

# LONGVIEW SWITCHING COMPANY

## FREIGHT TARIFF LVSW 8000 (NEW)

NAMING  
SWITCHING AND MISCELLANEOUS  
RULES AND CHARGES  
APPLYING  
AT  
LONGVIEW AND LONGVIEW JCT, WA

### LOCAL FREIGHT TARIFF

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

**ISSUED: November 7, 2017**

**EFFECTIVE: December 1, 2017**

**ISSUED BY:**

George M. Sanders  
General Manager  
Longview Switching Company  
115 Industrial Way  
Longview WA 98632

**FREIGHT TARIFF LVSW 8000**

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<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>
<p><b>ITEM 10</b></p> <p align="center"><b>REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</b></p> <p>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 reissues of such items, notes, rules, etc.</p>	<p><b>ITEM 40</b></p> <p align="center"><b>CONNECTING CARRIERS/INTERCHANGE</b></p> <p>BNSF - Longview and Longview Jct., WA                      UP - Longview and Longview Jct., WA                      CLC - Longview, WA</p>
<p><b>ITEM 20</b></p> <p align="center"><b>CONSECUTIVE NUMBERS</b></p> <p>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.</p> <p>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.</p>	<p><b>ITEM 45</b></p> <p align="center"><b>LVSW YARD OPERATIONS</b></p> <p>Yard 1 : LVW Yard (Longview)                      115 Industrial Way                      Longview, WA 98632</p> <p>Yard 2: LVJCT (Longview Jct)                      3001 Talley Way                      Kelso, WA 98626</p> <p>Port of Longview : 10 Port Way                      Longview, WA 98632</p>
<p><b>ITEM 30</b></p> <p align="center"><b>METHOD OF CANCELLING ITEMS</b></p> <p>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 sequence starting with A.</p> <p>Example - Item 5-A cancels Item 5 and Item 10-B cancels Item 10-A in a prior supplement, which in turn, cancelled Item 10.</p>	<p><b>ITEM 50</b></p> <p align="center"><b>LVSW YARD LIMITS</b></p> <p><b>The term LVSW YARD LIMITS</b> as used in this tariff is defined as Yard 1, Yard 2, Port of Longview; and, all track and Customers served by the LVSW.</p>
	<p><b>ITEM 55</b></p> <p align="center"><b>DAYS OF OPERATION</b></p> <p>For the purpose of applying the provisions of this tariff Longview Switching Company is open for business seven (7) days a week, except Holiday's (See Item 320 of this tariff) LVSW works with a reduced work force.</p>
	<p><b>ITEM 60</b></p> <p align="center"><b>MILEAGE ALLOWANCE ON PRIVATE CARS</b></p> <p>LVSW, not being a participant of Tariff RIC 6007, will not pay any mileage allowance on private cars.</p>
	<p><b>ITEM 65</b></p> <p align="center"><b>CAR HIRE</b></p> <p>All car hire charges are to remain in the account of and to be billed to LVSW connecting carriers.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>
<p><b>ITEM 70</b></p> <p align="center"><b>HAZARDOUS MATERIALS</b></p> <p>Substances or waste are described in Hazardous Materials regulations of the U.S. Department of Transportation 49 CFR Parts 171.8</p>	<p><b>ITEM 85 (Cont'd)</b></p> <p align="center"><b>HAZARDOUS MATERIALS (Cont'd)</b></p> <p>The foregoing indemnification shall not apply to any loss or liability caused by or due to LVSW'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 LVSW's negligence.</p> <p>The above provisions apply 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, while held on LVSW premises.</p>
<p><b>ITEM 75</b></p> <p align="center"><b>EXPLOSIVES AND DANGEROUS ARTICLES</b></p> <p>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.</p>	<p><b>ITEM 87</b></p> <p align="center"><b>DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</b></p> <p>Acceptance of shipments of excessive dimensions and shipments exceeding maximum gross weight on rail (car and lading) by LVSW shall be governed as set forth in the BNSF or UP price authority governing the linehaul transportation to or from Longview, WA.</p>
<p><b>ITEM 80</b></p> <p align="center"><b>PERISHABLES</b></p> <p>LVSW 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 LVSW and LVSW accepts no liability for any loss or damage resulting from failure of such protective service.</p>	<p><b>ITEM 90</b></p> <p align="center"><b>SWITCH BILL</b></p> <p>A bill prepared for a car or cars moved in switch service.</p>
<p><b>ITEM 85</b></p> <p align="center"><b>HAZARDOUS MATERIALS</b></p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with LVSW (See Note).</p> <p>Note: On shipment of any hazardous material accepted by LVSW, shipper shall indemnify LVSW and hold LVSW harmless for any and all loss, liability or cost whatsoever that LVSW may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ul style="list-style-type: none"> <li>(a) Defects in or failure of shipper's cars and equipment,</li> <li>(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</li> <li>(c) Misidentification of commodity or shipping papers.</li> </ul> <p align="center">(Continued in next column)</p>	<p><b>ITEM 95</b></p> <p align="center"><b>SWITCHING CHARGE</b></p> <p>A charge made for performing switching service.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>	<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>
<p><b>ITEM 100</b></p> <p align="center"><b>LIABILITY AND INDEMNIFICATION</b></p> <p>Liability and indemnification terms applicable to services performed pursuant to this tariff published by LVSW shall be governed as set forth in the BNSF or UP price authority governing the linehaul transportation to or from Longview, WA.</p>	<p><b>ITEM 120</b></p> <p align="center"><b>CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</b></p> <p>A car or cars that have been released and pulled by LVSW which are subsequently returned to industry at the request of the Customer, will be assessed a charge of \$225.00 per car for the return of such car or cars.</p>
<p><b>ITEM 105</b></p> <p align="center"><b>EMPTY CARS ORDERED BUT NOT LOADED</b></p> <p>When the service of switching or placing of an empty car has been performed and the car is subsequently not loaded but returned to this railroad empty, a charge of \$300.00 per car will be assessed and collected from the person, firm or corporation ordering such cars. (See Note, this item.)</p> <p>Note: Charge will not apply on cars unfit for loading.</p>	<p><b>ITEM 130</b></p> <p align="center"><b>TURNING OF CARS TO PERMIT LOADING OR UNLOADING</b></p> <p>1. In instances where it is desired that freight in carloads be placed on delivery tracks for loading or unloading at stop-off points or destination from one particular side or end of car, cars must be properly placarded on both sides and notation made on Bill of Lading and waybill subsequently as follows:</p> <p align="center"><b>NOTICE TO CARRIER</b></p> <p>Deliver car for unloading from the door or end specified by placard.</p> <p>2. On freight in carloads, not properly placarded on both sides of car to unload from one particular side or end of car which shipper or consignee, after initial placement of car, directs carrier to turn and return to the same track for unloading from opposite side or end of car, the following shall apply:</p> <p align="center"><b>CHARGES (See Note)</b></p> <p>(a) If the car is turned at a "Y" or a "Loop Track" within the confines of an industry, apply published Intra-Plant switching charge (See Item 220 of this tariff).</p> <p>(b) If the car is turned at a "Y" or a "Loop Track" within the same switching district, but outside the confines of the industry, apply the Intra-Terminal switch charge (See Item 230, this tariff).</p> <p>(c) If the car must be moved to a "Y" or a "Loop Track" located outside the switching district, the charge will be \$1000.00 per car or charge assessed by the connecting carrier, whichever is lower.</p> <p>Note: If Bill of Lading carries a notation that car has been placarded and placard has disappeared before placement, the charge named therein will not apply.</p>
<p><b>ITEM 110</b></p> <p align="center"><b>LOADED CARS RELEASED BY CUSTOMER WITHOUT PROPER BILLING OR DISPOSITION INSTRUCTIONS</b></p> <p>LVSW will assess Customer a charge of \$300.00 per car for cars released to LVSW without proper billing (Bill of Lading/waybill) or disposition instructions.</p> <p>Charges under Item 300 apply when instructions are not received within twenty-four (24) hours from time of receipt of car.</p>	<p><b>ITEM 140</b></p> <p align="center"><b>CUSTOMER ASSIGNED TRACK CAPACITY CONSTRAINTS</b></p> <p>In order to accommodate receipt of cars when Customer assigned tracks exceeds capacity, LVSW will, if space available, place such cars on other hold/storage tracks, subject to switching and hold/storage charges provided for in Item 300 of this tariff.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 150</b></p> <p align="center"><b>SORTING, REPOSITIONING AND/OR BLOCKING/RE-BLOCKING CARS (See Exception)</b></p> <p>1. <b>Applies to all cars, except as provided for in (2) and (3) below.</b></p> <p>When a Customer requests delivery of a specific car(s) from LVSW which requires the LVSW to sort and reposition other cars to effect Customers request and depending on location of the car(s), the Intra-Plant Switch Charge in Item 220, or Intra-Terminal Switch Charge in Item 230, as the case may be, will apply.</p> <p>2. <b>Applies only to Loaded Grain Cars received in Manifest Service.</b></p> <p>(a) When Customer requests specific car(s) from Customer assigned tracks or other hold tracks requiring the LVSW to sort, reposition and/or block cars; or,</p> <p>(b) If the inventory usage of assigned classified track exceeds 3,875 feet at LVW Yard (Yard 1) LVSW may reposition entire track inventory to LVJCT Yard (Yard 2) or Port of Longview trackage, the Intra-Terminal Switch charge in Item 230 will apply.</p> <p><b>EXCEPTION:</b> The above charge does not apply to cars moved in shuttle service that incurred mechanical issues on line of road enroute to and prior to arrival at LVSW.</p> <p>Such cars that incurred mechanical issues on line of road as described above and not subject to an Intra-Plant or Intra-Terminal charge will be calculated as part of the cumulative count towards the 3,875 feet track capacity when determining capacity of assigned tracks.</p> <p>3. <b>Applies only to Unit Trains at Port of Longview.</b></p> <p>When a Customer requests specific cars to be placed for unloading or loading from a unit train which would require LVSW to sort, reposition and/or re-block cars, the Intra-Plant Switch Charge in Item 220 will apply, in addition to the following charges per car, per occurrence:</p> <p>(a) Blocks less than 50 cars..... \$100.00</p> <p>(b) Blocks of 50 cars or more..... (i) \$100.00 (ii) \$ 50.00</p> <p>(i) Applies on each of the first 50 cars.</p> <p>(ii) Applies on each additional car beyond 50 cars.</p> <p><b>EXCEPTION:</b> The above charges do not apply to cars with mechanical issues or bad order cars.</p>	<p><b>ITEM 170</b></p> <p align="center"><b>SPECIAL FREIGHT TRAIN AND SWITCHING SERVICE</b></p> <p>Special Freight Train and Switching Service is the movement of a train or switching in other than normal service (1) at the specific request of the shipper or consignee, (2) as may be required due to shipments of excessive dimensions, weight, high center of gravity or other conditions outside normal train operations, or (3) as deemed necessary by this railroad for safe movement, requiring this railroad to furnish a locomotive and train crew consisting of engineer and yard foreman for the sole purpose of accommodating subject movement.</p> <p align="center"><b>CHARGES</b></p> <p>The charge for special freight train or switching service beyond normal service hours will be \$2,800.00 for the first eight (8) hours, minimum, and \$525.00 for each additional hour or fraction thereof.</p> <p>For Holiday (See Item 320 of this tariff) service, the charge for special freight train or switching service will be \$5,600.00 for the first eight (8) hours, minimum, and \$1,050.00 for each additional hour or fraction thereof.</p> <p>Special Freight Train and Switching Service is contingent upon available crew assets and locomotive assets during the following "Start Times": 0630 to 0800 1430 to 1600 2230 to 2359.</p> <p>(The above charges will be in addition to any and all other charges associated with the move.)</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 2 SWITCHING RULES AND CHARGES	SECTION 3 STORAGE/HOLD RULES AND CHARGES
<p><b>ITEM 200</b></p> <p align="center"><b>DEFINITION OF INTRA-PLANT SWITCHING</b></p> <p>Intra-Plant switching as defined herein is a switching movement from one track to another track within the same plant or industry, or from one location to another location on the same track within the same plant or industry. Also includes cars that have been placed for loading or unloading and subsequently removed and re-spotted (set-back) in order to place or move other cars.</p>	<p><b>ITEM 300</b></p> <p align="center"><b>STORAGE/HOLD CHARGES</b> (See Notes 1, 2 and 3, this item)</p> <p>Cars stored or held on tracks of this railroad shall be subject to charges outlined below when:</p> <ol style="list-style-type: none"> <li>(1) stored or held at the request of Customer; or,</li> <li>(2) Customer assigned tracks of other hold/storage tracks are full or Customer is unable to accept cars; or,</li> <li>(3) to accommodate other requests from the Customer for cars to be held off spot by LVSW.</li> </ol>
