

Summary of Comments

The Commission received responses to its Feb. 22, 2022, Notice of Opportunity to Submit Comments regarding potential changes to Tariff 15-C in Consolidated Dockets TV-210535 and TV-210810 from the following commenters: United Moving & Storage Co.; Swan’s Moving & Storage Co.; Clutter, Inc.; Hanson Bros. Moving & Storage; Washington Movers Conference; and Public Counsel.

Questions for Consideration

1. *Tariff 15-C defines “storage-in-transit” as 90 days or less (Item 10) and provides that liability for a shipment remains with the carrier while the shipment is in “storage-in-transit” (Item 100). Permanent storage begins after 90 days.*
 - a) *Should the Commission consider changing the time shipments can be considered “storage-in-transit? If yes, what should the Commission consider and why?*
 - b) *If permanent storage began before 90 days, when should it start and why?*
 - c) *If permanent storage begins after 30 days, for example, what (if any) additional consumer protections should be extended to the customer?*
 - d) *Are there any reasons this tariff rule should remain unchanged?*

Question	Summary of Comments
<i>United Moving & Storage</i>	
1a.	No
1b.	On the 91 st day
1c.	SIT should remain at 90 days. Converting a shipment from SIT to permanent storage is an arduous task and can be expensive for the consumer and storage facility.
1d.	With Storage-in-Transit responsibility for the shipment remains with the HHG carrier until final delivery is made. Tariff 15-C contains detailed procedures for how to assess charges for a HHG shipment going into and out of Storage-In-Transit, adding or removing items from Storage-In-Transit, and/or a change in ultimate destination from that shown on the original Bill of Lading.
<i>Clutter Inc.</i>	
1a.	Yes. The concept of “storage in transit” is a very specific type of temporary storage during a household goods move. This tariff provision may be appropriate for local move that needs to be stored by the Carrier for a short period of time pending final delivery to the final destination. In this example, the Carrier either stores the goods in its truck or warehouse or arranges for temporary storage and remains liable for the goods pending final delivery. For a local “storage in transit” move, it would likely be a move of less than 30 days. If the storage is for longer than 30 days, it is most likely not storage “in-transit” and more properly characterized as permanent.

Docket TV-210535 and TV-210812
 Potential Changes to Tariff 15-C Comment Summary

	While the concept of “storage in transit” may be appropriate for Carriers that do not provide storage services, it is unnecessary and confusing for Carriers that do provide storage options for their customers, so long as the customer is protected.
1b.	Clutter recommends that permanent storage be defined as 30 days or more. The only critical issue here is when the Carrier is liable for the customers’ goods, and when the liability transfers to a third-party storage company. Any party holding customer goods for 30 days or more should be responsible to the customer and have insurance protection for the customer.
1c.	Regardless of the length of time that it takes for a move to be considered temporary or permanent, the Carrier and/or storage company must have adequate insurance coverage to protect the consumer.
1d.	If the Commission is inclined to leave this tariff unchanged, there should be an exemption in the event the Carrier and storage company are owned by the same company or an affiliate so long as both the household goods and storage affiliates have adequate insurance protection for its customers.
<i>Hanson Bros. Moving & Storage</i>	
1a.	No. There is no need to change the rules to suit one company's business plan. By leaving the SIT at 90 days, at least the public in WA State would have 90 days of some sort of protection from predatory price hikes. Clutter's storage contract contains numerous clauses that can only be considered anti-consumer, such as a waiver of a hearing on any issue, no access to class action suits and a requirement that all matters go to arbitration. These measures clearly are counter to the UTC's stated purpose of protecting the consumers of Washington.
1b.	It should be left at 90 days per the above explanation.
1c.	The UTC does not currently have jurisdiction over permanent storage. Any additional consumer protections would have to be through legislation. By reducing the permanent storage to 30 days, the consumer would lose important protections such as: <ol style="list-style-type: none"> 1. The storage facility is chosen at Clutter's sole discretion, not the customer's choice of location. 2. If any items are not protected with moving blankets, the consumer is responsible for damage to those items even though Clutter is supposedly responsible for using packing blankets. 3. The consumer is solely responsible for ensuring that all items have been inspected and photographed by Clutter and waives and releases Clutter from responsibility for any damage to items that are not photographed by Clutter. Clutter, of course, is in sole possession and control of the photographs. 4. Clutter's storage contract is specifically governed under the laws of the State of California and the consumer expressly agrees that the contract agrees to the "No Warranty" section of the contract and assent to this contract is to be a complete and unconditional release of all liability to the greatest extent permitted by law and Clutter will not be liable for any failure to return Customer items in the event of a business failure.

