

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
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)	
UIIA Motor Carrier)	Case Number: 20110623-3-XXXX-MR-TR
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: 10/04/2011
Respondent)	

UNDISPUTED FACTS: The Motor Carrier (MC) received two maintenance and repair invoices:

The first invoice, which is not in dispute, was for the following brake repairs: Qty 2 - 16 ½"x7" 'Q' Premium Brake Shoe, Qty 2 - 16 ½"x7" 'Q' Premium Brake ShoeCHG. This invoice was paid by the MC.

The MC disputes a second invoice sent to it by EBS on behalf of the EP. Invoice, number 223874, in the amount of \$00.00, lists repairs to same unit repaired on the first invoice. The second invoice states: Line Service Code: 5 24711 Defect Position - Brake Hardware Kit-worn out right rear, 6 24801 Defect Position – Break Shoe – new worn out right rear, 7 2480L Position – Brake shoe labor right rear, Comment made on invoice: called out for a tire tech replaced the brake shoes & hardware. The ingate and outgate EIRs note no damage. The EP provided pictures for review, but they were not taken from an AGS gate facility.

ISSUE: The MC argues that the EBS invoice 223874 should be paid by the EP. The MC feels that under Exhibit B of the UIIA, the repairs invoiced are the owner's responsibilities unless damage is caused by negligence of the MC.

The EP argues that it should not bear the cost of the brake shoe repair on second invoice because if the unit was not FMCSA compliant, the driver should have identified the defect on his pre-trip inspection and not outgated the equipment.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. Although, the panel took into consideration the comments submitted by the EP & MC as it relates to responsibilities under the FMCSA rules and Exhibit B of the UIIA, the Panel determined that the dispute resolution procedures outlined in the EP Addendum control the resolution of this dispute. The EP failed to comply with the requirements under EP, Inc.'s Addendum provision 4.1. The MC submitted a dispute on invoice 223874 on 4/19/11 to the EP. The EP responded to the MC's initial dispute on 6/22/11 (64 days) four days after the required time frame of 60 days.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from EP's Addendum to make its decision:

Equipment Providers Addendum to the UIIA

* * * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA") is made and entered into by and between EP, a Tennessee corporation ("EP") and the undersigned motor carrier ("Motor Carrier") and establishes additional terms and conditions applicable to Interchange of Equipment to Motor Carrier by EP.

4. METHOD OF DISPUTE RESOLUTION

4.1 Invoice and Other Disputes. Motor Carrier shall advise EP in writing of any disputed items on a EP invoice within thirty (30) days of the receipt of such invoice. EP will undertake to reconcile such disputed items within sixty (60) days of receipt of Motor Carrier's notice and will either provide verification for the charges as invoiced or will issue a credit to Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges due under the Agreement. Upon notice to the EP Assistant Vice President, Maintenance & Repair within thirty (30) days after the initial EP determination, Motor Carrier may appeal such initial determination of any dispute. EP will respond to such appeals within sixty (60) days from receipt of Motor Carrier's invoice dispute notice. Any dispute that cannot be resolved by the parties, including any invoice dispute continuing after EP's response, may be settled by arbitration administered by the American Arbitration Association under its Commercial arbitration Rules or shall be settled by any mandatory dispute resolution process required under the UIIA. EP reserves all rights and remedies under the Agreement, applicable law or other sources to compel payment of amounts due from Motor Carrier.

DECISION: The panel unanimously finds in favor of MC.

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

GERRY BISAILLON
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
)	
UIIA Motor Carrier)	Case Number: 20111031-3-XXXI-MR-OTHTR
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: 07/17/2012
Respondent)	

UNDISPUTED FACTS: The Motor Carrier (MC) received eight invoices from the Equipment Provider (EP) that show the following:

Invoice 1 - Invoice C174072 (Bill Number) 3EH9038, dated 06/09/2011, in the amount of \$00.00, stated the following three codes: "Job Codes 3355-DOT bumper horizon., (2) 3354- DOT bumper Upright, Cond: 1- Replace w/new & (2) 8-Straighten, Defects: 02-Bent, Locations: R, RR, LR." The out-gate EIR at the CN-Chicago yard noted "Inspection: no damage reported." The in-gate EIR at the CSX Bedford Park facility noted "Damage is captured on recorded images." Images have been provided for review.

Invoice 2 – Invoice 191540 (Bill Number) 3EH9038, dated 06/24/2011, in the amount of \$00.00, stated the following two codes: "Job Codes: 1115-Bias Tire and 1509-Tube, Cond: 3-Replace and 1-replace w/new, Defect: 34-Slid Flat and 01 Associated with, Location: LOR." The out-gate EIR at the BNSF facility noted "Damage: Y; Worn out: deteriorated tire –Right Inner Rear and Worn out: deteriorated tire – left inner read." The in-gate EIR at the CSX Bedford Park facility noted "Damage is captured on recorded images." Images have been provided for review.

Invoice 3 – Invoice 191468 (Bill Number) 3EH9038, dated 06/21/2011, in the amount of \$00.00, stated the following two codes: "Job Codes: 1115-Bias Tire and 1509-Tube, Cond: 3- replace and 1-replace w/new, Defect: 14-cut, torn and 01-asscoiated with, Location ROR" on both. The out-gate EIR at the BNSF facility and the in-gate EIR at the CSX Bedford Park facility noted "Damage is captured on recorded images". Images have been provided for review.

Invoice 4 – Invoice C174028 (Bill Number) 3EH9038, dated 06/15/2011, in the amount of \$00.00, indicated two codes, but only one has been submitted for dispute. The code stated the following: "Job Code: 3350-DOT Under-ride Guard, Cond: 1-Replace w/new, Defects: 02-Bent Location: R." The out-gate EIR at the UP Global 2 and the in-gate EIR at the CSX Bedford Park facility noted "Damage is captured on recorded images". Images have been provided for review.

Invoice 5 – Invoice C175670 (Bill Number) 3EH9038, dated 06/22/2011, in the amount of \$00.00, stated the following three codes: "Job Codes 3355-DOT bumper horizon, 3354-DOT Bumper Upright [listed twice], Cond: 1-Replace w/new, 8-Straightn [listed twice], Defects: 02-Bent [listed three times]." The out-gate EIR at the BNSF and the in-gate EIR at the CSX Bedford Park facility noted "Damage is captured on recorded images". Images have been provided for review.

Invoice 6 – Invoice 193519 (Bill Number) 3EJ8847, dated 08/26/2011, in the amount of \$00.00, stated the following two codes: "Job Codes: 1115-Bias tire and 1509-Tube, Cond: 3-replace and 1-replace w/new, Defects: 34-Slid Flat and 01-Associated With, Locations: ROR [listed twice]." The out-gate EIR at

the CSX 59th St. Chicago indicated no comments. The in-gate EIR at the CSX Bedford Park facility noted "Damage is captured on recorded images". Images have been provided for review.

Invoice 7 – Invoice 193798 (Bill Number) 3EJ8847, dated 09/12/2011, in the amount of \$00.00, stated the following two codes: "Job Codes 1115-Bias tire and 1509-Tube, Cond: 3-replace and 1-replace w/new, Defects: 34-Slid Flat and 01-Associated With. Locations: LIR [listed twice]". The out-gate EIR at the CSX Bedford Park stated "TRUCKING CO CODE: SCNN." The in-gate EIR at the CSX 59th St. Chicago facility stated "TRUCKING CO CODE: CKKI."

Invoice 8 – Invoice BP9121188 (Bill Number) 3EJ8847, dated 09/12/2011, in the amount of \$00.00, stated the following: "Job Code 3355-DOT bumper horizon, Cond: 1-Replace w/new, Defects: 02-Bent." Both in-gate and out-gate facilities were equipped with AGS. Images have been provided for review.

ISSUE:

Invoices 1, 2, 3, 4, 5, 8 – The MC disputes the fact that the out-gate images/EIR's display the same damage caught on the in-gate images/EIR's. The MC is basing their dispute on Section D.3.d.1, Exhibit C of the UIIA and the EP's addendum to the UIIA Section VI.C.

