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January 13, 2012

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

RE: **Finance Docket No. 35517, *CF Industries, Inc. v. Indiana & Ohio Railway Company, Point Comfort and Northern Railway Company, and Michigan Shore Railroad, Inc.***

Dear Ms. Brown:

Enclosed for e-filing is the Public Opening Statement by RailAmerica, Inc., Alabama Gulf Coast Railway LLC, Indiana & Ohio Railway Company, Point Comfort and Northern Railway Company, and Michigan Shore Railroad, Inc.

Thank you for your assistance. If you have any questions please call or email me.

Sincerely yours,

Louis E. Gitomer
Attorney for RailAmerica, Inc., Alabama Gulf Coast Railway LLC, Indiana & Ohio Railway Company, Point Comfort and Northern Railway Company, and Michigan Shore Railroad, Inc.

Enclosure

BEFORE THE

SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35517

CF INDUSTRIES, INC.
v.
INDIANA & OHIO RAILWAY COMPANY, POINT COMFORT AND NORTHERN RAILWAY COMPANY, AND MICHIGAN SHORE RAILROAD, INC.

OPENING OF RAILAMERICA, INC., ALABAMA GULF COAST RAILWAY LLC, INDIANA & OHIO RAILWAY COMPANY, POINT COMFORT AND NORTHERN RAILWAY COMPANY, AND MICHIGAN SHORE RAILROAD, INC.

VOLUME 1 – PUBLIC VERSION

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Dated: January 13, 2012

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Respondents[1] request the Surface Transportation Board (the "Board") to declare that the practices adopted in AGR Tariff 0900-1, and similar tariffs[2] are not unreasonable. In particular, Respondents request the Board to declare that it is not an unreasonable practice to: (1) require shippers of TIH/PIH[3] to provide advance notice that a shipment of TIH/PIH is being made to a destination on a Respondent short line rail;[4] (2) conduct an inspection at interchange as required by 49 C.F.R. Part 174;[5] (3) notify the recipient of the TIH/PIH shipment of the impending

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[1] Respondents are RailAmerica, Inc. ("RailAmerica"), Alabama Gulf Coast Railway LLC ("AGR"), Indiana & Ohio Railway Company ("IORY"), Point Comfort and Northern Railway Company ("PCN"), and Mid-Michigan Railroad, Inc. ("MMRR"). The Michigan Shore Railroad ("MSR") is an unincorporated division of the MMRR. AGR, IORY, PCN, and MSR are referred to as the "Respondent Railroads."

[2] A copy of AGR Tariff 0900-1 and the other tariffs involved in this proceeding are in Exhibit A.

[3] TIH/PIH is used as the abbreviation for Toxic Inhalation Hazards and Poison Inhalation Hazards.

[4] AGR Tariff 0900-1, Item 1000(B).

[5] AGR Tariff 0900-1, Item 1000(C) is designed to specifically comply with the provisions of 49 C.F.R. §174.9 requiring an inspection at interchange to determine that the car carrying TIH/PIH complies with the requirements of 49 C.F.R. §174.3.

delivery;[6] (4) move TIH/PIH cars for delivery in priority train service;[7] and (5) limit the number of TIH/PIH cars in a priority train.[8] Respondents request that the Board declare that the numerous versions of the SOP, as defined below, are mere proposals and not tariffs or enforceable contracts because the movement of trains containing TIH/PIH are governed by the Tariffs and not the SOP.

Respondents contend, and ask the Board to find, that the practices in Tariff AGR 0900-1 are valid and enforceable because they (1) provide protection for the railroads delivering TIH/PIH, the employees of those railroads, the local communities that the railroads pass through on their way to deliver TIH/PIH, the cargo of other shippers, the TIH/PIH shippers themselves, and the investors in short line railroads from the catastrophic consequences of a potentially deadly release of TIH/PIH; (2) impose a minimal burden on the shippers of TIH/PIH; and (3) enhance each railroad's ability to comply with the requirements of 49 C.F.R. Part 174 (the "Rules"). Respondents also request the Board to conclude that railroads may develop and implement any practice without first conducting a scientific study to justify the practice.

BACKGROUND

As a result of several railroad accidents over several years involving the release of TIH/PIH and other chemicals, senior management of RailAmerica[9] considered alternatives and developed proposals for reducing the risks of handling TIH/PIH on the short line railroad subsidiaries of RailAmerica. RailAmerica decided to address these risks for a number of reasons.

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[6] AGR Tariff 0900-1, Item 1000(D).
[7] AGR Tariff 0900-1, Item 1000(E).
[8] AGR Tariff 0900-1, Item 1000(F).
[9] RailAmerica is a holding company that provides shared services to its affiliated and subsidiary companies, including the Respondent Railroads.

Regardless of the extreme danger posed by transporting TIH/PIH[10], Respondents recognize that they have a common carrier obligation to carry TIH/PIH.[11] Even while fulfilling its common carrier obligation, a railroad should not be prohibited from initiating reasonable measures to reduce the risks involved in handling TIH/PIH. Further, a railroad should not view the Rules as the sole means to reduce such risks. In fact, even the FRA has encouraged railroads to do more. *See* 74 FR 1793 (January 13, 2009).

On January 6, 2005, two Norfolk Southern trains collided near the Avondale Mills Plant near Graniteville, South Carolina. One of the tank cars containing 90 tons of chlorine gas ruptured and some of the gas was released. Chlorine gas is a pulmonary irritant with intermediate water solubility that causes acute damage in the upper and lower respiratory tract. Exposure to chlorine gas is almost always fatal. It is an asphyxiating gas as recognized by the Geneva Convention. Nine people died as a result of the release near Graniteville in 2005 and two hundred and fifty people were treated for exposure to the chlorine gas. Numerous residents were evacuated from the area for at least two weeks. The Avondale Mills Plant subsequently closed and its workers were out of work. The total costs and economic losses associated with the release of the chlorine gas are not known to Respondent Railroads because some of the settlement was confidential; however, Respondent Railroads are aware that such costs to the

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[10] Respondents note that the use of TIH/PIH has been outlawed for use in war by the international community. "Whereas the use in war of asphyxiating, poisonous or other gases, and of all analogous liquids materials or devices, has been justly condemned by the general opinion of the civilized world; and Whereas the prohibition of such use has been declared in Treaties to which the majority of Powers of the world are Parties; and To the end that this prohibition shall be universally accepted as a part of International Law, binding alike the conscience and the practice of nations" **Protocol for the Prohibition of the Use of Asphyxiating, Poisonous or Other Gases, and of Bacteriological Methods of Warfare. Geneva, 17 June 1925** (the "Geneva Convention"). Conversely, the use of nuclear materials has not been outlawed.

[11] *Union Pacific Railroad Company-Petition for Declaratory Order*; STB Finance Docket No. 35219 (STB served June 11, 2009).

Class I railroad involved exceeded $50 million. The Respondent Railroads are each Class III railroads and all of them combined generate less than $32,000,000 in revenue per year and none of them could afford the costs associated with the release of chlorine gas or similar TIH/PIH commodities.[12] Therefore, every time that a Respondent Railroad transports a car of TIH/PIH, it is a "bet the farm" scenario for both the short line railroad and the communities along the line. Not only is the potential financial loss to the short line railroad ruinous, but even a small release can cause irreparable harm to the railroad in its dealings with the local community. Unlike Class I railroads, short line railroads serve local constituencies, not half the country. As an example, the PCN is only 19 miles long. Transportation is a competitive business, and PCN recognizes that the goodwill of its customers and the local communities that it serves is necessary to its success. For a further explanation of the financial and operating risks to short line railroads, see the Verified Statement of Keith T. Borman, Vice President and General Counsel of the American Short Line and Regional Railroad Association in Exhibit E.

While complying with numerous multi-agency federal and state regulations, Respondent Railroads must be good stewards to their employees, to the local communities that the railroads pass through on their way to deliver TIH/PIH, of the cargo of other shippers, of the TIH/PIH shippers themselves, and for the investors in short line railroads, especially when handling potentially lethal commodities like TIH/PIH. To Respondent Railroads, being a good steward means being legally compliant **and** establishing safety protocols in order to reduce risks associated with their respective operations. Respondent Railroads adopted the AGR Tariff 0900-

[12] Pursuant to 49 C.F.R. §1201 1-1(a) a Class III railroad has annual carrier operating revenues of $20 million or less subject to a deflator formula. The most recent deflator developed by the Board is 62.71 percent. 76 FR 52384 (August 22, 2011) resulting in the Class II threshold being about $32, 000,000.

1 as a necessary safety protocol to complement the Federal safety requirements for handling TIH/PIH.

In order to address these concerns, RailAmerica, as owner of numerous short line railroads, established an internal team to develop proposals for reducing the risks of handling TIH/PIH on its short line railroad subsidiaries. Mr. James Shefelbine testified that he led the team and, after numerous meetings with members of the team and others, a working document was developed entitled the "TIH/PIH Standard Operating Practice Implementation Proposal" (the "SOP"). As it states on page 1 of the SOP, it was "A proposal to enhance RailAmerica's policies and procedures for handling TIH/PIH commodities." The first draft of the SOP contained numerous recommendations. Subsequent iterations and versions were developed after further input from various RailAmerica and Respondent Railroads' personnel were obtained. See Exhibit B containing several different SOPs.

As illustrative only, the January 18, 2010 SOP contained a number of recommendations that included:

"Dedicated Trains"

"Speed limits of 10 miles per hour"

"At least one spacer car between the locomotive and TIH/PIH car"[13]

"Inspection of each TIH/PIH car at interchange by a qualified inspector"[13]

"An employee accompany each TIH/PIH car while on railroad property"

"Advance notification of a TIH/PIH car"

"Surcharges for TIH/PIH cars to cover costs"

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[13] It should be noted that this recommendation was not intended to conflict with 49 CFR §174.85 or 49 CFR §174.9 but identified by the team for the purpose of complementing such regulations to enhance safety.

Although the SOP made these recommendations, it is important to note that the Tariffs do not require dedicated trains, speed limits of 10 miles per hour, or surcharges. Indeed, Respondent Railroads were, and still are, receptive to adapting the Tariffs to the local operating conditions and the needs of their shippers.[14] However, Respondent Railroads should not be required agree to changes that force them to violate the requirements of 49 C.F.R. Part 174, such as speed restrictions.

Once the SOP was developed, it was provided to senior management of RailAmerica for their input. The next step was to review the SOP with the general managers of the RailAmerica subsidiary railroads handling TIH/PIH to discuss the practicalities of implementation and those "recommendations" from the SOP that would not be implemented. Following the internal review by RailAmerica and its railroad subsidiaries, the SOP was provided to two shippers of TIH/PIH[15] and associations whose members shipped TIH/PIH.[16] The goal of these meetings was to communicate ideas and facilitate discussion with shippers that would reduce the likelihood of catastrophic TIH/PIH release and to solicit input from shippers of TIH/PIH and refine the recommendations in the SOP so that the short line railroads and their shippers could proceed with an enhanced safety program.

The shippers and their associations did not comment on the SOP. To say that RailAmerica was disappointed in the lack of any input would be an understatement. RailAmerica hoped to combine its railroad experience with the manufacturing and distribution experience in order to meet the joint interests of both shippers, RailAmerica and Respondent Railroads. Without any input from shippers, the Respondent Railroads were left to act on their

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[14] See the Exhibit F, Deposition of James Shefelbine at page 62 (line 20) through page 63 (line 17) and page 66 (line 2) through page 68 (line 23).
[15] PCS and Dow Chemical.
[16] The American Chemistry Council, the Fertilizer Institute and the Chlorine Institute.

own, but used the collective best business judgment of experienced railroaders employed by RailAmerica and its affiliates and subsidiary railroads, including those employed by Respondent Railroads.

AGR published AGR Tariff 0900 effective March 11, 2011. Although not interested enough to respond to RailAmerica's original request for dialogue, a complaint (the "Complaint") was filed with the Board on April 15, 2011[17] by the American Chemistry Council, The Chlorine Institute, Inc., The Fertilizer Institute, and PPG Industries, Inc. ("AGR Complainants"). In response to the allegations in the Complaint that appeared to result from misunderstandings about some of the language in the AGR Tariff 0900, AGR substantially amended AGR Tariff 0900, canceled AGR Tariff 0900 and issued AGR Tariff 0900-1 effective April 29, 2011.[18] As the Board pointed out in the decision instituting this declaratory order proceeding, there are "several differences between the 2 tariffs."[19]

On May 17, 2011, CF Industries, Inc. ("CFI") filed a Petition for Declaratory Order (the "CFI Petition") alleging that canceled IORY Tariff 0900, canceled PCN Tariff 0900, and canceled MSR Tariff 0900 are "invalid and unenforceable." CFI Petition at 1. CFI claimed that it "ships, or will be shipping, anhydrous ammonia ... to various agricultural customers at destinations served by ... PCN ...; ...MSR ...; and ...IORY...." *Id.* at 2.[20] The SOP is not a

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[17] *American Chemistry Council, The Chlorine Institute, Inc., The Fertilizer Institute, and PPG Industries, Inc. v. Alabama Gulf Coast Railway LLC and RailAmerica, Inc.*, Docket No. 42129.

[18] A week later, IORY, PCN and MSR canceled and replaced their tariffs with ones similar to AGR Tariff 0900-1 and effective May 6, 2011. Notwithstanding, neither Complainants nor CFI voluntarily amended their respective pleadings.

[19] *CF Industries, Inc. v. Indiana & Ohio Railway Company, Point Comfort and Northern Railway Company, and Michigan Shore Railroad, Inc.*, Finance Docket No. 35517 (STB served September 30, 2011) at 3 (the "*Declaratory Order Decision*").

[20] Respondents sought discovery for the period beginning January 1, 2011. In response to discovery, CFI responded that it has not shipped TIH/PIH under any of the three tariffs identified in the Petition. Exhibit D, Interrogatory Response Nos. 1 and 2. It appears that CFI has

tariff and CFI does not contend that it is. The SOP referred to in CFI's petition is a PowerPoint presentation, designed to engender discussions with the shippers, that was shared with CFI, among others, as a "**proposal** to modify...policies and procedures for handling TIH/PIH commodities." Consequently, the SOP cited by CFI was simply a document intended to propose, address and resolve issues of safety in order to open a dialogue between the Respondent Railroads and shippers of TIH/PIH. The Respondent Railroads hoped that these discussions would lead to enhanced safety for the movement of CFI's TIH/PIH, which would benefit all stakeholders, including the employees of the Respondent Railroads and the citizens in the communities through which the Respondent Railroads transport CFI's TIH/PIH. The SOP only "**recommended**" certain actions and its contents were never considered as either binding on shippers or Respondent Railroads because it was a proposal. Thus, the SOP certainly does not supersede published tariffs. Indeed, the black letter case law cited below makes clear that the Tariffs are to be considered without respect to the SOP since it is neither within the four corners of the Tariffs, nor is it incorporated by reference in the Tariffs. CFI is merely referring to the SOP to create unnecessary and unproductive noise meant to distract the Board from reviewing the actual documents – the Tariffs – that govern the movement of TIH/PIH over the Respondent Railroads.

Respondents replied to the Petition on June 6, 2011. On the same date, Edison Electric Institute ("EEI") filed leave to file as *amicus curiae* ("Amicus Letter"), and Respondents replied on June 27, 2011. CFI filed a Reply to Respondents Railroads' Reply on June 20, 2011 (the

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voluntarily diverted its traffic to other alternatives and that there is no longer a case or controversy concerning the tariffs concerning CFI.

"Reply-to-Reply"), and Respondents replied on July 11, 2011 to CFI. The Board permitted the filing of these additional pleadings. *Declaratory Order Decision* at 5.[21]

In the *Declaratory Order Decision*, at 6, the Board stated that the controversies presented involve "49 U.S.C. § 10702 (unreasonable practice) and § 11101 (violation of the common carrier obligation)."[22] According to CFI and EEI, the railroads "bear the burden of proof if the railroads seek to impose more stringent safety-related measures than those required by DOT...." Amicus Letter at 1. CFI concurs with EEI in arguing that Respondents must bear the burden to prove that the tariffs are reasonable under *Consolidated Rail Corp. v. Interstate Commerce Comm'n*, 646 F.2d 642 (D.C. Cir. 1981). Reply-to-Reply at 2.

Respondents understand the *Declaratory Order Decision* to require the parties to address whether: (1) Respondents must meet some burden before issuing the Tariffs; (2) the Railroad Respondents are fulfilling their common carrier obligation under the Tariffs; and (3) the requirements in the Tariffs are an unreasonable practice. Respondents will address each issue in turn.

ARGUMENT

Railroads may establish any practice that is reasonable, and the burden is on complainants or the petitioning party to prove that the practices are not reasonable.

EEI and CFI assert that *Consolidated Rail Corp. v. ICC*, 646 F.2d 642, 648 (D.C. Cir. 1981) ("*Conrail*"), is both the appropriate standard for determining whether the Respondent

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[21] The AGR Complainants, CFI, EEI, DOW Chemical Company, and Arkema, Inc. are collectively referred to as "Complainants."

[22] Respondent Railroads wish to point out that at no time have they refused to accept any shipments or rail cars tendered by Complainants and any failure by Complainants to comply with the advance notice required by the Tariffs will not result in refusal to accept any rail car. *See* Exhibit F, Deposition of Harry Shugart at page 42 (lines 9-11). Further, Respondent Railroads have not refused to provide any rates or service terms upon request.

Railroads' practices are reasonable and for determining who has the burden of proof in this proceeding. They are wrong on both counts.

Reasonable Practice

A reasonable practice is based on the facts and circumstances of the case, including the actions of a railroad taken in response to those circumstances. Respondent Railroads' Tariffs provide a reasonable framework to allow the short lines to comply with Federal Railroad Administration's ("FRA") regulations. The Tariffs do not impose safety measures that conflict with those imposed by the regulatory agency at 49 C.F.R. Part 174 (FRA and Pipeline and Hazardous Materials Administration ("PHMA")). Indeed, the Tariffs' requirements are complementary to the Rules and assist the Respondent Railroads in complying with the Rules.

The Board is not limited to a single test or standard for determining whether a practice is reasonable. *See Granite State Concrete Co.* 417 F.3d 85, 92 (1st Cir. 2005). Under the *Conrail* analysis that Complainants assert applies here, the Interstate Commerce Commission looked at whether benefits of certain safety measures were commensurate with their costs, and whether the measures were economical when compared with other possible safety measures.[23] While *Conrail* provides a set of factors one may look at to determine the reasonableness of a practice, *Conrail* was decided under a substantially different statutory framework, and the factors developed in *Conrail* are based on the specific facts and circumstances that arose in the *Conrail* proceeding. As discussed below, the facts and circumstances here are significantly different than those presented in *Conrail* and thus the *Conrail* test does not apply to the reasonableness of the practices at issue here.

[23] Although established by federal legislation and not directly supportive here, by analogy the Board might consider the more recent implementation of Positive Train Control where there are significant costs and expenses associated with the risks to be mitigated.

The Board has determined that it has discretion as to whether to follow *Conrail*. See *North American Freight Car Association, et al. v. BNSF Railway Company*, STB Docket No. 42060 (Sub-No. 1) (STB served January 26, 2007) ("*North American*"), where the Board stated:

> [I]n section 10702, Congress did not limit the Board to a single test or standard for determining whether a rule or practice is reasonable; instead, it gave the Board "broad discretion to conduct case-by-case fact-specific inquiries to give meaning to those terms, which are not self-defining, in the wide variety of factual circumstances encountered."

The Board reaffirmed its adherence to *North American* when it stated: "Whether a particular practice is unreasonable depends upon the facts and circumstances of the case. The Board gauges the reasonableness of a practice by analyzing what it views as the most appropriate factors." *Arkansas Electric Cooperative Corporation—Petition for Declaratory Order* (STB Finance Docket No. 35305) (STB served Mar. 3, 2011) ("*Coal Dust*") at 5.

In this case the Respondents contend that the Board should consider the following factors in determining that the Tariffs constitute a reasonable practice: the federal requirements for handling TIH/PIH movements; the size and resources of the short line railroads; the local conditions that may affect the safety or efficiency of operations; any other conditions that are unique to short line railroads; and the nature of the commodities being shipped under the tariff.

Respondents request the Board to adhere to the *North American* and *Coal Dust* holdings that whether a practice is reasonable depends on the facts and circumstances of the case. Respondents request the Board to find their practices reasonable based on the facts and circumstances surrounding the Tariffs that involve services provided by Respondent Railroads when transporting highly dangerous and potentially lethal TIH/PIH commodities.

Burden of Proof

By statute, the burden of proof is on the petitioner seeking a declaratory order under 5 U.S.C. 556. *See City of Lincoln v. STB*, 414 F.3d 858 (8th Cir. 2005). In an unreasonable practice claim the burden of proof is on the complainants. *See North American.* Thus, whether a party seeks a determination of an unreasonable practice through a formal complaint or in a petition for declaratory order, that party bears the burden of proof in showing that the Respondent Railroads actions were unreasonable. The CFI and EEI argument based on *Conrail*, that the burden of proof shifts to the Respondent Railroads, is unconvincing and disingenuous.

Prior to the Staggers Act, in an investigation, the burden of proof was on the railroad. *Bituminous Coal, Hiawatha, Utah, to Moapa, Nevada*, 361 I.C.C. 923, 928 (1979). The Staggers Act shifted the burden of proof to suspend (or enjoin) a proposed rule or practice to the protestant (here the Complainants). 49 U.S.C. §10707(c)(2) repealed. The burden of proof in investigation proceedings shifted to Complainants over 30 years ago, and the Complainants have not met that burden.

There are significant distinctions between the tariffs addressed in *Conrail* and the tariffs at issue here. First, the tariffs in *Conrail* were subject to regulation by FRA and the NRC. The Tariffs are not subject to regulation by the NRC. *Conrail* arose under a pre-Staggers Act provision that expressly placed the burden of proof on the carrier that proposed a rate or practice change that was suspended or investigated before it became effective. *See* 49 U.S.C. 10707(e) (1980). Unlike this petition for declaratory order or a complaint proceeding, *Conrail* involved tariffs filed in response to an Interstate Commerce Commission investigation, thus the statutory

scheme demanded that the railroad carry the burden of proof.[24] The decision in *Trainload* occurred nearly six months before the Staggers Act was enacted and was governed by pre-Staggers Act law.

CFI and EEI maintain that under *Conrail* the Respondent Railroads must show that the additional safety measures are "necessary". In *Conrail*, the railroads were asking for additional regulations not required under the regulatory scheme. Unlike in *Conrail*, the Respondent Railroads are not asking the Board to impose additional safety measures beyond what the FRA allows. The Respondent Railroads are simply exercising their inherent right to safely and efficiently manage their businesses, which consist of providing common carrier rail services to their customers under the 49 C.F.R. Part 174.

The Respondent Railroads are <u>not</u> asking the Board to impose additional safety conditions on the shippers beyond the requirements of the FRA. Under the 49 C.F.R. Part 174 enforced by the FRA, the Respondent Railroads may impose additional safety conditions on their own. In the final rules for the Improving the Safety of Railroad Tank Car Transportation of Hazardous Materials, FRA and PHMSA stated that "...parties are encouraged to go beyond the minimum regulatory requirements in establishing and implementing plans, rules, and procedures for safe transportation operations." 74 FR 1793 (January 13, 2009). Unlike in *Conrail*, the Rules also specifically provide for additional safety measures "[w]hen local conditions make the acceptance, transportation, or delivery of hazardous materials unusually hazardous, local restrictions may be imposed by the carrier " 49 C.F.R. §174.20(a). Thus, the Railroads may impose additional restrictions based on local conditions as long as it reports those conditions.

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[24] *See Trainload Rates on Radioactive Materials, Eastern R.R.*, 362 I.C.C. 756, 757 (April 11, 1980) ("*Trainload*").

Thus, it is clear from the language of 49 C.F.R. §174.20 (a) that the Rules are not exhaustive, but leave room for private industry to supplement the regulations based on line specific concerns. The need for additional restrictions is at the discretion of the railroads and the states. Therefore, even if the Staggers Act had not shifted the burden of proof to the shipper, *Conrail* would not control in this case.

The Railroad Respondents are continuing to fulfill their common carrier obligation of handling TIH/PIH.

Railroad Respondents agree that they have a common carrier obligation to quote rates and provide service for the transportation of TIH/PIH. See *Union Pacific Dec. Order*. The Tariffs do not prevent the Complainants from requesting common carrier service and they do not prevent Respondent Railroads from providing such service.

Respondent Railroads stand ready, willing and able to transport any TIH/PIH commodities tendered to them pursuant to the provisions of the relevant tariffs. Once a shipper tenders a TIH/PIH car for delivery to a receiver on the line of one of the Respondent Railroads, the shipper need only notify the Respondent Railroad of the shipment using the form in Appendix A to the Tariff. As PPG stated in its response to discovery, "It takes approximately ten minutes to fill out each Notice." See Exhibit C.

Aside from paying the rate for the shipment, that is the only requirement on the shipper. Taking 10 minutes to fill out a form required by the railroad so that it knows a TIH/PIH car is on the way is not a burden. Indeed, it expedites delivery by allowing the receiving railroad to track the car number so "you can watch it come across country. When it's a day out...you can start gathering the resources" (see Deposition of Harry Shugart at Page 41, lines 2-4, Exhibit F), such as arranging for personnel and equipment to meet the train at interchange for inspection as required by FRA, and ensuring that the crew and locomotive are available to operate the priority

train, probably within 12 hours of receipt of the car in interchange, instead of waiting for the next available train, which may be several days where there is two or three day per week service. "That's the purpose of it, we just need to know its coming" Id. at page 41 (lines 5-6).

Therefore, Railroad Respondents contend that each of them are meeting their common carrier obligation under the Tariffs.

The requirements in the Tariffs do not constitute an unreasonable practice.

The Tariffs provide a reasonable framework to allow Respondent Railroads to comply with FRA regulations. The Tariffs do not impose safety measures in excess of those imposed at 49 C.F.R. Part 174. Complainants argue that only three aspects of the original SOP are objectionable: the speed limit, the "permit" requirement and the dedicated train requirement. The Tariffs have been amended to remove all three objectionable features.

Speed is Not Mandated by the Tariffs.

There is no speed limit built into the Tariffs. The Tariffs state that "The train will travel at the appropriate speed for safe operation based on the conditions of the rail line, time of year, weather, and any other relevant factors deemed relevant by AGR operating and/or safety personnel." AGR Tariff 0900-1, Purpose. On AGR the train delivering TIH/PIH from interchange to Arkema will travel at 10 miles per hour because the track it is traveling over is FRA Class I track with a 10 mile per hour speed limit. On the New England Central Railroad Company ("NECR"), another RailAmerica subsidiary, TIH/PIH trains travel at 25 miles per hour. Therefore, contrary to the Complainants arguments, neither RailAmerica nor the SOP mandates a maximum speed of 10 miles per hour on all RailAmerica's railroads. The Tariffs require speed appropriate to existing conditions, but there is no maximum speed restriction of 10 miles per hour to transport TIH/PIH commodities, as evidenced by the NECR operations.

