



UP 6004-C

Item: 210-A
PREVENTING CONTAMINATION OF COVERED HOPPER CARS USED FOR GRAIN, GRAIN PRODUCTS OR OILSEED SHIPMENTS

Preventing Contamination of Covered Hoppers Used for Grain, Grain Products or Oilseed Shipments

1. **Compliance with Regulations Against Contamination:** Regulations prevent the movement of Agricultural Quarantine Materials whether adhering as residues or debris to the outside or undercarriage of or in covered hoppers for cross-border movements. By encouraging prevention, detection of and removal of Product Residue, debris or other foreign materials from covered hoppers, the rules in this Item will ensure regulatory compliance, better assure the availability of suitable equipment for export and domestic shipments, and improve car utilization for the benefit of all UP grain, grain products and oilseed Customers.
2. **[c] Customer Responsibilities:** After Shipper accepts a covered hopper as suitable for loading, the Shipper is responsible for loading and releasing the covered hopper so that the lading is contained within the covered hopper and so that the exterior is free of Product Residue, debris, or other foreign material. Failure to meet these requirements will result in an assessment of an "Unclean Car" charge of \$705.00.
3. **Customer Options If Covered Hopper Arrives Unclean:**
 - a. **Empty Placed for Loading:** If Shipper chooses to reject covered hopper(s) as unclean, then the rejected covered hopper(s) must be released as empty with the notation of either:
 - CL-REFUSED - UNCLEAN: CAR INTERIOR or
 - CX-REFUSED - UNCLEAN: CAR EXTERIOR.If Shipper chooses to clean the covered hopper instead of rejecting it, UP will pay the Shipper \$50.00 per covered hopper for cleaning so that the covered hopper is restored to suitability for transporting Product after Shipper provides photographic documentation of the covered hopper's (i) unsuitable condition before cleaning and loading and (ii) suitable condition after cleaning and loading.
 - b. **Load Placed for Unloading:** If Consignee claims that the loaded covered hoppers were unclean when received at destination, the Consignee should notify UP of the car condition. Consignee can provide notice when entering release information on UP's website by choosing release type "Release with Defect" and then choosing "Refused-Unclean Exterior" from the reason menu. If Consignee chooses to clean the covered hopper before releasing it empty to UP, UP will pay the Consignee \$50.00 per covered hopper for cleaning so that the covered hopper is restored to suitability for transporting Product after Consignee provides photographic documentation of the covered hopper's (i) unsuitable condition before unloading and cleaning and (ii) suitable condition after cleaning.
4. **Rejection of Unclean Covered Hoppers at Customer Facilities:** UP can reject any covered hoppers that Customer has released for movement that do not comply with paragraphs 1 or 2, including any cut or block containing non-compliant covered hoppers, and can set out the covered hoppers for the Customer to remove and dispose of the Product Residue, debris or other foreign material to bring the covered hopper(s) into compliance. UP will assess a charge of \$650.00 per rejected covered hopper. UP may also assess any applicable switch or demurrage charges as published in UP Tariff 6004-series for all cars in the cut or block containing the non-compliant covered hoppers.
5. **Rejection of Unclean Covered Hoppers at Border:** If government authorities refuse to allow covered hopper to cross the border because of the presence of Agricultural Quarantine Materials, UP will assess the Customer who released the unclean covered hopper a charge of \$800.00 per

unclean covered hopper. This charge will apply towards the costs of bagging and disposing of the residue, debris or other materials as required by authorities and cleaning the covered hopper besides the extra handling and train delay. Customer will also reimburse any additional costs imposed on UP by either government authorities or connecting carriers associated with trains stopped from crossing the border until the equipment complies with the applicable regulations.

6. **Application:** In the event a covered hopper subject to this Item also violates UP 6004-series Item 200-series EXTERIOR RAILCAR CONTAMINATION or UP 6007-series Item 278-series CAR CLEANING CHARGE, then charges will be assessed only under one of these Items for each occurrence. UP has discretion as to which Item to apply.
7. **Definitions:** The term "Agricultural Quarantine Materials" includes, but is not limited to, agricultural products or byproducts, dead animals or animal byproducts (e.g. feathers, manure); soil; plants or plant parts which may carry risk of plant pests or diseases; noxious weeds; or garbage whether adhering as residues or debris to the outside or undercarriage of, or in covered hoppers for cross-border movements. "Product" means grain, grain products and oilseeds. "Product Residue" includes spillage of any Product or any agricultural byproducts, plants or plant parts (whether or not they carry the risk of plant pests or diseases) or seeds. The term "Customer" includes shippers, consignors, receivers, consignees and their respective agents. If a more specific term (e.g. "Shipper" or "Consignee") is used, the term refers to a Customer (and its agents) with that particular relationship to the inbound or outbound covered hopper.