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WILLAMETTE TARIFF BUREAU, INC.

1444 S.E. HAWTHORNE BOULEVARD, PORTLAND, OREGON 97214 • PHONE (503) 236-1183 • FAX (503) 236-9794

204788

Petition for:
The Surface Transportation Board
Office of the Secretary – Suite 700
1925 K Street, N.W.
Washington, DC 20423-0001
(202) 565-1674



Secretary Vernon A Williams
& The Board

February 14, 2002

Petition to Renew the 5A agreement of **Willamette Tariff Bureau, Inc.**
referenced as Application 116. —/

With limited amendment to bylaws as follows:

- 1: In conformance with proceedings before the STB, all collectively set rates will be published with and be presented to the public containing the maximum % above and the minimum % below published rate that constitutes the range of rates that is known to move traffic, except as provided in Paragraphs 2 to 4 herein. In addition, NO member carrier may impose a loss-of-discount penalty for late payment that references or is linked in any way to a WTB bureau-set rate.
- 2: Electronic Mileage Guides providing point to point distance will not contain the provision outlined in Paragraph 1.
- 3: Rates published to comply with Regulated State Markets such as WTB 200 – ODOT 200 will not contain this provision. These rates are provided to shippers with a flyer outlining the nature of the rates, whether the rates are specific as filed or whether there is a permitted range of rates up or down from the published rate and what limitations of liability apply.
Please see attached TR 37's and Addendums as provided to Oregon HHG shippers.
- 4: Tariffs that are known to be modified less than 25% up or down from the published rates will be considered to be rate structures with integrity and will bear a notation on the cover page or on the CD or Jewel Case for the CD to that effect and will be deemed to need no discussion of integrity of the rates upon which charges are predicated other than is usual to that business relationship.



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WTB favors rates based on the cost of providing service, rather than on the shipper's knowledge or ability to pay. Traditionally WTB has wished to avoid discrimination in its publication of collective rates and has published largely net rates to move traffic without discounting.

WTB intends substantive procedural changes to reform its bylaws as discussed with Mr. Konschnik of the STB Office of Proceedings to improve and modernize service. These changes involving shipper participation up to but not including the right to cast a vote; electronic communications and electronic presence at WTB meetings; amendments to WTB bylaws and rules; destruction of archives from 1995 not known to be actively referenced and other issues have been postponed for discussion at WTB's annual meeting. This will give carriers who have yet to embrace Internet, email and other electronic interaction a chance to be heard. While it is likely that there will be a mandate for change, that is as yet uncertain.

We would like to thank the board for its continued assistance as we consider ways to include smaller carriers and shippers in bureau discussions. While online training and resources seem to be the best way to reach owner operators and small businesses, we are open to other ideas that might help educate organizations too small to maintain a traditional traffic department.

Best Regards,

Matthew J. Muldoon - VP Operations
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General Information For Moving Household Goods In Oregon

The Oregon Department of Transportation (ODOT) requires the mover to give you this bulletin to provide information about purchasing the services of a motor carrier moving company. It tells you about your rights and responsibilities when having household goods moved within Oregon.

Moving company rates and services are regulated by ODOT when the origin and destination of a move are within Oregon.

If, after discussing your move with the mover, you still need information or assistance, you may obtain help by contacting:
ODOT, 550 Capitol St. NE, Salem, Oregon 97310-1380, (503) 378-5987.

ESTIMATES:

- (a) Estimates are free of charge. You may obtain more than one estimate in order to compare movers and service. Be sure to tell each estimator the same information in order to compare service and quality of estimates;
- (b) Estimates must be in writing. An estimate of charges may only be given after a visual inspection of the goods by the mover. Oral or telephone estimates are not permitted;
- (c) You should NOT select a mover based solely on the lowest estimate provided because estimates are not binding and may differ from the final cost;
- (d) Be cautious if you receive a very low estimate as compared to other estimates. All services may not have been included or it may not be accurate;
- (e) **BINDING ESTIMATES OR GUARANTEES OF ACTUAL CHARGES ARE ILLEGAL ON INTRASTATE TRANSPORTATION OF HOUSEHOLD GOODS IN OREGON;**
- (f) **FINAL CHARGES FOR MOVES MUST BE BASED UPON RATES PUBLISHED IN THE MOVER'S TARIFF AND APPROVED BY THE PUC OR ODOT, REGARDLESS OF ANY ESTIMATE GIVEN BY THE MOVER PRIOR TO THE MOVE.**

CHANGES/ADDITIONAL SERVICE REQUIRES AN ADDENDUM ESTIMATE:

When a written estimate of cost for services has been given to you but additional services (not included on the first estimate) are needed, an addendum estimate must be prepared. This means that if you ask for additional materials or service, or an unforeseen circumstance arises, a second estimate must be given to you. An addendum estimate must clearly show you any extra estimated costs, and be signed by you as authorized.

