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PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON

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WEST VIRGINIA  
STATE

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA, in the City of Charleston on the 31st day of May, 1990.

M.C. GENERAL ORDER NO. 64.1

IN THE MATTER OF

Commission-Proposed Rules for Motor Carriers  
of Passengers and Property, Amending the  
Rules and Regulations for the Government of  
Motor Carriers of Passengers and Property.

COMMISSION ORDER EXTENDING COMMENT  
PERIOD ON PROPOSED RULES

By order entered April 19, 1990, the Commission initiated a general rulemaking proceeding for the purpose of promulgating proposed amendments to the Commission's Rules and Regulations for the Government of Motor Carriers of Passengers and Property.

The Commission's order of April 19, 1990, provided for a 30-day comment period to expire at 4:00 p.m., June 1, 1990. On May 24, 1990, the Commission received a written request from the West Virginia Solid Waste Association for an extension of time on the aforesaid comment period. On May 29, 1990, the Commission received a second request, from Kanawha Valley Towing & Recovery Services, Inc., dba NASA Towing & Recovery Services, for an extension of time for the filing of written comments on the proposed rules.

UPON CONSIDERATION WHEREOF the Commission is of the opinion that both requests for an extension of time for filing written comments on the proposed rules are reasonable and should be granted.

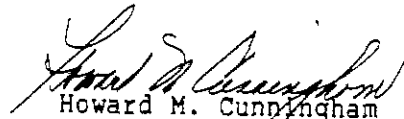
IT IS, THEREFORE, ORDERED that the comment period on the proposed rules in this proceeding be, and it hereby is, extended to 4:00 p.m., August 1, 1990. All interested parties who comment shall set forth specific comments concerning the proposed amendments to the Rules and Regulations for the Government of Motor Carriers of Passengers and Property. Since specific requests for hearing on the proposed amendments have been filed, the Commission will set this matter for hearing by future order.

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IT IS FURTHER ORDERED that the Executive Secretary of the Commission file a copy of the Notice of Extension of Comment Period on a Proposed Rule with the Office of the Secretary of State for inclusion in the State Register.

OFFICE OF THE SECRETARY OF STATE

A True Copy, Teste:

  
Howard M. Cunningham  
Executive Secretary

HMC/ET

**WEST VIRGINIA**  
**SECRETARY OF STATE**  
**KEN HECHLER**  
**ADMINISTRATIVE LAW DIVISION**

Form #2

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OFFICE OF THE SECRETARY OF STATE

**NOTICE OF A COMMENT PERIOD ON A PROPOSED RULE**

AGENCY: PUBLIC SERVICE COMMISSION OF WEST VIRGINIA TITLE NUMBER: 150  
RULE TYPE: Legislative; CITE AUTHORITY SS24-1-7, 24-2-2, 24-2-12,  
24A-1-1, 24A-2-3, 24A-2-5,  
AMENDMENT TO AN EXISTING RULE: YES  NO  24A-3-3, 24A-3-6 & 24A-5-5  
IF YES, SERIES NUMBER OF RULE BEING AMENDED: 9  
TITLE OF RULE BEING AMENDED: RULES AND REGULATIONS FOR THE  
GOVERNMENT OF MOTOR CARRIERS OF PASSENGERS AND PROPERTY  
IF NO, SERIES NUMBER OF NEW RULE BEING PROPOSED: \_\_\_\_\_  
TITLE OF RULE BEING PROPOSED: \_\_\_\_\_

IN LIEU OF A PUBLIC HEARING, A COMMENT PERIOD HAS BEEN ESTABLISHED DURING WHICH ANY INTERESTED PERSON MAY SEND COMMENTS CONCERNING THESE PROPOSED RULES. THIS COMMENT PERIOD WILL END ON June 1, 1990 AT 4:00 p.m. ONLY WRITTEN COMMENTS WILL BE ACCEPTED AND ARE TO BE MAILED TO THE FOLLOWING ADDRESS.

Howard M. Cunningham  
Executive Secretary  
Public Service Commission of WV  
P. O. Box 812  
Charleston, WV 25323

THE ISSUES TO BE HEARD SHALL BE LIMITED TO THIS PROPOSED RULE.

Boyd Griffith  
BOYCE GRIFFITH, CHAIRMAN  
PUBLIC SERVICE COMMISSION OF WV

ATTACH A **BRIEF** SUMMARY OF YOUR PROPOSAL

## SUMMARY OF PROPOSED RULE

The Commission recently re-examined the Rules and Regulations for the Government of Motor Carriers of Passengers and Property and determined that these rules require certain revisions. The rules were last revised to be effective August 22, 1988, and the Commission believes that further revision will benefit motor carriers, private commercial customers, and the general public.

The purposes of this proposed legislative rule are (1) to amend and reenact existing Commission rules and regulations pertaining to motor carriers in order that said rules and regulations may more closely conform with the Commission's statutory jurisdiction; (2) to update said rules and regulations; and (3) to promulgate additional new rules and regulations which are designed to reflect the Commission's recently expanded jurisdiction with respect to solid waste facilities.

FISCAL NOTE

This is a fiscal note issued pursuant to §§24-1-7, 24-2-12, 24A-1-1, 24-2-3, 24A-3-65, and 24A-5-5 of the West Virginia Code, as these sections are read in pari materia, with §§29A-3-1 through 29A-3-9 of the West Virginia Code, relating to Motor Carrier General Order No. 64.1, In the Matter of Commission Proposed Rules for Motor Carriers of Passengers and Property, amending the Rules and Regulations for the Government of Motor Carriers of Passengers and Property, which were last amended in 1988, effective August 22, 1988.

I. OBJECTIVES OF THE RULE

The purposes of this proposed legislative rule are (1) to amend and reenact existing Commission rules and regulations pertaining to motor carriers in order that said rules and regulations may more closely conform with the Commission's statutory jurisdiction; (2) to update said rules and regulations; and (3) to promulgate additional new rules and regulations which are designed to reflect the Commission's new jurisdiction with respect to solid waste facilities.

II. COST OF IMPLEMENTING THE PROPOSED RULES:

A. Cost of Implementation for the State:

There will be no implementation cost relating to this rulemaking for the State of West Virginia.

B. Cost of Implementation for Persons Affected by the Proposed Rule:

The Commission is of the opinion that any additional costs incurred by motor carriers as a result of the implementation of this rule will be de minimis in nature.

III. THE EFFECT THIS MEASURE WILL HAVE ON THE COSTS OR REVENUES OF STATE GOVERNMENT. (Information required by fiscal notes for either House of the Legislature.)

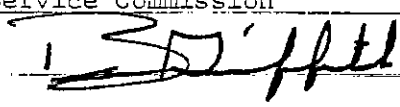
If the proposed legislative rule is adopted in its entirety, any effect on gross revenues flowing to the Commission will be de minimis in nature.

IV. ECONOMIC IMPACT OF THE RULE ON THE STATE OR ITS RESIDENTS

The Commission foresees that there will be no economic impact by this rule on the State or on its residents since the changes proposed by this rulemaking are not designed to affect materially the cost to the travelling or shipping public.

DATE: April 19, 1990 AGENCY: Public Service Commission

SIGNATURE OF AUTHORIZED REPRESENTATIVE



TITLE 150  
LEGISLATIVE RULE  
PUBLIC SERVICE COMMISSION

SERIES 9  
RULES AND REGULATIONS FOR  
THE GOVERNMENT OF  
MOTOR CARRIERS  
OF-PASSENGERS-AND-PROPERTY  
AND PRIVATE COMMERCIAL CARRIERS

§150-9-1. General.

1.1. Scope - These rules govern all common or contract motor carriers for hire of passengers or property over the public highways of this State, unless otherwise exempt from regulation by Chapter §24A-1-3 of the Code of West Virginia Code, pursuant to West-Virginia-Code §§24-2-1 and 24A-1-1. Moreover Rule 2.3 applies to motor carriers and private commercial carriers subject to the Commission's jurisdiction.

1.2. Authority - West Virginia Code §§24-2-2, 24A-2-3, 24A-3-4, 24A-3-6, 24A-5-5.

1.3. Filing Date - June-23,-1988.

1.4. Effective Date - August-22,-1988.

1.5. Intentions.

Pursuant to the powers vested and the authority given under Chapter 24A, Code of the West Virginia Code, the Public Service Commission of West Virginia issues the following rules and regulations governing the transportation of persons and property for hire by motor vehicle upon or over the public highways of this State. These rules are intended to insure adequate service to the public; to protect the safety and welfare of the traveling and shipping public in their use of transportation agencies by motor vehicle; to preserve, foster and regulate transportation and permit the coordination of transportation facilities; and to provide the traveling and shipping public transportation agencies rendering stabilized service at just and reasonable rates. Moreover, Rule 2.3 is also intended to apply to all motor carriers and private commercial carriers subject to the Commission's jurisdiction.

1.6. Saving Clause.

The adoption of these rules and regulations shall in no way preclude the Public Service Commission from altering or amending them in whole or in part, or from requiring any other or additional service, equipment, facility, or standard, either upon

complaint or upon its own motion, or upon the application of any motor carrier. Furthermore, these rules shall not relieve in any way a motor carrier or private commercial carrier from any of its duties under the laws of this State. These rules and regulations are intended to supplement the applicable statutes and do not replace or substitute any of its the provisions of such statutes.

#### 1.7. Application of rules.

a. These rules shall apply to all common or contract motor carriers for hire of passengers or property over the public highways of this State, unless otherwise exempt from regulation by Chapter §24A-1-3 of the Code of West Virginia. Rule 2.3 shall apply to all motor carriers and private commercial carriers subject to the Commission's jurisdiction. These rules shall apply to persons and motor vehicles engaged in intrastate and interstate commerce to the extent permitted by the constitution and laws of the United States.

b. Modification of, or exemption from rules. - If hardship results from the application of any rule herein prescribed, or if unusual difficulty is involved in immediately complying with any rule, application may be made to the Commission for the modification of the particular rule or for temporary exemption from its provisions; provided that no application for such modification or exemption shall be considered by the Commission unless there is submitted therewith a full and complete justification for such action.

#### 1.8. Definitions.

a. Commission. Whenever in these rules and regulations the words "eCommission" or "Public Service Commission" occur, such word or words shall, unless a different intent clearly appears from the context, be taken to mean the Public Service Commission of West Virginia.

b. Motor Vehicle. The term "motor vehicle" means, and includes, any automobile, truck, tractor, truck-tractor, trailer, semitrailer, motorbus, taxicab, and any self-propelling motor-driven motor vehicle, or any combination thereof, used upon any public highway in this State for the purpose of transporting persons or property.

c. Public highway. The term "public highway" means any public street, alley, road, or highway, or thoroughfare of any kind in this State used by the public.

d. Person. The term "person" means and includes any individual, firm, copartnership, corporation, company, association, or joint-stock association, and includes any trustee, receiver, assignee or personal representative thereof.

e. Common carrier by motor vehicle. The term "common carrier by motor vehicle" means any person who undertakes, whether directly or by lease or any other arrangement, to transport passengers or property, or any class or classes of property, for the general public over the highways of this State by motor vehicles for hire, whether over regular or irregular routes, including such motor vehicle operations of carriers by rail, water, or air and of express or forwarding agencies, and leased or rented motor vehicles, with or without drivers.

f. Contract carrier by motor vehicle. The term "contract carrier by motor vehicle" means any person not included in subdivision e of this section, who under special and individual contracts or agreements, and whether directly or by lease or any other arrangement, transports passengers or property over the highways of this State by motor vehicles for hire.

g. Motor carrier. The term "motor carrier" includes both a common carrier by motor vehicle and a contract carrier by motor vehicle.

h. Exempt carrier. The term "exempt carrier" means any person operating a motor vehicle exempt from the provisions of Chapter 24A, Code of West Virginia, by Article 1, Section 3, thereof.

i. Power unit. The term "power unit" means any vehicle which contains within itself the engine, motor, or other source of power by which said vehicle is propelled.

j. I.C.C. The letters "I.C.C." mean the Interstate Commerce Commission.

k. D.O.T. The letters "D.O.T." mean the United States Department of Transportation, Federal Highway Administration, Bureau of Motor Carrier Safety.

l. Driveaway operation. The words "driveaway operation" mean an operation in which any vehicle or vehicles, operated singly or in lawful combination, new or used, not owned by the transporting motor carrier, constitute the commodity being transported.

m. NARUC. The letters "NARUC" mean the National Association of Regulatory Utility Commissioners.

n. Operations within the borders of this state. The term "operations within the borders of this State" as it is used in Chapter 24A, Article 6A, Section 1, 2, and 3, Code of West Virginia, means interstate or foreign operations to, from, within or traversing this State.

o. CFR. The letters "CFR" mean the Code of Federal Regulations.

p. Private commercial carrier. The term "private commercial carrier" means and includes any person who undertakes, whether directly or by lease or other arrangement, to transport property, including hazardous materials as defined in these rules, for himself over the interstate highways of this state, in interstate or intrastate commerce, for any commercial purpose, by truck tractor, semitrailer or full trailer, as hereinbelow defined: provided, that this term shall not include carriers of heavy equipment, used in excavation or construction, by low-bed trailers, to or from construction sites.

q. Truck tractor. The term "truck tractor" means a self-propelled motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

r. Semitrailer. The term "semitrailer" means any motor vehicle other than a "pole trailer", with or without motive power, designed to be drawn by another motor vehicle and so constructed that some part of its weight rests upon the towing vehicle.

s. Full trailer. The term "full trailer" means any motor vehicle, with or without motive power, other than a "pole trailer", designed to be drawn by another motor vehicle and so constructed that no part of its weight except the towing device rests upon the towing vehicle. A semitrailer equipped with an auxiliary front axle (dolly) shall be deemed to be a "full trailer".

§150-9-2. Rules and Regulations Applicable to all Motor Carriers.

2.3. Safety rules and regulations.

Every motor carrier subject to the Commission's jurisdiction and every private commercial carrier subject to the Commission's jurisdiction shall, without regard to whether said carrier is engaged in intrastate or interstate commerce, establish, maintain, and operate their said motor carrier's vehicles, equipment, and cargo in conformity with the safety rules and regulations promulgated by the U.S. Department of Transportation, Federal Highway Administration, Bureau of Motor Carrier Safety, published in Title 49 CFR parts 171, 172, 173, 177, 178, 325, 350, 383, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398 and 399 in effect as of June-1, -1988; January 1, 1991; and in Title 40 CFR part 262 in effect as of June-1, -1988; January 1, 1991. Copies of said rules and regulations may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

## 2.5. Uniform system of accounts and record retention.

a. All Class I and II common and contract motor carriers of passengers and property are required to keep the "Uniform System of Accounts" promulgated by the Interstate Commerce Commission, as published in Title 49 CFR parts 1206 and 1207, and in effect as of July-1, -1983 January 1, 1991.

### b. DEFINITIONS.

1. Class I--Carriers having average annual gross carrier operating revenues (including interstate and intrastate) of Three Million Dollars (\$3,000,000) or more from motor carrier operations.

2. Class II--Carriers having average annual gross carrier operating revenues (including interstate and intrastate) of Five Hundred Thousand Dollars (\$500,000) but less than Three Million Dollars (\$3,000,000) from motor carrier operations.

3.---Class III--Carriers- having- average- annual- gross carrier- operating- revenues- (including- interstate- and intrastate)- of- less- than- Five- Hundred- Thousand- Dollars (\$500,000)- from- motor- carrier- operations-:

c. All Class I and II common and contract motor carriers of passengers and property are required to retain and preserve records in accordance with the rules of the Interstate Commerce Commission, as published in Title 49 CFR part 1220, and in effect as of July-1, -1983 January 1, 1991.

§150-9-3--General-Rules-Applicable-to-all-Motor-Carriers-3-1--Applications,-documents,-and-other-papers-2.6. Applications, documents, and other papers.

Applications, documents, and other papers shall be filed with the Commission upon the forms prescribed by Section 10 of this Series, except that the Commission may accept such other form of application, document, or paper, as the Commission may deem proper, if such application, document, or other paper contains the same information required by the prescribed form. Each such application, document, or paper shall be accompanied by the applicable filing fee required under Rule 3-2 2.7. If no filing fee is indicated in said rule for the filing of a specific category of application, document, or paper, said filing may be made free of charge.

3-2--Filing-fees-2.7. Filing fees.

- |    |  |          |
|----|--|----------|
| a. | Application for a certificate of convenience and necessity or for a contract-carrier permit. | \$100.00 |
| b. | Application for the reinstatement of a suspended certificate or a suspended permit.          | 75.00    |
| c. | Application for the transfer of a certificate or a permit.                                   | 50.00    |
| d. | Application for the amendment of a certificate or a permit.                                  | 75.00    |
| e. | Application to abandon service under a certificate.  | 15.00    |
| f. | Application for authority to adopt or change a trade-name under a certificate or permit.     | 25.00    |
| g. | Application for the transfer of several certificates and/or permits.                         | 50.00    |

3-3--PUBLICATION-OF-NOTICE-OF-HEARINGS-

2.8. Publication of notice of hearings.

Notice of hearings must be published in accordance with the order setting the matter of hearing. A certificate from the publisher must be filed with the Commission on or before the day of hearing.

