



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

July 15, 2014

CBCA 3541-RELO

In the Matter of CHRISTOPHER T. KILMARTIN

Christopher T. Kilmartin, Fredericksburg, VA, Claimant.

John E. Hosley, Deputy Director, Joint Personal Property Shipping Office - North Central, Personal Property Activity Headquarters, Department of the Air Force, Colorado Springs, CO, appearing for Department of the Air Force.

DANIELS, Board Judge (Chairman).

The Department of the Air Force issued to Dr. Christopher T. Kilmartin orders to make a temporary change of station from Virginia to Colorado in July 2013. The agency told Dr. Kilmartin to make his own arrangements for shipment of his household goods.

Dr. Kilmartin engaged Mayflower Transit, LLC to move his goods. Mayflower charged him \$2502.07 for its services. The mover explained that its price was based on the shipment of the minimum amount of goods it would move, 2100 pounds. Dr. Kilmartin asked the Air Force to reimburse him for this charge. The agency raised two objections to the request: First, according to paragraph C5160-C.2 of the Joint Travel Regulations, “[r]eimbursement is limited to actual expenses incurred by the employee, [not to exceed] the cost of a [government] arranged move for the same [household goods] weight,” and the cost of a government-arranged move for 2100 pounds was only \$1995.79. Second, Dr. Kilmartin had not submitted a weight ticket proving that his goods weighed 2100 pounds.

In response, Dr. Kilmartin provided the Air Force with the following note from a Mayflower representative:

I am writing to address the fact that no weight ticket was provided on your shipment from [Virginia] to Colorado Your move was a guaranteed price move based on a 2100 lb [minimum] (no more, no less). In actuality it probably was estimated at no more than 500-600 lbs. A driver is not required to obtain a weight ticket on this type of minimum required shipment as it is visibly obvious to him that it will not exceed 2,100 lbs. Hence there is [no] point for a weight ticket since the customer has agreed to pay for 2100 lbs (minimum).

The Air Force has now agreed to reimburse Dr. Kilmartin \$1995.79 for this shipment, provided that the Board finds that the note from the Mayflower representative is sufficient proof that the proper charge was one for transporting 2100 pounds of goods. Dr. Kilmartin has agreed to accept this payment as complete satisfaction of his claim.

The Board finds that the note from the Mayflower representative is sufficient proof that the proper charge was one for transporting 2100 pounds of goods. We thus remove the condition which was preventing the parties from settling the claim.

STEPHEN M. DANIELS
Board Judge