Docket TV-210535 and TV-210812
 Potential Changes to Tariff 15-C Comment Summary

1d.	In addition to the reasons outlined above, every permitted moving company in the state will not have to change all their printed materials and re-program their systems resulting in unneeded expense at this time of historic rising costs to the industry.
<i>Washington Mover's Conference</i>	
1a.	No. 90 days or less for "storage-in-transit" of a consumers HHGs is available for the convenience of the consumer and is an appropriate time period. Consumers have a variety of reasons for needing "storage-in-transit", i.e. the residence at destination may not be readily available, the consumer may not have selected a residence at destination at time of expected delivery date, the consumer may have an unexpected short term medical condition precluding them from readily accepting their HHGs at destination, or a family issue may have come up requiring the HHGs to remain in storage-in-transit.
1b.	There should be no change to the storage-in-transit length of time period. The consumer has the convenience to remove their HHGs from storage-in-transit at any time within the 90-day period with proper notice to the HHG carrier.
1c.	Whenever the consumer elects to place their HHGs into Permanent Storage, the warehouse is considered the final destination of the shipment and the HHGs carrier's liability for the property ends when the property is transferred into permanent storage. Permanent storage charges within Washington State are not regulated.
1d.	The consumer is properly protected relative to rates and charges, and their HHG in storage-in-transit have appropriate valuation coverage selected by the consumer on the Uniform Household Goods Bill of Lading.
<i>Public Counsel</i>	
1a.	the Commission should not change the definition of storage-in-transit to 30 days absent a significant showing that the current 90 days is harmful to customers or to household goods carriers and that the change is necessary.
1d.	<p>The Commission retains jurisdiction over household goods movers and extends its protections to customers of regulated household goods carriers so long as the goods are considered storage-in-transit. Upon becoming permanent storage, liability for a customer's goods shifts to the warehouse, and, as Clutter's petition states numerous times, storage services are not regulated by the Commission. Retaining the longer, 90-day definition of storage-in-transit would ensure customers who may need additional time to determine a permanent location for their household goods are protected by Commission rules and oversight.</p> <p>Commission rules regulate the valuation of the goods as well as carrier responsibility and level of insurance coverage over the goods. It is unclear to Public Counsel whether warehouses would extend the same protections and coverage to customers upon the change of status of the goods to "permanent storage." It is also unclear whether such warehouses would provide sufficient notice to customers of the change in status and insurance coverage or allow customers to modify the coverage they receive from the warehouse. Public Counsel does not believe 30 days would</p>

Docket TV-210535 and TV-210812
 Potential Changes to Tariff 15-C Comment Summary

	provide sufficient time for adequate notice while also providing customers enough time to move their goods if they do not agree to the terms offered by the warehouse for permanent storage.
--	--

2. *Tariff 15-C Item 102(5) includes a contract for small goods transportation and storage services. This contract is very similar to the Item 95 Bill of Lading.*
- a. *Could the contract in Item 102(5) be removed from Tariff 15-C, and small goods transportation and storage services use the Item 95 Bill of Lading instead?*

