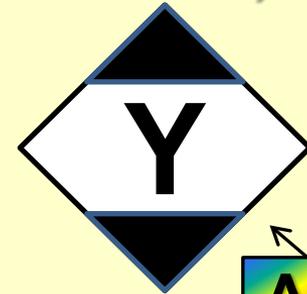
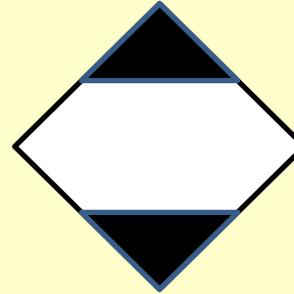


Docket HM-215K *(International Harmonization)*

CONSUMER COMMODITY



- **Final Rule**, effective Jan. 1, 2013
- **ORM-D** (*Consumer Commodities*), originally scheduled to be phased out on Jan. 1, 2014, has been extended to **Dec. 31, 2020** for rail, highway & vessel transportation.
- Certain **Limited Quantity** shipments may be reclassified as **ORM-D** until **Dec. 31, 2020**.
- Except for Ltd Qty shipments by Air or Vessel (*recent revision*), Ltd Qty shipments are not required to be accompanied by **shipping papers**.
- *Except by Air, Class 7, Hazardous Waste, or Undeclared HM*; unintentional releases of Ltd Qty shipments are not required **to be reported to DOT**.
- **Small quantities** of certain HM shipments, defined in §173.4 – *Small quantities for highway & rail*, remain excluded from the HMR.

Docket HM-215K *(International Harmonization)*

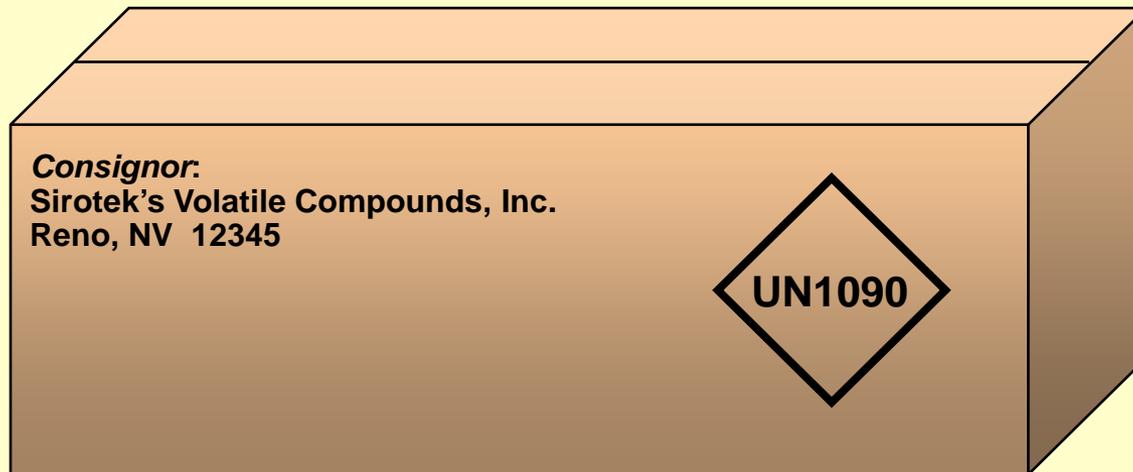
- When provided with Packaging Exception **§173.156** (e.g., *Consumer Commodity*), properly marked Ltd Qty packages are **excluded** from :
 - ✓ *Except by Air*, gross weight limitation of 30 kg (66 lbs.)
 - ✓ UN or DOT specification packaging when transported by highway or rail in pallets - *limited to 250 kg (550 lbs.) net quantity.*

Sym	PSN	Class	ID	Label	SP	Pkg. Exceptions (173.***)	Non-bulk	Bulk
D	Consumer Commodity	ORM-D		None		156, 306	156, 306	None

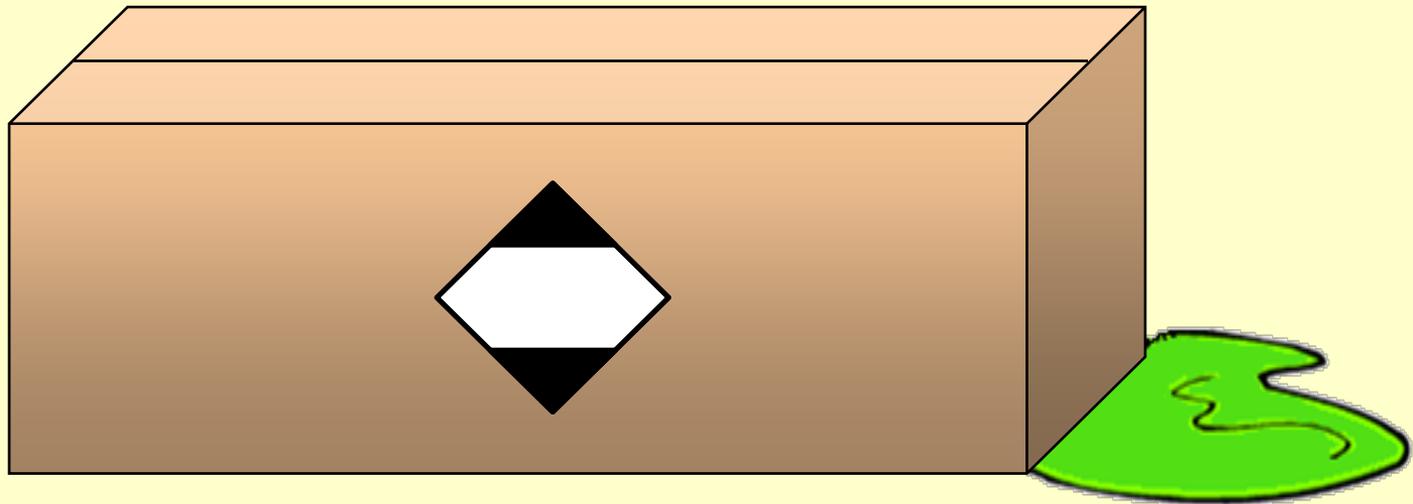
§173.22(a)(4) revises the recordkeeping requirement by shippers of maintaining manufacturer's notification (including closure instructions). The record is required to be maintained for 365 days subsequent to offering the package for transportation (2 years for combination packagings). This requirement does **not** apply to **bulk packages & cylinders**, *if the information is permanently included on the outside of the package.*

Docket HM-215K *(International Harmonization)*

- *Except by Air*, the use of **square-on-point** marking with the ID number, has been extended to **Dec. 31, 2015**.



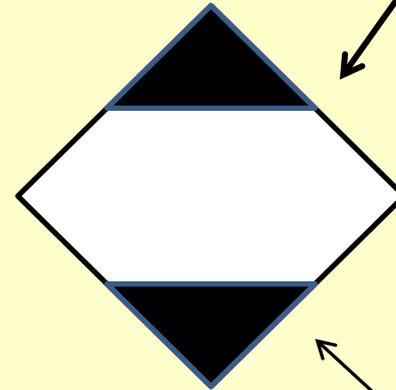
Question - If you discover this package during rail transportation, what's in it?



Docket HM-215K *(International Harmonization)*



Question – How many Ltd Qty marks are required on a single package?



It's worth noting that **Canada** has not officially adopted the new triangle Ltd Qty marking.....

Until 1-1-2021, such packages may have **both** the **Ltd Qty** and the **ORM-D** marking displayed – provided that they are separated from one another. *Per PHMSA's interpretation letter #11-0244, the authorization to provide dual marking has been extended to the affective date of the new requirement (i.e., 1-1-2021).*

Docket HM-215K *(International Harmonization)*

- **Materials of Trade** per §173.6 (*carried on a motor vehicle in support of a business*) are **not subject to the HMR**. This relief does not apply to shipments of a hazardous waste. ORM-D packages reclassified as Ltd Qty are granted the **same relief**.



Docket HM-215K *(International Harmonization)*



- Overpacks (§173.25) containing numerous packages marked Ltd Qty only require **one** package to be visible. *Alternately, the overpack may be marked with the Proper Shipping Name & ID representing each HM present.*
- For shipments of a **Class 9, Consumer Commodity, ID 8000**; additional packaging requirements apply (such as *limitation of 30 kg (66 lbs.), absorbent material & some additional packaging standards, etc.*)

Applicable to transportation by Air



Here's a Question – What was the lowest scoring NCAA men's basketball game in U.S. history?

a) 15 - 4



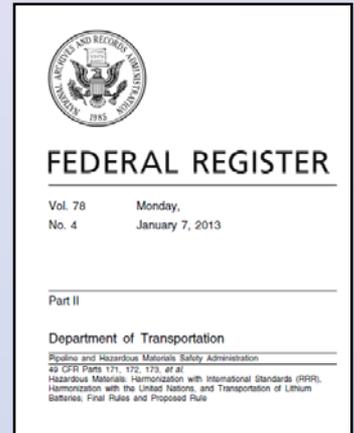
b) 11 - 6

Tennessee beat Temple (*Dec. 15, 1973*)

c) 18 - 2

d) 19 - 0

Docket HM-215L



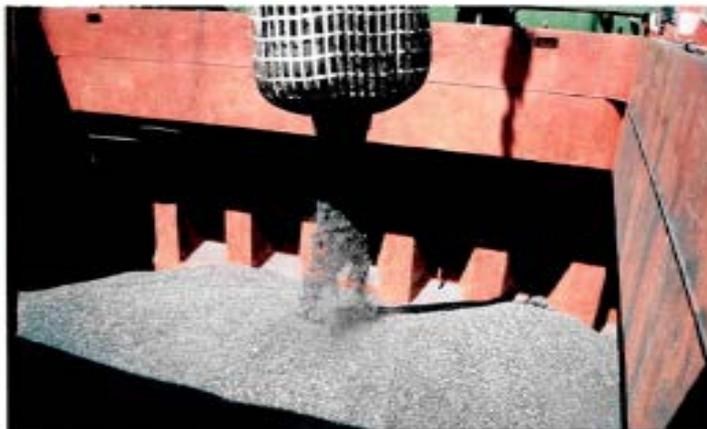
- **Final Rule** – *voluntary 1-1-2013, mandatory 1-1-2014*
- Purpose – harmonize with international standards (IMDG & ICAO)
- New packaging definition –
Flexible Bulk Container
- Capacity > Flexible IBC's (**3000 liters, 798 gals, 106 cu. ft.**), but not exceeding 15 cu. meters (**15,008 liters, 3963 gals, 530 cu. ft.**)
- Use limited to **low hazard solids**
- Intended to move by rail in open-top freight containers or transferred into covered hoppers

Docket HM-215L

- UN Performance-oriented packaging standard (BK3) Ex:  **BK3/Z/02 12/USA/M9399/1000/2500**
- 49 CFR **Part 178**
Subpart R (*Flexible Bulk Container Standards*)
(now published BOE-6000 1-29-2013)
- 49 CFR Special Provision – **B120**
(now published BOE-6000 1-29-2013)



Flexible Bulk Containers (FBC)



Alumina

Coke

One bag =
13m³=14MT

Coal tar pitch

Fluoride of aluminium



Flexible Bulk Containers (FBC)



Storing



Handling

Discharging

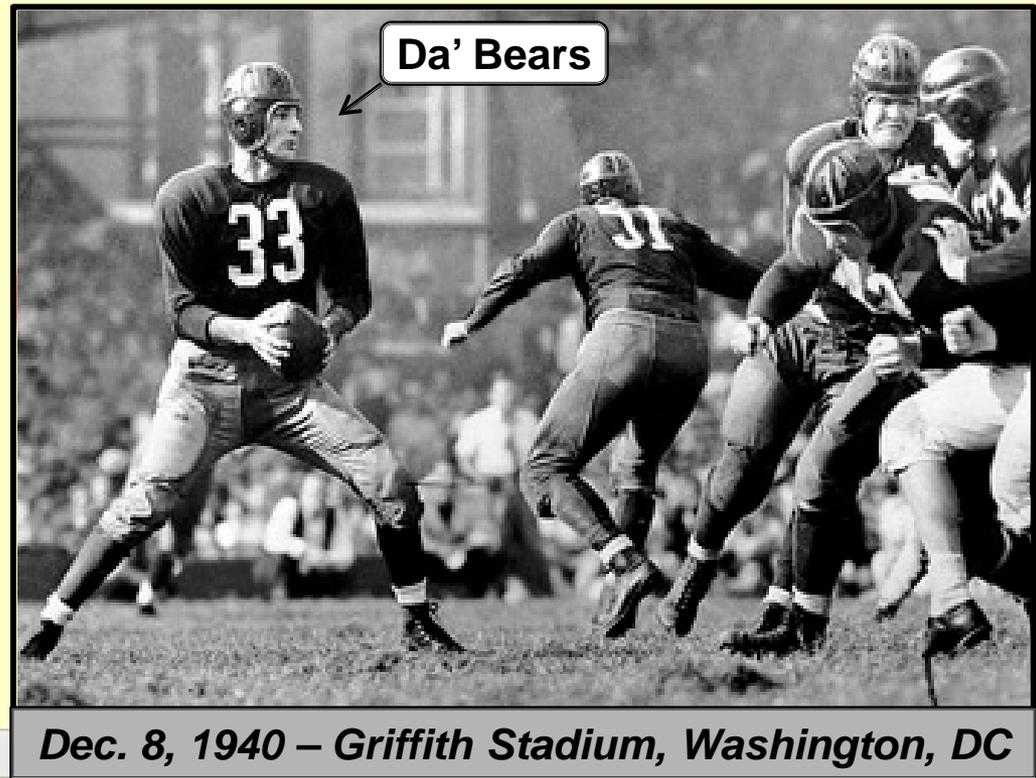


Delivery of empty bags



Additional topics in Docket HM-215L

- Periodic inspection & test of pressure relief devices for closed cryogenic receptacles shall not exceed **5 years**.
- Revised table included in **173.313** – (*UN Portable Tank Table for Liquefied Compressed Gases*)
- New proper shipping name “**Chemicals under pressure, n.o.s.**” – intended for shipments of paints & adhesives pressurized in small cylinders.
- New minimum size marking standard for “UN or NA” number markings on non-bulk packagings – minimum **12mm** (.47 in.), except packages of 30L or less (7.92 gals) marking of **6 mm** high. **UN size marking standards are delayed until 1-1-2017.**



In 1940, the Chicago Bears beat the Washington Redskins in the NFL Championship Game.

What was the score?

- a) 3 - 0
- b) 42 - 41
-  c) 73 - 0
- d) 7 - 6

Washington was favored to win, since they had defeated Chicago three weeks earlier in regular season 7 – 3 . It remains the largest lop-sided score in NFL history !



Offeror's Responsibility – Tank Car Loading & Unloading





**Who is the
“offeror” of
a hazmat
package?**

171.8 Person who offers *or* **Offeror** - means

- 1) Any person who does either or both of the following:
 - (i) Performs, or is responsible for performing, any **pre-transportation** function required under this subchapter for transportation of the HM in commerce.
 - (ii) **Tenders** or makes the HM available to a carrier for transportation in commerce.
- 2) A carrier is not an offeror when it performs a function required by this subchapter as a condition of acceptance of a HM for transportation in commerce (*e.g. reviewing shipping papers, examining packages to insure that they are in conformance with this subchapter, or preparing shipping documentation for its own use*) or when it transfers a HM to another carrier for continued transportation in commerce without performing a pre-transportation function.

Pre-transportation function (HM):

- ✓ **Determining the hazard class**
- ✓ **Selecting the packaging**
- ✓ **Filling the packaging**
- ✓ **Securing the closures**
- ✓ **Marking the package**
- ✓ **Labeling the package**
- ✓ **Placarding the package**
- ✓ **Preparing / reviewing the shipping paper**
- ✓ **Providing & maintaining ER information**
- ✓ **Providing the shipper with timely & complete information on imported shipments**
- ✓ **Certifying that the shipment meets DOT requirements**
- ✓ **Loading, blocking & bracing in a freight container, *etc.***
- ✓ **Segregating HM packages**



**Can there
be more
than one
offeror of a
single HM
package?**





OCT 08 2009

Mr. Jon Bjornstad
President
C & N Companies
8011 34th Ave., S Suite 147
Bloomington, MN 55425

Ref. No. 09-0064

Dear Mr. Bjornstad:

This is in response to your request for clarification of the Hazardous Materials Regulations (HMR; 49 CFR Parts 171-180) regarding an offeror's responsibility for preparing hazardous materials for transportation.

According to your letter, your company contracts with ethanol manufacturers to manage the sale of the ethanol for the manufacturer. The contracts specify that the manufacturer will "supervise the loading and delivery of Ethanol, prepare delivery documentation and generally be responsible for all matters ancillary to such activities." The rail tank cars are loaded by the manufacturer, closed by the manufacturer, and sealed by the manufacturer. The manufacturer provides C&N with information stating the amount of ethanol loaded into the tank car and provides a loading checklist signed by the loader, indicating that the car has been inspected and conforms to § 173.31(d)(1) of the HMR. Your questions are paraphrased and answered below.

Q1. Is C&N Companies (C&N) considered the agent of the manufacturer (or previous offeror) under § 172.204(d)(1) and if so, may C&N list the manufacturer as the shipper and sign the shipper's certification?

A1. For purposes of the HMR, an "offeror" is any person who performs or is responsible for performing a pre-transportation function required under the HMR for transportation of a hazardous material in commerce or who tenders or makes the hazardous material available to a carrier for transportation in commerce (see § 171.8). There may be more than one offeror for a shipment of hazardous materials. Under the scenario described in your letter, C&N and the ethanol manufacturer are both offerors of the ethanol shipment and are responsible for the specific pre-transportation functions each performs (see § 171.1(b) for the definition of "pre-transportation function"). C&N, acting as the agent of the manufacturer, is considered an offeror and may sign the certification statement on the shipping paper. In so doing, C&N takes

responsibility for performing that function. In order to properly certify a shipment, the person signing the certification must have direct knowledge that the materials are in proper condition for transportation and are properly classified, described, packaged, marked and labeled in accordance with the HMR and applicable international regulations.

Q2. May C&N rely on information provided by the manufacturer (or previous offeror) and in good faith rely on that information when signing the certification statement and does "direct knowledge" include information passed on from the manufacturer?

A2. **Yes.** An offeror may rely on information provided by another offeror and consider it direct knowledge, unless that offeror knows or a reasonable person acting in the circumstances and exercising reasonable care would know, that the information provided is incorrect.

Q3. Is this a situation whereby each offeror is responsible for only those functions performed?

