

NS 9328-O
CANCELS
NS 9328-N

NORFOLK SOUTHERN RAILWAY COMPANY

THOROUGHbred BULK TRANSFER

**FREIGHT TARIFF NS 9328-O
CANCELS
FREIGHT TARIFF NS 9328-N**



**BULK TRANSFER TARIFF
PROVIDING SERVICE
ON
DRY AND LIQUID COMMODITIES
AT STATIONS NAMED IN ITEM 110**

BULK RAIL – TRUCK TARIFF

Governed by the Uniform Freight Classification UFC Series, See Item 5

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**Issued By
Distribution Services
NORFOLK SOUTHERN RAILWAY COMPANY
3 Commercial Place, Box 252
Norfolk, VA 23510**

TARIFF NS 9328-O

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

PARTICIPATING CARRIER

ABBREVIATION

NS

NAME OF CARRIER

NORFOLK SOUTHERN RAILWAY COMPANY

ITEM 5

GOVERNING CLASSIFICATION AND EXCEPTIONS

This Tariff is governed by the provisions of UFC 6000 Series, Uniform Classification Committee, Agent, and NS Conditions of Carriage No. 1, and any supplements or reissues thereof. (When shipments are made in Tank Cars, they will be subject to Rule 35 of the UFC except as to minimum weight, which will be shown in individual rate items.)

ITEM 15

EXPLOSIVES, DANGEROUS ARTICLES

For rules and regulations governing the transportation of Explosives and other Dangerous Articles by freight, also specifications for shipper's containers and restrictions governing the acceptance and transportation of Explosives and other Dangerous Articles, see Bureau of Explosives Tariff BOE 6000 Series.

ITEM 20

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

(A) Where reference is made in this tariff to tariffs, circulars, 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 number, such reference applies also to such tariff to the extent it may be applicable on intrastate traffic.

ITEM 60

NATIONAL SERVICE ORDER

This Tariff is subject to provisions of various Surface Transportation Board Service Orders and General Permits as shown in National Service Order Tariff NSO 6100 Series.

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 not be designated as “Reissued” by a reference mark. To determine its original effective date, consult the supplement in which the reissued matter first became effective.

ITEM 110

APPLICATION

The provisions of this tariff will apply to the transloading and handling of dry and liquid commodities (“Commodity,” “Commodities,” or “Product”) that NS has authorized to be handled at designated Thoroughbred Bulk Transfer facilities (a “TBT,” “TBT Facility,” or “TBT Facilities”) at the locations named herein.

As used in this tariff, when a shipment is

- (1) transloaded at destination, “Consignee” means the legal entity that is shown as such on the bill of lading and owns or controls the Commodity that will be transloaded at the time the Commodity is delivered to the TBT by rail; and “Shipper” means the legal entity that is the consignor of the inbound rail shipment of the Commodity to the TBT; or
- (2) transloaded at origin, “Shipper” means the legal entity that is shown as such on the bill of lading and owns or controls the Commodity at the time the Commodity is transloaded from truck to rail car at the TBT; and “Consignee” means the legal entity that is the receiver of the outbound rail shipment of Commodity from the TBT.

A “**TBT Customer**” is the legal entity that utilizes the transfer services at the TBT. A TBT Customer *MUST BE* either the Shipper or the Consignee. The billing profile for shipments to and from a TBT is as follows:

Rail Inbound to a TBT	
Consignee:	(Beneficial Owner at Destination)
Care of Party:	NS TBT
Ship to Address:	TBT Address (see below)
Rail Station:	TBT City, ST

Rail Outbound from a TBT	
Shipper:	(Beneficial Owner at Origin)
Ship from:	NS TBT
Ship from Address:	TBT Address (see below)
Rail Station:	TBT City, ST

NS TBT must NOT be shown as Shipper or Consignee, but must be shown as the “care of” party.

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The TBT will provide receiving, storing (incidental to transportation), and transloading facilities required to perform transloading services as hereinafter defined (the "Services"). No cost of maintenance and repair to the TBT Facility will be borne by the Shipper or Consignee, unless the repair or maintenance is the result of the negligence of either the Shipper or Consignee, or an agent of either or both of them.

A. LICENSED FACILITIES

<i>TBT Name</i>	<i>Market</i>	<i>Mailing/Mapping Street Address</i>	<i>Mailing/Mapping City</i>	<i>Mailing/Mapping State</i>	<i>Mailing/Mapping Zip</i>	<i>Rail Station City</i>
Augusta	Augusta	590 Taylor St.	Augusta	GA	30901	Augusta
Baltimore	Baltimore	2150 South Newkirk St.	Baltimore	MD	21224	Baltimore
Binghamton	Binghamton	123 Broad Ave.	Binghamton	NY	13904	Binghamton
Buffalo	Buffalo	50 Bison Pkwy	Buffalo	NY	14227	Buffalo
Chattanooga	Chattanooga	1901 Rossville Ave.	Chattanooga	TN	37408	Chattanooga
Chesapeake	Tidewater VA	1305 Atlantic Ave.	Chesapeake	VA	23324	Chesapeake
Chicago	Chicago/NW Indiana	1702 1/2 E. 103 St.	Chicago	IL	60617	Chicago
Cincinnati	Cincinnati	5555 Wooster Pike	Cincinnati	OH	45227	Clare
Columbia	Columbia	1861 Old Dunbar Rd	West Columbia	SC	29172	Kinsler
Columbus	Columbus	5075 Fisher Rd.	Columbus	OH	43228	Columbus
Crafton	Pittsburgh	2000 Napor Blvd.	Crafton	PA	15205	Crafton
Dalton	Northwest Georgia	2059 South Hamilton St.	Dalton	GA	30720	Dalton
Edgemoor	Wilmington, DE	1280 Railcar Ave.	Edgemoor	DE	19802	Edgemoor
Euclid	Cleveland	1431 Chardon Rd.	Euclid	OH	44117	Euclid
Jacksonville	Jacksonville	3440 W. 20th St.	Jacksonville	FL	32254	Jacksonville
Knoxville	Knoxville	849 Tennessee Ave	Knoxville	TN	37921	Knoxville
Louisville	Louisville	595 N. 34th St.	Louisville	KY	40212	Louisville
Maidsville	Northern WV	741 Lazelle Union Rd.	Maidsville	WV	26541	Maidsville
Meridian	East Central Miss	6209 Spector St.	Meridian	MS	39307	Edmundson
Miami	Miami	3601 NW 62nd St.	Miami	FL	33147	Miami
Mobile	Lower Alabama	72 Beaugard Street	Mobile	AL	36602	Mobile
Petersburg	Richmond-South	1301 E Washington St.	Petersburg	VA	23803	Petersburg
Pottstown	Philadelphia-West	291 S. Keim St.	Pottstown	PA	19464	Pottstown
Saint Louis	Saint Louis	6228 State Route 111	Edwardsville	IL	62025	Mitchell
Sandusky	North Central Ohio	3811 Old Railroad Rd	Sandusky	OH	44870	Sandusky
Somerset	Central Kentucky	300 Thoroughbred Drive	Ferguson	KY	42533	Somerset
Willis	Detroit Metro	6525 McKean Rd.	Ypsilanti	MI	48197	Willis
Winston-Salem	Winston-Salem	1205 Railway Ln.	Winston-Salem	NC	27107	Winston-Salem

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B. CONTRACTOR FACILITIES

<i>TBT Name</i>	<i>Market</i>	<i>Mailing/Mapping Street Address</i>	<i>Mailing/Mapping City</i>	<i>Mailing/Mapping State</i>	<i>Mailing/Mapping Zip</i>	<i>Rail Station City</i>
Alexandria	Northern VA	1000 South Van Dorn St.	Alexandria	VA	22304	Cameron
Charlotte	Charlotte	1803 North Brevard Street	Charlotte	NC	28206	Charlotte
Charlotte South	Charlotte	2820 Nevada Blvd.	Charlotte	NC	28273	Pineville
Chattanooga	Chattanooga Ethanol	4303 Jersey Pike Rd.	Chattanooga	TN	37421	Jersey
Doraville	Atlanta-North	2325 Weaver Way	Doraville	GA	30340	Norcross
East Point	Atlanta-South	3260 Lakewood Ave.	East Point	GA	30344	East Point
Elizabeth	Northern NJ	380 Veterans Memorial Dr.	Elizabeth	NJ	7206	Elizabeth
Elkhart	Northwest Indiana	29625 County Line Road	Elkhart	IN	46517	Elkhart
Fort Wayne	Northeast Indiana	2536 Wayne Trace	Fort Wayne	IN	46803	Fort Wayne
Goldsboro	Eastern NC	3050 Thoroughfare Rd	Goldsboro	NC	27534	Millers
Greencastle	PA-MD-Interestate 81	612 Antrim Commons Dr.	Greencastle	PA	17225	Greencastle
Memphis	Memphis	2648 Spottswood Avenue	Memphis	TN	38114	Memphis
Roanoke	Roanoke Valley	810 Hollins Rd.	Roanoke	VA	24012	Roanoke
Spartanburg	Spartanburg	7525 Asheville Highway	Spartanburg	SC	29303	Spartanburg
Streator	North Central IL	32600 North 600 East Road	Streator	IL	61364	Streator
Taylor	NE Pennsylvania	3 Depot Street	Taylor	PA	18517	Taylor

