

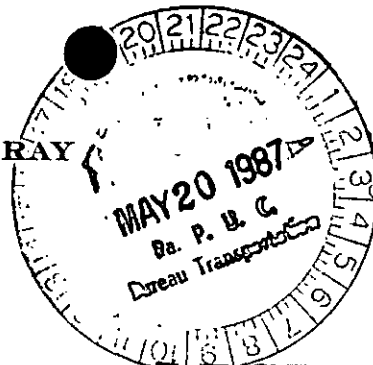
LAW OFFICES

**VUONO, LAVELLE & GRAY**

2310 GRANT BUILDING  
PITTSBURGH, PA. 15219

JOHN A. VUONO  
WILLIAM J. LAVELLE  
WILLIAM A. GRAY  
MARK T. VUONO  
RICHARD R. WILSON  
DENNIS J. KUSTURISS

May 18, 1987



(412) 471-1800

Re: Application of Bulk, Inc.  
Docket No. A-00106205, F.  
Our File 3116-3

**RECEIVED**

MAY 20 1987

SECRETARYS OFFICE  
Public Utility Commission

Mr. Jerry Rich, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17120

*A-106205  
F. 1, Am-14*

Dear Mr. Rich:

We enclose for filing with the Commission the signed original and two copies of the application of the above carrier.

We are enclosing a check in the amount of \$125 to cover the filing fee. This will confirm that our law firm will guarantee collection of the funds evidenced by the check.

We realize that this application is on the old form and we request that the application nevertheless be accepted for filing. The application was sent out for signature prior to the change in the form and because of unavailable delays has only now been returned to us.

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

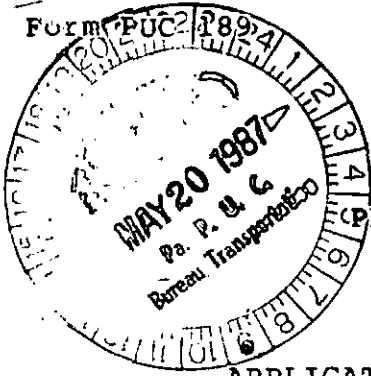
Very truly yours,

VUONO, LAVELLE & GRAY

*William A. Gray*  
William A. Gray

cas  
Enclosures  
cc: Bulk, Inc.





BEFORE

RECEIVED

PENNSYLVANIA PUBLIC UTILITY COMMISSION

MAY 20 1987

SECRETARYS OFFICE  
Public Utility Commission

APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT

(see instructions before preparing application)

In re: Application of

APPLICATION DOCKET

BULK, INC.

No. A-00106205

Folder No. 1, Am-A

for a certificate of public convenience or a permit evidencing the Commission's approval of the right and privilege of operating motor vehicles as a motor carrier for the transportation of property.

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. The name and address of applicant are:

Bulk, Inc.

(Applicant's or trade name, if any)

P.O. Box 494

(Street and number)

Council Bluffs

(City)

51502

(Zip)

Iowa

(State)

(County)

DOCKETED  
APPLICATION DOCKET  
JUN 3 1987  
ENTRY No. mw

DOCUMENT  
FOLDER

2. The name and address of applicant's attorney are:

WILLIAM A. GRAY, ESQ.

2310 Grant Building

Vuono, Lavelle & Gray

Pittsburgh, Pennsylvania

15219

(Name)

(Address)

(Zip)

3. Applicant designates

William A. Gray, Esq.

(Name)

2310 Grant Building

Pittsburgh, PA

15219

(Address)

(Zip)

as the person upon whom

service of any notice, process or order of the Public Utility Commission may be made for him or it.

APPL: A-106205

COMPL

MVIC

CHECKED BY mw

F. 1 AMENDMENT A

4. Applicant is ..... a corporation .....  
(Individual, partnership or corporation - if an individual, must be 18 years of age or over)

Applicant, if an individual or partnership, is doing business under the trade name of .....

