

*General Comments*

<b>Summary of Comments</b>
<b>DeVries Moving Packing Service</b>
Believes that there should be an overall 25% rate increase, not 12.1%, due to additional state regulations from the Department of Ecology and Labor & Industries as well as recent fuel cost currently being experienced and likely to be experienced due to an OPEC announcement on a freeze on oil exports.
<b>Allwest Transportation</b>
Comments that the proposed 12.1% increase tied to Seattle CPI is not enough. Recommends an increase of approximately 50% or removal of the maximum rate band entirely to allow for flexibility to rapidly changing market conditions and seasonality.
<b>Movher LLC, Hill Moving Services, Eagle Transfer Company</b>
Believes that there should be an overall 25% rate increase, not 12.1%, due to additional state regulations from the Department of Ecology and Labor & Industries as well as recent fuel cost currently being experienced and likely to be experienced due to an OPEC announcement on a freeze on oil exports.
<b>Clutter Inc.</b>
The company supports permanently adopting the rate increase that was approved on May 27, 2022. Clutter also supports the proposed annual rate adjustment tied to the Seattle Consumer Price Index.
<b>Washington Movers Conference (6-12-2023 comments)</b>
Believes that the maximum rate band should be removed, due to additional state regulations from the Department of Ecology and Labor & Industries as well as recent fuel cost currently being experienced and likely to be experienced due to an OPEC announcement on a freeze on oil exports and the ongoing auctions of carbon credits, that the intrastate moving industry is competitive, and the amount of time required to change a tariff rate. The movers conference believes that there is no rate gouging by professional HHG businesses.
<b>United Moving and Storage</b>
Believes that there should be an overall 25% rate increase, not 12.1%, due to additional state regulations from the Department of Ecology and Labor & Industries as well as recent fuel cost currently being experienced and likely to be experienced due to an OPEC announcement on a freeze on oil exports.
United asks why regulated carriers operating under Tariff 15-C should have to change the way they do business for one company and states that if the company wants to do business they should be required to comply with the rules and not expect everyone else to change the way they do business.
United also suggests creating a separate section of the tariff and regulate a company like Clutter under that section of the tariff.
<b>Hanson Bros. Moving &amp; Storage</b>
Believes the cap on maximum rates is not needed and should be removed. Regulated carriers compete with each other, unlicensed movers, internet brokers, labor pools who load rental trucks and “POD-type” moves. Regulated carriers are the only group who are prevented from setting their own rates.
Regulated carriers are also the only group who are required to perform a survey, produce a list of the items and services discussed, give a written estimate outlining all of the rates for each type of service or supply that will be used, identify the number of crew members and equipment, and cite how many hours, weight, or miles were used to determine the estimate – all of which culminates in a total price of the services.
Regulated carriers are required to provide the “Consumer Guide to Moving Within the State of WA,” which provides a thorough explanation of their rights, including how to choose a mover. These

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requirements are costly. Coupled with the requirement to issue a written estimate that is itself costly, the customer should have plenty of information to determine which carrier to use.

The company believes that the competitive nature of the market will cause carriers that charge too little and carriers that charge too much to go out of business. The company also believes that the rate cap also impacts its ability to hire and retain talent as those employees may leave for other job opportunities in unregulated industries or may themselves decide to make more money as an illegal mover.

The company assert that the maximum rate the CPI adjustment will be calculated on is already too low and that the CPI adjustment won't consider other factors such as federal restrictions on the number of hours drivers can work (extending one day jobs to two days or requiring meal and lodging costs). Additionally, the requirement to perform background checks restricts the labor market, legislation limiting greenhouse gases will phase out diesel equipment in favor of other alternatives such as electric (company estimates electric is approximately 4.5x higher adoption cost than diesel), increased packing material costs, commercial building expenses, commercial insurance, traffic congestion, construction delays, and weather all add costs that the CPI does not keep pace with.

The Seattle CPI doesn't take into consideration the cost differential across the state, resulting in the approval of cost increases in low-cost areas based on the highest cost area, which unfairly allows low-cost areas greater pricing altitude versus the Seattle area movers.

The company believes removing the maximum would avoid more movers going out of business due to the inability to charge sufficient rates to cover their costs while ensuring customers have protection under UTC rules and regulations.

**Lile International Companies**

The most important issue for the company is an overall increase of 25% to all rates. The pandemic, inflation, staffing, and retaining staff drivers and helpers have dramatically increased costs. It's time for a financially viable model for carriers.

