

- DOT# 3103710
- PUC# A-8921071
- MC# 1036088



- LOCAL & LONG DISTANCE MOVING
- MEMBER OF AMSA & PMSA
- BBB A+ RATING

Friday, March 24th, 2023

Commonwealth of Pennsylvania
ATTN: Rosemary Chiavetta, Secretary of Commission
400 North Street
Harrisburg, PA. 17120

DATE OF DEPOSIT

MAR 24 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Mrs. Chiavetta,

Please let this letter serve as notification that PUC #A-8921071 - A-2018-3001158 under name Robert C J Miller JR requires a name change, there has been no change in ownership of the business just a formation of a limited liability company partnership. We would like to request this entity name be changed to Shively's Moving and Storage, LLC. I have attached all the requested documents for your review. Please feel free to reach out to me with any questions regarding this change.

Regards,

Robert C J Miller Jr.

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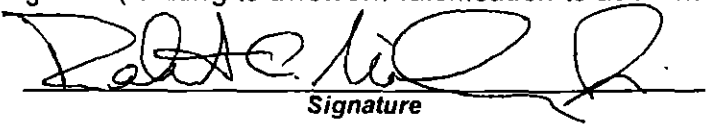
Friday, March 24th, 2023

Requested Documentation

- PUC Letter and Certificate for A-8921071
 - LLC Certificate of Organization Domestic Limited Liability Company
 - Shively's Moving and Storage LLC Operating Agreement
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VERIFICATION

I, Robert C J Miller JR, hereby state that the facts above set forth are true and correct (or 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).


Signature

3/24/2023
Date

DATE OF DEPOSIT

MAR 24 2023

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



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

August 13, 2018

IN REPLY PLEASE
REFER TO OUR FILE

A-8921071

A-2018-3001158

USDOT NOT REGISTERED

ROBERT C J MILLER JR
4560 GRAYSTONE DRIVE
NAZARETH PA 18064

Re: Application for Transfer of Household Goods in Use Authority filed by Robert C. J. Miller, Jr., 4560 Graystone Drive, Nazareth, Northampton County, Pennsylvania, 18064. (610) 867-4513 To transport, as a common carrier, by motor vehicle, household goods in use, between points in Pennsylvania. A-2018-3001158

To Whom It May Concern:

The records of the Commission show that the applicant has complied with the necessary requirements.

Enclosed, is the CERTIFICATE OF PUBLIC CONVENIENCE evidencing the Commission's approval of the right to operate as a motor carrier. The number on the Certificate, which is also the first A# at the top of this page, is the PA P.U.C. No. which should be used for identification markings on the vehicle(s).

Certificate holder is advised to become familiar with the requirements of 52 Pa. Code. Failure to comply with all applicable requirements may subject the carrier to penalties, including fines suspension of operating rights or cancellation of authority. Title 52 of the Pennsylvania Code may be accessed on the World Wide Web at www.pacode.com.

Kindly attach the enclosures to the compliance order previously issued and mailed to you.

Very truly yours,

Rosemary Chiavetta
Secretary

NW

PENNSYLVANIA PUBLIC UTILITY COMMISSION

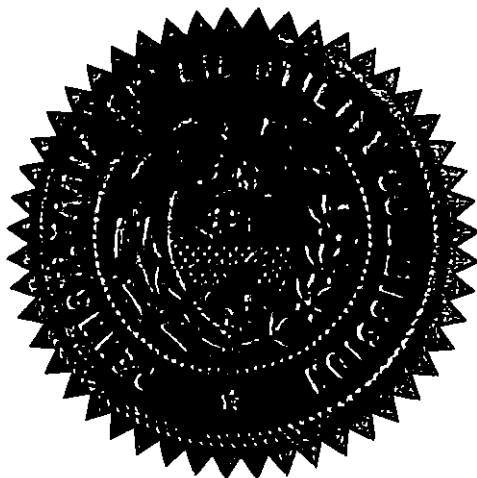
IN THE MATTER OF : A-8921071


Application for Transfer of Household Goods in Use Authority filed by Robert C. J. Miller, Jr., 4560 Graystone Drive, Nazareth, Northampton County, Pennsylvania, 18064. (610) 867-4513 To transport, as a common carrier, by motor vehicle, household goods in use, between points in Pennsylvania. A-2018-3001158

EFFECTIVE: August 13, 2018


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 13th day, of August, 2018.




