



**Association of American Railroads**  
**Safety and Operations • Business Services**  
**425 Third Street, SW • Washington, D.C. 20024**

## CIRCULAR No. OT-41-H

IN EFFECT AS OF JUNE 3, 2011

**TRACK SCALE CALIBRATION SERVICES PROGRAM BY THE  
GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION  
UNITED STATES DEPARTMENT OF AGRICULTURE**

To The Members:

On behalf of the Member Roads, the Association of American Railroads (AAR) has contracted with the United States Department of Agriculture, Grain Inspection, Packers and Stockyards Administration (USDA-GIPSA) for certain track scale calibration and testing services, and have been agreed upon between representatives of GIPSA and AAR and approved by the AAR Safety and Operations Management Committee.

1. In consideration of the benefits derived under the Agreement, Member Roads will move the GIPSA testing equipment free of charge to and from all track scales scheduled for testing. Such movements are to be made in general accordance with an itinerary developed by GIPSA and approved by the Safety and Operations Department, Association of American Railroads.
2. GIPSA, working in conjunction with the AAR, will have the authority to amend the itinerary if it is in the best interests of GIPSA and the serving railroad and if agreed upon by GIPSA and the serving railroad.
3. Field calibration of railroad owned test cars and monitor cars (as listed in Exhibit B) may be performed by GIPSA on a railroad owned scale that has been tested and approved for such a calibration. This service will be provided at selected locations when the distance to a Master Scale is deemed as being excessive.
4. Each railroad track scale test car shall be calibrated on a Master Scale or shall be field calibrated by GIPSA using GIPSA special test equipment at least once per year.
5. GIPSA testing equipment will be moved only in freight or mixed trains. There will be no sleeping accommodations on GIPSA testing equipment, nor will any representative of GIPSA accompany the testing equipment while it is in transit.
6. In case of damage to GIPSA testing equipment for which a railroad is responsible, settlement will be made for the car itself under the provisions of the current Field Manual of the AAR Interchange Rules effective at time of damage. Any other damage will be subject to negotiations between GIPSA and the responsible railroad.
7. No demurrage will be charged for track usage at any location for temporary storage of GIPSA testing equipment. No charge will be made for the use of the Belt Railway of Chicago trackage located at the GIPSA Master Scale Depot for long term storage, if needed.
8. Due to the closing of a number of Master Scales, it is recognized that the number of test cars sent to the GIPSA Chicago Master Scale Facility will increase. GIPSA agrees to perform such test car calibrations under this agreement. However, because of the uncertainties created by ice and snow buildup during test car calibration, no test cars will be calibrated at the GIPSA Chicago Master Scale facility between December 1 and March 15, except under special circumstances and only after sufficient time has been allowed for ice and snow to melt and/or be removed.

On behalf of the Safety and Operations Management Committee.

By direction of,  
**Jeffrey J. Usher**  
Asst. Vice President-Business Services

Supersedes Circular Number OT-41-G – July 1, 1988