

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent

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Case Number: **20200701-7-XXA-MR-OTH**

Date of Decision: **August 24, 2020**

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	306960070	EMHU 652984	5/28/2020	Global 2/Global 2	5/12/2020	5/15/2020	5/28/2020	5/29/2020	6/27/2020	7/1/2020

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Section D.3.e. and E.3.a.(2) of the UIIA. The Motor Carrier disputed the charges with the Equipment Provider, which included providing the outgate AGS image that the Motor Carrier believes proves the damage being billed was pre-existing. The MC also disputes the fact that the invoice indicated that the damage was noted as "RSF" (right side front) when in fact the damage was on the "LSF" (left side front). However, the Equipment Provider did not accept or agree that the damage was pre-existing and felt that the invoice was valid regardless of the typo on the invoice. The Motor Carrier feels that they returned the equipment in the same condition, reasonable wear and tear excepted and believes that they are not responsible for the charges being billed.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim indicating that when their M&R managers reviewed the dispute, the AGS gate images did show that the repair code used identified the wrong side of the unit for the repair. The M&R managers reviewed the left side of the unit via the AGS gate image and found that there was additional damage to the unit (three panel cuts at same location as per the repair photos) that only showed on the ingate images. Apart from the location coding error, the Equipment Provider feels that the invoice is valid as billed.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, both panel members thought while there appears to be new damage to the container upon ingate, the ingate picture is of a higher resolution and the damage on the outgate is not clearly visible. Furthermore, the Motor Carrier had a valid point that any potential damage to the loaded container would have been extremely difficult to recognize from ground level. The supposed damage after outgate coincidentally occurred on and just behind a recently patched area. The more recent damage was consistent with the previous damage and the previous damage appeared to be patched with caulking rather than a new sheet. It was the panel's opinion, that a repair vendor would go ahead and address all cuts and not leave unpatched holes, further supporting the fact that damage occurred after the initial patch, but that cannot be confirmed with the information or pictures provided. However, the Equipment Provider did see it sufficient to caulk the prior holes, rather than completely replacing the sheet metal, so the Motor Carrier should be expected to be responsible for similar repairs, but not for new sheet metal that addresses the prior damage. The panel members indicated that had the initial damage been properly repaired, it is also possible that the increased structural integrity would have prevented the alleged new damage. Based on the specific circumstances surrounding the case and the supporting documentation presented by both parties, the panel rendered a split decision. Both panel members agreed that the Equipment Provider should be held responsible for 75% of the disputed charges and the Motor Carrier held responsible for 25% of the charges.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 20, 2020) to make its decision:

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

DECISION:

The panel unanimously finds for a split decision in this case. The Equipment Provider is responsible for \$00.00 (75% of disputed charges) and the Motor Carrier is responsible for the remaining balance of \$00.00 (25% of total charges).

CASE REVIEWED AND DECIDED BY:

BEN BANKS

Motor Carrier Panel Member

MIKE PAGEL

Rail Panel Member

In the Dispute Between

Case Number: **20191204-44-XXXP-MR-TR**

Date of Decision: 02/18/2020

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	1800111549	TSFZ563633	10/24/19	CP (non-AGS)/UP (AGS)	6/10/19	6/10/19	10/24/19	11/13/19	11/20/19	12/4/19
2	1800111547	NSPZ155362	10/24/19	CP (non-AGS)/UP (AGS)	6/24/19	6/24/19	10/24/19	11/13/19	11/20/19	
3	1800111552	TSXZ563857	10/24/19	CP (non-AGS)/UP (AGS)	8/4/19	8/4/19	10/24/19	11/13/19	11/20/19	
4	1800111553	TSFZ564206	10/24/19	CP (non-AGS)/UP (AGS)	7/3/19	7/3/19	10/24/19	11/13/19	11/20/19	
5	1800111554	TSFZ49612	10/24/19	CP (non-AGS)/UP (AGS)	6/22/19	6/22/19	10/24/19	11/13/19	11/20/19	
6	1800111551	TSXZ903192	10/24/19	CP (non-AGS)/UP (AGS)	6/7/19	6/7/19	10/24/19	11/13/19	11/20/19	
7	1800111550	TSXZ991167	10/24/19	CP (non-AGS)/UP (AGS)	6/22/19	6/22/19	10/24/19	11/13/19	11/20/19	
8	1800111546	NSPZ146390	10/24/19	CP (non-AGS)/UP (AGS)	8/13/19	8/13/19	10/24/19	11/13/19	11/20/19	

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of the dispute are related to Section D.2.a., D.3.d. and E.3.a.(2) of the UIIA. The Motor Carrier states that these were all crosstown moves from CP Schiller Park (non-AGS facility) to UP Global 1 (AGS facility). The Motor Carrier disputed the charges with the Equipment Provider, which included providing previous J1s and repair bills from other railroads that the Motor Carrier believes proves the damage being billed was pre-existing. However, the Equipment Provider did not accept or agree that the damage was pre-existing. The Motor Carrier feels that they returned the equipment in the same condition, reasonable wear and tear expected and believes that they are not responsible for the charges based on D.3.d. of the UIIA.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider did not respond to the claim but did respond to the Motor Carrier's initial dispute stating that their process to investigate damages is as follows: 1) When they receive an invoice from another railroad for any type of damage, they check the outgate J1 for damages notated by the driver, since the drivers are responsible for notating their own damage, 2) If nothing is noted on the outgate J1, then the bill gets sent out to the specific trucking company that outgated the unit. Therefore, the Equipment Provider believes that they followed these processes and that the invoices are valid as billed.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the modal panel members unanimously found as follows:

- Invoice 18001111549 - Both the Rail Carrier panel member and Motor Carrier panel member find in favor of the Equipment Provider. Both panel members agreed noting that the Motor Carrier claims the damage was pre-existing based on a gate receipt from an interchange 63 days prior. A determination cannot be made off of the prior gate receipt when A) this much time has elapsed, B) no photos were provided to compare damage, and C) no repair history was provided to determine if this was new or existing damage.
- Invoice 180011547 - Both the Rail Carrier panel member and Motor Carrier panel member find in favor of the Equipment Provider. Both panel members agreed noting the Motor Carrier claims the damage was pre-existing based off of an AGS photo from an interchange 3 days prior. However, the photo provided does not include required information in the image (UIIA Agreement B. 25. Recorded Images: A date and time stamped electronic image, which depicts the physical condition of the equipment.). In addition, there were no photos of the ingate interchange to the UP on 6/24 for comparison.
- Invoice 1800111552 - Both the Rail Carrier panel member and Motor Carrier panel member find in favor of the Equipment Provider. Both panel members agreed noting the Motor Carrier claims the damage was pre-existing based on a gate receipt from an interchange 87 days prior. A determination cannot be made off of the prior gate receipt when A) this much time has elapsed, B) no photos were provided to compare damage, and C) no repair history was provided to determine if this was new or existing damage.
- Invoice 1800111553 - Both the Rail Carrier panel member and Motor Carrier panel member find in favor of the Motor Carrier. Both panel members agree that the additional photos requested, and provided, prove pre-existing damage.

- Invoice 1800111554 - Both the Rail Carrier panel member and Motor Carrier panel member find in favor of the Equipment Provider. Both panel members agreed noting the Motor Carrier claims the damage was pre-existing based off of an AGS photo from an interchange 155 days prior. The photo provided was inconclusive of damage and an ingate photo to the UP on 6/22/19 was not provided for comparison.
- Invoice 1800111551 - Both the Rail Carrier panel member and Motor Carrier panel member find in favor of the Equipment Provider. Both panel members agreed noting the Motor Carrier claims the damage was pre-existing based off of an AGS photo from an interchange 6 days prior. However, the photo provided was inconclusive of damage and does not include required information (UIIA Agreement B. 25. Recorded Images: A date and time stamped electronic image, which depicts the physical condition of the equipment.)
- Invoice 1800111550 - Both the Rail Carrier panel member and Motor Carrier panel member find in favor of the Equipment Provider. Both panel members agreed the additional photos requested, and provided, do not prove pre-existing damage.
- Invoice 1800111546 - Both the Rail Carrier panel member and Motor Carrier panel member find in favor of the Equipment Provider. Both panel members agreed noting an ingate photo was provided on an interchange 81 days prior. The photo provided is inconclusive of damage and there was not a photo provided from the ingate to the UP on 8/13/19 for comparison.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 22, 2019) to make its decision:

B. Definition of Terms

25. Recorded Image: A date and time stamped electronic image, which depicts the physical condition of the Equipment. **[Revised 04/11/07]**

D. Equipment Interchange

2. Equipment Interchange Receipts
 - a. At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

D. Equipment Condition

3.
 - e. Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted.

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
 - 2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

DECISION: Invoices (1) 1800111549, (2) 1800111547, (3) 1800111552, (5) 1800111554, (6) 1800111551, (7) 1800111550 and (8) 1800111546 - The panel unanimously finds in favor of the Equipment Provider.

Invoice (4) 1800111553 - The panel unanimously finds in favor of the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

TIM MOORE
Rail Carrier Modal Panel Member

CHRIS GILTZ
Motor Carrier Modal Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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Case Number: **20200930-2-XXS-MR-OTH**

Date of Decision: 11/10/2020

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	308305815	EMHU642363	8/14/20	UP Global 4/UP Global 4	7/16/20	7/16/20	8/14/20	8/20/20	9/18/20	9/30/20

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's dispute is based on Section D.3.e. and E.3.a. of the UIIA. The Motor Carrier disputed the charges with the Equipment Provider, which included providing the outgate AGS image that the Motor Carrier believes proves the damage being billed was pre-existing. However, the Equipment Provider did not accept or agree that the damage was pre-existing and felt that the invoice was valid. The Motor Carrier feels that they returned the equipment in the same condition, reasonable wear and tear excepted, and believes that they are not responsible for the charges being billed.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider did not respond to the claim but did respond to the Motor Carrier's original dispute of the charges. The Equipment Provider believes that the driver would have been able to see the damage from outside of the container and feels that the driver should have noted it on the outgate EIR if they felt that the damage was old damage.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. The Equipment Provider's denial of the Motor Carrier's dispute was based on the belief that the Motor Carrier's driver should have seen and reported the damage at outgate. After review of the invoice and corresponding pictures, it also appears that the invoiced "SIDE PANEL STEEL" for \$00.00 was repaired, not replaced. The pictures at outgate are not of high enough resolution to see tears, but dents are visible. The outgate images indicate pre-existing damage to the unit. The pictures taken at the time of repair show rust around holes of the repaired areas and the rust is dark, flaky and aged, not congruent with flash rusting from a recent damage. The pictures appear to be taken while the repair was underway as fresh grinder marks surround the damage, signifying repair personnel were cleaning the area. The pictures also show the repair was made with a black sealant. In addition, given the location of the subtle damage on the unit, and the fact that the unit was loaded would have made it very difficult for the Motor Carrier's driver to have detected the damage and report it upon outgate. The panel members agree that the damage was pre-existing old damage, and the repairs made were not consistent with the invoiced repairs.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 20, 2020) to make its decision:

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.

Motor Carrier shall pay to the Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on the facts that the damage was pre-existing old damage and the repairs made were not consistent with the invoiced repairs.

CASE REVIEWED AND DECIDED BY:

BEN BANKS
Motor Carrier Panel Member

MIKE PAGEL
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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Case Number: **20201214-3-XXXM-MR-OTH**

Date of Decision: 03/08/2021

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	3RM6010	UMXU 256629	11/30/20	CSX 59 th /CSX Bedford Park	09/08/20	09/22/20	12/01/20	12/04/20	12/04/20	12/14/20

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections D.2.a, D.3.b., D.3.e., and E.3.a.(2) of the UIIA. The Equipment Provider is invoicing the Motor Carrier for container damage, that the Motor Carrier believes was pre-existing. The Motor Carrier stated that they requested the out-gate AGS gate images from the Equipment Provider, but the Equipment Provider told the Motor Carrier that they could not be produced. The Motor Carrier believes that because the invoice included a J1 that states, "Damage is captured on recorded images at AGS Gates," the Equipment Provider should be able to provide the images. The Motor Carrier also stated that they do not believe that it is possible for the driver to have caused this type of damage and still arrive on time at the customer. The Motor Carrier stated that their customer is about 90 minutes away from the facility, and the customer's security camera shows the driver arriving about 90 minutes from the time noted on the out-gate EIR. The Motor Carrier feels that the damage was pre-existing, and they returned the equipment to the Equipment Provider in the same condition it was received, reasonable wear and tear excepted. Therefore, the Motor Carrier believes they are not responsible for the charges on the invoice based on Section E.3.a.(2) of the UIIA.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim stating that there are two methods for outgating a unit at their rail facilities. The driver can elect to use the mobile application, or the driver can use the Self-Service Kiosk (SSK). The Equipment Provider stated that drivers can note damage prior to outgate on their own using either method with no intervention necessary from a railyard employee or representative. The unit outgated at a non-AGS facility which does not record images at outgate but provides the Motor Carrier the ability to record electronically the condition of the equipment at the time of interchange. The Equipment Provider stated in this case there was no damage noted at outgate, and the driver elected to use the SSK to outgate the unit. The Equipment Provider also stated that the unit ingated in Baltimore, MD without damage, departed the gate at Chicago 59th Street with no documented damage noted on the EIR, and returned to Bedford Park damaged in violation of Section D.3.e. of the UIIA. It is the driver's responsibility to report any damage to the unit. The Equipment Provider believes that the language at the bottom of the J1 is consistent with UIIA guidance in Section D.2.b. and stated that they only have three terminals that are equipped with outgate AGS systems (Bedford Park, Columbus, and Northwest Ohio). Therefore, the Equipment Provider feels that the invoice should stand.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel members concur that pursuant to Section D.3.b of the UIIA, Motor Carrier drivers are required to conduct a pre-trip inspection prior to departing with interchanged equipment, and pursuant to Section D.2.a, any damage observed to the equipment shall be noted on an Equipment Interchange Receipt. Damage to this unit is clearly visible. If the damage was a pre-existing condition as the Motor Carrier suggests, then it should have been detected on the pre-trip inspection and noted on the interchange receipt. The allegation that damage could not have happened while the unit was in possession of the Motor Carrier because of the timing of the cargo delivery is relatively baseless since the damage could have occurred at any point during the 14 days between when the unit was out-gated on 9/8/2020 and when it was in-gated on 9/22/2020. Given the facts presented in the case, both panel members agree that the Motor Carrier is responsible for the container damage and the repair charges of \$00.00.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2020) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.2. Equipment Interchange Receipts, Item D.2.b.

Use of electronic EIRs requires that the Provider or the Facility Operator provide an electronic system whereby the Motor Carrier may describe electronically, the condition of the Equipment at the time of Interchange, without substantially burdening the Motor Carrier's use of electronic EIRs at the same Premises, and that this information be incorporated as part of the electronic EIR. **[Revised 09/16/17]**

Section D.3. Equipment Condition, Item D.3.b.

Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A **[Item 8 Tires]** to this Agreement. **[Item Re-numbered 10/01/18]**

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider. The Motor Carrier is responsible for the container damage and repair invoice in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

BEN BANKS
Motor Carrier Panel Member

MIKE PAGEL
Rail Panel Member

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20210106-47-XXXP-MR-TR**

Date of Decision: 03/17/2021

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	310084211	NSFZ 133139	11/16/20	Global 4/Global 2	8/18/20	8/29/20	11/16/20	11/23/20	12/22/20	1/6/21
2	309971731	TSFZ 556223	11/10/20	Global 4/Global 2	7/17/20	8/4/20	11/10/20	11/30/20	12/29/20	

The Motor Carrier is basing it's dispute on Sections D.2.a., D.3.e., E.3.a.(2) and Exhibit C to UIIA. The Motor Carrier received two maintenance and repair invoices from the Equipment Provider billing the Motor Carrier for slid flat tires. The disputes are as follows:

Invoice 1 - The Motor Carrier stated that this was a cross-town move dispatched to them by Norfolk Southern (NS). The Equipment Provider provided an ingate AGS image billing the Motor Carrier for a slid flat tire. However, the Motor Carrier argues that the unit was repaired over six weeks after the ingate date, and the documentation provided by the Equipment Provider did not furnish adequate proof that there was a 4/32nd differential in the tire, and the remaining tire tread was less than 2/32nds at the time of ingate. Therefore, the Motor Carrier believes that the Equipment Provider did not comply with Section E.3.a.(2) of the UIIA by providing adequate factual documentation to support the damage billed. In addition, the Motor Carrier stated that they provided a prior ingate J1 at NS Calumet from 08-07-2020 showing tire damages with a different Motor Carrier ingating this chassis prior to it being in their possession. Therefore, the Motor Carrier feels that the unit was returned in the same condition it was when outgated, reasonable wear and tear excepted.

Invoice 2 - The Motor Carrier stated that this was also a cross-town move dispatched to them by Canadian Pacific (CP). The Equipment Provider provided an ingate AGS image billing the Motor Carrier for a slid flat tire. However, the Motor Carrier argues the fact that the unit was repaired over two months after the ingate date, and the documentation provided by the Equipment Provider did not provide adequate proof of the 4/32nd differential in the tire and that the remaining tire tread was less than 2/32nds at the time of ingate. Therefore, the Motor Carrier believes that the Equipment Provider did not comply with Section E.3.a.(2) of the UIIA by providing adequate factual documentation to support the damage billed.

Based on the above information and the supporting documentation provided, the Motor Carrier feels they should not be held liable for the two (2) slid flat tire invoice repairs.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim regarding both invoices, as follows:

Invoice 1 - The Equipment Provider stated that the J1 provided by the Motor Carrier did not illustrate that the damage existed when outgated from the Norfolk Southern rail facility. The Equipment Provider also stated that if damage was not visible on the outgate from the evidence provided, it does fall on the responsibility of the Motor Carrier. The Equipment Provider provided the following language as outlined in their Addendum to the UIIA and believes that Invoice 1 is valid as billed.

Equipment Provider's Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement:

Section 7.A, Paragraph 3

At an AGS gate, any damage to Equipment discovered by EP's gatehouse operator or brought to EP's later attention, including but not limited to any subsequent inspection by the EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to the EP at the time of in-gate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior out-gate EIR or out-gate Recorded Image provides a copy of this documentation identifying the damage discovered by EP's gatehouse operator or brought to EP's later attention. The damage brought to EP's later attention must be captured on an AGS image.

Invoice 2 - The Equipment Provider stated that the Motor Carrier is claiming that they did not provide the appropriate items required in the Supplement to Exhibit C of the UIIA, which the Equipment Provider believes is only required to be provided for roadside repairs. The Equipment Provider stated that the repairs that are being billed to the Motor Carrier are from an on-terminal repair. The Equipment Provider also stated that they provided the appropriate documentation to the Motor Carrier for this on-terminal repair. Therefore, the Equipment Provider believes that Invoice 2 should stand. The Equipment Provider quoted the following language as outlined under Section E.4. of the UIIA.

Section E.4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

- c. Photographic evidence shall be used for tire repair responsibility assignment. Photos of the tire will be produced by the road service provider based upon the stipulated criteria set forth in the Supplement to Exhibit C, Tire Marking and Photo Requirements of the UIIA. **[Added 08/01/18]**
- d. A Provider cannot require the Motor Carrier to return the physical carcass of a tire. **[Added 08/01/18]**

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Motor Carrier is disputing two invoices from the Equipment Provider for slid flat tires. The Motor Carrier panel member indicates that in both instances, the Motor Carrier references the fact that these were cross-town moves and implies that there is a different standard for charging damages on cross-town moves. In fact, the UIIA does not distinguish between cross-town moves and any other type of interchange. The Motor Carrier is required to ensure that damages are notated on outgate interchanges. The rail panel member commented further that there is not a different standard for cross-towns, tread depth measurements are not a requirement, and slid flat tires are not normal wear and tear but are considered damage.

In both instances the Motor Carrier references Exhibit C to the UIIA. The section of Exhibit C for tires being referenced is shown in bold below. The Motor Carrier references the photos and claims the photos do not meet the criteria shown below. The panel thought the photos actually are clear enough and do appear to meet the slid flat criteria.

Exhibit C to UIIA, Tires: Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

In both instances the Motor Carrier also references Exhibit C to the UIIA with the requirements for tread depth measurements shown in bold below. However, tread depth measurements are part of the Supplement to Exhibit C of the UIIA and are required for road repair vendors as it relates to over-the-road repairs. This is not applicable for on-terminal repairs.

Supplement to Exhibit C of the UIIA: Tread Depth measurements for slick tread (09) and slid flat (34)

In both instances the Motor Carrier references that its dispute is based on section D.2.a. and D.3.d. of the UIIA with the phrase “reasonable wear and tear excepted.” (The correct reference to the UIIA is Section D.3.e.) The UIIA clearly references slid flat tires as outside “reasonable wear and tear,” and Exhibit C states that slid flat tires are the Motor Carrier’s responsibility.

Finally, for invoice 310084211, the Motor Carrier provides a previous interchange showing tire damage from another carrier. That interchange shows damage to five tires including the one billed for a slid flat tire on this invoice. However, all five tires show cut / torn and not slid flat. It does not support the Motor Carrier’s claim that the damage they were billed on invoice 310084211 is the same damage noted on the previous interchange provided.

The rail panel member added that the Equipment Provider provided all the required documentation including the invoice and photos at the ingate. Even though tread depth measurements are not a requirement, it is clear in the photos that the slid flat spot was at or below 2/32nds because the affected area was smooth, and the remaining tread was more than 4/32nds. The evidence the Motor Carrier provided did not support its claim of pre-existing damage.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2020) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

Exhibit C to UIIA, Tires

Tire sidewall, shoulder and/or tread cut/punctured/damaged exposing belt material

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

Run Flat Damage to tire and/or tube

Missing Tire, tube or rim

Section E.4. Tires, Item E.4.a-d

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- c. Photographic evidence shall be used for tire repair responsibility assignment. Photos of the tire will be produced by the road service provider based upon the stipulated criteria set forth in the Supplement to Exhibit C, Tire Marking and Photo Requirements of the UIIA. **[Added 08/01/18]**
- d. A Provider cannot require the Motor Carrier to return the physical carcass of a tire. **[Added 08/01/18]**

Supplement to Exhibit C of the UIIA: Tread Depth measurements for slick tread (09) and slid flat (34)

DECISION:

Based upon the supporting documents and evidence submitted, both panel members unanimously find in favor of the Equipment Provider on both invoices. The Motor Carrier is responsible for both repair invoices in this dispute.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

TIM MOORE
Rail Panel Member

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20210129-48-XXXP-MR-OTH**

Date of Decision: 03/30/2021

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	310605579	EMHU644029	12/14/2020	Global 2/Global1	10/20/20	11/4/20	12/14/20	12/17/20	1/15/21	1/29/21

Note: originally there were three invoices submitted by the MC on this case, but the EP canceled two invoices.

The Motor Carrier is basing its dispute on Section D.2.a. and D.3.e of the UIIA. The Motor Carrier disputed the invoice stating that this was a cross-town move dispatched to them by Norfolk Southern (NS). The unit out-gated at the NS 47th (NON-AGS gate facility) and in-gated at the UP/Global 2 (AGS gate facility) on 11/04/2020. The Equipment Provider provided in-gate AGS images from UP/Global 2 showing LSC and LSF bent/cut/torn container. The Motor Carrier in turn also disputed the invoice for the damage to the container. The Motor Carrier provided the Equipment Provider with copies of a previous AGS gate image from 07/28/2020 showing a different Motor Carrier in-gating at a Norfolk Southern yard with the same exact damage shown on the AGS image provided by the Equipment Provider, proving damage was pre-existing. The Motor Carrier stated that the Equipment Provider declined the dispute. The Motor Carrier feels that the container was returned in the same condition that it was taken out, reasonable wear and tear expected, pursuant to Section D.3.e of the UIIA. Therefore, the Motor Carrier believes they are not responsible for the charges on the invoice

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the Motor Carrier's claim stating that they issued the invoice to the Motor Carrier on 12/14/2020. Subsequently, the Motor Carrier submitted a dispute on 12/17/2020. The Equipment Provider stated that the Motor Carrier's dispute questioned the prior history of the unit being disputed due to a J2 cross-town process. However, the Equipment Provider stated that the unit was found with LSC and LSF damage, which was not notated on departure from the NS 47th facility. The Equipment Provider points out that its Addendum to the UIIA clearly states that the in-gating carrier is responsible for any damage found on the equipment unless it was identified as pre-existing. The Equipment Provider stated that the old AGS image provided by the Motor Carrier referenced on 07/28/2020 shows different damage than the damage found and billed for on the invoice as shown on the AGS images. In this case, the Equipment Provider believes it has provided clear evidence that the unit was damaged during the interchange period, and it has followed all the requirements under the UIIA.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel members' opinion is that the damage on the NS in-gate dated 07/28/20 is not the same damage as noted on the UP ingate dated 11/04/2020. The Equipment Provider panel member bases the decision on the damage to the side post on the 11/04/2020 UP in-gate that is not present on the 07/28/2020 NS in-gate. Both panel members agree that the Motor Carrier has the right to return the equipment in the same condition that it was picked up, normal wear and tear accepted. However, the damage to the container when returned to the Equipment Provider is not considered normal wear and tear. The Motor Carrier has not proved its case that the damage on the container was pre-existing damage.

In addition to the information above, the Motor Carrier argues that cross-town moves should be handled differently than other interchanges. The Motor Carrier panel member states that there is no difference between cross-town moves and other interchanges specified in the UIIA.

Based on the facts presented in the case, both panel members agree that the Motor Carrier is responsible for the container damage and the repair charges.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2020) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange.
[Revised 05/12/10]

Section D.3. Equipment Condition, Item D.3.e

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider. The Motor Carrier is responsible for the container damage and repair invoice in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

TIM MOORE
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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Case Number: **20210405-1-XXXL-MR-OTH**

Date of Decision: 06/29/2021

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	127090	SEGU4559676	03/10/21	Equipment Storage Service/UP	11/13/20	11/16/20	3/10/21	3/18/21	3/21/21	04/05/21

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections D.3.e. and E.3.a. of the UIIA. The Motor Carrier outgated the container from Equipment Storage Service on 11/13/2020 and ingated the container three (3) days later to Union Pacific (Wilmer, TX) on 11/16/2020. The Motor Carrier contends that the container facility failed to document damage upon outgate, and the Motor Carrier believes that the damage was pre-existing. The Motor Carrier believes that the amount of rust at the top corner of the container as well as the amount of rust oxidation are evidence of prior damage. Therefore, the Motor Carrier feels they should not be held liable for the invoice amount.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim stating that it issued the invoice according to the terms of the UIIA. The EIR indicated that the container was released from Equipment Storage Service in good condition but was returned with damage. The Equipment Provider noted that according to its Addendum to the UIIA, paragraph 2, Maintenance and Repair, the Motor Carrier shall repair and restore the damaged equipment in its possession, at its own cost and expense, or the Equipment Provider will cause the repair to be performed, and the Motor Carrier shall promptly

pay the Equipment Provider for the repairs upon receipt of the Equipment Provider's invoice. Therefore, the Equipment Provider feels that the damage is the responsibility of the Motor Carrier, and the invoice should stand.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel members find that the Motor Carrier and Equipment Provider agreed that the damage existed on the equipment at ingate interchange. The Motor Carrier advised that it was pre-existing damage, however, there were no notations of any damage on the outgate interchange. Under UIIA Sections D.2.a. and D.2.b., the Equipment Interchange Receipt (EIR) "shall describe the Equipment and any Damage observable thereon at the time of interchange, reasonable Wear and Tear excepted" (Section D.2.a). The panel members agree with the Equipment Provider that the Motor Carrier should have notated the existing damage on the EIR at the time they outgated the equipment. Therefore, the panel finds in favor of the Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2020) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.2. Equipment Interchange Receipts, Item D.2.b.

Use of electronic EIRs requires that the Provider or the Facility Operator provide an electronic system whereby the Motor Carrier may describe electronically, the condition of the Equipment at the time of Interchange, without substantially burdening the Motor Carrier's use of electronic EIRs at the same Premises, and that this information be incorporated as part of the electronic EIR. **[Revised 09/16/17]**

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to

the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider. The Motor Carrier is responsible for the equipment damage and repair invoice in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

JORDAN HUNT
Motor Carrier Panel Member

TIM AMES
Ocean Carrier Panel Member

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20210701-8-XXXA-MR-OTH**

Date of Decision: October 25, 2021

Invoice	Invoice #	Container #	Inv. Date	Amount	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	3SF5730	UMXU259969	6/29/21	\$xxx	59 th St Chicago/CSX 71 st Street	3/26/2021	3/30/21	6/30/21	7/1/21	7/1/21	7/1/21

The Motor Carrier's basis of the dispute is Section D.2.a. of the UIIA. The Motor Carrier pulled a loaded container out of the Equipment Provider's facility on 59th Street Chicago on March 26, 2021, and delivered the unit reloaded to 71st Street on March 30, 2021. The Motor Carrier believes that the Equipment Provider is billing them for old damage. The Motor Carrier disputed the charges showing the ingate photos with what it believes to be rusted old damage. The Motor Carrier states that it only had the container for a few days, and the damage did not occur while the equipment was in its possession. The Motor Carrier also states that the Equipment Provider sent a fresh photo of the container indicating it was provided from the repair vendor. The Motor Carrier contends that the photo the Equipment Provider provided did not reflect what the container looked like when it was ingated. The Motor Carrier sent the Equipment Provider a blown-up photo of the ingate from the Equipment Provider's AGS system. The Motor Carrier further adds that the Equipment Provider stated that further discussion about the dispute would be non-productive and advised the Motor Carrier to seek arbitration. The Motor Carrier believes it is being billed for pre-existing damage and it should not be responsible for the charges billed.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim indicating that supporting documentation confirms that no damage was noted on the outgate interchange in Bedford Park. The Equipment Provider also noted that the unit was repaired and rebilled to the Motor Carrier within the established billing timeframe set forth under the UIIA. After researching to determine the responsible party for the damage, the Equipment Provider states that the Motor Carrier was the first company to return the unit with damage. Previous ingates did not reflect the damage to the left side. The Equipment Provider stated that the outgate facility is a non-AGS location so the Motor Carrier should have notated the condition of the equipment at the time of interchange on the equipment interchange receipt if the damage was pre-existing. Consequently, the Equipment Provider believes the invoice is valid as billed.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel members concur that the AGS photo evidence clearly indicates the side panel damage to container UMXU259969 upon ingate at Bedford Park. The Motor Carrier that had possession of the container during the interchange period, the Motor Carrier, did not notate any damage upon outgate at 59th St, therefore, the Motor Carrier is responsible for the damage in accordance with Sections D.2.a. and D.3.e. of the UIIA. Furthermore, the Equipment Provider provided photo evidence of the repair and a previous interchange AGS image indicating no damage in an effort to avoid this arbitration. The fact that there is rust evident in the repair photo indicating that the damage was not "fresh" is inconsequential since the repair took place approximately 2 months after the damage was reported, allowing sufficient time for rust to develop. The repair and invoice were submitted within the timelines allowed by the UIIA. Accordingly, the panel members rule in favor of the Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2020) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider. The Motor Carrier is responsible for the container damage and repair invoice in the amount of \$xxx.

CASE REVIEWED AND DECIDED BY:

JORDAN HUNT
Motor Carrier Panel Member

JEFF CHAPMAN
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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Case Number: **20220926-57-XXXP-MR-OTH**

Date of Decision: 04/10/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

	Invoice #	Unit #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	1230126749/ NOTDV2C3S4	DDRZ909603	8/18/22	CP/NS	6/02/22	6/02/22	8/18/22	9/08/22	9/12/22	9/26/22

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e. and E.3.a.(2) of the UIIA. The Motor Carrier received an invoice for slid flat tire damage. Motor Carrier disputed the charges based on the fact that the damage being billed could not be seen on the ingate AGS image provided by the Equipment Provider. The Equipment Provider disagreed with the Motor Carrier indicating that the damage was visible in the image. Although a photo was provided, the Motor Carrier does not believe the Equipment Provider provided adequate proof of the damage at the time of ingate. The Motor Carrier believes the Equipment Provider did not comply with Section E.3.a.(2) of the UIIA by providing adequate factual documentation to support the damage billed. In addition, the Motor Carrier argues that because this was a cross-town move there would be reasonable wear and tear expected to the tire. Therefore, the Motor Carrier believes it is not responsible for the damage and the charges billed.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim stating that the Motor Carrier did not provide an outgate J1 from CP Bensenville at the time of dispute, therefore the Equipment Provider was unaware of the condition of the equipment prior to ingating NS. The Motor Carrier provided an outgate receipt from CP Bensenville in the arbitration package, which was not presented at the time of the Motor Carrier's initial dispute on September 8, 2022. The

receipt shows that no damage was noted on the outgate. A clean outgate from CP Bensenville and a dirty ingate at NS proves that the Motor Carrier is responsible for the damage that occurred during the interchange period as described in Section E.3.a. of the UIIA and in the Equipment Provider's Addendum to UIIA, Section IV.B.b.1. Accordingly, the Equipment Provider believes the Motor Carrier is responsible for the damage noted at ingate.

In addition, the Equipment Provider also states that in the Motor Carrier's arbitration package the Motor Carrier stated no damage can be seen on the ingate image, however, it is not a valid reason for this dispute. The damage can be seen on the ingate image. A yellow arrow was placed on the image to indicate the damage. Therefore, the Equipment Provider believes the invoices are due as billed.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. This case has one invoice for a run flat between the Motor Carrier and the Equipment Provider. The panel has determined that the run flat is visibly seen in the picture and the tire is off the bead. There is no recorded damage on the outgate from CP Bensenville, however in the ingate at NS it shows a run flat. Based on the provisions in Sections D.2.a., D.3.e., and E.3.a.(2) of the UIIA and the Equipment Provider's Addendum to UIIA, the panel concludes that the Motor Carrier is responsible for the damage to the tire and must pay the invoice in dispute in the amount of \$00.00.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

Equipment Provider's Addendum to UIIA Section IV.B.b.1

b. On Terminal Repairs

1. The in-gating Motor Carrier will be responsible for repairs to damage noted either at the manned gate or in recorded images at AGS gates.

DECISION:

The panel unanimously finds in favor of the Equipment Provider. The Motor Carrier is responsible for the repair of the damage to the tire in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

JEFFREY CHAPMAN
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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Case Number: **20210129-48-XXXP-MR-OTH**

Date of Decision: 03/30/2021

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	310605579	EMHU644029	12/14/2020	Global 2/Global1	10/20/20	11/4/20	12/14/20	12/17/20	1/15/21	1/29/21

Note: originally there were three invoices submitted by the MC on this case, but the EP canceled two invoices.

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Section D.2.a. and D.3.e of the UIIA. The Motor Carrier disputed the invoice stating that this was a cross-town move dispatched to them by Norfolk Southern (NS). The unit out-gated at the NS 47th (NON-AGS gate facility) and in-gated at the UP/Global 2 (AGS gate facility) on 11/04/2020. The Equipment Provider provided in-gate AGS images from UP/Global 2 showing LSC and LSF bent/cut/torn container. The Motor Carrier in turn also disputed the invoice for the damage to the container. The Motor Carrier provided the Equipment Provider with copies of a previous AGS gate image from 07/28/2020 showing a different Motor Carrier in-gating at a Norfolk Southern yard with the same exact damage shown on the AGS image provided by the Equipment Provider, proving damage was pre-existing. The Motor Carrier stated that the Equipment Provider declined the dispute. The Motor Carrier feels that the container was returned in the same condition that it was taken out, reasonable wear and tear expected, pursuant to Section D.3.e of the UIIA. Therefore, the Motor Carrier believes they are not responsible for the charges on the invoice

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the Motor Carrier's claim stating that they issued the invoice to the Motor Carrier on 12/14/2020. Subsequently, the Motor Carrier submitted a dispute on 12/17/2020. The Equipment Provider stated that the Motor Carrier's dispute questioned the prior history of the unit being disputed due to a J2 cross-town process. However, the Equipment Provider stated that the unit was found with LSC and LSF damage, which was not notated on departure from the NS 47th facility. The Equipment Provider points out that its Addendum to the UIIA clearly states that the in-gating carrier is responsible for any damage found on the equipment unless it was identified as pre-existing. The Equipment Provider stated that the old AGS image provided by the Motor Carrier referenced on 07/28/2020 shows different damage than the damage found and billed for on the invoice as shown on the AGS images. In this case, the Equipment Provider believes it has provided clear evidence that the unit was damaged during the interchange period, and it has followed all the requirements under the UIIA.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel members' opinion is that the damage on the NS in-gate dated 07/28/20 is not the same damage as noted on the UP ingate dated 11/04/2020. The Equipment Provider panel member bases the decision on the damage to the side post on the 11/04/2020 UP in-gate that is not present on the 07/28/2020 NS in-gate. Both panel members agree that the Motor Carrier has the right to return the equipment in the same condition that it was picked up, normal wear and tear accepted. However, the damage to the container when returned to the Equipment Provider is not considered normal wear and tear. The Motor Carrier has not proved its case that the damage on the container was pre-existing damage.

In addition to the information above, the Motor Carrier argues that cross-town moves should be handled differently than other interchanges. The Motor Carrier panel member states that there is no difference between cross-town moves and other interchanges specified in the UIIA.

Based on the facts presented in the case, both panel members agree that the Motor Carrier is responsible for the container damage and the repair charges.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2020) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange.
[Revised 05/12/10]

Section D.3. Equipment Condition, Item D.3.e

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider. The Motor Carrier is responsible for the container damage and repair invoice in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

TIM MOORE
Rail Panel Member

In the Dispute Between

Case Number: **20210915-49-CNRP-MR-TR**

Appellant, and

UIIA EP, **Union Pacific Railroad Company,**

Date of Decision: **March 14, 2022**

Respondent.

Invoice	Invoice #	Equipment #	Inv. Date	Amount	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	314820614	LSFZ 531385	07/30/2021	\$179.80	Yard Center-Dolton /Global 2	05/12/21	05/26/21	07/30/21	08/02/21	08/31/21	09/15/21

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e, E.4.a., Exhibit A and Exhibit C of the UIIA. The Motor Carrier disputed the invoice stating that it was a cross-town move dispatched to the Motor Carrier by Norfolk Southern (NS). The unit outgated at the NS 49th (AGS gate facility) and ingated at the UP/Global 2 (AGS gate facility) on 05/26/21. The Equipment Provider provided ingate AGS images from UP/Global 2 showing a “U” shaped line/mark, LOF cut/torn tire. The Motor Carrier disputed the invoice by providing the Equipment Provider copies of a previous AGS gate image from the same day, 05/26/2021 at 3:00 am, with a different Motor Carrier ingating at a Norfolk Southern yard. The Motor Carrier believes it is the same exact damage shown on the AGS image provided by the Equipment Provider proving it was pre-existing damage. However, the Motor Carrier stated that the Equipment Provider declined its dispute stating that the Motor Carrier did not prove pre-existing tire damage. The Motor Carrier feels that the unit was returned in the same condition it was taken out, reasonable wear and tear excepted, pursuant to Section D.3.e of the UIIA. Therefore, the Motor Carrier believes it is not responsible for the charges on the invoice.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider did not respond to the Motor Carrier's claim, but it responded to the Motor Carrier's dispute stating, "a cut in the shape of "U" or "L" can be seen on the ingate photo without proof [of] pre-existing damage". Therefore, the Equipment Provider feels that the damage is the responsibility of the Motor Carrier, and the invoice should stand.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel's opinion is that the Equipment Provider provided evidence that the LOF tire on the photograph image LSFZ 531385 was ingated to UP-G2 on May 26, 2021 by the Motor Carrier with a cut however, the photograph image showing the condition of LSFZ 531385 outgating from NS 49th Street on May 26, 2021 was dark and therefore inconclusive. The Motor Carrier provided clear photograph evidence that the LOF tire on LSFZ 531385 had the same cut earlier the same day at 3:00 am on May 26, 2021. The panel agrees that the evidence of the photograph image provided by the Motor Carrier supports its claim of pre-existing damage pursuant to Section D.2.a. and D.3.e. of the UIIA. Therefore, the Motor Carrier should not be held responsible for the tire damage.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

Section E.4. Tires, Item E.4.a.

Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit A to UIIA, Motor Carrier Pre-Trip Inspection

Exhibit C to UIIA Tire Marking and Photo Requirements/Criteria (Added 08/01/18)

**Supplement to Exhibit C of the UIIA: Tire Marking and Photo Requirements/Criteria
(Added 08/01/18)**

DECISION:

The panel unanimously finds in favor of the Motor Carrier. The Motor Carrier is not responsible for the repair of pre-existing damage to the tire and the repair invoice in the amount of \$179.80.

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

GORDON GRAHAM
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20220623-51-XXXP-MR-OTH**

Date of Decision: 10/31/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	1111091099	TSFZ548160	04/21/22	NS Landers/ NS Landers	2/13/22	2/18/22	04/21/22	05/20/22	06/09/22	06/23/22

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e., and E.3.a.(2) of the UIIA. The Motor Carrier disputed the invoice stating that the Equipment Provider provided the in-gate AGS image at NS Landers showing damage to the landing leg. The Motor Carrier stated that they provided the out-gate AGS image at UP/Global4 showing the same damage [was noted] to the landing leg. The Motor Carrier further said that the AGS image was identical to NS Landers AGS image. The Motor Carrier stated that the Equipment Provider declined their dispute stating that the Motor Carrier was responsible for all damages, even pre-existing damage that is brought into the Norfolk Southern facility. The Motor Carrier states that the damages were documented on the out-gate EIR from UP, therefore, the Motor Carrier feels that the damage did not happen while it was in its possession. The Motor Carrier states that the unit was roadworthy and safe to cross town. Pursuant to Section D.3.e. of the UIIA, the Motor Carrier believes that the unit was returned in the same condition as it was when it was taken out, reasonable wear and tear excepted. Therefore, the Motor Carrier believes it is not responsible for the damage and the charges on the invoice.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim stating that the Motor Carrier asserted that the claim is based on a violation of Section D of the UIIA. The Equipment Provider asserts that the dispute is declined based on the Equipment Provider's Addendum to the UIIA, Section IV.B.b.1. The Equipment Provider states that the Motor Carrier uses various reasons for its dispute in this matter as follows:

1. 5/20/2022 - "Unit out-gated UP/Global4 (AGS facility), drivers are unable to write up damages at out-gate due to it being an AGS yard. Union Pacific is not providing us with the out-gate AGS images. This is out of [Motor Carrier]'s control. Please advise." Equipment Provider provided the email address uiiaissues@uiia.org to assist Motor Carrier with obtaining images from another Equipment Provider's facility.
2. Motor Carrier emailed Equipment Provider on 6/10/2022 stating that they re-reviewed the images and saw that it was not just a missing sandshoe, but a damaged landing leg, but they would pay the invoice (email was provided for review).
3. Motor Carrier emailed again on 6/10 that they were not responsible for damage per UIIA 3.D.d.
4. Motor Carrier emailed on 6/13 to give Equipment Provider one last chance to resolve dispute in Motor Carrier's favor.
5. Motor Carrier replied via email to Equipment Provider on 6/13 and did not refute Equipment Provider's Addendum IV.B.b.1, but also stated that IV.B.a. of the Addendum was relevant, which it is not as that provision is for road service.
6. Motor Carrier stated in 6/23 email that the invoice was sent to UIIA for arbitration.

The Equipment Provider's stance is that it has fairly applied their Addendum provision in Section IV.B.b.1 in declining this dispute.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel agrees that this dispute centers around whether the applicable Section of the governing UIIA Agreement or the Equipment Provider's Addendum should prevail. Both parties appear to agree that the ingate condition of the unit was the same as the outgate condition and the AGS images appear to support that information.

The Motor Carrier cites to Section D.3.d. of the UIIA, however that Section's identification is D 3 e.:

Section D.3.e. Equipment Condition

- e. Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

The Equipment Provider cites to its Addendum, Section IV.B.b.1. - Determining Responsible Party, which states:

b. On Terminal Repairs

1. The in-gating Motor Carrier will be responsible for repairs to damage noted either at the manned gate or in recorded images at AGS gates.

The Equipment Provider further goes on to state:

“Centera’s point about this being pre-existing damage that they pulled from one terminal owned by UP and eventually ingating this to another terminal not owned by the UP is a reason why these interchange rules exists [sic].” Otherwise Centera can just transfer bad equipment to other terminals and unfairly shift liability of who repairs the equipment. Centera has a responsibility, as outlined in the UIIA and by federal requirements, to pre-trip their equipment for good working condition free of visible defects. The fact they claim they found outgate pictures proving pre-existing damage only further puts into question their ability to follow the processes put into place to protect all parties.”

The Equipment Provider’s position appears to be that the condition of the equipment at time of outgate has no bearing. They reserve the right to hold the Motor Carrier accountable for all damages at time of ingate. One would have to assume that position would mean Motor Carriers would be responsible for any dents or scratches or cuts to a container received at ingate regardless of whether those damages existed at time of outgate. This would completely change the way damages to equipment have been assigned. Traditionally damages noted at outgate are not charged to the Motor Carrier. The Equipment Provider also states the Motor Carrier is responsible for inspecting the equipment prior to outgating and should have caught the issue. While correct, that does not transfer existing damages from the Equipment Provider to the Motor Carrier.

The panel concurs that the main points in this dispute are first, that the unit was returned in the same condition it was picked up. Second, the language that Equipment Provider has in its Addendum conflicts with the base agreement of the UIIA, and the base agreement should prevail. For these reasons, the panel finds in favor of the Motor Carrier.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange.
[Revised 05/12/10]

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier. The Motor Carrier is not responsible for the damages and repair of the pre-existing damage to the unit in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

TIM MOORE
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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Case Number: **20220712-XXX53-P-MR-OTH**

Date of Decision: 10/20/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	320121334	NSPZ 144075	05/25/22	CP Rail / UP Global 2	02/28/22	02/28/22	05/25/22	06/2/22	06/27/22	07/12/22

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e., and E.3.a.(2) of the UIIA. The Motor Carrier disputed the invoice stating that the unit out-gated at the CP/Schiller Park (non-AGS facility) and in-gated at UP/Global 2 (AGS facility) on 02/28/2022. The Motor Carrier stated that the Equipment Provider originally did not provide the ingate AGS image at UP/Global 2 showing damages so the Motor Carrier disputed the invoice stating that the invoice is not in accordance with UIIA rules. The Motor Carrier stated that the Equipment Provider denied the dispute and attached a blown up AGS image of just the chassis leg. The Motor Carrier claims that the image is too dark to see any kind of damage to the chassis leg or the RSC main frame. The Motor Carrier also stated that the Equipment Provider's website showed "no available images" of damage to the unit. Therefore, the Motor Carrier believes that the unit was taken out and brought back in the same condition, reasonable wear and tear excepted, and they are not responsible for the damage repairs.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider did not respond to the DRP submission, but it did respond to the Motor Carrier's initial dispute providing the Motor Carrier with a copy of the AGS image & repair photos.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel concurs that there is no damage to the chassis leg noted on the outgate of the unit. However, the additional AGS image provided to the panel by the Equipment Provider does show the right leg bent in the backward position which supports the Equipment Provider's invoice. If it was pre-existing damage, it would have been easily visible by the driver doing a proper pre-trip inspection and the damage corrected prior to outgate or noted on the outgate interchange receipt. Without proof of damage when the unit was picked up, it can only be assumed the damage occurred after it departed the CP Rail gate. For these reasons, the panel finds in favor of the Equipment Provider.

The Motor Carrier panel member points out that the Equipment Provider should be notified that there appears to be some type of system issue. The image the Equipment Provider provided to the Motor Carrier was different from what was provided to the arbitration panel when requested. The original image provided to the Motor Carrier was not valid for the purposes of backing up their damage claim. The Equipment Provider should resolve this issue as it relates to future billings.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to

the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider based on Section D.2.a. of the UIIA. The Motor Carrier is responsible for payment of the damage repair invoice in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

TIM MOORE
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20230202-58-XXXP-MR-TR**

Date of Decision: 05/01/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	324119041	LSFZ 530742	12/29/22	NS 63 rd / UP Global 2	11/25/22	11/25/22	12/29/22	01/03/23	01/21/23	02/02/23

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e. and E.3.a.(2) of the UIIA. The Motor Carrier disputed invoice 324119041 stating that it was a cross-town move dispatched to the Motor Carrier by Norfolk Southern (NS). The unit outgated at NS 63rd (NON-AGS facility) and ingated at UP/Global 2 (AGS facility) on November 25, 2022. The Motor Carrier states that the Equipment Provider did not provide an ingate AGS image at UP/Global 2 showing the damages, therefore the Motor Carrier disputed the invoice stating the "bill is not in accordance with UIIA rules". The Equipment Provider denied the dispute stating that the attached photos showed damage on ingate, however, the Motor Carrier stated that the Equipment Provider did not attach any photos to review said damage. The Motor Carrier stated that the unit was taken out and brought back in the same condition, reasonable wear and tear excepted. Therefore, the Motor Carrier believes that because the Equipment Provider was unable to provide proof of damage at the time of ingate, the Motor Carrier was unable to determine if the unit was returned in the same condition as when it was outgated, reasonable wear and tear excepted, pursuant to Section D.3.e. of the UIIA. Therefore, the Motor Carrier believes it is not responsible for the damage charges on the invoice.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim agreeing with the Motor Carrier that it appeared that the Equipment Provider's system failed to attach the AGS images to the invoice. The Equipment Provider furnished the images as part of its response to the arbitration claim and advised the Motor Carrier that they escalated the issue to their IT department to investigate why the image upload failed and would confirm the outcome of the investigation once received. However, the Equipment Provider did not provide results of why the image upload failed. The Equipment Provider stated that they provided the email address to the Motor Carrier in the dispute denial comment advising where evidence of pre-existing damage could be sent for the Equipment Provider to review. However, the Equipment Provider stated it did not receive any emails from the Motor Carrier providing evidence that the damage was pre-existing. The Equipment Provider also stated it did not receive any emails from the Motor Carrier advising them that the supporting documentation was not attached to the invoice. The Equipment Provider believes they could have been advised via email, and the technical issue could have been investigated at the time of the Motor Carrier's request. The Equipment Provider noted that in reviewing the documentation provided by the Motor Carrier, it does not appear that the driver noted any damage on the outgate J1 from NS Chicago 63rd Street ramp on 11/25/2022, therefore a J2 would not be applicable.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel believes the Motor Carrier is responsible for the damage as the ingate photo clearly shows a huge cut on the ROF tire. The NS gate receipt outgate states at the bottom of the form that the "Driver certifies that he/she has completed a pre-trip inspection of the chassis/trailer in accordance with 49 CFR 392.7 and the Uniform Intermodal Interchange Agreement and found it to be in good working order." Based on the ingate photo, it is difficult for a driver to miss such a big cut on an outside tire.

The Motor Carrier is disputing the invoice based upon not receiving the photos within the time period allowed under Section E.3.a.(2) of the UIIA, however, the timelines for invoicing and disputes were all met. A technical issue with providing photos would not negate the invoicing and responding to a dispute in a timely manner. When notified of the issue with the links to the photo, the Equipment Provider provided a "Recorded images taken at the time of Interchange." as required under Section D.2.a. of the UIIA. The UIIA does not specify any particular time period for the recorded image to be provided. A reasonable standard applied to this dispute is that the delay in providing the image did not impact the Motor Carrier's ability to dispute the invoice. Therefore, the panel finds in favor of the Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (July 20, 2022) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange.

[Revised 05/12/10]

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider based on Sections D.2.a. and E.3.a.(2) of the UIIA. The Motor Carrier is responsible for payment of the damage repair invoice in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

TIM MOORE
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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Case Number: **20230216-59-XXXP-MR-OTH**

Date of Decision: 05/01/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	324322438	EMHU648265	01/11/23	NS 47th /UP Global 2	09/21/22	10/28/22	01/11/23	02/02/23	02/16/23

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e. and E.3.a.(2) of the UIIA. The unit outgated NS 47th (AGS facility) and ingated UP/Global 2 (AGS facility) on 10/28/2022. The Motor Carrier disputed the invoice stating that it was a cross-town move dispatched to the Motor Carrier by Norfolk Southern (NS). The Motor Carrier stated that NS provided the only outgate picture available from NS 47th (AGS) showing cuts to the Left Side Rear (LSR), and the Equipment Provider provided an ingate picture showing additional cuts to the LSR. However, the Motor Carrier states that the damage could not be seen on the outgate picture provided by the Equipment Provider due to a large black line going through the image. The Motor Carrier stated they requested additional outgate photos, but the Equipment Provider was unable to provide the photos.

The Motor Carrier believes that if the Equipment Provider would have properly sent a J2 to NS after the unit ingated UP, which the Motor Carrier states is the proper procedure/protocol for cross-town units, the proper party, NS, would have been responsible for the damages. The Motor Carrier feels they should not be responsible for distorted AGS images from the origin railroad. The Motor Carrier further states that the drivers are not permitted to document damages at AGS gates. AGS is supposed to document all damages in the "Recorded Images" taken at the time of interchange.

Therefore, the Motor Carrier believes that because the Equipment Provider was unable to provide proof of damage at time of ingate, the Equipment Provider was unable to determine if the unit was returned in the same condition when it was outgated, reasonable wear and tear excepted, pursuant to Section D.3.e. of the UIIA. Therefore, the Motor Carrier believes it is not responsible for the charges on the invoice.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim stating that the unit outgated from Union Pacific on September 21, 2022 at 19:09 (7:09 pm) from Global 1 with no damage to the left side of the container. The unit ingated on October 28, 2022 at 13:47 (1:47 pm) to Global 2 with visible cuts to the panel. The photo provided to the Equipment Provider from the Motor Carrier does not have a date, time, or location on the photo and there is no damage visible to the container. The Equipment Provider stated that they cannot issue a J2 to NS when the photo provided to Union Pacific does not show any damage to the container and does not have a date, time, or location on the image. The Motor Carrier interchanged the container to the Equipment Provider with damages outside of normal wear and tear conditions with no proof of it being pre-existing. Therefore, the Equipment Provider stands by its decision that the Motor Carrier has not provided documentation showing the damage was pre-existing, therefore the invoice is valid.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel based its decision on Section D.2.d. of the UIIA. The panel believes and has decided that the AGS technology did not allow for observable damage and the outgate image provided was inadequate. The outgate image was distorted and the words "Damage is captured on Recorded Images" was not indicated on the interchange receipt. Section D.2.d. of the UIIA states "If Recorded Images are taken at the time of Interchange, Damage will not be reported on ingate or outgate EIR. The words "Damage is captured on Recorded Images" will be printed on the Equipment Interchange Receipt." Since the outgate image was inadequate, the panel finds in favor of the Motor Carrier.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (July 20, 2022) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

- a. At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.2. Equipment Interchange Receipts, Item D.2.d.

- d. If Recorded Images are taken at the time of Interchange, Damage will not be reported on ingate or outgate EIR. The words "Damage is captured on Recorded Images" will be printed on the Equipment Interchange Receipt. All such Recorded Images will be made available for each Party for a period of 1 year from Interchange without charge. **[Revised 11/12/12]**

Section D.3. Equipment Condition, Item D.3.e.

