



U.S. Department
of Transportation

**Pipeline and Hazardous
Materials Safety
Administration**

1200 New Jersey Avenue, SE
Washington, DC 20590

July 29, 2026

Sergeant Glenn Goode
Iowa State Patrol
Iowa Department of Public Safety
215 East 7th Street
Des Moines, IA 50319

Reference No. 25-0051

Dear Sgt. Goode:

This letter is in response to your April 7, 2025 letter requesting clarification of the Hazardous Materials Regulations (HMR; 49 CFR Parts 171-180) applicable to hazmat registration for lithium batteries that comprise a battery energy storage system (BESS). You describe a scenario involving lithium batteries, installed in a Cargo Transport Unit (CTU). The bill of lading enclosed with your letter indicates the dimensions of the cargo transport unit of 19.11 feet long, 8.08 feet wide, and 9.07 feet tall (approximately 1,400 cubic feet), weighing approximately 77,000 pounds. You ask if this cargo transport unit would be considered a bulk packaging under the definition in § 171.8.

Yes. As defined in § 171.8, bulk packaging is defined as a packaging, other than a vessel or a barge, including a transport vehicle or freight container, in which hazardous materials are loaded with no intermediate form of containment. Because the batteries described in your letter are housed within a single container, and wired together as a single unit, rather than being separated into individual inner packages, the container is considered a bulk packaging. In addition, registration is required under § 107.601(a)(4) for any shipment of hazardous materials in a bulk packaging (*see* § 171.8 of this chapter) that has a capacity of at least 13.24 cubic meters (468 cubic feet) for solids.

I hope this information is helpful. Please contact us if we can be of further assistance.

Sincerely,

Alexander Wolcott
Acting Chief, Regulatory Review & Reinvention
Standards and Rulemaking Division

From: [Casey, Candace \(PHMSA\)](#)
To: [Hazmat Interps](#)
Cc: [Baker, Yul \(PHMSA\)](#)
Subject: Overweight Cargo Transport Units
Date: Thursday, April 24, 2025 15:57:43
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Yul, can you process this as an incoming interp letter?

Thanks!

● C

From: Flattery, James (FMCSA) <James.Flattery@dot.gov>
Sent: Monday, April 7, 2025 8:34 AM
To: Stiles, Jessica (FMCSA) <jessica.stiles@dot.gov>
Subject: FW: Overweight Cargo Transport Units

Jess,

I took this call from the state last week. We were discussing the different requirements when Sgt. Goode asked about Hazmat Registration in relation to the below trailer. He brought up an interesting point from 107.601(a)(4). Even though a placard would not be needed, it could be argued that this trailer is a type of bulk packaging.

The trailer is a portable power station were the lithium cells are wired together during transport. I think a counter point could be made that the individual cells that could fit in your hand negate the bulk packaging definition in 171. But, if they are wired together during transport, would it not be all one unit now?

Just curious on what your thoughts were?

From: Goode Glenn <goode@dps.state.ia.us>
Sent: Friday, April 4, 2025 12:44 PM
To: Flattery, James (FMCSA) <James.Flattery@dot.gov>
Subject: FW: Overweight Cargo Transport Units

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Sergeant Glenn Goode ★523★

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From: Goode Glenn

Sent: Friday, April 4, 2025 12:07 PM

To: Krolak, Tomasz (DPS) <tomasz.krolak@state.mn.us>; Letourneau, Jacob (DPS) <jacob.letourneau@state.mn.us>

Subject: FW: Overweight Cargo Transport Units

These are what we have stopped...Trucks/trailers weigh between 110,000 pounds and 133,000 pounds.

CARRIER:


**STRAIGHT BILL OF LADING-
SHORT FORM
ORIGINAL - NOT NEGOTIABLE**

DOT# 92693

1001 Industrial Parkway McDonough GA 30253

Received, subject to the tariff (which are incorporated herein as if fully set forth) in effect on the date of issue of the Bill of Lading, the property described below, in apparent good order except as otherwise noted (condition of contents of packages unknown), marked, consigned and destined as indicated below, which the above indicated Carrier agrees to carry. It shall be the responsibility of Shipper to load, weigh and count all articles tendered for shipment and to prepare and package the cargo in such a manner so as to insure that the cargo will withstand the normal rigors of transportation by motor carrier, without special precautionary measures, and may be transported safely and without damage. If requested, Carrier will tarp the cargo (and assess tarp charges) for shipments moving on open-bed trailer equipment. In no event shall Carrier have any liability for damage related to improper packaging, bracing or support of the cargo or for vibration, water, moisture, dirt, dust, smoke, fumes, or similar cause of damage, caused in whole or in part, by failure of the shipper to properly prepare, package, or otherwise provide sufficient protective covering of the cargo.

THE TERMS AND CONDITIONS OF THIS BILL OF LADING ARE PUBLISHED IN THE ICC BOMBE 101 RULES TARIFFS, including any supplements and revisions thereof as are other important rules and procedures that may apply to this shipment, which are maintained at Carrier's office, shall be made available upon request and are published on www.bennettg.com. No party, including driver, employee, agent, or representative of the party is authorized or empowered to vary or modify any of the terms and conditions contained in this pre-printed Straight Bill of Lading and any attempt to modify, vary or add to the terms and conditions set forth herein by any party shall be null and void.

All parties hereto (shipper/consignor/consignee) hereby certify that they are familiar with said terms and conditions of the BILL OF LADING and Carrier's rules tariff, and the same are agreed to by the parties for themselves and their assigns.

FROM (Shipper's Name)

LOADING SITE

Street Address

631 WEST 4TH STREET

City

PERRIS

State

CA

Zip Code

92570

TO (Consignee's Name)

CASEY'S TRUCK SHOP

Street Address

9001 6TH STREET SW

City

CEDAR RAPIDS

State

IA

Zip Code

52404

Third Party Billing (only if approved by Credit Dept.)

Street Address

City

State

Zip Code

Number Packages	(X) H,M	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject To Correction)	Class or Ratio	CK. COL.
	X	1x20HC - STC UN3536 LITHIUM BATERIES, INSTALLED IN CARGO TRANSPORT UNIT, CLASS 9	35000KG	9	
		UN3536,lithium ion batteries, 9			
		24 HR Emergency Contact: 86-593-2583668			

UNLESS A GREATER VALUE IS DECLARED, SHIPPER HEREBY RELEASES THE VALUE TO \$2.50 (\$1.00 FOR USED GOODS) PER POUND FOR EACH ARTICLE, NOT TO EXCEED \$100,000 PER TRUCKLOAD

Carrier shall have limited liability for delays for pickup or delivery in accordance with Carrier's Rules Tariff. Carrier shall not be liable for any damage resulting from loss, use, profit, or business, non-operation or increased expense of operation, service interruption, or for any special, indirect, incidental or consequential damages. Carrier's maximum liability for delay for any cause, whatsoever, and regardless of the form of action (in contract or tort), shall be limited solely to the amount of freight charges on the shipment which is the basis of such claim. On shipments moving within Mexico, Carrier shall have no liability during any portion of the movement within Mexico in relation to the cargo or any components thereof, or to the selection of another carrier. Any loss, damage or delay claim must be filed with the Carrier within 9 months of the delivery date.

If credit is extended by Carrier, freight charges are due within 15 days of invoice. Freight charges not paid within 30 days of presentation of freight bill shall be subject to a service charge of 1.5% per month on the unpaid balance, and if collected through an attorney-at-law Carrier shall be entitled to attorney's fees of 15% of the unpaid charges or \$200.00, whichever is greater. Any suit for the collection of freight charges shall be instituted in Henry County Georgia and the parties hereto consent and submit to the exclusive venue and jurisdiction of the Federal & State Courts located in Henry County, Georgia.

DATE

**Carrier's Freight
Load Number**
Shipper's Number
Manifest Number

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

X

(Signature of Consignor)

Unless signed above, Carrier shall be entitled to collect freight charges from either shipper or consignee.

If Charges are to be prepaid, write or stamp here: "To Be Prepaid"

If Charges are to be C.O.D., the carrier accepts no such responsibility unless amount is here specified and this section signed by consignor.

C.O.D. Amount

X

(Signature of Consignor)

If shipper declares a value, the declared value is specifically stated by shipper not to exceed:

\$

(subject to excess valuation charge of \$1 for each \$100.00 or portion thereof)

(Signature of Consignor)

If Driver is to Collect Freight Charges, AMOUNT TO BE COLLECTED BY DRIVER \$

Motor No.

**CARGO
DIMENSIONS**

Length

19.11

Width

8.08

Height

9.07

Trailer No.



Sergeant Glenn Goode ★523★

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<https://dpscareers.com/>



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