The said trade name ..... been registered with the (has or has not)

Secretary of the Commonwealth on ....., 19 ....., and with the Prothonotary of ..... (County)

County on ....., 19 ....., in accordance with the provisions of the Fictitious Name Act of June 28, 1917, as amended.

Applicant, if a partnership, attaches hereto, as an exhibit, a copy of the partnership agreement and asserts that the names and addresses of the partners are as follows:

Name	Post Office Address	County
.....	..... (Zip)	.....
.....	..... (Zip)	.....
.....	..... (Zip)	.....

Applicant, if a corporation, was organized under the laws of the State of ..... Nebraska ....., and attaches hereto as an exhibit a statement of it charter purpose(s). Applicant (if a foreign corporation) qualified to do business in Pennsylvania by registering in the office of the Secretary of the Commonwealth on the ...18th... day of ....April....., 19 85....

5. Applicant now holds the following certificates of public convenience or permits (include those issued by Interstate

Commerce Commission and any other states): .....

.....

6. Applicant desires to operate motor vehicles as follows: (state type, size and quantity) ..No additional equipment.....

.....

.....

Number of vehicles now owned or to be purchased by applicant ..No additional equipment.....

.....

Number of leased vehicles operated or to be operated by applicant ..No additional equipment.....

.....

7. Applicant is financially able to furnish adequate service to the public and submits the following statement of financial condition: (See Supplement to Paragraph 7)

ASSETS

Motor vehicle equipment .....	\$ .....
Land, buildings and structures .....	\$ .....
Other property .....	\$ .....
Cash .....	\$ .....
Notes and accounts receivable .....	\$ .....
Materials and supplies .....	\$ .....
Other assets (attach schedule) .....	\$ .....
Total Assets .....	\$ .....

LIABILITIES

Mortgages payable .....	\$ .....
Equipment obligations .....	\$ .....
Notes and accounts payable .....	\$ .....
Other liabilities (attach schedule) .....	\$ .....

Reserve for depreciation - motor vehicles ...	\$ .....
Reserve for depreciation - other .....	\$ .....
Capital stock (corporations only) .....	\$ .....
Surplus (corporations only) .....	\$ .....
Total Liabilities .....	\$ .....

NET WORTH

For corporations .....	\$ .....
Capital stock .....	\$ .....
Surplus .....	\$ .....
For individuals or partnerships	\$

8. The nature and character of the service to be rendered by applicant as a        common carrier or as a XXXX contract carrier under the terms of the attached contract or agreement, are as follows: (See instructions)
  
9. (a) If applicant seeks authority as a        common carrier, state information why the proposed service is necessary or proper for the service, accommodation and convenience of the public.
- (b) If applicant seeks authority as a XXXX contract carrier, applicant certifies that he is fit, willing and able properly to perform the service of a contract carrier by motor vehicle and to conform to the lawful orders and regulations of this Commission, and that the proposed service will be consistent with the public interest and will not interfere with the service and regulations of common carriers by motor vehicles and the policy declared in Section 801 of the Public Utility Law.
  
10. Applicant is not now engaged in any intrastate transportation of property for compensation in Pennsylvania (except as authorized by the certificates of public convenience or permits specified in Paragraph 5) and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation shall be received.
  
11. If the evidence presented in support of this application shows that applicant, although applying for a certificate of public convenience as a common carrier, would be entitled to

a permit as a contract carrier, or if applying for a permit, would be entitled to a certificate, as aforesaid, applicant agrees that the application may be considered by the Commission to be for the appropriate form of authority.

Wherefore, applicant prays your Honorable Commission to issue            a certificate of public convenience; XXXXX a permit; under the provisions of the Pennsylvania Public Utility Law, evidencing its approval of the right to operate motor vehicles for the transportation of property as described in Paragraph 8 of this application.

CORPORATE SEAL

..... Bulk, Inc. ....  
(print name of corporation,  
partnership, trade-name or  
individual)\*

By:

..... *Earl Wood* .....  
(Signature)  
Earl D. Wood, President

.....  
(Signature)

.....  
(Signature)

\*If a partnership, each partner must sign; if a corporation, at least one officer must sign, and corporate seal affixed.

