

Investigation Report

Lincoln Moving & Storage Company, Inc.

TV-120257

Rayne Pearson
Compliance Investigations

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#### TABLE OF CONTENTS

#

#### Purpose, Scope, and Authority 3

#### Executive Summary 4

Background 5

Investigation 9

# Estimates

* Estimates – Required 10
* Estimates – Format and Completion 11

Bills of Lading – Format and Completion 13

# Tariff Rates and Charges 15

* Hourly Rates 15
* Containers 15
* Miscellaneous Services 17

Summary of Recommendations 18

Appendices

#

#### PURPOSE, SCOPE AND AUTHORITY

**Purpose**

Lincoln Moving & Storage Company, Inc. (Lincoln Moving) holds common carrier authority within the state of Washington, including the transportation of household goods. The purpose of this investigation is to determine the company’s compliance with Washington state laws and Washington Utilities and Transportation Commission (commission) rules.

**Scope**

The scope of the investigation focuses on the intrastate transportation of household goods in Washington by Lincoln Moving for the months of January through May 2011, and the company’s compliance with state laws and commission rules during that period.

**Authority**

Staff conducts this investigation pursuant to Revised Code of Washington (RCW) 81.04.070, RCW 81.80.130, and RCW 81.80.330. Washington Administrative Code (WAC) 480-15-010 gives the commission authority to regulate companies that transport household goods within the state of Washington.

**Staff**

Rayne Pearson, Compliance Investigator

(360) 664-1111

rpearson@utc.wa.gov

###### EXECUTIVE SUMMARY

In Consumer Complaint 111001, filed with the commission in March 2011, staff found that Lincoln Movers was in violation of numerous household goods rules and tariff items. As a result of that complaint, Compliance Investigations staff determined that a broader investigation was necessary to determine if Lincoln Movers consistently complies with state laws and commission rules.

An investigation into the business practices of Lincoln Moving found that the company is in violation of commission rules and Household Goods Tariff 15-C, as follows:

* Failure to supply an estimate to each customer prior to moving household goods in violation of WAC 480-15-630.
* Failure to use a proper estimate format in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
* Failure to accurately complete its estimate forms in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
* Failure to use a proper bill of lading format in violation of WAC 480-15-710 and Tariff 15-C, Item 95.
* Failure to properly complete its bills of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95.
* Failure to follow the terms, conditions, rates, and all other requirements imposed by Tariff 15-C in violation of WAC 480-15-490(3).

**Recommendation**

Staff reviewed business records for 46 moves performed by Lincoln Movers between January and May 2011. Although violations were found in the records of each move, staff recommends the commission only assess penalties for violations in areas where staff previously provided technical assistance, as documented in this report. Staff recommends a $700 penalty for seven violations of WAC 480-15-490(3), which requires carriers to follow the rates set forth in Tariff 15-C, Item 225, Containers.

In addition, staff recommends that Lincoln Moving attend commission-conducted rule and tariff training on July 11, 2012, in Olympia. Staff also recommends that Lincoln Moving closely review this report because it provides valuable technical assistance in each of the areas that need improvement, including: the requirement that the company supply estimates to each of its customers; format and completion of estimates; format and completion of bills of lading; and tariff rates and charges.

Staff will conduct a follow up investigation of the company’s operations in one year.

#### BACKGROUND

# Company History

Lincoln Moving has held common carrier authority with the commission since 1987. On January 15, 1999, the company’s common carrier authority was automatically transferred to permanent household goods authority, permit number HG-002278, in Docket No.

TV-971477.

Lincoln Moving is a for-profit corporation. Chris DiJulio is the President and owner; Danny DiJulio and Ronald Prideaux are Vice Presidents. The company’s business address is 8420 S. 190th, Kent, Washington 98031.

