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205687

June 24, 2002



**BY HAND DELIVERY**

Hon. Vernon Williams  
Secretary  
Surface Transportation Board  
1925 K Street, NW  
Washington, D.C. 20423

Re: *Capitol Materials Incorporated -- Petition For Declaratory Order -- Certain Rates  
And Practices Of Norfolk Southern Railway Company, STB Docket No. 42068.*

Dear Secretary Williams:

Enclosed for filing in this case are the original and 10 copies of the Reply Statement of Norfolk Southern Railway Company. Also enclosed is a 3.5" computer disk containing the text of this pleading in WordPerfect 5.0 format.

Please date-stamp the enclosed two extra copies of the pleading and return them to our messenger. Many thanks for your assistance.

Sincerely,

Scott M. Zimmerman

Enclosures

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Public Record

BEFORE THE  
SURFACE TRANSPORTATION BOARD

STB Docket No. 42068



CAPITOL MATERIALS INCORPORATED —  
PETITION FOR DECLARATORY ORDER — CERTAIN RATES AND  
PRACTICES OF NORFOLK SOUTHERN RAILWAY COMPANY

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REPLY STATEMENT OF  
NORFOLK SOUTHERN RAILWAY COMPANY

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BEFORE THE  
SURFACE TRANSPORTATION BOARD

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CAPITOL MATERIALS INCORPORATED —  
PETITION FOR DECLARATORY ORDER — CERTAIN RATES AND  
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REPLY STATEMENT OF  
NORFOLK SOUTHERN RAILWAY COMPANY

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INTRODUCTION

This matter is on referral from the Superior Court of Fulton County, Atlanta Judicial Circuit, in Norfolk Southern Railway Company v. Capitol Materials, Inc., Civil Action No. 2000-CV-25029, which is a suit filed by Norfolk Southern Railway (NS) in July, 2000 against Capitol Materials, Inc. (Capitol) for \$216,930.00 in unpaid demurrage charges accruing over the period June, 1997 through February, 2001 in connection with rail shipments to two Capitol facilities, one at Bishop Street in Atlanta, GA and the other in Duluth, GA. On Capitol's motion (opposed by NS), the court referred the following three issues to the Board for resolution: "(1) whether Plaintiff's demurrage rate as contained in its applicable tariff is unreasonable, (2) whether the method by which Plaintiff calculates the demurrage charge is unreasonable, and (3) whether the Plaintiff's practice of assessing the demurrage rate in the circumstances at bar represents an unreasonable rate practice."

On April 1, 2002, Capitol filed its Opening Statement (hereafter, "O.S.") on the issues before the Board; its statement includes supporting verified statements of two Capitol employees, Jeff Traicoff ("Traicoff V.S.") and Tom Mueller ("Mueller V.S."). On April 18, 2002, the Board, on NS' motion, issued a protective order, and on April 23, 2002, NS received from Capitol the undertakings by Capitol representatives required by the protective order. The next day, NS delivered to Capitol nearly 2,800 pages of Highly Confidential documents responsive to Capitol's discovery requests (in addition to the more than 3,800 pages of non-confidential documents previously supplied.) On May 8, 2002, Capitol filed a Supplemental Opening Statement ("S.O.S."), which includes supporting Supplemental Verified Statements of Messrs. Traicoff and Mueller ("Traicoff S.V.S." and "Mueller S.V.S.").

This Reply to Capitol's Opening Statement and Supplemental Opening Statement includes supporting verified statements of Brent Bailey, Stephen B. Marshall, Larry T. Rasche, and Carolyn Woods. It will show that there is no basis for Capitol's claims that the applicable demurrage tariff or the method provided in the tariff for calculating demurrage is unreasonable or that NS' practices in assessing demurrage in the circumstances of this case were unreasonable. It will show, on the contrary, that NS' tariff and its practices in this case are standard in the rail industry and entirely reasonable.

It is important to note at the outset that Capitol's Opening Statement and Supplemental Opening Statement offer essentially no evidence or argument whatsoever with respect to two of the three issues referred to the Board: Capitol's submissions fail to press any claim that (1) the rates in NS' demurrage tariff are unreasonably high or that (2) the method provided in the

tariff for calculating demurrage is unreasonable.<sup>1</sup> Indeed, Capitol's statements conspicuously ignore the rate and the terms of the tariff altogether. Therefore, on those two issues, the Board should find that Capitol has failed to demonstrate that NS' demurrage rates or its method of calculating demurrage charges are unreasonable.

The only claim that Capitol actually makes and attempts to support is that NS' assessment of *any* demurrage charges throughout the entirety of the relevant period was unreasonable under the particular circumstances of this case. This claim pertains only to the third issue referred to the Board, and, as we will discuss below, it is unsupported and incorrect.

## STATEMENT OF FACTS

### 1. Background

As described more fully in the verified statement of Steven B. Marshall, NS has provided rail service to Capitol's facilities in Atlanta and the Atlanta suburb of Duluth for a number of years. The service has consisted primarily of transporting carloads of wallboard from various out-of-state origins to the Atlanta and Duluth facilities. The transportation has

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<sup>1</sup> The only even passing reference to NS' demurrage rate is the conclusory assertion at p. 10 of Capitol's Supplemental Opening Statement that NS "has arbitrarily and unreasonably increased the amount of demurrage it charges Capitol's Bishop Street Facility from \$20.00 per day to \$60.00 per day." Capitol cites to the Supplemental Verified Statement of Mr. Traicoff with respect to this issue, but Mr. Traicoff says nothing about NS' demurrage rate. Capitol does not even try to demonstrate that NS' demurrage rate is unreasonable; indeed, that rate is well within the range that is standard in the industry. *See, e.g.*, "CSXT Simplified Demurrage -- Quick Reference Guide," available at <http://www.csxt.com/cus/demurragequickref.doc> (\$60 per day); BNSF Demurrage Book 6004-A, Item 1100M, available at [http://www.bnsf.com/business/misc/bnsf6004a\\_16.pdf](http://www.bnsf.com/business/misc/bnsf6004a_16.pdf) (chart showing demurrage charges of up to \$75 per day); Kansas City Southern Ry. Co. Tariff 6000B, Item 80, available at <http://www.kcsi.com/kcs6000b.pdf> (\$50 per day).

been provided at single carload rates, which have usually been prepaid by the consignor.

Marshall V.S. at 1-2.

Capitol's Bishop Street facility has an industrial spur track (or "lead") capable of holding approximately 10 cars, but has facilities for receiving only 4 for unloading at any one time. Bailey V.S. at 2. The Duluth facility can accommodate no more than five or six. *Id.* Cars destined for the Bishop Street facility are taken to NS' South Yard in Atlanta, from which they are taken by a switching crew to the Bishop Street facility. *Id.* at 1. Cars destined for the Duluth facility are taken to NS' Chamblee Yard for switching to that facility. *Id.* The switching crew generally arrives at Capitol's Duluth facility between 11:00 a.m. and 1:00 p.m. and at Capitol's Bishop Street facility between 1:00 p.m. and 3:00 p.m. *Id.* at 2.

NS generally provides one switch every weekday to both Capitol facilities, during which empty cars are pulled and loaded cars spotted. One switch every week day is standard service for the vast majority of NS customers. *Id.* at 2. A very small minority of NS customers receive than more than one switch per day, but typically those are only the very largest shippers, and NS generally charges such customers for those additional switches. *Id.* As NS informed the Board's Director, Office of Compliance and Enforcement, Melvin Clemens in January, 2001, NS met with Capitol in April, 1999 and specifically "encouraged [Capitol] to request an extra switch if and when they needed one. [NS] advised that such a switch was possible, but would likely be chargeable." Letter dated January 22, 2001 from Deborah Butler to Melvin Clemens (attached as Exhibit 3 to Mr. Rasche's verified statement);

*see also* Rasche V.S. at 3. To NS' knowledge, Capitol has never requested an additional switch. Rasche V.S. at 3; Bailey V.S. at 2.<sup>2</sup>

In simple terms, a switching crew will take loaded cars awaiting delivery from the yard to the facility, remove unloaded empties and return them to the yard, and leave the loaded cars in their place. Bailey V.S. at 2. Delivery of a loaded car to a customer is known as "placement," and the time of such placement is noted by the switching crew. When the shipper unloads the car and wishes it to be picked up, the shipper "releases" it to the railroad. Woods V.S. at 4-5. When cars are placed and released determines whether and how much demurrage may accrue on the car – a subject to which we now turn.

## **2. NS' Demurrage Tariffs and the Average Agreement Between NS and Capitol.**

NS, like most railroads, generally imposes a charge — demurrage — on shippers for the detention of cars beyond a certain period. The practice of imposing such charges is long standing, and the appropriateness of the practice is well established. As the Board has stated, "[d]emurrage is a charge that both compensates rail carriers for the expenses incurred when rail cars are detained by shippers and serves as a penalty for undue detention (to encourage the speedy return of cars to the rail network)."<sup>3</sup> In this connection, it should be noted that most of the rail cars involved in this case are owned by railroads other than NS. Accordingly, NS

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<sup>2</sup> Mr. Traicoff asserts generally that "[w]hen Capitol has inquired about this situation [*i.e.*, the possibility of obtaining an additional switch], NS has simply stated that it is impossible to provide us with any additional service." Traicoff V.S. at 3. Mr. Traicoff does not state when or to whom these "inquiries" were made, and does not state that he specifically requested an additional switch.

<sup>3</sup> *R. Franklin Unger, Trustee of the Indiana Hi-Rail Corporation, Debtor—Petition for Declaratory Order—Assessment and Collection of Demurrage and Switching Charges*, Docket No. 42030, (served June 14, 2000) ("*Unger*"), at 3.

incurs a direct out-of-pocket cost liability to the car owner, in the form of per diem payments, for every day the cars are detained by shippers like Capitol. Marshall V.S. at 2; Woods V.S. at 2.

The amount of the demurrage charge, the method by which it is calculated and the circumstances in which it is incurred are specified in NS tariffs. In general, NS, like other railroads, has assessed demurrage in one of two ways: straight demurrage or average demurrage. As the Board has explained, “[s]traight demurrage is assessed on a per-day basis for detention in excess of the allowable free time (generally, 24 hours for loading and 48 hours for unloading), and the charge is due on the release of the car. Shippers get no credit for returning cars early but are not assessed demurrage if severe weather or other circumstances beyond their control prevent them from returning cars on time.” *Unger*, note 6.

Average demurrage, on the other hand, allows shippers to offset demurrage charges by earning credits for cars returned within the free time. *Id.* In exchange for this benefit, the shipper effectively waives its right to any relief from demurrage charges other than as provided in the agreement. See *Compass I Distribution Corporation—Petition for Declaratory Order*, Docket No. 39517, 1984 ICC LEXIS 203 (served October 15, 1984). Specifically, the shipper must comply with the terms of the tariff in order to qualify for that relief. See *Colorado & S. Ry. Co.*, 374 F. Supp. 24 (W.D. Okla. 1974) (holding that consignee was precluded from asserting a weather interference defense to demurrage charges because it failed to notify the railroad pursuant to the terms of the tariff). Shippers wishing to avail themselves of the benefits of average demurrage may enter into an “average agreement” with the railroad.

Although the fact is nowhere mentioned in Capitol's Opening Statement, NS (through its predecessor, Southern Railway) and Capitol have been parties to average demurrage agreements with respect to both the Bishop Street (Atlanta) and Duluth facilities since 1986. *See Woods V.S.*, Exhibits 4 and 5. In those agreements, Capitol agreed that "[b]eing fully acquainted with the terms, conditions and effect of the average basis for settling for detention of cars, as set forth in H.J. Positano Freight Tariff PHJ-6004-0, supplements thereto or successive issues thereof . . . and being desirous of availing ourselves of this alternative method of settlement, . . . we will fully observe and comply with all the terms and conditions of said rules as they are now published or may hereafter be lawfully modified by duly published tariffs, and will make prompt payment of all demurrage charges accruing thereunder in accordance with the average basis, as therein established, or as hereafter lawfully modified by duly published tariff." Although the agreements can be terminated on written notice from either party to the other, neither party has done so. *Woods V.S.* at 3.

NS' demurrage tariff in effect from June 15, 1997 to March 1, 2000 was denominated Tariff NS 6004, and is a lawful successor to the tariff agreed to by Capitol in its average demurrage agreements. *See Woods V.S.* at 3. Tariff NS 6004 is Exhibit 1 to Ms. Woods' verified statement. As Ms. Woods explains, under this tariff, demurrage charges began to accrue on a car a certain period of time after the car is "placed," either actually or constructively, by NS at the shipper's facility for loading or unloading. *Woods V.S.* at 3. If, for example, NS delivered a loaded car to a shipper's spur track at 10:00 a.m. on Monday, a "free time" of 48 hours began to run from 12:01 a.m. Tuesday; if the unloading of the car was not been completed after the expiration of free time (in this example, 12:01 a.m. Thursday),

demurrage charges began to accrue. *See* Items 405, 620, 700 of Tariff NS 6400.<sup>4</sup> Demurrage continued to accrue at a prescribed amount per day, or fraction of a day, until the car was “released,” which is generally when the shipper notifies NS, either by telephone or in writing, that the car is unloaded and available for pickup.<sup>5</sup> *See* Item 900.

Under the tariff, NS could place cars at a shipper’s facility (thereby triggering the running of free time) by either actual placement or by constructive placement. “Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.” Item 345. “Constructive Placement” was defined by Item 350 of the tariff as follows:

When a car consigned or ordered to a private track, an industrial interchange track, or an other-public delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such a car will be held at destination, or if it cannot reasonably be accommodated there, at an available hold point and notice shall be sent or given the consignor or consignee that the car is held (naming the hold point if not held at destination) and that this railroad is unable to effect placement; however, if the car is placed on the private track serving the consignor or consignee, the car shall be considered constructively placed without notice.

For cars constructively placed, the demurrage clock begins to run after notice has been sent or given. *See* Item 405.

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<sup>4</sup> Under the tariff, demurrage accrued each day after the expiration of free time, including Saturdays, Sundays and holidays, but free time did not include Saturdays, Sundays and Holidays. *See* Items 405, 625, 700. For example, if NS placed a car on a shipper’s spur at 10 a.m. of a Friday and the following Monday was a holiday, free time would not begin to run until 12:01 a.m. the following Tuesday. Demurrage on loaded cars delivered for unloading would not begin to run until 12:01 a.m. Thursday, and it would run every day (including Saturdays, Sundays and holidays) until the car was released.

<sup>5</sup> The charges in Tariff 6004 that were in effect between June 15, 1997 and March 1, 2000 were \$20 per car for each of the first four days after free time, \$30 per car for each of the next two days and \$60 per car for each subsequent day. Items 620, 700.

Tariff 6004 also provided that demurrage would not accrue, or would be refunded, in the event of certain specified circumstances, or "allowances," such as strikes (Item 1205), bunching (Item 1210), weather interference (Item 1220) and railroad errors (Item 1235). In each case, however, the tariff item provided that the allowance will be granted only if the consignor or consignee presents a written claim for it within a certain period of time (30 or 90 days) after the date on which the demurrage bill is rendered. The requirement for presenting claims for allowances in writing and within a reasonable time after the bill is rendered was intended to insure that the claims are legitimate and are presented and resolved when the facts and memories are still fresh. Woods V.S. at 7.

Items 600 through 655 of Tariff 6004 contained special provisions for shippers who were parties to average agreements. In general, under Item 615, a shipper would receive one credit for each car released before the expiration of the first 24 hours of free time; each credit would offset one day's demurrage liability accruing on other cars. Credits and debits would be calculated on a monthly basis; credits accruing in one month could not be applied to other months.

Item 620 provided that certain of the allowances would *not* apply to cars subject to the average agreement. Specifically:

Cars subject to the average agreement will not be allowed adjustments provided for in Item 1210 [bunching] and Paragraphs 1 and 2 of Item 1220 [weather interference], except when bunching has been caused by floods, earthquakes, hurricanes or tornadoes and conditions in the devastated area resulting therefrom, or strikes of railroad employees, and cars are subsequently delivered to consignee in accumulated numbers.

Effective March 1, 2000, NS replaced its Tariff NS 6004 with Tariff NS 6004-A, which was replaced on September 15, 2000 with Tariff NS 6004-B. These are Exhibits 2 and

3 to Ms. Woods' verified statement. Tariffs 6004-A and 6004-B simplified the structure and terminology of the tariff, and they effectively calculate demurrage for all shippers on an average agreement basis. All cars released by the shipper are given a certain number of credits (generally, two for each car held for loading and one for each car held for unloading), and these credits are (still on a monthly basis) applied against demurrage car days incurred by those and other cars during the month. Unlike Tariff 6004, demurrage car days under Tariffs 6004-A and 6004-B are not incurred during specified holidays.

Tariffs 6004-A and 6004-B, like the previous tariff, provide for actual or constructive placement of cars. They also specify the circumstances in which allowances will be given for relief from demurrage charges. *See* Item 400. These include "railroad error" and "switching delays," but the tariff expressly provides that "[r]un around and bunching of cars will not be considered as a railroad error." With regard to switching delays, the tariff states:

This allowance will be calculated and deducted from car days for cars ordered and all others held under constructive placement when all cars on the patron's siding are empty and available at the time a switch is missed or should have been made. If all cars on the patron's siding are not empty at the time of alleged switching failure, allowance will be made for the car so ordered and not placed.

Item 400 at 4.(a.). Also, like the previous tariff, Tariffs 6004-A and 6004-B provide that "[I]n order to be allowed relief as indicated, a claim must be presented to NS in writing, by the last day of the calendar month following the month in which the bill [for demurrage] was issued, stating fully the conditions for which relief is claimed." Item 400.

The rates and provisions of the NS demurrage tariffs described above are similar to the rates and provisions of the demurrage tariffs of most other railroads. NS is not aware of any

decision finding such rates or terms, or similar rates or terms, unreasonable. *See Woods V.S.* at 7, n.1.

### **3. The Demurrage Charges At Issue.**

The demurrage charges at issue in this case accrued during the period June 1, 1997 though February 28, 2001. From time to time, Mr. Traicoff objected verbally and generally to the demurrage bills issued to Capitol, alleging generally that all such charges were inappropriate because they resulted from errors on NS' part, such as run around and bunching of cars, failure to provide more than one switch per day, varying switch times and inconsistent transit times for the line haul movements. *Marshall V.S.* at 2. To NS' knowledge, Capitol never provided NS with timely, factually supported claims for relief from specific demurrage charges as required by the applicable tariffs, although NS repeatedly informed Capitol of the necessity of doing so. *See Marshall V.S.* at 2-4 and Exhibits 1, 2 and 3; *Rasche V.S.* at 2 and Exhibit 2; *Woods V.S.* at 8.<sup>6</sup>

Despite the failure of Capitol to provide timely, factually supported claims, NS representatives, including Mr. Marshall, Mr. Rasche, and Ms. Woods, met or spoke with either Mr. Traicoff or Mr. Mueller or both on various occasions over this period to discuss the mounting unpaid charges and Capitol's generalized refusals to pay. For example, on April 14, 1999, Larry Rasche and Carolyn Woods of Norfolk Southern met with Jeff Traicoff and Tom Mueller. As discussed more fully in Mr. Rasche's and Ms. Woods' verified statements, the terms of the applicable NS tariff were explained to Capitol, NS personnel responded to

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<sup>6</sup> In discovery in this proceeding, when NS asked Capitol to produce copies of all such claims in its possession, it refused, stating that the documents were in NS' possession.

Capitol's generalized complaints, and NS again offered to review any specific, substantiated claims and, where necessary, make the appropriate adjustments. *See Woods V.S.* at 8-10; *Rasche V.S.* at 3. Mr. Rasche also encouraged Capitol to request an extra switch if needed, but explained that such extra service likely would be chargeable. *Id.*

NS not only met with Capitol on a number of occasions to discuss these matters but also, even though it was under no obligation to do so (due to the absence of factually-supported specific disputes) NS on at least one occasion voluntarily made downward adjustments to Capitol's outstanding demurrage charges. Mr. Marshall explains in his verified statement that Norfolk Southern conducted an extensive review of Capitol's Bishop Street (Atlanta) account, and, in a good faith attempt to resolve the dispute, NS adjusted certain then-outstanding demurrage charges downward from \$26,480 to \$13,190 to give Capitol every benefit of the doubt as to possible missed switches and run-around. *See Marshall V.S.* at 3 and Exhibit 1. However, when advised of that reduction, Mr. Traicoff refused to discuss the matter, and Capitol has refused to pay even the voluntarily-reduced amount. *Id.*

When it became apparent that Capitol would persist in refusing to pay NS any outstanding demurrage charges whatsoever, NS on July 3, 2000 filed suit in Fulton County Superior Court to collect them. At that time, the accrued demurrage charges sought to be collected were those accrued between June, 1997 and September, 1998, and totaled \$58,840.00. NS filed an amended complaint on May 2, 2001 to add unpaid charges through February, 2001, raising the total amount of unpaid demurrage sought to \$216,930.00.

## ARGUMENT

### **CAPITOL HAS NOT SHOWN THAT NS' DEMURRAGE TARIFFS ARE UNREASONABLE OR THAT NS' ASSESSMENT OF THE DEMURRAGE CHARGES AT ISSUE WAS UNREASONABLE.**

Capitol's statements conspicuously omit any reference to or discussion of NS' demurrage tariffs and their terms. Instead, Capitol makes general assertions to the effect that *all* of the charges assessed by NS over a period of more than three and a half years resulted from alleged errors or mistakes on NS' part. These alleged errors include such things as "constructively plac[ing] [cars] when space was available at Capitol's siding" (S.O.S. at 5); "fail[ing] to remove cars promptly after orders for their release were given by Capitol" (S.O.S. at 9); "delaying rail cars in transit, thereby contributing to 'bunching' of rail cars," (O.S. at 4); and several variations on generalized complaints about NS switching, such as "fail[ing] to deliver and pick-up cars more than once a day" (S.O.S. at 11); "fail[ing] to maintain consistent switching times," (O.S. at 4); and "unilaterally and arbitrarily limiting service to specified days of the week," (O.S. at 4). Capitol's witnesses claim that they have documented "examples" of these kinds of errors in their verified statements.<sup>7</sup>

Nothing in Capitol's submissions demonstrates that NS' assessment of demurrage throughout the applicable period was unreasonable. Indeed, quite the contrary: the facts show that throughout the applicable period, NS' actions, and its assessment of demurrage was entirely reasonable and consistent with the reasonable terms of NS' demurrage tariffs.

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<sup>7</sup> The foregoing general complaints cited in Capitol's Opening Statement were not realleged in its Supplemental Opening Statement. Inasmuch as the S.O.S. does reallege certain generalized complaints but not others, it appears that Capitol does not wish to pursue the matters alleged in the O.S. but not the S.O.S. In any event, there is clearly no basis for any complaint as to those matters, as will be further discussed below.

Throughout its submissions, Capitol conspicuously fails to acknowledge that, as to both the Bishop Street (Atlanta) and Duluth facilities, Capitol entered into average demurrage agreements with NS' predecessor in which Capitol contractually agreed to be bound by all the applicable terms of the then-effective demurrage tariff and subsequent successor tariffs. *See Woods V.S.*, Exhibits 4 and 5. In those agreements, Capitol obligated itself to "*fully observe and comply with all the terms and conditions* of said rules as they are now published or may hereafter be lawfully modified by duly published tariffs, and [to] *make prompt payment of all demurrage charges accruing thereunder* in accordance with the average basis . . . ." *Id.* The tariffs in effect during the time that the demurrage charges at issue here were assessed — NS Tariffs 6004, 6004-A and 6004-B — are such duly published successors to that original tariff. *See Woods V.S.* at 3.<sup>8</sup>

Throughout the period at issue in this case, Capitol has failed to pay NS hundreds of thousands of dollars of accrued demurrage charges, and has otherwise failed to observe the terms of the tariff. As discussed in the Statement of Facts and in the verified statements of NS' witnesses, an important element of the tariffs is the requirement that in order to be allowed relief from assessed demurrage charges, a shipper must timely submit a written claim

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<sup>8</sup> There is, therefore, no basis for Mr. Traicoff's complaint, at p. 9 of his verified statement, that NS' tariffs are "unilaterally promulgated." Moreover, Mr. Traicoff's assertions (Traicoff V.S. at 6) that constructive placement is a concept unknown to Capitol until 1997 and something to which Capitol "never agreed" also are simply wrong. The demurrage tariff originally agreed to by Capitol when it voluntarily entered into its average agreement with NS' predecessor in 1986 included the concept of constructive placement. In fact, Mr. Marshall at one point explained this very fact to Capitol, and provided to Capitol copies of Capitol's average agreement and the early tariff provision discussing constructive placement. *See Marshall V.S.* at 4 and Exhibit 3.

as to any specific charge that is disputed. See Tariff 6004, Items 1205, 1210, 1215; Tariff 6004-A, Item 400; Tariff 6004-B, Item 400.

The requirement for submitting written claims for demurrage relief within a reasonable period and specifying the asserted grounds therefor is a universal feature of every demurrage tariff of which NS is aware, and the reasons for it are obvious. Because the circumstances under which relief from demurrage is permitted are limited largely to instances that can be shown to be the result of railroad error, and because the nation's railroads handle thousands upon thousands of individual cars every day, the requirement for timely, specific notice is not only reasonable but essential to ensure that disputes over demurrage charges are promptly raised, processed and resolved while memories regarding the circumstances surrounding the handling of specific cars are fresh and relevant documents and other evidence are most likely to be available and complete.

The requirement is not an onerous one. It was not concealed from Capitol; on the contrary, Capitol was specifically and repeatedly advised of it.<sup>9</sup> Capitol, however, simply ignored the requirement and decided instead to embark on a strategy of simply refusing to pay any and all demurrage charges whatsoever for years at a time,<sup>10</sup> while conclusorily complaining that any charge that is ever imposed must *per se* be due to NS' fault.

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<sup>9</sup> Moreover, the notice requirement is set forth not only in NS' demurrage tariff itself, but also in a demurrage brochure posted on NS' web site. See "Demurrage and Storage" at p. 5, available at [http://www.nscorp.com/nscorp/html/pdf/demurrage\\_faq.pdf](http://www.nscorp.com/nscorp/html/pdf/demurrage_faq.pdf).

<sup>10</sup> This strategy is apparent in Capitol's refusal to discuss payment of even a reduced demurrage assessment after NS voluntarily reexamined some of Capitol's bills and offered to eliminate some of the charges. See Marshall V.S. at 3.

Given Capitol's failure to provide NS with timely, factually-supported claims for relief from specific demurrage charges, as required by the applicable tariffs, there is no basis for Capitol's attempt now to demonstrate various "examples" of circumstances in which Capitol asserts the charges should not have been assessed, and it is neither necessary nor appropriate to attempt to address and refute each of the "examples" alleged in Capitol's statements. If the Board finds that the tariff requirement for submitting written and timely claims for demurrage relief is reasonable — and there is no basis for a claim to the contrary — then it necessarily follows that there is no basis for finding the assessment of those charges to be unreasonable. To permit a shipper to do what Capitol is seeking to do here — categorically refuse to pay all assessed demurrage charges that have accrued over a period of several years, refuse to provide timely, factually-supported written claims regarding individual disputed charges, and then, years later, seek to extrapolate from a few scattered and ancient "examples" of charges it now wants to dispute to justify comprehensive relief from hundreds of thousands of dollars worth of accrued charges — would simply permit shippers to defeat a basic requirement of demurrage tariffs and effectively eliminate that requirement from the tariff.<sup>11</sup>

In short, having voluntarily chosen to enter into an average agreement in 1986 contractually binding it to the relevant provisions of the then-applicable demurrage tariff and

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<sup>11</sup> The sole basis that Capitol relies on to assert that the few "examples" it cites should support comprehensive relief from all of NS' demurrage charges over the entire period of several years at issue is the bald assertion by Capitol's witnesses to the effect that Capitol simply has never held cars. *See* Mueller V.S. at 2 ("Holding rail cars is simply something we do not do and, again, except for extraordinary circumstances, we have never done."); Traicoff V.S. at 2 ("Except in extraordinary extremely rare circumstances, Capitol has never held cars that were spotted for unloading."). If such conclusory and self-serving assertions were all that is necessary for a shipper to summarily evade years' worth of demurrage charges, no carrier would ever collect demurrage from any shipper.

its successors — including, as just discussed, a requirement for timely, written claims — Capitol cannot seek relief from demurrage charges except in accordance with those requirements. *See Compass I Distribution Corporation—Petition for Declaratory Order*, Docket No. 39517, 1984 ICC LEXIS 203 (served October 15, 1984) (“The prerequisite[] to relief that claims be made within 30 business days, that certain data be furnished to the carrier, and that the pending demurrage be paid before the claim for its relief is made, are duties that the shipper voluntarily agreed to in exchange for the advantages of the average agreement. Having obtained the benefits, it may not now complain of its duties under the agreement.”)

Moreover, Capitol’s submissions are peppered with errors, misstatements, and mischaracterizations that further demonstrate that its claims are baseless. For example, Capitol repeatedly asserts that NS’ tariff does not provide for relief from demurrage if a delay results from events and conduct attributable to Norfolk Southern. *See* O.S. at 9; S.O.S. at 8. That is flatly wrong. NS’ tariff does, in fact, provide for relief from demurrage as a result of railroad error — *if*, that is, the shipper submits a timely and factually-supported written claim, something Capitol consistently either failed or refused to do throughout the years-long period relevant to this case. *See* Tariff NS 6004-B, Item 400.<sup>12</sup>

Even now, in the few scattered “examples” that Capitol improperly seeks to rely on years after the fact, there is no demonstration that any of those charges accrued as a result of errors on NS’ part. First, many of the “examples” Capitol cites are alleged examples of “bunching.” But the NS tariff specifically provides that bunching shall not be considered as railroad error. *See* Tariff NS 6004-B, Item 400. Not only is Capitol bound by that limitation,

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<sup>12</sup> *See also* footnote 8, above.

it is an entirely reasonable and appropriate one, in light of the nature of the railroad industry and the extent of a railroad's common carrier obligation. The nation's railroad infrastructure, of course, is a complex network full of interdependencies; Railroad A, carrying freight from point B to point C, may be affected by problems occurring at a far distant point D — problems having nothing to do with Railroad A and over which Railroad A has no control. That is why a railroad's common carrier obligation does not, and reasonably cannot, require it to provide its customers with precisely scheduled service.<sup>13</sup> In short, even under ideal circumstances, a railroad's transit times from a particular origin to destination can vary significantly, through no fault or "error" of the railroad. For that reason, it is entirely reasonable that bunching, which is the sometimes inevitable consequence of the normal operation of the nation's rail system, should not be considered railroad "error" so as to warrant relief from demurrage.

Other alleged "errors" by NS are no such thing. Several of NS' alleged "errors" asserted by Capitol are simply variations, some of them redundant, on complaints about NS' switching: Capitol complains that NS "failed to deliver and pick-up cars more than once a day," (S.O.S. at 11); "fail[ed] to maintain consistent switching times," (O.S. at 8); "unilaterally and arbitrarily observ[ed] a single switching time per day," (O.S. at fail[ed] to and "unilaterally and arbitrarily limit[ed] service to specified days of the week," (O.S. at 9).

NS' tariff does provide shippers the opportunity to seek relief from a demurrage charge that results from an occasional switch that is missed (again, *if* the shipper submits a timely and supported written claim, which Capitol never did). *See* Tariff NS 6004-B, Item 400.

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<sup>13</sup> Railroads are free, of course, to agree contractually to provide premium levels of service to customers as it chooses, but there is no such agreement between NS and Capitol.

However, the gravamen of Capitol's complaints about switching is not that NS sometimes has missed a daily switch, but that (1) NS has not provided Capitol with *more* than the standard one switch per weekday and that (2) there sometimes can be a variation of a few hours in the time of day that NS' switch is accomplished.

Neither point, even if true (and even if timely written claims had been submitted by Capitol, which they have not) would provide any basis whatsoever for relief from demurrage charges. First, as to the frequency of NS' switching. One switch per day is the standard of service provided to the vast majority of shippers, not only by NS but by all other major railroads. *Bailey V.S.* at 2. Indeed, for railroads to provide multiple switches per day as their standard service would increase the cost of rail transportation enormously. There is nothing inherent in NS' common carrier obligation, in its demurrage tariff, or in any other agreement that obligates NS to provide more than one switch per day to Capitol or that would render unreasonable *per se* the assessment of demurrage charges unless more than one switch per day were provided. Furthermore, NS has specifically advised Capitol that it could request additional switches but that Capitol likely would be charged for them. *Rasche V.S.* at 3. To NS' knowledge, after being so advised, Capitol has never requested an additional switch per day. *See Bailey V.S.* at 2; *Rasche V.S.* at 3.

Similarly, even if accepted as true for the sake of argument, a variation of a few hours in the time of day in which the daily switch is accomplished also would provide no basis for relief. First, NS' demurrage charges are accrued by the day, not by the hour. Second, again, there is nothing inherent in NS' common carrier obligation, in its demurrage tariff, or in any other agreement that obligates NS to guarantee that its daily switch occur at a specific fixed

time or that would render unreasonable the assessment of demurrage charges if the time of NS' daily switch is not absolutely the same every day. There is, of course, nothing to prevent NS from contracting with Capitol to provide a premium level of scheduled service above and beyond the level of service that is standard for NS customers, but NS has not done so.

Finally, related to Capitol's baseless complaints about NS' switching is the allegation that NS has failed to follow certain unspecified "verbal standing orders" by Capitol that NS deliver every Capitol-bound car to Capitol the moment it arrives at NS' yard. *See* Traicoff V.S. at 3; Mueller V.S. at 2-3. In its Supplemental Opening Statement, Capitol asserts that NS owes Capitol a "duty" to comply with these "verbal standing orders" which Capitol characterizes as a binding "agreement" between the parties that NS has "breached." *See* S.O.S. at 10.

There is no such "agreement" and NS has no such legal duty. First, the manager of NS' central yard operations in the Atlanta area is unaware of any such "verbal standing orders," nor of any contractual or legal obligation that would require NS to comply with any demand by Capitol that its cars be delivered instantaneously upon arrival in NS' yards. *See* Bailey V.S. at 2-3. Even if there were such "verbal standing orders," that would not relieve Capitol of its obligation to pay accrued demurrage charges pursuant to NS' tariff. NS' common carrier obligation is to provide adequate service upon reasonable request. *See National Starch and Chemical Corp. v. Atchison Topeka and Santa Fe Ry. Co.*, Docket No. 40365, 1992 ICC LEXIS 104 at \*12 (I.C.C. served May 27, 1992). The entirely reasonable, standard level of service available to all NS customers served through the same yards as

Capitol is one switch per weekday.<sup>14</sup> NS' common carrier duty does not, and cannot, require NS to single out and elevate to a premier position the handling of the cars of a single customer — at the expense of dozens of other NS customers — just because that customer verbally "orders" it to. That Capitol is entitled to and receives the standard level of daily service provided to other NS customers, and not a premium service beyond it that Capitol does not pay for and has not requested, *see* Rasche V.S. at 3; Bailey V.S. at 2, provides no basis for Capitol to assert that the assessment of demurrage charges as they routinely accrue in the normal course of business is in any way unreasonable.

#### CONCLUSION

The Board should find that NS' demurrage rates and the method by which NS calculates demurrage are reasonable and that NS' assessment of the demurrage charges at issue in this case is not an unreasonable practice.

Respectfully submitted,



Richard A. Allen  
Scott M. Zimmerman  
Adam F. Hulbig  
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George A. Aspatore  
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CORPORATION**  
Three Commercial Place  
Norfolk, Virginia 23510-2191  
(757) 629-2657

*Attorneys for  
Norfolk Southern Railway Company*

June 24, 2002

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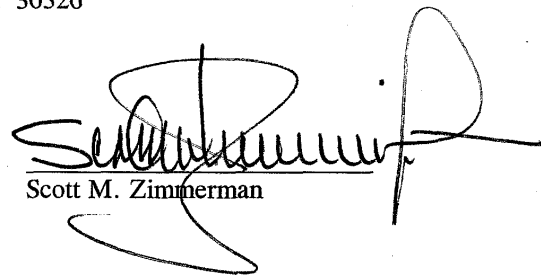
<sup>14</sup> As Mr. Bailey notes, a certain few large NS customers receive more than one switch per day, but they pay for that extra service. *See* Bailey V.S. at 2.

**CERTIFICATE OF SERVICE**

I certify that on June 24, 2002, a true copy of "Reply Statement of Norfolk Southern  
Railway Company" was served by overnight delivery upon:

Ira L. Rachelson  
Rachelson & White, P.C.  
Suite 425, Glenridge Highlands One  
5555 Glenridge Connector  
Atlanta, Georgia 30342

Bruce E. Mitchell  
Mitchell & Associates  
3390 Peachtree Road  
Suite 520  
Atlanta, Georgia 30326



Scott M. Zimmerman

A

BEFORE THE  
SURFACE TRANSPORTATION BOARD

STB Docket No. 42068

CAPITOL MATERIALS INCORPORATED —  
PETITION FOR DECLARATORY ORDER – CERTAIN RATES AND  
PRACTICES OF NORFOLK SOUTHERN RAILWAY COMPANY

---

**VERIFIED STATEMENT OF BRENT BAILEY**

---

My name is Brent Bailey. I am the Manager of Norfolk Southern Railway Company's Central Yard Operations ("CYO"), located at 125 Spring Street, SW, Atlanta, Georgia. I have held this position since April 2001 and have worked in the rail industry for 28 years on a continuous basis. In my capacity as Manager, I supervise 55 union personnel charged with overseeing all train movements and issuing constructive placement notices to customers. In addition, these personnel maintain the railroad's demurrage records.

I am authorized by Norfolk Southern to make this Verified Statement in support of our Reply Statement in the above-captioned proceeding.

Norfolk Southern provides rail service to Capitol Materials at its two facilities located at 3300 North Star Boulevard, Duluth, Georgia (the "Duluth facility"), and 464 Bishop Street, Atlanta, Georgia (the "Bishop Street facility"). Cars destined for the Bishop Street facility are handled through NS' South Yard in Atlanta; cars destined for the Duluth facility are handled through NS' Chamblee Yard.

At its Duluth facility, Capitol's lead track has room for six cars, and the facility can receive actual placement of five or six cars at one time. At its Bishop Street facility, Capitol's lead track is capable of holding ten cars, but only four cars are capable of being received for unloading, and thus actually placed, at one time.

NS provides both Capitol facilities with one switch every weekday, during which empty cars are pulled and loaded cars are spotted. The switching crew generally arrives at Duluth between 11:00 a.m. and 1:00 p.m. The switching crew typically arrives at the Bishop Street facility between 1:00 p.m. and 3:00 p.m. The switching crews take loaded cars awaiting delivery from the yard to the facility, remove unloaded empties and return them to the yard, and leave the loaded cars in their place.

Apart from a few very large customers who pay a premium for extra switches, one switch every weekday is standard service for the vast majority of NS' customers and, to my knowledge, is typical of other railroads as well. To my knowledge, Capitol Materials has never requested an extra switch with respect to either the Bishop Street facility or the Duluth facility.

Including Capitol Materials, NS serves approximately 15 customers through Chamblee Yard and 75 customers through South Yard. I am not aware of any outstanding service problems with these customers at this time.

In its opening submission and its supplemental opening submission in this proceeding, Capitol asserts that it has given NS "verbal standing orders" to immediately deliver all Capitol-bound rail cars as soon as they arrive in NS' rail yard. I am not aware of any such "verbal standing orders," but whatever Capitol means by that phrase, I have no knowledge of any contractual or legal obligation for NS to comply with any demand by Capitol that its cars be delivered instantaneously upon arrival in NS' yards. As I noted above, one switch per day is the

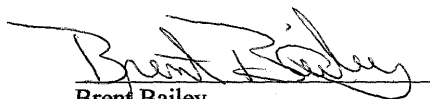
standard for the vast majority of NS customers, and as far as I know, Capitol has no agreement with NS that would obligate NS to provide any more dedicated frequency of service. And although NS strives for as much consistency as possible in the timing of its daily switch for Capitol and all NS' other customers, I am unaware of any contract or agreement between Capitol and NS that binds NS to any precise or uniform switching schedule so as to preclude the imposition of demurrage if violated.

**VERIFICATION**

I, Brent Bailey, verify under penalty of perjury that the foregoing is true and correct.

Further, I certify that I am qualified and authorized to file this verified statement.

Executed on June 14, 2002.

  
Brent Bailey



BEFORE THE  
SURFACE TRANSPORTATION BOARD

STB Docket No. 42068

CAPITOL MATERIALS INCORPORATED —  
PETITION FOR DECLARATORY ORDER – CERTAIN RATES AND  
PRACTICES OF NORFOLK SOUTHERN RAILWAY COMPANY

---

**VERIFIED STATEMENT OF STEPHEN B. MARSHALL**

---

My name is Stephen B. Marshall. I am a National Account Manager for Norfolk Southern Railway Company, located at 185 Spring Street, SW, Atlanta, Georgia. I have held this position since 1995 and have worked for Norfolk Southern's Sales and Marketing department for twenty-five years. In my capacity as a National Account Manager, my primary obligation is to maintain and increase sales for transportation services in the metals and construction industry. Larry Rasche, who also is submitting a verified statement in support of NS' reply in this proceeding, was my supervisor from approximately 1995 through 2000.

I am submitting this verified statement in support of Norfolk Southern's Reply Statement in the above-captioned proceeding.

Since before I assumed my present position in 1995, Norfolk Southern has provided rail service to Capitol Materials, a distributor of gypsum wallboard. NS handles the commodity traffic from Capitol's suppliers to Capitol's Bishop Street (Atlanta) facility and its Duluth, GA facility. The transportation is provided at single carload rates that are typically prepaid by the consignor. With regard to the Atlanta facility, after the wallboard is unloaded from the rail

cars, it is transported by truck to Capitol's construction customers. The Duluth facility receives only occasional inbound shipments. The purchase of wallboard by the construction industry is a cyclical process, meaning there are months where Capitol orders large numbers of cars and months where they order very few. Most, if not all, of the rail cars delivered to Capitol's facilities are not owned by NS. Accordingly, NS incurs a direct out-of-pocket cost liability to the car owner, in the form of per diem payments, for every day the cars are detained by Capitol.

My involvement with Capitol Materials began in September 1998, at which time I was asked by our Revenue Accounting Department to take up the issue of Capitol's outstanding demurrage bills. For this purpose, I was referred to Jeff Traicoff, Operations Manager at Capitol's Atlanta facility. Mr. Traicoff and I subsequently engaged in numerous discussions regarding his demurrage bills. Between November and December of 1998, we had at least two meetings, in the course of which I explained NS' demurrage procedures and the specific charges that Capitol's Atlanta facility had accrued. Mr. Traicoff generally disputed every charge and adamantly refused to offer any payment. He primarily alleged that Norfolk Southern had never instructed him about the mechanics of constructive placement and he claimed to be unaware that the demurrage clock starts at the first 12:01 a.m. after constructive placement. Mr. Traicoff also complained generally about missed switches and run-arounds (where recently delivered cars are placed before earlier delivered cars).

It is my understanding that, to that point, Mr. Traicoff had never filed any written claims as to specific demurrage charges contested by Capitol. At a meeting with Mr. Traicoff on November 13, 1998, although we discussed a few isolated examples of what Mr. Traicoff

believed were errors in NS' demurrage charges, Mr. Traicoff asserted that he didn't have time to prove NS wrong every month. He asserted that NS' demurrage bills were "a joke" and refused to pay *any* accrued charges.

Despite the fact that Mr. Traicoff had never filed any written claims with NS, as required by its published tariff, I told him that NS would be willing to make adjustments to his bill, provided that he give us supporting documentation. By the end of January 1999, Mr. Traicoff had not produced any such documentation. Norfolk Southern, however, in an attempt to equitably settle the matter, conducted an extensive review of Capitol's Bishop Street (Atlanta) account. We extended Mr. Traicoff every benefit of the doubt, and, in a good faith gesture in order to resolve the dispute, our Accounting Department adjusted certain then-outstanding demurrage charges downward from \$26,480 to \$13,190. When I called to tell Mr. Traicoff about the adjustment, he refused to discuss the matter on the phone.

I further set forth NS' voluntary adjustment in a letter to Mr. Traicoff dated March 15, 1999, a copy of which is attached to this statement as Exhibit 1. In that letter, I reiterated that he had not presented NS with any factually supported disputes, and requested payment of the downward-adjusted amount of the then-outstanding demurrage charges before March 26. Also on March 15, 1999, I offered Mr. Traicoff the telephone number of my supervisor in the sales department, Larry Rasche, to discuss these issues further. I did not speak with Mr. Traicoff again. It is my understanding that even that voluntarily-adjusted assessment has never been paid.

With regard to Capitol Materials' Duluth facility, I called and left messages for Tom Mueller, the General Manager, on numerous occasions beginning in November of 1998. I did

not receive a call back from Mr. Mueller until March 17, 1999, after I had called him again that morning. As I had done with Mr. Traicoff, I told Mr. Mueller about Norfolk Southern's demurrage procedures and the resulting charges owed by Capitol Materials. Mr. Mueller objected to the charges, claiming that Capitol had an agreement with NS that specified actual placement, rather than constructive placement, as the beginning of the 'free time' calculation.

