# TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS



# FREIGHT TARIFF TRRA 3023-U

(Cancels Freight Tariff TRRA 3023-T)

NAMING RATES BETWEEN
ALL POINTS ON THIS COMPANY'S RAILS IN
ST. LOUIS AND ST. LOUIS COUNTY, MISSOURI

**AND** 

EAST ST. LOUIS, BROOKLYN, GRANITE CITY, MADISON, NATIONAL CITY, SAUGET AND VENICE, ILLINOIS

**INCLUDING** 

RATES IN MISSOURI AND RATES IN ILLINOIS, RULES, ABSORPTIONS, DIVERSIONS, AND OTHER TERMINAL CHARGES

APPLICABLE TO LOCAL TRAFFIC; ALSO TO THROUGH TRAFFIC AS SPECIFICALLY PROVIDED HEREIN

# LOCAL FREIGHT TARIFF

Governed, except as otherwise provided herein, by Uniform Freight Classification 6000-Series.

ISSUED: June 10, 2024 EFFECTIVE: July 1, 2024

**ISSUED BY** 

Terminal Railroad Association of St. Louis 1017 Olive Street, 5th Floor St. Louis, MO 63101

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# **RULES AND REGULATIONS - GENERAL**

# ITEM 5

# METHOD OF CANCELING ITEMS

As this tariff is supplemented, numbered items with lettered 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 60-A cancels Item 60 and Item 80-B cancels Item 80-A in a prior supplement, which in turn cancelled Item 80.

# **ITEM 10**

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

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

#### CARMACK AMENDMENT

# ITEM 1

# CARRIER LIABILITY LOSS AND DAMAGE TO LADING

The following liability provisions will apply unless TRRA and shipper agree in writing to different liability provisions: General:

#### A. CARMACK AMENDMENT LIABILITY

TRRA offers Carmack Amendment protection tailored to the commodity and route over which a Shipper is requesting rail service. If desired, please contact your TRRA sales representative to receive a specific rate quote with Carmack Amendment protection. If Carmack Amendment protection is desired for a shipment that extends beyond TRRA's network, it is the Customer's responsibility to contact and determine the requirements, limitations, and fees of the other carrier(s), and to obtain Carmack Amendment protection from the other carrier(s). Any Shipper that wants TRRA to assume liability for damages up to a declared value of the goods being shipped must provide the following before tendering the goods to TRRA:

- a statement declaring the election of Carmack Amendment protection and the value of the shipment.
- (2) acknowledgement that the Carmack Premium, as defined below, will be added to their invoices, or billed to them separately, and
- (3) railcar and waybill numbers for each affected railcar as soon as reasonably possible. TRRA's liability for damage to, or loss of goods in transit under (a), this item, shall not exceed, and is limited to, the lesser of value of the goods or the declared value, if applicable. In the absence of an election by Shipper under this Item Carmack Amendment protection is waived and the provisions of this Item, shall apply.

# **B. GENERAL PROVISIONS:**

If the Shipper does not elect Carmack Amendment protections as set forth in above, TRRA will assume liability for freight claims subject to the following limitations:

- 1. TRRA's minimum claim for loss or damage to freight is \$500.00.
- TRRA's maximum liability for loss of or damage to freight is the lower of (i) its original cost; (ii) the cost of replacement; or (iii) \$10,000.00 per rail car; provided, however, any liability of TRRA for damaged cargo shall be reduced by the amount of any net salvage proceeds received by Shipper for such cargo.
- TRRA's Carrier's liability for storage of goods shall be conditioned upon evidence of unauthorized entry into the rail car while the same is in the possession of TRRA.

(Continued in next column)

## CARMACK AMENDMENT

## ITEM 1 (Cont'd)

# CARRIER LIABILITY LOSS AND DAMAGE TO LADING

# B. GENERAL PROVISIONS: (Cont'd)

- 4. TRRA will not be liable for lost, damaged, or delay to lading caused by an Act of God, a public enemy, the authority of the law, labor strikes, acts of civil disobedience, the inherent nature or character of the acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the lading is not in the actual physical custody and control of TRRA.
- 5. Shipper acknowledges and accepts the inherent tendency of perishable goods to deteriorate or decay. TRRA is not liable for the decline of goods as is reasonably expected to occur while enroute. TRRA is not liable for the decline of goods attributable to natural shrinkage, disease or decay within the goods when loaded.
- TRRA shall not be responsible for loss or damage to the freight or shipments originating or terminating outside the United States when the location at which damage occurred is unknown.
- 7. A claimant must mitigate its damage by acceptance of damaged or remaining cargo and may not abandon damaged or remaining goods to TRRA unless the damaged or remaining lading retains no value. Product that is abandoned to TRRA in an undamaged condition will be sold and the salvage proceeds only, less salvage expenses, will be remitted to the owner.
- Shipper is responsible for proper and lawful packaging, loading, stacking, blocking, bracing, and evidence of TRRA 's mishandling.
- Shipper is responsible for loading only cars suitable for Shipper's cargo and determining that car doors are properly closed.
- Individual pricing documents may contain different limits which take precedence over the terms in this Item.
- 11. Subject to the limitations in this Item 110, and the remaining provisions of this General Tariff 8001-H, claims for damage to, or delay or loss of, any Commodity transported by TRRA is governed in all other respects by the provisions of the Carmack Amendment and Title 49 of the United States Code

(Continued on next page)

## **CARMACK AMENDMENT**

ITEM 1 (Cont'd)

# CARRIER LIABILITY LOSS AND DAMAGE TO LADING

## C. SHIPPER INDEMNITY:

- The shipper agrees to indemnify and hold harmless TRRA from any loss, damage, or expense for personal injuries, death or property damage resulting from the shipper's negligence or failure to comply with the provisions contained herein. Acceptance of a shipment by TRRA for transportation shall not be considered as a waiver of shipper's liability.
- Export Fees: On shipments intended for export from the United States of America, TRRA will not be liable for charges such as brokerage fees, fines, penalties, foreign marine or foreign country freight charges, import duties or other such charges on cargo that is lost, damaged or delayed in domestic transportation.

## D. LIABILTY RESTRICTIONS:

- Except as otherwise provided herein, the party in possession of rail cars and/or lading will be liable to the other as provided for by common law. In the event of an act or omission of any party involved in the transportation process; (shipper, TRRA, receiver) is not the sole cause but contributes to any loss or damage, each party will be liable for only that portion of the loss or damage caused by its negligence.
- TRRA is not liable for temperature, corrosion or humidity related losses unless mechanical protective service is requested, paid for and carrier owned or leased equipment is used.
- TRRA is not liable for loss or damage caused by defective equipment when such equipment is not owned, or leased by TRRA.
- 4. Cargo loss and damage claims presented to TRRA will be resolved for the account of all domestic U.S.A. and Canadian rail carriers, while in this country, involved in transportation of shipments moving under the provisions of this publication, unless a connecting rail carrier's tariff or agreement provides for more limited liability in which case the more limited liability provision will govern.

(Continued in next column)

## **CARMACK AMENDMENT**

ITEM 1 (Cont'd)

# CARRIER LIABILITY LOSS AND DAMAGE TO LADING

# D. LIABILITY RESTRICTIONS: (Cont'd)

5. TRRA will not be liable for more than \$250.00 per car load for the amount of internal revenue taxes paid or determined and customs duties paid on distilled spirits, wines, and beer previously withdrawn from bond, which were lost, rendered unmarketable or condemned by a duly authorized official by reason of fire, flood, casualty or break age, destruction or other damage (but not including theft) resulting from vandalism or malicious mischief, if such damage or disaster occurred in the United States of America, and if such distilled spirits, wines or beer were held and intended for sale at the time of such disaster or other damage.

# E. LOSS OR DAMAGE VERIFICATION AND DISPOSITION PROVISIONS:

- TRRA has the right to inspect, weigh or reject shipments at origin, en route or at destination for non-compliance with the provisions contained in the applicable publications.
- TRRA reserves the right to inspect damaged cargo. As a condition precedent to payment of any claims against carriers for loss or dam age, theconsignee must within twenty-four (24) hours of shipment's arrival, notify the destination A ion carrier, shipper and TRRA, if TRRA is not the destination carrier, of any claimed damage and llow destination carrier or its agent to inspect.
- Failure of the TRRA to inspect damaged cargo, for whatever reason, will not relieve the burden of the claiming party to establish that cargo was received in a dam aged condition or ill it be considered an admission of liability by the rail carrier.
- 4. Shipper and/or consignee must mitigate damage by accepting the damaged cargo unless it is totally worthless and is without salvage value. Shipper and/or consignee may not abandon damaged or partially dam aged shipments to the rail carrier when the amaged shipments retain any value. Product-that is abandoned to the TRRA in an undam aged condition shall be sold for account of the beneficial owner and salvage proceeds only, less any salvaging expenses incurred, shall be remitted to the beneficial owner.

