

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

April 25, 1985

Re: Bulk, Inc.
Docket No. A-
Lehigh Portland Cement Company
Our File 3116-1

RECEIVED

APR 29 1985

**SECRETARY'S OFFICE
Public Utility Commission**

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

A. 106205

Dear Mr. Rich:

We enclose for filing with the Commission the signed original and two (2) copies of application of the above carrier.

We also enclose a check in the amount of \$125 to cover the filing fee.

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

Very truly yours,

VUONO, LAVELLE & GRAY

William A. Gray
William A. Gray

cas

Enclosures

cc: Bulk, Inc.

RECEIVED

APR 30 1985

**Non-Rail Transportation
Public Utility Comm.**

**DOCUMENT
FOLDER**

ORIGINAL

RECEIVED

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Form UCMT-25, Revised 1973

APR 30 1985

APR 29 1985

BEFORE Non-Rail Transportation Public Utility Comm.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

SECRETARY'S OFFICE Public Utility Commission

APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT

(see instructions before preparing application)

In re: Application of BULK, INC.

APPLICATION DOCKET

No. 106205

Folder No.

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.

APPL. [check]

COMPL. [check]

MVIC. [check]

CHECKED BY law

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. The name and address of applicant are:

Bulk, Inc. (Applicant's or trade name, if any) 2565 St. Mary's Avenue, P.O. Box 189 Omaha 68101 (Street and number) (City) (Zip) Douglas Nebraska (County) (State)

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.

BEGINNING

DOCUMENT FOLDER

DOCKETED APPLICATION DOCKET APR 30 1985 ENTRY No. law

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 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 its 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 day of 19, (being qualified simultaneously herewith)

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

Commerce Commission and any other states): None.....

6. Applicant desires to operate motor vehicles as follows: (state type, size and quantity)

(See Supplement to Paragraph 6).....

Number of vehicles now owned or to be purchased by applicant

Number of leased vehicles operated or to be operated by applicant

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 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 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 contact 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; ~~XXXXXX~~ 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, Pres.*
(Signature)

.....
(Signature)

.....
(Signature)

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

AFFIDAVIT

(Individual or Partnership)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

_____ (an individual) or _____,

_____ (all members of a partnership),

t/d/b/a _____, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth 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.

(Signatures of Affiants)

Sworn and subscribed before me this _____ day of _____, 19__.

(Signature of official administering oath)
(My Commission Expires)

AFFIDAVIT

(Corporation)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DOUGLAS

Earl Wood (Affiant) being duly sworn (affirmed) according to law, deposes and says that he is President (Office of Affiant) of Bulk, Inc (Name of Corporation); that he is authorized to and does make this affidavit for it; and that the facts set forth above are true and correct to the best of his knowledge, information and belief and he expects the said Bulk, Inc. (Name of Corporation) to be able to prove the same at the hearing hereof.

Earl Wood
(Signature of Affiant)

Sworn and subscribed before me this 11 day of April, 1985.

Phyllis Traver
(Signature of official Administering oath)
(My Commission Expires)
GENERAL NOTARY - State of Nebraska
PHYLLIS TRAVER
My Comm. Exp. 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 6

Bulk, Inc. would be leasing equipment from Leasco, Inc., its parent company, which has substantial equipment available - approximately 178 power units, approximately 200 cement trailers (Fruehauf model), 29 portable silos also available for lease besides other equipment not specifically identified for cement. Not all equipment would be available to Bulk, Inc., but sufficient equipment would be available to handle any of their needs.

SUPPLEMENT TO PARAGRAPH 7

BULK, INC.
BALANCE SHEET
MARCH 31, 1985

ASSETS

Current Assets:	
Cash	<u>\$100,000</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities:	
Advance from Affiliates	\$ 90,000
Stockholders' Equity:	
Common Stock	<u>10,000</u>
Total Liabilities and Stockholders' Equity	<u>\$100,000</u>

SUPPLEMENT TO PARAGRAPH 8

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

To transport, as a contract carrier, cement and materials, equipment and supplies used in the manufacture of 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.

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. E. 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.

Docket No: A-00106205

Caption: Application of Bulk, Inc. for emergency temporary authority to transport cement, as a contract carrier, for Lehigh Portland Cement Company from its facility in West Manchester Township.