~~3.4.-Violation-of-motor-vehicle-laws-~~

2.9. Violation of motor vehicle laws.

The violation of any law contained in Chapters 17, 17-A; 17-B; 17-C; or 17-D; 17A, 17B, 17C, 17D, or 17E of the West Virginia Code, pursuant to the provisions of §24A-2-5(d) and §24A-3-3(d), either as admitted by the motor carrier or as proved in a criminal proceeding, or as admitted by the motor carrier or as proved in a Commission proceeding by a preponderance of the evidence, shall be sufficient cause for the suspension and/or revocation of the authority of any motor carrier operating under the jurisdiction of the Public Service Commission.

~~3.5.-Uniform-vehicle-identification-cards-or-stamps-~~

2.10. Uniform vehicle identification cards or stamps.

Uniform Vehicle Identification Cards or Stamps shall be issued only in the name under which a certificate or permit is held or under which authority or exempt status from the Interstate Commerce Commission is held.

~~3.6.-Exempt-carriers-~~

~~Carriers-which-are-exempt-by-the-provisions-of-Chapter-24A; Article-1;- Section-3;- Code-of-West-Virginia-will-be-issued-a certificate-of-exemption-upon-presentation-of-proof-that-such carrier-operates-exclusively-in-the-transportation-of-an-exempt commodity-in-intrastate-transportation-~~

~~3.7.-TRANSFER-OF-CARDS-OR-STAMPS-~~

2.11. Transfer of cards or stamps.

The transfer of Uniform Vehicle Identification Cards or ICC identification stamps issued by this Commission shall be authorized, subject to the following rules, restrictions, and limitations:

a. A fee of one dollar (\$1.00) will be charged and collected for the transfer of each Uniform Vehicle Identification Card, provided that the old card is returned to this Commission at the time of the transfer. If the old card is not returned, a new Uniform Vehicle Identification Card must be issued for the new vehicle at an issuance fee of three dollars (\$3.00).

b. Transfers will be permitted only from one motor vehicle to another motor vehicle owned by the same authorized carrier.

c. A Uniform Vehicle Identification Card issued for a motor vehicle which is replaced by a carrier may be used on the replacement equipment for a period of not more than ten (10) days before a proper transfer is made by the Commission upon application of the carrier.

d. The transfer of ICC identification stamps, issued by the Commission, from one vehicle to another shall be permitted one time only for a replacement vehicle provided the Commission is given prior notice of the transfer.

~~3-8--Requirement-that-carrier-use-and-display-authorized trade-name:~~

2.12. Requirement that motor carrier use and display authorized trade name and certificate and/or permit number(s).

No motor carrier shall use any trade-name trade name or any fictitious name unless such name is authorized for such carrier's use by order of the Commission. Except where otherwise provided herein, a motor carrier shall display its authorized trade name (or where no such trade name is authorized, the name in which authority is held) and at least one of its certificate or permit numbers on each side of each motor vehicle it operates. The letters of the carrier's name shall be not less than three inches in height. Temporary placards may be used for leased equipment subject to this section. Provided, however, that this rule shall not apply to vehicles operated in specialized limousine service as defined in rule-5-1(e) Rule 5.1.c.

~~3-9--Acquisition-of-cards-by-transferees:~~

2.13. Acquisition of cards by transferees.

Transferees of certificates of convenience and necessity or contract carrier permits, shall acquire the Uniform Vehicle Identification Cards and pay the annual assessment prescribed by law within twenty- (20) sixty (60) days after the date of the

order authorizing such transfer or the authority transferred shall be suspended; provided, however, that the Commission may grant an extension of time upon good cause being shown therefor.

~~3.10-Surrender-of-uniform-vehicle-identification-cards-by-transferor.~~

2.14.Surrender of uniform vehicle identification cards by transferor.

Uniform Vehicle Identification Cards issued to any carrier that is subsequently authorized to transfer such carrier's its authority shall be surrendered to the Commission within ~~twenty~~ sixty (60) days after the date of the order authorizing such transfer.

~~3.11:Resident-interstate-carriers:~~

2.15.Resident interstate carriers.

Each motor carrier, resident or domiciled in West Virginia, operating exclusively under authority granted to it by the Interstate Commerce Commission, shall pay an assessment fee of three dollars (\$3.00) for each Uniform Vehicle Identification Stamp issued for each power unit, and shall list each trailer, or semi-trailer, used under such authority on P.S.C. W.Va. M.C. Form 4, but will not be required to pay the special assessment fee provided in subsections (b), (c), and (d) of §24A-6-6 of the West Virginia Code for the particular capacity of vehicle; and each motor carrier, resident or domiciled in West Virginia, operating both interstate under authority granted to it by the Interstate Commerce Commission and intrastate under authority granted to it by this Commission, shall pay an amount equal to that proportion of the special assessment fee (provided in subsections (b) (c) and (d) of §24A-6-6 for that particular capacity of vehicle) that the gross operating revenue derived from each such carrier's intrastate operation in West Virginia bears to the gross operating revenue derived from all its operation, both intrastate and interstate, in West Virginia.

~~3.12-Interruption-of-service:~~

2.16.Interruption of service.

In all cases of interruption of the regular service of any motor carrier to which these Rules are applicable, where such interruptions are continued or likely to continue over a period of more than forty-eight (48) hours, written notice shall, within

forty-eight (48) hours after the commencement of said interruption, be given to filed with the office of the Executive Secretary of the Commission of the character, cause, and probable duration of the same.

~~3.13. Suspension of certificates and permits because of carrier's failure to apply for and obtain uniform vehicle identification card and to pay special assessment.~~

2.17. Suspension of certificates and permits because of carrier's failure to apply for and obtain uniform vehicle identification card and to pay special assessment.

(a.) Pursuant to the requirements imposed upon motor carriers by §§24A-6-4 and 24A-6-6 of the West Virginia Code, every motor carrier shall, by July 1st of each year, have applied for and have obtained at least one (1) Uniform Vehicle Identification Card and have paid the special annual assessment imposed upon said motor carrier, for the fiscal year commencing on said July 1st.

(b.) If, by August 1st of said fiscal year, a motor carrier has still failed to apply for and to obtain at least one (1) Uniform Vehicle Identification Card or has failed to pay the special annual assessment imposed upon said carrier, the Commission, through its Staff, shall notify said carrier, in writing, that all of its certificates and permits will be automatically suspended on October 1st of said fiscal year if said carrier, by said date, either has failed to apply for and to obtain at least one (1) Uniform Vehicle Identification Card or has failed to pay said special annual assessment.

(c.) Every certificate, and every permit, which lacks an explicit expiration date shall be automatically suspended, effective October 1st of each year, until further order of the Commission, and all operations under said certificate or permit shall be automatically suspended, if the holder of said certificate or permit, by that date, either has failed to apply for and to obtain at least one (1) Uniform Vehicle Identification Card for, or has failed to pay the special annual assessment for, the fiscal year in which said date falls.

(d.) By October 8th of said fiscal year, the Commission shall send a letter by certified mail to every motor carrier holding a certificate or permit which, according to Commission records, was automatically suspended on October 1st pursuant to this Rule. Said letter shall inform said carrier that its operations have, in fact, been suspended and that it may have its

suspension lifted, expeditiously, if it tenders proper payment for the special annual assessment(s) and applies for and obtains Uniform Vehicle Identification Cards prior to November 1st of said fiscal year. The Commission may expeditiously lift the suspension of each carrier which complies with the requirements set forth in said letter.

(e.) If said motor carrier fails, by November 1st of said fiscal year, to tender proper payment for the applicable annual assessment(s) or fails by that date to obtain Uniform Vehicle Identification Cards, the Commission may, on its own motion, commence proceedings to revoke all operating authority held by said carrier.

(f.) All letters and documents relevant to motor carriers who were suspended on October 1 of a fiscal year in accordance with Rule 3.13(e) 2.17.c shall be maintained in the office of the Executive Secretary of the Commission. Such records shall include copies of all warning letters, notice of the actual suspension, all subsequent correspondence with the motor carrier or its representatives, and any other relevant documents, properly stamped and dated upon receipt.

3.14: ~~Special terms, conditions and limitations to certificates authorizing the transportation of general commodities.~~

~~Certificates of convenience and necessity issued to common carriers of property by motor vehicles for the transportation of commodities generally shall be subject to the following rules, restrictions, and limitations, unless the order issuing such certificate clearly states that a different meaning is intended:~~

~~a. --- A certificate authorizes operations only under the name in which it is issued.~~

~~b. --- A certificate authorizing the transportation of "general commodities" includes the right to transport all types of property capable of, or suitable for, transportation by ordinary motor vehicle, but, unless specifically so provided in the certificate, does not authorize the use of special facilities or special motor vehicles in the transportation of any commodity, nor the transportation of:~~

~~1. --- Commodities which by reason of length, width, weight, height, size, or other physical characteristic, require the use of special devices, facilities or equipment for their loading or unloading; or~~

2.---Commodities- which- require- special- facilities- or special-motor-vehicle- for-adequate,- efficient-or-safe transportation;- or- for- protection;- except- as- against heat-or-cold-

e.---The-term-"special-facilities;"-as-used-in-paragraph-(b) of-this-Rule;-means-facilities-in-addition-to-or-other-than those-required-or-used-in-ordinary-packing;- crating;- or handling;- and-the-term-"special-motor-vehicle;"-as-used-in the-same-paragraph;- means-a-motor-vehicle-so-designed-and constructed;- or-equipped-with-appliances-so-designed-and constructed;- as-to-provide-facilities-other-than-those-af-fered-by-the-floors;- sides-and-tops-of-ordinary-motor-ve-hicles:- The-following;- among-others;- are-deemed-to-be-spe-cial-motor-vehicles-or-motor-vehicles-embodiyng-special-fa-cilities:- tank-trucks;- dump-trucks;- armored-trucks;- house-hold-goods-moving-vans;- pole-trailers;- and-"haul-a-ways"-or trucks-designed-especially-for-hauling-automobiles-or-sim-ilar-artieles-

d.---In-the-event-of-any-conflict-between-the-special-terms; condiions;- and-limitations-set-ferth-in-the-various-items above-and-the-provisions-in-the-main-body-of-a-certificate the-latter-shall-govern-in-all-instances-

3.15. Prohibition of unauthorized operations and unauthorized charges by common and contract carriers; penalties and sanctions.

2.18. Prohibition of unauthorized operations and unauthorized charges by common and contract carriers; penalties and sanctions.

(a.) No common carrier by motor vehicle shall operate within this State without first having obtained a certificate of convenience and necessity from the Commission.

(b.) No common carrier by motor vehicle shall operate outside the territory or routes set forth in its certificate(s).

(c.) No contract carrier by motor vehicle shall operate within this State without first having obtained a permit from the Commission.

(d.) No contract carrier by motor vehicle shall operate outside of the territory or routes set forth in its permit(s).

(e.) No motor carrier shall charge, demand, collect, or receive a greater or less or different remuneration for the transportation of passengers or property, or for any service in connection therewith, than the rates, fares, and charges which have been legally established and filed with the Commission; nor shall any such carrier refund, remit, discount or rebate in any manner or by any device any portion of the rates, fares, and charges required to be collected by the tariffs on file with or ordered by the Commission.

(f.) Any common carrier or contract carrier which operates motor vehicles for hire over the public highways of this State without first having obtained either a certificate of convenience and necessity or a contract carrier permit, as the case may be, from the Commission, shall be subject to criminal penalties, as well as to administrative sanctions imposed by the Commission, pursuant to Chapters 24 and 24A of the West Virginia Code.

### 3.16. Binding estimates by carriers of household goods:

(a) Upon a request filed by a shipper, every common carrier of household goods shall provide a binding estimate for transportation and related services furnished by said carrier in accordance with the following criteria:

(1) Every binding estimate must be in writing and must be signed by representatives of both the shipper and the carrier;

(2) Every binding estimate, or any revision thereof, which is made under the provisions of this rule, shall remain effective and binding for a period of up to sixty (60) days after said estimate is presented to the shipper;

(3) Every binding estimate is limited to the origin, destination, and additional stops, if any, specified on it. The binding estimate is further limited to the quantities and/or services specified therein;

(4) Any binding estimate may be revised, through the written, mutual agreement of the shipper and the carrier, at any time during its effective period, up to and including the date upon which the shipment is tendered to the carrier for transportation; and

(5) Prior to loading the tendered shipment, the carrier may revise the binding estimate if the origin, desti-

nation; - additional - steps; - quantities - and/or - services; - or - any - part - thereof; - have - been - added; - changed; - or - deleted - by - the - shipper.

(b) - Provided; - however; - that - upon - a - request - by - the - shipper; - the - carrier - shall - agree - to - provide - price - certainty - by - basing - charges - on - the - binding - estimate; - as - set - forth - above; - plus - any - additional - services - requested - or - required - after - loading; - or - on - the - actual - weight - and - tariff - charges - in - effect - on - the - last - day - on - which - services - were - performed; - whichever - option - produces - the - lesser - total - charge; - - This - option - must - be - stated - in - writing - and - initialed - by - representatives - of - both - the - shipper - and - the - carrier; - and - shall - be - effective - for - the - same - period - as - the - binding - estimate.

3.17. Parties to committing a violation of motor carrier law.

2.19. Parties to committing a violation of motor carrier law.

No person shall commit, attempt to commit, conspire to commit, or knowingly aid or abet in the commission of, any act which is prohibited by chapter Chapter 24A of the West Virginia Code or by the rules set forth in this Series.

3.18. Acquisition of stock in incorporated motor carriers; issuance of stock by incorporated motor carriers.

2.20. Acquisition of stock in incorporated motor carriers; issuance of stock by incorporated motor carriers.

(a) No person shall, before obtaining the Commission's consent and approval to do so, acquire, either directly or indirectly, a majority of the common stock of any incorporated common carrier or incorporated contract carrier organized and doing business in this State.

(b) No incorporated common carrier, and no incorporated contract carrier, shall issue stocks and stock certificates, or other evidence of interest or ownership unless, in addition to other requirements of law, said carrier shall first have secured from the Commission an order authorizing the issue, stating the amount thereof and the purposes to which the issue or the proceeds thereof are to be applied, and stating that, in the opinion of the Commission, the issue is reasonably required for the purposes specified in the order: provided, that the issuance of stocks and stock certificates or other evidence of interest or ownership by a corporation which devotes one (1) or more of its divisions to the provision of a public service set forth in

§24-2-1 of the West Virginia Code shall be exempted from the requirements hereof when the gross revenues generated by all such divisions represent less than twenty-five percent (25%) of the gross revenues generated by the corporation.

~~3.19. Consummation of transfer of certificates and permits.~~

2.21. Consummation of transfer of certificates and permits.

(a) Within a reasonable period of time after the date of a Commission order approving the transfer of a certificate of permit, the proposed transferor and the proposed transferee shall inform the Commission in writing as to whether said transfer has, in fact, been consummated, and, if so, upon what date it was consummated.

(b) If, within a reasonable period of time after the date of said order, the proposed transferor and the proposed transferee notify the Commission that they have not consummated said transfer, or if, by the end of said period, at least one of said parties fails to notify the Commission, in writing, as to whether said transfer has been consummated, the Commission shall enter such further orders in the case as the Commission may deem appropriate.

~~3.20. Descriptions of operating authority in applications and orders.~~

2.22. Descriptions of operating authority in applications and orders.

(a) Every application for a certificate or permit which is filed with the Commission shall contain an unambiguous description of the total territory within which, or the total routes along which, the holder of said certificate or permit proposes to operate.

(b) Every certificate or permit shall have the operating authority set forth therein described either in terms of territory or in terms of routes, but not both.

(c) With the exceptions of present or past municipal boundaries, every component of the description of a route or territory in a certificate or permit which is being issued, transferred, or amended must be readily ascertainable by reference to the applicable county road maps most recently issued by the West Virginia Department of Highways. Every highway route listed in a

certificate or permit shall conform, in an unambiguous fashion, to the latest designation by the West Virginia Department of Highways.

(d) No reference to unincorporated communities shall be made in certificates or permits issued by the Commission.

(e) Every application involving the issuance, transfer, or amendment of a certificate or permit, which application describes operating authority in terms of routes (rather than in terms of territory), shall be accompanied by copies of the most recent county road maps (or portions thereof) issued by the West Virginia Department of Highways applicable to said routes, with said routes visibly marked on said maps.

