



**WEST VIRGINIA  
SECRETARY OF STATE**

**NATALIE E. TENNANT**

**ADMINISTRATIVE LAW DIVISION**

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OFFICE OF  
WEST VIRGINIA SECRETARY OF STATE

**FORM 5 -- NOTICE OF AGENCY ADOPTION OF A PROCEDURAL OR INTERPRETIVE RULE OR  
A LEGISLATIVE RULE EXEMPT FROM LEGISLATIVE REVIEW**

AGENCY **Public Service Commission**  
RULE TYPE **Legislative Exempt** AMENDMENT TO EXISTING RULE **Yes** TITLE-SERIES **150-**  
RULE NAME **Rules Governing Motor Carriers, Private Commercial Carriers, and The Filing of** **09**  
**Evidence of Insurance and Financial Responsibility by Motor ... (truncated)**  
CITE AUTHORITY **W.Va. Code 24-2-1b,24-2-2,24A-2-3,24A-3-4,24A-3-6,24A-4-1,24A-5-5**

RULE IS LEGISLATIVE EXEMPT

**Yes**

CITE STATUTE(S) GRANTING EXEMPTION FROM LEGISLATIVE REVIEW

**W.Va. Code 24-1-7**

THE ABOVE RULE IS HEREBY ADOPTED AND FILED WITH THE SECRETARY OF STATE. THE  
EFFECTIVE DATE OF THIS RULE IS

**Saturday, September 12, 2015**

BY CHOOSING 'YES', I ATTEST THAT THE PREVIOUS STATEMENTS ARE TRUE AND CORRECT.

**Yes**

**Ingrid M Ferrell -- By my signature, I certify that I am the person authorized to file legislative rules, in  
accordance with West Virginia Code §29A-3-11 and §39A-3-2.**



Title-Series: 150-09



Rule Id: 9639



Document: 26889

**TITLE 150  
LEGISLATIVE RULE  
PUBLIC SERVICE COMMISSION**

**SERIES 9  
RULES GOVERNING MOTOR CARRIERS,  
PRIVATE COMMERCIAL CARRIERS, AND  
THE FILING OF EVIDENCE OF INSURANCE AND  
FINANCIAL RESPONSIBILITY BY MOTOR CARRIERS**

**§150-9-1. General.**

1.1. Scope. -- The rules in this series govern all motor carriers of passengers or property over the public highways of West Virginia, unless those motor carriers are completely exempt from regulation by §24A-1-3 or other sections of the W. Va. Code, by sections of the United States Code, by the West Virginia Constitution, or by the United States Constitution. If a motor carrier is statutorily only partially exempt from regulation, these rules shall apply to that carrier except to the extent that the carrier is statutorily exempt. Furthermore, the rules in this series also govern the filing and approval of surety bonds, policies of insurance, qualifications as self-insurers, and other securities and agreements of motor carriers. Accordingly, upon the effective date of these rules, the insurance rules previously adopted at 150 CSR Series 14 are repealed as null and void. Moreover, Rule 3.3 and other safety rules in this series apply to motor carriers and private commercial carriers that are statutorily subject to the Commission's safety jurisdiction. The term "motor carrier" includes an "exempt carrier".

1.2. Authority. -- W. Va. Code §§24-2-1b, 24-2-2, 24A-2-3, 24A-3-4, 24A-3-6, 24A-4-1, and 24A-5-5.

1.3. Filing Date. -- July 14, 2015.

1.4. Effective Date. -- September 12, 2015.

1.5. Intent. -- Pursuant to the powers vested and the authority given under Chapter 24A of the W. Va. Code, the Public Service Commission of West Virginia issues the following rules governing the transportation of persons and property for hire by motor vehicle upon or over the public highways of West Virginia. 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; to permit the coordination of transportation facilities; and to provide the traveling and shipping public transportation agencies rendering stabilized service at just and reasonable rates. These rules are also intended to govern the filing of evidence of insurance and financial responsibility by motor carriers to protect the traveling, shipping, and general public against injury, loss, damage, or default for which motor carriers may be liable. Moreover, Rule 3.3 and other safety rules in this series are also intended to apply to all motor carriers and private commercial carriers that are statutorily subject to the Commission's safety jurisdiction while they are operating on the public highways of West Virginia.

1.6. Saving clause.

The adoption of these rules and regulations shall in no way preclude the 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, compliance with these rules shall not in any way relieve a motor carrier or private commercial carrier from any of its duties under the laws of West Virginia. These rules and regulations are intended to supplement applicable statutes in Chapters 24 and 24A of the W. Va. Code and do not replace or substitute any of the provisions of such statutes.

#### 1.7. Application of rules.

1.7.a. These rules shall apply to all common or contract motor carriers for hire of passengers or property over the public highways of West Virginia, unless those motor carriers are, under statute, completely exempt from regulation. If a motor carrier is statutorily only partially exempt from regulation, these rules shall apply to that carrier except to the extent that the carrier is statutorily exempt. Rule 3.3 and other safety rules in this series shall apply to all motor carriers and private commercial carriers that are statutorily subject to the Commission's safety jurisdiction. These rules shall apply to persons and motor vehicles engaged in intrastate and interstate commerce to the extent permitted by the constitutions and laws of West Virginia and of the United States.

1.7.b. Waiver of rule. -- If hardship results from the application of any rule herein prescribed, or if unusual difficulty is involved in immediately complying with any rule, an application may be filed with the Commission for the temporary or indefinite waiver of that particular rule: Provided, that no application for such waiver shall be considered by the Commission unless there is submitted therewith a full and complete justification for such action.

#### 1.8. Definitions.

1.8.a. "Authorized wrecker company" means any person who, after properly filing a completed application for a certificate of convenience and necessity to transport motor vehicles by wrecker vehicle for hire, with the appropriate application fee, has received a letter from the Commission's Transportation Division informing the person that he or she has been authorized to transport motor vehicles in wrecker service for hire, over the public highways of West Virginia, between all points and places in West Virginia in intrastate commerce.

1.8.b. "Bulky goods" means items or materials which cannot be reasonably and conveniently collected during regularly scheduled weekly pickups, including any of the following discarded items; refrigerators, washing machines, clothes dryers, dishwashers, ovens, stoves, microwave ovens, and other appliances; televisions; home computers; air conditioners; bicycles; furniture; waste tires off the rim, having a radius of no more than 16.5 inches, from automobiles, from pickup trucks, from motorcycles, from all-terrain vehicles, and from farm tractors; and other item, not included in the above, that are at least three (3) feet in length, width, or height or at least fifty (50) pounds in weight. "Bulky goods" do not include: (a) automotive components, parts, or frames that weigh at least two hundred (200) pounds each; (b) automotive parts, such as motors and transmissions, that have a high density; (c) hazardous waste; (d) items that can be easily divided and placed into bags, boxes, or other containers, less than three (3) feet high, long, or wide, that, with contents, weigh less than fifty (50) pounds each; and (e) construction and demolition debris generally.

1.8.c. "CFR" means the Code of Federal Regulations.

1.8.d. "Carrier" means any person who transports passengers or property, for any commercial purpose, over the public highways of West Virginia by motor vehicle.

1.8.e. "Commercial customer of a common carrier by motor vehicle of solid waste" generally means any customer, other than a residential customer, with whom a common carrier by motor vehicle of solid waste enters into an agreement to collect and transport solid waste, for compensation that is to be

paid by that customer, from property that is owned or controlled by that customer. The term specifically includes a person, such as the landlord of an apartment building, who enters into an agreement or contract with a carrier to collect and transport, for compensation, solid waste that is generated by one or more of the occupants of the real estate that is owned or controlled by that person. The term generally includes any commercial, industrial, governmental, or institutional entity that enters into an agreement with a carrier for the collection and transportation, for compensation, of solid waste.

1.8.f. "Commercial vehicle" means any motor vehicle operated over the public highways of West Virginia, for any commercial purpose, in interstate or intrastate commerce, if that motor vehicle is: (a) a motor vehicle with a gross vehicle weight rating of ten thousand one (10,001) pounds or more; (b) a motor vehicle designed to transport more than fifteen (15) passengers, including the driver; or (c) a motor vehicle, of any gross vehicle weight rating, used to transport hazardous materials in a quantity requiring placarding under federal hazardous materials regulations that have been adopted by the Commission.

1.8.g. "Commission" means the Public Service Commission of West Virginia.

1.8.h. "Common carrier by motor vehicle" means any wrecker company or any other 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 West Virginia 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.

1.8.i. "Contract carrier by motor vehicle" means any person not included in subdivision 1.8.h. 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 West Virginia by motor vehicles for hire.

1.8.j. "Exempt carrier" means a motor carrier described in §24A-1-3 of the W. Va. Code as exempt from the Commission's regulation pursuant to Chapter 24A of the W. Va. Code.

1.8.k. "Gross vehicle weight rating (GVWR)" means the value specified by the manufacturer of a motor vehicle as the loaded weight of that single vehicle or, in the absence of a value specified by that manufacturer, means the total weight of the motor vehicle and any load thereon.

1.8.l. "Household goods" means property that is used, or that will be used, in a house, apartment, or other dwelling, subject to the following exclusions: (a) property while it is being transported from a factory to a store; (b) property while it is being transported in motor vehicles owned by, and by drivers employed by, the same legal entity that sold that property to a purchaser; (c) property while it is being transported from a factory or store to a dwelling at the request of a member of the household occupying that dwelling if the individual who makes payment to the property carrier for that transportation is not a member or agent of that same household; (d) property while it is being transported to a building or part thereof (such as a warehouse, retail establishment, hospital, or government office building), other than a storage facility for further shipment to a dwelling, that is not a dwelling; (e) property after it has been discarded; and (f) property that does not fall within the definition of "household goods" as set forth in 49 U.S.C. §13102(10).

1.8.m. "Limousine" means a motor vehicle, equipped with at least three (3) doors and with seating capacity, and separate sets of working seatbelts, for at least five (5) passengers, including the driver, in which a passenger or set of passengers is transported at a rate not less than ten dollars (\$10.00) per vehicle trip or vehicle round trip, if that vehicle either (a) is used to transport passengers on a frequent basis between fixed points, such as airports and hotels or motels; or (b) is used as a specialized limousine.

1.8.n. "Motor carrier" includes both a common carrier by motor vehicle and a contract carrier by motor vehicle. The term "motor carrier" includes both an exempt carrier and a motor carrier who is not an exempt carrier.

1.8.o. "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 West Virginia for the purpose of transporting persons or property.

1.8.p. "Person" means any individual, firm, partnership, corporation, limited liability company, company, association, or joint-stock association, and includes any trustee, receiver, assignee or personal representative thereof.

1.8.q. "Private commercial carrier" means any person who undertakes, whether directly or by lease or other arrangement, to transport property, including hazardous materials as defined in rules and regulations promulgated by the Commission, for himself or herself, over the public highways of West Virginia, in interstate or intrastate commerce, for any commercial purpose, by any motor vehicle with a gross vehicle weight rating of ten thousand one (10,001) pounds or more; by any motor vehicle designed to transport more than fifteen (15) passengers, including the driver; or by any motor vehicle used to transport hazardous materials in a quantity requiring placarding under federal hazardous materials regulations that have been adopted by the Commission.

1.8.r. "Public highway" means any public street, alley, road, highway, or thoroughfare of any kind in West Virginia that is used by the public.

1.8.s. "Residential customer of a common carrier by motor vehicle of solid waste" means an individual residing within a dwelling with whom a common carrier by motor vehicle of solid waste enters into an agreement to collect and transport, for compensation that is to be paid by that individual, the solid waste generated by that individual and by any other individuals who reside in that dwelling. The term does not include individuals residing in a rented dwelling if the landlord who owns or controls the real estate on which the dwelling is located is a commercial customer of a common carrier by motor vehicle with respect to the rented dwelling.

1.8.t. "Solid waste" is synonymous with "trash, rubbish, and garbage" and means and includes any garbage, paper, litter, refuse, cans, and bottles; waste tires, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility; other discarded material; carcasses of any dead animal or any other offensive or unsightly matter; and solid, liquid, semisolid, or contained liquid or gaseous material resulting from industrial, commercial, mining, or community activities; subject to the following exclusions: (a) leachate, (b) brine and other liquids extracted from wells, (c) solid or dissolved material in sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources and have permits under article five, chapter twenty, of the W. Va. Code, and (d) source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

1.8.u. "Special annual assessment" means any fee imposed upon a motor carrier and paid to the Commission pursuant to the provisions of §24A-6-6 of the W. Va. Code.

1.8.v. "Specialized limousine" means a limousine that is either: (a) a luxury vehicle; (b) a vehicle that has seating capacity, and separate sets of working seatbelts, for at least eight (8) passengers; or (c) a vehicle that was operated, and properly registered with the Commission, under a "limousine" or "specialized limousine" certificate on or before January 1, 2002.

1.8.w. "Specialized multipassenger van service" means the transportation, in vans, to and from physicians' offices, clinics, hospitals, and other health-care facilities, of passengers who neither (a) need assistance in entering or exiting the vans nor (b) are expected to require the presence of a trained emergency medical technician during transport.

1.8.x. "Taxicab" means a motor vehicle, equipped with at least three (3) doors and having a seating capacity and separate sets of working seat belts for at least four (4) passengers, including the driver, that is used to transport a passenger or passengers.

1.8.y. "Third-party tow" means the tow of a motor vehicle by a wrecker vehicle if that tow is performed without the prior consent or prior authorization of the owner or operator of the towed motor vehicle.

1.8.z. "Transport passengers or property for hire" means to transport them with the intent, expectation, or likelihood that the person transporting the passengers or property will be compensated for that service or for a service connected with that transportation. A carrier that transports property for hire is compensated for the service of transportation and related services but does not sell that property to the person making payment to that carrier.