Secretary

**PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: Henry R Newton <small>Name</small> 127 North Fourth Street, <small>Address</small> Easton PA 18042 <small>City State Zip Code</small>	Certificate of Organization Domestic Limited Liability Company DSCB:15-8821(rev. 2/2017)  8821
<input type="checkbox"/> Return document by email to: _____	

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$125.00 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 15 Pa.C.S. § 8821 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
 Shlvley's Moving & Storage LLC

2. Complete part (a) or (b) – not both:

(a) The address of the limited liability company's initial registered office in this Commonwealth is:
 (post office box alone is not acceptable)

2739 Santee Road	Bethlehem	PA	18020	Northampton
<small>Number and Street</small>	<small>City</small>	<small>State</small>	<small>Zip</small>	<small>County</small>

(b) name of its commercial registered office provider and the county of venue is:

c/o:

<small>Name of Commercial Registered Office Provider</small>	<small>County</small>
--------------------------------------------------------------	-----------------------

3. The name of each organizer is (all organizers must sign on page 2):

<small>Name</small>	<small>Address</small>
Robert C Miller	4560 Graystone Drive , Nazareth , Northampton , PA , United States , 18064

4. Effective date of Statement of Registration (check, and if appropriate complete, one of the following):

The Certification of organization shall be effective upon filing in the Dept of State.

The Certification of organization shall be effective _____ at _____
on: Date(MM/DD/YYYY) Hour (if any)

Entity# : 6674447
Date Filed : 03/20/2018

Robert Torres

Acting Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Return document by mail to:

Henry R Newton
Name

127 North Fourth Street
Address

Easton PA 18042
City State Zip Code

Return document by email to: _____

Certificate of Amendment-Domestic
Limited Partnership/Limited Liability Company
DSCB:15-8622/8822(rev. 2/2017)



8622

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$70.00

Check one: Limited Partnership (§ 8622) Limited Liability Company (§ 8822)

In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Certificate of Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:

Shivley's Moving & Storage LLC

2. The date of filing of the original Certificate of Limited Partnership/Certificate of Organization:

2/26/2018

Date(MM/DD/YYYY)

3. The current registered office address on file with the Department of State: Complete part (a) OR (b) – not both:

(a) 2739 Santee Road, Bethlehem, PA, 18020, Northampton,

Number and Street	City	State	Zip	County
2739 Santee Road	Bethlehem	PA	18020	Northampton

(b) c/o:

Name of Commercial Registered Office Provider	County

4. Check, and if appropriate complete, one of the following:

The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:

The name of the limited liability company is "Shively's Moving & Storage LLC"

The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

5. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Date(MM/DD/YYYY) Hour (if any)

5. **Restricted professional companies only.**

Check the box if the limited liability company is organized to render a restricted professional service and check the type of restricted professional service(s).

- The company is a restricted professional company organized to render the following restricted professional service(s):
 - Chiropractic
 - Dentistry
 - Law
 - Medicine and surgery
 - Optometry
 - Osteopathic medicine and surgery
 - Podiatric medicine
 - Public accounting
 - Psychology
 - Veterinary medicine

6. **Benefit companies only.**

Check the box immediately below if the limited liability company is organized as a benefit company:

- This limited liability company shall have the purpose of creating general public benefit

Optional specific public benefit purpose. Check the box immediately below if the benefit company is organized to have one or more specific public benefits and supply the specific public benefit(s). See instructions for examples of specific public benefit.

- This limited liability company shall have the purpose of creating the enumerated specific public benefit(s):

7. **For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.**

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 26 day of February, 2018.

Robert C Miller

Signature

OPERATING AGREEMENT
FOR SHIVELY'S MOVING & STORAGE, LLC
A PENNSYLVANIA LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT is made by and between the Members of **SHIVELY'S MOVING & STORAGE, LLC**, a limited liability company, referred to in this Agreement as the "Company".

ARTICLE 1 - FORMATION

Name

1.1. The name of the Company is **SHIVELY'S MOVING & STORAGE, LLC**.

Purpose

1.2. The purpose for which this Company is formed is to engage in any lawful act, business, or activity for which a limited liability company may be formed under the laws of the Commonwealth of Pennsylvania, and to do any and all things determined by the Managers to be necessary, desirable, or incidental to the foregoing purpose.

Term

1.3. The duration of the Company's existence shall be perpetual.

Principal Office

1.4. The principal office of the Company is located at 2109 Willow Park Road, Bethlehem, PA 18020. The Managers may change the principal place of business and establish additional places of business as they deem necessary or desirable to conduct the business of the Company.

Registered Office

1.5. The Company's initial registered office in Pennsylvania is located at 2739 Santee Road, Bethlehem, PA 18020.

ARTICLE 2 - MANAGEMENT

Number of Managers and Election of Managers

2.1. The initial Manager is Robert C. Miller.

Power and Authority

2.2. The Manager shall possess all rights and powers generally conferred by law and all rights and powers that are necessary, advisable, or consistent with law and with the provisions of this Agreement.

