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February 6, 2020

Massachusetts Department of Public Utilities Transportation Oversight Division 1 South Station 5<sup>th</sup> Floor Boston, MA 02110 Commonwealth of Massachusetts Department of Public Utilities

FOR DEPOSIT ONLY
DEPT.OF PUBLIC UTILITIES
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\$100.00

Good Afternoon:

We would like to make a change to our M.D.T.E. No. 1 Tariff of rates that was originally dated February 2, 2016.

I have included our updated tariff that breaks out the new rates that we would like to have to replace our old rates.

We are also enclosing a check for \$100.00 to cover the filing fee.

Please let me know if there is any other further information that is needed.

Thank you for your assistance

Sincerely,

Kimberly A. Castine

President

**Castine Movers** 

1235 Chestnut Street

Athol, MA 01331

978-249-9105, x. 225

move@castinemovers.com



Frank L. Castine, Inc. Castine Motor Service 1235 Chestnut Street Athol, MA 01331 (978) 249-9105

Certificate Number 4690

Intra Massachusetts Household Goods Moving Rates

#### GENERAL RULES AND REGULATIONS

Governs all sections of this tariff unless otherwise provided within individual sections. Except as otherwise provided herein, the rate names in this tariff include one pick-up and loading at point of origin and one delivery and unloading at point of destination.

#### RULE 1

#### APPLICATION OF TARIFF

This tariff names rates, rules and regulations for the transportation of household goods in whole or in part incident to a move by a householder from one dwelling to another, between points in Massachusetts.

# RULE 2

#### IMPRACTICABLE OPERATION

The carrier shall not be obligated to perform pick-up or deliver or render any service at a place or places where it is impracticable to operate vehicles because of:

- 1. The condition of roads, streets, driveways, alleys or approaches thereto
- 2. Inadequate loading or unloading facilities
- 3. Any riot, strike, picketing or other labor disturbances.

# RULE 3

# PROPERTY SUBJECT TO BILL OF LADING

- (A) Unless otherwise provided, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of the Massachusetts Movers Association Household Goods Bill of Lading, as described herein, is required.
- (B) The rates shown herein are reduced conditioned upon the use of the Massachusetts Movers Association Household Goods Bill of Lading. Consignor, at his option, may elect not to accept the terms of the Massachusetts Movers Association Bill of Lading, and in lieu thereof, to have the carrier transport the property with the carrier's liability limited only as provided by common law, and by the laws of the United States and Commonwealth of Massachusetts insofar as they apply, but subject to the terms and the conditions of the Massachusetts Movers Association Household Goods of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability, the rate charged therefor will be 100 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding sixty (60) cents per pound per article or package including contents thereof.
- (C) Shipper may declare a value in excess of sixty (60) cents per pound per article, by paying an additional charge.
- (D) When the consignor elect not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such an election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier stating:

"In consideration of the higher rate charges, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law, but subject to the terms and conditions of bill of lading insofar as they are not inconsistent with such common carrier's liability."

# **RULE 4**

# INSPECTION OF ARTICLES

When carrier or his agent believe it necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

# **RULE 5**

# **DECLARATION OF VALUE**

- (A) Shippers are required to state he agreed or declared value of the property on the bill of lading prior to the start of any packing or moving service.
- (B) Valuations shall be declared and stated in dollars and cents per pound per article or lump sum declared values as stated on the bill of lading.
- (C) If shipper declines to declare the value in writing, the shipment will automatically be released at \$1.25 per pound as found in Option B above.
- (D) The agreed or declared value shall be deemed to relate to all services undertaken by the carrier or its agents and such agreed and declared value must be entered on the bill of lading and signed by the shipper in his(her) own hand.
- (E) Carrier must offer a minimum of 2 options of declared value, which are consistent with options A, B, and/or C defined on the Combined Uniform Household Goods Bill of Lading and Freight Bill.

#### RULE 6

# **CERTIFICATES OF INSURANCE**

Carrier may, at its option, provide "Certificates of Insurance" issued by an independent insurance company. The cost of any insurance in the name of the shipper will be borne by the shipper and will not be assumed by the carrier.

#### RULE 7

#### **PAYMENTS**

- (A) The carrier shall have the right to retain possession of any property transported by it and to place the same in storage at the charge and expense of the shipper until all tariff rates and charges thereon have been paid in cash, money order to certified check.
- (B) Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of charges.
- (C) Property not received by the party entitled to receive it after notice of the arrival of the property at destination, or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of the delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse and place of business of the carrier, subject to all lawful charges and the carrier's responsibility as warehouseman only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the party of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the even the consignee cannot be found at the address given for delivery, then in that event notice of the placing of such goods in warehouse 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 in which the property has been placed, subject to the provisions of this paragraph.

# RULE 8 IMPRACTICAL PICK-UP OR DELIVERY AND AUXILIARY SERVICES

- (A) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- (B) When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the buildings, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharps turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- (C) Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible of accomplishment, or transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for this auxiliary service to cover additional vehicle (if used) will be as provided in Item 190, and shall be in addition to all other transportation or additional services.
- (D) If the shipper does not accept the shipment at the nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. Transportation charges to apply for such service shall be the applicable tariff rate. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

#### RULE 9

#### WAREHOUSE PICK-UP OR DELIVERY

Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse, the rate for transportation include only the loading or unloading at door, platform, or other point convenient or accessible to the vehicle.