The EP argues the fact that the units out-gated with no damage noted, but ingated with damage as shown on the AGS gate images. The EP declines the MC's dispute per Sections D.2.a, D.3.a(1), D.3.d.1, Exhibits A & C of the UIIA, EP's Addendum Section VI.C. and AAR Intermodal Interchange Rules Appendix B15.

Invoice 6 – The MC disputes the fact that the in-gate AGS image from the CSX Bedford Park facility does not clearly show the slid flat damage. The MC stated that if in fact there is tread variance in the area of question it should be noted as a flat spot. In addition, the MC states the tires are the only components on the chassis that the images are captured in rotational motion and the tire position on the out-gate images may not coincide with the in-gate images. The MC is basing their dispute on Section D.3.d.1 and Exhibits B and C of the UIIA.

The EP argues that the unit out-gated at the CSX Chicago yard with no damage noted on the EIR for the left outside rear tire. The EP declines the MC's dispute per Section VI.C of the CSX Addendum and Section D.3. of the UIIA.

Invoice 7 – The MC disputes the fact that they did not out-gate this unit and stated that another MC company did. MC is basing their dispute on Section F.3 of the UIIA.

The EP argues that the unit was in-gated by their company as shown on the in-gate EIR. The EP states that the MC's are required to update driver information with IANA's Intermodal Driver Database (IDD) per Section V.B. of the EP's addendum to the UIIA.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties and finds as follows:

Invoices 2 – 5 – Provision H.1 of the UIIA establishes timeframes for the parties to dispute and respond to an invoice, "**Invoiced Party** shall advise **Invoicing Party** in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s). **Invoicing Party** will respond in writing to such disputed items within 30 days of receipt of **Invoiced Party's** notice."

MC Invoice Receipt	MC Dispute Date	EP Respond to Dispute	Exceeded Time Limit
08/30/11	09/26/11	10/28/11	32 days

The MC submitted its dispute in writing within the 30 days of the receipt of the invoices. The EP failed to comply with the respond timeframe prescribed in provision H.1 of the UIIA, when it responded to the dispute 32 days after the EP receipt of the dispute notice. Therefore, the panel find in favor of the MC.

Invoice 6 – The panel finds that it is not possible to accurately assess tire tread depth on provided AGS images. Therefore, the panel finds that the MC did not violate its obligations under UIIA Section D.3.d. and is not liable for the damage listed in Invoice 193519.

Invoice 7 – The panel finds In favor of EP. Under provision D.3.a.1 of the UIIA and EP's Addendum VI.C the MC is responsible to conduct a pre-trip inspection prior to leaving the terminal. At which time the MC has the opportunity to report any damage and the chance to have them repaired. In addition, MC is responsible under Section V.B. of the EP's Addendum to "...maintain current and accurate driver information on all drivers performing work for said Motor Carrier.... Motor Carriers will be liable for losses and damages that the EP may incur due to Motor Carrier's failure to maintain accurate driver information in the IDD."

Invoice 1 and 8 – The first two panel members were unable to agree upon what the evidence showed. Therefore, the third panel member was brought in under Exhibit D to the UIIA to deliberate in regards to the following invoices:

Invoice 1 – The third panel member reviewed the images and finds that both in-gate and out-gate images show consistent damage. Under E.3.a of the UIIA, the motor carrier is only responsible for damages done to the equipment during the motor carrier's possession. In addition, the third panel member's decision is supported by precedent that has been established in Case 20110712-6-CNPR-MR-OTH. Therefore, the third panel member finds that the MC is not responsible for damages listed in Invoice 1.

Invoice 8 – The third panel member reviewed the evidence and found that even though the in-gate and out-gate AGS images show consistent damage the MC failed to comply with provision D.2.a. of the UIIA. The terminology on the out-gate interchange documentation was questioned in this case. Although the out-gate facility was an AGS location, the MC was directed to the "Driver Assisted Gate (DAG)" at the BNSF facility. In this case, the driver was not able to check the unit out automatically through the kiosk. The out-gate transaction was manually processed at the Driver Assisted Gate window. At the Driver Assisted Gate window, the MC had the opportunity to have the damage notated, however elected not to do so. Due to the MC's failure to report the damage at out-gate, the MC is found responsible for damage listed in Invoice 8.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 14, 2011) to make its decision:

D. Equipment Interchange.... 2.a. 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 5/12/10]

D. Equipment Interchange....3 Equipment Condition

- d.** Motor Carrier will return the Equipment to the 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]**

1) 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 AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

H. Default Dispute Resolution and Binding Arbitration Processes

1. In absence of a dispute resolution process contained in the Provider's Addendum **that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to per diem or maintenance and repair invoices**, the following **default** dispute resolution process will apply:

Invoiced Party shall advise **Invoicing Party** in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s). **Invoicing Party** will respond in writing to such disputed items within 30 days of receipt of **Invoiced Party's** notice. **The Invoiced Party will have 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration.** Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 04/14/11]**

QUICK REFERENCE TO COMPLETING THE EP's ADDENDUM under the UIIA

V. General Provision

B. Intermodal Driver Database

Motor Carriers engaged to access CSXIT facilities to interchange equipment must have a current, executed Uniform Intermodal Interchange and Facilities Access Agreement (UIIA), an executed CSXIT Addendum and must have their drivers registered in IANA's Intermodal Driver Database. **Motor Carrier must enter and maintain current and accurate driver information on all drivers performing work for said Motor Carrier in the IDD** in one of the prescribed formats issued by IANA. Motor Carrier is responsible for the initial registration and daily information updates on drivers in its service. **Motor Carriers will be liable for losses and damages that CSXIT may incur due to Motor Carrier's failure to maintain accurate driver information in the IDD.**

VI. GENERAL PURPOSE EQUIPMENT

C. Equipment Inspection

Motor Carrier shall inspect General Purpose Equipment prior to leaving the Terminal in accordance with Section D(3) of the UIIA. Damage to General Purpose Equipment must be noted on the Equipment Interchange Receipt prior to Motor Carrier leaving the Terminal. Motor Carrier will not be held responsible for damages noted on the Equipment Interchange Receipt. If such damage prevents the Motor Carrier from taking the General Purpose Equipment out of the Terminal, the Motor Carrier will notify the CSXIT Terminal manager and/or CSXIT authorized representative that a repair is required. Upon completion of repairs the Motor Carrier will be notified of General Purpose Equipment availability.

DECISION:

Invoices 2 – 6 – The panel unanimously finds in favor of the MC.

Invoice 7 – The panel unanimously finds in favor of the EP.

Invoice 1 – The majority of the panel finds in favor of the MC.

Invoice 8 – The majority of the panel finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

GERRY BISAILLON
Rail Carrier Member

NEIL DESMOND
Ocean Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
)	
)	
UIIA Motor Carrier)	Case Number: 20120606-1-XXXI-MR-OTH
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: 01/25/2013
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) three Maintenance & Repair invoices:

Invoice 1 – Invoice number 265083, dated 04/20/2012, in the amount of \$00.00 states the following: “Job code: 1115-Bias Tire, Cond.: 3-Replace, Defect 13-Run Flat, Loc: LIR. Other Job codes listed: 5688 Dispatch Fee, 5686-Service Call, 1290-Tire Disposal Fee.”

Invoice 2 – Invoice number 266856, dated 05/03/2012, in the amount of \$00.00 states the following: “Job code: 1115-Bias Tire, Cond.: 1-Replace w/new, Defect: 13-Run Flat, Loc: RO. Other Job codes listed: 5688 Dispatch Fee, 5686-Service Call, 1290-Tire Disposal Fee.”

Invoice 3 – Invoice number 156033, dated 04/26/2012, in the amount of \$00.00 states the following: “Job code: 1115-Bias Tire, Cond.: 3-Replace, Defect: 13-Run Flat, Loc: LIR. Other Job codes: 5686-Service Call & 5688 Dispatch Fee.”