~~COMMONWEALTH OF NEBRASKA~~

STATE OF ~~XXXX~~ NEBRASKA

COUNTY OF DOUGLAS

SS


..... Earl D. Wood ..... being duly sworn (affirmed)  
(Affiant)

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.

..... *Earl Wood* .....  
(Signature of Affiant)  
Earl D. Wood

Sworn and subscribed before me this ..11th.. day of ..May.... 1987.....

*Phyllis Traver* .....  
(Signature of official  
administering oath)

 GENERAL NOTARY - State of Nebraska  
PHYLLIS TRAVER  
My Comm. Exp. July 10, 1988

My Commission expires : July 10, 1988

SUPPLEMENT TO PARAGRAPH 4

Corporate Purpose Clause

The general nature of the business to be transacted, promoted and carried on by the corporation, and the objects and purposes for which the corporation is organized are to do any and all of the things herein mentioned as fully and to the same extent as natural persons might or could do and in any part of the world, including:

- (a) To engage in the business of hiring, letting, licensing, leasing, renting or chartering of automobiles, trucks and motor driven vehicles of every kind, model and description and generally to conduct an automobile and truck rental and leasing business, under franchise or otherwise; to purchase, sell, repair and distribute automobiles, trucks and motor driven vehicles; and to purchase, sell and distribute all supplies, accessories, parts, oils, grease, fuels and petroleum products of every kind, nature and description.
- (b) To promote, institute, enter into, conduct, perform, assist or participate in every kind of commercial, agricultural, mercantile, manufacturing, mining, or industrial enterprise, business, work, contract, undertaking, venture and operation in any part of the world and, for any such purpose, to purchase, lease and otherwise acquire, take over, hold, sell, liquidate, and otherwise dispose of the real estate, crops, livestock, plants, equipment, inventory, merchandise, materials, stock, good will, rights, franchises, concessions, patents, trademarks and trade names and other properties of any individuals, corporations, associations, partnerships, firms, trustees, syndicates, ventures, combinations, organizations and other entities located in or organized under the laws of any part of the world; to continue, alter, exchange and develop their business, assume their liabilities, guarantee or become surety for the performance of their obligations, reorganize their capital and participate in any way in their affairs, and to take over, as a going concern, and to continue in its own name, any business so acquired, all in accordance with and to the extent permitted by law.

- (c) To adopt, apply for, obtain, register, purchase, lease and otherwise acquire, and to maintain, protect, hold, control, use, own, exercise, exploit, operate, introduce, develop, pledge, sell, assign, grant licenses and other rights with respect to and otherwise dispose of, and generally deal in and with inventions, improvements, processes, copyrights, patents, applications for patents, licenses, trademarks, trade names, designs, labels, picturizations, distinctive marks and similar rights of any nature and whether or not granted, registered or re-established by or under the laws of the United States or of any state thereof or of any other country or place.
- (d) To pay for any property, securities, rights or interests acquired by this corporation in cash or other property, rights or interests held by this corporation, or by issuing and delivering in exchange therefor its own property, stock, shares, bonds, debentures, notes, warrants for stock, certificates of indebtedness or other obligations or securities howsoever evidenced.
- (e) In carrying on its business and for the purpose of furthering its objects and purposes, to enter into and perform agreements and contracts of any nature with any government, state, territory, district, municipality, political or governmental division or subdivision, body politic, corporation, association, partnership, firm, trustee, syndicate, individual, combination, organization or entity whatsoever. In general, to carry on any other business and to have and exercise all of the powers conferred by the laws of the State of Nebraska upon corporations formed under the Nebraska Business Corporation Act, and any enlargement of such powers conferred upon corporations under said Act by subsequent legislative acts, and to do any and all of the things hereinbefore set forth, to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in these Articles of Incorporation, but the objects and purposes specified in each of the foregoing clauses of this Article shall be regarded as independent objects and purposes.