ESTIMATES FOR DELIVERY INTO STORAGE:

- (a) If your shipment will be put into storage, be sure to look at the origin and destination address(es) on the estimate. This will tell you if the estimate is for one-way transportation only (into the warehouse), or for the complete trip to the final destination;
- (b) If needed, ask for a second estimate of charges for removing your goods from storage and delivering them to the final site;
- (c) Be sure the estimate includes the warehouse handling and storage charges. Generally, new storage charges are added monthly.

UNDERESTIMATES:

- (a) ODOT rules do not allow movers to provide underestimates for service. It is an underestimate if the final charge is higher than 10 percent of the original estimate, and addendum estimate (if any);
- (b) ODOT requests that you contact them if this happens, so that the situation may be investigated. ODOT may file a formal complaint against a mover for underestimating;
- (c) If an underestimate does occur, you must still pay the total tariff charges because estimates are not binding;
- (d) If payment is due upon delivery, the amount that must be paid is the estimated (and addendum estimate amount, if any) amount plus 10 percent. The excess amount is the amount above that. You may request deferred payment of the excess amount for 15 days. The 15-day extension does not include Saturdays, Sundays, or holidays.

HOURLY RATED LOCAL MOVES:

- (a) Local moves are generally within an area of 30 airmiles and are charged for on an hourly basis. Hourly rates depend upon the number of persons and vehicles employed on the job and whether overtime is involved;
- (b) No inventory listing is required to be made by the mover on local hourly moves. You may wish to prepare your own inventory and count the items and boxes as they are loaded and unloaded. Discuss this with the mover in advance because a successful loss or damage claim settlement may depend on it.

INTERCITY MOVES; RATED ON WEIGHT AND MILEAGE:

- (a) An intercity move is generally between cities more than 30 airmiles apart. The rate is published in cents per 100 pounds. The charges increase in relation to the weight of the shipment and the distance moved. Accessorial services are charged separately;
- (b) An inventory of items must be prepared by the mover for an intercity shipment prior to loading. The inventory document will be coded to list any pre-existing damage of your goods. This is so that the condition of your goods may be established at origin in case of a later claim;
- (c) After completing the inventory, the driver and you should sign each page of the inventory. You have a right to note any disagreement with entries regarding damage or unusual wear noted by the mover. Your ability to recover from the mover for any loss or damage may depend on the notations made;
- (d) The driver must give you a copy of each page of the inventory. You should attach your copy of the inventory to your copy of the bill of lading. It is your receipt for the goods.

PACKING YOURSELF:

- (a) Caution: Generally, a moving company will NOT accept liability for items you pack yourself (unless the mover is negligent in handling the items). Any items you pack must be able to withstand the normal rigors (shaking) of transportation. Discuss this with the mover. Consider asking the mover to pack any fragile items for you;
- (b) Do not pack jewelry, money, or valuable papers with your belongings. Never pack matches, flammables, or other dangerous articles.

VALUATION OPTIONS:

- (a) Notice: A household goods mover's liability for loss or damage caused by the mover is limited in Oregon to 60 cents per pound per article based upon the actual weight of each article;
- (b) Additional valuation protection may be purchased from the mover or an insurance company of your own choosing;
- (c) You may want to check with your own insurance company first. Ask whether your insurance coverage applies when your goods are transported by a for-hire carrier;
- (d) **YOU ARE FREE TO PURCHASE INSURANCE FOR YOUR GOODS FROM SOMEONE OTHER THAN THE MOVER;**
- (e) Valuation protection options are available from the mover depending on your declared value of the goods. Movers shall include in their information bulletin the valuation protection option(s) they offer, which may include:
 - (A) Option 1. Released Value Protection/Almost No Coverage. This type of valuation pays up to 60 cents per pound per article for any lost or damaged article. For example, it would pay a maximum of \$30.00 for a 50-pound table (\$.60 x 50 lbs.). You are not required to pay an extra charge for this option;
 - (B) Option 2. Depreciated Value Protection. The weight of your goods is multiplied by \$1.25 per pound to figure the value of your goods, or you may declare a lump sum value of your goods. The greater of the two value figures will be used to calculate the amount you must pay for this protection. Ask your mover for the current price of this option. Any items lost or damaged are subject to depreciation under this option;
 - (C) Option 3. Replacement Cost Protection. The weight of your goods is multiplied by \$3.50 per pound to figure the value of your goods, or you may declare a value of \$10,000 or more. The greater of the two value figures will be used to calculate the amount you must pay for this protection. Ask your mover for the current price of this option. Depreciation does not apply under this option.

ADDITIONAL VALUATION INFORMATION:

- (a) Hourly rated shipments are not usually weighed, so a lump sum value must be declared if you wish to purchase depreciated value or replacement cost protection;
- (b) If NO option is chosen and signed by you on the bill of lading, the mover will assign depreciated value protection (Option 2 under VALUATION OPTIONS (e)(B) of this rule). You will be required to pay the valuation charge for this protection;
- (c) Be sure the bill of lading has the option you have chosen before you sign it;
- (d) Caution: If the actual value of your goods is higher than the amount you declare on the bill of lading, you may NOT be fully covered. If you are unsure of the value of your goods, you should check your homeowner's policy or call your insurance agent.