1.8.aa. "Uniform vehicle identification card" means any identification card issued by the Commission to a motor carrier pursuant to the provisions of §24A-6-4 of the W. Va. Code.

1.8.bb. "Wrecker company" means any person who transports motor vehicles in wrecker service for hire over the public highways of West Virginia.

**§150-9-2. Rules and Regulations Governing the Filing and Approval of Surety Bonds, Policies or Certificates of Insurance, Qualifications as a Self-Insurer, and Other Evidence of Financial Responsibility by Motor Carriers.**

2.1. Prohibition of for-hire operations until a motor carrier has filed proper evidence of insurance or other financial responsibility and the filing has been approved by the Commission.

2.1.a. No motor carrier shall operate any motor vehicle upon the highways of West Virginia and no certificate or permit issued by the Commission shall remain in force unless and until the motor carrier has filed with the Commission, and the Commission has approved a surety bond, policy of insurance (or certificate of insurance in lieu thereof), qualifications as a self-insurer, or other securities or agreement in not less than the amounts hereinafter prescribed, conditioned to pay, within the amount of such surety bond, policy or insurance (or certificate of insurance in lieu thereof), qualifications as a self-insurer, or other securities or agreements, any final judgment recovered against such motor carrier for loss or damage to the property of others or for bodily injuries to, or the death of, any person resulting from the negligent operation, maintenance, ownership, or use of motor vehicles that have been operated by that motor carrier, or its employees or agents, in the for-hire transportation of passengers or property.

2.1.b. Private carriers of hazardous materials and hazardous wastes must also comply with the rules with respect to evidence of insurance, self-insurance, or other financial responsibility that are set forth in the federal regulations that have been incorporated by reference in Rule 3.3.a.

2.2. Minimum amounts required for liability for bodily injury or property loss or damage (excluding liability for loss of, or damage to, cargo).

The minimum amounts referred to in Rule 2.1 for liability for bodily injury and for loss of, or damage to, property (excluding liability for loss of, or damage to, cargo) are hereby prescribed as follows:

Kind of equipment	Limit for bodily injuries to or death of one person	Limit for bodily injuries to or death of all persons injured or killed in any one accidents	Limit for loss or damage in any one accident to property of others (excluding cargo)
Passenger equipment			
5 passengers or less	\$100,000	\$200,000	\$25,000
6 to 12 passengers, inclusive	200,000	500,000	25,000
13 to 20 passengers, inclusive	200,000	600,000	50,000
21 to 30 passengers, inclusive	200,000	750,000	50,000
31 passengers, or more	200,000	900,000	75,000
Freight equipment: All motor vehicles used in the transportation of non-hazardous property  Freight equipment: Motor vehicles used in the transportation of hazardous property	200,000  Those minimum levels specified in 49 CFR 387.9	600,000  Those minimum levels specified in 49 CFR 387.9	100,000

### 2.3 Minimum amounts required for liability for loss of, or damage to, cargo.

2.3.a. The minimum amounts for liability for loss of, or damage to, property (cargo) belonging to consigners (shippers) or consignees (intended recipients of transported property) are hereby prescribed as follows:

Kind of equipment	Minimum liability limit for loss of, or damage to, property (cargo) carried on any one (1) motor vehicle	Minimum liability limit to aggregate loss of, or damage to, property (cargo) carried on one (1) or more motor vehicles for losses and damages occurring at any one (1) time or place
Passenger equipment (seating capacity):		
1 to 15 passengers (including driver)	\$15,000	\$15,000
16 passengers or more (including driver)	20,000	20,000
Freight equipment: Motor vehicles used in the transportation of nonhazardous property:		
Motor vehicles with a gross vehicle weight rating of less than 10,000 pounds	20,000	20,000
Motor vehicles with a gross vehicle weight rating of 10,000 pounds or more	50,000	100,000

2.3.b. The minimum amounts referred to in Rule 2.3 for cargo insurance do not apply to motor vehicles transporting raw coal or only solid waste or other discarded property that is being transported to a place of disposal.

#### 2.4. Motor vehicle combinations.

The following motor vehicle combinations will each be regarded as one motor vehicle for purposes of Rule 2.1: (1) a tractor and trailer or semitrailer when the tractor is engaged solely in drawing the trailer or semitrailer; and (2) a truck and trailer when both together bear a single load.

#### 2.5. Requirement that motor carriers file annual insurance registration forms; exceptions.

2.5.a. On and after July 1, 2003, no motor carrier shall, in any fiscal year, operate any motor vehicle on any public highway in West Virginia in the for-hire transportation of passengers or property unless and until that motor carrier has: (1) filed with the Commission a completed annual insurance registration form; (2) paid the appropriate annual insurance registration fee of \$25.00; (3) filed evidence of proper insurance or financial responsibility that is consistent with Rule 2.1; and (4) received approval from the Commission to operate that motor carrier's motor vehicles during that fiscal year in the for-hire transportation of passengers or property.

2.5.b. The requirements of Rule 2.5 do not apply to motor carriers that have, during the appropriate fiscal year, already applied for, and obtained, at least one (1) uniform vehicle identification card and have paid the special annual assessment imposed pursuant to W. Va. Code §§24A-6-4 and 24A-6-6.

2.5.c. Compliance with the requirements of Rule 2.5.a. does not relieve any motor carrier of any responsibility to comply with the provisions of Chapter 24A of the W. Va. Code that apply to motor carriers that are not exempt carriers.

2.6. Qualifications as a self-insurer; policies and certificates of insurance; other securities or and agreements; bonds and insurance policies.

2.6.a. The Commission will give consideration and may approve the application of a motor carrier to qualify as a self-insurer if such carrier furnishes a true and accurate statement of its financial condition and other evidence which will establish, to the satisfaction of the Commission, the ability of such motor carrier to satisfy its obligations for bodily injury liability, property damage liability, or cargo liability without affecting the stability or permanency of the business of such motor carrier. The Commission will also consider applications for approval of other securities or agreements and may approve any such applications if it is satisfied that the securities or agreement offered will adequately protect the public.

2.6.b. Each certificate or policy of insurance or surety bond with corporate or individual sureties filed with the Commission for approval must be for not less than the full limits of liability required under these rules. In each case in which the surety on any such bond is a surety company, such company must be one approved and authorized to do business in this State.

2.6.c. Endorsements for policies of insurance, surety bonds, certificates of insurance and applications to qualify as a self-insurer, or for approval of other securities or agreements, and notices of cancellation must be in the forms prescribed and approved by the Commission.

2.6.d. Certificates of insurance, surety bonds, and notices of cancellation must be filed with the Commission in duplicate. Upon receipt and approval by the Commission, one copy will be stamped "received and approved" and returned to the home office of the insurance or surety company.

2.6.e. Insurance policies and surety bonds shall be written in the full and correct name of the individual, partnership, corporation, or other person to whom the certificate or permit is issued. In case of a partnership, all partners shall be named.

2.6.f. All policies and certificates of insurance filed with this Commission shall denote a definite expiration date. The expiration date shall be at least forty-five (45) days after the date of issuance.

2.6.g. Surety bonds, policies of insurance endorsements or certificates of insurance and other securities and agreements shall not be cancelled until after thirty (30) days' notice in writing from the insurance company, surety or sureties, motor carrier, or other party thereto, as the case may be, has first been given to the Commission at its office in Charleston, West Virginia. The thirty (30) days shall commence from the date such notice is actually received at the office of the Commission.

2.6.h. Motor carriers subject to the jurisdiction of this Commission are hereby required to maintain in effect at all times the security for the protection of the public prescribed by these rules.

2.6.i. Policies of insurance as amended by the endorsements provided by these rules covering bodily injury liability, property damage liability, and cargo liability must be written by insurance companies legally authorized to transact business in this State.

2.6.j. The Commission may, at any time, refuse to accept or may revoke its approval of any surety bond, policy of insurance (or certificate of insurance in lieu thereof), qualification as a self-insurer, or other securities or agreements if, in its judgment, such security does not comply with these rules or, for any reason, fails to provide satisfactory or adequate protection for the public.

**§150-9-3. Rules Applicable to All or Some Motor Carriers.**

3.1. Practice and procedure.

The Rules of Practice and Procedure adopted by the Commission, where appropriate and applicable, shall apply to all motor carriers.

3.2. Filing of tariffs and rate schedules.

3.2.a. Filing Required -- All schedules, rules, regulations, special contracts, and other charges, or modifications of the same, for the transportation of persons or property for hire by motor vehicles shall not become effective until approved by, and filed with, the Commission.

3.2.b. Manner of Filing -- Tariffs containing all the rates, rules, and regulations of each motor carrier shall be filed in the manner prescribed by the Commission in the "Rules for the Construction and Filing of Tariffs" and such other amendments or modifications thereto that may have been, or may hereinafter be, adopted.

3.2.c. Forms for Filing -- The Commission will, upon application, furnish proper forms to be used for the filing of tariffs and applications for changes in rates, fares, and charges.

3.3. Safety rules and regulations; exceptions.

3.3.a. Every motor carrier subject to the Commission's jurisdiction and every private commercial carrier subject to the Commission's safety jurisdiction shall, without regard to whether said carrier is engaged in intrastate or interstate commerce, establish, maintain, and operate said carriers' 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 107, 171, 172, 173, 177, 178, 180, 325, 350, 382, 383, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, and 399 in effect on the effective date of these rules; and in Title 40 CFR part 262 in effect on the effective date of these rules. Copies of said rules and regulations may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

3.3.b. Every commercial vehicle that is operated by any carrier on the public highways of West Virginia, whether engaged in interstate or intrastate commerce, shall be operated in full compliance with the safety rules and regulations listed in the first paragraph of Rule 3.3.

3.3.c. Every motor vehicle of any capacity that is operated in the for-hire transportation of passengers or property by any motor carrier on the public highways of West Virginia, whether engaged in interstate or intrastate commerce, shall be operated in full compliance with the safety rules and regulations listed in the first paragraph of Rule 3.3.

3.3.d. Notwithstanding the provisions of Title 49 CFR part 387, the provisions of Rule 2.1, rather than of Title 49 CFR part 387, shall govern the filings and limits of insurance or other financial responsibility that relate to the intrastate for-hire transportation of passengers upon the public highways of West Virginia and the intrastate for-hire transportation of nonhazardous property upon the public highways of West Virginia. Provided, however, that the provisions of Title 49 CFR part 387 shall govern the limits of insurance or other financial responsibility that relate to the intrastate and interstate transportation of hazardous property upon the public highways of West Virginia and the interstate

transportation of passengers and nonhazardous property upon the public highways of West Virginia to the extent that such transportation is subject to financial responsibility and insurance regulation.

3.3.e. For the purposes of 49 CFR 395.1, which relates to hours of service of drivers, the planting and harvesting season in West Virginia runs from the first day of January through the thirty-first day of December of each calendar year, unless and until the West Virginia Legislature designates a different period for the planting and harvesting season in West Virginia.

#### 3.4. Record maintenance and retention.

3.4.a. Every motor carrier shall maintain and retain adequate records to enable the Commission to ascertain the revenues received by, and the expenditures made by, that carrier with respect to activities over which the Commission has rate jurisdiction. Every motor carrier should also maintain and retain adequate records to enable the Commission to ascertain the revenues received by, and the expenditures made by, that carrier with respect to transportation activities over which the Commission may not have rate jurisdiction. Each current or former motor carrier shall retain the records for a period of at least thirty-six (36) months.

3.4.b. Furthermore, all current and former motor carriers shall retain all federal and state income tax forms and related schedules for at least five (5) years after the conclusion of the tax period to which those forms and schedules relate. In addition, current motor carriers must retain indefinitely any papers relating to the initial articles of incorporation or organization, and amendments thereto, and adequate documentation relating to the acquisition and depreciation of existing assets.

3.4.c. The failure by a motor carrier to maintain and retain adequate records may lead to the Commission's dismissal or denial, in whole or in part, of a request by that motor carrier to increase its rates.

3.4.d. The provisions of Rule 3.4 do not apply to motor carriers insofar as they are exempt carriers.

#### 3.5. Applications, documents, and other papers; facsimile filings; electronic filings.

3.5.a. Applications, documents, and other papers shall be filed with the Commission upon the forms prescribed by Section 9 of this series, except that the Commission may accept such other forms of applications, documents, or papers, as the Commission may deem proper, if such applications, documents, or other papers contains the same information required by the prescribed forms. Each such application, document, or paper shall be accompanied by the applicable filing fee required under Rule 3.6. If no filing fee is indicated in said rule for the filing of a specific category of application, document, or paper, the filing may be made free of charge.

3.5.b. For the convenience of an applicant or carrier who prefers not to pay by cash, check, or money order, the Commission may, by general order, establish a surcharge to defray the estimated extra costs of accommodating the particular payment preferences of that applicant or carrier.

3.5.c. The Commission may, by general order, authorize facsimile filings and electronic filings.

#### 3.6. Filing fees.

3.6.a. Application for a certificate of convenience and necessity or for a contract-carrier permit or for the amendment of a certificate or the amendment of a permit: \$100.00

3.6.b. Application for the transfer of a certificate or a permit or for the transfer of several certificates and/or permits from the same transferor or to the same transferee: \$75.00

3.6.c. Application for the merger of two (2) or more corporations or limited liability companies holding separate certificates or permits or of a corporation and a limited liability company holding separate certificates and permits: \$100.00

3.6.d. Application for the acquisition of control of a corporation or limited liability company through acquisition of at least 50% of its stock or membership interest: \$100.00

3.6.e. Annual insurance registration application: \$25.00

3.7. Publication of notice of hearings, of applications, or of petitions.

Notice of a hearing, of an application, or of a petition must be published in accordance with the applicable publication order. Each affidavit of publication of notice of a hearing must be filed with the Commission on or before the day of hearing unless the Commission or Administrative Law Judge specifies a different date. Each affidavit of publication of notice of an application or of a petition must be filed in accordance with the publication order.

3.8. Violation of laws as basis for suspension or revocation of operating authority.

The violation by a motor carrier, or its officer or agent, of any law contained in Chapters 17, 17A, 17B, 17C, 17D, 17E, 24, or 24A of the W. Va. Code, or of any state or federal environmental, health, or income-tax statute or regulation, may, pursuant to the provisions of §24A-2-5(d) and §24A-3-3(d), either as admitted by the motor carrier or as provided in a criminal proceeding, or as admitted by the motor carrier or as proved in a Commission proceeding by a preponderance of the evidence, be sufficient cause for the suspension and/or revocation of the authority of any motor carrier operating under the jurisdiction of the Commission.

3.9. Issuance and transfer of uniform vehicle identification cards with respect to motor vehicles held by same carrier.

3.9.a. Uniform vehicle identification cards shall be issued only in the name under which the authority held by an authorized wrecker company, or the certificate or permit held by a motor carrier, as the case may be, is held.

3.9.b. The transfer of uniform vehicle identification cards shall be authorized, subject to the following rules, restrictions, and limitations: 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 purchased for the new vehicle at an issuance fee of three dollars (\$3.00). Transfers will be permitted only from one motor vehicle to another motor vehicle owned by the same authorized motor carrier. A uniform vehicle identification card issued for a motor vehicle that has been replaced by a motor 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.

3.10. Acquisition and surrender of uniform vehicle identification cards by carriers in cases involving the transfer of certificates or permits.

3.10.a. The approved transferees of one (1) or more certificates of convenience and necessity and/or contract-carrier permits shall acquire new uniform vehicle identification cards and pay the special

annual assessments prescribed by law within a reasonable time following the issuance of the Commission order approving the transfer of the certificates and/or permits.

3.10.b. A motor carrier that has been authorized to transfer one (1) or more certificates of convenience and necessity and/or contract-carrier permits shall, within a reasonable time following the issuance of the Commission order approving the transfer of the certificates and/or permits, surrender to the Commission all uniform vehicle identification cards of the motor vehicles that it will cease operating if and when the transfer is consummated.

3.11. Requirement that motor carrier use name or authorized trade name; compliance with applicable statutes relating to trade names; exceptions.

3.11.a. No motor carrier shall use any trade name unless that name has been authorized for such carrier's use by order of the Commission.

3.11.b. No motor carrier shall apply for, or receive authorization from the Commission to use, a trade name that is the same as, or is deceptively similar to, a name or trade name under which the Commission has already authorized another motor carrier to operate, unless the latter carrier has already ceased motor-carrier operations under that name or trade name.

3.11.c. Before requesting authorization from the Commission to use a trade name or assumed name, every individual, sole proprietorship, or general partnership that holds or seeks authority from the Commission to operate as a motor carrier must first comply with the provisions of W. Va. Code §47-8-2 and must file a certificate of true name in the office of the clerk of the county commission of the county wherein that motor carrier or applicant for motor-carrier authority maintains its principal place of business.

3.11.d. Before requesting authorization from the Commission to use a trade name or assumed name, every business entity organized as a corporation, limited partnership, limited liability partnership, limited liability company, business trust, or voluntary association that holds or seeks authority from the Commission to operate as a motor carrier must first comply with the provisions of W. Va. Code §47-8-4 and must file a certificate of true name in the office of the West Virginia Secretary of State.

3.11.e. The provisions of Rule 3.11.d do not apply to motor carriers insofar as they are exempt carriers.

3.12. Requirement that motor carrier display name or trade name and certificate and/or permit number(s); additional requirement for taxicabs, limousines, and wrecker vehicles; exceptions.

3.12.a. Every motor carrier other than an exempt carrier shall display its authorized trade name (or where no such trade name is authorized, the name in which authority is held) and (except as to wrecker vehicles) at least one of its certificate or permit numbers on each side of each motor vehicle that the motor carrier operates under its operating authority, subject to the following exclusion: excluding, however, any luxury vehicle that the carrier operates as a limousine. The letters of the carrier's authorized trade name or name in which authority is held shall be not less than three (3) inches in height. Temporary placards may be used for leased equipment subject to this series.

3.12.b. In addition to complying with the requirements set forth in Rule 3.12.a., every common carrier by motor vehicle in the transportation of passengers in taxicab service or limousine service shall, on each side of every taxicab or limousine -- other than a luxury vehicle that is operated in limousine service -- that it operates, display the carrier's name or trade name and the location of its principal place of business, in lettering that is at least three (3) inches in height.

3.12.c. In addition to complying with the requirements set forth in Rule 3.12.a, every common carrier by motor vehicle in the transportation of passengers in taxicab or limousine service shall also conspicuously display its rates on the right side of every taxicab or limousine -- other than a luxury vehicle that is operated in limousine service -- that it operates. Each carrier operating under a Commission-approved taxicab-zone-rate structure shall, in each of its vehicles, also display a map, clearly visible to occupants in the rear of the taxicab, showing the territory served, the various zones, and the applicable fares.

3.12.d. In addition to complying with the requirements set forth in Rule 3.12.a, every wrecker company shall also conspicuously display, on each cab door of every wrecker vehicle that it operates, the wrecker company's name or trade name and the location of its principal place of business, in lettering that is at least three (3) inches in height.

3.13. Requirement that motor carriers and private commercial carriers operating in West Virginia obtain and display on their vehicles a United States Department of Transportation identification number; application forms; additional information to be displayed.

3.13.a. Every motor carrier and every private commercial carrier shall, where applicable, obtain and shall, while operating in intrastate or interstate commerce in West Virginia, conspicuously display -- (a) on each motor vehicle operated for hire; (b) on each motor vehicle, operated for any commercial purpose, with a gross vehicle rating of ten thousand one (10,001) pounds or more; (c) on each motor vehicle, operated for any commercial purpose, designed to transport more than fifteen (15) passengers, including the driver; and (d) on each motor vehicle used to transport hazardous materials in a quantity requiring placarding under federal hazardous material regulations, as adopted by the Commission -- on the outside of that vehicle, an identification number issued by the United States Department of Transportation or Commission. This requirement is not applicable to companies that do not own or operate any motor vehicles over which the United States Department of Transportation has safety jurisdiction.

3.13.b. The Commission Staff will maintain application forms to enable carriers to apply for United States Department of Transportation identification numbers.

3.13.c. In addition to displaying the identification number issued by the United States Department of Transportation on each of its commercial motor vehicles, a carrier that owns or operates such vehicles shall also display on them any other identifying information or markings required by 49 CFR §390.21.

3.14. Resident intrastate motor carriers that also hold federal operating authority.

Every motor carrier, resident or domiciled in West Virginia, operating both interstate, under authority granted to it by the appropriate federal agency, and intrastate, under authority granted to it by the Commission, shall pay an amount equal to that proportion of the special assessment fee (provided in subsections (b) (c) and (d) of W. Va. Code §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 operations, both intrastate and interstate, in West Virginia.

3.15. Interruption of service; exceptions.

In any case of interruption of the regular service by any motor carrier of passengers, solid waste, or household goods, in which the interruption is likely to continue for more than forty-eight (48) hours, the motor carrier shall file written notice, within forty-eight (48) hours after the commencement of said interruption, in the office of the Commission's Executive Secretary of the character, cause, and probable

duration of that interruption of service. This requirement does not apply to motor carriers insofar as they are exempt carriers.

3.16. Suspension of certificates and permits because of motor carrier's failure to apply for and obtain Uniform Vehicle Identification Card and to pay special assessment.

3.16.a. Pursuant to the requirements imposed upon motor carriers by W. Va. Code §§24A-6-4 and 24A-6-6, 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.

3.16.b. If, by August 1st of said fiscal year, a motor carrier has not yet applied for and obtained 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.

3.16.c. Every certificate and every permit 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.

3.16.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 card(s) prior to November 1st of said fiscal year. The Commission may expeditiously lift the suspension of each carrier that complies with the requirements set forth in said letter.

3.16.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.

3.16.f. All letters and documents relevant to motor carriers who were suspended on October 1 of a fiscal year in accordance with Rule 3.16.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.

3.16.g. The provisions of Rule 3.16 do not apply to authorized wrecker companies or to motor carriers insofar as they are exempt carriers.

3.17. Prohibition of unauthorized operations and unauthorized charges, tips, and gratuities by common and contract carriers; penalties and sanctions.

3.17.a. No common carrier by motor vehicle in the transportation of passengers, household goods, or solid waste may operate on the public highways of West Virginia without first having obtained certificate of convenience and necessity from the Commission.

3.17.b. No common carrier by motor vehicle in the transportation of passengers, household goods, or solid waste may operate on the public highways of West Virginia outside the territory set forth in its certificate(s).

3.17.c. No contract carrier by motor vehicle in the transportation of passengers, household goods, or solid waste may operate on the public highways of West Virginia without first having obtained a permit from the Commission.

3.17.d. No contract carrier by motor vehicle in the transportation of passengers, household goods, or solid waste may operate outside of the territory set forth in its permit(s).

3.17.e. No wrecker company may operate for hire over the public highways of West Virginia without first having obtained a letter of authorization to do so from the Commission's Transportation Division.

3.17.f. No motor carrier in the transportation of passengers, household goods, or solid waste and no wrecker company, as to a third-party tow, may 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 may any such motor carrier or wrecker company 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.

3.17.g. Any common carrier or contract carrier by motor vehicle in the transportation of passengers, household goods, or solid waste that operates motor vehicles for hire over the public highways of West Virginia 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 Chapter 24 and 24A of the W. Va. Code.

3.17.g. No common carrier by motor vehicle, no contract carrier by motor vehicle, and no officer, employee, or agent thereof, may request, suggest, or solicit the payment of a tip or gratuity for services performed pursuant to a certificate or permit held by that carrier.

3.17.h. The operator of a motor vehicle transporting passengers or property under the authority of a certificate or permit may accept or receive a tip or gratuity offered voluntarily without violating its tariff on file with the Commission.

3.17.i. No motor carrier, and no operator of a motor vehicle operated under the authority of a certificate or permit held by that carrier, may discriminate for or against a member of the public on the basis of a payment, or nonpayment, of a tip or gratuity to an employee or agent of that carrier.

3.17.j. No motor carrier may include in its billing or invoice a tip or gratuity.

3.17.k. A common carrier or contract carrier by motor vehicle may prohibit its employees and agents from receiving or accepting any tip or gratuity for services performed under the authority held by that carrier and may also inform its customers that its employees and agents are prohibited from receiving any tip or gratuity for services performed under the authority held by that carrier.

3.17.l. The provisions of Rule 3.17. do not apply to motor carriers insofar as they are exempt carriers.

3.18. 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 W. Va. Code Chapter 24A or by the rules set forth in this series.

3.19. Acquisition of control of incorporated motor carriers; issuance of stock by incorporated motor carriers; acquisition of control of limited liability companies that are motor carriers; exceptions.

3.19.a. No person shall, before obtaining the Commission's consent and approval to do so, acquire, either directly or indirectly, effective control of any common carrier by motor vehicle or contract carrier by motor vehicle organized in and doing business in West Virginia.

3.19.b. No motor 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 an entity which devotes one (1) or more of its divisions to the provision of a public service set forth in W. Va. Code §24-2-1 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 entity.

3.19.c. The provisions of Rule 3.19. do not apply to an individual who is acquiring control of a wrecker company that does not perform third-party tows.

3.19.d. Any individual or other person that has, after July 1, 2003, acquired control of a wrecker company -- through the acquisition of greater than fifty percent (50%) of its corporate stock, if the wrecker company is a corporation organized and doing business in West Virginia, or through the acquisition of greater than fifty percent (50%) of its membership interest, if the wrecker company is a limited liability company organized and doing business in West Virginia -- shall, within thirty (30) days after the acquisition of control, file a letter, with the office of the Executive Secretary of the Commission, explaining the specifics of that acquisition. The letter shall set forth the name of, address of, and telephone number of, and percentage of ownership interest held by, each former and present holder of greater than ten percent (10%) of the stock or membership interest, as the case may be.

3.20. Consummation of transfer of certificates and permits.

3.20.a. Within a reasonable period of time after the date of a Commission order approving the transfer of a certificate or 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, the date upon which it was consummated.

3.20.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.

3.21. Descriptions of operating authority in applications and orders.

3.21.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 route along which, the holder of said certificate or permit proposes to operate.

3.21.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.

3.21.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 Division 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 Division of Highways.

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

3.21.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 Division of Highways applicable to said routes, with said routes visibly marked on said maps.

3.21.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.

3.22. Rates, fares, and charges by common carriers and contract carriers by motor vehicle.

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

3.22.b. No contract carrier by motor vehicle 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 by motor vehicle 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 by motor vehicle is authorized to operate.

3.23. 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.

3.24. Inspection and examination of land, buildings, equipment, records, and papers of motor carriers, and private commercial 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 private commercial carriers and to inspect and copy any and all accounts, books, records, memoranda, correspondence, and other documents of such carriers.

Every motor carrier and every private commercial carrier shall submit their accounts, books, records, memoranda, correspondence, and other documents for inspection and copying, and shall submit their lands, buildings, and equipment for examination and inspection, to any employee of the Commission upon the oral or written request of such employee.

3.25. Prohibition on use and possession of radar detectors in commercial vehicles; seizure; destruction of radar detectors as contraband.

3.25.a. No person may, while operating a commercial motor vehicle on the public highways of West Virginia, use a radar detector.

