

# NEW ORLEANS PUBLIC BELT RAILROAD CORPORATION



## FREIGHT TARIFF 9000

(Cancels Freight Tariff 8003-D)

### General Rules and Charges Governing Switching and Demurrage

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ISSUED BY:

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#### **CANCELLATION NOTICE**

Freight Tariff NOPB 9000 cancels Freight Tariff NOPB 8003-D, as supplemented.

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## **ITEM 5**

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

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

## **ITEM 10**

### **METHOD OF CANCELLING ITEMS/RULES**

As this Tariff is supplemented, numbered items/rules with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.

Example 1: Item 100-A cancels Item 100 and Item 300-B cancels Item 300-A in a prior supplement which, in turn, cancelled Item 300.

## **ITEM 15**

### **CONSECUTIVE NUMBERS**

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

## **ITEM 20**

### **TERMS DEFINED**

As used in this Tariff, the following terms have the meaning indicated:

"AAR" means the Association of American Railroads.

"BNSF" means BNSF Railway Company.

"Car" includes any type of railroad freight car, passenger car, scale or track test car, or single platform in an articulated unit.

"CSX" means CSX Transportation, Inc.

"Customer" means any industry, consignor, consignee, shipper, receiver, warehouse, transloader, stevedore, marine terminal or wharf, or agents thereof located on NOPB's lines.

"CN" means Illinois Central Railroad Company, d/b/a CN.

"KCS" means The Kansas City Southern Railway Company.

"NOPB" means New Orleans Public Belt Railroad Corporation.

"NS" means Norfolk Southern Railway Company and The Alabama Great Southern Railroad Company.

"ShipperConnect" means GE/Wabtec's on-line Customer Portal which allows NOPB-served customers to request spots, pulls, intra-plant switches and other service requests, and includes the electronic billing

of lading (eBOL) function accessible via ShipperConnect. ShipperConnect access can be arranged in coordination with NOPB and GE/Wabtec personnel.

"Special Handling" means additional service as may be determined by NOPB to accommodate safe handling and movement of shipments which cannot be handled in regular train operation or during normal operating hours.

"STCC" means Standard Transportation Commodity Code, as published in Tariff STCC 6001-Series.

"Tariff" means this NOPB Freight Tariff 9000, as supplemented from time to time.

"UP" means Union Pacific Railroad Company.

## **ITEM 25**

### **ALL APPLICABLE CHARGES DEFINED**

When circumstances require cars be moved on, off or via NOPB lines in a manner not consistent with original bill of lading, each applicable charge in this tariff will apply separately and cumulatively. Charges could include inter-terminal, intra-terminal or intra-plant switching, waiting time, set-back, diversion, overloaded car, or any other charge defined in this Tariff.

All applicable charges will be assessed to each car movement. It shall not be assumed that because a movement triggers one charge, it is exempt from all others.

## **ITEM 30**

### **CREDIT TERMS AND PAYMENT FOR SERVICE**

Accounts not paid within thirty days from date of receipt of invoice will be charged a late payment fee of 1 ½% per month, 18% annually.

Credit will be granted solely at the discretion of NOPB, upon completion and approval of a CREDIT APPLICATION FOR TRANSPORTATION CHARGES (Addendum #1). NOPB reserves the right to require prepayment of switching and other charges published herein.

A security deposit to insure payment of any demurrage, detention, storage or any other accessorial charges that may accrue may be required from any customer which has a history of delinquency or non-payment of NOPB invoices. The security deposit will be in an amount determined by NOPB as adequate to offset estimated or average accessorial charges for two months. When required, a security deposit must be paid in cash, certified check, cashier's check or money order before any car is delivered to such customer for loading or unloading.

If an invoice is not paid when due, immediately thereafter NOPB will satisfy the invoice by drawing against the security on deposit. Thereafter, the customer must immediately reinstate the full amount of the required security deposit.

If a customer is the subject of congestion, NOPB may issue and maintain an embargo against all rail transportation by NOPB to and from that customer while congestion exists or otherwise continues, irrespective of customer compliance or non-compliance with the security deposit provisions in this Item.

