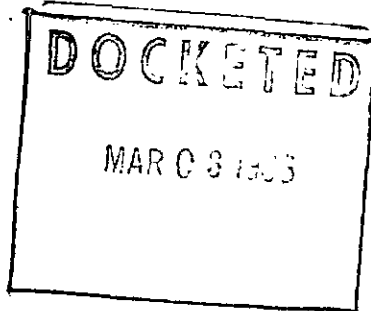


COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA. 17120
FEBRUARY 28, 1986

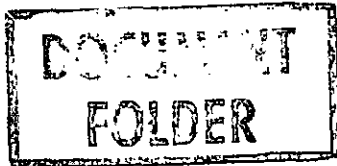
IN REPLY PLEASE
REFER TO OUR FILE

A-00106205

BULK, INC.
2565 ST. MARY'S AVENUE
P. O. BOX 189
OMAHA NB 68101



NOTICE OF SUSPENSION OF PUC OPERATING RIGHTS



EFFECTIVE MARCH 01, 1986
FOR EXPIRATION OR CANCELLATION OF
CARGO LIABILITY INSURANCE

This is to notify you that as of the above effective date, the authority granted to you by the Pennsylvania Public Utility Commission is hereby suspended as more thoroughly described on the attached sheet.

Please be advised that you may not operate until we have received evidence of renewed insurance coverage.

Upon receipt and acceptance of the required certificate of Insurance, you will receive written notification that the suspension is lifted and that you may resume operations.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jerry Rich".

Jerry Rich
Secretary

cc: Enforcement Division

Certified Mail

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA. 17120
MARCH 14, 1986

IN REPLY PLEASE
REFER TO OUR FILE

A-00106205

BULK, INC.
2565 ST. MARY'S AVENUE
P. O. BOX 189
OMAHA NB 68101

NOTICE TO LIFT SUSPENSION

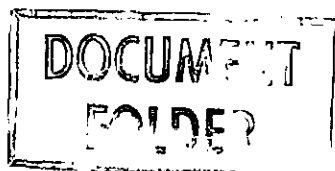
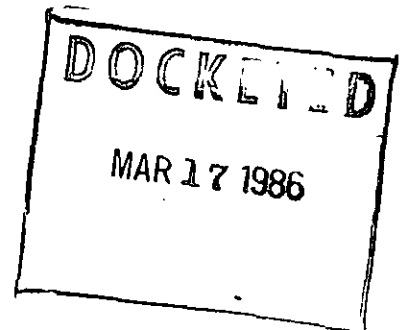
This is to notify you that we have received proof of insurance coverage. Therefore, you may disregard the Notice of Suspension previously issued.

Very truly yours,

Terrence A. Margolis

Insurance Section
(717) 787-1227

cc: Enforcement Division





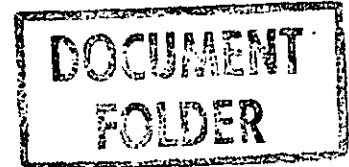
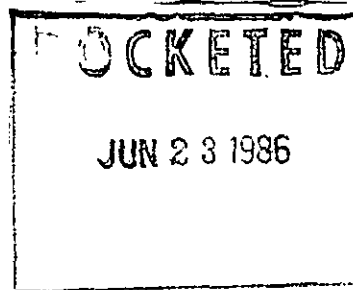
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, Pa. 17120

June 19, 1986

IN REPLY PLEASE
REFER TO OUR FILE

A-00106205

Bulk, Inc.
P.O. Box 189
Omaha, NB 69101



On February 25, 1986, the Public Utility Commission granted you temporary rights to provide transportation service within Pennsylvania. A review of our records shows that you have not complied with the Commission's insurance requirements.

Please be advised that you may not operate under these temporary rights until we have received the following proof of insurance coverage from your insurance company:

- Bodily Injury and Property Damage insurance (Form E).
- Cargo insurance in the minimum amount of \$2,500 (Form UCPC-31). In lieu of cargo insurance you may submit the enclosed cargo waiver form (contract carriers only) or if any single load transported does not exceed \$100 in value, you may sign, have notarized and return the enclosed affidavit.

