

clear understanding of how the selection of these organizations is critical for the project and give sufficient detail about the costs involved.

iii. Planning

FTA encourages applicants to engage the appropriate State Departments of Transportation, Regional Transportation Planning Organizations, or Metropolitan Planning Organizations in areas to be served by the project funds available under these programs.

iv. Standard Assurances

By submitting an application, the applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant. The applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant if it does not have current certifications on file.

v. Reporting

Post-award reporting requirements include submission of Federal Financial Reports and Milestone Progress Reports in FTA's electronic grants management system. An independent evaluation of the pilot program may occur at various points in the deployment process and at the end of the pilot project. In addition, FTA is responsible for producing an Annual Report to Congress that compiles evaluations of selected projects, including an evaluation of the performance measures identified by the applicants. All applicants must develop an evaluation plan to measure the success or failure of their projects and to describe any plans for broad-based implementation of successful projects. FTA may request data and reports to support the independent evaluation and annual report.

G. Federal Awarding Agency Contact

For questions about applying to the pilot program outlined in this notice, please contact the Program Manager,

Kelly Tyler, at Federal Transit Administration, phone: (202) 366-3102, fax: (202) 366-3475, or email, Kelly.Tyler@dot.gov. A TDD is available at 1-800-877-8339 (TDDFIRS). Additionally, you may visit FTA's website for this program at <https://www.transit.dot.gov/funding/grants/grant-programs/mobility-all-grants>.

To ensure that applicants receive accurate information about eligibility or the program, applicants are encouraged to contact FTA directly with questions, rather than through intermediaries or third parties. FTA staff also may conduct briefings on the FY 2020 competitive grants selection and award process upon request.

K. Jane Williams,
Acting Administrator.

Address Name
Address Line 2
City, State, Zip

Dear Name:

Thank you for your letter supporting the application submitted by Applicant for funding under the U.S. Department of Transportation's Mobility for All pilot program.

The Federal Transit Administration (FTA) administers the Mobility for All pilot program, authorized by Section 3006(b) of the Fixing America's Surface Transportation Act. This program supports innovative coordinated access and mobility projects that improve the coordination of transportation services and non-emergency medical transportation services for the transportation disadvantaged populations.

All properly submitted applications will receive full and careful consideration. FTA will announce final project selections after the review process is complete.

Your interest in this program is appreciated.

Sincerely,
Signatory

[FR Doc. 2019-23892 Filed 10-31-19; 8:45 am]

BILLING CODE 4910-57-P

DEPARTMENT OF TRANSPORTATION

Maritime Administration

[Docket Number MARAD-2019-0183]

Renewal of the Voluntary Tanker Agreement Program; Agreement Development Proposal

AGENCY: Maritime Administration, Department of Transportation.

ACTION: Notice of availability; request for comments.

SUMMARY: The Maritime Administration (MARAD) is developing a voluntary agreement necessary to renew the Voluntary Tanker Agreement Program, pursuant to the authority contained in Section 708 of the Defense Production Act of 1950 (DPA), as amended. This notice invites comments on the draft proposed Voluntary Tanker Agreement (VTA). The proposed text is intended to replace the Agreement as it was last published in Volume 73 of the **Federal Register** at page 51692 (September 4, 2008). Because the proposed agreement will contain changes, both former and new participants must submit a new application once the final text is published. VTA applications are available from MARAD. The complete, draft text of the VTA is published below. Copies of the draft text are also available to the public upon request. MARAD will hold an open meeting for the purpose of developing the final text of the VTA at its headquarters located at 1200 New Jersey Avenue SE, Washington, DC 20590. MARAD will announce the open meeting by publication in the **Federal Register**.

DATES: Comments must be received on or before December 2, 2019. MARAD will consider comments filed after this date to the extent practicable.

ADDRESSES: You may submit comments identified by DOT Docket Number MARAD-2019-0183 any one of the following methods:

- *Federal eRulemaking Portal:* Go to <http://www.regulations.gov>. Search MARAD-2019-0183 and follow the instructions for submitting comments.

- *Mail or Hand Delivery:* Docket Management Facility is in the West Building, Ground Floor of the U.S. Department of Transportation. The Docket Management Facility location address is: U.S. Department of Transportation, MARAD-2019-0183, 1200 New Jersey Avenue SE, West Building, Room W12-140, Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except on Federal holidays.

Note: If you mail or hand-deliver your comments, we recommend that you include your name and a mailing address, an email address, or a telephone number in the body of your document so that we can contact you if we have questions regarding your submission.

Instructions: All submissions received must include the agency name and specific docket number. All comments received will be posted without change to the docket at www.regulations.gov, including any personal information provided. For detailed instructions on

submitting comments, see the section entitled Public Participation.

FOR FURTHER INFORMATION CONTACT: William G. McDonald, Director, Office of Sealift Support, U.S. Department of Transportation, Maritime Administration, 1200 New Jersey Avenue SE, Washington, DC 20590. Telephone (202) 366-0688; Fax (202) 366-5904, or william.g.mcdonald@dot.gov.

SUPPLEMENTARY INFORMATION:

DRAFT Text of the Proposed Voluntary Tanker Agreement

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Preface

Pursuant to the authority contained in Section 708 of the Defense Production Act of 1950 (DPA), as amended (50 U.S.C. 4558), the Maritime Administrator (Administrator), after consultation with the Department of Defense (DoD) and representatives of the tanker industry, has developed this Voluntary Tanker Agreement (VTA). The Agreement establishes the terms, conditions, and procedures under which Participants agree voluntarily to make tankers available to DoD. The Agreement further affords Participants defenses to civil and criminal actions for violations of antitrust laws when carrying out the Agreement. The Agreement is designed to create a close working relationship among the Administrator, the Commander, U.S. Transportation Command (the DoD-designated representative for purposes

of this Agreement), and the Participants through which DoD requirements and the needs of the civil economy can be met through cooperative action. The Agreement affords Participants flexibility to respond to defense requirements and adjust their commercial operations to minimize disruption whenever possible.

The Secretary of Defense (SecDef) has approved this Agreement as an Emergency Preparedness Program (EPP) pursuant to 46 U.S.C. 53107.

This Agreement replaces the VTA that was published in Volume 73 of the **Federal Register** at page 51692 (Sept. 4, 2008). Because this replacement contains new substantive provisions, those wishing to participate in the Agreement shall submit new applications.

Voluntary Tanker Agreement

I. Purpose

The Administrator has determined, in accordance with Section 708(c)(1) of the DPA, that conditions exist which may pose a direct threat to the national defense of the United States or its preparedness programs and, under the provisions of Section 708, has certified to the Attorney General of the United States (Attorney General) that a standby agreement for the utilization of tanker capacity is necessary for the national defense. The Attorney General, in consultation with the Chairman of the Federal Trade Commission (FTC), has issued a finding that tanker capacity to meet national defense requirements cannot be provided by the industry through a voluntary agreement having fewer anticompetitive effects or without a voluntary agreement.

The purpose of the Agreement is to provide a responsive transition from peace to contingency operations through procedures agreed upon in advance to provide tanker capacity to support DoD contingency requirements. The Agreement establishes procedures for the commitment of tanker capacity to satisfy such requirements. The Agreement is intended to promote and facilitate DoD's use of existing commercial tanker resources in a manner which minimizes disruption to commercial operations whenever possible.

The Agreement will change from standby to active status upon activation by appropriate authority as described in Section VI.

II. Authorities

A. Maritime Administration (MARAD)

1. Section 708, DPA (50 U.S.C. 4558); 46 U.S.C. 53107; Executive Order (E.O.)

13603, 77 FR 16651 (March 22, 2012); 49 CFR 1.93 (l).

2. Section 401 of E.O. 13603, delegated the authority of the President under Section 708 of the DPA to the Secretary of Transportation (SecTrans), among others. SecTrans delegated to the Administrator the authority under which the Voluntary Tanker Agreement is sponsored in 49 CFR 1.93(l).

B. U.S. Transportation Command (USTRANSCOM)

1. Sections 113, 161-169 of Title 10 of the United States Code.

2. DoD Directive 5158.4 designating Commander USTRANSCOM to provide air, land, and sea transportation for the DoD.

III. General

A. Participation

1. Operators of tanker vessels greater than 20,000 deadweight tons (DWT) may become Participants in this Agreement by submitting an executed copy of the form specified in Section VII of this Agreement that is approved by MARAD.

2. Operators of Integrated Tug-Barges (ITBs) and Articulated Tug-Barges (ATBs) greater than 20,000 DWT may become Participants in this Agreement by submitting an executed copy of the form specified in Section VII of this Agreement that is approved by MARAD.

3. Operators of tankers or ITB and ATB vessels of less than 20,000 deadweight tons may also submit an application and become Participants if such vessels are deemed to meet U.S. national security requirements or the needs of MARAD and the U.S. Transportation Command, and MARAD accepts the application.

4. For the purposes of this Agreement, "Participant" includes the corporate entity entering into this Agreement and all United States subsidiaries and affiliates of that entity which own or operate ships in the course of their regular business and in which that entity has more than fifty (50) percent control either by stock ownership or otherwise.

5. A list of Participants will be published annually in the **Federal Register**.

6. For the purposes of this Agreement, "Operator" shall mean a person that either owns and controls an eligible vessel or that charters and operates an eligible vessel through a demise charter that transfers virtually all the rights and obligations of the vessel owner to the demise charterer, such as that of crewing, supplying, maintaining, insuring, and navigating the vessel.

B. Effective Date and Duration of Participation

This Agreement is effective upon execution of the application form (see Section VII below) by the Participant and the Administrator or their authorized designees and shall remain in effect until terminated in accordance with 44 CFR 332.4.

C. Withdrawal From the Agreement

Participants may withdraw from this Agreement, subject to the fulfillment of obligations incurred under the Agreement prior to the date such withdrawal becomes effective, by giving written notice to the Administrator. Withdrawal from this Agreement will not deprive a Participant of an antitrust defense otherwise available to it in accordance with Section 708 of the DPA for the fulfillment of obligations incurred prior to withdrawal.

D. Rules and Regulations

Participants acknowledge and agree to abide by all provisions of Section 708 of the DPA, as amended, and regulations related thereto which are promulgated by the SecTrans, the Attorney General, the FTC, and the Federal Emergency Management Agency. Standards and procedures pertaining to voluntary agreements have been promulgated in 44 CFR part 332. The Administrator shall inform Participants of new rules and regulations as they are issued.

E. Amendment of the Agreement

1. The Attorney General may modify this Agreement, in writing, after consultation with the Chairman of the FTC, SecTrans, through her representative MARAD, and SecDef, through his representative, Commander USTRANSCOM. The Administrator, Commander USTRANSCOM, and Participants may modify this Agreement at any time by mutual agreement, but only in writing with the approval of the Attorney General and the Chairman of the FTC.

2. A Participant may propose amendments to the Agreement at any time.

F. Administrative Expenses

Administrative and out-of-pocket expenses incurred by Participants shall be borne solely by Participants.

G. Record Keeping

1. MARAD and the DoD have primary responsibility for maintaining records in accordance with 44 CFR part 332.

2. The Director, Office of Sealift Support, MARAD, shall be the official custodian of records related to the carrying out of this Agreement, except

records of direct dealings between the DoD and Participants.

3. For direct dealings between the DoD and Participants, the designee of the SecDef shall be the official custodian of records, but the Director, Office of Sealift Support, MARAD shall have complete access thereto.

4. In accordance with 44 CFR 332.3(d), each Participant shall maintain for five years all minutes of meetings, transcripts, records, documents, and other data, including any communications with other Participants or with any other member of the industry, related to the carrying out of this Agreement. Each Participant agrees to make available to the Administrator, the Commander USTRANSCOM, the Attorney General, and the Chairman of the FTC for inspection and copying at reasonable times and upon reasonable notice any item that this section requires the Participant to maintain. Any record maintained under this section shall be available for public inspection and copying, unless exempted on the grounds specified in 5 U.S.C. 552(b)(1), (3) or (4) or identified as privileged and confidential information in accordance with Section 705(e) of the DPA, as amended, and 44 CFR part 332.5.

H. Requisition of Ships of Non-Participants

The Administrator, upon Presidential authorization, may requisition ships of non-Participants to supplement capacity made available for defense operations under this Agreement and to balance the economic burden of defense support among companies operating in U.S. trade. Non-Participant owners of requisitioned tankers shall not participate in the Tanker Requirements Committee and shall not enjoy the immunities provided by this Agreement.

I. Waivers

In situations where the activation of the Agreement deprives a Participant of all or a portion of its [U.S. coastwise qualified vessel capacity] and, at the same time, creates a general shortage of U.S. coastwise qualified vessel capacity on the market, the Administrator may request that the Assistant Commissioner, Office of Regulations and rulings, U.S. Customs and Border Protection, Department of Homeland Security, grant a temporary waiver pursuant to section 501 of title 46, to permit a Participant to charter or otherwise utilize non-U.S. coastwise qualified vessel capacity. The capacity for which such waivers are requested will be approximately equal to the U.S. coastwise qualified vessel capacity

chartered to the DoD. Any waiver that may be granted pursuant to this paragraph shall be effective for the period that the U.S. coastwise qualified vessel capacity is on charter to the DoD plus a reasonable time for termination of the replacement capacity charters as determined by the Administrator.

