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SCOTT M. ZIMMERMAN

August 13, 2002

206031

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 "Motion For
Leave To File Surreply, And Surreply, Of Norfolk Southern." 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

ENTERED
Office of Proceedings

AUG 13 2002

Part of
Public Record

206031

BEFORE THE
SURFACE TRANSPORTATION BOARD

ENTERED
Office of Proceedings

STB Docket No. 42068

AUG 13 2002

Part of
Public Record



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

**MOTION FOR LEAVE TO FILE SURREPLY, AND SURREPLY, OF
NORFOLK SOUTHERN**

INTRODUCTION AND MOTION FOR LEAVE TO FILE

Norfolk Southern Railway Company (NS) hereby seeks leave to file the following limited surreply to Capitol's July 23, 2002 reply statement, for the purpose of responding solely to certain incorrect factual assertions and arguments made by Capitol for the first time in that reply. Although under 49 C.F.R. § 1104.13(c) a reply to a reply generally is not permitted, NS seeks a temporary and limited waiver of that rule in this instance. *See* 49 C.F.R. § 1110.9. Good cause exists for a waiver because the allegations NS seeks to respond to here are ones raised by Capitol for the first time in reply. *See, e.g., FMC Wyoming Corp. et al. v. Union Pac. RR. Co.*, STB Docket No. 42022, 1999 STB LEXIS 156 at *2 n.4 (decision served March 11, 1999) (accepting surreply addressed to argument raised for the first time in reply). Because these assertions were not raised in Capitol's opening submission or supplemental opening submission, NS has had no previous opportunity to address them, and would have no opportunity to do so if not here. Accepting this surreply will permit the Board

to “mak[e] an informed decision on a complete record;” moreover, because this surreply merely responds to new issues raised by Capitol, it “will not unduly broaden the issues in any significant respect” (indeed, it will not broaden them at all). *Georgia Great Southern Div., South Carolina Cent. R.R. Co., Inc.—Abandonment and Discontinuance Exemption—Between Albany and Dawson, In Terrell, Lee and Dougherty Counties, Georgia*, STB Docket No. AB-389 (Sub-No. 1X), 1996 STB LEXIS 226 at *2 n.4 (decision served August 16, 1996).

In recognition of the general “no reply to a reply” rule and the limited circumstances under which exceptions are permitted, NS does not presume to respond to each and every assertion, factual misstatement or faulty argument in Capitol’s reply. Thus, the absence here of a response to any particular assertion or argument in Capitol’s reply should not be construed as any concession by NS that any unaddressed assertion is true or argument meritorious.

SURREPLY

The following assertions by Capitol, raised for the first time in Capitol’s reply filing, are without merit.

A.

In its opening and supplemental opening statements, Capitol completely ignored the terms of the demurrage tariffs applicable to the charges in dispute, including, among other things, the requirement that shippers provide timely and specific written notice as to individual demurrage charges from which they wish to claim relief — a requirement common in the industry and entirely reasonable and necessary to ensure that questions regarding demurrage charges with respect to specific cars are raised and resolved while the relevant documents and records are available and memories about the handling of specific cars fresh.

Addressing the terms of the tariff, including the notice requirement, for the first time in its reply, Capitol asserts a history of “continuous protest” and “continuous oral complaints” by Capitol about NS’ demurrage bills, Capitol Reply at 2, and argues, for the first time, that this supposed “course of dealing” amounts to a waiver of the notice requirement. *Id.* at 5-6.

Nothing could be further from the truth. First, none of Capitol’s assertions, even if true, remotely suggest a waiver of the written notice requirement of the tariffs. On the contrary, the facts as described by NS’ witnesses — which Capitol’s reply does not refute — show many attempts by NS to explain how its demurrage tariff works and to encourage Capitol to raise timely, factually-supported claims as to any specific demurrage charges it thought incorrect, which Capitol repeatedly failed or refused to do so.

As spelled out in NS’ prior filing, there were a number of contacts between NS and Capitol — mostly initiated by NS — arising from Capitol’s ongoing blanket refusal to pay demurrage charges. This “course of dealing” on the issue demonstrates, however, that far from waiving the requirement to provide timely, specific and supported claims regarding questioned demurrage charges, NS repeatedly reminded Capitol of that requirement and encouraged Capitol to follow it, and Capitol repeatedly refused to do so.

Unlike Capitol’s generalized and unsubstantiated description of events, the actual course of dealing in this regard is well-documented. In his March 15, 1999 letter to Jeff Traicoff, Steve Marshall noted the absence of “any factually supported disputes on your part . . .” Marshall V.S., Exhibit 1.¹ In his March 17, 1999 memorandum to Tom Mueller, Mr.

¹ Unless otherwise noted, all citations to the verified statements of NS witnesses Marshall, Rasche and Woods are to the verified statements that accompanied NS’ June 24, 2002 Reply Statement.

Marshall remarked that he had tried to reach Mr. Mueller several times over a period of months, leaving messages each time. He pointed out that NS' Customer Accounting Department "has neither payment nor any factually supported disputes" regarding Capitol's demurrage bills, and Mr. Marshall "strongly urge[d] Mr. Mueller to compile some data" regarding any claims Capitol might wish to assert. Marshall V.S., Exhibit 2. In a March 24, 1999 memorandum to Mr. Mueller, Mr. Marshall pointed out that NS had no record of "any factual dispute with your company since before 1997," and that Capitol "ha[d] not returned numerous inquiries on these overdue bills dating back to 1997." Marshall V.S., Exhibit 3. On March 26, 1999, Larry Rasche pointed out in a letter to Mr. Mueller that Capitol's unpaid demurrage charges were "specifically undisputed," and efforts would be made to adjust Capitol's demurrage bills "should you provide specific information to dispute specific records." Rasche V.S., Exhibit 2. Carolyn Woods "personally advised Mr. Traicoff more than once of the necessity of filing timely written claims if he believed our demurrage charges were incorrect." Woods V.S at 8. In the April 14, 1999 meeting with Messrs. Traicoff and Mueller, Carolyn Woods explained more than once the need for specific, supported claims for relief from demurrage. See Woods V.S. at 8-10. And in a letter to the Board's Office of Compliance and Enforcement dated January 22, 2001, NS explained that, despite this history of numerous "attempts to explain our bills and to explain how [Capitol] can file a claim," NS "cannot find any evidence that [Capitol] has ever filed any type of written demurrage claim with NS since 1997. [Capitol] has been unable or unwilling to provide any creditable dispute or evidence that will allow us to adjust our bills." Rasche V.S., Exhibit 3.

In the face of this documented “course of dealing,” Capitol’s claim that NS somehow “waived” the requirement that Capitol submit specific, supported claims in order to obtain demurrage relief, is utterly baseless.

In support of its contentions regarding the parties’ “course of dealing,” Capitol also claims — again for the first time — that NS advised Capitol that it would not consider “each and every one of the problems that were continuously confronted by Capitol.” Capitol Reply at 4. This claim, again, is contrary to the contemporaneously-*documented* evidence, which, as detailed above, shows that NS repeatedly advised Capitol that NS would review any specific, supported claim by Capitol and make adjustments consistent with the terms of the applicable demurrage tariff.² See, e.g., Marshall V.S. Exhibit 2, Rasche V.S. Exhibit 2, Woods V.S. at 8-10. Furthermore, Capitol’s claim that NS representatives advised Capitol that NS would not consider any claim for relief based on missed switches even if presented in writing (Capitol Reply at 4) is simply untrue, as shown in the attached rebuttal verified statements of Larry Rasche, Stephen Marshall and Carolyn Woods (Exhibits A, B and C hereto).³ Indeed, Capitol’s claim in this regard is inconsistent, as it asserts in one sentence that NS stated that it would not consider claims based on missed or half switches at all, and in another sentence that

² Contrary to Capitol’s assertions, NS’ tariff provides for relief from demurrage under circumstances that include, for example, railroad error and switching delays. See Woods V.S. Exhibit 3 (Tariff NS 6004-B), Item 400.

³ Capitol is correct that it was informed that NS would not consider claims based on bunching, because, as explained in NS’ reply, the tariff generally excludes bunching as a basis for relief to shippers who are parties to average agreements.

NS stated it would not consider such claims “unless all of the slots available at Capitol’s yards were empty.” Capitol Reply at 4.⁴

B.

Capitol for the first time in reply also makes a number of assertions related to the application of its average demurrage agreements with NS. Each is without merit.

1. Capitol asserts that it has never been under an average agreement with NS at all, because the agreements Capitol signed in 1986 were not with NS but with Southern Railway. *See* Capitol Reply at 6. That is incorrect. When Capitol entered into its average agreements with Southern in 1986, Southern already was a subsidiary of Norfolk Southern Corporation, the latter having acquired control of Southern in 1982.⁵ At the end of 1990, Southern changed its name to Norfolk Southern Railway Company; it was unnecessary for Southern/NS to “assign” Capitol’s average agreements to itself.

