



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120
January 29, 1986

IN REPLY PLEASE
REFER TO OUR FILE
A-00106205

TO ALL PARTIES

Application of Bulk, Inc., a corporation of
of the State of Nebraska

HOLDE

TO WHOM IT MAY CONCERN:

Enclosed is a copy of the Initial Decision of Administrative Law
Judge John K. Clements.

If you do not agree with any part of this Decision, you may send
written comments (called Exceptions) to the Commission. Specifically, an
original and nine (9) copies of your signed exceptions MUST BE FILED WITH THE
SECRETARY OF THE COMMISSION IN ROOM B-18, NORTH OFFICE BUILDING, NORTH STREET
AND COMMONWEALTH AVENUE, HARRISBURG, PA OR MAILED TO P.O. BOX 3265, HARRISBURG,
PA 17120, within fifteen (15) days of the date of this letter. This exception
period is fixed by statute. The signed exceptions will be deemed filed on the
date actually received by the Secretary of the Commission or on the date
deposited in the mail as shown on U.S. Postal Service Form 3817 certificate of
mailing attached to the cover of the original document (52 Pa. Code §1.11(a)).
If your exceptions are sent by mail, please use the address shown at the top
of this letter. A copy of your exceptions must be served on each party of
record and to the Administrative Law Judge whose address is Pennsylvania
Public Utility Commission, Pittsburgh State Office Building, Room 1103,
300 Liberty Avenue, Pittsburgh, Pennsylvania 15222.

If you receive exceptions from other parties, you may submit written
replies to those exceptions in the manner described above within ten (10) days
of the date that the exceptions are due.

Exceptions and reply exceptions shall obey 52 Pa. Code 5.533 and
5.535 particularly the 40 page limit for exceptions and the 25 page limit for
replies to exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF
(Name of Party) - (protestant, complainant, staff, etc)".

If no exceptions are received within fifteen (15) days, the decision
of the Administrative Law Judge may become final without further Commission
action. You will receive written notification if this occurs.
cc: ALJ Clements/Office of ALJ/Bureau of Transportation/Law Bureau/
Mr. Bramson/OSA/Chairman/ Very truly yours,
fao Commissioners
Encls. *William H. Smith*
Certified Mail William H. Smith
Receipt Requested Chief Administrative Law Judge
Similar letter list attached.

0001
BULK. INC.
2565 ST. MARY'S AVENUE
P.O. BOX 189
OMAHA NB 68101
SELF

0002
WILLIAM A. GRAY. ESQ. ✓
2310 GRANT BUILDING
PITTSBURGH PA 15219
APPLICANT

0003
S. BERNE SMITH. ESQUIRE
100 PINE STREET
P.O. BOX 1166
HARRISBURG PA 17108-1166
WISHES TO BE PARTY OF RECORD

0004
S. BERNE SMITH. ESQUIRE ✓
MCNEES. WALLACE & NURICK
100 PINE ST.. P.O. BOX 1166
HARRISBURG PA 17108-1166
POR

0005
JOSEPH A BUBBA ESQ ✓
740 HAMILTON MALL
ALLENTOWN PA 18101
MATERIALS TRANSPORT SERVICE PROTESTANT

0006
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100 PINE STREET
P O BOX 1166
HARRISBURG PA 17108
SCHWERMANN TRUCKING CO PROTESTANT

0007
KEVIN W WALSH ESQ ✓
312 BOULEVARD OF THE ALLIES
PITTSBURGH PA 15222
C L FEATHER INC PROTESTANT

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Bulk, Inc., a :
corporation of the State of :
Nebraska, for the right to begin 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. :

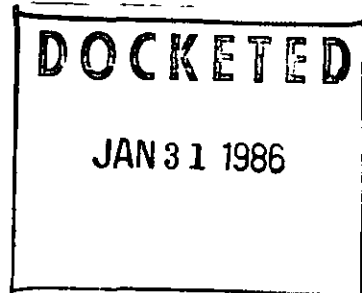
A-00106205

FOLDE

INITIAL DECISION

Before John K. Clements
Administrative Law Judge

History of the Proceedings



Prior to the filing of this application, the Commission granted emergency temporary authority to Bulk, Inc. (hereinafter referred to as Applicant or Bulk) by Order entered May 3, 1985, to provide the following service:

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

By Tentative Decision entered July 29, 1985, the Commission granted regular temporary authority to applicant to provide the same service as it had authorized applicant to provide under the above grant of emergency temporary authority. Exceptions were filed to this Tentative Decision by Material Transport Service, Inc. (hereinafter referred to as Protestant or MTS). By Order entered October 8, 1985, the Commission denied the Exceptions filed by MTS to this Tentative Decision.

