

STB NOPB 8003
(Cancels STB NOPB 8002-Z)

NEW ORLEANS PUBLIC BELT RAILROAD

TERMINAL CHARGES TARIFF

NOPB 8003

(Cancels Terminal Charges Tariff NOPB 8002-Z)

**RATES, RULES AND REGULATIONS
GOVERNING
SWITCHING, CAR DEMURRAGE AND OTHER TERMINAL CHARGES
BETWEEN
POINTS ON THE RAILS OF THE
NEW ORLEANS PUBLIC BELT RAILROAD
(NEW ORLEANS, LA)
INCLUDING
INTERCHANGES WITH CONNECTING LINES**

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

ISSUED: August 11, 2006

EFFECTIVE: September 1, 2006
(Except as otherwise provided)

ISSUED BY

**PUBLIC BELT RAILROAD COMMISSION
FOR THE CITY OF NEW ORLEANS
4822 Tchoupitoulas Street
New Orleans, LA 70115**

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

TARIFF NOPB 8003

<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</p>		
<p align="center">NOTICE</p> <p>Terminal Charges Tariff NOPB 8003 cancels Terminal Charges Tariff NOPB 8002-Z in its entirety.</p> <p>Provisions formerly shown in Terminal Charges Tariff NOPB 8002-Z and not brought forward in Terminal Charges Tariff NOPB 8003 are hereby canceled.</p>	<p align="center">ITEM 10</p> <p align="center">EXPLOSIVES, DANGEROUS ARTICLES</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 Bureau of Explosives Tariff BOE 6000-series issued by Charles L. Keller, Agent.</p>		
<p align="center">TABLE OF CONTENTS</p>	<p align="center">ITEM 15</p> <p align="center">REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</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 revisions of such items, notes, rules, etc.</p>		
<table border="0"> <tr> <td align="center">SUBJECT</td> <td align="center">ITEM(S)</td> </tr> </table>	SUBJECT	ITEM(S)	<p align="center">ITEM 20</p> <p align="center">METHOD OF CANCELLING ITEMS/RULES</p> <p>As this tariff is supplemented, numbered items/rule 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 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 40</p> <p>Example 2: Item 210-A [PA], Rule 2, cancels Rule 2 in Item 210. Item 210-B [PA], Rule 3, cancels Rule 3 in Item 210-A, which, in turn, canceled Rule 3 in Item 210. (Changes to Rule 2 made in Item 210-A would also be brought forward in Item 210-B).</p>
SUBJECT	ITEM(S)		
<p>RULES AND REGULATIONS - UNLIMITED:</p> <p>Cars received without necessary forwarding data, Charges on..... 55</p> <p>Cars held for transfer or adjustment, Charges on.....60</p> <p>Consecutive Numbers.....25</p> <p>Diversion Charge.....90</p> <p>Explosives, Dangerous Articles.....10</p> <p>Hazardous Materials, Handling of.....70</p> <p>Mechanical refrigeration services at Cotton Warehouse Yard.....65</p> <p>Method of Cancelling Items.....20</p> <p>Overloaded Cars.....50</p> <p>Payment of Charges.....35</p> <p>Prepayment of Charges.....40</p> <p>Reference to Tariffs, Items, Notes, Rules, Etc.....15</p> <p>Special Trains.....75</p> <p>Trains delayed on NOPB, Charges on.....85</p> <p>Turning cars to permit loading/unloading.....80</p> <p>SECTION 1 - SWITCHING RULES AND REGULATIONS</p> <p>Application of Rates Defined.....100</p> <p>Cars tendered by connecting railroads in multiple units, Rates applicable for.....115</p> <p>Cars reordered and reconsigned - Extra Switching.....125</p> <p>Connecting Terminal and Inter-terminal Switching.....150</p> <p>Connecting Lines' Switching Charges in Addition.....130</p> <p>Delivery on Public Delivery (Team) and other Tracks.....120</p> <p>Oversized Shipments - Special Switching Service.....110</p> <p>Setback Charges/ Error Move.....95</p> <p>Switching:</p> <p> Cross-town Switching, Use of Special Equipment105</p> <p> Extra switching, Cars reordered and reconsigned.....125</p> <p> Intermediate Switching.....160</p> <p> Inter-terminal Switching.....150</p> <p> Intra-plant Switching.....140</p> <p> Intra-terminal Switching.....170</p> <p> Special Switching - Oversized Shipments.....110</p> <p> Zone Customer List.....155</p> <p>Test Equipment.....135</p> <p>Use of Special Equipment in Cross-Town Switching Movements.....105</p> <p>SECTION 2 - DEMURRAGE RULES AND CHARGE</p> <p>Car Demurrage Rules and Charges on Export, Import Intercoastal and Coastwise Traffic at New Orleans, LA :210</p> <p> Average AgreementRule 10</p> <p> Cars for Loading.....Rule 6</p> <p> Cars Subject to Rules.....Rule 1</p> <p> Claims.....Rule 8</p> <p> Computing Time.....Rule 3</p> <p> Constructive Placement.....Rule 4</p> <p> Demurrage Charges.....Rule 7</p> <p> Export, Coastwise and Intercoastal Freight.....Rule 9</p> <p> Free Time Allowed.....Rule 2</p> <p> Placing Cars for Unloading.....Rule 5</p>	<p align="center">ITEM 25</p> <p align="center">CONSECUTIVE NUMBERS</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. 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>For explanation of abbreviations and reference marks not explained herein, see Item 99999-series, this tariff.</p>	<p align="center">ITEM 30</p> <p align="center">DEMURRAGE</p> <p>All cars handled under this Tariff from and to industries, switches, tracks, warehouses and wharves served by the NOPB will be subject to the demurrage rules, regulations and charges published in Item 210.</p>		
	<p align="center">ITEM 35</p> <p align="center">PAYMENT OF CHARGES</p> <p>Accounts not paid within thirty days from date of receipt will be charged a late payment fee of 1 1/2% per month, 18% annually.</p>		
	<p align="center">ITEM 40</p> <p align="center">PREPAYMENT OF CHARGES</p> <p>The NOPB reserves the right to require prepayment of charges published herein.</p>		