The purpose of this tariff is to advise NS Shippers and Consignees of the services they may expect and the obligations they will undertake when utilizing a TBT. Upon request of the TBT Customer, the terminal services named herein will be performed on carload shipments in bulk as described herein which move in NS line haul service to or from the above terminals, subject to the rules and regulations published herein. Terminal services are restricted to carloads received or forwarded in Norfolk Southern line haul service, and none of the facilities listed in Item 110 are open to any type of switching.

TBT Facilities will handle Commodities for transloading when appropriate infrastructure and equipment for handling such Commodities are available and the given Commodity has been authorized for transloading at the TBT Facility in writing by NS. NS reserves the right to refuse to handle any Commodity at its sole discretion.

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ITEM 111

LICENSED FACILITIES

Each TBT listed in Item 110, Section A is operated by an independent terminal operator (a "Licensee"). The Operations provisions set forth in this tariff govern, in part, the services provided by the Licensee for the TBT Customer.

Services offered at Licensed Facilities may include the items referenced in Items 112 B and 115 A. Charges for unloading of rail cars to trucks and unloading trucks to rail cars at a Licensed Facility will be determined on an individual basis by the Licensee, provided, however, that the charge for self-loading as specified in Item 115 A Note 3 shall not exceed \$85 per trailer or straight truck, as applicable. All charges for services at Licensed Facilities will be billed directly by the Licensee to the TBT Customer.

The handling characteristics of the Commodity, personnel requirements and the transfer equipment utilized will affect the amount of the charges. Any truck detention charges incurred during the loading or unloading process and any overtime charges will be the responsibility of the TBT Customer.

ITEM 112

CONTRACTOR FACILITIES

Each TBT listed in Item 110, Section B is operated by NS utilizing the services of a third party contractor transloading approved Commodities on behalf of NS for furtherance of NS rail transportation. Services provided at Contractor Facilities are outlined in Item 115.

A. COMPENSATION

All services offered by NS to a TBT Customer at Contractor Facilities are a component of rail transportation and required for initial loading or transloading, as applicable, of the Product. As such, a freight rate for shipments to these facilities includes terminal services, as described in Item 115. There is no additional charge for services provided at Contractor Facilities to the Shipper or Consignee except for assessorial charges for special services as described below. Assessorial charges for special services may be billed on behalf of NS by a third party billing agent. In any such case, the extension of credit for said charges shall be governed by NS Conditions of Carriage No. 1 Series, Rule 300 Extension of Credit and Freight Tariff NS 8002 Series, Item 6160, Security Deposits For Payment Of Demurrage Storage And Other Accessorial Charges.

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B. ASSESSORIAL CHARGES FOR SPECIAL SERVICES

Bill of Lading, New Truck BOL Reissued for the Same Load:	\$25/BOL
Inert Gas Supplied by Shipper or Consignee:	\$30.00 per hour
Inert Gas Supplied by NS:	Individually priced
Multi-Commodity Loading in Compartmentalized Trailer:	\$60 per commodity
Overtime (See Note 1):	\$60.00 per man hour
Packaging:	Individually priced
Recirculation Charge:	\$35.00 per hour
Replenishment Loading (See Note 2):	\$500.00 per trailer
Storage Not in Rail Cars when Permitted	
Outside , pallets or in bundles not larger than 4'x4'x10',	
Less than 30 days:	No charge.
31 to 60 days or fraction thereof:	\$2/pallet, \$4/bundle
Each 30 days or fraction thereof beyond 60 days:	\$4/pallet, \$8/bundle
Other than pallets or bundles:	Individually priced
Inside , pallets or in bundles not larger than 4'x4'x10',	
Less than 30 days:	No charge.
31 to 60 days or fraction thereof:	\$4/pallet, \$6/bundle
Each 30 days or fraction thereof beyond 60 days:	\$8/pallet, \$12/bundle
Other than pallets or bundles:	Individually priced
Tank Car Heating Charge, Natural Gas Fired:	\$50.00 per hour
Tank Car Heating Charge, Oil Fired:	\$60.00 per hour
Tank Trailer Washing:	Individually priced
Weighing, Additional Truck Scale Weights (beyond the first set of weights (inbound/outbound))	\$25.00 per weight

NOTE 1: Hours of service and overtime charges are described in Item 150.