**Public Counsel**

Maximum Tariff Rates - Generally in favor of linking maximum rate adjustments to Seattle CPI on the condition that maximum rates are also decreased if the Seattle CPI decreases.

Minimum Tariff Rates – In favor of retaining current tariff minimums and does not want one carriers business model to dictate the rate structure for the entire industry.

Force Majeure – Wishes to remove references of “hostile or warlike action” and “Acts of God” and replace with the term “Force Majeure” in Items 90, 95, and 102.

**Staff response**

Staff supports rate increases that are driven by inflation and would support an annual adjustment to the upper rate band based on the inflation increase as measured by the Seattle CPI and published by the Bureau of Labor Statistics for each calendar year.

*Item – 10 Definitions*

**Summary of Comments**

**Hanson Bros. Moving & Storage**

The definition of “Estimate – Supplemental” allows for a supplemental estimate when a non-binding estimate has been issued. The same customer-initiated circumstances that occur on shipments traveling under a non-binding estimate happen on all moves, including those traveling under a binding estimate. Carriers should be able to issue supplemental estimates for moves traveling under binding estimates as

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well. The company believes this is an oversight because in other places in the tariff it states that a supplemental estimate can be written and is provided in addition to any other type of estimate.
<b>Public Counsel</b>
Public Counsel wishes to retain the current definition of permanent storage at 90 days as it is currently defined in Tariff 15-C to maintain the protections for consumers.
<b>Staff response</b>
Staff agrees that there are inconsistencies in the rules related to supplemental estimates, and that basic contract principles require that supplemental estimates can be issued for both binding and non-binding estimates because they constitute a new contract for work not contemplated by the original estimate. Staff removed “nonbinding” from the definition of supplemental estimate and will amend the rules to ensure consistency in the future.
Staff agrees with retaining the definition of permanent storage at 90-days and continue to believe that the definition allows important consumer protections.

*Item – 50 Overtime*

<b>Summary of Comments</b>
<b>Washington Movers Conference (6-6 &amp; 6-12-2023 comments), Movher LLC, Hill Moving Services, Eagle Transfer Company</b>
The Washington Movers Conference wants to know how HHG carriers will determine total overtime charges for the customer’s signature on the Estimate when they depart from the customer’s residence until the trucks and work crew return to the company’s home location for hourly rated moves?  Asks why overtime charges would not apply to accessorial services including but not limited to packing, unpacking, wrapping, or protection portions of the shipment.
<b>DeVries Moving Packing Storage</b>
Wants to know how HHG carriers will determine total overtime charges for the customer signature on the Estimate when they depart from the customer’s residence until the trucks and work crew return to the company’s home location for hourly rated moves? Further comments state that if a customer does not agree with the specific overtime rates, it could leave the customer stranded without a carrier or drive them to an unregulated carrier.  Overtime for Accessorial Services – Questions why overtime charges would not apply to accessorial services with the proposed language.
<b>Allwest Transportation</b>
Overtime – Comments that carriers should be allowed to charge overtime rates for accessorial services like packing, unpacking, and for the use of 3 <sup>rd</sup> parties for specialty services like Grandfather clocks and washing machine service.
<b>United Moving &amp; Storage</b>
Believes the following proposed language adds an unnecessary layer, “The customer is not required to pay more than 125 percent of the estimate regardless of the total cost unless the carrier issues and the customer accepts a supplemental estimate.”  Asks why overtime charges would not apply to accessorial services including but not limited to packing, unpacking, wrapping, or protection portions of the shipment.
<b>Hanson Bros. Moving &amp; Storage</b>
Asks why overtime wouldn’t be applicable to accessorial services, these services are expensive to the carrier just like moving services.

<b>Lile International Companies</b>
The company states that in some instances it is not possible to determine the amount of overtime necessary for a move. The company continues, stating that a signed estimate in advance of the move may not be practicable.
The company also believes that overtime should be applicable to accessorial services when the service is performed at the request of the customer.
<b>Staff response</b>
Staff did not make any recommended changes to language regarding advanced disclosure of overtime on the estimate form. Staff intends to rename Item 50 as Item 240. Staff only moved existing number 5 in Item 50 to number 1 in the now proposed Item 240. Staff also only moved existing number 3 to number 1 in Item 190. Staff continues to believe overtime charges should be reflected on estimates.
Several industry representatives expressed concern regarding proposed revisions to sections Items 50/240 and 190 that stated overtime was not applicable to accessorial services. Commenters highlighted the difficulty and argued that accessorial services can be expensive to provide. Staff does not see any reason to exempt some services that may be provided at the same time as overtime applicable services and to require carriers to swap between overtime and normal rates during a move. Accordingly, staff removed the overtime not applicable to accessorial service language from the tariff.

