

NS 9328-K
CANCELS
NS 9328-J

NORFOLK SOUTHERN RAILWAY COMPANY

THOROUGHbred BULK TRANSFER

**FREIGHT TARIFF NS 9328-K
CANCELS
FREIGHT TARIFF NS 9328-J**



**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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TARIFF NS 9328-K

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

PARTICIPATING CARRIER

ABBREVIATION	NAME OF CARRIER
NS	NORFOLK SOUTHERN RAILWAY COMPANY

ITEM 5

GOVERNING CLASSIFICATION AND EXCEPTIONS

Governed by the provisions of UFC 6000 Series, Uniform Classification Committee, Agent, and NS Conditions of Carriage No. 1. (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.

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

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

As used in this tariff, (a) when a shipment is transloaded at destination, (i) “Consignee” means the person that owns the product that will be transloaded (the “Product”) at the time the Product is delivered to the TBT by rail; and (ii) “Shipper” means the person who is the consignor of the inbound rail shipment of the Product to the TBT Facility; (b) when is shipment is transloaded at origin, (i) “Shipper” means the person that owns the Product at the time the Product is delivered to the TBT by truck, and (ii) “Consignee” means the person who is the consignee of the inbound rail shipment of the Product from the TBT Facility. A “**TBT Customer**” is a person that utilizes the transfer services at the TBT. A TBT Customer could be either the Shipper (Outbound) or the Consignee (Inbound), but **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)	
RR Station:	(Beneficial Owner at Destination)
Care of Party:	NS TBT
Address:	Address (see Item 110 A.)
Station:	City, ST

Rail Outbound (from a TBT)	
Shipper:	RR Station
Care of Party:	NS TBT
Address:	Address (see Item 110 A.)
Station:	City, ST

NS 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.

The provisions of this tariff will apply to the transloading and handling of Dry and Liquid commodities that NS has authorized to be handled at designated Thoroughbred Bulk Transfer facilities (a “TBT Facility” or “TBT” Facilities”) at the following locations:

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

A. LICENSED FACILITIES

RR Station	Address	City	State	Zip
Wilmington	1280 Railcar Ave.	Edgemoor	DE	19802
Jacksonville	3340 W. 20th St.	Jacksonville	FL	32254
Miami	3601 NW 62nd St.	Miami	FL	33147
Augusta	590 Taylor St.	Augusta	GA	30930
Dalton	2059 South Hamilton St.	Dalton	GA	30720
Chicago	1702 1/2 E. 103 St.	Chicago	IL	60617
Louisville	595 N. 34th St.	Louisville	KY	40212
Somerset	300 Thoroughbred Dr.	Ferguson	KY	42533
Willis	6525 McKean Rd.	Ypsilanti	MI	48197
Winston-Salem	5035 Old Walkerton Rd.	Winston-Salem	NC	27105
Winston-Salem	1205 Railway Ln.	Winston-Salem	NC	27107
Buffalo	50 Bison Pkwy	Buffalo	NY	14227
Clare	5555 Wooster Pike	Cincinnati	OH	45227
Buckeye Yd,	5075 Fisher Rd.	Columbus	OH	43228
Cleveland	1431 Chardon Rd.	Euclid	OH	44117
Crafton	2000 Napor Blvd.	Pittsburgh	PA	15205
Chattanooga	1901 Rossville Ave.	Chattanooga	TN	37409
Baltimore	2150 S. Newkirk St.	Baltimore	MD	21224
Maidsville	Yard Track 11 (change to po box)	Maidsville	WV	26505

