# TO FILE RATES

# **TITLE PAGE**

Complete and file this cover sheet
and rate forms: all information
must be typed.

NAME CHANGE

M.D.T.E. NO	1	
CANCELS		
M.D.T.E. NO.		

Enclose \$15.00 filing fee

NAME:	Valerie Sa	avage		
		(Your Nam	ne)	
D/B/A	HERB'S DISPOSAL			
412.0-		(Business N	Name)	
BUSINESS ADDRESS:	4 Edgemont	t Avenue	Mailing:	P. O. Box 197
		(Street)	Pineh	urst, MA 01866
BUSINESS		, MA 01866 (City, State	-	
HOME PHO			T A R	RECEIVED  A B I I F F
CERTIFIC	ATE NO:	6589	Telecon	nmunications & Energy naportation Division

FOR THE TRANSPORTATION OF:

Property in containers and bundles and manufactured products within the Commonwealth.

( MOVING )

DATE ISSUED:	JAN - A 2209	DATE EFFECTIVE:_	JAN - 4 2001
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## GENERAL RULES AND REGULATIONS

Governs all sections of this tariff unless otherwise provided within individual sections.

Except as otherwise provided herein, the rates named 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 rules, regulations and rates for the transportation of property included in the following commodity description, between points in Massachusetts:

General commodities within the Commonwealth Moving

The provisions of this tariff will apply only to the extent of this carrier's operating authority as issued by the Massachusetts Department of Public Utilities.

#### Rule 2

## IMPRACTICABLE OPERATION

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

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

## RULE 3

## DECLARATION OF VALUE

- (a) Shippers are required to state the agreed or declared value of property.
- (b) Valuations shall be declared and stated in cents or dollars and cents per pound per article.
- (c) If shipper declines to declare the value or agrees to a realeased value in writing, the shipment cannot be accepted.
- (d) The agreed or declared value shall be deemed to relate to all services undertaken by the carrier or its agents and to each article separately and not to the shipment as a whole and such agreed and declared value must be entered on Bill of Lading in the following form:

"THE AGREED OR DECLARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE SHIPPER TO BE NOT EXCEEDING \$ \_\_\_\_\_\_ PER POUND PER ARTICLE"

(Continued on next page)

### RULE 3 (Continued)

#### DECLARATION OF VALUE

(e) Shipper may declare, on specific articles, valuations in excess of value declared on the shipment, and each such article must be described and its excess declared value set forth in space provided on Bill of Lading.

#### RULE 4

### VALUE PER POUND PER ARTICLE IN EXCESS OF 60 CENTS -

Carrier will not assume a greater valuation than 60 cents per pound per article.

- (a) It will be the responsibility of the shipper to arrange additional insurance coverage.
- (b) Upon request of shipper, carrier will, subject to availability, arrange to place a stated dollar insurance valuation with an insurance company. When such insurance coverage is arranged by the carrier, the carrier will not assume responsibility for the limits of coverage; amount of their charges; nor for the quality of their services.
- (c) All charges for the additional insurance must be paid by the shipper. Such charges will be advanced by the carrier, and billed as an Advanced Charge as provided in Rule 25 herein. (See Rule 6)

### RULE 5

### 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 6

#### INSURANCE

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 or 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 quarantee of the charges.

## (Continued on next rage)

#### RULE 7 (Continued)

### **PAYMENTS**

(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 or place of business of the carrier, subject to all lawful charges and to 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 part of the carrier, and subject to a lien for transportation and other lawful charges, including a reasonable charge for storage. In the event 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 building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp 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 quipment than its normal road haul equipment or provide extra labor for the purpose if possible or accomplishment, of 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 labor and additional vehicle (if used) will be as provided in Section II, and shall be in addition to all other transportation or addition 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 rates for transportation include only the unloading or loading 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) The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises, except, after due notice to the shipper, such articles will be taken at the owner's risk.

### RULE 11

## PERISHABLE FOOD

- (a) Carrier will not accept for shipment frozen foods or other articles requiring refrigeration except as provided in paragraph (b) of this rule.
  - (b) Frozen foods may be accepted for transportation provided:
    - 1. The food is contained in a freezer which at time of loading is operating at noramal deep freeze temperature.
    - 2. The shipment is to be transported not more than 140 miles and/or delivery accomplished twenty-four hours from 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.
- (c) When such articles are included in a shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by the carrier.

#### RULE 12

### PERISHABLE ARTICLES OR ARTICLES OF EXTRAORDINARY VALUE

- (a) The carrier will not assume any liability whatsoever for: Documents, currency, money, jewelry, watches, precious stone, or articles of extraordinary value including accounts, bills, deed, evidence of dept, securities, credit cards, notes, postage stamps, stamp collections, revenue stamps, letter or packets of letters, articles of peculiarly inherent value, precious metals or articles manfactured therefrom which are not specifically listed on the bill of lading.
- (b) When perishable articles are included in a shipment with or without knowledge of the carrier responsibility for condition of flavor will not be assumed by carrier.

### RULE 13

## DANGEROUS ARTICLES NOT ACCEPTED

Explosives or dangerous goods will not be accepted for shipment. Any person or persons, whether principal or agent, shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier shall not be liable for safe delivery of the 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 establishement 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 on 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 itmes, rules or pages.

### RULE 17

### CLAIMS

- (a) Any claim for loss, damage, or overcharge shall be in writing 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 howsoever caused, but in no event to exceed the realased value declared by the shipper. (Continued on next page)

#### RULE 17 (Continued)

## CLAIMS

- (d) The carrier's liability for goods shall cease when the property has been deilvered 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 the 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, 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 Cabinents, Radios, Record Players, Washing Machines, Television Sets, 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 of the goods, carrier will, 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 premisies; 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 will upon request of shipper, owner or consignee and as agent for them engage third persons to perform the servicing and unservicing. When third persons 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 of service furnished.
- (c) All charges of the third persons 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 billed 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 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 shown 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.