The SOP recommended a slower speed to reduce the time and distance necessary to stop a TIH/PIH train and to lessen the results of any impact. It is textbook physics and Newton's Laws that justify a slower speed.[25] Further, a slower speed enables the crew to better spot any potential track flaws and to have an opportunity to stop without the larger mass of a manifest train. As a short line, most of the track operated on by Respondent Railroads is in dark territory. However, the Tariffs do not adopt the slowest possible speed as the basis for moving TIH/PIH cars without regard for other conditions. Based on the Tariffs and assuming that there are not additional track issues or other conditions, like standing water or ice, for example, a train carrying TIH/PIH cars could move at the FRA designated speed for that track. However, the Complainants appear to overlook the regulations such that, regardless of track conditions, Respondent Railroads will not exceed the FRA speed limit.

It must be also noted that the Tariffs apply only where a Respondent Railroad applies a rule 11 proportional rate on traffic destined for delivery on that Respondent Railroad. The Tariffs do not apply to interchange traffic being handled in overhead service. Again, in their zealousness for making extreme and overly broad arguments, Complainants overlook this fact too.

Respondents urge the Board to conclude that restricting speed based on local conditions is a reasonable practice.

Advance Notice is Mandated by the Tariffs.

Read with a critical and suspicious eye, Respondent Railroads can understand why Complainants believed that the SOP recommended and AGR Tariff 0900 required that TIH/PIH

[25] This Opening Statement is not intended to explain the various Physics theories applicable to speed, mass and braking distance, but Respondent Railroads contend that the logic inherent in the proposition that "less mass moving at slower speeds is safer" is sufficient to justify the language in the Tariffs.

shippers fill out a form and receive a "permit" from a Respondent Railroad before that railroad would allow a shipment of TIH/PIH on its line. However, this was merely a poor choice of words used in the initial tariff that could have been avoided had the Complainants engaged in dialogue with Respondent Railroads. Subsequent to the Complainants voicing their concern via the allegations in the Complaint, the Tariffs have been modified to clarify that requirement. Instead of requiring a "permit", the Tariffs more correctly express that simple advance notice that a TIH/PIH car is being sent to a receiver on a Respondent Railroad's line is all that is required.

The notice is a single piece of paper. According to PPG, it only takes 10 minutes to complete the notice process. This is a reasonable request by a short line railroad for the reasons stated herein.

CFI has done nothing more than state that the Tariffs require it to prepare and submit a notice. CFI does not indicate that the preparation of the notice is a burden or that it would take substantial time to complete. Nor has CFI explained why preparing and sending a simple notice ahead of the shipment would be "costly". Indeed, a review of the notice (AGR Tariff 0900-1, Appendix A) shows a one page form requesting information that CFI must have readily available when it tenders a shipment. PPG says that it takes 10 minutes to fill out the notice and fax it to the appropriate railroad. When commencing the shipment of TIH/PIH, taking 10 minutes to fill out and fax such a simple form would not be considered "excessively burdensome and costly" by any reasonable person. On the other hand, short line railroads have limited resources and equipment and, in order to utilize those resources most effectively, short line railroads must be able to plan.

The notice enables Respondent Railroads to track the shipment of the TIH/PIH and prepare for its interchange from the Class I railroad. Unlike Class I railroads, Class III railroads do not always have the personnel or equipment to handle rail cars whenever they are delivered for interchange. Using the information from the notice, the Respondent Railroads can track the TIH/PIH cars and be prepared for when they arrive. Respondent Railroads have limited resources and in order to utilize those resources most effectively the Respondent Railroads must be able to plan for the arrival of TIH/PIH cars. The Respondent Railroads must perform an inspection of TIH/PIH cars upon interchange (49 C.F.R. §174.9)[26] and must expeditiously deliver them to destination (49 C.F.R. §174.14). The notice allows the Respondent Railroads to take complementary actions to ensure that delivery of the TIH/PIH cars is not delayed; not just in order to comply with the Rules, but to shorten the time period prescribed therein.

The Respondent Railroads note that objections have been raised to the information box on the notice form asking when a car is projected to arrive at the Respondent Railroad. Respondent Railroads understand that once a TIH/PIH car is delivered to a railroad from the shipper, the shipper loses control over the car and may not be able to accurately forecast the date of delivery. If this issue had been raised when the SOP was presented to shippers, the notice requirement would have been better explained and clarified, or even reconsidered. Even now, in the heat of litigation, the Respondent Railroads are willing to remove this information

[26] Under 49 C.F.R. §174.9, when hazardous material is placed in a train including a new train because of interchange, the carrier must inspect each rail car at ground level for required markings, labels, placards, securement of closures, and leakage. 49 C.F.R. §174.9(a). The cars must also be visually inspected for signs of tampering, suspicious items, and other signs that the security of the car may have been compromised. 49 C.F.R. §174.9(b). If the cars do not conform to the safety and security requirements the carrier may not transport the rail car until the deficiencies are corrected. 49 C.F.R. §174.9(c). If there is any indication of tampering the rail carrier must take appropriate action to ensure the security of the rail car and its contents have not been compromised before accepting the car for further movement. 49 C.F.R. §174.9(d).

requirement from the notification form if it would resolve a concern of the shippers. Again, the goal is to enhance safety by providing to Respondent Railroads sufficient information to track the rail car using Railroad Respondents' systems and contact with other railroads planning to interchange the rail cars.

CFI contends that it is required "to fill out Appendix A" (Petition at 4). It is apparent that CFI is attempting to challenge the SOP and ignore the Tariffs. CFI cannot do this. Although the Board allows tariffs to incorporate outside materials,[27] the Tariffs **do not** incorporate the SOP by reference. Since the SOP is not incorporated in the Tariffs, the tariffs are to be interpreted according to the reasonable construction of their language, *Newton Gum Co. v. Chicago B. & Q. R. Co.*, 16 I.C.C. 341; the tariffs are to be construed according to their terms, and the intention of the framers is not controlling, *Goe. C. Speir & Co., Inc. v Atlanta & W.P.R. Co*, 151 I.C.C. 705; and the tariffs must be applied according to the plain language employed, *Kenner Truck Farmers' Assn. v. Illinois Central R. Co.*, 32 I.C.C. 1. This precedent is clear that the non-binding SOP does not govern the implementation or the interpretation of the Tariffs. The only requirements imposed are through the Tariffs themselves.

The notice requirement is not burdensome. In addition, it does assist the Respondent Railroads in complying with the Rules and enhancing safety. Respondents urge the Board to conclude that the notice is a reasonable practice.

Priority Trains.

Respondent Railroads use priority trains to expedite the delivery of TIH/PIH cars as required by 49 C.F.R. §174.14. Priority trains are also used to reduce the handling of TIH/PIH cars that occurs when a local train drops off and picks up cars at numerous shippers along the

[27] *Revision of Tariff Req. Intl. Jt. Through Ocean Car.*, 1 I.C.C. 2d 978, 984 (1985).

route resulting in the switching moves and cars left standing on sidings while a shipper is served. On the Respondent Railroads, priority trains are used for shorter distances (e.g., on PCN, no more than 19 miles) than the far longer hauls of Class I railroads. Further, like many short line railroads, much of the track on Respondent Railroads used to move TIH/PIH is FRA Class I track with a 10 mile per hour speed limit. Starting, stopping and switching on this class of track creates more risk than just running straight through from the Respondent Railroad's yard to the receiver. The Respondent Railroads do not operate scheduled railroads, so in most instances, the use of a priority train will result in the delivery of TIH/PIH sooner than if it were moved on an unscheduled local train. It is also more expeditious than a normal manifest "local" train service.

Under 49 C.F.R. §174.14, a carrier must forward each shipment of hazardous materials promptly and within 48 hours (excluding Saturdays, Sundays, and holidays). A tank car with flammable gas, poisonous gas, or flammable liquid "cannot be held at any point, subject to forwarding orders, so as to defeat the purpose of this section" 49 C.F.R. §174.14(b). The goal of section 174.14 is to reduce transit time for TIH/PIH cars, which will reduce the risk of accidents, incidents, vandalism or other safety or security related problems. See *Hazardous Materials: Enhancing Rail Transportation Safety and Security for Hazardous Materials Shipments*, PHMSA Docket No. RSPA-04-18730 (HM-232E)), 71 FR 76834, (Dec. 21, 2006). Moving TIH/PIH cars in priority trains further advances the goals of section 174.14. These priority trains will depart within the 48 hour period required by 49 C.F.R. §174.14. Priority service will provide more expeditious service and safer transit to the receiver because, unlike with cars handled in the normal course of business, cars handled in priority trains will not have to move through yards to be switched onto multiple trains and will not be starting and stopping at different shippers along the route to the receiver.

As an example, AGR must travel 20 miles to deliver TIH/PIH cars to Arkema. Normally, cars arrive at night and are picked up and then delivered to AGR's yard. The next day, the cars are switched in preparation for the next train. However, that train may not be ready to serve the local shippers for two or three days. In using a priority train, AGR brings all of the interchange cars to its yard, cuts out the TIH/PIH cars and sets them out on a separate track. The next morning, usually the locomotive for the priority train arrives and takes the TIH/PIH cars directly to Arkema for delivery, meeting the requirements of 49 C.F.R. §174.14(b) (that trains be delivered within 48 hours).

Historically, AGR shipped no more than three TIH/PIH cars in a train. This was not because AGR limited the number of TIH/PIH cars, but merely because it was the maximum number of TIH/PIH cars that AGR received. Respondent Railroads are still open to discussing with Complainants and others the limits on the number of TIH/PIH cars included in priority trains.

Response to CFI.

CFI asserts that the Board should find the Tariffs invalid and unenforceable because of a "number of new purported operational safety measures, including special train service" that exceed the safety standards imposed by the Rules. Petition at 5. Except for the notice discussed above, CFI does not mention any of the other safety measures that it objects to in the Tariffs. Nor does CFI state which of the Rules are exceeded by the Tariffs. Each of the Respondent Railroads' tariff terms are designed to allow the Respondent Railroads to meet the safety requirements contained in the Rules.

In the instant proceeding, CFI is seeking to have the tariff rates declared invalid and unenforceable without submitting the tariff rates to the rate reasonableness inquiry that would be provided in a formal complaint filed under 49 U.S.C. §10702(a).

It has been recognized that there is "a conceptual overlap between railroads' 'practices' and their 'rates.'" *Union Pacific Railroad v. ICC* ("*Union Pacific*"), 867 F.2d 646, 649-650 (D.C. Cir. 1989). Although CFI never specifically argues that the rates charged by the Railroads for moving TIH/PIH are unreasonably high, CFI does highlight the rates (Petition at 3-4) and claims that the Tariffs are "excessively ... costly." Petition at 5. Except for the rates, CFI does not identify any other provisions of the Tariffs that are excessively costly.

In the Petition, the so-called excessive cost "is manifested exclusively in the level of rates that [CFI is] charged." *Union Pacific* at 649-650. The Respondent Railroads contend that in order for the Board to address the excessive cost issue raised by CFI, CFI is requesting the Board to "engage in rate regulation," under the guise of a declaratory order, a practice proscribed by *Union Pacific*. The Board addressed a similar issue in *Cargill, Incorporated v. BNSF Railway Company*, STB Docket No. NOR 42120 (STB served January 4, 2011) at 6, and concluded that the "claim would necessarily focus on whether the level of the rate is justified, contrary to *Union Pacific*" and therefore dismissed the rate reasonableness element of the unreasonable practice complaint.

The Respondent Railroads request that the Board recognize CFI's Petition as a thinly veiled attempt to force the Board to find the rates under the Tariffs unreasonable in a declaratory order proceeding instead of in a rate reasonableness complaint proceeding.

CONCLUSION

Based on the evidence submitted, the Complainants have failed to show that the SOP is included in the Tariffs and that the actual Tariffs requirements are an unreasonable practice. Respondents respectfully request the Board to deny the relief sought by Complainants in this proceeding.

Respectfully submitted,

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Dated: January 13, 2012

CERTIFICATE OF SERVICE

I hereby certify that on this date a copy of the foregoing document was served electronically and by first class mail postage pre-paid on

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January 13, 2012

BEFORE THE

SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35517

CF INDUSTRIES, INC.
v.
INDIANA & OHIO RAILWAY COMPANY, POINT COMFORT AND NORTHERN RAILWAY COMPANY, AND MICHIGAN SHORE RAILROAD, INC.

OPENING OF RAILAMERICA, INC., ALABAMA GULF COAST RAILWAY LLC, INDIANA & OHIO RAILWAY COMPANY, POINT COMFORT AND NORTHERN RAILWAY COMPANY, AND MICHIGAN SHORE RAILROAD, INC.

VOLUME 1A – EXHIBITS

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Dated: January 13, 2012

EXHIBIT A – TARIFFS

AGR TARIFF 0900-1

ORIGINALLY EFFECTIVE: April 29, 2011 **EXPIRES:** April 28, 2012
COMMODITIES: All TIH-PIH Commodities as defined by AAR Circular No. OT-55-Series (Series "L" attached).
ORIGIN: When from connections at all AGR interchange points; rule 11 applies.
DESTINATION: To all AGR served stations.
ROUTE: AGR
PURPOSE: TIH-PIH are inherently dangerous commodities and require special handling. AGR must provide safe transportation for TIH-PIH in accord with existing rules. To that end, AGR has developed a program imposing minimal additional burdens on the shippers. AGR's program starts with notification from a shipper that a car is being forwarded for delivery to AGR. AGR is requiring the pre-notification so that it can verify that the recipient will be able to receive the car or cars when it is delivered, arrange to have an inspector available when the car or cars are received by AGR, arrange to have locomotives and crews available when the TIH-PIH car or cars arrive for interchange to AGR. Before accepting a TIH-PIH car or cars, AGR will inspect that car or cars to make sure of compliance with the requirements of 49 CFR 174.3. Once AGR accepts a car or cars it will put the car or cars into a priority train to immediately deliver the car or cars to the receiver. This train will depart within the 48 hour period required by 49 CFR 174.14, usually much sooner. The priority train will also provide more expeditious service and safer transit to the receiver than handling the car or cars in the normal course of business that would require moving through yards, switching onto a regular train, and starting and stopping at different shippers along the route to the receiver. The train will travel at the appropriate speed for safe operation based on the conditions of the rail line, time of year, weather, and any other relevant factors deemed relevant by AGR operating and/or safety personnel. It is AGR's belief that the transfer of TIH-PIH cars to a priority train will enhance the efficiency of the use of the TIH-PIH equipment fleet by expediting delivery to the destination.

Item 1000 - General Rules:

A) Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. AGR-T-0900-series must be shown on all bills of lading tendered for

shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.

B) Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to AGR in interchange for delivery to the receiver, the shipper shall give notice of the shipment to AGR by providing AGR a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to AGR by the instructions specified on the bottom of Appendix A. AGR shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to AGR.
C) Upon placement of the car or cars containing TIH-PIH upon the interchange track to AGR, a mechanical inspector shall inspect the car or cars as required by 49 CFR 174.9 to make sure that the car or cars comply with the requirements of 49 CFR 174.3.
D) After the inspection, AGR will notify the recipient of the arrival of the car or cars and the estimated time of delivery.
E) All TIH-PIH commodities will be moved in priority train service.
F) No more than 3 cars loaded with TIH-PIH commodities will be transported in the same priority train at any time.

Item 1001 – Procedure on Delivery and Placement of Cars:

Receiver shall be prepared to receive carloads of TIH-PIH commodities immediately upon notification of availability at destination by AGR. There will no free time granted to receiver once notification takes place. Charges will begin at 12:01AM the morning after notification to the receiver or the first day of deliverable service, whichever occurs first.

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and AGR must then hold the car(s) in its rail facilities, a charge of $1,000 per car, per day or portion thereof will be assessed until the car or cars are placed at the billed destination.

Item 1020 is a list of STCC codes that fall under the category of TIH-PIH and will be applicable in assessment of the daily charge and handling.

Item 1003 – Procedure on Unsafe or Improperly Loaded Cars:

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, a penalty of $10,000 may be assessed to the Shipper:

A car is overloaded, imbalanced or has a shifted load.

A car is spilling, leaking, or dusting.

A car containing TIH-PIH commodities or residue is identified moving on AGR for which shipping instructions were not regulatory compliant.

Item 1005 – Procedure on any Major Adjustment for TIH-PIH Cars

When AGR provides any of the following tasks to a TIH-PIH car or cars, a charge equating to actual cost plus 25% (minimum $1,000) will be assessed to the party requesting or requiring these services:

A car needs readjusting, reducing, loading, or unloading of a shipment.
Repair or cleaning equipment, or clean-up of leaked/spilled materials.
Applying sprays or suppressants to the shipment or contents.

Item 1007 – Procedure on Unsafe Condition at Customer Facility

Where at AGR's sole discretion, safe railway operations are not possible because of an extreme condition or practice including, but not limited to the conditions below, train service will be suspended until the condition is rectified to the satisfaction of AGR's safety/environmental staff.

A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

Item 1009 - Loss or Damage

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of $250.00 or less. Any claims should be filed with the destination AGR.

Item 1011 - Fuel Surcharge

Shipments are not subject to Fuel Surcharge Tariffs.

Item 1013 – Rate

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on AGR, the rate shall be for one car $15,000 per car, for two cars $7,000 per car, and for three cars $5,000 per car.

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

	4821019	Waste Allyl Alcohol UN 1098 I B
	4821261	Waste Toxic Liquid, corrosive, inorganic, n o.s. UN 3289 I B
	4821722	Waste Hexachlorocyclopentadiene UN 2646 I B
	4830030	Waste Sulfuric acid, fuming UN 1831 I B
2819815	4904209	Ammonia, Anhydrous UN 1005
2819815	4904210	Ammonia, Anhydrous UN 1005
2819815	4904211	Ammonia, Solution UN 3318
3533945	4904879	Ammonia, Anhydrous UN 1005
2899991	4907409	Isobutyl Isocyanate UN 2486 I A
2899991	4907434	Ethyl Isocyanate UN 2481 I A
2899991	4909306	Isopropyl Isocyanate UN 2483 I A
2899991	4909307	Methoxymethyl Isocyanate UN 2605 I A
2899991	4910370	Methacrylonitrile, Stabilized UN 3079 I B
2899991	4916138	Pentaborane UN 1380 I A
2899991	4918180	Tetranitromethane UN 1510 I B
2899991	4918505	Bromine Pentafluoride UN 1745 I A
2899991	4918507	Bromine Trifluoride UN 1746 I B
2818890	4920101	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 A
2818890	4920102	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 A
2818890	4920103	Compressed Gas, toxic, oxidizing, corrosive, n.o.s. UN 3306 A
2818890	4920104	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 A
2818890	4920105	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 A
2818890	4920106	Selenium Hexafluoride UN 2194 A
2818890	4920107	Diborane UN 1911 A

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

2818890	4920108	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 A
2818890	4920110	Liquefied gas, toxic, oxidizing, corrosive, n.o.s UN 3310 A
2818890	4920111	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 A
2813975	4920112	Nitric Oxide, Compressed UN 1660 A
2818890	4920113	Nitric oxide and nitrogen dioxide mixtures or Nitric oxide and dinitrogen tetroxide mixtures UN 1975 A
2818890	4920115	Insecticide gases, toxic, flammable, n.o.s. UN 3355 A
2818890	4920116	Insecticide gases, toxic, flammable, n.o.s. UN 3355 A
2818890	4920122	Hydrogen Selenide, anhydrous UN 2202 A
2818890	4920135	Arsine UN 2188 A
2818890	4920160	Phosphine UN 2199 A
2818890	4920164	Liquefied gas, toxic, flammable, n.o.s UN 3160 A
2818890	4920165	Compressed Gas, toxic, flammable, n o.s. UN 1953 A
2818890	4920167	Stibine UN 2676 A
2818890	4920173	Oxygen Difluoride, Compressed UN 2190 A
2818890	4920174	Dinitrogen Tetroxide UN 1067 A
2818890	4920175	Nitrogen Trioxide UN 2421 A
2818890	4920178	Cyanogen Chloride, Stabilized UN 1589 A
2818890	4920180	Fluorine, Compressed UN 1045 A
2818890	4920181	Compressed Gas, toxic, n o.s. UN 1955 A
2818890	4920183	Phosphorus Pentafluoride UN 2198 B
2818820	4920184	Phosgene UN 1076 A
2818890	4920187	Sulfur Tetrafluoride UN 2418 A
2818890	4920188	Tellurium Hexafluoride UN 2195 A
2818890	4920189	Chlorine Pentafluoride UN 2548 A

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

2818890	4920195	Liquefied gas, toxic, n.o.s. UN 3162 A
2818890	4920196	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920300	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 C
2818890	4920301	Compressed Gas, toxic, corrosive, n.o.s. UN3304 D
2818890	4920302	Insecticide gases, toxic, flammable, n.o.s. UN 3355 B
2818890	4920303	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 B
2818890	4920304	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 C
2818890	4920305	Compressed Gas, toxic, flammable, corrosive, n.o s. UN 3305 D
2818890	4920306	Compressed Gas, toxic, oxidizing, corrosive, n.o.s UN 3306 B
2818890	4920307	Compressed Gas, toxic, oxidizing, corrosive, n.o.s. UN 3306 C
2818890	4920308	Compressed Gas, toxic, oxidizing, corrosive, n.o.s. UN 3306 D
2818890	4920309	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 C
2818890	4920310	Compressed gas, toxic, oxidizing, n.o s. UN 3303 D
2818890	4920311	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 B
2818890	4920312	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 B
2818890	4920313	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 C
2818890	4920314	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 B
2818890	4920315	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 D
2818890	4920316	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 C
2818890	4920317	Liquefied gas, toxic, oxidizing, n.o s UN 3307 B
2818890	4920318	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 D
2818890	4920319	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 C
2818890	4920320	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 C
2818890	4920321	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 D

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

2818890	4920322	Insecticide gases, toxic, flammable, n.o.s. UN 3355 C
2818890	4920323	Insecticide gases, toxic, flammable, n o s. UN 3355 D
2818890	4920324	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 B
2818890	4920325	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 D
2818890	4920331	Compressed Gas, toxic, corrosive, n.o.s UN 3304 C
2818890	4920337	Compressed gas, toxic, oxidizing, n o.s. UN 3303 B
2818890	4920342	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920343	Carbon Monoxide and Hydrogen mixture, Compressed UN 2600
2818890	4920344	Oil Gas, Compressed UN 1071
2813964	4920346	Trifluorochloroethylene, Stabilized UN 1082 C
2818890	4920347	Trifluoroacetyl Chloride UN 3057 B
2818890	4920348	Hydrogen Iodide, anhydrous UN 2197 C
2899991	4920349	Boron Trichloride UN 1741 C
2818890	4920351	Carbonyl Sulfide UN 2204 C
2899991	4920352	Chlorine Trifluoride UN 1749 B
2818239	4920353	Ethylene Oxide or Ethylene Oxide with Nitrogen UN 1040 D
2818890	4920354	Germane UN 2192 B
2813950	4920355	Methyl Mercaptan UN 1064 C
2818890	4920356	Perchloryl Fluoride UN 3083 B
2818890	4920357	Silicon Tetrafluoride UN 1859 B
2819815	4920359	Ammonia, Anhydrous UN 1005 D
2819815	4920360	Ammonia, Solution UN 3318 D
2818890	4920368	Liquefied gas, toxic, n.o.s. UN 3162 C
2818890	4920369	Liquefied gas, toxic, n.o.s. UN 3162 D

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

2818890	4920371	Tungsten Hexafluoride UN 2196 B
2818890	4920373	Compressed Gas, toxic, n.o.s. UN 1955 D
2818890	4920375	Compressed Gas, toxic, n.o.s. UN 1955 C
2818890	4920378	Compressed Gas, toxic, flammable, n.o.s. UN 1953 C
2818890	4920379	Compressed Gas, toxic, flammable, n.o.s. UN 1953 D
2818890	4920380	Liquefied gas, toxic, flammable, n o.s UN 3160 C
2818890	4920381	Liquefied gas, toxic, flammable, n.o.s. UN 3160 D
2818890	4920382	Liquefied gas, toxic, flammable, n.o.s. UN 3160 B
2879951	4920392	Chloropicrin and Methyl Chloride mixtures UN 1582 B
2899991	4920394	Methylchlorosilane UN 2534 B
2818890	4920395	Cyanogen UN 1026 B
2818890	4920396	Compressed Gas, toxic, flammable, n.o.s. UN 1953 B
2818890	4920398	Dichlorosilane UN 2189 B
2813932	4920399	Carbon Monoxide, Compressed UN 1016 D
2813920	4920502	Hydrogen Bromide, anhydrous UN 1048 C
2813922	4920503	Hydrogen Chloride, anhydrous UN 1050 C
2813922	4920504	Hydrogen Chloride, refrigerated liquid UN 2186 C
2818890	4920505	Compressed Gas, toxic, n.o.s. UN 1955 C
2819997	4920508	Sulfur Dioxide UN 1079 C
2818890	4920509	Nitrosyl Chloride UN 1069 C
2818890	4920510	Gas Identification set NA 9035
2813932	4920511	Carbon Monoxide, refrigerated liquid NA 9202 D
2813946	4920513	Hydrogen Sulfide UN 1053 B
2818890	4920515	Hexaethyl tetraphosphate and compressed gas mixtures UN 1612 C

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

(HazardZone A, B, C, or D)

2813914	4920516	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2813914	4920518	Methyl Bromide UN 1062 C
2819972	4920522	Boron Trifluoride UN 1008 B
2812815	4920523	Chlorine UN 1017 B
2818890	4920526	Sulfuryl Fluoride UN 2191 D
2912130	4920527	Coal Gas, Compressed UN 1023 C
2818890	4920528	Hexafluoroacetone UN 2420 B
2818890	4920530	Organic phosphate, mixed with compressed gas or Organic phosphate compound, mixed with compressed gas or Organic phosphorus compound, mixed with compressed gas NA 1955 C
2818890	4920534	Gas sample, non-pressurized, toxic, flammable, n.o.s. UN 3168
2818890	4920535	Parathion and Compressed gas mixture NA 1967 C
2818890	4920536	Gas sample, non-pressurized, toxic, n.o.s. UN 3169
2818890	4920547	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2879936	4920550	Insecticide gases, toxic, n.o.s. UN 1967 C
2899991	4920556	Compressed Gas, toxic, n.o s. UN 1955 B
2818890	4920559	Carbonyl Fluoride UN 2417 B
2818890	4920570	Compressed Gas, toxic, n.o.s. UN 1955 B
2818890	4920571	Liquefied gas, toxic, n o.s UN 3162 B
2818008	4920715	Bromine Chloride UN 2901 B
2899991	4921000	Toxic by Inhalation liquid, n.o.s. UN 3382 I B
2899991	4921003	Toxic by Inhalation liquid, flammable, n.o.s. UN 3384 I B
2818009	4921004	Allylamine UN 2334 I B
2899991	4921006	Toxic by Inhalation liquid, water-reactive, n o s. UN 3386 I B
2899991	4921008	Methyl Phosphonous Dichloride, pyrophoric liquid NA 2845 I B