2. Nor is there merit to Capitol’s new assertion that the NS 6004 tariff series somehow does not apply to Capitol. *See* Capitol Reply at 6-7. Supplement No. 52 to Freight

⁴ Capitol also makes the unsubstantiated claim that “Capitol was repeatedly advised by Norfolk Southern to ‘ignore’ these [demurrage] bills because the records of Norfolk Southern were not reliable,” and that “[m]any of the bills that Capitol had received from Norfolk Southern for demurrage charges simply ‘went away’ and were not re-billed.” Capitol Reply at 3. Since Capitol fails to identify who allegedly gave Capitol such advice, when such advice was allegedly given, or in connection with what bills, NS is unable to respond. NS most certainly does not have a policy permitting customers to simply ignore legitimate demurrage bills. *See* Rasche V.S. Exhibit 3 (January 22, 2001 letter from Deborah H. Butler to the Board’s Office of Compliance and Enforcement) at 2.

⁵ *See Norfolk Southern Corp. – Control – Norfolk and Western Ry. Co. and Southern Ry. Co.*, ICC Finance Docket No. 29430 (Sub-No. 1) 366 I.C.C. 173 (March 19, 1982).

Tariff RPS 6004-P, a successor to Tariff PHJ 6004-O, provides that “[p]rovisions formerly shown in Tariff RPS 6004 Series, Part I [*i.e.*, general car demurrage rules and charges] for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series.” *See* Exhibit D hereto. That supplement became effective June 15 1997, the same date that Tariff NS 6004 took effect. Thus, far from showing that the NS 6004 tariff series does not apply to Capitol, duly-issued Supplement 52 expressly states that the demurrage terms that apply with respect to NS are continued thereafter in the NS 6004 series. In other words, the NS 6004 series is expressly stated to be the “duly published tariff[]” that “hereafter lawfully modifie[s]” the average agreement terms applicable to NS formerly contained in the RPS series. *See* Woods V.S. Exhibits 4 and 5.

3. Capitol also asserts, for the first time, that even if its average agreements with Southern continue to apply (which, as shown above, they do), Capitol has never obtained any of the “benefits” of those agreements in the form of credits for cars released quickly. *See* Capitol Reply at 5. A single page taken from Capitol’s own exhibits is sufficient to demonstrate that that claim also is flatly untrue. That document, dated April 28, 1998, is an NS demurrage bill for Capitol’s Atlanta (Chamblee) facility for the month of March, 1998. That bill, which was included among the material attached to the initial verified statement of Jeff Traicoff, is attached as Exhibit E for ease of reference. It shows several things. First, it confirms that the system under which Capitol’s demurrage was calculated was, indeed, the average demurrage method, consistent with its average demurrage agreements. The bill notes at the top that it is a bill for demurrage “as per agreement,” and it includes a computation of Capitol’s accrued debits and credits for the month, the very use of which indicates that the

average demurrage methodology was being employed. *See Woods V.S.*, Exhibit 1 (Tariff NS 6004), Items 600, 610, 615. Thus, Capitol plainly did obtain the benefit of the application to it of the average demurrage system under which credits could be earned for the early release of cars. Moreover, again contrary to Capitol's assertion, Capitol did, in fact, receive credits for early releases to the extent that it earned them. Indeed, Exhibit E itself shows that during the month of March 1998, for example, Capitol earned and received 5 credits for early releases.⁶

4. Mr. Traicoff attaches as Exhibit 4 to his rebuttal verified statement a copy of Item 1435 from Tariff RPS 6004-P, entitled "Railroad Error," which states, in part, that in cases of railroad error, demurrage will be charged on the basis of "the amount that would have accrued but for such error." Mr. Traicoff asserts that in publishing Tariff NS 6004, NS eliminated this provision, and that that action amounts to an unreasonable practice. *See Traicoff R.V.S.* at 7-8. The fact is, however, that that language was not omitted from Tariff 6004, but is included in it verbatim. *See Woods V.S.* Exhibit 1 (Tariff NS 6004) Item 1235.⁷

⁶ Other demurrage bills during the relevant period also show monthly accumulations of credits as well; we include only the single bill in Exhibit E, which was already in the record, as a sufficient example to demonstrate that Capitol did, in fact, benefit from the accrual of credits under the average demurrage system, while not adding unnecessary volume to the record at this stage.

⁷ Interestingly, RPS 6004-P Item 1435, which Capitol apparently believes is a reasonable provision regarding recovery in cases of railroad error, provides (as does the corresponding NS 6004 Item 1235) that demurrage charges resulting from railroad error will not be relieved unless a claim is presented in writing within 90 days stating the condition for which relief is claimed.

Capitol also refers to an "Item 287" of Tariff NS 6004. *See Traicoff R.V.S.* at 7. There is no such Item. To the extent Capitol meant to refer instead to Item 285, Capitol's assertion that promulgation of Item 285 represented a "change" from the previous tariff that amounts to an "unreasonable rate practice," *see id.* at 8, is, again, factually incorrect. There was no change; the previous tariff, RPS 6004-P, contained the same provision. *See Tariff RPS 6004-P*, Item 322 (attached hereto as Exhibit F).

5. Capitol also asserts that in publishing Tariff NS 6004-A, NS “arbitrarily and completely revise[d] the method by which it calculates chargeable days,” and uses an example assertedly demonstrating that the revised calculation method under NS 6004-A necessarily results in more chargeable days to Capitol than the previous method. *See* Capitol Reply at 9.

The changes made from NS 6004 to NS 6004-A are discussed at length by Carolyn Woods in her initial verified statement at pp. 6-7. As she pointed out, the most noteworthy change is that while NS 6004 maintained a dual system of “straight demurrage” and “average demurrage,” NS 6004-A essentially calculated all demurrage on an average basis. The elimination of straight demurrage, however, did not affect Capitol, because even under NS 6004, Capitol’s demurrage had been calculated on an average basis pursuant to its 1986 average agreements. Although, as Ms. Woods explained, NS 6004-A did make some changes in how average demurrage was calculated, some of the change from the prior system was essentially a matter of terminology — for example, replacing the concept of “free time” under NS 6004 with the concept of automatically-awarded “credits” for each car under NS 6004-A.

Moreover, in its “example,” (a car held for unloading that is constructively placed on Tuesday and released the following Monday) Capitol misapplies both NS 6004 and NS 6004-A. In either case, the number of chargeable days is the same. Under NS 6004, 48 hours of “free time” would begin on Wednesday at 12:01 a.m. and run through Thursday; there would then follow four debit (chargeable) days (Friday through Monday, inclusive). *See* Woods V.S. Exhibit 1 (Tariff NS 6004), Items 405, 610-620. Under NS 6004-A, there would accrue a total of six “car days” following constructive placement (Wednesday through Monday, inclusive), but two of those would be offset by two automatic “credits,” again resulting in four

chargeable days. *See Woods V.S. Exhibit 2 (Tariff NS 6004-A), Item 700.* In either case, however, as reflects the benefit of an average agreement, the chargeable days could be offset by excess credits earned elsewhere during the month (under NS 6004 by releasing cars before the first 24 hours of “free time,” and similarly under 6004-A by releasing cars in less than two days, thus accumulating automatic credits in excess of accrued “car days”).

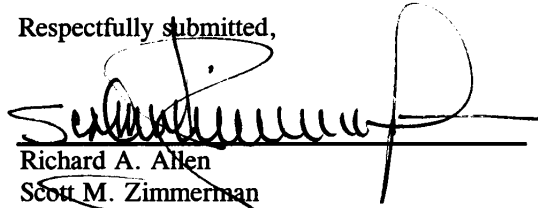
6. On page 8 of its reply, Capitol describes two instances that Capitol apparently believes show that assessment of demurrage was contrary to NS’ tariff because, according to Capitol, there was no indication of when the cars were actually placed. Capitol is mistaken. Under the then-applicable NS 6004, “free time” began to run upon placement, which could be either actual *or* constructive. *See Woods V.S. Exhibit 1 (Tariff NS 6004) Items 345, 350, 405).* In the examples Capitol cites, placement for demurrage purpose was constructive, *not* actual; the demurrage “free time” began to accrue at constructive placement, entirely consistent with the terms of the tariff.

CONCLUSION

For the foregoing reasons and those set forth in NS’ June 24, 2002 submission, Capitol’s claims are without merit. NS respectfully requests that the Board 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.

George A. Aspatore
William H. Johnson
NORFOLK SOUTHERN
CORPORATION
Three Commercial Place
Norfolk, Virginia 23510-2191
(757) 629-2657

Respectfully submitted,

A large, stylized handwritten signature in black ink, likely belonging to Richard A. Allen, is written over a horizontal line.

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Adam F. Hulbig
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Attorneys for
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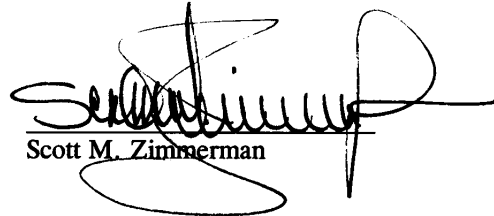
August 13, 2002

CERTIFICATE OF SERVICE

I certify that on August 13, 2002, a true copy of the foregoing "Motion For Leave To
File Surreply, And Surreply, Of Norfolk Southern" 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

EXHIBIT 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**

SUPPLEMENTAL VERIFIED STATEMENT OF LARRY T. RASCHE

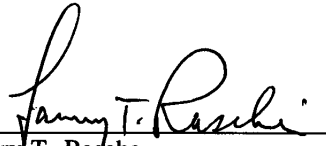
My name is Larry T. Rasche. I am the same Larry Rasche who submitted a verified statement in connection with Norfolk Southern's June 24, 2002 submission in this case.

