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BEFORE THE  
SURFACE TRANSPORTATION BOARD

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STB Finance Docket No. 35504

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PETITION OF UNION PACIFIC RAILROAD COMPANY  
FOR A DECLARATORY ORDER

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REPLY OF UNION PACIFIC RAILROAD COMPANY  
TO MOTION TO SHOW CAUSE

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**REPLY OF UNION PACIFIC RAILROAD COMPANY  
TO MOTION TO SHOW CAUSE**

Union Pacific Railroad Company (“UP”) hereby replies to the “Motion to Show Cause” (“Motion”) filed August 27, 2013, by The American Chemistry Council, The Chlorine Institute, The Fertilizer Institute, and The National Industrial Transportation League (“Interested Parties”). The Interested Parties ask the Board to order UP to show cause why revised Items 50 and 60 of UP Tariff 6607, issued June 28, 2013, are reasonable. As support for their request, they invoke the Board’s decision in this proceeding served on April 30, 2013 (“April 30 Decision”), which addressed prior versions of Items 50 and 60.

The Board should deny the Motion. The Board did not address revised Items 50 and 60 in the April 30 Decision. That decision therefore provides no basis for a show cause proceeding. In fact, the April 30 Decision did not even order UP to modify the prior versions of those items. The Board concluded only that UP had not carried its “burden of proof as to the reasonableness” of the prior versions because it had “not provided adequate support” for requiring shippers to indemnify it against liabilities “*not due to the presence of TIH.*” April 30 Decision at 6

(emphasis added).<sup>1</sup> Nonetheless, UP addressed the Board's concern by revising its tariff to make clear that it would not require shippers to indemnify UP against such liabilities. If the Interested Parties wish to challenge the new provisions, they should file a complaint or petition for a declaration that the new provisions are unreasonable.

## I. BACKGROUND

In the above-captioned proceeding, UP asked the Board to issue a declaratory order to resolve a controversy regarding the reasonableness of former Items 50 and 60 of Tariff 6607, "General Rules for Movement of Toxic or Poison Inhalation Commodity Shipments Over the Lines of the Union Pacific Railroad." Those tariff provisions, issued in January 2009, addressed the obligations of UP and its shippers to indemnify each other against liabilities associated with UP's transportation of the shipper's toxic inhalation hazard ("TIH") commodities. On April 30, 2013, the Board issued an order denying UP's petition. The Board concluded that UP had not carried its burden of proof as to the reasonableness of the provisions. In particular, the Board expressed concern that the provisions could be read to require shippers to indemnify UP for liabilities that were not due to the presence of TIH. The Board did not order UP to take any action in response to the order, and it made clear that it was addressing only the specific provisions that UP had attached to its petition. *See, e.g.*, April 30 Decision at 3, 6.

UP subsequently revised Items 50 and 60 and other portions of Tariff 6607 to clarify that the indemnity obligations described in those items are limited to liabilities that are caused by the presence of TIH in a shipment. In particular, UP added a definition to Item 3 to make clear that the term "TIH Liabilities" in Items 50 and 60 encompasses only liabilities that are due to the

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<sup>1</sup> *See also id.* at 3 (agreeing with shipper assertions that the tariff provisions' requirement that shippers indemnify UP against "all liabilities' not caused by UP's negligence or fault" would "have a wider effect than [UP's] arguments might suggest").

presence of TIH or other hazardous commodities covered by the tariff. The new definition states:

“TIH Liabilities” shall mean Liabilities caused, whether in whole or in part, by the release, discharge, escape or presence of Commodity and which would not have been made, brought, or imposed but for such release, discharge, escape, or presence of Commodity.<sup>2</sup>

In addition, UP made several other revisions to the tariff language to respond to various concerns that shippers had expressed in their comments on the earlier tariff provisions, but that the Board had not addressed. UP issued the revised version of Tariff 6607 on June 28, 2013, with an effective date of August 1, 2013.

On August 27, 2013, the Interested Parties filed their Motion. They assert in the Motion that the Board “unequivocally determined” that the prior versions of Items 50 and 60 “were not reasonable,” that the new versions are not materially different, and that “the Board should order UP to show cause why its revised Tariff 6607 is any more reasonable than the previous Tariff 6607.” Motion at 6.

## **II. ARGUMENT**

### **A. There Is No Basis for Issuance of a Show Cause Order.**

In seeking a show cause order, the Interested Parties are attempting an end run around established Board procedures. If the Interested Parties believe that UP’s new tariff items are unreasonable, they should file a complaint. *See Reasonableness of BNSF Railway Company Coal Dust Mitigation Tariff Provisions*, FD 35557, slip op. at 4 (STB served Nov. 22, 2011) (“tariffs typically should be challenged by complaint”).<sup>3</sup> The Board could then commence a

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<sup>2</sup> The current version of UP Tariff 6607 is attached hereto as Exhibit A.

<sup>3</sup> Indeed, in the *Coal Dust* case, the Board instituted a new proceeding to address assertions that BNSF Railway Company had not adequately revised a tariff the Board had previously found to (continued...)

proceeding in which they would bear the burden of proving the items are unreasonable. *See, e.g., N. Am. Freight Car Ass'n v. BNSF Ry.*, NOR 42060 (Sub-No. 1), slip op. at 5 (Jan. 26, 2007) (“[T]he burden has consistently been placed on complainants to prove the merits of an unreasonable practice claim.”). The Interested Parties do not and cannot cite any precedent supporting their position that UP can be required to establish the reasonableness of the new Items 50 and 60.

The Board uses show cause orders only in limited situations—in particular, where there is reason to believe that a party may have violated a Board order or otherwise failed to satisfy some legal obligation.<sup>4</sup> Here, there is no order or obligation on which the Board could base such a show cause order. The April 30 Decision did not order UP to take any action or otherwise impose an obligation on UP. The Board did not find that the prior versions of Items 50 and 60 constituted an unreasonable practice under 49 U.S.C. § 10702. The Board did not order UP to stop enforcing the items and did not prescribe a different practice. *See* 49 U.S.C. § 10704(a)(1) (“When the Board, after a full hearing, decides that a . . . practice . . . does or will violate this part, the Board may prescribe the . . . practice to be followed. The Board may order the carrier to stop the violation.”). Rather, the Board responded to UP’s petition for declaratory relief by concluding that UP had not carried its burden of showing that the old tariff provisions were

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be unreasonable. Here, the Board did not determine that the prior versions of Items 50 and 60 were unreasonable.

<sup>4</sup> The only Board rule that actually refers to a show cause order is the attorney discipline rule. *See* 49 C.F.R. § 1103.5(b). In practice, the Board has issued such orders in the circumstances described above and to inquire about the status of cases that parties have not actively pursued. *See, e.g., Ohio Valley R.R.—Petition to Restore Switch Connection & Other Relief*, FD 34608, slip op. at 2 (STB served July 13, 2007) (concluding that petitioner “failed to justify keeping a formal proceeding open”).

reasonable. And, significantly, the April 30 Decision did not even address the new tariff provisions, which were not issued until June 28, 2013.