By application received April 29, 1985, Bulk, Inc., seeks authority for the right to begin to transport, as a contract carrier, by motor vehicle, cement for Lehigh Portland Cement Company (hereinafter referred to as Lehigh); from its facilities located in the township of West Manchester, York County, to points in Pennsylvania, and vice versa.

In response to the notice in the Pennsylvania Bulletin, three protests were submitted. These were submitted on behalf of Materials Transport Services, Inc., Schwerman Trucking Company, and C. L. Feather, Inc.

By letter dated July 25, 1985, Herbert R. Nurick, Esquire, withdrew the protest of Schwerman Trucking Co. On the day of the hearing, Bulk, Inc. agreed to a restrictive amendment in order to eliminate the protest of C. L. Feather, Inc.

As amended, the application seeks the following authority:

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 New Enterprise Stone & Lime Co., except for the transportation of white cement to the facilities of New Enterprise Stone & Lime Co. in the borough of New Holland, Lancaster County.

A hearing on the application was held in Pittsburgh, Pennsylvania, on September 26, 1985. The only protestant that presented testimony in opposition to the application was Material Transport Service, Inc.

Main briefs and reply briefs were filed on behalf of the applicant and the protestant.

Summary of Testimony

Due to the fact that the hearing was relatively brief and many of the facts provided at the said hearing are not in dispute, there is no Summary of Testimony presented. Relevant portions of the testimony are referred to in the Findings of Fact and Discussion portions of this decision.

Findings of Fact

1. The Applicant in this proceeding is Bulk, Inc., a Nebraska corporation which is authorized to do business in Pennsylvania. (Tr. 5).

2. By order entered May 3, 1985, the Commission granted emergency temporary authority to Applicant to transport, as a contract carrier, cement, for Lehigh, from its facility in West Manchester Township, York County, to points in Pennsylvania, and vice versa. (A-Ex. 2).

3. By Tentative Decision entered July 29, 1985, the Commission granted Applicant regular temporary authority to provide the same service as was authorized in the grant of emergency temporary authority. (A-Ex. 3).

4. Applicant has provided continuous service to the supporting shipper under the grants of emergency temporary authority and regular temporary authority since the grants of those authorities. (Tr. 10).

5. Applicant's terminal is located at 2100 West King Street Extended, York, Pennsylvania, approximately 1/4 mile from Lehigh Cement. The terminal facilities consist of a terminal building used for dispatch and a shop building used for maintenance work done on the equipment. There is also a trailer parking area and tractor parking area. (Tr. 5 and 21).

6. Applicant employs one dispatcher and two mechanics which are at the terminal facility on a full-time basis. (Tr. 21)

7. When emergency temporary authority was granted on May 3, 1985, Applicant started out with 12 tractors and 15 trailers. Additional equipment was brought in in order to bring the company up to full capacity to handle the demands of Lehigh. (Tr. 17)

8. Applicant operates 21 tractors and 26 trailers which are dedicated to the exclusive use of Lehigh Cement. (Tr. 15)

9. The equipment is leased from Leasco, Inc., which is Applicant's parent company. Leasco owns all of the tractors and most of the power equipment. (Tr. 19-20)

10. In order to eliminate the possibility of contamination, the tank equipment has to be dedicated solely to the hauling of white cement. (Tr. 15-16 and 21-22)

11. Applicant has effective safety and maintenance programs at its York facility. (Tr. 23-24)

12. Applicant's service is available 24 hours a day and 7 days a week to the supporting shipper. (Tr. 25)

13. Applicant's parent company, Leasco, put \$100,000 in Applicant to begin this operation for the supporting shipper. Applicant has not had any financial problems in getting this operation started and does not anticipate that it will have any financial problems in the future. (Tr. 26-27)

14. Applicant is in compliance with all PUC regulations and there are no pending PUC complaints against Applicant. (Tr. 28)

15. Applicant is familiar with the transportation needs of the supporting shipper as a result of having provided service to the supporting

shipper under the grants of emergency temporary authority and regular temporary authority. For these reasons, Applicant believes that if the application is granted it will not have any trouble in meeting the transportation needs of Lehigh. (Tr. 29)

