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Docket No.: TV-070466

Company: Preproposal Statement of Inquiry (CR-101) for the commission's review of rules in WAC 480-15 relating to household goods carriers.

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Attn: WUTC

Re: Proposed Household Good Tariff Changes

The following are the recommendations and inquiries that we as a carrier are bringing to the attention of the Commission. We would appreciate if each item can be investigated and the proper changes made. Thanks for the opportunity to offer input to the process.

- 1) Page 3 – Definitions – Storage in Transit – Why would new standard be 180 days when there is no reason to extend to a longer period of time?
- 2) Page 5 - Item 45 – Disposition of Unclaimed Goods – What is the definition of DISPOSITION as mentioned in this section? There needs to be some clarification as to specifically how goods are to be handled.
- 3) Page 5 – Item 50 – Overtime - #6 – Is it required to have overtime authorized again on the bill of lading if it has already been signed for and authorized on the written estimate?
- 4) Page 6 – Item 62 – Appliance Service – How can there be a set rate for servicing appliances if it is handled by a qualified employee of the carrier, but it is wide open for a 3rd party to do the same task? The rates shown are not enough to justify training an employee to perform this service.
- 5) Page 7 – Item 80 – Payment of Charges – If the customer has already signed a written estimate showing the method of payment, why is it necessary to restate the same thing on the Bill of Lading? The estimate should be adequate and having a driver responsible for asking for the same thing is redundant.
- 6) Page 7 – Item 85 – Estimates - #2 (G) – This should read ‘cube sheet inventory’ as on page 2 of the definitions, not ‘descriptive inventory’. Descriptive inventories show conditions of items at origin and destination.
- 7) Page 7 – Item 85 – Estimates - #2 (I) – Why would it be required to show man hours and rates on a binding estimate? The carrier is free to use whatever combination of men and rates within the accepted limits. The only reason that the customer would need to be notified is if the scope of the move changes and the price is adjusted.
- 8) Page 8 – Item 85 – Estimates - #2 (N) – Storage to be provided and associated charges – How is it possible to estimate the time that goods will be held in Storage-In-Transit or trailer storage when the customer may not know how long it will be necessary? Showing the rates per day and any related charges on the estimate should be sufficient.

- 9) Page 8 – Item 85 – Estimates – How is it possible to properly provide an estimate for goods stored in Storage- In-Transit with no defined destination prior to the move? Please provide a procedure for this scenario.
- 10) Page 8 – Item 85 – Estimates - #2Q (4) – What is the procedure for the carrier if the customer refuses to sign a supplemental estimate if the move requires labor or additional services? Is the move to stop and we unload the items or?
- 11) Page 8 – Item 85 – Estimates #3 – Why is it necessary to repeat the same information on the supplemental estimate that is already shown on either or both the original estimate and Bill of Lading? This is redundant and leads to more opportunities for errors that are without a basis for information.
- 12) Page 8 – Item 85 – Estimates #3 – Is it really necessary to have a supplemental estimate signed for valuation decided on the day of the move? The rates are shown on the estimate and there is no reason to get acknowledgement of something that has already been disclosed. Once again, this just leads to more opportunities for error.
- 13) Page 9 – Item 90 – Carrier Liability - #3(b) – There are items listed that such as televisions and radios. This list should also include computers, printers, scanners and like electronic items.
- 14) Page 9 – Item 90 – Carrier Liability #3(g) – This should include protection to the carrier for items that were previous repaired or worked on. The carrier shouldn't be liable for items that are not in proper condition to begin with or inherently fragile, such as particle board furniture.
- 15) Page 10 – Item 90 – Carrier Liability #5(b)#2 – should read 'repair the damaged goods to the customer's REASONABLE satisfaction, reimburse the customer or replace the damaged goods WITH A LIKE ITEM AND SIMILAR CONDITION for any amount...
- 16) Page 10 – Item 90 – Carrier Liability #5(b)#3 – should read 'repair the damaged goods to the customer's REASONABLE satisfaction, reimburse the customer or replace the damaged goods WITH A LIKE ITEM AND SIMILAR CONDITION for any amount...
- 17) Page 10 – Item 90 – Carrier Liability #5(b) 2 & 3 – As the tariff is presently written, the carrier is required to list separately certain special items such as antiques, etc. This should be changed to have the CUSTOMER list these items. There is no way for the carrier to know the state of such items.
- 18) Page 10 – Item 90 Carrier Liability #5(b) – the minimum and maximum rates (\$0.47 - \$0.98) shown in the box do not match the rates listed in the example (iv)(\$0.55 - \$1.15).

- 19) Page 12 – Item 95 – Bills of Lading #1(g) – Why should ‘customer provided storage’ be listed as a unique factor to a move? It is irrelevant to the carrier and the state whether the goods are delivered to a customer’s residence or to their self-storage unit. In addition, there is no option listed for the goods to be delivered directly into permanent storage without knowing how much time it is to be placed there. The customer should be free to determine that they want permanent storage for any length of time whether it be one month or 10 years. There is no way to list the amount of time that the goods are going to be in permanent storage when the customer doesn’t know.
- 20) Page 12 – Item 95 - Bills of Lading #1(h,i,j,o) – If all of this information has already been presented, signed for and acknowledged on a written estimate, why is it necessary to have it again on the Bill of Lading? This is another opportunity for error that has no basis in foundation.
- 21) Page 13 – Item 95 – Bills of Lading #2 – Information on back of bill – Section 1(C) – as previously mentioned, any list of electronics should include modern equipment such as computers, printers, etc.
- 22) Page 15 – Item 100 – Storage - #2 – How is it possible to do an estimate for a move when the customer doesn’t know their final destination or the length of time they will be in storage. The definition as listed on the tariff is not realistic and doesn’t take into account the unknown factors of a potential move.
- 23) Page 15 – Item 100 – Storage - #2(a) Is it required to get a written estimate for the additional services (storages, delivery out, etc.) for a shipment that has been placed into storage, either permanent or Storage-In-Transit? The way the tariff reads at this time it is not clearly defined.
- 24) Page 15 – Item 100 – Storage - #2(b)iv – Why would the payment history be listed on a descriptive inventory??? There is no reason for this to be there.
- 25) Page 16 – Item 100 – Storage - #3(b) – What is determining the rates listed? The rates listed are not reasonable for the service provided. Warehouse costs should be left to the individual companies. Each carrier has different assets to deal with storage. As long as the rates are listed on the estimate and posted for the public to see at the carrier’s facility, the customer should be free to determine if the rates are adequate for their needs.
- 26) Page 16 – Item 100 – Storage - #3(f) – Again, the rates listed here are not reasonable for the service being provided. The carrier will suffer a loss if providing this service properly. As previously mentioned, the carrier should be free to charge whatever is agreed on with the customer as long as it is disclosed and acknowledged prior to the service taking place.

- 27) Page 17 – Item 100 – Storage - #3(i) – If the customer changes or adds a new destination for a shipment in Storage-In-Transit, is the carrier required to provide a new written estimate? And, if the customer refuses to sign the estimate, what is the procedure for handling the goods?
- 28) Page 18 – Item 101 – Storage in Vehicle - #1(e) – How were the rates determined for this service? The rates listed are not reasonable for the opposite reason of the SIT rates. These rates are too high. The carrier should be free to charge whatever rate that they agree upon with the customer as long as it is on the written estimate and disclosed prior to the move.
- 29) Page 18 – Item 101 – Storage in Vehicle #3 – states that the rate for vehicle storage should not exceed the rates for Storage-In-Transit, yet a 5000# shipment in SIT for 10 days would be approximately \$288.50 while the same shipment would cost a minimum of \$660 for Storage in Vehicle. The rates are not similar, nor can they be compared.
- 30) Page 18 – Item 101 – Storage in Vehicle #4 – How can a carrier provide an estimate when the customer doesn't know how long the goods are to be stored?
- 31) Page 18 – Item 105 – General Application of rates for Mileage Rated Moves - #5 – this item states that customers are to load and unload items weighing over 1000#. This is something that definitely performed by the carrier, not the customer. If there is need for additional labor, that can be specified by an hourly rate.
- 32) Page 18 – Item 105 – General Application of rates for Mileage Rated Moves – There is no provision in this section for expedited service. This has always been in previous tariffs and is a service that is frequently requested by the customer. The same provisions should still exist.
- 33) Page 19 – Item 115 – Weight of Shipments #4 – Back weighing the shipment (obtaining a certified heavy weight and then a light weight after the shipment is unloaded) should be another method listed.
- 34) Page 24 – Item 180 – Reweighing – rates – The table shows that the difference cannot be more than 100 lbs. A truck in the rain gains more than 100 lbs. water weight. This should be defined by a percentage of the shipment's weight, not by a small number.
- 35) Page 24 – Item 185 – Waiting Time - #3 – states that waiting time is only applicable at destination. This should be changed to include at origin and in transit. Any time that the carrier is forced a delay should incur the same charges as at destination.

- 36) Page 25 – Item 195 – Packing Charges – the table shows a difference between BOXES and CARTONS. What is the definition of the two items? What is the difference?
- 37) Page 26 – Item 195A – Container Prices – the rates listed for crating are not reasonable. They may barely cover the material expense and do not take into consideration the labor necessary to assemble them.
- 38) Page 26 – Item 200 – Mileage Rates – there should be consideration and rates for expedited service as has previously been listed on previous tariffs.
- 39) Page 30/31 – Item 201 – Mileage Rates for shipments moving into Storage-In-Transit – these rates are not reasonable for the service that is being provided. The carrier would suffer a loss if it provided service at these rates.
- 40) Page 31 – Item 225 – Container Rates – the rates listed for crating are not reasonable. They may barely cover the material expense and do not take into consideration the labor necessary to assemble them.

Thank you for considering our suggestions. If you need additional clarification or information please do not hesitate to call.

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