#### **RULE 10**

#### ARTICLES LIABLE TO CAUSE DAMAGE

- (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 the premises without damage to the articles or the premises, except, after due notice to the shipper such articles will be taken at the owner's risk.

(C)

#### RULE 11

# PERISHABLE ARTICLES

Carrier will not accept for shipment frozen foods, plants, or other articles requiring special handling or refrigeration except as provided in this rule.

#### (A) Frozen

- 1. The food is contained in a freezer which at time of loading is operating at normal deep freeze temperature.
- 2. The shipment is to be transported not more than 140 miles and/or delivery accomplished twenty-four hours form the time of loading.
- 3. No storage of shipment is required.

- 4. No preliminary or enroute servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.
- (B) Carrier will not be liable for damages to plants caused by atmospheric conditions or environmental distress.
- (C) When such articles are included in the shipment with or without knowledge of the carrier, responsibility for condition of flavor will not be assumed by carrier.

(D)

#### RULE 12

# ARTICLES OF EXTRAORDINARY VALUE

The carrier will not assume any liability whatsoever for: Documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deed, evidence of debt, securities, credit cards, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured therefrom which are not specifically listed on the bill of lading.

#### RULE 13

# DANGEROUS ARTICLES NOT ACCEPTED

Explosives, hazardous, or dangerous goods will not be accepted for shipment. Any person or persons whether principles or agent, shipping such goods shall be liable for an indemnify the carrier against all loss or damage caused by such goods and carrier shall not be liable for safe delivery of shipment.

# **RULE 14**

# CONSOLIDATED SHIPMENTS

- (A) Property of two or more families or establishments will not be accepted as a single shipment. Property of each family or establishment must be handled as a separate shipment on a separate bill of lading.
- (B) The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the name of a party to notify of the arrival of the shipment at destination.

#### **RULE 15**

#### COMPLETE ARTICLE

Each shipping piece or package and contents thereof shall constitute one article. The total component parts of any article taken apart, or knocked down for handling or loading in vehicle, shall constitute one article.

#### RULE 16

# REISSUED ITEMS, RULES OR PAGES

Reference made herein to items, rules or pages in this tariff include reference to reissue of such items, rules or pages.

# **RULE 17**

# **CLAIMS**

- (A) Any claim for loss, damage, or overcharge shall be made in writing within 30 days of the time of delivery, or the time 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 of 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 no exceeding the actual cash value of the property at time and

place of loss, with due allowance for depreciation or deterioration howsoever 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 delivery property (or render any service) 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 an 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, replacement or recovering of the entire set, but in no event to exceed the released value declared by the shipper.

#### RULE 18

#### SERVICING SPECIAL ARTICLES

The transportation rates in this tariff do not include servicing or unservicing articles or appliances such as Refrigerators, Deep Freeze Cabinets, Radios, Record Players, Washing Machines, Television Sets, video Cassette Records (VCR's), Dryers, Microwave Ovens, Computers, Electronic Games, Stereo Equipment, HiFi Equipment, Clocks, Satellite Dishes, Hot Tub / Whirlpool Baths, Air Conditioners, and the like which, if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and unserviced as provided in (A) or (B) below.

- (A) Upon request of shipper, owner or consignee or the goods, carrier may, subject to (B) below, service and unservice such articles and appliances at origin and destination for the additional charge provided in Section I, Additional Services. Such servicing and unservicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect, remove, connect and install such articles and appliances.
- (B) If carrier does not possess the qualified personnel to properly service and unservice such articles or appliances, carrier may upon request of shipper, owner or consignee and as agent for them engage third parties to perform the servicing and unservicing. When third parties are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity or service furnished.
- (C) All charges of third parties must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and bill as an Advanced Charge as provided in Rule 25 herein.
- (D) Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading, unloading of any single article weighing 1,000 pounds or more. The extra handling, loading or unloading in every instance must be provided by the shipper, or if the carrier has additional personnel and equipment available, such extra services upon request of the shipper may be provided by the carrier at charges as show in this tariff. When necessary such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by the shipper.

# RULE 19

# MARKING AND PACKING

- (A) Articles of fragile or breakable nature must be properly packed.
- (B) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.
- (C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions and transported at owner's risk.

(D) Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, carrier may arrange to have such articles properly packed at charges as shown in this tariff.

(E)

# RULE 20

#### **FURNISHING HELPERS**

- (A) The carrier reserves the right to furnish the number of helper's necessary, in the opinion of the carrier, to properly handle shipments to be transported.
- (B) On request of shipper the carrier will furnish helpers in additional to number considered necessary by the carrier at the applicable rates for helpers.

#### RULE 21

#### SHIPMENT ACCEPTED

Shipments will be accepted subject to the requirements of ordinances of laws regulating the transportation of property, or the use of vehicles and facilities.