**Company Information**

There have been ten consumer complaints filed against the company since 2001. One was non-jurisdictional, two were company upheld with no violations, and one was consumer upheld with no violations. Six of the complaints cited violations, as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Complaint Number** | **Date Filed** | **Party Upheld** | **Violations Cited** |
| 72768 | 11/05/2001 | Consumer | * Failure to provide a cube sheet inventory with the estimate
* Failure to itemize charges on bill of lading
* Failure to limit charges for non-binding estimate
* Failure to include storage section on bill of lading
* Failure to include valuation section on bill of lading
* Failure to include weight of shipment on bill of lading
* Failure to include a section on the bill of lading for customer to acknowledge receipt of customer rights and responsibilities brochure
* Failure to indicate method of payment on the bill of lading
* Failure to include storage inventory
 |
| 85561 | 09/17/2003 | Consumer | * ***Failure to charge tariff rates for containers***
 |
| 92537 | 02/08/2005 | Company | * Failure to include the customer’s telephone number on the bill of lading
* Failure to obtain customer’s acknowledgement that customer rights and responsibilities brochure was received
* Failure to indicate method of payment on the bill of lading
* Failure to record length of storage on the bill of lading
 |
| **Complaint Number** | **Date Filed** | **Party Upheld** | **Violations Cited** |
| 92537 (Continued) | 02/08/2005 | Company | * Failure to record rate and charges for storage on the bill of lading
* Failure to record dates for storage
* Failure to record charges for valuation on the bill of lading
* Failure to itemize charges on the bill of lading
* Failure to notify customer within 10 days of receipt of claim
* Failure to respond to commission staff within 10 business days
* Failure to obtain customer’s signature and date on estimate
* Failure to indicate storage selection on estimate
* Failure to indicate weight of shipment on the estimate
* Failure to limit charges for non-binding estimate
* Failure to provide a supplemental estimate when required
 |
| 95726 | 12/14/2005 | Consumer | * Failure to include fax number and email address on estimate
* Failure to include date of customer’s signature on estimate
* Failure to indicate method of payment on bill of lading
* Failure to restrict customer’s selection to one valuation choice on bill of lading
* Failure to properly calculate valuation charges
* ***Failure to charge tariff rates for containers***
* Failure to include estimator’s signature
* Failure to obtain customer’s signature on estimate
* Failure to include constructive weight of shipment on estimate
* Failure to itemize charges on bill of lading
* Failure to accurately date the bill of lading
* Failure to include cartons on bill of lading
 |
| 106817 | 06/24/2009 | Company | * Failure to limit charges for non-binding estimate
* Failure to include a space for customer to sign acknowledging receipt of “Your Guide to Moving” on estimate
 |
| **Complaint Number** | **Date Filed** | **Party Upheld** | **Violations Cited** |
| 106817 (Continued) | 06/24/2009 | Company | * Failure to include statement regarding payment of charges on estimate
* Failure to obtain customer’s signature on estimate
* Failure to record start, stop and interruption times on bill of lading
* Failure to provide customer with information about the commission when the customer filed a claim with the company
 |
| 111001 | 03/18/2011 | Consumer | * Failure to retain records for three years, as required
* ***Failure to charge tariff rates for containers***
* Failure to charge tariff rates (providing services at no charge)
* Failure to include company email address on estimate
* Failure to include space for estimator’s signature
* Failure to include space for customer to sign to acknowledge receipt of “Your Guide to Moving” on estimate
* Failure to issue supplemental estimate when required
* Failure to include company email address on bill of lading
* Failure to record total hours and hourly rate on bill of lading
 |

On November 10, 1998, Lincoln Moving’s permit was suspended for failure to maintain required insurance. Proof of insurance was received on November 13, 1998, and the company’s permit was reinstated. On June 4, 2002, the company’s permit was again suspended for lack of insurance, and was again reinstated on June 6, 2002.

On January 31, 2006, Lincoln Moving was assessed a $100 penalty in Docket TV-052017 for failure to timely file an annual report for 2004. The company filed its report on December 8, 2005, and paid the penalty in full on February 9, 2006.

Revenue for Lincoln Moving as reflected in its most recent annual reports filed with the commission is as follows:

|  |  |  |
| --- | --- | --- |
| Reporting Year | Date Filed | Revenue |
| 2008 | April 3, 2009 | $638,065 |
| 2009 | May 6, 2010 | $421,388 |
| 2010 | May 2, 2011 | $806,575 |

**Household Goods Carrier Training**

In 2008, the commission made significant changes to the way household goods carriers are required to provide services and bill their customers in both the rules and the tariff.

To assist permitted companies with understanding and implementing these changes, the commission began providing rule and tariff training sessions for all interested parties. The commission continues to provide this training to permitted companies, as well as new entrants, on a quarterly basis. Neither Mr. DiJulio nor any of Lincoln Moving’s employees or representatives has attended household goods training.