Because deposits are established due to delinquencies or non-payment of charges, no interest will be paid by NOPB on any security deposited with it. It is within the discretion of NOPB to determine when issues of delinquency have been resolved and when the customer is no longer required to maintain a

security deposit. Should rail service to the customer no longer be required, the security on deposit will be released and returned, upon satisfaction of all outstanding bills.

**ITEM 35**

**EXPLOSIVES, DANGEROUS ARTICLES**

For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000-series.

**ITEM 40**

**DEMURRAGE**

All cars handled under this Tariff from and to customers or tracks served by NOPB will be subject to the demurrage rules, regulations and charges published in Item 300.

**ITEM 45**

**LIMITATION OF LIABILITY**

Unless amended by written agreement or election of the alternate liability terms offered below, NOPB's liability for loss, damage or delay of freight, if any, shall be limited to the lesser of the actual value of the cargo or \$50,000 per railcar. In no event shall NOPB be liable for any incidental, special, indirect or consequential damages arising out of or related to services provided pursuant to this Tariff.

NOPB offers and customers may elect to utilize transportation services subject to the full liability terms and conditions of 49 U.S.C. Section 11706 (the Carmack Amendment) at a higher rate obtained in advance by contacting the NOPB Business Development Department at 504-896-7415 or 7440 and explicitly noting the full liability rate on shipping instructions and/or the bill of lading. Customers that decline to exercise this option are deemed to waive Carmack Amendment protections and have agreed to the general limitations of liability specified above.

Notwithstanding any other tariff, contract or legal provision, NOPB shall not be subject to the provisions of the Carmack Amendment when providing destination switching service.

**ITEM 50**

**CARS HELD AWAITING INSTRUCTIONS (WAITING TIME)**

If NOPB is in possession of a car and advancement of said car is stopped by the customer or connecting carrier, a charge of \$125 per car per day will be assessed to party initiating stoppage. Charges will begin at time of stoppage and will stop when car is interchanged off of NOPB lines or placed on customer tracks. Charges will be applied by the day, or fraction thereof.

**ITEM 55**

**DELIVERY OF INDUSTRY SERVICE INSTRUCTIONS**

All customer service instructions shall be transmitted via ShipperConnect (or other automated and integrated system designated by NOPB). NOPB will process service requests made via email, telephone, facsimile, or other means for a fee of \$75 per car. This Item applies to any service instruction (ordering

cars in, releasing empty cars, releasing loaded cars, intra-plant switching requests, etc.) which can be completed using available automated means.

#### **ITEM 60**

##### **ELECTRONIC ADVANCE CONSIST REQUIREMENTS**

For trains interchanged to NOPB by a connecting carrier, an electronically provided advance consist (EDI 418) shall be provided to NOPB no later than two (2) hours prior to interchange. If an EDI 418 is not provided within this timeframe, NOPB reserves the right to decline acceptance of the train in interchange. Alternatively, a \$225/consist administration fee will apply for the manual administration of an intended automated process.

#### **ITEM 65**

##### **CHARGES ON CARS RECEIVED WITHOUT NECESSARY FORWARDING DATA**

When a car, empty or loaded, is received from a connecting carrier or a customer without necessary data for forwarding, and must be classified as a hold car, a \$340 penalty charge will be assessed against the delivering carrier or customer. All other applicable charges, including the charges in Item 50, will apply.

Note: The character of the necessary data will be determined by NOPB in accordance with the conditions of its service and industry practice.

#### **ITEM 70**

##### **INTERCHANGE ERROR CHARGES**

Any car that is delivered in interchange to NOPB in error and is required or requested to be returned to the delivering carrier will be assessed a charge of \$450 per car, in addition to regular switching charges.

The charge will be assessed to the delivering carrier.

#### **ITEM 75**

##### **CHARGES ON CARS HELD FOR TRANSFER OR ADJUSTMENT OF LADING**

When cars are determined by NOPB to be unsafe for movement and are held for transfer or adjustment of lading, an administrative fee of \$225 per car will apply in addition to all applicable switching and accessorial charges. NOPB shall not be responsible for transfer or adjustment of lading. Any subsequent car movement required for transfer or adjustment of lading shall be performed in Special Train Service pursuant to Item 95.

The fee will be assessed to the party responsible for the switching charges on the car assessed under this Tariff.