TARIFF NOPB 8003

<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>
<p>ITEM 50</p> <p align="center">OVERLOADED CARS</p> <p>The NOPB will not accept from shippers, or connecting lines, for transportation over its rail, cars that are loaded in excess of load limit markings.</p> <p>Where such cars are loaded at industry or terminal tracks, or by shippers at public delivery (team) tracks, or wharf tracks, such cars after being returned by connections account loaded in excess of the load limit markings, will be returned to industry, terminal or shipper for removal of the excess load, and an extra switching charge as shown in Item 150, under Connection Terminal and Interterminal Switching, Column B, will be assessed against the shipper. Refer also to Item 60.</p> <p>The load limit is the maximum load permissible on or in the car, including the weight of the lading, temporary racks, stakes, false floors, bracing, grain doors, cooperage, brine or ice in bunkers, etc.</p>	<p>ITEM 60 [1]</p> <p align="center">CHARGES ON CARS HELD FOR TRANSFER OR ADJUSTMENT</p> <p>When a railroad owned car, empty or loaded, for which the NOPB is responsible to car owner for car hire charges, is received from a connecting line and is subsequently held for transfer or adjustment of lading, an additional charge of \$150.00 per day will be assessed for each day, or fraction thereof, car is held from date of receipt to date transfer or adjustment is completed.</p> <p>If lading is transferred to another railroad owned car, an additional charge of \$150.00 per day for each day, or fraction thereof, that the car is used from date transfer commenced to the date transfer is completed.</p> <ol style="list-style-type: none"> 1. Cars switched within the same yard location or zone for transfer or adjustment to load, Item 125- Extra Switching will apply in addition to regular switching charges. 2. Cars switched within the same Industry or Terminal for transfer or adjustment to load, Item 140- Intra-Plant Switching will apply in addition to regular switching charges. 3. Cars switched between any of <u>Zones A, B, C and D</u> for transfer or adjustment to load, Item 170- Intra-Terminal Switching will apply in addition to regular switching charges. 4. Cars switched back to delivering carrier for transfer or adjustment to load, Item 95- Setback Charge will apply in addition to regular switching charges. <p>Note: Charges will be assessed to any industry, terminal, delivering carrier or parties requesting cars held or switched for transfer or adjustment of a rail car.</p>
<p>ITEM 55 [1]</p> <p align="center">CHARGES ON CARS RECEIVED WITHOUT NECESSARY FORWARDING DATA</p> <p>When a car, empty or loaded, is received from a connecting line without necessary data for forwarding (See Note), and must be classified to a hold track, a \$200.00 penalty charge will be assessed against the delivering carrier. In addition, a \$200.00 holding charge will be assessed against the delivering carrier for each day, or fraction thereof, the car, empty or loaded, is held from the first 12:01 AM following telephone or facsimile notification, thereof, until disposition is furnished by the delivering carrier.</p> <p>Note - The character of the necessary data will be determined by the NOPB in accordance with the conditions of its service.</p>	
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999-series, this tariff.</p>	

TARIFF NOPB 8003

<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>
<p>ITEM 65 [I] MECHANICAL REFRIGERATION SERVICE CHARGE</p> <p>1. The NOPB will perform an inbound inspection (See Note 1) at Cotton Warehouse Yard on all loaded mechanical refrigeration cars for account of the delivering carrier (See Note 2).</p> <p>The NOPB will be allowed \$75.00 per inspection to be collected from delivering carrier.</p> <p>2. If the mechanical refrigeration inspection indicates that the unit is not operating properly, the car will be set out for refrigeration service, and the following switching charges will apply.</p> <p>A. Cars switched within the same yard location or zone for mechanical refrigeration service, Item 125- Extra Switching will apply in addition to regular switching charges.</p> <p>B. Cars switched within the same Industry or Terminal for mechanical refrigeration service, Item 140- Intra-Plant Switching will apply in addition to regular switching charges.</p> <p>C. Cars switched between any of <u>Zones A, B, C and D</u> for mechanical refrigeration service, Item 170- Intra-Terminal Switching will apply in addition to regular switching charges.</p> <p>D. Cars switched back to delivering carrier for mechanical refrigeration service, Item 95- Setback Charge will apply in addition to regular switching charges.</p> <p>On a railroad owned car for which the New Orleans Public Belt Railroad is responsible to car owner for car hire charges, an additional charge of \$175.00 per day will be assessed against the delivering road for each day, or fraction thereof, the car is held from date of receipt to date disposition is received.</p> <p>Subsequent refrigeration service charges such as, refueling expenses and/or charges for repairs are in addition to the above charge.</p> <p>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.</p> <p>Note 2 - It is the obligation of the delivering carrier to deliver a mechanical refrigeration car with the mechanical unit operating properly.</p> <p>Note 3 - Charges may be assessed to any industry, terminal, delivering carrier or parties requesting cars held or switched for mechanical refrigeration service of a rail car.</p>	<p>ITEM 70 [I] HANDLING CARS DESIGNATED AS HAZARDOUS MATERIALS</p> <p>There will be a \$175.00 charge per car in addition to the regular Switching rates shown in Items 150 thru 170 for each loaded or empty railcar of hazardous materials listed in Standard Transportation Commodity Code Tariff STCC 6049-series; and Bureau of Explosives Tariff BOE 6000-series, Part 172.101, Table of Hazardous Materials, handled in Interchange Connection with Railroads, Intra-Terminal Service or Inter-Terminal Service and excludes Intermediate Service.</p> <p>There will be an additional Special Handling fee of \$3,200.00 per car (loaded or empty) to handle car for inspection or repair due to reported Hazardous Materials incident in addition to regular switching charges.</p> <p>ITEM 75 SPECIAL TRAINS</p> <p>Circuses and Carnival Companies, Excursions and other Special Trains will be handled by special contract only.</p> <p>Except trains covered under a special haulage and/or intermediate agreement, all other run-through or transfer trains will be handled under Item 160- Intermediate Switching.</p>
	<p>ITEM 80 [I] TURNING CARS TO PERMIT LOADING/UNLOADING</p> <p>The NOPB will not be responsible for turning cars on its line. If cars received are accepted and the NOPB or consignee determines that car must be turned by delivering carrier, Item 95- Setback Charge will apply in addition to regular switching charges.</p> <p>If NOPB is requested to turn cars on its line the following charges will apply in addition to regular switching charges:</p> <ol style="list-style-type: none"> 1. There will be a \$500.00 turn table fee per car in addition to switching charges. 2. Cars switched from Industry, Terminal or Interchange within zone (B) to turntable located in zone (B) for turning, Item 125- Extra Switching will apply in addition to regular switching charges. 3. Cars switched from any of <u>Zones A, C and D</u> to turntable for turning, Item 170- Intra-Terminal Switching will apply in addition to regular switching charges. <p>In addition to switching charges, cars held for turning will be charged \$200.00 per car per day while car remains on NOPB for turning.</p> <p>Note 1: All cars for turning must not exceed a maximum 263,000-lbs. gross weight. (Cars defined as Oversized Shipments under Item 110 will be excluded from this service.)</p> <p>Note 2: Charges will be assessed to any industry, terminal, delivering carrier or parties requesting cars held or switched for turning of a rail car.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 9999-series, this tariff.</p>	