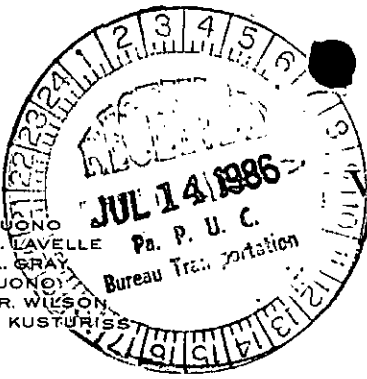
I trust you will give this matter your immediate attention. Should you have any questions please call our Insurance Section at (717) 787-1227.

Very truly yours,

Terrence M. Margolis

Insurance Section

cc: File Room



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

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING
PITTSBURGH, PA. 15219

(412) 471-1800

July 11, 1986

Re: Bulk, Inc.
Docket No. A-00106205
Our File 3116-1

Ms. Gale E. Travitz
Technical Review Section
Bureau of Transportation
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Dear Ms. Travitz:

Pursuant to your request, we are enclosing a revised Exhibit 1 to be attached to the Bilateral Agreement dated April 22, 1985 in connection with the above application. Please substitute this revised Exhibit 1 for the original Exhibit 1.

Very truly yours,

VUONO, LAVELLE & GRAY

William A. Gray
William A. Gray

cas

Enclosure

cc: Bulk, Inc.

**DOCUMENT
FOLDER**

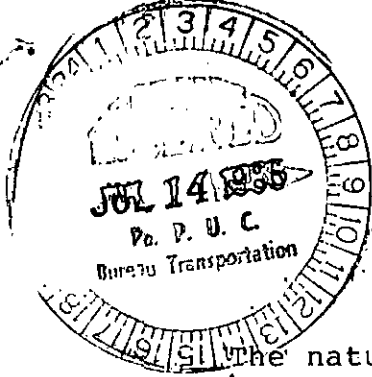


EXHIBIT 1

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

To transport, as a contract carrier, by motor vehicle, cement, for Lehigh Portland Cement Company, from its facilities located in the township of West Manchester, York County, to points in Pennsylvania, and vice versa.

Subject to the following condition:

That no right, power or privilege is granted to transport cement in bulk and/or by the use of special equipment, to or from the facilities of New Enterprise Stone and Lime Co., except for the transportation of white cement to the facilities of New Enterprise Stone and Lime Co., in the borough of New Holland, Lancaster County.

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
JUL 14 1986
ENTRY No. *AMX*



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, Pa. 17120

July 15, 1986

IN REPLY PLEASE
REFER TO OUR FILE

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

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

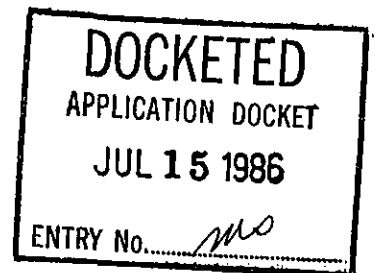
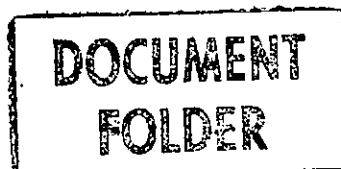
Dear Mr. Gray:

We have received the bilateral contract submitted in compliance with the decision of Administrative Law Judge John K. Clements dated January 6, 1986 and entered February 25, 1986. A review of the contract finds that it is in conformance with Commission regulations as set forth in 52 Pa. Code §31.45, and is acceptable for filing.

Very truly yours,

By Gale E. Travitz
For Peter S. Marzolf, Supervisor
Technical Review Section
Bureau of Transportation

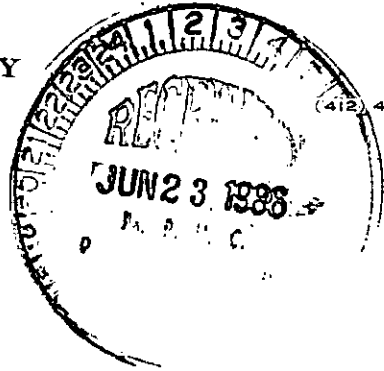
cc: E. Ditzler
Document Folder
Tariff
PSM



LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING
PITTSBURGH, PA. 15219



(412) 471-1800

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

June 20, 1986

Re: Bulk, Inc.
Docket No. A-00106205
Our File 3116-1

Mr. Peter S. Marzolf, Supervisor
Technical Review Section
Bureau of Transportation
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Dear Mr. Marzolf:

We represent the applicant in connection with the above application, which was granted by Order entered February 25, 1986. This application was handled by an Administrative Law Judge.