Each Member shall have signature authority on any and all depository accounts in the name of the Company. Further, each Member shall have the right to access and review any and all bank documentation including but not limited to statements of account for any and all depository accounts created in the name of the Company.

Each Member, individually, shall have signature authority on any checks drawn on any depository accounts created for the Company. It shall not be necessary both Members to execute a check. Rather, each Member shall have that power and authority individually. The Members may confer this authority to a third party such as an Office Manager with the written approval by both Members, i.e., signature authority on any checks drawn on any

depository account created for the Company.

Authority to Contract on Behalf of Company

2.3. The Manager shall have the authority to enter into contracts and incur obligations on behalf of the Company.

Execution of Documents

2.4. The Manager has the authority to execute documents and instruments for the acquisition, mortgage, or disposal of property on behalf of the Company.

Compensation

2.5. The Members' compensation, if any, shall be determined by the Members on an annual basis, at the annual meeting of Members.

Good Faith Duty

2.6. The Manager shall manage or cause to be managed the affairs of the Company in a prudent and businesslike manner and shall devote such time to the Company affairs as they shall, in good faith, determine is reasonably necessary for the conduct of the affairs of the Company. However, it is expressly understood and agreed that the Manager shall not be required to devote his entire time or attention to the business of the Company.

Removal of Manager for Cause

2.7. The Members may remove any Manager prior to the expiration of the Manager's term if:

(a) The Manager becomes disqualified or fails to maintain the qualifications in accordance with Paragraph 2.1.

(b) The Manager acts outside the scope of the Manager's authority.

Removal of Manager by Consent of Members

2.8. At any meeting of Members called expressly for the purpose, any Manager may be removed for any reason, with or without cause, on a resolution adopted by the Members.

Quorum of Managers

2.9. At all meetings of the Members, both Members outlined herein shall be necessary and sufficient to constitute a quorum for the transaction of business.

Action by Managers

2.10. An act of the managers is effective if a majority of Managers vote approval of the act at a meeting at which a quorum of Managers is present.

Regular Meetings of Managers

2.11. Regular meetings of the Managers shall be held at 2109 Willow Park Road, Bethlehem, PA 18020, or at another location designated by the Managers. By resolution, the Manager is

authorized to designate, from time to time, a place or places other than that specified above as the place for regular meetings of the Managers.

Special Meetings of Managers

2.12. Special meetings may be called by any Manager and shall be held at 2109 Willow Park Road, Bethlehem, PA 18020 or such other location as designated by the Manager. Written notice of the time and place of special meetings shall be delivered personally to the Managers or sent to each Manager by U.S. mail or facsimile machine at the Manager's address as shown on the records of the Company. Notice that is mailed must be deposited in the U.S. mail at least forty-eight (48) hours prior to the time set for the meeting.

Notice of Purpose of Meetings

2.13. Notice of any special meetings of the Managers shall specify the purpose of the meeting or the business to be transacted at the meeting, in addition to the place, date, and time of meeting.

ARTICLE 3 - MEMBERS

Membership Contributions

3.1. Contributions to the Company by each Member are as follows:

(a) Robert C. Miller - FORTY-SEVEN THOUSAND FIVE HUNDRED TWENTY AND 00/100 (\$47,520.00) DOLLARS.

(b) Kelly E. Barr - THIRTY-ONE THOUSAND SIX HUNDRED EIGHTY

AND 00/100 (\$31,680.00) DOLLARS. (Subject to a Note dated even date herewith in favor of Robert C. Miller).

Profit Percentage and Basis of Distribution

3.1.1. The amount of cash and other assets shall be distributed to each Member based on the following percentages:

- (a) Robert C. Miller - 60%
- (b) Kelly E. Barr - 40%

Requests for Records

3.2. All requests by Members or assignees of a membership interest for copies of Company records must be sent to Robert C. Miller at 2109 Willow Park Road, Bethlehem, PA 18020.

New Members

3.3. A person may become a Member of the Company if adopted by a unanimous vote (2/2) of the existing members, provided that the person makes a contribution to the Company in an amount which is agreed to by all current Members.

Vote on Action by Members

3.4. An act of the Members of record is effective if both co-managing Members vote to adopt the act at a meeting at which a quorum of Members is present, in accordance with the following voting regulations:

- (a) **Number of Votes.** Each member is entitled to one vote.
- (b) **Notice of Meetings.** For any meeting at which a matter is to be voted on by the Members, the Company must give to each

Member notice of the time, place, and purpose of a meeting. Written notice of the time and place of meetings shall be delivered personally to the Members or sent to each Member by U.S. mail or facsimile machine at the Member's address as shown on the records of the Company. For mailed notice, the notice must be deposited in the U.S. mail at least seven days prior to the time the meeting is scheduled to be held. Other types of notice must be sent or delivered at least five days prior to the time the meeting is scheduled to be held.