TARIFF NOPB 8003

<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>	<p align="center">SECTION 1 RULES AND REGULATIONS - SWITCHING</p>
<p>ITEM 90 [I]</p> <p align="center">DIVERSION CHARGE</p> <p>Any cars that are received in interchange by the NOPB and requested to be diverted to any destinations other than waybill destination specified when interchanged, the following switching charges will apply:</p> <ol style="list-style-type: none"> 1. Cars switched for diversion from Industry, Terminal or Interchange within the same zone location as interchange point, Item 125- Extra Switching will apply in addition to regular switching charges. 2. Item 170- Intra-Terminal Switching will apply in addition to regular switching charge if car is diverted to any industry, terminal or carrier other than originally specified for and traveling through any of <u>Zones A, B, C and D</u>. 3. Item 95- Setback Charge will apply in addition to regular switching charges if car is diverted back to delivering carrier. <p>In addition to switching charges, cars held for diversion will be charged \$250.00 per car per day while car remains on NOPB for diversion.</p> <p>NOTE: Charges will be assessed to any industry, terminal, delivering carrier or parties requesting cars held or switched for diverting of a rail car.</p>	<p>ITEM 100</p> <p align="center">APPLICATION OF RATES DEFINED</p> <p>Unless otherwise specified herein, the rates contained in this tariff cover the movement of a loaded car one way and the return of the empty or the placing of an empty car and returning it loaded; the placement of a loaded car and the return of the same loaded car after its refusal by a consignee; the movement of a car from one point on this carrier's line to another point on this line or to a connection terminal, other than that for which it was intended, because of a shipper's error. If an empty car is ordered for loading and the service of switching or placing it has been performed, and the car is not loaded, the connection terminal switching charge shown in Item 150 or successive issues thereof, will be assessed the person, firm or corporation ordering the car, except when the car is rejected by the shipper as unfit for loading, in which event the delivering carrier will be assessed the connection terminal switching charge shown in Item 150 or successive issues thereof.</p> <p>Shipments exceeding NOPB clearances as published in the current Railway Line Clearances will not be accepted by this carrier unless special arrangements are made in advance. If accepted and destined to a location on this carrier which requires special handling, the charges as shown in Item 110, or successive issues thereof, will apply. This charge is in addition to the regular switching charges published herein.</p> <p>Note: The definition of "Car" includes any type of freight car, passenger car, scale or track test car, or single platform in an articulated unit in application of switch charges covered under this tariff.</p>
<p>ITEM 95</p> <p align="center">SETBACK CHARGES/ERROR MOVE</p> <p>Any cars that are received in interchange by the NOPB and requested to be setback to delivering carrier, Item 170- Intra-Terminal Switching will apply in addition to regular switching charges.</p> <p>Note 1: Charges will be assessed to any industry, terminal, delivering carrier or parties requesting cars held or switched for setback of a rail car.</p> <p>Note 2: CN Railway will be charged equal to the current setback charge rate of the CN Railway Tariff in effect.</p>	
<p align="center">For explanation of abbreviations and reference marks not explained herein, see Item 99999-series, this tariff.</p>	

TARIFF NOPB 8003

SECTION 1 RULES AND REGULATIONS - SWITCHING	SECTION 1 RULES AND REGULATIONS - SWITCHING
<p>ITEM 105 [I]</p> <p align="center">USE OF SPECIAL EQUIPMENT IN CROSS-TOWN SWITCHING MOVEMENTS</p> <p>Rates or charges published in this tariff for application on intra-terminal, intra-plant, or inter-terminal switching service apply on shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:</p> <ol style="list-style-type: none"> 1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices. 2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds, but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of heavy capacity and special type flat cars in The Official Railway Equipment Register, RER 6413-series, issued by R.E.R. Publishing Corporation, Agent. 3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors. 4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding <u>286,000</u> pounds. 5. Cars other than described as ordinary equipment in Paragraphs 1 to 4 above, owned or leased by shipper or consignee. <p>When shipments that are both loaded and unloaded within the same switching district and loaded in cars that are other than ordinary equipment, the rate or charge published in this tariff for application to shipments loaded in ordinary equipment as described in Paragraphs 1 to 5 above will apply, plus \$250.00 per car. (See Notes 1, 2 and 3)</p> <p>Note 1 - Will not apply to shipments of Coal, Coke (the direct product of Coal), Grain (in covered hopper cars), Grain Products (in covered hopper cars), Iron Ore, or when special charges are in effect on heavy duty flat cars that bear mechanical designations "FG", "FW", "FM" or "FD".</p> <p>Note 2 - On joint line movements the foregoing charge of \$250.00 will be assessed only once regardless of the number of carriers used.</p> <p>Note 3 - Will not apply when special equipment is substituted by the carrier for ordinary equipment ordered by the shipper.</p>	<p>ITEM 110</p> <p align="center">OVERSIZED SHIPMENTS - SPECIAL SWITCHING SERVICE</p> <p>Rates for an Oversized Shipment (also referred to as Dimensional Load) that is destined or will originate on the NOPB can be obtained by contacting the NOPB Business Development Department at 504-896-7415 or 7440. Dimensional load is classified as such under any of the following as loaded conditions:</p> <p>Width - Lading exceeds Eleven feet (11') Height - Lading exceeds Nineteen feet (19') Length - Lading exceeds regular Car length, or conversely 18 Ft. or less (concentrated load). Weight - Lading exceeds 150,000 Lbs. General Application - Lading would be classified as dimensional by NOPB's connecting carriers (BNSF, CN, CSXT, KCS, NS, UP).</p> <p>Note 1 - The above dimensions are not in accordance with published clearances. The Shipper must seek advance clearance approval from the NOPB's connecting carriers. Refer to Item 100.</p> <p>Note 2 - The Public Belt, as the switch carrier, will conduct an AAR Rule 89 inspection and an 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 Rule 89 inspection and an Appendix D inspection, for compliance as to its line, and will accept the shipment once compliance has been confirmed. The Public Belt'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, the Public Belt 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.</p>
	<p>ITEM 115</p> <p align="center">RATES APPLICABLE TO CARS TENDERED BY CONNECTING RAILROADS IN MULTIPLE UNITS</p> <p>Cars consigned to one receiver for placement at one unloading location, tendered to NOPB by the delivering carrier at the same time in blocked units (cars coupled to each other without intervening cars for other shippers or receivers that would require further switching), will be rated by Contractual Arrangements. Otherwise, Item 150 will apply.</p>
	<p>ITEM 120</p> <p align="center">DELIVERY ON PUBLIC DELIVERY (TEAM) AND OTHER TRACKS</p> <p>The NOPB will accept from its connections carload shipments to be switched for delivery on its public delivery (team) tracks, or to sidings, tracks or switches, within yard limits, except that tracks serving the public wharves and/or 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.</p> <p>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. Consignee or Shipper must have a NOPB fully executed release and indemnification form submitted to NOPB prior to use of Team Track.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see Item 99999-series, this tariff.</p>	

TARIFF NOPB 8003

SECTION 1 RULES AND REGULATIONS - SWITCHING	SECTION 1 SWITCHING (Rates and Charges in dollars and cents per car, except as noted)																
<p>ITEM 125 [I]</p> <p align="center">CARS REORDERED AND RECONSIGNED-EXTRA SWITCHING (See Exceptions Below)</p> <p>On cars placed for loading or unloading in accordance with forwarding information provided by connecting line and subsequently reordered or reconsigned to some other location on the rails of the NOPB (see Exceptions below), for each such additional handling, switching charges of \$400.00 per car (see Exceptions below) will be assessed and collected by the NOPB.</p> <p>Cars switched between any of Zones A, B, C and D performed for cars reordered or re-consigned causing extra switching, Item 170- Intra-Terminal Switching will apply in addition to regular switching charges.</p> <p>EXCEPTIONS:</p> <p>This item will not apply on: Intra-plant switching. (See Item 140.) Cars for delivery to connecting lines. On such cars regular switching rates published herein will be charged.</p>	<p>ITEM 150 [I]</p> <p align="center">CONNECTION TERMINAL AND INTER-TERMINAL SWITCHING</p> <p>(Rates are based according to distance from main Classification Point - Cotton Warehouse Yard. Refer to Item No. 155 for list of Customers applicable to each Zone noted below.)</p> <table border="1"> <thead> <tr> <th align="left">ZONE</th> <th align="right">CHARGE</th> </tr> </thead> <tbody> <tr> <td>Zone A - <u>From Huey P. Long Bridge, East Bank to Oak St., New Orleans</u> <u>Industrial Canal - West, Almonaster Ave. to MP 16</u> <u>Industrial Canal - East, Jourdan Road.</u></td> <td align="right">\$525.00</td> </tr> <tr> <td>Zone B - <u>From Oak St. to Henderson St.</u></td> <td align="right">\$375.00</td> </tr> <tr> <td>Zone C - <u>From Henderson St. to Poland Ave.</u> <u>Poland Ave. to Almonaster Ave.</u></td> <td align="right">\$450.00</td> </tr> <tr> <td>Zone D - <u>Industrial/Terminals - Milan St. Wharf, Louisiana Ave. Wharf and/or Metro-Hayes Dockside</u> (See Note). Note: Served by the NOPB under Agreement with Canadian National Railways (CN).</td> <td align="right">\$390.00</td> </tr> <tr> <td>Zone E - <u>Combined with Zone A above.</u></td> <td align="right">\$ 0.00</td> </tr> <tr> <td>Zone F - <u>Combined with Zone A above.</u></td> <td align="right">\$ 0.00</td> </tr> <tr> <td>Zone G - <u>Combined with Zone D above.</u></td> <td align="right">\$ 0.00</td> </tr> </tbody> </table> <p>(The above charges will apply only to regular Interline Rail Service Movements, excluding Special Moves and Special Rated Equipment Charges)</p>	ZONE	CHARGE	Zone A - <u>From Huey P. Long Bridge, East Bank to Oak St., New Orleans</u> <u>Industrial Canal - West, Almonaster Ave. to MP 16</u> <u>Industrial Canal - East, Jourdan Road.</u>	\$525.00	Zone B - <u>From Oak St. to Henderson St.</u>	\$375.00	Zone C - <u>From Henderson St. to Poland Ave.</u> <u>Poland Ave. to Almonaster Ave.</u>	\$450.00	Zone D - <u>Industrial/Terminals - Milan St. Wharf, Louisiana Ave. Wharf and/or Metro-Hayes Dockside</u> (See Note). Note: Served by the NOPB under Agreement with Canadian National Railways (CN).	\$390.00	Zone E - <u>Combined with Zone A above.</u>	\$ 0.00	Zone F - <u>Combined with Zone A above.</u>	\$ 0.00	Zone G - <u>Combined with Zone D above.</u>	\$ 0.00
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<p>ITEM 130</p> <p align="center">CONNECTING LINES' SWITCHING CHARGES IN ADDITION</p> <p>On cars ordered to connecting lines for delivery within the switching limits of New Orleans, rates herein specified will apply, plus connecting lines' switching charges.</p>																	
<p>ITEM 135 [I]</p> <p align="center">TEST EQUIPMENT</p> <p>On scale test cars used to test privately owned scales, a charge of \$600.00 will be assessed and collected from the owner on the scale for switching service performed.</p>																	
<p>ITEM 140 [I]</p> <p align="center">INTRA-PLANT SWITCHING</p> <p>Cars placed for loading or unloading at an industry or terminal located on the tracks of the NOPB, and subsequently moved to a location on the same or another track within the confines of the same industry or terminal for loading or unloading, or to complete loading or unloading, will incur a switching charge of \$400.00 per car.</p> <p>EXCEPTIONS - If the car moves in inter-terminal or intra-terminal service, the regular switching charge as provided herein will be in addition.</p>																	
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TARIFF NOPB 8003

SECTION 1 RULES AND REGULATIONS - SWITCHING			SECTION 1 RULES AND REGULATIONS - SWITCHING		
ITEM 155 [A] ZONE CUSTOMER LIST			ITEM 155 (Cont'd.) [A] ZONE CUSTOMER LIST		
ZONE	Customer & Terminal	Track Location	ZONE	Customer & Terminal	Track Location
C	Better Boxing: Esplanade Wharf	Tracks 563, 564	A	New Orleans Cold Storage Alvar Terminal	Tracks 775, 761--3 spots
A	Brick & Block Product, LLC	(Uses General Work Products Track 173)	A	Jourdan Terminal	Tracks out of service
A	Central Gulf Railway, Inc. Elaine St. Wharf	North Yard, Tracks 9N1, 9N2, 9N3, 9N4, 9N5, 9N6 9N7	A	New Orleans Dock Board Morrison Wharf	Track 959
D	Ceres Gulf Milan St. Wharf	Track 451 CN Service Agreement	A	Orleans Materials	Tracks 833, 834
B	Coastal Cargo Seventh St. Wharf	Tracks 519, 520, 521, 522, 523	B	P & O Ports (See also Stevedores, Inc.) Nashville Wharf A	Tracks 3A1, 3A2, 3A3, 3A4, 3A5
B	Harmony St. Wharf	Tracks 511, 512, 513	B	Nashville Wharf B	Tracks 3B1, 3B2, 3B3
D	Louisiana Av. Wharf	Track 460 CN Service Agreement	B	Nashville Wharf C	Tracks 3C1, 3C3, 3C7, 372, 373
A	Dupuy Storage Jourdan Warehouse	Tracks 911, 912	B	Nashville Export Marshalling Yard	Track 274
B	Nashville Warehouse	Track 311 (7 Door Spots)	B	Port Cargo	Track 231
B	Empire Stevedoring (LA) Inc. First Street Wharf	Tracks 530, 531, 532	A	Sewerage & Water Board	Track 151
B	CSA Gulf Terminals, Inc. (formerly SSA-Gateway) Napoleon "C" Wharf	Track 4A7	B	Silocaf Corp.	Track 424
D	Milan St. Wharf	Tracks 450/451--Open CN Service Agreement	A	S. P. Recycling Co. (Also--Southeast Recycling Co.)	Tracks 141, 144
A	General Work Products, Inc.	Track 173	B	Stevedores, Inc. Subsidiary of P & O Ports	Nashville 1/30 Track 3A3 Henry Clay Tracks 322, 323, 324
A	Halliburton (Baroid)	Tracks 931, 932	C	TCI Trucking & Warehousing Co. Esplanade Wharf	Track 563
A	HOLCIM U.S., Inc.	Tracks 821, 822, 823	A	U.S. Gypsum	Tracks 943, 944, 945, 973
C	Kearney Co. Japonica Warehouse	Tracks 723, 714			
C	Berth 4-----	Tracks B41, B42, B71			
C	Berth 5---(Eff. 4/2005)	Tracks B51, B52			
C	Berth 6-----	Tracks B61, B62			
D	Metro International (A.K.A. Hayes Dockside)	Track 470 CN Service Agreement			
C	Namasco	Tracks 731, 772			
(Continued in next column)					

For explanation of abbreviations and reference marks not explained herein, see Item 99999-series, this tariff.

TARIFF NOPB 8003

SECTION 1 SWITCHING (Rates and Charges in dollars and cents per car, except as noted)				SECTION 1 SWITCHING (Rates and Charges in dollars and cents per car, except as noted)		
ITEM 160 [1] INTERMEDIATE SWITCHING (See Notes 2, 3 and 4)				ITEM 170 [1] INTRA-TERMINAL SWITCHING		
SUBJECT	APPLICATION	A	B	SUBJECT	APPLICATION	C
		Interline	Inter-Terminal			Intra-Terminal
		CHARGES (loads or empties)				CHARGES
Loaded or empty rail cars as described in Item 100	BETWEEN NOPB Interchange Connection with Railroads shown in Note 1 AND NOPB Interchange Connection with Railroads shown in Note 1	\$210.00	\$210.00	Loaded or empty rail cars as described in Item 100	BETWEEN any and all Switches, Tracks Industries and Warehouses on the NOPB AND any and all Switches, Tracks, Industries, and Warehouses on NOPB	\$400.00 per car in addition to regular switching charges.
<p>Note 1 - CN/IC Kansas City Southern Railway (KCS) [2] Louisiana Southern Railway Union Pacific Railroad (UP) CSX Transportation Inc. (CSXT) Norfolk Southern Railway Co. (NS)-(NO & NERR - NOT Co.) Burlington Northern and Santa Fe Railway (BNSF) / (ATSF) Central Gulf Railways (CGR)</p> <p>Note 2 - Excludes trains covered under a special haulage and/or intermediate agreement.</p> <p>Note 3 - Loaded cars defined as Hazardous Materials as per Item 70 will be charged an additional \$175.00. [A]</p> <p>Note 4 - Loaded cars defined as Oversized (Dimensional) Shipment per Item 110 will be charged an additional \$420.00. [A]</p>						
<p>For explanation of Letters A, B and C, Abbreviations and Reference Marks, see Item 99999.</p>						

TARIFF NOPB 8003

SECTION 2 DEMURRAGE RULES AND CHARGES	SECTION 2 DEMURRAGE RULES AND CHARGES
<p>ITEM 210</p> <p align="center">CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA</p>	<p>ITEM 210 (Cont'd.)</p> <p align="center">CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA</p>
<p>RULE 1 CARS SUBJECT TO RULES; ALSO EXEMPTIONS THEREFROM</p> <p>Cars of either railroad or private ownership, held for or by carrier lines, consignors, consignees, or their agents, for loading, unloading, forwarding directions, or for any other purpose (including cars held for loading with New Orleans Public Belt Railroad material, unless the loading is done by the New Orleans Public Belt Railroad 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 (See Section B of Rule 6), are subject to these demurrage rules, except as follows:</p> <p>The Following Cars are Not Subject to These Demurrage Rules:</p> <p align="center">SECTION A</p> <p>Cars subject to special detention rules and charges in connection with switch movements to and from locations on the New Orleans Public Belt Railroad.</p> <p>Note: Where switching service is performed on traffic moving under line haul rates which are subject to special detention charges and rules, the detention charges and rules provided in this Tariff will be subject to the same detention charges and rules as applicable in connection with the line-haul rates and such detention charges are to be paid by the shipper or consignee and shall accrue to this carrier.</p> <p align="center">SECTION B</p> <p>Private cars on Industry tracks when the ownership and/or lease of the car and industry are the same.</p> <p>Note: (a) For the purpose of the exemption from demurrage a private car is a car having other than railroad ownership. A lease of a car is equivalent to ownership.</p> <p>(b) If name of lessee is painted, stenciled or boarded on car, or a notation made on the bill of lading or shipping order, then the car is exempt from demurrage for lessee only.</p> <p>(c) If name of lessee is not painted, stenciled or boarded on car, or a notation made on the bill of lading or shipping order, then the car is exempt from demurrage for owners only.</p> <p>(d) Private cars while held under constructive placement for delivery on the tracks of their owners are subject to demurrage charges after expiration of free time.</p> <p>See Rules Nos. 5 and 10.</p>	<p>RULE 2 FREE TIME ALLOWED</p> <p align="center">SECTION A</p> <p>1. Forty-eight (48) hours (two days) free time will be allowed to load and unload all commodities in cars received from or to be delivered to connecting lines.</p> <p>2. When the same car is both unloaded and reloaded, each transaction will be treated as independent of the other.</p> <p align="center">SECTION B</p> <p>Forty-eight (48) hours (two days) free time will be allowed for loading and unloading all commodities moving from point to point on tracks of New Orleans Public Belt Railroad.</p> <p>Note: If a carrier line, consignor, consignee, or their agents, wishes any car held at any break-up yard or a hold-yard before placement, or after loading, such car will be subject to these demurrage rules and charges while so held.</p> <p align="center">SECTION C</p> <p>Twenty-four (24) hours (one day) free time will be allowed to load or unload all commodities in cars re-ordered after actual placement, from point to point on tracks of New Orleans Public Belt Railroad.</p> <p>Note: (a) When a car actually placed for loading or unloading whether or not partly loaded or unloaded at point where originally ordered, is reordered to another location on tracks of New Orleans Public Belt Railroad, 48 hours (two days) free time will be allowed to unload or partly unload and to load or partly load at point of original placement and 24 hours (one day) free time will be allowed at reorder destination.</p> <p>(b) When a car is reordered or reconsigned before actual placement, and no extra switching is charged thereon, a total of 48 hours (two days) free time will be allowed on cars for unloading and loading.</p> <p>(c) When a car placed for loading, whether or not partly loading at point where so placed, is moved by this railroad to another point within the confines of the same industry to load, forty-eight (48) hours free time will be allowed for the entire transaction.</p> <p>(d) When a car placed for unloading, whether or not partly unloaded at point where so placed, is moved by this railroad to another point within the confines of the same industry to unload, forty-eight (48) hours free time will be allowed for the entire transaction.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see last page of this tariff.</p>	

