



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, HARRISBURG, PA 17120

BUREAU OF
INVESTIGATION
&
ENFORCEMENT

March 13, 2024

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement v.
Riverfront Moving and Storage, LLC
Docket No. C-2024-
I&E Formal Complaint

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Bureau of Investigation and Enforcement's (I&E) **Formal Complaint** for the above-captioned proceeding.

Copies are being served on all parties of record as evidenced in the attached Certificate of Service. Should you have any questions, or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Colby B. Widdowson', is written over a light blue circular stamp.

Colby B. Widdowson
Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID No. 326185
(717) 787-2139
cwiddowson@pa.gov

CBW/ac
Enclosures

cc: Per Certificate of Service
Brian Mehus, Chief, Motor Carrier Enforcement (*via email* – bmehus@pa.gov)
Douglas S. Wells, Motor Carrier Enforcement (*via email* – dowells@pa.gov)
Michael L. Swindler, Deputy Chief Prosecutor (*via email* – mwindler@pa.gov)

NOTICE

1. **You must file an Answer within 20 days of the date of service of this Complaint.**

The date of service is the mailing date as indicated at the top of the Secretarial Letter. *See* 52 Pa. Code § 1.56(a). The Answer must raise all factual and legal arguments that you wish to claim in your defense, include the docket number of this Complaint, and be verified. The Answer must be submitted by efilng with the Secretary of the Commission by opening an efilng account through the Commission's website and accepting eservice at <http://www.puc.state.pa.us/efiling/default.aspx>. If your filng contains confidential material, you are required to file by overnight delivery to ensure the timely filng of your submission to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

If your Answer is 250 pages or less, you are not required to file a paper copy. If your Answer exceeds 250 pages, you must file a paper copy with the Secretary's Bureau.

Additionally, please electronically serve a copy on:

Colby B. Widdowson, Prosecutor
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
cwiddowson@pa.gov

2. If you fail to answer this Complaint within 20 days, the Bureau of Investigation and Enforcement will request that the Commission issue an Order imposing the requested relief.

3. You may elect not to contest this Complaint by paying the past due assessment and civil penalty within 20 days. Send only a certified check or money order made payable to the "Commonwealth of Pennsylvania," with the docket number indicated, and mail to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

4. If you file an Answer which either admits or fails to deny the allegations of the Complaint, the Bureau of Investigation and Enforcement will request the Commission to issue an Order imposing the requested relief set forth in this Complaint.

5. If you file an Answer which contests the Complaint, the matter will be assigned to an Administrative Law Judge for hearing and decision. The Judge is not bound by the penalty set forth in the Complaint and may impose additional and/or alternative penalties as appropriate.

6. If you are a corporation, you must be represented by legal counsel. *See* 52 Pa. Code § 1.21.

7. Alternative formats of this material are available for persons with disabilities by contacting the Commission's ADA Coordinator at (717) 787-8714.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2024-
	:	
Riverfront Moving and Storage, LLC,	:	
Respondent	:	

FORMAL COMPLAINT

NOW COMES the Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement (“I&E”), by its prosecuting attorneys, pursuant to Section 701 of the Public Utility Code, 66 Pa.C.S. § 701, and files this Formal Complaint (“Complaint”) against Riverfront Moving and Storage LLC (“Riverfront Moving” or “Respondent”) alleging violations of the Public Utility Code and Pennsylvania Code. In support of its Formal Complaint, I&E alleges the following:

I. COMMISSION JURISDICTION AND AUTHORITY

1. The Pennsylvania Public Utility Commission (“Commission” or “PUC”), with a mailing address of the Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120, is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within the Commonwealth pursuant to the Public Utility Code, 66 Pa.C.S. §§ 101, et seq. (“Code”).

2. Complainant is the Commission's Bureau of Investigation and Enforcement, which is the bureau established to take enforcement actions against public utilities and other entities subject to the Commission's jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11); *See also Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E).

3. Complainant's prosecuting attorneys are as follows:

Colby B. Widdowson
Prosecutor
cwiddowson@pa.gov
(717) 787-2139

Michael L. Swindler
Deputy Chief Prosecutor
mswindler@pa.gov

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

4. Respondent holds PUC Certificate 8916074 to operate as a household goods carrier.

5. Section 501(a) of the Code, 66 Pa. C.S. § 501(a), authorizes and obligates the Commission to execute and enforce the provisions of the Code.

6. Section 701 of the Code, 66 Pa. C.S. § 701, authorizes the Commission, *inter alia*, to hear and determine complaints against public utilities for violations of any law or regulation that the Commission has jurisdiction to administer or enforce.

7. Section 3301 of the Public Utility Code, 66 Pa.C.S. § 3301, authorizes the Commission to impose civil penalties on any public utility or any other person or corporation subject to the Commission's authority for violation(s) of the Public Utility Code and/or Commission regulations. Section 3301(a)-(b) of the Public Utility Code, 66 Pa.C.S. § 3301(a)-(b), allows for the imposition of a separate civil penalty for each violation and each day's continuance of such violation(s).

8. Respondent, by possession of a PUC issued certificate and by providing or furnishing the transportation of household property between points within the Commonwealth by motor vehicle for compensation is subject to the power and authority of this Commission pursuant to Section 501(c) of the Public Utility Code, 66 Pa.C.S. § 501(c), which requires a public utility to comply with Commission regulations and orders.

II. BACKGROUND

9. Respondent's mailing address is 201 Mill Street, Unit 1, Bristol, PA 19007.

10. On or about February 23, 2023, Respondent engaged in the transportation of household goods, between points within the Commonwealth, in exchange for compensation. Specifically, Respondent transported household goods from a residence in Norristown, PA to a residence in West Chester, PA.

11. Respondent provided the shipper with a Bill of Lading. See attached I&E Exhibit 1.

12. Respondent provided the shipper with an Information for Shippers form. See attached I&E Exhibit 2.

13. The Bill of Lading did not contain or identify the carrier's certificate number. See attached I&E Exhibit 1.

14. The Bill of Lading did not identify or list the acceptable methods of payment. See attached I&E Exhibit 1.

15. The Information for Shippers form was not the Commission supplied form entitled "Information for Shippers," as identified and provided at 52 Pa. Code § 31.121. See attached I&E Exhibit 2.

16. The certification section of the Information for Shippers form was not signed by a carrier representative; thus, it was not a fully executed¹ copy of the form. See attached I&E Exhibit 2.

17. Respondent did not retain a fully executed copy of the Information for Shippers form.

III. VIOLATIONS

COUNT 1

18. All allegations in Paragraphs 1 through 17 are incorporated as if fully set forth herein.

19. Respondent failed to provide a bill of lading to a shipper that contained and identified its PUC issued carrier certificate number. If proven, this is a violation of 52 Pa. Code § 31.132(a).

¹ The term "executed" as used in 52 Pa. Code § 31.121, is not defined. An undefined term should be given its common everyday meaning. Looking to Black's Law Dictionary, execute is defined as "[t]o make (a legal document) valid by signing; to bring (a legal document) into its final, legally enforceable form." EXECUTE, Black's Law Dictionary (11th ed. 2019). Additionally, Black's Law Dictionary defines "executed" as "(Of a document) that has been signed." EXECUTED, Black's Law Dictionary (11th ed. 2019).

COUNT 2

20. All allegations in Paragraphs 1 through 19 are incorporated as if fully set forth herein.

21. Respondent failed to provide a bill of lading to a shipper that identified and listed the acceptable methods of payment. If proven, this is a violation of 52 Pa. Code § 31.132(a).

COUNT 3

22. All allegations in Paragraphs 1 through 21 are incorporated as if fully set forth herein.

23. Respondent failed to provide the shipper with the Commission supplied form entitled "Information for Shippers." If proven, this is a violation of 52 Pa. Code § 31.121(a).

COUNT 4

24. All allegations in Paragraphs 1 through 23 are incorporated as if fully set forth herein.

25. Respondent did not sign the certification section of the Information for Shippers form; therefore, Respondent has failed to retain an executed copy of the certification and Information for Shippers form. If proven, this is a violation of 52 Pa. Code § 31.121(b).

WHEREFORE, for all the foregoing reasons, the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission respectfully requests that the Commission: (1) find the Respondent to be in violation of the Public Utility Code and the

Commission's Regulations for each of the four counts set forth herein; (2) that Respondent be assessed a cumulative civil penalty of One Thousand Dollars (\$1,000.00), or Two Hundred Fifty Dollars (\$250.00) per violation; and (3) order such other remedies as the Commission may deem appropriate.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Colby B. Widdowson", is written over a faint, circular official seal.

Colby B. Widdowson
Prosecutor
PA Attorney ID No. 326185

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Date: March 13, 2024

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2024-
	:	
Riverfront Moving and Storage, LLC,	:	
Respondent	:	

VERIFICATION

I, Douglas S. Wells, Motor Carrier Enforcement Officer, hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



Douglas S. Wells
Motor Carrier Enforcement Officer
Bureau of Investigation and Enforcement

Date: March 13, 2024

I&E
Exhibit 1

INVOICE

Riverfront Moving and Storage, LLC.

P.O. BOX 2063
Bristol, PA 19007
Phone (215) 921-0276
Fax (215) 458 - 8831

MOVING DATE: 2/23/2023

MOVE FROM:

[REDACTED]
NORRISTOWN, PA 19403
[REDACTED]

MOVE TO:

[REDACTED]
WEST CHESTER, PA 19382

ADDITIONAL STOPS:

MOVING RATE	TRUCKS	MEN	PER JOB HR.	TRAVEL TIME	START TIME	FINISH TIME
-\$303.53HR ³ 265.52	2	5	12.25	1.00 HR EACH WAY	9:45 a.m. or p.m.	10:00 a.m. or p.m.