POINTS TO REMEMBER:

- (a) Bill of Lading Contract: The bill of lading is a contract between you and the mover. The mover is required by law to prepare a bill of lading for every shipment it transports;
- (b) Get a copy of the bill of lading from the driver who loads the shipment before your goods leave the point of origin. It must show the mover's name, address, and telephone number, the address and telephone number furnished by you to which the mover can send messages regarding your shipment, the location to which your goods are moving, the date of loading, the preferred delivery date and the declared value of your goods;
- (c) It is your responsibility to read the bill of lading before you sign it. If you do not agree with something on the bill of lading, do not sign it until you are satisfied that the bill of lading shows what service you want;
- (d) The bill of lading requires the mover to provide the service you have requested, and requires you to pay the mover the charges for those services. The bill of lading is an important document. Do not lose or misplace your copy. Have it available until your shipment is delivered. Keep it until all charges are paid and all claims, if any, are settled;
- (e) Weights: The transportation charge for an intercity move is based on the actual weight of the shipment and distance moved, plus the charge for any accessorial services provided. If you question the weight reported by a mover, you may request that the shipment be reweighed prior to delivery when scales are available. You may be assessed an extra charge for reweighing.

AT DELIVERY, CHECK FOR LOSS OR DAMAGE:

- (a) At the time of delivery, check for missing items and for damage. If an inventory was prepared, it is your responsibility to check the items delivered against the items listed on the inventory;
- (b) If any item is missing, or new damage is discovered, discuss it with the driver. Make a record of the missing or damaged goods on the driver's copy and your copy of the bill of lading or inventory;
- (c) After the shipment is unloaded, the driver will request that you sign the bill of lading and/or inventory sheets to show that you received the items listed. Do not sign these documents until your notations have been made if any items are missing or damaged;
- (d) A claim settlement may depend on whether these notations were made by you at the time of delivery. Keep any evidence, such as crushed cartons, until the claim is settled.

LOSS OR DAMAGE CLAIMS:

- (a) Should your move result in the loss or damage to any of your property, you have the right to file a claim with the mover to recover for such loss or damage. Claims must be filed with the moving company in writing within nine months from the date of delivery. You should, however, file a claim as soon as possible. Claim forms may be obtained from the mover;
- (b) After receipt of your claim, the mover must:
 - (A) Acknowledge receipt of your claim by notifying you in writing within 30 days;
 - (B) Pay, decline, or offer a firm compromise settlement in writing within 120 days of receipt of your claim;
 - (C) Notify you in writing of the reasons for any delay in settling your claim beyond 120 days;
 - (D) Continue to notify you in writing of the reason for the delay each 60 days thereafter until the claim is settled.
- (c) ODOT does NOT have the authority to settle claims but does enforce these time limits. The mover must send a copy of any delayed claim letter to ODOT. Contact ODOT if the mover does not adhere to these time limits;
- (d) The time limit to file suit against the mover is within two years and one day from the date of any claim disallowance received in writing.

TR-37 Addendum

Furniture you assembled yourself or a store assembled for you "Ready to Assemble Furniture"

- (a) Oregon has limited moving company liability on "Ready to Assemble" furniture whose components are NOT bordered by solid wood, veneer plywood or metal with structural fasteners that join into one of these materials. Ready to Assemble furniture does not stand up to the normal strains of moving and needs to be fully disassembled prior to your move to avoid loose joints, chipping, and breakage. The cost of repair can exceed the value of this furniture.
- (b) If you have purchased furniture second hand, look for fasteners secured into cam locks or into any material other than solid wood, veneer plywood or metal. Review your "Ready to Assemble" furniture and make sure it is worth moving and decide as soon as possible how you will have it disassembled at origin and reassembled at your destination.
- (c) Your least expensive option is to disassemble furniture completely removing and carefully placing all hardware, fasteners, pins, cams, handles, wafers and dowels into a clearly labeled box. Your mover will then move these items at the valuation you chose.
- (d) Your mover can also arrange for "Ready to Assemble" furniture to be disassembled and re-assembled for you at additional cost. If, however, these items are moved assembled they will be moved at your risk with specific caps on carrier liability.

**Please provide this page to shippers
in addition to the TR-37.**

**A formal rulemaking process expected to
take up to 1 year to conclude will address
the final language to be added to parts of
the Oregon Administrative Rules amending the TR-37.**

**In the meantime
please include this page with your TR-37**

Mandatory Receipt

I acknowledge that I have received, at first contact with the carrier, a copy of the form entitled GENERAL INFORMATION FOR MOVING HOUSEHOLD GOODS IN OREGON which explains the Oregon rules and regulations affecting intrastate shipments of household goods.

I understand that my final charge for service must be based on rates that have been approved by the Oregon Department of Transportation or the Public Utility Commission and published in a tariff regardless of any estimate for service provided to me by the household goods mover.

I UNDERSTAND THAT AN ESTIMATE IS NOT A FIRM BID

DATED _____

(SHIPPER)

(MOTOR CARRIER)