TARIFF NOPB 8003

SECTION 2 DEMURRAGE RULES AND CHARGES	SECTION 2 DEMURRAGE RULES AND CHARGES
ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA	ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA
<p>RULE 3 COMPUTING TIME</p> <p>For the purpose of computing time under these rules, Saturdays, Sundays and 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, except as otherwise provided in Rule 6, Section B, Rule 7, Section A, Rule 8, Section B and Rule 10, Section A. In the event one of the above holidays occurs on Sunday, the following Monday will be considered as a holiday for the purpose of this tariff.</p> <p align="center">SECTION A</p> <p>On cars held for loading, time will be computed from the first 7:00 a.m. after actual placement on public-delivery tracks, or from 7:00 a.m. of date of constructive placement. See Rule 4 (Constructive Placement) and Rules 5 and 6 (Constructive Placement).</p> <p align="center">SECTION B</p> <p>On cars held for unloading, time will be computed from the first 7:00 a.m. after actual placement on public-delivery tracks, or from 7:00 a.m. of date of constructive placement. See Rule 4 (Constructive Placement) and Rules 5 and 6 (Constructive Placement).</p> <p align="center">SECTION C</p> <p>On cars to be delivered on any other than public-delivery tracks, time will be computed from the first 7:00 a.m. after actual placement on such tracks, or from 7:00 a.m. of date of constructive placement. See Rule 4 (Constructive Placement) and Rules 5 and 6 (Constructive Placement).</p> <p>Note: "Actual Placement" is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the consignor, consignee or their agents.</p> <p align="center">SECTION D</p> <p>On cars to be delivered on interchange tracks of industrial plants performing their own switching service, time will be computed from the first 7:00 a.m. after actual or constructive placement on such interchange tracks until return to the interchange track. See Rule 4 (Constructive Placement) and Rules 5 and 6 (Constructive Placement). Cars returned loaded will not be recorded released until date proper billing instructions are received by the New Orleans Public Belt Railroad.</p>	<p>RULE 4 CONSTRUCTIVE PLACEMENT</p> <p align="center">SECTION A</p> <p>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 consignor, consignee or their agent, 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 consignor, consignee or their agent that the car is held (naming the hold point if not held at destination) and that this railroad 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 consignor, consignee or their agent, the car shall be considered constructively placed without notice.</p> <p align="center">SECTION B</p> <p>"Notice of Constructive Placement" shall be given in writing via facsimile 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).</p> <p align="center">SECTION C</p> <p>In all cases where notice is required, the removal of any part of the contents of a car by the consignee, or agent, shall be considered notice.</p> <p>Note: Constructive Notices covering cars destined to public, but not leased wharves, or bulk handling facilities will be forwarded to other parties upon request of the designated consignor, consignee, or their agent.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see last page of this tariff.</p>	

TARIFF NOPB 8003

SECTION 2 DEMURRAGE RULES AND CHARGES	SECTION 2 DEMURRAGE RULES AND CHARGES
<p>ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA</p>	<p>ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA</p>
<p>RULE 5 PLACING CARS FOR UNLOADING</p> <p>For the purpose of this rule, the term Consignee means the party to whom a shipment is consigned, or the party entitled to receive the shipment.</p> <p align="center">SECTION A</p> <p>When delivery of a car consigned or ordered to an industrial interchange track or to other than a public-delivery track cannot be made on account of the inability of the consignee, his agent, or a water carrier, to receive it, or from other causes beyond the control of this railroad, such car will be held by this railroad under constructive placement. The New Orleans Public Belt Railroad shall send or give the consignee, his agent, or water carrier, written notice of all cars it has been unable to deliver because of the condition of such tracks, or from other causes beyond the control of this Railroad. This will be considered constructive placement. See Rule 4 (Constructive Placement).</p> <p>NOTE: This will apply to such cars which consignees, their agents or water carriers, located on New Orleans Public Belt Railroad are unable to receive and which, for that reason the New Orleans Public Belt Railroad is unable to receive from the carrier line; the carrier line will advise the New Orleans Public Belt Railroad of point of shipment, car initials and number, contents and consignees, their agents or water carriers, and if transferred in transit, the initials and number of the original car; the New Orleans Public Belt Railroad will notify consignees, their agents or water carriers, and put such cars under constructive placement.</p> <p align="center">SECTION B</p> <p>When delivery cannot be made on specially designated public-delivery tracks on account of such tracks being fully occupied, or from other cause beyond the control of the New Orleans Public Belt Railroad, the New Orleans Public Belt Railroad shall send or give the consignee, or his agent, notice in writing of its intention to make delivery at the nearest point available to the consignee, or his agent, naming the point. Time will be computed from the first 7:00 a.m. after notice is sent or given until car or cars are released.</p>	<p>RULE 6 CARS FOR LOADING</p> <p align="center">SECTION A</p> <p>Cars for loading will be considered placed when such cars are actually placed or held on orders of the consignor, or his agent. In the latter case, the New Orleans Public Belt Railroad shall send or give the consignor, or his agent, written notice of all cars which it has been unable to place because of the condition of the track to which ordered, or because of other conditions, attributable to the consignor, or his agent. This will be considered constructive placement. See Rule 4 (Constructive Placement).</p> <p align="center">SECTION B</p> <p>1. Except as provided in Paragraph 2, when empty cars, placed for loading or orders, are not used, demurrage will be charged for all detention, including Saturdays, Sundays and holidays, from the first 7:00 a.m. after actual or constructive placement until released, with no free time allowance.</p> <p>2. When empty cars intended for loading import bulk freight from ship to car are placed for loading or orders and not used, a car detention charge of [I]\$60.00 per car per day will be charged for all detention, including Saturdays, Sundays and holidays, from the first 7:00 a.m. after car is selected for loading until released, with no free time allowance.</p> <p align="center">SECTION C</p> <p>Cars for loading are not released until loading is completed and proper billing instructions are received by the New Orleans Public Belt Railroad.</p> <p align="center">SECTION D</p> <p>Cars delivered to New Orleans Public Belt Railroad for connecting lines without proper billing instructions and held are subject to demurrage charges from the first 7:00 a.m. after delivery to New Orleans Public Belt Railroad until billing instructions are received, with no free time allowance and without notice.</p> <p align="center">SECTION E</p> <p>If an empty car is appropriated without being ordered, it shall be considered as having been ordered and actually placed at the time so appropriated. If not loaded, such car is subject to Section B, paragraph 1 of this rule.</p> <p align="center">SECTION F</p> <p>When an empty car placed on an order of one party is appropriated by another party, without the permission of this railroad, it shall be considered as having been initially ordered and placed on the order of the party appropriating the car subject to the accrued demurrage charges.</p>
	<p>(CONTINUED ON NEXT PAGE)</p>
<p>For explanation of abbreviations and reference marks not explained herein, see last page of this tariff.</p>	

