

Rules and Regulations Governing Transportation provided by Motor Carriers of Property

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PUBLIC UTILITIES COMMISSION
DIVISION OF PUBLIC UTILITIES AND CARRIERS
PROVIDENCE, RHODE ISLAND

RULES AND REGULATIONS

GOVERNING THE TRANSPORTATION PROVIDED BY MOTOR CARRIERS OF
PROPERTY

Thomas F. Ahern, Administrator
William A. Maloney, Associate Administrator - Motor Carrier Division

EFFECTIVE DATE: September 13, 1990
Updated: March 1993

TABLE OF CONTENTS

Rule No.

1. DEFINITIONS
 2. HEARINGS - PROCEDURE
 3. TRANSFER OF OPERATING RIGHTS
 4. FORM AND PREPARATION OF TARIFFS
 5. FILING CONTRACTS AND SCHEDULE OF RATES
 6. MAINTENANCE OF OFFICE IN RHODE ISLAND
 7. VEHICLE MARKING AND IDENTIFICATION
 8. PRESERVATION OF RECORDS
 9. INFORMATION REQUIRED ON SHIPPING DOCUMENTS
 10. MOTOR CARRIER RECORDS AND REPORTS
 11. NOTIFICATION REQUIREMENTS FOR CERTIFICATED TOWING COMPANIES
 12. LIABILITY AND CARGO INSURANCE FILINGS
 13. ISSUANCE OF TEMPORARY PERMITS TO INTERSTATE TRUCKERS
 14. GENERAL LEASE PROVISIONS
 15. SAFETY REGULATIONS
 16. PENALTY
-

Rule No. 1 - DEFINITIONS

(Definitions of words or phrases as used herein)

Administrator

The Public Utilities Administrator within the Rhode Island Public Utilities Commission, Division of Public Utilities and Carriers.

Agency Tariff

A tariff issued by a publishing agent for one or more certified common or contract carriers under power of attorney issued by the carrier.

Applicant

A person or persons filing an application.

Classification

A tariff containing a list of articles or commodities and the class ratings to which they are assigned for the purpose of applying class rates.

Class Rates

A rate which applies on one or more various articles according to the class ratings to which they are assigned.

Commodity Rate

A rate published to apply to a commodity specifically named or described.

Common Carrier

Any person who or which undertakes, whether directly or by any other arrangement to transport property, or any class or classes of property, by motor vehicle, between points within this state, for the general public, for compensation, over the publicly used highways of this state, whether over regular or irregular routes.

Contract Carrier

Any person who or which engages in transportation by motor vehicle of property in intrastate commerce, for compensation (other than transportation referred to in the preceding paragraph), under continuing contracts with one (1) person or an unlimited number of persons for the furnishing of transportation services of a special and individual nature required by the shipper and not generally provided by common carriers.

Division

Rhode Island Public Utilities Commission, Division of Public Utilities and Carriers.

Intervenor and/or Protestant

A person permitted to intervene in a proceeding to protect an alleged interest.

Lessee

Motor Carrier leasing the vehicle.

Lessor

Individual or party owning the vehicle to be leased by the motor carrier.

Tariff

A publication containing rates, charges, classifications, or ratings.

Transferee

A person who seeks to acquire a certificate or permit from a transferor.

Transferor

A person who seeks to sell or assign a certificate or permit.

Rule No. 2 - HEARINGS-PROCEDURES

(a) Applications filed for the purpose of securing an interstate carrier permit will not be subject to a formal hearing.

(b) Any individual may appear before the Administrator in his own behalf. A party may be represented by an attorney or by a registered "practitioner" before the Interstate Commerce Commission.

(c)

(1) A protest filed with the Administrator, against the granting of an application, shall set forth specifically the ground or grounds upon which it is made and shall contain a concise statement of the interest the protesting party has in the proceeding. A protest shall be filed in writing within seven (7) days after notice of the filing has been given to the public by legal notice in the Providence Journal. A copy of any protest filed with the Administrator under this rule shall be served simultaneously upon the applicant.

(2) Protestants who have satisfied the requirement set forth in paragraph (c) (1) shall be treated as intervenors and accorded all the rights appropriate thereto.

(3) Protestants who are represented by legal counsel shall file with the Administrator, at least three days prior to the scheduled hearings, pre-filed direct testimony, in question and answer form, which shall be proffered by the protestant or protestants at the time of hearing, in lieu of traditional oral direct examination. A copy of this pre-filed direct testimony shall also be served upon the applicant, by certified mail, simultaneously. This requirement may be waived at the discretion of the hearing officer.