NOTE 2: A replenishment load is a reverse transload, truck to rail, not associated with an outbound rail movement or a rail to truck transfer from a rail car being loaded for outbound shipment. Replenishment loading of hazardous material is prohibited without permission from Norfolk Southern.

The NS freight rate does not cover any service provided by an agent of the TBT Customer at the TBT, including but not limited to, self-load fees, truck detention, or de-fumigation.

C. INSURANCE

If Shipper or Consignee carries any insurance on Product being transloaded or any property of Shipper or Consignee, the applicable insurance carrier shall endorse the policies to waive subrogation against NS. Copies of such endorsements shall be furnished to NS upon request.

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ITEM 113

MOTOR CARRIER ACCESS

A TBT Customer may retain a motor carrier to deliver to or haul away Product from a TBT. Before being allowed on TBT property, a motor carrier must execute an Indemnity and Hold Harmless Agreement (“IHHA”) covering the motor carrier’s activities while at the TBT. Said motor carrier shall maintain the following coverages:

1. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Contract;
2. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;
3. Commercial General Liability Insurance with a combined single limit of not less than \$25,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage and contractual liability coverage for liability assumed under this Contract. The contractual liability coverage shall be of a form that does not deny coverage for operations conducted within 50 feet of any railroad hazard. In addition, said policy or policies shall be endorsed to name Railroad as an additional insured and shall include a severability of interests provision;
4. Cargo insurance in the amount of the value of the Commodity being handled. Said policy or policies shall include a waiver of subrogation in favor of Company; and
5. Trucker's Liability Insurance with a combined single limit of not less than **\$5,000,000** each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to provide contractual liability coverage for liability assumed under this Tariff, shall name NS as an additional insured, and shall include a severability of interests provision. In addition, said policy or policies shall contain Endorsement Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Section 30 of the Motor Carrier Act of 1980, or Form MCS-82 motor carrier public liability bond must be obtained.

When the IHHA and a certificate of insurance (“COI”) for a given motor carrier is presented to and approved by NS, a motor carrier is “pre-approved.” Motor carriers and their employees operating at a TBT are required to conform to all rules and procedures established for the applicable TBT.

All pre-approved motor carriers may deliver to or pull loads from a TBT. Motor carriers may be required to assist in the connection between trailer and railcar and the loading or unloading of the trailer. The motor carrier will be responsible for its equipment at all times and the driver must remain with the vehicle while loading or unloading. The motor carrier will comply with all required safety procedures. Except as provided in Item 115 C Hazardous Materials, only authorized terminal personnel will load or unload all hazardous materials.

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A motor carrier that is not pre-approved will not be allowed to enter a TBT. The approved motor carrier driver must have a valid CDL (Commercial Driver's License) in his/her possession while conducting activities at the TBT. Motor Carrier drivers must have a DOT hazardous materials endorsement if transporting hazardous materials.

The Shipper or Consignee will be responsible for providing Licensed Facilities and Contractor Facilities with the name of the motor carrier authorized to transport the product, along with recommended product transfer instructions. Only motor carriers with work to be performed at the TBT will be granted access to the TBT.

ITEM 115

OPERATIONS

The Operations section of Item 115 covers operations at a TBT, whether the TBT is a Licensed Facility or a Contractor Facility. As used in this Item, the term "Facility" refers to the Licensee, in the case of a Licensed Facility, or NS, in the case of a Contractor Facility.

A. TRANSFER SERVICES (the "Services")

Unless otherwise agreed upon by the Facility and the TBT Customer, a transfer conducted at a TBT may include the following (See Note 1):

1. Ordering and releasing of rail car.
2. Weighing of empty and loaded trucks, or Product metering depending on Product.
3. Inspection of rail car.
4. Product sampling when approved by NS.
5. Product transfer or monitoring self-loading motor carrier (See Note 3).
6. Removal, replacement and/or recording of seals.
7. Provision of motor carrier's shipment documentation.
8. Providing to Consignee and/or Shipper a terminal activity and inventory reports tracking product volume and shipment.

The actual Services provided for a particular shipment will be agreed upon by the TBT Facility and the TBT Customer.

NOTE 1: A TBT Facility will: (a) maintain and hold all applicable permits, and perform re-permitting and/or permit renewals, as the case may be, as required to perform the Services hereunder; and (b) comply with all applicable governmental rules and permits, including those relating to the protection of the environment.

NOTE 2: Customers may perform vetting of ongoing operations at TBTs provided they have made an appointment and are accompanied by the Terminal Manager.

NOTE 3: For the purposes stated herein, Services may include those above in support of "self-loading," which shall be defined as a motor carrier using equipment affixed to its equipment to perform the physical transfer of Product. Self-loaders must also supply all hoses, fittings, etc. in addition to appropriate spill containment for the transfer of Product, as determined by NS or Licensee as applicable.