TARIFF NOPB 8003

SECTION 2 DEMURRAGE RULES AND CHARGES	SECTION 2 DEMURRAGE RULES AND CHARGES
<p>ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA</p>	<p>ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA</p>
<p>RULE 6 (Cont'd.) CARS FOR LOADING</p> <p style="text-align: center;">SECTION G</p> <p>In the event a car is rejected account not suitable for loading, this item will not apply if the party ordering the car advises this railroad of rejection and condition that caused car to be rejected within twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, after actual placement or after constructive placement on shipper-owned or leased tracks. (See Note)</p> <p>If rejection has not been made within the time specified in the previous paragraph, demurrage will be charged for all detention, computed as set forth in this item.</p> <p>Note: When advice cannot be furnished because of authorized personnel of this railroad not being on duty to accept the advice, the party ordering the car will have until 9:00 a.m. of the next day on which this railroad had such personnel on duty to furnish the advice and the car will be released at the time during the railroad's off-duty hours such party was ready, willing and able to furnish the advice.</p>	<p>RULE 7 DEMURRAGE CHARGES</p> <p>[I]</p> <p style="text-align: center;">SECTION A</p> <p>On cars not subject to Rule 10, Average Agreement, and for detention not subject to Rule 8, Section B, after the expiration of free time allowed, or without free time allowance, when none is provided, the following demurrage charge per car per day, or fraction of a day, will be made until car is released (See Note):</p> <p>\$60.00 per car per day</p> <p>and the applicable demurrage charges will accrue on all Saturdays, Sundays and holidays (See Rule 3) subsequent to the first chargeable day including a Saturday, Sunday or holiday (See Rule 3) immediately following the day on which the first chargeable day begins to run except as otherwise provided in Rule 6, Section B and Rule 8.</p> <p style="text-align: center;">SECTION B</p> <p>The demurrage charges on cars subject to Average Agreement are set forth in Rule 10.</p> <p>Note: (a) Charges accruing under these rules must be collected in the same manner and with the same regularity and promptness as other transportation charges. Consignors, consignees, or their agents, may be required to give sufficient security to this railroad for the payment of demurrage charges.</p> <p>(b) Freight upon which charges have accrued under these rules shall not be removed from cars until charges thereon have been paid. When consignor, consignee, or their agent, refuses to pay, the New Orleans Public Belt Railroad will hold freight until payment is made and will continue to charge until freight is removed, or at its option may send freight to public warehouses or yards where the same will be held subject to storage charges and all other charges.</p> <p>(c) When cars are detained on private or specifically designated tracks for unloading beyond the time allowed, and demurrage charges are not promptly paid, the New Orleans Public Belt Railroad must, giving not less than five days written notice, decline to switch cars to private or specifically designated tracks for such parties and thereafter tender freight from public team tracks and collect all charges before delivery, until satisfactory guaranty is given that demurrage rules will be complied with.</p>
<p>For explanation of abbreviations and reference marks not explained herein, see last page of this tariff.</p>	

TARIFF NOPB 8003

SECTION 2 DEMURRAGE RULES AND CHARGES	SECTION 2 DEMURRAGE RULES AND CHARGES
<p>ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA</p>	<p>ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEAS, LA</p>
<p>RULE 8 CLAIMS</p> <p>No demurrage charges shall be collected under the rules provided in this Tariff for detention of cars through causes named in Section A of this Rule. Demurrage charges assessed or collected under such conditions shall be promptly cancelled or refunded by the New Orleans Public Belt Railroad.</p> <p>CAUSES</p> <p>SECTION A</p> <p>Weather interference, frozen or congealed lading, floods, earthquakes, hurricanes or tornadoes. (See Note) When any of the above conditions exist during the prescribed free time, forty-eight (48) hours for loading or unloading as the case may be, and it is impossible to employ men or teams in loading or unloading, or impossible to place freight in cars or move it from cars without serious injury to the freight, the free time shall be extended until a total of forty-eight (48) hours for loading or unloading as the case may be, free time from such interference shall have been allowed.</p> <p>Note: A consignor or consignee shall not be absolved from demurrage under Section A of this Rule if, considering the character of the freight, others similarly situated and under the same condition, reasonably could and did load or unload cars during the same period of time.</p> <p>SECTION B - Interference due to Strikes</p> <p>1. When, because of strikes, it is impossible for the consignor, consignee, or their agents, or anyone whose duty it is to do so, to load or unload (including partial loading or unloading) one or more of the cars placed on the tracks served by this carrier, or to receive inbound cars from or to make outbound cars available to this carrier, detention to cars on this carrier due to any of the above causes from the first 7:00 a.m., after such interference begins until the first 7:00 a.m. after such interference ceases, will be excluded in computing free time provided in Rule 2, and in computing charges provided in Rule 7 or in Rule 10. Such detention on loaded or empty cars will be charged for at the rate of [I]\$60.00 per car per day or fraction of a day, including Saturdays, Sundays and holidays (See Rule 3) and without free time allowance; provided the consignor, consignee, or their agents, presents claim in writing to this carrier within 30 days, exclusive of Saturdays, Sundays and holidays (See Rule 3), after the date on which interference ceased, stating the date and time such interference began and ceased.</p> <p>2. The detention of cars which otherwise would be subject to an average agreement (See Rule 10) will, during the period of interference set forth in Paragraph 1, be subject to the charge stated in Paragraph 1, and such cars will not, during that period, earn credits nor accrue debits, nor will it be permissible to offset the charge or any part thereof, accruing under Paragraph 1, by credits earned on the same car or other cars.</p>	<p>RULE 8 (Cont'd.) CLAIMS</p> <p>3. On cars subject to an average agreement (See Rule 10), the entire detention, computed under the applicable provisions of Rule 3, both before and after period of interference, set forth in Paragraph 1, will be consolidated into one period of detention subject to the provisions of rule 10.</p> <p>4. On cars not subject to an average agreement, the entire detention will be computed and consolidated as provided in Paragraph 3, and from the total of that period of detention which is not chargeable under Paragraph 1, there will be deducted the prescribed free time (See Rule 2) and proper allowance for other causes (named in Section A of this Rule 8), after which demurrage will be charged for the remainder of the detention as provided in Rule 7, Section A.</p> <p>SECTION C - Claims</p> <p>Except as otherwise provided under this Rule 8, 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, consignee shall be allowed such additional free time as the consignee would have been entitled to had the cars been timely placed.</p>
<p>(CONTINUED IN NEXT COLUMN)</p>	
<p>For explanation of abbreviations and reference marks not explained herein, see last page of this tariff.</p>	