The purpose of this supplemental verified statement is to respond specifically to a statement in Capitol Materials' filing dated July 23, 2002. On page 4 of that filing, Capitol asserts that it was told by Norfolk Southern that any claims regarding demurrage charges involving missed switches would categorically not be considered. To my knowledge, that is simply not true. I never made any such statement to anyone at Capitol, and I am not aware that anyone else at NS ever did either.

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 August 12, 2002.


Larry T. Rasche

BEFORE THE
SURFACE TRANSPORTATION BOARD

EXHIBIT B

STB Docket No. 42068

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

SUPPLEMENTAL VERIFIED STATEMENT OF STEPHEN B. MARSHALL

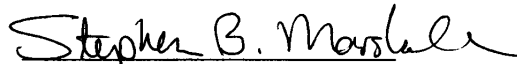
My name is Stephen Marshall, and I am a National Account Manager for Norfolk Southern. I previously submitted a verified statement in this matter in connection with NS' June 24, 2002 Reply Statement.

I am submitting this supplemental verified statement in support of NS' surreply, and do so to respond to Capitol's claim (on page 4 of its rebuttal), that in 1999 Capitol was told by Norfolk Southern (by whom specifically they do not say) that NS would not consider any form of claim for relief from demurrage based on missed switches. I can say that, for myself, that is not correct. In my dealings with Capitol with respect to their outstanding demurrage charges, I never advised anyone at Capitol that NS would refuse to consider claims resulting from missed switches, and I am not aware that anyone else at NS ever made such a statement to anyone at Capitol. In fact, as Exhibit 1 to my previous verified statement shows, NS at one point reduced certain Capitol demurrage charges after considering possible missed switches and run-arounds.

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 August 9, 2002.


Stephen B. Marshall

BEFORE THE
SURFACE TRANSPORTATION BOARD

EXHIBIT C

STB Docket No. 42068

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

SUPPLEMENTAL VERIFIED STATEMENT OF CAROLYN WOODS

My name is Carolyn Woods. I am the same Carolyn Woods whose verified statement appears at Tab D of the Reply Statement of Norfolk Southern Railway Company in this proceeding. My employment history and experience with respect to Norfolk Southern's demurrage tariffs are set forth in my previous verified statement.

I am submitting this supplemental verified statement for the limited purpose of responding to a statement by Capitol in its rebuttal filing pertaining to switching.

Capitol states, at page 4 of its rebuttal filing, that in 1999 Capitol was told by Norfolk Southern that NS would not consider any form of claim for relief from demurrage based on missed switches. To my knowledge, that is not correct. In the April 14, 1999 meeting that I attended with Capitol's representatives, I explained the provisions of NS' demurrage tariff applicable to Capitol under its average agreements, as more fully discussed in my previous verified statement. However, neither in that meeting nor at any other time did I advise Capitol that NS would refuse to consider specific and properly supported claims resulting from missed switches. Indeed, any such claims would have been considered for relief in accordance with the terms of the NS tariff in effect at the time.

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 August 9, 2002.

Carolyn H. Woods
Carolyn Woods

RAILROAD PUBLICATION SERVICES, AGENT

**SUPPLEMENT 52
TO**

FREIGHT TARIFF RPS 6004-P

**Cancels Supplement 51.
Supplements 40 and 52 contain all changes.**

NAMING

**GENERAL CAR DEMURRAGE RULES AND CHARGES
as provided in Part 1 herein**

**STORAGE RULES AND CHARGES
as provided in Part 2 herein**

**SPECIAL CAR DEMURRAGE RULES AND CHARGES
as provided in Part 3 herein**

**APPLYING AT
ALL POINTS ON RAILROADS PARTIES HERETO
(Except as otherwise provided herein)**

This tariff is also applicable on intrastate traffic except where expressly provided to the contrary in connection with particular items.

**NOTICE
For List of Participating Carriers, see Item 2.10.**

ISSUED MAY 30, 1997

EFFECTIVE JUNE 15, 1997

**ISSUED BY
RAILROAD PUBLICATION SERVICES, AGENT
151 ELLIS STREET, N. E.
ATLANTA, GA 30335**

Copyright 1993, by Railroad Publication Services, Agent

ITEM 1.50-A POSTPONEMENT OF EFFECTIVE DATE 1. Cancel; account no application.				ITEM 2.10 PA CONT'D LIST OF PARTICIPATING CARRIERS ALPHABETIZED BY STANDARD CARRIER ABBREVIATION (SEE NOTE 1)			
ITEM 2.10 PA LIST OF PARTICIPATING CARRIERS ALPHABETIZED BY STANDARD CARRIER ABBREVIATION (SEE NOTE 1)				CARR ABBR	ARR CODE	NAME OF CARRIER	ITEM (NOTE 2)
[27] AA	6	Ann Arbor Railroad E.	I-A28	[27] BRY	67	Brandywine Valley Railroad Company E.	I-A28
[27] ACWR	410	Aberdeen, Carolina & Western Railway Company E.	I-A28	[27] BKN	84	Bauxite & Northern Railway Company E.	I-A30
[27] ADN	21	Ashley, Drew & Northern Railway Company E.	I-A28	[27] CBL	215	Conemaugh & Black Lick Railroad Company E.	I-A28
[48] AG	1	Abbeville Grimes Railway Company, Inc. (CANCEL; Adopted by AGRD) E.		[27] CC	909	Copper Basin Railway, Inc. E.	I-A28
[27] AGRD	41	A & G Railroad, L.L.C. E.	I-A28	[27] CC	569	Chicago, Central and Pacific Railroad Company E.	I
[27] AKDN	590	Acadiana Railway Company E.	I-A28	[27] CRR	95	Claremont Concord Railroad Corp. E.	I-A28
[27] AKMD	77	Arkansas Midland Railroad Company E.	I-A28	[27] CCT	112	Central California Traction Company E.	I-A28
[27] ALM	16	Arkansas Louisiana & Mississippi Railroad Company E.	I-A28	[27] COAC	96	Canadian American Railroad Company	I 46, 1615, 2305
[28] ALOS	18	Aliquippa and Southern Railroad Company E.	I-A28	[27] CDB	78	Cedar River Railroad Company E.	I
[27] ALS	32	Alton & Southern Railway Company, The		[27] CDB	183	Central Railroad Company of Indianapolis, The E.	I-A28
[27] AM	906	Arkansas and Missouri Railroad Company E.	I-A28	[27] CDB	187	Caney Fork and Western Railroad, Inc. E.	I-A28
[27] AMC	19	Amador Central Railroad Company E.	I-A28	[27] CHT		Chicago Heights Terminal Transfer Railroad Company	1606
[27] AN	12	Apalachicola Northern Railroad Company E.	I-A28	[27] CI	101	Camden and Indiana Railroad Company E.	I-A28
[27] ANR	35	Angelina & Neches River Railroad Company E.	I	[27] CIC	111	Cedar Rapids and Iowa City Railway Company E.	I-A28
[47] APA	11	Apache Railway Company, The E.	I	[27] CIN	130	Chicago & Illinois Midland Railway Company E.	I-A28
[27] AR	9	Aberdeen & Rockfish Railroad Company E.	I-A28	[27] CIR	222	Chattahoochee Industrial Railroad E.	I-A28
[27] ARC	49	Alexander Railroad Company E.	I-A28	[27] CISD	164	Colonel's Island Railroad Company E.	I-A28
[48] ASAB	42	Atlanta & Saint Andrews Bay Railway Company (CANCEL; Adopted by BAYL) E.		[27] CLC	163	Columbia & Cowlitz Railway Company E.	I-A28
[27] ASRY	576	Ashland Railway, Inc. E.	I-A28	[27] CLP	169	Clarendon and Pittsford Railroad Company, The E.	I-A28
[27] ATLT	514	AT&T Railroad Company, INC E.	I-A28	[27] CMGN	472	Central Michigan Railway Company E.	I-A28
[27] ALNW	942	Austin Railroad Co, Inc d/b/a Austin & Northwestern RR Co, Inc E.	I	[27] CNPA	144	Madison Railroad, A Division of City of Madison Port Authority E.	I-A28
[27] AVL	38	Aroostook Valley Railroad Company E.	I-A28	[48] CN	103	Canadian National, comprised of the following: Canadian National Railway Company Duluth, Winnipeg and Pacific Railway Company Grand Trunk Western Railroad Incorporated IS 1606, 1632, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668	
[27] AZER	91	Arizona Eastern Railway Company E.	I-A28	[48] CNV	151	Central New York Railroad Corporation E.	I
[27] BAR	56	Bangor and Aroostook Railroad Company E.	I	[27] COER	89	American Rail Heritage Ltd., d/b/a Crab Orchard and Egyptian Railroad E.	I-A28
[27] BAYL	88	Bay Line Railroad, L.L.C. E.	I-A28	[47] COP	166	City of Prineville Railway E.	I
[27] BCLR	82	Bay Colony Railroad Corporation E.	I-A28	[27] CP	105	CP Rail (Canadian Pacific Limited) (CANCEL, see CPRS) E.	
[27] BREM	60	Beech Mountain Railroad Company E.	I-A28	[47] CPRS	105	CP Rail System (CPRS) comprises the following carriers: CP Rail (Canadian Pacific Limited) Delaware and Hudson Railway Company 500 Line Railroad Company E.	I
[27] BITY	281	Bristol Industrial Terminal Railway E.	I-A28	[27] CRL	420	Chicago Rail Link E.	I-A28
[27] BJRY	383	Burlington Junction Railway E.	I-A28	[27] CSL	147	Chicago Short Line Railway Company E.	I
[27] BKRR	86	Batten Kill Railroad Company, Inc. E.	I-A28	[47] CSP	148	Camas Prairie Railroad Company (Burlington Northern Railroad Co) (Union Pacific Railroad Co)	102
[27] BLOL	223	Bloomer Shippers Connecting Railroad Company, The, d/b/a The Bloomer Line E.	I-A28	[27] CSS	168	Chicago South Shore & South Bend Railroad E.	I-A28
[31] BM	69	Boston and Maine Corporation (CANCEL, Adopted by ST) E.					
[27] BPRR	154	Buffalo & Pittsburgh Railroad, Inc. E.	I-A28				
[27] BRC	83	Belt Railway Company of Chicago, The E.	I-A28				
[47] BSOR	85	Buffalo Southern Railroad, Inc. E.	I				
CONT'D IN NEXT COLUMN				CONT'D IN NEXT COLUMN			