(Continued in next page)

|                 | CARMACK AMENDMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                             | CARMACK AMENDMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| ITEM 1 (        | Cont'd)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ITEM 1 (Cont'd)                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                 | CARRIER LIABILITY<br>LOSS AND DAMAGE TO LADING                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CARRIER LIABILITY LOSS AND DAMAGE TO LADING |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| F. CLA          | IMS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | G. SE                                       | ALS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2. Ir<br>a<br>d | with a statement of the formula or basis on which the damages are calculated, plus documentation to support the calculation.  Information identifying the rail shipment including equipment initials and numbers, shipper and receiver's names, notify party's name, shipping date and commodity.  Origin records or certification as to the condition and quantity of the cargo at the time tendered to the origin rail carrier. If shortage is involved, origin seal records must be furnished. | 2.                                          | Unless otherwise agreed to between Shipper and TRRA, it is the sole responsibility of the shipper to determine the type of protection necessary to protect the cargo, including but not limited to the use of seals and security devices. TRRA does no provide seals, apply seals, or determine if seals of security devices are appropriate or adequate, except in the case of contamination (see paragraphs below). Nor does TRRA, in all cases, inspect shipments for seal integrity. In the event that a seal or a security device is broken, or missing, the absence or breach of a seal will not create a presumption of contamination or theft without actual physical evidence. Documentation of the application of seals or security devices at origin Is the responsibility of the shipper and the seal number(s) must be included on the bill of lading or shipping instructions and in any claim application.  For TRRA to consider a claim for contamination or cargo the shipment must be sealed by the actual shipper or its agent. The minimum seal will be a barrier type seal meeting American Society for Testing and Materials (ASTM) standards, a cable seal 1/8 inch in diameter, a high security bolt seal or its equivalent. All seals utilized by the shipper will be sequentially numbered and recorded on the bill of lading or shipping instructions. The shipper will maintain for one year a record of the date and time of the application of seal, and the identity of the person applying the seal. |
| C.              | certified invoices or repair bills.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| f.              | Evidence as to the disposition of the damaged cargo.                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| g.              | Carrier reserves the right to summarily deny any and all claims submitted that does not                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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# SECTION 1 LIST OF SWITCHES, INDUSTRIES AND PUBLIC DELIVERY YARDS

# **LIST OF INDUSTRIES**

| LIOT OF INDUSTRIES                        |                                  |                |        |          |
|-------------------------------------------|----------------------------------|----------------|--------|----------|
| NAME                                      | LOCATION                         | CITY           | STATE  | ZIP CODE |
| A&K Railroad Materials, Inc.              | 600 Chicago Street               | Granite City   | IL     | 62040    |
| ADM Milling Company                       | 5020 Shreve Avenue               | St. Louis      | MO     | 63115    |
| <sup>(1)</sup> Advantage Metals Recycling | 5 N. Market St.                  | St. Louis      | МО     | 63102    |
| Afton Chemical                            | 501 Monsanto Avenue              | Sauget         | IL     | 62201    |
| Affton Trucking                           | 420 Gimblin Street               | St. Louis      | MO     | 63147    |
| Ameren UE                                 | 212 Monsanto Avenue              | Sauget         | IL     | 62201    |
| Ameren UE                                 | 6440 Lennox                      | St. Louis      | MO     | 63166    |
| American Colloid Co.                      | 1601 Walnut                      | Granite City   | IL I   | 62040    |
| Amsted Rail                               | 1700 Walnut                      | Granite City   | IL     | 62040    |
| Amtrak                                    | 550 South 16th St.               | St. Louis      | MO     | 63103    |
| Anheuser-Busch                            | 1 Busch Place                    | St. Louis      | MO     | 63118    |
| B and L Drayage                           | 725 East Carrie Avenue           | St. Louis      | MO     | 63147    |
| Becker Iron & Metal                       | 1310 Broadway                    | Venice         | IL     | 62090    |
| Ben Hur Construction                      | 5200 Shreve Avenue               | St. Louis      | MO     | 63115    |
| Bruce Oakley                              | #1 Angelica St.                  | St. Louis      | MO     | 63147    |
| Bulk Services East                        | 1201 Front Street                | East St. Louis | IL     | 62202    |
| Bulk Service Tyler Street                 | 1840 N. Wharf Street             | St. Louis      | MO     | 63102    |
| Bunge-SCF Grain, LLC                      | 651 North Front St.              | Fairmont City  | IL     | 62201    |
| Carbonox (A)                              | 6515 Page Industrial Ave.        | St. Louis      | MO     | 63133    |
| Cargill, Inc.                             | 430 South Front St.              | East St. Louis | IL     | 62201    |
| Center Ethanol Company, LLD               | 231 Monsanto Avenue              | Sauget         | IL<br> | 62201    |
| Custom Steel Processing                   | 1001 College Street, P.O. Box 39 | Madison        | IL     | 62060    |
| Eagle Alcohol Company, LLC                | 885 East Taylor Avenue           | St. Louis      | MO     | 63147    |
| Eagle Warehouse & Distributing Co. (A)    | 4305 Semple Ave.                 | St. Louis      | MO     | 63120    |
| Ee-Jay Motor Transports, Inc.             | 1501 Lincoln Ave.                | East St. Louis | IL     | 62204    |
| Environmental Chemical                    | #1 Angelrodt St.                 | St. Louis      | MO     | 63147    |
| Evertrak, LLC                             | 5485 Brown Ave.                  | St. Louis      | MO     | 63120    |
| Evoqua Water Technologies                 | 3202 W. 20th St.                 | Granite City   | IL     | 62040    |
| Exxon Mobil Corporation                   | 1201 McKinley Ave.               | Venice         | IL     | 62090    |
| Feed Products and Service Co.             | 920 Fairway Drive                | Madison        | IL     | 62060    |
| Flex Rail <b>(A)</b>                      | 1201 McKinley Ave.               | Venice         | IL     | 62090    |
| Foam Supplies, Inc. <b>(A)</b>            | 1201 McKinley Ave.               | Venice         | IL     | 62090    |
| FW Warehousing, Inc.                      | 1091 E. Taylor Ave.              | St. Louis      | MO     | 63147    |
| Gateway Food Products                     | 3604 Mississippi Avenue          | Cahokia        | IL     | 62206    |
| Gateway Rail Services                     | 1100 Niedringhaus Ave.           | Granite City   | IL     | 62040    |
| General Resource Technology               | 924 Fairway Park Dr.             | Madison        | IL     | 62060    |
| Graham Packaging                          | 6901 McKissock Avenue            | St. Louis      | МО     | 63147    |
| Granite City Pickling                     | 1020 Niedringhaus                | Granite City   | IL     | 62040    |
| Gunther Salt Co.                          | 101 Buchanan St.                 | St. Louis      | МО     | 63147    |
| <sup>(2)</sup> Henkel Consumer Goods, LLC | 6901 McKissock Avenue            | St. Louis      | МО     | 63147    |

(Continued on next page)

# **SECTION 1** LIST OF SWITCHES, INDUSTRIES AND PUBLIC DELIVERY YARDS

# **LIST OF INDUSTRIES**

| LIST OF INDUSTRIES                         |                             |              |       |          |
|--------------------------------------------|-----------------------------|--------------|-------|----------|
| NAME                                       | LOCATION                    | CITY         | STATE | ZIP CODE |
| INEOS USA, LLC                             | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
| International Paper Company                | 5300 Bircher Blvd.          | St. Louis    | MO    | 63120    |
| Intramotev (A)                             | 4350 Semple Ave.            | St. Louis    | MO    | 63120    |
| Intrepid Potash, Inc.                      | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
| Kiesel Company                             | 19 Branch Street            | St. Louis    | MO    | 63147    |
| Kessler Containers Ltd.                    | 8544 Page Avenue            | St. Louis    | MO    | 63114    |
| Kemira Water Solutions                     | 10 Breman Ave.              | St. Louis    | MO    | 63147    |
| Kinder Morgan St. Louis Liquid<br>Terminal | 2425 S. Wharf St.           | St. Louis    | МО    | 63104    |
| Lilley Warehousing, Inc.                   | 1101 16th Street            | Granite City | IL    | 62040    |
| Lineage Logistics                          | 4300 Planned Industrial Dr. | St. Louis    | MO    | 63120    |
| Luxco                                      | 6301 N. Broadway            | St. Louis    | MO    | 63147    |
| Malinckrodt, Inc.                          | 3600 N. Second St.          | St. Louis    | MO    | 63147    |
| Marathon Petroleum Company LP (A)          | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
| Mayco                                      | 1200 16th Street            | Granite City | IL    | 62040    |
| Metro East Industries                      | 37 Arsenal St.              | St. Louis    | MO    | 63116    |
| Municipal River Terminal (MRT)             | #1 North Market St.         | St. Louis    | MO    | 63102    |
| NOVA Chemicals Inc.                        | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
| Omaha Track                                | 1450 Edwardsville Road      | Granite City | IL    | 62040    |
| Ostara St. Louis Ltd. (A)                  | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
| Pilot Travel Centers                       | 990 Cana St.                | Brooklyn     | IL    | 62059    |
| P.Q. Corporation                           | 4238 Geraldine Ave.         | St. Louis    | MO    | 63115    |
| Phillips Petroleum Co.                     | 3300 Mississippi Ave.       | Cahokia      | IL    | 62206    |
| Quality Rail Services                      | P.O.Box 128                 | Madison      | IL    | 62060    |
| RTEX Railcar Leasing & Sales, LLC (A)      | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
| (3) SA Recycling                           | 3620 N. Hall Street         | St. Louis    | MO    | 63147    |
| (3) SA Recycling                           | 1143 16th Street            | Granite City | IL    | 62040    |
| (3) SA Recycling                           | 3144 North Broadway         | St. Louis    | МО    | 63147    |
| Scotwood Industries (A)                    | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
| Serioplast US LLC                          | 4400 Planned Industrial Dr. | St. Louis    | MO    | 63120    |
| Sicalco Ltd.                               | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
| Solutia, Inc.                              | 500 Monsanto Avenue         | Sauget       | IL    | 62206    |
| St. Louis Reload, Inc.                     | #9 Fox Industrial Park      | Madison      | IL    | 62060    |
| Steelworks Corporation, The                | 1020 Niedringhaus           | Granite City | IL    | 62040    |
| Strategic Materials, Inc.                  | 24 Branch Street            | St. Louis    | МО    | 63147    |
| The Clorox Sales Company (A)               | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
| The Prairie Line                           | 1 Arsenal St.               | St. Louis    | MO    | 63118    |
| Transchemical, Inc.                        | 419 East DeSoto             | St. Louis    | МО    | 63147    |
| USH Master Tenant, LLC                     | 1820 Market St.             | St. Louis    | МО    | 63103    |
| U. S. Steel                                | 1951 State St.              | Granite City | IL    | 62040    |
| U. S. Steel Blast Furnace                  | 1951 State St.              | Granite City | IL    | 62040    |
| Valicor Environmental Services             | 5450 Brown Avenue           | St. Louis    | МО    | 63120    |
| Viper Rail Car                             | 1201 McKinley Ave.          | Venice       | IL    | 62090    |
|                                            |                             |              |       |          |

<sup>(1)</sup> Formerly "Grossman Iron and Steel Co."

(Industries formerly shown herein and not brought forward are hereby eliminated.)