(f) If an application for a certificate or permit or an application for the Commission's approval of the transfer of a certificate or permit or an application for the amendment of a certificate or permit does not conform to the requirements set forth in this rule, said application shall not be processed unless and until it is amended to comply with this rule.

~~3.21. Rates, fares, and charges by common carriers and contract carriers.~~

2.23. Rates, fares, and charges by common carriers and contract carriers.

(a) Every common carrier and every contract carrier shall file tariffs reflecting the rates, fares, and charges approved by the Commission for said carriers.

(b) No contract carrier shall collect, from a customer, rates, fares, or charges, which are less than the lowest rates, fares, or charges approved or permitted by the Commission for common carriers providing substantially the same service along any route on which, or within any part of the territory in which (as the case may be), said contract carrier is authorized to operate.

~~3.22. Mandatory transfer of certificate of permit after death of holder(s).~~

2.24. Mandatory transfer of certificate or permit after death of holder(s).

Within three (3) years after the death of one (1) or more holders of a certificate or permit, the personal representative

of each such holder shall either apply to the Commission for the approval of the transfer of said certificate or permit or apply to the Commission for the approval of the discontinuance of operations under said certificate or permit. Provided, however, that this rule shall not apply to a certificate or permit held by joint tenants until all joint tenants have died.

~~3.23. Inspection and examination of land, buildings, equipment, records and papers of motor carriers.~~

2.25. Inspection and examination of land, buildings, equipment, records and papers of motor carriers.

Employees of the Commission are authorized to enter upon, to inspect, and to examine any and all lands, buildings, and equipment of motor carriers and to inspect and copy any and all accounts, books, records, memoranda, correspondence, and other documents of such carriers. Every motor carrier shall submit its accounts, books, records, memoranda, correspondence, and other documents for inspection and copying, and shall submit its lands, buildings, and equipment for examination and inspection, to any employee of the Commission upon the oral or written request of such employee.

2.26. Maintenance by motor carriers of listings in the yellow pages.

Every motor carrier that holds authority issued by the Commission shall maintain one or more listings in the Yellow Pages of one or more current telephone directories applicable to each territory which said carrier is authorized to serve. The maintenance by a motor carrier of one or more listings in the Yellow Pages of one or more telephone directories applicable to a particular territory may be used as evidence that that carrier is holding itself out to serve customers in that territory to the extent that such listings in the Yellow Pages are set forth under each appropriate product topic or service topic applicable to the customers which said carrier claims that it is holding itself out to serve. The failure of a motor carrier to maintain such listings in the Yellow Pages may be used as evidence that the carrier is not holding itself out to serve the customers whom the Commission has authorized it to serve.

§150-9-3. Rules and Regulations Applicable to Particular Carriers.

### 3.1. Exempt carriers.

A carrier that is exempt by the provisions of §24A-1-3 will be issued a certificate of exemption upon presentation of proof that such carrier operates exclusively in the transportation of an exempt commodity.

### 3.2. Special terms, conditions and limitations to certificates authorizing the transportation of general commodities.

Certificates of convenience and necessity issued to common carriers of property by motor vehicles for the transportation of commodities generally shall be subject to the following rules, restrictions, and limitations, unless the order issuing such certificate clearly states that a different meaning is intended:

a. A certificate authorizes operations only under the name in which it is issued.

b. A certificate authorizing the transportation of "general commodities" includes the right to transport all types of property capable of, or suitable for, transportation by ordinary motor vehicle, but, unless specifically so provided in the certificate, does not authorize the use of special facilities or special motor vehicles in the transportation of any commodity, nor the transportation of:

1. Commodities which by reason of length, width, weight, height, size, or other physical characteristic, require the use of special devices, facilities or equipment for their loading or unloading; or

2. Commodities which require special facilities or special motor vehicle for adequate, efficient or safe transportation, or for protection, except as against heat or cold.

c. The term "special facilities," as used in paragraph (b) of this Rule, means facilities in addition to or other than those required or used in ordinary packing, crating, or handling, and the term "special motor vehicle," as used in the same paragraph, means a motor vehicle so designed and constructed, or equipped with appliances so designed and constructed, as to provide facilities other than those afforded by the floors, sides and tops of ordinary motor vehicles. The following, among others, are deemed to be special motor vehicles or motor vehicles embodying special facilities: tank trucks, dump trucks, armored trucks,

household goods moving vans, pole trailers, and "haul-a-ways" or trucks designed especially for hauling automobiles or similar articles.

d. In the event of any conflict between the special terms, conditions, and limitations set forth in the various items above and the provisions in the main body of a certificate the latter shall govern in all instances.

### 3.3. Binding estimates by carriers of household goods.

a. Upon a request filed by a shipper, every common carrier of household goods shall provide a binding estimate for transportation and related services furnished by said carrier in accordance with the following criteria:

(1) Every binding estimate must be in writing and must be signed by representatives of both the shipper and the carrier;

(2) Every binding estimate, or any revision thereof, which is made under the provisions of this rule, shall remain effective and binding for a period of up to sixty (60) days after said estimate is presented to the shipper;

(3) Every binding estimate is limited to the origin, destination, and additional stops, if any, specified on it. The binding estimate is further limited to the quantities and/or services specified therein;

(4) Any binding estimate may be revised, through the written, mutual agreement of the shipper and the carrier, at any time during its effective period, up to and including the date upon which the shipment is tendered to the carrier for transportation; and

(5) Prior to loading the tendered shipment, the carrier may revise the binding estimate if the origin, destination, additional stops, quantities and/or services, or any part thereof, have been added, changed, or deleted by the shipper.

b. Provided, however, that upon a request by the shipper, the carrier shall agree to provide price certainty by basing charges on the binding estimate, as set forth above, plus any additional services requested or required after loading, or on the actual weight and tariff charges in effect on the last day on

which services were performed, whichever option produces the lesser total charge. This option must be stated in writing and initialed by representatives of both the shipper and the carrier, and shall be effective for the same period as the binding estimate.

3.4. Binding estimates by carriers of mobile or modular homes.

a. Upon a request filed by a customer, every common carrier of mobile or modular homes shall provide a binding estimate for transportation and related services furnished by said carrier in accordance with the following criteria:

(1) Every such binding estimate must be in writing and must be signed by a representative of both the customer and the carrier.

(2) Every such binding estimate, or any revision thereof, which is made under the provisions of this rule, shall remain effective and binding for a period of up to sixty (60) days after said estimate is presented to the customer.

(3) Every such binding estimate is limited to the origin, destination and other services specified therein, which shall include, but not be limited to, the cost of trip permits, bulldozer service, wrecker service, tolls, and flag vehicles.

(4) Any such binding estimate may be revised, through written mutual agreement of the customer and the carrier, at any time during its effective period, up to and including the date upon which the shipment is tendered to the carrier for transportation.

(5) Prior to moving the home, the carrier may revise the binding estimate if the origin, destination, and/or services, or any part thereof, have been added, changed or deleted by the customer.

b. Provided, however, that the provisions of this rule shall not apply to expenses for labor and materials resulting from mechanical failure in the customer's equipment. Such expenses and delays shall be borne by the customer unless otherwise agreed by the parties in writing.

3.5. Printed invoice by carrier of mobile or modular homes required.

No charge shall be made by a carrier of mobile or modular homes to a customer for the transportation of mobile or modular homes or for any services incidental to such service unless such charge is upon a printed, sequentially numbered invoice executed in triplicate. One such copy of the invoice shall be presented to said customer prior to payment. A copy of each invoice shall be retained by the carrier for a period of at least two (2) years after the last date of service by the carrier to the customer. The following information, but no other information, shall appear on the invoice:

- a. The name, trade name or logo, if any, of the carrier and the address of its base of operation.
- b. The date and time the request for service was received and the name, address, and telephone number of the customer.
- c. The date, time, and place of departure of the carrier's vehicle.
- d. The place from which the mobile or modular home was transported.
- e. The date and time that the carrier's vehicle arrived at the place where the mobile or modular home was located.
- f. The place to which the mobile or modular home was transported and the time that it arrived there.
- g. The date and time that the carrier's vehicle returned to the base of operations or was dispatched pursuant to the next call, whichever came first.
- h. A description of the mobile or modular home, including, but not limited to, its length, width, brand name, and serial number.
- i. An itemization of the charges for connection, transportation, and any other services rendered pursuant to the carrier's tariff.
- j. The rates and charges in the carrier's tariff on file with the Commission (which may appear on the back of the invoice if referenced on the front in bold letters).
- k. The following words which must appear on the front of the invoice in bold capital letters:

THE RATES AND CHARGES FOR THE TRANSPORTATION OF MOBILE AND MODULAR HOMES, AND FOR SERVICES INCIDENTAL THERETO, ARE REGULATED BY THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA. IF YOU FEEL THAT YOU HAVE BEEN CHARGED UNFAIRLY, YOU MAY COMPLAIN TO THAT AGENCY.

1. A line for the signature of the customer if he or she was available before, while, or after the vehicle was moved.

[1988 Rules 3.6 to 3.23 have been renumbered and amended.]

4.0--Rules-Applicable-to-Motor-Vehicles-Transporting-Passengers-over-Regular-Routes-(Buses)-

§150-9-4. Rules and Regulations Applicable to Motor Carriers Transporting Passengers over Regular Routes (Buses).

4.1. Regular Routes.

No motor vehicle operated under a certificate for the transportation of passengers over regular routes ~~or between fixed termini~~ (bus) shall be operated for hire over any route other than that authorized under such certificate; provided, however, that whenever any portion of such route is temporarily closed for construction, repair, or other reason, said vehicle may operate over the most direct and practicable detour, and such operation shall be under the same rules and regulations as applied to the original route.

4.4. Time schedule revisions by urban or suburban bus carriers.

a. Carriers subject to the rules provisions of this section, except where exempt by federal law, desiring to revise time schedules shall file with the Executive Secretary revised time schedules in accordance with M.C. Form No. 36, at least thirty (30) days prior to the effective date of such revision. In addition, whenever such revised time schedules provide for a lesser number of bus trips over the territory affected, there shall be attached to the revised time schedule a narrative summary of the changes involved in such language as would readily be understood by the riding public. The aforementioned narrative summary shall be published in a newspaper, or newspapers, of general circulation in the area affected at least thirty (30) days prior to the effective date of the time schedule change.

The carrier shall post notices in all buses operating over the routes affected for a period of at least thirty (30) days prior to the effective date thereof. Such notices shall be in large print; shall be clearly visible to passengers boarding or leaving the bus; shall clearly set forth the buses affected and the date the change becomes effective; and shall be in the form as set forth in Section 10 of this series (M.C. Form 39).

b. The carriers shall file an affidavit with the Commission which states the dates and mode of posting, provided, however, that any protest to the proposed revision must be received by the Executive Secretary no later than seven (7) days prior to the effective date of said revised schedule.

c. The Commission may, in its discretion and for good cause shown, by order allow such revision upon less time than the notices herein specified.

d. The Commission may, in its discretion and for good cause shown, institute an investigation into the propriety of any such discontinuance or time schedule change either before or after such discontinuance or time schedule becomes effective.

e. The provisions of this rule shall apply to all time schedule changes except those involving the discontinuance of trips for which authority has been granted for a specified period of time.

#### 4.5. Time schedule revisions by intercity bus carriers.

a. Intercity bus carriers subject to the rules provisions of this section desiring to revise time schedules, except where exempt by federal law, shall file with the Executive Secretary revised time schedules in accordance with M.C. Form No. 36, at least thirty (30) days prior to the effective date of such revision. In addition, whenever such revised time schedules provide for a lesser number of bus trips over the territory affected, there shall be attached to the revised time schedule a narrative summary of the changes involved in such language as would readily be understood by the riding public. The aforementioned narrative summary shall be published in a newspaper, or newspapers, of general circulation along the route affected by the revised time schedule at least thirty (30) days prior to the effective date of the time schedule change. An affidavit of publication showing compliance with the aforesaid publication requirement shall be filed with the Executive Secretary within thirty (30) days after the date of publication.

b. The carrier shall post notices in all bus terminals or commission agencies located on routes affected by revised time schedules for a period of at least thirty (30) days prior to the effective date thereof. Such notices shall be in large print; shall be clearly visible to patrons at the terminals or commission agencies; shall clearly set forth the buses affected and the date the change becomes effective; and shall state that the public may protest the schedule changes by writing the Executive Secretary at least seven (7) days prior to the effective date.

c. Protest to the proposed revision must be received by the Executive Secretary no later than seven (7) days before the effective date of said revised schedule.

d. Such revised time schedules shall be effective on the proposed effective date unless the carrier shall have received notice that the proposed revision or a part thereof has been suspended. Such notice shall be by letter, telephone or telegram from the Executive Secretary at least three (3) days prior to the effective date of such revision.

e. The Commission may, in its discretion and for good cause shown, by order allow such revision upon less time than the notices herein specified.

f. The Commission may, in its discretion and for good cause shown, institute an investigation into the propriety of any such discontinuance or time schedule change either before or after such discontinuance or time schedule becomes effective.

g. The provisions of this rule shall apply to all time schedule changes except those involving the discontinuance of trips for which authority has been granted for a specified period of time.

#### 4.6. Reserve equipment.

Carriers subject to the provisions of this section shall be authorized to register as reserve equipment such motor vehicles as are maintained for the sole purpose of replacing other motor vehicles temporarily withdrawn from service, and shall pay the special annual assessment of three dollars (\$3.00) for each Uniform Vehicle Identification Stamp issued for such reserve equipment; provided, however, that the number of motor vehicles registered as reserve equipment shall not exceed either ten percent (10%) of the number of motor vehicles registered as regular equipment, or two (2) motor vehicles, whichever is greater.

## 4.7. Destination signs.

Each motor vehicle to which these-rules-are this section is applicable which is operated over a regular route; ~~er-between~~ fixed-termini; shall have attached to the front thereof a sign with letters or figures not less than three inches in height designating the destination of such vehicle. In no case shall such sign be attached to the windshield of the vehicle so operated.

## 4.8. Sanitation.

All motor vehicles to which these-rules-are this section is applicable shall be maintained in a safe, clean, and sanitary condition at all times.

## 4.9. Conversation by operator.

The operator of the motor vehicle to which these-rules-are this section is applicable shall not converse with passengers or others while the vehicle is in motion, except as may be necessary in his or her employment as operator.

## 4.10. Transportation of property.

Common carriers of passengers by motor vehicle for hire operating over regular routes ~~er-between-fixed-termini~~ are permitted to transport property if the total weight of any one parcel or package does not exceed one-hundred (100) pounds. The transportation of property under the provisions of this rule shall not be permitted to interfere with the transportation of luggage for passengers. However, no carrier shall be required to transport luggage in excess of fifty (50) pounds for any one passenger without charge.

## 4.11. Special or charter party service by common carriers of passengers by motor vehicle over regular routes and serving the public generally.

a. Nothing in these rules or regulations shall be construed or administered so as to deprive any common carrier of the right to operate in special or charter party service over the routes or in territory over which, or in which, such common carrier is specifically authorized to operate in his or its certificate from this Commission; provided, however, that each and every said common carrier in its special or charter party operation shall be subject to and governed by these rules and regulations in all respects where they do not conflict with federal law or with

authority heretofore granted in the certificate held by such common carrier.

b. The term "special or charter parties," as used herein, means a group of persons who, pursuant to a common purpose and under a single contract, have acquired the exclusive use of a passenger-carrying motor vehicle to travel together as a group to a specified destination.

c. Tariff--Each motor carrier desiring to render special or charter party service shall file with the Commission a tariff, or supplement to existing tariffs, providing rates for such special services.

d. Origin Territory--Any common carrier of passengers by motor vehicle subject to these-rules this section may transport special or charter parties (a) which originate at any point or points on the regular route or routes authorized to be served by such carrier, or (b) which originate at any point or points within the territory served by its regular route or routes. These provisions shall not apply to the transportation of charter parties composed of the physically handicapped or of minor children who may not with convenience and safety be transported without the use of special facilities and/or the services of specially trained personnel required to be supplied by the motor carrier.

e. Destination Territory--Common carriers of passengers by motor vehicle subject to these-rules this section may transport special or charter parties to any point or place within the State of West Virginia; special or charter parties may not be transported from the destination territory to the origin territory described in paragraph (d) d. of this Rule except on return movement of the same special or charter party as provided herein.

f. Limitations of Service--No common carrier of passengers by motor vehicle subject to these-rules this section shall transport special or charter parties as herein defined between the same points or over the same route so frequently as to constitute a regular scheduled or non-scheduled service.

[1977 Rule 4.12, relating to Display of Rates by airport limousines, has been deleted.]

§150-9-5. Rules and Regulations Applicable to Motor Vehicles-of Carriers Transporting Passengers and Property in Taxicab or Limousine Service.