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B. APPLICATION OF TERMINAL SERVICES

1. Rail Car Receipt and Handling:

An NS Distribution Services team member will allocate each TBT Customer a maximum number of rail cars that may be constructively or actually placed at any one time at a particular TBT Facility ("Maximum Car Spots"). (See Item 140, Section C, Note 2.) Once the Maximum Car Spot allocation has been made and communicated electronically to the Customer and to the TBT Facility, Shipper or Consignee will electronically transmit notice of rail cars being shipped to a TBT Facility. Cars will be ordered into a TBT Facility as required to meet the shipping schedule. If rail car will not be placed in time to meet the shipping schedule, Licensee or Contractor, as applicable, will notify Consignee as soon as possible.

All rail cars must have all outlets and hatches sealed with numerical seals prior to being shipped to a TBT Facility. Any rail car arriving with a seal broken or missing will be reported to Shipper as soon as possible. In such cases, Shipper shall advise in writing if acceptable for transloading.

The TBT Facility will perform inspection of the rail car within two working days of rail car's arrival. As part of the rail car inspection, when approved by NS, TBT personnel will withdraw a product sample at the time of transfer through the bottom outlet valves. Samples will be marked with the date, product, lot number, rail car number, compartment, and sample taker's name. These samples will be retained for up to 90 days after the last compartment is emptied unless otherwise agreed to by Consignee and the TBT Facility. Samples will be available to Consignee upon request. Outlet valves will be closed and sealed after the Consignee's samples have been collected. After the sample has been retained for 90 days, the TBT Facility will dispose of such Product according to all applicable laws and regulations.

The TBT Facility will complete a rail car inspection report. This inspection will be maintained as a permanent record in the rail car file.

Any rail car arriving at a TBT without full written description of Product including a Safety Data Sheet ("SDS") will be held at Shipper's expense awaiting adequate and proper description or further instructions on disposition of Product. If such written description shows that the Product is not one approved for transfer, that rail car will be released to Shipper for disposition, subject to all applicable terminal charges, along with any other applicable charges described in this publication or other publications.

2. Truck Scheduling and Loading

TBT Customer will provide a daily shipping schedule to the TBT Facility indicating the number of loads to be filled and purchase order numbers for the proposed loads at least one business day in advance (the "Shipping Schedule").

The TBT Customer or TBT Customer's agent will coordinate with the TBT Facility to schedule bulk trailer loading service at the TBT Facility during normal operating hours. TBT Customer must contact the TBT Facility or NS if loading service is required outside of normal operating hours.

TBT Customer will provide the TBT Facility with bill of lading ("BOL") document showing necessary shipping information. The TBT Facility will provide BOLs for all

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shipments to designated carriers from information supplied by TBT Customer.

A TBT Facility will have the final version of all TBT Customer-generated paperwork. Should a discrepancy arise between paperwork carried by motor carrier and paperwork received by the TBT Facility, the TBT Facility's paperwork will take precedence.

Facility personnel will ensure that the motor carrier is connected to the correct rail car as specified on the shipping documents before Commodity transfer begins. After loading, the bulk or tank trailer will be sealed with numerical seals. Seal numbers will be noted on BOL. It is motor carrier's responsibility to ensure that no load leaves or arrives at a TBT Facility if it is not in compliance with legal load limits.

Scale weights or meter readings will be delivered electronically to TBT Customer and/or Shipper.

3. Rejected Load Inbound Inventory Receipts

Occasionally inventory will be returned to the TBT Facility in trucks as a result of a rejected load, or returned Commodity. The TBT Facility will capture the following information on these inbound receipts:

Carrier name
Scale weight or meter
reading Rail car number
Compartment(s)
Product name
Batch number or PO
number Reason for return

Whenever possible Product that was undeliverable will be returned to the same rail car from which it originated. Product may only be re-delivered to a TBT Facility from whence the product had been transloaded.

4. Notifications to Consignee

TBT Facilities will notify Consignees of the following:

1. Whenever a rail car will not arrive in time to meet the Shipping Schedule.
2. Whenever a motor carrier fails to arrive to load for scheduled delivery.
3. Any problems with rail car or contents after arrival inspection.
4. Any problems that occur during the transloading process.
5. Any problems or questions regarding BOLs, delivery dates, etc.

5. Reports provided to Consignees

Unless otherwise agreed to inventory reports will be provided monthly and include (1) all incoming Product received during that time period, (2) all outgoing Product shipments made during that time period, and (3) the resulting ending balances by Product.