A3. **Yes.** Each offeror is responsible only for the specific pre-transportation or transportation functions that it performs or is required to perform. Also see A1 and A2.

Q4. How would regulatory compliance be determined when a tank car is in violation of § 173.31(d)(1)(iv) with respect to ensuring that all closures and fastenings are properly tightened?

A4. The determination of compliance is based on various factors, such as signs of leakage around the closures of fastenings or individually testing the closures and fasteners. The determination would also consider applicable instructions from the manufacturer and may also include information obtained from the hazardous materials employee(s) who actually tightened the closures and fastenings. Generally, such determinations are made on a case-by-case basis and are dependent on the facts of the specific situation.

I hope this information is helpful. Please contact this office should you have additional questions.

Sincerely,



Hattie L. Mitchell
Chief, Regulatory Review and Reinvention
Office of Hazardous Materials Standards



U.S. Department
of Transportation

**Pipeline and
Hazardous Materials Safety
Administration**

400 Seventh Street, S.W.
Washington, D.C. 20590

MAY - 8 2006

Mr. David Hiromura
NRS Logistics, Inc.
10 Bank St. Suite 1110
White Plains, NY 10606

Ref. No. 06-0043

Dear Mr. Hiromura,

This is in response to your letter dated February 16, 2006, and subsequent telephone conversation with a member of my staff requesting clarification of the terms "hazmat employer" and "offeror" under the Hazardous Materials Regulations (HMR; 49 CFR Parts 171-180). You describe a scenario in which hazardous materials are delivered to your facility in a portable tank. Upon delivery, the driver disconnects from the trailer chassis, leaving the portable tank to be unloaded by your employees. The carrier then returns to pick up the portable tank for return shipment to its original offeror. Your questions are paraphrased and answered below.

- Q1. Are you an offeror for purposes of the HMR when your employees contact a carrier to pick up a portable tank containing the residue of a hazardous material?
- A1. As provided in § 171.8, an "offeror" is any person who: (1) performs, or is responsible for performing, any pre-transportation function required under the HMR for transportation of a hazardous material in commerce; or (2) tenders or makes the hazardous material available to a carrier for transportation in commerce. Pre-transportation functions are functions specified in the HMR that are required to assure the safe transportation of a hazardous material in commerce, including, but not limited to: (1) determining the hazard class of a material; (2) selecting a packaging; (3) filling a packaging; (4) securing the closures on a filled or partially filled packaging; (5) marking and labeling a package; (6) preparing a shipping paper; (7) providing and maintaining emergency response information; and (8) certifying that a hazardous material is in proper condition for transportation in conformance with HMR requirements. If your employees perform any pre-transportation functions to prepare the portable tank containing the residue of a hazardous material for transportation in commerce, then you are an offeror for purposes of the HMR.

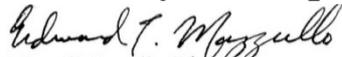
Note that if you contract with the carrier to perform all pre-transportation functions related to the residue shipment, including securing the closures on the portable tank, preparing the shipping paper, providing emergency response information, and certifying the shipment is in proper condition for transportation is in conformance with HMR requirements, then **you are not considered an offeror for purposes of the HMR.**

Q2. Would your company be responsible for (1) providing hazardous materials **training** to your employees; (2) implementing a **security plan**; and (3) **registering** with the Department of Transportation as a person who offers or transports hazardous materials?

A2. Generally, empty packagings containing a residue of a hazardous material must be transported in the same manner as when they previously held a greater quantity of the material. If your employees **perform any pre-transportation functions** to prepare the residue shipment for transportation in commerce, then those employees **must be trained** in accordance with requirements in Subpart H of Part 172 of the HMR. Further, persons who offer for transportation or transport certain hazardous materials in commerce are **required to register** with PHMSA in accordance with 49 CFR Part 107, Subpart G and to develop and implement a security plan in accordance with Subpart I of Part 172. See the discussion under A1 above.

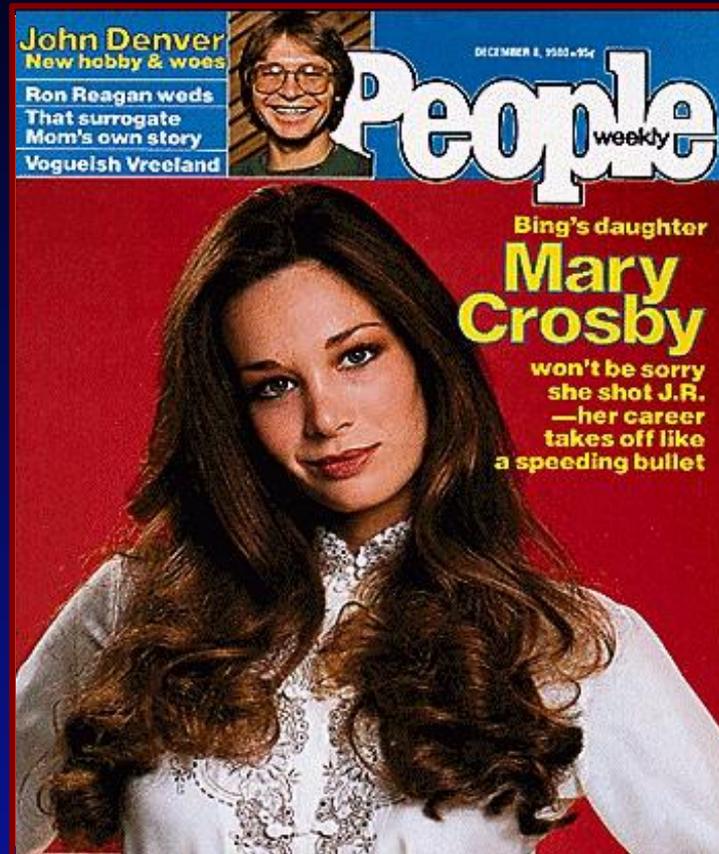
I hope this satisfies your inquiry. If we can be of further assistance, please contact us.

Sincerely

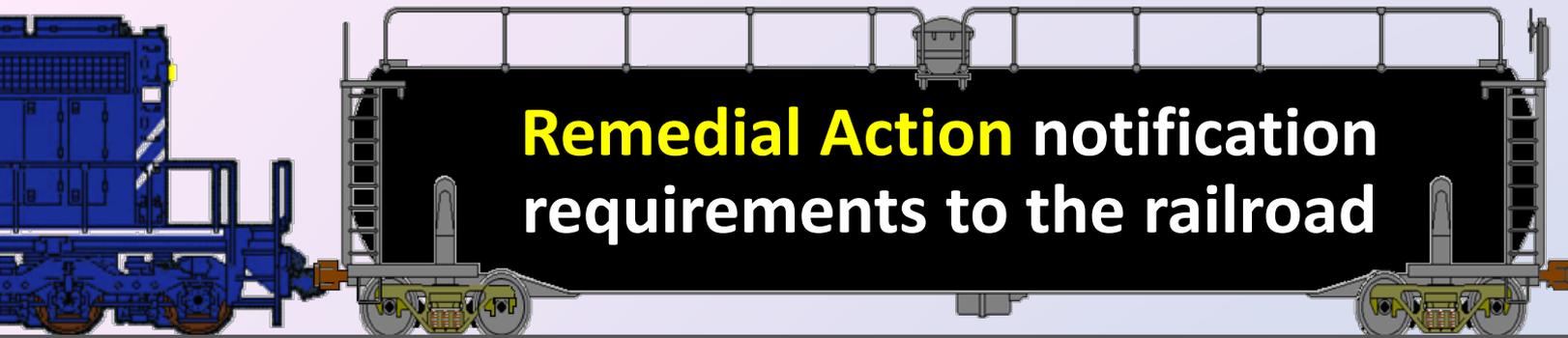


Edward Mazzullo, Director
Office of Hazardous Materials Standards

Questions ?



Kristin Suenkel's sister
played Mary Crosby?
Playing Dallas (1983)



Purpose – to notify a railroad that a written response is requested to address a particular non-compliant issue. The issue must be **specific** and **correctable** by the party addressed on the .96 Inspection Report vs. addressing a systemic problem that may be beyond the railroad employee's control.

For Example, Local #12 was allowed to depart a terminal on May 1 without HM documentation vs. a remedial action request to address the issue of other trains on different dates being allowed to depart the terminal without proper HM documentation.

Part 209.405 - Reporting of remedial actions



- A Remedial Action request is an inspector's option when the intent is to issue a **civil penalty violation** against a railroad. When the remedial action response is noted on the .96 report, the railroad must submit the completed form to the inspector within **30 days after the end of the month in which the notification was received**.
- If the written notification to the railroad is sent via first class mail, then *(for the purposes of determining the calendar month in which the notification is received)* the railroad shall be presumed to have received the notification **five business days following the date of mailing**.

- The railroad must return the form to the inspector, along with the applicable action code.
- Although the form requests a signature and date to accompany the remedial action response, the railroad cannot be compelled to sign the initial remedial action form. *See 209.407.*



Part 209.407 - Delayed remedial action reports

- If the railroad fails to complete the remedial action within 30 days after the end of the month, the inspector has the option of issuing a civil penalty violation for **failing to comply with the initial remedial action requirement within the allowed time limit.**



- If a railroad cannot initiate or complete the remedial action within the time limit, then the railroad must:
 - ✓ Prepare a **written explanation** for the delay, along with the name & title of the person preparing the response.
 - ✓ **Sign, date & submit** each written explanation via first class mail to the inspector.

Reverse Side of F6180.96 Inspection Report

RAILROAD FOLLOW-UP INSTRUCTIONS		Return this form to the following address:
<p>1. Cease violating the Federal Railroad safety laws immediately. The time allowed to file this report does not allow a violation to continue.</p> <p>2. Report remedial actions within 30 days after the end of the month in which notification of the recommendation for the assessment of a civil penalty was received. NOTE: If remedial actions cannot be taken within the 30-day period, an explanation of the reason for the delay must be submitted to the address indicated on this report.</p> <p>3. Enter the type of remedial actions taken, using the appropriate Remedial Actions Source Code for each item number.</p> <p>4. Enter the completion date of the remedial actions for each item number.</p> <p>5. The individual completing the remedial actions report from the railroad must sign and date the form, thereby attesting to the completion of the remedial actions report for all line numbers. NOTE: This remedial actions report is intended to provide FRA with information of specific actions taken by the railroad in response to notifications that a failure to comply with a provision of the Federal Railroad safety laws has been alleged, submission of this report does not preclude the railroad from later raising all pertinent defenses in response to a penalty demand.</p> <p>6. <u>Mail</u> to the address indicated on the top right of this page.</p> <p>WARNING: Any person who violates any requirement of 49 CFR, Part 209 Subpart E – Remedial Actions or causes the violation of any such requirement is subject to a civil penalty of at least \$500 and not more than \$10,000 per violation, except that Penalties may be assessed against individuals only for willful violations, and, where a grossly negligent violation or a pattern of repeated violations has created an imminent hazard of death or injury to persons, or has caused death or injury, a penalty not to exceed \$20,000 per violation may be assessed. Each day a violation continues shall constitute a separate offense. A person may also be subject to the criminal penalties provided for in 49 U.S.C. 21311 (formerly codified at 45 U.S.C. 438((a) for knowingly and willfully falsifying reports required by Subpart E-Remedial Actions.</p>		<p>RAILROAD REMEDIAL ACTION CODES</p> <p>A - Disciplinary action decertification</p> <p>B - Document filed</p> <p>C - Inspection performed</p> <p>D - Locomotive or car removed for repair <i>(when permitted)</i></p> <p>D - Removed from service</p> <p>F - Repaired</p> <p>G - Replaced</p> <p>H - Report filed</p> <p>J - Secured</p> <p>K - Speed restrictions, <i>if applicable and sufficient</i></p> <p>L - Test performed</p> <p>M - Training: remedial actions training</p> <p>N - Other remedial actions</p> <p>P - Adjusted</p>
RR. Co. Representative's Title		Date Signed
RR. Co. Representative's Signature		
Item	Railroad Remedial Comments	

Question to/Response

FRA Chief Counsel

Q. Regarding Remedial Action of 209.407, can FRA inspectors accept an **e-signature** from a railroad official when the railroad sends a “Delayed Report” regarding why their remedial action is delayed.

A. No. *Technically, 209.407 requires the delayed report be signed, dated and mailed via first class mail to the FRA inspector within **30 days** after the end of the calendar month in which the notification is received.*



Questions ?

Which sport is the **oldest**?

-  a) Baseball **1840**
- b) Football (*U.S.*) **1870**
- c) Basketball **1890**
- d) Hockey **1870**



Hazmat Shipping Paper Description Sequence



BNSF 7428





Hazmat Shipping Paper Description Sequence



BNSF 7428



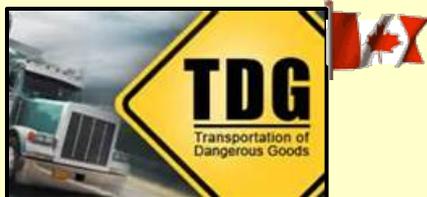
Hazmat Shipping Paper Description Sequence



49 CFR – The basic description sequence became mandatory on **1-1-2013** (*i.e.*, **ID number**, *Proper Shipping Name, Hazard Class, Packing Group*).



TDG (Canadian Regulations) – Section 3.5.7 :
The Canadians have not yet adopted the international standard for shipping paper (documentation). The old sequence (*i.e.*, **PSN**, *Hazard Class, ID number, PG*) remains in effect. Since, the Agreement of Reciprocity (§171.22) states that DOT will accept HM shipments from Canada that are in compliance with TDG (*no limitation applicable*), DOT is obligated to **accept the old description sequence** on Canadian shipments.



Canadian HM Shipping Paper Description Sequence

3.5 Information on a Shipping Document

(1) The following information must be included on a shipping document:

(a) the name and address of the place of business in Canada of the consignor;

(b) the date the shipping document or an electronic copy of it was prepared or was first given to a carrier;

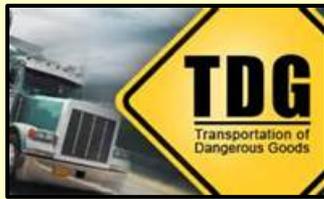
(c) the description of each of the dangerous goods, in the following order:

(i) the **shipping name** and, immediately after the shipping name unless it is already part of it,

(A) for dangerous goods that are subject to special provision 16 in Schedule 2, the technical name, in parentheses, of the most dangerous substance related to the primary class, and

(B) for a liquefied petroleum gas that has not been odorized, the words “Not Odorized” or “Not Odourized” or “Sans odorisant”,

(ii) the **primary class**, which may be shown as a number only or under the heading “Class” or “Classe” or following the word “Class” or “Classe”, **SOR/2002-306**

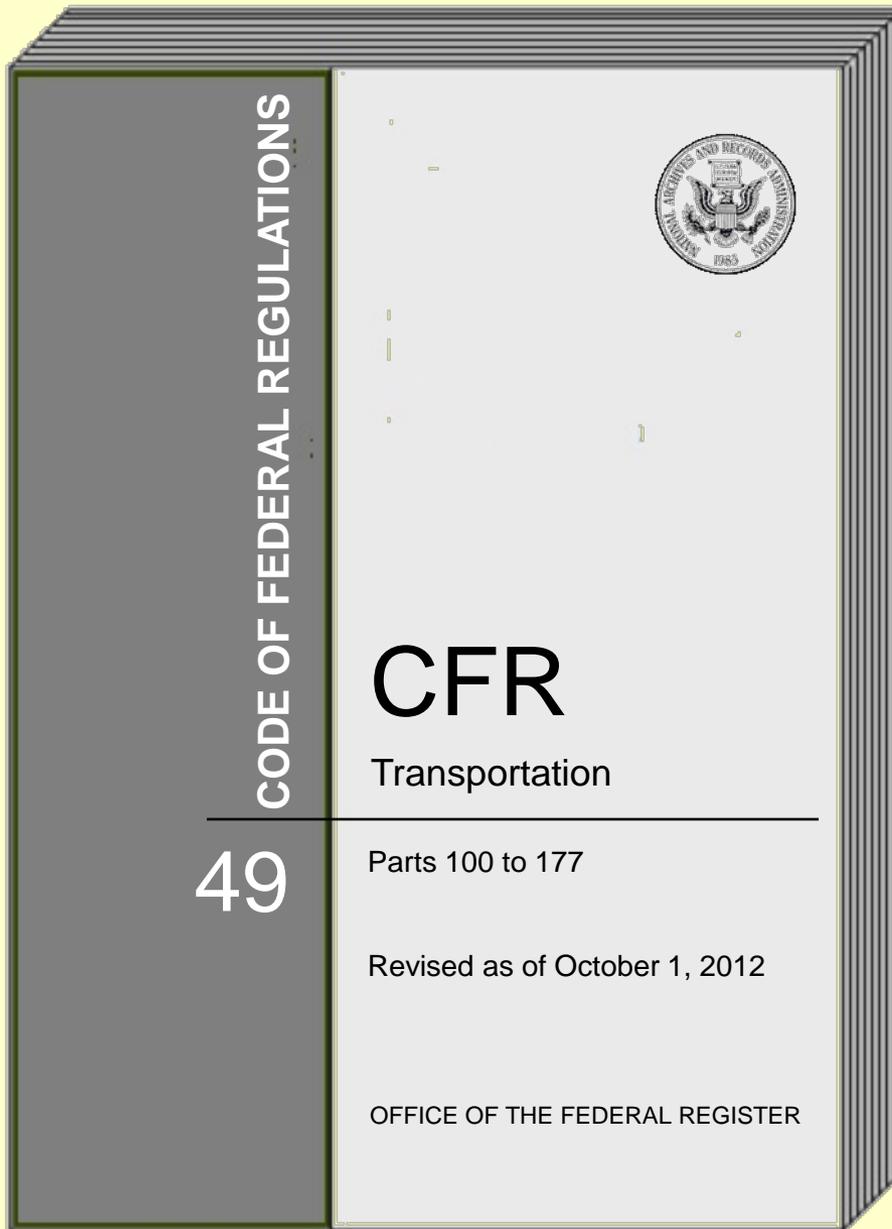


Canadian HM Shipping Paper Description Sequence

- (iii) for dangerous goods with a primary class of Class 1, Explosives, the compatibility group letter following the primary class,
- (iv) the **subsidiary class or classes, in parentheses**, which may be shown as a number only or under the heading “subsidiary class” or “classe subsidiaire” or following the words “subsidiary class” or “classe subsidiaire”, except that for transport by aircraft or by ship the subsidiary class or classes may be shown after the information required by this paragraph, **SOR/2008-34**
- (v) the **UN number**, and **SOR/2008-34**
- (vi) the **packing group** roman numeral, which may be shown under the heading “PG” or “GE” or following the letters “PG” or “GE” or the words “Packing Group” or “Groupe d’emballage”; **SOR/2008-34**
- (vii) **Repealed SOR/2008-34**
- GASOLINE, 3, UN1203, II*
- GASOLINE, Class 3, UN1203, PG II*
- ISOBUTYLAMINE, Class 3, Subsidiary Class (8), UN1214, II*
- ISOBUTYLAMINE, Class 3(8), UN1214, Packing Group II* **SOR/2008-34**
- (7) Despite subparagraph (1)(c)(v), the UN number required in the description of each of the dangerous goods may be included in the shipping document before the shipping name. SOR/2005-216**



*I have a question....What is the **Canadian** one dollar coin called?*
The Loonie – named after the **Canadian Great Northern Duck, the Loon.**



HM-218G -

Miscellaneous amendments

- Final Rule –
May 10, 2013
- Shipping paper descriptions for ***residue*** HM shipments being transported by rail

Question? For residue HM shipments transported in the U.S., where may the notation “**RESIDUE: Last contained**” be placed in the shipping description - *required for residue tank car shipments – 172.203(e)(2) ?*

Per HM-218G, the residue notation may be placed either:

- ✓ **Before** the basic description:
RESIDUE: Last contained / UN1978 / Propane / 2.1
- ✓ **After** the basic description:
UN1978 / Propane / 2.1 / **RESIDUE: Last contained**
- ✓ **Preceding the proper shipping name:**
UN1978 / **RESIDUE: Last contained** Propane / 2.1

Note: The term “Empty Uncleaned” may be substituted for residue HM shipments transported by vessel under the IMDG Code – 171.22



Replacement of Manway Cover Swing Bolts (Eyebolts)



HM Staff
Director (FRA)

From: Alexy, Karl (FRA)

Sent: Friday, October 19, 2012 6:48 AM

To: Rader, Robert (FRA)

Subject: **Replacement of manway eyebolts**



I have attached a copy of a document I prepare for every TCC general session. In it (*top of page 5*) we state that replacement of manway eyebolts **must be replaced by a registered or certified facility**. Below is the text from an email submitted to the AAR presenting FRA's position on the issue.

*Good morning Ken. I have been thinking about the issue of replacement of manway bolts, specifically whether certification/registration (for now) is required to replace them. We have discussed this in the past and agreed that, while not stated explicitly in appendix B, replacement of manway bolt would fall in the category of those operation excepted from requiring a Class G registration which translates into anyone can replace the eyebolts. After hearing arguments for and against, I believe we need to mandate **that replacement of eyebolts be limited to certified/registered facilities.***

Replacement of Manway Cover Swing Bolts (Eyebolts)

First, the manway is a primary closure. We allow shippers and consignees to replace a manway gasket and seal the manway without registration. This is based on the assumption that the manway (and bolts) are assembled correctly, the gasket is the correct material and dimensions, and a proper seal is achievable. If the original assembly or assembly following maintenance/repair is incorrect a proper seal is unachievable. Further, the leakage pressure test is required for a manway to verify a proper seal can be achieved. While subsequent tests (at the loading rack) are not required, if closed following procedures that have been demonstrated to achieve a proper seal, it is reasonable to expect a proper seal has been achieved after closures in service.

*Second, the HMR defines a tank car facility as an entity that, among others, repairs or maintains tank car and ensures the tank car conforms to the requirements of Part 179 and 180 of subchapter A of 49CFR. Further, a tank car facility must have a **QA program approved by the AAR**. I believe that replacement of manway eyebolts (safety and standard) is **maintenance**. This aligns with the new definition of maintenance in 180.503. As such an entity replacing manway eyebolts is a tank car facility and would require certification/registration.*

Replacement of Manway Cover Swing Bolts (Eyebolts)

*Third, with the promulgation of HM-216B, a tank car facility must comply with the TC owners requirements (180.513(a)). **The tank car facility must follow the owner's instruction related to modification maintenance and qualification of the tank car.** Thus, following the owner's program, the tank car facility will know the proper eyebolts to use and the test and acceptance criteria to ensure a proper seal can be achieved and that the safety eyebolts functions as intended. The owner will define a proper seal and how it is to be determined through prescribed tests. If anyone (a non-tank car facility without an AAR approved QA program) can replace eyebolts, there is no regulatory impetus to ensure the information exchange between the owner and entity replacing the eyebolts.*

I hope this is helpful.

Karl Alexy



Email from FRA dated March 8, 2013

This from Karl Alexy, on a question we've been asked during our HM-216B audits. In a recent audit, Shell told us they owned the service equipment/maintenance responsibility, but GATX contradicted this. Ultimately, Shell was correct.

“In the case where a tank car owner leases a tank car and, through a lease agreement the lessee has taken on the financial responsibility of the lining/coating or service equipment, the lessee becomes the owner of that feature and would then be held accountable per the HMR.”

In other words, the shop is responsible to determine who owns the items to be qualified/maintained. The owner must designate who's qualification/maintenance program is to be followed. The owner must approve the work, and this requirement must be in writing.

