



ISSUED: OCTOBER 3, 2023
EFFECTIVE: NOVEMBER 1, 2023

NS 8002-A

*LOCAL AND JOINT FREIGHT TARIFF
PUBLISHING RULES AND CHARGES ON
ACCESSORIAL SERVICES AT STATIONS ON
NORFOLK SOUTHERN RAILWAY COMPANY*



650 West Peachtree St
Atlanta, GA 30308
www.nscorp.com

Contents

CANCELLATION NOTICE	5
PARTICIPATING CARRIERS.....	5
GENERAL RULES AND REGULATIONS UNLIMITED.....	6
ITEM 260 – DEFINITION OF HOLIDAYS	6
SECTION 1 - CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING AND REWEIGHING OF EMPTY AND LOADED CARS	6
ITEM 1000 - CERTIFICATION OF SCALES.....	6
ITEM 1010 - HOW WEIGHTS ARE TO BE ASCERTAINED	6
ITEM 1020 - WEIGHING AND REWEIGHING OF EMPTY AND LOADED CARS.....	6
ITEM 1030 - INFORMATION TO BE SHOWN ON SCALE WEIGHT CERTIFICATE AND SHIPPING DOCUMENTS.....	6
ITEM 1040 - WEIGHTS TO GOVERN AND TOLERANCE	7
ITEM 1050 - LOSS AND DAMAGE CLAIM TOLERANCE.....	7
ITEM 1060 - CHARGES FOR WEIGHING OR REWEIGHING.....	7
ITEM 1070 - TRANSPORTATION TO AND FROM SCALE AND CHARGES APPLICABLE THERETO	8
ITEM 1080 - WEIGHT AGREEMENTS	8
ITEM 1090 - FURNISHING WEIGHTS UNDER WEIGHT AGREEMENT	10
SECTION 2 - RULES AND CHARGES FOR DIVERSION.....	10
ITEM 2000 - DEFINITION OF THE TERM DIVERSION.....	10
ITEM 2010 - APPLICATION	10
ITEM 2020 - LINE-HAUL FREIGHT CHARGES.....	11
ITEM 2030 - TERMINAL SERVICES	11
ITEM 2040 - CHARGES FOR HOLDING CARS.....	11
ITEM 2050 - CHANGING A DIVERSION ORDER.....	12
ITEM 2060 – CANCELLED; SEE ITEM 2010.....	12
ITEM 2070 - DIVERSION CHARGES	12
SECTION 3 - RULES AND CHARGES FOR HANDLING RAIL CARS FROM AND TO REPAIR, STORAGE, DISMANTLING, OR CLEAN OUT FACILITIES.....	12
ITEM 3000 - HANDLING PRIVATE EQUIPMENT FROM AND TO REPAIR, STORAGE, OR CLEAN-OUT FACILITIES.....	12
ITEM 3010 - LINE-HAUL MOVEMENT OF EMPTY RAILROAD MARKED CARS OF OTHER THAN NS OWNER-SHIP	13
SECTION 4 - RULES, AND REGULATIONS AND CHARGES FOR THE MOVEMENT OF FREIGHT TRAINS. ALSO SPECIAL TRAIN AND SWITCHING MOVEMENTS AT TERMINALS.....	13
ITEM 4000 - APPLICATION OF SPECIAL TRAIN MOVEMENTS.....	13
ITEM 4010 - ADVANCE NOTIFICATION REQUIRED	14
ITEM 4020 - CHARGES FOR SPECIAL FREIGHT TRAIN	14
ITEM 4030 - IDLER CAR	14
ITEM 4040 - MILEAGES TO BE USED IN DETERMINING CHARGES	14
ITEM 4050 - SPECIAL TRAIN SERVICE AT TERMINALS	14
ITEM 4060 - ATTENDANTS ACCOMPANING FREIGHT SHIPMENTS	14
SECTION 5 - RULES AND CHARGES GOVERNING OVERLOADED CARS	14

ITEM 5000 - RULES GOVERNING OVERLOADED CARS	14
ITEM 5010 - FREIGHT CHARGES APPLICABLE ON LADING	15
ITEM 5020 - REMOVED FROM OVERLOADED CARS.....	15
ITEM 5030 - FREIGHT CHARGES APPLICABLE ON EXCESS LADING WHEN DELIVERED TO DESTINATION	15
ITEM 5040 - RULES GOVERNING IMPROPERLY LOADED CARS	15
SECTION 6 - RULES AND CHARGES FOR MISCELLANEOUS SERVICES	16
ITEM 6000 - RULES GOVERNING RECEIPT AND DELIVERY OF CARS OF FREIGHT ON, TO AND FROM PRIVATE TRACKS AND INDUSTRIAL TRACKS SERVED BY NS ALSO DELAY OF CARRIERS LOCOMOTIVES (See Note 4).....	16
APPLICATION OF RULES GOVERNING RECEIPT AND DELIVERY OF CARS OF FREIGHT	16
ITEM 6010 - RULES GOVERNING THE TESTING AND BILLING OF SCALE TESTS FOR INDUSTRY OWNED SCALES.....	18
ITEM 6020 - RESTRICTION GOVERNING LOADING OR UNLOADING OF HAZARDOUS OR DANGEROUS COMMODITIES ON PUBLIC DELIVERY OR TEAM TRACKS.....	19
ITEM 6025 - NON-COMPLIANT PRIVATELY-OWNED OR SHIPPER-SUPPLIED DOT OR TC SPECIFICATION TANK CARS	19
ITEM 6030 - CARS RELEASED FROM INDUSTRY OR TEAM TRACKS WITHOUT FINAL DESTINATION FORWARDING INSTRUCTIONS ...	19
ITEM 6040 - CHARGES FOR CARS REQUIRING SWITCHING-TURNING OF CARS TO PERMIT LOADING OR UNLOADING	20
ITEM 6050 - CHARGES FOR RETURN OF CARS ACCOUNT SHIPPER'S ERROR	20
ITEM 6060 - HANDLING OF CARS DIVERTED AT INTERCHANGE STATIONS.....	20
ITEM 6070 - INTERCHANGE ERROR MOVEMENTS.....	20
ITEM 6080 – SWITCHING-TURNING OF CARS TO PERMIT LOADING OR UNLOADING FOR CONNECTING LINES	22
ITEM 6090 - MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS.....	22
ITEM 6100 - ANNUAL MAINTENANCE CHARGE FOR COMMON TRACKS OPERATED BY NS WITHIN USX INDUSTRIAL PARK, FAIRLESS, PA.....	22
ITEM 6110 - BILLS OF LADING; RATE-ROUTE INACCURACIES	23
ITEM 6130 - BILLS OF LADING OR RECEIPTS FOR RETURN OF EMPTY CARS	23
ITEM 6140 - SHIPPING INSTRUCTIONS (BILL OF LADING INFORMATION)	23
ITEM 6145 - OPERATION OF DOCKS, PIERS OR WHARVES AT NORFOLK, VA.....	24
ITEM 6150 - PARTIAL PREPAYMENT OF FREIGHT CHARGES	24
ITEM 6160 - SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE STORAGE AND OTHER ACCESSORIAL CHARGES.....	24
ITEM 6170 - IMPACT TESTING.....	25
ITEM 6180 - EXERCISING CARS.....	25
ITEM 6190 - LOADING OR UNLOADING FREIGHT BY CRANES OR DERRICKS (EXCEPTIONS TO RULE 27, TARIFF UFC 6000 SERIES)....	26
ITEM 6200 - LOADING OR UNLOADING FREIGHT BY HAND CRANES (EXCEPTION OF RULES 27, TARIFF UFC 6000 SERIES)	26
ITEM 6210 - LOADING OR UNLOADING FREIGHT BY CRANES OR DERRICKS	26
ITEM 6220 - LOADING OR UNLOADING BY WRECKING CRANES OR DERRICKS	26
ITEM 6230 - RULES GOVERNING ADVANCE CHARGES	27
ITEM 6240 - APPLICATION OF RATES ON SHIPMENTS IN NS SUPPLIED AND CONTROLLED PRIVATE MARKED COVERED HOPPER EQUIPMENT	27
ITEM 6250 - STAKING, BLOCKING AND BRACING OR OTHERWISE SECURING FREIGHT - NOT TO APPLY ON COAL OR ON COKE (THE PRODUCT OF COAL)	27
ITEM 6260 - UNITED STATES GOVERNMENT SCALE TESTING OUTFIT	27

ITEM 6275 - LOCOMOTIVES MOVING DEAD-IN-TOW UNDER REVENUE	27
ITEM 6280 - HEATING OR THAWING, SUPERVISION OF	28
ITEM 6290 - HEATED REFRIGERATOR CARS IN CANADA.....	28
ITEM 6300 - SHIPPER’S INSTRUCTIONS ON HEATED REFRIGERATOR CARS IN CANADA.....	29
ITEM 6310 - DEFINITION OF STANDARD HEATING ON REFRIDGERATOR CARS IN CANADA.....	29
ITEM 6320 - DEFINITION OF STANDARD VENTILATION ON REFRIGERATOR CARS IN CANADA	29
ITEM 6330 - PERFORMANCE OF SERVICE ON HEATED REFRIGERATOR CARS IN CANADA	30
ITEM 6340 - CHARGES FOR DETENTION OF HEATERS ON HEATED REFRIGERATOR CARS IN CANADA	30
ITEM 6350 - SERVICE DURING DETENTION ON HEATED REFRIGERATOR CARS IN CANADA.....	31
ITEM 6360 - APPLICATION OF RATES ON MOTOR VEHICLES IN ENCLOSED BI-LEVEL, TRI-LEVEL, AND UNI-LEVEL CARS	31
ITEM 6380 - LOADING OF IMPORTED MOTOR VEHICLES TO MULTI-LEVEL RAILROAD CARS AT PORT OF NEW YORK/NEW JERSEY..	31
ITEM 6390 - UNLOADING OF MOTOR VEHICLES FROM MULTI-LEVEL RAILROAD CARS AT NEWARK, NJ OR PORT NEWARK, NJ	32
ITEM 6415 - STORAGE CHARGES ON MOTOR VEHICLES.....	32
ITEM 6460 - HANDLING OF BULK CARLOADS OF CEMENT, CALCIUM CHLORIDE, SALT, COMMON (SODIUM CHLORIDE), ROCK SALT (SODIUM CHLORIDE), SODIUM (SODA) ASH, SILICATE OF SODA AND CALCIUM CARBONATE ON PUBLIC UNLOADING TRESTLE AT KEARNY, NJ.....	34
ITEM 6470 - POTASH MOVING ON TRAINLOAD RATES TO DELPHI, IN	34
ITEM 6480 - HOLDING OF CARS CONTAINING POTASH AT ENOLA, PA AND HARRINGTON, DE	34
ITEM 6490 - HOLDING OF CARS CONTAINING POTASH AT LANCASTER, PA	35
ITEM 6500 - UNLOADING AND RELEASE OF CARRIER-SUPPLIED EQUIPMENT	35
ITEM 6515 - CARS FOUND TO BE LEAKING HAZARDOUS MATERIALS.....	35
ITEM 6517 - CARS FOUND TO BE LEAKING NON-HAZARDOUS MATERIALS.....	35
ITEM 6520 - CHARGES FOR THE RETURN OF SHIPPING DEVICES.....	36
ITEM 6525 - HOLDING CARS FOR CUSTOMS.....	36
ITEM 6530 - NS EQUIPMENT ORDERED	36
ITEM 6540 - RELEASE OF CARRIER-SUPPLIED EQUIPMENT AT ORIGIN OR DESTINATION	36
ITEM 6545 - NOTIFICATION OF ORDER/RELEASE INSTRUCTIONS.....	36
ITEM 6550 - CHARGES ON EMPTY CARS ORDERED AND NOT USED.....	36
ITEM 6560 – TENDERING PRIVATE RAILCARS WITHOUT OT-57 APPROVAL	37
ABBREVIATIONS / REFERENCE MARKS.....	38
ITEM 8000 - EXPLANATION OF ABBREVIATIONS.....	38
SUMMARY OF REVISIONS	39

GENERAL RULES AND REGULATIONS UNLIMITED

ITEM 260 – DEFINITION OF HOLIDAYS

The term “holiday” means:

New Years’ Day	Presidents Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day	

In the event that any one of the above holidays occurs on a Sunday, the following Monday will be considered a holiday.

SECTION 1 - CHARGES, RULES AND REGULATIONS GOVERNING WEIGHING AND REWEIGHING OF EMPTY AND LOADED CARS

ITEM 1000 - CERTIFICATION OF SCALES

When weights obtained on railroad or private scales are used for the assessment of freight charges, such scales must conform to the requirements of the Association of American Railroad’s Scale Handbook, or any reissues thereof.

ITEM 1010 - HOW WEIGHTS ARE TO BE ASCERTAINED

- (A) When scale weights are used for the assessment of freight charges, weighing must be done by or under the supervision of the carrier or their representative or under weight agreements. When weights are required for the assessment of freight charges and the carrier does not weigh the car, estimated or minimum weights will be used to rate the shipment in the following order:
 - (1) If the rate authority applies on a single minimum weight, that minimum weight will be used.
 - (2) If the rate authority contains no minimum weight or multiple minimum weights, the average historical weight based on commodity and specific car type capacity will be used.
 - (3) If neither 1 nor 2 apply, 95% of the specific car type capacity will be used.
- (B) Cars may be weighed at rest:
 - (1) When uncoupled and free at both ends.
 - (2) When coupled at one end and free at the other end, only at points where the scale rails are level for distance of 50 feet.
- (C) Cars may be weighed in motion, coupled or uncoupled, only upon a weighing system designed for weighing in this manner.
- (D) Cars loaded with long material extending from one car to another may be weighed coupled at rest. They may also be weighed coupled in motion on scales of sufficient length to properly weigh together cars so coupled.
- (E) When the actual tare of a car has been ascertained immediately before loading, it shall be used in lieu of the marked tare, except as provided in Paragraph (F) of this item.
- (F) If a loaded car upon arrival at destination is weighed and the actual tare is ascertained after the entire lading of the car has been removed, including all packing and the debris resulting from that lading, it shall be used in lieu of the marked tare. If the car is reloaded by the consignee, actual tare obtained in like manner may be used.
- (G) The tare weight from the Universal Machine Language Equipment Register (UMLER) should be used to arrive at the net weight of the load, except as provided in (E) and (F) of this item.

ITEM 1020 - WEIGHING AND REWEIGHING OF EMPTY AND LOADED CARS

Weighing or reweighing of empty or loaded cars will be performed when requested, where scales are available in the normal route of movement and if practicable without delay of shipment or disruption of normal operations. Any applicable charges will be assessed against the party requesting the weight.