The two cases the Interested Parties cite as support for issuance of a show cause order bear no resemblance to this case. In one case, the Board issued a show cause order to require a party to explain its transfer of assets that the Board had ordered it to transfer to a different party. *Railroad Ventures, Inc.—Abandonment Exemption—Between Youngstown, OH, & Darlington, PA, In Mahoning & Columbiana Counties, OH, & Beaver County, PA*, AB-556 (Sub-No. 2X) (STB served Apr. 5, 2000). In the other case, the Board issued a show cause order to require a trail sponsor to answer evidence that it was not meeting its legal responsibilities under a trail condition imposed by a prior order. *Cent. Kan. Ry., Ltd. Liab. Co.—Abandonment Exemption—In Marion & McPherson Counties, KS*, AB-406 (Sub-No. 6X) (STB served June 23, 2000). Neither of these cases suggests that a show cause order would be appropriate in the circumstances of this case.

Moreover, the Interested Parties' Motion illustrates why issuance of a show cause order here would be inappropriate. The Motion suggests that the Interested Parties have a broader strategy of bringing piecemeal challenges to UP tariff items requiring indemnification for transporting TIH. It is apparent that the Interested Parties want to multiply proceedings and maintain uncertainty. For example, they assert that UP's revised tariff does not successfully address the Board's concern that shippers would be subject to liability not due to the presence of TIH. Yet they do not specify how the revised tariff falls short on this point, and they say the Board "need not decide that issue." Motion at 3 n.3. Similarly, they purport to "reserve" all other arguments that a tariff "restricted to uninsurable liabilities" would be unreasonable. *Id.* at 4 n.4. In the interest of efficiency and economy, the Board should require the Interested Parties to

raise and prove any claims of unreasonableness in a single proceeding, through either a complaint or their own petition for declaratory relief. Their apparent plan to raise a series of objections to UP's TIH tariff on a piecemeal basis would be an abuse of the Board's procedures.

**B. The Interested Parties Err in Their Reading of the April 30 Decision.**

The Board should also deny the Interested Parties' Motion because it is based on an erroneous reading of the April 30 Decision. The Interested Parties maintain that the Board concluded in the April 30 Decision that a railroad may not require an indemnity from a shipper for any liability for which the railroad could obtain insurance. The Interested Parties describe this purported conclusion as the Board's "second rationale for finding [the prior versions of] Items 50 and 60 not to be reasonable." Motion at 3.

The Interested Parties mischaracterize and misinterpret the April 30 Decision. *First*, as discussed above, the Board never found the prior versions of Items 50 and 60 to be unreasonable. Rather, it declined to declare affirmatively that they were reasonable. *See* April 30 Decision at 6. The Board declined to accept UP's insurance-related arguments as a basis for finding those tariff items reasonable not because the availability of insurance rendered the items unreasonable, but because "such an approach would have broad ramifications, which [the Board was] not prepared to endorse" at that time. April 30 Decision at 5.

*Second*, the Board's discussion about the use of insurance did not present an independent reason for declining to declare that the items were reasonable. Rather, the Board was explaining why UP's concerns about liability in cases of "relatively small" TIH incidents were not sufficient to justify tariff provisions that literally required indemnification for liabilities that were not due to the presence of TIH. Although the Interested Parties quote snippets of language that arguably support their interpretation, other portions of the April 30 Decision make clear that the discussion of insurance for smaller liabilities was in the context of broader concerns about

imposing on shippers liabilities for which they were not directly responsible, particularly liabilities not due to the presence of TIH. The Board made the context clear when it concluded the section of the decision addressing “smaller liabilities” by focusing on the issue of liabilities *for which TIH shippers were not responsible*:

Because there are methods of creating these incentives [to protect against smaller TIH incidents] that are significantly less onerous than *requiring shippers to bear liabilities for which they are not directly responsible*, we conclude that UP has not justified using its indemnity with respect to insurable risks.

April 30 Decision at 6 (emphasis added).

The Interested Parties’ reading of the April 30 Decision also cannot be right because the conclusion they attribute to the Board—that it is unreasonable for railroads to require shippers to provide indemnification against *any* liabilities for which the railroads can purchase insurance—would have been a significant, unexplained departure from well-established industry practice and precedent and might preclude the use of indemnification in circumstances in which shippers did not object. In particular, there was no genuine dispute that railroads may use indemnification to protect against *shipper negligence*, regardless of whether insurance is available.<sup>5</sup> One shipper even described the “traditional, bi-lateral indemnity arrangements commonly used by railroads and shippers applying on all commodities (TIH or otherwise).”<sup>6</sup> UP also showed that federal and state law permit railroads to obtain indemnification from shippers, at least against liabilities not

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<sup>5</sup> It is common practice for companies to rely on both insurance and contractual indemnity provisions to cover potential liabilities. *See, e.g.,* Patrick J. Wielinski *et al.*, *Contractual Risk Transfer* § XI.C.2 (International Risk Management Institute, Inc. 2013).

<sup>6</sup> Opening Comments of Dyno Nobel, Inc., Verified Statement of Sandy Rudolph at 4 (Jan. 25, 2012); *see also* Opening Comments of Dyno Nobel, Inc. at 3 (referring to “traditional indemnification provisions” that “have worked well for both railroads and shippers”).

attributable to the railroads' negligence.<sup>7</sup> Rather, the main issues in this proceeding were whether UP could require shippers to indemnify it against TIH-related liabilities for which *neither* UP *nor* the shipper was responsible and whether UP was in fact potentially subject to liability for damages in circumstances in which it was not at fault.

If shippers had actually objected to indemnifying UP against losses from *shipper negligence* whenever such losses might be covered in other ways, UP would have presented overwhelming evidence of the many tariffs that require shippers to indemnify railroads in such circumstances, regardless of the availability of insurance. For example, UP's "Governing Rules for Regulated Traffic," which are incorporated in other UP tariffs and almost all UP contracts involving regulated traffic, have long required shippers to indemnify UP against losses from shipper acts or omissions:

Each party shall indemnify, defend and hold the other parties harmless from and against any and all expense, cost and liability to third parties for loss and damage, including but not limited to loss and damage to commodity, personal injury or death, property damage, pollution and contamination arising out of or resulting from the acts or omissions of such party, its agents and employees.<sup>8</sup>

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<sup>7</sup> Reply Argument and Evidence of Union Pacific Railroad Company at 15-20 (Mar. 12, 2012). In fact, courts have enforced shippers' agreements to indemnify railroads for liability in various circumstances. *See, e.g., Atchison, Topeka & Santa Fe Ry. v. Sherwin-Williams Co.*, 963 F.2d 746, 747 (5th Cir. 1992) (affirming award to railroad of 50% of medical expenses it paid plaintiff and attorney fees, based on shared-liability provision of agreement governing rail service to shipper facility, where both railroad and shipper had been found negligent); *Rodriguez v. Ill. Cent. Gulf R.R.*, 395 So. 2d 1369, 1371 (La. Ct. App. 1981) (requiring shipper to bear cost of the railroad's successful defense relating to accident at private grade crossing not solely caused by the railroad's fault because shippers' addition of crossing increased likelihood of accident).

<sup>8</sup> UP Tariff 6007-B, Item 139 (Effective Mar. 1, 2006), <http://c02.my.uprr.com/wtp/pricedocs/UP6007BOOK.pdf>.