6. Ethanol Handling and Comingled Inventory

In handling ethanol, Consignee understands and agrees that TBT Facilities may comingle Consignee's Product with ethanol of a third party provided that Consignee

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shall receive the same quantity of Product from a TBT Facility as was delivered to that TBT Facility, subject to ITEM 115 (D).

Consignee shall ensure that all ethanol shipped to TBT Facilities has a valid certificate of analysis verifying that Product meets the then-current ASTM 4806 specifications for ethanol and has a denaturant level that does not exceed 2.49%. All ethanol transfers will be conducted using temperature corrected meters.

All ethanol tank cars shipped to TBTs must be equipped with a functioning air inlet pipe and valve assembly capable of ready connection to the vapor control recovery system used by the TBT to transload ethanol Product. Tank cars not meeting this requirement will be held pending disposition orders from the Shipper, and the payor of freight will bear the cost of diverting such tank cars to alternative destinations. No repairs or modifications in relation to this requirement may be made at a TBT Facility.

C. HAZARDOUS MATERIALS

For safety reasons, TBT procedures require that at least two (2) qualified people be present during the transfer of any hazardous material. A truck driver on site qualifies as one of these people only if that individual has the necessary training and qualifications confirmed by the motor carrier employing that individual. If a motor carrier employee or driver is to qualify as one of the attending personnel, said motor carrier employee or driver must stay at the transfer site and monitor the transfer process in accordance with DOT requirements.

Title 49 Code of Federal Regulations, Table 172.101 (Hazardous Material Table), as may be revised from time to time, will be used to determine if a Commodity is hazardous. NS reserves the right to refuse to handle ANY Commodity at a TBT, whether hazardous or not. Only authorized TBT Facility personnel may transfer hazardous Commodities. No preloaded tank trailers of hazardous Commodities are allowed on TBT property while the facility is closed, unless authorized in advance by the TBT Facility and NS in writing.

Prior to acquiring terminal services at a given TBT, Shipper or Consignee must provide the TBT Facility and NS a Safety Data Sheet covering the Product to be handled, and, for hazardous materials, a Handling Protocol outlining hazards and procedures for safe handling. All hazardous Commodities require pre-authorization by NS and the TBT Facility prior to billing any shipments to the TBT. Product arriving at a terminal before receipt of a Safety Data Sheet and Handling Protocol (as applicable) and NS approval of the requested Product transfer will be held subject to Track Occupancy Charges as specified in Item 140, and no transfers will take place until this information arrives and NS approval for the product transfer has been given.

D. TITLE AND RISK OF LOSS

Title to, ownership, and risk of loss of all Products and any other property delivered to a TBT Facility by or on behalf of a Shipper or a Consignee will remain solely with Shipper or Consignee, as applicable, at all times.

A TBT Facility's care and custody will begin upon rail car placement onto a TBT Facility's tracks for rail-to-truck transfers. In the case of truck-to-rail transfer, a TBT Facility's care and custody will begin upon placement of product into the rail car by transporting truck carrier.

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A TBT Facility's care and custody will terminate upon Product transfer to the transporting motor carrier's straight truck, trailer or container for rail to truck transfers. When Consignee's agent performs the Product transfer, i.e., a self-load, a TBT Facility's care and custody will terminate when Product leaves the rail car. In the case of truck to rail transfer, a TBT Facility's care and custody will terminate upon removal of rail car from the TBT Facility's tracks.

The TBT Customer is aware that there is some naturally occurring loss of Product that occurs during the loading, transportation, transloading and storage processes. A TBT Facility will not be liable to the TBT Customer for any product loss while in a TBT Facility's care and custody, which, on a quarterly cumulative basis, does not exceed:

- One percent (1%) for dry or liquid Products.
- One-half of one percent (0.5%) for fuel-grade ethanol when such fuel grade ethanol is in a comingled environment. When fuel-grade ethanol is *NOT* in a comingled environment, the standard for liquid products will apply.

In the event a TBT Facility is liable for any Loss of Product the amount paid to Consignee for such loss of Product will be no more than the quantity of the lost Product for which a TBT Facility is liable multiplied by the market value of the Product on the date of shipment less salvage value. A TBT Facility shall in no event be responsible for chemical deterioration of Product resulting from stagnant storage of Product.

The limits of NS or a Licensee with respect to activities in which each is engaged (whether directly or through a Contractor) at TBTs shall be limited to the negligence of NS, the Contractor or the Licensee, as applicable, in the performance of the services described in this Tariff. Furthermore, neither NS, the Contractor nor the Licensee shall be liable for any consequential, indirect, special or punitive damages, interest, attorneys' fees, or any amount in excess of product or car owner's actual loss concerning the Commodity shipped or the equipment utilized.