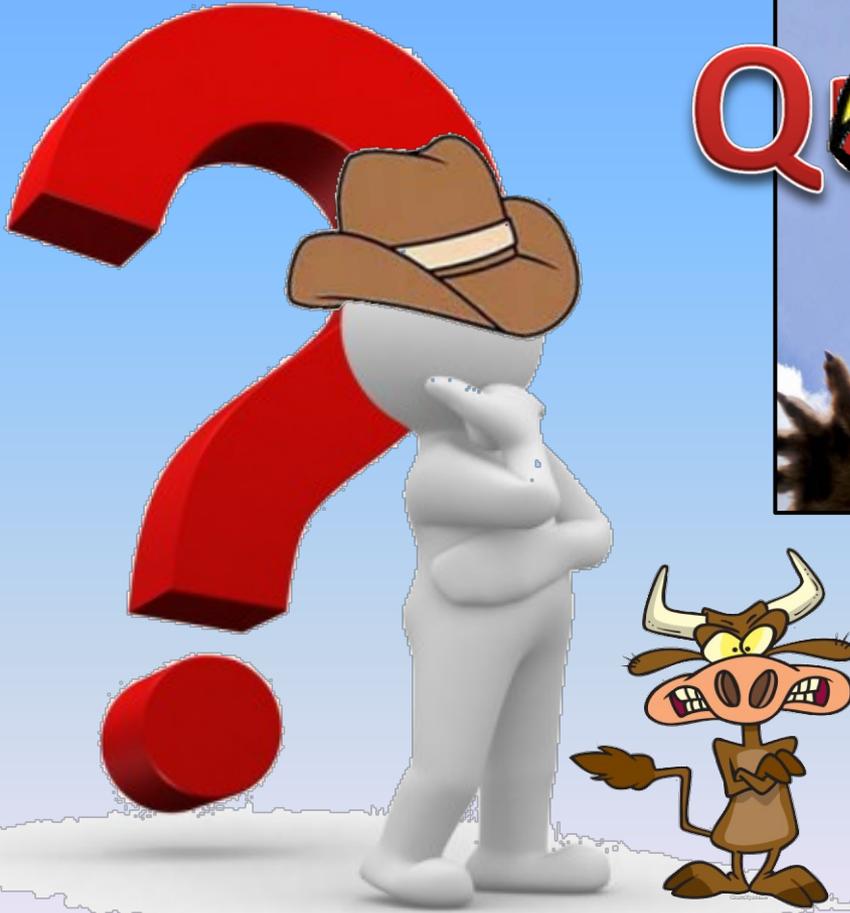
Lawrence H. Strouse, CW Engr., P.E. (FRA)

1st R.R. tank car – “tub car”



Why?

Because we're
Americans & we can !



Questions!



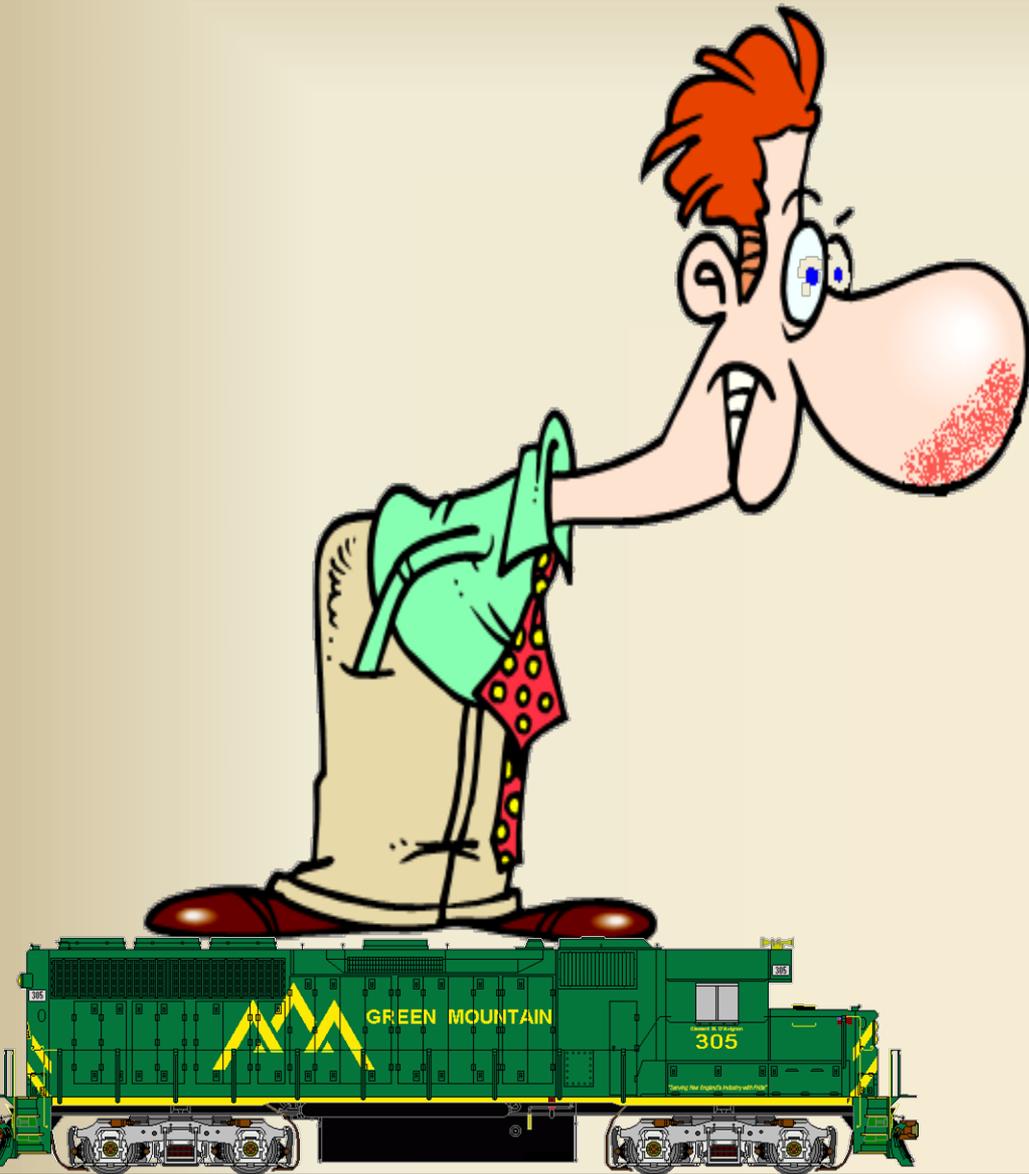


Minimum & Maximum Civil Penalties for Hazmat Violations



Minimum & Maximum Civil Penalties for Hazmat Violations

- Effective date: **February 12, 2013**
- Change applicable to Appendix B of 49 CFR Part 209
- Maximum civil penalty was increased from \$50,000 to **\$75,000** for a knowing violation. A person acts “knowingly” when: **a)** The person has actual knowledge of the facts giving rise to the violation; or **b)** A reasonable person acting in the circumstances & exercising reasonable care would have that knowledge.
- Maximum penalty was increased from \$100,000 to **\$175,000** if the violation results in death, serious illness or severe injury or substantial destruction of property (*i.e., aggravated*).
- The minimum penalty of \$250 was **eliminated**, *except that a minimum penalty of \$450 still applies to a violation related to **training**.*



Questions ?