SUPPLEMENT TO PARAGRAPH 8

Scope of Authority

The nature and character of the service to be rendered as a contract carrier is as follows:

Property for Conversion Systems, Inc. between points in Pennsylvania.

BULK, INC.  
BALANCE SHEET  
December 27, 1986

ASSETS

CURRENT ASSETS:

CASH		\$ 1,078
ACCOUNTS RECEIVABLE		4,025
OPERATING MATERIAL AND SUPPLIES		6,760
PREPAID EXPENSES		834
ADVANCE DUE FROM PARENT CORPORATION		<u>41,214</u>

TOTAL CURRENT ASSETS		\$ 53,917
----------------------	--	-----------

PROPERTY AND EQUIPMENT, AT COST:

SHOP AND SERVICE EQUIPMENT	29,476	
FURNITURE AND FIXTURES	<u>11,466</u>	
TOTAL	30,942	
ACCUMULATED DEPRECIATION	<u>11,204</u>	<u>19,738</u>

\$ 73,651  
=====

LIABILITIES & STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

ACCOUNTS PAYABLE		\$ 3,106
ACCRUED LIABILITIES		<u>344</u>

TOTAL CURRENT LIABILITIES		\$ 3,450
---------------------------	--	----------

STOCKHOLDER'S EQUITY

COMMON STOCK	\$15,000	
RETAINED EARNINGS	<u>55,201</u>	<u>70,201</u>

TOTAL LIABILITIES AND EQUITY		\$ 73,651 =====
------------------------------	--	--------------------

## BILATERAL AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of May, 1987, by and between **CONVERSION SYSTEMS, INC.**, hereinafter designated as **SHIPPER**, and Bulk, Inc., hereinafter designated **CARRIER** and SHIPPER desires the transportation services of CARRIER, the parties have agreed to the following terms and conditions under which all of such transportation be performed.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, it is hereby agreed that:

1. SHIPPER shall tender traffic as available from its point of shipment near Masontown, Pennsylvania and CARRIER shall provide service pursuant to authority granted by the Pennsylvania Public Utility Commission.

2. **CARRIER** shall receive from SHIPPER such quantities of goods as may be tendered for transportation from time to time, and CARRIER shall make all reasonable effort to have the required equipment available.

3. CARRIER shall transport and carry such goods without delay caused by anything within CARRIER's control.

4. **INSURANCE, INDEMNIFICATION AND CLAIMS.**

a. **Insurance**: CARRIER will procure and keep in force continuously through the term of this Agreement, the following types of insurance:

(1) Insurance required under applicable Workers' Compensation Laws, protecting and covering CARRIER and its employees in such amounts as are required by law.

(2) Comprehensive General Liability Insurance, including contractual obligation coverage, for bodily injury and tangible property damage in the amount of \$1,000,000 combined single limit per occurrence.

(3) Automobile Bodily Injury and Property Damage Insurance protecting against claims for bodily injury, including accidental death, as well as loss or damage to tangible property in the amount or \$1,000,000 combined single limit per occurrence.

The insurance policy or policies providing the foregoing coverage shall be written by a reputable insurance company or companies authorized to transact business in the states involved herein, and shall provide that the insurance company issuing such policy shall notify SHIPPER of any cancellation thereof at least thirty (30) days prior thereto. CARRIER shall furnish SHIPPER with a certificate of Insurance or other evidence of said insurance coverage.

b. Indemnification and Claims: CARRIER agrees to indemnify, save harmless and defend SHIPPER from and against all loss, damage or injury to or death of person, or damages to or loss of property, including property of SHIPPER, to the extent caused by the negligence of the CARRIER, its Agents, servants, and employees in the performance of work under this Agreement.

5. CARRIER shall assume full responsibility for all state and federal taxes and assessments arising out of the transportation herein referred to required of contract motor carriers.