Question	Summary of Comments
<i>United Moving & Storage</i>	
2a.	No. UTC HHG Tariff No. 15-C ITEM 102 was negotiated by UTC staff, WMC and its members, and interested commercial storage businesses. The intent of this Tariff ITEM is to provide customers a convenience for storage of a limited number HHG items that take up space at the customer’s residence when not in everyday use. The contract of small goods is simple since it covers transportation on form origin to a storage facility. The Uniform Household Goods Bill of Lading is inclusive for all services between residence and destination including, but not limited to packing, unpacking, storage 3rd party services.
<i>Clutter Inc.</i>	
2a.	A bill of lading is a contract, and the small goods transportation and storage contract is very similar to the bill of lading contract. Having two very similar but different contracts can be confusing to Carriers and their customers. For example, if a customer had 14 small items picked up and delivered into storage one week, and 32 small items another week, different contract forms will be used. Clutter recommends that one contract form be required for all moves in a more user-friendly format.
<i>Hanson Bros. Moving & Storage</i>	
2a.	If using the same Bill of Lading would entail additional required items being added to the Item 95 Bill of Lading, then no. It has so much information on it presently that adding more will make it more confusing for the consumer and personnel trying to have it completed properly on a job site.
<i>Washington Mover’s Conference</i>	
2a.	While the Contract called for in HHG Tariff No. 15-C ITEM 102 is similar to the HHG Bill of Lading shown in ITEM 95, there is sufficient commonality between the Uniform Household Goods Bill of Lading and the Contract for Small Goods Transportation to require both to remain in the HHG Tariff No. 15-C for the choice of use by the HHG carrier.
<i>Public Counsel</i>	
2a.	Public Counsel does not believe that the existing bill of lading should replace the contract for small goods transportation and storage services on a permanent basis.

Docket TV-210535 and TV-210812
 Potential Changes to Tariff 15-C Comment Summary

	<p>Although bills of lading (Item 95) and the contract for small goods transportation and storage services (Item 102(5)) contain substantially similar information, the contract for small goods differs from the bill of lading in several significant respects.</p> <p>The contract for small goods transportation and storage:</p> <ul style="list-style-type: none"> • requires “a binding price for the return of the household goods to the customer within three business days of the customer’s request for return.” This term notifies customers of the requirement under Item 102(3) for a carrier to return a customer’s goods within three days of the request. • binds the carrier to a stated price for this service and protects the customer from last minute price changes. <p>In contrast, bills of lading specifically state that:</p> <ul style="list-style-type: none"> • unless specific arrangements have been authorized by the contract, the carrier is not required to transport the customer’s goods by any particular schedule and is not liable for delays. • the carrier is only liable for items held in storage-in-transit and the bill of lading must clearly state this limitation of liability. <p>In contrast, Tariff 15-C states that the carrier’s liability for the household goods under a contract for small goods transportation and storage does not cease until the goods are returned to the customer. The storage-in-transit definition does not apply to small goods transportation and storage.</p>
--	---

3. *Tariff 15-C Item 230(2) requires moving companies to bill customers in 15-minute increments.*
- a) *Should the Commission consider eliminating the current time increment requirement and, instead, allow companies to bill customers by the minute?*
 - b) *Should the tariff rule retain the option to bill in 15-minute increments, and add the option to bill by the minute?*
 - c) *If the Commission allows billing for time spent on the job by the minute, will that change how you track time spent on the job?*

Question	Summary of Comments
<i>United Moving & Storage</i>	
3a.	The intrastate transportation of HHG in a local move or mileage rated move is a complex, labor intensive, activity. The use of the 15-minute increment in billing for transportation of HHG is a reasonable time for charging purposes when transporting HHG.
3b.	No. See 3a.
3c.	No
<i>Swan’s Moving and Storage Co.</i>	
3a.	Charging customers by the minute will not work. The crew leader would have to keep track of each crew members time to the minute, and try to estimate the drive