ITEM 2.10 PA CONT'D LIST OF PARTICIPATING CARRIERS ALPHABETIZED BY STANDARD CARRIER ABBREVIATION (SEE NOTE 1)				ITEM 2.10 PA CONT'D LIST OF PARTICIPATING CARRIERS ALPHABETIZED BY STANDARD CARRIER ABBREVIATION (SEE NOTE 1)			
CARR ABBR	ARR CODE	NAME OF CARRIER	ITEM (NOTE 2)	CARR ABBR	ARR CODE	NAME OF CARRIER	ITEM (NOTE 2)
[27] CTRN	180	Central of Tennessee Railway & Navigation Company, Inc. $\bar{D}$	I-A29	[27] GLSR	916	Gloster Southern Railroad Co. $\bar{D}$	I-A29
[28] CUVA	186	Cuyahoga Valley Railway Company, The $\bar{D}$	I-A34	[27] GMRC	314	Green Mountain Railroad Corporation $\bar{D}$	I-A29
[47] CV	120	Central Vermont Railway, Inc. (CANCEL; Adopted by NECR) $\bar{D}$		[27] GNWR	320	Genesee and Wyoming Railroad Company $\bar{D}$	I-A29
[27] CW	158	Colorado & Wyoming Railway Company, The $\bar{D}$	I-A29	[27] GRN	306	Greenville and Northern Railway Company $\bar{D}$	I-A29
[27] CWR	100	California Western Railroad $\bar{D}$	I-A29	[27] GRR	302	Georgetown Railroad Company $\bar{D}$	I-A29
[27] CWRV	146	Commonwealth Railway Incorporated $\bar{D}$	I-A29	[27] GWR	349	Great Walton Railroad Company, Inc. $\bar{D}$	I-A29
[27] DC		Delray Connecting Railroad Company $\bar{D}$	I-A29	[27] GTR	295	Golden Triangle Railroad $\bar{D}$	I-A29
[27] DCLR	214	Delaware Coast Line Railroad Company $\bar{D}$	I-A29	[43] GTW	308	Grand Trunk Western Railroad Incorporated (CANCEL; see Canadian National Railways) $\bar{D}$	
[27] DER	219	Dunn-Erwin Railway $\bar{D}$	I-A29	[27] GU	323	Grafton and Upton Railroad Company $\bar{D}$	I-A29
[27] DH	195	Delaware and Hudson Railway Company (CANCEL; see CPRS) $\bar{D}$		[27] GWR	311	Great Western Railway Company, The $\bar{D}$	I-A29
[27] DME	912	Dakota, Minnesota & Eastern Railroad Corporation $\bar{D}$	I-A35	[27] GWRC	137	Georgia Woodlands Railroad Company $\bar{D}$	I-A29
[27] DMIR	213	Duluth, Missabe and Iron Range Railway Company $\bar{D}$	I-A29	[47] GWWE	293	Gateway Eastern Railway Company	
[27] DMV	220	Dansville and Mount Morris Railroad Company, The $\bar{D}$	I-A29	[50] GWRW	362	Gateway Western Railway Company $\bar{D}$	I-E
[27] DNE	212	Duluth & Northeastern Railroad Company $\bar{D}$	I-A29	[27] HB	330	Hampton & Branchville Railroad Company, Inc. $\bar{D}$	I-A29
[27] DOE	200	DeQueen and Eastern Railroad Company $\bar{D}$	I-A29	[27] HESR	890	Huron and Eastern Railway Company, Inc. $\bar{D}$	I-A29
[47] DR	191	Dardanelle & Russellville Railroad Company $\bar{D}$	I	[27] HRCR	782	Housatonic Railroad Company, Inc. $\bar{D}$	I-A29
[47] DRI	192	Davenport, Rock Island and North Western Railway Company $\bar{D}$	I	[27] HRS	336	H & S Railroad Company, Inc. $\bar{D}$	I-A29
[27] DV	208	Delaware Valley Railway Company, Inc. $\bar{D}$	I-A29	[47] IAS	316	Iowa Interstate Railroad, Ltd. $\bar{D}$	I-A29
[27] DVS	193	Delta Valley & Southern Railway Company $\bar{D}$	I-A29	[27] IBT	358	International Bridge and Terminal Company, The $\bar{D}$	I
[43] DWP	216	Duluth, Winnipeg and Pacific Railway Company (CANCEL; see Canadian National Railways) $\bar{D}$		[27] IHB	357	Indiana Harbor Belt Railroad Company $\bar{D}$	I-A29
[27] EACI	242	East Camden & Highland Railroad Company $\bar{D}$	I-A29	[47] IHC	352	Indiana Hi-Rail Corporation $\bar{D}$	I
[27] ECCR	229	East Cooper & Berkeley Railroad Company $\bar{D}$	I-A29	[27] IN	324	Indiana Northeastern Railroad Company, Inc. $\bar{D}$	I-A29
[46] EDW	247	El Dorado and Wesson Railway Company $\bar{D}$	I	[27] INOH	344	Indiana and Ohio Railroad, Inc. $\bar{D}$	I-A29
[27] EEC	40	East Erie Commercial Railroad $\bar{D}$	I-A29	[27] INRD	780	Indiana Rail Road Company, The $\bar{D}$	I-A29
[27] EJE	238	Elgin, Joliet and Eastern Railway Company $\bar{D}$	I-A29	[27] IOCR	329	Indiana & Ohio Central Railroad $\bar{D}$	I-A29
[27] ELS	241	Escanaba and Lake Superior Railroad Company $\bar{D}$	I-A29	[47] ISR	272	Iowa Southern Railroad Company $\bar{D}$	I
[27] FCEN	986	Florida Central Railroad Company, Inc. $\bar{D}$	I-A29	[47] JEPW	254	Jefferson Warrior Railroad Company $\bar{D}$	I-A29
[32] FCTY	270	Fulton County Railroad $\bar{D}$	I	[47] KCNW	411	Kelley's Creek and Northwestern Railroad Company $\bar{D}$	I
[50] FLT		Foss Launch & Tug Co. A Division of Dillingham Corporation $\bar{D}$	I	[47] KCS	400	Kansas City Southern Railway Company, The $\bar{D}$	I
[27] FMID	507	Florida Midland Railroad Company, Inc. $\bar{D}$	I-A29	[27] KJRY	365	Keokuk Northern Real Estate Co. d/b/a Keokuk Junction Railway $\bar{D}$	I-A29
[47] FMRC	280	Farmrail Corporation $\bar{D}$	I	[27] KT	405	Kentucky and Tennessee Railway $\bar{D}$	I-A29
[27] FNOR	319	Florida Northern Railroad Company, Inc. $\bar{D}$	I-A29	[27] KWT	996	KWT Railway, Inc. (Formerly Kentucky West Tennessee Railway, Inc.) $\bar{D}$	I-A29
[27] FP	265	Fordyce and Princeton R.R. Co. $\bar{D}$	I-A29	[47] LAL	398	Livonia, Avon & Lakeville Railroad Corporation $\bar{D}$	I
[27] FWCR	717	Florida West Coast Railroad Company $\bar{D}$	I-A29	[47] LBR	447	Lowville and Beaver River Railroad Company, The $\bar{D}$	I
[49] FWWR	277	Fort Worth & Western Railroad		[27] LC	426	Lancaster and Chester Railway Company $\bar{D}$	I-A29
[47] GC	395	Georgia Central Railway, L.P. $\bar{D}$	I	[47] LDRR	972	Louisiana & Delta Railroad, Inc. $\bar{D}$	I
[27] GETY	294	Gettysburg Railroad Company $\bar{D}$	I-A29				
CONT'D IN NEXT COLUMN				CONT'D IN NEXT COLUMN			