6. It is the intention of the parties that CARRIER shall be an independent contractor for SHIPPER.

7. SHIPPER shall pay CARRIER full compensation for the services to be performed by CARRIER in accordance with the conditions, rates and charges specified in CARRIER's letter of January 10, 1987 attached as Exhibit "A".

8. SHIPPER shall make reasonable effort to keep CARRIER advised of equipment required by SHIPPER, and SHIPPER shall tender to CARRIER for transportation

such quantities of freight at least that may be available which are expected to be at least 100 tons.

9. If, during any 12-month period, shipments cannot be made due to an Act of God, strikes, fire, lockouts or mechanical breakdowns in SHIPPER's plant or facility, the calendar day or days that shipments cannot be made due to such occurrences shall be considered as disability day or days and the minimum aggregate tonnage required of SHIPPER shall be reduced by 1/365 for each such disability.

10. CARRIER will perform its transportation services in workman-like manner and be fully responsible to SHIPPER in the event of any loss, damage or deterioration to the product while subject to CARRIER's control.

11. This Agreement shall supersede all previous agreements between these parties on the effective date of this contract and shall remain in effect for one (1) year from the date authority is granted by the Commission to CARRIER to transport property under this contract, but may be cancelled on thirty (30) days' written notice from one party to the other.

12. This Agreement shall be binding upon the successors and assigns of the parties.

13. The provisions of this Agreement will not result in an effect on the quality of the human environment.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

**BULK, INC.**

Eod Wood

**CONVERSION SYSTEMS, INC.**

Robert [Signature]

June 19, 1987

IN REPLY PLEASE  
REFER TO OUR FILE

William A. Gray  
Attorney at Law  
2310 Grant Building  
Pittsburgh, PA 15219

In re: A-00106205, F. I, Am-A - Application of Bulk, Inc.

Dear Sir:

The application of Bulk, Inc. has been captioned as attached and will be submitted for review provided no protests are filed on or before July 13, 1987. If protests are filed, you will be advised as to further procedure.

You are further advised that the above application will be published in the Pennsylvania Bulletin of June 20, 1987.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:11

cc: Applicant  
P.O. Box 494  
Council Bluffs, Iowa 51502

DOCUMENT  
FOLDER

<b>DOCKETED</b>
APPLICATION DOCKET
<b>JUN 19 1987</b>
ENTRY No. <i>M</i>

A-00106205, Folder 1, Am-A BULK, INC. (P.O. Box 494, Council Bluffs, Iowa 51502), a corporation of the State of Nebraska, contract carrier property, for Conversion Systems, Inc., between points in Pennsylvania. Attorney: William A. Gray, 2310 Grant Building, Pittsburgh, PA 15219.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_

SERVICE \_\_\_\_\_

JUN 20 1987

BUREAU OF TRANSPORTATION  
CONTRACT CARRIER  
JUNE 1987

A-00106205  
F. 1  
Am-A

Application of Bulk, Inc., a corporation of the State of Nebraska, for amendment to its contract carrier permit, to transport, by motor vehicle, property, for Conversion Systems, Inc., between points in Pennsylvania.

MW:np  
6/4/87

Application received: 5/20/87  
Application docketed: 6/3/87

NH

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
JUN 19 1987

JUL 13 1987

Protests due on No Hearings \_\_\_\_\_  
Protests due on Hearings - (5 days prior to date of hearing)  
Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.

# PENNSYLVANIA PUBLIC UTILITY COMMISSION



## RECEIPT

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

Bulk, Inc.  
P.O. Box 494  
Council Bluffs, Iowa 51502

July 9, 1987

Date  
**DOCKETED**  
JUL 13 1987

CR 125476 A

In re application of Bulk, Inc.  
A-00106205, P.l, Am-A....\$125.00

**DOCUMENT**  
**FOLDER**

Revenue account 001780-017601-102 (ck0)  
ck 148952 Checks \$125.00 Currency \_\_\_\_\_  
Utility account 50:26

C. Joseph Meisinger  
For Department of Revenue