(4) Protestants filing pre-filed direct testimony shall make available at the time of hearing, the witnesses whose testimony has been pre-filed in order that the applicant and/or the Division will have an opportunity to cross-examine these witnesses. Subsequent to cross-examination, a protestant may elicit rebuttal testimony from the witness through direct oral examination.

(5) A member of the general public wishing to be heard at Division hearings, shall be allowed to voice their opinions on the record. These witnesses shall be limited to five minutes of testimony, or more, at the discretion of the hearing officer.

Rule No. 3 - TRANSFER OF OPERATING RIGHTS

(a) Stock Transfers, new Corporate Officers, or new "Board" Members must receive Administrator approval. Although a public hearing is not required, the Division reserves the right to conduct a hearing if deemed necessary.

(b) A proposed transfer of intrastate operating rights shall be approved only if the Administrator finds the transferee to be fit, willing and able, financially and otherwise, to engage in bona-fide motor carrier operations under such operating rights; further, the Administrator shall only reissue and transfer a certificate or permit to the transferee which does not exceed the scope of commodities which had been transported by the transferor during the sixty (60) day period immediately preceding the date when the transfer application was received for filing with the Division, and further, the remaining scope of commodities which had not been transported by the transferor during said period shall be revoked.

Rule No. 4 - FORM AND PREPARATION OF TARIFFS

(a) All tariffs and supplements thereto shall be in book, pamphlet, or loose-leaf form of page size 8 1/2 by 11 inches and shall be plainly printed.

(b) Pages of loose-leaf tariffs shall be printed and designated as "Original Page 1", "Original Page 2", etc. Each page must show at the top of the page the name of the motor carrier or agent, and the page number of the tariff. At the bottom of the page shall be shown the effective date, and the name, title, and street address of the issuing motor carrier or agent.

(c) A complete index, alphabetically arranged, of all articles upon which commodity rates named therein, together with reference to each item (or page) where a particular article is shown.

(d) Changes in rate, ratings, or other provisions of a tariff may be accomplished by issuing a supplement to the tariff.

The first supplement to a tariff must be designated on the upper right-hand corner of the title page as follows:

SUPPLEMENT NO. 1
TO

TARIFF NUMBER
EFFECTIVE (DATE)

Subsequent supplements shall be numbered consecutively or with a supplement number and letter suffix.

No more than three (3) supplements will be filed before a whole new tariff is required. Agency tariffs are exempt from this limitation.

(e) Each motor carrier of property shall post and file at each of its stations or offices, approved tariffs. Each of such carriers shall also maintain at its principal or general office a complete file of all tariffs approved by the Division and currently in effect.

(f) All tariffs approved by the Division shall be dated and stamped "Approved." If a tariff is not officially stamped and dated by the Division, it will be invalid.

Rule No. 5 - FILING OF CONTRACTS AND SCHEDULE OF RATES

(a) In accordance with the provisions of Rhode Island General Laws Section 39-12-15 and 39-12-16, every contract carrier shall file with the Administrator a copy of every contract in force, together with schedules of actual rates in effect.

CONTRACTS ON PUBLIC FILE WITH THE DIVISION ARE NOT OPEN FOR PUBLIC INSPECTION.

(b) When a contract is terminated and no longer in effect, the carrier shall notify the Administrator immediately in writing.

(c) Each schedule shall contain the identity of each shipper with whom the carrier has a contract in force.

Rule No. 6 - MAINTENANCE OF OFFICE IN RHODE ISLAND

Every common and contract motor carrier of property holding intrastate operating authority shall maintain an office within the state of Rhode Island unless a duly-authorized Rhode Island Agent of Process is on file with the Division. Recertification of such Agent of Process is required annually.

Complete business addresses for all certificate holders shall include the street, city or town, state, zip code and telephone number of the main office. Post office boxes will not accepted.

Rule No. 7 - VEHICLE MARKING AND IDENTIFICATION

The name as it appears on the certificate, or permit, street address, town or city, along with the certificate or permit number shall be displayed on both sides of every vehicle utilized as a common or contract carrier in letters visible at 50 feet. Appropriate abbreviations are acceptable. If business names are used in addition to the name on the certificate, the name must be registered with the Division. Only one business name can be used.