<p><b>ITEM 210</b></p> <p align="center"><b>DEFINITION OF INTRA-TERMINAL SWITCHING</b></p> <p>Intra-Terminal switching as defined herein is a switching movement (other than Intra-Plant switching) from one track to another track within LVSW YARD LIMITS as defined in Item 50.</p>	<p>The following storage/hold charges per car per day, or fraction of a day shown below. Except as otherwise provided, charges will be computed from first day car is made available until day car is released from storage/hold:</p> <ol style="list-style-type: none"> <li>(1) Loaded or Empty rail cars (Non-Hazardous Materials)..... \$65.00</li> <li>(2) Empty rail cars (Formerly Containing Hazardous Material)..... \$500.00</li> <li>(3) Loaded rail cars (Containing Hazardous Materials, except TIH/PIH )..... \$750.00</li> <li>(4) Loaded rail cars (Containing TIH/PIH).... \$2,500.00</li> </ol>
<p><b>ITEM 220</b></p> <p align="center"><b>INTRA-PLANT SWITCHING CHARGE</b></p> <p>LVSW will perform Intra-Plant switching on loaded or empty cars at a charge of \$115.00 per car.</p>	<p>(Charges to exclude holiday.) Charges to be computed beginning the fourth (4th) day after cars are stored/hold by this railroad.</p>
<p><b>ITEM 230</b></p> <p align="center"><b>INTRA-TERMINAL SWITCHING CHARGE</b></p> <p>LVSW will perform Intra-Terminal switching on loaded or empty cars at a charge of \$165.00 per car.</p>	<p>The Intra-Terminal Switching charge in Item 230 of this tariff will apply (1) inbound to storage/hold track and (2) outbound from storage/hold track.</p> <p>(The above charges are in addition to all other applicable charges.)</p>
	<p>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.</p> <p>Note 2: For List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) See AAR Circular No. OT-55-Series.</p> <p>Note 3: This railroad does not assume liability beyond reasonable and ordinary care while cars are stored/hold on storage/hold tracks, or for loss or damage caused by an Act of God, vandalism or theft. In the event full liability coverage is desired, cost of such coverage will be the responsibility of the Customer.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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<p align="center"><b>SECTION 3 STORAGE/HOLD RULES AND CHARGES</b></p>	<p align="center"><b>EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS</b></p>
<p><b>ITEM 320</b></p> <p align="center"><b>HOLIDAYS</b></p> <p>Whenever reference is made to "Holiday". it shall mean only these days listed below:</p> <p>New Years Day - January 1 (See Notes below)                      President Day - Third Monday of February                      Good Friday - Friday before Easter Sunday                      Memorial Day - Last Monday of May                      Independence Day - July 4 (See Notes below)                      Labor Day - First Monday of September                      Thanksgiving Day - Fourth Thursday in November                      Day after Thanksgiving - Friday                      Christmas Eve - December 24 (See Notes below)                      Christmas Day - December 25 (See Notes below)                      New Years Eve - December 31 (See Notes below)</p> <p>Note 1: When this date occurs on a Saturday, the preceding Friday will be observed as the Holiday</p> <p>Note 2: When this date occurs on a Sunday, the following Monday will be observed as the Holiday.</p>	<p align="center"><b>EXPLANATIONS AND ABBREVIATIONS AND REFERENCE MARKS</b></p> <p>BNSF - BNSF Railway Company                      CLC - Columbia and Cowlitz Railway                      MOW - Maintenance of Way                      LVSW - Longview Switching Company                      UP - Union Pacific Railroad Company</p> <p>\$ - Dollars                      [A] - Denotes Addition                      [C] - Denotes Change                      [I] - Denotes Increase                      [R] - Denotes Reduction</p> <p>(<u>Underscored</u> portion denotes change/addition.)</p>