<sup>(2)</sup> Formerly "Dial Corporation, The"(3) Formerly "PSC Metals Inc."

| SECTION 1 LIST OF SWITCHES, INDUSTRIES AND PUBLIC DELIVERY YARDS PUBLIC TEAM TRACKS WITH LOCATION |               | SECTION 2                                        |                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
|---------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|                                                                                                   |               | RULES AND TER                                    | MINAL CHARGES                                                                                                                                                                                                                                                                                                                                                                      |  |  |
| IN MADI                                                                                           |               | ITEM 11                                          |                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| PUBLIC TEAM TRACKS                                                                                | LOCATION      | SWITCHING LIMITS AT EAST ST. LOUIS, IL           |                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| Madison, IL                                                                                       | Market Street | NAME OF ROAD                                     | LIMITS                                                                                                                                                                                                                                                                                                                                                                             |  |  |
|                                                                                                   |               | Alton & Southern Railway Corp.                   | Entire Line                                                                                                                                                                                                                                                                                                                                                                        |  |  |
|                                                                                                   |               | Burlington Northern & Santa Fe<br>Railroad Corp. | Terminal only. No switching facilities.                                                                                                                                                                                                                                                                                                                                            |  |  |
|                                                                                                   |               | Canadian National / Illinois<br>Central Railroad | Tolson, IL to Granite City, IL, inclusive, East St. Louis to Sugar Loaf, IL, inclusive; Valley Junction, IL and southeast to Mile Post 6; Eas St. Louis, IL to Madison, IL, inclusive.                                                                                                                                                                                             |  |  |
|                                                                                                   |               | CSX Transportation Corp.                         | Rose Lake Yard, East St. Louis to Washington Park, IL, inclusive.                                                                                                                                                                                                                                                                                                                  |  |  |
|                                                                                                   |               | Gateway Eastern Railway Corp.                    | East St. Louis from Willows to<br>Q Tower, Granite City, IL                                                                                                                                                                                                                                                                                                                        |  |  |
|                                                                                                   |               | Kansas City Southern Railway<br>Company          | East St. Louis, Granite City,<br>Madison, Sauget, Cahokia<br>and Venice, IL                                                                                                                                                                                                                                                                                                        |  |  |
|                                                                                                   |               | Norfolk Southern Railway Corp.                   | Venice, Madison, National City,<br>East St. Louis and Granite<br>City, IL, extending on a point<br>200 feet north of the A.O.<br>Smith switch on The Alton &<br>Eastern Division, East St.<br>Louis to and including<br>Southern Railway Round<br>House.                                                                                                                           |  |  |
|                                                                                                   |               | Port Harbor Railroad Inc.                        | Granite City, IL                                                                                                                                                                                                                                                                                                                                                                   |  |  |
|                                                                                                   |               | Terminal Railroad Association of St. Louis       | Entire Line.                                                                                                                                                                                                                                                                                                                                                                       |  |  |
|                                                                                                   |               | Union Pacific Railroad Corp.                     | East St. Louis to Granite City, Madison, IL and National Stock Yards, IL, inclusive. East St. Louis to Mitchell Yard IL, inclusive. Valley Junction, IL on the north to Bixby, IL, inclusive, on the south, including Sugar Loaf, IL, on the east. Valley Junction, IL, yard limits only. Also Centreville, IL. East St. Louis Granite City, Madison, Sauge Cahokia and Venice, IL |  |  |
|                                                                                                   |               |                                                  |                                                                                                                                                                                                                                                                                                                                                                                    |  |  |

| SF                                                                                                                                                                                                                         | ECTION 2                                                                                                                                                                                                                                                                                                                  | SECTION 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| RULES AND TERMINAL CHARGES                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                           | RULES AND TERMINAL CHARGES                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| ITEM 12                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                           | ITEM 14                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|                                                                                                                                                                                                                            | IITS AT ST. LOUIS, MO                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| NAME OF ROAD                                                                                                                                                                                                               | LIMITS                                                                                                                                                                                                                                                                                                                    | SECURITY DEPOSIT (CUSTOMER FINANCIAL RESPONSIBILITIES)                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| Burlington Northern & Santa<br>Fe Railroad Co.                                                                                                                                                                             | St. Louis, including line service the St. Louis Water Works, Chain of Rocks Plant, to Larimore, MO, inclusive. St. Louis, MO (Ewing Ave) to Valley Park, MO (Mile Post 18.9) and South on River Division to Lemay, MO (Mile Post 19.8), both inclusive.                                                                   | The TRRA reserves the right to require a security deposit to ensure payment of demurrage, storage, freight, or any other accessorial charges that may accrue from every customer who:  1. Does not have credit with the Terminal Railroad Association of St. Louis (as determined by TRRA) or                                                                                                                                                                                    |  |
| Missouri Eastern Railroad<br>LLC                                                                                                                                                                                           | Lackland to Olive Street Road                                                                                                                                                                                                                                                                                             | Fails to pay demurrage, storage, freight, or any other accessorial charges in line with the provisions of all TRRA Tariffs.                                                                                                                                                                                                                                                                                                                                                      |  |
| Norfolk Southern Railway<br>Corp.  Terminal Railroad<br>Association of St. Louis                                                                                                                                           | St. Louis through Baden, MO to foot of East approach of Missouri River Bridge (.4 mile west of Mile Post 21), inclusive.  Entire Line.                                                                                                                                                                                    | Any required security deposit must be paid by certified check, cashier's check or money order, ACH or Wire before any freight car is delivered to such customer for loading or unloading.  Security deposit amount will be determined by the TRRA. If a bill is not paid when due, the TRRA may immediately satisfy the bill by drawing against the security. Thereafter, the customer must immediately reinstate the required deposit.                                          |  |
| Union Pacific Railroad Corp.                                                                                                                                                                                               | Main Line West from St. Louis to Valley Park, MO.; Lake Line, to but not including, Matco, MO; Main Line South from St. Louis, MO; and including Jefferson Barracks, MO; all points on the Carondelet Line. Rock Island Junction to Vigus, MO, Inclusive except on Coal Rate District 28.                                 | Whether or not demand should be made upon a delinquent customer for the deposit or maintenance of security for reasons heretofore stated, and whether or not the customer complies, refuses or fails to so deposit or maintain the security, if customer is the subject of congestion for the TRRA, as determined by the TRRA, the TRRA reserves the right to issue an embargo against all rail transportation by TRRA to and from the customer, so long as congestion exists or |  |
| ITEM 13                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                           | otherwise                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| Freight transported under this herein, will be subject to the c                                                                                                                                                            | DRAGE RULES AND CHARGES tariff, in addition to rates named urrent rules and charges named in                                                                                                                                                                                                                              | continues. In short, the TRRA may issue and maintain the embargo while the congestion exists, irrespective of customer compliance with the security deposit provisions of this item.  Because deposits are established due to delinquencies or                                                                                                                                                                                                                                   |  |
| thereof. (See Exceptions 1 &                                                                                                                                                                                               | s, supplements thereto or reissues 2)                                                                                                                                                                                                                                                                                     | non-payment of charges, no interest will be paid by the TRRA                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| detention charges and rules, t<br>be subject to the same detent<br>in connection with the line-had<br>Tariff RIC 6004-Series, will no                                                                                      | rates which are subject to special the charges provided in this tariff will ion charges and rules as applicable all rates, and provisions of Freight of apply.                                                                                                                                                            | on any security deposit held. It is within the discretion of the TRRA to determine when issues of delinquency have been resolved and when the customer is no longer required to maintain a security deposit. Should rail service to the customer no longer be required, the security on deposit will be released and returned, upon satisfaction of all outstanding bills.                                                                                                       |  |
| tracks under constructive place charges as provided is Section after expiration of forty-eight (car(s) is placed on private traces such car(s) is removed from recomputed from the first 7:00 For the purpose of computing | mpty private cars held on railroad tement will be subject to demurrage in 1 of Freight Tariff RIC 6004-Series 48) hours free time until such time cks, or orders are received whereby ailroad tracks. (Free time to be AM after constructive placement, free time, Saturday, Sundays and 5, FT RIC 6004) to be excluded.) | Enforcement of Charges: The TRRA reserves the right, at its sole discretion, to withhold delivery of railcars to a customer when a customer's account is in arrears, and to deny all services to that customer until all outstanding delinquent charges have been paid.                                                                                                                                                                                                          |  |
|                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |

#### **RULES AND TERMINAL CHARGES**

## ITEM 15

# DEPARTMENT OF TRANSPORTATION (DOT) EXCEPTIONS

A charge of \$597.00 per occurrence will be assessed to the shipper identified in the waybill when a railcar containing a Hazardous Material is found to have a Department of Transportation (DOT) Exception caused by or the result of acts or omissions of the shipper, while a car is in the TRRA's possession and/or is on TRRA property. Please refer to the Directory of Hazardous Materials Shipping Descriptions, Appendix A for a complete listing of applicable Hazardous Material commodities. Applicable DOT exceptions are defined in 49 CFR Part 209 Appendix B.

If the Federal Railroad Administration (FRA) subsequently assesses a fine against the TRRA and the actual amount of that fine exceeds \$597.00, the TRRA will bill the shipper identified on the waybill the actual cost.

## ITEM 16

## RAILCAR CONTAMINATION SURCHARGES

Any party releasing a loaded or empty railcar to the TRRA is solely responsible for ensuring that the railcar wheels and all safety appliances (ladders, grab irons, brake handles, catwalks, etc.) are clean from any commodity residue and that all valves and discharge ports are properly secured and sealed to prevent leakage during rail movement. Failure to adhere to these requirements may result in a per car charge and potential delays to shipments.

- 1. Origin or Destination: In the event, after having been removed from the loading or unloading facility, or while sitting on TRRA tracks, TRRA personnel discover, in TRRA's sole discretion, that the railcar has any of the above contamination, leakage, or unsafe conditions, the car will be returned to the loading or unloading facility and the party responsible, including a consignor, consignee, or any other responsible party or agent, whether joint or solo (hereafter "Responsible Party" or "Responsible Parties") respectively responsible for releasing the railcar to the TRRA may be assessed a \$790.00 per car surcharge. The Responsible Party shall further indemnify and hold harmless the TRRA from all costs, including but not limited to property damage, death, injury, attorney's fees and court costs, associated with any spill, release, response, mitigation, cleanup and ultimate disposal resulting from failure to comply with this item. Furthermore, in addition to the above surcharge, applicable handling/switch charges as published in TRRA Tariff may be assessed.
- 2. In Transit: A railcar that is found to meet any of the above contamination or unsafe conditions while in transit over the TRRA's lines will be stopped and transported to the first appropriate and available location for decontamination, cleaning, repair, or securement. The Responsible Party (as defined in Section 1) is responsible for tendering the railcar to the TRRA may be assessed a \$790.00 per car charge in addition to all applicable handling/switch charges that may be due.