16. Lehigh supported Bulk's applications for emergency temporary authority and temporary authority. (Tr. 57-58)

17. Lehigh utilizes Applicant's equipment on an exclusive basis. Lehigh's traffic needs are such that it needs a carrier that can provide it with approximately 21 tractors and 26 trailers on an exclusive basis. (Tr. 58)

18. Lehigh produces "white cement" at its York County facility. White cement is a highly specialized product which is manufactured in only three plants in the United States (of which Lehigh owns two). (Tr. 59)

19. "White cement" is a special purpose product which must be guarded carefully against contamination. Therefore, Lehigh does not use common carriers "for a shipment here and a shipment there." (Tr. 65)

20. The transportation of white cement requires specialized equipment which must be exclusively dedicated to the transporting of white cement. (Tr. 63)

21. Lehigh previously used Cement Express to provide service to it. Like the Applicant, Cement Express dedicated equipment to the exclusive use of Lehigh. (Tr. 63-64)

22. During the past five years, Lehigh Cement has only used Cement Express and Applicant for its tank movements from its York County facility.

23. On March 28, 1985, the representatives of Cement Express and Lehigh had a meeting at which some of the owners of Cement Express

advised Lehigh that they were considering the sale of the company and that they were going to begin looking for a buyer. (Tr. 67-38)

24. On April 22, 1985, Lehigh received a letter from Cement Express indicating that Cement Express intended to terminate service on May 1, 1985. (Tr. 69; A-Ex. 8)

25. Lehigh advised Cement Express by phone and by letter on April 23, 1985, that there was in fact a ninety-day written notice requirement in the contract for termination of service. (Tr. 70-71; A-Ex. 9)

26. On April 29, 1985, Lehigh received a letter from Cement Express canceling the previously announced May 1 termination date and indicating that Cement Express would comply with the ninety-day termination notice and that service would be provided by Cement Express until July 25, 1985. (Tr. 72)

27. On April 30, 1985, Lehigh learned, through its shipping people, that Cement Express was in fact refusing business for May 1. (Tr. 74)

28. Emergency temporary authority was granted to Applicant because of the fact that Cement Express terminated service to Lehigh on one day's notice. (Tr. 74)

29. Lehigh had discussions with a total of nine carriers, including Schwerman, Nubulk, and Fleet Transport, concerning the possibility of replacing the service of Cement Express. (Tr. 77-78)

30. Lehigh received a letter from Nubulk indicating that it could not provide the required service to Lehigh. (Tr. 80; A-Ex. 12)

31. Both Schwerman and Fleet Transport also negatively responded concerning providing the required service to Lehigh at its York County facility. (Tr. 81-82)

32. Despite the fact that Lehigh is one of the largest cement companies in the United States, it was never solicited by the protestant

MTS prior to late April, 1985. (Tr. 85)

33. Lehigh did not negotiate with MTS on April 29, 1985, because of the fact that it had been negotiating with companies that it thought could replace Cement Express and Mr. Cummings, Lehigh's vice president in charge of corporate planning and distribution, did not feel that he had the time, at such a late date, to negotiate with anyone else. (Tr. 98)

34. Since being granted emergency temporary authority, Applicant has been able to provide the type of service and the type of equipment that Lehigh requires. (Tr. 84)

35. Lehigh did not lose a single order as a result of the transition of service from Cement Express to Applicant.. (Tr. 105)

36. MTS is a corporation which has a terminal facility located at P. O. Box 33, Northampton, Pennsylvania 18067. (Tr. 117)

37. MTS has four terminals, three of which are located in Pennsylvania and one in New Jersey. (Tr. 119)

38. MTS employs in excess of 175 drivers, in excess of 25 mechanics and approximately 25 clerical employees. (Tr. 121)

39. MTS is the largest cement carrier in the Lehigh Valley. (Tr. 122)

40. MTS has in excess of 175 tractors, in excess of 200 tank trailers, and in excess of 75 flatbed trailers. (Tr. 122)

41. MTS has both common and contract carrier authority from the Interstate Commerce Commission. (Tr. 123-125; MTS-Ex. 2 and 3)

42. MTS also holds PUC authority which includes authority to provide service from York County to points in Pennsylvania. (Tr. 125-126; MTS-Ex. 4)

43. Prior to 1967, MTS transported strictly cement. After 1967, MTS has secured authority to transport general commodities. (Tr. 127)

