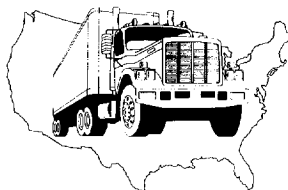


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National Classification Committee

June 14, 2000

Mr. Vernon A. Williams, Secretary
Office of the Secretary, Case Control Unit
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

ENTERED
Office of the Secretary

JUN 14 2000

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Re: Replacement Page for Rebuttal Comments of the National Classification
Committee filed June 12, 2000 in:
Section 5a Application No. 61 (Sub No. 6)– National Classification Committee
Agreement

Dear Mr. Williams:

The National Classification Committee (NCC) respectfully requests that the enclosed page be accepted as a replacement for Appendix A to Section IV of the NCC's Rebuttal Comments filed June 12, 2000, in the above-captioned proceeding. (Note: Section IV is entitled "NOTICE OF LIABILITY LIMITATIONS IS NOT RELEVANT TO THIS PROCEEDING" and it is tabbed letter "D"). Page two of Appendix A reproduced on the back side of the enclosed page, was inadvertently omitted from the NCC's Rebuttal Comments.

We regret any inconvenience to the Board or to the other parties to this proceeding.

Respectfully submitted

William W. Pugh
Counsel for the National Classification Committee

Cc: all parties of record

NATIONAL CLASSIFICATION COMMITTEE HEARING -- October 6, 1997

Docket 976 - Subject

Transcript of Remarks by Shipper Representatives

DAN SWEENEY:

Good Morning, I am still Dan Sweeney. And I was an Hoc member of the Ad Hoc Committee, which meant that I was called upon when the Ad Hoc Committee wanted an attorney present.

First, I will introduce Joe Cutrona, who is the Gene Foley of NASSTRAC and he will state a few well chosen words that will be followed by Randy Schaeffer, who will make a very short substantive speech, talking about the main points of the bill. After that time, we will be available for discussion or questions.

JOE CUTRONA:

I have been in this position for NASSTRAC for almost 20 years now, and I think we have all been in some [what] of an adversarial position during most of those years. When Gene Foley called me and said why don't we get together, we have been asked to do this with an Ad Hoc Committee, shippers and carriers, members of our Board, members of your Board, and see if we can't work out a consensus position on the Bill of Lading. A bill of lading that is neutral, a bill of lading that is updated, after all its been outdated every since the Interstate Commerce Commission was done away with in 1995. So, it sounded like a good idea. We got together, a planning group, met, and set out the criteria for the group. The make up of the group, which ended up as Gene told you, was six members of his group and six members of our group, all shippers and carriers and our decision was that the group would meet without legal aid during initial discussions and when we got down to the point where issues were raised, which were legal issues, definitely would bring in our attorneys to solve those legal issues, and they did an excellent job. They were great help and moved the process forward very effectively. We think what we came up with is indeed a neutral bill of lading. I think Gene will agree with that. It doesn't give anyone an advantage, it leaves things where they were, so far as the law is concerned, and I think that everybody is going to find it a much more usable bill of lading. In setting it up we used the criteria that was established by ATA for electronic transmission, put it into a format that was adaptable to that and we tried to eliminate things that were unnecessary, retain things that were essential and come up with something that everybody could understand. And, with that I will call on Randy Shaeffer of Air Products and Chemicals, who is a member of NASSTRAC Board of Directors to give you some of the details.

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RANDY SCHAEFFER:

Good morning everyone. NASSTRAC is a co-sponsor of the bill of lading before the committee today. Its representatives participated in the efforts which led to the proposal. While this proposal may not be what shippers would come up with unilaterally, or for that matter, what carriers would put forth on their own, it does represent a consensus which we believe shippers and carriers can live with, and it is a distinctive improvement over the archaic language in the bill today. I will briefly comment upon some of the changes contemplated by the proposed bill.

Terms and Conditions. The fine print on the back of the bill of lading was reviewed with a view toward eliminating obsolete provisions, such as those inherited from the railroads. Making it more concise, and in some instances, rewriting terms to make them more appropriate today's shipper/carrier relationships. It is believed that this rewriting has not brought about any change in the liability situation between carriers and shippers.

On the face of the bill of lading, every line and box on the face of the bill of lading was reviewed for currency and with an eye for making the bill clear and more responsive to the needs of transportation. The transition is made in the opening: "RECEIVED" recital from the formal filed tariffs, to a statement of comprehensive range of pricing options available today. The column description headings have also been improved, particularly to meet carriers' need for more information about the shipment. Also incorporated is information as to whom to notify in case there is any problem in making a delivery. Note 2 was the only section of the bill of lading, where there was real difficulty, believe me it was difficult, [the difficulty] was with respect to drafting an appropriate provision of Note 2, which takes the place of old Note 2, where shippers and carriers have opposite interpretations of the Carmack Amendment as stated in the ICCTA, Sec. 14706(c)(1) it is obvious that inserting either side's interpretation into the bill could have prejudice the other group. In the interest of fairness to both shippers and carriers, the consensus was reached to have NOTE (2) phrased so as to refer to the entire statutory provision, Sec. 14706(c)(1)(A) and (B). This has the effect of leaving the parties where they stand under the statute and does not prejudiced either group. NASSTRAC appreciates the invitation of the NMFTA to sit down and work out a mutually acceptable bill of lading. And we believe that the results show that carriers and shippers can reach a combination without continuing the ultimate path of litigation. Thank you.

PAUL FORTNEY:

I am Paul Fortney with Goodyear Tire & Rubber and Co., out of Akron, and like Dan said, its nice to be up there in a nonadversarial situation. We support the proposed revision in the bill of lading and we would like for you to look at a couple of items. In a memo that I sent last Friday, I hope everyone received it. In the Terms and Conditions in Sections 4 and 5 on the reverse side of the bill of lading, it refers to the word "tariff." And again, we are not going to propose that we define the word "tariff," but I think there should be something done to clarify that portion with what is on the front of the bill of lading and the preamble. And then probably, our most concern lies in Rule 360, in Note 2. That permits companies, like Goodyear, to create a bill of lading on plain paper using a computer printer, regardless of the font size. What we would like for you to do is to consider, along with this, or maybe in a separate action, revising that Note 2 in accordance with what we have proposed in this memo. Beyond that, I will be available for questions.