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

2899991	4921009	Chloroacetonitrile UN 2668 II B
2899991	4921010	Cyclohexyl Isocyanate UN 2488 I B
2819415	4921016	Phosphorus Trichloride UN 1809 I B
2818410	4921019	Allyl Alcohol UN 1098 I B
2818037	4921020	Ethyl Chloroformate UN 1182 I B
2899991	4921023	Toxic by Inhalation liquid, oxidizing, n.o.s. UN 3388 I B
2899991	4921024	Toxic by Inhalation liquid, corrosive, n o.s. UN 3390 I B
2819434	4921028	Hydrocyanic acid, aqueous solutions or Hydrogen cyanide, aqueous solutions UN 1613 I B
2899991	4921063	Trimethylacetyl Chloride UN 2438 I B
2818023	4921202	Dimethylhydrazine, Unsymmetrical UN 1163 I B
2899991	4921207	sec-Butyl Chloroformate NA 2742 I B
2899991	4921211	Isobutyl Chloroformate NA 2742 I B
2899991	4921213	Trimethoxysilane NA 9269 I B
2815151	4921216	Phenyl Isocyanate UN 2487 I B
2819434	4921239	Hydrogen Cyanide, solution in alcohol UN 3294 I B
2899991	4921245	Methanesulfonyl Chloride UN 3246 I B
2818123	4921248	Crotonalydehyde, Stabilized UN 1143 I B
2818023	4921251	Dimethylhydrazine, Symmetrical UN 2382 I B
2899991	4921252	Isopropyl Chloroformate UN 2407 I B
2899991	4921254	Diketene, Stabilized UN 2521 I B
2899991	4921255	Methyl Orthosilicate UN 2606 I B
2899991	4921275	Methyldichloroarsine NA 1556 I B
2819962	4921287	Toxic by Inhalation liquid, corrosive, n.o.s. UN 3390 I B
2819962	4921288	Toxic by Inhalation liquid, corrosive, n.o.s. UN 3390 I B

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

2899991	4921304	Methyl Iodide UN 2644 I B
2818915	4921401	Acetone Cyanohydrin, Stabilized UN 1541 I B
2899991	4921402	2-Chloroethanal UN 2232 I B
2899991	4921404	Ethyldichloroarsine UN 1892 I B
2818131	4921405	Dimethyl Sulfate UN 1595 I B
2818930	4921413	Phenyl Mercaptan UN 2337 I B
2818830	4921414	Chloropicrin UN 1580 I B
2818138	4921420	Ethylene Chlorohydrin UN 1135 I B
2879934	4921438	Methyl Bromide and Ethylene dibromide mixtures, liquid UN 1647 I B
2899991	4921473	Perchloromethyl Mercaptan UN 1670 I B
2818063	4921487	Methyl Isothiocyanate UN 2477 I B
2899991	4921495	2-Methyl-2-Heptanethiol UN 3023 I B
2818184	4921497	Ethylene Dibromide UN 1605 I B
2818104	4921558	Chloroacetone, Stabilized UN 1695 I B
2899991	4921587	Phenylcarbylamine Chloride UN 1672 I B
2899991	4921695	Methyl Phosphonic Dichloride NA 9206 I B
2818331	4921722	Hexachlorocyclopentadiene UN 2646 I B
2818168	4921727	Bromoacetone UN 1569 II B
2899991	4921730	n-Butyl Chloroformate UN 2743 I B
2899991	4921741	3, 5-Dichloro-2, 4, 6-Trifluoropyridine NA 9264 I B
2899991	4921742	Ethyl Phosphonous Dichloride, Anhydrous pyrophoric liquid NA 2845 I B
2899991	4921744	Ethyl Phosphorodichloridate NA 2927 I B
2899991	4921745	Ethyl Phosphonothioic Dichloride, Anhydrous NA 2927 I B
2899991	4921746	Chloropivaloyl Chloride NA 9263 I B

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

2899991	4921756	n-Propyl Chloroformate UN 2740 I B
2899991	4923113	Allyl Chloroformate UN 1722 I B
2815210	4923117	Chloroacetyl Chloride UN 1752 I B
2899991	4923209	Arsenic Trichloride UN 1560 I B
2899991	4923298	Thiophosgene UN 2474 II B
2899991	4927004	Iron Pentacarbonyl UN 1994 I A
2899991	4927006	Ethyleneimine, Stabilized UN 1185 I A
2818101	4927007	Acrolein, Stabilized UN 1092 I A
2818454	4927008	Methyl Chloroformate UN 1238 I A
2818288	4927009	Methyl Isocyanate UN 2480 I A
2819535	4927010	Nickel Carbonyl UN 1259 I A
2899991	4927011	Methylhydrazine UN 1244 I A
2899991	4927012	Methyl Chloromethyl Ether UN 1239 I A
2819434	4927014	Hydrogen Cyanide, stabilized UN 1051 I A
2899991	4927018	Toxic by Inhalation liquid, n.o.s. UN 3381 I A
2899991	4927019	Toxic by Inhalation liquid, flammable, n.o.s. UN 3383 I A
2818057	4927022	Methyl Vinyl Ketone, Stabilized UN 1251 I A
2899991	4927023	Toxic by Inhalation liquid, water-reactive, n.o.s. UN 3385 I A
2899991	4927024	Toxic by Inhalation liquid, oxidizing, n.o.s. UN 3387 I A
2899991	4927025	n-Propyl Isocyanate UN 2482 I A
2899991	4927026	tert-Butyl Isocyanate UN 2484 I A
2815207	4927027	n-Butyl Isocyanate UN 2485 I B
2899991	4927028	Toxic by Inhalation liquid, corrosive, n.o.s. UN 3389 I A
2899991	4927099	Toxic by Inhalation liquid, corrosive, n.o s. UN 3390 I B

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

(HazardZone A, B, C, or D)

2819484	4930024	Hydrogen Fluoride, Anhydrous UN 1052 I C
2819340	4930030	Sulfuric acid, fuming UN 1831 I B
2819325	4930050	Sulfur Trioxide, Stabilized UN 1829 I B
2819422	4930204	Chlorosulfonic Acid UN 1754 I B
2819961	4930260	Sulfuryl Chloride UN 1834 I A
2819215	4931201	Nitric Acid, red fuming UN 2032 I B
2899991	4932010	Boron Tribromide UN 2692 I B
2819416	4932352	Phosphorus Oxychloride UN 1810 II B
2819971	4932385	Titanium Tetrachloride UN 1838 II B
2899991	4933327	Ethyl Chlorothioformate UN 2826 II B
2899991	4935231	Trichloroacetyl Chloride UN 2442 II B
2819919	4936106	Bromine Solutions UN 1744 I B
2819919	4936110	Bromine or Bromine Solutions UN 1744 I A
2819315	4936565	Sulfur Trioxide, Stabilized UN 1829 I B

APPENDIX A

NOTICE OF SHIPMENT OF TIH-PIH

TIH/PIH COMMODITY TRANSPORTATION NOTICE

ALABAMA & GULF COAST RAILWAY

COMPANY PROVIDING NOTICE:	
COMMODITY NAME:	STCC CODE

MOVEMENT INFORMATION

ORIGIN RAIL STATION:	ORIGIN RAILROAD:	COMPLETE RAIL ROUTE:	
DESTINATION RAIL STATION:	DESTINATION RAILROAD	ORIGIN STATION ON AGR	DESTINATION STATION ON AGR

WAYBILL/BOL DATE	WAYBILL/BOL NUMBER:	CAR INITIAL:	CAR NUMBER:	DATE AGR IS REQUESTED TO TAKE POSSESSION:

APPLICABLE RATE AUTHORITY:	FREIGHT PAYOR:

ADDITIONAL CONTACT INFORMATION PROVIDED BY CUSTOMER (SHIPPER)

CONSIGNEE:	CONSIGNOR:
CONSIGNEE EMERGENCY CONTACT NAME	CONSIGNEE EMERGENCY CONTACT PHONE NUMBER:

SPECIAL INSTRUCTIONS

AGR INFORMATION FOR SHIPMENT	CUSTOMER REPRESENTATIVE GIVING NOTICE
NAME	NAME:
TITLE:	TITLE:
DATE:	DATE
ESTIMATED MOVE DATE	PHONE EMAIL

ADDITIONAL INFORMATION FOR CUSTOMER

1. Notice must be delivered to AGR upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to AGR.

2. All notices must be accompanied by a waybill and a Material Safety Data Sheet (MSDS) for the commodity listed on the waybill.

3. A notice must be filed for each individual shipment.

4. By sending the notice for shipment, the Customer agrees to conform to and be bound by all applicable industry and AGR tariffs governing the shipment of TIH/PIH commodities.

5. By receiving this notice, AGR does not commit to a specific date or service schedule for the movement of the shipment listed in the notice.

FAX COMPLETED APPLICATION TO (904) 256-0436

Indiana & Ohio

IORY TARIFF 0900-1

ORIGINALLY EFFECTIVE: May 6, 2011 **EXPIRES:** May 5, 2012
COMMODITIES: All TIH-PIH Commodities as defined by AAR Circular No. OT-55-Series (Series "L" attached).
ORIGIN: When from connections at all IORY interchange points; rule 11 applies.
DESTINATION: To all IORY served stations.
ROUTE: IORY
PURPOSE: TIH-PIH is inherently dangerous commodities and requires special handling. IORY must provide safe transportation for TIH-PIH in accord with existing rules. To that end, IORY has developed a program imposing minimal additional burdens on the shippers. IORY's program starts with notification from a shipper that a car is being forwarded for delivery to IORY. IORY is requiring the pre-notification so that it can verify that the recipient will be able to receive the car or cars when it is delivered, arrange to have an inspector available when the car or cars are received by IORY, arrange to have locomotives and crews available when the TIH-PIH car or cars arrive for interchange to IORY. Before accepting a TIH-PIH car or cars, IORY will inspect that car or cars to make sure of compliance with the requirements of 49 CFR 174.3. Once IORY accepts a car or cars it will put the car or cars into a priority train to immediately deliver the car or cars to the receiver. This train will depart within the 48 hour period required by 49 CFR 174.14, usually much sooner. The priority train will also provide more expeditious service and safer transit to the receiver than handling the car or cars in the normal course of business that would require moving through yards, switching onto a regular train, and starting and stopping at different shippers along the route to the receiver. The train will travel at the appropriate speed for safe operation based on the conditions of the rail line, time of year, weather, and any other relevant factors deemed relevant by IORY operating and/or safety personnel. It is IORY's belief that the transfer of TIH-PIH cars to a priority train will enhance the efficiency of the use of the TIH PIH equipment fleet by expediting delivery to the destination.

Item 1000 - General Rules:

A)Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. IORY-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.

B) Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to IORY in interchange for delivery to the receiver, the shipper shall give notice of the shipment to IORY by providing IORY a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to IORY by the instructions specified on the bottom of Appendix A. IORY shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to IORY.

C) Upon placement of the car or cars containing TIH-PIH upon the interchange track to IORY, a mechanical inspector shall inspect the car or cars as required by 49 CFR 174.9 to make sure that the car or cars comply with the requirements of 49 CFR 174.3.

D) After the inspection, IORY will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

E) All TIH-PIH commodities will be moved in priority train service.

F) No more than 3 cars loaded with TIH-PIH commodities will be transported in the same priority train at any time, unless approved by the General Manager.

Item 1001 – Procedure on Delivery and Placement of Cars:

Receiver shall be prepared to receive carloads of TIH-PIH commodities immediately upon notification of availability at destination by IORY. There will no free time granted to receiver once notification takes place. Charges will begin at 12:01AM the morning after notification to the receiver or the first day of deliverable service, whichever occurs first.

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and IORY must then hold the car(s) in its rail facilities, a charge of $1,000 per car, per day or portion thereof will be assessed until the car or cars are placed at the billed destination.

Item 1020 is a list of STCC codes that fall under the category of TIH-PIH and will be applicable in assessment of the daily charge and handling.

Item 1003 – Procedure on Unsafe or Improperly Loaded Cars:

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, a penalty of $10,000 may be assessed to the Shipper:

- A car is overloaded, imbalanced or has a shifted load.
- A car is spilling, leaking, or dusting.
- A car containing TIH-PIH commodities or residue is identified moving on IORY for which shipping instructions were not regulatory compliant.

Item 1005 – Procedure on any Major Adjustment for TIH-PIH Cars

When IORY provides any of the following tasks to a TIH-PIH car or cars, a charge equating to actual cost plus 25% (minimum $1,000) will be assessed to the party requesting or requiring these services:

- A car needs readjusting, reducing, loading, or unloading of a shipment.
- Repair or cleaning equipment, or clean-up of leaked/spilled materials.
- Applying sprays or suppressants to the shipment or contents.

Item 1007 – Procedure on Unsafe Condition at Customer Facility

Where at IORY's sole discretion, safe railway operations are not possible because of an extreme condition or practice including, but not limited to the conditions below, train service will be suspended until the condition is rectified to the satisfaction of IORY's safety/environmental staff.

> A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

Item 1009 - Loss or Damage

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of $250.00 or less. Any claims should be filed with the destination IORY.

Item 1011 - Fuel Surcharge

Shipments are not subject to Fuel Surcharge Tariffs.

Item 1013 – Rate

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on IORY, the rate shall be for

- One car - $5,955 Per Car
- Two cars - $4,882 Per Car
- Three or more Cars $3,802 Per Car

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

	4821019	Waste Allyl Alcohol UN 1098 I B
	4821261	Waste Toxic Liquid, corrosive, inorganic, n.o.s. UN 3289 I B
	4821722	Waste Hexachlorocyclopentadiene UN 2646 I B
	4830030	Waste Sulfuric acid, fuming UN 1831 I B
2819815	4904209	Ammonia, Anhydrous UN 1005
2819615	4904210	Ammonia, Anhydrous UN 1005
2819815	4904211	Ammonia, Solution UN 3318
3533945	4904879	Ammonia, Anhydrous UN 1005
2899991	4907409	Isobutyl Isocyanate UN 2486 I A
2899991	4907434	Ethyl Isocyanate UN 2481 I A
2899991	4909306	Isopropyl Isocyanate UN 2483 I A
2899991	4909307	Methoxymethyl Isocyanate UN 2605 . A
2899991	4910370	Methacrylonitrile, Stabilized UN 3079 I B
2899991	4916138	Pentaborane UN 1380 I A
2899991	4918180	Tetranitromethane UN 1510 I B
2899991	4918505	Bromine Pentafluoride UN 1745 I A
2899991	4918507	Bromine Trifluoride UN 1746 I B
2818890	4920101	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 A
2818890	4920102	Compressed Gas, toxic flammable, corrosive, n.o s UN 3305 A
2818890	4920103	Compressed Gas, toxic, oxidizing, corrosive, n.o.s UN 3306 A
2818890	4920104	Compressed gas, toxic, oxidizing, n o.s. UN 3303 A
2818890	4920105	Liquefied gas, toxic, corrosive, n o s. UN 3308 A
2818890	4920106	Selenium Hexafluoride UN 2194 A
2818890	4920107	Diborane UN 1911 A

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920108	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 A
2818890	4920110	Liquefied gas, toxic, oxidizing, corrosive, n o.s UN 3310 A
2818890	4920111	Liquefied gas, toxic, oxidizing, n.o s. UN 3307 A
2813975	4920112	Nitric Oxide, Compressed UN 1660 A
2818890	4920113	Nitric oxide and nitrogen dioxide mixtures or Nitric oxide and dinitrogen tetroxide mixtures UN 1975 A
2818890	4920115	Insecticide gases, toxic, flammable, n.o.s. UN 3355 A
2818890	4920116	Insecticide gases, toxic, flammable, n.o.s. UN 3355 A
2818890	4920122	Hydrogen Selenide, anhydrous UN 2202 A
2818890	4920135	Arsine UN 2188 A
2818890	4920160	Phosphine UN 2199 A
2818890	4920164	Liquefied gas, toxic, flammable, n.o.s UN 3160 A
2818890	4920165	Compressed Gas, toxic, flammable, n.o s. UN 1953 A
2818890	4920167	Stibine UN 2676 A
2818890	4920173	Oxygen Difluoride, Compressed UN 2190 A
2818890	4920174	Dinitrogen Tetroxide UN 1067 A
2818890	4920175	Nitrogen Trioxide UN 2421 A
2818890	4920178	Cyanogen Chloride, Stabilized UN 1589 A
2818890	4920180	Fluorine, Compressed UN 1045 A
2818890	4920181	Compressed Gas, toxic, n.o.s. UN 1955 A
2818890	4920183	Phosphorus Pentafluoride UN 2198 B
2818820	4920184	Phosgene UN 1076 A
2818890	4920187	Sulfur Tetrafluoride UN 2418 A
2818890	4920188	Tellurium Hexafluoride UN 2195 A
2818890	4920189	Chlorine Pentafluoride UN 2548 A

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920195	Liquefied gas, toxic, n.o.s. UN 3162 A
2818890	4920196	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920300	Compressed Gas, toxic, corrosive, n o s UN 3304 C
2818890	4920301	Compressed Gas, toxic, corrosive, n.o s. UN3304 D
2818890	4920302	Insecticide gases, toxic, flammable, n.o.s. UN 3355 B
2818890	4920303	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 B
2818890	4920304	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 C
2818890	4920305	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 D
2818890	4920306	Compressed Gas, toxic, oxidizing, corrosive, n.o s. UN 3306 B
2818890	4920307	Compressed Gas, toxic, oxidizing, corrosive, n.o s UN 3306 C
2818890	4920308	Compressed Gas, toxic, oxidizing, corrosive, n o s UN 3306 D
2818890	4920309	Compressed gas, toxic, oxidizing, n.o s. UN 3303 C
2818890	4920310	Compressed gas, toxic, oxidizing, n o.s. UN 3303 D
2818890	4920311	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 B
2818890	4920312	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 B
2818890	4920313	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 C
2818890	4920314	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 B
2818890	4920315	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 D
2818890	4920316	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 C
2818890	4920317	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 B
2818890	4920318	Liquefied gas, toxic, flammable corrosive, n.o.s. UN 3309 D
2818890	4920319	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 C
2818890	4920320	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 C
2818890	4920321	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 D

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920322	Insecticide gases, toxic, flammable, n.o.s. UN 3355 C
2818890	4920323	Insecticide gases, toxic, flammable, n.o.s. UN 3355 D
2818890	4920324	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 B
2818890	4920325	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 D
2818890	4920331	Compressed Gas, toxic, corrosive, n o.s. UN 3304 C
2818890	4920337	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 B
2818890	4920342	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920343	Carbon Monoxide and Hydrogen mixture, Compressed UN 2600
2818890	4920344	Oil Gas, Compressed UN 1071
2813964	4920346	Trifluorochloroethylene, Stabilized UN 1082 C
2818890	4920347	Trifluoroacetyl Chloride UN 3057 B
2818890	4920348	Hydrogen Iodide, anhydrous UN 2197 C
2899991	4920349	Boron Trichloride UN 1741 C
2818890	4920351	Carbonyl Sulfide UN 2204 C
2899991	4920352	Chlorine Trifluoride UN 1749 B
2818239	4920353	Ethylene Oxide or Ethylene Oxide with Nitrogen UN 1040 D
2818890	4920354	Germane UN 2192 B
2813950	4920355	Methyl Mercaptan UN 1064 C
2818890	4920356	Perchloryl Fluoride UN 3083 B
2818890	4920357	Silicon Tetrafluoride UN 1859 B
2819815	4920359	Ammonia, Anhydrous UN 1005 D
2819815	4920360	Ammonia, Solution UN 3318 D
2818890	4920368	Liquefied gas, toxic, n.o.s UN 3162 C
2818890	4920369	Liquefied gas, toxic, n.o.s. UN 3162 D

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920371	Tungsten Hexafluoride UN 2196 B
2818890	4920373	Compressed Gas, toxic, n.o.s UN 1955 D
2818890	4920375	Compressed Gas, toxic, n o.s. UN 1955 C
2818890	4920378	Compressed Gas, toxic, flammable, n.o.s. UN 1953 C
2818890	4920379	Compressed Gas, toxic, flammable, n.o.s. UN 1953 D
2818890	4920380	Liquefied gas, toxic, flammable, n.o.s UN 3160 C
2818890	4920381	Liquefied gas, toxic, flammable, n.o.s UN 3160 D
2818890	4920382	Liquefied gas, toxic, flammable n.o.s. UN 3160 B
2879951	4920392	Chloropicrin and Methyl Chloride mixtures UN 1582 B
2899991	4920394	Methylchlorosilane UN 2534 B
2818890	4920395	Cyanogen UN 1026 B
2818890	4920396	Compressed Gas, toxic, flammable, n.o.s UN 1953 B
2818890	4920398	Dichlorosilane UN 2189 B
2813932	4920399	Carbon Monoxide, Compressed UN 1016 D
2813920	4920502	Hydrogen Bromide anhydrous UN 1048 C
2813922	4920503	Hydrogen Chloride, anhydrous UN 1050 C
2813922	4920504	Hydrogen Chloride, refrigerated liquid UN 2186 C
2818890	4920505	Compressed Gas, toxic, n.o.s UN 1955 C
2819997	4920508	Sulfur Dioxide UN 1079 C
2818890	4920509	Nitrosyl Chloride UN 1069 C
2818890	4920510	Gas identification set NA 9035
2813932	4920511	Carbon Monoxide, refrigerated liquid NA 9202 D
2813946	4920513	Hydrogen Sulfide UN 1053 B
2818890	4920515	Hexaethyl tetraphosphate and compressed gas mixtures UN 1612 C

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2813914	4920516	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2813914	4920518	Methyl Bromide UN 1062 C
2819972	4920522	Boron Trifluoride UN 1008 B
2812815	4920523	Chlorine UN 1017 B
2818890	4920526	Sulfuryl Fluoride UN 2191 D
2912130	4920527	Coal Gas, Compressed UN 1023 C
2818890	4920528	Hexafluoroacetone UN 2420 B
2818890	4920530	Organic phosphate, mixed with compressed gas or Organic phosphate compound, mixed with compressed gas or Organic phosphorus compound, mixed with compressed gas NA 1955 C
2818890	4920534	Gas sample, non-pressurized, toxic, flammable, n.o.s. UN 3168
2818890	4920535	Parathion and Compressed gas mixture NA 1967 C
2818890	4920536	Gas sample, non-pressurized, toxic, n.o.s. UN 3169
2818890	4920547	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2879936	4920550	Insecticide gases, toxic, n.o.s. UN 1967 C
2899991	4920556	Compressed Gas, toxic, n.o.s. UN 1955 B
2818890	4920559	Carbonyl Fluoride UN 2417 B
2818890	4920570	Compressed Gas, toxic, n.o.s. UN 1955 B
2818890	4920571	Liquefied gas, toxic, n.o.s. UN 3162 B
2818008	4920715	Bromine Chloride UN 2901 B
2899991	4921000	Toxic by inhalation liquid, n.o.s. UN 3382 I B
2899991	4921003	Toxic by inhalation liquid, flammable, n.o.s. UN 3384 I B
2818009	4921004	Allylamine UN 2334 I B
2899991	4921006	Toxic by inhalation liquid, water-reactive, n.o.s. UN 3386 I B
2899991	4921008	Methyl Phosphonous Dichloride, pyrophoric liquid NA 2845 I B

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2899991	4921009	Chloroacetonitrile UN 2668 II B
2899991	4921010	Cyclohexyl Isocyanate UN 2488 I B
2819415	4921016	Phosphorus Trichloride UN 1809 I B
2818410	4921019	Allyl Alcohol UN 1098 I B
2818037	4921020	Ethyl Chloroformate UN 1182 I B
2899991	4921023	Toxic by Inhalation liquid, oxidizing, n.o.s UN 3388 I B
2899991	4921024	Toxic by Inhalation liquid, corrosive, n.o.s. UN 3390 I B
2819434	4921028	Hydrocyanic acid, aqueous solutions or Hydrogen cyanide aqueous solutions UN 1613 I B
2899991	4921063	Trimethylacetyl Chloride UN 2438 I B
2818023	4921202	Dimethylhydrazine, Unsymmetrical UN 1163 I B
2899991	4921207	sec-Butyl Chloroformate NA 2742 I B
2899991	4921211	Isobutyl Chloroformate NA 2742 I B
2899991	4921213	Trimethoxysilane NA 9269 I B
2815151	4921216	Phenyl Isocyanate UN 2487 I B
2819434	4921239	Hydrogen Cyanide, solution in alcohol UN 3294 I B
2899991	4921245	Methanesulfonyl Chloride UN 3246 I B
2818123	4921248	Crotonalydehyde, Stabilized UN 1143 I B
2818023	4921251	Dimethylhydrazine, Symmetrical UN 2382 I B
2899991	4921252	Isopropyl Chloroformate UN 2407 I B
2899991	4921254	Diketene, Stabilized UN 2521 I B
2899991	4921255	Methyl Orthosilicate UN 2606 I B
2899991	4921275	Methyldichloroarsine NA 1556 I B
2819962	4921287	Toxic by Inhalation liquid, corrosive, n.o.s UN 3390 I B
2819962	4921288	Toxic by Inhalation liquid, corrosive, n.o.s UN 3390 I B

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2899991	4921304	Methyl Iodide UN 2644 I B
2818915	4921401	Acetone Cyanohydrin, Stabilized UN 1541 I B
2899991	4921402	2-Chloroethanal UN 2232 I B
2899991	4921404	Ethyldichloroarsine UN 1892 I B
2818131	4921405	Dimethyl Sulfate UN 1595 I B
2818930	4921413	Phenyl Mercaptan UN 2337 I B
2818830	4921414	Chloropicrin UN 1580 I B
2818138	4921420	Ethylene Chlorohydrin UN 1135 I B
2879934	4921438	Methyl Bromide and Ethylene dibromide mixtures, liquid UN 1647 I B
2899991	4921473	Perchloromethyl Mercaptan UN 1670 I B
2818063	4921487	Methyl Isothiocyanate UN 2477 I B
2899991	4921495	2-Methyl-2-Heptanethiol UN 3023 I B
2818184	4921497	Ethylene Dibromide UN 1605 I B
2818104	4921558	Chloroacetone, Stabilized UN 1695 I B
2899991	4921587	Phenylcarbylamine Chloride UN 1672 I B
2899991	4921695	Methyl Phosphonic Dichloride NA 9206 I B
2818331	4921722	Hexachlorocyclopentadiene UN 2646 I B
2818168	4921727	Bromoacetone UN 1569 II B
2899991	4921730	n-Butyl Chloroformate UN 2743 I B
2899991	4921741	3, 5-Dichloro-2, 4 6-Trifluoropyridine NA 9264 I B
2899991	4921742	Ethyl Phosphonous Dichloride, Anhydrous pyrophoric liquid NA 2845 I B
2899991	4921744	Ethyl Phosphorodichloridate NA 2927 I B
2899991	4921745	Ethyl Phosphonothioic Dichloride, Anhydrous NA 2927 I B
2899991	4921746	Chloropivaloyl Chloride NA 9263 I B

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2899991	4921756	n-Propyl Chloroformate UN 2740 I B
2899991	4923113	Allyl Chloroformate UN 1722 I B
2815210	4923117	Chloroacetyl Chloride UN 1752 I B
2899991	4923209	Arsenic Trichloride UN 1560 I B
2899991	4923298	Thiophosgene UN 2474 II B
2899991	4927004	Iron Pentacarbonyl UN 1994 I A
2899991	4927006	Ethyleneimine, Stabilized UN 1185 I A
2818101	4927007	Acrolein, Stabilized UN 1092 I A
2818454	4927008	Methyl Chloroformate UN 1238 I A
2818288	4927009	Methyl Isocyanate UN 2480 I A
2819535	4927010	Nickel Carbonyl UN 1259 I A
2899991	4927011	Methylhydrazine UN 1244 I A
2899991	4927012	Methyl Chloromethyl Ether UN 1239 I A
2819434	4927014	Hydrogen Cyanide, stabilized UN 1051 I A
2899991	4927018	Toxic by inhalation liquid, n o s. UN 3381 I A
2899991	4927019	Toxic by inhalation liquid, flammable, n.o.s UN 3383 I A
2818057	4927022	Methyl Vinyl Ketone, Stabilized UN 1251 I A
2899991	4927023	Toxic by inhalation liquid, water-reactive, n.o s UN 3385 I A
2899991	4927024	Toxic by inhalation liquid, oxidizing n.o.s. UN 3387 I A
2899991	4927025	n-Propyl Isocyanate UN 2482 I A
2899991	4927026	tert-Butyl Isocyanate UN 2484 I A
2815207	4927027	n-Butyl Isocyanate UN 2485 I B
2899991	4927028	Toxic by inhalation liquid, corrosive, n.o s UN 3389 I A
2899991	4927099	Toxic by inhalation liquid, corrosive. n.o.s. UN 3390 I B

Item 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2819484	4930024	Hydrogen Fluoride, Anhydrous UN 1052 I C
2819340	4930030	Sulfuric acid, fuming UN 1831 I B
2819325	4930050	Sulfur Trioxide, Stabilized UN 1829 I B
2819422	4930204	Chlorosulfonic Acid UN 1754 I B
2819961	4930260	Sulfuryl Chloride UN 1834 I A
2819215	4931201	Nitric Acid, red fuming UN 2032 I B
2899991	4932010	Boron Tribromide UN 2692 I B
2819416	4932352	Phosphorus Oxychloride UN 1810 II B
2819971	4932385	Titanium Tetrachloride UN 1838 II B
2899991	4933327	Ethyl Chlorothioformate UN 2826 II B
2899991	4935231	Trichloroacetyl Chloride UN 2442 II B
2819919	4936106	Bromine Solutions UN 1744 I B
2819919	4936110	Bromine or Bromine Solutions UN 1744 I A
2819315	4936565	Sulfur Trioxide, Stabilized UN 1829 I B

APPENDIX A

NOTICE OF SHIPMENT OF TIH-PIH

Indiana & Ohio

TIH/PIH COMMODITY TRANSPORTATION NOTICE

COMPANY PROVIDING NOTICE:

COMMODITY NAME:

MOVEMENT INFORMATION

ORIGIN RAIL STATION	ORIGIN RAILROAD	COMPLETE RAIL ROUTE	
DESTINATION RAIL STATION	DESTINATION RAILROAD	ORIGIN STATION ON IORY	DESTINATION STATION ON IORY
WAYBILL ISSUE DATE	WAYBILL NUMBER	CAR INITIAL	CAR NUMBER
DATE IORY IS REQUESTED TO TAKE POSSESSION			
APPLICABLE RATE AUTHORITY	FREIGHT PAYOR		

CUSTOMER INFORMATION

CONSIGNEE	CONSIGNOR
EMERGENCY CONTACT NAME	EMERGENCY CONTACT PHONE NUMBER

SPECIAL INSTRUCTIONS

IORY INFORMATION FOR SHIPMENT	CUSTOMER REPRESENTATIVE GIVING NOTICE	
NAME	NAME	
TITLE	TITLE	
DATE	DATE	
ESTIMATED MOVE DATE	PHONE	EMAIL

ADDITIONAL INFORMATION FOR CUSTOMER

1. Notice must be delivered to IORY upon transfer of a car or cars containing TIH/PIH to a rail carrier for delivery to IORY.