3.25.b. No person may, while operating a commercial vehicle on the public highways of West Virginia possess a radar detector. Provided, however, that this prohibition does not apply to a radar detector that both is (a) transported outside the driver's compartment of the commercial vehicle and (b) is completely inaccessible to, inoperable by, and imperceptible to the driver while he or she is operating the commercial motor vehicle. For the purpose of this provision, the driver's compartment of a passenger-carrying commercial motor vehicle shall include all space designed to accommodate the driver and/or the passengers.

3.25.c. Enforcement officers of the Commission may seize, as evidence and/or contraband, any radar detector that is used or possessed in violation of Rule 3.25.

3.25.d. Upon order of the Commission, after notice has been given to the operator of, owner of, and, where applicable, the lessee of, a motor vehicle in which a radar detector was used or possessed in violation of the first paragraph of Rule 3.25, the radar detector may be destroyed as contraband.

3.26. Requirement that motor carriers inform customers of regulatory jurisdiction of Commission.

Every bill or invoice issued by, or on behalf of, a motor carrier of passengers in limousine service or taxicab service, or by, or on behalf of, a motor carrier of household goods or solid waste, must include the following words in bold capital letters:

**THE RATES AND PRACTICES OF THIS MOTOR CARRIER ARE REGULATED BY THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA. IF YOU FEEL THAT YOU HAVE BEEN OVERCHARGED OR TREATED UNFAIRLY, YOU MAY CALL 1-800-642-8544 TO OBTAIN INFORMATION ABOUT FILING A COMPLAINT.**

3.27. Binding estimates by common carriers by motor vehicle of household goods.

3.27.a. Upon a request filed by the individual who is to pay for the transportation of household goods (the customer), every common carrier by motor vehicle of household goods shall provide a binding estimate for transportation and related services furnished by said carrier in accordance with the following criteria:

3.27.a.1. Every binding estimate must be in writing and must be signed by representatives of both the customer and the carrier;

3.27.a.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 customer;

3.27.a.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;

3.27.a.4. Any binding estimate may be revised, through the 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; and

3.27.a.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 customer.

3.27.b. Provided, however, that upon a request by the customer, 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 customer and the carrier, and shall be effective for the same period as the binding estimate.

#### **§150-9-4. Rules and Regulations Applicable to Motor Carriers Transporting Passengers.**

##### 4.1. Transportation of property by motor carriers of passengers.

4.1.a. A motor carrier authorized to transport passengers may also transport property if the transportation of property is performed in a safe and lawful manner.

4.1.b. Passenger-carrying vans regulated by the Commission must be equipped with a device to secure any item that could become a projectile, including but not limited to carry-on luggage, tools, tires, jacks or like items.

##### 4.2. Safety and sanitation in vehicles in which passengers are transported.

All motor vehicles in which passengers are being transported in intrastate common or contract carriage in West Virginia shall be maintained in a safe, clean, and sanitary condition at all times.

##### 4.3. Use of taxicab by several different passengers at the same time.

4.3.a. When an individual or individuals engage a taxicab for transportation under the rates fixed by approved tariffs, no other individual, or individuals, may be transported in such taxicab unless, before the trip is started, the driver of such taxicab obtains the consent of the original passenger, or passengers, to pick up additional passengers on the trip. In the event such permission is not so obtained before the trip is started, the driver shall not seek such permission in the course of the trip, and no additional persons shall be picked up thereon. Service shall not be denied to the original passenger because of the refusal of that individual to grant such permission.

4.3.b. If several individuals who have boarded a taxicab at one location choose to be transported to a single common destination, the driver of the taxicab shall charge them at rates fixed by the applicable tariff as if they are all members of the same party unless they are unwilling to agree on how to apportion the fare among themselves. If they are unable to agree on how to apportion the fare, the taxicab driver shall still charge the same total fare as if they are all members of the same party but shall apportion the fare equally among those individuals.

4.3.c. If several individuals who have boarded a taxicab at one location choose to be transported to different destinations, the driver shall, for each separate destination, charge the individual or individuals leaving the taxicab at that destination as if that individual or those individuals were the only passenger or passengers in the taxicab.

#### 4.4. Taxicab stopovers.

When two (2) or more passengers, not members of the same party, are being transported in taxicab service, no stopover for the purpose of permitting any passenger, or passengers, to leave and return to the cab, shall be made until any other passenger, or passengers, have been delivered to his, her, or their destination. This provision may be waived upon the consent of the affected passengers.

#### 4.5. Service by taxicabs in entire operating territory.

4.5.a. No individual shall be denied taxicab service merely because he or she desires transportation in a direction or to a destination other than that in which, or to which, the taxicab driver desires to operate. This prohibition does not apply to a proposed trip that a common carrier by motor vehicle in the transportation of passengers in taxicab service lacks operating authority to make.

4.5.b. A common carrier by motor vehicle in the transportation of passengers in taxicab or limousine service shall not direct or permit any taxicab driver or limousine driver to limit transportation of passengers from any specific area of origination to any specific destination or territory other than the complete territory authorized under that carrier's certificate(s).

4.5.c. For trips in which the destination is estimated to be more than ten (10) road miles from the point of origination, the driver of a taxicab may, prior to commencing the trip, require that the passenger or passengers advance the driver up to one half of the total estimated charge for that trip.

#### 4.6. Unauthorized persons within taxicabs.

No individual other than the driver shall be allowed within any taxicab unless that other individual is a fare-paying passenger actually being transported, except when the training or supervision of a driver is authorized by the certificate holder.

#### 4.7. Responsibility for servicing and maintenance.

The holder of a certificate authorizing operation in taxicab service shall be responsible for the servicing and maintenance of each vehicle operated under such certificate and that responsibility shall not be delegated to a driver, except as provided in Rule 4.8. and P.S.C. W. Va. M.C. Form No. 55. Nor shall any driver be required to pay for such servicing or maintenance, except as provided in Rule 4.8. and P.S.C. W. VA. M.C. Form No. 55.

#### 4.8. Taxicab leasing; leased equipment.

4.8.a. No certificate holder shall lease or rent a motor vehicle to the driver thereof for use as a taxicab except as provided by P.S.C. M.C. Form No. 55.

4.8.b. The holder of a certificate authorizing operation in taxicab service may lease from another person (the lessor) any or all equipment necessary or convenient for operations under said certificate. The lessor of such equipment shall not be directly or indirectly involved in the operation of said equipment, which shall remain under the exclusive direction and control of the certificate holder (lessee) for the duration of the lease.

#### 4.9. Inspection facilities.

Every motor carrier authorized to transport passengers shall provide sufficient facilities and assistance to Commission personnel for the purpose of conducting vehicle safety inspections. Such facilities shall include the use of a lift and floor jack.

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

A 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.

#### 4.11. Taxicab metering.

Every common carrier by motor vehicle of passengers in taxicab service shall be required to equip each motor vehicle operated by it for the transportation of passengers in taxicab service with a taximeter which shall be used for computation of taxicab fares according to the carrier's authorized tariff.

#### 4.12. Taxicab and limousine inspection.

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.

#### 4.13. Requirement that limousines and taxicabs have working seatbelts for driver and all passengers.

Every limousine and every taxicab must have working seatbelts for the driver and for all other individuals who are being transported in the limousine or taxicab.

4.14. Requirement that common carriers by motor vehicle operate motor vehicles as buses, limousines, or taxicabs.

4.14.a. Any applicant for common carrier authority to transport passengers must, in a single application, apply to do one of three (3) things: (1) transport passengers in bus service, (2) transport passengers in limousine service, or (3) transport passengers in taxicab service.

4.14.b. If a certificate authorizing a common carrier by motor vehicle to transport passengers does not indicate a specific type of service (bus, limousine, or taxicab), that certificate shall, after January 1, 2003, be interpreted to authorize its holder to transport passengers in limousine service. After January 1, 2003, the holder of that certificate must comply with the rules in this series that apply to limousine service.

### **§150-9-5. Rules and Regulations Applicable To Wrecker Companies.**

#### 5.1. Prohibition of for-hire third-party towing by unauthorized wrecker company.

No wrecker company, other than an authorized wrecker company, shall transport motor vehicles for hire, by wrecker truck.

5.2. Authorization and printed invoice required for third-party tow; necessary information; period for retention of records.

5.2.a. No wrecker company, other than an authorized wrecker company, may charge for wrecker service, or for services incidental to wrecker service.

5.2.b. No wrecker company may charge for wrecker service, or for services incidental to wrecker service, with respect to a third-party tow, unless the proposed charge is upon a printed invoice executed in duplicate.

5.2.c. One copy of the invoice for wrecker service shall, prior to payment, be presented to the individual who makes payment for such wrecker service.

5.2.d. The wrecker company shall retain a copy of each invoice for wrecker service with respect to a third-party tow for a period of at least three (3) years after the last date of service by the wrecker company with respect to that third-party tow.

5.2.e. The wrecker company shall include the following information on every invoice with respect to a third-party tow:

5.2.e.1. the name, trade name, if any, address, and telephone number of the wrecker company;

5.2.e.2. the date and time that the request for service was received and the full name, address, and telephone number of the individual who requested the wrecker service;

5.2.e.3. the name, address, and telephone number of the owner of the towed vehicle;

5.2.e.4. the license plate number of, and the date, time, and place of departure of, the wrecker vehicle;

5.2.e.5. the place from which the vehicle to be towed was transported;

5.2.e.6. the date and time that the wrecker vehicle arrived at the place where the vehicle to be towed was located;

5.2.e.7. the place to which the towed vehicle was transported and the time that it arrived there;

5.2.e.8. the date and time that the wrecker vehicle returned to the base of operations or was dispatched pursuant to the next call, whichever came first;

5.2.e.9. the make and license plate number of the towed vehicle;

5.2.e.10. an itemization of the charges for towing, storage time, or any other service rendered pursuant to the wrecker company's tariff;

5.2.e.11. a schedule including the Commission-approved rates and charges in the wrecker company's tariff on file with respect to third-party tows (which schedule may appear on a subsequent page, or back of a page, if referenced on the front page in bold letters);

5.2.e.11.A. the following words which must appear on the front of the invoice in bold capital letters:

**THE RATES AND CHARGES FOR THIRD-PARTY-TOW 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 AT THE FOLLOWING ADDRESS: EXECUTIVE SECRETARY, PUBLIC SERVICE COMMISSION OF WEST VIRGINIA, P. O. BOX 812, CHARLESTON, WV 25323.**

5.2.e.12. a line for the signature of the individual who requested the service if he or she was available before, while, or after the vehicle was towed;

5.2.e.13. a line for the name and signature of the individual paying for the service; and

5.2.e.14. any additional information used by the wrecker company to identify the vehicle, driver, or customer more specifically.

### 5.3. Prohibition on charging for use of vehicle of unnecessary capacity.

In no case shall the charge for a wrecker vehicle used in a third-party tow be greater than the charge for a wrecker vehicle of the capacity needed to perform the service.

### 5.4. Storage charge.

No charge shall be made for storage service incidental to a third-party tow, unless the wrecker company has complied with Rule 5.9. 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" with respect to a third-party tow shall be assessed pursuant to the wrecker company's tariff and shall be assessed only if the towed vehicle has been stored inside a roofed building. For third-party tows, all other storage shall be considered "outside storage". All such inside storage and all such outside storage shall comply with the provisions of Rule 5.9.

5.4.a. Wrecker companies are encouraged to mail a written notice stating the storage fee and storage location to registered owners of all vehicle stored on their premises.

### 5.5. Revolving light.

Every wrecker vehicle used by a wrecker company must be equipped with a revolving or strobe flashing lighted lamp visible under normal atmospheric conditions from a distance of five-hundred (500) feet. The lamp must be situated on top of the cab or other position, where it can be seen by those approaching the wrecker vehicle from any direction. (NOTE: Before installing the lamp required by this rule, the carrier must obtain an Emergency Vehicle Permit as required by Chapter 17C, Code of West Virginia, and Administrative Regulations promulgated thereunder by the West Virginia Division of Motor Vehicles. West Virginia law also designates the color of the lens for an emergency vehicle light.)

### 5.6. Highway cleanup.

Every wrecker vehicle used by a wrecker company must carry a broom and shovel and the driver of and/or helper on the wrecker vehicle shall, when servicing a wreck leaving debris upon the highway, clean up and remove that debris upon the highway that can be removed by a broom and shovel.

### 5.7. Special equipment.

Every wrecker vehicle used by a wrecker company 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; (e) safety flares; and (f) safety triangles.

#### 5.8. Type of wrecker equipment.

Every wrecker vehicle operated by a wrecker company shall meet the following specifications.

##### 5.8.a. One ton wrecker vehicle.

5.8.a.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.

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

5.8.a.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 5.8.

##### 5.8.b. Two (2) ton wrecker vehicle.

5.8.b.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.

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

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

##### 5.8.c. Three (3) ton wrecker vehicle.

5.8.c.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.

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

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

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

##### 5.8.d. Rollback wrecker vehicle (light).

5.8.d.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 a minimum length of 17 feet.

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

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

5.8.e. Rollback wrecker vehicle (heavy).

5.8.e.1. A truck chassis with a manufacturer's rated capacity of at least fifteen thousand (15,000) 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 rating of at least six (6) tons and a minimum length of 18 feet.

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

5.9. Storage facilities for motor vehicles transported in third-party tows by wrecker companies.

5.9.a. Any authorization by the Commission of a wrecker company to transport motor vehicles for hire shall in no way diminish the wrecker company's responsibility to store its towed vehicles in accordance with Chapter 17, Article 23, of the W. Va. Code, and all lawful rules and regulations promulgated pursuant thereto. The fact that the Commission retains some jurisdiction over the towing of wrecked vehicles shall not in any way diminish the authority of the West Virginia Division of Highways, or of its Commissioner, to regulate any and all storage, be it temporary or permanent, of junked, dismantled, or wrecked motor vehicles, or parts thereof, which have been towed by wrecker companies.

