

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. FD 32760 (Sub-No. 48)

BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

**UNION PACIFIC RAILWAY COMPANY'S REPLY TO
BNSF RAILWAY COMPANY'S AMENDED PETITION FOR ENFORCEMENT**

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December 22, 2025

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. FD 32760 (Sub-No. 48)

BNSF RAILWAY COMPANY
—PETITION FOR ENFORCEMENT—
SERVICE TO GRANITE MOUNTAIN QUARRIES

**UNION PACIFIC RAILWAY COMPANY’S REPLY TO
BNSF RAILWAY COMPANY’S AMENDED PETITION FOR ENFORCEMENT**

The Board should dismiss BNSF’s amended petition with prejudice because BNSF has not shown SP provided service to Granite Mountain at the time of the UP-SP Merger, as required by the Board’s decision served June 30, 2025.¹ The Board should also reject BNSF’s request to change the rules and the conditions imposed on the merger by shifting responsibility for its failure of proof to UP.

The Board’s June 30 decision denied BNSF’s original petition because BNSF failed to prove Granite Mountain is a 2-to-1 shipper facility. BNSF and UP had presented conflicting interpretations of the relevant tariff provisions, and the Board found there was “insufficient information to fully support either side’s interpretation.” Decision at 5. Rather than dismiss the petition with prejudice, the Board allowed “BNSF to take discovery from UP” to give BNSF a chance to prove its claim by showing “SP provided service to Granite Mountain at the time of the merger.” *Id.* at 6–7; *see also id.* at 6 (“If any additional information exists regarding

¹ UP is using the acronyms and abbreviations the Board used in its Decision served June 30, 2025.

whether SP provided service to Granite Mountain at the time of the UP-SP Merger, UP is the party most likely to possess such information.”). However, the Board said BNSF could submit an amended petition only if it “returns to the Board with evidence that demonstrates that SP was providing line-haul service to Granite Mountain.” *See id.* at 7.

BNSF’s amended petition fails to present any evidence that SP provided line-haul service to Granite Mountain at the time of the UP-SP Merger, so the Board should dismiss the petition.²

BNSF claims it cannot provide the evidence the Board required because UP did not produce SP traffic records from the pre-merger period—more than 30 years ago. Even if UP could have produced such ancient traffic records, they would not have shown SP served Granite Mountain, because SP never had the right to serve Granite Mountain.

Moreover, BNSF’s discovery requests sought much more than traffic records, and UP searched for much more than traffic records. In response to BNSF’s exhaustive discovery requests, UP conducted a thorough, good faith search for *any*

² This is just another case of BNSF overreach. *See, e.g., Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp. (General Oversight) (Oversight Decision No. 20)*, 5 S.T.B. 1159, 1165 (2001) (rejecting BNSF effort to expand the definition of “2-to-1 points” as an “overreach”); *Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp. (Decision No. 106)*, FD. 32760 (STB served Dec. 20, 2013) (rejecting BNSF claim regarding access to G3 Enterprises); *Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp. (Decision No. 98)*, FD. 32760 (STB served Oct. 22, 2002) (rejecting BNSF claim regarding trackage rights fee adjustments); *Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp. (Decision No. 77)*, FD. 32760 (STB served Jan. 7, 1998) (rejecting BNSF effort to access non-2-to-1 shippers in New Orleans); *Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp. (Decision No. 74)*, FD. 32760 (STB served Aug. 29, 1997) (rejecting BNSF’s effort to expand the definition of “2-to-1 shipper”).

documents showing SP provided *any* service to Granite Mountain at or before the time of the UP-SP Merger. No evidence exists that SP served Granite Mountain at the time of the UP-SP Merger. The absence of documents is itself meaningful—it is proof that SP did not provide service to Granite Mountains.

When BNSF asked for an explanation of UP’s search process, UP described the complete and thorough search undertaken by UP:

Union Pacific conducted reasonable searches for all the materials identified by BNSF. Union Pacific conducted interview of individuals in its Marketing and Sales, Interline Marketing, Joint Facilities, and Finance documents in an effort to identify potentially responsive documents and conducted searches of employee and departmental files. Union Pacific also searched its general records management system for potentially responsive documents.³

More specifically, in response to BNSF’s broad request for “[a]ll documents relating to reciprocal switch movements by UP for Granite Mountain,” UP conducted extensive searches, but the documents it found supported UP’s position, not BNSF’s position:

Union Pacific conducted interviews and searches to identify and collect “All documents” relating to reciprocal switching movements by Union Pacific for Granite Mountain. The only documents located were [copies of tariffs], which establish that Granite Mountain was not listed as open for reciprocal switching at the time of the UP/SP merger.⁴

³ See Letter from M. Rosenthal (UP counsel) to P. Denton (BNSF counsel) at 1 (Aug. 28, 2025) (attached hereto as Exhibit A).

⁴ See *id.* at 2.

Similarly, in response to BNSF's broad request for "[a]ll documents relating to any service by SP to Granite Mountain prior to the UP/SP merger regardless of the manner of service, whether line-haul service, reciprocal switch service, inter-terminal service, or some other arrangement," UP had conducted extensive searches, but the documents again supported UP's position, not BNSF's:

Union Pacific conducted interviews and searches as described above—it interviewed the employees most likely to have responsive information and searched for files within the departments most likely to have responsive information, as well as files in Union Pacific's general records management system. As Union Pacific stated [in its written discovery responses], Union Pacific did not identify any documents responsive to this request, other than the documents described above and in its pleadings, which establish that Granite Mountain was not listed as open for reciprocal switching at the time of the UP/SP merger and that Granite Mountain submitted a letter in the merger proceeding confirming it would benefit from obtaining access to SP through the UP/SP merger.⁵

In sum, UP looked for all documents BNSF requested, in every location where such documents could reasonably exist, but found no evidence that SP served Granite Mountain at or before the time of the UP-SP Merger. BNSF claims UP never explained why no documents show SP served Granite Mountain. The answer is clear: No such documents exist because SP did not serve Granite Mountain at or before the time of the UP-SP Merger.

BNSF has produced no evidence from any source suggesting SP ever served Granite Mountain. That is no surprise. During the UP-SP Merger proceeding,

⁵ See *id.* at 2-3.

Granite Mountain filed a statement supporting the merger, declaring: “Our rail service is handled by the Union Pacific Railroad.” If SP had served or could have served Granite Mountain before the UP-SP Merger, Granite Mountain surely would have mentioned that its rail service was also provided by SP. In fact, more than a decade ago, BNSF told the Board that “all of the two to one individual shipper facilities have been identified.”⁶

UP’s document searches in response to BNSF’s discovery requests were informative not only in that they uncovered absolutely no evidence supporting BNSF’s position, but also in what they confirmed: UP produced records showing LRWN had not provided any service other than inter-terminal switching to Granite Mountain. The records thus support UP’s position that the tariff item BNSF claims gave SP reciprocal switching access to Granite Mountain—Item 2525 in Tariff MP 8170-C—provides for inter-terminal switching, not reciprocal switching or any other alternative form of access (which is also consistent with the provision’s location in the portion of the tariff defining the switching limits). Of course, the more conclusive tariff provision in the record is Supplement 149 to Tariff MP 8170-C, which expressly provides that only shippers listed in the tariff are open to reciprocal switching and

⁶ *Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp.*, FD 32760, Transcript of Oral Argument at 58:1–58:7 (Jan. 15, 2013) (“There’s a protocol for how you go about identifying which [shippers] were open to UP and SP and no other carriers. So that’s what the protocol was for. It’s largely no longer relevant, because all of the individual two to one individual shipper facilities have been identified.”). A copy of the relevant portion of the transcript is attached hereto as Exhibit B.

which does not list Granite Mountain as a shipper open to reciprocal switching at Little Rock (or elsewhere).⁷

Unable to provide evidence supporting its claims, as required by the Board's June 30, 2025, decision, BNSF asks the Board to impose a new merger condition that would require UP to "shoulder the burden of proof regarding the historic status of shipper facilities."⁸ BNSF cites no authority that would allow the Board to impose this extraordinary new burden on UP more than 30 years after approving the UP-SP Merger, and more than a decade after BNSF represented to the Board that all 2-to-1 shipper facilities had been identified.⁹ The Board's rules require railroads to retain shipping documents for one year and tariff documents for three years after expiration or cancellation.¹⁰ The Board's record retention rules are consistent with fundamental principle of American law that require parties with claims to advance them on a timely basis, before memories fade and evidence becomes lost.¹¹

⁷ For the Board's convenience, relevant excerpts from Supplement 149 to Tariff MP 8170-C are attached hereto as Exhibit C.

BNSF asserts that Granite Mountain is located at Little Rock and that Little Rock is a 2-to-1 point. *See* Am. Pet. at 4. Granite Mountain is not actually located at Little Rock. In Item 2525, UP agreed to consider Granite Mountain to be within the switching limits of Little Rock for purposes of its interterminal switching tariff. However, the point is moot because not all facilities at 2-to-1 points are 2-to-1 shippers. Whether a shipper is located at a 2-to-1 point matters only in determining whether BNSF can access a "New Shipper Facility." BNSF does not dispute that Granite Mountain is an existing shipper, not a new shipper facility.

⁸ Am. Pet. at 11–12.

⁹ *See supra* note 6.

¹⁰ *See* 49 C.F.R. § 1220.6.

¹¹ *Cf. NAACP v. NAACP Legal Def. & Educ. Fund, Inc.* 753 F.2d 131, 133 (D.C. Cir. 1985) ("Plaintiffs are encouraged to file suits when courts are in the best position to resolve disputes. As claims become increasingly stale, pertinent evidence becomes (continued...)")

In this proceeding, UP has shown that SP never had the right to serve Granite Mountain. UP produced Supplement 149 to Tariff MP 8170-C, which shows Granite Mountain was not listed as open to reciprocal switching by SP at the time of the UP-SP Merger. UP also produced Granite Mountain's 30-year old statement from the merger proceeding that its rail service was provided by UP. But even if UP had not preserved those records, the Board could not appropriately penalize UP for BNSF's failure to pursue its claims on timely basis.

* * *

The Board gave BNSF a second chance to meet its burden of proof, and BNSF failed for a second time to support its claims. The Board should dismiss BNSF's amended petition.¹²

lost; equitable boundaries blur as defendants invest capital and labor into their claimed property; and plaintiffs gain the unfair advantage of hindsight, while defendants suffer the disadvantage of an uncertain future outcome.”).

¹² Because BNSF failed to show Granite Mountain is a 2-to-1 shipper, the Board need not address whether Granite Mountain is a 3-to-2 shipper or whether SP could have shipped unit. However, UP and SP could not have granted BNSF access to shippers on short lines that connected only with UP and SP, because they had no right to grant such access. They preserved competition for shippers on such short lines by granting BNSF access to 2-to-1 short lines (*see* RASA § 8(j)), and they expressly granted BNSF access to LRWN (*see* RASA § 6b)).

Respectfully submitted,

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December 22, 2025

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of December, 2025, I caused a copy of the foregoing document to be served electronically on all parties of record in STB FD 32760 (Sub-No. 48).

/s/ Michael L. Rosenthal

COVINGTON

BEIJING BOSTON BRUSSELS DUBAI FRANKFURT
JOHANNESBURG LONDON LOS ANGELES NEW YORK
PALO ALTO SAN FRANCISCO SEOUL SHANGHAI WASHINGTON

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By Email

August 28, 2025

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pdenton@steptoe.com

Re: Granite Mountain, FD 32760 (Sub-No. 48)

Dear Peter:

I am writing in response to your letter dated August 22, 2025. Contrary to your claims, BNSF's First Set of Discovery Requests in the Granite Mountain proceeding did not track the topics the Board identified in its decision denying BNSF's petition for enforcement. Several of BNSF's requests seek information regarding service in locations far from Little Rock to shippers other than Granite Mountain. Moreover, BNSF improperly adopted a shotgun approach to discovery, failing to "describe with reasonable particularity" the information that is being requested. *See* Federal Rule of Civil Procedure 34(b)(1). In all cases, Union Pacific properly objected to BNSF's improper requests, while agreeing to undertake reasonable searches for potentially responsive information.

Regarding the search process, Union Pacific conducted reasonable searches for all the materials identified by BNSF. Union Pacific conducted interviews of individuals in its Marketing and Sales, Interline Marketing, Joint Facilities, and Finance departments in an effort to identify potentially responsive documents and conducted searches of employee and departmental files. Union Pacific also searched its general records management system for potentially responsive documents. Union Pacific will produce the responsive documents it located in its searches.

Specifically with regard to the document requests discussed in your letter:

- BNSF's Request No. 1 seeks "All documents relating to" an Item in a 35-year-old Missouri Pacific Railroad Company tariff defining the switching limits for Missouri Pacific's Little Rock and North Little Rock stations. BNSF's request does not describe with any particularity what documents or what type of documents BNSF is seeking. Nonetheless, Union Pacific conducted interviews and searches to identify and collect "All documents" relating to the tariff Item. As stated in Union Pacific's response, Union Pacific will produce copies of the referenced Item that it located through its search process. Union Pacific did not identify any other responsive documents.

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Peter W. Denton
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- BNSF's Request No. 2 similarly seeks "All documents relating to" a Supplement to the Missouri Pacific tariff identifying industries open to reciprocal switching in Little Rock and North Little Rock (among many other locations). BNSF's request does not describe with any particularity what documents or what type of documents BNSF seeks, other than the Supplement itself. BNSF's Request No. 2 is also overbroad and seeks discovery well beyond the bounds contemplated by the Board's order in that the Supplement addresses many stations outside the Little Rock area. Nonetheless, Union Pacific conducted interviews and searches to identify and collect "All documents" relating to the Supplement. As stated in Union Pacific's response, Union Pacific will produce copies of the referenced Supplement that it located through its search process. Union Pacific did not identify any other responsive documents.
- BNSF's Request No. 4 also takes a shotgun approach by seeking "All documents relating to" inter-terminal movements by Union Pacific for Granite Mountain. BNSF's request does not describe with particularity what documents or types of documents BNSF seeks and does not contain any date limitation. Further, Union Pacific's provision of inter-terminal moves would not establish whether SP provided service to Granite Mountain at the time of the UP/SP merger. Nonetheless, in an effort to be responsive, Union Pacific agreed to produce data regarding inter-terminal moves by Union Pacific in and out of Granite Mountain from 1997 to July 2025, which reflects the extent of the data reasonably available to Union Pacific on the subject of inter-terminal moves.
- BNSF's Request No. 5 similarly takes a shotgun approach by seeking "All documents relating to" reciprocal switching movements by Union Pacific for Granite Mountain. BNSF's request does not describe with particularity what documents or types of documents BNSF seeks and does not contain any date limitation. Nonetheless, Union Pacific conducted interviews and searches to identify and collect "All documents" relating to reciprocal switching movements by Union Pacific for Granite Mountain. The only documents located were the copies of the tariffs discussed above, which establish that Granite Mountain was not listed as open for reciprocal switching at the time of the UP/SP merger. In an effort to leave no stone unturned, Union Pacific also searched for data regarding reciprocal switch movements by Union Pacific for Granite Mountain from 1997 to July 2025, which reflects the extent of the data reasonably available to Union Pacific on the subject of reciprocal switch moves.
- BNSF's Request No. 7 also takes a shotgun approach by seeking "All documents relating to any service by SP to Granite Mountain prior to the UP/SP merger." BNSF's request does not describe with particularity what documents or types of documents BNSF seeks and does not contain any date range. Nonetheless, Union Pacific conducted interviews and searches as described above—it interviewed the employees most likely to have responsive information and searched for files within the departments most likely to have responsive information, as well as files in Union Pacific's general records management system. As Union Pacific stated, Union Pacific did not identify any documents responsive to this request, other than the documents described above and in its pleadings, which establish that Granite Mountain was not

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Peter W. Denton
August 28, 2025
Page 3

listed as open for reciprocal switching at the time of the UP/SP merger and that Granite Mountain submitted a letter in the merger proceeding confirming it would benefit from obtaining access to SP through the UP/SP merger.

- BNSF's Request No. 8 also takes a shotgun approach by seeking "All documents relating to SP service via reciprocal switch to and from stations on SSW not served by MP." BNSF's request does not describe with particularity what documents or types of documents BNSF seeks and does not contain any date limitation. Further, BNSF's request goes far beyond what the Board indicated would be appropriate discovery because it does not focus on SP service to Granite Mountain and instead broadly seeks information regarding "any stations on SSW not served by MP." Nonetheless, Union Pacific conducted interviews and searches to identify and collect "All documents relating to SP service via reciprocal switch to and from stations on SSW not served by MP." Union Pacific did not identify any responsive documents.

In summary, Union Pacific has conducted reasonable searches for the types of documents contemplated by the Board in its decision denying BNSF's petition for enforcement. BNSF should not be surprised there are no documents supporting its contention that Granite Mountain was open to SP for reciprocal switching at the time of the UP/SP merger because the facility was not identified as open to reciprocal switching in the relevant switching tariff and Granite Mountain supported the UP/SP merger because the merger would provide Granite Mountain access to SP.

Sincerely,



Michael L. Rosenthal
*Counsel for Union Pacific
Railroad Company*

UNITED STATES OF AMERICA
SURFACE TRANSPORTATION BOARD

+ + + + +

ORAL ARGUMENT

-----X
IN THE MATTER OF: :
UNION PACIFIC CORPORATION, :
UNION PACIFIC RAILROAD COMPANY, Finance
and MISSOURI PACIFIC RAILROAD : Docket
COMPANY No. 32760
:
- CONTROL AND MERGER - :
:
SOUTHERN PACIFIC RAIL CORPORATION,
SOUTHERN PACIFIC TRANSPORTATION :
COMPANY, ST. LOUIS, SOUTHWESTERN
RAILWAY COMPANY, SPCSL CORP., :
AND THE DENVER AND RIO GRANDE
WESTERN RAILROAD COMPANY. :
-----X

Tuesday,

January 15, 2013

Surface Transportation Board
Suite 120
395 E Street, S.W.
Washington, D.C.

The above-entitled matter came on
for hearing, pursuant to notice, at 9:30 a.m.
BEFORE:

DANIEL R. ELLIOTT, III	Chairman
ANN D. BEGEMAN	Vice Chairperson
FRANCIS P. MULVEY	Commissioner

1 if they could.

2 MR. ROSENTHAL: I mean, you know,
3 they filed, the answer is, they filed at the
4 Board, we filed a response at the Board. You
5 know, perhaps, they should've gone through
6 arbitration.

7 I think there may be a protocol
8 between the companies involving issues involving
9 two to one, where we say, you know, go to the
10 Board or arbitrate.

11 CHAIRMAN ELLIOTT: There is a two to
12 one protocol, which, I trust, is both arbitration
13 and the Board. So not to make BNSF's
14 jurisdiction argument, but, maybe, Mr. Steel was
15 about to make that. Thank you, Mr. Rosenthal.

16 MR. STEEL: I was not about to make
17 it, but I will address it. A couple of things.
18 The two to one protocol is about the process to
19 actually identify what were the two to one
20 shippers after the merger.

21 So the merger happened, and there
22 were 70 odd, he said, two to one points. All the

1 shippers weren't identified. There's a protocol
2 for how you go about identifying which ones were
3 open to UP and SP and no other carriers.

4 So that's what the protocol was for.
5 It's largely no longer relevant, because all of
6 the two to one individual shipper facilities have
7 been identified.

8 On your point about arbitration, Vice
9 Chairman, Mr. Rosenthal is correct. When matters
10 have sort of broad implications, there's sort of
11 a protocol between us, that we'll just do them
12 here. In this particular case, G3 is also a
13 petitioner, and they clearly could have come here
14 without going to arbitration. So that's actually
15 the hook, if there were a jurisdictional issue,
16 since they're here, that probably obviates 15 --

17 VICE CHAIR BEGEMAN: But it does say
18 shall, and you signed it, I mean, how was it
19 optional?

20 MR. STEEL: Well, you will see that
21 the big episodes of these occurred from 1996 to
22 about the year 2000, and there were a number of

NOT SUBJECT TO RCCR TARIFFS, SEE ITEM 117.

IL CC A-503	SUPPLEMENT TO	ICC MP 8170-C
 MISSOURI PACIFIC RAILROAD COMPANY		
SUPPLEMENT 149 TO TARIFF MP 8170-C (Cancels Supplements 78, 89, 127, 134, 135, 136, 137, 138, 146 and 148) Supplement 149 and Special Supplements shown on page 2 herein contain all changes. LOCATION OF NEW OR CHANGED ITEMS The latest complete list of all new or changed items in effective Supplements is published in this Supplement. ABSORPTIONS OF SWITCHING AND OTHER TERMINAL CHARGES AND ALLOWANCES AT STATIONS ON MISSOURI PACIFIC RAILROAD DONIPHAN, KENSETT & SEARCY RAILWAY (Except as Noted in Item 325)		
THIS TARIFF APPLIES ON INTRASTATE TRAFFIC IN THE STATES OF ARKANSAS, COLORADO, ILLINOIS, KANSAS, LOUISIANA, MISSOURI, NEBRASKA, OKLAHOMA, TENNESSEE (MEMPHIS) AND TEXAS.		
SWITCHING TARIFF		
ISSUED OCTOBER 17, 1994		EFFECTIVE DECEMBER 2, 1994
K. H. SCHROEDER Manager-Pricing Services Omaha, Nebraska		Issued by G. OSLER Publishing Officer 1416 Dodge St. Omaha, Nebraska 68179

(D.W.C.)

N06 - 001154

SUPPLEMENT 149 TO TARIFF MP 8170-C

LIST OF CORPORATIONS, FIRMS, INDIVIDUALS AND TEAM TRACK LOCATIONS FROM AND TO WHICH RECIPROCAL RATES APPLY	
STATION	
Lake Charles	LA
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
[75] Lake Charles Public Elevator	
(DQ-3057)	
▲ STATION	
Lamar	MO
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
Double Circle Farm Supply	
Farmers Exchange	
(DQ-2466)	
[30] STATION	
Laredo	TX
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
Corrigan Dispatch	
(DQ-2870)	
[45] STATION	
Lawton	OK
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
Gordon Cartons	
Larrance Tank Corp	
Wertz Fruit Co	
(DQ-2950)	
[PA] STATION	
Lincoln	NE
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
[24] *** ABC Electric Co	
[24] *** Abel Construction Co	
[22] *** Capital Bridge Co	
[22] Capital Contractors	
[24] *** Desmond Lumber Co	
[147] Engineered Lumber Systems	
[24] *** Hinkle-Joyce Hardware Co	
[24] *** Koser Supply Co	
[22] *** Mid-West Lumber, Bridge & Supply Co	
[147] *** Midwest Lumber Supply	
[24] *** Oak Davis Supply	
[24] *** Port Huron Machinery Co	
[24] *** Sullivan Van & Storage	
(DQ-3273)	
STATION	
Little Rock (Also see North Little Rock, AR)	AR
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
ADM Processing Co	
AFCO Building Materials	
Alman, Sol	
AMF Cycle Co	
Arkansas Bitumuls Co	
Arkansas Broom Works	
Arkansas Foundry Co	
Arkansas Power & Light Co:	
Plant	
Asphalt Products Co	
Barrett-Hamilton Co	
Cash Wholesale Co, Inc:	
(Sterling Stores Co, Inc)	
Central Terminal Distributing Centers, Inc	
Choctaw, Inc	
Coger, W.B., Warehouse	
Colonial Baking Co	
Conley, John P. Co	
Criss & Shaver Co	
(Concluded on following page)	

SUPPLEMENT 149 TO TARIFF MP 8170-C

LIST OF CORPORATIONS, FIRMS, INDIVIDUALS AND TEAM TRACK LOCATIONS FROM AND TO WHICH RECIPROCAL RATES APPLY	
STATION	
Little Rock (Also see North Little Rock, AR) (Concluded)	AR
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
Darragh Co	
Dillaha Fruit Co	
Dixie Lumber & Moulding Co	
Dyke Bros	
Essick Mfg Co	
Evans, G.C. Sales	
Finch, Carl, Janitor Supply	
Finckbeiner, C., Inc	
Fine Papers, Inc	
Formpac Div, W.R. Grace Co	
Georgia Pacific	
Grobmyer, J.R., Lumber Co	
Haiton, Arch Co (Terminal Warehouse)	
(58) Harcross Chemical	
Harford Co	
Harty Seed Co	
Hoerner-Waldorf Corp (Cont Div)	
Home Ice Co	
Industrial Lumber Co	
Kelly Brokerage Co (Terminal Warehouse)	
Lamb, Co, W. Lyman	
Linde Air Products Co	
Little Rock Distributing Co	
Little Rock Furniture Mfg Co	
Little Rock Municipal Water Works	
Little Rock Paper Co	
Lloyd, J.T., Co	
Lyon, Frank, Co	
McOsker Gardner Co (Terminal Warehouse)	
Merico, Inc	
(118) Minnesota Mining & Mfg Co (3M Company)	
Monarch Mill & Lumber Co	
Moss Seed Co	
National Biscuit Co	
Niemeyer Feed Mills, Inc	
(22) Northwest Hardwoods	
Ozark Insulating Co, Inc	
Roach Paper Co	
Sears, Roebuck & Co	
Simmons Co	
Smith, A.O. - Inland Steel Co	
Southern Ice Co, Inc	
Southland Building Products Co	
Standard Ice Co	
Stebbins & Roberts	
Sterling Everest Co	
Tenenbaum, A. & Co	
Texas Co, The	
Thibault Milling Co	
Vogel's, Inc	
Wassell Bros	
Wei-Bilt Vulcan Co	
Western Paper Co	
Westinghouse Electric Corp	
Willis Johnson Co	
Winburn Tile Mfg Co	
Wrape, W.R., Stave Co	
STATION	
Livonia	LA
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
(103) All corporations, firms or individuals (DQ-3148)	

SUPPLEMENT 149 TO TARIFF MP 8170-C

LIST OF CORPORATIONS, FIRMS, INDIVIDUALS AND TEAM TRACK LOCATIONS FROM AND TO WHICH RECIPROCAL RATES APPLY	
▲ STATION	
North Little Rock	AR
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
Acme Agricultural Supply Co.....	
Ark. Wholesale Furniture Co.....	
Arkansas Fertilizer Co (Div Olin-Mathieson Chemical Corp).....	
Arkansas Highway Depot	
Arkansas State Warehouse	
Arkansas Supply Co	
Bogard Seed Co	
Bradbar Mfg Co	
Comfort, Inc	
Cooperative Mills, Inc	
Criss & Shaver, Inc	
D. A. Prepack, Inc	
Federal Compress & Warehouse Co (No 2).....	
Federal Compress & Warehouse Co (No 3).....	
Fell Vaughn Contractor	
Harford Co	
Hydro Conduit Corp	
Jeffrey Sand Co	
[107] Johnson Johnson Advanced Material	
Katterjohn Concrete Products Co	
Ketcher & Co	
Koppers Co	
Kroger Co., The	
Lion Oil Refining Co	
Loket Scrap Processors	
Mechanics Lumber Co	
Midsouth Partitions	
Monntaire Feeds & Vitamins Premixes	
Olin Corp	
[28] One Source Home Bldg. Center	
Rands, Inc	
[107] Personal Products	
Rasar-West Dist Co	
Southern Compress & Warehouse	
Southern Cotton Oil (Div of ADM).....	
[141] Southern Farmers Services	
Stauffer Chemical Co	
Tenenbaum, A., Co	
Wonderstate Industries	
[137] STATION	
Oakdale	LA
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
All corporations, firms CANCELLED. (DQ-3247)	
STATION	
Oklahoma City	OK
CORPORATION, FIRM, INDIVIDUAL OR TEAM TRACK LOCATION	
[28] A & A Warehouse	
[28] Acme Brick	
[28] Amis Kelly Co	
[28] American Mutual Co	
[28] American Timber Products	
[28] Anthony, C.R.	
[28] Apco Oil Co	
[28] Apollo Distribution Center	
[28] Arrow Bag Co	
[28] Await, J.P. Co	
[28] B & C Distributors	
[28] Big E Industries	
[28] Big Four Divisions	
[28] Butchers Southwest Recyclers	
[28] Cardinal Paper Co	
[28] [232] Carpenter Paper Co	
(Concluded on following page)	

SUPPLEMENT 149 TO TARIFF MP 8170-C

ITEM	SUBJECT	RULES AND REGULATIONS
[127] 210-A	Item Cancelled. (DQ 3211)	
[78] 225-A	CARS HELD AT CHICAGO HEIGHTS, IL AND ITS SWITCHING DISTRICT	On loaded cars or empty private cars ordered from points of loading or unloading, as the case may be, on connecting carriers at Chicago Heights, IL, and held awaiting final disposition orders, a switching charge of \$140.00 per car will be assessed for this service and accrues to the MP.
[103] 240-A	DEFINITION OF TERM RECIPROCAL, INTERMEDIATE, INTER- TERMINAL, INTRA- TERMINAL, INTRA-PLANT	Where the term "reciprocal, intermediate, inter-terminal, intra-terminal or intra-plant" is used herein, it is understood to mean: Reciprocal - A switching movement between a corporation, firm or individual located on tracks of the MP or DKS and the point on the MP or DKS at which car will be delivered to or received from a connecting line on traffic that originates at or is destined to a point beyond the switching limits of a station or industrial switching district via said connecting line moving on revenue billing. (See Exception 1.) Intermediate - A switching movement between a point on the MP at which a car will be received from a connecting line and a point on the MP at which a car will be delivered to a connecting line within the switching limits of a station or industrial switching district. Inter-terminal - A switching movement between a corporation, firm or individual located on tracks of the MP or DKS and the point on the MP or DKS at which car will be delivered to or received from a connecting line on traffic that originates at and is destined to a point within the switching limits of a station or industrial switching district. (See Exception 1) Intra-terminal - A switching movement (other than intra-plant) from one track to another, or between points on the same track, on the MP or DKS, within the switching limits of one station or industrial switching district. Intra-plant - A switching movement from one point to another point on the same track or from one track to another track, within the confines of the same plant or industry without leaving tracks of the industry. EXCEPTION 1. Where interchange is made through an intermediate carrier, the point at which car will be delivered or received is point of interchange with the intermediate carriers. Reference to and explanation of Exception 2 and 3 are hereby ELIMINATED - Tariff, as amended, applies. (DQ-3146)
[78] 260-B	GENERAL APPLI- CATION OF CHARGES	Reciprocal switching will only be performed to or from corporations, firms or individuals listed herein, subject to restrictive provisions published in connection therewith. Inter-terminal and intra-terminal switching as defined in Item 240, will not be performed as the beginning or ending of a line-haul transportation service. Except as specifically provided to the contrary, charges provided in this tariff cover the movement of a loaded car one way and the return of the empty car; or the placing of an empty car and the return of a loaded car. The switching charges will not apply from one station to another station. If cars are loaded in both directions, regular charge will apply on each movement. If an empty car is ordered for loading and the service of switching or placing it has been performed and the car is not loaded but returned to the MP empty, the charge for this service will be \$136.00 and will be collected from the person, firm or corporation ordering such car. Unless otherwise provided for, any other movement of empty cars the charge will be the same as applied to loaded cars.
[125] 325-G	NON-APPLICATION OF SWITCHING CHARGES AT SPECIFIC POINTS NAMED	(b) Rates published herein will not apply at Kansas City, MO-KS on Interstate traffic on Crushed Rock, Crushed Stone and/or Crushed Limestone, CL, on traffic destined stations in Kansas or Missouri to which through rates are provided in Tariff ICC SWFB 4319-series or Tariff ICC WTL 4337-series. Rates published herein will not apply on intrastate traffic on Crushed Rock, Crushed Stone and/or Crushed Limestone, CL, from Leeds, MO, on traffic destined to stations in Missouri to which through rates are provided in Tariff ICC SWFB 4319-series. (c) Intra-Terminal and Inter-Terminal Switching Charges published herein will not apply at Kansas City, MO-KS on commodities named in Tariff ICC WTL 8344-series. (d) The provisions of this tariff will not apply on freight moving wholly within the switching limits of Corpus Christi, TX, where charges for the service to be performed are published in Tariff ICC SWFB 8454-series. For charges and rules to apply, see Tariff ICC SWFB 8454-series. (e) The provisions of this tariff will not apply on freight moving wholly within the switching limits of Houston, TX, where charges for the service to be performed are published in Tariff ICC SWFB 8451-series. For charges and rules to apply, see Tariff ICC SWFB 8451-series. (f) For absorbed switching charges and absorption provisions on import, export and interstate traffic at Galveston and Texas City, TX, see Tariff ICC SWFB 9447-series. (g) This tariff will not apply on freight moving wholly within the switching limits of Beaumont, TX, where charges for the service to be performed are published in Tariff ICC SWFB 8453-series. (h) The switching charges as published in this tariff will apply except as provided in Paragraphs (d) through (g) or except as provided in connection with specific charges on Texas intrastate traffic in Tariff ICC SWFB 6401-series. Provisions formerly shown and not brought forward eliminated. (DQ-3212)