B. CONTRACTOR FACILITIES

RR Station	Address	City	State	Zip
Norcross	2325 Weaver Way	Doraville	GA	30340
Pineville	2820 Nevada Blvd.	Charlotte	NC	28273
Elizabeth	123 Dowd Ave.	Elizabeth	NJ	07206
Pottstown	291 South Keim St.	Pottstown	PA	19464
Sunbury	1400 Susquehanna Ave.	Sunbury	PA	17801
Spartanburg	7525 Asheville Highway	Spartanburg	SC	29303
Chattanooga	4303 Jersey Pike Rd.	Chattanooga	TN	37421
Cameron	1000 South Van Dorn St.	Alexandria	VA	22304
Petersburg	1301 E. Washington St.	Petersburg	VA	23803
Roanoke	810 Hollins Rd.	Roanoke	VA	24012

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

The purpose of this tariff is to advise NS Shippers and Consignees of the services they may expect and the obligations they may 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 Dry and Liquid Commodities in bulk when appropriate infrastructure and equipment for handling such Commodities are available and the given commodity has been authorized for transloading at the Facility in writing by NS.

Norfolk Southern reserves the right to refuse to handle any Commodity at its sole discretion.

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 include the items referenced in Item 115. 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 and charged 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. However, charges for the services listed below shall be no greater than the charges set forth below. Any Shipper or Consignee may at any time communicate with NS or the Licensee if it believes the transfer charges to be non-competitive based on market conditions.

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

A. MAXIMUM TRANSFER CHARGES

Maximum transfer charges are applicable on shipments transferred **from rail car to truck or vice versa** at the Licensed Facilities.

On commodities transferred in bulk at the licensed facilities, the following maximum charges, subject to a minimum weight of 45,000 pounds per truckload per transfer, may be assessed for transfer at Licensed Facilities, subject to NS approval of the specific product for transloaded at the particular facility:

DRY BULK

	<u>Per 100 pounds</u>
Mechanical Conveyor or Auger Transfers	\$0.35
Plastics (STCC 28-211-XX)Transfers	\$0.33
Pressure Differential Transfers	\$0.33
Other dry Bulk Products	\$0.40
Hazardous Solids (Other than flammables)	\$0.47
Self- Loading [Non-hazardous products only]	\$75.00 per trailer

LIQUID BULK

	<u>Per 100 pounds</u>
Non-hazardous Liquids	\$0.33
Hazardous Liquids (Other than flammables)	\$0.47
Flammables	(Individually Priced)

SPECIAL SERVICES

Additional scale weights	\$25.00 per weight
*first set of weights (inbound/outbound) included in transfer	
Tank Car Heating Charge	(Individually Priced)
Recirculation Charge	\$35.00 per hour
Inert Gas supplied by Shipper or Consignee	\$30.00 per hour
Packaging	(Individually Priced)
Replenishment Loading (see Note 2)	\$500.00 per Trailer

NOTE 1: Multiple commodities may be loaded in a compartmentalized trailer for an additional charge of \$60.00 for each additional commodity or compartment loaded.

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.

NOTE 3: For the purposes stated herein, "self loading" 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 dictated by the Facility.

B. BILLING OF CHARGES

At a Licensed Facility, unless arrangements to the contrary are made prior to shipment, charges for terminal services described above will be billed to the TBT Customer by the Licensee. Track Occupancy Charges (Item 140) will be charged, established and billed by NS through its third party billing agents.

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

If credit privileges are granted (a determination made on an individual basis), terms for the payment of Track Occupancy Charges will be 15 days from the invoice date.

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 products 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 directly by the Contractor Facilities to the Shipper or Consignee except for assesorial charges, as described below. Hours of service and overtime charges are described in item 150. A four hour minimum charge will apply to any overtime request resulting in non-contiguous service including but not limited to weekends and holidays, 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.

- a) Overtime shall be billed at a rate of \$60 per man hour
- b) Product heating shall be billed at a rate of \$50 per hour if boiler is gas fired, \$60 per hour if boiler is oil fired.

B. INSURANCE

If Shipper or Consignee carries any insurance on the 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.