# RULE 22

# HOISTING OR LOWERING

Hoisting or lowering service will be performed only at points where carrier possesses necessary equipment and experienced personnel to perform such service, weather conditions permitting. Otherwise, upon request of shipper, consignee or owner, will endeavor to arrange for qualified service, if available, at the expensed of the shipper or consignee or owner of the goods. In such instances, the carrier will not be responsible for damage to shipment or property. (See items 146)

#### RULE 23

#### **DISPOSITION OF FRACTIONS**

Unless otherwise provided, to dispose of fractions in computing a charge, omit fractions of less than one-half of one cent, and increase to the next whole figure fractions of one-half or one cent or greater.

#### RULE 24

#### EXPLANATION OF HOLIDAYS

Except as otherwise provided, the following days will be considered holiday wherever reference is made to a holiday or holidays in this tariff (See Note)

New Year's Day (January 1)

Columbus Day (2nd Monday in October)

Washington's Birthday (3rd Monday in February) Veteran's Day (4th Monday in October)

Memorial Day (Last Monday in May)

Thanksgiving Day (4th Thurs, in November)

Indepence Day (July 4)

Christmas Days (December 25)

Labor Day (1st Monday in September)

Note: When a day other than the actual date is set aside by the State to be observed as that holiday, such day will be considered a holiday.

#### RULE 25

#### ADVANCED CHARGES

Charges advanced by carrier for services of other engaged at the request of the shipper will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges

When carrier engages the services of third persons at the request of and as agent for the shipper, carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity or the service furnished.

#### RULE 26

#### DISASSEMBLY AND REASSEMBLY

Transportation rates DO NOT included the removal of any article embedded in the ground or secured to a building, nor the assembly or disassembly of any outdoor articles such as steel utility buildings or cabinets, swing sets, slide, sky rides, jungle gyms, or other outdoor articles of similar nature, nor the assembly or disassembly of unusual articles found inside a building such as steel shelving, pool tables, elongated work tables, counters, etc. upon request of shipper, owner, or consignee, the carrier may disassemble or reassemble such articles, subject to labor charges provided in Item 120 herein, or arrange for the service of a third party. The shipper, in such case, will be required to furnish, at the time of reassembly, any new hardware, nuts, bolts, etc., necessary to perform the service.

#### **RULES 27**

# WRITTEN ESTIMATES/QUOTATIONS

Carrier may give an estimated cost in writing, but in so doing be qualified to estimate within twenty-five percent (25%) of actual charges. The final charges to be assessed shall not be more than 125% of the estimated cost.

- Note 1: Estimate must be in writing and signed by driver
- Note 2: Movement must commence within 60 days of date estimate is provided
- Note 3: Total charges set forth will cover only those specific quantities and services indicated on the estimate.
- Note 4: Movement is limited to the origin(s) and destination(s) indicated on the estimate.

#### RULE 28

#### BINDING ESTIMATE

Upon request, the carrier will provide a binding estimate for transportation and other services pertaining to a shipment as described in Para. 1 of Rule 1, in this tariff.

- Note 1: Estimate must be in writing and signed by carrier and shipper.
- Note 2: Movement must commence within 60 days of date estimate is provided
- Note 3: Total charges set forth will cover only those specific quantities and services indicated on the estimate.
- Note 4: Movement is limited to the origin(s) and destination(s) indicated on the estimate.

#### APPLICATION

This section applies on all shipment where distance between points of origin and point of destination is fifty (50) miles or less, as determined by the mileage guide.

Note: Shipments going to or from warehouse will not apply. See transportation to and from warehouse.

#### **RULE 29**

#### COMPUTING TIME

Unless otherwise provided herein, time charges will be computed at the hourly rate applicable from the time vehicle, helper or supervisors leave the carrier's warehouse until they return to the carrier's warehouse, less time spent for meals, vehicle breakdown or repair, subject to the following:

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows: Where the time involved is less than 15 minutes, one quarter hour. When in excess of 15 minutes, but not more than thirty (30) minutes, charge one-half hour. When in excess of 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour. When in excess of 45 minutes charge for one hour.

#### RULE 30

#### USE OF VEHICLE AND DRIVER

Carrier will not supply vehicle without driver.

# **RULE 31**

TIME

- (A) Each carrier participating in this tariff shall insert on the Household Goods Bill of Lading prescribed in this tariff, the time they start the job and the time they finish said job.
- (B) This shall not include the Travel Time as referred to in the Section.

#### RULE 32

#### FOUR HOUR MINIMUM

The hourly rates will be subject to a four (4) hour minimum charge in additional to the applicable charge for travel time.

#### GENERAL RULES – WEIGHT BASIS

Applicable in connection with weight/mileage rates in excess of 51 miles from point of origin to point of destination or transportation from or to warehouse.

# RULE 33 COMPUTATION OF CHARGES (WEIGHT BASIS)

Unless otherwise provided herein, where rates are states in amounts per hundred pounds, charges shall be computed by multiplying the total weight involved by the rates shown for a hundred pounds.

When a shipment is transported a distance in excess of that shown in the rate tables, charges shall be computed as follows:

- (A) First find the rate in the applicable weight column for the greatest distance shown in the applicable table of rates
- (B) Add to the above rate, \$.50 for each additional 100 miles or fraction thereof in excess of the distance shown in the rate table to obtain per hundred pound rate applicable on the shipment.

(C)

#### RULE 34

#### MINIMUM CHARGE

Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 2100 pounds shall be accepted only at a weight of 1000 pounds and at the applicable rate shown for 2100 pounds.