(Continued on next page)

## **SECTION 2**

# **RULES AND TERMINAL CHARGES**

## ITEM 16 (Cont'd)

# RAILCAR CONTAMINATION SURCHARGES

Assessment and/or payment of the aforementioned surcharges will not relieve the Responsible Party of its responsibility for property damage, environmental contamination and cleanup, personal injury or death attributable to or resulting from the tendering of a contaminated or leaking railcar to the TRRA. Acceptance of a railcar in interchange by the by TRRA that is later determined by TRRA to be contaminated or unsafe will in no way relieve the Responsible Party of its obligation herein, and shall not constitute waiver by the TRRA of Responsible Party's obligations hereunder to tender a clean and safe railcar to the TRRA for its handling.

#### **ITEM 17**

# USE OF SPECIAL EQUIPMENT IN CROSS-TOWN SWITCHING MOVEMENTS

(Applicable only at points in Missouri)

Rates or charges published in this tariff for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded only when loaded in or on ordinary equipment. Ordinary equipment means:

- 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," and "FM" as listed under the heading of heavy capacity and special type flat cars in the Official Railway Equipment Register, RER 6414-Series or reissues.
- 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.
- Open to hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 pounds.
- Cars other than described as ordinary equipment in Paragraphs 1 to 4 above, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded are loaded in cars that are other than ordinary equipment, the rate or charge to apply will be the rate or charge published in this tariff for application to shipments loaded in ordinary equipment as described in Paragraphs 1 to 5 above (See Exceptions) plus \$185.00 per car. On joint line movement, the foregoing charge will be assessed only once regardless of the number of carriers used and will be divided: \$90.00 for each carrier when two carriers are involved and \$60.00 per carrier when three carriers perform the switching service.

EXCEPTION 1 - The provisions of this paragraph will not apply to a movement of a car from one location to another to complete loading for immediate outbound road-haul movement under a line haul rate or from one location to another to complete unloading of a car that has just terminated an inbound road-haul movement under a line-haul rate, provided billing covering the switching movement contains a notation by the shipper connecting the switch movement with the immediately prior or subsequent line-haul movement.

EXCEPTION 2 - The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal), or Iron Ore, or when special charges are in effect on heavy duty flat cars that bear mechanical designations "FG," "FW," "FM," or "FD."

EXCEPTION 3 - The provisions of this paragraph will not apply when ordinary equipment is ordered and other than ordinary equipment is furnished at carrier's convenience.

## **RULES AND TERMINAL CHARGES**

#### **ITEM 18**

# USE OF SPECIAL EQUIPMENT IN CROSS-TOWN SWITCHING MOVEMENTS

(Applicable only at points in Illinois)

Rates or charges published in this tariff for application on intraplant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded only when loaded in or on ordinary equipment. Ordinary equipment means:

- 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.
- 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," and "FM" as listed under the heading of heavy capacity and special type flat cars in the Official Railway Equipment Register, RER 6414-Series or reissues.
- 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
- Open to hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 pounds.
- Cars other than described as ordinary equipment in Paragraphs 1 to 4 above, owned or léased by shipper or

When shipments that are both loaded and unloaded are loaded in When shipments that are both loaded and unloaded are loaded in cars that are other than ordinary equipment, the rate or charge to apply will be the rate or charge published in this tariff for application to shipments loaded in ordinary equipment as described in Paragraphs 1 to 5 above (See Exceptions) plus \$185.00 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal), or Iron Ore. On joint line movement, the foregoing charge will be assessed only once regardless of the number of carriers used and will be divided: \$90.00 for each carrier when two carriers are involved and \$60.00 per carrier when three carriers perform the switching service.

EXCEPTION 1 - The provisions of this paragraph will not apply to a movement of a car from one location to another to complete loading for immediate outbound road-haul movement under a line haul rate or from one location to another to complete unloading of a car that has just terminated an inbound road-haul movement under a line-haul rate, provided billing covering the switching movement contains a notation by the shipper connecting the switch movement with the immediately prior or subsequent linehaul movement.

EXCEPTION 2 - The provisions of this paragraph will not apply when ordinary equipment is ordered and other than ordinary equipment is furnished at carrier's convenience.

#### **SECTION 2**

#### **RULES AND TERMINAL CHARGES**

## **ITEM 19**

# RULES AND CHARGES GOVERNING DIVERSION OF FREIGHT

#### **DEFINITION OF THE TERM "DIVERSION"**

The term "diversion" means any order received by TRRA that requires:

- A change in the billing/shipping document of a shipment, should bear separate notation stating where, when and date diversion was affected, or
- A change in the party responsible for payment of transportation charges (freight payer) of a shipment, or
- Stopping a car for the purpose of delivery or reforwarding.

#### CONDITIONS

- These provisions are applicable only to cars that are in TRRA's possession.
- Orders for diversions will only be accepted from:
  - Consignor

  - Consignee Freight Payer

  - Another railroad participating in the line-haul movement Authorized representatives of the Consignor, Consignees or Freight payer, effected under these
- After a car has been received by the TRRA, diversion orders must be requested prior to car being:
  - Interchanged for delivery to connecting railroad, or to a consignee located on TRRA
  - Actually or Constructively placed by TRRA

Actual Placement - Placement of a car in an accessible position for unloading, or at a point designated by the consignee

Constructive Placement - Notice to consignee that a car is available for placement, when a car cannot be actually placed because of any condition attributable to the

- D. That shipments have not broken bulk.
- Orders for diversion will not be accepted under these rules while an embargo is in force. Shipments made under authorized permits are not subject to this condition.
- On "Straight" consignments the original bill-of-lading should be surrendered or other proof of ownership established
- Request for diversion must be made or confirmed in writing as follows:

Customer Service Department

Custoffer Service Department
1201 McKinley Street
Venice, IL 62090
Area Code (618) 451-8438 from 0730 to 1600 hours Monday thru Friday; (618) 451-8447 after 1600 hours
Fax No. (618) 451-8439 or 8449

- All charges will be billed by this carrier against the person or company who ordered the diversion. Η.
- Order Notify Shipments:
  - 1. Diversion orders will not be accepted on "Order Notify" bill-of-lading consignments.

#### **EXCEPTIONS**

After placement, an order for delivery of the car to other than the billed consignee will be accepted by TRRA as follows:

- If no additional movement of the car is required, subject to the charge for "all other diversions" \$206.00 per car.2.
- If additional movement of the car to a location within the switching limits is required, it will be considered a new movement, subject to switching charges. See Items: 60-62-76-77-96-109.

(Continued on next page)

#### **RULES AND TERMINAL CHARGES**

ITEM 19 (Continued)

#### **RULES AND CHARGES GOVERNING DIVERSION OF FREIGHT**

#### **EXCEPTIONS-Continued**

3. If additional movement of the car to a location outside the switching limits is required, it will be considered a new movement subject to the line haul charges from the diversion location

#### **BACK HAUL CHARGES**

- BEFORE PLACEMENT: If a car is diverted on order placed with Customer Service Department before placement for unloading, the published local rates to cover this back-haul service in each direction, plus diversion charge of \$206.00 per A. car will be assessed.
- AFTER PLACEMENT: If a car has been placed for unloading AFTER PLACEMENT: If a car has been placed for unloading at original billed destination and reforwarded without being unloaded, published local rates to and from point of diversion plus diversion charge of \$206.00 per car will be assessed. See NOTE 1. Where all charges have been paid to or at original destination, and delivery accepted and a new bill of lading (not and Exchange Bill of Lading) issued to a new destination on basis of local (not proportional, reshipping, or trans-shipping) rate from the forwarding point and without any carrier or agent of the carrier acting for the shipper, the transaction will not be considered as a diversion and no diversion charge will be assessed diversion charge will be assessed.

(This note will not apply, viz.)

- Where less than the fill combination of local rates upon the original destination is applied.
- Where all or any portion of the charges to the original destinations are collected at final destination.

This must be construed as authorizing the application of intrastate rates (i.e.) rates applicable only on intrastate traffic) on any portion of an interstate movement.

#### HOLDING IN TRANSIT CHARGES

- Prior to arrival of the car on TRRA:
  - Notice of arrival will be given to the party on whose order car is held.
    The car will be held at a location on TRRA's tracks and
  - will be subject to the diversion charge for "holding" for the holding privilege \$132.00 per car.

NOTE - Above subject to applicable tariff charges.

- After arrival of the car on TRRA:
  - Notice of arrival will be given to the party on whose order the car is held.
  - The car will be held at a location on TRRA's tracks and will be subject to the diversion charge for "holding" for the
  - Holding privilege- \$132.00 per car.
    Following the initial holding of the car, it will then be subject to the diversion charge for "change in destination," if the car is ordered to the original billed destination or diverted to another destination-\$206.00
  - per car. Additional movement of the car at the yard where car is 4
    - If any car is ordered to be moved to another location on the TRRA, it will be subject to the local switching charges. See Items 60-62-76-77-96-109
  - Cars to be completely unloaded at the billed destination
    - a. If the car is ordered to the original billed consignee for complete unloading, it will be subject to the diversion charge for "all other diversions" \$206.00
    - If the car is ordered for complete unloading at other than the billed consignee, it will be subject to the diversion charge for "change in consignee after arrival of car at destination" - \$206.00 per car.

(Continued in next column)

#### **SECTION 2**

#### **RULES AND TERMINAL CHARGES**

ITEM 19 (Continued)

#### **RULES AND CHARGES GOVERNING DIVERSION OF** FREIGHT

## HOLDING IN TRANSIT CHARGES- Continued

- Any additional orders for movement of the car prior to an order for complete unloading will be subject to the local switching charges. See Items: 60-62-76-77-96-109
- Cars diverted beyond TRRA:
  - If the car is diverted beyond the TRRA, it will be subject to the charge for "change in destination"-\$206.00 per car.
    NOTE- Plus applicable tariff charges.