Other railroads also make extensive use of indemnification provisions that address losses from shipper negligence (and that also address allocation of liability arising from joint or concurrent negligence, unknown causes, and third parties).<sup>9</sup>

Surely the Board would not have issued a decision requiring railroads to make substantial changes to widely established risk allocation practices without addressing the implications for the railroad industry. Nor could the Board have issued such a decision without explaining how the practice could be viewed as *unreasonable*, given its widespread application and acceptance, *see Railroad Salvage & Restoration, Inc.—Petition for Declaratory Order—Reasonableness of Demurrage Charges*, NOR 42102, slip op. at 13 (STB served July 20, 2010) (industry practice informs the Board’s resolution of unreasonable practice claims), or precedent recognizing that railroads can use tariff provisions to establish liability-sharing arrangements, especially in the context of highly toxic chemicals. *See Classification Ratings of Chemicals, Conrail*, 3 I.C.C.2d 331, 337 (1986) (holding that railroad was required to provide tariff rates for transportation of certain hazardous chemicals despite concerns for allocation of risk because it had “not shown that it could not use the tariff (through publication of various governing rules) to limit [its] liability”).<sup>10</sup>

Indeed, the Interested Parties do not and cannot explain how the Board could have arrived at the conclusion they claim it reached. Apart from their own reading of the April 30

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<sup>9</sup> *See, e.g.*, BNSF Rules Book 6100-A, Items 3035, 3070; Price Authority BNSF 90096, General Rules; Tariff CSXT 4048, Supplement 3, Art. IV.C; Tariff CN 9007-A, Supplement 1, Item 6000; Tariff CN 6700-E, Items 1800, 2100; Tariff NS 6306-A, Rule 180.

<sup>10</sup> The evidence in this proceeding also demonstrated that other transportation providers routinely use indemnity provisions to protect themselves against TIH-related liabilities. *See* Opening Evidence and Argument of Norfolk Southern Railway Company at 25-27 & Exs. 12-15 (Jan. 25, 2012). Surely the Board would have addressed the implications of that evidence if it had intended to impose substantially different rules on railroads.

Decision, they cite no authority for the proposition that a railroad must rely solely on insurance to cover liabilities, rather than using indemnity provisions or other contractual provisions to allocate responsibility for certain losses. Nor do they support the suggestion that the Board was willing to bar UP from requiring a shipper to indemnify because UP could recover the costs of a liability (or insurance to cover it) by increasing its rates. *See* Motion at 3 (citing April 30 Decision at 5). The Board’s discussion about spreading costs across all traffic makes sense only in the context of its concern that TIH shippers were being required to indemnify UP against liabilities for which they are not responsible—that is, those not due to the presence of TIH. After all, Board precedent permits railroads to impose separate charges on those shippers responsible for particular costs, and the Board made no attempt to distinguish that precedent in its April 30 Decision. *See, e.g., N. Am. Freight Car Ass’n v. STB*, 529 F.3d 1166, 1172 (D.C. Cir. 2008) (upholding Board decision finding it reasonable for a railroad to impose on an individual shipper demurrage fees reflecting car storage costs that that shipper causes the railroad).<sup>11</sup>

Finally, there is additional confirmation that the Board never intended to rule as broadly as the Interested Parties suggest when it issued the April 30 Decision. When the Board instituted this proceeding, it did so to provide guidance on the particular tariff provisions before it, not to provide broader guidance to UP or the industry.<sup>12</sup> Additionally, in its April 30 Decision, the Board stated its determination “to tread carefully” in the complex area of carriage of TIH commodities, “avoiding broad pronouncements and relying instead on narrow adjudications of

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<sup>11</sup> To the contrary, the Board cited this precedent in suggesting that UP had methods of addressing its concerns “that are significantly less onerous than requiring shippers to bear liabilities for which they *are not* directly responsible.” April 30 Decision at 6 (emphasis added) (citing *N. Am. Freight Car Ass’n v. STB*). The Board was plainly recognizing that shippers might be required to bear liabilities for which they *are* responsible.

<sup>12</sup> *Union Pac. R.R.—Petition for Declaratory Order*, FD 35504, slip op. at 1, 3-4 (STB served Dec. 12, 2011).

specific tariffs.” April 30 Decision at 3. In light of these comments, the Board’s statements about the availability of insurance or the potential to recover costs through transportation rates cannot be read as “broad pronouncements” about limits on indemnity provisions; rather, they should be understood to apply only to the particular provisions at issue there, *i.e.*, the 2009 tariff provisions that the Board regarded as not limited to TIH-related liabilities. There is no reason to think that the Board intended its statements in the April 30 Decision to limit the scope of its evaluation of different tariff terms in this complex area, or to lay out broad abstract propositions that are in tension with long-standing industry practice and precedent.

If the Interested Parties wish to challenge the revised provisions that UP issued following the April 30 Decision, they should file a complaint that fully specifies the features of the new provisions that they contend are unreasonable. Then the Board will be in a position to consider the Interested Parties’ concerns in the context of a “narrow adjudication[.]” of specific tariff language, UP will not have to guess at those concerns, and waste of Board resources can be avoided.

**III. CONCLUSION**

For the reasons stated above, the Board should deny the Motion to Show Cause.

Respectfully submitted,



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*Attorneys for Union Pacific Railroad Company*

September 16, 2013

## CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of September 2013, I caused a copy of the foregoing Reply of Union Pacific Railroad Company to Motion to Show Cause to be served by first-class mail, postage prepaid, or by a more expeditious manner of delivery on all parties of record in this proceeding.



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Michael L. Rosenthal

**EXHIBIT A**



## **UP TARIFF 6607**

CONTAINING

General Rules for Movement of Toxic or Poison Inhalation  
Commodity Shipments over the Lines of the Union Pacific  
Railroad Company.

Issued By:

**E. A. HUNTER - MANAGER PRICING SERVICES**  
**B. A. ROMMEL - MANAGER PRICING SERVICES**

Union Pacific Railroad Company  
1400 Douglas Street Omaha, NE 68179

Issued: January 26, 2009  
Effective: March 4, 2009

**UP 6607**



UP 6607

TARIFF ITEM CHECKLIST

Item Number	Item/Rule Description	Version	Effective Date	Expiration Date
2	APPLICATION	A	08/01/2013	12/31/2100
3	DEFINITIONS		08/01/2013	12/31/2100
5	REVISIONS	A	08/01/2013	12/31/2100
10	TRANSPORTATION UNDER THIS TARIFF	A	08/01/2013	12/31/2100
15	ROUTING RESTRICTIONS - EXPENSE RECOVERY	A	08/01/2013	12/31/2100
20	OTHER RULES	B	08/01/2013	12/31/2100
25	EQUIPMENT	A	08/01/2013	12/31/2100
30	PRIVATE EQUIPMENT MILEAGE ALLOWANCE/CAR HIRE	A	08/01/2013	12/31/2100
35	COMMODITY LOSS OR DAMAGE	A	08/01/2013	12/31/2100
40	LADING	A	08/01/2013	12/31/2100
45	LEGAL PROCEEDING	A	08/26/2009	12/31/2100
50	TIH INDEMNITY OBLIGATIONS	E	08/01/2013	12/31/2100
55	INDEMNIFICATION - EQUIPMENT LOADING AND UNLOADING	B	08/26/2009	12/31/2100
60	TIH INDEMNITY OBLIGATIONS FOR JOINT, CONTRIBUTORY, OR CONCURRING NEGLIGENCE	E	08/01/2013	12/31/2100
62	ENFORCEABILITY	C	08/01/2013	12/31/2100
65	REJECTED SHIPMENTS	C	08/01/2013	12/31/2100
70	DEFAULT		03/04/2009	12/31/2100
75	WARRANTIES	A	08/01/2013	12/31/2100
80	SAVINGS CLAUSE		03/04/2009	12/31/2100
85	INSURANCE PROVISIONS	B	08/01/2013	12/31/2100
90	WAIVER		03/04/2009	12/31/2100
100	ATTACHMENT 1 - POISONOUS BY INHALATION HAZARD AND TOXIC BY INHALATION HAZARD MATERIALS	A	08/01/2013	12/31/2100