# RULE 35

#### WAITING OR DELAY

Rates and charges for any waiting time or delay, as shown in Items 180 of this section, will apply when vehicle is held for convenience of shipper or consignee, through no fault of the carrier.

# RULE 36

#### ALTERNATE CHARGES

Except for expedited service, the total transportation charges on any shipment shall not exceed the charge as would apply on the same shipment under the next greater unit of weight at rate applicable to such next greater unit of weight.

#### **RULE 37**

#### BASIS OF WEIGHT

- (A) The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weight prior to the transportation of each shipment, without the crew thereon, by a certified weighmaster or on a certified scale, and when so weighed the fuel tank on each such vehicle shall be full and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment. Each carrier shall retain in the vehicle, subject to inspection, as weighmaster's certificate or weight ticket as to each such vehicle showing the tare weight, the date weighed and a list of such equipment.
- (B) After the vehicle has been loaded it shall be weighed, without the crew theron, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is located at origin or at any point within a radius of 10 miles thereof, a constructive weight, based on seven pounds per cubic foot or properly loaded van

- space may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the bill of lading.
- (C) All tare, gross, actual or constructive weights, shall be properly certified to by the person or persons, wo ascertained such weights.
- (D) All tare, gross, actual or constructive weights, shall be properly certified to by the person or persons, who ascertained such weights.

(E)

#### RULE 38

# (A) - Expedited Service

- 1. Expedited service as used herein means tendering delivery of a shipment of less than 5000 pounds on or before a specified date.
- 2. Subject to the availability of equipment for the particular service desired, shippers may obtain expedited service on a shipment of less than 5000 pounds and transportation charges shall be computed on the basis of 5000 pounds and tariff rate applicable to 5000 pounds. The carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle refer to paragraph C.
- 3. Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this rule shall not apply. In such case the charges for the shipment shall be subject to all other applicable rules and provisions of this tariff.

# (D) - Complete Occupancy of Vehicle

Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a vehicle, or the peculiar character of which otherwise prevents its transportation with other shipments on the same vehicle, will be accepted at charges computed on the actual weight and subject to a minimum weight based on 7 pounds per cubic foot of total vehicle space.

#### BILL OF LADING TO BE MARKED OR STAMPED

COMPLETE OCCUPANCY OF VEHICLE
SHIPMENT MOVING AT WEIGHT OF \_\_\_\_\_POUNDS. ACTUAL WEIGHT \_\_\_\_POUNDS.

# (C) -Exclusive Use of a Vehicle

- 1. Subject to the availability of equipment, a shipper may order Exclusive Use of a Vehicle of specific cubic capacity, for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:
  - (a) 1000 cubic feet of 7000 pounds
  - (b) If the capacity of the vehicle ordered is in excess of 1000 cubic feet, the minimum charge shall be based on 7 pounds per cubic feet to total vehicle space ordered.

# BILL OF LADING TO BE MARKED OR STAMPED

EXCLUSIVE USE OF A VEHICLE OF \_\_\_\_CU.FT CAPACITY ORDERED BY SHIPPER SHIPMENT MOVING AT WEIGHT OF \_\_\_\_POUNDS ACTUAL WEIGHT \_\_\_\_POUNDS

# (E) – SPACE RESERVATION FOR A PORTION OF VEHICLE

Subject to availability of equipment, shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, in units of 100 cu.ft. and accepting transportation charges based on actual weight of shipment subject to minimum transportation charges as follows:

300 cu.ft. or less	2100 pounds
More than 3000 cu.ft	700 pounds per 100 cu.ft. unit ordered.

#### BILL OF LADING TO BE MARKED OR STAMPED.

SPACE RESERVATION OF \_\_\_\_CU.FT. CAPACITY ORDERED BY SHIPPER SHIPMENT MOVING AT WEIGHT OF \_\_\_\_POUNDS. ACTUAL WEIGHT \_\_\_\_POUNDS

#### (F) – DISPLAY OF VAN SPACE:

(G)

The number of cubic feet of van space shall be legibly displayed on each side of the vehicle used by the carrier in rendering service under Paragraphs (B) and (C) of this rule.

Note: All shipments subject to weighing provisions as provided in Rule 38.

#### RULE 39 MILEAGE AND INTERMEDIATE APPLICATION

- (A) Except as otherwise provided herein, where travel time rates are based on mileage, the distance, or mileage shall be that shown by the mileage guide.
- (B) If the shipper requests a longer route than the shortest practical route as shown in the mileage guide, the mileage over the longer route as shown therein will apply
- (C) If mileages are not shown from any point of origin or to any point of destination in the mileage guide, the mileage from or to the principal town in which each community is located shall apply.
- (D) If transportation rates are not shown herein for the actual distance provided in the mileage guide, the rate shown for the next greater distance shall apply.

#### **RULE 40**

#### EXTRA PICK-UP OR DELIVERY

Subject to Rule 15, portions of a shipment may be picked up or delivered at one of more places of origin, destination, or enroute. Charges will be for total weight of entire shipment for total distance via points of pick-up to final point of delivery, plus additional service charges applicable to each portion of the shipment. The total charges for picked up or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment. (See Item 144)

Except as otherwise specifically provided, Rate and Charges for Additional Services shown in this Section apply to all territories and are in addition to all other rates and charges in this tariff.