J. Temporary Replacement Vessel

Notwithstanding 10 U.S.C. 2631, 46 U.S.C. 55304, 55305, 55312 or any other cargo preference law of the United States—

1. A Participant that is also a contractor under the Maritime Security Program, 46 U.S.C. 53101, *et seq.*, (MSP) may operate or employ in foreign commerce a foreign-flag vessel or foreign-flag vessel capacity as a temporary replacement for a United States-documented vessel or United States-documented vessel capacity that is activated by the SecDef under this Agreement.

2. Such replacement vessel or vessel capacity shall be eligible during the replacement period to transport preference cargoes subject to 10 U.S.C. 2631, and 46 U.S.C. 55304, 55305, or 55312 to the same extent as the eligibility of the vessel or vessel capacity replaced.

IV. Antitrust Defense

Under the provisions of Subsection 708(j) of the DPA, each Participant in this Agreement shall have available as a defense to any civil or criminal action brought for violation of the antitrust laws with respect to any act or omission to act to develop or carry out this Agreement, that such act or omission to act was taken by the Participant in the course of developing or carrying out this Agreement, that the Participant fully complied with the provisions of the DPA and the rules promulgated thereunder, and that the Participant acted in accordance with the terms of this Agreement. This defense shall not be available to the Participant for any act or omission occurring after the termination of this Agreement, nor shall it be available, upon the modification of this Agreement, with respect to any subsequent act or omission that is beyond the scope of the modified Agreement, except that no such termination or modification shall be accomplished in a way that will deprive Participants of this antitrust defense for the fulfillment of obligations incurred. This defense shall be available only if and to the extent that the Participants asserting it demonstrate that the action, which includes a discussion or agreement, was within the scope of the Agreement. The person asserting the

defense bears the burden of proof. The defense shall not be available if the person against whom it is asserted shows that the action was taken for the purpose of violating the antitrust laws of the United States.

V. Terms and Conditions

A. Agreement by Participants

1. Each Participant agrees to contribute tanker capacity as requested by the Administrator in accordance with Section V. B. below at such times and in such amounts as the Administrator, as requested by DoD, shall determine to be necessary to meet the essential needs of the DoD for the transportation of DoD petroleum and petroleum products in bulk by sea.

2. Each Participant further agrees to make tankers and tanker capacity available to other Participants when requested by the Administrator, on the advice of the Tanker Requirements Committee, in order to ensure that contributions to meet DoD requirements are made on a proportionate basis whenever possible or to ensure that no participating tanker operator is disproportionately hampered in meeting the needs of the civil economy.

B. Proportionate Contribution of Capacity

1. Any entity receiving payments under the MSP shall become a Participant with respect to all tankers enrolled in the MSP at all times until the date the MSP operating agreement would have terminated according to 46 U.S.C. 53104(a). Such participation shall satisfy the requirement for an MSP participant to be enrolled in an emergency preparedness program approved by SecDef as provided in 46 U.S.C. 53107.

2. Participants hereto not receiving MSP payments under the MSP, agree to contribute tanker capacity under the Agreement in the proportion that its "controlled tonnage" bears to the total "controlled tonnage" of all Participants. Because exact proportions may not be feasible, each Participant agrees that variances are permissible at the discretion of the Administrator.

3. "Clean Tankers" and "Clean Tonnage" shall mean tankers that are inspected and approved by DLA Energy Quality Assurance Representatives (QAR), capable of meeting DoD quality standards, and able to carry refined petroleum products.

a. Chemical tankers and tankers in dirty trade may contribute Clean Tanker capacity only after being certified as being able to meet DoD quality standards to carry refined petroleum products to meet DoD requirements.

4. "Controlled Tonnage" shall mean tankers, ITBs, and ATBs of over 20,000 DWT capacity, which are:

a. Militarily useful in the transportation of refined DoD cargoes pursuant to the requirements of associated warplans;

b. Vessels in which, as of the effective date of the activation of this Agreement, the Participant or any of its U.S. subsidiaries or affiliates has a controlling interest and which are registered in any of the following countries: The United States, Liberia, Panama, Honduras, the Bahamas, or the Marshall Islands; and shall include:

i. Vessels on charter or under contract to such Participant for a period of six (6) months or more from the effective date of activation of the Agreement, regardless of flag of registry, exclusive of tonnage available to the Participant under contracts of affreightment and consecutive voyage charter; provided that, in the event an owner of a vessel terminates a time charter in accordance with a war clause, the affected tonnage will be excluded from the chartering Participant's Controlled Tonnage; and

ii. Any other non-U.S.-flag tonnage which a Participant may offer to designate as Controlled Tonnage and which the Tanker Requirements Committee accepts;

c. And shall not include:

i. Tankers described in subparagraph b. which are chartered out or under contract to others for a remaining period of six (6) months or more from the effective date of activation of this Agreement; or

ii. Certain vessels which are fitted with special gear and are on permanent station for the storage of crude oil from a production platform and vessels which may have a dual role of production storage and transportation use to a limited location.

5. This Agreement shall not be deemed to commit any vessel with respect to which the law of the country of registration requires the approval of the government before entering into this Agreement of furnishing such vessel under the terms of this Agreement until such time as the required approval has been obtained.

6. The obligations of Participants to contribute Clean Tanker capacity under the Agreement shall be calculated on a proportionate basis wherever possible among the Participants by the Tanker Requirements Committee.

7. A vessel on charter to a Participant shall not be subject to a relet to the DoD in the case where the period of the relet would be longer than the term of the Participant's charter or in the case where the relet would otherwise breach

the terms of the charter, but such tonnage shall be included in the calculation of the Participant's Controlled Tonnage.

8. The Administrator retains the right under law to requisition ships of Participants. A Participant's ships which are directly requisitioned by the U.S. Government or which are called up pursuant to other U.S. Government voluntary arrangements shall be credited against the Participant's proportionate contribution under this Agreement. Ships on charter to the DoD when this Agreement is activated shall not be so credited.

C. Reports of Controlled Tonnage

Twice annually, or upon request of the Administrator and in such form as may be requested, each Participant shall submit information as to "controlled tonnage" necessary for the carrying out of this Agreement. Information which a Participant identifies as privileged and confidential shall be withheld from public disclosure in accordance with Sections 708(h)(3) (50 U.S.C. 4558) and 705(e) (50 U.S.C. 4555) of the DPA, as amended, and 44 CFR part 332.5.

D. Freight Rates Under the Agreement

1. The rate of charter hire applicable to each charter under this Agreement shall be the "prevailing market rate" effective at the time of the proposed loading of the vessel. The "prevailing market rate" shall be determined by the Military Sealift Command (MSC) Contracting Officer utilizing the price analysis techniques set forth in FAR Part 15.4 to determine that the negotiated rates are fair and reasonable, utilizing market or previous contract prices. Time charter hire rates, for either U.S. or foreign-flag tankers, shall be expressed in terms of a per diem rate(s).

2. The rate of charter hire fixed with respect to each charter shall apply for the entire period of the charter, except that:

a. For a consecutive voyage charter, the rate of charter shall be increased or decreased to reflect increases or decreases in the price of bunker fuel applicable in the area of the vessel's trade; and

b. Reimbursement for increased war risk insurance premiums will be made in accordance with Section V.E.

E. War Risk Insurance

1. Increased War risk insurance premiums for time chartered vessels will be paid by DoD, or MARAD war risk insurance policies will be implemented.

2. For voyage and consecutive voyage charters, the Participant shall be

(Signature)

(Position Title, please print)

Effective Date:

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION

(MARAD Secretary)

By:

Maritime Administrator

(SEAL)

* * * * *

Public Participation*How do I submit comments?*

Please submit your comments, including the attachments, following the instructions provided under the above heading entitled **ADDRESSES**. Be advised that it may take a few hours or even days for your comment to be reflected on the docket. In addition, your comments must be written in English. We encourage you to provide concise comments and you may attach additional documents as necessary. There is no limit on the length of the attachments.

Please note that even after the comment period has closed, MARAD will continue to file relevant information in the Docket as it becomes available.

Where do I go to read public comments, and find supporting information?

Go to the docket online at <http://www.regulations.gov>, keyword search MARAD-2019-0183 or visit us in person at the Docket Management Facility (see **ADDRESSES** for hours of operation). We recommend that you periodically check the Docket for new submissions and supporting material.

Will my comments be made available to the public?

Yes. Be aware that your entire comment, including your personal identifying information, will be made publicly available.

May I submit comments confidentially?

If you wish to submit comments under a claim of confidentiality, you should submit three copies of your complete submission, including the information you claim to be confidential business information, to the Department of Transportation, Maritime Administration, Office of Legislation and Regulations, MAR-225, W24-302, 1200 New Jersey Avenue SE, Washington, DC 20590. Include a cover letter setting forth with specificity the basis for any such claim and, if possible, a summary of your submission that can be made available to the public.

Privacy Act

In accordance with 5 U.S.C. 553(c), DOT solicits comments from the public to better inform its rulemaking process. DOT posts these comments, without edit, to www.regulations.gov, as described in the system of records notice, DOT/ALL-14 FDMS, accessible through www.dot.gov/privacy. To facilitate comment tracking and response, we encourage commenters to provide their name, or the name of their organization; however, submission of names is completely optional. Whether or not commenters identify themselves, all timely comments will be fully considered. If you wish to provide comments containing proprietary or confidential information, please contact the agency for alternate submission instructions.

Authority: 50 U.S.C. 4558, 49 CFR 1.93(a) and (l), 44 CFR 332.

* * * * *

Dated: October 29, 2019.

By Order of the Maritime Administrator.

T. Mitchell Hudson, Jr.,

Secretary, Maritime Administration.

[FR Doc. 2019-23908 Filed 10-31-19; 8:45 am]

BILLING CODE 4910-81-P

DEPARTMENT OF TRANSPORTATION**Pipeline and Hazardous Materials Safety Administration**

[Docket No. PHMSA-2019-0130; Notice No. 2019-07]

Hazardous Materials: Unapproved Foreign-Made DOT Cylinders

AGENCY: Pipeline and Hazardous Materials Safety Administration (PHMSA), Department of Transportation (DOT).

ACTION: Safety advisory notice.

SUMMARY: PHMSA is issuing this safety advisory notice to inform the public, industrial gas stakeholders, and relevant government officials of the risks associated with requalifying, filling, and transporting cylinders bearing the DOT specification markings “DOT 4E” or “DOT 4BA” that were produced by a company located in Thailand by the name of Metal Mate. Metal Mate does not have an approval from PHMSA to manufacture cylinders to DOT specifications; therefore, cylinders marked with the Metal Mate name are not DOT specification cylinders. They must not be used to transport hazardous materials in commerce to, from, or within the United States, or on a United States-registered aircraft. These cylinders may not perform to the

marked DOT performance standard and may not be safe for commercial transportation or consumer use.

FOR FURTHER INFORMATION CONTACT: The Hazardous Materials Information Center, (202) 366-4488 or 1-800-467-4922; infocntr@dot.gov.

SUPPLEMENTARY INFORMATION: PHMSA has become aware that a company located in Thailand by the name of Metal Mate has been producing and selling propane cylinders that were marked as “DOT 4E” without an approval from PHMSA. PHMSA is aware of two cylinders found in Australia that were marked as “DOT 4E 240” with Metal Mate’s name marked as the manufacturer. Third party testing revealed that the cylinders may not meet the DOT 4E standard. Additionally, another cylinder produced by Metal Mate and marked as “DOT 4E” has been found in Colombia. Metal Mate cylinders can be identified by the name “Metal Mate” and “MM” logo stamped into the cylinder collar adjacent to other cylinder markings (water capacity, test pressure, serial number, original test date).

PHMSA has also received information that Metal Mate is producing cylinders that are being marked as “DOT 4BA 240.” Evidence indicates that Metal Mate has shipped cylinders as marked to both Bangladesh and New Zealand.

Federal hazardous materials transportation law (49 U.S.C. 5101-5128) authorizes the Secretary of Transportation (Secretary) to establish regulations to safely transport hazardous materials in intrastate, interstate, and foreign commerce. It also authorizes the Secretary to apply these regulations to persons who manufacture or maintain a packaging or a component of a packaging that is represented, marked, certified, or sold as qualified for use in the transportation of a hazardous material in commerce (see 49 CFR 171.1). The Secretary delegated this authority to PHMSA in 49 CFR 1.97(b). As stated in 49 CFR 178.2(b), marking a packaging with a DOT specification, e.g., “DOT 4E 240,” means that all requirements of the marked DOT specification have been met and each action performed by, or for, the person whose name or symbol appears on the cylinder marking meets the requirements specified in part 178. These requirements include multiple tests for DOT 4BA and DOT 4E cylinders. For DOT 4E cylinders, the specification also requires a chemical analysis (see 49 CFR 178.51 for the specification requirements for DOT 4BA cylinders, and § 178.68 for the