(c) **Action by Consent Without Meeting.** Any action permitted to be taken by the Members may be taken without a meeting if all Members individually or collectively consent by signing a writing approving of the action. Any action by written consent shall have the same force and effect as a unanimous vote of the Members.

(d) **Record Date.** Only persons whose names are listed as Members in the official records of the Company seven (7) days before any meeting of the Members shall be entitled to notice of or to vote at that meeting.

(e) **Quorum.** At all meetings of the Members, both co-managing Members outlined herein shall be necessary and sufficient to constitute a quorum for the transaction of business.

(f) **Vote by Proxy.** Members may vote either in person or by proxy. Proxies must be executed in writing by the Members. A

telegram, telex, cablegram, or similar transmission by the Member, or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by a Member is deemed an execution in writing for purposes of this provision.

Liability of Member or Managers to Third Parties

3.5. A Member or Manager is not liable for the debts, obligations, or liabilities of the Company, including liability under a judgment decree or order of a court, except to that extent the Company is liable as a direct result of an action beyond the scope of authority or the misconduct of the Member or Manager.

Assignment of Membership Interest

3.6. A Member may not assign the Member's interest in the Company except with the written consent of all of the other Members of record. If consent is obtained, a Member may assign the Member's interest only in its entirety. Any assignment does not entitle the assignee to become a Member.

Rights of Assignee to Become Member

3.7. An assignee of a membership interest does not become a Member of the Company except with the written consent of all of the other Members of record.

Obligations of Member by Assignment

3.8. A person who becomes a Member as a result of an assignment of a membership interest assumes all of the obligations of the assignor, including liabilities unknown to the assignee at

the time the assignee became a Member.

Obligation to Make Contribution

3.9. A Member of record has an absolute obligation to perform a written promise to make a contribution, or otherwise pay cash or transfer property owed to the Company. However, a Member's representative or Member's successor in interest is relieved of such obligation in the event of the Member's death or complete disability.

Distributions Before Member's Withdrawal

3.10. Before a Member's withdrawal and before the winding up of the Company, a Member is entitled to receive distributions from the Company equal to their initial capital contribution and in addition, any net profits of the Company pursuant to their profit percentage, as outlined herein. The term "net profits" means income or gain of any kind received or deemed to be received by the Company according to generally accepted accounting procedures. However, the Company shall not be required to make any distribution that will impair the ability of the Company to pay its existing debts and obligations as they mature.

Withdrawal of Member

3.11. (a) A Member of the Company may withdraw as a Member

(i) When the Member gives sixty (60) days' written notice to all of the other Members of record.

(ii) When the Member assigns the Member's interest in the Company in accordance with this Agreement.

(b) A Member of the Company ceases to be a Member, and is deemed to have withdrawn from the Company, on the occurrence of any of the following events:

(i) When the Member files a voluntary bankruptcy petition.

(ii) If the Member is a natural person, the death of the Member or an adjudication of a court of competent jurisdiction that the Member is incompetent to manage his or her person or property.

(iii) If the Member is a corporation, on the filing of a certificate of dissolution for the corporation or the revocation of the corporation's charter.

Distribution on Withdrawal

3.12. Within sixty (60) days after withdrawal, a withdrawing Member is entitled to receive distributions from the Company equal to their initial capital contribution, and in addition, net profits of the Company in accordance with the profit percentage outlined herein. The term "net profit" means income or gain of any kind received or deemed to be received by the Company according to generally accepted accounting procedures. However, the Company may not be required to make any distribution that will impair the ability of the Company to pay its debts and obligations as they may nature.

Distributions in Kind

3.13. The Company may make a distribution in a form other than cash. However, no Member may be compelled to accept a distribution of assets in kind from the Company to the extent that

the portion of assets distributed to the Member exceeds the percentage of the Company.

IN WITNESS WHEREOF, the Members of the Company have executed this Agreement on March 27, 2018.

MEMBERS:



Robert C. Miller



Kelly E. Barr

Shively's
3242 Farmersville Rd
Bethlehem, PA 18020

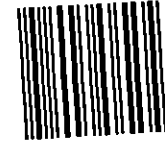
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Secretary PA PUC
400 North Street
2nd Floor
Harrisburg, PA 17120

RECEIVED

MAR 27 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU