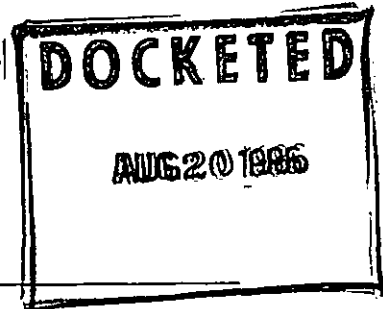


EXTENSION OF TIME FOR COMPLIANCE ORDERS
MOTOR CARRIERS

~~106275~~ A-106218
Docket Number

J. Bruce Walter, Esquire
410 W. Third Street
P.O. Box 1166
Harrisburg, Pa. 17109

Applicant/Attorney



Commission Order Adopted: June 26, 1986

Extension of time until: September 30, 1986

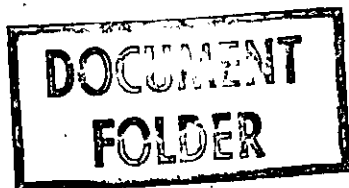
Reason for Extension: needs more time

Outstanding Requirements: Swift + Contracts (4)

Requested By: Mr Bruce Walter - by phone

cc: applicant
2220 Dutch Gold Drive
Lancaster, Pa. 16061

Approval given by:



Elizabeth McConnell Ditzler
Elizabeth McConnell Ditzler
PUC - Service Section
717-787-3366

EXTENSION OF TIME FOR COMPLIANCE ORDERS
MOTOR CARRIERS

A. 00106218

Docket Number

J. Bruce Walter, Esquire

410 North Third Street, P.O. Box 1166

Harrisburg, PA 17108

Applicant/Attorney

DUTCH GOLD HONEY, INC.

DOCKETED

SEP 15 1986

Commission Order Adopted: June 26, 1986

Extension of time until: October 31, 1986

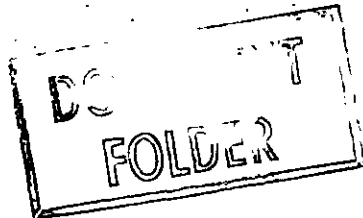
Reason for Extension: needs more time for tariff

Outstanding Requirements: tariff

Requested By: Tariff Agent

DUTCH GOLD HONEY, INC.
220 Dutch Gold Drive
Lancaster, PA 16061

Approval given by:



Elizabeth McConnell Ditzler
Elizabeth McConnell Ditzler
PUC - Service Section
717-787-3366



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

September 18, 1986

IN REPLY PLEASE
REFER TO OUR FILE

• J. Bruce Walter
Attorney at Law
410 North Third Street
P.O. Box 1146
Harrisburg, Pa. 17108-1146

•
Re: A-00106218; Application of Dutch Gold Honey, Inc.

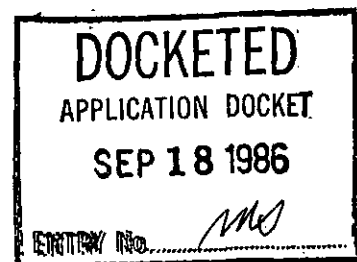
Dear Mr. Walter:

We have received the bilateral contracts submitted in compliance with the Commission's order adopted at the Public Meeting of June 26, 1986. A review of the contracts find that they are in conformance with Commission regulations as set forth in Title 52, Pa. Code §31.45, and are acceptable for filing.