# Transportation Charges by Weight (lbs)

Rates in this section apply to all shipments not provided for in the time basis rates. Rates are in US dollars and cents per 100 pounds applied to actual weight (subject to a minimum weight as provided in rules herein) They include loading and unloading and the actual movement or transportation of property from origin to destination, but do not include Additional Services and Charges shown in this tariff. Rates will be calculated from origin, via points of extra pick-up or delivery, to destination and will apply to total weight.

Miles	1000 to 1999	2000 to 3999	4000 to	8000 to	12000 to 15999	16000 and
			7999	11999		Over
51-60	49.60	39.70	31.55	26.40	22.85	21.35
61-70	50.90	40.70	32.15	26.70	23.20	22.15
71-80	51.95	41.60	32.60	27.40	23.70	22.80
81-90	53.20	42.95	33.25	28.10	24.20	23.50
91-100	54.20	43.70	33.70	28.90	24.55	24.00
101-110	54.80	44.15	34.45	29.35	24.70	24.40
111-120	55.60	44.70	35.05	29.70	25.14	24.60
121-130	56.35	45.00	35.45	30.10	25.60	24.90
131-140	56.95	45.50	36.20	30.50	25.85	25.00
141-150	57.95	45.70	36.65	30.85	26.10	25.15
151-160	58.30	46.10	36.95	31.20	26.45	25.45
161-170	58.80	46.25	37.60	31.45	26.65	25.55
171-180	59.15	46.70	37.85	31.70	26.90	25.70
181-190	59.35	46.90	38.15	32.10	27.00	25.80
191-200	59.50	47.40	38.50	32.45	27.05	25.90
201-220	60.20	47.70	39.10	32.60	27.50	26.20
221-240	60.90	48.00	39.40	32.90	28.10	26.45
241-260	51.50	48.35	39.65	33.10	28.90	26.65
261-280	62.00	48.90	39.85	33.40	29.45	26.90
281-300	62.65	49.30	40.00	33.60	29.90	27.05

#### Fuel Surcharge

A Fuel-Related Cost Price Adjustment (Surcharge) will apply on transportation charges as provided herein.

- 1. On the first Monday of each calendar month, the "national U.S. average" price per gallon of diesel fuel will be determined based on the price stated by the U.S. Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail On-Highway Diesel Prices." This price will be obtained by calling the DOE Fuel Hot Line at 202-586-6966 or via the DOE Internet web site at <a href="https://www.eia.doe.gov">www.eia.doe.gov</a>.
- 2. If the first Monday of the calendar month is a Federal holiday, the price will be determined based on the stated DOE price available on the next subsequent business day (Tuesday).
- 3. The DOE fuel price obtained will then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the Fuel Cost Price Adjustment that will become applicable on the fifteenth (15<sup>th</sup>) day of the same month. The adjustment determined will apply for shipments loaded beginning on the 15<sup>th</sup> day of the month and remain in effect through the 14th day of the following month starting from the effective date of this item.

For example, if the reported price of self-service diesel fuel determined on Monday, June 4th is \$2.239 per gallon, a two (2.0%) percent Fuel Cost Price Adjustment will apply for shipments loaded as of June 15<sup>th</sup> through July 14th. Then, if the reported price of diesel fuel on Monday, July 2<sup>nd</sup> increases to \$2.269 per gallon, a three (3.0%) percent Fuel Cost Price Adjustment will apply for shipments loaded as of July 15<sup>th</sup> through August 14<sup>th</sup>.

4. Notwithstanding any other provisions of the tariff, the Fuel Cost Adjustment WILL APPLY to the transportation charges applicable on SIT shipments when such shipments are delivered to or removed from the storage-in-transit location during the period that a Fuel Surcharge is in effect.

DOE Fuel Price Per Gallon	Fuel Cost Adjustment Factor	DOE Fuel Price Per Gallon	Fuel Cost Adjustment Factor
Less than \$1.95	0.0%	\$3.75 to \$3.899	13.0%
\$1.95 to 2.099	1.0%	\$3.90 to \$4.049	14.0%
\$2.10 to \$2.249	2.0%	\$4.05 to \$4.199	15.0%
\$2.25 to \$2.399	3.0%	\$4.20 to \$4.349	16.0%
\$2.40 to \$2.549	4.0%	\$4.35 to \$4.499	17.0%
\$2.55 to \$2.699	5.0%	\$4.50 to \$4.649	18.0%
\$2.70 to \$2.849	6.0%	\$4.65 to \$4.799	19.0%
\$2.85 to \$2.999	7.0%	\$4.80 to \$4.949	20.0%
\$3.00 to \$3.149	8.0%	\$4.95 to \$5.099	21.0%
\$3.15 to \$3.299	9.0%	\$5.10 to \$5.249	22.0%
\$3.30 to \$3.449	10.0%	\$5.25 to \$5.399	23.0%
\$3.45 to \$3.599	11.0%	\$5.40 to \$5.549	24.0%
\$3.60 to \$3.749	12.0%	Over \$5.549	See Note 1

**Note 1**: If the DOE fuel price per gallon exceeds \$5.549, the 24% fuel surcharge, subject to paragraphs 1 through 4 herein, will be increased by an additional 1% for every fifteen (\$0.15) cents, or fraction thereof, per gallon increase in the price above \$5.549 per gallon.