ITEM 2.10 PA CONT'D LIST OF PARTICIPATING CARRIERS ALPHABETIZED BY STANDARD CARRIER ABBREVIATION (SEE NOTE 1)				ITEM 2.10 PA CONT'D LIST OF PARTICIPATING CARRIERS ALPHABETIZED BY STANDARD CARRIER ABBREVIATION (SEE NOTE 1)			
CARR ABBR	ARR CODE	NAME OF CARRIER	ITEM (NOTE 2)	CARR ABBR	ARR CODE	NAME OF CARRIER	ITEM (NOTE 2)
[51] LEF	423	Lake Erie, Franklin & Clarion Railroad Company ☐	I	[27] NCYR	776	Nash County Railroad ☐	I-A28
[27] LNAL	437	BPM Rail, Inc., d/b/a Louisville, New Albany and Corydon Railroad ☐	I-A28	[27] NEKM	538	Northeast Kansas & Missouri Division, Mid Michigan Railroad ☐	I-A28
[27] LNW	442	Louisiana and North West Railroad Company, The ☐	I	[27] NERK	934	Nashville and Eastern Railroad Corp. ☐	I-A28
[27] LPN	450	Longview, Portland & Northern Railway Company ☐	I	[27] NEN	787	New Hampshire Northcoast Corporation ☐	I-A28
[27] LRPA	435	Little Rock Port Railroad ☐	I-A28	[27] NERR	572	New Hope & Ivyland Rail Road (Formerly New Hope & Ivyland Rail Road d/b/a Bucks County Railroad Corporation and Restoration Corporation) ☐	I
[27] LRS	427	Laurinburg and Southern Railroad Company ☐	I-A28	[27] NOKL	591	Northwestern Oklahoma Railroad Company ☐	I-A28
[27] LRWN	485	Little Rock & Western Railway, L.P. ☐	I-A28	[27] NOLR	592	New Orleans Lower Coast Railroad, Inc. ☐	I-A28
[27] LSI	425	Lake Superior & Ishpeming Railroad Company ☐	I-A28	[27] NOPB	536	New Orleans Public Belt Railroad ☐	I
[27] LSRC	408	Lake State Railway Company ☐	I-A28	[27] NPB	549	Norfolk and Portsmouth Belt Line Railroad Company ☐	I-A28
[27] LT	404	Lake Terminal Railroad Company, The ☐	I-A28	NS	555	NORFOLK SOUTHERN RAILWAY COMPANY, comprised of the following carriers: Norfolk and Western Railway Company Norfolk Southern Railway Company Alabama Great Southern Railroad Company Atlantic and East Carolina Railway Company Camp Lejeune Railroad Company Central of Georgia Railroad Company Chesapeake Western Railway Cincinnati, New Orleans and Texas Pacific Railway Company Georgia Southern and Florida Railway Company Tennessee Railway Company AID 1681, 1682, 1683, 1684, 1685, 2310, 2315, 2323	I-A28
[27] MRRR	462	Meridian & Bigbee Railroad Company ☐	I-A28	[27] NSR		Newburgh and South Shore Railway Company ☐	I-A28
[27] MC	499	Maine Coast Railroad Corp. ☐	I-A28	[27] NYCH	573	New York Cross Harbor Railroad Terminal Corp. ☐	I-A28
[27] MCR	461	Massachusetts Central Railroad Corporation ☐	I-A28	[27] NYSW	546	New York, Susquehanna and Western Railway Corp. ☐	I
[27] MCR	466	McCloud Railway Company ☐	I-A28	[27] OAR	578	Old Augusta Railroad Company ☐	I-A28
[27] MCR	498	Monongahela Connecting Railroad Company, The ☐	I	[27] OCTR	587	Octoraro Railway, Inc (CANCEL; adopted by DV) ☐	I-A28
[27] MD		Municipal Docks Railway of the Jacksonville Port Authority ☐	I	[27] PAM	607	Pittsburgh, Allegheny & McKees Rocks Railroad Company ☐	I-A28
[27] MDLR	385	Midland Terminal Company, The ☐	I-A28	[27] PBNE	659	Philadelphia, Bethlehem and New England Railroad Company ☐	I-A28
[27] NDW	510	Minnesota, Dakota & Western Railway Company ☐	I	[27] PBR	609	Parapsco & Back Rivers Railroad Company ☐	I-A28
[27] MEC	456	Maine Central Railroad Company (CANCEL; Adopted by ST) ☐	I	[27] PBVR	677	Port Bienville Railroad ☐	I-A28
[27] MET	524	Modesto and Empire Traction Company ☐	I-A28	[27] PCN	651	Point Comfort & Northern Railway Company ☐	I-A28
[27] MIWA	455	Mohawk, Adirondack & Northern Railroad ☐	I	[27] PDRR	171	Pee Dee River Railway ☐	I-A28
[27] MIDI	479	Middletown and Hummelstown Railroad Company ☐	I-A28	[27] PNW	634	Prescott and Northwestern Railroad Company, The ☐	I-A28
[27] MRC	583	McKeesport Connecting Railroad Company ☐	I	[27] POV	616	Pittsburgh and Ohio Valley Railroad Company (CANCEL; Adopted by CSXT) ☐	I-A28
[27] MWID	495	Maryland Midland Railway, Inc. ☐	I-A28	[27] PPU	645	Peoria and Pekin Union Railway Company ☐	I-A28
[27] NNJ	475	Middletown and New Jersey Railway Company, Inc. ☐	I-A28	[27] PRT		Parr Terminal Railroad ☐	I-A28
[27] NP	494	Missouri Pacific Railroad Company (Adopted by Union Pacific Pacific Railroad, effective 2-1-97) ☐	I-A28	[27] PRV	636	Pearl River Valley Railroad Company ☐	I
[27] MRL	871	Montana Rail Link, Inc. ☐	I-A28	[27] PRYL	393	Port Royal Railroad ☐	I-A28
[27] MRR	877	Mid-Atlantic Railroad Company, Inc. ☐	I-A28	[27] PS	627	Pittsburg & Shawmut Railroad Company, The ☐	I-A28
[27] MRS	460	Manufacturers Railway Company ☐	I-A28				
[27] MSC1	564	Mississippi Central Railroad Company ☐	I-A28				
[27] MSE	506	Mississippi Export Railroad Company ☐	I-A28				
[27] MSRW	985	Mississippian Railway Cooperative, Inc. ☐	I-A28				
[27] MSTR	471	Massena Terminal Railroad Company, The ☐	I-A28				
[27] MSV	503	Mississippi & Skuna Valley Railroad Company ☐	I-A28				
[27] MVRV	504	Mahoning Valley Railway Company, The ☐	I				
[27] MWRR	946	Montana Western Railway Company, Inc. ☐	I-A28				