I later confirmed that there is no such agreement. In fact, I confirmed that, quite to the contrary, Capitol in 1986 had entered into an Average Agreement with NS' predecessor, Southern Railway, as to both the Bishop Street (Atlanta) and Duluth facilities, and that the applicable tariff specifically provided for constructive placement. I sent Mr. Mueller a fax on March 17, 1999 (attached to this statement as Exhibit 2), following our telephone conversation that day, in which I pointed out that the applicable tariff provisions provided for constructive placement as the appropriate beginning of the "free time" calculation. I further pointed out that NS had received no factually supported disputes as to any of the Duluth facility's demurrage charges and urged Mr. Mueller to submit any disputes with supporting documentation. I am not aware that any such documentation was ever received.

I sent Mr. Mueller a further memo by fax on March 24, 1999 (Exhibit 3 to this statement). There, I reconfirmed to Mr. Mueller that NS' Customer Accounting office had no record of any factual dispute having been received from Capitol since before 1997, and related to him the understanding of the Customer Accounting office that he had failed to return numerous phone calls inquiring about Capitol's unpaid demurrage bills dating back to 1997. I additionally attached to that fax a copy of the 1986 Average Demurrage Agreement executed by Capitol and various provisions of the applicable demurrage tariff showing the applicability

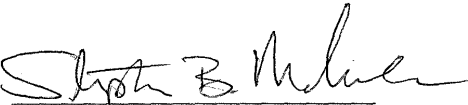
of constructive placement. Finally, I sent Mr. Mueller yet another fax the next day, March 25, 1999 (Exhibit 4 to this statement), describing other relevant provisions of the demurrage tariff to which Capitol agreed to be bound under its Average Agreement, and attaching those additional excerpts. Those provisions pointed out, among other things, that credits could only be used in the month they are earned, credits could only offset the first four debit days, allowance for bunching is not permitted under Average Agreements (except under certain limited circumstances), and the railroad will make no payment for excess credits.

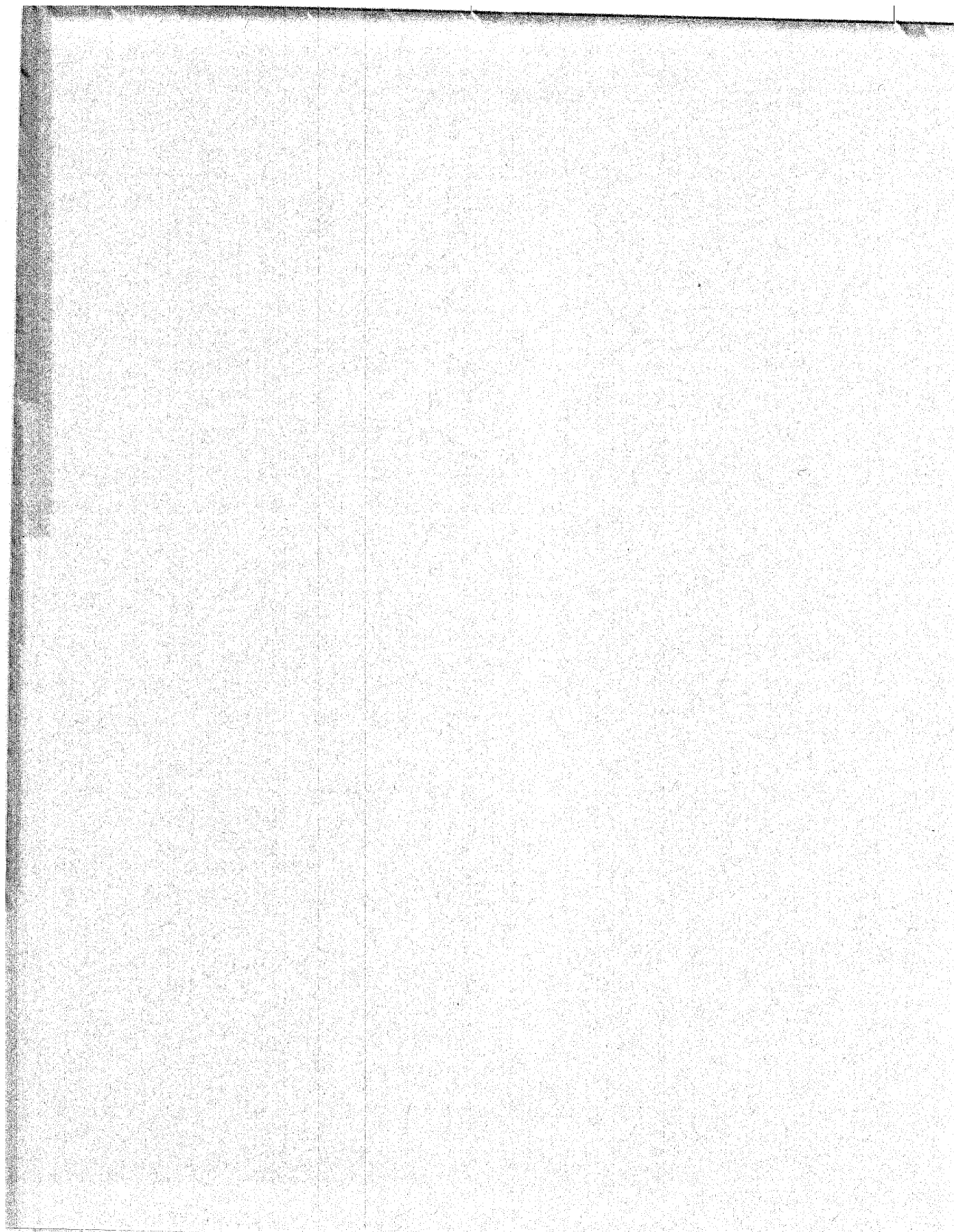
From that point forward, my supervisor, Larry Rasche, followed up with Mr. Mueller.

**VERIFICATION**

I, Stephen B. Marshall, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on June 19, 2002.

  
Stephen B. Marshall



Marshall V.S.  
Exhibit 1

Mar 16 '99 12:17 P.01/01



Norfolk Southern Corporation  
185 Spring Street, S.W.  
Atlanta, Georgia 30303  
404 529-1886 / 800 847-8870  
404 527-3499 FAX

Stephen B. Marshall  
National Account Manager

March 15, 1999

Mr. Jeff Traicoff  
Capitol Materials, Inc.  
Atlanta, Georgia

Via Telecopier 404/350-9381

Dear Jeff:

As per our phone conversation today, what I had to convey and what you refused to discuss was that your current demurrage bill of \$26,480 has been reduced by our Customer Accounting Department by \$13,190. This brings a new total of \$13,290. Our department has extended your account every benefit of the doubt from possible missed switches to what we refer to as "run arounds."

Without any factually supported disputes on your part, NS feels quite justified in demanding the balance of \$13,290 for demurrage bills dating back to 1997. Accordingly, if payment is not received before March 26, the Capitol Materials' account at Atlanta will be referred to our Credit Department. The likely result will be that your account will go on deposit. This normally means all inbound carloads will not be delivered until the demurrage charges are paid.

Another visit to your office, as you suggested, is, in my opinion, unwarranted since I have visited you twice before on the same matter.

Should you wish to speak with my supervisor, please feel free to call Larry Rasche at 404/527-3151.

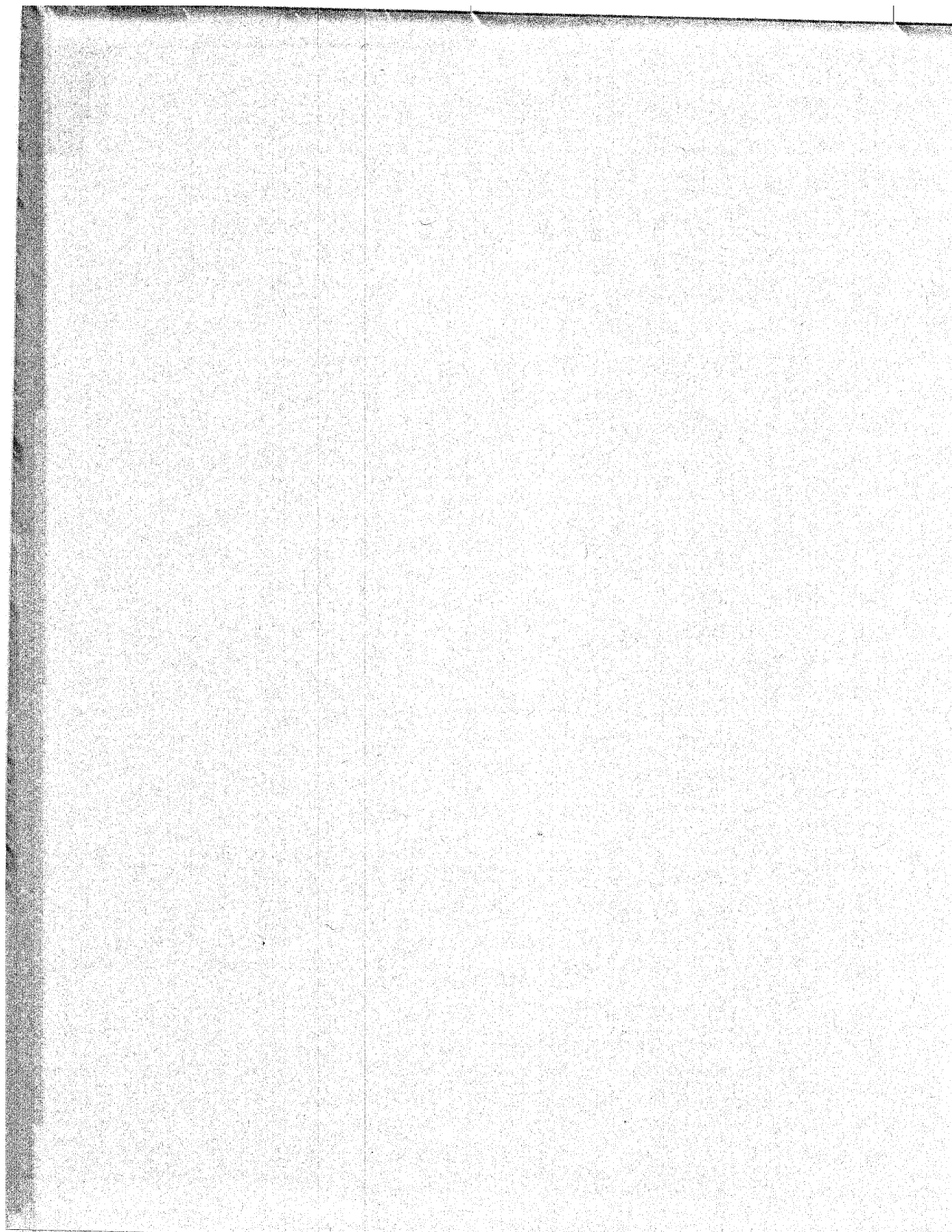
Sincerely,

A handwritten signature in dark ink, appearing to read "SB Marshall".

Steve B. Marshall

SBM:bp

cc: L. T. Rasche via Telecopier 404/527-3499  
Attn: Lyric, Customer Accounting  
via Telecopier 404/527-2900



**Marshall V.S.  
Exhibit 2**

Mar 17 '99 18:11 P.01/02

## NS Fax ...

**Norfolk Southern Corporation**  
185 Spring Street, S.W.  
Atlanta, Georgia 30303



**DATE:** March 17, 1999 **TIME:** 5:09 PM  
**TO:** Tom Mueller, Capitol Materials, Duluth, GA  
**PHONE:** 770-476-4311  
**FAX:** 770-497-9184  
**FROM:** Steve Marshall, Norfolk Southern Sales  
**PHONE:** 404-529-1886  
**FAX:** 404-527-3499  
**RE:** Our phone conversation of 3/17/99 about unpaid and undisputed demurrage bills.  
**FILE:** DEMURRAGE03.DOC  
**CC:** Lyric Harbin 404-527-2900; Joe Osborne 540-985-6772; Larry Rasche

**Number of pages including cover sheet: [2]**

**MESSAGE:**

On several occasions over the last few months I have tried unsuccessfully to reach you although I have left messages each time. Your recent return of my call this morning was much appreciated and extremely important.

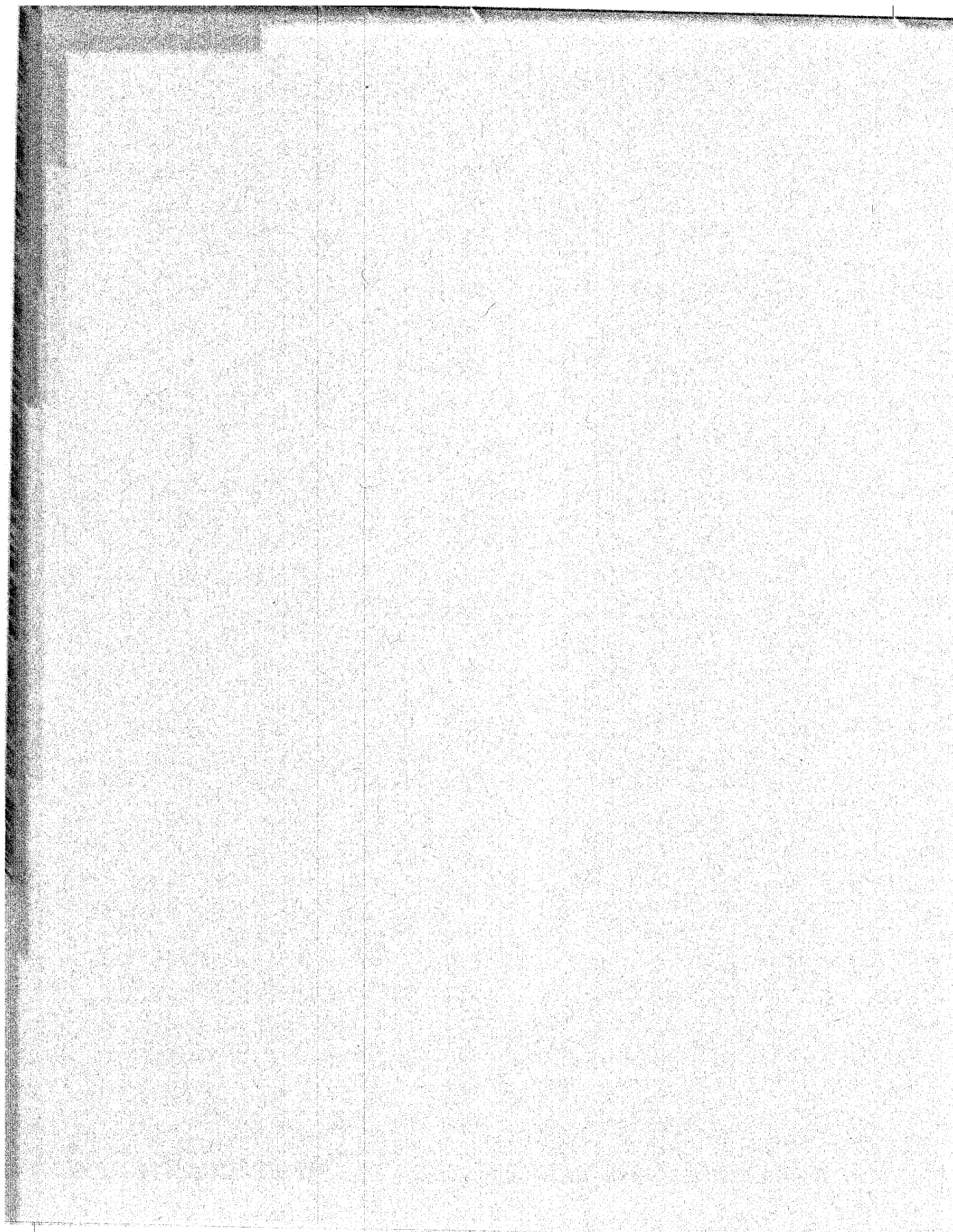
As we discussed, the Capitol Materials account at Duluth, as opposed to Atlanta, has a very serious demurrage issue with outstanding bills totaling over \$32,000. Unfortunately, our Customer Accounting department has neither payment nor any factually supported disputes of these bills. Under these circumstances, the accounting department has no choice but to forward your account to our Credit department on March 26 who will mostly likely place your account on deposit. This means your carloads would not be delivered until the account is clear. This, of course, is not what we prefer to do. However, with neither payment nor reasons for non-payment, we have little choice.

Your comments to me this morning, that you have an agreement with NS which specifies "actual placement" rather than "constructive placement" as the beginning of free time calculation has, at this time, been unsubstantiated with our contracts department. In fact, all our records indicate your account recognizes only the provisions in the General Car Demurrage Rules and Charges as in Tariff RPS 6004. This publication specifically cites "constructive placement" as the appropriate beginning of free time calculation, making the bills valid as calculated.

Mar 17 '99 18:11 P.02/02

Naturally, should you be able to locate the agreement you referred to, NS would certainly respect any and all provisions it has contracted to. However, if you are not able to find the agreement, I strongly urge you compile some data to support any disputes you may have and send it to us before March 26. This data should refer to demurrage caused by NS such as days when you could have but didn't receive switches or when NS delivered older cars instead of newer cars that were available. Once we have received some factually based disputes on specific cars, we will try to afford you extra time to complete your efforts on the remaining bills. If you need more data on these bills, we will be happy to provide whatever we can.

Your efforts to resolve the issue are appreciated. NS doesn't wish to interrupt rail service if at all possible.



Marshall V.S.  
Exhibit 3

Mar 24 '99 15:29 P.06/06

## NS Fax ...

Norfolk Southern Corporation  
185 Spring Street, S.W.  
Atlanta, Georgia 30303



DATE: March 24, 1999 TIME: 2:10 PM  
TO: Tom Mueller, Capitol Materials, Duluth, GA  
PHONE: 770-476-4311  
FAX: 770-497-9184  
FROM: Steve Marshall, Norfolk Southern Sales  
PHONE: 404-527-1886  
FAX: 404-527-3499  
RE: My fax to you of 3/17/99 about unpaid and undisputed demurrage bills.  
FILE: DEMURRAGE04.DOC  
CC: Lyric Harbin, 404-527-2900; Ted Taylor, 540-985-8772; Larry Rasche

Number of pages including cover sheet: [6]

### MESSAGE:

I received your fax of 3/22 indicating you have had prior conversations with our Judy Owens and others that shared your view that demurrage time should be calculated from actual not constructive placement.

I have spoken with Judy Owens who handled your account several years ago and, although she remembers you and the account, she recalls no conversation about actual versus constructive placement. Our Customer Accounting office, who issues the demurrage bills on a monthly basis and whose name and number appear on each bill for any inquiries, has no record of this or any factual dispute from your company since before 1997. Our Customer Accounting office also claims you have not returned numerous telephone inquiries on these overdue bills dating back to 1997.

Earlier you claimed to have a contract with NS stating that "actual placement" not "constructive placement" was the applicable start time for demurrage. Attached is a copy of your Average Demurrage Agreement executed in February of 1986. It clearly shows Freight Tariff No 6004 as the applicable document for calculating demurrage. I have also included, for your convenience, two pages from that Demurrage Tariff 6004. The first page identifies "placement or proper notification" as the proper start time for computing demurrage (Item 610). The second page defines Constructive Placement and its requirement for notification (Item 545). There appears no question that your 48 hours free time starts at 12:01 AM after cars are constructively placed. There are no contracts with Capital Materials that show otherwise.

Your recent fax also requested records on your inbound cars for the last four months. Since you are on an Average Demurrage Agreement, all of your car's records are sent to you each month when you receive your demurrage bill. Regardless, for your convenience, I will have another copy of all these bills with car records sent to you in overnight mail tonight. I urge you to review these bills quickly for payment or detailed dispute as the March 26 deadline is fast approaching.

If there is anything else I can do to help, please let me know.

3696/5233

AGREEMENT

February 1 19 86

TO AGENT SOUTHERN RAIL WAY COMPANY

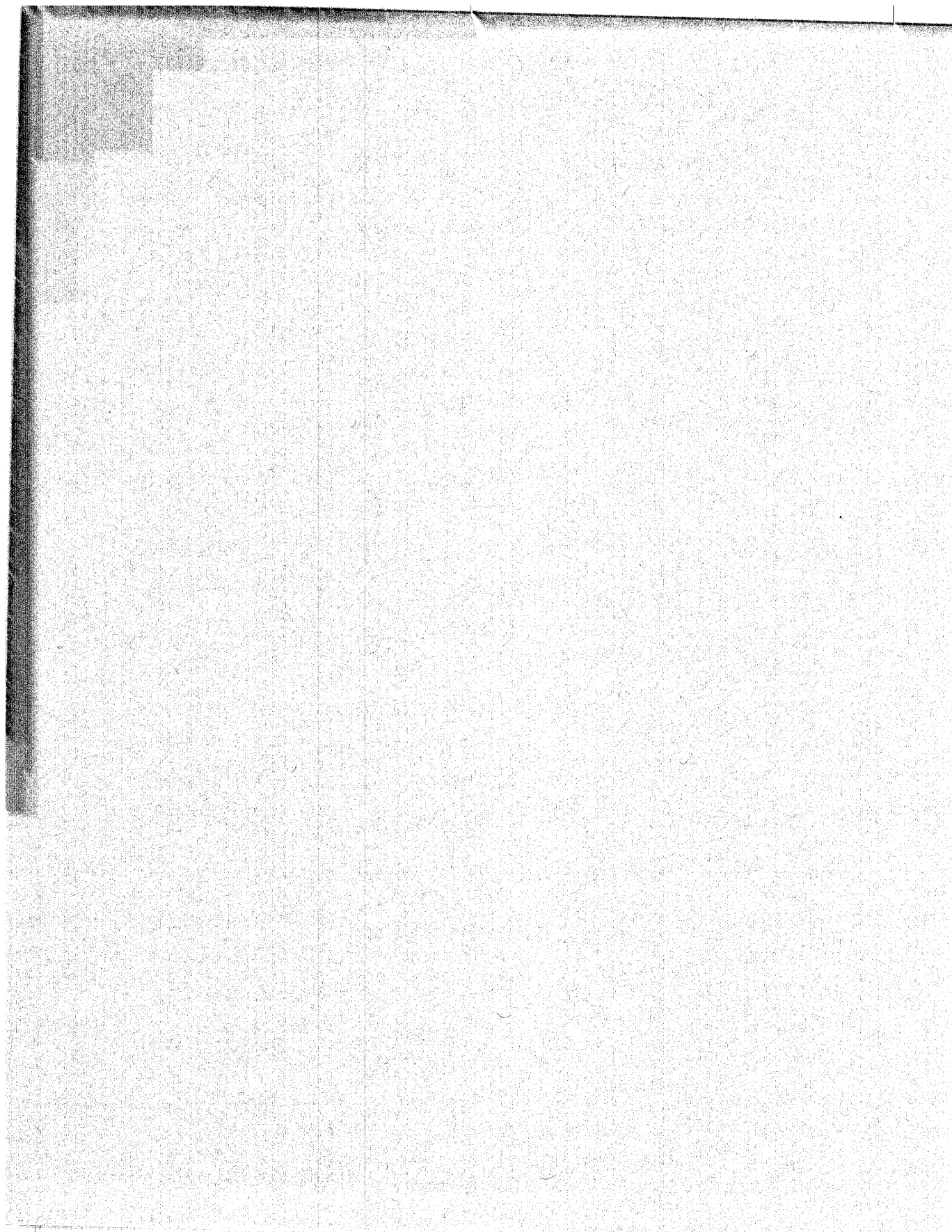
Being fully acquainted with the terms, conditions and effect of the average basis for settling  
 for detention of cars, as set forth in Agent H.J. Positano Freight Tariff No. PHJ-6004-0, ~~XXXX~~  
 RE. \_\_\_\_\_, supplements thereto or successive issues thereof, being the car demurrage rules  
 governing at all stations and sidings on the lines of said rail way company, except as shown in  
 said tariff, and being desirous of availing ourselves of this alternate method of settlement, we  
 do expressly agree to and with the SOUTHERN Rail WAY Company  
 that with respect to all cars which may, during the continuance of this agreement, be handled for  
 our account at ATLANTA, GA, we will fully observe and comply with all the terms  
 and conditions of said rules as they are now published or may hereafter be lawfully modified by  
 duly published tariffs, and will make prompt payment of all demurrage charges accruing thereunder  
 in accordance with the average basis, as therein established, or as hereafter lawfully modified  
 by duly published tariffs.

This agreement to be effective on and after the 1st day of February 19 86,  
 and to continue until termination by written notice from either party to the other, which notice shall  
 become effective on the first day of the month succeeding that in which it is given, except that  
 for any failure or refusal to pay charges lawfully accruing under this agreement, it may be termi-  
 nated as of the date of written notice of termination.

CAPITOL MATERIAL, INC.By D. A. White Asst. Gen. Mgr.  
Name TitleApproved and accepted this 1st day of February 19 86 by and on behalf of theabove named rail Company company.B. J. Williams, Agents

| PART I<br>GENERAL CAR DEMURRAGE RULES AND CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | PART I<br>GENERAL CAR DEMURRAGE RULES AND CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| SECTION 500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | SECTION 500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>ITEM 500</b><br><b>GLOSSARY OF TERMS</b><br><p>For the purpose of applying rules in Part I of this tariff, the following are defined and shall govern.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>ITEM 530</b><br><b>CONSIGNOR</b><br><p>The party in whose name cars are ordered and/or the party who furnishes this railroad forwarding directions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>ITEM 505</b><br><b>PUBLIC DELIVERY TRACK</b><br><p>Any accessible track open to the general public for loading or unloading.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>ITEM 535</b><br><b>CONSIGNEE</b><br><p>The party to whom a shipment is consigned and/or the party entitled to receive the shipment.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>ITEM 510</b><br><b>OTHER THAN PUBLIC DELIVERY TRACK</b><br><p>Any railroad track or portion of a track assigned for individual use or for joint use, including privately owned or leased tracks.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>ITEM 540</b><br><b>ACTUAL PLACEMENT</b><br><p>Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>ITEM 515</b><br><b>PRIVATE TRACK</b><br><p>A track outside of this railroad's right-of-way, yard and terminals, and of which this railroad does not own, either rails, ties, roadbed or right-of-way. When a track or portion thereof owned or operated by this railroad is assigned to the purpose of its user through a written agreement, such lease or agreement will be considered as equivalent to ownership and the track or portion thereof treated as a private track. A track or portion thereof will be considered the private track of each of two or more parties when written consent has first been obtained from this railroad for such joint use of its track which has been assigned through a written lease or written agreement or when written notice of such joint use has been furnished this railroad by the owner of a private track prior to actual placement of a car for account of any joint user of the track.</p>                                                                                                                                                                                                                                                | <b>ITEM 545</b><br><b>CONSTRUCTIVE PLACEMENT</b><br><p>1. When a car consigned or ordered to a private track, an industrial interchange track, or an other-than-public delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at destination, or if it cannot reasonably be accommodated there, at an available hold point and notice shall be sent or given the consignor or consignee that the car is held (naming the hold point if not held at destination) and that this railroad is unable to effect placement; however, if car is placed on the private track, industrial interchange track or other-than-public delivery track serving the consignor or consignee, the car shall be considered constructively placed without notice.</p> <p><b>EXPLANATION OF REFERENCE MARKS</b><br/>         For account of Consolidated Papers, Inc at Biron, Wisconsin Rapids and Stevens Point, WI when in connection with WC, notification as described in Section 1300 shall constitute constructive placement notice.</p> |
| <b>ITEM 520</b><br><b>PRIVATE CAR</b><br><p>A private car is a car bearing other than railroad reporting marks and which is not a railroad-controlled car.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>ITEM 550</b><br><b>CARS ACTUALLY OR CONSTRUCTIVELY PLACED AT EXACTLY 7:00 A.M. (NOT APPLICABLE IN CONNECTION WITH NORFOLK SOUTHERN RAILWAY COMPANY)</b><br><p>When cars are actually or constructively placed at 7:00 A.M., the time shall be computed from the same 7:00 A.M.; and placement shall be determined by the precise time the engine cuts loose.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>ITEM 521</b><br><b>RAILROAD-CONTROLLED CARS</b><br><p>A railroad-controlled car is a car provided to a railroad directly, by car companies or others, for indiscriminate use by the railroad in serving any of its customers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>ITEM 551</b><br><b>CARS ACTUALLY OR CONSTRUCTIVELY PLACED AT EXACTLY 12:01 A.M. (APPLICABLE ONLY IN CONNECTION WITH NORFOLK SOUTHERN RAILWAY COMPANY)</b><br><p>When cars are actually or constructively placed at 12:01 A.M., the time shall be computed from the same 12:01 A.M.; and placement shall be determined by the precise time the engine cuts loose.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ITEM 525</b><br><b>HOLIDAYS</b><br><p>Whenever reference is made to "holidays", it shall mean only the days listed below:<br/>         New Year's Day - January 1 (See Note 1, this item)<br/>         Washington's Birthday - Third Monday of February<br/>         Good Friday - Friday before Easter Sunday (See Note 2, this item)<br/>         Memorial Day - Last Monday of May<br/>         Independence Day - July 4 (See Note 1, this item)<br/>         Labor Day - First Monday of September (See Note 1, this item)<br/>         Thanksgiving Day - Fourth Thursday of November<br/>         Friday after Thanksgiving - Fourth Friday of November (See Note 2, this item)<br/>         Christmas Eve - December 24 (See Notes 1 and 2, this item)<br/>         Christmas Day - December 25 (See Note 1, this item)<br/>         New Year's Eve - December 31 (See Notes 1 and 2, this item)</p> <p><b>EXPLANATION OF NOTES</b><br/>         1. When this date occurs on a Sunday, the following Monday will be observed as the holiday.<br/>         2. Applicable only in connection with the Union Pacific/Missouri Pacific Railroad and the Camas Prairie Railroad Company.</p> | <b>ITEM 555</b><br><b>TIME TO BE OBSERVED</b><br><p>In the application of these rules, the time to be properly applied is the time, daylight saving time or standard time, lawfully in effect in the community where the car is held.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| PART I<br>GENERAL CAR DEMURRAGE RULES AND CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | PART I<br>GENERAL CAR DEMURRAGE RULES AND CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| SECTION 600                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | SECTION 600                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>ITEM 600</b><br><b>FREE TIME</b><br><p>This section contains provisions for free time, or describes the circumstances under which no free time will be allowed, as applicable to each car.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>ITEM 620</b> <i>CONT'D</i><br><b>CARS RECEIVED UNDER LOAD AND HELD FOR FORWARDING DIRECTIONS</b><br><p><del>1-30</del> On loaded cars received from another railroad and held by this railroad for forwarding directions or other disposition, demurrage will be assessed from the first 7:00 A.M. after receipt, without free time allowance and without notice, until proper forwarding directions or other disposition is furnished, except that cars received between 5:00 P.M. and 7:00 A.M. will not be subject to demurrage if disposition or forwarding directions are received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays.</p> <p><del>2-30</del> On loaded cars received from another railroad and held by this railroad for forwarding directions or other disposition, demurrage will be assessed from the first 12:01 A.M. after receipt, without free time allowance and without notice, until proper forwarding directions or other disposition is furnished, except that cars received between 5:00 P.M. and 7:00 A.M. will not be subject to demurrage if disposition or forwarding directions are received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays.</p> <p><b>EXPLANATION OF REFERENCE MARKS</b><br/> 1 Not applicable in connection with Norfolk Southern Railway Company.<br/> 2 Applicable only in connection with Norfolk Southern Railway Company.</p>                                                                                                                                                                                                                                                            |
| <b>ITEM 610</b><br><b>FREE TIME</b><br><p>Free time as designated will be allowed for each car:</p> <p><b>FORTY-EIGHT (48) HOURS</b></p> <p><del>37</del> 1. Complete unloading as defined in Section 1100.<br/> <del>38</del> 1. Partial or complete unloading as defined in Section 1100.<br/> <del>38</del> 2. Partial or complete loading as defined in Section 1000.<br/> <del>38</del> 3. Partial unloading and reloading.</p> <p><b>TWENTY-FOUR (24) HOURS</b></p> <p><del>37</del> 1. Partial or complete loading as defined in Section 1000.<br/> <del>37</del> 2. Partial unloading as defined in Section 1100.<br/> <del>37</del> 3. Partial unloading and reloading.<br/> 4. Loading or unloading all commodities handled in intraplant switching service as defined in the switching or other tariffs of this railroad and will include "set-back service" as defined in tariffs of this railroad.<br/> 5. Diversions, Reconsignments or Reshipment.<br/> 6. Held in transit:<br/> a. On order of consignor, consignee or owner of the freight.<br/> b. For surrender of order notify bill of lading or payment of lawful charges.<br/> c. Grain inspection—Exception: See Item 1220.<br/> d. Freight in bond for customs entry, Government inspection, or certification.</p> <p>1 Free time will be computed from the first 7:00 A.M. after placement, or after proper notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.<br/> 2 Free time will be computed from the first 12:01 A.M. after placement, or after proper notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.</p> <p><b>EXPLANATION OF REFERENCE MARKS</b><br/> 1 Not applicable in connection with Norfolk Southern Railway Company.<br/> 2 Applicable only in connection with Norfolk Southern Railway Company.</p> | <b>ITEM 625</b><br><b>ONE CAR-TWO CARLOAD SHIPMENTS, AND MORE THAN ONE CONSIGNOR OR CONSIGNEE</b><br><p><del>37</del> When a car is held for loading or unloading two or more carload shipments by more than one consignor or consignee at the same station, each consignor or consignee shall be allowed a total of twenty-four (24) hours free time to load or forty-eight (48) hours free time to unload, completely free of any interference by the other consignor or consignee.</p> <p><del>38</del> When a car is held for loading or unloading two or more carload shipments by more than one consignor or consignee at the same station, each consignor or consignee shall be allowed a total of forty-eight (48) hours free time to load or forty-eight (48) hours free time to unload, completely free of any interference by the other consignor or consignee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>ITEM 615</b><br><b>EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED</b><br><p>When empty cars are ordered or appropriated but not used in transportation service, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from the date and time of actual or constructive placement or appropriation until released, with no free time allowance.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>ITEM 630</b><br><b>CARS MOVING FROM INITIAL POINT OF LOADING OR UNLOADING (SEE NOTE 1)</b><br><p><del>37</del> When a car placed for loading or unloading (other than for intraplant service), whether or not partly loaded or partly unloaded at initial point, is moved by railroad or private power to another point within the confines of the same industry, or to another point in the same public delivery yard, or to a track of this railroad for subsequent return to the same industry or public delivery yard for completion of loading or unloading; twenty-four (24) hours free time for completion of loading or forty-eight (48) hours for completion of unloading shall be allowed for the entire transaction; except that, when this railroad makes a charge for such movement, the time incident thereto shall not be computed against the car.</p> <p><del>38</del> When a car is placed for loading or unloading (other than for intraplant movement), whether or not partly loaded or partly unloaded at initial point is moved by railroad or private power to another point within the confines of the same industry or to another point in the same public delivery yard; or to a track of this railroad for subsequent return to the same industry or public delivery yard for completion of loading or unloading, forty-eight (48) hours free time for completion of loading or unloading shall be allowed for the entire transaction; except that when this railroad makes charge for such movement the time incident thereto shall not be computed against the car.</p> <p><b>EXPLANATION OF NOTES</b><br/> 1. This item does not apply to private cars removed from private tracks.</p> |
| <b>ITEM 620</b><br><b>CARS RECEIVED UNDER LOAD AND HELD FOR FORWARDING DIRECTIONS</b><br><p><del>38-73</del> On loaded cars received from another railroad, or loaded private cars received from private tracks, and held by this railroad for forwarding directions or other disposition, time will be computed from the first 7:00 A.M. after they are received and without free time allowance until proper forwarding directions or other disposition, is furnished except that cars received between 5:00 P.M. and 7:00 A.M. will not be subject to demurrage if disposition or forwarding directions are received prior to the following 12:00 Noon, exclusive of Saturdays, Sundays or holidays.</p> <p><i>CONT'D IN NEXT COLUMN</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



**Marshall V.S.  
Exhibit 4**

Mar 25 '99 13:56 P.01/03

## Norfolk Southern Corporation

185 Spring Street, S.W.  
Atlanta, Georgia 30303

DATE: March 25, 1999 TIME: 12:24 PM  
TO: Tom Mueller COMPANY: Capitol Materials, Duluth, GA  
PHONE: 770-476-4311 FAX: 770-497-9184  
FROM: Steve Marshall COMPANY: Norfolk Southern Sales  
PHONE: 404-529-1886 FAX: 404-527-3499  
RE: Your fax of March 24, 1998 requesting demurrage contract provisions.  
FILE: DEMURRAGE05.DOC  
CC: Lyric Harbin, 404-527-2900; Ted Taylor, 540-985-6772; Larry Rasche

Number of pages including cover sheet: [3]

I have already faxed to you, on March 24, 1999, a copy of your Average Demurrage Agreement. It is a one-page document and can be recognized by the word "AGREEMENT" at the top of the page. The Assistant General Manager of Capitol Materials, Inc signed it in 1986.

Note that the first sentence of the agreement refers to "the average basis for settling...PHJ 6004-O...supplements thereto..." This means everything you need to know is in this publication.

For your convenience, I have attached copies of Items 810, 815, 820 and 850 of Tariff RPS 6004-P that is a successive issue and supplement to the PHJ 6004-O above. If you read the passages I underlined in these items, you will see they state:

1. Credits can only be used in the same month they are earned. 810
2. Credits can only be used to offset any of the first four debit days. 815
3. Bunching allowance is not applicable to Average Agreements. 815
4. Railroads will make no payment for excess credits. 820

Note the Capitol Materials Agreement I sent you reads identical to the language shown in Item 850.

If there is anything else you need, please let me know.

|                                          |                |
|------------------------------------------|----------------|
| Post-It™ brand fax transmittal memo 7871 | # of pages » 2 |
| Lyric Harbin                             | Steve Marshall |

| PART I<br>GENERAL CAR DEMURRAGE RULES AND CHARGES<br>SECTION 800                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | PART I<br>GENERAL CAR DEMURRAGE RULES AND CHARGES<br>SECTION 800                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <b>ITEM 830</b><br><b>COMBINING PLANTS AND STATIONS</b><br><p>Subject to the requirement of Item 820, debits and credits applying to cars released by one consignor or consignee within the jurisdiction of the same station, and served by one and the same railroad, must be combined provided that in no case shall debits and credits be combined among two or more customers or are released under the jurisdiction of two or more stations; nor can debits and credits be combined when released on different railroads, either at the same or at different stations, except where separate average agreement is requested in writing for each plant of the consignor or consignee, in which event each plant will be considered as one consignee or consignor for the purpose of applying this section. Each station as listed in The Official List of Open and Prepay Stations, ICC OPSL 6000-Series, shall be considered a separate station in the application of this section.</p>                      | <b>ITEM 850</b> <small>CONT'D</small><br><b>DEMURRAGE AVERAGE AGREEMENT</b><br><p style="text-align: center;"><b>AGREEMENT</b></p> <p>Being fully acquainted with the terms, conditions and effect of the average basis for settling for detention of cars, as set forth in . . . . . being the car demurrage rules governing at all stations and sidings on the lines of said railroad, except as shown in said tariff, and being desirous of availing (myself or ourselves) of this alternate method of settlement (I or We) do expressly agree to and with the . . . . . Railroad that with respect to all cars which may, during the continuance of this agreement, be handled for (my or our) account at . . . . . (Station) (I or We) will fully observe and comply with all terms and conditions of said rules as they are now published, or may hereafter be lawfully modified by duly published tariffs and will make prompt payment of all demurrage charges accruing thereunder in accordance with the average basis as therein established or as hereafter lawfully modified by duly published tariffs.</p> <p>This agreement to be effective on and after . . . . . day of . . . . . 19 . . . . . and to continue until termination, by written notice from either party to the other which shall become effective on the first day of the month succeeding that in which it is given, except that for any failure or refusal to pay charges lawfully accruing under this agreement, it may be terminated as of the date of written notice of termination.</p> <p style="text-align: right;">Approved and accepted . . . . . 19 . . . . . by<br/>and on behalf of the above named railroad by</p> |
| <b>ITEM 833</b><br><b>CARS NOT CONSIGNED TO OR ORDERED BY SUBSCRIBER</b><br><p>When this railroad is notified in writing at or prior to time of delivery that a subscriber in whose care a shipment is consigned, or to whom it is ordered for delivery, is the absolute or qualified owner thereof and responsible for all charges collectible at destination, the car containing such shipment must be included in the average agreement of such subscriber. Empty cars ordered in the name of other parties may not be included in such subscriber's average agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>ITEM 835</b><br><b>CARS CONSIGNED TO PUBLIC FIRMS</b><br><p>Cars consigned, re-consigned, or ordered to a public elevator, public warehouse, cotton compress, processing or fabricating plant, serving various parties, shall be combined in one average agreement; and the party signing the agreement as principal shall assume responsibility for all demurrage as assessable thereunder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>ITEM 840</b><br><b>CARS CONSIGNED TO GOVERNMENT AGENCIES</b><br><p>Cars consigned to the United States, state or municipal governments, may be included in the account of the construction contractor, the operation of a government agency, or any industrial plant to whom the cars are ordered delivered for unloading.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>ITEM 850</b><br><b>DEMURRAGE AVERAGE AGREEMENT</b><br><p>A demurrage average agreement will be made effective on the first day of the month following receipt of patron's application; except, when the credit status of the applicant is not satisfactory to this railroad at that time, the agreement shall be made effective on the first day of the month following approval by this railroad of credit arrangement for the applicant to operate under an average agreement. When the applicant desires to have an agreement made effective prior to the first of the following month, it may be made effective on the date of receipt of the application provided his credit status is then satisfactory; otherwise, on the date this railroad approved credit arrangement; provided, however, that no cars have been released the same month prior to the date the agreement is made effective. The following agreement shall be required for all applicants to operate under the average agreement.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| CONT'D IN NEXT COLUMN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| PART 1<br>GENERAL CAR DEMURRAGE RULES AND CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | PART 1<br>GENERAL CAR DEMURRAGE RULES AND CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| SECTION 800                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | SECTION 800                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>ITEM 805 CONT'D</b></p> <p style="text-align: center;"><b>DEBIT</b></p> <p>\$10.00 for each of the first four chargeable days; which may be offset by credits earned on other cars on a one-for-one basis.<br/> \$20.00 for each of the next two days.<br/> \$30.00 for each subsequent day.</p> <p>The \$20.00 debits and \$30.00 debits may not be offset by credits and must be paid except for allowances permitted in Section 1400.</p> <p>II A debit is a unit of liability against a car for each day or fraction of a day held beyond the free time and includes Saturdays, Sundays and holidays occurring subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first debit day begins to run. Charges for such debits shall accrue as follows:</p> <p>\$15.00 for each of the first four chargeable days; which may be offset by credits earned on other cars on a one-for-one basis.<br/> \$25.00 for each of the next two days.<br/> \$40.00 for each subsequent day.</p> <p>The \$25.00 debits and \$40.00 debits may not be offset by credits and must be paid except for allowances permitted in Section 1400.</p> <p>III A debit is a unit of liability that is chargeable against a car for each day or fraction of a day for each of the first four days the car is held beyond the free time or be adjusted free time as provided in Section 1400, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Debits may be offset by credits earned on other cars on a one-for-one basis. In no case shall any one car accrue more than four debits, and in no case shall more than four credits be applied to offset debits accrued on any one car.</p> | <p><b>ITEM 820</b></p> <p style="text-align: center;"><b>MONTHLY COMPUTATION OF DEMURRAGE CHARGES</b></p> <p>II Subject to Items 805 and 810 at the end of each calendar month, the total number of applicable credits will be deducted from total number of \$10.00 debits and \$10.00 per debit will be charged for the remainder. In no case shall more than one credit be allowed on any one car and in no case shall more than four credits be applied in cancellation of debits accruing on any one car. If the credits equal or exceed the debits, no charge will be made for the detention of the cars, except as provided in Item 805 for detention beyond the fourth debit day and no payment will be made by this railroad on account of such excess of credits; nor shall the credits in excess of the debits of any one month be considered in computing the average detention for another month.</p> <p>III Subject to Items 805 and 810 at the end of each calendar month, the total number of applicable credits will be deducted from total number of \$15.00 debits and \$15.00 per debit will be charged for the remainder. In no case shall more than one credit be allowed on any one car and in no case shall more than four credits be applied in cancellation of debits accruing on any one car. If the credits equal or exceed the debits, no charge will be made for the detention of the cars, except as provided in Item 805 for detention beyond the fourth debit day and no payment will be made by this railroad on account of such excess of credits; nor shall the credits in excess of the debits of any one month be considered in computing the average detention for another month.</p> <p>IV At the end of each calendar month, the total number of credits will be deducted from the total number of debits and \$20.00 per debit will be charged for the remainder (see Note 1). If the credits equal or exceed the debits, no charge will be made for the detention of the cars except as otherwise provided in Item 815 for detention beyond the fourth debit day. No payment will be made by this railroad on account of such excess credits. <u>For other credits in excess of the debits of any one month be considered in computing the average detention for another month.</u></p> <p>Where interstate and intrastate traffic have different demurrage rates, the debits and credits shall not be commingled into one account, but must be computed separately.</p> <p>For the purpose of this item, the end of the calendar month shall be considered as closing at the first 7:00 A.M. of the following month.</p> |
| <p><b>ITEM 810</b></p> <p style="text-align: center;"><b>CREDIT</b></p> <p>A credit is a unit of value for each car released prior to the expiration of the first twenty-four (24) hours of free time. Only one credit may be earned on any one car and that credit may be applied to offset a debit accruing on another car released during the same month. Credits earned on cars held for <u>restoring</u> shall not be used to offset debits accruing on cars for unloading, nor shall credits earned on cars held for unloading be used to offset debits accruing on cars for loading.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p style="text-align: center;"><b>EXPLANATION OF NOTES</b></p> <p>1. In the event of a rate change which causes debits and credits to have different liabilities and values, each debit and credit will be converted to the monetary value in effect on the day such debit or credit accrued. At the end of the calendar month the total value of credits earned will be deducted from the total liability of the debits accrued in the above prescribed manner.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>ITEM 815</b></p> <p style="text-align: center;"><b>DEMURRAGE CHARGES ON CARS SUBJECT TO AVERAGE AGREEMENT</b></p> <p>On cars subject to the average agreement, Section 800, after expiration of free time, or the adjusted free time in Section 1400 (see Note 1), the following charges per car per day, or fraction of a day, will be made until car is released:</p> <p>\$20.00 for each of the first four debit days.<br/> \$30.00 for each of the next two days.<br/> \$60.00 for each subsequent day.</p> <p>The applicable charge will accrue on all Saturdays, Sundays or holidays subsequent to the first debit day, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Charges which accrue after the fourth debit day may not be offset by credits.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><b>ITEM 825</b></p> <p style="text-align: center;"><b>SECURITY</b></p> <p>A party who enters into this average agreement may be required to give sufficient security to this railroad for payment of balance against him at the end of each month.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p style="text-align: center;"><b>EXPLANATION OF NOTES</b></p> <p>1. Cars subject to the average agreement will not be allowed adjustments provided for in Item 1311 and Paragraphs 1 and 2 of Item 1420, except when bunching has been caused by floods, earthquakes, hurricanes or tornadoes and conditions in the devastated area resulting therefrom, or strikes of railroad employees, and cars are subsequently delivered to consignee in accumulated numbers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



BEFORE THE  
SURFACE TRANSPORTATION BOARD

STB Docket No. 42068

CAPITOL MATERIALS INCORPORATED —  
PETITION FOR DECLARATORY ORDER — CERTAIN RATES AND  
PRACTICES OF NORFOLK SOUTHERN RAILWAY COMPANY

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**VERIFIED STATEMENT OF LARRY T. RASCHE**

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My name is Larry T. Rasche. I am currently Director of Sales, Forest Products, for Norfolk Southern Railway Company, located at 600 W. Peachtree Street, Suite 400, Atlanta, Georgia. I have held this position since 2001. In my capacity as Director of Sales, Forest Products, I primarily supervise national account managers for the Modalgistics Forest Product Division. Previously, from 1993 until assuming my present position in 2001, I served as NS' Atlanta Group Sales Manager, and in that position was responsible for overseeing the national account managers for the Atlanta sales region, which includes the Capitol Materials facilities in Atlanta and Duluth, Georgia. I have worked in the Sales and Marketing Department at NS and its predecessor for thirty-two years.