Very truly yours,

William P. Hoshour
Technical Review Section
Bureau of Transportation

cc: E. Ditzler
Tariff Section
✓ Document Folder



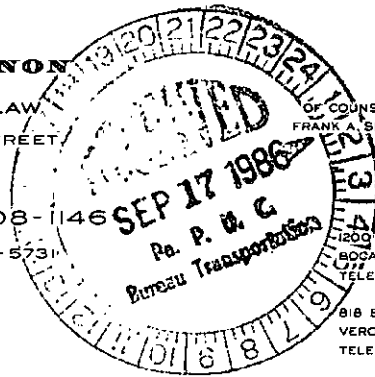
RHOADS & SINON

ATTORNEYS AT LAW
410 NORTH THIRD STREET

P.O. BOX 1146

HARRISBURG, PA 17108-1146

TELEPHONE (717) 233-5731



OF COUNSEL
FRANK A. SINON

PAUL H. RHOADS
1907-1984
JOHN M. MUSSELMAN
1919-1980
CLYLE R. HENDERSHOT
1922-1980

1200 NORTH FEDERAL HIGHWAY
BOCA RATON, FL 33432
TELEPHONE: (305) 395-5595

818 BEACHLAND BOULEVARD
VERO BEACH, FL 32963
TELEPHONE: (305) 231-2525

FILE NO 23200

HENRY W. RHOADS
ROBERT H. LONG, JR.
GERALD K. MORRISON
SHERILL T. MOYER
JAN P. PADEN
RICHARD B. WOOD
LAWRENCE B. ABRAMS III*
J. BRUCE WALTER
JOHN P. MANBECK
FRANK J. LEBER
R. STEPHEN SHIBLA
J. CLINTON SCOTT*
CHARLES L. SIECK*
PAUL A. LUNDEEN
JACK F. HURLEY, JR.
NATHAN H. WATERS, JR.
HARVEY R. SCHNEIDER, P.A.**

DAVID B. DOWLING
EVELYN S. HARRIS
DAVID O. TWADDELL
DAVID F. O'LEARY
CHARLES J. FERRY
JENS H. DAMGAARD
BRADLEY J. GUNNISON*
JOEL R. BURCAT
DRAKE D. NICHOLAS
STANLEY A. SMITH
THOMAS A. FRENCH
MARK L. KRALL**
MARC S. STEIN
DEAN H. DUSINBERRE
DONNA M. J. CLARK
LYNNE P. KLAUER
PAUL A. LUNDBERG*
ADAM G. HEFFNER**

*ALSO ADMITTED TO THE FLORIDA BAR
**ADMITTED TO THE FLORIDA BAR ONLY

Re: Application of Dutch Gold Honey, Inc., A.106218

September 16, 1986

RECEIVED

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

SEP 18 1986
REC'D
PUB. UTILITY COM. OF PA

Dear Secretary Rich:

Enclosed you will please find Transportation Contracts with the following shippers:

1. Gamber Glass Container Company;
2. Shank's Extracts;
3. Nolt's Ponds, Inc.; and
4. Kitchen Kettle Foods, Inc.

Very truly yours,

RHOADS & SINON

By: 
J. Bruce Walter

Enclosures

cc: Ms. Nancy Gamber Neff
Dutch Gold Honey, Inc.



RECEIVED

JBW

TRANSPORTATION CONTRACT

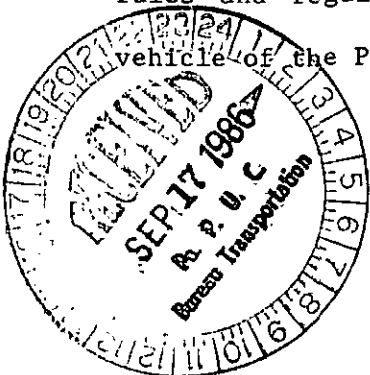
Agreement made this *31st* day of *Sept.*, 1986, by and between Gamber Glass Container Company, hereinafter referred to as "Shipper", and Dutch Gold Honey, Inc., a contract carrier holding or one who will hold a permit from the Pennsylvania Public Utility Commission, hereinafter referred to as "Carrier".

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less than 2 truck-loads and all such additional freight as may be tendered, and Carrier shall per month promptly render such services when and wherever called upon, within the limits of its equipment and facilities. The services to be rendered shall be in accordance with the authority of Carrier from the Pennsylvania Public Utility Commission as A.106218, to be attached hereto as Attachment 1, to transport, as a contract carrier, as set forth in Carrier's schedule of rates Contract - Pa. P.U.C. No. 1, and supplements thereto and reissues thereof.

2. The transportation services to be performed hereunder are to be compensated for on the basis of the rates and charges described in the above-mentioned schedule.

3. Carrier shall comply with the provisions of law and all of the rules and regulations applicable to the transportation of property by motor vehicle of the Pennsylvania Public Utility Commission and of any other federal,



state or local government, agency or subdivision thereof having jurisdiction over such transportation.