5.9.b. No wrecker company shall store, or deliver to a place of storage, any motor vehicle or part thereof that has been transported thereto pursuant to a third-party tow unless the place of storage is either:

5.9.b.1. a structure fully enclosed by walls and a roof;

5.9.b.2. a salvage yard duly licensed by the Commissioner of Highways, pursuant to W. Va. Code §17-23-3; or

5.9.b.3. a facility which is completely enclosed by a fence, or other suitable barrier, which is both:

5.9.b.3.A. reasonably capable of preventing the theft of the stored vehicles or parts thereof; and

5.9.b.3.B. at least eight (8) feet in height.

5.9.c. A wrecker company shall not, with respect to a third-party tow, store, or deliver to a place of storage, a motor vehicle, or part thereof, which is junked or dismantled or so wrecked that it is not reasonably capable of being returned to an operable condition, unless the place of storage is either:

5.9.c.1. a structure fully enclosed by walls and a roof;

5.9.c.2. a salvage yard which has been both:

5.9.c.2.A. issued a license by the Commissioner of Highways, pursuant to W. Va. Code §17-13-3; and

5.9.c.2.B. issued a salvage-yard permit by the county planning commission or other appropriate county agency having jurisdiction over the place of storage; or

5.9.c.3. a facility which is operated as a place for the occasional, but temporary, storage of junked, dismantled, or totally wrecked motor vehicles, or parts thereof, in compliance with paragraph 5.8.d of this Rule.

5.9.d. A wrecker company may temporarily store a junked, dismantled, or totally wrecked motor vehicle, or part thereof, in a facility owned by that operator if:

5.9.d.1. the facility is completely enclosed by a fence, or other suitable barrier, which is both:

5.9.d.1.A. reasonably capable of preventing the theft of the stored vehicle or part thereof;  
and

5.9.d.1.B. at least eight (8) feet in height;

5.9.d.2. that vehicle, or part thereof, is both:

5.9.d.2.A. stored at least twenty (20) feet from the paved section of the nearest street, road, or highway; and

5.9.d.2.B. completely secluded from view from any and all nearby points off the premises, or completely covered by some form of opaque material; and

5.9.d.3. no more than three (3) such vehicles are stored at the same time at the same facility.

5.9.e. For the first thirty (30) days during which a wrecked vehicle is stored, the burden of demonstrating that the vehicle is not reasonably capable of being returned to an operable condition shall be upon the Commission or its employees. When that initial thirty-day storage period has passed, the burden of proof shall shift to the wrecker company, which must then either:

5.9.e.1. demonstrate that the vehicle is reasonably capable of being returned to an operable condition; or

5.9.e.2. ensure that the vehicle is stored at one of the places of storage described in paragraph 5.9.c of this section.

5.10. Prohibition on temporarily leaving or parking towed vehicles next to public highway; exception.

5.10.a. Except as provided in Rule 5.10.b, no wrecker company shall, even temporarily, leave or park a towed motor vehicle, or portion thereof, within twenty (20) feet of the nearest section of paved public highway unless the towed motor vehicle, or portion thereof, is separated from the public highway by a fence, guardrail, or other physical barrier that would prevent a motor vehicle traveling along the public highway from colliding with the parked towed vehicle, or portion thereof.

5.10.b. The prohibitions in this rule shall not apply to the placement of motor vehicles, or portions thereof, within one-half mile of the scene of an accident or of a traffic blockage involving those motor vehicles. Provided, however, that the wrecker company or companies involved in making such placement shall transport such motor vehicles, or portions thereof, to an appropriate storage facility or

other appropriate destination as soon as is practicable after the accident scene has been cleared or the traffic blockage has been eliminated.

5.11. Prohibition on transporting towed vehicle without conspicuous illumination.

In addition to complying with safety rules that have been promulgated by the United States Department of Transportation and incorporated by reference in Rule 3.3, every wrecker company that tows a motor vehicle must ensure that the illumination of the rear part of the towed vehicle is conspicuous and bright enough to alert nearby motorists of the location of the end of the vehicle that is being towed. To accomplish this, the wrecker company shall, where appropriate, use conspicuous reflectors.

**§150-9-6. Rules Applicable To Motor Carriers Transporting Solid Waste.**

6.1. Application of rules.

The rules in this section shall apply to all motor carriers engaged in the transportation of solid waste.

6.2. Conditions of service.

6.2.a. With respect to a residential customer, a common carrier by motor vehicle of solid waste shall not be required to pick up solid waste unless it has been placed by that customer at 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 individuals who are incapacitated by illness or disability or where circumstances make curbside or roadside placement of solid waste either impractical or unreasonable.

6.2.b. Every motor carrier of solid waste shall maintain all motor vehicles used in the transportation of solid waste in a proper and sanitary operating condition.

6.2.c. Every motor carrier of solid waste in residential service shall provide and maintain a regularly scheduled pickup service. Exceptions to the regularly scheduled pickup service shall be made only for reasons beyond the carrier's control. The carrier shall give each residential customer the schedule of pickup service to be provided.

6.2.d. To allow its customers to communicate with it, every motor carrier of solid waste shall be reachable by telephone during normal business hours and shall attempt to respond to telephone messages by customers within twenty-four (24) hours of any telephone message left by a customer during normal business hours. All telephone service from places within the carrier's certificated territory to the carrier's telephone number(s) shall be toll-free.

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

6.2.f. Every motor carrier of solid waste shall establish at least two (2) payment options, including the United States Mail and a designated place convenient to a majority of the carrier's customer.

6.2.g. Except as to the transportation of bulky goods, a common carrier by motor vehicle of solid waste may refuse to collect solid waste from a residential customer unless that solid waste is in a suitable, waterproof container with a loaded weight of thirty (30) pounds or less. For purposes of this rule, the term "container" shall include plastic bags and garbage cans.

6.2.h. A motor carrier of solid waste may refuse to collect solid waste that was not generated by the individuals residing in the household of a subscribing residential customer.

6.2.i. A motor carrier of solid waste may not impose a specific bag, quantity, or weight limit on waste generated by a residential customer without prior approval by the Commission.

6.2.j. Motor 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.

6.2.k. A motor carrier of solid waste in residential service is not required to collect and transport automotive components, parts, or frames that weigh more than two hundred (200) pounds each. A residential customer should use an authorized wrecker company to transport such items to a salvage yard or other appropriate destination.

6.2.l. A motor carrier of solid waste is not required to collect and transport from a subscribing residential customer household any construction and demolition debris that was not generated by projects located on the property of that subscribing residential customer household.

6.2.m. The compensation for the collection and transportation of construction and demolition materials and tires with a radius greater than 16.5 inches from subscribing and non-subscribing residents shall be negotiated between the resident and the solid waste motor carrier.

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

6.2.o. A motor carrier of solid waste shall be responsible for cleaning up any solid waste spilled by it when making pickups.

6.2.p. Nothing in Rule 6.2. shall be construed to require a motor carrier of solid waste to collect or transport materials that the solid waste facilities used by that carrier can lawfully refuse to accept.

6.2.q. A motor carrier of solid waste may identify residential customers by use of identification stickers, provided that subscribing customers shall continue to receive service in the event an identification sticker becomes lost or stolen.

6.2.r. Upon notice to its customers, a motor carrier of solid waste may require residential customers to properly dispose of hypodermic needles as a condition of service.

### 6.3. Termination of service for nonpayment of bill.

6.3.a. Unless otherwise provided in the tariff of a motor carrier of solid waste, a bill is due at the end of the period of service for which a bill, coupon, or voucher, as the case may be, has been issued. Upon providing written notice, as hereinafter set forth in this Rule, a motor carrier of solid waste may terminate service to any customer who has failed to pay any one bill within thirty (30) days after the due date.

6.3.b. Notice of termination of service shall be in writing and shall be given by United States Mail at least seven (7) days prior to the termination of service. Such notice shall specifically inform the

customer that his service will terminate as of a specified date. The notice shall include a statement that West Virginia law requires citizens to properly dispose of solid waste, either by subscribing to solid waste collection service, or by the resident transporting his or her own solid waste to a solid waste facility.

#### 6.4. Participation in recycling programs.

6.4.a. Every motor carrier of solid waste shall participate in a recycling program which attempts to address at least thirty (30) percent of the waste stream generated by said carrier's customers.

6.4.b. To recover additional estimated costs associated with the recycling program, any motor carrier of solid waste may apply for the approval of a surcharge to be applied to all of that carrier's customers.

#### 6.5. Furnishing list of customers, or of non-subscribing waste generators, to solid waste authorities.

Every common carrier of solid waste shall, on an annual basis, provide a listing of its industrial, commercial and residential customers, including names and service addresses or, in the alternative, a listing of the names and addresses of non-subscribing waste generators in its service area, to each county or regional solid waste authority having jurisdiction in the carrier's operating territory and to the West Virginia Division of Environmental Protection Solid Waste Management Board. The express purpose of this Rule is to assist such authorities in enforcing W. Va. Code §22C-4-10 and other applicable laws.

6.6. Establishment of monthly bulky goods collection service available to all households located in motor carrier's operating authority.

6.6.a. Every motor carrier of solid waste shall provide regularly scheduled monthly bulky goods collection service available to all households located in that carrier's operating territory.

6.6.b. To recover additional estimated costs associated with implementation of bulky goods collection service, any such carrier may apply to the Commission for approval of (a) surcharges to be applied to all of that carrier's regular residential customers and/or (b) a schedule of charges to be applied to all other individuals located in that carrier's operating territory who request bulky goods collection service from that carrier.

6.6.c. A motor carrier of solid waste may propose a surcharge not to exceed one dollar (\$1.00) per subscribing residential customer per month and not be required to file the information required by Rule 42 of the Commission's tariff rules. Proposed surcharges in excess of one dollar (\$1.00) per subscribing residential customer per month must include the required Rule 42 information. The Commission may, by general order, raise this surcharge above one dollar (\$1.00) per subscribing residential customer per month.

6.6.d. To enable it to reasonably predict the number and size of bulky goods for collection on a monthly bulky goods collection date, a motor carrier of solid waste may require that customers place bulky goods on the curbside by 7:00 a.m. on the last day that it conducts its regular household waste collection that precedes the date of that carrier's monthly bulky goods collection. The carrier shall mail, on an annual basis, written notice of its bulky goods collection schedule to all existing residential customers and shall mail written notice of the schedule to each new customer as follows:

"Your service includes monthly removal of oversized items including, but not limited to refrigerators, washing machines, clothes dryers, dishwashers, ovens, stoves, microwave ovens, and other appliances; televisions; home computers; air conditioners; bicycles; furniture; waste tires off the rim, having a radius of no more than 16.5 inches, from automobiles, from pickup trucks from motorcycles, from all-terrain, vehicles, and from farm tractors; and other items, not included in the above, that are at

least three (3) feet in length, width, or height or at least fifty (50) pounds in weight. Bulky goods pick-up in your neighborhood will occur each month on [carrier to insert day/week of the month].

The following items are not included in bulky goods service and your solid waste collector may refuse to pick them up: (a) automotive components, parts, or frames that weigh at least two hundred (200) pounds each; (b) automotive parts, such as motors and transmissions, that have a high density; (c) hazardous waste; (d) items that can be easily divided and placed into bags, boxes, or other containers, less than three (3) feet high, long, or wide, that, with contents, weigh less than fifty (50) pounds each; and (e) construction and demolition debris generally.

This service is designed to eliminate the illegal disposal of oversized items."

6.6.e. These provisions shall not preclude a customer and a carrier from negotiating a price for a collection of bulky or other goods on a date other than the carrier's regularly scheduled monthly bulky goods collection service.

6.7. Annual written agreements between common carriers by motor vehicle of solid waste and their commercial customers.

6.7.a. Every common carrier by motor vehicle of solid waste shall, on an annual basis, enter into a written agreement with each of its commercial customers.

6.7.b. Every agreement under Rule 6.7 shall be drafted in accordance with the Commission's general orders governing such agreements.

6.7.c. Every agreement under Rule 6.7 shall state that the Commission has jurisdiction to ascertain the appropriate rate for the service described in the agreement upon application by the commercial customer, if there is a dispute about the appropriate rate and that the Commission may raise, lower, or modify the rates set forth in the agreement without permission from the commercial customer.

#### **§150-9-7. Temporary Authority.**

7.1. Temporary authority -- The Commission may grant temporary authority upon an application for a certificate or permit to operate as a common or contract carrier by motor vehicle if it appears that the granting of such authority will not operate to the detriment of any authorized common or contract carrier serving the territory and if the Commission has reason to believe that no common or contract carrier would protest the application for such authority.

7.2. Publication of notice.

Except in cases of emergency, no temporary authority will be granted under the provisions of Rule 7.1. until notice of the application for such authority has been published not less than three (3) days prior to the granting of such authority in a newspaper of general circulation in the county, or counties, of operation.

7.3. No presumption.

The granting of any authority under Rule 7.1. shall not create a presumption that corresponding permanent authority will be granted.

7.4. Surrender of uniform vehicle identification cards.

In the event that an applicant receives temporary authority under Rule 7.1. but corresponding permanent authority is denied following a hearing on the application, the applicant shall surrender all Uniform Vehicle Identification Cards to the Commission and no refund of any fees or assessments, or portions thereof, shall be made.

#### 7.5. Required conditions for temporary authority-contract carrier.

The Commission will not grant temporary authority to operate as a contract carrier under Rule 7.1 unless it is established to the satisfaction of the Commission that the rates to be paid will not be less than those charged by common carriers for similar service; that the vehicles of the applicant will not replace those of any authorized common or contract carrier; and that there is no common carrier service available for such transportation. The Commission may accept an affidavit signed by such proper person or official of a company that desires the services of the applicant. The affidavit shall be in the form and effect as prescribed under the provisions of Section 9., P.S.C. W. Va. M.C. Form No. 33.