**Investigation**

Staff initiated this investigation into the business practices of Lincoln Moving based on Consumer Complaint 111001, which cited 23 violations of commission rules and Tariff

15-C.

# INVESTIGATION

## Data Request

## On May 20, 2011, staff requested the following records and information from Lincoln Moving:

1. For the first 60 residential moves performed **within the state of Washington** from January 1, 2011, please provide all supporting documents related to each customer’s move, including, but not limited to, the bill of lading, estimate, supplemental estimate, inventory records, weight slips, documents related to temporary storage of the goods, and all documents related to any ancillary agreements or contracts with other businesses to conduct each move.
2. A copy of the company’s customer complaint and claims register, listing all complaints and claims received from November 1, 2010, through April 30, 2011, and including all documents related to each complaint and claim.

A copy of the data request is attached as Appendix A.

Staff requested a response from Lincoln Moving by June 13, 2011. A response was received on that date. The company performed 46 intrastate household goods moves between January 1, 2011, and the date of the data request. Lincoln Moving reported two damage claims for the period of November 1, 2010, through April 30, 2011.

Staff used the documents and information furnished from this data request to conduct its investigation of the company’s business practices. Of the 46 moves reviewed, two were non-jurisdictional (in-home or on-site). Each of the 44 moves reviewed were local, or hourly-rated.

## ESTIMATES – REQUIRED

## Investigation

WAC 480-15-630 requires a household goods moving company to provide a written estimate to every customer before the move occurs. An estimate is a written approximation of the cost of a move prepared in compliance with the provisions of the household goods rules and tariff. Estimates are based on factors such as the size of the shipment and the van or truck space required, the weight of the household goods, the amount of time needed to complete the move, and any special services to be provided. A household goods company may provide customers with either a binding or non-binding estimate.

For customer Wiley, Lincoln Moving failed to issue an estimate prior to conducting the move. A handwritten note in the customer’s file reads: “Does not want estimate. Will pay hourly. Agreed over phone to pay $102 per hour.”

**Findings**

Lincoln Moving is in violation of WAC 480-15-630 for failing to provide an estimate to customer Wiley prior to transporting her goods. If a customer refuses a written estimate, a carrier may not perform the move.

**Recommendation**

## Staff advises that Lincoln Moving must provide an estimate to each customer prior to moving the customer’s goods, as required by WAC 480-15-630 and Tariff 15-C. Customers may not decline written estimates. Staff considers this investigation as the company’s technical assistance regarding the provision of estimates. If future violations are found, staff may recommend penalties or take other enforcement action.

**ESTIMATES – FORMAT AND COMPLETION**

**Investigation**

WAC 480-15-630 requires a household goods company to issue an estimate prior to every move, and requires that the estimate include all of the elements listed in Tariff 15-C, Item 85.

The records provided for the moves within the review period were performed prior to the technical assistance received in connection with Consumer Complaint 111001. In that complaint, staff cited estimate format violations that resulted in the following changes to the company’s estimate form:

* The company added its email address.
* The company added a signature line for the estimator to sign and date the estimate form.
* The company added a space for the customer to initial to acknowledge receipt of “Your Guide to Moving in Washington State.”

At staff’s request, Lincoln Moving provided a copy of its revised estimate form reflecting these corrections. A copy of the revised estimate form is attached as Appendix B.

The revised form does not include the following elements, as required by WAC 480-15-630 and Tariff 15-C, Item 85:

* A section for recording storage charges.
* A section for recording overtime hours and charges.
* A section for recording third party or accessorial services and associated charges.
* A complete valuation section for charges for loss or damage protection coverage. While valuation options are listed, explanations for each option are not provided.

Lincoln Moving also failed to include the company’s commission-issued household goods carrier permit number on its estimate form, which violates WAC 480-15-610.

Staff recognizes that Lincoln Moving is using electronic estimate forms, and that fields may be available for storage, overtime, third party charges, and valuation descriptions that do not appear unless applicable. Staff is currently evaluating whether electronic forms comply with Tariff 15-C, which, at this time, does not provide for the use of electronic forms.

In addition, 31 of the estimate forms reviewed were completed incorrectly. Staff found the following violations on the estimate forms reviewed:

* For 31 of the estimates reviewed, Lincoln Moving failed to indicate the customer’s method of payment, as required by Tariff 15-C, Item 80(1).
* For customer Hoffman, Lincoln Moving failed to list the rate charged for valuation, as required by Tariff 15-C, Item 85(2)(m).
* For customer Hoffman, Lincoln Moving failed to obtain both the customer’s and estimator’s signature, as required by Tariff 15-C, Item 85(2)(s).
* For customers Danz, Henrickson, and Lubrin, Lincoln Moving failed to obtain the customer’s signature, as required by Tariff 15-C, Item 85(2)(s).
* For customer Barnett, the estimate issued on February 4, 2011, lists a total charge of $2,295 for local transportation and labor with no breakdown for rate and hours.

## Findings

Lincoln Moving’s revised estimate form contains four violations of WAC 480-15-630 and Tariff 15-C, Item 85, discussed above. In addition, Lincoln Moving failed to properly complete estimates for 31 of the moves reviewed, in violation of WAC 480-15-630 and Tariff 15-C, Items 80 and 85.

**Recommendation**

## Staff advises that Lincoln Moving must provide a properly completed estimate to each customer prior to moving the customer’s goods. The estimate form must include all of the information required by WAC 480-15-630 and Tariff 15-C. The correct form is available on the commission’s website at [www.utc.wa.gov/mover](http://www.utc.wa.gov/mover). Staff considers this investigation as the company’s technical assistance regarding estimate format and estimate completion. If future violations are found, staff may recommend penalties or take other enforcement action.

## BILLS OF LADING – FORMAT AND COMPLETION

## Investigation

WAC 480-15-710(3) requires a household goods company to issue a properly completed bill of lading for every move that includes all of the requirements listed in Tariff 15-C, Item 95.

The bill of lading used by Lincoln Moving for the 44 moves performed during the review period violated the format requirements of Tariff 15-C, Item 95, as described below:

* Failure to include the company’s website, as a required by Item 95(1)(a).
* Failure to include the company’s email address, as required by Item 95(1)(a).
* Inclusion of a “fuel surcharge” line item. Tariff 15-C does not permit a fuel surcharge.

A copy of the bill of lading form used by Lincoln Moving is attached as Appendix C.

# Additionally, Lincoln Moving failed to properly complete six of its bills of lading as required by WAC 480-15-710(3) and Tariff 15-C, Item 95, as follows:

* For customer Hoffman, Lincoln Moving failed to record prices for containers as required by Item 95(1)(n). The containers are listed on the bill of lading by type and quantity with no price per container or total cost per container type. Instead, the attached invoice lists a price of $2,189 for “packing material” with no itemized breakdown.
* For customer Hoffman, Lincoln Moving failed to obtain the customer’s initials next to their chosen valuation option in violation of Item 95(1)(k).
* For customer Hoffman, Lincoln Moving failed to obtain the customer’s signature in violation of Item 95(1).
* For customer Becker, Lincoln Moving failed to record the customer’s storage selection in violation of Item 95(1)(g).
* For customer Gaudette, Lincoln Moving failed to record the carrier’s arrival time in violation of Item 95(1)(m).
* For customer Gaudette, Lincoln Moving failed to record the exact destination address in violation of Item 95(1)(e).
* For customers Defeo and Henrickson, Lincoln Moving failed to obtain the customer’s initials next to their estimate selection in violation of Item 95(1)(h).
* For customers Henrickson and Klimes, Lincoln Moving failed to obtain the customer’s initials next to the chosen valuation selection. Instead, the selection is marked with an “x” in violation of Item 95(1)(k).

# Findings

Lincoln Moving violated WAC 480-15-710(3) and Tariff 15-C, Item 95 when it issued improper bills of lading for each of the 44 moves performed during the review period, and failed to properly complete bills of lading for six of those moves.

### **Recommendation**

Staff advises that Lincoln Moving must provide a properly formatted bill of lading for every move. Lincoln Moving must also properly complete its bills of lading for every move. The bill of lading form must include all of the information required by Tariff 15-C, Item 95, and must not include information that is not expressly authorized. A commission-approved bill of lading can be found on the commission’s website at [www.utc.wa.gov/mover](http://www.utc.wa.gov/mover). Staff considers this investigation as the company’s technical assistance regarding bill of lading format and completion. If future violations are found, staff may recommend penalties or take other enforcement action.

**TARIFF RATES AND CHARGES**

**Investigation**

WAC 480-15-490 requires a household goods company to bill charges according to the tariff.

Tariff 15-C governs rates and charges in the following areas:

* Item 230(7) requires minimum charges for hourly rated moves.
* Item 225 prescribes rate ranges for containers.
* Item 55 governs the provision of miscellaneous services, specifically third party service charges incurred on a customer’s behalf.

**Hourly Rates**

Tariff 15-C, Item 230(7) requires minimum charges for hourly rated moves, including a minimum of one hour for moves performed Monday through Friday between 8:00 a.m. and 5:00 p.m., and four hours for moves performed on a Saturday or Sunday at the customer’s request.

Customer Johnson was charged a four hour minimum during normal business hours on Monday, January 31, 2011, in violation of WAC 480-15-490(3) and Tariff 15-C, Item 230(7). Customer Lander was charged a four hour minimum during normal business hours on Thursday, March 10, 2011, in violation of WAC 480-15-490(3) and Tariff 15-C, Item 230(7).

**Containers**

Tariff 15-C, Item 225 sets prices for containers and authorizes companies to assess minimum and maximum charges per container.

**Technical Assistance:** Lincoln Moving received technical assistance regarding charges for containers in Consumer Complaints 85561, 95726, and 111001, as follows:

|  |  |  |
| --- | --- | --- |
| **Complaint Number** | **Date** | **Technical Assistance Received** |
| 85561 | 09/17/03 | Lincoln Moving failed to charge the customer for boxes. Staff cited one violation of Tariff 15-A, Item 225 and advised that failing to charge tariff rates for containers is unlawful. |
| 95726 | 12/14/05 | Lincoln Moving failed to charge tariff container rates as follows:* Lincoln Moving charged $1.50 each for 50 containers measuring less than three cubic feet. The rate range for these containers was $2.03 to $3.39 per container.
 |
| **Complaint Number** | **Date** | **Technical Assistance Received** |
|  |  | * Lincoln Moving charged $2.00 each for 20 containers measuring three cubic feet. The rate range for these containers was $3.02 to $5.03.

Staff cited multiple violations of Tariff 15-A, Item 225. |
| 111001 | 03/18/11 | Lincoln Moving failed to charge tariff container rates as follows:* Lincoln Moving charged $16.50 each for three single-use mattress covers. Tariff 15-C allows rates between $7.80 and $13.00 for a queen mattress single-use cover, and between $8.25 and $13.75 for a king single-use mattress cover. Staff cited three violations of Item 225.
* Lincoln Moving charged $66 for a .92 cubic foot container for a glass tabletop. Tariff 15-C allows rates between $1.86 and $3.88 per cubic foot, or a minimum charge of $6.35 and a maximum charge of $13.24. The maximum Lincoln Moving was allowed to charge for this container was $13.24. Staff cited one violation of Item 225.
 |

During the course of this investigation, staff found the following violations of Tariff 15-C, Item 225:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Customer**  | **Container**  | **Charge** | **Item 225 Rate** | **Violations** |
| Hoell | 10 dish packs  | $10 | $10.03 to $20.93 | 10 |
| Hoell | 40 boxes, < 3 c.f.[[1]](#footnote-1) | $2 | $2.08 to $4.35 | 40 |
| Hoell | 9 boxes, 3 c.f.[[2]](#footnote-2) | $3 | $3.10 to $6.46 | 9 |
| Sharma | 4 dish packs | $10 | $10.03 to $20.93 | 4 |
| Sharma | 10 boxes, 3 c.f. | $3 | $3.10 to $6.46 | 10 |
| Sharma | 1 plasma TV carton | $66 | $115 to $190 | 1 |
| Becker | 5 dish packs | $10 | $10.03 to $20.93 | 5 |
| Becker | 1 box, < 3 c.f. | $2 | $2.08 to $4.35 | 1 |
| Becker | 1 box, 3 c.f. | $3 | $3.10 to $6.46 | 1 |
| Danz | 5 dish packs | $10 | $10.03 to $20.93 | 5 |
| Danz | 12 boxes, < 3 c.f. | $1.50 | $2.08 to $4.35 | 12 |
| Danz | 8 boxes, 3 c.f. | $3 | $3.10 to $6.46 | 8 |
| Danz | 6 wardrobe boxes | $5 | $7.91 to $16.46 | 6 |
| Brame | 2 boxes, 3 c.f. | $3 | $3.10 to $6.46 | 2 |
| Mazure | 3 dish packs | $10 | $10.03 to $20.93 | 3 |
| Henrickson | 1 box, 3 c.f. | $3 | $3.10 to $6.46 | 1 |
| **Customer**  | **Container**  | **Charge** | **Item 225 Rate** | **Violations** |
| Henrickson | 1 plasma TV carton | $66 | $115 to $190 | 1 |