44. MTS contends that it has 25 trailers parked and out of service because of lack of work.

45. MTS has utilization reports which are done on a daily basis and which show the equipment which is being utilized on any given day. MTS failed to bring these utilization reports to the hearing to substantiate its claim that it had at least 25 pieces of equipment idle every single day of 1985. (Tr. 160-161)

46. The number of loads of cement hauled by MTS has been declining.

47. A phone call report prepared by MTS indicates that Lou Chiesa made a telephone call to a John Young at Lehigh on April 24, 1985. In response to Mr. Chiesa's alleged inquiry about Lehigh losing Cement Express as its carrier at York, Mr. Young allegedly indicated that no carrier had yet been chosen to replace Cement Express. (Tr. 135-136; MTS-Ex. 5)

48. Mr. Taylor of MTS called Lee Cummings of Lehigh on April 29, 1985 and Mr. Cummings indicated that he had a tentative agreement, or an informal, handshake agreement, with another carrier. (Tr. 138-139)

49. MTS contends that it would have been able to supply twelve tank trailers to Lehigh on a short notice to transport the white cement. (Tr. 140)

50. MTS never transported any cement anywhere for Lehigh. (Tr. 148)

51. MTS has never handled a single shipment of white cement in a tank trailer at any time. (Tr. 151)

52. MTS has never made any attempt at any location of Lehigh to solicit any business from Lehigh, other than the telephone calls made on April 24, 1985, and April 29, 1985. MTS admits that it has always had rights which would have enabled it to serve Lehigh. (Tr. 150)

Discussion

A. A Review of the Law

The best place to begin any analysis of the law respecting the authorization of a contract carrier certificate is the appropriate statute. The authority of the PUC to regulate contract carriers arises from Chapter 25 of the Public Utility Code (Code), 66 Pa. C.S. §2501-2509. Guidelines for issuing or denying a contract carrier permit are spelled out in Section 2503(b) of the Code. 66 Pa. C.S. §2503(b). Section 2503(b) states in pertinent part:

A permit shall be issued by the commission to any qualified applicant therefor authorizing in whole or in part the service covered by the application, if it appears from the application, or from any hearing held thereon, that the applicant is fit, willing and able properly to perform the service of a contract carrier by motor vehicle, and to conform to the provisions of this chapter and the lawful orders or regulations of the commission thereunder, and that the proposed service to the extent authorized by the permit will be consistent with the public interest and the policy declared in section 2501 . . . ; otherwise such application shall be denied.

Section 2501(a) of the Code, 66 Pa. C.S. §2501(a) identifies the policy and intent of the General Assembly in enacting Chapter 25:

[To] regulate . . . the service of common carriers . . . in such manner as to recognize and preserve the inherent advantages of . . . such carriers It is hereby found as a fact . . . that the service of common carriers by motor vehicle forwarders, contract carriers by motor vehicle, and brokers . . . are so closely interwoven and interdependent, and so directly affect each other, that in order effectively to regulate such common carriers by motor vehicle and forwarders, and to provide a proper and safe highway transportation system in the public interest, it is necessary to regulate the service of such contract carriers. . . .

The courts have interpreted the above provisions as requiring the Commission to "consider the existing common carrier service available to the shipper" and, if that service is found to be "satisfactory and adequate", to determine "whether the interjection of the contract carrier in competition with the satisfactory and adequate common carrier service would be detrimental to the public interest" Wiley v. Pennsylvania Public Utility Commission, 186 Pa. Super. 309, 318, 142 A.2d 763, 767 (1958).

A recent decision of the Commonwealth Court further refined the principle by noting in a footnote that "[f]indings of fact concerning the need for additional service would be necessary to support a grant of contract carrier authority where it is shown that the application will result in competition with a common carrier. Clearly, competition without need for additional service would be harmful to the common carrier." Brinks, Inc. v. Pennsylvania Public Utility Commission, 56 Pa. Cmwlth. 371, 378 n.3, 424 A.2d 1010, 1013 (1981) (emphasis added).

Therefore, it appears that if direct competition with a common carrier is demonstrated, an applicant for contract carrier rights must show (a) "need" and (b) that competition with satisfactory and adequate common carrier service would not be detrimental to the public interest.