ISSUE: The MC argues that, for all three invoices, they were not the handling carrier at the time the damage occurred to the unit. The MC states that the proof of delivery (POD) that was provided shows the unit was delivered with no damage and therefore, they feel they were released from the unit. The MC is basing their dispute on Exhibit C of the UIIA and the AAR Rules Section F. 82. Damage-Evidential

The EP responded to the MC’s dispute stating that the damage assessment still goes to the out-gating carrier. The EP declines the MC’s dispute per the EP’s addendum to the UIIA, Rule 7.B.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel found in favor of the EP. The MC failed to comply with provision D.3.d.1) and Exhibit C of the UIIA. Section D.3.d states “Motor Carrier will return the Equipment to the Provider in the same condition, reasonable wear and tear excepted” and section D.3.d.1) establishes the “responsibility for the repairs and/or replacement of equipment items during the Interchange Period are listed in Exhibit B and C.” Exhibit C of the UIIA identifies “Run Flat damage to tire and/or tube” as the responsibility of the MC during the interchanged Period. Furthermore, the EP’s addendum states “Equipment damage brought to EP’s later attention, including, but not limited to, at any subsequent in-gate inspection performed by EP or another railroad will be presumed to have been caused by Motor Carrier to whom the equipment was last interchanged and the Motor Carrier will be liable for all such damage. The proof of delivery (POD) document provided by the MC would not be considered an “Equipment Interchange Receipt” as defined under Section B.13. Consequently, there is no official Equipment Interchange Receipt documentation supporting that the MC in-gated the equipment in a clean condition.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 17, 2012) to make its decision:

B. Definition of Terms, Item. B.13.

Equipment Interchange Receipt (EIR): A document confirming the interchange of Equipment between Parties to this Agreement, or their agents. 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.

D. Equipment Interchange. . .3. Equipment Condition

d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

- 1) The responsibility for the repair and/or replacement of equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**

Exhibit C to UIIA (Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Run Flat damage to tire and/or tube

QUICK REFERENCE TO COMPLETING THE UNION PACIFIC RAILROAD ADDENDUM

7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.

B. At time of out-gate, EP's gatehouse operator will again perform the same procedures as described in Paragraph A above, except that the gatehouse operator may elect not to perform an inspection of the Equipment. Therefore, if the gatehouse operator does not perform an inspection, it will be the responsibility of the Motor Carrier's driver, before departing EP's facility, to request an inspection if he or she believes EP has caused any damage to the Equipment. If an inspection is performed, it will involve the same procedures as described in Paragraph A above. In the event a Motor Carrier driver requests an inspection, the gatehouse operator will make appropriate notations of damage on either a J-1 report or the printed receipt from an electronic device, which he will sign and date. If no such request is made by the Motor Carrier's driver before departing the facility and no subsequent inspection is performed and the results included in either a J-1 report or on a printed receipt from an electronic device that is given to the Motor Carrier's driver before he or she departs EP's facility, any Equipment damage brought to EP's later attention, including, but not limited to, at any subsequent in-gate inspection performed by EP or another railroad will be presumed to have been caused by Motor Carrier to whom the equipment was last interchanged and the Motor Carrier will be liable for all such damage.

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

ROBERT CURRY
Motor Carrier Member

JAMES FITZGERALD
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
)	
UIIA Motor Carrier)	Case Number: 20120917-2-XXXL-MR-OTH
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: 01/23/2013
Respondent)	

UNDISPUTED FACTS: The Equipment Provider sent the Motor Carrier (MC) a Maintenance & Repair (M&R) invoice 251027, dated 08/31/2012, for \$00.00, stating the following: "Steel Top Rail Repair."

The out-gate EIR from the Maher Terminals noted the following under Inspection: "Right Bottom Rail Bent Usable, Right Side Panel Dent Usable, Left Bottom Rail Bent Usable, Left Side Panel Dent Usable, Rear Top Header Bent Usable, Roof Bent Usable." The in-gate EIR from the Columbia Container yard, provided by the MC, indicated the following: "MINOR Repair 10-Left Top/Rail-assembly/broken/split." The in-gate EIR that the EP provided listed the damage under line 10 as: "Left Top/Rail-Assembly/Broken/Cut, with a handwritten note of L/S Top Rail \$00.00."

ISSUE: The MC argues the fact that the repairs that they are being billed for are for "minor" damages. The MC feels that these types of damages are not billable to the trucker. MC is basing their dispute on Exhibit B of the UIIA.

The EP declined the MC's dispute arguing that the EIR showing that the container was released in good condition, but was returned with damage. The EP states "The EIR proves that the Container was released with no left side top rail damage noted, but marked with left side top rail broken/cut when it was returned four days later." The EP declined the MC's dispute per Section I. item 2 of the EP addendum to the UIIA.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. The panel finds that the damage noted on the in-gate was not the same condition noted on the out-gate. Under Section D.3.d of the UIIA the MC has the responsibility to "return the Equipment to the Provider in the same condition, reasonable Wear and Tear expected." Therefore, the MC is responsible for Invoice 251027.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 10, 2012) to make its decision:

D. Equipment Interchange. . .3. Equipment Condition

- d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

EP's Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

I. MAINTENANCE AND REPAIR

2. In the event Interchanged Equipment is damaged after being received by Motor Carrier, the Motor Carrier shall, to the satisfaction of the Provider, repair and restore the same, at its own cost and expense, to the same condition as when delivered, ordinary Wear and Tear excepted. For the purposes of this subparagraph, damage shall include but is not limited to repairs or maintenance necessitated by improper use or abuse of the Equipment. In the event Motor Carrier does not repair said Equipment, Provider will cause the repair to be performed and Motor Carrier shall promptly pay Provider for the repairs upon receipt of Provider's invoice.

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

NEIL DESMOND
Ocean Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)
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)
UIIA Motor Carrier) Case Number: **20130906-1-XXXG-MR-OTH**
Appellant, and)
)
UIIA Equipment Provider) Date of Decision: 12/30/2013
Respondent)

UNDISPUTED FACTS: The Equipment Provider sent the Motor Carrier (MC) a Maintenance & Repair Invoice 3GF5406, dated 06/25/2013, in the amount of \$00.00 showing the following repairs:

Repair Job	Condition	Why Made	Repair Location	Responsibility	Parts (Qty)
3355-DOT/MotBumperHorizonTAL-4 Inch Tubular	8-Straighten	02-Bent	R-Rear	D	1
3354-DOT/MotBumperUpright-4 Inch Channel	8-Straighten	02-Bent	LR-Left Rear	D	1
3354-DOT/MotBumperUpright-4 Inch Channel	8-Straighten	02-Bent	RR-Right Rear	D	1

The out-gate EIR shows that the unit was picked up at the CSX rail facility on 04/30/2013 at 06:04, with no damage noted. The in-gate EIR dated 04/30/2013 at 08:54 indicated the following: "Job: 3350-DOT/DOTUnder-Rideguard, Location: R-Rear, Why Made: 02-Bent."

ISSUE: The MC disputes the invoice for two reasons: 1) the driver that out-gated the unit on 04/30/2013 did not work for their company at the time of interchange; and 2) the EP stated that they sent the invoice to the MC on 06/26/13, but the MC states they did not receive the invoice until 08/13/2013. The MC is basing their dispute on Section E.3.a(1) and G.14.b of the UIIA.

The EP declines the MC's dispute stating that the notification of billing was provided via e-mail to the MC on 06/26/13. The EP provided screen prints of the two e-mail addresses that the notices went out too. The EP stated that the MC also has access to their online account at www.ShipCSX.com to view their open invoices. The EP also declines the MC's dispute stating that the driver that picked up the unit did in fact show in the IANA's Intermodal Driver Database as an active driver for this company.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. The MC out-gated the equipment with no damage noted, under section E.3.a.1 the MC is responsible to pay the EP for damages done to the equipment during the MC's possession. In this case, when the equipment was in-gated there was some damage noted. EP states they issued invoice to MC on 6/26/13, but MC indicates they did not receive invoice until 8/13/13. It was confirmed that at the time the invoice was issued the e-mail shown in the UIIA Subscriber record for this MC was ----@----.com. Consequently, the EP complied with Section G.14.b. by sending the invoice to the e-mail on file in the UIIA Subscriber. Consequently, the MC failed to dispute the invoice in the appropriate time-

frame as prescribed under section H.1 of the EP's Addendum which specifies the terms and conditions in relation to dispute resolution.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (November 12, 2012) to make its decision:

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]**

1) 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 AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

G. Notices

b. Notices required under this Agreement from Motor Carrier to Provider, or from Provider to Motor Carrier, shall be in writing and sent via e-mail, by confirmed facsimile or by first class mail, postage paid, and properly addressed to IANA. Alternatively, such written Notice can be personally served, sent by registered or certified mail, postage prepaid, or by a national overnight courier or delivery service, properly addressed to the individual shown in the UIIA subscriber record. Either Party, at any time, may change its address by written Notice to IANA via e-mail, fax or mail. The earlier of (1) the date of receipt or (2) three days after the date such written Notice is given in accordance with this Paragraph shall constitute the initial date of Notice in computing the elapsed time as specified in any Notice requirement in this Agreement. **[Revised 05/12/10]**

CSX INTERMODAL TERMINALS, INC ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

H. Method of Invoice Dispute Resolution

1. Charge Billing CSXIT will provide invoices to Motor Carrier for repair and replacement charges. Payment in full of an invoice shall be made by Motor Carrier within thirty (30) days from the date of the invoice. In the event Motor Carrier contests any portion of an invoice, Motor Carrier shall provide a written explanation and submit substantiating documentation for such contest to CSXIT within the thirty (30) day time period. Motor Carrier promises to pay such contested charges within thirty (30) days of resolution of the contest, through Agreement, arbitration, or otherwise. Electronic or handwritten J-1's shall be considered sufficient supporting documentation for the purposes of this paragraph. Payment for all portions of the invoice not being contested

shall be made by Motor Carrier within the initial thirty (30) day time period. If CSXIT does not receive payment from Motor Carrier as set forth herein, Motor Carrier agrees to reimburse CSXIT any and all costs it may incur in the collection from Motor Carrier of such amounts, including, but not limited to, reasonable attorneys' fees and collection agency fees.

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

Kevin Lhotak
Motor Carrier Member

Gerry Bisailon
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)	
)	
)	
UIIA Motor Carrier)	Case Number: 20140312-4-XXXP-MR-OTH
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: 06/09/2014
Respondent)	

UNDISPUTED FACTS: The Motor Carrier (MC) invoiced the Equipment Provider (EP) for reimbursement of a floor repair that was made to container MCSU719320-6 while the unit was in the MC's possession.

Invoice number 10814807, dated 02/25/2014, in the amount of \$00.00 shows the following charges: "Detention-Consignee/or driver detention and overnight incurred because of floor failure: \$00.00, **Floor repaired floor OTR out of route: \$00.00**, Out of route drayage to repair shop to get floor repaired stop off: \$00.00, Stop off to repair shop to get floor repaired: 00.00. Total of invoice: \$00.00."

Please note, the repair charges are the only charges acceptable under the arbitration process.

The out-gate EIR, dated 01/24/2014 from PNCT shows that the unit was picked up empty with no damage noted. The in-gate EIR shows that the loaded sealed container was in-gated at PNCT on 01/29/2014.

Additional documents that were provide by the MC:

Dock receipt was provided showing that the unit was taken to Port Forwarding, Inc. to be loaded. Invoice from Weis Truck & Trailer Repair LLC, dated 01/28/2014 indicated the following floor repair: Replaced 3 sections of flooring, deck screws, trailer flooring, and labor with a total of \$00.00. 2nd Dock Receipt showing that the unit was returned to Port Forwarding, Inc. to be loaded.

Pictures were provided by the MC, but PNCT is not an AGS gate facility.

ISSUE: The MC argues the fact that the repairs to the floor are a result of normal wear and tear and not damage caused by the MC. The MC stated that they delivered the empty container to the location designated, but their customer refused to load the container due to the floor being too weak to handle the forklift. The MC bases their dispute on Exhibits A&B and Section D.3.d(3) of the UIIA.

There were no comments received from the EP during the 15 day comment period. However, the documents show corresponding e-mails between the MC & the EP regarding this invoice.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the MC. Section 6.A. and 6.B of the EP's Addendum establishes a mechanism for reimbursing the MC for repairs made during the interchange period. Section B of the EP's Addendum states "all defective components which are deemed "owners responsibility" and for which Motor Carrier would seek reimbursement, have to be returned to a MSC designated vendor for inspection by a qualified inspector who will determine the cause of the failure." In this case, the MC notified the EP of the damage

and that a repair was being made to their equipment. The MC also asked the EP about how they could recover the cost of the repairs. During this time the EP had the opportunity to instruct the MC to take the damaged components to one of their vendors for inspection as outlined in Section B of the EP's Addendum. There was no such instruction from the EP, on the contrary, the EP contacted the MC after 24 hours with the determination that the repair resulted from damage caused by the forklift without a proper inspection. The EP failed to follow the procedure listed in Section 6.B of its addendum to instruct the MC to take the damaged components to one of its vendors for inspection. The EP had the right to have the damaged components returned to their designated vendor for inspection in order to determine the cause of the damage as to whether it was caused by the forklift or wear and tear, but the EP elected not to exercise that right. Based on the EP's failure to implement their own damaged component procedure outlined in Section 6.B. of its addendum, the panel finds that the MC is entitled to be reimbursed in the amount of \$563.12, which covers only the cost of the repair. The other charges included on the invoice are not applicable under the binding arbitration process.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the EP's Addendum to make its decision:

EQUIPMENT PROVIDERS ADDENDUM TO THE UIIA

* * * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

6. Damage to Equipment

A. Maintenance and Repair Invoices

In order to be processed, an invoice for reimbursement must be accompanied by all supporting information/documentation:

1. Chassis and Container #
2. Location of incident
3. Wheel position (tires)
4. Damage description
5. TIR's
6. DOT numbers for both damaged and replacement tires
7. Copy of itemized road service invoice to Motor Carrier to
Include breakdown of all labor and materials with tax if any.
8. Tire receipt (tires)

B. Damaged Components

All defective components which are deemed "owners responsibility" and for which Motor Carrier would seek reimbursement, have to be returned to a EP designated vendor for inspection by a qualified inspector who will determine the cause of the failure.

DECISION: The panel unanimously finds in favor of the MC.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

ROBERT CANNIZZARO
Ocean Carrier 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: **20160901-11-XXXH-MR-OTH**

Date of Decision: 04/07/2017

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Chassis ID #	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	281900901	UPHZ145591	7/18/16	Montebello/Los Angeles	3/29/16	3/29/16	7/18/16	7/20/16	8/18/16	9/1
2	Invoice 2 was resolved prior to going to the panel									
3	281844632		7/14/16	Los Angeles/Los Angeles	5/26/16	6/3/16	7/14/16	7/19/16	8/18/16	9/1

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier stated that the general basis of their dispute is related to the recent increase in M&R invoices for tire repairs. The Motor Carrier believes that the addition of the AGS system, is why they are now experiencing an influx of repair bills for containers at the UP LA facility. The Motor Carrier stated that there typically aren't any bills originating from any of the other ramps when a chassis is terminated and also believes that this practice is not proving fair to the Motor Carriers involved. The Motor Carrier stated that not only are they being billed for tires that they have repaired or replaced, but also for the most minor of damages that more than likely weren't caused while in their possession. As for Invoice 1, the Motor Carrier disputes the invoice stating that in their experience if a tire was slid flat, that more than one tire on the same axle would exhibit the results of locking the brakes. For Invoice 3, the Motor Carrier disputes the invoice stating that the inspection details do not match the repair details submitted, i.e., the pictures do not match the description of repair. The Motor Carrier also stated that this unit was pulled out of the UP facility by another Motor Carrier, which took the unit to the Hub Group, and then a week later MC picked up the unit. The Motor Carrier feels that because it did not outgate the unit, the Motor Carrier has no way to determine the damages that may or may not have been written up at the time of outgate.

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

The Equipment Provider responded to the claim as follows:

Invoice 1 - A review of the transaction and tires for this unit indicate there were no damage notations listed on the outgate at UP Montebello. At ingate, the images show a slid flat tire on the left, inside, rear tire. In accordance with the UIIA UP Addendum item 7.A, "At an AGS gate, any damage to Equipment discovered by UPRR's gatehouse operator or brought to UPRR's later attention, including but not limited to any subsequent inspection by UPRR or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to UPRR 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 UPRR's gatehouse operator or brought to UPRR's later attention. The damage brought to UPRR's later attention must be captured on an AGS image." Furthermore, at the time of outgate, if the gate operator has not performed an inspection, it is the responsibility of the Motor Carrier to perform the inspection before departing the UPRR facilities. As such, since there is no damage notation on the outgate interchange, Equipment Provider deems the invoice valid.

Invoice 3 - A review of the transaction and tires for this unit show clearly in the image that the tire is off of the rim. The condition resulted from a tire puncture from a nail as evidenced in the repair photos. With the repair photos, it is possible to find the same location on the tire when it comes through the Tire Inspection Portal and it showed the same condition existed at the time of ingate. Damage to tires is the responsibility of the ingating Motor Carrier per the UIIA and UP's addendum to the UIIA.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence, the Rail Carrier panel member finds in favor of the Equipment Provider for both Invoice #1 (\$00.00) and Invoice #3 (\$00.00). The Rail Carrier panel member noted the following:

- Invoice #1 - The LIR slid flat tire is clearly visible on the ingate image. Per the EP addendum, the ingating Motor Carrier is responsible for the damage (EP Addendum Section 7.A).
- Invoice #2 – This invoice was resolved between the Equipment Provider and the Motor Carrier, with the Equipment Provider removing the invoice from consideration under this arbitration claim in the amount of \$00.00
- Invoice #3 – The ROR is clearly identifiable as being operated while underinflated (tire is coming off the rim in the in gate image). Per EP's addendum, the ingating Motor Carrier is responsible for the damage (EP Addendum Section 7.A)

The Motor Carrier panel member finds as follows:

- Invoice #1 - The Motor Carrier panel member commented that the slid flat is not clearly visible with the pictures provided and ask for clearer photos as well as an explanation of why, if this is marked as a slid flat, there is only one tire in question that is considered slid flat. After review of the additional documentation, the Motor Carrier panel member finds in favor of the Motor Carrier stating the slid flat is based upon one tire and as this panel member has found in past arbitration cases, slid flats cannot occur on a single tire.
- Invoice #3 - The Motor Carrier panel member finds in favor of the Equipment Provider stating a nail in a tire causing the tire to come off the rim upon ingate is the responsibility of the Motor Carrier.

The Motor Carrier panel member also noted that no judgment was needed on Invoice #2 since the matter was settled between the parties.

Because the modal members could not reach a consensus as to Invoice #1, the third panel member was brought in to render the final decision pursuant to Exhibit D 3. Of the UIIA.

The Ocean Carrier panel member also finds in favor of the Equipment Provider as to Invoice #1 based upon the visual evidence and in accordance with the UP Addendum Section 7.A. The Ocean Carrier panel member noted that the ingate images showed a slid flat tire on the LIR.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 13, 2016) to make its decision:

UNION PACIFIC RAILROAD COMPANY Addendum to the UIIA – Section 7.A – Equipment Interchange Receipts: Gate Inspections.

- A. At time of in-gate, UPRR's gatehouse operator will document the time of Interchange and other information on UPRR's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by UPRR's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to UPRR 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 UPRR's gate house operator.

At an AGS gate, any damage to Equipment discovered by UPRR's gatehouse operator or brought to UPRR's later attention, including but not limited to any subsequent inspection by UPRR or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to UPRR 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 UPRR's gatehouse operator or brought to UPRR's later attention. The damage brought to UPRR's later attention must be captured on an AGS image.

D. Equipment Interchange

- 3. Equipment Condition
 - a. Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**
 - 1) 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. **[Revised 01/17/05]**

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]**
 - 1) 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 AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

Exhibit C to the UIIA - (Added to UIIA on 07/25/07, Last Revised 10/01/14)

Motor Carrier Responsibility During the Interchange Period

Tires

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread.

DECISION: Invoice #1- the majority of the panel finds in favor of the Equipment Provider for the full amount of the invoice (\$00.00).

Invoice #3 - The panel unanimously finds in favor of the Equipment Provider for the full amount of the invoice (\$00.00).

CASE REVIEWED AND DECIDED BY:

JIM MICHALSKI
Ocean Carrier Member

CHAD PETERSON
Rail Carrier Member

KEVIN LHOTAK
Motor Carrier Member

In the Dispute Between

UIIA MC,
Appellant, and

UIIA EP,
Respondent

Case Number: **20161014-12-XXXH-MR-TR**

Date of Decision: 1/4/17

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	282704892	UPHZ130806	09/02/16	UP Los Angeles	5/11/16	5/12/16	09/02/16	09/08/16	10/07/16	10/14/16

The Motor Carrier's basis of dispute is Section E.4 of the UIIA. The Motor Carrier stated that it is not disputing the invoice based upon the pictures that were provided by the AGS system, i.e., it is not disputing that the tires are different between ingate and outgate. The Motor Carrier is, however, disputing being billed for "stolen tires" since upon ingate, there were good tires in proper working condition that were replaced by TRAC Interstar, a Equipment Provider vendor.

The Equipment Provider responded to the claim stating the following:

- The Motor Carrier did not consult the Equipment Provider for direction regarding Emergency Roadside Repairs. The Motor Carrier decided to take on repairs on their own. While this is admirable, any repairs performed on a EP's chassis that do not meet our generally accepted repair standard will be corrected and rebilled to the Motor Carrier.
- In the case of tires, the Equipment Provider has a specific tire standard that we equip our chassis with. The standard selected has undergone rigorous independent testing, and is the best suited tire for our chassis. For a radial chassis, we specifically require a Bridgestone 11R22.5. The chassis was returned with sub-standard tires. Equipment Provider corrected the condition and rebilled the Motor Carrier consistent with language in Exhibit 2, Paragraph 2.A. of the Equipment Provider addendum.

- Supporting documentation provided by the Motor Carrier with TRAC Interstar invoice on chassis TSFZ 553378 is completely irrelevant to this case. TRAC Interstar is TRAC's vendor equipping their chassis with their specified tire. Had the Motor Carrier equipped the Equipment Provider Chassis with a Equipment Provider standard tire, (like TRAC Interstar did with TRAC's chassis), then I don't believe we'd have a DRP case.
- Equipment Provider strives to provide quality intermodal assets to its customers and Motor Carriers. When sub-standard repairs are completed, that only serves to deteriorate the integrity of the fleet, and must be corrected. There are specific processes, policies and agreements in place to protect this, and when a Motor Carrier chooses to ignore its contractual obligations under the UIIA and the Equipment Provider's Addendum, it should be accountable for the costs to return the equipment to proper specifications.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Motor Carrier. The Motor Carrier panel member stated he does not believe that the Motor Carrier should be charged for tires they replaced based upon the following:

- The Motor Carrier did not ask the Equipment Provider to pay for the repair, so technically based on how the opening sentence in Exhibit 2 of the Equipment Provider's addendum currently reads the Motor Carrier is only required to call the Equipment Provider's Emergency Road Service Number for repairs if they want the Equipment Provider to reimburse them for the repair.
- There is no specific information or guidelines in Exhibit 2 of the Equipment Provider's Addendum about what type of tires must be used for repairs. The Addendum does not specify the Motor Carrier must only use a Bridgestone 11R22.5 for tire repairs.
- The Equipment Provider's language in Exhibit 2, Section 2.A of Addendum regarding repairs performed by the Motor Carrier that the Equipment Provider deems improper is extremely vague. An improper repair could be anything the Equipment Provider decides it is. This is not reasonable.
- Repairs made to industry standards should be sufficient unless the Equipment Provider identifies or lists specific requirements for repairs that may exceed industry standards within its UIIA Addendum. That did not occur in this case.
- The pictures of the replacement tires taken during the ingate transaction appear to show the tires were in good condition and had more than sufficient tread to meet DOT requirements.

The Rail Carrier panel member also found in favor of the Motor Carrier for the same reasons listed above. The Rail Carrier panel member stated that this boils down to what is an "improper" repair. The Rail Carrier panel member notes that nothing in the Equipment Provider's Addendum states that replacing a tire with anything other than a Bridgestone 11R22.5 would be considered improper and that should another type of tire be utilized for the replacement all costs associated with replacing tires would be billed back to the Motor Carrier.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 13, 2016) to make its decision:

EQUIPMENT PROVIDERS ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

EXHIBIT 2 TO EQUIPMENT PROVIDER'S ADDENDUM TO THE UIIA

Procedures for Repairs Performed on the Equipment Provider's Equipment and Invoicing Instructions

In order for the Equipment Provider to be responsible for and to bear the cost of the Equipment Provider's Equipment, the Motor Carrier (MC) must follow the instructions and procedures defined below.

1. Process for Emergency Roadside Repairs
 - A. The Motor Carrier must call the Equipment Provider's Emergency Road Service Number (as referenced below) for all maintenance and repair related items. Equipment Provider's Emergency Road Service Repair Company may require Motor Carrier to return empty equipment to the intermodal ramp for repair. Motor Carrier in possession of the equipment will be responsible for all incurred "Dry Run" charges, and will be rebilled for repairs categorized as "Damage" per the UIIA.
2. Process for Motor Carrier to Bill Back Authorized Repairs
 - A. Ordinary maintenance is absorbed by Motor Carrier when cost thereof is \$50.00 or less. Ordinary maintenance is billed to and borne entirely by the Equipment Provider when the cost thereof exceeds \$50.00. All invoicing must be received within (90) days from the date the repairs were completed including items listed under sub-section 1 below. Repairs performed by the Motor Carrier that are deemed improper and that do not meet generally accepted repair standards shall be corrected to these standards and rebilled to the Motor Carrier including a \$50 administration fee.
 1. For all Repairs (mechanical and tire) in addition to the information above, the following must be provided. Failure to include all required elements with submission will result in the invoice being rejected.
 - a. Digital photographs of the owner item defect in pre and post-repair condition. Photographs must include date and time stamp, and must clearly show the owner item defect and the subsequent repair.
 - b. Digital photographs of the container and chassis unit numbers.
 - c. The original invoice.
 - d. Origin Terminal for equipment and date interchange occurred.

E. Equipment Use

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]**

DECISION: The panel unanimously finds in favor of the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

TIM WILLIAMS
Rail Carrier Member

In the Dispute Between

UIIA MC,
Appellant, and

UIIA EP,
Respondent

Case Number: **20161125-15-XXXH-MR-OTH**

Date of Decision: 02/03/2017

Invoice	Invoice #	Equipment ID	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	283372544	UPHZ150767	10/11/16	City of Industry/ELA	8/22/16	8/25/16	10/11/16	10/14/16	11/11/16	11/25/16

The Motor Carrier's basis of dispute is Sections D.3.a, E.3.a. (1) and Exhibit C of the UIIA. The Motor Carrier stated that the images provided by the Equipment Provider do not show a cut on the tire. The Motor Carrier argues that the Equipment Provider did not provide sufficient factual documentation to substantiate that the damage charges billed are the Motor Carrier's responsibility.

The Equipment Provider responded to the claim stating that the outgate J1 from City of Industry was clean, that the ingate J1 at ELA showed cut/torn damage to the LOF tire. The Equipment Provider further indicated that repair of tires is the responsibility of the Motor Carrier during the interchange period per Exhibit C of the UIIA. Given the evidence presented, the Equipment Provider believes the invoice is valid as billed.

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 panel member commented that while there was no outgate interchange documentation presented in the case, the Motor Carrier does not argue that they made any type of damage notation on the EIR at the time the equipment was outgated. In addition, although the ingate AGS image is not particularly clear, there is a visible line in the same location as the damage shown in the image of the tire taken after the equipment was interchanged at the UP ELA terminal. The Motor Carrier panel member noted that paragraph 3 of Section 7.A. of the Equipment Provider's Addendum to the UIIA states that any damage discovered after the equipment is interchanged will be considered the responsibility of the Motor Carrier provided the damage

was captured on an AGS image at the time of interchange. The Motor Carrier panel member believes the AGS images and post interchange image supplied by the Equipment Provider meets the requirement of UIIA Section E.3.a. (1) of the UIIA and Section 7.A of the Equipment Provider's Addendum.

The Rail Carrier panel member also found in favor of the Equipment Provider noting that there was a clean outgate J1 and visible damage (cut) to the tire on the ingate image. The Rail Carrier panel member stated it is the responsibility of the Motor Carrier to do a pre-trip inspection, notate any damage discovered at the time of interchange on the equipment interchange documentation, and if applicable, get the chassis repaired or flipped to another chassis before outgate.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (September 19, 2016) to make its decision:

EP's Addendum to the UIIA – Section 7.A – Equipment Interchange Receipts: Gate Inspections.

- A. At time of in-gate, EP's gatehouse operator will document the time of Interchange and other information on EP's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by EP's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to 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 gate house operator.

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 EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to 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.

D. Equipment Interchange

3. Equipment Condition

- a. Warranty: WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.

- 1) 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. **[Revised 01/17/05]**

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]**

- 1) 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 AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

Exhibit C to the UIIA - (Added to UIIA on 07/25/07, Last Revised 09/19/16)

Motor Carrier Responsibility During the Interchange Period

Tires

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

TIM WILLIAMS
Rail Carrier Member

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Rail Carrier panel member noted the invoice was issued in accordance with the UIIA and the Equipment Provider's Addendum. The Motor Carrier panel member stated that the ingate AGS photo documents a slid flat condition per Exhibit C of the UIIA.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

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

5. INTERCHANGE OF EQUIPMENT AND CONDITION UPON RETURN

- 5.1 EIR Reports and Inspection. In connection with the pre-trip inspection that Motor Carrier must conduct under the UIIA, Motor Carrier must ensure that the EIR is completed at the time any of the Providers Equipment leaves a facility (i.e. upon Interchange to Motor Carrier). Similarly, Motor Carrier must ensure that an EIR and the driver vehicle inspection report required under federal regulation is completed at the time any of the Provider's Equipment is returned to a facility (i.e., upon Interchange back to Provider). Motor Carrier will report to the Provider any Equipment that does not pass the pre-trip inspection that Motor Carrier must conduct under the UIIA. Bad order Equipment may be reported to a maintenance and repair ("M&R") representative at his or her number listed in Schedule 1 or to the Provider's Customer Support at 1-800-876-7281. Motor Carrier will contact an M&R representative at one of the numbers listed on Schedule 1 if the terminal or container yard personnel are refusing to note accurately or completely the condition of the Equipment on the EIR. If Motor Carrier's driver has a request for a repair of an item that is denied at the terminal or yard, the Provider's M&R provider at such terminal or yard will provide signed documentation of the request, its denial and the reason for the denial, and Motor Carrier will not be responsible for any subsequent failure of this item. If the Equipment is missing license plates and/or registrations, Motor Carrier should obtain a replacement by contacting the Equipment Provider's Equipment Planning and Control Department at the number listed in Schedule 1 during normal business hours. Motor Carrier should obtain replacements before out-gate.
- 5.2 Reliance on EIR Information. The dates, times and information shown on the EIR may be used for, among other matters, determining free time, assessing Equipment use charges, verifying damage to Equipment and assessing the condition of the Provider's Equipment with respect to freight claims.
- 5.3 Responsibility for Owner Operators. Motor Carrier will be responsible to the Provider for the performance of the obligations in the Agreement and shall accept responsibility for all owner operators and their leased power units as if they were Motor Carrier's own employees and vehicles.
- 5.4 Direct Interchanges. A direct Interchange occurs when possession and control of the Provider's Equipment is transferred directly from one motor carrier to another motor carrier without the return of the Equipment to a rail terminal or container yard or when, after completion of a move for a particular customer, Motor Carrier performs a new move for a different customer using the

same unit of Equipment. Direct Interchanges are intended to allow for more efficient Equipment flow than would occur if Equipment were required to be returned to the location at which it was received after each movement. the Provider has implemented a web-based Equipment management system that allows online input and tracking of direct Interchanges. If Motor Carrier fails to record the direct Interchange of Equipment from it to another motor carrier as permitted by separate bi-lateral agreement, the Equipment will remain Interchanged to Motor Carrier under the UIIA, and Motor Carrier may be held responsible for per diem charges, M&R expense, Equipment loss or damage and similar events that occurred while the Equipment was in actual possession of another motor carrier. Motor Carrier will not directly interchange the Equipment to a motor carrier that is not a signatory to the UIIA.

- 5.5 Equipment Condition Upon Return. If the Equipment is not returned in the condition described in Section D.3.d of the UIIA, the Provider may assess the full actual cost of any dunnage removal, repairs, rehabilitation or cleaning, subject to a minimum charge per unit of Equipment of \$75 for dunnage removal.

E. Equipment Use

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]**

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

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

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

CLIFF CREECH
Rail Carrier Member

JEFFREY LANG
Motor Carrier Member

In the Dispute Between

UIIA MC,
Appellant, and

UIIA EP,
Respondent

Case Number: **20170602-8-XXXW-MR-TR**

Date of Decision: 08/31/2017

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

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	286753774	UMXU 267690	04/27/17	UP Global 1/UP Global 1	03/03/17	03/03/17	04/27/17	05/04/17	05/31/17	06/02/17

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.3 of the UIIA. The Motor Carrier feels that the images that the Equipment Provider furnished with the invoice did not provide sufficient evidence that the unit in the image was actually outgated by the Motor Carrier. The Motor Carrier stated that the image provided only showed the tire damage, but did not provide the chassis ID or unit number. The Motor Carrier obtained additional images from the Equipment Provider's website and indicated that these images did not provide any further factual documentation to prove their responsibility for the invoice.

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

The Equipment Provider responded to the claim indicating that the ingate tire images show the cut/puncture to the LIF tire and also show the same debris as is visible in the repair photo. The Equipment Provider believes the debris that caused the cut, was not present on the outgate images. The Equipment Provider added that in accordance with Exhibit C of the UIIA and its addendum, the Motor Carrier is responsible for "Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than ¼ inch". Consequently, the Equipment Provider believes the images show that the tire ingated Global 1 with the damage and as such the Motor Carrier is responsible for the repair.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Rail Carrier panel member noted that the tire damage was not present or noted on the outgate images/EIR, but was present on the ingate images. The Motor Carrier panel member agreed stating the damage was present and captured properly by AGS.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 1, 2017) to make its decision:

UNION PACIFIC RAILROAD COMPANY, ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.

- A. At time of in-gate, UPRR's gatehouse operator will document the time of Interchange and other information on UPRR's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by UPRR's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to UPRR 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 UPRR's gate house operator.

At an AGS gate, any damage to Equipment discovered by UPRR's gatehouse operator or brought to UPRR's later attention, including but not limited to any subsequent inspection by UPRR or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to UPRR 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 UPRR's gatehouse operator or brought to UPRR's later attention. The damage brought to UPRR's later attention must be captured on an AGS image.

- B. At time of out-gate, UPRR's gatehouse operator may perform the same procedures as described in Paragraph A above, at the gatehouse operator's discretion. If the gatehouse operator does not perform an inspection, it will be the responsibility of the Motor Carrier's driver, before departing UPRR's facility, to request an inspection if he or she believes UPRR has caused any damage to the Equipment. If an inspection is performed, it will involve the same procedures as described in Paragraph A above.

In the event a Motor Carrier driver requests an inspection, the gatehouse operator will make appropriate notations of damage on either a J-1 report or the printed receipt from an electronic device, which gatehouse operator will sign and date. If no such request is made by the Motor Carrier's driver before departing the facility, the Motor Carrier will be presumed to have inspected and accepted the Equipment without damage.

- C. The Motor Carrier agrees that future enhancements in technology may allow for camera inspections or other methods of inspection as well as the availability of electronic data interchange ("EDI") of Equipment arrivals and departures, and EDI invoices for Equipment repairs that are the responsibility of Motor Carrier but which have been performed by UPRR.
- D. UPRR provides electronic access to gate inspections, electronic recorded images (if applicable) and copies of J-1 Interchange reports for Motor Carriers at <https://c02.my.uprr.com/iee/DriverSearch.jas?strEventName=DRIVERSEAR>.

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]**
 - 1) 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 AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

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]**

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

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

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

CHAD PETERSON
Rail Carrier Member

KEVIN LHOTAK
Motor Carrier Member

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Motor Carrier for Invoice 1 (286777738) in the amount of \$00.00 and (Invoice 3 (287022557) in the amount of \$00.00, and in favor of the Equipment Provider for Invoice 2 (28699810) in the amount of \$00.00 for the following reasons:

- Invoice 1 (286777738) – The Rail Carrier panel member noted that there was a lack of documentation that the AGS image documented a condition requiring replacement of the tire. The Motor Carrier panel member agreed stating the AGS ingate photo does not provide factual documentation that the Motor Carrier damaged the tire.
- Invoice 2 (28699810) – The Rail Carrier panel member noted the invoice was issued in accordance with the UIIA and the Equipment Provider's Addendum. The Motor Carrier panel member stated that the AGS document shows an embedded object in tire necessitating repair.
- Invoice 3 (287022557) – The Rail Carrier panel member commented that the Equipment Provider did not establish that the tread depth met the requirements of Exhibit C to be invoiced as a slid flat tire. The Motor Carrier panel member agreed with the conclusion of the Rail panel member and stated that the ingate AGS photos did not document a slid flat condition per Exhibit C of the UIIA.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 1, 2017) to make its decision:

EQUIPMENT PROVIDER'S ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.

- A. At time of in-gate, EP's gatehouse operator will document the time of Interchange and other information on EP's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by EP's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to 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 gate house operator.

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 EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to 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.

D. Equipment Interchange

2. Equipment Interchange Receipts

- c. 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]**

3. Equipment Condition

- d. 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]**
 - 1) The responsibility for the repair and/or replacement of equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**
 - 2) Motor Carrier and Provider will not issue an invoice for repair items equal to or less than \$50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$50 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

E. Equipment Use

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]**

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

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

DECISION: The panel unanimously finds in favor of the Motor Carrier for Invoice 1 (286777738) in the amount of \$00.00 and (Invoice 3 (287022557) in the amount of \$00.00.