2. All notices must be accompanied by a waybill and a Material Safety Data Sheet (MSDS) for the commodity listed on the waybill.

3. A notice must be filed for each individual shipment.

4. By providing this notice for shipment, the customer agrees to indemnify and hold harmless IORY and IORY tariffs governing the shipment of TIH/PIH commodities.

5. By providing the notice, IORY does not commit to a specific date or service schedule for the movement of the shipment listed in the application.

EMAIL COMPLETED APPLICATION TO: Marketingservices@railamerica.com or FAX TO: 904-256-0463

MSR TARIFF 0900-1

ORIGINALLY EFFECTIVE: May 6, 2011 **EXPIRES**: May 5, 2012
COMMODITIES: All TIH-PIH Commodities as defined by AAR Circular No. OT-55-Serie (Series "L" attached).
ORIGIN: Holland, MI (when from beyond); rule 11 applies.
DESTINATION: Muskegon, MI.
ROUTE: MSR
PURPOSE: TIH-PIH are inherently dangerous commodities and require special handling. MSR must provide safe transportation for TIH-PIH in accord with existing rules. To that end, MSR has developed a program imposing minimal additional burdens on the shippers. MSR's program starts with notification from a shipper that a car is being forwarded for delivery to MSR. MSR is requiring the pre-notification so that it can verify that the recipient will be able to receive the car or cars when it is delivered, arrange to have an inspector available when the car or cars are received by MSR, arrange to have locomotives and crews available when the TIH-PIH car or cars arrive for interchange to MSR. Before accepting a TIH-PIH car or cars, MSR will inspect that car or cars to make sure of compliance with the requirements of 49 CFR 174.3. Once MSR accepts a car or cars it will put the car or cars into a priority train to immediately deliver the car or cars to the receiver. This train will depart within the 48 hour period required by 49 CFR 174.14, usually much sooner. The priority train will also provide more expeditious service and safer transit to the receiver than handling the car or cars in the normal course of business that would require moving through yards, switching onto a regular train, and starting and stopping at different shippers along the route to the receiver. The train will travel at the appropriate speed for safe operation based on the conditions of the rail line, time of year, weather, and any other relevant factors deemed relevant by MSR operating and/or safety personnel. It is MSR's belief that the transfer of TIH-PIH cars to a priority train will enhance the efficiency of the use of the TIH PIH equipment fleet by expediting delivery to the destination.

ITEM 1000 – GENERAL RULES:

A) Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. MSR-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.

B) Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to MSR in interchange for delivery to the receiver, the shipper shall give notice of the shipment to MSR by providing MSR a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to MSR by the instructions specified on the bottom of Appendix A. MSR shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to MSR.

C) Upon placement of the car or cars containing TIH-PIH upon the interchange track to MSR, a mechanical inspector shall inspect the car or cars as required by 49 CFR 174.9 to make sure that the car or cars comply with the requirements of 49 CFR 174.3.

D) After the inspection, MSR will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

E) All TIH-PIH commodities will be moved in priority train service.

F) No more than 3 cars loaded with TIH-PIH commodities will be transported in the same priority train at any time, unless approved by the General Manager.

ITEM 1001 – PROCEDURE OF DELIVERY AND PLACEMENT OF CARS:

Receiver shall be prepared to receive carloads of TIH-PIH commodities immediately upon notification of availability at destination by MSR. There will no free time granted to receiver once notification takes place. Charges will begin at 12:01AM the morning after notification to the receiver or the first day of deliverable service, whichever occurs first.

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and MSR must then hold the car(s) in its rail facilities, a charge of $1,000 per car, per day or portion thereof will be assessed until the car or cars are placed at the billed destination.

ITEM 1020 is a list of STCC codes that fall under the category of TIH-PIH and will be applicable in assessment of the daily charge and handling.

ITEM 1003 – PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, a penalty of $10,000 may be assessed to the Shipper:

- A car is overloaded, imbalanced or has a shifted load.
- A car is spilling, leaking, or dusting.
- A car containing TIH-PIH commodities or residue is identified moving on MSR for which shipping instructions were not regulatory compliant.

ITEM 1005 – PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS

When MSR provides any of the following tasks to a TIH-PIH car or cars, a charge equating to actual cost plus 25% (minimum $1,000) will be assessed to the party requesting or requiring these services:

- A car needs readjusting, reducing, loading, or unloading of a shipment.
- Repair or cleaning equipment, or clean-up of leaked/spilled materials.
- Applying sprays or suppressants to the shipment or contents.

ITEM 1007 – PROCEDURE ON UNSAFE CONDITION AT CUSTOMER FACILITY:

Where at MSR's sole discretion, safe railway operations are not possible because of an extreme condition or practice including, but not limited to the conditions below, train service will be suspended until the condition is rectified to the satisfaction of MSR's safety/environmental staff.

- A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

ITEM 1009 – LOSS OR DAMAGE:

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of $250.00 or less. Any claims should be filed with the destination MSR.

ITEM 1011 – FUEL SURCHARGE:

Shipments are not subject to Fuel Surcharge Tariffs.

ITEM 1013 – RATE:

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on MSR, the rate shall be:

- One Car - $7, 343 Per Car
- Two Cars - $6, 270 Per Car
- Three or more Cars - $5, 168 Per Car

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

	4821019	Waste Allyl Alcohol UN 1098 I B
	4821261	Waste Toxic Liquid, corrosive, inorganic, n.o.s. UN 3289 I B
	4821722	Waste Hexachlorocyclopentadiene UN 2646 I B
	4830030	Waste Sulfuric acid, fuming UN 1831 I B
2819815	4904209	Ammonia, Anhydrous UN 1005
2819815	4904210	Ammonia, Anhydrous UN 1005
2819815	4904211	Ammonia, Solution UN 3318
3533945	4904879	Ammonia, Anhydrous UN 1005
2899991	4907409	Isobutyl Isocyanate UN 2486 I A
2899991	4907434	Ethyl Isocyanate UN 2481 I A
2899991	4909306	Isopropyl Isocyanate UN 2483 I A
2899991	4909307	Methoxymethyl Isocyanate UN 2605 I A
2899991	4910370	Methacrylonitrile, Stabilized UN 3079 I B
2899991	4916138	Pentaborane UN 1380 I A
2899991	4918180	Tetranitromethane UN 1510 I B
2899991	4918505	Bromine Pentafluoride UN 1745 I A
2899991	4918507	Bromine Trifluoride UN 1746 I B
2818890	4920101	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 A
2818890	4920102	Compressed Gas, toxic, flammable, corrosive, n o.s. UN 3305 A
2818890	4920103	Compressed Gas, toxic, oxidizing, corrosive, n.o.s UN 3306 A
2818890	4920104	Compressed gas, toxic, oxidizing, n.o s UN 3303 A
2818890	4920105	Liquefied gas, toxic, corrosive, n o s. UN 3308 A
2818890	4920106	Selenium Hexafluoride UN 2194 A
2818890	4920107	Diborane UN 1911 A

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920108	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 A
2818890	4920110	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 A
2818890	4920111	Liquefied gas, toxic, oxidizing, n.o.s. UN 3307 A
2813975	4920112	Nitric Oxide. Compressed UN 1660 A
2818890	4920113	Nitric oxide and nitrogen dioxide mixtures or Nitric oxide and dinitrogen tetroxide mixtures UN 1975 A
2818890	4920115	Insecticide gases, toxic, flammable, n.o.s. UN 3355 A
2818890	4920116	Insecticide gases, toxic, flammable, n.o.s. UN 3355 A
2818890	4920122	Hydrogen Selenide, anhydrous UN 2202 A
2818890	4920135	Arsine UN 2188 A
2818890	4920160	Phosphine UN 2199 A
2818890	4920164	Liquefied gas, toxic, flammable, n.o.s UN 3160 A
2818890	4920165	Compressed Gas, toxic, flammable, n.o.s. UN 1953 A
2818890	4920167	Stibine UN 2676 A
2818890	4920173	Oxygen Difluoride, Compressed UN 2190 A
2818890	4920174	Dinitrogen Tetroxide UN 1067 A
2818890	4920175	Nitrogen Trioxide UN 2421 A
2818890	4920178	Cyanogen Chloride, Stabilized UN 1589 A
2818890	4920180	Fluorine, Compressed UN 1045 A
2818890	4920181	Compressed Gas, toxic, n.o.s. UN 1955 A
2818890	4920183	Phosphorus Pentafluoride UN 2198 B
2818820	4920184	Phosgene UN 1076 A
2818890	4920187	Sulfur Tetrafluoride UN 2418 A
2818890	4920188	Tellurium Hexafluoride UN 2195 A
2818890	4920189	Chlorine Pentafluoride UN 2548 A

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920195	Liquefied gas, toxic, n.o.s. UN 3162 A
2818890	4920196	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920300	Compressed Gas, toxic, corrosive, n o s UN 3304 C
2818890	4920301	Compressed Gas, toxic, corrosive, n o.s. UN3304 D
2818890	4920302	Insecticide gases, toxic, flammable, n o.s UN 3355 B
2818890	4920303	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 B
2818890	4920304	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 C
2818890	4920305	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 D
2818890	4920306	Compressed Gas, toxic, oxidizing, corrosive, n.o.s. UN 3306 B
2818890	4920307	Compressed Gas, toxic oxidizing, corrosive, n o.s. UN 3306 C
2818890	4920308	Compressed Gas, toxic oxidizing, corrosive, n o s. UN 3306 D
2818890	4920309	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 C
2818890	4920310	Compressed gas, toxic, oxidizing, n.o.s UN 3303 D
2818890	4920311	Liquefied gas, toxic, corrosive, n.o s. UN 3308 B
2818890	4920312	Liquefied gas, toxic, oxidizing, corrosive, n.o s UN 3310 B
2818890	4920313	Liquefied gas, toxic, corrosive, n.o s. UN 3308 C
2818890	4920314	Liquefied gas, toxic, flammable, corrosive, n.o s. UN 3309 B
2818890	4920315	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 D
2818890	4920316	Liquefied gas, toxic, flammable, corrosive, n.o s UN 3309 C
2818890	4920317	Liquefied gas, toxic, oxidizing, n o.s. UN 3307 B
2818890	4920318	Liquefied gas, toxic, flammable, corrosive, n.o.s UN 3309 D
2818890	4920319	Liquefied gas, toxic, oxidizing, n o.s UN 3307 C
2818890	4920320	Liquefied gas, toxic, oxidizing, corrosive, n o.s. UN 3310 C
2818890	4920321	Liquefied gas, toxic, oxidizing, n.o s. UN 3307 D

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920322	Insecticide gases, toxic, flammable, n.o.s. UN 3355 C
2818890	4920323	Insecticide gases, toxic, flammable, n.o.s. UN 3355 D
2818890	4920324	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 B
2818890	4920325	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 D
2818890	4920331	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 C
2818890	4920337	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 B
2818890	4920342	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920343	Carbon Monoxide and Hydrogen mixture, Compressed UN 2600
2818890	4920344	Oil Gas, Compressed UN 1071
2813964	4920346	Trifluorochloroethylene, Stabilized UN 1082 C
2818890	4920347	Trifluoroacetyl Chloride UN 3057 B
2818890	4920348	Hydrogen Iodide, anhydrous UN 2197 C
2899991	4920349	Boron Trichloride UN 1741 C
2818890	4920351	Carbonyl Sulfide UN 2204 C
2899991	4920352	Chlorine Trifluoride UN 1749 B
2818239	4920353	Ethylene Oxide or Ethylene Oxide with Nitrogen UN 1040 D
2818890	4920354	Germane UN 2192 B
2813950	4920355	Methyl Mercaptan UN 1064 C
2818890	4920356	Perchloryl Fluoride UN 3083 B
2818890	4920357	Silicon Tetrafluoride UN 1859 B
2819815	4920359	Ammonia, Anhydrous UN 1005 D
2819815	4920360	Ammonia, Solution UN 3318 D
2818890	4920368	Liquefied gas, toxic, n.o s UN 3162 C
2818890	4920369	Liquefied gas, toxic, n.o.s UN 3162 D

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920371	Tungsten Hexafluoride UN 2196 B
2818890	4920373	Compressed Gas, toxic, n.o.s. UN 1955 D
2818890	4920375	Compressed Gas, toxic, n.o.s. UN 1955 C
2818890	4920378	Compressed Gas, toxic, flammable, n.o.s. UN 1953 C
2818890	4920379	Compressed Gas, toxic, flammable, n.o.s. UN 1953 D
2818890	4920380	Liquefied gas, toxic, flammable, n.o.s. UN 3160 C
2818890	4920381	Liquefied gas, toxic, flammable, n.o.s. UN 3160 D
2818890	4920382	Liquefied gas, toxic, flammable, n.o.s. UN 3160 B
2879951	4920392	Chloropicrin and Methyl Chloride mixtures UN 1582 B
2899991	4920394	Methylchlorosilane UN 2534 B
2818890	4920395	Cyanogen UN 1026 B
2818890	4920396	Compressed Gas, toxic, flammable n.o.s. UN 1953 B
2818890	4920398	Dichlorosilane UN 2189 B
2813932	4920399	Carbon Monoxide, Compressed UN 1016 D
2813920	4920502	Hydrogen Bromide, anhydrous UN 1048 C
2813922	4920503	Hydrogen Chloride, anhydrous UN 1050 C
2813922	4920504	Hydrogen Chloride, refrigerated liquid UN 2186 C
2818890	4920505	Compressed Gas, toxic, n o s. UN 1955 C
2819997	4920508	Sulfur Dioxide UN 1079 C
2818890	4920509	Nitrosyl Chloride UN 1069 C
2818890	4920510	Gas Identification set NA 9035
2813932	4920511	Carbon Monoxide, refrigerated liquid NA 9202 D
2813946	4920513	Hydrogen Sulfide UN 1053 B
2818890	4920515	Hexaethyl tetraphosphate and compressed gas mixtures UN 1612 C

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2813914	4920516	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2813914	4920518	Methyl Bromide UN 1062 C
2819972	4920522	Boron Trifluoride UN 1008 B
2812815	4920523	Chlorine UN 1017 B
2818890	4920526	Sulfuryl Fluoride UN 2191 D
2912130	4920527	Coal Gas, Compressed UN 1023 C
2818890	4920528	Hexafluoroacetone UN 2420 B
2818890	4920530	Organic phosphate, mixed with compressed gas or Organic phosphate compound, mixed with compressed gas or Organic phosphorus compound, mixed with compressed gas NA 1955 C
2818890	4920534	Gas sample, non-pressurized, toxic, flammable, n.o.s UN 3168
2818890	4920535	Parathion and Compressed gas mixture NA 1967 C
2818890	4920536	Gas sample, non-pressurized, toxic, n.o.s. UN 3169
2818890	4920547	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2879936	4920550	Insecticide gases, toxic, n.o.s. UN 1967 C
2899991	4920556	Compressed Gas, toxic, n.o.s. UN 1955 B
2818890	4920559	Carbonyl Fluoride UN 2417 B
2818890	4920570	Compressed Gas, toxic, n.o.s. UN 1955 B
2818890	4920571	Liquefied gas, toxic, n o.s UN 3162 B
2818008	4920715	Bromine Chloride UN 2901 B
2899991	4921000	Toxic by Inhalation liquid, n.o.s. UN 3382 I B
2899991	4921003	Toxic by Inhalation liquid, flammable, n.o.s UN 3384 I B
2818009	4921004	Allylamine UN 2334 I B
2899991	4921006	Toxic by Inhalation liquid, water-reactive, n.o s UN 3386 I B
2899991	4921008	Methyl Phosphonous Dichloride, pyrophoric liquid NA 2845 I B

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2899991	4921009	Chloroacetonitrile UN 2668 II B
2899991	4921010	Cyclohexyl Isocyanate UN 2488 I B
2819415	4921016	Phosphorus Trichloride UN 1809 I B
2818410	4921019	Allyl Alcohol UN 1098 I B
2818037	4921020	Ethyl Chloroformate UN 1182 I B
2899991	4921023	Toxic by Inhalation liquid, oxidizing, n o s UN 3388 I B
2899991	4921024	Toxic by Inhalation liquid, corrosive, n.o.s. UN 3390 I B
2819434	4921028	Hydrocyanic acid, aqueous solutions or Hydrogen cyanide, aqueous solutions UN 1613 I B
2899991	4921063	Trimethylacetyl Chloride UN 2438 I B
2818023	4921202	Dimethylhydrazine, Unsymmetrical UN 1163 I B
2899991	4921207	sec-Butyl Chloroformate NA 2742 I B
2899991	4921211	Isobutyl Chloroformate NA 2742 I B
2899991	4921213	Trimethoxysilane NA 9269 I B
2815151	4921216	Phenyl Isocyanate UN 2487 I B
2819434	4921239	Hydrogen Cyanide, solution in alcohol UN 3294 I B
2899991	4921245	Methanesulfonyl Chloride UN 3246 I B
2818123	4921248	Crotonalydehyde, Stabilized UN 1143 I B
2818023	4921251	Dimethylhydrazine, Symmetrical UN 2382 I B
2899991	4921252	Isopropyl Chloroformate UN 2407 I B
2899991	4921254	Diketene, Stabilized UN 2521 I B
2899991	4921255	Methyl Orthosilicate UN 2606 I B
2899991	4921275	Methyldichloroarsine NA 1556 I B
2819962	4921287	Toxic by Inhalation liquid, corrosive, n.o s. UN 3390 I B
2819962	4921288	Toxic by Inhalation liquid, corrosive, n.o s. UN 3390 I B

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2899991	4921304	Methyl Iodide UN 2644 I B
2818915	4921401	Acetone Cyanohydrin, Stabilized UN 1541 I B
2899991	4921402	2-Chloroethanal UN 2232 I B
2899991	4921404	Ethyldichloroarsine UN 1892 I B
2818131	4921405	Dimethyl Sulfate UN 1595 I B
2818930	4921413	Phenyl Mercaptan UN 2337 I B
2818830	4921414	Chloropicrin UN 1580 I B
2818138	4921420	Ethylene Chlorohydrin UN 1135 I B
2879934	4921438	Methyl Bromide and Ethylene dibromide mixtures, liquid UN 1647 I B
2899991	4921473	Perchloromethyl Mercaptan UN 1670 I B
2818063	4921487	Methyl Isothiocyanate UN 2477 I B
2899991	4921495	2-Methyl-2-Heptanethiol UN 3023 I B
2818184	4921497	Ethylene Dibromide UN 1605 I B
2818104	4921558	Chloroacetone, Stabilized UN 1695 I B
2899991	4921587	Phenylcarbylamine Chloride UN 1672 I B
2899991	4921695	Methyl Phosphonic Dichloride NA 9206 I B
2818331	4921722	Hexachlorocyclopentadiene UN 2646 I B
2818168	4921727	Bromoacetone UN 1569 II B
2899991	4921730	n-Butyl Chloroformate UN 2743 I B
2899991	4921741	3, 5-Dichloro-2, 4, 6-Trifluoropyridine NA 9264 I B
2899991	4921742	Ethyl Phosphonous Dichloride, Anhydrous pyrophoric liquid NA 2845 I B
2899991	4921744	Ethyl Phosphorodichloridate NA 2927 I B
2899991	4921745	Ethyl Phosphonothioic Dichloride, Anhydrous NA 2927 I B
2899991	4921746	Chloropivaloyl Chloride NA 9263 I B

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2899991	4921756	n-Propyl Chloroformate UN 2740 I B
2899991	4923113	Allyl Chloroformate UN 1722 I B
2815210	4923117	Chloroacetyl Chloride UN 1752 I B
2899991	4923209	Arsenic Trichloride UN 1560 I B
2899991	4923298	Thiophosgene UN 2474 II B
2899991	4927004	Iron Pentacarbonyl UN 1994 I A
2899991	4927006	Ethyleneimine, Stabilized UN 1185 I A
2818101	4927007	Acrolein, Stabilized UN 1092 I A
2818454	4927008	Methyl Chloroformate UN 1238 I A
2818298	4927009	Methyl Isocyanate UN 2480 I A
2819535	4927010	Nickel Carbonyl UN 1259 I A
2899991	4927011	Methylhydrazine UN 1244 I A
2899991	4927012	Methyl Chloromethyl Ether UN 1239 I A
2819434	4927014	Hydrogen Cyanide, stabilized UN 1051 I A
2899991	4927018	Toxic by Inhalation liquid, n.o.s. UN 3381 I A
2899991	4927019	Toxic by Inhalation liquid, flammable, n.o.s. UN 3383 I A
2818057	4927022	Methyl Vinyl Ketone Stabilized UN 1251 I A
2899991	4927023	Toxic by Inhalation liquid, water-reactive, n.o s. UN 3385 I A
2899991	4927024	Toxic by Inhalation liquid, oxidizing, n.o s UN 3387 I A
2899991	4927025	n-Propyl Isocyanate UN 2482 I A
2899991	4927026	tert-Butyl Isocyanate UN 2484 I A
2815207	4927027	n-Butyl Isocyanate UN 2485 I B
2899991	4927028	Toxic by Inhalation liquid, corrosive, n.o s. UN 3389 I A
2899991	4927099	Toxic by Inhalation liquid, corrosive, n.o s. UN 3390 I B

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2819484	4930024	Hydrogen Fluoride, Anhydrous UN 1052 I C
2819340	4930030	Sulfuric acid, fuming UN 1831 I B
2819325	4930050	Sulfur Trioxide, Stabilized UN 1829 I B
2819422	4930204	Chlorosulfonic Acid UN 1754 I B
2819961	4930260	Sulfuryl Chloride UN 1834 I A
2819215	4931201	Nitric Acid, red fuming UN 2032 I B
2899991	4932010	Boron Tribromide UN 2692 I B
2819416	4932352	Phosphorus Oxychloride UN 1810 II B
2819971	4932385	Titanium Tetrachloride UN 1838 II B
2899991	4933327	Ethyl Chlorothioformate UN 2826 II B
2899991	4935231	Trichloroacetyl Chloride UN 2442 II B
2819919	4936106	Bromine Solutions UN 1744 I B
2819919	4936110	Bromine or Bromine Solutions UN 1744 I A
2819315	4936565	Sulfur Trioxide, Stabilized UN 1829 I B

APPENDIX A NOTICE OF SHIPMENT OF TIH-PIH

TIH/PIH COMMODITY TRANSPORTATION NOTICE

COMPANY PROPRIETARY

COMMODITY NAME

MOVEMENT INFORMATION

ORIGIN RAIL STATION	ORIGIN RAILROAD	COMPLETE RAIL ROUTE	
DESTINATION RAILROAD	DESTINATION RAIL ROAD	TRANSVERSING ROADS	DESTINATION STATION ROADS
WAYBILL NO. DATE	WAYBILL NO. NUMBER	CAR INITIAL	CAR NUMBER	LA & M IS REQUIRED TO TRACK PASSAGE?
APPLICABLE RAIL AUTHORITY		TARIFF REFERENCE	

CUSTOMER INFORMATION

CONSIGNEE	CONSIGNOR
EMPLOYER'S ACCT NAME	EMERGENCY CONTACT PHONE NUMBER

SPECIAL INSTRUCTIONS

MSR INFORMATION FOR SHIPMENT		CUSTOMER REPRESENTATIVE GIVING NOTICE	
NAME		NAME	
TITLE		TITLE	
DATE		DATE	
ESTIMATED MOVE DATE		PHONE	EMAIL

ADDITIONAL INFORMATION FOR CUSTOMER

1. Notice must be delivered to MSR upon tender of a car or cars containing TIH/PIH to a rail carrier for delivery to MSR.
2. All notices must be accompanied by a waybill and a Material Safety Data Sheet. (MSDS), for the commodity stated on the waybill.
3. A notice must be filed for each individual shipment.
4. By sending the notice for shipment, the customer agrees to conform to and be bound by all applicable industry and MSR tariffs governing the shipment of TIH/PIH commodities.
5. By receiving the notice, MSR does not commit to a specific date or service schedule for the movement of the shipment listed in the application.