#### 7.6. Application not binding.

Acceptance of any application under the Rules and Regulations provided herein shall not be considered as requiring the Commission to grant the authority for which application is made. Acceptance of an affidavit as prescribed in Rule 7.5. and as set forth by Section 9., P.S.C. W. Va. M.C. Form No. 33, shall not be conclusive but the Commission may require such further evidence as it deems necessary.

#### 7.7. Fees and assessments.

The fees and assessments for carriers authorized under Rule 7.1 shall be the same as for carriers with permanent authority.

### **§150-9-8. Leased Equipment.**

#### 8.1. Leasing of equipment by motor carriers; exceptions.

A motor carrier of passengers or property may acquire by lease the entire amount of equipment operated under its authority. However, that motor carrier may not, without prior approval from the Commission, obtain that equipment from another motor carrier or public utility.

#### 8.2. Uniform vehicle identification cards.

Uniform Vehicle Identification Cards shall be issued in the name of the carrier under whose authority the equipment is to be operated.

#### 8.3. Construction of lease.

No lease of vehicles shall be construed to confer upon the lessee any right to operate under the authority held by the lessor.

#### 8.4. Certificate of lease.

No leased equipment may be operated by any common or contract carrier until a Certificate of Lease as prescribed in Section 9., P.S.C. W. Va. M.C. Form No. 31, is filed with the Commission, and the lessee common or contract motor carrier obtains in its name a Uniform Vehicle Identification Card and/or pays the prescribed special annual assessment for the vehicle so leased.

#### 8.5. Control of leased equipment.

Equipment leased by a common or contract carrier by motor vehicle from another company shall be under the exclusive direction and control of the lessee for the duration of the lease.

#### 8.6. 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:

8.6.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;

8.6.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;

8.6.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;

8.6.d. The leased equipment must display appropriate identification showing operation by the lessee during the performance of such transportation (see Rule 3.11).

8.6.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;

8.6.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;

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

8.6.g.1. 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.

#### 8.7. Exceptions.

The provisions of Rules 8.1, 8.2, 8.3, and 8.4 do not apply to the leasing of motor vehicles by motor carriers insofar as they are exempt carriers.

### **§150-9-9. Forms.**

9.1. The following forms are hereby adopted for use in the administration of motor carrier law. The Commission may accept papers in forms other than those prescribed if such papers contain the necessary information and are legible.

9.1.a. 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.

9.1.b. P.S.C. W. VA. M.C. Form No. 3 -- Application for an issuance of Uniform Vehicle Identification Cards for passenger carriers operating partially or wholly in intrastate commerce.

9.1.c. P.S.C. W. VA. M.C. Form No. 4 -- Form used by each carrier when paying the assessment fee required by W. Va. Code §24A-6-6.

9.1.d. P.S.C. W. VA. M.C. Form No. 5 -- Application for permit to operate as a contract carrier by motor vehicle of passengers or property.

9.1.e. P.S.C. W. VA. M.C. Form No. 5-A -- Application for amendment of permit to operate as a contract carrier by motor vehicle of passengers or property.

9.1.f. P.S.C. W. VA. M.C. Form No. 5-B -- Application by contract carrier by motor vehicle to adopt trade name.

9.1.g. P.S.C. W. VA. M.C. Form No. 5-C -- Application by contract carrier by motor vehicle to change trade name.

9.1.h. P.S.C. W. VA. M.C. Form No. 6 -- Application for a certificate of convenience and necessity to operate as a common carrier by motor vehicle of property.

9.1.i. P.S.C. W. VA. M.C. Form No. 6-A -- Application for amendment of certificate of convenience and necessity to operate as a common carrier by motor vehicle.

9.1.j. P.S.C. W. VA. M.C. Form No. 6-B -- Application by common carrier by motor vehicle to adopt trade name.

9.1.k. P.S.C. W. VA. M.C. Form No. 6-C -- Application by common carrier by motor vehicle to change trade name.

9.1.l. P.S.C. W. VA. M.C. Form No. 8 -- Application for a certificate of convenience and necessity to operate as a common carrier by motor vehicle of passengers.

9.1.m. P.S.C. W. VA. M.C. Form No. 8-A -- Application for registration -- charter bus service.

9.1.n. P.S.C. W. VA. M.C. Form No. 11 -- Application for approval of the transfer and assignment of certificate(s) of convenience and necessity and/or permits [to be completed by the present holder of certificate(s) and/or permit(s)].

9.1.o. P.S.C. W. VA. M.C. Form No. 11-A -- Application for approval of the transfer and assignment of certificate(s) of convenience and necessity and/or permits [to be completed by the proposed holder of certificate(s) and/or permit(s)].

9.1.p. P.S.C. W. VA. M.C. Form No. 17 -- Notice of cancellation of motor carrier policies of insurance [for use under insurance rules].

9.1.q. P.S.C. W. VA. M.C. Form No. 18 -- Notice of cancellation of motor carrier surety bonds [for use under insurance rules].

9.1.r. P.S.C. W. VA. M.C. Form No. 21 -- Application for authority to self-insure [for use under insurance rules].

9.1.s. 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 [for use under insurance rules].

9.1.t. P.S.C. W. VA. M.C. Form No. 23 -- Endorsement for motor common carrier policies of insurance for cargo liability [for use under insurance regulations].

9.1.u. 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 [for use under insurance regulations].

9.1.v. P.S.C. W. VA. M.C. Form No. 25 -- Certificate of insurance for motor carrier policies of insurance for cargo liability [for use under insurance rules].

9.1.w. P.S.C. W. VA. M.C. Form No. 31 -- Certificate of lease.

9.1.x. P.S.C. W. VA. M.C. Form No. 33 -- Affidavit of contractor in support of application for permit.

9.1.y. P.S.C. W. VA. M.C. Form No. 35 -- Tariffs of rates, rules, and regulations by common carriers by motor vehicle of passengers or property and by contract carriers by motor vehicle of passengers or property.

9.1.z. P.S.C. W. VA. M.C. Form No. 44 -- Out of Service Vehicle Sticker.

9.1.aa. P.S.C. W. VA. M.C. Form No. 45-A -- Motor Carrier bodily injury liability and property damage liability surety bond [for use under insurance rules].

9.1.bb. P.S.C. W. VA. M.C. Form No. 46 -- Motor common carrier cargo liability surety bond [for use under insurance rules].

9.1.cc. P.S.C. W. VA. M.C. Form No. 49 -- Violation notice.

9.1.dd. P.S.C. W. VA. M.C. Form No. 52 -- Taximeter Inspection Report.

9.1.ee. P.S.C. W. VA. M.C. Form No. 55 -- Taxicab Driver's Lease Agreement and Daily Manifest.

9.1.ff. P.S.C. W. VA. M.C. Form No. 56 -- Citation and Complaint.

9.1.gg. P.S.C. W. VA. M.C. Form No. 57 -- Incident Report -- Hazardous Material.

9.1.hh. P.S.C. W. VA. M.C. Form No. 58 -- Driver/Vehicle Report.

9.1.ii. P.S.C. W. VA. M.C. Form No. 59 -- Carrier Safety/Compliance Review Form.

9.1.jj. P.S.C. W. VA. M.C. Form No. 60 -- Vehicle Registration Approval Form.

9.1.kk. P.S.C. W. VA. M.C. Form No. 62 -- Accident Report.

9.1.ll. P.S.C. W. VA. M.C. Form No. 63 -- Motor Carrier Insurance Registration Form.

9.1.mm. P.S.C. W. VA. M.C. Form No. 64 -- Letter of Insurance Registration.

**NOTE:** P.S.C. W. VA. M.C. Forms Nos. 2, 2-B, 7, 9, 10, 12, 13, 14, 15, 16, 19, 20, 22, 24, 26, 27, 28, 29, 30, 32, 34, 36, 37, 38, 39, 40, 41, 42, 43, 45, 47, 50, 51, 53, 54, and 61 are obsolete and no longer in use. P.S.C. W. VA. M.C. Form No. 48 is removed from these rules and is renumbered and attached to the Commission's Tariff Rules as M.C. Tariff Form 42.

FORMS MAY BE OBTAINED FROM THE SECRETARY OF STATE'S OFFICE.

Return to: Public Service Commission of West Virginia (For PSC use only)
P.O. Box 812
Charleston, WV 25323
ATT: Motor Carrier Section

P.S.C. W. VA. M.C. FORM NO. 5
(M.C. Rule 9.1.d.)

FILING FEE: \$100.00
PHONE: 1-800-247-TRUX FAX: (304)340-0394

CASE NO. \_\_\_\_\_

APPLICATION FOR PERMIT-
CONTRACT CARRIER

Approved: I.D. Number: \_\_\_\_\_

1. Applicant Name \_\_\_\_\_
Address: \_\_\_\_\_
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

2. Name in which permit will read: (If different from Question No. 1) \_\_\_\_\_
3. Proposed certificate/permit holder is: Sole Proprietorship \_\_\_\_\_ Partnership\* \_\_\_\_\_ Corporation\*\* \_\_\_\_\_
Limited Liability Company\*\*\* \_\_\_\_\_

\*attach list of partners. \*\* attach list of principal stockholders and officers \*\*\* Attach list of members

4. Proposed Area of Operation (be specific attach additional information if necessary):
\_\_\_\_\_

5. Net worth of applicant (total assets minus total liabilities): \_\_\_\_\_

6. Does applicant, own, or is he/she an officer in, a company which owns any other motor carrier
certificates? \_\_\_\_\_
If so, attach list of certificate number(s), name of company or companies, and county or counties in which
operations are authorized (if applicable).

7. Passengers or commodities: \_\_\_\_\_

8. Contract with: 1) Name \_\_\_\_\_
Address \_\_\_\_\_
2) Name \_\_\_\_\_
Address \_\_\_\_\_

9. Will the proposed service competes with any other common or contract carrier(s)? \_\_\_\_\_ (If so, attach
list)

10. Is applicant familiar with the Public Service Commission's Rules and Regulations, and applicable law
governing motor carriers?

11. is applicant requesting temporary authority? \_\_\_\_\_

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_
the above-named motor carrier, and that this application has been prepared or examined by me on his/her/its
behalf, and to the best of my knowledge is true, correct, and complete.

AFFIANT \_\_\_\_\_

150CSR9

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_  
(Revised 6-2003)

Return to: Public Service Commission of West Virginia  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section

(For PSC use only)

**P.S.C. W.Va. M.C. FORM No. 5-A**  
(M.C. Rule 9.1.e.)

**FILING FEE: \$75.00**

PHONE: 1-800-247-TRUX

FAX: (304)340-0394

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

**APPLICATION FOR AMENDMENT OF  
PERMIT-CONTRACT CARRIER**

Approved: \_\_\_\_\_ I.D. Number: \_\_\_\_\_

1. Applicant Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Name in which permit will be held: (If different from Question No.1) \_\_\_\_\_  
\_\_\_\_\_

3. Applicant is applying to amend P.S.C. M.C. Permit No. \_\_\_\_\_ to (please describe): \_\_\_\_\_  
\_\_\_\_\_ (Attach further information if necessary).

4. Contract with: 1) Name \_\_\_\_\_  
Address \_\_\_\_\_  
2) Name \_\_\_\_\_  
Address \_\_\_\_\_

5. Will the proposed service compete with any other common or contract carrier(s)? \_\_\_\_\_ If so, attach list.

6. Is applicant requesting temporary authority? \_\_\_\_\_

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_  
the above-named motor carrier, and that this application has been prepared or examined by me on his/her/its behalf, and to the best of my knowledge is true, correct, and complete.

AFFIANT \_\_\_\_\_

150CSR9

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

Return to: Public Service Commission of West Virginia (For PSC use only)  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section

**P.S.C. W.Va. M.C. FORM No. 5-B**  
(M.C. Rule 9.1.f.)

**FILING FEE: \$25.00**

PHONE: 1-800-247-TRUX FAX: (304)340-0394

**APPLICATION TO ADOPT TRADE NAME-  
CONTRACT CARRIER**

Approved: I.D. Number:

1. Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Name in which permit reads: (If different from Question No. 1) \_\_\_\_\_

3. Applicant is applying to adopt trade name of \_\_\_\_\_  
under Public Service Commission Motor Carrier Permit No. \_\_\_\_\_, authorizing  
operation as a contract carrier by motor vehicle in the transportation of \_\_\_\_\_

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_,  
the above-named motor carrier, and that this application has been prepared or examined by me on his/her/its  
behalf, and to the best of my knowledge is true, correct and complete.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

Return to: Public Service Commission of West Virginia (For PSC use only)  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section

**P.S.C. W.Va. M.C. FORM No. 5-C**  
(M.C. Rule 9.1.g.)

**FILING FEE: \$25.00**  
PHONE: 1-800-247-TRUX FAX: (304)340-0394

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

**APPLICATION TO CHANGE TRADE NAME-  
CONTRACT CARRIER**

Approved: \_\_\_\_\_ I.D. Number: \_\_\_\_\_

1. Applicant Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Name in which permit reads: (If different from Question No. 1) \_\_\_\_\_  
\_\_\_\_\_

3. Applicant is applying to change trade name from \_\_\_\_\_  
to \_\_\_\_\_ under Public Service Commission Motor Carrier Permit  
No. \_\_\_\_\_, authorizing operation as a contract carrier by motor vehicle in the  
transportation of \_\_\_\_\_.

There will be no change whatsoever in the ownership of the permit, or in the manner or method of  
operation.