ITEM 113

MOTOR CARRIER ACCESS

A TBT Customer may retain a motor carrier to deliver or haul away Product at a TBT. Before being allowed on TBT property, a motor carrier must execute an Indemnity and Hold Harmless Agreement covering the motor carrier's activities while at the TBT. When this agreement is fully executed, 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. Separate indemnity agreements must be executed for each Licensed Facility and for Contractor Facilities in general.

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. Authorized terminal personnel will load or unload all hazardous materials.

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

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 section, 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. Order/Release of rail car.
2. Empty/Loaded trailer weights or product metering depending on product.
3. Inbound/Outbound inspection of rail car.
4. Take product samples when approved by NS.
5. Perform product transfer or monitor self loading motor carrier (See Item 111 Note 3).
6. Remove/Replace and record seals.
7. Provision of motor carrier's shipment documentation.
8. Provide Consignee and/or Shipper with terminal activity and inventory report tracking product volume and shipment.

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

NOTE 1: A 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 TBT's provided they have made an appointment and are accompanied by Terminal Manager.

B. APPLICATION OF TERMINAL SERVICES

1. Rail Car Receipt and Handling:
Shipper or Consignee will electronically transmit notice of rail cars being shipped to a Facility. Cars will be ordered into 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.

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

All rail cars must have all outlets and hatches sealed with numerical seals prior to being shipped to a Facility. Any rail car arriving with a seal broken or missing will be reported to Consignee as soon as possible. Consignee will advise if acceptable for use.

The 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, personnel at the TBT 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 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 Facility will dispose of such materials according to all applicable laws and regulations.

The 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 lading will be held at Shipper's expense awaiting adequate and proper description or further instructions on disposition of lading. 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 Facility indicating the number of loads to be filled and purchase order numbers for the proposed loads (the "Shipping Schedule").

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

TBT Customer will provide the Facility with bill of lading ("BOL") document showing necessary shipping information. Facility will provide BOLs for all shipments to designated carriers from information supplied by TBT Customer.

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 Facility, the Facility's paperwork will take precedence.

It is motor carrier's responsibility to ensure that no load leaves the Facility if it is not in compliance with legal load limits.

Facility will ensure that the motor carrier is connected to the correct rail car as specified on the shipping documents before product transfer begins.

After loading, if load is road legal, bulk or tank trailer will be sealed with numerical seals. Seal numbers will be noted on BOL. If load exceeds DOT load limits, the motor carrier will ensure that an appropriate volume of Product will be returned back into the rail car before bulk or tank trailer can be released from the Facility.

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

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

3. Rejected Load Inbound Inventory Receipts
Occasionally inventory will be returned to the Facility in trucks as a result of a rejected load, or returned material.

The 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 Facility from whence the product had been transloaded.

4. Notifications to Consignee
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 shipments made during that time period, and (3) the resulting ending balances by commodity.
6. Ethanol Handling and Comingled Inventory
In handling ethanol, Consignee understands and agrees that Facilities may comingle Consignee's product with ethanol of a third party provided that Consignee shall receive the same quantity of Product from the Facilities as was delivered to the Facilities, subject to ITEM 115 (D).

Consignee shall ensure that all ethanol shipped to Facilities shall have a valid certificate of analysis verifying 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 the TBTs for transfer 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 facility to transload the ethanol product. Tank cars not meeting this requirement will be held pending disposition orders from the shipper, and original payer 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 the Facility.

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

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 they have the necessary training and qualifications confirmed by the motor carrier employing them. 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 product is hazardous. NS reserves the right to refuse to handle ANY commodity at a TBT, whether hazardous or not. Only authorized Facility personnel may transfer hazardous commodities. No preloaded tank trailers of hazardous materials are allowed on TBT property while the facility is closed, unless authorized by the Facility and NS in writing.