4. Carrier is an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. Carrier shall have the exclusive right to employ and discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees of Carrier at all times. Neither the Carrier nor its agents, servants or employees is authorized to act as agent for the Shipper, make any agreements with third persons on behalf of or to bind the Shipper in any way.

5. (a) Carrier shall carry public liability insurance coverage issued by a company approved by the Pennsylvania Public Utility Commission in such limits as Shipper may from time to time approve for any personal injuries and property damage caused in the operation of any equipment used in the transportation, loading or unloading of shipper's products.

(b) Carrier shall carry cargo insurance issued by a company approved by the Pennsylvania Public Utility Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported, loaded or unloaded.

6. The terms and conditions of the Agreement shall apply whether the transportation is performed to or from the facilities of Shipper or those of third persons at the request of Shipper.

7. Carrier shall issue and obtain receipt for the commodities transported upon forms satisfactory to Shipper.

8. If Carrier is required to collect Shipper's charges for property transported, it shall not effect delivery except upon receipt of cash or certified check unless otherwise instructed in writing by Shipper.

9. In such cases when shipments are tendered, on a freight charge collect basis, such charges will be collected from consignee; however, in the event Carrier is unable to collect such charges from the consignee, Shipper shall be so informed of such charges due and in all such cases shall guarantee and pay such charges to Carrier.

10. Neither Shipper or Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods or any other cause not within the control of the party in default.

11. Except as otherwise provided herein, this Agreement shall continue in full force and effect for a period of one year from the date hereof and shall continue indefinitely thereafter subject to cancellation after the expiration of the first year by either party upon not less than thirty (30) days' prior written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CARRIER

DUTCH GOLD HONEY, INC.

By: *W. Ralph Gamber*

SHIPPER

GAMBER GLASS CONTAINER COMPANY

By: *Nancy Gamber Neff*

TRANSPORTATION CONTRACT

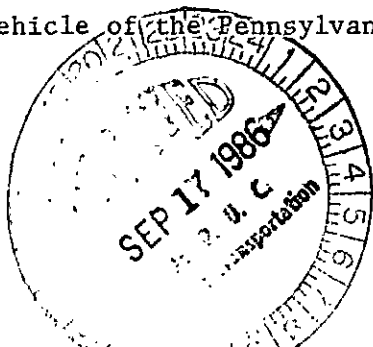
Agreement made this 5th day of Sept., 1986, by and between Shank's Extracts, hereinafter referred to as "Shipper", and Dutch Gold Honey, Inc., a contract carrier holding or one who will hold a permit from the Pennsylvania Public Utility Commission, hereinafter referred to as "Carrier".

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less than 4 Pallets per month and all such additional freight as may be tendered, and Carrier shall promptly render such services when and wherever called upon, within the limits of its equipment and facilities. The services to be rendered shall be in accordance with the authority of Carrier from the Pennsylvania Public Utility Commission as A.106218, to be attached hereto as Attachment 1, to transport, as a contract carrier, as set forth in Carrier's schedule of rates Contract - Pa. P.U.C. No. 1, and supplements thereto and reissues thereof.

2. The transportation services to be performed hereunder are to be compensated for on the basis of the rates and charges described in the above-mentioned schedule.

3. Carrier shall comply with the provisions of law and all of the rules and regulations applicable to the transportation of property by motor vehicle of the Pennsylvania Public Utility Commission and of any other federal,



state or local government, agency or subdivision thereof having jurisdiction over such transportation.

4. Carrier is an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. Carrier shall have the exclusive right to employ and discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees of Carrier at all times. Neither the Carrier nor its agents, servants or employees is authorized to act as agent for the Shipper, make any agreements with third persons on behalf of or to bind the Shipper in any way.

5. (a) Carrier shall carry public liability insurance coverage issued by a company approved by the Pennsylvania Public Utility Commission in such limits as Shipper may from time to time approve for any personal injuries and property damage caused in the operation of any equipment used in the transportation, loading or unloading of shipper's products.

(b) Carrier shall carry cargo insurance issued by a company approved by the Pennsylvania Public Utility Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported, loaded or unloaded.

6. The terms and conditions of the Agreement shall apply whether the transportation is performed to or from the facilities of Shipper or those of third persons at the request of Shipper.

7. Carrier shall issue and obtain receipt for the commodities transported upon forms satisfactory to Shipper.

8. If Carrier is required to collect Shipper's charges for property transported, it shall not effect delivery except upon receipt of cash or certified check unless otherwise instructed in writing by Shipper.

9. In such cases when shipments are tendered, on a freight charge collect basis, such charges will be collected from consignee; however, in the event Carrier is unable to collect such charges from the consignee, Shipper shall be so informed of such charges due and in all such cases shall guarantee and pay such charges to Carrier.

10. Neither Shipper or Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods or any other cause not within the control of the party in default.

11. Except as otherwise provided herein, this Agreement shall continue in full force and effect for a period of one year from the date hereof and shall continue indefinitely thereafter subject to cancellation after the expiration of the first year by either party upon not less than thirty (30) days' prior written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CARRIER

DUTCH GOLD HONEY, INC.

By: *H. Ralph Gamber*

SHIPPER

SHANK'S EXTRACTS

By: *Robert F. Johnson, Pres*

RECEIVED

SEP 17 1986

TRANSPORTATION CONTRACT

SECRETARY'S OFFICE
Public Utility Commission

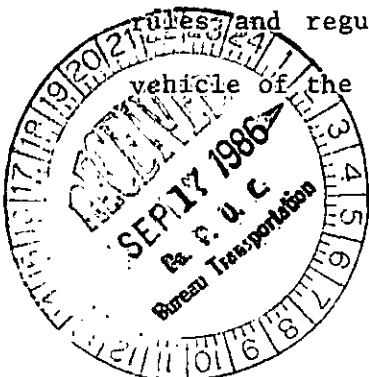
Agreement made this *10th* day of *Sept*, 1986, by and between Nolt's Pond's, Inc., hereinafter referred to as "Shipper", and Dutch Gold Honey, Inc., a contract carrier holding or one who will hold a permit from the Pennsylvania Public Utility Commission, hereinafter referred to as "Carrier".

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less than 3 truck-loads per year and all such additional freight as may be tendered, and Carrier shall promptly render such services when and wherever called upon, within the limits of its equipment and facilities. The services to be rendered shall be in accordance with the authority of Carrier from the Pennsylvania Public Utility Commission as A.106218, to be attached hereto as Attachment 1, to transport, as a contract carrier, as set forth in Carrier's schedule of rates Contract - Pa. P.U.C. No. 1, and supplements thereto and reissues thereof.

2. The transportation services to be performed hereunder are to be compensated for on the basis of the rates and charges described in the above-mentioned schedule.

3. Carrier shall comply with the provisions of law and all of the rules and regulations applicable to the transportation of property by motor vehicle of the Pennsylvania Public Utility Commission and of any other federal,



state or local government, agency or subdivision thereof having jurisdiction over such transportation.

4. Carrier is an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. Carrier shall have the exclusive right to employ and discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees of Carrier at all times. Neither the Carrier nor its agents, servants or employees is authorized to act as agent for the Shipper, make any agreements with third persons on behalf of or to bind the Shipper in any way.

5. (a) Carrier shall carry public liability insurance coverage issued by a company approved by the Pennsylvania Public Utility Commission in such limits as Shipper may from time to time approve for any personal injuries and property damage caused in the operation of any equipment used in the transportation, loading or unloading of shipper's products.

(b) Carrier shall carry cargo insurance issued by a company approved by the Pennsylvania Public Utility Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported, loaded or unloaded.

6. The terms and conditions of the Agreement shall apply whether the transportation is performed to or from the facilities of Shipper or those of third persons at the request of Shipper.

7. Carrier shall issue and obtain receipt for the commodities transported upon forms satisfactory to Shipper.

8. If Carrier is required to collect Shipper's charges for property transported, it shall not effect delivery except upon receipt of cash or certified check unless otherwise instructed in writing by Shipper.

9. In such cases when shipments are tendered, on a freight charge collect basis, such charges will be collected from consignee; however, in the event Carrier is unable to collect such charges from the consignee, Shipper shall be so informed of such charges due and in all such cases shall guarantee and pay such charges to Carrier.

10. Neither Shipper or Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods or any other cause not within the control of the party in default.

11. Except as otherwise provided herein, this Agreement shall continue in full force and effect for a period of one year from the date hereof and shall continue indefinitely thereafter subject to cancellation after the expiration of the first year by either party upon not less than thirty (30) days' prior written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CARRIER

DUTCH GOLD HONEY, INC.

By: *W. Ralph Gamber*

SHIPPER

NOLT'S POND'S, INC.

By: *Burnell K. Wogaman Mgr.*

SEP 17 1986

TRANSPORTATION CONTRACTSECRETARY'S OFFICE
Public Utility Commission

Agreement made this *10th* day of *Sept*, 1986, by and between Kitchen Kettle Foods, Inc., hereinafter referred to as "Shipper", and Dutch Gold Honey, Inc., a contract carrier holding or one who will hold a permit from the Pennsylvania Public Utility Commission, hereinafter referred to as "Carrier".

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Shipper hereby engages Carrier to transport not less than 7 truckloads per year and all such additional freight as may be tendered, and Carrier shall promptly render such services when and wherever called upon, within the limits of its equipment and facilities. The services to be rendered shall be in accordance with the authority of Carrier from the Pennsylvania Public Utility Commission as A.106218, to be attached hereto as Attachment 1, to transport, as a contract carrier, as set forth in Carrier's schedule of rates Contract - Pa. P.U.C. No. 1, and supplements thereto and reissues thereof.

2. The transportation services to be performed hereunder are to be compensated for on the basis of the rates and charges described in the above-mentioned schedule.

3. Carrier shall comply with the provisions of law and all of the rules and regulations applicable to the transportation of property by motor vehicle of the Pennsylvania Public Utility Commission and of any other federal,

state or local government, agency or subdivision thereof having jurisdiction over such transportation.

4. Carrier is an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. Carrier shall have the exclusive right to employ and discharge all persons required in the performance of the services contemplated hereunder and such persons shall be and remain employees of Carrier at all times. Neither the Carrier nor its agents, servants or employees is authorized to act as agent for the Shipper, make any agreements with third persons on behalf of or to bind the Shipper in any way.

5. (a) Carrier shall carry public liability insurance coverage issued by a company approved by the Pennsylvania Public Utility Commission in such limits as Shipper may from time to time approve for any personal injuries and property damage caused in the operation of any equipment used in the transportation, loading or unloading of shipper's products.

(b) Carrier shall carry cargo insurance issued by a company approved by the Pennsylvania Public Utility Commission and in such amount as Shipper may from time to time specify to cover any damages to the cargo while being transported, loaded or unloaded.

6. The terms and conditions of the Agreement shall apply whether the transportation is performed to or from the facilities of Shipper or those of third persons at the request of Shipper.

7. Carrier shall issue and obtain receipt for the commodities transported upon forms satisfactory to Shipper.

8. If Carrier is required to collect Shipper's charges for property transported, it shall not effect delivery except upon receipt of cash or certified check unless otherwise instructed in writing by Shipper.

9. In such cases when shipments are tendered, on a freight charge collect basis, such charges will be collected from consignee; however, in the event Carrier is unable to collect such charges from the consignee, Shipper shall be so informed of such charges due and in all such cases shall guarantee and pay such charges to Carrier.

10. Neither Shipper or Carrier shall be liable for any loss, damage, delay or failure to perform caused by acts of God, public enemy, revolutions or other disorders, wars, strikes, fires, floods or any other cause not within the control of the party in default.

11. Except as otherwise provided herein, this Agreement shall continue in full force and effect for a period of one year from the date hereof and shall continue indefinitely thereafter subject to cancellation after the expiration of the first year by either party upon not less than thirty (30) days' prior written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CARRIER

DUTCH GOLD HONEY, INC.

By: *Ralph Gombler*

SHIPPER

KITCHEN KETTLE FOODS, INC.

By: *Michael K. Gandy, Pres.*