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## 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 protions.
- (d) Where articles are improperly packed, crated, or boxed and by reason there of the contents are more susceptible to damage, carrier may arragne to have such articles properly packed at charges as shown in this tariff.

#### RULE 20

## FURNISHING HELPERS

- (a) The carrier reserves the right to furnish the number of helpers necesary, in the opinion of the carrier, to properly h andle shipments to be transported.
- (b) On request of shipper the carrier will furnish helpers in addition to number considered necessary by the carrier at the applicable rates for helpers.

### RULE 21

### SHIPMENTS ACCEPTED

Shipments will be accepted subject of the requirements of ordinances or 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 of the goods, the carrier as agent of and for and in behalf of the shipper, consignee or owner, will endeavor to arrange for qualified service, if available, at the expense 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.

### 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 of one cent or greater.

#### RULE 24

### EXPLANATION OF HOLIDAYS

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

New Year's Day
Hartin Luther King's Birthday
Washington's Birthday
Hemorial Day
Independence Day

Labor Day Columbus Day Veterans Day Thanksgiving Day Christmas Day

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 the holiday.

#### RULE 25

### ADVANCED CHARGES

Charges advanced by carrier for services of others 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 of quantity of service furnished.

#### RULE 26

#### DISASSEMBLING AND REASSEMBLING

The line-haul transportation rates DO NOT include removing any outdoor article embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles such as steel utility buildings or cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoor articles of similar nature, not the assembling or disassembling of unusual articles found inside a building such as steel shelving, pool tables, elongated work tables, counters, ect. Upon request of shipper, owner, or consignee, the carrier will disassemble or reassemble such articles, subject to labor charges provided in Section II. The shipper, in such case, will be required to furnish, at the the time of reassembling, any new hardware, nuts, bolts, etc. necessary to perform the service.

#### RULE 27

### ESTIMATES (TO BE BINDING)

Upon request, carrier will provide a binding estimate for transportation and other services pertaining to a shipment as described in Rule 1 in this tariff subject to the following conditions:

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

## SECTION II - TRANSPORTATION RATES - TIME BASIS

Transportation rates covering movements of household goods and related articles as described in Rule 1, crated, or uncrated or in containers, on an HOURLY BASIS up to and including all miles from point of origin to point of destination.

Registered carrying capacity of vehicle: Any size vehicle.

- GROUP 1 rates apply when service is performed on weekdays (Monday thru Friday) between the hours of 8:00 a.m. and 5:00 p.m. excluding State Holldays (see Rule 24).
- GROUP 2 rates apply when service is requested by the shipper to be performed on weekdays (Monday through Friday) between the hours of 5:00 p.m. and 8:00 a.m., and all day Saturday and Sunday excluding State Holidays (see Rule 24).
- GROUP 3 rates apply when service is requested by the shipper to be performed on State Holidays (see Rule 24).

APPLICATION	GROUP 1	GROUP 2	GROUP 3
Vehicie and driver	\$40	\$60	\$80
Helpers, per person	\$20	\$30	\$40
Supervisors, per person	\$25	\$37	\$50

#### TRAVEL TIME

An additional charge shall be assessed for each vehicle, helpers or supervisors to cover their <u>Travel Time</u>. Such charge shall not be assessed more than once during any one day to the same shipper for the same vehicle, helpers or supervisors. Travel time charges shall be calculated as follows (See Notes):

- (a) Up to and including 10 miles from original point of loading to final point of delivery based on total one way mileage .......... Add 1/2 hour.
- (b) Over 10 miles and up to and including 20 miles ...... Add 1 hour.
- (c) Over 20 miles and up to and including 30 miles ...... Add 1 1/2 hours.
- (d) Over 30 miles and up to and including 40 miles ...... Add 2 hours.
- (e) For each additional 10 miles or fraction thereof ...... Add 1/2 hour.

NOTE 1: Mile Mileage Guide will apply as to mileage.

NOTE 2: Three hour minimum plus distance charge shall apply on all moves.

NOTE 3: ESTIMATES/QUOTATIONS - Carrier cannot quote a firm price on a move from a residence or establishment to another if a public way has to be used by a vehicle. He may give an estimate within twenty-five percent (25%) of the actual charges. The final charges to be assessed shall be in accordance with the actual tariff rates.

## ADDITIONAL SERVICES

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

# PACKING MATERIAL and PACKING & UNPACKING RATES

MATERIAL (each)	CHARGE	PACKING OR UNPACKING
Dish Pack (Barrel)	\$8.50	
1.5 Carton	2.00	
3.0 * *	3.00	
4.5 • •	3.50	
6.0	4.00	
. Wardrobe **	8.00	\$25 per hour
Crib Mattress	3.00	per person
Single Mattress	4.25	
Double Mattress	5.25	
King/Queen Mattress	8.50	
Mirror Carton	8.00	
Crate (per cubic foot) (minimum crate)	10.00 50.00	
Paper Pads (per sheet)	2.00	
White News (per pound)	.60	
Plastic Tape (per roll)	4.00	
** Wardrobe Rental	5.00	

The following surcharges are extra to the move and will be added to the total bill.

Piano Surcharge	\$50.00 each	
Organ Surcharge	40.00 each	Special Equipment
Wood Burning Stove	40.00 each	Any special equipment needed to complete the job will be charged extra
Pool Table	40.00 each	and added to the bill.
Fire-Proof File Cabinets	40.00 each	
Safe	50.00 each	