Action Item 11

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
COMMISSION DIRECTIVE

ADMINISTRATIVE MATTER	☐	DATE	**May 26, 2022**
MOTOR CARRIER MATTER	☑	DOCKET NO.	**2022-116-T**
UTILITIES MATTER	☐	ORDER NO.	**2022-380**

THIS DIRECTIVE SHALL SERVE AS THE ORDER OF THE COMMISSION 30 DAYS AFTER ISSUANCE June 27, 2022

Directive Order Granting Class E Household Goods Certificate

SUBJECT:
Docket No. 2022-116-T - Application of Greenville Moving Company LLC for Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier - Staff Presents for Commission Consideration Greenville Moving Company LLC's Application for Class E Household Goods Certificate.

COMMISSION ACTION:
I move that the Commission grant the Application of Greenville Moving Company LLC (Company) for a Class E Household Goods Certificate.

This Class E Household Goods Certificate grants Greenville Moving Company LLC authority to provide motor carrier services as follows:

- Between points and places in South Carolina

I find that Greenville Moving Company LLC is fit, willing, and able to provide the service to the public as requested.

The Company's maximum rates as filed in its Application on March 17, 2022, shall be posted on the Commission's website, and attached as Order Exhibit One. The Company is required to file its bill of lading with the Commission pursuant to Regulation 103-158. Greenville Moving Company LLC shall file its Bill of Lading no later than ten (10) days following the receipt of this Order.

We find a Certificate shall be issued by the Office of Regulatory Staff upon Greenville Moving Company LLC complying with S.C. Code Ann. Section 58-23-10, *et seq.* as amended and the applicable regulations for motor carriers, S.C. Code Ann. Regs. Vol. 10 (2012) as amended, and the requirements listed in Exhibit A which are attached to this Directive.

I further move that any prefile deadlines and hearing(s) in this docket are hereby cancelled.

PRESIDING: J. Williams

SESSION: Regular TIME: 2:00 p.m.

	MOTION	YES	NO	OTHER	
BELSER	☐	☑	☐		Present in Hearing Room
CASTON	☐	☑	☐		Voting via WebEx

ERVIN	☑	☑	☐		Voting via WebEx
POWERS	☐	☑	☐		Voting via WebEx
THOMAS	☐	☐	☐		Annual Leave
C. WILLIAMS	☐	☑	☐		Present in Hearing Room
J. WILLIAMS	☐	☐	☐	Not Voting	Sick Leave Day of Hearing

RECORDED BY: J. Schmieding

EXHIBIT A

1. The Applicant, for the duration of operating pursuant to this Class E Certificate, shall notify the Commission and the Office of Regulatory Staff (ORS) in writing of any changes to Applicant's mailing and/or physical address, email, telephone numbers, or other contact information.

2. The Applicant shall file with Office of Regulatory Staff (ORS) the proper license fees, proof of liability insurance (Form E), and other information required by Sections 58-23-10 through 1830 of the South Carolina Code of Laws (2015), by the South Carolina Code of State Regulations 103-100 through 846 (2012), and by Regulations 38-400 through 447 (2011), within ninety days of the effective date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with the filing of information as required by Sections 58-23-10 through 1830, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to the Applicant authorizing the motor carrier services granted herein.

4. Prior to compliance with the requirements regarding the filing of certain information with the ORS and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

5. Failure of the Applicant to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the effective date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

6. Should the Applicant fail to comply with the requirements set forth in this Order, then ORS is requested to furnish the name and docket number of the Applicant to the Commission pursuant to the two-month reporting requirement contained in Order Number 2014-443 (May 21, 2014). After such notification, the Docket shall be closed.

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Greenville Moving Company, LLC. These services are furnished between points and places in the state of South Carolina.

SECTION 1

1.0 Transportation Charges

Transportation charges will be $1.00 per mile from the truck lot to the starting location, to the final location, and back to the truck lot, including any additional, necessary stops.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge, as set out below, plus actual travel time. The clock starts at the appropriate hourly rate when the movers arrive at the start location and the customer signs the Greenville Moving Company, LLC contract at the beginning of the job, and the time stops when the movers have completed the job.

Number of Movers	Hourly Rate
Two movers and no truck	$80.00
Two movers and one truck	$100.00
Each additional mover	$40.00
Each additional truck	$20.00

1.2 Office Hours / Minimum Hourly Charges:

Greenville Moving Company, LLC will operate Monday through Saturday from 7:00 AM to 8:00 PM and Sunday from 1:00 PM to 8:00 PM.

Monday-Sunday	One-Hour Minimum Charge
Federal Holidays	One-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in five-minute increments. Any interim charge is rounded up to the next five-minute increment. If customers cancel within 24 hours of the move, Greenville Moving Company, LLC will charge the applicable minimum. Customers are not charged an additional fee for overtime.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Gun safe - $100
- Upright piano - $100
- Baby grand piano - $300
- Items in excess of 600 pounds - $100

2.2 Elevator or Stair Carry

Greenville Moving Company, LLC does not charge an additional fee for elevator or stair carry.

2.3 Excessive Distance or Long Carry Charges

Greenville Moving Company, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Greenville Moving Company, LLC does not charge an additional fee for making additional pick-ups or deliveries after the intial stop, except what is specified in Section 1.0 above.

2.5 Packing and Unpacking

2.5.1 Greenville Moving Company, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1 plus the market prince of packing materials, including sales tax on the materials.

2.5.2 Greenville Moving Company, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Greenville Moving Company, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.7 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Greenville Moving Company, LLC. If there is waiting time between the load and unload, customers will be charged half of the hourly rate.

2.8 Overnight Storage Charge

Customers can store household goods on the truck overnight. The customer will not be charged the hourly rate throughout the night. Rather, the clock will stop once the truck returns to the lot, and the clock will resume when the truck leaves from the lot to continue the move. The fee for overnight storage will be $200 each night, per truck load.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Greenville Moving Company, LLC must be given reasonable opportunity to inspect damaged items.

3.1.3 If damages are caused by our service, Greenville Moving Company, LLC reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, the customer must notify Greenville Moving Company, LLC immediately. The crew will complete a Damage Report before they leave the site of the move. If a customer discovers damage after the move, they must call the office within 30 days of the move. No damage claims will be honored until the charges for moving services are paid in full. Customers will be asked to sign a Release of Liability to acknowledge this.

3.1.4 Evaluating the value of damage goods will be based off of similar used items in the area or compared to the industry standard of compensating $0.60 per pound of the damaged item.

3.2 Computing Charges

Greenville Moving Company, LLC rates are computed by multiplying the time by the applicable hourly rate as provided in Section 1.

3.3 Governing Publications

Greenville Moving Company, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Greenville Moving Company does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value, including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Greenville Moving Company, LLC will not accept responsibility for the safe delivery of such articles if they come into Greenville Moving Company, LLC's possession with or without Greenville Moving Company, LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Greenville Moving Company, LLC Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Greenville Moving Company, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.