# Packing and Unpacking - Item 110

- 1. Rates include packing, the use of packing containers and materials, and unpacking. No additional hourly rates shall be charged for the personnel performing such service.
- 2. Packing rates include only the packing service of carrier furnished containers
- 3. Unpacking includes unpacking service of containers furnished and packed by carrier and disposal of such containers and material if requested by consignee. If consignee requests that unpacking of carrier packed items be performed subsequent to the time of delivery, the carrier's hourly labor rates will apply.
- 4. Rates shown apply to regular time packing and unpacking. Rates will increase by an additional 20% when packing or unpacking service is performed between the hours or 5:00PM and 8:00AM Monday thru Friday or anytime on Saturday. Rates will increase by an additional 40% if packing or unpacking service is performed on holidays (see rule 24) or Sunday.
- 5. In the event that two or more standard containers must be joined together because of the size, shape or character of the item or items to be packed, the charge shall be the combined charge reflected in this item.

Cartons	Per	Rate
Barell Dishpack	each	\$60.00
Less than 3.0 / Book Carton	each	\$14.00
3.0 / Medium	each	\$21.50
4.5 / Large	each	\$26.50
6.0 / Extra Large	each	\$30.00
Wardrobe	each	\$29.50
Mattress - Crib	each	\$15.00
Mattress - Single	each	\$25.50
Mattress - Double	each	\$26.00
Mattress - King / Queen	each	\$41.00
Corrugated Container / Mirror	each	\$52.00
Crates and Containers	cu.ft.	\$18.00
Minimum charge per crate/container	each	\$60.00

# Labor Charges - Item 120

Regular time and overtime labor charges cover all additional services for which no charges are otherwise provided in the tariff, when such services are requesting by the shipper. Refer to carriers hourly rate tables.

# Appliance Service - Item 141

Household appliances or other articles (such as washers, dryer, refrigerators, freezers, etc.) requiring special servicing for safe transportation

# Carrier Servicing at Origin:

First Article

\$40.00 per article

Each additional Article

\$32.00 per article

#### Carrier Servicing at Destination:

First Article

\$40.00 per article

Each additional Article

\$32.00 per article

# Extra Pickup or Delivery - Item 144

(This items applies to weight basis moves only)

Carrier will stop at one or more places necessary for making additional pick-up(s) after the first pick-up or additional delivery(s) made prior to the final delivery.

Per Stop: \$100.00

# Hoisting and Lowering – Item 146

Hoisting or lowering as required when height of building is:

5 Stories or less

Flat Charge

\$400.00

6 Stories or more

Flat Charge

\$600.00

Applies each time services are rendered. Does not apply when third parties are used. Does not include labor.

# Piano or Organ Carry Charges – Item 147

Applies once per shipment for each piano or organ. Will not apply to portable organs, toy organs or toy pianos.

1<sup>st</sup> Floor to 1<sup>st</sup> Floor

Flat Charge

\$60.00

Other than 1<sup>st</sup> Floor to 1<sup>st</sup> Floor

Flat Charge

\$75.00

# Handling Shipments no adjacent to vehicles (involved in pickup or delivery) - Item 170 (This items applies to weight basis moves only)

- 1. Elevator, Stair and Excessive Distance carry charges are subject to notes below as applicable.
- 2. These charges as shown in the rate schedules below, apply at point where the actual services are performed
- 3. See participating carrier table for application of rate schedules below.
- 4. The minimum charges for Elevators, Stairs, and Excessive Distance Carry Charges, shall be based on 2100 pounds times' carriers' applicable rate.

	Rates Per CWT (In dollars and cents)
Elevators (Subject to Notes 1,2,3,4,5,6 & 8) Where pickup or delivery involves use of adequate elevator service up or down one or more flights (see note 6), a charge will be assessed, viz.: One or more flights at origin or destination (See Notes 3, 4, and 5.)	\$4.20
Stairs (Inside a Building)(Subject to Notes 1,2,5,6, & 8) Where pickup or delivery involves carriage up or down one or more flights of stairs (See Note 6), a charge will be assessed, vis.: Per each flight at origin or destination.	\$3.00
Stairs (Outside a Building)(Subject to Notes 2,7, & 8) Where pickup or delivery involves carriage up or down one or more flights of stairs (See Note 7), a charge will be assessed, vis.: Per each flight at origin or destination.	\$3.00
Excessive Distance (Subject to Notes 2,8, & 9) Where pickup or delivery involved one or more extra carries (See Note 9), a charge will be assessed, viz.: Per each extra carry at origin or destination.	\$3.00

Note 1: Elevator and inside Stair carry charges will not apply when pickup or delivery is within a single family house or dwelling or when the elevator and/or stairs are within the living quarters of an individual apartment unit, townhouse, condominium, etc.

**Exception:** The provisions of this note will not apply for pianos, organs, and harpsichords, refer to Note 2 for provisions to apply.