#### CHANGING A DIVERSION ORDER

- Only one change in "destination" or "route" will be permitted by TRRA.
- Requests to cancel a previous order to "change destination or route" will be subject to the diversion charge of \$206.00
- per car.
  Requests for changes (including cancellation) of a previous order, other than a change in "destination" or "route", will be subject to the diversion charge for "all other diversions"-\$206.00 per car.
- If a car that is billed for "stopping-in-transit," is completely unloaded at the stop-off station, an industrial switch charge will be assessed.

#### TRRA'S RESPONSIBILITY TO EFFECT DIVERSIONS

- TRRA will not assume any responsibility for effecting a diversion when a car has been classified into a train for its connecting carrier.
- TRRA will not be responsible for executing a diversion order on a specified day or time of day.
  TRRA will not be responsible for increased charges when the diversion cannot be accomplished at the desired location.

# **DIVERSION CHARGES**

- When the applicable diversion provisions have been met, the following diversion charges will apply:
  - On changes in the following:

Consignee after arrival of car at destination-\$206.00

Destination - \$206.00 per car

Route - \$206.00 per car

- Holding \$132.00 per car
- All other diversions \$206.00 per car

#### **ITEM 19.5**

## NON-ABSORPTION AND RE-CHARGE OF INTERMEDIATE CARRIER'S SWITCH CHARGE

Except as otherwise provided, when interchange between TRRA and the line-haul carrier is effected by an intermediate carrier, applicable tariff charges assessed by the intermediate carrier for the switch movement will be in addition to the TRRA Switching Charge and subject to TRRA re-charge to line-haul

# **RULES AND TERMINAL CHARGES**

# ITEM 20

# HANDLING CHARGE TO PROCESS BILL OF LADING RECEIVED VIA FAX, EMAIL, MAIL OR PHONE

TRRA will not charge for any billing received via EDI prior to car movement. TRRA will process bill of Lading requests received by fax, email, mail or phone for movement on TRRA either to connecting lines or between customers on the TRRA for a handling charge of \$95.00 Per car for Non Hazardous movement And \$160.00 per car for Hazardous movements.

- 1. Request to process bill of lading must also include party to be billed this handling charge.
- Billing for cars to interchange must be forwarded to connecting lines by party requesting TRRA to bill cars on TRRA. Request for billing must contain:
  - 1. Car Identification
  - 2. Complete route
  - 3. Standard Commodity Code (STCC)
  - 4. Origin
  - 5. Destination
  - 6. Prepaid/Collect
  - 7. Billing Address
  - 8. Hazardous Declaration for Hazardous Commodities

## **ITEM 21**

# COLLECTION OF CHARGES AND ACCOMPLISHING SURRENDER OF BILL OF LADING

RULE 1 – As connecting lines will not protect freight or other charges on cars billed for delivery from their tracks within the switching limits of East St. Louis (Items No. 11 and 12), this carrier reserves the right to hold such cars at any point on its rails subject to Demurrage and Storage Rules and Charges named in Freight Tariff RIC 6004-Series, supplements thereto and reissues thereof, until all charges, including Demurrage and Storage Charges, which may have accrued while cars were so held are paid.

When cars are held under this rule, notice that cars so held, will be sent to the consignee.

RULE 2 - In Trans-Mississippi River traffic, "Shipper's Order" cars will not be accepted from any connecting lines when for delivery on the tracks of connecting lines within the switching limits of East St. Louis or St. Louis (Items No. 11 and 12), unless prior arrangement has been made for the acceptance of car and protection of Bill of Lading by the line on whose rails car is to be delivered, except that shipments billed "in bond" will be accepted regardless of destination.

**RULE 3** - Traffic having both origin and destination within the switching limits of East St. Louis or St. Louis (Items No. 11 and 12) will not be accepted billed to "Shipper's Order."

**RULE 4** - On Switching Traffic loaded on or reconsigned from points on the rails of this carrier to point on connecting lines within the switching limits of East St. Louis or St. Louis (Items No. 11 and 12), all charges, including delivering lines switching and intermediate switching, if any, must be prepaid or authorized in full.

**RULE 5** - On Trans-Mississippi River traffic from connecting lines destined to points on connecting lines within the switching limits of East St. Louis or St. Louis (Items No. 11 and 12), the switching charges of delivering line and intermediate line, if any, must be authorized on the billing.

(Continued in next column)

#### SECTION 2

## **RULES AND TERMINAL CHARGES**

ITEM 21 (Continued)

# COLLECTION OF CHARGES AND ACCOMPLISHING SURRENDER OF BILL OF LADING

RULE 6 - When for delivery on the rails of this Carrier:

a) This carrier will not accept cars carrying freight or other charges or billed "Shipper's Order" when handled in switching service, i.e., when not handled across the Mississippi River by this carrier, except that cars billed "Shipper's Order" when "in bond" will be accepted.

## **ITEM 23**

# MARKED CAPACITIES, LENGTHS, DIMENSIONS AND CUBICAL CAPACITIES OF CARS

Governed by the Official Railway Equipment Register RER 6414-Series, or reissues, for marked capacities, lengths, dimensions

## **ITEM 25**

# REGULATIONS GOVERNING DANGEROUS ARTICLES OTHER THAN EXPLOSIVES

The transportation of dangerous articles, other than explosives, will be subject to Bureau of Explosives Tariff BOE 6000-Series, and reissues.

## **ITEM 27**

## **REGULATIONS GOVERNING EXPLOSIVES**

The transportation of explosives will be subject to regulations for the transportation of explosives published in Bureau of Explosives Tariff BOE 6000-Series, and reissues.

# ITEM 30

# NON-ACCIDENT RELEASE (NAR) OF HAZARDOUS MATERIAL

A charge of \$3,580.00 per occurrence will be assessed to the shipper or consignee identified on the waybill when a Non-Accident Release (NAR) of Hazardous Materials is caused by or is the result of the acts or omissions of such shipper or consignee, while a car is in the Terminal Railroad Association of St. Louis possession and/or is on Terminal Railroad Association of St. Louis possession property. Please refer to the Directory of Hazardous Materials Shipping Descriptions (as published by Railinc Corporation and amended from time to time), for a complete listing of applicable Hazardous Material Commodities.

Assessment or payment of the foregoing charge will not relieve any party, including without limitation, the shipper, consignor, receiver, consignee, or agent, of its responsibility for any property damage, personal injury, death, costs associated with emergency response or environmental contamination and cleanup, and any other claims, costs, losses, and damages attributable to the NAR.

A NAR is defined as: An unintentional release of hazardous material during transportation not caused by a rail-related accident or derailment. NARs consist of leaks, splashes, and other releases from improperly secured or defective valves, fittings and tank shells. NARs also include venting of non-atmospheric gases from safety relief devices.

#### **RULES AND TERMINAL CHARGES**

#### **ITEM 34**

#### SHIPMENTS FOR EMBARGOED POINTS

Billing or orders for the movement of shipments to embargoed points will not be accepted unless duly authorized permits have been secured by the shipper or the inbound carrier.

# **ITEM 35**

#### **BILLING**

- All loaded cars must be accompanied by regular waybill showing consignor, point of origin, contents, weight, consignee and final destination.
- Empty cars must be accompanied by billing showing consignee, destination and order number unless enroute home under car service rules.
- Refrigerator or ventilated cars containing stoves, lining, racks and dunnage, returned to owner, must be regularly billed (See Item No. 54)
- d) Cars billed to one consignee in care of another party's switch will not be accepted by this carrier unless the owner or owners of the switch shall have advised us that permission to use the switch has been granted to consignee.
- e) Cars intended for stop-over on the rails of this carrier must be billed direct to the specific stop-over point; the route beyond this company's rails and the ultimate destination must be shown in bodies of waybills covering shipments of this nature.
- f) A car containing two or more less than carload consignments billed from or to an industry on this carrier's rails, must be billed by shippers directly to the agent of the road over which shipments are to be forwarded as "Merchandise," or specific commodity "For Distribution," or from the road direct to consignees, such as billing to show the total weight of all consignments in cars. such as billing to show the total weight of all consignments in cars. forwarded as "Merchandise," or specific commodity "For Distribution," or from the road direct to consignees, such as billing to show the total weight of all consignments in cars.

# ITEM 37

#### **DOUBLE LOADS**

Articles which require two or more cars for their transportation shall be charged at actual tariff rates per car. No charge for idlers supplied by railroads for their own protection because of shifted loads.

#### **ITEM 39**

#### **EMPTY CARS FOR LOADING**

All orders for empty cars required for loading must be placed with the Car Distribution Department, Venice, IL.

#### **ITEM 40**

# **EMPTY CARS ORDERED FOR LOADING AND NOT USED**

When 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 charge of \$417.00 per car in addition to car demurrage will be collected from the person, firm or corporation ordering such car.

## **SECTION 2**

#### **RULES AND TERMINAL CHARGES**

## **ITEM 41**

#### **EMPTY FREIGHT CARS**

No charge will be made for the return home of an empty freight car which has been handled in the opposite direction loaded, nor for the handling of an empty car for return loading, when handled to or from Industries or public team tracks served by this railroad.

If cars are handled empty in both directions, they will be charged at regular tariff rates as provided in Items 62, 77 and 109 or reissues thereof.

- New cars or newly acquired cars moved empty to home or loading point by the order of the owner must be billed at regular tariff rates.
- Private line cars moving to shops for repairs, or from such shops after having been repaired, will be charged for at tariff rates at the time movement is made.

#### **ITEM 42**

# EMPTY CARS REJECTED BY AN INDUSTRY ACCOUNT UNFIT OR UNSUITABLE FOR LOADING

Empty cars furnished to Industries served by this carrier, on bona fide car orders, which are rejected by the industry account unfit or unsuitable for loading, will be returned to the line furnishing such car or cars and the applicable tariff charges named in Items 62, 77, and 109 for handling the empty car to the industry siding and from the industry siding to the furnishing carrier will be assessed against the line furnishing such unfit or unsuitable car or cars.

#### **ITEM 44**

#### **TANK CAR FREIGHT**

- Rates or ratings provided for freight in tank cars do not obligate this carrier to clean or repair tank cars, all cleaning and repairs if necessary must be performed by and at the expense of shipper, lessee or owner.
- b) Before tank cars are loaded the shipper must examine the tanks and appurtenances to see that the outlet valves are in proper condition, outlet valves must be closed. Tanks with bottom discharge outlets must have outlet caps off during the entire time tanks are being loaded. When loading has been completed all closures of openings in tank cars and their protective housing must be properly secured in place by use of a bar, wrench or other suitable tool.