ITEM 1030 - INFORMATION TO BE SHOWN ON SCALE WEIGHT CERTIFICATE AND SHIPPING DOCUMENTS

- (A) A record shall be kept on the scale weight certificate showing the gross, tare, and net weight and the date and time of weighing.
- (B) All shipping documents must show the station at which a car is weighed and the gross weight, tare weight and net weight. If actual tare weight is used it must be so noted on the shipping document; in the absence of actual tare weight the tare weight from the Universal Machine Language Equipment Register (UMLER) will be used to determine net weight. The method of ascertaining the weight should also be specified as railroad scale, tariff, or agreement weight. When weights are obtained for

billing purposes under weight agreements, which do not provide for use of the gross and tare weights, the gross and tare weights need not be shown.

ITEM 1040 - WEIGHTS TO GOVERN AND TOLERANCE

DEFINITION OF TOLERANCE - The difference in weights due to variation in scales or weighing which may be permitted without correction of the billed weight.

- (A) Where carload freight, which by the inherent nature of the commodity, is subject to a change in weight, the billed weight will not be changed unless an obvious error is discovered. Each such case will be reviewed and dealt with based on its own individual merits.
- (B) Where carload freight, the weight of which is not subject to change due to inherent nature, or empty cars are check-weighed or reweighed en route or at destination, no correction will be made in the billed weight unless the difference between the original net weight and the net weight obtained by reweighing exceeds plus or minus one percent (1%) of the original billed weight. (See exception). In such cases, the original billed weight will be changed. If carload freight or empty cars are check-weighed or reweighed and the difference in weights exceeds the tolerance provided in this item, the carrier if practicable and at its option may weigh the car a third time. If the third weighing confirms the original weight within the tolerance, no change in the original bill weight shall be made. Where the original weight cannot be applied as above, the lower of the second or third weight shall be used for rating the shipment.
- (C) Tolerances in this item do not apply to empty cars unless entire previous lading and all packing debris or residue resulting from previous lading or ladings has been removed before empty car is weighed.
- (D) The provision of this item will not apply in connection with shipments moving under applicable weight agreements. (See Item 1090).

EXCEPTION:

The tolerance for coal, coke and iron ore will be one and one half percent (1-1/2%).

ITEM 1050 - LOSS AND DAMAGE CLAIM TOLERANCE

Application of this item:

The provisions of this item are applicable only to claims pertaining to loss or damage to Scrap Iron or Steel, STCC 40 211 (X).

Definition of Tolerance:

- Tolerance shall be the greater of the following:
- Two percent (2%) of the origin weight or
- 500 pounds per carload.

Application of Tolerance:

In computing the amount of loss or damage for which the carrier is responsible, the tolerance shall be deducted from the difference between the origin weight and the destination weight of the lading.

Claim filing procedure:

Claims for loss or damage shall be filed in accordance with the standard freight bill of lading terms and conditions and submitted via **AccessNS**.

Manager Freight Claim Settlement
1200 Peachtree Street, NE 156
Atlanta, GA 30309

ITEM 1060 - CHARGES FOR WEIGHING OR REWEIGHING

- (A) When weights are required for the assessments of freight charges, no charge will be made by the carrier for such weighing service and weights (gross, tare, and net) used for billing purposes will be furnished without charge, to parties named on the billing instructions.
- (B) Shipments rated per car, per mile or any measure not requiring weights will not be weighed by NS free of charge. When a car is weighed or reweighed at the request of the consignor, consignee, or another carrier in the route of movement, the service will be performed if practicable and at the discretion of the carrier. Weight information will be provided to the party requesting the

weight through the automated shipment tracking applications on Norfolk Southern’s website or by contacting the Operations and Service Support at (800) 635-5768. Charges will be in accordance with conditions named below, subject to the rules and carload minimum weights prescribed in the price authority. In the event that the authority for the line haul charge is contained in a private or confidential document (contract, quotation, or any other non-public document), it will be the responsibility of the party requesting the weight to determine from the payer of freight charges if the shipment is moving under a per car, or other charge which does not require weights for the assessment of freight charges.

- (C) When a shipper or consignee requests the weighing or reweighing of an empty car, such service will be performed and charges will be in accordance with provisions of this tariff whether or not such weighing or reweighing discloses error in the tare weight.
- (D) No charge will be made for the weighing of cars in motion on private track scales located on private tracks of the same ownership, subject to the following conditions:
 - (a) Cars must remain coupled while weighing is being accomplished.
 - (b) Weighing must be accomplished at normal freight train speeds for the track on which the track scales are located.
 - (c) No additional service will be rendered by the carrier, and the weighing which occurs must be purely incidental to the normal placement of loaded cars or removal of empty cars in the performance of simple switching services deemed to be part of a line-haul service or in the performance of simple switching services specifically authorized in switching tariffs.
 - (d) Carrier will not accept instructions to weigh cars, specifically by car number or otherwise, and carrier will not maintain records of cars weighed. When request is made to weigh a car or cars, charges otherwise provided herein for the weighing of cars at rest will be applicable.
- (E) When the lading has been transferred en route due to an accident, or where for other reasons, there is evidence of loss in transit attributable to the carrier, the carriers will, when practicable, reweigh the car without charge.
- (F) When request is made by consignor, consignee, or another carrier in the route of movement, for the reweighing of any car, such reweighing shall be done, whenever practicable and at the carrier’s discretion. Charges will be assessed against the party requesting the weight, unless such weighing discloses an error in the billed weight, subject to the provisions of Item 1040.
- (G) When a car is weighed or reweighed either empty or loaded, a charge as shown herein, will be made each time car is weighed: (except as provided in Paragraphs (A) and (D) of this item).

Charges:

On private scales located at the industry.....	\$350.00 per car
When request is made at time of billing, charges will be billed to the party requesting the weight.....	\$350.00 per car
When request is made subsequent to billing, or by a party other than the shipper, charges will be billed to the party requesting the weight.....	\$350.00 per car
For all other weighing or reweighing.....	\$350.00 per car

- (H) Request for historical weights (cars that have reached destination and have been placed) will be processed by Operations and Service Support at 800-635-5768. A charge of **\$100.00** per car will be charged for all inquiries.

ITEM 1070 - TRANSPORTATION TO AND FROM SCALE AND CHARGES APPLICABLE THERETO

The charges named in Item 1060 of this tariff include only the service of weighing in the normal route of movement in normal carrier operations. Charges for any additional switching or line haul movement to secure weights requested by consignor, consignee, or another carrier in the route of movement will be in addition to the charges in Item 1060 and will be billed to the party requesting the weight.

ITEM 1080 - WEIGHT AGREEMENTS

- (A) When consignor's or consignee's weights, as the case may be, of property are accepted and applied by the carriers under- weight agreements, properly supervised, such weights should be designated in the prescribed manner on waybills, shipping tickets, bills of lading, or weight certificates (See Item 1060), Paragraph (B), and the property will not be reweighed, except as provided in Item 1060. Proper supervision means checking of the records of the consignor's or consignee's, as the case may be, by the authorized representative of the carrier to verify the weights and descriptions furnished, and the weighing of a sufficient number of cars for verifications.
- (B) When investigation, through examination of the consignor's or consignee's records, as the case may be, or by reweighing discloses error in weights of description shown on original billing, the charges will be adjusted to the proper basis, and notice of such change shall in all cases be transmitted to the interested carriers or their representatives.

- (C) Forms of weight agreement suitable to the character of the business tendered for transportation shall embrace the following general principles. The agreements shall be in writing and provide that:
- (1) The consignor or consignee, as the case may be, shall report and certify correct gross weights (except where estimated weights are provided in tariff or classifications), bills of lading or weight certificates and correct gross, tare and net weights when obtained on track scales, where such weights are used for billing purposes.
 - (2) The consignor or consignee, as the case may be, shall allow the authorized representative of the carrier to inspect the original weight sheets, books, invoices and records necessary to verify the weights and description of the commodities certified in the shipping tickets, bills of lading or weight certificate.
 - (3) The consignor or consignee, as the case may be, shall promptly pay to the authorized representative of the carrier, bill of all undercharges, resulting from the certification of incorrect weights or improper description.
 - (4) When weights of uniform or standard weight articles are based upon averages, the consignor or consignee, as the case may be, shall give prompt notice to the authorized representative of the carrier when any change is made in the package material used which will affect the weight arrived at by use of the average.
 - (5) The consignor or consignee, as the case may be, shall keep in good weighing condition any and all scales used in determining weights and have track scales tested, maintained and operated in accordance with the Track Scale Specifications and Rules approved by The Association of American Railroads and shall allow the authorized representative of the carrier to inspect and test them.
 - (6) The agreement may be cancelled by ten days' notice in writing to either party.
 - (7) All shipments made under the agreement will be subject to rates and charges prescribed by Classification, tariffs or rules of the carrier interested.

FORM OF WEIGHT AGREEMENT

Weight Agreement No. _____ 20 _____

This AGREEMENT, entered into, by and between the Merchants Despatch Transportation Corp., for and in behalf of the Carriers for which the Merchants Despatch Transportation Corp. is duly authorized to execute this Agreement, and _____ of _____ (Town) _____ (State) _____

WITNESSETH: That, in consideration of the carriers, clients of the Merchants Despatch Transportation Corp., accepting the weights and descriptions as certified on shipping orders, bills of lading or weight certificates for commodities herein specified as the basis for assessing freight charges, it is hereby agreed:

- (1) The consignor or consignee, as the case may be, shall report and certify to the carrier correct gross weights and correct descriptions of commodities on shipping orders, bills of lading or weight certificates, by placing thereon imprint of certification stamp providing for certification by the carriers, clients of the Merchants Despatch Transportation Corp. When such weights are obtained on track scales, the correct gross, tare and net weights shall be given.*
- (2) When weights of uniform or standard weight articles are based upon averages, the consignor or consignee, as the case may be, shall give prompt notice to the authorized representative of the carrier when any change is made which will affect the weight arrived at by use of the average, including any change made in package or material used.*
- (3) The consignor or consignee, as the case may be, shall keep in good weighing condition all scales used in determining weights and have track scales tested, maintained and operated in accordance with the Track Scale Specifications and Rules approved by the Association of American Railroads and shall also allow the authorized representative of the carrier to inspect and test them.*
- (4) The consignor or consignee, as the case may be, shall keep his records in such a manner as will permit a correct and complete check, and shall allow the authorized representative of the carrier to inspect the true and original weight sheets, books, invoices and records necessary to verify the*

weights and descriptions of the commodities certified in the shipping orders, bills of lading or weight certificates.

- (5) *The consignor or consignee, as the case may be, shall promptly pay the authorized representative of the carrier, bills of all undercharges from original point of shipment to final destination, resulting from certification of incorrect weights or improper description, whether shipment is sold f.o.b. at point of shipment or elsewhere. Overcharges developed from check of consignor's or consignee's records, as the case may be, will be promptly certified by the authorized representative of the carrier in writing for proper adjustment.*
- (6) *Shipments made under this agreement will be subject to rate, charges, minimum and estimated weights prescribed by classifications, exceptions thereto, tariffs or rules of the carriers interested.*
- (7) *This agreement may be cancelled by ten days' notice in writing to either party; it being understood that the consignor or consignee, as the case may be, shall permit check of business and pay undercharges on all shipments made prior to cancellation.*

This agreement applies on _____

ITEM 1090 - FURNISHING WEIGHTS UNDER WEIGHT AGREEMENT

- (A) When a shipment requires ascertainment of weight at destination by reason of consignee's weight agreement, consignee must furnish weight to the destination road-haul carrier by midnight on the second day following the day that the car which contained the shipment is released from demurrage.
- (B) In the event that weight is not furnished in accordance with Paragraph (A) above, a charge of **\$33.00** per car per day or fraction thereof, commencing with midnight on the second day following the day that the car which contained the shipment is released from demurrage, will be assessed by the destination road-haul carrier against the consignee until such weight is furnished.
- (C) Weights must be furnished by consignee to authorized railroad personnel in writing or by telephone confirmed in writing. If by U.S. Mail postmark will govern.
- (D) Where origin or destination weight agreements govern the assessment of freight charges, weights determined by the rail carrier are privileged information. Weights will be furnished upon request to consignor, consignee or party entitled to receive same.

SECTION 2 - RULES AND CHARGES FOR DIVERSION

(Except on Coal and Coke, for Rules and Charges see Freight Tariff NS 9037-series)

ITEM 2000 - DEFINITION OF THE TERM DIVERSION

(See Note)

The term "diversion" can be used interchangeably with "reconsignment" and means any request received by NS that requires a change in the bill of lading, waybill, service order, or other shipping documents applicable to loaded or empty cars where NS has received an active waybill and is in the route.

Note: Does not apply to origin turnovers; origin turnovers subject to NS 6004 Items 600, 1000 and 1100. Does not apply to TOFC or COFC shipments, Coal shipments moving in unit trains, or hazardous material commodities subject to 49 C.F.R. 172.820 (a).

ITEM 2010 - APPLICATION

- (A) Orders for diversions will only be accepted from:
1. The freight payer or its authorized representative/agent.
 2. The consignee, if issuing instructions for delivery to an NS served or open industry within the switch limits of the billed destination of record at the time of the diversion request.
 3. The lessee or owner of private empty equipment (UMLER is the only reference file from which ownership or lease information will be accepted).

- (B) When a diversion order is received, the trip plan for the original billed destination will be compared to the trip plan if the car had originally been billed with the change requested in the diversion order. The diversion order will be accepted if the car has not yet arrived at the last common location at which a connection would have been made under both trip plans. If there are no common locations at which connections would have been made under both trip plans, the diversion order will not be accepted.
- (C) After a loaded car has been classified for its billed destination yard, or reached its billed destination yard on NS, only orders for a change in instructions for delivery to an NS served or open industry within the switch limits of the billed destination yard will be accepted. Such orders will be accepted only if the car has not yet been placed/interchanged or classified for delivery to the consignee, switching railroad, handling line, or connecting carrier. Diversion orders will not be accepted for an empty car that has been classified for its billed destination yard, or reached its billed destination yard on NS.
- (D) In the event that the diversion cannot be accomplished the party requesting the diversion will be advised.
- (E) NS will not assume any responsibility for effecting a diversion after a car has been interchanged to a connecting railroad, whether for a line-haul movement to another railroad or delivery by a handling line or switch carrier.
- (F) NS will not be responsible for executing a diversion order on a specified day or time of day.
- (G) Diversion orders must be placed via Norfolk Southern's web based diversion application, prior to execution of the diversion.
- (H) All changes in connection with the diversion, including any applicable hold and/or demurrage charges must be paid or guaranteed to the satisfaction of NS before the car is diverted.

ITEM 2020 - LINE-HAUL FREIGHT CHARGES

- (A) The through rate (local, joint or combination rates) will be that applicable from origin to destination, via the diversion station, on the date that shipment is originally billed.
- (B) NS assumes no responsibility that the lowest through rate, from origin of the shipment to the diverted destination, can be protected via the diversion station.

ITEM 2030 - TERMINAL SERVICES

NS will not be responsible for any charges accruing on cars delivered to connecting railroads, other than the absorption of reciprocal or intermediate switching charges that are authorized by NS switching absorption provisions.

ITEM 2040 - CHARGES FOR HOLDING CARS

Note: Does not apply to origin turnovers. Origin turnovers subject to NS 6004 Items 600, 1000 and 1100.

- (A) Orders to hold cars will only be accepted from:
 1. The freight payer or its authorized representative/agent.
 2. Consignee, if issuing instructions for delivery to an NS served or open industry within the switch limits of the billed destination of record at the time of the diversion request.
 3. Lessee or owner of private empty equipment (UMLER is the only reference file from which ownership or lease information will be accepted).
- (B) Orders to hold cars will be accepted only if the car is in NS' possession and has not yet been placed/interchanged or classified for delivery to the consignee, switching railroad, or connecting carrier.
- (C) Car will be held at a location of NS choosing, convenient to normal operations so as not to impact normal handling of the car or other shipments. Notice of arrival will be given to the party on whose order the car is held when the car reaches the holding station.
- (D) Cars held will be SUBJECT TO DIVERSION CHARGE NO. 2 and this charge will be billed at the time notice to hold the car is accepted by NS. The charge is not refundable in the event that the car is diverted, rebilled, or released prior to arrival at the location.
- (E) Cars held will be subject to a storage charge of **\$60.00** per car per day (or fraction thereof), applicable from the time of arrival at the hold location until diverted, rebilled, or released.
- (F) If the car is ordered to the original billed destination or diverted to another destination following the initial holding of the car, it will be SUBJECT TO DIVERSION CHARGE NO. 1 "CHANGE IN DESTINATION". This charge will be billed at the time notice to hold the car is received by NS and is not refundable in the event the car is not physically held.
- (G) The following will apply if additional movement of the car is required at the station where the car is held:
 1. If the car is ordered to be moved to another location at the hold station, it will be subject to local switching charges.
 2. Any additional orders for movement of the car at the hold station will be subject to the local switching charges for each ordered movement of the car.
 3. If the car is ordered to the original billed destination or diverted to another destination after either of the preceding additional movements (1. or 2.) it will be SUBJECT TO DIVERSION CHARGE NO. 1 "CHANGE IN DESTINATION".

ITEM 2050 - CHANGING A DIVERSION ORDER

- (A) Requests to change or cancel a previous diversion order will be handled as a new diversion order and subject to the provisions and charges as applicable to a new diversion order.

ITEM 2060 – CANCELLED; SEE ITEM 2010

ITEM 2070 - DIVERSION CHARGES

- (A) When the applicable diversion provisions have been met and the line-haul transportation price authorizes diversions, the following diversion charges will apply and will be assessed against the party requesting the diversion. (See Note 1) Changes to the original shipping documents will not be permitted after arrival of the car at actual destination of the destination serving yard.

(1) "CHARGE NO. 1"

There is no charge for changes in destination or route when submitted via Norfolk Southern's web based diversion application. There is no charge for changes in consignee if the change is submitted via Norfolk Southern's web based diversion application prior to arrival of the car at actual destination or the destination serving yard. If a change in consignee is submitted electronically subsequent to arrival of the car at actual destination or the destination serving yard, the charge will be **\$198.00** per car. (See Note 2)

(2) "CHARGE NO. 2"

Holding - **\$198.00** per car.

Note 1 - Any accrued demurrage charge or applicable diversion charge will be billed to the payer of freight charges unless, at the time of the change, the party requesting the diversion authorizes transfer of the accrued demurrage charges or applicable diversion charge to the new consignee. In the event that the demurrage charges are declined, the charges will be billed to the party authorizing the diversion.

Note 2 - A change in consignee will be accepted only if the car has not yet been placed/interchanged or classified for delivery to the consignee, switching railroad, or connecting carrier.

- (B) If a single diversion order, given at one time contains a request for more than one change in the billing/shipping document, only one charge will be assessed, which will be for the change bearing the highest charge.

SECTION 3 - RULES AND CHARGES FOR HANDLING RAIL CARS FROM AND TO REPAIR, STORAGE, DISMANTLING, OR CLEAN OUT FACILITIES

ITEM 3000 - HANDLING PRIVATE EQUIPMENT FROM AND TO REPAIR, STORAGE, OR CLEAN-OUT FACILITIES

(See Exception)

- A. NS will assess a round trip handling charge of **\$350.00** when private equipment, including tank cars are moved between an NS classification yard, or interchange track and repair, storage or clean out facilities within the same switching district. This charge will be billed when the car is delivered to the repair or storage facility. This charge will always apply on empty tank cars; unless NS receives line haul revenue to or from the repair or storage location.
- B. Empty cars moving on own wheels will be subject to charges published in NSRQ 4900-Series when:
1. Cars are new or have been restenciled with new initials and initials and/or numbers
 2. Cars are not listed in UMLER
 3. Cars are moving for scrapping or sale
 4. Private equipment, other than tank cars, moving from an NS origin, classification yard, or interchange track to (i) a repair, storage or clean out facility located outside of the switching limits of the car's then-current location or (ii) a repair, storage or cleanout facility on another carrier will be transported at mileage rates published in NSRQ 4900-Series. Once ready for revenue service, the car will move free out of the repair, storage or clean out facility located on NS' system to a location on NS' system, or an interline interchange track. Except as provided in the preceding sentence, a subsequent move or moves from the initial

movement into the repair, storage or clean out facility to another repair, storage or clean out facility will be subject to mileage rates published in NSRQ 4900-Series.

- C. Private equipment, other than tank cars, moving from an NS origin, classification yard, or interchange track to a repair, storage or clean out facility located outside of the switching limits of the origin station, NS classification yard, or interchange track, will be transported at mileage rates published in NSRQ 4900-Series. Once ready for revenue service, the car will move free out of the repair, storage or clean out facility to a location on NS' system, or an interline interchange track. Except as provided in the preceding sentence, a subsequent move or moves from the initial movement into the repair, storage or clean out facility to another repair, storage or clean out facility will be subject to mileage rates published in NSRQ 4900-Series.
- D. In absence of advance written instructions requesting otherwise, handling charge and mileage rates subject to the rules in tariff NSRQ 4900-Series will be assessed against the car owner. Holding/Storage charges will be assessed against the repair facility as stipulated in Freight Tariff NS 6004-Series.
- E. Refer to RIC 6007-Series for additional guidance applicable to this section.

Exception:

Handling charge will not be assessed on cars of TTX Company ownership, or on multi-level cars.

ITEM 3010 - LINE-HAUL MOVEMENT OF EMPTY RAILROAD MARKED CARS OF OTHER THAN NS OWNERSHIP

The following line-haul movements of empty railroad marked cars of other than NS ownership on NS are chargeable subject to the rates and provisions of NSRQ 4900-Series:

- A. New cars prior to first loaded move
- B. Restenciled cars prior to first loaded move
- C. Cars shipped for dismantling
- D. Cars moving to shop, except:
 - a. When obligated by the provisions outlined in OT 16
- E. Cars moving out of shop, except:
 - a. When obligated by the provisions outlined in OT 16
- F. Cars moving outside car service obligation at the request of the owner

All other empty line-haul movements of railroad marked cars will move subject to applicable industry car service rules, OT circulars and pooling arrangements.

SECTION 4 - RULES, AND REGULATIONS AND CHARGES FOR THE MOVEMENT OF FREIGHT TRAINS. ALSO SPECIAL TRAIN AND SWITCHING MOVEMENTS AT TERMINALS.

ITEM 4000 - APPLICATION OF SPECIAL TRAIN MOVEMENTS

When dedicated special freight train service is requested by shipper or consignee or required because of excessive dimensions, excessive weight, high center of gravity or any other condition not permitting normal train operation, NS will perform special train movements:

Between Stations on NS, or Between Stations on NS and junctions with connecting lines, or From Stations on NS to stations on connecting carriers party to this tariff.

The special freight train charges shown in item 4020 will be made for this service and will be in addition to the regular freight charges applicable to ordinary freight train movements.

The right is reserved to fill out such trains with additional cars at the option of this company.

ITEM 4010 - ADVANCE NOTIFICATION REQUIRED

Special freight train movements will only be arranged upon reasonable notice to this company and when special motive power and crews are available without serious detriment to its other service and the right is reserved to fill out such trains with additional cars at option of this company.

ITEM 4020 - CHARGES FOR SPECIAL FREIGHT TRAIN

The charge for special freight train service will be based on the rate of **\$105.00** per train mile or fraction thereof, via route of movement, subject to minimum of 110 miles, which will be in addition to all other charges associated with the shipment.

Provisions of this tariff will not apply on special freight train movement of circus property, outfits, trains or cars when handled under special prices or contracts.

ITEM 4030 - IDLER CAR

When special train movements include idler cars which are required for any reason, an additional charge of **\$1,200.00** will be assessed for each such idler car.

ITEM 4040 - MILEAGES TO BE USED IN DETERMINING CHARGES

Refer to NS miles to determine mileages. Mileage will be computed on the basis of actual distance via the route of movement.

ITEM 4050 - SPECIAL TRAIN SERVICE AT TERMINALS

When special movements at terminal points are required because of excessive dimension excessive weight, high center of gravity or other conditions not permitting normal operations a charge will be made, in addition to the regular freight or switching rates, a charge of **\$2,500.00** will apply when the time consumed is eight (8) consecutive hours or less for the time required to make the movement, and return the engine and crew to the starting point, any time required in excess of eight (8) consecutive hours will be charged for the basis of **\$300.00** per hour or fraction thereof.

ITEM 4060 - ATTENDANTS ACCOMPANYING FREIGHT SHIPMENTS

If NS is unable to provide sufficient space to accommodate attendants accompanying freight shipments in cab of a locomotive in special train service and NS finds it necessary to provide a caboose to accommodate said attendants, or if attendants furnish their own caboose, the following charges will apply for caboose:

CHARGES FOR CABOOSE

\$2.00 per mile, minimum charge of **\$1,500.00** per caboose

CHARGES FOR ATTENDANTS ACCOMPANYING SHIPMENTS

\$1.00 per actual rail mile traveled, minimum charge of **\$600.00** per attendant.

Mileage to be computed by use of NS miles.

SECTION 5 - RULES AND CHARGES GOVERNING OVERLOADED CARS

ITEM 5000 - RULES GOVERNING OVERLOADED CARS

(Not applicable on cars loaded with Coal, Coke or Iron Ore)

A car for which either the net weight is in excess of the car's load limit or the gross weight is in excess of the track weight limit at any point along the route of movement is defined as an overloaded car; this includes overloaded cars attributable to weather conditions.

- A. NS may elect to stop en route: 1) an overloaded car or 2) trainload shipment that includes one or more overloaded cars and hold the individual car or entire train on a track or tracks where partial unloading may be accomplished. It will be the responsibility of the consignor or owner of the shipment to partially unload the car at its expense. Removal of lading must be sufficient to eliminate the overload condition as defined above. NS will not furnish any personnel, equipment or machinery that may be necessary to partially unload the overloaded car.

- B. If an overloaded car is stopped en route for partial unloading, charges for each such car determined by NS to have been overloaded by more than 1% Umler capacity will be assessed. Charges for each such car identified under paragraph A above will be assessed as follows.

Charges for each such car identified under paragraphs A. or B. above will be assessed as follows:

1. **\$4,000.00** per non-hazardous material car.
 2. **\$10,000.00** per hazardous material car.
 3. All penalties will be doubled after the shipper's 3rd overloaded railcar shipped in a calendar year, and shipper may be subject to embargo.
 4. Subject to \$250 per day demurrage and/or storage from the date Norfolk Southern provides notification that the car is available for adjustment.
- C. Where an overloaded condition is due, in part, to weather (rain, snow, ice, etc.), applicable railroad charges (including but not limited to demurrage, storage, switching, and reweighing) will be waived if:
1. The consignor or owner of the shipment provides a certified weight certificate showing the weight of the shipment was below the stenciled load limit of the car and such certificate is provided within 24 hours of notification of overload (excluding Saturdays, Sundays, and Holidays); and
 2. The consignor or owner of the shipment partially unloads the car or otherwise eliminates the overload condition at its expense within five days.

Absent the timely presentation of such a certified weight certificate all railroad charges shall apply. If the overload condition is not remedied by the consignor or owner of the shipment within the five days, all applicable railroad charges shall apply and will be assessed after the end of the fifth day; railroad charges that would have been assessed during the five days shall not apply and will not be assessed. NS will not furnish any personnel, equipment or machinery that may be necessary to partially unload or otherwise remedy the overloaded rail car.

ITEM 5010 - FREIGHT CHARGES APPLICABLE ON LADING

A. WHEN FORWARDED TO ORIGINAL DESTINATION

When a car is loaded beyond its maximum carrying capacity, the lading will, when practicable, be transferred to a car of sufficient capacity. When a car of sufficient capacity is not available or if car is loaded beyond track weight limitation, so much of the lading as may be necessary to reduce lading weight below the weight restrictions of the car and/or weight restriction on rail will be transferred to another car, the entire shipment to be charged at actual weight and carload rate from point of origin to destination.

ITEM 5020 - REMOVED FROM OVERLOADED CARS

A. WHEN DISPOSED OF AT POINT OF UNLOADING.

When the excess from an overloaded car(s) is disposed of at point of unloading, freight charges on the excess tonnage will be based on the applicable carload rate and actual weight from original point of origin to unloading point or original destination, whichever results in the lower freight charges.

ITEM 5030 - FREIGHT CHARGES APPLICABLE ON EXCESS LADING WHEN DELIVERED TO DESTINATION

When an overloaded car has been delivered through to destination without being stopped en route for partial unloading, the shipper will be assessed \$1,500 per shipment for excess freight.

ITEM 5040 - RULES GOVERNING IMPROPERLY LOADED CARS

Unless special loading, bracing, and blocking for a particular shipment is approved in advance and in writing by an authorized NS official, it is the duty of the consignor or owner of the shipment (the "Shipper") to ensure that its shipment complies with all applicable Association of American Railroads rules, circulars, pamphlets and/or general information series publications and with all applicable NS loading pamphlets, diagrams, manuals, publications, and/or procedures (collectively, the "Loading Requirements"). NS cannot and does not routinely inspect shipments to determine compliance with these Loading Rules considering the various requirements peculiar to each respective shipment needed to secure compliance with the Loading Rules. Where NS does inspect a shipment, NS does so in general terms and NS takes no responsibility for hidden or latent non-compliance with the Loading Requirements or patent non-compliance with the Loading Requirements which because of the unique characteristics of the shipment are not readily recognizable except to a person expert to the particular shipment. NS has the right to inspect, weigh and reject shipments at origin for not complying with the Loading Requirements.

- A. NS may elect to stop en route: 1) any car that does not comply with the Loading Requirements, or 2) a trainload shipment that includes one or more improperly loaded car(s), and hold the individual car or the entire train on a track or tracks where the load re-blocking, re-bracing or transloading may be accomplished. It will be the responsibility of the Shipper to re-block, re-brace or transload the lading at its expense. NS will not furnish any personnel, equipment or machinery that may be necessary to properly secure a load.

Charges for each such car identified under paragraph A will be assessed as follows:

1. **\$4,000.00** per car handling charge for each improperly loaded car.
 2. All penalties will be doubled after the shipper's 3rd improperly loaded railcar shipped in a calendar year, and shipper may be subject to embargo.
 2. Subject to \$250 per day demurrage and storage from the date Norfolk Southern provides notification that the car is available for adjustment.
- B. Notwithstanding the foregoing, a load which has been tendered to and accepted by NS is found during transit to not be in conformance with the Loading Requirements, NS may, in its sole discretion, have the load either re-blocked and re-braced or transloaded to another railcar. In such event, the Shipper shall be responsible for all costs and expenses incurred in performing such re-blocking or re-bracing and/or transloading, and all other applicable NS charges; and any damage to the load arising from such re-blocking, re-bracing and/or transloading shall be the responsibility of the Shipper unless such damage is caused by the gross negligence of NS.

Notwithstanding the foregoing, NS shall be responsible for the costs of any re-blocking, re-bracing and/or transloading where the Shipper has fully complied with the Loading Requirements and the need for re-blocking, re-bracing and/or transloading is caused solely by the actions of NS and not by the actions of the Shipper.

SECTION 6 - RULES AND CHARGES FOR MISCELLANEOUS SERVICES

ITEM 6000 - RULES GOVERNING RECEIPT AND DELIVERY OF CARS OF FREIGHT ON, TO AND FROM PRIVATE TRACKS AND INDUSTRIAL TRACKS SERVED BY NS ALSO DELAY OF CARRIERS LOCOMOTIVES (SEE NOTE 4)

APPLICATION OF RULES GOVERNING RECEIPT AND DELIVERY OF CARS OF FREIGHT

1. Except as otherwise provided in Paragraph 3 and except as otherwise provided in other tariffs, cars of freight moving under carload, multiple carload or unit train rates including switching rates or empty cars moving with or without charge will be delivered on and removed from privately owned side tracks or industrial tracks near and connecting with the carrier's tracks without any additional charge, provided there are no conditions which make it unsafe for the carrier's locomotives to operate over such tracks, or that prevent the carrier from receiving or delivering cars at its ordinary operating convenience. (See Notes 2 and 3).
2. Except as otherwise provided in Paragraph 3, cars covered by Paragraph 1 will be received and delivered at loading and unloading locations on tracks designated the industry within the industrial plant site without any additional charge when that service can be ordinarily performed in continuous movement at the carrier's ordinary operating convenience, within the meaning of these terms as defined in Notes 1, 2 and 3 provided the locomotives in general use for switching in the vicinity of the plant site can safely operate over the tracks within the plant site.
3. When receipt or delivery of a car or cars as provided in Paragraphs 1 and 2 cannot be accomplished in continuous movement at the carrier's ordinary operating convenience because of interruption, interference or any other condition caused by the shipper or consignee, the carrier will arrange for receipt or delivery under the following provisions (See Note 3):
 - A. If it appears that the delay will be of a temporary nature, the locomotive will be held at the nearest available location and the service completed when conditions permit. For delay to the locomotive when so held, a charge of **\$17.00** for each five minutes or fraction thereof in excess of 30 minutes will be assessed, which charge will be in addition to the published rate or rates. Charges will be assessed in accordance with the next paragraph when delays encountered during a locomotive track or shift aggregate more than 30 minutes.

- B. If the obstruction or condition preventing completion of service has not been removed or eliminated, the carrier may at its option, withdraw its locomotive and place any inbound car or cars on a hold or other available track or tracks within or without, the industry plant site. Charges for the locomotive delay encountered shall be computed in accordance with paragraph A. Subsequent movement by carrier locomotive of the car or cars from the hold or other track or tracks to actual point of delivery will be subject to a charge of **\$69.00** per car.
- C. For the purpose of applying the provisions of paragraphs A and B, time shall commence to run from the minute the conductor determines that the shipper or consignee is unable to accept service.

EXPLANATION OF NOTES

NOTE 1: "Continuous movement" means a movement between the carrier's tracks and the loading or unloading locations, a hold track or tracks, or other place where cars are received or delivered without any delay or any suspension or break in time, or continuity of the movement, due to any circumstances or condition for which the industry is directly responsible.

NOTE 2: Ordinary operating convenience means that switching service will be provided by the carrier at the plant site or siding location at the following times:

- a. When terminal services are performed by switching locomotives, the time shall be that which is most advantageous to the carrier in relation to its coordinated and harmonious switching activities in a particular switching zone.
- b. When terminal services are performed by road-haul locomotives, the time shall be train arrival time at the plant site or siding.
- c. Ordinarily it contemplates only one switch per day and only on those days when the carrier has regularly scheduled service at the plant site or industry siding, except that the carrier may, at its discretion only, make additional switches when necessitated by the volume of traffic or to secure prompt release of equipment or facilities.
- d. The following services, when requested by shipper, consignee, or other party authorized to receive or deliver the car, are not in ordinary operating convenience of the carrier and will be subject to the charges maintained by the carrier in tariffs lawfully on file with the Surface Transportation Board or the State Commissions for special train service or other more specific services, such charges shall be in addition to all other charges:

Switching service on days service is not regularly scheduled;

Switching service performed at the specific request of the industry when such service is in addition to regularly scheduled service or is requested at a time other than the time selected by the carrier to perform switching service; or Switching service at a specifically designated time of the day.

NOTE 3: Except as otherwise provided in tariffs lawfully published, the operations named below where performed by the carrier as necessary incidents to the placement and removal of cars moving at published carload rates, shall not be deemed

- (a) to break the "continuous movements",
 - (b) to be in excess of the "ordinary operating convenience" of the carrier,
 - (c) to be an "interruption, interference or any other condition caused by the shipper or consignee", nor
 - (d) to be a "circumstance or condition for which the industry is directly responsible" as those terms are used in these rules:
- A. The temporary holding of outbound carrier owned cars on tracks of the industry for instructions from the shipper or of inbound cars on tracks of the carrier or industry for instructions from the receiver that unloads the car.
 - B. The removal and placement of cars empty, partly loaded, partly unloaded, or loaded when incidental to the placement or removal of other cars.
 - C. The service for securing the weight of freight, irrespective of the ownership of the scales used, where the weights obtained are used by the carrier for billing purposes.
 - D. Classifying, sorting and lining up cars on industry or carrier tracks.
 - E. Delay and interruption resulting from the operations of a common carrier by rail on industry tracks.
 - F. Operations performed in providing a service for which a separate charge is authorized pursuant to a published tariff.
 - G. The temporary holding of cars on tracks of the carrier or industry for instructions from shipper or receiver.

Does not apply to origin turnovers. Origin turnovers subject to NS 6004 Items 600, 1000 and 1100.

ITEM 6010 - RULES GOVERNING THE TESTING AND BILLING OF SCALE TESTS FOR INDUSTRY OWNED SCALES

No inspections or testing will be performed on the following holidays. New Year’s Day, Presidents’ Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.

- A. Unless otherwise provided by agreement, scales belonging to Privately Owned Companies will be inspected and tested on the following basis:
 - 1. Scales of customers whose weights are accepted by this Railroad for assessment of freight charges under proper agreement for billing purposes will be inspected and tested by the Railroad’s Designated Representative at the convenience of the Railroad. Charges outlined in Paragraph G may be assessed for each Calendar Day of testing involvement or until the NS Scale Test car, where used, is interchanged back to Norfolk Southern.
- B. Belt Scale tests will be based on the following provisions:
 - 1. Shipments are to be Unit Train shipments consisting of multiple carloads destined to one consignee operated with one set of locomotive power, origin to destination.
 - 2. A certified reference scale is located on site or situated in an area near the belt scale which will allow the performance of materials test at a minimal cost to Norfolk Southern and its customers.
 - 3. All Belt Scales must meet the requirements as stated in the Belt Scale sections of NIST Handbook 44 and the AAR Scale Handbook covering installation, testing, maintenance and user requirements.
 - 4. Demurrage will not be assessed on that portion of time involving the loading or weighing of cars used for such test.

Upon completion of the above mentioned provisions, and the performance of a successful materials test, Norfolk Southern will issue an Origin or Destination Weight Agreement to be used for the assessment of freight charges. Following initial certification of a Belt Scale, Norfolk Southern will require semi-annual tests.

NOTE – Customers who have onsite reference scales may be allowed, under certain circumstances, to waive Provision (1) of this item covering Unit Train shipments. This will be at the discretion of the Supervisor handling Norfolk Southern Weight Agreements.

- C. Necessary scale adjustments or minor repairs will be made under the supervision of a Norfolk Southern Designated Representative where such adjustments or repairs can be made without causing delay to the regular movement of testing equipment or the Representatives regular duties.
- D. Scale owners will be notified by the Railroad’s Representative when extensive scale repairs or delays are necessary.
- E. No request for special movement of scale test equipment or Designated Representatives services will be honored if not in the best interest of Norfolk Southern.
- F. Scales of shippers located on lines other than Norfolk Southern or shippers whose weights are not accepted by Norfolk Southern for billing purposes under agreement will be inspected and tested only upon written request of owner and charges will be assessed against scale owners as shown in Paragraph G.
- G. Charges for testing scales will be made on the following basis when no train crew services are required. (See Note)

1. Minimum daily charge for test of any scale:	
Monday through Friday.....	\$3,200.00
Saturday through Sunday & Holidays.....	\$4,200.00

Daily Testing Delay Charges will accrue from the date of the scheduled test and will accrue daily while Railroads representative is required to stay to complete test and/or until the test car is interchanged back to Norfolk Southern if delays are caused by Customer.

2. Additional tests conducted in same day at one facility will be billed at:	
Monday through Friday.....	\$1,500.00 per test
Saturday through Sunday & Holidays.....	\$2,500.00 per test

3. Charges for Contractor testing will be billed at cost to Norfolk Southern plus 10% handling charge.

4. Belt Scale material tests will be billed at:	
Monday through Friday.....	\$800.00 per day
Saturday through Sunday & Holidays.....	\$1,800.00 per day
5. Charges for cars coupled in motion scale testing will be billed at:	
Monday through Friday.....	\$4,000.00 per day
Saturday through Sunday & Holidays.....	\$5,000.00 per day

NOTE – Services for engine and train crews used in the testing of scales will be in addition to and billed separately from these charges and are subject to applicable tariffs covering such service.

H. When scale tests are performed on private company scales (See Note 1) located on lines other than Norfolk Southern (See Note 2), charges in Paragraph G will be assessed against the Railroad on which the company is located. Charges will accrue daily from the date of the scheduled test and will continue to accrue until the test car is interchanged back to Norfolk Southern.

NOTE 1 – Private Company scales include but are not limited to scales owned and operated by other railroads.

NOTE 2 – Lines under Lease Agreement from Norfolk Southern are considered as being other than Norfolk Southern for the purpose of applying this item.

ITEM 6020 - RESTRICTION GOVERNING LOADING OR UNLOADING OF HAZARDOUS OR DANGEROUS COMMODITIES ON PUBLIC DELIVERY OR TEAM TRACKS

NS will not permit hazardous or dangerous commodities described below to be loaded or unloaded at public delivery tracks or team tracks:

All bulk shipments or shipments in containers which exceed 110 gallon capacity each of hazardous materials, hazardous substances or hazardous wastes as identified in Tariff BOE 6000 Series, Parts 170 179, or assigned a 48 or 49 Series in Section 3, Parts I, II, or III of Tariff STCC 6001 Series, except these provisions do not apply on STCC 49 102 60–Road Asphalt or Tar, Liquid (Flammable), (Petroleum Road Oil).

ITEM 6025 - NON-COMPLIANT PRIVATELY-OWNED OR SHIPPER-SUPPLIED DOT OR TC SPECIFICATION TANK CARS

A privately-owned or shipper-supplied U.S. Department of Transportation (DOT) or Transport Canada (TC) specification tank car that is deemed non-compliant with those specifications by F.R.A. or railroad inspection will be held until a qualified contractor has made sufficient repairs, and has been inspected and deemed acceptable for movement by rail or, when required, a One Time Movement Approval (OTMA) has been obtained by the shipper or car owner. NS will not furnish any personnel, equipment or machinery that may be necessary to make such repairs.

Charges for each non-compliant privately-owned or shipper-supplied DOT OR TC tank car will be assessed as follows:

1. **\$4,000.00** per car (in addition to all other applicable charges, including without limitation, storage charges).

ITEM 6030 - CARS RELEASED FROM INDUSTRY OR TEAM TRACKS WITHOUT FINAL DESTINATION FORWARDING INSTRUCTIONS

1. Except as otherwise provided, when on customer’s order a car is removed from industry or team track without proper final destination forwarding instructions, and such car is held on carrier’s track awaiting such forwarding instructions as defined in publication NS 6004-Series, a handling charge of **\$500.00** per car will be assessed against such customer, and the car will remain in continuous demurrage or detention (See Note 1) until such forwarding instructions are received by carrier’s representative. (See Exception)
2. Except as otherwise provided, when on customer’s order a car is removed from industry or team track without proper final destination forwarding instructions, and such car is held on shippers leased track awaiting such forwarding instructions as defined in publication NS 6004-Series, a handling charge of **\$500.00** per car will be assessed against such customer for the service of placing the car at the shippers leased track. (See Exception)

3. If a car is removed from industry or team track on customer's order without proper final destination forwarding instructions, and held awaiting forwarding instructions on carrier's track or shippers leased track, and such car is ordered back to the original industry or team track, the general intra-terminal or inter-terminal switching charge, as the case may be, will be assessed for the movement of the car in each direction.

NOTE 1 – If the car is subject to special detention rules and charges, the same detention rules and charges will be applied as governed in connection with the line-haul rate.

EXCEPTION: These provisions will not apply on shipments of coal, coke (the direct product of coal) or iron ore.

ITEM 6040 - CHARGES FOR CARS REQUIRING SWITCHING-TURNING OF CARS TO PERMIT LOADING OR UNLOADING

Rail cars must be properly loaded by shipper in such a manner that unloading can be accomplished from either side of the equipment. Orientation instructions will not influence operational handling. If the car is placed and must be repositioned at destination, the charges will be as follows.

1. When a customer requests that NS turn a car(s), the party requesting the service will pay NS **\$700.00** for each car that NS turns. (See Note 1)

Note 1: For commodities moving in staggered door boxcars, the charge for turning car(s) will be **\$100.00** for each car that NS turns.

ITEM 6050 - CHARGES FOR RETURN OF CARS ACCOUNT SHIPPER'S ERROR

When loaded or partially loaded cars are returned to industry at request of shipper, the following charges for return switching movements will be made (See Note 1):

- A. If intercepted within yard of industry and returned to loading track, or any track within confines of same industry, **\$237.00** per car in each direction.
- B. If intercepted by NS at its regular assembling yards or any other location in switching limits and returned in switching service to loading track, or any other track within confines of industry, **\$268.00** per car in each direction.
- C. If intercepted on connecting lines at assembling yards or any other location in switching limits and returned in switching service to loading track or any other track within the confines of industry, **\$223.00** per car in each direction.
- D. If intercepted at assembling yard or any other location in switching limits and returned to connecting line in switching service, **\$223.00** per car in each direction.

EXPLANATION OF NOTE

NOTE 1 – Charges of connecting line will be in addition.

ITEM 6060 - HANDLING OF CARS DIVERTED AT INTERCHANGE STATIONS

If after receiving a car in interchange from a connecting carrier, NS is requested by shipper to return the car to the same carrier or give the car to another carrier at the interchange station, prior to the car departing the interchange station in NS line haul service or placing the car at an industry, the charge for handling the car will be **\$434.00** per car.

ITEM 6070 - INTERCHANGE ERROR MOVEMENTS

1. Cars received by NS, in error or without necessary forwarding directions, will be handled in accordance with AAR Car Service Rule 7.
2. If cars are returned to the delivering carrier, forwarded to the proper carrier, or require holding, NS will assess the delivering carrier a charge of:

[SEE NEXT PAGE FOR CHARGES]

Carrier	Charge	Carrier	Charge	Carrier	Charge
AA	\$100.00 per car.	EV	\$250.00 per car.	NSHR	\$280.00 per car.
ACJR	\$100.00 per car.	EWR	\$350.00 per car.	NSR	\$250.00 per car.
ACWR	\$300.00 per car.	FCRD	\$530.00 per car.	NTRY	\$150.00 per car.
ADBF	\$1,000.00 per car.	FEC	\$200.00 per car.	NYA	\$390.00 per car.
AGR	\$500.00 per car.	FGLK	\$250.00 per car.	NYGL	\$450.00 per car.
ALS	\$108.00 per car.	FIR	\$300.00 per car.	NYNJ	\$500.00 per car.
ARC	\$600.00 per car.	GC	\$557.00 per car.	NYSW	\$425.00 per car.
ATN	\$250.00 per car.	GDLK	\$395.00 per car.	OHIC	\$500.00 per car.
AVR	\$500.00 per car.	GET	\$350.00 per car.	OHIO	\$500.00 per car.
ATW	\$557.00 per car.	GFRR	\$500.00 per car.	PAL	\$250.00 per car.
BAYL	\$500.00 per car.	GITM	\$315.00 per car.	PBR	\$240.00 per car.
BDR	\$250.00 per car.	GR	\$500.00 per car.	POHC	\$500.00 per car.
BH	\$350.00 per car.	GRW	\$450.00 per car. Note 1	PR	\$200.00 per car.
BHRR	\$450.00 per car.	GS	\$350.00 per car.	PW	\$450.00 per car.
BLE	\$325.00 per car.	GSWR	\$500.00 per car.	RBMN	\$900.00 per car.
BPRR	\$500.00 per car.	GTRA	\$550.00 per car.	RJCC	\$500.00 per car.
BRC	\$112.00 per car.	HAL	\$250.00 per car.	RJCL	\$500.00 per car.
BSOR	\$300.00 per car.	HOG	\$275.00 per car.	RJCN	\$500.00 per car.
BVRY	\$213.00 per car.	IAIS	\$400.00 per car.	RJCP	\$500.00 per car.
CA	\$557.00 per car.	ICE	\$400.00 per car.	RJCW	\$500.00 per car.
CAGY	\$500.00 per car.	IMRR	\$500.00 per car.	RSR	\$450.00 per car.
CCH	\$500.00 per car.	INRD	\$300.00 per car.	SAPT	\$330.00 per car.
CCRA	\$500.00 per car.	IORY	\$500.00 per car.	SB	\$250.00 per car.
CCKY	\$500.00 per car.	IR	\$400.00 per car.	SH	\$244.00 per car.
CERA	\$500.00 per car.	ISRR	\$500.00 per car.	SRC	\$300.00 per car.
CGR	\$385.00 per car.	ISRY	\$440.00 per car.	SVRR	\$280.00 per car.
CFE	\$550.00 per car.	JAIL	\$1,000.00 per car.	SWP	\$407.00 per car.
CHAT	\$500.00 per car.	JVRR	\$280.00 per car.	TPW	\$500.00 per car.
CIND	\$500.00 per car.	JXPT	\$310.00 per car.	TTR	\$163.00 per car.
CIRR	\$500.00 per car.	KCTL	\$200.00 per car.	TYBR	\$321.00 per car.
CLNA	\$340.00 per car.	KTR	\$350.00 per car.	TZPR	\$500.00 per car.
CN	\$435.00 per car.	KXHR	\$165.00 per car.	UCIR	\$280.00 per car.
CPR	\$236.00 per car.	LIRC	\$300.00 per car.	UMP	\$219.00 per car.
CPRS	\$435.00 per car.	LMIC	\$205.00 per car.	URR	\$390.00 per car.
CRL	\$350.00 per car.	LT	\$390.00 per car.	VR	\$500.00 per car.
CSO	\$500.00 per car.	LVRB	\$440.00 per car.	VTR	\$435.00 per car.
CSS	\$250.00 per car.	LVRJ	\$440.00 per car.	WBCR	\$75.00 per car.
CSXT	\$435.00 per car.	LVRR	\$280.00 per car.	WCOR	\$500.00 per car.
CTN	\$250.00 per car.	MAW	\$400.00 per car.	WE	\$350.00 per car.
CUOH	\$500.00 per car.	MNBR	\$500.00 per car.	WNYP	\$350.00 per car.
CWRO	\$165.00 per car.	MNJ	\$250.00 per car.	WSOR	\$525.00 per car.
CWRY	\$500.00 per car.	MSCI	\$350.00 per car.	WTRY	\$550.00 per car.
DC	\$390.00 per car.	MVRY	\$500.00 per car.	WW	\$300.00 per car.
DL	\$435.00 per car.	MSO	\$350.00 per car.	YARR	\$500.00 per car.
DLWR	\$435.00 per car.	NBER	\$280.00 per car.	YB	\$500.00 per car.
EARY	\$500.00 per car.	NECR	\$500.00 per car.	YRC	\$500.00 per car.
ESPN	\$285.00 per car.	NOW	\$250.00 per car.	YVRR	\$165.00 per car.
ETRY	\$530.00 per car.				

Changes are noted in bold.

Note 1: Charges will be paid directly to GRW when CN is the intermediate carrier.

3. Cars held, awaiting disposition or for necessary data for forwarding, will be subject to an additional charge (assessed against the delivering carrier), following the first 12:01 AM after which written notice is given the delivering carrier:

All Carriers shown in paragraph 2...\$ **19.00** per car per day or fraction thereof.

Unless otherwise provided, when loaded or empty railcar(s) or TOFC/COFC units are received from a connecting rail carrier in error or without necessary forwarding instructions and NS performs line haul service or when railcars or TOFC/COFC are received at the incorrect interchange location moving in line haul service, such movements will be subject to a charge of **\$3.00** per mile on railcars or **\$1.50** per mile on TOFC/COFC units (**\$300.00** minimum per railcar, **\$150.00** minimum per TOFC/COFC unit) to the erring rail carrier to return the railcar(s) or TOFC/COFC units to the original interchange point (round trip) or to a subsequent interchange point or destination customer. Forwarding instructions (EDI 404, 417, 418) that contain erroneous information received from another rail carrier that cause additional line haul movement of traffic, are subject to the same charges.

ITEM 6080 – SWITCHING-TURNING OF CARS TO PERMIT LOADING OR UNLOADING FOR CONNECTING LINES

When at the request of connecting lines, cars are turned to permit loading or unloading from one particular side or end of car, the following charges will be assessed against line requesting service:

- A. If the car is turned at a “Y” or a turn table within the switching limits, switching charge of **\$450.00** per car will apply in each direction.
- B. If the car is turned at “Y” or a turn table at a point located outside the switching limits, apply charge of **\$19.00** per car mile for the round trip.

ITEM 6090 - MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS

DEFINITION OF TERMS

1. An industrial switch connection is a switch located upon NS property and maintained by NS for access to privately-owned sidetracks.

CHARGE FOR MAINTENANCE OF INDUSTRIAL SWITCH CONNECTION

1. The charge for maintaining each industrial switch connection is **\$10,000.00** per year. This charge is payable by the owner of the sidetrack served by the industrial switch connection within thirty (30) days of invoice date and for each succeeding year.

MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS EXEMPTIONS

1. The charge will not apply as to any calendar year in which the privately owned sidetrack served by the industrial switch connection originates or terminates seven (7) or more carloads.
2. The charge will not apply where specific terms of an executed Sidetrack Agreement so provide.
3. The charge will not apply if the owner of the sidetrack served by the industrial switch connection requests, before the payable date of the charge, that NS remove the industrial switch connection.

MULTI-SIDINGS

1. Where more than one privately-owned sidetrack is served by a single industrial switch connection, each of the individual owners of the private sidetracks will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine whether the exemptions above apply.
2. NS is under no obligation to provide service to or from those private sidetracks for which any part of the applicable charge is unpaid.

ITEM 6100 - ANNUAL MAINTENANCE CHARGE FOR COMMON TRACKS OPERATED BY NS WITHIN USX INDUSTRIAL PARK, FAIRLESS, PA

1. The Annual Maintenance Charge for common tracks operated by NS within the USX Industrial Park, Fairless, PA will be collected by NS at the beginning of each calendar year from the following customers located within the USX Industrial Park:

Air Liquide
Bayer Corporation
Bredero Price
Chem Central

Chicago Steel
Crown Cork and Seal
Eastern American Warehouse
Laclede Steel Company

Novolog Bucks County, Inc.
Thypin Steel
Tube City, Inc.

2. The Annual Maintenance Charge for the year 2000 for each tenant will be based on 1999 originated and terminated rail shipment volumes using the following table:

<u>Annual Rail Volume</u>	<u>Annual Maintenance Charge</u>
None	\$ 3,675.00
1 to 150 carloads	\$ 7,350.00
Over 150 carloads	\$13,230.00

DEFINITION OF COMMON TRACKS

3. Common Tracks within the USX Industrial Park, Fairless, PA are all tracks and related yards necessary to serve rail using tenants within the Park. Track within the boundaries of tenant property is not considered Common Track.

ITEM 6110 - BILLS OF LADING; RATE-ROUTE INACCURACIES

1. Nothing in the bills of lading shall be construed to obligate NS to verify the rates specified on such bills of lading, to notify shippers of inaccuracies in those rates, or to reject bills of lading tendered by shippers and containing inaccurate rates including rates which have application but not via routing shown on the bill of lading. NS reserves the right at all times to apply the applicable rate then in effect with respect to the route designated. Should no route be designated by the bill of lading, NS shall be under no obligation to obtain more specific routing instructions from the shipper. In such case, NS will transport the traffic via an available route at its discretion between origin and destination.

ITEM 6130 - BILLS OF LADING OR RECEIPTS FOR RETURN OF EMPTY CARS

It will not be permissible to issue bills of lading or receipts for the return of empty cars of any description, except: Upon request from consignors, NS may issue a receipt in the following form to cover the free return movement of empty tank cars under the provisions of Rule 35, Tariff UFC 6000 Series.

<p>_____ Railroad received at _____ on _____ 20____,</p> <p>FROM</p> <p>Subject to the provisions of Classification covering movement of empty tank cars of private ownership, for which no charge is made.</p> <p>Consigned to _____</p> <p>Destination _____ State of _____ Country of _____</p> <p>Route _____ Car Initial _____ Car Number _____</p> <p>This car last contained _____ and (is) (is not) protected by inflammable placards.</p>
--

ITEM 6140 - SHIPPING INSTRUCTIONS (BILL OF LADING INFORMATION)

(See Note 1)

Customers tendering shipping instructions (Bill of Lading information) to NS for rail freight transportation, may do so by utilizing one of the below:

Electronic Transmission

1. EDI-Using ANSI X12 transmitted via a VAN
2. EDI-Using ANSI X12 transmitted direct to NS

Web Based Transmission

IBOL-via **AccessNS**

EXPLANATION OF NOTE

Note 1. A charge of **\$500.00** per car, per occurrence, will be assessed for all hazardous shipments with missing, incomplete, or improper forwarding instructions.

ITEM 6145 - OPERATION OF DOCKS, PIERS OR WHARVES AT NORFOLK, VA

(Applicable only when specific reference is made to this item)

<u>DOCKS, PIERS, OR WHARVES</u>	<u>LOCATION</u>	<u>OPERATOR OF FACILITY</u>
Elizabeth River Terminals	Southern Branch of Elizabeth River, Norfolk, VA	Elizabeth River Terminals, Inc.
Lamberts Point Docks, Inc. (Lamberts Points Divn.)	Foot of Boissevain Ave., and Elizabeth River, Lamberts Point, Norfolk, VA	Lamberts Point Dock, Inc., (Lamberts Point Divn.)
Lamberts Point Docks, Inc. (Sewells Points Divn.)	Sewells Point, Norfolk, VA	Lamberts Point Dock, Inc. (Sewell Point Divn.)
Norfolk International Terminals	Norfolk, VA	Norfolk International Terminals of Virginia International Terminal

ITEM 6150 - PARTIAL PREPAYMENT OF FREIGHT CHARGES

Freight charges on consignments intended for flag stations (stations at which there are no freight agents) must invariably be prepaid to destination.

Shipments will not be accepted from connecting lines partially prepaid, except under the following conditions:

- (A) When a carrier tendering a shipment at a junction point where additional prepayment of freight is necessary, shall authorize its junction agent to guarantee to its connection sufficient amount to carry the shipment to destination. The agent’s claim for relief, if unable to collect from consignees, shall be adjusted on its merits, the voucher minimum rule not to apply in such cases.
- (B) When shipper delivers to an agent a shipment destined to a point not located on any line or railroad and to which the through rate cannot be ascertained, agents are authorized to accept same if an amount is paid sufficient to cover freight charges to nearest point of final delivery to which rate is known.
- (C) In all cases the reason for putting the extra amount of prepaid waybills should be carefully explained on the waybills.

ITEM 6160 - SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE STORAGE AND OTHER ACCESSORIAL CHARGES

(A) A security deposit may be required to ensure payment of any demurrage, storage, and other accessorial charges that a customer (as defined below) may accrue, after specific written demand referring to this tariff provision, from any customer or intermediary (collectively referred to as “customer” for purposes of this Item) who:

1. Is not on the NS’s credit list or has filed for bankruptcy; or
2. Fails to pay demurrage, storage, and other accessorial charges that were billed to the customer and fails promptly to communicate to NS a bona fide dispute concerning the validity of any unpaid charges or the customer’s responsibility to pay such unpaid charges.

- (B) The deposit must be paid by certified check, cashier's check, or electronic wire transfer before any freight car is delivered to such customer for loading or unloading.
- (C) The total amount required to be deposited by a customer receiving a car for loading or unloading shall not exceed the higher of the following:
 - 1. A flat deposit amount based upon the customer's average demurrage accrued for all cars per month over its most recent twelve (12) months of activity; or
 - 2. A per car rate to be determined by the maximum amount of demurrage, storage and other accessorial charges that accrued on any one car during the preceding 12 months; not to exceed **\$2,400.00** per car.
- (D) The deposit amount will be reviewed periodically, and NS may require customer to either increase the amount of its demurrage deposit or may refund part of the demurrage deposit based on the criteria described in Part C immediately above.
- (E) Deposits will no longer be required after the customer either:
 - 1. Pays to NS all outstanding amounts owed for demurrage, storage, and other accessorial charges and agrees to join the ACH draft plan and authorizes ACH draft payment for all future demurrage, storage, and other accessorial charges; or
 - 2. Establishes to NS' satisfaction that the customer has no responsibility for any demurrage, storage, or other accessorial charges, or notifies NS of the customer's bona fide dispute regarding its lack of responsibility to pay any such charges, both under the then-existing law in that jurisdiction.
- (F) Because deposits are established due to delinquencies or non-payment of demurrage charges, no interest will be paid by NS on any security deposited with it. It is within the discretion of NS to determine when issues of delinquency have been resolved and when the customer is no longer required to maintain a security deposit. Should rail service to the customer no longer be required, the security deposit will be released and returned, upon satisfaction of all outstanding bills for demurrage, storage, and other accessorial charges.
- (G) If a customer that receives railcars ("receiver" for purposes of this paragraph) avoids paying a deposit hereunder based on its bona fide dispute regarding that customer's lack of any obligation to pay demurrage, storage, or accessorial charges under the then-existing law in that jurisdiction, NS may require the customer that directed railcars to the receiver (the "shipper" for purposes of this paragraph) to pay a deposit in an amount, and under the same circumstances, as a deposit would be required by the receiver were there no bona fide dispute regarding that receiver's lack of responsibility. If such a deposit is required of the shipper, NS will not accept cars for shipment to the receiver until the deposit is received, or the shipper has made a commitment, acceptable to NS, to pay any demurrage, storage or accessorial charges incurred in connection with shipments to the receiver. A receiver paying a demurrage deposit acknowledges that it is responsible for demurrage for all cars it receives.

ITEM 6170 - IMPACT TESTING

- 1. NS will, when suitable arrangements can be made, furnish a locomotive, crew and sufficient empty cars on not less than five days' notice for the purpose of impact testing, load and tie down configurations to determine suitability for regular usage.
- 2. A charge of **\$1,260.00** per car will be made for the motive power and crew necessary to run the test for not more than eight hours. For each hour in excess of eight hours, not to exceed four additional hours, a charge of **\$210.00** per car per hour will be made. After a total of twelve hours have elapsed, a new crew will be assigned and the charges start as a new test.
- 3. For each car furnished by the carrier, whether for load bearing or as impact cars, a charge of **\$289.00** per car per hour will be made. Such charge includes moving the cars to and from the test location and all switching necessary to conduct the test. Demurrage will not apply when cars are held for such tests.
- 4. All charges accrue whether or not the test is successful. Not less than five days written application to the carrier is required and service will be provided, subject to availability of equipment and crew.

ITEM 6180 - EXERCISING CARS

- 1. When the NS is requested to exercise (See Note 1) freight cars, such service will be performed and the charges published in the applicable switching tariff for intra-plant (See Note 2), intra-terminal or inter-terminal switching, as the case may be, will be assessed when such tariffs do not provide a specific charge expressly for exercising.

NOTE 1: Exercising is defined as the movement of a loaded or empty car for the purpose of preventive maintenance or preventing damage to equipment.

NOTE 2: When cars are moved over tracks leased by shippers, the intra-plant switching charge will be assessed, provided there is no movement over railroad owned tracks.

ITEM 6190 - LOADING OR UNLOADING FREIGHT BY CRANES OR DERRICKS (EXCEPTIONS TO RULE 27, TARIFF UFC 6000 SERIES)

Where cranes or derricks (except wrecking cranes or derricks) operated by power (electric, steam or other power, except hand) are maintained or furnished and are used for the loading into or on cars or unloading from cars, a charge of **\$15.00** per ton of 2,000 pounds for the actual weight of the freight so handled, subject to a minimum charge of **\$41.00** per shipment will be assessed.

This charge will include the furnishing of power and man or men necessary to operate the crane or derrick but shipper or consignee will be required to furnish labor necessary to attach the tackle to and/or to detach tackle from the freight (See Note1).

EXPLANATION OF NOTE

NOTE 1 – Hand operated cranes or derricks are not available on Saturdays, Sundays or Holidays

ITEM 6200 - LOADING OR UNLOADING FREIGHT BY HAND CRANES (EXCEPTION OF RULES 27, TARIFF UFC 6000 SERIES)

Where hand operated cranes are maintained and are used by shipper or consignee without the assistance of NS labor to load or unload no charge will be made for the use of such crane, but if NS labor is used, a charge of **\$15.00** per ton of 2,000 pounds for the actual weight of the freight so handled, subject to a minimum charge of **\$41.00** per shipment will be assessed.

This charge will include furnishing of man or men necessary to operate the crane but the shipper or consignee will be required to furnish labor necessary to attach the tackle to and/or detach tackle from the freight (See Note 1).

EXPLANATION OF NOTE

NOTE 1 – Hand operated cranes or derricks are not available on Saturdays, Sundays or Holidays

ITEM 6210 - LOADING OR UNLOADING FREIGHT BY CRANES OR DERRICKS

(See Note 2)

When cranes or derricks, except wrecking cranes or derricks, operated by power (electric, steam or other power, except hand), are maintained or furnished and are used for loading into or on cars, or unloading from cars, the following charge will be assessed:

	<u>In Cents per</u> <u>100 lbs.</u>	<u>Minimum per shipment</u>
For the actual weight of the freight so handled.....	77	\$55.00

The above charge will include the furnishing of power and man or men necessary to operate the crane or derrick, but shipper or consignee will be required to furnish labor necessary to attach the tackle to and/or detach tackle from the freight (See Note 1).

Freight which is handled from ground to trucks by cranes or derricks, and which previously received crane or derrick service from car to ground, will not be subject to above provisions.

EXPLANATION OF NOTES

NOTE 1 – The stations at which crane service is to be maintained will be determined by the carriers according to the circumstances and conditions which may justify it.

NOTE 2 – Provisions of this item will not apply at Alexandria, VA nor Washington, DC.

ITEM 6220 - LOADING OR UNLOADING BY WRECKING CRANES OR DERRICKS

(See Note 1)

Carriers do not obligate themselves by this tariff to furnish wrecking cranes or derricks or to furnish other crane service where it is required only on exceptional occasions and where the investment and the arrangement for operation will be unduly expensive or

compared with the revenue which they would secure for the service, such service, when furnished, will be subject to special contract in each case, but in no case shall the charge be less than provided in this item for cranes or derricks operated by power.

EXCEPTIONS TO RULE 27, TARIFF UFC 6000 SERIES

(Loading or Unloading Freight by Hand Cranes)

Where hand operated cranes are maintained and are used by shipper or consignee without the assistance of NS labor to load or unload no charge will be made for the use of such crane, but if carriers' labor is used the following charge will be assessed:

	In Cents per 100 lbs.	Minimum per shipment
For the actual weight of the freight so handled.....	77	\$55.00

The above charge will include the furnishing of man or men necessary to operate the crane or derrick, but shipper or consignee will be required to furnish labor necessary to attach the tackle to and/or detach tackle from the freight (See Note 2).

EXPLANATION OF NOTES:

NOTE 1 – Provisions of this item will not apply at Alexandria, VA nor Washington, DC.

NOTE 2 – The stations at which crane service is to be maintained will be determined by the carriers according to the circumstances and conditions which may justify it.

ITEM 6230 - RULES GOVERNING ADVANCE CHARGES

1. Upon request, the NS will advance, for collection from consignee, the following charges:
 - (a) Legitimate charges of connecting rail or boat lines.
 - (b) Customs duties, Fees and Brokerage Fees, on Import and bonded freight from points in Canada.
 - (c) Charge on ex-lake Grain as following:

Lake Freight charges, adjustment for overages and shortages, charges for shifting of boats, charges for handling from boats to elevators, charges which accrue while grain is in elevators and charges for handling from elevators into cars.

ITEM 6240 - APPLICATION OF RATES ON SHIPMENTS IN NS SUPPLIED AND CONTROLLED PRIVATE MARKED COVERED HOPPER EQUIPMENT

- (1) NS supplied and controlled private marked covered hopper cars (AAR Mechanical Designation 'LO') will be considered railroad equipment for rating and accessorial charges when such cars are in the following NS COBAN equipment pools:
IKB, IKD, IKG, IKH, IKJ, IKL, IKN, IKO, IKP

ITEM 6250 - STAKING, BLOCKING AND BRACING OR OTHERWISE SECURING FREIGHT - NOT TO APPLY ON COAL OR ON COKE (THE PRODUCT OF COAL)

- (1) When carload freight, whether loaded in box cars or on flat or gondola cars, or freight in less than carloads when loaded on flat or gondola cars, requires to be staked, blocked or otherwise secured for safe transportation, shippers will be required to furnish the material and labor to secure safe transportation.

ITEM 6260 - UNITED STATES GOVERNMENT SCALE TESTING OUTFIT

- (1) United States Government Scale Testing Outfits, on their own wheels, will be moved free over carrier when for account of United States Government (Bureau of Standards, Department of Commerce).

ITEM 6275 - LOCOMOTIVES MOVING DEAD-IN-TOW UNDER REVENUE

NS will move locomotives not equipped with alignment control draft gear, but equipped with stop blocks, in special train service only. NS will not move locomotives on their own wheels if they are not equipped with either alignment control draft gear or stop blocks.

Locomotives tendered for forwarding dead-in-tow under revenue must be inspected and approved by Norfolk Southern Mechanical Department prior to movement on Norfolk Southern.

Originating from a customer located on Norfolk Southern tendered for roadhaul movement beyond:

If the locomotive can be safely inspected within 50 miles or less total round-trip mileage from the nearest Norfolk Southern Mechanical Department location having a qualified inspector available for this service the initial inspection will be done without charge.

If the unit does not pass the first inspection each additional inspection will be chargeable as follows:

50 miles or less round trip	\$ 400.00
75 miles or less round trip	\$ 500.00
100 miles or less round trip	\$ 600.00
200 miles or less round trip	\$ 900.00
300 miles or less round trip	\$1,200.00

Any and all initial inspections in excess of 50 miles round trip will be chargeable in accordance with the above schedule.

All inspections are subject to the availability of qualified Norfolk Southern Mechanical Department personnel during regularly scheduled hours.

Proper written authority is required for all inspection requests. This must include the name and billing address of the party responsible for payment. If the inspection is chargeable, the party requesting it must have a valid credit account with Norfolk Southern or make arrangements to prepay for the service.

Dead-in-tow revenue locomotives received from other carriers in interchange:

Locomotives moving under revenue dead-in-tow must not be tendered to Norfolk Southern at any blind interchange point, or pursuant to trackage rights, haulage service, or in run-thru train service from other carriers. Units must be delivered to Norfolk Southern at a manned interchange point in order to accomplish proper mechanical inspection and approval prior to forwarding.

No locomotives moving dead-in-tow under revenue will be accepted in interchange and forwarded without inspection and approval by Norfolk Southern Mechanical Department.

Locomotives which do not pass Norfolk Southern Mechanical Department inspection will be rejected in interchange.

ALSO
Norfolk Southern encourages all shippers and buyers of transportation services to commit to customs-trade partnership against terrorism (C-TPAT) security recommendations.

ITEM 6280 - HEATING OR THAWING, SUPERVISION OF

1. The furnishing of steam under this rule shall be under the direct and continuing supervision of the consignor, consignee, owner or their agents, who shall specify in writing the exact extent of time the car shall be connected to the steam facilities provided by the railroad, and who shall be charged with the responsibility of seeing that time is not exceeded and that the steam is properly applied.

ITEM 6290 - HEATED REFRIGERATOR CARS IN CANADA

(SEE ITEMS 6290-6350)

Upon receipt of reasonable notice from shipper that a refrigerator car to move under heat is required for a carload shipment to move between stations on the NS in Canada, or from NS stations in Canada to stations on connecting lines in Canada (except to stations on CP Rail east of Thunder Bay, ON) also to stations on connecting road West of Thunder Bay, ON. For rules, see Tariff CP 6540 Series.

CHARGE

NS will endeavor to supply such car with a heater or heaters for which an additional charge of **38 cents** per car mile, minimum **\$38.00** per car will be made irrespective of whether they are activated or not, which charge will include the cost of servicing and attention to same in transit as shown in shipping instructions (See Item 1205) and will be in addition to the regular freight rate, and also in addition to the charge, if any for use of the car (See Exception, also "Service During Detention" in Item 1230).

On export traffic, i.e. that is traffic consigned to British and foreign countries the insular possession of the United States (Philippine Islands, Puerto Rico, Hawaiian and the Virgin Islands) and the Panama Canal Zone, but not to Miquelon, also traffic for furtherance to

Newfoundland or the Islands of St. Pierre and Miquelon via Portland, ME, Saint John, West Saint John NB, Halifax NS, Boston, MA or East Boston, MA, from stations where the export rates to said ports are the same as, or higher than to New York, NY, Weehawken, NJ, Philadelphia, PA, Baltimore, MD, for export on which heater services are required no charge will be made for such service.

ITEM 6300 - SHIPPER’S INSTRUCTIONS ON HEATED REFRIGERATOR CARS IN CANADA

(SEE ITEMS 6290-6350)

Blanket instructions relating to protective service will not be accepted. Instructions as authorized in this item governing the service selected must be filed covering each individual shipment. When offered shipments of perishable freight liable to damage by frost, agents must obtain from shippers definite and reasonable instructions on the Bill of Lading in accordance with one of the following notations:

- Standard heating and ventilation.
- Standard heating: keep hatch covers and hatch plugs closed to destination.
- Keep heaters activated and all hatch covers and hatch plugs closed to destination, regardless of outside temperature.
- Do not heat or open hatch covers or hatch plugs in transit regardless of outside temperature.
- Standard ventilation: do not heat in transit, regardless of outside temperature.

Should shipper not desire to forward car under “Standard Heating” and/or “Standard Ventilation”, he may specify outside temperature, or inside temperature in the case of cars equipped with liquidimeters, at which he requires heater or heater activated or deactivated or outside temperature at which he requires hatch covers and hatch plugs opened or closed.

ITEM 6310 - DEFINITION OF STANDARD HEATING ON REFRIDGERATOR CARS IN CANADA

(SEE ITEMS 6290-6350)

“Standard Heating” consists of placing two heaters in tanks, bunkers or heater compartments, one at each end of car and activating them as soon as practicable at the following temperature and deactivating them as soon as practicable when the temperature rises above the degree mentioned (See Note):

Celery.....	5 below zero
Lemons.....	10 above zero
Other Citrus Fruits (Oranges, Grapefruit and Limes).....	5 above zero
Cheese, Cranberries, Eggs, Onions and Pears.....	10 above zero
Potatoes.....	25 above zero
Tomatoes (Fresh).....	25 above zero
Wine and Beer.....	32 above zero
Apple and All Other Perishable Commodities.....	15 above zero

EXPLANATION OF NOTE

Will not apply on shipments loaded in Refrigerator cars equipped with liquidometer temperature indicators or underslung heaters. Such shipments will be handled in accordance with instructions issued by the Transportation Department.

ITEM 6320 - DEFINITION OF STANDARD VENTILATION ON REFRIGERATOR CARS IN CANADA

(SEE ITEMS 6290-6350)

“Standard Ventilation” for all commodities except potatoes, pineapples and sweet potatoes consist of putting in all hatch plugs and closing all hatch covers when outside temperature falls to 32 degrees above zero and taking out all hatch plugs and opening all hatch covers when outside temperature rises above 32 degrees.

For potatoes, pineapple and sweet potatoes “Standard Ventilation” consists of putting in all hatch plugs and closing all hatch covers when outside temperatures falls to 40 degrees above zero and taking out all hatch plugs and opening all hatch covers when outside temperature rises above 40 degrees.

For tomatoes, “Standard Ventilation” consists of putting in all hatch plugs and closing all hatch covers when outside temperature falls to 45 degrees above zero and taking out all hatch plugs and opening all hatch covers when outside temperature rises above 45 degrees.

After unloading on team track has commenced, or when consignee has iced car or applies private lock or seal to either or both doors of car after arrival at destination, ventilating devices will be manipulated by carrier only on specific written instructions from consignee. Carrier will not manipulate ventilation devices after placement of cars on private or assigned sidings

ITEM 6330 - PERFORMANCE OF SERVICE ON HEATED REFRIGERATOR CARS IN CANADA
(SEE ITEMS 6290-6350)

When cars are moving under “Standard Heating” and/or “Standard Ventilation”, or in accordance with specific instructions of shippers heaters will not be activated or deactivated and hatch covers and hatch plugs will not be manipulated between terminals except when trains are delayed, when attention will be given as soon as practicable.

CARRIERS LIABILITY

Property accepted for shipment under the terms and conditions of this Tariff will only be received and transported subject to such instructions of the shipper respecting the character and extent of the protecting service as are provided for herein. The duty of the carriers is to furnish without negligence reasonable protective service of the kind and extent so requested by the shipper. The carriers are not liable for any loss or damage that may occur because of the acts of the shipper or because the instructions of the shipper were incomplete, inadequate or ill conceived, or that may arise from causes over which the carrier has no control.

CHANGE IN SERVICE IN TRANSIT

When perishable shipments have been forwarded with ice in bunkers or tanks, no instruction will be accepted for change to heater service while in transit or at destination.

1. When cars are forwarded under heater protection and shipper, owner or consignee requests in writing that heater instructions be cancelled, or,
2. When cars are forwarded with dry bunkers and shipper, owner or consignee requests in writing that heater service be instituted, carrier will, when practicable, endeavor to comply with amended instructions but only at regular inspection points.

EXCEPTION

No charge will be made for the removal of heaters at stop off point when heater service is not provided beyond such point not for installation of heaters in a border point when cars are received from connection (in the United States) or when cars move via this line to such border point.

COMPETITIVE MILEAGE

Between common points the competing railroads mileage will apply if shorter than the distance via NS.

ITEM 6340 - CHARGES FOR DETENTION OF HEATERS ON HEATED REFRIGERATOR CARS IN CANADA
(SEE ITEMS 1220-1235)

When shipper orders a refrigerator car for loading to move under heater protection in transit, and requires the use of heaters before or while loading, charges in paragraph (1) or (2) below will be made.

From time car has been placed for loading and until bill of lading has been signed. If, after tender of shipping instructions, cars shipped under heater protection in transit are held on track at point of origin at a point en route, or at destination, the following charges will be assessed, whether heater is activated or not.

(1)	For refrigerator cars equipped with underslung heaters.....	\$14.00 per car
(2)	For other refrigerator cars.....	\$ 9.00 per heater

For each twenty four hours or fraction thereof, as follows:

- (A) During time car is held in transit awaiting orders from shipper or owner.
- (B) From time of notification in any form to consignee or other party entitled to receive same.

The above rental charges for heaters, apply without any free time allowance and are in addition to demurrage, detention or other authorized charges.

ITEM 6350 - SERVICE DURING DETENTION ON HEATED REFRIGERATOR CARS IN CANADA

(SEE ITEMS 6290-6350)

It shall be the duty of the shipper or consignee, to give necessary attention to heaters at loading point and after notice of arrival at destination, but on specific order of shipper or consignee in writing, work may be performed on railroad team tracks by railroad employees acting solely as agents of such shipper or consignee and without any responsibility whatsoever on the part of the railroad company.

ITEM 6360 - APPLICATION OF RATES ON MOTOR VEHICLES IN ENCLOSED BI-LEVEL, TRI-LEVEL, AND UNI-LEVEL CARS

(SEE NOTE)

When motor vehicles are shipped in enclosed bi-level or enclosed tri-level or enclosed Uni-level cars with end doors, each door must be closed and latched. The enclosed bi-level or enclosed tri-level or enclosed Uni-level cars will not be moved from shipper's siding until the doors have been closed and latched by the shipper or his agent (See Exception).

EXPLANATION OF NOTE:

An enclosed bi-level or enclosed tri-level or enclosed Uni-level car is a car with end doors, covered sides, and a fully covered roof, identified as AAR car type Code V-000, V-200, V-400, V-700, or V-900-Series.

EXCEPTION:

Provisions of this item will not apply when for mechanical reasons, the origin railroad verifies that the shipper or his agent is unable to close and/or latch door.

ITEM 6370 – MISCELLANEOUS VEHICLE CHARGES

Miscellaneous Vehicle Contingency Services

1. Vehicle battery charging fee for internal combustion engine vehicles (Including jump-starting) - \$50 per battery per occurrence
2. Vehicle fueling fee (up to 3 gallons of fuel) - \$50 per vehicle

Miscellaneous Vehicle Handling Exceptions

1. Inoperable vehicle on pavement at NS Facility - \$10 per vehicle per day (Included but not limited to: flat tires, no-starts, missing keys, damages, etc.)
2. Inoperable vehicle on railcar - \$300 per railcar per day (Fee accruals begin 24 hours after notification to customer or customer's representative that vehicle is inoperable)
3. Vehicle on hold or awaiting shipping instructions - \$10 per vehicle per day
4. Vehicle shipment instruction/ASN order changes - \$40 per vehicle (See Note 1)

Note 1: See Item 6110: BILLS OF LADING; RATE-ROUTE INACCURACIES

ITEM 6380 - LOADING OF IMPORTED MOTOR VEHICLES TO MULTI-LEVEL RAILROAD CARS AT PORT OF NEW YORK/NEW JERSEY

1. Motor vehicles, freight or passenger, imported through the Port of New York, including Port Newark Elizabeth-Port Authority Marine Terminal, NJ, and Port Jersey Auto Terminal, NJ, for movement beyond on railroad furnished multi-level cars, will be handled only at the following locations, where specialized facilities for loading automobiles to rail cars are maintained.
 - a. NS Automobile Terminal, located at 860 Doremus Avenue, Newark, NJ 07114, (Station name "Doremus Auto Ramp, NJ", OPSL station number NS 62715, FSAC 75203).
 - b. FAPS, Inc., located at 371 Craneway Street, Newark, NJ 07114, (Station name "Port Newark Elizabe, NJ", OPSL station number NS 60215, FSAC 75087).

2. Loading of imported motor vehicles to multi-level railroad cars will not be permitted at other locations in the port area and orders will not be accepted for the placement of empty multi-level cars for loading at any location in the port area other than at the NS Automobile Terminal or at FAPS, Inc.

ITEM 6390 - UNLOADING OF MOTOR VEHICLES FROM MULTI-LEVEL RAILROAD CARS AT NEWARK, NJ OR PORT NEWARK, NJ

1. Motor vehicles, freight or passenger, destined to Newark, NJ or Port Newark Elizabeth-Port Authority Marine Terminal, NJ, or Port Jersey Auto Terminal, NJ, will be handled only at the following locations, where specialized facilities for unloading automobiles from rail cars are maintained.
 - a. NS Automobile Terminal, located at 860 Doremus Avenue, Newark, NJ 07114, (Station name "Doremus Auto Ramp, NJ", OPST station number NS 62715, FSAC 75203).
 - b. FAPS, Inc., located at 371 Craneway Street, Newark, NJ 07114, (Station name "Port Newark Elizabe, NJ", OPST station number NS 60215, FSAC 75087).
2. Unloading of Motor Vehicles from multi-level rail cars will not be permitted at other locations at stations Newark, NJ or Port Newark Elizabeth-Port Authority Marine Terminal, NJ, and Port Jersey Auto Terminal, NJ.

ITEM 6415 - STORAGE CHARGES ON MOTOR VEHICLES

A Motor vehicle may be stored on a Norfolk Southern Facility if it has a movement via NS in line haul service immediately prior to or subsequent to storage (a "Line Haul Movement"). A Motor Vehicle that does not have a Line Haul Movement may not be stored at a Norfolk Southern Facility.

Definition of Terms:

1. Storage Day – A calendar day, or any portion thereof, during which a vehicle is present at a Facility, starting on the calendar day of notification to the delivering agent of the vehicle's availability or the actual placement of the vehicle in a vehicle bay at the Facility, whichever comes first, until the calendar day that the vehicle is removed from the Facility. Each calendar day, or portion thereof, will count as one (1) Storage Day.
2. Free Day – A non-chargeable day. Free Days can only be earned on those vehicles which utilize rail transportation to or from a Facility.
3. Chargeable Day – The number of Storage Days that exceed Free Days.
4. Facility – A Norfolk Southern owned or operated automotive facility which appears in the list below.

Computation of Storage Days – An Example:

If a vehicle is available at 8:00am on Monday April 5th and departs the facility at 6:00pm on Thursday April 8th, the vehicle will have accrued four (4) Storage Days.

Free Days:

1. Three (3) Free Days will be earned for each vehicle. No additional Free Days will be earned for holidays or weekends.

Computation of Storage Charges:

1. Storage charges will be calculated on a per vehicle basis.
2. Chargeable Days will be calculated by subtracting Free Days from the Storage Days. No additional Free Days will be allotted for holidays or weekends.
3. If Chargeable Days for a vehicle are greater than zero (0), a calculation of charges will be made as follows:

- a. For the first four (4) Chargeable Days, storage charges will be assessed at \$6.00 per day per vehicle.
- b. When a vehicle has five (5) to eight (8) Chargeable Days, these additional days will be assessed at \$12.00 per Chargeable Day per vehicle.
- c. When a vehicle has more than eight (8) Chargeable Days, each additional Chargeable Day will be assessed at \$20.00 per Chargeable Day per vehicle.

Vehicle storage charges shall apply at each Facility location independently, and will be billed independently for each calendar month and each location.

Monthly bills will be issued for Vehicles removed by shipper or its Agent from the Facility during the calendar month. The Monthly bills will include Chargeable Days accrued during the given month and, if applicable, any Chargeable Days accrued during the prior month, or prior months.

Free Days that are unused for one vehicle may not be used to offset Chargeable Days on another vehicle.

Example:

If a vehicle is placed within the Facility at any time between 12:00am and 11:59pm on Monday April 5th, the table below describes the storage charges that would apply based on the date (again, regardless of time of day) when the vehicle is removed from the Facility.

Removal Date	Storage Days	Free Days	Chargeable Days	Storage Charges
Monday, April 05, 2022	1	3	-	\$0.00
Tuesday, April 06, 2022	2	3	-	\$0.00
Wednesday, April 07, 2022	3	3	-	\$0.00
Thursday, April 08, 2022	4	3	1	\$6.00
Friday, April 09, 2022	5	3	2	\$12.00
Saturday, April 10, 2022	6	3	3	\$18.00
Sunday, April 11, 2022	7	3	4	\$24.00
Monday, April 12, 2022	8	3	5	\$36.00
Tuesday, April 13, 2022	9	3	6	\$48.00
Wednesday, April 14, 2022	10	3	7	\$60.00
Thursday, April 15, 2022	11	3	8	\$72.00
Friday, April 16, 2022	12	3	9	\$92.00
Saturday, April 17, 2022	13	3	10	\$112.00
Sunday, April 18, 2022	14	3	11	\$132.00

Listed are the Facilities where storage charges for motor vehicles are applicable.

Facility Name	Rail Station
Atlanta (Poole Creek)	Hapeville, GA
Ayer (Sanvel)	Ayer, MA
Birmingham (McCalla)	McCalla, AL
Buechel	Buechel, KY

Buffalo (Bison)	Buffalo, NY
Chesapeake	Chesapeake, VA
Chicago Service Hub (Hegewisch)	Chicago Mix Ctr, IL
Doremus	Doremus Auto Ramp, NJ
Elkhart	Elkhart, IN
Fostoria Service Hub	Fostoria Mix Ctr, OH
Jacksonville	Jacksonville, FL
Kansas City Service Hub (Voltz)	Voltz Mix Ctr, MO
Kinsler	Kinsler, SC
Mechanicville	Mechanicville, NY
Melvindale	Melvindale, MI
Meridian	Meridian, MS
New Orleans	New Orleans, LA
Petersburg (Poe)	Petersburg, VA
Navy Yard	Philadelphia, PA
Ridgefield Heights	Ridgefield Heights, NJ
Shelbyville Service Hub	Shelbyville Mix Ctr, KY
Wentzville	Wentzville, MO
Winston-Salem (Walkertown)	Walkertown, NC

ITEM 6460 - HANDLING OF BULK CARLOADS OF CEMENT, CALCIUM CHLORIDE, SALT, COMMON (SODIUM CHLORIDE), ROCK SALT (SODIUM CHLORIDE), SODIUM (SODA) ASH, SILICATE OF SODA AND CALCIUM CARBONATE ON PUBLIC UNLOADING TRESTLE AT KEARNY, NJ

1. Shipments, in bulk, carloads, of Cement, Calcium Chloride, Salt, common (Sodium Chloride), Sodium (Soda) Ash, Silicate of Soda and Calcium Carbonate for unloading on public unloading trestle at Kearny, NJ but within the yard limits of Harrison, NJ must be consigned to Harrison, NJ (NS Station No. 60000). On such shipments a charge of **\$33.00** per car will be assessed for the use of the unloading trestle which will be in addition to the line haul rate to Harrison, NJ, as published in price authorities.

ITEM 6470 - POTASH MOVING ON TRAINLOAD RATES TO DELPHI, IN

On shipments of potash moving on trainload rates from Northgate, ND with connections at Chicago, IL via NS. NS will assess a charge of **\$2,940.00** per trainload when 25 or more cars are separated from the train by the NS. Advance notification must be furnished by the shipper for split delivery tendered to NS, twelve (12) hours prior to the split for delivery at Decatur, IL (See Note), Delphi, IN, Lafayette, IN, Peru, IN and Toledo, Ohio.

EXPLANATION OF NOTE

NOTE – Splits must be 49 cars or less.

ITEM 6480 - HOLDING OF CARS CONTAINING POTASH AT ENOLA, PA AND HARRINGTON, DE

1. When delivery of trainload, or portion of trainload, shipments of Potash, in shipper owned or leased equipment, consigned to stations, and delivery cannot be made to stations account of inability of consignees to receive it or because of any other condition attributable to consignee, such trainload, or portion of trainload will be held at shipper's leased track at Enola, PA and/or Harrington, DE until orders are received to effect delivery. Delivery of trainload, or portion of trainload to consignees can be accomplished in any size multiple of cars or any number of deliveries, as required, but the specific cars to be delivered with each order will be at railroad discretion. The charges for this service will be **\$249.00** per single car, **\$105.00** per car for multiples of five (5) to fourteen (14) cars, and **\$58.00** per car for multiples of fifteen (15) or more cars. The line haul rate to apply on shipments held at Enola, PA, or Harrington, DE, under the provisions of this item, is the applicable rate (local rate, joint rate or combination of intermediate rates) in effect on date of shipment from point of origin over the route of movement via Enola, PA, and/or Harrington, DE, to final destination. No charge, other than that provided herein, on cars held at Enola, PA and/or Harrington, DE, will be made for reshipment to final destinations.

ITEM 6490 - HOLDING OF CARS CONTAINING POTASH AT LANCASTER, PA

1. When delivery of carload shipments of Potash, in shipper owned covered hopper cars, consigned to Rohrerstown, PA, cannot be made at this station account of inability of the consignee to receive it or because of any other condition attributable to consignee, such cars will be held at consignee's leased track at Lancaster, PA, until orders are received to effect delivery at Rohrerstown, PA. The charge for this service is **\$187.00** per car. The line haul rate to apply on shipments hold at Lancaster, PA under the provisions of this item, is the applicable rate (local rate, joint rate or combination of intermediate rates) in effect on date of shipment from point of origin over the route of movement via Lancaster, PA to final destination. No charge, other than that provided herein on cars held at Lancaster, PA will be made for reshipment to Rohrerstown, PA. Reshipment of cars held at Lancaster, PA can be accomplished in any number of deliveries, as required, but the specific car(s) to be delivered with each order will be at railroad discretion.

ITEM 6500 - UNLOADING AND RELEASE OF CARRIER-SUPPLIED EQUIPMENT

UNLOADING - Upon arrival and placement of carrier-supplied equipment for unloading at destination, consignee (unloader) will be responsible for unloading the equipment in a manner which does not damage the equipment, closing doors if so equipped, and for releasing the equipment in a condition suitable for reloading by another shipper. If unloader refuses or fails to remove all lading, dunnage, blocking, bracing, strapping, miscellaneous debris, (collectively, "Content"), secure interior loading devices, or places additional material into the equipment before releasing the car, and Norfolk Southern subsequently discovers such failure and proceeds to remove or have removed such Content, Norfolk Southern will bill the unloader a charge of **\$1,000.00** per car. In addition, unloader shall be responsible for all other costs, expenses, damages and liabilities that arise from such failure, including without limitation any costs to remove the Content in excess of the **\$1,000.00** per car charge, any applicable demurrage or switching charges assessed or incurred as a result of the need to remove the Content, and any amounts paid by Norfolk Southern to third parties due to the Content being damaged after the car was released empty regardless of the cause of such damage and even if caused by Norfolk Southern's negligence.

LOADING – Upon arrival and placement of carrier-supplied equipment for loading at origin, the shipper (loader) will be responsible for ensuring that the equipment is suitable for loading, free of non-railroad owned material including dunnage, blocking, bracing, strapping, miscellaneous debris or other material not intended for securement as part of the rail car, prior to loading equipment. If rail car is not suitable for loading it should be rejected as dirty (a photo or photos, including car number, of the debris inside the car can be uploaded at the time of rejection). If rail car is loaded, it is assumed clean, unless loader notifies NS' Equipment Planning Team of debris or dunnage in the rail car. If the car is subsequently rejected as "dirty" by the next loader, NS reserves the right to assess the previous loader and/or unloader (reference above) **\$1,000.00** per car for removing dunnage or debris from the rail car.

For additional information regarding loading and unloading of rail cars please refer to the Uniform Freight Classification 6000-series, Rule 27.

ITEM 6515 - CARS FOUND TO BE LEAKING HAZARDOUS MATERIALS

NS will assess a charge of **\$6,000.00** for the handling of cars loaded with or containing residue of Hazardous Materials that are found to be leaking, and for which NS or its representatives take action for securement of the leaking car.

Charges will be assessed to the shipper shown on the applicable bill of lading. The **\$6,000.00** charge includes administrative, switching and demurrage charges, but excludes all other securement charges. Shipper remains liable for all other securement, clean-up, and other incidental charges associated with the leaking car. In addition, Shipper must provide NS with any reports prepared on Shipper's behalf by third party response contractors in connection with such incidents.

ITEM 6517 - CARS FOUND TO BE LEAKING NON-HAZARDOUS MATERIALS

NS will assess a charge of **\$4,000.00** for the handling of private equipment loaded with or containing residue of Non-Hazardous Materials that are found to be leaking, and for which NS or its representatives take action for securement of the leaking car.

Charges will be assessed to the shipper shown on the applicable bill of lading. The **\$4,000.00** charge includes administrative, switching and demurrage charges, but excludes all other securement charges. Shipper remains liable for all other securement, clean-up, and other incidental charges associated with the leaking car.

ITEM 6520 - CHARGES FOR THE RETURN OF SHIPPING DEVICES

Unless specifically provided in individual pricing quotations or contracts, Norfolk Southern will not provide free return of pallets, platforms, skids, containers, carriers, or other shipping devices ("Shipping Devices"). When a customer requests movement of a car containing Shipping Devices, a charge of **\$1.75** per NS mile, subject to a minimum of 400 miles, will apply. The applicable bill of lading must refer to commodity codes 4230000 through 4239999.

Exception: Return of Shipper's racks, crates, trays or bins used in the movement of Auto Parts will be governed by Rule 470 of NS Conditions of Carriage in lieu of this item.

ITEM 6525 - HOLDING CARS FOR CUSTOMS

When NS is directed by Customs at Detroit, MI or Buffalo, NY to move railcars to a hold track because of the lack of clearance papers, or improper billing, a handling charge of **\$950.00** will be assessed against the shipper. Any costs associated with unloading, inspection, and reloading of lading will be the responsibility of the shipper and will be in addition to the handling charge published in this item.

ITEM 6530 - NS EQUIPMENT ORDERED

When NS furnishes a car requested by shipper, Norfolk Southern will assess and shipper will pay a **\$3,000.00** per car charge when shipper routes NS owned, leased or controlled equipment via routes that exclude NS from participating in the route and/or line haul revenue. This charge is in addition to any other charges which may be due.

Exception 1: With written or electronic approval from NS's Car Management Department, a shipper may utilize such equipment, without incurring this charge, for outbound shipments via a carrier other than NS.

Exception 2: This charge will not apply to facilities that are jointly served by NS and another railroad, when NS agrees to supply all cars.

ITEM 6540 - RELEASE OF CARRIER-SUPPLIED EQUIPMENT AT ORIGIN OR DESTINATION

Upon arrival and placement of carrier-supplied equipment for loading at origin or unloading at destination, the shipper (loader) or consignee (unloader) will be responsible for loading or unloading the equipment in a manner which does not damage the equipment, closing doors if so equipped, and for releasing the equipment in a mechanical condition suitable for reloading by another shipper.

If loader or unloader damages the car while it is in their possession, including during the loading or unloading process, such that the car is no longer suitable for loading, and Norfolk Southern discovers such damage, Norfolk Southern will bill, and the loader or unloader will pay an administrative charge of **\$1,000.00** per car. In addition, the loader or unloader will pay any and all costs associated with repairing the car.

ITEM 6545 - NOTIFICATION OF ORDER/RELEASE INSTRUCTIONS

Customers tendering instructions to NS for the ordering and releasing of railcars may do so by utilizing one of the below:

- Web Based Transmissions via **AccessNS** or NS Trax mobile application
- Notification via Thoroughbred Inventory Management within **AccessNS**
- Notification via Unit Trains within **AccessNS** at www.nscorp.com

ITEM 6550 - CHARGES ON EMPTY CARS ORDERED AND NOT USED

If the service of switching and placing an empty ordered car has been performed, and the car is subsequently released back to the carrier empty, the party ordering, but not using the equipment will be assessed **\$450.00** per car, in addition to applicable demurrage and detention charges. See Exceptions.

DELINQUENT PAYMENT

1. Whenever NS issues a bill or bills for cars ordered not used that remains unpaid after a period of 90 days or more from the date of the bill, NS may, on not less than 30 days' notice, require the customer to provide NS with an irrevocable letter of credit or enter into another payment security program.
2. Under this program, customer must make available to NS a sum of money or security sufficient to cover charges for cars ordered but not used that may reasonably be expected to be levied against each car destined for delivery to customer prior

to delivery of that car based on customer's traffic volume and level of delinquency for the previous year. The amount to be required will be determined by a review of previous levels of cars ordered not used charges billed by NS against customer's accounts.

EXCEPTIONS:

Exception 1: The charge will not apply if release of the empty car results from carrier's failure or inability to place or constructively place the car ordered on the day for which it was requested. Carrier will have fulfilled its obligation of furnishing the car on the day for which ordered if the car is available for loading on the day before or the day after the day for which it was ordered.

Exception 2: The charge will not apply, if the car satisfies one of the following conditions and is properly rejected through NS Operations and Service Support (OSS) or Inventory Management within 24 hours of placement:

- Car is defective and cannot be loaded
- The wrong car type was provided and cannot be loaded
- Loading of the car would violate an outstanding car service order or loading rule

Exception 3: The charge will not apply on special type flat cars with mechanical designation "FD", "FG", "FW", or "FM" listed in Tariff RPS 6740-series, or other applicable tariffs, for which charges are provided therein.

ITEM 6560 – TENDERING PRIVATE RAILCARS WITHOUT OT-57 APPROVAL

When 1) proper forwarding instructions have not been provided to NS for a privately marked railcar, or 2) the receiver/loader does not accept subject private railcar or other railcars at same location for seven (7) days or longer, NS will have the authority to forward railcar(s) to the registered OT-57 storage location(s). If the registered OT-57 storage location(s) is not designated, unavailable, or insufficient for any reason, NS will be allowed to move railcar(s) to an alternate storage location(s) selected by NS. Prior to movement, NS will provide at least two (2) days' notice to the car mark owner and, if available, the OT-57 controlling entity.

In all cases where a railcar is moved to storage, the car mark owner will be responsible for any and all relevant charges which include, but are not limited to, switch moves, line haul moves, storage fees, mileage rates, etc.

ABBREVIATIONS / REFERENCE MARKS

ITEM 8000 - EXPLANATION OF ABBREVIATIONS

ABBREVIATIONS	EXPLANATION
AAR	Association of American Railroads
Abbr	Abbreviations
AFB	Air Force Base
Ave	Avenue
BOE	Bureau of Explosives
CL	Carload(s)
Co	County or Company
Inc	Incorporated
Jct	Junction
Lb.(s)	Pound(s)
NEC	Not elsewhere classified in Standard Transportation Commodity Code Tariff STCC 6001-series.
NOIBN	Not otherwise indexed by name in UFC
No	Number
NPFC	National Perishable Freight Committee
NRB	National Rate Basis
NSO	National Service Order
OPSL	Official Railroad Stations List (OPSL 6000-series)
RER	Official Railway Equipment Register (RER 6413-series)
RPS	Railroad Publication Services
Rte	Route
STCC	Standard Transportation Commodity Code
TCFB	Trans Continental Freight Bureau
TOFC	Trailer on Flat car.
UFC	Uniform Freight Classification (UFC 6000-series)
Viz	Namely
WTL	Western Trunk Line Committee

For explanation of Abbreviations of Carrier Names, see OPSL 6000-series. (Note 1)

EXPLANATION OF NOTES

NOTE 1 -The two character state abbreviations used in this tariff are those adopted for general use by the United States, Canada, and Mexico. In certain instances, they are the same as those used to represent the names of carriers.

SUMMARY OF REVISIONS

Issued: April 1, 2024

Effective: May 1, 2024

PAGE(S)	ITEM	ITEM DESCRIPTION	DESCRIPTION
19	6025	Non-Compliant Privately-Owned or Shipper-Supplied DOT or TC Specification Tank Cars	INCREASE charge to \$4,000
15	6515	Cars Found to be Leaking Hazardous Materials	INCREASE charge to \$6,000
15	6517	Cars Found to be Leaking Non-Hazardous Materials	INCREASE charge to \$4,000