operation Managing Foreman


Walter Leyrer

POINT B MOVING LLC
COUNTERPART SIGNATURE PAGE
TO OPERATING AGREEMENT

Jan 11, 2023

The undersigned, desiring to become a member as of the date set forth above of **Point B Moving LLC**, a Pennsylvania limited liability company (the "Company"), hereby adopts and agrees to be bound by all of the terms and provisions of, and shall be entitled to all of the benefits and privileges of, the Operating Agreement among the Company and the members of the Company (the "Operating Agreement"), and further authorizes the Company to attach this signature page to the Operating Agreement in order to make the undersigned a party to the Operating Agreement.

Walter Leyrer
Name:
Address:
160 Long Lane Apt 412
Upper Darby Pa 19082

Acknowledged and Agreed as of
Jan 11, 2023

Point B Moving LLC

By: Walter Lynn
Name:
Title: operations manager/Foreman

DATE OF DEPOSIT
FEB 06 2023
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SCHEDULE A

Units

MEMBER NAME	NUMBER OF UNITS	PERCENTAGE INTEREST
Michael A. Curcio	1,000	100%

*The contribution amount reflects the sum of all expenditures made by and the fair market value of property of Michael A. Curcio prior to the Company's formal organization in connection with establishing the Company and acquiring the assets necessary to operate the Company.

Note: Schedule A, as updated from time to time, shall be the complete record of Unit issuances and Percentage Interests, and all Members are deemed to have been issued the Units and Percentage Interests identified on Schedule A.

DATE OF DEPOSIT

FEB 06 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU