

DECISION

L-Mil
**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548**

FILE: B-206294**DATE:** December 15, 1982**MATTER OF:** Staff Sergeant
USAF**DIGEST:**

An Air Force sergeant who received orders reassigning him from Spain to North Dakota sent a copy of the orders to his wife in New Hampshire with directions to arrange for the temporary storage and transport of their household goods. An Air Force transportation officer instructed her to make her own arrangements and she followed those instructions.

Reimbursement of storage costs is authorized since service personnel become entitled to transportation (including temporary storage) of household goods at Government expense upon receipt of permanent change-of-station orders, and a member is entitled to reimbursement of all costs incurred if the transportation officer declines to accept responsibility for his household goods shipment.

This action is in response to a request for an advance decision from the Accounting and Finance Officer, Grand Forks Air Force Base (AFB), North Dakota, concerning the propriety of making payment on the claim of Staff Sergeant

, USAF, for reimbursement of the expenses he incurred in 1981 for the temporary storage of his household goods while his reassignment from Spain to North Dakota was pending under permanent change-of-station orders. The request was approved by the Per Diem, Travel and Transportation Allowance Committee and was assigned PDTATAC Control Number 82-4.

In light of the facts presented, and the applicable provisions of statute and regulation, we conclude that Sergeant is entitled to reimbursement of the storage expenses in question.

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On March 20, 1981, Sergeant received permanent change-of-station orders reassigning him from Torrejon Air Base, Spain, to Grand Forks AFB, North Dakota, effective in July 1981. At the time he received those orders, his wife was living in a rented apartment in Portsmouth, New Hampshire. Her lease was scheduled to expire on March 31, 1981, and she was faced with the choice of either vacating the premises on that date or renewing the lease for another full year. Sergeant wrote to her from Spain advising her of his pending reassignment, and he suggested that she should not renew the lease in the circumstances. He also enclosed a copy of his orders with his letter and asked her to use the orders to make arrangements through the Traffic Management Office at Pease AFB, New Hampshire, for the shipment of their household goods to North Dakota.

Mrs. then went to the Traffic Management Office at Pease AFB with her husband's letter and the permanent change-of-station orders, and she attempted to make arrangements for that office to undertake responsibility for the household goods shipment. She explained to the Transportation Officer the reasons why the household goods had to be removed from her apartment by the end of the month. The Transportation Officer advised her that because she did not have her husband's formal power of attorney, his office could not immediately arrange to have the household goods removed from the apartment. The Transportation Officer instructed her instead to make personal arrangements to place the household goods in temporary storage, and to have her husband send a completed Air Force power of attorney form. He advised her that after she received that form the Traffic Management Office would make arrangements to have the goods shipped under Government contract to Grand Forks AFB, North Dakota. The officer also advised her that while Sergeant would have to pay the temporary storage costs out of his own pocket, he would be able to obtain reimbursement of those costs after his arrival at Grand Forks AFB.

Mrs. followed the Transportation Officer's instructions and personally arranged to have the household goods placed in temporary storage by a commercial moving company on March 31, 1981. She also obtained

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her husband's general power of attorney in a standard Air Force form and arranged to have the goods transported under Government contract to North Dakota upon their release from storage. Sergeant permanent change-of-station orders were subsequently amended to postpone the time of his reporting at Grand Forks AFB from July to October 1981. Eventually, however, in October the paid the amount they owed the commercial movers for storing their household goods, and the goods were shipped under Government bill of lading to Grand Forks AFB, North Dakota.

After the completed their move to Grand Forks AFB, Sergeant filed a claim with the base Accounting and Finance Office for reimbursement of the out-of-pocket expenses he incurred for the storage of the household goods between March and October 1981. In requesting an advance decision in the matter, the Accounting and Finance Officer expressed doubts concerning the validity of the claim for the reason that the storage agreement was not a Government contract, and it appeared to be questionable whether Mrs. had been compelled by a genuine emergency to enter into a personal contract for the storage of the household goods.

Subsection 406(b) of title 37, ~~United States Code~~, provides that a member of a uniformed service who is ordered to make a change of permanent station "is entitled to transportation (including packing, crating, drayage, temporary storage, and unpacking) of baggage and household effects, or reimbursement therefor." (Emphasis added.)

Implementing statutory regulations are contained in chapter 8, Volume 1 of the Joint Travel Regulations (1 JTR). Paragraph M8100-2, ~~1~~ JTR, provides that, "A member will be entitled to temporary storage at Government expense for a period of 90 days in connection with any authorized shipment of household goods." Paragraph M8100-5 further provides that, "A member under change-of-station orders which are modified prior to his arrival at destination, but after the date household goods are released to a carrier, contractor, or the Government for shipment or storage, will be entitled to the type of storage authorized

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under the original orders until the effective date of the modified order," and thereafter entitlement to storage will be determined by the modified order.

In addition, paragraph M8500, ~~X1~~ JTR, provides that while shipment of household goods ordinarily will be made through a transportation officer, a service member who personally arranges for the shipment of his household goods because a transportation officer is not available, or because he is instructed by the transportation officer to make the shipment at personal expense, is entitled to reimbursement of his actual costs. Otherwise, a member who arranges for the shipment of household goods at personal expense is entitled to reimbursement of his costs in an amount not to exceed the cost which would have been incurred by the Government had the shipping arrangements been made by a transportation officer.

Supplemental directives applicable to Air Force personnel are contained in chapter 16 of Air Force Regulation (AFR) 177-103. Paragraph 16-37, AFR 177-103, provides that a member will be reimbursed for the actual costs of the shipment or storage of household goods on a permanent change-of-station move when instructed by a traffic management office to personally arrange for their transportation, or when a traffic management office is not available. Otherwise, absent emergency conditions, reimbursement is limited to the costs that would have been incurred by the Air Force if a traffic management office had made the transportation arrangements. Paragraph 16-37 further provides that if a member claims reimbursement on an actual expense basis because of instructions received to make personal transportation arrangements, the claim should be supported by a verifying statement from the traffic management office.

Thus, under the applicable statutes and regulations, a service member who receives permanent change-of-station orders immediately becomes entitled to the transportation (including temporary storage) of his household goods, irrespective of the existence or nonexistence of an emergency situation. Further, the

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statutes and regulations do not require that the transportation of household goods be made under Government contract, and they instead authorize reimbursement if the service member makes his own transportation arrangements at personal expense. Reimbursement is on an actual expense basis, rather than on a constructive cost basis, whenever the service member is instructed by a transportation officer to make his own personal arrangements. We have held that under paragraph M8500~~X~~1 JTR, a service member is entitled to reimbursement of his actual expenses if an available transportation officer declines to undertake responsibility for his household goods shipment, since the declination operates as an instruction to make shipment at personal expense. See B-178244, ~~X~~ November 23, 1973.

In the present case, therefore, Sergeant became entitled to the transportation of his household goods at Government expense immediately upon the March 20, 1981 publication of permanent change-of-station orders reassigning him from Spain to North Dakota. That entitlement included the temporary storage of his household goods for up to 90 days. While the Transportation Officer, Pease AFB, declined to accept responsibility for his household goods shipment because he had not sent his wife a standard Air Force power of attorney form, at the same time that officer apparently did recognize and accept his wife as his duly authorized agent, as is evidenced by the instructions given to her to make personal arrangements to place the goods in temporary storage pending shipment. The concerned traffic management office has not submitted a verifying statement, but the circumstances of the case and the uncontradicted statements submitted by the claimant sufficiently demonstrate that this is what in fact happened. Thus, Sergeant became entitled to reimbursement of the temporary storage charges on an actual expense rather than a constructive cost basis as the result of the Transportation Officer's actions in the matter.

Although Sergeant entitlement to the temporary storage of the household goods at Government expense would normally have terminated after a 90-day period, the modification of his orders to postpone his

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date of reporting at Grand Forks AFB operated correspondingly to extend the period of his storage entitlement. Hence, we conclude that Sergeant [redacted] is entitled to reimbursement of all the actual out-of-pocket expenses he incurred for the storage of his household goods between March and October 1981.

The submitted voucher and related documents are returned for further processing consistent with the conclusion reached in this decision. The voucher may not be paid as is, but may be paid upon recalculation and inclusion of all the actual expenses incurred by Sergeant Ware.

for *Milton J. Howley*
Comptroller General
of the United States