F. CHANGE OF OWNERSHIP

The TBT Customer will advise NS and the Facility in writing of any change in Product ownership. If any of TBT Customer's Product is sold, exchanged, or otherwise changes ownership while in the Facility, the TBT Customer shall nonetheless be responsible for all charges and taxes, and shall continue to be bound by this document, the same as if the Product had not been sold, exchanged, or transferred by the TBT Customer.

ITEM 116

CLAIMS

Only one claim for loss, damage and/or injury may be filed for each rail car handled under this tariff. Any claims filed more than nine (9) months after product delivery are time barred and will not be paid.

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ITEM 117

TAXES

The TBT Customer is responsible to pay all taxes and assessments that may be assessed by any governmental authority against any Product, including waste, any property of the TBT Customer, or against NS (except for income, franchise and real estate taxes) with respect to the receiving, storing, handling, shipping or disposing of any Product, Waste, or property of the TBT Customer. The TBT Customer is responsible to pay any existing or newly created or undisclosed tax in the form of a so-called "value added" tax, sales tax, rent tax, excise tax, service charge or similar tax assessment. In addition, Consignee shall pay its direct costs or pro rata share of any inventory or use tax or so-called spill tax, pollution control tax, emission fee or hazmat fee which may be assessed against TBT Facilities, any Product, any Waste, or against services provided by NS and/or Licensee or Contractor, as applicable. Furthermore, the TBT Customer shall reimburse NS for any taxes or charges NS may be required to pay in regard to the Product, Waste or property of the TBT Customer.

ITEM 118

STATUS OF THE PARTIES

NS and Licensee will at all times in connection with these Services be an independent contractor vis-à-vis the TBT Customer. Licensed TBTs are operated under license with NS while Contractor TBTs are operated by contractors on behalf of Railroad.

ITEM 119

LIABILITY LIMITS

The liability of NS and/or the Facility with respect to activities in which each is engaged at TBTs shall be limited to the negligence of NS and the TBT Facility in the performance of the services described in this tariff. Furthermore, neither NS nor the TBT Facility shall be liable for consequential, indirect, special or punitive damages, interest, attorneys' fees, or any amount in excess of product or car owner's actual loss concerning the Commodity shipped or the equipment utilized.

ITEM 120

RECORDS

The TBT Customer will execute in its name, pay for and furnish to the TBT Facility all information, Safety Data Sheets, certificates of analysis, documents, labels, placards, containers and other materials and data which may be required by applicable rules, regulations or laws of any federal authority relating to the describing, packaging, receiving, storing, handling, shipping or disposing of any Product to or from the TBT Facility, together with detailed written instructions as to their use and disposition. The TBT Customer must

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notify NS and the TBT Facility of any changes in any of the information or materials identified above and to supply revised information or materials. The Facility may report to any governmental or regulatory body as required by said applicable, rules, regulations of laws; in regard to Products and activities of the TBT Customer, and the TBT Customer will provide such information to NS and the TBT Facility as necessary to comply with said applicable laws, rules and regulations of any federal authority.

ITEM 140

TRACK OCCUPANCY CHARGES, DEMURRAGE, AND RELATED CHARGES

A. TRACK OCCUPANCY CHARGES (TOCs)

This item will apply on railroad or private cars (See Notes 1 and 2) constructively placed or actually placed at a TBT, whichever occurs first, in lieu of demurrage and storage provisions contained in Tariff NS 6004-Series. Once a rail car is placed (See Note 2), "free time" (including Saturdays, Sundays and Holidays) will be allowed as follows:

<u>Car Type</u>	<u>Free Days²</u>	<u>All Subsequent Days</u>
Private Railcars, Non-Hazardous	4	\$60 per day
Private Railcars, Hazardous	4	\$160 per day
Private Railcars, Empty ¹	0	\$3 per day
Railroad Cars	4	\$150 per day

Note 1: Applicable only on empty private railcars moving into the TBT on a revenue waybill, or released empty from a prior loaded revenue movement subsequent to the release date when approved by NS in advance. Empty private railcar storage capacity is subject to availability and empty private railcars must be released on thirty (30) days' notice by NS or its agent.

Note 2: Railcars in an amount exceeding the Maximum Car Spots shall not be entitled to any Free Days at any time. Empty Private Railcars exceeding the Maximum Car Spots shall immediately be subject to the Private Railcars, Non-Hazardous TOC rate.