5.1. Definitions of "taxicab", "limousine", and "specialized limousine service"; transportation of persons and property by taxicabs and limousines.

a. A "taxicab" is a vehicle equipped with at least ~~four~~(4) three (3) doors which is used to transport a passenger or passengers between variable points over irregular routes on an immediate or short-notice basis for compensation, which is determined on a mileage, time, or zone basis.

b. A "limousine" is a vehicle, equipped with at least ~~four~~(4) three (3) doors and with seating for at least five (5) passengers, which is used either (a) to transport a passenger or passengers between fixed points, such as airports and hotels or motels, for compensation, which is usually a predetermined fixed charge or (b) to transport a passenger or passengers in specialized limousine service.

c. "Specialized limousine service" is the transportation of a passenger or passengers between variable points over irregular routes in specially equipped or luxury vehicles, for compensation, which is usually determined on a mileage or hourly basis.

d. A vehicle operated or licensed as a taxicab shall not be operated as a limousine. A vehicle operated or licensed as a limousine shall not be operated as a taxicab.

e. A limousine may also be used for transportation of baggage and parcels when such transportation is incidental to the transportation of passengers by that vehicle.

f. A taxicab or limousine may be used for the transportation of property to the extent permitted by Rule 5.12.

5.9. Solicitation of bus passengers.

No certificate holder subject to this section and no employee of such certificate holder shall at any time solicit persons waiting at bus stops.

## 5.10. Display of rates.

There shall be displayed on every motor vehicle subject to regulations- under- Section- 5 this section the zone, mileage, meter, back-mileage, and other rates approved by this Commission for the operation of such vehicle. Such rates shall be clearly visible from the outside of the right side of such vehicle. If such vehicle is operated under a zone tariff, there shall be posted within such vehicle a map clearly visible to occupants in the rear, and showing the territory served with the zones outlined thereon and the applicable fares stated thereon. This rule may be waived for good cause shown in the case of specialized limousine service.

## 5.11. Marking equipment.

On every motor vehicle subject to regulation-under-Section-5 this section there shall be a sign on each side displaying the name or trade name of the motor carrier and the city or town from which such carrier is authorized to operate under its certificate. ~~No-trade-name-shall-be-used-unless-such-is-first-approved-by-the-Commission.~~ Every motor carrier subject to this section shall also comply with Rule 2.12. ~~This rule~~ Rule 5.11 may be waived for good cause shown in the case of specialized limousine service.

## 5.12. Transportation of property.

Common carriers by motor vehicle of passengers by in taxicab or limousine service are permitted to transport packages, food, and other items of personal property which may be conveniently and reasonably transported by taxicabs or limousines. The transportation of property under the provisions of this rule shall not be permitted to interfere with the transportation of passengers and their luggage.

## 5.13. Inspection facilities.

Every motor carrier subject to regulation under Section-5 this section shall provide sufficient facilities and assistance to Transportation Division personnel for the purpose of conducting vehicle safety inspections. Such facilities shall include the use of a lift and floor jack.

## 5.14. Twenty-four (24) hour service.

~~Unless-expressly-waived-by-the-Commission-a~~ A meter common carrier by motor vehicle of passengers in taxicab service shall

provide service to the public twenty-four (24) hours per day, seven (7) days per week; unless this requirement is expressly waived by the Commission.

#### 5.16. Taxicab inspection.

On and after September 1, 1988, each Every vehicle registered by a motor carrier of passengers by taxicab or limousine shall, prior to said vehicle's registration with the Commission, be inspected for compliance with the Commission's safety rules and regulations. Said vehicle shall not be so registered until it is in compliance with said rules and regulations.

#### §150-9-6. Rules and Regulations Applicable to Meter-Vehicles Motor Carriers Transporting Wrecked and/or Disabled Motor Vehicles (Wreckers).

##### 6.1. - Printed-statement-required:

No charge shall be made to a customer unless it is upon a printed-statement-which-must-contain-the-following:

a. -- The name, or trade name, of the carrier and the city, town or location of its base of operation:

b. --- 1. -- The time the call was received:

2. -- The time of departure of the wrecker:

3. --- The time and place of final destination of the wrecker and/or disabled motor vehicle:

e. --- Separation of charges for storage time or any other services:

d. -- The rates and charges in the carrier's tariff on file with the Public Service Commission:

e. -- The following words must appear on the front in BOLD CAPITAL letters:

THE RATES AND CHARGES FOR WRECKER SERVICE ARE  
REGULATED BY THE PUBLIC SERVICE COMMISSION OF WEST  
VIRGINIA. -- IF YOU FEEL YOU ARE CHARGED UNFAIRLY;  
YOU MAY APPEAL TO THAT AGENCY.

~~f. -- If the information required by paragraph (d) of this Rule appears on the back side of the statement, that fact must be noted in bold letters on the front.~~

6.1. Printed invoice required.

No charge shall be made to a customer for wrecker service or services incidental to wrecker service unless such charge is upon a printed, sequentially numbered invoice executed in triplicate. One such copy of the invoice shall be presented to said customer prior to payment. A copy of each invoice shall be retained by the carrier for a period of at least two (2) years after the last date of service by the carrier to the customer. The following information, but no other information, shall appear on the invoice:

- a. The name, trade name or logo, if any, of the carrier and the address of its base of operation.
- b. The date and time the request for service was received and the name, address, and telephone number of the party requesting wrecker service.
- c. The name, address, and telephone number of the owner or lessee of the towed vehicle.
- d. The license plate number of, and the date, time, and place of departure of, the wrecker.
- e. The place from which the towed vehicle was transported.
- f. The date and time that the wrecker arrived at the place where the towed vehicle was located.
- g. The place to which the towed vehicle was transported and the time that it arrived there.
- h. The date and time that the wrecker returned to the base of operations or was dispatched pursuant to the next call, whichever came first.
- i. The make and license plate number of the towed vehicle.
- j. An itemization of the charges for towing, storage time, or any other service rendered pursuant to the carrier's tariff.

k. The rates and charges in the carrier's tariff on file with the Commission (which may appear on the back of the invoice if referenced on the front in bold letters).

l. The following words which must appear on the front of the invoice in bold capital letters:

THE RATES AND CHARGES FOR WRECKER SERVICE, AND FOR SERVICES INCIDENTAL THERETO, ARE REGULATED BY THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA. IF YOU FEEL THAT YOU HAVE BEEN CHARGED UNFAIRLY, YOU MAY COMPLAIN TO THAT AGENCY.

m. A line for the signature of the customer or person requesting service if he or she was available before, while, or after the vehicle was towed.

### 6.3. Storage charge.

No charge shall be made to a customer for storage service ancillary to towing, unless the carrier has complied with Rule 6.10 and has, prior to the storage of the vehicle in question, filed with the Commission the lawful rates and charges for such service. Charges for "inside storage" shall be assessed pursuant to the carrier's tariff and shall be assessed only when if a customer's vehicle has been stored inside a roofed building. All other storage shall be considered "outside storage". All such inside storage and all such outside storage shall comply with the provisions of Rule 6.10.

### 6.7. Special equipment.

Every wrecker vehicle subject to regulation under Section 6 shall be equipped with the following:

- a. Fire axe, or single-bitted axe and crowbar;
- b. First aid kit complying with Title 49 CFR §393.96(c) as amended;
- c. Fire extinguisher (charged);
- d. Chock blocks; and
- e. Safety flares and safety triangles.

## 6.8. Twenty-four (24) hour service.

~~Unless expressly waived by the Commission~~- a A motor common carrier by motor vehicle of wrecked and/or disabled motor vehicles shall provide service twenty-four (24) hours per day, seven (7) days per week unless this requirement is expressly waived by the Commission.

## 6.9. Type of wrecker equipment.

~~On or after July 1, 1983~~; - each Every motor carrier newly engaging engaged in the business of towing of wrecked or disabled motor vehicles and each previously authorized motor carrier registering new or replacement equipment shall meet the following specifications, unless said specifications are expressly waived by the Commission:

## a. One Ton Wrecker.

1. A truck chassis with a manufacturer's rated capacity of at least ten thousand 10,000 pounds, gross vehicle weight. Mounted on the chassis must be a complete commercially manufactured crane and winch having a manufacturer's capacity rating of at least four (4) tons.

2. At least 100 feet (with a tolerance of twenty-five percent [25%]) of 3/8" diameter cable attached to the wrecker winch.

3. A tow sling which must be commercially manufactured and designed to prevent damage to vehicle.

Electric or hand crank winches do not satisfy the requirements of Rule 6.9.

## b. Two (2) Ton Wrecker.

1. A truck chassis with a manufacturer's rated capacity of at least fifteen thousand (15,000) pounds, gross vehicle weight.

Mounted on the chassis must be a complete commercially manufactured crane and twin winch having a manufacturer's capacity rating of at least ten (10) tons.

2. At least 100 feet (with a tolerance of twenty-five percent [25%]) of 7/16" diameter cable attached to each wrecker winch.

3. A tow sling which must be commercially manufactured and designed to prevent damage to vehicle.

c. Three (3) Ton Wrecker.

1. A truck chassis with a manufacturer's rated capacity of at least twenty-four thousand (24,000) pounds, gross vehicle weight.

Mounted on the chassis must be a complete commercially manufactured crane and twin winch having a manufacturer's capacity rating of at least twenty (20) tons.

2. At least 200 feet (with a tolerance of twenty-five percent [25%]) of cable, on each winch, at least 9/16" in diameter.

3. Airbrakes designed to lock the rear wheels automatically upon failure, and to supply air to disabled vehicles.

4. A tow sling which must be commercially manufactured and designed to prevent damage to vehicle.

d. Slide Back Carrier (light).

1. A truck chassis with a manufacturer's rated capacity of at least ten thousand (10,000) pounds, gross vehicle weight with 102" CA dimension. Mounted on the chassis must be a complete commercially manufactured hydraulic operated slide back carrier with a manufacturer's capacity rating of at least four (4) tons and minimum length of 17 feet.

2. One (1) hydraulic winch of not less than four (4) tons capacity.

3. A minimum of 30 feet of 3/8" diameter cable.

e. Slide Back Carrier (Heavy).

1. A truck chassis with a manufacturer's rated capacity of at least fifteen thousand (15,000) pounds, gross vehicle weight with 120" CA dimension. Mounted on the

chassis must be a complete commercially manufactured hydraulic operated slide back carrier with a manufacturer's rating of at least 6 tons and a minimum length of 18 feet.

2. Fifty (50) feet of 3/8" diameter cable.

6.11. Wheel-lift or roll-back wrecker service.

Wheel-lift or roll-back wrecker service shall be provided by the carrier and charged to the customer only if either (1) the customer or a law-enforcement agency has requested such service and has affixed a signature to the applicable invoice or (2) a recognized industry publication or the manufacturer of the customer's vehicle has specified such service to be necessary for the proper towing of the customer's vehicle. The specification of this type of service in publications of the American Automobile Association shall be sufficient for purposes of this rule.

§150-9-7. Rules Applicable to Motor Carriers Transporting Solid Waste.

7.1. Application of rules.

These rules in this section shall apply to all motor carriers engaged in the transportation by motor vehicle for hire of trash, rubbish, and garbage for customers over the public highways of this State; ~~unless otherwise exempt from regulation by Section three; Article one; Chapter twenty-four a; of the Code of West Virginia.~~

7.2. General: Conditions of service.

~~a. -- A carrier shall not be required to pick up trash; rubbish or garbage which is not clearly visible to the carrier from the access route serving the customer's premises. -- However; a carrier shall make exceptions to the provisions of this Rule; upon request; to provide service to; but not limited to; the elderly; the physically disabled; persons who are ill or vacationing; or where circumstances make compliance impractical; when such customers (and all members of their household) are unable to transport such solid waste to such collection sites.~~

a. A common carrier of solid waste shall not be required to pick up trash, rubbish, or garbage unless it has been placed by

the customer at the curbside or roadside of a public highway or public access route serving the customer's premises. Provided, however, that a carrier shall make exceptions to this rule, upon prior request, for households solely occupied by persons incapacitated by age or illness, or where circumstances make compliance impractical or unreasonable.

b. All carriers of solid waste shall maintain all motor vehicles used in the meter-carrier-operation transportation of trash, rubbish, and garbage in a proper and sanitary operating condition.

c. All carriers of solid waste shall provide and maintain a regularly scheduled pick-up pickup service. Exceptions to the regularly scheduled pick-up pickup service shall be made only for reasons beyond the carrier's control. The carrier shall give each residential customer the schedule of pick-up pickup service to be provided.

d. A carrier of solid waste shall negotiate with a residential customer a separate and/or additional charge for the occasional pick-up pickup of junked, abandoned, or unwanted materials, other than the normal weekly accumulations of trash, rubbish and garbage, or such matters or materials that cannot be reasonably or conveniently picked up during the regularly scheduled operation.

e. To allow its customers to communicate with it, each carrier of solid waste shall be reachable by telephone during normal business hours.

f. A carrier of solid waste or its employees may, but are not required to, accept payment of bills along the operating route.

g. Each carrier of solid waste shall establish at least two payment options, both via including the United States Mail and at a designated place convenient to a majority of its the carrier's customers.

~~h.-- A carrier may, but shall not be required to, pick up trash, rubbish or garbage which is not in a container.-- For the purpose of this rule, the term "container" shall include, but not be limited to, a plastic bag, a garbage can or other suitable waterproof receptacle.~~

h. A carrier of solid waste shall not be required to pick up trash, rubbish, or garbage which is not in a suitable,

waterproof container with a loaded weight of fifty (50) pounds or less. For purposes of this rule, the term "container" shall include plastic bags and garbage cans.

~~i.-- A carrier or its employees shall not be required manually to handle an article or a loaded container weighing more than fifty (50) pounds:~~

i. Without receiving additional compensation, a carrier of solid waste may refuse to pick up more trash, rubbish, or garbage than may reasonably be expected to have been generated by one customer or household. For purposes of this rule, a reasonable weekly generation of household trash, rubbish, or garbage shall be the contents of five (5) suitable containers as described in the preceding paragraph unless otherwise provided in said carrier's tariff; provided, however, that in order to invoke a five-container limit, or any other limit, the carrier must first apply for, and obtain, the Commission's approval of a specific per-bag rate or charge applicable to situations in which the customer or household generates a quantity or weight of trash, rubbish, and garbage that is in excess of said limit.

~~j.-- A carrier may refuse to pick up more trash, rubbish or garbage, than may reasonably be expected to have been generated by one customer (household):~~

j. Carriers of solid waste are encouraged to apply for the Commission's approval of either optional or mandatory usage-sensitive rates (for example, a per-bag rate). If a carrier's Commission-approved tariff includes a usage-sensitive rate as a customer option, the carrier may be authorized to charge a flat rate covering the weekly pickup of the contents of a certain number of containers per customer household; in such cases, the customers would be required to pay usage-sensitive rates for weekly accumulations above the established container limit.

k. A carrier of solid waste shall not be required to empty containers in which burning has taken place.

~~l.-- All carriers shall be responsible for cleaning up any litter spilled while making pickups:~~

l. A carrier of solid waste shall be responsible for cleaning up any trash, rubbish, or garbage spilled by it when making pickups.

7.3. Termination of service for nonpayment of bill.

a. A carrier of solid waste may terminate service to any customer who is thirty days delinquent in the paying of any one bill upon the giving of written notice as hereinafter provided by paragraph (b) b. of this Rule.

b. Notice of termination of service shall be in writing and shall be given by United States Mail at least seven days prior to the termination of service. Such notice shall specifically inform the customer that his service will terminate as of a specified date.

7.4. Participation in recycling programs.

By January 1, 1991, every common carrier engaged in the transportation of trash, rubbish, and garbage shall participate in a recycling program applicable to at least ten (10) percent of said carrier's customers.

7.5. Furnishing residential customers list to solid waste authorities.

Every common carrier of solid waste shall, on an annual basis, provide a listing of its residential customers, including names and service addresses, to each county or regional solid waste authority having jurisdiction in the carrier's operating territory. The express purpose of this rule is to assist such authorities in enforcing §20-9-9 of the West Virginia Code and other applicable laws.

§150-9-8. Temporary Authority.

8.7. Fees and assessments.

The fees and assessments for carriers authorized under Section Rule 8.1 shall be the same as for carriers with permanent authority.

§150-9-9. Leased Equipment.