JUSTIFICATION FOR LATE SUBMISSION
OF CARRY-IN MATTERS FOR PUC PUBLIC
MEETING TO BE HELD May 3, 1985

The undersigned represents to the Commission that this report/order could not be submitted seven (7) days before the scheduled meeting because it involves:

- A. 1. ___ a matter of health and safety.
 2. ___ meeting a Commission or court-designated deadline (The failure to meet this deadline is explained on the attached memorandum).
 3. x urgent public need or convenience which could not reasonably be foreseen.
 4. ___ request initiated by a Commissioner -
 (Name)
- B. Facts in support of the foregoing (15 words or less):

Existing carriers do not have equipment available.

Bureau Non-Rail Transportation

Bureau Head Barry L. Ernst

May 2, 1985

Date

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, Pa. 17120

Public Meeting held May 3, 1985

Commissioners Present:

Linda C. Taliaferro, Chairman
James H. Cawley
Frank Fischl
Bill Shane

Bulk, Inc., a Nebraska corporation, for
emergency temporary authority, 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.

A-00106205

2565 St. Mary's Avenue
P.O. Box 189
Omaha, Nebraska 68101

Vuono, Lavelle & Gray by William Gray

O R D E R

BY THE COMMISSION:

This matter comes before the Commission through a telephonic request for emergency temporary authority. The actual filing for ETA, TA and ETA extension is to be filed within the next few days. The permanent authority was filed but has not yet been published.

The emergency situation arises through a discontinuance of service of Cement Express, Inc., which currently holds contract carrier authority to render service to West Manchester Township facility of Lehigh Portland Cement. Lehigh Portland Cement has attempted to obtain service from existing carriers but they are unable to provide equipment on such short notice. With the discontinuance

of service of Cement Express and the inability of existing carriers to provide equipment, Lehigh Portland's West Manchester facility is left without any transportation service.

We find that an emergency situation exists and that approval of the ETA is in the public interest; THEREFORE,

IT IS ORDERED: That the application for emergency temporary authority, be and is hereby approved as follows pending disposition of the temporary authority application:

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.

IT IS FURTHER ORDERED: That the applicant shall file evidence of insurance prior to initiating service.

IT IS FURTHER ORDERED: That the applicant shall file a schedule of minimum rates within ten (10) days of the date this order is entered.

IT IS FURTHER ORDERED: That the granting of the authority herein, shall have no effect on the final disposition of the temporary or permanent authority applications.

BY THE COMMISSION,

Jerry Rich,
Secretary

(SEAL)

ORDER ADOPTED: May 3, 1985

ORDER ENTERED:

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 1, 1985

RECEIVED

MAY 08 1985 (412) 471-1800

Non-Rail Transportation
Public Utility Comm

RECEIVED

MAY 3 1985

SECRETARY'S OFFICE
Public Utility Commission

Re: Bulk, Inc.
Our File 3116C

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

Dear Mr. Rich:

We are enclosing a copy of the Certificate of Authority issued to Bulk, Inc. by the Pennsylvania Department of State. We had not yet received this Certificate of Authority at the time that the above application was filed. Therefore, please attach the Certificate of Authority to the application.

If anything further is required, please call me.

Very truly yours,

VUONO, LAVELLE & GRAY


William A. Gray

cas

Enclosure

cc: Ms. Frances Walkinshaw (w/enc.)
Bulk, Inc.

DOCUMENT
FOLDER

Commonwealth of Pennsylvania
Department of State

85330334



CERTIFICATE OF AUTHORITY

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Corporation Law, a Foreign Corporation is required to obtain a "Certificate of Authority" before it may do business in the Commonwealth and

Whereas,

BULK, INC.

has presented to the Department of State an Application for the same, and in accordance with the requirements of the law, has designated as its registered office in this Commonwealth

2310 GRANT BUILDING
PITTSBURGH, PA 15219

Therefore, Know Ye, I Do By These Presents, issue unto such corporation, this Certificate of Authority to transact in the Commonwealth of Pennsylvania the business of

TRANSPORT PROPERTY AS A FOR-HIRE MOTOR CARRIER

Given under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 18th day of April in the year of our Lord one thousand nine hundred and eighty-five and of the Commonwealth the two hundred ninth



William R. Davis

Secretary of the Commonwealth

0865765

DOCUMENT
FOLDER

WILLIAM A GRAY ESQ
2310 GRANT BLDG
PITTSBURGH PA 15219

EDWARD G. FIRST, JR.
ROBERT H. GRISWOLD
MOSES K. ROSENBERG
ARTHUR L. BERGER
FRANCIS B. HAAS, JR.
G. THOMAS MILLER
DONALD R. WASEL
RICHARD R. LEFÈVER
J. THOMAS MENAKER
CLYDE W. MCINTYRE
S. BERNE SMITH
ROD J. PERA
EDWARD W. ROTHMAN
ROBERT A. MILLS
W. JEFFRY JAMOUNEAU
HERBERT R. NURICK
DAVID E. LEHMAN
NORMAN I. WHITE
F. MURRAY BRYAN
RICHARD W. STEVENSON
WILLIAM A. CHESNUTT
HENRY R. MACNICHOLAS
WILLIAM M. YOUNG, JR.

ROBERT M. CHERRY
DAVID B. DISNEY
H. LEE ROUSSEL
MAURICE A. FRATER
C. GRAINGER BOWMAN
JOHN S. OYLER
DELANO M. LANTZ
HARVEY FREEDENBERG
EDWARD J. RIEHL
JASON S. SHAPIRO
ERIC L. BROSSMAN
ROBERT D. STETS
TERRY R. BOSSERT
MARY JANE FORBES
JEFFREY B. CLAY
DAVID M. KLEPPINGER
NEAL S. WEST
JESSIE L. SMITH
BRUCE A. FELDMAN
RANDOLPH M. BAKER
FRANKLIN A. MILES, JR.
MICHAEL A. DOCTROW
PETER A. LATTA

MCNEES, WALLACE & NURICK
ATTORNEYS AT LAW

100 PINE STREET
P. O. BOX 1166
HARRISBURG, PA. 17108-1166
TELEPHONE (717) 232-8000

STERLING G. MCNEES
1923-1959
DAVID M. WALLACE
1942-1967

May 2, 1985

RECEIVED

MAY 03 1985

GILBERT NURICK
JAMES H. BOOSER
HARRY H. FRANK
JEFFERSON C. BARNHART
JAMES W. HAGAR
JAMES H. KING
OF COUNSEL

Non-Rail Transportation
Public Utility Comm.

In re: Bulk, Incorporated
A- 106205
(ETA Application)

Peter S. Marzolf, Chief Technical Review Section
Bureau of Non-Rail Transportation
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Dear Mr. Marzolf:

We represent Schwerman Trucking Co., a common carrier which holds a considerable amount of intrastate operating authority to transport cement. We understand that a company called Bulk, Incorporated, may be in the process of seeking emergency temporary authority from Pennsylvania Public Utility Commission to transport cement. Our information suggests that the supporting shipper is Lehigh Portland Cement Company, which has various facilities located in Pennsylvania.

The authority of Schwerman is found at A-92811, and various folders and amendments thereto. A synopsis of the authority involving cement is attached hereto.

Basically, the position of Schwerman Trucking Co. is as follows:

- 1) If the authority being sought by Bulk, Incorporated is limited to the facility of Lehigh Portland Cement Company located in York County, Schwerman will not object.
- 2) On the other hand, if the application would involve facilities of Lehigh Portland Cement Company located within the territory authorized to be served by Schwerman Trucking Co., Schwerman would object. It has equipment available and is actively soliciting traffic.

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
MAY 13 1985
ENTRY No. 106205

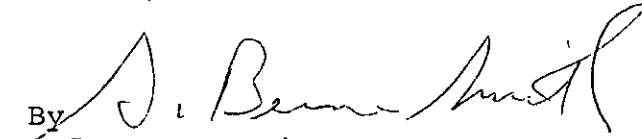
Page 2

Peter S. Marzolf
Pennsylvania Public Utility Commission
May 2, 1985

We will appreciate being put on the service list with respect to this case. In addition, we ask that a copy of any application which has been filed by Bulk, Incorporated and any supporting documents be supplied to the undersigned. We have a credit account with the Commission and will promptly remit for the expense of duplication of same. Thank you for your attention to this matter.

Very truly yours,

McNEES, WALLACE & NURICK

By 
S. Berne Smith

SBS/mem

Enclosure:

cc: Mr. Richard H. Prevette, Director of Commerce
Schwerman Trucking Co.

A. 00092811

To transport, as a Class D carrier, cement in bulk or containers for the Penn-Dixie Cement Corporation from its plant in the Village of West Winfield, Winfield Township, Butler County, to points within an airline distance of one hundred twenty-five (125) miles of the said plant. (Formerly A. 75766, Folder 2)

To transport, as a Class D carrier, cement in bulk or containers for the Universal Atlas Cement Division of United States Steel Corporation from its plant in the Village of Universal, Penn Township, Allegheny County, to points within an airline distance of one hundred twenty-five (125) miles of the said plant. (Formerly A. 75766, Folder 2)

To transport, as a Class D carrier, cement in bulk and/or in bags for the Lone Star Cement Corporation from the plant site of the said corporation in the Borough of Nazareth and the Township of Nazareth, Northampton County, to points in Pennsylvania, with right to return to the plant site, refused, rejected or damaged shipments of parts thereof. (Formerly A. 75766, Folder 2)

To transport, as a Class D carrier, cement in bulk and/or in bags for the Penn-Dixie Cement Corporation from plant sites of the said corporation in the County of Northampton to points in Pennsylvania, with the right to return to the plant sites, refused, rejected or damaged shipments or parts thereof. (Formerly A. 75766, Folder 2)

A. 00092811 (continued)

To transport, as a Class D carrier, cement in bulk and/or in bags for the Universal Atlas Cement Division of United States Steel Corporation from the plant site of said division in the Borough of Northampton, Northampton County, to points in Pennsylvania, with right to return to the plant site, refused, rejected or damaged shipments or parts thereof.
(Formerly A. 75766, Folder 2)

To transport, as a Class D carrier, dry cement, for the Universal Atlas Cement Division of United States Steel Corporation originating at its plant in the Village of Universal, Penn Township, Allegheny County, and the Borough of Northampton, Northampton County, for the Penn-Dixie Cement Corporation originating at its plants in the Village of West Winfield, Winfield Township, Butler County, and its plant sites in the County of Northampton, and for the Lone Star Cement Corporation originating at its plant in the Borough of Nazareth and the Township of Nazareth, Northampton County, having a prior or subsequent movement by rail or water, between points in Pennsylvania; provided that no right, power or privilege is granted to transport dry cement between points in the territory comprising the City and County of Philadelphia and within thirty-five (35) miles by the usually traveled highways of the limits of the said city and county, except in bulk in tank vehicles or hopper-type vehicles.
(Formerly A. 75766, Folder 2)

To transport, as a Class D carrier, cement from the production plant of the Marquette Cement Manufacturing Company on Neville Island, Neville Township, Allegheny County, to points in Pennsylvania, and the return of refused, rejected or damaged shipments or parts of shipments to the point of origin.
(Formerly A. 75766, Folder 2)

A. 00092811 (continued)

To transport, as a Class D carrier, cement originating at the production plant of the Marquette Cement Manufacturing Company in the Township of Neville, Neville Island, Allegheny County, having a prior or subsequent movement by rail or water, between points in Pennsylvania; provided that the transportation of cement between points in the territory comprising the City and County of Philadelphia and within thirty-five (35) miles by the usually traveled highways of the limits of said city and county shall be confined to the transportation of cement in bulk in tank vehicles or in hopper-type vehicles;

and subject to the following conditions is necessary or proper for the service, accommodation or convenience of the public:

FIRST: That the certificate holder is limited and restricted to the operation of the motor vehicles as named and described in the Equipment Certificate to be subsequently issued.

SECOND: That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and/or rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

THIRD: That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.

A. 00092811 (continued)

FOURTH: That the certificate holder shall comply with all the provisions of the Public Utility Law as now existing or as may hereafter be amended, and revised General Order No. 29, effective July 1, 1939, or as may hereafter be revised, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

A. 00092811, Folder 1, Am-A

To transport, as a Class D carrier, cement, from the plant site of Universal Atlas Cement Division of United States Steel Corporation in the village of Universal, Penn Township, Allegheny County, to points in Pennsylvania.

A. 00092811, Folder 1, Am-B

To transport, as a Class D carrier, dry bulk cement, in tank or hopper-type vehicles, and dry cement in bags or containers, between points in the counties of Lehigh, Northampton, Berks, Montgomery, and York, and from points in the said counties to points in Pennsylvania; and the return of refused or rejected merchandise, empty containers and such other facilities used in the transportation of cement, from points in Pennsylvania to points in the counties of Lehigh, Northampton, Berks, Montgomery, and York;

subject to the following conditions:

FIRST: That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the right to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

SECOND: That applicant shall not record in its utility accounts any amount representing the right herein granted, in excess of the actual cost of such right to the original holder thereof.

THIRD: That the applicant charge to Account 1550, Other Intangible Property, \$50,000, being the amount of the consideration payable by it for the right and going concern value attributable thereto; less any amount recorded under condition 2 above.

A. 00092811, Folder 1, Am-C.

To transport, as a Class D carrier, cement, from the plantsite of Lehigh Portland Cement Company in the village of Universal, Penn Township, Allegheny County, to points in Pennsylvania.

To transport, as a Class D carrier, cement in bulk and/or in bags for the Lehigh Portland Cement Company from the plantsite of said company in the borough of Northampton, Northampton County, to points in Pennsylvania, with the right to return to the plantsite, refused, rejected or damaged shipments or parts thereof.

To transport, as a Class D carrier, dry cement, for the Lehigh Portland Cement Company originating at its plant in the village of Universal, Penn Township, Allegheny County, and the borough of Northampton, Northampton County, for the Penn-Dixie Cement Corporation originating at its plant in the village of West Winfield, Winfield Township, Butler County, and its plantsite in the county of Northampton, and for the Lone Star Cement Corporation originating at its plant in the borough of Nazareth and the township of Nazareth, Northampton County, having a prior or subsequent movement by rail or water, between points in Pennsylvania; provided that no right, power or privilege is granted to transport dry cement between points in the territory comprising the city and county of Philadelphia and within thirty-five (35) miles by the usually traveled highways of the limits of the said city and county, except in bulk in tank vehicles or hopper-type vehicles.

SCHWERMAN TRUCKING CO.
Operating Authority

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A. 00092811, Folder 1, Am-E

To transport, as a Class D carrier, cement from the production plant of the Lone Star Industries, Inc. on Neville Island, Neville Township, Allegheny County, to points in Pennsylvania.

To transport, as a Class D carrier, cement originating at the production plant of the Lone Star Industries, Inc., in the township of Neville, Neville Island, Allegheny County, having a prior or subsequent movement by rail or water, between points in Pennsylvania; providing that the transportation of cement between points in the territory comprising the City and County of Philadelphia and within thirty-five (35) miles by the usually traveled highways of the limits of said city and county shall be confined to the transportation of cement in bulk in tank vehicles or in hopper-type vehicles.

A. 00092811, Folder 2, Am-F

To transport, as a Class D carrier, cement, in bulk or in containers, from points in the borough of Wampum, Lawrence County, to points in Pennsylvania.

A. 00092811, Folder 2, Am-G

To transport, as a Class D carrier, cement mill waste and stack dust, in bulk, between points in Pennsylvania.

subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport flyash from the city of New Kensington, Westmoreland County, and points within an airline distance of 35 statute miles of the limits of said city; the township of Goshen, Clearfield County; the township of Monongahela, Greene County; and points in the counties of Armstrong and Indiana.

SECOND: That no right, power or privilege is granted to transport stack dust and cement mill waste in dump vehicles.

A. 00092811, Folder 2, Am-H

To transport, as a Class D carrier, cement in bulk in tank vehicles, from points in the city of Erie, Erie County, to points in Pennsylvania.

LEHIGH

LEHIGH PORTLAND CEMENT COMPANY

P. O. BOX 1882
718 HAMILTON MALL, ALLENTOWN, PA 18105-1882
215: 776-2600

L. E. CUMMINGS
VICE PRESIDENT - DISTRIBUTION & PLANNING
215: 776-2620

May 2, 1985

HAND DELIVERED

A-106205

Pennsylvania Public Utility Commission
Att: Mr. Barry Ernst - Director
Bureau of Non-Rail Transport
409 Transport & Safety Bldg.
Commonwealth & Forster St.
Harrisburg, Pa. 17120

Gentlemen:

Lehigh's trucker, Cement Express, Inc., terminated service from our West York, Pa., white cement plant on one day's notice - effective May 1, 1985.

White cement requires special tank trailers. We contacted Schwerman Trucking, NuBulk, Inc. a division of Chemical Leaman, Fleet Transport, and others. The twenty special tanks required could not be made immediately available. Immediate availability is critical to our highly competitive business. We are extremely vulnerable to import competition.

We have obtained a carrier - Bulk, Inc., who has the equipment we need and who is willing to provide immediate service. They have permanent PUC authority application pending before your Commission.

We urgently request that you issue Emergency Temporary Authority, effective immediately, to Bulk, Inc. for service from our West York, Pa., facility to points throughout Pennsylvania and vice versa. This will prevent loss of business and possible job lay-offs.

Thank you for your help.

RECEIVED

MAY 02 1985

Yours very truly,

L. E. Cummings
L. E. Cummings

LEC:mjs

Non-Rail Transportation
Public Utility Comm.