



TARIFF CSXT 8200-J

Cancels CSXT 8200-I Series Tariff and Supplements

CONTAINING

COAL RATE DISTRICTS,

MILEAGE SCALE PRICES

AND

RULES AND PRICES

COVERING

ACCESSORIAL SERVICES ON

COAL (STCC 11) AND COKE (STCC 29 914)

(THE DIRECT PRODUCT OF COAL)

COAL/COKE/ACCESSORIAL SERVICES PRICE CATALOG

ISSUED: June 10, 2008

EFFECTIVE: July 1, 2008

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PLAN OF TARIFF

APPLICATION OF TARIFF: (No change in prices)

This tariff publication contains Coal Rate Districts, Mileage Scale Prices, and Rules and Prices covering Accessorial Services on Coal (STCC 11) and Coke (the direct product of Coal) (STCC 29 914).

CSXT provides essential transportation services to consignors, consignees, and terminals transferring coal to barges and vessels that involve the movement of empty and loaded coal cars and their placement at Mine Origins and destinations. The associated transportation performance requirements for these shipments are set forth in this tariff or other applicable transportation contracts.

Any action by a consignor, consignee, or transfer terminal to initiate a reservation request from the carrier for loading of cars at a Mine Origin designated in this tariff will constitute acceptance of all the rules, requirements, and applicable charges contained. No action taken by consignor, consignee, or transfer advising carrier of any exceptions to the confirmed loading date (CLD) schedule constitutes acceptance of all the rules, requirements, and applicable charges contained herein by all parties named in the reservation, regardless of the party initiating the request.

INTRASTATE APPLICATION OF TARIFF:

This tariff publication is filed with the Surface Transportation Board (formerly Interstate Commerce Commission) as well as with the regulatory commissions in the states of Alabama, Georgia, Kentucky, Maryland, Michigan, Mississippi, New York, Tennessee, Virginia, and West Virginia by Tariff Number and Illinois as ILLCC.



LIST OF PARTICIPATING CARRIERS

ABBREVIATIONS

NAME OF CARRIER

BEEM	Beech Mountain Railroad Company
BOCT	Baltimore and Ohio Chicago Terminal Railroad Company
BPRR	Buffalo & Pittsburgh Railroad, Inc.
CSXT	CSX Transportation, Inc., comprised of the following carriers: Carrollton Railroad Gainesville Midland Railroad Company Handling Line Stations Off Line Stations Intermodal Traffic Only Richmond, Fredericksburg and Potomac Railroad Company Three Rivers Railway Company Western Railway of Alabama
ELKR	Elk River Railroad, Inc.
TTIS	Transkentucky Transportation Railroad, Inc.
WNFR	Winifrede Railroad Company

ABBREVIATIONS EXPLANATION

ICC	Interstate Commerce Commission Historic
ILLCC	Illinois Commerce Commission
NSO	National Service Order (Western Trunk Line Committee, Agent)
OPSL	Official List of Open and Prepay Stations (Station List Publishing Company, Agent) (Traffic Executive Association-Eastern Railroad, Agent)
RER	Railway Equipment Register (R.E.R. Publishing Company, Agent)
RIC	Railinc Agent
STCC	Standard Transportation Commodity Code Tariff
STB	Surface Transportation Board



TRANSPORTATION

CSXT 8200-J

GOVERNING RULES

(ITEM 10) – STATION LIST AND CONDITIONS

This tariff is governed by Tariff OPSL 6000-Series to the extent shown below:

PREPAY REQUIREMENTS AND STATION CONDITIONS:

For additions and abandonments of stations and except as otherwise shown herein for prepay requirements, changes in names of stations, restrictions as to acceptance of delivery of freight, and changes in station facilities.

When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff are inapplicable on and after that date.

(ITEM 15) - SHIPPING INSTRUCTIONS

All shipping instructions must be submitted by the consignor or person acting on consignor's behalf using CSX's internet web site, ShipCSX.com, or via previously agreed-upon means of Electronic Data Interchange. Consignors may make arrangements directly with third party logistics services providers to submit shipping instructions on their behalf via ShipCSX.com or via EDI.

CSX will accept shipping instructions via telefacsimile 1-800-448-8984 at its Customer Service Center, subject to a \$35.00 charge per faxed Bill of Lading. CSXT reserves the right to reject as an unreasonable request for service, any "Fax" shipping instructions that are illegible, whether due to poor transmission quality, poor or illegible handwriting, or otherwise. CSXT will not accept delivery of shipping instructions by U.S. Mail, express service, personal delivery, or otherwise.

Charges for "Fax" shipping instructions do not apply to voids and corrections.

All shipments received and accepted are transported subject to all applicable circulars, tariffs, contracts, price quotations, and the terms of the Uniform Straight Bill of Lading.

(ITEM 20) - REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

- a. 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.
 - b. Where reference is made in this tariff to another tariff, such reference applies also to such tariff to the extent it may be applicable on intrastate traffic.
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(ITEM 40) - CONSECUTIVE NUMBERS

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

(ITEM 45) - CAPACITIES AND DIMENSIONS OF CARS

For marked capacities, lengths, dimensions, and cubical capacities of cars, see Tariff RER 6413-Series.

(ITEM 60) - NATIONAL SERVICE ORDER TARIFF

This tariff is subject to the provisions of various Interstate Commerce Commission Service Orders and General Permits as shown in Tariff NSO 6100-Series.



TRANSPORTATION

CSXT 8200-J

GOVERNING RULES

(ITEM 75) - METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. For example, Item 445A cancels Item 445, and Item 365B cancels Item 365A in a prior supplement which in turn cancelled Item 365.

(ITEM 100) – METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS

Matter brought forward without change from one supplement to another will be designated as “Reissued” by a reference mark in the form of a square enclosing a number, the number being that of the supplement in which the reissued matter first appeared in its currently effective form. To determine its original effective date consult the supplement in which the reissued matter first became effective.

(ITEM 120) – PER CAR MINIMUM WEIGHT ON COAL

Minimum weight will be marked capacity of car, except when car is loaded to full visible or cubical capacity and shipper so certifies on shipping document that car is so loaded, actual weight will apply.

Not applicable on Trainload/Unit Train Shipments, Item 5020-Series will apply.

(ITEM 125) – PER CAR MINIMUM WEIGHT ON COKE

Minimum weight will be 90,000 pounds, except when car is loaded to full visible or cubical capacity and shipper so certifies on shipping document that car is so loaded, actual weight will apply.

(ITEM 130) – CAR TYPE

Prices apply when loaded in unequipped Gondola or Hopper cars.

(ITEM 135) – LIMITS OF TIME FOR CLAIM AND SUIT

Claims must be filed in writing within nine months after delivery of property. Suits must be instituted within two years and one day from the date carrier has disallowed the claim.

(ITEM 140) – RIGHT TO SELL REFUSED OR UNCLAIMED PROPERTY

Property refused or unclaimed within fifteen days after arrival notice is issued may be sold by carrier under circumstances and in such manner as may be authorized by law.

The proceeds of any sale will be applied to the payment of all lawful charges and expense incurred by carrier and any balance will be paid to owner of the property.

SECTION 1 - WEIGHING

(ITEM 1000) – SCALES

When weights obtained on railroad or private scales are used for the assessment of freight charges, such scales must conform to the requirements of the Association of American Railroads Scale Handbook.

(ITEM 1010) – WEIGHTS – HOW ASCERTAINED

- a. When weights are used for the assessment of freight charges, weighing must be performed by carrier, its agent, or under weight agreements granted by carrier.
- b. Cars may be weighed at rest:
 - (1) When uncoupled and free at both ends.
 - (2) When coupled at one end and free at the other end.
- c. When the actual tare of a car has been ascertained immediately before loading, it shall be used in lieu of the marked tare.
- d. The marked tare should be used to arrive at the net weight of the load, except as provided in Paragraph c.
- e. Cars may be weighed in motion, coupled, or uncoupled.

(ITEM 1020) – REWEIGHING

Carrier will reweigh cars, when it is practicable, and scales are available, as follows:

- a. When there is evidence of loss of lading in transit or the lading is transferred en route.
- b. When consignor or consignee requests the reweighing.

(ITEM 1030) – INFORMATION TO BE SHOWN ON SCALE WEIGHT CERTIFICATE

- a. Date and time of weighing.
- b. Condition of the weather.
- c. Weighed at rest or in motion.
- d. Coupled at one end, coupled at both ends, or uncoupled.

(ITEM 1040) – INFORMATION TO BE SHOWN ON SHIPPING DOCUMENTS

The shipping document will contain the following:

- a. As to track scale weights:
 - (1) Station at which car is weighed.
 - (2) Gross, actual tare (specify when used) or marked tare and net weight.
 - (3) Railroad scale, tariff, or agreement.
- b. As to average weights, the correct gross weight.

(ITEM 1050) – TOLERANCE

Tolerance is the difference in weights due to variation in scales or weighing.

(ITEM 1060) – ALLOWABLE TOLERANCE

Will be governed by the CSXT Open Top Car Policy for Coal Loading effective January 1, 2001.

SECTION 1 - WEIGHING

(ITEM 1070) – WEIGHING AT NO CHARGE

Assessment of charges for weighing will not be made under the following conditions:

- a. When other than trainload/unit train weights are obtained for assessment of freight charges.
- b. When a consignor or consignee requests reweighing and such reweighing discloses an error in the billed weight in excess of the allowable tolerance (see Item 1060).

(ITEM 1080) – CHARGES FOR WEIGHING AND REWEIGHING

The charge for weighing or reweighing a car on private or carrier scales will be \$225.00 per car.

(ITEM 1090) – WEIGHT AGREEMENTS

Consignor's or consignee's weights will be accepted as follows:

- a. Provided they are authorized, in writing, by one of the participating line-haul railroads.
- b. Provided they are designated in the prescribed manner on the shipping document or weight certificate.
- c. Carrier may adjust freight charges in the event actual weighing discloses an error in the billed weight on cars moving under weight agreements.
- d. Carrier may issue undercharges resulting from certification on incorrect weights or improper description.
- e. On shipments covered by destination weight agreements:
 - (1) Consignee must furnish weight to the destination road-haul carrier by 11:59 p.m. of the second day following the date of actual placement excluding Saturdays, Sundays, and Holidays:

New Years Day – January 1 (Note)
President's Day – Third Monday of February
Memorial Day – Last Monday of May
Independence Day – July 4 (Note)
Labor Day – First Monday of September
Thanksgiving Day – Fourth Thursday of November
Christmas Day – December 25 (Note)

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

- (2) After the expiration of the time period specified in Paragraph 1, a charge of \$31.00 per car, per day, or fraction thereof will be assessed by carrier against the consignee until such weight has been furnished, with no exclusions for Saturdays, Sundays, or Holidays after chargeable days have begun.
- (3) Weights must be furnished by the consignee to authorized railroad personnel in writing or confirmed in writing. If by U.S. Mail, postmark will govern.

SECTION 2 – FROZEN LADING

(ITEM 2000) – APPLICATION – FROZEN COAL

CSX Transportation, Inc. requires that an environmentally acceptable freeze conditioning agent be applied to the lading and the inside of rail cars shipped from CSXT-served coal facilities when weather conditions exist that may result in coal being frozen upon arrival at destination thereby delaying the unloading process.

CSXT SYSTEM CARS

If coal is frozen on arrival at destination and the unloading process is delayed in excess of the free time allowed, and it is determined that coal, and car were not properly treated, consignee/freight payer will be responsible for the cost of unloading and will be charged \$60.00 per car, per day until car is unloaded.

NON-CSXT SYSTEM CARS

When CSXT locomotives and/or crews are utilized to deliver a unit train/trainload shipment of non-CSXT system cars, and it is determined that coal and cars were not properly treated, and the unloading process is delayed in excess of the free time allowed, the following will apply:

- a. The re-crew charge as contained in Item 5100 will be assessed each time an additional crew is required to attempt to unload train or pick up empty cars.
- b. The holding charge as contained in Item 5060 will be assessed on subsequent unit train/trainload shipment that cannot be delivered account frozen trains ahead.

SECTION 3 – OVERLOADED CARS AND UNAUTHORIZED USE OF CARS

(ITEM 3000) - CHARGE FOR OVERLOADED CARS

The initial certified batch scale weight of a car, when in compliance, will govern the movement of the car from origin to destination per the CSXT Open Top Car Policy (OTCP).

When the initial certified weight of a car is found to be in excess of the maximum allowable gross weight of the car established in the OTCP, CSXT will assess the following charge(s) for the delay in transit of the train in which the cars must be reduced:

Initial certified per car weight (from batch scale origins or rail scale) in excess of OTCP Column A:

Weight Over Limit In Pounds	Charge Assessed Per Car
Up to 2,500 lbs.	\$100.00
2,501 lbs. to 5,000 lbs.	\$250.00
Over 5,000 lbs.	\$500.00

Secondary rail scale weight (applicable on subsequent weighing of cars from non-batch scale origins) in excess of OTCP Column B:

Weight Over Limit In Pounds	Charge Assessed Per Car
Up to 2,500 lbs.	\$100.00
2,501 lbs. to 5,000 lbs.	\$250.00
Over 5,000 lbs.	\$500.00

When it is necessary to reduce weight from a car, the car will be reduced to the Column A weight, however, when the Column B weight is applicable, the penalty assessed will be only on the weight in excess of Column B.

In addition:

1. It will be the responsibility of the consignor to correct the overload at his expense.
2. Free time will be allowed from time of notification until the first 7:00 AM after notification to correct load.
3. Cars held in excess of free time will be charged at the following prices per car, per day or fraction of a day (no Days excluded)

\$60.00 for each of the first four (4) chargeable days;
 \$120.00 for each subsequent day

4. The CSXT Scales & Weighing Department reserves the right to designate secondary scales as the governing scale, superseding jurisdiction of the initial certified scale.

SECTION 3 – OVERLOADED CARS AND UNAUTHORIZED USE OF CARS

(ITEM 3010) – CHARGE FOR UNAUTHORIZED USE OF ROTARY-DUMP GONDOLA CARS

Rotary-Dump Gondola Cars are assigned only for movement of trainload consignment to a receiver having rotary dumping facility. If consignor loads Rotary-Dump Gondola Cars for movement to a receiver having non-rotary dumping facility, the following charges will apply, except if cars are placed at mine in error by railroad.

- a. A charge of \$369.00 per car will be assessed against the consignor.
- b. It will be the responsibility of the consignor to advise carrier of new destination having a rotary dump facility and furnish proper billing. Reconsignment and out-of-route charges will be in addition to the charge in this item.
- c. Free time will be allowed from time of notification until the first 7:00 a.m. after notification of the error.
- d. Cars held in excess of free time will be charged at the following prices per car, per day or fraction of a day (no days excluded):

\$50.00 for each of the first four (4) chargeable days;

\$100.00 for each subsequent day

(ITEM 3020) – CHARGE FOR CLOSING DOOR OF OPEN-TOP HOPPERS AT DEARBORN, MICHIGAN

It will be the responsibility of the consignee to return empty open-top hoppers (used in coke service) with door properly closed and secured. If cars are returned with doors not properly closed and secured, a charge of \$270.00 per car will be assessed against the consignee.

SECTION 4 – RECONSIGNMENT/DIVERSION

(ITEM 4000) – APPLICATION

- a. Diversion or Reconsignment order may not designate specific time for execution.
- b. Carrier will not be responsible for failure to effect the diversion or reconsignment.
- c. Orders must be made or confirmed in writing.