We are enclosing a copy of the Bilateral Agreement dated April 22, 1985, which was filed with the application. Please advise the Secretary's Office that this contract has been filed so that the Permit will be issued.

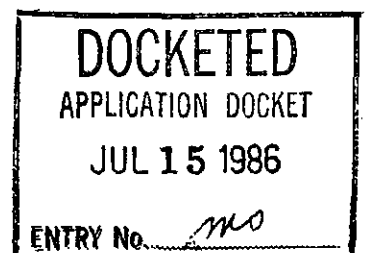
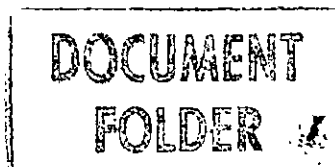
Very truly yours,

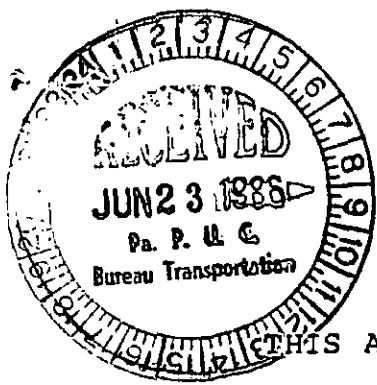
VUONO, LAVELLE & GRAY

William A. Gray

cas

Enclosure





BILATERAL AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of April, 1985, by and between LEHIGH PORTLAND CEMENT COMPANY, hereinafter designated as Shipper, and BULK, INC., hereinafter designated as Carrier:

WITNESSETH:

WHEREAS, Carrier desires to transport goods for Shipper, and Shipper desires the transportation services of Carrier, the parties have agreed to the following terms and conditions under which all of such transportation shall be performed.

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

1. Shipper shall tender traffic and Carrier shall provide service in the transportation of cement in bulk and bags (hereinafter referred to as goods), to and from points and places in the State of Pennsylvania, as set forth on Exhibit 1 attached hereto.
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:

- B.1 Insurance required under applicable Workers' Compensation Laws, protecting and covering Carrier and its employees in such amounts as are required by law.
- B.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.
- B.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 of \$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 the Carrier shall be an independent contractor for Shipper.

7. Shipper shall pay Carrier full compensation for the services to be performed by Carrier and the promises herein made by Carrier in accordance with the conditions, rates and charges specified in Carrier's schedule of rates to be filed with the Pennsylvania Public Utility Commission, and any supplements thereto or reissues thereof.

8. Shipper shall make reasonable effort to keep Carrier advised of equipment required by Shipper, and Shipper shall tender to Carrier for transportation at least the following quantity of freight per year: 15,000 tons.

9. The minimum quantity of freight provided for in Paragraph 8 shall be reduced by the proportion the unexpired portion of the year bears to one year, should this contract be cancelled at any time other than the end of the first year or of any succeeding years.

10. 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 day.

11. Carrier will perform its transportation services in a workmanlike 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.

12. This Agreement shall supersede all previous agreements between these parties on the effective date of this contract and shall remain in effect for five years 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.

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

14. 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.

CARRIER

SHIPPER

BULK, INC.

LEHIGH PORTLAND CEMENT COMPANY

R. Williamson VP

By:

J. Cummins

EXHIBIT 1

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

To transport, as a contract carrier, cement, for Lehigh Portland Cement Company from its facilities located in the Township of West Manchester, York County, to points in Pennsylvania, and vice versa.

File

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING
PITTSBURGH, PA. 15219

(412) 471-1800

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

July 15, 1986

RECEIVED

Re: Bulk, Inc.
Docket No. A-00106205
Our File 3116-1

JUL 17 1986

SECRETARY'S OFFICE
Public Utility Commission

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

Dear Mr. Rich:

We represent Bulk, Inc. The Commission's records presently indicate that the offices of this company are located in Omaha, Nebraska. We hereby request on behalf of Bulk, Inc. that the Commission's records be changed to reflect the address of the company as:

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

All correspondence involving Bulk, Inc. should from this date forward be sent to the above address.

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

Very truly yours,

VUONO, LAVELLE & GRAY

William A. Gray

cas
Enclosures
cc: Bulk, Inc.

**DOCUMENT
FOLDER**

RECEIVED
JUL 25 1986