The panel unanimously finds in favor of the Equipment Provider for Invoice 2 (28699810) in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

CLIFF CREECH
Rail Carrier Member

JEFFREY LANG
Motor Carrier Member

later. The Motor Carrier also stated that the tread depth cannot be determined from the images provided. Therefore, the Motor Carrier feels they should not be held liable for this tire replacement

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

The Equipment Provider responded to the claim stating that after their review of both invoices, it believes that the Motor Carrier is responsible for damages in both cases. Under the UIIA, the outgates provided in both were clean. The ingates in both show damage. It is completely irrelevant if it was a cross-town move. The Motor Carrier attempted to point towards AAR billing between railroads. That is also irrelevant under the UIIA. No where in the UIIA does it point towards an extrinsic agreement between other parties. This invoice, and this damage is subject to the UIIA. There is no J2 billing process under the UIIA. The Equipment Provider added that had the Motor Carrier provided definitive proof that this damage was pre-existing, then the invoice would be removed from the Motor Carrier's account. Consequently, the Equipment Provider believes charges are valid as billed.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Motor Carrier panel member stated that a part of the dispute raised by the Motor Carrier is that these were cross-town moves and any damage should be considered normal wear and tear. The UIIA does not include any exceptions from reporting damage prior to interchange based on the type of movement involving the equipment. The fact that these were cross-town moves is not material to the damage issue involving either disputed invoice. In addition, the Motor Carrier panel member noted:

- INVOICE #1 - HGIU 504372/TSFZ 568814 - There is no damage listed on the outgate interchange from NS. The Equipment Provider provided an ingate image of the LIF tire that shows something may have punctured the tread when the equipment was returned to UP Global 4. The Equipment Provider provided a post ingate close up image of the tire that clearly shows a bolt has punctured the tread in the same location as the damage visible on the ingate image.
- Section 7.A paragraph 3 of the Equipment Provider's Addendum to the UIIA provides that any damage discovered after the equipment is interchanged will be considered the responsibility of the Motor Carrier provided the damage was captured on an AGS image at the time of interchange. The AGS images and post interchange image supplied by the Equipment Provider meet the requirement of UIIA Section E.3.(a) and UP Addendum Section 7.A.
- The Motor Carrier panel member also noted that circumstances regarding this invoice are similar to the decision reached in Case 20161125-15-DNNH-MR-OTH-UP.
- INVOICE #2 - HGIU 509624/NSFZ 131131 - There is no damage listed on the outgate interchange from NS. The Equipment Provider provided ingate images of the LOF tire that shows the side wall of the tire was cut. The AGS images supplied by the Equipment Provider meet the requirement of UIIA Section E.3.(a).

The Rail Carrier panel member agreed with the finding for the Equipment Provider adding:

- Invoice 1 - TSFZ 568814 – There was no outgate damage notated and clear damage (bolt in tread) on ingate photos. Combined with the repair picture, the bolt location was exactly the same as in the ingate photos.
- Invoice 2 - NSFZ 131131 - There was no outgate damage notated and clear damage (cut in tire) on ingate photo.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 1, 2017) to make its decision:

EQUIPMENT PROVIDERS ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.

- A. At time of ingate, EP's gatehouse operator will document the time of Interchange and other information on EP's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by EP's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of ingate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior outgate EIR or outgate Recorded Image provides a copy of this documentation identifying the damage discovered by UPRR's gate house operator.

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 EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of ingate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior outgate EIR or outgate Recorded Image provides a copy of this documentation identifying the damage discovered by EP's gatehouse operator or brought to UPRR's later attention. The damage brought to EP's later attention must be captured on an AGS image.

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]**
- c. 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]**

3. Equipment Condition

- a. Warranty: WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.
 - 1) 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. **[Revised 01/17/05]**
- d. 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]**
 - 1) The responsibility for the repair and/or replacement of equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**
 - 2) Motor Carrier and Provider will not issue an invoice for repair items equal to or less than \$50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$50 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

E. Equipment Use

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]**

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

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

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

TIM WILLIAMS
Rail Carrier Member

In the Dispute Between

Case Number: **20171124-37-XXXP-MR-TR**

Date of Decision: 01/31/2018

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	289573669	TSXZ906129	10/03/17	Global 1/Global 4	6/27/17	7/28/17	10/03/17	10/12/17	11/10/17	11/24/17
2	289679299		10/09/17	Dolton/Global 2	7/19/17	7/24/17	10/09/17	10/12/17	11/10/17	11/24/17

The Motor Carrier's basis of dispute is Sections D.2.a. and D.3.d of the UIIA. The Equipment Provider furnished ingate images of the tire for Invoice 1; however the Motor Carrier does not believe the images depicted any damage or a run flat of the LIR tire. The images provided only showed shadows and glares making it impossible to accurately assess the tire tread depth on the provided AGS images. The Motor Carrier believes that the unit was returned in the same condition as when it was outgated, reasonable wear and tear excepted. The Motor Carrier also stated that on Invoice 2 the AGS images provided from the Equipment Provider do not depict a cut spotted to 0/32 inches and the tread depth of the tire cannot be determined. As with the first invoice, the Motor Carrier believes the equipment associated with Invoice 2 was also returned to the Equipment Provider in the same condition as when it was outgated, reasonable wear and tear excepted.

The Equipment Provider responded to the claim stating that the Motor Carrier is required to perform a thorough inspection of the unit prior to accepting for interchange. The Equipment Provider noted that according to the documentation associated with Invoice 1, the unit outgated with no damage notated. The unit then ingated with a concave tire, which is an indication of a flat condition. The Equipment Provider also indicated that the pre-repair photos show the tubing of the tire shredded inside. In accordance with Exhibit A, Item 8.a., the Equipment Provider indicated that the Motor Carrier

is to check for under inflation of tires (among other items) prior to accepting the unit for interchange. The Equipment Provider added that Exhibit C of the UIIA includes damage to a run flat tire and/or tube during the interchange period as the Motor Carrier's responsibility. Consequently, the Equipment Provider believes Invoice 1 should stand.

In regards to Invoice 2, the Equipment Provider noted that there was a typographical error on the outgate interchange documentation in regards to the alpha portion of the equipment identification number. The outgate references NSFZ for the chassis ID and it should be NSPZ as evidenced by the AGS images. The Equipment Provider believes this invoice is also valid as billed as both the AGS tire images and the pre-repair photo show that the tire suffered a major injury cutting through numerous treads exceeding well beyond a 1/4 inch. If the Motor Carrier alleges the condition was pre-existing, then it should have discovered the damage during its pre-trip inspection and corrected the condition prior to departing the ramp.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider for the following reasons:

- Invoice 1 - The LIR tire is concave. It definitely appears to be flat. Additionally, a close examination of the LOR tire visible on TSXZ 906129 G4 INGATE FULL - Invoice 1 AGS gate image shows that the outside tire was noticeably scuffed or scrapped. That suggests the tires impacted something. No damage was listed on the outgate interchange from CP for either the LIR or LOR tires. The LIR tire was flat when it arrived at the rail. As a result, the Motor Carrier is responsible for the damage.
- Invoice 2 - There is no damage listed on the outgate interchange from CP. The Equipment Provider has provided ingate images of the LOF tire that shows the tire was cut across several treads. The Equipment Provider provided post ingate images of the tire that clearly show the tread was cut through more than one plies of fabric at the shoulder. This meets the requirement for Motor Carrier responsibility listed in Exhibit C. In addition, Section 7.A paragraph 3 of the Equipment Provider's Addendum to the UIIA provides that any damage discovered after the equipment is interchanged will be considered the responsibility of the Motor Carrier provided the damage was captured on an AGS image at the time of interchange. Both panel members believe the AGS images and post interchange image supplied by the EP meet the requirement of UIIA Section E.3. (a) and EP's Addendum Section 7.A.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

UIIA EQUIPMENT PROVIDERS ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.

- A. At time of in-gate, the rails gatehouse operator will document the time of Interchange and other information on EP's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is

prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by EP's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to 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 gate house operator.

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 EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to 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.

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

- d. 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]**
 - 1) The responsibility for the repair and/or replacement of equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**
 - 2) Motor Carrier and Provider will not issue an invoice for repair items equal to or less than \$50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$50 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

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]**
 - 1) 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 AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

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]**

Exhibit A to UIIA

- 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.

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

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

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

TIM WILLIAMS
Rail Carrier 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: **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