B. BILLING & COLLECTION

For Inbound shipments to a TBT, the Consignee of record is responsible for Track Occupancy Charges incurred at the TBT. For Outbound shipments from a TBT, the Shipper of record is responsible for TOCs incurred at the TBT. If a bill of lading error occurs such that NS, a Licensee, an NS Contractor, or the Facility is listed as the Consignee for Inbound shipments, the Shipper will be responsible for TOCs. If NS, a Licensee, an NS Contractor, or the Facility is listed as the Shipper for Outbound shipments, the Consignee will be responsible for TOCs. TOCs may be billed on behalf of NS by a third party billing agent. In any such case, the extension of credit or the

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requirement of a security deposit for said TOC and Other Charges below shall be governed by NS Conditions of Carriage #1 Series, Rule 300 Extension of Credit and Freight Tariff NS 8002 Series, Item 6160, Security Deposits For Payment Of Demurrage Storage And Other Accessorial Charges, respectively.

C. NOTES AND OTHER CHARGES

- NOTE 1:** A private car is a rail car bearing other than railroad reporting marks.
- NOTE 2:** Constructive placement is the date the rail car is available to be switched into the TBT. Actual placement is the date the rail car was physically placed in the TBT. The release date is the date of final transfer. A rail car will not be released until the TBT is furnished specific written instructions as to the disposition of the rail car. If disposition instructions are not received by 12:00 PM of a particular day, then the date of final transfer will not be until the following business day.
- NOTE 3:** When a rail car is constructively or actually placed at a TBT and subsequently reshipped without any product transfers having been made, a TBT Facility charge of \$500 per rail car will be assessed to the party issuing the reshipping instructions, in addition to all other applicable charges.
- NOTE 4:** At any time following actual placement of a rail car on a TBT facility, if 30 consecutive days pass without the product being removed from or loaded into a rail car without the rail car being released loaded or empty, NS reserves the right to remove such car(s) from the TBT. The Shipper or Consignee, as applicable, of the rail car shall pay a TBT Facility charge of \$500 per rail car for this removal. Track Occupancy Charges per this item will continue to accrue until such time as the car is released empty.

ITEM 150

HOURS OF SERVICE & OVERTIME CHARGES

Except where specified for Contractor Facilities, normal working hours at the TBT facilities are from 7:00 A.M. to 6:00 P.M., exclusive of Saturdays, Sundays and Holidays (See Item 185).

All loading, unloading, and other services must be ordered at least one business day in advance and reconfirmed during business hours the day prior to the day that loading, unloading, and other services are needed. Every attempt will be made to accommodate emergencies and requested times, but loading spots and other circumstances may require occasional modifications of requested times.

When loading, unloading or other services are required prior to or after published hours of operation, arrangements must be made with the Facility in advance. When loading, unloading, and other services are to begin within one hour of closing, written authorization for overtime to complete the process (if required) must be submitted before the process begins. The charge for Overtime per hour or fraction thereof for loading, unloading or other services before or after normal working hours will be that described in Item 112 B, in addition to all other applicable charges (See also the Exception below).

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When loading, unloading or other services are requested at the TBT on Saturdays, Sundays or Holidays (See Item 185), or when terminal personnel are required to make an extra trip to the terminal rather than performing continuous service, arrangements must be made in advance with the Facility. The charge for Overtime per hour or fraction thereof will be that described in Item 112 B subject to a four (4) hour minimum per person, in addition to all other applicable charges for service provided.

Authorization for overtime must be received in writing from the party responsible for paying terminal charges.

EXCEPTION: No additional charges will be assessed if the motor carrier is at the TBT and ready for loading one and a half hours before closing, and the delay causing the overtime is the fault of the Facility.

ITEM 185

HOLIDAYS

Wherever in this tariff reference is made to "Holidays" it means the following:

New Year's Day	Thanksgiving Day
Labor Day	Memorial Day
Independence Day	Christmas Day

NOTE: In the event one of the above Holidays occurs on a Sunday, the following Monday will be considered as the Holiday for the purpose of this tariff. If it falls on a Saturday, it is lost.

ITEM 190

EXPLANATION OF ABBREVIATIONS

<u>ABBREVIATION</u>	<u>EXPLANATION</u>
BOE	Bureau of Explosives
COI	Certificate of Insurance
CDL	Commercial Driver's License
IHHA	Indemnity and Hold Harmless Agreement
NS	Norfolk Southern Railway Company
NSO	National Service Order
PPE	Personal Protective Equipment
RER	Railway Equipment Register
SDS	Safety Data Sheet (formerly Material Safety Data Sheet)
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
TBT	Thoroughbred Bulk Transfer Facility
UFC	Uniform Freight Classification Committee, Agent

THE END