9.6. Single-source leasing.

A motor carrier of property may acquire, from a particular person or entity that is not regulated by the Commission, both

equipment and a driver or drivers in a single transaction, through the use of a written lease, if and only if all of the following requirements are met:

(a) The lease agreement must recite, and the surrounding facts must reflect, that the leased equipment and driver are exclusively committed to the lessee's use for the term of the lease for any purpose consistent with the provisions of the lease;

(b) The lease agreement must provide, and the surrounding facts must reflect, that the lessee has exclusive dominion and control over the transportation service conducted by the leased equipment and driver during the term of the lease;

(c) The lessee must obtain public liability insurance or otherwise accept responsibility to the public for any injury caused in the course of performing the transportation service conducted by it with the leased equipment and driver during the term of the lease, in accordance with the Commission's rules and regulations governing insurance for motor carriers;

(d) The leased equipment must display appropriate identification showing operation by the lessee during the performance of such transportation (see Rule 3-82.12);

(e) The lessee must accept responsibility for, and bear the cost of, the compliance of both said driver and said equipment with the Commission's safety rules and regulations during the term of the lease;

(f) The lessee must bear the risk of damage to cargo, subject to any right of action said lessee may have against the lessor for the latter's negligence;

(g) The term of the lease must be for a minimum period of thirty (30) days; and

(h) A copy of the lease must be carried in the leased equipment during the term of said lease, and must be presented, upon demand, to the Commission's Utility Inspector for inspection thereof.

§150-9-10. Forms.

The following forms are hereby adopted for use in the administration of the Motor-Carrier-Law motor carrier law. The Commission may accept papers in forms other than those prescribed

if such papers contain the necessary information and are prepared with good workmanship. The forms prescribed hereby shall may be altered from time to time to permit the use of a different year or date designation or as otherwise may be deemed convenient or necessary:

- (1) P.S.C. W. VA. M.C. Form No. 1--Application for and issuance of Uniform Vehicle Identification Cards for property carriers operating partially or wholly in intrastate commerce.
- (2) P.S.C. W. VA. M.C. Form No. 2-B--Application for and issuance of Uniform Vehicle Identification Stamps for property or passenger carriers operating in interstate and intrastate commerce.
- (3) P.S.C. W. VA. M.C. Form No. 2-B--Affidavit of a carrier in applying for Uniform Vehicle Identification Stamps when such carrier claims to be operating exclusively in interstate commerce in the transportation of commodities exempt from the jurisdiction of the Interstate Commerce Commission.
- (4) P.S.C. W. VA. M.C. Form No. 3--Application for and issuance of Uniform Vehicle Identification Cards for all exclusively intrastate passenger carriers.
- (5) P.S.C. W. VA. M.C. Form No. 4--Form used by each carrier when paying the assessment fee required by §24A-6-6.
- (6) P.S.C. W. VA. M.C. Form No. 5--Application for a permit to operate as a contract carrier of property by motor vehicle.
- (7) P.S.C. W. VA. M.C. Form No. 6--Application for a certificate of convenience and necessity to operate as a common carrier of property by motor vehicle.
- (8) P.S.C. W. VA. M.C. Form No. 8--Application for a certificate of convenience and necessity to operate as a common carrier of passengers in taxicab service.
- (9) P.S.C. W. VA. M.C. Form No. 8--Application for a certificate of convenience and necessity to operate as a common carrier of passengers by motor vehicle over regular routes, or between fixed termini.
- (10) P.S.C. W. VA. M.C. Form No. 9--Application for authority to suspend operation as a common or contract carrier of passengers or property.

- (11) P.S.C. W. VA. M.C. Form No. 10--Application for authority to discontinue operation as a common or contract carrier of property or passengers, and for the cancellation of the certificate or permit.
- (12) P.S.C. W. VA. M.C. Form No. 11--Application for approval of the transfer and assignment of a certificate(s) of convenience and necessity and/or permits [to be completed by the present certificate holder of certificate(s) and/or permit(s)].
- (13) P.S.C. W. VA. M.C. Form No. 11-A--Application for approval of the transfer and assignment of a certificate(s) of convenience and necessity and/or permits [to be completed by the proposed certificate holder of certificate(s) and/or permit(s)].
- (14) ~~P.S.C. W. VA. M.C. Form No. 12--Application for approval of the transfer and assignment of a permit to operate as a contract carrier.~~
- (15) (14) P.S.C. W. VA. M.C. Form No. 17--Notice of cancellation of motor carrier policies of insurance.
- (16) (15) P.S.C. W. VA. M.C. Form No. 18--Notice of cancellation of motor carrier surety bonds.
- (17) (16) P.S.C. W. VA. M.C. Form No. 21--Application for authority to self-insure.
- (18) (17) P.S.C. W. VA. M.C. Form No. 22-A--Endorsement for motor carrier policies of insurance for bodily injury liability and property damage liability.
- (19) (18) P.S.C. W. VA. M.C. Form No. 23--Endorsement for motor common carrier policies of insurance for cargo liability.
- (20) (19) P.S.C. W. VA. M.C. Form No. 24-A--Certificate of insurance for motor carrier policies of insurance for bodily injury and property damage liability.
- (21) (20) P.S.C. W. VA. M.C. Form No. 25--Certificate of insurance for motor common carrier policies of insurance for cargo liability.

- (22) (21) P.S.C. W. VA. M.C. Form No. 26--Claim for exemption of motor vehicles used in the transportation of U.S. mail or newspapers.
- (23) (22) P.S.C. W. VA. M.C. Form No. 31--Certificate of Lease.
- (24) (23) P.S.C. W. VA. M.C. Form No. 33--Affidavit of contractor for temporary authority.
- (25) (24) P.S.C. W. VA. M.C. Form No. 34--Tariffs of rates, rules, and regulations by common carriers of passengers.
- (26) (25) P.S.C. W. VA. M.C. Form No. 35--Tariffs of rates, rules, and regulations by common carriers of property.
- (27) (26) P.S.C. W. VA. M.C. Form No. 36--Time schedules of common carriers of passengers operating over regular routes.
- (28) (27) P.S.C. W. VA. M.C. Form No. 39--Notice of time schedule changes for posting in buses.
- (29) (28) P.S.C. W. VA. M.C. Form No. 40--Notice of application for temporary authority.
- (30) (29) P.S.C. W. VA. M.C. Form No. 41--Claim for exemption of motor vehicles used in transportation of coal from mining operations to loading facilities.
- (31) (30) P.S.C. W. VA. M.C. Form No. 42--Claim for exemption of motor vehicles used in transportation of agricultural or horticultural products, livestock, poultry, and dairy products.
- (32) (31) P.S.C. W. VA. M.C. Form No. 44--Out of Service Vehicle Sticker.
- (33) (32) P.S.C. W. VA. M.C. Form No. 45-A--Motor carrier bodily injury liability and property damage liability surety bond.
- (34) (33) P.S.C. W. VA. M.C. Form No. 46--Motor common carrier cargo liability surety bond.
- (35) (34) P.S.C. W. VA. M.C. Form No. 48 and 19-A (Small Carrier)-- Application for change in rates.
- (36) (35) P.S.C. W. VA. M.C. Form No. 49--Violation notice.

- (37) (36) P.S.C. W. VA. M.C. Form No. 50--Uniform trash, rubbish and garbage tariff.
- (38) (37) P.S.C. W. VA. M.C. Form No. 52--Taximeter Inspection Report.
- (39) (38) P.S.C. W. VA. M.C. Form No. 54--Transit Authority Exemption.
- (40) (39) P.S.C. W. VA. M.C. Form No. 55--Taxicab Driver's Daily Manifest.
- (41) (40) P.S.C. W. VA. M.C. Form No. 56--Citation and Complaint.
- (42) (41) P.S.C. W. VA. M.C. Form No. 57--Incident Report-Hazardous Material.
- (43) (42) P.S.C. W. VA. M.C. Form No. 58--Driver/Vehicle Report.
- (43) P.S.C. W. VA. M.C. Form No. 59--Carrier Safety/Compliance Review Form.

NOTE: P.S.C. W. VA. M.C. Forms Nos. 2, 7, 12, 13, 14, 15, 16, 19, 20, 22, 24, 27, 28, 29, 30, 32, 37, 38, 43, 45, 47, 51, and 53 are obsolete and no longer in use.



P.S.C. M.C. FORM NO. 11-A

M.C. CASE NO. \_\_\_\_\_

APPLICATION FOR TRANSFER AND ASSIGNMENT OF  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
(TO BE COMPLETED BY PROPOSED CERTIFICATE HOLDER)

1. NAME \_\_\_\_\_

2. IS PROPOSED CERTIFICATE HOLDER SOLE PROPRIETORSHIP  
PARTNERSHIP \_\_\_\_\_ CORPORATION \_\_\_\_\_?  
(IF HOLDER IS CORPORATION, ATTACH LIST OF PRINCIPAL STOCKHOLDERS AND OFFICERS.)

3. BUSINESS ADDRESS \_\_\_\_\_  
PHONE NO. \_\_\_\_\_

4. DOES APPLICANT OWN OR IS HE/SHE AN OFFICER IN A CORPORATION WHICH OWNS ANY OTHER  
M.C. CERTIFICATES? \_\_\_\_\_ IF SO, LIST CERTIFICATE NUMBERS(S), NAME(S) OF COMPANY(S),  
AND COUNTIES WHERE OPERATIONS ARE AUTHORIZED. \_\_\_\_\_

5. ARE YOU FAMILIAR WITH THE PRESENT CERTIFICATE HOLDER'S RATES AND CHARGES WHICH ARE  
ON FILE WITH THE COMMISSION? \_\_\_\_\_

6. PROPOSED FINANCING ARRANGEMENT: \*  
A. TOTAL PRICE BEING PAID FOR CERTIFICATE AND ANY ASSETS \_\_\_\_\_  
B. TOTAL AMOUNT OF DEBT \_\_\_\_\_ C. INTEREST RATE FOR DEBT \_\_\_\_\_  
D. MONTHLY PAYMENT REQUIRED \_\_\_\_\_ E. TERM OF REPAYMENT (MONTHS) \_\_\_\_\_

VERIFICATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ THE \_\_\_\_\_ OF \_\_\_\_\_  
(POSITION) (COMPANY NAME)

THE PROPOSED CERTIFICATE HOLDER NAMED IN THE FOREGOING APPLICATION, BEING DULY SWORN,  
STATE THAT THE FACTS AND ALLEGATIONS CONTAINED HEREIN ARE TRUE, EXCEPT IN SO FAR AS  
THEY ARE THEREIN STATED TO BE ON INFORMATION, AND THAT SO FAR AS THEY ARE THEREIN STATED  
TO BE ON INFORMATION, I BELIEVE THEM TO BE TRUE.

\_\_\_\_\_  
AFFIANT

TAKEN, SWORN TO, AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID COUNTY

MY COMMISSION EXPIRES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_

\*ATTACH COPIES OF ANY WRITTEN CONTRACT OF SALE BETWEEN PRESENT AND PROPOSED CERTIFICATE  
HOLDERS. ALSO ATTACH ANY DEBT OR MORTGAGE AGREEMENT WHICH WILL BE THE OBLIGATION OF  
THE PROPOSED CERTIFICATE HOLDER.

APPLICATION FOR TRANSFER AND ASSIGNMENT OF PERMIT  
PUBLIC SERVICE COMMISSION OF WEST VIRGINIA  
CHARLESTON

FILING FEE  
\$50.00

M. C. CASE NO. \_\_\_\_\_

Application of \_\_\_\_\_  
for transfer and assignment of permit.

Comes now the above-named \_\_\_\_\_

of \_\_\_\_\_ the petitioner herein, and  
Address \_\_\_\_\_

respectfully petitions the Commission for its approval of the transfer and assign-  
ment by \_\_\_\_\_ of P.S.C. M.C. Permit No. \_\_\_\_\_, issued  
(him, her, them or it)

to \_\_\_\_\_ by order of the Commission entered in M. C.  
(him, her, them or it)

Case No. \_\_\_\_\_ on \_\_\_\_\_, 19\_\_\_\_,

unto \_\_\_\_\_,

doing business as \_\_\_\_\_,

of \_\_\_\_\_  
Address \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

VERIFICATION

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS.

\_\_\_\_\_, the \_\_\_\_\_, of

\_\_\_\_\_, the petitioner named in the foregoing peti-  
tion, being duly sworn, says that the facts and allegations therein contained are  
true, except so far as they are therein stated to be on information, and that, so  
far as they are therein stated to be upon information, he believes them to be true.

\_\_\_\_\_  
Affiant

Taken, sworn to, and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Notary Public in and for said County

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

M.C. CASE NO. \_\_\_\_\_

APPLICATION FOR APPROVAL OF THE TRANSFER AND ASSIGNMENT OF  
CERTIFICATE(S) AND/OR PERMIT(S) OF CONVENIENCE AND NECESSITY  
[TO BE COMPLETED BY PRESENT HOLDER OF CERTIFICATE(S) AND/OR PERMIT(S)]

1. NAME IN WHICH CERTIFICATE(S) AND/OR PERMIT(S) ARE HELD \_\_\_\_\_
2. BUSINESS ADDRESS \_\_\_\_\_ PHONE NO. \_\_\_\_\_
3. CERTIFICATE(S) AND/OR PERMIT(S) NO. OR NOS. BEING TRANSFERRED \_\_\_\_\_
4. WHEN WERE CERTIFICATE(S) AND/OR PERMIT(S) ISSUED? \_\_\_\_\_ CASE NOS. \_\_\_\_\_
5. DOES HOLDER OF CERTIFICATE(S) AND/OR PERMIT(S) OWN ANY OTHER M. C. CERTIFICATES(S) AND/OR PERMIT(S)? \_\_\_\_\_  
IF SO, LIST NUMBER(S) OF CERTIFICATE(S) AND/OR PERMIT(S) AND NAMES OF COUNTIES WHERE OPERATIONS ARE  
AUTHORIZED AND ANY OTHER BUSINESS OR TRADE NAMES UNDER WHICH OPERATIONS ARE BEING CONDUCTED. \_\_\_\_\_
6. LIST ASSETS BEING TRANSFERRED WITH CERTIFICATE(S) AND/OR PERMIT(S). APPLICATION WILL NOT BE ACCEPTED FOR  
PROCESSING IF THIS SECTION IS NOT COMPLETED.

DESCRIPTION OF ASSET	DATE ACQUIRED	COST	ACCUMULATED DEPRECIATION TO DATE OF SALE	NET BOOK VALUE (COST) LESS ACCUM. DEP.)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY)

VERIFICATION

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, THE \_\_\_\_\_ OF \_\_\_\_\_  
(POSITION) (COMPANY NAME)

\_\_\_\_\_, THE PRESENT HOLDER OF THE CERTIFICATE(S) AND/OR PERMIT(S) NAMED IN THE  
FOREGOING APPLICATION, BEING DULY SWORN, STATE THAT THE FACTS AND ALLEGATIONS CONTAINED THEREIN ARE TRUE, EXCEPT  
SO FAR AS THEY ARE THEREIN STATED TO BE ON INFORMATION, AND THAT SO FAR AS THEY ARE THEREIN STATED TO BE ON  
INFORMATION, I BELIEVE THEM TO BE TRUE.

\_\_\_\_\_  
AFFIANT

TAKEN, SWORN TO, AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID COUNTY

MY COMMISSION EXPIRES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

M.C. CASE NO. \_\_\_\_\_

APPLICATION FOR APPROVAL OF THE TRANSFER AND ASSIGNMENT OF  
CERTIFICATE(S) AND/OR PERMIT(S) OF CONVENIENCE AND NECESSITY  
[TO BE COMPLETED BY PROPOSED HOLDER OF CERTIFICATE(S) AND/OR PERMIT(S)]

1. NAME \_\_\_\_\_
2. IS PROPOSED HOLDER OF THE CERTIFICATE(S) AND/OR PERMIT(S) SOLE PROPRIETORSHIP \_\_\_\_\_  
A PARTNERSHIP \_\_\_\_\_ A CORPORATION \_\_\_\_\_?  
(IF HOLDER IS CORPORATION, ATTACH LIST OF PRINCIPAL STOCKHOLDERS AND OFFICERS.)
3. BUSINESS ADDRESS \_\_\_\_\_ PHONE NO. \_\_\_\_\_
4. CERTIFICATE(S) AND/OR PERMIT(S) NO. OR NOS. BEING TRANSFERRED \_\_\_\_\_
5. IS THE APPLICANT A STOCKHOLDER OF, OR AN OFFICER IN, ANY CORPORATION WHICH OWNS ANY OTHER P.S.C. M.C. CERTIFICATE(S) OR PERMIT(S)? \_\_\_\_\_ IF SO, LIST NUMBER(S) OF CERTIFICATE(S) OR PERMIT(S) AND COUNTIES WHERE OPERATIONS ARE AUTHORIZED AND ANY OTHER BUSINESS OR TRADE NAMES UNDER WHICH OPERATIONS ARE BEING CONDUCTED.  
\_\_\_\_\_
6. ARE YOU FAMILIAR WITH THE PRESENT CERTIFICATE/PERMIT HOLDER'S RATES AND CHARGES WHICH ARE ON FILE WITH THE COMMISSION? \_\_\_\_\_
7. PROPOSED FINANCING ARRANGEMENT: \*
  - A. TOTAL PRICE BEING PAID FOR CERTIFICATE(S) AND/OR PERMIT(S) AND ANY ASSETS \_\_\_\_\_
  - B. TOTAL AMOUNT OF DEBT \_\_\_\_\_ C. INTEREST RATE FOR DEBT \_\_\_\_\_
  - D. MONTHLY PAYMENT REQUIRED \_\_\_\_\_ E. TERM OF REPAYMENT (MONTHS) \_\_\_\_\_

\*ATTACH COPIES OF ANY WRITTEN CONTRACT OF SALE BETWEEN PRESENT AND PROPOSED CERTIFICATE/PERMIT HOLDERS. ALSO ATTACH ANY DEBT OR MORTGAGE AGREEMENT WHICH WILL BE THE OBLIGATION OF THE PROPOSED CERTIFICATE/PERMIT HOLDER. (PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY.)

VERIFICATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, THE \_\_\_\_\_ OF \_\_\_\_\_  
(POSITION) (COMPANY NAME)

THE PROPOSED HOLDER OF THE CERTIFICATE(S) AND/OR PERMIT(S) NAMED IN THE FOREGOING APPLICATION, BEING DULY SWORN, STATE THAT THE FACTS AND ALLEGATIONS CONTAINED THEREIN ARE TRUE, EXCEPT INsofar AS THEY ARE THEREIN STATED TO BE ON INFORMATION, AND THAT SO FAR AS THEY ARE THEREIN STATED TO BE ON INFORMATION, I BELIEVE THEM TO BE TRUE.

\_\_\_\_\_  
AFFLIANT

TAKEN, SWORN TO, AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID COUNTY

MY COMMISSION EXPIRES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

P.S.C. W.VA. M.C. FORM NO. 55

NAME \_\_\_\_\_ LEASE # \_\_\_\_\_

TAXICAB LEASE AGREEMENT

This Agreement, made and entered into at \_\_\_\_\_ County, West Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ hereinafter called "Lessor" and, \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter called "Lessee".

WITNESSETH

WHEREAS, Lessor is the owner of certain licenses and automobiles which are identifiable as \_\_\_\_\_ and are equipped for the business of taxicabs for hire; and

WHEREAS, Lessor maintains office, telephone call service, radio dispatching, repair and maintenance service in the County of \_\_\_\_\_ and State of West Virginia; and

WHEREAS, Lessee represents that (he) (she) is a careful and qualified driver, licensed as a taxicab driver by both the State of West Virginia and the municipality in which Cab Co. is licensed to operate, is at least 18 years of age, and desires to lease a taxicab from the Lessor.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties herein contained, the parties have agreed as follows:

CAR AND EQUIPMENT

1. At Lessee's request, Lessor agrees to furnish to Lessee a taxicab in good working order with a full tank of gas and painted (or decal) with Lessor's insignia, equipped with radio, and any other equipment as required by state law, the Rules and Regulations of the Public Service Commission of West Virginia, and local ordinances relating to taxicabs.

SERVICES

2. Lessor agrees to make available to the Lessee telephone call service and radio service. Lessee shall not be required to accept any radio dispatch call other than those which he may of his own volition desire to accept. However, Lessor is obligated under Rule 5.04 of the Motor Carrier Rules and Regulations of the Public Service Commission of West Virginia to insure that no person or persons shall be denied taxicab service merely because such person desires transportation in a direction or to a destination other than that in which or to which the driver desires to operate. Since adherence to the Rule determines whether the Lessor may continue to operate under its certificate, Lessee agrees to also be bound by this Rule. Lessee shall not be restricted in any manner as to the area in which he may operate said taxicab, nor shall he be required to remain in any specified place, as long as he adheres to the laws and ordinances of the municipality in which the said vehicle may be operated.

CUSTODY, CONTROL, AND REDELIVERY

3. The parties agree that during each lease period the vehicle shall remain in the exclusive custody and absolute control of the Lessee, and that at the termination of each such lease period the Lessee shall deliver the said vehicle to and surrender possession thereof to the Lessor at (the Lessor's place of business) or any other location designated by the Lessor. During the period when the Lessee has the said vehicle under his exclusive custody and control, the Lessee agrees to operate it as a taxicab in full compliance with all governmental regulations pertaining to the use and operation of taxicabs, and to comply fully with the laws and ordinances of the City of \_\_\_\_\_ and any other municipality in which the said vehicle may be operated.

GAS, OIL, TIRES, SERVICING, MAINTENANCE AND REPLACEMENTS

4. The Lessor shall furnish tires, repairs, servicing and greasing, and where required, replace necessary equipment and accessories for the proper operation and use of the said vehicle, including tools and anti-freeze solution. However, the Lessee shall be solely responsible for the cost of towing or removal of any vehicle mired in mud or snow or otherwise disabled due solely to the negligence of the Lessee while off the Lessor's premises. In the event the said vehicle becomes either totally unfit for operation during the lease term hereof, or is stolen, the Lessee shall immediately give notice thereof to the Lessor; whereupon the Lessor shall make every reasonable effort to replace the said vehicle with a vehicle of similar make and model, which, upon acceptance by the Lessee, shall be subject to this agreement at the same rental and terms specified for the vehicle so replaced. Lessee shall be responsible for his own gasoline, and at the end of the lease period agrees to leave the vehicle with a full tank of gas. Lessor agrees to sell to Lessee gasoline on an availability basis at Lessor's designated prices.

LICENSE, REGISTRATION AND INSURANCE

5. The Lessor agrees to provide the required license tags and registration required by the laws of the State of West Virginia, and title shall be registered in the name of the Lessor. The Lessor further agrees to provide automobile liability insurance in amounts not less than required by law, and the Lessee hereby agrees to comply with and be bound by all the terms, conditions, limitations and restrictions of the said policy which are, by this reference, incorporated herein. The Lessee agrees to immediately report to the Lessor any accident, collision, or impact involving the said vehicle and deliver to the Lessor every summons, process, or pleading served upon him. The Lessee further agrees that he will cooperate with the Lessor and its insurer in the investigation of any accident and in the defense of any lawsuit brought in connection therewith.

DAMAGES NOT COMPENSATED BY INSURANCE

6. Any damages occurring to the said vehicle while it is in the care, custody, and control of Lessee, for which the Lessor is not compensated under insurance coverage which it provides for itself, shall be paid by the Lessee to the Lessor, provided however that the term "damages" as used in this paragraph does not include normal wear and tear.

STATUS OF LEASE

By this agreement, the Lessor and Lessee acknowledge and agree that there does not exist between them the relationship of employer-employee, principal-agent, or master-servant, either express or implied, but that the relationship between the parties hereto is strictly Lessor-Lessee, the Lessee being an independent contractor.

free from interference or control on the part of the Lessor in the operation of said taxicab, and subject only to adherence to applicable rules and regulations of the Public Service Commission of West Virginia, statutes and ordinances of the State of West Virginia, and the County or Municipality in which the Lessee operates the equipment leased from Lessor. Lessee further acknowledges that as an independent contractor, free from authority and control of the Lessor, he is not covered by Workmen's Compensation insurance provided by the Lessor, and that he expressly waives any such coverage as a condition to his independent status; further, that no withholding will be made by Lessor for Federal, State or City Income Taxes, or Social Security payments, or for any other taxes, and that the Lessee will be liable for payment of said taxes. If the Lessor is called upon to pay any charges assumed herein by the Lessee, the Lessee will reimburse the Lessor upon demand. Lessor shall not be responsible for any injury to Lessee resulting from the use of or operation of said taxicab, and the Lessee will insure himself against such injury if he desires such insurance.

#### RENTAL FEE

8. Lessee shall pay Lessor the rental provided for in the schedule attached hereto and made a part hereof. On a daily basis and prior to the acceptance of a taxicab, Lessee shall select the basis upon which rental shall be calculated, as set forth in said schedule. Payment of such rental shall be made to Lessor at the time of return of said taxicab to Lessor.

#### SECURITY DEPOSIT

9. In addition to the rental payment, Lessee will pay to Lessor a security deposit of not less than One Dollar (\$1.00) per day. The purpose of this deposit is to insure the return of the taxicab in the same condition as accepted by Lessee. The deposit shall be returned to Lessee not later than ten (10) days after termination of the Lease Agreement.

#### FINES AND PENALTIES

10. During the period when the vehicle is in the sole care, custody and control of the Lessee, the Lessee shall be solely liable and responsible for all fines and penalties imposed for parking or traffic violations, and the Lessee agrees to reimburse the Lessor any sum which the Lessor may be required to pay due to the non-payment of such fines and penalties by Lessee.

#### OPERATE CAREFULLY AND LAWFULLY

11. In order to protect Lessor's good will and licenses, the Lessee shall keep himself/herself and said taxicab in a neat and clean condition and agrees to conduct himself/herself and operate said taxicab reasonably, prudently, courteously, and in a careful manner. Lessee agrees to operate said taxicab in conformity with all laws, ordinances and regulations of the United States, State of West Virginia, and all municipalities. It is expressly understood between the parties hereto that, once the Lessee takes possession of the taxicab, he will exercise complete discretion in the operation of same and in the performing of those duties generally recognized to be a part of performing taxicab services. Discretion in the operation of the said taxicab is vested in the Lessee, and the Lessor shall do no more than make available to Lessee telephone call service or radio service of prospective passengers. Lessee agrees to return said taxicab to the Lessor in as good condition and repair as it was when received by the Lessee, reasonable use and ordinary wear and tear excepted. Lessee further agrees to inspect his taxicab at the beginning of each term, and that he will test the brakes, both foot and emergency, steering, lights, signal lights and all other equipment (including oil level). If Lessee notices any defects or damage, he shall immediately report same to Lessor.

TERM

12. The Lessor agrees to lease said taxicab to the Lessee, who shall operate as an independent contractor, for a day-to-day term, the lease period being not more than 24 hours. This day-to-day term is renewable daily by the acceptance of a taxicab by the Lessee and the delivery of a taxicab by the Lessor. The lease may be cancelled immediately by either Lessee or Lessor by the refusal of said delivery for any reason by the Lessor, or by the refusal for any reason of acceptance by the Lessee, or by written notice to either party.

ASSIGNMENT - SUB-LEASE

13. Under no circumstances shall the Lessee be permitted to assign this lease agreement, or sub-lease said taxicab to any other person at any time.

ADVERTISING ON VEHICLE

14. The Lessee shall not affix any advertisement or markings to the vehicle without the written consent of the Lessor.

ILLEGAL USE, CONFISCATION AND BANKRUPTCY

15. The Lessee shall neither use nor allow said vehicle to be used for illegal purposes or otherwise subject such vehicle to confiscation. In the event of confiscation, the Lessee agrees to reimburse the Lessor for the fair market value of the vehicle confiscated together with any other expenses incurred by the Lessor as a result thereof. If any Petition in Bankruptcy is filed by or against the Lessee during the term hereof, such event will constitute a default of this lease.

ADHERENCE TO PUBLIC SERVICE COMMISSION RULES AND REGULATIONS

16. Lessee agrees to be bound by all the rules and regulations applicable to motor vehicles transporting passengers and property in taxicab service as prescribed by the Public Service Commission of West Virginia. Violations of said rules shall be sufficient cause for Lessor not to enter into any future taxicab rental agreements with the Lessee.

TITLE

17. It is expressly understood and agreed that this is a contract of leasing and that the Lessee acquires no ownership, title, property, rights or interest in the said vehicle, accessories or equipment leased pursuant to this agreement.

MANIFEST

18. Lessee further agrees to complete and submit to Lessor, at the end of each lease period, a manifest which substantially complies with the manifest which is contained in P.S.C. W.Va. M.C. Form No. 55.

RATES

19. Lessee agrees to be bound by and charge only those rates and charges approved by the Public Service Commission of West Virginia for the operation of the leased vehicle. Failure to charge the approved rates and charges shall be sufficient cause for Lessor not to enter into any future taxicab rental agreements with the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

LESSEE

CAB CO.

by \_\_\_\_\_



NAME OF LESSEE: \_\_\_\_\_ LEASE # \_\_\_\_\_

TAXICAB LEASE AGREEMENT

This Agreement, made and entered into at \_\_\_\_\_ County, West Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ hereinafter called "Lessor", and \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter called "Lessee".

WITNESSETH

WHEREAS, the Lessor is the owner of certain licenses and automobiles which are identifiable as \_\_\_\_\_ and are equipped for the business of taxicabs for hire; and

WHEREAS, the Lessor maintains office, telephone call service, radio dispatching, repair and maintenance service in the County of \_\_\_\_\_ and State of West Virginia; and

WHEREAS, the Lessee represents that he or she is a careful and qualified driver, licensed as a taxicab driver by the State of West Virginia, is at least 18 years of age, and desires to lease a taxicab from the Lessor.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties herein contained, the parties have agreed as follows:

CAR AND EQUIPMENT

1. At the Lessee's request, the Lessor agrees to furnish to the Lessee a taxicab in good working order with a full tank of gas and painted (or with a decal) with the Lessor's insignia, equipped with radio, and any other equipment as required by state law, the rules and regulations of the Public Service Commission of West Virginia, and local ordinances relating to taxicabs.

SERVICES

2. The Lessor agrees to make available to the Lessee telephone call service and radio service. The Lessee shall not be required to accept any radio dispatch call other than those which he or she may of his or her own volition desire to accept. However, the Lessor is obligated under Rule 5.4 of the Motor Carrier Rules and Regulations of the Public Service Commission

of West Virginia to insure that no person or persons shall be denied taxicab service merely because such person desires transportation in a direction or to a destination other than that in which or to which the driver desires to operate. Since adherence to the Rule determines whether the Lessor may continue to operate under its certificate, the Lessee agrees also to be bound by this Rule. The Lessee shall not be restricted in any manner as to the area in which he or she may operate said taxicab, nor shall he or she be required to remain in any specified place, as long as he or she adheres to the laws and ordinances of the municipality in which the vehicle may be operated and as long as he or she does not operate beyond the scope of the Lessor's certificate(s) of convenience and necessity.

#### CUSTODY, CONTROL, AND REDELIVERY

3. The parties agree that during each lease period the vehicle shall remain in the exclusive custody and absolute control of the Lessee, and that at the termination of each such lease period the Lessee shall deliver the vehicle, and surrender possession thereof, to the Lessor at any location designated by the Lessor. During the period when the Lessee has the said vehicle under his or her exclusive custody and control, the Lessee agrees to operate it as a taxicab in full compliance with all governmental regulations pertaining to the use and operation of taxicabs, and to comply fully with the laws and ordinances of any municipality in which the vehicle may be operated.

#### GAS, OIL, TIRES, SERVICING, MAINTENANCE AND REPLACEMENTS

4. The Lessor shall furnish tires, repairs, servicing and greasing, and where required, replace necessary equipment and accessories for the proper operation and use of the said vehicle, including tools and anti-freeze solution. However, the Lessee shall be solely responsible for the cost of towing or removal of any vehicle mired in mud or snow or otherwise disabled due solely to the negligence of the Lessee while off the Lessor's premises. In the event the vehicle becomes either totally unfit for operation during the lease term hereof, or is stolen, the Lessee shall immediately give notice thereof to the Lessor; whereupon the Lessor shall make every reasonable effort to replace the vehicle with a vehicle of similar make and model, which, upon acceptance by the Lessee, shall be subject to this agreement at the same rental and terms specified for the vehicle so replaced. The Lessee shall be responsible for his or her own gasoline, and, at the end of the lease period, agrees to leave the vehicle with a full tank of gas. The Lessor agrees to sell to the Lessee gasoline on an availability basis at the Lessor's designated prices.

#### LICENSE, REGISTRATION AND INSURANCE

5. The Lessor agrees to provide the required license tags and registration required by the laws of the State of West Virginia, and the title shall be registered in the name of the Lessor. The Lessor further agrees to provide automobile liability insurance in amounts not less than required by law, and the Lessee hereby agrees to comply with and be bound

by all the terms, conditions, limitations and restrictions of the automobile liability insurance policy which are, by reference, incorporated herein. The Lessee agrees to report immediately to the Lessor any accident, collision, or impact involving the vehicle and deliver to the Lessor every summons, process, or pleading served upon him or her. The Lessee further agrees that he or she will cooperate with the Lessor and its insurer in the investigation of any accident and in the defense of any lawsuit brought in connection therewith.

#### DAMAGES NOT COMPENSATED BY INSURANCE

6. Any damages occurring to the said vehicle while it is in the care, custody, and control of the Lessee, for which the Lessor is not compensated under insurance coverage which it provides for itself, shall be paid by the Lessee to the Lessor, provided however that the term "damages" as used in this paragraph does not include normal wear and tear.

#### RENTAL FEE

7. The Lessee shall pay the Lessor the rental provided for in the schedule attached hereto and made a part hereof. On a daily basis and prior to the acceptance of a taxicab, the Lessee shall select the basis upon which rental shall be calculated as set forth in said schedule. Payment of such rental shall be made to the Lessor at the time of return of said taxicab to the Lessor.