#### **ITEM 80**

##### **MECHANICAL REFRIGERATION SERVICE CHARGE**

NOPB will perform an inbound inspection (See Note 1) on all loaded mechanical refrigeration cars for account of the delivering carrier (See Note 2). A fee of \$135 per car will be charged for each inspection.

Note 1: Record will be made of car air temperature as shown by dial thermometer, amount of fuel in tanks as shown by fuel gauge, and whether or not engine is running.

Note 2: It is the obligation of the delivering carrier to deliver a mechanical refrigeration car with the mechanical unit operating properly.

Note 3: Charges may be assessed to any customer, delivering carrier or parties requesting cars held or switched for mechanical refrigeration service of the car (Item 50).

If the mechanical refrigeration inspection indicates that the unit is not operating properly, the car will be set out for refrigeration service, and all applicable switching and accessorial charges will apply.

Subsequent refrigeration service charges, such as refueling expenses and/or charges for repairs are in addition to the above charge.

#### **ITEM 85**

##### **RUN THROUGH/OVERHEAD TRAIN SERVICE**

Upon request and when resources are available, NOPB will provide overhead train service for trains with locomotive power received from a delivering carrier for movement to another connecting carrier with no switching en route. The charge for this service is \$3,000 per train, and will be billed to the delivering carrier. Service under this Item is subject to agreement with the delivering carrier regarding locomotive and fuel use, liability, and other operational arrangements.

#### **ITEM 90**

##### **CIRCUS AND EXCURSION TRAINS**

Circus, carnival, excursion and other unique trains will be handled by special contract only.

#### **ITEM 95**

##### **SPECIAL TRAIN SERVICE**

NOPB will assess a charge of \$3,000 for power and crew (engineer, conductor and brakeman) whenever a customer requests an engine and crew for its exclusive use.

Note 1: Charge will allow eight (8) hours of locomotive and crew usage.

Note 2: An additional \$550 will be charged for each additional hour, or fraction thereof, the locomotive and crew are in use up to a maximum of twelve (12) hours.

Note 3: Charges will be computed from the time the crew comes on duty until the crew returns to its home terminal to end its tour of duty.

Note 4: Special Train Service will be provided subject to availability of motive power and crew, and will be provided at the sole discretion of NOPB.

Note 5: This charge will be in addition to any switching charges due to NOPB.

Note 6: Special Train Service is required when cars over 73' in length are interchanged to or from NS. This is due to an NS-issued route restriction at the standard NOPB/NS interchange point causing extra-length cars to be interchanged at a satellite location.

## **ITEM 100**

### **TURNING OF EQUIPMENT**

NOPB will not be responsible for turning equipment on its line. If equipment received is accepted and NOPB or customer determines it must be turned by delivering carrier, the charges in Item 70 will apply in addition to regular switching charges.

If NOPB is requested to turn equipment on its line, a \$300 turntable charge will apply in addition to regular switching charges.

Locomotives will be turned to facilitate forward facing, or "short hood", movement for interchange if no appropriate facing locomotive is available. Charges will be billed to the connecting carrier who delivered locomotive consist. NOPB will also turn locomotives at the request of the locomotive owner. An \$800 fee will apply for turning locomotives.

Note 1: All equipment for turning must not exceed a maximum 318,000-lbs. gross weight. Locomotives are excluded from weight restriction. Equipment defined as Oversized Shipments under Item 190 is excluded from this service.

Note 2: Charges for turning equipment other than locomotives will be assessed to the customer or other party requesting the service.

## **ITEM 105**

### **OVERLOADED CARS**

NOPB will not accept from customers or connecting carriers, for transportation over NOPB's lines, cars that are loaded in excess of load limit markings. This provision does not apply to overloaded cars returned by a connecting carrier which were originally loaded by an NOPB customer.

Where cars loaded on customer tracks, or by customers at public delivery (team) or wharf tracks, are returned by a connecting carrier account loaded in excess of load limit markings, NOPB will return the car to the customer for removal of the excess load, and the fee specified below will be assessed to the customer.

A penalty of \$225 per overloaded car will be charged to the customer who loaded the car on origin moves, or the delivering carrier on inbound moves, in addition to all applicable switching and accessorial charges associated with the handling and respotting of the overloaded car.

The load limit is the maximum load permissible on or in the car, and includes all materials loaded.

