

ALL-WAYS MOVING & STORAGE, CO., INC.

241 W. Housatonic St., Pittsfield, MA 01201

PHONE: 413-499-1577

FAX: 413-443-7256

www.allwaysmovingstorage.com

March 2, 2020

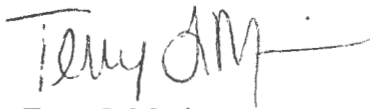
Mr. Tim Davis
DPU
1 South Station
Boston, MA 02110

Dear Mr. Davis,

Please find attached (2) copies of our updated Tariff's with a check for \$100.00 to cover the processing fee.

Please feel free to contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry L. Morin", with a long horizontal flourish extending to the right.

Terry L Morin,
Vice President

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EXPLANATION OF RATES

At All-Ways Moving & Storage, we work strictly by the hour. In addition to our hourly rate, we charge travel time rates for how long it takes us to get to the job and how long it takes us to return to our office from the job. Specific travel time is set for each town and city. (Example: Round trip travel from Pittsfield to Dalton and back to our office in Pittsfield would be 1 hour of travel time.) Our travel time rate is equivalent to our hourly move rate.

Regular Time Move Rates:

1-Man Crew w/ Truck	\$105.00 per hr
2-Man Crew w/ Truck	\$145.00 per hr
3-Man Crew w/ Truck	\$170.00 per hr
4-Man Crew w/ Truck	\$210.00 per hr

Over Time Move Rates:

1-Man Crew w/ Truck	\$157.50 per hr
2-Man Crew w/ Truck	\$217.50 per hr
3-Man Crew w/ Truck	\$255.00 per hr
4-Man Crew w/ Truck	\$315.00 per hr

* **Overtime Rates:** Will become effective after 8 hours worked in any given day. This means that regardless if you are the first or 2nd move of the day, "you may experience" overtime charges after approximately 4:00 pm. Any questions, please discuss prior to move day, or charges will apply.

* **Additional Charges:** There will be an additional charge of \$40.00 per hour for each additional man, if applicable.

* **Additional Charges:** There will be an additional charge of \$10.00 per hour for travel outside of Berkshire County.

* **Additional Charges:** There will be a fuel charge; specific cost is determined by location. (Example: Pittsfield fuel charge is \$25.00.)

* **Additional Charges:** There will be an additional charge of \$150.00 per day for an extra truck, if applicable for larger moves.

* **Additional Charges:** There will be an additional charge of \$150.00 per night, per truck for shipments held overnight on the truck(s) overnight, if applicable.

* **Additional Charges:** There will be an additional charge of \$40.00 for extra stops, safes, and/or piano handling, if applicable. Specialized piano moving equipment is used. The piano handling charge is to cover the equipment & the additional liability associated with moving pianos.

* **Payment:** Is due in full upon completion of the job, unless prior arrangements have been made in advance with our office. We accept cash, check or credit cards. (American Express, Visa & MasterCard) Automatic monthly payments are also available for storage accounts.

* **Insurance Options:** We are licensed, bonded & insured. Our standard replacement coverage is \$.60 per lb. per articles. Full valuation replacement coverage is also available for an additional \$8.00 per \$1,000 worth of insurance. This is based on the full replacement value of the shipment and needs to be set up 96 hours prior to the move date. A Certificate of Insurance will be provided the day of the move.

* **Saturday Rates:** All Saturday jobs will have a 4 hour minimum as well as an additional \$75.00 fee attached to each move.

* **Estimates are valid for 30 days only.**

I have reviewed the above Rates and the Moving & Packing Tips and agree to what is being explained.

Signature: _____ **Date:** _____

PLEASE NOTE: Movers work very hard to make your move go as smooth as possible, average gratuities are 10% of the final invoice.