#### SECURITY DEPOSIT

8. In addition to the rental payment, the Lessee will pay to the Lessor a security deposit of not less than One Dollar (\$1.00) per day. The purpose of this deposit is to insure the return of the taxicab in the same condition as accepted by the Lessee. The deposit shall be returned to the Lessee not later than ten (10) days after termination of the Lease Agreement.

#### FINES AND PENALTIES

9. During the period when the vehicle is in the sole care, custody and control of the Lessee, the Lessee shall be solely liable and responsible for all fines and penalties imposed for parking or traffic violations, and the Lessee agrees to reimburse the Lessor any sum which the Lessor may be required to pay due to the nonpayment of such fines and penalties by the Lessee.

#### OPERATE CAREFULLY AND LAWFULLY

10. In order to protect the Lessor's good will and licenses, the Lessee shall keep himself or herself and said taxicab in a neat and clean condition and agrees to conduct himself or herself and operate said taxicab reasonably, prudently, courteously, and in a careful manner. The Lessee agrees to operate said taxicab in conformity with all laws, ordinances and

regulations of the United States, State of West Virginia, and applicable municipalities. It is expressly understood between the parties hereto that, once the Lessee takes possession of the taxicab, he or she will exercise complete discretion in the operation of same and in the performing of those duties generally recognized to be a part of performing taxicab services. Discretion in the operation of the said taxicab is vested in the Lessee, and the Lessor shall do no more than make available to the Lessee telephone call service or radio service of prospective passengers. The Lessee agrees to return said taxicab to the Lessor in as good condition and repair as it was when received by the Lessee, reasonable use and ordinary wear and tear excepted. The Lessee further agrees to inspect his or her taxicab at the beginning of each term, and that he or she will test the brakes, both foot and emergency, steering, lights, signal lights and all other equipment (including oil level). If the Lessee notices any defects or damage, he or she shall immediately report same to the Lessor.

#### TERM

11. The Lessor agrees to lease said taxicab to the Lessee for a day-to-day term, the lease period being not more than 24 hours. This day-to-day term is renewable daily by the acceptance of a taxicab by the Lessee and the delivery of a taxicab by the Lessor. The lease may be cancelled immediately by either the Lessee or the Lessor by the refusal of said delivery for any reason by the Lessor, or by the refusal for any reason of acceptance by the Lessee, or by written notice to either party.

#### ASSIGNMENT - SUBLEASE

12. Under no circumstances shall the Lessee be permitted to assign this lease agreement, or sublease said taxicab to any other person at any time.

#### ADVERTISING ON VEHICLE

13. The Lessee shall not affix any advertisement or markings to the vehicle without the written consent of the Lessor.

#### ILLEGAL USE, CONFISCATION AND BANKRUPTCY

14. The Lessee shall neither use nor allow said vehicle to be used for illegal purposes or otherwise subject such vehicle to confiscation. In the event of confiscation, the Lessee agrees to reimburse the Lessor for the fair market value of the vehicle confiscated together with any other expenses incurred by the Lessor as a result thereof. If any Petition in Bankruptcy is filed by or against the Lessee during the term hereof, such event will constitute a default of this lease.

#### ADHERENCE TO PUBLIC SERVICE COMMISSION RULES AND REGULATIONS

15. The Lessee agrees to be bound by all the rules and regulations applicable to motor vehicles transporting passengers and property in

taxicab service as prescribed by the Public Service Commission of West Virginia. Violations of said rules shall be sufficient cause for the Lessor not to enter into any future taxicab rental agreements with the Lessee.

TITLE

16. It is expressly understood and agreed that this is a contract of leasing and that the Lessee acquires no ownership, title, property, rights or interest in the said vehicle, accessories or equipment leased pursuant to this agreement.

MANIFEST

17. The Lessee further agrees to complete and submit to the Lessor, at the end of each lease period, a manifest which substantially complies with the manifest which is contained in P.S.C. W.Va. M.C. Form No. 55.

RATES

18. The Lessee agrees to be bound by, and charge only those rates and charges approved by, the Public Service Commission of West Virginia for the operation of the leased vehicle. Failure to charge the approved rates and charges shall be sufficient cause for the Lessor not to enter into any future taxicab rental agreements with the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

LESSEE

LESSOR

\_\_\_\_\_  
(Cab Company)

By \_\_\_\_\_

REVISED 4/6/90

TAXICAB DRIVER'S DAILY MANIFEST

DATE		DRIVER'S NAME		CAB NO.	LEASE NO.	TIME OUT	TIME IN	MILEAGE OUT	MILEAGE IN
						AM PM	AM PM		
TRIPS	EXACT TIME BEGUN	MILEAGE BEGIN	POINT OF PICKUP	POINT OF DISCHARGE	EXACT TIME ENDED	MILEAGE END	NO. PASS	METER CHARGES	ADD'L CHARGES
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
							TOTALS		

Driver's Signature \_\_\_\_\_



**TRANSPORTATION DIVISION  
MOTOR CARRIER SECTION  
FORM 59**

1. NAME OF MOTOR CARRIER

**CARRIER  
SAFETY/COMPLIANCE REVIEW**

<b>ADDRESSES</b>	<b>MAILING</b>	2. STREET ADDRESS/P. O. BOX/ROUTE NUMBER			
		3. CITY	4. COUNTY	5. STATE	6. ZIP CODE
<b>PHYSICAL</b>		7. STREET ADDRESS/P. O. BOX/ROUTE NUMBER			
		8. CITY	9. COUNTY	10. STATE	11. ZIP CODE

12. CERTIFICATE NO(S).

13. STATE NO.

14. REGION    15. OIC #    16. TERRITORY    17. PRINCIPAL PHONE NUMBER

AREA    EXCHANGE    NUMBER

18. CLASSIFICATION

A. AUTHORIZED FOR HIRE    B. EXEMPT FOR HIRE    C. PRIVATE  
D. MIGRANT    E. U. S. MAIL    F. OTHER \_\_\_\_\_

19. CARRIER OPERATION

A. INTERSTATE    B. INTRASTATE ONLY

20. BUSINESS ORGANIZATION

A. INDIVIDUAL    B. PARTNERSHIP    C. CORPORATION    a. STATE    b. YEAR

21. PRINCIPAL CARGO NAME

22. CARGO CLASSIFICATIONS

A. GENERAL FREIGHT	G. BUILDING MATERIALS	N. OILFIELD EQUIPMENT	U. CHEMICALS
B. HOUSEHOLD GOODS	H. MOBILE HOMES	O. LIVESTOCK	V. COMMODITIES DRY BULK
C. METAL SHEETS COILS, ROLLS	I. MACHINERY, LARGE OBJECTS	P. GRAIN, FEED, HAY	W. REFRIGERATED FOOD
D. MOTOR VEHICLES	J. FRESH PRODUCE	R. MEAT	X. BEVERAGES
E. DRIVEWAY/TOWAWAY	K. LIQUIDS/CASES	S. NEW FURNITURE/FIXTURES	Z. _____
F. LOGS, POLES, BEAMS, LUMBER	L. INTERMODAL	T. U. S. MAIL	
	M. PASSENGERS		

23. HAZARDOUS MATERIALS CARRIED/SHIPPED

C S A. EXPLOSIVES A		T P	C S H. CORROSIVES		T P	C S O. IRRITATING MATERIAL		T P
C S B. EXPLOSIVES B		T P	C S I. OXIDIZERS		T P	C S P. 'ORM' MATERIAL		T P
C S C. EXPLOSIVES C		T P	C S J. POISON A		T P	C S Q. HAZARDOUS WASTE		T P
C S D. FLAMMABLE LIQUID		T P	C S K. POISON B		T P	C S R. ETIOLOGIC AGENT		T P
C S E. FLAMMABLE SOLID		T P	C S L. COMBUSTIBLE LIQUID		T P	C S S. BLASTING AGENT		T P
C S F. FLAMMABLE GAS		T P	C S M. RADIOACTIVE MATERIAL		T P	C S T. HAZARDOUS SUBSTANCE		T P
C S G. NON-FLAMMABLE GAS		T P	C S N. ORGANIC PEROXIDE		T P	C S U. CRYOGENICS		T P

T - IN CARGO TANKS      P - IN PACKAGES

24. GROSS REVENUE

25. DATES OF REVENUE

a. FROM      b. TO

26. DIVIDED RECORD AUTHORITY

a. YES      b. NO

27. AVG. NMBR OF TRIP LEASED DRIVERS PER MONTH

28. EQUIPMENT

	TRUCKS	TRUCK TRACTORS	TRAILERS	HM CARGO TANK TRAILER	HM CARGO TANK TRUCK	BUSES
OWNED	a	b	c	d	e	f
TERM LEAS'D	g	h	i	j	k	l
TRIP LEAS'D	m	n	o	p	q	r

29. DRIVERS SUBJECT FMCSR

Commercial zone a \_\_\_\_\_

100 Mile Radius b. \_\_\_\_\_

Beyond 100 mile Radius c. \_\_\_\_\_

TOTAL d. \_\_\_\_\_

30. PERSONS INTERVIEWED DURING THE REVIEW

NAME	NAME	NAME
TITLE	TITLE	TITLE

31. SIGNATURES

a. RECEIVED BY      b. TITLE

c. REPORTED BY      d. TITLE      e. CODE      f. DATE

<b>PUBLIC SERVICE COMMISSION OF WEST VIRGINIA</b>	<b>NAME OF MOTOR CARRIER</b>	STATE NO. _____ PAGE _____ OF _____
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**General**

	YES	NO	N/A
* 1. Can the carrier produce a copy of the Federal Motor Carrier Safety Regulations (FMCSR)? _____			
* 2. Can the carrier produce a copy of the Hazardous Materials Regulations (HMR)? _____			
3. Is at least one responsible carrier official familiar with the FMCSR? _____			
C 4. Does the carrier have one individual ultimately charged with the responsibility for ensuring overall compliance with the FMCSR on an equal or higher level than the Director of Operations position? _____			
5. Does the individual in charge of safety have sole authority to hire drivers? _____			
6. Does the individual in charge of safety have authority to terminate drivers? _____			
7. Does the carrier have one individual charged with the responsibility for ensuring overall compliance with the HMR? _____			
C 8. Does the carrier have a driver safety training/orientation program? _____			
9. Does the carrier have a safety incentive/award program? _____			
10. Is the carrier familiar with the fines and penalties that can be imposed for violations of the FMCSR/HMR? _____			
C* 11. Does carrier management review its safety compliance status on a periodic basis? _____			
12. Have any carrier employees attended any outside safety meetings, courses or seminars in the past two years? _____			
13. Is the carrier's operation profitable? _____			

**General — Comments:**

**Part 394 — Notification and Reporting of Accidents**

	YES	NO	N/A
1. Can the carrier explain the definition of a reportable accident? _____			
2. Can the carrier explain the total accident notification requirements? _____			
C* 3. Is the carrier filing MCS-58 T(B) accident reports when required? _____			
4. Does the carrier determine preventability of accidents? _____			
C* 5. Does the carrier take any action against drivers involved in preventable accidents? _____			

**Part 394 — Comments:**

Received by: _____	Title: _____	Total No of Pages _____
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**PUBLIC SERVICE  
COMMISSION OF  
WEST VIRGINIA**

**Part 391 — Qualifications of Drivers**

**STATE NO.** \_\_\_\_\_

**PAGE** \_\_\_\_\_ **OF** \_\_\_\_\_

	YES	NO	N/A
1. Can the carrier produce written hiring policies/procedures that are being followed on all new hires? _____			
2. Are oral interviews conducted with the drivers to verify information submitted on their applications? _____			
C 3. Are hiring policies more stringent than the requirements of Part 391? _____			
C* 4. Does the carrier have a system established that will ensure drivers' medical certificates remain current? _____			
5. Does the carrier verify that physician completing medical certifications are knowledgeable of the instructions for performing and recording physical examinations? _____			
6. Does the carrier review the results of the health history and physical examination (long form)? _____			
7. Does the carrier have a system established that will ensure drivers' operating licenses remain current? _____			
8. Does the carrier have a system established that will ensure drivers' annual reviews and annual record of violations remain current? _____			
9. Can the written test examiner explain the written test certification process? _____			
C*10. Does the carrier comply with the road test provisions of Section 391-31? _____			
11. Can the carrier list the documents required to be in a driver qualification file? _____			
C*12. Can the carrier produce completed driver qualification files on drivers selected at random? _____			
13. Are other sources used to check driver's background other than those required by Part 391? _____			

**Part 391 — Comments:**

**Part 392 — Driving of Motor Vehicles**

	YES	NO	N/A
C 1. Does the carrier have established procedures concerning use of alcohol and drugs? _____			
2. Does the carrier have a policy concerning passengers? _____			
3. Are drivers instructed on load securement procedures? _____			
4. Does the carrier have a policy for monitoring speed? _____			
C* 5. Can the carrier produce documentation that runs in excess of 500 miles can be completed in compliance with 55 mph and hours of service limitations? _____			

**Part 392 — Comments:**

**Part 396 — Inspection, Repair, and Maintenance**

	YES	NO	N/A
C* 1. Can the carrier produce written procedures explaining a systematic, periodic maintenance program? _____			
2. Can the carrier list the maintenance records required for vehicles controlled for 30 consecutive days or more? _____			
C* 3. Does the carrier periodically review maintenance records for leased equipment? _____			
4. Is the carrier complying with the vehicle inspection procedure? _____			
5. Are drivers trained to perform pretrip inspections? _____			
* 6. Can the carrier produce the prior three months vehicle inspection reports on a vehicle selected at random? _____			
7. Are all vehicles required to be inspected at a carrier authorized location on a periodic basis? _____			
C* 8. Can the carrier produce a complete maintenance file on a vehicle selected at random? _____			

**PUBLIC SERVICE  
COMMISSION OF  
WEST VIRGINIA**

Part 396 — Cont. Inspection, Repair, and Maintenance

STATE NO. \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_

Part 396 — Comments:

**Part 395 — Hours of Service of Drivers**

	YES	NO	N/A
1. Can the carrier explain the hours of service limitations? i.e. 10, 15, 60 in 7, 70 in 8 _____			
C* 2. Does the carrier his records of duty status in a systematic manner? _____			
* 3. Can the carrier produce the prior 6 months records of duty satus for a driver selected at random? _____			
4. Are drivers required to complete recaps of their records of duty status? _____			
* 5. Does the carrier have a procedure for monitoring trip lease drivers' hours of service? _____			
* 6. Are dispaatchers aware of drivers' hours of service prior to and during trip? _____			
7. Are drivers required to telephone the carrier each day? _____			
C* 8. Are other independent records being compared to drivers' records of duty status for accuracy? _____			
9. When reaching a home terminal, are previous records of duty status required to be submitted, actually submitted? _____			
C*10. Does the carrier have a system for recording hours of duty status on 100 mile radius drivers? _____			
C*11. Does the carrier have a system to effectively control the drivers' hours of service? _____			
C* Does the carrier adhere to a disciplinary policy for noncompliance with Part 395? _____			

Part 395 — Comments:

Recommendations Parts 390-396192

**PUBLIC SERVICE  
COMMISSION OF  
WEST VIRGINIA**

**Part 397  
Transportation of Hazardous Materials Driving and Parking Rules**

**STATE NO.** \_\_\_\_\_  
**PAGE** \_\_\_\_\_ **OF** \_\_\_\_\_

	YES	NO	N/A
1. Can line carrier explain the attendance requirements for a vehicle containing hazardous material (HM)? _____			
2. Can the carrier explain the parking requirements for a vehicle containing HM? _____			
* 3. Can the carrier produce a copy of the signed receipt for documents received re: Section 397,19 for a driver of Class A or B explosives selected at random? (note 1 year retention period) _____			
4. Is the private carrier aware of the marking of vehicles requirements in Section 397,21? _____			
5. Have all drivers been informed of the smoking prohibitions? _____			
C* 6. Does the carrier have a system to ensure all drivers transporting Class A and B explosive have a written route plan? _____			
7. Is consideration given to avoidance of heavily populated areas when hauling HM? _____			


**Part 397 — Comments:**

**Part 177 — Carriage by Public Highway**

	YES	NO	N/A
C* 1. Does the carrier provide HM training for its employees? _____			
C* 2. Can the carrier produce a cargo tank certificate or manufacturer's date report for a cargo tank selected at random? _____			
3. Can the carrier produce a cargo tank inspection report for a cargo tank selected at random? _____			
4. Has carrier provided written notification of MC330/331 cargo tanks in service or removed from service? _____			
C* 5. Can the carrier explain their system to ensure shipping papers accompanying HM loads are properly prepared and/or produce a properly prepared shipping paper for a shipment selected at random? _____			
6. Can the carrier explain the accessibility requirements for shipping papers? _____			
* 7. Can the carrier produce a label for each class of HM transported? _____			
8. Can the carrier explain what constitutes a placarded load? _____			
9. Can the carrier explain the incident reporting requirements? _____			
C*10. Is the carrier filing DOT Form F 5800.1 reports when required? _____			
*11. Is the carrier maintaining correctly prepared and signed hazardous waste manifests for at least 3 years? _____			