I am authorized by Norfolk Southern to make this Verified Statement in support of our Reply Statement in the above-captioned proceeding.

In March 1999 and at the request of one of our national account managers, Steve Marshall, I became involved in the demurrage dispute between Norfolk Southern and Capitol Materials. With respect to Capitol's Bishop Street (Atlanta) facility, I first spoke to Jeff

Traicoff, the operations manager at Bishop Street, by phone on March 17, 1999. Mr. Traicoff felt that he did not have sufficient supporting documentation from Norfolk Southern to substantiate the NS demurrage charges then outstanding. Immediately after the conversation, I asked the Director of Customer Accounting, Connie Mashburn, to provide the most authoritative documentation in support of the charges and for submission to Mr. Traicoff. On March 25, 1999, I sent these documents to Mr. Traicoff under a cover letter in which I summarized our phone conversation. That letter is attached to my statement as Exhibit 1. I also told Mr. Traicoff that, in light of the supporting documentation, Norfolk Southern needed to receive payment by April 15, 1999. (Steve Marshall previously has requested payment from Mr. Traicoff before March 26, 1999; my request for payment by April 15 was an additional extension to give Mr. Traicoff more time to account for Capitol's outstanding charges.)<sup>1</sup>

With respect to Capitol's Duluth facility, I sent documentation supporting NS' demurrage charges pertaining to that facility to Tom Mueller, Capitol's representative there, on March 26, 1999 under a cover letter attached as Exhibit 2 to this statement. In that letter, I noted Mr. Mueller's correspondence with Steve Marshall regarding demurrage charges that had not been paid by Capitol but as to which Capitol had not raised any specific dispute. I explained that the documentation enclosed with my letter was the most authoritative available. I further noted that NS would make every effort to adjust Capitol's bills as appropriate if the necessary specific information was provided by Capitol to support any claims disputing any specific demurrage charges, but that any charges not specifically disputed must be paid.

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<sup>1</sup> It should also be noted that Norfolk Southern never suspended its service to Capitol Materials, even though the demurrage debts had been accruing since September 1997.

In an effort to resolve the issues pertaining to Capitol's demurrage charges, I arranged a meeting with both parties for April 14, 1999, in the hope that an open discussion would facilitate a resolution. Carolyn Woods, a member of Norfolk Southern's demurrage group and an expert on the controlling tariffs, accompanied me to this meeting. Ms. Woods thoroughly explained the demurrage terms and procedures as they applied to Capitol, and responded to all of Capitol's questions. Mr. Traicoff and Mr. Mueller, however, continued to express their general level of frustration and dissatisfaction regarding the demurrage billing and various aspects of Norfolk Southern's rail service which they felt contributed to demurrage billing issues. We again offered to review any written claims and, where necessary, to make appropriate adjustments.

As the Board is aware,<sup>2</sup> during our April 14, 1999 meeting with Messrs. Traicoff and Mueller, we also discussed the issue of an extra switch per day. I encouraged Capitol to request an extra switch if they needed one. I advised Capitol that an extra switch was possible, but that Capitol likely would be charged for it. I am not aware that Capitol has ever requested an extra switch per day.

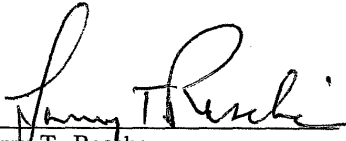
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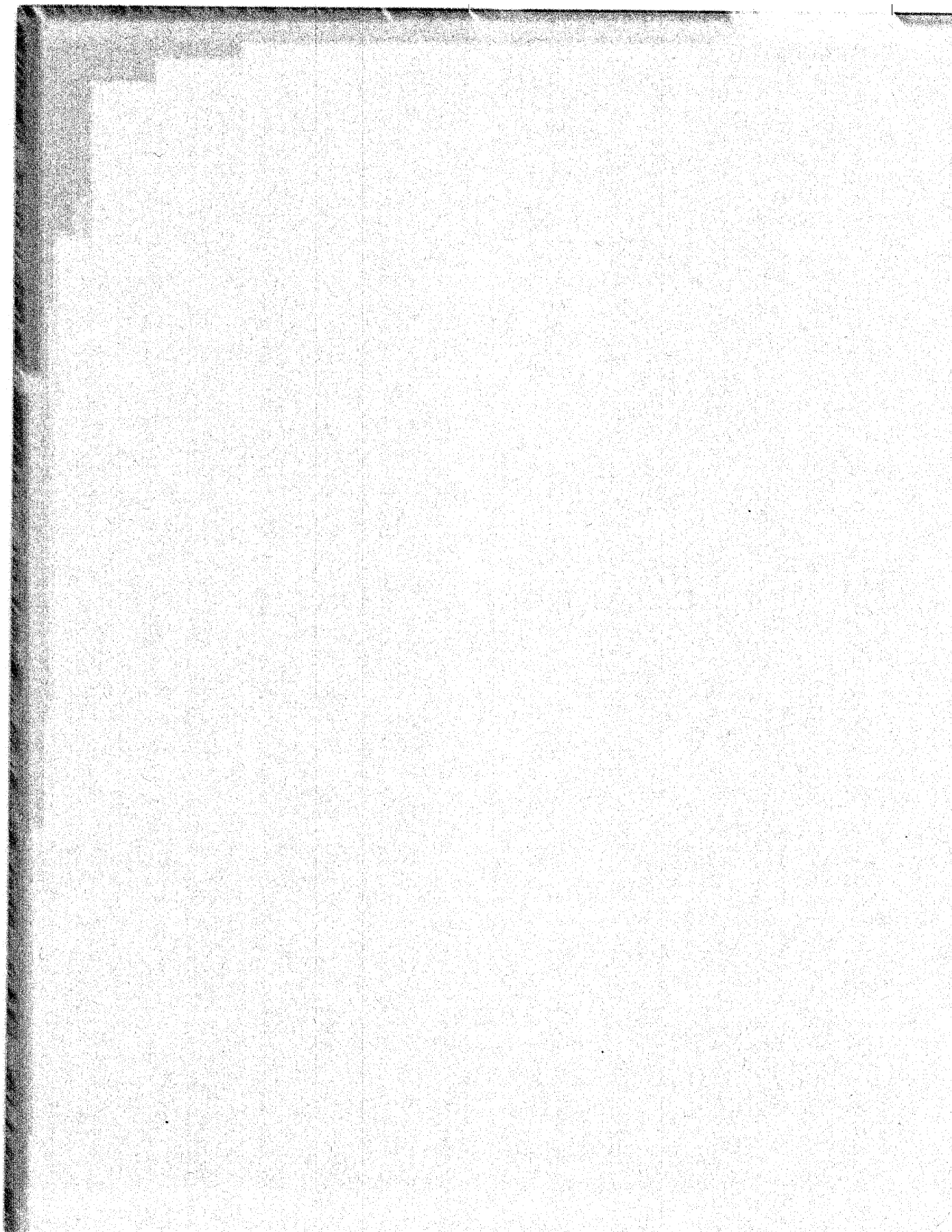
<sup>2</sup> This issue and others pertaining to Capitol's refusal to pay its outstanding demurrage charges were discussed in a letter dated January 22, 2001 from Deborah Butler, NS' Assistant Vice President Transportation Customer Service to Mr. Melvin Clemens, Director of the Board's Office of Compliance and Enforcement (attached to my statement as Exhibit 3).

**VERIFICATION**

I, Larry T. Rasche, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on June 20, 2002.

  
Larry T. Rasche





**NORFOLK  
SOUTHERN**

Norfolk Southern Corporation  
185 Spring Street, S.W.  
Atlanta, Georgia 30303  
404 527-3151 / 800 847-8870  
404 527-3499 FAX

cy: BTY  
LCH

Xcl  
4/1/99

→ JCS

**Rasche V.S.  
Exhibit 1**

**Larry T. Rasche**  
Group Sales Manager

March 25, 1999

Mr. Jeff Traicoff  
Capitol Materials, Inc.  
464 Bishop Street, N.W.  
Atlanta, GA 30318

Dear Mr. Traicoff:

This is in reference to our phone conversation on March 17, 1999, relating to Steve Marshall's March 15, 1999 fax to you concerning outstanding demurrage charges in the amount of \$13,290.00. I indicated to you in that phone conversation that I would look into this matter personally and get back to you, which is the purpose of my letter today.

You had indicated in our phone conversation of March 17, 1999 that you did not feel that you had sufficient supporting documentation from Norfolk Southern to substantiate the demurrage charges that we have assessed and currently consider outstanding. Right after our phone conversation, I asked Director, Customer Accounting, Connie Mashburn, whose organization has reviewed this file extensively to provide me the most authoritative supporting documentation within our records for submission to you in justification of the charges we consider outstanding. That documentation is attached hereto. I personally consider this supporting documentation to be authoritative and fully in support of the demurrage charges we consider due and payable, which are in the amount of \$13,290.00.

I wanted you to know that we would like to resolve this matter very promptly and will need to receive payment on the amount due, now that I have finally provided you the supporting documentation, by April 15, 1999. I have made arrangements with our Credit personnel to provide you that additional time to discharge this responsibility. Our Credit people are fully aware of the status of this file.

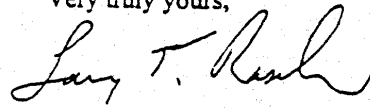
In reviewing the background material on this file, I note that we show records going back to mid-1997 and follow-ups by a string of specific handling given by our people in efforts to resolve these outstanding charges. Hopefully, with this letter, we can now make final resolution of this matter.

Mr. Jeff Traicoff  
Capitol Materials, Inc.

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Please advise if you have any questions.

Very truly yours,

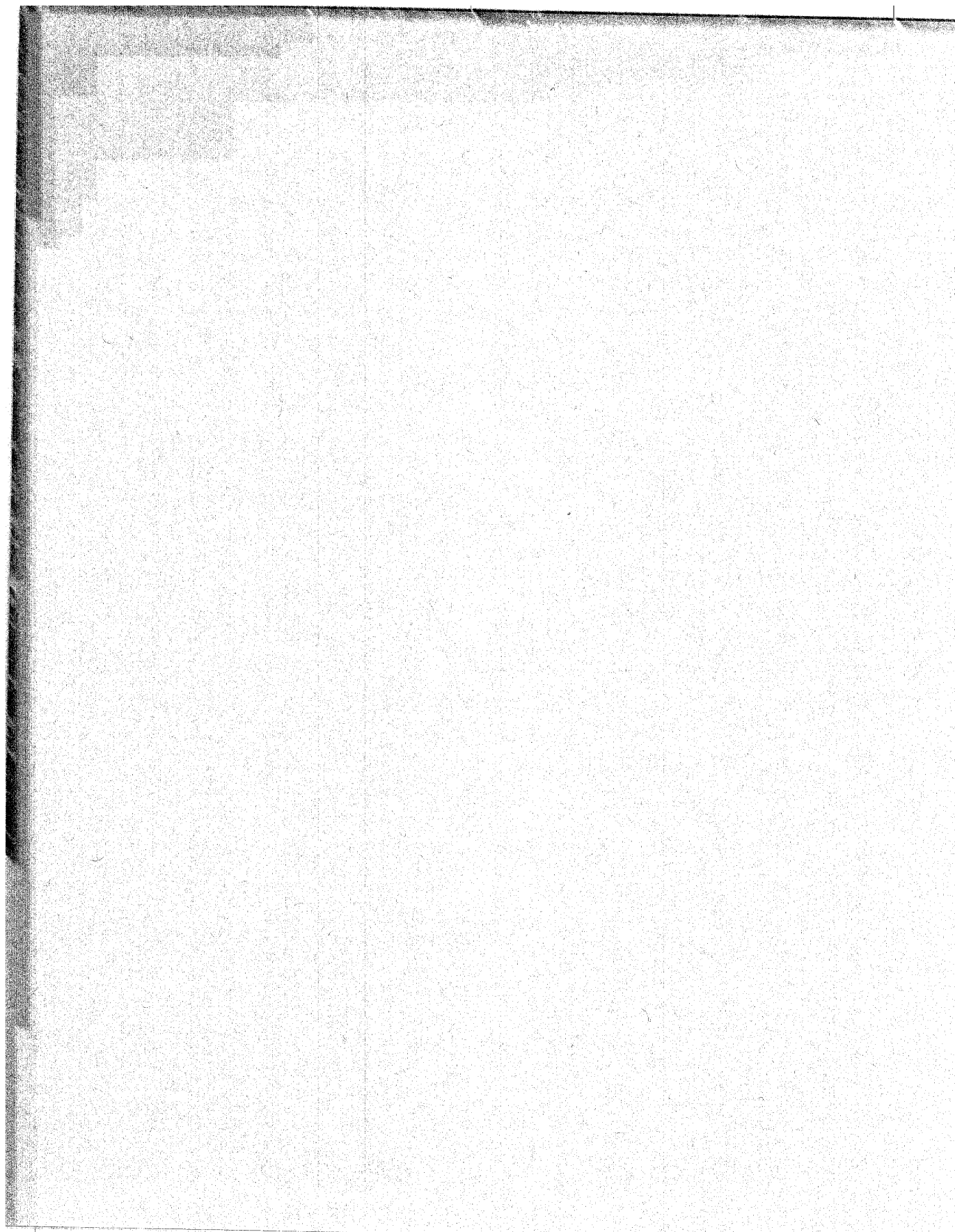


Larry T. Rasche

LTR:bp

Enclosures - as indicated

cc: Connie Mashburn, Director, Customer Accounting, NS  
Wes Alexander, Director CYO AOC, NS  
Joe Osborne, Director, Construction, Marketing, NS  
Steve B. Marshall, Nat'l Account Manager, NS  
Judy Sublett, Credit Department, NS





**NORFOLK  
SOUTHERN**

Norfolk Southern Corporation  
185 Spring Street, S.W.  
Atlanta, Georgia 30303  
404 527-3151 / 800 847-8870  
404 527-3499 FAX

5.1517  
LCH

**Rasche V.S.  
Exhibit 2**

Larry T. Rasche  
Group Sales Manager

→ Jc Smith

March 26, 1999

Mr. Tom Mueller  
Capitol Materials, Inc.  
3300 Northstar Boulevard  
Duluth, GA 30136

Dear Mr. Mueller:

This has reference to your recent exchange of correspondence with National Account Manager, Steve Marshall in my office regarding unpaid and specifically undisputed demurrage charges, account Capitol Materials, Inc., Duluth, Georgia.

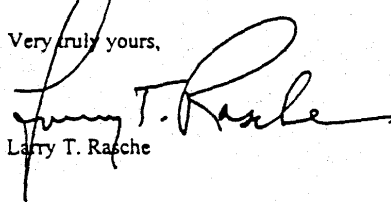
We are trying very hard to bring closure to this matter, which has progressed over a considerable number of months.

It is my belief as senior commercial officer in this territory that NS has now provided you with the most authoritative documentation we are capable of providing customers in support of the demurrage charges our records show as currently outstanding. The amount of these demurrage charges according to our records is \$32,360.00. I am transmitting herewith a full copy of the documentation supporting the above charges. As I have indicated herein, this is the most authoritative documentation we have the capability to providing you.

As is our normal policy, should you provide specific information to dispute specific records, every effort will be made to adjust your bill. Your dispute, however, must be accompanied by payment for those charges which you do not specifically dispute.

We would like to have this matter resolved by April 15, 1999. Should it be unresolved as of that point, we will in all likeliness be out of the loop and Capitol Materials files will be turned over to the Credit Department in Roanoke, Virginia for resolution.

Very truly yours,

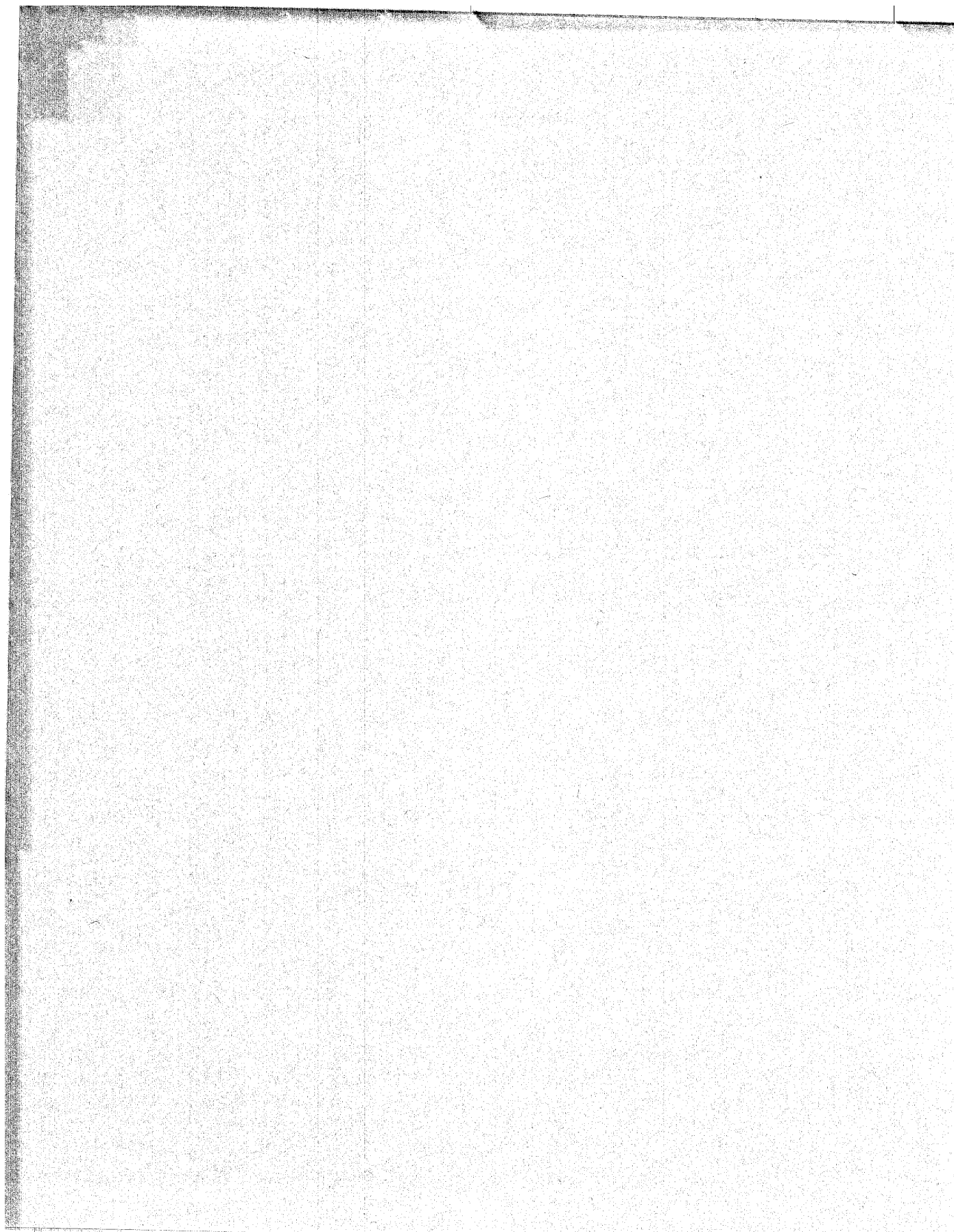


Larry T. Rasche

LTR:bp

Enclosure - as indicated

cc: Connie Mashburn, Director, Customer Accounting, NS  
Wes Alexander, Director, CYO AOC, NS  
Joe Osborne, Director, Construction, Marketing, NS  
Steve B. Marshall, Nat'l Account Manager, NS  
Judy Sublett, Credit Department, NS





**NORFOLK  
SOUTHERN**

Norfolk Southern Corporation  
National Customer Service Center  
125 Sprint Street, S.W. - Box 153  
Atlanta, Georgia 30303

**Rasche V.S.  
Exhibit 3**

**Deborah H. Butler**  
AVP Transportation Customer Service  
404/658-2062

January 22, 2001

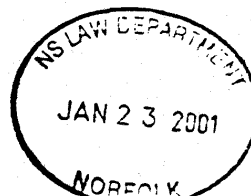
Mr. Melvin Clemens  
Director, Office of Clients & Enforcement  
Surface Transportation Board  
Suite 780  
Washington, DC 20423-0001

Dear Mr. Clemens:

This is in reference to your 12/21 inquiry regarding a demurrage complaint letter from Mr. David Whitcomb of Capitol Materials (CM). The principal complaints in Mr. Whitcomb's letter include: the lack of multiple switches per day; invalid constructive placement notices; bunching at the plant; remarks attributed to an unnamed NS employee to the effect that CM should "ignore the charges"; and Mr. Whitcomb's observation that the charges "will often simply disappear and never were re-billed."

Here's what we know about each of these issues.

- CM has two Atlanta locations, both of which receive constructive placement notices. We believe these notices were correctly issued. CM has never filed a written dispute or provided any written evidence that NS constructive placement notices were incorrect. CM has verbally referred to an "old contract" that excludes them from demurrage unless the railcar is located on their siding. We can find no such contract and CM has been unable to furnish one. We suspect CM incorrectly believes section 6 of its track agreement with Norfolk Southern limits their demurrage in this fashion. This track agreement is unrelated to demurrage; a copy is attached for your reference.
- The issue of an extra switch per day came up during an April 14, 1999 meeting between NS and CM. This meeting was held to resolve various demurrage issues, including the outstanding balance owed NS. During this meeting, NS Group Sales Manager Larry Rasche encouraged CM to request an extra switch if and when they needed one. Larry advised that such a switch was possible, but would likely be chargeable. According to Mr. Darnell Wood, NS Terminal Superintendent for the Atlanta Terminal during the time period in question, CM never requested an extra switch.



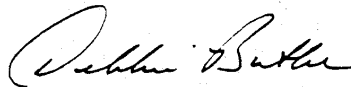
Operating Subsidiary: Norfolk Southern Railway Company

- Bunching relief does not apply under demurrage tariff NS 6004, which became effective March 1, 2000. The tariff and monthly average agreement used prior to March 1, 2000, (copy attached) likewise did not allow for bunching relief. We can find no evidence that CM has ever filed for bunching relief. If such a claim had been made, it would have been declined.
- NS does not have a policy or process that automatically waives or reduces demurrage charges once they have been billed. Each patron must file a written claim within 45 days of the demurrage bill date to claim relief or allowance. Any employee that would counsel CM or any customer to simply ignore a legitimate demurrage bill would be subject to dismissal.

In summary, we cannot find any evidence that CM has ever filed any type of written demurrage claim with NS since 1997. CM has been unable or unwilling to provide any creditable dispute or evidence that will allow us to adjust their bills. This is despite multiple visits, meetings, letters, and face to face attempts to explain our bills and to explain how CM can file a claim.

Please do not hesitate to call me or Wes Alexander (404-589-6205) if you need additional information or would like to discuss Capitol Material's claim in greater detail.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Deborah H. Butler".

Deborah H. Butler

D

BEFORE THE  
SURFACE TRANSPORTATION BOARD

STB Docket No. 42068

CAPITOL MATERIALS INCORPORATED —  
PETITION FOR DECLARATORY ORDER — CERTAIN RATES AND  
PRACTICES OF NORFOLK SOUTHERN RAILWAY COMPANY

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**VERIFIED STATEMENT OF CAROLYN WOODS – NORFOLK SOUTHERN  
RAILWAY COMPANY**

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My name is Carolyn Woods. I am an Assistant Manager in the Demurrage Division of Norfolk Southern Railway Company's Central Yard Operations ("CYO"), located at 125 Spring Street, SW, Atlanta, Georgia. I have held this position since February 2001 and have worked for Norfolk Southern for 33 years on a continuous basis. In my capacity as Assistant Manager, I supervise 17 union personnel charged with reviewing demurrage records in connection with demurrage charges. Related to this supervision, I have an ongoing obligation to maintain my expertise in the applicable demurrage tariffs and their supplements. From February 1981 until June of 1998, I worked in Revenue Accounting Customer Service for NS. From June of 1998 until assuming my present position in February 2001, I was a Coordinator in Norfolk Southern's Demurrage Division. In that position, it was my job to review customer claims seeking relief from demurrage charges and, where appropriate, recalculate demurrage bills.

I am making this statement in support of Norfolk Southern's Reply Statement in the above-captioned proceeding.

1. NORFOLK SOUTHERN'S DEMURRAGE TARIFFS

Demurrage is a charge that Norfolk Southern, like all railroads, imposes on its customers for their retention of rail cars delivered to them by Norfolk Southern beyond a period of time specified in Norfolk Southern's demurrage tariffs. Demurrage charges are designed both to encourage customers to utilize rail cars efficiently and to compensate the railroad for the capital and other costs incurred by the railroad while the car is in the customer's possession. For example, most of the rail cars delivered to Capitol are cars owned by other railroads or other entities; for every day such cars are in the possession of Capitol, Norfolk Southern must pay the owner of the car a per diem amount regardless of the circumstances.

As a general matter, Norfolk Southern is not enthusiastic about imposing demurrage charges on customers. We do not regard it as a profit item, and since customers generally perceive it as a penalty on the customer rather than a fee for transportation services, imposing demurrage charges is not generally conducive to good customer relations. Nevertheless, the detention of cars by customers imposes substantial costs on Norfolk Southern, and some customers habitually detain cars for inordinate periods of time. Moreover, if no charge were imposed on them, many customers would detain cars far longer than they do, and would, in effect, utilize rail cars as free warehouse space. For those reasons, it is Norfolk Southern's policy to impose and collect demurrage in strict accordance with the terms of the applicable demurrage tariffs and demurrage agreements.

The terms on which Norfolk Southern charges demurrage to its customers are set forth in its demurrage tariffs and, where applicable, in contracts with customers known as "average agreements" pursuant to which customers can earn credits against their demurrage liability by releasing cars promptly. In the period from September 1997 through February 2001, during which Capitol Materials accrued the \$216,930.00 in unpaid demurrage charges that are at issue in this case, the applicable demurrage tariffs were Tariff NS 6004 (in effect from June 15, 1997 to March 1, 2000); Tariff NS 6004-A (in effect from March 1, 2000 to September 15, 2000); and Tariff NS 6004-B (effective from September 15, 2000 to the present). Copies of these three tariffs are attached as Exhibits 1, 2 and 3 to this Statement.

In addition to the tariffs, Norfolk Southern and Capitol Materials have been parties to two average agreements since 1986, one covering the Capitol's Bishop Street facility and the other covering its Duluth facility. Neither party has terminated these agreements and they therefore remain effective. Copies of these agreements are attached as Exhibit 4 and Exhibit 5 to this statement. Tariffs NS 6004, NS 6004-A, and NS 6004-B are duly published successors to the tariff referenced in Capitol's average agreements.

Under all of the tariffs at issue in this case, demurrage liability is first triggered by Norfolk Southern's "placement" of the car with the customer. Placement may be either "actual" or "constructive." Actual placement occurs when a car is placed in "an accessible position for loading or unloading at a point previously designated by the consignor or consignee." See Tariff NS 6004, Item 345. Constructive placement occurs when cars consigned or ordered to certain tracks cannot be actually placed "because of a condition attributable to the consignor or consignee..." Item 350. In this situation, Norfolk Southern

holds the car (either at its destination or at another available point) and then sends notice of the hold to the consignor or consignee. Item 350. (The sending of the notice is what begins the running of the demurrage clock. Accordingly, there is no basis for Capitol's complaint that NS sometimes delayed sending constructive placement notices. Any such delays would not have harmed Capitol; they would simply have delayed the commencement of demurrage liability.)

Tariff NS 6004 (in effect from June 15, 1997 to March 1, 2000) generally provided shippers 24 hours of "free time" in which to *load* an empty rail car or 48 hours of "free time" in which to *unload* a loaded rail car after the car is actually placed at the shipper's facility or after notice of constructive placement has been sent to the shipper. Item 405. Free time started from the first 12:01 a.m. after placement, but weekends and holidays were excluded from the calculation of free time. Item 405. For example, if Norfolk Southern placed a car at the shipper's facility at 10:00 a.m. on Monday morning, free time began to run from 12:01 a.m. on Tuesday morning. If that car required unloading, the shipper's free time would expire at 12:01 a.m. on Thursday. If it required loading, the shipper's free time would expire at 12:01 a.m. on Wednesday. Under this tariff, demurrage charges accrued each day the shipper retained a car after the expiration of free time, including weekends and holidays. For example, if a car was placed with a shipper on a Friday and the following Monday was a holiday, free time would not begin to run until 12:01 a.m. the following Tuesday. See Items 405, 620, 625, 700. After the expiration of "free time," demurrage charges began to accrue at \$20 per car for the first four days, \$30 per car for the next two days and \$60 per car for every subsequent day. Items 620, 700. Demurrage charges continued to accrue until the shipper

released the car. In the case of unloading, for example, release generally occurred when the shipper notified the railroad, either by telephone or in writing, that the car was unloaded and available to be pulled. Item 900.

Tariff 6004 provided that demurrage would be refunded to the consignor or consignee in certain specified situations. For shippers that were not parties to an average agreement, these situations included strikes (Item 1205), bunching (Item 1210), run-around (Item 1215), weather interference (Item 1220), and other railroad errors (Item 1235). In order to obtain relief from demurrage in these specified situations, however, each of the tariff items required the consignor or consignee to present a written claim within a specified period (either 30 or 90 days) after the demurrage bill was rendered.

Under Items 600 through 655 of Tariff 6004, shippers who are parties to "Average Agreements" were subject to special provisions. As noted earlier, NS and Capitol Materials have been parties to two average agreements, covering each of Capitol's two facilities, February 1, 1986. Exhibits 4 and 5. These agreements provide that they may be terminated by either party upon written notice to the other party, but neither NS nor Capitol have terminated either agreement, and they both remain in effect.

Average agreements provide significant benefits to shippers. Under Tariff 6004, shippers who were parties to an average agreement received one credit for each railroad-owned car they released before the expiration of the first 24 hours of free time (credits could not be earned on privately-owned cars). Item 615. This credit could then be used to offset the first four days on which demurrage accrued on other cars, known as "debit days" under the Tariff. Item 620. At the end of each month, the total number of credits was deducted from the total

number of debit days and \$20 per debit day was charged for the remainder. Item 625. In the event that credits equal debits or exceed the debits, Norfolk Southern would only assess demurrage for the detention of cars beyond the fourth debit day. Item 625. Shippers who were not parties to average agreements could not earn credits for cars released prior to the expiration of free time.

In exchange for the benefit of this credit-debit system, shippers under an average agreement were subject to Item 620. Item 620 disallowed adjustments for bunching and weather interference, "except when bunching has been caused by floods, earthquakes, hurricanes, or tornadoes and conditions in the devastated area resulting therefrom, or strikes of railroad employees, and cars subsequently delivered to consignee in accumulated numbers." Item 620.

NS replaced Tariff 6004 with NS Tariff 6004-A, effective March 1, 2000. Tariff 6004-A was replaced shortly thereafter with NS Tariff 6004-B, effective September 15, 2000. Tariffs 6004-A and 6004-B simplified the terminology and structure of the demurrage tariff, and they calculate demurrage for all customers essentially on an average agreement basis. The new tariffs eliminated the concept of "free time," replacing it with a system of automatic credits. Upon the first 12:01 a.m. following actual or constructive placement, demurrage begins to accrue until the consignor or consignee releases the car(s) to the railroad. Items 600, 700. The days before release (during which the car is being loaded, unloaded, or constructively held) are known as "car days" under Tariffs 6004-A and 6004-B. Item 200. Generally, when the shipper releases the car(s) back to Norfolk Southern, they automatically earn two "credit days" for each car released from unloading and one "credit day" for each car

released from loading. Items 600, 700. Except for seven holidays provided for in the tariff, all days count for demurrage purposes, including Saturdays and Sundays. At the end of every month, total cars days are netted against total credit days. Item 950. If total cars days exceed the number of credits earned, those days are assessed demurrage at a flat rate of \$60.00 per day.<sup>1</sup> Item 950. If credit days exceed or equal the number of car days, no demurrage charges are assessed. Item 950. Credit days earned in one month cannot be used to offset car days in subsequent months. Item 850.

Like the previous tariff, Tariffs 6004-A and 6004-B provide for specific situations in which demurrage charges will be refunded, including "railroad error" and "switching delays." Item 400. The Tariff expressly states, however, that "[r]un around and bunching of cars will not be considered as railroad error." Item 400. Tariffs 6004-A and 6004-B continue to require that shippers file a written claim for any disputed demurrage charges by the last day of the calendar month following the month in which the demurrage bill was issued. Item 400. The claim must state in full the conditions for which relief is sought. Item 400. The requirement for presenting claims for allowances in writing and within a specific, limited time after the bill is rendered is intended to insure that the claims are legitimate and are presented and resolved when the facts and memories are still fresh.

## 2. CAPITOL'S CLAIMS AGAINST NORFOLK SOUTHERN.

In the supplemental verified statements of Jeff Traicoff and Tom Mueller filed by Capitol in this proceeding, those gentlemen claim that Norfolk Southern sometimes issued

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<sup>1</sup> These rates and terms are similar to those offered by the majority of other railroads. I am not aware of any decision in which these rates or terms, or similar rates or terms, have been found unreasonable.

constructive placement notices when space was available on Capitol's tracks to actually place the cars. They also claim that Norfolk Southern sometimes failed to pick up cars in a timely fashion when Capitol released the cars to Norfolk Southern. I am not aware of any such instance. To my knowledge, Capitol never provided Norfolk Southern with a written claim for relief from demurrage charges based on such claims, or based on any other claim, even though the applicable tariff at all times required such notice as a precondition for granting relief from demurrage charges. I believe that if any such claims had been filed, they would have come to my attention. If they had been filed, we would have investigated the claims, and if we found they were factually correct, we might well have adjusted the demurrage charge. We have done so on many occasions for other customers who have filed timely written claims alleging that a demurrage charge was the result of some failure on Norfolk Southern's part. I personally advised Mr. Traicoff more than once of the necessity of filing timely written claims if he believed our demurrage charges were incorrect.

3. MEETING WITH CAPITOL MATERIALS ON APRIL 14, 1999

Although, to my knowledge, Capitol never filed a timely written claim for demurrage relief, I was aware that from time to time Mr. Traicoff voiced general complaints about the demurrage charges Norfolk Southern was imposing on Capitol. In this regard, on April 14, 1999, I was asked by Wes Alexander (NS Customer Service) to accompany Larry Rasche (NS Sales) to a meeting that same day with Jeff Traicoff and Tom Mueller of Capitol Materials. Mr. Traicoff and Mr. Mueller represented the interests of Capitol Materials' Atlanta and Duluth facilities, respectively. The purpose of the meeting was to discuss unpaid demurrage

charges accruing to these facilities, after actual and constructive placements, between June 1997 and that present date.

Because I was asked to serve as the tariff expert, I explained the tariff and the corresponding charges at length to both Mr. Traicoff and Mr. Mueller. I began by telling them that Norfolk Southern requires its customers file written claims whenever it disputes specific demurrage charges. Both parties claimed that Norfolk Southern was guilty of bunching their cars and therefore no demurrage charges should be assessed. I informed them that they were subject to an average agreement which, under the terms of then-effective Tariff 6004, did not provide relief from bunching. Both parties also claimed that Norfolk Southern was not providing them with sufficient switches to keep up with Capitol's empty releases. Mr. Rasche addressed this issue and informed Mr. Traicoff and Mr. Mueller that Norfolk Southern provides one switch per day, unless a customer specifically asks and is willing to pay for an extra switch. Neither Mr. Traicoff nor Mr. Mueller requested an extra switch, either at that time or, to my knowledge, at any other time.

Mr. Mueller, from Capitol Materials' Duluth facility, complained that he was not receiving constructive placement notices. I told him that constructive placement notices had always been sent by Norfolk Southern in order to notify customers that their ordered cars were undeliverable because of some condition attributable to them. Furthermore, I advised him that demurrage charges against Capitol should not begin to accrue on a car until after Norfolk Southern had issued a constructive placement notice with respect to that car. I also told him that he should let me know in writing (and provide supporting documentation) of any instance in which we had charged demurrage on a car for any period of detention prior to the issuance

of a constructive placement notice. After the meeting, I never received any such documentation or claims from Mr. Mueller.

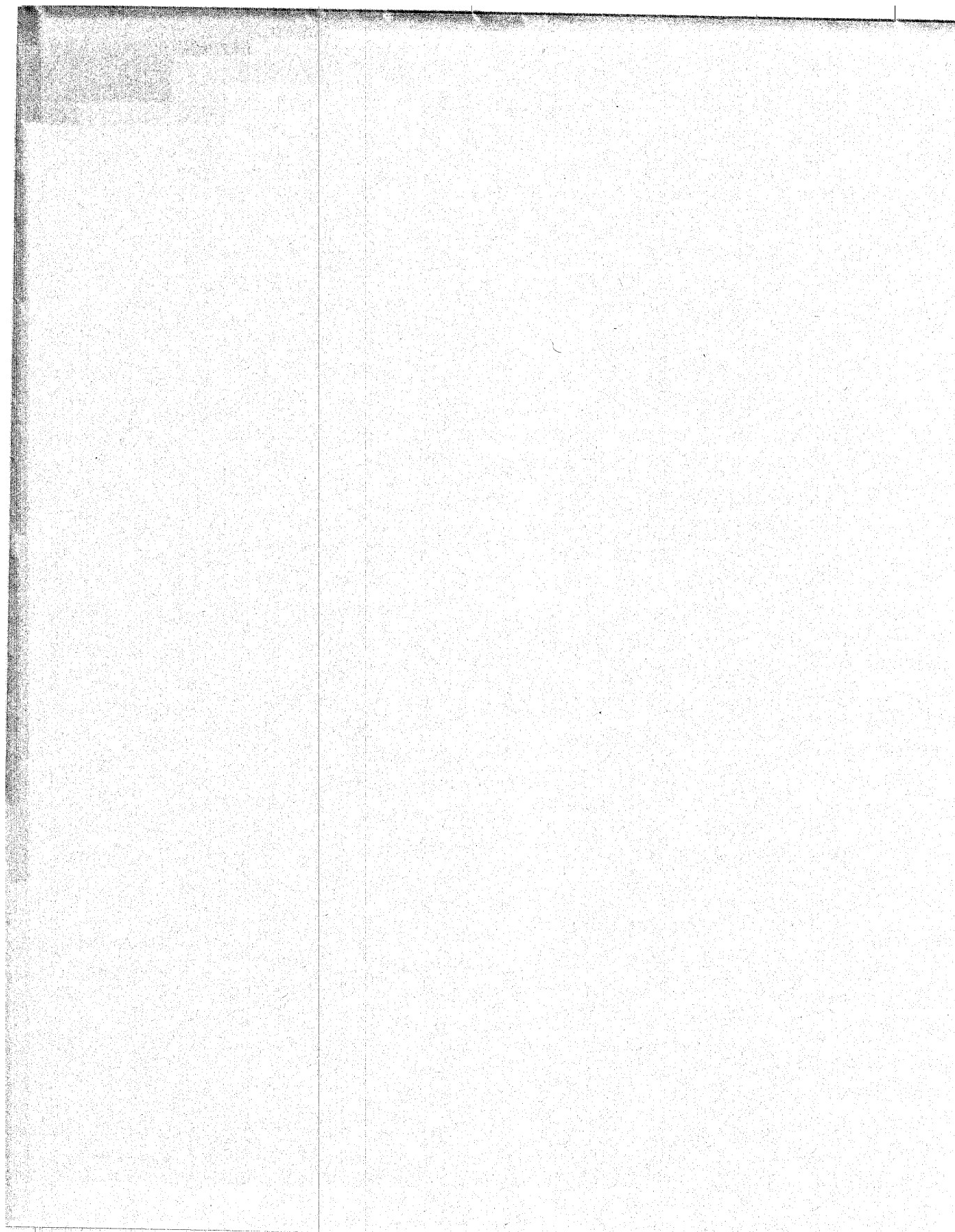
Mr. Traicoff, from Capitol Materials' Atlanta facility, also expressed his frustration with Norfolk Southern's demurrage practices and the charges assessed. Mr. Traicoff, however, provided no documents showing that any of Norfolk Southern's demurrage bills were incorrect. I again said that NS Tariff 6004 requires customers to file written claims when they dispute these charges, to which Mr. Traicoff replied that he did not have enough employees to handle the task of filing so many claims. It is also worth noting that, during a period which demurrage had accrued, Mr. Traicoff stated that rain had caused significant damage to the Atlanta facility. The damage was such that Capitol could not promptly unload its shipments.

**VERIFICATION**

I, Carolyn Woods, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this verified statement.

Executed on June 19, 2002.

Carolyn H. Woods  
Carolyn Woods



**Woods V.S.  
Exhibit 1**

**NORFOLK SOUTHERN RAILWAY COMPANY**  
**VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD**

**TARIFF NS 6004**

**GENERAL CAR DEMURRAGE RULES AND CHARGES  
AND  
EXCEPTIONS TO DEMURRAGE RULES AND CHARGES**

**ISSUED May 23, 1997**

**EFFECTIVE June 15, 1997**

Issued By  
**J. H. HUDDLESTON, MANAGER**  
**PRICING SERVICES - NORFOLK SOUTHERN CORPORATION**  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

**TARIFFS: 13288**

**(OVER)**

| ABBREVIATION | NAME OF CARRIER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NS..         | Norfolk Southern Railroad Company (See Note)<br><u>REFERENCE TO "NS" OR "NORFOLK SOUTHERN RAILWAY COMPANY" HEREIN INCLUDES THE FOLLOWING SUBSIDIARIES AND AFFILIATED CARRIERS</u><br>Norfolk and Western Railway Company<br>Norfolk Southern Railway Company<br>Alabama Great Southern Railroad Company, The<br>Atlantic and East Carolina Railway Company<br>Camp Lejeune Railroad Company<br>Chesapeake Western Railway<br>Cincinnati, New Orleans and Texas Pacific Railway Company, The<br>Central of Georgia Railroad Company<br>Georgia Southern and Florida Railway Company<br>State University Railroad Company<br>Tennessee, Alabama & Georgia Railway Company<br>Tennessee Railway Company |

#### EXPLANATION OF NOTE

The provisions of this tariff will also apply on traffic to or from Norfolk Southern Handling Lines as defined in Note 3700 of OP&S 6000-Series when traffic is billed from or to the NS stations numbers assigned to the handling line station. The carriers shown in Column 1 of Note 3700 are a party to this tariff except, where pricing authorities provide for specific demurrage provisions.

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#### TABLE OF CONTENTS

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ITEM 20

REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

(A) Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

(B) Where reference is made in this tariff to another tariff by ICC Number, such reference applies also to such tariff to the extent it may be applicable on intrastate traffic.

ITEM 40

CONSECUTIVE NUMBER

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen they will be understood to include both of the numbers shown. If the first number only bears a reference mark such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

ITEM 75

METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445, and Item 365-B cancels Item 365-A in a prior supplement, which in turn cancelled Item 365.

ITEM 100

METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS

Matter brought forward without change from one supplement to another will be designated as "Reissued" by a reference mark in the form of a square enclosing a number (or letter, or number and letter) being that of the supplement in which the reissued matter first appeared in its currently effective form. To determine its original effective date, consult the supplement in which the reissued matter first became effective.

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

ITEM 200

(EXCEPTION TO ITEMS 600, 700, AND 1010)  
FOR PLAIN AND EQUIPPED GONDOLA CARS WITH  
AAR CARTYPE CODES 6000-6999 and E000-E999 EXCEPT  
E700 OR CARS LOADED WITH WOODCHIPS (STCC 24-115-X)

1. One day (24 hours) free time will be allowed for loading and one day (24 hours) for unloading of each car, time to be computed from the first 12:01 A.M. following actual or constructive placement.
2. After expiration of free time allowed, detention will be charged for at \$60.00 per car, per day, or fraction of a day, for the first chargeable day and subsequent days thereafter until car is released.
3. In computing free time, Saturdays, Sundays and legal holidays will be excluded. When a car is placed on a Saturday, Sunday, or legal holiday, time will be computed from 12:01 A.M. of the first working day following the Saturday, Sunday or legal holiday.
4. Cartypes covered by this item, are not subject to average agreements.
5. Charges in this item apply to empty cars ordered or appropriated but not used for transportation service as described in ITEM 1010.
6. This item will not apply on gondola cars loaded with coal (STCC 11-212-X)

EXPLANATION OF REFERENCE MARKS

- X The STCC number referred to shall embrace all articles assigned additional digits listed thereunder in Tariff ICC STCC 6001-Series.

ITEM 205

(EXCEPTION TO ITEMS 600, 700 AND 1010)  
FOR GRAIN (STCC 01-X), GRAIN PRODUCTS (STCC 20-X),  
14-711-X, 14-712-X, 14-713-X, 14-714-X, 14-716-X, 14-719-X,  
and 28-X in COVERED HOPPER CARS WITH AAR CAR TYPE CODES  
C111, C112, C113 and C114.

1. One day (24 hours) free time will be allowed for loading and two days (48 hours) for unloading of each car, time to be computed from the first 12:01 A.M. following actual or constructive placement.
2. After the expiration of free time allowed, detention will be charged for at \$50.00 per car, per day, or fraction of a day, for the first chargeable day and each subsequent day thereafter until car is released.
3. In computing free time, Saturdays, Sundays and legal holidays will be excluded. When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 A.M. of the first working day following the Saturday, Sunday or legal holiday.
4. Cartypes covered by this item are not subject to average demurrage agreements.
5. Charges in this item apply to empty cars ordered or appropriated but not used for transportation service as described in ITEM 1010.

EXPLANATION OF REFERENCE MARKS

- X The STCC number referred to shall embrace all articles assigned additional digits listed thereunder in Tariff ICC STCC 6001-Series.

# ITEM 210

(EXCEPTION TO ITEMS 600, 700 AND 1010)  
 FOR EQUIPPED HOPPER CARS WITH AAR CARTYPE CODES  
 K000-K999 (STCC 24-115-X WOODCHIPS)  
 FOR EQUIPPED GONDOLA CARS WITH AAR CARTYPE CODES  
 E000-E999 (STCC 24-115-X WOODCHIPS)  
 AND  
 FOR FLAT CAR WITH AAR CARTYPE CODES F000-F999  
 (STCC 24-114-X PULPMOOD)  
 FOR SPECIAL TYPE CARS (FLATS) WITH AAR CARTYPE CODES  
 L000-L999 (STCC 24-114-X PULPMOOD)

1. One day (24 hours) free time will be allowed for loading and one day (24 hours) for unloading of each car, time to be computed from the first 12:01 A.M. following actual or constructive placement.
2. After expiration of free time allowed, detention will be charged for at \$30.00 for the first and second chargeable days and \$60.00 for each day or fraction of a day thereafter until car is released.
3. In computing free time for origin loading, Saturdays, Sundays and legal holidays will be excluded. In computing free time for destination unloading, only legal holidays will be excluded. When a car is placed on an excluded day, time will be computed from 12:01 A.M. of the first working day following the excluded day.
4. Cartypes covered in this item, are not subject to average agreements.
5. Charges in this item apply to empty cars ordered or appropriated but not used for transportation service as described in ITEM 1010.

## EXPLANATION OF REFERENCE MARKS

- X The STCC number referred to shall embrace all articles assigned additional digits listed thereunder in Tariff ICC STCC 6001-Series.

# ITEM 215

Applicable only on the following cars as described in the Official Railway Equipment Register, ICC RER 6410-Series:

| AAR MECHANICAL<br>DESIGNATION | DESCRIPTION                               | AAR CAR<br>TYPE CODE |
|-------------------------------|-------------------------------------------|----------------------|
| HTS. . . . .                  | Hopper (Wood Chip). . . . .               | K240, K140           |
| GTS. . . . .                  | Gondola, Rotary Dump (Wood Chip). . . . . | E400                 |

When cars are specifically requested and assigned to wood chip shippers by NS, such cars will be placed for loading at origin in accordance with a standing daily empty car placement order, excluding Saturdays, Sundays and holidays. Each wood chip shipper using assigned cars will furnish Norfolk Southern's agent at origin and Director, Equipment Marketing, Norfolk Southern Corporation, 110 Franklin Road, Roanoke, VA 24042-0042, in writing its standing daily empty car placement order. The standing daily empty car order may not exceed the daily loading capability of the wood chip shipper. Shipper may change its standing order on seven days' notice in writing to Norfolk Southern's agent and Director, Equipment Marketing. When such assigned cars cannot be placed at origin because of a condition attributable to shipper such cars shall be constructively placed without notice and demurrage charges will be assessed in accordance with demurrage rules published in other items of this tariff or applicable special detention rules. Assigned cars arriving back at the origin point in excess of the standing daily empty car placement order will not be constructively placed upon arrival and the excess cars will be held by NS at no charge to shipper until such time as they can be actually or constructively placed in fulfillment of the standing daily empty car placement order. The standing daily empty car placement order is the maximum number of additional cars that may be actually or constructively placed on any day. For two seven day periods or one fourteen day period per year at each origin shipper may place its assigned woodchip cars in storage at the daily assigned car storage charge without loss of assignment in order to permit plant shutdowns for vacations or other causes. Shipper must address a written request to the NS agent serving its plant at origin with a copy to Director, Equipment Marketing at last ten days prior to the first chargeable storage day. When such notice is given all cars being held at origin will be placed in storage as of the first chargeable storage day. Cars arriving back at origin during the storage period will be placed in storage the following day after arrival at origin. When cars have been temporarily stored under the terms of this item at the charges published, NS will attempt to use them at other locations during the storage period and any cars that are so used will not be subject to the above storage charges. Cars released from storage will be held without charge to shipper until such cars can be actually or constructively placed in fulfillment of the shipper's standing daily empty car placement order.

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**ITEM 220****(EXCEPTION TO ITEM 405)**

Ninety-six (96) hours free time will be allowed at Ancor, OH, for loading scrap tin in open cars.

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**ITEM 225****(EXCEPTION TO ITEM 405)**

Unloading - Five days (120) free time will be allowed at Alton and Granite City, IL for the unloading of commodities in bulk, when for barge movement beyond, to apply only on cars owned or leased by shipper and only on cars on which the Norfolk Southern Railway Company participates in the inbound road haul movement (other than local switching both originating and destined to points in the switching district).

---

**ITEM 230****(EXCEPTION TO ITEM 405)**

One day, twenty four (24) hours free time, exclusive of Saturdays, Sundays, or holidays will be allowed to refuse car at destination. Free time to be computed from the first 12:01 A.M. after tender. Charges will accrue until written notice of refusal is received by agent at destination. Not subject to the provisions provided in ITEMS 1200 through 1235.

---

**ITEM 235****(EXCEPTION TO ITEM 405)**

Demurrage rules and charges published herein will NOT apply on Southern Pacific E 500 solid bottom gondolas having a capacity of 7400 cubic feet or greater when placed for loading of scrap tin orterne plate at Atlanta, GA on Norfolk Southern Railway Company until the expiration of 7 days from the first 12:01 A.M. after such car is placed for loading.

---

**ITEM 240****(EXCEPTION TO ITEM 405)**

Demurrage charges will NOT apply on covered hopper cars of Consolidated Rail Corporation ownership placed for unloading at Oxford, NC until after the expiration of 144 hours from the first 12:01 A.M. of placement.

---

**ITEM 245****(EXCEPTION TO ITEM 405)**

Demurrage rules and charges published herein will not apply on the following cars of ATSF and SP ownership with reporting marks:

|            |            |           |
|------------|------------|-----------|
| ATSF 95005 | ATSF 95018 | SP 598376 |
| ATSF 95012 | ATSF 90438 | SP 598380 |

until after the expiration of five (5) days free time, excluding the first Saturday, Sunday or legal holiday only. Free time will be computed from the first 12:01 A.M. after placement under load on tracks of McDonnell Douglas Corporation, St. Louis, MO. After expiration of free time, demurrage charges as published in Item 900 of this tariff will apply.

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**ITEM 250****(EXCEPTION TO ITEM 570)**

On loaded private cars removed from private tracks and held for forwarding directions, one day (24 hours) free time exclusive of Saturdays, Sundays and holidays will be allowed to furnish forwarding directions as described in ITEM 805. Time to be computed from the first 12:01 A.M. after cars are pulled on orders. After expiration of free time, charges will accrue as provided for in ITEM 700. Average demurrage agreements will not apply.

---

ITEM 255

(EXCEPTION TO ITEMS 600 THROUGH 655 AND 1210)  
(APPLICABLE ONLY IN CONNECTION WITH SHIPMENTS OF COAL)

Cars subject to average agreement, ITEMS 600 through 655, when as the result of the act of neglect of any railroad, cars originating at the same point, moving via the same route and consigned to one consignee at one point are bunched and tendered for delivery by this railroad in accumulated numbers in excess of daily shipments, consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, to the extent that demurrage charge assessed on such cars for detention beyond the cancellable debit day period may be adjusted, but when any car is released before the expiration of free time, the free time on the next car will be computed from the first 12:01 A.M. following such release; provided, however, no allowance will be made unless claim is presented in writing to this railroad's agent within thirty (30) days, exclusive of Saturdays, Sundays and holidays after the date on which bill for demurrage is rendered, supported by a statement certifying car initial and number and the date and point of shipment of each car involved in the bunching claim, as well as evidence of payment of bill as rendered. The date of shipment shall be the date forwarding or reforwarding directions are furnished the railroad for movement of the car to the point of unloading, and the point of shipment is where the forwarding or reforwarding directions are effected for movement of the car to the point of unloading.

ITEM 260

(EXCEPTION TO ITEM 810)  
FORWARDING DIRECTIONS FURNISHED THROUGH EDI

When forwarding directions are furnished by consignor direct through electronic data exchange (EDI) devices to Norfolk Southern Railway Company, such directions shall be considered as having been received at 12:01 A.M. if directions are received prior to 11:00 A.M. of that same day.

ITEM 265

(EXCEPTION TO ITEMS 910 AND 915)  
APPLIES AT ALL POINTS IN CONNECTION WITH CARLOAD SHIPMENTS OF FRESH OR GREEN  
FRUITS, FRESH OR GREEN VEGETABLES (INCLUDING POTATOES AND ONIONS),  
GRAPES, BERRIES, MELONS, EDIBLE NUTS OR CHRISTMAS TREES

When such cars which have been tendered and held on hold, inspection or public delivery tracks, of this railroad, are ordered to another track, within the switching limits of the same city or town where they have been held, of this railroad, time will be computed from the first 12:01 A.M. after actual or constructive placement on such other track without notice.

ITEM 270

(EXCEPTION TO ITEM 1010)

In event a coil steel gondola or a coil steel flat with covers is found unsuitable for loading, ITEM 1010 will NOT apply if the party ordering the car advises the railroad of rejection within 72 hours after actual placement.

ITEM 275

(EXCEPTION TO ITEM 1010)

(Applies only in connection with industries that perform their own switching).

In the event a covered hopper is found unsuitable for loading ITEM 1010-Series will not apply if the party ordering the car advises the railroad of rejection within 72 hours of actual placement. When the ordering party advises the railroad of rejection the reason for such rejection must also be stated.

ITEM 280

(EXCEPTION TO ITEM 1220)

When, at the time of actual placement for unloading the lading of cars loaded with import iron ore transferred from ship to cars at the port, is compacted requiring loosening to unload, the free time shall be extended forty-eight (48) hours, making a total of ninety-six (96) hours free time, provided the consignee shall, prior to the expiration of ten calendar days from the first 12:01 A.M. after actual placement on an other-than-public delivery track, send or give this railroad's agent a written statement certifying that the lading in the car or cars therein identified by initials and car numbers was compacted and required mechanical and/or manual labor to loosen, prior to completion of unloading. If the written statement is mailed, the date of mailing will be settled by the postmark. This will apply only to cars tendered at point of unloading May 15 to December 15, both inclusive, of each year.

ITEM 285

ALLOWANCE ON INBOUND LOADED CARS HELD FOR ACTUAL PLACEMENT  
AFTER TENDER BY CONSTRUCTIVE PLACEMENT OR ARRIVAL NOTICE  
(AS PROVIDED FOR IN ITEM 1235)

When demurrage charges accrue as the result of the act or neglect of this railroad, by not actually placing cars in a position accessible for unloading or delivering cars to industrial interchange or private tracks, as ordered, demurrage will be adjusted according to the formula set forth below in Parts 1 (Other-Than-Public Delivery Tracks Where Actual Placement Service Is Performed By Railroad), 2 (Industrial Interchange Tracks Where Actual Placement Service Is Performed By Industry), 3 (Public Delivery Tracks and Special Facilities Provided by Railroad) and 4 (Private Cars Held For Delivery On Private Tracks Of Their Owners Or Lessees), subject to the following conditions:

- A. The allowance will be based on one switch a day only on such days consignee is ready, willing and able to work at unloading (or received if Part 4, this item, applies), unless more frequent service is performed by custom or agreement. Thus, when switches are regularly made two (2), three (3), or four (4) times a day and so on, one half (1/2), one third (1/3), one fourth (1/4), etc., of the allowance will be made.
- B. No precise time of switch is guaranteed and no allowance will be made for time consignee awaits removal and placement of cars between regularly established switches.
- C. When actual placement or delivery is ordered by commodity, grade or other classification, separate allowances will be made for each such commodity, grade or other classification.
- D. Except as provided in Part 4, this item, no allowance will be made unless all cars under actual placement, or which have been delivered to industrial interchange tracks of industries performing the actual placement service, are released before the next switch is made or should have been made, but where actual placement or delivery is ordered by commodity, grade or other classification, this paragraph applies independently to each such separate allowance by commodity, grade or other classification. This paragraph also applies separately to each consignee in the application of Part 3, this item.
- E. Fractions resulting from the application of percentages provided in this item will be dropped if less than one-half (1/2) and increased to the next whole number if one-half (1/2) or more.
- F. Any allowance determined to be applicable under this item must be applied against the oldest cars held under constructive placement, or held under arrival notice as to each consignee, as the case may be, unless a consignee orders cars recently tendered in which event the allowance will first be applied against cars he actually ordered with any remainder of the allowance to be applied against his oldest tenders.
- G. The term "day" used in this item shall mean the period beginning at 12:01 A.M. on the date of the twenty-four (24) hour period in which the disability occurred. Thus, when a switch is missed in whole or in part at 1:00 A.M., it shall mean the twenty-four (24) hour period beginning at 12:01 A.M. of the previous date (see Note 1).

(CONTINUED ON NEXT PAGE)

**ITEM 285 (CONTINUED)**

- H. Demurrage charges assessed and billed will not be relieved under this item unless claim is presented in writing to this railroad within ninety (90) calendar days after the date on which demurrage bill is rendered, stating the conditions for which relief is claimed.

**PART 1  
OTHER THAN PUBLIC DELIVERY TRACKS WHERE ACTUAL PLACEMENT  
SERVICE IS PERFORMED BY RAILROAD**

1. When a switch is missed, if all cars under placement are released as required by ITEMS 425, 900 or 1005, that day will be excluded in computing time on each car held under constructive placement.
2. When a switch is missed, if only a part of the cars under actual placement are released as provided by ITEMS 425, 900 or 1005, or if, at the time switching service is performed, only part of the cars ordered are actually placed, that day will be excluded in computing time on cars held under constructive placement equal to the greater of the number of cars this railroad failed to place as ordered or the number produced by dividing the total number of cars ordered plus the number of loaded cars already under actual placement into the total number of cars the railroad failed to place as ordered and multiplying the quotient by the total number of cars held under constructive placement.

**PART 2  
INDUSTRIAL INTERCHANGE TRACKS WHERE ACTUAL PLACEMENT  
SERVICE IS PERFORMED BY INDUSTRY**

In the application of this part, the term "deliver(ed)" shall not apply to cars placed on interchange tracks where the industry cannot remove such cars for unloading because this Railroad has failed to remove cars previously returned to the interchange track. In such a case, cars will be considered as constructively placed.

- A. When a switch is missed, if all the cars previously delivered to industrial interchange tracks are released as required by ITEMS 430, 925 or 1005, that day will be excluded in computing time on each car held under constructive placement.
- B. When a switch is missed, if only a part of the cars previously delivered to industrial interchange tracks are released as required by ITEMS 430, 925 or 1005, or if, at the time switching service is performed, only part of the cars ordered are delivered, that day will be excluded in computing time on cars this railroad failed to deliver as ordered or the number produced by dividing the total number of cars ordered plus the number of loaded cars previously delivered into the total number of cars the railroad failed to deliver as ordered and multiplying the quotient by the total number of cars held under constructive placement.

**PART 3  
PUBLIC DELIVERY TRACKS AND SPECIAL FACILITIES PROVIDED  
BY RAILROAD**

In the application of this part, the unloading capacity of docks, platforms and unloading pits provided by this railroad for the convenience of consignees, will be considered as unloading positions on a public delivery track.

- A. When a switch is made, if a car is not actually placed or offered for placement for a particular consignee, that day will be excluded in computing time on all cars which have been tendered to such consignee by arrival notice but not actually placed.
- B. When a switch is missed, if all cars under actual placement are released as required by ITEMS 425, 900 or 1005, that day will be excluded in computing time on all cars for all consignees which have been tendered by arrival notice but not actually placed.

(CONTINUED ON NEXT PAGE)

**ITEM 285 (CONCLUDED)**

- C. When a switch is missed, only part of the cars at the special facility or public delivery track are released as required by ITEMS 425, 900 or 1005, or if, at the time switching service is performed, only part of the available of the available unloading positions are filled, that day will be excluded in computing time on cars tendered by arrival notice which have not been actually placed equal to the greater of the number of vacant unloading positions or the number produced by dividing the total number of unloading positions into the number of vacant unloading positions and multiplying the quotient by the number of cars tendered but not actually placed for each consignee. Determine the total number of cars on which this allowance will be made.

**PART 4  
PRIVATE CARS HELD FOR DELIVERY TO PRIVATE TRACKS OF THEIR  
OWNERS OR LESSEES**

When, as the result of the act or neglect of this railroad, private cars are not delivered to the private tracks of their owners or lessees as ordered, such cars will be considered released on the date and time the switch was made or should have been made; however, if the consignee subsequently ordered delivery of other cars in preference to these cars, these cars will again be considered constructively placed without notice and subsequent time they are considered constructively placed will be included in computing time until they are actually delivered.

**EXPLANATION OF NOTES**

- Note 1. When switching is performed prior to the date for which ordered, the date for which ordered (12:01 A.M. to 12:01 A.M.) will be excluded in computing time in lieu of the day the switch was missed.

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**ITEM 300**

**GLOSSARY OF TERMS**

For the purpose of applying rules of this tariff, the Glossary of terms defined in ITEMS 305 through 360 shall govern.

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**ITEM 305**

**PUBLIC DELIVERY TRACK**

Any accessible track open to the general public for loading or unloading.

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**ITEM 310**

**OTHER THAN PUBLIC DELIVERY TRACK**

Any railroad track or portion of a track assigned for individual use or for joint use, including privately owned or leased tracks.

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**ITEM 315**

**PRIVATE TRACK**

A track outside of this railroad's right-of-way, yard and terminals, and of which this railroad does not own, either rails, ties, roadbed or right-of-way. When a track or portion thereof owned or operated by this railroad is assigned to the purpose of its user through a written agreement, such lease or agreement will be considered as equivalent to ownership and the track or portion thereof treated as a private track. A track or portion thereof will be considered the private track of each of two or more parties when written consent has first been obtained from this railroad for such joint use of its track which has been assigned through a written lease or written agreement or when written notice of such joint use has been furnished this railroad by the owner of a private track prior to actual placement of a car for account of any joint user of the track.

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**ITEM 320**

**PRIVATE CAR**

A private car is a car bearing other than railroad reporting marks and which is not a railroad-controlled car.

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**ITEM 325**

**RAILROAD-CONTROLLED CARS**

A railroad-controlled car is a car provided to a railroad directly, by car companies or others, for indiscriminate use by the railroad in serving any of its customers.

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**ITEM 330**

**HOLIDAYS**

Whenever reference is made in this tariff to "holidays" or "legal holiday", it shall mean only the days listed below:

New Year's Day - January 1 (See Note 1)  
Washington's Birthday - Third Monday of February

(CONTINUED ON NEXT PAGE)

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**ITEM 330 (CONCLUDED)**

Good Friday - Friday before Easter Sunday  
Memorial Day - Last Monday of May  
Independence Day - July 4 (See Note 1)  
Labor Day - First Monday of September  
Thanksgiving Day - Fourth Thursday of November  
Friday after Thanksgiving  
Christmas Eve - December 24 (See Note 1)  
Christmas Day - December 25 (See Note 1)  
New Year's Eve - December 31 (See Note 1)

**EXPLANATION OF NOTES**

Note 1. When this date occurs on a Sunday, the following Monday will be observed as the holiday.

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**ITEM 335**

**CONSIGNOR**

The party in whose name cars are ordered and/or the party who furnished this railroad forwarding directions.

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**ITEM 340**

**CONSIGNEE**

The party to whom a shipment is consigned and/or the party entitled to receive the shipment.

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**ITEM 345**

**ACTUAL PLACEMENT**

Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor or consignee.

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**ITEM 350**

**CONSTRUCTIVE PLACEMENT**

When a car consigned or ordered to a private track, an industrial interchange track, or an other-public delivery track cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at destination, or if it cannot reasonably be accommodated there, at an available hold point and notice shall be sent or given the consignor or consignee that the car is held (naming the hold point if not held at destination) and that this railroad is unable to effect placement; however, if car is placed on the private track, industrial interchange track or other-than-public delivery track serving the consignor or consignee, the car shall be considered constructively placed without notice.

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**ITEM 355**

**CARS ACTUALLY OR CONSTRUCTIVELY PLACED AT  
EXACTLY 12:01 A.M.**

When cars are actually or constructively placed at 12:01 A.M., the time shall be computed from the same 12:01 A.M.; and placement shall be determined by the precise time the engine cuts loose.

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**ITEM 360**

**TIME TO BE OBSERVED**

In the application of these of these rules, the time to be properly applied is the time, daylight saving time or standard time, lawfully in effect in the community where the car is held.

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**ITEM 400****FREE TIME**

Items 405 through 435 contain provisions for free time, or describe the circumstances under which no free time will be allowed, as applicable to each car.

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**ITEM 405****FREE TIME**

Free time as designated will be allowed for each car:

**FORTY-EIGHT (48) HOURS**

1. Complete unloading as defined in ITEMS 900 through 935.
- 

**TWENTY-FOUR (24) HOURS**

1. Partial or complete loading as defined in ITEMS 800 through 835.
2. Partial unloading as defined in ITEMS 900 through 935.
3. Partial unloading and reloading.
4. Loading or unloading all commodities handled in intraplant switching service as defined in the switching or other tariffs of this railroad and will include "set-back service" as defined in tariffs of this railroad.
5. Diversions, Reconsignments or Reshipment.
6. Held in transit:
  - a. On order of consignor, consignee or owner of the freight.
  - b. For surrender of order notify bill of lading or payment of lawful charges.
  - c. Grain inspection.
  - d. Freight in bond for customs entry, Government inspection or certification.

Free time will be computed from the first 12:01 A.M. after placement, or after proper notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be excluded.

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**ITEM 410****EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED**

When empty cars are ordered or appropriated but not used in transportation service, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from the date and time of actual or constructive placement or appropriation until released, with no free time allowance.

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**ITEM 415****CARS RECEIVED UNDER LOAD AND HELD FOR FORWARDING DIRECTIONS**

On loaded cars received from another railroad and held by this railroad for forwarding directions or other disposition, demurrage will be assessed from the first 12:01 A.M. after receipt, without free time allowance and without notice, until proper forwarding directions or other disposition is furnished, except that cars received between 5:00 P.M. and 7:00 A.M. will not be subject to demurrage if disposition or forwarding directions are received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays.

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**ITEM 420****CARS MOVING FROM INITIAL POINT OF LOADING OR UNLOADING  
(SEE NOTE 1)**

When a car placed for loading or unloading (other than for intraplant service), whether or not partly loaded or partly unloaded at initial point, is moved by railroad or private power to another point within the confines of the same industry, or to another point in the same public delivery yard, or to a track of this railroad for subsequent return to the same industry or public delivery yard for completion of loading or unloading; twenty-four (24) hours free time for completion of loading or forty-eight (48) hours for completion of unloading shall be allowed for the entire transaction; except that, when this railroad makes a charge for such movement, the time incident thereto shall not be computed against the car.

**EXPLANATION OF NOTES**

Note 1. This item does not apply to private cars removed from private tracks.

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**ITEM 425****CARS UNLOADED AND RELOADED WHERE CARRIER PERFORMS  
SWITCHING SERVICE**

When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other and the free time for reloading shall not begin until the first 12:01 A.M. after unloading is complete and advice given in accordance with paragraph (5) of ITEM 900. When empty release information is not furnished, car will be released from the unloading transaction at 12:01 A.M. of the date forwarding directions are received.

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**ITEM 430****CARS UNLOADED AND RELOADED WHERE INDUSTRY PERFORMS  
SWITCHING SERVICE**

When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other and the free time for reloading shall not begin until the first 12:01 A.M. after unloading is complete, in which case the industry must notify this railroad date and time car was unloaded and this advice must be given within two (2) days, exclusive of Saturdays, Sundays and holidays, after completion of unloading. If this information is not furnished within the two (2) day period, car will be released from the inbound demurrage transaction on the date and time empty release information is received or, in the event the unloading information is not furnished before 12:01 A.M. of the date loaded car is returned to the interchange track, 12:01 A.M. of the date loaded car is returned to the interchange track will be the time and date to be observed on the inbound demurrage transaction.

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**ITEM 435****CARS FOUND TO BE OVERLOADED OR IMPROPERLY LOADED**

When cars are found to be overloaded or improperly loaded and not in conformity with railroad loading and clearance rules, the following will apply unless otherwise provided in individual railroad tariffs lawfully on file:

1. If found while still on industry or railroad tracks where loaded, car will be considered to be under continuous loading transaction until adjustment of the load has been made, if necessary, and final clearance is received for further movement (See Note 1).
2. If found at origin after having been removed from industry or railroad tracks where loaded, car will not be considered released until load has been adjusted, if necessary, and final clearance is received for further movement. The time between furnishing of forwarding directions and making of car available to consignor for adjustment will not be computed against car (See Note 1).

**EXPLANATION OF NOTES**

Note 1. Adjustment of load must include advice to authorized personnel of this railroad that shipment now conforms with railroad loading and/or clearance rules, and is now ready for inspection and/or measurements to permit final clearance for further movement.

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**ITEM 500****CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES**

Except as provided in ITEMS 565 and 570, cars specified in ITEMS 510 through 570 are not subject to the provisions of this tariff.

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**ITEM 505****CARS LEASED FOR STORAGE**

Demurrage rules and charges published herein will NOT apply to cars of NS ownership leased to shippers for storage of commodities.

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**ITEM 510****EXPORT CARS**

On cars consigned, reconsigned or declared for export when rules and charges applicable thereto are provided in tariffs lawfully on file with the Interstate Commerce Commission, except as to the extent indicated in such tariffs. This exception includes such cars held in transit because they cannot reasonably be accommodated at the ports and carload shipments loaded in open top equipment, when subject to Freight Tariff NS 9207-Series.

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**ITEM 515****CARS USED FOR TEST PURPOSES**

Cars used for the purpose of testing loading and unloading procedures, new types of dunnage and new type of equipment as authorized by this railroad.

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**ITEM 520****CARS USED IN HANDLING COAL OR COAL PRODUCTS AT COAL MINES,  
COAL WASHING PLANTS, AND COKE AT COKE OVENS**

When covered by demurrage rules and charges in Freight Tariff ICC RPS 6008-Series or other tariffs lawfully in effect and on file with the ICC.

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**ITEM 525****CARS HELD AT EXHIBITION POINT**

When for reloading upon which rental charge is assessed.

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**ITEM 530****CARS USED IN TRANSPORTING CIRCUS OR SHOW OUTFITS**

When other rules and charges applicable to the detention of such cars are provided in the tariffs or contracts covering the movement.

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**ITEM 535****CARS UNDER LOAD WITH COMPANY MATERIAL AND EMPTY CARS HELD  
FOR LOADING COMPANY MATERIAL FOR THIS RAILROAD**

When on its tracks or private sidings connected therewith including cars loaded or empty cars to be loaded with company material delivered to an industry for processing or other handling for this railroad.

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**ITEM 545**

**CARS MOVING UNDER FREIGHT RATES REQUIRING APPLICATION OF  
SPECIAL DEMURRAGE RULES**

When specific demurrage rules are carried in the freight rate tariffs, quotations or contracts.

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**ITEM 550**

**CARS CONTAINING FREIGHT REFUSED OR UNCLAIMED AND  
SUBSEQUENTLY SOLD BY THIS RAILROAD FOR CHARGES**

When and for the time held for convenience of this railroad beyond legal requirements.

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**ITEM 555**

**CARS ASSIGNED TO SHIPPERS RETURNED TO POINT OF ASSIGNMENT  
UNDER LOAD**

When containing:

- (1) Less-than-carload freight.
  - (2) Material authorized to be returned without freight charges under provisions of freight tariffs.
- 

**ITEM 560**

**RAILROAD AND PRIVATELY-OWNED CARS AND OTHER RAILROAD AND  
PRIVATELY-OWNED EQUIPMENT MOVING ON OWN WHEELS AS FREIGHT  
AT TARIFF RATES**

While held:

- (1) On tracks of this railroad.
  - (2) On private tracks unless subsequently loaded outbound subject to applicable carload rates, in which case provisions in this part governing cars held for loading are applicable.
- 

**ITEM 565**

**CARS LEASED FOR STORAGE OF COMMODITIES**

Cars of railroad ownership and cars of private ownership leased when empty, for the storage of commodities or for intraplant or intraterminal switching service, while held on private tracks of the lessee of the car, provided the use thereof is in no way connected with any transportation service for which a tariff charge is assessed, except switching charges. Cars loaded while under lease and subsequently shipped outbound, except in intraplant or intraterminal switching service, will be subject to these demurrage rules and charges for all detention from date such outbound loading began. Cars loaded while under lease and ordered out to the railroad to hold for disposition, but subsequently ordered returned to tracks of lessee, are subject to demurrage charges from the first 12:01 A.M. after they are received by the railroad until disposition is furnished with no free time allowance and without notice.

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ITEM 570

PRIVATE CARS HELD OR STORED ON PRIVATE OR RAILROAD TRACKS

PART A

1. Loaded private cars held on private tracks at destination will be subject to demurrage rules and charges of this tariff only when, before the car leaves point of shipment or reconsignment, the bill of lading, shipping order, reconsigning order or other shipping document used to direct movement to the point at which held indicates car is "subject to Paragraph 1, ITEM 570, Tariff NS 6004-Series" (see Note 1).
2. Loaded private cars, consigned or ordered for delivery to private tracks, which are exempt from demurrage rules and charges of this tariff, after delivery to private tracks but which first must be held on railroad tracks under constructive placement are subject to demurrage charges as provided in this tariff, after expiration of:
  - A. Twenty-four (24) hours free time when diverted, reconsigned or reshipped before delivery to private tracks; or,
  - B. Forty-eight (48) hours free time when delivered to private tracks.Such cars will be considered released from the applicable demurrage transaction of (A) or (B) above at the time the diversion, reconsignment or reshipment order is received, or at the time placement is made on the private tracks to which consigned or ordered.
3. Loaded or partially loaded private cars removed from private tracks on orders are subject to demurrage charges as provided in this tariff, without free time allowance and without notice, from the first 12:01 A.M. after such cars are received until forwarding directions are furnished or until the cars are placed on or returned to private tracks on orders. In the event these cars are received between 5:00 P.M. and 7:00 A.M. they will not be subject to demurrage if forwarding directions are received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays (see Note 2, this ITEM).
4. The average agreement provisions of ITEMS 600 through 655 of this tariff apply to private cars only to the extent provided below:
  - A. Credits cannot be earned on private cars except those subject to Paragraph (1) above or cars loaded or unloaded on other than private tracks.
  - B. Debits cannot accrue on private cars except cars loaded or unloaded on other than private tracks and those subject to Paragraphs (1) and (2) (B) above, but debits accruing on such cars may be offset by credits earned on other cars.
5. Empty private cars on railroad or private tracks, including such cars sent by the owner to a shipper for loading, will not be subject to this tariff.

EXPLANATION OF NOTES

- Note 1: If due to clerical error said notation is not placed on bill of lading, shipping order, reconsigning order or other shipping document, originating carrier will accept request from consignor in writing, or confirmed in writing, to add same to the original bill of lading, shipping order, reconsigning order or other shipping document. However, said request must be made prior to date of arrival of car at the billed destination.
- Note 2: When forwarding directions cannot be furnished because of authorized personnel of this railroad not being on duty to accept the forwarding directions, the consignor will have until 12:00 Noon of the next day on which this railroad has such personnel on duty to accept the forwarding directions and the forwarding directions will be considered to have been furnished at the time during the railroad's off-duty hours that the consignor was ready, willing and able to furnish the forwarding directions.

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**ITEM 600****AVERAGE AGREEMENT PLAN**

The provisions in ITEMS 605 through 655 will apply when the subscriber has entered into the written agreement provided in ITEM 655. The charges for the detention of all cars consigned to or ordered for loading by the subscriber within the jurisdiction of the same station will be computed on the basis of the average detention of all such cars released during each calendar month.

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**ITEM 605****CARS NOT SUBJECT TO AVERAGE AGREEMENT**

The following cars consigned to or ordered for loading by the subscriber are not subject to the average agreement provisions of this section:

- A. Cars loaded or unloaded in intraplant switching service, including "set back service", as defined in switching or other tariffs of this railroad (see ITEM 405).
  - B. Cars loaded while under lease and ordered out to the railroad to hold for disposition but, subsequently ordered returned to tracks or lessee (see ITEM 565).
  - C. Private cars, except as authorized by Paragraph (4) of ITEM 570, this tariff.
  - D. Cars which are reconsigned, diverted or reshipped at point of detention (see ITEM 1005).
  - E. Cars held in transit on orders of consignor or consignee; and, cars destined for delivery to a connecting line which are:
    - 1. Held for payment of lawful charges;
    - 2. Surrender of written order, advice, "order" bill of lading or other lawful substitute as required under Rule 7, Uniform Freight Classification Tariff ICC UFC 6000-Series.
  - F. Cars of grain subject to official inspection or grading, held in transit and placed for inspection or grading.
  - G. Empty cars ordered or appropriated for loading but not used (see ITEM 1010).
  - H. Loaded cars received from another railroad and held for forwarding directions (see ITEM 1015).
  - I. Cars containing freight in bond for customs entry and government inspection (see ITEM 1020).
- 

**ITEM 610****DEBIT**

A debit is a unit of liability that is chargeable against a car for each day or fraction of a day for each of the first four days the car is held beyond the free time or the adjusted free time as provided in ITEMS 1200 through 1235, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Debits may be offset by credits earned on other cars on a one-for-one basis. In no case shall any one car accrue more than four debits, and in no case shall more than four credits be applied to offset debits accrued on any one car.

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**ITEM 615****CREDIT**

A credit is a unit of value for each car released prior to the expiration of the first twenty-four (24) hours of free time. Only one credit may be earned on any one car and that credit may be applied to offset a debit accruing on another car released during the same month. Credits earned on cars held for loading shall not be used to offset debits accruing on cars for unloading, nor shall credits earned on cars held for unloading be used to offset debits accruing on cars for loading.

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**ITEM 620****DEMURRAGE CHARGES ON CARS SUBJECT TO AVERAGE AGREEMENT (See ITEM 625)**

On cars subject to the average agreement, after expiration of free time, or the adjusted free time in ITEMS 1200 through 1235 (see Note 1), the following charges per car per day, or fraction of a day, will be made until car is released:

\$20.00 for each of the first four debit days.  
\$30.00 for each of the next two days.  
\$60.00 for each subsequent day.

The applicable charge will accrue on all Saturdays, Sundays or holidays subsequent to the first debit day, including a Saturday, Sunday or holiday immediately following the day on which the first debit begins to accrue. Charges which accrue after the fourth debit day may not be offset by credits.

**EXPLANATION OF NOTES**

Note 1. Cars subject to the average agreement will not be allowed adjustments provided for in ITEM 1210 and Paragraphs 1 and 2 of ITEM 1220, except when bunching has been caused by floods, earthquakes, hurricanes or tornadoes and conditions in the devastated area resulting there from, or strikes of railroad employees, and cars are subsequently delivered to consignee in accumulated numbers.

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**ITEM 625****MONTHLY COMPUTATION OF DEMURRAGE CHARGES**

At the end of each calendar month, the total number of credits will be deducted from the total number of debits and \$20.00 per debit will be charged for the remainder (see Note 1). If the credits equal or exceed the debits, no charge will be made for the detention of the cars except as otherwise provided in ITEM 620 for detention beyond the fourth debit day. No payment will be made by this railroad on account of such excess credits: nor shall credits in excess of the debits of any one month be considered in computing the average detention for another month.

For the purpose of this item, the end of the calendar month shall be considered as closing at the first 7:00 A.M. of the following month.

**EXPLANATION OF NOTES**

Note 1. In the event of a rate change which causes debits and credits to have difference liabilities and values, each debit and credit will be converted to the monetary value in effect on the day such debit or credit accrued. At the end of the calendar month the total value of credits earned will be deducted from the total liability of the debits accrued in the above prescribed manner.

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**ITEM 630****SECURITY**

A party who enters into this average agreement may be required to give sufficient security to this railroad for payment of balance against him at the end of each month.

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**ITEM 635****COMBINING PLANTS AND STATIONS**

Subject to the requirement of ITEM 625, debits and credits applying to cars released by one consignor or consignee within the jurisdiction of the same station, and served by one and the same railroad, must be combined provided that in no case shall debits and credits be combined among two or more customers or are released under the jurisdiction of two or more stations; nor can debits and credits be combined when released on different railroads, either at the same or at different stations, except where separate average agreement is requested in writing for each plant of the consignor or consignee, in which event each plant will be considered as one consignee or consignor for the purpose of applying this section. Each station as listed in the Official List of Open and Prepay Stations, ICC OPSL 6000-Series, shall be considered a separate station in the application of this average agreement.

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**ITEM 640****CARS NOT CONSIGNED TO OR ORDERED BY SUBSCRIBER**

When this railroad is notified in writing at or prior to time of delivery that a subscriber in whose care a shipment is consigned, or to whom it is ordered for delivery, is the absolute or qualified owner thereof and responsible for all charges collectible at destination, the car containing such shipment must be included in the average agreement of such subscriber. Empty cars ordered in the name of other parties may not be included in such subscriber's average agreement.

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**ITEM 645****CARS CONSIGNED TO PUBLIC FIRMS**

Cars consigned, reconsigned, or ordered to a public elevator, public warehouse, cotton compress, processing or fabricating plant, serving various parties, shall be combined in one average agreement; and the party signing the agreement as principal shall assume responsibility for all demurrage as assessable thereunder.

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**ITEM 650****CARS CONSIGNED TO GOVERNMENT AGENCIES**

Cars consigned to the United States, state or municipal governments, may be included in the construction contractor, the operation of a government agency, or any industrial plant to whom the cars are ordered delivered for unloading.

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ITEM 655

DEMURRAGE AVERAGE AGREEMENT

A demurrage average agreement will be made effective on the first day of the month following receipt of patron's application; except, when the credit status of the applicant is not satisfactory to this railroad at that time, the agreement shall be made effective on the first day of the month following approval by this railroad of credit arrangement for the applicant to operate under an average agreement. When the applicant desires to have an agreement made effective prior to the first of the following month, it may be made effective on the date of receipt of the application provided his credit status is then satisfactory; otherwise, on the date this railroad approved credit arrangement; provided, however, that no cars have been released the same month prior to the date the agreement is made effective. The following agreement shall be required for all applicants to operate under the average agreement.

AGREEMENT

Being fully acquainted with the terms, conditions and effect of the average basis for settling for detention of cars, as set forth in . . . . . Railroad. . . . . being the car demurrage rules governing at all stations and sidings on the lines of said railroad, except as shown in said tariff, and being desirous of availing (myself or our-selves) of this alternate method of settlement (I or We) do expressly agree to and with the . . . . . Railroad that with respect to all cars which may, during the continuance of this agreement, be handled for (my or our) account at . . . . . (Station) (I or We) will fully observe and comply with all terms and conditions of said rules as they are now published, or may hereafter be lawfully modified by duly published tariffs and will make prompt payment of all demurrage charges accruing thereunder in accordance with the average basis as therein established or as hereafter lawfully modified by duly published tariffs.

This agreement to be effective on and after . . . . . day of . . . . . 19 . . . and to continue until termination, by written notice from either party to the other which shall become effective on the first day of the month succeeding that in which it is given, except that for any failure or refusal to pay charges lawfully accruing under this agreement, it may be terminated as of the date of written notice of termination.

. . . . .  
. . . . .  
. . . . .

Approved and accepted . . . . . 19. . . . . by and on behalf of the above  
named railroad by . . . . .

**ITEM 700**

**DEMURRAGE CHARGES ON CARS NOT SUBJECT TO AVERAGE AGREEMENT**

On cars not subject to average agreement and for detention not subject to ITEM 1205 (Strike Interference), after expiration of free time allowed or without free time allowance, when none is provided, the following charges per car per day, or fraction of a day, will be made until car is released.

\$20.00 for each of the first four chargeable days,  
\$30.00 for each of the next two days,  
\$60.00 for each subsequent day.

The applicable charge will accrue on all Saturdays, Sundays and holidays subsequent to the first chargeable day, including a Saturday, Sunday or holiday immediately following the day on which the first chargeable day begins to run, except as otherwise provided in ITEMS 1010, 1015 or 1200 through 1235.

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**ITEM 800****RULE GOVERNING CARS HELD FOR LOADING**

Loading is the complete or partial loading of a car within the confines of the same industry or public delivery yard and must be completed in conformity with railroad loading and clearance rules. Loading includes the following:

- (1) advice that car is ready for forwarding;
- (2) furnishing of forwarding directions;
- (3) advice that car is ready for forwarding after being held to finish loading; and
- (4) advice that car is ready for railroad inspection and/or measurement to obtain final clearance for movement via route shown on forwarding direction. (open top equipment).

The term "including the furnishing of forwarding directions" means that the actual date and time such forwarding directions are received from the consignor. When consignor cannot furnish forwarding directions because of authorized personnel of this railroad not being on duty to accept the forwarding directions, the consignor will have until 9:00 A.M. of the next day on which this railroad has such personnel on duty to furnish forwarding directions, and the forwarding directions will be considered to have been furnished at the time during the railroad's off duty hours that the consignor was ready, willing and able to furnish the forwarding directions. (See Note 1, this ITEM).

**EXPLANATION OF NOTES**

Note 1. When this railroad utilizes electronic or mechanical devices which accept communication, either written or oral, the recorded date and time forwarding directions are received from the consignor will govern the release of cars.

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**ITEM 805****FORWARDING DIRECTIONS**

The term "forwarding directions" means a bill of lading or other suitable order, given to this railroad and containing all of the necessary information to transport the shipment, which authorizes:

- (1) The immediate delivery of a car to a connecting line for further movement (only when car has been loaded in terminal switching service), or
- (2) The immediate forwarding of a car to a consignee at another location at the same station or to a consignee at another destination.

An order to move a car from a shipper's loading or storage track to this railroad's yard or hold track to be held for "forwarding directions". Whether furnished by the party loading the car or another party, or a bill of lading or an order consigning the car to the agent of this railroad which has no beneficial interest in the lading, does not constitute "forwarding directions" under this section. A bill of lading or other suitable order covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding directions" under this section until clearance is received from all carriers in the routing. When forwarding directions are furnished covering line haul movement, this information must include the consignee, the destination, the commodity description, whether prepaid or collect, and full instructions relative to stop-offs.

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**ITEM 810****FORWARDING DIRECTIONS RECEIVED BY U.S. MAIL  
(SEE EXCEPTION 1 BELOW)**

When this railroad received forwarding directions by U.S. Mail or by wire, such instructions shall be considered as having been received after 12:01 A.M. on the date received.

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**ITEM 815****OTHER-THAN-PUBLIC-DELIVERY-TRACKS**

On cars for loading on other-than-public-delivery-tracks, time shall be computed from the first 12:01 A.M. after actual or constructive placement, or after proper notification where required.

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**ITEM 820****PUBLIC DELIVERY TRACKS**

On cars for loading on public delivery tracks, time shall be computed from the first 12:01 A.M. after actual placement and without notice. However, notification shall be sent or given on cars not placed within twenty-four (24) hours after 12:01 A.M. on the date for which cars were ordered to be placed; and, in such case, time shall be computed from the first 12:01 A.M. after notification is sent or given to the consignor, or party ordering the car, that the cars have been placed.

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**ITEM 825****APPROPRIATED CARS**

When an empty car is appropriated, without being ordered, it shall be considered as having been ordered and actually placed at the time so appropriated. When an empty car placed on an order of one party is appropriated by another party without permission of this railroad, it shall be considered as having been initially ordered and placed on the order of the party appropriating the car.

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**ITEM 830****EMPTY CARS PLACED PRIOR TO DATE FOR WHICH ORDERED**

On empty cars placed prior to date for which ordered, time shall be computed from 12:01 A.M. of the date for which ordered except when loading commences prior to date for which ordered, time shall be computed from the first 12:01 A.M. thereafter.

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**ITEM 835****INTERCHANGE TRACKS OF INDUSTRIAL PLANTS**

On empty cars for delivery on interchange tracks of industrial plants performing switching service for themselves or for other parties, time shall be computed from the first 12:01 A.M. after actual or constructive placement on such interchange tracks and continue until the cars are returned to the same or another interchange track and forwarding directions, when required, furnished in accordance with ITEM 800. Where two or more parties, each with its own power, take delivery from the same interchange track, or where this railroad uses the interchange track for other cars; or where the interchange tracks is not adjacent to the plant and the industry uses the railroad track to reach the interchange track, notice of placement shall be sent or given to the consignor and time shall be computed from the first 12:01 A.M. thereafter.

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**ITEM 900****RULES GOVERNING CARS HELD FOR UNLOADING**

Unloading, as required under Rule 27 of Uniform Freight Classification Tariff ICC UFC 6000-Series, or partial unloading shall include:

- (1) The surrender of bill of lading on shipments billed "to order" or surrender of written order or advice, or surrender of other lawful substitute, as required under Rule 7, Uniform Freight Classification Tariff ICC UFC 6000-Series.
- (2) Payment of lawful charges when required prior to delivery of the car.
- (3) Furnishing of a "turnover" order (an order for delivery to another party) after car has been placed for delivery and no additional movement of the car is made to a point beyond the confines of the same industry or same public delivery yard.
- (4) Advice that the car is ready for forwarding, accompanied by forwarding directions when necessary, after being held to partly unload and partly reload.
- (5) Advice by consignee given to authorized personnel of this railroad, either by telephone or in writing, that car is unloaded and available to this railroad. Information given must include identity of consignee, party furnishing data and car initial and number, with record of such information being maintained by this railroad, including date and time of receipt and identity of party receiving the information.

**EXPLANATION OF NOTES**

Note: On cars requiring surrender of bill of lading, written order, advice, or other lawful substitute, or on cars requiring payment of lawful charges, whether such cars have been placed in position to unload or not, time will be computed from the first 12:01 A.M. after notice of arrival is sent or given to the consignee or party entitled to receive same. When the bill of lading, order, advice, other lawful substitute or payment of lawful charges is received by this railroad via U.S. Mail, it shall be considered as received after 12:01 A.M. of the date received.

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**ITEM 905****CARS HELD IN BREAKUP OR HOLD YARDS FOR ORDERS**

When a consignee has not notified this railroad of the track upon which he wished his car placed, either by general or specific orders as to incoming freight at or prior to arrival of shipment, the car will be held at any available breakup or hold yard and time computed from the first 12:01 A.M. after notice of constructive placement is sent or given to consignee or party entitled to receive same, until release as provided in applicable provisions of this tariff.

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**ITEM 910****OTHER-THAN-PUBLIC-DELIVERY-TRACKS**

On cars for unloading on other-than-public-delivery-tracks, time shall be computed from the first 12:01 A.M. after actual or constructive placement, or after proper notification where required.

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**ITEM 915****PUBLIC DELIVERY TRACKS**

Except as provided in ITEMS 900, 905 and 920 cars for unloading on public delivery tracks, time will be computed from the first 12:01 A.M. after actual placement (see Note 1) and after required notice has been sent or given.

**EXPLANATION OF NOTES**

Note: When delivery of cars on public delivery tracks cannot be made on account of more cars on hand than such tracks will accommodate, such cars will be held at an available hold point and time computed from the first 12:01 A.M. after notice of arrival at the hold point is sent or given consignee, provided one or more of such consignee's cars are placed or offered for placement each time the facility is switched. The provisions of this note are not applicable if prior to the first 12:01 A.M., exclusive of Saturdays, Sundays and holidays, after arrival notice is sent or given, consignee requests delivery at another public delivery track at destination where space is available. In such case the alternative delivery shall be made.

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**ITEM 920****SPECIAL FACILITIES REQUIRED FOR UNLOADING**

Except as provided in ITEMS 900 and 905, on cars for unloading at cranes, public delivery trestle tracks and other special facilities (see Note 1) furnished by this railroad because of nature of the commodity, time will be computed from the first 12:01 A.M. after actual placement (see Note 2) and after required notice has been sent or given consignee.

**EXPLANATION OF NOTES**

- Note 1. In the application of this ITEM, docks or platforms and unloading pits provided by this railroad in public delivery yards for the convenience of consignees are not special facilities within the meaning of this ITEM.
- Note 2. When delivery of cars to the special facilities named in this ITEM cannot be made on account of more cars on hand than the facilities will accommodate, cars will be held at an available hold point and time computed from the first 12:01 A.M. after notice of arrival at the hold point is sent or given consignee, provided one or more of such consignee's cars are placed or offered for placement each time the facility is switched.
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**ITEM 925****INTERCHANGE TRACKS OF INDUSTRIAL PLANTS**

On loaded cars for delivery on interchange tracks of industrial plants performing the switching service for themselves or for other parties, time shall be computed from the first 12:01 A.M. after actual or constructive placement on such tracks and continue until the cars are returned to the same or another interchange track, and advice given in accordance with paragraph (5) of ITEM 900. Where two or more parties, each with its own power, take delivery from the same interchange track, or where this railroad used the interchange track for other cars; or where the interchange track is not adjacent to the plant and the industry uses this railroad track to reach the interchange track, a notice of placement shall be sent or given to the consignee and time shall be computed from the first 12:01 A.M. thereafter.

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**ITEM 930****TIME OF RELEASE FOR CARS UNLOADED BY THIS RAILROAD**

When cars subject to these rules are unloaded by this railroad, such cars shall be released at the time request to unload is received from the consignor or consignee, provided this railroad has obligated itself by tariff provisions to unload. In the absence of such tariff obligation, release shall be effected at the time the unloading is completed when for convenience of this railroad. When freight is unloaded by this railroad in or upon railroad premises, it shall be subject to storage rules and charges from the time the cars are released from these rules.

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**ITEM 935**

**DELIVERING CARRIER AND CONSIGNEE UNABLE TO RECEIVE CARS**

When a delivering carrier is unable to accept the physical interchange of cars offered by a connecting railroad because of the consignee's inability to receive the cars, the connecting railroad shall give the delivering railroad a notice showing each car initial and number, contents, consignee and, if transferred in transit, the initials and number of the original car. The delivering railroad will then send or give the consignee a notice of constructive placement.

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**ITEM 1000****RULE GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING  
OR UNLOADING**

ITEMS 1005 through 1030 will apply when cars are held for purposes other than loading or unloading, including cars which have been tendered for loading or unloading under the provisions of ITEMS 800 through 935 and which are later reconsigned, diverted, reshipped, or released empty after having been ordered or appropriated, in which event tender of a car under such items will govern in computing time under these provisions. Cars held subject to the provisions of ITEMS 1005 through 1030 will not be subject to the Average Agreement.

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**ITEM 1005****CARS HELD FOR RECONSIGNMENT, DIVERSION OR RESHIPMENT**

On cars held for reconsignment, diversion or reshipment time will be computed from the first 12:01 A.M. following the sending or giving of notice. The term "diversion" or "reconsignment" will be applied as defined in the reconsignment tariffs of this railroad, except that under this provision, a "turnover" (an order for delivery to another party) which does not involve an additional movement of the car to a point beyond the confines of the same industry or same public delivery yard is not a reconsignment for the purposes of applying this provision. A "reshipment" is the making of a new contract by which, under a new rate, the entire original lading, without being unloaded, is forwarded in the same car to another destination, or another place of delivery at the same destination, which requires a movement beyond the confines of this industry or the public delivery yard where the car has been originally delivered. When diversion or reconsignment is consummated on an order mailed, wired, or otherwise transmitted by the consignor to an agent of this railroad, or an agent of any railroad which has participated in the transportation transaction, such order will be considered as having been received after 12:01 A.M. on the date received. When an order is received for "reshipment" it shall contain all the necessary information to transport the shipment to its new destination; and, if the order for "reshipment" is transmitted by U.S. Mail, it shall be considered as having been received after 12:01 A.M. of the date received.

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**ITEM 1010****EMPTY CARS ORDERED OR APPROPRIATED FOR LOADING BUT NOT USED**

When empty cars are placed on orders or appropriated but not used in transportation service, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from actual or constructive placement or appropriation until date and time advice is given to authorized personnel of this railroad, either by telephone or in writing, that such cars will not be used and are available to this railroad (see Notes 1 and 2).

In the application of this ITEM a demurrage day consists of a twenty-four (24) hour period or fraction thereof computed from the hour of actual or constructive placement of the car or appropriation, except that on cars placed in advance of the date for which ordered for loading, time will be computed from 12:01 A.M. of the day for which so ordered. When a car so ordered and placed on a public track is not used, and no advice from the party who ordered the car has been received within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, from the first 12:01 A.M. after demurrage charges begin, the car may be removed and treated as released at the time of removal.

(CONTINUED ON NEXT PAGE)

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**ITEM 1010 (CONCLUDED)**

In event a car is rejected account not suitable for loading, this item will not apply if the party ordering the car advises this railroad of rejection and condition that caused car to be rejected within twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, after actual placement (see Notes 1 and 2). These provisions will also apply in connection with cars that are held on constructive placement on shipper-owned or leased tracks.

If rejection has not been made within time specified in the previous paragraph, demurrage will be charged for all detention, computed as set forth in this ITEM.

**EXPLANATION OF NOTES**

- Note 1. When advice cannot be furnished because of authorized personnel of this railroad not being on duty to accept the advice, the party ordering the car will have until 9:00 A.M. of the next day on which this railroad has such personnel on duty to furnish the advice and the car will be released at the time during the railroad's off-duty hours such party was ready, willing and able to furnish the advice.
- Note 2. Industries performing switching service for themselves or other parties must, in addition to advising this railroad that cars will not be used in transportation service for loading, return such cars to the industrial interchange track.

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**ITEM 1015**

**CARS RECEIVED UNDER LOAD AND HELD FOR FORWARDING DIRECTIONS**

On loaded cars received from another railroad and held by this railroad for forwarding directions, or other disposition, demurrage will be assessed from the first 12:01 A.M. after receipt until proper forwarding directions or other disposition is furnished, except that cars received between 5:00 P.M. and 7:00 A.M. will not be subject to demurrage if disposition or forwarding directions received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays (see Note 1, this ITEM).

**EXPLANATION OF NOTES**

- Note 1. When forwarding directions or other disposition cannot be furnished because of authorized personnel of this railroad not being on duty to accept the directions or other disposition, the consignor will have until 12:00 Noon of the next day, on which this railroad has such personnel on duty to accept forwarding directions or other disposition and the following directions or other disposition will be considered to have been furnished at the time during the railroad's off-duty hours that the consignor was ready, willing and able to furnish the forwarding directions or other disposition.

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**ITEM 1020**

**CARS CONTAINING FREIGHT IN BOND FOR CUSTOMS ENTRY,  
GOVERNMENT INSPECTION, OR CERTIFICATION**

On cars containing freight in bond for customs entry and Government inspection, time will be computed from the first 12:01 A.M. after notice has been sent or given. Cars will be released at the date and time this railroad is furnished with release from customs entry and government inspection and disposition instructions.

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**ITEM 1025**

**CARS HELD AT CANADIAN BORDER**

Demurrage rules and charges published herein will apply at Niagara Falls, ON, Fort Erie, ON and Welland Junction, ON, on cars moving from Canada to the United States of America via Black Rock, Buffalo or Suspension Bridge, NY, held for reconsignment or otherwise, and on cars destined for consignees located in Black Rock, Buffalo or Suspension Bridge, NY, while awaiting final delivery orders, or when delivery cannot be effected due to inability of consignees to receive same. On such cars held at Niagara Falls, ON, Fort Erie, ON, and Welland Junction, ON, these rules will apply the same as if cars were held under like conditions at Black Rock, Buffalo or Suspension Bridge, NY, except that Canadian Car Demurrage Rules and Charges will apply on such cars originating in Canada, moving via Black Rock, Buffalo or Suspension Bridge, NY, or destined for consignees located in Black Rock, Buffalo or Suspension Bridge, NY, when held at Canadian border points for Canadian Government Form 8-13 or account other Canadian Government regulations.

**ITEM 1030**

**CARS OF HAZARDOUS MATERIALS HELD AWAITING RECEIPT  
OF HIER FORM**

When cars of hazardous materials consigned to destinations in Canada, or routed through Canada, are held at Detroit, MI or Buffalo, NY awaiting receipt by the agent of carriers Hazardous Information Response Form, time will be computed from the first 12:01 A.M. following the sending or giving of notice of arrival. Cars will be released at the time such HIER Form is received by carrier's agent at the station at which car is held. If such HIER Form is received by U.S. Mail, it will be considered as having been received after 12:01 A.M. on the date received.

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**ITEM 1100****NOTIFICATION REQUIREMENTS**

In all cases where the consignee, or other party is entitled to receive notification as provided in ITEMS 1105 through 1190, such notification shall be sent or given by this railroad within twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, of arrival of car at destination or hold point. However, no notice is required to be sent or given where the movement or transportation rate of a car initially tendered under demurrage or detention provisions of this tariff or other tariffs are changed so as to bring the detention of such cars under the provisions of this tariff. In such case the tender required under this tariff or other tariffs will constitute the required notice of this tariff.

Nothing in this section will preclude this railroad from sending or giving notification on Saturdays, Sundays and holidays when it is a position to do so.

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**ITEM 1105****CARS CONSTRUCTIVELY PLACED**

Notification of constructive placement shall be sent or given for all cars (loads and empties) which are held on tracks of this railroad at available hold points or at billed destination because of any condition attributable to the consignee or consignor which prevents this railroad from making actual placement. Such cars which have been placed by this railroad on private or other than public delivery tracks, including lead tracks serving the consignee or consignor shall be considered constructively placed without notice.

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**ITEM 1110****CARS FOR UNLOADING ON PUBLIC DELIVERY TRACKS**

Notice of arrival shall be sent or given within twenty four (24) hours of arrival of car at destination or hold point. In case car is not placed within twenty-four (24) hours from the first 12:01 A.M. after notice of arrival has been sent or given, notice of placement shall be sent or given (see Note 1, this ITEM).

**EXPLANATION OF NOTE**

Note 1. Where car is held for special purpose of consignee as provided in ITEMS 900, 905, 915, and 920, placement notice shall be sent or given only in case car is not placed within twenty-four (24) hours from the first 12:01 A.M. after order for placement is received.

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**ITEM 1115****CARS FOR LOADING ON PUBLIC DELIVERY TRACKS**

Notice of placement shall be sent or given only when car is placed twenty-four (24) hours or more after 12:01 A.M. of the date for which ordered.

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**ITEM 1120****CARS HELD FOR SPECIAL PURPOSES**

Notice of arrival shall be sent or given within twenty-four (24) hours of arrival of car at destination or hold point under the following conditions:

- (1) When the consignee has not notified this railroad of the track upon which he wished his car placed, either by general or specific orders as to incoming freight at or prior to arrival of shipment.
  - (2) When surrender of bill of lading on shipment billed "to order", surrender of written order or advice, or surrender of other lawful substitute is required under Rule 7, Uniform Freight Classification Tariff ICC UFC 6000-Series.
  - (3) Payment of lawful charges when required prior to delivery of the car.
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**ITEM 1125****CARS STOPPED IN TRANSIT**

When cars are held in transit because of any condition solely attributable to the consignor, consignee, or owner, a notice shall be sent or given to the party ordering the car stopped upon arrival of cars at the point of stoppage. This will not apply to cars stopped in transit for in-transit privilege, but notice as otherwise required shall be sent or given to the party designated to perform the in-transit service.

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**ITEM 1130****REFUSED CARLOAD FREIGHT**

When carload freight is refused at destination, this railroad shall within twenty-four (24) hours (exclusive of Saturdays, Sundays and holidays) after being advised of refusal, give notice of such refusal by telephone or electronic communication (see Note 1) to the consignor or owner when known, or when not known, to the agent at point of shipment, who shall promptly notify the consignor, if known.

**EXPLANATION OF NOTES**

Note 1. If notice is transmitted by telephone, a written record shall be maintained by this railroad.

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**ITEM 1135****UNCLAIMED CARLOAD FREIGHT**

When carload freight cannot be delivered by this railroad and remains on hand underdelivered and unclaimed at the expiration of three days (perishable), or five days (non-perishable) (exclusive of Saturdays, Sundays and holidays), computed from the first 12:01 A.M. after proper notice has been sent or given, a notice to that effect shall be given by telephone or sent by electronic means (see Note 1) to the consignor or owner when known and when not known to the agent at point of shipment, who shall promptly notify the consignor, if known.

**EXPLANATION OF NOTES**

Note 1. If notice is transmitted by telephone, a written record shall be maintained by railroad.

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**ITEM 1140****EXCEPTIONS TO NOTIFICATION REQUIREMENTS IN ITEM 1135**

Notification of unclaimed carload freight shall not be sent under the following circumstances:

- (1) When actually placed, or constructively placed, for delivery on other than public delivery tracks or industrial interchange tracks serving the consignee.
- (2) When the consignee has paid the freight charges at the destination, or has ordered in writing that the car be placed for unloading.
- (3) When the consignor has advised either the destination or originating railroad in writing that such notice is not required.
- (4) When the consignor and consignee are the same and a notice of arrival has previously been sent or given.
- (5) When the bill of lading has been surrendered or an indemnity bond furnished for shipment covered by "to order" bills of lading.
- (6) When consignor or owner has been previously sent or given a notice by wire that the car is being held for disposition instructions.

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**ITEM 1145****METHODS AND PROCEDURES FOR NOTIFICATION**

Notification may be sent or given:

- (1) In writing by U.S. Mail or otherwise.
- (2) By personal or telephone communication (see Note 1, this ITEM)
- (3) By action of the consignee (see ITEM 1160).
- (4) By delivery of cars upon other than public delivery tracks or industrial interchange tracks serving consignee or consignor.

**EXPLANATION OF NOTES**

Note 1. When consignor or consignee utilizes an electronic or mechanical device to accept messages (either in written or oral form), notification left on such device will be considered as having been given to consignor or consignee, as the case may be.

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**ITEM 1150****IN WRITING BY U. S. MAIL OR OTHERWISE**

Notification forwarded by U.S. Mail shall be considered delivered prior to the first 12:01 A.M. after it was sent. Date and time of written notification delivered otherwise must be recorded, and will establish date and time of notification. Copies of notification by U.S. Mail or otherwise shall be maintained by this railroad's agent. When the address of the consignee does not appear on billing and is not known, notice of arrival must be deposited in the United States Mail bearing return address, same to be preserved on file if returned.

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**ITEM 1155****BY PERSONAL OR TELEPHONE COMMUNICATION**

Written confirmation of personal or telephone notification will be furnished to consignor or consignee when consignor or consignee has filed a written request with this railroad. A written record of personal or telephone notification, including requested confirmation, shall be maintained by this railroad's agent (see Note 1).

**EXPLANATION OF NOTES**

Note 1. When consignor or consignee utilizes an electronic or mechanical device to accept messages (either in written or oral form), notification left on such device will be considered as having been given to consignor or consignee, as the case may be.

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**ITEM 1160****BY ACTION OF CONSIGNEE**

In all cases where any part of the contents of the car has been inspected or removed by the consignee prior to the sending or giving of notice, such inspection or removal shall constitute the required notification.

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**ITEM 1165****BY DELIVERY OF CARS UPON OTHER-THAN-PUBLIC-DELIVERY TRACKS  
OR INDUSTRIAL INTERCHANGE TRACKS**

Delivery of cars upon other-than-public-delivery tracks or upon industrial interchange tracks, including lead tracks of the consignee or party entitled to receive same, will constitute notification to consignee.

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**ITEM 1170****INFORMATION REQUIRED FOR NOTIFICATION**

Notification information shall include:

- (1) Car initial and number - all notifications. If contents transferred en route, must include original car initial and number.
  - (2) Contents - all notifications.
  - (3) Point of shipment - unless the consignor and/or broker has advised otherwise - for arrival notification only.
  - (4) Hold point - for constructive placement notification when cars are held short of billed destination.
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**ITEM 1175****RAILROAD FAILURE TO SEND OR GIVE REQUIRED NOTICE**

When this railroad fails to send or give the consignee or consignor the required notice of arrival or placement, or the required notice of refused or unclaimed carload freight, the consignee or consignor shall not be charged demurrage from the first 12:01 A.M. after the notice should have been sent or given to the first 12:01 A.M. following the date it was actually sent or given; provided that, if through error, notice of refused or unclaimed freight is transmitted by mail instead of by electronic means, this waiver of liability for demurrage charges shall be terminated on the date such mailed notice is received by the consignor.

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**ITEM 1180****INSUFFICIENT INFORMATION IN ARRIVAL NOTIFICATION**

When notice of arrival does not contain all of the information specified in ITEM 1170, the consignee or party entitled to receive notification shall not have the right to question the sufficiency of such notice unless within forty-eight (48) hours from the first 12:01 A.M. after notice of arrival has been sent or given to the consignee or party entitled to receive same, he shall furnish this railroad's agent a written statement of the omitted information required, in which event the time between receipt of such statement and the furnishing of the omitted information will not be computed against the consignee. When this railroad handles the car in switching service only, he will transmit the request to the inbound line-haul railroad's agent, who will promptly furnish the information direct to the consignee and advise this railroad's agent the date and time furnished.

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**ITEM 1185**

**CLAIM OF DELAYED NOTICE BY U.S. MAIL  
(SEE NOTE 1)**

When a claim is made that a mail notice was mailed at a later date or delayed through postal service, the date of mailing shall be determined by the postmark. If the notice bears no postmark or if the postmark bear no date or is illegible, the records of this railroad shall govern.

**EXPLANATION OF NOTES**

Note 1. The provisions of this ITEM apply only in connection with Paragraph (1) of ITEM 1145.

**ITEM 1190**

**IDENTIFICATION OF SHIPMENT ACTUALLY OR CONSTRUCTIVELY  
PLACED ON AN OTHER-THAN-PUBLIC-DELIVERY TRACK**

When, in order to identify the shipment in a car actually or constructively placed on an other-than-public-delivery track, the consignee files request in writing before unloading begins or other disposition is made, for the name of the consignor, point of shipment; or, if transferred in transit, the initial and number of the original car, the time between receipt of the request and compliance therewith will not be computed against the consignee. When this railroad handles the car in switch service only, it will submit the request to the inbound line-haul carrier's agent, who will furnish the information direct to the consignee, advising this railroad's agent of the date and time furnished.

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ITEM 1200

ALLOWANCE PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES

Demurrage charges assessed or collected for detention of cars through causes named in ITEMS 1205 through 1235 will, subject to conditions set forth herein, be promptly cancelled or refunded.

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ITEM 1205

STRIKE INTERFERENCE

When it is impossible to load or unload or receive cars from or make cars available to this railroad because of strike interference at the point where the loading or unloading is to be accomplished, the detention to each car due to this cause from the first 12:01 A.M. after such interference begins until the first 12:01 A.M. after such interference ceases will be excluded in computing time and charges, provided a claim in writing is presented to this railroad within thirty (30) days, exclusive of Saturdays, Sundays and holidays, after the date on which the strike interference ceases, or the date on which demurrage bill is rendered, whichever is latest, stating the date and time strike interference began and ended. Such detention will be charged for at the rate of \$11.00 per car per day or fraction of a day, including Saturday, Sunday and holidays and without free time allowance. Cars otherwise subject to average agreement shall not earn credits nor accrue debits during the period of interference, nor will it be permissible to offset any part of the detention by credits earned on the same or other cars. The detention both before and after the period of interference will be consolidated into one period of detention subject to the provisions of ITEMS 400 through 435 and ITEMS 600 through 655. On cars not subject to average agreement the period of detention before and after the strike interference be consolidated and demurrage as provided in ITEM 700 will be assessed for all detention in excess of free time permitted in ITEMS 400 through 435 and 600 through 655.

The provisions of this ITEM will not apply to:

- (1) Inbound cars when forwarding directions are furnished at point of loading of the freight subsequent to four days, exclusive of Saturdays, Sundays and holidays, starting with the first 12:01 A.M. after the beginning of strike interference.
  - (2) Inbound cars when reshipped, reconsigned or diverted to a strike bound point of unloading subsequent to two days, exclusive of Saturdays, Sundays and holidays, starting with the first 12:01 A.M. after the beginning and prior to the termination of strike interference.
  - (3) Cars held on orders of the consignee, consignor, or owner of the freight when the strike bound point of unloading is not served by this railroad.
  - (4) Cars held short of destination station on orders of the consignee, consignor, or owner.
  - (5) Cars held because of a strike at another plant than that where the cars are to be loaded or unloaded.
  - (6) Cars for loading when ordered or appropriated after the beginning and prior to the termination of strike interference.
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ITEM 1210

BUNCHING

Relief of demurrage charges caused by reason of bunching shall be granted under conditions outlined below:

**CARS TENDERED FOR LOADING** - When by reasons of delay or irregularity in filling orders, cars are bunched and placed for loading in accumulated numbers in excess of daily placing, as ordered, the shipper shall be allowed such free time for loading as he would have been entitled to had the cars been placed for loading as ordered, provided claim is filed with this railroad, in writing, within thirty days exclusive of Saturdays, Sundays and holidays from the date on which the bill for demurrage is rendered.

**CARS TENDERED FOR UNLOADING** - When as the result of the act or neglect of any railroad, or because of floods, earthquakes, hurricanes or tornadoes, and conditions in the devastated area resulting therefrom, cars originating at the same point, moving via the same route and consigned to one consignee at one point, are bunched; or when cars originating at different points and transported via the same route from an intermediate common point to destination, are bunched after arriving at the common point (in which event the date of arrival of the cars at the common point will govern in determining the bunching instead of the date of shipment) and are tendered for delivery by this railroad in accumulated number in excess of daily shipments, the consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, but when any car is released before the expiration of the prescribed free time or adjusted free time, the next cars bunched therewith will be treated as tendered the next 12:01 A.M. following such release. For the purpose of applying this ITEM, cars moving from different points or via difference routes to destination and arriving on different dates will be considered bunched if tendered for delivery on the same day and such free time shall be allowed as the consignee would have been entitled to had the cars been placed or tendered for placement in the order of their arrival; except that cars which arrive on Saturdays, Sundays and holidays, will not be considered bunched when tendered for delivery on the first day thereafter which is not a Saturday, Sunday or holiday. In no case will allowance be granted from bunching unless this railroad receives a claim in writing within thirty days (30), exclusive of Saturdays, Sundays and holidays, from the date on which the bill for demurrage rendered, supported by a statement certifying car initial and number and either the date and point of shipment, or the date of arrival at the common point, for each car involved in the bunching claim. The date of shipment shall be the date forwarding or reforwarding directions are furnished the railroad for movement of the car to the point of unloading, and the point of shipment is where the forwarding or reforwarding directions are effected for movement of the car to the point of unloading.

ITEM 1215

CARS RUN AROUND THROUGH NO FAULT OF CONSIGNOR OR CONSIGNEE

When this railroad for any cause not attributable to the consignor or consignee actually places cars recently tendered ahead of cars previously tendered, demurrage will be charged on the basis of the amount that would have accrued but for such error, except that on cars subject to average agreement, allowance will be made only on those cars held beyond the debit days which it is permissible to offset by credits earned on other cars. However, when demurrage charges have been assessed and billed, no relief will be provided under this item unless claim is presented in writing within ninety (90) calendar days after bill has been rendered, identifying cars which have been run around. When the delay in loading or unloading one commodity has no relationship to the delay in loading or unloading a different commodity, separate computations must be made for each of such commodities in order to determine the allowance that should be made. The following formula will be used to determine the amount of demurrage that would have accrued but for such error.

(CONTINUED ON NEXT PAGE)

ITEM 1215 (CONCLUDED)

- (1) List in date order of constructive placement all cars that are involved in the run around; however, when no constructive placement has been made on a car, use its actual placement date as the constructive placement date (see Note 1).
- (2) Show opposite each car listed, the date and time of its actual placement and the date and time of its release, together with the charges assessed. When two or more cars are placed on the same date, enter first the record of the car released first.
- (3) Opposite the first car constructively placed, enter the date and time of actual placement of the first car actually placed, and the date and time of its release. Continue this procedure with the second car and all subsequent cars until all the original actual dates of placement and release have been used.
- (4) Compute the time from the first 12:01 A.M. after the original tender (actual or constructive placement) date to and including the date of substituted release of each car.
- (5) Allow the difference, if any, between the total amount thus ascertained and the amount of demurrage assessed on the basis of the original records.
- (6) With respect to cars subject to average agreement, list the cars held beyond the debit days which it is permissible to offset by credits earned on other cars as the result of being run around for causes not attributable to the consignor or consignee together with cars tendered later, that ran around them, regardless of whether the latter cars accrued charges for detention beyond four debits. Then proceed as described in paragraphs (1), (2), (3), (4) and (5) and compute debits and credits and excess charges on the basis of the substituted dates, i.e. from the first 12:01 A.M. after the original tender (actual or constructive placement) date to and including the date of substituted release of each car; provided that no allowance shall be made in excess of charges originally accrued for detention beyond debit days on the car or cars involved in the run around.

EXPLANATION OF NOTES

Note 1. Cars actually or constructively placed for account of this railroad may not be commingled with cars actually or constructively placed for account of other railroads in computing run-around allowance.

ITEM 1220

WEATHER INTERFERENCE

Relief shall be granted under the following conditions:

- (1) On cars placed for loading or unloading on public delivery tracks, when the condition of the weather during any part of the prescribed free time (see Note 1) or the adjusted free time provided for in ITEM 1210 is such as to make it impossible to place freight in cars or move it from cars without serious injury to the freight, the free time will be extended until a total of twenty-four (24) hours for loading or forty-eight (48) hours for unloading (seventy-two (72) or ninety-six (96) hours on cars subject to paragraph (4), this ITEM) free of such weather interference shall have been allowed, provided the consignor or consignee requests such additional time advising the nature and duration of the weather interference at or prior to the time the car is released.
- (2) When at the time of actual placement, lading is frozen or congealed so as to require heating, thawing or loosening to unload, a consignee desiring additional free time for unloading shall, prior to the expiration of ten (10) days, exclusive of Saturdays, Sundays and holidays, after the date on which the car was released, send or give this railroad's agent a written statement certifying by car initial and number:

(CONTINUED ON NEXT PAGE)

**ITEM 1220 (CONCLUDED)**

- (a) the day or days (12:01 A.M. to 12:01 A.M.) on which car was on actual placement and during which any time was expended in heating, thawing or loosening to unload the car;
- (b) the day (12:01 A.M. to 12:01 A.M.) on which car was actually unloaded. If the written statement is mailed, the date of mailing shall be determined by the postmark. This carrier will relieve charges accrued or assessed while car was on actual placement for the day or days so certified in part (1) of the statement with a maximum of two (2) days; except, the carrier will not relieve the day on which a car was actually unloaded as certified in part (b) of the consignee's statement.

**EXPLANATION OF NOTES**

Note 1. On cars subject to ITEM 1010, no allowance will be made after twenty-four (24) hours free of weather interference.

**ITEM 1225**

**ORDERS OR FORWARDING DIRECTIONS DELAYED IN U.S. MAIL**

When an order to move, forward or release a car is sent to this railroad by U.S. Mail, whether it is received late or not at all, it shall be considered to have been received after 12:01 A.M. on the date it should have been received, provided claim in writing is filed within ten (10) days from date on which demurrage bill is rendered, supported with proof that the order was deposited in the U.S. Mail, properly stamped and addressed on date claimed. In the absence of such proof, the car shall be released after 12:01 A.M. on the date the order or subsequent instructions were received. When an order is received by U.S. Mail, the date of mailing shall be determined by the postmark.

**ITEM 1230**

**MOVEMENT FROM HOLD POINT TO DESTINATION**

When cars are held at an available hold point short of destination and constructive placement notice is sent or given, the time of movement between hold point and destination and any other time for which the railroad is responsible, will not be computed against the consignor or consignee.

No allowance will be made for time of movement when:

- (a) Cars are constructively placed on the basis that free time will begin at the same time it would have begun had the cars moved normally to destination, and
- (b) Cars are subsequently brought to destination prior to being ordered for actual placement.

ITEM 1235

RAILROAD ERROR

In event of error by any railroad named in the bill of lading contract or participating in the transportation transaction which prevents acceptance, proper tender or delivery including the demand of payment of transportation charges in excess of tariff authority, demurrage will be charged on basis of the amount that would have accrued but for such error.

When cars are inaccessible for loading or unloading, allowance will be made for detention directly chargeable thereto, subject to conditions set forth below:

- (1) On other-than-public-delivery tracks when there is disability of this railroad.
- (2) On public delivery tracks only when an obstruction is on the premises of this railroad.

No allowance will be made for delay in placing nor for interruption in loading or unloading cars consigned or ordered to a track, other than a public delivery track, used by two or more shippers or consignees, when such delay or interruption is attributable to such joint use of such track, except that due allowance will be made if a car displaced in switching is not replaced when the switching is completed.

Demurrage charges assessed and billed will not be relieved under this ITEM unless claim is presented in writing to this railroad within ninety (90) calendar days after date on which demurrage bill is rendered, stating the conditions for which relief is claimed.

- THE END -

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SUPPLEMENT TO

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NS 6004

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NORFOLK SOUTHERN RAILWAY COMPANY

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

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SUPPLEMENT 1

TO

TARIFF NS 6004

SUPPLEMENT 1 CONTAINS ALL CHANGES

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GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED June 16, 1997

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EFFECTIVE June 18, 1997

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Issued By  
J. H. HUDDLESTON, MANAGER  
PRICING SERVICES - NORFOLK SOUTHERN CORPORATION  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

TARIFFS: 13311

(OVER)

SUPPLEMENT 1 TO TARIFF NS 6004

SECTION 2  
EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

ITEM 205-A

(EXCEPTION TO ITEMS 600, 700 AND 1010)  
FOR GRAIN (STCC 01-X), GRAIN PRODUCTS (STCC 20-X),  
14-711-X, 14-712-X, 14-713-X, 14-714-X, 14-716-X, 14-719-X,  
and 28-X in COVERED HOPPER CARS WITH AAR CAR TYPE CODES  
C111, C112, C113 and C114.

1. One day (24 hours) free time will be allowed for loading and two days (48 hours) for unloading of each car, time to be computed from the first 12:01 A.M. following actual or constructive placement.
2. After the expiration of free time allowed, detention will be charged for at \$50.00 per car, per day, or fraction of a day, for the first chargeable day and each subsequent day thereafter until car is released.
3. In computing free time, Saturdays, Sundays and legal holidays will be excluded. When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 A.M. of the first working day following the Saturday, Sunday or legal holiday.
4. Cartypes covered by this item are not subject to average demurrage agreements.
5. Charges in this item apply to empty cars ordered or appropriated but not used for transportation service as described in ITEM 1010.
- R 6. This item will not apply on STCC 28 X when shipments are made in private covered hopper cars.

EXPLANATION OF REFERENCE MARKS

- X The STCC number referred to shall embrace all articles assigned additional digits listed thereunder in Tariff ICC STCC 6001-Series.

ITEM 245-A

(EXCEPTION TO ITEM 405)

Demurrage rules and charges published herein will not apply on the following cars of ATSF and SP ownership with reporting marks:

|            |            |           |
|------------|------------|-----------|
| ATSF 95005 | ATSF 95018 | SP 598376 |
| ATSF 95012 | ATSF 90438 | SP 598380 |

until after the expiration of five (5) days free time, excluding the first Saturday, Sunday or legal holiday only. Free time will be computed from the first 12:01 A.M. after placement under load on tracks of McDonnell Douglas Corporation, St. Louis, MO. After expiration of free time, demurrage charges as published in C Item 700 of this tariff will apply.

SECTION 5  
CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES

ITEM 500-A

CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES

Except as provided in ITEMS 565 and 570, cars specified in C ITEMS 505 through 570 are not subject to the provisions of this tariff.

For explanation of reference marks, see concluding page of this supplement.

SUPPLEMENT 1 TO TARIFF NS 6004

SECTION 9  
RULES GOVERNING CARS HELD FOR UNLOADING

ITEM 900-A

RULES GOVERNING CARS HELD FOR UNLOADING

Unloading, as required under Rule 27 of Uniform Freight Classification Tariff ICC UFC 6000-Series, or partial unloading shall include:

- (1) The surrender of bill of lading on shipments billed "to order" or surrender of written order or advice, or surrender of their lawful substitute, as required under Rule 7, Uniform Freight Classification Tariff ICC UFC 6000-Series. (See Note 1)
- (2) Payment of lawful charges when required prior to delivery of the car. (See Note 1)
- (3) Furnishing of a "turnover" order (an order for delivery to another party) after car has been placed for delivery and no additional movement of the car is made to a point beyond the confines of the same industry or same public delivery yard.
- (4) Advice that the car is ready for forwarding, accompanied by forwarding directions when necessary, after being held to partly unload and partly reload.
- (5) Advice by consignee given to authorized personnel of this railroad, either by telephone or in writing, that car is unloaded and available to this railroad. Information given must include identity of consignee, party furnishing data and car initial and number, with record of such information being maintained by this railroad, including date and time of receipt and identity of party receiving the information. (See Note 2)

EXPLANATION OF NOTES

Note: 1 On cars requiring surrender of bill of lading, written order, advice, or other lawful substitute, or on cars requiring payment of lawful charges, whether such cars have been placed in position to unload or not, time will be computed from the first 12:01 A.M. after notice of arrival is sent or given to the consignee or party entitled to receive same. When the bill of lading, order, advice, other lawful substitute or payment of lawful charges is received by this railroad via U.S. Mail, it shall be considered as received after 12:01 A.M. of the date received.

C Note: 2 Except as otherwise provided in Items 425 and 430, a car will be considered released at the date and time advice is received from the consignee; except, that when consignee cannot furnish advice because of authorized personnel of this railroad not being on duty to accept the advice, the consignee will have until 9:00 A.M. of the next day on which this railroad has such personnel on duty to furnish advice as to when the car was unloaded and available and the car will be considered released at the date and time when it was unloaded and made available to this railroad.

SECTION 12  
ALLOWANCE PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES

ITEM 1220-A

WEATHER INTERFERENCE

Relief shall be granted under the following conditions:

- (1) On cars placed for loading or unloading on public delivery tracks, when the condition of the weather during any part of the prescribed free time (see Note 1) or the adjusted free time provided for in ITEM 1210 is such as to make it impossible to place freight in cars or move it from cars without serious injury to the freight, the free time will be extended until a total of twenty-four (24) hours for loading or forty-eight (48) hours for unloading (seventy-two (72) or ninety-six (96) hours on cars subject to paragraph C (2), this ITEM) free of such weather interference shall have been allowed, provided the consignor or consignee requests such additional time advising the nature and duration of the weather interference at or prior to the time the car is released.
- (2) When at the time of actual placement, lading is frozen or congealed so as to require heating, thawing or loosening to unload, a consignee desiring additional free time for unloading shall, prior to the expiration of ten (10) days, exclusive of Saturdays, Sundays and holidays, after the date on which the car was released, send or give this railroad's agent a written statement certifying by car initial and number:

(CONTINUED ON NEXT PAGE)

For explanation of reference marks, see concluding page of this supplement.

SUPPLEMENT 1 TO TARIFF NS 6004

SECTION 12  
ALLOWANCE PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES

ITEM 1220-A (CONCLUDED)

- (a) the day or days (12:01 A.M. to 12:01 A.M.) on which car was on actual placement and during which any time was expended in heating, thawing or loosening to unload the car;
- (b) the day (12:01 A.M. to 12:01 A.M.) on which car was actually unloaded. If the written statement is mailed, the date of mailing shall be determined by the postmark. This carrier will relieve charges accrued or assessed while car was on actual placement for the day or days so certified in part (1) of the statement with a maximum of two (2) days; except, the carrier will not relieve the day on which a car was actually unloaded as certified in part (b) of the consignee's statement.

EXPLANATION OF NOTES

Note 1. On cars subject to ITEM 1010, no allowance will be made after twenty-four (24) hours free of weather interference.

R - Reduction

C - Change in wording which results in neither an increase nor reduction in charges.

- THE END -

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SUPPLEMENT TO

NS 6004

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NORFOLK SOUTHERN RAILWAY COMPANY

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

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SUPPLEMENT 2

TO

TARIFF NS 6004

SUPPLEMENTS 1 AND 2 CONTAIN ALL CHANGES

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GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED June 27, 1997

EFFECTIVE June 30, 1997

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Issued By  
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PRICING SERVICES - NORFOLK SOUTHERN CORPORATION  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

TARIFFS: 13332

(OVER)

SECTION 6  
AVERAGE AGREEMENT PLAN

ITEM 625-A

MONTHLY COMPUTATION OF DEMURRAGE CHARGES

At the end of each calendar month, the total number of credits will be deducted from the total number of debits and \$20.00 per debit will be charged for the remainder (see Note 1). If the credits equal or exceed the debits, no charge will be made for the detention of the cars except as otherwise provided in ITEM 620 for detention beyond the fourth debit day. No payment will be made by this railroad on account of such excess credits: nor shall credits in excess of the debits of any one month be considered in computing the average detention for another month.

For the purpose of this item, the end of the calendar month shall be considered as closing at the first C 12:01 A.M. of the following month.

EXPLANATION OF NOTES

Note 1. In the event of a rate change which causes debits and credits to have difference liabilities and values, each debit and credit will be converted to the monetary value in effect on the day such debit or credit accrued. At the end of the calendar month the total value of credits earned will be deducted from the total liability of the debits accrued in the above prescribed manner.

C - Change in wording which results in neither increase nor reduction in charges.

- THE END -

---

SUPPLEMENT TO

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NS 6004

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NORFOLK SOUTHERN RAILWAY COMPANY

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SUPPLEMENT 3

TO

TARIFF NS 6004

SUPPLEMENTS 1, 2 AND 3 CONTAIN ALL CHANGES

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GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED October 10, 1997

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EFFECTIVE November 1, 1997

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TARIFFS: 13377

(OVER)

SUPPLEMENT 3 TO TARIFF NS 6004

SECTION 2  
EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

I ITEM 247

(EXCEPTION TO ITEM 405)

For the pupose of computing free time at Goodyear and Goodyear Jct, MS no exception will be made for Saturday, Sunday or Holidays. All days from the first 12:01 AM after placement will be counted when computing free time.

I - Increase

- THE END -

---

SUPPLEMENT TO

NS 6004

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NORFOLK SOUTHERN RAILWAY COMPANY  
VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

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SUPPLEMENT 4

TO

TARIFF NS 6004

SUPPLEMENTS 1, 2, 3 AND 4 CONTAIN ALL CHANGES

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GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED November 12, 1997

EFFECTIVE November 13, 1997

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Roanoke, VA 24042-0047

TARIFFS: 13387

(OVER)

SUPPLEMENT 4 TO TARIFF NS 6004

SECTION 2  
EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

ITEM 200-A

(EXCEPTION TO ITEMS 600, 700, AND 1010)  
FOR PLAIN AND EQUIPPED GONDOLA CARS WITH  
AAR CARTYPE CODES G000-G999 and E000-E999 EXCEPT  
C E700 CARS LOADED WITH WOODCHIPS (STCC 24-115-X)

1. One day (24 hours) free time will be allowed for loading and one day (24 hours) for unloading of each car, time to be computed from the first 12:01 A.M. following actual or constructive placement.
2. After expiration of free time allowed, detention will be charged for at \$60.00 per car, per day, or fraction of a day, for the first chargeable day and subsequent days thereafter until car is released.
3. In computing free time, Saturdays, Sundays and legal holidays will be excluded. When a car is placed on a Saturday, Sunday, or legal holiday, time will be computed from 12:01 A.M. of the first working day following the Saturday, Sunday or legal holiday.
4. Cartypes covered by this item, are not subject to average agreements.
5. Charges in this item apply to empty cars ordered or appropriated but not used for transportation service as described in ITEM 1010.
6. This item will not apply on gondola cars loaded with coal (STCC 11-212-X)

EXPLANATION OF REFERENCE MARKS

- X The STCC number referred to shall embrace all articles assigned additional digits listed thereunder in Tariff ICC STCC 6001-Series.

C - Change in wording which results in neither increase nor reduction in charges.

- THE END -

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SUPPLEMENT TO

NS 6004

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NORFOLK SOUTHERN RAILWAY COMPANY  
VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

---

SUPPLEMENT 5

TO

TARIFF NS 6004

SUPPLEMENTS 1, 2, 3, 4 AND 5 CONTAIN ALL CHANGES

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GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED January 5, 1998

EFFECTIVE January 6, 1998

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110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

TARIFFS: 13406

(OVER)

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SUPPLEMENT 5 TO TARIFF NS 6004

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SECTION 6  
AVERAGE AGREEMENT PLAN

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C ITEM 650-A

CARS CONSIGNED TO GOVERNMENT AGENCIES

Cars consigned to the United States, state or municipal governments, may be included in the account of the construction contractor, the operation of a government agency, or any industrial plant to whom the cars are ordered delivered for unloading.

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C - Change in wording which results in neither increase nor reduction in charges.

- THE END -

---

SUPPLEMENT TO

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NS 6004

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NORFOLK SOUTHERN RAILWAY COMPANY

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

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SUPPLEMENT 6

TO

TARIFF NS 6004

SUPPLEMENTS 1, 2, 3, 4, 5 AND 6 CONTAIN ALL CHANGES

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GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED April 6, 1998

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EFFECTIVE April 27, 1998

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110 Franklin Road, S.E.  
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TARIFFS: 13431

(OVER)

SUPPLEMENT 6 TO TARIFF NS 6004

SECTION 5  
CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES

I ITEM 510-A

EXPORT COAL

On shipments of export coal when demurrage rules and charges are provided in NS Tariff 9209-Series.

I - Increase

- THE END -

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SUPPLEMENT TO

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NS 6004

NORFOLK SOUTHERN RAILWAY COMPANY

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VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

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SUPPLEMENT 7

TO

TARIFF NS 6004

SUPPLEMENTS 1, 2, 3, 4, 5, 6 AND 7 CONTAIN ALL CHANGES

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GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED July 8, 1998

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EFFECTIVE August 1, 1998

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TARIFFS: 13464

(OVER)

SUPPLEMENT 7 TO TARIFF NS 6004

SECTION 2  
EXCEPTIONS : DEMURRAGE RULES AND CHARGES

Effective 8-1-98

ITEM 205-B

A (EXCEPTION TO ITEMS 600, 700 AND 1010)  
FOR GRAIN (STCC 01-X), GRAIN PRODUCTS (STCC 20-X),  
14-711-X, 14-712-X, 14-713-X, 14-714-X, 14-716-X, 14-719-X,  
and 28-X in COVERED HOPPER CARS WITH AAR CAR TYPE CODES  
C111 THROUGH C999.

1. One day (24 hours) free time will be allowed for loading and two days (48 hours) for unloading of each car, time to be computed from the first 12:01 A.M. following actual or constructive placement.
2. After the expiration of free time allowed, detention will be charged for at \$50.00 per car, per day, or fraction of a day, for the first chargeable day and each subsequent day thereafter until car is released.
3. In computing free time, Saturdays, Sundays and legal holidays will be excluded. When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 A.M. of the first working day following the Saturday, Sunday or legal holiday.
4. Cartypes covered by this item are not subject to average demurrage agreements.
5. Charges in this item apply to empty cars ordered or appropriated but not used for transportation service as described in ITEM 1010.

EXPLANATION OF REFERENCE MARKS

- X The STCC number referred to shall embrace all articles assigned additional digits listed thereunder in Tariff ICC STCC 6001-Series.

A - Increase

- THE END -

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SUPPLEMENT TO

NS 6004

---

NORFOLK SOUTHERN RAILWAY COMPANY

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

---

SUPPLEMENT 8

TO

TARIFF NS 6004

SUPPLEMENTS 1, 2, 3, 4, 5, 6, 7 AND 8 CONTAIN ALL CHANGES

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GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED September 10, 1998

EFFECTIVE October 1, 1998

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Issued By  
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Roanoke, VA 24042-0047

TARIFFS: 13464

(OVER)

SUPPLEMENT 8 TO TARIFF NS 6004

SECTION 4  
FREE TIME

ITEM 435-A

CARS FOUND TO BE OVERLOADED OR IMPROPERLY LOADED

When cars are found to be overloaded or improperly loaded and not in conformity with railroad loading and clearance rules, the following will apply unless otherwise provided in individual railroad tariffs lawfully on file:

1. If found while still on industry or railroad tracks where loaded, car will be considered to be under continuous loading transaction until adjustment of the load has been made, if necessary, and final clearance is received for further movement (see Note 1).
2. If found at origin after having been removed from industry or railroad tracks where loaded, car will not be considered released until load has been adjusted, if necessary, and final clearance is received for further movement. The time between furnishing of forwarding directions and making of car available to consignor for adjustment will not be computed against car (see Note 1).
3. If, after having left origin station, a car found to be overloaded is held in transit, twenty-four (24) hours will be allowed to adjust the load. Time will be computed from the first 12:01 A.M. following notice that car is being held (See Note 1).

EXPLANATION OF NOTES

Note 1. Adjustment of load must include advice to authorized personnel of this railroad that shipment now conforms with railroad loading and/or clearance rules, and is now ready for inspection and/or measurements to permit final clearance for further movement.

I - Increase.

-THE END-

---

SUPPLEMENT TO

---

NS 6004

---

NORFOLK SOUTHERN RAILWAY COMPANY

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

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SUPPLEMENT 9

TO

TARIFF NS 6004

CANCELS SUPPLEMENT 7

SUPPLEMENTS 1, 2, 3, 4, 5, 6, 8 AND 9 CONTAIN ALL CHANGES

---

GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED March 8, 1999

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EFFECTIVE March 9, 1999

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Issued By  
J. H. HUDDLESTON, MANAGER  
PRICING SERVICES - NORFOLK SOUTHERN CORPORATION  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

TARIFFS: 13517

(OVER)

SUPPLEMENT 9 TO TARIFF NS 6004

SECTION 2  
EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

ITEM 205-C

(EXCEPTION TO ITEMS 600, 700 AND 1010)  
C FOR STCC 01-X, STCC 20-X, 14-711-X, 14-712-X, 14-713-X, 14-714-X,  
14-716-X, 14-719-X, and 28-X in COVERED HOPPER CARS WITH AAR CAR TYPE CODES  
C111 THROUGH C999.

1. One day (24 hours) free time will be allowed for loading and two days (48 hours) for unloading of each car, time to be computed from the first 12:01 A.M. following actual or constructive placement.
2. After the expiration of free time allowed, detention will be charged for at \$50.00 per car, per day, or fraction of a day, for the first chargeable day and each subsequent day thereafter until car is released.
3. In computing free time, Saturdays, Sundays and legal holidays will be excluded. When a car is placed on a Saturday, Sunday or legal holiday, time will be computed from 12:01 A.M. of the first working day following the Saturday, Sunday or legal holiday.
4. Cartypes covered by this item are not subject to average demurrage agreements.
5. Charges in this item apply to empty cars ordered or appropriated but not used for transportation service as described in ITEM 1010.

EXPLANATION OF REFERENCE MARKS

X The STCC number referred to shall embrace all articles assigned additional digits listed thereunder in Tariff ICC STCC 6001-Series.

C - Change in wording which results in neither increase nor reduction in charges.

- THE END -

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SUPPLEMENT TO

NS 6004

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NORFOLK SOUTHERN RAILWAY COMPANY  
VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

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SUPPLEMENT 10  
TO  
TARIFF NS 6004  
SUPPLEMENTS 1, 2, 3, 4, 5, 6, 8, 9 AND 10 CONTAIN ALL CHANGES

---

GENERAL CAR DEMURRAGE RULES AND CHARGES  
AND  
EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

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ISSUED October 8, 1999

EFFECTIVE October 9, 1999

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Issued By  
J. H. HUDDLESTON, MANAGER  
PRICING SERVICES - NORFOLK SOUTHERN CORPORATION  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

TARIFFS: 13562-BDW

(Over)

SUPPLEMENT 10 TO TARIFF NS 6004

SECTION 2  
EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

R ITEM 248

(EXCEPTION TO ITEM 405)

Demurrage Rules and Charges will not apply on empty multi-level cars.

SECTION 12  
ALLOWANCE PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES

ITEM 1220-8

WEATHER INTERFERENCE

Relief shall be granted under the following conditions:

- (1) On cars placed for loading or unloading on public delivery tracks, when the condition of the weather during any part of the prescribed free time (see Note 1) or the adjusted free time provided for in ITEM 1210 is such as to make it impossible to place freight in cars or move it from cars without serious injury to the freight, the free time will be extended until a total of twenty-four (24) hours for loading or forty-eight (48) hours for unloading (seventy-two (72) or ninety-six (96) hours on cars subject to paragraph C (2), this ITEM) free of such weather interference shall have been allowed, provided the consignor or consignee requests such additional time advising the nature and duration of the weather interference at or prior to the time the car is released.
- (2) When at the time of actual placement, lading is frozen or congealed so as to require heating, thawing or loosening to unload, a consignee desiring additional free time for unloading shall, prior to the expiration of ten (10) days, exclusive of Saturdays, Sundays and holidays, after the date on which the car was released, send or give this railroad's agent a written statement certifying by car initial and number:
  - (a) the day or days (12:01 A.M. to 12:01 A.M.) on which car was on actual placement and during which any time was expended in heating, thawing or loosening to unload the car;
  - (b) the day (12:01 A.M. to 12:01 A.M.) on which car was actually unloaded. If the written statement is mailed, the date of mailing shall be determined by the postmark. This carrier will relieve charges accrued or assessed while car was on actual placement for the day or days so certified in part (1) of the statement with a maximum of two (2) days; except, the carrier will not relieve the day on which a car was actually unloaded as certified in part (b) of the consignee's statement.
- R (3) When, because of floods, earthquakes, hurricanes or tornadoes and condition in the devastated area resulting therefrom, it is impossible for a consignor or consignee to get to a car or to load or to unload, the detention directly chargeable thereto shall be eliminated from demurrage charges assessed and billed, providing a claim is presented in writing to this railroad within ninety (90) calendar days after date on which demurrage bill is rendered, stating fully the condition which prevented the loading or unloading.

EXPLANATION OF NOTES

Note 1. On cars subject to ITEM 1010, no allowance will be made after twenty-four (24) hours free of weather interference.

R - Reduction.

- THE END -

---

SUPPLEMENT TO

NS 6004

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NORFOLK SOUTHERN RAILWAY COMPANY

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

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SUPPLEMENT 11

TO

TARIFF NS 6004

SUPPLEMENTS 1, 2, 3, 4, 5, 6, 8, 9, 10 AND 11 CONTAIN ALL CHANGES

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GENERAL CAR DEMURRAGE RULES AND CHARGES

AND

EXCEPTIONS TO DEMURRAGE RULES AND CHARGES

---

ISSUED December 2, 1999

EFFECTIVE January 3, 2000

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Issued By  
J. H. HUDDLESTON, MANAGER  
PRICING SERVICES - NORFOLK SOUTHERN CORPORATION  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

TARIFFS: 13571

(Over)

SUPPLEMENT 11 TO TARIFF NS 6004

SECTION 5  
CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES

ITEM 570-A

PRIVATE CARS HELD OR STORED ON PRIVATE OR RAILROAD TRACKS

PART A

1. Loaded private cars held on private tracks at destination will be subject to demurrage rules and charges of this tariff only when, before the car leaves point of shipment or reconsignment, the bill of lading, shipping order, reconsigning order or other shipping document used to direct movement to the point at which held indicates car is "subject to Paragraph 1, ITEM 570, Tariff NS 6004-Series" (see Note 1).
2. ~~Loaded private cars, consigned or ordered for delivery to private tracks, which are exempt from demurrage rules and charges of this tariff, after delivery to private tracks but which first must be held on railroad tracks under constructive placement are subject to demurrage charges as provided in this tariff, after expiration of:~~
  - A. Twenty-four (24) hours free time when diverted, reconsigned or reshipped before delivery to private tracks; or,
  - B. Forty-eight (48) hours free time when delivered to private tracks.Such cars will be considered released from the applicable demurrage transaction of (A) or (B) above at the time the diversion, reconsignment or reshipment order is received, or at the time placement is made on the private tracks to which consigned or ordered.
3. Loaded or partially loaded private cars removed from private tracks on orders are subject to demurrage charges as provided in this tariff, without free time allowance and with-out notice, from the first 12:01 A.M. after such cars are received until forwarding directions are furnished or until the cars are placed on or returned to private tracks on orders. In the event these cars are received between 5:00 P.M. and 7:00 A.M. they will not be subject to demurrage if forwarding directions are received prior to the following 12:00 Noon, inclusive of Saturdays, Sundays and holidays (see Note 2, this ITEM).
4. The average agreement provisions of ITEMS 600 through 655 of this tariff apply to private cars only to the extent provided below:
  - A. Credits cannot be earned on private cars except those subject to Paragraph (1) above or cars loaded or unloaded on other than private tracks.
  - B. Debits cannot accrue on private cars except cars loaded or unloaded on other than private tracks and those subject to Paragraphs (1) and (2) (B) above, but debits accruing on such cars may be offset by credits earned on other cars.
- A 5. Empty private cars on railroad or private tracks, including such cars sent by the owner to a shipper for loading, will not be subject to this tariff. (See Exception)

EXCEPTION

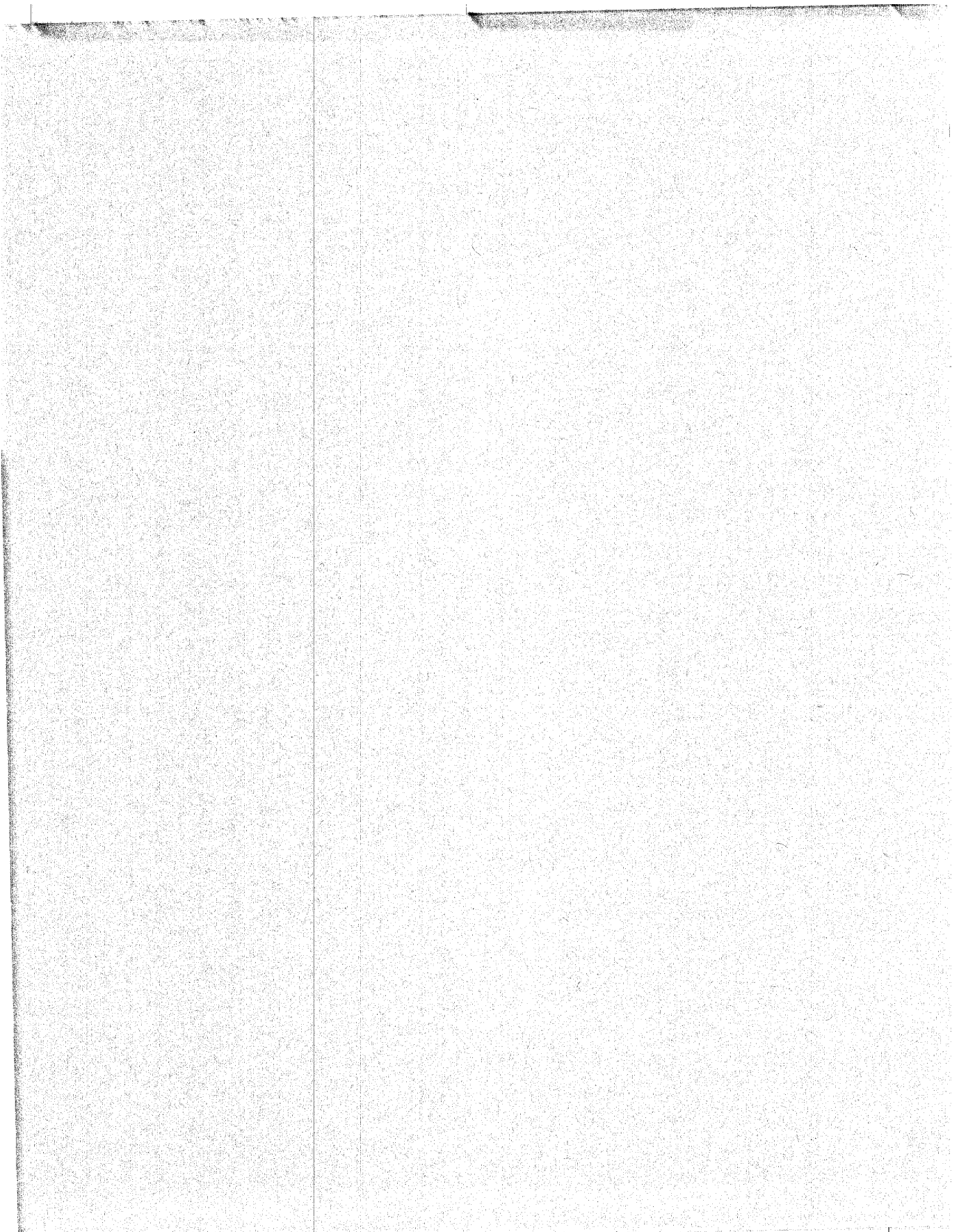
At Louisville, Ky after seventy-two (72) hours free time from the first 12:01 A.M. after empty private cars are held on railroad tracks, a charge of \$50.00 per car per day for each subsequent day will be assessed.

EXPLANATION OF NOTES

- Note 1: If due to clerical error said notation is not placed on bill of lading, shipping order, reconsigning order or other shipping document, originating carrier will accept request from consignor in writing, or confirmed in writing, to add same to the original bill of lading, shipping order, reconsigning order or other shipping document. However, said request must be made prior to date of arrival of car at the billed destination.
- Note 2: When forwarding directions cannot be furnished because of authorized personnel of this railroad not being on duty to accept the forwarding directions, the consignor will have until 12:00 Noon of the next day on which this railroad has such personnel on duty to accept the forwarding directions and the forwarding directions will be considered to have been furnished at the time during the railroad's off-duty hours that the consignor was ready, willing and able to furnish the forwarding directions.

A - Increase.

- THE END -



## **NORFOLK SOUTHERN RAILWAY COMPANY**

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THE WORLD

### **FREIGHT TARIFF NS 6004-A** (For cancellation see item 1)

#### **DEMURRAGE RULES AND CHARGES**

#### **STORAGE RULES AND CHARGES**

Applying at all NS points in the United States and other points as specifically Provided  
herein.

Also at points on other roads  
(See Item 4 )

ISSUED February 1, 2000

EFFECTIVE March 1, 2000

Issued By  
J. H. Huddleston  
MANAGER - PRICING SERVICES  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

**TARIFF NS 6004-A**

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**ITEM 1 CANCELLATION NOTICE**

This tariff cancels Rates, rules, regulations and charges published in Demurrage Rules and Charges and Storage Provisions in the following Tariffs:

NS Tariff 6004, in full

CR Tariff 9112-A for account of the Norfolk Southern Railway Company (NS) insofar as applicable at NS (former Consolidated Rail Corporation) stations,

RPS 6004 series Part 2 applying on storage at points on the NS.

(See item 4.)

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TARIFF NS 6004-A

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TARIFF NS 6004-A

LIST OF PARTICIPATING CARRIERS

ITEM 4 - LIST OF PARTICIPATING CARRIERS

| ABBREVIATION | NAME OF CARRIER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NS           | Norfolk Southern Railway Company<br>Includes the following subsidiaries and affiliated carriers:<br>Norfolk and Western Railway Company<br>Norfolk Southern Railway Company<br>Alabama Great Southern Railroad Company, The<br>Atlantic and East Carolina Railway Company<br>Camp Lejeune Railroad Company<br>Chesapeake Western Railway<br>Cincinnati, New Orleans and Texas Pacific Railway Company, The<br>Central of Georgia Railroad Company<br>Georgia Southern and Florida Railway Company<br>State University Railroad Company<br>Tennessee, Alabama & Georgia Railway Company<br>Tennessee Railway Company |
|              | All NS Handling Line Stations on carriers named in note 3700 of The Official Railroad Station List OP&SL 6000 series. (See item 5) (See Note 1 this item)                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

Note 1 - The provisions of this tariff will also apply on traffic to or from Norfolk Southern Handling Lines as defined in Note 3700 of OP&SL 6000-Series when traffic is billed from or to the NS stations numbers assigned to the handling line station. The carriers shown in Column 1 of Note 3700 are a party to this tariff except, where pricing authorities provide for specific demurrage provisions.

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**TARIFF NS 6004-A**

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**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

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**ITEM 5 - APPLICATION OF REFERENCE PUBLICATIONS**

The following publications contain rules, regulations, charges and allowances specifically referred to herein or may apply directly or indirectly along with the terms of demurrage, storage etc that is covered in this publication.

NS Conditions of Carriage #1  
NS Conditions of Carriage #2 (Coal)  
NS 6500 Canadian Car Demurrage Rules and Charges  
NS 8001 Switching  
NW 9209 Demurrage at Lamberts Point, VA  
NS 9300 Special Train Service  
AAR 2 – Hazardous Materials Shipping Descriptions (49-series STCC numbers)  
BOE 6000 Bureau of Explosives Rules  
RER 6411 Official Railway Equipment Register  
RPS 6007 Mileage Allowances and Rules  
RPS 6008 Demurrage Rules and Charges on Coal etc., at mines  
RPS 6740 Heavy Duty Flat Car Charges  
OPSL 6000 Open and Prepay Station List  
STCC 6001 Standard Transportation Commodity Code  
UFC 6000 Uniform Freight Committee

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**ITEM 20 - REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.**

Where reference is made in this tariff to tariffs, items, notes, rules, etc. such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

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**ITEM 40 - CONSECUTIVE NUMBER**

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen they will be understood to include both of the numbers shown. If the first number only bears a reference mark such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

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**ITEM 75 - METHOD OF CANCELLING ITEMS**

As this tariff is supplemented, numbered items with letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445, and Item 365-B cancels Item 365-A in a prior supplement, which in turn cancelled Item 365.

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**ITEM 100 - METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS**

Matter brought forward without change from one supplement to another will be designated as "Reissued" by a reference mark in the form of a square enclosing a number (or letter, or number and letter) being that of the supplement in which the reissued matter first appeared in its currently effective form. To determine its original effective date, consult the supplement in which the reissued matter first became effective

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TARIFF NS 6004-A

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RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS

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**ITEM 200 - GLOSSARY OF TERMS**

FOR THE PURPOSE OF APPLYING PROVISIONS IN THIS PUBLICATION IN THE FOLLOWING ARE DEFINED AND SHALL GOVERN:

1. **Actual Placement:** - When a car is placed in an accessible position for loading or unloading or at a point designated by consignor or consignee.
2. **Allowance Days:** - Are days in addition to credits earned for which charges will not be assessed. Car Days are reduced by the number of allowance days.
3. **Car Days:** - A twenty four (24) hour period or fraction thereof commencing 0001 hours (Local Time) after actual or constructive placement until the car is released and available to NS.
4. **Closed Gate:** - When a car cannot be placed on consignee's siding at time of arrival due to siding having a locked gate-, door and/or standing instructions not to place any cars unless the consignee first contacts NS for placement instructions. All cars are constructively placed at time of arrival.
5. **NS Track:** - All tracks which NS provides for its own uses and purposes and other tracks located inside of its right-of-way or yards and terminals.
6. **Consignee:** - The party to whom a shipment is consigned or the party entitled to receive the shipment.
7. **Consignor:** - The party in whose name cars are ordered.
8. **Constructive Placement:** - When a car cannot be actually placed because of any condition attributable to the consignor or consignee, such car will be held at an available hold point and notice will be given the consignor or consignee that the car is held awaiting instructions. Car Days will begin if instructions to NS are not received before 0001 hours (See Car Days), of day following notification.
9. **Credit Day:** - Non-chargeable day. Credits can only be earned on those cars released from demurrage.
10. **Forwarding Instructions:** - A bill of lading or other suitable order given to NS, containing all of the necessary information to transport the shipment.
11. **Holidays:** - The following days will be considered NS Holidays: New Year's Day, Labor Day, President's Day, Thanksgiving Day, Memorial Day, Christmas Day, Independence Day
12. **Loading:** -The complete or partial loading of a car in conformity with NS loading and clearance rules, and the furnishing of forwarding instructions.
13. **Open Gate:** - When a consignee does not place any restrictions (physical or otherwise) on NS to place cars on their siding upon arrival.
14. **Private Car:** - A car bearing other than railroad reporting marks and which is not a railroad controlled car.
15. **Private Track:** - Trackage assigned for individual use including privately owned or leased tracks.
16. **Public Delivery Track:** - Any accessible track open to the general public for loading or unloading.
17. **Railroad-Controlled Cars:** - A car provided to NS directly, by car companies or others, for indiscriminate use by NS in servicing any of its customers.
18. **Reload:** - When the same car is completely unloaded and then loaded. Reloading will be expressed (with cars unloading demurrage) from date of tender to date forwarding instructions are received.
19. **Stopped in Transit:** - When cars are held enroute because of any condition attributable to the consignor or consignee, or owner.
20. **Tender:** - When NS gives notification that a car is available for unloading or loading by either actual or constructive placement to consignor or consignee.
21. **Unloading:** - The complete unloading of a car and notice from the consignee that the car is empty and available to NS.
22. **Assignee:** - A shipper who has requested and has been assigned cars to a specific pool of cars for their use.
23. **Assignee car:** - A car of any ownership specifically requested and assigned to a shipper-From a pool of assignment service cars .
24. **Free Day:** - A non-chargeable storage day.
25. **Storage Day:** - A 24hour period, or part thereof.
26. **Time:** - Local time is applicable. Time is expressed on the basis of the 24-hour clock. (EXAMPLE: 12:01 AM is expressed as 0001 hours.)

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TARIFF NS 6004-A

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RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS

---

**ITEM 250 - APPLICATION AT POINTS IN CANADA**

Demurrage rules and charges published herein will apply at Niagara Falls, ON, Fort Erie, ON, and Welland Junction, ON, on cars moving from Canada to the United States of America via Black Rock, Buffalo or Suspension Bridge, NY, held for reconsignment or otherwise, and on cars destined for consignees located in Black Rock, Buffalo or Suspension Bridge, NY, while awaiting final delivery orders, or when delivery cannot be effected due to inability of consignees to receive same. On such cars held at Niagara Falls, ON, Fort Erie, ON, and Welland Junction, ON, these rules will apply the same as if cars were held under like conditions at Black Rock, Buffalo or Suspension Bridge, NY, except that Canadian Car Demurrage Rules and Charges will apply on such cars originating in Canada moving via Black Rock, Buffalo or Suspension Bridge, NY or destined for consignees located in Black Rock, Buffalo or Suspension Bridge, NY, when held at Canadian border points for Canadian Government form B-13 or account other Canadian Government regulations.

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**ITEM 300 - NOTIFICATION REQUIREMENTS**

1. The following notifications (including by electronic means) will be furnished as indicated:

**Cars for Private Tracks**

- (a.) Notification of constructive placement on all cars held on NS tracks due to any condition attributable to consignee or consignor.
- (b.) Delivery of car upon consignee tracks will constitute notification.
- (c.) Delivery upon industrial interchange tracks of consignee or party entitled to receive same, will constitute notification.

**Cars for Public Delivery Tracks**

Notice of arrival will be given to party entitled to receive notification when car is actually placed.

**Cars Stopped In Transit**

Notice shall be sent or given to the consignee, consignor or owner ordering the car stopped upon arrival of car at the point of stoppage.

**Refused Carload Freight**

When advised of refusal of car at destination, notice will be sent or given to consignor or owner.

2. Notification information provided:

- (a.) Car Initial and Number
- (b.) If contents transferred enroute. NS will furnish car initial and number of the original car.

3. Methods and procedures for notification:

(a.). Notification may be sent or given:

- (1.) In writing by U.S. or Canadian mail. When claim is made that notice was mailed at a later date or delayed through postal service, the date of mailing shall be determined by the postmark. If no postmark or no date appear, the records of NS shall govern.
  - (2.) By personal telephone communication or electronic means. When consignor or consignee utilizes an electronic or mechanical device (either in written, oral or keyed data form) notification left on such device will be considered as having been given to consignor or consignee, as of the date and time transmitted.
  - (b.). Notice of arrival shall be sent or given: - Upon arrival of cars at destination (notification is given 7 days a week) for all cars held under order notify or other provisions which require surrender of bill of lading or payment of lawful charges.
-

TARIFF NS 6004-A

RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS

**ITEM 350 NOTIFICATION TO NS:**

A. When NS personnel are not on duty to receive forwarding instructions, empty release information other or other disposition, consignor/consignee will have until 0001 hours (See Car Days, item 200) of the next day personnel are on duty to furnish such instructions, and they will be considered as having been furnished at the date and time the instructions could have been furnished.

B. When electronic or mechanical devices are used to furnish notification to NS, the recorded date and time that instructions are received will govern.

**ITEM 400 - ALLOWANCES PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES:**

In order to be allowed relief as indicated, a claim must be presented to NS, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed.

**1. Railroad Error:** - If, through railroad error, demurrage charges are assessed demurrage will be adjusted to the amount that would have accrued but for such error. (Run around and bunching of cars will not be considered as a railroad error.)

**2. Weather Interference:** - When because of earthquakes, tornadoes, hurricanes, floods or heavy snow, the operations of the consignor or consignee are disrupted, the demurrage directly chargeable thereto will be eliminated, provided the disruption exceeds two (2) days in duration.

**3. Strike Interference:** - When it is impossible to load or unload or receive cars from or make cars available to NS because of strike interference at the point where the loading or unloading is to be accomplished, demurrage days will be charged for at the rate of \$30.00 per day during the period of strike interference, provided:

(a.) The disruption exceeds five (5) days in duration during one calendar month.

(b.) The provisions of this item will not apply to: - (1.) Cars for unloading when waybills are dated four (4) days after the beginning of strike interference. (2.) Cars for loading when ordered after the beginning and prior to the ending of strike interference.

**4. Switching Delays:**

(a.) This allowance will be calculated and deducted from car days for car ordered and all others held under constructive placement when all cars on the patron's siding are empty and available at the time a switch is missed or should have been made. If all cars on the patron's siding are not empty at the time of alleged switching failure, allowance will be for the car so ordered and not placed.

(b.) When a car is ordered for placement or delivery and this is not accomplished because non-service, allowance will be given for delay in placement. This allowance will apply to the car ordered placed, when held under constructive placement on NS tracks.

(c.) The allowance day(s) will be deducted from the Car Days for all day(s) after which the placement order was given to, but not including, the day on which the car is actually placed.

(d.) For example, if a car is ordered placed on day 3 of the month, but not actually placed until day 5 of the month, day 4 of the month will be an allowance day and not a chargeable demurrage day for that car and all cars held under constructive placement on NS tracks during that time.

**ITEM 450 - CARS AWAITING CUSTOMS INSTRUCTIONS PAYMENT OF DUTIES:**

Cars delayed on carriers' tracks longer than forty-eight (48) hours, awaiting completion of customs documentation or payment of duties, will begin to accrue normal demurrage charges.

TARIFF NS 6004-A

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SECTION 1  
DEMURRAGE RULES AND CHARGES

---

## SECTION 1

### DEMURRAGE RULES AND CHARGES

**TARIFF NS 6004-A**  
**SECTION 1**  
**DEMURRAGE RULES AND CHARGES**

---

**Item 500 - CARS SUBJECT TO DEMURRAGE**

**GENERAL APPLICATION**  
(See exceptions Item 550)

(A.) Applicable at all points on NS.

(B.) The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.

(C.) All railroad controlled cars held for or by consignors or consignees for any purpose are subject to demurrage rules and charges in this section, except as follows:

(1.) Cars moving under freight rates requiring application of special demurrage rules - When authorized in contracts or other agreements.

(2.) Private cars are not subject to demurrage rules.

(3.) Cars containing freight refused or unclaimed to be sold by NS for the time held beyond legal requirements.

(4.) Cars assigned to shippers returned to points of assignment under load when material is authorized to be returned without freight charges under provisions of freight publication.

(5.) Cars assigned to shippers returned empty to point of assignment while subject to storage rules.

(6.) Empty railroad equipment moving on own wheels under transportation charges as freight.

(7.) Cars for loading or unloading of NS company material while on NS tracks or private sidings connecting therewith.

(8.) Cars of railroad ownership, leased for storage of commodities, while held on lessee's tracks.

(9.) Empty cars placed and not used for loading subject to switching charges, unless rejected and found as unsuitable for loading

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**ITEM 550 - CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES:**

**Export Coal** - On cars consigned, reconsigned or declared for export when charges are specifically provided in tariffs, except as otherwise provided. This includes such cars held in transit because they cannot reasonably be accommodated at the ports and carload shipments loaded in open top equipment when held subject to Freight Tariffs: NW 9209 Demurrage at Lamberts Point, VA.

**Shipments in open top equipment when held subject** to special demurrage in train load freight Publication CR-4605 series.

**Cars used in handling coal at mines** - When covered by demurrage rules and charges in Tariff RPS 6008 series or other tariffs.

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TARIFF NS 6004-A  
SECTION 1  
DEMURRAGE RULES AND CHARGES

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**ITEM 600 - RULE GOVERNING CARS HELD FOR LOADING:**

(Will not apply on Gondolas, AAR car types E (except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series.)

**Loading:** - is the complete or partial loading of a car in conformity with NS loading and clearance rules, including the furnishing of forwarding instructions.

**Tender:** - The notification, actual or constructive placement of an empty car placed on orders of the consignor.

**Release:**

- (a.) On date forwarding instructions are received; when received by U.S. or Canadian mail, such instructions will be considered received after 0001 hours (See Car Days, Item 200) on date received.
- (b.) On empty cars placed on interchange tracks of consignor performing his own switching, time will also continue until cars are returned to an interchange track.
- (c.) On cars found to be overloaded or improperly loaded while at origin will not be considered released until the load has been adjusted.

**Computation:**

- (a.) Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.
- (b.) On cars placed prior to date for which ordered, Car Days will be computed from the first 0001 hours (See Car Days, item 200) after ordered until release.
- (c.) On empty cars appropriated, without being ordered, will be considered as having been ordered and actually placed on the day so appropriated.

**Credits:** - One (1) credit will be earned for each car released on which disposition is given.

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**ITEM 650 - RULE GOVERNING CARS HELD FOR LOADING:**

(Applicable only on Gondolas, AAR car types E (except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series.)

**Loading:** - is the complete or partial loading of a car in conformity with NS loading and clearance rules, including the furnishing of forwarding instructions.

**Tender:** - The notification, actual or constructive placement of an empty car placed on orders of the consignor.

**Release:**

- (a.) On date forwarding instructions are received; when received by U.S. or Canadian mail, such instructions will be considered received after 0001 hours (See Car Days, Item 200) on date received.
- (b.) On empty cars placed on interchange tracks of consignor performing his own switching, time will also continue until cars are returned to the interchange track.
- (c.) On cars found to be overloaded or improperly loaded while at origin will not be considered released until the load has been adjusted.

**Computation:**

- (a.) Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.
- (b.) On cars placed prior to date for which ordered, Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after ordered until release.
- (c.) On empty cars appropriated, without being ordered, will be considered as having been ordered and actually placed on the day so appropriated.

**Credits:** One (1) credit will be earned for each car released on which disposition is given.

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TARIFF NS 6004-A  
SECTION 1  
DEMURRAGE RULES AND CHARGES

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**ITEM 700 - RULES GOVERNING CARS HELD FOR UNLOADING:**

(Will not apply on Gondolas, AAR car types E (except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series.)

Unloading is the complete unloading of a car and advice from consignee to NS that the car is empty and available or a car has been reloaded and forwarding instructions are received.

**Tender:** - The notification, actual or constructive placement of each loaded car.

**Release:**

- (a.) Date and time that NS receives advice that the car is empty.
- (b.) Cars placed on interchange tracks of a consignee doing its own switching, must also be returned to the interchange track for release.
- (c.) When cars are unloaded by NS, those cars will be released at the time the request to unload is received by NS from the consignee.
- (d.) When the same car is unloaded and reloaded, when forwarding instructions are received.

**Computation:** Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.

**Credits:**

- (a.) Two (2) credits will be earned for each car released from unloading.
- (b.) One (1) additional credit will be provided when the same car is reloaded. (When car is held for loading after being emptied a total of three (3) credits will be earned).

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**ITEM 750 - RULES GOVERNING CARS HELD FOR UNLOADING**

(Applicable only on Gondolas, AAR car types E (except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series.)

Unloading is the complete unloading of a car and advice from consignee to NS that the car is empty and available or a car has been reloaded and forwarding instructions are received.

**Tender:** - The notification, actual or constructive placement of each loaded car.

**Release:**

- (a.) Date and time NS receives advice that the car is empty.
- (b.) Cars placed on interchange of a consignee doing its own switching, must also be returned to the interchange track for release.
- (c.) When cars are unloaded by NS, those cars will be released at the time the request to unload is received by NS from the consignee.
- (d.) When the same car is unloaded and reloaded, when forwarding instructions are received.

**Computation:** Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.

**Credits:**

- (a.) Two (2) credits will be earned for each car released from unloading.
  - (b.) One (1) additional credit will be provided when the same car is reloaded. (When car is held for loading after being emptied a total of three (3) credits will be earned).
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TARIFF NS 6004-A  
SECTION 1  
DEMURRAGE RULES AND CHARGES

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**ITEM 800 – RULE GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING**

(Will not apply on gondolas, AAR car types E (except EXX1 or EXX2, coil cars) or G as defined in RER 6412-Series.)

Applicable to Cars Held:

- (a.) On orders of the consignee.
- (b.) While awaiting proper disposition from the consignee.
- (c.) As a result of conditions attributable to the consignee.

**Disposition:** That information, which allows NS to either tender or release the car from the consignee's account.

**Tender:** The notification, actual or constructive placement of a loaded car.

**Release:** Date and time that NS receives advice that the car is reloaded and on which disposition is given on cars.

**Computation:** Car Days will be computed from the first 0001 hours (See Car Days, Item 200).

- (a.) After tender until release, on cars: (1.) Partially unloaded. (2.) Reconsigned. (3.) Stopped in transit.
- (b.) After tender until date of refusal on refused loaded cars (consignee).

**Credits:** Two (2) credits will be earned for each car released.

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**ITEM 825 - RULE GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING**

(Applicable on Gondolas, AAR car types E (except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series.)

Applicable to Cars held:

- (a.) On orders of the consignee.
- (b.) While awaiting proper disposition from the consignee.
- (c.) As a result of conditions attributable to the consignee.

**Disposition:** That information, which allows NS to either tender or release the car from the consignee's account.

**Tender:** The notification, actual or constructive placement of a loaded car.

**Release:** Date and time that NS receives advice that the car is released and on which disposition is given on cars.

**Computation:** Car Days will be computed from the first 0001 hours (See Car Days, Item 200).

- (a.) After tender until release, on cars: (1.) Partially unloaded. (2.) Reconsigned. or (3.) Stopped in transit.
- (b.) After tender until date of refusal on: Refused loaded cars (consignee).

**Credits-**Two (2) credits will be earned for each car released.

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TARIFF NS 6004-A

SECTION 1  
DEMURRAGE RULES AND CHARGES

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**ITEM 850 - DEMURRAGE PLAN**

(Will not apply on Gondolas, AAR car types E (Except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series)

1. Billing will be tendered on a monthly basis for all cars released during a calendar month.
2. Customers having facilities at separate stations cannot be combined.
3. Credit days and car day charges for cars held for unloading or other purposes will be kept separately from cars held for loading.
4. Credit days earned in one calendar month cannot be carried over to another month.
5. Unless otherwise advised, in writing, demurrage charges will be assessed against the consignor origin or consignee at destination who will be responsible for payment.
6. Customer having two or more facilities at the same station with NS may combine the accounts into one if requested in writing.
7. All days count including Saturday and Sundays. Seven (7) holidays will not be subject to demurrage (See Holidays, Item 200).

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**ITEM 900 - DEMURRAGE PLAN:**

(Applicable only on Gondolas, AAR car types E (Except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series)

1. Billing will be tendered on a monthly basis for all cars released during a calendar month.
2. Customers having facilities at separate stations cannot be combined.
3. Credit days and car day charges for cars held for unloading or other purposes will be kept separately from cars held for loading.
4. Credit days earned in one calendar month cannot be carried over to another month.
5. Unless otherwise advised, in writing, demurrage charges will be assessed against the consignor at origin or consignee at destination who will be responsible for payment.
6. Customer having two or more facilities at the same station with NS may combine the accounts into one if requested in writing.
7. All days count including Saturday and Sundays. Seven (7) holidays will not be subject to demurrage (See Holidays, Item 200)

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**ITEM 950 - DEMURRAGE CALCULATION:**

(Will not apply on Gondolas, AAR car types E (Except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series)

1. Total car days for all railroad-controlled cars will be added. (Car/days are net of holidays (See Holidays, Item 200) and non-service allowance days).
2. Total credits for all railroad-controlled cars will be added.
3. If total credits equal or exceed total net car days, demurrage charges will not be assessed.
4. If total net car days exceed the total credits, calculation of charges will be made as follows:
  - (a.) Subtract total credit days from total car days to determine chargeable days.
  - (b.) The number of chargeable days will be assessed \$60.00 per day.

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**ITEM 980 - DEMURRAGE CALCULATION:"**

(Applicable only on Gondolas, AAR car types E (Except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series)

1. Total car days for all railroad-controlled cars will be added. (Car/days are net of holidays (See Holidays, Item 200) and non-service allowance days).
  2. Total credits for all railroad-controlled cars will be added.
  3. If total credits equal or exceed total net car days, demurrage charges will not be assessed.
  4. If total net car days exceed the total credits, calculation of charges will be made as follows:
    - a. Subtract total credit days from total car days to determine chargeable days.
    - b. The number of chargeable days will be assessed \$60.00 per day.
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TARIFF NS 6004-A

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SECTION 2  
STORAGE HAZARDOUS MATERIALS

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SECTION 2

STORAGE  
HAZARDOUS MATERIALS  
EXPLOSIVES  
WASTE  
(See item 1000)

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TARIFF NS 6004-A  
SECTION 2  
STORAGE HAZARDOUS MATERIALS

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**ITEM 1000 - STORAGE OF EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTES (SUBJECT TO PUBLICATION BOE 6000 - hazardous materials regulations of the department of transportation)**

**Application:** This item applies to cars held on NS tracks (excluding leased tracks) containing:

- (a.) Class A, B or C Explosives, named in Part 172 Commodity List, Publication BOE 6000.
- (b.) Hazardous materials, substances, or wastes requiring the use of 4-digit identification number on shipping document, placards or panels, as named in Part 11 Section 172.101, Publication BOE 6000.

Demurrage charges for railroad-controlled cars will be in addition to charges provided in this item and Storage Charges on private cars will be in addition to this item.

**Storage Days will Commence:** After the date of constructive placement and on each car, two free days are given to the Consignee. Storage days commence from the third day 0001 hours (See Time, Item 200) and continue until the car is ordered placed on private tracks or released.

**Storage Plan:**

- (a.) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.
  - (b.) Charges will be assessed against the Consignee at destination or against the Consignor at origin, who will be responsible for payment.
  - (c.) Two (2) free days are given on each car.
  - (d.) Chargeable storage rate is \$50.00 per day.
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TARIFF NS 6004-A

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SECTION 3  
STORAGE RULES AND CHARGES

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SECTION 3

STORAGE RULES AND CHARGES

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TARIFF NS 6004-A  
**SECTION 3**  
**STORAGE RULES AND CHARGES**

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**ITEM - 1050 GLOSSARY OF TERMS:**

For the purpose of establishing the provisions of this section, the definitions in item 200 will apply.

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**ITEM - 1100 STORAGE OF PRIVATE CARS:**

**1. NON-APPLICATION:** - The storage of Private car provisions do not apply to: (See Exception)

- (a) Empty cars of private ownership, which are not railroad controlled cars.
- (b) Cars of private ownership on private or leased tracks.
- (c) Cars of private ownership, which are subject to hazardous material storage while, held on NS tracks.

**2. APPLICATION:** - This item applies to loaded private cars held on NS tracks under constructive placement after notice of arrival is given to the consignee and loaded private cars held on NS tracks waiting forwarding instructions from the consignor.

**3. STORAGE DAYS WILL COMMENCE:** - After the date of constructive placement and on each car, two free days are given to the consignee. Storage days commence from the third day 0001 hours (See Item 200) and continue until the car is ordered placed on private tracks or released.

**4. STORAGE PLAN:**

- (a.) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.
- (b.) Charges will be assessed against the consignee at destination on cars waiting placement or the consignor at origin on cars waiting forwarding instructions.
- (c.) Two (2) free days are given on each car.
- (d.) Chargeable storage rate is \$20.00 per day.

Exception: On empty private cars at Louisville, KY stored or held on railroad tracks a charge of \$50.00 per car day will apply after 72 hours. (See Time, Item 200)

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TARIFF NS 6004-A

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SECTION 3  
STORAGE RULES AND CHARGES

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**ITEM 1150 - STORAGE OF ASSIGNED CARS:**

**Non-Application** - The storage of assigned car provisions do not apply to:

- (1.) Empty cars of private ownership, which are not railroad controlled cars. (See exception Item 1100)
- (2.) Cars with an inside length of 69 feet or greater, unless specifically provided herein.
- (3.) Cars of "FM" mechanical designation having a carrying capacity of 200,000 pounds or more, are exempted from the provisions of these rules.
- (4.) Cars bearing mechanical designation "LO" named the account of below, assigned to the Pillsbury Company, Buffalo, will not be subject to the \$10.00 per day storage charge while held at Buffalo, NY awaiting placement orders.

Car Owner and Reporting Marks:  
Atlantic & Western Rwy. Co. (ATW)  
ATW 56303 to 56330  
ATW 59889 to 59900

- (5.) Storage rules and charges will NOT apply in empty 60 foot boxcars for loading at General Motors Corporation - CPC group at Mansfield, Ohio.; 50 foot and 60 foot boxcars for loading at Budd Company, Philadelphia, PA.; 50 foot and 60 foot boxcars for loading at General Motors Corporation - CPC group at Parma, Ohio.
- (6.) Storage rules and charges published in Section 3 will not apply in empty, assigned 60 foot boxcars for loading at General Motors Corporation CPC - group at Grand Rapids, Michigan.; 60 foot box cars for loading at General Motors Corp.- CPC group at Marion, IN.; 60 foot boxcars for loading at General Motors Corp., BOC Mfg. Group at Lordstown, OH.; and 50 foot, 60 foot standard boxcars and 60 foot hi-cube boxcars for loading at General Motors, BOC Mfg. Group at Lansing, MI.

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**ITEM 1200 - ASSIGNED CARS NOT SUBJECT TO STORAGE**

1. Cars of any ownership with an inside length of 69 feet or more. (Cars with mechanical designations of "XL", "XM" or "XP" are not included in this exemption.) (See Exception)
2. Cars of any ownership with a mechanical designation of "FM" having a carrying capacity of 200,000 pounds or more.
3. Empty cars of private ownership, which are not railroad controlled. (See exception Item 1100)

In determining these exemptions, the car descriptions listed in the Official Railway Equipment Register RER 6410-Series shall govern.

Exception - Assigned bulkhead flat cars, mechanical designation "FB" or "FBS. with inside length less than 75 feet will NOT be exempted from the provisions of these rules.

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TARIFF NS 6004-A  
SECTION 3  
STORAGE RULES AND CHARGES

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**ITEM 1250 - STORAGE OF ASSIGNED CARS**

**APPLICATION:**

- a. This item applies to specific empty cars, as requested by and assigned to a specific shipper (assignee), at NS origin stations, when NS is required to hold such cars on its premises or private sidings connected therewith.
- b. Before specific cars are assigned to a shipper, the shipper must request in writing of originating road-haul carrier(s) the assignment at least ten (10) days before their intended use or a specific number of cars.
- c. At such time as the assignee wishes to reduce the number of cars in an assignment, assignee must notify NS:

Director Equipment Marketing,  
Norfolk Southern Corporation,  
110 Franklin Road S.E.,  
Roanoke VA 24042-0041

in writing or confirm verbal notification in writing and specify the effective date of release of such car or cars. Notice must be given at least 24 hours prior to effective date of release. The originating road-haul carrier(s) will have the prerogative of selecting the car or cars to be removed from the assignment. Storage charges prescribed by these rules will accrue on cars so selected until the effective date of release unless such cars are previously removed by the originating carrier(s) in which case storage charges will terminate on the date of such removal. However, no car will be released from an assignment by oral or written notice until all shipper owned appurtenances have been removed by assignee.

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**ITEM 1300 - STORAGE OF ASSIGNED CARS:**

**1. NOTICE OF ARRIVAL:** - Notice will be given assignee within 24 hours after arrival of car at hold point.

**2. STORAGE DAYS:** - Storage days will commence from the second 0001 hour (See Time, Item 200) following notice of arrival and continue until the car is placed on demurrage status or is released from the assignment.

**3. STORAGE PLAN:**

- (a.) Storage charges will be assessed against assignee.
- (b.) Storage plans will be maintained individually by pool assignment number.
- (c.) Settlement of charges will be made on a monthly basis on all cars released from storage during each calendar month.
- (d.) One (1) free day is given on each car.
- (e.) Chargeable storage rate is \$10.00 per day

**4. RELIEF FOR DISRUPTION IN ASSIGNEE'S OPERATIONS:**

- (a.) When it is impossible to load, or receive for loading, empty assigned car because of cessation of operations for a period of five (5) consecutive days or more, resulting from a strike, work stoppage, flood or other interference at assignee's plant, storage charges will be suspended during the duration of the interference.
  - (b.) To claim suspension of charges, assignee must furnish a written notice to NS within seven (7) days after the date interference ceased, stating: (1.) Date and time interference began. (2.) Date and time interference ceased, and (3.) Cause of such interference.
  - (c.) The period of suspension will be from the first 0001 hours (See Time, Item 200) following date on which interference began, until the first 0001 hours (See Time, Item 200) following expiration of the four (4) day period immediately following resumption of operations.
  - (d.) Relief will be restricted to a maximum of two (2) such cessation's in any calendar year, subject to a maximum of 30 days per calendar year.
  - (e.) A cessation beginning in one calendar year and continuing uninterrupted into the following year will be considered as one (1) cessation occurring in the year in which the interference began.
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TARIFF NS 6004-A  

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SECTION 3  
STORAGE RULES AND CHARGES

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**ITEM 1350 - STORAGE OF ASSIGNED CARS:  
RELIEF FOR PARTIAL DISRUPTION IN ASSIGNEE'S OPERATIONS:**

1. Storage charges will be adjusted when a partial shutdown lasts five (5) or more consecutive days and results in a 30 percent or more reduction in normal loading of assigned cars.
2. Adjustment of charges require that assignee presents written notice within seven (7) days following cessation of the partial shutdown which shows: (a.) Date and time partial shutdown began. (b.) Date and time partial shutdown ceased. (c.) Total number of assigned cars loaded during the partial shutdown.
3. Storage charges will be adjusted as follows:
  - (a.) Beginning with the first 0001 hours (See Time, Item 200) following the date and time the Partial shutdown began, and
  - (b.) Continuing until the first 0001 (See Time, Item 200) following resumption of operations, by reducing the amount of such storage charges by the car day factor furnished by assignee. (The car day factor is by assignee). (The car day factor is subject to verification by NS).
4. Relief will be restricted to a maximum of two (2) partial shutdowns in any calendar year, subject to maximum of 30 days per calendar year. A partial shutdown beginning one year and continuing uninterrupted into the following year will be considered as one (1) partial shutdown occurring in the year in which it began.

**ITEM 1400 - STORAGE OF ASSIGNED CARS:  
Relief for Car Defects:**

1. Relief will be granted from storage charges on an assigned car while held for repair of safety or mechanical defects, from the time of actual discovery of the defect until car is again made available for loading.
2. If storage delays have been incurred on a car prior to the discovery of the defect, such-days will be included in the calculation of charges.
3. Storage days will resume from the first 0001 hours (See Time, Item 200) following notification to assignee of the availability of car for loading.

**ITEM 1450 - STORAGE OF RAILWAY EQUIPMENT - MOVING ON OWN WHEELS:**

**A. APPLICATION:**

This item applies to railway equipment, held on NS tracks, that will move or has moved on its own wheels, as freight, subject to transportation charges.

**B. STORAGE DAYS WILL COMMENCE:**

- (1.) At Origin or enroute: From the first 0001 hours (See Time, Item 200) following receipt of the equipment and continuing until a document is given NS containing all necessary information to forward the equipment.
- (2.) At Destination: From the first 0001 hours (See Time, Item 200) after notice of arrival is given consignee and continuing until equipment is released from hold tracks. (Notice of arrival will be given consignee within 24 hours after arrival of equipment at hold point).

**C. STORAGE PLAN:**

1. Unless otherwise advised, charges will be assessed against the consignor, if storage delays occurred at origin or enroute or the consignee if storage delays occurred at destination.
2. Settlement of charges will be made on an individual basis for equipment released from storage during each calendar month.
3. One (1) free day will be allowed on each car released from storage.
4. Chargeable storage rate is \$30.00 per day.

**ITEM 1500 - General Electric Co**

Empty cars bearing reporting marks BN 630850, MKT 14005, MP 819825, MP 819899, TTX 80627, TTX 80631, TTX 80633, TTX 80636-80637 and UP 50051 assigned to General Electric Co. will be subject to a storage charge of \$15.00 per car, per day or fraction thereof while held for loading at Rome, GA.

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SUPPLEMENT TO

NS 6004-A

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## **NORFOLK SOUTHERN RAILWAY COMPANY**

VISION: BE THE SAFEST, MOST CUSTOMER - FOCUSED AND SUCCESSFUL TRANSPORTATION COMPANY IN  
THE WORLD

SUPPLEMENT 1  
TO  
**FREIGHT TARIFF NS 6004-A**

SUPPLEMENT 1 CONTAINS ALL CHANGES

DEMURRAGE RULES AND  
CHARGES

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STORAGE RULES AND  
CHARGES

Applying at all NS points in the United States and other points as specifically Provided herein.

Also at points on other roads  
(See Item 4 )

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ISSUED February 25, 2000

EFFECTIVE March 17, 2000

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Issued By  
J. H. Huddleston  
MANAGER - PRICING SERVICES  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

SUPPLEMENT 1 TO TARIFF NS 6004-A

SECTION 3  
STORAGE RULES AND CHARGES

**ITEM - 1050 GLOSSARY OF TERMS:**

For the purpose of establishing the provisions of this section, the definitions in item 200 will apply.

**ITEM - 1100 STORAGE OF PRIVATE CARS:**

**1. NON-APPLICATION:** - The storage of Private car provisions do not apply to: (See Exception)

- (a) Empty cars of private ownership, which are not railroad controlled cars.
- (b) Cars of private ownership on private or leased tracks.

**2. APPLICATION:** - This item applies to loaded private cars held on NS tracks under constructive placement after notice of arrival is given to the consignee and loaded private cars held on NS tracks waiting forwarding instructions from the consignor.

**3. STORAGE DAYS WILL COMMENCE:** - After the date of constructive placement and on each car, two free days are given to the consignee. Storage days commence from the third day 0001 hours (See Item 200) and continue until the car is ordered placed on private tracks or released.

**4. STORAGE PLAN:**

- (a.) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.
- (b.) Charges will be assessed against the consignee at destination on cars waiting placement or the consignor at origin on cars waiting forwarding instructions.
- (c.) Two (2) free days are given on each car.
- (d.) Chargeable storage rate is \$20.00 per day.

Exception: On empty private cars at Louisville, KY stored or held on railroad tracks a charge of \$50.00 per car day will apply after 72 hours. (See Time, Item 200)

◆ - INCREASE

-THE END-

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SUPPLEMENT TO

NS 6004-A

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## **NORFOLK SOUTHERN RAILWAY COMPANY**

VISION: BE THE SAFEST, MOST CUSTOMER - FOCUSED AND SUCCESSFUL TRANSPORTATION COMPANY IN  
THE WORLD

SUPPLEMENT 2  
TO  
**FREIGHT TARIFF NS 6004-A**

SUPPLEMENTS 1 AND 2 CONTAIN ALL CHANGES

DEMURRAGE RULES AND  
CHARGES

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STORAGE RULES AND  
CHARGES

Applying at all NS points in the United States and other points as specifically Provided herein.

Also at points on other roads  
(See Item 4 )

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ISSUED MARCH 24, 2000

EFFECTIVE APRIL 14, 2000

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Issued By  
R. C. SCHARPF  
DIRECTOR - MARKETING SERVICES  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

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SUPPLEMENT 2 TO TARIFF NS 6004-A

SECTION 1  
STORAGE RULES AND CHARGES

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**ITEM 700-A - RULES GOVERNING CARS HELD FOR UNLOADING:**

(Will not apply on Gondolas, AAR car types E (except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series.)

Unloading is the complete unloading of a car and advice from consignee to NS that the car is empty and available or a car has been reloaded and forwarding instructions are received.

**Tender:** - The notification, actual or constructive placement of each loaded car.

**Release:**

- (a.) Date and time that NS receives advice that the car is empty.
- (b.) Cars placed on interchange tracks of a consignee doing its own switching, must also be returned to the interchange track for release.
- (c.) When cars are unloaded by NS, those cars will be released at the time the request to unload is received by NS from the consignee.
- (d.) When the same car is unloaded and reloaded, when forwarding instructions are received.

**Computation:** Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.

**Credits:**

- (a.) Two (2) credits will be earned for each car released from unloading.
- ◆ (b) One (1) additional credit will be provided when the same car is reloaded if customer has not released the car to the railroad from the unloading transaction. (When car is held for loading after being emptied, in one continuous transaction, a total of three (3) credits will be earned).

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**ITEM 750-A - RULES GOVERNING CARS HELD FOR UNLOADING**

(Applicable only on Gondolas, AAR car types E (except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series.)

Unloading is the complete unloading of a car and advice from consignee to NS that the car is empty and available or a car has been reloaded and forwarding instructions are received.

**Tender:** - The notification, actual or constructive placement of each loaded car.

**Release:**

- (a.) Date and time NS receives advice that the car is empty.
- (b.) Cars placed on interchange tracks of a consignee doing its own switching, must also be returned to the interchange track for release.
- (c.) When cars are unloaded by NS, those cars will be released at the time the request to unload is received by NS from the consignee.
- (d.) When the same car is unloaded and reloaded, when forwarding instructions are received.

**Computation:** Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.

**Credits:**

- (a.) Two (2) credits will be earned for each car released from unloading.
- ◆ (b) One (1) additional credit will be provided when the same car is reloaded if customer has not released the car to the railroad from the unloading transaction. (When car is held for loading after being emptied, in one continuous transaction, a total of three (3) credits will be earned).

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For explanation of reference marks, see concluding page of this supplement.

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**SUPPLEMENT 2 TO TARIFF NS 6004-A**

---

**SECTION 1  
STORAGE RULES AND CHARGES**

---

**ITEM 850-A - DEMURRAGE PLAN**

(Will not apply on Gondolas, AAR car types E (Except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series)

1. Billing will be tendered on a monthly basis for all cars released during a calendar month.
2. Customers having facilities at separate stations cannot be combined.
3. Credit days and car day charges for cars held for unloading or other purposes will be kept separately from cars held for loading.
4. Credit days earned in one calendar month cannot be carried over to another month.
- ◆ 5. Demurrage charges will be assessed against the consignor for charges accruing at origin and the consignee for charges accruing at destination, who will be responsible for payment.
6. Customer having two or more facilities at the same station with NS may combine the accounts into one if requested in writing.
7. All days count including Saturday and Sundays. Seven (7) holidays will not be subject to demurrage (See Holidays, Item 200).

---

**ITEM 900-A - DEMURRAGE PLAN:**

(Applicable only on Gondolas, AAR car types E (Except EXX1 or EXX2, Coil cars) or G as defined in RER 6412-Series)

1. Billing will be tendered on a monthly basis for all cars released during a calendar month.
2. Customers having facilities at separate stations cannot be combined.
3. Credit days and car day charges for cars held for unloading or other purposes will be kept separately from cars held for loading.
4. Credit days earned in one calendar month cannot be carried over to another month.
- ◆ 5. Demurrage charges will be assessed against the consignor for charges accruing at origin and the consignee for charges accruing at destination, who will be responsible for payment.
6. Customer having two or more facilities at the same station with NS may combine the accounts into one if requested in writing.
7. All days count including Saturday and Sundays. Seven (7) holidays will not be subject to demurrage (See Holidays, Item 200)

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For explanation of reference marks, see concluding page of this supplement.

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SUPPLEMENT 2 TO TARIFF NS 6004-A

SECTION 3  
STORAGE RULES AND CHARGES

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**ITEM 1100-B - STORAGE OF PRIVATE CARS:**

**1. NON-APPLICATION:** - The storage of Private car provisions do not apply to: (See Exception)

(a) Empty cars of private ownership, which are not railroad controlled cars.

(b) Cars of private ownership on private or leased tracks.

**2. APPLICATION:** - This item applies to loaded private cars held on NS tracks under constructive placement after notice of arrival is given to the consignee and loaded private cars held on NS tracks waiting forwarding instructions from the consignor.

**3. STORAGE DAYS WILL COMMENCE:** - After the date of constructive placement and on each car, two free days are given to the consignee. Storage days commence from the third day 0001 hours (See Item 200) and continue until the car is ordered placed on private tracks or released.

**4. STORAGE PLAN:**

(a.) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.

(b.) Charges will be assessed against the consignee at destination on cars waiting placement or the consignor at origin on cars waiting forwarding instructions.

♦ (c.) Two (2) free days are given on each loaded car being held for consignee on constructive placement. No free time is allowed for consignor for loaded cars held on NS tracks awaiting forwarding instructions.

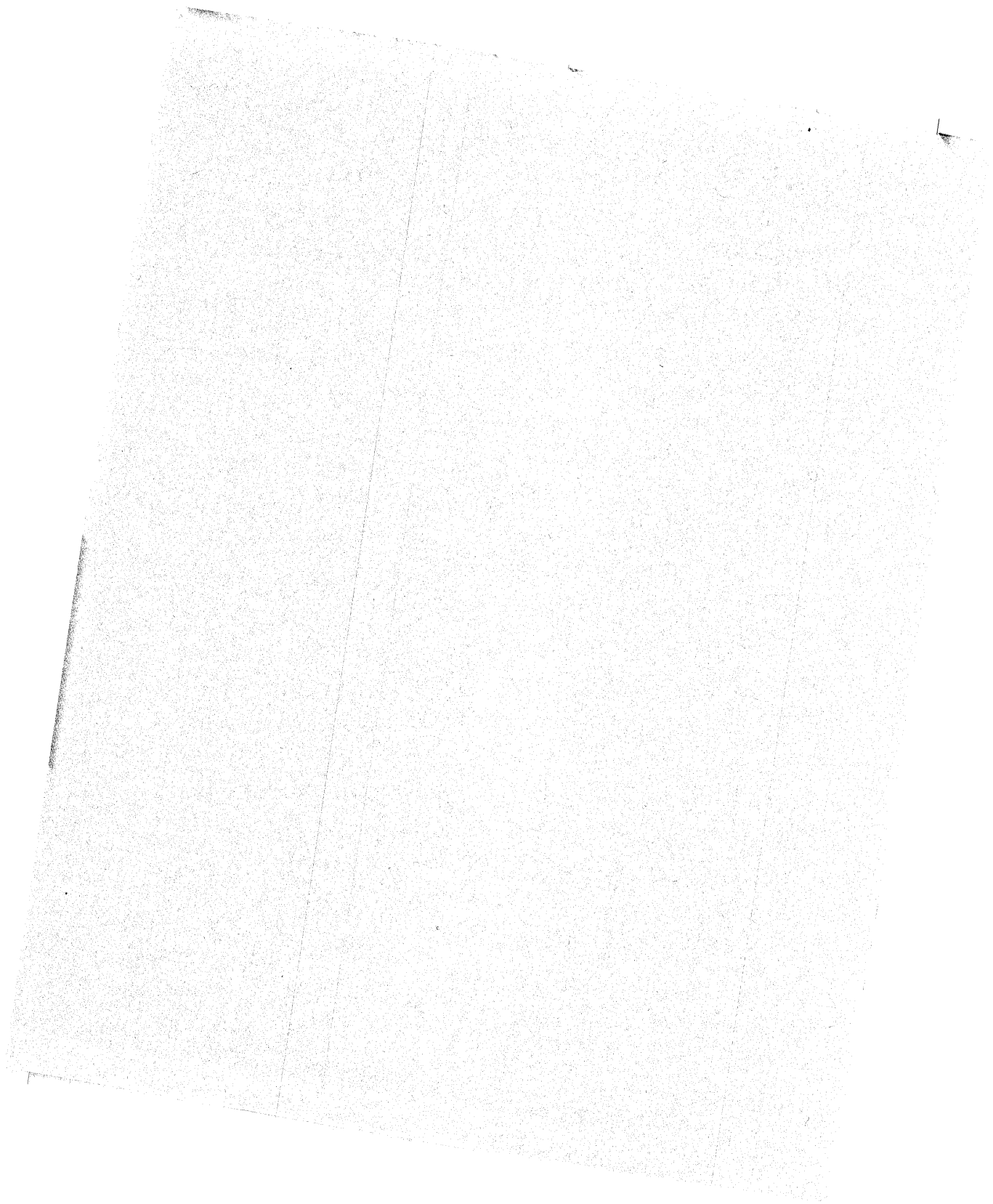
(d.) Chargeable storage rate is \$20.00 per day.

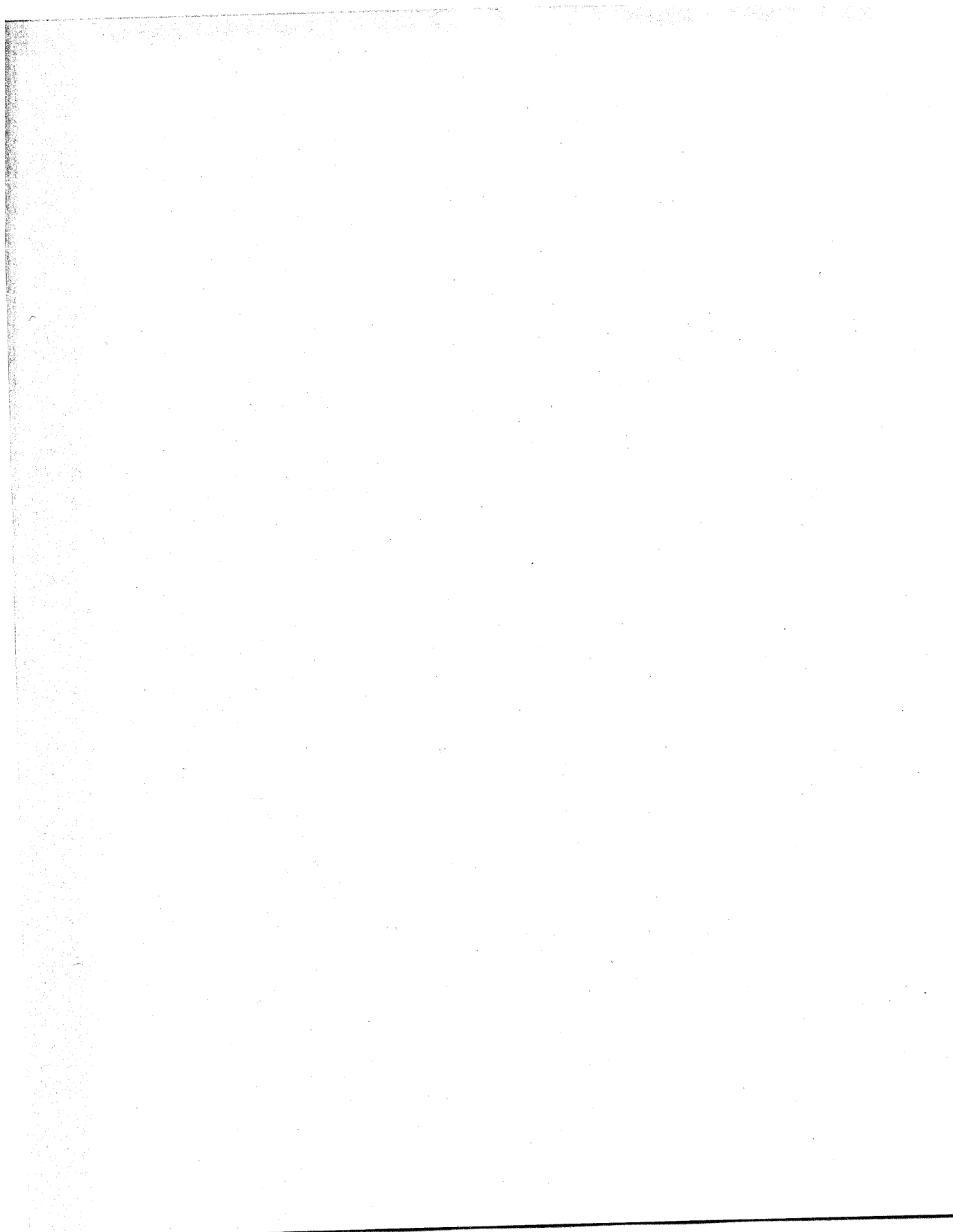
Exception: On empty private cars at Louisville, KY stored or held on railroad tracks a charge of \$50.00 per car day will apply after 72 hours. (See Time, Item 200)

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♦ - INCREASE

-THE END-





**Woods V.S.  
Exhibit 3**

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NS 6004-B  
Cancels  
NS 6004-A

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**NORFOLK SOUTHERN RAILWAY COMPANY**

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED AND SUCCESSFUL  
TRANSPORTATION COMPANY IN THE WORLD

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**FREIGHT TARIFF NS 6004-B  
CANCELS  
FREIGHT TARIFF NS 6004-A**  
(For cancellation see item 1)

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DEMURRAGE RULES AND  
CHARGES

STORAGE RULES AND  
CHARGES

Applying at all NS points in the United States and other points as specifically Provided herein.

Also at points on other roads  
(See Item 4)

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ISSUED August 23, 2000

EFFECTIVE September 15, 2000

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ISSUED BY  
R. C. Scharpf, Director Marketing Services  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

TARIFF NS 6004-B

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**ITEM 1 - CANCELLATION NOTICE**

This tariff cancels Rates, rules, regulations and charges published in Demurrage Rules and Charges and Storage Provisions in the following Tariffs:  
NS Tariff 6004-A.

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TARIFF NS 6004-B

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TARIFF NS 6004-B

ITEM 4 - LIST OF PARTICIPATING CARRIERS

| ABBREVIATION | NAME OF CARRIER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NS           | <p>Norfolk Southern Railway Company</p> <p>Includes the following subsidiaries and affiliated carriers:</p> <p>Norfolk and Western Railway Company</p> <p>Norfolk Southern Railway Company</p> <p>Alabama Great Southern Railroad Company, The</p> <p>Atlantic and East Carolina Railway Company</p> <p>Camp Lejeune Railroad Company</p> <p>Chesapeake Western Railway</p> <p>Cincinnati, New Orleans and Texas Pacific Railway Company, The</p> <p>Central of Georgia Railroad Company</p> <p>Georgia Southern and Florida Railway Company</p> <p>State University Railroad Company</p> <p>Tennessee, Alabama &amp; Georgia Railway Company</p> <p>Tennessee Railway Company</p> |
|              | <p>All NS Handling Line Stations on carriers named in note 3700 of The Official Railroad Station List</p> <p>OPSL 6000-series. (See item 5) (See Note 1 this item)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

Note 1 - The provisions of this tariff will also apply on traffic to or from Norfolk Southern Handling Lines as defined in Note 3700 of OPSL 6000-Series when traffic is billed from or to the NS stations numbers assigned to the handling line station. The carriers shown in Column 1 of Note 3700 are a party to this tariff except, where pricing authorities provide for specific demurrage provisions.

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TARIFF NS 6004-B

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RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS

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**ITEM 5 - APPLICATION OF REFERENCE PUBLICATIONS**

The following publications contain rules, regulations, charges and allowances specifically referred to herein or may apply directly or indirectly along with the terms of demurrage, storage etc that is covered in this publication.

NS Conditions of Carriage #1-Series  
NS Conditions of Carriage #2-Series (Coal)  
NS 6303 Rules for Handling Hazardous Materials  
NS 6500 Canadian Car Demurrage Rules and Charges  
NS 8001 Switching  
NS 8002 Accessorial Services  
NS 9209 Demurrage at Lamberts Point, VA  
AAR 2 -- Hazardous Materials Shipping Descriptions (49-series STCC numbers)  
BOE 6000 Bureau of Explosives Rules  
RER 6411 Official Railway Equipment Register  
RPS 6007 Mileage Allowances and Rules  
RPS 6008 Demurrage Rules and Charges on Coal etc., at mines  
RPS 6740 Heavy Duty Flat Car Charges  
OPSL 6000 Official Railroad Station List  
STCC 6001 Standard Transportation Commodity Code  
UFC 6000 Uniform Freight Classification

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**ITEM 20 - REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.**

Where reference is made in this tariff to tariffs, items, notes, rules, etc. such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

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**ITEM 40 - CONSECUTIVE NUMBER**

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen they will be understood to include both of the numbers shown. If the first number only bears a reference mark such reference mark also applies to the last number shown and to all numbers between the first and last numbers.

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**ITEM 75 - METHOD OF CANCELLING ITEMS**

As this tariff is supplemented, numbered items with letter suffixes will be used in alphabetical sequence starting with A. Example: Item 445-A cancels Item 445, and Item 365-B cancels Item 365-A in a prior supplement, which in turn cancelled Item 365.

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**ITEM 100 - METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS**

Matter brought forward without change from one supplement to another will be designated as "Reissued" by a reference mark in the form of a square enclosing a number (or letter, or number and letter) being that of the supplement in which the reissued matter first appeared in its currently effective form. To determine its original effective date, consult the supplement in which the reissued matter first became effective

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TARIFF NS 6004-B

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RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS

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ITEM 200 - GLOSSARY OF TERMS

FOR THE PURPOSE OF APPLYING PROVISIONS IN THIS PUBLICATION, THE FOLLOWING ARE DEFINED AND SHALL GOVERN:

1. **Actual Placement:** - When a car is placed in an accessible position for loading or unloading or at a point designated by consignor or consignee.
2. **Allowance Days:** - Are days in addition to credits earned for which charges will not be assessed. Car Days are reduced by the number of allowance days.
3. **Car Days:** - A twenty four (24) hour period or fraction thereof commencing 0001 hours (Local Time) after actual or constructive placement until the car is released and available to NS.
4. **Closed Gate:** - When a car cannot be placed on consignee's siding at time of arrival due to siding having a locked gate, door and/or standing instructions not to place any cars unless the consignee first contacts NS for placement instructions. All cars are constructively placed at time of arrival.
5. **NS Track:** - All tracks which NS provides for its own uses and purposes and other tracks located inside of its right-of-way or yards and terminals.
6. **Consignee:** - The party to whom a shipment is consigned or the party entitled to receive the shipment.
7. **Consignor:** - The party in whose name cars are ordered.
8. **Constructive Placement:** - When a car cannot be actually placed because of any condition attributable to the consignor or consignee, such car will be held at an available hold point and notice will be given the consignor or consignee that the car is held awaiting instructions. Car Days will begin if instructions to NS are not received before 0001 hours (See Car Days), of day following notification.
9. **Credit Day:** - Non-chargeable day. Credits can only be earned on those cars released from demurrage.
10. **Forwarding Instructions:** - A bill of lading or other suitable order containing all the necessary information to transport the shipment to final destination. Bill of lading or other suitable order must be given to NS via electronic data interchange or facsimile to the Agency Operations Center at 1-800 580-6092.
11. **Holidays:** - The following days will be considered NS Holidays: New Year's Day, Labor Day, President's Day, Thanksgiving Day, Memorial Day, Christmas Day, Independence Day
12. **Loading:** - The complete or partial loading of a car in conformity with NS loading and clearance rules, and the furnishing of forwarding instructions.
13. **Open Gate:** - When a consignee does not place any restrictions (physical or otherwise) on NS to place cars on their siding upon arrival.
14. **Private Car:** - A car bearing other than railroad reporting marks and which is not a railroad controlled car.
15. **Private Track:** - Trackage assigned for individual use including privately owned or leased tracks.
16. **Public Delivery Track:** - Any accessible track open to the general public for loading or unloading.
17. **Railroad-Controlled Cars:** - A car provided to NS directly, by car companies or others, for indiscriminate use by NS in servicing any of its customers.
18. **Reload:** - When the same car is completely unloaded and then loaded. Reloading will be expressed (with cars unloading demurrage) from date of tender to date forwarding instructions are received.
19. **Stopped in Transit:** - When cars are held enroute because of any condition attributable to the consignor or consignee, or owner.
20. **Tender:** - When NS gives notification that a car is available for unloading or loading by either actual or constructive placement to consignor or consignee.
21. **Unloading:** - The complete unloading of a car and notice from the consignee that the car is empty and available to NS.
22. **Assignee:** - A shipper who has requested and has been assigned cars to a specific pool of cars for their use.
23. **Assignee car:** - A car of any ownership specifically requested and assigned to a shipper-From a pool of assignment service cars.
24. **Free Day:** - A non-chargeable storage day.
25. **Storage Day:** - A 24hour period, or part thereof.
26. **Time:** - Local time is applicable. Time is expressed on the basis of the 24-hour clock. (EXAMPLE: 12:01 AM is expressed as 0001 hours.)

TARIFF NS 6004-B

RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS

**ITEM 250 - APPLICATION AT POINTS IN CANADA**

Demurrage rules and charges published herein will apply at Niagara Falls, ON, Fort Erie, ON, and Welland Junction, ON, on cars moving from Canada to the United States of America via Black Rock, Buffalo or Suspension Bridge, NY, held for reconsignment or otherwise, and on cars destined for consignees located in Black Rock, Buffalo or Suspension Bridge, NY, while awaiting final delivery orders, or when delivery cannot be effected due to inability of consignees to receive same. On such cars held at Niagara Falls, ON, Fort Erie, ON, and Welland Junction, ON, these rules will apply the same as if cars were held under like conditions at Black Rock, Buffalo or Suspension Bridge, NY, except that Canadian Car Demurrage Rules and Charges will apply on such cars originating in Canada moving via Black Rock, Buffalo or Suspension Bridge, NY or destined for consignees located in Black Rock, Buffalo or Suspension Bridge, NY, when held at Canadian border points for Canadian Government form B-13 or account other Canadian Government regulations.

**ITEM 300 - NOTIFICATION REQUIREMENTS**

1. The following notifications (including by electronic means) will be furnished as indicated:

**Cars for Private Tracks**

- (a) Notification of constructive placement on all cars held on NS tracks due to any condition attributable to consignee or consignor.
- (b) Delivery of car upon consignee tracks will constitute notification.
- (c) Delivery upon industrial interchange tracks of consignee or party entitled to receive same, will constitute notification.

**Cars for Public Delivery Tracks**

Notice of arrival will be given to party entitled to receive notification when car is actually placed.

**Cars Stopped In Transit**

Notice shall be sent or given to the consignee, consignor or owner ordering the car stopped upon arrival of car at the point of stoppage.

**Refused Carload Freight**

When advised of refusal of car at destination, notice will be sent or given to consignor or owner.

2. Notification information provided:

- (a) Car Initial and Number
- (b) If contents transferred enroute. NS will furnish car initial and number of the original car.

3. Methods and procedures for notification:

- (a) Notification may be sent or given:
  - (1) In writing by U.S. or Canadian mail. When claim is made that notice was mailed at a later date or delayed through postal service, the date of mailing shall be determined by the postmark. If no postmark or no date appear, the records of NS shall govern.
  - (2) By personal telephone communication or electronic means. When consignor or consignee utilizes an electronic or mechanical device (either in written, oral or keyed data form) notification left on such device will be considered as having been given to consignor or consignee, as of the date and time transmitted.
- (b) Notice of arrival shall be sent or given: - Upon arrival of cars at destination (notification is given 7 days a week) for all cars held under order notify or other provisions which require surrender of bill of lading or payment of lawful charges.

TARIFF NS 6004-B

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RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS

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**ITEM 350 NOTIFICATION TO NS:**

- (a) When NS personnel are not on duty to receive forwarding instructions, empty release information or other disposition, consignor/consignee will have until 0001 hours (See Car Days, item 200) of the next day personnel are on duty to furnish such instructions, and they will be considered as having been furnished at the date and time the instructions could have been furnished.
- (b) When electronic or mechanical devices are used to furnish notification to NS, the recorded date and time that instructions are received will govern.

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**ITEM 400 - ALLOWANCES PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES:**

In order to be allowed relief as indicated, a claim must be presented to NS, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed.

- 1. **Railroad Error:** - If, through railroad error, demurrage charges are assessed demurrage will be adjusted to the amount that would have accrued but for such error. (Run around and bunching of cars will not be considered as a railroad error.)
- 2. **Weather Interference:** - When because of earthquakes, tornadoes, hurricanes, floods or heavy snow, the operations of the consignor or consignee are disrupted, the demurrage directly chargeable thereto will be eliminated, provided the disruption exceeds two (2) days in duration.
- 3. **Strike Interference:** - When it is impossible to load or unload or receive cars from or make cars available to NS because of strike interference at the point where the loading or unloading is to be accomplished, demurrage days will be charged for at the rate of \$30.00 per day during the period of strike interference, provided:
  - (a) The disruption exceeds five (5) days in duration during one calendar month.
  - (b) The provisions of this item will not apply to: - (1.) Cars for unloading when waybills are dated four (4) days after the beginning of strike interference. (2.) Cars for loading when ordered after the beginning and prior to the ending of strike interference.
- 4. **Switching Delays:**
  - (a) This allowance will be calculated and deducted from car days for car ordered and all others held under constructive placement when all cars on the patron's siding are empty and available at the time a switch is missed or should have been made. If all cars on the patron's siding are not empty at the time of alleged switching failure, allowance will be for the car so ordered and not placed.
  - (b) When a car is ordered for placement or delivery and this is not accomplished because non-service, allowance will be given for delay in placement. This allowance will apply to the car ordered placed, when held under constructive placement on NS tracks.
  - (c) The allowance day(s) will be deducted from the Car Days for all day(s) after which the placement order was given to, but not including, the day on which the car is actually placed.
  - (d) For example, if a car is ordered placed on day 3 of the month, but not actually placed until day 5 of the month, day 4 of the month will be an allowance day and not a chargeable demurrage day for that car and all cars held under constructive placement on NS tracks during that time.

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**ITEM 450 - CARS AWAITING CUSTOMS INSTRUCTIONS PAYMENT OF DUTIES:**

Cars delayed on carriers' tracks longer than forty-eight (48) hours, awaiting completion of customs documentation or payment of duties, will begin to accrue normal demurrage charges.

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TARIFF NS 6004-B

SECTION 1

DEMURRAGE RULES AND CHARGES

## SECTION 1

DEMURRAGE RULES AND CHARGES

TARIFF NS 6004-B

SECTION 1

DEMURRAGE RULES AND CHARGES

**ITEM 500 - CARS SUBJECT TO DEMURRAGE**

**GENERAL APPLICATION**

(See exceptions Item 550)

- (A) Applicable at all points on NS.
- (B) The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.
- (C) All railroad controlled cars held for or by consignors or consignees for any purpose are subject to demurrage rules and charges in this section, except as follows:
- (1) Cars moving under freight rates requiring application of special demurrage rules - When authorized in contracts or other agreements.
  - (2) Private cars are not subject to demurrage rules except when specifically requested by customer as provided in Item 1550.
  - (3) Cars containing freight refused or unclaimed to be sold by NS for the time held beyond legal requirements.
  - (4) Cars assigned to shippers returned to points of assignment under load when material is authorized to be returned without freight charges under provisions of freight publication.
  - (5) Cars assigned to shippers returned empty to point of assignment while subject to storage rules.
  - (6) Empty railroad equipment moving on own wheels under transportation charges as freight. (Subject to Item 1450)
  - (7) Cars for loading or unloading of NS company material while on NS tracks or private sidings connecting therewith.
  - (8) Cars of railroad ownership, leased for storage of commodities, while held on lessee's tracks.
  - (9) Empty cars placed and not used for loading only if rejected and found as unsuitable for loading.

**ITEM 550 - CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES:**

**Export Coal** - On cars consigned, reconsigned or declared for export when charges are specifically provided in tariffs, except as otherwise provided. This includes such cars held in transit because they cannot reasonably be accommodated at the ports and carload shipments loaded in open top equipment when held subject to Freight Tariffs: NW 9209 Demurrage at Lamberts Point, VA.

**Shipments in open top equipment** - When held subject to special demurrage in train load freight Publication CR-4605 series.

**Cars used in handling coal at mines** - When covered by demurrage rules and charges in Tariff RPS 6008 series or other tariffs.

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TARIFF NS 6004-B

SECTION 1

DEMURRAGE RULES AND CHARGES

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**ITEM 600 - RULE GOVERNING CARS HELD FOR LOADING:**

**Loading:** is the complete or partial loading of a car in conformity with NS loading and clearance rules, including the furnishing of forwarding instructions.

**Tender:** The notification, actual or constructive placement of an empty car placed on orders of the consignor.

**Release:**

- (a) On date forwarding instructions are received; when received by U.S. or Canadian mail, such instructions will be considered received after 0001 hours (See Car Days, Item 200) on date received.
- (b) On empty cars placed on interchange tracks of consignor performing his own switching, time will also continue until cars are returned to an interchange track.
- (c) On cars found to be overloaded or improperly loaded while at origin will not be considered released until the load has been adjusted.

**Computation:**

- (a) Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.
- (b) On cars placed prior to date for which ordered, Car Days will be computed from the first 0001 hours of the day for which car was ordered until car is released.
- (c) On empty cars appropriated, without being ordered, will be considered as having been ordered and actually placed on the day so appropriated.

**Credits:** - One (1) credit will be earned for each car released on which disposition is given.

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TARIFF NS 6004-B

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SECTION 1  
DEMURRAGE RULES AND CHARGES

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**ITEM 700 - RULES GOVERNING CARS HELD FOR UNLOADING:**

**Unloading:** is the complete unloading of a car and advice from consignee to NS that the car is empty and available or a car has been reloaded and forwarding instructions are received.

**Tender:** The notification, actual or constructive placement of each loaded car.

**Release:**

- (a) Date and time that NS receives advice that the car is empty.
- (b) Cars placed on interchange tracks of a consignee doing its own switching, must also be returned to the interchange track for release.
- (c) When cars are unloaded by NS, those cars will be released at the time the request to unload is received by NS from the consignee.
- (d) When the same car is unloaded and reloaded, when forwarding instructions are received.

**Computation:** Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.

**Credits:**

- (a) Two (2) credits will be earned for each car released from unloading.
  - (b) One (1) additional credit will be provided when the same car is reloaded if customer has not released the car to the railroad from the unloading transaction. (When car is held for loading after being emptied, in one continuous transaction, a total of three (3) credits will be earned).
-

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TARIFF NS 6004-B

SECTION 1

DEMURRAGE RULES AND CHARGES

---

**ITEM 800 - RULE GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING**

Applicable to Cars Held:

- (a) On orders of the consignor or consignee.
- (b) While awaiting proper disposition from the consignor or consignee.
- (c) As a result of conditions attributable to the consignor or consignee.

**Disposition:** That information, which allows NS to either tender or release the car from the consignor's or consignee's account.

**Tender:** The notification, actual or constructive placement of a loaded car.

**Release:** Date and time that NS receives advice that the car is released and on which disposition is given on cars.

**Computation:** Car Days will be computed from the first 0001 hours: (See Car Days, Item 200).

- (a) After tender until release, on cars: (1) Partially unloaded. (2) Reconsigned. (3) Stopped in transit.
- (b) After tender until date of refusal on refused loaded cars (consignee).

**Credits:** No (Zero) credits will be earned for each car released.

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TARIFF NS 6004-B

SECTION 1

DEMURRAGE RULES AND CHARGES

---

**ITEM 850 - DEMURRAGE PLAN**

1. Billing will be tendered on a monthly basis for all cars released during a calendar month.
2. Customers having facilities at separate stations cannot be combined.
3. Credit days and car day charges for cars held for unloading or other purposes will be kept separately from cars held for loading.
4. Credit days earned in one calendar month cannot be carried over to another month.
5. Demurrage charges will be assessed against the consignor at origin or consignee at destination who will be responsible for payment.
6. Customer having two or more facilities at the same station with NS may combine the accounts into one if requested in writing.
7. All days count including Saturday and Sundays. Seven (7) holidays will not be subject to demurrage (See Holidays, Item 200).

---

**ITEM 950 - DEMURRAGE CALCULATION:**

1. Total car days for all railroad-controlled cars will be added. (Car/days are net of holidays (See Holidays, Item 200) and non-service allowance days).
  2. Total credits for all railroad-controlled cars will be added.
  3. If total credits equal or exceed total net car days, demurrage charges will not be assessed.
  4. If total net car days exceed the total credits, calculation of charges will be made as follows:
    - (a) Subtract total credit days from total car days to determine chargeable days.
    - (b) The number of chargeable days will be assessed \$60.00 per day.
-

TARIFF NS 6004-B

SECTION 2

STORAGE - HAZARDOUS MATERIALS

## SECTION 2

STORAGE  
HAZARDOUS MATERIALS

EXPLOSIVES

WASTE

(See item 1000)

TARIFF NS 6004-B

SECTION 2

STORAGE - HAZARDOUS MATERIALS

**ITEM 1000 - STORAGE OF EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTES**  
(Subject to publication BOE 6000 - hazardous materials regulations of the Department of Transportation)

**Application:** This item applies to cars held on NS tracks (excluding leased tracks) containing:

- (a) Class A, B or C Explosives, named in Part 172 Commodity List, Publication BOE 6000.
- (b) Hazardous materials, substances, or wastes requiring the use of 4-digit identification number on shipping document, placards or panels, as named in Part 11 Section 172.101, Publication BOE 6000.

Demurrage charges for railroad-controlled cars will be in addition to charges provided in this item and Storage Charges on private cars will be in addition to this item.

**Storage Days will Commence:** After the date of constructive placement and on each car, two free days are given to the Consignee. Storage days commence from the third day 0001 hours (See Time, Item 200) and continue until the car is ordered placed on private tracks or released.

**Storage Plan:**

- (a) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.
- (b) Charges will be assessed against the Consignee at destination or against the Consignor at origin, who will be responsible for payment.
- (c) Two (2) free days are given on each car.
- (d) Chargeable storage rate is \$50.00 per day.

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TARIFF NS 6004-B

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SECTION 3  
STORAGE RULES AND CHARGES

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## SECTION 3

### STORAGE RULES AND CHARGES

TARIFF NS 6004-B

SECTION 3

STORAGE RULES AND CHARGES

**ITEM - 1050 GLOSSARY OF TERMS:**

For the purpose of establishing the provisions of this section, the definitions in item 200 will apply.

**ITEM 1100 - STORAGE OF PRIVATE CARS:**

1. **NON-APPLICATION:** - The storage of Private car provisions do not apply to: (See Exception)
  - (a) Empty cars of private ownership, which are not railroad controlled cars.
  - (b) Cars of private ownership on private or leased tracks.
2. **APPLICATION:** - This item applies to loaded private cars held on NS tracks under constructive placement after notice of arrival is given to the consignee and loaded private cars held on NS tracks waiting forwarding instructions from the consignor.
3. **STORAGE DAYS WILL COMMENCE:** - After the date of constructive placement and on each car, two free days are given to the consignee. Chargeable storage days commence from the third day 0001 hours (See Item 200) and continue until the car is ordered placed on private tracks or released.

**STORAGE PLAN:**

- (a) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.
- (b) Charges will be assessed against the consignee at destination on cars waiting placement or the consignor at origin on cars waiting forwarding instructions.
- (c) Two (2) free days are given on each loaded car being held for consignee on constructive placement. No free time is allowed for consignor for loaded cars held on NS tracks awaiting forwarding instructions.
- (d) Chargeable storage rate is \$20.00 per day.

Exception: On empty private cars at Louisville, KY stored or held on railroad tracks a charge of \$50.00 per car day will apply after 72 hours. (See Time, Item 200)

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TARIFF NS 6004-B

SECTION 3

STORAGE RULES AND CHARGES

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**ITEM 1150 – ASSIGNED CARS NOT SUBJECT TO STORAGE:**

The storage of assigned car provisions do not apply to:

1. Empty cars of private ownership, which are not railroad controlled cars.
  2. Cars with an inside length of 69 feet or greater, except:
    - (a). Cars with mechanical destinations of "XL", "XM" or "XP" are not included in this exemption, thus charges will apply.
    - (b). Assigned bulkhead flat cars, mechanical designation "FB" or "FBS" with inside length less than 75 feet will not be exempted, thus charges will apply.
  3. Cars with a mechanical designation of "FM" having a carrying capacity of 200,000 pounds or more.
  4. In determining these exemptions, the car descriptions listed in the Official Railway Equipment Register RER 6410-Series shall govern.
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TARIFF NS 6004-B

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SECTION 3  
STORAGE RULES AND CHARGES

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**ITEM 1250 - STORAGE OF ASSIGNED CARS**

**APPLICATION:**

- a. This item applies to specific empty cars, as requested by and assigned to a specific shipper (assignee), at NS origin stations, when NS is required to hold such cars on its premises or private sidings connected therewith.
- b. Before specific cars are assigned to a shipper, the shipper must request in writing of originating road-haul carrier(s) the assignment at least ten (10) days before their intended use for a specific number of cars.
- c. At such time as the assignee wishes to reduce the number of cars in an assignment, assignee must notify NS:

Director Equipment Marketing,  
Norfolk Southern Corporation,  
110 Franklin Road S.E.,  
Roanoke VA 24042-0041

in writing or confirm verbal notification in writing and specify the effective date of release of such car or cars. Notice must be given at least 24 hours prior to effective date of release. The originating road-haul carrier(s) will have the prerogative of selecting the car or cars to be removed from the assignment. Storage charges prescribed by these rules will accrue on cars so selected until the effective date of release unless such cars are previously removed by the originating carrier(s) in which case storage charges will terminate on the date of such removal. However, no car will be released from an assignment by oral or written notice until all shipper owned appurtenances have been removed by assignee.

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**ITEM 1300 - STORAGE OF ASSIGNED CARS:**

1. **NOTICE OF ARRIVAL:** - Notice will be given assignee within 24 hours after arrival of car at hold point.
2. **STORAGE DAYS:** - Chargeable storage days will commence from the second 0001 hour (See Time, Item 200) following notice of arrival and continue until the car is placed on demurrage status or is released from the assignment.
3. **STORAGE PLAN:**
  - (a) Storage charges will be assessed against assignee.
  - (b) Storage plans will be maintained individually by pool assignment number.
  - (c) Settlement of charges will be made on a monthly basis on all cars released from storage during each calendar month.
  - (d) One (1) free day is given on each car.
  - (e) Chargeable storage rate is \$10.00 per day
4. **RELIEF FOR DISRUPTION IN ASSIGNEE'S OPERATIONS:**
  - (a) When it is impossible to load, or receive for loading, empty assigned car because of cessation of operations for a period of five (5) consecutive days or more, resulting from a strike, work stoppage, flood or other interference at assignee's plant, storage charges will be suspended during the duration of the interference.
  - (b) To claim suspension of charges, assignee must furnish a written notice to NS within seven (7) days after the date interference ceased, stating: (1.) Date and time Interference began. (2.) Date and time Interference ceased, and (3.) Cause of such Interference.
  - (c) The period of suspension will be from the first 0001 hours (See Time, Item 200) following date on which interference began, until the first 0001 hours (See Time, Item 200) following, expiration of the four (4) day period immediately following resumption of operations.
  - (d) Relief will be restricted to a maximum of two (2) such cessation's in any calendar year, subject to a maximum of 30 days per calendar year.
  - (e) A cessation beginning in one calendar year and continuing uninterrupted into the following year will be considered as one (1) cessation occurring in the year in which the interference began.

**TARIFF NS 6004-B**

**SECTION 3**

**STORAGE RULES AND CHARGES**

**ITEM 1350 - STORAGE OF ASSIGNED CARS:**

**RELIEF FOR PARTIAL DISRUPTION IN ASSIGNEE'S OPERATIONS:**

1. Storage charges will be adjusted when a partial shutdown lasts five (5) or more consecutive days and results in a 30 percent or more reduction in normal loading of assigned cars.
2. Adjustment of charges require that assignee presents written notice within seven (7) days following cessation of the partial shutdown which shows: (a.) Date and time partial shutdown began. (b.) Date and time partial shutdown ceased. (c.) Total number of assigned cars loaded during the partial shutdown.
3. Storage charges will be adjusted as follows:
  - (a) Beginning with the first 0001 hours (See Time, Item 200) following the date and time the Partial shutdown began, and
  - (b) Continuing until the first 0001 (See Time, Item 200) following resumption of operations, by reducing the amount of such storage charges by the car day factor furnished by assignee. (The car day factor is by assignee). (The car day factor is subject to verification by NS).
4. Relief will be restricted to a maximum of two (2) partial shutdowns in any calendar year, subject to maximum of 30 days per calendar year. A partial shutdown beginning one year and continuing uninterrupted into the following year will be considered as one (1) partial shutdown occurring in the year in which it began.

**ITEM 1400 - STORAGE OF ASSIGNED CARS:**

**RELIEF FOR CAR DEFECTS:**

1. Relief will be granted from storage charges on an assigned car while held for repair of safety or mechanical defects, from the time of actual discovery of the defect until car is again made available for loading.
2. If storage delays have been incurred on a car prior to the discovery of the defect, such-days will be included in the calculation of charges.
3. Storage days will resume from the first 0001 hours (See Time, Item 200) following notification to assignee of the availability of car for loading.

**ITEM 1450 - STORAGE OF RAILWAY EQUIPMENT - MOVING ON OWN WHEELS:**

**A. APPLICATION:**

This item applies to railway equipment, held on NS tracks, that will move or has moved on its own wheels, as freight, subject to transportation charges.

**B. STORAGE DAYS WILL COMMENCE:**

- (1) At Origin or enroute: From the first 0001 hours (See Time, Item 200) following receipt of the equipment and continuing until a document is given NS containing all necessary information to forward the equipment.
- (2) At Destination: From the first 0001 hours (See Time, Item 200) after notice of arrival is given consignee and continuing until equipment is released from hold tracks. (Notice of arrival will be given consignee within 24 hours after arrival of equipment at hold point).

**C. STORAGE PLAN:**

- (1) Unless otherwise advised, charges will be assessed against the consignor, if storage delays occurred at origin or enroute or the consignee if storage delays occurred at destination.
- (2) Settlement of charges will be made on an individual basis for equipment released from storage during each calendar month.
- (3) One (1) free day will be allowed on each car released from storage.
- (4) Chargeable storage rate is \$30.00 per day.

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TARIFF NS 6004-B

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SECTION 3

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STORAGE RULES AND CHARGES

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**ITEM 1500 - GENERAL ELECTRIC CO**

Empty cars bearing reporting marks BN 630850, MKT 14005, MP 819825, MP 819899, TTX 80627, TTX 80631, TTX 80633, TTX 80636-80637 and UP 50051 assigned to General Electric Co. will be subject to a storage charge of \$15.00 per car, per day or fraction thereof while held for loading at Rome, GA.

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**ITEM 1550 – DEMURRAGE ON PRIVATE CARS HELD OR STORED ON PRIVATE TRACKS**

Loaded private cars held on private tracks at destination will be subject to demurrage rules and charges in Section 1 of this tariff (same as on Railroad-owned cars) only when, before the car leaves point of shipment or reconsignment, the bill of lading, shipping order, reconsigning order or other shipping document used to direct movement to the point at which held indicates car is "subject to ITEM 1550, Tariff NS 6004-Series".

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- THE END -

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SUPPLEMENT TO

NS 6004-B

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## **NORFOLK SOUTHERN RAILWAY COMPANY**

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TRANSPORTATION COMPANY IN THE WORLD

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### **SUPPLEMENT 1**

**TO**

### **FREIGHT TARIFF NS 6004-B**

SUPPLEMENT 1 CONTAINS ALL CHANGES

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DEMURRAGE RULES AND  
CHARGES

STORAGE RULES AND  
CHARGES

Applying at all NS points in the United States and other points as specifically Provided herein.

Also at points on other roads  
(See Item 4 )

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ISSUED December 1, 2000

EFFECTIVE January 1, 2001

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ISSUED BY  
R. C. Scharpf, Director Marketing Services  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

SUPPLEMENT 1 TO TARIFF NS 6004-B  
RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS

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◆ **ITEM 400-A - ALLOWANCES PERMISSIBLE FOR RELIEF OF DEMURRAGE CHARGES:**

In order to be allowed relief as indicated, a claim must be presented to NS, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed.

1. **Railroad Error:** - If, through railroad error, demurrage charges are assessed demurrage will be adjusted to the amount that would have accrued but for such error. (Run around and bunching of cars will not be considered as a railroad error.)
2. **Weather Interference:** - When because of earthquakes, tornadoes, hurricanes, floods or heavy snow, the operations of the consignor or consignee are disrupted, the demurrage directly chargeable thereto will be eliminated, provided the disruption exceeds two (2) days in duration.

When at the time of actual placement, lading is frozen or congealed so as to require heating, thawing or loosening to unload, a consignee desiring additional free time for unloading shall, prior to the expiration of ten (10) days, exclusive of Saturdays, Sundays and holidays, after the date on which the car was released, send or give this railroad a written statement certifying by car initial and number:

- (a) the day or days (12:01 A.M. to 12:01 A.M.) on which car was on actual placement and during which any time was expended in heating, thawing or loosening to unload the car;
  - (b) the day (12:01 A.M. to 12:01 A.M.) on which car was actually unloaded. If the written statement is mailed, the date of mailing shall be determined by the postmark. This carrier will relieve charges accrued or assessed while car was on actual placement for the day or days so certified in part (1) of the statement with a maximum of two (2) days; except, the carrier will not relieve the day on which a car was actually unloaded as certified in part (b) of the consignee's statement.
3. **Strike Interference:** - When it is impossible to load or unload or receive cars from or make cars available to NS because of strike interference at the point where the loading or unloading is to be accomplished, demurrage days will be charged for at the rate of \$30.00 per day during the period of strike interference, provided:
    - (a) The disruption exceeds five (5) days in duration during one calendar month.
    - (b) The provisions of this item will not apply to: - (1.) Cars for unloading when waybills are dated four (4) days after the beginning of strike interference. (2.) Cars for loading when ordered after the beginning and prior to the ending of strike interference.
  4. **Switching Delays:**
    - (a) This allowance will be calculated and deducted from car days for car ordered and all others held under constructive placement when all cars on the patron's siding are empty and available at the time a switch is missed or should have been made. If all cars on the patron's siding are not empty at the time of alleged switching failure, allowance will be for the car so ordered and not placed.
    - (b) When a car is ordered for placement or delivery and this is not accomplished because non-service, allowance will be given for delay in placement. This allowance will apply to the car ordered placed, when held under constructive placement on NS tracks.
    - (c) The allowance day(s) will be deducted from the Car Days for all day(s) after which the placement order was given to, but not including, the day on which the car is actually placed.

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◆ - Increase

- THE END -

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SUPPLEMENT TO

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NS 6004-B

## **NORFOLK SOUTHERN RAILWAY COMPANY**

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### **SUPPLEMENT 2**

**TO**

### **FREIGHT TARIFF NS 6004-B**

SUPPLEMENTS 1 AND 2 CONTAIN ALL CHANGES

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DEMURRAGE RULES AND  
CHARGES

STORAGE RULES AND  
CHARGES

Applying at all NS points in the United States and other points as specifically Provided herein.

Also at points on other roads  
(See Item 4 )

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ISSUED September 12, 2001

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EFFECTIVE October 3, 2001

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ISSUED BY  
P. J. Glennon, Director Marketing Services  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

SUPPLEMENT 2 TO TARIFF NS 6004-B  
RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS

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**ITEM 200-A - GLOSSARY OF TERMS**

FOR THE PURPOSE OF APPLYING PROVISIONS IN THIS PUBLICATION, THE FOLLOWING ARE DEFINED AND SHALL GOVERN:

1. **Actual Placement:** - When a car is placed in an accessible position for loading or unloading or at a point designated by consignor or consignee.
2. **Allowance Days:** - Are days in addition to credits earned for which charges will not be assessed. Car Days are reduced by the number of allowance days.
3. **Car Days:** - A twenty four (24) hour period or fraction thereof commencing 0001 hours (Local Time) after actual or constructive placement until the car is released and available to NS.
4. **Closed Gate:** - When a car cannot be placed on consignee's siding at time of arrival due to siding having a locked gate-, door and/or standing instructions not to place any cars unless the consignee first contacts NS for placement instructions. All cars are constructively placed at time of arrival.
5. **NS Track:** - All tracks which NS provides for its own uses and purposes and other tracks located inside of its right-of-way or yards and terminals.
6. **Consignee:** - The party to whom a shipment is consigned or the party entitled to receive the shipment.
7. **Consignor:** - The party in whose name cars are ordered.
8. **◆Constructive Placement:** - When a car cannot be actually placed because of any condition attributable to the consignor or consignee, such car will be held at an available hold point and notice will be given the consignor or consignee that the car is held awaiting instructions. However, cars actually placed on Customer siding will be considered constructively placed and no notification provided. Car Days will begin if instructions to NS are not received before 0001 hours (See Car Days), of day following notification.
9. **Credit Day:** - Non-chargeable day. Credits can only be earned on those cars released from demurrage.
10. **Forwarding Instructions:** - A bill of lading or other suitable order containing all the necessary information to transport the shipment to final destination. Bill of lading or other suitable order must be given to NS via electronic data interchange or facsimile to the Agency Operations Center at 1-800 580-6092.
11. **Holidays:** - The following days will be considered NS Holidays: New Year's Day, Labor Day, President's Day, Thanksgiving Day, Memorial Day, Christmas Day, Independence Day
12. **Loading:** - The complete or partial loading of a car in conformity with NS loading and clearance rules, and the furnishing of forwarding instructions.
13. **Open Gate:** - When a consignee does not place any restrictions (physical or otherwise) on NS to place cars on their siding upon arrival.
14. **Private Car:** - A car bearing other than railroad reporting marks and which is not a railroad controlled car.
15. **Private Track:** - Trackage assigned for individual use including privately owned or leased tracks.
16. **Public Delivery Track:** - Any accessible track open to the general public for loading or unloading.
17. **Railroad-Controlled Cars:** - A car provided to NS directly, by car companies or others, for indiscriminate use by NS in servicing any of its customers.
18. **Reload:** - When the same car is completely unloaded and then loaded. Reloading will be expressed (with cars unloading demurrage) from date of tender to date forwarding instructions are received.
19. **Stopped in Transit:** - When cars are held enroute because of any condition attributable to the consignor or consignee, or owner.
20. **Tender:** - When NS gives notification that a car is available for unloading or loading by either actual or constructive placement to consignor or consignee.
21. **Unloading:** - The complete unloading of a car and notice from the consignee that the car is empty and available to NS.
22. **Assignee:** - A shipper who has requested and has been assigned cars to a specific pool of cars for their use.
23. **Assignee car:** - A car of any ownership specifically requested and assigned to a shipper-From a pool of assignment service cars .
24. **Free Day:** - A non-chargeable storage day.
25. **Storage Day:** - A 24hour period, or part thereof.
26. **Time:** - Local time is applicable. Time is expressed on the basis of the 24-hour clock. (EXAMPLE: 12:01 AM is expressed as 0001 hours.)

For explanation of reference marks, see concluding page of this supplement.

SUPPLEMENT 2 TO TARIFF NS 6004-B

SECTION 3

STORAGE RULES AND CHARGES

**ITEM 1100-A - STORAGE OF PRIVATE CARS:**

1. **NON-APPLICATION:** - The storage of Private car provisions do not apply to: (See Exceptions)
  - (a) Empty cars of private ownership, which are not railroad controlled cars.
  - (b) Cars of private ownership on private or leased tracks.
2. **APPLICATION:** - This item applies to loaded private cars held on NS tracks under constructive placement after notice of arrival is given to the consignee and loaded private cars held on NS tracks waiting forwarding instructions from the consignor.
3. **STORAGE DAYS WILL COMMENCE:** - After the date of constructive placement and on each car, two free days are given to the consignee. Chargeable storage days commence from the third day 0001 hours (See Item 200) and continue until the car is ordered placed on private tracks or released.

**STORAGE PLAN:**

- (a) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.
- (b) Charges will be assessed against the consignee at destination on cars waiting placement or the consignor at origin on cars waiting forwarding instructions.
- (c) Two (2) free days are given on each loaded car being held for consignee on constructive placement. No free time is allowed for consignor for loaded cars held on NS tracks awaiting forwarding instructions.
- (d) Chargeable storage rate is \$20.00 per day.

Exception 1: On empty private cars at Louisville, KY stored or held on railroad tracks a charge of \$50.00 per car day will apply after 72 hours. (See Time, Item 200)

◆ Exception 2: From time to time, NS may determine that congestion exists at a particular rail yard. In order to encourage the movement of railcars out of congested yards, NS may provide notice of congestion of a rail yard to the receiver of the prior inbound move by written or electronic means (a "Congestion Notice"). Upon issuance of a Congestion Notice, empty private cars held on railroad tracks (other than leased tracks) for more than 96 hours at the applicable rail yard will be subject to a \$60.00 per car per day holding charge (the "Holding Charge"). Weekends and holidays are included in making all calculations under this exception (see Time, item 200). Holding Charges will apply on private cars held on railroad tracks at the applicable rail yard at 12:01 AM each applicable day. Charges will be billed to the receiver of the inbound move which occurred immediately prior to the empty car from the receiver to the rail yard which is now congested. Any cars for which the Holding Charge would apply, as described above, will be subject to the Holding Charge without additional notification from NS. Charges will cease to apply effective: 1) on the day NS receives forwarding instructions for cars subject to the Holding Charge; or 2) the day the receiver is advised that the Holding Charges will no longer be applied for empty private cars held at the designated rail station for their account.

◆ - Increase

- THE END -



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SUPPLEMENT TO

NS 6004-B

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## **NORFOLK SOUTHERN RAILWAY COMPANY**

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### **SUPPLEMENT 3**

**TO**

### **FREIGHT TARIFF NS 6004-B**

SUPPLEMENTS 1, 2 AND 3 CONTAIN ALL CHANGES

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DEMURRAGE RULES AND  
CHARGES

STORAGE RULES AND  
CHARGES

Applying at all NS points in the United States and other points as specifically Provided herein.

Also at points on other roads  
(See Item 4 )

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ISSUED October 1, 2001

EFFECTIVE October 3, 2001

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ISSUED BY  
P. J. Glennon, Director Marketing Services  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

SUPPLEMENT 3 TO TARIFF NS 6004-B

SECTION 3

STORAGE RULES AND CHARGES

◆ **ITEM 1100-B Cancels ITEM 1100-A and ITEM 1100 - STORAGE OF PRIVATE CARS:**

1. **NON-APPLICATION:** - The storage of Private car provisions do not apply to: (See Exception)
  - (a) Empty cars of private ownership, which are not railroad controlled cars.
  - (b) Cars of private ownership on private or leased tracks.
2. **APPLICATION:** - This item applies to loaded private cars held on NS tracks under constructive placement after notice of arrival is given to the consignee and loaded private cars held on NS tracks waiting forwarding instructions from the consignor.
3. **STORAGE DAYS WILL COMMENCE:** - After the date of constructive placement and on each car, two free days are given to the consignee. Chargeable storage days commence from the third day 0001 hours (See Item 200) and continue until the car is ordered placed on private tracks or released.

**STORAGE PLAN:**

- (a) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.
- (b) Charges will be assessed against the consignee at destination on cars waiting placement or the consignor at origin on cars waiting forwarding instructions.
- (c) Two (2) free days are given on each loaded car being held for consignee on constructive placement. No free time is allowed for consignor for loaded cars held on NS tracks awaiting forwarding instructions.
- (d) Chargeable storage rate is \$20.00 per day.

Exception : On empty private cars at Louisville, KY stored or held on railroad tracks a charge of \$50.00 per car day will apply after 72 hours. (See Time, Item 200)

◆ - Reduction

- THE END -

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SUPPLEMENT TO

NS 6004-B

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## **NORFOLK SOUTHERN RAILWAY COMPANY**

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### **SUPPLEMENT 4**

**TO**

### **FREIGHT TARIFF NS 6004-B**

SUPPLEMENTS 1, 2, 3 AND 4 CONTAIN ALL CHANGES

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DEMURRAGE RULES AND  
CHARGES

STORAGE RULES AND  
CHARGES

Applying at all NS points in the United States and other points as specifically Provided herein.

Also at points on other roads  
(See Item 4 )

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ISSUED November 20, 2001

EFFECTIVE November 21, 2001

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ISSUED BY  
P. J. Glennon, Director Marketing Services  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

SUPPLEMENT 4 TO TARIFF NS 6004-B

SECTION 1

DEMURRAGE RULES AND CHARGES

**ITEM 550-A - CARS NOT SUBJECT TO DEMURRAGE RULES AND CHARGES:**

**Export Coal** - On cars consigned, reconsigned or declared for export when charges are specifically provided in tariffs, except as otherwise provided. This includes such cars held in transit because they cannot reasonable be accommodated at the ports and carload shipments loaded in open top equipment when held subject to Freight Tariffs: NW 9209 Demurrage at Lamberts Point, VA.

**Shipments in open top equipment** - When held subject to special demurrage in train load freight Publication CR-4605 series.

**Cars used in handling coal at mines** - When covered by demurrage rules and charges in Tariff RPS 6008 series or other tariffs.

◆ **Empty Multi-Level Cars.**

◆ - Reduction

- THE END -

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SUPPLEMENT TO

NS 6004-B

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## **NORFOLK SOUTHERN RAILWAY COMPANY**

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED AND SUCCESSFUL  
TRANSPORTATION COMPANY IN THE WORLD

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### **SUPPLEMENT 5**

**TO**

### **FREIGHT TARIFF NS 6004-B**

SUPPLEMENTS 1, 2, 3, 4 AND 5 CONTAIN ALL CHANGES

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DEMURRAGE RULES AND  
CHARGES

STORAGE RULES AND  
CHARGES

Applying at all NS points in the United States and other points as specifically Provided herein.

Also at points on other roads  
(See Item 4)

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ISSUED January 11, 2002

EFFECTIVE February 1, 2002

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ISSUED BY  
P. J. Glennon, Director Marketing Services  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

SUPPLEMENT 5 TO TARIFF NS 6004-B

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SECTION 1  
DEMURRAGE RULES AND CHARGES

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**ITEM 600- A - RULE GOVERNING CARS HELD FOR LOADING:**

**Loading:** is the complete or partial loading of a car in conformity with NS loading and clearance rules, including the furnishing of forwarding instructions.

**Tender:** The notification, actual or constructive placement of an empty car placed on orders of the consignor.

**Release:** (See Note)

- (a) On date forwarding instructions are received; when received by U.S. or Canadian mail, such instructions will be considered received after 0001 hours (See Car Days, Item 200) on date received.
- (b) On empty cars placed on interchange tracks of consignor performing his own switching, time will also continue until cars are returned to an interchange track.
- (c) On cars found to be overloaded or improperly loaded while at origin will not be considered released until the load has been adjusted.

▲ Note: Railroad controlled cars loaded and turned over to a third party at the same origin will be governed by this rule. Shippers may invoke this rule by tendering an ORIGIN TURNOVER FORM to Norfolk Southern. This form is available at the Norfolk Southern web site [WWW.NSCORP.COM](http://WWW.NSCORP.COM) or by calling the Norfolk Southern Agency Operations Center at 800-854-2780.

**Computation:**

- (a) Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.
- (b) On cars placed prior to date for which ordered, Car Days will be computed from the first 0001 hours of the day for which car was ordered until car is released.
- (c) On empty cars appropriated, without being ordered, will be considered as having been ordered and actually placed on the day so appropriated.

**Credits:** - One (1) credit will be earned for each car released on which disposition is given.

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For explanation of reference marks, see concluding page of this supplement.

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SUPPLEMENT 5 TO TARIFF NS 6004-B

SECTION 1

DEMURRAGE RULES AND CHARGES

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**ITEM 800-A - RULE GOVERNING CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING**

Applicable to Cars Held: (See Note)

- (a) On orders of the consignor or consignee.
- (b) While awaiting proper disposition from the consignor or consignee.
- (c) As a result of conditions attributable to the consignor or consignee.

▲ Note: Not subject to origin turnovers. See Item 600 for railroad controlled equipment, and Items 1000 and 1100 for private equipment.

**Disposition:** That information, which allows NS to either tender or release the car from the consignor's or consignee's account.

**Tender:** The notification, actual or constructive placement of a loaded car.

**Release:** Date and time that NS receives advice that the car is released and on which disposition is given on cars.

**Computation:** Car Days will be computed from the first 0001 hours: (See Car Days, Item 200).

- (a) After tender until release, on cars: (1) Partially unloaded. (2) Reconsigned. (3) Stopped in transit.
- (b) After tender until date of refusal on refused loaded cars (consignee).

**Credits:** No (Zero) credits will be earned for each car released.

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For explanation of reference marks, see concluding page of this supplement.

SUPPLEMENT 5 TO TARIFF NS 6004-B

SECTION 2

STORAGE - HAZARDOUS MATERIALS

**ITEM 1000-A - STORAGE OF EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES OR WASTES**

(Subject to publication BOE 6000 - hazardous materials regulations of the Department of Transportation)

**Application:** This item applies to cars held on NS tracks (excluding leased tracks) containing: (See Note)

- (a) Class A, B or C Explosives, named in Part 172 Commodity List, Publication BOE 6000.
- (b) Hazardous materials, substances, or wastes requiring the use of 4-digit identification number on shipping document, placards or panels, as named in Part 11 Section 172.101, Publication BOE 6000.

▲ Note: Private railcars loaded and turned over to a third party at the same origin will be governed by this rule. Shippers may invoke this rule by tendering an ORIGIN TURNOVER FORM to Norfolk Southern. This form is available at the Norfolk Southern web site [WWW.NSCORP.COM](http://WWW.NSCORP.COM) or by calling the Norfolk Southern Agency Operations Center at 800-854-2780.

Demurrage charges for railroad-controlled cars will be in addition to charges provided in this item and Storage Charges on private cars will be in addition to this item.

**Storage Days will Commence:** After the date of constructive placement and on each car, two free days are given to the Consignee. Storage days commence from the third day 0001 hours (See Time, Item 200) and continue until the car is ordered placed on private tracks or released.

**Storage Plan:**

- (a) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.
- (b) Charges will be assessed against the Consignee at destination or against the Consignor at origin, who will be responsible for payment.
- (c) Two (2) free days are given on each car.
- (d) Chargeable storage rate is \$50.00 per day.

For explanation of reference marks, see concluding page of this supplement.

SUPPLEMENT 5 TO TARIFF NS 6004-B

SECTION 3

STORAGE RULES AND CHARGES

**ITEM 1100-C - STORAGE OF PRIVATE CARS:**

1. **NON-APPLICATION:** - The storage of Private car provisions do not apply to: (See Exception)
  - (a) Empty cars of private ownership, which are not railroad controlled cars.
  - (b) Cars of private ownership on private or leased tracks.
2. **APPLICATION:** - This item applies to loaded private cars held on NS tracks under constructive placement after notice of arrival is given to the consignee and loaded private cars held on NS tracks waiting forwarding instructions from the consignor. (See Note)

▲ Note: Private railcars loaded and turned over to a third party at the same origin will be governed by this rule. Shippers may invoke this rule by tendering an ORIGIN TURNOVER FORM to Norfolk Southern. This form is available at the Norfolk Southern web site [WWW.NSCORP.COM](http://WWW.NSCORP.COM) or by calling the Norfolk Southern Agency Operations Center at 800-854-2780.
3. **STORAGE DAYS WILL COMMENCE:** - After the date of constructive placement and on each car, two free days are given to the consignee. Chargeable storage days commence from the third day 0001 hours (See Item 200) and continue until the car is ordered placed on private tracks or released.

**STORAGE PLAN:**

- (a) Charges will be billed on a monthly basis, for all cars released from storage during each calendar month.
- (b) Charges will be assessed against the consignee at destination on cars waiting placement or the consignor at origin on cars waiting forwarding instructions.
- (c) Two (2) free days are given on each loaded car being held for consignee on constructive placement. No free time is allowed for consignor for loaded cars held on NS tracks awaiting forwarding instructions.
- (d) Chargeable storage rate is \$20.00 per day.

Exception: On empty private cars at Louisville, KY stored or held on railroad tracks a charge of \$50.00 per car day will apply after 72 hours. (See Time, Item 200)

**ITEM 1150-A - ASSIGNED CARS NOT SUBJECT TO STORAGE:**

The storage of assigned car provisions do not apply to:

1. Empty cars of private ownership, which are not railroad controlled cars.
2. Cars with an inside length of 69 feet or greater, except:
  - (a). Cars with mechanical ▲ designation of "XL", "XM" or "XP" are not included in this exemption, thus charges will apply.
  - (b). Assigned bulkhead flat cars, mechanical designation "FB" or "FBS" with inside length less than 75 feet will not be exempted, thus charges will apply.
3. Cars with a mechanical designation of "FM" having a carrying capacity of 200,000 pounds or more.
4. In determining these exemptions, the car descriptions listed in the Official Railway Equipment Register RER 6410-Series shall govern.

▲ - Change in wording which results in neither increase nor reduction in charges.

- THE END -

4. The fourth part of the document discusses the challenges faced during the research process. It identifies the difficulties encountered in data collection and analysis, and provides suggestions for how these challenges can be overcome.

5. The fifth part of the document concludes the report by summarizing the main findings and the overall conclusions. It reiterates the importance of the research and the need for continued efforts to improve the organization's performance.

6. The sixth part of the document provides a detailed look at the data used in the study. It includes tables and graphs that illustrate the various data points and how they relate to the overall findings of the research.

7. The seventh part of the document discusses the implications of the research for the organization. It explores how the findings can be used to inform decision-making and to develop strategies for future success.

8. The eighth part of the document provides a final summary of the report. It reiterates the key findings and the overall conclusions, and expresses the hope that the research will be helpful to the organization.

9. The ninth part of the document discusses the limitations of the study. It identifies the areas where the research may not have been as thorough as desired and provides suggestions for how these limitations can be addressed in future studies.

10. The tenth part of the document provides a final conclusion. It summarizes the main findings of the research and expresses the hope that the organization will be able to use this information to improve its performance and achieve its goals.

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SUPPLEMENT TO

NS 6004-B

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## **NORFOLK SOUTHERN RAILWAY COMPANY**

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED AND SUCCESSFUL  
TRANSPORTATION COMPANY IN THE WORLD

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**SUPPLEMENT 6**

**TO**

**FREIGHT TARIFF NS 6004-B**

SUPPLEMENTS 1, 2, 3, 4, 5 AND 6 CONTAIN ALL CHANGES

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DEMURRAGE RULES AND  
CHARGES

STORAGE RULES AND  
CHARGES

Applying at all NS points in the United States and other points as specifically Provided herein.

Also at points on other roads  
(See Item 4)

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ISSUED January 18, 2002

EFFECTIVE January 21, 2002

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ISSUED BY  
P. J. Glennon, Director Marketing Services  
NORFOLK SOUTHERN RAILWAY COMPANY  
110 Franklin Road, S.E.  
Roanoke, VA 24042-0047

SUPPLEMENT 6 TO TARIFF NS 6004-B

SECTION 1

DEMURRAGE RULES AND CHARGES

**ITEM 700-A - RULES GOVERNING CARS HELD FOR UNLOADING:**

**Unloading:** is the complete unloading of a car and advice from consignee to NS that the car is empty and available or a car has been reloaded and forwarding instructions are received.

**Tender:** The notification, actual or constructive placement of each loaded car.

**Release:**

- (a) ▲ Date and time that NS receives advice that the car is empty and available.
- (b) Cars placed on interchange tracks of a consignee doing its own switching must also be returned to the interchange track for release.
- (c) When cars are unloaded by NS, those cars will be released at the time the request to unload is received by NS from the consignee.
- (d) When the same car is unloaded and reloaded, when forwarding instructions are received.

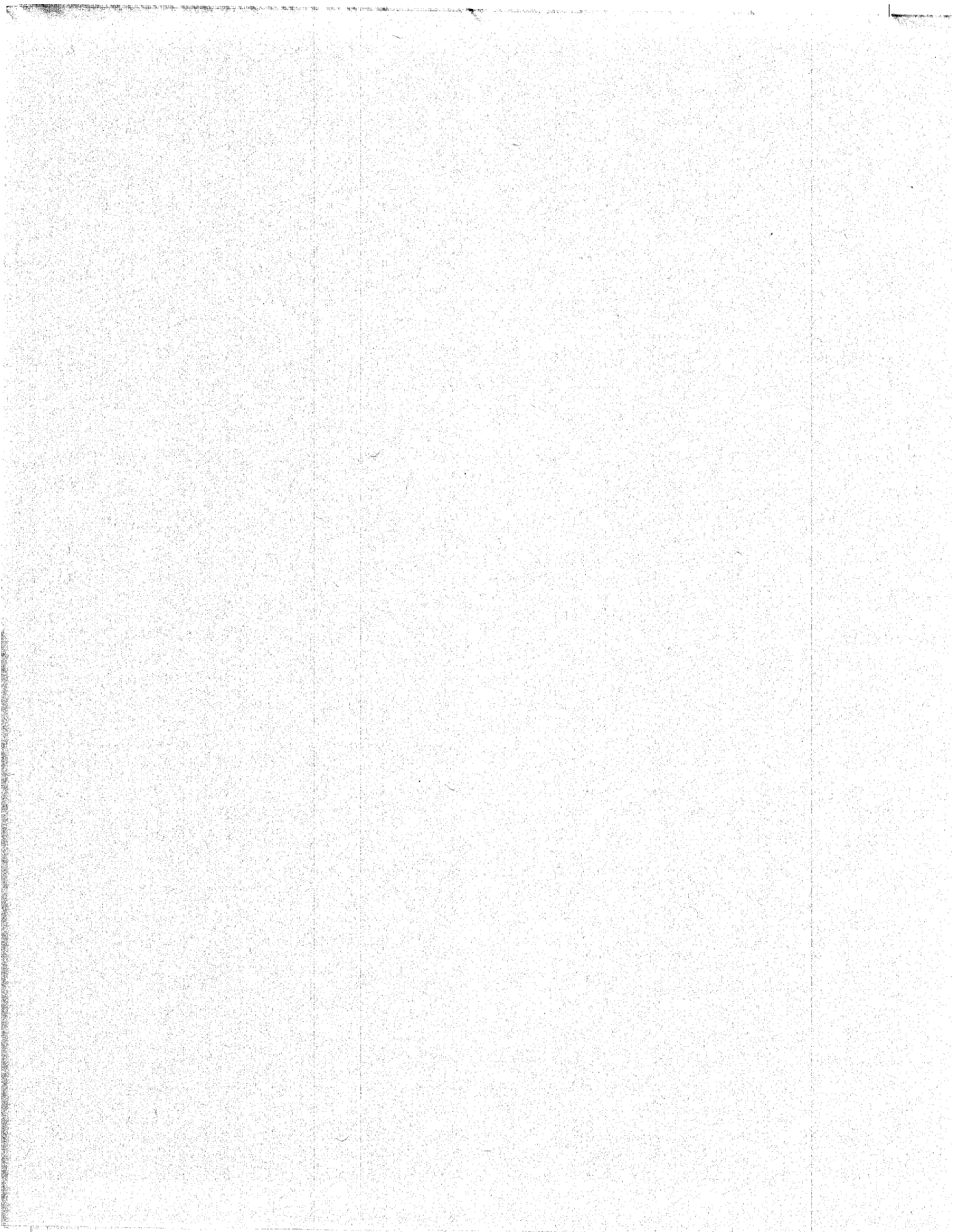
**Computation:** Car Days will be computed from the first 0001 hours (See Car Days, Item 200) after tender until release.

**Credits:**

- (a) Two (2) credits will be earned for each car released from unloading.
- (b) ▲ One (1) additional credit will be provided when the same car is reloaded with a revenue load, and the customer has not released the car to the railroad from the unloading transaction. (When car is held for loading after being emptied, in one continuous transaction, a total of three (3) credits will be earned).

▲ - Change in wording which results in neither increase nor reduction in charges.

- THE END -



Woods V.S.  
Exhibit 4

DEM-9333

Form 400-2-77

3696/5233

AGREEMENT

February 1 19 86

TO AGENT SOUTHERN RAIL WAY COMPANY

Being fully acquainted with the terms, conditions and effect of the average basis for settling for detention of cars, as set forth in Agent H.J. Positano Freight Tariff No. PHJ-6004-0, ~~XXXX~~ NE, supplements thereto or successive issues thereof, being the car demurrage rules governing at all stations and sidings on the lines of said rail way company, except as shown in said tariff, and being desirous of availing ourselves of this alternate method of settlement, we do expressly agree to and with the SOUTHERN Rail WAY Company that with respect to all cars which may, during the continuance of this agreement, be handled for our account at ATLANTA, GA, we will fully observe and comply with all the terms and conditions of said rules as they are now published or may hereafter be lawfully modified by duly published tariffs, and will make prompt payment of all demurrage charges accruing thereunder in accordance with the average basis, as therein established, or as hereafter lawfully modified by duly published tariffs.

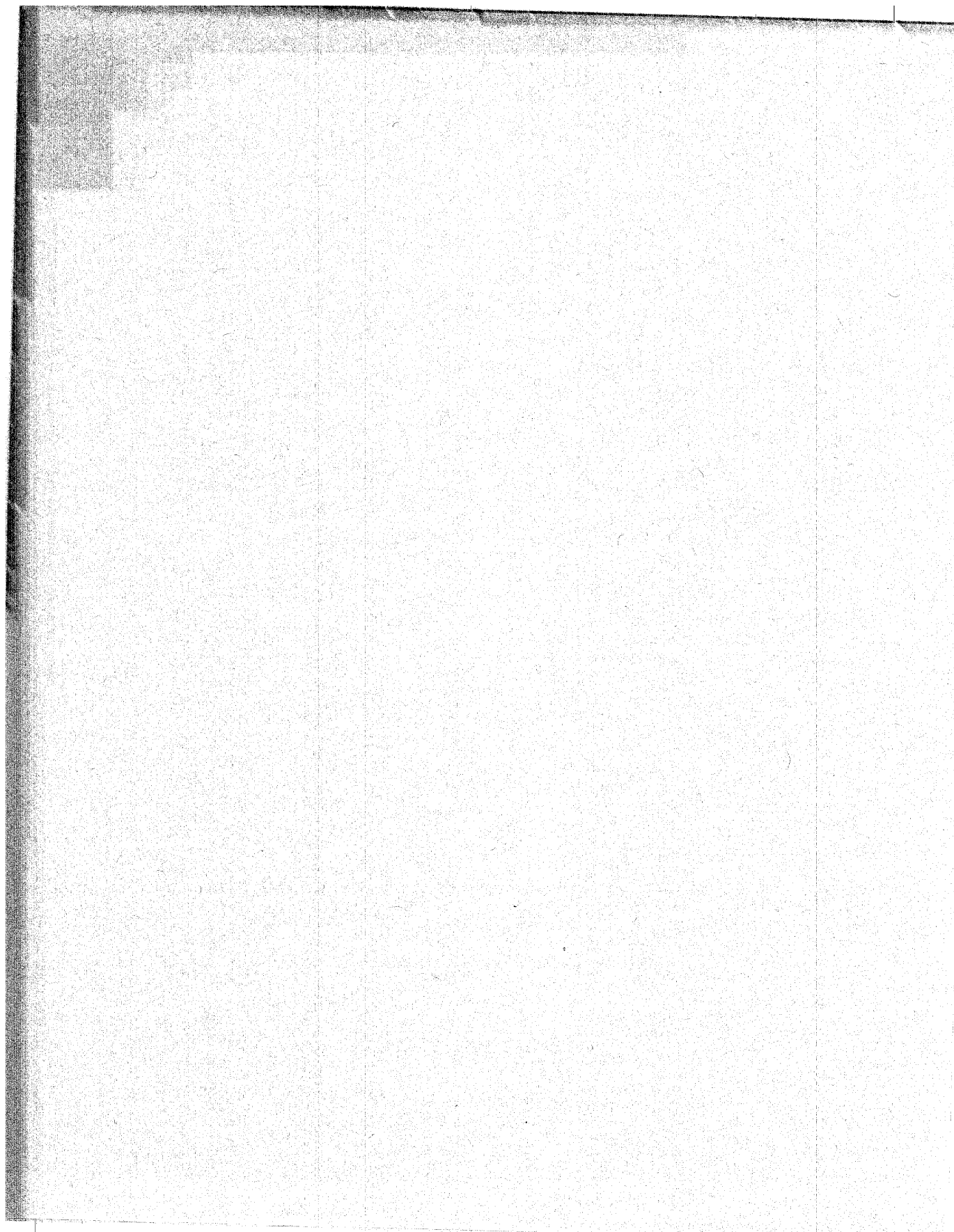
This agreement to be effective on and after the 1st day of February 19 86, and to continue until termination by written notice from either party to the other, which notice shall become effective on the first day of the month succeeding that in which it is given, except that for any failure or refusal to pay charges lawfully accruing under this agreement, it may be terminated as of the date of written notice of termination.

CAPITOL MATERIAL, INC.

By D. A. Whit Name Asst. Gen. Mgr. Title

Approved and accepted this 1st day of February 19 86 by and on behalf of the above named rail Company company.

B. J. Williams Agent



Woods V.S.  
Exhibit 5

DEM-9386

Form 400-Rev.

6154/1464/003340

AGREEMENT

TO AGENT SOUTHERN 10-24 19 86  
RAIL WAY COMPANY

Being fully acquainted with the terms, conditions and effect of the average basis for settling PHJ-  
for detention of cars, as set forth in Agent H.J. Positano's Freight Tariff No. 6004-0, ~~XXXXX~~  
No. \_\_\_\_\_, supplements thereto or successive issues thereof, being the car demurrage rules  
governing at all stations and sidings on the lines of said rail way company, except as shown in  
said tariff, and being desirous of availing ourselves of this alternate method of settlement, we  
do expressly agree to and with the Southern Rail way Company  
that with respect to all cars which may, during the continuance of this agreement, be handled for  
our account at Chamblee, GA, we will fully observe and comply with all the terms  
and conditions of said rules as they are now published or may hereafter be lawfully modified by  
duly published tariffs, and will make prompt payment of all demurrage charges accruing thereunder  
in accordance with the average basis, as therein established, or as hereafter lawfully modified  
by duly published tariffs.

This agreement to be effective on and after the 1st day of November 19 86,  
and to continue until termination by written notice from either party to the other, which notice shall  
become effective on the first day of the month succeeding that in which it is given, except that  
for any failure or refusal to pay charges lawfully accruing under this agreement, it may be termi-  
nated as of the date of written notice of termination.

Capitol Materials

By Duane Evers Manager  
Name Title  
Approved and accepted this 27<sup>th</sup> day of October 19 86 by and on behalf of the  
above named rail way company.

By M. E. Louie Jr. Agent

NOTE: To be made in quadruplicate.