**VERIFICATION**

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_,  
the above-named motor carrier, and that this application has been prepared or examined by me on  
his/her/its behalf, and to the best of my knowledge is true, correct and complete.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

Return to: Public Service Commission of West Virginia  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section

(For PSC use only)

**P.S.C. W.VA. M.C. FORM NO. 6**  
(M.C. Rule 9.1.h.)

**FILING FEE: \$100.00**

PHONE: 1-800-247-TRUX

FAX: (304)340-0394.

CASE NO. \_\_\_\_\_

**APPLICATION FOR CERTIFICATE OF  
CONVENIENCE AND NECESSITY-PROPERTY SERVICE**

SECTION 1 (ALL applicants must complete this section.)  
Approved: \_\_\_\_\_ I.D. Number: \_\_\_\_\_

1. Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Name in which certificate will read:(If different from Question No. 1) \_\_\_\_\_

3. Proposed certificate/permit holder is: Sole Proprietorship \_\_\_\_\_ Partnership\* \_\_\_\_\_ Corporation\*\* \_\_\_\_\_  
Limited Liability Company\*\*\* \_\_\_\_\_

\*Attach list of partners. \*\*Attach list of principal stockholders and officers. \*\*\*Attach list of members.

4. Commodity or class of commodities: \_\_\_\_\_

5. Is applicant familiar with the Public Service Commission's Rules and Regulations, and applicable law governing motor carriers? \_\_\_\_\_

SECTION 2 (Complete **ONLY** if applying to transport solid waste or household goods).

1. Proposed Area of Operation (be specific-attach additional information if necessary): \_\_\_\_\_

2. Proposed Rates (be specific-attach additional information if necessary): \_\_\_\_\_

3. Net worth of applicant (Total assets minus total liabilities): \_\_\_\_\_

4. Does applicant own, or is he/she an officer in, a company which owns any other motor carrier certificates? \_\_\_\_\_  
If so, attach list of certificate number(s), name of company or companies, and county or counties in which operations are authorized (if applicable).

5. Do the public convenience and necessity require the proposed service? \_\_\_\_\_

6. If the proposed service competes with any other common or contract carrier, is the existing service adequate? \_\_\_\_\_

**VERIFICATION**

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_,  
the above-named motor carrier, and that this application has been prepared or examined by me on his/her/its behalf,  
and to the best of my knowledge is true, correct, and complete.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

Return to: Public Service Commission of West Virginia (For PSC use only)  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section

**P.S.C. W.Va. M.C. FORM No. 6-A**  
(M.C. Rule 9.1.i.)

**FILING FEE: \$75.00**  
PHONE: 1-800-247-TRUX FAX: (304)340-0394

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

**APPLICATION FOR AMENDMENT OF  
CERTIFICATE-COMMON CARRIER**

Approved: \_\_\_\_\_ I.D. Number: \_\_\_\_\_

1. Applicant Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Name in which certificate reads: (If different from Question No. 1) \_\_\_\_\_  
\_\_\_\_\_

3. Applicant is applying to amend Public Service Commission Motor Carrier Certificate No. \_\_\_\_\_  
to (please describe): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach further information if necessary)

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_,  
the above-named motor carrier, and that this application has been prepared or examined by me on his/her/its behalf,  
and to the best of my knowledge is true, correct and complete.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20 \_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

Return to: Public Service Commission of West Virginia (For PSC use only)
P.O. Box 812
Charleston, WV 25323
ATT: Motor Carrier Section

P.S.C. W.Va. M.C. FORM No. 6-B
(M.C. Rule 9.1.j.)

FILING FEE: \$25.00
PHONE: 1-800-247-TRUX FAX: (304)340-0394

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

APPLICATION TO ADOPT TRADE NAME-
COMMON CARRIER

Approved: \_\_\_\_\_ I.D. Number: \_\_\_\_\_

1. Applicant Name: \_\_\_\_\_
Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Name in which certificate reads: (If different from Question No. 1) \_\_\_\_\_

3. Applicant is applying to adopt trade name of \_\_\_\_\_
under Public Service Commission Motor Carrier Certificate No. \_\_\_\_\_, authorizing
operation as a common carrier in the transportation of \_\_\_\_\_

There will be no change whatsoever in the ownership of the certificate, or in the manner or method of
operation.

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_,
the above-named motor carrier, and that this application has been prepared or examined by me on
his/her/its behalf, and to the best of my knowledge is true, correct and complete.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

Return to: Public Service Commission of West Virginia (For PSC use only)  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section

**P.S.C. W.Va. M.C. FORM No. 6-C**  
(M.C. Rule 9.1.k.)

**FILING FEE: \$25.00**  
PHONE: 1-800-247-TRUX FAX: (304)340-0394

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

**APPLICATION TO CHANGE TRADE NAME-  
COMMON CARRIER**

Approved: \_\_\_\_\_ I.D. Number: \_\_\_\_\_

1. Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Name in which certificate reads: (If different from Question No. 1) \_\_\_\_\_  
\_\_\_\_\_

3. Applicant is applying to change trade name from \_\_\_\_\_  
to \_\_\_\_\_ under Public Service  
Commission Motor Carrier Certificate No. \_\_\_\_\_, authorizing operation as a  
common carrier in the transportation of \_\_\_\_\_

There will be no change whatsoever in the ownership of the certificate, or in the manner or method of operation.

**VERIFICATION**

I swear(or affirm) that I have knowledge of the affairs of \_\_\_\_\_,  
the above-named motor carrier, and that this application has been prepared or examined by me on  
his/her/its behalf, and to the best of my knowledge is true, correct, and complete.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20 \_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

Return to: Public Service Commission of West Virginia (For PSC use only)  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section

**P.S.C. W.Va. M.C. FORM No. 8**  
(M.C. Rule 3.17.a. and 9.1.1.)

**Filing Fee: \$100.00**  
PHONE: 1-800-247-TRUX FAX: (304)340-0394

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

**APPLICATION FOR CERTIFICATE OF  
CONVENIENCE AND NECESSITY - PASSENGER SERVICE**

Approved: \_\_\_\_\_ I.D. Number: \_\_\_\_\_

**CHECK ONE:** Taxi ( ) Limousine ( ) Specialized Limousine ( )  
Regular Route Bus Service ( ) Other ( ) \_\_\_\_\_

1. Applicant Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Name in which certificate will read:(If different from Question No.1) \_\_\_\_\_

3. Proposed certificate/permit holder is: Sole Proprietorship\_\_ Partnership\*\_\_ Corporation\*\*\_\_  
Limited Liability Company\*\*\* \_\_\_\_\_

\*Attach list of partners. \*\*Attach list of principal stockholders and officers. \*\*\* Attach list of members.

4. Proposed Area of Operation (be specific-attach additional information if necessary)  
\_\_\_\_\_  
\_\_\_\_\_

5. Proposed Rates (be specific-attach additional information if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

6. Net worth of applicant (Total assets minus total liabilities): \_\_\_\_\_

7. Does applicant own, or is he/she an officer in, a company which owns any other motor carrier certificates?\_\_ If so, attach list of certificate number(s), name of company or companies, and county or counties in which operations are authorized (if applicable).

M.C. FORM No. 8

- 8. Do the public convenience and necessity require the proposed service? \_\_\_\_\_
- 9. If the proposed service competes with any other common or contract carrier, is the existing service adequate? \_\_\_\_\_
- 10. Is applicant familiar with the Public Service Commission's Rules and Regulations, and applicable law governing motor carriers? \_\_\_\_\_

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_, the above-named motor carrier, and that this application has been prepared or examined by me on his/her/its behalf, and to the best of my knowledge is true, correct, and complete.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

(Revised 5-2012)

Return to: Public Service Commission of West Virginia (For PSC use only)  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section

P.S.C. W.Va. M.C. FORM No. 8-A  
(M.C. Rule 3.17.a. and 9.1.m.)

PHONE: 1-800-247-TRUX FAX: (304)-340-0394

Approved: \_\_\_\_\_ I.D. No: \_\_\_\_\_

APPLICATION FOR REGISTRATION-  
CHARTER BUS SERVICE

1. Applicant's Name: \_\_\_\_\_
2. Company Name (if different from No. 1): \_\_\_\_\_ \*
- \*Note-Name must match exactly with name on insurance filing(s), and with any interstate motor carrier registrations (DOT, FHWA).
3. Applicant's Address: \_\_\_\_\_
- Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
4. Proposed certificate/permit holder is: Sole Proprietorship \_\_\_\_\_ Partnership\* \_\_\_\_\_ Corporation\*\* \_\_\_\_\_  
Limited Liability Company\*\*\* \_\_\_\_\_
- \*Attach list of partners. \*\*Attach list of principal stockholders and officers. \*\*\*Attach list of members.
5. Net worth of applicant (total assets minus total liabilities): \_\_\_\_\_
6. Is applicant familiar with the Public Service Commission's rules and regulations and applicable law governing motor carriers? \_\_\_\_\_

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_,  
the above named applicant, and that this application has been prepared or examined by me on his/her/its  
behalf, and to the best of my knowledge is true, correct, and complete.

AFFIANT: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_

(Revised 5-2012)

Return to: Public Service Commission of West Virginia (For PSC use only)
P.O. Box 812
Charleston, WV 25323
ATT: Motor Carrier Section

P.S.C. W.VA M.C. FORM NO. 11
(M.C. Rule 9.1.n.)

Filing Fee: \$50.00

PHONE: 1-800-247-TRUX FAX: (304)340-0394

CASE NO. \_\_\_\_\_

APPLICATION FOR TRANSFER OF
CERTIFICATE AND/OR PERMIT

Approved: \_\_\_\_\_ I.D. Number: \_\_\_\_\_

(To be completed by PRESENT holder of certificate/permit):

1. Name in which certificate(s) and/or permit(s) are held:

\_\_\_\_\_

2. Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

3. Certificate(s) and/or permit(s) being transferred:

Table with 3 columns: Certificate/Permit No., Date Issued, Case Number. Includes blank rows for entry.

4. Does present holder of these certificate(s) and/or permit(s) own any other motor carrier certificate(s) and/or permits? If so, please list number(s) of certificate(s) and/or permit(s) and names of county or counties in which operations are authorized, as well as any other business or trade names under which operations are conducted.

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

5. List all assets being transferred with certificate(s) and/or permits. Please note that this application will NOT be accepted for processing unless this question is completed.

Table with 5 columns: Description Of Asset, Date Acquired, Cost, Accumulated Depreciation to Date of Sale, Net Book Value (cost less accumulated depreciation). Includes blank rows for entry.

(Please attach additional sheets if necessary)

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_, the above-named motor carrier, and that this application has been prepared or examined by me on his/her/its behalf, and to the best of my knowledge is true, correct, and complete.

M.C. FORM No. 11

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

Return to: Public Service Commission of West Virginia  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section

(For PSC use only)

PHONE: 1-800-247-TRUX FAX: (304)340-0394

CASE NO. \_\_\_\_\_

**P.S.C. W.VA. M.C. FORM NO. 11-A**  
**APPLICATION FOR TRANSFER OF CERTIFICATE/PERMIT**  
(M.C. Rule 9.1.o.)

(To be completed by **PROPOSED** holder of certificate)

1. Name of proposed certificate/permit holder: \_\_\_\_\_
2. Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_
3. Proposed certificate/permit holder is: Sole Proprietorship \_\_\_ Partnership\* \_\_\_ Corporation\*\* \_\_\_  
Limited Liability Company\*\*\* \_\_\_\_\_

\*Attach list of partners. \*\*Attach list of principal stockholders and officers. \*\*\*Attach list of members.

4. Certificate(s) and/or permit(s) being transferred:  

Certificate/Permit No.	Date Issued	Case Number
_____	_____	_____
_____	_____	_____

5. Does the proposed holder of these certificate(s) and/or permit(s) own any other Motor Carrier certificate(s) and/or permit(s)? If so, please list number(s) of certificate(s) and/or permit(s) and names of counties in which operations are authorized, as well as any other business or trade names under which operations are conducted.  
\_\_\_\_\_

6. Is proposed certificate/permit holder familiar with the present certificate/permit holder's rates and charges which are on file with the Commission? \_\_\_\_\_
7. Is proposed certificate/permit holder familiar with the rules and regulations of the Commission governing motor carriers? \_\_\_\_\_
8. Proposed financing arrangements:  
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): \_\_\_\_\_

**Note-Please 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. Attach additional sheets if necessary.**

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_,  
the above-named motor carrier, and that this application has been prepared or examined by me on his/her/its  
behalf, and to the best of my knowledge is true, correct, and complete.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

Phone: 1-800-247-TRUX

Fax: (304) 340-0394

P.S.C. W. VA. M.C. FORM NO. 31

(M.C. Rule 9.1.w.)

2003-04 CERTIFICATE OF LEASE

\_\_\_\_\_, a motor carrier of property, certifies the need for additional motor vehicle equipment to provide adequate service under authority issued by the Public Service Commission of West Virginia and therefore has leased from:

Owner of Vehicle \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

for a period of not less than 30 days the following described vehicles:

Make & Serial Number: \_\_\_\_\_ Make & Serial Number: \_\_\_\_\_

Make & Serial Number: \_\_\_\_\_ Make & Serial Number: \_\_\_\_\_

Make & Serial Number: \_\_\_\_\_ Make & Serial Number: \_\_\_\_\_

In obtaining Uniform Vehicle Identification Card(s) for said vehicle(s), it is hereby agreed by both parties that the vehicle(s) shall be operated in the lessee's motor carrier service; that the use of said vehicle(s) shall be subject to the **exclusive** direction and control of the lessee for the duration of the lease; and that upon termination of said lease, the owner-lessor will surrender the Uniform Vehicle Identification Card(s) to the motor carrier to be returned to the Public Service Commission for cancellation or transfer through proper procedure.