Docket TV-210535 and TV-210812
 Potential Changes to Tariff 15-C Comment Summary

	time back to the warehouse. It would require purchasing special software, which we cannot afford. 15-minute increments are easily tracked and easily explained to the customer.
<i>Clutter Inc.</i>	
3a.	Clutter recommends that the Commission modernize Tariff 15-C to allow real time billing for those companies that have updated technology, but there is no reason the Tariff must have one method or the other. The Tariff can be written to allow a company to bill in real time or in 15-minute increments. Many other provisions of Tariff 15-C already give the Carrier various options for billing. Clutter notes, however, that billing in 15-minute increments may not be customer friendly if the carrier rounds up to the nearest 15 minutes.
3b.	See Clutter's response to 3(a) above.
3c.	Clutter already tracks in real time but bills in 15-minute increments for Tariff 15-C compliance.
<i>Hanson Bros. Moving & Storage</i>	
3a.	No, there is no need to bill by the minute. Estimates must be provided that show the number of people on the job, number of trucks, materials to be used, how much weight and cube for the shipment plus rates for the time and amounts of materials used. To estimate those items, plus factor in traffic, access issues, use of elevators or long carries plus all the other unforeseen circumstances that present themselves on a move down to the minute is neither practical nor realistic.
3b.	No need to bill by the minute. To offer that option is to create a false impression of precision that is neither practical nor realistic to the consumer.
3c.	No. We do not believe that by having a sales gimmick saying we charge by the minute we can give an honest estimate of charges to a prospective client. As local moving is charged by the hour, portal to portal traffic, elevators, stairs, congested buildings, etc. all make estimating down to the minute not realistic in today's environment.
<i>Washington Mover's Conference</i>	
3a.	No. The HHG carrier must ensure that the customer specifically chooses Storage-in-Transit (SIT), Permanent Storage, Storage-in-Vehicle (SIV), or Small Goods Transportation and Storage service by signing or initialing on the Uniform Household Goods Bill of Lading or Contract. The customer is responsible for the added charges for delivery service, storage service, warehouse handling, valuation charges, and final delivery of the shipment. Handling HHGs moving into storage takes several steps that would be difficult to track in one-minute increments. Who would track the time of all employees who would be working in different areas within the residence? Besides, employees have required work breaks and lunch breaks which are not chargeable and may occur at different intervals during the day.
3b.	Retain the 15-minute increment only for reporting work time consumed.
3c.	No. Some elements required for proper invoicing are a judgement call. Upon leaving the consumer, it would be impossible to accurately let the consumer know what the drive time back to the terminal will amount to based on congestion on Washington's highways and roadways.

Public Counsel	
3b.	Public Counsel believes that the Commission should retain the option to bill customers in 15-minute increments and add the option to bill by the minute. This change would be beneficial to customers who may only need quick access to their items without forcing all carriers to modify their existing business practices. Carriers who chose not to modify their billing systems to bill on a per minute basis can continue to bill using 15-minute increments.

4. *Tariff 15-C Item 230(7)(a)(ii) sets the minimum hours carriers can charge for household goods moves that occur after hours, on weekends, and on state-recognized holidays at four hours.*
- a) *Should the Commission consider removing the four-hour minimum and adopt a one-hour minimum for all moves?*