B. Application of the Law

This case involves an applicant who seeks contract carrier authority to transport cement, for Lehigh Portland Cement Co., from its facilities located in the township of West Manchester, York County, to points in Pennsylvania, and vice versa. MTS, a common carrier, is protesting this application. MTS admits that it has always had rights which would have enabled it to serve Lehigh. Due to a "gentleman's agreement" with the Stickels, owners of Cement Express, MTS has never made any attempt at any location of Lehigh to

solicit business from Lehigh, other than the telephone calls made on April 24, 1985 and April 29, 1985.

With respect to the burden of showing "need" as required by the decisions noted above, it appears that said burden has been met by the Applicant in this proceeding. In cases involving common carrier authority, there formerly existed a three part requirement that the applicant show fitness, need, and inadequacy of present service. Over the years various complications arose because the question of need for the service often overlapped the question of inadequacy of present service. In such common carrier applications, this dilemma was resolved by the Commission by its policy statement of December 18, 1982, which was later interpreted by the Kinard case which, in effect, eliminated the requirement of inadequacy of present service and substituted a list of other considerations which should be used in determining whether an application should be granted. Application of Richard L. Kinard, Inc., Docket No. A-00095829, F.1, Am-D, order entered October 22, 1984.

A review of the cases concerning contract carrier applications indicates that the courts have already resolved this issue and that the burden is much simpler. An individual seeking contract carrier authority does not need to show inadequacy of present service, but merely has to demonstrate that the granting of the application in competition with existing satisfactory and adequate common carrier service would not be detrimental to the public interest. Wiley v. Pennsylvania Public Utility Commission, (supra).

This being the case, it must be found that the question of need may be met by simply demonstrating that there are individuals, corporations, or other entities which have transportable matter subject to Commission jurisdiction which has to be moved from one location to another. In this matter, there is testimony from the supporting shipper that there is white cement which must

be transported from its location in West Manchester, York County, to points in Pennsylvania. In my view, this testimony is sufficient to meet the "need" aspect of the requirement for a contract carrier application.

With respect to the next criterion, the matter is a little more difficult. Although MTS has admittedly never transported a single shipment of white cement in a tank vehicle, it asks the Commission to find that its service is "satisfactory and adequate."^{1/} At this point, it is important to note that Applicant had not carried a single shipment of any commodity prior to the granting of emergency temporary authority and temporary authority in this case. Therefore, the fact that MTS has not transported a single shipment of white cement is not determinative on the issue of adequacy. For purposes of this decision, it will be assumed that MTS is capable of providing adequate and satisfactory service to Lehigh.

As there is adequate present common carrier service, further common carrier rights involving the contested area could not have been issued under most prior Commission precedent. However, this is not the law that is applicable in applications for contract carrier authority. Here, to deny the application, even if the present common carrier is adequate, it must be demonstrated that the addition of this contract carrier would be detrimental to the public interest. In this case one aspect of the public interest will be served. This is the desire of the supporting shipper, Lehigh, to assure its customers that its product, white cement, will be free from contamination.

^{1/} MTS asks the Commission to make this assumption because it has transported other commodities which it contends require specialized service.

On the other hand, it is possible that MTS would lose potential business. There was testimony from MTS that it has 25 trailers which have been idle for some time. MTS indicated that if it were given the opportunity to serve Lehigh it would "probably increase revenues and make MTS a little healthier." (Tr. 141-142) Assuming arguendo that loss of potential business is sufficient to show that the shipper would be substantially harmed, this loss must be substantiated in some way. MTS was not able to support the exact amount of losses which it would incur should the application be granted.^{2/} Therefore, it must be found that MTS has not demonstrated that it will be substantially harmed by the granting of this application or that there would be a detriment to the public interest.

In conclusion, therefore, it must be found that there is a need for the service sought in the application and that there is presently a common carrier existing within proper authority to serve the territory sought by the application. However, there is not sufficient evidence in the record to support a finding that any loss of business to this carrier would result in a situation which would be detrimental to the public interest.

The final aspect which must be considered is that of fitness. There appears to be no question that Applicant has the necessary vehicles, manpower, and financial resources to perform the required work.^{3/} Applicant's

^{2/} Because of MTS's failure to substantiate the exact amount of losses it would incur should the application be granted, it is unnecessary to address the issue of whether the loss of potential business is sufficient to show that a shipper would be substantially harmed.

^{3/} Applicant was able to provide emergency temporary service to Lehigh because of the financial stability of Applicant's parent, Leasco, Inc., which provided an immediate infusion of \$100,000 cash to Applicant. Applicant has not had any financial problems in getting this operation started and does not anticipate that it will have any financial problems in the future.

propensity to perform in accordance with Commission regulations and policy has not been questioned. The only question concerns Applicant's lack of experience. Prior to the granting of emergency temporary authority and temporary authority, Applicant had not carried a single shipment of any commodity nor had any carrier rights.