Issued: January 26, 2009  
Effective: March 4, 2009

UP 6607



UP 6607

Item: 2-A  
APPLICATION

**Item 2. Application:**

[C]

The rules contained in UP Rules Tariff 6607 (Tariff) apply to shipments of poisonous by inhalation (PIH) and toxic by inhalation (TIH) materials as identified in Attachment 1 hereto and materials that are classified by the U.S. Department of Transportation (DOT) as being within one or more of the categories described below, which are being shipped under the provisions of a Price Document that references this Tariff for its governing rules. Attachment 1 or the materials classified within the categories below may be amended from time to time to include or exclude materials.

- A. PIH and TIH materials as defined by DOT Hazardous Materials Regulations (HMR), 49 C.F.R. Section 171.8.
- B. Materials listed as a hazardous substance in DOT HMR, 49 C.F.R. Section 173.31(f)(2) due to the environmentally sensitive nature of the material.
- C. Infectious substances (etiologic agents) subject to DOT HMR as a Division 6.2 material.

The following hazardous materials may not be tendered for transportation under this Tariff or any Price Documents subject to this Tariff.

- A. Radioactive material subject to DOT HMR as a Class 7 material.
- B. Asbestos.
- C. Building construction debris.
- D. Waste regulated by EPA (e.g., PCB's, used oil).
- E. Medical Waste.



UP 6607

**Item: 3**  
DEFINITIONS

**Item 3. Definitions:**

For purposes of this Tariff, the capitalized terms are defined as follows:

1. "Commodity" or "Commodities" shall mean PIH or TIH materials as identified in Attachment 1 hereto and materials that are classified by DOT as being within one or more of the categories described below. Attachment 1 or the materials classified within the categories below may be amended from time to time to include or exclude materials.
  - A. PIH and TIH materials as defined by DOT Hazardous Materials Regulations (HMR), 49 C.F.R. Section 171.8.
  - B. Materials listed as a hazardous substance in DOT HMR, 49 C.F.R. Section 173.31(f)(2) due to the environmentally sensitive nature of the material.
  - C. Infectious substances (etiologic agents) subject to DOT HMR as a Division 6.2 material.
2. "Customer" shall mean a party, including its designated agent, that tenders a shipment of Commodity under a Price Document that references this Tariff.
3. "Liabilities" shall mean any and all claims, liens, causes of action, suits, demands, losses, damages (including without limitation special and consequential damages), costs, fines, penalties, judgments, and expenses (including without limitation attorneys' fees, costs of court and other legal or investigative expenses, consulting fees, costs of remediation, costs of emergency responses and evacuations, and government oversight costs).
4. "Price Document" shall mean (a) a confidential contract for rail transportation services between Railroad and a specific Customer that references this Tariff for some or all of its governing terms and conditions or (b) a common carrier rate tariff or circular that references this Tariff for some or all of its governing terms and conditions.
5. "Private Equipment" shall mean railcars supplied by or on behalf of Customer for transportation of Commodity.
6. "Railroad" shall mean Union Pacific Railroad Company.
7. "Tariff" shall mean UP Tariff 6607, "General Rules for Movement of Toxic or Poison Inhalation Commodity Shipments over Lines of the Union Pacific Railroad."

8. "TIH Liabilities" shall mean Liabilities caused, whether in whole or in part, by the release, discharge, escape, or presence of Commodity and which would not have been made, brought, or imposed but for such release, discharge, escape, or presence of Commodity.

Terms formatted or stylized in all capital letters in Items 35, 50, 60, and 62 shall have the same meaning as the defined capitalized terms above.



**UP 6607**

**Item: 5-A  
REVISIONS**

**Item 5. Revisions:**

[C]

Revisions to this Tariff will be made from time to time by revising a specific item/page or reissuing the Tariff in its entirety.



UP 6607

**Item: 10-A**  
TRANSPORTATION UNDER THIS TARIFF

**Item 10. Transportation Under This Tariff:**

[C]

Railroad shall provide line-haul transportation and, as required, switching service over Railroad's lines, of Customer's Commodity in Private Equipment from origin(s) to destination(s) via routing outlined in the Price Document.

In the event of conflict between the terms and conditions of this Tariff and those set forth in the Price Document referencing this Tariff, the terms and conditions of the Price Document shall govern.



UP 6607

**Item: 15-A**  
ROUTING RESTRICTIONS - EXPENSE RECOVERY

**Item 15. Routing Restriction Expense Recovery:**

[C]

If actions by federal, state, or local governments ban, restrict or otherwise prohibit the transportation through their jurisdictions of any Commodity or Commodities moving pursuant to the terms or routing of a Price Document referencing this Tariff, and Railroad is thereby required to re-route its trains carrying such Commodities in a way that causes Railroad to incur additional costs, Customer shall be responsible for such additional costs.

The additional costs may include, but are not limited to: costs associated with labor, equipment, fuel, additional switching operations, or increased Railroad terminal dwell time.

Railroad will use its best efforts to advise the Customer of the anticipation and/or occurrence of additional costs. Such costs will be in addition to the freight rates set forth in the Price Document and included in the calculation of total charges due from the Customer.



UP 6607

Item: 20-B  
OTHER RULES

**Item 20. Other Rules:**

This Tariff adopts by this reference the following publications:

Uniform Freight Classification	Tariff UFC 6000 series
Official Railroad Station List	Tariff OPSL 6000 series
Directory of Hazardous Materials Shipping Description	Issued by RailInc
Bureau of Explosives	Tariff BOE 6000 series
Union Pacific Railroad Company Accessorial Tariff	Tariff UP 6004 series
Union Pacific Railroad Company Tariff	Tariff UP 6007 series
Standard Transportation Commodity Code	STCC 6001-series



UP 6607

Item: 25-A  
EQUIPMENT

**Item 25. Equipment:**

[C]

Customer providing Private Equipment for transportation pursuant to a Price Document shall comply with applicable rules and regulations for private railcars established by the Association of American Railroads, U.S. Department of Transportation (DOT), and Federal Railroad Administration. Customer providing Private Equipment shall also comply with all applicable DOT Hazardous Materials Regulations, as published in Title 49 of the Code of Federal Regulations, as amended, supplemented, and revised.

Compliance with these rules and regulations shall in no way relieve Customer from any Liabilities or TIH Liabilities otherwise assumed under this Tariff or the Price Document, and it shall be the Customer's responsibility in any case to assure such compliance.

Acceptance of Private Equipment in interchange by Railroad will not relieve Customer of its obligations and shall not constitute waiver by Railroad of Customer's obligations under this Tariff.



UP 6607

Item: 30-A  
PRIVATE EQUIPMENT MILEAGE ALLOWANCE/CAR HIRE

**Item 30. Private Equipment Mileage Allowance/Car Hire:**

[C]

Customer waives payment of all mileage allowances applicable under Tariff RIC 6007 - series, as amended, supplemented, and/or reissued, which would have been due from Railroad for the use of Private Equipment in the absence of this Tariff.

Customer warrants that its interest in the Private Equipment furnished under any Price Document referencing this Tariff is sufficient to permit it to waive payments of any mileage allowances. Customer and Railroad agree that Railroad shall not be liable for any mileage allowance that may accrue or have been paid in error by Railroad on Private Equipment used under this Tariff. In the event that the owner of the Private Equipment or the person whose reporting marks appear on the Private Equipment other than Customer (Car Owner) makes a claim against Railroad for payment of mileage allowances which may have been paid in error by Railroad that have not been provided for in any Price Document referencing this Tariff (Mileage Allowance), Customer shall, upon notification thereof by Railroad, either (1) defend Railroad against and relieve Railroad from said claim or (2) reimburse Railroad for payment of the Mileage Allowance to the Car Owner.



UP 6607

Item: 35-A  
COMMODITY LOSS OR DAMAGE

**Item 35. Commodity Loss or Damage:**

[C]

Each bill of lading shall contain all information required by all applicable state and federal laws and regulations governing the transportation of Commodity.

Customer agrees not to file any claim for freight loss or damage when the amount of proven loss or damage is less than \$200.00 per carload (Minimum Claim Amount). If Customer's proven loss or damage is determined to be in excess of the Minimum Claim Amount, the Minimum Claim Amount shall be deducted from any claim against Railroad for loss or damage to Commodity.

**RAILROAD'S RESPONSIBILITY TO CUSTOMER FOR ALL LOSS OR DAMAGE SHALL BE LIMITED TO THE ACTUAL AMOUNT OF LOSS OR DAMAGE TO THE COMMODITY, WHICH SHALL NOT EXCEED THE COMMODITY'S VALUE. RAILROAD SHALL NOT BE RESPONSIBLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM COMMODITY LOSS OR DAMAGE.**

In all other respects, claims shall be processed in accordance with 49 U.S.C. Section 11706 and 49 C.F.R. Part 1005.

All lawsuits must be filed within twelve (12) months from the actual date of delivery by Railroad, or in the event of loss of shipment, from the expected date of delivery by Railroad.

Railroad shall have no obligation with regard to disposition of Commodity tendered to it for transportation other than to deliver it to Customer or party designated or deemed to have been designated by Customer, at a destination location named in the Price Document, or an alternate destination location designated or deemed to have been designated by Customer.



UP 6607

Item: 40-A  
LADING

**Item 40. Lading:**

[C]

Customer or its designated agent is solely responsible for loading, securing, and handling of Commodity in accordance with all applicable federal and state requirements and in accordance with the rules of the Association of American Railroads or as modified to meet the needs of Customer, subject to approval of Railroad's Freight Loss & Damage Department.



UP 6607

Item: 45-A  
LEGAL PROCEEDING

**Item 45. Legal Proceeding:**

[c]

Provisions of this item deleted effective August 26, 2009.



UP 6607

Item: 50-E  
TIH INDEMNITY OBLIGATIONS

**Item 50. TIH Indemnity Obligations:**

[C]

**1. RAILROAD OBLIGATION TO CUSTOMER.**

**RAILROAD SHALL SAVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER AND ANY PARENT OR AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL TIH LIABILITIES CAUSED BY RAILROAD'S SOLE NEGLIGENCE OR FAULT IN THE PERFORMANCE OF TRANSPORTATION SERVICES GOVERNED BY THIS TARIFF.**

**RAILROAD OBLIGATIONS FOR SITUATIONS IN WHICH TIH LIABILITIES ARE CAUSED BY RAILROAD'S JOINT, CONTRIBUTORY, OR CONCURRING NEGLIGENCE OR FAULT ARE DEFINED UNDER ITEM 60.**

**2. CUSTOMER OBLIGATION TO RAILROAD.**

**CUSTOMER SHALL SAVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS RAILROAD AND ANY PARENT OR AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL TIH LIABILITIES EXCEPT TIH LIABILITIES:**

- (A) CAUSED BY THE SOLE NEGLIGENCE OR FAULT OF RAILROAD;**
- (B) CAUSED BY THE NEGLIGENCE OR FAULT OF ANOTHER RAIL CARRIER THAT PARTICIPATED IN THE TRANSPORTATION; OR**
- (C) ALLOCATED TO THE RAILROAD UNDER ITEM 60.**

**CUSTOMER'S OBLIGATIONS UNDER THIS ITEM MAY ARISE WHEN TIH LIABILITIES ARE CAUSED BY THE FOLLOWING TYPES OF EVENTS, WHICH ARE DESCRIBED ONLY FOR PURPOSES OF ILLUSTRATION, AND NOT FOR PURPOSES OF LIMITATION:**

- a. FAILURE OF OR DEFECT IN EQUIPMENT TENDERED BY CUSTOMER FOR THE TRANSPORTATION OF COMMODITY;**
- b. LOADING, SEALING, AND SECURING COMMODITY IN EQUIPMENT TENDERED BY CUSTOMER FOR TRANSPORTATION OF COMMODITY;**
- c. UNLOADING, TRANSFERRING, DELIVERING, TREATING, DUMPING, STORING, OR DISPOSING COMMODITY NOT CAUSED BY THE SOLE OR**

**CONCURRING NEGLIGENCE OR FAULT OF RAILROAD; AND**

- d. INCIDENTS FOR WHICH RAILROAD IS HELD STRICTLY LIABLE FOR TIH LIABILITIES NOT CAUSED, EITHER IN WHOLE OR IN PART, BY THE SOLE OR CONCURRING NEGLIGENCE OR FAULT OF RAILROAD.**

**3. ADDITIONAL OBLIGATIONS FOR RAILROAD AND CUSTOMER.**

**ANY INDEMNIFIED PARTY SHALL, AT THE EXPENSE OF THE INDEMNIFYING PARTY, COOPERATE WITH AND TAKE ALL SUCH ACTIONS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST TO ASSIST THE INDEMNIFYING PARTY IN THE INVESTIGATION AND DEFENSE OF ACTUAL, ALLEGED, OR THREATENED TIH LIABILITIES.**



UP 6607

**Item: 55-B**  
INDEMNIFICATION - EQUIPMENT LOADING AND  
UNLOADING

**Item 55 - Indemnification - Equipment Loading And Unloading:**

[c]

Provisions of this item deleted effective August 26, 2009



UP 6607

**Item: 60-E**  
TIH INDEMNITY OBLIGATIONS FOR JOINT,  
CONTRIBUTORY, OR CONCURRING NEGLIGENCE

**Item 60. TIH Indemnity Obligations for Joint, Contributory, or Concurring Negligence:**  
**[C]**

**1. ALLOCATION OF RESPONSIBILITY.**

**WHEN TIH LIABILITIES ARE CAUSED, IN WHOLE OR IN PART, BY THE JOINT, CONTRIBUTORY, OR CONCURRING NEGLIGENCE OR FAULT OF**

- (A) RAILROAD AND CUSTOMER;**
- (B) RAILROAD AND ANY OTHER PARTY; OR**
- (C) RAILROAD, CUSTOMER, AND ANY OTHER PARTY,**

**RESPONSIBILITY FOR TIH LIABILITIES SHALL BE ADJUDICATED UNDER PRINCIPLES OF COMPARATIVE FAULT IN WHICH THE TRIER OF FACT SHALL DETERMINE THE PERCENTAGE OF RESPONSIBILITY FOR EACH NEGLIGENT OR AT FAULT PARTY.**

**2. RAILROAD OBLIGATION TO CUSTOMER.**

**RAILROAD SHALL SAVE, INDEMNIFY, AND HOLD HARMLESS CUSTOMER, AND ANY PARENT OR AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FOR TIH LIABILITIES ALLOCATED TO RAILROAD IN PROPORTION TO RAILROAD PERCENTAGE OF RESPONSIBILITY DETERMINED UNDER PARAGRAPH 1.**

**3. CUSTOMER OBLIGATION TO RAILROAD.**

**CUSTOMER SHALL SAVE, INDEMNIFY, AND HOLD HARMLESS RAILROAD, AND ANY PARENT OR AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FOR ALL TIH LIABILITIES NOT ALLOCATED TO RAILROAD UNDER PARAGRAPH 1, EXCEPT TIH LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF ANOTHER RAIL CARRIER THAT PARTICIPATED IN THE TRANSPORTATION.**

**4. ADDITIONAL OBLIGATIONS FOR RAILROAD AND CUSTOMER.**

**ANY INDEMNIFIED PARTY SHALL, AT THE EXPENSE OF THE INDEMNIFYING PARTY, COOPERATE WITH AND TAKE ALL SUCH ACTIONS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST TO ASSIST THE INDEMNIFYING PARTY IN THE INVESTIGATION AND DEFENSE OF ACTUAL, ALLEGED, OR THREATENED TIH LIABILITIES.**

**5. EFFECT OF AGREEMENTS OR SETTLEMENTS.**

**NEITHER RAILROAD NOR CUSTOMER MAY REDUCE ITS PERCENTAGE OF RESPONSIBILITY DETERMINED UNDER PARAGRAPH 1 OR TIH LIABILITIES UNDER THIS TARIFF BY AGREEMENT OR SETTLEMENT WITH ANY OTHER PARTY OR CLAIMANT.**



UP 6607

Item: 62-C  
ENFORCEABILITY

**Item 62. Enforceability:**

[C]

**RAILROAD AND CUSTOMER INTEND TO MEET THE REQUIREMENTS OF THE EXPRESS NEGLIGENCE TEST UNDER CERTAIN STATE LAWS. THE INDEMNIFICATION PROVISIONS AND ALLOCATIONS OF RESPONSIBILITY SET FORTH IN ITEMS 50 AND 60 IN THIS TARIFF SHALL APPLY EVEN IF THE TIH LIABILITIES ARE ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, OR STRICT LIABILITY OF THE INDEMNIFIED PARTY.**



UP 6607

Item: 65-C  
REJECTED SHIPMENTS

**Item 65. Redirected Shipments:**

[C]

If, prior to reaching its destination, any shipment subject to this Tariff is redirected or halted in transit to comply with any order or directive of any governmental body or agency or any court prohibiting, regulating, restricting, or modifying movement of a loaded car subject to this Tariff, or prohibiting, regulating, or restricting delivery of the Commodity, Railroad and any other rail carrier participating in the transportation will institute emergency routing protocols for the handling of such shipment(s).

In the event of such occurrence, the inbound rate set forth in the Price Document referencing this Tariff may not apply to such redirected, refused, rejected, or halted shipment(s). In the event a revised freight rate reflecting the redirection or revised movement is established, the party responsible for paying the inbound freight charges shall be responsible for payment of revised freight rate.

TIH Liabilities for such redirected shipments shall be allocated in accordance with Items 50, 60, and 62.



UP 6607

Item: 70  
DEFAULT

**Item 70. Default:**

Any of the following events shall constitute a Default hereunder:

1. Failure of Customer to pay when due and payable any payment of charges during the term of a Price Document making reference to this Tariff; or
2. Failure by any party to perform, keep or observe any material term, provision, warranty or condition contained in this Tariff, unless otherwise excused by the terms of this Tariff.

If any party to a Price Document referencing this Tariff fails to correct a default hereunder within thirty (30) days after written notice to do so, the party serving such notice may unilaterally terminate its participation in the Price Document forthwith. Waiver of any default shall not be construed as a waiver of either a subsequent or continuing default. Termination of the Price Document shall not affect a party's liability by reason of any act, default, or occurrence prior to such termination.



UP 6607

Item: 75-A  
WARRANTIES

**Item 75. Warranties:**

[C]

Each party hereto acknowledges and understands that the Commodity to be transported under a Price Document referencing this Tariff is hazardous to life, health, property, and the environment as a toxic or hazardous substance.

Railroad shall be relieved from any responsibility to switch or pick up railcars from Customer's facility, if, in the opinion of Railroad's employees, the facility is contaminated with toxic substances in the area of Railroad's operation. Railroad reserves the right to inspect Customer's loading or unloading facility upon five (5) days' advance written notification. If Railroad determines the area of Railroad's operation is contaminated, Railroad shall be relieved of its obligation to transport any additional railcars to or from the facility until the area has been remediated to Railroad's satisfaction.



UP 6607

Item: 80  
SAVINGS CLAUSE

**Item 80. Savings Clause:**

If any one or more of the provisions contained in this Tariff shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Tariff but this Tariff shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



UP 6607

Item: 85-B  
INSURANCE PROVISIONS

**Item 85. Insurance Provisions:**

[C]

For purposes of transporting Commodity under terms of a Price Document referencing this Tariff, Customer agrees to keep in force General Liability Insurance (containing Broad Form Contractual Liability) **and** Pollution Legal Liability Insurance that provides protections against pollution from any occurrence involving Customer's Commodity with **minimum** policy limits of not less than \$25 million per occurrence and Customer shall name Railroad as additional insured on such insurance for TIH Liabilities arising under this Tariff.

Customer will also maintain statutory Workers' Compensation and Employers' Liability Insurance, which shall include a waiver of subrogation in favor of Railroad to the extent of TIH Liabilities and indemnities assumed by Customer under this Tariff.

Customer is not allowed to self-insure without the prior written consent of Railroad. If granted, financial responsibility for TIH Liabilities of Customer must be covered directly by Customer in lieu of insurance. Any and all TIH Liabilities of Customer that would otherwise, in accordance with the provisions of this Tariff, be covered by Customer's insurance will be covered as if Customer elected not to include deductible, self-insured retention, or other financial responsibility for claims.



UP 6607

Item: 90  
WAIVER

**Item 90. Waiver:**

The failure of any party to enforce any provision of this Tariff or to prosecute any default shall not be considered a waiver of that provision nor bar prosecution of that default unless such party so indicates in writing.



UP 6607

Item: 100-A  
ATTACHMENT 1 - POISONOUS BY INHALATION HAZARD  
AND TOXIC BY INHALATION HAZARD MATERIALS

**Item: 100 Attachment 1 Poisonous by Inhalation Hazard and Toxic by Inhalation Hazard Materials**

[C]

**ATTACHMENT 1**

Poisonous by Inhalation Hazard And Toxic by Inhalation Hazard Materials

HMRC	STCC	DESCRIPTION
4821019		WASTE ALLYL ALCOHOL
4821029		WASTE, TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
4821722		WASTE HEXACHLOROCYCLO- PENTADIENE
4830030		WASTE SULFURIC ACID, FUMING
4904210	2819815	AMMONIA, ANHYDROUS
4904211	2819815	AMMONIA SOLUTION
4904879	3533945	AMMONIA, ANHYDROUS
4907409	2899799	ISOBUTYL ISOCYANATE
4907434	2899799	ETHYL ISOCYANATE
4909306	2899799	ISOPROPYL ISOCYANATE
4909307	2899799	METHOXYMETHYL ISOCYANATE
4910370	2899799	METHACRYLONITRILE, STABILIZED
4916138	2899799	PENTABORANE
4918180	2899799	TETRANITROMETHANE
4918505	2899799	BROMINE PENTAFLUORIDE
4918507	2899799	BROMINE TRIFLUORIDE
4920101	2818890	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.
4920102	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920103	2818890	COMPRESSED GAS, TOXIC OXIDIZING, CORROSIVE, N.O.S.
4920104	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.
4920105	2818890	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.
4920106	2818890	SELENIUM HEXAFLUORIDE
4920107	2818890	DIBORANE
4920108	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920110	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920111	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.
4920112	2813975	NITRIC OXIDE, COMPRESSED
4920113	2818890	NITRIC OXIDE AND DINITROGEN TETROXIDE MIXTURES
4920115	2818890	INSECTICIDE GASES, TOXIC FLAMMABLE, N.O.S.
4920122	2818890	HYDROGEN SELENIDE ANHYDROUS
4920135	2818890	ARSINE
4920160	2818890	PHOSPHINE
4920164	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.

4920165	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.
4920167	2818890	STIBINE
4920173	2818890	OXYGEN DIFLUORIDE, COMPRESSED
4920174	2818890	DINITROGEN TETROXIDE
4920175	2818890	NITROGEN TRIOXIDE
4920178	2818890	CYANOGEN CHLORIDE, STABILIZED
4920180	2818890	FLUORINE, COMPRESSED
4920181	2818890	COMPRESSED GAS, TOXIC, N.O.S.
4920184	2818820	PHOSGENE
4920187	2818890	SULFUR TETRAFLUORIDE
4920188	2818890	TELLURIUM HEXAFLUORIDE
4920189	2818890	CHLORINE PENTAFLUORIDE
4920195	2818890	LIQUEFIED GAS, TOXIC, N.O.S.
4920301	2818890	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.
4920303	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920304	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920305	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920307	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920308	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920309	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.
4920310	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.
4920311	2818890	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.
4920312	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920313	2818890	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.
4920314	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920315	2818890	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.
4920316	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920317	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.
4920318	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
4920319	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.
4920320	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920321	2818890	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.
4920324	2818890	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.
4920325	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
4920326	2818890	PHOSPHORUS PENTAFLUORIDE, COMPRESSED
4920331	2818890	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.
4920337	2818890	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.
4920342	2818890	ETHYLENE OXIDE AND CARBON DIOXIDE MIXTURE
4920343	2818890	CARBON MONOXIDE AND HYDROGEN MIXTURE, COMPRESSED
4920344	2818890	OIL GAS, COMPRESSED
4920346	2813964	TRIFLUOROCHLOROETHYLENE, STABILIZED
4920347	2818890	TRIFLUOROACETYL CHLORIDE
4920348	2818890	HYDROGEN IODIDE, ANHYDROUS
4920349	2818890	BORON TRICHLORIDE
4920351	2818890	CARBONYL SULFIDE
4920352	2818890	CHLORINE TRIFLUORIDE
4920353	2818239	ETHYLENE OXIDE
4920354	2818890	GERMANE
4920355	2813950	METHYL MERCAPTAN
4920356	2818890	PERCHLORYL FLUORIDE
4920357	2818890	SILICON TETRAFLUORIDE

4920359	2819815	AMMONIA, ANHYDROUS
4920360	2819815	AMMONIA SOLUTIONS
4920368	2818890	LIQUEFIED GAS, TOXIC, N.O.S.
4920369	2818890	LIQUEFIED GAS, TOXIC, N.O.S.
4920371	2818890	TUNGSTEN HEXAFLUORIDE
4920373	2818890	COMPRESSED GAS, TOXIC, N.O.S.
4920375	2818890	COMPRESSED GAS, TOXIC, N.O.S.
4920378	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.
4920379	2818890	COMPRESSED GAS, TOXIC FLAMMABLE, N.O.S.
4920380	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.
4920381	2818890	LIQUEFIED GAS, TOXIC FLAMMABLE, N.O.S.
4920382	2818890	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.
4920392	2879951	CHLOROPICRIN AND METHYL CHLORIDE MIXTURES
4920394	2818890	METHYLCHLOROSILANE
4920395	2818890	CYANOGEN
4920396	2818890	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.
4920398	2818890	DICHLOROSILANE
4920399	2813932	CARBON MONOXIDE, COMPRESSED
4920502	2813920	HYDROGEN BROMIDE, ANHYDROUS
4920503	2813922	HYDROGEN CHLORIDE, ANHYDROUS
4920504	2813922	HYDROGEN CHLORIDE, REFRIGERATED LIQUID
4920508	2819997	SULFUR DIOXIDE
4920509	2818890	NITROSYL CHLORIDE
4920510	2818890	GAS IDENTIFICATION SET
4920511	2813932	CARBON MONOXIDE, REFRIGERATED LIQUID
4920513	2813946	HYDROGEN SULFIDE
4920515	2818890	HEXAETHYL TETRAPHOSPHATE AND COMPRESSED GAS MIXTURES
4920516	2813914	CHLOROPICRIN AND METHYL BROMIDE MIXTURES
4920518	2813914	METHYL BROMIDE
4920522	2819972	BORON TRIFLUORIDE
4920523	2812815	CHLORINE
4920526	2818890	SULFURYL FLUORIDE
4920527	2912130	COAL GAS, COMPRESSED
4920528	2818890	HEXAFLUROACETONE
4920530	2818890	ORGANIC PHOSPHATE, MIXED WITH COMPRESSED GAS
4920534	2818890	GAS SAMPLE, NON-PRESSURIZED, TOXIC, FLAMMABLE, N.O.S.
4920535	2818890	PARATHION AND COMPRESSED GAS MIXTURE
4920536	2818890	GAS SAMPLE, NON-PRESSURIZED, TOXIC, N.O.S.
4920547	2818890	CHLOROPICRIN AND METHYL BROMIDE MIXTURES
4920550	2879936	INSECTICIDE GASES, TOXIC, N.O.S.
4920559	2818890	CARBONYL FLUORIDE
4920570	2818890	COMPRESSED GAS, TOXIC, N.O.S.
4920571	2818890	LIQUEFIED GAS, TOXIC, N.O.S.
4920715	2818008	BROMINE CHLORIDE
4921000	2899799	TOXIC BY INHALATION LIQUID,N.O.S.
4921003	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
4921004	2818009	ALLYLAMINE
4921006	2899799	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.
4921008	2899799	METHYL PHOSPHONOUS DICHLORIDE
4921009	2899799	CHLOROACETONITRILE
4921010	2899799	CYCLOHEXYL ISOCYANATE

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Effective: August 1, 2013

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4921016	2819415	PHOSPHORUS TRICHLORIDE
4921019	2818410	ALLYL ALCOHOL
4921020	2818037	ETHYL CHLOROFORMATE
4921023	2899799	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.
4921024	2899799	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
4921027	2815207	N-BUTYL ISOCYANATE
4921028	2819434	HYDROCYANIC ACID, AQUEOUS SOLUTIONS
4921029	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S. (HYDROGEN SULFIDE, 1,3 BUTADIENE)
4921063	2899799	TRIMETHYLACETYL CHLORIDE
4921202	2818023	DIMETHYLHYDRAZINE, UNSYMMETRICAL
4921207	2899799	SEC-BUTYL CHLOROFORMATE
4921211	2899799	ISOBUTYL CHLOROFORMATE
4921213	2899799	TRIMETHOXY SILANE
4921216	2815151	PHENYL ISOCYANATE
4921239	2819434	HYDROGEN CYANIDE, SOLUTION IN ALCOHOL
4921245	2899799	METHANESULFONYL CHLORIDE
4921248	2818123	CROTONALDEHYDE, STABILIZED
4921251	2818023	DIMETHYLHYDRAZINE, SYMMETRICAL
4921252	2899799	ISOPROPYL CHLOROFORMATE
4921254	2899799	DIKETENE, STABILIZED
4921255	2899799	METHYL ORTHOSILICATE
4921275	2899799	METHYLDICHLOROARSINE
4921287	2819962	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
4921288	2819962	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
4921304	2899799	METHYL IODIDE
4921401	2818915	ACETONE CYANOHYDRIN, STABILIZED
4921402	2899799	2-CHLOROETHANAL
4921404	2899799	ETHYLDICHLOROARSINE
4921405	2818131	DIMETHYL SULFATE
4921413	2818920	PHENYL MERCAPTAN
4921414	2818830	CHLOROPICRIN
4921420	2818138	ETHYLENE CHLOROXYDRIN
4921437	2819416	PHOSPHORUS OXYCHLORIDE
4921438	2879934	METHYL BROMIDE AND ETHYLENE DIBROMIDE MIXTURES, LIQUID
4921439	2899799	CHLOROACETONITRILE
4921440	2899799	METHACRYLONITRILE, STABILIZED
4921441	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.
4921447	2899799	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.
4921458	2899799	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.
4921462	2819971	TITANIUM TETRACHLORIDE
4921463	2899799	TETRANITROMETHANE
4921465	2899799	THIOPHOSGENE
4921473	2899799	PERCHLOROMETHYL MERCAPTAN
4921487	2818063	METHYL ISOTHIOCYANATE
4921495	2899799	2-METHYL-2-HEPTANETHIOL
4921497	2818184	ETHYLENE DIBROMIDE
4921558	2818104	CHLOROACETONE, STABILIZED
4921587	2899799	PHENYL CARBYLAMINE CHLORIDE
4921695	2899799	METHYL PHOSPHONIC DICHLORIDE
<p>Issued: June 28, 2013  Effective: August 1, 2013</p> <p style="text-align: center;"><b>UP 6607</b></p> <p style="text-align: right;">Page: 4 of 5  Item: 100-A  Continued on next page</p>		

4921722	2818331	HEXACHLOROCYCLOPENTADIENE
4921727	2818168	BROMOACETONE
4921730	2899799	N-BUTYL CHLOROFORMATE
4921741	2899799	3,5-DICHLORO-2,4,6- TRIFLUOROPYRIDINE
4921742	2899799	ETHYL PHOSPHONOUS DICHLORIDE, ANHYDROUS
4921744	2899799	ETHYL PHOSPHORODICHLORIDATE
4921745	2899799	ETHYL PHOSPHONOTHIOIC DICHLORIDE, ANHYDROUS
4921746	2899796	CHLOROPIVALOYL CHLORIDE
4921756	2899799	N-PROPYL CHLOROFORMATE
4923113	2899799	ALLYL CHLOROFORMATE
4923117	2815210	CHLOROACETYL CHLORIDE
4923209	2899799	ARSENIC TRICHLORIDE
4923298	2899799	THIOPHOSGENE
4927004	2899799	IRON PENTACARBONYL
4927006	2899799	ETHYLENEIMINE, STABILIZED
4927007	2818101	ACROLEIN, STABILIZED
4927008	2818454	METHYL CHLOROFORMATE
4927009	2818288	METHYL ISOCYANATE
4927010	2819535	NICKEL CARBONYL
4927011	2899799	METHYLHYDRAZINE
4927012	2899799	METHYL CHLOROMETHYL ETHER
4927014	2819434	HYDROGEN CYANIDE, STABILIZED
4927018	2899799	TOXIC BY INHALATION LIQUID, N.O.S.
4927019	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
4927022	2818057	METHYL VINYL KETONE, STABILIZED
4927023	2899799	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.
4927024	2899799	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.
4927025	2899799	N-PROPYL ISOCYANATE
4927026	2899799	TERT-BUTYL ISOCYANATE
4927028	2899799	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
4927029	2899799	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.
4927031	2899799	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.
4927034	2899799	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, NOS
4927035	2899799	ETHYL ISOCYANATE
4927036	2899799	ISOBUTYL ISOCYANATE
4927037	2899799	ISOPROPYL ISOCYANATE
4927038	2899799	METHOXYMETHYL ISOCYANATE
4927039	2819961	SULPHURYL CHLORINE
4930024	2819484	HYDROGEN FLUORIDE, ANHYDROUS
4930030	2819340	SULFURIC ACID,FUMING
4930050	2819325	SULFUR TRIOXIDE, STABILIZED
4930204	2819422	CHLOROSULFONIC ACID
4930260	2819961	SULFURYL CHLORIDE
4931201	2819216	NITRIC ACID, RED FUMING
4932010	2899799	BORON TRIBROMIDE
4932352	2819416	PHOSPHORUS OXYCHLORIDE
4932385	2819971	TITANIUM TETRACHLORIDE
4933327	2899799	ETHYL CHLOROTHIOFORMATE
4935231	2899799	TRICHLOROACETYL CHLORIDE
4936110	2819919	BROMINE