- e. Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on Section D.2.d. The Motor Carrier is not responsible for payment of the damage repair invoice in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

BEN BANKS
Motor Carrier Panel Member

STEVEN CHAVEZ
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20230330-60-XXXP-MR-TR**

Date of Decision: 07/21/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

	Invoice Number	Unit #	Invoice Date	Facility	Outgated	Ingated	Date MC Rec'd Invoice	Date MC Disputed Invoice	Date EP Responded only confirmed receipt of dispute	Date Notice of Intent Received
1	324689031	HGIU645450/ NSPZ146935	2/1/23	Global 4/ Global 2	1/20/23	1/20/23	2/1/23	2/16/23	3/15/23	3/30/23
2	324937048	HGIU523208/ TSFZ910572	2/15/23	Global 2	12/28/22	12/28/22	2/15/23	2/16/23	3/15/23	3/30/23

MOTOR CARRIER'S BASIS OF DISPUTE

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e., and E.3.a.(2) of the UIIA. The Motor Carrier indicates both invoices are from a cross-town move dispatched to the Motor Carrier by Norfolk Southern. For invoice 324689031, the unit outgated NS 47th Street (AGS facility) and ingated UP/Global 2 (AGS facility) on January 20, 2023. The Equipment Provider did not provide ingate AGS images at UP/Global 2 showing damages with its invoice. Motor Carrier disputed charges, indicating the billing did not comply with Section E.3.a.(2). The Equipment Provider denied the dispute stating that the attached photo showed the damage being billed. The AGS photo later provided by the Equipment Provider still did not show damage was present at ingate. The Motor Carrier believes the unit was returned in the same condition as it was outgated, reasonable wear and tear excepted, and that no damage can be seen on the ingate AGS image. The Motor Carrier responded to the Equipment Provider's additional comments in this claim stating that once the ingate AGS image was provided to it by the Equipment Provider it was able to compare the outgate and ingate AGS images. Unfortunately, the NS outgate was darkened at the bottom of the picture so the Motor Carrier was unable to see the mark on the sidewall. The Motor Carrier indicated that it would have sent this to the Equipment Provider, but the Equipment Provider does not respond to its emails in a timely manner and the Motor Carrier stated that they would have missed their window to submit the claim for arbitration. The Motor Carrier also notes that the first picture provided could be from a totally different chassis or taken any time after the ingate so therefore they believe this photo is invalid. The Motor Carrier states that, based on Section D.2.d., the AGS technology did not allow for observable damage and the

outgate image provided was inadequate. The outgate image was not clear and did not have the terminology “Damage is captured on Recorded Images” on the interchange receipt as required.

For invoice 324937048, the unit outgated NSCAL (Non-AGS facility) and ingated UP/Global 2 (AGS facility) on December 28, 2022. The Equipment Provider did not provide ingate AGS images at UP/Global 2 showing damages with the invoice. The Motor Carrier disputed charges, stating the billing did not comply with Section E.3.a.(2). The AGS photo later provided by the Equipment Provider still did not show damage was present at ingate. The Motor Carrier believes the unit was returned in the same condition as it was outgated, reasonable wear and tear excepted, and that no damage can be seen on the ingate AGS image. The Motor Carrier noted that the proper procedure should be that the Equipment Provider J2 any and all damages back to the origin railroad (NS). However, because the Equipment Provider’s system can’t differentiate between a cross-town and any other interchange, the Equipment Provider sends the invoice to the Motor Carrier rather than the proper party responsible for the billing.

EQUIPMENT PROVIDER’S RESPONSE TO MOTOR CARRIER’S DISPUTE

For invoice 324689031, the Equipment Provider indicates that the Motor Carrier disputed this invoice for not having ingate images included with the invoice and for being a cross-town move. The Equipment Provider attached the ingate image showing the tire off the rim and cut on the side wall to the invoice. The Motor Carrier was directed to provide documentation showing the damage was pre-existing, however no email was received. The Equipment Provider also notes that the images the Motor Carrier provided with the arbitration claim do not clearly show the damage was pre-existing and the Equipment Provider believes the Motor Carrier is responsible for the charges as billed. The Equipment Provider also responded to the Motor Carrier’s additional comments, stating that the first photo provided is the repair photo where you can see the marking of NSPZ126935 on the tire and the date of January 27, 2023 which is the chassis that was repaired and the repaired date. The Equipment Provider is not required to furnish the repair photo, however, it was provided to show that the damage on the ingate matches the damage requiring repair to the tire. The damage is clearly visible on the ingate and would have been clearly visible during the Motor Carrier’s pre-trip inspection. The Motor Carrier’s reasoning of Section D.2.d. does not negate the Motor Carrier’s responsibility under the pre-trip inspection to check specific items visually and audibly regarding tires. The Motor Carrier failed to do a proper pre-trip inspection and outgated the equipment in a damaged condition in violation of FMCSA 392.7.

For invoice 324937048, the Equipment Provider indicates that the Motor Carrier disputed this invoice for not having ingate photos attached. The AGS ingate image was attached showing the slid flat tire damage that matches the repair photos. There were no additional communications from the Motor Carrier providing any evidence showing that the damage was pre-existing. The Equipment Provider concluded that the damage was visible on ingate and the outgate provided by the Motor Carrier from NS stating there was no damage noted by the driver and deemed the Motor Carrier responsible for the damaged tire. The Equipment Provider also added, based on Motor Carrier’s additional comments, that the Motor Carrier is required to do a pre-trip inspection under Exhibit A of the UIIA. The Motor Carrier is responsible to ensure the equipment is in a safe operating condition. Failure to conduct a proper pre-trip inspection and to have damage or defects repaired prior to outgating the equipment is a violation of FMCSA 392.7. The ingate images clearly showed in this case a slid area identical to the repair photos.

DISCUSSION

The panel has carefully reviewed all documents and evidence submitted by the parties. The Motor Carrier Panel member indicated that, as the Motor Carrier points out, the Equipment Provider did not initially provide copies of the Recorded Images in accordance with UIIA Section D.2.a. However, the Equipment Provider provided the images at a later date to justify the repair invoices. While the facility where the Motor Carrier outgated the equipment may not have provided adequate photographs, the Motor Carrier is required to perform a pre-trip inspection in accordance with UIIA Section D.3.b., inspecting items addressed in Exhibit A to the UIIA. Tire damage, as identified in this claim, is specified for review in Exhibit A. As the Motor Carrier outgated the equipment without noting the corresponding damage, the Motor Carrier either failed to adequately perform a pre-trip

inspection (and thereby assumed responsibility for any non-compliant damages) or damaged the equipment in its possession. In addition, the photos provided by the Equipment Provider make the damage appear recent in nature. The Rail panel member concurred and stated that the AGS image also shows the cut tire and a time stamp and the ingate images show damaged tires. Had the Equipment Provider not provided photos supporting the claim at a later date, these invoices would not be in accordance with the UIIA. However, since they were later provided and the damage identified in the pictures is consistent with the invoices, the panel finds in favor of the Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL

The panel relied upon the following provisions from the UIIA (July 20, 2022) to make its decision:

D. Equipment Interchange

2. Equipment Interchange Receipts

a. At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10].**

3. Equipment Condition

b. Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Item Re-numbered 10/01/18]**

e. Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

E. Equipment Use

3. Damage to Equipment

a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

Exhibit A of the UIIA – Item 8

8. Tires (Check that the following conditions are not present.)

- a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
- b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
- c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
- d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.

DECISION

The panel unanimously finds in favor of the Equipment Provider based on the evidence and supporting documentation presented in the case. Although the Equipment Provider did not initially provide copies of the recorded images, it provided the images at a later date that reflected the damage billed. Additionally, since the Motor Carrier outgated the equipment without noting the corresponding damage, the Motor Carrier either failed to adequately perform a pre-trip inspection as required under Section D.3.a. of the UIIA or damaged the equipment while it was in its possession. Therefore, the Motor Carrier is responsible for the payment of the disputed invoices.

CASE REVIEWED AND DECIDED BY

BEN BANKS

Motor Carrier Panel Member

STEVEN CHAVEZ

Rail Panel Member