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ITEM 2.10 PA CONT'D LIST OF PARTICIPATING CARRIERS ALPHABETIZED BY STANDARD CARRIER ABBREVIATION (SEE NOTE 1)				ITEM 2.10 PA CONT'D LIST OF PARTICIPATING CARRIERS ALPHABETIZED BY STANDARD CARRIER ABBREVIATION (SEE NOTE 1)			
CARR ABBR	ARR CODE	NAME OF CARRIER	ITEM (NOTE 2)	CARR ABBR	ARR CODE	NAME OF CARRIER	ITEM (NOTE 2)
[27] PTR		Port Terminal Railroad of South Carolina	I-A29	[27] TRC	779	Trona Railway Company	I-A29
[27] PUCC		Port Utilities Commission of Charleston, S.C., The	I-A29	[27] TSBY	770	Tuscola and Saginaw Bay Railway Company, Inc.	I-A29
[27] PVS	644	Pecos Valley Southern Railway Company, The	I-A29	[27] TTIS	773	Transkentucky Transportation Railroad, Inc.	I-A29
[27] PW	631	Providence and Worcester Railroad Company	I-A29	[27] TWRY	748	Tradewater Railway Company, The	I-A29
[47] RARW	518	Rarus Railway Company	I	[27] TSNW	747	Texas North Western Railway Company	I-A29
[27] RSR	941	Rochester & Southern Railroad, Inc.	I-A29	[47] UMP		Upper Merion and Plymouth Railroad Company	I
[27] RSS	675	Rockdale, Sandow & Southern Railroad Company	I-A29	[47] UP	802	Union Pacific Railroad Company	E 1606, 1672, 1673, 1674, 1675
[28] RT	665	River Terminal Railway Company	I-A29	[27] URR	803	Union Railroad Company	I-A29
[27] SAN	691	Sandersville Railroad Company	I-A29	[27] UTAH	811	Utah Railway Company	I-A29
[27] SB	719	South Buffalo Railway Company	I-A29	[27] VCY	821	Ventura County Railway Company	I-A29
[27] SBVR	732	South Branch Valley Rail Road	I-A29	[27] VR	861	Valdosta Railway, L.P.	I-A29
[27] SCTR	672	South Central Tennessee Railroad Corporation	I-A29	[27] VRR	781	Vandalia Railroad Company	I-A29
[27] SDIV	315	San Diego & Imperial Valley Railroad Company	I-A29	[27] VTR	817	Vermont Railway, Inc.	I-A29
[27] SERR	716	Sierra Railroad Company	I-A29	[27] WACR	812	Washington County Railroad Corporation	I-A29
[27] SH	799	Steelton & Highspire Railroad Company	I-A29	[27] WCCR	943	Washington Central Railroad Company, Inc.	I-A29
[27] SJC		St. Joseph Terminal Railroad Company	I	[27] WICT	382	Wisconsin and Calumet Railroad Company, Inc.	I-A29
[27] SLC	696	San Luis Central Railroad Company, The	I-A29	[27] WSOR	879	Wisconsin & Southern Railroad Co.	I-A29
[27] SM	682	St. Marys Railroad Company	I-A29	[27] WSR	832	Warren & Saline River Railroad Company	I-A29
[27] SMA	794	San Manuel Arizona Railroad Company	I-A29	[27] WTNN	258	West Tennessee Railroad Corp.	I-A29
[47] SPEG	723	Spencerville and Elgin Railroad Company (CANCEL; no longer common carrier)	I	[27] WW	850	Winchester and Western Railroad Company	I
[27] SRN	678	Sabine River & Northern Railroad Company	I-A29	[27] YW	873	Yreka Western Railroad Company	I-A29
[27] SS	707	Sand Springs Railway Company	I-A29	EXPLANATION OF NOTES 4. This Adoption Notice does not have the effect of eliminating this station as a station on the ELS, FVW or WC, but has the effect of establishing said station also as a station on the SSAM. 5. This Adoption Notice does not have the effect of eliminating this station as a station on the LSI or WC, but has the effect of establishing said station also as a station on the SSAM. 6. This Adoption Notice does not have the effect of eliminating this station as a station on the ELS, but has the effect of establishing said station also as a station on the SSAM. 7. This Adoption Notice does not have the effect of eliminating this station as a station on the WC, but has the effect of establishing said station also as a station on the SSAM. 8. This Adoption Notice does not have the effect of eliminating this station as a station on the ELS or WC, but has the effect of establishing said station also as a station on the SSAM. EXPLANATION OF REFERENCE MARKS [3] All rates and other provisions in connection with this carrier in this tariff, as amended, are cancelled. [50] For rules and charges to apply, see Tariff GWWR 6004 Series. (TI 6536, Amdt 1) CONT'D IN NEXT COLUMN			
[27] SSAM	670	Sault Ste. Marie Bridge Company	I-A29				
[27] SSDK	679	Savannah State Docks Railroad Company	I-A29				
[27] SSLV	706	Southern San Luis Valley Railroad Company	I-A29				
[47] ST	746	S T Rail System	E 33, 48, 51, 1606, 1616, 1617, 1619				
[27] STE	739	Stockton Terminal and Eastern Railroad	I-A29				
[27] STMA	698	St. Maries River Railroad Company	I-A29				
[27] TASD		Terminal Railway, Alabama State Docks	I-A29				
[27] TBRV	751	Thermal Belt Railway	I-A29				
[47] TCG	783	Tucson, Cornelia and Gila Bend Railroad Company	I				
[27] TCKR	744	Turtle Creek Industrial Railroad, Inc.	I-A29				
[27] TW	762	Texas Mexican Railway Company, The	I-A29				
[27] TNER	790	Texas Northeastern Railroad, a Division of Mid-Michigan Railroad	I-A29				
[47] TNMR	815	Texas New Mexico Railroad Company	I				
[27] TOE	764	Texas Oklahoma & Eastern Railroad Company	I-A29				
[27] TR	772	Tomahawk Railway, Limited Partnership	I-A29				
CONT'D IN NEXT COLUMN							

ITEM 2.10 PA CONT'D**LIST OF PARTICIPATING CARRIERS
ALPHABETIZED BY STANDARD CARRIER ABBREVIATION
(SEE NOTE 1)****EXPLANATION OF REFERENCE MARKS**

E The Sault Ste. Marie Bridge Company, by its Adoption Notice Freight Tariff SSAM 9000, having taken over tariffs etc. of the Union Pacific Railroad Company, insofar as they contain rates, routes, charges, rules and regulations, applying from, to, at or via the following stations: Antoine, Bark River, Brampton, Carney, Cascade, Eagle Mills (Note 5), Empire Mine (Note 5), Escanaba (Note 6), Groos (Note 8), Hermansville (Note 7), Iron Mountain (Note 6), Ishpeming (Note 5), Larch (Note 7), Little Lake, Menominee (Note 6), Negaunee (Note 5), Norway, Partridge, Plains, Powers, Quinnesec, Sands, Stephenson, Wallace and Waucesaw, WI: Green Bay (Note 4), Little Suamico, Marinette (Note 6), Niagara, Oconto and Peshigo, WI. The Sault Ste. Marie Bridge Company is hereby substituted for the Union Pacific Railroad Company wherever the latter appears in connection with said stations and rates.

[23] Canadian American Railroad Company hereby adopts, ratifies and makes its own, in every respect as if the same had been originally filed and posted by it, all freight tariffs, transportation contracts, classifications, rules, notices, concurrences, traffic agreements, divisions, authorities, powers of attorney, exempt quotations, exempt circulars or other instruments, whatsoever, including supplements or amendments thereto, filed with the Interstate Commerce Commission and National Transportation Agency by CP Rail System prior to January 3, 1995 insofar as said instruments apply from, to, at or via the stations contained in its Adoption Notice as published in Freight Tariff ICC CDAC 9000.

[31] Springfield Terminal Railway Company (ST), Boston and Maine Corporation (BM), and Maine Central Railroad Company (MCC), while retaining their individual corporate identities, have elected to do business under the common tradename of "ST RAIL SYSTEM". Accordingly, to the extent authorized by applicable law, all freight tariffs, transportation contracts, classifications, rules, notices, concurrences, traffic agreements, divisions, authorities, Powers of Attorney, or other instruments whatsoever, including supplements or amendments thereto, filed with the Interstate Commerce Commission and/or various state commissions prior to February 1, 1995 by Springfield Terminal Railway Company, Boston and Maine Corporation and/or Maine Central Railroad Company shall hereafter be the joint and several obligation of Springfield Terminal Railway Company, Boston and Maine Corporation and Maine Central Railroad Company. Furthermore, Springfield Terminal Railway Company, Boston and Maine Corporation, and Maine Central Railroad Company have authorized Springfield Terminal Rail System to act as agent for each of them solely for the purpose of issuing this Special Notice and all future freight tariffs and supplements filed with the various Commissions and Agency referred to above.

[41] Will only apply in connection with Storage Rules and Charges. (Part 2)

[10] Will not apply in connection with Demurrage Charges published in (Part 1). (TI 6630) A

[58] Reference to Demurrage in Parts 1 and 3 formerly enumerated herein for account of Canadian National Railway Company is hereby withdrawn and cancelled. For current charges refer to Tariff CNR 6500-A. (TI 6463)

[27] TI 5815 and Amdt 1. For demurrage rules and charges, see Tariff ASLG 6004.

[27] TI 5824. For rules and charges to apply see Tariff ICC BXN 6004.

[27] TI 5824. For rules and charges to apply see Tariff ICC PCN 6004.

[27] TI 5815. For rules and charges to apply see Tariff ICC RSS 6004.

[27] For rules and charges to apply, see Tariff ICC DNE 6004 Series. (TI 5844)

[28] Cancel. apply provisions published in Tariff ICC ALSG 6004- (TI 5877)

[47] For rules and charges to apply, see Tariff ICC IBRC 9000 Series. (TI 6304)

[1] Cancel.

ITEM 2.20**CUMULATIVE INDEX OF NEW AND CHANGED ITEMS**

New items added in supplements and items in the original tariff which have been amended in supplements are listed below with reference to the supplement in which such items may be found (See Item 20 for Method of Cancellation).

ITEM	SUP	ITEM	SUP
1.50-A	52	274-C	40
2.10 EA	52	275-A	40
2.20	52	278	40
32-A	40	279	40
33-E	52	285-A	52
34-A	40	290-A	52
36-A	40	295-A	40
38-A	40	300-A	52
40-A	40	301-A	52
44-B	40	302-A	52
45-A	40	303-A	52
46-A	40	303.25-C	52
47-A	40	303.50-C	52
95-A	40	303.75-A	52
106-A	52	303.80-A	52
107-A	52	304-A	52
110-A	40	305-A	52
112-A	40	306-A	52
113-A	40	307-A	52
114-A	40	308-A	52
115-A	40	310-A	52
116-B	52	311-A	52
117-A	40	312-A	52
120-A	40	315-A	52
121-A	40	316-A	52
123-A	40	317-A	52
129-A	40	318-A	52
131-A	40	320-A	52
132-A	40	322-A	52
133-A	40	350-A	40
135-A	40	354-A	40
138-A	40	360-A	40
140-A	40	366-A	40
142-A	40	370-A	40
160-A	40	372-A	40
161-A	40	405-A	40
162-A	40	410-A	40
164-A	40	412-A	40
165.50-A	40	415-A	40
167-A	40	418-A	40
168-A	52	419-A	40
174-A	40	419.50-A	52
176-A	40	419.75	52
177-A	40	422-A	40
178-A	40	424-A	40
179-A	40	426-B	40
180-A	40	428-A	40
181-A	40	430-A	40
182-A	40	440-A	40
183-A	40	443-A	40
197-B	52	445-A	40
202-A	52	446-A	40
204-A	52	448-A	40
206-A	52	451-A	40
215-A	40	452-A	40
216-A	40	455-A	40
217-A	40	460-A	40
218-A	40	480-A	40
219-A	40	525-C	52
220-A	40	545-A	52
222-A	40	551-A	52
224-B	40	1405-A	40
226-A	52	1605-A	40
227	40	1606-B	40
228-B	40	1608-A	40
230-A	40	1615-A	40
232-A	40	1634-A	40
234-A	40	1636-A	40
235-A	40	1637-A	40
245-A	40	1638-A	40
247-A	40	1640-A	40
250-A	40	1645-A	40
252-A	40	1650-A	40
254-A	40	1652-A	40
255-A	40	1669-A	40
258-A	40	1670-A	52
260-A	40	1672-A	40
261-C	40	1673-A	40
262-C	40	1674-A	40
263-C	40	1675-A	40
264-C	40	1677-A	40
266-C	40	1680-A	40
267-C	40	1696-A	40
268-C	40	1698-A	40
270-A	40	1735-C	40
271-A	40	1925-A	52
272-A	40	2105-B	40