*Item 80 – Payment of Charges*

<b>Summary of Comments</b>
<b>Hanson Bros. Moving &amp; Storage</b>
This item states that the carrier can only charge 25% over a non-binding estimate. The company believes that the carrier should be able to issue a supplemental estimate when customer-initiated circumstances change on a shipment traveling under a binding estimate
<b>Lile International Companies</b>
If the non-binding price is limited to 125% of the estimate, carriers should be allowed to collect 125% of the original charges. In the company’s experience, customers don’t pay supplemental invoices when 100% of the estimate is collected at delivery.
<b>Staff response</b>
Staff agrees that there are inconsistencies in the rules related to supplemental estimates, and that basic contract principles require that supplemental estimates can be issued for both binding and non-binding estimates because they constitute a new contract for work not contemplated by the original estimate. Staff removed “nonbinding” from the definition of supplemental estimate and will amend the rules to ensure consistency in the future.

*Item – 85 Estimates*

<b>Summary of Comments</b>
<b>Washington Movers Conference (6-6 &amp; 6-12-2023 comments), DeVries Moving Packing Service</b>
Believes the statement “If the Carrier is unable to prove the customer received the brochure electronically the customer must sign or initial indicating the customer received the brochure” is confusing.
<b>Movher LLC, Hill Moving Services, Eagle Transfer Company, United Moving &amp; Storage</b>

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Asks which document the carrier must provide to prove the customer received the “Consumer Guide to Moving in Washington State” brochure.
<b>Lile International Companies</b>
Suggests wording paragraph 3c, provision of the consumer guide be modified to “the carrier is required to maintain a record of receipt of distribution to each customer.”
<b>Staff response</b>
The language added by staff was intended to clarify that carriers can also show they provided the consumer guide to customers through other documentation, such as an email, and not be limited to only obtaining the customer’s initials or signature. Staff recognizes that the initially proposed language was confusing and has revised the proposed language for clarity.

*Item – 90 Carrier Liability*

<b>Summary of Comments</b>
<b>DeVries Moving Packing Service, Movher LLC, Hill Moving Services, Eagle Transfer Company</b>
Questions who is responsible for determining “depreciated value” of specific lost or damaged items.
<b>Allwest Transportation</b>
Asks if the UTC will be publishing guidelines on depreciated values, and who is responsible for determining depreciated values of lost or damaged items.
<b>United Moving &amp; Storage</b>
Asks who will be responsible for determining depreciated value.
United elaborates that depreciated value coverage has been removed from interstate moving because customers were dissatisfied with settlements based on depreciated value, and the difficulty establishing depreciated value.
<b>Hanson Bros. Moving &amp; Storage</b>
Regarding options 2 & 3 - replacement cost coverage with deductible minimum, \$5 multiplied by the net weight of the shipment is too low and misleading to the customer and should be increased. The same amount has been in place since at least Feb. 2008. Customers think the \$5 amount completely covers the actual cost of a lost or damaged item, when the actual cost is often much higher. Customers also deceptively sign up for less value.
Interstate van lines have increased the minimum valuation from \$5 per pound to \$8, international has increased to \$20 per pound.
<b>Lile International Companies</b>
Addition of depreciated is confusing. Will the carrier be responsible for the depreciated value or replacement cost value of an item? Who determines depreciated value?
<b>Staff Response</b>
Upon further review, Staff determined that its originally proposed edits reflect the intent of the valuation options. Staff believes the current language is more appropriate as it provides for full replacement cost reimbursement, and not a depreciated reimbursement. Accordingly, Staff has removed its proposed edits to the language contained in this section.

*Item – 100 Storage*

<b>Summary of Comments</b>
<b>Washington Movers Conference (6-6 &amp; 6-12-2023 comments), Movher LLC, Hill Moving Services, Eagle Transfer Company, United Moving &amp; Storage</b>

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<p>Believes the draft language indicating that it is still considered permanent storage if a customer selects permanent storage on the Bill of Lading and then elects to remove the item(s) prior to the 90 days creates the opportunity for non-regulated entities to entice customers to select permanent storage in order to avoid regulation of the service and provide the service at non-regulated rates.</p> <p>Additionally, WMC is concerned that the current Bill of Lading form provides little room for the additional information Staff proposes be collected in Item 100(4)(g) when the customer changes the destination of a shipment involving storage in transit.</p> <p>United Moving and Storage asks: Why is the language being added? What is the customer benefit? United believes there is no benefit for the customer, just additional work for carriers.</p>
<p><b>DeVries Moving Packing Service</b></p>
<p>Believes if storage is still considered permanent storage when a customer selects permanent storage on the Bill of Lading but then elects to remove the item prior to the 90 days, non-regulated entities can entice customers to select permanent storage to avoid regulation of the service.</p> <p>DeVries is concerned that the current Bill of Lading form provides little room for the additional information Staff proposes be collected in Item 100(4)(g) when the customer changes the destination of a shipment involving storage in transit.</p>
<p><b>Lile International Companies</b></p>
<p>Paragraph “g” requires additional information to be recorded on the Bill of Lading when a change in destination is requested. The Bill of Lading is already crowded, why not require that information be recorded and retained in the customer file?</p>
<p><b>Staff response</b></p>
<p>The current Item 100 governs what happens when a shipment stays in storage for more than 90 days. On the 91<sup>st</sup> day, the storage becomes permanent storage, which is not regulated. Staff’s recommended change was only seeking to clarify that a shipment placed into permanent storage but removed in 90 days or less did not become regulated storage retroactively. Staff’s intent was to make this a benefit to companies and customers, but staff is open to hearing from the companies on how they currently handle permanent storage removed early.</p> <p>Staff agrees with the concerns about space limitations on the Bill of Lading and suggests that additional information be attached to the Bill of Lading in this situation. Staff believes this situation would be uncommon and agrees that allowing the carrier to attach a note with the additional required information to the Bill of Lading accomplishes the need to document customer requested changes.</p>

*Item – 101 Storage in vehicle*

<p><b>Summary of Comments</b></p>
<p><b>Hanson Bros. Moving &amp; Storage</b></p>
<p>Believes the current minimums for storage in vehicle are too high. If the company has equipment and means are available, the minimum charge should be much lower.</p>
<p>Staff Response: Staff is not making any recommended changes to the minimum rates.</p>

*Item – 102 Small Goods Transportation and Storage*

<p><b>Summary of Comments</b></p>
<p><b>Clutter Inc.</b></p>

Generally, Clutter supports the draft tariff revisions for Small Goods Transportation and Storage. Clutter requests an increase from 25 to 30 items per week when the move is associated with permanent storage. The Company also requests to eliminate the 500-pound provision, asserting that it can be difficult and cumbersome to weigh and regulate shipments. Clutter believes that regulating moves that primarily involve permanent storage in this manner would also more closely align with federal law. The Primary Business Test was developed as a way to determine the difference between a for hire motor carrier, which is subject to regulation by the Interstate Commerce Commission (ICC), and a private carrier exempt from regulation from the ICC. As relevant here, a private carrier is exempt from regulation by the Secretary of Transportation if the transportation it conducts is incidental and within the scope of a non-transportation primary business—in this case, storage. The Primary Business Test has been codified in 49 USC §13505, Transportation furthering a primary business:

- (a) IN GENERAL. Neither the Secretary nor the Board has jurisdiction under this part over the transportation of property by motor vehicle when—
- (1) the property is transported by a person engaged in a business other than transportation; and
  - (2) the transportation is within the scope of and furthers a primary business (other than transportation) of the person.

When a customer has items put into permanent storage, the move is arguably incidental to the primary business, which is storage.

Clutter is also supportive of the draft process in Tariff 15-C for increasing and decreasing rates.

#### **Hanson Bros. Moving & Storage**

Definition of the service indicates the customer will not have access to the goods while in storage. Since the provider is charging by the size of the unit, it seems prudent and legal for a customer to at least be able to request to verify the size of their goods being stored as well as see where and how the goods are stored because that is how they are being charged. Hanson Bros. thinks this would fall under WAC codes for weights and measures, which use the NIST handbook. The company believes the carrier is inventorying and should segregate the customer's goods so that they are not commingled with another customer.

Another provision of the section states: “with the intent to later transport the goods back to the customer’s residence.” The company asks, “What happens when the customer’s residence has changed and is no longer in the carrier’s service area or the goods need to be transported via an interstate carrier?”

What happens if the customer can no longer afford the delivery fee or is not comfortable with the service of the carrier and wants to do the pickup from the storage facility on their own or have a competitor of the carrier perform the service at a lower cost?

Section 3 of Item 102 covers the return of household goods:

- a. Item 102(3)(a) - What is the customer’s recourse if the goods are not returned within 5 business days?
- b. Item 102(3)(b) – There are no rates for customer liability for any additional charges for filed returns caused by the customer.

Section 4 of Item 102 – Exempts small goods transportation and storage from the rates in sections 2 and 3 of the tariff. Hanson Bros. believes the Commission has the statistics, formulas and information necessary to inform all licensed movers what they can charge, and asks why that hasn’t been done?

Section 7 cessation of service – carrier can cease operations with 60-day notice to the Commission and customers. The company believes that a large bond or insurance policy should be required to pay for the

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expenses of moving out of storage and into a new facility, customer travel to make sure the items are moved, missing or broken items?

Section 8 – Information included on the back of the Bill of Lading. Item 95, Bill of Lading, states “The following are the only terms and conditions that can be applied, and these must appear as written below on the back of the bill of lading.” The company believes the Item 102 contract should include the same requirements.

**Public Counsel**

Public Counsel feels that the existing Bill of Lading document should not replace the Small Goods Transportation and Storage Contract as the contract currently provides a consumer with adequate protections against potential harm. Public Counsel states the proposed language to require a Bill of Lading for Small Goods Transportation may be confusing for carriers. Public Counsel is in general support of the clarifying edits to Item 102, however feels the proposal to allow carriers five business days (rather than three as it is currently written) to return a customer’s goods, is not favorable for consumers.

**WMC – 6/22/23 Comments**

On June 22, 2023, WMC filed an “emergency petition” to modify Item 102. WMC requests the definition of “Small Goods Transportation and Storage” be changed to the following:

The transportation of small lots of seasonally used household goods (HHG) by a carrier from a customer’s residence to a warehouse, storage unit, or other storage facility owned or rented by the carrier with the intent to later transport the goods back to the customer’s residence.

WMC argues that this change will eliminate any confusion between small goods transportation and storage and regular household goods. WMC believes small goods should be defined as seasonal items like holiday decorations, snow skis, snowboards, winter clothing, pools, and inflatable water toys.

**Staff response**

The current limits on Small Goods Transportation and Storage were adopted in TV-151474; staff declined suggestions from some industry participants to increase the weight restrictions to 2,100 pounds based on concerns that doing so would encroach on the household goods market. Similarly, staff is concerned that increasing the number of items and removing the pound limit would encroach on the existing market.

Item 102 was established with the understanding that a customer’s goods may be stored in the same unit as another customer’s goods due to the limited size of the allowed shipments. Staff continues to have concerns about allowing customers access to a storage unit that may store another customer’s goods.

Clutter suggested revising 3 business days to 5 business days. Staff believes that 3 business days was a short turnaround for carriers, and 5 business days is not an undue burden on consumers.

Staff disagrees with WMC’s proposed additional limitations because the limits placed on small goods transportation and storage are adequate to differentiate those items from a full HHG move. It is not the type of items, but the size/amount, that makes a shipment “small goods.”

Item 102 is subject to the Commission’s consumer protections regulations. As such, a customer who does not receive their goods within the proposed 5 business days can file a customer complaint with the Commission’s Consumer Protection section.

*Item – 230 Recording Time for Billing*

**Summary of Comments**

**Washington Movers Conference (6-6-2023 comments)**



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<p>For the proposed addition of Item 230(4)(a), allowing a minimum less than 1 hour for moves requested M-F between 8 a.m. and 5 p.m., WMC states “The minimum is one hour, not 10-minutes.”</p> <p>For moves requested outside of outside of M-F between 8 a.m. and 5 p.m., WMC believes allowing carriers to elect an alternative minimum that is less than the established 4-hour minimum will cause the carrier to lose revenue.</p> <p>Lastly, WMC believes that the requirement that carriers document their alternative elections with the Commission in Item 230(4) is a regulatory trap for carriers that forget to file the form.</p>
<p><b>DeVries Moving Packing Service</b></p>
<p>For the proposed addition of Item 230(4)(a), allowing a minimum less than 1 hour for moves requested M-F between 8 a.m. and 5 p.m., DeVries states “The minimum is one hour, not 10-minutes.”</p> <p>For moves requested outside of outside of M-F between 8 a.m. and 5 p.m., DeVries believes allowing carriers to elect an alternative minimum that is less than the established 4-hour minimum will cause the carrier to lose revenue.</p> <p>Lastly, DeVries believes that the requirement that carriers document their alternative elections with the Commission in Item 230(4) is a regulatory trap for carriers that forget to file the form.</p>
<p><b>Allwest Transportation</b></p>
<p>Comments that recording time in real time (minute by minute) is confusing for carriers and feels it is tailored for one specific carrier.</p>
<p><b>Movher LLC, Hill Moving Services Washington Movers Conference (6-12-2023 comments), Eagle Transfer Company</b></p>
<p>Commenters state that the requirement to document and inform the Commission of the alternate time recording is a regulatory trap.</p> <p>Responses state that “The minimum is one hour, not 10 minutes.” And that Overtime is a customer request. The commenters believe HHG carriers will need to adjust work schedules, generate an addendum to the Estimated Cost for Services form, and incur costs to accommodate the alternative minimum charges.</p> <p>The responses express concern about incurring costs and generation of an addendum to the Estimated Cost for Services form for the alternative minimum provision for the four-hour minimum that applies to moves outside of normal working hours. The company adds the concern that carriers will lose revenue on the proposed change.</p>
<p><b>Clutter Inc.</b></p>
<p>The company supports the alternative minimum hourly charges contained in the draft Tariff 15-C revisions. The company believes the changes provide carriers with more flexibility and benefits customers by not overcharging for services that do not take as long as the currently established minimum charges.</p>
<p><b>United Moving &amp; Storage</b></p>
<p>Disagrees with allowing companies to bill in 1-minute increments and asks if companies can choose both options?</p> <p>Disagrees with allowing companies to charge less than 1 hour for moves occurring M-F between 8 a.m. and 5 p.m. and argues that carriers can use the bottom of the rate band to offset the 1 hour minimum.</p>

Also, disagrees with allowing companies to charge less than a 4-hour minimum for moves requested outside of the standard M-F between 8 a.m. and 5 p.m., indicating that carriers can use the bottom of the rate band to offset the 4-hour minimum.

Wants to know why companies can only choose one option, and why they can't use more than one form of time keeping.

**Lile International Companies**

Believes the change from 15-minute increments to 1-minute increments is non-standard to industry practices and burdensome for the carrier. The most benefit a customer can realize is 14 minutes, which does not seem to be worth the additional effort or worth collecting.

The 1-hour minimum does not compensate the carrier for non-billable time such as vehicle inspections. 1-hour does not cover the carrier's labor expense, the 1-hour minimum should be increased to 2-hours for straight time and 4-hours for overtime.

**Public Counsel**

In favor of allowing carriers to record time in alignment with business needs by offering 15-minute increments and real time (by the minute) recording. Is also in favor of the proposed alternate time recording form, which allows carriers the flexibility to change their preferences to reflect their specific business needs. Also in favor of the proposed hourly minimums as it provides flexibility for the carriers and consumers.

**Staff response**

If the carrier chooses to record time spent performing the move in less than 15 minutes increment on the bill of lading, they will be required to submit a form to the Commission designating their choice (1- or 15-minute increments). This designation must be applied to all customers. No form is required from carriers who continue to record time spent performing the move in 15 minutes increment on the bill of lading.

If the carrier chooses to charge minimum charges up to but not exceeding one hour for a move during regular hours (*i.e.*, 1 minute, 30 minutes, etc.) or up to but not exceeding four hours during non-regular hours (*i.e.*, 1 minute, 1 hour, 2 hours, etc.), they will be required to submit a form to the Commission designating their choice. This designation must be applied to all customers. No form is required from carriers who continue to charge a minimum of 1 hour during regular hours and 4 hours during non-regular hours.

Staff is proposing to allow carriers the choice that works for their business model. If the alternative options are too burdensome or confusing for the carrier, they may continue to record time and charge minimum charges according to the standard requirements, which will not change.

The form is only required for those choosing the alternative options, or to revert back to the standard requirements from the alternative options. Staff does not see the requirement of a form as a regulatory trap, but rather an assurance that all customers are treated equally.