

**Board of Contract Appeals**  
General Services Administration  
Washington, D.C. 20405

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March 2, 2004

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GSBCA 16118-RELO

In the Matter of GROVER M. PEGG

Grover M. Pegg, Dayton, PA, Claimant.

Cynthia R. Blevins, Deputy Director, Finance, United States Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

**DeGRAFF**, Board Judge.

In September 2000, the Department of Defense (DoD) transferred Grover M. Pegg from one permanent duty station to another, and Mr. Pegg reported to his new duty station on October 22, 2000. In connection with the transfer, DoD arranged for Mr. Pegg's household goods to be moved and temporarily stored. Included in the goods moved and stored were a seventeen-foot boat, a seventeen-foot boat trailer, and a fourteen-foot boat trailer. The moving and storage company's charges were for 22,020 pounds of goods. The net weight of Mr. Pegg's goods, including the actual weight of the smaller trailer, but not including the actual weight of either the boat or the larger trailer, was 16,320 pounds. We do not know the actual weight of the boat and the larger trailer. In accordance with its tariff, the moving and storage company's charges included weight additives of 2500 pounds for the larger boat, 1600 pounds for the larger trailer, and 1600 pounds for the smaller trailer. DoD paid the charges billed by the moving and storage company.

When DoD reviewed the moving and storage company's charges, it decided it should not have paid to move and store the boat and the larger of the two trailers. It billed Mr. Pegg for the cost associated with the weight additives charged for these two items. It did not bill him for the cost associated with the actual weight or the weight additive of the smaller trailer. Mr. Pegg asks us to review DoD's decision.

The federal statute that governs Mr. Pegg's claim says when an agency transfers an employee from one permanent duty station to another in the interest of the Government, the Government is responsible for the costs of transporting and storing not more than 18,000 pounds net weight of the employee's household goods. 5 U.S.C. § 5724(a)(2) (2000). This statutory limitation is implemented in the Federal Travel Regulation, which applies to all civilian employees of the Federal Government, and in the Joint Travel Regulations (JTR),

which apply to civilian employees of DoD. The regulations that apply to Mr. Pegg are those in effect on October 22, 2000, when he reported to his new duty station. 41 CFR 302-1.3(d), pt. 302-8 (2000); JTR C8000 (Sept. 1, 2000).

According to the regulations that apply to Mr. Pegg, a boat is not a household goods item. 41 CFR 302-1.4(j)(1)(i); JTR app. A (Sept. 1, 2000).<sup>1</sup> Although small boats such as canoes and kayaks could be considered household goods, David A. Waag, GSBCA 15221-RELO, 00-1 BCA ¶ 30,891, DoD reasonably determined Mr. Pegg's seventeen-foot boat is not a small boat, similar in size to canoes and kayaks. Thus, Mr. Pegg's boat was not a household goods item and DoD is not responsible for paying the charges associated with shipping and storing the boat.

The regulations that apply to Mr. Pegg do not say whether a boat trailer is a household goods item. The General Accounting Office, which decided relocation claims until mid-1996, considered a boat trailer to be an appurtenance of a boat and, as such, a boat trailer could not be considered household goods. Comp. Gen. Dec. B-230407 (Dec. 15, 1989). This conclusion makes sense. If a small boat is considered to be household goods, then the small boat's trailer should also be considered to be household goods.<sup>2</sup> If, however, a large boat is not a household goods item, then it is reasonable to conclude the large boat's trailer is not a household goods item. Because DoD reasonably concluded Mr. Pegg's seventeen-foot boat trailer was not a household goods item, DoD is not responsible for paying the charges associated with shipping and storing the seventeen-foot trailer.

Mr. Pegg is understandably vexed because the DoD employees in charge of arranging his move allowed the moving and storage company to ship and store the boat and trailer. However, incorrect advice provided by an agency employee does not provide DoD with the authority to expend public funds contrary to statutes and regulations. Masood Badizadegan, GSBCA 14393-RELO, 98-2 BCA ¶ 27,789.

Finally, the material submitted to us contains statements by two agency employees who believe DoD should waive whatever amount Mr. Pegg owes. The authority to waive a debt belongs to the head of the agency from which the debt arose. Michael J. Kunk, GSBCA 14721-RELO, 99-1 BCA ¶ 30,164 (1998). If Mr. Pegg wishes to obtain a waiver, he should comply with DoD's procedures for requesting a waiver of a debt.

The claim is denied.

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<sup>1</sup> The regulations today explicitly include small boats within the definition of household goods. 41 CFR 300-3.1 (2003).

<sup>2</sup> The regulations in effect today reach this same conclusion when they include small boats and their trailers within the definition of household goods. 41 CFR 300-1.3 (2003).

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MARTHA H. DeGRAFF  
Board Judge