CONT'D IN NEXT COLUMN

ITEM 2.20 CONT'D CUMULATIVE INDEX OF NEW AND CHANGED ITEMS New items added in supplements and items in the original tariff which have been amended in supplements are listed below with reference to the supplement in which such items may be found (See Item 20 for Method of Cancellation).			
ITEM	SUP	ITEM	SUP
2305-A	40	2405-A	40
2307-A	40	2785	40
2325-C	40		
PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES			
SECTION 001			
[51] ITEM 33-E (Provisions formerly shown and not brought forward are hereby cancelled; account no application.) APPLIES ONLY FOR CARRIERS NAMED IN THIS ITEM (EXCEPTION TO SECTION 800 AND ITEM 1410) Cars subject to average agreement Section 800 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 7:00 AM 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. Los Angeles Junction Railway Company 75 S T Rail System 30 Terminal Railroad Association of St Louis 19 Wisconsin Central, LTD			
SECTION 100			
[46] ITEM 106-A 1. Cancel; apply provisions otherwise published in Tariff CNR 6500-A. (TI 6463)			
[46] ITEM 107-A 1. Cancel; apply provisions otherwise published in Tariff CNR 6500-A. (TI 6463)			
[50] ITEM 116-B 1. Cancel; account no application. (TI 6540)			
[46] ITEM 168-A 1. Cancel; apply provisions otherwise published in Tariff CNR 6500-A. (TI 6463)			
[50] ITEM 197-B 1. Cancel; account no application. (TI 6536, Amdt 1)			
SECTION 200			
[46] ITEM 202-A 1. Cancel; apply provisions otherwise published in Tariff CNR 6500-A. (TI 6463)			
PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES			
SECTION 200			
[48] ITEM 204-A 1. Cancel; apply provisions otherwise published in Tariff CNR 6500-A. (TI 6463)			
[48] ITEM 206-A 1. Cancel; apply provisions otherwise published in Tariff CNR 6500-A. (TI 6463)			
[31] ITEM 226-A 1. Provisions formerly shown and not brought forward are hereby cancelled; account no application.			
[47] ITEM 285-A NEW ENGLAND SOUTHERN RAILROAD CO QUINCY BAY TERMINAL CO (TI 6484) (EXCEPTION TO ITEM 1410) Railroads named in this item will only grant relief from bunching when causes are directly attributable to itself and respective of (b) and (c) below, allowance to be formulated in the following manner: Consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, but when any cars are released prior to the expiration of free time, the free time on same number of next cars, or lesser number of cars remaining, will be computed from the first 7:00 a.m. following such release. However, these railroads will NOT grant relief from bunching tantamount the following causes: (a) When these railroads receive cars from connecting carrier in bunched condition, same resulting from the act, neglect or failure of other carriers and same cars are tendered by these railroads for placement in sequence of their receipt from connecting carrier. (b) When bunched cars are ordered by receiver placed at random or out-of-sequence respective to the shipping dates of same cars. (c) Or when the number of cars construed to be bunched and tendered for placement are not in excess of consignee's normal ability to receive and unload same.			
[48] ITEM 290-A 1. Cancel; account no application.			
SECTION 300			
ITEM 300-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)			
ITEM 301-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)			
ITEM 302-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)			
ITEM 303-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)			
ITEM 303.25-C 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)			

PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES	PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES
SECTION 300	SECTION 300
ITEM 303.50-C 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	ITEM 317-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)
ITEM 303.75-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	ITEM 318-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)
ITEM 303.80-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	ITEM 320-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)
ITEM 304-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	ITEM 322-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)
ITEM 305-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	SECTION 400 (32)
ITEM 306-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	ITEM 419.50-A TERMINAL RAILROAD ASSOCIATION OF ST LOUIS (EXCEPTION TO ITEM 765) 1. Provisions formerly shown are hereby canceled; apply provisions published in Item 419.75. (TI 6259)
ITEM 307-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	(32) ITEM 419.75 TERMINAL RAILROAD ASSOCIATION OF ST LOUIS (EXCEPTION TO ITEM 765) 1. Demurrage rules and charges published herein will NOT apply on GRS privately owned cars carrying reporting marks NSAX and/or GCSX held for loading or unloading from National Steel Corporation Granite City Division to The Steelworks Corp., Granite City, Illinois. (TI 6259)
ITEM 308-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	PART 1 GENERAL CAR DEMURRAGE RULES AND CHARGES
ITEM 310-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	SECTION 500 (33)
ITEM 311-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	ITEM 545-A CONSTRUCTIVE PLACEMENT 1. I-2 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.
ITEM 312-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	EXPLANATION OF REFERENCE MARKS 1 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. 2 For account of Niagara Paper of Wisconsin, division of Consolidated Papers, Inc, at Niagara, WI, when in connection with SSAM, notification as described in Section 1300 shall constitute placement notice. (TI 6596)
ITEM 315-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	ITEM 551-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)
ITEM 316-A 1. Provisions formerly shown in Tariff RPS 6004 Series, Part 1 for account of Norfolk Southern Railway Company, are now published in Tariff NS 6004 Series. (TI 6630)	

PART 2 EXCEPTIONS TO STORAGE RULES AND CHARGES	PART 2 STORAGE RULES AND CHARGES
SECTION 1600	SECTION 1900
ITEM 1670-A 1. Provisions formerly shown and not brought forward are hereby cancelled; account no application.	ITEM 1925-A CONT'D STORAGE CHARGE AI (SEE EXCEPTION 1, THIS ITEM) EXPLANATION OF REFERENCE MARKS 3. Applicable only for account of Quincy Bay Terminal. AI TI 6496.
PART 2 STORAGE RULES AND CHARGES	
SECTION 1900	
ITEM 1925-A STORAGE CHARGE AI (SEE EXCEPTION 1, THIS ITEM) 38 No free time will be allowed on cars subject to this section, but they will be subject to a storage charge of \$5.00 per car per day, not subject to ex parte increases, to be computed from the second 7:00 A.M., exclusive of Saturdays, Sundays and holidays following the sending or giving of notice as provided in Item 1920. 39 No free time will be allowed on cars subject to this section, but they will be subject to a storage charge of \$8.00 per car per day, not subject to ex parte increases, to be computed from the second 7:00 A.M., exclusive of Saturdays, Sundays and holidays following the sending or giving of notice as provided in Item 1920. 1-98 No free time will be allowed on cars subject to this section, but they will be subject to a storage charge of \$10.00 per car per day or fraction of a day, to be computed from the second 7:00 A.M. exclusive of Saturdays, Sundays and Holidays, following the sending or giving of notice in Item 1920. These charges may be billed monthly where the assignee is an average agreement customer at point of assignment. 2-98 No free time will be allowed on cars subject to this section, but they will be subject to a storage charge of \$10.00 per car per day or fraction of a day, to be computed from the second 12:01 A.M. exclusive of Saturdays, Sundays, and holidays, following the sending or giving of notice in Item 1920. These charges may be billed monthly where the assignee is an average agreement customer at point of assignment. 38 (a) Once storage charges commence to run, all Saturdays, Sundays and holidays are chargeable days with charges continuing until receipt of orders from the assignee for placement or constructive placement or appropriation of cars for loading. 104 (a) Once storage charges commence to run, all Saturdays, Sundays and holidays are chargeable days with charges continuing until actual or constructive placement on orders of, or appropriation of cars for loading by the assignee (see Note 1). (b) Cars released from storage charges under these conditions will be subject to applicable demurrage or detention tariffs.	
EXPLANATION OF NOTES	
1. Where actual or constructive placement is made by a switching line that has not concurred in the assignment and holding of cars on its line while subject to Part 2 of this tariff, storage charges will cease at the time cars are delivered to the switching line on orders of the switching line or assignee, as the case may be.	
EXCEPTION	
1. 3 No free time will be allowed on cars subject to Section 1900, but they will be subject to the storage charges as set forth in this item, to be computed from the first 7:00 A.M., including Saturdays, Sundays and Holidays, following the sending or giving of notice in Item 1920: A. \$10.00 per car per day, or fraction of a day, for private cars and railroad owned or controlled cars for which full relief or reclaim from car hire charges has been obtained. B. \$35.00 per car per day, or fraction of a day, for railroad owned or controlled cars for which full relief or reclaim from car hire charges has not been obtained. these charges may be billed monthly where the assignee is an average agreement customer at point of assignment.	
EXPLANATION OF REFERENCE MARKS	
1 Not applicable in connection with Norfolk Southern Railway Company. 2 Applicable only in connection with Norfolk Southern Railway Company.	
CONT'D IN NEXT COLUMN	