## **ITEM 110**

### **DIVERSION CHARGE**

Any car that is received by NOPB and requested to be diverted to any interchange or destination other than originally specified on the bill of lading or waybill will be assessed a charge of \$225 per waybill in addition to any applicable switching and accessorial charges.

The charge will be assessed to the customer, delivering carrier or other party requesting the diversion.



## **ITEM 115**

### **STORAGE OF PRIVATE CARS**

All cars, railroad and privately owned, on NOPB lines will be governed by demurrage rules outlined in Item 300 of this Tariff unless an active storage contract is in place between customer and NOPB. NOPB does not allow storage of railroad-owned equipment on its line.

## **ITEM 120**

### **DELIVERY ON PUBLIC DELIVERY (TEAM) AND OTHER TRACKS**

NOPB will accept from its connecting carriers carload shipments to be switched for delivery on its public delivery (team) tracks, or to designated sidings or tracks within NOPB yard facilities, except that tracks serving the public wharves and/or marine terminals are exclusively for delivery of cars to the water carriers to which wharf allotments have been specially assigned or leased by the Board of Commissioners of the Port of New Orleans.

Public delivery (team) tracks are certain designated tracks set aside or assigned for the purpose of placing carload shipments thereon for unloading or for placing empty cars thereon for loading. Customer must have written approval and fully executed release and indemnification form submitted to NOPB prior to use of an NOPB public delivery (team) track. A usage fee of \$225 per car per day will be applied for the use of such NOPB facility, assessed against the customer.

## **ITEM 125**

### **CONNECTING CARRIERS' SWITCHING CHARGES IN ADDITION**

On cars consigned from NOPB origins to connecting carriers for delivery within the switching limits of New Orleans, rates herein specified will apply, plus the connecting carrier's applicable switching charges.

## **ITEM 130**

### **TEST EQUIPMENT**

On scale test cars used to test privately-owned scales, a charge of \$1,100 will be assessed and collected from the owner of the scale for switching service performed.

## **ITEM 135**

### **CARS ORDERED NOT USED**

If an empty car is ordered for loading and either (a) the car has been actually or constructively placed and is subsequently released back to NOPB without being loaded and billed, or (b) the car order is cancelled after the car has been received by NOPB in interchange but prior to placement, the inter-terminal switching charge shown in Item 160 will be assessed to the customer ordering the car, except when the car is rejected by the customer as unfit for loading, in which event the charge will be assessed to the delivering carrier. Such charge shall be in addition to applicable demurrage and other charges.

## **ITEM 140**

### **CARS ORDERED AND CANCELLED ENROUTE**

If NOPB has placed an empty car order on behalf of a customer and instructions are later received by NOPB to cancel the car order prior to NOPB's receipt of the ordered car(s), a charge of \$150 per car will be assessed to the customer for all cars which have been applied to the order.

## **ITEM 145**

### **CANCELLATION OF SERVICE REQUESTS ALREADY PROCESSED**

If a customer orders service through ShipperConnect and order has been processed to be reflected in NOPB inventory and customer subsequently requests that the order be cancelled, a \$75 administration fee will apply. Example includes cancelation of release on cars released prematurely. This Item does not apply to cancelled or unused empty car orders covered by Items 135 and 140.

## **ITEM 150**

### **SERVICE REQUESTS UNABLE TO BE EXECUTED BY CUSTOMER ERROR**

Customer deliveries or service requests which are unable to be executed by NOPB due to customer error, action or omission will incur an attempt fee of \$400 per car. Examples include facility gates being locked, hoses left connected to cars, equipment fouling tracks, insufficient space for requested cars to be placed, cars released and not yet loaded/emptied, etc.

## **ITEM 155**

### **INTRA-PLANT SWITCHING**

Cars placed for loading or unloading at a customer located on NOPB's lines, and subsequently moved to a location on the same or another track within the confines of the same customer facility for loading or unloading, or to complete loading or unloading, will be subject to a \$225 per car charge for each such movement, assessed to the customer.

