



INTERNATIONAL MOTOR FREIGHT, INC.

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ORIGINAL

APRIL 9, 1999

DEPT. OF TRANSPORTATION
DOCKETS
59 APR 14 PM 2:47

Docket Clerk, U.S. DOT Dockets
Room PL 401
400 Seventh Street, S.W.
Washington, D.C. 20590-0001

Comments: 49 CFR Parts 390 and 396
FHWA Docket No. FHWA-98-3656 - 22
RIN 2125-AE40

Dear Sir/Madam:

International Motor Freight, Inc. (IMF) has been in the intermodal trucking business for over twenty years. We maintain interchange agreements with every steamship line in the Port of New York. These interchange agreements are signed by our company under great duress. They are neither fair nor equitable agreements. They are totally one-sided in favor of the steamship lines, especially regarding maintenance and repairs.

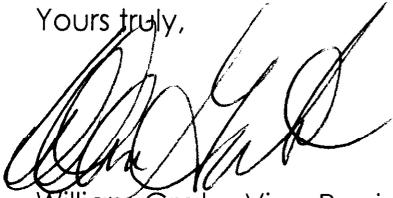
Our drivers do not have the ability or the opportunity to do a full and adequate inspection on each piece of intermodal equipment when it is interchanged. A walk-around inspection is cursory at best, and does not afford the opportunity to check such critical items as the condition of the brakes, axle assemblies, and all other integral safety-related parts

If a driver was afforded the facilities to complete a full inspection of the unit, this would create massive back-ups at the terminals, which in turn would cost the trucking companies, their accounts and owner/operators, millions of dollars per year. Assuming the average cost per hour for a tractor and driver is \$50.00, and one major port moves one million containers per year, an additional hour per move would cost the industry approximately \$50 million more per year.

We believe the onus of responsibility must be with the intermodal providers. This equipment is owned and maintained by them, they issue the FHWA, and they keep control of this equipment at all times, until interchanged to draymen. We as draymen could have this equipment in our possession for as little as one (1) hour. Approximately 80% of all containers coming into and leaving the Port of New York travel within a 100-mile radius of the Port.

The poor maintenance of intermodal equipment is a serious safety problem. These companies are putting thousands of chassis onto our public highways. They insert disclaimers of responsibility and condition of equipment, into their interchange agreements. This is indicative of an industry truly looking to shirk their responsibilities for the maintenance and safe operation of their equipment. We urge your committee to make the right choice and finally hold the equipment provider fully responsible.

Yours truly,

A handwritten signature in black ink, appearing to read 'William Grato', written in a cursive style.

William Grato, Vice President
International Motor Freight

WG/jl