ESTIMATE OR REMARKS (APPROX. ESTIMATE-PACKING DATE-INSTRUCTIONS ON JOBS-OR OTHER INFO.)	RATES AND DESCRIPTION	CHARGES	
I WILL NOT PURSUE ANY CLAIM TO EXCEED \$.60 PER POUND PER ARTICLE AS NO ADDITIONAL INSURANCE WAS PURCHASED.	MOVING: 14.25 Hours @ \$265.52 per hr.	3784.00	
	Hours @ \$ per hr.		
VALUATION Customers (shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by their signature hereon to be NOT exceeding 60 cents per pound per article unless specifically excepted. The customers (Shipper) hereby declares valuations in excess of the above limits on the following articles: SHIPPER - IMPORTANT- READ WHAT YOU ARE SIGNING	CARTAGE: Cu. Ft. @ \$ per cu. Ft.		
	WEIGHT: lbs. @ \$ per lb.		
X <u>Beggy Solderby</u> SHIPPER ARTICLE VALUE IMPORTANT (SIGN BEFORE START OF ANY SERVICE) The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order or certified check prior to complete delivery.	PIANO CHGS:	48.00	
	TOLLS: \$48	FUEL: \$100	100.00
	Other:		
	Small Boxes @ \$ each		
	Medium Boxes @ \$ each		
	Lamp Boxes @ \$ 5.00 each		
	Stretch wrap @ \$ 40.00 each	80.00	
	Tape/Mirror Sect. @ \$ 4.00 each	48.00	
	TV Boxes: @ \$ each	64.00	
	Other: wardrobes	48.00	
Customer: <u>Beggy Solderby</u> By: _____ Mover: RIVERFRONT MOVING AND STORAGE, LLC. BY: _____	Other: ADDITIONAL INSURANCE - \$0 DEDUCTIBLE	495.00	
	Other: 4 HR MINIMUM + 2 HR TRAVEL		
	Carrier Liability: shipper declares the full value of the shipments for the purpose of carrier liability to be: AMT. \$ @\$ PER \$100.00		
	SUBTOTAL	4667.00	
	CREDIT CARD FEE 3.75%		
	DEPOSIT	500.00	
	BALANCE DUE	4167.00	
	<u>total</u>		
DELIVERY RECEIPT Except as specifically endorsed hereon All services and all articles received in Good Condition Customer: <u>Beggy Solderby</u> DATE: 2/23/23 By: _____ DATE: _____			
RECEIVED PAYMENT MOVER: RIVERFRONT MOVING AND STORAGE, LLC. BY: _____ DATE: _____			

I&E
Exhibit 2

Information for Shippers

The carrier must give you an estimate that will approximate the amount he believes it will cost you to move your household furnishings. In this connection, it is important that you inform the estimator of everything you intend to move. The total actual charges may be more or less than the estimate, depending on the size of your shipment, the distance it is to move, and other circumstances relating to your shipment.

You will be required ultimately to pay the movers applicable tariff charges on an hourly rate (if distance is 40 miles or less) or on a weight and mileage basis (if distance is over 40 miles).

Where the mover has not informed you *prior to delivery* that he will extend credit, the mover will expect you to make payment of the charges at time of delivery in cash, money order, or certified check.

If the total actual charges *do not exceed* the estimate by more than 10 percent, you must be prepared to pay *all of the actual charges* prior to the mover unloading the goods. If the total actual charges *do exceed* the estimate by more than 10 percent, the mover is required to deliver the full and complete shipment upon payment of the estimated charges, plus an additional \$25.00 or 10 percent of the estimate, whichever is greater. In case you sustain a loss or damage to your household effects, you are protected only up to, but not exceeding, 60 cents per pound per article.

Upon completion of delivery, the driver will ask you to sign the delivery receipt, the inventory, or both. Before signing either one, be sure that one or the other notes all the damage and any lost articles. If the driver will not make such notations, make them yourself before signing. Remember, telling the driver about these things is not enough. Do not sign any delivery papers for the driver until delivery is completed. When you sign the delivery receipt you accept your goods in apparent good condition, except as noted on the receipt.

I hereby certify that above Information for Shippers was furnished.

Peggy Soldy

Name of Shipper

on 2/23/23

Date

Signature of Carrier Representative

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2024-
	:	
Riverfront Moving and Storage, LLC,	:	
Respondent	:	


CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **Formal Complaint**, dated March 13, 2024, upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Service via Certified Mail, Return Receipt Requested

Riverfront Moving and Storage, LLC
Attn: Dante Reeves
201 Mill Street, Unit 1
Bristol, PA 19007
riverfrontmovingandstorage@gmail.com

Riverfront Moving and Storage, LLC
Attn: Dante Reeves
P.O. BOX 2063
Bristol, PA 19007



Colby B. Widdowson
Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID No. 326185
(717) 787-2139
cwiddowson@pa.gov