Although it is true that Applicant lacked experience, it has effectively provided service to Lehigh since the granting of emergency temporary authority and temporary authority. The supporting shipper testified that it did not lose a single order as a result of the transition of service from Cement Express to Applicant. Despite its lack of experience, Applicant has been able to provide the type of service and equipment that Lehigh requires. As a result of providing service to the supporting shipper under the grants of emergency temporary authority and temporary authority, Applicant is familiar with the transportation needs of the supporting shipper and is able to meet those needs. Therefore, lack of experience in this case is not sufficient to render Applicant "unfit."

In conclusion, it must be found that Applicant has met the fitness standards and it has been demonstrated that there will be no detriment to the public interest incurred by the granting of this application.

Conclusions of Law

1. An applicant for a contract carrier application must demonstrate that he possesses the requisite fitness to perform the services sought and, if the applicant is to compete with common carriers, that such competition would not be detrimental to the public interest.

2. Applicant in this proceeding has demonstrated that it possesses the requisite fitness qualifications.

3. The evidence presented at the hearing indicates that there will not be a substantial detriment to the public interest if the application is granted.

ORDER

THEREFORE, IT IS ORDERED:

1. That the application of Bulk, Inc., for a contract carrier permit be granted issuing the following rights:

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 & Lime Co., except for the transportation of white cement to the facilities of New Enterprise Stone & Lime Co. in the borough of New Holland, Lancaster County.


2. That upon compliance with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relating to the filing of evidence of insurance and the filing of a schedule of minimum rates and charges in accordance with 66 Pa. C.S.A. §2506, a permit issue evidencing the Commission's approval of the right to operate as above determined.

3. That the issuance of the permit is subject to the Applicant filing an acceptable contract with the Commission in accordance with 66 Pa. C.S.A. §2506 and 52 Pa. Code §31.45.

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

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

January 6, 1986



JOHN K. CLEMENTS
Administrative Law Judge

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Joseph A. Bubba, Esq.

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Article Number
44776

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5. Signature - Addressee

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X *J. J. J...*

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Harrisburg, Pa 17120

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Kevin W. Felt, Esq

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| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input type="checkbox"/> Certified | <input type="checkbox"/> COD |
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Article Number

44777

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6. Signature - Agent

X

Kevin Romerson

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JAN 30 1986

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**PENALTY FOR PRIVATE
USE, \$300**

**RETURN
TO**



Pa. Public Utility Commission

(Name of Sender)

P.O. Box 3265 - Rm B-17

(No. and Street, Apt., Suite, P.O. Box or R.D. No.)

Harrisburg, Pa 17120

(City, State, and ZIP Code)

106205
PS Form 3811, July 1983 447-845

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3. Article Addressed to:

S. Berne Smith Esq

4. Type of Service:

- Registered Insured
- Certified COD
- Express Mail

Article Number

44778

Always obtain signature of addressee or agent and **DATE DELIVERED.**

5. Signature - Addressee

6. Signature - Agent

X S. M. K...

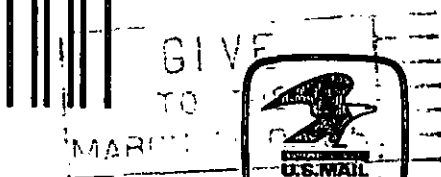
7. Date of Delivery

JAN 30 1986

8. Addressee's Address (ONLY if requested and fee paid)

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- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE, \$300

RETURN TO



Pa. Public Utility Commission

P.O. Box 3265 - Rm B-17

(Name of Sender)

Harrisburg, Pa 17120

(No. and Street, Apt., Suite, P.O. Box or R.D. No.)

(City, State, and ZIP Code)



SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. Show to whom, date and address of delivery.
2. Restricted Delivery.

3. Article Addressed to:

William A Gray Esq

4. Type of Service:

- | | |
|---------------------------------------|----------------------------------|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input type="checkbox"/> Certified | <input type="checkbox"/> COD |
| <input type="checkbox"/> Express Mail | |

Article Number

44779

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee

X

6. Signature - Agent

X

W. Danaway

7. Date of Delivery

1-31-86

8. Addressee's Address (*ONLY if requested and fee paid*)

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS



SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

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