BILL FOR CAR DEMURRAGE AS PER AGREEMENT
WITH THE NORFOLK SOUTHERN CORPORATION

16476-068

EXHIBIT E

BILL NUMBER 98483

STATION (56154) CHAMBLEE

GA

CAPITOL MATERIALS INC
P O BOX 2777
3277 ALPHA DRIVE
DULUTH GA

APR. 23, 1998

MONTH OF MARCH 1998

IN	NO. OF CARS OUT RELEASED	DEBIT	CREDIT	EXCESS COM. DEBITS	CHARGEABLE DEBITS	RATE	AMOUNT
I	36	114	5	109	109	@ \$20.00/DEBIT	2,180.00
					54	@ \$30.00/DEBIT	1,620.00
					94	@ \$60.00/DEBIT	5,640.00
					TOTAL		9,440.00

PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES SECTION 300	PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES SECTION 300
ITEM 310 NORFOLK SOUTHERN RAILWAY COMPANY (EXCEPTION TO ITEM 610) 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 316 CONT'D APPLIES AT ALL POINTS (SEE EXCEPTION 1, THIS ITEM) 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 (EXCEPTION TO ITEMS 1110 AND 1115) EXPLANATION OF REFERENCE MARKS 2 Applicable only in connection with Norfolk Southern Railway Company.
ITEM 311 NORFOLK SOUTHERN RAILWAY COMPANY (EXCEPTION TO ITEM 610) 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 7:00 AM of placement.	ITEM 317 NORFOLK SOUTHERN RAILWAY COMPANY (EXCEPTION TO ITEM 1225) In event a coil steel gondola or a coil steel flat with covers is found unsuitable for loading, Item 1225 will NOT apply if the party ordering the car advises the railroad of rejection within 72 hours after actual placement.
ITEM 312 NORFOLK SOUTHERN RAILWAY COMPANY (APPLICABLE ONLY IN CONNECTION WITH SHIPMENTS OF COAL) (EXCEPTION TO SECTION 800 AND ITEM 1410) Cars subject to average agreement Section 800 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 AM 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 318 NORFOLK SOUTHERN RAILWAY COMPANY (EXCEPTION TO ITEM 1225) (Applies only in connection with industries that perform their own switching) In the event a covered hopper is found unsuitable for loading Item 1225-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 315 FORWARDING DIRECTIONS FURNISHED THROUGH EDI INTERCHANGE TO NORFOLK SOUTHERN RAILWAY COMPANY (EXCEPTION TO ITEM 1010) 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 320 NORFOLK SOUTHERN RAILWAY COMPANY (EXCEPTION TO ITEM 1420) 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 316 APPLIES AT ALL POINTS (SEE EXCEPTION 1, THIS ITEM) 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 (EXCEPTION TO ITEMS 1110 AND 1115) 1 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 7:00 A.M. after actual or constructive placement on such other track without notice. 2 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. EXCEPTIONS 1. Not available in connection with Union Pacific/Missouri Pacific Railroad. EXPLANATION OF REFERENCE MARKS 1 Not applicable in connection with Norfolk Southern Railway Company.	ITEM 322 APPLIES ONLY FOR ACCOUNT OF THE NORFOLK SOUTHERN RAILWAY COMPANY ALLOWANCE ON INBOUND LOADED CARS HELD FOR ACTUAL PLACEMENT AFTER TENDER BY CONSTRUCTIVE PLACEMENT OR ARRIVAL NOTICE (AS PROVIDED FOR IN ITEM 1435) 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 receives 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.
CONT'D IN NEXT COLUMN	

PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES	PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES
SECTION 300	SECTION 300
ITEM 322 CONT'D APPLIES ONLY FOR ACCOUNT OF THE NORFOLK SOUTHERN RAILWAY COMPANY ALLOWANCE ON INBOUND LOADED CARS HELD FOR ACTUAL PLACEMENT AFTER TENDER BY CONSTRUCTIVE PLACEMENT OR ARRIVAL NOTICE (AS PROVIDED FOR IN ITEM 1435) 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). 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.	ITEM 322 CONT'D APPLIES ONLY FOR ACCOUNT OF THE NORFOLK SOUTHERN RAILWAY COMPANY ALLOWANCE ON INBOUND LOADED CARS HELD FOR ACTUAL PLACEMENT AFTER TENDER BY CONSTRUCTIVE PLACEMENT OR ARRIVAL NOTICE (AS PROVIDED FOR IN ITEM 1435) 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 637, 1125 or 1210, 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 637, 1125 or 1210, 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 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 635, 1100 or 1210, 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 635, 1100 or 1210, 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 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 635, 1100 or 1210, 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. 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 635, 1100 or 1210, 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.
CONT'D IN NEXT COLUMN	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 orders 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. CONT'D IN NEXT COLUMN

PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES	PART 1 EXCEPTIONS TO DEMURRAGE RULES AND CHARGES
SECTION 300	SECTION 300
ITEM 322 <i>CONT'D</i> APPLIES ONLY FOR ACCOUNT OF THE NORFOLK SOUTHERN RAILWAY COMPANY ALLOWANCE ON INBOUND LOADED CARS HELD FOR ACTUAL PLACEMENT AFTER TENDER BY CONSTRUCTIVE PLACEMENT OR ARRIVAL NOTICE (AS PROVIDED FOR IN ITEM 1435) EXPLANATION OF NOTES 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.	ITEM 366 <i>CONT'D</i> PITTSBURGH, ALLEGHENY AND MCKEES ROCKS RAILROAD COMPANY (EXCEPTION TO ITEM 1410) (b) When bunched cars are ordered by receiver placed at random or out-of-sequence respective to the shipping dates of same cars. (c) Or when the number of cars construed to be bunched and tendered for placement are not in excess of consignee's normal ability to receive and unload same.
ITEM 345 PEORIA AND PEKIN UNION RAILWAY COMPANY (EXCEPTION TO ITEM 610) Carload shipments of Brewers Corn Grits in PPU covered hopper cars in Series 8700 will be allowed four (4) days free time when loaded on PPU stations during the months of November, December, January and February of the calendar year.	ITEM 370 PROVIDENCE AND WORCESTER RAILROAD COMPANY (EXCEPTION TO ITEM 765) Demurrage rules and charges will NOT apply on cars of liquified petroleum gas for the account of Spicer Gas in Groton, CT when the cars are on the private siding of Spicer Gas. This item applies to private cars only.
ITEM 350 PITTSBURGH AND OHIO VALLEY RAILWAY COMPANY Tank cars of private ownership held for or by consignors or consignees for loading, unloading, forwarding directions or for any other purposes (including cars held for loading company material) when held on tracks that are not located on railroad premises, will NOT be subject to demurrage rules and charges published herein.	ITEM 372 PROVIDENCE AND WORCESTER RAILROAD COMPANY (EXCEPTION TO ITEM 765) Demurrage rules and charges published herein will NOT apply on other than railroad owned gondola cars while held for loading or unloading on tracks owned or leased by the CIBA-GEIGY Chemical Corporation.
ITEM 354 THE PITTSBURG & SHAWMUT RAILROAD COMPANY Demurrage rules and charges published herein will NOT apply on coal hopper cars owned by the Pittsburg & Shawmut Railroad and used in local service movement only. These cars are not used in interchange service.	ITEM 380 QUEBEC CENTRAL RAILWAY COMPANY Demurrage rules and charges published herein apply only at points in the State of Vermont.
ITEM 360 PORT TERMINAL RAILROAD ASSOCIATION (Houston, TX) Demurrage rules and charges published herein will NOT apply for account of the Port Terminal Railroad Association on traffic received from and delivered to other railroads and not covered under a single average agreement with the PTRRA under Section 800. Such traffic will be subject to the demurrage rules and charges of the railroads from which the loaded car is received or to which it is delivered under load.	
ITEM 364 PIONEER VALLEY RAILROAD COMPANY, INC (Exemption to Item 610) Allow Ninety-Six (96) hours free time, from constructive or actual time of placement, for the unloading of cars at Westfield, MA which originated at Spring Grove, PA.	
ITEM 366 PITTSBURGH, ALLEGHENY AND MCKEES ROCKS RAILROAD COMPANY (EXCEPTION TO ITEM 1410) Railroads named in this item will only grant relief from bunching when causes are directly attributable to itself and respective of (b) and (c) below, allowance to be formulated in the following manner: Consignee shall be allowed such free time as he would have been entitled to had the cars not been bunched, but when any cars are released prior to the expiration of free time, the free time on the same number of next cars, or lesser number of cars remaining, will be computed from the first 7:00 a.m. following such release. However, these railroads will NOT grant relief from bunching tantamount the following causes: (a) When these railroads receive cars from connecting carrier in bunched condition, same resulting from the act, neglect or failure of other carriers and same cars are tendered by these railroads for placement in sequence of their receipt from connecting carrier.	
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