Rule No. 8 - PRESERVATION OF RECORDS

It Shall be the duty of motor carriers operating in intrastate commerce to retain for a period of at least three years, all freight bills, delivery receipts, shipping orders, tariffs or supplements, copies of contracts and schedules of actual rates, records of insurance coverage, and other prescribed business records. Such records may be maintained at a location other than the primary business office providing such records are available for retrieval upon request. Records must be maintained on the business premises for the most recent six month period.

Rule No. 9 - INFORMATION REQUIRED ON SHIPPING DOCUMENTS

(a) Pursuant to the provisions of Rhode Island General Laws. Section 39-12-28, common carriers of property, when issuing a receipt, freight bill, invoice or bill of lading to the shipper must show the following information thereon:

1. Date of shipment made.
2. Name of shipper and point of origin - name of consignee and point of destination.
3. Number of packages and description of packages being transported.
4. Weight, hours, volume or other arrangements upon which the transportation charges are based.
5. The rate assessed and the amount of freight charges, and accessorial charges, if any, to be collected.

(b) Common Carriers transporting automobiles by towaway method shall include the following information on their bills of lading:

1. Date of tow
2. Time of day tow performed
3. Exact location of vehicle pickup
4. Odometer reading of tow truck when leaving terminal
5. Odometer reading of tow truck when arriving back at terminal
6. Vehicle registration number (vehicle towed)
7. Person who requested tow
8. Description of all charges exacted and total amount billed to customer

Rule No. 10 - MOTOR CARRIER RECORDS AND REPORTS

(a) All common and contract carriers shall keep complete records of their operating expenses, operating revenues, and any other pertinent information in connection with such operations.

(b) Every motor carrier shall file with the Administrator, an annual report covering a period of twelve months ending on the thirty-first day of December of each year. Such reports shall be submitted to the Administrator no later than the thirty-first day of March of the following year.

Annual report forms shall be provided by the Administrator.

Rule No. 11 - NOTIFICATION REQUIREMENT FOR CERTIFICATED TOWING COMPANIES

When a vehicle has been towed by a certificated carrier at the request of a party other than the vehicle's legal owner, the carrier shall notify the legal owner and the lien holder if applicable, in writing, by certified mail, within fourteen days from the date of the tow. The legal owner shall be determined by the carrier through information contained in the vehicle, and/or by contact with law enforcement or Registry of Motor Vehicles personnel. The expense for such notification shall be borne by the legal owner.

Rule No. 12 - LIABILITY AND CARGO INSURANCE FILINGS

- (a) Certificated common carriers shall file with the Administrator a certificate of insurance or bond with respect to public liability and property damage insurance coverage.
- (b) Certificated common carriers shall file with the Administrator a certificate of insurance or bond for cargo insurance. Such certificate need not be filed by motor carriers who transport bulk commodities transported by dump vehicle.

Rule No. 13 - ISSUANCE OF TEMPORARY PERMITS TO INTERSTATE TRUCKERS

Interstate carriers seeking "temporary" vehicle registration permits shall be assessed the same fees as required under Section 39-12-26 of the General Laws of Rhode Island entitled "Registration and Certification of Vehicles." No more than three (3) temporary permits shall be allowed per quarter (three months).

Rule No. 14 - GENERAL LEASE PROVISIONS

No common carrier by motor vehicle and no contract carrier by motor vehicle shall perform authorized transportation in a power unit consisting of a straight truck, tractor, van or automobile with or without driver, which such common carrier or contract carrier does not own unless there is in effect with respect to such equipment a lease which shall be in writing and signed by the parties thereto and subject to the following general conditions:

- (a) The lease shall contain a description specifying the make, type, year of manufacture, motor number(s) of registration and license plate number(s) of the leased equipment, and shall state whether a driver is to be supplied by the lessor for the operation of said leased equipment.
- (b) The lease shall provide that the lessee shall have the exclusive possession, control, and use of the equipment for the duration of the lease. The lease shall further provide that the lessee shall assume complete responsibility for the operation of the equipment for the duration of the lease.
- (c) The lease shall specify the time and date on which said lease begins and the date on which it terminates.
- (d) The lease shall preclude the possession, control or use of the equipment by anyone but the lessee for the duration of the lease.

(e) The lease shall be executed in triplicate, the original to be retained by the lessee, one copy to be retained by the lessor, one copy to be filed with the Division unless a copy of the lease is carried on the equipment. The lessee shall keep with the equipment a statement certifying that the equipment is being operated by it. The statement shall also specify the name of the owner, the date and length of lease, any restrictions in the lease relative to the commodities to be transported, and the address where the original lease is kept by the lessee.