Prior to acquiring terminal services at a TBT, Shipper or Consignee must provide the Facility and NS a Material Safety Data Sheet ("MSDS") covering the commodity to be handled, and, for hazardous materials, a Handling Protocol outlining hazards and procedures for safe handling. All hazardous materials require pre-authorization by NS and the Facility prior to billing any shipments to the terminal. Commodity(ies) arriving at a terminal before receipt of an MSDS 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 be accomplished 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 Facility by or on behalf of a Shipper or a Consignee will remain solely with Shipper or Consignee, as applicable, at all times.

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

A Facility's care and custody will terminate upon Product transfer to the transporting truck carrier's container for rail to truck transfers. When Consignee's agent performs the product transfer, a self load, a Facility's care and custody will terminate when Product leaves the rail car. In the case of truck to rail transfer, a Facility's care and custody will terminate upon removal of rail car from the 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 Facility will not be liable to the TBT Customer for any product loss while in a 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.

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

In the event a 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 Facility is liable multiplied by the market value of the Product on the date of shipment less salvage value. A 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.

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 the 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.

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

ITEM 118

STATUS OF THE PARTIES

NS and Licensee will at all times in connection with these Services be an independent contractor vis a 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 Facility in the performance of the services described in this tariff. Furthermore, neither NS nor the 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 Facility all information, material 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 Facility, together with detailed written instructions as to their use and disposition. The TBT Customer must notify NS and the 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 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. BILLING & COLLECTION

For Inbound shipments, to a TBT, the Consignee of record is responsible for demurrage or Track Occupancy Charges (TOC) incurred at the TBT. For Outbound shipments, from a TBT, the Shipper of record is responsible for demurrage or Track Occupancy Charges incurred at the TBT.

If NS, a Licensee, an NS Contractor, or the Facility is listed as the Consignee for Inbound shipments, the shipper will be responsible for demurrage or TOC. If NS, a Licensee, an NS Contractor, or the Facility is listed as the Shipper for Outbound shipments, the Consignee will be responsible for demurrage or TOC.

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

Billing and Collecting may be handled by a 3rd party billing agent on behalf of Norfolk Southern.

B. PRIVATE CAR TRACK OCCUPANCY CHARGES (TOC)

This item will apply on 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. Track occupancy charges will be billed to the Shipper or Consignee of the Commodity on behalf of NS by or through its third party billing agent.

Once a rail car is constructively or actually placed (See Note 2), "free time" (Including Saturdays, Sundays and Holidays) will be allowed as follows:

<u>Car Type</u>	<u>Free Days</u>	<u>All Subsequent Days</u>
All Private Railcars	10	\$50 per day

B. RAILROAD CAR DEMURRAGE

All railroad owned or controlled cars (See Notes 1 and 2) will be subject to demurrage under the provisions of Tariff NS 6004-Series. Demurrage charges will be billed to the Shipper or Consignee.

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.
- 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 facility charge of \$500 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 a rail car, NS reserves the right to remove such car(s) from the TBT. The Shipper or Consignee of the rail car shall pay a charge of \$500 for this removal. This charge will be assessed each time a rail car sits for 30 consecutive days without product being removed and the rail car is moved. 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).

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

All loading, unloading, and other services must be ordered 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 loading, unloading or other services before or after normal working hours will be at a rate of \$60 per person per hour or fraction thereof, in addition to all other applicable charges (See also the Exception below).

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 this service will be \$60 per hour per person 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 Years Day	Thanksgiving Day
Labor Day	Memorial Day
Independence Day	Christmas Day

(See Note)

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.

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

ITEM 190

EXPLANATION OF ABBREATIONS

<u>ABBREVIATION</u>	<u>EXPLANATION</u>
BOE	Bureau of Explosives
CDL	Commercial Driver's License
MSDS	Material Safety Data Sheet
NS	Norfolk Southern Railway Company
NSO	National Service Order
PPE	Personal Protective Equipment
RER	Railway Equipment Register
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
TBT	Thoroughbred Bulk Transfer
UFC	Uniform Freight Classification Committee, Agent

THE END