(ITEM 4010) – DEFINITION OF DIVERSION OR RECONSIGNMENT

The term “Diversion” or “Reconsignment” means any change requested by consignor, consignee, or owner which requires a change in billing or an additional movement of the car, or both; also stopping in transit.

(ITEM 4020) – CHARGE FOR DIVERSION OR RECONSIGNMENT

When a car is diverted or reconsigned and is subject to the assessment of charges, apply the following (charges named do not include demurrage):

	<u>(Per Car)</u>
a. When in transit	\$105.00
b. After arrival of car at original destination	\$255.00
c. Stopping (holding) in transit	\$105.00

(ITEM 4025) – CHARGE FOR DIVERSION OF PRIVATE OWNED/LEASED CARS

Whether or not shipping instructions are provided by the private car owner/lessee to the carrier, prior to the departure of an empty train at destination, the empty train will be designated against a reservation with a Target Loading Date (TLD) or Confirmed Loading Date (CLD). Should the private car owner/lessee subsequently direct the empty train to a Mine Origin that is not located in the empty return route, requiring additional railroad assets, a diversion charge of \$3,000.00 will be assessed by the carrier, for rerouting the entire empty train.

(ITEM 4030) – DIVERSION OR RECONSIGNMENT AT NO CHARGE

Assessment of charges will not be made under the following conditions:

- a. When Lake Cargo or Vessel Fuel Coal is left over at Lake Ports or is in transit after the last vessel is loaded by a consignee who discontinues any specific consignment or his lake coal business.
- b. Change in consignee only on traffic consigned to Lake Erie or Tidewater Ports, provided the change involves no extra movement of car. If the change in name of the consignee involves extra movement of car(s), a charge of \$86.00 per car will be assessed.
- c. On an entire trainload consignment, if request is received prior to train leaving the first yard where crew charge is made.

(ITEM 4040) – PRICE

If the price to the new destination is lower than the price to the original destination, the higher price will apply.

SECTION 4 – RECONSIGNMENT/DIVERSION

(ITEM 4050) – CHARGES FOR OUT OF ROUTE

When the diversion or reconsignment involves movement out of route, the charge shown below will be assessed for the additional distance car must be handled:

COAL, COKE (the direct product of Coal). CARLOADS

<u>Not Exceeding</u>	<u>Price In Cents Per Net Ton</u>
15 miles	364
30 miles	508
50 miles	660
75 miles	786
100 miles	928
125 miles	1204
150 miles	1452
175 miles	1780
200 miles	2045
225 miles	2273
250 miles	2518
275 miles	2845
300 miles	3026

EXCEPTIONS

- a. On coal reconsigned from Toledo Dock, no out-of-route charge will be assessed for movement from the Dock to Walbridge, Ohio.
- b. On coal reconsigned between private and/or railroad piers at Baltimore, Maryland, no out-of-route charge will be assessed for movement from one pier to another.
- c. On coal reconsigned between private and/or railroad piers at Newport News, Virginia, no out-of-route charge will be assessed for movement from one pier to another.

SECTION 5 – TRAINLOAD/UNIT TRAIN SERVICE

(ITEM 5000) – RESERVATIONS

The coal train reservation process is implemented through a web-based system used to match Receiver demand, Producer supply and carrier capacity to achieve effective and reliable coal train operations (“Reservation System”). The Reservation System and instructions on how to use it are located on ShipCSX at www.shipcsx.com. Use of the Reservation System is required of all parties with respect to all reservation process transactions. If a reservation process transaction request is otherwise submitted to CSXT (ex: phone, fax, e-mail) and if CSXT elects to process the request transaction, the requesting party will be charged a processing fee of \$35.00 per transaction. A reservation process transaction request entered into the Reservation System is non-binding on all of the parties unless stated otherwise herein and does not constitute a tender. Capitalized terms not otherwise defined in these items shall have the meaning set forth in ShipCSX definitions.

(ITEM 5005) – WEEKEND OR HOLIDAY EXCEPTIONS

When the projected load date for a Scheduled Reservation Request at a four-hour fast load Coal Load Origin listed in Section 5, Item 5150, Note 3 of this Tariff CSXT 8200-Series occurs on either Saturday or Sunday or a qualified Holiday, carrier will endeavor to arrive at the Coal Load Origin with the empty train for loading before 2359 hours on the projected loading date. If carrier, subject to the exceptions noted below does not do so, carrier will, upon request made as hereinafter provided, pay a charge of \$500.00 to the affected Coal Load Origin. No such charge shall be owed to the affected Coal Load Origin if the late arrival is due to Force Majeure events (mechanical breakdowns of locomotives or cars, derailments, line blockages, strikes, lockouts, labor disputes, work stoppages, enforcement of Federal or State Laws, rules or regulations, actual or threatened terrorist activity, severe or unusual weather conditions or Acts of God, and circumstances beyond carrier’s control), trains loading ahead, lack of coal at the Coal Load Origin, changes or adjustments by any interested party other than carrier, or Holiday curtailments or shutdown.

A Coal Load Origin may submit a request for payment of the charge described above to the Coal Operations Department via fax (1-904-381-5152) or email (coalSERVICE@csx.com) by 1700 hours on the Tuesday immediately following the weekend or holiday on which the qualifying failure to arrive occurred. Information including the name of the applicable Coal Load Origin, Reservation Number, projected loading date, and actual time of placement of the train for loading should be included on the request. The appropriate Coal Load Origin company name with mailing address, contact, and phone number should be included for processing payment. Carrier will investigate each claim and if not approved, will notify the coal company making the application in writing describing the reasons therefore.

Receivers using private equipment with respect to a Reservation Request are relieved of liability for charges in Item 5045 once a Reservation Request is assigned Scheduled status, unless the receiver or its agent causes rescheduling of the Reservation.

(Item 5010) – SCHEDULED RESERVATION CHANGE/CANCELLATION

Adjustments by Receiver/Consignee/Consignor, or Coal Load Origin Representative to a Scheduled Reservation Request may be made until 1400 (EST) on the day two calendar days prior to the projected load date. Any party initiating a change after this time for reasons other than Force Majeure shall owe and pay a rescheduling charge to carrier of \$1,965.00 per incident.

Notwithstanding the foregoing, each Coal Load Origin identified as a four-hour fast load Coal Load Origin, listed in Section 5, Item 5150, Note 3 of this Tariff will be allowed one such adjustment per calendar month without charge.



SECTION 5 – TRAINLOAD/UNIT TRAIN SERVICE

(ITEM 5020) – TRAINLOAD/UNIT TRAIN SIZES

Trainload/Unit Train Service applicable at origins serviced by carrier shall be comprised of the following standard sizes (exceptions may be required due to operating restrictions or market requirements):

<u>Number of Cars</u>	<u>Train Minimum Weights</u>
75	7,500 tons
90	9,000 tons
150	15,000 tons

Trainload/Unit Train Service requested by consignee (procedures outlined in Item 5000) will be authorized by carrier in accordance with train sizes listed herein. Any other train size allowed by carrier will be subject to a train minimum weight of 100 tons per car times (x) number of cars provided for loading.

(ITEM 5030) – UNAUTHORIZED USE OF CARS FURNISHED FOR TRAINLOAD/UNIT TRAIN SERVICE

It is the responsibility of consignor to request the proper train size for the intended shipment and to separately request such other equipment/cars as may be needed for other trainload/unit train or less than trainload shipments. If consignor requests a train size larger than intended, and subsequently loads a portion of the cars placed by carrier for inclusion in a specific trainload/unit train shipment for single car movement, a charge will be assessed by carrier of \$328.00 per car for each car not shipped in the original trainload/unit train shipments.

(ITEM 5040) – CAR DETENTION ON PRIVATE-OWNED LOADED OR EMPTY CARS AT ORIGIN OR DESTINATION

When private cars are held on private tracks, no detention charges are applicable. If the railroad is prevented from placing private cars on such private tracks due to any cause attributable to consignee or consignor, they will be considered constructively placed. When cars are held short, notice will be sent or given consignor, consignee, or their agent that cars are held under constructive placement. When cars are constructively placed the consignor or consignee will be assessed detention charges of \$1,500.00. In addition, a charge of \$1,965.00 will be assessed by carrier for usage of CSXT locomotives and crews when cars are placed on private tracks, other than for loading or unloading.

(ITEM 5045) – CAR DETENTION ON PRIVATE-OWNED LOADED OR EMPTY CARS HELD AT INTERMEDIATE STATIONS

Unless agreed to by the carrier, when the railroad is prevented from placing private cars on private tracks due to any cause attributable to consignee or consignor, the cars will be constructively placed if cars are held at an intermediate station in excess of twelve (12) hours. When cars are held short, notice will be sent or given consignor, consignee, or their agent that cars are held under constructive placement. When cars are constructively placed, the consignor or consignee will be assessed a detention charge of \$1,500.00. Also, a charge of \$1,965.00 will be assessed by carrier for usage of CSXT locomotives and crews when cars are placed on private tracks, other than for loading or unloading. After five (5) days, an additional charge of \$30.00 per car, per day will be assessed against the appropriate party.

SECTION 5 – TRAINLOAD/UNIT TRAIN SERVICE

(ITEM 5050) – WEIGHING

- a. Trainload/Unit Train prices do not include the service of weighing by the carrier. Weight for assessment of freight charges to be ascertained on consignee's or consignor's scale at their expense and under supervision of carrier or its designated agent. (see Exception)
- b. Carrier will at the request of consignee weigh all cars of a shipment at a charge of \$70.00 per car, except when weighing-in-motion scales are in operation via route of movement, weighing charge of \$30.00 per car will be assessed. (see Exception)
- c. The term "Weighing-in-motion scales" refers to a scale which electronically weighs each car in the train without uncoupling the cars or stopping the train's forward motion, while passing over the scale.

EXCEPTION

Not applicable on Export Trainload Prices published in Tariff CSXT 4734-Series.

(ITEM 5060) – HOLDING CHARGE

Coal moving in trainload/unit train service, which shipment has departed a loading point under load and prior to the issuing of a waybill, on which orders are furnished carrier by consignor or consignee or owner thereof, to hold said train for subsequent disposition, a charge of \$3,000.00 per train, per day, or fraction thereof, will be assessed, the party requesting said train be held. Time to be computed from the time notification is furnished carrier and will cease upon receipt of shipping instructions or other disposition.

When trainload/unit train shipments cannot be delivered because other frozen cars/trains are blocking delivery at destination, and it has been determined that an approved freeze conditioning agent was not applied to the cars/trains preventing delivery at destination, carrier may assess a \$3,000.00 charge for holding subsequent trainload/unit train shipments until they can be delivered to destination.

(ITEM 5070) – BLOCKING OF CARS

Each group of a consignment of loaded cars from any given loading point must be tendered to the carrier in a solid block of cars and identified by the consignor in accordance with the consignment in which they are to be transported. If this is not done, and it becomes necessary for the carrier to perform switching service in order to arrange group(s) of cars into a solid block consignment, a charge of \$380.00 will be assessed against the consignor or his agent by carrier for performing the blocking service for each group of cars requiring blocking.

(ITEM 5080) – TRAINLOAD/UNIT TRAIN DIVERSION OR RECONSIGNMENT

Reconsignment or diversion of an entire trainload consignment will be permitted subject to charges in Section 4.

(ITEM 5090) – TURNING EMPTY PRIVATELY-OWNED OR LEASED CARS

- a. Upon written request of car owner or lessee, empty open-top cars used for the transportation of coal in trainload/unit train service will be turned in the opposite direction by the involved carrier at a charge of:
 - (1) \$2,950.00 per train, up to and including 60 cars.
 - (2) \$50.00 each additional car in excess of 60 cars.
- b. Upon request of car owner or lessee that an empty open-top car of their ownership or lease, used in transportation coal and having rotary coupler at one end, be turned so as to face such rotary coupler in a given direction, carrier will perform such service at a charge of \$189.00 per car. Except, if necessity for turning a car is due to fault of the carrier, the service will be performed at no charge.

SECTION 5 – TRAINLOAD/UNIT TRAIN SERVICE

(ITEM 5100) – CHARGES FOR RELEASE AND RECALL OF CREW AND LOCOMOTIVES

In the event crew and locomotives are released prior to unloading during unloading or after unloading is completed without a trainload/unit train of empty cars being released to carrier for movement back to origin point, or prior to loading during loading or after loading is completed without a trainload/unit train of loaded cars being released to carrier, detention charges, if any, will cease at the time of notification of such release. When a train crew and locomotives are again required by shipper for service, a charge of \$1,965.00 will be assessed by carrier and paid by shipper and any detention time and/or charges applicable will resume upon arrival of crew and locomotives at destination or origin point, as the case may be.

(ITEM 5110) – INTERRUPTION OF SERVICE

If, by reason of (1) strike or walk-out of railroad or mine employees, (2) interruption of railroad service, due to damage to equipment or car shortage, (3) curtailment of coal production or loading by consignor(s) due to breakdown at origin, (4) an embargo, (5) an act of God or (6) fire, it becomes impossible for the railroad and/or consignor to meet the trainload/unit train minimum, cars that have been fully loaded, due to such disability, shall be considered as having met the minimum trainload/unit train requirements and freight charges at rates referring hereto will be assessed only on the cars actually loaded.

(ITEM 5130) – CHARGES FOR HANDLING EMPTY PRIVATE CARS TO OR FROM FACILITIES FOR MAINTENANCE, MODIFICATION OR REPAIR

Except as otherwise provided for in this item, empty cars of private ownership having been loaded in coal unit train service on CSXT will be moved to or from facilities for maintenance, modification or repair as provided by Private Price List CSXT 1500-Series.

EXCEPTION

This item will not apply if facility designated for maintenance, modification or repair is on the normal route of loaded unit train movement for the party typically controlling the loaded unit train scheduling.

(ITEM 5140) – BLENDING OR MIXING AT TOLEDO DOCK, OHIO

CSXT will at the request of consignee blend or mix coal when transferring coal from car to vessel at an additional charge of \$50.00 per car to be applied to all cars so blended or mixed.

SECTION 5 – TRAINLOAD/UNIT TRAIN SERVICE

(ITEM 5150) – DEMURRAGE ORIGINS

DEFINITIONS

UNIT TRAIN: A train consisting of open top hopper cars, most often loaded utilizing Carrier's locomotives and crew that is to be completely loaded within 4 hours or 4 hours and 30 minutes from the time the train is in position to load. **EXCEPTION:** Carrier may agree to allow additional loading time for the mutual benefit of the customer and the Carrier.

TRAINLOAD: A train consisting of open top hopper cars that is to be completely loaded, by the Mine Origin, in not more than 24 hours after placement of the train by Carrier, on the Mine Origin's tracks.

UNIT TRAIN LOADING TIME: The time Carriers engines/train crew and system or private open top hopper cars are in position to load under the tipple at the mine origin, until the train is completely loaded. The time necessary for the origin to input car numbers to generate either computer or manual billing, to fasten car latches, apply side release and other freeze treatment agents, during freezing weather, dust suppressants when necessary, or to make cars clean for benefit of both Carrier and Mine Origin, or reasons covered under the force-majeure definitions listed herein, will not be counted against the loading time.

UNIT TRAIN FREE TIME: Four hours free time will be allowed for loading all cars in unit train shipments of 109 cars or less. Unit trains consisting of 110 cars or more will be allowed four and one half hours to load the train. Carrier may grant exceptions to this rule. (The CSX Coal Development Department will keep record of such exceptions and determine their application).

CONSTRUCTIVE PLACEMENT: When origin cannot load a train offered or delivered by Carrier as scheduled under the Carrier's Coal Management System, Carrier may assess charges as applicable under Item 5010. Constructive placement charges will not be assessed against a Mine Origin that is in the process of loading other unit train shipments. Constructive placement applies when actual placement is prevented due to a cause attributable to the Mine Origin.

FORCE MAJEURE: If by reason of (1) an act of God, strikes, lockouts, labor disputes or work stoppages, in the coal mining industry or the railroad industry, (2) a mechanical breakdown or fire at the Mine Origin's facility, (3) interruption of railroad service due to damage to equipment, (4) an embargo, (5) failure of computer or communication devices necessary for the loading of trains or transmitting of data to the Carrier or (6) due to enforcement of Federal and State Laws, rules or regulations, the Mine Origin is unable to release to the Carrier all cars placed at origin for inclusion in a trainload/unit train shipment, cars not loaded due to such disability shall not be subject to detention charges.

UNIT TRAIN MONITORING:

CSX train personnel will notify the appropriate local Transportation Supervisor, whenever a Mine Origin is requiring more time to load a train than is allowed under the definition of free time.

The Transportation Supervisor will then contact the CSXT Coal Development office to determine whether any additional free time has been granted to the Mine Origin to load a train(s) for the benefit of customer and CSXT.

The Transportation Supervisor may then choose to monitor the Mine Origins loading time on subsequent trains, and if the Mine Origin is exceeding the free time allowed, shall contact the Coal Development Department. The Coal Development Department and the Transportation Supervisor will then monitor a subsequent train loading(s) and if the origin is found out of compliance, the Coal Development Department will arrange for the necessary penalty to be assessed against the offending origin, until the situation is corrected and the origin again complies with the unit-train loading requirements, as specified herein.

SECTION 5 – TRAINLOAD/UNIT TRAIN SERVICE

PENALTY: (Effective July 1, 2007)

Mine Origins found to be in non-compliance with the unit-train loading requirements (as set forth in this section of Item 5150) will be assessed a penalty of \$5000 per train loaded for each train deemed non-compliant from the time it is determined by the Carrier the Mine Origin is not in compliance. (Carrier's Coal Development Department shall be the governing authority to determine when an origin is non-compliant and shall be responsible for arranging for assessment of penalties).

UNIT TRAIN/TRAINLOAD REQUIREMENT:

All CSXT unit train (4 hour) and trainload (24 hour) origins shall be required to have Automatic Equipment Identification (AEI) car readers installed and operable, capable of transmitting the time of loading of the first and last car of a unit train/trainload consist to CSXT.

Unit Train

Note 1. Applicable only from origins shown in Note 3, and only in connection with prices applying on unit train shipments (which are subject to a minimum of not less than 7500 net tons). Origins will be required to load trains 24 hours per day, 7 days per week on or after confirmed loading date. Following any Carrier observed Holiday; Mine Origins will be expected to resume loading operation beginning 0001 hours the following day. **Mine origins will be expected to load train continuously from the time the train is in position to load, until the loading of the train is completed.**

Trainload

Note 2. Applicable only from origins shown in Note 4, and only in connection with prices applying on trainload shipments (which are subject to a minimum of not less than 7500 net tons or more). Origins will be required to load trains seven (7) days per week on or after scheduled reservation date.

Twenty-four (24) hours free time will be allowed at origin for loading all cars in a trainload shipment (Notes 1 and 2) – Time to be computed, unless prevented by cause attributable to carrier, from the time of actual or constructive placement of all empty cars on coal mine tracks or coal mine sidings on or after the CLD until the release of the loaded cars to the carrier.

Constructive placement applies when actual placement is prevented due to a cause attributable to the Mine Origin. Trainload shipments held in excess of twenty-four (24) hours will be charged \$360.00 for each chargeable hour or fraction thereof until all cars in the trainload shipment are released to the carrier.

If carrier arrives at a Mine Origin shown in Note 4 subsequent to release notification of loaded cars to the carrier, and trainload shipment is not completely loaded, the Mine Origin will be subject to a charge of \$1,965.00 in addition to any demurrage charges accrued.

PRIVATE TRAINSET ASSEMBLY AND SWITCHING

If Carrier is requested to assemble private cars into multi-car or trainload quantities to gather private cars that have been sold or that are subject to a lease termination, the following assembly charges and switching rules apply:

- a) Carrier may perform the assembly only if the assembly is consistent with normal operations, at Carrier's sole discretion,
- b) Carrier will choose the location for performing such service
- c) Switching/assembly charges are \$189 per car,
- d) Any other applicable CSXT charges for movement of empty or loaded cars will also apply.



SECTION 5 – TRAINLOAD/UNIT TRAIN SERVICE

(ITEM 5150) – DEMURRAGE ORIGINS (Continued)

Note 3. Four (4) Hour Load Origins as follows:

Ada	KY	Damron Fork	KY	Mountain Laurel	WV
Alamo	KY	Diamond J	KY	Mousie	KY
Andy	KY	Dotiki	KY	Myra	KY
Anjean	WV	Elkatawa	KY	Neece Creek	VA
Ashley Kay	WV	Emerald Mine	PA	NRG	KY
Baber	WV	Evergreen	WV	Pardee	WV
Bailey Mine	PA	Fanco	WV	Phillips	WV
Balkan	KY	Feats	WV	Prenter	WV
Banner	KY	Federal 2 Mine	WV	Providence 1	KY
Bardo	KY	Fola	WV	Raders Run	WV
Bates Branch	KY	Fork Creek	WV	Rapid Loader	KY
Baybeck	WV	Gatliff	KY	Rapid Loader 1	KY
Baylor	WV	Gibcoal	IN	Raven	KY
Benedict	VA	Glenbrook	KY	Red Bird	KY
Bessie	KY	Goals	WV	Resource	KY
Beth	WV	Goff	KY	Roxana	KY
Beckley Pocahontas	WV	Gravity Yard	KY	Sapphire	KY
Bevins Branch	KY	Hamilton 2	KY	Sapphire 1	KY
Blacksville One Mine	WV	Harris	WV	Sarah	KY
Blacksville Two Mine	WV	Hazelton	IN	Sawmill Run	WV
Blue Creek 3	AL	Hignite 1	KY	Scotts Branch	KY
Blue Creek 4	AL	Hilo	KY	Sentinel	WV
Blue Creek 5	AL	Holbrook	WV	Shannon	AL
Blue Creek 7	AL	Holden 22	WV	Sigmon	KY
Blue Grass 3	KY	Hoyt	KY	Spurlock Mine	KY
Blue Grass 4	KY	Hutchinson	WV	Stirrat 1	WV
Brooks Run 1	WV	Ivel	KY	Sylvester	WV
Brookside	KY	Kohlsaas	WV	Tolson	KY
Buckeye 1	KY	Kopper Glo	TN	Toms Fork	WV
Bull Creek	WV	Kragon	KY	Typo	KY
Burke Station	KY	Leatherwood 1	KY	Vermilion Grove	IL
Calla	KY	Liberty	WV	Viall	KY
Cardinal 9	KY	Lick	WV	Wahoo	KY
Carlisle	IN	Little Creek	KY	Wells Preparation Plant	WV
Charlene	KY	Loveridge Mine	WV	Wen-Lar	KY
Cimarron	KY	Lynch 3	KY	Wheatland	IN
Clover	KY	Marfork	WV	Whitetail	WV
Consol 95	WV	Marnie	WV	Yellow Creek	KY
Cowen	WV	Mayflower	VA		
Creech	KY				



SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

(ITEM 5150) – DEMURRAGE ORIGINS (Continued)

Note 4. Twenty-four (24) Hour Load Origins as follows:

Adrian	WV	Gatzmer	WV	Pine Creek	WV
Anjean	WV	Green Valley	WV	Raccoon	KY
Apex 2	KY	Homer III	WV	Ramsey	KY
Beverly Ann	KY	Hopkins	WV	Rawhide	WV
Blanton	KY	Jesse Branch	KY	Rowland	WV
Bull Creek	KY	Juliana 1	WV	Scarlet	WV
Cambria	PA	LaBelle	PA	Shaw	PA
Century 102	WV	Lancer	KY	Slones Branch	KY
Cheyenne	KY	Maidsville	WV	Stirrat 24	WV
Cheyenne 1	KY	Maple Meadow	WV	Sunny Knott	KY
Democrat	KY	McClure	VA	Tygart River	WV
East Gulf	WV	McVicker	KY	Verda	KY
Emmett	WV	Mettiki	MD	Winifrede Jct.	WV
Fairway	KY	Patton	KY		
Frozen Creek	KY	Phillips – Consol 10	MD		
Garnette	WV	Phipps	VA		

(AA) Note 5. The following origins are located on the A&O Railroad and, although the CSX Transportation demurrage requirements set forth in this Item 5150 do not apply to railcars while on the A&O Railroad, such railcars will be subject to the terms and provisions, including charges, provided for in the tariffs, circulars, or other governing publications of the A&O Railroad then in effect.

Adrian	WV
Brooks Run	WV
Century 102	WV
Evergreen	WV
Juliana 1	WV
Rawhide	WV
Sawmill Run	WV
Sentinel	WV

SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

(ITEM 5160) – BILL OF LADING TENDER

The Mine Origin will tender the Bill of Lading to the carrier at the time cars are pulled from the Mine Origin. Mine Origins that electronically tender the Bill of Lading to the carrier must do so within two (2) hours of departure of the loaded car from the Mine Origin. **A charge of \$1,500.00 per trainload/unit train will be assessed against the Mine Origin when the Bill of Lading is not provided to carrier within this time period.**

(ITEM 5170) – DESTINATION DEMURRAGE ON DOMESTIC TIDEWATER AT RAILROAD PIERS

Cars of coal billed for delivery to vessels or barges for domestic transshipment over railroad owned facilities are subject to the prices and provisions of Item 8020, Section 8, referenced for domestic traffic, with the following exception:

EXCEPTION

Detention days for each car will exclude Saturdays, Sundays, and legal holidays. Legal holidays are: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event one of these holidays occurs on Sunday, the following Monday will be considered as a holiday.

(ITEM 5175) – DESTINATION DEMURRAGE ON DOMESTIC TIDEWATER AT PRIVATE PIERS

Cars of coal billed for delivery to vessels or barges for transshipment over private piers are subject to the prices and provisions of Item 8100, Section 8.

(ITEM 5180) – LAKE CARGO DEMURRAGE

Trainload and volume consignments of coal to vessels through the coal dumping facilities at Toledo Dock, Ohio are subject to the following:

- a. A notice of arrival will be given to the consignee or party entitled to receive same upon arrival of cars at destination. Detention will be computed from the first 0001 hours after arrival of cars. Cars which cannot be accommodated at lake port will be held short and noticed upon arrival of cars at point where held. A day will commence at 0001 hours and will end on the following day; and a fraction of a day will be counted as one (1) day.
- b. Two credits will be allowed for each car released during a period, except cars released at the end of the lake season.
- c. Each car unloaded into a vessel will be released from detention at the date and time vessel is available and ready to take cargo.

Note. The year will be divided into two (2) settlement periods. The first period will be January 1 to July 31, inclusive, and the second period August 1 to December 31, inclusive. Holidays will not be included in computing detention.

Each period will be considered separately for the computation of demurrage. Detention and credits earned for all cars released during a period will be averaged together. If the patron earns an excess of debits in any period, patron will be billed \$30.00 per debit day.

Note. Excess credits earned in one period may not be used to offset debits accrued in another period. Cars will be released from demurrage in the order of their arrival rather than in the actual order of release.

SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

(ITEM 5180) – LAKE CARGO DEMURRAGE (Continued)

Note. Claims for relief must be presented within thirty (30) days after period billing date.

At or prior to the close of the lake season, a consignee may notify the railroad to:

- (1) Discontinue a specific consignment of coal and reconsign cars at any time after the loading of last vessel taking such consignment. All cars of that consignment left over and in route prior to loading will be released without credit at the date and time reconsignment order is effective.
- (2) Discontinue a specific consignment of coal after loading of a consignee's last vessel of the year taking coal subject to these rules: All cars left over shall be released without credit at the date and time the loading of the last vessel. Ten (10) days (including Saturdays, Sundays, and Holidays) will be allowed for each car reconsigned, after which a charge of \$20.00 per car, per day will be made to and including date reconsignment order is effective. When unloading operations are suspended due to lake season closure, time, and date of closure will be considered as date of last vessel. Cars reconsigned will be identified with last vessel.

d. Additional allowances to be made for the following:

- (1) When unloading operations are suspended by this railroad for twenty-four (24) or more consecutive hours (excluding Holidays and lake season closure period), an allowance will be made on all cars which would have unloaded into vessels that would have been nominated to load during the suspension period. The allowance will cover the period from date and time vessels did or would have reported at unloading facilities to the date or dates an equal number of cars of the same consignment name, number or class of coal is unloaded or reconsigned, not in excess of nine days following the first 0001 hours following the resumption of operations, provided:

Claims for relief should be presented within thirty (30) days after the date on which operations resumed.

- (2) Claim should state vessels which would have reported to load during the suspension period, giving date and time vessel would have reported, consignment name, number, or size of train and the number of cars for which the allowance is claimed.
- (3) When railroad error prevents delivery, an allowance in the computation of detention shall be made for each error day.
- (4) When a railroad work stoppage at the port or work stoppage at dock prevents delivery of coal to vessels, an allowance will be made on all cars on which detention accrues, on hand or arriving prior to the resumption of coal unloading.
- (5) On cars accruing one day detention or less, an additional allowance of one (1) credit will be made.

e. Whenever reference is made to "Holidays" in this item, it will mean the following:

Memorial Day
Labor Day
Independence Day
Thanksgiving Day

SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

(ITEM 5190) – TRAINLOAD/UNIT TRAIN DETENTION AT DESTINATION

1. Applicable only at Destination shown in Note 7 and only in connection with prices applying on trainload or unit train shipments (which are subject to a minimum of not less than 6500 net tons or more) or multiple car shipments (which are subject to a minimum of not less than 4500 net tons or more), which shipments are hereinafter referred to as “trainload.”

Four (4) hours free time will be allowed at destination for unloading (see Notes 1, 2, and 3) and releasing or returning empty cars of the trainload/unit train consignment to the carrier. When carrier crews are utilized during the unloading process, time is to be computed from the time of actual or constructive placement of the first loaded car in position of unloading, at the unloading facility, until the release of empty cars to carrier. When carrier crews are not utilized during the unloading process, time is to be computed from the time of actual or constructive placement on consignee’s tracks or other designated tracks. Constructive placement occurs when actual placement is prevented due to a cause attributable to consignee. Cars held in excess of four (4) hours will be charged \$360.00 for each chargeable hour, or fraction thereof, per trainload/unit train until all cars in the train consignment are released.

EXCEPTION

In the event unloading of a minimum 8100-ton train requires more than one (1) separation of the train, free time will be computed from arrival of the first loaded car at the first switch to the unloading facility, until all empty cars are reassembled and released to the carrier. Cars in this disposition held in excess of four (4) hours will be charged \$480.00 for each chargeable hour or fraction thereof per trainload shipment until all cars in the trainload shipment are released to the carrier.

2. Applicable only at Destinations that are not shown in Note 7, and only in connection with prices applying on trainload or unit train shipments (which are subject to minimum of not less than 6500 net tons or more) or multiple car shipments (which are subject to a minimum of not less than 4500 net tons or more), which shipments are hereinafter referred to as “trainload.”

Twenty-four (24) hours free time will be allowed for unloading (see Notes 1 and 6), and releasing or returning cars included in the trainload consignment. Time will be computed from time of actual placement until release of empty cars to carrier. Actual placement is made when cars are placed in an accessible area for unloading, on consignee’s tracks or other designated tracks. If the carrier is prevented from placing cars due to any cause attributable to the consignee, cars will be considered constructively placed. Each car held in excess of twenty-four (24) hours will be charged \$30.00 per car, per day or fraction thereof until empty cars are released to carrier.

EXPLANATION OF NOTES

- Note 1.** (a) If by reason of an act of God, consignee cannot unload and release within the free time allowed, in this item, all cars of consignment, no detention charges will be assessed (Note 5).

Or (b) If by reason of (1) strikes, lockouts, labor disputes, or work stoppages in the consignee’s receiving facilities, (2) a mechanical breakdown or fire (Note 4) in consignee’s receiving facilities, consignee cannot release all cars of a consignment, detention will be charged for all cars at \$15.00 per car, per day or fraction thereof without free time allowance (Note 5).

- Note 2.** When at the time of actual or constructive placement lading is frozen so as to require heating, thawing, or loosening to unload, and a freeze agent has been properly applied, the four (4) hours free time for unloading will be extended an additional twelve (12) hours, provided the consignee shall, prior to the expiration of five (5) days after the date on which car or cars were released, send or give the railroad’s agent a written statement certifying by car initial and number, the day or days during which any time was expended in heating, thawing, or loosening the lading to unload the car or cars.

SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

(ITEM 5190) – TRAINLOAD/UNIT TRAIN DETENTION AT DESTINATION (Continued)

- Note 3.** On car(s) not arriving with trainload/unit train consignment, due to any cause attributable to carrier, twenty-four (24) hours will be allowed, with time to be computed from the time of actual or constructive placement. Car(s) held in excess of twenty-four (24) hours will be subject to a detention charge of \$30.00 per car for each twenty-four (24) hour period or fraction thereof, until car(s) are released to carrier.
- Note 4.** Breakdown in facilities of consignee will include only the mechanical breakdown in equipment vital to the coal unloading operation. Fire in facilities of consignee will include only fire incapacitating the equipment vital to the unloading operation.
- Note 5.** The consignee must certify in writing, within a period of five (5) days from date of disability, to the destination carrier, when he is unable to unload and release cars of a consignment due to any disability listed in Note 1, including the nature of the disability and the actual time said disability commenced and terminated.
- Note 6.** When at the time of actual or constructive placement lading is frozen so as to require heating, thawing, or loosening to unload, and a freeze conditioning agent has been properly applied, the twenty-four (24) hours free time for unloading will be extended an additional twenty-four (24) hours, provided the consignee shall, prior to the expiration of five (5) days after the date on which car or cars were released, send or give the railroad's agent a written statement certifying by car initial and number, the day or days during which any time was expended in heating, thawing, or loosening the lading to unload the car, or cars.
- Note 7.** Four (4) hour unloading facilities follow:
- | | |
|--|--|
| Gaston, AL (Gaston Plant) | Abee, IN (Brown Plant) |
| West Jefferson, AL (Miller Plant) | Merom, IN (Merom Plant) |
| Bostwick, FL (Palatka Plant) | Wilson Station, KY (D. B. Wilson Plant) |
| Gay, FL (FL Crushed Stone Facility) | Terrell, NC (Marshall Plant) |
| Hague, FL (Deerhaven Plant) | Shippingport, PA (Mansfield Plant) |
| Indiantown, FL (U.S. Generating Plant) | Cross, SC (Cross Plant) |
| Park, FL (McIntosh Plant) | Middleton, SC (Williams Plant) |
| Power Park, FL (St. Johns River Power Plant) | North Wateree, SC (Wateree Plant) |
| Red Level Junction, FL (Crystal River Plant) | Pennyroyal, SC (Winyah Plant) |
| Harlee, GA (Harlee Branch Plant) | Pinopolis Junction, SC (Jefferies Plant) |
| Jacmac, GA (McDonough Plant) | Edgemoor, TN (Bullrun Plant) |
| Rincon, GA (McIntosh Plant) | Harriman, TN (Kingston Steam Plant) |
| Stilesboro, GA (Bowen Plant) | |

SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

(ITEM 5200) – TRAINLOAD/UNIT TRAIN RIVER DEMURRAGE

1. Applicable only at Destinations shown in Note 8, and only in connection with prices applying on trainload, unit train, or multiple car shipments subject to a minimum of not less than 5500 net tons or more, which shipments are hereinafter referred to as “trainload.” Twelve (12) hours free time will be allowed at destination for unloading (see Notes 1, 2, and 3), excluding Holidays (see Note 7), and releasing or returning empty cars of the trainload consignment to the carrier time will be computed from the time of actual or constructive placement on consignee’s tracks or other designated tracks. Provided, however, in the event cars arrive at destination prior to the time specified in CSXT’s River Permitting Schedule applicable to the shipment involved, such cars shall not be constructively placed prior to the arrival time specified in CSXT’s River Permitting Schedule. Constructive placement occurs when actual placement is prevented due to a cause attributable to consignee. Cars held in excess of twelve (12) hours, excluding Holidays (see Note 7), will be charged for the following charges per trainload shipment, until all the cars of the shipment are released:

\$75.00 per hour for the first chargeable hour or fraction thereof and each subsequent chargeable hour or fraction thereof, not exceeding sixteen (16) hours and fifty-nine (59) minutes.

\$150.00 per hour for each subsequent chargeable hour or fraction thereof beginning with the 17th chargeable hour or fraction thereof.

2. Applicable only at Destinations shown in Note 9, and only in connection with prices applying on trainload, unit train or multiple car shipments subject to a minimum of not less than 5500 net tons or more, which shipments are hereinafter referred to as “trainload”.

Twenty-four hours free time will be allowed for unloading (see Notes 1, 3, and 6), excluding Holidays (see Note 7), and releasing or returning all cars included in the trainload consignment. Time will be computed from time of actual placement until release of empty cars to carrier. Actual placement is made when cars are placed on designated tracks. If the carrier is prevented from placing cars due to any cause attributable to the consignee, cars will be considered constructively placed. Provided, however, in the event cars arrive at destination prior to the time specified in CSXT’s River Permitting Schedule applicable to the shipment involved, such cars shall not be constructively placed prior to the arrival time specified in CSXT’s River Permitting Schedule. Cars held in excess of 24 hours, excluding Holidays (see Note 7), will be charged \$20.00 per car, per day or fraction thereof until empty cars are released to carrier.

3. Applicable only at Destinations shown in Note 10 and only in connection with prices applying on trainload or unit train shipments (which are subject to a minimum of not less than 8400 net tons or more) or multiple car shipments (which are subject to a minimum of not less than 4500 net tons or more), which shipments are hereinafter referred to as “trainload”.

Four hours free time will be allowed at destination for unloading (see Notes 1, 2, and 3) and releasing or returning empty cars of the trainload/unit train consignment to the carrier. When carrier crews are utilized during the unloading process, time is to be computed from the time of actual or constructive placement of the first loaded car in position of unloading, at the unloading facility, until the release of empty cars to carrier. When carrier crews are not utilized during the unloading process, time is to be computed from the time of actual or constructive placement on consignee’s tracks or other designated tracks. Provided, however, in the event cars arrive at destination prior to the time specified in CSXT’s River Permitting Schedule applicable to the shipment involved, such cars shall not be constructively placed prior to the arrival time specified in CSXT’s River Permitting Schedule. Constructive placement occurs when actual placement is prevented due to a cause attributable to consignee. Cars held in excess of four hours will be charged \$300.00 for each chargeable hour, or fraction thereof, per trainload/unit train until all cars in the train consignment are released.

SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

(ITEM 5200) – TRAINLOAD/UNIT TRAIN RIVER DEMURRAGE (Continued)

EXPLANATION OF NOTES

- Note 1.** (a) If by reason of an act of God, (1) floods, (2) earthquakes, (3) hurricanes, (4) tornadoes and conditions in the devastated area resulting therefrom, or (5) river ice conditions, where coal is transferred from cars to vessels, boats or barges, consignee cannot unload and release within the free time allowed in this item all cars of consignment, no detention charges will be assessed (Note 6).
- (b) If by reason of (1) strikes, lockouts, labor disputes or work stoppages in the consignee's receiving facilities, (2) a mechanical breakdown or fire (Note 4) in consignee's receiving facilities, consignee cannot release all cars of a consignment, the free time will be 48 hours, detention will be charged for all cars at \$10.00 per car, per day or fraction thereof following free time allowance (Note 5).
- Note 2.** When at the time of actual or constructive placement lading is frozen so as to require heating, thawing, or loosening to unload, and a freeze conditioning agent has been properly applied, the 12 hours free time for unloading will be extended an additional 12 hours, provided the consignee shall, prior to the expiration of five days after the date on which car or cars were released, send or give the railroad's agent a written statement certifying by car initial and number, the day or days during which any time was expended in heating, thawing, or loosening the lading to unload the car or cars.
- Note 3.** On car(s) not arriving with trainload consignment, due to any cause attributable to carrier, such car(s) will be subject to the average agreement provisions provided in Item 8070, Section 8. (The price protected on said straggler car(s) will be price applicable on the trainload shipment as originally billed prior to removal of said car(s) from trainload shipment as tendered to carrier.)
- Note 4.** Breakdown in facilities of consignee will include only the mechanical breakdown in equipment vital to the coal unloading operation. Fire in facilities of consignee will include only fire incapacitating the equipment vital to the unloading operations.
- Note 5.** The consignee must certify in writing, within a period of five (5) days from date of disability, to the destination carrier, when he is unable to unload and release cars of a consignment due to any disability listed in Note 1, including the nature of the disability and the actual time said disability commenced and terminated.
- Note 6.** When at the time of actual or constructive placement lading is frozen so as to require heating, thawing, or loosening to unload, and a freeze conditioning agent has been properly applied, the twenty-four (24) hours free time for unloading will be extended an additional twenty-four (24) hours, provided the consignee shall, prior to the expiration of five (5) days after the date on which car or cars were released, send or give the railroad's agent a written statement certifying by car initial and number, the day or days during which any time was expended in heating, thawing, or loosening the lading to unload the car or cars.

SECTION 5 – TRAINLOAD / UNIT TRAIN SERVICE

(ITEM 5200) – TRAINLOAD/UNIT TRAIN RIVER DEMURRAGE (Continued)

Note 7. The term “Holiday” refers to the following days:

New Years Day – January 1 (Note)
President’s Day – Third Monday of February
Memorial Day – Last Monday of May
Independence Day – July 4 (Note)
Labor Day – First Monday of September
Thanksgiving Day – Fourth Thursday of November
Christmas Day – December 25 (Note)

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

Note 8. Twelve (12) hour unloading river facility as follows:

Riverport, KY (LTCRT)
Wilder, KY (LRT)

Note 9. Twenty-four (24) hour unloading river facility as follows:

Alicia, PA (Consol)
Bunola Siding, PA (Canestrале)
Ceredo, WV (CRD)
Glassport, PA (MVT)
Huntcoal, WV (HCT)
Huntington, WV (ORT)
LaBelle, PA (Canestrале)
Maysville, KY (TTI)
Monaca, PA (Colona Terminals)
Monessen, PA (Three Rivers Marine)
Parkersburg, WV (Dockside)

Note 10. Four (4) hour unloading river facility as follows:

Mt. Vernon, IN (Mapco)

(ITEM 5220) – TIDEWATER EXPORT DEMURRAGE

Cars of coal billed for delivery to vessels for export over railroad owned facilities are subject to the provisions found in Section 8, Item 8020 of this publication.



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY STATE

Item No. 7000

ALABAMA

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
1	BLUE CREEK 3	AL	20 ALABAMA	4	BLUE CREEK 7	AL	20 ALABAMA
2	BLUE CREEK 4	AL	20 ALABAMA	8	SHANNON	AL	20 ALABAMA
3	BLUE CREEK 5	AL	20 ALABAMA				

Item No. 7020

INDIANA

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
1	ALGERS	IN	99 NCRD	020	GIBCOAL	IN	30 PRINCETON
1	BREED SWITCH	IN	33 SULLIVAN	1	HAZLETON	IN	30 PRINCETON
005	CARLISLE	IN	33 SULLIVAN	3	KING	IN	30 PRINCETON
2	FARMERSBURG	IN	33 SULLIVAN	4	TERRE HAUTE	IN	23 CLINTON
				15	WHEATLAND	IN	30 PRINCETON

Item No. 7030

KENTUCKY

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
5	ADA	KY	28 JELLICO-MIDDLESBORO	15	BLUE GRASS 3	KY	27 HAZARD
5	ADA	KY	80 CV I	54	BLUE GRASS 3	KY	83 EK II
10	ALAMO	KY	28 JELLICO-MIDDLESBORO	16	BLUE GRASS 4	KY	27 HAZARD
10	ALAMO	KY	80 CV I	16	BLUE GRASS 4	KY	83 EK II
1	ALVA	KY	26 HARLAN	14	BROOKSIDE	KY	26 HARLAN
1	ALVA	KY	78 CV II	14	BROOKSIDE	KY	78 CV II
1	ANDY	KY	27 HAZARD	18	BUCKEYE 1	KY	27 HAZARD
1	ANDY	KY	82 EK I	18	BUCKEYE 1	KY	83 EK II
36	APEX 2	KY	17 BIG SANDY	19	BUCKEYE 2	KY	27 HAZARD
36	APEX 2	KY	72 BS III	19	BUCKEYE 2	KY	83 EK II
8	APEX 2 DOCK	KY	22 CLINCHFIELD	90	BULL CREEK	KY	17 BIG SANDY
20	ARBOR	KY	28 JELLICO-MIDDLESBORO	90	BULL CREEK	KY	71 BS II
20	ARBOR	KY	80 CV I	93	BURK BRANCH	KY	17 BIG SANDY
26	BALKAN	KY	80 CV I	93	BURK BRANCH	KY	72 BS III
26	BALKAN	KY	28 JELLICO-MIDDLESBORO	95	BURKE STATION	KY	17 BIG SANDY
15	BANNER	KY	71 BSII	95	BURKE STATION	KY	72 BS III
39	BANNER	KY	17 BIG SANDY	20	CALLA	KY	27 HAZARD
2	BARDO	KY	26 HARLAN	20	CALLA	KY	83 EK II
2	BARDO	KY	78 CV II	21	CARDINAL 9	KY	34 WEST KENTUCKY
42	BATES BRANCH	KY	17 BIG SANDY	22	CHARLENE	KY	27 HAZARD
42	BATES BRANCH	KY	72 BS III	22	CHARLENE	KY	83 EK II
10	BESSIE	KY	27 HAZARD	23	CHAVIES	KY	27 HAZARD
10	BESSIE	KY	83 EK II	23	CHAVIES	KY	83 EK II
55	BEVERLY ANN	KY	17 BIG SANDY	2	CHEYENNE	KY	25 ELKHORN
55	BEVERLY ANN	KY	71 BS II	2	CHEYENNE	KY	83 EK II
60	BEVINS BRANCH	KY	17 BIG SANDY	103	CHEYENNE 1	KY	17 BIG SANDY
60	BEVINS BRANCH	KY	72 BS III	103	CHEYENNE 1	KY	72 BS III
10	BLANTON	KY	26 HARLAN	4	CIMARRON	KY	34 WEST KENTUCKY
10	BLANTON	KY	78 CV II				



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY STATE

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
75	CLOVER	KY	28 JELICO-MIDDLESBORO	51	HOYT	KY	27 HAZARD
75	CLOVER	KY	28 JELICO-MIDDLESBORO	51	HOYT	KY	83 EK II
75	CLOVER	KY	80 CV I	330	IVEL	KY	17 BIG SANDY
85	COBRA	KY	28 JELICO-MIDDLESBORO	330	IVEL	KY	71 BS II
85	COBRA	KY	80 CV I	58	JEFF	KY	27 HAZARD
27	CREECH	KY	26 HARLAN	58	JEFF	KY	83 EK II
27	CREECH	KY	78 CV II	355	JESSE BRANCH	KY	17 BIG SANDY
130	DAMRON FORK	KY	17 BIG SANDY	355	JESSE BRANCH	KY	72 BS III
130	DAMRON FORK	KY	72 BS III	360	JET SIDING	KY	17 BIG SANDY
6	DEMOCRAT	KY	25 ELKHORN	360	JET SIDING	KY	71 BS II
6	DEMOCRAT	KY	83 EK II	65	KRAGON	KY	27 HAZARD
155	DEMOCRAT 1	KY	17 BIG SANDY	65	KRAGON	KY	82 EK I
155	DEMOCRAT 1	KY	72 BS III	410	LANCER	KY	17 BIG SANDY
22	DIAMOND J	KY	34 WEST KENTUCKY	410	LANCER	KY	71 BS II
7	DOTIKI	KY	34 WEST KENTUCKY	415	LANDMARK 2	KY	17 BIG SANDY
105	EAST BERNSTADT	KY	28 JELICO-MIDDLESBORO	415	LANDMARK 2	KY	72 BS III
105	EAST BERNSTADT	KY	82 EK I	67	LEATHERWOOD 1	KY	27 HAZARD
30	ELKATAWA	KY	27 HAZARD	67	LEATHERWOOD 1	KY	83 EK II
30	ELKATAWA	KY	82 EK I	215	LEVI	KY	28 JELICO-MIDDLESBORO
115	EMLYN	KY	28 JELICO-MIDDLESBORO	215	LEVI	KY	80 CV I
115	EMLYN	KY	80 CVI	220	LEWISDALE	KY	28 JELICO-MIDDLESBORO
235	FAIRWAY	KY	17 BIG SANDY	220	LEWISDALE	KY	80 CV I
235	FAIRWAY	KY	72 BS III	230	LITTLE CREEK	KY	28 JELICO-MIDDLESBORO
135	FIRE KING	KY	28 JELICO-MIDDLESBORO	230	LITTLE CREEK	KY	80 CV I
135	FIRE KING	KY	80 CV I	240	LONDON	KY	28 JELICO-MIDDLESBORO
151	GARRARD 1	KY	28 JELICO-MIDDLESBORO	61	LYNCH 3	KY	26 HARLAN
151	GARRARD 1	KY	80 CVI	61	LYNCH 3	KY	78 CV II
155	GATLIFF	KY	28 JELICO-MIDDLESBORO	495	MCVICKER	KY	17 BIG SANDY
155	GATLIFF	KY	80 CV I	285	MCVICKER	KY	72 BS III
270	GOFF	KY	17 BIG SANDY	63	MERNA	KY	26 HARLAN
270	GOFF	KY	72 BS III	63	MERNA	KY	78 CV II
160	GRAVITY YARD	KY	28 JELICO-MIDDLESBORO	255	MIDDLESBORO	KY	28 JELICO-MIDDLESBORO
160	GRAVITY YARD	KY	80 CV I	255	MIDDLESBORO	KY	80 CV I
275	GUARANTY	KY	17 BIG SANDY	523	MOUSIE	KY	17 BIG SANDY
275	GUARANTY	KY	71 BS II	523	MOUSIE	KY	71 BS II
180	HAMILTON 2	KY	28 JELICO-MIDDLESBORO	525	MYRA	KY	17 BIG SANDY
180	HAMILTON 2	KY	80 CV I	525	MYRA	KY	72 BS III
190	HIGNITE	KY	28 JELICO-MIDDLESBORO	67	NRG	KY	26 HARLAN
190	HIGNITE	KY	80 CV I	67	NRG	KY	78 CV II
195	HIGNITE 1	KY	28 JELICO-MIDDLESBORO	555	PAINTSVILLE	KY	17 BIG SANDY
195	HIGNITE 1	KY	80 CV I	555	PAINTSVILLE	KY	70 BS I
43	HILO	KY	26 HARLAN	280	PARAMOUNT	KY	28 JELICO-MIDDLESBORO
43	HILO	KY	78 CV II	280	PARAMOUNT	KY	80 CV I



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY STATE

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
570	PATTON	KY	17 BIG SANDY	93	SIGMON	KY	27 HAZARD
570	PATTON	KY	72 BS III	93	SIGMON	KY	83 EK II
610	PRESTONSBURG	KY	17 BIG SANDY	320	SILER	KY	28 JELICO-MIDDLESBORO
610	PRESTONSBURG	KY	71 BS II	320	SILER	KY	80 CV I
16	PROVIDENCE	KY	34 WEST KENTUCKY	708	SKYLINE	KY	45 RJCR
17	PROVIDENCE 1	KY	34 WEST KENTUCKY	710	SLONES BRANCH	KY	17 BIG SANDY
625	RACCOON	KY	17 BIG SANDY	710	SLONES BRANCH	KY	72 BS III
625	RACCOON	KY	72 BS III	675	SPURLOCK MINE	KY	17 BIG SANDY
630	RAMSEY	KY	17 BIG SANDY	215	SPURLOCK MINE	KY	72 BS II
630	RAMSEY	KY	72 BS III	715	STONE COAL	KY	17 BIG SANDY
30	RAPID LOADER	KY	25 ELKHORN	715	STONE COAL	KY	72 BS III
30	RAPID LOADER	KY	83 EK II	228	SUNNY KNOTT	KY	17 BIG SANDY
633	RAPID LOADER 1	KY	17 BIG SANDY	228	SUNNY KNOTT	KY	71 BS II
633	RAPID LOADER 1	KY	72 BS III	112	TOLSON	KY	27 HAZARD
639	RAVEN	KY	17 BIG SANDY	112	TOLSON	KY	83 EK II
365	RAVEN	KY	72 BSIII	81	TOTZ	KY	26 HARLAN
295	RED BIRD	KY	28 JELICO-MIDDLESBORO	81	TOTZ	KY	78 CV II
295	RED BIRD	KY	80 CV I	116	TYPO	KY	27 HAZARD
300	RESOURCE	KY	28 JELICO-MIDDLESBORO	116	TYPO	KY	83 EK II
300	RESOURCE	KY	80 CV I	82	VERDA	KY	26 HARLAN
87	ROXANA	KY	27 HAZARD	82	VERDA	KY	78 CV II
270	ROXANA	KY	83 EK II	343	VIALI	KY	28 JELICO-MIDDLESBORO
24	SAPPHIRE	KY	25 ELKHORN	343	VIALI	KY	80 CV I
24	SAPPHIRE	KY	83 EK II	118	WAHOO	KY	27 HAZARD
677	SAPPHIRE 1	KY	17 BIG SANDY	118	WAHOO	KY	83 EK II
415	SAPPHIRE 1	KY	72 BS III	345	WEN LAR	KY	28 JELICO-MIDDLESBORO
76	SARAH	KY	26 HARLAN	345	WEN LAR	KY	80 CV I
76	SARAH	KY	78 CV II	124	YELLOW CREEK	KY	27 HAZARD
682	SCOTTS BRANCH	KY	17 BIG SANDY	124	YELLOW CREEK	KY	83 EK II
682	SCOTTS BRANCH	KY	72 BS III				

Item No. 7040 MARYLAND

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
8	FRANKLIN	MD	03 CUMBERLAND_PIEDMONT EAST	33	MINE 5	MD	03 CUMBERLAND_PIEDMONT EAST
30	METTIKI	MD	03 CUMBERLAND_PIEDMONT EAST	34	MORRISONS	MD	03 CUMBERLAND_PIEDMONT EAST

Item No. 7050 OHIO

Mine No.	Origin	State	Rate District Name
20	CONNEAUT	OH	99 NCRD



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY STATE

Item No. 7060

PENNSYLVANIA

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
5	BAILEY MINE	PA	40 MGA	10	GLASSPORT	PA	99 NCRD
5	BESSEMER	PA	99 NCRD	15	LA BELLE	PA	40 MGA
20	CAMBRIA	PA	04 CUMBERLAND_PIEDMONT WEST	115	SHAW	PA	04 CUMBERLAND_PIEDMONT WEST
10	EMERALD MINE	PA	40 MGA				

Item No. 7070

TENNESSEE

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
375	CLAIRFIELD	TN	28 JELICO-MIDDLESBORO	390	HIGHCLIFF	TN	80 CV I
375	CLAIRFIELD	TN	80 CV I	402	KOPPER GLO	TN	28 JELICO-MIDDLESBORO
390	HIGHCLIFF	TN	28 JELICO-MIDDLESBORO	402	KOPPER GLO	TN	80 CV I

Item No. 7080

VIRGINIA

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
1	BENEDICT	VA	32 SOUTHWEST VIRGINIA	6	MAYFLOWER	VA	32 SOUTHWEST VIRGINIA
68	CC	VA	22 CLINCHFIELD	150	MCCLURE	VA	22 CLINCHFIELD
75	COLLCO	VA	22 CLINCHFIELD	165	NEECE CREEK	VA	22 CLINCHFIELD
90	DANTE	VA	22 CLINCHFIELD	185	PHIPPS	VA	22 CLINCHFIELD
110	FORK	VA	22 CLINCHFIELD	190	PITTCO	VA	22 CLINCHFIELD

Item No. 7090

WEST VIRGINIA

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
5	ADRIAN	WV	01 BELINGTON	17	CENTURY 102	WV	11 GRAFTON
1	ALEXANDER	WV	38 BEEM	52	CEREDO	WV	18 KANAWHA
57	ALPINE 1	WV	03 CUMBERLAND_PIEDMONT EAST	15	CEREDO RIVER	WV	99 NCRD
10	ANJEAN	WV	19 NEW RIVER	50	CONSOL 95	WV	05 FAIRMONT
16	ASHLEY KAY	WV	18 KANAWHA	6	COWEN	WV	GAULEY NORTH
16	ASHLEY KAY	WV	76 COAL RIVER II	65	CRAB ORCHARD	WV	19 NEW RIVER
18	BABER	WV	18 KANAWHA	25	DEEP HOLLOW	WV	15 MOUNTAIN
18	BABER	WV	73 LOGAN I	75	EAST GULF	WV	19 NEW RIVER
11	BAYBECK	WV	19 NEW RIVER	120	EMMETT	WV	18 KANAWHA
12	BAYLOR	WV	19 NEW RIVER	120	EMMETT	WV	74 LOGAN II
14	BECKLEY POCAHONTAS	WV	19 NEW RIVER	10	EVERGREEN	WV	09 GAULEY NORTH
15	BELLBURN	WV	19 NEW RIVER	125	FANCO	WV	18 KANAWHA
20	BETH	WV	18 KANAWHA	125	FANCO	WV	74 LOGAN II
20	BETH	WV	75 COAL RIVER I	126	FEATS	WV	18 KANAWHA
25	BLACKSVILLE ONE MINE	WV	40 MGA	126	FEATS	WV	73 LOGAN I
30	BLACKSVILLE TWO MINE	WV	40 MGA	40	FEDERAL 2 MINE	WV	40 MGA
3	BROOKS RUN 1	WV	09 GAULEY NORTH	100	FOLA	WV	19 NEW RIVER
37	BUFFALO	WV	18 KANAWHA	135	FORK CREEK	WV	18 KANAWHA
37	BUFFALO	WV	74 LOGAN II	135	FORK CREEK	WV	75 COAL RIVER I
12	BULL CREEK 2	WV	75 COAL RIVER I	140	GARNETTE	WV	18 KANAWHA
40	BULL CREEK 2	WV	18 KANAWHA	140	GARNETTE	WV	74 LOGAN II
35	CAREN	WV	19 NEW RIVER	75	GATZMER	WV	03 CUMBERLAND_PIEDMONT EAST
2	CARTER-ROAG	WV	38 BEEM	77	GEORGES CREEK 1	WV	03 CUMBERLAND_PIEDMONT EAST



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY STATE

Mine No.	Origin	State	Rate District Name	Mine No.	Origin	State	Rate District Name
142	GOALS	WV	18 KANAWHA	71	MOUNTAIN LAUREL	WV	76 COAL RIVER II
142	GOALS	WV	76 COAL RIVER II	291	MOUNTAIN LAUREL	WV	18 KANAWHA
123	GREEN VALLEY	WV	19 NEW RIVER	74	PARDEE	WV	74 LOGAN II
155	HARRIS	WV	18 KANAWHA	320	PARDEE	WV	18 KANAWHA
155	HARRIS	WV	76 COAL RIVER II	325	PHILLIPS	WV	18 KANAWHA
160	HOLBROOK	WV	18 KANAWHA	325	PHILLIPS	WV	74 LOGAN II
160	HOLBROOK	WV	75 COAL RIVER I	80	PINE CREEK	WV	74 LOGAN II
163	HOLDEN 22	WV	18 KANAWHA	335	PINE CREEK	WV	18 KANAWHA
163	HOLDEN 22	WV	74 LOGAN II	340	PRENTER	WV	18 KANAWHA
165	HOMER III	WV	18 KANAWHA	340	PRENTER	WV	75 COAL RIVER I
165	HOMER III	WV	75 COAL RIVER I	205	RADERS RUN	WV	19 NEW RIVER
005	HOPKINS	WV	45 RJCR	49	RAWHIDE	WV	11 GRAFTON
35	HUTCHINSON	WV	18 KANAWHA	355	ROBIN HOOD	WV	18 KANAWHA
35	HUTCHINSON	WV	73 LOGAN I	38	SAWMILL RUN	WV	01 BELINGTON
22	JULIANA 1	WV	09 GAULEY NORTH	380	SCARLET	WV	18 KANAWHA
210	KEPLER	WV	18 KANAWHA	380	SCARLET	WV	73 LOGAN I
220	KOHLSAAT	WV	18 KANAWHA	50	SENTINEL	WV	11 GRAFTON
220	KOHLSAAT	WV	76 COAL RIVER II	410	STIRRAT 1	WV	18 KANAWHA
225	LANTA	WV	18 KANAWHA	410	STIRRAT 1	WV	74 LOGAN II
228	LIBERTY	WV	18 KANAWHA	91	STIRRAT 24	WV	74 LOGAN II
228	LIBERTY	WV	75 COAL RIVER I	411	STIRRAT 24	WV	18 KANAWHA
230	LICK	WV	18 KANAWHA	420	SYLVESTER	WV	18 KANAWHA
230	LICK	WV	76 COAL RIVER II	420	SYLVESTER	WV	76 COAL RIVER II
50	LOVERIDGE MINE	WV	40 MGA	430	TOMS FORK	WV	18 KANAWHA
55	MAIDSVILLE	WV	40 MGA	430	TOMS FORK	WV	77 KAN
175	MAPLE MEADOW	WV	19 NEW RIVER	100	TYGART RIVER	WV	05 FAIRMONT
260	MARFORK	WV	18 KANAWHA	115	WELLS PREPARATION PLANT	WV	76 COAL RIVER II
260	MARFORK	WV	76 COAL RIVER II	440	WELLS PREPARATION PLANT	WV	18 KANAWHA
180	MARIANNA	WV	19 NEW RIVER	105	WEST GILBERT	WV	74 LOGAN II
265	MARNIE	WV	18 KANAWHA	445	WEST GILBERT	WV	18 KANAWHA
265	MARNIE	WV	76 COAL RIVER II	50	WHITETAIL	WV	15 MOUNTAIN
290	MONCLO	WV	18 KANAWHA	460	WINIFREDE JCT	WV	18 KANAWHA
290	MONCLO	WV	76 COAL RIVER II				



SECTION 7 – ORIGIN RATE DISTRICTS BY DISTRICT NUMBER AND NAME

Item No. 7100			01 BELINGTON		
Mine No.	Origin	State	Mine No.	Origin	State
5	ADRIAN	WV	38	SAWMILL RUN	WV

Item No. 7102			03 CUMBERLAND PIEDMONT EAST		
Mine No.	Origin	State	Mine No.	Origin	State
8	FRANKLIN	MD	34	MORRISONS	MD
30	METTIKI	MD	75	GATZMER	WV
33	MINE 5	MD	77	GEORGES CREEK 1	WV

Item No. 7104			04 CUMBERLAND PIEDMONT WEST		
Mine No.	Origin	State	Mine No.	Origin	State
20	CAMBRIA	PA	115	SHAW	PA

Item No. 7106			05 FAIRMONT		
Mine No.	Origin	State	Mine No.	Origin	State
50	CONSOL 95	WV	100	TYGART RIVER	WV

Item No. 7108			09 GAULEY NORTH		
Mine No.	Origin	State	Mine No.	Origin	State
3	BROOKS RUN 1	WV	10	EVERGREEN	WV
6	COWEN	WV	22	JULIANA 1	WV

Item No. 7110			11 GRAFTON		
Mine No.	Origin	State	Mine No.	Origin	State
17	CENTURY 102	WV	50	SENTINEL	WV
49	RAWHIDE	WV			



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY DISTRICT NUMBER AND NAME

Item No. 7112		15 MOUNTAIN	
Mine No.	Origin	State	
50	WHITETAIL	WV	

Item No. 7114			17 BIG SANDY		
Mine No.	Origin	State	Mine No.	Origin	State
36	APEX 2	KY	410	LANCER	KY
39	BANNER	KY	415	LANDMARK 2	KY
42	BATES BRANCH	KY	495	MCVICKER	KY
55	BEVERLY ANN	KY	523	MOUSIE	KY
60	BEVINS BRANCH	KY	525	MYRA	KY
90	BULL CREEK	KY	555	PAINTSVILLE	KY
93	BURK BRANCH	KY	570	PATTON	KY
95	BURKE STATION	KY	610	PRESTONSBURG	KY
103	CHEYENNE 1	KY	625	RACCOON	KY
130	DAMRON FORK	KY	630	RAMSEY	KY
155	DEMOCRAT 1	KY	633	RAPID LOADER 1	KY
228	SUNNY KNOTT	KY	639	RAVEN	KY
235	FAIRWAY	KY	675	SPURLOCK MINE	KY
270	GOFF	KY	677	SAPPHIRE 1	KY
275	GUARANTY	KY	682	SCOTTS BRANCH	KY
330	IVEL	KY	710	SLOES BRANCH	KY
355	JESSE BRANCH	KY	715	STONE COAL	KY
360	JET SIDING	KY			

Item No. 7116			18 KANAWHA		
Mine No.	Origin	State	Mine No.	Origin	State
16	ASHLEY KAY	WV	225	LANTA	WV
18	BABER	WV	228	LIBERTY	WV
20	BETH	WV	230	LICK	WV
35	HUTCHINSON	WV	260	MARFORK	WV
40	BULL CREEK 2	WV	265	MARNIE	WV
52	CEREDO	WV	291	MOUNTAIN LAUREL	WV
120	EMMETT	WV	320	PARDEE	WV
125	FANCO	WV	325	PHILLIPS	WV
126	FEATS	WV	335	PINE CREEK	WV
135	FORK CREEK	WV	340	PRENTER	WV
140	GARNETTE	WV	380	SCARLET	WV
142	GOALS	WV	410	STIRRAT 1	WV
155	HARRIS	WV	411	STIRRAT 24	WV
160	HOLBROOK	WV	420	SYLVESTER	WV
163	HOLDEN 22	WV	430	TOMS FORK	WV
165	HOMER III	WV	440	WELLS PREPARATION PLANT	WV
210	KEPLER	WV	445	WEST GILBERT	WV
220	KOHLSAAT	WV	460	WINIFREDE JCT	WV



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY DISTRICT NUMBER AND NAME

Item No. 7118			19 NEW RIVER		
Mine No.	Origin	State	Mine No.	Origin	State
10	ANJEAN	WV	75	EAST GULF	WV
11	BAYBECK	WV	100	FOLA	WV
12	BAYLOR	WV	123	GREEN VALLEY	WV
14	BECKLEY POCAHONTAS	WV	005	HOPKINS	WV
15	BELLBURN	WV	175	MAPLE MEADOW	WV
35	CAREN	WV	180	MARIANNA	WV
65	CRAB ORCHARD	WV	205	RADERS RUN	WV

Item No. 7120			20 ALABAMA		
Mine No.	Origin	State	Mine No.	Origin	State
1	BLUE CREEK 3	AL	4	BLUE CREEK 7	AL
2	BLUE CREEK 4	AL	8	SHANNON	AL
3	BLUE CREEK 5	AL			

Item No. 7122			22 CLINCHFIELD		
Mine No.	Origin	State	Mine No.	Origin	State
8	APEX 2 DOCK	KY	165	NEECE CREEK	VA
68	CC	VA	185	PHIPPS	VA
75	COLLCO	VA	190	PITTCO	VA
90	DANTE	VA			
110	FORK	VA			
150	MCCLURE	VA			

Item No. 7124			23 CLINTON		
Mine No.	Origin	State			
4	TERRE HAUTE	IN			

Item No. 7126			25 ELKHORN		
Mine No.	Origin	State	Mine No.	Origin	State
2	CHEYENNE	KY	24	SAPPHIRE	KY
6	DEMOCRAT	KY	30	RAPID LOADER	KY

Item No. 7128			26 HARLAN		
Mine No.	Origin	State	Mine No.	Origin	State
1	ALVA	KY	61	LYNCH 3	KY
2	BARDO	KY	63	MERNA	KY
10	BLANTON	KY	67	NRG	KY
14	BROOKSIDE	KY	76	SARAH	KY
27	CREECH	KY	81	TOTZ	KY
43	HILO	KY	82	VERDA	KY



SECTION 7 – ORIGIN RATE DISTRICTS BY DISTRICT NUMBER AND NAME

Item No. 7130			27 HAZARD		
Mine No.	Origin	State	Mine No.	Origin	State
1	ANDY	KY	51	HOYT	KY
10	BESSIE	KY	58	JEFF	KY
15	BLUE GRASS 3	KY	65	KRAGON	KY
16	BLUE GRASS 4	KY	67	LEATHERWOOD 1	KY
18	BUCKEYE 1	KY	87	ROXANA	KY
19	BUCKEYE 2	KY	93	SIGMON	KY
20	CALLA	KY	112	TOLSON	KY
22	CHARLENE	KY	116	TYPO	KY
23	CHAVIES	KY	118	WAHOO	KY
30	ELKATAWA	KY	124	YELLOW CREEK	KY

Item No. 7132			28 JELICO-MIDDLESBORO		
Mine No.	Origin	State	Mine No.	Origin	State
5	ADA	KY	195	HIGNITE 1	KY
10	ALAMO	KY	215	LEVI	KY
20	ARBOR	KY	220	LEWISDALE	KY
26	BALKAN	KY	230	LITTLE CREEK	KY
75	CLOVER	KY	240	LONDON	KY
75	CLOVER	KY	255	MIDDLESBORO	KY
85	COBRA	KY	280	PARAMOUNT	KY
105	EAST BERNSTADT	KY	295	RED BIRD	KY
115	EMLYN	KY	300	RESOURCE	KY
135	FIRE KING	KY	320	SILER	KY
151	GARRARD 1	KY	343	VIALI	KY
155	GATLIFF	KY	345	WEN LAR	KY
160	GRAVITY YARD	KY	375	CLAIRFIELD	TN
180	HAMILTON 2	KY	390	HIGHCLIFF	TN
190	HIGNITE	KY	402	KOPPER GLO	TN

Item No. 7134			30 PRINCETON		
Mine No.	Origin	State	Mine No.	Origin	State
20	GIBCOAL	IN	30	PRINCETON	IN
1	HAZLETON	IN	15	WHEATLAND	IN
3	KING	IN			

Item No. 7138			32 SOUTHWEST VIRGINIA		
Mine No.	Origin	State	Mine No.	Origin	State
1	BENEDICT	VA	6	MAYFLOWER	VA



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY DISTRICT NUMBER AND NAME

Item No. 7140			33 SULLIVAN		
Mine No.	Origin	State	Mine No.	Origin	State
1	BREED SWITCH	IN	2	FARMERSBURG	IN
005	CARLISLE	IN	4	VERMILION GROVE	IL

Item No. 7142			34 WEST KENTUCKY		
Mine No.	Origin	State	Mine No.	Origin	State
4	CIMARRON	KY	17	PROVIDENCE 1	KY
7	DOTIKI	KY	21	CARDINAL 9	KY
16	PROVIDENCE	KY	22	DIAMOND J	KY

Item No. 7144			38 BEEM		
Mine No.	Origin	State	Mine No.	Origin	State
1	ALEXANDER	WV	2	CARTER-ROAG	WV

Item No. 7146			40 MGA		
Mine No.	Origin	State	Mine No.	Origin	State
5	BAILEY MINE	PA	30	BLACKSVILLE TWO MINE	WV
10	EMERALD MINE	PA	40	FEDERAL 2 MINE	WV
15	LA BELLE	PA	50	LOVERIDGE MINE	WV
25	BLACKSVILLE ONE MINE	WV	55	MAIDSVILLE	WV

Item No. 7150			70 BS I		
Mine No.	Origin	State			
555	PAINTSVILLE	KY			

Item No. 7152			71 BS II		
Mine No.	Origin	State	Mine No.	Origin	State
15	BANNER	KY	360	JET SIDING	KY
55	BEVERLY ANN	KY	410	LANCER	KY
90	BULL CREEK	KY	523	MOUSIE	KY
228	SUNNY KNOTT	KY	610	PRESTONSBURG	KY
275	GUARANTY	KY	675	SPURLOCK MINE	KY
330	IVEL	KY			



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY DISTRICT NUMBER AND NAME

Item No. 7154			72 BS III		
Mine No.	Origin	State	Mine No.	Origin	State
36	APEX 2	KY	365	RAVEN	KY
42	BATES BRANCH	KY	415	LANDMARK 2	KY
60	BEVINS BRANCH	KY	415	SAPPHIRE 1	KY
93	BURK BRANCH	KY	525	MYRA	KY
95	BURKE STATION	KY	570	PATTON	KY
103	CHEYENNE 1	KY	625	RACCOON	KY
130	DAMRON FORK	KY	630	RAMSEY	KY
155	DEMOCRAT 1	KY	633	RAPID LOADER 1	KY
235	FAIRWAY	KY	682	SCOTTS BRANCH	KY
270	GOFF	KY	710	SLONES BRANCH	KY
285	MCVICKER	KY	715	STONE COAL	KY
355	JESSE BRANCH	KY			

Item No. 7156			73 LOGAN I		
Mine No.	Origin	State	Mine No.	Origin	State
18	BABER	WV	126	FEATS	WV
35	HUTCHINSON	WV	380	SCARLET	WV

Item No. 7158			74 LOGAN II		
Mine No.	Origin	State	Mine No.	Origin	State
74	PARDEE	WV	125	FANCO	WV
80	PINE CREEK	WV	140	GARNETTE	WV
91	STIRRAT 24	WV	163	HOLDEN 22	WV
105	WEST GILBERT	WV	325	PHILLIPS	WV
120	EMMETT	WV	410	STIRRAT 1	WV

Item No. 7160			75 COAL RIVER I		
Mine No.	Origin	State	Mine No.	Origin	State
12	BULL CREEK 2	WV	228	LIBERTY	WV
20	BETH	WV	340	PRENTER	WV
135	FORK CREEK	WV			
160	HOLBROOK	WV			
165	HOMER III	WV			

Item No. 7162			76 COAL RIVER II		
Mine No.	Origin	State	Mine No.	Origin	State
16	ASHLEY KAY	WV	220	KOHLSAAT	WV
71	MOUNTAIN LAUREL	WV	230	LICK	WV
115	WELLS PREPARATION PLANT	WV	260	MARFORK	WV
142	GOALS	WV	265	MARNIE	WV
155	HARRIS	WV	420	SYLVESTER	WV

Item No. 7164			77 KAN		
Mine No.	Origin	State			
430	TOMS FORK	WV			



SECTION 7

SECTION 7 – ORIGIN RATE DISTRICTS BY DISTRICT NUMBER AND NAME

Item No. 7168			78 CV II		
Mine No.	Origin	State	Mine No.	Origin	State
1	ALVA	KY	61	LYNCH 3	KY
2	BARDO	KY	63	MERNA	KY
10	BLANTON	KY	67	NRG	KY
14	BROOKSIDE	KY	76	SARAH	KY
27	CREECH	KY	81	TOTZ	KY
37	GLENBROOK	KY	82	VERDA	KY
43	HILO	KY			

Item No. 7166			80 CV I		
Mine No.	Origin	State	Mine No.	Origin	State
5	ADA	KY	185	LEVI	KY
10	ALAMO	KY	190	LEWISDALE	KY
20	ARBOR	KY	195	LITTLE CREEK	KY
26	BALKAN	KY	210	MIDDLESBORO	KY
75	CLOVER	KY	230	PARAMOUNT	KY
85	COBRA	KY	245	RED BIRD	KY
115	EMLYN	KY	250	RESOURCE	KY
130	FIRE KING	KY	270	SILER	KY
146	GARRARD 1	KY	290	VIALL	KY
150	GATLIFF	KY	295	WEN LAR	KY
155	GRAVITY YARD	KY	325	CLAIRFIELD	TN
168	HAMILTON 2	KY	340	HIGHCLIFF	TN
175	HIGNITE	KY	352	KOPPER GLO	TN
176	HIGNITE 1	KY			

Item No. 7170			82 EK I		
Mine No.	Origin	State	Mine No.	Origin	State
1	ANDY	KY	65	KRAGON	KY
30	ELKATAWA	KY	105	EAST BERNSTADT	KY

Item No. 7172			83 EK II		
Mine No.	Origin	State	Mine No.	Origin	State
2	CHEYENNE	KY	51	HOYT	KY
6	DEMOCRAT	KY	54	BLUE GRASS 3	KY
10	BESSIE	KY	58	JEFF	KY
16	BLUE GRASS 4	KY	67	LEATHERWOOD 1	KY
18	BUCKEYE 1	KY	93	SIGMON	KY
19	BUCKEYE 2	KY	112	TOLSON	KY
20	CALLA	KY	116	TYPO	KY
22	CHARLENE	KY	118	WAHOO	KY
23	CHAVIES	KY	124	YELLOW CREEK	KY
24	SAPPHIRE	KY	270	ROXANA	KY
30	RAPID LOADER	KY			

Item No. 7174			99 NCRD		
Mine No.	Origin	State	Mine No.	Origin	State
1	ALGERS	IN	15	CEREDO RIVER	WV
5	BESSEMER	PA	20	CONNEAUT	OH
10	GLASSPORT	PA			



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SECTION 8

SECTION 8 – COAL/COKE DEMURRAGE

(ITEM 8010) - SINGLE CAR DEMURRAGE (ALL RAIL)

Single Carloads of Coal or Coke held at origin and or domestic destinations will be governed by Tariff CSXT 8100-Series.

(ITEM 8020) - DESTINATION (TIDEWATER) DOMESTIC OR EXPORT DEMURRAGE

Cars of coal billed for delivery to vessels or barges for domestic or export transshipment over railroad owned facilities are subject to the following:

- a. Notice of arrival will be sent or given to the consignee upon arrival of cars at destination. If cars cannot be accommodated at destination, notice will be sent or given upon arrival at point where held.
- b. For the purpose of computing detention the following will apply:
 - (1) Detention will be computed from the first 7:00 a.m. following date of arrival notice.
 - (2) A day will commence at 7:00 a.m. and will end at 7:00 a.m. on the following day; a fraction of a day will be counted as one day.
 - (3) Cars will be released in the sequence of their arrival notice date.
 - (4) In computing time, all days will be included except when coal pier is officially closed by the railroad.
- c. The following free time will be allowed for each car released during each monthly period:
 - (1) Seven (7) days per car for cars consigned for export, except cars reconsigned or reshipped will be allowed one (1) day's free time.
 - (2) One (1) day per car for cars billed as domestic traffic.
 - (3) One (1) day per car for cars held and noticed short of destination.
 - (4) Deduct allowances authorized if coal pier is officially closed by the railroad.
- d. The following provisions will only apply on cars of coal for transshipment to domestic destinations:
 - (1) All cars of which the lading forms a part of a cargo of a vessel or barge will be considered released on the date and time the vessel or barge is available to the railroad. If the vessel or barge is unable to be made available due to congestion at the pier and is delayed in receiving cargo, cars becoming part of that cargo will be considered released as of the date and time the vessel or barge reported and would have been made available.
 - (2) When a vessel or barge is made available to the railroad within a reasonable period of the date/time ordered by the railroad, the release date will be set-back to the notice date. If the vessel or barge is not made available within time specified by railroad, demurrage will accrue from the first 7:00 a.m. following date of arrival notice, through and including the date the vessel or barge is available.



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SECTION 8

SECTION 8 – COAL/COKE DEMURRAGE

(ITEM 8020) - DESTINATION (TIDEWATER) DOMESTIC OR EXPORT DEMURRAGE (Continued)

- e. The following provisions will only apply on cars of coal consigned for export:
- (1) Cars unloaded into a vessel for a consignee will be released from demurrage either at the time the vessel registers (Note 1) or at the time the railroad receives the final consist order (Note 2) as to the cars or tons of each classification to be unloaded into the vessel for that consignee, whichever time is later, except:
 - (a) When cars are unloaded before the vessel registers, such cars shall be released when unloaded.
 - (b) Cars transferred from one consignee or classification to another subsequent to time of registry of the vessel into which they are unloaded, shall be released under this rule as of the time the order of transfer is received by the railroad (Note 1).

Note 1. For the purpose of applying these items, a vessel may be registered at the time the railroad receives advice from the vessel's representative that such vessel is at the port and is available for loading, and is in all aspects ready to receive its cargo or fuel supply, provided the vessel arrives at the pier at the time specified by railroad's agent.

Note 2. Final consist order is defined as the last change in the order listing cars or tons of each classification for that consignee, provided that changes requested by the carrier for its convenience will not alter the release date, and provided further that a consignee may amend its order by 10% of the cars or tons loaded on the vessel for its account without altering the release date.

- (2) To reduce switching and prevent delay, cars may be delivered other than in the order of tender, at the option of the railroad. The date and time of release of the cars so delivered will be used to release cars for the same consignee in the sequence of their tender so that detention to each car will be the same as delivered in the order of tender.
- (3) When shipments are transferred to another consignee by order and acceptance made or confirmed in writing, the entire period of detention to the cars will be charged against and the prescribed free time will be allowed in the account of the original consignee.
- (4) When shipments refused by the original consignee are reconsigned, or reshipped to a different consignee on orders of consignor; the detention to such cars, after the expiration of free time allowed up to and including the date of refusal will be charged in the account of the original consignee. Subsequent detention, without free time, to and including the date disposition orders are received by the railroad, will be charged against the consignor at the rate of \$45.00 per car, per day.
 - (a) Notice of refusal at destination will not be recognized until the date the shipment is tendered at destination.
 - (b) When the consignor disposes of a refused shipment to another consignee for delivery to vessel at the same port, an arrival notice will be sent to the new consignee on the day disposition orders are received from the consignor, and all subsequent detention will be charged in the account of the new consignee.



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SECTION 8

SECTION 8 – COAL/COKE DEMURRAGE

(ITEM 8020) - DESTINATION (TIDEWATER) DOMESTIC OR EXPORT DEMURRAGE (Continued)

- (5) When shipments totally abandoned by consignee and consignor are disposed of by the railroad, detention at the rate of \$45.00 per car, per day, with twenty-four (24) hours of free time, will be computed against original consignee up to and including the date of refusal, from first 7:00 a.m. after the date on which arrival notice was sent or given; subsequent detention, without free time up to and including date of abandonment, will be charged against consignor also at the rate of \$45.00 per car, per day.
- f. Demurrage prices will be computed as follows:
 - (1) Settlement will be made on the basis of detention to all cars released from 7:00 a.m. of the first day of each month to 7:00 a.m. of the first day of the following month.
 - (2) Subtract the arrival notice dates from the release dates. From the total days detention to all cars thus obtained, deduct all free time allowances; the remainder if any, will be the number of excess debit days to be charged at the price of \$45.00 per day.
 - (3) If, in any given monthly period, a consignee accrues excess credit days, such excess credit days may be used to offset debits for detention in any of the next two (2) calendar months.

(ITEM 8050) - DESTINATION (LAKE CARGO) DEMURRAGE

Single car consignments of coal or coke billed for delivery to vessels through the coal dumping facilities at Toledo Dock, Ohio are subject to the following:

- a. Notice of arrival will be given to the consignee upon arrival of car at destination. If cars cannot be accommodated at destination, notice will be given to the consignee upon arrival of cars at point where held.
- b. Five (5) credits will be allowed for each car released during a period except:
 - (1) Cars released at the end of the lake season (Paragraph g.).
 - (2) Cars refused or reconsigned are allowed one (1) credit.

Time is computed from the first 0001 hours after arrival of cars and billing, through and including the demurrage release date, exclusive of Holidays. Wherever in this section reference is made to "Holidays", it means the following:

Memorial Day
Independence Day
Labor Day
Thanksgiving Day

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

- c. Demurrage release date is:
 - (1) The date and time vessel is available and ready to take cargo, or
 - (2) The date and reconsignment or refusal notice is placed with the railroad.

Subsequent detention to refused cars to and including date disposition orders are received will be charged against consignor. Notice of refusal on each car will be sent consignor by wire within twenty-four (24) hours, exclusive of Holidays, after date of refusal.



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SECTION 8

SECTION 8 – COAL/COKE DEMURRAGE

(ITEM 8050) - DESTINATION (LAKE CARGO) DEMURRAGE (Continued)

- d. The year will be divided into two settlement periods. (The first period will be January 1 to July 31, inclusive and the second period, August 1 to December 31, inclusive). Each period shall be considered separately for the computation of demurrage. Detention and credits earned for all cars released during a period will be averaged together. If patron earns excess debits in any period, patron will be billed \$45.00 per debit day. Excess credits earned in one (1) period may not be used to offset debits accrued in another period.
- e. Cars will be released from demurrage in the order of their arrival, rather than in the actual order of release.
- f. Claims for relief must be presented within thirty (30) days after period billing date.
- g. At, or prior to the end of the lake season, a consignee may notify the railroad to (Note):
 - (1) Discontinue lake business.
 - (a) On the day the last vessel is loaded for patron's account, all cars remaining on hand in the patron's account will be recorded released in his account.
 - (b) Fifteen (15) free days (excluding Holidays), without further notice will be allowed for each car for reconsignment, after which a charge of \$45.00 per car, per day (excluding Holidays) will be made up to and including the day reconsignment instructions are received.
 - (2) Discontinue in part or in its entirety a specific consignment and reconsign for rail delivery car(s) of that consignment remaining on hand after completion of loading of last vessel taking that consignment.
 - (a) On the day reconsignment order is received car(s) will be recorded released in the patron's account, with one (1) credit allowed
 - (3) Discontinue a specific consignment.
 - (a) All cars of such consignment will be recorded released in patron's account on the day of loading of last vessel taking that consignment.
 - (b) Fifteen (15) free days (excluding Holidays) without further notice will be allowed for each car for reconsignment after which a charge will be made of \$45.00 per car, per day (excluding Holidays) up to and including date reconsignment orders are received.

Note. Consignment names cannot be changed after notice of arrival has been served. Cars in transit billed prior to the date of last vessel loaded will be subject to Paragraph g. (1), (2), and (3).

- h. The following allowance will be made:
 - (1) Other than at the end of the lake season, when unloading operations are suspended for twenty-four (24) or more consecutive hours, an allowance will be made for all cars unloaded into vessels which register during the closure period, provided:
 - (a) A claim is presented to the railroads within thirty (30) days (excluding Holidays) after the day on which operations resume.
 - (b) Claim should state vessels that would have been nominated to load during closure period and showing the registration date, consignment name, number or size of train, and the number of cars for which the allowance is claimed.



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SECTION 8

SECTION 8 – COAL COKE DEMURRAGE

(ITEM 8050) - DESTINATION (LAKE CARGO) DEMURRAGE (Continued)

- (2) Allowance in the computation of detention will be made for railroad error which prevents proper tender or delivery.
- (3) On cars accruing four (4) days detention or less (excluding Holidays), an additional allowance of one (1) credit will be made. This allowance will not apply to cars subject to Paragraphs (1) and (2) of this item.
- (4) When a railroad work stoppage or work stoppage at dock facility prevents vessel loading, allowances are made on all cars on hand, or arriving between 0001 hours of the day work stoppage begins and first 0001 hours following resumption of operations.
- i. When traffic is exchanged, or title transferred, at lake ports, the total detention will be charged and credit allowed to the account of original consignee.

(ITEM 8070) - DESTINATION (RIVER) DEMURRAGE

Cars of coal for transshipment when held at Huntcoal, Kentucky; Martin-Marietta, Kentucky; Maysville, Kentucky; Riverport, Kentucky; Riverway, Kentucky; Siloam, Kentucky; Cabin Creek Junction, West Virginia; Ceredo, West Virginia; Huntington, West Virginia; and/or Kenova, West Virginia are subject to the following:

- a. Three (3) days free time will be allowed for each car released during each settlement period.
- b. Notice of arrival will be sent or given to the terminal dock operator in writing, or by telephone upon arrival of car at destination. If car cannot be accommodated at destination, notice will be sent or given upon arrival at point where held.
- c. The following will apply when computing time:
 - (1) Each car will be released from the demurrage account of each terminal dock operator, only after the car has been unloaded and made available to the carrier as an empty car.
 - (2) All cars will be released in the sequence of their arrival notice date.
 - (3) The year will be divided into two (2) six (6) -month settlement periods (the first period will be considered January 1 to June 30, inclusive, and the second period July 1 to December 31, inclusive).
 - (4) Detention will be computed from the first 7:00 a.m. following date of arrival notice.
 - (5) A day will commence at 7:00 a.m. and will end at 7:00 a.m. on the following day, and a fraction of a day will be counted as one (1) day.
 - (6) When floods, earthquakes, hurricanes, tornadoes, river ice conditions, or strike of five (5) days or more duration prevents the terminal operator from dumping coal or unloading cars, the detention directly chargeable thereto will be eliminated in computing detention days. However, no allowance will be made unless claim is presented in writing to the carrier by the terminal dock operator within ten (10) calendar days after cessation of such interference. Claim should state in detail nature of interference and calendar days on which such interference occurred.
- d. Detention will be computed as follows:
 - (1) Detention days for each car will be the number of days, excluding Sundays and Holidays (Note) between the 7:00 a.m. date of following date of notice of arrival and the date car is released to the carrier as an empty car.
 - (2) From the total detention days attributable to all cars released in the account of each consignee each monthly period.
 - (a) Deduct free time allowed (Paragraph a.) for each car released.
 - (b) Deduct allowance, if any covered in Paragraph c. (6).
 - (c) Deduct one (1) day for each car held and noticed short of destination (Paragraph b.).



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SECTION 8

SECTION 8 – COAL COKE DEMURRAGE

(ITEM 8070) - DESTINATION (RIVER) DEMURRAGE (Continued)

- (d) An allowance will be made when a mechanical breakdown of the terminal dock operator's dumping facility occurs only if such disability continues for more than twenty-four (24) consecutive hours, provided claim is presented in writing to the carrier by the terminal dock operator within ten (10) calendar days after such disability ceases. Claim will state in detail nature of disability and the date and hour disability commenced and ended. An allowance of one (1) day will be made for each car for which a notice of arrival has been sent or given and will be limited to one (1) day for each consecutive twenty-four (24) hours period of total disability, exclusive of Sundays and Holidays. No allowance will be made for periods of less than twenty-four (24) consecutive hours duration.
- (3) After computing the detention in Paragraph (2) for each month, the monthly net debit or credit balances will be consolidated for each consignee into one (1) settlement period as defined in Paragraph c.(5). If the credits equal or exceed the debits at the close of a given settlement period, no charge will be made for detention of the cars, and no payments will be made by the railroad for excess credit; nor can credits in excess of debits at the close of a given settlement period be used to offset debits for any other settlement period.
- e. **Charges for excess debit days, will be made at the rate of \$45.00 per excess debit day for each consignee at the close of each settlement period.**

Note. Holidays will mean the following:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

(ITEM 8100) - DESTINATION (TIDEWATER) DEMURRAGE AT PRIVATE PIERS

- a. Twenty-four (24) hours free time will be allowed for complete unloading. Time to be computed from the first 7:00 a.m. after constructive placement or actual placement on designated interchange tracks serving the facility and continuing until empties are returned to interchange track and advice furnished authorized personnel of this railroad that car is unloaded and available. If actual placement is prevented due to any cause attributable to the consignee, car will be considered constructively placed and notice given consignee.
- b. In computing free time, Christmas Day and New Year's Day will be excluded when they fall within the free time period.
- c. After expiration of free time, demurrage will be charged at the rate of \$45.00 per car, per day or fraction of a day.
 - (1) When at the option of this railroad to reduce switching and prevent delay, cars of the same "Class" recently tendered are placed ahead of cars of the same "Class" previously tendered, demurrage will be adjusted to the basis of the amount that would have accrued but for such run-around.
 - (2) In the event of error by this railroad, missed switching occurs, demurrage will be charged on the basis of the amount that would have accrued but for such error.



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SECTION 8

SECTION 8 – COAL COKE DEMURRAGE

(ITEM 8100) - DESTINATION (TIDEWATER) DEMURRAGE AT PRIVATE PIERS (Continued)

(3) Applicable only at Dominion Terminal, Newport News, Virginia and Pier IX Terminal Co., Newport News, Virginia.

When cars that have been tendered to the carrier blocked in shipments of a minimum of thirty (30) cars per the provisions of "Switching at private pier" become separated, the railroad will restore them to the original shipment, or an equivalent number of the same "Class" of cars, before tendering the cars to the consignee (see Note). This provision does not apply if the consignee agrees to accept that portion of the blocked shipment which has arrived.

Note. This provision does not apply to cars that become mechanically defective en route.

- d. Demurrage Billing will be issued subsequent to the close of each month.

EXCEPTION

If by reason of (1) strike or lockout, (2) a mechanical breakdown (Note 2), or mechanical breakdown of railroad equipment (Note 3), in consignee's facility, consignee cannot unload and release within the free time allowed, the free time will be extended for an additional period equal to the actual time such disability exists. (Note 1)

Note 1. The consignee encountering disability must, within ten (10) days from date of disability, certify in writing to the carrier the nature of the disability, and the actual time disability commenced and terminated.

Note 2. Breakdown in consignee's receiving facility will include only the mechanical breakdown in equipment vital to the coal unloading. Fire will include only fire in the facility.

Note 3. Breakdown of railroad equipment will include only the mechanical breakdown of railroad cars or locomotive, except if breakdown is a result of damage caused by consignee.



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SECTION 9

SECTION 9 – MILEAGE SCALE

(ITEM 9000) - APPLICATION AND MILEAGE SCALE

Prices determined by the use of this mileage scale will be based on distance from and to CSXT stations via the shortest route.

- a. **COAL: Minimum Charge \$25.00 per ton plus \$0.025 per ton per mile up to 1,200 miles**
- b. **COKE: Minimum Charge \$30.00 per ton plus \$0.030 per ton per mile up to 1,200 miles**

All movements under this item will be subject to the conditions of HDF CSXT Fuel Surcharge Publication 8661 Series.



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SECTION 10

SECTION 10 – TRANSFER AND DUMPING SERVICE

(ITEM 10000) - TRANSFER PRICE AT TOLEDO DOCK, OHIO

The price for transferring Coal or Coke into vessels will be as follows:

Calendar Dates (dates inclusive)	Price in Dollars Per Net Ton
March 1 to March 14	\$8.00
March 15 to November 30	\$2.50
December 1 to December 5	\$3.75
December 6 to December 10	\$5.00
December 11 to December 15	\$6.50
December 16 to December 31	\$8.00

The price will include the service of sprinkling cargo Coal while being transferred into vessels, when such service is requested and weather conditions permit.

(ITEM 10010) - DUMPING/TRANSFERRING AT TIDEWATER RAILROAD PIERS

The charge for dumping/transferring Coal from rail car at Chesapeake Bay Piers, Maryland will be as follows:

Service	Price in Dollars Per Net Ton (Note)
To ground, then to vessel or barge	\$4.50

Note: Does not include ground storage. CSXT reserves the right, in its sole discretion, to reject any inbound rail cars due to the Pier's inability to handle the dumping, transfer, or storage of Coal.



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SECTION 11

SECTION 11 – CSXT SYSTEM CAR CLEANING

(ITEM 11000) – CSXT SYSTEM CAR CLEANING:

When CSXT system cars are furnished to consignor for loading and placed at a consignee for unloading, the empty cars must be returned to CSXT in a condition reasonably suitable for immediate reloading of coal. The consignee is responsible for removing all materials from the rail cars, including lading, loading, or unloading enhancement materials and any other miscellaneous debris. CSXT reserves the right to assess charges to the consignee for all associated removal costs, including the switching and forwarding of rail cars to the nearest non-railroad owned clean-out facility, at a minimum charge of \$500.00 per car.

Note. CSXT does not provide car cleaning services.



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SECTION 12

SECTION 12 – FUEL SURCHARGE

MERCHANDISE FUEL SURCHARGE – ITEM 12000 – C

This item applies to all: (1) regulated common carrier linehaul freight rates and charges until April 23, 2007, and (2) linehaul freight rates and charges with respect to exempt traffic, and linehaul freight rates and charges in contracts, private price quotations or other pricing documents, which do not reference CSXT Fuel Surcharge Publication 8661.

In the event that the average price of West Texas Intermediate Crude Oil (as set forth below, the “WTI Average Price”), calculated monthly based on prices published in the Wall Street Journal, exceeds \$23.00 per barrel, CSXT will have the right to apply a fuel surcharge to linehaul freight charges referencing or subject to this Item or Tariff CSXT 8100. If this right is exercised, the fuel surcharge shall be applied to the linehaul freight charge for each shipment having a bill of lading dated on or after the 1st day of the second calendar month following the calendar month of a given WTI Average Price calculation.

The fuel surcharge will be 0.4% of the linehaul freight charge for every \$1.00 per barrel, or portion thereof, by which the WTI Average Price exceeds \$23.00. The WTI Average Price for a given calendar month will be determined by adding the daily West Texas Intermediate Crude Oil prices published in the Wall Street Journal during a calendar month, and dividing the result by the number of days so published. The result will be rounded to the nearest cent. If the Wall Street Journal ceases publication of the price of West Texas Intermediate Crude Oil, CSXT will employ a suitable substitute source of price or measure.

The following schedule reflects the applicable fuel surcharges within the WTI Average Price ranges noted below:

WTI Average Price Per Barrel		Fuel Surcharge	WTI Average Price Per Barrel		Fuel Surcharge	WTI Average Price Per Barrel		Fuel Surcharge
Between	and	Percentage No Surcharge	Between	and	Percentage	Between	and	Percentage
\$23.00	Below	0.40%	\$39.01	\$40.00	6.80%	\$56.01	\$57.00	13.60%
\$23.01	\$24.00	0.40%	\$40.01	\$41.00	7.20%	\$57.01	\$58.00	14.00%
\$24.01	\$25.00	0.80%	\$41.01	\$42.00	7.60%	\$58.01	\$59.00	14.40%
\$25.01	\$26.00	1.20%	\$42.01	\$43.00	8.00%	\$59.01	\$60.00	14.80%
\$26.01	\$27.00	1.60%	\$43.01	\$44.00	8.40%	\$60.01	\$61.00	15.20%
\$27.01	\$28.00	2.00%	\$44.01	\$45.00	8.80%	\$61.01	\$62.00	15.60%
\$28.01	\$29.00	2.40%	\$45.01	\$46.00	9.20%	\$62.01	\$63.00	16.00%
\$29.01	\$30.00	2.80%	\$46.01	\$47.00	9.60%	\$63.01	\$64.00	16.40%
\$30.01	\$31.00	3.20%	\$47.01	\$48.00	10.00%	\$64.01	\$65.00	16.80%
\$31.01	\$32.00	3.60%	\$48.01	\$49.00	10.40%	\$65.01	\$66.00	17.20%
\$32.01	\$33.00	4.00%	\$49.01	\$50.00	10.80%	\$66.01	\$67.00	17.60%
\$33.01	\$34.00	4.40%	\$50.01	\$51.00	11.20%	\$67.01	\$68.00	18.00%
\$34.01	\$35.00	4.80%	\$51.01	\$52.00	11.60%	\$68.01	\$69.00	18.40%
\$35.01	\$36.00	5.20%	\$52.01	\$53.00	12.00%	\$69.01	\$70.00	18.80%
\$36.01	\$37.00	5.60%	\$53.01	\$54.00	12.40%	\$70.01	\$71.00	19.20%
\$37.01	\$38.00	6.00%	\$54.01	\$55.00	12.80%	\$71.01	\$72.00	19.60%
\$38.01	\$39.00	6.40%	\$55.01	\$56.00	13.20%	\$72.01	\$73.00	20.00%

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SECTION 12

SECTION 12 – FUEL SURCHARGE

WTI Average Price Per Barrel			Fuel Surcharge			WTI Average Price Per Barrel			Fuel Surcharge			WTI Average Price Per Barrel			Fuel Surcharge		
Between	and	Percentage	Between	and	Percentage	Between	and	Percentage	Between	and	Percentage	Between	and	Percentage	Between	and	Percentage
\$73.01	\$74.00	20.40%	\$99.01	\$100.00	30.80%	\$125.01	\$126.00	41.20%									
\$74.01	\$75.00	20.80%	\$100.01	\$101.00	31.20%	\$126.01	\$127.00	41.60%									
\$75.01	\$76.00	21.20%	\$101.01	\$102.00	31.60%	\$127.01	\$128.00	42.00%									
\$76.01	\$77.00	21.60%	\$102.01	\$103.00	32.00%	\$128.01	\$129.00	42.40%									
\$77.01	\$78.00	22.00%	\$103.01	\$104.00	32.40%	\$129.01	\$130.00	42.80%									
\$78.01	\$79.00	22.40%	\$104.01	\$105.00	32.80%	\$130.01	\$131.00	43.20%									
\$79.01	\$80.00	22.80%	\$105.01	\$106.00	33.20%	\$131.01	\$132.00	43.60%									
\$80.01	\$81.00	23.20%	\$106.01	\$107.00	33.60%	\$132.01	\$133.00	44.00%									
\$81.01	\$82.00	23.60%	\$107.01	\$108.00	34.00%	\$133.01	\$134.00	44.40%									
\$82.01	\$83.00	24.00%	\$108.01	\$109.00	34.40%	\$134.01	\$135.00	44.80%									
\$83.01	\$84.00	24.40%	\$109.01	\$110.00	34.80%	\$135.01	\$136.00	45.20%									
\$84.01	\$85.00	24.80%	\$110.01	\$111.00	35.20%	\$136.01	\$137.00	45.60%									
\$85.01	\$86.00	25.20%	\$111.01	\$112.00	35.60%	\$137.01	\$138.00	46.00%									
\$86.01	\$87.00	25.60%	\$112.01	\$113.00	36.00%	\$138.01	\$139.00	46.40%									
\$87.01	\$88.00	26.00%	\$113.01	\$114.00	36.40%	\$139.01	\$140.00	46.80%									
\$88.01	\$89.00	26.40%	\$114.01	\$115.00	36.80%	\$140.01	\$141.00	47.20%									
\$89.01	\$90.00	26.80%	\$115.01	\$116.00	37.20%	\$141.01	\$142.00	47.60%									
\$90.01	\$91.00	27.20%	\$116.01	\$117.00	37.60%	\$142.01	\$143.00	48.00%									
\$91.01	\$92.00	27.60%	\$117.01	\$118.00	38.00%	\$143.01	\$144.00	48.40%									
\$92.01	\$93.00	28.00%	\$118.01	\$119.00	38.40%	\$144.01	\$145.00	48.80%									
\$93.01	\$94.00	28.40%	\$119.01	\$120.00	38.80%	\$145.01	\$146.00	49.20%									
\$94.01	\$95.00	28.80%	\$120.01	\$121.00	39.20%	\$146.01	\$147.00	49.60%									
\$95.01	\$96.00	29.20%	\$121.01	\$122.00	39.60%	\$147.01	\$148.00	50.00%									
\$96.01	\$97.00	29.60%	\$122.01	\$123.00	40.00%	\$148.01	\$149.00	50.40%									
\$97.01	\$98.00	30.00%	\$123.01	\$124.00	40.40%	\$149.01	\$150.00	50.80%									
\$98.01	\$99.00	30.40%	\$124.01	\$125.00	40.80%	\$150.01	\$151.00	51.20%									

*The fuel surcharge will be 51.20%, plus an additional 0.4% of the linehaul freight charge for every \$1.00 per barrel, or portion thereof, by which the WTI Average Price exceeds \$151.00.

No less than 20 days prior notice will be provided of the application of, or of any changes in, the fuel surcharge. Notice will be published on www.ShipCSX.com. Go to www.ShipCSX.com and click on the "ShipCSX Log In" button on the right side of the page. In the Log In boxes at the top right of the page, enter your ShipCSX User ID and Password. On ShipCSX, under the "Plan" tab, select "Price Look Up", and click on "Fuel Surcharge" in the See Also box. If you are not a registered ShipCSX user, you will need to register for a User ID and Password at www.ShipCSX.com. Upon written request, the foregoing notice will be provided by other appropriate electronic or facsimile means. All such requests should be directed to James_Lange@csx.com. In no case will a linehaul freight charge be reduced as a result of the application of this Item, nor will the application of the fuel surcharge be retroactive.



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SECTION 13

SECTION 13 – CREDIT TERM, PAYMENT OF CHARGES, AND FINANCE CHARGE

(ITEM 13000) - PAYMENT OF CHARGES – NON CREDIT CUSTOMERS

Customers that do not have credit with CSXT must pay line-haul freight charges and other applicable charges in full:

- a. Prior to acceptance by CSXT of a shipment at origin for transportation if tendered “prepaid” or
- b. Prior to placement of a shipment at destination if tendered “collect.”

(ITEM 13010) - ESTABLISHMENT OF CREDIT

In order to apply for and establish credit with CSXT, customers must contact CSXT at the following address:

Credit Administration
CSX Transportation, Inc. – J220
Headquarters Building – 8th Floor
500 Water Street
Jacksonville, FL 32202
Telephone 1-904-366-3807

CSXT reserves the right, in its sole discretion, to establish or not establish credit for any customer.

(ITEM 13020) - CANCELLATION OF CREDIT

CSXT reserves the right, in its sole discretion, to cancel the credit of any customer at any time.

(ITEM 13030) - CREDIT TERM

Payment in full of all line-haul freight charges, switching charges and accessorial charges must be received by CSXT from credit customers within fifteen (15) days of the date of the applicable CSXT bill.

(ITEM 13040) - NO SET OFF OF CHARGES

Customers may not set off or otherwise withhold payment of any CSXT charge due to any alleged overcharge, freight damage, or other dispute with CSXT.

(ITEM 13050) - FINANCE CHARGE

Effective January 1, 2002, CSXT will assess a finance charge of 12% per year (0.0329% per day) against line-haul freight charges billed on or after January 1, 2002, that are not received by CSXT within the credit term provided in Item 13030. The finance charge will not apply against disputed line-haul freight charges that are found by CSXT to have been incorrectly billed. The finance charge will be assessed on the unpaid balance of any line-haul freight charge from the first day following the end of the credit term provided in Item 13030 through the date of receipt of payment in full. The finance charge will be billed monthly for all line-haul freight charges that were paid late in the prior calendar month. This item shall be construed pursuant to the laws of the State of Florida.



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SECTION 13

SECTION 13 – CREDIT TERM, PAYMENT OF CHARGES, AND FINANCE CHARGE

(ITEM 13060) - LATE PAYMENT CHARGE – NON CREDIT CUSTOMERS

At its sole election, CSXT may transport shipments for non-credit customers prior to receipt of payment of charges, as otherwise required by Item 13000. In that event, all charges must be paid pursuant to Item 13030.

If not paid pursuant to Item 13030, a finance charge will be assessed pursuant to Item 13050. Effective January 1, 2002, CSXT will assess a late payment charge of 10% on the outstanding balance of any charge that has not been received by CSXT within fifteen (15) days of the date of the applicable bill. The late charge is in addition to the finance charge provided for in Item 13050. The late charge will not apply against any disputed charge that is found by CSXT to have been incorrectly billed. This item shall be construed pursuant to the laws of the State of Florida.

(ITEM 13070) - USURY LAW COMPLIANCE

CSXT intends that the finance charge rate, as specified in Item 13050 and the late payment charge rate, as specified in Item 13060, shall comply with applicable usury laws. Should either or both rates exceed the maximum allowable percentage then the applicable rate(s) shall be automatically reduced to the maximum allowable percentage.



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SECTION 14

SECTION 14 – EXPLANATION OF REFERENCE MARKS

- (A) Increase
- (AA) Addition – one (1) days notice
- (B) Cancel or Erase – one (1) days notice
- (C) Change or Change in wording which results in neither increase nor reduction on prices and charges - one (1) days notice
- (N) No change in prices and/or correction of a publication error
- (R) Reduction
- (S) Effective Date later or earlier than on page

THE END