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

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Motor Carrier or Representative Signature)

Notary Signature \_\_\_\_\_

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

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My Commission expires \_\_\_\_\_

Notary Signature \_\_\_\_\_

\_\_\_\_\_  
(Owner of Vehicle Signature)

A new certificate of lease must be submitted to the Public Service Commission upon application for the transfer of a Uniform Vehicle Identification Card from one leased vehicle to another. A new Certificate of Lease must be filed with the Public Service Commission each fiscal year to accompany applications for Uniform Vehicle Identification Cards. A certificate of lease on file for a previous fiscal year will **not** be recognized for a subsequent fiscal year. No lease will be accepted or approved for a period of less than thirty days duration.

(Revised 6-2003)

Return to: Public Service Commission of West Virginia  
P.O. Box 812  
Charleston, WV 25323  
ATT: Motor Carrier Section  
PHONE: 1-800-247-TRUX FAX: (304)340-0394  
CASE NO. \_\_\_\_\_

(For PSC use only)

**P.S.C. W. VA. M.C. FORM NO. 33**  
**CONTRACT CARRIER BY MOTOR VEHICLE**  
**CONTRACTOR'S STATEMENT IN SUPPORT OF APPLICATION FOR**  
**PERMIT**  
(M.C. Rules 7.5., 7.6., 9.1.x.)

- 1. Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_
- 2. Name and title of person making this statement: \_\_\_\_\_
- 3. Name of applicant whose services company wishes to contract \_\_\_\_\_
- 4. Passengers or commodities to be transported: \_\_\_\_\_
- 5. Proposed area of operation (be specific-attach additional information if necessary): \_\_\_\_\_  
 \_\_\_\_\_
- 6. Rate to be paid to applicant: \_\_\_\_\_
- 7. Duration of proposed contract: \_\_\_\_\_
- 8. Has company made an effort to obtain the services of a common carrier for this purpose? \_\_\_\_\_ If  
 so, please describe: \_\_\_\_\_  
 \_\_\_\_\_

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of \_\_\_\_\_,  
the above-named company, and that this application has been prepared or examined by me on his/her/its  
behalf, and to the best of my knowledge is true, correct, and complete.

AFFIANT \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

(Revised 6-2003)

**P.S.C. W.VA. M.C. FORM NO. 35**  
**(M.C. Rule 9.1.y.)**

**MF-P.S.C. W.Va. No.**

**P.S.C. M.C. CERTIFICATE(S) OR PERMIT(S) NO(S).**

**Rates, Rules, and Regulations Governing  
the Transportation of**

**FILED WITH THE PUBLIC SERVICE COMMISSION OF WEST VIRGINIA**

**Issued** \_\_\_\_\_, **20** \_\_\_\_\_

**Effective** \_\_\_\_\_, **20** \_\_\_\_\_

**Issued by**

**By** \_\_\_\_\_



--

**If this page will not contain all the rates, extra pages of same size may be inserted.**

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

(M.C. Rules 4.7., 4.8., 9.1.ee.)

**TAXICAB LEASE AGREEMENT AND DAILY MANIFEST**

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

This Agreement, made and entered into at \_\_\_\_\_ County, West Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "Lessor", and \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called "Lessee".

**WITNESSETH**

WHEREAS, the Lessor is a common carrier by motor vehicle in the transportation of passengers in taxicab service and owns or holds by a separate lease agreement automobiles which are equipped as taxicabs; 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 4.5 of the Rules and Regulations Governing Motor Carriers, Private Commercial Carriers, and the Filing of Evidence of Insurance and Financial Responsibility by Motor Carriers 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 that 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 antifreeze 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 thereof, 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.

#### STATUS OF LEASE

7. Lessor and Lessee agree that their intent is that Lessee shall be an independent contractor, in that Lessor shall have no right to control or interfere with the Lessee's operation of the taxicab during the term of the lease. As such, Lessee's operation of the taxicab shall be free from interference by Lessor, and subject only to the applicable statutes, regulations, and rules of the Public Service Commission of West Virginia, the State of West Virginia, the County or Municipality in which the Lessee operates the taxicab, and the United States. Lessee further agrees that because of the intent to create this status as an independent contractor, Lessor will not withhold any Federal, State, or city income taxes, or social security taxes or unemployment taxes with respect to payments to him, that he will be liable for and will pay all such taxes and other amounts due from him. It is understood by the parties (Lessors-Lessees) that whether the intent to create the status of independent contractor is successful is dependent on the terms of this Agreement and the actual facts and features of the relationship in a particular case, as distinguished from the name and form given to the relationship by the express words of this Agreement. If the status of the Lessee is found to be that of an independent contractor, then the Lessor has no responsibility to provide coverage under the Worker's Compensation Act of West Virginia for the benefit of the Lessee. If the Lessor is called upon to pay any charges assumed herein by the Lessee, Lessee will reimburse the Lessor upon demand. Lessor shall not be responsible for any injury to Lessee resulting from the use or operation of said taxicab, and the Lessee will insure himself against such injury if he desires such insurance.

## RENTAL FEE

8. 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

9. 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

10. During the period when the vehicle is in the sole care, custody, and control of the Lessee, the Lessee (as between the Lessor and 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.

## CAREFUL AND LAWFUL OPERATION

11. 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 the 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

12. The Lessor agrees to lease said taxicab to the Lessee, with the intent to operate as an independent contractor, for a day-to-day term, which 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-SUBLEASE

13. 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

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. 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

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. 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

19. 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 THEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

LESSEE

LESSOR

\_\_\_\_\_

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

By \_\_\_\_\_

Revised 6/2003

**TAXICAB DRIVER'S DAILY MANIFEST**

DATE	DRIVER'S NAME		CAB NO.	LEASE NO.	TIME OUT	TIME IN	MILEAGE OUT	MILEAGE IN	
					:AM	:AM			
					PM	PM			
TRIPS	EXACT TIME BEGAN	MILEAGE BEGIN	POINT OF PICKUP	POINT OF DISCHARGE	EXACT TIME ENDED	MILEAGE END	NO. OF PASS.	METER CHARGE	ADDL. CHARGE
1									
2									
3									
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P.S.C. W. Va. M.C. Form No. 62  
(M.C. Rule 9.1.kk.)

Public Service Commission of West Virginia Transportation Division Motor Carrier Section Accident Report

\_\_\_\_\_ of \_\_\_\_\_ Trucks

Reporting Investigator I.D./ Badge No. \_\_\_\_\_ Investigator Name \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

1. Date of Accident \_\_\_\_ Mo. \_\_\_\_ Day \_\_\_\_ Yr. 2. Time of Accident \_\_\_\_\_ Hrs. 2a. Form Number \_\_\_\_\_  
2b. Name \_\_\_\_\_ of \_\_\_\_\_ Police \_\_\_\_\_ Agency \_\_\_\_\_

3a. ON: Number or Name of Highway or Street \_\_\_\_\_  
County \_\_\_\_\_  
Township \_\_\_\_\_ or City \_\_\_\_\_

3b. If not at intersection \_\_\_\_ ft. or \_\_\_\_ miles N E S W of \_\_\_\_\_ (nearest highway, street, milepost, bridge, or other landmark)

DRIVER VEHICLE INFORMATION

4a. Truck or bus driver's name: Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

4b. Date of Birth \_\_\_\_ Mo. \_\_\_\_ Day \_\_\_\_ Yr.

Driver's license number \_\_\_\_\_ State \_\_\_\_\_ Class \_\_\_\_\_ End \_\_\_\_\_ Exp. Date \_\_\_\_ Mo. \_\_\_\_ Day \_\_\_\_ Yr.

Medical card Y/N Exp. Date \_\_\_\_ Mo. \_\_\_\_ Day \_\_\_\_ Yr.

4c. Driver's Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_

5a. Carrier Name: \_\_\_\_\_ Vehicle \_\_\_\_\_ Source: Bill \_\_\_\_\_  
Street \_\_\_\_\_ Driver \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

5b. Owner Name: \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

5c. Carrier I.D. Numbers: WV# \_\_\_\_\_  
DOT \_\_\_\_\_  
ICC \_\_\_\_\_

5d. Vehicle I.D. No. (VIN):  
Year \_\_\_\_\_ Make \_\_\_\_\_ Lic. \_\_\_\_\_ State \_\_\_\_\_ GVWR \_\_\_\_\_  
VIN# \_\_\_\_\_  
Year \_\_\_\_\_ Make \_\_\_\_\_ Lic. \_\_\_\_\_ State \_\_\_\_\_ GVWR \_\_\_\_\_  
VIN# \_\_\_\_\_

6. Highway Type: A. Non-Divided (2-way traffic) B. Divided highway, median w/o barrier C. Divided highway w/ barrier D. One way highway or street

7. Environmental Conditions: A. No Adverse Condition B. Rain C. Sleet D. Snow E. Fog F. Rain and Fog G. Sleet and Fog  
H. Other: smog, smoke, blowing sand or dust

---

8. *Road Surface Conditions:*                    A. Dry   B. Wet   C. Snow/Slush   D. Ice   E. Sand, mud, or oil   F. Other

---

9. *Light Condition:*                            A. Dark   B. Dark but lighted   C. Dawn   D. Dusk   E. Daylight

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**M.C. Form No. 62**

**Page 2 of 2**

9a. *Type of Accident Collision Involving:* A. Pedestrian B. Motor Vehicle in Traffic C. Parked Motor Vehicle D. Other

9b. First/Subsequent Harmful Event (s): Jackknife \_\_\_\_\_ Overturn \_\_\_\_\_ Separation of units \_\_\_\_\_ Loss or spillage \_\_\_\_\_  
Explosive \_\_\_\_\_ Fire \_\_\_\_\_ Other \_\_\_\_\_

10. *Accident Results:* Was vehicle towed from scene? Y/N Did any injury require medical treatment, away from scene? Y/N

\_\_\_\_\_ Towed

By: \_\_\_\_\_

11. *Injuries:* \_\_\_\_\_ Total in accident.

12. *Fatalities:* \_\_\_\_\_ Total in accident.

13. *Citation Issued:* Driver Violation Y/N Vehicle Violation Y/N PSC / Other agency \_\_\_\_\_

14. *Apparent Driver Condition:* A. Appeared Normal B. Had been drinking/alcohol Y/N Chemical test administered? Y/N  
C. Illegal drug use? Y/N Chemical test administered? Y/N D. Sick E. Fatigue F. Asleep G. Medication

15. *Vehicle Configuration:* A. Bus B. Single unit truck (2 axle, 6 tires) C. Single unit truck (3 or more axles)  
D. Truck tractor (bobtail) E. Tractor/semi-trailer F. Truck/trailer G. Tractor/doubles H. Tractor/triples I. Heavy truck, cannot classify

16. *Cargo Body Type:* A. Enclosed box B. Cargo tank, dry bulk (e.g. cement, flyash) C. Cargo tank, liquid bulk (e.g. milk) D. Cargo tank, gas bulk  
(flammable) E. Flatbed/platform F. Dump G. Concrete mixer H. Auto transporter I. Garbage/refuse J. Other

17. *Hazardous Materials Involvement:* Hazardous materials present in this vehicle? Y/N Hazardous materials released or spilled during accident? Y/N

Did vehicle have HazMat placard? Y/N Was HazMat incident report filled out? Y/N Was HazMat citation or notice of apparent violation issued? Y/N

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
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Return to: Public Service Commission of West Virginia (For PSC use only)
P.O. Box 812
Charleston, WV 25323
ATT: Motor Carrier Section

P.S.C. W.Va. M.C. FORM No. 63
(M.C. Rule 9.1.11.)

APPLICATION FEE: \$25.00

PHONE: 1-800-247-TRUX FAX: (304)340-0394

MOTOR CARRIER INSURANCE REGISTRATION
FISCAL YEAR 2003-2004

(Effective July 1, 2002 through June 30, 2003) Approved: DOT Number:

NOTE: If your company has, for the 2002-2003 fiscal year, applied for and obtained at least one(1) Uniform Vehicle Identification Card, and paid the special annual assessment fee to the Commission, this form does NOT need to be completed.

- 1. Applicant Name
2. Business Name(if different from Question No. 1)
3. Address: City/State/Zip Phone: Fax: E-mail:
4. Proposed certificate/permit holder is: Sole Proprietorship Partnership\* Corporation\*\* Limited Liability Company\*\*\*
\*Attach list of partners. \*\*Attach list of principal stockholders and officers. \*\*\*Attach list of members.
5. Type of items transported:
6. Required proof of insurance on file with the Commission:

VERIFICATION

I swear (or affirm) that I have knowledge of the affairs of the above-named motor carrier, and that this application has been prepared or examined by me on his/her/its behalf, and to the best of my knowledge is true, correct and complete.

AFFIANT

Sworn to and subscribed before me this day of , 20

NOTARY PUBLIC
My commission expires , 20
County State

(6-2003)

**P.S.C. W.Va. M.C. FORM No. 64**  
(M.C. Rule 9.1.mm.)

**MOTOR CARRIER INSURANCE REGISTRATION**  
FISCAL YEAR \_\_\_\_\_

(Carrier Name)  
(Address)  
(City/State/Zip)

RE: Insurance Registration

This document is evidence that the above carrier has registered with the Public Service Commission of West Virginia for the current fiscal year for insurance purposes and has provided the Commission with proof of commercial liability insurance as required by the West Virginia statutes and Commission regulations.

It is understood that the carrier's insurance registration may be revoked by the Commission at any time if, for any reason, satisfactory or adequate protection is not provided for the public by this motor carrier. For more information, contact:

Public Service Commission of West Virginia  
Motor Carrier Section  
P.O. Box 812  
Charleston, WV 25323  
304-340-0417

Mail to:  
(Company Name)  
(Address)  
(City/State/Zip)