Question	Summary of Comments
United Moving & Storage	
4a.	No. Rates and charges under HHG Tariff No. 15-C ITEM 230(7)(a)(ii) are provided at the customer's request and if the HHG carrier agrees to do the move at other than regular business hours, increased business costs will occur. In addition, Local Move jobs typically take longer than just one hour. Just the drive time from the carriers terminal to the customer's residence could take up to an hour and then there is travel from origin to destination and back to terminal.
Clutter Inc.	
4a.	<p>Clutter recommends that the four-hour minimum requirement be eliminated from Tariff 15-C because some jobs can be done more expeditiously. For example, a smaller local move over the weekend may only take 2 hours, which if the 4-hour minimum is retained, would result in a significant overcharge to the Customer.</p> <p>Further, the Tariff as written can lead to very different results based on minor differences in start/stop times. For example, if a move starts on a Monday at 8 a.m., a one hour minimum would apply. The same move would require a 4-hour minimum if it started at 7 a.m. And a two hour move that ended at 4:30 p.m. would be a two hour move, whereas, if it ended at 6 p.m., it would be a 4 hour move. Setting a one-hour minimum would eliminate all these issues.</p> <p>Notwithstanding, Clutter requests that the Tariff allow a Carrier to set a minimum time for a move so long as it is clearly started in the estimate and bill of lading. For example, there may be moves that require a minimum hourly charge to make it economical, which is why the 4-hour minimum move on weekends, after hours and holidays is likely in the Tariff. In other words, <i>a Carrier should be allowed to set a specific hourly minimum for a move but should not be required to.</i> Customers may shop around to find the most competitive Carrier for a move.</p>

<i>Hanson Bros. Moving & Storage</i>	
4a.	No. The people that will end up taking the brunt of a reduction to a one hour minimum are the movers actually doing the work. Uncaring or unscrupulous companies could try to call in labor for a I-hour job with the risk of losing one's job if they do not comply.
<i>Washington Mover's Conference</i>	
4a.	No. Work on Saturdays, Holidays, and before 8:00am and after 5:00pm is performed at the consumer's request following the consumer's signature on the Estimated Costs for Services or a Supplemental Estimated Costs for Services. Sometimes, that's the only time the consumer can be available. For the HHG carrier to meet the consumer's request will take extra work time to determine workers availability on the weekend or will weekend work put the worker into an overtime pay situation. This could easily be the case for a small regulated HHG moving company with not many employees. In addition, sufficient supervisors will need to be available to open the terminal, issue vehicle keys, and provide the appropriate paperwork for the job at hand.
<i>Public Counsel</i>	
4a.	<p>Public Counsel believes that the Commission should consider removing the four-hour minimum for after hours, weekend, or holiday moves. Public Counsel believes that it is unfair to charge consumers for a four-hour minimum when that amount of time is not required to move their household goods. We also believe that requiring a four-hour minimum charge on weekends or off hours may harm customers who must schedule their move outside of 8am-5pm on weekdays. Public Counsel is interested to hear from other stakeholders as to why a four-hour minimum on weekends or holidays might be necessary.</p> <p>In the alternative, Public Counsel believes that language could be added to the tariff item that restricts the use of a one-hour minimum to smaller household moves, such as those categorized as small goods transportation and storage. This would enable companies willing to provide such service to do so without overcharging consumers.</p>

5. *WMC's petition requested removal of all maximum tariff rates contained in Tariff 15-C, while maintaining a "reasonable Minimum Rate Band."*
 - a) *Are the current minimum tariff rates reasonable?*
 - b) *If not, how should the Commission alter the minimum rates?*
 - c) *How should the Commission determine/establish minimum rates?*

Question	Summary of Comments
<i>United Moving & Storage</i>	
5a.	No
5b.	Will need to provide information later.
5c.	No response.

Docket TV-210535 and TV-210812
 Potential Changes to Tariff 15-C Comment Summary

Question	Summary of Comments
<i>Swan's Moving and Storage Co.</i>	
5b.	Minimum rate band should not be removed. How would we be able to compete with companies who could potentially “give the work away” for free?
<i>Clutter Inc.</i>	
5a.	<p>Clutter recommends that the minimum hourly rate band be set to \$0.00. The Tariff should allow carriers to offer promotions, and some carriers such as Clutter offer other services such as storage where the move is a nominal part of the transaction. Setting an artificial minimum band is not customer friendly and may result in significant overcharges for the customer. Notwithstanding, if WMC can show that the upper bands do not allow the recovery of costs, Clutter would not oppose such a modification to the Tariff. Clutter would also not oppose eliminating the hourly bands altogether.</p> <p>If the Commission is not inclined to eliminate the minimum rate band, Clutter requests that Tariff 15-C allow an exception for this requirement for moves involving storage. For moves involving storage, the actual move is a very small part of the overall transaction, and an hourly minimum is not in the consumers' best interest.</p>
5b.	Please see Clutter's response to 5(a).
5c.	Please see Clutter's response to 5(a).
<i>Hanson Bros. Moving & Storage</i>	
5a.	The minimum is too low if they are operating legally and not attempting to operate at below cost in an effort to force out the competition.
5b.	Automatic CPI adjustments on a regular basis so a timely increase goes into effect when the expenses are being incurred, not years down the line. Also allowing an additional charge for credit card fees on all rates. It was surprising how many clients wrote checks instead of using a credit card during the short time it was allowed to be a separate line item thus saving a large amount in fees.
5c.	By doing a new cost study to find out the realistic cost for running the business legally and increasing it by the CPI each year. If unforeseen usual expenses increase by an excessive amount not reflected in the CPI, then perhaps a surcharge could be added until those expenses moderate or a new rate study is performed.
<i>Allwest Transportation</i>	
5b.	Companies should be able to charge whatever they deem appropriate for their services. We should let the economics of supply and demand in an already very competitive and low barrier industry balance out.
<i>Washington Mover's Conference</i>	
5a.	Yes, the Minimum Rate Band is reasonable to maintain sufficient structure

Docket TV-210535 and TV-210812
 Potential Changes to Tariff 15-C Comment Summary

	to allow HHG carriers to understand their costs and the need to charge appropriately for their business needs. The minimum Rate band precludes HHG carriers from giving away their services.
5b.	No alteration needed.
5c.	The same as always with an appropriate rate study.
Public Counsel	
5a.	Public Counsel believes that, in a competitive environment, it is possible, given the existence of various other consumer protections, a minimum tariff rate may not be necessary. However, we are interested to hear from other stakeholders as to whether a minimum rate should continue to be part of the tariff.
5c.	Rates established by the Commission must be based on cost of service. The Commission should conduct a robust cost of service study to determine the appropriate rates. However, the Commission may also need to consider what to do about companies that are outliers in a cost-of-service study, i.e., their costs are much higher or lower than the average moving company. The Commission has previously rejected attempts to “restrict industry pricing flexibility” that would “discourage companies from offering innovative services.” Public Counsel believes that the Commission should not necessarily raise the minimum rate or take other actions that would restrict innovation or efficiencies.

6. *Tariff 15-C contains several maximum rates for various goods and services.*
- a) *Are the current maximum tariff rates reasonable? Why or why not?*
 - b) *If the Commission were to set the maximum rates to allow the industry the ability to recover the costs outlined in WMC’s petition, how should the maximum rates be set?*

Question	Summary of Comments
United Moving & Storage	
6a.	No, they are not reasonable due to inflation and there should be no maximum price set. Carriers should be allowed to adjust their price according to supply and demand.
6b.	The Commission and UTC should remove themselves for dictating rates and focus on consumer protection rules only.
Clutter Inc.	
6a.	Clutter has not done a cost-of-service study to determine if the maximum rates are sufficient. Notwithstanding, all Carriers are facing worker shortages, supply chain issues, inflation, and a dramatic increase in fuel and other costs. Accordingly, a closer review of the maximum tariff rates may be warranted. Clutter would not oppose the elimination of the hourly bands altogether.
6b.	While Clutter looks forward to seeing other stakeholder comments in response to this question, a way to resolve some of the concern related to the adequacy of maximum rates in the current economic environment, would be to make fuel costs a pass-through cost to the customer, either on a per mile or per gallon basis. By doing so, there would be less of a need to update the maximum rates since one of the key