EMAIL COMPLETED APPLICATION TO Marketingservices@railamerica.com or FAX TO: 904-256-0463

Point Comfort & Northern Railway

PCN TARIFF 0900-1

ORIGINALLY EFFECTIVE: May 6, 2011 **EXPIRES**: May 5, 2012
COMMODITIES: All TIH-PIH Commodities as defined by AAR Circular No. OT-55-Series (Series "L" attached).
ORIGIN: When from connections at all PCN interchange points; rule 11 applies.
DESTINATION: To all PCN served stations.
ROUTE: PCN
PURPOSE: TIH-PIH are inherently dangerous commodities and require special handling. PCN must provide safe transportation for TIH-PIH in accord with existing rules. To that end, PCN has developed a program imposing minimal additional burdens on the shippers. PCN's program starts with notification from a shipper that a car is being forwarded for delivery to PCN. PCN is requiring the pre-notification so that it can verify that the recipient will be able to receive the car or cars when it is delivered, arrange to have an inspector available when the car or cars are received by PCN, arrange to have locomotives and crews available when the TIH-PIH car or cars arrive for interchange to PCN. Before accepting a TIH-PIH car or cars, PCN will inspect that car or cars to make sure of compliance with the requirements of 49 CFR 174.3. Once PCN accepts a car or cars it will put the car or cars into a priority train to immediately deliver the car or cars to the receiver. This train will depart within the 48 hour period required by 49 CFR 174.14, usually much sooner. The priority train will also provide more expeditious service and safer transit to the receiver than handling the car or cars in the normal course of business that would require moving through yards, switching onto a regular train, and starting and stopping at different shippers along the route to the receiver. The train will travel at the appropriate speed for safe operation based on the conditions of the rail line, time of year, weather, and any other relevant factors deemed relevant by PCN operating and/or safety personnel. It is PCN's belief that the transfer of TIH-PIH cars to a priority train will enhance the efficiency of the use of the TIH PIH equipment fleet by expediting delivery to the destination.

ITEM 1000 – GENERAL RULES:

A) Not subject to Rule 24 of tariff STB-UFC-6000 Series. Any services not covered by the charges in this document are subject to the rules and provisions of the 6006-series, & 6007-series Charge Catalogs. This Rate Authority can be cancelled upon 20 days notice. Reverse application applies only on rejected shipments moving back toward original origin via reverse route. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. PCN-T-0900-series must be shown on all bills of lading tendered for shipment. Except when specifically provided herein, rates do not include switching charges at origin or destination. Shipments shall be billed accounting Rule 11.

B) Upon tender of a car or cars containing TIH-PIH to a rail carrier for delivery to PCN in interchange for delivery to the receiver, the shipper shall give notice of the shipment to PCN by

providing PCN a copy of the Notice attached as Appendix A hereto. The Notice must be completely filled out and tendered to PCN by the instructions specified on the bottom of Appendix A. PCN shall use the Notice to track the car in order to be able to comply with the regulatory requirements once the car or cars arrive for interchange to PCN.

C) Upon placement of the car or cars containing TIH-PIH upon the interchange track to PCN, a mechanical inspector shall inspect the car or cars as required by 49 CFR 174.9 to make sure that the car or cars comply with the requirements of 49 CFR 174.3.

D) After the inspection, PCN will notify the recipient of the arrival of the car or cars and the estimated time of delivery.

E) All TIH-PIH commodities will be moved in priority train service.

F) No more than 3 cars loaded with TIH-PIH commodities will be transported in the same priority train at any time, unless approved by the General Manager.

ITEM 1001 – PROCEDURE ON DELIVERY AND PLACEMENE OF CARS:

Receiver shall be prepared to receive carloads of TIH-PIH commodities immediately upon notification of availability at destination by PCN. There will no free time granted to receiver once notification takes place. Charges will begin at 12:01AM the morning after notification to the receiver or the first day of deliverable service, whichever occurs first.

If a receiver or receiving location is unable to accept a TIH-PIH commodity carload when it is first tendered after notice and available for delivery, and PCN must then hold the car(s) in its rail facilities, a charge of $1,000 per car, per day or portion thereof will be assessed until the car or cars are placed at the billed destination.

ITEM1020 is a list of STCC codes that fall under the category of TIH-PIH and will be applicable in assessment of the daily charge and handling.

ITEM 1003 – PROCEDURE ON UNSAFE OR IMPROPERLY LOADED CARS:

When a car is deemed unsafe based on the criteria below or for failure to comply with 49 CFR 174.3, a penalty of $10,000 may be assessed to the Shipper:

- A car is overloaded, imbalanced or has a shifted load.
- A car is spilling, leaking, or dusting.
- A car containing TIH-PIH commodities or residue is identified moving on PCN for which shipping instructions were not regulatory compliant.

ITEM 1005 – PROCEDURE ON ANY MAJOR ADJUSTMENT FOR TIH-PIH CARS:

When PCN provides any of the following tasks to a TIH-PIH car or cars, a charge equating to actual cost plus 25% (minimum $1,000) will be assessed to the party requesting or requiring these services:

- A car needs readjusting, reducing, loading, or unloading of a shipment.
- Repair or cleaning equipment, or clean-up of leaked/spilled materials.
- Applying sprays or suppressants to the shipment or contents.

ITEM 1007 – PROCEDURE ON UNSAFE CONDITIONS AT CUSTOMER FACILITY:

Where at PCN's sole discretion, safe railway operations are not possible because of an extreme condition or practice including, but not limited to the conditions below, train service will be suspended until the condition is rectified to the satisfaction of PCN's safety/environmental staff.

- A CONDITION OR PRACTICE LIKELY TO CAUSE: PERMANENT DISABILITY; LOSS OF LIFE OR BODY PART; EXTENSIVE LOSS OF STRUCTURE, EQUIPMENT OR MATERIAL; OR REPEATED/OR MULTIPLE UNRESOLVED CONDITIONS OR PRACTICES THAT MAY HAVE A SAFE WORK-AROUND.

ITEM 1009 – LOSS OR DAMAGE:

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by receiver for amounts of $250.00 or less. Any claims should be filed with the destination PCN.

ITEM 1011 - FUEL SURCHARGE:

Shipments are not subject to Fuel Surcharge Tariffs.

ITEM 1013 – RATE:

Notwithstanding any other rate provisions for transportation of a TIH-PIH car on PCN, the rate shall be:

- One Car $5,955 Per Car
- Two Cars $4,882 Per Car
- Three or more Cars $3,802 Per Car

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)
(HazardZone A, B, C, or D)

	4821019	Waste Allyl Alcohol UN 1098 I B
	4821261	Waste Toxic Liquid, corrosive, inorganic, n o s. UN 3289 I B
	4821722	Waste Hexachlorocyclopentadiene UN 2646 I B
	4830030	Waste Sulfuric acid, fuming UN 1831 I B
2819815	4904209	Ammonia, Anhydrous UN 1005
2819815	4904210	Ammonia, Anhydrous UN 1005
2819815	4904211	Ammonia, Solution UN 3318
3533945	4904879	Ammonia, Anhydrous UN 1005
2899991	4907409	Isobutyl Isocyanate UN 2486 I A
2899991	4907434	Ethyl Isocyanate UN 2481 I A
2899991	4909306	Isopropyl Isocyanate UN 2483 I A
2899991	4909307	Methoxymethyl Isocyanate UN 2605 I A
2899991	4910370	Methacrylonitrile, Stabilized UN 3079 I B
2899991	4916138	Pentaborane UN 1380 I A
2899991	4918180	Tetranitromethane UN 1510 I B
2899991	4918505	Bromine Pentafluoride UN 1745 I A
2899991	4918507	Bromine Trifluoride UN 1746 I B
2818890	4920101	Compressed Gas, toxic, corrosive, n o s UN 3304 A
2818890	4920102	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 A
2818890	4920103	Compressed Gas, toxic, oxidizing, corrosive, n.o.s. UN 3306 A
2818890	4920104	Compressed gas, toxic, oxidizing, n.o s. UN 3303 A
2818890	4920105	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 A
2818890	4920106	Selenium Hexafluoride UN 2194 A
2818890	4920107	Diborane UN 1911 A

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920108	Liquefied gas, toxic, flammable, corrosive, n.o.s. UN 3309 A
2818890	4920110	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 A
2818890	4920111	Liquefied gas, toxic, oxidizing, n.o s. UN 3307 A
2813975	4920112	Nitric Oxide, Compressed UN 1660 A
2818890	4920113	Nitric oxide and nitrogen dioxide mixtures or Nitric oxide and dinitrogen tetroxide mixtures UN 1975 A
2818890	4920115	Insecticide gases, toxic, flammable, n.o.s. UN 3355 A
2818890	4920116	Insecticide gases, toxic, flammable, n.o.s. UN 3355 A
2818890	4920122	Hydrogen Selenide, anhydrous UN 2202 A
2818890	4920135	Arsine UN 2188 A
2818890	4920160	Phosphine UN 2199 A
2818890	4920164	Liquefied gas, toxic, flammable, n.o.s. UN 3160 A
2818890	4920165	Compressed Gas, toxic, flammable, n.o.s. UN 1953 A
2818890	4920167	Stibine UN 2676 A
2818890	4920173	Oxygen Difluoride, Compressed UN 2190 A
2818890	4920174	Dinitrogen Tetroxide UN 1067 A
2818890	4920175	Nitrogen Trioxide UN 2421 A
2818890	4920178	Cyanogen Chloride, Stabilized UN 1589 A
2818890	4920180	Fluorine, Compressed UN 1045 A
2818890	4920181	Compressed Gas, toxic, n.o.s. UN 1955 A
2818890	4920183	Phosphorus Pentafluoride UN 2198 B
2818820	4920184	Phosgene UN 1076 A
2818890	4920187	Sulfur Tetrafluoride UN 2418 A
2818890	4920188	Tellurium Hexafluoride UN 2195 A
2818890	4920189	Chlorine Pentafluoride UN 2548 A

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920195	Liquefied gas, toxic, n.o s UN 3162 A
2818890	4920196	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920300	Compressed Gas, toxic. corrosive, n.o.s. UN 3304 C
2818890	4920301	Compressed Gas, toxic, corrosive, n.o s. UN3304 D
2818890	4920302	Insecticide gases, toxic, flammable, n.o.s. UN 3355 B
2818890	4920303	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 B
2818890	4920304	Compressed Gas, toxic, flammable, corrosive, n.o.s. UN 3305 C
2818890	4920305	Compressed Gas, toxic, flammable, corrosive, n o s UN 3305 D
2818890	4920306	Compressed Gas, toxic, oxidizing, corrosive, n.o s. UN 3306 B
2818890	4920307	Compressed Gas, toxic, oxidizing, corrosive, n.o.s. UN 3306 C
2818890	4920308	Compressed Gas, toxic, oxidizing, corrosive, n.o.s. UN 3306 D
2818890	4920309	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 C
2818890	4920310	Compressed gas. toxic, oxidizing, n.o.s UN 3303 D
2818890	4920311	Liquefied gas, toxic, corrosive, n o s. UN 3308 B
2818890	4920312	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 B
2818890	4920313	Liquefied gas, toxic, corrosive, n o s. UN 3308 C
2818890	4920314	Liquefied gas, toxic flammable, corrosive, n.o s. UN 3309 B
2818890	4920315	Liquefied gas, toxic, corrosive, n.o.s. UN 3308 D
2818890	4920316	Liquefied gas, toxic, flammable, corrosive, n.o s. UN 3309 C
2818890	4920317	Liquefied gas, toxic, oxidizing, n.o s UN 3307 B
2818890	4920318	Liquefied gas, toxic, flammable. corrosive, n.o s. UN 3309 D
2818890	4920319	Liquefied gas, toxic, oxidizing, n o s. UN 3307 C
2818890	4920320	Liquefied gas, toxic, oxidizing, corrosive, n.o s UN 3310 C
2818890	4920321	Liquefied gas, toxic, oxidizing, n o s. UN 3307 D

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920322	Insecticide gases, toxic, flammable, n.o.s. UN 3355 C
2818890	4920323	Insecticide gases, toxic, flammable, n.o.s. UN 3355 D
2818890	4920324	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 B
2818890	4920325	Liquefied gas, toxic, oxidizing, corrosive, n.o.s. UN 3310 D
2818890	4920331	Compressed Gas, toxic, corrosive, n.o.s. UN 3304 C
2818890	4920337	Compressed gas, toxic, oxidizing, n.o.s. UN 3303 B
2818890	4920342	Ethylene Oxide and Carbon Dioxide mixture UN 3300 D
2818890	4920343	Carbon Monoxide and Hydrogen mixture, Compressed UN 2600
2818890	4920344	Oil Gas, Compressed UN 1071
2813964	4920346	Trifluorochloroethylene, Stabilized UN 1082 C
2818890	4920347	Trifluoroacetyl Chloride UN 3057 B
2818890	4920348	Hydrogen Iodide, anhydrous UN 2197 C
2899991	4920349	Boron Trichloride UN 1741 C
2818890	4920351	Carbonyl Sulfide UN 2204 C
2899991	4920352	Chlorine Trifluoride UN 1749 B
2818239	4920353	Ethylene Oxide or Ethylene Oxide with Nitrogen UN 1040 D
2818890	4920354	Germane UN 2192 B
2813950	4920355	Methyl Mercaptan UN 1064 C
2818890	4920356	Perchloryl Fluoride UN 3083 B
2818890	4920357	Silicon Tetrafluoride UN 1859 B
2819815	4920359	Ammonia, Anhydrous UN 1005 D
2819815	4920360	Ammonia, Solution UN 3318 D
2818890	4920368	Liquefied gas, toxic, n.o.s. UN 3162 C
2818890	4920369	Liquefied gas, toxic, n.o s. UN 3162 D

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2818890	4920371	Tungsten Hexafluoride UN 2196 B
2818890	4920373	Compressed Gas, toxic n.o s UN 1955 D
2818890	4920375	Compressed Gas, toxic, n.o.s. UN 1955 C
2818890	4920378	Compressed Gas, toxic, flammable, n.o s. UN 1953 C
2818890	4920379	Compressed Gas, toxic, flammable, n.o.s UN 1953 D
2818890	4920380	Liquefied gas, toxic, flammable, n.o.s UN 3160 C
2818890	4920381	Liquefied gas, toxic, flammable, n.o s UN 3160 D
2818890	4920382	Liquefied gas, toxic, flammable, n.o.s UN 3160 B
2879951	4920392	Chloropicrin and Methyl Chloride mixtures UN 1582 B
2899991	4920394	Methylchlorosilane UN 2534 B
2818890	4920395	Cyanogen UN 1026 B
2818890	4920396	Compressed Gas, toxic, flammable, n.o.s UN 1953 B
2818890	4920398	Dichlorosilane UN 2189 B
2813932	4920399	Carbon Monoxide, Compressed UN 1016 D
2813920	4920502	Hydrogen Bromide, anhydrous UN 1048 C
2813922	4920503	Hydrogen Chloride, anhydrous UN 1050 C
2813922	4920504	Hydrogen Chloride, refrigerated liquid UN 2186 C
2818890	4920505	Compressed Gas, toxic, n.o.s. UN 1955 C
2819997	4920508	Sulfur Dioxide UN 1079 C
2818890	4920509	Nitrosyl Chloride UN 1069 C
2818890	4920510	Gas Identification set NA 9035
2813932	4920511	Carbon Monoxide, refrigerated liquid NA 9202 D
2813946	4920513	Hydrogen Sulfide UN 1053 B
2818890	4920515	Hexaethyl tetraphosphate and compressed gas mixtures UN 1612 C

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2813914	4920516	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2813914	4920518	Methyl Bromide UN 1062 C
2819972	4920522	Boron Trifluoride UN 1008 B
2812815	4920523	Chlorine UN 1017 B
2818890	4920526	Sulfuryl Fluoride UN 2191 D
2912130	4920527	Coal Gas, Compressed UN 1023 C
2818890	4920528	Hexafluoroacetone UN 2420 B
2818890	4920530	Organic phosphate, mixed with compressed gas or Organic phosphate compound, mixed with compressed gas or Organic phosphorus compound, mixed with compressed gas NA 1955 C
2818890	4920534	Gas sample, non-pressurized, toxic, flammable, n.o.s UN 3168
2818890	4920535	Parathion and Compressed gas mixture NA 1967 C
2818890	4920536	Gas sample, non-pressurized, toxic, n.o.s. UN 3169
2818890	4920547	Chloropicrin and Methyl Bromide mixtures UN 1581 B
2879936	4920550	Insecticide gases, toxic, n.o.s. UN 1967 C
2899991	4920556	Compressed Gas, toxic, n.o.s UN 1955 B
2818890	4920559	Carbonyl Fluoride UN 2417 B
2818890	4920570	Compressed Gas, toxic, n.o.s. UN 1955 B
2818890	4920571	Liquefied gas, toxic, n.o.s. UN 3162 B
2818008	4920715	Bromine Chloride UN 2901 B
2899991	4921000	Toxic by Inhalation liquid, n.o.s. UN 3382 I B
2899991	4921003	Toxic by Inhalation liquid, flammable, n.o.s. UN 3384 I B
2818009	4921004	Allylamine UN 2334 I B
2899991	4921006	Toxic by Inhalation liquid, water-reactive, n.o.s. UN 3386 I B
2899991	4921008	Methyl Phosphonous Dichloride, pyrophoric liquid NA 2845 I B

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2899991	4921009	Chloroacetonitrile UN 2668 II B
2899991	4921010	Cyclohexyl Isocyanate UN 2488 I B
2819415	4921016	Phosphorus Trichloride UN 1809 I B
2818410	4921019	Allyl Alcohol UN 1098 I B
2818037	4921020	Ethyl Chloroformate UN 1182 I B
2899991	4921023	Toxic by Inhalation liquid, oxidizing, n.o.s UN 3388 I B
2899991	4921024	Toxic by Inhalation liquid, corrosive, n.o.s. UN 3390 . B
2819434	4921028	Hydrocyanic acid, aqueous solutions or Hydrogen cyanide, aqueous solutions UN 1613 I B
2899991	4921063	Trimethylacetyl Chloride UN 2438 I B
2818023	4921202	Dimethylhydrazine, Unsymmetrical UN 1163 I B
2899991	4921207	sec-Butyl Chloroformate NA 2742 I B
2899991	4921211	Isobutyl Chloroformate NA 2742 I B
2899991	4921213	Trimethoxysilane NA 9269 I B
2815151	4921216	Phenyl Isocyanate UN 2487 I B
2819434	4921239	Hydrogen Cyanide, solution in alcohol UN 3294 I B
2899991	4921245	Methanesulfonyl Chloride UN 3246 I B
2818123	4921248	Crotonalydehyde, Stabilized UN 1143 I B
2818023	4921251	Dimethylhydrazine, Symmetrical UN 2382 I B
2899991	4921252	Isopropyl Chloroformate UN 2407 I B
2899991	4921254	Diketene, Stabilized UN 2521 I B
2899991	4921255	Methyl Orthosilicate UN 2606 I B
2899991	4921275	Methyldichloroarsine NA 1556 I B
2819962	4921287	Toxic by Inhalation liquid, corrosive. n o s. UN 3390 I B
2819962	4921288	Toxic by Inhalation liquid, corrosive. n.o.s UN 3390 I B

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2899991	4921304	Methyl Iodide UN 2644 I B
2818915	4921401	Acetone Cyanohydrin, Stabilized UN 1541 I B
2899991	4921402	2-Chloroethanal UN 2232 I B
2899991	4921404	Ethyldichloroarsine UN 1892 I B
2818131	4921405	Dimethyl Sulfate UN 1595 I B
2818930	4921413	Phenyl Mercaptan UN 2337 I B
2818830	4921414	Chloropicrin UN 1580 I B
2818138	4921420	Ethylene Chlorohydrin UN 1135 I B
2879934	4921438	Methyl Bromide and Ethylene dibromide mixtures, liquid UN 1647 I B
2899991	4921473	Perchloromethyl Mercaptan UN 1670 I B
2818063	4921487	Methyl Isothiocyanate UN 2477 I B
2899991	4921495	2-Methyl-2-Heptanethiol UN 3023 I B
2818184	4921497	Ethylene Dibromide UN 1605 I B
2818104	4921558	Chloroacetone, Stabilized UN 1695 I B
2899991	4921587	Phenylcarbylamine Chloride UN 1672 I B
2899991	4921695	Methyl Phosphonic Dichloride NA 9206 I B
2818331	4921722	Hexachlorocyclopentadiene UN 2646 I B
2818168	4921727	Bromoacetone UN 1569 II B
2899991	4921730	n-Butyl Chloroformate UN 2743 I B
2899991	4921741	3, 5-Dichloro-2, 4, 6-Trifluoropyridine NA 9264 I B
2899991	4921742	Ethyl Phosphonous Dichloride, Anhydrous pyrophoric liquid NA 2845 I B
2899991	4921744	Ethyl Phosphorodichloridate NA 2927 I B
2899991	4921745	Ethyl Phosphonothioic Dichloride, Anhydrous NA 2927 I B
2899991	4921746	Chloropivaloyl Chloride NA 9263 I B

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2899991	4921756	n-Propyl Chloroformate UN 2740 I B
2899991	4923113	Allyl Chloroformate UN 1722 I B
2815210	4923117	Chloroacetyl Chloride UN 1752 I B
2899991	4923209	Arsenic Trichloride UN 1560 I B
2899991	4923298	Thiophosgene UN 2474 II B
2899991	4927004	Iron Pentacarbonyl UN 1994 I A
2899991	4927006	Ethyleneimine, Stabilized UN 1185 I A
2818101	4927007	Acrolein, Stabilized UN 1092 I A
2818454	4927008	Methyl Chloroformate UN 1238 I A
2818288	4927009	Methyl Isocyanate UN 2480 I A
2819535	4927010	Nickel Carbonyl UN 1259 I A
2899991	4927011	Methylhydrazine UN 1244 I A
2899991	4927012	Methyl Chloromethyl Ether UN 1239 I A
2819434	4927014	Hydrogen Cyanide, stabilized UN 1051 I A
2899991	4927018	Toxic by Inhalation liquid, n.o.s. UN 3381 I A
2899991	4927019	Toxic by Inhalation liquid, flammable, n.o s. UN 3383 I A
2818057	4927022	Methyl Vinyl Ketone, Stabilized UN 1251 I A
2899991	4927023	Toxic by Inhalation liquid, water-reactive, n.o.s UN 3385 I A
2899991	4927024	Toxic by Inhalation liquid, oxidizing, n.o.s. UN 3387 I A
2899991	4927025	n-Propyl Isocyanate UN 2482 I A
2899991	4927026	tert-Butyl Isocyanate UN 2484 I A
2815207	4927027	n-Butyl Isocyanate UN 2485 I B
2899991	4927028	Toxic by Inhalation liquid, corrosive, n o.s UN 3389 I A
2899991	4927099	Toxic by Inhalation liquid, corrosive, n o s UN 3390 I B

ITEM 1020: List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH)

2819484	4930024	Hydrogen Fluoride, Anhydrous UN 1052 I C
2819340	4930030	Sulfuric acid, fuming UN 1831 I B
2819325	4930050	Sulfur Trioxide, Stabilized UN 1829 I B
2819422	4930204	Chlorosulfonic Acid UN 1754 I B
2819961	4930260	Sulfuryl Chloride UN 1834 I A
2819215	4931201	Nitric Acid, red fuming UN 2032 I B
2899991	4932010	Boron Tribromide UN 2692 I B
2819416	4932352	Phosphorus Oxychloride UN 1810 II B
2819971	4932385	Titanium Tetrachloride UN 1838 II B
2899991	4933327	Ethyl Chlorothioformate UN 2826 II B
2899991	4935231	Trichloroacetyl Chloride UN 2442 II B
2819919	4936106	Bromine Solutions UN 1744 I B
2819919	4936110	Bromine or Bromine Solutions UN 1744 I A
2819315	4936565	Sulfur Trioxide, Stabilized UN 1829 I B

APPENDIX A

NOTICE OF SHIPMENT OF TIH-PIH

PCN Port Central Railway Solution

TIH/PIH COMMODITY TRANSPORTATION NOTICE

COMPANY PROVIDING NOTICE:

COMMODITY NAME:

MOVEMENT INFORMATION

ORIGIN LOCATION	ORIGIN RAILROAD	COMPLETE RAIL ROUTE:	
DESTINATION LOCATION:	DESTINATION RAILROAD:	FOREIGN STATION ON PCN	DESTINATION STATION ON PCN
WAYBILL DATE	WAYBILL/BOL NUMBER	CAR INITIAL	CAR NUMBER:
DATE PCN IS REQUESTED TO TAKE POSSESSION:			
APPLICABLE RATE ALTHEIN:		FREIGHT PAYER:	

CUSTOMER INFORMATION

CONSIGNEE:	CONSIGNOR:
EMERGENCY CONTACT NAME	EMERGENCY CONTACT PHONE NUMBER:

SPECIAL INSTRUCTIONS

PCN INFORMATION FOR SHIPMENT	CUSTOMER REPRESENTATIVE GIVING NOTICE	
NAME:	NAME:	
TITLE:	TITLE:	
DATE:	DATE:	
ESTIMATED MOVE DATE	PHONE:	EMAIL:

ADDITIONAL INFORMATION FOR CUSTOMER

1. Notice must be delivered to PCN upon tender of a car or cars containing TIH/PIH to a rail carrier for delivery to PCN.

2. All notices must be accompanied by a waybill and a Material Safety Data Sheet (MSDS) for the commodity listed on the waybill.

3. A notice must be filed for each individual shipment.

4. By sending the notice for shipment, the customer agrees to conform to and be bound by all applicable interstate and PCN tariffs governing the shipment of TIH/PIH commodities.

5. By receiving the notice, PCN does not commit to a specific date or service schedule for the movement of the shipment listed in the application.

EMAIL COMPLETED APPLICATION TO: Marketingservices@railamerica.com or FAX TO: 904-256-0463

EXHIBIT B – TIH/PIH STANDARD OPERATING PRACTICE

PUBLIC VERSION

TIH/PIH Standard Operating Practice (SOP)

Implementation Proposal

A proposal to modify RailAmerica's policies and procedures for handling TIH/PIH commodities.

A cross functional team of RailAmerica employees was charged with developing operating practices that go beyond "industry standards" in order to further reduce the risk of moving TIH/PIH commodities.

2

SOP Recommendations

The team recommended that railaroads owned by RailAmerica move all TIH/PIH shipments in dedicated train service at no more than 10 MPH.

The team recommended that a qualified mechanical employee inspect every TIH/PIH car before pulling the car from the interchange track.

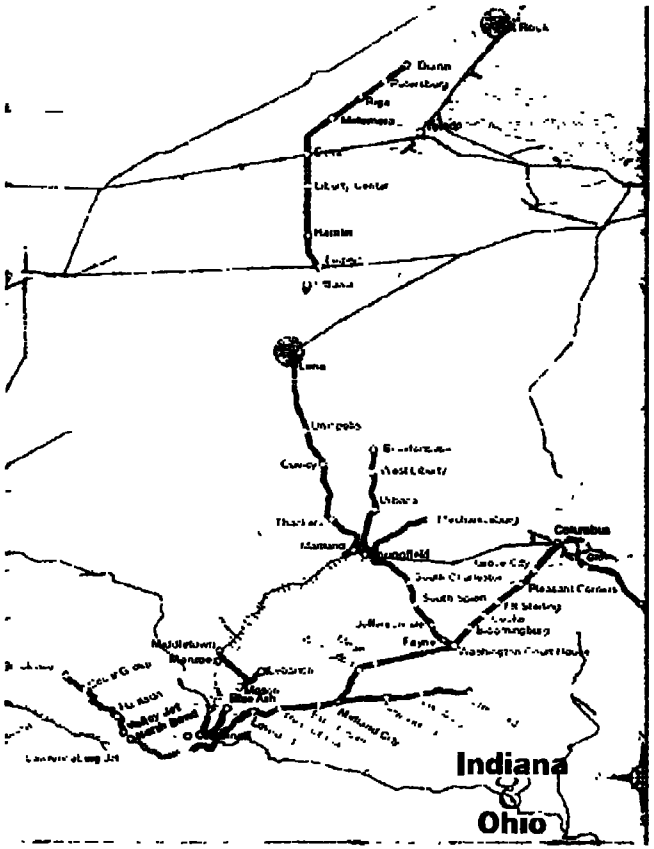
The team recommended that employees accompany the shipment at all times, even if outside of a High Threat Urban Area (HTUA), as long as the shipment is on RailAmerica property and until the receiving entity acknowledges receipt of the shipment.

The team recommended that a permitting process be implemented to manage the movement of each TIH/PIH shipment.

Because of the varying operating conditions across all RailAmerica properties, the railroads that move TIH/PIH commodities will have to create specific operating procedures.

- **Some railroads may choose to use "Go-Teams" to augment existing transportation crews.**
- **Some roads may request advance notification from Class I railroads of movements of TIH/PIH commodities.**
- **Physical interchange procedures will have to be developed for each property**
- **In extreme situations, some roads may need additional locomotives and crews.**

The local IORY operating team developed an operating plan for the movement of anhydrous ammonia from PCS at Lima, OH to interchange with CN at Flat Rock, MI.



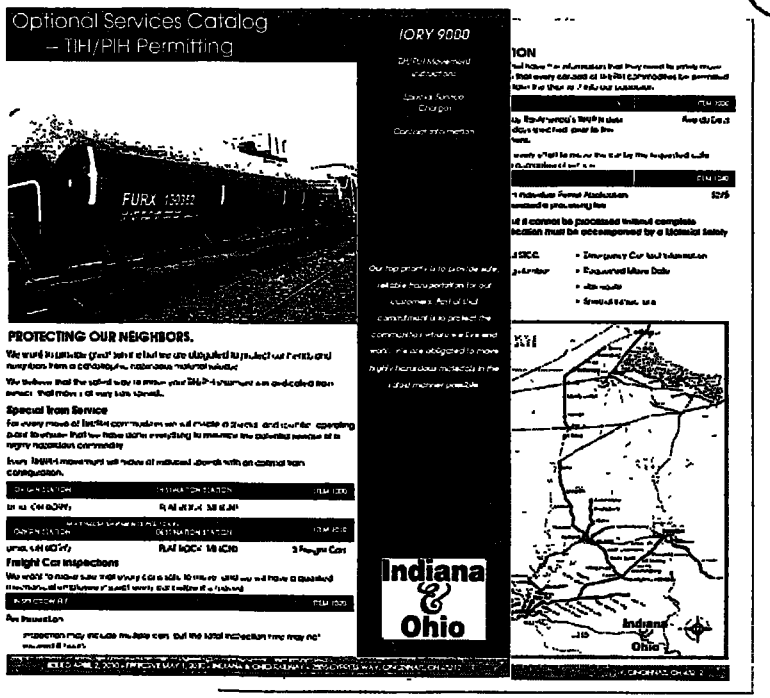
3

OPERATING PLAN

1. NS advance notice sent to IORY
2. IORY Mechanical team member meets the NS crew at interchange track in Lima.
3. IORY Mechanical inspects car and signs NS chain of custody and waits with car.
4. Lima Switcher pulls car from NS interchange track to North End of Lima Yard and sets car over Lima Switcher attends car.
5. Special Train crew moves locomotive to car and takes control of car.
6. Special Train crew moves car from Lima to Delta. MP 130 to MP 74 – 56 miles
7. Crew one vans back to Lima.
8. Special Train crew number two goes on duty at Delta. Boards train and takes position of car / train.
9. Crew two moves car from Delta to Flat Rock. MP 74 to MP 18 56 Miles.
10. Crew runs light engine back to Delta.
11. Engine runs on "normal" freight train next night to Lima.

The actual movement would be managed by a new permitting process that would allow RailAmerica to plan and monitor discrete TIH/PIH movements. The business process will be managed by a new Optional Services tariff.

4



Optional Services Catalog – TIH/PIH Permitting

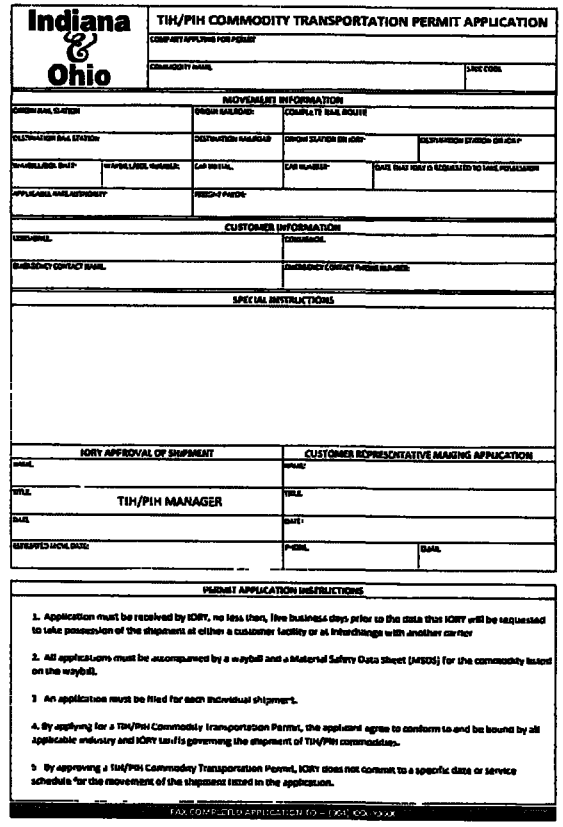
IORY 9000

PROTECTING OUR NEIGHBORS.

Special Train Service

Freight Car Inspections

Indiana & Ohio



Indiana & Ohio

TIH/PIH COMMODITY TRANSPORTATION PERMIT APPLICATION

MOVEMENT INFORMATION

CUSTOMER INFORMATION

SPECIAL INSTRUCTIONS

IORY APPROVAL OF SHIPMENT

CUSTOMER REPRESENTATIVE MAKING APPLICATION

TIH/PIH MANAGER

PERMIT APPLICATION INSTRUCTIONS

1. Application must be received by IORY, no less than, five business days prior to the date that IORY will be requested to take possession of the shipment at either a customer facility or at interchange with another carrier

2. All applications must be accompanied by a waybill and a Material Safety Data Sheet (MSDS) for the commodity listed on the waybill.

3. An application must be filed for each individual shipment.

4. By applying for a TIH/PIH Commodity Transportation Permit, the applicant agrees to conform to and be bound by all applicable industry and IORY tariffs governing the shipment of TIH/PIH commodities.

5. By approving a TIH/PIH Commodity Transportation Permit, IORY does not commit to a specific date or service schedule for the movement of the shipment listed in the application.

These Documents Have Not Undergone Legal Review

We will designate a new position to manage and maintain the new process. The position will be responsible for monitoring all TIH/PIH movements on RailAmerica properties.

5

Manager Special Services
(Roles and Responsibilities)

Create SOP's for the movement of TIH/PIH shipments with local operating teams.

Coordinate with Class I partners and customers the movement of TIH/PIH commodities.

Initiate movements of shipments with local railroad operating teams.

Monitor TIH/PIH carloads on RailAmerica properties.

Coordinate communication strategy for customers, Class I's and local communities.

The Manager Special Services (MSS) will manage the shipment up to the time that the railroad takes physical control of the shipment. After that time the MSS will monitor and coordinate the movement and delivery with the railroad, customer and any interline parties.

6

NO LESS THAN 5 DAYS BEFORE RECEIPT OF SHIPMENT

MANAGER SPECIAL SERVICES PROCESS

1. Customer applies for transportation permit.
2. MSS confirms that a transportation rate exists.
3. MSS confirms that an operating plan exists for the movement.
   A. If no operating plan exists MSS coordinates with railroad to create new operating plan.
4. MSS notifies Dispatcher that movement is pending.
   A. The Dispatcher will notify local emergency response teams.
5. MSS notifies railroad that customer wishes to initiate a movement.
6. MSS notifies destination customer or railroad that the railroad will be making a delivery.
7. MSS monitors all aspects of movement while on RA.

FUNCTIONAL HAND-OFF

LOCAL OPERATING TEAM PROCESS

1. NS advance sent to IORY.
2. IORY Mechanical team member meets the NS crew at interchange track in Lima
3. IORY Mechanical inspects car and signs NS chain of custody and waits with car.
4. Lima Switcher pulls car from NS interchange track to North End of Lima Yard and sets car over Lima Switcher attends car.
5. Special Train crew moves locomotive to car and takes control of car.
6. Special Train crew moves car from Lima to Delta. MP 130 to MP 74 – 56 miles.
7. Crew one vans back to Lima.
8. Special Train crew number two goes on duty at Delta. Boards train and takes position of car / train.
9. Crew two moves car from Delta to Flat Rock. MP 74 to MP 18 – 56 Miles.
10. Crew runs light engine back to Delta.
11. Engine runs on "normal" freight train next night to Lima.

DELIVERY TO RAILAMERICA DESTINATION

TIH/PIH Standard Operating Practice

Implementation Proposal

A proposal to enhance RailAmerica's policies and procedures for handling TIH/PIH commodities.

Ken Charron
Preston Claytor
Donna Jewell
Jan Maddux
Randy Perry
Josh Putterman
James Shefelbine

January 18, 2010

RailAmerica

The TIH/PIH team has evaluated current operating practices for handling TIH/PIH shipments and we recommend enhancing RailAmerica's operating protocols and pricing mechanisms to further protect our personnel and the communities that we serve.

2

TODAY

We will review the affected properties and discuss the revenue characteristics of TIH/PIH traffic.

We will propose standard operating practices for the safe movement of TIH/PIH commodities.

We will propose a methodology for recovering the cost of providing additional services for the safe movement of TIH/PIH commodities.

We will propose standard pricing guidelines for those properties where RailAmerica has pricing freedom.

We will propose an action plan for pricing on those properties where RailAmerica does not have pricing freedom.

We will outline an implementation plan and timeline.

Most of the TIH/PIH traffic handled by RailAmerica properties is either anhydrous ammonia or chlorine. RailAmerica has the ability to set prices on about 58% of the traffic. 80% of the TIH/PIH traffic moves on eight roads – CFNR, ARZC, DGNO, IORY, HESR, TPW, CPDR and CFE.

3

Since 2007 the number of TIH/PIH movements have been reduced by over 50% and the average RPC has more than doubled.

Year	Units		Revenue Total		RPC
2009	1,952	$	2,727,944	$	1,398
2008	4,194	$	3,443,205	$	821
2007	4,246	$	2,627,400	$	619

2009

Handling Line Movements

Road	Units		Revenue Total		RPC	Primary Commodity
CFNR	264	$	268 343	$	1 016	Chlorine
ARZC	153	$	70 198	$	459	Ammonia and Chlorine
DGNO	95	$	29 592	$	311	Chlorine
TNER	50	$	6 825	$	137	Ammonia
GEXR	46	$	21 603	$	470	Ammonia
AGR	45	$	23 642	$	525	Chlorine
CSO	43	$	19 893	$	463	Chlorine
SOR	40	$	10 560	$	264	Ammonia
KRR	34	$	7 650	$	225	Ammonia
CBNS	29	$	27 548	$	950	Sulfur Dioxide
SJVR	16	$	7 340	$	459	Ammonia
MNA	2	$	532	$	266	Sulfuric Acid and Ammonia
Subtotal	**817**	**$**	**493,727**	**$**	**604**	**55% - Chlorine 41% - Ammonia**

ISS Movements

Road	Units		Revenue Total		RPC	Primary Commodity
IORY	434	$	876 970	$	2 021	Ammonia
HESR	216	$	149 261	$	691	Chlorine
TPW	173	$	240 799	$	1 392	Ammonia
CPDR	131	$	509 160	$	3 887	Ethylene Oxide
CFE	90	$	299 082	$	3 323	Ammonia
MS	25	$	18 227	$	729	Ammonia
NECR	23	$	54 281	$	2 360	Chlorine
KYLE	20	$	54 922	$	2 746	Ammonia
PCN	15	$	14 545	$	970	Ammonia
CERA	8	$	17 000	$	2 125	Ammonia
Subtotal	**1,135**	**$**	**2,234,218**	**$**	**1,968**	**21% - Chlorine 67% - Ammonia**
Total	**1,952**	**$**	**2,727,944**	**$**	**1,398**	**35% - Chlorine 57% - Ammonia**

The proposed policy changes will impact less than twenty customers.

4

Customer	Road	Commodity	2009 Units
	IORY	Ammonia	301
	CFNR	Chlorine	256
	HESR	Chlorine	186
	CPDR	Ethylene Oxide	130
	DGNO	Chlorine	84
	ARZC	Ammonia	63
	AGR	Chlorine	35
	SOR	Ammonia	28
	CBNS	Sulfur Dioxide	28
	ISRR	Ammonia	26
	CFE	Ammonia	23
	TNER	Ammonia	21
	KYLE	Ammonia	17
	PCN	Ammonia	15
	SJVR	Ammonia	8

After reviewing a number of options, the team decided that the safest way to move TIH/PIH shipments was also the simplest solution.

5

SOP Recommendations

The team recommends that RailAmerica adopt a SOP of moving all TIH/PIH shipments in dedicated train service at no more than 10 MPH.

- **At least one empty spacer car will be required between the locomotive and the TIH/PIH car(s).**

The team recommends that a qualified RailAmerica mechanical employee inspect every TIH/PIH car before pulling the car from the interchange track.

The team recommends that RailAmerica employees accompany the shipment at all times, even if outside of a HTUA, that the shipment is on RailAmerica property and until the receiving entity acknowledges receipt of the shipment.

Legal Review

Do the above recommendations increase our exposure/liability, in the event of an incident?

Because of the varying operating conditions across all RailAmerica properties, those roads that move TIH/PIH commodities will have to create specific operating procedures.

- **Some roads may choose to use "Go-Teams" to augment existing transportation crews.**
- **Roads will likely need advance notification from Class I railroads of movements of TIH/PIH commodities.**
- **Physical interchange procedures will have to be developed for each property**
- **In extreme situations, some roads may need additional locomotives.**

Obviously, by providing extra services RailAmerica will incur additional costs. To recover the cost of service the team proposes issuing road specific surcharges for those properties currently moving TIH/PIH commodities and system surcharges for those properties not moving TIH/PIH commodities.

Surcharge Recommendations

The team recommends that RailAmerica publish road specific $/shift surcharges for the special train movement.

- **$/shift charges will be applied to single or multiple car movements.**
- **Charges would include locomotive, crew and fuel costs.**

The team recommends that RailAmerica publish road specific daily rates for inspecting rail cars.

- **Daily charges will be applied to single or multiple car movements.**

The team recommends that RailAmerica publish road specific daily rates for employees accompanying a shipment.

- **Daily charges will be applied to single or multiple car movements.**

Surcharges will be published in RA 8008 series tariffs for each property and subject to RA 1000.

It is a given conclusion that our surcharges will be challenged in some public forum. For that reason the team recommends adhering to the following guidelines.

- **All surcharges must be based on actual costs, for the individual road, and can not generate profit for the property.**
- **All surcharges must be applied consistently across all customers on a property.**
- **All surcharges must be thoroughly communicated.**
  - **Customers**
  - **Class I Partners**
  - **Government Agencies (?)**
  - **Shortline Organizations (?)**

For those RailAmerica properties that have pricing freedom, the team recommends that a standard pricing policy be applied to all new and renewing price documents.

7

The team recommends that RailAmerica publish all TIH/PIH rates in public Rule 11 tariffs.

Each tariff will contain standard liability language.

The team recommends that all rates be 180% of the most recent URCS(less locomotive, crew and fuel) cost.

The team recommends that rates have no term other than standard tariff publishing procedures.

Minimum 20 day notice to increase a rate and no notice required to decrease a rate.

Policy Statement

Customers shipping TIH/PIH commodities should be subjected to the same credit policies as every other RailAmerica customer?

For those RailAmerica properties that do not have pricing freedom, the team recommends that we quickly approach our Class I partners and request the ability to price TIH/PIH commodities outside of the governing agreements and apply surcharges to TIH/PIH movements.

The team recommends that a letter requesting the ability to price all TIH/PIH movements as local moves to/from the interchange station.

RailAmerica will establish payment terms with the customer for the RailAmerica portion of the movement.

The team recommends that the letter be sent from John Giles or David Rohal to the CEO's of BNSF, UP, CN and NS.

Copies of the letter should go to the relevant staffers.

The letters must also request the authority to apply our new surcharges.

Legal Review

*It is likely that some of our partners will say **NO**. Do we need to plan our course-of-action in advance of the response?*

We could begin implementing the new TIH/PIH policy immediately, and have some roads compliant by April. If our Class I partners help us, we could have all roads compliant by the end of the second quarter of 2010.

IMMEDIATELY

- **Create Standard Operating Plans – Road Specific**
  - Top 8 Roads
  - Remaining Roads That Move TIH/PIH
  - Roads That Do Not Currently Move TIH/PIH
- **Calculate cost factors for surcharges**
  - Top 8 Roads
  - Remaining Roads That Move TIH/PIH
  - Roads That Do Not Currently Move TIH/PIH
- **Develop Communication package**
  - Customer Specific – About 25 Customers
  - Class 1 Specific
  - General Public - Website
- **Send Letter To Class I CEO's**

FEBRUARY - MARCH

- **Publish RA 8008**
  - Top 8 Roads
  - Remaining Roads That Move TIH/PIH
  - Roads That Do Not Currently Move TIH/PIH
- **Notify Customers**
  - Deliver/Discuss RA 8008
  - Content Added To Website
- **Notify Local Emergency Response Agencies (?)**
- **Notify Industry Organizations (?)**

APRIL

- **Begin Running New SOP's**
- **Begin Billing New Surcharges**
- **Manage Handling Line Issues**
- **Expect Chemical Industry Challenge**

TIH/PIH Standard Operating Practice

Implementation Proposal

A proposal to enhance RailAmerica's policies and procedures for handling TIH/PIH commodities.

July 30, 2010

The consequence of the 2002 CP derailment in Minot, North Dakota was 1 casualty, 333 injured people, a vapor plume of anhydrous ammonia gas emanating from 5 catastrophically ruptured tank cars affecting 11,600 residents and *8 years of litigation* costing CP an estimated $25M.

2

Minot, ND; January 18, 2002, 1:37AM (CST); Anhydrous Ammonia, estimated total liability $25M

- Canadian Pacific derailment of 31 of 112 railcars, including 5 catastrophically ruptured *anhydrous ammonia* tank cars, resulting in a vapor plume covering the derailment site and surrounding area affecting 11,600 residents.
- One casualty, 11 people sustained serious injuries and 322 people sustained minor injuries.
- Damages exceeded $2M and environmental remediation exceeded $8M.
- Civil lawsuit settlements included a $7M class action lawsuit on behalf of 2,000-3,000 people, and 2,000-3,000 additional settlements averaging between $700 per person for waiving future rights to a lawsuit to $4,000 after a suit was brought forth. Largest individual suit netted $1.86M for 4 plaintiffs complaining of asthma, dry eyes and post traumatic stress relative to living near the accident site.
- It took 4 hours for the vapor cloud to dissipate before the emergency responders were able to evacuate nearby residents.

An unattended interchange of a butadiene tank car that later leaked and caught fire at a CSX rail yard in New Orleans, LA resulted in a *$2.5B* judgment against CSX even though it had never handled the car, did not own the car and was not responsible for the leak.

3

New Orleans, LA; September 9, 1987, Non-TIH

- A tank car containing butadiene, a hazardous compound, began to leak then subsequently burst into flames at a CSX owned interchange rail yard and burned for 36 hours following the local fire official's decision to let it burn out.
- 8,000 residents partook in a class action lawsuit and were initially awarded $3.5B in damages, including the $2.5B judgment against CSX, who had not even handled the car.
- The accident was caused by a misalignment and tearing of a gasket in the rail car and a cover that was improperly closed, all of which had occurred prior to CSX taking receipt of the car at an unattended interchange.

The breach of ***one*** chlorine tank car in the 2006 Norfolk Southern derailment in Graniteville, SC was the most serious of the fatal railway releases of TIH, resulting in 9 deaths, 554 people treated for respiratory difficulties, 75 people hospitalized, 5,400 residents evacuated and damages estimated to be $126M.

Graniteville, SC; January 6, 2006, 2:39AM (EST)

- Most serious of the fatal railway releases of TIH.
- Norfolk Southern derailment of 16 cars and two locomotives including 3 tank cars containing chlorine led to the breach of one car.
- Improperly lined switch diverted train from mainline to industry track
- Accident resulted in 9 deaths, 554 people treated for respiratory difficulties including 75 that were admitted to the hospital. 5,400 residents within a 1 mile radius of the site were evacuated from their homes for several days.
- "FRA analysis estimated that the total cost of the accident was **$126M**, including fatalities, injuries, evacuation costs, property damage, environmental cleanup, and track out of service."

Derailments of hazardous commodities are always costly in terms of dollars and sometimes costly in terms of human life.

5

Macdona, TX; June 28, 2004, 5:03AM (CDT); Liquefied Chlorine, estimated total liability $6.35M

- Collision of UP and BNSF trains, derailing 4 UP locomotives, 19 UP cars and 17 BNSF cars including a UP pressure tank car containing liquefied chlorine.
- Chlorine gas immediately vaporized into a cloud engulfing a 700 ft. radius surrounding the accident scene.
- 4.5 hours later emergency responders were able to begin rescuing the people trapped within the cloud.
- Accident resulted in 3 deaths, 32 people injured, $5.7M in equipment damage, and site cleanup costs of $150,000. An estimated $2-5M in civil lawsuits was settled by the UP.
- EPA settlement of $500,000 awarded by DOJ.

New Brighton, PA; October 20, 2006, 10:41PM (EDT), Non-TIH

- Derailment of 23 out of 83 tank cars containing denatured ethanol, with 20 derailed tank cars releasing contents subsequently igniting and burning for 48 hours.
- Home and residences within a 7 block area were evacuated for 2 days.
- NS damage estimates were $5.8M.

The danger associated with moving TIH/PIH commodities is widely recognized.

6

- "Although a statistically rare occurrence, the effects on public health from the release of hazardous substances during rail transportation are potentially catastrophic."[1]
- "A daylight TIH release in a densely populated area could have catastrophic consequences." [2]
- "Large concentrations of chlorine gas can kill people within minutes If inhaled at very high concentrations, chlorine breaks down in the lungs to form hydrochloric acid that burns lung tissue, causing pulmonary edema and essentially causing drowning as a liquid floods the lungs." [3]
- "Railroads can't obtain enough insurance to fully protect against the multi-billion dollar risks associated with TIH shipments." [4]

[1] Maureen Orr "Public Health Risks of Railroad Hazardous Substance Emergency Events" Journal of Occupational and Environmental Medicine 2001 Vol 43

[2] Lewis Branscomb Mark Fagan Philip Auerswald Ryan Ellis and Raphael Barclan "Rail Transportation of Toxic Inhalation Hazards Public Responses to the Safety and Security Externality" Harvard Kennedy School Belfer Center for Science and International Affairs discussion paper #2010 01, February 2010

[3] Ibid

[4] Association of American Railroads Policy and Economics Department Hazmat Transportation by Rail, An Unfair Liability (Washington DC September 2009)

Most of the TIH/PIH traffic handled by RailAmerica properties is either anhydrous ammonia or chlorine. RailAmerica has the ability to set prices on about 58% of the traffic. 80% of the TIH/PIH traffic moves on eight roads – CFNR, ARZC, DGNO, IORY, HESR, TPW, CPDR and CFE.

7

Since 2007 the number of TIH/PIH movements have been reduced by over 50% and the average RPC has more than doubled.

Year	Units		Revenue Total		RPC
2009	1,952	$	2,727,944	$	1,398
2008	4,194	$	3,443,205	$	821
2007	4,246	$	2,627,400	$	619

2009

Handling Line Movements

Road	Units		Revenue Total		RPC	Primary Commodity
CFNR	264	$	268 343	$	1 016	Chlorine
ARZC	153	$	70 198	$	459	Ammonia and Chlorine
DGNO	95	$	29 592	$	311	Chlorine
TNER	50	$	6 825	$	137	Ammonia
GEXR	46	$	21 603	$	470	Ammonia
AGR	45	$	23 642	$	525	Chlorine
CSO	43	$	19 893	$	463	Chlorine
SOR	40	$	10 560	$	264	Ammonia
KRR	34	$	7 650	$	225	Ammonia
CBNS	29	$	27,548	$	950	Sulfur Dioxide
SJVR	16	$	7 340	$	459	Ammonia
MNA	2	$	532	$	266	Sulfuric Acid and Ammonia
Subtotal	**817**	**$**	**493,727**	**$**	**604**	**55% - Chlorine 41% - Ammonia**

ISS Movements

Road	Units		Revenue Total		RPC	Primary Commodity
IORY	434	$	876 970	$	2 021	Ammonia
HESR	216	$	149 261	$	691	Chlorine
TPW	173	$	240 789	$	1 392	Ammonia
CPDR	131	$	509 160	$	3 887	Ethylene Oxide
CFE	90	$	299 062	$	3 323	Ammonia
MS	25	$	18 227	$	729	Ammonia
NECR	23	$	54 281	$	2 360	Chlorine
KYLE	20	$	54.922	$	2.746	Ammonia
PCN	15	$	14 545	$	970	Ammonia
CERA	8	$	17 000	$	2 125	Ammonia
Subtotal	**1,135**	**$**	**2,234,218**	**$**	**1,968**	**21% - Chlorine 67% - Ammonia**
Total	**1,952**	**$**	**2,727,944**	**$**	**1,398**	**35% - Chlorine 57% - Ammonia**

Less than twenty customers ship almost all of RailAmerica's TIH/PIH traffic.

Customer	Road	Commodity	2009 Units
	IORY	Ammonia	301
	CFNR	Chlorine	256
	HESR	Chlorine	186
	CPDR	Ethylene Oxide	130
	DGNO	Chlorine	64
	ARZC	Ammonia	63
	AGR	Chlorine	35
	SOR	Ammonia	28
	CBNS	Sulfur Dioxide	28
	ISRR	Ammonia	26
	CFE	Ammonia	23
	TNER	Ammonia	21
	KYLE	Ammonia	17
	PCN	Ammonia	15
	SJVR	Ammonia	8

After reviewing a number of options, our TIH/PIH team decided that the safest way to move TIH/PIH shipments was also the simplest solution.

9

SOP Recommendations

The team recommends that RailAmerica adopt a SOP of moving all TIH/PIH shipments in dedicated train service at no more than 10 MPH.

- **At least one empty spacer car will be required between the locomotive and the TIH/PIH car(s).**

The team recommends that a qualified RailAmerica mechanical employee inspect every TIH/PIH car before pulling the car from the interchange track.

The team recommends that RailAmerica employees accompany the shipment at all times, even if outside of a HTUA, that the shipment is on RailAmerica property and until the receiving entity acknowledges receipt of the shipment.

Legal Review

Do the above recommendations increase our exposure/liability, in the event of an incident?

Because of the varying operating conditions across all RailAmerica properties, those roads that move TIH/PIH commodities will have to create specific operating procedures.

- **Some roads may choose to use "Go-Teams" to augment existing transportation crews.**
- **Roads will likely need advance notification from Class I railroads of movements of TIH/PIH commodities.**
- **Physical interchange procedures will have to be developed for each property**
- **In extreme situations, some roads may need additional locomotives.**

Obviously, by providing extra services RailAmerica will incur additional costs. To recover the cost of service the team proposes issuing road specific surcharges for those properties currently moving TIH/PIH commodities and system surcharges for those properties not moving TIH/PIH commodities.

Surcharge Recommendations

The team recommends that RailAmerica publish road specific $/shift surcharges for the special train movement.

- **$/shift charges will be applied to single or multiple car movements.**
- **Charges would include locomotive, crew and fuel costs.**

The team recommends that RailAmerica publish road specific daily rates for inspecting rail cars.

- **Daily charges will be applied to single or multiple car movements.**

The team recommends that RailAmerica publish road specific daily rates for employees accompanying a shipment.

- **Daily charges will be applied to single or multiple car movements.**

Surcharges will be published in RA 8008 series tariffs for each property and subject to RA 1000.

It is a given conclusion that our surcharges will be challenged in some public forum. For that reason the team recommends adhering to the following guidelines.

- **All surcharges must be based on actual costs, for the individual road, and can not generate profit for the property.**
- **All surcharges must be applied consistently across all customers on a property.**
- **All surcharges must be thoroughly communicated.**
  - **Customers**
  - **Class I Partners**
  - **Government Agencies (?)**
  - **Shortline Organizations (?)**

For those RailAmerica properties that have pricing freedom, the team recommends that a standard pricing policy be applied to all new and renewing price documents.

11

The team recommends that RailAmerica publish all TIH/PIH rates in public Rule 11 tariffs.

Each tariff will contain standard liability language.

The team recommends that all rates be, at least, 250% of the most recent URCS(less locomotive, crew and fuel) cost.

The team recommends that rates have no term other than standard tariff publishing procedures.

Minimum 20 day notice to increase a rate and no notice required to decrease a rate.

Policy Statement

Customers shipping TIH/PIH commodities should be subjected to the same credit policies as every other RailAmerica customer?

For those RailAmerica properties that do not have pricing freedom, the team recommends that we quickly approach our Class I partners and request the ability to price TIH/PIH commodities outside of the governing agreements and apply surcharges to TIH/PIH movements.

The team recommends that a letter requesting the ability to price all TIH/PIH movements as local moves to/from the interchange station.

RailAmerica will establish payment terms with the customer for the RailAmerica portion of the movement.

The team recommends that the letter be sent from John Giles or David Rohal to the CEO's of BNSF, UP, CN and NS.

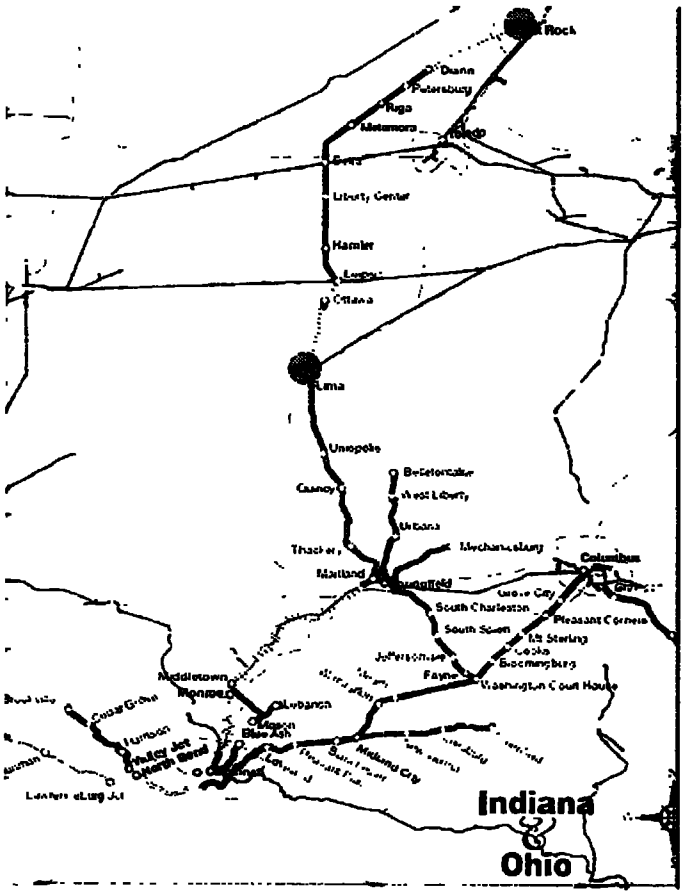
Copies of the letter should go to the relevant staffers.

The letters must also request the authority to apply our new surcharges.

Legal Review

*It is likely that some of our partners will say **NO**. Do we need to plan our course-of-action in advance of the response?*

The TIH/PIH team has created a prototype TIH/PIH program for the safe handling of anhydrous ammonia on IORY.



13

The local IORY operating team developed an operating plan for the movement of anhydrous ammonia from PCI at Lima, OH to interchange with CN at Flat Rock, MI.

1. NS advance sent to IORY.
2. IORY Mechanical team member meets the NS crew at interchange track in Lima.
3. IORY Mechanical inspects car and signs NS chain of custody and waits with car.
4. Lima Switcher pulls car from NS interchange track to North End of Lima Yard and sets car over. Lima Switcher attends car.
5. Special Train crew moves locomotive to car and takes control of car.
6. Special Train crew moves car from Lima to Delta. MP 130 to MP 74 – 56 miles.
7. Crew one vans back to Lima.
8. Special Train crew number two goes on duty at Delta. Boards train and takes position of car / train.
9. Crew two moves car from Delta to Flat Rock. MP 74 to MP 18 – 56 Miles.
10. Crew runs light engine back to Delta.
11. Engine runs on "normal" freight train next night to Lima.

The finance team estimates that the cost of providing special train service from Lima, OH to Flat Rock, MI will be approximately $2,951.

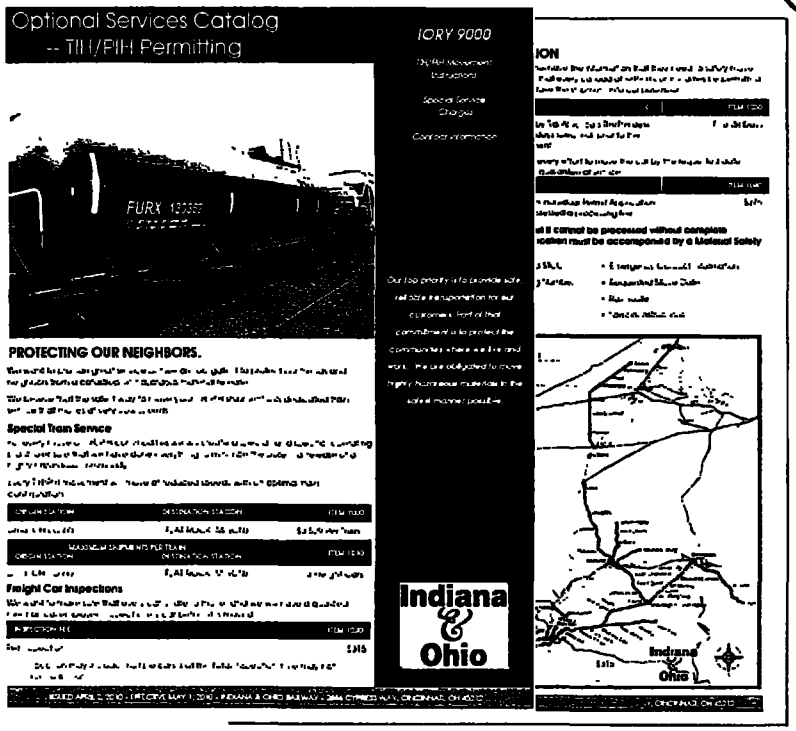
ASSUMPTIONS

Lima Switcher - 1 hr labor
Lima to Delta - 12 hrs labor
Delta to Flat Rock - 12 hrs labor
Flat Rock to Delta - 4 hours
Locomotive Power - 4 axle unit (engine returns back light)
Total one-way miles - 112

TRAIN COST

T&E Wages	$783
Mechanical Wages	$181
OT Wages (T&E)	$448
Total Wages	$1,412
PR Taxes	20.25%
Profit Sharing	$47
Insurance	$424
Percent of Labor Allocated	100%
Total Labor & Benefits	$2,169
Locomotive Rent	$138
Car Hire	$0
Total Locomotive Rent	$138
Gallons	89
Price Per Gallon	$2.26
Total Fuel	$200
Casualty & Insurance	$118
Total Casualty & Insurance	$118
Track Maintenance/Material	$278
Locomotive Maintenance/Material	$73
Total Material	$351
Taxi	$80
Joint Facilities	$0
Overhead Expense	$13
Total Other Expenses	$93
Est. Total Operating Expense	$3,069
Est. Operating Expense (less C&I)	$2,951

The actual movement would be managed by a new permitting process that would allow RailAmerica to plan and monitor discrete TIH/PIH movements. The business process will be managed by a new Optional Services tariff.



Optional Services Catalog
-- TIH/PIH Permitting

IORY 9000

Special Service Charges

Contact Information

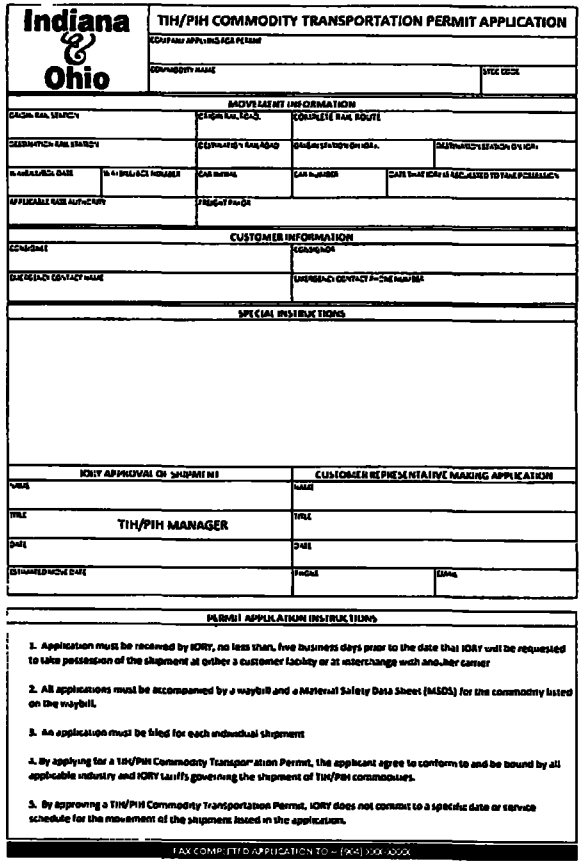
PROTECTING OUR NEIGHBORS.

Special Train Service

Freight Car Inspections

Indiana & Ohio

These Documents Have Not Undergone Legal Review



Indiana & Ohio

TIH/PIH COMMODITY TRANSPORTATION PERMIT APPLICATION

MOVEMENT INFORMATION

CUSTOMER INFORMATION

SPECIAL INSTRUCTIONS

IORY APPROVAL OF SHIPMENT

CUSTOMER REPRESENTATIVE MAKING APPLICATION

TIH/PIH MANAGER

PERMIT APPLICATION INSTRUCTIONS

1. Application must be received by IORY, no less than, five business days prior to the date that IORY will be requested to take possession of the shipment at either a customer facility or at interchange with another carrier

2. All applications must be accompanied by a waybill and a Material Safety Data Sheet (MSDS) for the commodity listed on the waybill.

3. An application must be filed for each individual shipment

4. By applying for a TIH/PIH Commodity Transportation Permit, the applicant agree to conform to and be bound by all applicable industry and IORY tariffs governing the shipment of TIH/PIH commodities.

5. By approving a TIH/PIH Commodity Transportation Permit, IORY does not commit to a specific date or service schedule for the movement of the shipment listed in the application.

FAX COMPLETED APPLICATION TO – (XXX) XXX-XXXX

Under the proposed operating plan, that allows for up to three TIH/PIH cars per special train, the customer would pay $7,420 to move from Lima to Flat Rock.

	ONE CAR	TWO CARS	THREE CARS
TRANSPORTATION RATE[1]	$ 742	$ 1,484	$ 2,226
SPECIAL TRAIN SURCHARGE[2]	$ 3,394	$ 3,394	$ 3,394
HANDLING SURCHARGE[3]	$ 600	$ 1,200	$ 1,800
TOTAL CHARGES TO CUSTOMER	$ 4,736	$ 6,078	$ 7,420

(1)250% Of URCS
(2)115% Of Estimated Costs
(3)$250 Administrative Fee Plus $350 Inspection Fee

We will designate a new position to manage and maintain and the new process. The position will be responsible for monitoring all TIH/PIH movements on RailAmerica properties.

Manager Special Services
(Roles and Responsibilities)

Price movements of TIH/PIH using URCS.

Publish Rule 11 tariffs for the transportation of TIH/PIH commodities.

Create SOP's for the movement of TIH/PIH shipments with local operating teams.

Develop costs for special services with regional finance teams.

Publish surcharges for specific movements of TIH/PIH shipments.

Coordinate with Class I partners and customers the movement of TIH/PIH commodities.

Initiate movements of shipments with local RailAmerica operating teams.

Monitor TIH/PIH carloads on RailAmerica.

Coordinate communication strategy for customers, Class I's and local communities.

The Manager Special Services will manage the shipment up to the time that the railroad takes physical control of the shipment. After that time the MSS will monitor and coordinate the movement and delivery with the railroad, customer and any interline parties.

NO LESS THAN 5 DAYS BEFORE RECEIPT OF SHIPMENT

MANAGER SPECIAL SERVICES PROCESS

1. Customer applies for transportation permit.
2. MSS confirms that a transportation rate exists.
3. MSS confirms that an operating plan exists for the movement.
   - A. If no operating plan exists MSS coordinates with railroad to create new operating plan.
   - B. MSS coordinates with finance department to create surcharges.
   - C. MSS publishes new tariff items
4. MSS notifies railroad that customer wishes to initiate a movement.
5. MSS notifies destination customer or railroad that the railroad will be making a delivery.
6. MSS monitors all aspects of movement while on RA

FUNCTIONAL HAND-OFF

LOCAL OPERATING TEAM PROCESS

1. NS advance sent to IORY
2. IORY Mechanical team member meets the NS crew at interchange track in Lima.
3. IORY Mechanical inspects car and signs NS chain of custody and waits with car.
4. Lima Switcher pulls car from NS interchange track to North End of Lima Yard and sets car over. Lima Switcher attends car.
5. Special Train crew moves locomotive to car and takes control of car.
6. Special Train crew moves car from Lima to Delta. MP 130 to MP 74 – 56 miles.
7. Crew one vans back to Lima.
8. Special Train crew number two goes on duty at Delta. Boards train and takes position of car / train.
9. Crew two moves car from Delta to Flat Rock MP 74 to MP 18 – 56 Miles.
10. Crew runs light engine back to Delta.
11. Engine runs on "normal" freight train next night to Lima

DELIVERY TO RAILAMERICA DESTINATION

Even with relatively few cars the program will have a significant revenue and earnings impact. Revenue will increase by almost $7 million and margin will increase by almost $2 million.

	UNITS	UNIT PRICE	REVENUE	MARGIN
UNITS	2,000			
TRAINS	1,700	$ 3,000	$ 5,100,000	$ 765,000
FREIGHT		$ 1,644	$ 3,288,000	$ 657,600
HANDLING FEE		$ 600	$ 1,200,000	$ 1,000,000
PROGRAM TOTALS			**$ 9,588,000**	**$ 2,422,600**
CURRENT PROFIT				**$ 545,588**
INCREMENTAL EARNINGS				**$ 1,877,012**

We have an exhaustive communication effort, already underway.

TIMEFRAME	CONTACT GROUPS: GOVERNMENT	INDUSTRY ORGANIZATIONS	RAILROADS	BUSINESS PARTNERS
[illegible]	FRA [illegible] Strang (Safety) James Stefelmaier		CSX Dean Plocente James Stefelmaier	
[illegible]	7 Jun: Congress - Oberstar (Staff) Chairman Common & Harmonical 7 Jun: Senate Rockefeller (Staff) Chairman Common & Harmonical 7-Jun: Congress RA Congressmen (Staff) Chairman Common & Harmonical		1 7 Jun: GWR John Holloman John Gates 1 7-Jun: Wabco Rick Webb John Gates 1 7-Jun: Ansaldo Peter Gilbertson John Gates 2 TBD: WRF - Larry Parsons John Gates 2 TBD: Ornilion Michael Ogburn John Gates 2 TBD: RRVW Andy Thompson John Gates 2 TBD: Haley McCarren John Gates	
		TBD: AAURRA Board Of Directors Letter From [illegible] To Chair		
			1 14 Jun: UPRR John Gates 1 14 Jun: NSC John Gates 1 21 Jun: BNSF John Gates 2 TBD: CSX John Gates 2 TBD: CN John Gates	14-Jun: PCS Bob Feigenhauer (VP Trans) James Stefelmaier 21-Jun: UTU - National Legislative Dir. Paul Lindberg/James Stefelmaier 21 Jun: BLE - National Legislative Dir. Paul Lindberg/James Stefelmaier
	TBD: STB Jointed By UTU and BLE John Gates			28-Jun: Other Shippers [illegible] 28-Jun: Chemical Trade Associations James Stefelmaier
[illegible]	PUBLISH RAILAMERICA TARIFFS			
	PRESS RELEASE			
	TRADE PRESS ARTICLES			
[illegible]	20-Jul: Congress Oberstar John Gates 20-Jul: Senate Rockefeller John Gates 20 Jul: Congress RA Congressmen RA Staff			
[illegible]	20-Jul: IMPLEMENT IORY			

TIH/PIH Standard Operating Practice

Implementation Proposal - Update

A proposal to enhance RailAmerica's policies and procedures for handling TIH/PIH commodities.

August 11, 2010

RailAmerica

Since RailAmerica began developing operating procedures and management processes for the movement of TIH/PIH commodities, two events have occurred that may alter the company's breadth and timing of implementation.

2

- Fortress has expressed concerns about shareholder perception and the impact on investors.
- The STB has announced the formation of a TIH advisory committee *that will be tasked with producing a report and recommendations on how the Board should balance the common carrier obligation to transport this commodity with the risk of catastrophic liability in setting appropriate rail transportation liability terms for TIH cargo.*

TODAY

We will discuss a high-level course of action that accounts for investor impact and sensitivity to the new STB committee.

While not mutually exclusive, we have three basic courses of action that we can pursue.

3

We can implement on IORY as planned.

We can implement on IORY with a muted communication plan.

We can nominate RA/FEC representatives for the STB advisory committee.

RailAmerica can announce the roll-out of its new policy on IORY almost immediately.

4

PROS

- The PCS traffic can be routed NS-CN without the need for IORY in the middle. Therefore, a rate challenge would be fairly difficult to argue in front of the STB.
- We can start mitigating risk immediately.

CONS

- If challenged in front of the STB, RailAmerica will almost certainly not be represented on the STB committee.
- Our policy will almost certainly be challenged.
- The proposed communication strategy, and potential STB challenge, may cause undue investor angst.

RailAmerica can implement a muted roll-out on IORY that is much more contract oriented than tariff.

5

PROS

- We can engage PCS in seeking a joint solution.
- PCS responded favorably to a reservation system.
- PCS's greatest concern was a public URCS based transportation rate and suggested a private contract rate instead.
- There will be no general press releases.

CONS

- Implementation will be a little bit slower then the tariff based approach.
- We won't have the visibility share with western Class I's, and ask for changes to handling line agreements.
- We may not be noticed by the investor community.
- We will still likely be challenged.

We can become full and active participants in the STB advisory committee.

6

PROS

- We have insight into other carrier's thoughts.
- We will be able to work directly with industry representatives.

CONS

- It will be two years before a recommendation is made.
- There is no guarantee that a recommendation will be produced.

Regardless of having a representative on the committee, RailAmerica and FEC will benefit from any substantive policy change that mitigates a carrier's risk.

RailAmerica may consider a mix of all three courses of action.

Pursue implementation on RailAmerica properties.

Nominate a board representative from FEC.

Reduce the "volume" of our communication strategy.

RailAmerica has completed much of the pre-implementation communication.

8

TIMEFRAME	CONTACT GROUPS: GOVERNMENT	INDUSTRY ORGANIZATIONS	RAILROADS	BUSINESS PARTNERS
IMMEDIATE	2 Jun: FRA - Jo Strang (Safety) — James Shefelbine		2-Jun: CSX - Dean Placeola — James Shefelbine	
30-40 DAYS	7-Jun: Congress Oberstar (Staff) — Chambers Conlon & Hartwell 7 Jun: Senate - Rockefeller (Staff) — Chambers Conlon & Hartwell 7 Jun: Congress RA Congressmen (Staff) — Chambers, Conlon & Hartwell		1 7 Jun: GWR - John Hellman — John Giles 1 7-Jun: Metro - Rick Webb — John Giles 3 7-Jun: Anacostia - Peter Gilbertson — John Giles 2 TBD: WLE Larry Parsons — John Giles 2 TBD: OmniTrax - Michael Ugboom — John Giles 3 TBD: RRVW - Andy Thornton — John Giles 3 TBD: Riley Mirfanaqa — John Giles	
		TBD: ASLRRA - Board Of Directors — Letter from John (US To Draft)			
			1 14-Jun: UPRR — John Giles 1 14-Jun: NSC — John Giles 1 21 Jun: BNSF — John Giles 2 TBD: CSX — John Giles 2 TBD: CN — John Giles	14-Jun: PCS - Bob Felgenhauer (VP Trans) — James Shefelbine 21-Jun: UTU - National Legislative Dir. — Paul Lundberg/James Shefelbine 21-Jun: BLE National Legislative Dir — Paul Lundberg/James Shefelbine
	TBD: STB - Joined By UTU and BLE — John Giles			28 Jun: Other Shippers — Sales AVP 28 Jun: Chemical Trade Associations — James Shefelbine
20 Days Prior To IORY Implementation	PUBLISH RAILAMERICA TARIFFS			
	PRESS RELEASE			
	TRADE PRESS ARTICLES			
Immediately After Press Release	20 Jul: Congress Oberstar — John Giles 20-Jul: Senate Rockefeller — John Giles 20-Jul: Congress - RA Congressmen — RA Staff			
20 Days After Tariff Publication	20-Jul: IMPLEMENT IORY			

EXHIBIT C – PPG DISCOVERY RESPONSES

BEFORE THE
SURFACE TRANSPORTATION BOARD

CF INDUSTRIES, INC. **Complainant,** **v.** **INDIANA & OHIO RAILWAY COMPANY, POINT COMFORT AND NORTHERN RAILWAY COMPANY, AND MICHIGAN SHORE RAILROAD, INC.** **Defendants.**	**Docket No. FD 35517**
AMERICAN CHEMISTRY COUNCIL, THE CHLORINE INSTITUTE, INC., THE FERTILIZER INSTITUTE, AND PPG INDUSTRIES, INC. **Complainants,** **v.** **ALABAMA GULF COAST RAILWAY LLC AND RAILAMERICA, INC.** **Defendants.**	**Docket No. NOR 42129**

OBJECTIONS AND RESPONSES
OF PPG INDUSTRIES, INC. TO THE FIRST SET OF
DISCOVERY REQUESTS OF DEFENDANTS

PPG Industries, Inc. ("PPG") hereby submits its objections and narrative responses to the First Set of Discovery Requests, comprised of Requests for Admissions, Interrogatories, and Requests for Production of Documents, of Defendants Indiana & Ohio Railway Company ("IORY"), Point Comfort and Northern Railway Company ("PCN"), the Michigan Shore

Railroad, Inc. ("MSR"), the Alabama Gulf Coast Railway LLC ("AGR"), and RailAmerica, Inc. ("RailAmerica"). PPG's investigation of the facts and information that relate to the issues in these proceedings is ongoing and its responses to the Discovery Requests are based upon information presently known. PPG reserves the right to modify and/or supplement any of its responses as the existence of additional responsive information becomes known.

The following General Objections and Objections to Definitions and Instructions are incorporated into the specific response and/or objection to each individual Request for Admission, Interrogatory, and Request for Production of Documents.

GENERAL OBJECTIONS

1. PPG objects to each discovery request to the extent that it seeks information protected from disclosure by any applicable privilege, quasi-privilege, doctrine, or any other protection from discovery or disclosure, including, but not limited to, the attorney-client privilege and the attorney work-product doctrine. Any production of privileged or otherwise-protected information or documents is inadvertent and shall not constitute a waiver of any claim or privilege or other protection. PPG reserves the right to demand that any inadvertently produced privileged information be returned to it and that all copies in Defendants' possession, and that of their counsel, consultants, or other agents, be destroyed.

2. PPG objects to each discovery request to the extent that it (1) is not reasonably calculated to lead to the discovery of admissible evidence and/or (2) seeks information that is not relevant to the subject matter at issue in these proceedings.

3. PPG objects to each discovery request to the extent that it seeks information that is publicly available, that could more easily be obtained through other sources, or that is within Defendants' own possession, custody, or control.

4. PPG objects to each discovery request to the extent that it seeks information that is not within the possession, custody, or control of PPG, or otherwise kept by PPG in the ordinary course of business.

5. PPG objects to each discovery request to the extent that it is overbroad and/or imposes undue burdens that outweigh any probative value the information sought may have in this proceeding.

6. PPG objects to each discovery request to the extent that it is vague, ambiguous, unintelligible, and/or fails to describe with reasonable particularity the information sought.

7. PPG objects to each discovery request as overbroad and unduly burdensome to the extent that it seeks information and/or documents in a form that PPG does not maintain in the ordinary course of business, or that are not readily available in the form requested by Defendants, where such information and/or documents could be developed if at all only through a special study that PPG objects to performing.

8. PPG objects to each discovery request to the extent it attempts to impose obligations upon Dow beyond those required by 49 CFR Part 1114.

9. PPG objects to each discovery request as overbroad and unduly burdensome to the extent that it requests identification and/or production of all documents or facts that provide the source or bases of, or back up for, information sought by a particular Interrogatory, Request for Production, or Request for Admission.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

1. PPG objects to Defendants' definition of "document" (in Definition and Instruction #26) as overly broad and unduly burdensome. PPG further objects to the extent that the definition seeks to impose obligations on PPG that are broader than, or inconsistent with,

those imposed by 49 CFR Part 1114. PPG further objects to the inclusion in the definition of "document" of those documents that are privileged or otherwise protected from discovery. This definition also creates ambiguities by giving a meaning that conflict with the ordinary meaning of terms and phrases.

2. PPG objects to Defendants' definitions of "identify", "state", "describe", and "describe in detail" (in Definition and Instruction #29) on the basis that they are overbroad and unduly burdensome to the extent that they seek information or documents that Dow does not maintain in the ordinary course of business, that PPG does not keep in the format requested, or that would require PPG to undertake a special study. PPG also objects to the definitions as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence to the extent that they require a person's home address and telephone number and any other personal information. PPG further objects to Defendants' identification demand to the extent that it seeks to impose an obligation to produce documents in a manner not required by 49 CFR Part 1114. PPG objects to the definitions with respect to "documents" as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence because PPG has no duty to search for, gather, and catalog every document possibly implicated by an Interrogatory with the many pieces of information specified in the definitions. PPG also objects to the uses of the definitions with respect to persons other than natural persons, non-written communications, and acts, occurrences, decisions, statements, reviews, inspections, negotiations, communications, and other conduct as being overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. PPG will respond to any Interrogatory asking it to "identify" particular documents as if it were a request for production of those documents and respond in accordance with 49 CFR § 1114.30. These definitions also

create ambiguities by giving meanings that conflict with the ordinary meanings of terms and phrases.

3. PPG objects to Defendants' definition of "person" (in Definition and Instruction #25) as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. This definition also creates ambiguities by giving a meaning that conflict with the ordinary meaning of terms and phrases.

4. PPG objects to Defendants' definition of and use of "relate" and "relating to" (in Definition and Instruction #27) as vague, overly broad, unduly burdensome. and not reasonably calculated to lead to the discovery of admissible evidence to the extent it encompasses any conceivable relationship in any document or communication no matter how small. PPG also objects on relevance grounds. PPG will make reasonable inquiries into files where responsive information and documents are most likely to be found.

5. PPG objects to Definition and Instruction #30 as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. PPG objects to Defendants' expectation that PPG will search all the areas enumerated in Instruction #30. PPG will conduct a reasonable search for requested, responsive, non-privileged information and documents. PPG objects to Defendants' expectation that PPG will seek all information or documents "which are otherwise available to" PPG to the extent that information or documents are equally accessible to Defendants, or publicly available. Additionally, PPG is not obligated to provide responses based on information or documents in the possession, custody, control of the long list of entities and persons included in Instruction #30.

6. PPG objects to Instruction and Definition #32 as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. PPG

specifically objects to identifying "each person" who has "knowledge" of information provided regardless of the extent of the person's knowledge. PPG further objects to identifying "all documents...and communications relating to" information provided because the conceivable universe of "relat[ed]" documents could be virtually unlimited. PPG objects to Instruction #32 as overbroad and unduly burdensome to the extent that it requires PPG to conduct special studies or analyses that do not already exist. PPG also objects to Instruction #32 as overbroad, unduly burdensome, and cumulative to the extent it calls for the identification of all persons and documents which contain the information already presented previously in the response.

7. PPG objects to Instruction and Definition #34 to the extent that Defendants expect PPG to "immediately" supplement its discovery responses upon the occurrence of certain events. Defendants' expectation is unduly burdensome and, literally, impossible to fulfill. PPG will meet its obligations under 49 CFR Part 1114 regarding supplementation of discovery responses.

INTERROGATORIES

Interrogatory No. 1: Identify Complainants who have shipped TIH/PIH over any of the Defendants under any of the Tariffs.

Response: PPG objects to this Interrogatory because the Defendants obviously know the identities of the shippers that are using Defendants' transportation services, and what commodities are being transported for those shippers. PPG further objects to the extent the Interrogatory seeks information regarding Complainants other than PPG. Subject to and without waiving any of its General Objections, Objections to Definitions and Instructions, or specific objections, PPG is currently shipping TIH/PIH commodities over one or more of the Defendants.

Interrogatory No. 2: Identify each of the shipments that moved over a Defendant under

any of the Tariffs by providing date, location and railroad of origin, routing, date, location and railroad of destination.

Response: PPG objects to this Interrogatory because Defendants already possess all identifying information regarding any shipments that occur on Defendants' railroads. Subject to and without waiving any of its General Objections, Objections to Definitions and Instructions, or specific objections, this Interrogatory is inapplicable. See the response to Interrogatory No. 1.

Interrogatory No. 3: For each shipment identified pursuant to Interrogatory No. 2, tell us whether the Complainant completed the Notice contained in the relevant Tariff.

Response: PPG objects to the extent the Interrogatory seeks information regarding Complainants other than PPG. In further response, PPG reiterates its objections and response to Interrogatory Nos. 1 and 2. PPG further responds that it has completed the Notice in order to avoid having its traffic embargoed by Defendants.

Interrogatory No. 4: For each Notice that was completed tell us how long it took to fill out the Notice.

Response: It takes approximately ten minutes to fill out each Notice.

Interrogatory No. 5: For each shipment identified in response to Interrogatory No. 2. identify the selling price of the shipment.

Response: PPG objects to this Interrogatory because it is not reasonably calculated to lead to the discovery of admissible evidence. The Interrogatory seeks information which is irrelevant to the legality of the Tariff provisions, the standards enumerated in 49 USC §§ 10702 and 11101, and the application of other relevant legal authority to this proceeding. PPG further objects because no shipments were identified in response to Interrogatory No. 2.

Interrogatory No. 6: Identify the annual gross revenue for 2010 for each Complainant that identified a shipment in response to Interrogatory No. 2.

Response: PPG objects to this Interrogatory because it is not reasonably calculated to lead to the discovery of admissible evidence. The Interrogatory seeks information which is irrelevant to the legality of the Tariff provisions, the standards enumerated in 49 USC §§ 10702 and 11101, and the application of other relevant legal authority to this proceeding. PPG further objects to the extent the Interrogatory seeks information regarding Complainants other than PPG. Subject to and without waiving any of its General Objections, Objections to Definitions and Instructions, or specific objections, this Interrogatory is inapplicable because no shipments were identified in response to Interrogatory No. 2.

Interrogatory No. 7: Explain any denials that are entered in response to the request for Admissions.

Response: PPG objects to this Interrogatory as ambiguous and vague due to the use of the word "explain." Subject to and without waiving any of its General Objections, Objections to Definitions and Instructions, or specific objections, PPG incorporates its responses to the Requests for Admissions.

DOCUMENT REQUESTS

Request for Production No. 1: Produce all studies or analyses of the Tariffs prepared by or for any or all of the Complainants.

Response: PPG objects to this Request to the extent requested material is (1) protected by the attorney-client privilege, (2) protected by the work product doctrine, or (3) otherwise protected from production. PPG further objects to the extent the Request seeks information regarding Complainants other than PPG. Subject to and without waiving any of its General Objections,

Objections to Definitions and Instructions, or specific objections, PPG states that it will produce or make available for inspection non-protected documents, to the extent they exist and can be located in a reasonable search.

Request for Production No. 2: Produce the document implementing the Responsible Care Program and any analyses of the Tariff under the Responsible Care Program.

Response: PPG objects to this Request to the extent requested material is (1) protected by the attorney-client privilege, (2) protected by the work product doctrine, or (3) otherwise protected from production. PPG objects because the Request is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving any of its General Objections, Objections to Definitions and Instructions, or specific objections, PPG states that it will produce or make available for inspection non-protected documents, to the extent they exist and can be located in a reasonable search.

Request for Production No. 3: Produce any analyses or studies conducted by or on behalf of any Complainant concerning the Tariff.

Response: PPG objects to this Request as duplicative of Request for Production No. 1, and PPG reiterates its objections and response to Request for Production No. 1.

Request for Production No. 4: Please produce all documents identified in Complainants responses to Defendants Interrogatories.

Response: PPG objects to this Request to the extent requested material is (1) protected by the attorney-client privilege, (2) protected by the work product doctrine, or (3) otherwise protected from production. PPG further objects to the extent the Request seeks information regarding Complainants other than PPG. Subject to and without waiving any of its General Objections, Objections to Definitions and Instructions, or specific objections, PPG incorporates its objections

and responses to each individual Interrogatory; PPG also states that it will produce or make available for inspection non-protected documents, to the extent they exist and can be located in a reasonable search.

REQUESTS FOR ADMISSIONS

Admission No. 1: Admit or deny that TIH/PIH are dangerous commodities.

Response: PPG objects to this Request as vague and ambiguous, particularly because the meaning of the Request depends on the definition of the word "dangerous." PPG interprets this request to refer to hazardous materials regulated by the Department of Transportation. Subject to and without waiving any of its General Objections, Objections to Definitions and Instructions, or specific objections, PPG admits that TIH/PIH commodities are hazardous materials regulated by the Department of Transportation.

Admission No. 2: Admit or deny that in relation to the value of a shipment of TIH/PIH that it is not a burden to prepare the Notice.

Response: PPG objects to this Request because it is not reasonably calculated to lead to the discovery of admissible evidence. The Request seeks information which is irrelevant to the legality of the Tariff provisions, the standards enumerated in 49 USC §§ 10702 and 11101, and the application of other relevant legal authority to this proceeding. PPG further objects because the Request is vague and ambiguous, particularly as to its reliance on the phrases "in relation to" and "it is not a burden."

/s/ Paul M. Donovan
Paul M. Donovan
1250 Connecticut Ave., N.W.
Washington, DC 20036
(202) 298-8100

November 29, 2011

Certificate of Service

I hereby certify that on this 29th day of November 2011, a copy of the foregoing Objections and Responses of PPG Industries, Inc., to the First Set of Discovery Requests of Defendants was served by electronic delivery on:

Louis E. Gitomer, Esq.
Suite 301
600 Baltimore Avenue
Towson, MD 21204

Lou@lgraillaw.com

/s/ Paul M. Donovan
Paul M. Donovan

EXHIBIT D – CFI DISCOVERY RESPONSES

BEFORE THE

SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 35517

CF INDUSTRIES, INC.
V.
INDIANA & OHIO RAILWAY COMPANY, POINT COMFORT AND NORTHERN RAILWAY COMPANY, AND MICHIGAN SHORE RAILROAD, INC.

DOCKET NO. NOR 42129

AMERICAN CHEMISTRY COUNCIL, THE CHLORINE INSTITUTE, INC., THE FERTILIZER INSTITUTE, AND PPG INDUSTRIES, INC.
V.
ALABAMA GULF COAST RAILWAY LLC AND RAILAMERICA, INC.

CF INDUSTRIES, INC.'S RESPONSES AND GENERAL AND SPECIFIC OBJECTIONS TO RAILAMERICA RAILROADS' FIRST SET OF DISCOVERY REQUESTS

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Attorney for CF Industries, Inc.

BEFORE THE

SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 35517

CF INDUSTRIES, INC.
V.
INDIANA & OHIO RAILWAY COMPANY, POINT COMFORT AND NORTHERN RAILWAY COMPANY, AND MICHIGAN SHORE RAILROAD, INC.

DOCKET NO. NOR 42129

AMERICAN CHEMISTRY COUNCIL, THE CHLORINE INSTITUTE, INC., THE FERTILIZER INSTITUTE, AND PPG INDUSTRIES, INC.
V.
ALABAMA GULF COAST RAILWAY LLC AND RAILAMERICA, INC.

CF INDUSTRIES, INC.'S RESPONSES AND GENERAL AND SPECIFIC OBJECTIONS TO THE RAILAMERICA RAILROADS' FIRST SET OF DISCOVERY REQUESTS

Pursuant to the Rules of Practice of the Surface Transportation Board ("Board"), 49 C.F.R. Part 1114 (2011), and the decision served by the Board on September 30, 2011 ("September Order") to establish the procedural schedule in the above-captioned proceedings, CF Industries, Inc. ("CF") submits these responses and general and specific objections to the Indiana & Ohio Railway Company's, the Point Comfort and Northern Railway Company's, the Michigan Shore Railroad, Inc.'s, the Alabama Gulf Coast Railway LLC's and RailAmerica, Inc.'s ("RailAmerica Railroads" or "Defendant(s)") First Set of Discovery Requests.[1]

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[1] The RailAmerica Railroads served their First Set of Discovery Requests in Docket No. NOR 42129 and in Docket No. FD 35517, in light of the Board consolidating both dockets in the September Order CF responds to the RailAmerica Railroads' discovery requests to the extent that such requests apply to CF, and the requested information is within the scope of the proceeding in Docket No. FD 35517.

GENERAL OBJECTIONS

CF's response to each and every Interrogatory, Request for Production or Request for Admission contained in the RailAmerica Railroads' First Set of Discovery Requests, submitted on November 10, 2011, will be subject to the following General Objections:

1. CF objects to the extent that the discovery requests seek information protected by the attorney-client privilege, attorney-work product doctrine, or that is otherwise immune from discovery. If CF produces one or more privileged, or otherwise protected documents, such production will have been inadvertent and not intended in any way whatsoever to waive any legal protection that attaches to such document(s). CF requests that the RailAmerica Railroads immediately notify CF of any instance where the RailAmerica Railroads know, or reasonably suspect, that such an inadvertent production has occurred, and immediately return such document(s) to CF.

2. CF objects to producing documents or information protected by confidentiality agreements with third parties or subject to other legal restrictions on disclosure, or claimed by third parties to be subject to such agreements or restrictions.

3. CF objects to each discovery request to the extent that it fails to describe the documents or information requested with reasonable particularity and is, therefore, unreasonably vague, overly broad, duplicative, and/or overly burdensome.

4. Subject to its General and Specific Objections, CF will search for documents where those documents are reasonably likely to be located. To the extent the discovery requests purport to impose greater obligations on CF, CF objects to the discovery requests as unduly burdensome.

5. CF objects to the discovery requests to the extent that the RailAmerica Railroads seek documents or information that are not in CF's possession, custody, or control, including information in the possession of third parties.

6. CF objects to the RailAmerica Railroads' definition of "Complainants" to the extent it purports to require CF to search for or produce documents or information pertaining to the business or operations of entities other than CF Industries, Inc.

7. CF's responses to the discovery requests shall not be construed in any way as an admission that the terms of any such request or any definition of those terms provided by the RailAmerica Railroads are factually correct or legally binding upon CF.

8. Subject to its General and Specific Objections, CF will provide information and documents located after a reasonable inquiry or search. CF reserves the right to supplement or amend its responses to the discovery requests.

9. CF objects to the discovery requests to the extent that they require information that is outside the scope of these proceedings and not reasonably calculated to lead to the discovery of admissible evidence.

10. CF objects to the discovery requests to the extent that they deviate in form or substance from the obligations imposed by the Board's regulations.

11. CF objects to discovery requests to the extent that the requested information is readily available from public sources.

SPECIFIC OBJECTIONS TO THE RAILAMERICA RAILROADS' DEFINITIONS AND INSTRUCTIONS

Definition No. 7: "CFI" shall mean CF Industries, Inc., and any departments, subsidiaries, affiliates, or related companies, its present and former employees, agents, officers, directors, advisors, consultants, divisions, and all other persons or entities acting on its behalf.

Objection: Subject to the foregoing General Objections and without waiver thereof, CF objects to the RailAmerica Railroads' definition of "CFI" to the extent it purports to require CF to search for or produce documents or information pertaining to the business or operations of entities other than CF.

Definition No. 15: "Complainants" shall mean CFI, PPG, ACC, TCI, TFI, EEI, DOW, and Arkema, collectively, and "Complainant" shall mean any one of the Complainants.

Objection: Subject to the foregoing General Objections and without waiver thereof, CF objects to the RailAmerica Railroads' definition of "Complainants" to the extent it applies to any entity other than CF.

Definition No. 24: "Communicate" and "Communication" shall mean every manner or means of disclosure or transfer or exchange of information whether orally, by document, or otherwise, and whether face to face, in a meeting, by telephone, or other electronic media, mail, personal delivery, or otherwise.

Objection: Subject to the foregoing General Objections and without waiver thereof, CF objects to the RailAmerica Railroads' definition of "communicate" and "communication" on the grounds that it is vague and overly broad.

Definition No. 27: The terms "relate" or "relating to" are to be used in their broadest sense and shall mean to refer to, discuss, involve, reflect, deal with, consist of, represent, constitute, emanate from, be directed at, or in any way to pertain to, in whole or in part, the subject.

Objection: Subject to the foregoing General Objections and without waiver thereof, CF objects to the RailAmerica Railroads' definition of "relate" or "relating to" on the grounds that it is overly broad.

Instruction No. 28: The singular shall include the plural and vice versa, and the conjunctive shall include the disjunctive and vice versa in order to give these interrogatories and requests for admission the broadest scope.

Objection: Subject to the foregoing General Objections and without waiver thereof, CF objects to the RailAmerica Railroads' plural form use of the definition "Complainants" to the extent it purports to require CF to search for or produce documents or information pertaining to the business or operations of entities other than CF Industries, Inc.

Definition No. 29: "Identify" or "state" or "describe" or "describe in detail" shall mean:

a. describe fully by reference to underlying facts rather than by reference to ultimate facts or conclusions of fact or law;

b. where applicable, particularize as to time, place, and manner;

c. set forth all relevant facts necessary to the complete understanding of the act, process, event, or thing in question;

d. as to a person (as defined): name, business and residence address(es), last known telephone number, occupation, job title, and dates so employed;

e. as to a document (as defined): the type of document (letter, memorandum, printed version of an electronic mail message, printed version of a facsimile, etc.), the identity of the author or originator, the date authored or originated, the identity of each person to whom the original or a copy was addressed or delivered, the identity of such person known or reasonably believed by you to have present possession, custody, or control thereof, and a brief description of the subject matter thereof;

f. as to a communication (as defined): the date of the communication, the type of communication (telephone conversation, electronic mail message, meeting, etc.), the place where the communication took place, the identity of the person who made the communication, the identity of each person who received the communication and of each person present when it was made, and the subject matter discussed; and

g. as to a meeting: the date of the meeting, the place of the meeting, each person invited to attend, each person who attended, and the subject matter discussed.

Objection: Subject to the foregoing General Objections and without waiver thereof, CF objects to the RailAmerica Railroads' definition of "identify" on the grounds that it is vague, overly broad and would impose an undue burden on CF in responding to discovery requests.

Instruction No. 30: *The answers to these interrogatories, document requests and requests for* admissions shall include such information and documents as are within Complainants' custody, possession, or control, or are within the custody, possession, or control of any of Complainants' consultants, accountants, attorneys, or other agents, or which are otherwise available to Complainants. In responding to these interrogatories and requests for admissions, Complainants are specifically instructed to review the personal files, records, notes, correspondence, daily calendars, and telephone logs or records of all persons who have knowledge of the information inquired about in each request.

Objection: Subject to the foregoing General Objections and without waiver thereof, CF objects to this instruction on the grounds that the instruction is vague, overly broad and burdensome. CF further objects to the instruction that Complainants are specifically instructed to review "personal files...of all persons who have knowledge of the information inquired about in each request" as overly broad and burdensome. Such personal files will be reviewed to the extent that they are within the custody, possession, or control of CF.

Instruction No. 32: Each interrogatory should be answered separately and fully in writing. The answers to these interrogatories should include, but not be limited to, an identification of each person having knowledge of the information provided in the answer, and of all documents (including calculations) and communications relating to that information.

Objection: Subject to the foregoing General Objections and without waiver thereof, CF objects to this instruction with regard to the use of the words "communications" and "information," as CF has objected to above. CF further objects to the use of the term "knowledge," as such term is vague and ambiguous.

RESPONSES TO THE RAILAMERICA RAILROADS' FIRST SET OF INTERROGATORIES

Interrogatory No. 1: Identify Complainants who have shipped TIH/PIH over any of the Defendants under any of the Tariffs.

Response: Subject to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, none.

Interrogatory No. 2: Identify each of the shipments that moved over a Defendant under any of the Tariffs by providing date, location and railroad of origin, routing, date, location and railroad of destination.

Response: Subject to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, none.

Interrogatory No. 3: For each shipment identified pursuant to Interrogatory No. 2, tell us whether the Complainant completed the Notice contained in the relevant Tariff.

Response: Subject to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, not applicable. Incorporating by reference CF's foregoing responses to Interrogatory Nos. 1 and 2, CF has not shipped under any of the Tariffs and, therefore, has not completed the Notice.

Interrogatory No. 4: For each Notice that was completed tell us how long it took to fill out the Notice.

Response: Subject to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, not applicable.

Interrogatory No. 5: For each shipment identified in response to Interrogatory No. 2, identify the selling price of the shipment.

Response: In addition to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, CF objects on the grounds that the requested information is not reasonably calculated to lead to the discovery of admissible evidence. CF further objects to the extent such information would be covered by a confidentiality obligation to a third party. Notwithstanding the foregoing and without waiver thereof, not applicable.

Interrogatory No. 6: Identify the annual gross revenue for 2010 for each Complainant that identified a shipment in response to Interrogatory No. 2.

Response: In addition to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, CF objects on the grounds that the requested information is not reasonably calculated to lead to the discovery of admissible evidence. CF further objects on the basis that such information is readily available through public sources, such as CF's reports filed with the U.S. Securities & Exchange Commission. Notwithstanding the foregoing without waiver thereof, not applicable.

Interrogatory No. 7: Explain any denials that are entered in response to the Request for Admissions.

Response: Subject to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, not applicable.

RESPONSES TO THE RAILAMERICA RAILROADS' FIRST SET OF DOCUMENT REQUESTS

Request for Production No. 1: Produce all studies or analyses of the Tariffs prepared by or for any or all of the Complainants.

Response: Subject to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, CF is not in possession of any studies or analyses that are responsive to this request.

Request for Production No. 2: Produce the document implementing the Responsible Care Program and any analyses of the Tariff under the Responsible Care Program.

Response: Subject to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, CF is not in possession of any documents or analyses that are responsive to this request.

Request for Production No. 3: Produce any analyses or studies conducted by or on behalf of any Complainant concerning the Tariff.

Response: Subject to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, CF is not in possession of any analyses or studies that are responsive to this request.

Request for Production No. 4: Please produce all documents identified in Complainants' responses to Defendants' interrogatories.

Response: Subject to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, CF is not in possession of any documents that are responsive to this request.

RESPONSES TO THE RAILAMERICA RAILROADS' FIRST SET OF REQUESTS FOR ADMISSION

Request for Admission No. 1: Admit or deny that TIP/PIH are dangerous commodities.

Response: In addition to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, CF objects on the grounds that "dangerous" is vague and ambiguous. Subject to the foregoing General and Specific Objections and without waiver thereof, CF admits that 49 C.F.R. § 195.2 of the U.S. Code of Federal Regulations defines "hazardous liquid" to include anhydrous ammonia.

Request for Admission No. 2: Admit or deny that in relation to the value of a shipment of TIH/PIH that it is not a burden to prepare the Notice.

Response: In addition to the foregoing General Objections and Specific Objections to Instructions and without waiver thereof, CF objects on the grounds that "burden" is vague and ambiguous. Subject to the foregoing General and Specific Objections and without waiver thereof, CF has not prepared the respective Notice and therefore lacks information to respond to this request.

Respectfully submitted,

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Attorney for CF Industries, Inc.

November 29, 2011

EXHIBIT E – KEITH T. BORMAN VERIFIED STATEMENT

VERIFIED STATEMENT OF KEITH T. BORMAN

I am the Vice President and General Counsel of the American Short Line and Regional Railroad Association (ASLRRA), and on its behalf submit this verified statement in NOR 42129, *American Chemistry Council et al v Alabama Gulf Coast Railroad (AGR)* in support of AGR Tariff 0900-1 at issue in this action. ASLRRA represents over 450 Class II and Class III railroad members on federal regulatory and legislative issues affecting the small railroad industry.

The transportation of toxic-by-inhalation (TIH) and other hazardous materials over small railroads is a matter of ongoing concern to ASLRRA. It presents daunting financial and operating risks to Class II and Class III carriers. It also raises public policy issues which small railroads cannot resolve by themselves. For this reason ASLRRA supports the AGR's effort to address the risks inherent in hazardous material transportation and urges the Surface Transportation Board to find that AGR Tariff 0900-1 is a positive and responsible means to protect the interests of the public and the railroad and is not an unreasonable practice.

In today's world if there is a hazardous material release during rail transit, all parties – regulators, private litigants and shippers alike – look to the railroad carrier as the primarily responsible party. This presents a particular problem for small railroads like AGR. In contrast to the giant Class I carriers, no small railroad has the assets to compensate claimants for the potentially enormous damages that are often associated with TIH and other hazardous materials incidents. Further, insurance is no answer because – again in contrast to the Class I carriers – it is not available to small railroads in the amounts and at the levels which would be adequate to compensate claimants and protect the viability of the small railroad business. This is in part because whereas huge interstate rail networks can spread their risk (and thus their insurance costs) over a vast rail system with thousands of shippers, small railroads typically have but a few significant shippers and just a few branch lines bearing the cost of insuring against catastrophic costs. No small railroad can qualify for adequate levels of insurance nor pay the premiums required to provide such insurance against potentially catastrophic claims of this magnitude.

As a result small railroads place their entire enterprise at risk every time they accept a single TIH car for shipment. If the unthinkable happens, the railroad will

simply 'turn over the keys' to the claimants. While the railroad may resume business under new operators approved by the Board, the claimants will still not be compensated and the former railroad owners will be wiped out to no one's benefit.

AGR's tariff is a reasonable and prudent measure in response to that threat. First, it enhances safety and reduces the probability of an unintended release of TIH materials by requiring advance notice of their intended transit over AGR's lines so AGR can plan to be ready to meet the car at interchange and able to take appropriate measures to protect the movement. It also affirms the inspection of arriving cars to discover defects in the cars before they can develop into safety hazards on AGR's line. Further, recognizing that the longer a TIH car remains on AGR's lines the more opportunity exists for some kind of unwanted incident, the tariff encourages TIH shipments to move to destination as quickly as possible in priority trains. ASLRRA believes the operating practices embodied in AGR Tariff 0900-1 are appropriate and reasonable safety measures given both the potential for catastrophe should an unexpected TIH event occur because AGR's options to mitigate the risk to its business and the public are limited.

Because the risks to the public are so great, it is imperative that public policy support prudent common sense approaches by carriers to reduce or eliminate the threat of a TIH contamination event in the first place. ASLRRA has long publicly urged the Board to address the public policy concerns relating to short line movements of TIH and other hazardous materials before disaster strikes. In its written Comments and oral testimony in *STB Ex Parte 677 (Sub-No. 1) Common Carrier Obligation of Railroads---Transportation of Hazardous Materials* in 2008 ASLRRA urged the Board to support a public-private insurance solution which would create enough coverage to adequately mitigate the financial risk of TIH shipments to small railroads and the public alike. However, to date the Board has not addressed the proposal.

In the absence of a more sweeping solution AGR has now created a more modest, targeted measure employing simple traditional railroad practices to enhance safety while still fulfilling its common carrier obligation. These enhancements are not without costs, and in the small railroad environment those costs cannot be spread around a large customer base. The AGR Tariff apportions them fairly and equitably. In light of the particular risks associated with the movement of TIH and hazardous materials and the lack of alternatives for small railroads otherwise to protect themselves and the public, the costs and obligations arising from the Tariff do not impose an unreasonable burden on shippers or commerce in general. Thus, since the Board has not itself acted to ameliorate the

threat to the public posed by the movement of TIH and hazardous materials on short lines, it should not prohibit the use of AGR Tariff 0900-1 to do so.

Keith T. Borman

Keith T. Borman
Vice President and General Counsel
American Short Line and Regional Railroad Association

VERIFICATION

I, Keith T. Borman, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Verified Statement.

August 4, 2011

Keith T. Borman

Keith T. Borman

EXHIBIT F – DEPOSITION TRANSCRIPTS

SEE VOLUME 2 HIGHLY CONFIDENTIAL