# Note 2: Piano or Organ Carry Charges

Applies once per shipment for each piano or organ. Will not apply to portable organs, toy organs or toy pianos capable of being conveniently hand carried by one person.

1 <sup>st</sup> Floor to 1 <sup>st</sup> Floor	Flat Charge	\$60.00
Other than 1 <sup>st</sup> Floor to 1 <sup>st</sup> Floor	Flat Charge	\$75.00

Note A: Flight carry and elevator charges apply each time this service is rendered. If an elevator is used, it will be considered as one flight.

# Bulky Articles, Loading and Unloading Charges - Item 174

(This item applies to weight basis moves only)

When a shipment includes articles as named below, the following additional charge will apply to each article and includes BOTH loading and unloading service, and applies each time loading and unloading service is required (except when service is for carrier's convenience) Loading and unloading service includes the handling and blocking of such article.

Automobiles, Trucks (without mounted campers or camper shells), Dune Buggies and Specialty Motor Vehicle
Rate per each (in dollars and cents) \$100.00

Motorcycles, Motorbikes, Go Carts, Three or Four Wheel All Terrain Cycles, Riding Mowers, Tractors less than 25 HP, Snow Mobiles, Golf Carts, Jet Ski, Utility or Pop Up Trailers less than 14 ft. in length, Canoes, Skiffs, Rowboats, Dinghies, Sculls and Kayaks less than 14 ft. length

Rate per each (in dollars and cents) \$75.00

Boats, Canoes, Skiffs, Rowboats, Kayaks, Sailboats and Boat Trailers (See Weight Additives)

Farm Equipment, Farm Implements, Farm Trailers or Tractors (25 HP and over), Stretch Limousines, Trucks with mounted camper or camper shells, Vans, any size and Sport Utility Trucks

Rate per each (in dollars and cents) \$150.00

Trailers, Including Utility and Pop-Up Trailers 14ft or over in length (except boat trailers, travel campers, mini mobile homes See Weight Additives)

Rate per each (in dollars and cents) \$75.00

Campers or Camper Shells not mounted on pickup trucks (see Weight Additives)

Playhouses, Tool Sheds, Utility Sheds, Animal Houses/Kennels, Doll Houses, Bath or Hot Tubs, Spas, Whirlpool Baths, Jacuzzis v (excluding articles capable of being conveniently hand carried by one person and/or transported in standard cartons.)

Rate per each (in dollars and cents) \$100.00

Satellite Television/Radio Receiving Discs/Dishes, Including Mounts, Stands and Accessorial Equipment

Rate per each (in dollars and cents) \$100.00

Grandfather Clocks or Grandmother Clocks (transported not dismantled)

Rate per each (in dollars and cents) \$50.00

# Light and Bulky Article Classifications

Weight Additives: When a shipment includes any of the following item(s), the transportation charges will be based on the net scale weight of the shipment, plus a weight additive calculated in accordance with the table shown below.

Airplanes, gliders (except hand gliders) or Ultralights: 120 pound per linear foot of the length of the fuselage.

Camper Shells, any size, not mounted on trucks; Boat and Sailboats less than 14 feet in length (mounted or unmounted on trailers) and Canoes, Skiffs, rowboats, Dinghies, Sculls and Kayaks 14 ft. and over in length (mounted or unmounted on trailers: 700 pounds

Boats and Sailboats 14ft and over in length: 2500 pounds

Boat Trailers, any length: 1600 pounds

Travel Camper Trailers / Mini Mobiles Homes (other than utility and pop-up trailers), Campers) excluding camper shells) not mounted on trucks, or horse trailers: 7000 pounds

Note 1: Classifications / Weight Additive provisions are applicable on boats, sailboats, canoes, skiffs, rowboats, dinghies, sculls and kayaks without regard to whether such articles are mounted or unmounted on trailers. The Weight Additive named above for boats trailers any length applies in addition to these provisions.

Note 2: When a shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.

Note 3: In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

Note 4: The length of boats, canoes, skiffs, rowboats, kayaks or sailboats shall be determined by straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. Manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

Note 5: Unless otherwise specifically provided, the Bulky Article Charge or the Weight Additive WILL APPLY for any of the articles contained in this item either whole or in a disassembled or partially disassembled condition. Weight Additives will be based on the longest applicable disassembled part. Refer to Note 4 herein for proper measurement of specified articles.

EXCEPTION: This item WILL NOT APPLY when shipper orders Exclusive use of a Vehicle.

#### Wait Time – Item 180

(Not the fault of the carrier, per vehicle –This items applies to weight basis moves only)

Note 1: Unless otherwise provided by agreement, loading and unloading will be performed between the hours of 8:00 AM and 5:00 PM, and waiting time will be applicable only between these hours subject to the following allowable free waiting time:

When shipment is traveling 51 miles or over, one (1) hour free waiting time will be allowed. At expiration of the free waiting time, additional time will be subject to carrier's convenience.

Note 2: This charge not applicable on Sundays or on all officially declared National or State Holidays, except when pick-up or delivery on such days is requested by the shipper or consignee.

Note 3: Waiting time charge for carrier's vehicle personnel (other than vehicle driver) will be subject to Labor Charges contained in carrier's hourly rates.

