

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2016-328-T - ORDER NO. 2016-749

NOVEMBER 1, 2016

IN RE: Application of Mark I Moving and Storage, ) ORDER APPROVING  
Inc. to Amend Tariff ) APPLICATION TO  
 ) AMEND TARIFF

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Mark I Moving and Storage, Inc. (“Mark I Moving,” “Applicant” or “Company”) to amend the Company’s current tariff. Mark I Moving presently holds a Class E Certificate of Public Convenience and Necessity to transport household goods in South Carolina pursuant to the authority granted by this Commission.<sup>1</sup>

Upon receipt of the Application, the Commission’s Clerk’s Office instructed Mark I Moving to publish, one time, a Notice of Filing in newspapers of general circulation in the affected areas of the state. The purpose of the Notice of Filing was to inform interested parties of the Company’s Application and of the manner and time in which to file the appropriate pleadings for participation in the proceeding. The Company complied with this instruction and provided the Commission with proof of publication of the Notice of Filing. No protests or petitions to intervene were received.

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<sup>1</sup> See Commission Docket Nos. 1995-537-T, 1997-314-T, and 2013-145-T.

By its Application filed August 31, 2016, Mark I Moving seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company's current tariff.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and bill of lading and submitted its findings to the Commission on October 13, 2016, and followed with a letter of clarification filed October 17, 2016. From the comparison report completed by ORS of the tariff modifications proposed by Mark I Moving to the South Carolina Tariff Bureau's (SCTB) rates, it appears that some of the rates are above the SCTB rates, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Applicant. Further, ORS advises of its approval of the tariff and bill of lading as submitted by Mark I Moving. Lastly, according to ORS's review, the Company is currently in compliance with all Commission rules and regulations and filing and reporting requirements, and no complaints have been filed against the Company within the past twelve months.

Having considered the Application, the lack of opposition and the results of the ORS impact study, we conclude that the amended tariff proposed by Mark I Moving is just and reasonable for the Company and its customers, and the bill of lading meets all statutory requirements. Accordingly, the Company's Application to amend its current tariff should be approved.

IT IS THEREFORE ORDERED THAT:

1. The Application of Mark I Moving and Storage, Inc. to amend its tariff is approved as filed, subject to compliance with all applicable statutes, rules and regulations.

The approved revised tariff and bill of lading is attached as Order Exhibit 1.

2. This Order shall remain in full force and effect until further order of the Commission.

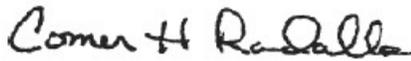
BY ORDER OF THE COMMISSION:



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Swain E. Whitfield, Chairman

ATTEST:



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Comer H. Randall, Vice Chairman

**Mark I Moving & Storage, Inc.**

**South Carolina Household Goods Tariff**

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**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 Mark I Moving & Storage, Inc. These services are furnished from and between Abbeville, Anderson, Edgefield, Greenville, Oconee and Pickens counties to point and places in South Carolina.**

**Mark I Moving & Storage, Inc.**

**South Carolina Household Goods Tariff**

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**SECTION 1**

**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below plus a \$30.00 fuel surcharge will be added to all local hourly moves. One additional fuel surcharge will be added for each truck needed to complete move.

**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 and the \$30.00 fuel surcharge per truck. The clock starts at the appropriate hourly rate when the movers leave the Mark I Moving & Storage, Inc. office location, and the moving crew has finished unloading and setting up all items at the shipper's new home. No charge for return travel back to the Mark I Moving & Storage, Inc. office, unless destination of the move is 50 miles or more from our office.

<b><u>Number of Movers</u></b>	<b><u>Hourly Rate</u></b>
Two Men and a Truck	\$95.00
Three Men and a Truck	\$120.00
Four Men and a Truck	\$140.00
Each Additional Man	\$20.00 per man/per hour
Extra Truck	\$50.00

**1.2 Office Hours / Minimum Hourly Charges:**

Mark I Moving & Storage, Inc. will operate Monday – Friday, 8:00 am – 5:00 pm.

Monday- Saturday **Two-Hour Minimum Charge Plus Fuel Surcharge**

Recognized Federal Holidays **Two- Hour Minimum Charge Plus Fuel Surcharge**

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. Hourly rates are the same, six days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor other than the normal hourly rate.

**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)**

- Pool Tables-Must be disassembled by shipper, or we will arrange a third party to dis/reassemble and the actual third party charges will be billed to the shipper. If dis/reassembled by shipper there will be no extra charge.
- Steel Gun Safe/Cabinet (in excess of 400lbs.) - \$200.00
- Hot Tubs, Whirlpools - \$250.00 is shipper disconnects and reconnects. Mark I Moving & Storage will arrange third party if requested. Actual third party fees will be added to shippers final charges.
- Baby Grand Piano - \$100.00
- Grand Piano - \$200.00
- Golf Cart - \$150.00

**2.2 Elevator or Stair Carry**

Mark I Moving & Storage, Inc. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

**2.3 Excessive Distance or Long Carry Charges**

Mark I Moving & Storage, Inc. does not charge an additional fee for carrying articles an excessive distance from the moving van.

**2.4 Pick Up and Delivery**

Mark I Moving & Storage, Inc. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

## **Mark I Moving & Storage, Inc.**

## **South Carolina Household Goods Tariff**

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### **2.5 Packing and Unpacking**

**2.5.1** Mark I Moving & Storage, Inc. 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 price of packing materials, including sales tax on the materials.

**2.5.2** Mark I Moving & Storage, Inc. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Mark I Moving & Storage, Inc. reserves the right to decline moving items packed incorrectly or items fragile items.

### **2.6 Piano Charges**

See 2.1

### **2.7 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.

The rates do not include disassembly or reassembly of items that require special attention or crating such as grandfather clocks, pool tables, etc.

Mark I Moving & Storage only disassembles and reassembles basic items, such as beds, dresser mirrors, etc. Items beyond that would need to be disassembled, reassembled or disconnected and reconnected by the shipper or Mark I Moving & Storage will arrange third party service to handle those items. The third party fees will be charged to the shipper.

### **2.8 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of Mark I Moving & Storage, Inc.

### **2.9 Storage**

The fee for storing items on the moving van will be \$100.00 for one night per each truck. If additional storage is needed the rate will be \$250.00 for each night per each truck needed.

**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 immediately notify carrier of all claims for concealed damage. Mark I Moving & Storage, Inc. must be given reasonable opportunity to inspect damaged items in original packing.**

**3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Mark I Moving & Storage, Inc. 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, notify Mark I Moving & Storage, Inc. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.**

**3.2 Computing Charges**

**Mark I Moving & Storage, Inc. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.**

**3.3 Governing Publications**

**Mark I Moving & Storage, Inc. 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**

**Mark I Moving & Storage, Inc. 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. Mark I Moving & Storage, Inc. will not accept responsibility for safe delivery of such articles if they come into Mark I Moving & Storage, Inc.'s possession with or without Mark I Moving & Storage, Inc.'s knowledge.**

**3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Mark I Moving & Storage, Inc.'s Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.6 Delays**

Mark I Moving & Storage, Inc. shall not be liable for any damages, delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

MILBURN PRINTING • 800-999-6690 • www.milburnprinting.com

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

**MARK I MOVING & STORAGE, INC**  
 8 CARTEE AVENUE, GREENVILLE, SC 29605  
 (864) 289-7859  
 MARKIMOVING.COM

Nº 386

PSC #9886A

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO. ◀

SHIPPER \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 FLOOR \_\_\_\_\_ ELEV \_\_\_\_\_ TEL \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_

CONSIGNEE TO \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 FLOOR \_\_\_\_\_ ELEV \_\_\_\_\_ TEL \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_

NOTIFICATION OF WEIGHT & CHARGES  
 SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
 WEIGHT & CHARGES TO PARTY SHOWN BELOW

PREPARED DELIVERY DATE(S)  
 OR PERIODS OF TIME \_\_\_\_\_

NOTIFY \_\_\_\_\_ TEL \_\_\_\_\_  
 ADDRESS \_\_\_\_\_

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR  
 CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES  
 POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK  
 WILL NOT BE ACCEPTED.

RECEIVED SUBJECT TO \_\_\_\_\_ ROUTING \_\_\_\_\_

GENERAL CONDITIONS:

RATES, RULES AND REGULATIONS IN  
 TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

**INVOICING**  
 GOVT. B/L No. \_\_\_\_\_  
 BILL CHARGES TO \_\_\_\_\_

**WEIGHT AND SERVICES**  
 SPACE RES. \_\_\_\_\_ CU. FT.  
 EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.  
 EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE \_\_\_\_\_

THIS SHIPMENT WILL MOVE SUBJECT TO  
 THE RULES AND CONDITIONS OF THE CAR-  
 RIER & TARIFF. ALL TERMS PRINTED OR  
 STAMPED HEREON OR ON THE REVERSE  
 SIDE HEREOF. SHIPPER HEREBY RELEAS-  
 ES THE ENTIRE SHIPMENT TO A VALUE NOT  
 EXCEEDING \_\_\_\_\_ THE CARRIER'S LI-  
 ABILITY FOR LOSS AND DAMAGE WILL BE .60  
 PER LB. PER ARTICLE UNLESS A GREATER  
 AMOUNT IS SPECIFIED BY THE SHIPPER.

GROSS \_\_\_\_\_ TARE \_\_\_\_\_ NET \_\_\_\_\_ RATE CHARGES  
 TRANSPORTATION \_\_\_\_\_ MILES \_\_\_\_\_  
 ADD'TL LIAB. CHG. (PER SHIPMENT CHARGE) \_\_\_\_\_  
 ADD'TL TRANS. (SURCHARGE) \_\_\_\_\_  ORIG.  DEST. \_\_\_\_\_  
 EXTRA PICKUPS OR DELIVERIES: NO. \_\_\_\_\_ BY \_\_\_\_\_  
 AT \_\_\_\_\_  
 EXCESSIVE CARRY \_\_\_\_\_ ELEVATOR \_\_\_\_\_ STAIRS \_\_\_\_\_  
 PIANO HANDLING: OUT \_\_\_\_\_ IN \_\_\_\_\_ HOIST \_\_\_\_\_  
 ADD'TL LABOR \_\_\_\_\_ MEN FOR \_\_\_\_\_ MAN HOURS \_\_\_\_\_  
 WAREHOUSE HANDLING \_\_\_\_\_  
 TRANSIT STORAGE: FROM \_\_\_\_\_ TO \_\_\_\_\_  
 S.I.T. VALUATION CHARGE \_\_\_\_\_

RECEIVED

AUG 05 2014

ORS  
 T, T, W, W/W

SIGNED \_\_\_\_\_  
 Shipper \_\_\_\_\_ Date \_\_\_\_\_

**TIME RECORD**  
 START \_\_\_\_\_  
 FINISH \_\_\_\_\_  
 AM AM Customers Initials \_\_\_\_\_  
 PM PM Customers Initials \_\_\_\_\_  
 JOB HOURS \_\_\_\_\_  
 TRAVEL TIME \_\_\_\_\_  
 TOTAL HOURS \_\_\_\_\_

**APPLIANCE SERVICES** ORIGIN DUE \_\_\_\_\_  
 DEST. DUE \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

CARTAGE: TO WHSE <input type="checkbox"/>	FROM WHSE <input type="checkbox"/>	ORIG <input type="checkbox"/>	DEST <input type="checkbox"/>	MI	QUANTITY
BARRELS				5	
CARTONS	LESS THAN	1 1/2			
CARTONS		1 1/2			
CARTONS		3			
CARTONS		4 1/2			
CARTONS		8			
CRIB MATTRESS					
WARDROBES (USE OF)					
MATTRESS CARTON NOT EXCEEDING 36 x 75					
MATTRESS CARTON NOT EXCEEDING 54 x 75					
MATTRESS CARTON EXCEEDING 54 x 75					
CRATES	MIRROR CARTONS				
TOTAL PACKING					
TOTAL CHARGES <input type="checkbox"/> CHGE <input type="checkbox"/> PPD <input type="checkbox"/> C.O.D. <input type="checkbox"/> G.B.L.					TOTAL CHARGES

**TRANSPORTATION SERVICES HOURLY CHARGE**  
 STRAIGHT TIME  
 VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HRL.  
 OVERTIME SERVICES  
 VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HRL.  
 TRAVEL TIME \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_  
 OTHER CHARGES \_\_\_\_\_  
 OTHER CHARGES \_\_\_\_\_  
 PACKING \_\_\_\_\_  
 INSURANCE \_\_\_\_\_  
 TOTAL \_\_\_\_\_

PREPAYMENT COLLECTED BY \_\_\_\_\_  
 BALANCE DUE COLLECTED BY \_\_\_\_\_  
 DELIVERY ACKNOWLEDGMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.