**Part 177 — Comments:**

**Recommendations Parts 391, 177**

	CERTIFICATE NO.	STATE NO.	DATE	PAGE . OF
	30. REASON FOR REVIEW A. RATING _____ B. COMPLAINT NO. _____ C. SELECTIVE COMPLIANCE/ENFORCEMENT _____ D. OTHER _____		33. PLANNED COURSE OF ACTION A. SELECTIVE MONITORING _____ B. PROSECUTION NO. _____ C. SANCTIONS _____ D. ADMINISTRATIVE HANDLING _____	

34 CFR	a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q
PARTS YES	391	392	393	394	395	396	397	398	399	171	172	173	177	178	325	387	
REVIEWED NO																	

35. ACCIDENT INFORMATION (PRIOR 365 DAYS)				
TOTAL ACCIDENTS ___	TOTAL PREVENTABLE	TOTAL REPORTABLE	TOTAL NOT REPORTED	TOTAL PREVENTABLE THAT ARE REPORTABLE
A	B	C	D	E
TOTAL FATALITIES	TOTAL INJURIES	TOTAL MILES	RESERVED	RESERVED
F	G	H		

36. HOURS OF SERVICE — VIOLATION SEVERITY				
	10 HOUR RULE	15 HOUR RULE	60 HOURS/7 DAYS	70 HOURS/5 DAYS
LESS OR EQUAL 1	a	b	c	d
GREATER 1 LESS/EQUAL 2	e	f	g	h
GREATER 2 LESS/EQUAL 3	i	j	k	l
GREATER 3 LESS/EQUAL 5	m	n	o	p
GREATER THAN 5	q	r	s	t

PRIOR ACTION DATES		
37. SAFETY REVIEWS	38. COMPLIANCE REVIEWS	39. PROSECUTIONS
A	A	A
B	B	B
C	C	C

40. STATEMENTS MADE BY CARRIER/SHIPPER RELATIVE TO IMPROVING SAFETY COMPLIANCE OR OTHER COMMENTS RELATIVE TO THIS REVIEW

43. ACTIONS REQUESTED OF CARRIER/SHIPPER			
PRINCIPAL INVESTIGATOR SIGNATURE	BADGE NO.	ASSISTANT INVESTIGATOR SIGNATURE	BADGE NO.



# SR-1/CR-1 INPUT MATRIX

TRANSPORTATION DIVISION  
MOTOR CARRIER SECTION

CARRIER NAME			
STATE NO.	CERT. NO.	STATE	BADGE NO.
DATE		INVESTIGATOR	

## QUESTION RESPONSES

TITLE 49  
PARTS

	1	2	3	4	5	6	7	8	9	10	11	12	13
390	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
387	<input type="checkbox"/>												
394	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
391	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
392	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
396	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
395	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
397	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**DIRECTIONS:**

Place an "X" or a "✓" check mark only in those boxes which correspond with the questions on the SR-1 that receive a "no" response. Leave all other boxes blank.

**HEADQUARTERS USE ONLY**

PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 17th day of September, 1991.

M.C. GENERAL ORDER NO. 64.1

IN THE MATTER OF

Commission-Proposed Rules for Motor Carriers  
of Passengers and Property, Amending the  
Rules and Regulations for the Government of  
Motor Carriers of Passengers and Property.

COMMISSION ORDER PROMULGATING, MODIFYING,  
AND ADOPTING FINAL RULES

On April 19, 1990, the Commission promulgated proposed rules for motor carriers of passengers and property. This proposed rulemaking was designed to amend the Rules and Regulations for the Government of Motor Carriers of Passengers and Property, including the name thereof, in the state of West Virginia, pursuant to §§24-1-7, 24-2-2, 24-2-12, 24A-1-1, 24A-2-3, 24A-2-5, 24A-3-3, 24A-3-6, and 24A-5-5 of the West Virginia Code, as those sections are read in pari materia with §§29A-3-1 through 29A-3-9 of the West Virginia Code. At that time, the Commission set forth a 30-day comment period for use in this proceeding.

On May 24, 1990, the Commission received a letter from Randie Lawson, President of the West Virginia Chapter of the National Solid Waste Management Association requesting that the Commission hold a public hearing on the Commission's proposed regulations relating to the government of motor carriers of passengers and property. Mr.

Lawson stated that a public hearing was needed because the regulations represented substantial changes in the regulation of the solid waste industry in West Virginia and because a public hearing would allow greater public input into the content of these regulations. Mr. Lawson additionally requested an extension of the public comment period.

On May 31, 1990, the Commission issued an order extending the comment period until 4:00 p.m., August 1, 1990, for use in these proceedings.

From May 25, 1990 through August 1, 1990, the Commission received comments from various entities. On May 25, 1990, comments were received from the Pony Express Courier Corporation regarding lease equipment, yellow page listings, and rates charged by contract carriers. On May 29, 1990, comments were received by NASA Towing & Recovery Service regarding the deletion by the Commission of the public hearing process in this rulemaking, requesting an extension of the comment period, applicability of the rules to both public and private carriers, the use of printed invoices. Also on May 29, 1990, comments were filed by Samuel T. Colvin regarding usage sensitive rates, participation and recycling programs, and furnishing residential customer lists to solid waste authorities. On June 1, 1990, the Commission received comments from Morgan Sanitation, Inc. regarding the recycling program. On July 23, 1991, the West Virginia Solid Waste Association filed a comment regarding Staff's proposed definition of solid waste. On July 31, 1990, a comment was received

from concerned C&H Taxi drivers requesting that a rule be instated requiring the installation of partitions in taxi cabs between the front and back seats for the safety of the drivers and the public. Comments were received on August 1, 1990 from Patrick J. O'Reilly requesting a public hearing, the West Virginia Solid Waste Association regarding the transportation of solid waste, and the West Virginia Taxi Cab Association regarding the changed in P.S.C. W.Va. Form No. 55, the Taxi Cab Lease Agreement.

On September 7, 1990, Charles D. Perfater, Esquire, on behalf of Ed's All Clean Disposal, Inc. filed comments regarding the proposed rules and regulations.

On December 3, 1990, the Commission issued a procedural order which stated that inasmuch as numerous written comments had been received, the Commission was of the opinion that the proposed amendments to its Rules and Regulations for the Government of Motor Carriers of Passengers and Property should be set for hearing to take additional comments. Accordingly, hearings were set for January 16, 1991, in Martinsburg; January 22, 1991, in Clarksburg; January 24, 1991, in Bluefield; and January 30, 1991, in Charleston, West Virginia. By that same order, the Commission directed that the Executive Secretary of the Public Service Commission give notice of the aforesaid hearings by publishing a copy of the Commission's December 3, 1990, order in a newspaper, duly qualified by the Secretary of State, published and of general circulation in each of the Cities of Martinsburg, Clarksburg, Bluefield, and Charleston.

The hearing in Martinsburg, West Virginia was held on January 16, 1991, as scheduled. At that hearing, the following parties were present and represented as follows: Gerald Smith for Evirco, Incorporated. Mr. Smith made no comment at the hearing. Commission Staff was represented by Thornton Cooper, Esquire.

The Clarksburg hearing was held on January 22, 1991, as previously scheduled. Various parties were present and represented as follows: Yellow Cab Company and Wagner Cab Company by Kenneth Straub, Yellow Cab Company by Bob Pinkney, Wagner Cab Company and Burns and Church Baggage Yellow Cab Company by Mike Sobota, J & J United Taxi by Beverly Stickel, and Commission Staff by Thornton Cooper, Esq.

The hearing in Bluefield, West Virginia was held on January 24, 1991, as scheduled. Various parties were present and represented at that proceeding as follows: Mountain Motor Sales, Inc. by Bob Veneri; Neil's Mobile Home Towing by Bernard Neil; Jack Hager Towing Service by Jack Hager; and Commission Staff by Thornton Cooper, Esq.

The hearing in Charleston, West Virginia was held on January 30, 1991, as scheduled. Various parties were present and represented at that hearing as follows: West Virginia Taxi Association by Thomas N. Hanna, Esq.; West Virginia Towing and Recovery Association by John Philip Melick, Esq.; West Virginia Solid Association by E. Dandridge McDonald, Esq.; Employer Relations Division, Workers' Compensation Fund by Richard Stevenson, Esq.; various motor carriers by Arden J. Curry, Esq; and Commission Staff by Thornton Cooper, Esq. Also

present at the hearing were David Dillon, a employee of C&H Taxi and Stanley Dixon, also from C&H Taxi. At the close of the January 30, 1991, hearing the Commission directed that the comment period in this proceeding would remain open for a period of thirty (30) days after receipt of transcripts. The transcript in this proceeding was received by the Commission on February 15, 1991. Accordingly, the comment period was to remain open in this proceeding until March 17, 1991.

On March 15, 1991, the West Virginia Towing and Recovery Association filed comments recommending withdrawal of the proposed M.C. Rule 2.26. In the alternative, the West Virginia Towing and Recovery Association urged the addition of a sentence similar to that proposed by the West Virginia Towing and Recovery Association at the hearing in Charleston to prevent the misleading use of telephone directory advertisements.

On March 18, 1991, United, Inc. filed comments relating to Section 3.4: Binding Estimates by Carriers of Mobile or Modular Homes.

On March 19, 1991, Commission Staff filed its finally recommended rules.

On April 25, 1991, the West Virginia Solid Waste Association filed a response to Staff's finally recommended rules.

On June 27, 1991, Commission Staff filed a document which integrated the proposed changes as recommended by Staff's March 19, 1991, finally recommended rules with the original rulemaking proposed in this case. Staff made the following minor modifications to the rules in its integrated set of proposed rules:

1. Three definitions in proposed Motor Carrier Rule 1.8 were deleted and one was revised to bring the rules into conformity with West Virginia Code §24A-2-1.
2. The revised Taxi Cab Lease Form, M.C. Form No. 55, was amended to conform with the Exhibit submitted at the January 30, 1991, hearing by Thomas N. Hanna, Esq., on behalf of the West Virginia Taxi Cab Association.

On July 30, 1991, Commission Staff filed revised pages 33-41 to be inserted in the proposed rules in place of the original pages 33-41. Staff's revised pages were filed in answer to the July 22, 1991, comments by the West Virginia Solid Waste Association regarding Staff's proposed definition of "trash, rubbish, and garbage" as set forth in proposed Motor Carrier Rule 7.1 on page 33 of the integrated set of rules. The West Virginia Solid Waste Association had been concerned that Commission Staff's original definition would exclude the transportation of sludges. Staff, in turn, was concerned that the West Virginia Solid Waste Association's proposal would exclude the transportation of recyclable and recycled materials.

#### DISCUSSION

Staff's June 27, 1991, filing as amended by Staff's July 30, 1991, filing represent, in the Commission's opinion, an accurate

integration of the Commission's originally proposed rules with those comments as filed with the Commission and as taken by oral testimony at the various public hearings held around the State.

The Commission has found it necessary to make changes in its promulgated rules. These changes have been based on the comments filed by interested parties as well as on the analysis conducted by Commission Staff. Many of these changes are designed to clarify the proposed rules. The various substantive changes that have been made to the proposed rules are as follows:

1. Motor Carrier Rule 1.8 p. The definition of private commercial carrier has been modified to reflect the change contained in the definition of "private commercial carrier" in West Virginia Code §24A-1-2, as set forth in Engrossed Committee Substitute for Senate Bill No. 329, which passed the Legislature on Saturday, March 9, 1991. Subsections "q", "r", and "s" of Rule 1.8 have been deleted in order to bring the rule into conformity with West Virginia Code §24A-1-2.
2. Motor Carrier Rule 2.26: Maintenance by Motor Carriers of Listings in the Yellow Pages has been deleted in its entirety. The Commission is of the opinion that the proposed Rule 2.26 needs more refinement before it is approved by this Commission.
3. Motor Carrier Rule 3.5: Printed Invoice by Carrier of Mobile or Modular Homes Required. The Commission is of the opinion that the first line of the proposed Motor Carrier Rule 3.5 be changed to insert the words "except for charges made pursuant to binding estimates in compliance with Rule 3.4, no charge" in lieu of "No charge". This change would address concerns raised at the Bluefield hearing that the information required in proposed Motor Carrier Rule 3.5 would be superfluous in the event of a binding estimate issued pursuant to proposed Motor Carrier Rule 3.4. Additionally, the Commission shall replace the word "triplicate" in the first sentence of the proposed Motor Carrier Rule 3.5 with the word "duplicate".

4. Motor Carrier Rule 6.1: Printed Invoice Required. The Commission is of the opinion that it is reasonable to replace the word "duplicate" with the word "triplicate" in the first sentence of proposed Motor Carrier Rule 6.1. This change would simplify record keeping for the wrecker operators. Additionally, the Commission has added part "n" to give wrecker operators some flexibility with respect to obtaining information not set forth in the remainder of the rule.
5. Motor Carrier Rule 7.1: Application of Rules. The Commission has modified this rule by the addition of a definition of "trash, rubbish, and garbage". The Commission is of the opinion that this definition addresses the concerns of both Staff and the West Virginia Solid Waste Association by providing a definition of "trash, rubbish, and garbage" that will prove functional.
6. Motor Carrier Rule 7.2: Conditions of Service. The Commission has modified the second sentence of Rule 7.2 in order to provide carriers with greater flexibility. Additionally, the Commission has inserted Rule "m" in order to protect carriers from being required to haul infectious or hazardous waste to distant places of disposal.
7. Motor Carrier Rule 7.3: Termination of Service for Nonpayment of Bills. The Commission has modified part "a" of Rule 7.3 as a modification of an amendment offered by the West Virginia Solid Waste Association.
8. Motor Carrier Rule 7.4: Participation in Recycling Programs. Parts "a", "b" & "c" of this rule have been modified in order to bring proposed Motor Carrier Rule 7.4 into line with West Virginia Code §20-11-3 and to make explicit an already available financing mechanism for recycling.
9. Motor Carrier Rule 7.5: Furnishing Residential Customer Lists to Solid Waste Authority. This rule has been modified in order to give greater flexibility to carriers of solid waste.
10. P.S.C. W.Va. M.C. Form No. 55: Taxi Cab Lease. A paragraph 7 has been inserted in this exhibit regarding the status of the lease; specifically, the status of the lessee as an independent contractor. Additionally, the Commission has modified part 12 of the proposed P.S.C. W.Va. M.C. Form No. 55 to indicate the lessee's status as an independent contractor.

## FINDINGS OF FACT

1. On April 19, 1991, the Commission issued an order promulgating proposed rules and commencing a rulemaking proceeding in order to modify the Commission's Rules and Regulations for the Government of Motor Carriers of Passengers and Property.

2. Public comment was received by the Commission from various motor carriers throughout the State in the form of both written comments and through oral testimony received through hearings held at the following places and dates: On January 16, 1991, in Martinsburg; January 22, 1991, in Clarksburg; January 24, 1991, in Bluefield; and January 30, 1991, in Charleston, West Virginia.

3. On June 27, 1991, Commission Staff filed its integrated revisions of the Commission's originally proposed rules.

4. The above integrated rules filed by Staff were further modified by Staff's July 30, 1991, filing which contained a revised definition of "trash, rubbish, and garbage".

## CONCLUSIONS OF LAW

1. The Commission is of the opinion that the modifications to the Commission's April 19, 1990, proposed rules be adopted as being in the public interest and that the modified rules be adopted as the final rules of the Commission.

2. West Virginia Code §24-1-7 states that any rule finally adopted by the Public Service Commission may not become effective sooner than sixty (60) days after the filing of the finally adopted rules in the State Register.

ORDER


IT IS, THEREFORE, ORDERED that the rules attached hereto, be, and they hereby are, adopted as the final rules of the Commission, effective sixty (60) days from the date of this order.

IT IS FURTHER ORDERED that the Commission's Executive Secretary shall file two (2) copies of these finally adopted rules with the Office of the Secretary State for inclusion in the State Register, as required by West Virginia Code §29A-1-3(b).

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this order, together with all attachments, upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

A True Copy, Teste:

JJW:seg

  
Howard M. Cunningham  
Executive Secretary

M.C. GENERAL ORDER NO. 64.1

IN THE MATTER OF  
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After careful review of the comments received, the Commission adopts the proposed rule with the changes hereinafter incorporated as the final rule of the Commission, to become effective sixty (60) days after promulgation in accordance with West Virginia Code §24-1-7.