# Auxiliary Service – Item 190

(This item applies to weight basis moves only)

Necessary for pick-up or delivery, and applies to all auxiliary services requested by the shipper. (Applies only in connection with Rule 8)

Per additional vehicle and driver see Time Basis Rates

Note: Time to begin at carrier's or agent's terminal and continue until completion of service at point of loading and /or unloading.

# Overtime Loading and Unloading - Item 200

(This item applies to weight basis moves only)

An additional charge for each overtime loading or each overtime unlading will be \$3.50 per hundred pounds.

The above charges apply when this service is made necessary by landlord requirements, or is required by prevailing laws and ordinances or is rendered at the specific request of the shipper or his agent.

Note 1: Charge will be based on actual weight subject to a minimum of 2000 pounds.

Note 2: These charges shall not apply when the service is performed for carrier's convenience. This overtime service will be rendered only at the option of the carrier.

Note 3: These items will apply during:

- (A) Between 5:00 PM and 8:00 AM except Saturday, Sunday and Holidays (See Rule 24)
- (B) During any hour on Saturday and Sunday.
- (C) During any hour on all officially declared National and State Holidays (See Rule 24)

# Charges to or from the Islands of Martha's Vineyard and Nantucket, Massachusetts - Item 210

	Per	Rate
Between: Woods Hole, MA and		
Martha's Vineyard Island	100 Pounds	\$8.00
Nantucket Island	100 Pounds	\$10.50

Note 1: A minimum charge based on a minimum weight of 5000 lbs. will apply on shipments transported to or from Islands named.

Note 2: The above rates include all transportation charges between Woods hold dock and the Island named.

# Reweighing Charge - Item 230

(This item applies to weight basis moves only)

The carrier upon request of shipper, or shipper's agent, made prior to the delivery date, will reweigh the shipment. The lower of the two scale weights shall be used in determining the applicable charge. \$50.00

Per Reweigh:

# **Time Basis Transportation Rates**

Transportation rates covering movements of household goods and related articles as described in Rule 1, crated, uncrated or in containers, on an hourly basis up to an including 50 miles from point(s) of origin to point(s) of destination.

#### Regular Time Rates

Regular time rates apply when service is performed on weekdays (Monday thru Friday) between the hours of 8:00 AM and 5:00 PM.

#### **Overtime Rates**

Overtime rates apply when service is requested by the shipper to be performed on weekdays (Monday thru Friday) between the hours of 5:00PM and 8:00 AM, and all day Saturday and Sunday.

#### **Holiday Rates**

Holiday Rates apply when service is requested by the shipper to be performed during any hour on the holidays as set forth in Rule 24.

#### **Travel Time**

An additional charge to the actual bill of lading hours shall be assessed for each vehicle and driver, helper, and supervisor 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, helpers, or supervisors, Travel Time Charges shall be calculated based upon one-way mileage, origin to destination subject to the mileage guide as follows:

0 - 5 Miles	1/2 hour
6 - 15 Miles	1 hour
16 - 25 Miles	1 1/2 hour
26 - 35 Miles	2 hours
36 - 50 Miles	2 1/2 hours

# **Transportation Rates – Time Basis**

Carrier will not supply vehicle without driver. Hourly rates are subject to a four (4) hour minimum charge in addition to the applicable charge for travel time.

	Per Vehicle & Driver	Per Helper	Per Supervisor
Regular Time	\$100.00	\$55.00	\$70.00
Overtime	\$115.00	\$65.00	\$85.00
Holiday	\$125.00	\$70.00	\$95.00

# Warehouse Pickup or Delivery

On shipments up to and including 50 miles: (Over 50 miles, apply weight/mileage rates contained in this tariff)

Rates in this section apply separately to each warehouse pickup, and again at time of delivery.

1000 to 1999 lbs.	\$25.20
2000 to 3999 lbs.	\$20.50
4000 to 7999 lbs.	\$17.00
8000 lbs. and over	\$15.50

# Warehouse Handling In or Out

This is a weight based charge of \$6.00 per 100 pounds.

Note 1: Charge will be based on actual weight subject to a minimum of 2000 pounds.

# **Storage Fees**

Monthly Storage is a weight based charge of \$6.50 per 100 pounds.

Note 1: Charge will be based on actual weight subject to a minimum of 2000 pounds.

Note 2: Any amount of time fifteen (15) days or over will be charged at full month charge of \$4.50 per 100 pounds. Any amount of time less than fifteen (15) days will be charge at half month charge of \$2.25 per 100 pounds.

DETACH BEFORE DEPOSITING

Job Number	Description	Gen. Ld. Account	Plant	Sub	Unit	Sub. Ld. Account	Debit	Credit
4747474	Tariff update-filing fee	8421				4144	100,00	11/11/11/11
the little in the little		-11-11-						
				77.		2012/11/2	211-211-11	The state of the s
		the landing				College Hard		
								1
						4-11-11		
115151515		477474		LH,				Labiting
	ACCOUNTS PAYABLE		TLI				TLTUTET	47.257.257

# MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

DATE 02/12/2020 WED \$100.00 ITEMS 1.00

TOTAL \$100.00

CHECK \$100.00

NO.000003 REGO1 CHERYL TIME 14:06

YOUR RECEIPT KEEP FOR YOUR RECORDS THANK YOU