Docket TV-210535 and TV-210812
 Potential Changes to Tariff 15-C Comment Summary

	variable costs would be directly passed through to customers. This cost, of course, would need to be detailed in the estimate and bill of lading.
<i>Hanson Bros. Moving & Storage</i>	
6a.	<p>No. The maximum rates are not reasonable in all cases. With the tight labor market, moving companies are competing with all the other trade type industries which can raise their prices whenever their costs and the market dictate. With no regular CPI adjustments to the tariff, moving companies have no way of knowing if rate adjustments will be coming. Many of the rates were raised in Feb 2020 but they had been static since 2008.</p> <p>By expanding the local hourly rated shipments to 100 miles, it would eliminate one of the problems with the shorter unprofitable mileage rated shipments. It would also save time, fuel, emissions and wear and tear on equipment.</p> <p>Packing material wholesale costs, fuel and insurance have gone up even much faster than the CPI so perhaps common knowledge and easy to verify items could have additional increases or surcharges over a yearly planned CPI adjustment if eliminating the maximum cap is not considered.</p>
6b.	The petition was to take the maximum cap off the tariff so the need to figure out how they should be set would not be needed. The individual companies' costs, capacity and public demand dictate what the rates should be, but it varies by the time of year, what days within the month and what the licensed competition is charging. Just like in the airline industry if you want to travel during the holidays, it is more expensive than a redeye in the middle of the week during the slow times.
<i>Allwest Transportation</i>	
6a.	The maximum rate band should be removed. Nearly every expense regularly incurred by a moving company has risen substantially and dramatically over the past 18 months. Fuel and wages are the most obvious, however, we have seen also seen massive cost increases in packing material, moving related equipment (dollies, pads, etc), vehicles (maintenance and new/used vehicles) and insurance – just to name a few.
<i>Washington Mover's Conference</i>	
6a.	<p>No, they are not.</p> <ol style="list-style-type: none"> 1. Rampant inflation and state legislative actions impacting intrastate HHG moving business operations severely impact regulated intrastate moving companies from achieving a reasonable return on their investment in their business. 2. Consumer prices have surged, increasing 6.8% over the latest 12-month period - making it the highest such increase in nearly 40 years. While prices increased across the board, prices for gas, food, used and new vehicles were the major contributors, according to the Bureau of Labor Statistics. 2. Data released this month by the Bureau of Labor Statistics show gas prices

Docket TV-210535 and TV-210812
 Potential Changes to Tariff 15-C Comment Summary

	<p>nationwide have surged just over 58 percent and food prices were up 6.1 percent in November over the past year.</p> <p>3. Packing material for HHG moves have seen three increases from wholesalers in the past year for example.</p> <p>3. With approval to remove the Maximum Rate Band from, intrastate HHG moving companies could adjust their rate item pricing based on market increases (with approval by the consumer) by the customer's signature on the Estimated Costs for Services</p>
6b.	No response
Public Counsel	
6a.	Public Counsel looks forward to the comments of other stakeholders as to whether the current maximum tariff rates are reasonable.
6b.	Rates established by the Commission must be based on cost of service. Public Counsel believes that the Commission should explore the possibility of separating out the costs that are most variable from the hourly or mileage rates that moving companies charge.

General Comments

Party	Summary of Comments
Public Counsel	<p>Public Counsel also encourages the Commission to consider a few updates to its website to make it easier for consumers to research movers or file a complaint. Notably, moving companies are called “households goods carriers” on the Commission’s website. We suggest including the word “movers” or “moving companies” alongside “household goods carriers” because the term household goods carriers is not a common layperson term. For example, the webpage could be titled “movers/household goods carriers” or “movers (household goods carriers)”.</p> <p>Along the right side of the main household goods carriers’ webpage, there are several links to other important pages. We suggest adding a link near the top of the page to “file a complaint” that would direct consumers to the public complaint form.</p>