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PAID

MAR 09 2020

Commonwealth of Massachusetts
Department of Public Utilities

TARIFF RATES - EFFECTIVE APRIL 1, 2020

LOCAL RATES - LESS THAN 50 MILES (WITHIN BERKSHIRE COUNTY)

Truck & Driver:

Regular Rate:	\$105.00 per hour
Overtime Rate:	\$157.50 per hour
Saturday Rate:	\$105.00 per hour
Sunday Rate:	\$210.00 per hour

Monday – Friday: 1-hour minimum

Saturday & Sunday: 4-hour minimum, plus a one time \$25.00 extra charge, per man

Helper(s):

Regular Rate:	\$40.00 per hour, per man
Overtime Rate:	\$60.00 per hour, per man
Saturday Rate:	\$40.00 per hour, per man
Sunday Rate:	\$80.00 per hour, per man

Warehouseman:

Regular Rate:	\$40.00 per hour, per man
Overtime Rate:	\$60.00 per hour, per man
Saturday Rate:	\$40.00 per hour, per man
Sunday Rate:	\$80.00 per hour, per man

Monday – Friday: 1-hour minimum

Saturday & Sunday: 4-hour minimum, plus a one time \$25.00 extra charge, per man



FOR DEPOSIT ONLY
DEPT OF PUBLIC UTILITIES
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TND CHECK

\$100.00

RATES - MORE THAN 50 MILES (OUTSIDE BERKSHIRE COUNTY)

Truck & Driver:

Regular Rate:	\$115.00 per hour
Overtime Rate:	\$172.50 per hour
Saturday Rate:	\$115.00 per hour
Sunday Rate:	\$230.00 per hour

Monday – Friday: 4-hour minimum

Saturday & Sunday: 4-hour minimum, plus a one time \$25.00 extra charge, per man

Helper(s):

* Rates for Helper(s) is the same as Regular Rates for moves under 50 miles.

Packing Rates:

* Rates for Packing is the same as Regular Rates, plus packing material costs.

Overtime Rates:

* Overtime rates become effective after 8 hours worked in any given day. This is regardless if the customer is the first job of the day that lasts longer than 8 hours or the last job that lasts only 1 hour. Overtime begins after 8 hours worked, minus any lunch time taken by our employees. (Example: If a job is worked from 8:00 am until 4:30 pm, with no lunch, then a half hour overtime rate would be charged from 4:00 to 4:30.)

TRAVEL TIME – FUEL CHARGE

An additional charge to the actual Bill of Lading hours shall be assessed for each vehicle and driver, helper(s), and supervisor/warehouseman to cover their Travel Time. Such a charge shall not be applied more than once during any one day to the same shipper for the same vehicle and driver, helper(s), or supervisor/warehouseman. Travel Time charges shall be calculated based upon one-way mileage from origin to destination subject to the Milo Mileage Guide as follows. In addition, each job will be charged a one time (fuel) charge to cover the cost of fuel, as outlined below.

Distance:	Travel Time:	Fuel Charge:
0 to 5 miles	½ hour	\$25.00
6 to 15 miles	1 hour	\$30.00
16 to 25 miles	1 ½ hours	\$40.00
26 to 35 miles	2 hours	\$50.00
36 to 50 miles	2 ½ hours	\$60.00
Over 50 miles	Based on actual time.	Based on fuel used.

ADDITIONAL SERVICES

Extra Stop Charge:	\$40.00 per stop
Overnight Charge:	\$150.00 per night (per truck)
Piano Handling Charge:	\$40.00 per piano
Safe Handling Charge:	\$40.00 per safe
Hoisting Charge:	\$25.00 per floor
Weighing Charge:	\$25.00 per weight
Supervisor Fee:	\$75.00 per hr.

ADDITIONAL VEHICLE CHARGE

Extra Truck Charge:	\$150.00 per extra truck
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CLAIMS

- A. Any claim for loss, damage, or overcharge shall be made in writing within 15 days of the time of delivery, or the time in which delivery should have been made, and shall be accompanied by original paid bill for transportation and original Bill of Lading, if not previously surrendered to carrier. Carrier may require certified or sworn statement of claim.
- B. Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original package.
- C. The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration however caused, but in no event to exceed the released value declared by the shipper.
- D. The carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or shipper or the authorized agent of either, except as to damage noted at time of delivery. When the carrier is directed to unload or deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.
- E. Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
- F. The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replace or recover the entire set, but in no event to exceed the released value declared by the shipper.
- G. The carrier's liability is limited to \$.60 per lb., per article following the provisions above, unless the declared value of the shipment is agreed upon in writing by the shipper or consignor and the carrier prior to the start of the job. This agreement must also be stated on the Bill of Lading and signed by the shipper or consignor.
- H. The carrier, may, at its sole option, make provision for a commercial insurance company, licensed to conduct business in the Commonwealth of Massachusetts, to furnish so-called "Certificates of Insurance" to carrier's customers. The cost of insurance directly protecting the shipper or consignor will be paid by the shipper or consignor and not by the carrier.

PAYMENT OF CARRIER'S CHARGES

- A. Carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges have been paid in cash, certified check, travelers check, bank check or accepted credit card.
- B. In the event of non-payment, the carrier may retain property or place it in storage at customer's charge and expense until carrier's rates and charges are paid in full.
- C. Carrier retains the right to require at the time, or prior to shipment, prepayment of all or any portion of the carrier's estimated charges.

- D. If the carrier cannot deliver the property at destination due to refusal, fault or mistake of shipper or consignor, consignee or party entitled to receive it, property may be kept in vehicle, depot, warehouse or place of business of the carrier subject to carrier's lien for lawful rates and charges and to carrier's liability as a warehouseman. At carrier's option, property may be removed and stored in a public or private warehouse at point of delivery, or, other available point, at the cost of the owner, and there held without liability on the part of the carrier, subject however, carrier's lien for all transportation, storage and other lawful charges, including, if provided by carrier, a reasonable charge for storage.
- E. In the event person(s) to whom property is consigned cannot be found at the address given for delivery, notice of the placing of property in a warehouse or storage facility shall be left at the address given for delivery and mailed to any other address given on the Bill of Lading for notification, showing the warehouse or storage facility location in which the property has been placed, subject, however, to carrier's lien for rates and lawful charges as specified within.

EXCEPTION ARTICLES

- A. Carrier will not accept for shipment property liable to impregnate, infest, or otherwise damage equipment or other property.
- B. Carrier will not accept for shipment articles which cannot be taken from premises without damage to the article or the premise.
- C. Carrier will not accept for shipment perishable articles, included, but not limited to frozen foods, articles requiring refrigeration, live plants, birds, fish or other animals.
- D. Carrier will not accept for shipment any explosives, hazardous or dangerous goods. Any person(s), whether principal or agent, shipping such goods shall be liable for, and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- E. Carrier will not accept for transportation, nor assume liability for the following property: Accounts, bills, credit cards, currency, deeds, legal documents, evidences of debt, letters (personal or business), money, notes, postage or revenue stamps, securities or similar valuables.
- F. Carrier will accept the following, provided they are specifically listed on the Bill of Lading or accompanying inventory identified as: Inventory items valued in excess of \$100 per lb., per article, i.e., jewelry, watches, precious stones or any article(s) of extraordinary value hereinafter defined as any article or item valued in excess of \$100 per lb.
- G. Each item or article, whether placed in a carton, box or otherwise prepared for shipment shall constitute one article. Any article or item which is disassembled for handling, including loading and unloading, shall be considered one article, regardless of the number of component parts or pieces after disassembly.
- H. The carrier solely reserves the right to furnish the number of personnel necessary to properly handle the shipment. Upon specific request of the shipper, or his agent, the carrier will furnish additional personnel (if available) as may be requested.
- I. Rates do not include the removal of any article embedded in the ground or secured to a building or structure. Nor to the dismantling, disassembly, assembly or reassembly of any outdoor items such

as, but not limited to, utility buildings, utility cabinets, swing sets, slides, jungle gyms nor to property inside a building such as steel shelving, pool tables, elongated work tables, counters and the like. At the customer's request the carrier will perform such services subject to labor rates, as identified above. In such cases, the customer will be required to furnish, at the time of reassembly, any new hardware such as nuts, bolts, etc. required to perform the service. Alternately, the carrier, shall choose to arrange for such services to be performed by a third party solely as the customer's agent. Carrier assumes no responsibility or liability for activities, conduct or workmanship of third-party vendors.