(f) During the period of the lease, the carrier shall identify the equipment in accordance with Division Rules and Regulations. At the termination of the lease period, the lessee shall recover from the lessor any plates, vehicle identification devices or permits issued to the lessee and used on the leased equipment during the term of the lease.

II. OWNER-OPERATED EQUIPMENT

When the equipment to be leased is to be operated for the lessee by the owner or an employee of the owner of said equipment, then, in addition to the preceding general lease conditions the following specific conditions must be met:

(a) As the principal purpose of these regulations is to permit common carriers and contract carriers to perform transportation in power units that they do not own, nothing contained herein should be construed as allowing such common carriers and contract carriers to abandon their responsibility to provide the transportation services described in their certificates or permits.

(b) The period for which the lease applies shall be 7 days or more.

(c) The amount to be paid by the lessee for the equipment shall be clearly stated on the face of the lease or in an addendum which is attached to the lease. In addition, the lease must disclose which of the parties is ultimately responsible for the payment of the cost of fuel, road use taxes, excise taxes, fuel taxes, repairs, maintenance, permits of all types, tolls, ferries, plates, detention and accessorial charges and any unused portions of such items.

(d) The compensation stated on the lease or in an attached addendum may apply to the equipment and driver's services either separately or as a combined amount.

(e) The lease shall clearly specify that the lessee shall be responsible for providing cargo insurance and shall specify that the lessee shall carry a secondary or umbrella policy over that of the lessor for public liability and other property damage coverage.

(f) The lease shall clearly specify all items that must be initially paid for by the lessee but ultimately deducted from the lessor's compensation at time of payment.

(g) For those lessors whose revenue is based on a percentage of the gross revenue for a shipment, the lease shall specify that the lessor shall have the right to examine or copy the rated pro or freight bill at the time of settlement.

(h) The lease shall specify that payment to the lessor shall be made within 15 days after submission of the necessary delivery documents concerning a trip in service of the lessee. The lease shall clearly specify all events, conditions, and requirements that are necessary before the lessor can receive payment, including a statement of the delivery documents and other paperwork that must be submitted. All placards and licenses belonging to lessee must be returned upon termination of lease.

(i) In the event any common carrier or contract carrier by motor vehicle holding authority issued by the Department, who, by utilizing leased equipment fails to assume complete responsibility and control of operations conducted with leased equipment, such carrier will be considered to have violated the conditions of its certificate or permit and, after hearing, such certificate or permit may be suspended or revoked by the Department. For the purpose of this rule, the term "Responsibility and Control" shall mean that all job assignments to the lessor are only authorized when received by the lessee. No independent solicitation is authorized.

III. HAZARDOUS MATERIALS

Whenever leased equipment is used to transport hazardous materials, the lessee shall be responsible for meeting all requirements of federal and state laws and regulations governing the transportation of such materials.

IV. IDENTIFYING MARKS

No common carrier by motor vehicle or contract carrier by motor vehicle shall operate leased equipment on any roadways unless such equipment is identified as provided in 39-12-26.

V. RENTAL TO PRIVATE CARRIERS OR SHIPPERS

Unless such service is specified in their operating authority, no common carrier by motor vehicle or contract carrier by motor vehicle, shall rent equipment with drivers to private carriers or shippers, and no such common carrier shall rent equipment without drivers to private carriers or shippers.

VI. EXCEPTIONS

The rules of this chapter shall not apply to equipment without drivers leased by a common carrier or a contract carrier by motor vehicle from a person, partnership, or corporation whose principal business is the leasing of equipment without drivers for compensation.

VII. EXCLUSION OF OWNER/OPERATOR METHOD IN THE TRANSPORTATION OF USED MOTOR VEHICLES

No common carrier or contract carrier shall transport or tow used motor vehicles with leased equipment where the driver of the equipment is the lessor or is an employee of the lessor.

Rule No. 15 - SAFETY REGULATIONS

All common or contract carriers shall be subject to the rules and regulations adopted by the U.S. Department of Transportation governing:

- (a) the safety of motor carrier operations and equipment, and
- (b) the transportation of hazardous materials.

Rule No. 16 - PENALTY

Under Rhode Island General Laws, Section 39-12-35 and 39-12-36, it states that any certificate or permit holder who shall violate any statute, rule, or regulation promulgated by the Division shall be subject to suspension, revocation, or a fine not to exceed \$1,000 per violation.