TARIFF NOPB 8003

SECTION 2 DEMURRAGE RULES AND CHARGES	SECTION 2 DEMURRAGE RULES AND CHARGES
ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEANS, LA	ITEM 210 (Cont'd.) CAR DEMURRAGE RULES AND CHARGES ON EXPORT, IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC AT NEW ORLEANS, LA
<p>RULE 9 EXPORT, COASTWISE AND INTERCOASTAL FREIGHT</p> <p>Cars containing export, coastwise or intercoastal freight for movement to wharves served by NOPB will be accepted from connecting carriers only if:</p> <ol style="list-style-type: none"> 1. The operator of the terminal or wharf where the car is to be delivered has signed an Average Agreement with NOPB; or 2. An appropriate entity (the wharf or terminal operator, the consignee, the freight forwarder, the shipping line, etc.) qualified to do business in Louisiana and having offices in the New Orleans area has signed an agreement assuming responsibility for any demurrage charges that may be incurred by the car. If no signed agreement is received and/or no security is received within 48 hours of date and time of interchange, provisions of Rule 7 will apply. In its sole discretion, the NOPB may also require adequate security from an entity to secure demurrage charges. 3. Security. <p>(A) The deposit must be paid in cash, certified check, cashiers' check or money order before any freight car is delivered for loading or unloading. A deposit on one unit of equipment will not be transferrable to another.</p> <p>(B) The deposit for each car shall be in the minimum amount of [I]\$300.00 up to the maximum amount of demurrage, storage and other accessorial charges that accrued on any one car during the preceding 12 months.</p> <p>(C) However, in the case of a customer receiving multiple cars for loading or unloading, the total amount required to be deposited shall not exceed the higher of the following two numbers:</p> <ol style="list-style-type: none"> 1. \$2,200; 2. The amount of existing past due demurrage, storage and other accessorial charges accrued by the customer plus [I]\$500.00. <p>(D) The deposit will be refunded after the car(s) has been released and there is no charge for demurrage, storage and other accessorial charges on the corresponding equipment. If there is a charge for demurrage, storage and other accessorial charges on the corresponding equipment, the deposit will be refunded after payment has been received for demurrage, storage and other accessorial charges. The customer's request for refund must be made in the manner and to the office designated by the railroad. If no refund request is received by that designated office within thirty (30) days after the equipment is released, the railroad will refund the remainder of the deposit to the customer after deducting any unpaid demurrage, storage and other accessorial charges on that equipment.</p> 	<p>RULE 10 AVERAGE AGREEMENT</p> <p>When a written agreement as follows (See Section E) has been entered into, the charge for the detention of cars, on all cars subject to demurrage, except as otherwise provided in Section C, held for loading or unloading, shall be computed on the basis of the average time of detention to all such cars released during each calendar month (except as otherwise provided in the written agreement with respect to the termination thereof) which, for the purpose of this rule, shall be considered as closing at the first 7:00 a.m. of the ensuing month, such average detention and charge to be computed as follows:</p> <p align="center">SECTION A Free Time Allowed - Cars for Loading and Unloading</p> <p>One credit will be allowed for each car released before the expiration of the first twenty-four (24) hours of free time. After the expiration of forty-eight (48) hours free time, one debit per car per day or fraction of a day, will be charged. In no case shall more than one credit be allowed on any one car. In computing time under this rule, all Saturdays, Sundays and holidays (see Rule 3) will be counted after the first debit day, including a Saturday, Sunday or holiday (see Rule 3), immediately following the day on which the first debit day begins to run, except as otherwise provided in Rule 8.</p> <p>Note: Credits cannot be earned by private cars subject to Rule 1, Section B, but debits charged on such private cars while under constructive placement may be offset by credits earned on other cars.</p> <p align="center">SECTION B</p> <p>At the end of the calendar month the total number of applicable credits will be deducted from the total number of debits and [I]\$60.00 per debit will be charged for the remainder. If the credits equal or exceed the debits, no charge will be made for the detention of the cars except as otherwise provided in Section A for detention beyond the fourth debit day, and no payment will be made by this railroad on account of such excess of credits, nor shall the credits in excess of the debits of any one month be considered in computing the average detention for another month.</p> <p align="center">SECTION C</p> <p>A party who enters into this agreement shall not be entitled to include therein cars subject to Rule 6, Section B, nor detention subject to Rule 8, Section B, nor shall such party be entitled to cancellation or refund of demurrage charges under Section A, Paragraph 1, of Rule 8.</p> <p align="center">SECTION D</p> <p>A party who enters into this Average Agreement may be required to file sufficient security to this railroad for the payment of balances against it at the end of each month. (See Rule 9, 3 (B) and (C))</p>
	(CONTINUED ON NEXT PAGE)
For explanation of abbreviations and reference marks not explained herein, see last page of this tariff.	

SECTION 2
DEMURRAGE RULES AND CHARGES

ITEM 210 (Cont'd.)

CAR DEMURRAGE RULES AND CHARGES ON EXPORT,
IMPORT, INTERCOASTAL AND COASTWISE TRAFFIC
AT NEW ORLEAS, LA

RULE 10 (Cont'd.) AVERAGE AGREEMENT

AGREEMENT

SECTION E

New Orleans Public Belt Railroad.

Being fully acquainted with the terms, conditions and effect of the average basis for settling for detention to cars, as set forth in Tariff NOPB 8003, supplements thereto or successive issues thereof containing demurrage rules governing on tracks of the New Orleans Public Belt Railroad, and being desirous of availing (myself or ourselves) of this alternate method of settlement, (I or we) do expressly agree to and with the New Orleans Public Belt Railroad that with respect to all cars which may, during the continuance of this agreement, be handled for (my or our) account on tracks of the New Orleans Public Belt Railroad, (I or we) will fully observe and comply with all the terms and conditions of said rules as they are now published, or may hereafter be lawfully modified by duly published tariffs, and will make prompt payment of all demurrage charges accruing thereunder in accordance with the average basis as therein established or as hereafter lawfully modified by duly published tariffs.

This Agreement to be effective on and after the _____ day of _____, 20____, and to continue until termination, by written notice from either party to the other, which notice shall become effective on the first day of the month succeeding that in which it is given, except that for any failure or refusal to pay charges lawfully accruing under this Agreement, it may be terminated as of the date of written notice of termination.

Approved and accepted _____ 20____, by and on behalf of the above named railroad by _____.

For explanation of abbreviations and reference marks not explained herein, see last page of this tariff.

TARIFF NOPB 8003

EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS, ETC.

ITEM 99999

EXPLANATION OF LETTERS A, B AND C

A - Connection Terminal Switching. Covers switch movement in connection with or part of a road haul.

B - Inter-Terminal Switching. Covers switch movement from a track of one road to a track of another road when both tracks are within the limits of the switching district of New Orleans.

C - Intra-Terminal Switching. Covers switch movement from one track to another track of the NOPB.

EXPLANATION OF REFERENCE MARKS

- [A] - Denotes addition.
- [I] - Denotes increase.
- [NC] - Denotes change in wording which results in neither increases nor reduction in charges.
- [PA] - Partial Amendment
- [R] - Denotes reduction/decrease.

[1] - On cars used in intra-terminal switch movements, and also in inter-terminal switch movements originating or terminating on the NOPB, an additional charge of [I]\$250.00 per car will be assessed by this carrier for the use of the car while on its line, except when cars used are owned or leased by shipper or consignee.

[2] - NOPB having no direct connection, the Norfolk Southern Railway Co. (NOT Co.) acts as intermediate carrier and its switching is in addition.

EXPLANATION OF ABBREVIATIONS

- Co. - Company
- Etc. - Etcetera
- Inc. - Incorporated
- LA - Louisiana
- NO&NERR - New Orleans and Northeastern Railroad
- No. - Number
- NOPB - New Orleans Public Belt Railroad
- NOT Co. - New Orleans Terminal Co.
- NO - New Orleans
- RR - Railroad
- Ry - Railway
- STB - Surface Transportation Board
- Viz - Namely
- & - And

(Underscored portion denotes change.)