#### **RULES AND TERMINAL CHARGES**

## **ITEM 50**

## INTERCHANGE ERROR MOVEMENTS

Cars received by TRRA in error or without forwarding instructions from the delivering carrier will be handled in accordance with AAR Car Service Rule 7, subject to a switching charge of \$132.00 per car for returning car to delivering carrier or forwarding car to proper carrier within the same switching district. Charge for this service will be assessed against the delivering carrier.

If cars are held by TRRA awaiting disposition or necessary data from delivering carrier, an additional charge of \$57.00 per car will be assessed against the delivering carrier for each day, or fraction thereof, car is held from the first 12:01 A.M. following notification that car is being held for disposition until disposition is furnished. This provision will not apply when forwarding instructions are awaited from shipper and car would be subject to demurrage charges.

## **ITEM 51**

#### LOADING AND UNLOADING FREIGHT

All freight must be loaded by shipper and unloaded by consignee, and such as may require it, must be safely blocked or braced by shipper at their expense.

#### **ITEM 52**

# RATES TO OR FROM SWITCHES, INDUSTRIES AND DELIVERY POINTS NOT SPECIFIED

Rates to or from Industries, switches and delivery points not specified in the list of Industries shown herein, but which are located within the switching limits of the Terminal Railroad Association of St. Louis as shown in Items 11 and 12 will be the same as those applying to or from the nearest point on the TRRA which is specified

#### **ITEM 53**

# NON-LIABILITY FOR NATURAL SHRINKAGE AND DISCREPANCIES IN WEIGHTS ON GRAIN AND GRAIN PRODUCTS

When carriers' liability for loss is established, there shall be deducted from the loss in weight on all grain, flaxseed, soybeans and screenings from grains, unground, one-eighth of one percent of the total weight of the contents of the car.

# **ITEM 54**

# STOVES, LINING, RACKS AND DUNNAGE

Used in refrigerator or ventilator cars, when returned to the road or owner from which car is received, will be handled free on local traffic and also on through traffic when published tariffs of connecting lines authorize free handling over their rails. Such cars must be sealed and regularly billed.

## ITEM 55

# PERISHABLE FREIGHT - PROTECTIVE SERVICE

The TRRA does not provide protective service. Perishable freight under protective service will be accepted with the understanding that protective service is not provided by the TRRA and the TRRA accepts no liability for any loss or damage resulting from failure of such protective service unless arrangements for such protective service is made in advance with the TRRA advance with the TRRA.

#### **SECTION 2**

#### **RULES AND TERMINAL CHARGES**

#### **ITEM 56**

# RAIL SURVEILLANCE SERVICE

#### **DEFINITIONS AND SERVICE PROVIDED**

- 1. Rail Surveillance Service is defined as the observation and/or inspection of one or more conveyances (railcar (s), trailer(s), or container(s)) within one hour after it has stopped at any location for any reason, and conducting re-inspections at least once each hour, to the extent practicable, when the conveyance is not moving.
- Inspection is external only and for the purpose of assuring the integrity of the conveyance and such locks or seals as may be attached.
- 3. When Rail Surveillance Service is requested on trailer or container-on flat car shipments, the rail carrier first receiving the shipment will sign for it on DD Form 1907, or comparable form (signature and tally record) and the rail carrier last releasing the trailer or container will release it on the same form. Rail Surveillance Service for trailer or container-on flat car shipments will apply only from rail ramp or terminal at origin to rail ramp or terminal at destination.
- 4. Rail Surveillance Service requires immediate notification of consignee upon delivery.

## CERTIFICATION REQUIRED

1. Rail Surveillance Service will only be furnished upon request of the shipper by annotation on the Bill of Lading reading: Foreign military sales shipment Rail Surveillance Service requested in accordance with US Government requirement," as foreign military sales to foreign governments under the Arms Export Control Act of October 22, 1998, as amended, and only when advance notice is given to the origin carrier as to the date advance notice is given to the origin carrier as to the date and route of the shipment. Carrier responsibility for surveillance will begin on physical receipt of car and will terminate with placement at destination.

# ARTICLES ON WHICH RAIL SURVEILLANCE SERVICE WILL APPLY

# PART A

Demolition Kits, inert;

Handguns;

Launch Tube and Gripstock for Stinger Missile; Launch Tube, Sight Assembly and Gripstock for Hamlet and Redeye Missiles;

ight Automatic Weapons up to and including .50 callibres;

Mortar Tubes up to and including 4.2 inches; Optical Sight and Missile Guidance set for "Tow" missiles; Rifles, Recoiless, up to and including 106 mm Rocket

Launchers;

Shoulder-Fired Grenade Launchers; Shoulder-fired Weapons other than Grenade Launchers; Tracker for Dragon Missile.

(Continued on next page)

#### **RULES AND TERMINAL CHARGES**

ITEM 56 (Continued)

#### **RAIL SURVEILLANCE SERVICE**

ARTICLES ON WHICH RAIL SURVEILLANCE SERVICE WILL APPLY- Continued

#### PART B

Explosive Class A and B viz:

Ammunition for articles described in Part A of this Item except ammunition for hand guns, Light Automatic Weapons and Shoulder-fired Weapons other than Grenade Launchers, up to and including .50 calibre. Ammunition for Recoiless Rifles up to and including:

Hindration of Recolless Rilles up to 106 mm; Blasting Caps; Bulk Explosives Class A and B; Black Powder; Composition A, B and C Series; Explosive D; Initiating Explosives; Pentolite:

Pentolite;

Tetryl/Tetrylol;
Trinitrotoluene (TNT);
Solid Propellant;
Demolition Kits containing Class A or B Explosives;

Detonator Cord;

Detonators;

End Items of Conventional and Guided Missile Ammunition (Except Artillery Rounds, Bombs and Torpedos) which have an individual item (i.e. Unit of Issue) container or package weight of 60 pounds or less; Hand Grenades, White Phosphorus, Fragmentation or

Concussion,
Mines, Anti-Tank or Anti-Personnel;
Missiles and Rockets weighing less than 60 pounds each; Supplemental Charges.

#### PART C

Class C Explosives, viz:

Ammunition for:

Handguns,

Light Automatic Weapons,
Shoulder Fired Weapons other than Grenade Launchers, up
to and including .50 calibre;
Bulk Explosives Class C;

Demolition Kits with Explosive Class C components; Detonator Cord:

Detonators

# ALLOWANCE FOR SWITCHING LINES FOR RAIL SURVEILLANCE

Switching lines performing intermediate service on cars requiring rail surveillance service to be allowed \$479.00 per car to be absorbed on an equal basis by the inbound and outbound road haul carriers.

On traffic originating or terminating at points in the Switching District, switching lines performing rail surveillance service will be allowed \$479.00 per car, which will be absorbed by the inbound or outbound road haul carrier, as the case may be

(Continued on next page)

## **SECTION 2**

## **RULES AND TERMINAL CHARGES**

ITEM 56 (Continued)

## RAIL SURVEILLANCE SERVICE

ARTICLES ON WHICH RAIL SURVEILLANCE SERVICE WILL APPLY- Continued

#### PART D

RAIL SECURITY-SENSITIVE MATERIAL (RSSM):

- A rail car containing more than 2,268 kg (5,000 lbs) of a Division 1.1, 1.2 or 1.3 (explosive) material as listed and defined Section 173.50 to 173.63 Part 173 of Tariff ICC BOE 6000 Series.
- A tank car containing a material poisonous by inhalation as defined in 49 CFR 171.8, including anhydrous ammonia, Division 2.3 gases poisonous by inhalation as set forth in 49 CFR (Code of Federal Regulations) 173.115(c), and Division 6.1 liquids meeting the defining criteria in 49 CFR 173.132(a)(1)(iii) and assigned to hazard zone A or hazard zone B in accordance with 49 CFR 173.133(a), excluding residue quantities of these materials; and,
- 3. A rail car containing a highway route-controlled quantity of a Class 7 (radioactive) material, as defined in 49 CFR 173.403.
- Note 1: Switching Carrier performing intermediate switching service on all Rail Security-Sensitive Material (RSSM - PIH/TIH) shipments will be subject to a \$479.00 per car charge. Switching charge will be accessed to the inbound road haul carrier.
- Note 2: Freight handled between connecting lines on one side of the Mississippi River and Industries served by Terminal Railroad on the same side and or opposite side of the Mississippi River will be charged \$479.00 per car to the waybilled consignee of subject shipment.

## **RULES AND TERMINAL CHARGES**

## **ITEM 57**

## WEIGHING CHARGES

INDUSTRIAL WEIGHING

Cars weighed in transit over consignee's or consignor's own private scales located within the plant or adjacent thereto on lead to plant - \$132.00 per car - per weighing. Terminal Railroad Association of St. Louis does not have a track scale and no longer holds itself out to perform weighing except as shown above.

## **ITEM 58**

#### **TURNING CARS**

When cars not properly placarded as to which side or end is to be used for loading or unloading are tendered to the Terminal Railroad Association of St. Louis with subsequent request for turning of the car prior to placement, a charge of \$258.00 per car will be assessed for the service of turning.

Cars not properly placarded as to which side or end is to be used for loading or unloading which are ordered turned after placement will be assessed the following charges:

# CHARGE PER CAR (See Note)

| FROM                                                        | то                                                                | If turning of the car<br>requires handling of<br>the car beyond the<br>confines of the<br>industry at which<br>initially placed | If turning of the car does not require handling of the car beyond the confines of the industry at which initially placed |
|-------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Industry,<br>Team,<br>Warehouse,<br>Wharf or<br>other track | Tracks within the same switching limits and return to same tracks | Intra-terminal switching charge                                                                                                 | Intra-plant<br>switching charge                                                                                          |

NOTE: If bill of lading carries notation that car has been placarded and placard has disappeared before placement, the charge named herein will not apply.

## **SECTION 3**

## LOCAL LINE-HAUL RATES, TRANS-MISSISSIPPI RIVER

## **ITEM 59**

# LOCAL LINE-HAUL TRANS-MISSISSIPPI RIVER RATE APPLICATION

Unless otherwise noted in individual items, the rates quoted in this section will apply:

- a) On traffic originated locally within the East St. Louis Switching District (see Item No. 11) and terminated locally within the St. Louis Switching District (see Item No. 12) or on traffic originated locally within St. Louis Switching District (Item No. 12) and terminated locally within the East St. Louis Switching District (see Item No. 11).
- b) On traffic from or to points beyond the East St. Louis and St. Louis Switching Districts when no through rail rates are in effect.
- c) Traffic billed locally to East St. Louis by connecting carriers east of the Mississippi River or billed locally to St. Louis by connecting carriers west of the Mississippi River and diverted to points within the switching limits of St. Louis or East St. Louis, as the case may be, connecting carrier not absorbing this railroad's charges, will be considered as local traffic and rates shown in this Section will apply.
- d) Rates in this Section will apply on traffic designated in paragraphs (a), (b) and (c) of this item between points and connections as shown below:

| BETWEEN                                                                                                                                                                                                                                                                                                                                                                                                                      | AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| St. Louis, St. Louis County, MO, as follows: Industries located on tracks of Terminal RR Association of St. Louis (For list of Industries, see Section No. 1 of Tariff)  Also track connections with: Burlington Northern and Santa Fe Ry Co (West) Central Midland Railway Co. (Lackland, MO) Union Pacific RR (12th and 23rd Sts) Union Pacific RR (Chouteau Ave. Lesperance St.) Norfolk Southern RR Co (North St. Louis) | East St. Louis, Brooklyn, Dupo, Granite City, Madison, National City, Sauget and Venice, IL, as follows: Yards and Industries located on track of Terminal RR Association of St. Louis (For list of Industries, see Section No. 1 of Tariff)  Also track connections with: Alton & Southern Ry Co. Burlington Northern and Santa Fe Ry. Co. (East) CSX Transportation System Gateway Eastern Ry Co. Kansas City Southern Railway Company Canadian National/Illinois Central RR Union Pacific RR Norfolk Southern RR Co. Port Harbor Railroad Inc. |
|                                                                                                                                                                                                                                                                                                                                                                                                                              | i ortifiarbor i talli odd illo.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

# LOCAL LINE-HAUL RATES, TRANS-MISSISSIPPI RIVER

## **ITEM 60**

# LOCAL LINE-HAUL TRANS-MISSISSIPPI RIVER RATES ALL FREIGHT

Intermediate service, i.e., freight cars loaded or empty handled between connecting lines on opposite sides of the Mississippi River.....\$112.00 per car

Freight handled between connecting lines on one side of the Mississippi River and Industries served by Terminal Railroad on the opposite side of the Mississippi River..................\$417.00 per car

NOTE: Rate does not include crew costs to unload cars at Industry.

## **ITEM 61**

#### **INSTRUMENTATION TEST CAR**

Self contained engineering research car equipped with devices capable of the measurement which is in transit in normal freight train service, of vibration, shock and other forces acting upon and affecting other cars in the train equipped to handle permanent performance data for the benefit of the operator and carrier will be handled by Terminal Railroad Association of St. Louis for the following charge:

Between connecting lines - \$193.00 per car per move.

NOTE: These rates do not include the cost of running repairs nor any services such as storage, electricity, or water.

## **SECTION 3**

## LOCAL LINE-HAUL RATES, TRANS-MISSISSIPPI RIVER

#### **ITEM 62**

#### **EQUIPMENT FREIGHT AND PASSENGER**

Equipment, Passenger, Standard Gauge on Own Wheels,

Caboose, Coaches, Sleepers, Diners, Baggage, Mail or Express Cars handled between connecting lines (See Note 1 of this Item)..................................\$166.00 each

Freight Cars, new repaired or other than new or repaired when not entitled to free movement and Idler Cars..\$417.00 each (See Note 2 of this Item)

Locomotives and Motor Cars, per unit, under own power handled between connecting lines............\$166.00 each (Plus Pilot Charge where applicable)

Snow Plows, Steam Shovels, Derricks, Boom Cars and Cranes, [16] Scale Testing Cars and Sprayer Cars......\$489.00 each

Equipment Cars, accompanying above or moving alone and Spreader Cars handled between connecting lines......\$116.00 each

NOTE 1: When handled between lines, charges will be assessed against the delivering road in all cases.

NOTE 2: Above rates will be assessed for each movement, except that no charge will be made for the return home of any empty freight car which has been handled in the opposite direction loaded, nor from the handling of an empty freight car for return loading, when handled between Industries served by Terminal Railroad or when handled between Industries served by Terminal Railroad and connecting lines. Regular Tariff rates apply to all other movements.

NOTE 3: Charge will be assessed against the carrier delivering the flat car containing empty ,trailers-containers to TRRA.

#### **ITEM 63**

# ARTICULATED AND MULTIPLE UNIT TOFC, COFC, STACK PACKS, CONTAINER, HOPPER AND COVERED HOPPER CARS

Articulated and Other Multiple Unit TOFC/COFC, Container, Stack Pack, Hopper, and Covered Hopper Cars, Loaded or Empty, Between Connecting Lines......\$112.00 per unit for each unit of the Articulated or Multiple Unit Car.

When originating at or destined to an Industry served by the Terminal, add to the foregoing, an additional charge of \$417.00 per unit for each unit of the Articulated or Multiple Unit Car.

## LOCAL LINE-HAUL RATES, TRANS-MISSISSIPPI RIVER

## **ITEM 64**

# LOADING CHARGE FOR SPECIAL TYPE OF HEAVY CAPACITY FLAT CARS

A charge of \$132.00 per shipment, in addition to the regular trans-river rates named herein will be made for each shipment both originating and terminating within the St. Louis - East St. Louis Switching Districts as named in this Tariff, for the movement of which this carrier is required to furnish flat cars bearing Mechanical Designation "FW" or "FWS" of any capacity and cars of Designation "FM" of 200,000 pounds and over nominal capacity; and a charge of \$489.00 per shipment on flat cars bearing Mechanical Designation "FD" or "FDS" as named in Rule 21 of the Official Railway Equipment Register, RER 6414-Series and reissues thereof.

#### ITEM 70 [C]

# **SPECIAL TRAIN SERVICE**

Upon specific request of shipper, consignee or owner or when in the judgment of this carrier (see Note 1) special (not regular) train service is required for a particular movement, this carrier will provide such special (not regular) train service at a charge of \$7,500.00 [I] for a time period of eight (8) hours or less and an additional \$1,000.00 per hour or fraction thereof from time in excess of eight (8) hours for each special (not regular) train movement. (See Note 3)

This Special Train Service charge will apply for each intraterminal, inter-terminal or intermediate switch movement and will be in addition to all other tariff charges applicable to each car in the special train consist. (See Note 2).

NOTE 1: Special (not regular) train service is defined as service accorded shipments which cannot be handled in regular train operations because of excess weight, height, width, length, or other transportation characteristics which in this carrier's judgment necessitates handling in a special train. Carriers will notify shipper, consignee, owner or railroad when special train service is required.

NOTE 2: Not applicable on perishable freight.

NOTE 3: Applicable only to traffic originating on the rails of this carrier. When only dimensions of the lading is involved, such as width of 11'4" or wider, which requires that the car or cars be handled with adjacent tracks clear, shipper or consignees may elect to have the shipment incorporated with other such excess dimension cars, subject to delay. In such cases, the carrier will hold the car or cars at convenient location and incorporate such car or cars with other excessive dimension shipments and handle in a special "high and wide" train at carrier's convenience. A charge of \$489.00 per car, in addition to the regularly applicable tariff charge, in lieu of the Special Train Service Charge, will be assessed each such car in the "high and wide" train and in each case the shipper or consignee will be offered this optional service when special train service is required.

(Continued in next column)

## **SECTION 3**

## LOCAL LINE-HAUL RATES, TRANS-MISSISSIPPI RIVER

#### ITEM 70 [C]

#### SPECIAL TRAIN SERVICE

NOTE 4: Equipment, Passenger, Standard Gauge on own wheels, viz: Caboose, Coaches, Sleepers, Diners, Baggage, Mail or Express Cars handled between industries served by Terminal Railroad or when handled between industries served by Terminal Railroad and connecting lines:

1 to 4 cars.....\$3,750.00 [I] 5 or more cars.....\$7,500.00 [I]

for a time period of eight (8) hours or less and an additional \$1,000.00 per hour or fraction thereof for time in excess of eight (8) hours for each special (not regular) train movement. (See Note 3)

## **ITEM 73**

# CROSSING CHARGES VIA MACARTHUR BRIDGE ADD TO ITEMS 60 THRU 72

Loaded or empty freight car, per platform in articulated unit, load or empty between:

| North Approach and 12th St            | \$4.02 |
|---------------------------------------|--------|
| North Approach and Lesperance St      | \$4.15 |
| Valley Jct and 12th St                | \$5.13 |
| Valley Jct. and Lesperance St         | \$5.27 |
| Alton Southern Yard and 12th St       |        |
| Alton Southern Yard and Lesperance St | \$6.04 |

#### LOCAL SWITCHING RATES IN MISSOURI

## **ITEM 75**

## **APPLICATION**

Rates in Section 4 apply to traffic having both origin and destination within the St. Louis Switching District, as herein defined by Item 12.

#### **ITEM 76**

# RATES BETWEEN POINTS IN ST. LOUIS AND ST. LOUIS COUNTY, MO

# **ALL FREIGHT**

Intermediate service, i.e., freight cars loaded or empty handled between connecting line railroads in St. Louis and St. Louis County, MO......\$112.00 per car

Freight handled between Industries served by Terminal Railroad in St. Louis and St. Louis County, MO on the one hand and connecting line railroads in St. Louis and St. Louis County, MO on the other hand.......\$417.00 per car

Freight handled between Industries served by
Terminal Railroad in St. Louis and St. Louis County,
MO......\$504.00 per car

Multiple car consignments, not less than 15 cars, of soybeans and grain (wheat, corn, rye, oats, milo), grain sorghums and grain products between Industries served by the Terminal Railroad in St. Louis and St. Louis County, MO on the one hand and connecting line railroads in St. Louis and St. Louis County, MO on the other hand (See Note)....\$263.00 per car

NOTE: Rate does not include crew costs to unload cars at Industry.