**Miscellaneous Services**

Tariff 15-C, Item 55(2) allows carriers to assess charges for third-party services incurred on during the course of transporting the customer’s goods. Before providing the service, the carrier must provide the customer with a written estimate and obtain the customer’s signature approving the additional costs.

For customer Davis, Lincoln Moving assessed a $105 charge for “parking permits.” This charge is handwritten on a computer-generated estimate form, and included on the bill of lading. The actual cost of the services provided, however, was $87.18; a $16 charge for a parking permit, and $87.18 for street barricades used during the course of the move.

# Findings

**Repeat Violations:** Lincoln Moving violated WAC 480-15-490(3) and Tariff 15-C, Item 225 a total of 119 times by failing to charge tariff rates for containers.

**New Violations:** Lincoln Moving violated WAC 480-15-490(3) and Tariff 15-C, Item 230(7) twice when it assessed four hour minimum charges for two customers on weekdays during normal business hours. Lincoln Moving also violated WAC 480-15-490(3) and Tariff 15-C, Item 55(2) when it assessed a $105 charge for “parking permits” in excess of the actual costs incurred.

### **Recommendation**

**Penalty:** Staff recommends a $100 penalty per customer for each of the seven customers charged improper rates for containers, in repeat and continuing violation of WAC 480-15-490(3) and Tariff 15-C, Item 225, for a total penalty of $700. Staff believes it is appropriate to assess violations by customer (7) rather than by actual number of violations (119) because it is the first time Lincoln Moving has received a penalty for this category of violation. Staff believes that a per-customer penalty is warranted, however, because Lincoln Moving has received past technical assistance three times in this area, as documented above.

**General:** Staff advises that Lincoln Moving must properly charge the minimum hours for weekday moves during normal business hours, as required by WAC 480-15-490 and Tariff 15-C, Item 230(7). Additionally, Lincoln Moving may only assess charges for costs actually incurred on a customer’s behalf, as required by WAC 480-15-490(3) and Tariff 15-C, Item 55(2). Staff considers this investigation as the company’s technical assistance regarding these issues. If future violations are found, staff may recommend penalties or take other enforcement action.

**SUMMARY OF RECOMMENDATIONS**

1. Staff recommends a total penalty of $700 for seven violations of WAC 480-15-490(3) and Tariff 15-C, Item 225, for failing to charge proper rates for containers in connection with seven moves.
2. Staff recommends Lincoln Moving attend commission-conducted rule and tariff training on July 11, 2012, in Olympia.
3. Staff recommends Lincoln Moving closely review this report because it provides valuable technical assistance in other areas that need improvement, as follows:
* Lincoln Moving must provide a properly completed estimate to each customer prior to moving the customer’s goods. The estimate form must include all information required by WAC 480-15-630 and Tariff 15-C.
* Lincoln Moving must provide a properly formatted bill of lading for every move, and must properly complete its bills of lading. The bill of lading form must include all information required by Tariff 15-C, Item 95, and may not include a line item for a “fuel surcharge.”
* Lincoln Moving must properly charge minimum hours for moves, as required by WAC 480-15-490 and Tariff 15-C.
* Lincoln Moving must assess charges for containers in compliance with Tariff 15-C, Item 225.
* Lincoln Moving must only assess charges for costs actually incurred, as required by WAC 480-15-490(3) and Tariff 15-C, Item 55(2).

If future violations are found in these areas, staff may recommend penalties or take other enforcement action.

**APPENDIX A **

**APPENDIX B **

1. < 3 c.f. = less than three cubic feet. [↑](#footnote-ref-1)
2. 3 c.f. = three cubic feet. [↑](#footnote-ref-2)