## **ITEM 160**

### **INTER-TERMINAL SWITCHING**

Inter-Terminal Switching is defined as loaded or empty cars moving between any and all customers or public delivery (team) tracks on NOPB and interchange with connecting carriers (BNSF, CN, CSXT, KCS, NS, UP). The rates contained this Item cover the receipt of an empty or loaded car, which has NOPB or one of its customers as the origin or destination, at interchange, the initial placement of the car at or for the customer, and the return of the same car loaded or empty back to interchange. The rates also cover the receipt in interchange and placement of a loaded car and the return of the same loaded car back to interchange after its refusal by a customer, and the movement from or to interchange of any loaded car waybilled to or from NOPB for storage.

Rate will be based on location of consignment (switching district) or commodity. Commodity-based rates will supersede switching district rate.

Charges under this Item will be assessed to the delivering or receiving carrier.

EXCEPTION: Not applicable on oversized (dimensional) shipments or shipments requiring Special Handling. See Item 190.

**PART A – General Cargo/Switching District Based**

**Uptown/Wharf Switching District**

Cars spotted west of NOPB MP 7.5 (Henderson St AEI Reader) will incur a switch charge of \$457 per car.

**Downtown Switching District**

Cars spotted east of NOPB MP 7.5 (Henderson St AEI Reader) and west of Almonaster Bridge (NOPB MP 14.3) will incur a switch charge of \$535 per car.

**Eastern Switching District**

Cars spotted east of Almonaster Bridge (NOPB MP 14.3) will incur a switch charge of \$600 per car.

**PART B – Commodity Based** – Commodity-based rates are valid only on STCC’s listed below.

**Grain**

STCC 011XXXX, 2041XXX, 2044110, 2046210, 208XXXX, 2092326, 502XXXX .....\$380 per car

**Crude Oil**

STCC – 4910XXX

Unit Train Shipment .....\$250 per car

Note 1 - Unit Trains are to include own locomotive power

Note 2 - Applicable only when train consist stays entirely intact from its arrival on NOPB tracks through departure, including locomotive power.

**Pulp and Paper**

STCC 2611XXX (Excluding Pulp Mill Byproducts - STCC 26112XX), 262XXXX, 263XXXX, 4024XXX .....\$410 per car

**Plastic Resins**

STCC 2821141, 2821142 .....\$475 per car

**ITEM 170**

**INTERMEDIATE SWITCHING**

Intermediate switching is defined as cars switched by NOPB from the track of one connecting carrier (BNSF, CN, CSXT, KCS, NS, UP) and interchanged to the track of a different connecting carrier (BNSF, CN, CSXT, KCS, NS, UP). NOPB will perform intermediate switching for a charge of \$305.00 per car.

Note 1: Excludes trains covered under a special haulage and/or intermediate agreements.

Note 2: Excludes oversized (dimensional) shipments per Item 190. Intermediate switching rates for oversized (dimensional) shipments will be quoted on a case by case basis and can be obtained by contacting the NOPB Business Development Department at 504-896-7440.

Note 3: Excludes intermediate movement of locomotives, which will be charged at a rate of \$1,200 per locomotive.

Note 4: Switching charges specified in this Item are based on use of connecting carrier's locomotives between point of interchange and NOPB's yard. See Item 171 for charges assessed for use of NOPB locomotives.

Note 5: Switching charges specified in this Item are subject to agreement with the connecting carrier regarding operational arrangements, including interchange location, interchange windows, locomotive responsibility, traffic lanes and daily volume limits.

Note 6: Charges will be assessed to delivering carrier unless a three-party agreement is in place placing traffic in another carrier's account.

Note 7: Car hire for cars moving under this Item shall remain in the delivering carrier's account until delivery to receiving carrier is complete.

Note 8: Outbound blocking may be provided at rates specified below based on destination information provided by receiving carrier in Addendum #2. Blocking charges will be assessed to the delivering carrier.

- Primary Block – No charge
- One Additional Block – \$30/car
- Two Additional Blocks – \$41.50/car
- Three Additional Blocks – \$50/car
- Four Additional Blocks – \$60/car
- Five Additional Blocks – \$70/car
- Six Additional Blocks – \$80/car

#### **ITEM 171**

##### **USE OF NOPB LOCOMOTIVES FOR INTERCHANGE MOVEMENTS**

When NOPB locomotives are used for train movements between NOPB's yard and the point of interchange with a connecting carrier, a charge of \$1500 per locomotive with a minimum of two locomotives for each train movement will be assessed to the connecting carrier.

#### **ITEM 172**

##### **CHARGES ON INTERMEDIATE TRAINS UNABLE TO BE DELIVERED**

NOPB may impose a penalty fee when a trainset has been assembled and offered for delivery in interchange to a connecting carrier and delivery is rejected or refused by the connecting carrier. If delivery offer is made and not accepted within 8 hours after the scheduled departure time (see Note 1), a penalty fee of \$158 per loaded or empty car will apply. An additional penalty fee will apply after each subsequent 8-hour period, at a penalty rate that is increased by \$25 per car for each such subsequent 8-hour period.

Note 1: Departure times will be published in bulletin entitled "NOPB Train Departure Schedule" and will be made available to qualifying parties.

## **ITEM 180**

### **INTRA-TERMINAL SWITCHING**

Loaded or empty cars moved between any and all customers and tracks on NOPB and any and all customers and tracks on NOPB will be charged a \$600 Intra-Terminal Switching fee.

On cars used in intra-terminal switching movements an additional charge of \$340 per car will be assessed by NOPB for the use of the car while on its line, except when cars used are owned or leased by customer.

EXCEPTION: Not applicable on oversized (dimensional) shipments or shipments requiring Special Handling. See Item 190.

## **ITEM 190**

### **OVERSIZED SHIPMENTS**

Switching rates for Oversized Shipments (also referred to as Dimensional Load, or High-Wide Shipment) that are destined to and/or will originate on NOPB must be arranged in advance by submitting a rate request via the "Secure My Rate" form available at RailNOLA.com/business. Shipments which are initiated without a prior rate qualification will be subject to a 20% surcharge added to the total invoice amount for shipment. NOPB will bear no responsibility for shipments initiated without the submission of a "Secure My Rate" form to Dimensional@RailNOLA.com.

Oversized shipments include any of the following as loaded conditions:

Width - Lading exceeds Eleven feet (11').

Height - Lading exceeds Nineteen feet (19') above top of rail (ATR).

Length - Lading exceeds regular Car length, or conversely 18 Ft. or less (concentrated load).

Weight - Lading exceeds 200,000 lbs.

Center of Gravity - Combined center of gravity (CCG) exceeds 98 inches ATR.

General Application - Lading would be classified as dimensional by NOPB's connecting carriers (BNSF, CN, CSXT, KCS, NS, UP).

Note 1: The above dimensions may differ from NOPB published railway line clearances.

Note 2: The customer must separately seek advance clearance approval from NOPB's connecting carriers for all oversized shipments to be interchanged with any such carrier. Clearance requirements on connecting carriers may be different than those on NOPB.

Note 3: For oversized shipments originating on NOPB's lines, NOPB, as the switch carrier, will conduct an AAR Interchange Rule 89 inspection and a 49 C.F.R. § 215, Appendix D inspection, to the extent required by law and/or custom and practice, for compliance as to its line, and will accept the shipment once compliance has been confirmed. The connecting carrier, as the originating carrier, will conduct an AAR Interchange Rule 89 inspection and a 49 C.F.R. § 215, Appendix D inspection, for compliance as to its line, and will accept the shipment once compliance has been confirmed. NOPB's inspection and acceptance of the shipment should in no way be deemed to be made on behalf of the connecting carrier. Once the inspector of the connecting carrier has accepted the shipment, switch services have been completed and

delivery has been made to the connecting carrier, NOPB is relieved from responsibility for any damage to the shipment or caused by the shipment while on the connecting carrier's line or any other carrier's line.

Note 4: Oversized shipments moving across the Huey P. Long Bridge (HPL) by carriers other than NOPB will be cleared by the NOPB Engineering Department. Clearance can be obtained by completing the NOPB Dimensional Load Clearance Request Form and submitting it to Clearance@RailNOLA.com, for review and approval. An administrative fee of \$225 will be assessed to the carrier for each clearance request.

Note 5: All oversized shipments between NS (Oliver Yard) and NOPB will be subject to Special Train Service (Item 95) charges due to NS restrictions at primary interchange location.

## **ITEM 195**

### **HANDLING CARS DESIGNATED AS HAZARDOUS MATERIALS**

There will be a \$275 charge per car in addition to the regular switching rates shown in Items 160 through 180 for each loaded car of hazardous materials listed in the AAR Directory of Hazardous Materials Shipping Descriptions or Bureau of Explosives Tariff BOE 6000-series, Part 172.101, Table of Hazardous Materials, handled in Intermediate Switching, Intra-Terminal Switching or Inter-Terminal Switching.

There will be a \$1,000 charge per car in addition to the regular switching rates shown in Items 160 and 170 for each loaded car containing toxic-by-inhalation/poisonous-by-inhalation (TIH/PIH) materials listed in AAR Circular OT-55 series, Appendices A and B.

Customer shall be prepared to receive TIH/PIH carload commodities immediately upon their arrival on NOPB network. There will be no free time granted to customer once delivery attempt is made. Detention fees of \$1,200 per car per day will apply until cars are placed at destination facility.

There will be an additional Special Handling fee of \$5,750 per car (loaded or empty) to handle car for inspection or repair due to any reported Hazardous Materials incident, in addition to regular switching charges. Payment of the fee does not release the party from any responsibility or liability for clean-up costs during incident response.

## **ITEM 300**

### **DEMURRAGE RULES AND CHARGES**

#### **RULE 1 - CARS SUBJECT TO RULES; ALSO EXEMPTIONS THEREFROM**

Cars of either railroad or private ownership, held for or by customers or their agents, for loading, unloading, forwarding directions, or for any other purpose (including cars held for loading with NOPB material, unless the loading is done by NOPB for which the material is intended and on its tracks or private sidings connecting therewith), and empty cars placed on orders which are not used are subject to these demurrage rules.

The Following cars are not subject to these demurrage rules: private cars with active storage contracts and private cars on customer tracks.

See Item 195 above and Rule 7 below for special detention rules regarding TIH/PIH cars and dimensional/heavy duty cars, respectively.

## **RULE 2 - FREE TIME ALLOWED**

Forty-eight (48) hours free time will be allowed to load and unload all commodities in cars received from or to be delivered to connecting carriers or other points on NOPB.

When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other.

## **RULE 3 - COMPUTING TIME**

For the purpose of computing time under these rules the following holidays: New Years Eve, New Years Day, Presidents Day, Mardi Gras, Good Friday, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day, will be excluded.

Chargeable days will include all time from the time of actual placement on customer tracks, or from the time of constructive placement through the actual time of release, loaded or empty, from customer tracks. See Rule 4 (Constructive Placement).

Cars are not released until loading/unloading is completed and proper billing instructions are received by NOPB. A loaded car will not be considered released until a bill of lading is received by NOPB *and* it has been released by the customer.

Railroad-owned cars subject to demurrage charges released by customer for return to interchange within 24 hours of initial actual or constructive placement will earn one (1) credit day to offset one (1) debit day during the month the credit is earned. Credits will not carry over from month to month. The net credit amount cannot exceed the net debit amount in a given month. Credits will not be given on private or leased cars.

## **RULE 4 - CONSTRUCTIVE PLACEMENT**

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 customer, 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 customer that the car is held (naming the hold point if not held at destination) and that NOPB 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 customer, the car shall be considered constructively placed without notice.

"Notice of Constructive Placement" shall be given in writing via email or other electronic means generally accepted in electronic commerce. Notice will include date and time of constructive placement, car initials and numbers and contents of car(s).

## **RULE 5 - DEMURRAGE CHARGES**

For the purpose of assessing demurrage, customer includes any person receiving railcars from NOPB for loading or unloading as more specifically provided for in 49 CFR 1333.

On all cars, after the expiration of free time allowed, the following demurrage charge per car per day, will be made until car is released: \$75 per car per day.

On any car constructively placed, NOPB reserves the right to require payment of any accrued demurrage on such car prior to spotting of the car.

## **RULE 6 - CLAIMS**

NOPB will only grant relief from demurrage when causes for the delays in actual placement are directly attributable to itself. After cars are constructively placed under Rule 4, customer shall be allowed such additional free time as customer would have been entitled to had the cars been timely placed.

## **RULE 7 - SPECIAL DETENTION CHARGES ON DIMENSIONAL/HEAVY DUTY CARS**

Oversized (dimensional) shipments and heavy duty flat cars listed in the Heavy Capacity and Special Flat Car Section of The Official Railway Equipment Register, loaded or empty, originating or terminating on NOPB will be assessed detention charges of \$225 per car per day or fraction of a day. Charges will be computed from time of placement (constructive/actual) until released.



ADDENDUM #1

**CREDIT APPLICATION FOR TRANSPORTATION CHARGES**

The undersigned ("Applicant") hereby applies for the extension of credit to it by the New Orleans Public Belt Railroad ("NOPB") with regard to the payment of freight, per diem, demurrage, and any other charges which Applicant may incur and owe to NOPB. Application must be signed and completed in its entirety. Please print or type in English.

Name of Applicant Phone Number

\_\_\_\_\_

Physical Address Fax Number

\_\_\_\_\_

City, State, Zip Code DUNS Number

\_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Federal I.D. #: \_\_\_\_\_

Type of Organization: \_\_ Corporation \_\_ Partnership \_\_ Proprietorship \_\_ Other \_\_\_\_\_

Date Business Started: \_\_\_/\_\_\_/\_\_\_ Nature of Business: \_\_\_\_\_

Annual Sales \$: \_\_\_\_\_ Commodity being transported: \_\_\_\_\_

**\* Please furnish a copy of the latest audited financial statements\***

Accounts Payable Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

Amount of credit requested \$ (within 15 day period): \_\_\_\_\_

**BANK REFERENCES:**

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_

Account#: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

**CREDIT REFERENCES:**

1) Business Name: \_\_\_\_\_ Address: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

2) Business Name: \_\_\_\_\_ Address: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

3) Business Name: \_\_\_\_\_ Address: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

4) Business Name: \_\_\_\_\_ Address: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

TERMS AND CONDITIONS Applicant agrees to comply with all terms and conditions governing the extension of credit by NOPB. Compliance with these terms and conditions is required for the extension and continued extension of credit to any Applicant.

Applicant agrees to pay in full all undisputed charges billed by NOPB within 30 days for freight invoices, and within 30 days for demurrage and other accessorial invoices. Payments received after expiration of the credit period shall be subject to a service charge of one and one-half percent (1 ½%) per month (or fraction thereof) of the outstanding balance. Applicant may not set off or withhold any payment due to any dispute with NOPB, except for good faith withholding of disputed charges in applicable invoice. Credit terms and conditions are subject to change at any time by NOPB without notice to Applicant.

It is understood that if credit is extended on behalf of NOPB, it is granted only as a convenience to Applicant and NOPB may, at its discretion, suspend Applicant's credit. Either party may cancel this Agreement at any time for any reason, upon notice to the other party. Notice may be written, electronic, or oral if confirmed in writing or electronically, at the place of business noted herein.

Applicant represents that the information submitted herein is true and accurate and applicant agrees to keep its information current and to notify NOPB in writing of any changes. NOPB reserves the right to cancel this Agreement or to re-evaluate the credit-worthiness of Applicant under its new name, ownership or structure. Applicant further understands that any incomplete, incorrect or misleading information shall serve as a basis for immediate revocation of any credit extended to Applicant.

Applicant hereby authorizes NOPB to secure from any credit reference or other company or banking institution any information concerning the Applicant's financial or credit status, and permits any such company to release that information to NOPB.

ADDENDUM #2

**TERMS FOR BLOCKING OF OUTBOUND INTERMEDIATE CARS**

NOPB agrees to build outbound blocks for \_\_\_\_\_ railroad as described below. Charges will be as specified in NOPB Freight Tariff 9000, Item 170, Note 8. Rates will be increased by no more than 3% each year on blocking indicated below. These arrangements may be cancelled by either party on 60 days' notice to the other party.

Primary Block	Destination: _____
1 <sup>st</sup> Additional Block	Destination: _____
2 <sup>nd</sup> Additional Block	Destination: _____
3 <sup>rd</sup> Additional Block	Destination: _____
4 <sup>th</sup> Additional Block	Destination: _____
5 <sup>th</sup> Additional Block	Destination: _____
6 <sup>th</sup> Additional Block	Destination: _____

Signed: \_\_\_\_\_

New Orleans Public Belt Railroad

Signed: \_\_\_\_\_

RR: \_\_\_\_\_