#### **SECTION 4**

#### LOCAL SWITCHING RATES IN MISSOURI

## **ITEM 77**

#### **EQUIPMENT, FREIGHT AND PASSENGER**

Equipment, Passenger, Standard Gauge on Own Wheels, Viz.

Caboose, Coaches, Sleepers, Diners, Baggage, Mail or Express Cars:(See Note 1 of this Item)......\$166.00 each

Freight Cars, new repaired or other than new or repaired when not entitled to free movement and Idler Cars......\$417.00 each (See Note 2 of this Item)

Empty trailers-containers on flat cars/unit, handled between connecting lines......\$113.00 per unit containing empty trailer containers

Locomotives, with or without tender, Diesel Locomotives, Motor Cars, Subway Cars, per unit, not under own power.......\$489.00 each

Locomotives and Motor Cars, per unit, under own power handled between connecting lines.....\$166.00 each (Plus Pilot Charge where applicable)

Snow Plows, Steam Shovels, Derricks, Boom Cars and Cranes, [16] Scale Testing Cars and Sprayer Cars.....\$489.00 each

Equipment Cars, accompanying above or moving alone and Spreader Cars......\$116.00 each

NOTE 1: When handled between lines, charges will be assessed against the delivering road in all cases.

NOTE 2: Above rates will be assessed for each movement, except that no charge will be made for the return home of any empty freight car which has been handled in the opposite direction loaded, nor from the handling of an empty freight car for return loading, when handled between Industries served by Terminal Railroad or when handled between Industries served by Terminal Railroad and connecting lines. Regular Tariff rates apply to all other movements.

NOTE 3: Charge will be assessed against the carrier delivering the flat car containing empty trailers-containers to TRRA.

# **ITEM 78**

# ARTICULATED AND MULTIPLE UNIT TOFC, COFC, STACK PACKS, CONTAINER, HOPPER AND COVERED HOPPER CARS

#### LOCAL SWITCHING RATES IN MISSOURI

## **ITEM 80**

#### INSTRUMENTATION TEST CAR

Self contained engineering research car equipped with devices capable of the measurement while car is in transit in normal freight train service, of vibration, shock and other forces acting upon and affecting other cars in the train and equipped to handle permanent performance data for the benefit of the operator and carrier will be handled by Terminal Railroad Association of St. Louis for the following charge:

Between any connecting lines in St. Louis - \$193.00 per car per move

NOTE: These rates do not include the cost of running repairs nor any services such as storage, electricity, or water.

## **ITEM 81**

## **INTRA-PLANT SWITCHING**

- a) Loaded and empty freight cars switched from one point to another point in the same plant or industry \$132.00 per car. (When loaded cars originated or terminated by this carrier in the same plant or industry are routed via another terminal switching line to or from a point beyond the boundary of such plant or industry, the rates named in Item No. 76 will apply).
- b) No charge will be made on cars initially placed on plant lead or hold track, which are ordered placed for loading or unloading within 48 hours, exclusive of Saturdays, Sundays and holidays, or which are ordered placed on the next switch after initial placement on plant lead or hold tracks

# **ITEM 86**

## FREIGHT, ALL KINDS CARLOAD, AND EMPTY CARS

#### **ITEM 90**

# LOADING CHARGE FOR SPECIAL TYPE OF HEAVY CAPACITY FLAT CARS

A charge of \$132.00 per shipment, in addition to the regular switching rates named herein, will be made for each shipment both originating and terminating within the St. Louis Switching District as named in this Tariff, for the movement of which this carrier is required to furnish flat cars bearing Mechanical Designation "FW" or "FWS" of any capacity and cars of Designation "FM" of 200.000 pounds and over nominal capacity; and a charge of \$489.00 per shipment on flat cars bearing Mechanical Designation "FD" or "FDS" as named in Rule 21 of the Official Railway Equipment Register, RER 6414-Series and reissues thereof.

## **SECTION 5**

## **LOCAL SWITCHING RATES IN ILLINOIS**

## **ITEM 95**

## **APPLICATION**

Rates in Section 5 apply to traffic having both origin and destination within the East St. Louis Switching District, as herein defined by Item 11.

#### **ITEM 96**

#### **ALL FREIGHT**

Intermediate service, i.e., freight cars loaded or empty handled between connecting line railroads in IL........\$112.00 per car

Freight handled between Industries served by Terminal Railroad in Illinois on the one hand and connecting line railroads in Illinois on the other......\$417.00 per car

Freight handled between Industries served by Terminal
Railroad in Illinois......\$504.00 per car

NOTE: Rate does not include crew costs to unload cars at Industry.

#### ITEM 97

# ARTICULATED AND MULTIPLE UNIT TOFC, COFC, STACK PACKS, CONTAINER, HOPPER AND COVERED HOPPER CARS

Articulated and Other Multiple Unit TOFC/COFC, Container, Stack Pack, Hopper, and Covered Hopper Cars. Loaded or Empty, Between Connecting Lines.........\$112.00 per unit for each unit of the Articulated or Multiple Unit Car.

When originating at or destined to an Industry served by the Terminal, add to the foregoing, an additional charge of \$417.00 per unit for each unit of the Articulated or Multiple Unit Car.

# **ITEM 100**

# **INSTRUMENTATION TEST CAR**

Self contained engineering research car equipped with devices capable of the measurement while car is in transit in normal freight train service, of vibration, shock and other forces acting upon and affecting other cars in the train and equipped to handle permanent performance data for the benefit of the operator and carrier will be handled by Terminal Railroad Association of St. Louis for the following charge:

Between any connecting lines in St. Louis......\$193.00 per car per move

NOTE: These rates do not include the cost of running repairs nor any services such as storage, electricity, or water.

## **LOCAL SWITCHING RATES IN ILLINOIS**

#### **ITEM 102**

#### FREIGHT ALL KINDS, CARLOAD, AND EMPTY CARS

## **ITEM 103**

#### **INTRA-PLANT SWITCHING**

- a) Loaded and empty freight cars switched from one point to another point in the same plant or industry \$132.00 per car. (When loaded cars originated or terminated by this carrier in the same plant or industry are routed via another terminal switching line to or from a point beyond the boundary of such plant or industry, the rates named in Item No. 96 will apply).
- b) No charge will be made on cars initially placed on plant lead or hold track, which are ordered placed for loading or unloading within 48 hours, exclusive of Saturdays, Sundays and holidays, or which are ordered placed on the next switch after initial placement on plant lead or hold tracks.

#### **SECTION 5**

## **LOCAL SWITCHING RATES IN ILLINOIS**

## **ITEM 109**

# **EQUIPMENT, FREIGHT AND PASSENGER**

Equipment, Passenger, Standard Gauge on Own Wheels, Viz:

Caboose, Coaches, Sleepers, Diners, Baggage, Mail or Express Cars handled between connecting lines (See Note 1 of this Item)................................\$166.00 each

Freight Cars, new repaired or other than new or repaired when not entitled to free movement and Idler Cars......\$417.00 each (See Note 2 of this Item)

Locomotives, with or without tender, Diesel Locomotives, Motor Cars, Subway Cars, per unit, not under own power......\$489.00 each

Locomotives and Motor Cars, per unit, under own power handled between connecting lines......\$166.00 each (Plus Pilot Charge where applicable)

Snow Plows, Steam Shovels, Derricks, Boom Cars and Cranes [16] Scale Testing Cars and Sprayer Cars.....\$489.00 each

Equipment Cars, accompanying above or moving alone and Spreader Cars handled between connecting lines.....\$116.00 each

NOTE 1: When handled between lines, charges will be assessed against the delivering road in all cases.

NOTE 2: Above rates will be assessed for each movement, except that no charge will be made for the return home of any empty freight car which has been handled in the opposite direction loaded, nor from the handling of an empty freight car for return loading, when handled between Industries served by Terminal Railroad or when handled between Industries served by Terminal Railroad and connecting lines. Regular Tariff rates apply to all other movements.

NOTE 3: Charge will be assessed against the carrier delivering the flat car containing empty trailers-containers to TRRA.

# **ITEM 116**

# LOADING CHARGE FOR SPECIAL TYPE OF HEAVY CAPACITY FLAT CARS

A charge of \$132.00 per shipment, in addition to the regular switching rates named herein will be made for each shipment, both originating and terminating within the East St. Louis Switching District as named in this Tariff, for the movement of which this carrier is required to furnish flat cars bearing Mechanical Designation "FW" or "FWS" of any capacity and cars of Designation "FM" of 200,000 pounds and over nominal capacity, and a charge of \$489.00 per shipment on flat cars bearing Mechanical Designation "FD" or "FDS" as named in Rule 21 of the Official Railway Equipment Register, RER 6414-Series and reissues thereof.

| EXPLANATION OF ABBREVIATIONS USED IN THIS TARIFF                                                                                                                                                                                                                                                                                                                                                              | EXPLANATION O                    | F REFERENCE MARKS USED IN THIS TARIFF                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| ABBREVIATIONS EXPLANATION                                                                                                                                                                                                                                                                                                                                                                                     | REFERENCE<br>MARKS               | EXPLANATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Ave. BOE Bureau of Explosives Co. Company i.e. That is IL Illinois IL CC Illinois Commerce Commission Inc. Incorporated MO Missouri No. Number Nos. Number NSO National Service Order PPT Perishable Protective Tariff RER Railway Equipment Register RIC Railway St. Street St. L TOFC/COFC Trailer/Container on Flat Car TRRA Terminal Railroad Association of St. Louis UFC Uniform Freight Classification | [A]<br>[C]<br>[R]<br>[I]<br>[16] | Denotes Addition Provisions formerly shown herein and not brought forward are hereby cancelled. Denotes Reduction Denotes Increase, except as otherwise noted Scale testing cars, scale testing equipment, test weights and testing apparatus of the Bureau of Standards, with authorized attendant, will be moved free when such movement is for the purpose of performing tests or calibrations at the request of representatives of the Bureau of Standards on presentation of authorized credentials. |
| Viz. Namely                                                                                                                                                                                                                                                                                                                                                                                                   | ( <u>underscored</u> portio      | on denotes change/addition.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                               |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |