FT GLTR 8000 (NEW)

GREAT LAKES TERMINAL RAILROAD, LLC GREAT LAKES TERMINAL RAILROAD, LLC ARTING NAMING RULES AND REGULATIONS GOVERNING SWITCHING AND MISCELLANEOUS CHARGES BETWEEN CONNECTIONS AND THE

GREAT LAKES TERMINAL RAILROAD, LLC

AT

CHICAGO, IL

SWITCHING TARIFF

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

ISSUED: May 31, 2019

EFFECTIVE: June 1, 2019

ISSUED BY

Keith Blue Executive Vice President Great Lakes Terminal Railroad, LLC 13535 South Torrance Avenue Chicago, IL 60633

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RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL	RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED
ITEM 10	ITEM 40
SUPPLEMENTS	EXPLOSIVES AND DANGEROUS ARTICLES
Where reference is made in this tariff or supplements to other publications for rates or other information, it includes "supplements thereto or successive issues thereof". Where reference is made in this tariff to items, it includes "reissues" of such items.	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 Tariff BOE 6000-Series.
ITEM 20	ITEM 50
METHOD OF CANCELING ITEMS	CAPACITY AND DIMENSIONS OF CARS
As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequences starting with "A". Example: Item 100-A cancels Item 100. Item 100-B cancels 100-A.	For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, RER 6414 Series, issued by R.E.R. Publishing Corporations, Agent.
	ITEM 60
	STATION LIST AND CONDITIONS
	This tariff is governed by Official Railroad Station List OPSL 6000 Series to the extent shown below:
	PREPAY REQUIREMENTS AND STATION CONDITIONS
	 (A) For additions and abandonments of stations, and, except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities, etc.
	When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.
	STATION NUMBERS
	(B) For station numbers of stations shown or referred to in this tariff.
	ITEM 65
	NORMAL HOURS OF OPERATION
	For the purpose of applying the provisions of this tariff, GLTR's normal hours of operation are:
	5:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays (See Item 67, this tariff).
For explanation of terms, abbreviations and reference marks, see	last page of tariff.

RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS-UNLIMITED

ITEM 67

HOLIDAYS

The following days will be considered GLTR Holidays:

New Year's Day - January 1 (See Note 1) Memorial Day - Last Monday of May Independence Day - July 4 (See Note 1) Labor Day - First Monday of September Thanksgiving Day - Fourth Thursday of November Friday after Thanksgiving Christmas Day - December 25 (See Note 1)

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

ITEM 70

PAYMENT OF CHARGES

Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the GLTR to require at time of movement, shipment or delivery the prepayment or guarantee of charges set forth herein, unless Customer has entered into an agreement for credit with the GLTR. Customer will pay GLTR immediately upon presentation of a bill therefor by GLTR. If charges have not been prepaid, or customer has not entered into an agreement for credit with GLTR, the GLTR will not accept shipment from customer, make delivery of shipment to customer or accept request for any other movement of car without payment or guarantee of all outstanding or current charges.

Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.

FINANCE CHARGES: The GLTR will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by this railroad.

If GLTR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and GLTR is successful in collecting such charges, Customers shall reimburse GLTR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS-UNLIMITED

ITEM 75

SECURITY DEPOSIT

For customers who have established credit with this railroad, a deposit to secure payment of all charges, including, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)

The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.

The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.

This railroad will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to this railroad. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.

Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of this railroad's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.

For explanation of terms, abbreviations and reference marks, see last page of tariff.

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
ITEM 100	ITEM 110
LIABILITY AND INDEMNIFICATION	DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL
49 U.S.C. Section 11706 provides for full-value liability and other liability terms for the rail carrier and the Customer. In order for a shipment to be subject to the terms of 49 U.S.C. Section 11706, the Customer must comply with all of the following provisions:	The GLTR will not accept in interchange shipments of excessive dimensions, nor shipments exceeding 286,000 lbs. maximum gross weight on rail (car and lading) unless prior arrangements have been made with the GLTR.
 On shipments that the Customer chooses Carmack Liability protection, Customer must contact the GLTR no less than 72 hours prior to movement by the GLTR for Charges to apply. 	A charge of \$400.00 per car will be assessed delivering carrier for the return and/or setback of such cars interchanged to the GLTR.
 If Customer does not elect Carmack Liability protection, GLTR will assume liability for freight claims subject to the following limitations: 	ITEM 115
(a) The Minimum Claim for loss or damage to freight is \$250.00.	HAZARDOUS MATERIALS
 (b) GLTR's Maximum liability for loss or damage to freight is \$25,000.00. 	Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the GLTR (See Note).
(c) Individual pricing documents may contain different limits of liability which take precedents over the provisions set forth herein.	Note: On shipment of any hazardous material accepted by the GLTR, shipper shall indemnify the GLTR and hold the GLTR harmless for any and all loss, liability or cost whatsoever that the GLTR may incur or be
 Customer agrees to defend, indemnify and hold harmless the GLTR from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure 	held responsible for, to the extent that such liability is due to, or arises from: (a) defects in or failure of shipper's cars and
of railcars and equipment.	equipment,
 Acceptance of a shipment by the GLTR for transportation shall not be considered as a waiver of Customer's liability. 	 (b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31 (d) or
5. The GLTR shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act	(c) misidentification of commodity shipped.
of the Customer, a public authority, or inherent vice or nature of the goods. GLTR shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment.	The foregoing indemnification shall not apply to any loss or liability caused by or due to the GLTR's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from the GLTR's negligence.
ITEM 105	The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous
PERISHABLES The GLTR does not provide protective service. Perishable freight under protective service will be accepted from connecting railroad for delivery to Customers with the understanding that protective service is not provided by the GLTR and the GLTR accepts no liability for any loss or damage resulting from failure of such protective service.	Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the GLTR premises.
For explanation of terms, abbreviations and reference marks, see	e last page of tariff.

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
ITEM 120	ITEM 145
CARS INTERCHANGED IN ERROR	EMPTY CARS ORDERED BUT NOT LOADED
A charge of \$300.00 per car will be assessed delivering carriers on all cars interchanged to the GLTR in error.	On empty cars that are ordered for loading and order is canceled and car is in route, or the service of switching or placing of car has been performed and the car is not loaded but returned to this railroad empty, a charge of
ITEM 125 FAILURE TO PULL INTERCHANGE	\$300.00 per car will be assessed and collected from the person, firm or corporation ordering such cars. (See Note, this item.)
The GLTR will assess connecting carrier a charge of \$100.00 per car per day, or fraction of a day, for failure to pull cars offered in interchange. Charge to be assessed	Note - Charge will not apply on cars unfit for loading, see Item 140, this tariff.)
from day car(s) is interchanged until day car is pulled by connecting carrier.	ITEM 150
ITEM 130	IMPROPER CARS FURNISHED FOR LOADING BY CONNECTING LINES
CARS RECEIVED IN INTERCHANGE WITHOUT PROPER FORWARDING OR BILLING INSTRUCTIONS The GLTR will assess delivering carrier a charge of \$300.00 per car on all cars interchanged to the GLTR without proper forwarding or billing instructions.	When cars ordered by industries for loading are refused on account of not being in proper condition to load, a charge of \$300.00 per car will be assessed against the railroad furnishing the car.
When instructions are not received within twenty-four (24) hours from time of receipt of car, a hold charge of \$100.00 per car will be assessed delivering carrier thereafter for each twenty-four (24) hours or fraction thereof until such instructions or billing is received.	ITEM 155 IDLER/BUFFER CARS Idler/Buffer cars will be subject to the same charges, rules, and regulations as are applied to loaded cars. (An idler/Buffer car is an empty car, on which no part of a load rests, that is used in transporting freight of unusual
ITEM 135	length or excessive weight for the safe transportation or protection of the lading).
CARS RETURNED TO THIS RAILROAD BY CONNECTING CARRIER DUE TO CUSTOMER ERROR On cars released by customer that are returned to this railroad by connecting carrier due to improper billing instructions, customer will be assessed a charge of \$300.00 per car which will be in addition to any other applicable linehaul and accessorial charges.	ITEM 160 ARTICULATED CARS Each unit of articulated cars, loaded or empty, will be subject to all rules, regulations, and charges as applied to a single railcar.
ITEM 140	
LOADED CARS RELEASED BY CUSTOMER WITHOUT PROPER BILLING OR DISPOSITION INSTRUCTIONS The GLTR will assess customer a charge of \$300.00	
per car for cars released to the GLTR without proper billing (Bill of Lading/waybill) or disposition instructions.	
Demurrage charges will continue to apply until such instructions or billing is received.	

For explanation of terms, abbreviations and reference marks, see last page of tariff.

SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
ITEM 165	ITEM 170
CHARGE FOR HEAVY DUTY FLAT CARS	DIVERSION OR RECONSIGNMENT
When heavy-duty flat cars as defined in the Heavy Capacity And Special Type Flat Cars Section of the Official Railway Equipment Register are used on shipments originating or terminating on the GLTR, the following charges will be assessed:	The term "diversion" or "reconsignment" are synonymous and the use of either shall mean an order received on cars in the account of the GLTR which requires any of the following:
USE CHARGE	A. A change in the name of the consignee.
\$2,000.00 per car movement.	B. A change in the name of the consignor.C. A change in the destination.
SPECIAL DETENTION CHARGES	 D. A change in the route at the request of the consignor, consignee, or owner.
When cars are held beyond the Free Time permitted in Item 360, this tariff, a charge of \$500.00 per car, per day or fraction of a day will be assessed, and will be in addition to demurrage charges provided in Item 360, this tariff.	 E. Any other instructions given by consignor, consignee, or owner necessary to effect delivery which requires a change in the billing or an additional movement of the car, or both.
NON-USE CHARGE	F. A change in the payment conditions.
When car is ordered, placed and released back to the	APPLICATION
GLTR without being used in transportation service, a charge of \$500.00 per car will be assessed and will be in addition to all other applicable charges.	A. Orders for diversions or reconsignment will be accepted from only:
	1. Parties listed on bill of lading.
	2. Any rail carrier participating in line-haul movement.
	B. Charges for diversions or reconsignment shall be paid by the authorized party requesting the change.
	C. After a car has been actually placed, any changes which affect the movement of the car will constitute a new movement and are subject to applicable switching and/or line-haul charges.
	D. Only one change in destination will be authorized under these provisions. Requests for additional changes will be executed as a shipment terminating and originating at the diversion station.
	E. The diversion or reconsignment charge applies in addition to all other applicable charges.
	DIVERSION / RECONSIGNMENT CHARGE
	\$300.00 per car
For explanation of terms, abbreviations and reference marks, see	e last page of tariff.

SECTION 2 SWITCHING RULES AND CHARGES	s	-	TION 2 LES AND CHARG	ES
ITEM 200	ITEM 250			
DEFINITION OF INTRA-PLANT SWITCHING		RECIPROC	AL SWITCHING	
A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or	industries na	amed below and	procal switching be l interchange with go, IL at the follow	the
industry.	INDUSTRY	COMMODITY	CONNECTING CARRIER	CHARGE (Per Car)
ITEM 205	All	All, except as shown below	NS	\$200.00
DEFINITION OF INTRA-TERMINAL SWITCHING A switching movement (other than Intra-Plant Switching)			(See Note1) (via IHB)	\$200.00
from one track to another track of the same railroad within the switching limits of the same station or industrial switching district.		Hazardous Materials	NS	See Note 2
			(See Note1) (∨ia IHB)	See Note 2
ITEM 210		Dimensional Shipments	NS	See Note 2
INTRA-PLANT SWITCHING CHARGE			(See Note1) (via IHB)	See Note 2
The GLTR will perform intra-plant switching at a charge of \$250.00 per car.		Shipments Exceeding Maximum	NS	See Note 2
		Gross Weight On Rail	(See Note1) (via IHB)	See Note 2
ITEM 215 INTRA-TERMINAL SWITCHING CHARGE		blies on traffic in riers (via IHB):	terchanged with th	e following
The GLTR will perform intra-terminal switching at a charge of \$300.00 per car.			CSXT, CFE, INRI	D, NS or UP
	INTERI Except as of the GLTR an intermediate GLTR by the be in additio subject to G on outbound	MEDIATE CARI therwise provide nd line-haul carr e carrier, applica e intermediate c n to GLTR recip LTR re-charge t d moves and (2)	AND RE-CHARC RIER'S SWITCH (ed, when interchan ier is effected by a ble tariff charges a arrier for switch m rocal switching ch o (1) the origin line the last line-haul o switch on inbound	CHARGE ge between in assessed ovement will arge and e-haul carrier carrier
For explanation of terms, abbreviations and reference marks, see	e last page of tai	riff.		

SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
ITEM 300	ITEM 340
APPLICATION	CONSTRUCTIVE PLACEMENT
 Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately-owned cars held for or by consignors (See Note 1) and consignees (See Note 2) for any purpose. All cars of TTX Company will be considered railroad controlled equipment. Note 1 - For the purpose of applying demurrage in Section 3, this tariff, Consignor includes any person receiving railcars from this railroad for loading as more specifically provided for in 49 CFR 1333. 	When a car consigned or ordered to a private track or other-than-public-delivery track and cannot be actually placed because of a condition attributable to the consignor or consignee, such car will be held at available hold point, notice shall be sent or given the consignor or consignee that the car is being held and that this railroad is unable to effect placement, such car will be considered constructively placed at such time; or if a car is placed on private track or other than public delivery track serving the consignor or consignee, such car will be considered constructively placed at such time.
Note 2 - For the purpose of applying demurrage in	ITEM 350
Section 3, this tariff, Consignee includes any person receiving railcars from this railroad for	FREE TIME
unloading as more specifically provided for in 49 CFR 1333.	Free time as follows will be allowed for each car:
ITEM 310	Twenty-four (24) hours to complete loading.
DEMURRAGE LIABILITY	Forty-eight (48) hours to complete unloading.
Any person or entity receiving rail cars from this railroad for loading or unloading who detains the cars beyond the period of free time set forth herein will be held liable for any applicable demurrage if this railroad has provided that person or entity with actual notice of the demurrage rules and charges contained herein providing for such liability prior to the placement of rail cars. The notice shall be in	Free time will be computed from the first 12:01 AM on the day of placement, or after notification has been sent or given where required. For the purpose of computing free time, Saturdays, Sundays and holidays will be included.
written or electronic form.	
ITEM 320	DEMURRAGE CHARGES
HOLIDAYS The following days will be considered GLTR Holidays:	After expiration of free time allowed, a charge of \$100.00 per car per day, or fraction of a day, including Saturdays, Sundays and holidays, will be made until car is released.
New Year's Day - January 1 (See Note 1) Memorial Day - Last Monday of May Independence Day - July 4 (See Note 1)	Note 1: Not applicable on privately-owned cars on private tracks. Note 2: Privately-owned cars, loaded or empty, which are
Labor Day - First Monday of September Thanksgiving Day - Fourth Thursday of November Friday after Thanksgiving Christmas Day - December 25 (See Note 1) Note 1 - When this date occurs on a Sunday, the following Monday will be observed as the holiday	first held on railroad tracks under constructive placement (see Item 340) will (1) be subject to demurrage charges provided for herein after expiration of free time (see Item 350) until such time car is actually placed (see Item 330).
ITEM 330	

SECTION 4 STORAGE/HOLD RULES AND CHARGES	SECTION 4 STORAGE/HOLD RULES AND CHARGES
ITEM 400	ITEM 410
STORAGE/HOLD CHARGES (See Notes 1 thru 4, this item)	SWITCHING TO AND FROM STORAGE/HOLD TRACKS
Cars stored/held on tracks of this railroad at the request of customer, due to customer being unable to accept cars, awaiting forwarding instructions or other disposition, or for the convenience of this railroad, will be subject to the following storage/hold charges per car per day, or fraction of a day, computed from first day car is made available until day car is released from storage/hold:	The GLTR will assess a charge of \$125.00 per car on cars moving to storage and \$125.00 per car on car moving from storage tracks.
1. Empty private rail cars (Non-Hazardous Materials)\$ 75.00	
2. Loaded private rail cars (Non-Hazardous Materials)\$100.00	
3. Empty rail cars (Formerly Containing Hazardous Material) \$500.00	
4. Loaded rail cars (Containing Hazardous Materials, except TIH/PIH)\$750.00	
5. Loaded rail cars (Containing TIH/PIH) \$2500.00	
(The above storage charges are in addition to all other applicable charges.)	
Note 1: Hazardous Materials referred to above applies to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, except TIH/PIH.	
Note 2: For List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) See AAR Circular No. OT-55-Series.	
Note 3: The GLTR shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the Customer, a public authority, or inherent vice or nature of the goods while cars are stored/held on storage/hold tracks. GLTR shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment.	
In the event full liability coverage is desired, cost of such coverage will be the responsibility of the Customer.	
Note 4: Customer agrees to defend, indemnify and hold harmless the GLTR from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure of customer's cars and equipment.	
For explanation of terms, abbreviations and reference marks, see	e last page of tariff.

EXPLANATION OF ABBREVIATIONS AND
REFERENCE MARKS

I OF ABBREVIATIONS AND ERENCE MARKS		EXPL
EXPLANATION Abbreviations Freight Tariff Great Lakes Terminal Railroad, LLC ndiana Harbor Belt Railroad Norfolk Southern Railway Company Official Railroad Station List Reference Marks Addition/New ncrease Brought forward without change, except as noted Reduction	- Fr - Gi - In - No - Of - Re - Re - Ao - In - Br	ABBR/REF ABBR FT GLTR IHB NS OPSL REF [A] [I] [NC] [R]
denotes change/addition.)	ed portion de	(<u>Underscore</u>